

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

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

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
February 2, 2016**

A meeting of the Fayetteville City Council was held on February 2, 2016 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Barrett Baber Proclamation

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

1. Approval of the January 19, 2016 City Council Meeting Minutes.

APPROVED

2. **Animal Services Donation Revenue:** A resolution to approve a budget adjustment in the amount of \$21,573.00 representing donation revenue to Animal Services received during the third and fourth quarters of 2015.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 32-16

3. **Lewis Automotive Group of Fayetteville:** A resolution to approve the purchase of a 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 from Lewis Automotive Group of Fayetteville in the amount of \$22,995.00, pursuant to a state procurement contract, for use by the Engineering Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 33-16

4. **Bid #16-18 Utility Service Company, Inc.:** A resolution to award Bid #16-18 and authorize a contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for the Baxter and Mount Sequoyah Tank Rehabilitation improvements Project, to approve a project contingency in the amount of \$113,351.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 34-16

5. **Environmental Consulting Operations, Inc. Amendment No. 2:** A resolution to approve Amendment No. 2 to the contract with Environmental Consulting Operations, Inc. in the amount of \$50,000.00 for wetlands mitigation site monitoring and management through 2016.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 35-16

6. **KEE, LLC and Servpro of Fayetteville/Springdale:** A resolution pursuant to Fayetteville Code of ordinances Section 39.10(C)(4) to authorize the Mayor to pay the amount of \$11,695.64 to KEE, LLC and \$5,290.40 to Servpro of Fayetteville/Springdale for a wastewater damage claim arising at 620 N. Rockcliff Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 36-16

7. **Precision Rescue, LLC Donation Revenue:** A resolution to approve a budget adjustment in the amount of \$200.00 representing donation revenue from Precision Rescue, LLC to the Fayetteville Fire Department for the annual employee service awards event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 37-16

8. **Fayetteville Firefighters Association Donation Revenue:** A resolution to approve a budget adjustment in the amount of \$750.00 representing donation revenue from the

Fayetteville Firefighters Association to the Fayetteville Fire Department for the annual employee service awards event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 38-16

- 9. Grant Thornton LLP:** A resolution to approve a contract with Grant Thornton LLP in the amount of \$97,500.00 to provide independent audit services to the City of Fayetteville.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 39-16

- 10. Pacific Vet Group-USA, Inc.:** A resolution to approve a budget adjustment for 2015 to appropriate the non-cash repurchase of approximately 24 acres in the Fayetteville Commerce District from Pacific Vet Group-USA, Inc.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 40-16

- 11. Frank Sharum Landscape Design, Inc.:** A resolution to award Bid #16-17 and authorize a contract with Frank Sharum Landscape Design, Inc. in the amount of \$148,743.00 for the installation of trees and shrubs within the medians of Crossover Road and Van Asche Drive, and to approve a project contingency in the amount of \$15,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 41-16

- 12. Ewing Signal Construction, LLC:** A resolution to approve a contract with Ewing Signal Construction, LLC of Nixa, Missouri in the amount of \$100,041.50 for the construction of a traffic signal at the intersection of Van Asche Drive and Garland Avenue (Highway 112), and to approve a project contingency in the amount of \$10,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 42-16

- 13. Arkansas Highway and Transportation Department:** A resolution to approve a payment of \$359,587.42 to the Arkansas Highway and Transportation Department for the design and construction of the Highway 45/Old Wire Road Signal and Intersection Improvements Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 43-16

- 14. Gulf Coast High Intensity Drug Trafficking Area Funding:** A resolution to approve a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of \$136,992.00 for the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 44-16

B. Unfinished Business: None

C. New Business:

1. **In-House Pavement Improvements Project:** A resolution to approve a budget adjustment reappropriating funds in the amount of \$500,000.00 from the Willow Bend Development Cost Share Project to the In-House Pavement Improvements Project for 2016.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 45-16

2. **Rescue Phone, Inc.:** An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of a Crisis Response System from Rescue Phone, Inc. in the amount of \$22,985.00 plus applicable taxes for use by the Police Department, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5844

3. **RZN 15-5268 (North of 812 S. College Ave./Cameron):** An ordinance to rezone that property described in Rezoning Petition RZN 15-5268 for approximately 0.53 acres located north of 812 South College Avenue from NC, Neighborhood Conservation to RSF-18, Residential Single Family, 18 units per acre.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5845

4. **VAC 15-5277 (327 S. West Ave./Habitat for Humanity, Washington County):** An ordinance to approve VAC 15-5277 submitted by Specialized Real Estate, Inc. for property located at 327 South West Avenue to vacate portions of street and alley rights-of-way.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5846

5. **VAC 15-5279 (660 W. MLK Blvd./Walmart Neighborhood Market):** An ordinance to approve VAC 15-5279 submitted by CEI Engineering Associates, Inc. for property located at 660 West Martin Luther King Boulevard to vacate portions of utility easements.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5847

6. **VAC 15-5281 (1211 W. James St./Haven Campus Communities):** An ordinance to approve VAC 15-5281 submitted by Blew and Associates, Inc. for property located at 1211 West James Street to vacate portions of utility and drainage easements

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5848

7. **ADM 15-5270 (Southwest Corner of Persimmon and Mountain Ranch/Parkhill at Mountain Ranch PZD Modification):** An ordinance to modify R-PZD, Residential Planned Zoning District 12-4284 (Parkhill at Mountain Ranch) to slightly reduce the total area and the number of lots and to replace an alley with shared driveways.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5849

Announcements:

City Council Agenda Session Presentations:

City Council Tour:

Adjournment: 6:15 p.m.

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

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

Subject:	CONSENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Long</i>			
<i>A.14 Removed from Consent Minutes Approved Passed 32-16 thru 44-16</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

8-0

Subject:	<i>A.14 - 2016-0023 Gulf Coast High Intensity Drug</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Tennant</i>			
Seconded:		<i>Long</i>			
<i>A.14, Removed from Consent Passed 44-16</i>	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

Subject:		IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT			
Motion To:					
Motion By:		<i>Approve</i>			
Seconded:		<i>Petty</i>			
		<i>Marsh</i>			
C. 1 New Business <i>Passed</i> 45-14	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Mayor Jordan				

8-0

Subject:		RESCUE PHONE, INC.			
Motion To:					
Motion By:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Marsh</i>	<i>Marsh</i>		
Seconded:		<i>Schoppmeyer</i>	<i>Long</i>		
C. 2 New Business <i>Passed</i> 5844	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Marsh</i>	<i>Gray</i>	
Seconded:			<i>Tennant</i>	<i>Marsh</i>	
C. 3 New Business <i>passed</i> <i>5845</i>	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>Recuse</i>	<i>Recuse</i>	<i>Recuse</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

*7-0**7-0**7-0*

Subject:		VAC 15-5277 (327 S. WEST AVE./HABITAT FOR HUMANITY, WASHINGTON COUNTY)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Marsh</i>	<i>Tennant</i>	
Seconded:			<i>Petty</i>	<i>La Tour</i>	
C. 4 New Business <i>passed</i> <i>5846</i>	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

*8-0**8-0**8-0*

Subject:		VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Gray	Long	
Seconded:			Petty	Tennant	
C. 5 New Business <u>Passed</u> 5847	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:		VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES)			
Motion To:			2nd Read	3rd Read	Pass
Motion By:			Gray	Gray	
Seconded:			Marsh	Marsh	
C. 6 New Business <u>Passed</u> 5848	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Petty</i>	<i>Marsh</i>		
Seconded:		<i>Marsh</i>	<i>Tennant</i>		
C. 7 New Business <i>passed</i> <i>5849</i>	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Mayor Jordan				

*8-0**8-0**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: February 3, 2016

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of February 2, 2016

1. A resolution to approve a budget adjustment in the amount of \$21,573.00 representing donation revenue to Animal Services received during the third and fourth quarters of 2015.
2. A resolution to approve the purchase of a 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 from Lewis Automotive Group of Fayetteville in the amount of \$22,995.00, pursuant to a State Procurement Contract, for use by the engineering division.
3. A resolution to award bid #16-18 and authorize a contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for the Baxter and Mount Sequoyah Tank Rehabilitation Improvements Project, to approve a project contingency in the amount of \$113,351.00, and to approve a budget adjustment.
4. A resolution to approve Amendment No. 2 to the contract with Environmental Consulting Operations, Inc. in the amount of \$50,000.00 for wetlands mitigation site monitoring and management through 2016.
5. A resolution pursuant to Fayetteville Code of Ordinances Section 39.10(c)(4) to authorize the Mayor to pay the amount of \$11,695.64 to Kee, LLC and \$5,290.40 to Servpro of Fayetteville/Springdale for a wastewater damage claim arising at 620 N. Rockcliff Road.
6. A resolution to approve a budget adjustment in the amount of \$200.00 representing donation revenue from Precision Rescue, LLC to the Fayetteville Fire Department for the Annual Employee Service Awards Event.

7. A resolution to approve a budget adjustment in the amount of \$750.00 representing donation revenue from the Fayetteville Firefighters Association to the Fayetteville Fire Department for the Annual Employee Service Awards Event.
8. A resolution to approve a contract with Grant Thornton LLP in the amount of \$97,500.00 to provide Independent Audit Services to the City of Fayetteville.
9. A resolution to approve a budget adjustment for 2015 to appropriate the non-cash repurchase of approximately 24 acres in the Fayetteville Commerce District from Pacific Vet Group-USA, Inc.
10. A resolution to award Bid #16-17 and authorize a contract with Frank Sharum Landscape Design, Inc. in the amount of \$148,743.00 for the installation of trees and shrubs within the medians of Crossover Road and Van Asche Drive, and to approve a project contingency in the amount of \$15,000.00.
11. A resolution to approve a contract with Ewing Signal Construction, LLC of Nixa, Missouri in the amount of \$100,041.50 for the construction of a traffic signal at the intersection of Van Asche Drive and Garland Avenue (Highway 112), and to approve a project contingency in the amount of \$10,000.00.
12. A resolution to approve a payment of \$359,587.42 to the Arkansas Highway and Transportation Department for the design and construction of the Highway 45/Old Wire Road signal and intersection improvements project.
13. A resolution to approve a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of \$136,992.00 for the Police Department.
14. A resolution to approve a budget adjustment reappropriating funds in the amount of \$500,000.00 from the Willow Bend Development cost share project to the In-House Pavement Improvements Project for 2016.
15. An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of a Crisis Response System from Rescue Phone, Inc. in the amount of \$22,985.00 plus applicable taxes for use by the Police Department, and to approve a budget adjustment.
16. An ordinance to rezone that property described in rezoning petition RZN 15-5268 for approximately 0.53 acres located north of 812 South College Avenue from NC, Neighborhood Conservation to RSF-18, Residential Single Family, 18 Units Per Acre.

17. An ordinance to approve VAC 15-5277 submitted by Specialized Real Estate, Inc. for property located at 327 South West Avenue to vacate portions of street and alley rights-of-way.
18. An ordinance to approve VAC 15-5279 submitted by CEI Engineering Associates, Inc. for property located at 660 West Martin Luther King Boulevard to vacate portions of utility easements.
19. An ordinance to approve VAC 15-5281 submitted by Blew and Associates, Inc. for property located at 1211 West James Street to vacate portions of utility and drainage easements.
20. An ordinance to modify R-PZD, Residential Planned Zoning District 12-4284 (Parkhill at Mountain Ranch) to slightly reduce the total area and the number of lots and to replace an alley with shared driveways.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, February 2, 2016

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**1. [2016-0049](#)**BARRETT BABER PROCLAMATION****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:**A. 1 [2015-0640](#)

APPROVAL OF THE JANUARY 19, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0003](#)**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$21,573.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES RECEIVED DURING THE THIRD AND FOURTH QUARTERS OF 2015

Attachments:[2016-0003](#)[BA- 3+4 qtr 2015](#)A. 3 [2016-0021](#)**LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2016 DODGE RAM 1500 TRADESMAN QUAD CAB 4X4 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE IN THE AMOUNT OF \$22,995.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE ENGINEERING DIVISION

Attachments:[SRP - Engineering Dodge Ram](#)

A. 4 [2016-0016](#)**BID #16-18 UTILITY SERVICE COMPANY, INC.:**

A RESOLUTION TO AWARD BID #16-18 AND AUTHORIZE A CONTRACT WITH UTILITY SERVICE COMPANY, INC. IN THE AMOUNT OF \$1,133,510.00 FOR THE BAXTER AND MOUNT SEQUOYAH TANK REHABILITATION IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$113,351.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Baxter and Mt. Sequoyah Tank Rehab Legistar Packet](#)[BA - Baxter and Mt Sequoyah Tank Rehab](#)**A. 5** [2016-0005](#)**ENVIRONMENTAL CONSULTING OPERATIONS, INC.
AMENDMENT NO. 2:**

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$50,000.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT THROUGH 2016

Attachments:[ECO Woolsey Legistar Packet](#)**A. 6** [2016-0017](#)**KEE, LLC AND SERVPRO OF FAYETTEVILLE/SPRINGDALE:**

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$11,695.64 TO KEE, LLC AND \$5,290.40 TO SERVPRO OF FAYETTEVILLE/SPRINGDALE FOR A WASTEWATER DAMAGE CLAIM ARISING AT 620 N. ROCKCLIFF ROAD

Attachments:[Rockcliff Rd 620 \(Elsass\) Legistar Packet](#)**A. 7** [2016-0012](#)**PRECISION RESCUE, LLC DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$200.00 REPRESENTING DONATION REVENUE FROM PRECISION RESCUE, LLC TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:[SRF_SRM_Donation Revenue received from Precision Rescue LLC](#)[BA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council M](#)

A. 8 [2016-0013](#)**FAYETTEVILLE FIREFIGHTERS ASSOCIATION DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$750.00 REPRESENTING DONATION REVENUE FROM THE FAYETTEVILLE FIREFIGHTERS ASSOCIATION TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:[SRF SRM Donation Revenue Fayetteville Firefighters Association](#)[BA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council IV](#)**A. 9** [2016-0011](#)**GRANT THORNTON LLP:**

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$97,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments:[2016-0011 Audit engagement contract](#)**A. 10** [2016-0025](#)**PACIFIC VET GROUP-USA, INC.:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR 2015 TO APPROPRIATE THE NON-CASH REPURCHASE OF APPROXIMATELY 24 ACRES IN THE FAYETTEVILLE COMMERCE DISTRICT FROM PACIFIC VET GROUP-USA, INC.

Attachments:[2016-0025 Pacific Vet Group Budget](#)[2016-0025 BA_BUDGET_ADJUSTMENT_FORM_LEGISTAR](#)**A. 11** [2016-0024](#)**FRANK SHARUM LANDSCAPE DESIGN, INC.:**

A RESOLUTION TO AWARD BID #16-17 AND AUTHORIZE A CONTRACT WITH FRANK SHARUM LANDSCAPE DESIGN, INC. IN THE AMOUNT OF \$148,743.00 FOR THE INSTALLATION OF TREES AND SHRUBS WITHIN THE MEDIANS OF CROSSOVER ROAD AND VAN ASCHE DRIVE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00

Attachments:[2016-0024 Crossover \(II\) and Van Asche Tree Planting](#)

A. 12 [2016-0026](#)**EWING SIGNAL CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A CONTRACT WITH EWING SIGNAL CONSTRUCTION, LLC OF NIXA, MISSOURI IN THE AMOUNT OF \$100,041.50 FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF VAN ASCHE DRIVE AND GARLAND AVENUE (HIGHWAY 112), AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00

Attachments:[Legistar 2016-0026](#)**A. 13** [2016-0037](#)**ARKANSAS HIGHWAY AND TRANSPORTATION
DEPARTMENT:**

A RESOLUTION TO APPROVE A PAYMENT OF \$359,587.42 TO THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE DESIGN AND CONSTRUCTION OF THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT

Attachments:[Legistar 2016-0037](#)**A. 14** [2016-0023](#)**GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA
FUNDING:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$136,992.00 FOR THE POLICE DEPARTMENT

Attachments:[SRP - 2016 HIDTA](#)[BA - 2016 HIDTA](#)**B. Unfinished Business: None****C. New Business:**

C. 1 [2016-0022](#)**IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT REAPPROPRIATING FUNDS IN THE AMOUNT OF \$500,000.00 FROM THE WILLOW BEND DEVELOPMENT COST SHARE PROJECT TO THE IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT FOR 2016

Attachments:[SRF 2016-0022](#)[BA 2016-0022](#)**C. 2** [2016-0010](#)**RESCUE PHONE, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A CRISIS RESPONSE SYSTEM FROM RESCUE PHONE, INC. IN THE AMOUNT OF \$22,985.00 PLUS APPLICABLE TAXES FOR USE BY THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Agenda - Crisis Response System](#)[BA - Crisis Response System](#)**C. 3** [2016-0031](#)**RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5268 FOR APPROXIMATELY 0.53 ACRES LOCATED NORTH OF 812 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

Attachments:[15-5268 CC reports](#)**C. 4** [2016-0030](#)**VAC 15-5277 (327 S. WEST AVE./HABITAT FOR HUMANITY, WASHINGTON COUNTY):**

AN ORDINANCE TO APPROVE VAC 15-5277 SUBMITTED BY SPECIALIZED REAL ESTATE, INC. FOR PROPERTY LOCATED AT 327 SOUTH WEST AVENUE TO VACATE PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY

Attachments:[CC pack](#)

C. 5 [2016-0032](#)**VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET):**

AN ORDINANCE TO APPROVE VAC 15-5279 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 660 WEST MARTIN LUTHER KING BOULEVARD TO VACATE PORTIONS OF UTILITY EASEMENTS

Attachments:[15-5279 Full Report](#)**C. 6** [2016-0027](#)**VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES):**

AN ORDINANCE TO APPROVE VAC 15-5281 SUBMITTED BY BLEW AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1211 WEST JAMES STREET TO VACATE PORTIONS OF UTILITY AND DRAINAGE EASEMENTS

Attachments:[15-5281 Full Report](#)**C. 7** [2016-0028](#)**ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION):**

AN ORDINANCE TO MODIFY R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 12-4284 (PARKHILL AT MOUNTAIN RANCH) TO SLIGHTLY REDUCE THE TOTAL AREA AND THE NUMBER OF LOTS AND TO REPLACE AN ALLEY WITH SHARED DRIVEWAYS

Attachments:[15-5270 CC reports](#)**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

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

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 Meeting
January 19, 2016**

A meeting of the Fayetteville City Council was held on January 19, 2016 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, Deputy City Clerk Lisa Branson, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports and Discussion Items:

Presentation of the City of Fayetteville 2016 Dr. Martin Luther King, Jr. Brotherhood Award – Kit Williams

City Attorney Kit Williams: I have been privileged to select a City of Fayetteville employee to receive the Dr. Martin Luther King Jr. Brotherhood Award. This award is given annually in recognition to a city employee whose service to our city and our community best exemplifies Dr. King's dream of equality, justice and brotherhood. For the first time in 14 years, I have decided to honor two city employees, who together went beyond the call of duty to serve our community and provide hope to one of our less fortunate citizens. A few Police Departments in our nation have brought shame and disrespect upon themselves when their officers used more force than was really

needed and sometimes even unjustified deadly force. Such actions poisoned community respect and support for the police and made keeping the peace even more difficult. We in Fayetteville are lucky that our Fayetteville Police Department is highly professional, community orientated, and respectful of our citizens. Not one case in this century has any of our police officers ever been found to have acted with excessive force or violated the constitutional rights of our citizens. This perfect record for our Police Department is not lucky, but well earned. A perfect record and professionalism of our Police Department are not just testaments to Chief Tabor and his management team, but to every police officer.

I would like to honor Renar Benson and Justin Faubus, two of our Dickson Street patrol officers. Not for solving a crime, but for personally curing the ill effects of that crime. These officers walk the Dickson Street beat which requires a thick skin, even temperament, and good judgment to keep everybody safe. They learned that Jason, a guitarist, who plays for tips on Dickson Street had his guitar stolen and lost his ability to earn a living. Officer Benson and Officer Faubus informed Jason that there were no real leads on the case as to who stole his guitar. This was distressing to Jason because he had no other way to earn a living. Officer Benson and Officer Faubus used their own money to purchase a guitar and gave it to Jason. When questioned about this, both officers acknowledged what they had done, but neither desired any recognition. The Mayor, City Council, City of Fayetteville, and I shall recognize you for epitomizing Dr. King's dream of equality, justice, and brotherhood. It is my honor to award both of you the 2016 City of Fayetteville Dr. Martin Luther King Jr. Brotherhood Award.

Mayor Jordan: Thank you, gentleman.

State of the City - by Mayor Lioneld Jordan

Mayor Lioneld Jordan read the State of the City Address.

A copy is attached.

Agenda Additions: None

Consent:

Approval of the December 15, 2015 and January 5, 2016 City Council Meeting Minutes.

Approved

Pierce Manufacturing Donation Revenue: A resolution to approve a budget adjustment in the amount of \$500.00 representing donation revenue from Pierce Manufacturing to the Fayetteville Fire Department for the annual employee service awards event.

Resolution 29 -16 as recorded in the office of the City Clerk

Alderman Marsh moved to accept the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

RZN 15-5194 Villas at Stonebridge (Various Expired PZD Locations/Expired PZDs): An ordinance to rezone that property described in Rezoning Petition RZN 15-5194 for approximately 53.03 acres located at east of Riverwalk Subdivision on Dead Horse Mountain Road from RPZD 06-2170 (Villas at Stonebridge) to R-A, Residential-Agricultural. *At the December 15, 2015 City Council meeting, this ordinance was left on the first reading. At the January 5, 2016 City Council meeting, this ordinance was left on the second reading.*

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

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance.

Robert Rhoads, Attorney for the Applicant, Mitchell Massey: Six of the Council members were here the last time I spoke. The two that weren't here, probably looked at the film. Based on Ms. Marsh's comments, we had our engineers send you all a letter describing what the developer would do if he develops this. It describes how the drainage issues would be taken care of, all well within the ordinances of the city, as well as state laws. We had one person from the public speak at the last meeting stating that she originally was against the project. She is now in favor of the project since it is 2.5 units per acre.

At the PZD level, the maximum that could have been put on this property was 349 units. At RSF-4, had we not put the Bill of Assurance together, the total number of units would have been 212. With the Bill of Assurance at 2.5 units per acre it is 133. I would like for you to think about those numbers when you look at the maps showing either a lot of flood plain area that's not developable or the RSF-4 that is all around this particular site. I ask that the Council vote on this and allow it to be a RSF-4 with the Bill of Assurance in place, at no more than 2.5 units per acre.

Alderman La Tour spoke in favor of amending the ordinance to RSF-4 with a Bill of Assurance.

Alderman Marsh: What was the Planning Commission recommendation?

Jeremy Pate: They separated it out from the rest of the Planned Zoning Districts that have come forward. They recommended it to be returned to the original zoning of Residential Agriculture.

Alderman Marsh: Staff recommendation as well?

Jeremy Pate: Yes, that is correct.

Alderman Marsh: In a sense this is an appeal of the Planning Commission and staff's recommendation. We should retain the original language. I will not support the amendment.

Alderman Long: Was the Bill of Assurance present when the Planning Commission had their discussion?

Jeremy Pate: It was not.

Alderman Long: It was basically RSF-4, 4 units per acre, but now it is 2.5 units per acre. The Planning Commission didn't have that to consider.

Jeremy Pate: I don't believe the Planning Commission ever voted on the RSF-4 request. They discussed it, but didn't take a vote on RSF-4 if I remember correctly. Kit, do you remember that?

City Attorney Kit Williams: There was no Bill of Assurance offered. I told them they needed to recommend something to you. We can't leave it in an expired PZD status. I don't think they ever voted on a RSF-4.

Julia Seibert, 3791 East Spanish Bay Place stated she wants to keep the area rural and avoid urban sprawl. She stated there are a lot of issues on Dead Horse Mountain with flooding. She requested Council to vote against a development.

Alderman Kinion: The issue that we are looking at is a zoning issue. A zoning by right. We are replacing a PZD. I can't support the RSF-4 because I would like to have more information on a development, but that is not what we are discussing this evening. We are not discussing a development. We are discussing the capacity to build on property at a certain density. I'm not going to support this amendment. I want the owner of the property to know that I am not against developing this property. We know from previous discussions that there are a lot of water issues in the area. I could possibly support a form based zoning or a PZD with specific development that can be considered as we move forward. I am going to support the staff and Planning Commission recommendations.

Alderman Petty: In addition to the drainage infrastructure problems that have been outlined, we have some transportation infrastructure concerns with developing on the edge of town. There is a traffic congestion issue out there that is caused directly by having so much housing developed. This would establish the right to build 130 more homes that would add to that. I voted to overturn the Planning Commission and staff on a dozen or so occasions in the past. Each one of those cases we were presented with compelling reasons to do so. I haven't heard those compelling arguments tonight.

Alderman Gray: I will be supporting the 2.5 per acre. This developer has given us a Bill of Assurance that will stay with the property. With our new drainage rules that we have, we should be able to build the 2.5 per acre and control the drainage. In regards to the 130 houses and the intersection. If you have been there since we've opened up the new highway and all the new design of that intersection, you will see it is like night and day of what it used to be. I have not been

delayed since the new intersection has opened up. The Planning Commission did not have the 2.5 per acre and Bill of Assurance.

Alderman La Tour moved to amend the ordinance to RSF-4 subject to the Bill of Assurance. Alderman Long seconded the motion. Upon roll call the motion to amend passed 5-3. Aldermen La Tour, Long, Gray, Tennant, and Schoppmeyer voting yes. Aldermen Marsh, Kinion and Petty voting no.

A discussion followed about the definition of RSF-4.

Mayor Jordan: Jeremy, does this change your opinion going to a Bill of Assurance with 2.5 units per acre?

Jeremy Pate: It does not.

Alderman Marsh: At the last Water, Sewer, and Solid Waste meeting we talked about the West Fork of the White River. We talked about the impairment of the waterway and the potential that we may need to construct a \$30 million plus facility in order to clean out the damage. It is a potential burden on our taxpayer in order to accommodate this kind of development, which is inconsistent with our 2030 City Plan. As we have plotted for development, this property makes it difficult to serve with public transit, trail system, and other amenities our citizens expect. There are access issues due to traffic. I question our ability to safely serve this area of town with police and fire services. We have seen testimony from residents in other areas along the Stonebridge Meadow golf course about the flooding that they are experiencing. I don't believe this development would be significantly different from that. It would be irresponsible to allow more development in these flood prone areas. It is important to avoid sprawl. For the opportunity for some development, another PZD would be appropriate.

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

Ordinance 5842 as recorded in the office of the City Clerk

Appeal of a Condition of PPL 15-5253 to require the Developer to Build a Connection to Fox Trail: A resolution to grant the appeal of a condition of PPL 15-5253 to require the developer to build a connection to Fox Trail. *At the January 5, 2016 City Council meeting, this ordinance was tabled.*

Jeremy Pate, Director of Development Services gave a brief description of the resolution. He stated staff recommends approval.

Alderman La Tour: Is this something the developer has proposed?

City Attorney Kit Williams: That is correct. They are requesting the removal of this condition.

Jeremy Pate: We recommend in favor of that.

Tom Terminella: I am here on behalf of the subdivision. We feel that this is a reasonable request and ask for your approval. Thank you.

Mayor Jordan: You are welcome, Tom.

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

Resolution 30-16 as recorded in the office of the City Clerk

New Business:

Amend the 2016 Adopted Budget: A resolution to amend the 2016 adopted budget by reappropriating \$71,748,700.00 in bonded or ongoing capital projects, outstanding obligations and grant funded items.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Alderman La Tour requested to know what two of the largest CIP Projects were.

Paul Becker: One of the largest projects is the Regional Park. Another one is for water and sewer. This addresses rehabbing the water and sewer lines. It reauthorizes approximately \$12 million worth of bond funds to continue the street program that was authorized by the voters in 2006.

Alderman La Tour: The \$71 million is spending that has already been approved in our budget process?

Paul Becker: Yes. In previous years this has been authorized. This is coming forward to be reauthorized. As we go forward, we have the same bid procedures for anything over \$20,000 that has to be approved by Council. This isn't an automatic expenditure, this is the authorization or inclusion in the budget.

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

Resolution 31-16 as recorded in the office of the City Clerk

Amend §72.02 Nonconsensual, Police-Initiated Towing, Storage and Impoundment Procedures and §72.03 Parking Prohibited in Certain Places: An ordinance to amend §72.02 Nonconsensual, Police-Initiated Towing, Storage and Impoundment Procedures and §72.03 Parking Prohibited in Certain Places to clarify that persons may not legally park their motor vehicles on city trails.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: This issue came to my attention from city staff who were concerned. I was sent a picture of a truck that was parked blocking a city trail. There is another picture showing about five or six scooters parked along the trail impeding the use of that trail. When we drafted the parking regulations we assumed that people wouldn't park their motor vehicles on the city trail since they aren't allowed to drive their motor vehicles on a city trail. This will give our police officers the specific power to enforce this.

Alderman Long: On Section 72.02, subsection B and C it refers to whenever the Police Department removes a vehicle from a street under this section. Those two sections talk about notification to the owner or how they find the registration records. It only refers to a street. Should those also reference the other sections mentioned in Section 72.03?

City Attorney Kit Williams: I don't think we need to change them. This is directing our Police Department. One of the problems we are going to have with motor scooters parked along trails is that a lot of them don't have any registration. It will be more difficult for the police to find the owners. I would ask the Police Department to follow this procedure for due process reasons.

Alderman Long: I was thinking about motorcycles because we host Bikes, Blues and Barbeque. They all have registrations and license plates.

Captain Brown, Fayetteville Police Department: The problem is getting a hold of the scooter owners because they are not required to be registered. Cars are a different story. We would probably try to contact the owner before we ticket and tow to ask them to move them.

City Attorney Kit Williams: There was a suggestion from Alderman La Tour that we could leave them a note saying if it is your scooter, please contact the Police Department. We could affix tickets to the scooter saying this is your one warning and after that it is subject to not only being ticketed, but removed.

Captain Brown: Officers have that discretion to issue a written warning, ticket, or tow.

Alderman La Tour: We should tell the public right now that if your scooter turns up missing, call the police first and ask if it was towed.

A discussion followed about scooters being towed and the ability for police officers to write a ticket.

Alderman Long: Looking at Section 72.02, and saying in subsections B and C that when the Police Department removes a vehicle from a street, we should also reference the other areas for the sake of consistency. I'm going to offer an amendment to Section 72.02, subsections B and C to change the word street, to the areas mentioned in Section 72.03.

City Attorney Kit Williams: That would mean from a highway street, street right-of-way, trail, trail right-of-way, city parking lot, or other city owned property not authorized for parking?

Alderman Long: Correct.

City Attorney Kit Williams: That is a longer version. I like to keep the code as short and consistent as possible. I have no objection to adding that for both B and C.

A discussion followed about the wording of the amendment.

Alderman Marsh: Would it be better to say from a prohibited parking area, instead of all those things?

Mayor Jordan: Do you want to change it?

Alderman Long: I think it is the same thing either way.

Alderman Marsh: If you say prohibited parking area, it covers everything.

Alderman Long: I agree.

Alderman Long moved to amend the word street to prohibited parking area. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

Alderman Marsh: Thank you to staff for bringing this forward. This has been a real problem in my area.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5843 as recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: The City Council has contracted Boyette Strategic Advisors to conduct a public input session for our citizens to provide input on Economic Development Strategy for the City of Fayetteville. It will be January 21, 2016 at 5:30 p.m. at the Fayetteville Town Center.

We are under a winter weather advisory. We have posted slides from the National Weather Service on the City of Fayetteville Facebook page.

Alderman Long: There will be a Ward 4 meeting on January 25, 2016 at City Hall in Room 111 at 6:00 p.m.

Mayor Jordan: I will be leaving tomorrow, January 20, 2016 for the United States Conference of Mayors in Washington, D.C. I sit on the Housing & Urban Development Board and Parks Tourism & Recreation Board.

City Attorney Kit Williams: I would like to let the City Council know that next Tuesday, the Uniform Civil Rights Protection ordinance has been scheduled for a hearing. Your attendance is not required. I will be there to make the arguments.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 7:15 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

SOME OF US

"With all the earnestness at our command, we beg of you to be fearless and thorough from the very start. Some of us have tried to hold onto our old ideas and the result was nil until we let go absolutely...Half measures availed us nothing...We asked His protection and care with complete abandon. Here are the steps we took...."

(Alcoholics Anonymous 'How It Works' absolutism)

'How it Works' implies the majority of Alcoholics Anonymous members have let go of their "old ideas" (original sin in religious terms) absolutely when stating "Some of us have tried to hold onto our old ideas and the result was nil until we let go absolutely". However, Appendix II [AA Big Book; 3rd Ed.] explains how many of us are relieved to find a sudden religious experience, like Bill W.'s, was unnecessary to successfully work the steps, that "Most of our experiences are what the psychologist William James calls the 'educational variety' because they develop slowly over a period of time". Thus most of us are "some of us" and not "we" who "beg of you" (to be absolutist in a guilt inducing manner).

For to fulfill such imperatives as letting go absolutely with no old ideas remaining is to live in perfect communion with God perennially. Whereby a daily 3rd step (surrender to God) would not only be absolutely unnecessary but a misnomer: If old ideas have crept back in at any point following having let go absolutely, requiring another letting go, one hasn't let go *absolutely* to begin with. Absolutely means absolutely, particularly in the context "half measures availed us nothing" and "the result was nil until...", thereby rendering a daily 10th step [moral inventory] moot as well since there would be no faults (sins) to tally.

Once the absolutism has been established imperative it cannot be rescinded; caveats seeming to attenuate the absolutism are misleading. "We are not cured of alcoholism. What we have is a daily reprieve contingent upon the maintenance of our spiritual condition" means old ideas have not been let go of absolutely, their return requiring daily maintenance. But since this is half measures and the result is nil, why bother? Tutto o niente—all or nothing—legalism has already been planted in one's mind, quite likely inciting unconscious rebellion. By the time "We are not saints...we claim spiritual progress rather than spiritual perfection" appears, it amounts to little more than a hollow epigram.

Appendix II: "Though it was not our intention to create such an impression, many alcoholics have nevertheless concluded that in order to recover they must acquire an immediate and overwhelming 'God consciousness' followed at once by a vast change in feeling and outlook".

Alcoholics concluding that show the caveats haven't rescinded the absolutism. Resulting in an enigmatic dichotomy of "God conscious" members appearing "happy, joyous and free" —having fulfilled the imperatives purportedly—and "half measures" members chronically aware of not having done so. False guilt is the consequence that can lead an alcoholic back to drinking, or to seek oblivion through myriad forms in order to assuage a troubled conscience. "Strait is the gait and few there be that find it" or "Beware the Pharisees"?

Furthermore, Appendix II granting the steps are a learning process and not an event appears inconsistent. "Here are the steps we took", not "Here are the steps we are taking over the span of a lifetime". Moreover, "If you want what we have and are willing to go to any length to get it" not "If you want what we are gradually getting over a lifetime of working the steps and are willing to go to any length to get that which we are ever so gradually getting through a learning process". And, forthwith, "To show other alcoholics precisely how we have recovered is the main purpose of this book" (Forward to Big Book; 1st Ed.); i.e. "Our stories disclose in a general way what it was like, what happened, and what it's like now". Finally, "Having had a spiritual awakening as a result of these steps", not otherwise, we thence commenced compelling newcomers to get on their knees in our presence when turning their lives and wills over to the care of God as we understood Him.

That's what Dr. Bob did, beginning a custom AA sponsors ("spiritual advisors") continue today worldwide [even though the Big Book instructs differently; p.63]. Ebby T. hadn't required Bill W. to get on his knees; Bill W. hadn't required Dr. Bob to get on his knees; it had only involved one alcoholic sharing with another mutually reportedly. But because Dr. Bob "always emphasized the religious angle very strongly when working with others" (Big Book; p.292; 3rd Ed.), and worked in collusion with local judges court ordering people to AA, this custom epitomizes Oliver Cromwell coercion more so than a "voluntary program" of "attraction not promotion" [see AA pamphlet 'It Sure Beats Sitting In A Cell']. Surrendering to God with a bayonet at one's back

risks its sincerity and is no doubt a major source of hostility in AA. Far more severe laws are needed to deter drunk driving instead as the carnage continues despite decades of court ordered AA (which is a violation of AA's 12 Traditions).

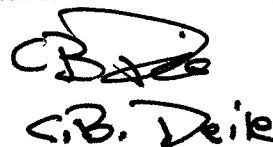
Although AA states it is spiritual and not religious, it's 'AA Comes of Age'—see the 'Therapeutic Mechanism of Alcoholics Anonymous' in particular--includes doctors William D. Silkworth and Harry M. Tiebout depicting a religious context: ...“Under these conditions, the patient turns to religion with an *entire* willingness and readily accepts, *without reservation*, a simple religious proposal” (italics added denoting more absolutism); “Considering the presence of the religious factor”; “Because of this initial confidence, identical experience, and the fact that the discussion is pitched on moral and religious grounds”; “It is paramount to note that the religious factor is all important even from the beginning”; “...found an answer to his drinking problem in a personal religious experience”; ...“In a sense, this is what happens in Alcoholics Anonymous; religion plays upon the narcissism and neutralizes it to produce a feeling of synthesis”; “In other words, unless the religious impetus of Alcoholics Anonymous effects a change in the deeper personality components, the influence of the program is not lasting.” Harry Emerson Fosdick's favorable review of AA's Big Book in 1939 states: “The core of their whole procedure is religious”. Fosdick again (1956): “Moreover, these testimonies bear witness to religion's reality, for Alcoholics Anonymous is deeply religious.” [‘AA Comes of Age’; Pgs. 304-324¹]

The prima facie acceptance is the answer to *all* of my problems today, and if I am disturbed for any reason it is because there is something the matter with me for failing to accept life on life's terms (p.449; Big Book; 3rd Ed.), not only contradicts the Serenity Prayer, it places the onus squarely on the individual for their suffering. As does AA making it very clear one's own self-will is to blame for one's problems: Our troubles were of our own making. They arise out of our selves. We stepped on the toes of our fellows and they retaliated. After all, our problems were of our own making. But it is clear that we made our own misery. God didn't do it....Similar to Emmet Fox's 'Sermon on the Mount', influential to AA and handed out to newcomers before the Big Book was published. At the end of chapter 2, Fox blames Christian martyrs for their own martyrdom, asserting had they only loved their enemies better they would not have been killed. Apparently Fox misconstrued OT proverb 16:7—when a man's ways please the Lord he makes even his enemies to be at peace with him—applying it absolutely in blaming the martyrs. Jesus' ways pleased the Lord yet his enemies crucified him; Martin Luther King, Jr. preached and lived love yet he was shot to death. Had King failed to love his enemies sufficiently, thereby to blame for his murder? No. Interesting AA sees nothing wrong with Fox's blame shifting. Evidently if you work AA's program you demonstrate its promises and do not play the victim. In AA tough love parlance: “No whining”. Christian religion, on the other hand, teaches if you actuate God's will not only may you produce fruit of the Spirit—love, joy, peace, gentleness, goodness, faith—you may incur tribulation in this world as well; long suffering is also a fruit of the Spirit (Gal. 5:22). So if one is disturbed, like Christ suffering in the flesh perhaps (I Peter 4:12), it could be indication they are actually doing God's will (I Peter 4:19). Chekhov's 'Ward 6': “But what about Christ? Christ responded to reality by weeping, smiling, grieving, being angry, and even feeling miserable. He didn't go forth to meet suffering with a smile”.

Regarding Ebby, Bill and Dr. Bob, none had let go absolutely: Ebby T. drank again. Bill W. had a sudden religious experience removing his desire to drink, followed by his working the steps, yet shared of suffering waves of self-pity and resentment throughout his first two years of sobriety. Bill W.'s “dry drunk” periods later led to his (and wife Lois, Father Dowling, and other AA's) using LSD in sobriety, believing it to improve the alcoholics relationship with God by removing self—ego—and making room for God [see AA's 'Pass It On']. Dr. Bob fought cravings for alcohol his first several years of sobriety, cravings that continued *after* he had worked the steps (they were 6 steps back then). So, being mortal men, the co-founders of Alcoholics Anonymous had not let go absolutely [see online 'Forgetting Reinhold Niebuhr'; New York Times; 9/18/2005—Niebuhr was a Protestant theologian and author of the Serenity Prayer; the article addresses absolutism]. Finally, Jesus Christ did not let go absolutely when baptized by John or else he would not have struggled in the Garden of Gethsemane (Matt 26:36-46 KJV); Jesus did not let go absolutely until saying “It is finished” on the Cross (John 19:30 KJV).

“The basenesses so commonly charged to religion's accounts are thus, almost all of them, not chargeable at all to religion proper, but rather to religion's wicked practical partner, the spirit of corporate dominion.”

William James 'The Varieties of Religious Experience'



C.B. Deike

¹ A.A. World Services, Inc.

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, January 26, 2016

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:

Agenda Additions

A. Consent:

A. 1 [2015-0640](#)

APPROVAL OF THE JANUARY 19, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0003](#)

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$21,573.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES RECEIVED DURING THE THIRD AND FOURTH QUARTERS OF 2015

Attachments:

[2016-0003](#)

[BA- 3+4 qtr 2015](#)

A. 3 [2016-0022](#)

IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT REAPPROPRIATING FUNDS IN THE AMOUNT OF \$500,000.00 FROM THE WILLOW BEND DEVELOPMENT COST SHARE PROJECT TO THE IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT FOR 2016

Attachments:

[SRF 2016-0022](#)

[BA 2016-0022](#)

A. 4 [2016-0021](#)

LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2016 DODGE RAM 1500 TRADESMAN QUAD CAB 4X4 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE IN THE AMOUNT OF \$22,995.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE ENGINEERING DIVISION

Attachments: [SRP - Engineering Dodge Ram](#)

A. 5 [2016-0038](#)

REPEAL RESOLUTION NO. 23-16:

A RESOLUTION TO REPEAL RESOLUTION NO. 23-16 AND APPROVE THE PURCHASE OF A VOLVO MC135C SKID STEER FROM HUGG & HALL EQUIPMENT OF SPRINGDALE IN THE AMOUNT OF \$52,855.00, PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, FOR USE AT THE WEST SIDE WASTEWATER TREATMENT FACILITY

Attachments: [SRP - Amendment WWPE Skid Steer 6018](#)

A. 6 [2016-0016](#)

BID #16-18 UTILITY SERVICE COMPANY, INC.:

A RESOLUTION TO AWARD BID #16-18 AND AUTHORIZE A CONTRACT WITH UTILITY SERVICE COMPANY, INC. IN THE AMOUNT OF \$1,133,510.00 FOR THE BAXTER AND MOUNT SEQUOYAH TANK REHABILITATION IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$113,351.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Baxter and Mt. Sequoyah Tank Rehab Legistar Packet](#)
 [BA - Baxter and Mt Sequoyah Tank Rehab](#)

A. 7 [2016-0005](#)

**ENVIRONMENTAL CONSULTING OPERATIONS, INC.
AMENDMENT NO. 2:**

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$50,000.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT THROUGH 2016

Attachments: [ECO Woolsey Legistar Packet](#)

A. 8 [2016-0017](#)

KEE, LLC AND SERVPRO OF FAYETTEVILLE/SPRINGDALE:

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$11,695.64 TO KEE, LLC AND \$5,290.40 TO SERVPRO OF FAYETTEVILLE/SPRINGDALE FOR A WASTEWATER DAMAGE CLAIM ARISING AT 620 N. ROCKCLIFF ROAD

Attachments: [Rockcliff Rd 620 \(Elsass\) Legistar Packet](#)

A. 9 [2016-0012](#)

PRECISION RESCUE, LLC DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$200.00 REPRESENTING DONATION REVENUE FROM PRECISION RESCUE, LLC TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments: [SRF SRM Donation Revenue received from Precision Rescue LLC](#)
[BA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council M](#)

A. 10 [2016-0013](#)

FAYETTEVILLE FIREFIGHTERS ASSOCIATION DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$750.00 REPRESENTING DONATION REVENUE FROM THE FAYETTEVILLE FIREFIGHTERS ASSOCIATION TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments: [SRF SRM Donation Revenue Fayetteville Firefighters Association](#)
[BA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council N](#)

A. 11 [2016-0011](#)

GRANT THORNTON LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$97,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments: [2016-0011 Audit engagement contract](#)

A. 12 [2016-0025](#)

PACIFIC VET GROUP-USA, INC.:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR 2015 TO APPROPRIATE THE NON-CASH REPURCHASE OF APPROXIMATELY 24 ACRES IN THE FAYETTEVILLE COMMERCE DISTRICT FROM PACIFIC VET GROUP-USA, INC.

Attachments:

[2016-0025 Pacific Vet Group Budget](#)

[2016-0025 BA_BUDGET_ADJUSTMENT_FORM_LEGISTAR](#)

A. 13 [2016-0024](#)

FRANK SHARUM LANDSCAPE DESIGN, INC.:

A RESOLUTION TO AWARD BID #16-17 AND AUTHORIZE A CONTRACT WITH FRANK SHARUM LANDSCAPE DESIGN, INC. IN THE AMOUNT OF \$148,743.00 FOR THE INSTALLATION OF TREES AND SHRUBS WITHIN THE MEDIANS OF CROSSOVER ROAD AND VAN ASCHE DRIVE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00

Attachments:

[2016-0024 Crossover \(II\) and Van Asche Tree Planting](#)

A. 14 [2016-0026](#)

EWING SIGNAL CONSTRUCTION, LLC:

A RESOLUTION TO APPROVE A CONTRACT WITH EWING SIGNAL CONSTRUCTION, LLC OF NIXA, MISSOURI IN THE AMOUNT OF \$100,041.50 FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF VAN ASCHE DRIVE AND GARLAND AVENUE (HIGHWAY 112), AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00

Attachments:

[Legistar 2016-0026](#)

A. 15 [2016-0037](#)

**ARKANSAS HIGHWAY AND TRANSPORTATION
DEPARTMENT:**

A RESOLUTION TO APPROVE A PAYMENT OF \$359,587.42 TO THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE DESIGN AND CONSTRUCTION OF THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT

Attachments: [Legistar 2016-0037](#)

A. 16 [2016-0023](#)

**GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA
FUNDING:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$136,992.00 FOR THE POLICE DEPARTMENT

Attachments: [SRP - 2016 HIDTA](#)
 [BA - 2016 HIDTA](#)

B. Unfinished Business: None

C. New Business:

C. 1 [2016-0010](#)

RESCUE PHONE, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A CRISIS RESPONSE SYSTEM FROM RESCUE PHONE, INC. IN THE AMOUNT OF \$22,985.00 PLUS APPLICABLE TAXES FOR USE BY THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Agenda - Crisis Response System](#)
 [BA - Crisis Response System](#)

C. 2 [2016-0034](#)

**WEST AVENUE PARKING LOT - DEVELOPMENT
CONSIDERATION:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO CONSIDER PROPOSALS FOR THE DEVELOPMENT AND IMPROVEMENT OF THE CITY'S 2.8 ACRE PROPERTY AT THE SOUTHWEST CORNER OF WEST AVENUE AND DICKSON STREET CURRENTLY USED AS THE WEST AVENUE PARKING LOT

Attachments: [Resolution of Intent Agenda Item](#)

C. 3 [2016-0031](#)

RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5268 FOR APPROXIMATELY 0.53 ACRES LOCATED NORTH OF 812 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

Attachments: [15-5268 CC reports](#)

C. 4 [2016-0030](#)

**VAC 15-5277 (327 S. WEST AVE./HABITAT FOR HUMANITY,
WASHINGTON COUNTY):**

AN ORDINANCE TO APPROVE VAC 15-5277 SUBMITTED BY SPECIALIZED REAL ESTATE, INC. FOR PROPERTY LOCATED AT 327 SOUTH WEST AVENUE TO VACATE PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY

Attachments: [CC pack](#)

C. 5 [2016-0032](#)

**VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD
MARKET):**

AN ORDINANCE TO APPROVE VAC 15-5279 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 660 WEST MARTIN LUTHER KING BOULEVARD TO VACATE PORTIONS OF UTILITY EASEMENTS

Attachments: [15-5279 Full Report](#)

C. 6 [2016-0027](#)

VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES):

AN ORDINANCE TO APPROVE VAC 15-5281 SUBMITTED BY BLEW AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1211 WEST JAMES STREET TO VACATE PORTIONS OF UTILITY AND DRAINAGE EASEMENTS

Attachments: [15-5281 Full Report](#)

C. 7 [2016-0028](#)

ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION):

AN ORDINANCE TO MODIFY R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 12-4284 (PARKHILL AT MOUNTAIN RANCH) TO SLIGHTLY REDUCE THE TOTAL AREA AND THE NUMBER OF LOTS AND TO REPLACE AN ALLEY WITH SHARED DRIVEWAYS

Attachments: [15-5270 CC reports](#)

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

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

Tentative Agenda
January 26, 2016
Page 11 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0003

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$21,573.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES RECEIVED DURING THE THIRD AND FOURTH QUARTERS OF 2015

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$21,573.00 representing donation revenue to Animal Services received during the third and fourth quarters of 2015.

City of Fayetteville Staff Review Form

2016-0003

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Justine Lentz

1/11/2016

Animal Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Recognize and allocate donation revenue from citizens to the Fayetteville Animal Services program made during the third quarter and fourth quarter. Approval of a budget adjustment in the amount \$21,573.00

Budget Impact:

see attached detail

General fund

Account Number

Fund

33048-1 and 33049-1

Animal Services Misc. Donations

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 21,573.00

Remaining Budget \$ 21,573.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Staff recommends approval of a budget adjustment in the amount of \$21,573.00



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

THRU: Yolanda Fields, Director of Community Resources
Jeremy Pate, Director of Development Services

FROM: Justine Lentz, Animal Services Superintendent

DATE: 1/11/15

SUBJECT: Approval of Budget Adjustment for Animal Services Program

RECOMMENDATION:

Staff recommends approval of budget adjustment to allocate the Animal Services donation revenue.

BACKGROUND:

Animal Services would like to recognize donation revenue from citizens and businesses made during the third quarter and fourth quarter 2015. These funds are donated by citizens and organizations to benefit the animals cared for by the Animal Services program.

DISCUSSION:

BUDGET/STAFF IMPACT:

Recognize animal shelter donations in the amount of \$21,573.00

Attachments:

Budget adjustment

Recognize and allocate donation revenue from citizens made to the Animal Services program during the third and fourth quarter of 2015.

RESOLUTION/ORDINANCE[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 15 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0022

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT REAPPROPRIATING FUNDS IN THE AMOUNT OF \$500,000.00 FROM THE WILLOW BEND DEVELOPMENT COST SHARE PROJECT TO THE IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT FOR 2016

WHEREAS, the \$500,000.00 currently appropriated for the Willow Bend Development Cost Share Project in 2016 will not be needed until 2017 at the earliest; and

WHEREAS, those funds can and should be used to increase street overlay and microsurfacing production in 2016 and the funding for the Willow Bend Development cost share program will be replaced as part of the 2017 Capital Improvements Plan.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, reappropriating funds in the amount of \$500,000.00 from the Willow Bend Development Cost Share Project to the In-House Pavement Improvements Project for 2016.

City of Fayetteville Staff Review Form

2016-0022

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

John Nelson

1/13/2016

Transportation Services /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve appropriating \$500,000 from the Willow Bend Development Cost Share project to the In-House Pavement Improvements project for 2016; and approving a budget adjustment.

Budget Impact:

4470.9470.5417.00

Sales Tax Capital Improvements

Account Number

Fund

02052

In-House Pavement Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,852,000.00

Funds Obligated \$ 8,062.00

Current Balance \$ 1,843,938.00

Does item have a cost? Yes

Item Cost \$ 500,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 500,000.00

Remaining Budget \$ 1,843,938.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: John Nelson, Management Accounting Coordinator

DATE: January 13, 2016

SUBJECT: In-House Pavement Improvements Funding

RECOMMENDATION:

Staff recommends appropriating \$500,000 from the Willow Bend Development Cost Share project to the In-House Pavement Improvements project for 2016.

BACKGROUND:

The In-House Pavement Improvements project provides resources for the systematic overlay and micro surfacing of existing streets.

The Willow Bend Development Cost Share project will fund a cost share with an affordable housing project to provide funding towards the cost of street and drainage infrastructure.

DISCUSSION:

On November 24, 2015 the Transportation Committee was presented with the Transportation Division overlay and sidewalk construction plan for 2016. Based on the timing for the Willow Bend development and in order to increase street overlay and micro surfacing production, the committee favored utilizing approved funding from the Willow Bend project to increase the pavement program. This transfer of funds would be replaced during the 2017 CIP preparation.

BUDGET/STAFF IMPACT:

Funding would be transferred from one capital project to another.

Attachments:

Budget Adjustment

This budget adjustment moves funding from the Willow Bend Development Cost Share project to the In-House Pavement Improvements project.

RESOLUTION/ORDINANCE

POSTED: /

v.20150925

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 19 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0021

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE:

A RESOLUTION TO APPROVE THE PURCHASE OF A 2016 DODGE RAM 1500 TRADESMAN QUAD CAB 4X4 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE IN THE AMOUNT OF \$22,995.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE ENGINEERING DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of a 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 from Lewis Automotive Group of Fayetteville in the amount of \$22,995.00, pursuant to a state procurement contract, for use by the Engineering Division.

City of Fayetteville Staff Review Form

2016-0021

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/Sara Glenn

1/13/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of one 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 available through Lewis Automotive Group of Fayetteville, AR for the State Contract price of \$22,995.00.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02078.2015

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 192,521.62

Funds Obligated \$ -

Current Balance **\$ 192,521.62**

Does item have a cost? Yes

Item Cost \$ 22,995.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 169,526.62**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: January 13, 2016
SUBJECT: Purchase of one truck for Engineering

RECOMMENDATION:

That City Council approve the purchase of one 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 available through Lewis Automotive Group of Fayetteville, AR for the State Contract price of \$22,995.00.

BACKGROUND:

Unit 2049 is a 2002 Ford Ranger 4x4 and is approaching 100,000 miles. This vehicle recently had the engine break down. The cost to repair or replace the engine would not be prudent in a 14 year old truck. This vehicle was originally on the schedule to replace in 2012, however the Engineering department has been able to utilize it longer than expected.

DISCUSSION:

Fleet recommends the purchase of one 2016 Dodge Ram 1500 Tradesman Quad Cab 4x4 available through Lewis Automotive Group of Fayetteville, AR for the State Contract price of \$22,995.00.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on January 12, 2016.

Attachments:

PO – Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.						Requisition No.: Date: 1/13/2016			
						P.O Number:			
Vendor #: 76640		Vendor Name: Lewis Automotive Group of Fayetteville, AR				Mail ☐ Yes ☒ No		Legistar#: 2016-0021 Expected Delivery Date:	
Address:				FOB Point:		Taxable ☐ Yes ☒ No			
City:			State:		Zip Code:	Ship to code: 50	Quotes Attached ☐ Yes ☒ No		
Requester: Sara Glenn					Requester's Employee #: 3912		Extension: 3485		
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	2016 Dodge Ram 1500 Tradesman Quad Cab 4x4	1	ea	22,995.00	\$22,995.00	9700.1920.5802.00	02078.2015	2199	702199
2	To be unit 2199, Fixed Asset 702199				\$0.00				
3	Off State Contract, Item #13				\$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: \$22,995.00 Tax: \$0.00 Total: <u>\$22,995.00</u>		
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____									



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 23 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0038

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

REPEAL RESOLUTION NO. 23-16:

A RESOLUTION TO REPEAL RESOLUTION NO. 23-16 AND APPROVE THE PURCHASE OF A VOLVO MC135C SKID STEER FROM HUGG & HALL EQUIPMENT OF SPRINGDALE IN THE AMOUNT OF \$52,855.00, PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, FOR USE AT THE WEST SIDE WASTEWATER TREATMENT FACILITY

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 repeals Resolution No. 23-16 and approves the purchase of a Volvo MC135C Skid Steer from Hugg & Hall Equipment of Springdale in the amount of \$52,855.00, pursuant to a Houston-Galveston Area Council cooperative purchasing contract, for use at the West Side Wastewater Treatment Facility.

City of Fayetteville Staff Review Form

2016-0038

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jesse Beeks/ Sara Glenn

1/15/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to amend resolution 23-16 to correct the purchase price from \$47,221.00 to \$52,855.00 for the purchase of one Volvo MC135C Skid Steer that is offered through Hugg & Hall Equipment of Springdale, AR for the HGAC contract price.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02076.2015

Backhoes/Loaders

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 279,752.34

Funds Obligated \$ -

Current Balance **\$ 279,752.34**

Does item have a cost? Yes

Item Cost \$ 52,855.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 226,897.34**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: January 15, 2016
SUBJECT: Purchase of one Skid Steer for Wastewater Treatment Plant

RECOMMENDATION:

That City Council approve an amendment to resolution 23-16, correcting the purchase price from \$47,221.00 to \$52,855.00 for the purchase of one Volvo MC135C Skid Steer that is offered through Hugg & Hall Equipment of Springdale, AR for the HGAC contract price.

BACKGROUND:

Resolution 23-16 was approved for this purchase on January 5, 2016, however the price of this Skid Steer must be amended. Fleet received the HGAC price of \$47,221.00, however to add the larger bucket, cutting edge and freight the total price is \$52,855.00.

