

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Final Agenda
City of Fayetteville Arkansas
City Council Meeting
February 19, 2013**

A meeting of the Fayetteville City Council will be held on February 19, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

1. **City of Distinction Award** - Crews and Associates

Agenda Additions:

A. Consent:

1. Approval of the February 5, 2013 City Council meeting minutes. **APPROVED**
2. **Safe Routes to Schools Grant:** A resolution to approve and support a grant application to the Arkansas State Highway and Transportation Department in the amount of \$81,248.00 for partial funding for the Clabber Creek Trail Bridge along Salem Road as part of the Safe Routes to Schools Program.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 29-13

3. **Springdale Dodge:** A resolution approving the purchase of one (1) 2013 Dodge Ram 1500 pickup truck from Springdale Dodge in the amount of \$24,200.00, pursuant to a state procurement contract, for use by the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 30-13

4. **North Point Ford:** A resolution approving the purchase of two (2) Ford F-150 pickup trucks from North Point Ford of North Little Rock in the total amount of \$30,140.00, pursuant to a state procurement contract.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 31-13

5. **Riggs Cat of Springdale:** A resolution approving the purchase of four (4) Caterpillar 420F backhoe/loaders from Riggs Cat of Springdale in the total amount of \$399,640.00, pursuant to a state procurement contract, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 32-13

6. **Williams Tractor of Fayetteville:** A resolution approving the purchase of five (5) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$66,595.00, pursuant to a state procurement contract, and approving a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 33-13

7. **Ranger's Pantry Pet Food Bank:** A resolution approving a budget adjustment in the total amount of \$2,631.00 representing donation revenue to the Community Services Division Ranger's Pantry Pet Food Bank.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 34-13

8. **Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2013 when received in the estimated amount of \$540,787.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 35-13

9. **McClelland Consulting Engineers:** A resolution approving a professional engineering design services agreement with McClelland Consulting Engineers in the amount of \$279,045.55 for the rehabilitation of the historic Maple Street and Lafayette Street bridges, and approving a budget adjustment recognizing federal grant revenue in the amount of \$223,257.00.

**REMOVED FROM CONSENT FOR DISCUSSION AND TABLED TO
MARCH 5, 2013 CITY COUNCIL MEETING**

10. **Meadow Valley Trail Airspace Permit:** A resolution approving an airspace permit agreement with the Arkansas State Highway and Transportation Department for the Meadow Valley Trail.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 36-13

B. Unfinished Business: None

C. New Business:

- 1. Amend Chapter 50 Garbage and Trash:** An ordinance amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Services of Chapter 50: Garbage and Trash of the Code of Fayetteville.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5565

D. City Council Agenda Session Presentations:

1. Economic Development Contract Quarterly Report - Chung Tan & Steve Clark

E. City Council Tours:

- 1. April 8, 2013 5:00 PM**
Westside Wastewater Treatment Plant
- 2. May 6, 2013 5:00 PM**
Noland Wastewater Treatment Plant and Biosolids Management Site

F. Announcements:

Adjournment: 7:00 p.m.

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.

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

Old business and new business.

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

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

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

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

City Council Meeting:

February 19, 2013

Adjourn: 7:00 p.m.

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

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

McClelland Consulting Engineers
removed from the Consent
Agenda for discussion

Subject:	Consent				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
Minutes Approved A. 9. Removed from Consent for discussion 29-13 thru 36-13	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	A. 9. McClelland Consulting Engineers:				
Motion To:	Amend:	Preservation, restoration, and renovation		Date to March 5, 2013.	
Motion By:		Kinion		Kinion	
Seconded:		Long		Marsh	
Dated to March 5, 2013	Tennant	Alderman		✓	
	Schoppmeyer	Kinion		✓	
	Adams	Withdrew		✓	
	Long	his		✓	
	Gray	motion		✓	
	Marsh			✓	
	Kinion			✓	
	Petty			✓	
	Mayor Jordan				

No vote

8-0.

Subject:	None				
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business	Tennant				
	Schoppmeyer				
	Adams				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

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

Subject:		Amend Chapter 50 Garbage and Trash			
Motion To:		Amend Subsection D	2nd Read	3rd Read	Pass
Motion By:		Marsh	Tennant	Kinion	
Seconded:		Gray	Adams	Long	
C. 1 New Business <u>Passed</u> 5565	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	Adams	✓	✓	✓	✓
	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Mayor Jordan				

8-0

8-0

8-0

8-0

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



Departmental Correspondence



www.accessfayetteville.org

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: February 20, 2013

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of February 19, 2013

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Added at
Agenda Session
2/12/13

City of Fayetteville Staff Review Form

A. 10
Meadow Valley Trail Airspace Permit
Page 1 of 24

City Council Agenda Items
and
Contracts, Leases or Agreements

~~Mayor's Signature Only~~

City Council Meeting Date
Agenda Items Only

1/21 2/19/13

Matt Mihalevich

Submitted By

Engineering

Division

Development Services

Department

Action Required:

Staff requests the Mayor's signature on the attached Airspace Permit with the Arkansas State Highway and Transportation Department for the Meadow Valley Trail (Formerly U of A Farm Trail) at Porter Road and I-540.

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☐


Department Director

02-08-2013

Date

Previous Ordinance or Resolution #

Original Contract Date:


City Attorney

2-11-2013

Date

Original Contract Number:


Finance and Internal Services Director

2-11-2013

Date

Received in City
Clerk's Office


Chief of Staff

2-11-13

Date

Received in
Mayor's Office


Mayor

2/12/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director *JP*
Chris Brown, City Engineer *CB*

From: Matt Mihalevich, Trails Coordinator *MM*

Date: February 8th, 2013

Subject: Airspace Permit

PROPOSAL:

Staff requests the Mayor's signature on the attached Airspace Permit with the Arkansas State Highway and Transportation Department for the Meadow Valley Trail (Formerly U of A Farm Trail) at Porter Road and I-540.

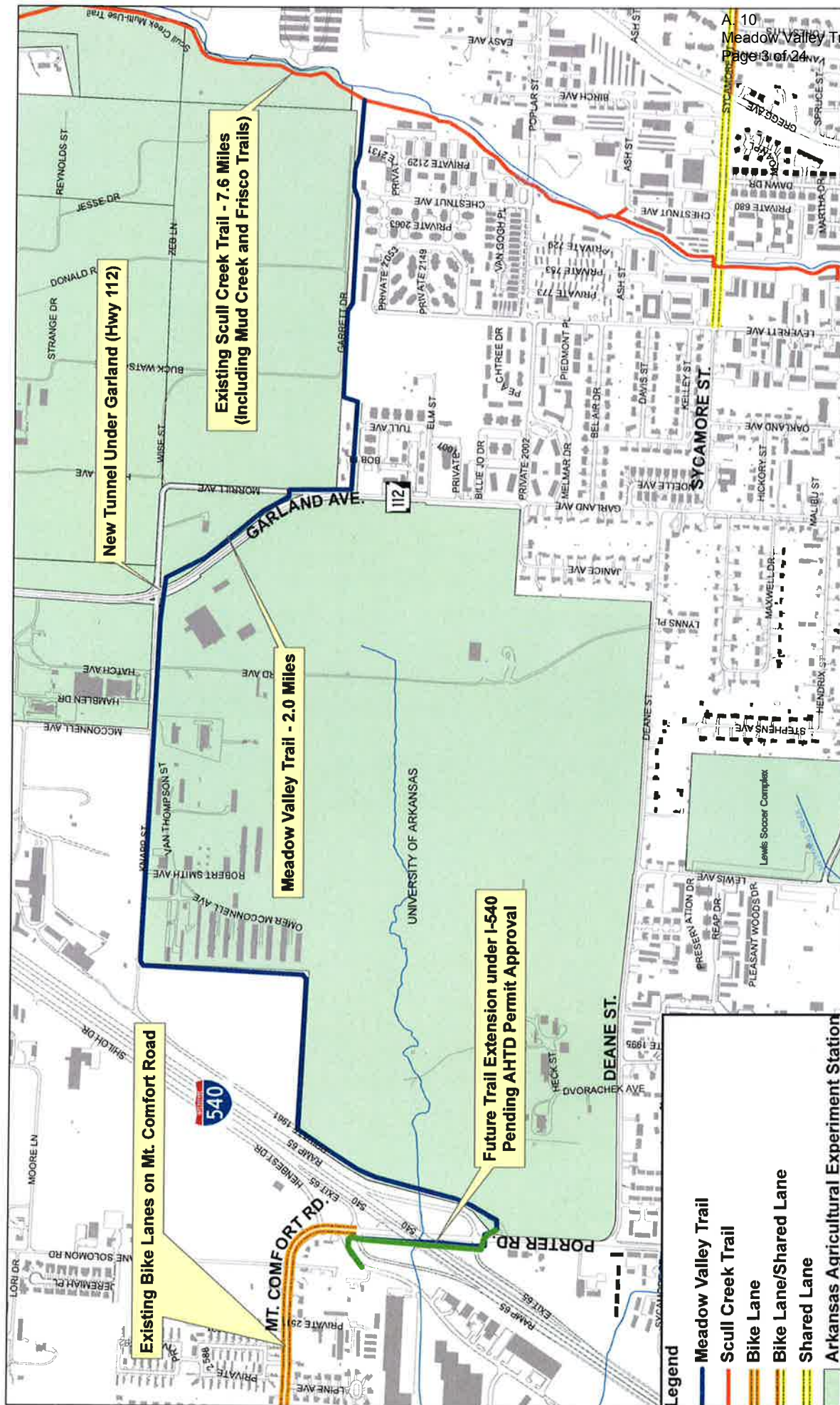
RECOMMENDATION:

City staff has been working with the Arkansas Highway and Transportation Department (AHTD) for several years to obtain permit approval to extend the Meadow Valley Trail west and north under I-540 to connect to the bike lanes along Mt. Comfort Road and future sections of Shiloh Trail. The attached Airspace Permit is a standard requirement for AHTD when a trail crosses interstate highway property. City Attorney Kit Williams has been working with AHTD attorneys to remove language that would have required the City to keep an insurance policy to indemnify AHTD for incidents on the trail. The attached Airspace Permit represents the final language agreed upon by both Kit and the AHTD attorneys.

The Meadow Valley Trail connects to Scull Creek Trail, just north of Poplar Street and extends west along the south edge of the University of Arkansas Agricultural Experiment Station toward Garland Ave. At Garland, the trail then heads northwest through the Agri Park and safely crosses under Garland Avenue through a new tunnel. From the tunnel the trail continues west along Knapp Street, then back south to connect to Porter Road at I-540.

BUDGET IMPACT:

None.



Meadow Valley Trail
2.0 Miles

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

A. 10
Meadow Valley Trail Airspace Permit
Page 4 of 24

RECEIVED

FEB 7 2013

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Scott E. Bennett
Director
Telephone (501) 569-2000
Voice/TTY 711



P.O. Box 2261
Little Rock, Arkansas 72203-2261
Telefax (501) 569-2400
www.arkansashighways.com

February 6, 2013

Honorable Lioneld Jordan
Mayor, City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

U of A Farm Trail
Porter Road
Washington County
Airspace Permit

Mayor Jordan:

Enclosed for review and signatures are two copies of the Airspace Permit necessary for the U of A Farm Trail project. Upon approval please forward both signed copies to me at the address below.

If the City of Fayetteville has any questions or needs any additional information about this Airspace Permit please contact me.

Sincerely,

James F. Braden
Assistant Division Head
Right of Way Division

AHTD
Right of Way Division
10324 Interstate 30
Little Rock, AR 72209
501-569-2314
james.braden@ahtd.ar.gov

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AIRSPACE PERMIT AGREEMENT
WITH THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION
DEPARTMENT FOR THE MEADOW VALLEY TRAIL**

**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 Airspace Permit Agreement with the Arkansas State Highway and Transportation Department so that the Meadow Valley Trail can use highway right of way at the Porter Road exit to cross I540 and authorizes Mayor Jordan to sign this agreement. A copy of the Airspace Permit Agreement, marked Exhibit "A," is attached hereto and made a part hereof.

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**AIRSPACE PERMIT
CITY OF FAYETTEVILLE**

**U of A Farm Trail
Porter Road**

This Airspace Permit ("Permit") is based upon the authority granted the Arkansas State Highway Commission ("Commission") in Ark. Code Ann. § 27-67-304(b) (Repl. 1994), and the Arkansas State Highway and Transportation Department ("AHTD" or "Department"), pursuant to Commission Minute Order No. 2012-008, and is subject to the approval of the Federal Highway Administration ("FHWA"). The parties to this Permit are the Department and the City of Fayetteville, Arkansas ("City"). The City has requested use of certain lands owned by the Commission, more fully set forth on Attachment "A", for a purpose that does not interfere with the public use of the property for highway purposes. This Permit shall supersede and replace all terms and conditions of any previous, if any, agreement between the City and the Department governing the use of the property set forth on Attachment "A", ("Property"). **See Attachment "A" Legal Description and Right of Way Maps** attached hereto and made a part hereof. **And also See Exhibit "A" U of A Farm Trail** attached hereto and made a part hereof.

The City proposes to construct a "multi-purpose pedestrian trail", known as the U of A Farm Trail, along Interstate 540 right of way and have the trail to the City to be constructed on and near the locations set forth on Job Number 4706-4- U of A Farm Trail as Exhibit "A". The Department's District Engineer has made a preliminary determination that such use will not interfere with the public use of the property for highway purposes. However, any final determination of such issue will not be made until detailed plans and specifications of the improvements the City proposes to make have been submitted to the District Engineer for final approval. The Commission will retain all right, title, interest, supervision, and jurisdiction in and

over such lands. This Permit is a license only and does not convey or create any interest on the part of the City in the lands set forth on Exhibit "A".

In addition to the foregoing plans to construct a "multi-purpose pedestrian trail" along Interstate 540 right of way and have the trail known as the U of A Farm Trail, which was requested by the City of Fayetteville, Arkansas, this Permit is for the City of Fayetteville to construct and assume maintenance of the area of the "multi-purpose pedestrian trail" specified on the attachment as Porter Road at Interstate 540 and Arkansas Highway 16 -- Highway 112 in Washington County for the purpose of providing a "multi-purpose pedestrian trail" to the City with the U of A Farm Trail to the city.

In addition, the City understands and agrees that all costs will be borne by the City, that it will be responsible for all Federal Emergency Management Agency (FEMA) and U.S. Army Corps of Engineers (Corps), if any, permits and construction will be in accordance with the requirements contained in and on Attachment "A". The Commission will retain all right, title and interest in and to such lands. This Permit is a license only and does not convey or create any interest on the part of the City in the lands described herein.

The Department hereby authorizes, subject to final approval and concurrence by the FHWA, the Commission, the District Engineer and the City to use the property set forth on Attachment "A", ("Property") for the terms, purposes and conditions herein set forth.

1) This Permit is expressly contingent upon the approval and concurrence of the FHWA and submission of final plans and specification of the proposed improvements to the District Engineer and his issuance of a permit to the City approving its plans and authorizing it to proceed with construction of such permitted improvements.

2) This Permit shall be effective immediately upon its execution by the parties and is intended to be perpetual, beginning immediately upon its execution and subject to the terms and conditions contained herein; provided however, that either party shall have the right to terminate this Permit, with or without cause, upon sixty (60) days written notice to the other party.

3) The City shall use the Property only to construct a "multi-purpose pedestrian trail" along Interstate 540 and Porter Road right of ways, known as the U of A Farm Trail, which landscaping, irrigation, lighting and signage shall be shown on plans submitted to, and approved by the District Engineer, by his issuance of a permit therefore, or such other use as is expressly approved in advance and in writing by the District Engineer. Facilities and improvements presently in place and approved under previous agreements between the Department and the City shall be deemed approved. The City shall not use the Property in any way that interferes with the Property's use for highway purposes.

4) Notwithstanding any other provision regarding termination of this Permit, this Permit shall terminate upon five (5) days written notice to the City of Fayetteville, Arkansas, in the event that the City's use of the Property is changed without the prior written consent of the FHWA and the Department.

5) All improvements, excavation, construction, and any other condition on the Property shall comply with the then-current AHTD Standard Specifications where applicable, including those related to maintaining traffic flow and signs, and shall be subject to the approval of the AHTD District Engineer for the area. All such improvements, excavation, construction, and other conditions shall also be subject to FHWA concurrence where and if applicable.

6) No permanent or temporary improvements or alterations shall be made in, on, or upon the site without the written consent and approval of the FHWA and the District Engineer.

7) The City shall be solely and exclusively responsible for all costs associated with the removal, modification, or relocation of any utility within the Property, which is caused by the City's use of the Property.

8) The City shall be solely and exclusively responsible for payment of all taxes and assessments that may be legally assessed on the Property as a result of any Permit issued hereunder.

9) No signs, displays, or devices, may be placed within the right of way without the written consent of the District Engineer. No signs, displays, or devices, other than traffic control signs complying with the FHWA Manual on Uniform Traffic Control Devices, shall be erected on the Property unless specifically permitted by the District Engineer. All signs during the construction and maintenance on the Property shall conform to the FHWA Manual on Uniform Traffic Control Devices, as amended. This paragraph shall not be construed to allow the placement of any signs without the permission of the District Engineer.

10) The City, at its sole expense, shall keep and maintain the "multi-purpose pedestrian trail" at all times in an orderly, clean, safe, and sanitary condition. The City shall comply with all applicable federal, state, and local laws, ordinances and regulations while using, or in possession of the Property, including without limitation all environmental laws and regulations and FHWA regulations regarding the Property's use.

11) The City shall submit all construction plans for any proposed improvements on the Property for approval by the District Engineer prior to commencing any work. Any work performed by the City on the Property shall not unduly interfere with the flow of traffic.

12) The City agrees to occupy and use the Property at its own risk and expense,

13) The City of Fayetteville does not waive its sovereign statutory immunity, but acknowledges that the City has full legal responsibility for the proper design, construction, maintenance and operation of this trail within the Arkansas Highway and Transportation Department's right-of-way for I-540. The City acknowledges that the Highway Department and Highway Commission have no duty or responsibility to users of this City trail, and therefore can have no liability related to the design, construction, maintenance or operation of this City trail. If the Arkansas Claims Commission ever grants a claim against the Highway Department or Highway Commission for an injury or other damage to a person using this Fayetteville City Trail within this Air Space Permit area, the City of Fayetteville agrees to pay this claim for the Highway Department or Highway Commission.

14) The Commission, the Department, and the FHWA, and any officer, employee or agent thereof, retain and shall have the right to enter the Property at any time without notice to the City.

15) The Commission and Department reserve, and shall have the right, at their sole discretion, to take immediate possession of the Property in case of any national or other emergency (including temporary emergencies such as weather emergencies, traffic accidents, hazardous material spills and other such events that may be hazardous or obstruct traffic), and for the protection and maintenance of the highway facility, in which event the terms of this Permit shall be suspended.

16) If the City violates any of the conditions contained in this Permit, or if the City discontinues use of the Property for more than sixty (60) days, the Department may, without notice, declare any Permit issued hereunder terminated.

17) Upon termination of this Permit (or any permit issued hereunder) for any reason, the City shall peaceably surrender the Property to the Commission in good order and repair, excepting reasonable use and wear thereof, damage by earthquake, fire, public calamity, the elements, or other unavoidable casualty. The Property shall be restored to its previous condition at the expense of the City; provided, if any improvements are not removed after thirty (30) days written notice from the Department to the City, the Department may: (a) proceed to remove the improvements and restore the Property, and the City shall pay the Department upon demand the reasonable cost of removal and restoration; or, (b) the Commission may, in its sole and absolute discretion, elect to declare the improvements property of the Commission, whereupon all right, title and interest of the City therein shall forthwith terminate and vest in the Commission. No cost shall be attributed to the FHWA under any part of this Permit.

18) This Permit may not be assigned and all obligations and duties of the City hereunder shall be considered non-delegable.

19) The City, as a part of the consideration hereof, does hereby covenant and agree that no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the facilities on account of race, color, sex, national origin, or disability, and that in the construction of any improvements on, over, and under the Property, and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on account of race, color, sex, national origin, or disability. The City further covenants that it shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Effectuation of Title VI of the Civil Rights Act of 1964, as amended. In

the event of breach of any of the nondiscrimination covenants, the Department shall have the right to terminate this Permit or any permit issued hereunder without further notice.

20) The Property shall retain its character as a public right of way and the City may not charge any person a fee of any kind whatsoever to enter or use the Property, nor permit or sublease the exclusive use of the Property to any individual, entity, association, or organization of any kind whatsoever. No vending shall be allowed within the area of the Property.

21) It is understood that granting of this Permit to the City of Fayetteville, Arkansas, does not impair or relinquish the Commission's right to use the Property for right of way purposes for the construction, maintenance, or reconstruction of the traffic facility, nor shall use of the land under this Permit ever be construed as abandonment by the Commission of land acquired for highway purposes. The permitted use by the City shall remain subordinate to the Commission's ownership and use of the property for highway purposes.

22) It is understood by the parties that this Permit may be executed in any number of copies, each of which shall be deemed an original.

Executed on this _____ day of _____, 2013.

**ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT,
PERMITOR**

**CITY OF FAYETTEVILLE, ARKANSAS,
PERMITEE**

By: _____
Scott E. Bennett
Director of Highways and Transportation

By: _____
Lioneld Jordan, Mayor

By: _____
Sondra Smith, City Clerk

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss
COUNTY OF PULASKI)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, within and for the County and State aforesaid, duly commissioned and acting, Scott E. Bennett, to me well known as the Director of Highways and Transportation, who stated that he had executed the foregoing Airspace Permit for and on behalf of the Arkansas State Highway Commission, for the consideration and purposes therein mentioned and set forth and was authorized so to act by proper resolution of the Commission in Minute Order No. 2012-008, dated the 8th day of February, 2012.

WITNESS my hand and seal as such Notary Public on this _____ day of _____, 2013.

My Commission Expires: _____, Notary Public

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss
COUNTY OF WASHINGTON)

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State aforesaid, the within named Lioneld Jordon and Sondra Smith, to me well personally known, who stated that they were the Mayor and the City Clerk, respectively, of the City of Fayetteville, Arkansas, and were duly authorized in their capacities to execute the foregoing instrument for and in the name of and on the behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2013.

My Commission Expires: _____, Notary Public

**MULTI-PURPOSE PEDESTRIAN TRAIL
CENTERLINE DESCRIPTION**

**AHTD JOB 4706-SEC. 4
FED. AID PROJECT FFD-011-3(45)
HWY. 16 – HWY. 112**

WHEREAS, the City of Fayetteville, Washington County, Arkansas, has requested an Airspace Permit to use certain highway right-of-way, located in the City of Fayetteville, and owned by the Arkansas State Highway and Transportation Department, a 22' wide easement for the purpose of constructing a 12' wide Multi-Purpose Pedestrian Trail under the I-540 bridge at Porter Road, the centerline of said Pedestrian Trail described as follows:

A part of the East Half (E ½) of the Southeast Quarter (SE ¼) of Section Six (6) and a part of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section Five (5), all being in Township Sixteen (16) North, Range Thirty (30) West, Washington County, Arkansas, being more particularly described as follows:

Commencing at a found aluminum AHTD right-of-way monument (stamped 2012 P.S. #1201) on the Northwestern right-of-way line of I-540 at Construction Centerline Station 403+80.00, offset 344.76 feet left as per AHTD, JOB NO. 4706, Sec. 4; thence along said right-of-way line North 66°59'07" East 91.80 feet to the POINT OF BEGINNING being at centerline Station 2+03.61 of said Multi-Purpose Pedestrian Trail, said point being at said Construction Centerline Station 404+57.11, 296.05 feet left of said Interstate 540; thence leaving said right-of-way line along said centerline of said trail on a 159°09'18" degree of curve right an arc length of 32.10 feet to Station 2+35.71; thence continuing along said centerline South 00°06'48" East 113.41 feet to Station 3+49.12; thence continuing along said centerline South 04°16'15" West 56.16 feet to Station 4+05.28; thence continuing along said centerline South 02°34'24" West 240.35 feet to Station 6+45.62; thence continuing along said centerline South 03°48'15" East 39.63 feet to Station 6+85.26; thence continuing along said centerline South 02°59'28" East 63.77 feet to Station 7+49.02; thence continuing along said centerline South 01°53'03" West 123.32 feet to Station 8+72.34; thence continuing along said centerline South 04°30'13" West 93.76 feet to Station 9+66.11; thence continuing along said centerline South 03°26'22" West 91.99 feet to Station 10+58.10; thence continuing along said centerline South 08°37'06" West 22.84 feet to Station 10+80.94; thence continuing along said centerline South 01°32'15" West 81.70 feet to Station 11+62.63; thence along said centerline on a 1145°54'56" degree of curve left an arc length of 7.99 feet to Station 11+70.62; thence continuing along said centerline North 89°59'42" East 38.03 feet to Station 12+08.65; thence along said centerline on a 286°28'44" degree curve to the right an arc length of 36.15 feet to Station 12+44.80; thence continuing along said centerline South 13°34'02" West 11.79 feet to Station 12+56.59; thence continuing along said centerline on a 103°14'08" curve to the left an arc length of 46.01 feet to the terminus at Station 13+02.57, being on the AHTD Control-of Access right-of-way line of I-540 at Construction Centerline Station 396+30.33, offset 334.88 right per said AHTD, JOB NO. 4706, Sec. 4, said terminus also being distant South 01°51'54" West 20.08 feet from a found iron pin with an AHTD right-of-way sign, said pin being at said Construction Centerline Station 396+47.05, offset 324.33 right.

T-16-N, R-30-W

JOB NUMBER	FEDERAL AID PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
4706 SEC. 4 FAY. B.P.D. 11-3(25)		9	7
CONSTRUCTION			
4706			



DENOTES AIRSPACE EASEMENT
 ESTABLISHED BY M.O.# 2001-222
 AIRSPACE PERMIT
 DATED APRIL 21, 2009

W 1/2 FRI NW 1/4
5

400
Res. 25.88 AC ±

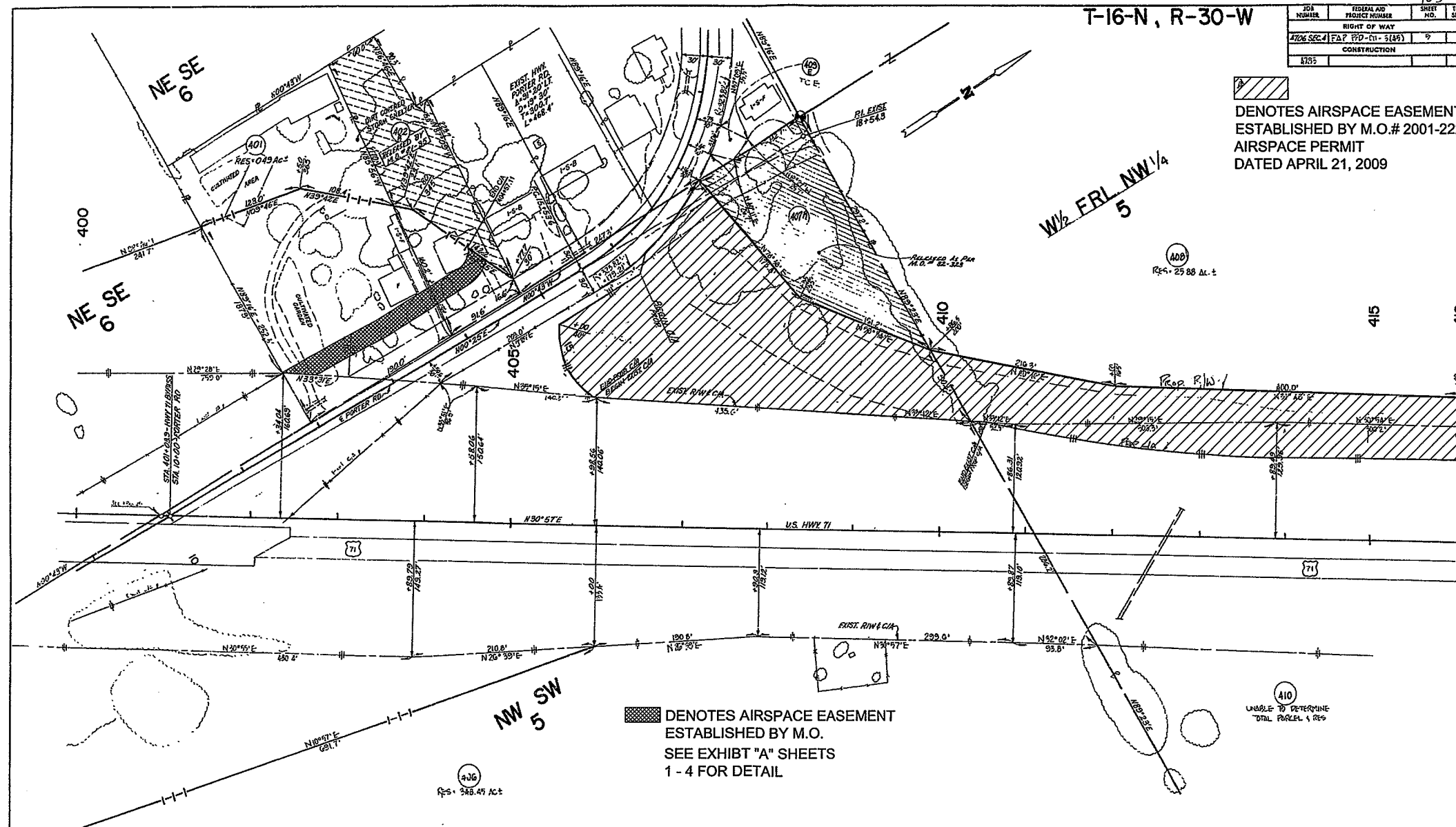
415

416

DENOTES AIRSPACE EASEMENT
 ESTABLISHED BY M.O.
 SEE EXHIBIT "A" SHEETS
 1 - 4 FOR DETAIL

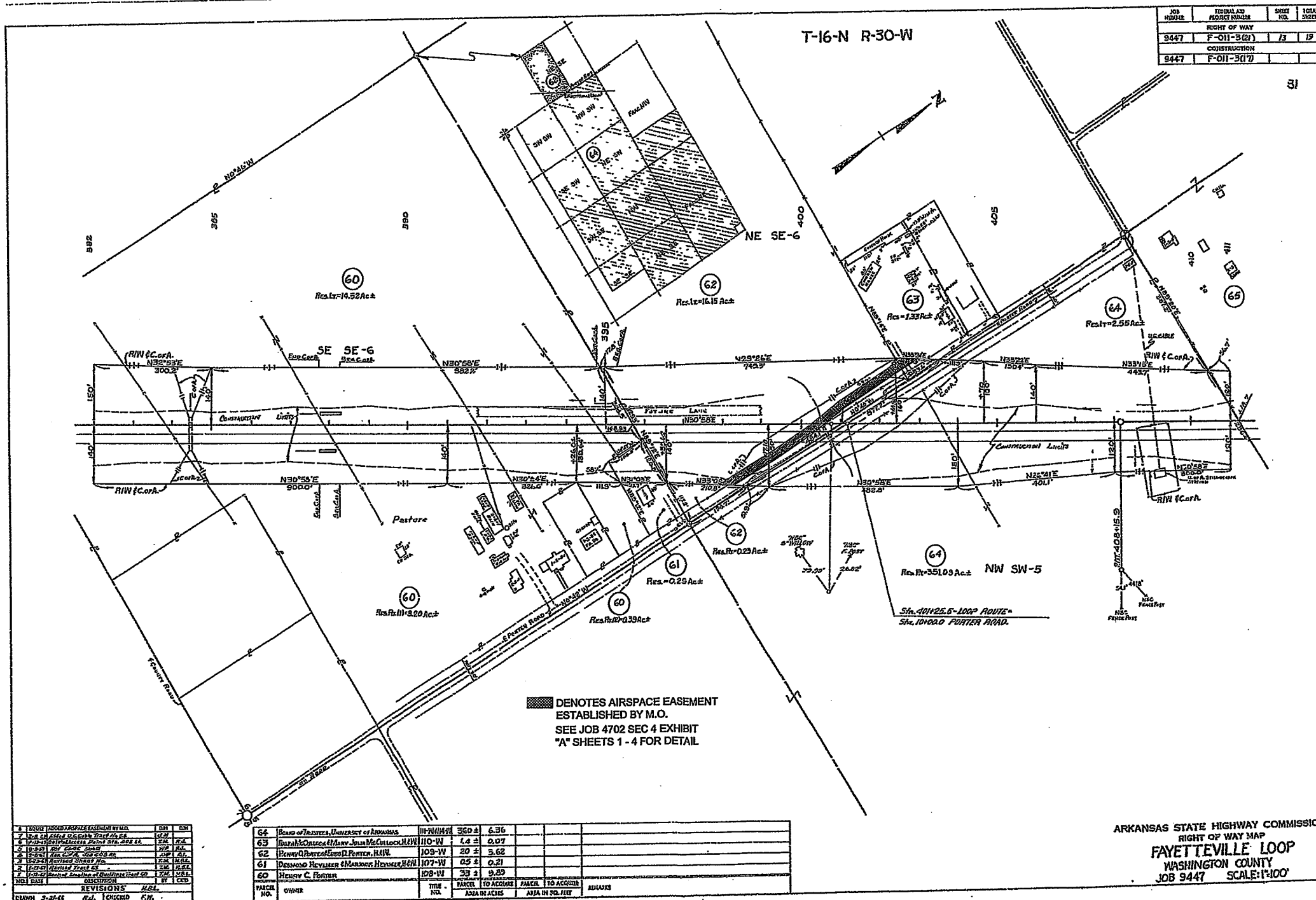
406
Res. 948.49 AC ±

410
UNABLE TO DETERMINE
TOTAL PARCEL RES



NO.	DATE	DESCRIPTION	BY	CHKD	REVISIONS	PARCEL NO.	OWNER	TITLE NO.	PARCEL TO ACQUIRE	PARCEL TO ACQUIRE AREA IN ACRES	REMARKS
10	10/10/12	ADDED AIRSPACE EASEMENT M.O.# 2001-222	DJH	DJH		401	STANLEY JR & NORMA A DRAKE	25	15.2	1.01±	
9	8/23/10	REV END C/LT TO STATION 404+57.11	DJH	DJH		402	JAMES LEE & ROSE MARIE WILLETTH	26	0.62	0.20±	
8	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		406	BOARD OF TRUSTEES, U.S.A	36	37	391±	2.55±
7	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		407	BOARD OF TRUSTEES, U.S.A	37	2.2±	1.99±	
6	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		410	WASHINGTON CO PARK ASSOC	28	38.28	0.61±	ACCESS TOWING ONLY UNABLE TO DETERMINE TOTAL PARCEL RES
5	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		405	WASHINGTON CO PARK ASSOC	30			TCF CONT CO2±
4	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		406	J.W. WISINGER	34	35	27±	1.12±
3	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		407	BOARD OF TRUSTEES, U.S.A	37	2.2±	1.99±	
2	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		406	BOARD OF TRUSTEES, U.S.A	36	37	391±	2.55±
1	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		402	JAMES LEE & ROSE MARIE WILLETTH	26	0.62	0.20±	
0	8/23/10	ADDED AIRSPACE EASEMENT BY M.O.	DJH	DJH		401	STANLEY JR & NORMA A DRAKE	25	15.2	1.01±	

