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
April 16, 2013

A meeting of the Fayetteville City Council will be held on April 16, 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:

1. **Arkansas Individual Volunteer of the Year Award – Connie Edmonston Parks and Recreation Director**

2. **Group Volunteer of the Year Award – Connie Edmonston Parks and Recreation Director**

City Council Meeting Presentations, Reports and Discussion Items:

1. **Nominating Committee Report – Advertising and Promotion Commission appointment - APPROVED**

Agenda Additions:

1. **Rodgers Drive Repair:** An ordinance waiving the requirements of formal competitive bidding and authorizing the Mayor to sign a contract with a contractor providing the lowest price quote for repair to a slope failure on Rodgers Drive, and approving a budget adjustment.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5578

2. **Fayetteville District Judge Rudy Moore Courtroom:** A resolution to thank Fayetteville District Judge Rudy Moore for his long and distinguished service to our city and our citizens and to honor Judge Moore by naming the Fayetteville District Courtroom the Fayetteville District Judge Rudy Moore Courtroom.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 73-13**

A. Consent:

1. Approval of the April 02, 2013 City Council meeting minutes. **APPROVED**

2. **Bid #10-47 King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $44,000.00, pursuant to Bid #10-47 for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, and approving a project contingency of ten percent (10%).

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 74-13**

3. **Police Department Donation Revenue:** A resolution approving a budget adjustment in the total amount of $2,100.00 representing donation revenue to the Police Department during the first quarter of 2013 in support of officer service awards and general recognition.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 75-13**

4. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of $31,783.00 representing federal and state law enforcement forfeiture revenue received through March 2013 and authorizing associated expenses.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 76-13**

5. **Fire Department Polaris Ranger Utility Vehicles**: A resolution approving a budget adjustment in the total amount of $7,004.00 to fund Fleet Division purchases of accessory packages for two (2) Fire Department Polaris Ranger utility vehicles.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 77-13**

6. **Fayetteville Executive Airport-Drake Field FBO Lease Agreement:** A resolution approving a fixed-based operations hangar lease agreement form at the current rental rate or as adjusted upward by the Airport Board for fixed-based operations hangar space rented at the Fayetteville Executive Airport-Drake Field.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 78-13**

7. **Airport Hay Field Lease Agreement:** A resolution approving a two (2) year extension to the airport hay lease with Donnie Sams of West Fork, Arkansas to facilitate participation in a USDA Natural Resource Conservation Service Environmental Quality Incentive Program.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 79-13

8. **Amend Resolution 54-13:** A resolution amending Resolution No. 54-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Transportation Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 80-13

9. **Amend Resolution 55-13:** A resolution amending Resolution No. 55-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Solid Waste Division.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 81-13

10. **Bid #12-38 MHC Kenworth of Springdale:** A resolution authorizing the purchase of one (1) Kenworth T800 semi truck tractor pursuant to Bid #12-38 from MHC Kenworth of Springdale in the amount of $114,715.00, and approving a budget adjustment.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 82-13

11. **Williams Tractor of Fayetteville S590 Skid Steer Loader:** A resolution authorizing the purchase of one (1) Bobcat S590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $37,505.00.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-13

12. **Williams Tractor of Fayetteville T590 Skid Steer Track Loader:** A resolution authorizing the purchase of one (1) Bobcat T590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $47,226.00.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-13

13. **Stribling Equipment of Springdale John Deere 750K Dozer:** A resolution authorizing the purchase of one (1) 2013 John Deere 750K dozer from Stribling Equipment of Springdale, pursuant to a state procurement contract, in the amount of $230,750.00, and approving a budget adjustment.
    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 85-13

14. **Bid #13-15 Littlefield Oil Company:** A resolution awarding Bid #13-15 and approving a contract with Littlefield Oil Company in an estimated annual amount of $1,764,000.00 to provide gasoline, diesel fuel and bio fuel for vehicles and equipment.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 86-13

15. **Baldwin & Shell Construction Company:** A resolution authorizing a contract with Baldwin & Shell Construction Company in the amount of $40,000.00 for construction management services, approving a $10,000.00 contingency, and approving a contractor's fee of five and one-half percent (5.5%) for construction phased services all related to construction of the Dickson Street Entertainment District parking facility.

    P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 87-13**

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**.** ***This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee.***

   THIS ITEM WAS LEFT ON THE THIRD READING AND TABLED TO THE MAY 7, 2013 CITY COUNCIL MEETING.

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan. **This ordinance was left on the First Reading at the April 2, 2013 City Council meeting.**

   THIS ITEM WAS LEFT ON THE SECOND READING.

C. Public Hearing:

1. **Raze and Removal – 320 W. Skelton Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Celia Cazort Barton located at 320 W. Skelton Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 88-13**

D. New Business:

1. **Transportation Bond Program – New Project Recommendations:** A resolution approving a list of additional projects to be funded by the City's Transportation Bond Program.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 89-13**

2. **Protection of Buffalo National River:** A resolution to oppose the permitting and operation of the concentrated hog farm along a major tributary to the Buffalo National River.

   P**ASSED AND SHALL BE RECORDED AS RESOLUTION NO. 90-13**

3. **Repeal Ordinance No. 5576 - CI² Aviation, Inc**: An ordinance waiving the requirements of formal competitive bidding and approving a contract in the amount of $20,342.00 per month, plus upfront insurance costs, with CI² Aviation, Inc. for the provision of Air Traffic Control Tower Services for Drake Field upon the date of tower closure by the FAA, should such occur; and to repeal Ordinance No. 5576 that approved this contract to begin April 8, 2013.

   P**ASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5579**

E. City Council Agenda Session Presentations:

1. **"Recycling Economics Update" Presentation:** A presentation by Honor students from the University of Arkansas Environmental Economics class.

F. City Council Tour:

1. **May 6, 2013 5:00 PM**
   Woolsey Wet Prairie Wetlands

G. Announcements:

Adjournment: 7:58 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.

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 Meeting: Apr.. 16, 2013 **Adjourn:** 7:58 pm

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

9-0

Subject:	Nominating Committee Report – Advertising and Promotion Commission Appointment				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Tennant			
passed	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
Approved	Mayor Jordan				

8-0

City Council Meeting: Apr. 16, 2013

Subject:	Consent				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Adams			
Minutes Approved	Marsh	✓			
	Kinion	✓			
	Petty	✓			
passed	Tennant	✓			
	Schoppmeyer	✓			
	Adams	✓			
	Long	✓			
74-13 thru 87-13	Gray	✓			
	Mayor Jordan				
		8-0			

Subject:	Add: Rodgers Drive Repair				
Motion To:		Add to Agenda	2nd Read	3rd Read	Pass
Motion By:		Petty	Gray	Kinion	
Seconded:		Tennant	Kinion	Adams	
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
passed	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	Adams	✓	✓	✓	✓
	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
5578	Mayor Jordan				
		8-0	8-0	8-0	8-0

City Council Meeting: Apr.. 16, 2013

Subject:		Renaming Court Room : Fayetteville District Judge			
Motion To:		Add to Agenda	Pass		Rudy Moore
Motion By:		Long	Tennant		Courtroom
Seconded:		Gray	Marsh		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
Passed	**Tennant**	✓	✓		
	Schoppmeyer	✓	✓		
	Adams	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
73-13	**Mayor Jordan**				
		8-0	8-0		

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

City Council Meeting: Apr.. 16, 2013

Subject:	**Amend §114.02 Farmers' Market**				
Motion To:		3rd Read	Amend to the revised ordinance	Table to 5/7/13 & Send to Ord. review	
Motion By:		Petty	Petty	Kinion	
Seconded:		Gray	Adams	Gray	
B. 1 Unfinished Business Left on the 3rd Reading & Tabled to 5/7/13 City Council Meeting	**Marsh**	✓		✓	
	Kinion	✓		✓	
	Petty	✓		✓	
	Tennant	✓		✓	
	Schoppmeyer	✓		✓	
	Adams	✓		✓	
	Long	✓		✓	
	Gray	✓		✓	
	Mayor Jordan				
		8-0		8-0	

Subject:	**R-PZD 12-4284 (Park Hill at Mountain Ranch)**				
Motion To:		No Motion			
Motion By:		and Second			
Seconded:		to go to			
B. 2 Unfinished Business Left on the Second Reading	**Marsh**	the Second			
	Kinion	Reading			
	Petty	because			
	Tennant	the entire			
	Schoppmeyer	ordinance			
	Adams	was read			
	Long				
	Gray				
	Mayor Jordan				

City Council Meeting: Apr.. 16, 2013

Subject:	**Raze and Removal – 320 W. Skelton Street**				
Motion To:		Approve			
Motion By:		Gray			
Seconded:		Long			
C. 1	**Marsh**	✓			
Public	**Kinion**	✓			
Hearing	**Petty**	✓			
	Tennant	✓			
	Schoppmeyer	✓			
Passed	**Adams**	✓			
	Long	✓			
	Gray	✓			
88-13	**Mayor Jordan**				

8-0

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

City Council Meeting: Apr.. 16, 2013

Subject:	**Transportation Bond Program – New Project Recommendations**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Long			
D. 1 New Business	**Marsh**	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
passed	**Adams**	✓			
	Long	✓			
	Gray	✓			
89-13	**Mayor Jordan**				

8 0

Subject:	**Protection of Buffalo National River**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Adams			
D. 2 New Business	**Marsh**	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
passed	**Schoppmeyer**	✓			
	Adams	✓			
	Long	✓			
	Gray	✓			
90-13	**Mayor Jordan**				

8 0

City Council Meeting: Apr.. 16, 2013

Subject:	**Repeal Ordinance No. 5576 - CI² Aviation, Inc**				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Gray	Long		
Seconded:		Long	Tennant		
D. 3 New Business	**Marsh**	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
passed	**Adams**	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
5579	**Mayor Jordan**				
		8-0	8-0		

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

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: SONDRA SMITH, CITY CLERK

FROM: JASON KELLEY, ASST. CITY ATTORNEY

CC: KIT WILLIAMS, CITY ATTORNEY

RE: ADOPTED ORDINANCES AND RESOLUTIONS FROM 4/16/13 CITY COUNCIL MEETING DRAFTED BY CITY ATTORNEY'S OFFICE

DATE: APRIL 17, 2013

The following ordinances and resolutions drafted by our office were adopted at the April 16, 2013, meeting of the Fayetteville City Council:

1. **Bid #10-47 King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $44,000.00, pursuant to Bid #10-47 for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, and approving a project contingency of ten percent (10%).

2. **Police Department Donation Revenue:** A resolution approving a budget adjustment in the total amount of $2,100.00 representing donation revenue to the Police Department during the first quarter of 2013 in support of officer service awards and general recognition.

3. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of $31,783.00 representing federal and state law enforcement forfeiture revenue received through March 2013 and authorizing associated expenses.

4. **Fire Department Polaris Ranger Utility Vehicles**: A resolution approving a budget adjustment in the total amount of $7,004.00 to fund Fleet Division purchases of accessory packages for two (2) Fire Department Polaris Ranger utility vehicles.

5. **Fayetteville Executive Airport-Drake Field FBO Lease Agreement:** A resolution approving a fixed-based operations hangar lease agreement form at the current rental rate or as adjusted upward by the Airport Board for fixed-based operations hangar space rented at the Fayetteville Executive Airport-Drake Field.

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10. **Williams Tractor of Fayetteville S590 Skid Steer Loader:** A resolution authorizing the purchase of one (1) Bobcat S590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $37,505.00.

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13. **Bid #13-15 Littlefield Oil Company:** A resolution awarding Bid #13-15 and approving a contract with Littlefield Oil Company in an estimated annual amount of $1,764,000.00 to provide gasoline, diesel fuel and bio fuel for vehicles and equipment.

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19. **Rodgers Road Contractor Bid Waiver-** An ordinance waiving the requirements of formal competitive bidding and authorizing the Mayor to sign a contract with the contractor that provides the lowest quote for repair of a slope failure on Rodgers Road, and approving a budget adjustment.

20. **Honoring Judge Rudy Moore-** A resolution to thank Fayetteville District Judge Rudy Moore for his long and distinguished service to our City and our citizens and to honor Judge Moore by naming the Fayetteville District Courtroom the Fayetteville District Judge Rudy Moore Courtroom

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

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April 16, 2013

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15. **Baldwin & Shell Construction Company:** A resolution authorizing a contract with Baldwin & Shell Construction Company in the amount of $40,000.00 for construction management services, approving a $10,000.00 contingency, and approving a contractor's fee of five and one-half percent (5.5%) for construction phased services all related to construction of the Dickson Street Entertainment District parking facility.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**.** ***This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee.***

   Left on the Second Reading

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan. **This ordinance was left on the First Reading at the April 2, 2013 City Council meeting.**

   Left on the First Reading

C. Public Hearing:

1. **Raze and Removal – 320 W. Skelton Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Celia Cazort Barton located at 320 W. Skelton Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

1. **Transportation Bond Program – New Project Recommendations:** A resolution approving a list of additional projects to be funded by the City's Transportation Bond Program.

2. **Protection of Buffalo National River:** A resolution to oppose the permitting and operation of the concentrated hog farm along a major tributary to the Buffalo National River.

3. **Repeal Ordinance No. 5576 - CI² Aviation, Inc**: An ordinance waiving the requirements of formal competitive bidding and approving a contract in the amount of $20,342.00 per month, plus upfront insurance costs, with CI² Aviation, Inc. for the provision of Air Traffic Control Tower Services for Drake Field upon the date of tower closure by the FAA, should such occur; and to repeal Ordinance No. 5576 that approved this contract to begin April 8, 2013.

E. City Council Agenda Session Presentations:

1. **"Recycling Economics Update" Presentation:** A presentation by Honor students from the University of Arkansas Environmental Economics class.

F. City Council Tour:

1. **May 6, 2013 5:00 PM**
   Woolsey Wet Prairie Wetlands

G. 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.

Nominating Committee Report

Meeting: Wednesday, April 3, 2013
City Hall, Room 326, 5:00 p.m.
Members Present – Adella Gray, Justin Tennant, Rhonda Adams, and Mark Kinion

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ADVERTISING AND PROMOTION COMMISSION

The Advertising and Promotion Commissioners recommend the following appointments to the Advertising and Promotion Commission with the approval of the City Council.

- Bobby Ferrell - One Public-at-Large Term Ending 03/31/17
- Hannah Withers - One Tourism Industry Term Ending 03/31/17

Fayetteville A&P Commission
PO Box 4157
Fayetteville, Arkansas 72702

April 9, 2013

TO: Mayor Lioneld Jordan
Fayetteville City Council
Don Marr, Chief of Staff

FROM: Marilyn Heifner
Executive Director, Fayetteville Advertising and Promotion Commission

RE: Vacancies on Fayetteville Advertising and Promotion Commission for terms expiring April 1, 2016.

The Fayetteville Advertising and Promotion Commission at their March 8, 2013, regular meeting voted to appoint Hannah Withers to fill a tourism industry position on the A & P Commission. Ms. Withers is a resident of Fayetteville and a registered voter.

Also, the Commission voted to appoint Bobby Ferrell to fill the At Large position. Mr. Ferrell is a resident of Fayetteville and a registered voter.

The Commission asks for the approval of the Fayetteville City Council per state statute as follows:

26-75-605 (b)(2) Advertising and Promotion Commissions
Vacancies on the commission, whether resulting from expiration of a regular term or otherwise, in any of the four (4) tourism industry positions provided for in subdivision (a) (1) or in the at-large position provided for in subdivision (a)(3) shall be filled by appointment made by the remaining members of the commission, with the approval of the governing body of the city.

Thank you.

Added at
Agenda Session
4-19-13

AGENDA REQUEST

FOR: COUNCIL MEETING OF April 16, 2013

FROM: **Lioneld Jordan, Mayor**
Kit Williams, City Attorney

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT IN THE AMOUNT OF $20,342.00 PER MONTH, PLUS UPFRONT INSURANCE COSTS, WITH CI² AVIATION INC. FOR THE PROVISION OF AIR TRAFFIC CONTROL TOWER SERVICES FOR DRAKE FIELD UPON THE DATE OF TOWER CLOSURE BY THE FAA, SHOULD SUCH OCCUR; AND TO REPEAL ORDINANCE NO. 5576 THAT APPROVED THIS CONTRACT TO BEGIN APRIL 8, 2013

APPROVED FOR AGENDA:

City Attorney — 4-9-13 Date

Mayor — 4/9/13 Date

04-09-13P03:58 RCVD KG

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: JASON KELLEY, ASSISTANT CITY ATTORNEY

CC: KIT WILLIAMS, CITY ATTORNEY

DATE: APRIL 9, 2013

RE: STATUS OF FAA LITIGATION EFFORTS REGARDING AIRPORT TOWER

As you are probably aware, the FAA delayed its contract air traffic control tower closure decision originally scheduled for April 7, 2013, until June 15, 2013, in an announcement by FAA Administrator Michael Huerta late Friday afternoon (April 5th).

The Council authorized our office to take action to challenge the FAA's decision to close the Drake Field air traffic control tower, in concert with other airports nationwide. The Spokane Airport Board in the State of Washington filed a Petition to Review the FAA's agency decision in the United States Court of Appeals for the District of Columbia Circuit. Other airports filed identical petitions throughout the nation, including at least one in the Ninth Circuit (San Francisco) and one in the Second Circuit (New York City). Pursuant to certain federal statutes regarding multi-jurisdictional cases, a random selection was made as to which venue would hear the challenges to the FAA action. All cases were then consolidated and transferred to the Ninth Circuit on the morning of Thursday, April 4th.

The City's Motion to Intervene was in the final stages of preparation for filing when word came of the change of venue from the D.C. Circuit to the Ninth Circuit. I had originally submitted paperwork and admission fees to authorize me to file documents as an attorney in the D.C. Circuit, and the change required my filing for admission in the Ninth Circuit. Additionally, the Motion needed to be supplemented with Ninth Circuit precedent, in addition to the D.C. Circuit precedent I had previously relied upon in our legal argument. Despite these hurdles, I was able to file our Motion for Leave to Intervene on Thursday afternoon with the Ninth Circuit. Our Motion is still pending. As a side note, the D.C. Circuit offered to return admission fees filed in their court due to the circumstances.

On Friday morning April 5th, the City of Ormond Beach, Florida filed an Emergency Motion for a Stay of the FAA's decision with the Ninth Circuit requesting a hearing and ruling within a week. We anticipated this filing and were hopeful that this effort would lead to an extension of the deadline by FAA or would quickly permit

affected airports to regain air traffic control towers pursuant to court order. Within about three hours of the filing of the Emergency Motion, FAA granted the extension of its own volition.

A multitude of cities, counties and airport authorities across the nation have joined in the legal effort challenging the FAA's decision based primarily on the fact that the FAA is bound by its own regulations to perform a safety review before making a tower closure decision. The challengers allege that has not occurred.

Between now and June 15th, continuing efforts will be made to find a more permanent solution to the airport tower situation brought on by federal budget sequestration. At this point, Fayetteville has taken the action it can take. We will continue to keep a close monitor on this case and, assuming our intervention is granted, we will continue to defend the interests of Fayetteville in the Ninth Circuit.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT IN THE AMOUNT OF $20,342.00 PER MONTH, PLUS UPFRONT INSURANCE COSTS, WITH CI^2 AVIATION INC. FOR THE PROVISION OF AIR TRAFFIC CONTROL TOWER SERVICES FOR DRAKE FIELD UPON THE DATE OF TOWER CLOSURE BY THE FAA, SHOULD SUCH OCCUR; AND TO REPEAL ORDINANCE NO. 5576 THAT APPROVED THIS CONTRACT TO BEGIN APRIL 8, 2013

WHEREAS, federal budget sequestration cuts have led the Federal Aviation Administration (FAA) to announce the closure of control tower operations at Drake Field; and

WHEREAS, continued air traffic control tower services are essential to assuring maximum safety for air traffic and passengers flying through Drake Field; and

WHEREAS, the expertise and training necessary for the provision of air traffic control tower services is held by the current contract provider, CI^2 Aviation Inc.;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a contract in the amount of $20,342.00 per month, with CI^2 Aviation Inc., marked as Exhibit "A" attached hereto and made a part hereof, for the provision of air traffic control tower services for Drake Field upon the date of tower closure by the FAA, should such occur.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals Ordinance No. 5576 so that the contract attached as Exhibit "A" will supersede the initial contract because the term of service and amount of insurance payment are no longer valid because of the FAA stay of its closure order.

PASSED and **APPROVED** this _____ day of _____, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CI² Aviation, Inc.
4488 North Shallowford Rd.
Suite 200
Dunwoody, GA 30338

AGREEMENT
for
AIR TRAFFIC CONTROL SERVICE
between
THE CITY OF FAYETTEVILLE, ARKANSAS
and
CI² AVIATION, INC.

1. CONTRACT SERVICES

This Agreement is entered into as of the 16th day of April, 2013, by and between the City of Fayetteville, Arkansas, 4500 S. School Ave. Suite F, Fayetteville, Arkansas, 72701, and CI² Aviation, Inc., a Georgia corporation having offices at 4488 North Shallowford Road, Suite 200, Dunwoody, Georgia, 30338, effective as of the first day that the FAA ceases payment to CI² Aviation, Inc. to operate the Drake Field air traffic control tower.

WHEREAS, CI² Aviation, Inc. has entered into an agreement with the City of Fayetteville, Arkansas, which desires to have air traffic control services provided for the Fayetteville Executive Airport – Drake Field, Fayetteville, Arkansas. Services will be provided during operating hours, 0800 (8:00 A.M. Local) to 2000 (8:00 P.M. Local) daily at the Fayetteville - Drake Airport Traffic Control Tower (ATCT). CI² Aviation, Inc. shall provide these services by issuing pertinent NOTAM and advisories for the hours of operation of the Fayetteville - Drake ATCT.

NOW, THEREFORE, BOTH PARTIES, in consideration of the covenants and agreements of the respective parties herein contained hereby agree as follows:

2. SCOPE OF WORK

CI² Aviation, Inc. shall furnish all required personnel and labor, and will provide Air Traffic Control service, including normal weather observations, for the Fayetteville Executive Airport - Drake Field (FYV), Fayetteville, Arkansas, airport Movement Area and the airspace within the

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

designated Traffic Area as a VFR Non Federal Contract Tower (NFCT). Performance shall be in accordance with the Company and Federal Aviation Administration (FAA) standards and mandatory directives and agreements.

3. PERIOD OF PERFORMANCE AND HOURS OF OPERATION

This agreement will begin at the earliest available date of action and the hours will be from 0800L (8:00 A.M.) to 2000L, (8:00 P.M.), daily. Other additional operating hours may be provided as requested. This Agreement will be for four (4) annual periods beginning on the first day that the FAA ceases payments to CI² Aviation, Inc. to operate the Drake Field air traffic control tower.

4. REQUIREMENTS

a. The City of Fayetteville, Arkansas will complete any required coordination as necessary to utilize the FAA maintained Control Tower structure and related ATC equipment.

b. An Air Traffic Manager (ATM) shall be appointed and included in the minimum shift requirement.

c. CI² Aviation, Inc. shall employ qualified Air Traffic Controllers, to accomplish all work required for this agreement. Further, CI² Aviation, Inc. shall ensure sufficient staffing to meet operating hours of air traffic from 0800L (8 A.M. Local), to 2000L (8 P.M. Local), daily.

5. LAWS AND REGULATIONS

CI² Aviation, Inc. agrees to comply with all Federal, State, and the City of Fayetteville, Arkansas rules, regulations, laws and require its officers, agents, and employees to observe and obey the same.

6. INSURANCE

a. CI² Aviation, Inc. will provide Airport Owners' and Operators' General Liability Insurance, in the amount of $10,000,000 per occurrence at Fayetteville Executive Airport – Drake Field, Fayetteville, Arkansas. The premium will be paid in full by the City of Fayetteville, Arkansas in accordance with the payment schedule in paragraph 7.

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b. Workers' Compensation Insurance will be provided as required by state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to these services.

CI² Aviation, Inc. shall provide and maintain in force at all times during the performance of the services, insurance in compliance with the insurance requirements of the Agreement.

7. COST OF SERVICES

Insurance

Insurance Cost - Based on an annual premium of $15,000 prorated to cover the period when this contract starts through October 31, 2013.

The Premium is due and payable in advance for the first period and prior to the beginning of subsequent periods. In order to align with other CI² Aviation insurance policies this policy would renew for a full year on November 1, 2013.

The insurance policy renewal amount is subject to change annually, as determined by the Insurer.

Personnel Support Costs

The City of Fayetteville, Arkansas shall compensate CI² Aviation, Inc. for Air Traffic Control Services as follows:

First Year- $20,342 per month
Second Year- $21,359 per month
Third Year- $23,090 per month
Fourth Year- $24,244 per month

Insurance as depicted above under Insurance Costs are not included in the costs for Air Traffic Control Services, Periods 1 – 4.

8. INVOICING

a. An invoice will be presented to the City of Fayetteville, Arkansas at the end of the month

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for which services are rendered.

b. The City of Fayetteville, Arkansas shall make payment for the provisioning of air traffic control to CI² Aviation, Inc. after services occur and after receipt of invoice.

c. If payment has not been received within fifteen (15) days of services being provided and receipt of invoice, interest will accrue at 1.75 percent per month. If the invoice is not paid within thirty (30) days of having received the invoice, CI² Aviation, Inc. may terminate the agreement.

9. CI² AVIATION, INC. PAYMENT INFORMATION

Wiring Instructions will be provided by CI² Aviation, Inc. following the execution of this agreement, or mail check to the address below:

Mail Check To:
CI² Aviation, Inc.
Attn: Debra Anthony
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338

10. TERM AND TERMINATION

In the event of termination of this agreement prior to the end date, all invoices will be paid in full immediately.

Advance insurance payments will be prorated and any balance will be reimbursed.

This Agreement and all rights, duties, and obligations provided for herein shall terminate upon the earliest occurrence of any of the following:

a. For the City of Fayetteville's or CI² Aviation, Incorporated's convenience, upon thirty (30) day notice to the other party, should either party determine that it no longer desires to have or provide air traffic control services and/or funding is not available.

b. The implementation of a new or replacement FAA Contract Tower (FCT) Program at Fayetteville – Drake ATCT.

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

c. Expiration of the four-year period from the effective date of this Agreement as cited in paragraph 3 hereof.

d. The commencement, voluntary or involuntary, of proceedings in bankruptcy for one of the parties, including filing under Chapter 11 of the U.S. Bankruptcy Code.

e. Failure of the City of Fayetteville, Arkansas or CI² Aviation, Inc. to perform any of the covenants or conditions under this agreement.

11. COST OF LITIGATION

In the event of any litigation arising out of this Agreement, it is agreed that the prevailing party shall not be responsible for any cost reasonably incurred by it in prosecuting or defending against such litigation, including attorney's fees.

12. CONTRACT POINTS OF CONTACT

CI² Aviation, Inc. – Operations Headquarters

James M. Padgett
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338
404.797.0284 (mobile)
678.363.8843 (facsimile)

CI² Aviation, Inc. Point of Contact at Fayetteville - Drake ATCT, Arkansas.

Mike Bowman
Fayetteville Executive Airport – Drake Field
Attn: Airport Traffic Control Tower
437 W. Ernest Lancaster Dr.
Fayetteville, Arkansas, 72701
479.442.2182 Direct
479.659.4803 Cell for Emergencies

Notices

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

Any notice or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein.

CI² Aviation, Inc.

Michael F. Baylis, II
CEO
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia, 30338

and

Fayetteville Executive Airport – Drake Field, Arkansas

Ray M. Boudreaux
Director Aviation and Economic Development
Fayetteville Executive Airport – Drake Field
4500 S. School Ave, Suite F
Fayetteville, Arkansas 72701
Office: 479.718.7642
Fax: 479.718.7646

Confidentiality

The City of Fayetteville, Arkansas hereby agrees that all information provided by CI² Aviation, Inc. pursuant to the work and Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the City of Fayetteville, Arkansas without the written consent of CI² Aviation, Inc., except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

Entire Agreement.
This Agreement constitutes the entire, complete and final understanding and agreement between the parties concerning the subject initiative and supersede any previous understandings, commitments, or agreements, oral or written.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day and year indicated in the paragraphs above.

City of Fayetteville, Arkansas

By: _____

Signature _____

Date _____

CI² Aviation, Inc.

By: Michael F. Baylis, II

Signature _____

Date _____

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Adopted Contract with Necessary Changes Noted

Kit

Agreement between the City of Fayetteville, Arkansas, and CI² Aviation, Inc.
4/8/13

CI² Aviation, Inc.
4488 North Shallowford Rd.
Suite 200
Dunwoody, GA 30338

AGREEMENT
for
AIR TRAFFIC CONTROL SERVICE
between
THE CITY OF FAYETTEVILLE, ARKANSAS
and
CI² AVIATION, INC.

1. CONTRACT SERVICES

This Agreement is entered into as of the ~~2nd~~ 16th day of April 2013 by and between the City of Fayetteville, Arkansas, 4500 S. School Ave. Suite F, Fayetteville, Arkansas, 72701, and CI² Aviation, Inc., a Georgia corporation having offices at 4488 North Shallowford Road, Suite 200, Dunwoody, Georgia, 30338, effective as of ~~April 8, 2013~~. the first day that the FAA ceases payment to CI² Aviation, Inc. to operate the Drake Field Air traffic control tower.

WHEREAS, CI² Aviation, Inc. has entered into an agreement with the City of Fayetteville, Arkansas, which desires to have air traffic control services provided for the Fayetteville Executive Airport – Drake Field, Fayetteville, Arkansas. Services will be provided during operating hours, 0800 (8:00 A.M. Local) to 2000 (8:00 P.M. Local) daily at the Fayetteville - Drake Airport Traffic Control Tower (ATCT). CI² Aviation, Inc. shall provide these services by issuing pertinent NOTAM and advisories for the hours of operation of the Fayetteville - Drake ATCT.

NOW, THEREFORE, BOTH PARTIES, in consideration of the covenants and agreements of the respective parties herein contained hereby agree as follows:

2. SCOPE OF WORK

CI² Aviation, Inc. shall furnish all required personnel and labor, and will provide Air Traffic Control service, including normal weather observations, for the Fayetteville Executive Airport - Drake Field (FYV), Fayetteville, Arkansas, airport Movement Area and the airspace within the

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designated Traffic Area as a VFR Non Federal Contract Tower (NFCT). Performance shall be in accordance with the Company and Federal Aviation Administration (FAA) standards and mandatory directives and agreements.

3. PERIOD OF PERFORMANCE AND HOURS OF OPERATION

This agreement will begin at the earliest available date of action and the hours will be from 0800L (8:00 A.M.) to 2000L, (8:00 P.M.), daily. Other additional operating hours may be provided as requested. This Agreement will be for four (4) Annual periods ~~as follows:~~ beginning on the first day that the FAA causes payment to CI² Aviation, Inc. to operate the Drake Field Air Traffic Control Tower

Period 1 April 8, 2013 – April 7, 2014
Period 2 April 8, 2014 – April 7, 2015
Period 3 April 8, 2015 – April 7, 2016
Period 4 April 8, 2016 – April 7, 2017

4. REQUIREMENTS

a. The City of Fayetteville, Arkansas will complete any required coordination as necessary to utilize the FAA maintained Control Tower structure and related ATC equipment.

b. An Air Traffic Manager (ATM) shall be appointed and included in the minimum shift requirement.

c. CI² Aviation, Inc. shall employ qualified Air Traffic Controllers, to accomplish all work required for this agreement. Further, CI² Aviation, Inc. shall ensure sufficient staffing to meet operating hours of air traffic from 0800L (8 A.M. Local), to 2000L (8 P.M. Local), daily.

5. LAWS AND REGULATIONS

CI² Aviation, Inc. agrees to comply with all Federal, State, and the City of Fayetteville, Arkansas rules, regulations, laws and require its officers, agents, and employees to observe and obey the same.

6. INSURANCE

a. CI² Aviation, Inc. will provide Airport Owners' and Operators' General Liability Insurance, in the amount of $10,000,000 per occurrence at Fayetteville Executive Airport

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– Drake Field, Fayetteville, Arkansas. The premium will be paid in full by the City of Fayetteville, Arkansas in accordance with the payment schedule in paragraph 7.

b. Workers' Compensation Insurance will be provided as required by state and federal workers' compensation acts, the Federal Longshoremen's and Harbor Workers' Compensation Act, the Outer Continental Shelf Act and such other acts as may be applicable to these services.

CI² Aviation, Inc. shall provide and maintain in force at all times during the performance of the services, insurance in compliance with the insurance requirements of the Agreement.

7. COST OF SERVICES

when the contract starts through

Insurance

Insurance Cost - ~~$8,505~~ based on an annual premium of $15,000 prorated to cover the period ~~April 8, 2013~~ – October 31, 2013.

The Premium is due and payable in advance for the first period and prior to the beginning of subsequent periods. In order to align with other CI² Aviation insurance policies this policy would renew for a full year on November 1, 2013.

The insurance policy renewal amount is subject to change annually, as determined by the Insurer.

Personnel Support Costs

The City of Fayetteville, Arkansas shall compensate CI² Aviation, Inc. for Air Traffic Control Services as follows:

First year ~~Period 1~~ - $20,342 per month
Second year ~~Period~~ 2 - $21,359 per month
Third year ~~Period~~ 3 - $23,090 per month
Fourth year ~~Period 4~~ - $24,244 per month

Insurance as depicted above under Insurance Costs are not included in the costs for Air Traffic Control Services, Periods 1 – 4.

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

8. INVOICING

a. An invoice will be presented to the City of Fayetteville, Arkansas at the end of the month for which services are rendered.

b. The City of Fayetteville, Arkansas shall make payment for the provisioning of air traffic control to CI² Aviation, Inc. after services occur and after receipt of invoice.

c. If payment has not been received within fifteen (15) days of services being provided and receipt of invoice, interest will accrue at 1.75 percent per month. If the invoice is not paid within thirty (30) days of having received the invoice, CI² Aviation, Inc. may terminate the agreement.

9. CI² AVIATION, INC. PAYMENT INFORMATION

Wiring Instructions will be provided by CI² Aviation, Inc. following the execution of this agreement, or mail check to the address below:

Mail Check To:
CI² Aviation, Inc.
Attn: Debra Anthony
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338

10. TERM AND TERMINATION

In the event of termination of this agreement prior to the end date, all invoices will be paid in full immediately.

Advance insurance payments will be prorated and any balance will be reimbursed.

This Agreement and all rights, duties, and obligations provided for herein shall terminate upon the earliest occurrence of any of the following:

a. For the City of Fayetteville's or CI² Aviation, Incorporated's convenience, upon thirty (30) day notice to the other party, should either party determine that it no longer desires to have or provide air traffic control services and/or funding is not available.

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a new or replacement

b. The implementation of the FAA Contract Tower (FCT) Program at Fayetteville – Drake ATCT.

Expiration of the four-year period

c. Four (4) periods from the effective date of this Agreement as cited in paragraph 3 hereof.

d. The commencement, voluntary or involuntary, of proceedings in bankruptcy for one of the parties, including filing under Chapter 11 of the U.S. Bankruptcy Code.

e. Failure of the City of Fayetteville, Arkansas or CI² Aviation, Inc. to perform any of the covenants or conditions under this agreement.

11. COST OF LITIGATION

In the event of any litigation arising out of this Agreement, it is agreed that the prevailing party shall not be responsible for any cost reasonably incurred by it in prosecuting or defending against such litigation, including attorney's fees.

12. CONTRACT POINTS OF CONTACT

CI² Aviation, Inc. – Operations Headquarters

James M. Padgett
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia 30338
404.797.0284 (mobile)
678.363.8843 (facsimile)

CI² Aviation, Inc. Point of Contact at Fayetteville - Drake ATCT, Arkansas.

Mike Bowman
Fayetteville Executive Airport – Drake Field
Attn: Airport Traffic Control Tower
437 W. Ernest Lancaster Dr.
Fayetteville, Arkansas, 72701
479.442.2182 Direct
479.659.4803 Cell for Emergencies

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

Notices

Any notice or other writing required or permitted by this Agreement shall be deemed to have been sufficiently given either when personally delivered or mailed by certified or registered United States mail with postage prepaid to the individual representatives and addresses of the parties specified herein.

CI² Aviation, Inc.

Michael F. Baylis, II
CEO
CI² Aviation, Inc.
4488 N. Shallowford Rd.
Suite 200
Dunwoody, Georgia, 30338

and

Fayetteville Executive Airport – Drake Field, Arkansas

Ray M. Boudreaux
Director Aviation and Economic Development
Fayetteville Executive Airport – Drake Field
4500 S. School Ave, Suite F
Fayetteville, Arkansas 72701
Office: 479.718.7642
Fax: 479.718.7646

Confidentiality

The City of Fayetteville, Arkansas hereby agrees that all information provided by CI² Aviation, Inc. pursuant to the work and Services hereunder shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the City of Fayetteville, Arkansas without the written consent of CI² Aviation, Inc., except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided that the limitation shall not apply to any information or portion thereof, which is within the public domain at the time of its disclosure. The requirements of this provision shall survive the term of this Agreement.

The information contained in this document is for the express use of the City of Fayetteville, Arkansas and CI² Aviation, Inc. employees. It is proprietary to the City of Fayetteville, Arkansas and CI² Aviation, Inc., and is not to be disclosed outside of the City of Fayetteville, Arkansas and CI² Aviation Inc., without the express written permission of the City of Fayetteville, Arkansas and CI² Aviation, Inc.

Agreement between the City of Fayetteville, Arkansas, and CI² Aviation, Inc.
4/8/13

Entire Agreement.
This Agreement constitutes the entire, complete and final understanding and agreement between the parties concerning the subject initiative and supersede any previous understandings, commitments, or agreements, oral or written.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day and year indicated in the paragraphs above.

City of Fayetteville, Arkansas

By: Lioneld Jordan

Signature _____

Date 4/4/13

CI² Aviation, Inc.

By: Michael F. Baylis, II

Signature FOR _____

Date 4/2/13

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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
April 02, 2013

A meeting of the Fayetteville City Council was held on April 02, 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, 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.

ABSENT: Alderman Sarah Marsh

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

Mayor Jordan welcomed journalism students from Ray Minor's News Education Class at the University of Arkansas.

City Council Meeting Presentations, Reports and Discussion Items:

Nominating Committee Report – Re-approval Construction Board of Adjustment and Appeal, Jules Beck - One Alternate Member Term Ending 03/31/14.

Alderman Gray: There was a typo on the previous report. This is to correct the term end date. The term end date is March 31, 2014.

Alderman Tennant moved to approve the Nominating Committee Report. Alderman Petty seconded the motion. Upon roll call the motion passed 7-0. Alderman Marsh was absent.

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Agenda Additions:

Mayor Jordan: We received a letter about the closing of the airport tower therefore we have some additions to the agenda.

Airport Control Tower Legal Action: A resolution authorizing the City Attorney to take legal action in the United States Court of Appeals for the District of Columbia Circuit, or such other venue as deemed legally appropriate, in coordination with other airports throughout the nation, to obtain review and possible reversal of the decision of the Federal Aviation Administration to close the Airport Control Tower at Drake Field.

Alderman Gray moved to suspend the rules and add the Airport Control Tower Legal Action resolution to the agenda. Alderman Tennant seconded the motion. Upon roll call motion passed 7-0. Alderman Marsh was absent.

Don Marr, Chief of Staff: We know you do not like walk on items. Through sequestration the air traffic control tower is recommended to be closed. They are planning on closing the tower on April 7th. We have visited with Congressman Womack as well as members of the FAA administration. We have three items that we would like added to your agenda regarding this issue. All three items are related.

City Attorney Kit Williams explained why joining in a suit that is already under way is the most cost effective thing that we could do.

Alderman Tennant moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 7-0. Alderman Marsh was absent.

Resolution 61-13 as recorded in the office of the City Clerk.

CI² Aviation, Inc. Contract: An ordinance waiving the requirements of formal competitive bidding and approving a contract in the amount of $20,342.00 per month, plus upfront insurance costs of $8,505.00 with CI² Aviation, Inc. for the provision of Air Traffic Control Tower Services for Drake Field.

Alderman Petty moved to suspend the rules and add the CI² Aviation, Inc. Contract to the agenda. Alderman Adams seconded the motion. Upon roll call motion passed 7-0. Alderman Marsh was absent.

City Attorney Kit Williams read the ordinance.

Ray Boudreaux, Airport Director: Thank you for allowing us to bring this action to you. We do not like to bring things at the last minute and I know you do not like to hear them. Please accept my apologies. You have three items before you as a result of the decision by the FAA to withdraw funding from the Fayetteville Drake Tower and 149 other towers in the nation. We spent time on a conference call with Administrator Huerta and his Director of Operations. This

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action is not one that they wanted but it is one that they are implementing, as a result of a top down decision, that this is the way we are going to get to the sequester savings. All the communities want to keep their towers open and are trying to find ways to do that interimly while we find a way to get this reversed. This sequester action has caused a serious compromise of flight safety. Should the tower close, the FAA plans to strip the tower of its equipment and to close the tower permanently, and then we will have no choices.

Mr. Boudreaux explained the safety concerns at Drake Field should the air traffic control tower close.

This action was arbitrary and it compromises safety in a serious way. Flight safety is important. A lot of folks use the aviation that we have in Northwest Arkansas. We are a very condensed area and we have a lot of airports here. The FAA fully funded your tower at Fayetteville Drake Field for many years so the FAA knows that the tower is important at Drake Field. This action is not a request of the FAA believing that we don't need a tower. It is another action all together. I humbly request that you support these items.

Alderman Petty: To what extent will hiring a contractor to do the traffic control affect our budget that we approved?

Ray Boudreaux: It is completely outside of that budget.

Alderman Petty: Does this come out of the General Fund?

Don Marr: Yes. The request before you is a month to month. This is through the General Fund reserves.

Alderman Kinion: My concern is this is a quarter of a million dollars over 12 months. It is certainly a matter of importance. We have a good investment in our airport which is important for economic development. We do have to be good stewards of the tax dollars and the General Fund.

Don Marr: The request is $196,000 for the rest of this year. Our plan is to come back during the budget process, because if it has not been resolved by then, we have to make a decision about a permanent closure. It is believed that none of these will end up with 100% funded tower operations in the future. The current requirements are 80/20. A 20% match by the city. There will be a cost share portion for future tower operations. We are going to ask our Airport Board and airport management to have some discussions about how we might look at that funding.

Alderman Tennant: We are not bidding this because we do not have time to see if anyone can do it for less than $20,000 per month.

Don Marr: This is the current contractor of the tower.

Alderman Tennant: If this private company takes over because of this action that equipment will stay.

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Ray Boudreaux: Yes.

Don Marr: We had made some modifications to try to get the cost down to $20,000, one of those was the hours of operation of the tower. Currently the operation is from 6:00 a.m. to 10:00 p.m. Ray has asked for it to be from 8:00 a.m. to 8:00 p.m. because only 3% of our traffic is outside of those hours.

Ray Boudreaux: That will be 7 days a week.

Alderman Tennant: Are we locked in or is this a month to month?

Ray Boudreaux: Month to month.

Alderman Tennant: If we don't do this we can't go back.

Ray Boudreaux: Right.

A discussion followed on the tower and other towers in the area.

Ray Boudreaux: The only towers that will be left are XNA and Little Rock.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Petty: This is not an easy pill to swallow. This is the kind of surprise that we keep the reserves for. I am mostly comfortable with it. I probably would not be comfortable funding this at the same magnitude for future years. I appreciate looking at new revenue opportunities.

Mayor Jordan: I do not like this any more than you do. I do not have any choice in the matter. If we are going to keep the tower open we are going to have to pay the bill. I have a little bit of displeasure having to do this.

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

Ordinance 5576 as Recorded in the office of the City Clerk.

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Air Traffic Control Tower Closure: A resolution expressing displeasure of the City of Fayetteville with the decision of the Federal Aviation Administration to close Federal Contract Airport Control Towers, including the Air Traffic Control Tower at Drake Field.

Alderman Petty moved to suspend the rules and add the Air Traffic Control Tower Closure resolution to the agenda. Alderman Adams seconded the motion. Upon roll call motion passed 7-0. Alderman Marsh was absent.

Alderman Long moved to remove the words extreme and arbitrary from the resolution. Alderman Adams seconded the motion. Upon roll call the motion passed 7-0. Alderman Marsh was absent.

Mayor Jordan: This is about a safety issue. We have to keep the city safe.

Don Marr: Staff feels it is important that the Council be on record of not supporting the tower closure should we have an air accident, that you did everything within your power to try to resolve and deal with the situation.

Alderman Gray: This is about safety and I can not see our airport being open without air traffic control. This is what we have to do.

Alderman Gray moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman Marsh was absent.

Resolution 62-13 as recorded in the office of the City Clerk.

Consent:

Approval of the March 19, 2013 City Council meeting minutes and the March 12, 2013 Special City Council meeting minutes.

Approved

Police Gym Equipment: A resolution approving a budget adjustment in the amount of $10,000.00 to replace and purchase additional police gym equipment.

Resolution 63-13 as recorded in the office of the City Clerk.

Bid #13-18 Heckathorn Construction Co.: A resolution awarding Bid #13-18 and authorizing a contract with Heckathorn Construction Co. in the amount of $114,363.00 for the construction of a server room storm shelter at the Fayetteville Executive Airport, and approving a project contingency of $15,000.00.

Resolution 64-13 as recorded in the office of the City Clerk.

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Presidio Networked Solutions: A resolution authorizing the purchase of APC Data Center HVAC and UPS equipment from Presidio Networked Solutions, pursuant to a state procurement contract, in the total amount of $143,610.61, approving a project contingency of $10,000.00, and approving a budget adjustment in the amount of $170,887.00.

Resolution 65-13 as recorded in the office of the City Clerk.

AOS, LLC: A resolution authorizing the purchase of computer servers and a backup appliance from AOS, LLC, pursuant to a state procurement contract, in the total amount of $131,413.99, and approving a budget adjustment.

Resolution 66-13 as recorded in the office of the City Clerk.

Software House International: A resolution authorizing the purchase of a Microsoft Enterprise Agreement and subscription services, pursuant to a state procurement contract, from Software House International in the amount of $152,400.00.

Resolution 67-13 as recorded in the office of the City Clerk.

Washington County Interlocal Agreement: A resolution approving an interlocal agreement with Washington County, Arkansas for the provision of hazardous materials incident response services.

Resolution 68-13 as recorded in the office of the City Clerk.

National Center for Appropriate Technology: A resolution approving a budget adjustment in the amount of $1,359.80 recognizing grant revenue from the National Center for Appropriate Technology for printing of City Drainage Criteria Manuals.

Resolution 69-13 as recorded in the office of the City Clerk.

Walton Arts Center, Contract Parking Services: A resolution to approve an amendment to the contract for the provision of parking-related services between the City of Fayetteville, Arkansas and the Walton Arts Center Council, Inc.

Resolution 70-13 as recorded in the office of the City Clerk.

Alderman Gray moved to approve the Consent Agenda as read. Alderman Long seconded the motion. Upon roll call the motion passed 7-0. Alderman Marsh was absent.

<u>Unfinished Business:</u>

Amend §114.02 Farmers' Market: An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound

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amplification during Farmers' Market and to make other changes**. *This ordinance was left on the First Reading at the March 19, 2013 City Council meeting.***

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

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: The Chief of Staff and I met with members of the Farmers Market to discuss this and to report to them your concerns. I think we had a good meeting with them and there are some possible solutions hopefully that will comply not only with the Farmers Market desires to have more vendors but also to integrate the freedom of expression, campaign and non profits.

Don Marr explained the conversation between the City Attorney, him and the Farmers Market.