DISCUSSION:

Fleet recommends the amendment of resolution 23-16 for the purchase of one Volvo MC135C Skid Steer that is offered through Hugg & Hall Equipment of Springdale, AR for the HGAC contract price, plus the additions requested for a total of \$52,855.00.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for this purchase.

This purchase was approved by the Equipment Committee on December 8, 2015.

Attachments:

PO – Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.						Requisition No.: Date: 1/15/2016			
						P.O Number:			
Vendor #: 5571		Vendor Name: Hugg & Hall Equipment				Mail ☐ YES ☒ NO		Legistar#: 2016-0038 Expected Delivery Date:	
Address:				FOB Point:		Taxable ☐ YES ☒ NO			
City:		State:		Zip Code:		Ship to code: 50		Quotes Attached ☐ YES ☒ NO	
Requester: Sara Glenn				Requester's Employee #: 3912		Extension: 3485			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Volvo MC135C Skid Steer	1	ea	52,855.00	\$52,855.00	9700.1920.5802.00	02076.2015	6018	706018
2	To be units 6018, fixed asset 706018				\$0.00				
3	HGAC Contract				\$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: \$52,855.00 Tax: \$0.00 Total: <u>\$52,855.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____									

		CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases Quote Valid for 90 Days		Contract No.:	EM06-15	Date Prepared:	10/29/2016
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be e-mailed to lawanda.james@h-gac.com. Therefore please type or print legibly.							
Buying Agency:	City of Fayetteville	Contractor:	Hugg & Hall Equipment				
Contact Person:	Jesse Beeks	Prepared By:	Randy Moss				
Phone:	479-444-3494	Phone:	479-361-1262				
Fax:	479-444-3425	Fax:	479-361-1045				
Email:	jbeeks@fayetteville-ar.gov	Email 1:	randym@hughhall.com				
		Email 2:	Please also send order confirmations to kathy.tedone@consultant.volvo.com				
Catalog / Price Sheet Name:		49H - Volvo Pricing Catalog: Skid Steer Loaders					
General Description of Product:		Skid Steer					
A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary							
Quan	Description	Unit Pr	Total				
1	Volvo MC135C	\$47,221	\$47,221				
	See next page for machine specs						
Subtotal A:			\$47,221				
B. Unpublished Options, Accessory or Service Items - Itemize Below - Attach Additional Sheet If Necessary (Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)							
Quan	Description	Unit Pr	Total				
1	100" S/L Bucket	\$1,941	\$1,941				
1	Cutting Edge w/Bolts	\$250	\$250				
1			\$0				
1			\$0				
Total From Other Sheets, If Any:							
Subtotal B:			\$2,191				
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:		5%			
C. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B)			\$49,412				
D. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges							
Freight (Local)			\$2,943				
PDI			\$500				
			\$0				
			\$0				
Subtotal D:			\$3,443				
Delivery Date:		1/15/2015		E. Total Purchase Price (A+B+C):		\$52,855	

Description	Part #	List Price
MC135C	MC1235C	\$56,939
12x16.5 Brawler Solid Flex Treaded, Width over tires 74.5"	MZ21007	\$3,312
Engine Tier 4	MZ33007	\$0
Cab, Key with Option	MZ48004	\$0
USA Packet	MZ82067	\$0
Platinum Cab	MZ11031	\$15,728
Includes:		
Revrsing Fan	MZ32008	Included
2-Speed	MZ47021	Included
ISO or H-Pattern Controls	MZ47027	Included
Foot Throttle	MZ47024	Included
Work Lights	MZ51009	Included
Parallel Lift	MZ62014	Included
Creep Speed	MZ47028	Included
Cab with Heat and AC	MZ42010	Included
7-Function control levers with 14 pin connector	MZ43008	Included
High Flow Hydraulics	MZ63021	Included
Assisted Attachment Bracket	MZ91005	Included
BSS Boom Suspension	MZ62013	Included
Block Heater 110V	MZ31001	\$133
Air Susp Vinyl Seat w/ Heat	MZ44002	\$944
3" Retractable Seatbelt	MZ45001	\$102
3 PC Impact Protection Laminated Glass with Frame with Wiper	MZ47030	\$0
Rotating Beacon (magnetic)	MZ52001	\$253
Total List Price		\$77,411
HGAC % off List (enter as % here)		39%

HGAC Price	\$47,221
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City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 30 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0016

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID #16-18 UTILITY SERVICE COMPANY, INC.:

A RESOLUTION TO AWARD BID #16-18 AND AUTHORIZE A CONTRACT WITH UTILITY SERVICE COMPANY, INC. IN THE AMOUNT OF \$1,133,510.00 FOR THE BAXTER AND MOUNT SEQUOYAH TANK REHABILITATION IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$113,351.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #16-18 and authorizes a contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for the Baxter and Mount Sequoyah Tank Rehabilitation Improvements Project, and further approves a project contingency in the amount of \$113,351.00.

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

City of Fayetteville Staff Review Form

2016-0016

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jim Beavers

1/15/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Fayetteville City Administration recommends approval of a construction contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for Construction Bid 16-18, Baxter and Mount Sequoyah Tank Rehabilitation Improvements Re-bid, approving a project contingency of \$113,351.00 for a total project amount of \$1,246,861.00 and approval of a Budget Adjustment.

Budget Impact:

5400.5600.5808.00		Water/Sewer	
Account Number		Fund	
14010.1501 & 14010.1		Water Tank Improvements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 780,239.00
		Funds Obligated	\$ 80,987.00
		Current Balance	\$ 699,252.00
Does item have a cost?	Yes	Item Cost	\$ 1,246,861.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 547,609.00
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 2, 2016

TO: Mayor Jordan and City Council

THRU: Don Marr, Chief of Staff
Tim Nyander, Utilities Director
Water & Sewer Committee

FROM: Jim Beavers, P.E. Utilities Engineer

DATE: January 15, 2016

SUBJECT: Resolution approving a construction contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for Construction Bid 16-18, Baxter and Mount Sequoyah Tank Rehabilitation Improvements Re-bid, approving a project contingency of \$113,351.00 for a total project amount of \$1,246,861.00 and approval of a Budget Adjustment.

RECOMMENDATION:

The Fayetteville City Administration recommends approval of a construction contract with Utility Service Company, Inc. in the amount of \$1,133,510.00 for Construction Bid 16-18, Baxter and Mount Sequoyah Tank Rehabilitation Improvements Re-bid, approving a project contingency of \$113,351.00 for a total project amount of \$1,246,861.00, and approval of a Budget Adjustment.

BACKGROUND:

This project will rehabilitate and coat (paint) the 5MG Tank on Baxter Lane and the 0.5MG Mt. Sequoyah Water Tank.

DISCUSSION:

Public Bids were opened on January 7, 2016. The City received 4 bids as follows:

<u>Contractor</u>	<u>Bid</u>
Utility Service Company, Inc.	\$1,133,510.00
Classic Protective Coatings	\$1,179,950.00
TMI Coatings, Inc.	\$1,262,000.00
Protective Linings and Coatings, Inc.	\$1,539,176.00
Engineer's Estimate:	\$1,500,000.00

BUDGET/STAFF IMPACT:

Funds are available within the approved CIP project 14010 Water Tank Improvements. Funds where budgeted in 12009 Water System Rehabilitation/Replacement for the Mt. Sequoyah tank that is being transferred to 14010. Additional funds are being transferred from completed projects to utilize the cost savings to the City.

ATTACHMENTS:

Staff Review Form
Purchase Order Request
Budget Adjustment
Agreement
Bid Tabulation
Letter of Recommendation to Award, Garver Engineers
City Review Letter

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:	
Vendor #: 10823 Vendor Name: Utility Service Company, Inc.						P.O Number:			
Address: 535 Courtney Hodges Blvd FOB Point: Fayetteville						Mail ☒ Yes ☐ No		Legistar#: 2016-0016	
						Taxable ☐ Yes ☒ No			
City: Perry			State: GA			Zip Code: 31069 Ship to code: Fay		Quotes Attached ☒ Yes ☐ No	
Requester: Cheryl Partain						Requester's Employee #: 2548		Extension: 8224	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Baxter Tank Rehabilitation and Painting, Per Bid#16-18	1	EA	566,755.00	566,755.00	5400.5600.5808.00	14010.1		
2	Mt. Sequoyah Tank Rehabilitation and Painting, Per Bid#16-18	1	EA	566,755.00	566,755.00	5400.5600.5808.00	14010.1501		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: <u>\$1,133,510.00</u>			
						Tax: <u>\$0.00</u>			
						Total: <u>\$1,133,510.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____									

				Classic Protective Coatings, Inc.				Protective Linings and Coatings, Inc.				TMI Coatings, Inc.				Utility Service Company, Inc.			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL	
1	Bonds and Insurance	1	LS	x	\$ 12,000.00	=	\$ 12,000.00	x	\$ 31,000.00	=	\$ 31,000.00	x	\$ 12,000.00	=	\$ 12,000.00	x	\$ 20,000.00	=	\$ 20,000.00
2	Trench Excavation & Safety	1	LS	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 1.00	=	\$ 1.00	x	\$ 500.00	=	\$ 500.00	x	\$ 10.00	=	\$ 10.00
3	Mobilization and Demobilization (Shall Not Exceed 5% of Bid)	1	LS	x	\$ 50,000.00	=	\$ 50,000.00	x	\$ 50,000.00	=	\$ 50,000.00	x	\$ 60,000.00	=	\$ 60,000.00	x	\$ 30,000.00	=	\$ 30,000.00
6	Site Restoration	1	LS	x	\$ 3,000.00	=	\$ 3,000.00	x	\$ 4,000.00	=	\$ 4,000.00	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 5,000.00	=	\$ 5,000.00
7	Baxter Containment, Air Monitoring and Hazardous Debris Disposal	1	LS	x	\$ 30,000.00	=	\$ 30,000.00	x	\$ 120,000.00	=	\$ 120,000.00	x	\$ 8,000.00	=	\$ 8,000.00	x	\$ 40,000.00	=	\$ 40,000.00
8	Baxter Interior Cleaning, Surface Preparation and Painting	1	LS	x	\$ 526,525.00	=	\$ 526,525.00	x	\$ 606,200.00	=	\$ 606,200.00	x	\$ 590,400.00	=	\$ 590,400.00	x	\$ 620,000.00	=	\$ 620,000.00
9	Baxter Exterior Cleaning, Surface Preparation and Painting	1	LS	x	\$ 201,000.00	=	\$ 201,000.00	x	\$ 161,000.00	=	\$ 161,000.00	x	\$ 205,000.00	=	\$ 205,000.00	x	\$ 135,500.00	=	\$ 135,500.00
10	Baxter Foundation Grouting and Repair	1	LS	x	\$ 8,200.00	=	\$ 8,200.00	x	\$ 4,650.00	=	\$ 4,650.00	x	\$ 4,000.00	=	\$ 4,000.00	x	\$ 5,500.00	=	\$ 5,500.00
11	Baxter Platform, Ladder Modifications and Guardrails	1	LS	x	\$ 17,100.00	=	\$ 17,100.00	x	\$ 15,000.00	=	\$ 15,000.00	x	\$ 20,000.00	=	\$ 20,000.00	x	\$ 18,000.00	=	\$ 18,000.00
12	Baxter Interior and Exterior Ladder Safety Climb System	1	LS	x	\$ 3,000.00	=	\$ 3,000.00	x	\$ 6,500.00	=	\$ 6,500.00	x	\$ 4,500.00	=	\$ 4,500.00	x	\$ 2,200.00	=	\$ 2,200.00
13	Baxter Handhole Patching and Cathodic Protection Removal	1	LS	x	\$ 7,800.00	=	\$ 7,800.00	x	\$ 4,200.00	=	\$ 4,200.00	x	\$ 6,000.00	=	\$ 6,000.00	x	\$ 5,800.00	=	\$ 5,800.00
14	Baxter Disinfection and Returning Tank to Service	1	LS	x	\$ 3,000.00	=	\$ 3,000.00	x	\$ 2,500.00	=	\$ 2,500.00	x	\$ 2,200.00	=	\$ 2,200.00	x	\$ 2,000.00	=	\$ 2,000.00
15	Mt. Sequoyah Maintain and Protect Existing Communication Equipment	1	LS	x	\$ 16,500.00	=	\$ 16,500.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 4,000.00	=	\$ 4,000.00	x	\$ 10,000.00	=	\$ 10,000.00
16	Mt. Sequoyah Containment, Air Monitoring and Hazardous Debris Disposal	1	LS	x	\$ 28,000.00	=	\$ 28,000.00	x	\$ 248,200.00	=	\$ 248,200.00	x	\$ 9,000.00	=	\$ 9,000.00	x	\$ 40,000.00	=	\$ 40,000.00
17	Mt. Sequoyah Interior Cleaning, Surface Preparation and Painting	1	LS	x	\$ 84,400.00	=	\$ 84,400.00	x	\$ 72,000.00	=	\$ 72,000.00	x	\$ 120,000.00	=	\$ 120,000.00	x	\$ 60,200.00	=	\$ 60,200.00
18	Mt. Sequoyah Exterior Cleaning, Surface Preparation and Painting	1	LS	x	\$ 104,800.00	=	\$ 104,800.00	x	\$ 112,500.00	=	\$ 112,500.00	x	\$ 110,000.00	=	\$ 110,000.00	x	\$ 63,000.00	=	\$ 63,000.00
19	Mt. Sequoyah Foundation Grouting and Repair	1	LS	x	\$ 3,000.00	=	\$ 3,000.00	x	\$ 1,250.00	=	\$ 1,250.00	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 1,300.00	=	\$ 1,300.00
20	Mt. Sequoyah Platform, Ladder Modifications and Guardrails	1	LS	x	\$ 4,100.00	=	\$ 4,100.00	x	\$ 18,000.00	=	\$ 18,000.00	x	\$ 8,600.00	=	\$ 8,600.00	x	\$ 5,000.00	=	\$ 5,000.00
21	Mt. Sequoyah Interior Ladder Safety Climb System	1	LS	x	\$ 1,200.00	=	\$ 1,200.00	x	\$ 2,900.00	=	\$ 2,900.00	x	\$ 4,600.00	=	\$ 4,600.00	x	\$ 1,400.00	=	\$ 1,400.00
22	Mt. Sequoyah Interior Ladder and Bracing	1	LS	x	\$ 4,600.00	=	\$ 4,600.00	x	\$ 9,200.00	=	\$ 9,200.00	x	\$ 14,000.00	=	\$ 14,000.00	x	\$ 4,300.00	=	\$ 4,300.00
23	Mt. Sequoyah Guardrail Repair	1	LS	x	\$ 7,000.00	=	\$ 7,000.00	x	\$ 6,500.00	=	\$ 6,500.00	x	\$ 8,000.00	=	\$ 8,000.00	x	\$ 5,000.00	=	\$ 5,000.00
24	Mt. Sequoyah Ladder Security Gate	1	LS	x	\$ 1,000.00	=	\$ 1,000.00	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 1,900.00	=	\$ 1,900.00	x	\$ 1,300.00	=	\$ 1,300.00
25	Mt. Sequoyah Upper Ladder Modifications	1	LS	x	\$ 1,200.00	=	\$ 1,200.00	x	\$ 4,500.00	=	\$ 4,500.00	x	\$ 7,500.00	=	\$ 7,500.00	x	\$ 1,250.00	=	\$ 1,250.00
26	Mt. Sequoyah Patching, Cathodic Protection Removal and Doghouse Removal	1	LS	x	\$ 3,200.00	=	\$ 3,200.00	x	\$ 1,600.00	=	\$ 1,600.00	x	\$ 7,500.00	=	\$ 7,500.00	x	\$ 1,500.00	=	\$ 1,500.00
27	Mt. Sequoyah Vent Replacement	1	LS	x	\$ 6,800.00	=	\$ 6,800.00	x	\$ 10,700.00	=	\$ 10,700.00	x	\$ 9,000.00	=	\$ 9,000.00	x	\$ 8,000.00	=	\$ 8,000.00
28	Mt. Sequoyah Upper Manway Platform	1	LS	x	\$ 5,900.00	=	\$ 5,900.00	x	\$ 3,500.00	=	\$ 3,500.00	x	\$ 10,000.00	=	\$ 10,000.00	x	\$ 6,000.00	=	\$ 6,000.00
29	Mt. Sequoyah Disinfection and Returning Tank to Service	1	LS	x	\$ 1,800.00	=	\$ 1,800.00	x	\$ 2,500.00	=	\$ 2,500.00	x	\$ 2,000.00	=	\$ 2,000.00	x	\$ 1,000.00	=	\$ 1,000.00

				Classic Protective Coatings, Inc.				Protective Linings and Coatings, Inc.				TMI Coatings, Inc.				Tentative Agenda Utility Service Company, Inc. January 26, 2016																			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT				TOTAL				PRICE PER UNIT				TOTAL				PRICE PER UNIT				TOTAL											
30	Mt. Sequoyah Obstruction Lights and Electrical Service	1	LS	x	\$	4,900.00	=	\$	4,900.00	x	\$	7,500.00	=	\$	7,500.00	x	\$	3,600.00	=	\$	3,600.00	x	\$	14,000.00	=	\$	14,000.00								
31	Mt. Sequoyah Standoff Brackets	1	LS	x	\$	8,800.00	=	\$	8,800.00	x	\$	4,200.00	=	\$	4,200.00	x	\$	4,000.00	=	\$	4,000.00	x	\$	12,000.00	=	\$	12,000.00								
32	Pit Welding	1	LS	x	\$	3,125.00	=	\$	3,125.00	x	\$	3,125.00	=	\$	3,125.00	x	\$	3,700.00	=	\$	3,700.00	x	\$	3,750.00	=	\$	3,750.00								
33	Miscellaneous Pit Repair	1	LS	x	\$	20,000.00	=	\$	20,000.00	x	\$	3,750.00	=	\$	3,750.00	x	\$	9,000.00	=	\$	9,000.00	x	\$	2,500.00	=	\$	2,500.00								
34	Baxter New 24" Vent	1	LS	x	\$	7,000.00	=	\$	7,000.00	x	\$	10,700.00	=	\$	10,700.00	x	\$	9,000.00	=	\$	9,000.00	x	\$	8,000.00	=	\$	8,000.00								
TOTAL BASE BID								\$ 1,179,950.00								\$ 1,539,176.00								\$ 1,262,000.00								\$ 1,133,510.00			

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

CERTIFIED:

P. Vice

P. Vice, Purchasing Manager

J. Rennie
Witness

1/07/16
Date

DOCUMENT 00500 – AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: **BAXTER AND MOUNT SEQUOYAH
TANK REHABILITATION IMPROVEMENTS**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Utility Service Co., Inc. hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. Refer to SECTION 00400 BID FORM for quantities.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by Garver, LLC. Garver, LLC assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Utility and/or Engineering Division 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, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 **DATES FOR COMPLETION AND FINAL PAYMENT:**

- A. The Work will be completed and ready for final payment within **200** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS. In the event of a disruption to public or emergency communication services, Contractor shall immediately suspend work until the public or emergency communications are restored. The completion time shall not be tolled in the event of the suspension of work due to damage to public or emergency communication equipment.

DOCUMENT 00500 – AGREEMENT (continued)

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. 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 Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified in Paragraph 3.02 for completion and readiness for final payment until the Work achieves final completion.

3.04 **COMPENSATORY DAMAGES RELATING TO COMMUNICATIONS EQUIPMENT**

- A. **Owner and Contractor recognize that communications equipment located on the Mt. Sequoyah tank is vital to the public and emergency services. In the event these communications are disrupted, the City of Fayetteville will suffer financial loss until communications are completely restored.**
- B. **Accordingly, the City of Fayetteville and Contractor agree that as damages Contractor shall pay The City of Fayetteville the actual costs of repair, installation, utility coordination and lost time for City employees (as determined by the City) for each disruption caused by the Contractor. Repairs will be made to the satisfaction of the City/utility owner. Damages will be withheld from future payments or collected following final completion of the project.**
- C. **The Contractor will also be responsible for any and all potential damage claims, resulting from the disruption of communications.**

DOCUMENT 00500 – AGREEMENT (continued)

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 (SECTION 00400 - 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.
- 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 completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the

DOCUMENT 00500 – AGREEMENT (continued)

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 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.

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.

DOCUMENT 00500 – AGREEMENT (continued)

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
 - (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

DOCUMENT 00500 – AGREEMENT (continued)

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 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.

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

DOCUMENT 00500 – AGREEMENT (continued)

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.
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:

City of Fayetteville
Fayetteville, AR
Baxter and Mount Sequoyah
Tank Rehabilitation Improvements
8. Addenda numbers 1
9. 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.

DOCUMENT 00500 – AGREEMENT (continued)

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.

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

DOCUMENT 00500 – AGREEMENT (continued)

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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, 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.

CONTRACTOR: Utility Service Co., Inc. CITY OF FAYETTEVILLE _____

By: Jonathan Cato

By: Lioneld Jordan

Title: VP Tank & Concrete Services

Title: Mayor

(SEAL)

(SEAL)

Attest JS
Shane Robertson, Secretary

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

535 Courtney Hodges Blvd.

Perry, GA 31069

License No. 0091660416

Agent for Service of process

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

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500



RESOLUTION OF BOARD OF DIRECTORS

OF

UTILITY SERVICE CO., INC.

BE IT RESOLVED that Jonathan Cato, Vice President of Tank Services, of Utility Service Co., Inc., is hereby authorized and empowered by the Board of Directors as of December 20, 2013 to execute any and all bid bonds, bid responses, and bid contracts on behalf of Utility Service Co., Inc.

UTILITY SERVICE CO., INC.

By:


Dominique Demessence
CEO

CERTIFICATE OF SECRETARY

OF

UTILITY SERVICE CO., INC.

I, J. Shane Albritton, as Secretary of Utility Service Co., Inc., do hereby certify that the above Resolution was duly proposed, adopted, and resolved, during a meeting of Utility Service Co., Inc., a corporation, on the 20th day of December, 2013.

So executed on the 20th day of December, 2013.


J. Shane Albritton

[Corporate Seal]



2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703
TEL 479.527.9100
FAX 479.527.9101
www.GarverUSA.com

January 8, 2016

Jim Beavers
Utilities Engineer
113 W. Mountain St
Fayetteville Arkansas 72701

Re: Bid 16-18
Baxter and Mt. Sequoyah Tank Rehabilitation Improvements, Rebid
Recommendation of Award

Dear Mr. Beavers:

Bids were received for the referenced project at the Fayetteville City Hall at 2:00 pm on January 7, 2016. The bids have been checked for accuracy and for compliance with the contract documents.

A total of four bids were received on the project as summarized in the table below, along with Garver's Opinion of Probable Construction Cost. As shown in the table below, the low bid was submitted by **Utility Service Company, Inc.** of Perry, Georgia.

Entity	Base Bid
Utility Service Company, Inc. Perry, GA	\$1,133,510.00
Classic Protective Coatings, Inc. Menomonie, WI	\$1,179,950.00
TMI Coatings, Inc. St. Paul, MN	\$1,262,000.00
Protective Linings and Coatings, Inc. Alexander, AR	\$1,539,176.00
Garver Opinion of Probable Construction Cost	\$1,500,000.00

Business/Commercial Entity Profile

Utility Service Company, Inc. was established in 1990 and is a nationwide provider of water tank cleaning and rehabilitation. In addition to these services, Utility Service Company, Inc. offers full service maintenance contracts with tank owners, which is its primary business. The current Arkansas entity, Utility Service Communications Co. Inc., has been registered with the Arkansas Secretary of State since 2001. The company is licensed with the Arkansas Commercial Contractors Licensing Board, with no complaints on file. The company executes over 1,000 tank painting projects per year and maintains water tanks for over 4,500 customers in the United States. The bid states that over \$5,000,000 of work is currently underway.

Mr. Beavers
January 8, 2016
Page 2 of 2

Subcontractors

Document 00430 – List of Subcontractors submitted by Utility Service Company, Inc. contained some irregularities. The City of Fayetteville requires that no more than 60% of the bid value shall be subcontracted. The bidder listed that a cleaning and painting subcontractor is to be determined with an estimated value of less than 50% of the bid. The bidder also lists an electrical subcontractor to be determined for \$10,000. On a subsequent page, the bidder stated:

[Utility Service Company, Inc has] company crews and use some “dedicated” subcontractors. Determination will be made based on our schedule closer to start date. Crew info can be provided to the Engineer/Owner prior to mobilization for approval.

References

Upon contacting references, it appears to be Utility Service Company's policy to use subcontracted labor for projects when all company crews are assigned to other projects. Most references spoke well of Utility Service Company, Inc., including Van Buren Municipal Utilities, who recently contracted with Utility Service Company, Inc. for a 1 MG elevated storage tank recoating project that ended successfully in September 2015.

Recommendation

We believe that the bid submitted by Utility Service Company, Inc. represents a great value for the City of Fayetteville. We recommend that the construction contract for the Baxter and Mt. Sequoyah Tank Rehabilitation Improvements Rebid be awarded to Utility Service Company, Inc. Please call me if you have any questions.

Sincerely,

GARVER, LLC



Chris Buntin
Project Manager

cc: Andrea Rennie, CPPO, CPPB
Tim Nyander



January 11, 2016

Jonathan Cato
Utility Service Co., Inc.
535 Courtney Hodges Blvd.
Perry, Georgia 31069

Re: City of Fayetteville, Arkansas; Construction Contract, BID 16-18, Baxter and Mt. Sequoyah Tank Rehabilitation Improvements, City review of proposed contract

Mr. Cato:

The City of Fayetteville, Arkansas publicly opened bids on January 7, 2016 for BID 16-18, Baxter and Mt. Sequoyah Tank Rehabilitation Improvements.

Your company is the low bidder. The Engineer of Record, Garver, has recommended that the City award the construction contract to your company.

The City of Fayetteville's contract review process requires that you sign the proposed "Agreement" (specification section 00500) prior to staff review. The review process is an internal pdf review by many departments including budget, accounting, legal, purchasing, Chief of Staff... After successful staff review the Fayetteville City Council will review the requested contract.

Please fill out and sign, but do not date, the copy of the Agreement, section 00500 (copy attached). And return signed pdf to me.

Please note that this request and your signing of the proposed Agreement does not guarantee that the City of Fayetteville City Council will approve the contract. This request does not obligate the City of Fayetteville but it is the start of the review process for the proposed contract. You will not have an Agreement/Contract until the City of Fayetteville City Council has approved the proposed contract, and you and the Mayor of Fayetteville have executed the approved Agreement/Contract.

In order to submit the proposed contract for the February 2, 2016 City Council meeting I need your signed review Agreement on Wednesday January 13, 2016 (sooner if at all possible).

I appreciate your help to start the contract review process. Please call me and/or email if you have any questions, or if I can assist in any way.

Sincerely,

A handwritten signature in blue ink that reads "Jim Beavers".

Jim Beavers, P.E.
Fayetteville Utilities Engineer
479-444-3452
jbeavers@fayetteville-ar.gov

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

v.20150925

v.20150925

TOTAL	-					
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub	AT	Account Name
5400.5600.5808.00	623,431	-	14010	1501	EX	Water Line Improvements
5400.5600.5808.00	(75,770)		14010	1	EX	Water Line Improvements
5400.5600.5301.00	(52)		14010	1	EX	Public Notification
5400.5600.5808.00	(428,165)	-	12009	1	EX	Water Line Improvements
5400.5600.5314.00	(3,425)	-	06035	2350	EX	Professional Services
5400.5600.5805.00	(110)	-	06035	2350	EX	Land Acquisition
5400.5600.5808.00	(24,864)	-	06035	2350	EX	Water Line Improvements
5400.5600.5810.00	(400)	-	06035	2350	EX	Easements
5400.5600.5314.00	(38,920)	-	11012	1201	EX	Professional Services
5400.5600.5314.04	(4,455)	-	11012	1201	EX	Engineering Contra Servs
5400.5600.5808.00	(4,703)	-	11012	1201	EX	Water Line Improvements
5400.5600.5810.00	(255)	-	11012	1201	EX	Easements
5400.1840.5804.00	(24,512)	-	14011	1	EX	Building Costs
5400.1840.5801.00	(2,800)	-	14012	1	EX	Fixed Assets
5400.5800.5801.00	(15,000)	-	14012	1	EX	Fixed Assets



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 52 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0005

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

ENVIRONMENTAL CONSULTING OPERATIONS, INC. AMENDMENT NO. 2:

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$50,000.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT THROUGH 2016

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

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

WHEREAS, both the City and Environmental Consulting Operations, Inc. desire to amend the agreement with respect to the scope and cost of services and extend the amended contract through 2016.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the contract with Environmental Consulting Operations, Inc. in the amount of \$50,000.00 for wetlands mitigation site monitoring and management through 2016.

City of Fayetteville Staff Review Form

2016-0005

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

1/6/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 2 with Environmental Consulting Operations, Inc. (ECO, Inc.) in the amount of \$50,000.00 for the ecological monitoring and adaptive management of Woolsey Wet Prairie in 2016.

Budget Impact:

5400.5120.5315.00

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 78,839.82

Funds Obligated \$ 23,839.82

Current Balance \$ 55,000.00

Does item have a cost? Yes

Item Cost \$ 50,000.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 5,000.00

V20140710

Previous Ordinance or Resolution # Ord. 5687

Original Contract Number: 2320

Approval Date:

Comments: Res. 20-15



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Tim Nyander, Utilities Director *TN*
DATE: January 5, 2016
SUBJECT: Professional Services Contract with ECO, Inc.

RECOMMENDATION:

Staff recommends approval of Amendment No. 2 with Environmental Consulting Operations, Inc. (ECO, Inc.) in the amount of \$50,000.00 for the ecological monitoring and adaptive management of Woolsey Wet Prairie in 2016.

BACKGROUND:

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

DISCUSSION:

The contract covers the following work tasks for 2016:

- (1) Project Administration and Management;
- (2) Annual Ecological Restoration Monitoring;
- (3) Annual Adaptive Management Strategy;
- (4) Update Credit Tracking Ledger for Surplus Wetland Credits;

The details of each of these work tasks are outlined within the proposed Amendment No. 2 between the City of Fayetteville and ECO, Inc.

BUDGET/STAFF IMPACT:

An appropriation of \$50,000.00 is requested to pay for these services. This will be paid for within the budget of the Wastewater Treatment Operations Program.

ATTACHMENTS:

Staff Review Form
Amendment No. 2 and Executive Summary
Ordinance 5687

**AMENDMENT NO. 2
TO
AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS AMENDMENT NO. 2 to the Agreement For Professional Environmental Consulting Services, dated May 8, 2014 (the “Agreement”), by and between CITY OF FAYETTEVILLE, ARKANSAS (CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INC. (ECO) for environmental consulting services in connection with monitoring and ecological adaptive management of CITY’s wetland mitigation site (Site) known as Woolsey Wet Prairie is made and entered into for purposes of continuity of Site wetland habitat status in order to maintain surplus wetland credits generated at Site and due to Corps of Engineers (Corps) regulatory requirements to manage and maintain wetland compensatory mitigation in perpetuity to assure Site continues to meet ecological performance standards.

WHEREAS, this **AMENDMENT NO. 2** is a renewal of the May 8, 2014 Agreement that included a provision for automatic renewal of ECO’s annual Scope of Services beyond 2014 for additional 1-year terms upon mutual agreement by both CITY and ECO. Unless specifically stated, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the CITY and ECO. All work to be performed prior to issuance of Amendment has been completed.

NOW THEREFORE, the CITY and ECO agree to amend the Agreement for ECO’s Scope of Services as follows:

1. Part A - Project Administration And Management

- a) General administration and project management activities;
- b) Perform project initiation activities;
- c) Provide environmental regulatory and technical information to CITY and CITY Contractors;
- d) Meet with CITY and CITY Contractors for information exchange, goal and timeline setting, reviewing management strategies and action items;
- e) Perform internal project control including budgeting, scheduling, and quality control;
- f) Part A applies to January through December 2016. ECO’s renewal of annual Scope of Services will be reviewed by the City Council and amended upon approval for renewal of Part A services beyond 2016.

2. Part B - Annual Ecological Restoration Monitoring

- a) Conduct qualitative monitoring activities twice annually to maintain cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled;
- b) Observe and document total plant species richness for each wetland cell and the total mitigation Site in historical comprehensive plant species lists;
- c) Record locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species on wetland cell maps;
- d) Develop 2016 Woolsey Wet Prairie Adaptive Management Strategy & Monitoring Report No. 10 that is consistent with historical monitoring and management activities at Site in a format to be used for Site adaptive management purposes;
- e) Part B applies to January through December 2016. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2016.

3. Part C - Annual Adaptive Management Strategy

- a) Continued development and implementation of annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning;
- b) Make Site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control;
- c) Oversee selection, scheduling, and coordination of Site adaptive management activities and provide guidance pertaining to Site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of Site;
- d) Provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of Site for the purpose of implementation of Site management activities that are compliant with Site permanent protection measures and restrictions specified in the CITY's Section 404 permit;
- e) Document and maintain records of adaptive management activities implemented and the date of use;
- f) Make adjustments, as necessary, to timing and type of vegetation management to be implemented including, but not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species;
- g) Utilize wetland cell maps showing locations of concentrated stands of non-native plant

species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities;

- h) Develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species;
- i) Schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness;
- j) Coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species;
- k) Develop burn specifications that clearly identify prescribed Burn Contractor responsibilities as a part of CITY's informal bid process that identify: Site preparation, notifications, and Burn Contractor responsibilities;
- l) Coordinate, schedule, and observe prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications;
- m) Part C applies to January through December 2016. ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2016.

4. Part D - Update Credit Tracking Ledger for Surplus Wetland Credits

- a) Site has generated surplus of wetland credits above those required by CITY's Section 404 permit for wetland compensatory mitigation. CITY has received Corps approval to use wetland credits to mitigate for wetland impacts caused by the CITY's infrastructure improvement projects within Illinois River watershed, HUC 11110103;
- b) Under the 2014 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Van Asche Extension Project for submittal to Corps;
- c) Under the 2015 Scope of Services, ECO developed a wetland credit ledger to include surplus credits and credit debits from CITY's Clabber Creek Recreational Trail Project for submittal to Corps;
- d) It is unknown at the current time, whether or not Part D services will be necessary for January through December 2016, and will be a function of whether or not surplus credit transactions occur. Should 2016 wetland credit transactions occur, ECO shall update wetland credit ledger accordingly for submittal to Corps at the end of 2016;
- e) ECO's renewal of annual Scope of Services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2016.

5. COMPENSATION

- a) For the amended Scope of Services described herein, CITY agrees to pay ECO the sum specified below on Cost Detail Table. The total payment shall be a lump sum “not to exceed” amount of **FIFTY THOUSAND U.S. DOLLARS (\$50,000.00)**.

Amendment No. 2 - 2016 Cost Detail

Amended ECO Scope of Services	Fee Estimate
Part A - 2016 Project Administration And Management	\$ 2,000
Part B - 2016 Annual Ecological Restoration Monitoring	\$20,000
Part C - 2016 Annual Adaptive Management Strategy	\$28,000
Part D - 2016 Update Surplus Wetland Credit Tracking Ledger	\$ 0
TOTAL	\$50,000.00

The CITY and ECO intending to be legally bound, indicate their approval of this AMENDMENT No. 2 by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

CITY OF FAYETTEVILLE

By: 
Bruce Shackleford, President

By: _____
Lioneld Jordan, Mayor

Date: December 21, 2015

Date: _____

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date: _____

End of December 21, 2015 Amendment No. 2 for Environmental Consulting Services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Carol Alexander PHONE (A/C No. Ext.): (501) 778-9162 FAX (A/C No.): (501) 778-0533 E-MAIL ADDRESS: calexander@thomasins.net															
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Peerless Indemnity Ind. Co</td> <td>18333</td> </tr> <tr> <td>INSURER B: Cameron Insurance Company</td> <td>15725</td> </tr> <tr> <td>INSURER C: America First Insurance</td> <td>12696</td> </tr> <tr> <td>INSURER D: The Netherlands Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E: Westchester Fire</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Indemnity Ind. Co	18333	INSURER B: Cameron Insurance Company	15725	INSURER C: America First Insurance	12696	INSURER D: The Netherlands Ins. Co.		INSURER E: Westchester Fire		INSURER F:	
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INSURER E: Westchester Fire																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER Master 2015/2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR			BOP8777430	5/10/2015	5/10/2016	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 4,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						
	☒ POLICY ☐ PROJECT ☐ LOC						
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS			CA8001502	3/1/2015	3/1/2016	BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						
							Medical payments \$ 5,000
C	☒ UMBRELLA LIAB						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$ 1,000,000
	☐ CLAIMS-MADE						
	☐ DED ☒ RETENTION \$ 10,000			CU8774331	5/10/2015	5/10/2016	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
				WC8777830	5/10/2015	5/10/2016	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			BINDER/PROFESSIONAL	5/10/2015	5/10/2016	Contractors Pollu Liab Agg 2,000,000
							Contractors Pollu Liab Occ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

jessie.strong@westfraser.c West Fraser, Inc. 502 Olin Avenue Huttig, AR 71747	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Paul Childress/CALEX <i>Paul A. Childress</i>
--	--

ACORD 25 (2010/05)
INS025 (2010/05) 01

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Executive Summary:

Woolsey Wet Prairie Annual Ecological Monitoring and Adaptive Management

Overview & Background

The Woolsey Wet Prairie Sanctuary was established by the City of Fayetteville as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District. The 43.8-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the City's Wastewater Systems Improvement Project (WSIP). The Section 404 Permit required 73.57 wetland credits to be generated at the mitigation site to offset wetland losses from the WSIP. To date, a total of 94.47 mitigation credits have been generated, producing a surplus of 20.90 credits.

On September 30, 2013, after numerous conferrals with ECO, Inc., the City of Fayetteville received a special one-of-a-kind approval from the Corps to use the 20.90 surplus wetland credits for city infrastructure projects that require wetland compensatory mitigation within the Illinois River Watershed. To date, surplus wetland credits have been used for the City's Van Asche Drive Extension Project and the Clabber Creek Recreational Trail Project, saving the City thousands of dollars.

Environmental Consulting Operations, Inc. (ECO, Inc.) developed the wetlands and stormwater permitting Best Management Practices Plans and conducted excellent construction inspection for the WSIP and was tasked to ensure full compliance with related regulations and permits. Under their supervision, contractors working for the city completed over \$135 million in work without a single permit violation. ECO, Inc. also designed the wetlands mitigation site that was required by the Corps of Engineers, which had a mandated monitoring and reporting period, and maintains the required wetland credit ledger to track the use of surplus wetland credits by the City of Fayetteville.

Under ECO, Inc.'s adaptive management strategy, the mitigation site has a current plant species list totaling 468 species, a ten-fold increase beyond the 47 plant species observed in 2004. This species diversity continues to grow with 18 new species being added from 2014 to 2015. Ten species at the site are tracked by the Arkansas Natural Heritage Commission as species of state conservation concern. Nonetheless, persistent invasive species are present at the site, requiring continued monitoring and adaptive management activities

ECO, Inc.'s May 8, 2014 Agreement For Professional Environmental Consulting Services covered the following work tasks for 2014, and as amended in 2015:

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

The details of each of these work tasks are outlined within the proposed 2016 contract between the City of Fayetteville and ECO, Inc. in Parts A, B, C, and D of the proposed contract.

The May 8, 2014 Agreement and the 2015 Amendment No. 1 to the Agreement contained the following provision:

Agreement will automatically renew for additional 1-year terms upon mutual agreement by both CITY and ECO. CITY may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

The price reflected within the proposed 2016 Amendment No. 2 to the May 8, 2014 Agreement is slightly **less** than the 2015 Amendment No. 1.

ECO, Inc. possesses the very specialized technical and regulatory skills and site-specific knowledge to complete these tasks for the purpose of meeting Corps of Engineers mandated mitigation performance standards and to maintain the existing surplus wetland credits for use in future city infrastructure improvements that require compensatory wetland mitigation.

ORDINANCE NO. 5687

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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

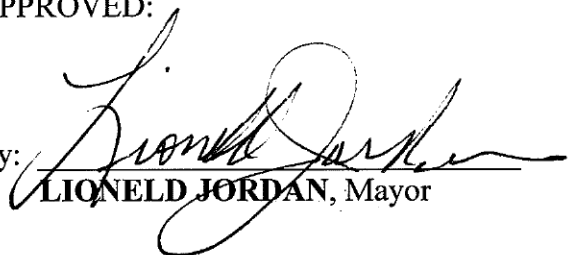
Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

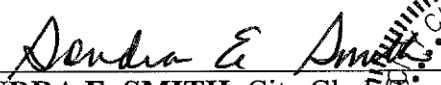
APPROVED:

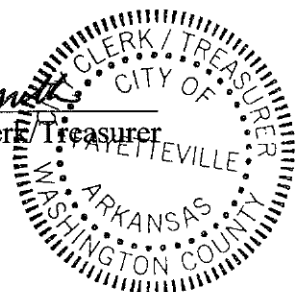
ATTEST:

By:


LIONELD JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Item Review Form

2014-0200

Legistar File Number

May 6 2014

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Don Marr

Submitted By

Utilities Division

Department

Action Required:

An Ordinance to waive competitive bidding and approve a contract for 2014 with the option to renew for 2015 between the City of Fayetteville and Eco Inc., for professional services to provide Annual Monitoring and development of annual maintenance plans for the Woolsey Wetland Prairie and to develop a Wetlands Credits tracking tool to be utilized by the City of Fayetteville for tracking Wetland Credits for City related projects.

Does this item have a cost? ☒ Yes

\$33,000.00

Cost of this request

\$33,000.00

Category or Project Budget

Water/Wastewater

Program or Project Name

5400.5120.5315.00

Account Number

\$0.00

Funds Used to Date

Wastewater Treatment

Program or Project Category

\$0.00

Remaining Balance

Water and Sewer

Fund Name

Budgeted Item? ☒ Yes

Budget Adjustment Attached? ☐

V20130812

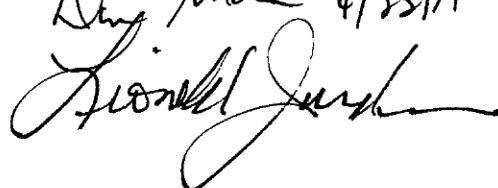
Previous Ordinance or Resolution #

Original Contract Number:

Comments:

 4/22/14

Paul A. Berlin 4-22-2014

Don Marr 4/22/14






CITY COUNCIL AGENDA MEMO

MEETING OF MAY 6, 2014

TO: Mayor and City Council
THRU: Mayor Lioneld Jordan
FROM: Don Marr, Chief of Staff 
DATE: April 22, 2014
SUBJECT: Professional Services Contract

RECOMMENDATION:

Pass an ordinance for a bid waiver and approving a contract with Eco Inc. for professional services for \$33,000.00 to be used specifically for wetlands mitigation site monitoring & management and environmental issues as required by the City of Fayetteville, City Contractors, Corps of Engineers and ADEQ. Attached is a memo that outlines why we ECO Inc. qualifies as a sole source provider for this contract due to the extensive knowledge and work conducted on the Woolsey Wetland Prairie Mitigation Site.

BACKGROUND:

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

DISCUSSION:

The contract covers the following work tasks for 2014:

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

The details of each of these work task are outlined within the proposed contract between the City of Fayetteville and ECO Inc. in Parts A, B, C and Don pages 2 through 5 of the proposed contract.

BUDGET/STAFF IMPACT:

An appropriation of \$33,000.00 is requested to pay for these services. This will be paid for within the cost of water/wastewater treatment operations program.

RE: BID WAIVER REQUEST-TECHNICAL SERVICES AGREEMENT WOOLSEY WET PRAIRIE WETLAND MITIGATION BANK

Environmental Consulting Operations, Inc.

Environmental Permitting and Wetlands Mitigation Bank Approval and
Design Services

BACKGROUND

As a part of the City of Fayetteville's revised Facility Planning for the Wastewater System Improvement Project (WSIP) the technical services of Environmental Consulting Operations, Inc. (ECO, Inc.) have been utilized since the year 2000 to address environmental permitting and compensatory wetland mitigation requirements.

ECO, Inc. initially provided technical support services as a sub-consultant to McGoodwin, Williams and Yates, Inc. under the March 21, 2000 agreement between McGoodwin, Williams and Yates and the City of Fayetteville. The role of ECO, Inc. addressed the entire WSIP as a centralized holistic approach to the complex environmental permitting and compensatory wetlands mitigation under five design consultants firms.

On August 29, 2003, a Bid Waiver was approved for ECO, Inc. to contract directly with the City of Fayetteville for Design Phase and Construction Phase environmental regulatory permitting and compliance consulting services. As the WSIP evolved, ECO, Inc.'s contract was amended seven times, with the last amendment expiring on December 31, 2013. ECO, Inc. has fulfilled the scope of all contract work required and provided all the specified deliverables. ECO, Inc. provided competent and timely services relating to the Facility Planning Phases, Design Phase, Construction Phase, and Post-Construction Phase of the WSIP.

The required compensatory wetland mitigation was of significant relevance to the WSIP. ECO, Inc. was highly involved in the mitigation process throughout all of the aforementioned WSIP phases and provided the following services:

- **Prepared NEPA-Environmental Information Document for WSIP Revolving Loan Fund**
- **Participated in public meetings, environmental exposition, and workshops to inform the public of the expected environmental benefits/effects of proposed WSIP**
- **Obtained all WSIP environmental regulatory permits**
- **Identified environmental features for entire WSIP**
- **Completed wetland delineations/restoration/404 permitting process for 26 wetlands & 86 stream crossings**
- **Characterized mitigation site baseline conditions**

- **Wetland preliminary mitigation planning and conceptual design**
- **Initial 404 permitting, mitigation site selection process, Mitigation Plan development**
- **Designed mitigation site ecological features**
- **Developed mitigation site deed-restrictive covenant**
- **Coordination and processing of required Contingency Plan and Financial Assurances for mitigation site**
- **Developed mitigation site monitoring protocol**
- **Conducted annual mitigation monitoring/submit reports to Corps (2007-2013)**
- **Developed/refined/coordinated annual mitigation site adaptive management (2006-2014)**
- **Developed environmental specifications for Bid Documents for 24 construction contracts**
- **Developed environmental specifications for Bid Documents for wetland mitigation site**
- **Construction Phase Regulatory Compliance Evaluations**
- **Training of 24 Contractors for environmental regulatory compliance**

For nine years, ECO, Inc. has managed ecological restoration activities at the City of Fayetteville's Woolsey Wet Prairie Sanctuary; transforming a severely degraded remnant prairie from 47 plant species to 432 plant species over a nine-year span, with no seeding. Eight of the plant species that re-appeared from the relict seed bank are listed as "species of concern" by Arkansas Department of Natural Heritage.

ECO, Inc. has experience, expertise, and/or a working knowledge of:

- **Adaptive management for the ecological restoration of wetlands and prairies, including prescribed burning, herbicide selection and use, mowing, hydrology controls**
- **Wetland mitigation design and construction**
- **Wetland mitigation site monitoring, including plant species identification and inventories**
- **Development and evaluation of wetland mitigation soils, hydrology, and vegetation performance standards**
- **Development of Wetland Mitigation Plans**
- **Mitigation bank regulations codified at Corps 33 Code of Federal Regulations (CFR) Parts 325 and 332 and the US EPA 40 CFR Part 230**
- **Assessment of Wetland Function and Value using Charleston Method adopted by the Little Rock District Corps of Engineers**
- **Conducting wetland delineations following the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Eastern Mountains and Piedmont Region.**
- **EPA and Corps proposed rule on 03/25/2014 and 03/24/2014, respectively, for clarification of jurisdictional waters of the United States.**

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES
BETWEEN CITY OF FAYETTEVILLE, ARKANSAS AND
ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED
FOR
WOOLSEY WET PRAIRIE ECOLOGICAL MONITORING AND MANAGEMENT
ENVIRONMENTAL CONSULTING SERVICES**

THIS Agreement, dated April 20, 2014 is made by and between CITY OF FAYETTEVILLE, ARKANSAS, acting by and through its Mayor (hereinafter called CITY) and ENVIRONMENTAL CONSULTING OPERATIONS, INCORPORATED (hereinafter called ECO) with offices located in Benton, AR.

WHEREAS, CITY established Woolsey Wet Prairie Sanctuary as part of wetland compensatory mitigation requirements under Section 404 Permit 14207 issued by the U.S. Army Corps of Engineers Little Rock District (Corps). The 41.65-acre mitigation site was constructed to offset the permanent alteration of 7.92 acres of wetlands from construction of the CITY's Wastewater Systems Improvement Project (WSIP). Ecological restoration activities via the use of an adaptive management strategy have restored the site to its original tall grass wetland prairie ecosystem that had been degraded for over a century. Recognizing that the site is a unique ecological and recreational resource, and due to Corps regulatory requirements to manage and maintain the wetland compensatory mitigation in perpetuity, it is the CITY's intent to maintain and monitor ecological adaptive management activities at Woolsey Wet Prairie to assure that the site continues to meet ecological performance standards, hereinafter referred to as PROJECT.

WHEREAS, CITY has requested the scope of ECO's services to include PROJECT ecological monitoring and adaptive management environmental consulting services due to ECO's previous site-specific experience with planning, design, construction, management, monitoring, and regulatory requirements; and

WHEREAS, ECO agrees to provide scope of services described herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, CITY and ECO, the parties hereto, stipulate and agree that the Agreement for Environmental Consulting Services is hereby executed in the following particulars:

ECO shall serve as CITY's environmental consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY during the performance of ECO's services. Applicable services shall be performed under the direction of an environmental professional qualified in the particular field.

1.0 - AUTHORIZATION OF SERVICES

- 1.1 Services on assignment contained herein shall be undertaken upon written authorization of CITY and agreement of ECO.

- 1.2 ECO shall be authorized to perform environmental consulting services in connection with the PROJECT, as hereinafter stated, which shall include normal environmental consulting services incidental thereto.
- 1.3 The environmental consulting services to which this Agreement applies are a part of the PROJECT. ECO shall be authorized to coordinate activities and services with CITY and CITY'S Contractors, and applicable other parties that CITY may contract with for professional services as a part of the PROJECT.
- 1.4 Assignments may include services described hereafter as Basic Services or as Additional Services of ECO.
- 1.5 Changes, modifications or amendments in scope, price, or fees to this Agreement shall not be allowed without a formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, costs, fees, or delivery schedule.

2.0 - BASIC SERVICES OF ECO

NOW THEREFORE, CITY and ECO agree that ECO shall provide environmental consulting services for City for PROJECT, as follows:

2.1 Part A - Project Administration And Management

a) ECO shall provide the following in association with PROJECT described herein:

- General administration and project management activities;
- Perform project initiation activities;
- Provide environmental regulatory and technical information to CITY and CITY Contractors;
- Meet with CITY and CITY Contractors for information exchange, goal setting, setting timelines, reviewing management strategies and action items;
- Perform ECO's internal project control including budgeting, scheduling, and quality control activities.

b) Part A applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part A services beyond 2014.

2.2 Part B- Annual Ecological Restoration Monitoring of Existing Mitigation Site

a) ECO, Inc. shall conduct qualitative monitoring activities twice annually. The spring monitoring event is typically conducted in June and the fall monitoring event is typically conducted in October or November. The scope shall include maintaining cumulative plant species lists, evaluations of seasonal hydrology and associated plant communities, and identification of stands of invasive plant species to be controlled. The total plant species richness is to be observed and documented for

each of the wetland cells, and the total mitigation site plant species richness is to be documented and maintained in a historical comprehensive site plant species list.

- b) The locations of concentrated stands of non-native plant species are to be recorded on maps of each of the wetland cells. The locations of rare Arkansas Natural Heritage Commission tracking plant species are to be recorded on maps of each of the wetland cells.
- c) Subsequent to the fall monitoring event, an annual monitoring report shall be developed that is consistent with historical monitoring, management and reporting activities at the site. The report shall document annual monitoring activities and observations, and shall be developed in a format to be used for site adaptive management purposes. Copies of the annual report are to be provided to CITY and CITY's Contractors associated with management of site.
- d) Part B applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part B services beyond 2014.

2.3 Part C - Annual Adaptive Management Strategy of Existing Mitigation Site

- a) ECO's scope shall include continued development and implementation of an annual strategy for specific controls of invasive species via selection, coordination, and scheduling of time sensitive hydrology controls, herbicide applications, mowing, hand pulling, and prescribed burning. ECO will make several site visits throughout the growing season to make observations of hydrology, vegetation, and effectiveness of invasive vegetation control. ECO shall oversee selection, scheduling, and coordination of site adaptive management activities and provide guidance pertaining to site Deed-Restrictive Covenant restrictions to CITY and CITY's Contractors associated with management of site.
- b) ECO will provide restoration ecology advisory technical guidance to CITY and CITY's Contractors associated with management of site for the purpose of implementation of site management activities that are compliant with site permanent protection measures and restrictions specified in the CITY's Section 404 permit. ECO shall document and maintain records of adaptive management activities implemented at the site and the date of use.
- c) The plant species community at the existing mitigation site evolves on a seasonal basis throughout the growing season and various non-native invasive plant species may emerge and flourish at various times within the growing season. This may vary significantly from year to year. Consequently, it is necessary to continue to make adjustments to the timing and type of vegetation management to be implemented. In general, the types of vegetation management tools include, but are not restricted to, hydrology management, mowing, herbicide applications, prescribed burning, and hand pulling of invasive plant species.

- d) ECO will utilize wetland cell maps showing locations of concentrated stands of non-native plant species and locations of rare Arkansas Natural Heritage Commission tracking plant species in order to target and prioritize areas for specific management activities.
- e) ECO shall develop herbicide application specifications that include specific types of herbicides to apply to specific invasive plant species.
 - ECO shall schedule and select type of herbicide, adjuvant, and application rate to be used for specific target non-native invasive plant species at specific locations and document herbicide effectiveness.
 - ECO shall coordinate, schedule, and observe areas where herbicide applications have been made to evaluate effectiveness for controlling invasive species.
- f) ECO shall develop burn specifications that clearly identify prescribed Burn Contractor responsibilities, as a part of CITY's informal bid process. The burn specifications shall identify:
 - Site preparation prior to commencement of prescribed burn.
 - Notifications prior to commencement of prescribed burn.
 - Burn Contractor responsibilities for implementing measures to keep prescribed fire contained and not escape to non-target areas.
 - Burn Contractor responsibilities for evaluating conditions under which a prescribed burn is to be conducted.
 - Burn Contractor responsibilities for required equipment and trained personnel to conduct the burn.
 - Burn Contractor responsibilities for post-burn "mop up" requirements to assure all embers and sparks are fully extinguished.
 - Burn Contractor responsibilities for conformance with state laws, notifications, and specifications pertaining to the activity.

ECO shall coordinate, schedule, and observe the prescribed burn to evaluate Burn Contractor's conformance with state laws, notifications, and specifications pertaining to the activity.

- g) Part C applies to May through December 2014 and January through December 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part C services beyond 2014.

2.4 Part D - Development of Credit Tracking Ledger for Surplus Wetland Credits

- a) After several years of monitoring at the mitigation site, ECO observed that the site had achieved a surplus of wetland credits above those required by CITY's Section 404 permit to offset the permanent alteration of wetlands from construction of CITY's WSIP.

In May of 2013, ECO started the process of getting CITY's 404 permit compensatory

mitigation requirements modified to reflect the actual WSIP permanent alterations to wetlands and reduce the number of wetland credits required for compensatory mitigation. ECO met with the Corps to discuss CITY's use of the surplus credits. On September 30, 2013, CITY received correspondence from the Corps stating that the 20.90 surplus wetland credits could be used to mitigate for wetland impacts generated by the City of Fayetteville within the Illinois River watershed, HUC 11110103.

In summary, CITY can use the surplus wetland credits for future CITY infrastructure improvements that involve permanent alterations to wetlands, but cannot sell the surplus credits to outside parties.

It is anticipated that the remaining surplus credits will be used for a multitude of CITY infrastructure projects that will require Corps approval. Consequently, there is a need for CITY to develop a tracking system to maintain an accounting of the use and balance of surplus credits. Formal procedures for development of such a credit accounting system are specified in Title 33 of the Code of Federal Regulations, Part 332.8, as follows:

Accounting procedures must be developed for mitigation banks, and have a provision requiring the sponsor to establish and maintain a ledger to account for all credit transactions. Each time an approved credit transaction occurs, the sponsor must notify the Corps.

The sponsor must compile an annual ledger report showing the beginning and ending balance of available credits and permitted impacts for each resource type, all additions and subtractions of credits, and any other changes in credit availability. The ledger report must be submitted to the Corps as a part of the administrative record for the surplus credits.

b) ECO shall:

- Review applicable 33 CFR Part 332.8 regulations pertaining to wetland credit accounting procedures,
- Develop a draft ledger to include original surplus credits and credit debits from Van Asche Improvements,
- Prepare write up and confer with City regarding surplus credit accounting and reporting procedures,
- Confer with Corps regarding surplus credit accounting and reporting procedures and get concurrence on draft ledger,
- Prepare annual credit balance report for submittal to Corps at end of 2014.

c) Part D applies to May through December 2014. It is unknown at the current time whether or not Part D services will be necessary for January through December 2015. This will be a function of whether or not surplus credit transactions occur during 2015. ECO's renewal of annual scope of services will be reviewed by the City Council, and amended upon approval for renewal of Part D services beyond 2014.