HWY. 16 - HWY. 112
 FAYETTEVILLE BYPASS
 ARKANSAS STATE HIGHWAY COMMISSION
 RIGHT OF WAY MAP
 4706 SEC. 4 WASHINGTON CO.
 SCALE: 1"=50'



ARKANSAS STATE HIGHWAY COMMISSION
RIGHT OF WAY MAP
FAYETTEVILLE LOOP
WASHINGTON COUNTY
JOB 9447 SCALE: 1"=100'

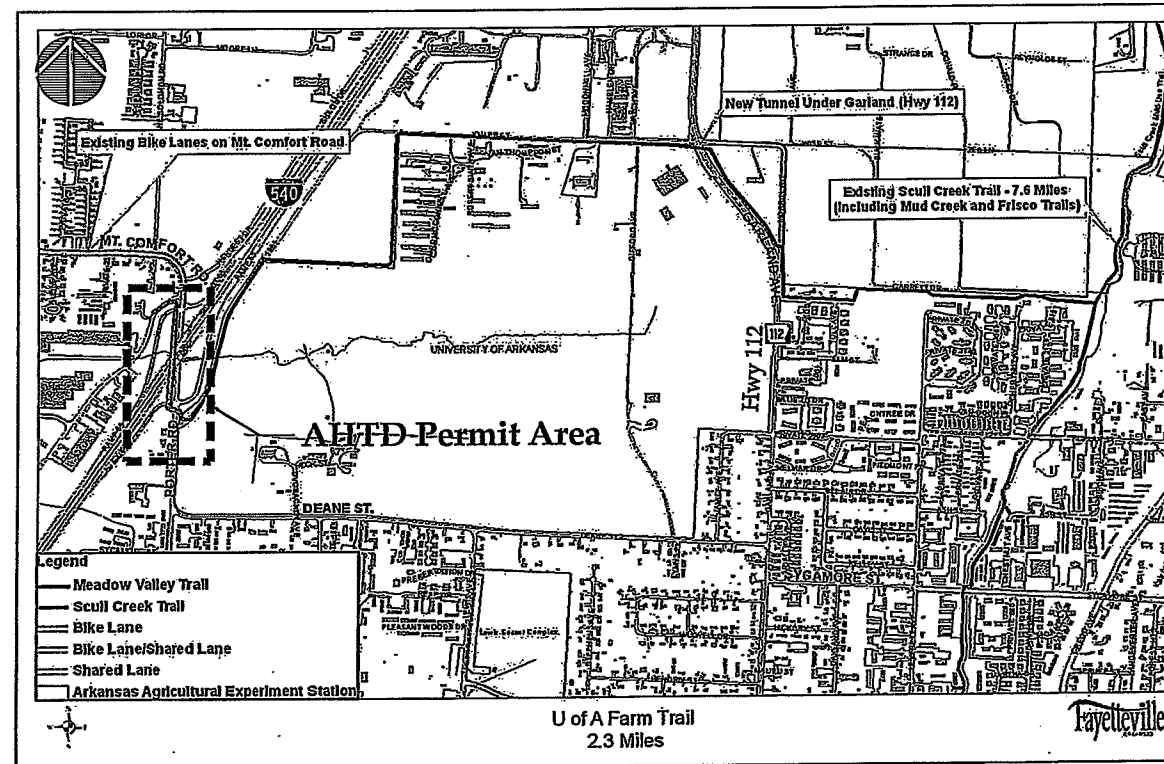
NO.	DATE	REVISIONS	BY	CHKD
1	3-21-66	1	W. J. C. F.	W. J. C. F.
2	3-21-66	2	W. J. C. F.	W. J. C. F.
3	3-21-66	3	W. J. C. F.	W. J. C. F.
4	3-21-66	4	W. J. C. F.	W. J. C. F.
5	3-21-66	5	W. J. C. F.	W. J. C. F.
6	3-21-66	6	W. J. C. F.	W. J. C. F.
7	3-21-66	7	W. J. C. F.	W. J. C. F.
8	3-21-66	8	W. J. C. F.	W. J. C. F.
9	3-21-66	9	W. J. C. F.	W. J. C. F.
10	3-21-66	10	W. J. C. F.	W. J. C. F.

NO.	OWNER	TITLE	NO.	AREA IN ACRES	AREA IN SQ. FEET	ADJACENT
64	BOARD OF TRUSTEES, UNIVERSITY OF ARKANSAS	110-W	1.4 ±	0.07		
63	PAUL MCCLURE & MARY J. MCCLURE, H&W	109-W	20 ±	3.62		
62	HENRY D. PORTER & EDDIE D. PORTER, H&W	107-W	05 ±	0.21		
61	DESMOND HEVILAN & MARJORIE HEVILAN, H&W	108-W	33 ±	9.85		
60	HENRY C. PORTER	109-W	1.4 ±	0.07		



50 0

Scale: 1" = 50'



AUGUST 3RD, 2012

- 1.) AHTD AIRSPACE EASEMENT PERMIT COVER SHEET
- 2.) AHTD AHTD AIRSPACE EASEMENT CONTROL SHEET
- 3.) SITE PLAN AHTD AIRSPACE EASEMENT STA 0+00 TO STA 7+40
- 4.) SITE PLAN AHTD AIRSPACE EASEMENT STA 7+40 TO STA 13+04



U of A Farm Trail
U of A Farm Trail I-540 & PORTER RD
AHTD AIRSPACE EASEMENT PERMIT

ENGINEERING DIVISION
113 W. MOUNTAIN STREET

Fayetteville
ARKANSAS

DATE:	8/2/2012
SHEET:	1 of 4
PROJECT:	EASEMENT-ground

CONTROL POINT DATA-ARKANSAS STATE PLANE ZONE 0301 (AR NORTH) -BASED
ON GPS CONTROL PROJECTED TO GROUND UNITS, U.S. SURVEY FOOT

SURVEY CONTROL POINTS

PT NO.	EASTING	NORTHING	ELEVATION	DESCRIPTION	TRAIL STA.	OFFSET
1	669910.0700	648589.6900	1283.44	COF Monument J11 3" Aluminum Cap		
100	664483.0300	646104.3000	1266.83	CP/ SET 80D SPIKE	13+11.55	99.94 R
101	664311.2400	646276.1600	1256.35	CP/ SET 80D SPIKE	11+56.02	171.74 R
103	664477.8000	646112.4700	1266.74	5/8" FIP		
104	664469.5200	646162.8600	1265.59	MON/ 5/8" FIP BY DAMAGED R/W SIGN		
105	664470.9900	646203.7300	1262.78	MON/ 5/8" FIP BY RW SIGN		
106	664549.7000	646159.6900	1265.22	MON/ 5/8" FIP AT RW ANGLE POINT		
107	664551.0000	646199.7400	1262.12	MON/5/8" FIP NEXT TO RW SIGN		
109	664537.7300	646110.1200	1265.55	FOUND 1-1/4" ALUMINUM CAP IN PAVEMENT		
110	664264.6700	646220.3000	1256.74	CP/ SET 80D SPIKE	11+63.75	222.46 R
111	664525.8500	646114.2600	1265.04	FOUND NAIL IN BOTTLE CAP		
112	664225.9100	646668.7200	1237.52	FIP/ FOUND 5/8"		
1200	664331.9200	646208.0100	1263.33	MON/5/8" FIP BY RW SIGN		
2000	664708.9700	646338.5300	N/A	DAMAGED R/W SIGN POST		
2001	664547.1969	647236.2854	N/A	CC/ CALCULATED RW POINT POINT NOT SET IN ROAD		
2002	664416.1444	647182.5975	1259.78	FOUND 1-1/4" ALUMINUM CAP STAMPED "2012 PS 1201"		
2003	664326.0351	647086.7835	1250.48	FOUND 1-1/4" ALUMINUM CAP STAMPED "2012 PS 1201"		

AHTD REFERENCE
AHTD JOB #4706-SEC4

CENTERLINE LENGTH
1099 LF

EASEMENT ACREAGE
22,148.21 SQ FT
0.55 Ac. +/-

BASIS OF SURVEY

MOUNT COMFORT ROAD IMPROVEMENTS CONTRACT 1 ALPINE AVENUE TO
I-540, CITY OF FAYETTEVILLE - FAYETTEVILLE, AR
AS LISTED SHEET 2 - "CITY OF FAYETTEVILLE" STATE PLANE COORDINATES FOR
CITY MONUMENTS J-9 AND ROTATED TO CITY MONUMENT I-9, CITY OF
FAYETTEVILLE COORDINATES REPORTED TO BE NAD83 DATUM, ARKANSAS
NORTH ZONE, AND VERTICAL DATUM ON NGVD 29.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	S 00°06'48" E	113.41'
L2	S 04°16'15" W	56.16'
L3	S 02°34'24" W	240.35'
L4	S 03°48'15" E	39.63'
L5	S 02°59'28" E	63.77'
L6	S 01°53'03" W	123.32'
L7	S 04°30'13" W	93.76'
L8	S 03°26'22" W	91.99'
L9	S 08°37'06" W	22.84'
L10	S 01°32'15" W	81.70'
L11	N 69°59'42" E	38.03'
L12	S 13°34'02" W	11.79'

CENTERLINE POINTS

PT NO.	EASTING	NORTHING	ELEV.	STATION
8001	664500.6372	647218.488	0	POB 2+03.61
8002	664514.0800	647190.5026	0	PT 2+35.71
8003	664514.3045	647077.0898	0	PI 3+49.12
8004	664510.1224	647021.0876	0	PI 4+05.28
8005	664499.3309	646780.9807	0	PI 6+45.62
8006	664501.9601	646741.439	0	PI 6+85.26
8007	664505.2876	646677.7572	0	PI 7+49.02
8008	664501.2328	646555.5889	0	PI 8+72.34
8009	664493.8705	646461.0301	0	PI 9+66.11
8010	664488.3517	646369.2053	0	PI 10+58.10
8011	664484.9291	646346.6233	0	PI 10+80.94
8012	664482.7371	646264.9486	0	PC 11+62.63
8013	664487.7357	646259.8144	0	PT 11+70.61
8014	664525.7656	646259.8177	0	PC 12+08.65
8015	664545.2092	646235.126	0	PT 12+44.80
8016	664542.4441	646223.6676	0	PC 12+56.59
8017	664550.3464	646179.6686	0	EOP 13+02.57

CENTERLINE RADIUS POINTS

PT NO.	EASTING	NORTHING	DESCRIPTION
9000	664478.080	647190.431	C1 RP
9001	664487.735	646264.814	C2 RP
9002	664525.767	646239.818	C3 RP
9003	664596.395	646210.648	C4 RP



CURVE TABLE

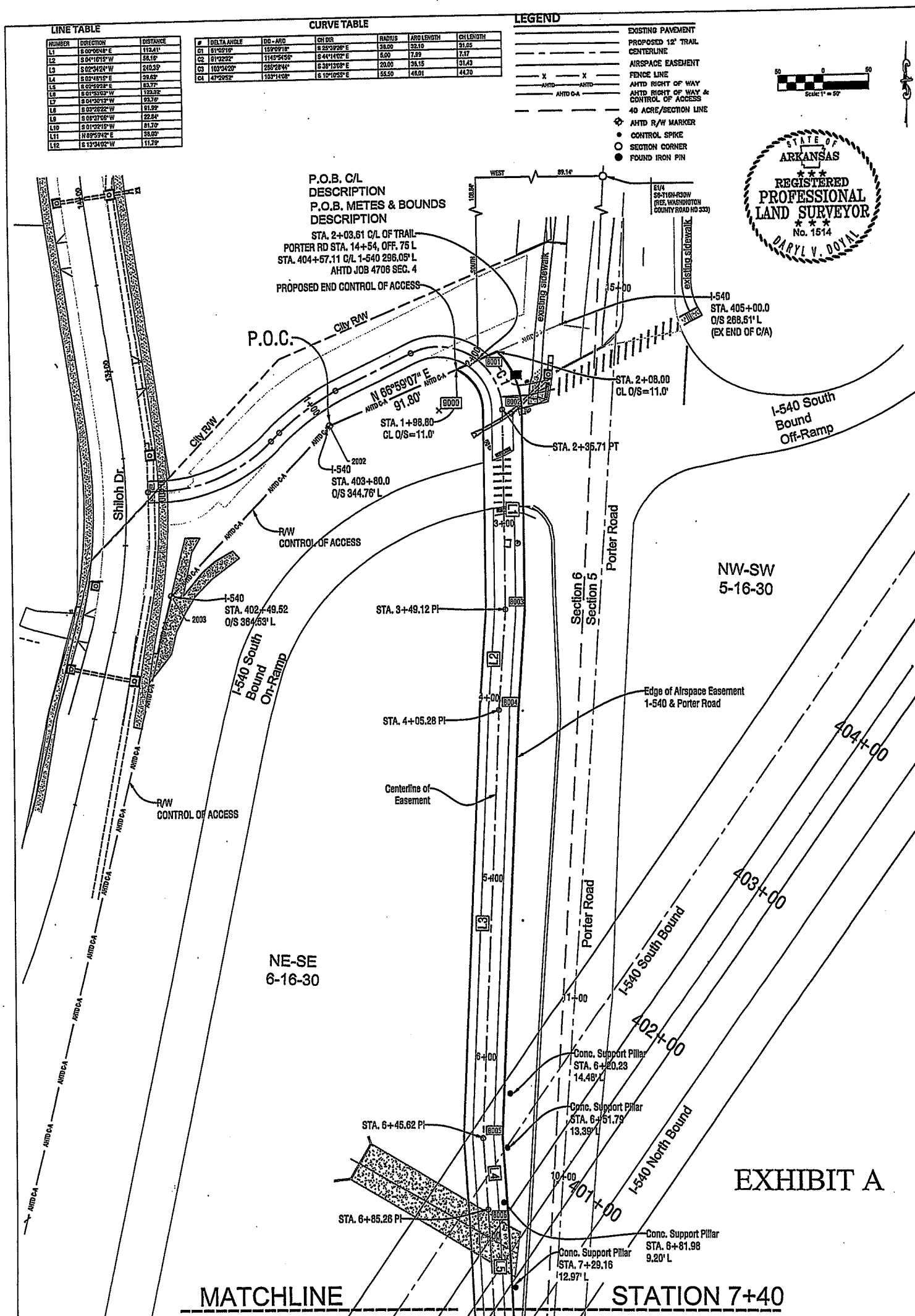
#	DELTA ANGLE	DC - ARC	CH DIR	RADIUS	ARC LENGTH	CH LENGTH
C1	51°05'16"	159°09'18"	S 25°39'26" E	36.00	32.10	31.05
C2	91°32'32"	1145°54'56"	S 44°14'02" E	5.00	7.99	7.17
C3	103°34'20"	286°28'44"	S 38°13'08" E	20.00	36.15	31.43
C4	47°29'52"	103°14'08"	S 10°10'55" E	55.50	46.01	44.70

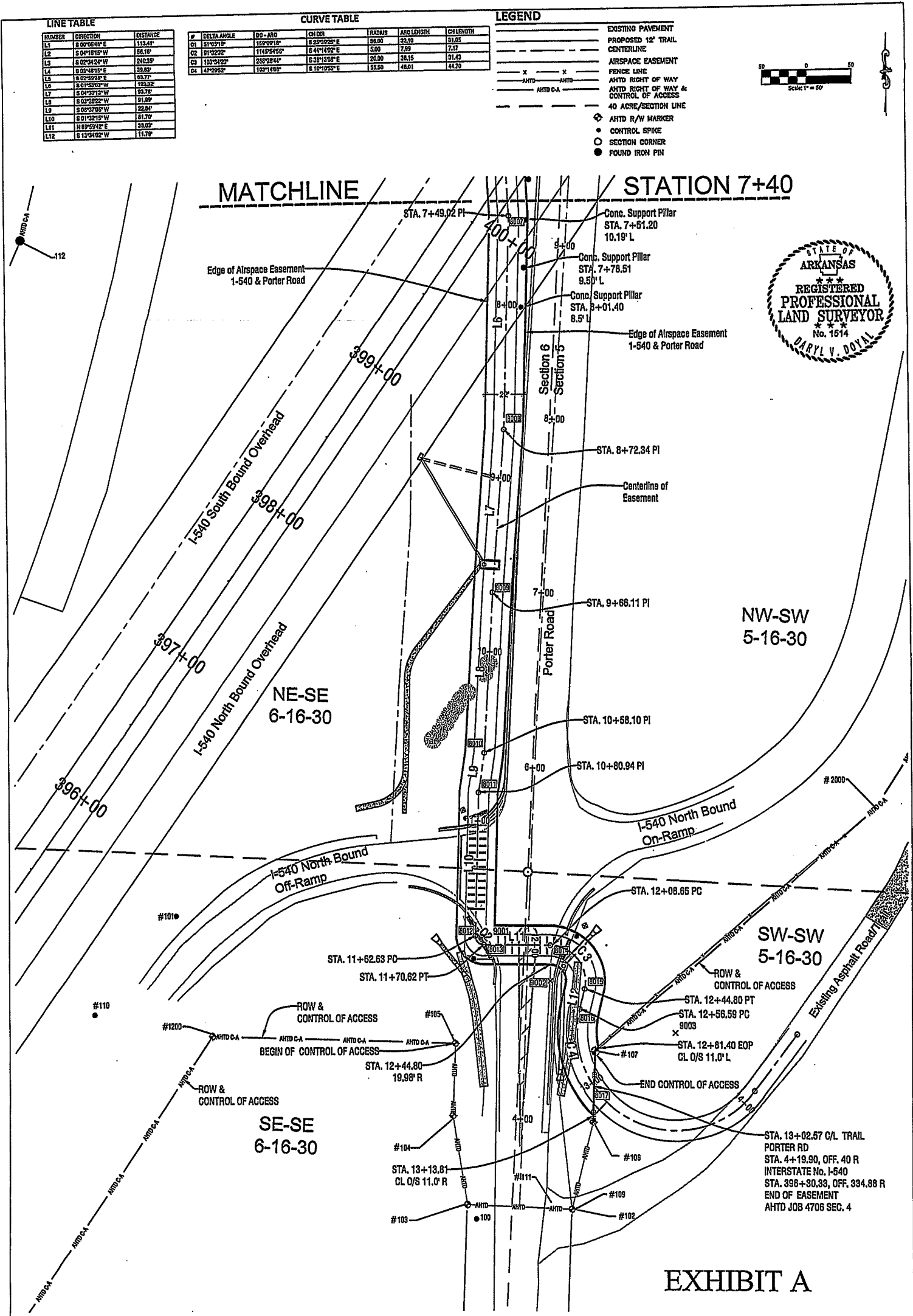
EXHIBIT A

MEADOW VALLEY TRAIL
U of A Farm Trail I-540 & PORTER RD
AIRSPACE EASEMENT CONTROL SHEET

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, ARKANSAS

Fayetteville
ARKANSAS





RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,631.00 REPRESENTING DONATION REVENUE TO THE COMMUNITY SERVICES DIVISION RANGER'S PANTRY PET FOOD BANK

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 as Exhibit "A", in the total amount of \$2,631.00 representing donation revenue to the Community Services Division Ranger's Pantry Pet Food Bank.

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

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**City of Fayetteville Arkansas
City Council Meeting Minutes
February 05, 2013**

A meeting of the Fayetteville City Council was held on February 05, 2013 at 6:00 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville,

Mayor Jordan called the meeting to order.

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Dr. Martin Luther King Jr. Brotherhood Award for 2013 Presentation – Presented by Kit Williams

City Attorney Kit Williams: Since March of 2001 it has been my pleasure to select a City of Fayetteville employee to receive the Dr. Martin Luther King Jr. Brotherhood award. This year's recipient has worked for the City of Fayetteville for ten years. Mr. Williams presented the award to **Sue Butler**, Life Safety Education Specialist with the Fayetteville Fire Department.

Sue Butler, Life Safety Education Specialist with the Fayetteville Fire Department thanked City Attorney Kit Williams and Mayor Lioneld Jordan for the award.

4th Quarter Financial Report 2012

Paul Becker, Finance Director: Things are looking pretty positive. City sales tax was up a little over 6% for the year. County sales tax was up about 4.5% which was very good for us. Building permits are almost double from what they were the year before. The A & P Commission, on an accrual basis, was up about 8.4%.

Agenda Additions: None

Consent:

Approval of the January 15, 2013 City Council meeting minutes.

Approved

CH2M Hill Engineers, Inc.: A resolution approving a revision to an out-of-scope agreement with CH2M Hill Engineers, Inc. in the amount of \$154,550.00 to continue work on a Use Attainability Analysis (UAA) for the White River, maintaining the existing \$50,000.00 contingency, and approving a budget adjustment.

Resolution 19-13 as recorded in the office of the City Clerk.

Gulf Coast High Intensity Drug Trafficking Area: A resolution approving a budget adjustment in the amount of \$115,608.00 recognizing revenue from the office of National Drug Control Policy Gulf Coast High Intensity Drug Trafficking Area.

Resolution 20-13 as recorded in the office of the City Clerk.

McClelland Consulting Engineers, Inc. Amendment No. 2: A resolution approving Amendment No. 2 to the contract with McClelland Consulting Engineers, Inc. for Airport Engineering Services.

Resolution 21-13 as recorded in the office of the City Clerk.

T-Hangar Lease Agreements: A resolution to approve T-Hangar lease agreements in 2013 and through 2014 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

Resolution 22-13 as recorded in the office of the City Clerk.

Animal Shelter Donation Revenue: A resolution approving a budget adjustment in the total amount of \$18,626.00 representing donation revenue to the Animal Services Division for the fourth quarter of 2012 and including a grant award from the ASPCA in the amount of \$4,500.00 to fund the animal shelter's transport program for 2013.

Resolution 23-13 as recorded in the office of the City Clerk.

Old Square, Inc.: A resolution approving a two-year lease agreement with Old Square, Inc., for the annual rental amount of \$9,000.00 to lease approximately 3,500 square feet for document storage.

Resolution 24-13 as recorded in the office of the City Clerk.

Sales Tax Collection Information Support: A resolution stating the support of the City of Fayetteville to state statutory amendments authorizing improvements in the information provided to local governments by the State related to collections of local sales and use taxes.

Resolution 25-13 as recorded in the office of the City Clerk.

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

Unfinished Business:

Kum & Go, L.C.: A resolution to authorize Mayor Jordan to sell about two acres of the Tyson Factory Property on Huntsville Road for \$1,115,001.00 to Kum & Go, L.C., to agree to cost share with Kum & Go for roads or driveways within the Tyson Property adjoining this two acre parcel and the demolition of the factory and all other terms of the land sale agreement and its addendum, and to recommend rezoning this parcel to Neighborhood Commercial or other zoning district satisfactory to Kum & Go, L.C. *This item was tabled at the January 15, 2013 City Council meeting to the February 5, 2013 City Council meeting.*

City Attorney Kit Williams: This was tabled at the last meeting in order to give both Kum and Go and Casey's General Store an opportunity to provide a sealed addendum to their land sale agreement proposal that they made. The addendum's were opened and read as follows:

Casey's General Store land sale agreement was revised to \$1,156,000 and everything else to remain the same.

Kum and Go's land sale agreement purchase price was revised to \$1,115,001 and design, construct, and submit the improvements to meet the requirements of LEED certification.

Joni Dyar representing Casey's General Store gave a brief history of the company. She stated Casey's is a publicly held company with over 1,700 stores in 14 states. She stated they have on

site day care for their employees and they give back to the community. The store will be a 24 hour store. We are doing some new energy initiatives. All of our newly constructed stores use 100% high efficiency LED lighting, high efficiency natural gas heating and cooling units and tankless water heaters. The proposed building will be about 4,600 square feet.

Rob Wadle representing Kum and Go gave a brief history of the company. He stated we are a family owned company. We give 10% of the profits we make back to the community. We build LEED certified stores. We will employ 15 to 20 employees.

Adam Hammes, Manager of Sustainability for Kum and Go gave a brief summary of Kum and Go's sustainability measures.

Alderman Tennant asked about the distribution centers each company has.

Joni Dyar, Casey's General Store: We have one distribution center and we own our own trucks. We sometimes use other people but we are pretty independent.

Rob Wadle, Kum and Go: We use a third party distribution but own our fueling delivery trucks. Our building will be around 5,000 square feet.

Alderman Marsh asked about managed deliveries and night deliveries.

Rob Wadle, Kum and Go: Fuel is delivered when there is 25% left in tank. We can limit that if need be.

Joni Dyar, Casey's General Store: We pretty much control fuel delivery. Garbage depends on the local garbage hauler. We can control when vendors deliver. We can work with the city. I live by a Casey's and they are not noisy or dirty. Landscaping is also a buffer.

Alderman Petty: The offers monetary are within 3% to 4% of each other so that is really not influencing my vote. For me I am looking for commitments that go above and beyond a simple sale.

Rob Wadle, Kum and Go gave a brief overview of their equipment and energy efficiencies. He stated we are willing to work with the city and we are committed to trying to build to LEED certification.

Joni Dyar, Casey's General Store: We can incorporate something special if the city has a request and if we can do it.

Alderman Kinion asked about each store's recognition of social diversity.

Rob Wadle, Kum and Go: As far as awards or reorganization I can not think of any. We have an associate manual and handbook that specifically talks about discrimination that everyone reads and signs.

Joni Dyar, Casey's General Store: We do not have any discrimination problems. We do not allow that.

Alderman Marsh: What percentage of your employees is full time versus part time and therefore are unable to access some of these benefits?

Rob Wadle, Kum and Go: I am not sure of the percentage. They do not have to be full time to access our insurance benefits.

Joni Dyar, Casey's General Store: Sick leave I do not believe they do but health benefits they do. I am not sure about the percentage.

Alderman Marsh: What fresh food offerings do you have through your store?

Rob Wadle, Kum and Go: We have hot and cold food as far as deli options. We have bananas and apples. We do not have the means to get a lot of fresh fruits and vegetables. It is a distribution issue for us.

Joni Dyar, Casey's General Store: We offer salads, fruit and healthy wraps.

City Attorney Kit Williams: The principle consideration should be the amount of money offered by the businesses. If the offers are relatively close then you may consider other public advantages.

Alderman Petty: This is not an easy decision to sell the land. I am not a fan of convenience stores in general. The benefits of this proposal far out weigh the cost to the community that some of the citizens have commented to us about. I think the Kum and Go offer is the best offer. I am encouraged that the 10% commitment to the community is there. They have indicated an understanding of the factors and challenges that all communities face today.

Alderman Gray: I agree with Alderman Petty. I have visited the stores and have looked very carefully at both of these companies. Kum and Go is very environmentally conscience.

Alderman Kinion: I researched both stores and they are commendable in the communities where they are located. Kum Go is recognized socially, environmentally, and as a leader in each of the communities. Both of these stores are to be commended to have happy motivated employees. What tipped the scale for me is the broader range of philanthropies in the arts as well as social and health in the communities where they are.

Alderman Tennant: I think either way here the city wins. The city gets to sell land that we need to sell, get rid of a building that needs to go away, and we are left with additional land and money from the sale. I go to Kum and Go every day and thank them for how well they do business. Thank you to both companies for showing an interest in investing in the City of Fayetteville. I hope you will continue to look at Fayetteville for future expansions. I think we need to be good stewards of the people's money. I think Casey's food selection is a little better. I believe in the community approach that Kum and Go has shown and they have proven they are

a little bit better when it comes to the environmental and community aspects. If Casey's is doing that sort of thing you may not be tooting your own horn.

Alderman Marsh: I can't support the sale of public land for a gas station. I do not think this is consistent with our City Plan 2030. This site sits on a really important node along the box around our city and is a gateway to our commerce district. We do not have a plan for developing this site. We are not enhancing this neighborhood by offering these products.

Alderman Adams: I support Casey's. I read where Casey's is buying 22 stores from Kum and Go. Casey's answered my questions about employment policies and practices. I feel more bound to the higher offer.

Alderman Long: I too was not a fan of selling public land for a gas station on that end of town. The deal was such that the city was going to be able to take down a building that needed to go away for safety. Casey's General store had the best offer as far as money, their benefits package is better, and their selection of fresh foods is better for that area of town.

Mayor Jordan: With me it is a safety issue. Since 2006 we have had 154 police calls to that building. We have looked at selling this property in the past and could not come to an agreement. I want to thank our City Attorney Kit Williams for his work on this. This is not a perfect solution to the problem but my job as the Mayor is to keep the city safe. That building needs to come down.

Alderman Petty moved to amend the resolution to the sealed bid submitted by Kum & Go in the amount of \$1,115,001. Alderman Schoppmeyer seconded the motion. Upon roll call the motion to amend passed unanimously.

Alderman Petty moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 5-3. Alderman Petty, Tennant, Schoppmeyer, Gray, and Kinion voting yes. Alderman Adams, Long and Marsh voting no.

Resolution 26-13 as recorded in the office of the City Clerk.

New Business:

Amend Section 33.361 Departments, Boards, Commissions, and Authorities: An ordinance amending Section 33.361 Composition of Chapter 33: Departments, Boards, Commissions, and Authorities of the Code of Fayetteville to change the structure of City and University appointments to the Town and Gown Advisory Committee.

City Attorney Kit Williams read the ordinance.

Lindsley Smith, Communication Director gave a brief description of the changes.

Alderman Long thanked Lindsley Smith for keeping the ordinance current.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5564 as Recorded in the office of the City Clerk.

Amend 2013 City Budget: A resolution amending the 2013 city budget by reappropriating up to \$48,086,200.00 in bonded or ongoing capital projects, outstanding obligations and grant-funded items previously appropriated in the 2012 city budget but not completed or delivered in 2012.

Paul Becker, Finance Director: This request is to reappropriate funds to continue ongoing projects and grants, etc.

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

Resolution 27-13 as recorded in the office of the City Clerk.

Woolsey Aviation Inc. DBA Million Air of Fayetteville: A resolution approving the termination of the fixed-base airport operations contract with Woolsey Aviation Inc. DBA Million Air of Fayetteville, approving a budget adjustment in the amount of \$1,786,452.00 for the implementation and funding of a city-operated fixed-base airport operation, and further approving the addition of 6.6 full-time equivalent employee positions in the Aviation Division for the operation.

Ray Boudreaux, Airport Director: The present company has been unable to meet its obligations under their contract. Staff and the Airport Board have reviewed our options and determined the best option is to terminate the contract with Million Air and for the city to operate the FBO line service contract in house. We are prepared to take over the operation and reasonably expect to be able to meet payment obligations to the airport administration budget and operate the FBO at a profit. We will strive to increase the business and sell more fuel. The action before you terminates the FBO contract with Million Air and takes the FBO operation in house. It includes a budget adjustment to create a budget for the operation of which 75% is for the purchase of fuel

for resale. It also creates 6.6 FTE's and allows for the hiring of employees to fill the jobs required to run the business.

Terry Gulley, Transportation Services Director: During the last three months we have had two different occasions where the FBO ran out of fuel and was unable to fill planes that had landed at our airport. This has affected planes that were delivering players to the U of A for sports. We have been working very hard to get the U of A to use our facility more but we must be able to meet their needs. This is a possible revenue source for the airport. It could also help us with grant opportunities.

Alderman Tennant: When a plane can't refuel there what do they have to do?

Terry Gulley: They have to fly elsewhere to get fuel and come back to get the players or leave and then refuel elsewhere.

Alderman Tennant: We can not have that. That is unbelievable to me. Ray, you are confident that you can hire qualified people with certifications to work on the planes from day one?

Ray Boudreaux: Yes sir.

Don Marr, Chief of Staff thanked Ray Boudreaux for his work on evaluating the options and trying to work out a situation that would have allowed us to maintain our current provider. I would also like to thank our Airport Board. The Mayor and I are bringing to you an item to change a fixed base operator, when we were two Aldermen who voted to out source to a fixed base operator under the premise of increased business and increased fuel sales, which simply did not happen. We do not bring this decision to you lightly. It is an embarrassment to have planes unable to be serviced. We not only addressed the discontinuance of the contract with Million Air but what is the preferred method because we knew others would want an opportunity to do it. This is a timing issue we can not have an entry point to our city and risk a single day of not being able to operate. We have all the confidence in the world in Terry and Ray and their teams to be able to manage this. We fully support the Airport Board's advice and our staff's advice in this situation.