City Attorney Kit Williams: If this is going to be studied further by the City Council I do not see any reason why the spaces on Mountain Street could not be used. I do not think the way it was operated last year needs to change at this point in time while it is being studied by the City Council.

Alderman Long: Thank you for bringing this forward Matthew because there are some issues that need to be addressed. The Farmers Market needs some more space. I think there are some areas that we can improve in this ordinance. I don't think we can do that tonight. I would like to move to send the ordinance to the Ordinance Review Committee.

Alderman Petty: I would respectively request that we wait until the presentation and public comment takes place. Have there ever been any substantial changes to the ordinance other than hours or streets being added?

Lori Boatright, Farmers Market: No.

Alderman Petty: I am happy that we all find the Farmers Market so important. The Farmers Market is the economic driver. In the thirty years that the Market has been allowed by this ordinance only minor changes have been made. Last year it was voted number one in the nation. In my opinion refusing to support the expansion of the Market that has done so much good, because their plans to integrate groups are not exactly as you would do them, begs a question. Do you think the Market functions poorly now and if so where is your leadership?

Alderman Gray: Closure of Mountain is only on Saturday and is that in the ordinance?

City Attorney Kit Williams: That is correct.

Alderman Adams: A change does not mean that we think the Market performs poorly now. It means that we support or do not support the closing of a street that is currently not closed. That

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is a change that I think the City Council does have the responsibility to consider. It is a city street and that is why I believe it is good for the Council to look at this very seriously. It does not mean that I do not think the Market is valuable or performs well.

Alderman Tennant: I do not think this is a knock on the current management of the Farmers Market. When you want to make a permanent change I think of it as a much longer term situation. At some point the management of the Farmers Market is going to change, this Council is going to change and what you set in place needs to be carefully thought out if you are going to change something. I respect Alderman Petty's passion and respect his opinion on this but I think when you make a permanent change to anything it does not hurt to dig into it a little more.

Lori Boatright explained their request for more space and showed a map with the proposed location of different groups.

Alderman Adams asked if the business owner on Mountain Street was contacted.

Lori Boatright: The property owner yes, the business owner no.

There was a discussion about the map that was presented and the different spaces on the map.

Alderman Kinion: This is a nice operational plan but it is not stated in the ordinance. To say either you support the Farmers Market by supporting this and you do not support the Farmers Market if you do not support this is not a reasonable argument to me. We need to have an ordinance that allows everyone that has a voice in this wonderful operation to be allowed to be part of that. That is what I hope we can come up with by moving this to ordinance review.

Alderman Adams: We did not receive this until about 5:00 p.m. so there are others that have not seen it. I am a big supporter of the Farmers Market. I think we need buy in from the restaurant owner and the people that are involved. We are talking about closing a street and that is a long term decision.

Alderman Gray: The Farmers Market is very important to me. I think this ordinance is totally appropriate. I want it to be the very best and one that we all work together on. I think the reason that we received the number one market last year was not just what we did last year but what we have been doing for forty years. There were some changes that were made last year that were not good and those things do not need to continue to happen. The only way we can make sure those don't continue to happen is to have them in an ordinance. I think this needs to go to ordinance review.

City Attorney Kit Williams: Hundreds of thousands of dollars was spent by City Councils in order to rebuild and widen the sidewalks, build the rock walls around the square so that people visiting the Farmers Market would have place to sit and to make the fountain another attraction. Money has been invested into the square gardens to make it look good partly for the Farmers Market. I think City Councils from way back have been supportive and worked hard to try to help the Farmers Market attain its number one status. I have been to farmers markets all around the country and this is by far the number one.

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Marcy Benham, Board of Ozark Slow Food: We promote local foods. The Market has done very well for itself in the forty years that it has been in business. I feel if it is not broke don't fix it. I buy the majority of my food at the Farmers Market. There are many benefits to buying food locally. There are not enough spaces at the Farmers Market. The more producers that we can put in place at the Farmers Market the better it is for our local economy. I encourage you to approve the ordinance.

Jim Morgan, Farmers Market farmer: I think this is a special market. It takes a lot of investment to get ready for the Farmers Market. I like the idea of going ahead with the ordinance and letting the Farmers Market work the way it has been working. We need free speech but we need a way to regulate how that happens.

Mayor Jordan: It is my understanding that we have an ordinance in place already.

City Attorney Kit Williams: Yes, we do.

Mayor Jordan: The only decision before the Council is the closing of Mountain Street.

City Attorney Kit Williams: It is this whole amendment. There are several things that are changed in this.

Mayor Jordan: It would bring changes to the ordinance that is in place right now.

City Attorney Kit Williams: That is correct.

Alderman Kinion: We have an ordinance in place, it is working, and we have great management. It is a good situation and by taking it to ordinance review we are actually keeping everything that makes it good and protecting everything that makes it good and making sure it is inclusive and embraces a broad element that makes our Farmers Market excellent. I think it is important to go to ordinance review and it is not in any way trying to inhibit any activity that is currently happening in our Farmers Market.

Alderman Petty: The City Council is in charge of deciding who gets control of our public land. The reason Mountain Street is closed is because of executive action, which is an option that remains available even if this proposal was passed as is. I think fundamentally it is a mistake for us to mandate exactly where non profit groups have to go when we have that option of executive action. With the ordinance as is, a simple expansion in my opinion makes the most sense.

Alderman Long moved to send the ordinance to the Ordinance Review Committee. Alderman Adams seconded the motion. Upon roll call the motion passed 6-1. Alderman Petty voting no. Alderman Marsh was absent.

This ordinance was left on the Second Reading and sent to the Ordinance Review Committee.

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New Business:

RZN 13-4310 (N. of the Intersection of N. Gregg Ave. and W. Van Asche Dr./Haas Hall): An ordinance rezoning that property described in rezoning petition RZN 13-4310, for approximately 17.28 acres, located north of the intersection of North Gregg Avenue and West Van Asche Drive from C-1, Neighborhood Commercial to P-1, Institutional.

City Attorney Kit Williams read the ordinance.

Alderman Schoppmeyer: I am the founder and superintendent of Haas Hall Academy, the entity that will purchase that property and inhabit that property so I will recuse myself from the vote tonight.

Jeremy Pate, Development Services Director gave a brief description of the rezoning. The Planning Commission recommended this with a vote of 7-0. Staff is supportive of this request.

Alderman Gray: I think the Haas Hall Academy has proven itself to be a fine school. I look forward to them having a nice building with the things they want. I have friends that have students that go there and have been very pleased.

Alderman Tennant: Any educational opportunities or alternatives are good for our city from a recruitment standpoint and economic development standpoint. I am in support.

Alderman Kinion moved to suspend the rules and go to the second reading. Alderman Adams seconded the motion. Upon roll call the motion passed 6-0. Alderman Schoppmeyer recused. Alderman Marsh was absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant moved to suspend the rules and go to the third and final reading. Alderman Adams seconded the motion. Upon roll call the motion passed 6-0. Alderman Schoppmeyer recused. Alderman Marsh was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Schoppmeyer recused. Alderman Marsh was absent.

Ordinance 5577 as Recorded in the office of the City Clerk.

R-PZD 12-4284 (Park Hill at Mountain Ranch): An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing

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approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

City Attorney Kit Williams read the ordinance.

Jeremy Pate: The applicant contacted staff yesterday afternoon and requested this item be tabled. We recommend it be left on the first reading.

This ordinance was left on the First Reading

AR Rahim Metal Trading, Inc. (Tyson Building Demolition): A resolution approving a contract with AR Rahim Metal Trading, Inc. in the net amount of $84,199.05 for the sale and removal of the Tyson Building on Huntsville Road.

David Jurgens, Utilities Director: Part of the land sale agreement was to remove this structure. Our original assumption was that we would have to pay approximately $155,000 to remove the building. Purchasing staff came forward with the idea of putting this up to auction. Through that auction we now have a bid for $91,000 to remove the structure. The contractor will pay us $91,000 for that removal. This will save the city approximately $250,000. It will also ensure that all products that are removed from the structure that can be put to any beneficial purpose will be put to that beneficial purpose. This was a very innovative concept that came forward and has served our citizens very well.

City Attorney Kit Williams: Kum and Go agreed to a second amendment to the land sale agreement to give us enough time so that we are able to do this. This is a very good deal for our taxpayers. I want to congratulate David Jurgens, Peggy Vice and the Purchasing staff for coming up with this idea and making it work.

Mayor Jordan: Well done.

Alderman Gray moved to approve the resolution. Alderman Tennant seconded the motion. Upon roll call the resolution passed 7-0. Alderman Marsh was absent.

Resolution 71-13 as recorded in the office of the City Clerk.

Casey's Appeal: A resolution to grant the appeal and approve a Large Scale Development (LSD-4295) for Casey's General Stores, Inc.

Jeremy Pate gave a brief description of the proposed project. He stated the large scale development was denied by the Planning Commission by a vote of 5-3 based on two primary issues, the tree preservation ordinance and the variance to allow for a curb cut access on Wedington Drive. Looking at safety and traffic congestion as part of our large scale development process is important. This one is important because it is near an on ramp and off ramp. In this particular case we have a safety concern. The traffic engineer recommended a

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raised medium island on the west side of Futrall Drive intersection creating a right in and right out driveway for the development. The Arkansas Highway and Transportation Department expressed concern about having any access whatsoever. Our recommendation would be either no access point if there are no improvements to the roadway or a right in, if there was an actual vertical impediment to turning left to physically prohibit left turning vehicles into the site. The tree preservation plan is the second item of concern, staff is not recommending in favor.

Megan Dale, Urban Forrester gave a brief description of the tree preservation for the proposed project. She stated the plan has been revised and the applicant is saving 5.4%. We are recommending building a small retaining wall around tree 10 and 11. Staff is recommending approval of this plan with a condition of approval to build a retaining wall to protect tree 10 and 11.

Alderman Kinion moved to amend the resolution and add language about building a retaining wall. Alderman Gray seconded the motion. Upon roll call the motion passed 7-0. Alderman Marsh was absent.

Jeff Bates, Engineer for Casey's General Store stated we are okay with the retaining wall to save the trees. The Highway Department is not going to let us put a median in the highway. We have done just about everything we can do.

Mayor Jordan: Do you see any way we can make this work without the median?

Jeremy Pate: Not safely.

Alderman Long: I spoke to the City Attorney and it is Arkansas State law that if they own this property on Futrall and Wedington we can not eliminate their access to Wedington because that would be an inverse condemnation of land. I think they have done a lot. I do not see a lot of people coming across the freeway to get gas. Currently for people to fill their cars to get to work they have to go across the bypass get their fuel and come back across which adds to the problem of traffic congestion.

Alderman Kinion: The calls I received about this were in support of this. People currently are going over the bridge and coming back around the bridge. Safety is a concern but if it is a right in and right out I believe it could be managed. There seems to be support in the neighborhood to have something on the east side of I-540. This is very tough but I think I will support it.

Jeremy Pate: This is just a right in not a right in and right out. This is a use that is supported. Removing this access does not prevent that from happening. You just have to go 180 feet further to take a right into the site.

Alderman Kinion: I pointed that out to some of the individuals and they said it still gets backed up and they would have the opportunity to take a right in and not have to wait for the stop light. They think the right in could actually relieve some of the congestion.

UNOFFICIAL

A discussion followed about the access to the Kum and Go at MLK and access to the proposed project.

City Attorney Kit Williams explained the ingress and egress property rights. He also stated if there are no safe locations it can be limited to a right turn only and you can possibly deny it but there is some potential exposure if this devalues that property. I think the developer has made a good faith effort to have a safe right in only access.

A discussion followed on the speed limits in the area.

Don Marr: This interchange is one of the scheduled interchanges to be improved through the State Highway sales tax proposal. You might want to have strong input in that design.

David Erstine, CBRE real estate firm representing the property seller stated this is the second buyer she has been under contract with and all interest from potential buyers pertains to having access on to Wedington.

Alderman Gray moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 7-0. Alderman Marsh was absent.

Resolution 72-13 as recorded in the office of the City Clerk.

City Council Agenda Session Presentations: None

City Council Tours:

April 8, 2013 5:00 PM
Westside Wastewater Treatment Plant

May 6, 2013 5:00 PM
Woolsey Wet Prairie Wetlands

Announcements:

Adjournment: 8:07 p.m.

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

UNOFFICIAL

Added at the City Council Meeting 4-16-13

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Chris Brown CB	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

An Ordinance waiving the requirements of competitive bidding and authorizing the Mayor to sign a contract with the contractor that provides the lowest quote for repair of a slope failure on Rodgers Drive.

$ 250,000.00		
Cost of this request	Category / Project Budget	Program Category / Project Name
4470, 9470, 5309,00		
Account Number	Funds Used to Date	Program / Project Category Name
13029	$ -	Sales Tax Capital
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [x]

Department Director — Date: 04-16-2013

City Attorney — Date: 4-16-13

Finance and Internal Services Director — Date: 4-16-2013

Chief of Staff — Date: 4-16-13

Mayor — Date: 4/16/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-16-13 P02:32 RCVD Kim G.

Received in Mayor's Office ENTERED 4/16/13

Comments:

Revised January 15, 2009

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

Council Meeting of April 16, 2013

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Terry Gully, Transportation Services Director

From: Chris Brown, City Engineer CB

Date: April 15, 2013

Subject: Bid Waiver for Repairs to Rodgers Drive

PROPOSAL:

Recent rainfall has aggravated an ongoing problem with the slope stability on the north side of the Rodgers Drive water tanks. As a result of the slope failure, a portion of Rodgers Drive has been compromised. The south side (east bound lane) of Rodgers Drive has settled and is gradually sliding down the hill. For many homes in this area, Rodgers Drive is the only means of ingress and egress.

Earlier this week Engineering Staff met with GTS, Inc. onsite and requested a proposal to provide a geotechnical design for the repair of this slope failure. These services will include taking borings at various locations throughout the project to sample the soils and to determine the depth to bedrock (if less than 10 feet). These soil samples will then be analyzed in the GTS lab to determine the structural characteristics and limits. This data will enable GTS to provide a retaining wall design for this repair project.

Once the design is complete, a contractor will be hired to construct the repairs. In order to expedite this hiring process, a waiver of the requirements of competitive bidding is requested.

RECOMMENDATION:

Staff recommends approval of an ordinance waiving the requirements of competitive bidding and authorizing the Mayor to sign a contract with the lowest bidder from a minimum of three bids.

BUDGET IMPACT:

The attached budget adjustment identifies the source of funds for the project. The preliminary estimate for the work is $250,000.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH A CONTRACTOR PROVIDING THE LOWEST PRICE QUOTE FOR REPAIR TO A SLOPE FAILURE ON RODGERS DRIVE, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, recent rainfall has aggravated ongoing problems with slope stability on the north side of the Rodgers Drive water tanks, and

WHEREAS, as a result of slope failure a portion of Rodgers Drive has been compromised, and

WHEREAS, timing of this repair is critical and in order to expedite the hiring process, a waiver of the requirements of competitive bidding is appropriate,

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and authorizes the Mayor to sign a contract with a contractor providing the lowest price quote for repair to a slope failure on Rodgers Drive.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, attached as Exhibit "A", recognizing revenue from letters of credit.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED: ATTEST:

By: _____ By: _____

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

City of Fayetteville, Arkansas
Budget Adjustment Form

V12.0724

Budget Year	Division: Citywide Department: Citywide	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

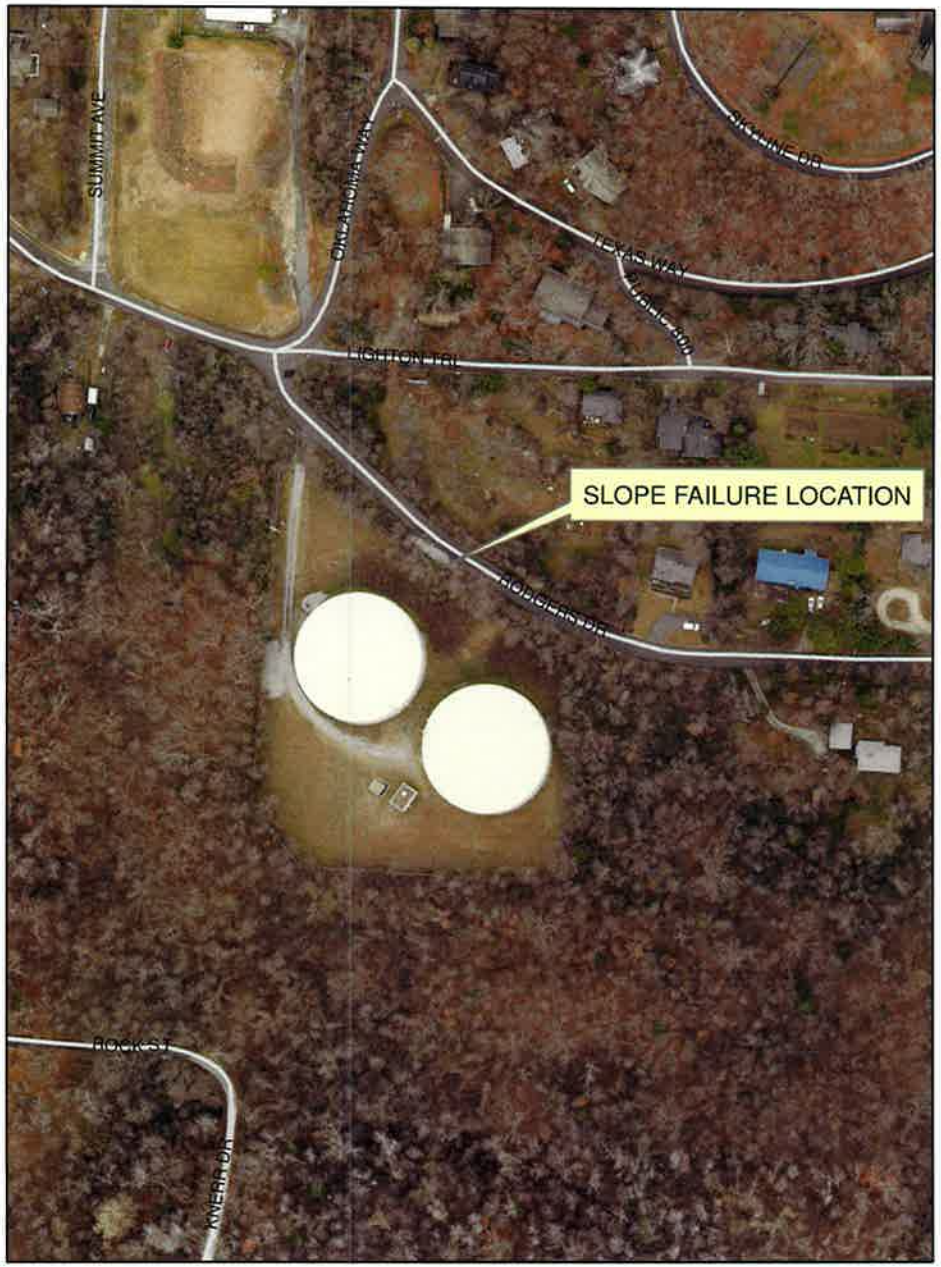
Rodgers Drive is experiencing a sliding hillside and is in need of emergency repair.

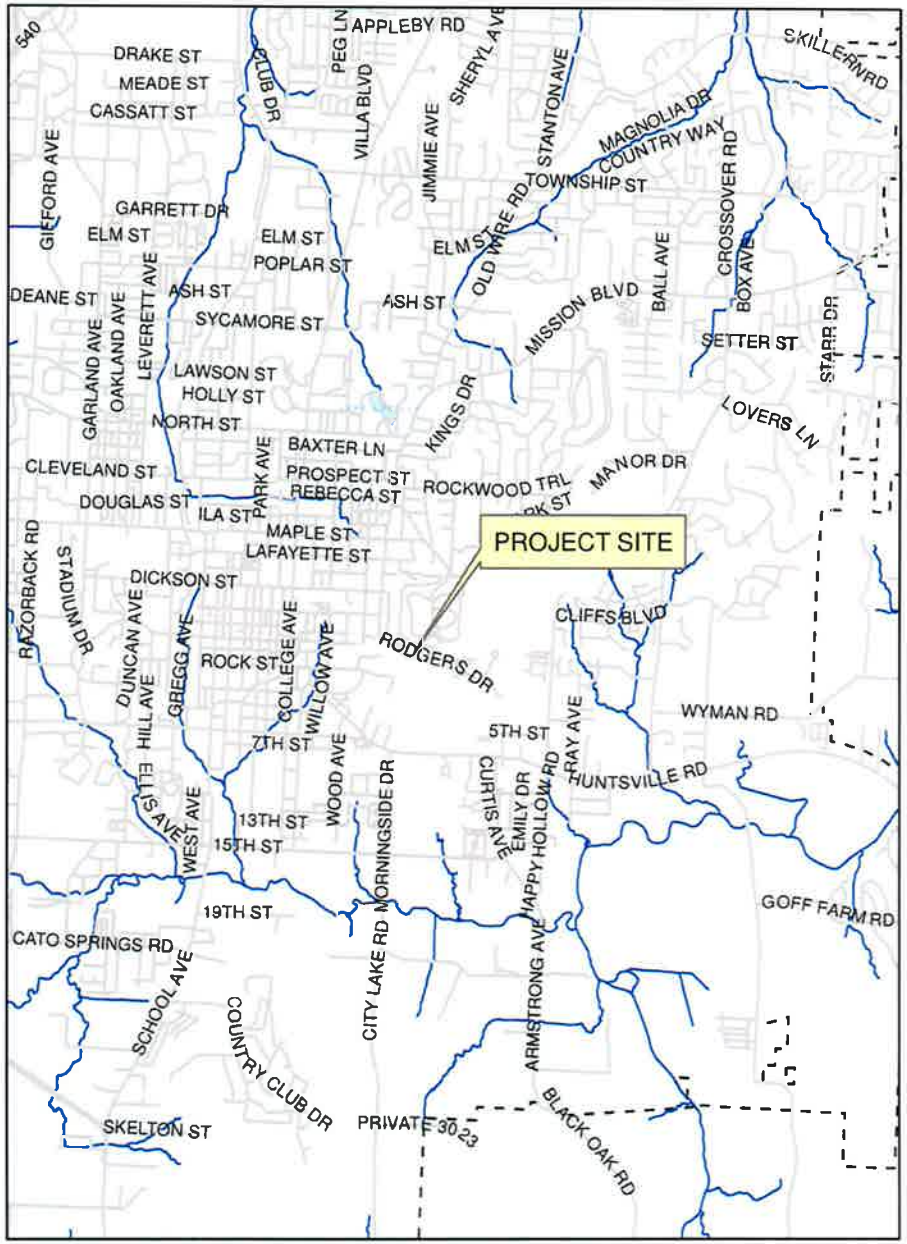
Division Head	Date	Prepared By:	Fell, Barbara
Budget Director	4-16-2013 Date	Reference:	
		Budget & Research Use Only	
Department Director	Date	Type: A B C D E P	
Finance Director	4-16-2013 Date	General Ledger Date	
Chief of Staff	4/16/13 Date	Posted to General Ledger	Initial / Date
Mayor	4/16/13 Date	Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 250,000 250,000

Account Name	Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Street improvements	4470.9470.5809.00	250,000	-	13029 . 1
Use of fund balance	4470.0947.4999.99		250,000	.
				.
				.

EXHIBIT A





N
W E
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1 inch = 200 feet

RODGERS DRIVE SLOPE REPAIR

Handed out at the 4-16-13 City Council Meeting

AGENDA REQUEST

Added at the City Council Meeting 4-16-13

FOR: COUNCIL MEETING OF April 16, 2013

FROM:

Kit Williams, City Attorney
Casey Jones, City Prosecutor

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO THANK FAYETTEVILLE DISTRICT JUDGE RUDY MOORE FOR HIS LONG AND DISTINGUISHED SERVICE TO OUR CITY AND OUR CITIZENS AND TO HONOR JUDGE MOORE BY NAMING THE FAYETTEVILLE DISTRICT COURTROOM THE FAYETTEVILLE DISTRICT JUDGE RUDY MOORE COURTROOM

APPROVED FOR AGENDA:

4-11-2013

City Attorney — Date

4/11/2013

City Prosecutor — Date

04-11-13 A11:21 RCVD

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: Don Marr, Chief of Staff
Paul Becker, Finance Director
Casey Jones, City Prosecutor

FROM: **Kit Williams, City Attorney**

DATE: **April 11, 2013**

RE: Possible naming of the Courtroom in the District Court – Prosecutor Building

I have sad news to report about our long serving Fayetteville District Judge Rudy Moore. I have just been informed that he died at his home surrounded by his family. All of us wish to express our deepest sympathy to Judge Moore's family. Prior to his death, I had prepared this memo and a proposed Resolution for your consideration at the next City Council meeting. I had hoped that Judge Moore could have survived long enough to hear our thanks for his long and distinguished service to our City and citizens.

Judge Rudy Moore's distinguished and honorable service is probably the longest for any Fayetteville Municipal Judge. He was initially appointed Fayetteville Municipal Judge by Governor Bill Clinton on January 2, 1991. He was so respected that he has never had an election opponent during his many terms of office. He was very active in the design of the Fayetteville District Courtroom when the new Fayetteville District Court- Prosecutor Facility was constructed a few years ago. His excellent design and furnishing of the Fayetteville District Courtroom helped create one the most elegant and functional district courtrooms in the state.

Judge Moore gave the oath of office to every member of the City Council since our government was changed from City Manager to Mayor/Council in 1992. He has sworn in all three Mayors, all four City Clerks, and both City Attorneys.

Many of us have fond memories the dignity and honor that Judge Moore brought to those ceremonies that are celebrations of democracy.

I believe that it would be fit and proper to name the Fayetteville District Courtroom in honor of Judge Moore for his long and distinguished service and for his creative efforts in designing the courtroom. I believe that it should be formally named the: "Fayetteville District Judge Rudy Moore Courtroom" and that a large photograph (possibly a reproduction of Judge Moore's 2010 Washington Bar decennial photo) be prominently and permanently displayed in the Courtroom.

I have prepared a Resolution to express the City's and City Council's respect and admiration of Judge Rudy Moore and our thanks for his long and distinguished service to Fayetteville. The second section would officially name the Fayetteville District Courtroom in honor of Judge Rudy Moore.

If a member of the City Council or the Mayor wishes to allow this proposed Resolution onto the Agenda for the meeting of April 16th, he or she would need to move to suspend the rules to place this Resolution on the Agenda for action. Any member of the City Council who does not believe that the Courtroom be named in honor of Judge Moore would simply need to amend the Resolution by deleting the second section.

RESOLUTION NO. _____

A RESOLUTION TO THANK FAYETTEVILLE DISTRICT JUDGE RUDY MOORE FOR HIS LONG AND DISTINGUISHED SERVICE TO OUR CITY AND OUR CITIZENS AND TO HONOR JUDGE MOORE BY NAMING THE FAYETTEVILLE DISTRICT COURTROOM THE FAYETTEVILLE DISTRICT JUDGE RUDY MOORE COURTROOM

WHEREAS, Judge Rudy Moore has ably and honorably served as the Fayetteville Municipal Judge and then the Fayetteville District Court Judge for over 22 years, and

WHEREAS, the Fayetteville City Council wishes to express its deep respect, admiration and affection for Judge Moore and express its thanks and the appreciation of all of Fayetteville's citizens to Judge Moore for his long and distinguished career as our District Court Judge, and

WHEREAS, Judge Moore took an active part in the design and furnishing of the Fayetteville District Courtroom (where he has presided ever since its construction) and thereby helped create one of the most elegant and functional district court courtrooms in the State.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby thanks Fayetteville District Judge Rudy Moore for his over 22 years of distinguished service to the City and Citizens of Fayetteville.

Section 2: That the City Council of the City of Fayetteville hereby names the Fayetteville District Court Courtroom in honor of Judge Moore as the "Fayetteville District Judge Rudy Moore Courtroom."

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Handed out at the 4-16-13 City Council meeting. 4:45 p.m.
amendment at the City Council meeting 4-16-13

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO AMEND THE USE OF PARKING SPACES ON THE SQUARE ON SATURDAYS, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET WITH A SPECIAL EVENT PERMIT AND TO MAKE OTHER CHANGES

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 §114.02 **Farmers' Market** *(A) Establishment, location and parking restrictions* of the Fayetteville Code by repealing it in its entirety and enacting a replacement (A) as shown below:

> "(A) *Operation of the Farmers' Market on the Square.* The nonprofit Rural Mountain Producers Exchange is authorized to continue to operate the Farmers' Market on the Fayetteville Square in conformance with the following conditions. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for governmental communications, free speech and acoustic music purposes. No sound amplification may be used unless approved by the City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby moves and renames Section 114.02 (B) to (C), moves and renames Subsection (C) to (D), moves and renames Subsection (D) to (E), and repeals Subsection (E) in its entirety.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby enacts a replacement subsection (B) as follows:

"(B) *Expanded Saturday use of the Square.*

(1) All streets closed. The exterior parking spaces for all streets around the Square: East, Center, Block and Mountain shall be available for vendors as assigned by the Rural Mountain Producers' Exchange management by closing all four streets to non-vendor vehicular traffic. Vendors using large commercial delivery vehicles, such as box trucks, shall either be located on the interior parking spaces around the Old Post Office Building or park their vehicles outside the designated market area to maintain storefront visibility. The Rural Mountain Producers Exchange management may leave Center Street or Block Avenue open to through traffic if there is an insufficient number of vendors to fill the north side parking spaces of Center Street or the west side of Block Avenue. The requirements of this subsection shall not apply to Center Street when it remains open to through traffic. No vendor parking is allowed on the west side of Block Avenue, except for food trucks which shall be limited to the southern most and northern most parking spaces.

(2) Pedestrian aisles. To facilitate the flow of pedestrians between storefronts and the streets, midblock pedestrian aisles of at least five feet in width shall be maintained on both sides of each closed street. On the west side of East Avenue, the Old Post Office access easement shall be such an aisle. On the south side of Mountain Street, the opening into the Town Center Plaza shall be used for the aisle.

(3) Exhibition spaces. A minimum of twenty eight (28) feet on either side of each closed street shall be set aside and managed by the Rural Mountain Producers Exchange management as exhibition space for nonprofit entities. The Exchange management shall make available an online form for the reservation of exhibition space on a first-come, first-served basis. No vehicles may be parked within exhibit spaces. Unclaimed exhibition space shall be managed by the Rural Mountain Producers Exchange management and may be used by store owners for sidewalk sales, as temporary seating or by market vendors.

(4) Prepared food vendors. Vendors serving prepared food for consumption at the Farmers' Market shall not be located directly in front of any restaurant storefront without the written permission of the restaurant owner.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby amends section 114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (H) *Dogs on the Square during the Farmers' Market* as follows:

> *(H) Dogs on the Square during Farmers' Market.* The presence of properly leashed and socialized dogs shall be allowed on the Square during Farmers' Market. Each person with a leashed dog shall have on their person a plastic bag which must be used immediately by the dog's handler or owner to remove any and all feces from their dog. Such bag must be immediately shown to any Fayetteville Animal Control Officer or Police Officer when requested. If a dog damages any vendor's produce or product, the owner or handler shall immediately pay the full value to the vendor for such damaged produce or product. Any unprovoked dog that acts aggressively toward other dogs or provokes other dogs, and any dog that growls or acts aggressively toward any person shall immediately be removed from the entire Square area by its owner or handler and never returned until properly socialized not to be aggressive to humans, dogs or other animals. A Fayetteville Animal Control Officer or Police Officer can order any owner or handler to immediately remove a dog from the Farmers' Market area if in their opinion the dog is not properly socialized or is otherwise a safety or other type of problem. Failure to obey such lawful orders or any other violation of any provision of this subsection can be punished by a fine of up to $250.00.

Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (I) *Annual Report to City Council* as follows:

> "(I) *Annual report to City Council.* The Rural Mountain Producers Exchange shall present its annual written report and answer questions about the operation and revenues received and expended in the Rural Mountain Producers Exchange to the City Council during its first meeting in March of each year. This written report shall include year-to-year changes in gross revenues and expenditures and the portion of revenue that is used for administrative overhead, and not actual sales numbers. It shall also provide this same information relative to its operation on any other City property such as the Botanical Gardens at the Lake Fayetteville Park. This information will not be combined, but differentiated between the Square and other locations. The Rural Mountain Producers Exchange shall publish a map of the Square showing the locations of vendor and nonprofit exhibit spaces and provide for online reservation for nonprofits.

Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (J) *Fees* as follows:

> "(J) *Vendor Fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except with a vote of its full membership.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Handed out at the 4-16-13 City Council meeting
10:00 am

Summary re: Farmers' Market expansion

For safety

- Block Ave will be closed to traffic this season. Center St probably closed in 2014.
    - Right-turns would still be allowed at each corner of the square.
    - When a street closes, the Market can use the parking spaces on both sides of the street.

More space for everyone

- Vendors and nonprofit/social groups both get more space (about 37% more each).
- Today, about 11% of all space is reserved for nonprofits/social groups. That ratio is maintained.
    - I call that space *exhibition space*.
- Exhibition space is allocated equally to each street that is closed to traffic.
- More space for guest vendors (face painting, weaving, etc), musicians, and performance troupes.

For the brick and mortar businesses

- Sidewalk sales are allowed, and the Farmers' Market will do cross-promotion for the businesses.
- Lines of sight from the street to the stores are maintained by limiting vehicle locations. On Block Ave, no vehicles will be parked in front of storefronts.
    - Tents are raised high enough so that passersby can see underneath them from the street and observe the activity on the sidewalk, drawing them closer to storefronts and sidewalk sales.
- Midblock pedestrian aisles facilitate pedestrian flow between sidewalks and the streets.

Dogs

- Dog lovers will have a right to bring their dogs.
- Owners must carry plastic bags and are responsible for their dogs' actions (they have to pay the vendor if their dog damages merchandise).

Annual reporting and other information

- A map shall be published online which shows the location of vendor and exhibition spaces.
- The Farmers' Market will put a form for reserving exhibition spaces on their website.
- The Farmers' Market must give an annual report on changes in revenue/expenses, growth plans, etc to the City Council at their first March meeting of each year, for each of the markets located on City property.

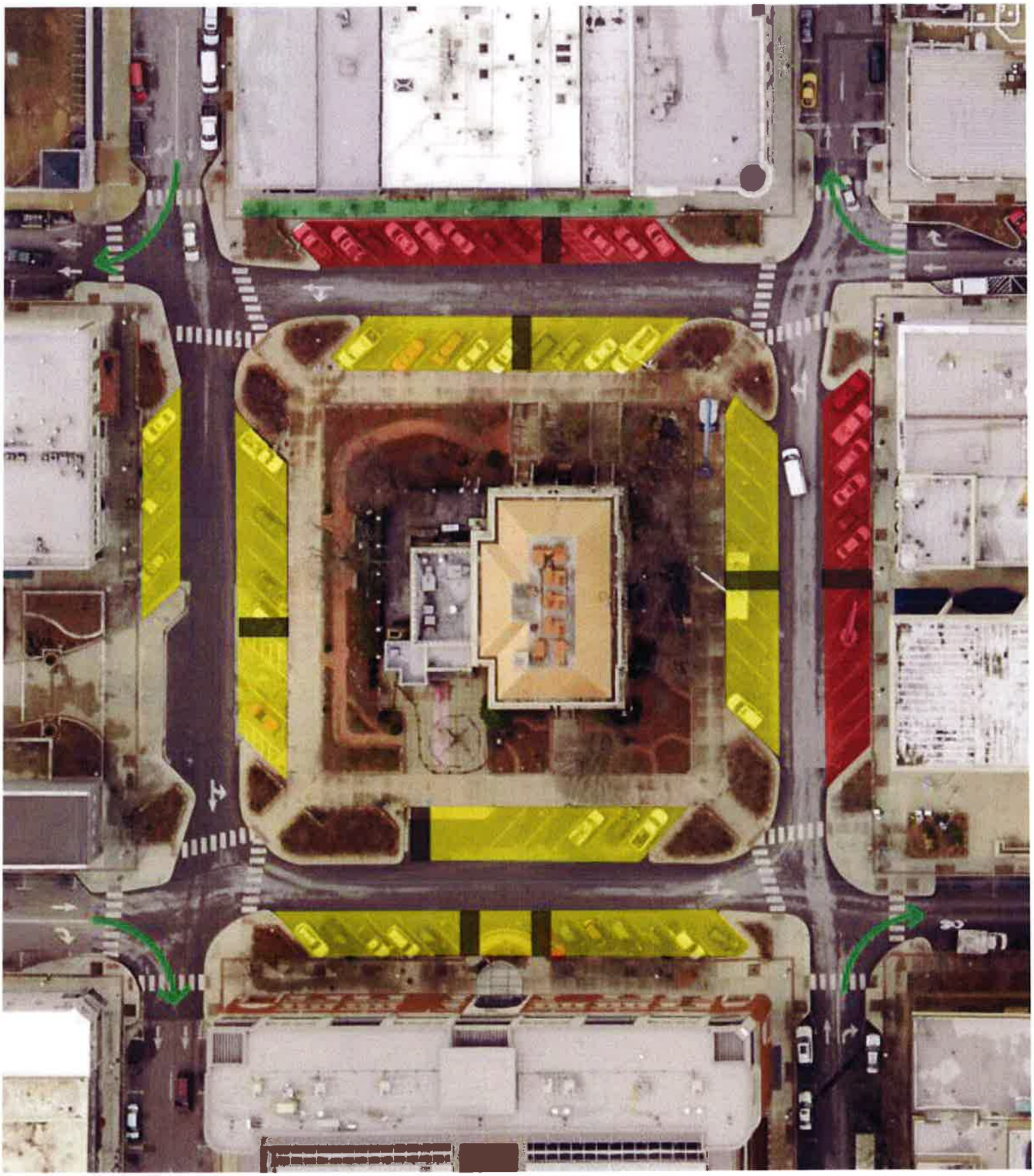
City Council control of vendor fees

- The City Council repeals the government-mandated level of vendor fees but makes it law

that vendor fees can only be adjusted by a membership vote of the Rural Mountain Producers Exchange Board. Note: Any future City Council may reimpose a vendor fee with a new ordinance.

- The annual reports will give the Council an opportunity to review the management practices of the Market, have input on growth plans, and ample time to consider attendant legislation, if any.

For illustrative purposes only



	Current scenario	Proposed scenario	Increase	% Increase
Vendor frontage	666	918	252	37.84%
Exhibition frontage	82	112	30	36.59%

*Units in linear feet.

Gross frontage	1060	
Net usable frontage	1030	(Accounts for new pedestrian aisles)
Currently used frontage	748	
Net increase in used frontage	27.38%	

Percentage of space reserved for exhibitors	10.96%	10.87%

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO AMEND THE USE OF PARKING SPACES ON THE SQUARE ON SATURDAYS, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET WITH A SPECIAL EVENT PERMIT AND TO MAKE OTHER CHANGES

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Section 6: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (I) *Annual Report to City Council* as follows:

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Section 7: That the City Council of the City of Fayetteville, Arkansas hereby enacts section 114.02 (J) *Fees* as follows:

"(J) *Vendor Fees.* The Rural Mountain Producers Exchange shall not adjust the fees it charges to vendors except with a vote of its full membership.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
April 16, 2013

A meeting of the Fayetteville City Council will be held on April 16, 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 April 02, 2013 City Council meeting minutes.

2. **Bid #10-47 King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $44,000.00, pursuant to Bid #10-47 for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, and approving a project contingency of ten percent (10%).

3. **Police Department Donation Revenue:** A resolution approving a budget adjustment in the total amount of $2,100.00 representing donation revenue to the Police Department during the first quarter of 2013 in support of officer service awards and general recognition.

4. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of $31,783.00 representing federal and state law enforcement forfeiture revenue received through March 2013 and authorizing associated expenses.

5. **Fire Department Polaris Ranger Utility Vehicles**: A resolution approving a budget adjustment in the total amount of $7,004.00 to fund Fleet Division purchases of accessory packages for two (2) Fire Department Polaris Ranger utility vehicles.

6. **Fayetteville Executive Airport-Drake Field FBO Lease Agreement:** A resolution approving a fixed-based operations hangar lease agreement form at the current rental rate or as adjusted upward by the Airport Board for fixed-based operations hangar space rented at the Fayetteville Executive Airport-Drake Field.

7. **Airport Hay Field Lease Agreement:** A resolution approving a two (2) year extension to the airport hay lease with Donnie Sams of West Fork, Arkansas to facilitate participation in a USDA Natural Resource Conservation Service Environmental Quality Incentive Program.

8. **Amend Resolution 54-13:** A resolution amending Resolution No. 54-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Transportation Division.

9. **Amend Resolution 55-13:** A resolution amending Resolution No. 55-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Solid Waste Division.

10. **Bid #12-38 MHC Kenworth of Springdale:** A resolution authorizing the purchase of one (1) Kenworth T800 semi truck tractor pursuant to Bid #12-38 from MHC Kenworth of Springdale in the amount of $114,715.00, and approving a budget adjustment.

11. **Williams Tractor of Fayetteville S590 Skid Steer Loader:** A resolution authorizing the purchase of one (1) Bobcat S590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $37,505.00.

12. **Williams Tractor of Fayetteville T590 Skid Steer Track Loader:** A resolution authorizing the purchase of one (1) Bobcat T590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $47,226.00.

13. **Stribling Equipment of Springdale John Deere 750K Dozer:** A resolution authorizing the purchase of one (1) 2013 John Deere 750K dozer from Stribling Equipment of Springdale, pursuant to a state procurement contract, in the amount of $230,750.00, and approving a budget adjustment.

14. **Bid #13-15 Littlefield Oil Company:** A resolution awarding Bid #13-15 and approving a contract with Littlefield Oil Company in an estimated annual amount of $1,764,000.00 to provide gasoline, diesel fuel and bio fuel for vehicles and equipment.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes**.** ***This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee.***

   Left on the Second Reading

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan. **This ordinance was left on the First Reading at the April 2, 2013 City Council meeting.**

   Left on the First Reading

C. Public Hearing:

1. **Raze and Removal – 320 W. Skelton Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Celia Cazort Barton located at 320 W. Skelton Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

1. **Baldwin & Shell Construction Company:** A resolution authorizing a contract with Baldwin & Shell Construction Company in the amount of $40,000.00 for construction management services, approving a $10,000.00 contingency, and approving a contractor's fee of five and one-half percent (5.5%) for construction phased services all related to construction of the Dickson Street Entertainment District parking facility.

2. **Transportation Bond Program – New Project Recommendations:** A resolution approving a list of additional projects to be funded by the City's Transportation Bond Program.

3. **Protection of Buffalo National River:** A resolution to oppose the permitting and operation of the concentrated hog farm along a major tributary to the Buffalo National River.

E. City Council Agenda Session Presentations:

1. **"Recycling Economics Update" Presentation:** A presentation by Honor students from the University of Arkansas Environmental Economics class.

F. City Council Tour:

1. **April 8, 2013 5:00 PM**
   Westside Wastewater Treatment Plant

2. **May 6, 2013 5:00 PM**
   Woolsey Wet Prairie Wetlands

G. 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 of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Scott Huddleston	Information Technology	FISD
Submitted By	**Division**	**Department**

Action Required:

A resolution approving a contract in the amount of $44,000 to King Electrical Contractors for the installation of electrical services associated with the server room storm shelter located at the Fayetteville Executive Airport, and approving a project contingency of 10% ($4,400).

$ 48,400.00	$ 390,887.00	Data Center Relocation
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5804.00	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
13006.1	$ 390,887.00	Capital Improvement Projects
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

Department Director — Date: 3/28/13

City Attorney — Date: 4-1-13

Finance and Internal Services Director — Date: 4-1-2013

Chief of Staff — Date: 4-1-13

Mayor — Date: 4/1/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office: 03-29-13 P01:49 RCVD

Received in Mayor's Office: ENTERED 4/1/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and the City Council

Thru: Scott Huddleston, Information Technology Director SH

From: David Jurgens, Utilities Director

Date: March 26, 2013

Subject: Data Center Electrical

BACKGROUND:

In July of 2007, the City entered into a lease agreement for space in the EJ Ball Building to house the City's primary datacenter. This space was previously used for a Sprint data center that included HVAC and Backup Power infrastructure equipment. This aging equipment is inefficient, costly to operate, and in need of replacement. In addition to aging equipment, the proximity to our secondary data center is too close. To better adhere to the City's disaster recovery policy, geo-diversity and security are two significant issues lacking in the current EJ Ball location. These factors have prompted the need to re-evaluate the feasibility and efficiency of continued operations at the EJ Ball facility.

In January of 2012, the City surveyed several potential sites and agreed upon the Fayetteville Executive Airport site. Staff determined this site would alleviate the current problems of security, geo-diversity, and benefit the City by making equipment investments into a City owned facility. In July of 2012, the City contracted with Garver, LLC to provide engineering design services to construct a server room storm shelter at the Fayetteville Executive Airport and to provide bid specifications for construction.

In March 2013, Heckathorn Construction Company, Inc. was awarded the bid for construction. Pursuant to Bid 10-47, King Electrical Contractors was selected for the installation of electrical services associated with the Server Room Storm Shelter.

RECOMMENDATION:

Staff recommends approving a contract in the amount of $44,000 to King Electrical Contractors for the installation of electrical services associated with the server room storm shelter located at the Fayetteville Executive Airport, and approving a project contingency of 10% ($4,400).

BUDGET IMPACT:

This is a planned project funded out of the Data Center Relocation Capital Improvement Project.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH KING ELECTRICAL CONTRACTORS IN THE AMOUNT OF $44,000.00, PURSUANT TO BID #10-47 FOR THE INSTALLATION OF ELECTRICAL SERVICES FOR THE COMPUTER SERVER ROOM AT FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD, AND APPROVING A PROJECT CONTINGENCY OF TEN PERCENT (10%)

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with King Electrical Contractors in the amount of $44,000.00, pursuant to Bid #10-47, for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, plus a ten percent (10%) project contingency.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE AR 72701
479-443-0006 FAX 479-443-1719
Email Chris@ckingelectric.net

PROPOSAL

TO:	PHONE	DATE
City of Fayetteville IT Dept Attn: Brad Fulmer		3-26-13
	JOB NAME Server Shelter	

JOB DESCRIPTION
Conduit and install for primary power and fiber cables per plans. 400 amp 480volt service to building, transformer and 120/208 volt panel inside building, wiring to generator and A/C units. Wiring to plugs and data equipment. Transformer pad for SWEPCO. Unhook existing generator and transfer switch, and wire them at new building
Does not include digging any ditches, moving generator.

Contractor's License #0063870413

PROPOSAL GOOD FOR 30 DAYS	DOLLARS: Base Bid $44,000.00
TERMS: PAYMENT DUE UPON RECEIPT OF INVOICE A FINANCE CHARGE WILL BE CHARGED ON ALL PAST DUE ACCOUNTS OF .0833% PER MONTH. ALL ATTORNEY FEES WILL BE COLLECTED ON PAST DUE ACCOUNTS.	AUTHORIZED SIGNATURE
THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.	ACCEPTANCE SIGNATURE

RESOLUTION NO. 135-10

A RESOLUTION AWARDING BID #10-47 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED and **APPROVED** this 3rd day of August, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

8/3/2010
City Council Meeting Date
Agenda Items Only

Peggy Vice	Purchasing	Finance & Internal Services
Submitted By	**Division**	**Department**

Action Required:

Award of Bid 10-47 for Miscellaneous Electrical Services to King Electrical Contractors and approval of a time and materials contract.