3. - COMPENSATION

3.1 For the Basic Services of ECO described herein, CITY agrees to pay ECO the sum specified below on the Tables 1 and 2 Cost Detail Tables. The total payment shall be a lump sum “not to exceed” amount of **EIGHTY THREE THOUSAND SEVEN HUNDRED AND SIXTY SIX U.S. DOLLARS (\$83,766.00).**

Table 1 - 2014 Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 950.00
Part B- Annual Ecological Restoration Monitoring	\$18,400.00
Part C - Annual Adaptive Management Strategy	\$10,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	\$ 3,240.00
TOTAL	\$33,000.00

Table 1 - 2015 Renewal Option Cost Detail

Basic Services of ECO	Fee Estimate
Part A - Project Administration And Management	\$ 1,723.00
Part B- Annual Ecological Restoration Monitoring	\$20,633.00
Part C - Annual Adaptive Management Strategy	\$28,410.00
Part D - Development of Surplus Wetland Credit Tracking Ledger	unknown
TOTAL	\$50,766.00

3.2 Fees will be charged on a labor and expenses basis that may not involve any specific allocation to any given Part.

3.3 Agreement will automatically renew for additional 1-year terms upon mutual agreement by both CITY and ECO. CITY may consider annual adjustment of prices and fees limited to an annual adjustment of prices and fees for the remaining terms. Such adjustment must be requested in writing, not less than sixty (60) days prior to the end of the current term. Contract renewals are subject to budget availability.

3.4 For the Scope of Services during the PROJECT described herein, CITY shall pay ECO the sum of the following:

- For time expended by personnel, payment at the ECO standard hourly rates. Such rates include overhead and profit and maybe revised annually.
- For outside expenses incurred by ECO, such as authorized travel and subsistence, including food, lodging, commercial services, and incidental expenses, the cost to ECO plus 10% administrative and processing fee.

3.5 Monthly statements for each calendar month shall be submitted to CITY consistent with ECO's normal billing schedule. Statements for each calendar month will be submitted in electronic format simultaneously to CITY, followed by signed original document to CITY via US Postal Service. If any portion of ECO's statement is disputed by CITY,

the undisputed portion shall be paid by CITY by the due date. CITY shall advise ECO in writing of the basis for any disputed portion of any statement.

4. - GENERAL CONSIDERATIONS

- 4.1 During the course of performance of Professional Services described herein, ECO shall maintain (in United States Dollars) the minimum insurance coverage indicated in attached insurance certificate.
- 4.2 Subject to the City Council approval, adjustment of the not-to-exceed amount may be made should ECO establish and CITY agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed. Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost, fees, or delivery schedule.
- 4.3 If authorized in writing by CITY Mayor and the City Council and agreed to in writing by ECO, ECO shall furnish or obtain from others Additional Services upon request that are not considered normal or customary Basic Services.
- 4.4 This Agreement constitutes the entire agreement between CITY and ECO and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. This Agreement shall not be modified except in writing signed by and duly authorized representative of the CITY and ECO.
- 4.5 ECO has no control of any regulatory control authority's subjectiveness in regulatory interpretations, the dynamics of environmental regulations, nor the retroactiveness thereof. Additionally, ECO has no control over any actions taken by CITY Contractor's and is therefore not responsible for maintaining compliance with terms and conditions of any environmental regulatory requirement. Observations and recommendations made by ECO in no way guarantees or warranties compliance with environmental regulatory requirements.
- 4.6 Documents, drawings, and specifications prepared by ECO as part of the Scope of Services shall become the property of CITY when ECO has been compensated for all Services rendered, however, ECO shall have the unrestricted right to their use. ECO shall retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Scope of Services by ECO shall remain the property of ECO.

The CITY and ECO intending to be legally bound, indicate their approval of this Agreement by their signatures below.

**ENVIRONMENTAL CONSULTING
OPERATIONS, INC.**

By: Bruce Shackleford
Bruce Shackleford, President

Date: April 20, 2014

CITY OF FAYETTEVILLE

By: Lionel Jordan
Lionel Jordan, Mayor

Date: 5-8-2014

ATTEST:

By: Sondra E. Smith
Sondra E. Smith, City Clerk/Treasurer

Date: 5-8-14

End of April 20, 2014 Agreement for Environmental Consulting Services





CERTIFICATE OF LIABILITY INSURANCE

Tentative Agenda
January 26, 2016
Page 76 of 352

DATE (MM/DD/YYYY)
6/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Thomas Insurance Agency of Benton, Inc. 114 East Conway Street P. O. Box 49 Benton AR 72018-0049		CONTACT NAME: Jayme Stallmann PHONE (A/C No. Ext): (501) 778-9162 FAX (A/C No.): (501) 778-0533 E-MAIL ADDRESS: jstallmann@thomasins.net																						
INSURED Environmental Consulting Operations, Inc. 17724 Interstate 30 Suite 5A Benton AR 72019		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Peerless Indemnity Ind. Co</td><td>18333</td></tr><tr><td>INSURER B:</td><td>Cameron Insurance Company</td><td>15725</td></tr><tr><td>INSURER C:</td><td>America First Insurance</td><td>12696</td></tr><tr><td>INSURER D:</td><td>The Netherlands Ins. Co.</td><td></td></tr><tr><td>INSURER E:</td><td>Westchester Fire</td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Peerless Indemnity Ind. Co	18333	INSURER B:	Cameron Insurance Company	15725	INSURER C:	America First Insurance	12696	INSURER D:	The Netherlands Ins. Co.		INSURER E:	Westchester Fire		INSURER F:		
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INSURER E:	Westchester Fire																							
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 13/14 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR			BOP8777430	5/10/2013	5/10/2014	MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☒ ALL OWNED AUTOS			CA800150P	3/1/2013	3/1/2014	BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 1,000,000
	☐ DED ☒ RETENTION \$ 10,000			CU8774331	5/10/2013	5/10/2014	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC8777830	5/10/2013	5/10/2014	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			G24136735002	5/10/2013	5/10/2014	Contractors Pollu Liab Agg 2,000,000
							Contractors Pollu Liab Occur 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Information Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill McKee/JAYME

ACORD 25 (2010/05)

INS025 (201005) 01

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NORTHWEST ARKANSAS DEMOCRAT-GAZETTE
THE MORNING NEWS OF SPRINGDALE
THE MORNING NEWS OF ROGERS
NORTHWEST ARKANSAS TIMES
BENTON COUNTY DAILY RECORD

NORTHWEST ARKANSAS NEWSPAPERS LLC

212 NORTH EAST AVENUE, FAYETTEVILLE, ARKANSAS 72701 | P.O. BOX 1607, 72702 | 479-442-1700 | WWW.NWANNEWS.COM

RECEIVED

MAY 29 2014

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

AFFIDAVIT OF PUBLICATION

I, Cathy Wiles, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Newspapers, LLC, printed and published in Washington and Benton County, Arkansas, bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

City of Fayetteville-
Ordinance 5687

Was inserted in the Regular Editions on:
May 15, 2014

Publication Charges: \$84.31

Cathy Wiles
Cathy Wiles

Subscribed and sworn to before me
This 15th day of May, 2014.

Luke L Benson
Notary Public
My Commission Expires: 12/31/2023

ORDINANCE NO. 5687 CITY OF
Fayetteville ARKANSAS

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING AN AGREEMENT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT FOR 2014 IN THE AMOUNT OF \$33,000.00

WHEREAS, Environmental Consulting Operations, Inc. (ECO) developed the wetlands and storm water protection best management plans and conducted excellent construction inspection for the Wastewater System Improvement Project; and

WHEREAS, under the supervision of ECO, contractors working for the City completed over \$135 million in work without a single permit violation; and

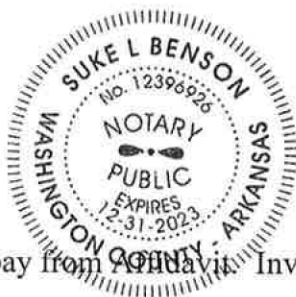
WHEREAS, ECO also designed the wetlands mitigation site that was required by the Corps of Engineers

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is deemed not feasible or practical, and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to execute an agreement with Environmental Consulting Operations, Inc. for wetlands mitigation site monitoring and management for 2014 in the amount of \$33,000.00.

PASSED and APPROVED this 6th day of May, 2014.

APPROVED: _____ ATTEST: _____
By: _____ By: _____
LIONEL JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer



****NOTE****

Please do not pay from Affidavit. Invoice will be sent.



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 78 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0017

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

KEE, LLC AND SERVPRO OF FAYETTEVILLE/SPRINGDALE:

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C) (4) TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$11,695.64 TO KEE, LLC AND \$5,290.40 TO SERVPRO OF FAYETTEVILLE/SPRINGDALE FOR A WASTEWATER DAMAGE CLAIM ARISING AT 620 N. ROCKCLIFF ROAD

WHEREAS, pursuant to the Fayetteville Code of Ordinances Section 39.10(C)(4), the City Council must approve the payment of wastewater damage claims exceeding \$8,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to Fayetteville Code of Ordinances § 39.10(C)(4), authorizes the Mayor to pay \$11,695.64 to KEE, LLC and \$5,290.40 to Servpro of Fayetteville/Springdale for a wastewater damage claim arising at 620 N. Rockcliff Road.

City of Fayetteville Staff Review Form

2016-0017

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

1/11/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Administration recommends approval of a claim settlement in the amount of \$11,695.64 with Kirk Elsass (KEE, LLC) for damage to his property at 620 Rockcliff Rd. resulting from a sewer overflow.

Budget Impact:

5400.4410.5311.04

Sewer Maintenance - Insurance Non-Vehicle

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 25,000.00

Funds Obligated \$ -

Current Balance \$ 25,000.00

Does item have a cost? Yes

Item Cost \$ 11,695.64

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 13,304.36

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director *TN*

DATE: January 11, 2016

SUBJECT: Sewer Claim Settlement, Kirk Elsass (KEE, LLC), 620 Rockcliff Rd

RECOMMENDATION:

City Administration recommends approval of a claim settlement in the amount of \$11,695.64 with Kirk Elsass (KEE, LLC) for damage to his property at 620 Rockcliff Rd. resulting from a sewer overflow.

BACKGROUND:

On November 3, 2015 a sewer backed up on Rockcliff Rd. due to roots in the line. The backup caused flooding in the home at 620 Rockcliff Rd. The wastewater ran through multiple floors of the home damaging the hardwood floors, trim, carpets, ceilings, and crawlspace. The home is owned by KEE, LLC, which is owned by Kirk Elsass.

DISCUSSION:

The claim is valid for payment since the City's lines backed up causing the home to flood. The claimant, Kirk Elsass, will be reimbursed for the restoration, labor, materials and the plumber call at the time of the event. The total amount that will be paid to the claimant upon approval is \$11,695.64. The remediation after the event was done by Servpro in the amount of \$5,290.40, and has already been paid directly to Servpro by the City. The total amount that will be paid out for this claim is \$16,986.04.

The sewer maintenance crews root cut the line and nearby manhole that caused the event. Also, that sewer main is scheduled to be lined with cured-in-place pipe on January 14, 2016 to prevent roots from entering the line and decrease the likelihood of sewer overflows in that area.

BUDGET/STAFF IMPACT:

Funds are available within the Sewer Maintenance Insurance account.

Attachments:

Staff Review Form
Claim Form and Repair Cost Totals
Signed Acceptance of Offer
Plumber and Servpro Remediation Invoices
Restoration, Labor and Materials Invoices
Pictures of Damage

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

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

RECEIVED

NOV 3 2015

CLAIMANT INFORMATION

(please print neatly)

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Full Name: Kirk E. Elsass Email Address: KIRKELSSASS@AOL.COM
Last Name, First Name, Middle Initial

Street Address: 1200 Soyes Blvd.

City, State & Zip: Fayetteville AR 72703

Daytime Phone Number: 479-841-4321 Alternate Phone Number: 479-521-6611

INCIDENT INFORMATION

Address/Location of Occurrence: 620 Rockcliff, Fayetteville, AR,

Date and Time of Occurrence: 11/3/15 - 10 AM Amount Being Claimed: \$

Nature of Occurrence: Sewer Backup Water Street Related Other:

Do you have insurance which covers your damage in this incident? NO Deductible Amt. \$

The City will not pay a claim in an amount exceeding a Claimant's insurance deductible, if covered.

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

Sewer main clogged with roots & backed up into House
Sewer on Hardwood, under Trim, on Carpet, Ceiling Garage
Insulation and Sewer on Crawl Space.
Root-Rooter check Line #139⁰⁰ + SERVPRO Cost unknown now.

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

Claimant's Signature: Kirk Elsass Date: 11-3-15

Received by: Pam Henson Date Received: 11/3/15
Referred to: Mark & Tim N Date: 11/3/15

Department Director Signature Date Accepted Amount Account # Denied

Repair Cost Total for 620 Rockcliff Rd.	
Plumber Bill	139.00
Homes Management, Inc.	3,235.59
Coyote Quality Hardwood Floors, Inc.	2,821.68
Quality Millwork, Inc.	155.23
Quality Millwork, Inc.	86.24
Encore Building Products	2,228.67
Encore Building Products	3,029.23
Claim Payment to Kirk Elsass	11,695.64
 Servpro Remediation (Paid to Servpro)	 5,290.40
 Total Claim Payment	 16,986.04



ACCEPTANCE OF OFFER

The undersigned does hereby accept the offer of \$11,695.64 in full settlement and satisfaction of, and as sole consideration for, the final release and discharge of all actions, rights, causes of action, claims and demands whatsoever that now exist or may hereafter accrue against the City of Fayetteville, a municipal corporation, and the elected officials and employees thereof, charged or who or which may be charged with responsibility for injuries to the person and property of the undersigned, the treatment thereof, and all consequences following therefrom, as a result of the event which occurred on or about the 3rd day of November, 2015 at or near 620 Rockcliff Rd., Fayetteville, Arkansas, and for which the undersigned claims the above-named parties are legally liable in damages (which legal liability and damages are disputed and denied), and acknowledging that nothing herein shall be construed to alter, limit or otherwise compromise the immunity afforded the City of Fayetteville und the Constitution and Statutes of the State of Arkansas, and;

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

Signed this 11 day of January, 2016

By: Kirk E. Elsass

Kirk E. Elsass
KEE, LLC
1200 Joyce Blvd.
Fayetteville, Arkansas 72703

DISPATCHED
1/31
CLEARED
11:50
TOTAL TIME
100 min



DILLARD NORTHWEST, INC.

P.O. BOX 7180 • SPRINGDALE, ARKANSAS 72766
 PHONES (479) 751-8442 • 521-1819 • 636-8112
 FAX: (479) 751-8940

"Away Go Troubles Down the Drain"

Tentative Agenda
 January 26, 2016
 Page 84 of 352

INVOICE

83045

ROTO-ROOTER.

THE COMPLETE
 SEPTIC TANK
 SEWER & DRAIN
 CLEANING SERVICE

Kirk E. Law
 1200 E. Joyce Blvd
 Fayette

P.O. No. _____

Date: 11-3-15

Job Address: _____

620 R. K. Hill - Fayette

Phone: _____

Cause of Stoppage: Roots _____ Grease _____ Scale _____ Hair _____ Lint _____ Garbage _____ Pulp _____ Orangeburg Pipe _____

Sanitary Products: _____ Other: _____

Cleaned From: Vent _____ Clean Out _____ Open Hole _____ Total Footage 40

JOB DESCRIPTION AND REMARKS:

Cleaned Main Line to City Sewer
 City Sewer is backed up

30 Day	60 Day	90 Day
☐	☐	☐

Guarantee

☒ No Guarantee - Reason: City backed up

Job Guaranteed For Root Stoppages Only. This guarantee does not include stoppages caused by paint, rags, leaves, cement, grease, garbage, other debris or broken or settled section of tile or pipe, or Orangeburg Fiber line.

THANK YOU!

First Man

Operator Signature

Second Man

Today's Chg. \$139.00

Travel Chg. _____

Product / Parts \$139.00

TOTAL DUE \$139.00

Payment due upon completion of job

Check # _____

Cash ☐

Credit Card ☐

Customer Signature

I hereby accept above performed service and charges being satisfactory and agree to pay the above account stated.



Servpro of Fayetteville/Springdale

228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID # 26-3487504

Client: City of Fayetteville - Elsass
Property: 620 Rock Cliff
Fayetteville, AR 72701

Home: (479) 841-4321

Operator: SERVPRO9

Type of Estimate: <NONE>

Date Entered: 11/9/2015

Date Assigned:

Price List: ARFA8X_NOV15

Labor Efficiency: Restoration/Service/Remodel

Estimate: CITY_OF_FAY-ELSASS



Servpro of Fayetteville/Springdale

228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID # 26-3487504

CITY_OF_FAY-ELSASS

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Equip. setup, take down & monitoring - after hrs Set up equipment 11/3	1.50 HR	0.00	58.91	8.62	96.99
3. Equipment setup, take down, and monitoring (hourly charge) Monitor 11/5	1.00 HR	0.00	39.23	3.82	43.05
4. Equipment setup, take down, and monitoring (hourly charge) Monitor and take down equipment 11/6	1.50 HR	0.00	39.23	5.74	64.59
5. Haul debris - per pickup truck load - including dump fees	2.00 EA	99.97	0.00	19.49	219.43
71. Content Manipulation charge - per hour	2.00 HR	0.00	24.38	4.75	53.51
Total: Main Level				42.42	477.57



Laundry

Height: 8'

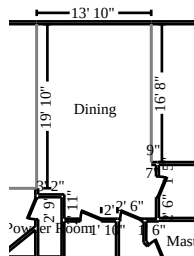
342.67 SF Walls	96.25 SF Ceiling
438.92 SF Walls & Ceiling	96.25 SF Floor
10.69 SY Flooring	42.83 LF Floor Perimeter
42.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
55. Tear out baseboard and bag for disposal - up to Cat 3	6.00 LF	0.66	0.00	0.39	4.35
56. Remove Base shoe	6.00 LF	0.10	0.00	0.06	0.66
57. Apply plant-based anti-microbial agent	96.25 SF	0.00	0.19	1.78	20.07
58. Air mover (per 24 hour period) - No monitoring 1 air mover for 3 days	3.00 EA	0.00	26.01	7.61	85.64
Totals: Laundry				9.84	110.72



Servpro of Fayetteville/Springdale

228 E Robinson Ave
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Dining

Height: 8'

310.75 SF Walls
629.74 SF Walls & Ceiling
35.44 SY Flooring
38.84 LF Ceil. Perimeter

318.99 SF Ceiling
318.99 SF Floor
38.84 LF Floor Perimeter

Missing Wall

19' 9 7/8" X 8'

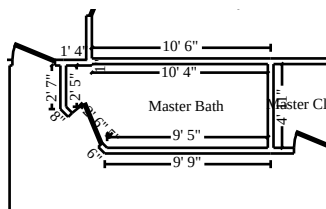
Opens into KITCHEN

Missing Wall

16' 8" X 8'

Opens into LIVING

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
24. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	132.00 SF	0.58	0.00	7.46	84.02
25. Tear out wet carpet pad, cut/bag - Category 3 water	132.00 SF	0.54	0.00	6.95	78.23
26. Tear out tackless strip and bag for disposal - Category 3	15.00 LF	0.81	0.00	1.18	13.33
27. Remove Tile floor covering	32.00 SF	1.54	0.00	4.80	54.08
28. Remove 1/4" Cement board	32.00 SF	0.51	0.00	1.59	17.91
29. Tear out baseboard and bag for disposal - up to Cat 3	11.50 LF	0.66	0.00	0.74	8.33
30. Remove Base shoe	11.50 LF	0.10	0.00	0.11	1.26
31. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.01	22.82	256.91
3 air movers for 3 days					
32. Dehumidifier (per 24 hour period) - XLarge - No monitoring	3.00 EA	0.00	101.35	29.64	333.69
1 XL LGR dehu for 3 days					
75. Apply plant-based anti-microbial agent	318.99 SF	0.00	0.19	5.91	66.52
Totals: Dining				81.20	914.28



Master Bath

Height: 8'

256.95 SF Walls
312.18 SF Walls & Ceiling
6.14 SY Flooring
32.12 LF Ceil. Perimeter

55.22 SF Ceiling
55.22 SF Floor
32.12 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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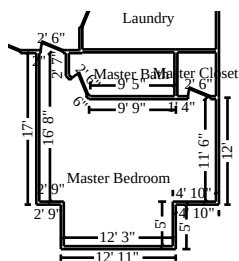


Servpro of Fayetteville/Springdale

228 E Robinson Ave
Springdale, AR 72764
479-419-5544
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CONTINUED - Master Bath

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
65. Toilet - Detach	1.00 EA	0.00	31.80	3.10	34.90
66. Remove Tile floor covering	26.00 SF	1.54	0.00	3.90	43.94
67. Remove 1/4" Cement board	26.00 SF	0.51	0.00	1.29	14.55
68. Tear out baseboard and bag for disposal - up to Cat 3	9.50 LF	0.66	0.00	0.61	6.88
69. Remove Base shoe	9.50 LF	0.10	0.00	0.09	1.04
70. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	26.01	15.22	171.28
2 air movers for 3 days					
76. Apply plant-based anti-microbial agent	55.22 SF	0.00	0.19	1.02	11.51
Totals: Master Bath				25.23	284.10



Master Bedroom

Height: 8'

651.79 SF Walls
959.85 SF Walls & Ceiling
34.23 SY Flooring
81.47 LF Ceil. Perimeter

308.07 SF Ceiling
308.07 SF Floor
81.47 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
59. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	12.00 SF	0.58	0.00	0.68	7.64
60. Tear out wet carpet pad, cut/bag - Category 3 water	12.00 SF	0.54	0.00	0.63	7.11
61. Tear out tackless strip and bag for disposal - Category 3	4.00 LF	0.81	0.00	0.32	3.56
62. Tear out baseboard and bag for disposal - up to Cat 3	8.75 LF	0.66	0.00	0.56	6.34
63. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	26.01	7.61	85.64
1 air mover for 3 days					
64. Dehumidifier (per 24 hour period) - XLarge - No monitoring	1.00 EA	0.00	101.35	9.88	111.23
1 XL LGR dehu for 3 days					
77. Apply plant-based anti-microbial agent	308.07 SF	0.00	0.19	5.71	64.24
Totals: Master Bedroom				25.39	285.76



Servpro of Fayetteville/Springdale

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Kitchen

Height: 8'

325.92 SF Walls	242.76 SF Ceiling
568.68 SF Walls & Ceiling	242.76 SF Floor
26.97 SY Flooring	40.24 LF Floor Perimeter
43.24 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into FORMAL_DININ

Missing Wall

4' 7" X 8'

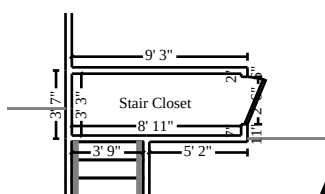
Opens into ENTRY

Missing Wall

19' 9 7/8" X 8'

Opens into DINING

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
19. Remove Tile floor covering	7.50 SF	1.54	0.00	1.13	12.68
21. Remove 1/4" Cement board	7.50 SF	0.51	0.00	0.37	4.20
22. Apply plant-based anti-microbial agent	7.50 SF	0.00	0.19	0.14	1.57
23. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	26.01	15.22	171.28
2 air movers for 3 days					
Totals: Kitchen				16.86	189.73



Stair Closet

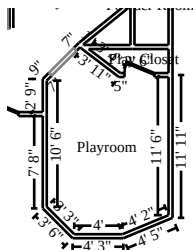
Height: 8'

194.79 SF Walls	29.05 SF Ceiling
223.84 SF Walls & Ceiling	29.05 SF Floor
3.23 SY Flooring	24.35 LF Floor Perimeter
24.35 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
33. Remove Tile floor covering	29.05 SF	1.54	0.00	4.36	49.10
34. Remove 1/4" Cement board	29.05 SF	0.51	0.00	1.44	16.26
35. Tear out baseboard and bag for disposal - up to Cat 3	24.35 LF	0.66	0.00	1.57	17.64
36. Remove Base shoe	24.35 LF	0.10	0.00	0.24	2.68
37. Apply plant-based anti-microbial agent	29.05 SF	0.00	0.19	0.54	6.06
38. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	26.01	7.61	85.64
1 air mover for 3 days					

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Stair Closet				15.76	177.38

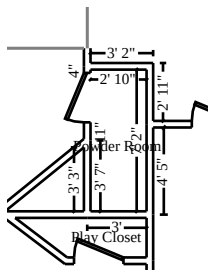


Height: 8'

344.75	SF Walls	133.97	SF Ceiling
478.72	SF Walls & Ceiling	133.97	SF Floor
14.89	SY Flooring	42.61	LF Floor Perimeter
45.52	LF Ceil. Perimeter		

Opens into ENTRY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
44. Tear out non-salv wood floor & bag - Category 3 water	32.00 SF	3.47	0.00	10.83	121.87
45. Tear out baseboard and bag for disposal - up to Cat 3	15.50 LF	0.66	0.00	1.00	11.23
46. Remove Base shoe	15.50 LF	0.10	0.00	0.15	1.70
47. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	3.50 LF	3.52	0.00	1.20	13.52
48. Air mover (per 24 hour period) - No monitoring 2 air movers for 3 days	6.00 EA	0.00	26.01	15.22	171.28
78. Apply plant-based anti-microbial agent	133.97 SF	0.00	0.19	2.48	27.93
Totals: Playroom				30.88	347.53



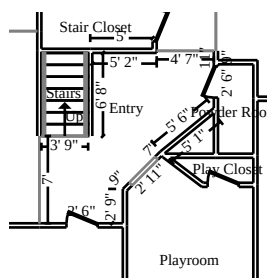
Height: 8'

160.01	SF Walls	20.31	SF Ceiling
180.33	SF Walls & Ceiling	20.31	SF Floor
2.26	SY Flooring	20.00	LF Floor Perimeter
20.00	LF Ceil. Perimeter		

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
39. Tear out non-salv wood floor & bag - Category 3 water	20.31 SF	3.47	0.00	6.87	77.35
40. Tear out baseboard and bag for disposal - up to Cat 3	20.00 LF	0.66	0.00	1.29	14.49

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DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
41. Remove Base shoe	20.00 LF	0.10	0.00	0.20	2.20
42. Apply plant-based anti-microbial agent	20.31 SF	0.00	0.19	0.38	4.24
43. Air mover (per 24 hour period) - No monitoring 1 air mover for 3 days	3.00 EA	0.00	26.01	7.61	85.64
Totals: Powder Room				16.35	183.92



Height: 8'

265.81 SF Walls	118.72 SF Ceiling
384.53 SF Walls & Ceiling	118.72 SF Floor
13.19 SY Flooring	32.74 LF Floor Perimeter
35.66 LF Ceil. Perimeter	

Opens into PLAYROOM

Opens into KITCHEN

Opens into STAIRS

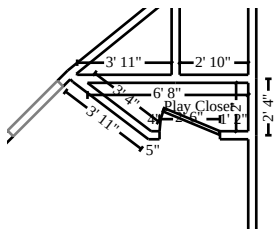
Opens into DEN

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Tear out non-salv wood floor & bag - Category 3 water	82.00 SF	3.47	0.00	27.74	312.28
13. Tear out baseboard and bag for disposal - up to Cat 3	18.75 LF	0.66	0.00	1.21	13.59
14. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	18.75 LF	3.52	0.00	6.44	72.44
15. Remove Base shoe	18.75 LF	0.10	0.00	0.18	2.06
17. Apply plant-based anti-microbial agent	82.00 SF	0.00	0.19	1.52	17.10
18. Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	26.01	22.82	256.91
3 air movers for 3 days					
Totals: Entry				59.91	674.38



Servpro of Fayetteville/Springdale

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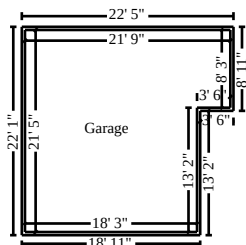
Play Closet

Height: 8'

127.74 SF Walls	10.66 SF Ceiling
138.40 SF Walls & Ceiling	10.66 SF Floor
1.18 SY Flooring	15.97 LF Floor Perimeter
15.97 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
49. Tear out non-salv wood floor & bag - Category 3 water	10.66 SF	3.47	0.00	3.61	40.60
50. Tear out baseboard and bag for disposal - up to Cat 3	15.97 LF	0.66	0.00	1.03	11.57
51. Remove Base shoe	15.97 LF	0.10	0.00	0.16	1.76
52. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	15.97 LF	3.52	0.00	5.48	61.69
53. Apply plant-based anti-microbial agent	10.66 SF	0.00	0.19	0.20	2.23
54. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	26.01	7.61	85.64
1 air mover for 3 days					
Totals: Play Closet				18.09	203.49
Total: Main Level				341.93	3,848.86

Garage



Garage

Height: 8'

690.38 SF Walls	419.01 SF Ceiling
1,109.39 SF Walls & Ceiling	419.01 SF Floor
46.56 SY Flooring	86.30 LF Floor Perimeter
86.30 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
6. Tear out wet drywall, cleanup, bag - Cat 3	97.00 SF	0.96	0.00	9.08	102.20
Drywall removed from ceiling					
7. Tear out baseboard and bag for disposal - up to Cat 3	20.25 LF	0.66	0.00	1.30	14.67
8. Tear out non-salv underlayment & bag - Category 3 water	8.00 SF	1.54	0.00	1.20	13.52



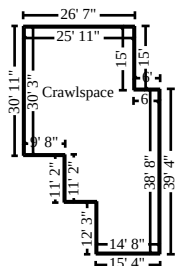
Servpro of Fayetteville/Springdale

228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID # 26-3487504

CONTINUED - Garage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
9. Tear out wet non-salv. gluedn. cpt, cut/bag - Cat 3 water	13.00 SF	1.00	0.00	1.27	14.27
10. Apply plant-based anti-microbial agent	110.00 SF	0.00	0.19	2.04	22.94
Floor and ceiling					
11. Air mover (per 24 hour period) - No monitoring	15.00 EA	0.00	26.01	38.04	428.19
5 air movers for 3 days					
Totals: Garage				52.93	595.79
Total: Garage				52.93	595.79

CrawlSpace



Crawlspace

Height: 8'

1,369.27 SF Walls	1,303.34 SF Ceiling
2,672.61 SF Walls & Ceiling	1,303.34 SF Floor
144.82 SY Flooring	171.16 LF Floor Perimeter
171.16 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
73. Tear out and bag wet insulation	246.00 SF	0.54	0.00	12.95	145.79
74. Air mover (per 24 hour period) - No monitoring	15.00 EA	0.00	26.01	38.04	428.19
5 air movers for 3 days					
79. Apply plant-based anti-microbial agent	1,303.34 SF	0.00	0.19	24.14	271.77
Totals: Crawlspace				75.13	845.75
Total: CrawlSpace				75.13	845.75
Line Item Totals: CITY_OF_FAY-ELSASS				469.99	5,290.40



Servpro of Fayetteville/Springdale

228 E Robinson Ave
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Grand Total Areas:

6,354.81	SF Walls	3,765.43	SF Ceiling	10,120.24	SF Walls and Ceiling
3,785.26	SF Floor	420.58	SY Flooring	790.83	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	800.05	LF Ceil. Perimeter
3,785.26	Floor Area	3,860.73	Total Area	6,045.49	Interior Wall Area
4,698.49	Exterior Wall Area	522.05	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		



Servpro of Fayetteville/Springdale

228 E Robinson Ave
Springdale, AR 72764
479-419-5544
Tax ID # 26-3487504

Summary for Dwelling

Line Item Total	4,820.41
Total Sales Tax	469.99
Replacement Cost Value	\$5,290.40
Net Claim	\$5,290.40

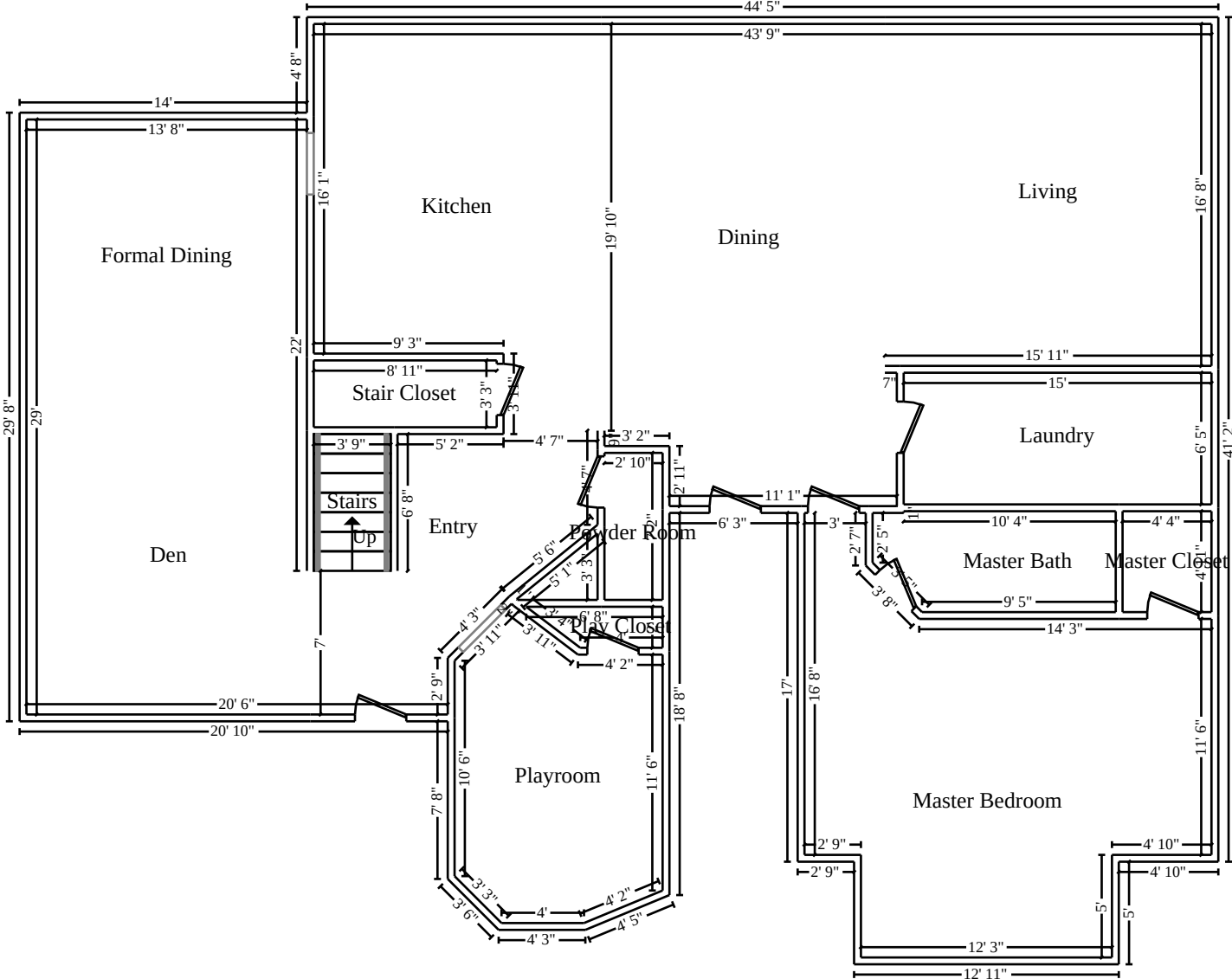


Servpro of Fayetteville/Springdale

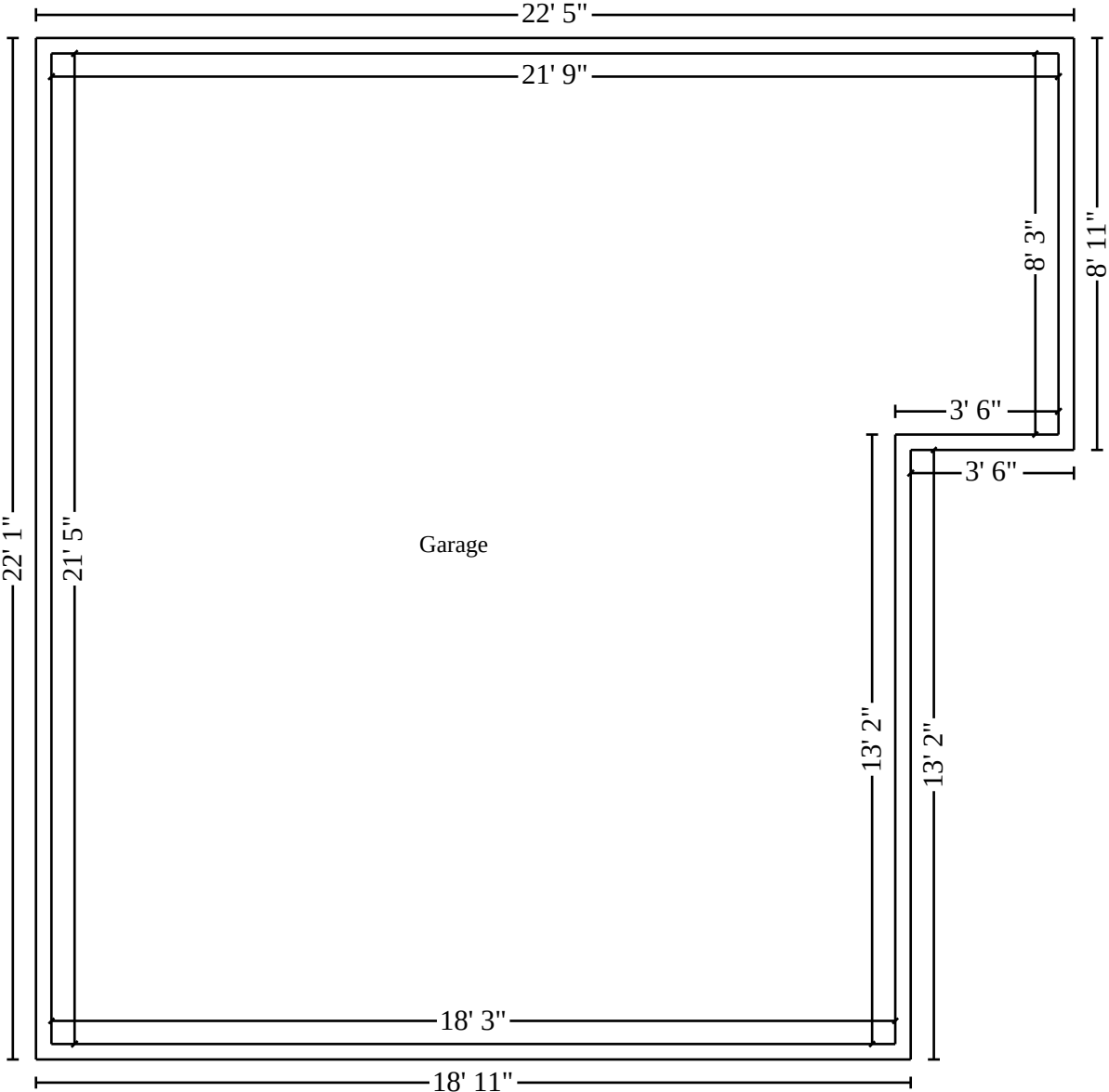
228 E Robinson Ave
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Recap by Category

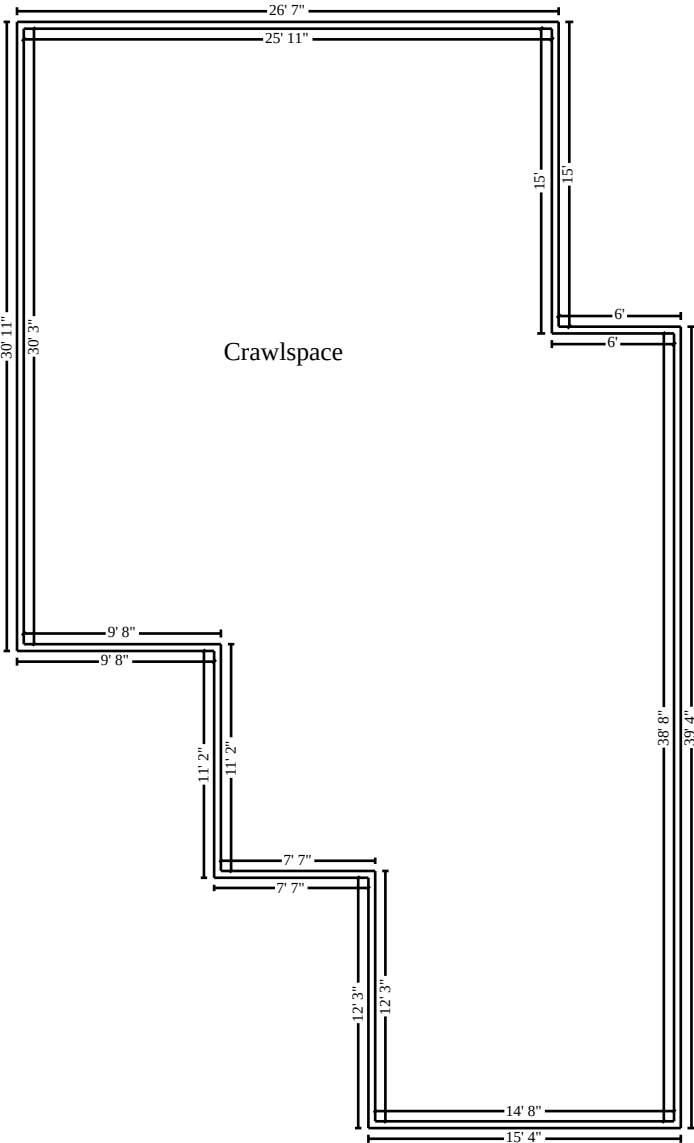
Items	Total	%
CONTENT MANIPULATION	48.76	0.92%
GENERAL DEMOLITION	1,570.87	29.69%
WATER EXTRACTION & REMEDIATION	3,200.78	60.50%
Subtotal	4,820.41	91.12%
Total Sales Tax	469.99	8.88%
Total	5,290.40	100.00%



Main Level



Garage



HOMES MANAGEMENT, INC.
1200 EAST JOYCE BLVD.
FAYETTEVILLE, AR 72703

Date 12/18/2015
Invoice # 1312

Bill To
KEE, LLC
KIRK E ELSASS
1200 EAST JOYCE BLVD.
FAYETTEVILLE, AR 72703

Ship To

P.O. # 620 ROCKCLIFF
Terms

Ship Date 12/18/2015
Due Date 12/18/2015
Other

Item	Description	Qty	Price	Amount
Maintenance	620 Rockcliff - John - sheetrock garage, hang insulation, move toilet, fridge, washer 12/10/2015	8	35.00	280.00
Supplies	Lowe's - \$334.50	1	334.50	334.50
Maintenance	620 Rockcliff - John - trim, caulk, reinstall fridge, toilets and dishwasher 12/14/2015	4.5	35.00	157.50
Maintenance	620 Rockcliff - Basilio - trim, caulk, reinstall fridge, toilets, dishwasher 12/14/2015	4.5	35.00	157.50
Maintenance	620 Rockcliff - John - move furniture back and clean 12/15/2015	5	35.00	175.00
Maintenance	620 Rockcliff - Basilio - move furniture back and clean 12/15/2015	5	35.00	175.00
Supplies	Lowe's - \$8.75		0.00	0.00
Maintenance	620 Rockcliff - John - trim, toilet and caulk 12/17/2015	3	35.00	105.00
Supplies	Lowe's - \$31.09	1	31.09	31.09
Maintenance	620 Rockcliff - Basilio - trim, caulk and cut door 12/17/2015	4	35.00	140.00
Maintenance	620 Rockcliff - Basilio - powerwash steps 12/19/2015	4	35.00	140.00
Maintenance	620 Rockcliff - John - sand and paint trim 12/22/2015	8	35.00	280.00
Maintenance	620 Rockcliff - Basilio - sand and paint trim 12/22/2015	8	35.00	280.00
Maintenance	620 Rockcliff - John - paint garage and interior walls 12/23/2015	8	35.00	280.00
Maintenance	620 Rockcliff - Basilio - paint garage and interior walls 12/23/2015	8	35.00	280.00

Subtotal

Sales Tax (0.0%)

Total

Payments/Credits

Balance Due

HOMES MANAGEMENT, INC.
mtwyford@lindsey.com

479-521-6611
479-527-8835

HOMES MANAGEMENT, INC.
1200 EAST JOYCE BLVD.
FAYETTEVILLE, AR 72703

Invoice

Date 12/18/2015
Invoice # 1312

Bill To
KEE, LLC
KIRK E ELSASS
1200 EAST JOYCE BLVD.
FAYETTEVILLE, AR 72703

Ship To

P.O. # 620 ROCKCLIFF
Terms

Ship Date 12/18/2015
Due Date 12/18/2015
Other

Item	Description	Qty	Price	Amount
Maintenance	620 Rockcliff - John - clean up 12/24/2015	2	35.00	70.00
Maintenance	620 Rockcliff - Basilio - clean up 12/24/2015	2	35.00	70.00
Maintenance	620 Rockcliff - John - moved furniture for wood floors and clean 1/6/2016	4	35.00	140.00
Maintenance	620 Rockcliff - Basilio - move furniture and clean 1/6/2015	4	35.00	140.00

Subtotal	\$3,235.59
Sales Tax (0.0%)	\$0.00
Total	\$3,235.59
Payments/Credits	\$0.00
Balance Due	\$3,235.59

HOMES MANAGEMENT, INC.
mtwyford@lindsey.com

479-521-6611
479-527-8835

Coyote Quality Hardwood Floors, Inc
9826 Braodway Lane
Rogers, AR 72758

Proposal

Date	Estimate #
12/9/2015	15-288

Project
620 Rockcliff

Name / Address
Kirk Elsass

Description	Qty	Rate	Total
Remove Flooring	14	2.00	28.00T
Deliver, Install, and Finish #2 Red Oak 2.25"	127	8.00	1,016.00T
Refinish Hardwood Flooring Using Oil-Based Finish	509	3.00	1,527.00T
Terms: 50% Due At Start-Up. 50% Due Upon Job Completion.			

NOTE: Customer is responsible for moving all furniture, appliances, and decorative items prior to job start-up. Coyote Hardwood Floors is not responsible for any additional costs associated with paint touch-up or cleaning resulting from our work.	Subtotal	\$2,571.00
	Sales Tax (9.75%)	\$250.68
	Total	\$2,821.68

Acceptance Of Proposal

The above prices, specifications, and terms are satisfactory and are hereby accepted. You are authorized to execute the proposed job as specified above. I understand that payment is due in accordance with the terms above and work will not proceed until terms have been met.

Signature: _____

Date: _____

pd
41084
12-10-15

Quality Millwork, Inc.

5556 Market St.

Bethel Heights, AR 72764

Sales Order

Date	S.O. No.
12/15/2015	23142

Name / Address
CASH COD

Ship To
CASH KIRK ELSASS CPU

P.O. No.	Terms	Rep	Project
	COD	JH	

Item	Description	Ordered	Rate	LOCATION C...	Amount
BA201FJ	BA201 4-1/4 FJ PINE BASE ODD 201	144	0.98	CR6-A	141.12T
pd-check 1638 mB					

			Subtotal	\$141.12
			Sales Tax (10.0%)	\$14.11
			Total	\$155.23

Quality Millwork, Inc.

5556 Market St.
Bethel Heights, AR 72764

Sales Order

Date	S.O. No.
12/14/2015	23112

Name / Address
CASH COD

Ship To
CASH KIRK ELSASS CPU

P.O. No.	Terms	Rep	Project
	COD	JH	

Item	Description	Ordered	Rate	LOCATION C...	Amount
BA201FJ	BA201 4-1/4 FJ PINE BASE ODD 201	80	0.98	CR6-A	78.40T

			Subtotal	\$78.40
			Sales Tax (10.0%)	\$7.84
			Total	\$86.24



ENCORE

Building Products

3905 S THOMPSON
479-361-8900
SPRINGDALE, AR 72764

Tentative Agenda
January 26, 2016
Page 105 of 352

- ★ Windows
- ★ Lighting
- ★ Deco Hardware
- ★ Engineered Wood
- ★ Finished Lumber

- ★ Plywood
- ★ Lumber
- ★ Shutters

FILLED BY

DELIVERED BY

SOLD TO:

SHIP TO: (SAME AS SOLD TO UNLESS SHOWN BELOW)

ACCOUNT NO.

00551

H0047

HOMES MANAGEMENT INC -104
C/O KIRK ELSASS
1200 JOYCE BLVD
FAYETTEVILLE, AR 72703

620 ROCKCLIFF

620 ROCKCLIFF

FAYETTEVILLE, AR 72701

INVOICE NO

0-59951

OUR ORDER NO.

75954

INVOICE DATE

** INVOICE **

3:43PM 10DEC15

ORDER DATE	CUSTOMER ORDER NO. / ORDERED BY		SOLD AS	ORDER TAKEN BY		DATE PROM.	PAGE
09DEC15	SCOTT		INV	130-JANNET CORTEZ		09DEC15	1
QUANTITY	BACKORDER	LOAD ED	ITEM NO.	DESCRIPTION	PRICE/UNIT	AMOUNT	
105.66	0.00		17005	* CARPET * GARDENDALE - PRAIRIE DUST KA333-33116	10.590	1118.94	
105.66	0.00		17028	5LB REBOND PAD	2.490	263.09	
105.66	0.00		17900	PLUSH STRETCH IN,	3.500	369.81	
83	0		17903	TAKE UP BTRETCH	0.350	29.75	
1	0		017981	FURNITURE MOVE LABOR	250.000	250.00	
		NON-TAXABLE		TAXABLE	FUEL SURCHARGE	PTVILL, WASH, AR	
		0.00		2031.59	0.00	198.08	
				0.00	0.00	2228.67	

IMPORTANT

IMPORTANT

TERMS: Net 10th of Month Following Date of Purchase, Past Due 11th
PAST DUE ACCOUNTS: Highest Rate of Interest permitted by Law will be charged on Past Due Accounts
plus reasonable late charges and Cost of Collection including Attorney Fees.
RESTOCKING CHARGE: 20% our Truck / 15% Customer Return.

NO RETURN on Special Order or Fabricated Items.

In the event any additional taxes are due on this sale, purchaser is responsible for payment of said taxes.

X

RECEIVED THE ABOVE IN GOOD CONDITION



ENCORE

Building Products

- ★ Windows
- ★ Lighting
- ★ Deco Hardware
- ★ Engineered Wood
- ★ Finished Lumber

3905 S THOMPSON
479-361-8900
SPRINGDALE, AR 72764

Tentative Agenda
January 26, 2016
Page 106 of 352

FILLED BY

DELIVERED BY

SOLD TO:

SHIP TO: (SAME AS SOLD TO UNLESS SHOWN BELOW)

ACCOUNT NO.

00551

HO047

OUR ORDER NO.

75735

** INVOICE **

HOMES MANAGEMENT INC -104104 HOMES MANAGEMENT
C/O KIRK ELSASS 620 ROCKCLIFF
1200 JOYCE BLVD
FAYETTEVILLE, AR 72703

FAYETTEVILLE, AR 72701

INVOICE NO.

0-60431

INVOICE DATE

4:37PM 15DEC15

ORDER DATE		CUSTOMER ORDER NO. / ORDERED BY		SOLD AS	ORDER TAKEN BY	DATE PROM	PAGE
08DEC15		SCOTT		INV	130-JANNET CORTEZ	08DEC15	1
QUANTITY	BACKORDER	LOAD ED ✓	ITEM NO.	DESCRIPTION		PRICE/UNIT	AMOUNT
				* FLOORING QUOTE *			
				* TILE *			
16	0		18020	18X18SALERNO SL82-CERMONA CAF		1.690/SQF	486.72
				SL82-18			
2	0		20000	LIGHT SMOKE SANDED GROUT		18.290	36.58
				#145 SG			
1	0		20002	LIGHT SMOKE SANDED CAULK		10.690	10.69
				#145 SC			
16	0		20026	1/2" PERMABASE (3X5)		16.490	263.84
				9999537461			
3	0		20025	1/4" PERMABASE (3X5)		16.490	49.47
				9999540247			
175	0		18909	TAKE UP TILE		3.000	525.00
275	0		18903	INSTALL BACKER		1.500	412.50
275	0		18900	STRAIGHT LAY FLOOR TILE		3.000	825.00
8	0		20028	VERSABOND - GREY		18.790	150.32
				9999626916SB			

NON-TAXABLE	TAXABLE	FUEL SURCHARGE		FYVILL, WASH, AR	TOTAL
0.00	2760.12	0.00	0.00	263.11	3029.23

IMPORTANT

TERMS: Net 10th of Month Following Date of Purchase, Past Due 11th
PAST DUE ACCOUNTS: Highest Rate of Interest permitted by Law will be charged on Past Due Accounts
plus reasonable late charges and Cost of Collection including Attorney Fees.
RESTOCKING CHARGE: 20% our Truck / 15% Customer Return.

NO RETURN on Special Order or Fabricated Items.

In the event any additional taxes are due on this sale, purchaser is responsible for payment of said taxes.

X

RECEIVED THE ABOVE IN GOOD CONDI

620 Rockcliff



LOWE'S HOME CENTERS, LLC
1050 ZION RD
FAYETTEVILLE, AR 72703 (479) 587-9000

- SALE -

SALES#: S0432JT4 1681603 TRANS#: 91766544 12-10-15

240891 GP 1/2-4-8 DRYWLL	40.80
10.74 DISCOUNT EACH	-0.54
4 @ 10.20	
11749 BDX 2-1/16-IN X 250-FT JO	1.88
1.98 DISCOUNT EACH	-0.10
573322 BOSTITCH 1/4 HD STAPLES 1	2.64
2.78 DISCOUNT EACH	-0.14
308831 BOSTITCH HAMMER TACKER (-	18.98
19.98 DISCOUNT EACH	-1.00
330427 JOHN-RING REINFORCED KIT	6.25
6.58 DISCOUNT EACH	-0.33
272094 3M N95 VALVED PARTIC RESP	18.97
19.97 DISCOUNT EACH	-1.00
654990 R19 FCD 15-IN X 93-IN BAT	213.65
44.98 DISCOUNT EACH	-2.25
5 @ 42.73	
121650 PEPSI 200Z PL SGL	1.69
1.78 DISCOUNT EACH	-0.09

SUBTOTAL: 304.86

TAX: 29.64

INVOICE 18100 TOTAL: 334.50

LAR: 334.50

TOTAL DISCOUNT: 16.07

LAR:XXXXXXXXXX2586 AMOUNT:334.50 AUTHCD:000936

KEYED REFID:664034 12/10/15 10:55:49

ACCOUNT NAME: HOMES MANAGEMENT INC

AUTH BUYER: COLLINS JOHN

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 0432 TERMINAL: 18 12/10/15 10:55:55

OF ITEMS PURCHASED: 15

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: DON MALLARD

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.

Rockcliff 620



LOWE'S HOME CENTERS, LLC
1050 ZION RD
FAYETTEVILLE, AR 72703 (479) 587-9000

- SALE -

SALES#: S0432MH1 72507 TRANS#: 11120510 12-14-15

637190 SCOTT'S YELLOW BOX OF BAG	10.43
10.98 DISCOUNT EACH	-0.55
330429 JOHN-RING JMBO REINFCD KI	11.96
6.29 DISCOUNT EACH	-0.31
2 @ 5.98	
575036 26-FL OZ WINDEX BLUE TRIG	3.12
3.28 DISCOUNT EACH	-0.16
143602 DRP 32-OZ MR CLEAN MLT SU	2.82
2.97 DISCOUNT EACH	-0.15

SUBTOTAL: 28.33

TAX: 2.76

INVOICE 29072 TOTAL: 31.09

LAR: 31.09

TOTAL DISCOUNT: 1.48

LAR:XXXXXXXXXX2586 AMOUNT:31.09 AUTHCD:000637

KEYED REFID:100903 12/14/15 13:15:14

ACCOUNT NAME: HOMES MANAGEMENT INC

AUTH BUYER: COLLINS JOHN

ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SOS OR DIRECT DELIVERY
MERCHANDISE.

STORE: 0432 TERMINAL: 29 12/14/15 13:15:19

OF ITEMS PURCHASED: 5

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: DON MALLARD

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

Lowes receipts are included on the Homes Management, Inc. invoice,
these are provided for cost detail.