Alderman Tennant: When you and others voted to take this to a fixed base operator I applaud you for that because I think you thought you were doing what was in the best interest of the city. I have no problem with that nor do I have a problem with reevaluating this at some point in the future if this does not work out. I think it will work and that it is in the best interest of the city to make this move.

Aubrey Sheppard: I commend you for doing this airport change.

Taylor Scott, Fly Arkansas, LLC stated our main office is in Mountain Home. He gave a brief history of their operation and the places they serve as a fixed base operator. He asked the Council to consider them as a fixed base operator and enter into an emergency agreement with them or another operator during this process to allow the Airport Board and the Council to complete a request for approval (RFP) to see what is on the table. Our organization has grown

150% to 300% in the last three years every year. We ask the Council to let someone like us come in and run a temporary organization that is going to give you the service and return the service to Fayetteville.

David Powell, Summit Aviation gave a brief summary of his background. I started the aviation business in Bentonville and have expanded Summit Aviation during the past seven year. We were named Airport of the Year in the State of Arkansas in Bentonville. We took on Springdale about two years ago. We want to partner with the city to grow the city funding as well as build our operations and grow aviation. We work to build relationships across everything we do. We offer charters, flight training, and flight rentals in addition to fuel flow at our airports. We have really not had the opportunity to make a proposal to the city. The timing is such that you do not have many options. The FOB's that are run by a city are very small compared to those that are run by private businesses. There are multiple providers that have a long history of doing it right.

Bob Nickle, Airport Board: The Airport Board met in November in a strategic planning meeting. When the commercial flight left in 1998 we were very fortunate, as a city, to have around \$4 million in our airport fund. That money came from parking fees. That is what XNA lives on. Our parking fees went away. The Airport Board has tried to look at ways to become self funded. We have spent money on various construction projects that now give us cash flow. We remodeled the terminal and a lot of the money has gone to making improvements. Ray has been fabulous about getting us matching grants over the years. I think either one of these operators that spoke to you tonight, could do a good job. We think we can do an equally good job. I am confident that we can do it and do a good job and keep more funds for the city. If I am wrong we can reevaluate things.

Alderman Petty: I have to trust the Airport Board. We have delegated these items to them because they have the expertise. If they think they have had enough time to do this then I have to trust that process and them.

Mayor Jordan: When I hear reports of running out of fuel and being behind on payments we can not allow that to occur. I trust the Airport Board and Ray. They do a great job. I believe we can do it. If we can't we will get to look at it again.

Alderman Adams: David Powell thank you for coming and speaking you have built a good reputation. I like the way our city treats our employees and we have good benefits. I think we should give it a try and see what we can do.

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

Resolution 28-13 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations: None

City Council Tour: None

Announcements:

Adjournment: 8:09 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk/Treasurer

UNOFFICIAL

Handed out at the City Council Meeting
2-19-13 A.G. - Consent



P.O. Box 1229
Fayetteville, AR 72702
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www.mcclelland-engrs.com

February, 14, 2013

Mr. Chris Brown, P.E.
City of Fayetteville
125 West Mountain Street
Fayetteville, AR 72701

RE: Maple Street and Lafayette Street Bridge Rehabilitation/Restoration

Dear Mr. Brown:

Thank you for allowing the McClelland Consulting Engineers/Horner & Shiffrin Design Team to assist with the above referenced project! We have submitted our proposal to you for review and approval and look forward to attending the City Council Meeting next week.

Based on multiple meetings with you and your staff, we are aware of the historical significance these structures have to both the City of Fayetteville and to the citizens as they have been listed on the National Register of Historic Places since 1995. We have included in the scope of our contract a significant environmental review that consists of coordination with multiple state/federal regulatory agencies. More specifically, we will be coordinating with the State Historic Preservation Office.

Generally, the scope of this project consists of an evaluation of each structure so we can make a determination of what improvements will be needed. More specifically, we will be concentrating on wearing surfaces and guardrails as to maintain ultimate safety to the end user. We are fortunate to have the original design plans available to assist with this project so the original design intent can be modeled.

Public meetings are additionally included in the scope to discuss the findings and our recommendations for rehabilitation/restoration to both of the structures prior to completing a detailed design.

Both McClelland Consulting Engineers and Horner & Shiffrin have experience with projects of historical significance including the Route 76 Bridge in Branson, MO., one of the country's oldest open spandrel arch designs. The Maple Street Bridge is also an open spandrel arch design. Not only will we comply with any requirements to maintain the historical integrity of this structure, we will work with the City and community to ensure that these structures maintain their important relationship to the surrounding historical neighborhoods.

Thanks again for this opportunity and allowing us to be of service!

Sincerely,
McClelland Consulting Engineers, Inc.

Daniel Barnes, P.E.
President, Fayetteville

McClelland Consulting Engineers, Inc. – "Best Engineering Firm"
Arkansas Business 2009, 2010 & 2012 Award Winner

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified.
Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER
4

21. TITLE AND LOCATION (City and State)

Junction Bridge Pulaski County, Arkansas

22. YEAR COMPLETED
PROFESSIONAL SERVICES 2008 CONSTRUCTION (if applicable) 2008

23. PROJECT OWNER'S INFORMATION

PROJECT OWNER
Pulaski County

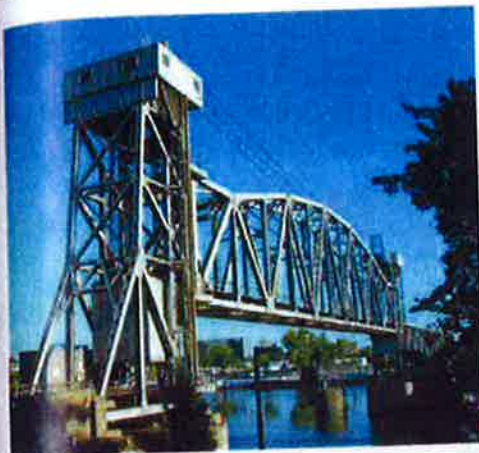
b. POINT OF CONTACT NAME
Sherman Smith

c. POINT OF CONTACT TELEPHONE NUMBER
(501) 340-6800

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)

MCE was responsible for the design, survey and construction administration for the conversion of Junction Bridge located in downtown Little Rock and North Little Rock from its railroad use to a pedestrian bridge. MCE coordinated regulatory approvals from various federal, state and local agencies including the US Coast Guard. The bridge provides a pedestrian link between two cities and is located on the north end near Verizon Arena (NLR) and on the south end near the River Market (LR) and has provided purpose for both destination and enjoyment. Junction Bridge is the only pedestrian bridge in the US with a lift span.

The renovation of the 1,800 linear foot bridge, which was opened in 2008, was funded through grants from the Federal Transportation budget through the Arkansas Highway and Transportation Department (80%) and matching funds were provided by the Cities of Little Rock and North Little Rock as well as Pulaski County (20%). Construction cost was approximately \$6 million.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a. McClelland Consulting Engineers, Inc.	Little Rock, Arkansas	Civil Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 5
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21. TITLE AND LOCATION (City and State) Clinton Presidential Park/Rock Island Bridge Little Rock, Arkansas	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2010	CONSTRUCTION (If applicable) 2011

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER City of Little Rock	b. POINT OF CONTACT NAME Jon Honeywell, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER (501) 371-4811
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)



MCE provided engineering services for the design of the bridge approaches for the conversion of the existing Rock Island Railroad Bridge from its rail use into a major pedestrian crossing on Arkansas River Trail. In addition to design services, MCE provided surveying services and coordinated regulatory approvals from various federal, state and local agencies. Design was completed in 2009, and the pedestrian bridge opened to the public in October 2011. The 2,600 linear foot converted bridge completes the 24 mile loop from Downtown Little Rock to Murray Lock and Dam. Construction cost was approximately \$10 million.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME a. McClelland Consulting Engineers, Inc.	(2) FIRM LOCATION (City and State) Little Rock, Arkansas	(3) ROLE Civil Engineer
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)	20. EXAMPLE PROJECT KEY NUMBER 8
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21. TITLE AND LOCATION (<i>City and State</i>) ROUTE 76 OVER WHITE RIVER / LAKE TANEYCOMO Branson, MO	22. YEAR COMPLETED PROFESSIONAL SERVICES November 2009 CONSTRUCTION (<i>If applicable</i>) November 2011
---	---

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Missouri Department of Transportation, Bridge Division	c. POINT OF CONTACT NAME Dennis Heckman, P.E. State Bridge Engineer	c. POINT OF CONTACT TELEPHONE NUMBER 673-751-0265

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (*Include scope, size, and cost.*)

HORNER & SHIFRIN, INC. The preservation of this historically significant bridge, constructed in 1931 over Lake Taneycomo in Branson, was the subject of great public interest. The bridge is eligible for the National Register of Historic Places and has been described as one of Missouri's most outstanding concrete highway bridges. There are photos of the rehabilitated bridge in hotel rooms and there is even a local magazine named after the bridge, "Both Sides of the Bridge."

Horner & Shifrin engineers analyzed the existing structure and determined the deck joints at each pier had led to severe deterioration of the spandrel beams. In addition, the existing drainage system had failed and contributed to the corrosion.

The 1087-foot long open spandrel arch bridge had a severely deteriorated deck beyond repair and required replacement. The bridge carries over 18,000 vehicles per day and therefore required accelerated construction to minimize impact to the traveling public.

Horner & Shifrin evaluated several options to find the best solution. Precast concrete members were selected to minimize project time and cost. Precast spandrel beams were connected to existing spandrel column steel using a grouted connection. Specially designed precast deck panels were used as stay-in-place formwork for the cast-in-place portion of the slab.

Because of the complexity of the structure, a finite element model including temperature, wind and construction loads was used to ensure the stability in the remaining arch rings and spandrel columns during all stages of construction. Concrete strength testing was completed so the material strength could be accurately represented in the model.

The difficulty of obtaining information about a historic spandrel arch style of the bridge presented unique challenges that took careful consideration and research to understand how to execute the bridge rehabilitation. An open-style concrete barrier was selected to reflect the architectural history of the existing structure.

During deck removal operations on the bridge, barges were placed underneath the demolition activities to prevent any debris from entering Lake Taneycomo. Most of the sidewalk, rail, deck and spandrel beams were removed in large pieces, which reduced the amount of small debris that fell to the barges. The team coordinated installation and maintenance of several best management practices along the shoreline to prevent the introduction of sediment into Lake Taneycomo from the project.

Horner & Shifrin worked closely with MoDOT, Taney County and the cities of Branson and Hollister to design a rehabilitation solution that preserved the look of the bridge, yet met the tight project budget.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
a. (1) FIRM NAME Horner & Shifrin, Inc.	(2) FIRM LOCATION (<i>City and State</i>) St. Louis, Missouri	(3) ROLE Prime

The Red Covered Bridge: The Red Covered Bridge is a wooden covered bridge that runs over Big Bureau Creek, north of Princeton, Illinois. It was originally built in 1863, at a cost of \$3,148.57. The 149-foot (45 m) span is one of five remaining covered bridges in Illinois, and it is still open to traffic. It was once part of the Peoria-Galena Trail. The bridge was added to the U.S. National Register of Historic Places on April 23, 19. The scope of work performed by Horner & Shifrin, Inc. was to add a fire suppression system to the bridge while not affecting the historic significance and while keeping the system hidden.

Sugar Creek Covered Bridge: The first bridge across Sugar Creek in this area was built about 1827 by Thomas Black and his neighbors who wanted something better than a ford. That bridge was not a covered bridge and spanned the creek in neighboring Auburn township close to the border with Ball township. In 1880 Thomas Black built this covered bridge. This bridge is known as the Hedley (or Headley) bridge, or the Glenarm Bridge, or the Sugar Creek Covered bridge. It was rehabilitated in 1965, but I'm not finding any information on what work that entailed. A local commented that this bridge was still carrying traffic in the late 1970s. According to the NBI, in 1983 a prestressed concrete beam bridge was built just to the south.

An article in the State Journal Register says the bridge was in use until 1984 - but it also claims it was built in 1827 which my research indicate is incorrect, so I'm not sure I trust it's dates.

Based on an old photo, the bridge is currently higher above the water than it used to be.

According to this NIU website, the bridge was extensively renovated in 1994. Maybe this was when the bridge was raised, and steel beams were added to carry the load, and the poured concrete abutments that have surface texture to look like coursed stone were added.

In 2002, the state added a fire-suppression sprinkler system and a video camera surveillance system.

The bridge is handicap accessible. The paved old road alignment runs between the parking lot and the bridge, and the approach spans are wide, sturdy, and gently sloped.

The scope of work performed by Horner & Shifrin, Inc. was to add a fire suppression system to the bridge while not affecting the historic significance and while keeping the system hidden.

Shelby County: Three miles east of Cowden in Shelby County, Thompson Mill Covered Bridge crosses the Kaskaskia River. Completed in 1868 at the then- whopping cost of \$2,500, this wonderfully restored piece of Illinois history is located on a once important route between Effingham and Springfield. It's named for the owner of a mill that was located near the bridge.

It is the narrowest of all the covered bridges in Illinois, with a width of 10 feet 7 inches. This 105 foot-long Howe truss span is one of only five 19th century covered bridges remaining in Illinois. Covered bridges were constructed with a roof and sidewalls to protect the roadway from weather (not to keep horses from being spooked as many believe). This treasure of rural Illinois transportation history is on the National Register of Historic places and, though closed to automobiles, is open to pedestrian traffic.

The scope of work performed by Horner & Shifrin, Inc. was to add a fire suppression system to the bridge while not affecting the historic significance and while keeping the system hidden.

Abraham Lincoln Tomb Water Infiltration Repairs, Springfield. Horner & Shifrin, Inc. performed as structural and forensic consultants to assist the Architect in determining the cause and origin of water infiltration within the tomb. Current work includes removal of re-installation of all parapet rails, balustrades and paving stones, removal and replacement of the lead copper flashing and water proof membrane.

Renovation of Lincoln's Home, Springfield, Illinois. Horner & Shifrin, Inc. assisted in the design and construction observation of the renovation of the historic timber two story residence. Specialties included the design enhancements to convert residential design load capacities to a museum load standards without visible evidence that would affect the cosmetic appearance of the home. Work was performed under the Nation Park Service standards and direction.

Macoupin County Courthouse, Carlinville, IL. Horner & Shifrin, Inc. investigated the floor loading capacity of the attic level of the courthouse. Work was performed in the late 1980's for the County Engineer.

Shelby County Courthouse, Shelbyville, IL. Horner & Shifrin, Inc. provided a feasibility study for ADA access for the 1882 courthouse. The study included an internal elevator, new entrances, ramps along with the structural assessment. Phase I design included the re-pointing portions of the stone foundations, enhancement of the bell tower stairways and walkways along with a new accessible entrance.

Shepard Strawbridge House, University of Illinois – Springfield. Horner & Shifrin, Inc. provided a study of the investigation into the restoration of the historic house located on the campus of the University of Illinois at Springfield. The historic structure was being assessed for adaptation for the use of the foundation offices for the Springfield campus.

Roof and Shingle Assessment, Incredibly Delicious - Springfield, IL. Horner & Shifrin, Inc. provided assessment, re-framing design and replacement of timber framing and singles for this structure listed on the National Historic Registry.

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
February 19, 2013**

A meeting of the Fayetteville City Council will be held on February 19, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

1. Approval of the February 5, 2013 City Council meeting minutes.
2. **Safe Routes to Schools Grant:** A resolution to approve and support a grant application to the Arkansas State Highway and Transportation Department in the amount of \$81,248.00 for partial funding for the Clabber Creek Trail Bridge along Salem Road as part of the Safe Routes to Schools Program.
3. **Springdale Dodge:** A resolution approving the purchase of one (1) 2013 Dodge Ram 1500 pickup truck from Springdale Dodge in the amount of \$24,200.00, pursuant to a state procurement contract, for use by the Police Department.

4. **North Point Ford:** A resolution approving the purchase of two (2) Ford F-150 pickup trucks from North Point Ford of North Little Rock in the total amount of \$30,140.00, pursuant to a state procurement contract.
5. **Riggs Cat of Springdale:** A resolution approving the purchase of four (4) Caterpillar 420F backhoe/loaders from Riggs Cat of Springdale in the total amount of \$399,640.00, pursuant to a state procurement contract, and approving a budget adjustment.
6. **Williams Tractor of Fayetteville:** A resolution approving the purchase of five (5) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$66,595.00, pursuant to a state procurement contract, and approving a budget adjustment.
7. **Ranger's Pantry Pet Food Bank:** A resolution approving a budget adjustment in the total amount of \$2,631.00 representing donation revenue to the Animal Services Division Ranger's Pantry Pet Food Bank.
8. **Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2013 when received in the estimated amount of \$540,787.00.
9. **McClelland Consulting Engineers:** A resolution approving a professional engineering design services agreement with McClelland Consulting Engineers in the amount of \$279,045.55 for the rehabilitation of the historic Maple Street and Lafayette Street bridges, and approving a budget adjustment recognizing federal grant revenue in the amount of \$223,257.00.

B. Unfinished Business: None

C. New Business:

1. **Amend Chapter 50 Garbage and Trash:** An ordinance amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Services of Chapter 50: Garbage and Trash of the Code of Fayetteville.

D. City Council Agenda Session Presentations:

1. Economic Development Contract Quarterly Report - Chung Tan & Steve Clark

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items OnlyLeif Olson
Submitted By

Division

Sustainability and Strategic Planning
Department

Action Required:

Staff requests approval of a resolution to the Arkansas Highway and Transportation Department for the Sustainability and Strategic Planning Department to submit an application through the Safe Routes to Schools Program for a funding award of \$81,248 to be used for the construction of the Clabber Creek Trail bridge extension over Clabber Creek along Salem Rd.

\$81,248

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

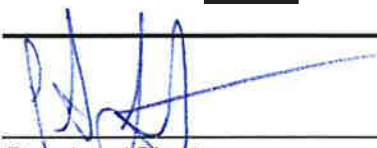
Project Number

N/A

Remaining Balance

N/A

Fund Name

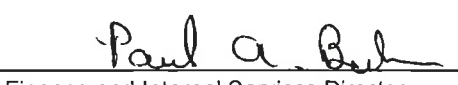
Budgeted Item ☐Budget Adjustment Attached ☐

 Department Director
2/7/13
Date

Previous Ordinance or Resolution #


 City Attorney
2-7-13
Date

Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
2-7-2013
Date

Received in City

Clerk's Office 02-07-13 001:30 RCVD


 Chief of Staff
2-7-13
DateReceived in
Mayor's Office

 Mayor
2/8/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Peter Nierengarten, Sustainability and Strategic Planning Director *PN*

From: Leif Olson, Associate Planner *LO*

Date: February 1, 2013

Subject: Safe Routes to School Grant Application

RECOMMENDATION:

Staff requests approval of a resolution of support to the Arkansas Highway and Transportation Department for the Sustainability and Strategic Planning Division to submit an application through the Safe Routes to Schools Program for a funding award of \$81,248 to be used for the construction costs of a 50 foot long and 12 foot wide trail bridge over Clabber Creek along Salem Rd.

BACKGROUND:

Phase I of Clabber Creek Trail was built in 2007 connecting 0.65 miles from Hosta Drive east to Ruppel Road. Clabber Creek Trail is shown on the Fayetteville Alternative Transportation and Trails Master Plan connecting east to Shiloh Trail. The next phase of Clabber Creek Trail will extend 0.75 miles east from Ruppel Road to Holcomb Elementary and Gary Hampton Park. A small portion of the Clabber Creek trail will be located adjacent to Salem Road. This grant application would potentially fund the trail bridge construction and would connect to the existing sidewalks along west side of Salem Road. Currently, the Salem Road bridge is only wide enough to accommodate vehicular traffic and pedestrians are forced out into the roadway in order to cross. This creates a dangerous situation for pedestrians and motorists alike and is specifically unsafe for children and parents walking to and from nearby Holcomb Elementary and Holt Middle Schools. The eventual completion of the Clabber Creek trail will connect many adjacent neighborhoods through the extensive sidewalk network and also provide a safe way for children to walk or ride their bikes to school. The completion of the rest of the Phase II Clabber Creek trail is anticipated in 2016.

DISCUSSION:

The Safe Routes to Schools Grant Program offers infrastructure project funding for qualifying projects with no matching funds necessary. Since this segment of Clabber Creek Trail will connect Holt Middle School to Holcomb Elementary School, this trail bridge project fits the goals of the grant very well. A resolution showing support for the project from the City Council is required as part of the grant application. This trail bridge will be of steel construction with a concrete deck 12 feet wide.

BUDGET IMPACT:

None

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AND SUPPORT A GRANT APPLICATION TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$81,248.00 FOR PARTIAL FUNDING FOR THE CLABBER CREEK TRAIL BRIDGE ALONG SALEM ROAD AS PART OF THE SAFE ROUTES TO SCHOOLS PROGRAM

WHEREAS, the City Council of the City of Fayetteville, Arkansas strongly supports the Safe Routes to Schools Program and requests that the Arkansas State Highway and Transportation Department approve grant funding in the amount of \$81,248.00 to construct a portion of the Clabber Creek Trail Bridge along Salem Road to connect neighborhoods in the area of Holcomb Elementary School and Holt Middle School,

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 authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above-stated project.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves and supports the Sustainability and Strategic Planning Department's application to the Arkansas State Highway and Transportation Department for a grant in the amount of \$81,248.00 through the Safe Routes to School Program to fund a portion of the construction costs of the Clabber Creek Trail bridge along Salem Road to provide safe pedestrian access from adjacent neighborhoods to Holcomb Elementary School and Holt Middle School.

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City of Fayetteville 2013 Safe Routes to School Grant Application Location

A. 2
Safe Routes to Schools Grant
Page 4 of 10



City of Fayetteville Ward Four

January 28, 2013

RE: AHTD Safe Routes to School Program

Safe Routes to School Advisory Committee,

During the January, 28th 2013 meeting of the City of Fayetteville Ward 4 residents a presentation was given about the Safe Routes to School Program and the application that the City was making for two segments of sidewalk along Salem Rd. These sidewalk segments will connect neighborhood children to Holcomb Elementary and Holt Middle Schools. This area of the City has seen significant development in the last decade with many residential housing units built in the immediate area around these schools. The ability for parents and children to be able to safely walk to their neighborhood schools is critical. This missing segment of sidewalk will provide an essential north south pedestrian connection in this area.

The residents of this neighborhood are overwhelmingly in support of this sidewalk connection and are grateful to the Safe Routes to School Advisory Committee for consideration for this grant.

Sincerely,



Rhonda Adams
City of Fayetteville
Ward Four City Council Member



Alan Long
City of Fayetteville
Ward Four City Council Member

ARKANSAS SAFE ROUTES TO SCHOOL PROGRAM

Infrastructure Project Application

Application Instructions

This is an electronic application. Simply fill out your response in the space provided and tab to the next question. You may save your application under any name you wish and reopen it at a later time. When completed, resave your application, print it, sign it, make the required eleven (11) copies and mail it to the address on the last page.

The size of each response is limited to a set number of characters. If you are unable to complete your response in the allotted space, edit it to fit. **The use of additional pages, addendums, appendices, etc. to complete responses is not allowed.**

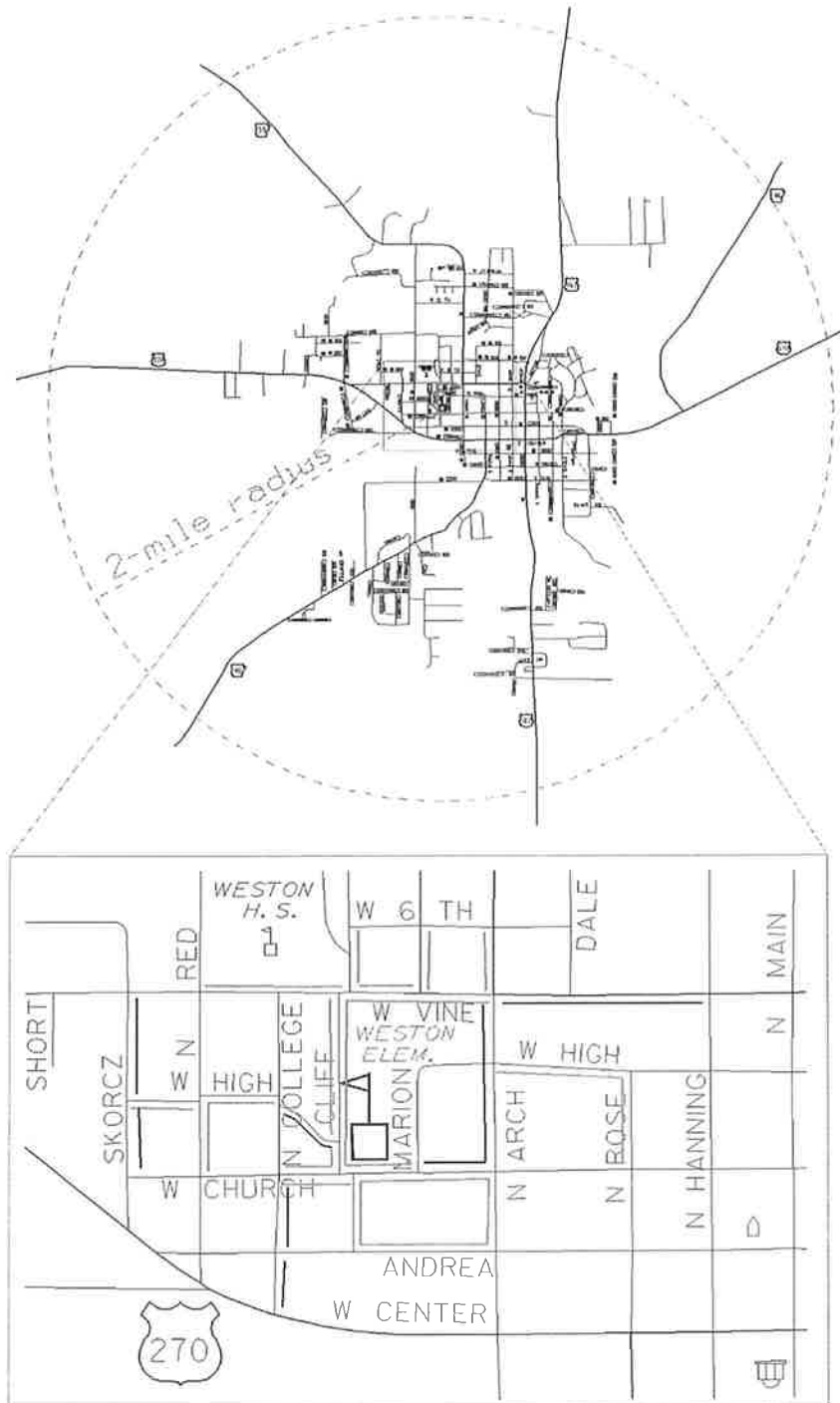
Required Supplements

Each application must be submitted with a copy of each of the following. **Applications submitted without these items will be considered incomplete and will not be considered for funding.**

1. A Resolution from the sponsor's governing body expressing their support of the project and indicating the individual with authority to sign Agreements and Contracts regarding the project. The Resolution needs to be attached only to the original.
2. An accurate map of your community showing the location of the project(s) and affected school(s). The scale of the map must be included. Your map should be no larger than 8.5 inches by 11 inches. More than one map may be submitted if necessary. Maps must be included with the original and all copies.
3. An inventory of all sidewalks within a 2-mile radius surrounding any school for which the applicant is requesting funds. An example is attached. Your map should be no larger than 8.5 inches by 11 inches. More than one map may be submitted if necessary. Maps must be included with the original and all copies.
4. Proof of project support from businesses and/or residents adjacent to your project's site. Proof can be in the form of signed petitions or letters from those affected. Lack of community support will be detrimental to your application. Include this proof only with the original of your application.
5. Proof of ownership or rights to access to the property on which your project will be constructed. This includes right-of-way controlled by the Arkansas State Highway and Transportation Department. Proof can be in the form of deeds, easements, letters of assurance, permits, etc. Proof needs to be attached only to the original.
6. One copy of any applicable Safe Routes To School Plan.

ARKANSAS SAFE ROUTES TO SCHOOL PROGRAM

Sample Sidewalk Inventory



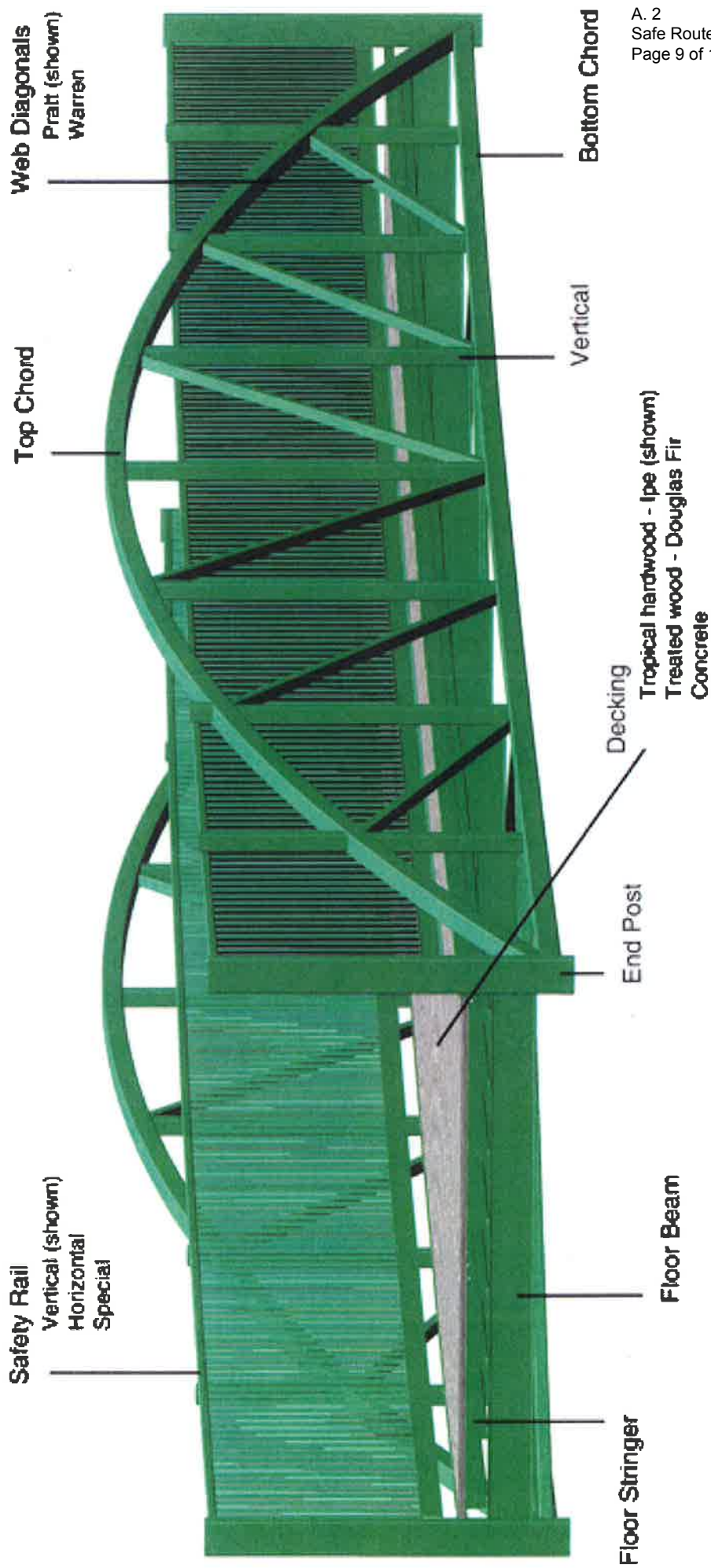
EXISTING SIDEWALKS ———
PROPOSED SIDEWALKS ———



Salem Road Sidewalk Bridge over Clabber Creek
Cost Estimate
January, 29th, 2013

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	EST. UNIT PRICE	TOTAL
1	Construction Control Layout	LS	1	\$525.00	\$525.00
2	Select Fill Embankment	CY	166.67	\$12.00	\$2,000.00
3	Native Stone Rip Rap	SY	79.29	\$45.00	\$3,568.00
4	6-inch Aggregate Base Course (Class 7)	SY	59.44	\$20.00	\$1,188.89
5	4" Concrete Sidewalk	CY	6.60	\$250.00	\$1,651.23
6	5" Concrete Bridge Deck	CY	9.26	\$250.00	\$2,314.81
8	Prefabricated Steel Bridge	LF	50	\$900.00	\$45,000.00
9	Bridge Installation	LS	1	\$5,000.00	\$5,000.00
10	Bridge Abutments, Wing Walls and Spread Footings	LS	2	\$6,500.00	\$13,000.00
11	Erosion Control	LS	1	\$1,000.00	\$1,000.00
12	Mobilization and Demobilization	LS	1	\$3,000.00	\$3,000.00
13	Clearing, Grubbing, and Demolition	LS	1	\$3,000.00	\$3,000.00

Total Estimated Cost **\$81,248**



City of Fayetteville Staff Review Form

A. 3
Springdale Dodge
Page 1 of 8City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items OnlyGreg Tabor
Submitted ByDrug Enforcement
DivisionPolice
Department

Action Required:

Approve the purchase of a new undercover drug enforcement vehicle from Springdale Dodge, via state contract, using grant funds awarded from the 2012 Arkansas State Police Asset Forfeiture grant in the amount of \$24,200.