City Wide as Needed	N/A	Miscellaneous
Cost of this request	Category / Project Budget	Program Category / Project Name
Miscellaneous	$ -	Miscellaneous
Account Number	Funds Used to Date	Program / Project Category Name
N/A	$ -	Miscellaneous
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Marsha Hertweck — 7/16/10
Department Director — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

7-19-10
City Attorney — Date

Paul A. Becker — 7-19-2010
Finance and Internal Services Director — Date

Received in City Clerk's Office 07-16-10P03:35 RCVD

7-19-10
Chief of Staff — Date

Received in Mayor's Office ENTERED 7/19/10

7/19/10
Mayor — Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Paul Becker, Finance & Internal Services Director

From: Peggy Vice, Purchasing Manger PVice

Date: July 16, 2010

Subj: **Electrical Services Contract**

Recommendation

Staff recommends award of Bid 10-47 for Electrical Services and approval of a contract with King Electrical Contractors.

Background

Electrical contracts are bid for a contract period of one year with an automatic option to renew unless cancelled for four additional years. This bid is utilized by all departments on an as needed basis. Electrical projects that are $20,000 or over require separate Council approval.

Discussion

Bids were received from five vendors. King Electrical Contractors is the lowest bidder. King Electrical Contractors has been the low bidder and awarded the contract for the last two contract terms. They are familiar with the City's buildings, policies and invoice and payment procedures.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #10-47 AND AUTHORIZING A CONTRACT WITH KING ELECTRICAL SERVICES FOR TIME AND MATERIALS RELATED TO MISCELLANEOUS ELECTRICIAN SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #10-47 and authorizes a contract with King Electrical Services for time and materials related to miscellaneous electrician services.

PASSED and **APPROVED** this 3rd day of August, 2010.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

City of Fayetteville
Bid 10-47, Electrical Contractor
Contract

This contract executed this 3rd day of August, 2010, between the City of Fayetteville, Arkansas, 113 W Mountain, Fayetteville, Arkansas, 72701 and King Electrical Contractors.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. King Electrical Contractors at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 10-47 as stated in King Electrical Contractors bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid # 10-47, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay for completion of each project based on prices indicated in King Electrical Contractors bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and King Electrical Contractors consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 10-47 with the specifications and conditions typed thereon.

   B. King Electrical Contractors bid proposal.

   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and King Electrical Contractors and may be modified only by a duly executed written instrument signed by the City of Fayetteville and King Electrical Contractors.

5. King Electrical Contractors shall not assign its duties under the terms of this agreement.

6. King Electrical Contractors agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from King Electrical Contractors performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. King Electrical Contractors shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance,

King Electrical Contractors shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

1. Workmen's Compensation:
   Statutory Amount

2. Comprehensive General & Automobile Insurance
   $500,000 for each accident.

3. Bodily Injury Liability:
   $500,000 for each accident.

4. Property Damage Liability:
   $500,000 aggregate.

The premiums for all insurance required herein shall be paid by King Electrical Contractors.

8. King Electrical Contractors shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or King Electrical Contractors with 10 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.

12. Jurisdiction: Legal jurisdiction to resolve any disputes must be **Washington County, Arkansas** with **Arkansas law** applying to the case.

13. Arbitration/Mediation: We will not agree to be forced to mediate or arbitrate any dispute.

14. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments.

15. Lien Waivers: The contractor shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors, and sub-subcontractors. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

'According to Arkansas law, it is understood that no liens can be filed against public property if a valid and enforceable payment and performance bond is in place. Regarding the Project and Agreement, the valid and enforceable bonds are with (_ name of surety _).'

The contractor shall have each subcontractor and sub-subcontractor and material supplier execute a written receipt evidencing acknowledgement of this statement prior to commencement of the work of the subcontractor or material supplier.

WITNESS OUR HANDS THIS 3rd **DAY OF** August **, 2010.**

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

Attest:

Sondra Smith, City Clerk

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CONTRACTOR: *King Electrical Contractors*

BY Chris King President
NAME AND TITLE

ATTEST: COMPANY SECRETARY

BUSINESS ADDRESS

KING ELECTRICAL CONTRACTORS, INC.
2145 W. MOORE LN.
FAYETTEVILLE, AR 72704

Fayetteville
ARKANSAS

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

INVITATION TO BID

INVITATION TO BID: BID 10-47, ELECTRICAL CONTRACTOR
DEADLINE: Thursday, July 15, 2010 at 2:00 PM, Central Standard Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, aforen@ci.fayetteville.ar.us, 479.575.8220
DATE OF ISSUE AND ADVERTISEMENT: Thursday, June 24 & Thursday, July 1, 2010

INVITATION TO BID
BID 10-47, ELECTRICAL CONTRACTOR

No late bids will be accepted. All bids shall be submitted in sealed envelopes labeled "Bid 10-47, Electrical Contractor" with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: King Electrical Contractors

Contact Person: Chris King Title: Owner

E-Mail: Chris@Kingelectric.net Phone: 479-443-0006

Business Address: 2145 W Moore Lane

City: Fayetteville State: Arkansas Zip: 72704

Signature: Chris King Date: 7-15-10

I. NOTICE TO BIDDERS:

Sealed bids will be received at the Office of the Purchasing Division, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701, until **2:00 P.M., CT, on July 15, 2010,** per the attached specifications. This price agreement shall commence upon award of contract and end one (1) year thereafter with the option to renew for an additional four (4) one year periods.

II. INSTRUCTIONS TO BIDDERS:

1.0. QUOTATIONS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job.

1.2. The bidder shall state any discounts to apply. (Discounts must be shown for individual items unless all items have the same percentage of discounts.)

1.3. Firm bids are desired. Bids which are not subject to any form of escalation will receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The City reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

1.4. Award will be made to the lowest qualified bidder.

1.5 Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

2.0. RIGHT OF REJECTION:

The City of Fayetteville reserves the right to reject any one or all bids, or any part of any bid, to waive any informality in any bid, and to award the purchase in the best interest of the City of Fayetteville. Furthermore, the City reserves the right to hold the bid of the three (3) lowest bidders for a period of ninety (90) calendar days from and after the time of the bid opening.

3.0. BID SUBMITTAL:

3.1. Address all bids to the **Purchasing Division**, Third Floor, City Hall, 113 W. Mountain Street, Fayetteville, AR 72701. The bids shall be enclosed in a sealed envelope, clearly marked **"BID 10-47 Electrical Contractor".**

3.2. **ALL BIDS SHALL BE RECEIVED IN THE PURCHASING DIVISION, THIRD FLOOR, CITY HALL ON OR BEFORE THE TIME AND DATE INDICATED ON THE BID DOCUMENT**. The responsibility for submitting bids to the Purchasing Division is solely that of the bidder. The City of Fayetteville will not be responsible for delays in mail delivery or delays caused by any other occurrence. **LATE BIDS WILL NOT BE ACCEPTED.**

3.3. The Bidder(s) are to submit their bid on attached FORMS, supplying all the required information. Failure to comply with this or any other paragraph of the Instructions to Bidders may be sufficient reason for invalidation of the bid.

3.4. Bidders are required to provide all requested information. Bid submittals should be submitted in a sealed envelope marked as instructed. Only information provided inside this envelope will be considered, unless otherwise instructed. Failure to follow this instruction or any other instruction contained in this Request for Bids may result in the rejection of your bid.

3.5. Bid modifications <u>are not</u> allowed. Complete withdrawal or complete exchange of bid is acceptable, <u>if</u> done before scheduled bid opening.

4.0. PUBLIC BID OPENING PROCEDURE:

4.1. The purpose of a Public Bid Opening is for a reading of bids received. No award will be made or implied at this time.

4.2. Only the following information will be given:

a. Vendor name.

b. Total price, except when award is made on a unit price basis or grand total for all or none items.

4.3. Bids or related documents may not be reviewed at the bid opening. No discussion of any nature concerning brand names, deliveries, samples, etc., can be entered into between any Purchasing personnel and any Vendor during or after the Bid opening until the evaluation has been completed and a recommendation for award has been made. Agents will provide figures recorded for each vendor at bid opening, and/or indicated **<u>apparent low bidder</u>** prior to the receipt of any recommendation.

4.4. A copy of the bid tabulation will be available on the Purchasing Division's website upon completion of recommended award.

4.6. Vendors who wish to review or request copies of bids upon contract award may do so by making an appointment with Purchasing personnel at 479.575.8220.

5.0. INSURANCE REQUIREMENTS:

Prior to commencing work, the contractor shall procure and maintain at contractor's own cost and expense for the duration of the contract and any extensions the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid prices.

Contractor shall maintain limits no less than:

5.1. *Commercial General/Umbrella Liability Insurance* - $500,000 limit per occurrence for property damage and bodily injury. The service provider should indicate in its bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

a) Premise/Operations
b) Products/Completed Operations
c) Personal Injury

5.2. *Business Automobile/Umbrella Liability Insurance* - $500,000 limit per accident for property damage and personal injury.

a) Owned/Leased Autos
b) Non-owned Autos
c) Hired Autos

5.3. ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the City.

5.4. ***Other Insurance Provisions***

1) *Commercial General Liability and Automobile Liability Coverages*

a.) The Contractor's insurance coverage shall be primary insurance as respects the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

b.) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers.

c.) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2) *Workers' Compensation and Employers' Liability and Property Coverages:* The insurer shall agree to waive all rights of subrogation against the City of Fayetteville, member of its City Council, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of services under this Agreement

3) *All Coverages*

a. **Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.**

b. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

4) ***Acceptability of Insurers:*** Insurance is to be placed with Arkansas admitted insurers rated B+X or better by *A.M. Best's* rating service.

5) ***Verification of Coverage:*** Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences.

6) ***Subcontractors:*** Contractor shall include each of its subcontractors as insured under the policies of insurance required herein.

7) ***Defense, Indemnification and Hold Harmless Agreement (Contracts for Services)***: Contractor hereby agrees to indemnify, defend and hold harmless the City of Fayetteville, members of its City Council, boards, commissions and committees, officers, agents, employees and volunteers (hereinafter collectively referred to as *"City"*) from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by City, except as otherwise expressly stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the City. Contractor shall pay City for any costs incurred in enforcing this provision.

6.0. DEFAULT AND TERMINATION OF CONTRACT:

Should the Contractor fail to correct any condition which is in violation of the terms of the contract, within 24 hours after having been notified by the City, then the City may declare this contract in default and terminate.

Continuous failure to comply with the terms of contract or failure to correct problems brought to the attention of the Contractor shall be grounds for the City to terminate the contract.

The City may terminate a contract, in whole or in part, whenever the City determines that such termination is in the best interest of the City, without showing cause, upon giving written notice to the Contractor. The city shall pay all reasonable costs incurred by the contractor up to the date of termination. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

The City of Fayetteville's performance and obligation to pay under "Continuing Price Agreement" contracts is contingent upon an annual appropriation by the City Council.

7.0. QUANTITIES:

The City anticipates purchasing **$50,000** of services during the contract period. This quantity is approximate and represents the estimated requirement for the contract period.

There is no obligation on the part of the City to purchase more or less than the quantity listed. The City reserves the right to purchase more or less than the quantity listed, depending upon actual requirements during the life of the agreement.

8.0. PAYMENT:

8.1. Prompt Pay Policy

It is the policy of the City of Fayetteville to pay invoices no later than thirty days of receipt.

8.2. Withholding Payment

In the event a contract is canceled under any provision herein, the City of Fayetteville may withhold from the Contractor any monies owed on that or any contract, an amount sufficient to compensate for damages suffered because of the violation resulting in cancellation.

9.0. INQUIRIES:

Please direct any inquiries to Andrea Foren at (479) 575-8220. All telephone conversations are to be considered unofficial responses. Questions, verifying the Bids' content, if appropriate, will be responded to in writing. The written response will be the City's official response and will be posted on the website and sent out on the mailing list via addenda.

10.0 EXTENSION OF CONTRACT

This contract may be extended by mutual agreement for a period of four (4), one (1) year periods, automatically, beyond the initial expiration date as set at the beginning of the contract period, unless either the Contractor or the City notifies the other of its intent to terminate the contract at the end of the contract period. This notice to terminate the contract at the end of the initial one (1) year period shall be given in writing at least 30 days prior to the initial expiration date of the contract.

11.0. INDEMNIFICATION:

11.1. The Contractor shall indemnify and hold harmless the City, and their agents and employees from and against all claims, for infringement of any United States Patent, or damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment, as required by the bid documents, including but not limited to claims regarding defects in materials, goods, or equipment, which is caused in whole or in part by any breach of contract, or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

11.2. In any and all claims against the City, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Act.

12.0. CONTRACTOR QUALIFICATION AND EXPERIENCE:

12.1. Bidders are required to furnish evidence that they have past experience in the type of work as outlined in the attached specifications, to include specific experience. A minimum of three (4) references must be submitted with each bid. These references may be used in the evaluation of this bid to determine award.

12.2. Contractor shall have a State of Arkansas Contractor's license, with **an emphasis or Class Description for electrical work.**

12.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules & Regulations of any kind. Copies of the licenses should be submitted with the bid indicating that the entity biding the project is properly licensed to perform the activities or work included in the contract documents.

13.0. VENDOR PERFORMANCE EVALUATION:

The successful vendor(s) are subject to have their performance evaluated by the City of Fayetteville. This performance evaluation will be a "Public Record".

14.0. VENDOR GRIEVANCE PROCEDURE:

A notice of intent of bid protest shall be made in writing to the Purchasing Manager within 72 hours (weekends and holidays exempted) after posting of the intended recommendation of award. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should any concerns or discrepancies arise during the bid process, we encourage you to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. A vendor shall not contact Departments/Divisions regarding the vendor complaint.

15.0. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Arkansas. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State or political subdivision or other public entity to bid any or all of these items independently.

16.0 FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.

17.0 ASSESSMENTS AND TAXES

The Owner is exempt from all Federal excise taxes on materials, appliances, etc., which are incorporated into and become a part of the finished improvement.

18.0 CONTRACT DOCUMENTS

18.1 Contract Documents will consist of the following parts:

A. Bid Documents:

1. Proposal (as accepted by the Owner)
2. Addenda
3. List of Subcontractors (if applicable)

B. Contract Forms:

1. Contract
2. Contract Bond (required for projects $20,000+)
3. Insurance Certifications

18.2 The Contract Documents shall be complementary to each other; what is called for by one shall be as binding as if called for by all. The **Contractor** shall be responsible for providing a complete facility according to the meaning and intent of the Contract Documents, whether all of the items involved under any trade are mentioned in one or several places

19.0 PERMITS

The contractor will be responsible for obtaining any and all required permits. **The City shall be responsible for the cost of any and all permits.**

20.0 COMPLIANCE WITH IMMIGRATION AND NATURALIZATION ACT

The City shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(e) of the Immigration and Naturalization Act. Such violation shall be cause for immediate cancellation of contracts between said contractor and the city.

21.0. SPECIFICATIONS/SCOPE OF WORK:

General:

The City requires the services of an Electrical Contractor to provide labor, material and equipment to perform repairs/new installations, to various City buildings. The City reserves the right to bid any job. No single job may exceed $20,000 without City Council approval PRIOR to any work being completed.

The contractor may be required to do emergency repairs at times other than normal working hours. The contractor shall be in a position to be availabl e on a twenty-four (24) hour basis for such emergency work. Contractor must include response time. On Site emergency response time shall be no more than one (1) hour after notification. Regular response time shall be no more than two to three days after contact. Bidder must include mileage and travel time as part of this agreement. The City will not assume mileage or travel time costs.

All work shall be performed in a good workmanship like manner and shall conform to codes enforced by the City Inspection Division.

The contractor is responsible for requesting inspections before work is covered and requesting a final inspection when work is complete.

The past year electrical award history, which resulted from this contract is as follows:

2006 = $32,670.64
2007 = $84,163.83
2008 = $66,535.89
2009 = $59,195.78
2010 = $32,909.58 (through April, 2010)
TOTAL = $275,475.72

Quotes and Estimates:

With the exception of emergency situations, as deemed by Purchasing, Contractor shall provide the requesting City employee with a quote containing the following information: Contractors name, quote number, date of quote, amount of expected materials to be invoiced, number of expected hours for each discipline of labor (journeyman, etc.) as well as any equipment rental charges.

In the event the Contractor believes the project could come close to $20,000 he should immediately notify the City employee requesting the work AND Andrea Foren or other Purchasing Division staff.

Invoices:

Invoices or pay requests shall contain details of services performed and number of man hours for each discipline of labor, materials furnished and rental equipment used. Unit prices for each shall be listed. Contractor may be required to furnish material and rental equipment invoices upon request. The City's purchase order number must appear on the invoice unless the invoice is being paid via Visa.

Prices:

Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, etc. Prices quoted must be firm for the term of the contract. Price increases may be negotiated at the beginning of a renewal period based on the most current consumer price index. A formal contract addendum must be approved by City Council to any amendments made to the contract.

Bid and Performance Bond:

A five (5%) percent bid bond shall be submitted with each bid. The bid bond shall be based on the total estimated cost of the bid as indicated on the price proposal document. Upon contract award a 100% performance & payment bond shall be submitted with each individual project totaling $20,000.00 or more.

Project Supervision:

The Contractor shall employ a competent and thoroughly experienced superintendent capable of handling all phases of each project; he shall have any necessary assistants to complete each project. When any work under this contract is being performed, the Superintendent and necessary assistants shall be present at the job site. The Superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Major and important directions shall be confirmed in writing to the Contractor, other directions shall be so confirmed upon written request of the Contractor. The Superintendent shall be in complete and responsible charge of the project for the Contractor and shall not be superseded by any other personnel of the Contractor. The Contractor shall submit the name of the proposed Superintendent for the Contractor and shall furnish a telephone number or numbers through which the Superintendent may be reached 24 hours each day of the contract duration.

The Contractor shall provide efficient supervision for the work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications and other instructions and shall report at once to the Project Manager any error, inconsistency or omission which he may discover, but he shall not be held responsible for their existence or discovery.

City of Fayetteville
Bid 10-47, Electrical Contractor
General Terms and Conditions

1. All interested parties shall return the form titled "Statement of Disclosure" with bid or proposal documents.

2. All bids shall be submitted in a sealed envelope and must be submitted on forms acquired by the vendor from the City of Fayetteville Purchasing website (www.accessfayetteville.org). Bids with missing pages or missing any requested attachment are subject to being deemed incomplete.

3. The item bid and the bid number shall be stated on the face of the sealed bid envelope.

4. Bids received after the date and time set for receiving bids will not be considered.

5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City.

6. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

7. The quantities listed are based on the needs of the City and availability of funds at the time bids are posted. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds or change in needs.

8. The bid price shall remain good and firm until project is completed. Payment to the vendor by the City will be made within 30 days following delivery and acceptance in accordance with these specifications and the City's Purchase Order to the vendor. Faster payment is offered through acceptance of Visa.

9. All products delivered shall comply with applicable standards of quality.

10. Any exceptions to the specification requirements of the City of Fayetteville must be noted on the Bid Form.

11. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the furnishing of the items bid. ***Sales tax is not to be included in the bid price***. Applicable Arkansas sales tax laws will apply to this bid, but will not be considered in award of the bid.

12. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville. Failure to deliver on or before the time specified in the contract may subject the contractor to payment of damages or other appropriate sanctions.

13. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form. Written warranties shall specify the greater of the manufacturer's standard warranty or the minimum warranty specified herein by the City.

14. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

15. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

16. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.

17. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be

received within five working days following the request. Each apparent low bid will be reviewed line by line to ensure compliance with specifications prior to recommendation for award.

18. Bids must be received by mail or hand delivery in the ***Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701***, on or before the time of closing listed on the face of the bid. **No bids shall be accepted via e-mail or fax.**

19. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (479) 575-8220 to insure receipt of their bid documents prior to opening time and date listed on the bid form.

20. Items bid must be delivered FOB City of Fayetteville Transportation Division, 1455 S. Happy Hollow Road, Fayetteville, AR 72701. Units must be fully assembled, serviced, and ready for operation as delivered unless otherwise specified. No dealer/distributor logo or other identification will be installed other than standard manufacturer name badges and specification plates.

21. Any discrepancy between the specifications and plans should be brought to attention immediately, in writing, to Andrea Foren at aforen@ci.fayetteville.ar.us .

22. Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

23. Price bid shall include warranty, including but not limited to parts and labor, at no additional cost to the City of Fayetteville, as specified herein.

24. **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide bid packets that provide a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms & documents.**

25. "Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises."

26. The City of Fayetteville shall take ownership of product when products bid arrive undamaged at the specified shipping location.

27. **ANY EXCEPTION TAKEN TO THESE SPECIFICATIONS AND BID DOCUMENTS SHALL BE NOTED ON THESE DOCUMENTS. BIDDERS SHALL NOTE THE DIFFERENCE NEXT TO THE RELATED SPECIFICATION. THE CITY RESERVES THE RIGHT TO ACCEPT OR REJECT EXCEPTIONS TO SPECIFICATIONS.**

City of Fayetteville
Bid 10-47, Electrical Contractor
Bid Proposal Form (shall be submitted with bid)

This page becomes an integral part of the proposal submitted

by King Electrical Contractors.
(Vendor/Company Name)

The undersigned proposes to furnish and deliver, in accordance with the requirements of the Instructions to Bidders and the Specifications issued June 24, 2010, prepared by the City of Fayetteville, Purchasing Division, **for the time period beginning date of Bid Award and ending twelve months thereafter** as per **Bid 10-47**. Item numbers below refer to the same numbered paragraph of the Instructions to Bidders and the Specifications.

II. INSTRUCTIONS TO BIDDERS:

1.1. Prices shall include all labor, supervision, materials, equipment, transportation and services necessary to do a top quality job. YES ✓ NO____

1.2. Discounts offered: none

1.3. Condition of Bid FIRM? YES ✓ NO____
SUBJECT TO ESCALATION .....none.....
Method of Escalation, if applicable .....none.....
BIDS MUST BE FIRM FOR ACCEPTANCE FOR 90 Days
Bid is Firm 90 Days _____ Weeks

1.4. Bidder will accept total bid only? YES ✓ NO____
(or any portion of bid award) YES____ NO ✓

3.3. Bidder has submitted an original bid document? YES ✓ NO____

5.0. Bidder will provide Workman's Compensation Insurance as outlined? YES ✓ NO____

Bidder will provide General Liability Insurance as outlined? YES ✓ NO____
Bidder will provide Automobile Coverage as outlined? YES ✓ NO____

This page becomes an integral part of the proposal submitted

by King Electrical Contractor
(Vendor/Company Name)

11.0. Bidder will indemnify the City of Fayetteville? YES ✓ NO____

12.0. Bidder has included qualification and experience information as required?
YES ✓ NO____

18.0. **PURCHASES BY OTHER PUBLIC AGENCIES:**

Bidder agrees to extend pricing, terms, and conditions to other public agencies
YES ✓ NO____

21.0 **RESPONSE TIME**

Bidder agrees to have a person on call for emergencies twenty four hours a day?

YES ✓ NO____

Bidder agrees to one (1) hour emergency response time?

YES ✓ NO____

Bidder agrees to two to three day response time for regular calls unless an extension is approved by City project manager?

YES ✓ NO____

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDA:

ADDENDUM NO. NA DATED _____

ADDENDUM NO. NA DATED _____

ADDENDUM NO. NA DATED _____

This page becomes an integral part of the proposal submitted

by King Electrical Contractors
(Vendor/Company Name)

We propose to furnish the equipment/material as indicated in this Bid Blank, provided to the City of Fayetteville with transportation charges prepaid, and for the price quoted below. All equipment/material to be furnished in accordance with City of Fayetteville specifications attached hereto.

City of Fayetteville, AR
Bid 10-47, Electrical Contractor
Bid Form

Bid 10-47, Electrical Contractor

Price Details for Contract

Item	Description	Mark Up %	Contractors Material Cost Estimate	Estimated Cost with Mark Up %
1	Material (Cost plus %) $0-$100	30 %	$1,000	$ 1300.00
2	Material (Cost plus %) $101-$500	30 %	$1,000	$ 1300.00
3	Material (Cost plus %) $501-$1000	15 %	$5,000	$ 5750.00
4	Material (Cost plus %) $1001-$5000	15 %	$5,000	$ 5750.00
5	Material (Cost plus %) $5001 and up	10 %	$65,000	$ 71500.00
6	Rental Equipment (Cost plus %)	10 %	$10,000	$ 11000.00
			Estimated Cost for Items 1-6:	$ 96600.00

		Estimated hours	Price /Hour	Estimated Cost
7	Journeyman Electricians (Straight time)	500	$ 30.00	$ 15000.00
8	Journeyman Electricians (Nights and Weekends)	25	$ 45.00	$ 1125.00
9	Journeyman Electricians (Holidays)	10	$ 45.00	$ 450.00
10	Apprentice Electricians (Straight time)	500	$ 25.00	$ 12500.00
11	Apprentice Electricians (Nights and Weekends)	25	$ 37.00	$ 925.00
12	Apprentice Electricians (Holidays)	10	$ 37.00	$ 370.00
13	Electricians Helper(Straight time)	500	$ 9.00	$ 4500.00
14	Electricians Helper(Nights and Weekends)	25	$ 13.00	$ 325.00
15	Electricians Helper(Holidays)	10	$ 13.00	$ 130.00
16	Foreman/Supervisor (Straight time)	200	$ 30.00	$ 6000.00
17	Foreman/Supervisor (Nights and Weekends)	25	$ 45.00	$ 1125.00
18	Foreman/Supervisor (Holidays)	10	$ 45.00	$ 450.00
19	General Laborer (Straight time)	300	$ 9.00	$ 2700.00
20	General Laborer (Nights and Weekends)	20	$ 13.00	$ 260.00
21	General Laborer (Holidays)	10	$ 13.00	$ 130.00
			Estimated Cost for Items 7-21:	$ 45,990-00
			TOTAL COST FOR ITEMS 1-21	$ 142,590.00

**Bid bond required on 5% of "Total Estimated Cost for Items 1-21*

Name of Contractor: King Electrical Contractors

EXECUTION OF BID -
Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item must be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. **He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.**
2. **Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.**
3. **The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.**

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** King Electrical Contractors
Purchase Order and /Payments shall be issued to this name

***BUSINESS ADDRESS:** 2145 W Moore Lane

***CITY:** Fayetteville ***STATE:** Arkansas ***ZIP:** 72704

***PHONE:** 479-443-0006 **FAX:** 479-443-1719

***E-MAIL:** Chris@ckingelectric.net

***BY: (PRINTED NAME)** Chris King

***AUTHORIZED SIGNATURE:** Chris King

***TITLE:** Owner/President

City of Fayetteville
Bid 10-47, Electrical Contractor
Statement of Disclosure – To Be Submitted With ALL Bids

This page does not count towards page limitations set forth in this request for proposal or bid.

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Your response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain)

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR BID OR PROPOSAL:

1.) I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and

2.) My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Chris King
Printed Name

Signature

7-15-10
Date

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, King Electrical Contractors, Inc.

as Principal, hereinafter called the Principal,

and the The Gray Casualty & Surety Company,

of P. O. Box 6202, Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Fayetteville, Arkansas as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount of Bid

Dollars ($ 5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Bid #10-47, Electrical Contractor

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of July, 2010.

Witness

King Electrical Contractors, Inc. (Seal)
Principal

President
Title

Witness

The Gray Casualty & Surety Company

By
William H. Griffin Attorney-in-Fact

IT HAS A TRUE WATERMARK, VISIBLE FIBERS, AND A MICROPRINT BORDER • THIS DOCUMENT IS NOT AUTHENTIC UNLESS IT HAS A TRUE WATERMARK, VISIBLE FIBERS, AND A MICROPRINT BORDER

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

101724

GENERAL POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint **William H. Griffin, Matthew K. Cashion, Jr.,Judy Schoggen and Pamela K. Hays, of Little Rock, Arkansas jointly or severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $10,000,000.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of The Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 30th day of June, 2003.

THE GRAY INSURANCE COMPANY SEAL

By: [signature]
Michael T. Gray
President, The Gray Insurance Company
and
Executive Vice President,
The Gray Casualty & Surety Company

Attest: [signature]
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 30th day of June, 2003, before me, a Notary Public, personally appeared Michael T Gray, President of the Gray Insurance Company and Executive Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

LISA S. MILLAR NOTARY PUBLIC STATE OF LOUISIANA

[signature]
Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark M. Manguno, Secretary of The Gray Insurance Company and The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of July, 2010 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

[signature]
Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company

POA10001 Rev 6/15/2003
514102 6/30/2003

License No. 0063870411 **ACTIVATED**

State of Arkansas

Contractors Licensing Board

AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.
2145 W MOORE LN
FAYETTEVILLE, AR 72704

This is to Certify That AUSTIN KING, INC., D/B/A KING ELECTRICAL CONTRACTORS, INC.

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classification:

ELECTRICAL

with the following suggested bid limit Unlimited

from May 14, 2010 **until** April 30, 2011

activated May 17, 2010

when this Certificate expires.

Witness our hands of the Board. dated at North Little Rock, Arkansas:

CHAIRMAN

SECRETARY

May 17, 2010

King Electric
2145 W Moore
Fayetteville AR 72704
479.443.0006
Fax 479.443.11719

King Electrical Contractors Inc.

July 15, 2010

Company started in 1987
Serving the NW Arkansas region
Employee 29 Electricians
3-Office Staff
24- Master/Journeyman license
5- 4th year apprentice
Specialize in commercial and industrial wiring
Have Arkansas and Oklahoma contractors' license
Design Build Capabilities
Chris King Owner/designer/estimator
Tim Edwards project manager/estimator
Kevin King project manager/estimator
Gordon Ray project manager /designer/lead estimator
Tim@ckingelectric.net
Kevin@ckingelectric.net
Chris@ckingelectric.net
Projects Completed
Have done electrical work for the City of Fayetteville for the past 5 years
40000 sq ft Mt Comfort Church of Christ Fayetteville AR
80000 sq ft Bentonville Elementary School Bentonville AR
180000 sq ft Rogers Jr High School Rogers AR
109 unit Staybridge Motel in Fayetteville AR
6 story Holiday Inn Rogers / 4 story Staybride Suites Rogers AR
6 story Lindsay Real-estate office building Fayetteville AR
40000 sq ft Freezer Springdale AR
40000 sq ft Fed Ex Ground Delivery facility Lowell AR

References-
Kinco Contractors-751-8606
Crossland Construction-479-464-7077
Commerce Construction-751-4432
Heckathorn Construction-442-5386

KING ELECTRICAL CONTRACTORS
2145 W MOORE LANE
FAYETTEVILLE ARKANSAS 72704
Phone (479)443-0006
Fax (479)443-1719

WARRANTY/GUARANTEE

Project:

King Electrical Contractors hereby, guarantees and warrant all defects in labor and material provided by this subcontractor, on the above referenced project for a period of one year. All wiring does meet or exceed applicable NEC and NFPA standards. By signing this agreement the subcontractor hereby warrants the work stated above. Period of warranty starts from the date of substantial completion.

Signed: _____
Title: _____
Date: _____

State of Arkansas, County of Washington, Swom to and Subscribed before me this _____ day of _____

NOTARY PUBLIC_____ EXPIRES_____

BID: 10-47
DATE: 07/15/10
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Fayetteville
ARKANSAS

Bid 10-47, Electrical Contractor

Item	Description	Hill Electric, Inc.			King Electrical Contractors			Multi-Craft Contractors, Inc.			Prime Power Electric			Staley, Inc.		
		Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %	Mark Up %	Contractors Material Cost Est.	Est. Cost with Mark Up %
1	Material (Cost plus %) $0-$100	35%	$1,000	$1,350.00	30%	$1,000	$1,300.00	15%	$1,000	$1,150.00	10%	$1,000	$1,100.00	15%	$1,000	$1,150.00
2	Material (Cost plus %) $101-$500	30%	$1,000	$1,300.00	30%	$1,000	$1,300.00	15%	$1,000	$1,150.00	10%	$1,000	$1,100.00	15%	$1,000	$1,150.00
3	Material (Cost plus %) $501-$1000	20%	$5,000	$6,000.00	15%	$5,000	$5,750.00	15%	$5,000	$5,750.00	10%	$5,000	$5,500.00	15%	$5,000	$5,750.00
4	Material (Cost plus %) $1001-$5000	15%	$5,000	$5,750.00	15%	$5,000	$5,750.00	15%	$5,000	$5,750.00	5%	$5,000	$5,250.00	15%	$5,000	$5,750.00
5	Material (Cost plus %) $5001 and up	10%	$65,000	$71,500.00	10%	$65,000	$71,500.00	15%	$65,000	$74,750.00	5%	$65,000	$68,250.00	15%	$65,000	$74,750.00
6	Rental Equipment (Cost plus %)	10%	$10,000	$11,000.00	10%	$10,000	$11,000.00	15%	$10,000	$11,500.00	2%	$10,000	$10,200.00	15%	$10,000	$11,500.00
	Estimated Cost for Items 1-6:			$96,900.00			$96,600.00			$100,050.00			$91,400.00			$100,050.00
		Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost	Est. Hours	Price / Hour	Est. Cost
7	Journeyman Electricians (Straight time)	500	$30.80	$15,400.00	500	$30.00	$15,000.00	500	$45.50	$22,750.00	500	$40.00	$20,000.00	500	$38.00	$19,000.00
8	Journeyman Electricians (Nights and Weekends)	25	$46.20	$1,155.00	25	$45.00	$1,125.00	25	$61.50	$1,537.50	25	$60.00	$1,500.00	25	$57.00	$1,425.00
9	Journeyman Electricians (Holidays)	10	$46.20	$462.00	10	$45.00	$450.00	10	$77.50	$775.00	10	$60.00	$600.00	10	$57.00	$570.00
10	Apprentice Electricians (Straight time)	500	$25.30	$12,650.00	500	$25.00	$12,500.00	500	$34.00	$17,000.00	500	$30.00	$15,000.00	500	$30.00	$15,000.00
11	Apprentice Electricians (Nights and Weekends)	25	$37.95	$948.75	25	$37.00	$925.00	25	$46.00	$1,150.00	25	$45.00	$1,125.00	25	$45.00	$1,125.00
12	Apprentice Electricians (Holidays)	10	$37.95	$379.50	10	$37.00	$370.00	10	$58.00	$580.00	10	$45.00	$450.00	10	$45.00	$450.00
13	Electricians Helper (Straight time)	500	$15.00	$7,500.00	500	$9.00	$4,500.00	500	$34.00	$17,000.00	500	$30.00	$15,000.00	500	$30.00	$15,000.00
14	Electricians Helper (Nights and Weekends)	25	$22.50	$562.50	25	$13.00	$325.00	25	$46.00	$1,150.00	25	$45.00	$1,125.00	25	$45.00	$1,125.00
15	Electricians Helper (Holidays)	10	$22.50	$225.00	10	$13.00	$130.00	10	$58.00	$580.00	10	$45.00	$450.00	10	$45.00	$450.00
16	Foreman/Supervisor (Straight time)	200	$35.70	$7,140.00	200	$30.00	$6,000.00	200	$50.00	$10,000.00	200	$45.00	$9,000.00	200	$42.00	$8,400.00
17	Foreman/Supervisor (Nights and Weekends)	25	$53.55	$1,338.75	25	$45.00	$1,125.00	25	$67.50	$1,687.50	25	$67.50	$1,687.50	25	$63.00	$1,575.00
18	Foreman/Supervisor (Holidays)	10	$53.55	$535.50	10	$45.00	$450.00	10	$85.00	$850.00	10	$67.50	$675.00	10	$63.00	$630.00
19	General Laborer (Straight time)	300	$12.00	$3,600.00	300	$9.00	$2,700.00	300	$34.00	$10,200.00	300	$27.00	$8,100.00	300	$25.00	$7,500.00
20	General Laborer (Nights and Weekends)	20	$18.00	$360.00	20	$13.00	$260.00	20	$46.00	$920.00	20	$40.50	$810.00	20	$37.50	$750.00
21	General Laborer (Holidays)	10	$18.00	$180.00	10	$13.00	$130.00	10	$58.00	$580.00	10	$40.50	$405.00	10	$37.50	$375.00
	Estimated Cost for Items 7-21:			$52,437.00			$45,990.00			$86,760.00			$75,927.50			$73,375.00
	**TOTAL COST FOR ITEMS 1-21:			$149,337.00			$142,590.00			$186,810.00			$167,327.50			$173,425.00

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

CERTIFIED: P Vice
P. VICE PURCH MGR

Andrea Fore
WITNESS

7/16/10
DATE

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Greg Tabor	Police	Police
Submitted By	**Division**	**Department**

Action Required:

Approval of a budget adjustment in the amount of $2,100.00 for the recognition of various donations received by the Fayetteville Police Department during the first quarter of 2013 in support of officer service awards and general recognition.

$ 2,100.00	$ 9,759.00	Police Dept Donations
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2920-5329.00	$ 7,593.40	Donation
Account Number	Funds Used to Date	Program / Project Category Name
03044-6	$ 2,165.60	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 3-26-13

City Attorney — Date: 3-27-13

Finance and Internal Services Director — Date: 3-27-2013

Chief of Staff — Date: 3-27-13

Mayor — Date: 3/28/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office: 03-26-13 P04:07 RCVD

Received in Mayor's Office: ENTERED 3/27/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police

Date: March 27, 2013

Subject: Recognize Various Donations to Fayetteville Police Department

PROPOSAL:

Periodically, businesses and/or citizens of Fayetteville will make monetary donations to the Police Department to enhance our services or to recognize our personnel. During the first quarter of 2013, the Police Department received donations totaling $2,100.00. The checks were deposited into the City's General Fund and are tracked through the City's Project Accounting System to insure that the donors intended purpose is met. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

RECOMMENDATION:

Staff recommends acceptance of these donations to the Fayetteville Police Department and approval of the attached budget adjustment in the amount of $2,100.00. If you should have any comments or questions regarding these donations, please contact me at extension 500.

BUDGET IMPACT:

Increase expense budgets to correspond with Police Department donations revenue received during 2013.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $2,100.00 REPRESENTING DONATION REVENUE TO THE POLICE DEPARTMENT DURING THE FIRST QUARTER OF 2013 IN SUPPORT OF OFFICER SERVICE AWARDS AND GENERAL RECOGNITION

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 $2,100.00 representing donation revenue to the Police Department during the First Quarter of 2013 in support of officer service awards and general recognition.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Police Department: Police	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Acceptance of donations to the Fayetteville Police Department in support of officer service awards and general recognition.

Division Head	3-26-13 Date	Prepared By:	Willie Newman
Budget Director	3-27 Date	Reference:	
Department Director	Paul A. Becker 3-27-2013 Date	Budget & Research Use Only	
Finance Director	Date	Type: A B C D E P	
Chief of Staff	3-27-13 Date	General Ledger Date	
Mayor	3/28/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 2,100 2,100

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Donations - Police Dept	1010.0001.4808.02	RE		2,100	03044 . 6
Employee recognition	1010.2920.5329.00	EX	2,100		03044 . 6

EXHIBIT A

LIBERTY BANK OF ARKANSAS

P.O. BOX 7514 · JONESBORO, AR 72403

81-879
841

No. 92833

CHECK NO.	DATE	CHECK AMOUNT
92833	12/27/2012	$500.00

EXPENSE CHECK

PAY ********** FIVE HUNDRED AND 00/100

TO THE ORDER OF
Fayetteville Police Department
100 W. Rock Street
Fayetteville, AR 72701

MP

MP

2 SIGNATURES REQUIRED IF OVER $5000.00

Security features are included. Details on back.

⑈092833⑈ ⑆084108795⑆ ⑈600⑈013⑈4⑈

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. THERMOCHROMIC INK SECURE MARK ON BACK, CHANGES COLOR WITH HEAT.

Tyson

P.O. BOX 2020
SPRINGDALE, ARKANSAS 72765-2020

Void after 90 Days.

CHECK NO. 1004974687

DATE
12/10/2012

JP Morgan Chase Bank NA
Syracuse, NY 13205
Controlled Disb. Acct.
50-9377213

CHECK AMOUNT
$**1,000.00*

PAY *** ONE THOUSAND USD and 00/100***

TO THE ORDER OF
FAYETTEVILLE POLICE DEPT
PO Box 1988
FAYETTEVILLE AR 72702

Treasurer

⑈1004974687⑈ ⑆021309379⑆ 6018739 6⑈

LONGER INVESTMENTS INC.
P. O. Box 1269
Fayetteville, AR 72702
(479) 443-5851

THE BANK OF FAYETTEVILLE
Fayetteville, Arkansas
81-161/829

20825

Police Department Donation Revenue
Page 6 of 8

1/3/2013

PAY TO THE ORDER OF Fayetteville Police Department $ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

Fayetteville Police Department
Attn: Awards Committee
100-A West Rock St.
Fayetteville, AR 72701

MEMO

© 2011 INTUIT INC. # 546 1-800-433-8810

⑈020825⑈ ⑆082901619⑆ 700535510⑈

Mojitos, LLC
100 E Joyce Blvd Ste 111
Fayetteville, AR 72703

4869
81-088508/0

DATE 1-18-13

PAY TO THE ORDER OF Fayetteville Police Dep. $ 150.00

One hundred Fifty dollars and 00/100 DOLLARS

Security features included. Details on back.

LEGACY National Bank
P.O. Box 6490
Springdale, AR 72766
www.legacyar.com
"Come Home to Legacy National Bank"

MEMO 1

⑈004869⑈ ⑆082908858⑆ 9000916 8⑈

BLUE TRADITIONAL

DARRYL ANDREWS DBA 08/06
DARRYL ANDREWS STATE FARM INS AGENT
3396 N FUTRALL DR.
FAYETTEVILLE, AR 72703
479-442-6784

3403

70-7443/711

DATE 2-4-13

EZShield™ PLUS Check Fraud Protection & ID Restoration

PAY TO THE ORDER OF Fayetteville Police Department $ 100 00

One Hundred and 00/100 DOLLARS

STATE FARM BANK
P O BOX 2316
BLOOMINGTON, IL 61702-2316

FOR Awards Banquet.

⑈003403⑈ ⑆071174431⑆ 1012989053⑈

TRUE WATERMARK PAPER HOLD TO LIGHT TO VIEW HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

50419

NORTH HILLS SURGERY CENTER
3271 N. WIMBERLY DRIVE
FAYETTEVILLE, AR 72703-4033
(479) 713-6100

ARVEST BANK arvest.com
81-87-829

DATE	CONTROL NO.	AMOUNT
Feb 4, 2013		$100.00

PAY One Hundred and 00/100 Dollars

VOID AFTER 90 DAYS

TO THE ORDER OF
CITY OF FAYETTEVILLE
POLICE DEPARTMENT Attn: Awards Committee
100 WEST ROCK STREET
FAYETTEVILLE, AR 72701

ADMINISTRATOR BOARD MEMBER

AUTHORIZED SIGNATURE

Details on back

⑈050419⑈ ⑆082900872⑆ 0002661502⑈

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Greg Tabor	Police Projects	Police
Submitted By	**Division**	**Department**

Action Required:

Approval of a budget adjustment in the amount of $31,783 to recognize federal and state law enforcement forfeiture revenue received through March 2013 and increase related expense budget.

$ 31,783.00	$ 330,585.00	LE Forfeitures
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2920-5802.00	$ 9,737.21	Forfeitures
Account Number	Funds Used to Date	Program / Project Category Name
03045-1; 03046-1	$ 320,847.79	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 3-26-13

City Attorney — Date: 3-27-13

Finance and Internal Services Director — Date: 3-27-2013

Chief of Staff — Date: 3-27-13

Mayor — Date: 3/28/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-25-13 P04:07 RCVD

Received in Mayor's Office ENTERED 3/27/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan and Members of the City Council

From: Greg Tabor, Chief of Police

Date: April 16, 2013

Subject: Federal and State Law Enforcement Forfeitures for Fayetteville Police Department

PROPOSAL:

The Fayetteville Police Department receives forfeitures as a result of civil proceedings concerning cash or property seized during a criminal investigation. Most of the forfeitures we have received in the past are a direct result from the efforts of the officers we assign to the 4th Judicial District Drug Task Force (4th DTF), the local office of the Federal Drug Enforcement Agency (DEA), and the Internal Revenue Service (IRS) Financial Crimes Task Force. By statute, federal and state forfeitures are to be spent for law enforcement purposes only. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

The federal forfeitures consist of Department of Justice funds which are drug related forfeitures and Department of Treasury funds which are Internal Revenue Service related forfeitures. The requested budget adjustment will recognize the following forfeitures through March 2013: $4,207 from the Department of Justice; $0 from the Department of Treasury; and $27,576 from state forfeitures.

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of $31,783 to recognize federal and state law enforcement forfeitures revenue received through March 2013and increase related expense budget.

BUDGET IMPACT:

Increase expenses to correspond with federal and state law enforcement forfeiture revenue received through March 2013.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $31,783.00 REPRESENTING FEDERAL AND STATE LAW ENFORCEMENT FORFEITURE REVENUE RECEIVED THROUGH MARCH 2013 AND AUTHORIZING ASSOCIATED EXPENSES

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 amount of $31,783.00 representing federal and state law enforcement forfeiture revenue received through March 2013 and authorizing associated expenses.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Police Department: Police	4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Recognize federal and state law enforcement forfeiture revenue received through March 2013 and increase corresponding expense budgets.

Division Head	Date	Prepared By:	Willie Newman
Budget Director	3-26 Date	Reference:	
Department Director	3-26-13 Date	Budget & Research Use Only	
Finance Director	Paul A. Becker 3-27-2013 Date	Type: A B C D E P	
Chief of Staff	3-27-13 Date	General Ledger Date	
Mayor	3/28/13 Date	Posted to General Ledger	Initial / Date
		Checked / Verified	Initial / Date

TOTAL BUDGET ADJUSTMENT 31,783 31,783

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Police Law Enforce Trust	1010.0001.4308.02	RE		27,576	03045 . 1
Vehicles and equipment	1010.2920.5802.00	EX	27,576		03045 . 1
Federal Forfeitures	1010.0001.4504.00	RE		4,207	03046 . 1
Vehicles and equipment	1010.2920.5802.00	EX	4,207		03046 . 1

EXHIBIT
A

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

David Dayringer	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

A resolution approving a budget adjustment in the amount of $7,004.00 to transfer funds from the Fire Department to Fleet Operations for the purchase of accessory packages for Units 9168 and 9169 Polaris Ranger utility vehicles.

$ 7,004.00	$ 23,992.00	Other Vehicles / Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 4,750.84	Vehicles & Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02080 / 2012	$ 19,241.16	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date: 3-29-13

City Attorney — Date: 4-1-13

Finance and Internal Services Director — Date: 4-1-2013

Chief of Staff — Date: 4-1-13

Mayor — Date: 4/1/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-29-13 P03:56 RCVD

Received in Mayor's Office ENTERED 4/1/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

From: David Dayringer, Fire Chief

Date: April 16, 2013

Subject: Approval of a budget adjustment in the amount of $7,004.00

PROPOSAL:

On August 21, 2012 City Council passed and approved Resolution No. 166-12 awarding Bid #12-59 and authorizing the purchase of two Polaris Rangers with Kimtek transport units from Williams Tractor of Fayetteville in the total amount of $45,276.00 for use by the Fire Department. This resolution also included the approval of a budget adjustment transferring funds from a Fire Department capital project into a Fleet Operations capital project, as the vehicles purchased were to be motor pool units.

Upon receipt of the utility vehicles (Units 9168 and 9169), it was determined that the purchase of accessory packages would be necessary to facilitate the needs of the Fire Department. The accessory packages included windshields, brush guards, LED lights, and weights.

RECOMMENDATION:

Staff recommends approving a budget adjustment for the amount of $7,004.00 to cover the additional costs associated with the purchase of accessory packages for Units 9168 and 9169.

BUDGET IMPACT:

The proposed budget adjustment will transfer funds from a capital project in the Sales Tax Capital Improvements fund into a capital project in the Shop Fund.