620 Rockdale



LOWE'S HOME CENTERS, LLC
1050 ZION RD
FAVETTEVILLE, AR 72703 (479) 587-9000

- SALE -

SALES#: S0432JJI 2097221 TRANS#: 9204931 12-15-15

24451 PP TLT RPAIR KIT FOR TANK	7.97
8.39 DISCOUNT ENCH	-0.42

SUBTOTAL:	7.97
TAX:	0.78
INVOICE 27036 TOTAL:	8.75
LAR:	8.75

TOTAL DISCOUNT: 0.42

LAR:XXXXXXXXXX2586 AMOUNT:8.75 AUTHCD:000616

KEYED REFID:239493 12/15/15 12:42:19

ACCOUNT NAME: HOMES MANAGEMENT INC

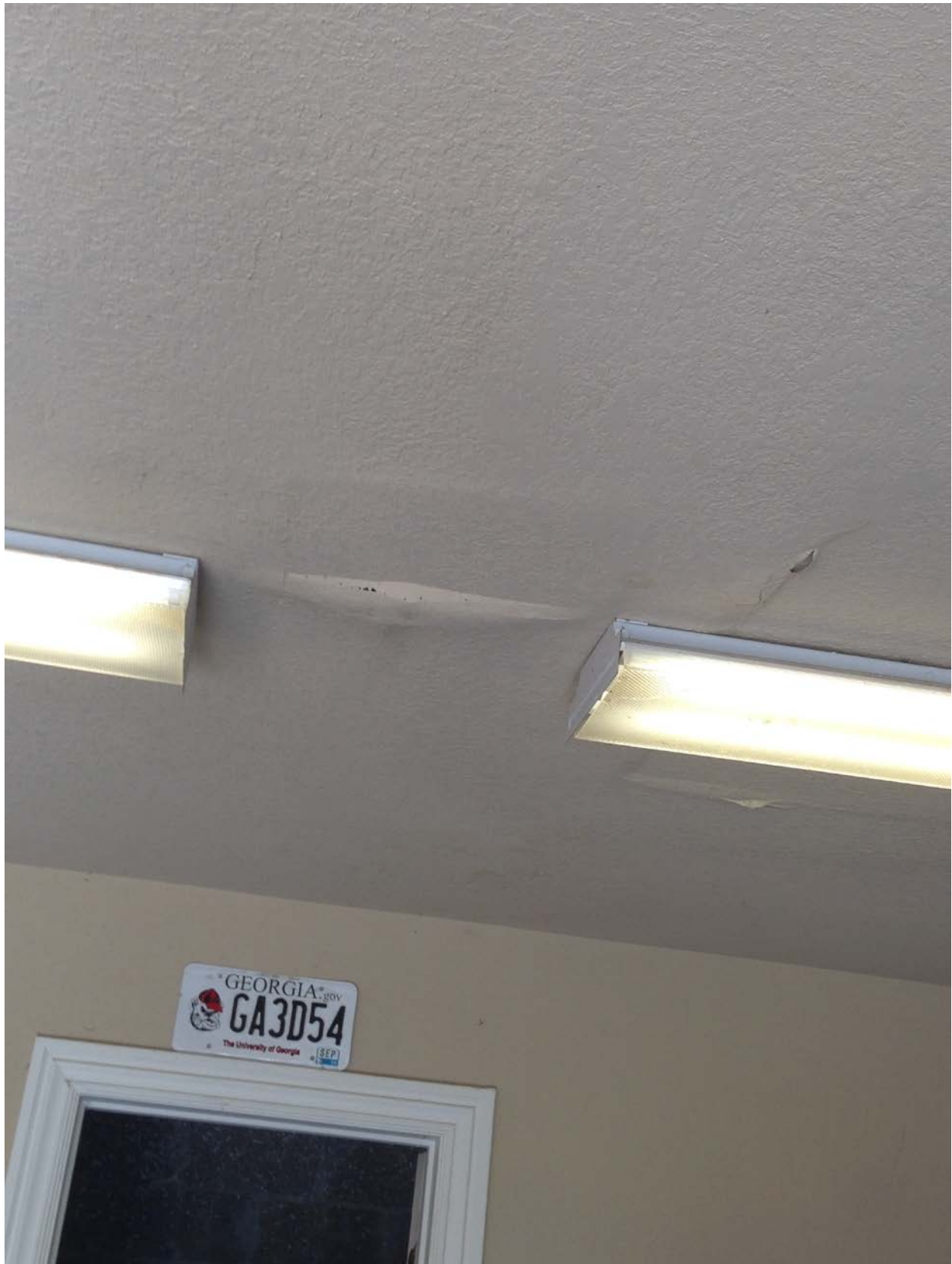
AUTH BUYER: COLLINS JOHN

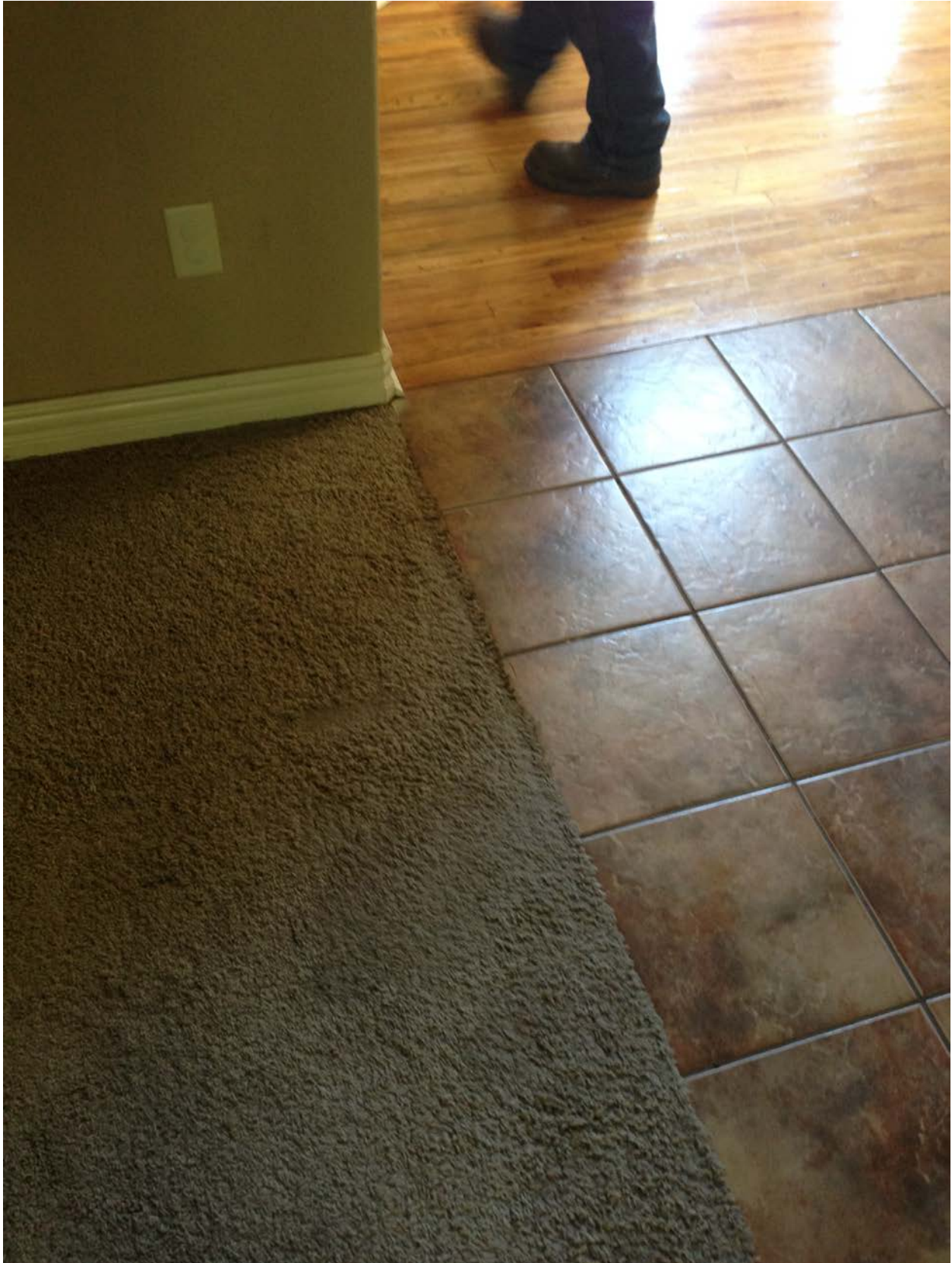
ACCOUNT WILL BE BILLED UPON MERCHANDISE TRANSACTION
DATE FOR STOCK MERCHANDISE AND NO LATER THAN 90 DAYS
FROM TRANSACTION DATE FOR SDS OR DIRECT DELIVERY
MERCHANDISE.

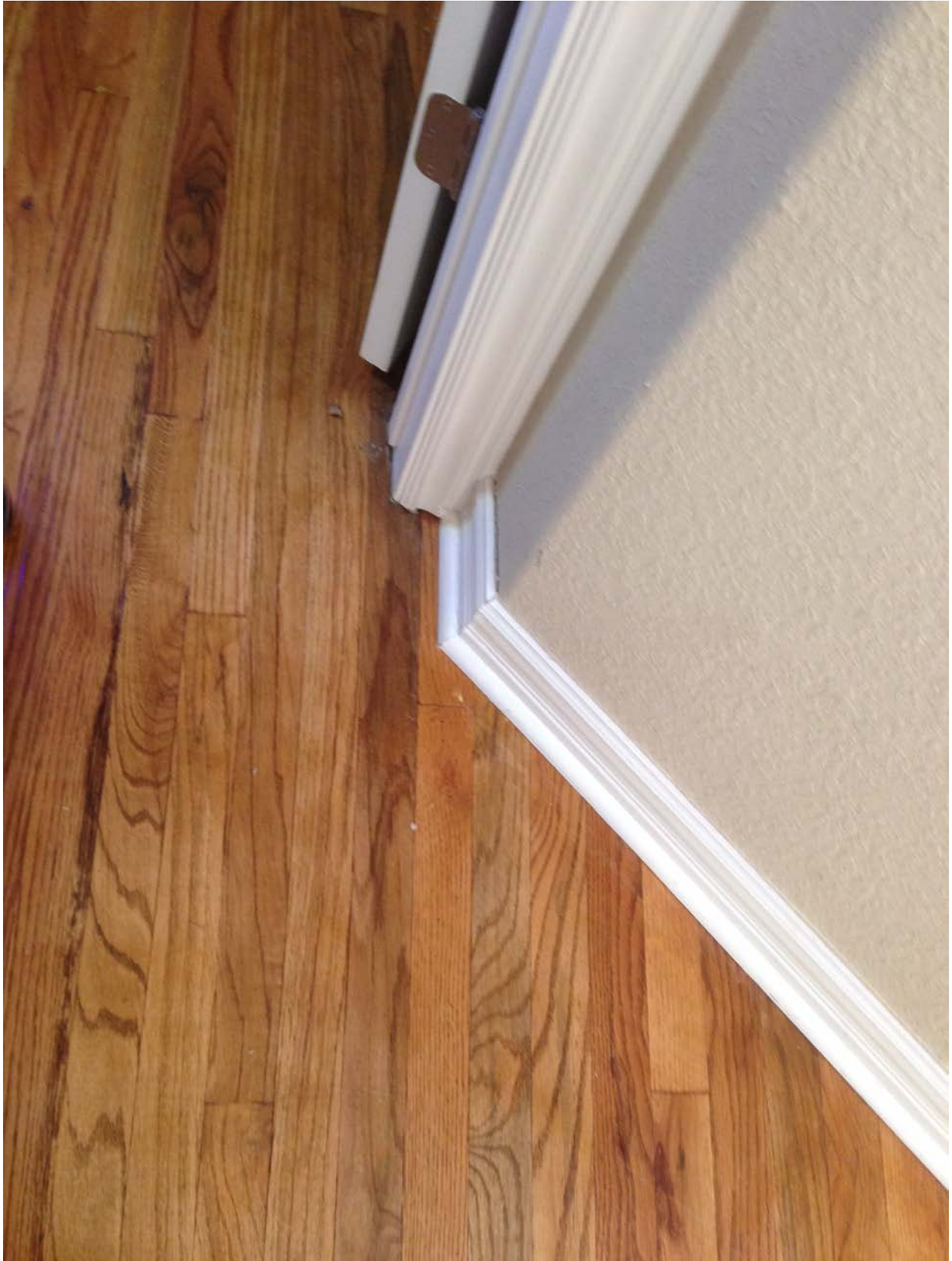
Lowes Receipts are included on the Homes Management, Inc. invoice,
these are provided for cost detail.

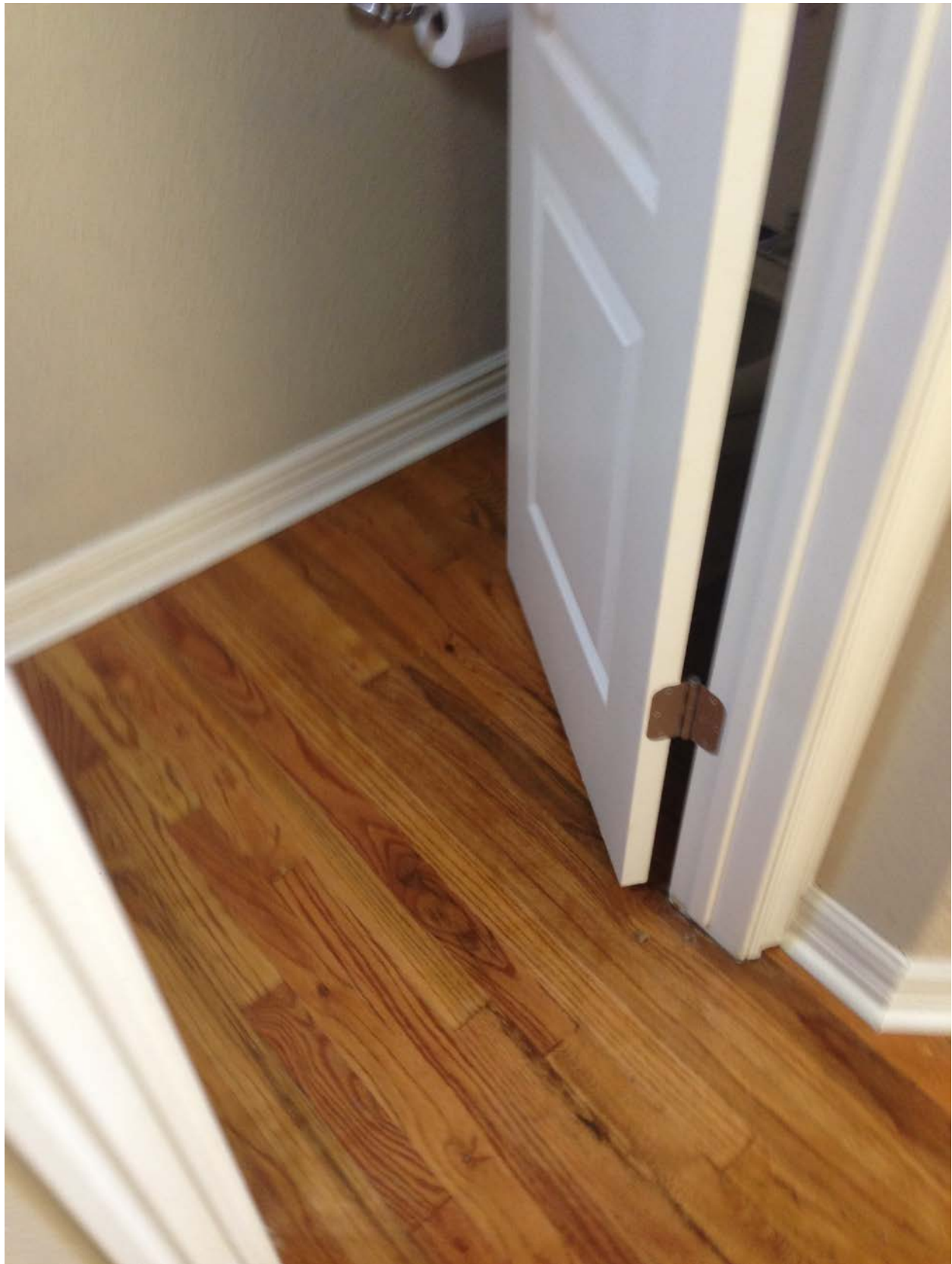




















City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 118 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0012

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

PRECISION RESCUE, LLC DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$200.00 REPRESENTING DONATION REVENUE FROM PRECISION RESCUE, LLC TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$200.00 to recognize donation revenue from Precision Rescue, LLC to the Fayetteville Fire Department for the annual employee service awards event.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2016-0012

Legistar File ID

2/2/2016

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

David Dayringer

1/5/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a budget adjustment in the amount of \$200.00 to recognize donation revenue from Precision Rescue LLC to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

Budget Impact:

1010.3020.5329.00

General

Account Number

Fund

36029/1

Donations-Fire

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 1,000.00

Funds Obligated

Current Balance \$ 1,000.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 200.00

Remaining Budget \$ 1,200.00

Must Attach Completed Budget Adjustment:

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: January 5, 2016

SUBJECT: Recognition and acceptance of donation to Fayetteville Fire Department

RECOMMENDATION:

A resolution approving a budget adjustment in the amount of \$200.00 to recognize donation revenue from Precision Rescue LLC to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

DISCUSSION:

Each year, the City of Fayetteville Fire Department receives donations from various businesses and private donors to support the department's employee recognition program. The funds are typically utilized to cover expenses associated with an employee service awards banquet, during which the firefighters are honored and recognized for achievements which took place throughout the year.

BUDGET/STAFF IMPACT:

These funds have been deposited into revenue account number 1010.0001.4809.00 36029/1—Donations and will be reallocated to expense account number 1010.3020.5329.00 36029/1—Employee Recognition upon City Council approval to recognize and accept this donation.

Attachments:

Budget Adjustment

Approve Budget Adjustment to recognize \$200.00 in donation revenue to be allocated towards funding of the Fire Department employee service awards event.

RESOLUTION/ORDINANCE

POSTED:

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 122 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0013

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

FAYETTEVILLE FIREFIGHTERS ASSOCIATION DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$750.00 REPRESENTING DONATION REVENUE FROM THE FAYETTEVILLE FIREFIGHTERS ASSOCIATION TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$750.00 to recognize donation revenue from the Fayetteville Firefighters Association to the Fayetteville Fire Department for the annual employee service awards event.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations.

City of Fayetteville Staff Review Form

2016-0013

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

1/6/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a budget adjustment in the amount of \$750.00 to recognize donation revenue from The Fayetteville Firefighters Association to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

Budget Impact:

1010.3020.5329.00

General

Account Number

Fund

36029/1

Donations-Fire

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 1,000.00

Funds Obligated

Current Balance \$ 1,000.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 750.00

Remaining Budget \$ 1,750.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: January 6, 2016

SUBJECT: Recognition and acceptance of donation to Fayetteville Fire Department

RECOMMENDATION:

A resolution approving a budget adjustment in the amount of \$750.00 to recognize donation revenue from The Fayetteville Firefighters Association to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

DISCUSSION:

Each year, the City of Fayetteville Fire Department receives donations from various businesses and private donors to support the department's employee recognition program. The funds are typically utilized to cover expenses associated with an employee service awards banquet, during which the firefighters are honored and recognized for achievements which took place throughout the year.

BUDGET/STAFF IMPACT:

These funds have been deposited into revenue account number 1010.0001.4809.00 36029/1—Donations and will be reallocated to expense account number 1010.3020.5329.00 36029/1—Employee Recognition upon City Council approval to recognize and accept this donation.

Attachments:

Budget Adjustment

Approve Budget Adjustment to recognize \$750.00 in donation revenue to be allocated towards funding of the Fire Department employee service awards event.

RESOLUTION/ORDINANCE[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 126 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0011

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

GRANT THORNTON LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$97,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

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 Grant Thornton LLP in the amount of \$97,500.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2016-0011

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Marsha Hertweck

1/4/2016

Accounting & Audit /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval of the fourth year of a five year contract with Grant Thornton LLP for annual audit services for the 2015 financial audit.

Budget Impact:

various

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 97,500.00

Funds Obligated \$ -

Current Balance \$ 97,500.00

Does item have a cost? Yes

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 97,500.00

Previous Ordinance or Resolution #

V20140710

Original Contract Number:

Approval Date:

Comments:



City Council Agenda Memo

To: Mayor Lioneld Jordan and the Fayetteville City Council

Thru: Paul Becker, Finance Director

From: Marsha Hertweck, Accounting Director 

Date: January 4, 2016

Subject: Annual Audit

Recommendation

Approval of the fourth year of a five year contract with Grant Thornton for annual audit services for the 2015 audit.

Discussion

The City is required, under Arkansas statutes and applicable bond issues, to have an annual financial audit conducted by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of bond indentures, the City has for the past thirty plus years utilized the services of a private CPA firm to perform these mandated financial audits.

Grant Thornton was selected by the City following the applicable rules and regulations concerning the procurement of auditing services for a five year contract beginning with the 2012 audit. Under this contract Grant Thornton will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, Grant Thornton will issue a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, Grant Thornton will also provide technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's financial statements as well as statistical information required by the City's bond covenants.

Budget Impact

The cost of the 2015 audit is \$97,500. The original contract amount was \$90,000 but the audit costs have been increased by \$7,500 due to the complexity of the implementation of GASB 68, which changes the way the City records and discloses its pension liabilities. The audit has been budgeted in General Fund and various other funds in the 2016 budget.



Grant Thornton

RECEIVED

DEC 17 2015

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

December 14, 2015

Mr. Lioneld Jordan
Mayor
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

Grant Thornton LLP
1717 Main Street, Suite 1800
Dallas, TX 75201-4667
T 214.561.2300
F 214.561.2370
GrantThornton.com
linkd.in/GrantThorntonUS
twitter.com/GrantThorntonUS

Dear Mr. Jordan:

This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements ("financial statements") of the City of Fayetteville, Arkansas (collectively, the "City"), as of and for the year ended December 31, 2015.

Our financial statement audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA") and the standards for financial audits of the U.S. Government Accountability Office's ("GAO") *Government Auditing Standards* ("GAGAS") issued by the Comptroller General of the United States. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstance. GAGAS further requires us to perform tests of the City's compliance with laws, regulations, contracts, and grant agreements, in which noncompliance could have a direct and material effect on the determination of financial statement amounts. However, a financial statement audit is not designed to provide assurance on compliance or internal control over financial reporting or to identify immaterial instances of noncompliance or internal control deficiencies.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, to enable the auditor to express

an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements or noncompliance with laws, regulations, contracts, and grant agreements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

It should be noted that because the determination of abuse is subjective, we have no responsibility to design the audit to provide reasonable assurance of detecting abuse. Abuse is distinct from fraud and noncompliance. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances.

Pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (“CFR”) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (“Uniform Guidance”), we will also audit the City’s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2015. We will conduct our compliance audit in accordance with US GAAS, GAGAS, and the Uniform Guidance. Those standards and the Uniform Guidance require the auditor to plan and perform the compliance audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on each major federal program occurred, to enable the auditor to express an opinion on the City’s compliance with these requirements in all material respects. A compliance audit includes determining major programs, examining, on a test basis, evidence about the City’s compliance with those requirements, and performing such other procedures as we considered necessary in the circumstances, including performing tests of internal control to evaluate the effectiveness of the design and operation of controls considered relevant to preventing, or detecting and correcting, material noncompliance with requirements applicable to major programs. Absolute assurance is not attainable because the compliance audit is conducted on a test basis and compliance with the specific program requirements is subject to the inherent limitations of internal control over compliance, which may not prevent or detect intentional or unintentional noncompliance. Accordingly, material noncompliance may remain undetected. Also, a compliance audit is not designed to detect noncompliance, whether intentional or unintentional, that is immaterial. Our compliance audit does not provide a legal determination of the City’s compliance with those requirements.

Upon the completion of the foregoing financial statement and compliance audits and subject to their findings, we will render our reports on the City’s financial statements and on the City’s compliance with the requirements referred to above that are applicable to each of its major federal programs and will communicate our findings in accordance with US GAAS, GAGAS, and the Uniform Guidance. Our report on the City’s compliance will include our findings on internal control over compliance; however, no opinion will be expressed on internal control over compliance.

As required by GAGAS, we will also render a report that includes our findings on the City’s internal control over financial reporting and compliance with laws, regulations, contracts, and grant agreements, and other matters based on our financial statement audit. Such report will be considered integral to the basic financial

statements and will be referred to in our report thereon. However, providing an opinion on internal control over financial reporting or on compliance with those provisions is not an objective of our financial statement audit, and accordingly, we will not express such an opinion.

Required supplementary information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the Required Supplemental Information the pension plan be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This required supplementary information is the responsibility of management. We will apply certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Management is responsible for providing us with other information that will be included in an annual report or similar document containing audited financial statements and our auditor's report thereon, including the introductory and statistical sections presented to fulfill the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Management should provide the information prior to the release of our auditor's report. Our responsibility for such information does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate the other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

Responsibilities of those charged with governance

Effective two-way communication with the City Council and Audit Committee (referred to as "those charged with governance") assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the City's internal control over financial reporting by setting a positive tone at the top and challenging the City's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential

- violations of contracts or grant agreements and abuse that causes a material misstatement
- noncompliance with the provisions of a major federal financial assistance program
- failure to report fraud, illegal acts, violations of contracts or grant agreements, or abuse to specified external parties when required by law or regulation. We may also be required to report such matters directly to the external party.
- significant deficiencies and material weaknesses in internal control over financial reporting and federal financial assistance
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control over financial reporting and federal financial assistance and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence
- making us aware of any significant contractor relationships in which the contractor has the responsibility for program compliance
- ensuring that the City identifies and complies with all federal statutes, regulations, and terms and conditions of federal awards applicable to its activities and for informing us of any known violations. The City should identify and disclose to us all federal statutes, regulations, and terms and conditions of federal awards that have a direct and material effect on the determination of financial statement amounts or other significant financial data.
- taking timely and appropriate steps to remedy fraud, illegal acts, violations of contracts or federal awards, or abuse that we may report
- designing, implementing, and maintaining effective internal control over financial reporting and federal financial assistance, which includes adequate accounting records and procedures to safeguard the City's assets, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting and federal financial assistance
- informing us of their views about the risk of fraud within the City and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing

disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole

- establishing and maintaining a process to address and track the status of our findings, conclusions, and recommendations, including providing management's views on such matters as well as planned corrective actions to be included in the report, in a timely manner. This includes informing us of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented.
- informing us of any events occurring subsequent to the date of the financial statements through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures
- taking corrective action on any reported findings or questioned costs reported to them and preparing a summary schedule of prior audit findings and a corrective action plan, if applicable, as required by the Uniform Guidance
- submitting the reporting package (including financial statements, schedule of expenditures of federal awards, auditor's reports and, if applicable, a summary schedule of prior audit findings and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit.
- distributing the report(s), including the financial statements, any supplementary information, and the report(s) thereon, to those officials and organizations requiring them.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control over financial reporting and federal financial assistance and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed
- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our reports

The inclusion, publication, or reproduction by the City of any of our reports in documents such as bond offerings, regulatory filings, and Data Collection Forms containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our prior permission. In addition, to avoid unnecessary delay or misunderstanding, it is important that the City give us timely notice of its intention to issue any such document.

The report on compliance with laws, regulations, contracts, and grant agreements and internal control over financial reporting and the report on compliance and internal control over compliance related to major programs issued in accordance with the Uniform Guidance will each include a statement that describes the purpose of the communication, which is to describe the scope of our testing of internal control over financial reporting, internal control over compliance, and compliance, and the result of that testing. Accordingly, these reports are not suitable for any other purpose.

Other services**Supplementary information**

Management is responsible for separately preparing the schedule of expenditures of federal awards for the year ended December 31, 2015 in accordance with the Uniform Guidance and the combining and individual fund statements and schedules in accordance with the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information
- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form

and content) is fairly presented in accordance with the Uniform Guidance and CAFR and/or the applicable criteria, as appropriate.

Other services

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures. Professional standards, laws, and regulations may prescribe limitations on non-audit services we may perform without impairing our independence.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which will not exceed \$92,500 with additional out-of-pocket expenses not to exceed \$5,000, will be rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings and are payable within 20 days of receipt.

General purpose financial audit	\$85,000
GASB 68 implementation	7,500
Out of Pocket	5,000

<u>Billing date</u>	<u>Fees</u>
January 31, 2016	\$12,500 – A-133 procedures
March 30, 2016	\$25,000
April 15, 2016	\$25,000
May 1, 2016	\$35,000

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in City records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly

during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon dates for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

GASB Statement No. 68, *Accounting and financial reporting for pensions- an amendment of GASB Statement No. 27*, will significantly impact the accounting for the pension plan liability. The estimated fees only include the impact of No. 68 on our audit procedures. The effective date for governmental entities to adopt this standard is for fiscal periods beginning after June 15, 2014.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the City, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the City's request or by subpoena, will be billed to the City separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with City counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the City. The City agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Right to terminate services for nonpayment

In the event of nonpayment, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this Engagement Letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid as agreed. Alternatively, if we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and to reimburse us for all expenses through the date of termination.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are

delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates, or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton also may use the technology and resources of the following entities to assist us as follows:

- GT US Shared Services Center India Private Limited, an affiliate of Grant Thornton located in Bangalore, India – assists us in providing our professional services
- Capital Confirmation, Inc. – electronic bank confirmation services

You hereby consent and authorize us to disclose City information to the above named entities.

Peer review report

GAGAS requires that we provide you with a copy of our most recent triennial quality control review report. Accordingly, our May 31, 2014 Peer Review Report accompanies the Engagement Letter.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the City will be kept confidential and not disclosed to any third party unless expressly permitted by the City or required by law, regulation, legal process, or professional standards. The City is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the City with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives ("Regulators"). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the City. Electronic methods include telephones, cell phones, e-mail, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security

weaknesses, and the risk of compromised confidentiality cannot be eliminated. The City agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the City, Grant Thornton, or others.

Further, the City shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the City's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

If because of a change in the City's status or due to any other reason, any provision in this Engagement letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the City and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally-recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between the City and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope. In addition, please provide the signed copies of the Engagement Letter to the City's Finance Director, Paul Becker, in order for management to acknowledge the terms herein.

Sincerely,

GRANT THORNTON LLP



Dan Barrón
Partner

cc: Paul Becker, Finance Director
Enc: May 31, 2014 Peer Review Report

Agreed and accepted by:

CITY OF FAYETTEVILLE, ARKANSAS

Lioneld Jordan, Mayor

Date: _____

Attest by:

City Clerk/Treasurer

Date: _____

Management's acknowledgment of the Engagement Letter by:

Paul Becker, Finance Director

Date: _____

System Review Report

To the Partners of
Grant Thornton LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of Grant Thornton LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers and examinations of service organizations [Service Organizations Control (SOC) 1 engagements.]

In our opinion, the system of quality control for the accounting and auditing practice of Grant Thornton LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grant Thornton LLP has received a peer review rating of *pass*.

BKD, LLP

December 1, 2014



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 142 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0025

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

PACIFIC VET GROUP-USA, INC.:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR 2015 TO APPROPRIATE THE NON-CASH REPURCHASE OF APPROXIMATELY 24 ACRES IN THE FAYETTEVILLE COMMERCE DISTRICT FROM PACIFIC VET GROUP-USA, INC.

WHEREAS, on December 15, 2015, the City Council approved the repurchase of approximately 24 acres in the Commerce District from Pacific Vet Group-USA, Inc. in exchange for the cancellation of the remaining indebtedness owed to the City; and

WHEREAS, the closing was held on December 29, 2015, and the transaction must be properly accounted for in the 2015 budget.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment for 2015, a copy of which is attached to this Resolution, to appropriate the non-cash repurchase of approximately 24 acres in the Fayetteville Commerce District from Pacific Vet Group-USA, Inc.

City of Fayetteville Staff Review Form

2016-0025

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul A Becker

1/15/2016

Accounting & Audit /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a Budget Adjustment for buying back 24 Acres in the Fayetteville Commerce from the Pacific Vet Group-USA, Inc.

Budget Impact:

1010-6600-5805-00

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 339,320.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 339,320.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Fayetteville City Council

From: Paul Becker, Finance Director

Date: January 15, 2016

Subject: Request the Council to formally approve a budget amendment for 2015 to appropriate the non-cash buy back of land previously sold to the Pacific Vet Group

PROPOSAL:

On December 15 2015 the City Council approved the re-purchase of land previously sold to the Pacific Vet Group. This was accomplished by the cancellation of indebtedness to the City in the amount of \$339,320. Although this resulted in a non-cash transition to the City the transaction must be posted as an expense on the Financial Statements. Therefore, to properly portray this transaction the Council should also approve a corresponding budget amount in the City budget.

RECOMMENDATION:

Administration recommends the City Council approve the attached 2015 budget amendment.

BUDGET IMPACT:

The approval of this resolution will formally budget this transaction formerly approved on 12/15/2015.



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 145 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Legislation Text

File #: 2015-0560, Version: 1

PACIFIC VET GROUP-USA, INC.:

A RESOLUTION TO APPROVE A LAND SALE AGREEMENT WITH PACIFIC VET GROUP-USA, INC. TO SELL ABOUT 24 ACRES IN THE FAYETTEVILLE COMMERCE DISTRICT (FORMERLY INDUSTRIAL PARK) BACK TO THE CITY IN EXCHANGE FOR THE CANCELLATION OF THE REMAINING INDEBTEDNESS OWED TO THE CITY

WHEREAS, on June 17, 2014, the City Council approved the sale of about 24 acres in the Fayetteville Commerce District to Pacific Vet Group-USA, Inc. and also agreed to grant a Right of First Refusal to Pacific Vet Group-USA, Inc. to acquire an adjacent 13.1 acre tract for the amount of \$360,000.00, which was secured by a promissory note and mortgage on the property; and

WHEREAS, the City spent \$27,556.88 to conduct a geotechnical feasibility study in connection with the sale of the property; and

WHEREAS, Pacific Vet Group-USA, Inc., has made payments to the City in accordance with the land sale agreement, promissory note and mortgage but the City is still owed the principal amount of \$339,320.04 plus interest; and

WHEREAS, Pacific Vet Group-USA, Inc. has been acquired by Novozymes US, Inc., which does not wish to develop the property and desires to sell the property back to the City.

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 Land Sale Agreement, a copy of which is attached to this Resolution, with Pacific Vet Group-USA, Inc. to sell about 24 acres of Tract 14 on Industrial Drive in the Fayetteville Commerce District (formerly the Industrial Park) back to the City in exchange for the cancellation of the remaining indebtedness owed to the City. Mayor Jordan is hereby authorized to sign the Land Sale Agreement and all necessary documents necessary to effectuate the Land Sale Agreement.

City of Fayetteville Staff Review Form

2015-0560

Legistar File ID

12/15/2015

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

Don Marr/Jeremy Pate

11/24/2015

Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract with Novozymes US, Inc formerly Pacific Vet Group - USA Inc. (PVG) to exchange approximately 24 acres (tract 14) of land. The transaction will be an exchange of clear title to the property from Novozymes US Inc to the City of Fayetteville and the City will forgive the remaining balance due of \$339,320.04 including a release of the mortgage and remove the granting to Novozymes US/PVG a Right of First Refusal to acquire the adjacent 13.1 acres if the City choses to sell the land in the future.

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 # 113-14

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 15, 2015

TO: Mayor and City Council

FROM: Don Marr,  Chief of Staff and Jeremy Pate, Development Services Director

DATE: November 24, 2015

SUBJECT: Sale back of the 24 acres of Land in the Commerce District from Pacific Vet Group-USA, Inc. back to the City of Fayetteville

RECOMMENDATION:

City Staff recommends approval of a contract with Novozymes US, Inc. formerly Pacific Vet Group-USA (PVG) to exchange approximately 24 acres (tract 14) of land recently sold by the City of Fayetteville to and now owned by Novozymes US, Inc./Pacific Vet Group-USA (PVG) on Industrial Drive in the Fayetteville Commerce Park. The transaction will be an exchange of clear title to the property from Pacific Vet Group – USA back to the City of Fayetteville and the City will forgiving the remaining balance due of \$339,320.04 including a release of the mortgage and remove the granting to Novozymes US, Inc./PVG a Right of First Refusal to acquire the adjacent 13.1 acres if the City choses to sell the land in the future. Additionally in exchange for the money the City spent to conduct a geotechnical feasibility study (at the cost of \$27,556.88) and the money that Novozymes US, Inc./PVG has paid (initial payments of \$20,679), a difference of \$6,877.88 the City of Fayetteville will receive all information regarding engineering and environmental studies conducted on the land by Novozymes US, Inc./Pacific Vet Group – USA (PVG).

BACKGROUND:

In June of 2013, the City Council approved a contract with PVG to sell approximately 14.9 acres of land along City Lake Road in the Commerce Park for the construction of a facility for research, development and manufacturing of animal health products. PVG is a privately held bioscience company specializing in the development and commercialization of science-based probiotic products for the poultry industry. PVG has indicated this \$6.7 million investment to construct and occupy a new facility in Fayetteville would result in at least 47 new jobs within 60 months at an average annual salary of \$66,000.

After geotechnical studies were completed on the City Lake Road property, the soil conditions were found to be less than ideal for this particular development, resulting in significant cost increases in construction. The City decided to conduct geotechnical studies for other city-owned properties within the Commerce District, and discussed with PVG the potential of another property on which they could construct their facility. PVG identified Tract #14 on Industrial Drive, a 37.1-acre property, as suitable for their long-term needs. The City of Fayetteville completed the sale of 24 acres in Tract 14 of the4 Commerce Park for \$15,000 per acre resulting in a purchase price of \$360,000. The Payment of the cost of the land was amortized over 20 years with the first 5 years fixed at an interest rate of the Federal Reserve Rate plus one percent (1%). At the end of the 5th year, the interest rate will be modified annually based on the Federal Reserve Rate plus one percent (1%) on each anniversary date. In order for the project to be

eligible for AEDC funding support, the City must contribute to the economic development project as well. The previously approved proposal, the City contributed by offering a discounted purchase price of \$15,000 per acre (compared to a normal \$20,000 asking price for similarly situated land in the Commerce District), as well as assistance with up to \$200,000 of infrastructure investment, which could include water and/or sewer line extensions and other work within public easements or rights-of-way. The City retained the remaining 13.1 acres, granting PVG a Right of First Refusal to acquire the balance of the land in the future, if the City ever decided to sell.

DISCUSSION:

On November 6th, 2015, the City of Fayetteville received a letter from Robert C Latz of Brown & Ruprecht, PC; representing their clients Novozymes an international company headquartered in Copenhagen, Denmark who recently purchased Pacific Vet Group – USA Inc. The letter communicated that Pacific Vet Group – USA, Inc had recently been acquired by Novozymes US, Inc. a subsidiary of Novozymes. The letter also communicated that the new owners (Novozymes) do not wish to be in the real estate development business and do not wish to retain Tract 14, thus wanting to sell the Tract. After discussions with the City's Economic Development Contractor representative Steve Clark concerning various options, it was agreed that it would be best for Novozymes to sell the property back to the City of Fayetteville in order for the City to be in a better position to control the ultimate use of the property in the future.

Accordingly, they proposed to sell Tract 14 back to the City at their cost. After discussions with the Mayor and City Attorney's office the proposal to exchange clear title back to the city per the recommendations above is being recommended.

BUDGET/STAFF IMPACT:

The City will have a reduction of future sale revenues of \$339,320.04 (the balance of the original sale price of \$360,000), and will no longer be required to provide up to \$200,000 in staff time and materials to provide public infrastructure work for the area. This reduction of sales revenue will impact the Water/Sewer fund and General Fund, since both funds had ownership on portions of the subject property..

Attachments:

- Prior Approved Land Sale Agenda Item
- Land Sale Exchange Agreement
- Brown & Ruprecht Attorneys at Law Letter

Increase the land acquisition account for the buy back of 24 acres of Industrial Park Land from Pacific Vet Group.

RESOLUTION/ORDINANCE

COUNCIL DATE: 2/2/2016

LEGISTAR FILE ID#: **2016-0025**

Barbara Fell
1/15/2016 10:41 AM

Budget Director	Date
-----------------	------

TYPE:

DESCRIPTION:

GLDATE:

POSTED:

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 150 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0024

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

FRANK SHARUM LANDSCAPE DESIGN, INC.:

A RESOLUTION TO AWARD BID #16-17 AND AUTHORIZE A CONTRACT WITH FRANK SHARUM LANDSCAPE DESIGN, INC. IN THE AMOUNT OF \$148,743.00 FOR THE INSTALLATION OF TREES AND SHRUBS WITHIN THE MEDIANS OF CROSSOVER ROAD AND VAN ASCHE DRIVE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00

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 awards Bid #16-17 and authorizes a contract with Frank Sharum Landscape Design, Inc. in the amount of \$148,753.00 for the installation of trees and shrubs within the medians of Crossover Road (between Township Avenue and the northern City limits at Ivey Lane) and Van Asche Drive (between Garland Avenue and Gregg Street), and further approves a project contingency in the amount of \$15,000.00.

City of Fayetteville Staff Review Form

2016-0024

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

1/13/2015

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Awarding a construction contract in the amount of \$148,743.00 to Frank Sharum Landscape Design, Inc. for the installation of trees and shrubs within the median of Crossover Road and Van Asche Drive(Bid #16-17) and approval of a project contingency of \$15,000.00.

Budget Impact:

4520.9555.5809.00 and 4470.9470.5809.00

4520-Sales Tax Construction Bond and 4470 Cap
Improvement Const

Account Number

Fund

06035.2000 and 06035.2500

Transportation Bond Street Improvements/
Crossover Road Street Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 499,785.00

Funds Obligated \$ 205,001.24

Current Balance \$ 294,783.76

Does item have a cost? Yes

Item Cost \$ 163,743.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

#

Remaining Budget \$ 131,040.76

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: January 13, 2016

SUBJECT: Awarding a construction contract in the amount of \$148,743.00 to Frank Sharum Landscape Design, Inc. for the installation of trees and shrubs within the median of Crossover Road and Van Asche Drive(Bid #16-17) and approval of a project contingency of \$15,000.00.

RECOMMENDATION:

Staff recommends Awarding a construction contract in the amount of \$148,743.00 to Frank Sharum Landscape Design, Inc. for the installation of trees and shrubs within the median of Crossover Road and Van Asche Drive(Bid #16-17) and approval of a project contingency of \$15,000.00.

BACKGROUND:

In 2007 the City Council approved the cross section for Crossover Road, Highway 265, between Township Ave and the northern City Limits at Ivey Lane. The approved cross section included a raised center median with intermittent turn lanes included at critical intersections. The ultimate approval of this cross section included much debate between including a raised center median or a continuous five-lane section with center turn lane. A review of the meeting minutes, drawings, figures and presentations do not provide a clear indication of whether the median was to include trees. Regardless of the outcome of this research, the Council did not appropriate funds for tree planting during the original approval process or in subsequent budgets and trees were not planted during the construction of the project.

The City now desires to enhance the urban environment while increasing the aesthetics of the center median and aiding to calm traffic through the installation of trees and shrubs within the median islands. Last year, the Transportation Committee recommended that staff prepare plans and receive bids for installation of trees on both Crossover Road, between Joyce Blvd and Ivey Lane, and for Van Asche Drive between Garland Ave and Greg Street.

DISCUSSION:

On January 13, 2016 the City received one (1) valid construction bid in the amount of \$148,743.00. For comparison purposes, the estimate for tree installation excluding contingency was \$248,182.00. The bid was submitted by Frank Sharum Landscape Design who, based on the information provided, is a responsible bidder and appears to be capable of

performing the work. The award will be contingent on the low bidder providing all of the required insurance and bonds in order to enter into a contract to complete the project. A portion of the remaining funds will be utilized to reimburse the Water Department for work performed setting water meters and providing conduits to the medians in order for the contractor to install the irrigation system.

BUDGET/STAFF IMPACT:

The Transportation Bond Program and the Capital Improvement Construction Fund are the proposed sources for funding this project. The portion of the project that includes tree and shrub planting on Crossover Road is proposed to utilize Transportation bonds while the portion occurring on Van Asche is proposed to utilize Capital Improvement funds. The Staff Review Form indicates the current balance in these funds and the obligations associated with the funds. The total amount obligated for the construction contract is \$163,743.00 which includes the contingency.

Attachments:

Bid Tab

Construction Contract

City of Fayetteville - Purchase Order Request (PO)						Requisition No.:		Date:	
(Not a Purchase Order)						1/13/2016			
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.						P.O Number:			
Vendor #: 21943		Vendor Name: Frank Sharum Landscape Design				Mail ☐ YES ☒ NO		Legistar#: 2016-0024	
Address: P.O. Box 6524				FOB Point:		Taxable ☐ YES ☒ NO			
City: Fort Smtih		State: AR		72906		Ship to code:		Expected Delivery Date:	
Requester:				Requester's Employee #:		Quotes Attached ☐ YES ☒ NO		Extension:	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Crossover Phase II Trees & Shrubs	1		105,625.00	\$105,625.00	4520.9555.5809.00	06035.2000		
2	Van Asche Trees and Shrubs	1		43,118.00	\$43,118.00	4470.9470.5809.00	06035.2500		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: <u>\$148,743.00</u>			
						Tax: _____			
						Total: <u>\$148,743.00</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director:  _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____									

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: **Crossover Road Phase II and Van Asche Drive Tree Planting**

Contract No.: _____

THIS AGREEMENT is dated as of the 15 day of January in the year 2016 by and between The City of Fayetteville, Arkansas and Frank Sharum (hereinafter called Contractor).
Landscape Design

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:

The installation of approximately 223[✓] trees and 6[✓] shrubs on Crossover Road as well as approximately 62[✓] trees and 10[✓] shrubs on Van Asche Drive per the planting details along with the required irrigation systems for each location.

The Contract includes work in AHTD Right-of-way and work in City of Fayetteville Right-of-way.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by THE CITY OF FAYETTEVILLE Engineering Division and assumes all duties and responsibilities, and has the rights and authority assigned to THE CITY OF FAYETTEVILLE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

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 60 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 75 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 Fifty Dollars (\$250.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 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

DOCUMENT 00500 – AGREEMENT (continued)

Hundred Fifty Dollars (\$250.00) 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.
- 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

DOCUMENT 00500 – AGREEMENT (continued)

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. 95% 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.
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.

DOCUMENT 00500 – AGREEMENT (continued)

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
 - (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

DOCUMENT 00500 – AGREEMENT (continued)

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 Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

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.
 5. Supplementary Conditions.
 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.

DOCUMENT 00500 – AGREEMENT (continued)

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:

**CROSSOVER ROAD TREE PLANTING PHASE II –JOYCE
BLVD TO IVEY LANE**

**VAN ASCHE DRIVE TREE PLANTING – GARLAND AVE
TO GREGG AVE**

8. Addenda numbers 1 - 3, inclusive.
9. 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.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for

DOCUMENT 00500 – AGREEMENT (continued)

non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, 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.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR _____ CITY OF FAYETTEVILLE _____

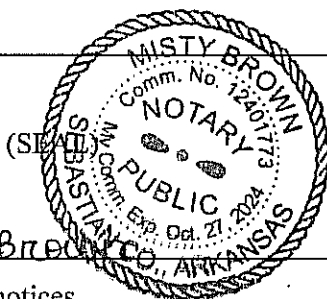
~~Frank Sharum~~ Landscape Design _____

By: _____

By: _____

Title: President _____

Title: _____



(SEAL)

Attest Misty Brown _____

Attest _____

Address for giving notices

Address for giving notices

P.O. Box 6524

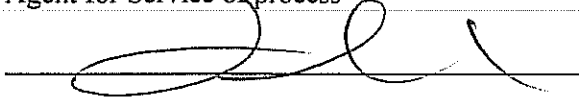
Ft. Smith, AR 72906

DOCUMENT 00500 – AGREEMENT (continued)

License No. 000411004110

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process



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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

BUSINESS AND COMMERCIAL (UCC) SERVICES**Search Incorporations, Cooperatives, Banks and Insurance Companies**[Printer Friendly Version](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	FRANK SHARUM LANDSCAPE DESIGN, INC.
Fictitious Names	N/A
Filing #	100095966
Filing Type	For Profit Corporation
Filed under Act	Dom Bus Corp; 958 of 1987
Status	Good Standing
Principal Address	
Reg. Agent	FRANK SHARUM
Agent Address	HIGHWAY 71 SOUTH FORT SMITH, AR 72903
Date Filed	04/07/1992
Officers	FRANK SHARUM , President JANA SHARUM , Secretary JANA SHARUM , Treasurer THOMAS F HANKINS , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

**[Purchase a Certificate of
Good Standing for this
Entity](#)**

[Pay Franchise Tax for this corporation](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

License No. 0004160416

ID #1379

State of Arkansas
Contractors Licensing Board

FRANK SHARUM LANDSCAPE DESIGN, INC.
PO BOX 6524
FORT SMITH, AR 72906

FRANK SHARUM LANDSCAPE DESIGN, INC.

This is to Certify That

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended
and is entitled to practice Contracting in the State of Arkansas within the
following classification:

SPECIALTY

Landscaping with Planting

Landscaping, Irrigation, Lawn Sprinklers, Streams

with the following suggested bid limit Unlimited

from May 8, 2015 until April 30, 2016

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



[Signature]

CHAIRMAN

[Signature]

SECRETARY

May 8, 2015 - da

Rec'd 5.15.15

Bid 16-17, Construction - Crossover Rd Phase II and Van Asche Drive Tree Planting
Wednesday, January 13, 2016

				Frank Sharum Landscape Design Inc		
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL
SCHEDULE A - CROSSOVER ROAD PHASE 2						
1	Clearing, Grubbing, and Demolition	1	LS	x \$	✓ 4,000.00 =	\$ ✓ 4,000.00
2	4 inch Topsoil Placement (Yard Areas)	750	SY	x \$	2.80 =	\$ ✓ 2,100.00
3	Bermuda Sod	750	SY	x \$	2.00 =	\$ ✓ 1,500.00
4	Sign Relocation	32	EA	x \$	155.00 =	\$ ✓ 4,960.00
5	Traffic Control and Maintenance	1	LS	x \$	5,000.00 =	\$ ✓ 5,000.00
6	Mobilization (Shall not exceed 5% of total Bid)	1	LS	x \$	1,500.00 =	\$ ✓ 1,500.00
7	Soil Amendment (Tree)	223	EA	x \$	6.00 =	\$ ✓ 1,338.00
8	Soil Amendment (Shrub)	6	EA	x \$	6.00 =	\$ ✓ 36.00
9	Shumard Oak (Quercus Shuardii)	42	EA	x \$	193.00 =	\$ ✓ 8,106.00
10	Princeton Elm (Ulmus Americana "Princeton")	107	EA	x \$	193.00 =	\$ ✓ 20,651.00
11	Redbud (cercis Canadensis)	18	EA	x \$	183.00 =	\$ ✓ 3,294.00
12	Yellowwood (Cladrastis Kentukea)	56	EA	x \$	198.00 =	\$ ✓ 11,088.00
13	Shadblow Serviceberry (Amelanchier canadensis)	6	EA	x \$	35.00 =	\$ ✓ 210.00
14	Backflow Preventer w/Box	6	EA	x \$	1,050.00 =	\$ ✓ 6,300.00
15	Irrigation System	1	LS	x \$	25,900.00 =	\$ ✓ 25,900.00
16	Maintenance Period	1	LS	x \$	4,000.00 =	\$ ✓ 4,000.00
17	Maintenance Bond	1	EA	x \$	1,052.00 =	\$ ✓ 1,052.00
18	Performance Bond	1	LS	x \$	1,490.00 =	\$ ✓ 1,490.00
19	Tree Replacement due to damage	20	EA	x \$	155.00 =	\$ ✓ 3,100.00
SUBTOTAL SCHEDULE A:						\$ 105,625.00 ✓
SCHEDULE B - VAN ASCHE DRIVE						
1	Clearing, Grubbing, and Demolition	1	LS	x \$	3,000.00 =	\$ ✓ 3,000.00
2	4 inch topsoil placement (Yard Areas)	250	SY	x \$	2.80 =	\$ ✓ 700.00
3	Bermuda Sod	250	SY	x \$	2.00 =	\$ ✓ 500.00
4	Traffic Control and Maintenance	1	LS	x \$	3,500.00 =	\$ ✓ 3,500.00
5	Mobilization (Shall not exceed 5% of total Bid)	1	LS	x \$	1,500.00 =	\$ ✓ 1,500.00
6	Soil Amendment (Tree)	62	EA	x \$	6.00 =	\$ ✓ 372.00
7	Soil Amendment (Shrub)	10	EA	x \$	6.00 =	\$ ✓ 60.00
8	Plains Sugar Maple (Acer Saccharum "Plains")	22	EA	x \$	193.00 =	\$ ✓ 4,246.00
9	Nuttall Oak (Quercus Nuttallii)	25	EA	x \$	198.00 =	\$ ✓ 4,950.00
10	Autumn Gold Bold Cypress (Taxodium Distichum "Sofine")	15	EA	x \$	198.00 =	\$ ✓ 2,970.00
11	Shadblow Serviceberry (Amelanchier canadensis)	10	EA	x \$	35.00 =	\$ ✓ 350.00
12	Backflow Preventer w/Box	4	EA	x \$	1,050.00 =	\$ ✓ 4,200.00
13	Irrigation System	1	LS	x \$	10,500.00 =	\$ ✓ 10,500.00
14	Maintenance Period	1	LS	x \$	3,000.00 =	\$ ✓ 3,000.00
15	Maintenance Bond	1	LS	x \$	305.00 =	\$ ✓ 305.00
16	Performance Bond	1	LS	x \$	640.00 =	\$ ✓ 640.00
17	Tree Replacement due to damage	15	EA	x \$	155.00 =	\$ ✓ 2,325.00
SUBTOTAL SCHEDULE B:						\$ 43,118.00 ✓
TOTAL BASE BID : (SCHEDULE A + SCHEDULE B)						\$ 148,743.00 ✓

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

**Denotes Calculation Error

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

1/13/16

DOCUMENT 00550 – NOTICE TO PROCEED

TO: Frank Sharum Landscape Design (Contractor)

P.O. Box 6524

Ft. Smith, AR 72906

Contract Name/Title: **Crossover Road Phase II and Van Asche Tree Planting**

Contract No: _____

Owner: City of Fayetteville, Arkansas

You are notified that the Contract Time(s) under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement Between Owner and Contractor, the date(s) of Substantial Completion and final completion ready for final payment are _____, 20____ and _____, 20____, respectively.

Before you may start any work at the Site, the General Conditions provide that you and Owner must each deliver to the other, (with copies to Engineer and other identified additional insureds) certificates of insurance, which each is required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the Site, you must submit the following:

1. Preliminary construction progress schedule.
2. Preliminary schedule of Submittals.
3. Satisfactory evidence of insurance in accordance with the requirements of the General Conditions.
4. Temporary erosion control requirements as specified.
5. Maintenance of Traffic as specified.

You are required to return an acknowledgement copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20____.

OWNER

DOCUMENT 00550 - NOTICE TO PROCEED: (continued)

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

CONTRACTOR

Frank Sharum Landscape Design

By _____

Title President

Date January 18, 20 16

Copy to Engineer

(Use Certified Mail,

Return Receipt Requested)

END OF DOCUMENT 00550

DOCUMENT 00610 – PERFORMANCE BOND:

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, in the amount of _____ Dollars
(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with
Owner for Crossover Road Phase II and Van Asche Drive Tree Planting which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner
having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall
promptly:

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

- A. Complete the Contract in accordance with its terms and conditions, or
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20____.

CONTRACTOR

(CORPORATE SEAL)

By _____

DOCUMENT 00610 – PERFORMANCE BOND: (continued)

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00610

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND:

This Bond is issued simultaneously with Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

as Principal, hereinafter called Contractor, and

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of _____ Dollars

(\$ _____), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20____, entered into a contract with Owner for Crossover Road Phase II and Van Asche Drive Tree Planting which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.
 - 2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

- D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Signed and sealed this _____ day of _____ 20__.

CONTRACTOR

(CORPORATE SEAL)

By _____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

By _____

By _____

DOCUMENT 00611 – LABOR AND MATERIAL PAYMENT BOND: (continued)

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

Attorney for _____

END OF DOCUMENT 00611



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 178 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0026

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

EWING SIGNAL CONSTRUCTION, LLC:

A RESOLUTION TO APPROVE A CONTRACT WITH EWING SIGNAL CONSTRUCTION, LLC OF NIXA, MISSOURI IN THE AMOUNT OF \$100,041.50 FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF VAN ASCHE DRIVE AND GARLAND AVENUE (HIGHWAY 112), AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00

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 approves a contract with Ewing Signal Construction, LLC of Nixa, Missouri in the amount of \$100,041.50 for the construction of a traffic signal at the intersection of Van Asche Drive and Garland Avenue (Highway 112), and further approves a project contingency in the amount of \$10,000.00.

City of Fayetteville Staff Review Form

2016-0026

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Casey

1/14/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to award a contract in the amount of \$100,041.50 to Ewing Signal Construction for the construction of the traffic signal at the intersection of Van Asche Drive and Garland (Hwy 112) and approval of a project contingency of \$10,000 (10%).

Budget Impact:

4520.9555.5809.00 and 4470.9470.5809.00

4520 - Sales Tax Construction Bond

4470 - Sales Tax Capital Improvements

Account Number

Fund

06035.2500

Van Asche (Garland to Gregg)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 499,785.00

Funds Obligated \$ 368,744.24

Current Balance \$ 131,040.76

Does item have a cost? Yes

Item Cost \$ 110,041.50

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget

\$ 20,999.26

V20140710

Previous Ordinance or Resolution # 259-13

Original Contract Number:

Approval Date:

Comments: Includes \$10,000 project contingency



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: January 14, 2016

SUBJECT: A resolution to award a contract in the amount of \$100,041.50 to Ewing Signal Construction for the construction of the traffic signal at the intersection of Van Asche Drive and Garland (Hwy 112) and approval of a project contingency of \$10,000 (10%).

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$100,041.50 to Ewing Signal Construction for the construction of the traffic signal at the intersection of Van Asche Drive and Garland (Hwy112) and approval of a project contingency of \$10,000 (10%).