\$ 24,200.00
Cost of this request

\$ 34,664.00
Category / Project Budget

Police ASP Grant for DTF
Program Category / Project Name

2930-2960-5802.00
Account Number

\$ -
Funds Used to Date

Fixed Assets
Program / Project Category Name

08047-1213
Project Number

\$ 34,664.00
Remaining Balance

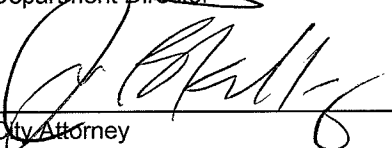
Drug Enforcement
Fund Name

Budgeted Item ☒Budget Adjustment Attached ☐


Department Director

1-28-13
Date

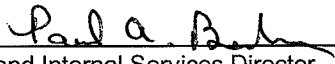
Previous Ordinance or Resolution #


City Attorney

1-30-13
Date

Original Contract Date:

Original Contract Number:


Finance and Internal Services Director

1-31-2013
Date

Received in City 01-29-13 P01:12 RCVD
Clerk's Office


Chief of Staff

2-4-13
Date

Received in
Mayor's Office

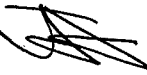

Mayor

2/4/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and City Council Members

From: Greg Tabor, Chief of Police 

Date: January 28, 2013

Subject: Approve Purchase of New Undercover Drug Enforcement Vehicle via State Contract

PROPOSAL:

The Fayetteville Police Department was awarded \$25,000 from the 2012 Arkansas State Police Asset Forfeiture Grant for the purchase of a new drug enforcement vehicle. Typically, used vehicles are purchased for drug enforcement operations; however, the level of grant funding awarded has allowed us to purchase a new vehicle under the state contract. The pick-up truck to be purchased is a 4x4 due to the rural areas and rugged terrain within our jurisdictional boundaries of Washington and Madison Counties. This type of vehicle is also needed for its' storage, hauling capacity, and for transporting large items of evidence associated with meth labs and marijuana growing operations.

RECOMMENDATION:

Staff recommends approval of the purchase of a new undercover drug enforcement vehicle from Springdale Dodge, via state contract, using grant funds awarded from the 2012 Arkansas State Police Asset Forfeiture Grant in the amount of \$24,200. If you have any questions, please contact me at extension 500.

BUDGET IMPACT:

This is a budgeted purchase using grant funds previously awarded specifically for a new drug enforcement vehicle.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF ONE (1) 2013 DODGE RAM 1500 PICKUP TRUCK FROM SPRINGDALE DODGE IN THE AMOUNT OF \$24,200.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of one (1) 2013 Dodge Ram 1500 pickup truck from Springdale Dodge in the amount of \$24,200.00, pursuant to a state procurement contract, for use by the Police Department.

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



3709 S Thompson
Springdale, Arkansas 72764
(479) 751-4563
(800) 252-9686

Kenny Yates
Fayetteville Police Department

**Thank you for allowing me to quote the following truck for the
Fayetteville Police Department.**

Item #15

2013 Ram 1500 CrewCab 4x4, 5.7L hemi	\$22275
Options	
Power/Remote entry	\$190
LT 10 ply tires	\$250
Skid plates	\$150
Exterior chrome appearance group	\$495
Carpet	\$110
Rubber floor mats	\$80
Anti-spin differential	\$325
Spay in bedliner	\$325
Color-	\$0
Total price	\$24,200.00

Harold "Bud" Schwartz
General Manager

Arkansas Office of State Procurement						
2013 State Vehicle Contract						
Vendor	Contact Name	Phone	Email	Vendor #	OA #	Awarded Items
North Point Nissan 1 Commercial Center Dr. Little Rock, AR 72210	Kelly Cockrell	501-975-0300	kcockrell@northpointcars.com	100184216	4600022810	1,2
Springdale Dodge Jeep 3709 S. Thompson Springdale, AR 72764	Harold Schwartz	479-751-2583	hudschwartz@hotmail.com	100189963	4600027806	3,9,12,13,39,40
Bale Chevrolet 13101 Chenal Pkwy. Little Rock, AR 72211	David Broyles	501-221-9191 Ext. 4282	dbroyles@balechevrolet.com	100095671	4600022797 4600022985	4,13,14,30,31,32,33,34,35 36,53,54,55,56,61,64,67 45, 46
Landers Chevrolet PO Box 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100029958	4600022800 4600027875	5 48
Landers Toyota 10825 Colonel Glenn Little Rock, AR 72204	Roy Spann	501-569-4018	rspann@landerscorp.com	100149950	4600027801	6,7,8,76
North Point Ford 4000 Bargerland North Little Rock, AR 72217	Mike Beard Jenny Smith Kelly Penn	501-955-7782 501-975-8203 501-955-7215	mbeard@northpointcars.com jsmith4@northpointcars.com kpenn@northpointcars.com	100052169	4600022795 4600022981 4600027875	10,11,16,17,22,23 24,27,66 27,28,29,37,37a 78
Landers Dodge Jeep PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100032541	4600022798 4600027803 4600022984	18,21,25,38,43,44 62,63 41
Landers Ford PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100059180	4600022801	19,20
Crain Ford Chenal 15400 Chenal Pkwy. Little Rock, AR 72211	Will Allen	501-570-3727	willallen@crainteam.net	100052072	4600022803	24,65

Arkansas Office of State Procurement 2013 State Vehicle Contract						
Frank Fletcher Honda 3924 Woodbury Lane Bentonville, AR 72712	Van Blak	729-772-0000	vanblak@frankfletcher.com	100165279	4600022986	49
Steve Landers Dodge 4600 S. University Little Rock, AR 72204	Roy Spann	501-374-4848	rspann@landerscorp.com	100149950	4600022987	49
George Nunally Chevy 700 SE Meyer Way Bentonville, AR 72703	Bon Clark	729-873-5535	bonark@ustmva.com	100006710	4600022987	50
Caldwell Toyota 1355 Exchance Ave. Conway, AR 72032	Jonathan Webb	501-327-3900	jmwebb@caldwellcares.com	100120925	4600022987	52
Smith Chevy/Cadillac 1515 Shawnee Rd S Bentonville, AR 72703	Ed Hanerky	729-242-2000	shanerky@smithauto.com	100059108	4600022988	57
Fayetteville Auto Park PO Box. 1649 Benton, AR 72018	Rick Layton	501-316-4400	ricklayton@penskeautomotive.com	100185462	4600023005	59
ORDERING INSTRUCTIONS:						
When ordering vehicles, agencies must reference the outline agreement numbers (OA #) and vendor numbers (Vendor #) on all purchase orders.						

STATE OF ARKANSAS
VEHICLE CONTRACT

Item #	Vehicle Type	Description	Model	SP-13-0001 / 2013 VEHICLE PRICE	Vendor	Vendor #	OA #	MPG Estimates
AUTOMOBILES								
1	ABA	4dr Sub-Compact Sedan	Nissan Versa	PRICE INCREASE \$561	North Point Nissan	100184216	4600022810	26 city 34 hwy 31 combined
2	ACA	4dr Compact Sedan	Nissan Versa	PRICE INCREASE \$561	North Point Nissan	100184216	4600022810	28 city 34 hwy 31 combined
3	ADA	4dr Mid-Size Sedan	Dodge Avenger SE		Springdale Dodge Jeep	100189963	4600027806	21 city 30 hwy 26 combined
4	AEA	4dr Large Sedan	Chevrolet Impala		Bale Chevrolet	100095671	4600022797	18 city 30 hwy 24 combined
5	SAA	4dr Compact Hatchback	Chevrolet Sonic		Landers Chevrolet	100029958	4600022800	25 city 35 hwy 30 combined
PICKUPS								
6	PAA	Small Pickup Truck Short Bed	Toyota Tacoma 7104		Landers Toyota	100149950	4600027801	19 city 24 hwy 21 combined
7	PAB	Small Pickup Truck Extended Cab	Toyota Tacoma Access Cab 7164		Landers Toyota	100149950	4600027801	17 city 21 hwy 19 combined
8	PAD	Small Pickup Truck Crew Cab	Toyota Tacoma 7188		Landers Toyota	100149950	4600027801	17 city 21 hwy 19 combined
9	PAE	1/2T Full Size 4x4 Crew Cab	Dodge Ram 1500 Tradesman		Springdale Dodge Jeep	100189963	4600027806	14 city 19 hwy 16 combined
10	PBA	1/2T Full Size; 2WD	Ford F-150		North Point Ford	100052169	4600022795	16 city 22 hwy 19 combined
11	PBB	1/2T Full Size; Ext-Cab Medium Duty	Ford F-150		North Point Ford	100052169	4600022795	16 city 22 hwy 19 combined
12	PBC	1/2T Full Size; Crew-Cab Medium Duty	Dodge Ram 1500 Tradesman		Springdale Dodge Jeep	100189963	4600027806	14 city 19 hwy 16 combined
13	PCA	1/2T Full Size; 4x4 Short Bed	Chevrolet Silverado	PRICE INCREASE \$500	Bale Chevrolet	100095671	4600022797	14 city 18 hwy 16 combined
14	PCB	1/2T Full Size 4x4 Ex-Cab; Short Bed	Chevrolet Silverado		Bale Chevrolet	100095671	4600022797	14 city 18 hwy 16 combined
15	PCC	1/2T Full Size 4x4; Crew-Cab; Short Bed	Dodge Ram 1500 Tradesman		Springdale Dodge Jeep	100189963	4600027806	13 city 18 hwy 16 combined
16	PJA	3/4T HD; Long Bed	Ford F-250		North Point Ford	100052169	4600022795	12 city 16 hwy 14 combined
17	PJB	3/4T HD; Long Bed Ex-Cab	Ford F-250		North Point Ford	100052169	4600022795	12 city 16 hwy 14 combined
18	PJD	3/4T HD; Long Bed Crew-Cab	Dodge Ram 2500		Landers Dodge Jeep	100032541	4600027803	14 city 20 hwy 16 combined
19	PEA	3/4T HD; 4x4 Long Bed	Ford F-250		Landers Ford	100069180	4600022801	13 city 17 hwy 15 combined
20	PEB	3/4T HD; 4x4 Long Bed Ex-Cab	Ford F-250		Landers Ford	100069180	4600022801	13 city 17 hwy 15 combined
21	PED	3/4T HD; 4x4 Long Bed Crew-Cab	Dodge Ram 2500		Landers Dodge Jeep	100032541	4600027803	13 city 19 hwy 15 combined
22	PKA	1T Full Size Dually Long Bed Gas Eng.	Ford F-350		North Point Ford	100052169	4600022795	12 city 16 hwy 14 combined
23	PQB	1T Chassis/Cab Single-Wheel, Crew Cab	Ford F-350		North Point Ford	100052169	4600022795	12 city 16 hwy 14 combined
24	PRA	1T Full Size Dually	Ford F-350		Crain Ford	100052072	4600022803	12 city 16 hwy 14 combined
25	PRB	1T Chassis/Cab Dually, Crew Cab	Dodge Ram 3500		Landers Dodge Jeep	100032541	4600027803	14 city 20 hwy 16 combined
26	PKD	1T Full Size Dually Long Bed Diesel Eng.	Ford F-350		North Point Ford	100052169	4600022795	14 city 18 hwy 16 combined
27	PQD	1T Chassis/Cab Diesel, Crew Cab	Ford F-350		North Point Ford	100052169	4600022981	N/A
28	PRC	1T Chassis/Cab Dually, Diesel Eng.	Ford F-350		North Point Ford	100052169	4600022981	N/A
29	PRD	1T Chassis/Cab Dually, Diesel Eng. Crew-Cab	Ford F-350		North Point Ford	100052169	4600022981	N/A
VANS & SUVS								
30	VAA	1/2T Full Size Utility Van;	Chevrolet Express	PRICE INCREASE \$200	Bale Chevrolet	100095671	4600022797	15 city 20 hwy 17 combined
31	VAB	3/4T Full Size Utility Van;	Chevrolet Express	PRICE INCREASE \$300	Bale Chevrolet	100095671	4600022797	10 city 15 hwy 12 combined
32	VAC	1T Full Size Utility Van;	Chevrolet Express		Bale Chevrolet	100095671	4600022797	10 city 14 hwy 12 combined
33	VBA	1/2T 8-Passenger Van	Chevrolet Express	PRICE INCREASE \$50	Bale Chevrolet	100095671	4600022797	13 city 17 hwy 15 combined
34	VGA	3/4T 8-Passenger Van;	Chevrolet Express	PRICE INCREASE \$950	Bale Chevrolet	100095671	4600022797	11 city 17 hwy 14 combined
35	VCA	1T 12-Passenger Van;	Chevrolet Express		Bale Chevrolet	100095671	4600022797	11 city 16 hwy 14 combined
36	VDA	1T 15-Passenger Van;	Chevrolet Express		Bale Chevrolet	100095671	4600022797	11 city 16 hwy 14 combined
37	VEA	Compact Utility Mini-Van 2-Passenger	Ford Transit Connect		North Point Ford	100052169	4600022981	21 city 27 hwy 23 combined
37a	VEB	Compact Utility Mini-Van 5-Passenger Wagon	Ford Transit Connect		North Point Ford	100052169	4600022981	22 city 27 hwy 24 combined
38	VFA	Compact 7-Passenger Mini-Van	Dodge Grand Caravan		Landers Dodge Jeep	100032541	4600022798	17 city 25 hwy 21 combined
39	VHA	Sub-Compact 2WD 5-Passenger Utility Vehicle	Jeep Patriot Sport		Springdale Dodge Jeep	100189963	4600027806	23 city 29 hwy 26 combined
40	VHB	Sub-Compact 4WD 5-Passenger Utility Vehicle	Jeep Patriot Sport		Springdale Dodge Jeep	100189963	4600027806	21 city 26 hwy 23 combined

STATE OF ARKANSAS
VEHICLE CONTRACT

Item #	Vehicle Type	Description	Model	SP-13-0001 / 2013	Vehicle Price	Vendor	Vendor #	OA #	MPG Estimates
41	VHC	Compact 2WD 5-Passenger Utility Vehicle	No Award		No Award	No Award	No Award	No Award	No Award
42	VHD	Compact 4WD 5-Passenger Utility Vehicle	Chevrolet Equinox LS		\$21,392.00	Landers Chevrolet	100029958	4600027876	20 city 29 hwy 24 combined
43	VIA	Mid-Size 2WD 7-Passenger Utility Vehicle	Dodge Durango		\$23,480.00	Landers Dodge Jeep	100032541	4600022798	14 city 20 hwy 17 combined
44	VIB	Mid-Size 4WD Utility Vehicle	Dodge Durango		\$25,221.00	Landers Dodge Jeep	100032541	4600022798	13 city 20 hwy 16 combined
45	VSA	Full-Size 2WD Utility Vehicle	Chevrolet Traverse CR14526		\$22,186.10	Bale Chevrolet	100095671	4600022985	17 city 24 hwy 21 combined
46	VSB	Full-Size 4WD Utility Vehicle	Chevrolet Traverse CV14526		\$24,026.10	Bale Chevrolet	100095671	4600022985	16 city 23 hwy 19 combined
47	PMA	8-Passenger Carry-All; 8cyl	Ford Expedition		\$29,303.00	North Point Ford	100052169	4600022795	14 city 20 hwy 17 combined
HYBRID/ALTERNATIVE VEHICLES									
48	HCS	Hybrid-Electric Compact Sedan	Honda Civic Hybrid		\$23,834.00	Frank Fletcher Honda	100165279	4600022986	44 city 44 hwy 44 combined
49	HMH	Hybrid-Electric Mid-Size Hatchback	Toyota Prius		\$23,719.00	Landers Toyota	100149950	4600022987	51 city 48 hwy 50 combined
50	HMS	Hybrid-Electric Mid-Size Sedan	Chevrolet Malibu Eco 1GC69 ISA		\$22,933.00	George Nunnally Chevy	100004710	4600027874	25 city 37 hwy 31 combined
51	HTU	Hybrid-Electric 5 Passenger 2WD SUV, 4cyl	No Award		No Award	No Award	No Award	No Award	No Award
52	HFU	Hybrid-Electric 5 Passenger 4WD or AWD SUV	Toyota Highlander V6		\$42,732.00	Caldwell Toyota	100120925	4600027877	28 city 28 hwy 28 combined
53	HST	Hybrid-Electric 7 Passenger 2wd SUV	Chevrolet Tahoe Hybrid		\$45,295.00	Bale Chevrolet	100095671	4600022797	20 city 23 hwy 21 combined
54	HSF	Hybrid-Electric 7 Passenger 4wd or AWD SUV	Chevrolet Tahoe Hybrid		\$47,861.00	Bale Chevrolet	100095671	4600022797	20 city 23 hwy 21 combined
55	HTT	Hybrid-Electric 1/2T Pickup 2WD Crew Cab	Chevrolet Silverado Hybrid		\$33,348.00	Bale Chevrolet	100095671	4600022797	20 city 23 hwy 21 combined
56	HFT	Hybrid-Electric 1/2T Pickup 4WD Crew Cab	Chevrolet Silverado Hybrid		\$36,230.00	Bale Chevrolet	100095671	4600022797	20 city 23 hwy 21 combined
76	HMT	Toyota Camry Hybrid	Toyota Camry Hybrid 2559		\$23,933.00	Landers Toyota	100149950	4600027801	43 city 39 hwy 41 combined
57	HEA	Chevrolet Volt Plug-In Hybrid	Chevrolet Volt		\$37,268.00	Smith Chevrolet Cadillac	100059108	4600022988	35 city 40 hwy 38 combined
78	HFE	Ford Focus Electric	Ford Focus Electric		\$35,597.00	North Point Ford	100052169	4600027878	110 city 99 hwy 105 combined
58	HEB	Nissan Leaf	No Award		No Award	No Award	No Award	No Award	No Award
59	HNA	CNG Powered Sedan	Honda Civic CNG		\$26,925.00	Fayetteville Auto Park	100185462	4600023005	27 city 38 hwy 32 combined
OK ALTERNATIVE VEHICLE CONTRACT									
60	JAA	Campus Security Sedan	No Award		No Award	No Award	No Award	No Award	No Award
61	KAA	Chevy Impala Police Package	Chevy Impala Police Package		\$19,850.00	Bale Chevrolet	100095671	4600022797	18 city 30 hwy 24 combined
62	LAA	Charger Pursuit Sedan V6	Dodge Charger Pursuit V6		\$22,245.00	Landers Dodge Jeep	100032541	4600027803	18 city 27 hwy 22 combined
63	LAB	Charger Pursuit Sedan V8 Hemi	Dodge Charger Pursuit V8 Hemi		\$23,163.00	Landers Dodge Jeep	100032541	4600027803	16 city 25 hwy 20 combined
64	PPV	Chevy Tahoe Police Package	Chevy Tahoe Police Package		\$25,093.00	Bale Chevrolet	100095671	4600022797	15 city 21 hwy 18 combined
65	KAB	Ford Police Interceptor Sedan AWD	Ford Police Interceptor Sedan AWD		\$23,307.00	Crain Ford	100052072	4600022803	17 city 25 hwy 21 combined
66	PPW	Ford Police Interceptor Utility Vehicle AWD	Ford Police Interceptor Utility Vehicle AWD		\$25,851.00	North Point Ford	100052169	4600022795	17 city 25 hwy 21 combined
67	LAC	Chevy Caprice Police Package V8 RWD	Caprice Police Pkg PRICE INCREASE \$500		\$25,770.00	Bale Chevrolet	100095671	4600022797	15 city 24 hwy 19 combined
77	PSS	Chevrolet Tahoe Special Service Vehicle	Tahoe 4WD CK10706 IFL 5W4		\$28,555.00	George Nunnally Chevy	100004710	4600027874	15 city 21 hwy 18 combined
OK ALTERNATIVE VEHICLE CONTRACT									
	HNA	Compact Car	Honda Civic NG		\$26,031.00	Russell Chevrolet	100001577	4600027953	27 city 38 hwy 32 combined
	PRH	3/4 Ton Truck	Chevrolet Silverado 2500 HD Extended Cab		\$34,062.00	George Nunnally Chevy	100004710	4600027956	12 city 16 hwy 14 combined
	VAB	3/4 Ton Cargo Van	Chevrolet Express 2500 Cargo Van		\$30,900.00	George Nunnally Chevy	100004710	4600027956	10 city 15 hwy 12 combined
	VAC	One Ton Cargo Van	Chevrolet Express 3500 Cargo Van		\$34,900.00	George Nunnally Chevy	100004710	4600027956	10 city 14 hwy 12 combined

City of Fayetteville Staff Review Form

A. 4
North Point Ford
Page 1 of 4City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution approving the purchase of two Ford F150 pickups off the State Vehicle Contract from North Point Ford of N. Little Rock, AR for the amount of \$30,140.

\$ 30,140.00

Cost of this request

\$ 687,600.00

Category / Project Budget

Light / Medium Utility Vehicles

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 135,849.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02078.2013

Project Number

\$ 551,751.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Terry J. Gulley

Department Director

1-31-13

Date

Previous Ordinance or Resolution #

J. Gulley

City Attorney

2-1-13

Date

Original Contract Date:

Original Contract Number:

Paul A. Belton

Finance and Internal Services Director

2-1-2013

Date

Received in City
Clerk's Office

01-31-13 P03:25 RCVD

Hon. Alan

Chief of Staff

2-4-13

Date

Received in
Mayor's OfficeKim J.
ENTERED
2/11/13
7:10

Lionel D. Jordan

Mayor

2/4/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt.

Date: January 31, 2013

Subject: Purchase of two pickups for Building Safety

PROPOSAL: That City Council approve the purchase of two Ford F150 pickup trucks in the amount of \$30,140 off the State contract for use by Building Safety

RECOMMENDATION: Building Safety Division has two compact 4x4 pickups that are being replaced in 2013. They have decided to replace them with 2x4 half ton pickups with limited slip differential. Unit 2017 - a 1999 Ford Ranger - was due for replacement in 2009 and was pushed back to 2013. Unit 2044 - a 2002 Ford Ranger - was due for replacement in 2012 and was pushed back to 2013.

Ford F150 2x4 pickups with limited slip differential are available off the State Vehicle Purchase contract from North Point Ford of N. Little Rock for a price of \$15,070 each.

Fleet recommends purchase off the State Vehicle Contract of two F150 pickups from North Point Ford of N. Little Rock for a total purchase of \$30,140.

This purchase was unanimously approved by the Equipment Committee on January 29, 2013.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF TWO (2) FORD F-150 PICKUP TRUCKS FROM NORTH POINT FORD OF NORTH LITTLE ROCK IN THE TOTAL AMOUNT OF \$30,140.00, PURSUANT TO A STATE PROCUREMENT CONTRACT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two (2) Ford F-150 pickup trucks from North Point Ford of North Little Rock in the total amount of \$30,140.00, pursuant to a state procurement contract.

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:
Date: 1/31/2013
A. 4 North Point Ford
P.O Number:
Expected Delivery Date: Page 4 of 4

Vendor #: 6481	Vendor Name: NORTH POINT FORD	Mail Yes: No: ☒
Address:	Fob Point:	Taxable Yes: No: ☒
City:	State:	Quotes Attached Yes: No: ☒
Requester: BARBARA OLSEN	Requester's Employee #: 1940	Division Head Approval:
	Extension: 485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	FORD F150 2 X 4 1/2 TON PICKUPS WITH	2	EA	15,070.00	\$30,140.00	9700.1920.5802.00	02078.2013		
2	LIMITED SLIP DIFFERENTIAL. TO BE UNITS				\$0.00				
3	2165, FIXED ASSET #702165 AND				\$0.00				702165
4	2166, FIXED ASSET #702166				\$0.00				702166
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: **\$30,140.00**

Total: **\$30,140.00**

Approvals:

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

City of Fayetteville Staff Review Form

A. 5
Riggs Cat of Springdale
Page 1 of 6City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution approving the purchase of four Caterpillar 420F Backhoe / loaders off the State Vehicle contract from Riggs Cat of Springdale, AR in the amount of \$399,640, and approving a Budget Adjustment to move funds to the Fleet expense account.

\$ 399,640.00

Cost of this request

\$ 608,000.00

Category / Project Budget

Backhoe / Loaders

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ -

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02076.2013

Project Number

\$ 608,000.00

Remaining Balance

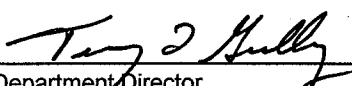
Shop Fund

Fund Name

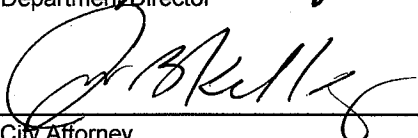
Budgeted Item

☒

Budget Adjustment Attached

☒

 Department Director
1-31-13
Date

Previous Ordinance or Resolution #


 City Attorney
2-1-13
Date

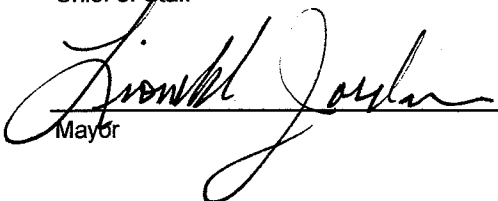
Original Contract Date:

Original Contract Number:


 Finance and Internal Services Director
2-5-2013
DateReceived in City
Clerk's Office

01-31-13 P03:25 RCVD



 Chief of Staff
2-5-13
DateReceived in
Mayor's Office

 Mayor
2/5/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt.

Date: January 31, 2013

Subject: Purchase of four Backhoe/Loaders

PROPOSAL: That City Council approve the purchase of four backhoe / loaders off the State Vehicle Contract from Riggs Cat of Springdale, AR in the amount of \$399,640, and approve a Budget Adjustment to move funds to the Fleet expense account.

RECOMMENDATION: Water & Sewer and Transportation each have two backhoe / loaders to be replaced in 2013. The Water & Sewer backhoes (#653 and #654) have recently died with one unit sold and the other in the process of being sold. Transportation backhoes #657 and #675 are due to be replaced in 2013; they are presently still running but should be replaced as early in the year as possible.

Last year, Transportation and Water & Sewer staff demo'd several different backhoes. After the demonstrations, the operators and Fleet technicians recommended the same unit be purchased. We purchased Cat backhoes from Riggs Cat in Springdale, AR. These backhoes are again available off the State Contract, for \$99,910 each.

Fleet recommends the purchase off the State contract of four 420F Cat Backhoe / Loaders from Riggs Cat of Springdale, Arkansas for a total amount of \$399,640.

This purchase was unanimously approved by the Equipment Committee on January 29th, 2013.

BUDGET IMPACT: These backhoe / loaders were all budgeted for on the operating and capital sides, but the capital cost was underestimated. On the capital side, one backhoe/loader was budgeted for 2014 replacement. However, due to the cost of required repairs, it needs to be replaced in 2013. A Budget Adjustment is needed to move funds from the Fleet fund balance to cover the purchase price of one unit and the shortfall on the other three units.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF FOUR (4) CATERPILLAR 420F BACKHOE/LOADERS FROM RIGGS CAT OF SPRINGDALE IN THE TOTAL AMOUNT OF \$399,640.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of four (4) Caterpillar 420F backhoe/loaders from Riggs Cat of Springdale in the total amount of \$399,640.00, pursuant to a state procurement contract.

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

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 3/12.0724
Riggs Cat of Springdale
Page 4 of 6

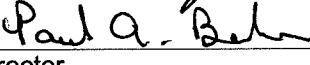
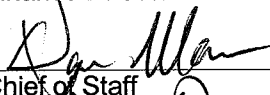
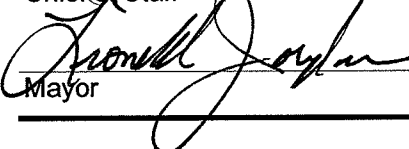
Budget Year 2013	Division: Fleet Operations Department: Transportation Services	Request Date 2/19/2013	Adjustment Number
----------------------------	---	----------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

The purchase price on the replacement for units #653 WSEW_F066, #654 WSEW_F040 and #657 TRAN_F070 (all 2005 NH Backhoes) was underestimated. \$10,100 is requested from fund balance to cover the shortfall on EACH unit.

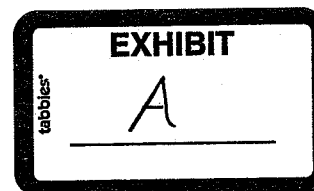
Unit #675 TRAN_F083, a 2005 NH Backhoe was due for replacement in 2013, but Fleet pushed it back to 2014 and budgeted for it in 2014. However, due to the cost of required repairs, it needs to be replaced in 2013. Funds are requested from fund balance for the purchase price of \$100,100.

Sufficient funds remain to meet City objectives.

 Division Head	1-8-13 Date	Prepared By: <u>Barbara Olsen</u> Reference: _____ Budget & Research Use Only Type: A B C D E P General Ledger Date _____ Posted to General Ledger _____ Initial _____ Date _____ Checked / Verified _____ Initial _____ Date _____
 Budget Director	2-12-13 Date	
 Department Director	1-8-13 Date	
 Finance Director	2-5-2013 Date	
 Chief of Staff	2-5-13 Date	
 Mayor	2/5/13 Date	

TOTAL BUDGET ADJUSTMENT

TOTAL BUDGET ADJUSTMENT		130,400	130,400	Project.Sub Number
		Increase / (Decrease)		
Account Name	Account Number	Expense	Revenue	Number
Vehicles and equipment	9700.1920.5802.00	EX 130,400		02076 . 2013
Use of fund balance	9700.0970.4999.99	RF	130,400	.
				.
				.



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 1/31/2013	A. 5 Riggs Cat of Springdale Page 5 of 6
P.O Number:	Expected Delivery Date:	

Vendor #: 11700	Vendor Name: RIGGS CAT	Mail Yes: No: X
Address:	Fob Point:	Taxable Yes: No: X
City:	State:	Quotes Attached Yes: No: x
Requester: BARBARA OLSEN	Requester's Employee #: 1940	Division Head Approval:
	Extension: 485	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	CATERPILLAR 420F BACKHOE / LOADERS	4	EA	99,910.00	\$399,640.00	9700.1920.5802.00	02076.2013		
2	AS SPECIFIED. TO BE UNITS:				\$0.00				
3	6001, FIXED ASSET 706001				\$0.00				706001
4	6002, FIXED ASSET 706002				\$0.00				706002
5	6003, FIXED ASSET 706003				\$0.00				706003
6	6004, FIXED ASSET 706004				\$0.00				706004
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:

Subtotal: \$399,640.00

Total: \$399,640.00

Approvals:

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

City of Fayetteville Staff Review Form

A. 6
Williams Tractor of Fayetteville
Page 1 of 6

City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen

Submitted By

Fleet Operations

Division

Transportation

Department

Action Required:

A resolution approving the purchase of five Hustler Super Z Mowers off State Vehicle Contract from Williams Tractor of Fayetteville, AR in the amount of \$66,595, and approving a Budget Adjustment to move funds to the Fleet expense account.

\$ 66,595.00

Cost of this request

\$ 269,400.00

Category / Project Budget

Tractors / Mowers

Program Category / Project Name

9700.1920.5802.00

Account Number

\$ 108,184.00

Funds Used to Date

Vehicles and Equipment

Program / Project Category Name

02083.2013

Project Number

\$ 161,216.00

Remaining Balance

Shop Fund

Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☒

Trey 2 Gully
Department Director

1-31-13
Date

Previous Ordinance or Resolution #

Paul Bell
City Attorney

2-1-13
Date

Original Contract Date:

Original Contract Number:

Paul A. Becker
Finance and Internal Services Director

2-5-2013
Date

Received in City
Clerk's Office

01-31-13P03:25 RCVD

Don Man
Chief of Staff

2-5-13
Date

Received in
Mayor's Office



Frank Jordan
Mayor

2/5/13
Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor/City Council

Thru: Terry Gulley, Director of Transportation *TG*

From: Dennis Pratt, Fleet Operations Supt.

Date: January 31, 2013

Subject: Purchase of five Mowers for Parks and Recreation

PROPOSAL: That Council approve the purchase of five Hustler Super Z mowers off the State Vehicle contract from Williams Tractor of Fayetteville, AR in the amount of \$66,595, and approve a Budget Adjustment to move funds from the Fleet expense account.

RECOMMENDATION: Parks and Recreation has five mowers that are due for replacement this year. Two of the mowers (#592 and #593 – 2006 Toro mowers) have a front mounted multi-deck mower; the other three (#5013, 5014, and 501) are 2008 Hustler Super Z mowers. Parks wants to standardize all five replacement mowers to the Hustler Super Z's. This will save the City money as the multi-deck mowers are about twice as expensive as the Hustlers. The two multi-deck mowers were used in the ballparks. Two replacement mowers will each have a striper attachment – for marking the ball fields.

These Hustler mowers are available off the State Vehicle purchase contract, up-fitted with the propane option, for a price of \$12,999 each. Two mowers will be up-fitted with the striper kit for an additional \$800 each.

Fleet recommends the purchase of five Hustler Super Z mowers off the State Vehicle purchase contract for a total of \$66,595 from Williams Tractor of Fayetteville, AR.

This purchase was unanimously approved by the Equipment Committee on January 29th, 2013.

BUDGET IMPACT: These replacements were budgeted for on both the capital and operating sides. On the capital side, one of the mowers had been pushed back to 2015 for replacement, however, due to required repairs, it needs to be replaced in 2013. Funds are requested from fund balance for the purchase.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF FIVE (5) HUSTLER SUPER Z MOWERS FROM WILLIAMS TRACTOR OF FAYETTEVILLE IN THE TOTAL AMOUNT OF \$66,595.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, AND APPROVING A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of five (5) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$66,595.00, pursuant to a state procurement contract.