RESOLUTION NO. _____

A RESOLUTION APPROVING A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF $7,004.00 TO FUND FLEET DIVISION PURCHASES OF ACCESSORY PACKAGES FOR TWO (2) FIRE DEPARTMENT POLARIS RANGER UTILITY VEHICLES

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 $7,004.00 to fund Fleet Division purchases of accessory packages for two (2) Fire Department Polaris Ranger utility vehicles.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

A. 5 V12.0724
Fire Department Polaris Ranger Utility Vehicle

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fire Department Department: Fire Department	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested to cover additional capital costs related to the purchase of accessory packages for Units 9168 and 9169, including windshields, brush guards, LED lights, and weights.

Division Head	3/22/13 Date	Prepared By:	Ginny Gundlach
Budget Director	3-22-13 Date	Reference:	ggundlach
Department Director	Paul A. Becker 4-1-2013 Date	Budget & Research Use Only	
Finance Director	Date	Type:	A B C D E P
Chief of Staff	4-1-13 Date	General Ledger Date	
Mayor	4/1/13 Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

TOTAL BUDGET ADJUSTMENT 7,004 7,004

Account Name	Account Number		Increase / (Decrease) Expense	Revenue	Project.Sub Number
Transfer to Shop	4470.9470.7602.70	EX	7,004		03019 . 1
Vehicles and equipment	4470.9470.5802.00	EX	(7,004)		03019 . 1
Vehicles and equipment	9700.1920.5802.00	EX	7,004		02080 . 2012
Trans from Cap Improv	9700.0970.6602.47	RE		7,004	02080 . 2012
					.
					.
					.
					.

EXHIBIT A

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4-16-13 per Lauren
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A resolution to approve a Lease form for aircraft storage in the FBO Hangar at Drake Field.

REVENUE	$ 217,800.00	ChrgsServ
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.0955.4450.00	$ 57,358.00	Airport Revenue - Rent
Account Number	Funds Used to Date	Program / Project Category Name
	$ 160,442.00	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date 3-26-13

City Attorney — Date 3-25-13

Finance and Internal Services Director — Date 3-29-2013

Chief of Staff — Date 3-29-13

Mayor — Date 3/29/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-27-13 A11:15 RCVD

Received in Mayor's Office ENTERED 3/28/13

Comments:

City Council Meeting of April 16, 2013
Agenda Item Number:

Fayetteville
ARKANSAS

AVIATION DIVISION
FAYETTEVILLE EXECUTIVE AIRPORT • DRAKE FIELD

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor Jordan

THRU: Chief of Staff

THRU: Staff/Contract Review Committee

THRU: Terry Gulley, Transportation Director

FROM: Ray M. Boudreaux, Aviation Director

DATE: March 21, 2013

SUBJECT: Approve a Lease Form for the multi tenant FBO Hangar at the airport.

RECOMMENDATION: Approve the lease form for long term FBO Hangar aircraft storage at the airport. This form will be used when tenants wish to make long term arrangements for permanent aircraft storage in the large multi tenant hangar.

BACKGROUND: With the operation of the Fixed Base Operation at the airport, we take over the multi tenant FBO Hangar and offer short and long term arrangements for storage of aircraft in the Hangar. There are currently 6 aircraft stored in the hangar. All have signed agreements with Million Air for storage and the service that comes with the long term arrangement. The attached lease form requires the information necessary for individuals and corporations to secure a space in the hangar for long term storage. Aircraft are pulled out and returned to the hangar by City Line Service Personnel. Space in the hangar is not physically identified as the aircraft are moved as necessary to fit them in the hangar. Aircraft that fly most often are placed in the hangar near the door. Other aircraft are stored in the back. Lease rates will remain the same as charged by Million Air. Changes in the future will be determined using approximate size of the aircraft and the rate per square foot of $2.00/SF/Year in the hangar coupled with the value of the aircraft and any fuel discount offered for long term tenants. Market rate for hangar storage will also be used to determine any rate change in the future. Short term rates (overnight hangar) are determined by market rates in the region and no agreement is required. Short term rates also include towing, pull-out and stowing by Line service technicians. Long and short term storage rates will be periodically changed in consultation with the Airport Board

BUDGET IMPACT: Revenue from FBO Hangar rent is budgeted

Attachments: Staff Review
Blank Lease Agreement

4500 SOUTH SCHOOL AVENUE, SUITE F • AIRPORT TERMINAL BUILDING • FAYETTEVILLE AR 72701
479.718.7642 • 479.718.7646 FAX • www.accessfayetteville.org/government/aviation
airport_economic_development@ci.fayetteville.ar.us

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIXED-BASE OPERATIONS HANGAR LEASE AGREEMENT FORM AT THE CURRENT RENTAL RATE OR AS ADJUSTED UPWARD BY THE AIRPORT BOARD FOR FIXED-BASE OPERATIONS HANGAR SPACE RENTED AT THE FAYETTEVILLE EXECUTIVE AIRPORT-DRAKE FIELD

WHEREAS, the City has taken over fixed-base operations (FBO) at Drake Field; and

WHEREAS, the FBO hangar provides long-term and short-term leased aircraft storage space in the large multi-tenant hangar space; and

WHEREAS, the previous FBO assessed rental amounts which the City intends to maintain in the near term in order to continue the seamless transition to the City's performance of its own FBO; and

WHEREAS, pursuant to state law, lease contracts should be approved by the City Council prior to the Mayor's signature, and

WHEREAS, periodic review of both short-term and long-term rental space rates in the FBO hangar should be conducted in consultation with the Airport Board;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves all FBO hangar space leases, if in the attached standard form, and for the existing (or increased by the Airport Board) amount and authorize the Mayor or his designee to execute the same.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

FBO HANGAR LEASE AGREEMENT
Fayetteville Executive Airport, Drake Field
Lease Application and Accounting Information Form

Name: _____

If a company, please provide the name of the individual leaseholder and corporate representative(s): _____

State of Corporation as incorporated: _____

Social Security Number: _____ or Tax ID Number: _____

Date of Birth: _____

Home Address:
_____
_____
_____

Mailing Address (if different):
_____
_____
_____

Phone Numbers
Cell: _____
Work: _____
Home: _____

Emergency Contact Information
Name: _____
Phone Number: _____

Email Address: _____

Aircraft Information
Tail Number: _____
Color Scheme: _____
Make/Model/Year: _____
Type (single, twin, etc.): _____

Please attach a copy of insurance with City of Fayetteville named as additionally insured.

Effective Date: _____

Monthly Rental: _____

LEASE AGREEMENT

The City of Fayetteville, Fayetteville Executive Airport, Drake Field hereby leases to _____ a space in the FBO hangar for N_____ on the following terms and conditions. This lease is intended for the storage of an aircraft. It is not intended to be used for aircraft maintenance, storage of hazardous materials or storage of non-aviation materials.

The FBO Hangar is a multi-tenant storage hangar managed by the City of Fayetteville. This agreement includes hangar storage and pull-out services by line service personnel. On notice, FBO personnel will pull-out the aircraft and tow it to the flight line in front of the airport terminal at the time requested. On return, the aircraft will be towed back to the hangar for storage.

1. AIRPORT RULES AND ACCESS:

_____ shall abide by "The Minimum Standards for Fayetteville Executive Airport, Drake Field", City of Fayetteville codes and ordinances, county, state, federal Statutes, Federal Aviation Regulations, and environmental laws.

2. RENT:

A. The hangar rent is invoiced in advance and shall be due on the first day of each month. _____ further agrees to pay upon demand any excise or other tax on the leasehold interest.

B. The non-payment of rent may be grounds for termination of this Agreement. _____ will also be subject to a late fee for delinquent rental payment. Delinquent accounts will be sent to a collection agency in accordance with City of Fayetteville's collection/termination policies after 90 days.

C. The rent stated above is subject to periodic adjustment by the Airport Board. Notice of increase shall be sent out at least thirty days prior to the increase.

3. ENGINE OPERATION: No aircraft engine shall be operated inside a hangar or in a negligent manner so that the propeller or exhaust blast may cause injury to persons or damage to property.

4. PROPERTY DAMAGE/PERSONAL INJURY: Aircraft and other personal property are stored at _____ sole risk. Any insurance protecting _____ personal property against fire, theft or damage must be provided by _____. _____ agrees to save the Airport Harmless from any and all liability by reason of the storage or maintenance of said aircraft upon the Fayetteville Executive Airport, Drake Field, or from injury or damage caused to any persons or property by reason of the operations of said aircraft. Insurance requirement shall be in accordance with the Airport's Minimum Standards and a current Certificate of Insurance shall be on file at the Airport Administration Office. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

5. AIRCRAFT MAINTENANCE: No maintenance repair work will be done in this FBO Hangar that requires open flame, use of spark producing devices (i.e. grinders), welding, or the use of flammable liquids. Opening fuel cells and fuel lines is not permitted in the FBO hangar.

6. NO COMMERCIAL ACTIVITY: No commercial or revenue-producing activities shall be conducted or permitted from any aircraft storage space without written approval of the Airport Director.

7. NO ASSIGNMENT: The aircraft storage space designated above is rented on a month-to-month basis for aircraft storage only. Such space may not be sublet, assigned or otherwise transferred without the prior written approval of the Airport Director. Only the aircraft identified in this Agreement may be stored in the FBO hangar.

8. TERMINATION:

A. This Agreement shall be deemed a "month-to-month" tenancy and may be terminated by either party upon giving thirty (30) days notice to the other in writing, prior to the end of any such rental period.

B. This Agreement may be terminated by the Airport upon ten (10) days written notice for any violation of the terms or conditions of this Agreement.

9. NOTICE: Any Notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address for the City/Airport, or for the tenant, the last known address.

CITY OF FAYETTEVILLE	**TENANT**
Airport Administration Office	_____
4500 S. School Ave., Suite F	_____
Fayetteville, AR 72701	_____
Phone: 479-718-7642	_____

10. If _____ fails to make any payment due hereunder within ten (10) days of the date on which such payment is due, the City of Fayetteville may, at its option, terminate this agreement and take possession of such of _____ personal property as is reasonably necessary to secure payment of the amount due and unpaid.

11. Upon expiration or other termination of this lease, _____ rights to use of the demised premises shall cease, and _____ shall vacate the premises without unreasonable delay.

12. All covenants, conditions and provisions in this agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

_____: I have received a copy of "The Minimum Standards for the Fayetteville Municipal Airport Drake Field" _____.
(tenant's initials)

Mandatory Acknowledgment "By signing this application, acknowledge that I am ultimately responsible for the payment of any and all sums of money arising as a result of this grant of temporary credit."

Signature of Responsible Party	**Title**	**Date**

APPROVED:

Ray Boudreaux, Airport Director, Date

THE CITY OF FAYETTEVILLE:

Lioneld Jordan, Mayor Date

ATTEST:

Sondra Smith,
City Clerk and Treasurer

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

~~4/2/2013~~ 4-16-13 per Ray
City Council Meeting Date
Agenda Items Only

Ray M. Boudreaux	Aviation	Transportation
Submitted By	**Division**	**Department**

Action Required:

Action Required: A resolution to approve an extension of the Airport Hay Field Lease term with Donnie Sams, 238 Doke St., West Fork, AR, 72774, ph. 479-839-2915.

Future Revenue

$ 5,122.00	$ -	Revenue
Cost of this request	Category / Project Budget	Program Category / Project Name
5550.0955.4457.00	$ -	Chgs-serv
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ **Budget Adjustment Attached** ☐

Department Director — Date: 3-27-13

City Attorney — Date: 3-28-13

Previous Ordinance or Resolution # 127-11

Original Contract Date:

Original Contract Number:

Finance and Internal Services Director — Date: 3-29-2013

Received in City Clerk's Office 03-27-13 P04:32 RCVD

Chief of Staff — Date: 3-29-13

Received in Mayor's Office ENTERED 3/28/13

Mayor — Date: 3/29/13

Comments: Bid # 11-41

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
AVIATION DIVISION
4500 S School Ave, Ste F
Fayetteville, AR 72701
P (479) 718-7642

CITY COUNCIL AGENDA MEMO – April 2, 2013

To: Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

Thru: Terry Gulley, Transportation Director

Thru: Staff/Contract Review Committee

From: Ray M. Boudreaux, Aviation Director

Date: 3/15/13

Subject: Airport Hay Lease Extension

PROPOSAL: Approve a two-year extension to the Airport Hay Lease with Donnie Sams in order to take advantage of Mr. Sams' application to the USDA Natural Resource Conservation Service (NRCS), Environmental Quality Incentive Program (EQIP).

BACKGROUND: Bid No.11-41 was awarded to Mr. Sams by City Council Resolution No. 127-11 approving a five-year lease with Donnie Sams of West Fork. Mr. Sams has recently applied for the NRCS program that will provide material and financial incentives to farmers to improve the environmental condition of the land and quality of forage hay produced.

NRCS requires a 5-year performance period for participation in the EQIP. Mr. Sams currently has 3 years remaining on the Lease for managing the Airport's hay fields.

RECOMMENDATION: Airport Administration recommends approval of Mr. Sams' request for a two-year extension to Airport Hay Fields Lease with Mr. Sams. We believe that Mr. Sams' participation in EQIP, under supervision of the NRCS, would significantly benefit the quality and condition of the approximately 90 acres of Airport hay fields land. As some of the hay field areas are adjacent to the West Fork of the White River bordering Airport property, the planned improvement goes nicely hand in hand with the river restoration project currently under development in that area by achieving increased erosion control through re-seeding the fields.

BUDGET IMPACT: None in FY 2013. A small amount of revenue, $5122, will occur over the two-year Lease extension period.

Airport Board supported the extension at the meeting March 15, 2013.

RESOLUTION NO. _____

A RESOLUTION APPROVING A TWO (2) YEAR EXTENSION TO THE AIRPORT HAY LEASE WITH DONNIE SAMS OF WEST FORK, ARKANSAS TO FACILITATE PARTICIPATION IN A USDA NATURAL RESOURCE CONSERVATION SERVICE ENVIRONMENTAL QUALITY INCENTIVE PROGRAM

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 two (2) year extension to the airport hay lease with Donnie Sams of West Fork, Arkansas to facilitate participation in a USDA Natural Resource Conservation Service Environmental Quality Incentive Program.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

March 6, 2013

Mr. Ray M. Boudreaux, Director
Fayetteville Executive Airport
4500 S School Ave Ste F
Fayetteville, AR 72701

RE: Request for extension of Airport hay field lease

Dear Mr. Boudreaux,

As we discussed recently, the USDA Natural Resource Conservation Service (NRCS) has solicited an application from me for assistance under their Environmental Quality Incentive Program to improve the Airport's hay fields. They have proposed to provide the resources needed to re-seed the Airport's ninety or so acres with forage grasses, including reimbursement of labor expense to prepare the land, the cost of seed, lime and fertilizer.

The NRCS contract for the incentive program requires that the improved fields be maintained in improved condition for five years. The NRCS oversight entails regular inspections to insure that the initial preparation and planting occurs in year one, two year's maintenance of the contract specifications, and two additional years of field maintenance for a total contract period of five years.

My current lease with the City of Fayetteville for hay cultivation at the Airport is for five years beginning June 2011 and expiring July 2016. In consideration of the benefit to the citizens of Fayetteville by significantly improving the Airport's hay fields through my participation in the NRCS Environmental Quality Incentive Program, I respectfully request that the City consider an extension of my current lease for two additional years so that I may fulfill the requirements of the NRCS program.

Of course, the requested hay lease extension would be contingent upon receiving approval of my application for the incentives from the NRCS.

Thank you for your consideration.

Respectfully,

Donnie Sams
Donnie Sams

Programs

- Farm Bill
- Financial Assistance
  - Agricultural Management Assistance
  - Agricultural Water Enhancement Program
  - Air Quality Initiative
  - Cooperative Conservation Partnership Initiative
  - Conservation Innovation Grants
  - Conservation Stewardship Program
  - Environmental Quality Incentives Program
  - Emergency Watershed Protection Program
  - Wildlife Habitat Incentive Program
- Technical Assistance
- Easements
- Landscape Planning
- Alphabetical Listing & Archive

Environmental Quality Incentives Program

Introduction

The Environmental Quality Incentives Program (EQIP) is a voluntary program that provides financial and technical assistance to agricultural producers through contracts up to a maximum term of ten years in length. These contracts provide financial assistance to help plan and implement conservation practices that address natural resource concerns and for opportunities to improve soil, water, plant, animal, air and related resources on agricultural land and non-industrial private forestland. In addition, a purpose of EQIP is to help producers meet Federal, State, Tribal and local environmental regulations.

Who Can Apply

Owners of land in agricultural or forest production or persons who are engaged in livestock, agricultural or forest production on eligible land and that have a natural resource concern on the land may participate in EQIP.

How EQIP Works

EQIP provides financial assistance payments to eligible producers based on a portion of the average cost associated with practice implementation. Additional payments may be available to help producers develop conservation plans which are required to obtain financial assistance.

Historically underserved producers (limited resource farmers/ranchers, beginning farmers/ranchers, socially disadvantaged producers, Tribes) may be eligible for a higher practice payment rate for the implementation for conservation practices and conservation plans.

Producers may use a certified Technical Service Provider (TSP) for technical assistance needed for certain eligible activities, services and the development of conservation plans. Historically underserved producers may also be eligible for advance payments up to 30 percent of the cost needed to purchase materials or contracting services to begin installation of approved conservation practices.

NRCS works with the producer to develop a plan of operations that:

1. Identifies the appropriate conservation practice or measures needed to address identified natural resource concerns
2. Implements conservation practices and activities according to an EQIP plan of operations developed in conjunction with the producer that identifies the appropriate conservation practice or measures needed to address identified natural resource concerns. The practices are subject to NRCS technical standards adapted for local conditions.

Participants may not receive, directly or indirectly, payments that, in the aggregate, exceed $300,000 for all EQIP contracts entered into during any six-year period. Participants whose projects NRCS determines to have special environmental significance may petition the NRCS Chief for the payment limitation to be waived to a maximum of $450,000. Additional payment limitations apply to producers enrolled in the EQIP Organic Initiative.

EQIP Application Information

Information about how to apply for assistance through EQIP is available online. Click on the State where the property that you are interested in enrolling in EQIP is located. This will take you to that State's Programs home page, which will link to that State's EQIP page. Each State's EQIP page includes application ranking criteria, priority resource concerns, lists of eligible practices, payment rates, information about where you can submit applications, eligibility requirements and other program requirements.

Applications for EQIP are accepted on a continuous basis, however, NRCS establishes application "cut-off" or submission deadline dates for evaluation and ranking of eligible applications. To obtain an EQIP application, visit or contact your local NRCS field office.

RESOLUTION NO. 127-11

A RESOLUTION AWARDING BID #11-41 AND APPROVING A FIVE (5) YEAR AIRPORT HAY FIELD LEASE WITH DONNIE SAMS OF WEST FORK, ARKANSAS IN THE TOTAL RENTAL AMOUNT OF $12,805.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #11-41 and approves a five (5) year airport hay field lease with Donnie Sams of West Fork, Arkansas in the total rental amount of $12,805.00.

PASSED and **APPROVED** this 19th day of July, 2011.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK/TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution (amending Resolution #54-13) approving the purchase of one Chevy Tahoe off the State Vehicle contract from George Nunnally Chevrolet of Bentonville, AR in the amount of $28,789 for use by Transportation.

$ 28,789.00	$ 329,000.00	Police / Passenger Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 53,882.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02081.2013	$ 275,118.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 4-3-13

City Attorney — Date: 4-3-13

Finance and Internal Services Director — Date: 4-3-2013

Chief of Staff — Date: 4-3-13

Mayor — Date: 4/3/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-03-13 A10:04 RCVD Kim G.

Received in Mayor's Office ENTERED 4/3/13 PK

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TG/A

From: **Dennis Pratt, Fleet Operations Supt.**

Date: April 1, 2013

Subject: Purchase of one Chevy Tahoe for Transportation Division

PROPOSAL: That City Council amend resolution #54-13 to purchase a Chevy Tahoe from George Nunnally Chevrolet off State Contract.

RECOMMENDATION: Chevrolet Tahoe *Police* Package units are available off the State Vehicle Contract from Bale Chevrolet. Chevrolet Tahoe *Street* Package units are available off the State Vehicle contract from George Nunnally Chevrolet.

Fleet asked to purchase Street package Tahoes from Bale Chevrolet who cannot supply them.

Fleet requests that Council amend resolution #54-13 to purchase a Chevy Tahoe from George Nunnally Chevrolet – the company which was awarded the State Contract for non-police Tahoes.

This vehicle will be used as an Emergency response vehicle and will be part of Fleet's dual fuel pilot project. It will be able to run on either propane or gasoline.

This purchase was unanimously approved by the Equipment Committee on February 26, 2013

BUDGET IMPACT: Operating and Capital funds were budgeted.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 54-13 CONCERNING THE PURCHASE OF ONE (1) CHEVROLET TAHOE, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE TRANSPORTATION DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution No. 54-13 by striking therein all references to "Bale Chevrolet of Little Rock" and replacing them with "George Nunnally Chevrolet of Bentonville".

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

RESOLUTION NO. 54-13

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CHEVROLET TAHOE IN THE AMOUNT OF $28,789.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM BALE CHEVROLET OF LITTLE ROCK FOR USE BY THE TRANSPORTATION DEPARTMENT, 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 authorizes the purchase of one (1) Chevrolet Tahoe in the amount of $28,789.00, pursuant to a state procurement contract, from Bale Chevrolet of Little Rock for use by the Transportation Department.

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

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED:

By: **LIONELD JORDAN**, Mayor

ATTEST:

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

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

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: 4/2/2013

Page 3 of 8 Resolution 54-13

P.O Number:

Expected Delivery Date:

Vendor #: 21341

Vendor Name: GEORGE NUNNALLY CHEVROLET

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:___ No: x

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval:

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 CHEVROLET TAHOE, 4X4 PER STATE	1	EA	28,789.00	$28,789.00	9700.1920.5802.00	02081.2013		701261
2	VEHICLE CONTRACT, TO BE UNIT 1261,				$0.00				
3	FIXED ASSET #701261				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $28,789.00

Tax: EXEMPT

Total: $28,789.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution (amending Resolution #55-13) approving the purchase of one Chevy Tahoe off the State Vehicle contract from George Nunnally Chevrolet of Bentonville, AR in the amount of $28,789 for use by Solid Waste Division.

$ 28,789.00	$ 329,000.00	Police / Passenger Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 25,093.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02081.2013	$ 303,907.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry L. Gulley — 4-3-13
Department Director — Date

J. Blake — 4-3-13
City Attorney — Date

Paul A. Becker — 4-3-2012
Finance and Internal Services Director — Date

Chief of Staff — 4-3-13
Date

Fiorella Jaylen — 4/3/13
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 04-03-13 A10:04 RCVD
Kim J.

Received in Mayor's Office ENTERED 4/3/13

Comments:

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation** TGA

From: **Dennis Pratt, Fleet Operations Supt.**

Date: April 1, 2013

Subject: Purchase of one Chevy Tahoe for Solid Waste Division

PROPOSAL: That City Council amend resolution #55-13 to purchase a Chevy Tahoe from George Nunnally Chevrolet off State Contract.

RECOMMENDATION: Chevrolet Tahoe *Police* Package units are available off the State Vehicle Contract from Bale Chevrolet. Chevrolet Tahoe *Street* Package units are available off the State Vehicle contract from George Nunnally Chevrolet.

Fleet asked to purchase Street package Tahoes from Bale Chevrolet who cannot supply them.

Fleet requests that Council amend resolution #55-13 to purchase from George Nunnally Chevrolet – the company which was awarded the State Contract for non-police Tahoes.

This vehicle will be used as a Emergency response vehicle and will be part of Fleet's dual fuel pilot project. It will be able to run on either propane or gasoline.

This purchase was unanimously approved by the Equipment Committee on February 26, 2013

BUDGET IMPACT: This purchase was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 55-13 CONCERNING THE PURCHASE OF ONE (1) CHEVROLET TAHOE, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE SOLID WASTE DIVISION

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution No. 55-13 by striking therein all references to "Bale Chevrolet of Little Rock" and replacing them with "George Nunnally Chevrolet of Bentonville".

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

RESOLUTION NO. 55-13

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) CHEVROLET TAHOE IN THE AMOUNT OF $28,789.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FROM BALE CHEVROLET OF LITTLE ROCK FOR USE BY THE SOLID WASTE DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of one (1) Chevrolet Tahoe in the amount of $28,789.00, pursuant to a state procurement contract, from Bale Chevrolet of Little Rock for use by the Solid Waste Division.

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED: ATTEST:

By: Lionell Jordan
LIONELD JORDAN, Mayor

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

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

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

A. 9
Attach Resolution 55-13
Page 6 of 6

Requisition No.:	Date: 4/2/2013
P.O Number:	Expected Delivery Date:
Mail Yes:__ No: X	
Taxable Yes:___ No: X	Quotes Attached Yes:___ No: x
Division Head Approval: Dennis E. [illegible]	

Vendor #: 21341	Vendor Name: GEORGE NUNNALLY CHEVROLET		
Address:		Fob Point:	
City:	State:	Zip Code:	Ship to code: 50
Requester: BARBARA OLSEN		Requester's Employee #: 1940	Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 CHEVROLET TAHOE, 4X4 PER STATE	1	EA	28,789.00	$28,789.00	9700.1920.5802.00	02081.2013		701260
2	VEHICLE CONTRACT, TO BE UNIT 1260				$0.00				
3	FIXED ASSET #701260				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$28,789.00
TAX EXEMPT	
Total:	$28,789.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

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

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase a T800 Kenworth semi truck tractor off Bid 12-38 from MHC Kenworth of Springdale in the amount of $114,715, and approval of a Budget Adjustment to move funds to the Fleet expense account.

$ 114,715.00	$ -	Heavy Utility Vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ -	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02079.2013	$ -	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Terry J. Gulley — 3-29-13
Department Director — Date

[signature] — 4-1-13
City Attorney — Date

Paul A. Becker — 4-1-2013
Finance and Internal Services Director — Date

[signature] — 4-1-13
Chief of Staff — Date

[signature] — 4/1/13
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 3-29-13 P12:51 RCVD

Received in Mayor's Office ENTERED 4/1/13

Comments:

Fayetteville
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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: March 289, 2013

Subject: Purchase of one Semi Truck Tractor

PROPOSAL: That City Council approve the purchase of one Kenworth T800 Semi Truck Tractor off Bid 12-38 from MHC Kenworth of Springdale in the amount of $114,715.

RECOMMENDATION: Unit #755 is a 2000 Kenworth Semi truck tractor that was purchased used. It has over 760,000 miles and is no longer dependable for full time front line use. This truck was due for replacement in 2012, but was pushed back to 2015. However, it is now clear that it needs to be replaced this year.

Bid 12-38 was opened April 23, 2012. The low bid was from MHC Kenworth. Fleet checked with the vendor and they have agreed to hold their price on bid #12-38. As it has been less than a year, Fleet will piggyback that bid.

Fleet recommends purchasing a 2013 Kenworth T800 Semi Truck Tractor from MHC Kenworth of Springdale, AR in the amount of $114,715.

This purchase was unanimously approved by the Equipment Committee on March 26, 2013.

BUDGET IMPACT: Since this unit was not budgeted on the capital side to replace in 2013, a Budget Adjustment is needed to move funds to the Fleet expense account. Sufficient replacement funds have been collected to replace this unit. Operating funds have been budgeted for this year.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) KENWORTH T800 SEMI TRUCK TRACTOR PURSUANT TO BID #12-38 FROM MHC KENWORTH OF SPRINGDALE IN THE AMOUNT OF $114,715.00, 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 authorizes the purchase of one (1) Kenworth T800 semi truck tractor pursuant to Bid @12-38 from MHC Kenworth of Springdale, in the amount of $114,715.00.

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

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division: Fleet Operations Department: Transportation Services	Request Date	Adjustment Number
2013		4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested to purchase a semi truck tractor to replace #755 (WWTP_F018 - a 2000 Kenworth semi). Fleet didn't budget to replace it in 2013, but the old unit is no longer dependable and needs to be replaced. Sufficient funds are available to meet City objectives.

Division Head	3-19-13 Date	Prepared By: Barbara Olsen
Budget Director	4/1/13 Date	Reference: bolsen
Department Director	3-29-13 Date	Budget & Research Use Only Type: A B C D E P
Finance Director	4-1-2013 Date	General Ledger Date
Chief of Staff	4-1-13 Date	Posted to General Ledger — Initial — Date
Mayor	4/1/13 Date	Checked / Verified — Initial — Date

TOTAL BUDGET ADJUSTMENT 115,000 115,000

Account Name	Account Number		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	EX	115,000	-	02079 . 2013
Use of fund balance	9700.0970.4999.99	RE	-	115,000	.
					.
					.

EXHIBIT
A

#755

Fayetteville
ARKANSAS

BID: 12-38
04/23/12
3:00 PM
CITY OF FAYETTEVILLE

Bid 12-38,Truck Tractor

BIDDER	MANUFACTURER	MODEL	TOTAL BID PRICE
1 **MHC Kenworth/Volvo - Springdale**			
Tandem axle diesel powered truck tractor	Kenworth	T800	$110,715.00
Hydraulic wet line kit	Chelsea	A3XK	$4,000.00
			$114,715.00
2 **Peterbilt of Fort Smith, LLC**			
Tandem axle diesel powered truck tractor	Peterbilt	367	$114,593.00
Hydraulic wet line kit	Muncie	TG8B-U6807P3KX	$4,465.60
			$119,058.60

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

CERTIFIED: A. FOREN, PURCH AGENT — WITNESS — 04/23/12 DATE

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.: A-10 Bid #12-38 MHC Kenworth of Springdale

Date: 3/28/2013

P.O Number: Page 3 of 6

Expected Delivery Date:

Vendor #: 73750

Vendor Name: MHC KENWORTH

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:____ No: x

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval: Dennis E Pate

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	T800 KENWORTH SEMI TRUCK TRACTOR WITH	1	EA	114,715.00	$114,715.00	9700.1920.5802.00	02079.2013		700771
2	HYDRAULIC WET LINE KIT PER BID 12-38 SPECS				$0.00				
3	TO BE UNIT 771, FIXED ASSET #700771				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $114,715.00

Tax: EXEMPT

Total: $114,715.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase an S590 Bobcat Skid Steer loader from Williams Tractor of Fayetteville, AR off the NJPA Purchase contract in the amount of $37,505.

$ 37,505.00	$ 738,400.00	Backhoes / Loaders
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 399,640.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02076.2013	$ 338,760.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 3-29-13

City Attorney — Date: 4-1-13

Finance and Internal Services Director — Date: 4-1-2013

Chief of Staff — Date: 4-1-13

Mayor — Date: 4/1/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 03-29-13 P12:51 RCVD

Received in Mayor's Office — ENTERED 4/1/13

Comments:

Fayetteville
ARKANSAS
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THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: March 27, 2013

Subject: Purchase of one Bobcat Skid Steer Loader

PROPOSAL: That City Council approve the purchase of one Bobcat S590 Skid Steer loader from Williams Tractor off the NJPA contract in the amount of $37, 505 for use by Parks and Recreation.

RECOMMENDATION: Unit #661 is a 2005 Bobcat S205 Skid Steer loader used by Parks and Recreation that was due for replacement in 2011 and was pushed back to 2013. It is no longer dependable for full time front line use and needs to be replaced. It is available off the NJPA purchasing contract #060311.

Fleet recommends purchasing one 2013 S590 Bobcat Skid Steer loader from Williams Tractor of Fayetteville in the amount of $37,505.

This purchase was unanimously approved by the Equipment Committee.

BUDGET IMPACT: This unit was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) BOBCAT S590 SKID STEER LOADER FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $37,505.00

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 purchase of one (1) Bobcat S590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance cooperative purchasing contract, in the amount of $37,505.00.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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.: A. 11 | Date: 3/27/2013

P.O Number: S590 | Expected Delivery Date:

Vendor #: 11133 | Vendor Name: WILLIAMS TRACTOR | Mail Yes:__ No: X

Address: | Fob Point: | Taxable Yes:___ No: X | Quotes Attached Yes:___ No: x

City: | State: | Zip Code: | Ship to code: 50 | Divison Head Approval:

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

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	S590 Bobcat Skid Steer Loader per specs off	1	EA	37,505.00	$37,505.00	9700.1920.5802.00	02076.2013		706005
2	NJPA bid. To be unit 6005, FA706005				$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $37,505.00

Total: $37,505.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

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

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 1/2/2008

#6006

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase a T590 Bobcat Skid steer track loader from Williams Tractor of Fayetteville, AR off the NJPA purchasing contract in the amount of $47,226.

$ 47,226.00	$ 738,400.00	Backhoes / Loaders
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ 437,145.00	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02076.2013	$ 301,255.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry L Gulley — Department Director — 3-29-13 Date

City Attorney — 4-1-13 Date

Paul A. Becker — Finance and Internal Services Director — 4-1-2013 Date

Chief of Staff — 4-1-13 Date

Lionell Jordan — Mayor — 4/1/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-29-13 P12:51 RCVD

Received in Mayor's Office ENTERED 4/1/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: March 27, 2013

Subject: Purchase of one Track Skid Steer Loader

PROPOSAL: That City Council approve the purchase of one Bobcat T590 Skid Steer track loader from Williams Tractor off the NJPA contract in the amount of $47,226 for use by Water and Sewer.

RECOMMENDATION: Unit 9008 is a 1999 New Holland skid steer loader that died and was sold in January, 2013. It was scheduled for replacement this year and is available off the NJPA purchasing contract #060311.

Fleet recommends purchasing a 2013 T590 Bobcat compact track loader from Williams Tractor of Fayetteville in the amount of $47,226.

This purchase was unanimously approved by the Equipment Committee on March 26, 2013.

BUDGET IMPACT: This unit was budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) BOBCAT T590 SKID STEER TRACK LOADER FROM WILLIAMS TRACTOR OF FAYETTEVILLE, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING CONTRACT IN THE AMOUNT OF $47,226.00

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 purchase of one (1) Bobcat T590 skid steer track loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance cooperative purchasing contract, in the amount of $47,226.00.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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.: A. 12 Williams Tractor of Fayetteville T590 Skid Steer Track Loader Page 4 of 4

Date: 5/28/2013

P.O Number:

Expected Delivery Date:

Vendor #: 11133

Vendor Name: WILLIAMS TRACTOR

Mail Yes:__ No: X

Address:

Fob Point:

Taxable Yes:___ No: X

Quotes Attached Yes:___ No: x

City:

State:

Zip Code:

Ship to code: 50

Divison Head Approval:

Requester: BARBARA OLSEN

Requester's Employee #: 1940

Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	T590 BOBCAT TRACK SKID STEER LOADER PER	1	EA	47,226.00	$47,226.00	9700.1920.5802.00	02076.2013		706006
2	SPECS OFF NJPA CONTRACT #060311 TO BE				$0.00				
3	UNIT #6006, FIXED ASSET #706006				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal: $47,226.00

Tax: EXEMPT

Total: $47,226.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution to purchase a 2013 John Deere 750K Dozer off the State purchase contract from Stribling Equipment of Springdale, AR in the amount of $230,750, and approval of a Budget Adjustment to move funds to the Fleet expense account.

$ 230,750.00	$ 437,000.00	Construction Equipment
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1920.5802.00	$ -	Vehicles and Equipment
Account Number	Funds Used to Date	Program / Project Category Name
02077.2013	$ 437,000.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — 3-29-13 Date

City Attorney — 4-1-13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Finance and Internal Services Director — 4-1-2013 Date

Chief of Staff — 4-1-13 Date

Mayor — 4/2/13 Date

Received in City Clerk's Office 03-29-13 P12:51

Received in Mayor's Office ENTERED 4/1/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: March 28, 2013

Subject: Purchase of one John Deere Dozer

PROPOSAL: That City Council approve the purchase of one 2013 John Deere 750K Dozer off the State purchase contract from Stribling Equipment of Springdale, AR in the amount of $230,750 and approve a Budget Adjustment to move funds to the Fleet Expense account.

RECOMMENDATION: Unit #807 is a 1996 John Deere 750C Dozer which was scheduled for replacement in 2013 as it is no longer dependable for full time front line use. The unit spun a main bearing in mid-March and now needs immediate replacement. It is available off the State purchase contract #4600028050.

Fleet recommends purchasing a 2013 John Deere 750K XLT Dozer off the State contract from Stribling Equipment of Springdale, AR in the amount of $230,750.

This purchase was unanimously approved by the Equipment Committee on March 26, 2013.

BUDGET IMPACT: This unit was budgeted for on both the operating and capital sides. The purchase price was underestimated on the capital side so a Budget Adjustment is attached to move the balance needed to the Fleet Expense account.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2013 JOHN DEERE 750K DOZER FROM STRIBLING EQUIPMENT OF SPRINGDALE, PURSUANT TO A STATE PROCUREMENT CONTRACT, IN THE AMOUNT OF $230,750.00, 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 authorizes the purchase of one (1) 2013 John Deere 750K dozer from Stribling Equipment of Springdale, pursuant to a state procurement contract, in the amount of $230,750.00.

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

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Fleet Operations Department: Transportation Services	4/16/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Funds are requested to cover the shortfall on the replacement of dozer #807 (a 1996 Dozer, TRAN_F036). The purchase price was underestimated. Funds are available in project 02082.2011 which can be moved to project 02077.2013.

Sufficient funds remain to meet City objectives.

Division Head	3-25-13	Date
Budget Director	4/1/13	Date
Department Director	3-29-13	Date
Finance Director	4-1-2013	Date
Chief of Staff	4-1-13	Date
Mayor	4/2/13	Date

Prepared By: Barbara Olsen

bolsen

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		Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub Number
Vehicles and equipment	9700.1920.5802.00	⇒	22,000	-	02077 . 2013
Vehicles and equipment	9700.1920.5802.00	⇒	(22,000)		02082 . 2011
					.
					.

EXHIBIT
A

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

Stribling Equipment of Springdale
John Deere 750K Dozer
Page 5 of 6

Requisition No.: 13	Date: 3/28/2013
P.O Number:	Expected Delivery Date:
Mail	
Taxable Yes:___ No: X	Quotes Attached Yes:___ No: x
Divison Head Approval: Dennis Ei	

Vendor #: 22696	Vendor Name: STRIBLING EQUIPMENT		
Address:		Fob Point:	
City:	State:	Zip Code:	Ship to code: 50
Requester: BARBARA OLSEN		Requester's Employee #: 1940	Extension: 485

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	2013 JOHN DEERE 750C DOZER PER SPECS, OFF	1	EA	230,750.00	$230,750.00	9700.1920.5802.00	02077.2013		700821
2	STATE PURCHASE CONTRACT 4600028050				$0.00				
3	TO BE UNIT 821, FIXED ASSET 700821				$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$230,750.00
Tax:	EXEMPT
Total:	$230,750.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/2/2008

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Dennis Pratt / Barbara Olsen	Fleet Operations	Transportation
Submitted By	**Division**	**Department**

Action Required:

A resolution approving a contract between City of Fayetteville and Littlefield Oil Company to provide gasoline, diesel and Bio fuel to the City per Bid #13-15 for an estimated annual amount of $1,764,000.

$ 1,764,000.00	$ 1,764,429.00	Gasoline/Diesel for City vehicles
Cost of this request	Category / Project Budget	Program Category / Project Name
9700.1910.5213.00	$ -	Material and Supplies
Account Number	Funds Used to Date	Program / Project Category Name
	$ 1,764,429.00	Shop Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Terry L. Gulley — 3-28-13
Department Director — Date

R B Kelly — 4-1-13
City Attorney — Date

Paul A. Becker — 4-1-2013
Finance and Internal Services Director — Date

Dan Allen — 4-1-13
Chief of Staff — Date

Lioneld Jordan — 4/1/13
Mayor — Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-29-13 P12:51 RCVD

Received in Mayor's Office ENTERED 4/1/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: **Mayor/City Council**

Thru: **Terry Gulley, Director of Transportation**

From: **Dennis Pratt, Fleet Operations Supt.**

Date: March 28, 2013

Subject: Approval of Bulk Fuel contract

PROPOSAL: That City Council approve the Bulk Fuel contract with Littlefield Oil Company to supply gasoline, diesel and Bio fuel per Bid #13-15.

RECOMMENDATION: Bid 13-15 was opened Feb 26, 2013. Littlefield Oil Company was the low bidder; a bid tab sheet is attached.

Fleet recommends that Council approve the contract between City of Fayetteville and Littlefield Oil Company to supply fuel to the City per Bid 13-15.

BUDGET IMPACT: Fuel has been budgeted for on both the capital and operating sides.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #13-15 AND APPROVING A CONTRACT WITH LITTLEFIELD OIL COMPANY IN AN ESTIMATED ANNUAL AMOUNT OF $1,764,000.00 TO PROVIDE GASOLINE, DIESEL FUEL AND BIO FUEL FOR CITY VEHICLES AND EQUIPMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #13-15 and approves a contract with Littlefield Oil Company in an estimated annual amount of $1,764,000.00 to provide gasoline, diesel fuel and bio fuel for city vehicles and equipment.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS

CONTRACT

Reference: Bid 13-15, Bulk Fuel
Contractor: Littlefield Oil Company
Term: 1 year with 4 automatic renewal options, for a total of a 5 year contract

This contract executed this _____ day of _____ _____, 2013, between the City of Fayetteville, Arkansas, and **Littlefield Oil Company.** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Littlefield Oil Company** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 13-15** as stated in **Littlefield Oil Company** bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 13-15, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay **Littlefield Oil Company** based on their bid proposal in an amount not to exceed the mark-up prices bid in **Bid 13-15**. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made in accordance with Bid 13-15.

3. The Contract documents which comprise the contract between the City of Fayetteville and **Littlefield Oil Company** consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to **Bid 13-15** with the specifications and conditions typed thereon.
   B. **Littlefield Oil Company** bid proposal.
   C. The Notice to Prospective Bidders and the Bid Tabulation.

4. These Contract documents constitute the entire agreement between the City of Fayetteville and **Littlefield Oil Company** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Littlefield Oil Company.**

5. **Littlefield Oil Company** shall not assign its duties under the terms of this agreement.

6. **Littlefield Oil Company** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from **Littlefield Oil Company** performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. **Littlefield Oil Company** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Littlefield Oil Company** shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

   Workmen's Compensation Statutory Amount

Comprehensive General & Automobile Insurance

Bodily Injury Liability	$500,000 for each person injured. $1,000,000 for each accident.
Property Damage Liability	$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by **Littlefield Oil Company.**

8. **Littlefield Oil Company** to furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or **Littlefield Oil Company** with 30 days written notice.

10. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

11. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees. However, In the event an additional soy based supplier becomes available, the City and **Littlefield Oil Company** shall renegotiate the mark-up price per gallon, based on what is reasonable for both parties.

WITNESS OUR HANDS THIS_____DAY OF _____, 2013.

LITTLEFIELD OIL COMPANY

By: _____
Signature

BRAD ARTERBURY, PRESIDENT
Printed Name & Title

_____
ATTEST *(Signature)*

_____
Company Secretary *(Printed Name)*

Business Address

3403 CAVANAUGH FORT SMITH, AR 72908
City, State & Zip Code

Date Signed: 1/13

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

_____
ATTEST: *(Signature)*

_____
Sondra Smith, City Clerk

Date Signed: _____

Fayetteville
ARKANSAS

BID: 13-15
DATE: 02/26/13
2:00 PM
CITY OF FAYETTEVILLE

Bid 13-15, Bulk Fuel

Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)		Frost Oil Company			Littlefield Oil Company			Mansfield Oil Company of Gainesville, Inc.			Petroleum Traders Corporation		
				Schedule A (Full Tank Deliveries)											
				Mark up PER GALLON		Total Line Item Bid (Mark Up)	Mark up PER GALLON		Total Line Item Bid (Mark Up)	Mark up PER GALLON		Total Line Item Bid (Mark Up)	Mark up PER GALLON		Total Line Item Bid (Mark Up)
A-1	#2 Dyed Ultra Low Sulfer Diesel	20,000	X	$ 0.0414	=	$ 828.00	$ 0.0380	=	$ 760.00	$ 0.0617	=	$ 1,234.00	$ 0.0114	=	$ 228.00
A-2	Unleaded 87 Octane Gasoline	11,000	X	$ 0.0374	=	$ 411.40	$ 0.0338	=	$ 371.80	$ 0.0190	=	$ 209.00	$ 0.0218	=	$ 239.80
A-3	Soy Based Bio	3,000	X	$ 0.1412	=	$ 423.60	$ 0.1500	=	$ 450.00	$ 0.1217	=	$ 365.10	$ 0.2522	=	$ 756.60
				Total Schedule A:		$ 1,663.00	Total Schedule A:		$ 1,581.80	Total Schedule A:		$ 1,808.10	Total Schedule A:		$ 1,224.40
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)		Schedule B (Bob - Tail Deliveries)											
B-1	#2 Dyed Ultra Low Sulfer Diesel	8,400	X	$ 0.1128	=	$ 947.52	$ 0.1000	=	$ 840.00	$ 0.3404	=	$ 2,859.36	$ 0.2500	=	$ 2,100.00
B-2	Unleaded 87 Octane Gasoline	2,600	X	$ 0.1048	=	$ 272.48	$ 0.1000	=	$ 260.00	$ 0.3404	=	$ 885.04	$ 0.2500	=	$ 650.00
				Total Schedule B:		$ 1,220.00	Total Schedule B:		$ 1,100.00	Total Schedule B:		$ 3,744.40	Total Schedule B:		$ 2,750.00
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)		Schedule C (Bob - Tail Deliveries - no 100 octane)											
C-1	100 Octane - Low Lead	2,500	X	Total Schedule C:		NO BID	Total Schedule C:		NO BID	Total Schedule C:		NO BID	Total Schedule C:		NO BID
				TOTAL BID AMOUNT:		$ 2,883.00	TOTAL BID AMOUNT:		$ 2,681.80	TOTAL BID AMOUNT:		$ 5,552.50	TOTAL BID AMOUNT:		$ 3,974.40

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

CERTIFIED: Andrea Foren — A. FOREN, PURCHASING AGENT

Joanna Main — WITNESS

2-27-13 — DATE

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

INVITATION TO BID

INVITATION TO BID: Bid 13-15, Bulk Fuel
PRE-BID MEETING: Friday, February 08, 2013 at 10:00 AM, Local Time – Room 326
DEADLINE: Friday, February 22, 2013 before 2:00 PM, Local Time
DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Foren, CPPB, CPPO, aforen@ci.fayetteville.ar.us
DATE OF ISSUE AND ADVERTISEMENT: Monday, February 04, 2013

INVITATION TO BID
Bid 13-15, Bulk Fuel

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

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Invitation to Bid
Bid 13-15, Bulk Fuel

The City of Fayetteville is accepting sealed bids for the purchase of bulk fuel for a one year term, with an option to renew for an additional four (4) years. All bids shall be submitted to the City Administration Building, City Hall, Room 306, 113 West Mountain Street, Fayetteville, Arkansas 72701 before the deadline stated below.

All bids are due before **Friday, February 22, 2013 before 2:00 PM, local time**. All bids are due before the time stated. No late bids shall be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities.