BACKGROUND:

The Van Asche Drive project was awarded for construction to APAC-Central, Inc. in December of 2013. The construction of the improvements were completed as of September 21, 2015. A request to construct a traffic signal at intersection of Van Asche Drive and Garland (Hwy 112) was included with the original permit request to the Arkansas Highway and Transportation Department. This request was denied by AHTD because the traffic counts at that time did not warrant the installation of the signal. Immediately after the roadway project was complete, new traffic counts were taken by the Transportation Division. A new permit request was submitted along with the signal design plans to the AHTD. On December 14, 2015, the City of Fayetteville received a permit from the Arkansas Highway and Transportation Department for the installation of the traffic signal.

DISCUSSION:

On January 12, 2016, the City received three (3) construction bids ranging from a low of \$100,041.50 to a high of \$110,628.00. Ewing Signal Construction submitted the low bid of \$100,041.50. The contract time is 60 days (2 months) for substantial completion. The Transportation Division has already ordered the signal poles which typically take 16 weeks to receive. The notice to proceed to the contractor will be coordinated with the delivery date of the poles.

BUDGET/STAFF IMPACT:

This project is funded by the Transportation Bond Program

Attachments:

Bid Tab

Section 0500 Agreement

Section 0400 Bid Form

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: HWY 112/VAN ASCHE DR. TRAFFIC SIGNAL

Contract No.: 16-16, Construction – Van Asche Traffic Signal

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 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:

The installation of a traffic signal at the intersection of Hwy 112 and Van Asche Drive including installation of the poles and mast arms, conduit, wiring, cameras, controllers, cabinet, signal lights, luminaires, and miscellaneous other items as shown on the plans.

The Contract includes work in AHTD Right-of-way and City of Fayetteville Right-of-way.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

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 60 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 60 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 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

DOCUMENT 00500 – AGREEMENT (continued)

Hundred (\$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.
- 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

DOCUMENT 00500 – AGREEMENT (continued)

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.
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.

DOCUMENT 00500 – AGREEMENT (continued)

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
 - (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

DOCUMENT 00500 – AGREEMENT (continued)

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 Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

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.
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: Hwy 112/Van Asche Drive Traffic Signal
8. Addenda numbers __, inclusive.

DOCUMENT 00500 – AGREEMENT (continued)

9. 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.

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.

DOCUMENT 00500 – AGREEMENT (continued)

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.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00500 – AGREEMENT (continued)

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.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: Ewing Signal Construction ^{LLC} CITY OF FAYETTEVILLE _____
1730 N. Gregory Drive Nixa MO 65714 _____

By: David S _____

By: Lioneld Jordan _____

Title: owner _____

Title: Mayor _____

(SEAL) No corporate seal

(SEAL)

Attest Richard Elliott _____

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

1730 N. Gregory Drive

Nixa MO 65714

License No. 0183020416

Agent for Service of process

American Corporate Services Inc - Little Rock

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

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

DOCUMENT 0400-BID FORM

Contract Name: HWY. 112/VAN ASCHE DR. TRAFFIC SIGNAL

Bid Number: 16-16, Construction - Van Asche Traffic Signal

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Ewing Signal Construction LLC
1730 N. Gregory Drive
Nixa MO 65714

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 90 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 0400-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:

<u>Number</u>	<u>Date</u>
<u>None</u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)

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 the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 0400-BID FORM (continued)

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

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

DOCUMENT 00410 – BID BOND (continued)

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.

Signed and sealed this 12th day of January 20 16

PRINCIPAL

No corporate seal
(CORPORATE SEAL)

Ewing Signal Construction, LLC

By *David Ewing*
David Ewing

SURETY

RLI Insurance Company

By *Greg Lindstrom*
Greg Lindstrom

ATTORNEY-IN-FACT

(CORPORATE SEAL)

Greg Lindstrom
Greg Lindstrom

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410



9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036

POWER OF ATTORNEY

RLI Insurance Company

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Sean Crayton, Aaron Sharpe, Greg Lindstrom, Mark Gambon, David Endacott, Kellie Sansom, Emily Berg, Sheryl C. Amos, jointly or severally

in the City of Springfield, State of Missouri, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

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

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of December, 2015.



State of Illinois
County of Peoria

} SS

RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

CERTIFICATE

On this 2nd day of December, 2015, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 12th day of January 2016.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public



RLI Insurance Company
Contractors Bonding and Insurance Company

B. W. Davis

Barton W. Davis

Vice President

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	SERVICE POINT ASSEMBLY (2 CIRCUITS)	EA	1	2150 ⁰⁰	2150 ⁰⁰
2	SYSTEM LOCAL CONTROLLER (16 PHASE)(PEEK 3000E)	EA	1	17,030 ⁰⁰	17,030.00
3	VIDEO DETECTOR (MAST MOUNT) (PEEK COLOR VIDEO TRAFFIC DETECTOR CAMERA-#82-1773)	EA	5	2600 ⁰⁰	13,000.00
4	VIDEO PROCESSOR UNIT- PEEK VIDEOTRAK-IQ 2 CHANNEL X2	EA	1	14,455 ⁰⁰	14,455.00
5	EMCOM COMMPAK IP	EA	1	4060.00	4060.00
6	LAIRD PC 9013 N YAGI ANTENNA	EA	1	495.00	495.00
7	POLYPHASER IS-50NX-C2 ARRESTOR	EA	1	145.00	145.00
8	NON-METALLIC CONDUIT (2")	LF	50	7.50	375.00
9	NON-METALLIC CONDUIT (3")	LF	330	19.00	6270.00
10	GALVANIZED STEEL CONDUIT (1.25")	LF	50	16.00	800.00
11	CONCRETE PULL BOX (TYPE 2) HD	EA	6	655.00	3930.00
12	TRAFFIC SIGNAL CABLE (5C/14 AWG)	LF	1075	1.00	1075.00
13	TRAFFIC SIGNAL CABLE (7C/14 AWG)	LF	200	1.20	240.00
14	TRAFFIC SIGNAL CABLE (20C/14 AWG)	LF	330	2.90	957.00
15	BELDEN 6c VIDEO CABLE	LF	550	2.30	1265.00
16	BELDEN 8281 COAX VIDEO CABLE	LF	550	2.30	1265.00
17	ELECT. COND. FOR LUMINAIRES (2C/12 AWG)	LF	900	.90	810.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
18	ELECTRICAL CONDUCTORS IN CONDUIT (2C/6 AWG)	LF	40	1.50	60.00
19	ELECTRICAL CONDUCTORS IN CONDUIT (1C/8 AWG, EGC)	LF	400	.85	340.00
20	ELECTRICAL CONDUCTORS IN CONDUIT (1C/12 AWG, EGC)	LF	250	.65	162.50
21	LMR-600 COAX CABLE (ANTENNA)	LF	50	3.00	150.00
22	TRAFFIC SIGNAL HEAD (3-SECTION)(LED)	EA	7	815.00	5705.00
23	TRAFFIC SIGNAL HEAD (4-SECTION)(LED)	EA	1	1035.00	1035.00
24	COUNTDOWN PEDESTRIAN SIGNAL HEAD (LED)	EA	4	710.00	2840.00
25	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (38') CITY TO PROVIDE POLE AND MAST ARM	EA	1	3030.00	3030.00
26	TRAFFIC SIGNAL MAST ARM AND POLE WITH FOUNDATION (50') CITY TO PROVIDE POLE AND MAST ARM	EA	2	3140.00	6280.00
27	TRAFFIC SIGNAL POLE WITH FOUNDATION CITY TO PROVIDE POLE	EA	1	2230.00	2230.00
28	PUSH BUTTON POLE WITH FOUNDATION	EA	1	1050.00	1050.00
29	TRAFFIC SIGNAL PEDESTRIAN POLE WITH FOUNDATION	EA	1	1885.00	1885.00
30	LED LUMINAIRE ASSEMBLY CITY TO PROVIDE LUMINAIRE ARM	EA	4	65.50	262.00
31	VIDEO MONITOR WITH MOUSE	EA	1	385.00	385.00
32	VIDEO DETECTOR RACK	EA	1	1565.00	1565.00
33	TRAFFIC CONTROL/GUIDE SIGNS	SF	50	25.00	1250.00
34	Mobilization (Not to exceed 5% of total bid)	LS	1	3440.00	3440.00

TOTAL AMOUNT BID \$ 100,041.50

DOCUMENT 0400-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 cashier's check from a bank located in the State of Arkansas or a Bid Bond and in the amount of 5% of the bid amount 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:

Ewing Signal Construction LLC - David Ewing
1730 N. Gregory Drive
Nixa MO 65714
Email daveewing@ewingsignals.com
Phone No. 417- 724- 9405
Fax No. 417- 724- 9929

DOCUMENT 0400-BID FORM (continued)

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 January 12, 2016.

Arkansas State Contractor License No. 0183020416.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

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. _____

Email Address: _____

DOCUMENT 0400-BID FORM (continued)

A Corporation or LLC*

No corporate seal

Corporation Name : _____ (SEAL)

State of Incorporation: MO

Type (General Business, Professional, Service, Limited Liability): LLC

By: *David G*

(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): David Gowing

Title: owner / member

(CORPORATE SEAL)

No corporate seal

Attest: *Richard Elbert*

(Signature of Corporate Secretary)

Business address: 1730 N. Gregory Drive Nixa MO 65714

Phone No: 417-724-9405 Fax: 417-724-9929

Email Address: daveowing@ewingsignals.com

END OF DOCUMENT 00400

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

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:

HWY 112/VAN ASCHE DRIVE TRAFFIC SIGNAL

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
	None	

NOTE: This form must be submitted in accordance with the Instructions to Bidders.



Bidder's Signature

END OF DOCUMENT 00430



City of Fayetteville, Arkansas
Purchasing Division
OFFICIAL BID TABULATION
Bid 16-16, Construction - Van Asche Traffic Signal
Tuesday, January 12, 2016 2:00 PM

Tentative Agenda
January 26, 2016
Page 206 of 352

				All Service Electric Inc				Ewing Signal Construction LLC				Traffic & Lighting Systems LLC			
ITEM	DESCRIPTION	Est Qty	Unit	PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL		PRICE PER UNIT		TOTAL	
1	Service Point Assembly (2 Circuits)	1	EA	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 2,150.00	=	\$ 2,150.00	x	\$ 1,420.00	=	\$ 1,420.00
2	System Local Controller (16 phase peek 3000E)	1	EA	x	\$ 18,732.00	=	\$ 18,732.00	x	\$ 17,030.00	=	\$ 17,030.00	x	\$ 16,500.00	=	\$ 16,500.00
3	Video Detector (Mast Mount) (Peek Color Video Traffic Detector Camera #82-1773)	5	EA	x	\$ 2,456.00	=	\$ 12,280.00	x	\$ 2,600.00	=	\$ 13,000.00	x	\$ 2,560.00	=	\$ 12,800.00
4	Video Processor Unit - Peek Videotrak-IQ2 Channel X2	1	EA	x	\$ 5,417.00	=	\$ 5,417.00	x	\$ 14,455.00	=	\$ 14,455.00	x	\$ 5,040.00	=	\$ 5,040.00
5	EMCOM COMMPAK IP	1	EA	x	\$ 3,354.00	=	\$ 3,354.00	x	\$ 4,060.00	=	\$ 4,060.00	x	\$ 3,445.00	=	\$ 3,445.00
6	LAIRD PC 9013 N YAGI Antenna	1	EA	x	\$ 398.00	=	\$ 398.00	x	\$ 495.00	=	\$ 495.00	x	\$ 300.00	=	\$ 300.00
7	Polyphaser IS-50NX-C2 Arrestor	1	EA	x	\$ 107.00	=	\$ 107.00	x	\$ 145.00	=	\$ 145.00	x	\$ 175.00	=	\$ 175.00
8	Non-metallic Conduit (2")	50	LF	x	\$ 7.00	=	\$ 350.00	x	\$ 7.50	=	\$ 375.00	x	\$ 15.50	=	\$ 775.00
9	Non-metallic Conduit (3")	330	LF	x	\$ 22.00	=	\$ 7,260.00	x	\$ 19.00	=	\$ 6,270.00	x	\$ 30.00	=	\$ 9,900.00
10	Galvanized Steel Conduit (1.25")	50	LF	x	\$ 10.00	=	\$ 500.00	x	\$ 16.00	=	\$ 800.00	x	\$ 10.50	=	\$ 525.00
11	Concrete Pull Box (Type 2) HD	6	EA	x	\$ 700.00	=	\$ 4,200.00	x	\$ 655.00	=	\$ 3,930.00	x	\$ 615.00	=	\$ 3,690.00
12	Traffic Signal Cable (5C/14AWG)	1,075	LF	x	\$ 1.60	=	\$ 1,720.00	x	\$ 1.00	=	\$ 1,075.00	x	\$ 1.40	=	\$ 1,505.00
13	Traffic Signal Cable (7C/14AWG)	200	LF	x	\$ 1.75	=	\$ 350.00	x	\$ 1.20	=	\$ 240.00	x	\$ 1.80	=	\$ 360.00
14	Traffic Signal Cable (20C/14AWG)	330	LF	x	\$ 3.25	=	\$ 1,072.50	x	\$ 2.90	=	\$ 957.00	x	\$ 4.80	=	\$ 1,584.00
15	Belden 6C Video Cable	550	LF	x	\$ 1.75	=	\$ 962.50	x	\$ 2.30	=	\$ 1,265.00	x	\$ 3.00	=	\$ 1,650.00
16	Belden 8281 Coax Video Cable	550	LF	x	\$ 1.75	=	\$ 962.50	x	\$ 2.30	=	\$ 1,265.00	x	\$ 3.00	=	\$ 1,650.00
17	Elect. Cond. For Luminaires (2C/12AWG)	900	LF	x	\$ 1.50	=	\$ 1,350.00	x	\$ 0.90	=	\$ 810.00	x	\$ 1.60	=	\$ 1,440.00
18	Electrical Conductors in Conduit (2C/6AWG)	40	LF	x	\$ 3.25	=	\$ 130.00	x	\$ 1.50	=	\$ 60.00	x	\$ 4.10	=	\$ 164.00
19	Electrical Conductors in Conduit (1C/8 AWG, EGC)	400	LF	x	\$ 1.00	=	\$ 400.00	x	\$ 0.85	=	\$ 340.00	x	\$ 1.50	=	\$ 600.00
20	Electrical Conductors in Conduit (1C/12 AWG, EGC)	250	LF	x	\$ 0.50	=	\$ 125.00	x	\$ 0.65	=	\$ 162.50	x	\$ 1.00	=	\$ 250.00
21	LMR-600 Coax Cable (Antenna)	50	LF	x	\$ 4.00	=	\$ 200.00	x	\$ 3.00	=	\$ 150.00	x	\$ 6.20	=	\$ 310.00

				All Service Electric Inc (cont.)				Ewing Signal Construction LLC (cont.)				Traffic & Lighting Systems LLC (cont.)			
22	Traffic Signal Head (3-Section LED)	7	EA	x	\$ 704.00	=	\$ 4,928.00	x	\$ 815.00	=	\$ 5,705.00	x	\$ 765.00	=	\$ 5,355.00
23	Traffic Signal Head (4-Section LED)	1	EA	x	\$ 863.00	=	\$ 863.00	x	\$ 1,035.00	=	\$ 1,035.00	x	\$ 1,100.00	=	\$ 1,100.00
24	Countdown Pedestrian Signal Head (LED)	4	EA	x	\$ 657.00	=	\$ 2,628.00	x	\$ 710.00	=	\$ 2,840.00	x	\$ 640.00	=	\$ 2,560.00
25	Traffic Signal Mast Arm and Pole with Foundation (38") (City will provide pole and mast arm)	1	EA	x	\$ 6,070.00	=	\$ 6,070.00	x	\$ 3,030.00	=	\$ 3,030.00	x	\$ 5,600.00	=	\$ 5,600.00
26	Traffic Signal Mast Arm and Pole with Foundation (50") (City will provide pole and mast arm)	2	EA	x	\$ 6,170.00	=	\$ 12,340.00	x	\$ 3,140.00	=	\$ 6,280.00	x	\$ 5,900.00	=	\$ 11,800.00
27	Traffic Signal Pole with Foundation (City will provide pole)	1	EA	x	\$ 4,382.00	=	\$ 4,382.00	x	\$ 2,230.00	=	\$ 2,230.00	x	\$ 4,000.00	=	\$ 4,000.00
28	Push Button Pole with Foundation	1	EA	x	\$ 1,500.00	=	\$ 1,500.00	x	\$ 1,050.00	=	\$ 1,050.00	x	\$ 3,165.00	=	\$ 3,165.00
29	Traffic Signal Pedestrian Pole with Foundation	1	EA	x	\$ 1,800.00	=	\$ 1,800.00	x	\$ 1,885.00	=	\$ 1,885.00	x	\$ 2,815.00	=	\$ 2,815.00
30	LED Luminaire Assembly (City to provide luminaire arm)	4	EA	x	\$ 1,400.00	=	\$ 5,600.00	x	\$ 65.50	=	\$ 262.00	x	\$ 1,125.00	=	\$ 4,500.00
31	Video Monitor with Mouse	1	EA	x	\$ 350.00	=	\$ 350.00	x	\$ 385.00	=	\$ 385.00	x	\$ 400.00	=	\$ 400.00
32	Video Detector Rack	1	EA	x	\$ 1,327.00	=	\$ 1,327.00	x	\$ 1,565.00	=	\$ 1,565.00	x	\$ 1,400.00	=	\$ 1,400.00
33	Traffic Control/Guide Signs	50	SF	x	\$ 35.00	=	\$ 1,750.00	x	\$ 25.00	=	\$ 1,250.00	x	\$ 37.00	=	\$ 1,850.00
34	Mobilization (Not to exceed 5% of total bid)	1	LS	x	\$ 5,000.00	=	\$ 5,000.00	x	\$ 3,490.00	=	\$ 3,490.00	x	\$ 2,000.00	=	\$ 2,000.00
TOTAL BASE BID							\$ 109,908.50				\$ 100,041.50				\$ 110,628.00

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

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

01/12/16



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 208 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0037

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT:

A RESOLUTION TO APPROVE A PAYMENT OF \$359,587.42 TO THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE DESIGN AND CONSTRUCTION OF THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT

WHEREAS, Resolution No. 31-10, which was passed by the City Council on February 16, 2010, approved an Agreement of Understanding with the Arkansas Highway and Transportation Department for the design and construction of a traffic signal and intersection improvements project at Highway 45 and Old Wire Road, the cost of which was to be shared between City, state and federal funding; and

WHEREAS, the City of Fayetteville's total portion of the costs for this project is \$403,603.38, of which \$18,000.00 has already been paid to the state as a deposit.

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 payment of \$359,587.42 to the Arkansas Highway and Transportation Department, which represents the final amount owed by the City for the design and construction of the Highway 45/Old Wire Road Signal and Intersection Improvements Project.

City of Fayetteville Staff Review Form

2016-0037

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

1/15/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing payment of \$359,587.42 to the Arkansas Highway and Transportation Department for the design and construction of the Hwy. 45/Old Wire Rd. Signal and Intersection Improvements Project.

Budget Impact:

4520.9555.5809.00

Street Sales Tax 2013

Account Number

Fund

06035.2600

Old Wire Road (Mission to 265)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 996,958.00

Funds Obligated \$ 462,365.00

Current Balance **\$ 534,593.00**

Does item have a cost? Yes

Item Cost \$ 359,587.42

Budget Adjustment Attached? NA

Budget Adjustment

#

Remaining Budget **\$ 175,005.58**

V20140710

Previous Ordinance or Resolution # 31-10

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director

FROM: Chris Brown, City Engineer

DATE: January 15, 2016

SUBJECT: Resolution to Approve a Payment of \$359,587.42 to the Arkansas Highway and Transportation Department

RECOMMENDATION:

Staff recommends approval of the resolution authorizing payment of \$359,587.42 to the Arkansas Highway and Transportation Department for the design and construction of the Hwy. 45/Old Wire Rd. Signal and Intersection Improvements Project.

BACKGROUND:

City Council passed Resolution No. 31-10 on February 16, 2010, approving an Agreement of Understanding with the Arkansas Highway and Transportation Department (AHTD) to design and construct the signal and intersection improvements. This project includes improvements to the lane configuration to allow for the installation of a traffic signal. Sidewalk installation and storm sewer are also included in the work proposed by the AHTD. The original agreement was for a Federal-Aid funding amount of \$350,000. The agreement has been amended since then to add an additional \$850,000 through the Surface Transportation Program-Attributable Funds (STP-A) for a total of \$1.2 million of Federal-Aid funding.

DISCUSSION:

The AHTD is requesting a payment of \$359,587.42 for the City's portion of the design and construction of this project. The AHTD received bids on this project on January 13, 2016 with a low bid of \$1,224,208.70. The total City portion of the combined costs for construction, design and right of way acquisition is \$403,603.38. The City has already deposited \$18,000 with AHTD and has paid \$26,015.96 for right of way acquisition and utilities. With these credits, the remaining amount due to AHTD is \$359,587.42.

BUDGET/STAFF IMPACT:

This project is budgeted through the Transportation Bond Program, and adequate funds are available for this payment.

Attachments:

Resolution 31-10
AHTD Post Bid Cost Estimate

Job 040642 Post-bid Cost Estimate
Hwy. 45/Old Wire Rd. Signal & Inters. Impvts. (Fayetteville) (S)

STP City Signal (80/10/10) - \$350,000 Federal-aid Max & \$43,750 State Max				
NARTS STP-Attrib (80/0/20) - \$950,484 ¹ (For ROW, Utilities & Const.)				
Item	Total	Federal Share	State Share	City Share
Preliminary Engineering	\$ 209,919.42	\$ 167,936.00	\$ 20,991.71	\$ 20,991.71
Right-of-Way (paid by City)	98,270.00	78,616.00	0.00	19,654.00
Utilities (paid by City)	31,807.96 ²	25,446.00	0.00	6,361.96
Construction	1,224,208.70	894,336.00	19,789.82	310,082.88
STP-City	304,184.95	158,317.00	19,789.82	126,078.13
STP-Attrib	920,023.75	736,019.00	0.00	184,004.75
CENG (15% of Construction)	183,631.31	134,150.00	2,968.47	46,512.83
STP-City	45,627.56	23,747.00	2,968.47	18,912.08
STP-Attrib	138,003.75	110,403.00	0.00	27,600.75
Total	\$ 1,747,837.39	\$ 1,300,484.00	\$ 43,750.00	\$ 403,603.38
Less City Deposits				(18,000.00)
Less City Payments for ROW/Utilities				(26,015.96)
				\$ 359,587.42

City Deposits

PE Deposit	\$ 18,000.00
------------	--------------

Preliminary Engineering

State P.E.	\$ 12,294.06
Consultant P.E.	185,488.74
Utilities Eng.	820.71
Land Survey	11,315.91
Total	\$ 209,919.42

1) Only \$850,000 in STIP Amendment dated 2/19/14, but additional funds okayed by NARTS and obligated in 2014

2) Memo from ROW 11/12/15

RESOLUTION NO. 31-10

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID MONIES FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF OLD WIRE ROAD AND STATE HIGHWAY 45

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation funds are available for state roadway projects at the following federal participating ratios:

Type Work	Work Phase	Federal Share	State Share	City Match
Traffic Signals/Intersection Improvements State Highway 45 & Old Wire Road	Construction & Engineering	80%	10%	10%
	Right-of-way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

Section 1. That the City of Fayetteville will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

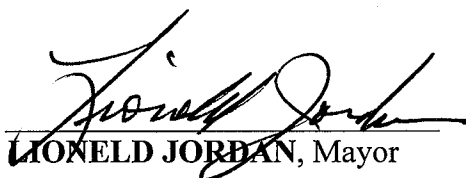
Section 2. That the Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

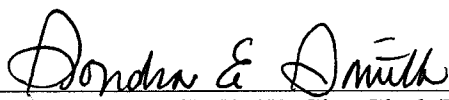
Section 3. That the City of Fayetteville pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action and construct this project.

PASSED and APPROVED this 16th day of February, 2010.

APPROVED:

ATTEST:

By: 
LIONEL D. JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

February 16, 2010
City Council Meeting Date

Chris Brown
Submitted By

Engineering
Division

Development Services
Department

Action Required:

Resolution Expressing the Willingness of the City to Utilize Federal-Aid Monies for a Traffic Signal at Old Wire Road and Highway 45.

\$ 13,000.00
Cost of this request

\$ 300,000.00
Category / Project Budget

Old Wire Road-Mission to Crossover
Program Category / Project Name

4470.9470.5809.00
Account Number

\$ -
Funds Used to Date

Street Improvements
Program / Project Category Name

10011
Project Number

\$ 300,000.00
Remaining Balance

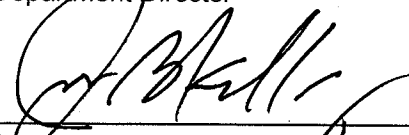
Sales Tax Capital Improvement
Fund Name

Budgeted Item ☒

Budget Adjustment Attached ☐


Department Director 01-28-2010
Date

Previous Ordinance or Resolution #


City Attorney 2-1-10
Date

Original Contract Date:

Original Contract Number:

Paula A. Becher
Finance and Internal Service Director 2-1-2010
Date

Received in City Clerk's Office
ENTERED 1/28/10 KGO


Chief of Staff 2-1-10
Date

Received in Mayor's Office
ENTERED 2/11/10 JH


Mayor 2/2/10
Date

Comments:



www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

Council Meeting of February 16, 2010

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*

From: Chris Brown, City Engineer *CB*

Date: January 27, 2010

Subject: A Resolution Expressing the Willingness of the City to Utilize Federal-Aid Monies for a Traffic Signal at Old Wire Road and Highway 45.

PROPOSAL:

City staff made a request for a traffic operations study at the Old Wire Road/Highway 45 intersection to the Arkansas Highway and Transportation Department (AHTD). AHTD conducted the study and determined that the intersection meets the warrants for installation of a signal. Further, the signal installation is eligible for Federal (80%) and State (10%) funding. The City's portion is 10% of the estimated \$130,000 cost. A resolution from the City expressing willingness to utilize this funding and to provide the City's share of the cost is needed before AHTD will begin design on the project.

Funding for the project through AHTD is available immediately; the project can proceed to construction as soon as the design is completed and any necessary right of way is acquired. Construction could begin as early as 2011 if AHTD prepares the design, or sooner if prepared by the City. In addition to the signal, some realignment of the intersection may be needed. If this resolution is approved, staff will work with AHTD to coordinate design and construction of the realignment with the signal installation.

RECOMMENDATION:

Staff recommends Council approval of the resolution. In addition, the Street Committee discussed this opportunity at their January 26th, 2010 meeting, and voted to recommend approval to the full City Council.

BUDGET IMPACT:

Funding for improvements to Old Wire Road, from Mission to Crossover, is included in the 2010 Capital Improvement Program. Funding available is \$300,000; estimated funding for the City's portion of the signal is \$13,000. Funding for the realignment may be eligible for federal funding if it is determined that realignment is necessary for proper signal operation.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE
CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID
MONIES FOR A TRAFFIC SIGNAL AT THE INTERSECTION
OF OLD WIRE ROAD AND STATE HIGHWAY 45

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation funds are available for state roadway projects at the following federal participating ratios:

Type Work	Work Phase	Federal Share	State Share	City Match
Traffic Signals/Intersection Improvements State Highway 45 & Old Wire Road	Construction & Engineering	80%	10%	10%
	Right-of-way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

Section 1. That the City of Fayetteville will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

Section 2. That the Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

Section 3. That the City of Fayetteville pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action and construct this project.

PASSED and APPROVED this 16th day of February, 2010.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

RECEIVED
AUG 05 2009
ENGINEERING DIV.

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400



P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

August 5, 2009

Chris Brown, P.E.
City Engineer
125 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Brown:

Reference is made to your request for a traffic operations study to be conducted at the intersection of Highway 45 and Old Wire Road in Fayetteville.

A study has been completed which included a 24-hour turning movement count, a review of accident history and an on-site investigation. The results of the study indicate that a traffic signal for this intersection is warranted as outlined in the Manual on Uniform Traffic Control Devices.

A project to signalize this intersection is eligible for 80% Federal-aid, 10% State and 10% City funding for construction and engineering costs. The City will be responsible for 100% of the cost of any additional right of way acquisition or utility adjustments as required. The construction and engineering cost estimate for this project is \$130,000.

A copy of a sample Resolution is enclosed for the City to pass should you desire to pursue this project. After the Resolution is passed and signed, please return the Resolution to the Department and a project will be programmed.

If the City decides to proceed with this traffic signal project by utilizing City funding, we will issue a Permit to the City to make the improvements using 100% City funds.

Sincerely,

For Frank Vozel
Deputy Director and
Chief Engineer

Enclosure

c: Director
Assistant Chief Engineer – Operations
Maintenance
District 4

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS
OF THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING CITY PROJECT:**

Traffic Signal Installation:
Hwy. 45 & Old Wire Rd.

WHEREAS, The City of Fayetteville understands Federal-Aid Surface Transportation funds are available for State roadway projects at the following Federal participating ratios:

<u>Type Work</u>	<u>Work Phase</u>	<u>Federal Share</u>	<u>State Share</u>	<u>City Match</u>
Traffic Signals/ Intersection Improvements State Highway System & City Street: Hwy 45 and Old Wire Rd.	Construction & Engineering	80%	10%	10%
	Right-of-Way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

SECTION I: The CITY will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

SECTION II: The CITY is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this CITY project.

SECTION III: The CITY pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to construct this project.

THIS RESOLUTION adopted this _____ day of _____, 20____.

MAYOR: _____

ATTEST: _____

ARKANSAS STATE HIGHWAY COMMISSION

JOHN ED REGENOLD
CHAIRMAN
ARMOREL

DICK TRAMMEL
VICE CHAIRMAN
ROGERS

THOMAS B. SCHUECK
LITTLE ROCK



RECEIVED

JUL 17 2014

P.O. Box 2261

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

LITTLE ROCK, ARKANSAS 72203-2261

PHONE (501) 569-2000 • VOICE/TTY 711 • FAX (501) 569-2400

WWW.ARKANSASHIGHWAYS.COM • WWW.IDRIVEARKANSAS.COM

ROBERT S. MOORE, JR.
ARKANSAS CITY

FRANK D. SCOTT, JR.
LITTLE ROCK

SCOTT E. BENNETT, P.E.
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

July 14, 2014

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Job 040642
F.A.P. STP-9142(32)
Hwy. 45/Old Wire Rd. Signal & Inters.
Impvts. (Fayetteville) (S)
Washington County

Dear Mayor Jordan:

Reference is made to the City's request to use Federal-aid Surface Transportation Program Attributable funds for right-of-way acquisition and utility relocation on the referenced project. This request is acceptable to the Department.

This letter, when signed by you and returned to the Department, will constitute a Supplement to the Resolution executed on February 16, 2010. Once approved by you, Federal-aid funds will be available for right-of-way and utility activities. We look forward to working with the City to complete this project. If you have any further questions, please contact Carlos Meredith at (501) 569-2261.

Sincerely,

A handwritten signature in cursive script that reads "Scott E. Bennett".

Scott E. Bennett, P.E.
Director of Highways
and Transportation

APPROVED:

Lioneld Jordan
Mayor of Fayetteville

c: Deputy Director and Chief Engineer
Assistant Chief Engineer-Planning
Programs and Contracts
Right of Way
Transportation Planning and Policy
District 4
Job 040642 'C' File
NWA Regional Planning Commission



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 219 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0023

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 16

GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA FUNDING:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$136,992.00 FOR THE POLICE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of \$136,992.00 for investigator activity, purchase of evidence and information, and vehicle allowances for the Police Department.

City of Fayetteville Staff Review Form

2016-0023

Legistar File ID

2/2/2016

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

G. Tabor

1/15/2016

Police /
Police Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval of a budget adjustment to recognize federal funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) in the amount of \$136,992.

Budget Impact:

2930-2960-various

Drug Enforcement

Account Number

Fund

38070-1602

WAMDT 2016

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 637,000.00

Funds Obligated \$ 11,166.60

Current Balance \$ **625,833.40**

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 136,992.00

Remaining Budget \$ **762,825.40**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: January 14, 2016

SUBJECT: Approval of a Budget Adjustment for federal funding from the Gulf Coast High Intensity Drug Trafficking Area

RECOMMENDATION:

Staff recommends approval of the budget adjustment to recognize federal funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) in the amount of \$136,992. If you should have any comments or question regarding this federal funding, please contact me at extension 500.

BACKGROUND:

The Gulf Coast HIDTA provides federal funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Alabama, and Tennessee. The Fayetteville Police Department has partnered with Washington County Sheriff's Office, Springdale Police Department, Prairie Grove Police Department, and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:

WAMDT's mission is to infiltrate and disrupt drug trafficking organizations (DTOs) at the street level. The Gulf Coast HIDTA funds overtime for investigator activity, covert buy money for the purchase of evidence/purchase of information (PEPI), and vehicle allowances. The Gulf Coast HIDTA has approved 2016 funding for the Fayetteville Police Department in the amount of \$136,992. This amount represents overtime funding for four (4) investigators at \$17,548 each including benefits, PEPI in the amount \$50,000, and two vehicle allowances at \$8,400 each annually. This funding has a two year life span and must be spent by December 31, 2017. WAMDT is currently preparing their 2017 funding request to the Gulf Coast HIDTA, however, future allocations are contingent upon congressional approval.

BUDGET/STAFF IMPACT:

Increase in budgeted revenue equal to the increase in budgeted expense for this non-matching federal funding to reimburse existing DTF Investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

Attachments:

Budget Adjustment
2016 WAMDT Budget for Fayetteville PD
Project Maintenance Form

Western Arkansas Mobile Deployment Team
County of Washington G16GC0004A
Fayetteville Police Department

1.5.0.0

Overtime

Position	# Positions	Total Amount	Comments
Investigative - Law Enforcement Officer	4	\$ 70,192	4 Investigators @ \$17,548 each
Total		<u>\$ 70,192</u>	

Services

Description and Quantity

Vehicle allowance	2	\$ 16,800	4 assigned for 2 allowances @ \$700/month/allowance
Total		<u>\$ 16,800</u>	

Other

Description

PE/PI/PS		\$ 50,000.00	Covert buy funds
Total		<u>\$ 50,000.00</u>	

Grand Total		<u>\$ 136,992.00</u>	
--------------------	--	----------------------	--

Sub Project Maintenance Form

Sub Project Request: New SubProject

Project Number : 38070

Sub Project Number : 1602

Sub Project Title (40 char) : WAMDT 2016 30 Char Left

Sub Project Abbv (15 char) : WAMDT 2016 5 Char Left

Sub Project Status : Active

Sub Project Division : Police

Scheduled Start Date : 1/1/2016 <= Double Click Date Cells

Scheduled Ending Date : 12/31/2017 <= Double Click Date Cells 20171231

Actual Start Date : 1/1/2016 <= Double Click Date Cells 20160101

Actual Ending Date : 12/31/2017 <= Double Click Date Cells 20171231

GLACCOUNT#	Account Description	Need Setup	Add/Delete	Add to PCARD
2930.0993.4309.01	Federal Grant-Operational		Add	
2930.2960.5120.00	Personnel Svcs - Contra		Add	
2930.2960.5379.07	Confidential - HIDTA PEPI		Add	
2930.2960.5802.00	Vehicles and equipment		Add	

Description/Justification of Request

Setup subproject to track 2016 federal funding for Western Arkansas Mobile Deployment Team (WAMDT).


Requested By

Entered By

Establish revenue and expense budgets in Project Accounting to track federal funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) Initiative for Fayetteville's portion of the Western Arkansas Mobile Deployment Team (WAMDT).

RESOLUTION/ORDINANCE[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 226 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0010

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

RESCUE PHONE, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A CRISIS RESPONSE SYSTEM FROM RESCUE PHONE, INC. IN THE AMOUNT OF \$22,985.00 PLUS APPLICABLE TAXES FOR USE BY THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the existing crisis response system used by the Police Department is more than twenty years old and the company that supplied the system no longer makes replacement parts which makes repairs difficult; and

WHEREAS, the system supplied by Rescue Phone, Inc. is used by other law enforcement agencies in Northwest Arkansas and will increase interoperability during large scale events; and

WHEREAS, Rescue Phone, Inc. sells directly to law enforcement agencies and is the sole source provider of the products that will best meet the needs of the Police Department.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where formal competitive bidding is not feasible or practical and, therefore, waives the requirements of formal competitive and authorizes the purchase of a Crisis Response System from Rescue Phone, Inc. in the amount of \$22,985.00 plus applicable taxes for use by the Police Department.

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

City of Fayetteville Staff Review Form

2016-0010

Legistar File ID

2/2/2016

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

Greg Tabor

12/18/2015

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a bid waiver for the purchase of a Crisis Response Command System from Rescue Phone, Inc in the amount of \$22,985 plus tax and approval of a budget adjustment in the amount of \$2,684.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

Fund

02062-1

Specialized Police Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 39,852.00

Funds Obligated \$ -

Current Balance **\$ 39,852.00**

Does item have a cost? Yes

Item Cost \$ 25,226.04

Budget Adjustment Attached? Yes

Budget Adjustment \$ 2,684.00

Remaining Budget **\$ 17,309.96**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: December 18, 2015

SUBJECT: Bidder Waiver to Purchase Crisis Response Command System

RECOMMENDATION:

Staff recommends approval of a bid waiver for the purchase of a Crisis Response System from Rescue Phone, Inc. in the amount of \$22,985 plus tax and approval of a budget adjustment in the amount of \$2,684.

BACKGROUND:

The existing Crisis Response System is over twenty years old and obsolete. The system has experienced critical failures during operations which compromised the safety of officers involved and delayed the resolution of the event. The company of the existing equipment no longer supplies replacement parts which makes repairs difficult.

DISCUSSION:

The new Crisis Response System will utilize digital technology and allow negotiators to use the most up-to-date tactics. The new system is used by other law enforcement agencies in the area and will increase our interoperability during a large scale event.

BUDGET/STAFF IMPACT:

This purchase is budgeted within the Specialized Police Equipment project (#02062-1) of the Capital Improvements Program and federal forfeitures. Savings recognized from the automated external defibrillator (AED) and speed display signs projects will be used to supplement the cost of this purchase. There is no staffing impact associated with this purchase.

Attachments:

- Budget Adjustment
- Sole Source Justification
- Purchase Request

SOLE SOURCE JUSTIFICATION

PURPOSE:

This form, with one or more categories completed, must accompany purchase requisitions for the sole source procurement of equipment, services or supplies exceeding \$1000 (purchased from State Contract vendors excepted). The purpose of sole source justification is to show that competitive bidding is impractical because only one product or service provider can meet a specific need. Therefore, an equitable evaluation of comparable products or services must be made and documented by the requester who shows that rejection of other products or services is based solely on their failure to meet that need. In cases where no other comparable source can be identified, a technical description of the product requested and a listing of those companies which were considered as alternative sources must be provided. Quality can be a subjective evaluation based upon opinion. Municipal (public) procurement law requires price considerations be evaluated via competitive quoting or bidding.

While all sole source justifications are subject to review, sole source justified purchases of \$20,000.00 or more must be publicly bid or a bid waiver approved by Council. Justifications must contain clear, in-depth, and accurate information in order to avoid protests and the possibility of delaying the procurement.

INSTRUCTIONS:

1. Please type or print legible in ink.
2. Complete all categories and sections that apply.
3. Provide full explanation, complete descriptions, and/or list all relevant reasons where space has been provided. Sole Source Justification forms lacking sufficient detail cannot be approved.
4. Sign and date the form in the space provided for "signature".
5. Improperly completed, and/or unsigned forms will be returned to the sender.

TO:	Purchasing Division	Date:	<u>12/13/2015</u>
FROM:	<u>Willie Newman</u>	Dept:	<u>Police</u>
	Names of Requisitioner and Dept. Head		
SUBJECT:	Sole Source Justification		
	Purchase Requisition _____ (attached)		
	Proposed Vendor <u>Rescue Phone, Inc</u>		
	Product Description <u>Crisis Response Command System</u>		

STATEMENT

I am aware that Fayetteville Code of Ordinances, Title III Administration, Chapter 34, Article II mandates that the procurement of services, materials, equipment and supplies be via competitive quotes whenever the amount is over \$1,000.00. However, I am requesting sole source procurement based on the following criteria. (Attach additional sheets as necessary):

1. The requested product is an integral repair part or accessory compatible with existing equipment. (please state the manufacturer and model number of existing equipment):

2. The requested product has special design/performance features which are essential to my needs.

Both A and B portions of this category must be completed.

- A. These features are:

The crisis response command system provides a secure communication link between a suspect and our crisis negotiators during hostage and/or barricade events.

- B. In addition to the product requested, I have contacted other suppliers and considered their product of similar capabilities. I find their product unacceptable for the following reasons (identify companies contacted, individuals contacted, model number and specific technical deficiency).

Suppliers contacted include Rescue Phone, Technologies 386 and Direct Link. From discussions with these suppliers and other LE agencies, we have determined the product provided by Rescue Phone to be the best option for our Department. Furthermore, this system is used by other law enforcement agencies in the area and will increase our interoperability during large scale events.

3. I have standardized the requested product/service; the use of another would require considerable time and money to evaluate.

Explain: _____

4. The requested product is one which I (or my staff) have specialized training and/or extensive experience. Retraining would incur substantial cost in money and/or time.

Explain: _____

5. Please consider sole source approval for this reason(s) (e.g. trade-in allowance; availability of services, parts and maintenance; product is a prototype; inventory of parts are maintained, etc.):

Staff requests sole source approval to Rescue Phone, Inc. to provide our crisis response command system. Rescue Phone sells its products directly to law enforcement agencies. They have no distributors or sales representatives, and are the sole source for their products.

Authorization:

Full Name and Title of Requisitioner Willie Newman

Signature  (typed or printed in ink) Date 12/16/2015

Full Name of Division Head Chief Greg Tabor

Signature  (typed or printed in ink) Date 12-16-15

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:		1/5/2016		
Vendor #:		26396		Vendor Name:		Rescue Phone, Inc.		Mail ☐ YES ☒ NO		Legistar#: 2016-0010 Expected Delivery Date:	
Address: 2146 priest Bridge Ct., Ste. 3						FOB Point:		Taxable ☒ YES ☐ NO			
City:		Crofton		State:		MD		Zip Code: 21114		Ship to code:	
Requester: W. Newman						Requester's Employee #:		2888		Extension: 3579	
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #		
1	Rescue Phone Quad Crisis response Module-WS-TC	1	ea	6,495.00	\$6,495.00	1010.2920.5801.00	33046-1		300988		
2	Rescue Phone Video command System	1	ea	14,995.00	\$14,995.00	4470.9470.5801.00	02062-1		300988		
3	Rescue Phone Cellular Response Console	1	ea	1,495.00	\$1,495.00	4470.9470.5801.00	02062-1		300988		
4					\$0.00						
5					\$0.00						
6					\$0.00						
7					\$0.00						
8					\$0.00						
9					\$0.00						
10					\$0.00						
*	Shipping/Handling		Lot		\$0.00						
Special Instructions:							Subtotal: <u>\$22,985.00</u> Tax: <u>\$2,241.04</u> Total: <u>\$25,226.04</u>				
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director:  Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____											

Rescue Phone, Inc.

2146 PRIEST BRIDGE COURT, SUITE 3 CROFTON, MARYLAND 21114
TELEPHONE: 410-451-7300 FAX: 410-451-1452 TOLL FREE: 800-737-2832
www.RescuePhone.us EMAIL: info@RescuePhone.us
FEIN/TIN 52-1864804 CAGE CODE: 09UP4 DUNS: 87-711-3852

November 20, 2015

Willie Newman
Fayetteville Police Department
100-A West Rock Street
Fayetteville, Arkansas 72701

In response to your request, I am submitting the following price quote for Rescue Phone® products. Rescue Phone, Inc. sells its products directly to law enforcement agencies. We have no distributors or sales representatives. Rescue Phone, Inc. is the sole source for its products. All Rescue Phone® products are covered by a five year warranty. If you have any questions or concerns, please e-mail or call.

Pricing and ordering information for our hostage negotiator telephone systems are as follows:

RESCUE PHONE QUAD™ CRISIS RESPONSE MODULE-WS-TC	\$ 6,495.00
RESCUE PHONE VIDEO COMMAND SYSTEM	\$14,995.00
RESCUE PHONE CELLULAR RESPONSE CONSOLE	\$ 1,495.00
	\$22,985.00

Savings recognized from the automated external defibrillator (AED) and speed display signs project will be moved to supplement the cost of the crisis response system purchase within the Specialized Police Equipment project.

RESOLUTION/ORDINANCE

POSTED:

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 235 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0034

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

WEST AVENUE PARKING LOT - DEVELOPMENT CONSIDERATION:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO CONSIDER PROPOSALS FOR THE DEVELOPMENT AND IMPROVEMENT OF THE CITY'S 2.8 ACRE PROPERTY AT THE SOUTHWEST CORNER OF WEST AVENUE AND DICKSON STREET CURRENTLY USED AS THE WEST AVENUE PARKING LOT

WHEREAS, the West Avenue Parking Lot was identified in the 2004 Downtown Master Plan as a "strategic location for infill development...with a parking garage and mix of uses lining the structure"; and

WHEREAS, interest has been expressed to the City by multiple parties for the development of this property and the City desires to conduct an open, transparent, and equitable process for considering development proposals.

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 expresses its intent to consider proposals for the development and improvement of the City's 2.8 acre property at the southwest corner of West Avenue and Dickson Street, which is currently used as the West Avenue Parking Lot.

City of Fayetteville Staff Review Form

2016-0034

Legistar File ID

2/2/2016

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

Jeremy Pate

1/15/2016

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution expressing the City Council's intent to consider the development and improvement of the City of Fayetteville's 2.8-acre property at the southwest corner of West Avenue and Dickson Street, known as the West Avenue Parking Lot

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 02, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: January 14, 2016

SUBJECT: West Avenue Parking Lot – Development Consideration

RECOMMENDATION:

A Resolution expressing the City Council's intent to consider the development and improvement of the City of Fayetteville's 2.85-acre property at the southwest corner of West Avenue and Dickson Street, known as the West Avenue Parking Lot

BACKGROUND:

In the early 1990s the City developed a 290-space surface parking lot at the southwest corner of Dickson Street and West Avenue, with the primary goal of providing parking for the new Walton Arts Center that opened in 1992 and the reviving Dickson Street entertainment district. According to Tony Wappel's *Once Upon Dickson*, the property was first developed in 1885 as a wholesale grocery store. After several expansions, changes of ownership and the addition of private switch yards and loading docks along West Avenue, the business changed from Fayetteville Grocer Company to Ozark Grocer Company. Eventually the Ozark Grocer Company closed in 1968. Following its closure, the building was used for storage and transfer along the railroad. The historic grocer building burned in 1974. In the 1970's and 80's the lot, which contained a portion of Town Branch creek traversing the site flowing from the northeast corner to the southwest, became overgrown with vegetation and according to reports was a place for unsavory characters and "mischievous deeds." After the Walton Arts Center was completed the City made the decision to clear the site, fill it in and construct the parking lot. Dickson Street was a very different place before the Walton Arts Center began to transform the Entertainment District into what we know it as today.

The site today is much like it was last developed in the 1990s; it contains 290 parking spaces, a large underground storm drain system, and is accessed via both Dickson Street and West Avenue. Along the western boundary is the Arkansas-Missouri railroad, still an active freight and excursion passenger line, and the Scull Creek Trail, part of the 36-mile Razorback Greenway. A small stone grotto with fish ponds was developed when the parking lot was constructed, using stone from the ruins of the Ozark Grocer building. The water for this pond system is piped from natural springs occurring east of the property underneath the Walton Arts Center. It is also the site of multiple festivals and outdoor performances throughout the year, the largest of which is the annual Bikes, Blues and BBQ festival, drawing thousands of citizens and visitors to the Entertainment District each fall. Parking today in this lot draws an annual revenue of

approximately \$433,000 from daily paid parking, tickets and event parking associated with large Walton Arts Center performances.

This property was featured and discussed extensively during the development of the Downtown Master Plan adopted in 2004. This site was identified as a “strategic location for infill development...with a parking garage and mix of uses lining the structure.” Concepts were developed to complete the street edges along Dickson and West, and to “create an urban street scene” along the southern edge of the lot which faces Nadine Baum Studios and the mixed-use Metro District buildings.

In 2007 the City issued a Request for Proposals for a public-private partnership to develop the subject property. A proposal was selected and a development agreement negotiated to construct two parking structures and a mixture of retail/commercial liner buildings. However, the construction of the development agreement did not pass legal review tests for a variety of reasons. About this time, the “Great Recession” hit our region along with the rest of the nation, and talks on this project ceased.

In 2014 and 2015, two major expansions impacting this property began. The City broke ground on a 235-space parking deck serving the Entertainment District, along with an administrative office building replacement and expansion for the Walton Arts Center. In 2015, the Walton Arts Center began a \$23 million expansion and renovation project. The parking deck project was completed in October of 2015, and construction on the expansion and renovation is scheduled for completion near the end of 2016.

DISCUSSION:

In December the Mayor communicated that he would be bringing to the City Council a Resolution of Intent to determine if the Council is interested and willing to consider development proposals on the property. As you are aware, the opening of the Spring Street Parking Deck in October has provided additional parking capacity in the downtown entertainment district. Because of the successful completion of this important piece of infrastructure in the Dickson Street area, the City has received renewed interest from multiple parties in the potential for re-development of the West Avenue Parking lot at the corner of Dickson and West. The Mayor’s Office has spoken to a number of interested parties whose proposals vary dramatically in impact to the property, scale of development, and financial consideration. A primary factor in all of these conversations, from the mayor’s perspective, is to not reduce parking capacity. Rather, if the property is to be developed in accordance with the adopted Downtown Master Plan and continue to support the growing arts, entertainment, retail and residential uses now occurring in our thriving downtown, proposals need to find a way to replace and/or expand public parking.

In an effort to conduct an open, transparent, and equitable process, the Mayor decided to bring forward this item to get the Council involved in the conversation early; after all, Dickson Street’s influence and impact is greater than its physical area, for residents and visitors alike. Long considered the heartbeat of the region, Dickson Street and the surrounding area is a valuable asset to the City, and the development of this property should be taken deliberately with all due consideration. Should the Council be interested in considering private development proposals, we are recommending that you pass a Resolution of Intent thus beginning a Request For Proposal process with a clear schedule and questions to be answered, such as: how parking is proposed to be replaced or enhanced, how a proposal fits with the Downtown Master Plan, how current festival and event venue space is to be managed, proof of financial feasibility, purchase/lease proposals, and a timetable for development, among other items.

We welcome the Council's input in this process and look forward to the public dialogue on the future of this important property in our Downtown Entertainment District.

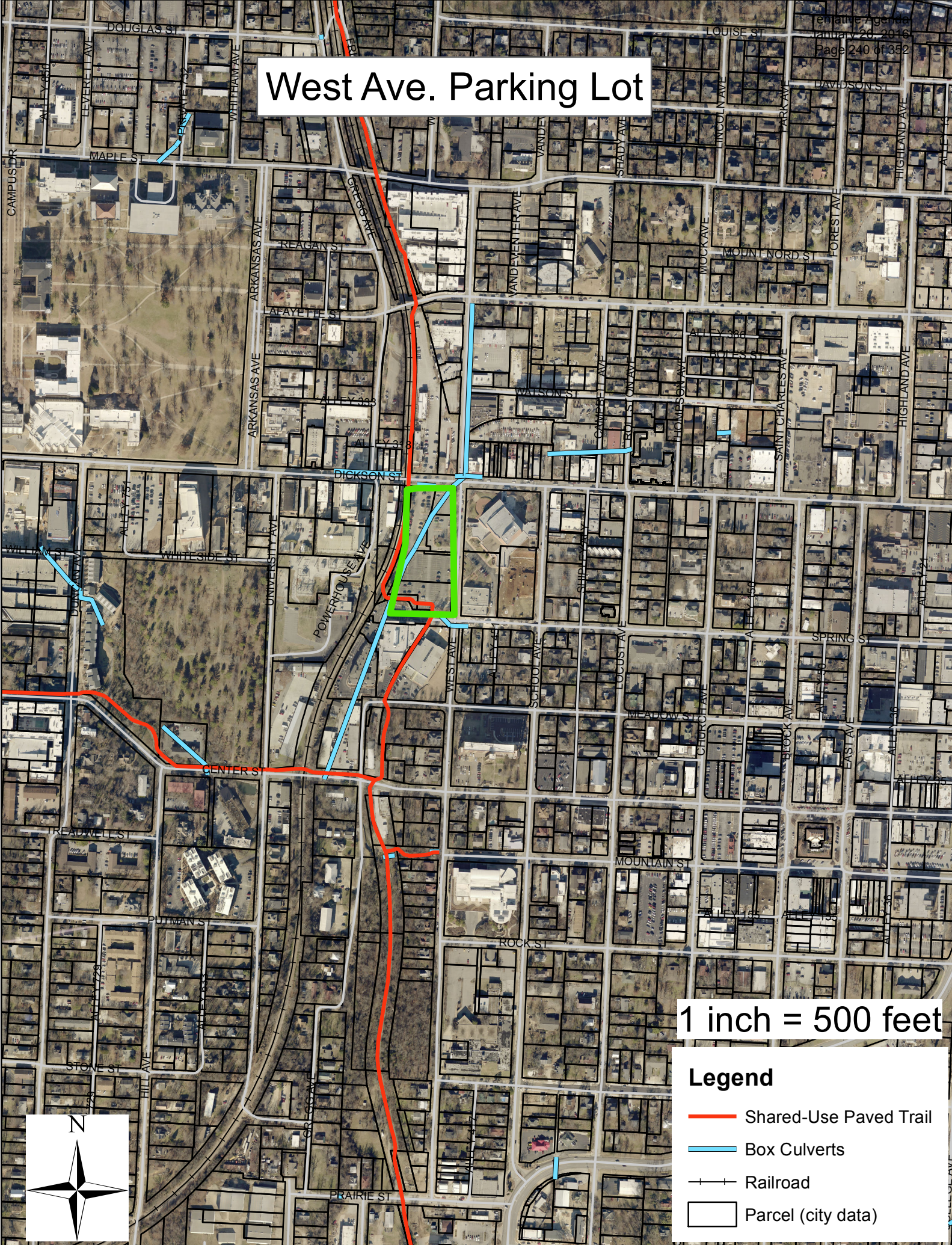
BUDGET/STAFF IMPACT:

At the direction of the Mayor, staff will develop a Request for Proposals and advertise for responses. Jeremy Pate will lead this process with the assistance of appropriate staff as needed. A selection committee of the Council as a whole is proposed to be developed to consider valid proposals, and to make any final decisions to move forward on parts of, all of or none of the proposals received.