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

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 6 V12.0724
Williams Tractor of Fayetteville

Page 4 of 6

Budget Year 2013	Division: Fleet Operations Department: Transportation Services	Request Date 2/19/2013	Adjustment Number
--------------------------------	---	--------------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

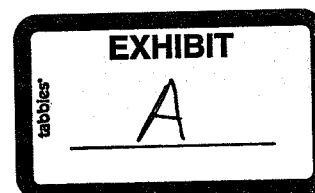
Unit #592, PRKS_F014, a 2006 Toro Multi-deck mower was pushed back to 2015 for replacement, however, due to the cost of needed repairs, it needs to be replaced in 2013. Funds are requested from fund balance for the purchase price plus logos \$13,900. A BA is not needed for monthly Motor Pool charges as the new unit will be charged the same as the old unit.

Sufficient funds remain to meet City objectives.

<i>Dennis E. Olsen</i> Division Head	1 - 22 - 13 Date	Prepared By: Barbara Olsen <i>bolsen</i>
<i>John H. ...</i> Budget Director	2 - 1 - 213 Date	Reference:
<i>Keith ...</i> Department Director	1 - 22 - 13 Date	Budget & Research Use Only
<i>Paul a. Behn</i> Finance Director	1 - 23 - 2013 Date	Type: A B C <u>D</u> E P
<i>Don ...</i> Chief of Staff	2 - 5 - 13 Date	General Ledger Date
<i>Trionell Jordan</i> Mayor	2/5/13 Date	Posted to General Ledger Initial Date
		Checked / Verified Initial Date

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number	TOTAL BUDGET ADJUSTMENT		Project.Sub Number
		Expense	Revenue	
Vehicles and equipment	9700.1920.5802.00	13,900	-	02083 . 2013
Use of fund balance	9700.0970.4999.99	-	13,900	.
				.



City Of Fayetteville - Purchase Order (PO) Request

(Not a Purchase Order)

All purchases under \$2500 shall be used on a P-Card unless medical or 1099 service related. (Call x256 with questions)

All PO Request shall be scanned to the Purchasing e-mail: Purchasing@ci.fayetteville.ar.us

Requisition No.:	Date: 1/31/2013 A. 6 Williams Tractor of Fayetteville
P.O Number:	Expected Delivery Date: Page 3 of 6
Mail Yes: No: X	
Taxable Yes: No: X	Quotes Attached Yes: No: x
Division Head Approval:	
Requester's Employee #: 1940	Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	HUSTLER SUPER Z MOWERS AS SPECIFIED	2	EA	13,799.00	\$27,598.00	9700.1920.5802.00	02083.2013		
2	WITH SUN SHADE AND STRIPER UNIT, TO BE				\$0.00				
3	#5038, FIXED ASSET 705038 AND				\$0.00				705038
4	#5039, FIXED ASSET 705039				\$0.00				705039
5	HUSTLER SUPER Z MOWERS AS SPECIFIED	3	EA	12,999.00	\$38,997.00	9700.1920.5802.00	02083.2013		
6	#5040, FIXED ASSET 705040				\$0.00				705040
7	5041, FIXED ASSET 705041				\$0.00				705041
8	5042, FIXED ASSET 705042				\$0.00				705042
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Subtotal:	\$66,595.00
Total:	\$66,595.00

Vendor #: 11133 Vendor Name: WILLIAMS TRACTOR

Address: Fob Point: City: State: Zip Code: Ship to code: 50

Requester: BARBARA OLSEN Requester's Employee #: 1940 Extension: 485

Special Instructions:

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

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

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

City of Fayetteville Staff Review Form

A. 7
 Ranger's Pantry Pet Food Bank
 Page 1 of 4

**City Council Agenda Items
 and
 Contracts, Leases or Agreements**

2/19/2013

City Council Meeting Date
 Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of Budget Adjustment recognizing donation revenue received from citizens for the Ranger's Pantry Pet Food Bank in the amount of \$2,631.

_____	\$ -	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ -	_____
2180.4945.5390.01	Funds Used to Date	Program / Project Category Name
Account Number		
_____	\$ -	_____
12003.1	Remaining Balance	Community Services
Project Number		Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

[Signature]
 Department Director

01-30-2013
 Date

Previous Ordinance or Resolution # _____

[Signature]
 City Attorney

1-30-13
 Date

Original Contract Date: _____

Original Contract Number: _____

[Signature]
 Finance and Internal Services Director

1-31-2013
 Date

Received in City
 Clerk's Office

01-30-13 PUS:18 RCVD

[Signature]

[Signature]
 Chief of Staff

2-4-13
 Date

Received in
 Mayor's Office



[Signature]
 Mayor

2/4/13
 Date

Staff recommends approval of the Budget Adjustment.

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development

From:  Shanda Fields, Dir. Community Services

Date: January 29, 2013

Subject: Approval of a Budget Adjustment for the Community Services Division

PROPOSAL:

Community Services would like to recognize donation revenue that was received from citizens for the Ranger's Pantry Pet Food Bank.

RECOMMENDATION:

Staff recommends approval of a budget adjustment to budget the Community Services Donation Revenue for Ranger's Pantry Pet Food.

BUDGET IMPACT:

Increase the Community Outreach Projects account by \$2,631 for Ranger's Pantry Pet Food Bank.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL
AMOUNT OF \$2,631.00 REPRESENTING DONATION REVENUE TO THE
ANIMAL SERVICES DIVISION RANGER'S PANTRY PET FOOD BANK**

**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 as Exhibit "A", in the total amount of \$2,631.00 representing donation revenue to the Animal Services Division Ranger's Pantry Pet Food Bank.

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

PASSED and APPROVED this 5th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

**City of Fayetteville, Arkansas
Budget Adjustment Form**

A. 7 V12.0724
Ranger's Pantry Pet Food Bank

Page 4 of 4

Budget Year 2013	Division: Community Services Department: Development Services	Request Date 1/29/2013	Adjustment Number
--------------------------------	--	--------------------------------------	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Increase Community Outreach Project account by \$2631 to recognize \$1371 in 2012 donation revenue and \$1260 in 2013 donation revenue for Ranger's Pantry.

<u>Kelly A. Coleman</u> Division Head	<u>1/30/13</u> Date
<u>[Signature]</u> Budget Director	<u>1-31-2013</u> Date
<u>[Signature]</u> Department Director	<u>01-30-2013</u> Date
<u>Paul A. Becker</u> Finance Director	<u>1-31-2013</u> Date
<u>[Signature]</u> Chief of Staff	<u>2-4-13</u> Date
<u>[Signature]</u> Mayor	<u>2/4/13</u> Date

Prepared By: Rachel
Reference: rafielids

Reference: _____

Budget & Research Use Only

Type: A B C D E P

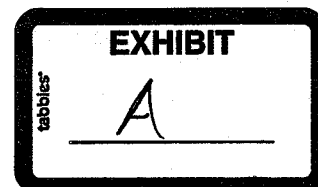
General Ledger Date _____

Posted to General Ledger
Initial _____ Date _____

Checked / Verified
Initial _____ Date _____

TOTAL BUDGET ADJUSTMENT

Account Name	Account Number		2,631	2,631	Project.Sub Number
			Increase / (Decrease) Expense	Revenue	
Community Outreach Projs	2180.4945.5390.01	EX	2,631	-	12003 . 1
Use of fund balance	2180.0918.4999.99	RE		1,371	.
Donations	2180.0918.4809.00	RE		1,260	12003 . 1
					.
					.



City of Fayetteville Staff Review Form

A. 8
Community Development Block
Grant (CDBG)
Page 1 of 28

City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items Only

Yolanda Fields

Submitted By

Community Services

Division

Development Services

Department

Action Required:

Approval of the 2013 Action Plan and the Mayor's authority to execute the 2013 Community Development Block Grant (CDBG) Agreement upon receipt.

_____	\$ _____ -	_____
Cost of this request	Category / Project Budget	Program Category / Project Name
_____	\$ _____ -	_____
Account Number	Funds Used to Date	Program / Project Category Name
_____	\$ _____ -	_____
Project Number	Remaining Balance	Community Services
		Fund Name

Budgeted Item

☒

Budget Adjustment Attached

☐

Yolanda Fields
Department Director

01-24-2013
Date

Previous Ordinance or Resolution # _____

Don Man
City Attorney

1-31-13
Date

Original Contract Date: _____

Original Contract Number: _____

Paul A. Bush
Finance and Internal Services Director

1-31-2013
Date

Received in City Clerk's Office 31-13 A09:10 RCVD

Don Man
Chief of Staff

2-4-13
Date

Received in Mayor's Office

Don Man
Mayor

2/7/13
Date



Staff recommends approval of the 2013 Action Plan and the Mayor's authority to execute the 2013 CDBG Agreement upon receipt.



www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO

To: City Council

Thru: Jeremy Pate, Dir. Community Development JP

From: Yolanda Fields, Dir. Community Services YF

Date: January 28, 2013

Subject: 2013 Community Development Block Grant (CDBG)

PROPOSAL:

Fayetteville has been a Community Development Block Grant (CDBG) Entitlement City since 1975. Funding is based on a formula allocation that takes into account such factors as population, percent of low/moderate income persons and the number of housing units. This formula allocation process awards CDBG funding to the City of Fayetteville. Each year the Community Services Division submits an Action Plan to the U.S. Department and Urban Development (HUD) outlining the proposed uses of CDBG funding. If HUD approves the Action Plan a CDBG Agreement for that year is received. This Agreement must be executed, returned to the HUD Field Office in Little Rock and then sent to HUD in Washington D.C. for the release of funds.

Grant amounts vary each year dependent upon the funding levels authorized by Congress through the annual federal budget process. The estimated award for 2013 is \$540,787. The grant funding detail submitted to HUD in the 2013 Action Plan is:

Administration	\$107,245
Housing Rehabilitation	\$305,701
Redevelopment	\$ 41,043
Big Brothers Big Sisters of NWA	\$ 5,000
CASA of NWA	\$ 10,000
LifeSource International	\$ 20,000
Peace at Home Family Shelter	\$ 10,000
Salvation Army	\$ 5,000
Transportation	\$ 6,000
LifeSource International	\$ 27,000
YRCC	\$ 3,798
	<u>\$540,787</u>

Approving the 2013 Action Plan and the Mayor's authority to execute the 2013 CDBG Agreement upon receipt will reduce the waiting time for HUD to release the funds. This will allow for quicker start up of both internal and external programs to assist low and moderate income residents in Fayetteville. Any change in the awarded funding amount will be presented to the Council.

RECOMMENDATION:

Staff recommends that the 2013 Action Plan be approved and that authority be given to the Mayor to execute the 2013 Community Development Block Grant (CDBG) Agreement upon receipt.

BUDGET IMPACT:

2013 estimated CDBG grant revenue - \$540,787.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR 2013 WHEN RECEIVED IN THE ESTIMATED AMOUNT OF \$540,787.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute the Community Development Block Grant (CDBG) Agreement in the estimated amount of \$540,787.00 for 2013 when received, with allocation proposed as follows:

➤ Administration	\$107,245
➤ Housing Rehabilitation	\$305,701
➤ Redevelopment	\$41,043
➤ Big Brothers Big Sisters of NWA	\$5,000
➤ CASA of NWA	\$10,000
➤ LifeSource (Services)	\$20,000
➤ Peace at Home Family Shelter	\$10,000
➤ Salvation Army	\$5,000
➤ Transportation	\$6,000
➤ LifeSource (Facilities)	\$27,000
➤ YRCC	\$3,798

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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



Community Development Block Grant 2013 Action Plan

Community Services Division
Helping to Build a Better Community

Community Services Division

Community Services Director
1000 Mountain Street
Fayetteville, Arkansas 72701

Phone 479.576.8260

Fax 479.440.3445

community_resources@ci.fayetteville.ar.us

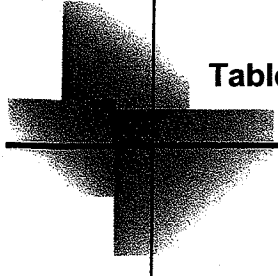


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Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify)**

*** 3. Date Received:**

4. Applicant Identifier:

B-13-MC-05-0001

5a. Federal Entity Identifier:

*** 5b. Federal Award Identifier:**

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Fayetteville

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

71-6018462

*** c. Organizational DUNS:**

141-310578

d. Address:

*** Street1:**

113 W Mountain

Street2:

*** City:**

Fayetteville

County:

Washington

*** State:**

AR

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

72701

e. Organizational Unit:

Department Name:

Development Services Department

Division Name:

Community Services Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Yolanda

Middle Name:

*** Last Name:**

Fields

Suffix:

Title: Community Services Director

Organizational Affiliation:

*** Telephone Number:**

479-575-8290

Fax Number:

479-444-3445

*** Email:**

yfields@ci.fayetteville.ar.us

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant/Entitlement Grant

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Fayetteville AR

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant/Entitlement City

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant AR-003

* b. Program/Project AR-003

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 01/01/2013

* b. End Date: 12/31/2013

18. Estimated Funding (\$):

* a. Federal \$ 540,787.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL \$ 540,787.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.) Applicant Federal Debt Delinquency Explanation**

☐ Yes

☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr

* First Name: Lioneld

Middle Name:

* Last Name: Jordan

Suffix:

* Title: Mayor

* Telephone Number: 479-575-8331

Fax Number: 479-444-3445

* Email: ljordan@ci.fayetteville.ar.us

* Signature of Authorized Representative:

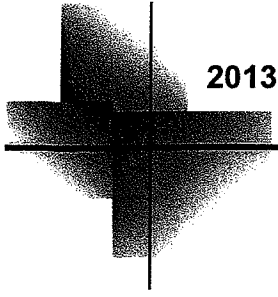
* Date Signed:

10/30/12

Application for Federal Assistance SF-424

*** Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.



2013 Action Plan | Introduction

This document serves as the City of Fayetteville's One-Year Consolidated Action Plan Submission for the use of 2013 Community Development Block Grant (CDBG) Program funds. The Action Plan describes how the City will address the priority needs and specific objectives identified in the five-year strategy outlined in the City of Fayetteville's 2011-2015 Five-Year Consolidated Plan. The One-Year Action Plan is a component of the Five-Year Consolidated Plan that is updated annually to reflect resource allocation changes.

The planning process for the development of this One-Year Action Plan began on July 25 and 29, 2012 with published notices that the City was holding a mandatory subrecipient grant application workshop and accepting applications for GY2013 CDBG program funding. This notice of funding, in combination with the public hearing held on October 4, 2012, allowed agencies and interested citizens the opportunity to express concerns and share community needs. The public hearing announcement is included in Appendix B of this document.

Following the application submission period, 16 funding requests were received and reviewed by staff and the members of the grant prioritization committee. Applications were reviewed for compliance with application requirements. Proposed projects were also evaluated for fit with City Council adopted local community development objectives and consistency with the priorities and objectives contained in the 2011-2015 Consolidated Plan. CDBG funded activities must qualify by meeting at least one of the three national objectives: benefit low- and moderate-income individuals, prevent or eliminate blight and slums or meet urgent community development needs that pose a serious and immediate threat to the health or welfare of the community. In addition, each application was assessed for project readiness, financial leverage and other relevant concerns.

A summary of the proposed uses of CDBG funds recommended by staff was published in The Northwest Arkansas Times on September 26 and 30, 2012. It was also published in the weekly papers The Fayetteville Free Weekly and La Prensa Libre (in Spanish) for the week of October 1, 2012. These public notices provided the start and end dates of the 30-day public comment period; as well as the date, time and location for the public hearing. In addition, the public notices advised the general public of two locations that the proposed 2013 One-Year Action Plan was available for their review and comments. In addition to the public notices, Community Services published an announcement on City's website (www.accessfayetteville.org) including a link to the Action Plan draft. The draft One-Year Action Plan was then discussed at a public hearing held on October 4, 2012.

In order to receive its annual CDBG funding, the City of Fayetteville must develop and submit to the Department of Housing and Urban Development (HUD) its Consolidated Action Plan. This plan is the City's comprehensive planning document and application.

In the Consolidated Action Plan, the City identifies its goals for CDBG programs, which also serve as the criteria against which HUD will evaluate the City's performance in carrying out its goals. The Consolidated Plan promotes a comprehensive approach to local decisions by requiring cities to include all local residents interested in community development to help identify the needs of the community and formulate strategies for addressing those needs.

The concept behind the Consolidated Action Plan is to:

- Enable a community to view HUD programs not as isolated tools to solve narrow functional problems, but rather as an invitation to embrace a comprehensive vision of housing and community development;
- Create a comprehensive vision which includes affordable housing, fair housing, transportation, economic development and community rehabilitation;
- Enable communities to apply this comprehensive approach in helping the homeless in a continuum of care, a comprehensive system for moving individuals and families from homelessness to permanent housing;
- Improve program accountability and support results oriented management by establishing clear priority needs and goals; providing more timely and readable information on needs, goals and proposed projects to citizens; providing measurable indicators of progress; and reporting on progress against these measures;
- Facilitate citizen involvement and commitment in the planning process by increased community outreach;
- Partner with the local Public Housing Authority in comprehensive planning efforts to revitalize distressed neighborhoods and help low-income residents;
- Integrate efforts to identify and take measures to overcome impediments to fair housing, which is an integral part of comprehensive planning efforts. The programs covered by the Consolidated Plan all have in common the characteristic that expenditures must primarily benefit extremely low (0 to 30 percent of median income), very low (31 percent to 50 percent of median income), and low (51 percent to 80 percent of median income) income persons and households.

In addition, the goals are intended to meet the following three federal statutory objectives:

PROVIDE DECENT HOUSING | which includes:

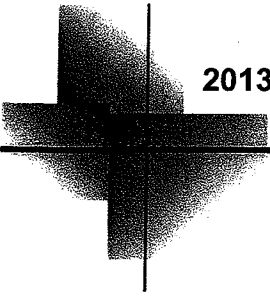
assisting homeless persons obtain affordable housing; assisting persons at risk of becoming homeless; retention of affordable housing stock; increase the availability of affordable permanent housing in standard condition to low income and moderate income families, particularly to members of disadvantaged minorities without discrimination on the basis of race, color, religion, sex, national origin, familial status, or disability; increasing the supply of supportive housing which includes structural features and services to enable persons with special needs (including persons with HIV/AIDS) to live in dignity and independence; and providing affordable housing that is accessible to job opportunities.

PROVIDE A SUITABLE LIVING ENVIRONMENT | which includes:

improving the safety and livability of neighborhoods; increasing access to quality public and private facilities and services; reducing the isolation of income groups within areas through spatial de-concentration of housing opportunities for lower income persons and the revitalization of deteriorating neighborhoods; restoring and preserving properties of special historic, architectural or aesthetic value; and conservation of energy resources.

EXPAND ECONOMIC OPPORTUNITIES | which includes:

job creation and retention; establishment, stabilization and expansion of small businesses (including micro businesses); the provision of public services concerned with employment; the provision of jobs to low-income persons living in areas affected by those programs and activities, or jobs resulting from carrying out activities under programs covered by the plan; availability of mortgage financing for low income persons at reasonable rates using non-discriminatory lending practices; access to capital and credit for development activities that promote the long term economic and social viability of the community; and empowerment and self sufficiency for low income persons to reduce generational poverty in federally assisted housing and public housing.



2013 Action Plan Institutional Structure & Coordination

INSTITUTIONAL STRUCTURE and COORDINATION

Federal regulations require CDBG recipients to establish a common program year and identify a single lead agency to prepare and submit the Consolidated Action Plan. The task of preparing this Plan is assigned to the City of Fayetteville's Community Services Division. Annually, Community Services prepares the One-Year Action Plan as an update to the Five-Year Consolidated Plan. The Division addresses the various housing needs and strategies of the City of Fayetteville and administers the City's CDBG Program. It also functions as a program and services delivery unit to help address the community's needs for decent housing, a suitable living environment, and sustained economic health.

The Community Services Division has been in contact with an extensive network of governmental and non-profit agencies in developing this plan. Notices of funding availability were published in the local newspaper.

The delivery and financing of affordable/attainable housing involves organizations and participants from public agencies, businesses and private institutions, non-profits and community based organizations. The roles and responsibilities of the participants will vary depending on the project, required resources, leadership, levels of commitment, capacity, productivity and understanding of the issue. The Community Services Division will continue working with the various organizations as it implements the provisions of the 2013 One-Year Action Plan.

Staff also maintains relationships with state and federal partners and agencies to better link services to our targeted population. Community Services staff has assumed leadership and support roles with the Northwest Arkansas Housing Coalition, League of United Latin American Citizens and the Hispanic Women's Organization. Community Services has also developed strong ties with the University of Arkansas including the following departments: Off Campus Connections, the Multicultural Center and the office of International Students and Scholars.

COMMUNITY PROFILE

The City of Fayetteville is the county seat of Washington County and is located in the northwestern part of Arkansas. Washington County is the third most populous county in Arkansas and one of the fastest growing. Fayetteville is situated at the foothills of the Ozark Mountains. Fayetteville is the southernmost city in metropolitan Northwest Arkansas and is located approximately 185 miles northwest of Little Rock, Arkansas, 125 miles east of Tulsa, Oklahoma; 350 miles northeast of Dallas, Texas and 210 miles south of Kansas City, Missouri. Fayetteville and the Northwest Arkansas region have gained a national reputation as one of the best places in the country to live and raise a family. The City and the region are experiencing rapid population growth and an increasing number of visitors. Fayetteville's population has increased from approximately 20,000 in 1960 to 73,580 according to the 2010 census. The city is the third most populous in Arkansas and currently encompasses 35,454 acres (55.39 square miles).

The 2010 census found that there were 73,580 people, 30,726 households and 7,076 families with children residing within the city. The 2010 census numbers reflect increases from the 2000 census. They show a 21% increase in the number of people, 23% increase in households and a 8% increase in the number of families with children. There are 36,188 housing units; this is an increase in housing units of 30% between the 2000 census and the 2010 census. The racial makeup of the city is 83.8% White, 6% African American, 1.1% American Indian/Alaska Native, 3.1% Asian, 0.2% Native Hawaiian/Pacific Islander, 2.8% Other, 3% Identified by two or more races. The 2010 census showed that 6.4% of the community was Hispanic or Latino.

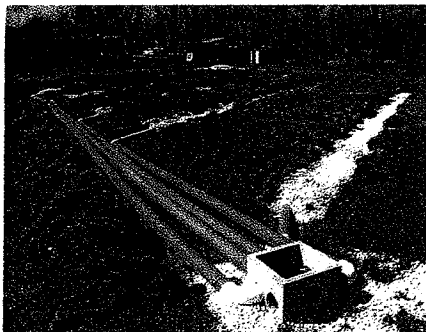
The age distribution in the City was 18.5% under the age of 18, 26.1% from 18 to 24, 34.6% from 25 to 49, 12.8% from 50 to 64, and 8% were 65 years of age or older. The 2010 census did not update the median income information therefore the following is utilizing information from the 2010 American Community Survey 1-Year Estimates. The median income for a household in the city is \$32,908, and the median income for a family was \$52,158. The per capita income for the city was \$22,501. 28.6% of the population and 14.4% of families were below the poverty line.

2013 Action Plan Housing & Community Development Needs

HOUSING & COMMUNITY DEVELOPMENT NEEDS

HOUSING

The City of Fayetteville is committed to the development of programs which address the need for housing for Low and Moderate Income (LMI) persons and families. In response to priority needs revealed during the development of the City's five year Consolidated Plan in 2011, the City has focused on developing community partnerships with local entities with expertise in specialized housing activities. This cooperation will further the attainable housing effort in the City of Fayetteville. Attainable housing continues to be a topic of great concern for this division. The cost of the median mortgage payment in the City of Fayetteville remains the highest in Northwest Arkansas at \$916, an increase of 45 percent. It is the highest median mortgage payment of any city in Northwest Arkansas and 24 percent higher than the state median of \$737.



A qualified homeowner had a septic system that failed (see above photos) The homeowner received housing rehabilitation with Community Development Block Grant funds. The rehabilitation project consisted of demolishing the existing septic system and installing a new one (see pictures left and right).

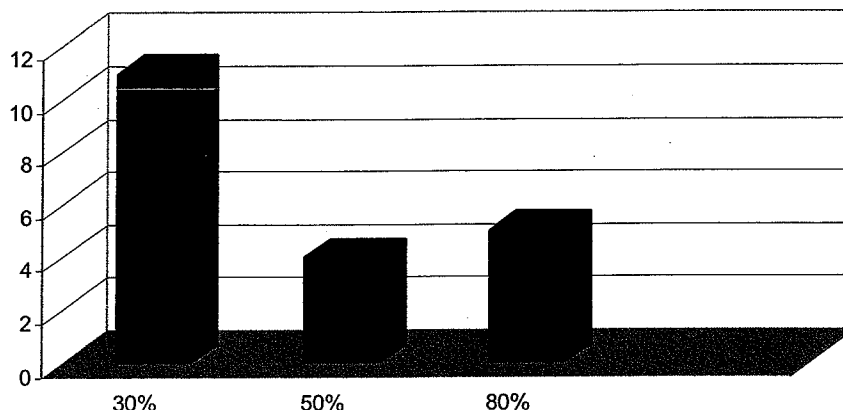


REHABILITATION

The City of Fayetteville has been helping homeowners with rehabilitation of their homes for approximately 33 years. The funding has allowed homeowners to stay in their homes and the improvements to their homes have acted as a catalyst for other, high quality renovations and new construction of housing in the project area. The majority of recipients have been very low income and/or elderly households. These owners have little or no funds available to repay a loan and typically have the greatest amount of deferred maintenance. The chart on the following page reflects the income levels of the 20 program participants from January 2012 - September 2012.

2013 Action Plan Housing & Community Development Needs

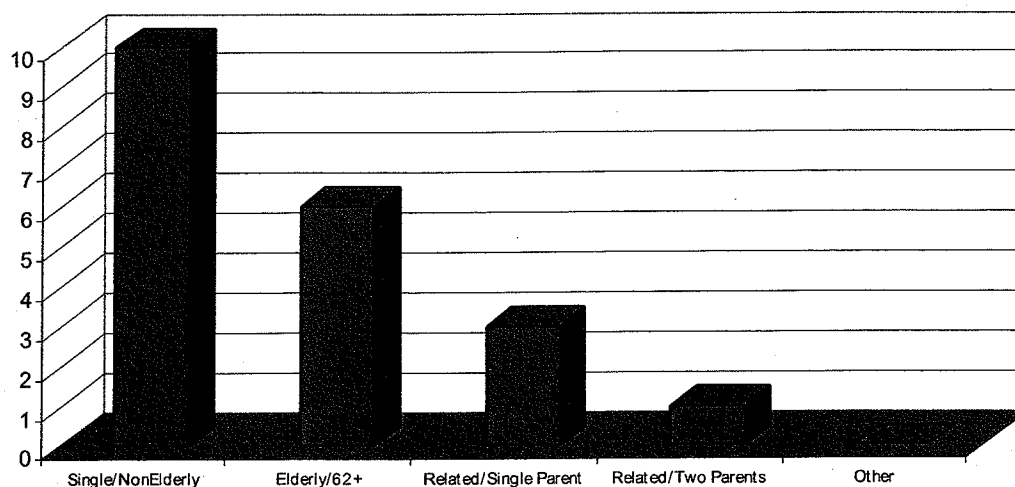
Housing Projects Completed | Income Limits



According to the U.S. Census Bureau approximately 7,722 homes were built prior to 1978 in the City of Fayetteville. Any rehabilitation activities of more than \$5,000 on homes constructed prior to 1978 will have Lead-Based Paint (LBP) testing done and actions taken to remove any identified hazards. Lead-based paint hazards consist of any condition that causes exposure to lead. To date in 2012, the program identified 1 home in the housing rehabilitation program with LBP concerns and the identified concerns were abated. Anytime that homes are identified as having LBP issues those hazards are corrected.

The 2010 Census reported 5,752 residents over the age of 65 in the City of Fayetteville. Homeowners in this age group are generally on a fixed income and often cannot afford to make any repairs on their homes or address making their homes energy efficient. The housing rehab program addresses both Lead-Based Paint issues and making the home energy efficient which can allow the homeowners to remain in the home longer than expected. The races of the households are 15 (75%) White and 5 (25%) African American. Two (10%) were Hispanic. The following charts reflect the statistics on the participants that have been assisted in the first nine months of 2012. We have provided rehabilitation to 20 homes from January - September 2012.

Housing Projects Completed | Head of Household



Housing Projects Completed | Sex of Household



PUBLIC SERVICES

Utilization of CDBG funds for the provision of public services, which serve LMI groups, has been and continues to be a focus of the Community Development Program. The Transportation Program has two components and provides assistance to LMI, disabled and/or elderly members of our community. The Transit Program provides qualifying LMI residents with bus passes through a partnership with Ozark Regional Transit to supplement their ability to get to appointments, jobs, etc. The Taxi Program provides supplemental transportation for elderly and/or disabled residents of Fayetteville in hopes of allowing them greater self-sufficiency. The Public Services component also includes the CDBG Subrecipient Grant Program which allows local nonprofits to apply for funding through a competitive grant application process.

PUBLIC FACILITIES

CDBG has historically supported Community Services Public Facilities projects in Fayetteville. CDBG dollars have assisted with construction, renovation and development of facilities for local non-profit organizations such as Life Styles, LifeSource International, NWA Free Health Center and the Yvonne Richardson Community Center

2013 Action Plan Housing & Community Development Needs

REDEVELOPMENT

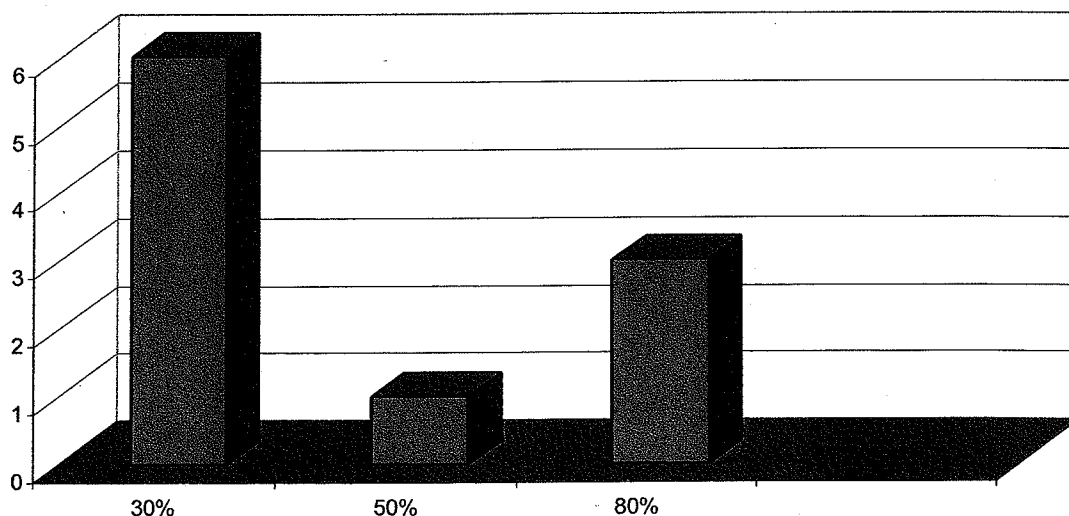
In 1992, a neighborhood within a low-to-moderate-income area of Fayetteville was designated as the Target Area. Prior to the creation of the program, Code Compliance efforts were placing an additional economic strain on the low- and moderate-income homeowners in the Target Area who are physically or financially unable to correct code violations. Thus, in 2004, the Redevelopment Program was established for the Target Area to assist in cleaning and revitalizing the deteriorating neighborhood.

According to the 2010 American Community Survey 1-Year Estimates, 15.4% of the population makes less than \$10,000; 9.1% make \$10,000 to \$14,999; 17.4% make \$15,000 to \$24,999; 11.2% make \$25,000 to \$34,999; 11% make \$35,000 to \$49,999; 13.4% make \$50,000 to \$74,999; 8% make \$75,000 to \$99,999; 8.6% make \$100,000 to \$149,999; 3.4% make \$150,000 to \$199,999 and 2.4% make \$200,000 or more. The Target Area is located in southeast Fayetteville which continues to be comprised of mainly low- and moderate-income residents.