A non-mandatory pre-bid meeting will be held on Friday, February 08, 2013 at 10:00 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. ***Note: All interested parties are strongly encouraged to attend.***

Bid forms can be downloaded from the City's Purchasing Web Site at www.accessfayetteville.org. All questions should be directed to Andrea Foren.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

City of Fayetteville
By: Andrea Foren, CPPB, CPPO
479.575.8220
aforen@ci.fayetteville.ar.us
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 02/04/2013

City of Fayetteville
Bid 13-15, Bulk Fuel
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

   a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.

   b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.

   c. Bids shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

   d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.

   e. Bidders must have experience in providing products and/or services of the same or similar nature.

   f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

   g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.

   h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

   a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
   b. The City of Fayetteville reserves the right to accept or reject any or all bids.
   c. The City of Fayetteville reserves the right to cancel the entire bid.
   d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.

e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. **CONFLICT OF INTEREST:**

a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".

b. All bidders shall promptly notify Andrea Foren, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWL OF PROPOSAL:**

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. **LATE PROPOSAL OR MODIFICATIONS:**

1. Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. **COLLUSION:**

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.

b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after

approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

a. The City reserves the right to cancel this contract without cause by giving sixty (60) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Contractor also has the right to cancel contract with providing a sixty (60) calendar day notice to the City.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

19. **ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within sixty (60) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. **INTEGRITY OF BID DOCUMENTS:**

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. **OTHER GENERAL CONDITIONS:**

a) Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

b) Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price***. Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.

c) Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.

d) Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.

e) The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

f) The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

g) If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

h) **NOTE: Any uncertainties shall be brought to the attention to Andrea Foren immediately via telephone (479.575.8220) or e-mail (aforen@ci.fayetteville.ar.us). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.**

i) Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Andrea

Foren, City of Fayetteville, Purchasing Agent via e-mail (aforen@ci.fayetteville.ar.us) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j) Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

k) Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

l) The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

m) The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **ATTACHMENTS TO BID DOCUMENTS:** N/A

City of Fayetteville
Bid 13-15, Bulk Fuel
Detailed Specifications: Bulk Fuel

1.0 GENERAL:

1.1 The City of Fayetteville intends to establish a term contract to supply and deliver fuel products (gasoline, diesel, soy based bio, and aviation fuel on an as needed basis to various locations in the City of Fayetteville).

1.2 All product(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.

1.3 All specifications written are to *minimums*, unless otherwise noted.

1.4 All bulk tank wagon delivery trucks shall have Weights and Measures certified meters. Copies of current certificates shall be provided.

1.5 Vendor warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications.

1.6 To insure availability, vendor shall have fuel supply contracts with a minimum of two (2) major suppliers.

1.7 Quantities listed are approximate anticipated annual requirements based on prior purchases.

1.8 Bidder agrees to sell other automotive fuel products required for specific applications not listed in this bid but available from contracted suppliers at a price not to exceed the same cost factor of the highest per unit mark up listed in this bid. (Example: Site C - 100 Octane Aviation Fuel).

1.9 The City reserves the right to secure from another source if needed product cannot be delivered within the specified time.

2.0 TERM:

2.1 Contract shall be for a term of one year from date of award. Contract may be extended for four additional one year terms upon mutual agreement of the City and the vendor.

2.2 The City may terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount.

3.0 INSURANCE:

3.1 Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

3.2 If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance

Requirements set forth herein protecting City of Fayetteville and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

3.3 Prior to commencing any work or services under this Contract, Contractor shall furnish City of Fayetteville with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Fayetteville shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within forty-eight (48) hours after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

a. Commercial General Liability
b. Auto Liability
c. Commercial General Liability
   i. Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence.
   ii. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury.
d. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.
e. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract.

4.0 RECORDS AND AUDIT RIGHTS:

4.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.

4.2 The City's authorized representative shall be afforded access, at reasonable times and places, to all of the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

5.0 MINIMUM SPECIFICATIONS:

5.1 Minimum standards shall be determined in accordance with the American Society for Testing and Materials (ASTM). All fuel must comply with provisions of the "Federal Clean Air Act" and any subsequent revisions as amended.

5.2 UNLEADED REGULAR GASOLINE

a. Unleaded regular gasoline shall meet or exceed specifications of ASTM D949
b. Minimum Octane rating – eighty seven (87)

5.3 ULTRA LOW SULPHUR RED DYED No. 2 DIESEL FUEL

a. The Diesel Fuel shall meet or exceed specifications of ASTM D975
b. Minimum cetane rating of forty five (45)
c. If additives are added to reach cetane number, the cost of such additives shall be included in the bid pricing. The City shall pay no extra cost for additives. If additives are included, please disclose such on bid form.

5.4 BIO DIESEL

a. Bio Blend can only be from a Soy base that meets ASTM D-7467
b. The facility shall be a registered as a BQ9000 production plant
c. No other bio-based product will be accepted
d. Bio batch information will be presented when delivered

6.0 ADDITIONAL INFORMATION REQUIRED WITH BID:

6.1 Each bidder shall attach information sheets containing the following minimum information in order to determine the best service, support, and price offer for the City of Fayetteville.

a. Company name
b. Office address
c. Name of officers or majority owners
d. Number of owned transport tanker units
e. Number of owned tank wagon units
f. Name, address and contact information of all currently contracted transporters

6.2 Bidder shall provide the following information with bid:

a. Provide a listing of all contracted fuel suppliers.
b. Provide a listing of all contracted terminals in the NWA or Fort Smith area.
c. Provide the source of third party price information.

6.3 Cancellation of a fuel supplier or terminal that factored into low bid award may be cause for contract cancellation

a. Additional suppliers may be added upon notification of the City

6.4 The cost basis for fuel deliveries shall be the gross rack price as reported in the Oil Price Information Service (OPIS) newsletter, which is published every Monday. This index contains rack prices confirmed the prior Thursday evening at 5:59 p. m. EST all year round except Thanksgiving, when the prices are confirmed on Wednesday at 5:59 p.m. EST. The bid form contains mark up pricing for each type of fuel. This mark up shall be added to the OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. **No price increase shall be allowed in this contract.**

a. These prices and listed quantity estimates will be used to determine a bid price to which margin price will be added to determine the final bid price.

6.5 Copies of actual purchase invoices on dates indicated shall be provided with the bid.

7.0 CONTRACT BULK FUEL PRICING:

7.1 ***The contract price for all fuel shall be the margin price (in cents per gallon, to a maximum of four decimal places) for each line item, to be added to, the listed OPIS rack price as described. That price will be used for all deliveries until the following Friday.***

7.2 Margin prices shall include all costs of the contractor in performance of the contract to include overhead, profit, delivery and unloading fuel into the applicable storage tank and any other cost.

7.3 Additional charges not specifically outlined in this bid (additional handling, split load, split drop, etc.) will not be allowed unless listed and attached to the bid. Listed charges will be considered in final bid award.

7.4 The margins bid shall to remain firm for the entire contract period.

7.5 No taxes are to be included in the contract prices. Applicable taxes shall be itemized and billed as a separate item on invoices.

8.0 BULK FUEL DELIVERY METHOD:

8.1 All orders will be placed by authorized city staff by phone, FAX, or other mutually agreed process.

8.2 All orders must be filled no later than the second business day following date of order.

8.3 Order quantities will allow for full tanker delivery except locations where specified tank size will not accommodate.

8.4 Site A gasoline orders will be for split tanker with diesel delivery at same location or split tanker with Site B. Charges (if any) for these services shall be clearly listed in attachment to the bid.

8.5 Contractor shall accommodate for delivery into above ground tanks where specified.

8.6 Delivery times shall be coordinated with each delivery location.

9.0 BULK FUEL DELIVERY TICKET:

9.1 A delivery ticket containing the following information shall be provided at the time of each delivery:

a. Contractor's name
b. Address
c. Delivery location and tank
d. Type of fuel
e. Grade of fuel
f. Terminal
g. Supplier
h. Bill of lading fuel quantity (net gallons)
i. Reading prior to unloading
j. Reading following unloading

9.2 The City shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

9.3 Company driver and City personnel shall both sign and date the delivery ticket.

10.0 BILLING (MUST BE PROVIDED WITHIN 24 HOURS OF DELIVERY):

10.1 All invoices shall clearly outline the following:

a. Contractor's name
b. Address
c. Delivery location and tank
d. Type of fuel
e. Terminal
f. Fuel supplier
g. OPIS price
h. Margin price (price bid)
i. Applicable taxes
j. Valid Purchase Order Number.
k. Net Gallons Delivered
l. All invoices must be accompanied by the following information:
m. Copy of Terminal Bill of Lading
n. Copy of Suppliers Invoice

11.0 PAYMENT:

11.1 The City prefers to pay with a P-Card (VISA) card at no additional fee or cost to the City, which provides payment of invoices within 24-48 hours, depending on Bidder's credit card processor. However, if VISA payments are not an acceptable method of payment, the City's payment terms for this bid shall be net fifteen (15) from date of accepted invoice.

Bid 13-15, Addendum 1

Fayetteville
ARKANSAS

Date: Wednesday, February 13, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) This addendum contains the following documents (new and revised):

a. **Revised Bid Form**
   i. **Included with this Addendum is a revised bid form; this form shall be used by all bidders. Failure to use accurate bid form shall result in bid rejection.**

b. Revised Appendix A - Site Locations & Current Usage

c. Sign-in sheet from the non-mandatory pre-bid meeting held on Friday, February 08, 2013

d. Appendix B – Additional Information: Includes (1) 2007 bid tabulation and (2) sample of an invoice from the current supplier.

2.) The resulting notes, clarifications, and changes were discussed during the pre-bid meeting or other questions asked by interested parties:

a. The current supplier for bulk fuel is Littlefield Oil.
b. Current fuel pricing structure is actual rack price (paid by vendor) plus markup as bid in 2007.
   i. See attached Appendix B (described above).

c. This bid is intended to be awarded by the Fayetteville City Council on March 19, 2013 or April 02, 2013. Contract shall go into effect the following Monday after the City Council has awarded the bid.

d. Hours for delivery shall be Monday – Friday from 8:00 AM – 3:00 PM.

e. References in the bid to the "OPIS price" shall be understood to be the **weekly OPIS average price** listed and described in the bid documents (reference 6.4 and 7.1).

f. 100 octane gasoline on Site 7C is intended for use in aircraft.

g. Delivered bio shall be "splash mixed" with the diesel before delivery.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

h. REVISED PAYMENT TERMS: **In order to receive the best pricing the City hereby changes payment terms for all fuel invoices to net seven (7) calendar days via ACH payment from date of accurate invoice received. The City encourages electronic invoice processing via e-mail, etc.**

i. This bid does not include any equipment or services for oil waste disposal.

j. The City does not have a DBE/MBE/WBE requirement for this bid; however, the City encourages DBE/MBE/WBE participation on all City contracts.

k. Bidders have the option of bidding the following schedules or combination thereof:
   i. Schedule A, Schedule B, and Schedule C: Bidders may bid on all 3 schedules
   ii. Schedule A and Schedule B: Bidders who bid Schedule A shall also bid on Schedule B. Bidders who bid on Schedule B shall also bid on Schedule A.
   iii. Schedule C Only: Bidders may bid only on Schedule C

l. Bids shall be evaluated in the following manner:
   i. Lowest bid for Schedule A and Schedule B combined. Schedule A and Schedule B shall be awarded to a single provider.
   ii. Schedule C shall be evaluated independently.
   iii. The City of Fayetteville reserves the right to award Schedule C as an independent contract, separate from Schedule A and Schedule B.

Bid 13-15, Schedule A (Full Tank Deliveries)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	x	$0.__ __ __ __	=	$
A-2	Unleaded 87 Octane Gasoline	11,000	x	$0.__ __ __ __	=	$
A-3	Soy Based Bio	3,000	x	$0.__ __ __ __	=	$
***TOTAL BASE BID - Schedule A:** (does not include OPIS cost for fuel or wholesaler cost for bio)						$

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index or actual cost of soy based bio. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. Item A-3 shall be added to the actual cost charged by the Soy Based Bio Wholesaler. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

NOTICE:
THIS BID FORM CONTINUES ON THE NEXT PAGE

Bid 13-15, Schedule B (Bob-Tail Deliveries - no 100 octane)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	x	$0.__ __ __ __	=	$
B-2	Unleaded 87 Octane Gasoline	2,600	x	$0.__ __ __ __	=	$
					*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)	$

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

Bid 13-15, Bulk Fuel -- Schedule C (Bob-Tail Deliveries - 100 octane ONLY)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
C-1	100 Octane - Low Lead	2,500	x	$0.__ __ __ __	=	$
					*TOTAL BASE BID - Schedule C: (does not include base cost for fuel)	$

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

NOTICE:
THIS BID FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM
Revised Bid Form (Continued)

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal and employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** _____

Purchase Order/Payments shall be issued to this name

***BUSINESS ADDRESS:** _____

***CITY:** _____ ***STATE:** _____ ***ZIP:** _____

***PHONE:** _____ **FAX:** _____

***E-MAIL:** _____

***BY: (PRINTED NAME)** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE:** _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED APPENDIX A
Appendix A: Site Locations & Current Usage Information – REVISED

	Site	Tank Size (Gallons)	Site Description	Site Address	Tank Type	Estimated Monthly Usage	Fuel Type	Estimated delivery Method	Schedule on Bid Form
1	A	25,000 Two connected tanks	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	20,000	#2 Dyed Ultra Low Sulfur Diesel	Full Tank Load	Schedule A
2	A	Included with 1A above	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,000	Soy Based Bio	Full Tank Load	Schedue A
NOTICE	**NOTE FOR 1A and 1B:** This location has two tanks that are connected for a total of 25,000 gallon capacity. The fuel for this delivery shall arrive to the City already splash blended and mixed. Estimates are based off of 10% soy based bio for the winter months, and 20% soy based bio for summer months.								
3	A	6,000	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4B	Schedule A
4	B	10,000	City Hall	125 N. Church St.	Under Ground	7,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4A	Schedule A
5	C	550	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
6	C	1,000	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane	Tank-Wagon	Schedule B
7	C	1,000	Airport	4500 S. School Avenue	Above Ground	2,500	100 Octane - Low Lead	Tank-Wagon	Schedule C
8	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane	Tank-Wagon	Schedule B
9	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	5,800	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
10	E	3,000	Noland WWTP	1400 N. Fox Hunter Road	Above Ground	1,500	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
11	E	1,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
12	E	2,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	500	Unleaded 87 Octane	Tank-Wagon	Schedule B
13	F	1,500	BMS Generator Tank	16464 Wyman Road	Above Ground	100	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B
14	F	2,000	BMS Diesel Tank	16464 Wyman Road	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank-Wagon	Schedule B

Telecommunications Device for the Deaf TDD (479) 521-1316
113 West Mountain - Fayetteville, AR 72701

Fayetteville
ARKANSAS

City of Fayetteville
Attendance Sheet

BID/RFP/RFQ #: Bid 13-15
Description: Bulk Fuel - Pre-Bid Meeting
Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02 / 08 / 13 Time: 10:00 am

City staff e-mail includes "@ci.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Andrea Foren	City of Fayetteville	Purchasing Agent	479.575.8220	aforen@
2	Dwight Mitchell	FIRST Oil	Sales	479-263-0229	dwight.mitchell@firstoil
3	Jesse Becks	City of Fayetteville	Fleet	479-444-3496	jbecks@ci.fayetteville.ar.us
4	Dawn Haskins	City	Fleet	444-3484	
5	JIM CARROLL	LITTLEFIELD OIL	SALES	479-462-5161	JIMC@LITTLEFIELDOIL.COM
6	Theresa Simmons	Petroleum Traders	Support (Local)	260-432-6622	
7					Ada Duff.
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18					
19					
20					

Bid Tabulation from 2007

BID: 07-46
6/21/2007
2:00 PM
CITY OF FAYETTEVILLE

Fayetteville
ARKANSAS

Bid 07-46, Fuel

BIDDER	Unleaded Gasoline - Regular Grade - Tanker	Unleaded Gasoline - Regular Grade - Tank Wagon	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tanker	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tank Wagon	TOTAL BID PRICE
1 Frost Oil Company	$398,879.50	$62,951.25	$604,623.25	$172,719.75	**$1,239,173.75**
2 Fuels & Supplies	$405,516.30	$64,034.75	$610,060.00	$179,880.00	**$1,259,491.05**
3 Littlefield Oil Company	$397,986.15	$59,108.75	$603,042.00	$167,886.00	**$1,228,022.90**
4 Mid-South Sales	$398,456.20	$60,346.50	$602,604.75	$169,596.75	**$1,231,004.20**
5 Petroleum Traders Corporation	$397,964.90	No Bid	$611,026.63	No Bid	**$1,008,991.53** (tankers only)

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

CERTIFIED: P Vice — P. VICE PURCH MGR WITNESS 6/26/07 — DATE

Copy of recent invoice (1 of 2)

Invoice

Page 1 of 1

Littlefield Oil Company, Inc.
PO Box 180100
Fort Smith, AR 72918 USA
479-646-0595

Account Number: 1000810
Invoice Number: 202941
Invoice Date: 01/18/13 06:35AM

Amount Due: $17,650.05
Due Date: 02/02/13

City of Fayetteville-Fleet
1525 S Happy Hollow Road
Fayetteville, AR 72701

Shipping Address:
Uptown
City of Fayetteville Uptown
Fayetteville, AR 72710

HM DOT- Name, Class, ID, Group

Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Carrier: LOC Transport	Vehicle: Truck 102	Salesperson: none		
Order Number: 202941	Purchase Order Number: 13-8	BOL Number: 152105		
01 Unleaded Regular	Unleaded Regular/Gallons	6,074.0000	2.66950	$16,159.88
		Shipping / Freight Charge:		$105.08
		Tax:		$1,341.74
		Total This Item:		$17,606.70
		NET 15 Days Terms:		$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Excise Gasoline	716018462	$0.00	Yes
Federal Environmental Fee	716018462	$6.07	No
Federal Oil Spill Fee	716018462	$11.54	No
Arkansas Environmental Fee	716018462	$16.22	No
Arkansas Excise Gasoline	716018462	$1,305.91	No

No terms discount available for this invoice.

Products Total:	$16,159.88
Shipping / Freight Total:	$148.43
Tax Total:	$1,341.74
Invoice Total:	$17,650.05
Discount Total:	$0.00
Net Invoice Total:	$17,650.05
Total Due:	$17,650.05

2.906

Copy of recent invoice (2 of 2)

Transmontaigne Partners L.P.
ROGERS TERMINAL #: 0012229
8801 W HUDSON
ROGERS, AR 72756
BILL OF LADING

Order Number:
Order Date: 01/18/13
Folio Number: 01/012
Input Serial Number: 5173

BOL Number: 0182105
Load Start: 01/18/13 06:35
Load End: 01/18/13 08:46
Order Type: Rack
Loadspot Number: 02

Stockholder/Customer
Type:
0000001
TRANSMONTAIGNE PRODUCT SERVICE
TM55069
PHILLIPS 66

Retail or Petroex #
PO#
Terminal EPA # 0412981872
Destination EPA #

Account/Consignee
Account #: 5566900

PHILLIPS 66

County:
Consignee # 0046872
LITTLEFIELD OIL (P66-AR)

VARIOUS, AR

RECEIVED BY
TM64190 GENERATIONS TRANSPORT
SCAC #: GETD
Tractor #:
Trailer #: 49

DRIVER
Signature:
X
0000220[illegible] JOE BASNETT

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:
BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL
********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN28618 **********

PRODUCT TOTALS (GALLONS)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	OCT	RVP	TANK	MESSAGE NUMBER(S)
008706	87 CONV REG NL (Phillips)	8500	8604	42.6	65.7	87.00			1536,1502,1815,E0R000
	TOTAL	8500	8604						

H2O MSG: UN1203, GASOLINE, 3 , PG II, 1 Cargo Tank,, SEE ERG GUIDE 128

MSG #	MESSAGE
1536	CONVENTIONAL GAS MEETS RVP SPECS FOR STATE WHERE LOADED - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA, ETHERS MAY BE PRESENT.
1502	GASOLINE MEETS ALL APPLICABLE TIER 2 MOTOR VEHICLE EMMISSION SULFUR STANDARDS REGULATED UNDER 40 CFR PARTS 80, 85, AND 86
1815	NATIONAL DETERGENT ADDITIZED GASOLINE
E0R000	E0: CONTAINS NO ETHANOL. THE RVP DOES NOT EXCEED XX./ PSI.

PRODUCT BY COMPARTMENT

LOT	COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
	01	22	008706	87 CONV REG NL (Phillips)	2500	2529	43.4	65.5
			008700	87 CONV REG NL (BASE)	2500	2529	43.4	65.5
			000006	HiTec 6676C	0.6260	0.6260	43.4	60.0
	02	22	008706	87 CONV REG NL (Phillips)	1500	1517	43.7	65.5
			008700	87 CONV REG NL (BASE)	1500	1517	43.7	65.5
			000006	HiTec 6676C	0.3760	0.3760	43.7	60.0
	03	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
	04	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
	05	21	008706	87 CONV REG NL (Phillips)	2500	2532	41.9	66.0
			008700	87 CONV REG NL (BASE)	2500	2532	41.9	66.0
			000006	HiTec 6676C	0.6260	0.6260	41.9	60.0

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE X_____

CUSTOMER TANKS
NO CUSTOMER TANKS ON FILE

FAY Fleet Shop
FAY Fleet Uptown
Fayetteville

Bid 13-15, Addendum 2

Fayetteville
ARKANSAS

Date: Tuesday, February 19, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) All references in bid documents to the "OPIS price" are hereby modified to the **WEEKLY OPIS price from the terminal located in Rogers, Arkansas.**

2.) Mark up for pricing on Soy Based Bio (Line item A-3) shall be based off the location of the current soy based bio supplier in Missouri. The City reserves the right to renegotiate mark up charged to the City on soy based bio in the event additional acceptable suppliers become available.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 13-15, Addendum 3

Fayetteville
ARKANSAS

Date: Wednesday, February 20, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) Due to the possibility of inclement weather in the area, the deadline for this bid has been extended until **Tuesday, February 26, 2013 before 2:00:00 PM, local time**. All bids shall be received before this deadline at the City Administration Building (City Hall), 113 W. Mountain, Fayetteville, AR 72701. Acknowledgement of this Addendum can be faxed to 479.575.8257 with the company name written accompanied with an authorized signature.

2.) The approved Soy Based Bio supplier for the City of Fayetteville is Archer Daniels Midland, Company, www.adm.com. No other soy based bio suppliers have been approved by the City at this time. Please note, the soy based bio shall be picked up after the fuel so it can be properly splash mixed when it arrives at the City's delivery location.

   a. **Archer Daniels Midland Company** (Missouri Office, currently location supplying the City of Fayetteville through the current fuel contractor).
   Location: Deerfield, Missouri
   Phone: 1-217-451-6678
   Contact: Dwain

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM
Revised Bid Form (Continued)

EXECUTION OF BID -

Bidders are requested to indicate by check mark or "Yes/No" on each line of the Technical Specifications the compliance of the item bid. Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation must be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal and employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

***NAME OF FIRM:** Littlefield Oil Company
Purchase Order/Payments shall be issued to this name

***BUSINESS ADDRESS:** 3403 CAVANAUGH

***CITY:** FORT SMITH ***STATE:** AR ***ZIP:** 72908

***PHONE:** 479-646-0595 **FAX:** 479-646-9776

***E-MAIL:** cjames@littlefieldoil.com

***BY: (PRINTED NAME)** Clifton James

***AUTHORIZED SIGNATURE:** CL James

***TITLE:** VICE PRESIDENT

Acknowledge Addendums:

Addendum No. 1 Dated: 2/13/13 Acknowledged by: CL

Addendum No. 2 Dated: 2/19/13 Acknowledged by: CL

Addendum No. 3 Dated: 2/20/13 Acknowledged by: CL

Bid 13-15, Addendum 1

Fayetteville ARKANSAS

Date: Wednesday, February 13, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) This addendum contains the following documents (new and revised):

a. **Revised Bid Form**
   i. **Included with this Addendum is a revised bid form; this form shall be used by all bidders. Failure to use accurate bid form shall result in bid rejection.**

b. Revised Appendix A - Site Locations & Current Usage

c. Sign-in sheet from the non-mandatory pre-bid meeting held on Friday, February 08, 2013

d. Appendix B – Additional Information: Includes (1) 2007 bid tabulation and (2) sample of an invoice from the current supplier.

2.) The resulting notes, clarifications, and changes were discussed during the pre-bid meeting or other questions asked by interested parties:

a. The current supplier for bulk fuel is Littlefield Oil.
b. Current fuel pricing structure is actual rack price (paid by vendor) plus markup as bid in 2007.
   i. See attached Appendix B (described above).

c. This bid is intended to be awarded by the Fayetteville City Council on March 19, 2013 or April 02, 2013. Contract shall go into effect the following Monday after the City Council has awarded the bid.

d. Hours for delivery shall be Monday – Friday from 8:00 AM – 3:00 PM.

e. References in the bid to the "OPIS price" shall be understood to be the **weekly OPIS average price** listed and described in the bid documents (reference 6.4 and 7.1).

f. 100 octane gasoline on Site 7C is intended for use in aircraft.

g. Delivered bio shall be "splash mixed" with the diesel before delivery.

Telecommunications Device for the Deaf · TDD (479) 521-1316 113 West Mountain · Fayetteville, AR 72701

h. REVISED PAYMENT TERMS: **In order to receive the best pricing the City hereby changes payment terms for all fuel invoices to net seven (7) calendar days via ACH payment from date of accurate invoice received. The City encourages electronic invoice processing via e-mail, etc.**

i. This bid does not include any equipment or services for oil waste disposal.

j. The City does not have a DBE/MBE/WBE requirement for this bid; however, the City encourages DBE/MBE/WBE participation on all City contracts.

k. Bidders have the option of bidding the following schedules or combination thereof:
   i. Schedule A, Schedule B, and Schedule C: Bidders may bid on all 3 schedules
   ii. Schedule A and Schedule B: Bidders who bid Schedule A shall also bid on Schedule B. Bidders who bid on Schedule B shall also bid on Schedule A.
   iii. Schedule C Only: Bidders may bid only on Schedule C

l. Bids shall be evaluated in the following manner:
   i. Lowest bid for Schedule A and Schedule B combined. Schedule A and Schedule B shall be awarded to a single provider.
   ii. Schedule C shall be evaluated independently.
   iii. The City of Fayetteville reserves the right to award Schedule C as an independent contract, separate from Schedule A and Schedule B.

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM
Revised Bid Form

Bid 13-15, Schedule A (Full Tank Deliveries)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	x	$0.0380	=	$ 760.00
A-2	Unleaded 87 Octane Gasoline	11,000	x	$0.0338	=	$ 371.80
A-3	Soy Based Bio	3,000	x	$0.1500	=	$ 450.00
				*TOTAL BASE BID - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)		$ 1581.00

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index or actual cost of soy based bio. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. Item A-3 shall be added to the actual cost charged by the Soy Based Bio Wholesaler. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

NOTICE:
THIS BID FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED BID FORM
Revised Bid Form (Continued)

Bid 13-15, Schedule B (Bob-Tail Deliveries - no 100 octane)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	x	$0.1000	=	$ 840.00
B-2	Unleaded 87 Octane Gasoline	2,600	x	$0.1000	=	$ 260.00
				*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)		$ 1100.00

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

Bid 13-15, Bulk Fuel - Schedule C (Bob-Tail Deliveries - 100 octane ONLY)						
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)
C-1	100 Octane - Low Lead	2,500	x	$0.____	=	$
				*TOTAL BASE BID - Schedule C: (does not include base cost for fuel)		$

*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.

This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.

NOTICE:
THIS BID FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
Bid 13-15, Bulk Fuel, Addendum 1 – REVISED APPENDIX A
Appendix A: Site Locations & Current Usage Information – REVISED

	Site	Tank Size (Gallons)	Site Description	Site Address	Tank Type	Estimated Monthly Usage	Fuel Type	Estimated delivery Method	Schedule on Bid Form
1	A	25,000 Two connected tanks	Fleet Operations	1525 S. Happy Hollow Rd	Above Ground	20,000	#2 Dyed Ultra Low Sulfur Diesel	Full Tank Load	Schedule A
2	A	Included with 1A above	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,000	Soy Based Bio	Full Tank Load	Schedule A
NOTICE	**NOTE FOR 1A and 1B:** This location has two tanks that are connected for a total of 25,000 gallon capacity. The fuel for this delivery shall arrive to the City already splash blended and mixed. Estimates are based off of 10% soy based bio for the winter months, and 20% soy based bio for summer months.								
3	A	6,000	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	3,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4B	Schedule A
4	B	10,000	City Hall	125 N. Church St.	Under Ground	7,500	Unleaded 87 Octane	Full Tank Load - split full load with Site 4A	Schedule A
5	C	550	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
6	C	1,000	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane	Tank Wagon	Schedule B
7	C	1,000	Airport	4500 S. School Avenue	Above Ground	2,500	100 Octane - Low Lead	Tank Wagon	Schedule B
8	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane	Tank Wagon	Schedule B
9	*D	3,000	Westside WWTP	15 Broyles Road	Above Ground	5,800	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
10	E	3,000	Noland WWTP	1400 N. Fox Hunter Road	Above Ground	1,500	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
11	E	1,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
12	E	2,000	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	500	Unleaded 87 Octane	Tank Wagon	Schedule B
13	F	1,500	BMS Generator Tank	16464 Wyman Road	Above Ground	100	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B
14	F	2,000	BMS Diesel Tank	16464 Wyman Road	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel	Tank Wagon	Schedule B

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Fayetteville
ARKANSAS

City of Fayetteville
Attendance Sheet

BID/RFP/RFQ #: Bid 13-15
Description: Bulk Fuel - Pre-Bid Meeting
Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 02 / 08 / 13 Time: 10:00 am

City staff e-mail includes "@cl.fayetteville.ar.us"

	Name	Company	Title	Phone	Email
1	Andrea Foren	City of Fayetteville	Purchasing Agent	479.575.8220	aforen@
2	Dwight Mitchell	FROST Oil	Sales	479-263-0229	dwightT.mitchell@
3	Jesse Beeks	City of Fayetteville	Fleet	479-444-3496	jbeeks@cl.fayetteville.ar.us
4	Dawn Haskins	City	Fleet	444-3484	
5	JIM CARROLL	LITTLEFIELD OIL	SALES	479-462-5161	JIMC@LITTLEFIELDOIL.com
6	THERSA SIMMONS	Petroleum Traders	Support (Local)	260-432-6622	
7					cuda diff.
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17					
18					
19					
20					

Bid Tabulation from 2007

BID: 07-46
6/21/2007
2:00 PM
CITY OF FAYETTEVILLE

Fayetteville ARKANSAS

Bid 07-46, Fuel

	BIDDER	Unleaded Gasoline - Regular Grade - Tanker	Unleaded Gasoline - Regular Grade - Tank Wagon	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tanker	Diesel Fuel Dyed - #2 Ultra Low Sulphur - Tank Wagon	TOTAL BID PRICE
1	Frost Oil Company	$398,879.50	$62,951.25	$604,623.25	$172,719.75	$1,239,173.75
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5	Petroleum Traders Corporation	$397,964.90	No Bid	$611,026.63	No Bid	$1,008,991.53 (tankers only)

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

CERTIFIED: P Vice — P. VICE PURCH MGR A Foran — WITNESS 6/26/07 — DATE

Copy of recent invoice (1 of 2)

Page 1 of 1

Invoice

Littlefield Oil Company, Inc.
PO Box 180100
Fort Smith, AR 72918 USA
479-646-0595

Account Number: 1000810
Invoice Number: 202941
Invoice Date: 01/18/13 06:36AM

Amount Due: $17,650.05
Due Date: 02/02/13

City of Fayetteville-Fleet
1525 S Happy Hollow Road
Fayetteville, AR 72701

Shipping Address:
Uptown
City of Fayetteville Uptown
Fayetteville, AR 72710

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
Carrier: LOC Transport			Vehicle: Truck 102	Salesperson: none		
Order Number: 202941			Purchase Order Number: 13-8	BOL Number: 162105		
		01 Unleaded Regular	Unleaded Regular/Gallons	6,074.0000	2.66050	$16,159.88
					Shipping / Freight Charge:	$105.08
					Tax:	$1,341.74
					Total This Item:	$17,606.70
					NET 15 Days Terms:	$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Excise Gasoline	716016462	$0.00	Yes
Federal Environmental Fee	716016462	$6.07	No
Federal Oil Spill Fee	716016462	$11.64	No
Arkansas Environmental Fee	716016462	$18.22	No
Arkansas Excise Gasoline	716016462	$1,305.91	No

No terms discount available for this invoice.

Products Total:	$16,159.88
Shipping / Freight Total:	$148.43
Tax Total:	$1,341.74
Invoice Total:	$17,650.05
Discount Total:	$0.00
Net Invoice Total:	$17,650.05
Total Due:	$17,650.05

2906

Copy of recent invoice (2 of 2)

TransMontaigne Partners L.P.
ROGERS TERMINAL #: 0012229
2801 W HUDSON
ROGERS, AR 72756
BILL OF LADING

Order Number:
Order Date: 01/18/13
Folio Number: 01/012
Input Serial Number: 5173

BOL Number: 0152105
Load Start: 01/18/13 06:35
Load End: 01/18/13 06:46
Order Type: Rack
Loadspot Number: 02

Stockholder/Customer	Account/Consignee	RECEIVED BY
Type:	Account #: 5506900	TM66190 GENERATIONS TRANSPORT
0000001		SCAC #: GETD
TRANSMONTAIGNE PRODUCT SERVICE	PHILLIPS 66	Tractor #:
TM55069		Trailer #: 49
PHILLIPS 66		
	County:	
Retail or Petrolex #	Consignee # 0045272	DRIVER
PO#	LITTLEFIELD OIL (P66-AR)	Signature:
Terminal EPA # 0412981872		X
Destination EPA #	VARIOUS, AR	00002200 JOE SASSETT

This is to certify that the herein named materials are properly classified, described, packaged, marked, and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation.

DELIVERY INSTRUCTIONS:
BOL COMMENTS: ABOVE SUPPLIER IS RESPONSIBLE FOR DESTINATION STATE TAX ON MOTOR FUEL
********** EMERGENCY CONTACT: CHEMTREC (800) 424-9300 CCN228618 **********

PRODUCT TOTALS (GALLONS)

PRODUCT	DESCRIPTION	GROSS	NET	TEMP	GRAV	OCT	RVP	TANK	MESSAGE NUMBER(S)
008706	87 CONV REG NL (Phillips)	8500	8604	42.6	65.7	87.00			1536,1502,1815,E0R000

HZD MSG: UN1203, GASOLINE, 3 , PG II, 1 Cargo Tank,, SEE ERG GUIDE 128

	TOTAL	8500	8604

MSG #	MESSAGE
1536	CONVENTIONAL GAS MEETS RVP SPECS FOR STATE WHERE LOADED - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE, AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA, ETHERS MAY BE PRESENT.
1502	GASOLINE MEETS ALL APPLICABLE TIER 2 MOTOR VEHICLE EMMISSION SULFUR STANDARDS REGULATED UNDER 40 CFR PARTS 80, 85, AND 86
1815	NATIONAL DETERGENT ADDITIZED GASOLINE
E0R000	E0: CONTAINS NO ETHANOL. THE RVP DOES NOT EXCEED XX.X PSI.

PRODUCT BY COMPARTMENT

LOT	COMP	RISER	PRODUCT ID	PRODUCT NAME	GROSS	NET	TEMP	GRAV
	01	22	008706	87 CONV REG NL (Phillips)	2500	2529	43.4	65.5
			008700	87 CONV REG NL (BASE)	2500	2529	43.4	65.5
			000006	HiTec 6676C	0.6260	0.6260	43.4	60.0
	02	22	008706	87 CONV REG NL (Phillips)	1500	1517	43.7	65.5
			008700	87 CONV REG NL (BASE)	1500	1517	43.7	65.5
			000006	HiTec 6676C	0.3760	0.3760	43.7	60.0
	03	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
	04	21	008706	87 CONV REG NL (Phillips)	1000	1013	42.0	66.0
			008700	87 CONV REG NL (BASE)	1000	1013	42.0	66.0
			000006	HiTec 6676C	0.2510	0.2510	42.0	60.0
	05	21	008706	87 CONV REG NL (Phillips)	2500	2532	41.9	66.0
			008700	87 CONV REG NL (BASE)	2500	2532	41.9	66.0
			000006	HiTec 6676C	0.6260	0.6260	41.9	60.0

SUBJECT TO CORRECTION OF CLERICAL ERRORS

CUSTOMER SIGNATURE X

CUSTOMER TANKS
NO CUSTOMER TANKS ON FILE

PAY Fleet Stop
PAY Fleet Uptown
Fayetteville

Bid 13-15, Addendum 2

Fayetteville
ARKANSAS

Date: Tuesday, February 19, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) All references in bid documents to the "OPIS price" are hereby modified to the **WEEKLY OPIS price from the terminal located in Rogers, Arkansas.**

2.) Mark up for pricing on Soy Based Bio (Line item A-3) shall be based off the location of the current soy based bio supplier in Missouri. The City reserves the right to renegotiate mark up charged to the City on soy based bio in the event additional acceptable suppliers become available.

Telecommunications Device for the Deaf TDD (479) 521-1316
113 West Mountain - Fayetteville, AR 72701

Bid 13-15, Addendum 3

Fayetteville ARKANSAS

Date: Wednesday, February 20, 2013

To: All Prospective Vendors

From: Andrea Foren, CPPB, CPPO – 479.575.8220 – aforen@ci.fayetteville.ar.us

RE: Bid 13-15, Bulk Fuel

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the bid form. Failure to do so may subject bidder to disqualification.

- **Bid 13-15 has the following modifications and clarifications listed below:**

1.) Due to the possibility of inclement weather in the area, the deadline for this bid has been extended until **Tuesday, February 26, 2013 before 2:00:00 PM, local time**. All bids shall be received before this deadline at the City Administration Building (City Hall), 113 W. Mountain, Fayetteville, AR 72701. Acknowledgement of this Addendum can be faxed to 479.575.8257 with the company name written accompanied with an authorized signature.

2.) The approved Soy Based Bio supplier for the City of Fayetteville is Archer Daniels Midland, Company, www.adm.com. No other soy based bio suppliers have been approved by the City at this time. Please note, the soy based bio shall be picked up after the fuel so it can be properly splash mixed when it arrives at the City's delivery location.

   a. **Archer Daniels Midland Company** (Missouri Office, currently location supplying the City of Fayetteville through the current fuel contractor).
   Location: Deerfield, Missouri
   Phone: 1-217-451-6678
   Contact: Dwain

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Added at Agenda Session

AGENDA REQUEST

3-12-13

FOR: COUNCIL MEETING OF ~~**APRIL 2, 2013**~~ March 19, 2013

FROM:

ALDERMAN MATTHEW PETTY

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

An Ordinance To Amend §114.02 **Farmers' Market** To Transfer The Current Free Use Of The South Parking Spaces On Mountain Street To The Control Of The Rural Mountain Producers Exchange Board, To Close Mountain Street To Traffic, To Permit Sound Application During Farmers' Market And To Make Other Changes

APPROVED FOR AGENDA:

Matthew Petty, Alderman — Date: 3-12-13

City Attorney (as to form) — Date: 3-12-13

Left on the Second Reading at the 4/2/13 CC mtg. + Sent to Ordinance Review Committee
Left on the First Reading at the 3/19/13 CC mtg.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §114.02 **FARMERS' MARKET** TO TRANSFER THE CURRENT FREE USE OF THE SOUTH PARKING SPACES ON MOUNTAIN STREET TO THE CONTROL OF THE RURAL MOUNTAIN PRODUCERS EXCHANGE BOARD, TO CLOSE MOUNTAIN STREET TO TRAFFIC, TO PERMIT SOUND AMPLIFICATION DURING FARMERS' MARKET AND TO MAKE OTHER CHANGES

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 §114.02 **Farmers' Market** *(A) Establishment, location and parking restrictions* of the Fayetteville Code by amending the third sentence to include "and on the south side of Mountain Street" and amending the last sentence to allow amplified music by special event permit so that §114.02(A) shall read:

> "(A) *Establishment, location and parking restrictions.* A farmers' market is hereby established in the city. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. In addition, on Saturdays only, parking spaces on the ease side of East Avenue and on the south side of Mountain Street on the Downtown Square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the

corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for government communication, free speech and acoustic music purposes. No sound amplification may be used unless approved by the Rural Mountain Producers Exchange Board and City through its Special Event Permit Process.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §114.02 (C) *Articles permitted to be sold* by adding "and have all appropriate permits" to the last sentence.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends §114.02 (E) *Fee* by repealing it and relettering subsections (F) & (G) appropriately.

PASSED and **APPROVED** this 19th day of March, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

From: Matthew Petty - Fayetteville Ward 2 <citycouncil@matthewpetty.org>
To: Kit Williams <kwilliams@ci.fayetteville.ar.us>
Date: 3/7/2013 1:27 PM
Subject: Re: Farmers' Market Ordinance

Good afternoon, I just wanted to follow up on this. I really want the Council to have an opportunity to consider this at the next meeting before the Market season really gets going.

-M

On Mon, Mar 4, 2013 at 11:13 AM, Matthew Petty - Fayetteville Ward 2 <citycouncil@matthewpetty.org> wrote:

> Good morning, Kit -
>
> I'd like bring forward an ordinance making the following four changes to
> the existing Farmers' Market ordinance. These changes were requested by the
> Market.
>
> Can we work these up in time for inclusion with the next agenda?
>
> Thanks,
> M
> * Farmers' Market Ordinance ChangesCity Ordinance XI Chapter 114.02 (A)
>
> - Add the south side of Mountain St to the space which shall be
> available for vendors by closing the street to through traffic.
> - Append to last sentence such that "No sound amplification devices
> may be used unless aproved by City special event permit issued to the
> Farmers' Market. No other organization or individual may apply for this
> permit during Farmers' Market hours of operations without written approval
> by the Farmers' Market.
>
> (C)
>
> - append "and have all appropriate permits" to the end.
>
> (E)
>
> - Remove this section.
>
> *
>

Current law

FAYETTEVILLE CODE OF ORDINANCES
TITLE XI BUSINESS REGULATIONS

CHAPTER 114: FOOD SALES

114.01 Drive-In Restaurants

(A) A drive-in restaurant, within the meaning of this chapter, shall be deemed to be any restaurant where meals, sandwiches, ice cream, or other food, is served directly to or is permitted to be consumed by patrons in automobiles, motorcycles, or other vehicles parked on the premises.

(B) Prohibited Acts.

(1) It shall be unlawful for any person, while on or adjacent to the premises of a drive-in restaurant, to race the motor of any car, to suddenly start or stop any car, or to make or cause to be made, any other loud or unseemly noise.

(2) It shall also be unlawful for any other person parked on the premises of such restaurant, to blow or cause to be blown any automobile horn or motorcycle horn at any time while so parked.

(3) It shall be unlawful for any patron or other person on the premises of a drive-in restaurant, whether in or out of an automobile, to drink any intoxicating beverage of any nature.

(4) It shall be unlawful for a group of three or more persons to congregate and linger at any location on the premises of a drive-in restaurant. Persons so congregating and lingering shall be deemed guilty of loitering. No person shall drive a motor vehicle on to the premises of a drive-in restaurant and then from said premises without parking such motor vehicle, unless there is no unoccupied parking space available on said premises.

(5) It shall be unlawful for any person to leave any unoccupied motor vehicle on any drive-in restaurant parking lot and to leave the premises thereof, except with the knowledge and consent of the operator of the restaurant.

(Code 1965, §§7A-1, 7A-3, 7A-4; Ord. No. 1706, 10-6-69; Code 1991, §114.01)

Cross reference(s)--Penalty, §114.99(A).

114.02 Farmer's Market

(A) *Establishment, location, and parking restrictions.* A farmers' market is hereby established in the city. This marketplace shall be located on the interior parking spaces (those parking spaces adjoining the Old Post Office) of the Downtown Square. In addition, on Saturdays only, parking spaces on the east side of the East Street on the Downtown Square shall be available for vendors by closing the street to through traffic. Vendors shall be permitted to park their vehicles at right angles to street curbs provided that no vehicle shall be permitted to extend into the street in such a manner as to obstruct the free flow of traffic, and no vehicle shall be parked within 15 feet of any fire plug. All public sidewalks around the Square shall remain freely available to the public with the inside two-thirds width of the sidewalks free from any tables, booths or displays. Farmers' Market vendors may occupy no more than one-third of the width of the sidewalk directly in front of their assigned parking space. As long as pedestrian traffic is not obstructed or hindered, the corners of the Square's sidewalks and any unoccupied space around the outside third of the sidewalk can be used during the authorized hours and days of the Farmers' Market for government communication, free speech and acoustic music purposes. No sound amplification devices may be used.

Amended

(B) *Days and hours.* The Farmers' Market may be open and operating Tuesdays and Thursdays from 6:00 a.m. until 1:00 p.m. and on Saturdays from 6:00 a.m. until 2:00 p.m. from April until Thanksgiving.

(C) *Articles permitted to be sold.* The following articles may be sold at the marketplace established hereby: vegetables, honey, raw juices, molasses, fruit, and other produce grown by the vendor thereof, plants, art work, craft work, and other processed farm products produced by the vendor thereof. All products sold at the marketplace must be produced in compliance with all applicable regulations of the State Department of Health.

(D) *Sanitation.* At the close of each market day, each vendor shall be required to leave the marketplace in a clean and sanitary condition, free from debris and insects.

(E) *Fee.* The fee to be paid by each vendor for the use of the marketplace shall be $5.00 per year plus ten percent of gross proceeds realized by the vendor from sales at the marketplace.

(F) *Use of public streets for business prohibited; exception.* It shall be unlawful for any person to use any public street, public parking place, or public

to be removed

sidewalk, as a place of business except as authorized by this section; provided, any merchant whose building is adjacent to a public sidewalk may conduct business thereon if pedestrian traffic is not obstructed thereby; provided further, the City Council may approve temporary use of a public street, place, or sidewalk as a marketplace where such use is part of an event, activity, or celebration of general public interest. The City Council may impose reasonable conditions on such use as are necessary to safeguard the public health, safety, and welfare.

(G) *City laws and regulations prevail over Rural Mountain Producers Exchange Board policies.* If the Mayor determines that a policy of the Rural Mountain Producers Exchange Board concerning its operation of the Farmers' Market on city property violates the law or city regulations, such policy shall be revoked and no longer operative. The Rural Mountain Producers Exchange Board may appeal such revocation of any of its policies to the City Council.

(Code 1965, §13-14; Ord. 2040, 8-20-74; Ord. No. 2846, 8-17-82; Ord. No. 2862, 10-5-82; Ord. No. 2925, 6-7-83; Code 1991, §114.03; Ord. No. 4045, §1, 7-15-97; Ord. No. 4248, 6-6-00; Ord. 5309, 4-6-10)

Cross reference(s)--Penalty, §10.99.

State law reference(s)--Maintenance and regulation of markets, A.C.A. §14-140-101.

114.03 First Thursday Fayetteville

(A) Establishment, hours and dates. First Thursday Fayetteville is hereby established. This monthly event shall run on the first Thursday of every month from April through November during the hours of 4 P.M. through 10 P.M.

(B) *Location, parking restrictions and administration.* First Thursday Fayetteville shall be located and have control over the public parking spaces along both sides of East Avenue between Mountain Street and Center Street, along both sides of Center Street between East Avenue and Block Avenue, along both sides of Block Avenue between Center Street and Mountain Street, and along both sides of Mountain Street between East Avenue and Block Street during its hours of operation. The Fayetteville Convention and Visitors Bureau shall administer First Thursday Fayetteville and is authorized to remove or request the ticketing of vehicles parked within the allocated areas on East Avenue, Center Street, Block Avenue and Mountain Street between 4:00 P.M. and 10:00 P.M. on days of the event. The Bureau is further authorized to close East Avenue between Mountain Street and Center Street, Center Street between East Avenue and Block Avenue, Block Avenue between Center Street and Mountain Street and Mountain Street between East Avenue and Block Street to vehicular traffic during the First Thursday Fayetteville event.