Attachments:

Downtown Master Plan documents

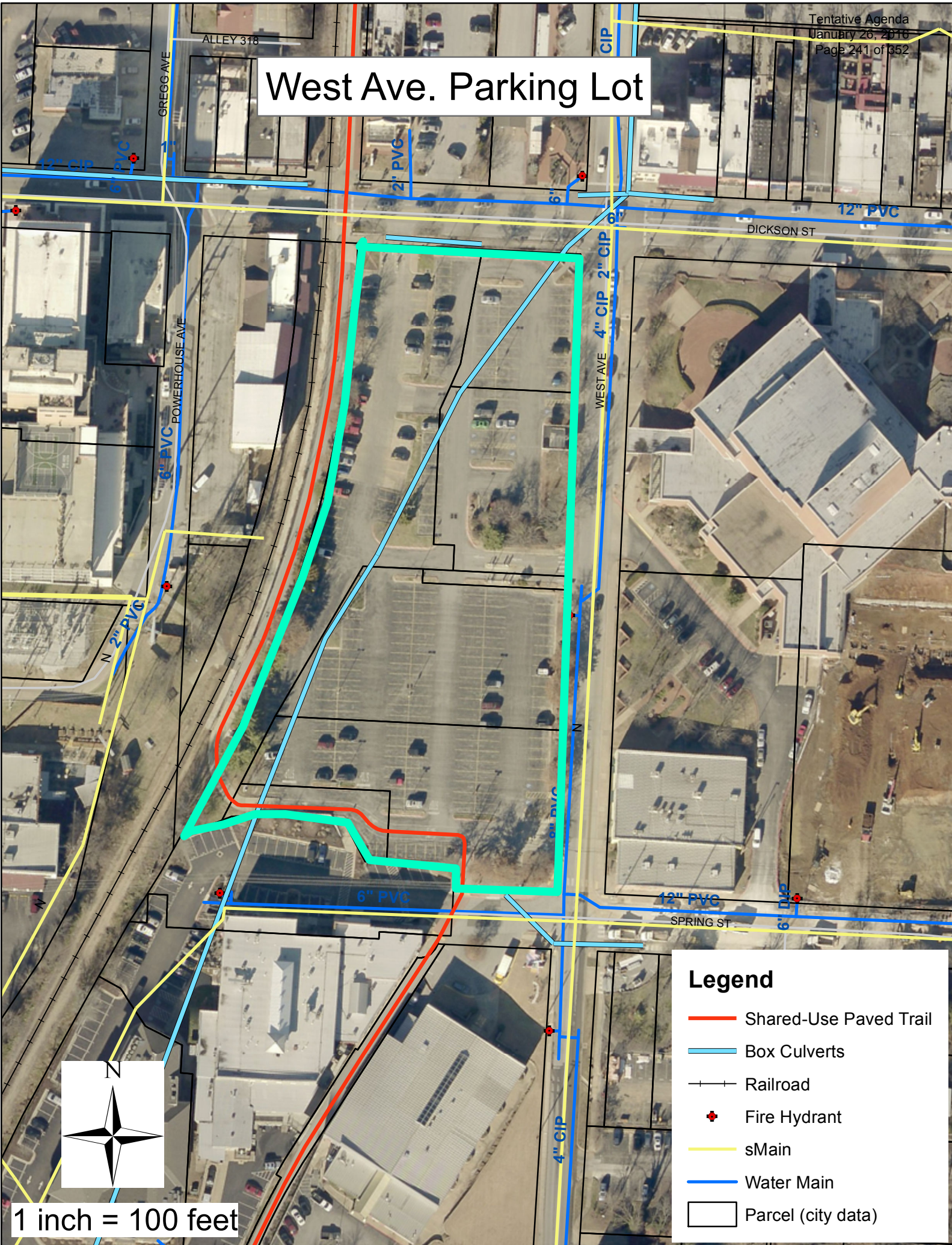
West Ave. Parking Lot



1 inch = 500 feet

- Legend**
- Shared-Use Paved Trail
 - Box Culverts
 - Railroad
 - Parcel (city data)

West Ave. Parking Lot



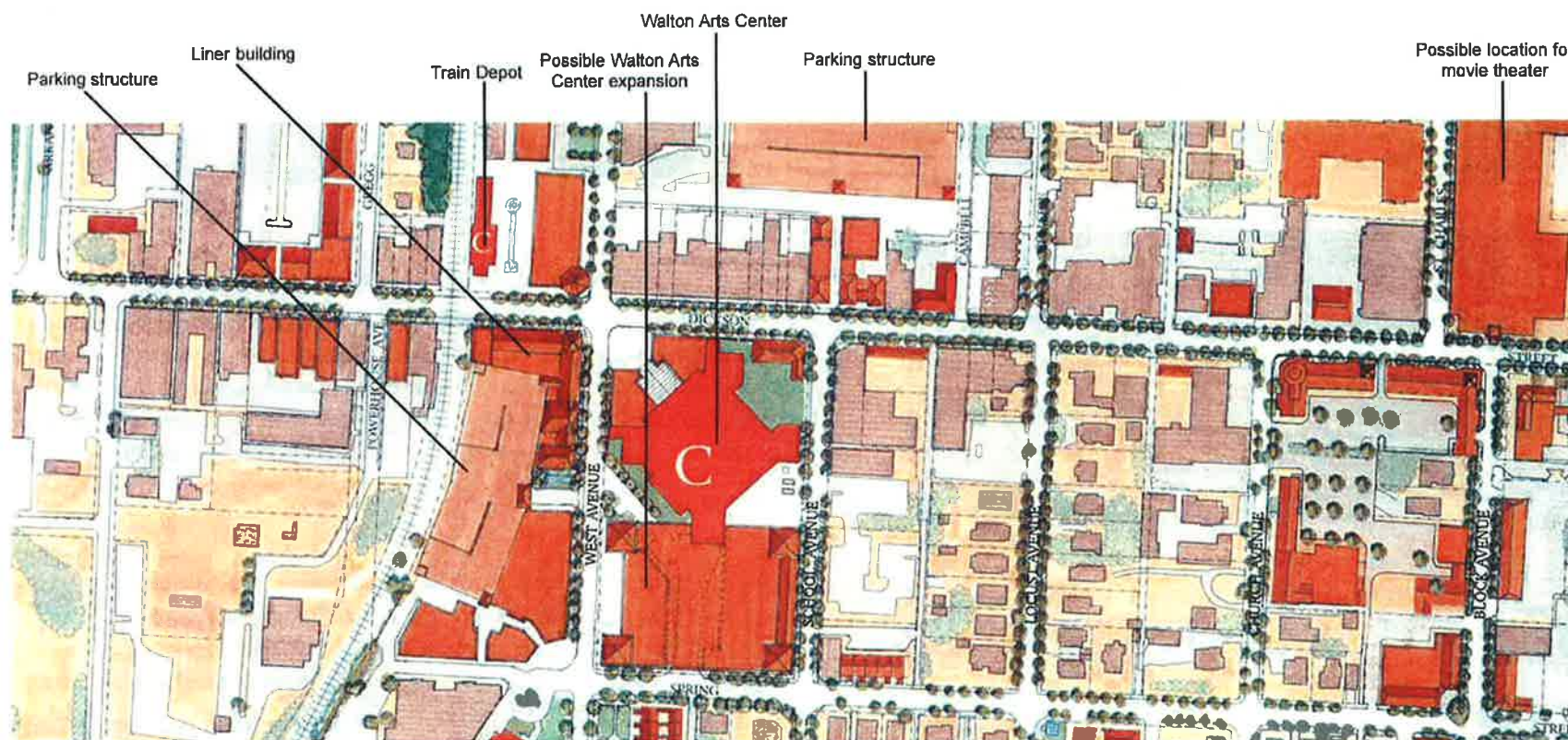
1 inch = 100 feet

Legend

- Shared-Use Paved Trail
- Box Culverts
- Railroad
- Fire Hydrant
- sMain
- Water Main
- Parcel (city data)

Dickson Street is the social and entertainment backbone of Downtown. A mix of shops, restaurants, bars, and civic institutions are located along the street. The area has experienced recent reinvestment with the construction of the "Three Sisters" Building and other new developments and rehabilitation projects. In addition, the completion of recent street and infrastructure improvements have improved the street's physical form and character as a pedestrian-friendly area. The Downtown Master Plan provides for continued infill development and location of entertainment activities along Dickson Street.

The portion of Dickson Street from West Avenue to Block Avenue is highlighted in the plan as a centerpiece of the Cultural and Entertainment Overlay District. Specific sites for infill development are noted. The buildings are to front the street and are to create a walkable environment that connects the destinations north and south of Dickson Street. Parking is to be located both along the street and behind the buildings in parking garages.



A Parking Lot Transformed

The City parking lot adjacent to the Walton Arts Center is a strategic location for infill development. The natural spring is to be preserved and protected and the lot is to be redeveloped as a parking garage with a mix of uses lining the structure. By doing so, the street edges are to be completed along Dickson Street. In addition, the southern edge of the lot which faces the Nadine Baum Studios, and recently developed mixed-use building, will create an urban street scene where buildings face buildings. West Spring Street will become whole again.



W. Spring Street [at Nadine Baum Studios] today.



W. Spring Street [at Nadine Baum Studios] tomorrow.



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 244 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0031

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5268 FOR APPROXIMATELY 0.53 ACRES LOCATED NORTH OF 812 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to RSF-18, Residential Single Family, 18 units per acre

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0031

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/15/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 15-5268: Rezone (NORTH OF 812 S. COLLEGE AVE./CAMERON, 563): Submitted by INFILL GROUP, INC. for properties NORTH OF 812 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.53 acres. The request is to rezone the properties to RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 2, 2016

TO: Mayor, Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: January 15, 2016

SUBJECT: **RZN 15-5268: Rezone (NORTH OF 812 S. COLLEGE AVE./CAMERON, 563):** Submitted by INFILL GROUP, INC. for properties NORTH OF 812 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.53 acres. The request is to rezone the properties to RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to RSF-18, Residential Single Family, 18 units per acre.

BACKGROUND:

The subject property contains approximately 0.53 acres located in the Walker Park Neighborhood north of 812 S. College Avenue and 943 Washington Avenue. The property is undeveloped and wooded and is zoned NC, Neighborhood Conservation. The applicant requests to rezone the property to RSF-18, Residential Single Family Eighteen Units per acre as shown on Exhibits 'A' and 'B' (attached). The applicant has indicated intention to develop the property with single family homes.

Surrounding Land Use Compatibility: The proposed zoning is compatible with the surrounding single family residential properties to the north, south, and east, and the Fayetteville Senior Center to the west. The proposal would allow additional single family homes to be developed in this neighborhood that is in the process of being redeveloped and revitalized primarily with an influx of new, smaller single family detached homes. A variety of lot sizes and densities within the same neighborhood helps contribute to a complete neighborhood with a variety of housing options and price points.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as *Complete Neighborhood Plan: Walker Park Neighborhood*. The plan sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood. The Walker Park Illustrative Plan (attached) shows small-lot single family detached homes and a community garden in this vicinity.

DISCUSSION:

On January 11, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval by a vote of 9-0-0. At the meeting one property owner spoke against the request, discussing that the rezoning would adversely impact the character of the neighborhood and cause adverse traffic impacts.

BUDGET/STAFF IMPACT:

N/A

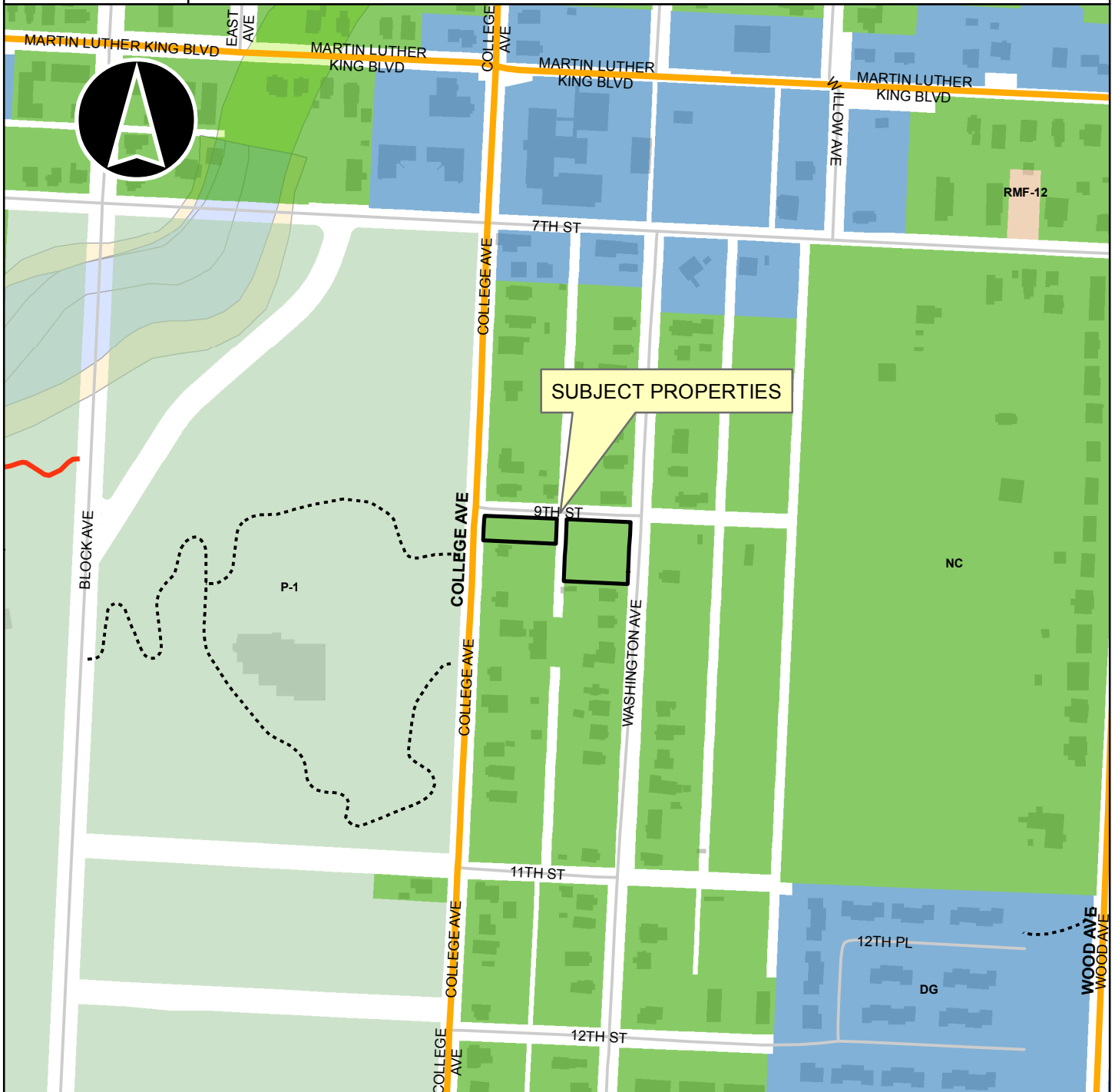
Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 15-5268

Close Up View

CAMERON



Legend

- RZN15-5268
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area

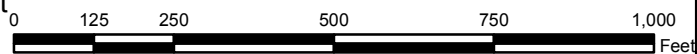


EXHIBIT 'B'
15-5268

Legal Description of Property

Parcel 765-15672-000

Tract 1: Lots 1 and 2, Block 2, Glenwood Park Addition, Fayetteville, Washington County, Arkansas as shown on plat records 4 at Page 64, and 5 at page 51, subject to right-of-way/easements and restrictions of record, if any. No warranty or representation is made to any mineral interest on the aforementioned property.

Parcel 765-05697-000 & 765-05698-000

Tract 2: Lots 52, 53, 54, 55, and 56, Block 2, Glenwood Park Addition, Fayetteville, Washington County, Arkansas as shown on plat records 4 at Page 64 and 5 at Page 51. Subject to right-of-way/easements and restrictions of record, if any. No warranty or representation is made to any mineral interest on the aforementioned property.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name:

Address:

E-mail:

Phone:

()

()

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: Infill Group

Matthew Petty

Address: 100 West Center Street, Suite 202

Fayetteville, AR 72701

E-mail: matthew@infillgroup.com

Phone:

(479) 595 - 8703

()

Fax:

()

Site Address / Location: Multiple addresses: vacant parcels on the south side of 9th Street between
College Avenue and Washington Avenue

Current Zoning District: NC

Requested Zoning District: RSE-18

Assessor's Parcel Number(s) for subject property: 765-05672-000, 765-05697-000, 765-05698-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

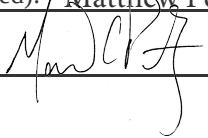
James Stephen Cameron

Zara Niederman

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Matthew Petty

Date: 11/30/2012

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): James Stephen Cameron

Address: 878 Mt. Riente Rd.

Signature: 

Hot Springs, AR 71913

Date: 11/30/2015 1:24 PM CST

Phone:

(870) 866-9567

Name (printed): _____

Address: _____

Signature: _____

Phone:

Date: _____

()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: January 11, 2016 *Updated with Planning Commission results*

SUBJECT: **RZN 15-5268: Rezone (NORTH OF 812 S. COLLEGE AVE./CAMERON, 563):** Submitted by INFILL GROUP, INC. for properties NORTH OF 812 S. COLLEGE AVE. The properties are zoned NC, NEIGHBORHOOD CONSERVATION and contain approximately 0.53 acres. The request is to rezone the properties to RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN 15-5268** to the City Council with a recommendation for approval.

BACKGROUND:

The subject property contains approximately 0.53 acres located in the Walker Park Neighborhood north of 812 S. College Avenue and 943 Washington Avenue. The property is undeveloped and wooded and is zoned NC, Neighborhood Conservation. The surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single family residential	NC, Neighborhood Conservation
South	Single family residential	NC, Neighborhood Conservation
East	Single family residential	NC, Neighborhood Conservation
West	Fayetteville Senior Center	P-1, Institutional

DISCUSSION:

Request: The applicant requests to rezone the property to RSF-18, Residential Single Family Eighteen Units per acre. The applicant has indicated intention to develop the property with single family homes.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

Streets: The subject parcels have access to College Avenue, 9th Street, Washington Avenue, and an unnamed public alley right of way. In this

location, College Avenue is an improved two-lane street with curb and gutter. In this location, 9th Street is an improved two-lane street with curb and gutter. In this location, the western half of Washington Avenue is improved with curb and gutter while the east side is open ditch and shoulder. Street improvements and dedication of right of way will be determined at time of development.

Water: Public water is available to the subject parcels. A 6" public main is located within the College Avenue and Washington Avenue rights of way.

Sewer: Sanitary Sewer is available to the subject parcels. An 8" public main is located within the Washington Avenue and 9th Street rights of way and a 6" public main is located within the College Avenue right of way.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. These parcels are not affected by the streamside protection ordinance, FEMA floodplain, or Hillside/Hilltop overlay districts.

Fire: This development will be protected by Engine 1 located at 303 W. Center Street. The Fire Department has not expressed concerns with this request.

Police: The Police Department have not expressed concerns with this request.

PLANNING COMMISSION ACTION: Required			
Date: <u>January 11, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Hoffman</u>			
Second: <u>Cook</u>			
Vote: <u>9-0-0</u>			
 CITY COUNCIL ACTION: Required			
Date: _____	☐ Approved	☐ Denied	

CITY PLAN 2030 FUTURE LAND USE PLAN:

The City Plan 2030 Future Land Use Plan map (FLUM) identifies this site as a **Complete Neighborhood Plan** being a part of the **Walker Park Neighborhood Plan**. The Walker Park Neighborhood Plan Illustrative Plan shows a concept of this site being developed for small-lot single family dwellings and townhouses (see attached). The plan generally sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Surrounding Land Use Compatibility:*** The proposed zoning is compatible with the surrounding single family residential properties to the north, south, and east, and the Fayetteville Senior Center to the west. The proposal would allow additional single family homes to be developed in this neighborhood that is in the process of being redeveloped and revitalized by the development community, primarily with an influx of new, smaller single family detached homes. A variety of lot sizes and densities within the same neighborhood helps contribute to a complete neighborhood with a variety of housing options and price points.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as ***Complete Neighborhood Plan: Walker Park Neighborhood***. The plan sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood. The Walker Park Illustrative Plan (attached) shows small-lot single family detached homes and a community garden in this vicinity.

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

Finding: The proposed rezoning is justified at this time as the proposed zoning will allow appropriate higher density, infill development in an area where it is encouraged, consistent with City policy.

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

Finding: The site has access to South College, 9th Street, and Washington Avenue, all partially improved local streets. The rezoning would allow an increase in density that would increase the potential traffic generation over the NC zoning. Given the existing surrounding grid street system that is highly connected, staff finds that traffic from development of this site can be accommodated without creating traffic danger and congestion. Street improvements to the adjacent street and alley system would be evaluated at the time of development.

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

Finding: The proposed rezoning would increase the potential population density over the existing zoning, but is unlikely to undesirably increase the load on public services. An analysis of impact to city services has been included in the

overall recommendation included throughout this staff report. The Police Department and Fire Department expressed no objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Existing and proposed zoning criteria
- Request letter and rezoning analysis
- Site survey
- Walker park Illustrative Map (overview)
- Walker Park Illustrative Map (close-up)
- Current land use map
- Future land use map
- Close up map
- One mile map

161.26 Neighborhood Conservation

(A) *Purpose.* The *Neighborhood Conservation* zone has the least activity and a lower density than the other zones. Although *Neighborhood Conservation* is the most purely residential zone, it can have some mix of uses, such as civic buildings. *Neighborhood Conservation* serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the *Neighborhood Conservation* district is a residential zone.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Limited Business *
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* 10 Units Per Acre.

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single Family	40 ft.
Two Family	80 ft.
Three Family	90 ft.

(2) *Lot area minimum.* 4,000 Sq. Ft.

(E) *Setback regulations.*

Front	A build-to zone that is located between the front property line and a line 25 ft. from the front property line.
Side	5 ft.
Rear	5 ft.
Rear, from center line of an alley	12 ft.

(F) *Building height regulations.*

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

(Ord. 5128, 4-15-08; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)

CHAPTER 161: ZONING REGULATIONS

161.10 District RSF-18, Residential Single-Family – Eighteen Units Per Acre

(A) *Purpose.* The RSF-18 Single-family Residential District is designed to promote and encourage the efficient development of single-family detached residences in a variety of densities.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	18 or less
----------------	------------

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single-family	30 ft.
Two-family	30 ft.

(2) *Lot area minimum.*

Townhouses:	
Individual lot	1,250 sq. ft.
Single-family	2,500 sq. ft.
Two-family	2,500 sq. ft.

(E) *Setback requirements.*

Front	Side	Side-Zero Lot Line*	Rear
A build-to zone that is located between the front property line and a	5 ft. on both sides	A setback of less than 5 ft. (zero lot line) is permitted on one interior side, provided a maintenance agreement is filed**. The remaining side	5 ft.

line 25 ft. from the front property line.		setback(s) shall be 10 feet.	
---	--	------------------------------	--

* A zero lot line is an alternative to the 5 foot building setback. Applicants should consult the International Building Code when locating a structure in close proximity to property lines and/or adjacent structures.

** At least 5 feet of maintenance area shall be provided along a structure that is within 5 feet of a property line. This may be provided through a perpetual maintenance easement on the adjacent property, or through a combination of a maintenance easement and private property. Walls, fences and customary yard accessories are permitted in the maintenance area.

(F) *Building height regulations.*

Building Height Maximum	35 ft.
-------------------------	--------

(G) *Building area.* The area occupied by all buildings shall not exceed 60% of the total lot area.

(H) *Minimum buildable street frontage.* 50% of the lot width for two-family dwellings.

Rezoning Application – additional items

Submitted 12/2/2015 for parcels: 765-05672-000, 765-05697-000, and 765-05698-000.

a) Current ownership information and any proposed or pending property sales.

The current owner James Stephen Cameron. There are no pending sales.

b) Reason (need) for requesting the zoning change.

The owner is planning to develop several single family structures on the property at a contextual and transit-ready density.

c) Statement of how the proposed rezoning will relate to surrounding properties in terms of land use, traffic, appearance, and signage.

The proposed rezoning is consistent with surrounding properties. In terms of land use, the surrounding properties are single family detached units. In terms of traffic, Washington Avenue, 9th Street, and College Avenue have excess capacity and will be unaffected by the development of approximately one half dozen dwelling units. In terms of appearance and signage, the design standards of RSF-18 will ensure that any new development is contextually sensitive to the existing neighborhood character.

d) Availability of water and sewer (state size of lines).

The eastern portion of the parcels are served by 8" sewer and 6" water lines, located in the street rights-of-way. The western parcel is served by 6" water and sewer lines in the College Avenue right-of-way.

e) The degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

The proposed zoning is consistent with City Plan 2030 and the Walker Park Neighborhood Master Plan. Given the surrounding land uses, RSF-18 allows for appropriate infill and advances Fayetteville's goal to grow a livable transportation network. RSF-18 will not allow multifamily or mixed-use development by right while allowing a transit-ready density to be developed in a contextual manner.

f) Whether the proposed zoning is justified and/or needed at the time of the request.

The proposed rezoning is needed to allow for a transit-ready cottage neighborhood development in the Walker Park neighborhood. It is justified by the proximity to a major transportation corridor (MLK), Walker Park, and the not-yet-restored status of Jefferson Elementary as a neighborhood center.

g) Whether the proposed zoning will create or appreciably increase traffic danger and congestion.

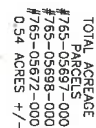
The proposed rezoning will not create a traffic danger or appreciably increase congestion. The proposed rezoning will allow for the construction of approximately one half dozen homes.

h) Whether the proposed zoning will alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

While the proposed rezoning will alter the population density, it will not undesirably increase the load on public services. The proposed rezoning allows for a transit-ready density of 18 du/acre. A moderate increase in density also increases the operating and/or maintenance efficiencies of public services: it allows more children to be bussed per mile and more residents to be served per linear foot of water or sewer line.

i) Why it would be impractical to use the land for any of the uses permitted under its existing zoning classification.

This item is not applicable to this request; the use units associated with the present zoning (single-family detached homes) are nearly the same as the proposed zoning.



VII

S. MATHIAS

English

[illegible]

19. 100%

3

ГЛАВНИКЪ НА ИЛИНДЕН

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 22ND DAY OF JUNE 2019.

A circular professional seal for a land surveyor in the state of Arkansas. The outer ring contains the text "REGISTERED PROFESSIONAL LAND SURVEYOR". Inside this, another ring says "STATE OF ARKANSAS". In the center, there is a signature in blue ink over the printed license number "LICENSE NO. 1862". To the left of the signature, it says "EXPIRES 1-1-2015".

IF THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND NOT BLIND IN COLOR THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAP HAS BEEN ALTERED. THE ABOVE CERTIFICATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.



1000

COLLEGE AND FBI OF PA
ATTEMULE, ARKANSAS

08/23/15	SCALE: 1"=20'
1. 2. 52-56	SURVEYED: GRA
2	M2
WOOD PARK	BY
	REVIEWED: DT
STEWART	
AS	



Bates & Associates, Inc.
24 E. Randolph / Los Angeles / California 90018

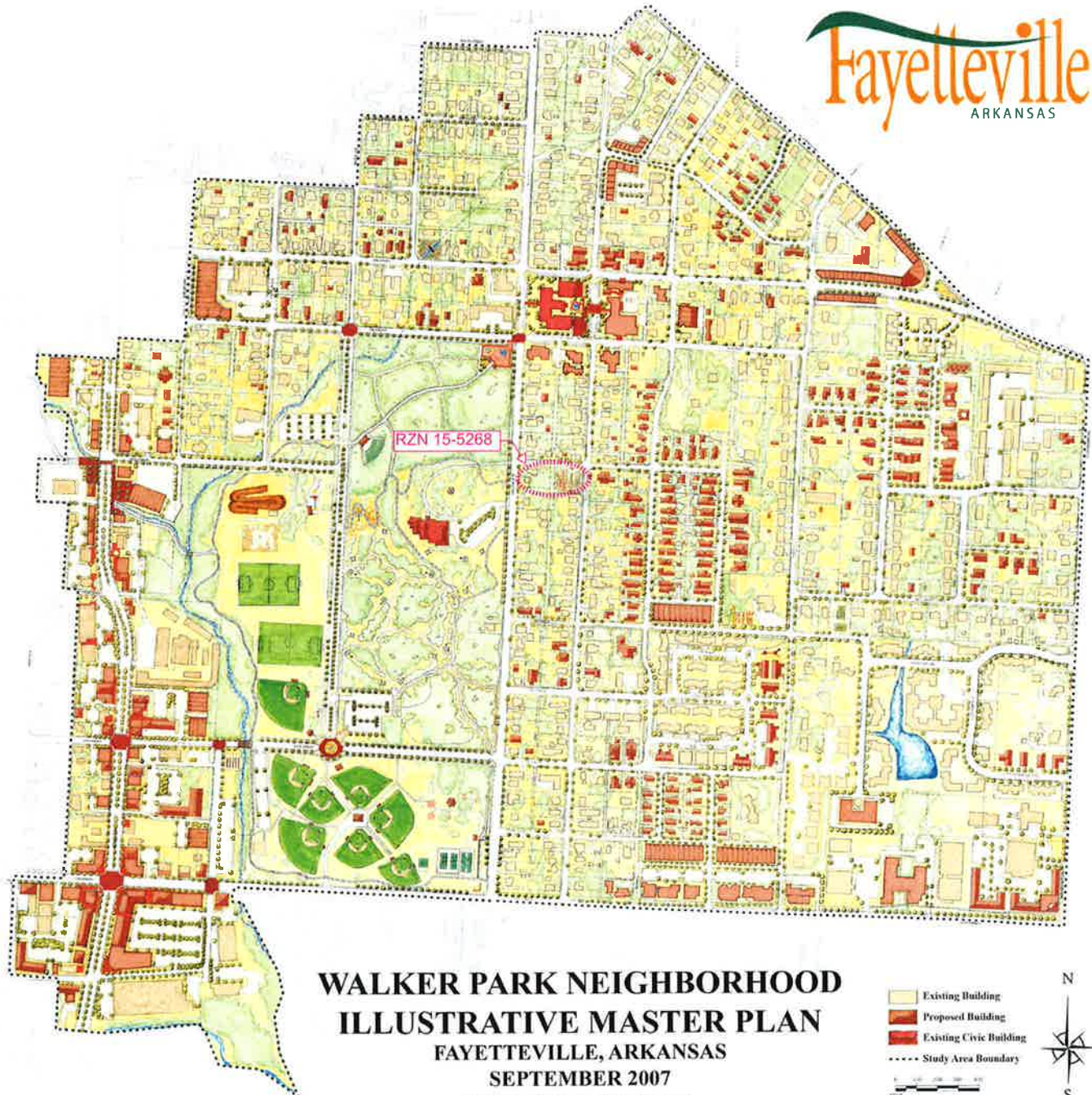
© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 409–412

LEGEND:

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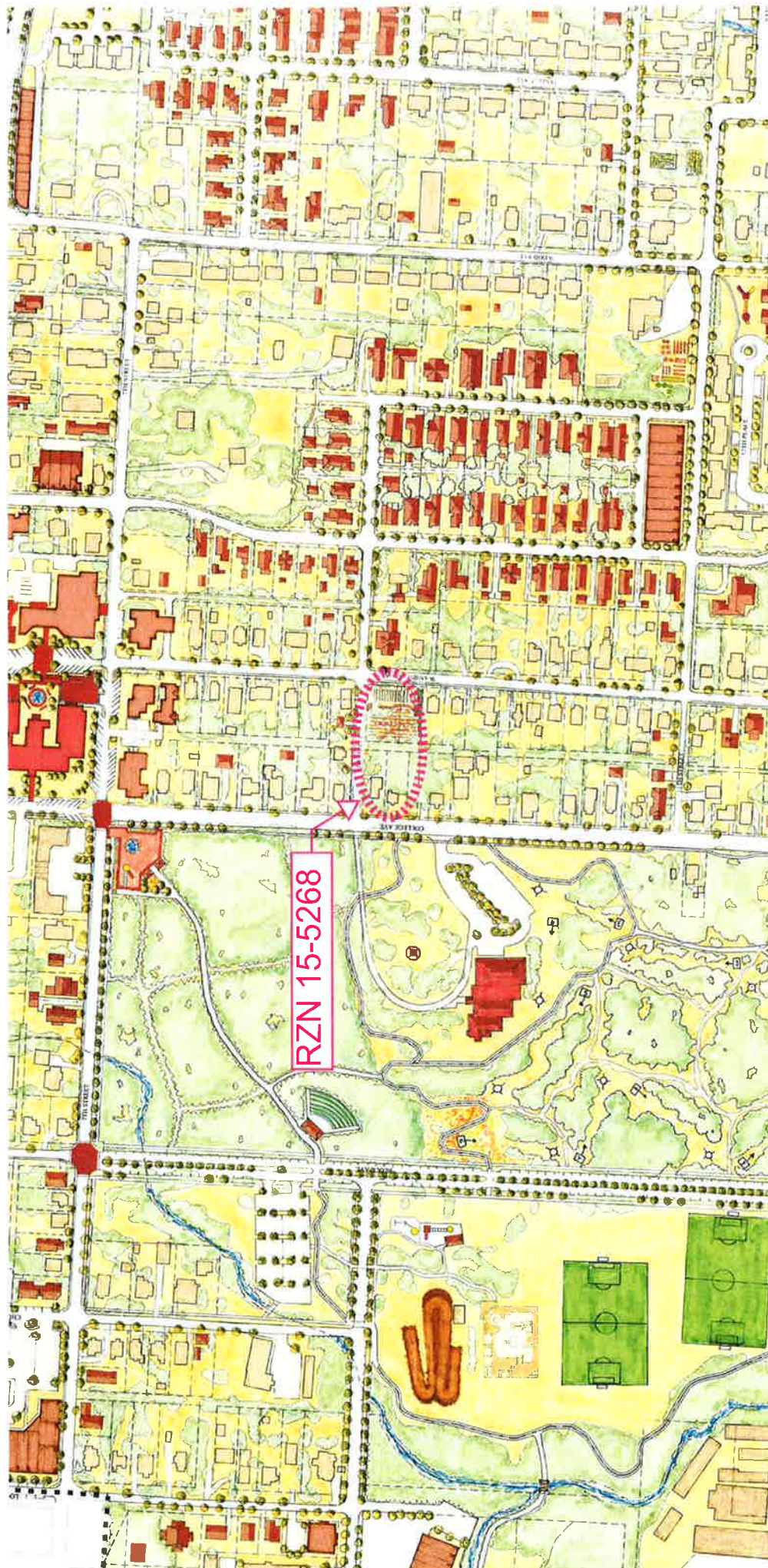
RECORDING NLSUBU.DAT



**WALKER PARK NEIGHBORHOOD
ILLUSTRATIVE MASTER PLAN
FAYETTEVILLE, ARKANSAS
SEPTEMBER 2007**

ADOPTED BY RESOLUTION NO. 19-08
FEBRUARY 5, 2008





RZN 15-5268

CAMERON

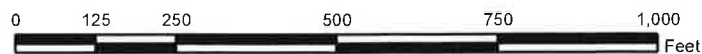
Current Land Use

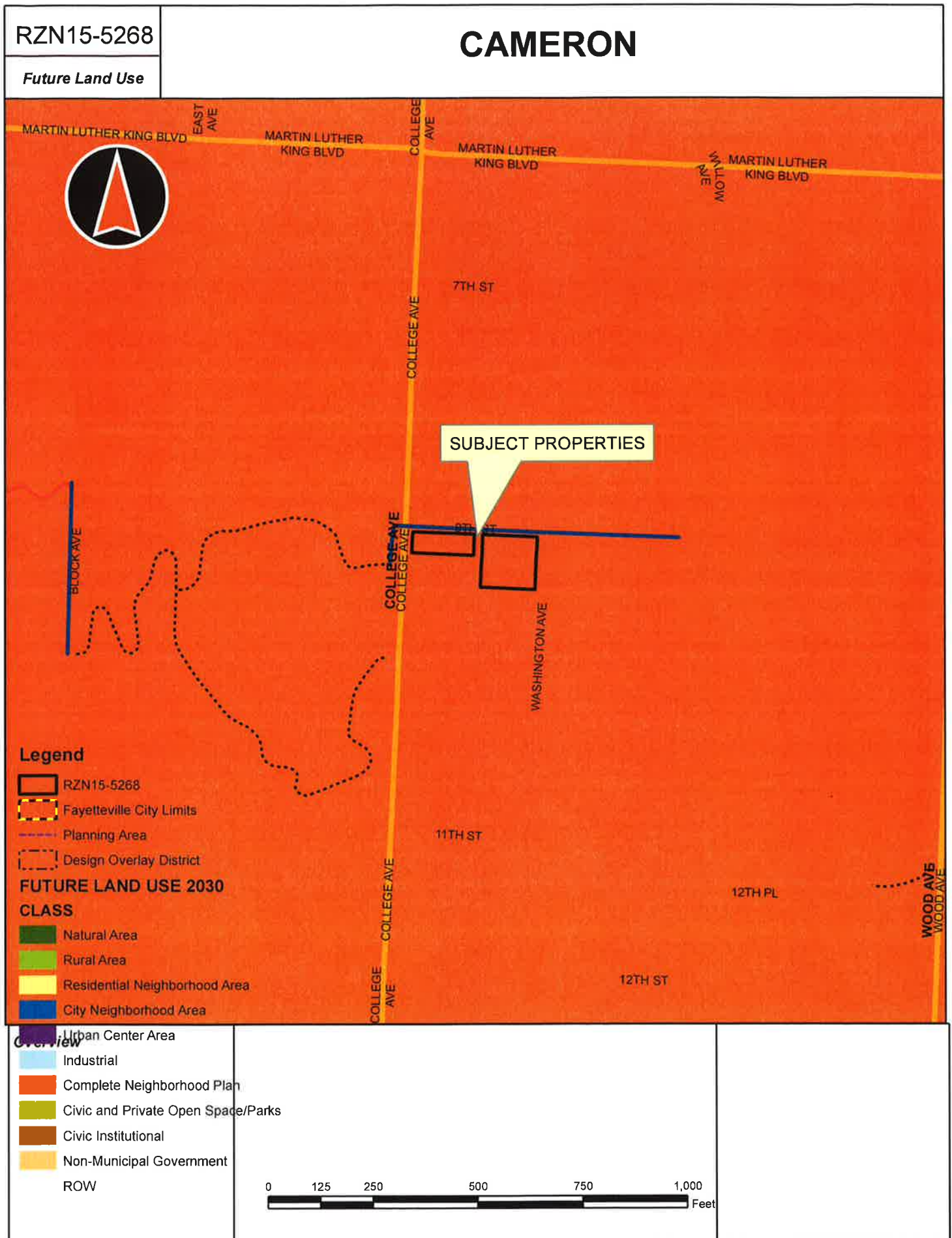


Legend

Overview

- RZN15-5268
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area





RZN 15-5268

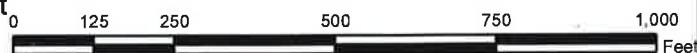
CAMERON

Close Up View



Legend

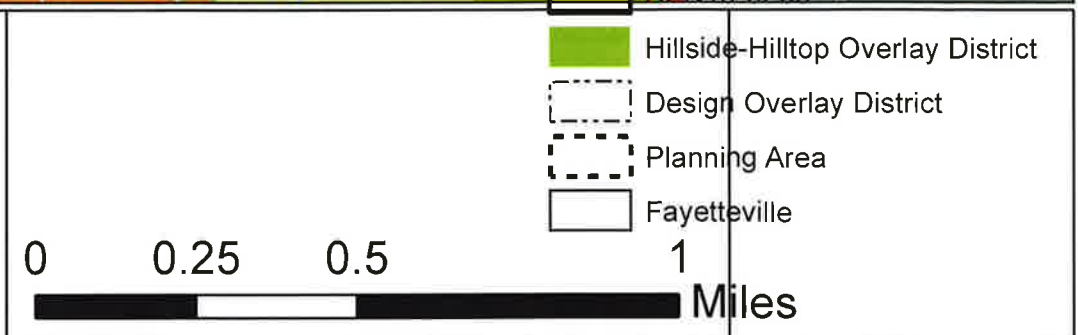
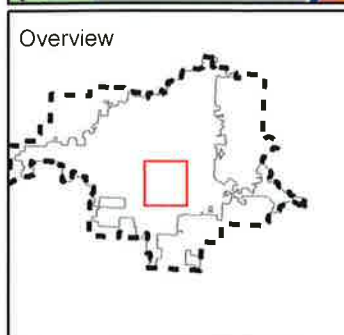
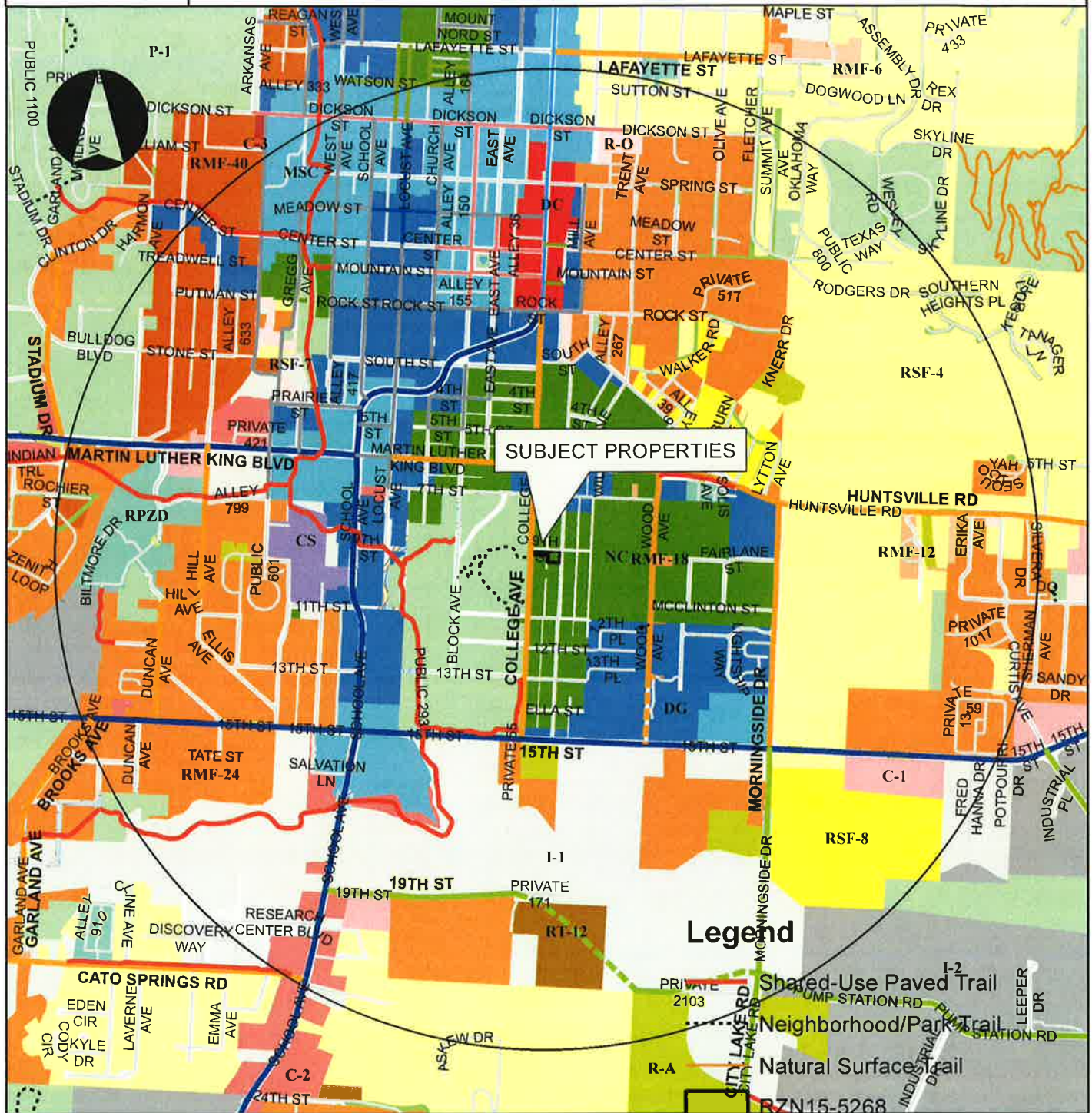
- RZN15-5268
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area



RZN 15-5268

CAMERON

One Mile View





City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 267 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0030

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

VAC 15-5277 (327 S. WEST AVE./HABITAT FOR HUMANITY, WASHINGTON COUNTY):

AN ORDINANCE TO APPROVE VAC 15-5277 SUBMITTED BY SPECIALIZED REAL ESTATE, INC. FOR PROPERTY LOCATED AT 327 SOUTH WEST AVENUE TO VACATE PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY

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 street and alley rights-of-way are not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates portions of street and alley rights-of-way as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
2. Any costs associated with relocation of or damage to utilities and new easement dedication shall be at the owner/developer's expense.
3. Revised legal descriptions and/or exhibits for the vacation shall be provided as needed prior to this item being placed on the City Council agenda. A new survey and legal description showing the Master Street Plan ROW at 21.5 feet from centerline of West Avenue is included as Exhibits A & B attached to the Planning Department's memo.

City of Fayetteville Staff Review Form

2016-0030

Legistar File ID

2/2/2016

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

Jeremy Pate

1/15/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5277: Vacation (327 S. WEST AVE./HABITAT FOR WASHINGTON COUNTY, 523): Submitted by SPECIALIZED REAL ESTATE, INC. for property located at 327 S. West Ave. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.08 acres. The request is to vacate portions of street and alley rights-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

DATE: January 15, 2016

SUBJECT: **VAC 15-5277: Vacation (327 S. WEST AVE./HABITAT FOR WASHINGTON COUNTY, 523):** Submitted by SPECIALIZED REAL ESTATE, INC. for property located at 327 S. West Ave. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.08 acres. The request is to vacate portions of street and alley rights-of-way.

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC 15-5277** with conditions.

BACKGROUND:

The property is located at 327 S. West Avenue. The property is currently developed with a single-family home that was built in 1946 and contains approximately 1,061 square feet. The home is currently in very poor condition. The property has excess platted right-of-way ROW on two sides, including:

- 19' (approximately) of excess street right-of-way (ROW) along the West Avenue frontage.
- 30' (approximately) of unused (formerly railroad) ROW on the west property boundary.

The applicant proposes vacation of portions of ROW as described above and depicted in exhibits 'A' and 'B', provided by the applicant, and (comprising approximately 3,049 square feet) to allow construction of a new single-family residence on the property.

DISCUSSION:

On January 11, 2016 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, with the following conditions:

Conditions of Approval:

1. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
3. Revised legal descriptions and/or exhibits for the vacation shall be provided as needed prior to this item being placed on the City Council agenda. *A new survey and legal*

description showing the Master Street Plan ROW at 21.5 feet from centerline of West Avenue is included as Exhibits A & B.

BUDGET/STAFF IMPACT:

N/A

Attachments:

CC Ordinance

Exhibit A

Exhibit B

Vacation Request Application

Planning Commission Staff Report

RIGHT-OF-WAY VACATION



Legend of Symbols & Abbreviations

- BOUNDARY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY (ROW)
- FENCE
- OVERHEAD POWER LINE
- WATER LINE
- GAS LINE
- SEWER LINE
- BUILDING SETBACK (BSR)
- FOUND MONUMENT (AS NOTED)
- SET 1/2" REBAR & CAP
- POWER POLE
- CHAD METER
- WATER METER
- P.O.B. POINT OF BEGINNING
- M.S.P. MASTER STREET PLAN

Miscellaneous Notes

STATE RECORDING NUMBER:

500-16N-30W-4-16-230-72-1532

COMPLETED FIELD WORK:

JULY 29, 2015

BASIS OF BEARING:

ARKANSAS STATE PLANE, NORTH ZONE, NAD 83

REFERENCE DOCUMENTS:

1. WARRANTY DEED FILED IN DEED BOOK 1311 AT PAGE 772.

2. SUBDIVISION PLAT FILED IN PLAT BOOK 4 AT PAGE 203.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AD" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0220F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Zoning & Setback Information

ZONED AS D-G
BUILDING SETBACKS:
FRONT - 25FT. BUILT TO ZONE, SIDE - NONE, REAR - 5FT.

Survey Description

VACATION AREA 1

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S13°06'26"E 61.21' TO A SET IRON PIN, THENCE N87°34'22"W 20.91' TO A SET IRON PIN, THENCE N13°45'26"W 61.43' TO A SET IRON PIN, THENCE S87°34'22"E 30.64' TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

RIGHT OF WAY TO BE VACATED 2

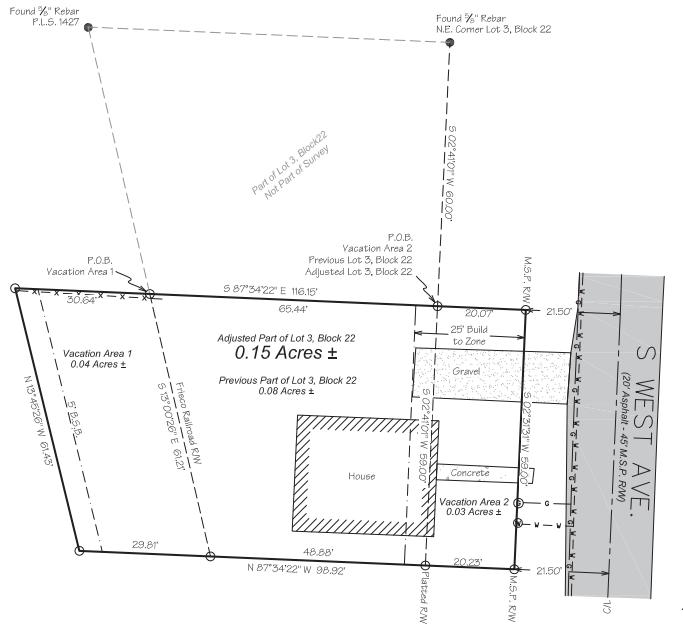
A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S87°34'22"E 20.07' TO A SET IRON PIN, THENCE S02°31'31"W 59.00' TO A SET IRON PIN, THENCE N87°34'16"W 20.23' TO A SET IRON PIN, THENCE N02°41'01"E 59.00' TO THE POINT OF BEGINNING, CONTAINING 0.03 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

ADJUSTED LOT 3, BLOCK 22

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S87°34'22"E 20.07' TO A SET IRON PIN, THENCE N87°34'22"W 98.92' TO A SET IRON PIN, THENCE S87°34'22"E 96.08' TO THE POINT OF BEGINNING, CONTAINING 0.15 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREVIOUS LOT 3, BLOCK 22

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S02°41'01"W 59.00' TO A SET IRON PIN, THENCE N87°34'22"W 48.88' TO A SET IRON PIN, THENCE N13°06'26"W 61.21' TO A SET IRON PIN, THENCE S87°34'22"E 65.44' TO THE POINT OF BEGINNING, CONTAINING 0.077 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

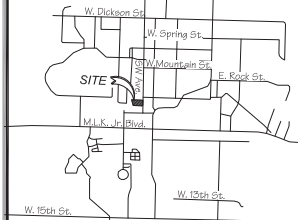


Tentative Agenda

January 26, 2016

Page 271 of 352

Vicinity Map



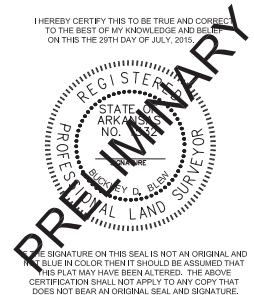
Utility Notes

THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 29TH DAY OF JULY, 2015.



THE SIGNATURE ON THIS SEAL IS NOT AN ORIGINAL AND 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.

BLEW & ASSOCIATES, PA CIVIL ENGINEERS & LAND SURVEYORS

524 W. SYCAMORE ST., SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization No 1534

DATE OF EXPIRATION	M.B.	7-30-2015	AUTHORIZED BY	W.L.	REVISED BY	W.A.
COUNTY & STATE	WASHINGTON COUNTY, ARKANSAS		YOUR SIGNATURE	15-726		

LOCATION: SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST

FOR THE TIME AND HONOR OF:

LESLIE
TABOR



EXHIBIT 'B'

15-5277

VACATION AREA 1

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' AND N87°34'22"W 65.44' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S13°00'26"E 61.21' TO A SET IRON PIN, THENCE N87°34'22"W 29.81' TO A SET IRON PIN, THENCE N13°45'26"W 61.43' TO A SET IRON PIN, THENCE S87°34'22"E 30.64' TO THE POINT OF BEGINNING. CONTAINING 0.041 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

RIGHT OF WAY TO BE VACATED 2

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S87°34'22"E 20.07' TO A SET IRON PIN, THENCE S02°31'31"W 59.00' TO A SET IRON PIN, THENCE N87°34'16"W 20.23' TO A SET IRON PIN, THENCE N02°41'01"E 59.00' TO THE POINT OF BEGINNING. CONTAINING 0.03 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

ADJUSTED LOT 3, BLOCK 22

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S87°34'22"E 20.07' TO A SET IRON PIN, THENCE S02°31'31"W 59.00' TO A SET IRON PIN, THENCE N87°34'22"W 98.92' TO A SET IRON PIN, N13°45'26"W 61.43' TO A SET IRON PIN, THENCE S87°34'22"E 96.08' TO THE POINT OF BEGINNING. CONTAINING 0.15 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

PREVIOUS LOT 3, BLOCK 22

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S02°41'01"W 59.00' TO SET IRON PIN, THENCE N87°34'22"W 48.88' TO A SET IRON PIN, THENCE N13°00'26"W 61.21' TO A SET IRON PIN, THENCE S87°34'22"E 65.44' TO THE POINT OF BEGINNING. CONTAINING 0.077 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~January 11, 2016~~

UPDATED 1-14-2016

SUBJECT: **VAC 15-5277: Vacation (327 S. WEST AVE./HABITAT FOR WASHINGTON COUNTY, 523):** Submitted by SPECIALIZED REAL ESTATE, INC. for property located at 327 S. West Ave. The property is zoned DG, DOWNTOWN GENERAL and contains approximately 0.08 acres. The request is to vacate portions of street and alley rights-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5277** with conditions of approval.

BACKGROUND:

The property is located at 327 S. West Avenue. The property is currently developed with a single-family home that was built in 1946 and contains approximately 1,061 square feet. The home is currently in very poor condition. The property has excess platted right-of-way ROW on two sides, including:

- 19' (approximately) of excess street right-of-way (ROW) along the West Avenue frontage.
- 30' (approximately) of unused (formerly railroad) ROW on the west property boundary.

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	Single-family Residential	DG, Downtown General
South	Single-family Residential	DG, Downtown General
East	Single-family Residential	DG, Downtown General
West	Undeveloped ROW/Frisco Trail	DG, Downtown General/P-1 Institutional

Proposal: The applicant proposes vacation of a portion of ROW as described above and depicted in an exhibit provided by the applicant (comprising approximately 3,049 square feet) to allow construction of a new single-family residence on the property.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

WEST AVENUE and RAILROAD ROW VACATIONS:

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections with conditions
AEP/SWEPCO	No objections
Source Gas	No objections
AT&T	No objections
Ozarks Electric	No objections
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections
Trash & Recycling	No objections
Transportation	No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 15-5277 with the following conditions:

Conditions of Approval:

1. Existing utilities are required to be relocated and new easement dedicated as required by the franchise utilities prior to this vacation taking effect.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
3. Revised legal descriptions and/or exhibits for the vacation shall be provided as needed prior to this item being placed on the City Council agenda. This includes a new survey showing the Master Street Plan ROW at 21.5 feet from centerline of West Avenue.

Conditions of Approval recommended by City and Franchise Utility Companies:

4. Cox cable requests utility easement to remain in the rear (alley) ROW for an existing aerial line.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: January 11, 2016

Motion: **COOK**

Second: **SELBY**

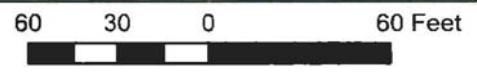
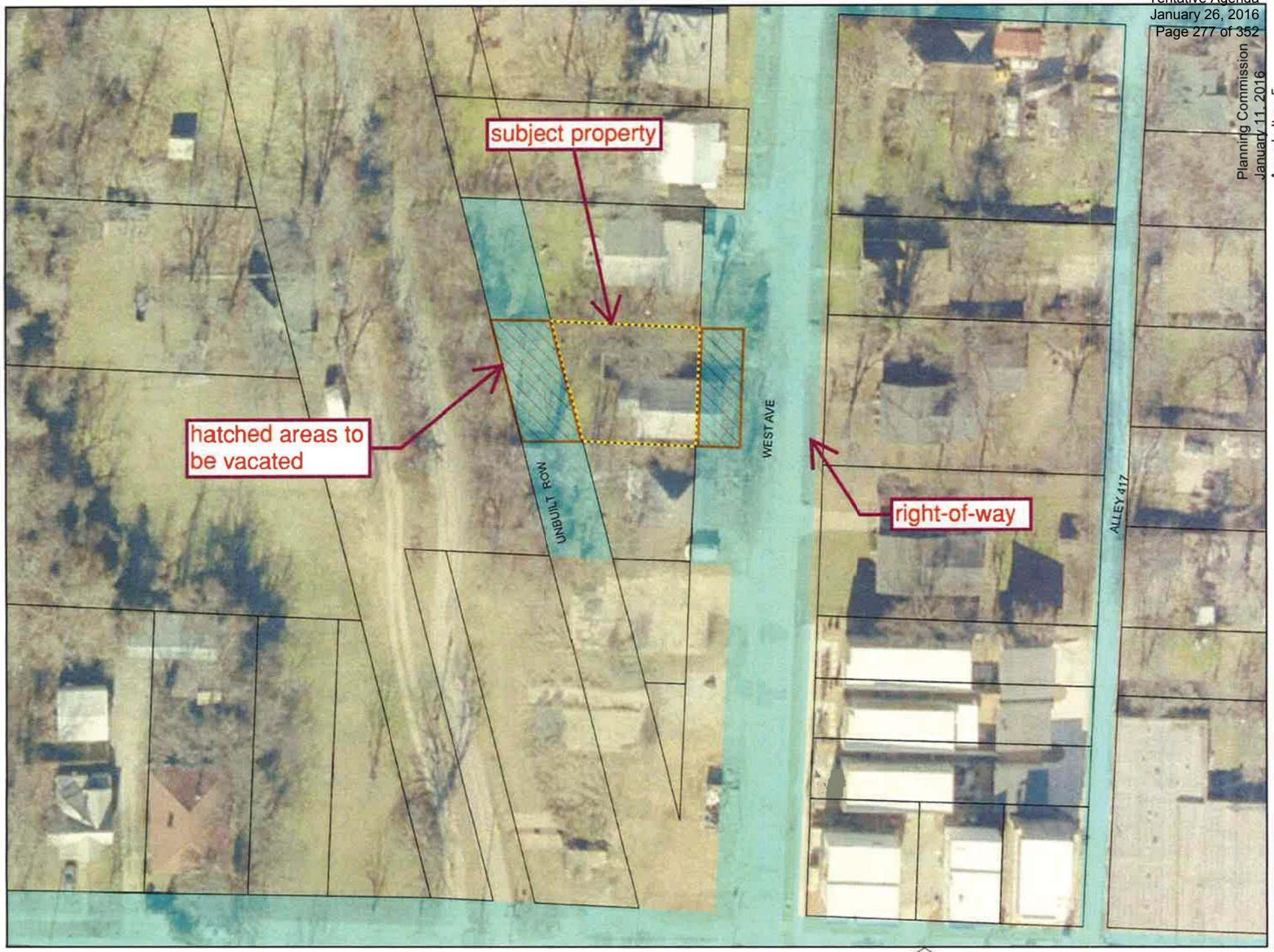
Vote: **8-0-0, ON CONSENT AGENDA**

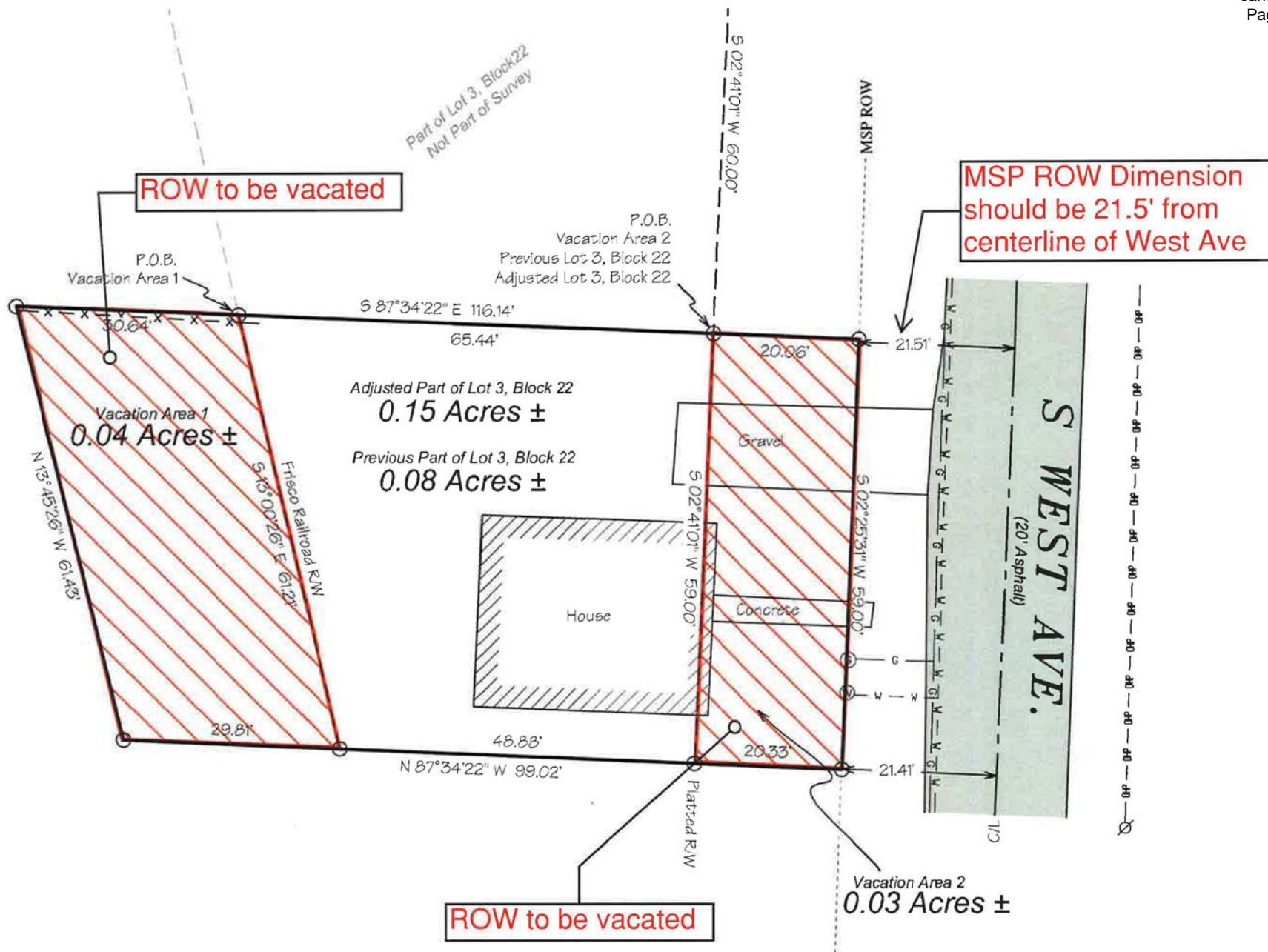
BUDGET/STAFF IMPACT:

None.