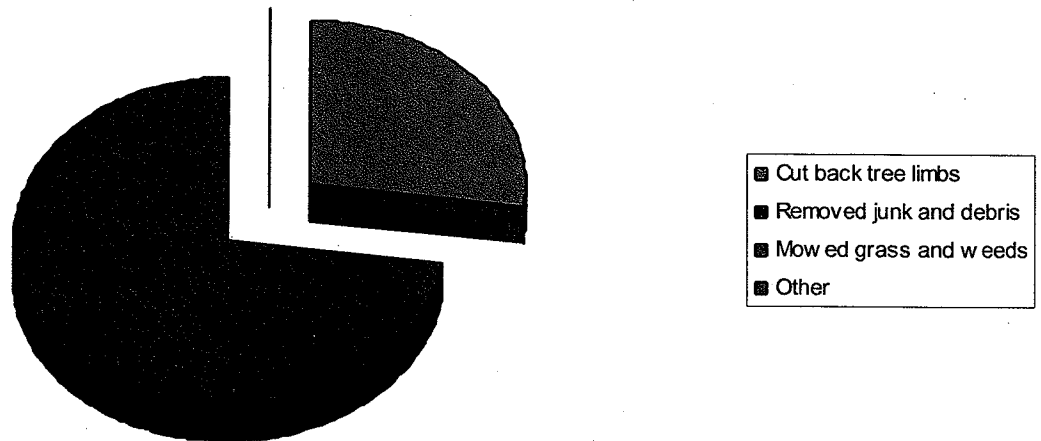
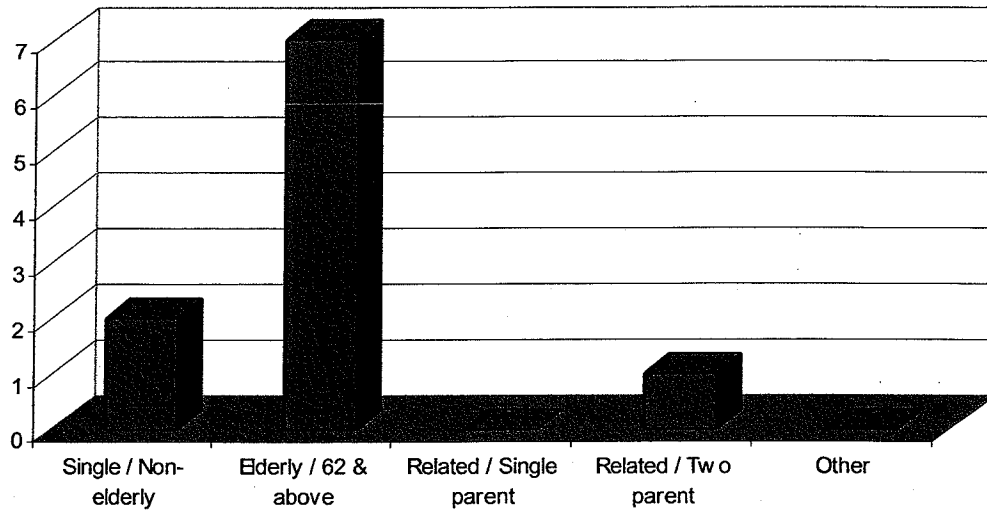
With a high percentage making less than \$25,000 a year, it is evident that residents will often not have the resources to correct code violations on their property. Currently there are 34 active cases in the Target Area. The Redevelopment Program assists residents with correcting code violations without creating additional economic strain.

From January 2012 - September 2012, we have successfully assisted 10 households. The following charts provide statistics on the participants that were assisted.

Redevelopment Projects Completed | Income Limits



Redevelopment Projects Completed | Head of Household



Redevelopment Projects Completed | Work Performed

In addition to identifying code violations in the Target Area, the Redevelopment Officer seeks opportunities to educate residents and local organizations in the Target Area on city ordinances and the Redevelopment Program. The goal of education is not just to educate the public but also to develop and maintain relationships.

2013 Action Plan Available Resources & Public Access | Participation

AVAILABLE RESOURCES

FEDERAL | STATE The City of Fayetteville is an entitlement community and therefore receives a formula grant through the Department of Housing and Urban Development Community Development Block Grant Program. Private non-profit organizations in Fayetteville are funded through competitive state and federal allocations, the local United Way campaign, private foundation grants, other special competitive grants and private donations including fund-raising activities. The City anticipates the CDBG formula allocation in 2013 will be approximately \$540,787.

MUNICIPAL GOVERNMENT The City's Street Division has estimated \$186,384 for street overlay and repair of streets located in the designated Community Development Target Area.

PUBLIC ACCESS & PARTICIPATION

CDBG Activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff and special purpose committees; input from community stakeholders and resource holders is sought and integrated into designating action priorities.

One formal public hearing was held to present and discuss proposed CDBG activities for fiscal year 2013. Community Development staff were active in the presentation of program information.

In addition, a quarterly Community Services outreach publication serves to inform the community of current and future program projects and activities. Program literature in Spanish is also available in the office and at locations in the community. Staff is active in the Northwest Arkansas Housing Coalition and with the NWA Livability Partners.

In accordance with Fayetteville's Citizen Participation Plan, the 2013 Consolidated Action Plan was made available for a 30 day citizen review period.

2013 Action Plan Analysis of Impediments to Further Fair Housing & Section 3 Compliance

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

The *Analysis of Impediments to Fair Housing* (AI) was completed in November 2010. CDBG Program regulations require recipient jurisdictions to "affirmatively further fair housing" as required by Section 808 of the Fair Housing Act.

The AI is part of the Community Services effort to affirmatively further fair housing choice by identifying impediments to fair housing which presently exist in the community, and to develop strategies and actions designed to reduce or eliminate the identified impediments. Further, the AI will foster the collaboration of stakeholders and resource providers in the public, non-profit and private sectors; thereby promoting relationship-building and consensus on fair housing issues. The AI process helps describe a clearer picture of housing conditions for LMI households in Fayetteville and aids in defining current and future housing directions.

The current AI identified four areas of action:

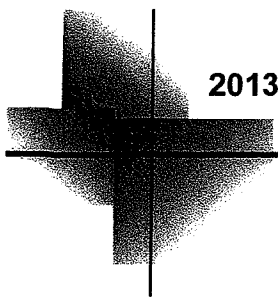
- Consider initiating a Fair Housing Committee within the Arkansas Community Development Association.
- Increase knowledge and understanding of fair housing and affirmatively furthering fair housing through utilization of education programs and materials provided by the Arkansas Fair Housing Commission (AFHC).
- Encourage AFHC to establish baseline and actual level and types of discrimination occurring in the community through audit testing activities.
- Continue to support and make referrals to local organizations that provide approved homebuyer education programs.

The Community Services CDBG administration program has responsibility for the efforts to affirmatively further fair housing. Community Services has established a Fair Housing Evaluation Committee that meets quarterly to monitor progress on fair housing goals.

SECTION 3

A condition of receiving HUD Community Planning and Development assistance is compliance with the requirements of Section 3. The Section 3 regulation is a directive for providing preference to low- and very low-income residents and businesses that substantially employ these persons for new employment, training and contracting opportunities resulting from HUD-funded projects that trigger Section 3.

The City of Fayetteville stays current on the Section 3 requirements and annually submits a Section 3 compliance report to HUD.



2013 Action Plan One-Year Action Plan

ONE-YEAR ACTION PLAN 2013

SUMMARY | USE OF FUNDS

The One-Year Action Plan for the 2013 program year illustrates the various programs, listings of projects and descriptions that will be implemented and funded under the CDBG federal program.

Comments regarding the 2013 Action Plan can be sent to:

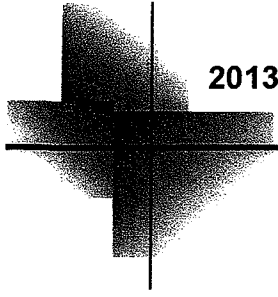
City of Fayetteville
Attention: Yolanda Fields
Community Services Division
113 W Mountain Street
Fayetteville AR 72701

Title I of the Housing and Community Development Act of 1974 (Public Law 93-383) created the CDBG Program. Re-authorized in 1990 as part of the Cranston-Gonzalez National Affordable Housing Act, local communities can use the resources of the CDBG Program to develop flexible, locally designed community development strategies to address the program's national objectives of:

1. Providing benefits to low and moderate income persons;
2. Eliminating slums and blight; and
3. Meeting an urgent community need.

Within the framework of these national objectives, the City of Fayetteville has also established the following local community development objectives:

1. Housing and neighborhood preservation;
2. Economic development through job enhancement;
3. Public facilities and improvements limited to the support of objectives 1 and 2;
4. Elimination of blight and blighting elements limited to the support of objectives 1 and 2; and
5. Special programs offering significant community benefit and in direct support of objectives 1 and 2.



2013 Action Plan Administration | Housing | Redevelopment

ADMINISTRATION

Administration funds are used for the salary and benefits of the Community Services Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities. CDBG funds allocated - \$107,245. Location: Development Services Building, 125 West Mountain Street, Fayetteville, Arkansas 72701.

HOUSING SERVICES

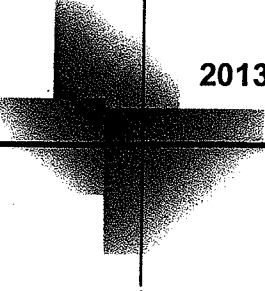
This allocation provides forgivable loans to low and moderate income persons for rehabilitation of owner-occupied housing. The rehabilitation services are offered up to \$25,000.

The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices and/or replace principal fixtures and components. CDBG funds allocated - \$305,701 which includes salary and program delivery costs for management and oversight of all housing programs. Twenty households to be served.

Location: Citywide, when there is a waiting list applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in home and homes located in the Target Area.

REDEVELOPMENT PROGRAM

Program activities conducted in the Target Area include code compliance, clearance and demolition, and land acquisition for attainable housing. Eleven households to be served. CDBG funds allocated - \$41,043. Location: The identified Target Area in southeast Fayetteville.



2013 Action Plan Public Services

SUBRECIPIENT GRANT PROGRAM - Public Services

Big Brothers Big Sisters of Northwest Arkansas | \$5,000

Target Fayetteville Mentoring Program A portion of the costs associated with the provision of mentoring at-risk youth living in the CDBG Target Area. In addition to poverty, one or more of the following risk factors will also be present for the children enrolled in this program: single parent or other guardianship, incarcerated parent and/or poor school performance.

CASA of Northwest Arkansas | \$10,000

One Child, One Advocate A portion of the costs associated with the provision of court advocacy services to abused children. Advocacy includes home visits and ensuring that the child is safe and receiving the appropriate medical, psychological, educational and other services.

LifeSource International | \$20,000

Kid's Life Summer Camp A portion of the costs associated with implementing the eight week day camp for at-risk youth. Emphasis is placed on education, health and nutrition and physical activity.

Peace at Home Family Shelter | \$10,000

Self Sufficiency Plans: The Key for Domestic Violence Survivors' Housing Success A portion of the costs associated with assisting domestic violence victims obtain violence free housing through the utilization of client developed self sufficiency plans.

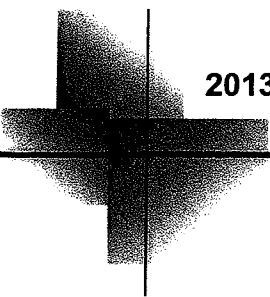
Salvation Army | \$5,000

Fayetteville Emergency Shelter Staff Costs A portion of the Emergency Shelter staff costs providing safe shelter and support services to Fayetteville's homeless population.

Transportation Program | \$6,000

Taxi Program Supplemental transportation for disabled and/or elderly residents to assist in creating greater self-sufficiency for program participants.

Transit Program Supplemental transportation assistance for qualifying low- and moderate-income residents.



2013 Action Plan Public Facilities

SUBRECIPIENT GRANT PROGRAM - Public Facilities

LifeSource International | \$27,000

Warehouse Garage Door, Bathroom Baby Changing Stations, Flooring and Wall Structure Replacement

LifeSource provides a food pantry, clothing closet, children's programming, senior life programming, counseling and community meal outreach. Funds will allow them to do updates to the facility including a new warehouse garage door used to unload food, supplies, clothing and other donations; install baby changing stations, replace a "false" wall with a permanent wall and replace old/damaged flooring.

Yvonne Richardson Community Center | \$3,798

2013 Window and Storage Additions The Yvonne Richardson Community Center will use funding to add interior windows to the facility that will provide staff with increased visibility in previously hard to view areas of the facility. It will also provide storage lockers to provide a safe space for patrons to store personal items while using the center.

MONITORING

COMMUNITY DEVELOPMENT PROGRAMS will be monitored by the Community Development Division, State HUD staff and external auditors to ensure long-term compliance with federal, state and local regulations and statutes. Goals and objectives outlined in the Consolidated Plan will be reviewed periodically by the Community Development staff to ensure compliance to the plan.

HOUSING PROGRAMS will be monitored by the CDBG Housing Program staff and State HUD staff. When needed the City of Fayetteville Building Safety Division will provide monitoring for compliance to building ordinances. All building ordinances must be met prior to final payment on all housing rehabilitation projects. Follow-up visits will be made to all housing rehabilitation project sites.

PUBLIC SERVICE ACTIVITIES will be monitored by Community Services staff. Subrecipient agreements will be required for all public service activities. Monitoring includes assessment of program performance, financial performance and regulatory compliance. Subrecipient agreements will require documentation of activities and results. The subrecipient agreement will outline procedures to be followed in case a non-compliance situation may occur.

REDEVELOPMENT PROGRAMS will be monitored by Community Services staff, State HUD staff and external auditors. Code compliance issues are administered according to city ordinances and policy/procedures guidelines. Land acquired will be utilized for attainable housing in the Target Area. Program efforts will serve to advance the revitalization of the Target Area.

LEAD BASED PAINT hazard reduction will be monitored by CDBG Housing Program staff. Rehabilitation projects are evaluated and tested for lead-based paint hazards in accordance with the City of Fayetteville lead-based paint policy. The policy has been established based on current federal regulation for lead-based paint. This policy will be reviewed on an annual basis by CDBG staff.

GRANTEE MONITORING Division staff continue to take all necessary steps to ensure compliance with program requirements. All activities are looked at on an individual basis to determine what regulations are applicable and how they should be met. Division staff receive on-going training to develop the knowledge and skills to operate and comply with program requirements.

City of Fayetteville Staff Review Form

A. 9
McClelland Consulting Engineers
Page 1 of 38

City Council Agenda Items
and
Contracts, Leases or Agreements

2/19/2013

City Council Meeting Date
Agenda Items Only

Chris Brown

Submitted By

Engineering

Division

Development Services

Department

Action Required:

A resolution approving an Agreement with McClelland Consulting Engineers for professional services for the rehabilitation of the historic Maple Street Bridge and Lafayette Street Bridge in the amount of \$279,071.90. This also recognizes federal grant revenue in the amount of \$223,257.00

045.55 CB

223,257.00 Federal grant revenue

223,257.00 Professional Services

56,000 2009 Transportation Bonds

Cost of this request

4470.0947.4309.00

4470.9470.5314.00

4520.9540.5314.00

Account Number

06035.1101

Project Number

\$ 289,623.00

Category / Project Budget

\$ -

\$ -

Funds Used to Date

\$ -

\$ -

\$ 289,623.00

Remaining Balance

Historic Lafayette & Maple Bridges

Program Category / Project Name

Street Improvements

Program / Project Category Name

09 Transportation Bonds & Federal Gr

Fund Name

Budgeted Item

☐

Budget Adjustment Attached

☒

Department Director

02-05-2013

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

2-5-13

Date

Finance and Internal Services Director

2-5-2013

Date

Received in City
Clerk's Office

Chief of Staff

2-5-13

Date

Received in
Mayor's Office

Mayor

2/5/13

Date

Comments:

CITY COUNCIL AGENDA MEMO

Council Meeting of February 19, 2013

To: Mayor and City Council

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

From: Chris Brown, City Engineer *CB*

Date: February 4, 2013

Subject: **A Resolution approving an Agreement with McClelland Consulting Engineers, Inc. for professional services for the rehabilitation of the historic Maple Street Bridge and Lafayette Street Bridge in the amount of \$279,045.55 and approve a Budget Adjustment.**

BACKGROUND:

This project is located in downtown Fayetteville near the University campus on Maple Street and on Lafayette Street over a single track of the Arkansas & Missouri Railroad. The concrete bridges were built in 1936 & 1938 with approximate lengths of 83' & 120', are listed on the National Register of Historic Places and will require special rehabilitation work to retain this designation. It is the intent of the City to preserve and enhance the historic attributes and life of both bridges in a cost effective way. The historic integrity of the bridges must be maintained throughout the rehabilitation construction process.

On February 16, 2011 in response to a letter from the City requesting federal funding for the Maple and Lafayette Street historic bridges, the City received a letter from the Arkansas State Highway and Transportation Department advising that the subject bridges qualify for funding from the Federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) to restore both bridges. The HBRRP utilizes 80% Federal-aid and 20% local matching funds with a limitation of \$1 million in Federal-aid available per project. In subsequent correspondence, the AHTD also confirmed that the two bridges may be combined into a single project for purposes of the program. The total estimate for rehabilitation of the two bridges (including deck replacement of the Maple Street bridge) is approximately \$1.4 million.

A request for Letters Of Interest was advertised on April 20, 2012 and the City received two valid responses on May 16th. On May 25th, a Selection Committee containing City Staff and one City Council Member convened and voted to request proposals from both firms. RFQ's were sent to both firms on July 3rd with a due date of July 27th.

On July 30, 2012, a selection committee consisting of City staff and Alderman Bobby Ferrell selected McClelland Consulting Engineers (MCE) of Fayetteville to provide these services, along with their bridge subconsultants Horner and Shifrin of St. Louis. Since that time, the City has been working with the AHTD and MCE to develop a contract acceptable to all parties.

PROPOSAL:

MCE has provided a proposed scope and fee in the amount of \$279,045.55. This contract will be paid based on hourly rates for work completed, up to the total contract amount. This contract has been reviewed and approved by the AHTD, and is ready for review and approval by the City Council.

This design project will provide for the rehabilitation of two historic bridges including repairing/replacing the retaining wall near the Lafayette Bridge only, repair/replace bridge railings, period lighting, deck surfacing, expansion joints, abutment bearings, deck drains, concrete fascia beams, concrete abutment backwalls, concrete sidewalk, and approach pavement. Storm drainage systems, relocated utility facilities, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary.

This design agreement has allotted 9 (nine) months for completion, however, this time frame may be extended depending upon the review workload of the Arkansas State Highway and Transportation Department (AHTD). The consultant will prepare and submit final plans and specifications to the City which will be used by AHTD to advertise a separate construction project which will be administered solely by the AHTD.

RECOMMENDATION:

Staff recommends City Council approval of the contract with McClelland Consulting Engineers, Inc. for providing the professional design services for the rehabilitation of the historic Maple Street Bridge and Lafayette Street Bridge.

BUDGET IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% of the contract amount and the City will pay 20%. These services will be funded either through the Transportation Bond Program or the CIP Program in an existing project set up for bridge cost sharing. The cost of these services will not exceed \$279,045.55, with the City's share being 20% or \$55,809.11.

RESOLUTION NO. _____

A RESOLUTION APPROVING A PROFESSIONAL ENGINEERING DESIGN SERVICES AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS IN THE AMOUNT OF \$279,045.55 FOR THE REHABILITATION OF THE HISTORIC MAPLE STREET AND LAFAYETTE STREET BRIDGES, AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING FEDERAL GRANT REVENUE IN THE AMOUNT OF \$223,257.00

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 professional engineering design services agreement with McClelland Consulting Engineers in the amount of \$279,045.55 for the rehabilitation of the historic Maple Street and Lafayette Street bridges.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution as Exhibit "A", recognizing federal grant revenue in the amount of \$223,257.00.

PASSED and APPROVED this 19th day of February, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

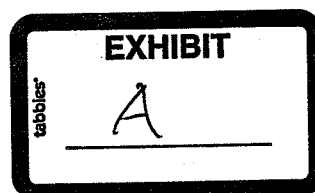
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

A. 9 V12.0724
McClelland Consulting Engineers

Budget Year 2013	Division: Engineering Department: Development Services	Request Date 2/4/2013	Page 5 of 38 Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION	
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This budget adjustment is to recognize the federal grant revenue of \$223,257.00 due from AHTD for the design phase of the Historic Lafayette and Maple Bridges. There is also transfer from the Crossover project to the Historic Bridges project which represents the City portion of the project expense (\$56,000.00).

[illegible][illegible]

Project Request Form

Request for Additional Subprojects

Project Number : 06035
Project Title : Transportation Bond Street Improvements

Sub Project Request:

Sub Project Number : 1101
Sub Project Title : Lafayette & Maple Bridges
Sub Project Status : Active
Sub Project Manager : Chris Brown
Grant (Y/N) : Yes

GL Accounts Assigned:	4470.0947.4309.00	Federal Grants - Capital
	4470.9470.5314.00	Professional Services
	4520.9540.5314.00	Professional Services

Sub Project Request:

Sub Project Number :
Sub Project Title :
Sub Project Status :
Sub Project Manager :
Grant (Y/N) :

GL Accounts Assigned:		

Sub Project Request:

Sub Project Number :
Sub Project Title :
Sub Project Status :
Sub Project Manager :
Grant (Y/N) :

GL Accounts Assigned:		

J:\EXCEL\Historic Bridges\[Historic Bridges add accounts.xls]Additional Subprojects

Peggy Bell 2/4/2013
Requested By

Entered By

AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 040618
FEDERAL AID PROJECT ("FAP") NO. BRN-9142(29)
Maple St. & Lafayette St. Bridge Rehab.
(Fayetteville)(S)
Washington County

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, 2013, by and between The City of Fayetteville, Arkansas("Owner"),and McClelland Consulting Engineers, Inc. ("Consultant"), a corporation existing under the laws of the State of Arkansas, with principal offices at 1810 North College Avenue, Fayetteville, Arkansas 72703 and 900 West Markham, Little Rock, Arkansas 72203.

WITNESSETH:

WHEREAS, the City of Fayetteville is planning to rehabilitate the historic Maple Street Bridge (Bridge Number 01940) and Lafayette Street Bridge (Bridge Number 01941), including related approach work in Fayetteville, Arkansas, and requires the professional services from McClelland Consulting Engineers, Inc. to perform a geotechnical evaluation, topographic survey, design, construction administration, and construction observation, and,

WHEREAS, the City of Fayetteville's forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, McClelland Consulting Engineers, Inc.'s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the City of Fayetteville to obtain the assistance of McClelland Consulting Engineers, Inc.'s organization in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. "McClelland Consulting Engineers, Inc.'s Representative" shall be Daniel Barnes, P.E., until written notice is provided to the City of Fayetteville designating a new representative.
- 1.2. "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is \$279,045.55
- 1.3. The Contract Ceiling Price is the maximum aggregate amount of all payments that the City of Fayetteville may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the City of Fayetteville under this Agreement exceed the Contract Ceiling Price. McClelland Consulting Engineers, Inc. shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the City of Fayetteville, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price. McClelland Consulting Engineers, Inc. additionally agrees that half cell potential tests, bridge deck replacement

design, and analysis of existing structures for bridge deck replacement will not be performed unless authorized by the City of Fayetteville.

- 1.4. "Contract Price" is aggregate amount of allowable costs and fees to be paid by the City of Fayetteville under this Agreement.
- 1.5. "Default" means the failure of McClelland Consulting Engineers, Inc. to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*
- 1.6. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.7. "DOT" means the United States Department of Transportation.
- 1.8. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.9. "Fee" whether fixed or otherwise is a dollar amount that includes McClelland Consulting Engineers, Inc.'s profit on the job.
- 1.10. "FHWA" means the Federal Highway Administration.
- 1.11. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for McClelland Consulting Engineers, Inc. under this Agreement shall be 184.34 percent. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.12. "Title I Services" are those services provided by McClelland Consulting Engineers, Inc. before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.13. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is \$250,044.26. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the City of Fayetteville may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the City of Fayetteville related to Title I Services exceed the Title I Services Ceiling Price. McClelland Consulting Engineers, Inc. shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the City of Fayetteville, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.14. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is 3.18.
- 1.15. "Title II Services" are those services provided by McClelland Consulting Engineers, Inc. after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.16. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement is \$29,001.29. The Title II Services Ceiling price is the maximum aggregate amount of

all payments that the City of Fayetteville may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the City of Fayetteville related to Title II Services exceed the Title II Services Ceiling Price. McClelland Consulting Engineers, Inc. shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the City of Fayetteville, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. McClelland Consulting Engineers, Inc. is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the City of Fayetteville will reimburse McClelland Consulting Engineers, Inc. for allowable direct and indirect costs, as defined herein, and pay McClelland Consulting Engineers, Inc. a fixed fee. If Title II services are to be performed, the City of Fayetteville will reimburse McClelland Consulting Engineers, Inc. for allowable direct costs and also pay McClelland Consulting Engineers, Inc. an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay McClelland Consulting Engineers, Inc.. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and McClelland Consulting Engineers, Inc. shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. Allowable costs.

- 3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—
- 3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, McClelland Consulting Engineers, Inc. has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;
- 3.1.1.2. When McClelland Consulting Engineers, Inc. is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—
- Materials issued from McClelland Consulting Engineers, Inc.'s inventory and placed in the production process for use in its performance under this Agreement;
 - Direct labor;

- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by McClelland Consulting Engineers, Inc. for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to McClelland Consulting Engineers, Inc.'s subcontractors under similar cost standards.

3.1.2. McClelland Consulting Engineers, Inc.'s contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that McClelland Consulting Engineers, Inc. pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until McClelland Consulting Engineers, Inc. actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until McClelland Consulting Engineers, Inc. actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at McClelland Consulting Engineers, Inc.'s expense or at no cost to the City of Fayetteville shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by McClelland Consulting Engineers, Inc.:

3.2.1.1. SCHEDULE OF SALARY RANGES

<u>Labor Classification</u>	<u>Labor Rate Range</u>
Principal Engineer	\$41.27 - \$50.50
Project Engineer	\$25.84 - \$41.40
Engineering Technician	\$16.50 - \$30.00
Construction Observer	\$15.00 - \$31.25
Chief Draftsman	\$22.00 - \$25.00
Draftsman	\$15.38 - \$19.00
Survey Technician	\$17.00 - \$27.00
Registered Land Surveyor	\$21.50 - \$32.00
Field Survey (1-man or Rodman)	\$16.50 - \$24.00
Survey (2- man or Robotic) Crew	\$17.00 - \$27.00
Geotech Engineer	\$26.66 - \$41.40
Soils Lab Supervisor	\$16.25 - \$21.50
Soils Lab Technician	\$12.90 - \$15.25
Office Administration	\$14.50 - \$19.50
Clerical	\$10.50 - \$20.00

3.2.1.2. The City of Fayetteville shall reimburse McClelland Consulting Engineers, Inc. for overtime costs only when the overtime has been authorized in writing by the City of Fayetteville. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, McClelland Consulting Engineers, Inc. must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by McClelland Consulting Engineers, Inc. shall also be reimbursed by the City of Fayetteville at the Indirect Cost Rate. The Indirect Cost Rate of McClelland Consulting Engineers, Inc. for this Agreement shall be the rate as set forth in subsection 1.11. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as McClelland Consulting Engineers, Inc., and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, McClelland Consulting Engineers, Inc. shall, upon request, submit to the City of Fayetteville, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of McClelland Consulting Engineers, Inc. demonstrates that McClelland Consulting Engineers, Inc. has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.

3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the City of Fayetteville may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current

fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.

- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid McClelland Consulting Engineers, Inc. prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the City of Fayetteville shall pay to McClelland Consulting Engineers, Inc. a fixed fee of \$7,844.18 for Title I Services. For Title II Services, if applicable, the City of Fayetteville shall reimburse McClelland Consulting Engineers, Inc. for allowable direct costs and also pay to McClelland Consulting Engineers, Inc. an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. Not more often than once per month, McClelland Consulting Engineers, Inc. shall submit to the City of Fayetteville, in such form and detail as the City of Fayetteville may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the City of Fayetteville.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by McClelland Consulting Engineers, Inc. under this Agreement which meets the standards of quality established under this Agreement. McClelland Consulting Engineers, Inc. shall submit with the estimates any supporting data required by the City of Fayetteville. At a minimum, the supporting data shall include a progress report in the form and number required by the City of Fayetteville.
- 3.5.3. Upon approval of the estimate by the City of Fayetteville, payment upon properly executed vouchers shall be made to McClelland Consulting Engineers, Inc., as soon as practicable, of 100 percent of the allowed costs, and of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the City of Fayetteville in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.
- 3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, McClelland Consulting Engineers, Inc. shall execute and deliver to the City of Fayetteville a release of all claims which are known or reasonably could have been known to exist against the City of Fayetteville arising under or by virtue of this Agreement, other than any claims that are specifically excepted by McClelland

Consulting Engineers, Inc. from the operation of the release in amounts stated in the release.

- 3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.
- 3.7. *Final payment.*
- 3.7.1. McClelland Consulting Engineers, Inc. shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the City of Fayetteville may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon McClelland Consulting Engineers, Inc.'s compliance with all terms of this Agreement, the City of Fayetteville shall promptly pay any balance of allowable costs and any retainage owed to McClelland Consulting Engineers, Inc.. After the release of said retainage McClelland Consulting Engineers, Inc. agrees that it will continue to provide consultation services to the City of Fayetteville as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.
- 3.7.2. McClelland Consulting Engineers, Inc. shall pay to the City of Fayetteville any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by McClelland Consulting Engineers, Inc. or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which McClelland Consulting Engineers, Inc. has been reimbursed by the City of Fayetteville. Reasonable expenses incurred by McClelland Consulting Engineers, Inc. for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the City of Fayetteville. Before final payment under this Agreement, McClelland Consulting Engineers, Inc. and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—
- An assignment to the City of Fayetteville, in form and substance satisfactory to the City of Fayetteville, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which McClelland Consulting Engineers, Inc. has been reimbursed by the City of Fayetteville under this Agreement; and,
 - A release discharging the City of Fayetteville, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.
- 3.8. *City of Fayetteville's Right to Withhold Payment.* The City of Fayetteville may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of McClelland Consulting Engineers, Inc. and made against the City of Fayetteville; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) McClelland Consulting Engineers, Inc.'s default or unsatisfactory performance of services. The withholding of payment under

this provision shall in no way relieve McClelland Consulting Engineers, Inc. of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the City of Fayetteville may at any time issue to McClelland Consulting Engineers, Inc. a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the City of Fayetteville's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the City of Fayetteville may offset, or McClelland Consulting Engineers, Inc. shall repay to City of Fayetteville, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* McClelland Consulting Engineers, Inc. shall maintain, and the City of Fayetteville, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of McClelland Consulting Engineers, Inc.'s offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If McClelland Consulting Engineers, Inc. has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the City of Fayetteville, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of McClelland Consulting Engineers, Inc.'s records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;

- Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 5.4. *Audit.* The City of Fayetteville, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of McClelland Consulting Engineers, Inc.'s records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If McClelland Consulting Engineers, Inc. is required to furnish cost, funding, or performance reports, the City of Fayetteville, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of McClelland Consulting Engineers, Inc.'s policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* McClelland Consulting Engineers, Inc. shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. McClelland Consulting Engineers, Inc. shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.
- 5.8. *Freedom of Information Act.* City of Fayetteville contracts and documents prepared while performing City of Fayetteville 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, McClelland Consulting Engineers, Inc. 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.

6. DESCRIPTION OF THE PROJECT

- 6.1. The City of Fayetteville is planning to rehabilitate the historic Maple Street Bridge and Lafayette Street Bridge, including related approach work, and requires the professional services from McClelland Consulting Engineers, Inc. to perform a geotechnical evaluation, survey, environmental documentation, design, and engineering management services during construction.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY MCCLELLAND CONSULTING ENGINEERS, INC.

7.1. Survey

- Complete a detailed topographic, property, and utility survey as needed for design of the improvements as listed in Paragraph 6.1. Elevation control will be established using AHTD elevation procedures.

7.2. Geotechnical Investigation

- Drill two borings adjacent to the rotated retaining wall located in the eastern approach of the Lafayette Street Bridge.
- Obtain samples of the soil strata.
- Obtain core samples of the underlying rock strata.
- Perform laboratory tests for moisture content, classifications, unit weights, unconfined compression tests.
- Interpret and evaluate geotechnical data for retaining wall design/rehabilitation and the pavement structure.
- Perform two pavement cores on each bridge approach (8 total cores) to determine existing pavement section.
- Take six concrete samples (cores) from each bridge deck and perform 30 chloride tests.
- Perform chain drag testing on each bridge deck. The City of Fayetteville will be responsible for the removal of the asphalt on the bridge decks.
- Complete Half-Cell Potential Test (2 Each if chloride content warrants).

7.3. Environmental Documentation

- Environmental Data Collection - Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and environmental impacts area, including:
 1. Air Quality
 2. Noise Quality
 3. Hazardous Materials
 4. Wetlands and Stream Impacts
 5. Water Quality, including Public Drinking Supplies
 6. Farmland
 7. Land Use and Land Cover
 8. Terrestrial and Aquatic Communities
 9. Endangered Species
 10. Economic
 11. Community
 12. Relocations of Homes and Businesses
 13. Environmental Justice and Title VI
 14. Recreational Areas
 15. Archeological and Historic Sites
 16. Visual
 17. Section 4(f)
 18. Secondary and Cumulative Impacts
- Coordinate with relevant regulatory agencies as required (FEMA, USACOE, SHPO, ADEQ, USFWS and others) to resolve environmental issues and obtain permits.
- Environmental Constraints Map - All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas.

- Prepare environmental document, including cultural resources clearance from the State Historic Preservation Office. A Tier 3 Categorical Exclusion is likely the required documentation. Include location studies and Section 4(f) evaluations if necessary.
- Submit draft environmental document in electronic format for review by the City of Fayetteville and AHTD.
- Perform alterations necessary to respond to comments made in the City of Fayetteville's and AHTD's reviews.
- Submit final draft to the City of Fayetteville and AHTD for FHWA approval.
- Prepare designated number of copies of environmental document after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf form will be provided to the AHTD.

7.4. Design

- Prepare project design criteria and submit to AHTD for review before preliminary design work. AHTD Standard Specifications for Highway Construction will be used.
- Complete site visit for visual verification of previous bridge inspection.
- Develop an engineering design for the, roadway approach improvements and associated utility relocations, as needed. Submit design plans for review by the City of Fayetteville and AHTD at the 30%, 60%, and 90% stages. Submit an updated cost estimate with each design review, include costs for utilities, railroad permits, railroad personnel & equipment, etc at applicable.
 - Maple Street Bridge Design Scope
 - Complete approach design
 - Coordinate non city owned utility relocations
 - Design city owned utility relocations/extensions.
 - Lafayette Street Bridge Design Scope
 - Complete approach design
 - Coordinate non city owned utility relocations
 - Design city owned utility relocations/extensions
 - Replace or repair leaning wall at SW corner of approach using original plans to replicate existing wall – Take design from Horner and Shifrin, Inc and develop construction drawings,
- Prepare necessary exhibits, and attend all necessary public involvement meetings and public hearings (5 total).
- Coordinate design and construction with franchise utility companies' relocations to assure adequate space for all facilities and timely relocations.
- Coordinate with Railroad to obtain any permits necessary for the Contractor to perform the work.
- Prepare final construction plans and specifications for the roadway approach improvements. Plans will be completed in both Microstation and AutoCAD formats.
- Provide right of way acquisition documents and engineering services required for acquisition of rights of way and easements if needed.
- Provide a final set of signed and sealed roadway approach improvement drawings to AHTD Bridge Division for record purposes.
- When requested, clarify and technical issues that may arise from contractors preparing a bid, and provide written documentation to assist in issuing addenda, as needed.