(C) *Articles permitted to be sold.* Only objects of art or craft produced and sold by a local artist or craftsperson may be sold at the First Thursday Fayetteville event. The Fayetteville Convention and Visitors Bureau is empowered to assign precise locations for any vendors wishing to display or sell their personally created art or craft work.

(D) *Sanitation.* At the close of a vendor's operation (no later than 10:00 P.M.), the vendor shall clean the immediate area around the vendor's operation and ensure that all trash and debris are removed and properly discarded.

(Ord. 5307, 3-16-10; Ord. 5392, 3-15-10; Ord. 5487, 3-6-12)

114.04-114.98 Reserved

114.99 Penalty

Any person found guilty of violating any of the provisions of §114.01 shall be deemed guilty of a misdemeanor and shall be fined not more than $100.00.

(Code 1965, §§7A-2, 11-5; Ord. No. 786, 9-2-35; Ord. No. 1706, 10-6-69; Code 1991, §114.99; Ord. No. 4045, 7-15-97)

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/2/2013
City Council Meeting Date
Agenda Items Only

Andrew Garner	Planning	Development Services
Submitted By	**Division**	**Department**

Action Required:

R-PZD12-4284: Residential Planned Zoning District (PARK HILL AT MOUNTAIN RANCH, 478): Submitted by JORGENSEN AND ASSOCIATES for property located at THE SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD, containing approximately 2.23 acres. The request is for zoning, land use, and preliminary plat approval for a Residential Planned Zoning District with 13 single-family dwellings.

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 ☐ **Budget Adjustment Attached** ☐

Department Director — 03-15-2013 Date

City Attorney — 3-15-13 Date

Finance and Internal Services Director — 3/18/13 Date

Chief of Staff — 3/18/13 Date

Mayor — 3/18/13 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — 03-15-13 A10:58 RCVD — Kim Q.

Received in Mayor's Office — ENTERED 3/15/13 PM

Comments:

Left on the first Reading at the 4/2/13 CC mtg.

Fayetteville
ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
DEPARTMENT CORRESPONDENCE

CITY COUNCIL AGENDA MEMO

To: Mayor Jordan, City Council

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

From: Andrew Garner, Senior Planner

Date: January 18, 2013

Subject: 12-4284 R-PZD (Park Hill at Mountain Ranch)

RECOMMENDATION

Staff and the Planning Commission recommend approval of an ordinance for zoning, land use, and preliminary plat approval of a residential planned zoning district for 13 single family dwellings.

BACKGROUND

The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Rupple Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

In 2009 the City Council approved this same Planned Zoning District (R-PZD 09-3253). However, the approval has expired and the applicant is now proposing the same development.

In staff's opinion the requested zoning is compatible with surrounding land use and density and is consistent with the goals of City Plan 2030.

DISCUSSION

This item was heard at the Planning Commission meeting January 14, 2013. No public comment was presented at that meeting. The Planning Commission voted 7-0-0 in favor of this R-PZD request.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 12-4284, PARK HILL AT MOUNTAIN RANCH, LOCATED AT THE SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD; CONTAINING APPROXIMATELY 2.23 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN.

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-PZD 09-3253 to R-PZD 12-4284 as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville.

Section 3: That this ordinance shall take effect and be in full force at such time as all of the requirements of the master development plan have been met.

Section 4: That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this day of , 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

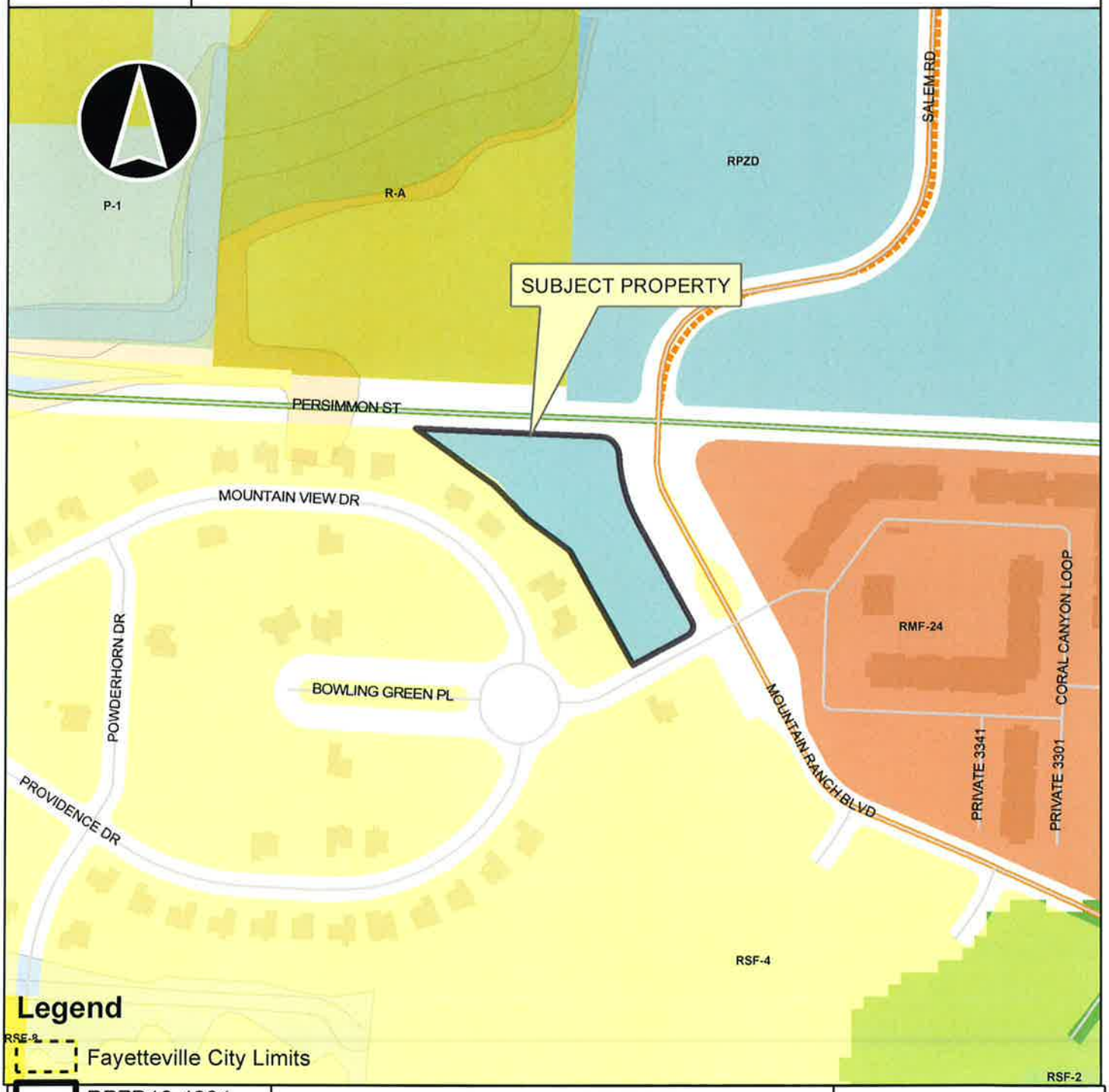
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

RPZD12-4284

Close Up View

PARK HILL AT MOUNTAIN RANCH



Legend

- Fayetteville City Limits
- RPZD12-4284
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

EXHIBIT "B"
R-PZD 12-4284

ALL OF LOTS 94,95,96,97 AND 118 AND A PART OF THE LOTS 87,88,89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE 1 AS PER PLAT OF FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 148.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 146.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET, TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N37°34'07"W 98.00 FEET, THENCE N57°37'46"W 199.82 FEET TO THE P.O.B.; CONTAINING 2.23 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

CONDITIONS OF APPROVAL:

R-PZD 12-4284

Conditions of Approval:

1. Planning Commission determination of project phasing. The applicant proposes the following phasing:
   - Phase I lots 11 - 13. The lots in this phase currently have access to public water and sewer. No infrastructure improvements would be constructed prior to final plat for this phase. A final plat for Phase I would be processed and recorded immediately after the R-PZD approval. The shared driveway/alley access for the lots in Phase I shall be bonded at 150% the estimated cost prior to the City signing the Final Plat. The alley/driveway shall be constructed with the residences in Phase I. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.
   - Phase II Lots 1 - 10. This second phase would be platted in accordance with the standard timeframe required in the Unified Development Code.

2. The back yards of Lots 87-90 in Mountain Ranch I Final Plat are located within the PZD boundary. Appropriate action need to be completed to create the legal lot for the PZD; this could be either a separate property line adjustment/replat prior to the PZD final plat, or a combined PZD final plat/replat Mountain Ranch Phase I.

3. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet. Building elevations will be reviewed at the time of building permit to ensure compliance. All homes shall be designed with a "front façade" fronting onto the adjacent public street and to have varied facades to provide variety within the overall development.

4. No curb cuts or driveway access shall be allowed other than off of the private alley, as indicated on submitted plans.

5. All common property shall be unbuildable and shall be owned and maintained by the Property Owners Association.

6. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code for RSF-4 zoning districts, which includes the provision for an area sign as defined in Chapter 151.

7. The existing 40-foot utility easement crossing Lots 2 and 3 shall be vacated prior to the City signing the final plat for those lots. A separate Vacation application is required to be submitted and processed in the standard process. Any existing utilities located in the subject utility easement shall be relocated at the owner's expense.

8. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

CONDITIONS OF APPROVAL:

R-PZD 12-4284

9. On January 7, 2013, the Park and Recreation Advisory Board (PRAB) reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development's proximity to Dale Clark Park and Shiloh Trail. Fees have been paid for five single family lots with the Final Plat of Mountain ranch Phase I. Fees in the amount of $7,360 are due for the remaining lots prior to final plat.

10. Conditions of approval from Engineering, Solid Waste, Urban Forestry, and the Parks Departments are included in the official conditions of approval, attached herein.

11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

12. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.

13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

14. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

15. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.

16. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.

17. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
    c. Separate easement plat for this project that shall include the tree preservation area.
    d. Project Disk with all final revisions
    e. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and

protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Fayetteville
ARKANSAS

PC Meeting January 14, 2013

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Andrew Garner, Senior Planner
	Glenn Newman, Staff Engineer
THRU:	Jeremy Pate, Development Services Director
DATE:	~~January 7, 2013~~ *Updated January 18, 2013*

R-PZD 12-4284: Planned Zoning District (PARK HILL AT MOUNTAIN RANCH, 478): Submitted by JORGENSEN AND ASSOCIATES, INC. for property located at the SOUTHWEST CORNER OF PERSIMMON STREET AND MOUNTAIN RANCH BOULEVARD. The property is zoned R-PZD 09-3253 and contains approximately 2.23 acres. The request is for Zoning, Land Use, and Preliminary Plat approval for a Residential Planned Zoning District with 13 single family dwellings. Planner: Andrew Garner

Findings:

Property Description: The property contains approximately 2.23 acres and is located in the Mountain Ranch Phase I Subdivision at the southwest corner of Persimmon Street and Mountain Ranch Boulevard. Directly behind the subject lots are single-family lots; directly in front of the subject lots, across Mountain Ranch Boulevard, are four-story apartment buildings. Other developments in the area include the Rupple Row Subdivision, Cross Keys, the Boys and Girls Club, and Owl Creek School.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Vacant	R-A, Residential Agricultural, C-PZD (Forest Hills)
South and West	Single family residential	RSF-4, Residential Single Family, 4 units/acre
East	Mountain Ranch Apartments	RMF-24, Residential Multi-Family, 24 units/acre

Background: In 2009 the City Council approved this same Planned Zoning District (R-PZD 09-3253). However, the approval has expired and the applicant is now proposing the same development.

Proposal: The applicant has submitted a request for a Residential Planned Zoning District (R-PZD) for the subject property, proposing 13 single-family lots and one un-developable lot for a park area.

Adjacent Master Street Plan Streets: Persimmon Street (Collector Street), Mountain Ranch Boulevard (Collector Street), and Providence Drive (Local Street).

Access and connectivity: Access to the single-family dwellings is provided by a rear alley accessed from Mountain Ranch Boulevard and Providence Drive.

Right-of-way to be dedicated: All adjacent streets have been improved and meet the Master Street Plan right-of-way requirements.

Phasing: The applicant proposes to plat and develop the subdivision in two phases.

Phase I. The first phase is lots 11 - 13 which currently have access to public water and sewer. A final plat for this first phase would be processed and recorded immediately after the R-PZD approval, with no infrastructure required. The shared driveway/alley access for the lots in Phase I are proposed to be constructed with the homes, with public improvement bonds for the shared alley in place prior to building permit. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.

Phase II. This second phase (lots 1 – 10) would be platted in accordance with the standard timeframe required in the Unified Development Code.

Water & Sewer: The subject property has access to public water and sewer service.

Tree Preservation:	Existing Canopy:	0%
	Preserved Canopy:	0%
	Required Canopy:	25%
	Mitigation:	None

Public Comment: Two members of the public asked questions at the January 3, 2013 Subdivision Committee meeting.

Recommendation: Staff recommends forwarding **R-PZD 12-4284** to the City Council with a recommendation of approval, subject to the following conditions:

Conditions of Approval:

1. Planning Commission determination of project phasing. The applicant proposes the following phasing:
   - Phase I lots 11 - 13. The lots in this phase currently have access to public water and sewer. No infrastructure improvements would be constructed prior to final plat for this phase. A final plat for Phase I would be processed and recorded immediately after the R-PZD approval. The shared driveway/alley access for the lots in Phase I shall be bonded at 150% the estimated cost prior to the City signing the Final Plat. The alley/driveway shall be constructed with the residences in Phase I. The final Certificate of Occupancy for these homes shall be contingent upon the driveway/alley being completed.

- Phase II Lots 1 - 10. This second phase would be platted in accordance with the standard timeframe required in the Unified Development Code.

Staff recommends in favor of the proposed phasing.
THE PLANNING COMMISSION DETERMINED IN FAVOR OF THIS CONDITION (01-14-2013).

2. The back yards of Lots 87-90 in Mountain Ranch I Final Plat are located within the PZD boundary. The owners of these lots have signed the PZD application. Appropriate action need to be completed to create the legal lot for the PZD; this could be either a separate property line adjustment/replat prior to the PZD final plat, or a combined PZD final plat/replat Mountain Ranch Phase I.

3. Buildings shall be constructed to be consistent with the elevations and concepts depicted in the building elevations in the booklet. Building elevations will be reviewed at the time of building permit to ensure compliance. All homes shall be designed with a "front façade" fronting onto the adjacent public street and to have varied facades to provide variety within the overall development.

4. No curb cuts or driveway access shall be allowed other than off of the private alley, as indicated on submitted plans.

5. All common property shall be unbuildable and shall be owned and maintained by the Property Owners Association.

6. Signs shall be permitted in accordance with Chapter 174 of the Fayetteville Unified Development Code for RSF-4 zoning districts, which includes the provision for an area sign as defined in Chapter 151.

7. The existing 40-foot utility easement crossing Lots 2 and 3 shall be vacated prior to the City signing the final plat for those lots. A separate Vacation application is required to be submitted and processed in the standard process. Any existing utilities located in the subject utility easement shall be relocated at the owner's expense.

8. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

9. On January 7, 2013, the Park and Recreation Advisory Board (PRAB) reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development's proximity to Dale Clark Park and Shiloh Trail. Fees have been paid for five single family lots with the Final Plat of Mountain ranch Phase I. Fees in the amount of $7,360 are due for the

remaining lots prior to final plat.

10. Conditions of approval from Engineering, Solid Waste, Urban Forestry, and the Parks Departments are included in the official conditions of approval, attached herein.

Standard Conditions of Approval:

11. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives - AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

12. Impact fees for water, sewer, police and fire shall be paid in accordance with City ordinance.

13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

14. All overhead electric lines 12kv and under shall be relocated underground. All proposed utilities shall be located underground.

15. Street lights shall be installed adjacent to all public and private streets (not alleys), with a separation of no greater than 300 feet.

16. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.

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

Planning Commission Action: ☐ Tabled **X** Forwarded ☐ Denied

Motion: Chesser
Second: Pennington
Vote: 7-0-0

Meeting Date: **January 14, 2013**

Comments: _____

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

_____ _____
Signature Date

Findings associated with R-PZD 12-4284 (Park Hill at Mountain Ranch)

Sec. 166.06. Planned Zoning Districts (PZD)

(E) *Approval or Rejection Criteria for Planned Zoning Districts*

The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

(1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2030;

FINDING: Staff finds the application to be in compliance with the Master Development Plan-Planned Zoning District criteria established by the City Council. City Plan 2030 designates this site as a Residential Neighborhood Area. The proposed zoning and development criteria encourage a layout that promotes walkability and traditional residential urban design. Rezoning this property to R-PZD 12-4284 with single-family dwelling units at an average density of 6 units per acre is consistent with the land use plan and the surrounding land uses including multi-family to the east and single-family and undeveloped land uses to the west, south, and north.

Goal 2: We will discourage suburban sprawl. **Staff finds that the proposed development is an infill project that promotes walkability in close proximity to a public school, a community center, and future non-residential services and will utilize existing infrastructure and city services that are nearby while protecting the integrity of the predominantly single-family residential neighborhood to the east.**

Goal 3: We will make traditional town form the standard. **Staff finds that the proposed development supports the City's goal to promote traditional town form, contributing to a variety of housing types and lot sizes in close proximity to a future commercial node in a developing neighborhood.**

Goal 6: We will create opportunities for attainable housing. **Staff finds that the proposed development, with smaller lot and home sizes than a typical RSF-4 subdivision, contributes to the City's goal to create opportunities for attainable housing by adding to the variety of housing types that are being constructed in the neighborhood.**

(2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be in compliance with all applicable statutory provisions.

(3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would not adversely impact public services and facilities in the surrounding areas. Sufficient infrastructure has been installed to accommodate the addition of 13 single-family dwellings.

(4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning for detached single family homes is compatible with the surrounding land uses including multi-family to the east and single-family and undeveloped land uses to the west, south, and north.

(5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The intended single family residential use is suitable for the subject property which is flat without tree canopy or significant natural features.

(6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: Any additional development in the area will increase the amount of traffic on the adjacent public streets; however, the overall density would not create an appreciable amount of traffic above that which can be managed with the streets in the area.

(7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The project booklet and plans provide for a unified development under a unified development plan.

(8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

Sec. 161.29 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

(1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) Compatibility. Providing for compatibility with the surrounding land uses.

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) No negative impact. Does not have a negative effect upon the future development of the area;

(6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds that the proposed development is compatible with the surrounding and adjacent land uses and will be beneficial to the community. Staff finds this proposal meets the intent of many of the parameters of the City Plan 2030, as well as the above criteria, including flexibility in density, compatibility with surrounding land uses and integration of a varied housing type and lot size. The proposal best fits the flexibility and variety goals of the intent of the Planned Zoning District, offering detached single-family housing types with reduced setback requirements, recreational green space, a variety of lot dimensions compared with the surrounding neighborhood.

The following guiding policies within Residential Neighborhood Areas are applicable to this development, and help to achieve the nine primary goals of the City Plan 2030:

Residential Neighborhood Areas:

a. Where possible, encourage a block-and-street layout that promotes walkable, cyclist-friendly road designs with slow design speeds.

b. Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods.

c. ***Discourage design elements that prohibit complete, compact, connected neighborhoods such as cul-de-sacs, gated communities, etc.***

d. ***Minimize through traffic on minor residential streets, while providing connections between neighborhoods to encourage openness and neighborliness.***

e. ***Site new residential areas accessible to roadways, alternative transportation modes, community amenities, infrastructure, and retail and commercial goods and services.***

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

(C) *R – PZD, Residential Planned Zoning District.*

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

(a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2030 and the orderly development of the city.

(b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.

(c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.

(d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.

(e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: The proposed planned zoning district with smaller single family lots will allow variety in land use in a predominantly RSF-4-zoned residential area consistent with City Plan 2030. It will also promote an effective relationship between different, but compatible land uses including the Mountain Ranch Apartments to the east and suburban single

family homes to the west. The project provides suitable transition between these different land uses. The project will not result in heavy traffic or excessive demands on existing public facilities. This is a flat site with no tree canopy or natural feastures to be preserved.

(2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

(4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The residential uses on this property will be at least fifty-one percent of the gross floor area within the development.

(F) ***Bulk and area regulations***

(1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;
(b) the densities allowed under the current zoning;
(c) the urban development goals and other policies of the city's General Plan;
(d) the topography and character of the natural environment; and
(e) the impact of a given density on the specific site and adjacent properties.

(2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

(3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

(4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective

residential, office, commercial or industrial district which most depicts said development scheme.

Required Findings for Rezoning Request.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

FINDING: The proposed R-PZD is consistent with the City's Residential Neighborhood Area land use designation to encourage traditional neighborhood development as these homes will be placed close to the street with a rear-access private alley. Staff finds that the proposal complies with Goal 2 to discourage sprawl with development that utilizes existing city infrastructure. Additionally, staff finds that the proposal supports Goal 3 to make traditional town form the standard by proposing narrow, alley-loaded lots. The proposed zoning district introduces a variety of housing types into the neighborhood as the surrounding Mountain Ranch neighborhood are all front-loaded, standard RSF-4 lots of about 0.25-acres. The site is within walking distance to community services (Boys and Girls Club and Owl Creek School). Finally, staff finds that the proposal complies with Goal 6 to create opportunities for attainable housing. Staff finds that attainable housing can and should be encouraged through the creation of a variety of housing types within a single neighborhood development, rather than concentrating attainable house in a separate development.

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

FINDING: Staff finds the proposed zoning is justified and needed. The existing PZD zoning has expired and needs to be re-approved before any development may occur. In this corner location at the intersection of two Collector Streets, a development with a higher density and intensity than the low-density RSF-4 zoning district to the west and south should be encouraged. The proposed PZD and its associated lot layout and development standards ensure the surrounding neighbors, elected and appointed officials that the development will be required to meet the standards proposed. A general rezoning to a higher density residential zoning would also be appropriate in this location, in staff's opinion.

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

FINDING: Staff finds this proposal to increase the density from 4 dwelling units/acre to 6 dwelling units/acre for approximately 2.23 acres will not create or appreciably increase traffic danger and congestion. Additionally, staff finds that the proposal to provide only

one curb cut onto Persimmon Street and one curb cut onto Providence Drive, for a total of two curb cuts, significantly decreases potential traffic danger and congestion in comparison to the five curb cuts that are currently allowed for the existing five single-family lots.

4. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

FINDING: Not applicable; staff is recommending approval of the request.

Fayetteville
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www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
POLICE DEPARTMENT
100-A West Rock Street
Fayetteville, AR 72701
P (479) 587-3555 F (479) 587-3522

MEMORANDUM

To: Jeremy Pate

From: Captain Kenny Yates

Date: 1/2/13

Subject: RZN 12-4284

This document is in response to the request for comments on proposed R-PZD (Park Hill at Mountain Ranch, 478) submitted by Jorgensen and Associates, for property located at the SW corner of Persimmon Street and Mountain Ranch Boulevard.

It is the opinion of the Fayetteville Police Department that this R-PZD (12-4284)), will not substantially alter the population density. This R-PZD will not create an appreciable or undesirable increase in the load on police services and will not create an appreciable increase in traffic danger and congestion.

Fayetteville ARKANSAS
www.accessfayetteville.org

THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DEPARTMENT
113 West Mountain
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714

TO: Planning Division

FROM: Carole Jones, Park Planner II

DATE: December 27, 2012

SUBJECT: Parks & Recreation Subdivision Committee Review Comments

****

Meeting Date: January 3, 2013
Item: PZD 12-4284 (Park Hill at Mountain Ranch, 478)
Park District: SW
Zoned: R-PZD
Billing Name & Address: Cobblestone Homes
P.O. Box 180428
Fort Smith, AR 72918

	Current Land Dedication Requirement			***Money in Lieu***	
Single Family	_____ @ 0.023 acre per unit =	_____ acres	8	@ $920 per unit =	$7,360
Multi Family	_____ @ 0.014 acre per unit =	_____ acres	_____	@ $560 per unit =	$_____

COMMENTS:

- On June 1, 2009 PRAB reviewed the project and recommended accepting money in lieu for 13 single family units to satisfy the park land dedication ordinance due to the development's proximity to Dale Clark Park and Shiloh Trail.
- The project is scheduled to be reviewed again by PRAB at the January 7, 2013 meeting.
- Fees have been paid for five single family lots with the Final Plat of Mountain Ranch Phase I.
- Fees in the amount of $7,360 are due for the remaining eight lots.
- The actual amount of fees will be based on the type (single family or multi-family) and number of units. Fees must be paid prior to signing of final plat or issuing of building permits.

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THE CITY OF FAYETTEVILLE, ARKANSAS
PARKS AND RECREATION DIVISION
1455 S Happy Hollow Rd
Fayetteville, AR 72701
P (479) 444-3471 F (479) 521-7714
TDD (Telecommunications Device for the Deaf)
(479) 521-1316

URBAN FORESTRY DIVISION

LANDSCAPE REGULATIONS – Chapter 177

To: Jorgensen

From: Megan Dale, Urban Forester/Landscape Administrator

CC: Quin Thompson, Current Planner

Date: 3 January 2013

Subject: PZD 12-4284: Park Hill Subdivision Review Comments

Applicable Requirements:

N/A	**Site Development & Parking Lot Standards**
Y	**Street Tree Planting Standards**
N/A	**Stormwater Facilities**

Plan Checklist:

Y= submitted by applicant
N=required by City Code but not included on submitted plan
NA= not applicable

Tech Plat	SC	PC	
			All Landscape Plans
N	*N*	*NA*	**Irrigation** *notes either automatic or hose bib 100' o.c.* (177.03A.7.g & 177.04.B.3.a)
N	*N*	*NA*	**Species of plant material identified** (177.03.A.7.d & e)
N	*N*	*NA*	**Size of plant material at time of installation indicated** minimum size *2" caliper for trees and 3 gal. shrubs* ([177.03.A.7.b & c)
N	*N*	*NA*	**Soil amendments** *notes include that soil is amended and sod removed* (177.03.C.6.b)
N	*N*	*NA*	**Mulch** *notes indicate organic mulching around trees and within landscape beds* (177.03.C.6.c & d)
N	*N*	*NA*	**LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer** (177.03.B)
NA	*NA*	*NA*	**Planting bed contained by edging** (177.03.C.6.f)
N	*N*	*NA*	**Planting details according to Fayetteville's Landscape Manual** (177.03.C.6.g)

Tech Plat	SC	PC	
			Site Development & Parking Lot Standards
NA	*NA*	*NA*	**Wheel stops/ curbs** (177.04.B.1)
NA	*NA*	*NA*	**Interior landscaping** (177.04.C) *Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces)* OR *Tree island (8' min. width, 18.7' min. lenght/1 tree per 12 spaces)* *All parking lot trees must be deciduous* (177.04.C.3)
NA	*NA*	*NA*	**Placement of Trees** (177.04.C.2) *Either side at points of access (entrance/exit)*
NA	*NA*	*NA*	**Perimeter landscaping** (177.04.D) *Side and rear property lines (5' wide landscaped)* *Front property line (15' wide landscape)* (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) *Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.)* (177.04.D.4a) *NOTE: Shade trees are described in street tree planting standards*
			Street Tree Planting Standards *(time of F.P. or permit)* **(177.05)**
Y	*Y*	*NA*	**Residential Subdivisions- 1 large species shade tree/ lot** *tree planted within R.O.W. if possible*
Y	*Y*	*NA*	**Nonresidential Subdivision- 1 large species shade tree/30 L.F.** *tree planted within 15-25' greenspace*
NA	*NA*	*NA*	**Urban Tree Wells-***urban streetscape only- 8' sidewalk* , trees every 30 L.F. (177.05.B.3.a-f)
NA	*NA*	*NA*	**Structural Soil-***if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan*
NA	*NA*	*NA*	**Timing of planting indicated on plans (subdivisions only)** (177.05.A.4)
NA	*NA*	*NA*	**Written description of the method for tracking plantings** (177.05.A.4.e)
N	*N*	*NA*	**Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate.** (177.05.A.2.e)
Tech Plat	**SC**	**PC**	
			Stormwater Facilities *(time of F.P. or permit)* (177.06.A – C)
NA	*NA*	*NA*	**1 deciduous or evergreen tree/ 3000 square feet**
NA	*NA*	*NA*	**4 large shrubs or small trees (3 gal) / 3000 square feet**
NA	*NA*	*NA*	**6 shrubs or grasses (1 gal) / 3000 square feet**
NA	*NA*	*NA*	**Ground cover unless seed or sod is specified**
NA	*NA*	*NA*	**50% of facility planted with grass or grass like plants**

Conditions of Approval:

1. Address items above marked with "N." Add these notes to the plan.
2. Tree Preservation Waiver applies to this site.
3. There are existing trees in ROW along Persimmon. Provide tree preservation fencing on Landscape Plan.
4. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form. Submit a landscape estimate for review at time of construction plan review.

5. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form.
6. Landscape Architect of record shall inspect site and direct Contractor to make changes to meet Approved plans and details prior to Urban Forester Certificate of Occupancy inspection. No changes to the approved landscape plan may be made without Urban Forester approval.

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-4807
DAVID L. JORGENSEN, P.E., P.L.S.
JUSTIN L. JORGENSEN, P.E.
BLAKE E. JORGENSEN, P.E.

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Attn: Development Services
Re: Parkhill @ Mountain Ranch PZD

Dear City;

Included herewith please find a Master Development Plan PZD submittal for Parkhill @ Mountain Ranch. This was a previously approved PZD, including Construction Plans, that never materialized due to a poor economy. A request for an extension was filed in the past but since then no construction was ever started therefore the property has no zoning and this is why the PZD is being submitted again. At this time once the PZD zoning is voted on and construction plans are approved the developer would like to start construction immediately.

Thanks for your time.

Sincerely;

Justin L. Jorgensen, P.E.

—.—.PZD Boundary

1 inch = 100 feet

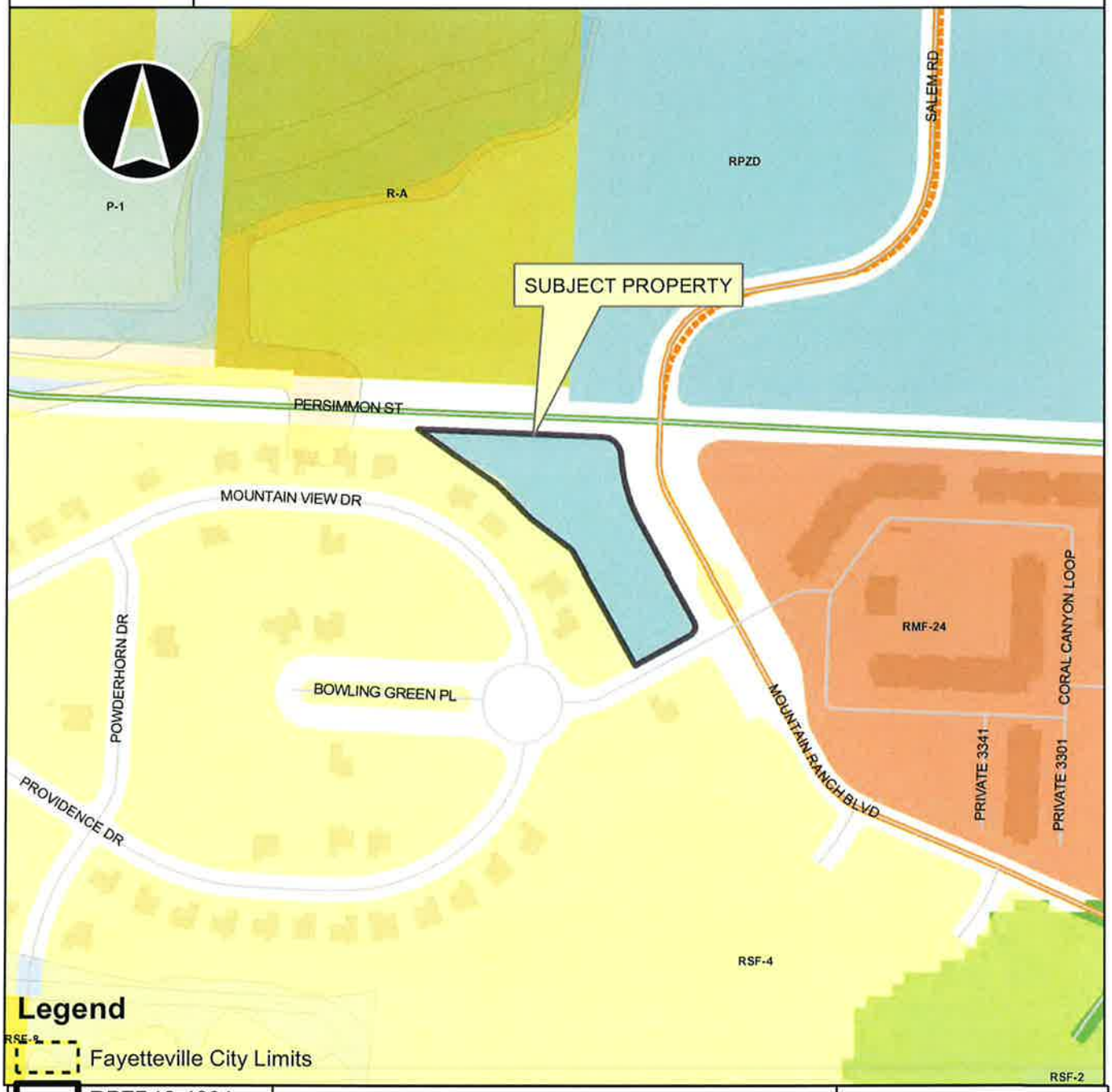
0 12.5 25 50 75 100

Feet

RPZD12-4284

Close Up View

PARK HILL AT MOUNTAIN RANCH



Legend

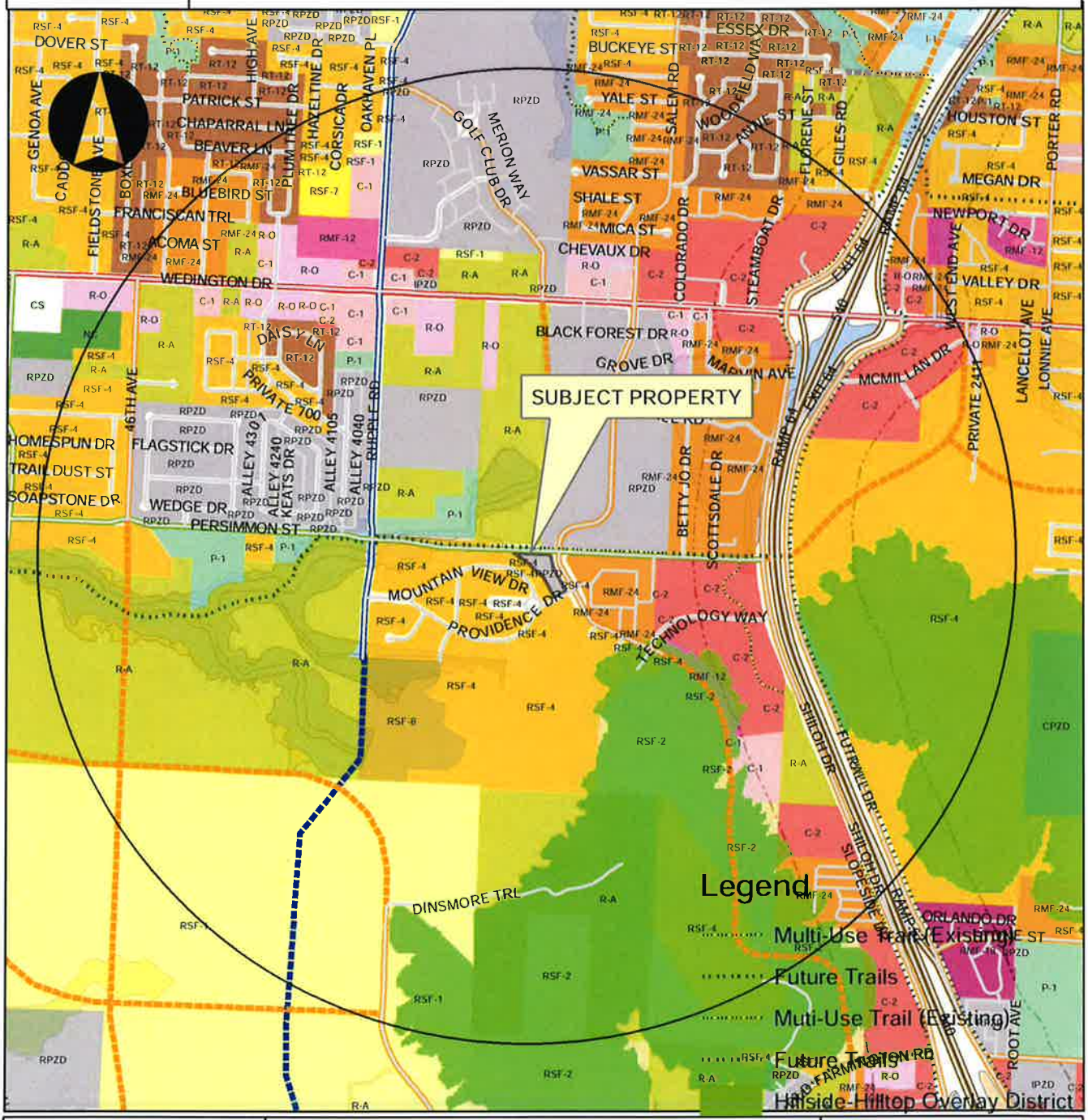
- Fayetteville City Limits
- RPZD12-4284
- Footprints 2010
- Hillside-Hilltop Overlay District
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

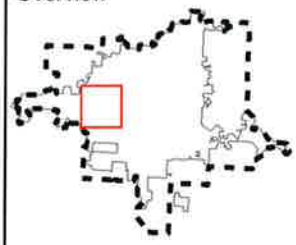
RPZD12-4284

One Mile View

PARK HILL AT MOUNTAIN RANCH



Overview



Legend

Subject Property

RPZD12-4284

Boundary

RPZD12-4284

Design Overlay District

Planning Area

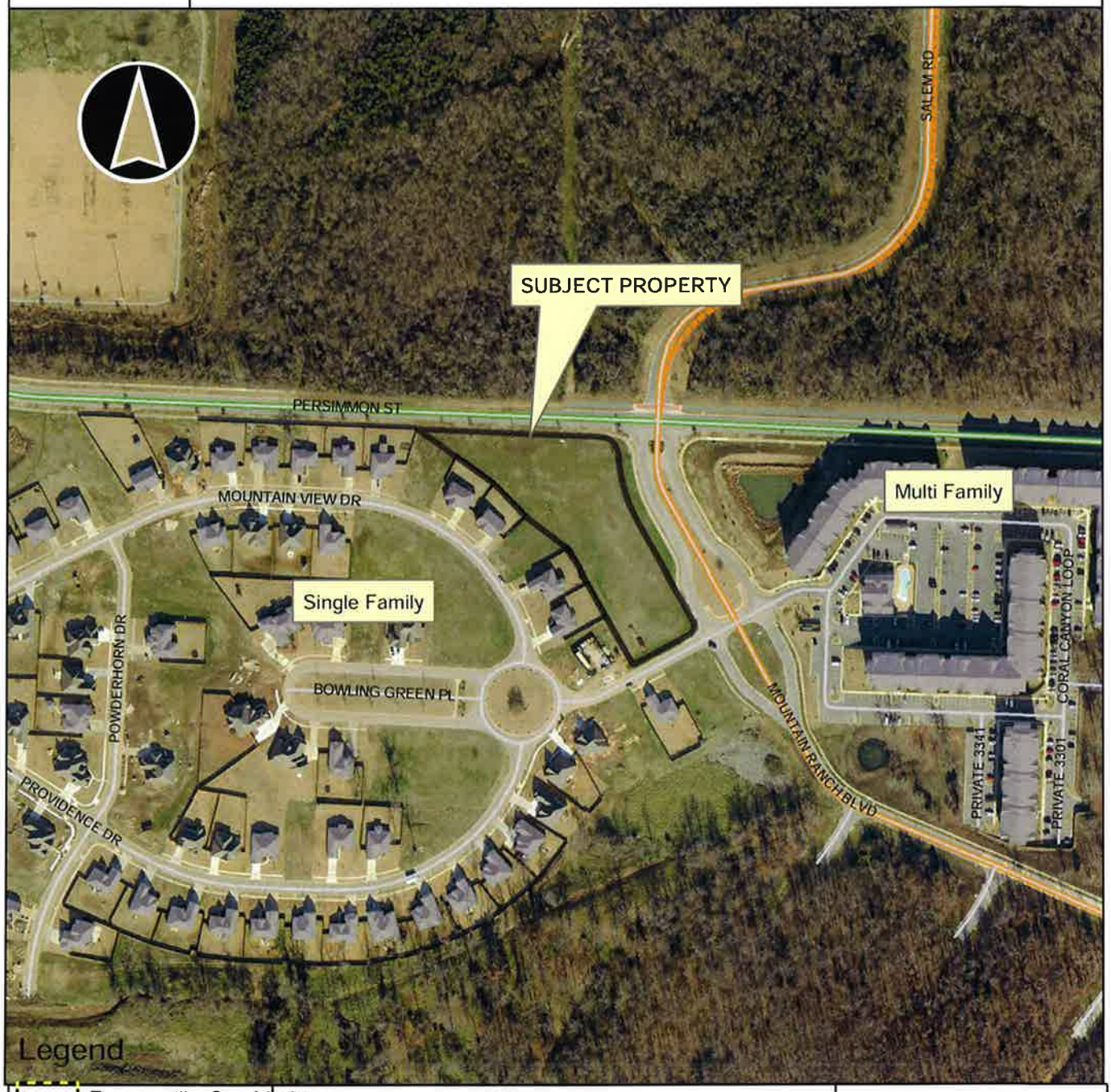
Fayetteville

0 0.25 0.5 1 Miles

RPZD12-4284

Current Land Use

PARK HILL AT MOUNTAIN RANCH



Legend

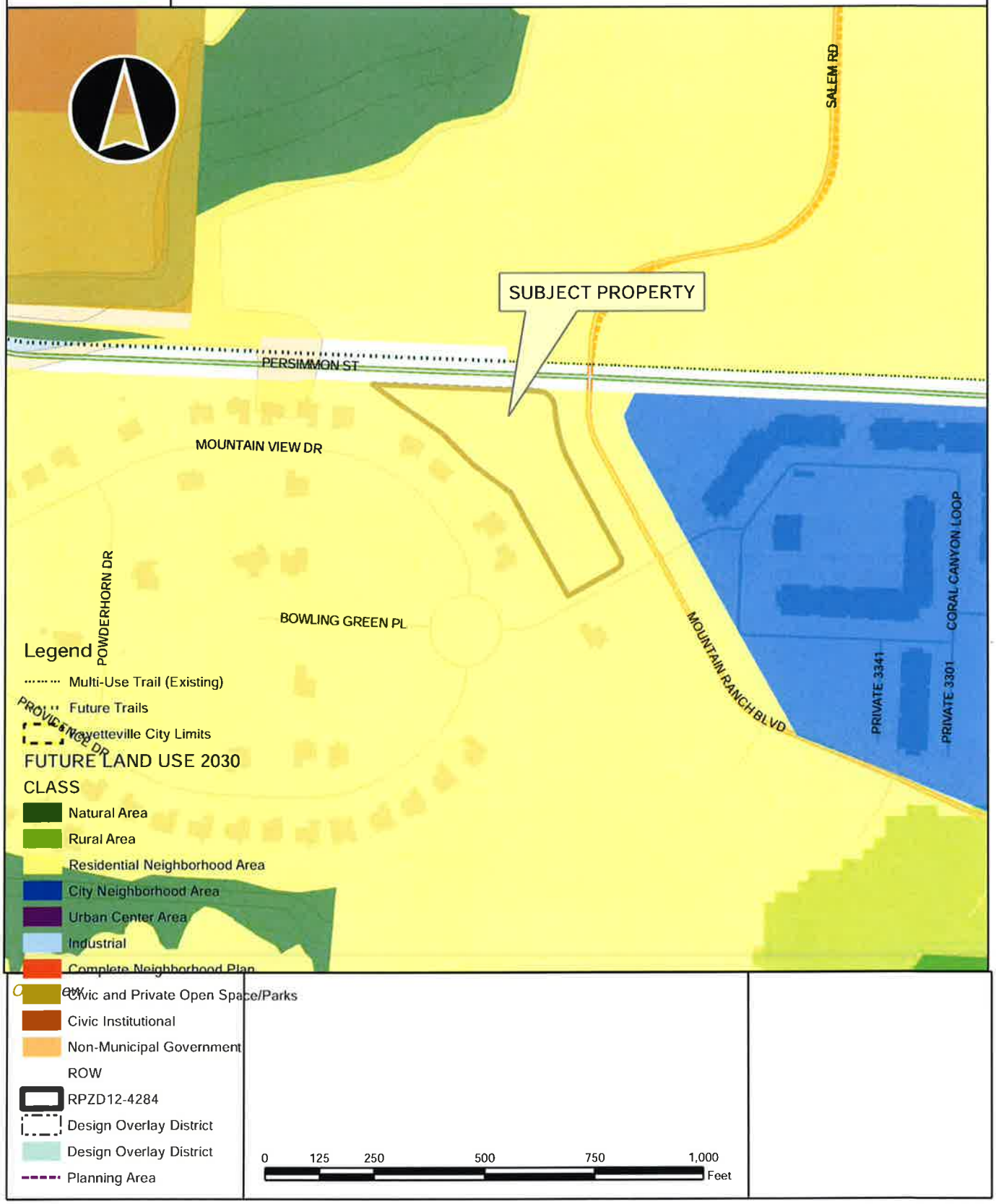
- Overview Fayetteville City Limits
- RPZD12-4284
- Footprints 2010
- Design Overlay District
- Design Overlay District
- Planning Area

0 125 250 500 750 1,000 Feet

RPZD12-4284

Future Land Use

PARK HILL AT MOUNTAIN RANCH



Park Hill at Mountain Ranch
R-PZD 12-4284

- **PZD Booklet and Plats**

PARK HILL
AT
MOUNTAIN RANCH

LAND USE & ZONING PZD
FAYETTEVILLE, AR.

December 5th, 2012
December 26th, 2012 (Revision Submittal)
January 3rd, 2013 (Revision Submittal)

Owner:
Centennial Bank
8201 Cantrell Road, Suite 140
Little Rock, AR. 72227

Developer:
Cobblestone Homes
PO Box 180428
Fort Smith, AR. 72918

A. CURRENT OWNERSHIP OF PROPERTY AND REPRESENTATIVE

The owner of the majority of the property which is adjacent to Persimmon Street and Mountain Ranch Blvd is Centennial Bank. However there is a small portion of the property along the west side(lot 1 and part of the Park) that is being taken from lots 87-90 of Mountain Ranch Subdivision as shown on the Final Plat. Some of these lots have been sold and built on and the owners are as follows:

- Lot 87: Troy & Angela Walls
- Lot 88: Michael & Jennifer Mallard
- Lot 89: Dick & Holly Johnson
- Lot 90: Cobblestone Homes (The developer of this proposed PZD)

All adjacent property owners are aware of this proposed PZD and have signed a consent form to allow Cobblestone Homes to represent them for this proposal.

The representative for this project is Justin Jorgensen of Jorgensen and Associates.