Attachments:

- Vacation Diagram
- Request Letter
- Petition to Vacate
- Adjacent Landowners Approval
- Utility Approvals
- Easement Vacation Exhibit
- Plat Detail
- One Mile Map
- Close Up Map





plat detail

SPECIALIZED REAL ESTATE GROUP

November 30, 2015

Planning Commissioners and City Council Members,

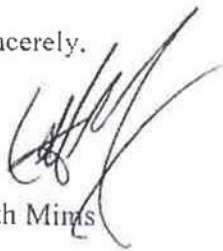
We recently acquired the lot at 327 S. West Ave with the intention of looking at it as a potential missing middle housing project. We have now sold the property to Habitat for Humanity who, along with Modus Architects, will be approaching design concepts for a brand new single family home on the property.

As you can see from the survey, the current right-of-ways on the property inhibit the ability to fully utilize the lot. We would like to have the opportunity to use the space currently dedicated to the ROW as we move forward with a design plan.

Because of the location of the right-of-ways, this vacation would not affect any of the adjacent property owners. It would only free up the front lawn/driveway area of the lot and allow us to fully utilize the lot to its full potential.

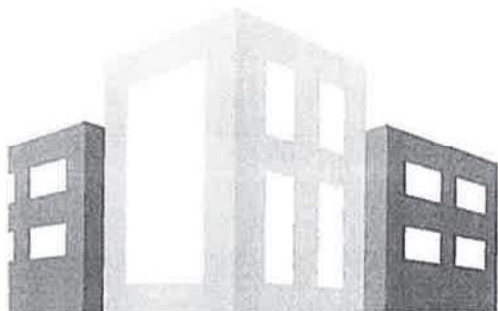
On behalf of the owner of 327 S. West Ave, I would like to formally request to vacate a portion of two areas of City ROW on our site.

Sincerely,



Seth Mims

Specialized Real Estate Group



[illegible]

STATE FLOODING NOTICE
 2004 (ENR 008-100-12-00 72-12-0)
 COMPLAINT FILED IN COURT
 JULY 29, 2003
 BASIS OF WARNING
 AFRICAN SCAFF PLANT, NORTH ZONE, ROAD 81
 IS BEING PLANTED
 1. WARRANTY FILED IN COURT BOOK 111 AT PAGE 772
 2. SUBSIDIZED PLANT FILED IN PLANT BOOK 4 AT PAGE 200
 SOME PLANTS SHOWN ON THIS PLAY MAY BE
 SHOWN OUT OF SCALE FOR CLARITY
 DIMENSIONS ON THIS PLAY ARE EXPRESSED IN FEET
 AND DECIMAL PARTS THEREOF UNLESS OTHERWISE
 NOTED. MEASUREMENTS WERE FOUND AT POINTS
 WHERE INDICATED
 THE GRAPHIC PLYTING ONLY, NO PLYING IN THIS
 REGION, AT 10% OF 10% OF THE PLYING
 INSURANCE, DAILY MAP, COMPLAINT, PANEL 81
 01/04/2002, WHICH BEARS A SPECIALTY DATE OF
 06/10/2002 AND IS NOT IN A SPECIAL FLOOD HAZARD

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BUILDING SUTRACKS
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THE LOCATION OF UTILITIES SHOWN
HEREIN ARE FROM OBSERVED EVIDENCE
OF ABOVE GROUND UTILITIES. ONLY
THE SURVEYOR WAS NOT
PROVIDED WITH A DEPTH RECORD OR PLANS
OR SURFACE OR CROWN MARKINGS TO
DETERMINE THE LOCATION OF ANY
SUBTERRANEAN LINES.

BEFORE DIGGING IN THIS AREA, CALL
"ONE CALL" WITH OTHER FIELD LOCATIONS
(REDUCED FOREGROUND MARGINS) OF
UNDERGROUND UTILITY LINES.



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS THE 29TH DAY OF JULY, 2013.



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.

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OFFICE: 479.413.4506
FAX: 479.582.1883
www.BLEWING.com

Certificate of Authorization № 1534

[illegible]

SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST

LESLIE
TABOR

PETITION TO VACATE A RIGHT-OF-WAY LOCATED IN 327 WEST AVE, CITY OF FAYETTEVILLE, ARKANSAS

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

We, the undersigned, on behalf of all the owners of the real estate abutting the right-of-way hereinafter sought to be abandoned and vacated, lying in Lot 3 in Block 22, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the right-of-way which is described as follows:

RIGHT-OF-WAY VACATION:

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EXOFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S87°34'22"E 20.06' TO A SET IRON PIN, THENCE S02°25'31"W 59.00' TO A SET IRON PIN, THENCE N87°34'16"W 20.33' TO A SET IRON PIN, THENCE N02°41'01"E 59.00' TO THE POINT OF BEGINNING. CONTAINING 0.03 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

RIGHT-OF-WAY VACATION:

A PART OF LOT NUMBERED THREE (3) IN BLOCK TWENTY-TWO (22) IN FERGUSON'S ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EXOFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND A PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT WHICH IS S02°41'01"W 60.00' AND N87°34'22"W 65.44' FROM THE NORTHEAST CORNER OF SAID LOT 3, SAID POINT BEING A SET IRON PIN AND RUNNING THENCE S13°00'26"E 61.21' TO A SET IRON PIN, THENCE N87°34'22"W 29.81' TO A SET IRON PIN, THENCE N13°45'26"W 61.43' TO A SET IRON PIN, THENCE S87°34'22"E 30.64' TO THE POINT OF BEGINNING. CONTAINING 0.04 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

That the abutting real estate affected by said abandonment of the alley are Lot 3 in Block 22, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described right-of-way.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

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

Dated this 1 day of December, 2015.

Seth Munn
Printed Name

[Signature]
Signature

Printed Name

Signature

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

DATE: 08.07.15

UTILITY COMPANY: SOLIO WASTE

APPLICANT NAME: Leslie Tabor

APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

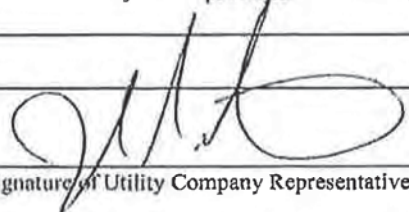
General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:



Signature of Utility Company Representative

Commercial Sales Rep - @ R+TC division
Title

August 2014
Page 5

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

DATE: 08.07.15

UTILITY COMPANY: **Transportation**

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:

Joey Smith
Signature of Utility Company Representative

Assistant Transportation Manager
Title

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:

Greg McGee

Signature of Utility Company Representative

Lead Staking Tech

Title

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: AT&T

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:


Signature of Utility Company Representative

MGR OSP PLNG & ENGRG DESIGN

Title

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: SourceGas

APPLICANT NAME: Leslie Tabor

APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

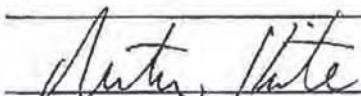
General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:


Signature of Utility Company Representative

Title

Supervisor - operations

August 2014
Page 5

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: CITY OF FAYETTEVILLE W&S

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

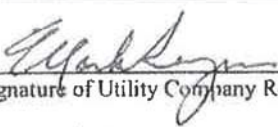
General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:


Signature of Utility Company Representative

W&S OPERATIONS MANAGER
Title

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

Utility Easement

☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

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

General location / Address 327 West Avenue, Fayetteville, AR

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

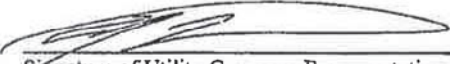
UTILITY COMPANY COMMENTS:

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:

We have an existing aerial line in the rear Right of way that will need to be shown within a utility easement
before we can grant the vacation of the right of way.


Signature of Utility Company Representative

Construction and Planning Manager
Title

UTILITY APPROVAL FORM

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

DATE: 08.07.15

UTILITY COMPANY: AEP- SWEP CO

APPLICANT NAME: Leslie Tabor APPLICANT PHONE: 870-715-9894

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address 327 West Avenue, Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:

John Bay
Signature of Utility Company Representative

Distribution Engineer
Title



City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 290 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0032

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET):

AN ORDINANCE TO APPROVE VAC 15-5279 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 660 WEST MARTIN LUTHER KING BOULEVARD TO VACATE PORTIONS OF UTILITY EASEMENTS

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 utility easements are not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates the utility easements as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Vacation of the existing utility easement shall not be valid until such time that a new easement has been filed of record for gas line along Government Avenue, as generally shown on the plat attached to the Planning Department's memo.
2. Any costs associated with relocation of or damage to utilities and new easement dedication shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2016-0032

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/15/2016

City Planning /

Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5279: Vacation (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET, 522): Submitted by CEI ENGINEERING ASSOCIATES, INC. for properties located at 660 W. MLK BLVD. The properties are zoned C-2, THOROUGHFARE COMMERCIAL and contain approximately 6.10 acres. The request is to vacate portions of utility easements.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: January 15, 2016

SUBJECT: **VAC 15-5279: Vacation (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET, 522):** Submitted by CEI ENGINEERING ASSOCIATES, INC. for properties located at 660 W. MLK BLVD. The properties are zoned C-2, THOROUGHFARE COMMERCIAL and contain approximately 6.10 acres. The request is to vacate portions of Utility easements.

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC 15-5279** with the following conditions:

1. Vacation of the existing utility easement shall not be valid until such time that a new easement has been filed of recorded for the gas line along Government Avenue, as generally shown on the attached plat.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

The subject property is located on Martin Luther King Boulevard between Hill Avenue and Government Avenue. The Planning Commission recently approved a large scale development application for the development of a new Neighborhood Market. The building is under construction and new easements were filed to serve the new development.

The applicant proposes to vacate a utility easement and a portion of a water easement that were dedicated for the Neighborhood Market development as shown in Exhibit "A" and described in Exhibit "B" attached hereto. Utility connections to the building have changed since the easement plat was filed, so the applicant is requesting approval to vacate and plat new easements.

DISCUSSION:

On January 11, 2016 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

Application

Planning Commission Staff Report

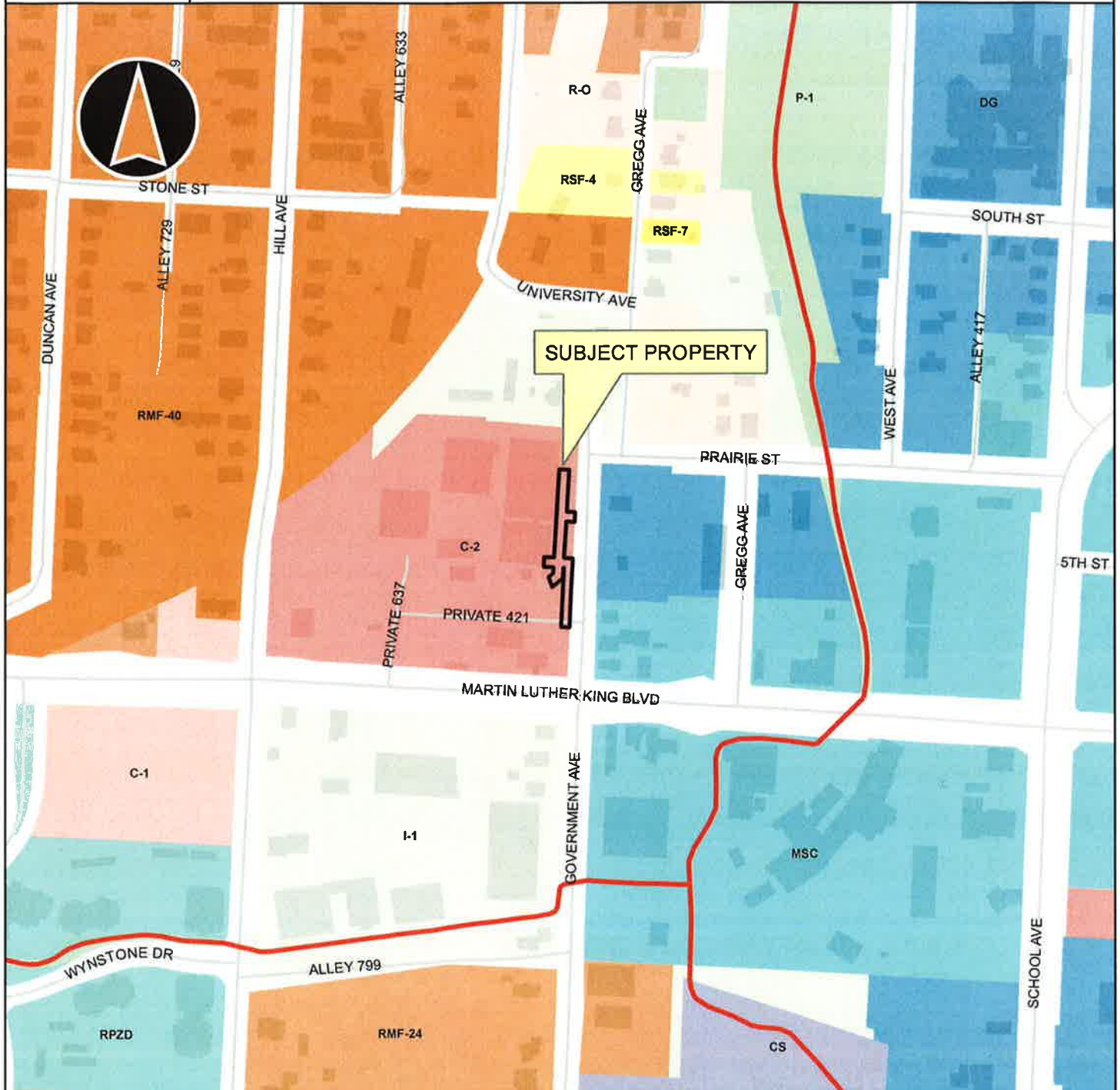
EXHIBIT 'A'
15-5279

Tentative Agenda
January 26, 2016
Page 294 of 352

VAC15-5279

WALMART NEIGHBORHOOD MARKET

Close Up View



Overview

Legend

-  VAC15-5279
-  Fayetteville City Limits
-  Footprints 2010
-  Planning Area

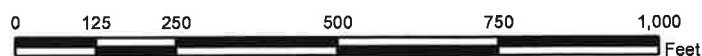


EXHIBIT 'B'

15-5279

Utility Easement Vacation Description

All of the Utility Easement as dedicated across Lot 1 of Hanna's Landing as recorded in File No. 24A-78 and being a part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with cap (LS#1789) at the Southeast corner of Lot 1 and being on the West Right-of-Way of S. Government Ave., A.K.A. National Cemetery Road and the North Right-of-Way of W. Martin Luther King Blvd, according to File No. 24A-78;

THENCE along said West Right-of-Way North 02° 57' 40" East, a distance of 100.34 feet to the **POINT OF BEGINNING**;

THENCE leaving said West Right-of-Way North 86° 29' 58" West, a distance of 17.00 feet;

THENCE North 02° 57' 40" East a distance of 120.06 feet;

THENCE North 86° 29' 58" West a distance of 41.23 feet;

THENCE North 03° 30' 02" East a distance of 20.00 feet;

THENCE South 86° 29' 58" East a distance of 58.04 feet to said aforementioned West Right-of-Way;

THENCE along said West Right-of-Way, South 02° 57' 40" West a distance of 140.06 feet to the **POINT OF BEGINNING** and containing 3,204 square feet or 0.07 acres, more or less.

Water Line Easement Vacation Description

A portion of the Water Line Easement as dedicated across Lot 1 of Hanna's Landing as recorded in File No. 24A-78 and being a part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with cap (LS#1789) at the Southeast corner of Lot 1 and being on the West Right-of-Way of S. Government Ave., A.K.A. National Cemetery Road and the North Right-of-Way of W. Martin Luther King Blvd, according to File No. 024A-78;

THENCE along said West Right-of-Way, North 02° 57' 40" East a distance of 314.84 feet to the **POINT OF BEGINNING**;

THENCE leaving said West Right-of-Way, North 86° 29' 56" West a distance of 17.34 feet;

THENCE South 03° 30' 04" West a distance of 114.84 feet;

THENCE South 48° 30' 04" West a distance of 28.28 feet;

THENCE North 18° 59' 56" West a distance of 21.65 feet;

THENCE North 48° 30' 04" East a distance of 11.72 feet;
THENCE North 03° 30' 04" East a distance of 211.56 feet;
THENCE South 86° 29' 56" East a distance of 20.00 feet;
THENCE South 03° 30' 04" West a distance of 85.00 feet;
THENCE South 86° 29' 56" East a distance of 17.15 feet to the aforementioned West Right-of-Way;
THENCE along said West Right-of-Way, South 02° 57' 40" West a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 5,059 square feet or 0.12 acres, more or less.

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY	FEE: \$200.00
Date Application Submitted:	Sign Fee: \$5.00
Date Accepted as Complete:	S-T-R:
Project Number:	PP#:
Public Hearing Date: 5279	Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ____ Applicant X Representative

Applicant (person making request):

Name: Walmart Stores, Inc.

Address: 2001 SE 10th St.
Bentonville, AR 72712

Phone: (479) 204-0414

Email: _____

Fax: () _____

Site Address / Location: 660 West Martin Luther King Jr. Blvd.

Representative (engineer, surveyor, realtor, etc.):

Name: CEI Engineering
Tom Burry

Address: 3108 SW Regency Pkwy, Suite 2
Bentonville, AR 72712

Phone: (479) 273-9472

Email: tburry@ceieng.com

Fax: (479) 273-0844

Legal description of area to be vacated (attach separate sheet if necessary):
See attached.

Current Zoning District: C-2

Assessors Parcel Number(s) for subject property: _____

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Walmart Stores, Inc.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): CEI Engineering Associates, Inc. / Attn: Tom Burry Date: 12-02-2015

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): CEI Engineering

Address: 3108 SW Regency Pkwy. #2

Bentonville, AR 72712

Signature: 

Date: 12/2/15

Phone: (479) 273-9472

Name (printed):

Address:

Signature:

Date:

Phone: ()

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

OWNER'S APPOINTMENT OF REPRESENTATIVES FOR FAYETTEVILLE EASEMENT VACATIONS

I, the owner of the property described below, certify by my signature that I hereby authorize **CEI Engineering** to act as my representatives regarding the vacation of easements and any other platting approvals required by the City of Fayetteville for development of my property described as:

APPROXIMATELY 6.1 ACRES LOCATED AT 660 MARTIN LUTHER KING BLVD IN FAYETTEVILLE, AR.


Walmart Stores, Inc. John Rogge

12/8/15
Date



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: January 11, 2016 Updated January 14, 2016

SUBJECT: **VAC 15-5279: Vacation (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET, 522):** Submitted by CEI ENGINEERING ASSOCIATES, INC. for properties located at 660 W. MLK BLVD. The properties are zoned C-2, THOROUGHFARE COMMERCIAL and contain approximately 6.10 acres. The request is to vacate portions of utility easements.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5279** with conditions of approval.

BACKGROUND:

The subject property is located on Martin Luther King Boulevard between Hill Avenue and Government Avenue. The Planning Commission recently approved a large scale development application for the development of a new Neighborhood Market. The building is under construction and new easements were filed to serve the new development. Surrounding land use and zoning is depicted in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family	I-1, Heavy Commercial/Light Industrial
South	Commercial	I-1, Heavy Commercial/Light Industrial
West	Commercial	C-2, Thoroughfare Commercial
East	Single-family	MSC, Main Street Center/DG, Downtown General

Proposal: The applicant proposes to vacate a utility easement and a portion of a water easement that were dedicated for the Neighborhood Market development. Utility connections to the building have changed since the easement plat was filed, so the applicant is requesting approval to vacate and replat easements.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

Cox Communications

RESPONSE

No objections with conditions

AEP/SWEPCO	No objections
Source Gas	No objections with conditions
AT&T	No objections with conditions
Ozarks Electric	No objections

CITY OF FAYETTEVILLE

RESPONSE

Water/Sewer	No objections
Trash & Recycling	N/A
Transportation	No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 15-5279** with the following conditions:

Conditions of Approval:

1. Vacation of the existing utility easement shall not be valid until such time that a new easement has been filed of recorded for the gas line along Government Avenue, as generally shown on the attached plat.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

Planning Commission Action:



Approved

☐ **Forwarded**

☐ **Denied**

Meeting Date: January 11, 2016

Motion: Cook

Second: Selby

Vote: 8-0-0

BUDGET/STAFF IMPACT:

None.

Attachments:

- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibits

- One Mile Map
- Close Up Map



CEI Engineering Associates, Inc.

ENGINEERS ■ SURVEYORS ■ LANDSCAPE ARCHITECTS ■ PLANNERS

3108 SW Regency Parkway, Suite 2
Bentonville, AR 72712
(479) 273-9472 Fax (479) 273-0844
www.ceieng.com

December 2, 2015

Mr. Jesse Fulcher
City of Fayetteville Planner
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr. Fulcher,

We are presenting the following submittal to vacate two easements. The subject property is the new Neighborhood Market located at 660 W Martin Luther King Boulevard in the City of Fayetteville, Washington County, Arkansas.

The 6.10 acre site is currently under construction and we are submitting this request as utility connections to the building have been modified and therefore the proposed utility services lines have been relocated. A revised easement plat has already been submitted and approved by the City of Fayetteville staff and should be recorded by the time of this requested hearing. The new easement plat will accommodate the relocated utility services within the Walmart property and we are now requesting to vacate the old easement locations.

One easement being vacated is due to the waterline shifting east. We are proposing to vacate the old location easement and replat the new one. The other easement being vacated is for the electrical service which was relocated to the north. The new easement plat has the new electric easement to be recorded.

We appreciate your help with this project and if you have any questions or need anything additional please let me know.

Respectfully,

Tom Burry, PE

Providing Consolidated Land Development Services

CALIFORNIA ■ TEXAS ■ ARKANSAS ■ LOUISIANA ■ MINNESOTA ■ GEORGIA ■ PENNSYLVANIA

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

DATE: 12/1/15

UTILITY COMPANY: Cox Communications

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

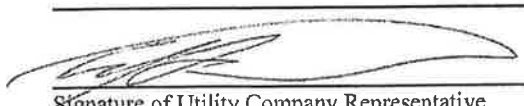
General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☐ 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:
Any damage to or relocation of our existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction & Planning Manager

Title

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

DATE: 12/1/15

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

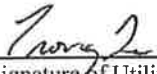
General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:


Signature of Utility Company Representative

DISTRIBUTION ENGINEER 12-2-15
Title

UTILITY APPROVAL FORM

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

DATE: 12/1/15

UTILITY COMPANY: Source Gas

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

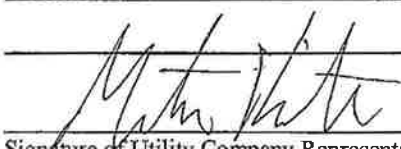
☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ 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.)

The gas easement is retained

- ☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

Supervisor - Division Ops
Title

UTILITY APPROVAL FORM

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

DATE: 12/1/15

UTILITY COMPANY: AT&T

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:

Signature of Utility Company Representative

MGR OSP PLNG & ENGRG DESIGN

Title

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

DATE: 12/3/15

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

- ☒ 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:

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech

Title

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

DATE: 12/1/15

UTILITY COMPANY: City of Fayetteville Water & Sewer

APPLICANT NAME: CEI Engineering Associates, Inc. APPLICANT PHONE: 479-273-9472
for Walmart Stores, Inc.

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Neighborhood Market, 660 West Martin Luther King Jr. Blvd., Fayetteville, AR

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

UTILITY COMPANY COMMENTS:

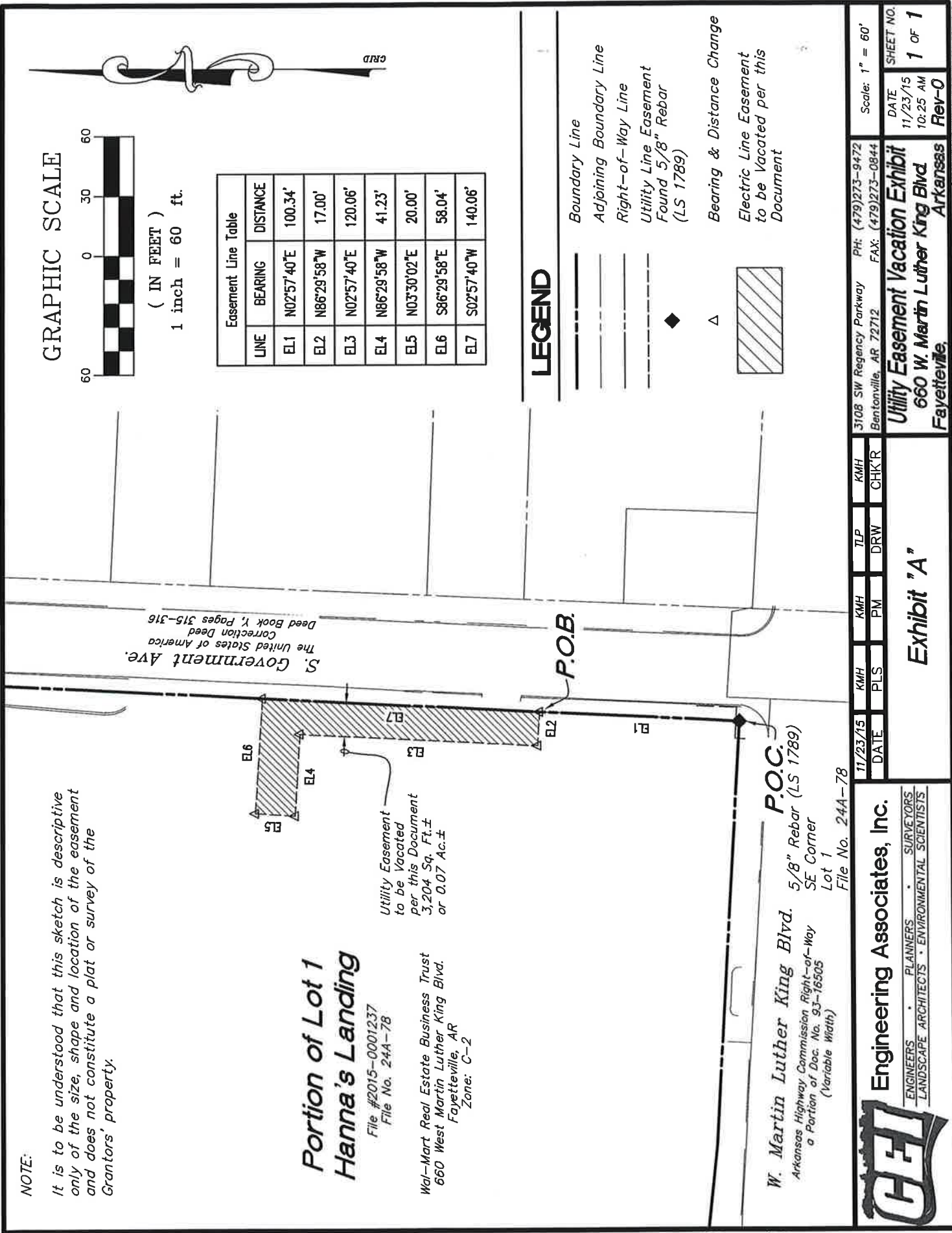
- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

W&S OPERATIONS MANAGER
Title

TO BE VACATED



TO BE VACATED

GRAPHIC SCALE



(IN FEET)
1 inch = 80 ft.

Portion of Lot 1 Hanna's Landing

File #2015-0001237
File No. 24A-78

Water Line Easement
per separate Document

Water Line Easement
to be Vacated
by this Document
5,059 Sq. Ft. ±
or 0.12 Ac. ±

Water Line Easement
Per File No. 24A-78

Wal-Mart Real Estate Business Trust
660 West Martin Luther King Blvd.
Fayetteville, AR
Zone: C-2

P.O.C.
5/8" Rebar (LS 1789)
SE Corner
Lot 1
File No. 24A-78

W. Martin Luther King Blvd.
Arkansas Highway Commission Right-of-Way
a Portion of Doc. No. 93-16505
(Variable Width)

Easement Line Table			Easement Line Table		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
EL1	N02°57'40"E	314.84'	EL7	N03°30'04"E	211.56'
EL2	N86°29'56"W	17.34'	EL8	S86°29'56"E	20.00'
EL3	S03°30'04"W	114.84'	EL9	S03°30'04"W	85.00'
EL4	S48°30'04"W	28.28'	EL10	S86°29'56"E	17.15'
EL5	N18°59'56"W	21.65'	EL11	S02°57'40"W	20.00'
EL6	N48°30'04"E	11.72'			

LEGEND

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- New Water Line Easement
- Vacated Water Line Easement
- Found 5/8" Rebar (LS 1789)
- Bearing & Distance Change
- Water Line Easement to be Vacated Per this Document

NOTE:

It is to be understood that this sketch is descriptive only of the size, shape and location of the easement and does not constitute a plat or survey of the Grantors' property.

Engineering Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS
LANDSCAPE ARCHITECTS • ENVIRONMENTAL SCIENTISTS

Scale: 1" = 80'

DATE 11/23/15
10:29 AM

Rev-0

SHEET NO. 1 OF 1

11/23/15 KMH TLP KMH PM KMH PLS CHKR

3108 SW Regency Parkway PH: (479)273-9472
Bentonville, AR 72712 FAX: (479)273-0844

Water Easement Vacation Exhibit
660 W. Martin Luther King Blvd
Fayetteville, Arkansas

Utility Easement Vacation Description

All of the Utility Easement as dedicated across Lot 1 of Hanna's Landing as recorded in File No. 24A-78 and being a part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with cap (LS#1789) at the Southeast corner of Lot 1 and being on the West Right-of-Way of S. Government Ave., A.K.A. National Cemetery Road and the North Right-of-Way of W. Martin Luther King Blvd, according to File No. 24A-78;

THENCE along said West Right-of-Way North 02° 57' 40" East, a distance of 100.34 feet to the **POINT OF BEGINNING**;

THENCE leaving said West Right-of-Way North 86° 29' 58" West, a distance of 17.00 feet;

THENCE North 02° 57' 40" East a distance of 120.06 feet;

THENCE North 86° 29' 58" West a distance of 41.23 feet;

THENCE North 03° 30' 02" East a distance of 20.00 feet;

THENCE South 86° 29' 58" East a distance of 58.04 feet to said aforementioned West Right-of-Way;

THENCE along said West Right-of-Way, South 02° 57' 40" West a distance of 140.06 feet to the **POINT OF BEGINNING** and containing 3,204 square feet or 0.07 acres, more or less.

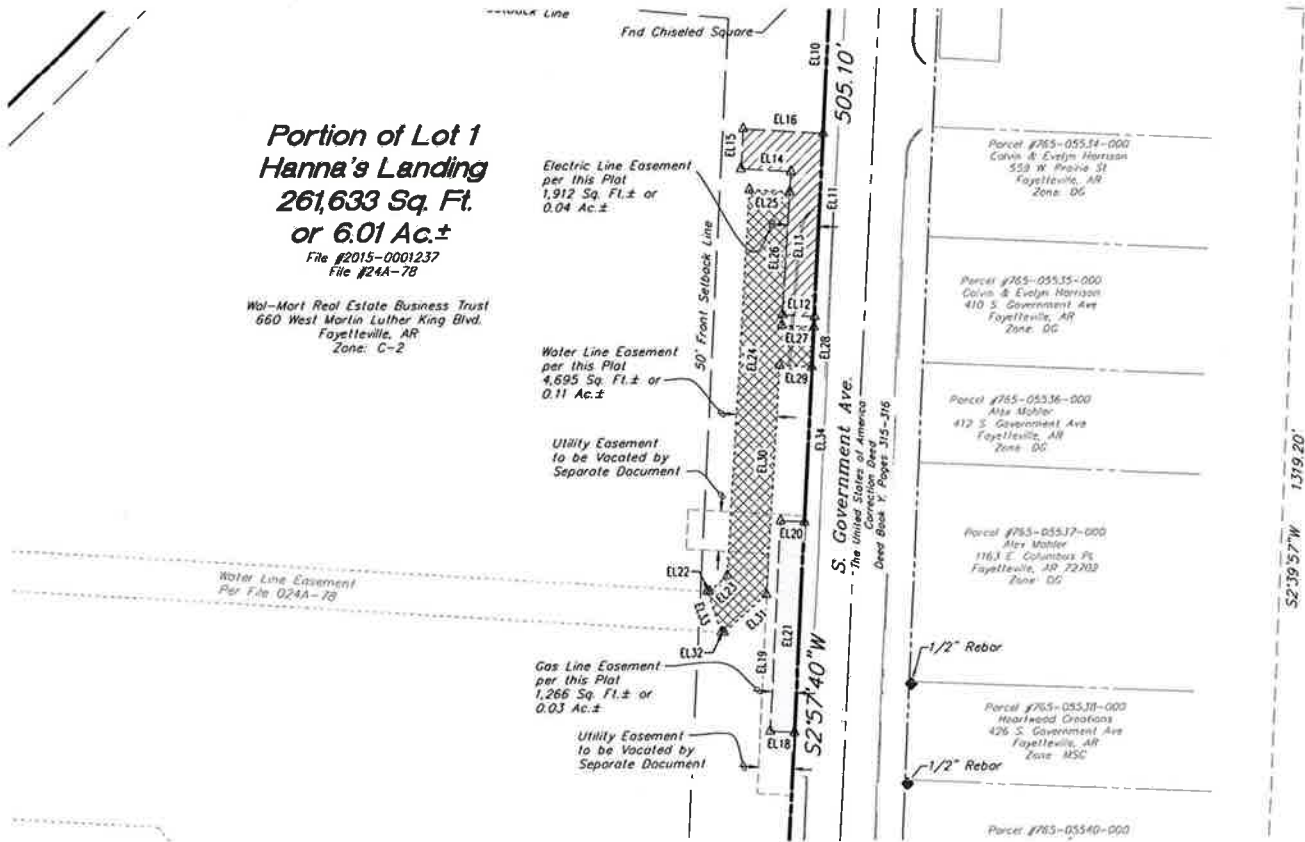
Water Line Easement Vacation Description

A portion of the Water Line Easement as dedicated across Lot 1 of Hanna's Landing as recorded in File No. 24A-78 and being a part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 16, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described by metes and bounds as follows:

COMMENCING at a found 5/8" rebar with cap (LS#1789) at the Southeast corner of Lot 1 and being on the West Right-of-Way of S. Government Ave., A.K.A. National Cemetery Road and the North Right-of-Way of W. Martin Luther King Blvd, according to File No. 024A-78;
THENCE along said West Right-of-Way, North 02° 57' 40" East a distance of 314.84 feet to the **POINT OF BEGINNING**;

THENCE leaving said West Right-of-Way, North 86° 29' 56" West a distance of 17.34 feet;
THENCE South 03° 30' 04" West a distance of 114.84 feet;
THENCE South 48° 30' 04" West a distance of 28.28 feet;
THENCE North 18° 59' 56" West a distance of 21.65 feet;
THENCE North 48° 30' 04" East a distance of 11.72 feet;
THENCE North 03° 30' 04" East a distance of 211.56 feet;
THENCE South 86° 29' 56" East a distance of 20.00 feet;
THENCE South 03° 30' 04" West a distance of 85.00 feet;
THENCE South 86° 29' 56" East a distance of 17.15 feet to the aforementioned West Right-of-Way;
THENCE along said West Right-of-Way, South 02° 57' 40" West a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 5,059 square feet or 0.12 acres, more or less.

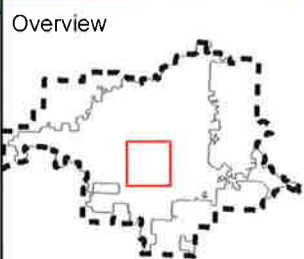
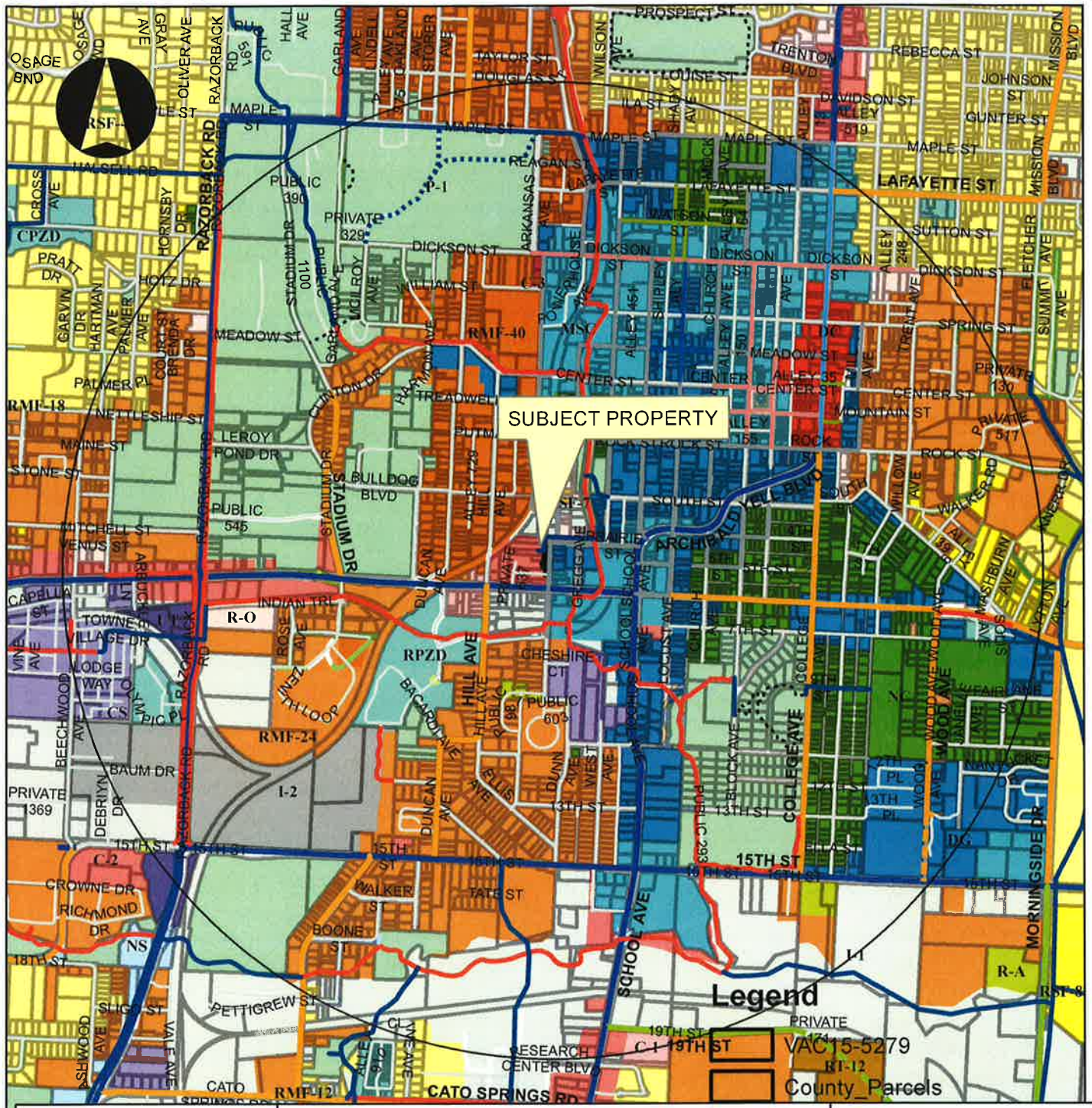
TO BE DEDICATED



VAR15-5279

WALMART NEIGHBORHOOD MARKET

One Mile View



Legend

Subject Property

Boundary

0

0.25

0.5

1

Miles

Legend

VAR15-5279

County_Parcels

Hillside-Hilltop Overlay District

Design Overlay District

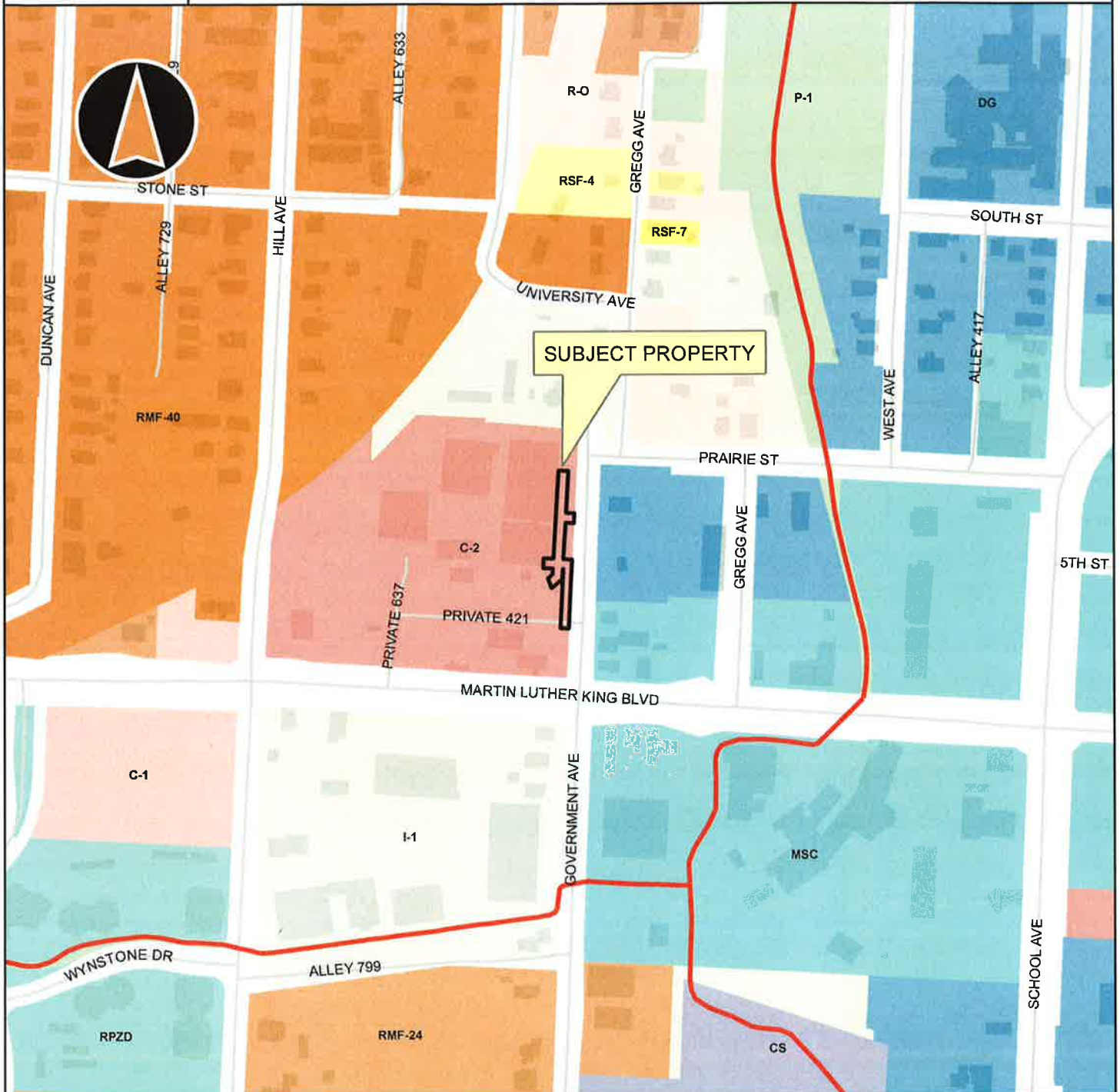
Planning Area

Fayetteville

VAC15-5279

WALMART NEIGHBORHOOD MARKET

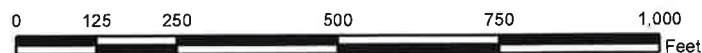
Close Up View



Overview

Legend

- VAC15-5279
- Fayetteville City Limits
- Footprints 2010
- Planning Area





City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 317 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0027

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES):

AN ORDINANCE TO APPROVE VAC 15-5281 SUBMITTED BY BLEW AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1211 WEST JAMES STREET TO VACATE PORTIONS OF UTILITY AND DRAINAGE EASEMENTS

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 utility and drainage easements are not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates the utility, drainage and trail easements as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Vacation of the existing drainage easement shall not be valid until such time that a new drainage easement has been filed of record, covering the current drainage path and as generally shown on the plat attached to the Planning Department's memo.
2. Any costs associated with relocation of or damage to utilities and new easement dedication shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2016-0027

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/15/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 15-5281: Vacation (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES, 404): Submitted by BLEW & ASSOCIATES, INC. for property located at 1211 W. JAMES ST. The properties are zoned CS, COMMUNITY SERVICES and R-O, RESIDENTIAL OFFICE, and contain approximately 6.79 acres. The request is to vacate portions of a utility and 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:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 2, 2016

TO: Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jesse Fulcher, Senior Planner

DATE: January 15, 2016

SUBJECT: **VAC 15-5281: Vacation (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES, 404):** Submitted by BLEW & ASSOCIATES, INC. for property located at 1211 W. JAMES ST. The properties are zoned CS, COMMUNITY SERVICES and R-O, RESIDENTIAL OFFICE, and contain approximately 6.79 acres. The request is to vacate portions of a utility and drainage easement.

RECOMMENDATION:

Staff and Planning Commission recommend approval of **VAC 15-5281** with the following conditions:

1. Vacation of the existing drainage easement shall not be valid until such time that a new drainage easement has been filed of record, covering the current drainage path and as generally shown on the attached plat.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:

The subject property is located between Wedington Drive and James Street, which is west of Garland Avenue and the Harps grocery store. The property is undeveloped, but an area of trees was cleared in 2007 when a previous development was approved for the property. The applicants have submitted a proposal to develop the property with apartments.

The applicant proposes to vacate and replat a 20-foot utility easement and 30-foot drainage easement as shown in Exhibit "A" and described in Exhibit "B" attached hereto.

DISCUSSION:

On January 11, 2016 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
Application
Planning Commission Staff Report

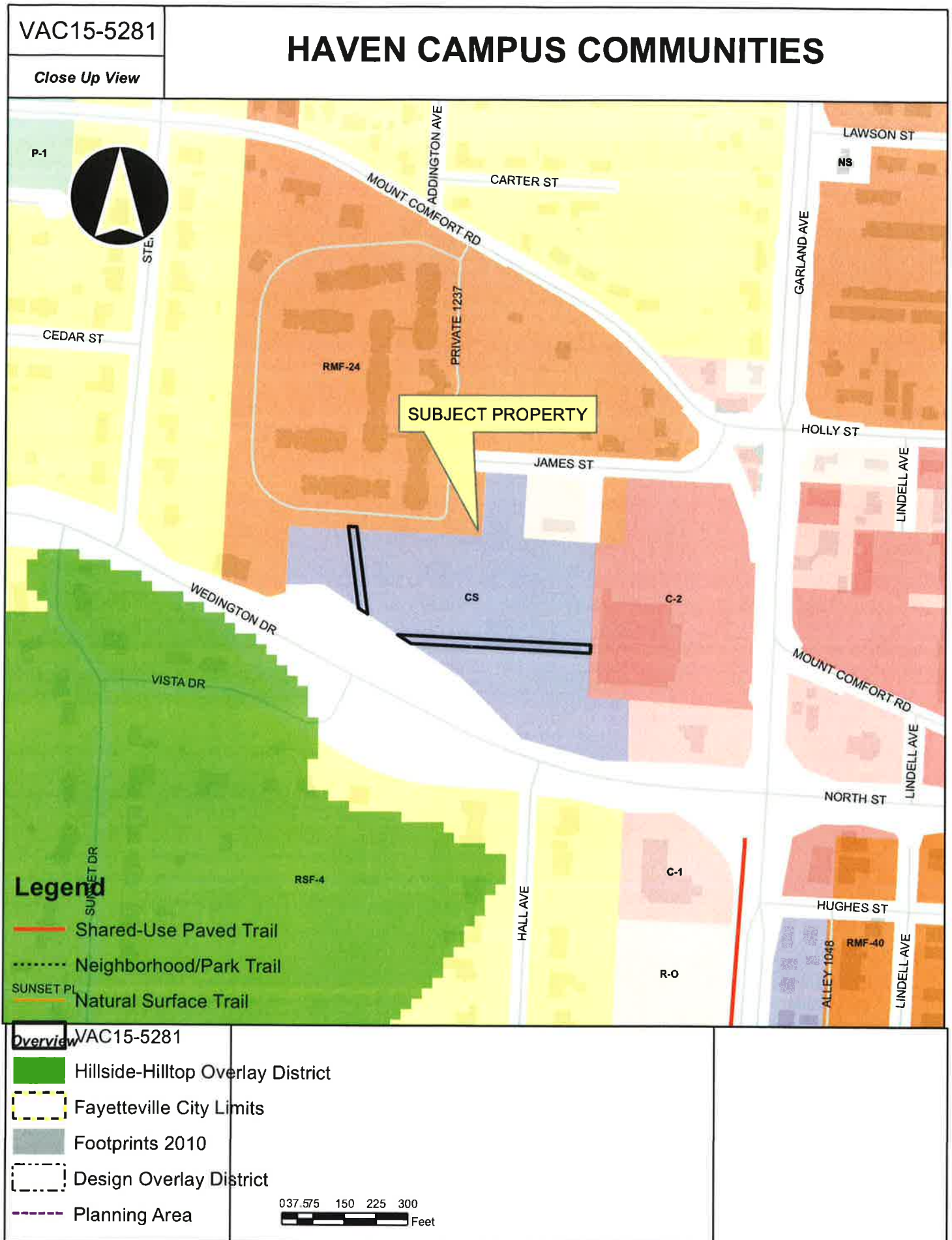


EXHIBIT "B"

20' Utility Easement:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 251.88' TO THE TRUE POINT OF BEGINNING, THENCE S02°36'03"W 20.00', THENCE N87°06'36"W 428.69', THENCE N56°07'04"W 38.83', THENCE S87°06'36"E 461.88' TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES, MORE OR LESS.

30' Drainage Easement:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 376.95' TO A FOUND IRON PIN, THENCE S87°09'54"E 96.79' TO A FOUND CHISELED "X", THENCE S00°50'27"W 146.23' TO A FOUND CHISELED "X" IN THE NORTH RIGHT-OF-WAY OF WEST WEDINGTON DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N89°42'46"W 66.53' TO A FOUND IRON PIN, THENCE N74°33'40"W 35.85' TO A FOUND IRON PIN, THENCE N74°26'25"W 158.42' TO A FOUND IRON PIN, THENCE N44°48'49"W 202.40' TO A FOUND IRON PIN, THENCE N56°07'04"W 271.85' TO THE TRUE POINT OF BEGINNING, THENCE N56°07'04"W 26.54', THENCE LEAVING SAID RIGHT-OF-WAY N07°11'51"W 196.98', THENCE S87°10'49"E 20.31', THENCE S07°11'59"E 210.88' TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: CAP REO I LLC

Name: Blew & Associates, PA

C/O John Schmeizle

Address: 1308 NW Everett St
Portland, OR 97204

Address: 524 W. Sycamore
Suite 4
Fayetteville, AR 72703

Phone: (479) 696-7373

Phone: (479) 443-4506

Email: John@S-Cap.com

Email: jorge@blewinc.com

Fax: ()

Fax: (479) 582-1883

Site Address / Location: W. James Street

Legal description of area to be vacated (attach separate sheet if necessary):

See Attached

Current Zoning District: CS

Assessors Parcel Number(s) for subject property: 765-13775-000; and 765-13771-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

CAP REO I, LLC

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Jacob Rennick

Date: 12/2/15

Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): CAP REO I LLC

Address: 1308 NW Everett St
Portland, OR 97204

Signature: [Signature]

Date: 11-30-15

Phone: (479) 696-7373

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: () _____

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Jesse Fulcher, Senior Planner

MEETING DATE: ~~January 11, 2016~~ Updated January 14, 2016

SUBJECT: **VAC 15-5281: Vacation (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES, 404):** Submitted by BLEW & ASSOCIATES, INC. for property located at 1211 W. JAMES ST. The properties are zoned CS, COMMUNITY SERVICES and R-O, RESIDENTIAL OFFICE, and contain approximately 6.79 acres. The request is to vacate a utility and drainage easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 15-5281** with conditions of approval.

BACKGROUND:

The subject property is located between Wedington Drive and James Street, which is west of Garland Avenue and the Harps grocery store. The property is undeveloped, but an area of trees was cleared in 2007 when a previous development was approved for the property. The applicants have submitted proposal to develop the property with apartments. Surrounding land use and zoning is depicted in Table 1.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family	RMF-24, Residential Multi-family
South	Single-family	RSF-4, Residential Single-family
West	Multi-family	C-S, Community Services
East	Undeveloped	RMF-24, Residential Multi-family

Proposal: The applicant proposes to vacate and replat a 20-foot utility easement and 30-foot drainage easement.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

UTILITIES

Cox Communications

AEP/SWEPCO

RESPONSE

No objections with conditions

No objections

Source Gas	No objections
AT&T	No objections with conditions
Ozarks Electric	No objections
<u>CITY OF FAYETTEVILLE</u>	<u>RESPONSE</u>
Water/Sewer	No objections
Trash & Recycling	N/A
Transportation	No objections with conditions

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 15-5281** with the following conditions:

Conditions of Approval:

1. Vacation of the existing drainage easement shall not be valid until such time that a new drainage easement has been filed of record, covering the current drainage path and as generally shown on the attached plat.
2. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

Planning Commission Action:	☐ Approved	☒ Forwarded	☐ Denied
Meeting Date: <u>January 11, 2016</u>			
Motion: Cook			
Second: Selby			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None.