8. INFORMATION TO BE PROVIDED BY THE CITY OF FAYETTEVILLE

- 8.1. The City of Fayetteville shall make available to McClelland Consulting Engineers, Inc. all technical data in the City of Fayetteville's possession, including laboratory tests, maps, surveys, borings, and other information required by McClelland Consulting Engineers, Inc. and relating to McClelland Consulting Engineers, Inc.'s work.

9. TITLE II SERVICES TO BE PROVIDED BY MCCLELLAND CONSULTING ENGINEERS, INC.

9.1. Survey Control

- McClelland Consulting Engineers, Inc. shall establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project for use by the Contractor and McClelland Consulting Engineers, Inc. in performing verification surveys of construction layout. McClelland Consulting Engineers, Inc. shall (1) make and record such measurements as are necessary to calculate and document quantities for pay items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by this agreement and to verify and confirm the accuracy of the Contractor's survey layout work. All survey work shall be performed under the supervision of a Surveyor registered in the State of Arkansas.

9.2. Engineering Management Services

- Review of shop drawings and submittals, as requested.
- Provide design related solutions to construction problems and issues that may arise during construction.
- Assist the City of Fayetteville in preparing for any litigation or other action that may arise as a result of the Project.
- McClelland Consulting Engineers, Inc. does not make any representation as to the legal sufficiency of contracts it helps to coordinate and the City of Fayetteville if solely responsible for determining that all contracts meet its legal requirements.
- Prepare the SWPPP documents and plans, and insure that all requirements of ADEQ and the City of Fayetteville are met.

10. COORDINATION WITH CITY OF FAYETTEVILLE

- 10.1. Throughout the Project, McClelland Consulting Engineers, Inc. shall hold **monthly** conferences, if needed, in Fayetteville, Arkansas, or such other location as designated by the City of Fayetteville, with representatives of the City of Fayetteville, the AHTD, and the FHWA so that as the Project progresses, McClelland Consulting Engineers, Inc. shall have full benefit of the City of Fayetteville's knowledge of existing needs and facilities and be consistent with the City of Fayetteville's current policies and practices. The extent and character of the work to be done by McClelland Consulting Engineers, Inc. shall be subject to the general oversight and approval of the City of Fayetteville.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the City of Fayetteville, the AHTD, and the FHWA at the project office of McClelland Consulting Engineers, Inc. located in

Fayetteville or Little Rock, Arkansas or at the regional offices of McClelland Consulting Engineers, Inc. located in N/A or McClelland Consulting Engineers, Inc.'s Arkansas office located at N/A.

12. ACCESS TO PROPERTY

- 12.1. McClelland Consulting Engineers, Inc.'s services to the City of Fayetteville may require entry upon private property. The City of Fayetteville will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by McClelland Consulting Engineers, Inc.. McClelland Consulting Engineers, Inc. will make reasonable attempts to notify resident landowners who are obvious and present when McClelland Consulting Engineers, Inc. is in the field. McClelland Consulting Engineers, Inc. is not expected to provide detailed contact with individual landowners. McClelland Consulting Engineers, Inc. is not expected to obtain entry by means other than the consent of the landowner. If McClelland Consulting Engineers, Inc. is denied entry to private property by the landowner, McClelland Consulting Engineers, Inc. will not enter the property. If denied entry to the property, McClelland Consulting Engineers, Inc. shall notify the City of Fayetteville and advise the City of Fayetteville of an alternate evaluation method if one is feasible. The City of Fayetteville shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

- 13.1. Meeting minutes, correspondence, bi-weekly project estimates, materials testing reports, environmental documents, design submittals and survey data files for the project. At the close of the project, the records will be assembled in accordance with current City of Fayetteville and AHTD policies and submitted to the City of Fayetteville and AHTD for review and approval.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, McClelland Consulting Engineers, Inc. may not subcontract any of the services to be provided herein without the express written approval of the City of Fayetteville. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the City of Fayetteville to any subcontract nor approval of McClelland Consulting Engineers, Inc.'s purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve McClelland Consulting Engineers, Inc. of any responsibility, obligation, or duty under this Agreement.
- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be

considered by the City of Fayetteville without the express written agreement of the City of Fayetteville.

14.5. *Prompt Payment.* McClelland Consulting Engineers, Inc. shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the City of Fayetteville to McClelland Consulting Engineers, Inc.. Any retainage payments held by McClelland Consulting Engineers, Inc. must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by McClelland Consulting Engineers, Inc.. If McClelland Consulting Engineers, Inc. fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the City of Fayetteville, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the City of Fayetteville, against reimbursements or payments otherwise due McClelland Consulting Engineers, Inc.;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to McClelland Consulting Engineers, Inc. until McClelland Consulting Engineers, Inc. ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. McClelland Consulting Engineers, Inc. shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF MCCLELLAND CONSULTING ENGINEERS, INC.

15.1. Notwithstanding any review, approval, acceptance, or payment by the City of Fayetteville, McClelland Consulting Engineers, Inc. shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by McClelland Consulting Engineers, Inc. under this Agreement. McClelland Consulting Engineers, Inc. shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

15.2. McClelland Consulting Engineers, Inc. shall demonstrate to the City of Fayetteville the presence and implementation of quality assurance in the performance of McClelland Consulting Engineers, Inc.'s work. McClelland Consulting Engineers, Inc. shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.

15.3. McClelland Consulting Engineers, Inc. further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.

15.4. The City of Fayetteville shall have the right at any time and in its sole discretion to submit for review all or any portion of McClelland Consulting Engineers, Inc.'s work to consulting engineers engaged by the City of Fayetteville for that purpose. McClelland Consulting Engineers, Inc. shall fully cooperate with any such review.

15.5. McClelland Consulting Engineers, Inc. and any subcontractor shall employ qualified and competent personnel to perform the work under this Agreement.

15.6. Neither the City of Fayetteville's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of

any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. McClelland Consulting Engineers, Inc. shall be and remain liable to the City of Fayetteville for all damages to the City of Fayetteville caused by McClelland Consulting Engineers, Inc.'s negligent performance of any of the services furnished under this Agreement.

- 15.7. The rights and remedies of the City of Fayetteville provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If McClelland Consulting Engineers, Inc. is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the City of Fayetteville by which the City of Fayetteville approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the City of Fayetteville or any provision concerning the conclusiveness thereof, McClelland Consulting Engineers, Inc. warrants that all services performed and work product under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.
- 16.3. If McClelland Consulting Engineers, Inc. is required to correct or re-perform, it shall be at no cost to the City of Fayetteville, and any services corrected or re-performed by McClelland Consulting Engineers, Inc. shall be subject to this Section to the same extent as work initially performed. If McClelland Consulting Engineers, Inc. fails or refuses to correct or re-perform, the City of Fayetteville may, by contract or otherwise, correct or replace with similar services and charge to McClelland Consulting Engineers, Inc. the cost occasioned to the City of Fayetteville thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the City of Fayetteville does not require correction or re-performance, the City of Fayetteville shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the City of Fayetteville may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of McClelland Consulting Engineers, Inc.'s Scope of Services, as defined herein, to be completed within a period of nine (9) months, unless extended or terminated by the City of Fayetteville in accordance with this Agreement.
- 17.2. McClelland Consulting Engineers, Inc. shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the City of Fayetteville's approval of the previous phase. McClelland Consulting Engineers, Inc. shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the City of Fayetteville to proceed with such services.]

- 17.3. It is further agreed that time is of the essence in performance of this Agreement. McClelland Consulting Engineers, Inc. shall complete the work, or each phase, as scheduled, and the City of Fayetteville shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The Project shall be completed as follows:

Topographic Survey	6 weeks from notice to proceed
Environmental Documentation	16 weeks from notice to proceed
Geotechnical Investigation	6 weeks from notice to proceed
Submit 30% Design for Review/Comment	13 weeks from notice to proceed
Submit 60% Design for Review/Comment	4 weeks from 30% approval
Submit 90% Design for Review/Comment	11 weeks from 60% approval
Submit 100% Design for Review/Approval	7 weeks from 90% approval

18. TERMINATION

- 18.1. The City of Fayetteville may terminate this Agreement in whole or, from time to time, in part, for the City of Fayetteville's convenience or because of the Default of McClelland Consulting Engineers, Inc..
- 18.2. The City of Fayetteville shall terminate this Agreement by delivering to McClelland Consulting Engineers, Inc. written notice of the termination.
- 18.3. Upon receipt of the notice, McClelland Consulting Engineers, Inc. shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the City of Fayetteville all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.
 - In the sole discretion and option of the City of Fayetteville, and if and only if requested to do so, assign to the City of Fayetteville all right, title, and interest of McClelland Consulting Engineers, Inc. under the subcontracts terminated, in which case the City of Fayetteville shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the City of Fayetteville may possess against McClelland Consulting Engineers, Inc..
 - With approval or ratification by the City of Fayetteville, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the City of Fayetteville may direct, for the protection and preservation of the property related to this Agreement which is in the possession of McClelland Consulting Engineers, Inc. and in which the City of Fayetteville has or may acquire an interest.
- 18.4. If the termination is for the convenience of the City of Fayetteville, the City of Fayetteville shall make an equitable adjustment in the Contract Price, subject to the

Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*

- 18.5. If the termination is for McClelland Consulting Engineers, Inc.'s Default, the City of Fayetteville may complete the work by contract or otherwise and McClelland Consulting Engineers, Inc. shall be liable for any reasonable and necessary additional cost incurred by the City of Fayetteville to the extent caused by McClelland Consulting Engineers, Inc.'s default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Claims and Disputes (48 CFR 31.205-42(e) (2)).
- 18.7. The rights and remedies of the City of Fayetteville provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

- 19.1. The City of Fayetteville may, at any time, by written order to McClelland Consulting Engineers, Inc., require McClelland Consulting Engineers, Inc. to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to McClelland Consulting Engineers, Inc., and for any further period to which the parties may agree. Upon receipt of the order, McClelland Consulting Engineers, Inc. shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to McClelland Consulting Engineers, Inc., or within any extension of that period to which the parties shall have agreed, the City of Fayetteville shall either—
- 19.1.1. Cancel the stop work order; or
- 19.1.2. Terminate the work pursuant to Section 18, Termination.
- 19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, McClelland Consulting Engineers, Inc. shall resume work. The City of Fayetteville shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—
- The stop work order was not issued because of McClelland Consulting Engineers, Inc.'s Default in its performance of its obligations under any part of this Agreement; and,
 - The stop work order results in an increase in the time required for, or in McClelland Consulting Engineers, Inc.'s cost properly allocable to, the performance of any part of this Agreement; and,
 - McClelland Consulting Engineers, Inc. provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

- 20.1. The City of Fayetteville may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e.,

hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.

20.2. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the City of Fayetteville shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.

20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, McClelland Consulting Engineers, Inc. must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, McClelland Consulting Engineers, Inc. hereby agrees to waive any claim for such additional compensation.

20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse McClelland Consulting Engineers, Inc. from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the City of Fayetteville. McClelland Consulting Engineers, Inc. shall further provide all documents and data to the City of Fayetteville upon the City of Fayetteville's request. McClelland Consulting Engineers, Inc. may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the City of Fayetteville shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

22.1. McClelland Consulting Engineers, Inc. shall report to the City of Fayetteville, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which McClelland Consulting Engineers, Inc. has knowledge.

22.2. In the event of any claim or suit against the City of Fayetteville on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, McClelland Consulting Engineers, Inc. shall furnish to the City of Fayetteville, when requested by the City of Fayetteville, all evidence and information in possession of McClelland Consulting Engineers, Inc. pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of McClelland Consulting Engineers, Inc..

22.3. McClelland Consulting Engineers, Inc. agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

22.4. McClelland Consulting Engineers, Inc. shall indemnify the City of Fayetteville and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or

delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the City of Fayetteville of such supplies or construction work.

- 22.5. This indemnity shall not apply unless McClelland Consulting Engineers, Inc. shall have been informed within ten (10) business days following the City of Fayetteville's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the City of Fayetteville directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by McClelland Consulting Engineers, Inc., (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of McClelland Consulting Engineers, Inc., unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event McClelland Consulting Engineers, Inc. enters into proceedings relating to bankruptcy, whether voluntary or involuntary, McClelland Consulting Engineers, Inc. agrees to furnish, by certified mail, written notice of the bankruptcy to the City of Fayetteville. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with City of Fayetteville against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The City of Fayetteville's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the City of Fayetteville of any kind whatsoever under this Agreement shall arise until funds are made available to the City of Fayetteville for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the City of Fayetteville nor McClelland Consulting Engineers, Inc. may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the City of Fayetteville or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* McClelland Consulting Engineers, Inc. shall hold harmless and indemnify the City of Fayetteville and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of McClelland Consulting Engineers, Inc. and its subcontractors, and their agents and employees.
- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the City of Fayetteville or the AHTD shall be liable to McClelland Consulting Engineers, Inc. in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that McClelland Consulting Engineers, Inc. shall be an independent contractor of the City of Fayetteville and that McClelland Consulting Engineers, Inc. shall be liable for any act or omission of McClelland Consulting Engineers, Inc. or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the City of Fayetteville shall be deemed to be an exercise of supervision or control of McClelland Consulting Engineers, Inc.'s performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* McClelland Consulting Engineers, Inc. shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to McClelland Consulting Engineers, Inc. and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of McClelland Consulting Engineers, Inc.'s subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by McClelland Consulting Engineers, Inc. or alleged to have been committed by McClelland Consulting Engineers, Inc. or any person for whom McClelland Consulting Engineers, Inc. is legally responsible.
- 27.2. *Deductible.* McClelland Consulting Engineers, Inc. may maintain a professional liability insurance policy with a deductible clause in an amount approved by the City of Fayetteville if, in the judgment and opinion of the City of Fayetteville, McClelland Consulting Engineers, Inc.'s financial resources are sufficient to adequately cover possible liability in the amount of the deductible. McClelland Consulting Engineers, Inc. shall submit promptly to the City of Fayetteville, upon request as often as quarterly, detailed financial statements and any other information requested by the City of Fayetteville to reasonably determine whether or not McClelland Consulting Engineers, Inc.'s financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* McClelland Consulting Engineers, Inc. shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* McClelland Consulting Engineers, Inc. shall at all times during the term of this Agreement maintain comprehensive general liability insurance

coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. McClelland Consulting Engineers, Inc.'s insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of McClelland Consulting Engineers, Inc..

- 27.5. *Insurance Policies and Certificates.* McClelland Consulting Engineers, Inc. shall provide the City of Fayetteville upon request copies of its insurance policies and evidence satisfactory to the City of Fayetteville concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, McClelland Consulting Engineers, Inc. shall furnish to the City of Fayetteville certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. McClelland Consulting Engineers, Inc.'s failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which City of Fayetteville, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.
- 27.6. *Additional Insurance Requirements.* All insurance maintained by McClelland Consulting Engineers, Inc. pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the City of Fayetteville, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the City of Fayetteville.
- 27.7. *Duration of Insurance Obligations.* McClelland Consulting Engineers, Inc. shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of McClelland Consulting Engineers, Inc.'s services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of McClelland Consulting Engineers, Inc.'s services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of McClelland Consulting Engineers, Inc.'s services, whichever comes first.
- 27.8. *McClelland Consulting Engineers, Inc.'s Insurance Primary.* All insurance policies maintained by McClelland Consulting Engineers, Inc. pursuant to this Agreement shall provide that McClelland Consulting Engineers, Inc.'s insurance shall be primary and the City of Fayetteville's own insurance shall be non-contributing.
- 27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by McClelland Consulting Engineers, Inc. pursuant to this Agreement shall be endorsed to include the City of Fayetteville, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the City of Fayetteville.

28. DISPUTES AND CLAIMS

- 28.1. *Notice of Potential Claim.* Whenever a McClelland Consulting Engineers, Inc. deems that any additional compensation is due, McClelland Consulting Engineers, Inc. shall notify the City of Fayetteville in writing of its intention to make a claim for additional

compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***

- 28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the City of Fayetteville within 45 calendar days after the completion or termination date. ***McClelland Consulting Engineers, Inc. hereby agrees that the failure to submit the dispute or claim to the City of Fayetteville prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***
- 28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the City of Fayetteville to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:
- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
 - The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
 - A copy of the "Notice of Potential Claim";
 - The name, title, and activity of each City of Fayetteville's employee knowledgeable about facts that gave rise to such claim;
 - The name, title, and activity of each McClelland Consulting Engineers, Inc., Subcontractor, or employee knowledgeable about the facts that gave rise to the claim;
 - The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
 - The identification and substance of any relevant documents, things, or oral communications related to the claim;
 - A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
 - If an extension of time is sought, the specific number of days sought and the basis for the extension;
 - The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
 - Any other information or documents that are relevant to the claim.
- 28.4. *Decision and Appeal.* The decision of the City of Fayetteville shall be final and conclusive.
- 28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the City of Fayetteville has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, McClelland Consulting Engineers, Inc. shall proceed diligently with the performance of this Agreement in accordance with the City of Fayetteville's decisions.

- 28.6. The rights and remedies of the City of Fayetteville provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the City of Fayetteville decides the facts justify the action, the City of Fayetteville may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

- 29.1. McClelland Consulting Engineers, Inc. warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the City of Fayetteville shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.
- 29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by McClelland Consulting Engineers, Inc. for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 29.3. *Bona fide employee*, as used in this Section, means a person, employed by McClelland Consulting Engineers, Inc. and subject to McClelland Consulting Engineers, Inc.'s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, McClelland Consulting Engineers, Inc., for itself, successors, and assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations*. McClelland Consulting Engineers, Inc. shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.

- 30.2. *Nondiscrimination.* McClelland Consulting Engineers, Inc., with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. McClelland Consulting Engineers, Inc. shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by McClelland Consulting Engineers, Inc. for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by McClelland Consulting Engineers, Inc. of McClelland Consulting Engineers, Inc.'s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* McClelland Consulting Engineers, Inc. shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the City of Fayetteville, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of McClelland Consulting Engineers, Inc. is in the exclusive possession of another who fails or refuses to furnish this information, McClelland Consulting Engineers, Inc. shall so certify to the City of Fayetteville, the AHTD or the FHWA, as appropriate, and shall set forth what efforts it has made by McClelland Consulting Engineers, Inc. to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of McClelland Consulting Engineers, Inc.'s noncompliance with the nondiscrimination provisions of this Agreement, the City of Fayetteville shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to McClelland Consulting Engineers, Inc. under the Agreement until McClelland Consulting Engineers, Inc. complies with the provisions and cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* McClelland Consulting Engineers, Inc. shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. McClelland Consulting Engineers, Inc. shall take such action with respect to any subcontract or procurement as the City of Fayetteville, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event McClelland Consulting Engineers, Inc. becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, McClelland Consulting Engineers, Inc. may request the City of Fayetteville to enter into the litigation to protect the interests of the State and litigation to protect the interest of the United States.

31. DBE CLAUSE

- 31.1. McClelland Consulting Engineers, Inc. or subcontractor shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. McClelland Consulting Engineers, Inc. shall comply with the applicable

requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by McClelland Consulting Engineers, Inc. to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the City of Fayetteville may determine appropriate.

- 31.2. McClelland Consulting Engineers, Inc. shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

32.1 McClelland Consulting Engineers, Inc. will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

32.2 McClelland Consulting Engineers, Inc., during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. McClelland Consulting Engineers, Inc. shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

32.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the City of Fayetteville's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

33.1. McClelland Consulting Engineers, Inc. certifies, to the best of its knowledge and belief, that—

33.1.1. McClelland Consulting Engineers, Inc. and any of its Principals—

33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

33.1.1.2. Have not, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,

33.1.1.4. McClelland Consulting Engineers, Inc. has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

33.2. *Principals*, for the purposes of this certification, means officers; directors; City of Fayettevilles; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.

33.3. McClelland Consulting Engineers, Inc. shall provide immediate written notice to the City of Fayetteville if, at any time prior to contract award, McClelland Consulting Engineers, Inc. learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that McClelland Consulting Engineers, Inc. knowingly rendered an erroneous certification, the City of Fayetteville may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the City of Fayetteville.

34. MISCELLANEOUS

34.1. *General Compliance with Laws*. McClelland Consulting Engineers, Inc. shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.

34.2. *Registered Professional Engineer's Endorsement*. All plans, specifications, estimates, and engineering data provided by McClelland Consulting Engineers, Inc. shall be endorsed and recommended by an authorized representative of McClelland Consulting Engineers, Inc., who shall be a registered Professional Engineer licensed in the State of Arkansas.

34.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.

34.4. *Choice of Forum*. McClelland Consulting Engineers, Inc. agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.

34.5. *No Waiver of Immunity*. The City of Fayetteville expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.

34.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the City of Fayetteville to strictly enforce any term of this Agreement shall not be construed as a waiver of the City of Fayetteville's right to require McClelland Consulting Engineers, Inc.'s subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the City of Fayetteville's Representative or McClelland Consulting Engineers, Inc.'s Representative, and mailed or hand-delivered to:

36.1.1. To the City of Fayetteville's Representative:

City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

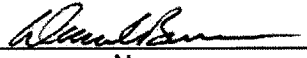
36.1.2. To McClelland Consulting Engineers, Inc.:

McClelland Consulting Engineers, Inc.
1810 North College Avenue
P.O. Box 1229
Fayetteville, AR 72703/72702-1229

IN WITNESS WHEREOF, the parties execute this Agreement, to be effective upon the date set out above.

McClelland Consulting Engineers, Inc.

City of Fayetteville, Arkansas

BY: 
Name

BY: _____
Name

PRESIDENT, FAYETTEVILLE
Title

Title

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS – Horner & Shifrin, Inc.
APPENDIX C	STANDARD CERTIFICATIONS
APPENDIX D	GENERAL AND DETAILED SCOPE OF WORK FOR CONTROL SURVEYS, DESIGN SURVEYS, AND LAND SURVEYS –

APPENDIX C
C-1

State Job No. 040618
Federal Aid Project No. BRN-9142(29)

CERTIFICATION OF MCCLELLAND CONSULTING ENGINEERS, INC.

I hereby certify that I, Daniel Barnes, am the President, Fayetteville, Office and duly authorized representative of the firm of McClelland Consulting Engineers, Inc. whose headquarters address is 900 West Markham, Little Rock, AR 72201 and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The Firm of McClelland Consulting Engineers, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, McClelland Consulting Engineers, Inc. does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in McClelland Consulting Engineers, Inc.'s programs and activities, as well as McClelland Consulting Engineers, Inc.'s hiring or employment practices. Complaints of alleged discrimination and inquiries regarding McClelland Consulting Engineers, Inc.'s nondiscrimination policies may be directed to Andrea McGhee(ADA/504/Title VI Coordinator), P.O. Box 34087 Little Rock, AR 72203, 501-376-4522. (Voice/TTY 711), or , the following email address: amcghee@mcclelland-engrs.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.


Authorized Firm Representative

2-5-13
Date

APPENDIX C
C-3

State Job No. 040618
Federal Aid Project No. BRN-9142(29)

CERTIFICATION OF CITY OF FAYETTEVILLE, ARKANSAS

I hereby certify that I am the Mayor of the City of Fayetteville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor, City of Fayetteville, Arkansas

C. 1
Amend Chapter 50 Garbage and Trash
Page 1 of 14

2/19/2013

City Council Meeting Date
Agenda Items Only

Don Marr
Submitted By

**Solid Waste
Division**

**Transportation
Department**

Action Required:

Approval of an Ordinance Amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates or Services of Chapter 50: Garbage and Trash of the Code of Fayetteville

\$	-
Cost of this request	

Category / Project Budget

Program Category / Project Name

Account Number

Funds Used to Date

Program / Project Category Name

Project Number

\$	-
Remaining Balance	

Fund Name

Budgeted Item

11/11/2016

Budget Adjustment Attached

110


Department Director

2/6/2013
Date

Previous Ordinance or Resolution # 4765

Original Ordinance Date: 20-Sep-05

Original Contract Number:

City Attorney

Date _____

Paul A. Behr
Finance and Internal Services Director

2-7-2013
Date

Received in City
Clerk's Office


Chief of Staff

2-7-13
Date

Received in
Mayor's Office

~~Mayor~~

2/7/13
Date



Comments:

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Fayetteville Water and Sewer Committee

From: Don Marr, Chief of Staff *DM*

Date: February 6, 2013

Subject: Approval Amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Service of Chapter 50: Garbage and Trash of the Code of Fayetteville

RECOMMENDATION

City Administration recommends approval of an ordinance Amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Service of Chapter 50: Garbage and Trash of the Code of Fayetteville

BACKGROUND

The current ordinance combines classes of services that are may be collected with different collection methods, or requested to be designed differently than the ordinance defines the service/rates. Additionally the current ordinance refers to a position (Operations Manager) that no longer exist within the City Organizational Structure, and restricts the Division manager's ability to designate a class of service (Residential vs. Commercial) that currently is defined within the ordinance definitions – even though the City currently evaluates certain criteria such as: space allowances, street frontage, etc to determine the collection method best used for certain tri & quad plex locations. Lastly, the Ordinance does not properly designate a multi-family per unit price that was established by rate study in 1992 and enacted in prior ordinances dating back to 1999. This ordinance amendment is to update the ordinance to address these issues.

DISCUSSION

1. Monthly residential rates are set by Ordinance are as shown below. These rates will remain unchanged. Residents receive trash, recycling, and yardwaste collection included with the monthly rate.

32 gallon cart - \$ 9.07

64 gallon cart - \$ 13.85

96 gallon cart - \$ 19.66

However, the multi-family per unit rate of 9.25/per unit needs to be identified within the rates section of the ordinance per the 1992 rates study. This is currently used for billing purposes and needs to be specifically identified for the service class offered.

2. The Division Manager of the Solid Waste Division is often asked to class a type of collection service from Residential (Cart/Recycling) collection to Commercial (dumpster/dump frequency) as well as a multi-family unit (often tri-plex or quad-plex) where the ordinance designates the class of service as commercial and the

request is that it be serviced with residential cart service. This ordinance amendment allows the Director of Solid Waste and Recycling to evaluate the situation and make a determination of Classification based on certain criteria. This criteria is outlined in 50.20 Section D (highlighted here)

Determining Classification of Required Service. *Certain properties have mixed-uses or otherwise have certain specific conditions, lease agreements between the landlord and tenant, land ownership arrangements, geography, topography, street layout, private drive conditions, access and/or general layout of structures or individual units, or number thereof, particularly multi-family residential buildings, or cottage developments, or a combination of any of the above, which make the provision of the service the property would otherwise qualify for impossible or impractical to provide. In such circumstances, the Operations Director shall make an objective determination, based on the above listed factors and other factors which directly bear on the provision of solid waste and recycling service, as to whether a particular customer must be served by commercial service, residential single-family/duplex service or residential multi-family service.*

Solid Waste and Recycling Service Definitions have been broken out to more clearly delineate the services provided. There are no changes in the Residential/Single Family rates or service offerings. The newly defined Residential Multi-Family Services also remain the same as currently provided. These services are Weekly Trash pick-up; Recycling service can be added for \$0.95 per unit per month which is not a change in service or rates, No Yard Waste and No Bulky Waste Services are provided to Residential Multi-Family Classifications – also not a change from the current ordinance). The Residential Multi-Family rate was established using the 1992 rate study and first charged as a rate beginning in ordinance 3993 in 1999. A rate of 9.25/per unit per month unless the owner of the multi-family complex requests a greater number of containers or more frequent service weekly than the minimum required service as determined by the Division Manager of Solid Waste & Recycling. When request for greater volume/frequency of service by an owner is made, rates shall be determined by the prevailing commercial service rate. When this service is paid by the tenant a unit rate is then calculated. The cost of the total service divided by the number of multi-family units will establish the per unit rate.

BUDGET IMPACT

None.

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTIONS 50.01 DEFINITIONS, 50.20
SERVICE REQUIREMENTS AND 50.40 RATES FOR SERVICES OF
CHAPTER 50: GARBAGE AND TRASH OF THE CODE OF FAYETTEVILLE**

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Services of Chapter 50: Garbage and Trash of the Code of Fayetteville so that after amendment, each of the sections shall read as presented in the attached Exhibit "A".

PASSED and APPROVED this _____ day of _____, 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

50.01 Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Biodegradable bag. A bag capable of being decomposed by natural micro-organic processes, to be used for the disposal of yard waste; and having a capacity of no more than thirty-five gallons.

Brush. Shrubbery, bush, and tree trimmings under three inches in diameter.

Bulk brush. Brush, under three inches in diameter, that is cut in lengths of four feet or less and tied in bundles that one person can handle.

Bulky waste. Items too large for collection in city-issued residential garbage carts, such as appliances, furniture, large limbs, etc. Customers should contact the Solid Waste and Recycling Division for specific requirements.

Commercial service. The collection and removal of garbage and trash from any establishment other than single-family residences, duplexes or multi-family complexes. Commercial service shall include, but not be limited to: office buildings, private institutions, professional buildings, restaurants, or as otherwise determined by the Operations Director.

Curbside. The edge of the public roadway directly in front of a residence. On corner lots curbside may be construed as the edge of the roadway directly alongside of the residence. In areas where garbage and trash collection is provided along alleys, curbside shall refer to the edge of the pavement of said alley. In either case, placement shall be no more than six feet from the public roadway. Garbage and trash placed at curbside must not impede the flow of traffic on the roadway or public sidewalk in any way.

Exemption to curbside. Exemption to the mandatory curbside placement of garbage and trash will be granted to persons who are disabled to the extent that they cannot reasonably meet the curbside requirement, and that have no one residing on premises greater than 12 years of age that can meet the requirement for them.

Garbage. All waste accumulations of animal, fruit, or vegetable matter that attend the preparation, use, cooking, dealing in, or storage of meat, fowl, fish, fruits, or vegetables, tin cans, or other containers originally used for food stuffs. The term "garbage" shall not include mineral wastes or manufacturing or processing wastes.

Garbage disposal area. A place or places designated by the city for the purpose of disposing of refuse, including incinerator and other dumping areas.

Limbs. Tree trimmings over three inches in diameter.

Person. Any individual, firm, or corporation.

Premises. Any flat, dwelling, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse, eating place, shop, church, place of business, manufacturing establishment, courthouse, jail, city hall, post office or other building.

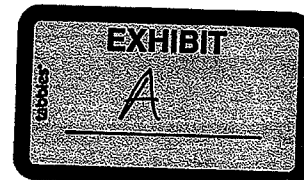
Operations Department Director. The Director of Solid Waste and Recycling.

Residential multi-family service. The collection and removal of garbage and trash from all residential multi-family complexes of three or more units, mobile home parks, or as otherwise determined by the Operations Director.

Residential single-family/duplex service. The collection and removal of garbage and trash from all single-family residences and duplexes located on public roadways within the City of Fayetteville, or as otherwise determined by the Operations Director. Collection of garbage and trash from residents on private roadways will be at the discretion of the city. The city shall only collect garbage and trash contained in city-issued carts and bags with the appropriate city permit sticker attached.

Sanitation service. The collection, removal, and disposal of waste, refuse, garbage, trash, and rubbish; the insecticidal fogging and/or spraying performed by the city; animal control and such other functions contained herein that are necessary for the preservation of health, safety, and welfare of the community.

Specialized customer. A customer that requires specialized services for the collection of garbage and trash and/or cardboard recycling that the city cannot provide.



Trash. All nonputrescible solid wastes, consisting of both combustible and noncombustible wastes such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials. The term "trash" shall not include mineral waste or manufacturing or processing wastes.

50.20 Service Requirements

(A) Commercial service.

- (1) *Containers required.* Each owner, occupant, tenant, or lessee using or occupying any house, building, structure or portion thereof shall provide and maintain containers of sufficient number and size to contain the garbage and/or trash that will accumulate on the premises. This obligation begins upon issuance of a certificate of occupancy or upon actual occupancy. In the case of multiple dwellings or multiple occupancy, this duty shall be upon the owner of the premises. Said containers shall be covered at all times except when refuse is being placed in or removed from them. The city shall not be required to remove garbage or other litter not placed in containers or that is placed on top of or around the containers.
- (2) *Container specifications.* Such containers shall meet specifications and be of such size as set forth by the operations director, and shall be compatible for automated commercial collection by city vehicles. Containers of volume less than two cubic yards shall be issued through the city for a purchase price of container cost plus taxes and delivery charges.
- (3) *Maintenance of containers.* It shall be the duty of such person to replace unserviceable containers and to keep them clean at all times. Notice of unserviceable or unsanitary condition of containers will be served upon such person by the city, at which time such person shall take prompt action to correct the existing conditions.
- (4) *Location of containers.* The placement and location of containers for commercial service and for apartments and apartment buildings shall be negotiated between the user and the operations director. The city assumes no liability for the loss of items placed on or near the containers; the owner and/or occupant assumes the risk of loss of such items. Further, the city assumes no responsibility for lost or stolen containers.

(B) Residential single-family/duplex service and Residential multi-family service.