B. SUMMARY (SCOPE, NATURE, AND INTENT)

Park Hill at Mountain Ranch is being presented as a Master Development Plan PZD. This project is located at the southwest corner of Mountain Ranch Blvd and Persimmon Street, which serves as access for Mountain Ranch Subdivision and Mountain Ranch Apartments. The Park Hill at Mountain Ranch Residential Planned Zoning District will consist of 13 single family houses on 2.27 acres, for an overall density of 5.72 units/acre. The houses will front onto Persimmon and Mountain Ranch Blvd. with rear alley (private) access to the houses. In addition, we have planned for a park area/greenspace for use by these 13 houses.

The lot widths range from 40'-50' wide and the proposed houses will have a zero side setback on one side and a courtyard on the other side as shown in the . The style and exterior appearance will be similar to the houses being built in Mountain Ranch Subdivision-combination brick and rock. Please refer to the appendix in this submittal for details.

The reason for this PZD request is to provide a variety of houses for sale in a neighborhood that is predominantly low-density single family and in a market that indicates an increased demand for smaller dwellings on smaller lots than those platted in the Mountain Ranch neighborhood. The houses will be 1200 SF to 1400 SF and on smaller lots. In addition, these houses will act as a buffer to the apartment complex to the east.

Another reason for this submittal as a PZD is that Forrest Hills is being developed to the north and the new street will connect to Mountain Ranch Blvd. This will make the Persimmon/Mtn. Ranch intersection even busier and the developer, Cobblestone Homes, is finding out that prospective buyers are reluctant to buy/build houses on these lots.

We feel that these 13 single family houses with rear access will provide for a slightly different market than what is currently offered. Please refer to the appendix for pictures.

C. GENERAL PROJECT CONCEPT

1) Street and Lot Layout. Park Hill will have rear access alleys and individual drives. Connectivity is provided by Mountain Ranch Blvd. and also Providence Street.

2) Site Plan. Please refer to the attached plans.

3) Buffer Areas. Park Hill will have a green belt surrounding to the west that will function as a park. There will be a driveway and fence behind the park area.

4) Tree Preservation. There are currently no trees on the property. Trees will be planted per the Mt. Ranch Phase 1 Tree Mitigation Plan.

5) Storm Water Detention Areas. Park Hill at Mt. Ranch will use the existing storm water drain at Mt. Ranch Phase 1.

6) Undisturbed Natural Areas. This entire site has already been developed and no natural area will be disturbed.

7) Existing and Proposed Utility Connection and Extension. This project will connect to an existing waterline and sewer that is already in the development.

8) Development and Architectural Design Standards. Park Hill single family residents will have rear access alleys and individual drives. All houses will have curb appeal similar in nature to Mt. Ranch Phase 1.

9) Building Elevations. Exterior Elevations and site-layout have been included for your review.

D. PROPOSED DEVELOPMENT PHASING AND TIMEFRAME

1) PZD Zoning & Preliminary Plat Approval.....May 2013

Once PZD Zoning and Preliminary Plat are approved the Construction Plans will be submitted for review and construction will commence shortly after approval.
Phase I (lots 11-13):

It is the developers desire to then immediately submit and record a Final Plat, including the necessary alley easement, for lots 11-13 in order to pull a building permit on these lots and commence construction on the houses concurrent with construction of the infrastructure for the subdivision. It is our understanding this is an acceptable procedure due to the way the property is currently platted and the fact that these proposed lots (11-13) are served by existing water and sewer lines negating the need for any new water & sewer installation for service. Final CO for any of the houses in Phase I (lots 11-13) will not be granted until final completion and acceptance by the City of the Private Alley and necessary infrastructure of the proposed subdivision.

Phase II (lots 1-10): These phase will be under construction concurrent with Phase I (lots 11-13) and anticipated to be complete within the next 6 months.

E. PROPOSED PLANNING AREAS

This has only one Planning area and will all be Single Family.

F. PROPOSED ZONING AND DEVELOPMENT STANDARDS

Planning Area #1: Single Family Residential:

Purpose: The purpose of this PZD is to permit and encourage the development of single family dwelling units with a density slightly higher than the current RSF 4 zoning district and with an urban form that includes reduced setbacks and smaller dwelling types. This is for 13 units on 2.23 acres, which will have a density of 5.83 units/acre.

Land Use Designation:

1. Permitted Uses.

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory Dwellings

2. Conditional Uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 24	Home occupations

3. Density:

Acreage	2.27 acres
Number of Dwelling Units	13 units
Density	5.7 units/acre

4. Bulk and Area Regulations:

	Single Family Dwellings
5. Lot minimum width	40.0feet
6. Lot area minimum	3,500 square feet
7. Land area per dwelling unit	3,500 square feet

8. Setback Requirements:

Front	Side	Rear
5'	0'	20'

8. Setback Requirements: Structures in this district are limited to a building height of 45 feet.

*All lots with a 0 ft side setback on one side must have a 10' side setback on the other side and minimum 10' separation from structures (eave-to-eave) on both sides. Buildings are subject to minimum building separation, fire wall ratings, etc. in accordance with building code. In no situation shall a primary dwelling unit be attached to another. All dwellings shall front onto the adjacent public street.

9. Building Area:

Area occupied by all buildings shall not exceed 56% of the total lot area. This is enforced on a lot-by-lot basis, not for the entire subdivision.

Site Planning

10. Screening and Landscaping:

The screening and landscaping will be provided as set forth in the Unified Development Code. The sub-division covenants will require each lot to have at least two trees in addition to the trees and landscaping the developer will provide at the entrances, around the turn-a rounds and in the green spaces. All lots will be required to be sodded.

11. Parking:

All parking shall comply with chapter 172, for single family residential requirements of the Unified Development Code.

12. Architectural Design Standards:

Conceptual architectural renderings have been provided in Appendix A. It is the interest of the developer to obtain approval of the PZD for construction of single family detached houses. All houses will have a combination of brick and siding exterior with composite shingles. The homes shall be constructed consistent with the elevations and renderings provided in Appendix A.

13. Signage: Signs shall be permitted and approved and shall be installed in accordance with the Single-Family regulations of the Unified Development Code.

G. MASTER DEVELOPMENT PLAN AS COMPARED TO CURRENT ZONING REQUIREMENTS

A. PA-1 (Single Family)

Existing Zoning		Proposed Zoning	
RSF-4: Residential Single Family		PZD: PA-1 (Single Family)	
Permitted Uses			
Unit 1	City-wide uses by right	Unit 1	City-wide uses by right
Unit 8	Single-family dwellings	Unit 8	Single-family dwellings
Unit 41	Accessory dwellings	Unit 41	Accessory dwellings
Conditional Uses			
Unit 2	City-wide uses by conditional use permit	Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities		
Unit 4	Cultural and recreational facilities	Unit 3	Public protection and utility facilities
Unit 5	Government facilities		
Unit 9	Two-family dwellings		
Unit 12	Limited business	Unit 24	Home occupations
Unit 24	Home occupations		
Unit 36	Wireless communications facilities		
Density			
Units per acre	4 or less	Acreage	2.23 acres
		Dwelling Units	13 units
		Density	6.0 units/acre
Bulk and Area Regulations			
Lot width minimum	70.0 ft.	40.0 ft	
Lot Area Minimum			
Residential	8,000 sq. ft.	3,500 sq. ft.	
Land area per dwelling unit	8,000 sq. ft	3,500 sq. ft.	
Setback Requirements			
Front	15 ft	5 ft	
Side	5 ft	0 ft (see note on F-9)	
Rear	15 ft	20 ft	
Height Requirements			
Maximum building height of 45 feet.		Maximum building height of 45 feet. The height may be increased over 45 feet by obtaining a variance after hearing by the Planning Commission.	
Building Area			
Building area requirement is 40%.		On any lot, the area occupied by all the buildings shall not exceed 58% of the total area of such lot.	

Analysis of the Site Characteristics:
No environmentally hazardous, sensitive, or natural resources areas have been\ found on this site.

H. RECREATION FACILITIES:

This property is very close to Don Reynolds Boys & Girls Club. Park Hill will include a park area on the West side. In addition, it is anticipated that the single family portion of the PZD will utilize the future Mt. Ranch Subdivision Club House.

I. REASON FOR REZONING REQUEST:

The reason for this Conceptual PZD request is to provide a project that will fit into and compliment the surrounding properties. It will also create a transition from the more dense zoning that is on two sides. We feel there is a need for smaller single family quality homes built in the traditional style.

J. RELATIONSHIP TO THE EXISTING AND ADJACENT LAND USES:

Property to the west is RSF-4. Property to the south is RSF-4. Property to the east is RMF-24. Property to the north is PZD.

K. COMPLIANCE WITH CITY OF FAYETTEVILLE PLAN 2030:

In general, the 2030 plan calls for Residential Neighborhood Area, which encourages traditional neighborhood development that incorporates low-intensity non-residential uses. This development provides single family that will fit and transition from all the surrounding zoning. This development will provide a traditional neighborhood form in close proximity to non-residential services surrounding the neighborhood.

Goal #1 - Appropriate infill and revitalization the highest priority.

This project will add an alternative single family option in the next twelve months in an area that is currently being developed and being built out with low density single family, high density multi-family and commercial.

Goal #2 - Discourage suburban sprawl.

This area is a perfect fit for a higher density single family in an area still under construction.

Goal #3 - Traditional town from the standard.

This development will promote traditional town form and give residents in this neighborhood a chance to live and work in the same area. The houses will be located close to the street with rear access drives as well as alleys.

Goal #4 - Grow a livable transportation network.

With the locations of the businesses and green spaces in relation to the residences, we feel that this development promotes walkability with the project and could reduce the number of vehicles on the road.

Goal #5 - Assemble and enduring green network.

This development will have greenbelt around the site and also propose numerous landscaping within the project. There will also be a park centrally located within the development.

Goal #6 - Create attainable housing.

This development will promote attainable housing and accommodate "workforce families", who significantly impact the city's growing economy.

L. TRAFFIC STUDY;

We feel that the added traffic with this development is minimal in comparison with current traffic counts. The traffic study for the Forrest Hills project to the north will support this conclusion. A slight increase in density at this location will not create an appreciable or undersirable increase in traffic congestion.

M. IMPACTS ON CITY SERVICES;

There are no significant impacts to city services associated with this project. Water and sewer have been addressed in other areas of the booklet. Waste will be managed by each single family dwelling being assigned a plastic trash container in accordance with the City of Fayetteville waste management practices.

N. STATEMENT OF COMMITMETS:

1) Dedication of Public Facilities

Utility infrastructure will be dedicated to the City of Fayetteville and utility easements will be dedicated by the Final Plat.

2) On or Off-Site Improvements:

The development of on or off-site infrastructure necessary to serve this project shall be completed prior to Final Plat submittal.

3) Natural Resources and Environmentally Sensitive Areas:

There are no known natural resources or environmentally sensitive areas on this site.

Project Phasing Restriction: (see Pg. 3 also)

1) PZD Approval.....March 2013

We will meet the standard times required for final plat approval. The Final Plat will be submitted as soon as possible after the improvements have been completed.

4) Fire Protection:

This project will be served by the Fayetteville Fire Department. The closest station is on Rupple Road.

5) Other Commitments Imposed by the City:

There are currently no other commitments imposed by the City.

6) Parks, trails, and Open Space Commitments:

There are currently no trees on the property to be protected. The property to the west of the housing will be designated as a Park/Open Space and shall be accessible to only residents of Park Hill and maintained by the P.O.A.

7) Proposed Preliminary Building elevations:

Conceptual architectural elevations are provided at the end of this booklet.

O. DEVELOPMENT STANDARDS, CONDITIONS, AND REVIEW GUIDELINES:

1) Screening and Landscaping:
We will retain or improve the greenbelt around the perimeter of the single family area to the west. A privacy fence will be added to the west as well. The individual homes shall be subject to the requirements of Chapter 177: Landscape regulations.

2) Traffic and Circulation:

One curb cut for a "one-way" drive is proposed off of Mtn. Ranch Blvd. and another curb cut for a "Two-way" drive proposed off of Providence Street to the south. This method of access complies with access management standards by the City of Fayetteville. Rear alleys (private) will be installed to access these houses.

3) Parking Standards:

All parking will be in the rear of the units and will be accessed from the rear private alley as shown on the conceptual site plan.

4) Perimeter Treatment:

Perimeter fencing and greenbelt will be provided to the south, west and north along Mt. Ranch Boulevard.

5) Sidewalks:

Sidewalks will be designed and constructed along all adjacent public streets.

6) Street Lights:

No additional street lights will be added

7) Water:

Water lines will be designed and constructed in accordance with the City of Fayetteville Water & Sewer Specifications.

8) Sewer:

Sewer lines will be designed and constructed in accordance with the City of Fayetteville Water & Sewer Specifications.

9) Streets and Drainage:

No new Streets are being proposed and drainage will be handled with the Existing plan for Mt. Ranch Phase 1.

10) Construction of Non-Residential Facilities:

There are no non residential areas directly serving the proposed residents.

11) Tree Preservation:

There are no trees on the property at this time.

12) Architectural Design Standards:

Conceptual architectural pictures are provided at the end of this booklet. Cobblestone Homes has built approximately 30 homes in Mt. Ranch Phase 1 and the construction of Park Hill will be similar in fashion. All

Dwellings shall front onto the adjacent public street.

13) Signage:

Signage typical for Single-Family residential districts for Park Hill.

14) View Protection:

We are not anticipating that any improvements to this property will impact any view of surrounding properties.

15) Revocations:

The developer understands causes for revocation and will take all measures necessary to avoid revocation.

16) Covenants, Trusts and Homeowner Associations:

The developer will create a property owners association for the purpose of mowing and maintaining the common landscape areas. The developer will prepare protective covenants to establish home building standards.

17) Intent/Purpose of PZD ordinance:

The PZD Ordinance provides this project with the ability to create a planned development. Utilizing PZD allows for slight modifications to traditional setbacks, lot widths, and lot area minimums. The R-PZD Ordinance is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential zone. (City of Fayetteville Zoning Regulations CD161.23(C)). This development encourages a variety and flexibility in land development and land use for predominately residential areas consistent with the city's General Pan and the orderly development of the city. This R-PZD will provide a framework within which an effective relationship of different land uses and activities with surrounding developments.

APPENDIX A

3 Kerra
1/8" = 1'-0"

4 Marion
1/8" = 1'-0"

5 Kerra
1/8" = 1'-0"

6 Marion
1/8" = 1'-0"

1 Site
1" = 30'-0"

2 3D View

Park Hill

KCP
Kissinger's Custom Plans
WWW.KCPH.net

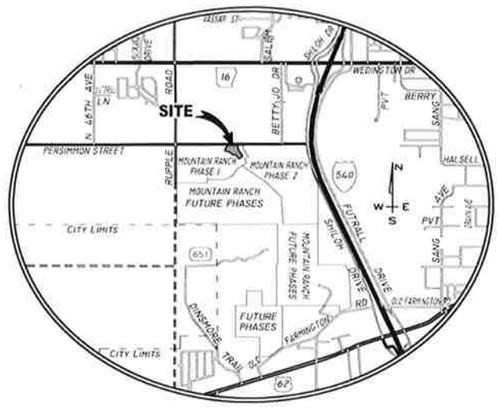
Plot and 3D

1 of 1

2010 9 12

MANOR

VICINITY MAP



FAYETTEVILLE, ARKANSAS

Zoning, Land Use, Replat,
and Preliminary Plat

for

PARK HILL AT MOUNTAIN RANCH

Residential Planned Zonning District

FAYETTEVILLE, ARKANSAS

January 2013

LEGAL DESCRIPTION:

ALL OF LOTS 94, 95, 96, 97 AND 118 AND A PART OF LOTS 87, 88, 89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE I AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 148.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 146.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N44°14'55"W 95.50 FEET, THENCE N54°19'02"W 199.30 FEET TO THE P.O.B.; CONTAINING 2.27 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

FLOOD PLAIN NOTE:

THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0205F DATED MAY 16, 2008.

OWNER

CENTENNIAL BANK
8201 Cantrell Road, Suite 140
Little Rock, Arkansas 72227

DEVELOPER

COBBLESTONE HOMES
PO BOX 180428
Fort Smith, Arkansas 72918

PREPARED BY:

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
124 WEST SUNBRIDGE, SUITE 5 • FAYETTEVILLE, ARKANSAS 72703 • (479) 442-9127 • FAX (479) 582-1807

GENERAL PROVISIONS

AUTHORITY

THIS PZD MASTER DEVELOPMENT PLAN IS AUTHORIZED BY SECTION 161 AND 166 PLANNED ZONING DISTRICTS OF THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE. THE PROVISIONS OF THIS PZD MASTER DEVELOPMENT PLAN SHALL RUN WITH THE LAND. THE LANDOWNERS, THEIR SUCCESSORS, HEIRS, OR ASSIGNS SHALL BE BOUND BY THIS MASTER DEVELOPMENT PLAN, AS AMENDED AND APPROVED BY THE CITY COUNCIL.

ADOPTION

THE ADOPTION OF THE PZD MASTER DEVELOPMENT PLAN SHALL EVIDENCE THE FINDING AND DECISIONS OF THE FAYETTEVILLE CITY COUNCIL THAT THIS PLANNED ZONING DISTRICT, PARK HILL AT MOUNTAIN RANCH IS IN GENERAL CONFORMITY WITH THE FAYETTEVILLE UNIFIED DEVELOPMENT CODE.

THE PROVISIONS OF THE PZD MASTER DEVELOPMENT PLAN SHALL PREVAIL AND GOVERN THE DEVELOPMENT OF THE PARK HILL AT MOUNTAIN RANCH. PROVIDED, HOWEVER, THAT WHERE THE PROVISIONS OF THIS MASTER DEVELOPMENT PLAN DO NOT ADDRESS A PARTICULAR SUBJECT, THE RELEVANT PROVISIONS OF THE CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE, AS AMENDED, OR ANY OTHER APPLICABLE RESOLUTIONS OR REGULATION OF THE CITY OF FAYETTEVILLE.

ENFORCEMENT

TO FURTHER THE MUTUAL INTEREST OF THE RESIDENTS, OCCUPANTS, AND OWNERS OF THE PZD MASTER DEVELOPMENT PLAN AND OF THE PUBLIC IN THE PRESERVATION OF THE INTEGRITY OF THE PLAN, THE PROVISIONS OF THIS PLAN RELATING TO THE USE OF LAND, STATEMENT OF COMMITMENTS, DEVELOPMENT AND ARCHITECTURAL STANDARDS, AND THE LOCATION OF COMMON OPEN SPACE SHALL RUN IN FAVOR OF THE CITY OF FAYETTEVILLE AND SHALL BE ENFORCEABLE AT LAW OR IN EQUITY BY THE CITY WITHOUT LIMITATION ON ANY POWER OR REGULATION OTHERWISE GRANTED BY LAW.

CONFLICT

WHERE THERE IS MORE THAN ONE PROVISION WITHIN THE PZD MASTER DEVELOPMENT PLAN THAT COVERS THE SAME SUBJECT MATTER, THE PROVISION WHICH IS MOST RESTRICTIVE OR IMPOSES HIGHER STANDARDS OR REQUIREMENTS SHALL GOVERN UNLESS DETERMINED OTHERWISE BY THE ZONING AND DEVELOPMENT ADMINISTRATOR.

MAXIMUM LEVEL OF DEVELOPMENT

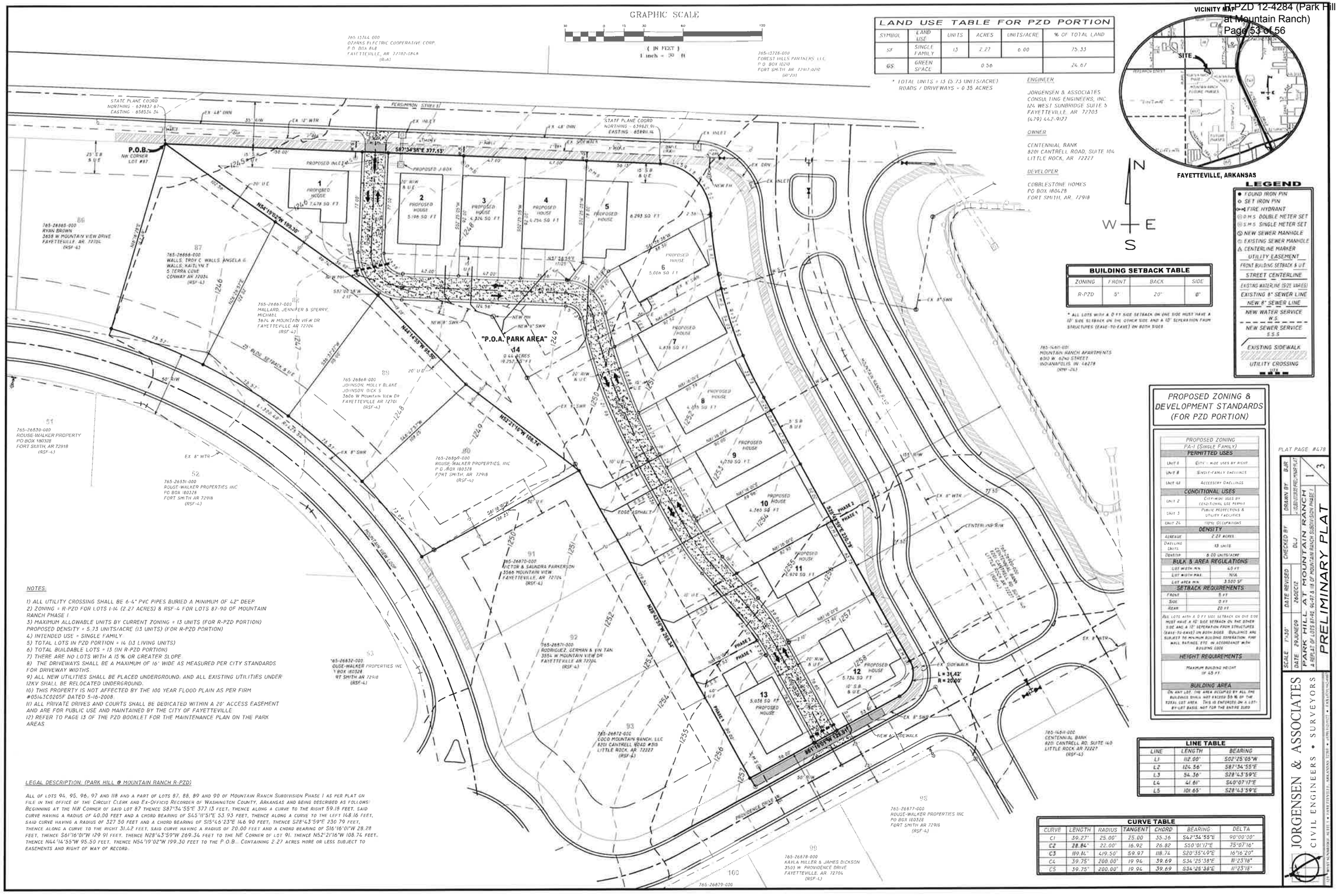
THE TOTAL NUMBER OF DWELLINGS OR THE TOTAL COMMERCIAL, BUSINESS, OR INDUSTRIAL INTENSITY APPROVED FOR DEVELOPMENT WITHIN THE PLANNING AREAS IS THE MAXIMUM DEVELOPMENT REQUESTED FOR PLATTING OR CONSTRUCTION. THE ACTUAL NUMBER OF DWELLINGS OR LEVEL OF DEVELOPMENT FOR COMMERCIAL, BUSINESS, OR INDUSTRIAL PROPERTIES MAY BE LESS DUE TO SUBDIVISION OR SITE IMPROVEMENT PLAN REQUIREMENTS OR OTHER REQUIREMENTS OF THE CITY COUNCIL.

PROJECT TRACKING

AT THE TIME OF SUBDIVISION FINAL PLAT OR LARGE SCALE DEVELOPMENT THE APPLICANT SHALL PROVIDE A SUMMARY OF THE DEVELOPMENT, TO DATE, TO THE PLANNING DIVISION, IN ORDER TO ASSURE MAXIMUM DEVELOPMENT LIMITS ARE NOT EXCEEDED.

INDEX OF SHEETS

COVER SHEET
1 PRELIMINARY PLAT
2 GRADING, TREE & LANDSCAPE PLAN
3 GRADING, TREE & LANDSCAPE NOTES



LAND USE TABLE FOR PZD PORTION					
SYMBOL	LAND USE	UNITS	ACRES	UNITS/ACRE	% OF TOTAL LAND
SF	SINGLE FAMILY	13	2.27	6.00	75.33
GS	GREEN SPACE		0.56		24.67

* TOTAL UNITS = 13 (5.73 UNITS/ACRE)
ROADS / DRIVEWAYS = 0.35 ACRES

ENGINEER

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC
124 WEST SUNBRIDGE SUITE 6
FAYETTEVILLE, AR 72703
(479) 442-9127

OWNER

CENTENNIAL BANK
8201 CANTRELL ROAD, SUITE 104
LITTLE ROCK, AR 72227

DEVELOPER

COBBLESTONE HOMES
PO BOX 180428
FORT SMITH, AR 72918

BUILDING SETBACK TABLE			
ZONING	FRONT	BACK	SIDE
R-PZD	5'	20'	0'

* ALL LOTS WITH A 0 FT SIDE SETBACK ON ONE SIDE MUST HAVE A 10' SIDE SETBACK ON THE OTHER SIDE AND A 10' SEPERATION FROM STRUCTURES (EAVE-TO-EAVE) ON BOTH SIDES

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- FIRE HYDRANT
- D.M.S. DOUBLE METER SET
- S.M.S. SINGLE METER SET
- NEW SEWER MANHOLE
- EXISTING SEWER MANHOLE
- CENTERLINE MARKER
- UTILITY EASEMENT
- FRONT BUILDING SETBACK & U.E.
- STREET CENTERLINE
- EXISTING WATERLINE (SIZE VARIES)
- EXISTING 8" SEWER LINE
- NEW 8" SEWER LINE
- NEW WATER SERVICE W.S.
- NEW SEWER SERVICE S.S.S.
- EXISTING SIDEWALK
- UTILITY CROSSING

PROPOSED ZONING & DEVELOPMENT STANDARDS (FOR PZD PORTION)

PROPOSED ZONING PA-1 (SINGLE FAMILY)	
PERMITTED USES	
UNIT 1	CITY-WIDE USES BY RIGHT
UNIT 8	SINGLE-FAMILY DWELLINGS
UNIT 60	ACCESSORY DWELLINGS
CONDITIONAL USES	
UNIT 2	CITY-WIDE USES BY CONDITIONAL USE PERMIT
UNIT 3	PUBLIC PROTECTION & UTILITY FACILITIES
UNIT 26	"HOME" OCCUPATIONS
DENSITY	
ACREAGE	2.27 ACRES
DWELLING UNITS	13 UNITS
DENSITY	5.73 UNITS/ACRE
BULK & AREA REGULATIONS	
LOT WIDTH MIN.	45 FT
LOT WIDTH MAX.	N/A
LOT AREA MIN.	3,500 SF
SETBACK REQUIREMENTS	
FRONT	5 FT
SIDE	0 FT
REAR	20 FT
ALL LOTS WITH A 0 FT SIDE SETBACK ON ONE SIDE MUST HAVE A 10' SIDE SETBACK ON THE OTHER SIDE AND A 10' SEPERATION FROM STRUCTURES (EAVE-TO-EAVE) ON BOTH SIDES. BUILDINGS ARE SUBJECT TO MINIMUM BUILDING SEPERATION, FIRE WALL RATINGS, ETC. IN ACCORDANCE WITH BUILDING CODE	
HEIGHT REQUIREMENTS	
MAXIMUM BUILDING HEIGHT IS 45 FT.	
BUILDING AREA	
ON ANY LOT, THE AREA OCCUPIED BY ALL THE BUILDINGS SHALL NOT EXCEED 35 % OF THE TOTAL LOT AREA. THIS IS ENFORCED ON A LOT-BY-LOT BASIS, NOT FOR THE ENTIRE SUBD	

NOTES:

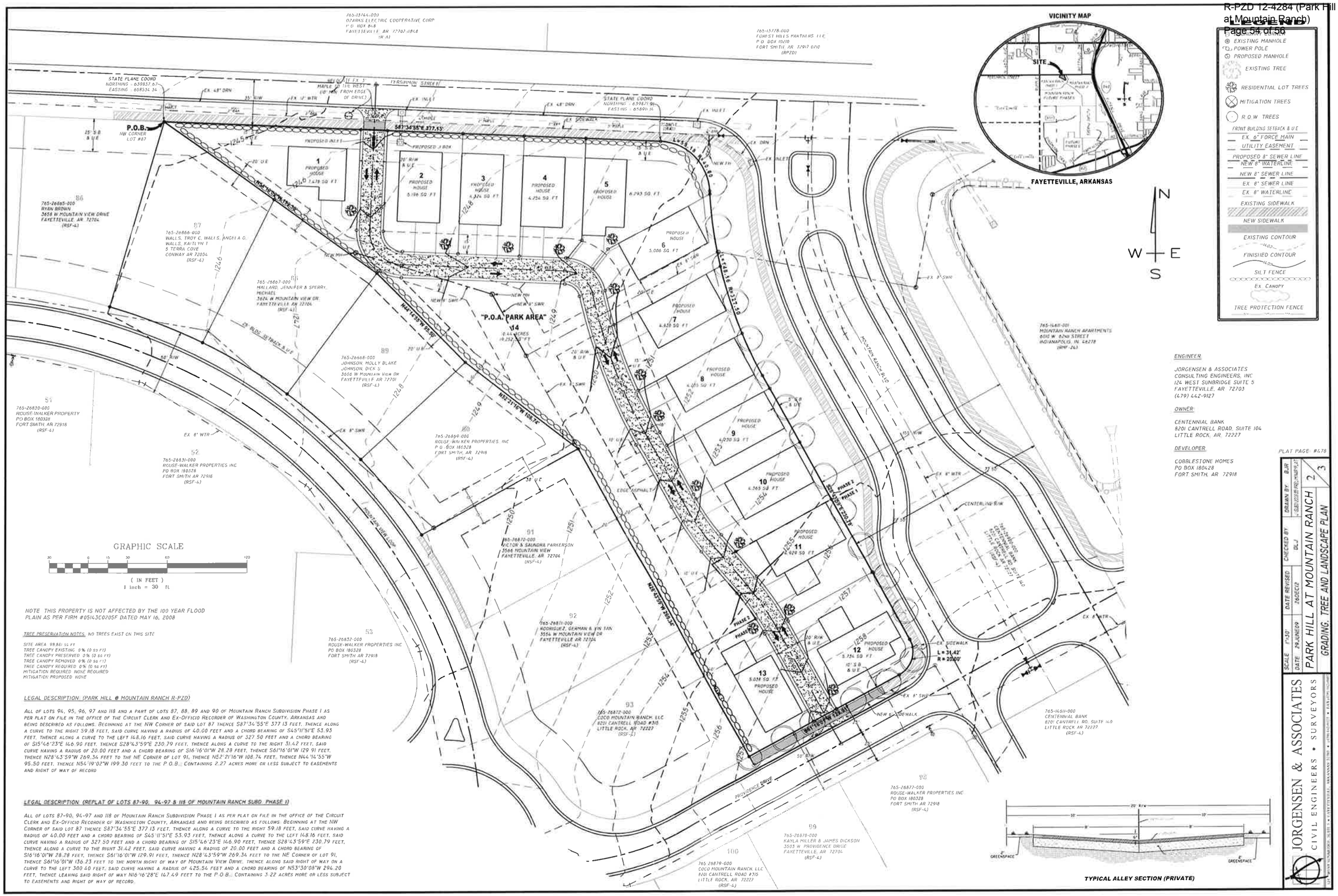
1) ALL UTILITY CROSSING SHALL BE 6-4" PVC PIPES BURIED A MINIMUM OF 42" DEEP
2) ZONING = R-PZD FOR LOTS 1-14 (2.27 ACRES) & RSF-4 FOR LOTS 87-90 OF MOUNTAIN RANCH PHASE I.
3) MAXIMUM ALLOWABLE UNITS BY CURRENT ZONING = 13 UNITS (FOR R-PZD PORTION)
PROPOSED DENSITY = 5.73 UNITS/ACRE (13 UNITS) (FOR R-PZD PORTION)
4) INTENDED USE = SINGLE FAMILY
5) TOTAL LOTS IN PZD PORTION = 14 (13 LIVING UNITS)
6) TOTAL BUILDABLE LOTS = 13 (IN R-PZD PORTION)
7) THERE ARE NO LOTS WITH A 15 % OR GREATER SLOPE.
8) THE DRIVEWAYS SHALL BE A MAXIMUM OF 16' WIDE AS MEASURED PER CITY STANDARDS FOR DRIVEWAY WIDTHS.
9) ALL NEW UTILITIES SHALL BE PLACED UNDERGROUND, AND ALL EXISTING UTILITIES UNDER 12KV SHALL BE RELOCATED UNDERGROUND.
10) THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0205F DATED 5-16-2008.
11) ALL PRIVATE DRIVES AND COURTS SHALL BE DEDICATED WITHIN A 20' ACCESS EASEMENT AND ARE FOR PUBLIC USE AND MAINTAINED BY THE CITY OF FAYETTEVILLE
12) REFER TO PAGE 13 OF THE PZD BOOKLET FOR THE MAINTENANCE PLAN ON THE PARK AREAS

LEGAL DESCRIPTION: (PARK HILL @ MOUNTAIN RANCH R-PZD)

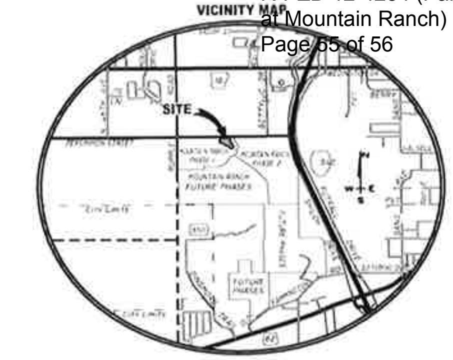
ALL OF LOTS 94, 95, 96, 97 AND 118 AND A PART OF LOTS 87, 88, 89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE I AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 148.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 146.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N44°14'55"W 95.50 FEET, THENCE N54°19'02"W 199.30 FEET TO THE P.O.B.. CONTAINING 2.27 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.

LINE TABLE		
LINE	LENGTH	BEARING
L1	112.00'	S02°25'05"W
L2	124.56'	S87°34'55"E
L3	54.36'	S28°43'59"E
L4	41.61'	S40°07'17"E
L5	101.65'	S28°43'59"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	39.27'	25.00'	25.00	35.36	S42°34'55"E	90°00'00"
C2	28.84'	22.00'	16.92	26.82	S50°01'17"E	75°07'16"
C3	119.16'	419.50'	59.97	118.74	S20°35'49"E	16°16'20"
C4	39.75'	200.00'	19.96	39.69	S34°25'38"E	11°23'18"
C5	39.75'	200.00'	19.96	39.69	S34°25'38"E	11°23'18"


VICINITY MAP
SITE
FAYETTEVILLE, ARKANSAS
LEGEND
EXISTING MANHOLE
POWER POLE
PROPOSED MANHOLE
EXISTING TREE
RESIDENTIAL LOT TREES
MITIGATION TREES
R.O.W. TREES
FRONT BUILDING SETBACK & U.E.
EX. 6" FORCE MAIN
UTILITY EASEMENT
PROPOSED 8" SEWER LINE
NEW 8" WATERLINE
NEW 8" SEWER LINE
EX. 8" SEWER LINE
EX. 8" WATERLINE
EXISTING SIDEWALK
NEW SIDEWALK
EXISTING CONTOUR
FINISHED CONTOUR
SILT FENCE
Ex. CANOPY
TREE PROTECTION FENCE
N
W
E
S
P.O.B.
NW CORNER LOT #87
"P.O.A. PARK AREA"
PROPOSED HOUSE
MOUNTAIN RANCH BLVD
PROVIDENCE DRIVE
GRAPHIC SCALE
(IN FEET)
1 inch = 30 ft
NOTE THIS PROPERTY IS NOT AFFECTED BY THE 100 YEAR FLOOD PLAIN AS PER FIRM #05143C0205F DATED MAY 16, 2008
TREE PRESERVATION NOTES: NO TREES EXIST ON THIS SITE
SITE AREA 98,861 SQ FT
TREE CANOPY EXISTING 0 % (0 SQ FT)
TREE CANOPY PRESERVED 0 % (0 SQ FT)
TREE CANOPY REMOVED 0 % (0 SQ FT)
TREE CANOPY REQUIRED 0 % (0 SQ FT)
MITIGATION REQUIRED NONE REQUIRED
MITIGATION PROPOSED NONE
LEGAL DESCRIPTION (PARK HILL @ MOUNTAIN RANCH R-PZD)
ALL OF LOTS 94, 95, 96, 97 AND 118 AND A PART OF LOTS 87, 88, 89 AND 90 OF MOUNTAIN RANCH SUBDIVISION PHASE I AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 168.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 166.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET TO THE NE CORNER OF LOT 91, THENCE N52°21'16"W 108.74 FEET, THENCE N44°14'55"W 95.50 FEET, THENCE N54°19'02"W 199.30 FEET TO THE P.O.B.. CONTAINING 2.27 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD
LEGAL DESCRIPTION (REPLAT OF LOTS 87-90, 94-97 & 118 OF MOUNTAIN RANCH SUBD. PHASE I)
ALL OF LOTS 87-90, 94-97 AND 118 OF MOUNTAIN RANCH SUBDIVISION PHASE I AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE NW CORNER OF SAID LOT 87 THENCE S87°34'55"E 377.13 FEET, THENCE ALONG A CURVE TO THE RIGHT 59.18 FEET, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CHORD BEARING OF S45°11'51"E 53.93 FEET, THENCE ALONG A CURVE TO THE LEFT 168.16 FEET, SAID CURVE HAVING A RADIUS OF 327.50 FEET AND A CHORD BEARING OF S15°46'23"E 166.90 FEET, THENCE S28°43'59"E 230.79 FEET, THENCE ALONG A CURVE TO THE RIGHT 31.42 FEET, SAID CURVE HAVING A RADIUS OF 20.00 FEET AND A CHORD BEARING OF S16°16'01"W 28.28 FEET, THENCE S61°16'01"W 129.91 FEET, THENCE N28°43'59"W 269.34 FEET TO THE NE CORNER OF LOT 91, THENCE S61°16'01"W 136.23 FEET TO THE NORTH RIGHT OF WAY OF MOUNTAIN VIEW DRIVE, THENCE ALONG SAID RIGHT OF WAY ON A CURVE TO THE LEFT 300.40 FEET, SAID CURVE HAVING A RADIUS OF 425.56 FEET AND A CHORD BEARING OF N53°30'08"W 294.20 FEET, THENCE LEAVING SAID RIGHT OF WAY N16°16'28"E 167.49 FEET TO THE P.O.B.. CONTAINING 3.22 ACRES MORE OR LESS SUBJECT TO EASEMENTS AND RIGHT OF WAY OF RECORD.
TYPICAL ALLEY SECTION (PRIVATE)
GREENSPACE
ENGINEER
JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC
124 WEST SUNBRIDGE SUITE 5
FAYETTEVILLE, AR 72703
(479) 442-9127
OWNER
CENTENNIAL BANK
8201 CANTRELL ROAD, SUITE 104
LITTLE ROCK, AR 72227
DEVELOPER
COBBLESTONE HOMES
PO BOX 180428
FORT SMITH, AR 72918
PLAT PAGE #478
JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS
SCALE 1"=30'
DATE 29JAN2009
DATE REVISED 26DEC12
CHECKED BY DLJ
DRAWN BY BJR
PARK HILL AT MOUNTAIN RANCH
GRADING, TREE AND LANDSCAPE PLAN
2 / 3

VICINITY MAP



FAYETTEVILLE, ARKANSAS

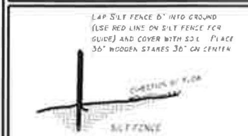
GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft

CONSTRUCTION ENTRANCE

EROSION CONTROL DETAILS



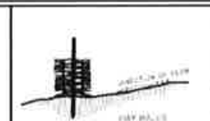
1) LAP SILT FENCE 6" INTO GROUND (USE RED LINE ON SILT FENCE FOR GUIDE) AND COVER WITH SOIL

2) PLACE 36" WOODEN STAKES 36" O.C. ... ENDPOINT

3) REPLACE DAMAGED SILT FENCE. REMOVE DEBRIS AND SEDIMENT WHEN IT REACHES 6" OR AS NECESSARY

4) THE MATERIAL FOR SILT FENCES SHALL BE A PERVIOUS SHEET OF SYNTHETIC FABRIC SUCH AS POLYPROPYLENE, NYLON, POLYESTER, OR POLYETHYLENE YARN. CHOOSE THE MATERIAL BASED ON THE MINIMUM SYNTHETIC FABRIC REQUIREMENTS SHOWN BELOW

PHYSICAL PROPERTY REQUIREMENTS
FILTERING EFFICIENCY 75%-85% (MINIMUM) - TENSILE STRENGTH AT 20% (MAXIMUM) ELONGATION
STANDARD STRENGTH 30 LBS/LINEAR INCH (MINIMUM) - EXTRA STRENGTH 50 LBS/LINEAR INCH (MINIMUM)
ULTRAVIOLET RADIATION 90% (MINIMUM) - SLURRY FLOW RATE 0.3 GAL/FT²/MIN (MINIMUM)



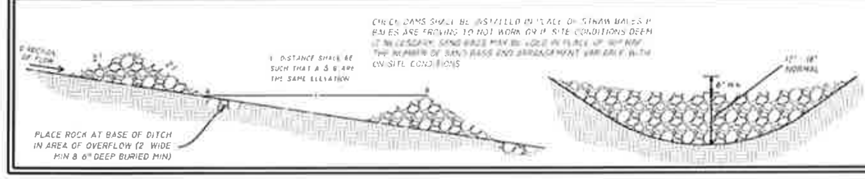
1) EXCAVATE TRENCH WIDTH OF STRAW BALE USED TO A DEPTH OF 4"

2) PLACE AND STAKE BALES END TO END AND PERPENDICULAR TO SLOPES

3) 2 STAKES PER BALE ... 30" LONG ... EMBEDMENT

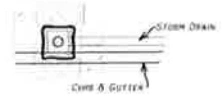
4) REPLACE DAMAGED BALES. REMOVE DEBRIS AND SEDIMENT WHEN IT REACHES ... AS NECESSARY

5) INSTALL STRAW BALES AROUND PERIMETER OF CURB INLET DURING CONSTRUCTION



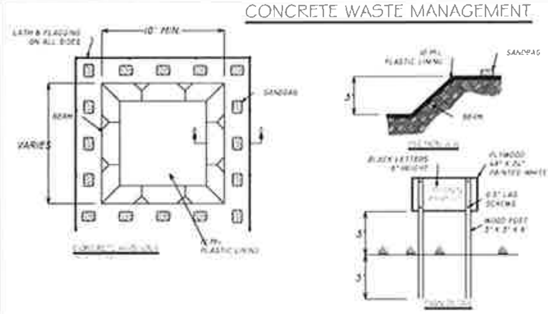
CHECK DAMS SHALL BE INSTALLED IN PLACE OF STRAW BALES IF BALES ARE PROVING TO NOT WORK OR IF SITE CONDITIONS DEEM IT NECESSARY. SAND BAGS MAY BE USED IN PLACE OF RIP RAP. THE NUMBER OF SAND BAGS AND ARRANGEMENT VARIABLE WITH ON-SITE CONDITIONS

INSTALL SILT FENCE & STAKED HAY BALES AROUND ALL CURB INLETS & JUNCTION BOXES



1) A PORTABLE TOILET WILL BE PROVIDED & MAINTAINED ON SITE BY THE CONTRACTOR
2) NO TEMPORARY OFFICE WILL BE USED

CONCRETE WASTE MANAGEMENT



NOTES

1. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS IS ALLOWED
2. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE, EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PIT AREAS
3. ON-SITE TEMPORARY CONCRETE WASHOUT PIT AREAS WILL BE LOCATED AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES AS DETERMINED IN THE FIELD
4. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT OPERATIONS
6. WASHOUT FACILITIES WILL BE CLEANED OUT ONCE THE WASHOUT IS 75% FULL
7. PLASTIC LINING MATERIAL WILL BE A MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND WILL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS
8. WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, THE HARDENED CONCRETE WILL BE REMOVED AND DISPOSED OF. MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE REMOVED FROM THE SITE AND DISPOSED OF

CITY LANDSCAPE REQUIREMENTS

RESIDENTIAL SUBDIVISION LANDSCAPING REQUIREMENTS (LOTS 1 - 163)
REQUIRED: 1 TREE PER LOT

PROVIDED: 13 2" CALIPER LARGE SPECIES TREES
(THESE TREES ARE NOT COUNTED TOWARD MITIGATION)

STORM WATER FACILITY REQUIREMENTS
NONE

MITIGATION TREES
REQUIRED: NONE
PROVIDED: NONE

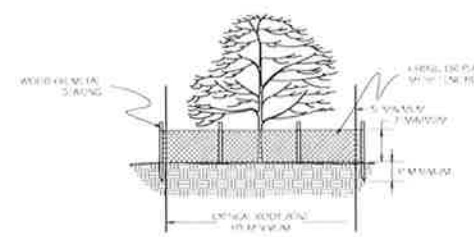
LANDSCAPE NOTES
ALL PLANT BEDS SHALL BE EDGED AND TREATED WITH A WEED BARRIER AND A MINIMUM OF 3" CYPRESS OR PINE BARK MULCH. TREES NOT LOCATED IN PLANT BEDS SHALL RECEIVE A MULCH SAUCER PER DETAIL

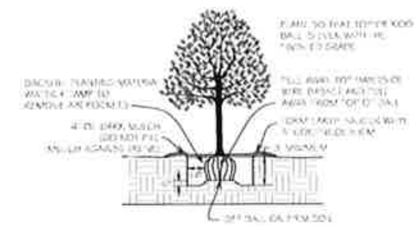
ALL LAWN AREAS ARE TO RECEIVE 4" OF TOPSOIL (4" IS THE MINIMUM COMPACTED DEPTH)
ALL SHRUB AREAS SHALL RECEIVE 12" OF TOPSOIL (12" IS THE MINIMUM COMPACTED DEPTH)
SOIL SHALL BE AMENDED TO ENHANCE FAVORABLE GROWING CONDITIONS. ALL EXISTING SOD/WEEDS SHALL BE REMOVED FROM PLANTING BED AREAS

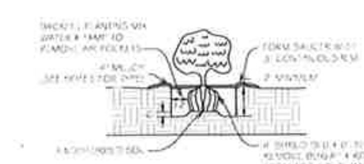
ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AUTOMATIC SPRINKLERS OR WATER SPIGOTS AT MINIMUM 100' RADIUS INTERVALS. MAINS SHALL NOT BE PLACED WITHIN UTILITY EASEMENTS

TREE PRESERVATION NOTES: NO TREES EXIST ON THIS SITE

SITE AREA: 98,881 sq ft
TREE CANOPY EXISTING: 0% (0 sq ft)
TREE CANOPY PRESERVED: 0% (0 sq ft)
TREE CANOPY REMOVED: 0% (0 sq ft)
TREE CANOPY REQUIRED: 0% (0 sq ft)
MITIGATION REQUIRED: NONE REQUIRED
MITIGATION PROPOSED: NONE







TREE PROTECTION NOTES:

1. ALL TREES SHOWN ON THIS PLAN TO BE RETAINED SHALL BE PROTECTED DURING ALL PHASES OF DEMOLITION/CONSTRUCTION WITH TEMPORARY FENCING. IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH LANDSCAPE CONTRACTOR.
2. TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING).
3. FENCES SHALL COMPLETELY SURROUND TREE OR CLUSTERS OF TREES, SHALL BE LOCATED 5' FROM THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIP LINE), AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
   A. SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
   B. ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES GREATER THAN 6 INCHES CUT OR FILL OR TRENCHING.
   C. WOUNDS TO EXPOSED ROOTS, TRUNK OR LIMBS BY MECHANICAL EQUIPMENT.
   D. OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.
4. EXCEPTIONS TO INSTALLING FENCES 5' FROM TREE DRIP LINES MAY BE PERMITTED IN THE FOLLOWING CASES:
   A. WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
   B. WHERE TREES ARE CLOSE TO THE PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN 6 FEET TO THE BUILDING.
5. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHES) IN ADDITION TO THE REDUCED FENCING PROVIDED.
6. WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES UNDER DRIP LINES, THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.
7. ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA.
8. ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED WITH A CLEAN CUT FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL AS SOON AS POSSIBLE. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.
9. PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIP LINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.
10. TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.
11. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
12. NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE.
13. PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.
14. ALL PRUNING MUST BE DONE IN ACCORDANCE TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE AMERICAN NATIONAL STANDARDS INSTITUTE'S PRUNING - ANSI A300 PART 1 2001) BY A ARBORIST ON THE CITY'S CERTIFIED TREE PRUNER/TREE SERVICE LIST.
15. PROTECTIVE FENCES SHALL BE INSTALLED PRIOR TO THE START OF ANY SITE PREPARATION WORK AND SHALL BE MAINTAINED THROUGHOUT ALL PHASES OF THE CONSTRUCTION PROJECT.
16. EROSION AND SEDIMENTATION CONTROL BARRIERS SHALL BE INSTALLED OR MAINTAINED IN A MANNER WHICH DOES NOT RESULT IN SOIL BUILD-UP WITHIN TREE DRIPLINES.
17. TREES APPROVED FOR REMOVAL SHALL BE REMOVED IN A MANNER WHICH DOES NOT IMPACT TREES TO BE PRESERVED.
18. ANY TRENCHING REQUIRED FOR THE INSTALLATION OF LANDSCAPE IRRIGATION SHALL BE PLACED AS FAR FROM EXISTING TREE TRUNKS AS POSSIBLE.
19. DEVIATIONS FROM THE ABOVE NOTES MAY BE CONSIDERED ORDINANCE VIOLATIONS IF THERE IS SUBSTANTIAL NON-COMPLIANCE OR IF A TREE SUSTAINS DAMAGE AS A RESULT.