Attachments:

- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibits
- One Mile Map
- Close Up Map

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Jacob Rennick
Blew & Associates, PA
524 West Sycamore, Suite 4
Fayetteville, Arkansas 72703

Planning Commission
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Wedington Apartments Easement Vacation

December 1, 2015

To Whom It May Concern:

The property developer, Haven Campus Communities, is requesting the vacation of a Utility Easement, a Drainage Easement, and an Access Easement located within Parcel #765-13775-000 and 765-13756-000, located at James Street. This property is now being combined with four other parcels to develop an apartment complex. Any existing utilities located within these easements are to be removed or relocated. The vacation of these easements would then allow for the creation of this apartment complex.

Sincerely,



Jacob Rennick
Blew & Associates, PA

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

PETITION

**PETITION TO VACATE EASEMENTS LOCATED IN PARCEL # 765-13775-000, CITY
OF FAYETTEVILLE, ARKANSAS**

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 Woodbury Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate easements which are described as follows:

20' UTILITY EASEMENT:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 251.88' TO THE TRUE POINT OF BEGINNING, THENCE S02°36'03"W 20.00', THENCE N87°06'36"W 428.69', THENCE N56°07'04"W 38.83', THENCE S87°06'36"E 461.88' TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES, MORE OR LESS.

30' DRAINAGE EASEMENT:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 376.95' TO A FOUND IRON PIN, THENCE S87°09'54"E 96.79' TO A FOUND CHISELED "X", THENCE S00°50'27"W 146.23' TO A FOUND CHISELED "X" IN THE NORTH RIGHT-OF-WAY OF WEST WEDINGTON DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N89°42'46"W 66.53' TO A FOUND IRON PIN, THENCE N74°33'40"W 35.85' TO A FOUND IRON PIN, THENCE N74°26'25"W 158.42' TO A FOUND IRON PIN, THENCE N44°48'49"W 202.40' TO A FOUND IRON PIN, THENCE N56°07'04"W 271.85' TO THE TRUE POINT OF BEGINNING, THENCE N56°07'04"W 26.54', THENCE LEAVING SAID RIGHT-OF-WAY N07°11'51"W 196.98', THENCE S87°10'49"E 20.31', THENCE S07°11'59"E 210.88' TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

That the abutting real estate affected by said abandonment of the easements are Parcel #765-13775-001, 765-13776-000 and 765-13753-000 within the City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easements.

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

Dated this 2 day of December, 20 15.

Jacob Rennie
Printed Name
Jacob Rennie
Signature

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

DATE: 12/2/2015

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Blew & Associates APPLICANT PHONE: 443-4506

REQUESTED VACATION (*applicant must check all that apply*):

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

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

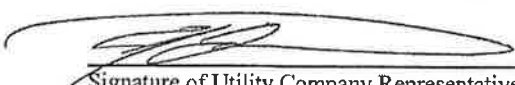
General location / Address _____

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

UTILITY COMPANY COMMENTS:

- ☐ 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:
Any damage to or relocation of existing facilities will be at the owners/developers expense to relocate.



Signature of Utility Company Representative

Construction and Planning Manager

Title

UTILITY APPROVAL FORM

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

DATE: 12/1/2015

UTILITY COMPANY: AEP/SWEPCO

APPLICANT NAME: Haven Campus Communities APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address James St. @ Mount Comfort Rd.

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

UTILITY COMPANY COMMENTS:

- ☒ 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:


Signature of Utility Company Representative

DISTRIBUTION ENGINEER 12-2-15
Title

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

DATE: 12/1/2015

UTILITY COMPANY: SourceGas

APPLICANT NAME: _____

APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*)

☒ Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

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

General location / Address James St @ Mnt. Comfort

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

UTILITY COMPANY COMMENTS:

☐ 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.)

- This parcel is not a part of vacation request. (XF)
On parcel #765-13756-000, an easement to be retained 10' in width,
with the existing gas main being the center of said UE.

☐ No objections provided the following conditions are met:

Brian A. Dapert
Signature of Utility Company Representative

SUPERVISOR DIVISION OPERATIONS
Title

UTILITY APPROVAL FORM

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

DATE: 12/1/2015

UTILITY COMPANY: AT&T

APPLICANT NAME: Haven Campus Communities APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address James St. @ Mount Comfort Rd.

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

UTILITY COMPANY COMMENTS:

- ☐ 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:
If any AT&T facilities are required to be relocated due to this vacation will be
the responsibility of the property owner/ developer

Signature of Utility Company Representative

MGR OSP PL NG & ENGRG DESIGN

Title

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

DATE: 12/2/2015

UTILITY COMPANY: Ozarks Electric Co-op

APPLICANT NAME: Haven Campus Communities APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Wedington Apartments, James Street@Mount Comfort

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

UTILITY COMPANY COMMENTS:

- ☐ 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:
Note: This is in AEP/SWEPCO service area, not Ozarks Electric.

Greg McGee
Signature of Utility Company Representative

Lead Staking Tech.
Title

UTILITY APPROVAL FORM

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

DATE: 12/15/2015

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Haven Campus Communities APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

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

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

General location / Address Wedington Apartments, James Street @ Mount Comfort

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

UTILITY COMPANY COMMENTS:

☒ 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:


Signature of Utility Company Representative

WFS OPERATIONS MANAGER
Title

Easement Vacation Plat

NAME	DATE
NAME	DATE

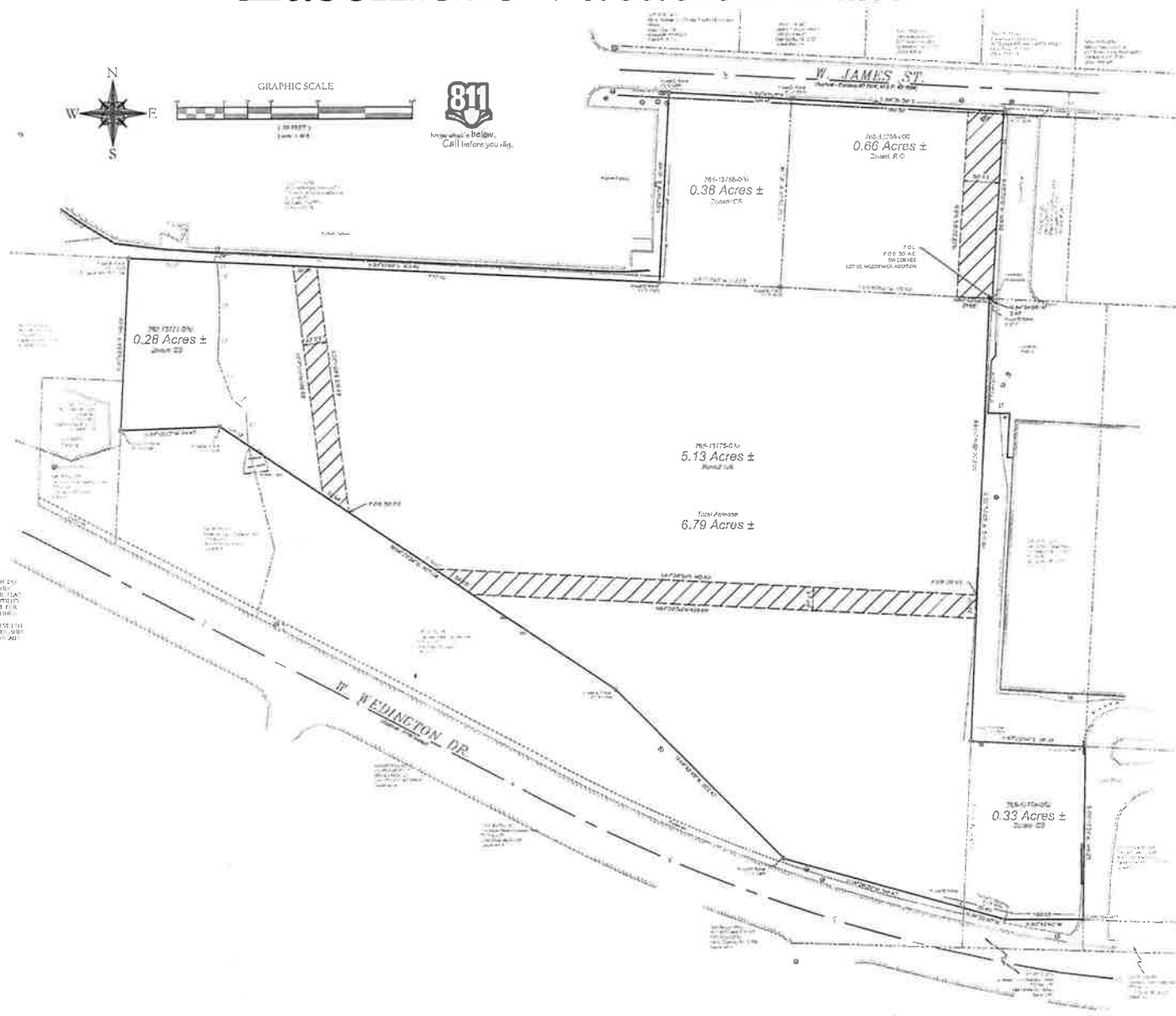
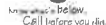


Exhibit "A" – Legal Description of Subject Property:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A FOUND IRON PIN WHICH IS N84°24'06"W 2.47' FROM THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS AND RUNNING THENCE S02°36'03"W 376.95' TO A FOUND IRON PIN, THENCE S87°09'54"E 96.79' TO A FOUND CHISELED X, THENCE S00°50'27"W 146.23' TO A FOUND CHISELED X ON THE NORTH RIGHT-OF-WAY OF ARKANSAS STATE HIGHWAY 16, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 6 COURSES: N89°42'46"W 66.53' TO A FOUND IRON PIN, N74°33'40"W 35.85' TO A FOUND IRON PIN, N74°26'25"W 158.42' TO A FOUND IRON PIN, N44°48'49"W 202.40' TO A FOUND IRON PIN, N56°07'04"W 403.64' TO A FOUND IRON PIN, S87°53'23"W 84.42' TO A FOUND IRON PIN, THENCE LEAVING SAID RIGHT-OF-WAY N02°52'34"E 146.92' TO A FOUND IRON PIN, THENCE S87°10'49"E 451.45' TO A FOUND IRON PIN, THENCE N02°55'19"E 161.48' TO A FOUND IRON PIN, THENCE S86°42'53"E 104.41' TO A FOUND IRON PIN, THENCE S86°35'36"E 180.30', THENCE S03°32'12"W 159.96' TO THE POINT OF BEGINNING. CONTAINING 6.79 ACRES, MORE OR LESS. SUBJECT TO EASEMENT AND RIGHTS-OF-WAY OF RECORD.

Exhibit "B" - 20' Utility Easement:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 251.88' TO THE TRUE POINT OF BEGINNING, THENCE S02°36'03"W 20.00', THENCE N87°06'36"W 428.69', THENCE N56°07'04"W 38.83', THENCE S87°06'36"E 461.88' TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRES, MORE OR LESS.

Exhibit "C" - 30' Drainage Easement:

A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF LOT 10, MCCORMICK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, SAID POINT BEING A CONCRETE MONUMENT, AND RUNNING THENCE N84°24'06"W 2.47' TO A FOUND IRON PIN, THENCE S02°36'03"W 376.95' TO A FOUND IRON PIN, THENCE S87°09'54"E 96.79' TO A FOUND CHISELED "X", THENCE S00°50'27"W 146.23' TO A FOUND CHISELED "X" IN THE NORTH RIGHT-OF-WAY OF WEST WEDINGTON DRIVE, THENCE ALONG SAID RIGHT-OF-WAY N89°42'46"W 66.53' TO A FOUND IRON PIN, THENCE N74°33'40"W 35.85' TO A FOUND IRON PIN, THENCE N74°26'25"W 158.42' TO A FOUND IRON PIN, THENCE N44°48'49"W 202.40' TO A FOUND IRON PIN, THENCE N56°07'04"W 271.85' TO THE TRUE POINT OF BEGINNING, THENCE N56°07'04"W 26.54', THENCE LEAVING SAID RIGHT-OF-WAY N07°11'51"W 196.98', THENCE S87°10'49"E 20.31', THENCE S07°11'59"E 210.88' TO THE POINT OF BEGINNING, CONTAINING 0.09 ACRES, MORE OR LESS.

Survey Description

Legend

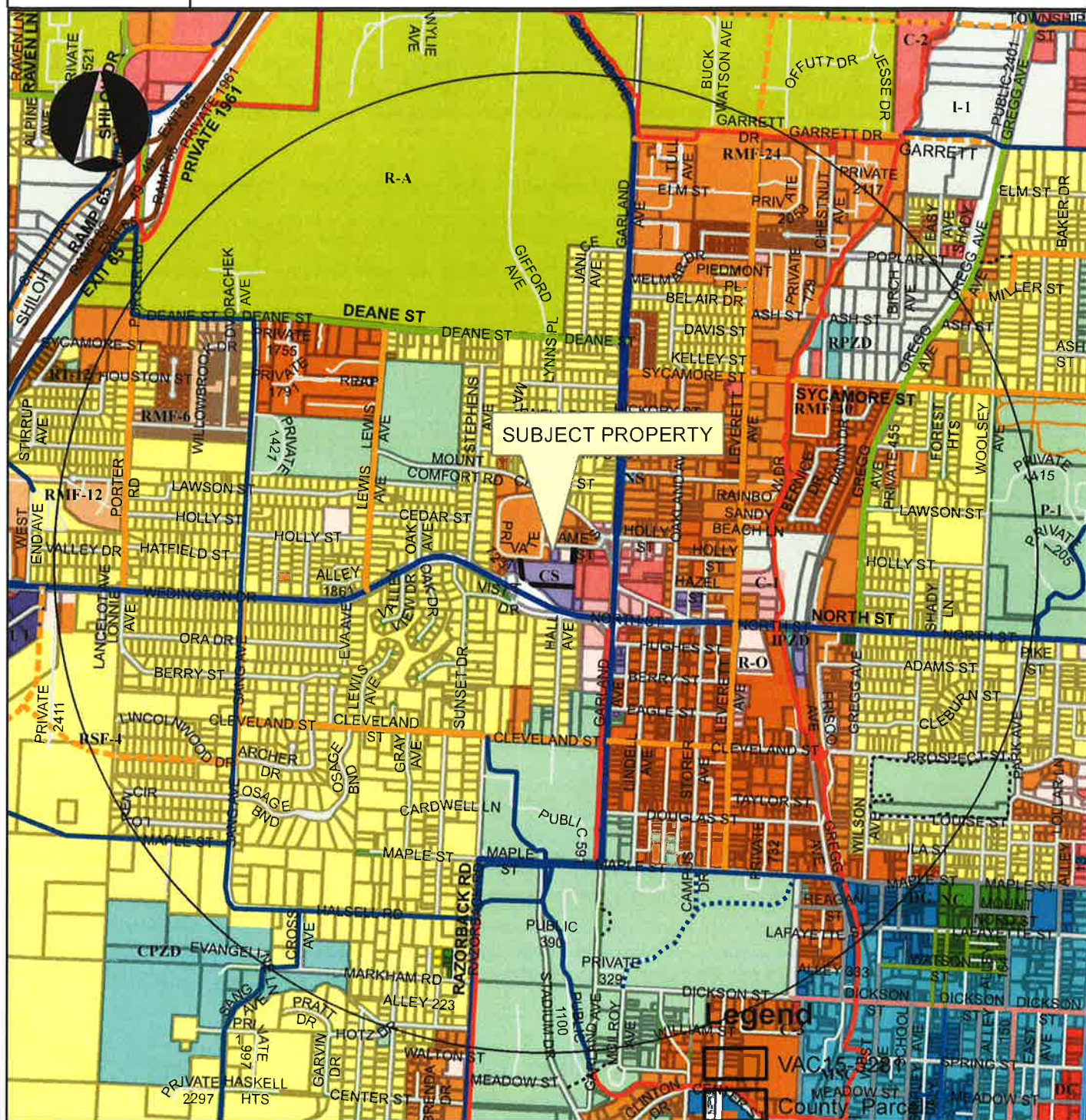
- | Table 1 | |
|---------|-------|
| Year | Value |
| 1990 | 1.00 |
| 1991 | 1.05 |
| 1992 | 1.10 |
| 1993 | 1.15 |
| 1994 | 1.20 |
| 1995 | 1.25 |
| 1996 | 1.30 |
| 1997 | 1.35 |
| 1998 | 1.40 |
| 1999 | 1.45 |
| 2000 | 1.50 |
| 2001 | 1.55 |
| 2002 | 1.60 |
| 2003 | 1.65 |
| 2004 | 1.70 |
| 2005 | 1.75 |
| 2006 | 1.80 |
| 2007 | 1.85 |
| 2008 | 1.90 |
| 2009 | 1.95 |
| 2010 | 2.00 |
| 2011 | 2.05 |
| 2012 | 2.10 |
| 2013 | 2.15 |
| 2014 | 2.20 |
| 2015 | 2.25 |
| 2016 | 2.30 |
| 2017 | 2.35 |
| 2018 | 2.40 |
| 2019 | 2.45 |
| 2020 | 2.50 |



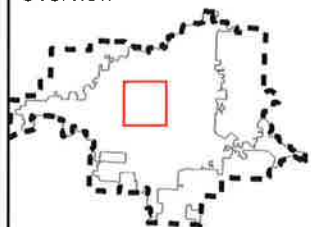
VAR15-5281

HAVEN CAMPUS COMMUNITIES

One Mile View



Overview



Legend

Subject Property

Boundary

Hillside-Hilltop Overlay District

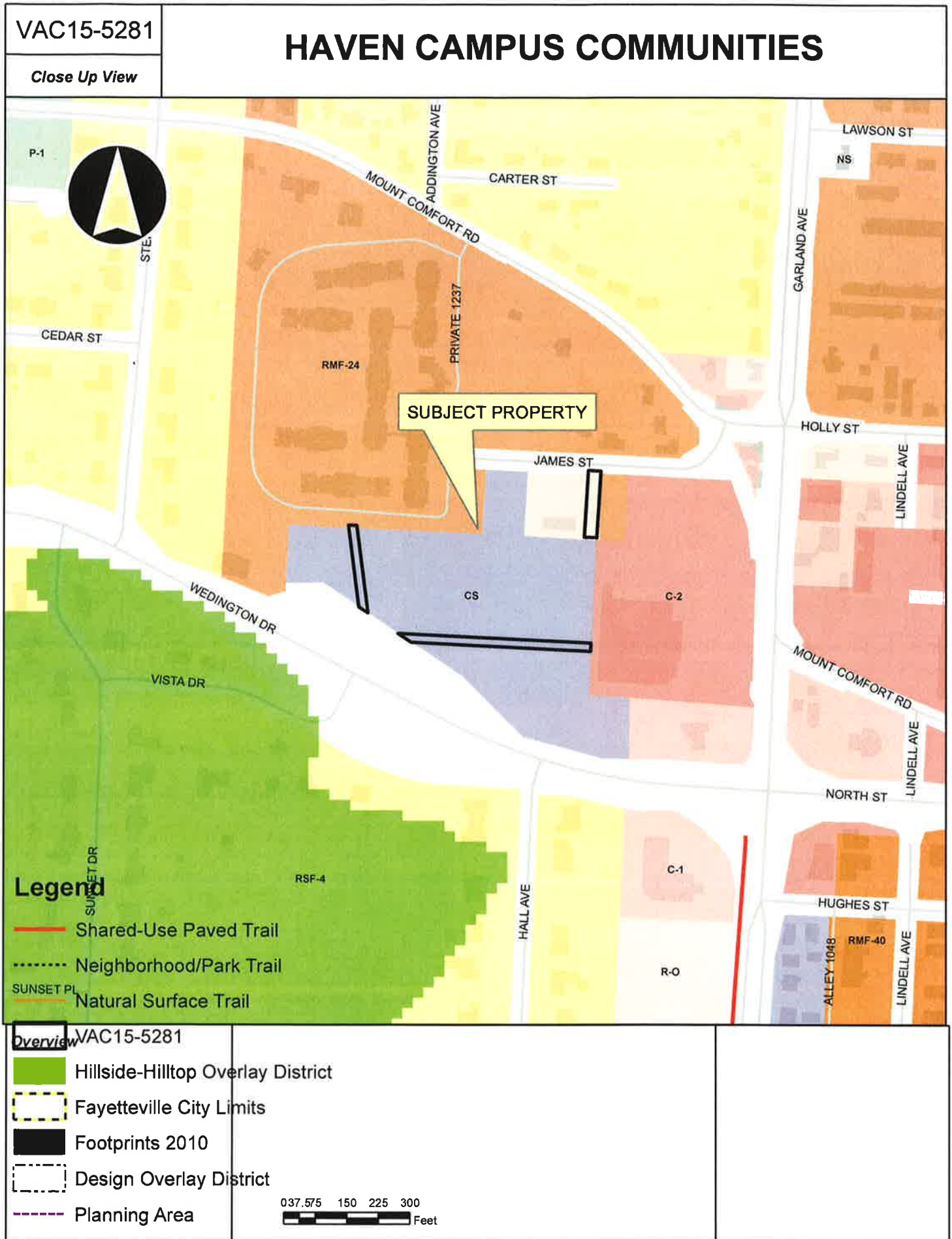
Design Overlay District

Planning Area

Fayetteville

0 0.25 0.5

1 Miles





City of Fayetteville, Arkansas

Tentative Agenda
January 26, 2016
Page 340 of 352
113 West Mountain Street
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0028

Agenda Date: 2/2/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 7

ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION):

AN ORDINANCE TO MODIFY R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 12-4284 (PARKHILL AT MOUNTAIN RANCH) TO SLIGHTLY REDUCE THE TOTAL AREA AND THE NUMBER OF LOTS AND TO REPLACE AN ALLEY WITH SHARED DRIVEWAYS

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 approves a minor modification to R-PZD, Residential Planned Zoning District 12-4284 (Mountain Ranch) to slightly reduce the total area and the number of lots and to replace an alley with shared driveways as shown on Exhibit A attached to the Planning Departments memo.

Section 2. This modification approval is subject to the following conditions:

1. All other conditions of approval from the previously approved R-PZD 12-4284 Park Hill at Mountain Ranch shall apply.
2. Approval of this PZD modification does not grant approval of the development details for the project. The proposed subdivision layout shall be reviewed as part of the subdivision platting process.
3. Consistent with the site plan proposed by the applicant, all garages shall face the side or rear and shall be reviewed for compliance at the time of building permit.

City of Fayetteville Staff Review Form

2016-0028

Legistar File ID

2/2/2016

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

Andrew Garner

1/14/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 15-5270: Administrative Item (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION, 479): Submitted by JORGENSEN AND ASSOCIATES, INC. for property located at the SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT PARK HILL AT MOUNTAIN RANCH (R-PZD 12-4284) and contains approximately 2.23 acres. The request is to modify the previously approved site plan.

Budget Impact:

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

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF FEBRUARY 2, 2016

TO: Mayor and City Council

FROM: Andrew Garner, City Planning Director

DATE: January 14, 2016

SUBJECT: ADM 15-5270: Administrative Item (SOUTHWEST CORNER OF PERSIMMON AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION, 479): Submitted by JORGENSEN AND ASSOCIATES, INC. for property located at the SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT PARK HILL AT MOUNTAIN RANCH (R-PZD 12-4284) and contains approximately 2.23 acres. The request is to modify the previously approved site plan.

RECOMMENDATION:

Staff recommends approval of **ADM 15-5270** with conditions.

BACKGROUND:

The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Ruple Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

On May 7, 2013 the City Council approved R-PZD 12-4284 (Park Hill at Mountain Ranch). The approval granted zoning and preliminary plat approval for development of a residential subdivision with 13 single-family lots and one undevelopable lot for a park area. The final plat was approved administratively by City Planning Division staff on March 12, 2014.

Current Proposal: The applicant proposes a slight modification to the previously approved site plan for the Park Hill at Mountain Ranch PZD. The lot layout will generally remain the same but will only have 10 lots and the overall acreage will be reduced from 2.23 to 1.80 acres.

The proposed PZD modification would be consistent with the previously approved layout that promotes walkability and traditional urban design. While the new layout does not have a contiguous alley, the homes will all be accessed off of shared driveways and will be side- or rear-loaded as depicted on Exhibit "A".

DISCUSSION:

On January 11, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-1-0 (Commissioner Hoskins voted 'no'). No

members of the public spoke at the meeting. Commissioner Hoskins voted 'no' on the item discussing that he preferred the previous layout with an alley. Staff and the Planning Commission recommend the following conditions of approval associated with this request:

1. All conditions of approval from the previously approved R-PZD 12-4284 Park Hill at Mountain Ranch shall apply.
2. Approval of this PZD modification does not grant approval of the development details for the project. The proposed subdivision layout shall be reviewed as part of the subdivision platting process.
3. Consistent with the site plan proposed by the applicant, all garages shall face to the side or rear and shall be reviewed for compliance at the time of building permit.

BUDGET/STAFF IMPACT:

None

Attachments:

- Exhibit 'A'
- Application
- Planning Commission Staff Report



ALL OF LOTS 04, 05, 06, 07 AND 118 OF MOUNTAIN TRANCH SUBDIVISION PHASE I AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY ARKANSAS AND BEING DESCRIBED AS FOLLOWS BEGINNING AT THE NE CORNER OF LOT 88 THENCE S87°34'33"E 195.80 FEET, THENCE ALONG A CURVE TO THE RIGHT 50.18 FEET, SAID CURVE HAVING A RADIUS OF 43.00 FEET AND A CHORD BEARING OF S45°19'53"E 83.93 FEET, THENCE ALONG A CURVE TO THE LEFT 118.10 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S33°48'23"E 198.90 FEET, THENCE S28°45'56"E 350.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 34.11 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S37°04'28"E 39.39 FEET, THENCE S88°16'07"W 125.91 FEET, THENCE S62°14'54"W 51.85 FEET TO THE P.O.C. CONTAINING 10 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SHEET NUMBER



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: January 11, 2016 *Updated with Planning Commission results*

SUBJECT: **ADM 15-5270: Administrative Item (SOUTHWEST CORNER OF PERSIMMON AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION, 479):** Submitted by JORGENSEN AND ASSOCIATES, INC. for property located at the SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT PARK HILL AT MOUNTAIN RANCH (R-PZD 12-4284) and contains approximately 2.23 acres. The request is to modify the previously approved site plan.

RECOMMENDATION:

Staff recommends forwarding **ADM 15-5270** to the City Council with a recommendation for approval.

BACKGROUND:

The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Ruppel Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Vacant	R-A, Residential Agricultural, C-PZD (Forest Hills)
South and West	Single family residential	RSF-4, Residential Single Family, 4 units/acre
East	Mountain Ranch Apartments	RMF-24, Residential Multi-Family, 24 units/acre

On May 7, 2013 the City Council approved R-PZD 12-4284 (Park Hill at Mountain Ranch). The approval granted zoning and preliminary plat approval for development of a residential subdivision with 13 single-family lots and one undevelopable lot for a park area.

DISCUSSION:

Proposal: The applicant proposes a slight modification to the previously approved site plan for the Park Hill at Mountain Ranch Project. The lot layout will generally remain the same but will only have 10 lots and the overall acreage will be reduced from 2.23 to 1.80 acres.

RECOMMENDATION:

The proposed PZD modification would be consistent with the previously approved layout that promotes walkability and traditional urban design. While the new layout does not have a contiguous alley, the homes will all be accessed off of shared driveways and will be side- or rear-loaded.

Recommended Motion. Staff recommends **ADM 15-5270** be forwarded to the City Council with a recommendation for approval.

1. All conditions of approval from the previously approved R-PZD 12-4284 Park Hill at Mountain Ranch shall apply.
2. Approval of this PZD modification does not grant approval of the development details for the project. The proposed subdivision layout shall be reviewed as part of the subdivision platting process.
3. Consistent with the site plan proposed by the applicant, all garages shall face to the side or rear and shall be reviewed for compliance at the time of building permit.

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

Meeting Date: January 11, 2016

Motion: Hoffman

Second: Cook

Vote: 9-0-0

BUDGET/STAFF IMPACT:

None.

Attachments:

- Applicant's letter
- Proposed Site Plan
- Park Hill at Mountain Ranch PZD Site Plan
- Close up map
- One mile map



124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

November 30, 2015

City of Fayetteville
113 W Mountain
Fayetteville, AR. 72701

Att: Andrew Garner
Re: Parkhill at Mountain Ranch

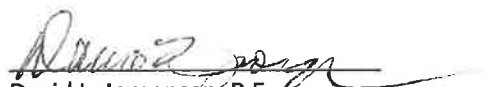
Attached please find information pertaining to a revision to the PZD on the above referenced project. The reason for the revision is because the original plan included portions of lots 80-87 which for various reasons cannot be obtained. This revised plan will now run along the original back lot lines of lots 80-87. The lot layout will remain the same but will only have 10 lots. Also we propose four shared drives as shown by the attached drawing. All utility services will be as proposed in the original plan. All setbacks will remain the same.

We believe this new plan will have less impact on the surrounding area (less hard surface drives and less lots and also no public improvements).

Please place this on the Planning Commission agenda.

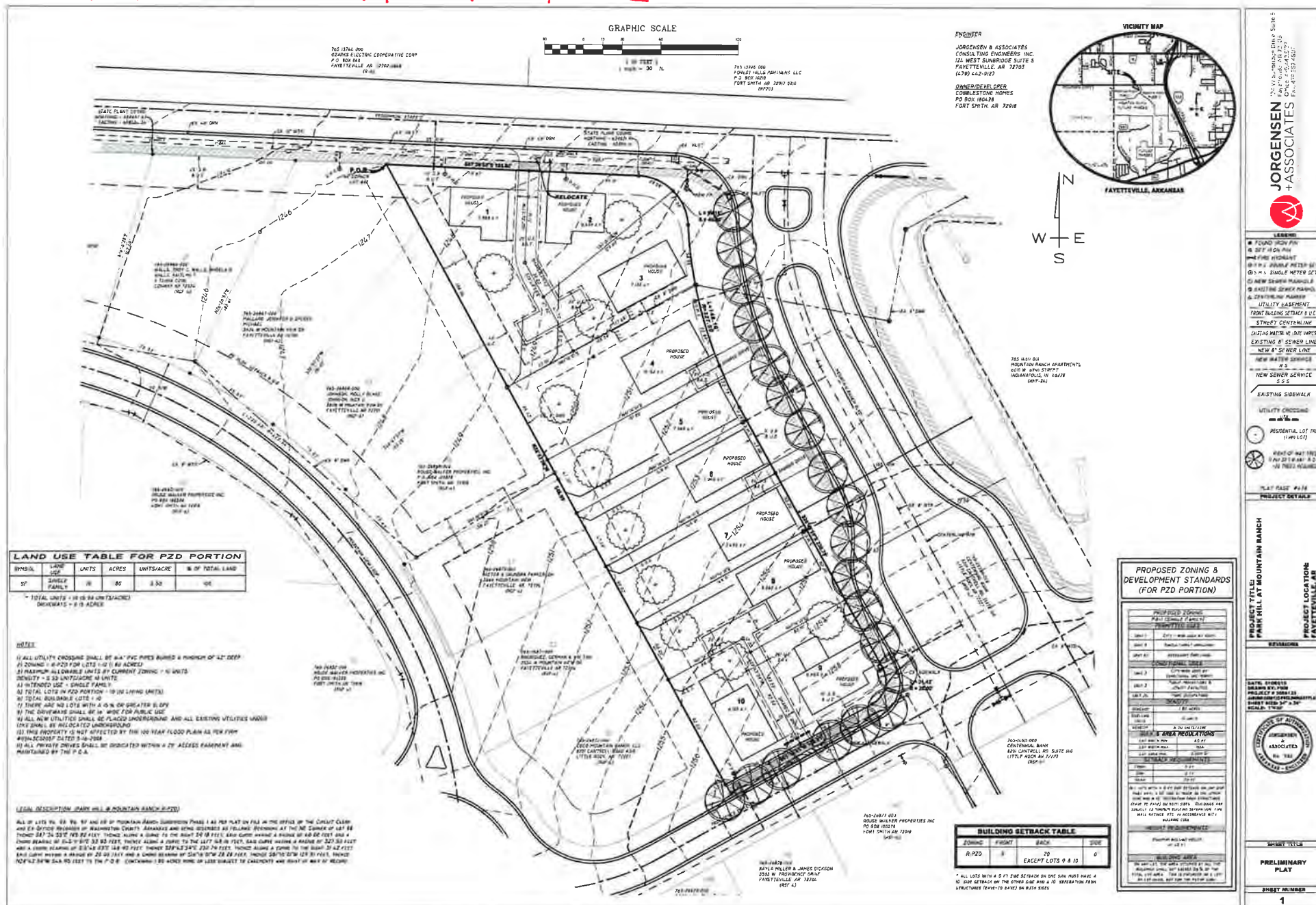
Thank You.

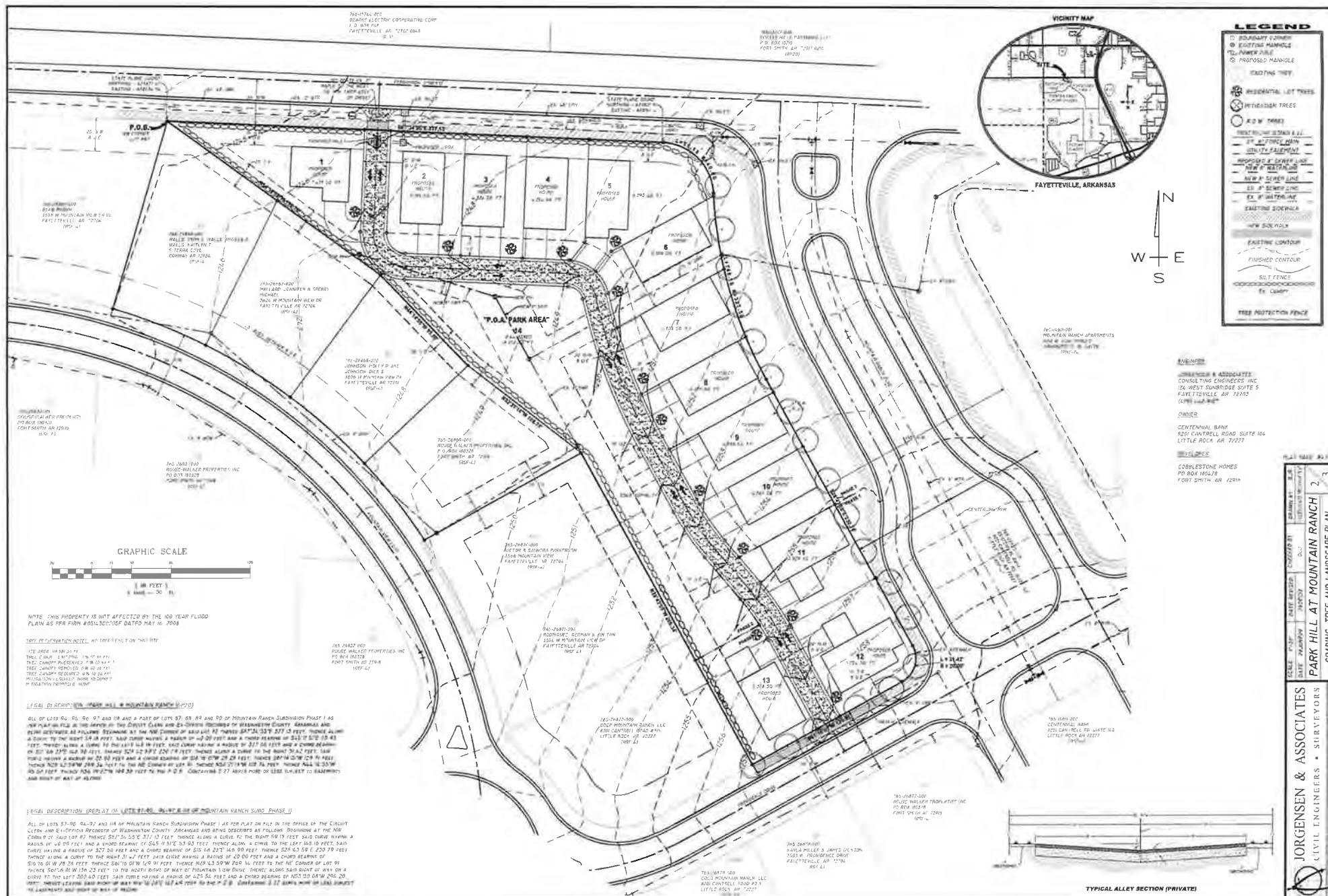
Sincerely;



David L. Jorgensen, P.E.

PROPOSED SITE PLAN ADM 15-5270

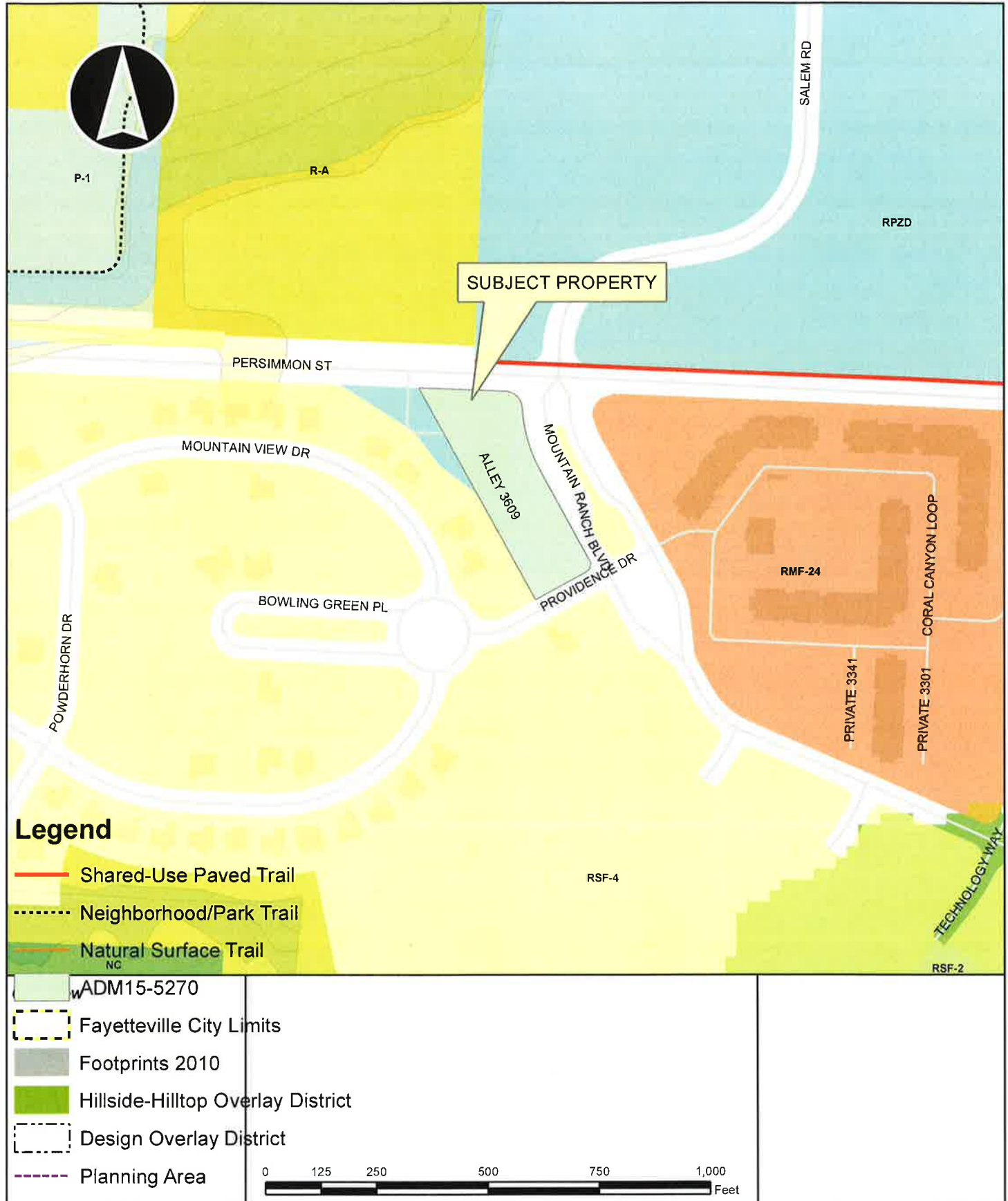




ADM 15-5270

PARKHILL AT MTN. RANCH S/D

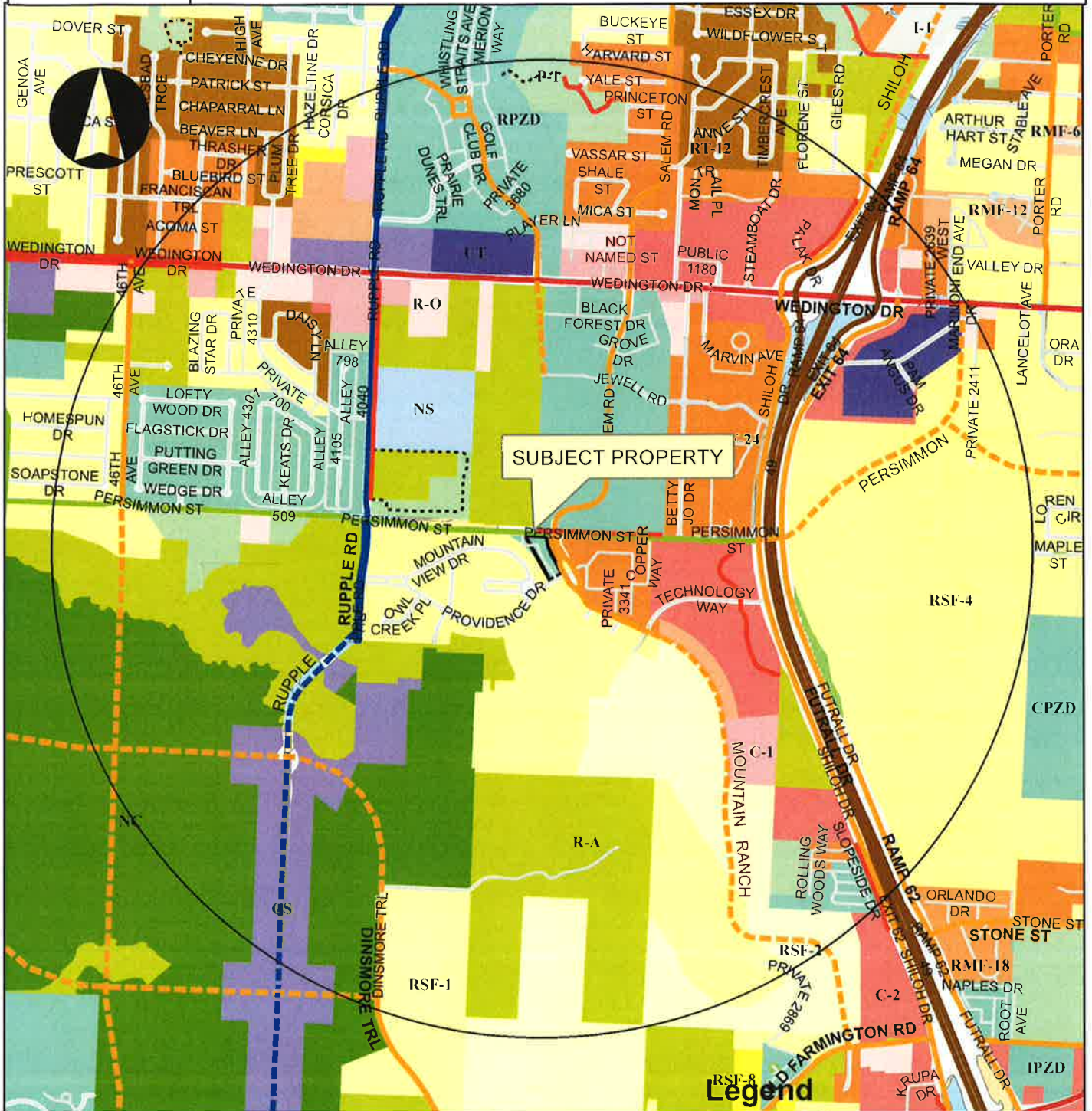
Close Up View



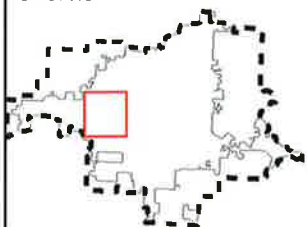
ADM15-5270

PARKHILL AT MTN. RANCH

One Mile View



Overview



Legend

Subject Property

Boundary

0 0.25 0.5

Miles

- ADM15-5270
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville

01-26-16
Agenda Session

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, January 26, 2016

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:

Agenda Additions

A. Consent:

✓ A. 1 2015-0640

APPROVAL OF THE JANUARY 19, 2016 CITY COUNCIL MEETING MINUTES.

✓ A. 2 2016-0003

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$21,573.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES RECEIVED DURING THE THIRD AND FOURTH QUARTERS OF 2015

Attachments:

2016-0003

BA- 3+4 qtr 2015

NB #1

ⓐ A. 3 2016-0022

IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT REAPPROPRIATING FUNDS IN THE AMOUNT OF \$500,000.00 FROM THE WILLOW BEND DEVELOPMENT COST SHARE PROJECT TO THE IN-HOUSE PAVEMENT IMPROVEMENTS PROJECT FOR 2016

Attachments:

SRF 2016-0022

BA 2016-0022

~~A. 4~~2016-0021**LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE:**

A RESOLUTION TO APPROVE THE PURCHASE OF A 2016 DODGE RAM 1500 TRADESMAN QUAD CAB 4X4 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE IN THE AMOUNT OF \$22,995.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE ENGINEERING DIVISION

Attachments:SRP - Engineering Dodge Ram

Remove A. 5

2016-0038**REPEAL RESOLUTION NO. 23-16:**

A RESOLUTION TO REPEAL RESOLUTION NO. 23-16 AND APPROVE THE PURCHASE OF A VOLVO MC135C SKID STEER FROM HUGG & HALL EQUIPMENT OF SPRINGDALE IN THE AMOUNT OF \$52,855.00, PURSUANT TO A HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING CONTRACT, FOR USE AT THE WEST SIDE WASTEWATER TREATMENT FACILITY

Attachments:SRP - Amendment WWPE Skid Steer 6018~~A. 6~~2016-0016**BID #16-18 UTILITY SERVICE COMPANY, INC.:**

A RESOLUTION TO AWARD BID #16-18 AND AUTHORIZE A CONTRACT WITH UTILITY SERVICE COMPANY, INC. IN THE AMOUNT OF \$1,133,510.00 FOR THE BAXTER AND MOUNT SEQUOYAH TANK REHABILITATION IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$113,351.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Baxter and Mt. Sequoyah Tank Rehab Legistar PacketBA - Baxter and Mt Sequoyah Tank Rehab~~A. 7~~2016-0005**ENVIRONMENTAL CONSULTING OPERATIONS, INC.
AMENDMENT NO. 2:**

A RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE CONTRACT WITH ENVIRONMENTAL CONSULTING OPERATIONS, INC. IN THE AMOUNT OF \$50,000.00 FOR WETLANDS MITIGATION SITE MONITORING AND MANAGEMENT THROUGH 2016

Attachments:ECO Woolsey Legistar Packet

✓ A. 8

2016-0017**KEE, LLC AND SERVPRO OF FAYETTEVILLE/SPRINGDALE:**

A RESOLUTION PURSUANT TO FAYETTEVILLE CODE OF ORDINANCES SECTION 39.10(C)(4) TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$11,695.64 TO KEE, LLC AND \$5,290.40 TO SERVPRO OF FAYETTEVILLE/SPRINGDALE FOR A WASTEWATER DAMAGE CLAIM ARISING AT 620 N. ROCKCLIFF ROAD

Attachments:Rockcliff Rd 620 (Elsass) Legistar Packet

✓ A. 9

2016-0012**PRECISION RESCUE, LLC DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$200.00 REPRESENTING DONATION REVENUE FROM PRECISION RESCUE, LLC TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:SRF SRM Donation Revenue received from Precision Rescue LLCBA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council M

✓ A. 10

2016-0013**FAYETTEVILLE FIREFIGHTERS ASSOCIATION DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$750.00 REPRESENTING DONATION REVENUE FROM THE FAYETTEVILLE FIREFIGHTERS ASSOCIATION TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:SRF SRM Donation Revenue Fayetteville Firefighters AssociationBA BUDGET ADJUSTMENT FORM Donation Revenue Feb. 2016 Council M

✓ A. 11

2016-0011**GRANT THORNTON LLP:**

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$97,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

Attachments:2016-0011 Audit engagement contract

✓ A. 12

2016-0025**PACIFIC VET GROUP-USA, INC.:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT FOR 2015 TO APPROPRIATE THE NON-CASH REPURCHASE OF APPROXIMATELY 24 ACRES IN THE FAYETTEVILLE COMMERCE DISTRICT FROM PACIFIC VET GROUP-USA, INC.

Attachments:2016-0025 Pacific Vet Group Budget2016-0025 BA BUDGET ADJUSTMENT FORM LEGISTAR

✓ A. 13

2016-0024**FRANK SHARUM LANDSCAPE DESIGN, INC.:**

A RESOLUTION TO AWARD BID #16-17 AND AUTHORIZE A CONTRACT WITH FRANK SHARUM LANDSCAPE DESIGN, INC. IN THE AMOUNT OF \$148,743.00 FOR THE INSTALLATION OF TREES AND SHRUBS WITHIN THE MEDIANS OF CROSSOVER ROAD AND VAN ASCHE DRIVE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00

Attachments:2016-0024 Crossover (II) and Van Asche Tree Planting

✓ A. 14

2016-0026**EWING SIGNAL CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A CONTRACT WITH EWING SIGNAL CONSTRUCTION, LLC OF NIXA, MISSOURI IN THE AMOUNT OF \$100,041.50 FOR THE CONSTRUCTION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF VAN ASCHE DRIVE AND GARLAND AVENUE (HIGHWAY 112), AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,000.00

Attachments:Legistar 2016-0026

~~A. 15~~ 2016-0037

**ARKANSAS HIGHWAY AND TRANSPORTATION
DEPARTMENT:**

A RESOLUTION TO APPROVE A PAYMENT OF \$359,587.42 TO THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FOR THE DESIGN AND CONSTRUCTION OF THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION IMPROVEMENTS PROJECT

Attachments:

Legistar 2016-0037

~~A. 16~~ 2016-0023

**GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA
FUNDING:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$136,992.00 FOR THE POLICE DEPARTMENT

Attachments:

SRP - 2016 HIDTA

BA - 2016 HIDTA

B. Unfinished Business: None

C. New Business:

~~C. 1~~ 2016-0010

RESCUE PHONE, INC.:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A CRISIS RESPONSE SYSTEM FROM RESCUE PHONE, INC. IN THE AMOUNT OF \$22,985.00 PLUS APPLICABLE TAXES FOR USE BY THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

Agenda - Crisis Response System

BA - Crisis Response System

Remove
C. 22016-0034**WEST AVENUE PARKING LOT - DEVELOPMENT
CONSIDERATION:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO CONSIDER PROPOSALS FOR THE DEVELOPMENT AND IMPROVEMENT OF THE CITY'S 2.8 ACRE PROPERTY AT THE SOUTHWEST CORNER OF WEST AVENUE AND DICKSON STREET CURRENTLY USED AS THE WEST AVENUE PARKING LOT

Attachments:Resolution of Intent Agenda Item**C. 3**2016-0031**RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5268 FOR APPROXIMATELY 0.53 ACRES LOCATED NORTH OF 812 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

Attachments:15-5268 CC reports**C. 4**2016-0030**VAC 15-5277 (327 S. WEST AVE./HABITAT FOR HUMANITY,
WASHINGTON COUNTY):**

AN ORDINANCE TO APPROVE VAC 15-5277 SUBMITTED BY SPECIALIZED REAL ESTATE, INC. FOR PROPERTY LOCATED AT 327 SOUTH WEST AVENUE TO VACATE PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY

Attachments:CC pack**C. 5**2016-0032**VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD
MARKET):**

AN ORDINANCE TO APPROVE VAC 15-5279 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 660 WEST MARTIN LUTHER KING BOULEVARD TO VACATE PORTIONS OF UTILITY EASEMENTS

Attachments:15-5279 Full Report

✓ C.6

2016-0027**VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES):**

AN ORDINANCE TO APPROVE VAC 15-5281 SUBMITTED BY BLEW AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1211 WEST JAMES STREET TO VACATE PORTIONS OF UTILITY AND DRAINAGE EASEMENTS

Attachments:15-5281 Full Report

✓ C.7

2016-0028**ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD MODIFICATION):**

AN ORDINANCE TO MODIFY R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT 12-4284 (PARKHILL AT MOUNTAIN RANCH) TO SLIGHTLY REDUCE THE TOTAL AREA AND THE NUMBER OF LOTS AND TO REPLACE AN ALLEY WITH SHARED DRIVEWAYS

Attachments:15-5270 CC reports**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

Interpreters or TDD for hearing impaired are available for all City Council meetings, a 72 hour advance notice is required. For further information or to request an interpreter, please call 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 1/20/16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, January 26, 2016

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

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Agenda Additions

A. Consent:

A\1 2015-0640

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BA- 3+4 qtr 2015

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Attachments:

SRF 2016-0022

BA 2016-0022

A✓4

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A RESOLUTION TO APPROVE THE PURCHASE OF A 2016 DODGE RAM 1500 TRADESMAN QUAD CAB 4X4 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE IN THE AMOUNT OF \$22,995.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE ENGINEERING DIVISION

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A✓5

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A✓6

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Attachments:Baxter and Mt. Sequoyah Tank Rehab Legistar PacketBA - Baxter and Mt Sequoyah Tank Rehab

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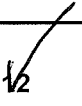
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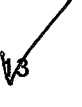
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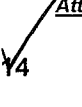
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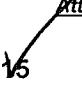
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Attachments:Legistar 2016-0026A.  15 2016-0037**ARKANSAS HIGHWAY AND TRANSPORTATION
DEPARTMENT:**

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Attachments:Legistar 2016-0037

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FUNDING:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
RECOGNIZING FUNDING FROM THE GULF COAST HIGH
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\$136,992.00 FOR THE POLICE DEPARTMENT

Attachments:SRP - 2016 HIDTABA - 2016 HIDTA**B. Unfinished Business: None****C. New Business:**C. ✓ 1 2016-0010**RESCUE PHONE, INC.:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL
COMPETITIVE BIDDING AND AUTHORIZE THE PURCHASE OF A
CRISIS RESPONSE SYSTEM FROM RESCUE PHONE, INC. IN THE
AMOUNT OF \$22,985.00 PLUS APPLICABLE TAXES FOR USE BY
THE POLICE DEPARTMENT, AND TO APPROVE A BUDGET
ADJUSTMENT

Attachments:Agenda - Crisis Response SystemBA - Crisis Response SystemC. ✓ 2 2016-0034**WEST AVENUE PARKING LOT - DEVELOPMENT
CONSIDERATION:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO
CONSIDER PROPOSALS FOR THE DEVELOPMENT AND
IMPROVEMENT OF THE CITY'S 2.8 ACRE PROPERTY AT THE
SOUTHWEST CORNER OF WEST AVENUE AND DICKSON STREET
CURRENTLY USED AS THE WEST AVENUE PARKING LOT

Attachments:Resolution of Intent Agenda Item

C✓3

2016-0031

RZN 15-5268 (NORTH OF 812 S. COLLEGE AVE./CAMERON):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 15-5268 FOR APPROXIMATELY 0.53 ACRES LOCATED NORTH OF 812 SOUTH COLLEGE AVENUE FROM NC, NEIGHBORHOOD CONSERVATION TO RSF-18, RESIDENTIAL SINGLE FAMILY, 18 UNITS PER ACRE

Attachments:

15-5268 CC reports

C✓4

2016-0030

VAC 15-5277 (327 S. WEST AVE./HABITAT FOR WASHINGTON COUNTY):

AN ORDINANCE TO APPROVE VAC 15-5277 SUBMITTED BY SPECIALIZED REAL ESTATE, INC. FOR PROPERTY LOCATED AT 327 SOUTH WEST AVENUE TO VACATE PORTIONS OF STREET AND ALLEY RIGHTS-OF-WAY

Attachments:

CC pack

C✓5

2016-0032

VAC 15-5279 (660 W. MLK BLVD./WALMART NEIGHBORHOOD MARKET):

AN ORDINANCE TO APPROVE VAC 15-5279 SUBMITTED BY CEI ENGINEERING ASSOCIATES, INC. FOR PROPERTY LOCATED AT 660 WEST MARTIN LUTHER KING BOULEVARD TO VACATE PORTIONS OF UTILITY EASEMENTS

Attachments:15-5279 Full Report

C✓6

2016-0027

VAC 15-5281 (1211 W. JAMES ST./HAVEN CAMPUS COMMUNITIES):

AN ORDINANCE TO APPROVE VAC 15-5281 SUBMITTED BY BLEW AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 1211 WEST JAMES STREET TO VACATE PORTIONS OF UTILITY AND DRAINAGE EASEMENTS

Attachments:15-5281 Full Report

C7

2016-0028

**ADM 15-5270 (SOUTHWEST CORNER OF PERSIMMION AND
MOUNTAIN RANCH/PARKHILL AT MOUNTAIN RANCH PZD
MODIFICATION):****Attachments:**

15-5270 CC reports

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

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

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