- (1) *Residential garbage carts required.* Each owner, occupant, tenant, or lessee of any house, building, structure or portion thereof in the city limits shall obtain containers from the City of Fayetteville of sufficient size, as determined by the Operations Director, to contain garbage and/or trash. This obligation begins upon issuance of a certificate of occupancy or upon actual occupancy. Customers receiving residential single-family/duplex service shall use only the residential garbage carts provided by the city. Customers receiving residential multi-family service shall only use the garbage or trash container provided by the city. The City shall only collect garbage and trash placed in residential garbage carts and containers or bags with the appropriate city permit sticker attached.
 - (a) *Additional garbage bag pickup.* On the collection day, an additional garbage bag (not to exceed 35 gallons in capacity, or 50 pounds in weight), with an attached city permit sticker may be left beside the garbage cart, and shall be picked up without additional charge. Each residential garbage cart customer shall receive four free city permit stickers per year.
 - (b) *Additional collection.* Residential customers may request additional garbage cart collection by appointment. Again, trash shall be placed in the garbage cart, and an additional bag, not to exceed 35 gallons in capacity, may be placed beside the garbage cart. An additional collection fee of \$6.00, plus the actual disposal cost based on carts size, shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart without city permit stickers shall not be collected.
- (2) *Location of residential garbage carts.* Residential garbage carts shall be placed at a single collection point within three feet of the curb, street, or alley line, where applicable, by 6:00 a.m. on mornings regularly scheduled for garbage and trash collection, provided however, that garbage carts shall not be placed at the curb, street, or alley more than 12 hours before regular pickup, and shall be removed within 12 hours

thereafter. Alternate collection points may be specified at the discretion of the city.

- (3) *Exemptions.* Residential customers who wish to apply for an exemption of the required location of residential garbage carts may contact the Solid Waste and Recycling Division for an application. Final determination of exemption status shall be made by the Operations Director, or his designated representative.
- (4) *Rental property cart service.* Rental property owners listed on major owner list maintained by the City of Fayetteville Business Office, shall be permitted 10 days of service immediately following the vacation of the rental property for $\frac{1}{2}$ the normal monthly rate for the cart at the residence. The landlord shall be responsible to contact the Solid Waste and Recycling Division if the cart is discovered missing during cleanup activities. The landlord shall be responsible for the cart during these 10 days and shall be required to contact the Solid Waste and Recycling Division to arrange for cart pickup.
- (5) *Storage/maintenance.* Residential garbage carts shall be stored and maintained in a manner not likely to create a fire hazard, provide nesting space for rodents and other vermin, or breeding sites for insects.
- (C) *Yard waste.* Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.
- (D) *Determining Classification of Required Service.* Certain properties have mixed-uses or otherwise have certain specific conditions, lease agreements between the landlord and tenant, land ownership arrangements, geography, topography, street layout, private drive conditions, access and/or general layout of structures or individual units, or number thereof, particularly multi-family residential buildings, or cottage developments, or a combination of any of the above, which make the provision of the service the property would otherwise qualify for impossible or impractical to provide. In such circumstances, the Operations Director shall make an objective determination, based on the above-listed factors and other factors which directly bear on the provision of solid waste and recycling service, as to whether a particular customer must be served by commercial service, residential single-family/duplex service or residential multi-family service.

50.40 Rates For Services

- (A) *Residential single-family/duplex service.* Garbage and trash shall be collected from residential single-family/duplex customers one time each week for the following rates:

Garbage/Trash User Fee Schedule

Container Volume	Fixed Fee	Graduated Volume Fee	Cart replacement	Monthly Rate
32	\$6.13	\$2.19	\$0.43	\$8.75
64	\$6.13	\$6.68	\$0.54	\$13.35
96	\$6.13	\$12.13	\$0.70	\$18.96

- (1) There shall be no charge for the collection of residential yard waste.
- (2) Residential single-family/duplex service customers shall receive bulk collection at no charge one time per year.
- (3) If a residential single-family/duplex customer wishes to exchange to a larger residential garbage cart size, the customer shall be assessed a twenty dollar (\$20.00) cart exchange fee. No fee shall be assessed for customers wishing to exchange to a smaller cart.
- (4) The Garbage/Trash User Fee shall be adjusted annually based upon the Consumer Price Index (CPI) as published by the U.S. Department of Labor, unless specifically waived by City Council resolution.
- (B) *Residential multi-family service.* Trash shall be collected from residential multi-family customers one time each week at a rate of \$9.25 per dwelling unit per month unless the owner of the multi-family complex requests greater volume/frequency of service than the minimum required service as determined by the Operations Director. Additionally, when recycling service is provided to a residential multi-family service customer, an additional rate of \$0.95 per dwelling unit per month shall apply. When requests for greater volume/frequency of service by an

owner are made, rates shall be determined by the prevailing commercial service rate divided by the number of dwelling units.

(C) *Commercial service.* Trash shall be collected from commercial customers as shown below.

(1) The monthly commercial rate shall be:

Commercial User Fee Schedule

Commercial Container Size	Rate Per Pickup
95 Gallon Cart	15.90
2 cubic yards	\$32.76
4 cubic yards	\$65.52
6 cubic yards	\$98.28
8 cubic yards	\$131.04

(2) Commercial 95 gallon carts have a maximum of four pickups per week, Monday through Thursday. Larger commercial containers shall be serviced a minimum of once per week and a maximum of six times per week, Monday through Saturday, except authorized holidays for City employees and unavoidable inclement weather.

(3) The rate for providing extra collection of any 95 gallon cart shall be twice the monthly collection rate based on the number of collections per week as established by \$50.40(B)(1). The rate for providing extra collection of any commercial loadall type container shall be \$8.19 per cubic yard.

(4) The rate for providing cardboard and paper recycling service shall be \$8.19 per cubic yard.

(5) Container rental is a flat fee per month.

Container Rental/Dumpster Lease Fee Schedule

Container Size (Cubic Yards)	Monthly Rate
2 yd	\$12.89
4 yd	\$14.73
6 yd	\$17.14
8 yd	\$20.24

(6) A residential multi-family complex office shall pay an additional \$0.95 per month to its solid waste bill as if it were an individual unit when the residential multi-family complex is receiving recycling service.

(D) *Loadall type container service.* The monthly rate for one pickup per week for any commercial establishment using loadall type containers for collection of garbage shall be \$16.38 per cubic yard collected.

(E) *Commercial Recycling.* Limited commercial recycling is offered per the table below.

Size	Once Per Week
4 yd cardboard	\$32.76
6 yd cardboard	\$49.14
8 yd cardboard	\$65.52
4 yd paper	\$32.76
18 gal recycle bin (up to five bins)	\$5.88

(F) *Use of composting facility.*

(1) Businesses, including commercial landscapers and tree trimmers, and nonresidents that bring brush to the

City's composting facility for disposal will be charged as follows:

Composting User Fee Schedule

Size	Rate
Compact pickup trucks	\$5.00
Full size pickup trucks	\$8.00
Trailers up to 14 feet long	\$10.00
Trailers greater than 14 feet long	\$15.00

Current provisions

FAYETTEVILLE CODE OF ORDINANCES
TITLE V PUBLIC WORKS

CHAPTER 50: GARBAGE AND TRASH*

**ARTICLE I
GENERAL PROVISIONS**

50.01 Definitions

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Biodegradable bag. A bag capable of being decomposed by natural micro-organic processes, to be used for the disposal of yard waste; and having a capacity of no more than thirty-five gallons.

Brush. Shrubbery, bush, and tree trimmings under three inches in diameter.

Bulk brush. Brush, under three inches in diameter, that is cut in lengths of four feet or less and tied in bundles that one person can handle.

Bulky waste. Items too large for collection in city-issued residential garbage carts, such as appliances, furniture, large limbs; etc. Customers should contact the Solid Waste and Recycling Division for specific requirements.

Commercial service. The collection and removal of garbage and trash from any establishment other than single-family residences. Commercial service shall include, but not be limited to: office buildings, private institutions, professional buildings, restaurants, apartments, duplexes and trailer parks.

Curbside. The edge of the public roadway directly in front of a residence. On corner lots curbside may be construed as the edge of the roadway directly alongside of the residence. In areas where garbage and trash collection is provided along alleys, curbside shall refer to the edge of the pavement of said alley. In either case, placement shall be no more than six feet from the public roadway. Garbage and trash placed at curbside must not impede the flow of traffic on the roadway or public sidewalk in any way.

Exemption to curbside. Exemption to the mandatory curbside placement of garbage and trash will be granted to persons who are disabled to the extent that they cannot reasonably meet the curbside requirement, and that have no one residing on premises greater than 12 years of age that can meet the requirement for them.

Garbage. All waste accumulations of animal, fruit, or vegetable matter that attend the preparation,

use, cooking, dealing in, or storage of meat, fowl, fish, fruits, or vegetables, tin cans, or other containers originally used for food stuffs. The term "garbage" shall not include mineral wastes or manufacturing or processing wastes.

Garbage disposal area. A place or places designated by the city for the purpose of disposing of refuse, including incinerator and other dumping areas.

Limbs. Tree trimmings over three inches in diameter.

Person. Any individual, firm, or corporation.

Premises. Any flat, dwelling, rooming house, apartment house, hospital, school, hotel, club, restaurant, boardinghouse, eating place, shop, church, place of business, manufacturing establishment, courthouse, jail, city hall, post office or other building.

Operations Department Director. The Operations Department Director of the city.

Residential service. The collection and removal of garbage and trash from all single-family residences located on public roadways within the City of Fayetteville. Collection of garbage and trash from residents on private roadways will be at the discretion of the city. The city shall only collect garbage and trash contained in city-issued carts and bags with the appropriate city permit sticker attached.

Sanitation service. The collection, removal, and disposal of waste, refuse, garbage, trash, and rubbish; the insecticidal fogging and/or spraying performed by the city; animal control and such other functions contained herein that are necessary for the preservation of health, safety, and welfare of the community.

Specialized customer. A customer that requires specialized services for the collection of garbage and trash and/or cardboard recycling that the city cannot provide.

Trash. All nonputrescible solid wastes, consisting of both combustible and noncombustible wastes such as paper, cardboard, glass, crockery, excelsior, cloth and similar materials. The term "trash" shall not include mineral waste or manufacturing or processing wastes.

(Code 1965, §10-1; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3581, 12-3-91; Ord. No. 3755, §1, 2, 12-21-

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93; Ord. No. 3842, §1, 11-16-94; Ord. No. 4111, §§ 1-3, 8-4-98; Ord. No. 4341, 10-2-01; Ord. No. 4415, § 1, 2, 9-17-02; Code 1991, §50.01)

State law reference(s)--Solid Waste Management Act, A.C.A. §8-6-201 et seq.

50.02 Solid Waste And Recycling Division To Administer Collection And Removal

(A) In order, among other functions, to satisfactorily collect and remove garbage and trash and accomplish the other purposes of this chapter, there is hereby created a Solid Waste and Recycling Division for the city.

(B) The Solid Waste and Recycling Division shall be under the direction of the operations director who in turn is subject to the general direction of the mayor.

(Code 1965, §10-2; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.02)

50.03 Dumping Prohibited; Garbage Disposal Areas

Dumping within any area within the city, except garbage disposal areas as defined by §50.01, is prohibited.

(Code 1965, §10-6; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.03)

Cross reference(s)--Penalty, §10.99.

50.04 Depositing On Vacant Lots

It shall be unlawful for any person to dump, throw or otherwise deposit any garbage or trash or accumulations of the same on any vacant lot in the city.

(Code 1965, §10-12; Ord. No. 1194, 4-6-59; Code 1991, §50.04)

Cross reference(s)--Penalty, §10.99.

50.05 Depositing On Streets, Alleys, Or Sidewalks

It shall be unlawful for any person to throw, place, dump, litter, or otherwise deposit any garbage, trash, or refuse upon any public street, alley, or sidewalk of this city, except in receptacles placed upon such streets, alleys or sidewalks without approval of the city Solid Waste and Recycling Division.

(Code 1965, §10-13; Ord. No. 1149, 10-14-57; Ord. No. 1194, 4-6-59; Code 1991, §50.05)

Cross reference(s)--Penalty, §10.99.

50.06 Burning Of Garbage And Trash

It shall be deemed a violation of this Code for any person to burn trash or garbage except in incinerators that have been approved by the County Health Department, Solid Waste and Recycling Division, and Fire Department of the city.

(Code 1965, §10-17; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.06)

Cross reference(s)--Penalty, §10.99.

50.07-50.19 Reserved

ARTICLE II COLLECTION PROCEDURE

50.20 Service Requirements

(A) *Commercial service.*

(1) *Containers required.* Each owner, occupant, tenant, or lessee using or occupying any house, building, structure or portion thereof requiring commercial service shall provide and maintain containers of sufficient number and size to contain the garbage and/or trash that will accumulate on the premises. In the case of multiple dwellings or multiple occupancy, this duty shall be upon the owner of the premises. Said containers shall be covered at all times except when refuse is being placed in or removed from them. The city shall not be required to remove garbage or other litter not placed in containers or that is placed on top of or around the containers.

(2) *Container specifications.* Such containers shall meet specifications set forth by the operations director, and shall be compatible for automated commercial collection by city vehicles. Containers of volume less than two cubic yards shall be issued through the city for a purchase price of container cost plus taxes and delivery charges.

(3) *Maintenance of containers.* It shall be the duty of such person to replace unserviceable containers and to keep them clean at all times. Notice of unserviceable or unsanitary condition of containers will be served upon such person by the city, at which time such person shall take prompt action to correct the existing conditions.

(4) *Location of containers.* The placement and location of containers for commercial service and for apartments and apartment buildings shall be negotiated between the user and the

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operations director. The city assumes no liability for the loss of items placed on or near the containers; the owner and/or occupant assumes the risk of loss of such items. Further, the city assumes no responsibility for lost or stolen containers.

(B) Residential service.

(1) *Residential garbage carts required.*

Customers receiving residential garbage and trash service shall use only the residential garbage carts provided by the city. The City shall only collect garbage and trash placed in residential garbage carts or bags with the appropriate city permit sticker attached.

(a) *Additional garbage bag pickup.* On the collection day, an additional garbage bag (not to exceed 35 gallons in capacity, or 50 pounds in weight), with an attached city permit sticker may be left beside the garbage cart, and shall be picked up without additional charge. Each residential garbage cart customer shall receive four free city permit stickers per year.

(b) *Additional collection.* Residential customers may request additional garbage cart collection by appointment. Again, trash shall be placed in the garbage cart, and an additional bag, not to exceed 35 gallons in capacity, may be placed beside the garbage cart. An additional collection fee of \$6.00, plus the actual disposal cost based on carts size, shall be billed to the customer at the next billing cycle. Bags placed outside of the garbage cart without city permit stickers shall not be collected.

(2) *Location of residential garbage carts.* Residential garbage carts shall be placed at a single collection point within three feet of the curb, street, or alley line, where applicable, by 6:00 a.m. on mornings regularly scheduled for garbage and trash collection, provided however, that garbage carts shall not be placed at the curb, street, or alley more than 12 hours before regular pickup, and shall be removed within 12 hours thereafter. Alternate collection points may be specified at the discretion of the city.

(3) *Exemptions.* Residential customers who wish to apply for an exemption of the required location of residential garbage carts may contact the Solid Waste and Recycling

Division for an application. Final determination of exemption status shall be made by the operations director, or his designated representative.

(4) *Rental property cart service.* Rental property owners listed on major owner list maintained by the City of Fayetteville Business Office, shall be permitted 10 days of service immediately following the vacation of the rental property for $\frac{1}{2}$ the normal monthly rate for the cart at the residence. The landlord shall be responsible to contact the Solid Waste and Recycling Division if the cart is discovered missing during cleanup activities. The landlord shall be responsible for the cart during these 10 days and shall be required to contact the Solid Waste and Recycling Division to arrange for cart pickup.

(5) *Storage/maintenance.* Residential garbage carts shall be stored and maintained in a manner not likely to create a fire hazard, provide nesting space for rodents and other vermin, or breeding sites for insects.

(C) *Yard waste.* Only biodegradable bags, as defined herein, shall be acceptable for the disposal of yard waste.

(Code 1965, §10-3; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Ord. No. 3581, 12-3-91; Ord. No. 3842, §2, 11-16-94; Ord. No. 4111, §4, 8-4-98; Ord. No. 4270, 9-5-00; Ord. No. 4341, 10-2-01; Ord. No. 4415, §3, 9-17-02; Code 1991, §50.20)

Cross reference(s)--Penalty, §10.99.

50.21 Access To Garbage And Trash Containers

(A) In the event that an exemption to curbside placement of garbage and trash is granted, it shall be incumbent upon the tenants, lessees, occupants, or owners of the premises where garbage or trash is generated to provide a safe and convenient entrance to and through the premises for the purposes of collecting same.

(1) All vicious animals shall either be confined, or garbage and trash containers placed at a point where collectors may service same without attack from said animals.

(2) Where commercial collections are made from alleys and access ways, said approaches shall be maintained in such manner as not to be a hazard to Solid Waste and Recycling Division personnel or

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the corporate limits of the city, such service shall be subject to all the provisions of this chapter.

(Code 1965, §10-16; Ord. No. 1194, 4-6-59; Code 1991, §50.28)

50.29 Private Collectors; Contract With City Required

No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city.

(Code 1965, §10-46; Ord. No. 1194, 4-6-59; Code 1991, §50.29)

Cross reference(s)--Penalty, §10.99.

50.30 Bulky Waste/Community Cleanups

(A) *Bulky waste pickup.* Each customer shall be entitled to one bulky waste pickup per year. Customers shall arrange for bulky waste pickup by contacting the Solid Waste and Recycling Division to reserve a collection date. Mobile home parks and apartment complexes consisting of four or more units shall not be eligible.

(B) *Community cleanups.*

(1) *City-wide Earth Week cleanup.* During Earth Week of each year, customers may dispose of normal residential waste at the Solid Waste and Recycling Facility free of charge.

(2) *Neighborhood association/ward cleanups.* Each City Council ward shall be eligible for up to four community cleanups per year, provided however that each cleanup shall be coordinated by at least one neighborhood association, under the sponsorship of both of the ward's alderperson(s). The city shall collect everything except normal residential garbage and hazardous waste free of charge.

(Ord. 4415, §4, 9-17-02; Code 1991, §50.30)

50.31-50.39 Reserved

ARTICLE III COLLECTION CHARGES; BILLING

50.40 Rates For Services

(A) *Residential service.* Garbage and trash shall

be collected from residential customers one time each week for the following rates:

Garbage/Trash User Fee Schedule

Container Volume	Fixed Fee	Graduated Volume Fee	Cart replacement	Monthly Rate
32	\$6.13	\$2.19	\$0.43	\$8.75
64	\$6.13	\$6.68	\$0.54	\$13.35
96	\$6.13	\$12.13	\$0.70	\$18.96

(1) There shall be no charge for the collection of residential yard waste.

(2) Residential service customers shall receive bulk collection at no charge one time per year.

(3) If a residential customer wishes to exchange to a larger residential garbage cart size, the customer shall be assessed a twenty dollar (\$20.00) cart exchange fee. No fee shall be assessed for customers wishing to exchange to a smaller cart.

(4) The Garbage/Trash User Fee shall be adjusted annually based upon the Consumer Price Index (CPI) as published by the U.S. Department of Labor.

(B) *Commercial service.* Trash shall be collected from commercial customers as shown below.

(1) The monthly commercial rate shall be:

Commercial User Fee Schedule

Commercial Container Size	Rate Per Pickup
95 Gallon Cart	15.90
2 cubic yards	\$32.76
4 cubic yards	\$65.52
6 cubic yards	\$98.28
8 cubic yards	\$131.04

(2) Commercial 95 gallon carts have a maximum of four pickups per week, Monday through Thursday. Larger commercial containers shall be serviced a minimum of once per week and a maximum of six times per week, Monday through Saturday, except authorized holidays for City employees and unavoidable inclement weather.

(3) The rate for providing extra collection of any 95 gallon cart shall be twice the monthly collection rate based on the number of

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collections per week as established by §50.40(B)(1). The rate for providing extra collection of any commercial loadall type container shall be \$8.19 per cubic yard.

- (4) The rate for providing cardboard and paper recycling service shall be \$8.19 per cubic yard.

- (5) Container rental is a flat fee per month.

Container Rental/Dumpster Lease Fee Schedule

Container Size (Cubic Yards)	Monthly Rate
2 yd	\$12.89
4 yd	\$14.73
6 yd	\$17.14
8 yd	\$20.24

- (6) The rate for providing multi-family recycling is \$0.95 per month per unit in an apartment complex or multi-family residential complex receiving recycling service. The complex office shall have this same \$0.95 per month per unit added to its solid waste bill as if it were an individual unit in the complex. Customers residing in multi-family complexes which do not receive recycling service will not be charged for recycling service.

- (C) **Loadall type container service.** The monthly rate for one pickup per week for any commercial establishment using loadall type containers for collection of garbage shall be \$16.38 per cubic yard collected.

- (D) **Commercial Recycling.** Limited commercial recycling is offered per the table below.

Size	Once Per Week
4 yd cardboard	\$32.76
6 yd cardboard	\$49.14
8 yd cardboard	\$65.52
4 yd paper	\$32.76
18 gal recycle bin (up to five bins)	\$5.88

- (E) **Use of composting facility.**

- (1) Businesses, including commercial landscapers and tree trimmers, and nonresidents that bring brush to the City's composting facility for disposal will be charged as follows:

Composting User Fee Schedule

Size	Rate
------	------

Compact pickup trucks	\$5.00
Full size pickup trucks	\$8.00
Trailers up to 14 feet long	\$10.00
Trailers greater than 14 feet long	\$15.00

(Code 1965, §§10-28, 10-29, 10-29.1; Ord. No. 1194, 4-6-59; Ord. No. 1443, 4-26-65; Ord. No. 2587, 12-18-79; Ord. No. 2751, 8-18-81; Ord. No. 2767, 10-20-81; Ord. No. 2855, 9-21-82; Ord. No. 2886, 1-18-83; Ord. No. 3626, 8-4-92; Ord. No. 3755, §§3, 4, 12-21-93; Ord. No. 3841, §1, 11-16-94; Ord. No. 3842, §3, 11-16-94; Ord. No. 3993, §§1-5, 9-17-96; Ord. No. 4111, §5, 8-4-98; Ord. No. 4349, 11-6-01; Ord. No. 4382, 3-19-02; Ord. No. 4415, §5, 9-17-02; Code 1991, §50.40, Ord. 4457 §50.40, 01-21-03; Ord. 4765, 09-20-05; Ord. 5278, 10-05-09; Ord. 5299, 12-15-09; Ord. 5470, 12-20-11)

50.41 Rates For Service Outside City Limits

In the event garbage and trash collection and removal service is rendered by the city for buildings, structure or premises located outside the corporate limits of the city, as provided for in §50.28, the monthly charge for such service shall be as prescribed in §50.40(A) and (B), plus 50%.

(Code 1965, §10-30; Ord. No. 1194, 4-6-59; Code 1991, §50.41)

50.42 Higher Rate To Control In Case Of Uncertainty, Contradiction Or Duplication

In case of uncertainty, contradiction or duplication of rates prescribed in this article, the higher rate shall control.

(Code 1965, §10-31; Ord. No. 1194, 4-6-59; Code 1991, §50.42)

State law reference(s) Rate schedules -Greater or lesser rate not to be charged, A.C.A. § 23-4-107.

50.43 Adjustment Of Rates; Exemptions

Appeal for adjustment of rates for charges prescribed by this article may be directed in writing to the operations director and the mayor. Appeal from their decision shall be directly to the City Council, and shall be in writing and filed with the city clerk within 30 days of the date written notice of the decision of the operations director and the mayor is given. Exemptions from sanitation charges may be granted by the City Council upon written request only, for a just cause.

(Code 1965, §10-32; Ord. No. 1194, 4-6-59; Ord. No. 1619, 8-19-68; Code 1991, §50.43)

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Sarah Marsh
Ward 2 Position 1 – Mark Kinion
Ward 2 Position 2 – Matthew Petty
Ward 3 Position 1 – Justin Tennant
Ward 3 Position 2 – Martin W. Schoppmeyer, Jr.
Ward 4 Position 1 – Rhonda Adams
Ward 4 Position 2 – Alan T. Long

**Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
February 19, 2013**

A meeting of the Fayetteville City Council will be held on February 19, 2013 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions:

A. Consent:

- ✓ Approval of the February 5, 2013 City Council meeting minutes.
- ✓ **Safe Routes to Schools Grant:** A resolution to approve and support a grant application to the Arkansas State Highway and Transportation Department in the amount of \$81,248.00 for partial funding for the Clabber Creek Trail Bridge along Salem Road as part of the Safe Routes to Schools Program.
- ✓ **Springdale Dodge:** A resolution approving the purchase of one (1) 2013 Dodge Ram 1500 pickup truck from Springdale Dodge in the amount of \$24,200.00, pursuant to a state procurement contract, for use by the Police Department.

4. **North Point Ford:** A resolution approving the purchase of two (2) Ford F-150 pickup trucks from North Point Ford of North Little Rock in the total amount of \$30,140.00, pursuant to a state procurement contract.
5. **Riggs Cat of Springdale:** A resolution approving the purchase of four (4) Caterpillar 420F backhoe/loaders from Riggs Cat of Springdale in the total amount of \$399,640.00, pursuant to a state procurement contract, and approving a budget adjustment.
6. **Williams Tractor of Fayetteville:** A resolution approving the purchase of five (5) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$66,595.00, pursuant to a state procurement contract, and approving a budget adjustment.
7. **Ranger's Pantry Pet Food Bank:** A resolution approving a budget adjustment in the total amount of \$2,631.00 representing donation revenue to the Animal Services Division Ranger's Pantry Pet Food Bank.
8. **Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2013 when received in the estimated amount of \$540,787.00.
9. **McClelland Consulting Engineers:** A resolution approving a professional engineering design services agreement with McClelland Consulting Engineers in the amount of \$279,045.55 for the rehabilitation of the historic Maple Street and Lafayette Street bridges, and approving a budget adjustment recognizing federal grant revenue in the amount of \$223,257.00.

B. Unfinished Business: None

C. New Business:

1. **Amend Chapter 50 Garbage and Trash:** An ordinance amending Sections 50.01 Definitions, 50.20 Service Requirements and 50.40 Rates for Services of Chapter 50: Garbage and Trash of the Code of Fayetteville.

D. City Council Agenda Session Presentations:

1. Economic Development Contract Quarterly Report - Chung Tan & Steve Clark

E. City Council Tour:

F. Announcements:

ADD: Consent:
Meadows Valley Trail
Airspace permit

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith



Aldermen

Ward 1 Position 1 – Adella Gray
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City Council Meeting
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Mayor's Announcements, Proclamations and Recognitions:

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A. Consent:

1. Approval of the February 5, 2013 City Council meeting minutes.
2. **Safe Routes to Schools Grant:** A resolution to approve and support a grant application to the Arkansas State Highway and Transportation Department in the amount of \$40,000.00 for partial funding for the Clabber Creek Trail Bridge along Salem Road as part of the Safe Routes to Schools Program.
3. **Springdale Dodge:** A resolution approving the purchase of one (1) 2013 Dodge Ram 1500 pickup truck from Springdale Dodge in the amount of \$24,200.00, pursuant to a state procurement contract, for use by the Police Department.

4. **North Point Ford:** A resolution approving the purchase of two (2) Ford F-150 pickup trucks from North Point Ford of North Little Rock in the total amount of \$30,140.00, pursuant to a state procurement contract.
5. **Riggs Cat of Springdale:** A resolution approving the purchase of four (4) Caterpillar 420F backhoe/loaders from Riggs Cat of Springdale in the total amount of \$399,640.00, pursuant to a state procurement contract, and approving a budget adjustment.
6. **Williams Tractor of Fayetteville:** A resolution approving the purchase of five (5) Hustler Super Z mowers from Williams Tractor of Fayetteville in the total amount of \$66,595.00, pursuant to a state procurement contract, and approving a budget adjustment.
7. **Ranger's Pantry Pet Food Bank:** A resolution approving a budget adjustment in the total amount of \$2,631.00 representing donation revenue to the Animal Services Division Ranger's Pantry Pet Food Bank.
8. **Community Development Block Grant (CDBG):** A resolution authorizing the Mayor to execute the Community Development Block Grant (CDBG) agreement for 2013 when received in the estimated amount of \$540,787.00.
9. **McClelland Consulting Engineers:** A resolution approving a professional engineering design services agreement with McClelland Consulting Engineers in the amount of \$279,045.55 for the rehabilitation of the historic Maple Street and Lafayette Street bridges, and approving a budget adjustment recognizing federal grant revenue in the amount of \$223,257.00.

B. Unfinished Business: None

C. New Business: None

D. City Council Agenda Session Presentations:

1. Economic Development Contract Quarterly Report - Chung Tan & Steve Clark

E. City Council Tour:

F. Announcements:

Adjournment:

NOTICE TO MEMBERS OF THE AUDIENCE

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

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

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

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

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

Old business and new business.

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

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

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

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

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

Sondra Smith - Fwd: RE: No meeting today for economic development report discussion

From: Don Marr
To: Smith, Sondra; Tan, Chung
Date: 1/23/2013 1:50 PM
Subject: Fwd: RE: No meeting today for economic development report discussion
CC: Clark, Steve

Thanks Sondra - I will let Chung know.
Don

Chung - The Chamber is confirmed to present the quarterly Economic Development Contract Report for February 12th during the Council's Agenda Session. Please provide me a copy of the report no later than Monday 1 pm, so that I can review the report, ask questions on the materials and provide any feedback in preparation of the presentation.

Thanks,
Don

Don Marr



Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
Email: dmarr@ci.fayetteville.ar.us
Website: www.accessfayetteville.org

>>> Sondra Smith 1/23/2013 1:38 PM >>>
Hi Don

We have no presentations for the February 12th Agenda Session. I will add the Chamber Economic Development file:///C:/Users/ssmith/AppData/Local/Temp/XPgrpwise/50FFEAAABFAYETTEVILLECI... 1/23/2013

Report to that agenda. Hope you are feeling better! Have a great day! Sondra

Sondra E. Smith CAMC, CMC

City Clerk Treasurer

City of Fayetteville

113 West Mountain

Fayetteville, AR 72701

(479) 575-8323

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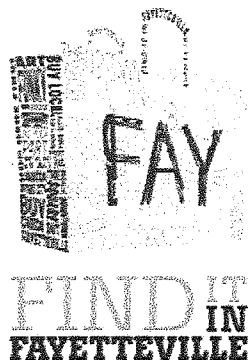
>>> Don Marr 1/23/2013 12:36 PM >>>

Sondra - It is that time of the year for the quarterly update from the chamber on their economic development activities. Can you tell me do we have any other presentations on Feb 12th? If not can you put down Economic Development Contract Quarterly Report - Chung Tan & Steve Clark. If there is already a presentation scheduled for that meeting, can you look at March 12th as the second date. I would prefer the earlier date if it is available. If you will please let me know so that I can get back with Chung on the confirmed date.

Thanks,

Don

Don Marr



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>>> Chung Tan <CTan@fayettevillear.com> 1/22/2013 1:59 PM >>>

Don:

I have already scheduled a year's appointment with you through Pam. ☺

First preferred date is Feb. 12, then March 12. Feb. 26 is no good for us. Both Steve and I are traveling that day.

Please let me know once confirmed.

Thanks,

Chung

From: Don Marr [<mailto:dmarr@ci.fayetteville.ar.us>]
Sent: Tuesday, January 22, 2013 10:15 AM
To: Chung Tan
Subject: Re: No meeting today for economic development report discussion

Yes that is fine. Please get with pam and schedule our next one.
We also need to let the clerk know which agenda session we want to do the presentation on. Do you have a preferred date yet?
Don

Don Marr



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>>> Chung Tan <CTan@fayettevillear.com> 1/22/2013 10:13 AM >>>
Don:

Sorry to hear from Pam that you are not feeling well today and so our 1:30 pm appointment is cancelled.

- 1) Since today is already the 22nd, may I suggest that we just skipped the meeting for this month and let's meet as usual next month.
- 2) We are scheduled to make a quarterly presentation to the city council for Oct – Dec 2012 period. So, if you may arrange a date for us, that will be great.

Hope you get to be feeling better soon.

Regards,

Chung Tan
Manager for Economic Development



Fayetteville Chamber of Commerce
123 W. Mountain / P.O. Box 4216
Fayetteville, AR 72702-4216
479.521.1710 office
479.521.1791 fax
www.fayettevillear.com



Note: Please consider the environment before printing this email.

From: Don Marr
To: Smith, Sondra
Date: 2/8/2013 5:14 PM
Subject: Fwd: RE: Fayetteville - City of Distinction
Attachments: RE: Fayetteville - City of Distinction

Sondra - Will you please add this to the Feb 19th, City Council Meeting presentation.
Thanks,
Don

Don Marr

Chief of Staff for Mayor Jordan
113 W Mountain Street
Fayetteville, AR 72701
Office: 479-575-8330
For TDD: (Telecommunications Device for the Deaf)
Dial 479-521-1316
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Sondra Smith - City of Distinction Award

From: Sondra Smith
To: Aldermen
Date: 2/8/2013 8:41 PM
Subject: City of Distinction Award
Attachments: Sondra Smith.vcf

Hello All

City of Distinction Award - Crews and Associates

We would like to add this presentation to the Final Agenda for the February 19, 2013 City Council meeting. If you are concerned about adding this to the agenda please let me know otherwise it will be on the Final Agenda for the February 19, 2013 City Council meeting. Thanks!

Sondra E. Smith CAMC, CMC
City Clerk Treasurer
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