LANDSCAPE NOTES

PLANTED TREES TO CONSIST OF
MAPLE OR RED / PIN OAK

ALL TREES SHALL BE 2.5" DBH AT TIME OF PLANTING

PLANTED SHRUBS TO CONSIST OF
3-GAL BOXWOOD
1-GAL DURFED NANDINE
4" TO 6" EVERGREEN SHRUBS

ALL PLANT BEDS SHALL BE EDGED AND TREATED WITH A WEED BARRIER, AND A MINIMUM OF 4" CYPRESS OR CEDAR BARK. TREES NOT LOCATED IN PLANT BEDS SHALL RECEIVE A MULCH SAUCER PER DETAIL

NOTE: ALL LANDSCAPED AREAS TO BE IRRIGATED WITH AUTOMATIC SPRINKLERS OR WATER SPIGOTS AT MINIMUM 100' RADIUS INTERVALS

LANDSCAPED STREET TREES LOCATED ON LOTS SHALL BE PLANTED BEFORE FINAL CERTIFICATE OF OCCUPANCY IS ISSUED

ALL LANDSCAPE TREES PLANTED TO MEET STREET TREE, MITIGATION TREE OR LANDSCAPE CODE REQUIREMENTS MUST BE SINGLE STEM, MINIMUM 2" CALIBER TREES

GRADING PLAN NOTES

1) ALL GRADES ARE AS INDICATED BY CONTOURS.

2) CUTS AND FILLS ARE AS INDICATED BY FINISHED CONTOURS AND SPOT ELEVATIONS. SLOPES SHALL NOT EXCEED 3:1 UNLESS ADDITIONAL SLOPE TREATMENT IS PROPOSED AND APPROVED BY THE PROJECT ENGINEER AND THE CITY OF FAYETTEVILLE ENGINEERING DEPARTMENT

3) GRADING WILL BE LIMITED TO THE EXTENTS OF THE PROPOSED CONTOURS.

4) ALL DISTURB AREAS SHALL BE SEEDED.

5) IF EXCESSIVE DUST BECOMES A PROBLEM, A PLAN FOR WATERING HEAVILY TRAVELED AREAS WILL BE SUBMITTED TO THE CITY ENGINEER BY THE CONTRACTOR.

6) ALL FINISHED SLOPES ARE AS SHOWN BY THE FINISHED CONTOURS.

7) ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO ANY GRADING ACTIVITY. DURING CONSTRUCTION SILT FENCE SHALL BE PLACED AROUND ALL INLETS AND JUNCTION BOXES UNTIL LIDS ARE CAST TO PREVENT SILT BUILD UP IN BOXES AND PIPES. ONCE LIDS ARE COMPLETE HAY-BALES ARE TO BE PLACED AROUND ALL INLET OPENINGS UNTIL ALL DISTURBED AREAS ON SITE HAVE BEEN STABILIZED WITH GROUND COVER.

8) THERE ARE NO KNOWN EROSION PROBLEMS ON THIS SITE OR THE PROPERTY DOWNSTREAM.

9) TREE PRESERVATION MEASURES AND EROSION CONTROL MEASURES AS OUTLINED BY THIS PLAN SHALL BE IN PLACE AND INSPECTED BY THE CITY OF FAYETTEVILLE PRIOR TO ANY CONSTRUCTION.

10) ALL AREAS WHICH RECEIVE CONCENTRATED RUNOFF SHALL BE STABILIZED WITH HAY BALES.

11) ALL IMPORTED FILL SHALL BE FREE OF ROCKS GREATER THAN 12 INCHES IN DIAMETER AND ANY DETRIMENTAL ORGANIC MATERIAL OR REFUSE DEBRIS.

12) FILL SHALL NOT BE PLACED ON EXISTING SLOPES WITH A GRADE STEEPER THAN 15 % UNLESS KEYED INTO STEPS IN THE EXISTING GRADE AND THOROUGHLY STABILIZED BY MECHANICAL COMPACTION.

13) PLANTING BEDS SHALL HAVE AMENDED SOILS TO INSURE THE HEALTH OF THE PLANT MATERIALS.

PLAT PAGE #478

SCALE	DATE REVISED	CHECKED BY	DRAWN BY
1"=30'	26DEC12	DLJ	BJR
DATE 29JUNE09			

PARK HILL AT MOUNTAIN RANCH

GRADING, TREE AND LANDSCAPE NOTES

SHEET 3 OF 3

JORGENSEN & ASSOCIATES
CIVIL ENGINEERS • SURVEYORS

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Yolanda Fields	Community Services	Development Services
Submitted By	**Division**	**Department**

Action Required:

Public Hearing and Resolution to order the Raze and Removal of the unsafe structure located at 320 W. Skelton Street. (WC Parcel # 765-10841-000) and approval of a Budget Adjustment in the amount of $6,500.00.

$ 6,500.00	$ 4875.00	
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.6420.5315.04	$ 4875.00	Raze and Removal
Account Number	Funds Used to Date	Program / Project Category Name
50033-1303	$ -	General Fund
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 03-27-2013

City Attorney — Date: 3-28-12

Finance and Internal Services Director — Date: 3-29-2013

Chief of Staff — Date: 4-1-13

Mayor — Date:

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-23-13 A09:43 RCVD

Received in Mayor's Office ENTERED 3/28/13

Comments: Staff recommends approval of the Resolution and budget adjustment.

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Jeremy Pate, Development Services Department Director

From: Yolanda Fields, Community Services Director

Date: March 25, 2013

Subject: Raze and Removal of structure on 320 W. Skelton Street

RECOMMENDATION

Staff recommends approval of the Resolution ordering the Razing and Removal of a dilapidated and unsafe structure located at 320 W. Skelton Street. Staff also recommends approval of the budget adjustment in the amount of $6,500.00.

BACKGROUND

Service Request # 122996, Case # 16708: Code Compliance responded to a request concerning the structure located at 320 W. Skelton Street. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Chief Building Official inspected the property and determined that the structure was in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. Specifically, the Chief Building Official observed: *House is beyond repairable; foundation is collapsing, walls and roof rotten out and soggy. Heating and Electrical needs to be brought up to current codes.*
On October 10, 2012, an Unsafe Building Notice of Violation was sent to the property owner, Celia Cazort Barton. On October 18, 2012, our office received the Certified Mail Receipt signed by the property owner. By ordinance, the property owner was given until November 18, 2012 to acquire a building permit or to raze and remove the structure.
On February 11, 2013, a Notice of Public Hearing was sent to the property owner informing her of the April 16, 2013 Public Hearing. On February 22, 2013, our office received the Certified Mail Receipt signed by the property owner.

DISCUSSION

This parcel contains a 1,338 square foot single family dwelling. The structure is not secured and has deteriorated to a point where it is no longer safe. There is not a current building permit on this structure. If the property owner does not comply with the Raze and Removal order, the budget adjustment funds will be used to contract the Raze and Removal. A Lien will be placed on the parcel for the incurred costs.

BUDGET IMPACT

A budget adjustment in the amount of $6,500.00

RESOLUTION NO. _____

A RESOLUTION ORDERING THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE OWNED BY CELIA CAZORT BARTON LOCATED AT 320 W. SKELTON STREET IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND APPROVING A BUDGET ADJUSTMENT

WHEREAS, Celia Cazort Barton is the record owner of the real property situated at 320 W. Skelton Street, City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

WC Parcel Number 765-10841-000; and,

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and,

WHEREAS, Celia Cazort Barton, having been properly served with a Violation Notice via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violation, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Ordinance No. 3948 of 1996, Celia Cazort Barton is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if Celia Cazort Barton does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

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

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

V12.0724

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Division:	Request Date	Adjustment Number
2013	Community Services Department: Development Services	3/5/2013	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION

Move $6500 from use of fund balance to Raze and Removals for 320 Skelton, project ~~1~~5 0033-1303.

Division Head	3/26/13 Date	Prepared By:	Rachel rafields
Budget Director	3-27-13 Date	Reference:	
Department Director	03.27.2013 Date	Budget & Research Use Only	
Finance Director	3-29-2013 Date	Type: A B C D E P	
Chief of Staff	4-1-13 Date	General Ledger Date	
Mayor	Date	Posted to General Ledger	Initial Date
		Checked / Verified	Initial Date

		Increase / (Decrease) Expense	Revenue	Project.Sub Number
TOTAL BUDGET ADJUSTMENT		6,500	6,500	
Raze and Removals	1010.6420.5315.04	6,500	-	50033.1303
Use of fund balance	1010.0001.4999.99		6,500	

EXHIBIT
A

Code Compliance Program
Unsafe Building Violation Determination

Address / Location: 320 W. Skelton Street

WC Parcel # 765-10841-000

I have determined that the structure above has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

☒ ***I recommend the raze and removal of the structure.***

☐ ***I recommend securing the structure.***

10 Oct 12 ***Building Official***

Observations: House is beyond repairable, foundation is collapsing, walls and roof rotten out and sagging - heating and electrical needs to be brought up to current codes

I have determined that the structure above is not in violation of Subsection 173.09 (A) of the Fayetteville Code Of Ordinances.

Building Official

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: September 17, 2012 *SR#* 122996

Date Received: 10/10/12 *Case#*

Community Services Division Director

CCFORM 602 (REV 03/2009)

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Fayetteville
ARKANSAS

Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

October 10, 2012

Owner CELIA CAZORT BARTON
7907 PRESTWOOD DR.

HOUSTON, TX 77036-2821

RE: Property @ 320 W SKELTON ST, Fayetteville, AR

WC Parcel # 765-10841-000 **Case # 16708**

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8260.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:
If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

If the residence is owner occupied and meets certain income requirements, you may qualify for federal assistance under our Community Development Block Grant. For more information on this program, please call (479) 575-8270 or 575-8240.

Sincerely,

MATTHEW CHILDERS
Code Compliance Officer

Cc: file

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CELIA BARTON
7907 PRESTWOOD DR
HOUSTON, TX 77036-2821

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Celia Barton ☐ Agent ☒ Addressee

B. Received by (Printed Name) CELIA BARTON
C. Date of Delivery 10/15/12

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
OCT 18 2012
CS DIVISION

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7010 2780 0002 0395 5373

PS Form 3811, February 2004 Domestic Return Receipt 16708 MC 102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

16708
10/10/12
Postmark Here

7010 2780 0002 0395 5373

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

City of Fayetteville
Code Compliance
113 West Mountain Street
Fayetteville, Arkansas 72701
Phone 479-575-8260

February 11, 2013

Celia Cazort Barton
7907 Prestwood Drive
Houston, TX 77036-2821

COPY

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A. 14-56-203 at 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **320 W. Skelton Street (Parcel #765-10841-000),** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-8260.

The hearing will be part of a regular City Council meeting on April 16, 2013 beginning at 6:00 p.m. at the City Administration Building, 113 W. Mountain St, Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

Chad Ball
Code Compliance Administrator

Cc: file

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CELIA CAZORT BARTON
7907 PRESTWOOD DRIVE
HOUSTON , TX 77036-2821

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Celia Barton ☐ Agent ☐ Addressee

B. Received by (Printed Name) CELIA BARTON
C. Date of Delivery 2/15-13

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
FEB 22 2013
CS DIVISION

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number (Transfer from service label) 7011 3500 0000 8322 6077

Form 3811, February 2004 Domestic Return Receipt 16708 MC 102595-02-M-1540

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage	$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$

16708
2/13/13
Postmark Here

7011 3500 0000 8322 6077

Sent To
Street, Apt. No.; or PO Box No.
City, State, ZIP+4

PS Form 3800, August 2006 See Reverse for Instructions

Record **1** of **1** Last Updated 03/24/13

Print Page

Parcel Number: **765-10841-000** Prev. Parcel Number: **144063-000-00** Type: **RI**
Location: **320 W SKELTON ST**
Owner Name: **BARTON, CELIA CAZORT**
Mailing Address: **7907 Prestwood Dr Houston TX 77036-2821**
Lot: Block: **004** S-T-R: **28-16-30**
Addition: **SKELTONS S/D**
School District: **FAYETTEVILLE SCH, FAY** Tax District: **011**
City: **FAYETTEVILLE**
Legal: **SOUTH HALF LOT 5 BLOCK 4**
Current Year A79 Credit Status: **V**

Last Appraised: **2010**	**Appraised Value**	**Taxable Value**
Land	**55,300**	**11,060**
Improvement	**20,350**	**4,070**
Total	**75,650**	**15,130**

Tax History

Year	Taxable Value	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	A79 Credit	A79 Status	Net Total Tax	Total Tax Paid	Payment Status
2011				**DELINQUENT**						
2010	**15,130**	**$820.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$820.80**	**$820.80**	**PAID**
2009	**14,040**	**$723.06**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$723.06**	**$723.06**	**PAID**
2008	**5,449**	**$280.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$280.62**	**$280.62**	**PAID**
2007	**11,880**	**$613.01**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$613.01**	**$613.01**	**PAID**
2006	**10,800**	**$569.16**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$569.16**	**$569.16**	**PAID**
2005	**10,272**	**$541.33**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$598.43**	**$598.43**	**PAID**
2004	**9,416**	**$488.31**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$488.31**	**$488.31**	**PAID**
2003	**8,560**	**$453.34**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**V**	**$528.69**	**$528.69**	**PAID**
2002	**7,932**	**$412.15**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$462.34**	**$462.34**	**PAID**
2001	**7,271**	**$377.80**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$415.58**	**$415.58**	**PAID**
2000	**6,610**	**$347.03**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$403.51**	**$403.51**	**PAID**
1999	**6,610**	**$338.43**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$390.54**	**$390.54**	**PAID**
1998	**6,610**	**$339.09**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$429.80**	**$429.80**	**PAID**
1997	**6,610**	**$339.09**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$379.58**	**$379.58**	**PAID**

Available Tax Payment Receipt(s)

Year	Receipt #	Payment Date	Ad Valorem Tax	Imp. Dist. Tax	Timber Tax	Voluntary Tax	Penalty Tax	Payment
2010	**1110132**	**03/09/2012**	**$820.80**	**$0.00**	**$0.00**	**$0.00**	**$120.25**	**$941.05**
2009	**21613**	**06/03/2010**	**$323.06**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$323.06**
2009	**3725**	**04/23/2010**	**$100.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$100.00**
2009	**6719**	**05/03/2010**	**$300.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$300.00**
2008	**1051385**	**12/03/2009**	**$280.62**	**$0.00**	**$0.00**	**$0.00**	**$36.21**	**$316.83**
2008	**23964**	**06/03/2009**	**$386.82**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$386.82**
2007	**1027070**	**12/01/2008**	**$613.01**	**$0.00**	**$0.00**	**$0.00**	**$74.03**	**$687.04**
2006	**27924**	**4/23/2007**	**$330.24**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$330.24**

2006	77238	8/22/2007	$238.92	$0.00	$0.00	$0.00	$0.00	$238.92
2005	141121	10/30/2006	$541.33	$0.00	$0.00	$0.00	$57.10	$598.43
2004	42025	5/17/2005	$488.31	$0.00	$0.00	$0.00	$0.00	$488.31
2003	4077	5/17/2005	$453.34	$0.00	$0.00	$0.00	$75.35	$528.69
2002	14907	11/24/2003	$412.15	$0.00	$0.00	$0.00	$50.19	$462.34
2001	120514	11/14/2002	$377.80	$0.00	$0.00	$0.00	$37.78	$415.58
2000	5022	4/18/2002	$347.03	$0.00	$0.00	$0.00	$56.48	$403.51
1999	4564	4/26/2001	$338.43	$0.00	$0.00	$0.00	$0.00	$390.54
1998	4563	4/26/2001	$339.09	$0.00	$0.00	$0.00	$0.00	$429.80

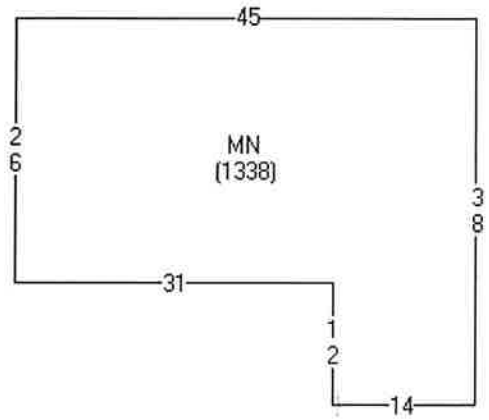
Deed History

Date	Deed Ref.	Grantee1	Grantee2	Deed Type	Sale Amount	Revenue Amount
9/16/2003	2003-51161	BARTON, CELIA		QC	0	
	CSS 2003-51161 QC NO REV					
6/9/1997	97-38745	BARTON, JIMMY		QC	0	0.00
	JLF 97-38745 QCD NO REV.					
1/1/1985	0-0	BARTON, INA			0	0.00

Structure Number	Occupancy Type	Construction Type	First Floor Living Area	Total Living Area	Year Constructed	Basement Area
1	SF	MV	1338	1338	1949	

Grade	Condition	Exterior Wall	Fireplace	Year Remodeled	Effective Age
4	P	STONE VEN			61

Sketch:



Next Item | Previous Item | Ledger Card | Prev. Ledger Card | GIS Parcel Map | Return to Search Results | Modify Search | New Search

03.25.2013 15:59

03.25.2013 16:02

Osborn
City Counci
03.25.2013 16:00

03.25.2013 16:04

03.25.2013 16:01

03.25.2013 16:02

03.25.2013 16:02

03.25.2013 16:03

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

David Jurgens	Parking	Utilities
Submitted By	**Division**	**Department**

Action Required:

Approve a contract with Baldwin & Shell Construction Company, for $40,000, for construction management services for the Entertainment District parking facility, approving a $10,000 contingency, and approving a contractor's fee of 5.5% for construction phased services. The actual dollar cost of this fee will be determined when the specific construction cost is determined.

$ 50,000 ~~40,000~~	$ 6,220,000	Entertainment District Parking Deck
Cost of this request	Category / Project Budget	Program Category / Project Name
4560.9560.5804.00 ~~2130.9132.5314.00~~	$ 675,000	Entertainment District Parking Deck
Account Number	Funds Used to Date	Program / Project Category Name
11028.~~1201~~ 1203	$ 5,545,000	Off-Street Parking
Project Number	Remaining Balance	Fund Name

Budgeted Item XX **Budget Adjustment Attached** [ ]

Department Director	29 MAR 13 Date	Previous Ordinance or Resolution #	258-12 42-12 12/4/2012
City Attorney	4-2-13 Date	Original Contract Date:	2/21/2012
		Original Contract Number:	2230
Finance and Internal Services Director	4-3-2013 Date	Received in City Clerk's Office	03-29-13 P04:02 RCVD
Chief of Staff	4-3-13 Date		
Mayor	4/3/13 Date	Received in Mayor's Office	ENTERED 4/2/13

Comments:

Fayetteville
ARKANSAS
www.accessfayetteville.org

CITY COUNCIL AGENDA MEMO
MEETING DATE OF APRIL 16, 2013
THE CITY OF FAYETTEVILLE, ARKANSAS

To: Fayetteville City Council

Thru: Mayor Lioneld Jordan
Don Marr, Chief of Staff

From: David Jurgens, Utilities Director

Date: March 29, 2013

Subject: Baldwin & Shell Parking Facility Construction Management Contract for $40,000

RECOMMENDATION

City Staff recommends approving a contract with Baldwin & Shell Construction Company, for $40,000, for construction management services for the Entertainment District parking facility with liner buildings, approving a $10,000 contingency, and approving a contractor's fee of 5.5% for construction phased services. The actual dollar cost of this fee will be determined when the specific construction cost is determined.

BACKGROUND

The City of Fayetteville is constructing a parking deck in the entertainment district, specifically on the northwest corner of School Avenue and Spring Street, adjacent to and southeast of the Walton Arts Center (WAC) facility. The objective is to relieve current parking shortfalls and allow for meeting increased parking demand in the area. The deck is expected to contain roughly 246 spaces. The Engineering and Architecture team led by Garver engineers is currently executing the parking deck design, in coordination with the City's team and collaboration with the Walton Arts Center and Boora Architects. The project includes removal and replacement of the existing WAC administration building.

DISCUSSION

A request for qualifications for professional construction management services was published in February, 2013; ten statements of qualification (SOQ) were received. The selection committee, which included Alderman Gray and a representative from the Walton Arts Center, reviewed the SOQs and interviewed four firms, ultimately selecting Baldwin & Shell. Services under this selection will cover both preconstruction and construction phases of work for the Entertainment District parking deck

This specific contract is for preconstruction phase services, with the objective of providing the design team with detailed contractor perspective input, specifically relating to constructability and construction cost estimating. The Construction Manager's fee of 5.5% of the construction cost is set in this initial contract, although the actual dollar cost cannot be identified until bids are received. The $40,000 counts towards and is part of the 5.5%. Upon completion of the design, the next phase of work – construction with a Guaranteed Maximum Price – will be determined based on the publicly opened bids received from subcontractors. An amendment to this contract is intended to be awarded to actually perform the construction.

BUDGET IMPACT

Funding is available within the project 11028, sourced from a combination of revenue bonds and parking funds. It is possible there will be a cost share from the Walton Arts Center.

Fayetteville
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Departmental Correspondence

LEGAL
DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

CC: KIT WILLIAMS, CITY ATTORNEY

FROM: JASON KELLEY, ASST. CITY ATTORNEY

DATE: APRIL 2, 2013

RE: BALDWIN & SHELL CONSTRUCTION CO. CONTRACT

I want to advise you that this contract is not our typically recommended form. This agreement requires the City to pay certain costs incurred by Baldwin & Shell as part of the City's obligation to pay. This agreement includes legal expenses and attorney's fees incurred by Baldwin & Shell in disputes related to the work of the contract as costs the City agrees to reimburse.

It should be clearly noted, however, that because this contract has a "cap," the City is not exposed to any large extent, nor are we obligated to pay any more than the "capped" amount, no matter how much Baldwin & Shell may incur in legal or attorney's fees in any third-party disputes.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A CONTRACT WITH BALDWIN & SHELL CONSTRUCTION COMPANY IN THE AMOUNT OF $40,000.00 FOR CONSTRUCTION MANAGEMENT SERVICES, APPROVING A $10,000.00 CONTINGENCY, AND APPROVING A CONTRACTOR'S FEE OF FIVE AND ONE-HALF PERCENT (5.5%) FOR CONSTRUCTION PHASED SERVICES ALL RELATED TO CONSTRUCTION OF THE DICKSON STREET ENTERTAINMENT DISTRICT PARKING FACILITY

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Baldwin & Shell Construction Company in the amount of $40,000.00 for construction management services, approves a $10,000.00 contingency, and approves a contractor's fee of five and one-half percent (5.5%) for construction phased services, all related to construction of the Dickson Street Entertainment District parking facility.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the 16th day of April in the year 2013
(In words, indicate day, month and year.)

BETWEEN the City of Fayetteville:
(Name, legal status and address)

City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701
113 W. Mountain
Fayetteville, Arkansas 72701
herein after referred to as the City of Fayetteville

and the Baldwin & Shell Construction Company:
(Name, legal status and address)

Baldwin & Shell Construction Company
593 Horsebarn Road, Ste 100
Rogers, Arkansas 72758

for the following Project:
(Name and address or location)

City of Fayetteville Entertainment District Parking Deck in the vicinity of South School Avenue & Spring Street, Fayetteville, Arkansas consisting of the Parking Deck, with Liner Buildings for the City of Fayetteville & Walton Arts Center

The Engineer:
(Name, legal status and address)

Garver, LLC.
2049 E. Joyce Blvd., Ste 400
Fayetteville, AR 72703

The City of Fayetteville's Designated Representative:
(Name, address and other information)

David Jurgens, P.E.
Utilities Director
113 W. Mountain
Fayetteville, AR 72701
479-575-8330
479-575-8257 fx

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The Baldwin & Shell Construction Company's Designated Representative:
(Name, address and other information)

Mike Castagna
Project Manager
593 Horsebarn Road, Ste. 100
Rogers, AR 72758
479-845-1111
479-845-1115 fx
479-644-9006 mob

The Engineer's Designated Representative:
(Name, address and other information)

Ron Petrie, P.E.
Senior Project Manager
2049 E. Joyce Blvd., Ste 400
Fayetteville, AR 72703
479-287-4630
479-527-9101 fx

The City of Fayetteville and Baldwin & Shell Construction Company agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the City of Fayetteville's acceptance of the Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Engineer and furnished by the City of Fayetteville as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.2 Relationship of the Parties

The Baldwin & Shell Construction Company accepts the relationship of trust and confidence established by this Agreement and covenants with the City of Fayetteville to cooperate with the Engineer and exercise the Baldwin & Shell Construction Company's skill and judgment in furthering the interests of the City of Fayetteville; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the City of Fayetteville's interests. The City of Fayetteville agrees to furnish or approve, in a timely manner, information required by the Baldwin & Shell Construction Company and to make payments to the Baldwin & Shell Construction Company in accordance with the requirements of the Contract Documents. Baldwin & Shell will exercise reasonable skill, care, and diligence in the performance of the Baldwin & Shell's services and will carry out its responsibilities in accordance with customarily accepted professional construction management practices. The City of Fayetteville will promptly report to Baldwin & Shell any defects or suspected defects in Baldwin & Shell's services of which the City of Fayetteville becomes aware, so that Baldwin & Shell can take measures to minimize the consequences of such a defect. The City of Fayetteville retains all remedies to recover for its damages caused by any negligence of Baldwin & Shell.

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§ 1.3 General Conditions
For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Owner" as used in the A201-2007 shall mean The City of Fayetteville. The terms "Construction Manager" or "Contractor" as used in the A201-2007 shall mean Baldwin & Shell Construction Company. The term "Architect" as used in A201–2007 shall mean the Engineer.

(Paragraphs deleted)
ARTICLE 2 BALDWIN & SHELL CONSTRUCTION COMPANY'S RESPONSIBILITIES
The Baldwin & Shell Construction Company's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Baldwin & Shell Construction Company's Construction Phase responsibilities are set forth in Section 2.3. The City of Fayetteville and Baldwin & Shell Construction Company may agree, in consultation with the Engineer for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Baldwin & Shell Construction Company shall identify a representative authorized to act on behalf of the Baldwin & Shell Construction Company with respect to the Project.

§ 2.1 Preconstruction Phase
§ 2.1.1 The Baldwin & Shell Construction Company shall provide a preliminary evaluation of the City of Fayetteville's project, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation
The Baldwin & Shell Construction Company shall schedule and conduct meetings with the Engineer and City of Fayetteville to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Baldwin & Shell Construction Company shall advise the City of Fayetteville and the Engineer on proposed site use and improvements, selection of materials, and building systems and equipment. The Baldwin & Shell Construction Company shall also provide recommendations consistent with the Project requirements to the City of Fayetteville and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Baldwin & Shell Construction Company shall prepare and periodically update a Project schedule for the Engineer's review and the City of Fayetteville's acceptance. The Baldwin & Shell Construction Company shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the Engineer's services. The Project schedule shall coordinate and integrate the Baldwin & Shell Construction Company's services, the Engineer's services, other City of Fayetteville consultants' services, and the City of Fayetteville's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the City of Fayetteville.

§ 2.1.4 Phased Construction
The Baldwin & Shell Construction Company shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Baldwin & Shell Construction Company shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates
§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Engineer the Baldwin & Shell Construction Company shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Engineer's review and City of Fayetteville's approval. If the Engineer or Baldwin & Shell Construction Company suggests alternative materials and systems, the Baldwin & Shell Construction Company shall provide cost evaluations of those alternative materials and systems.

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§ 2.1.5.2 As the Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Baldwin & Shell Construction Company shall prepare and update, at appropriate intervals agreed to by the City of Fayetteville, Baldwin & Shell Construction Company and Engineer estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the City of Fayetteville and Baldwin & Shell Construction Company agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Engineer's review and the City of Fayetteville's approval. The Baldwin & Shell Construction Company shall inform the City of Fayetteville and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Baldwin & Shell Construction Company and Suppliers
The Baldwin & Shell Construction Company shall develop bidders' interest in the Project.

§ 2.1.7 The Baldwin & Shell Construction Company shall prepare, for the Engineer's review and the City of Fayetteville's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Baldwin & Shell Construction Company shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the City of Fayetteville agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the City of Fayetteville shall procure the items on terms and conditions acceptable to the Baldwin & Shell Construction Company. Upon the establishment of the Guaranteed Maximum Price, the City of Fayetteville shall assign all contracts for these items to the Baldwin & Shell Construction Company and the Baldwin & Shell Construction Company shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility
The Baldwin & Shell Construction Company shall exercise reasonable care in preparing schedules and estimates. The Baldwin & Shell Construction Company, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Baldwin & Shell Construction Company is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Baldwin & Shell Construction Company shall promptly report to the Engineer and City of Fayetteville any nonconformity discovered by or made known to the Baldwin & Shell Construction Company as a request for information in such form as the Engineer may require.

§ 2.1.9 Notices and Compliance with Laws
The Baldwin & Shell Construction Company shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time
§ 2.2.1 At a time to be mutually agreed upon by the City of Fayetteville and the Baldwin & Shell Construction Company and in consultation with the Engineer, the Baldwin & Shell Construction Company shall prepare a Guaranteed Maximum Price proposal for the City of Fayetteville's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Baldwin & Shell Construction Company's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Baldwin & Shell Construction Company's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Engineer, the Baldwin & Shell Construction Company shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The Baldwin & Shell Construction Company shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Baldwin & Shell Construction Company in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the City of Fayetteville and contained in the Drawings and Specifications;

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.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Baldwin & Shell Construction Company's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the City of Fayetteville must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal, the Baldwin & Shell Construction Company shall include its contingency for the Baldwin & Shell Construction Company's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Baldwin & Shell Construction Company shall meet with the City of Fayetteville and Engineer to review the Guaranteed Maximum Price proposal. In the event that the City of Fayetteville and Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Baldwin & Shell Construction Company, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the City of Fayetteville notifies the Baldwin & Shell Construction Company that the City of Fayetteville has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Baldwin & Shell Construction Company. Following acceptance of a Guaranteed Maximum Price, the City of Fayetteville and Baldwin & Shell Construction Company shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the City of Fayetteville shall provide to the Engineer. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Baldwin & Shell Construction Company shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the City of Fayetteville provides prior written authorization for such costs.

§ 2.2.8 The City of Fayetteville shall authorize the Engineer to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The City of Fayetteville shall promptly furnish those revised Drawings and Specifications to the Baldwin & Shell Construction Company as they are revised. The Baldwin & Shell Construction Company shall notify the City of Fayetteville and Engineer of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Baldwin & Shell Construction Company shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Baldwin & Shell Construction Company that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the City of Fayetteville's acceptance of the Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal or the City of Fayetteville's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Baldwin & Shell Construction Company does not customarily perform with the Baldwin & Shell Construction Company's own personnel shall be performed under subcontracts or by other appropriate agreements with the Baldwin & Shell Construction Company. The City of Fayetteville may designate specific persons from whom, or entities from which, the Baldwin & Shell Construction Company shall obtain bids. The Baldwin & Shell Construction Company shall obtain bids from Subcontractors and from suppliers of materials or

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equipment fabricated especially for the Work and shall deliver such bids to the Engineer. The City of Fayetteville shall then determine, with the advice of the Baldwin & Shell Construction Company and the Engineer, which bids will be accepted. The Baldwin & Shell Construction Company shall not be required to contract with anyone to whom the Baldwin & Shell Construction Company has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the City of Fayetteville by the Baldwin & Shell Construction Company, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the City of Fayetteville requires that another bid be accepted, then the Baldwin & Shell Construction Company may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the City of Fayetteville by the Baldwin & Shell Construction Company and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the City of Fayetteville.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the City of Fayetteville. If the Subcontract is awarded on a cost-plus a fee basis, the Baldwin & Shell Construction Company shall provide in the Subcontract for the City of Fayetteville to receive the same audit rights with regard to the Subcontractor as the City of Fayetteville receives with regard to the Baldwin & Shell Construction Company in Section 6.11 below.

§ 2.3.2.4 If the Baldwin & Shell Construction Company recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Baldwin & Shell Construction Company shall promptly notify the City of Fayetteville in writing of such relationship and notify the City of Fayetteville of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Baldwin & Shell Construction Company shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Baldwin & Shell Construction Company shall prepare and promptly distribute minutes to the City of Fayetteville and Engineer.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Baldwin & Shell Construction Company shall prepare and submit to the City of Fayetteville and Engineer a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The Baldwin & Shell Construction Company shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the City of Fayetteville, the Baldwin & Shell Construction Company shall submit written progress reports to the City of Fayetteville and Engineer, showing percentages of completion and other information required by the City of Fayetteville. The Baldwin & Shell Construction Company shall also keep, and make available to the City of Fayetteville and Engineer., a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the City of Fayetteville.

§ 2.3.2.8 The Baldwin & Shell Construction Company shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Baldwin & Shell Construction Company shall identify variances between actual and estimated costs and report the variances to the City of Fayetteville and Engineer. and shall provide this information in its monthly reports to the City of Fayetteville and Engineer, in accordance with Section 2.3.2.7 above.

§ 2.4 Professional Services
Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials
Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 CITY OF FAYETTEVILLE'S RESPONSIBILITIES
§ 3.1 Information and Services Required of the City of Fayetteville
§ 3.1.1 The City of Fayetteville shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the City of Fayetteville's objectives,

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constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Baldwin & Shell Construction Company may request in writing that the City of Fayetteville provide reasonable evidence that the City of Fayetteville has made financial arrangements to fulfill the City of Fayetteville's obligations under the Contract. Thereafter, the Baldwin & Shell Construction Company may only request such evidence if (1) the City of Fayetteville fails to make payments to the Baldwin & Shell Construction Company as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Baldwin & Shell Construction Company identifies in writing a reasonable concern regarding the City of Fayetteville's ability to make payment when due. The City of Fayetteville shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the City of Fayetteville furnishes the evidence, the City of Fayetteville shall not materially vary such financial arrangements without prior notice to the Baldwin & Shell Construction Company and Engineer.

§ 3.1.3 The City of Fayetteville shall establish and periodically update the City of Fayetteville's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the City of Fayetteville's other costs, and (3) reasonable contingencies related to all of these costs. If the City of Fayetteville significantly increases or decreases the City of Fayetteville's budget for the Cost of the Work, the City of Fayetteville shall notify the Baldwin & Shell Construction Company and Engineer. The City of Fayetteville and the Engineer in consultation with the Baldwin & Shell Construction Company, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the City of Fayetteville shall furnish the following information or services with reasonable promptness. The City of Fayetteville shall also furnish any other information or services under the City of Fayetteville's control and relevant to the Baldwin & Shell Construction Company's performance of the Work with reasonable promptness after receiving the Baldwin & Shell Construction Company's written request for such information or services. The Baldwin & Shell Construction Company shall be entitled to rely on the accuracy of information and services furnished by the City of Fayetteville but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The City of Fayetteville shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The City of Fayetteville shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The City of Fayetteville, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the City of Fayetteville shall furnish information or services required of the City of Fayetteville by the Contract Documents with reasonable promptness. The City of Fayetteville shall also furnish any other information or services under the City of Fayetteville's control and relevant to the Baldwin & Shell Construction Company's performance of the Work with reasonable promptness after receiving the Baldwin & Shell Construction Company's written request for such information or services.

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§ 3.2 City of Fayetteville's Designated Representative
The City of Fayetteville shall identify a representative authorized to act on behalf of the City of Fayetteville with respect to the Project. The City of Fayetteville's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Baldwin & Shell Construction Company. Except as otherwise provided in Section 4.2.1 of A201–2007, the Engineer does not have such authority. The term "Owner" as used in the A201-2007 means the City of Fayetteville or the City of Fayetteville's authorized representative.

§ 3.2.1 Legal Requirements. The City of Fayetteville shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City of Fayetteville's needs and interests.

§ 3.3 Engineer
The City of Fayetteville shall retain an Engineer to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between City of Fayetteville and Engineer including any additional services requested by the Baldwin & Shell Construction Company that are necessary for the Preconstruction and Construction Phase services under this Agreement. The City of Fayetteville shall provide the Baldwin & Shell Construction Company a copy of the executed agreement between the City of Fayetteville and the Engineer and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation
§ 4.1.1 For the Baldwin & Shell Construction Company's Preconstruction Phase services, the City of Fayetteville shall compensate the Baldwin & Shell Construction Company as follows:

§ 4.1.2 For the Baldwin & Shell Construction Company's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

A lump sum amount of $40,000

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Baldwin & Shell Construction Company's personnel providing Preconstruction Phase services on the Project and the Baldwin & Shell Construction Company's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments
§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Baldwin & Shell Construction Company's invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Baldwin & Shell Construction Company.
(Insert rate of monthly or annual interest agreed upon.)

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Baldwin & Shell Construction Company's performance of the Work as described in Section 2.3, the City of Fayetteville shall pay the Baldwin & Shell Construction Company the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Baldwin & Shell Construction Company's Fee.

§ 5.1.1 The Baldwin & Shell Construction Company's Fee:

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(State a lump sum, percentage of Cost of the Work or other provision for determining the Baldwin & Shell Construction Company's Fee.)

The Construction Phase Services fee shall be calculated at the time the Guarantee Maximum Price is established by taking the total estimated cost of the work for the entire project, including costs incurred during the pre-construction phase of the project as defined in Sections 2.1.1 through 2.1.9 and further defined in Sections 6.1.1 through 6.7.4 and then applying a five and one half percent (5 ½) to the total estimated cost. The fee will then be converted to a lump sum amount less the Precontruction Phase fee of $40,000 defined in 4.1.2. The lump sum fee will not be reduced based on savings in cost or reduction of scope by change order.

§ 5.1.2 The method of adjustment of the Baldwin & Shell Construction Company's Fee for changes in the Work:

All additive change order work shall carry a five and one half percent (5-1/2%) fee

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

As defined the the Project Manual Supplementary Conditions

§ 5.1.4 Rental rates for Baldwin & Shell Construction Company-owned equipment shall not exceed eight-five percent (85 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Baldwin & Shell Construction Company guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Baldwin & Shell Construction Company shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the City of Fayetteville.
(Insert specific provisions if the Baldwin & Shell Construction Company is to participate in any savings.)

All savings shall accrue one hundred percent (100%) to the City of Fayetteville

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The City of Fayetteville may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The City of Fayetteville shall issue such changes in writing. The Engineer may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Baldwin & Shell Construction Company shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the City of Fayetteville's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in

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AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the City of Fayetteville's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Baldwin & Shell Construction Company's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the Baldwin & Shell Construction Company's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the City of Fayetteville or Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Baldwin & Shell Construction Company in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the City of Fayetteville. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the City of Fayetteville's prior approval, the Baldwin & Shell Construction Company shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Baldwin & Shell Construction Company to perform the construction of the Work at the site or, with the City of Fayetteville's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Baldwin & Shell Construction Company's supervisory and administrative personnel when stationed at the site with the City of Fayetteville's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the Baldwin & Shell Construction Company's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Baldwin & Shell Construction Company's supervisory or administrative personnel engaged at factories, workshops, jobsite or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Baldwin & Shell Construction Company for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Baldwin & Shell Construction Company or paid to any Baldwin & Shell Construction Company or vendor, with the City of Fayetteville's prior approval.

§ 6.3 Subcontract Costs

Payments made by the Baldwin & Shell Construction Company to Subcontractors in accordance with the requirements of the subcontracts.

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§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the City of Fayetteville's property at the completion of the Work or, at the City of Fayetteville's option, shall be sold by the Baldwin & Shell Construction Company. Any amounts realized from such sales shall be credited to the City of Fayetteville as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Baldwin & Shell Construction Company at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Baldwin & Shell Construction Company shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Baldwin & Shell Construction Company at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Baldwin & Shell Construction Company-owned item may not exceed the purchase price of any comparable item. Rates of Baldwin & Shell Construction Company-owned equipment and quantities of equipment shall be subject to the City of Fayetteville's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Baldwin & Shell Construction Company's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the City of Fayetteville's prior approval.

§ 6.6 Miscellaneous Costs
§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the City of Fayetteville's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Baldwin & Shell Construction Company is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Baldwin & Shell Construction Company is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Baldwin & Shell Construction Company resulting from such suits or claims and payments of settlements made with the City of Fayetteville's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the

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calculation of the Baldwin & Shell Construction Company's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, mobile phones, internet, electronic data transfer costs, office supplies, data processing, etc. directly related to the Work with the City of Fayetteville's prior approval.

§ 6.6.7 Deposits lost for causes other than the Baldwin & Shell Construction Company's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the City of Fayetteville and Baldwin & Shell Construction Company, reasonably incurred by the Baldwin & Shell Construction Company after the execution of this Agreement in the performance of the Work and with the City of Fayetteville's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the City of Fayetteville's prior approval, expenses incurred in accordance with the Baldwin & Shell Construction Company's standard written personnel policy for relocation and temporary living allowances of the Baldwin & Shell Construction Company's personnel required for the Work.

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the City of Fayetteville.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201–2007.

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Baldwin & Shell Construction Company, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Baldwin & Shell Construction Company and only to the extent that the cost of repair or correction is not recovered by the Baldwin & Shell Construction Company from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the Baldwin & Shell Construction Company to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Baldwin & Shell Construction Company's personnel stationed at the Baldwin & Shell Construction Company's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- **.2** Expenses of the Baldwin & Shell Construction Company's principal office and offices other than the site office with the exception of costs provided by principal office to jobsite as defined in Section 6.6.6 above ;
- **.3** Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- **.4** The Baldwin & Shell Construction Company's capital expenses, including interest on the Baldwin & Shell Construction Company's capital employed for the Work;
- **.5** Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Baldwin & Shell Construction Company, Baldwin & Shell Construction Company and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- **.6** Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- **.7** Costs, other than costs included in Change Orders approved by the City of Fayetteville, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.8** Costs for services incurred during the Preconstruction Phase.

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§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Cash discounts obtained on payments made by the Baldwin & Shell Construction Company shall accrue to the City of Fayetteville if (1) before making the payment, the Baldwin & Shell Construction Company included them in an Application for Payment and received payment from the City of Fayetteville, or (2) the City of Fayetteville has deposited funds with the Baldwin & Shell Construction Company with which to make payments; otherwise, cash discounts shall accrue to the Baldwin & Shell Construction Company. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the City of Fayetteville, and the Baldwin & Shell Construction Company shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the City of Fayetteville in accordance with the provisions of Section 6.9.1 shall be credited to the City of Fayetteville as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Baldwin & Shell Construction Company; any entity in which any stockholder in, or management employee of, the Baldwin & Shell Construction Company owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Baldwin & Shell Construction Company. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Baldwin & Shell Construction Company and a related party, the Baldwin & Shell Construction Company shall notify the City of Fayetteville of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the City of Fayetteville, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Baldwin & Shell Construction Company shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the City of Fayetteville fails to authorize the transaction, the Baldwin & Shell Construction Company shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Baldwin & Shell Construction Company shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the City of Fayetteville. The City of Fayetteville and the City of Fayetteville's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Baldwin & Shell Construction Company's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Baldwin & Shell Construction Company shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Baldwin & Shell Construction Company shall track costs related to separate funding sources as directed by the City of Fayetteville in order to comply with requirements of state and local law and regulations, bond covenant requirement, and to track cost of components of cost shares as may occur.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Engineer by the Baldwin & Shell Construction Company and Certificates for Payment issued by the Engineer the City of Fayetteville shall make progress payments on account of the Contract Sum to the Baldwin & Shell Construction Company as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 7.1.3 Provided that an Application for Payment is received by the Engineer not later than the 25th day of a month, the City of Fayetteville shall make payment of the certified amount to the Baldwin & Shell Construction Company not later than the 15th day of the following month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the City of Fayetteville not later than twenty-one (21) days after the Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Baldwin & Shell Construction Company shall, upon request by the City of Fayetteville or the Engineer, submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the City of Fayetteville or Engineer to demonstrate that cash disbursements already made by the Baldwin & Shell Construction Company on account of the Cost of the Work equal or exceed progress payments already received by the Baldwin & Shell Construction Company, less that portion of those payments attributable to the Baldwin & Shell Construction Company's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Baldwin & Shell Construction Company in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Baldwin & Shell Construction Company's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Baldwin & Shell Construction Company's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Baldwin & Shell Construction Company on account of that portion of the Work for which the Baldwin & Shell Construction Company has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the City of Fayetteville of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the City of Fayetteville, suitably stored off the site at a location agreed upon in writing;

.3 Add the Baldwin & Shell Construction Company's Fee, less retainage of five percent (5 %). The Baldwin & Shell Construction Company's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Baldwin & Shell Construction Company's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of five percent (5 %) from that portion of the Work that the Baldwin & Shell Construction Company self-performs;

.5 Subtract the aggregate of previous payments made by the City of Fayetteville;

.6 Subtract the shortfall, if any, indicated by the Baldwin & Shell Construction Company in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the City of Fayetteville's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Engineer, has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The City of Fayetteville and Baldwin & Shell Construction Company shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Baldwin & Shell Construction Company and (2) the

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percentage of retainage held on Subcontracts, and the Baldwin & Shell Construction Company shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the City of Fayetteville's prior approval, the Baldwin & Shell Construction Company shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Baldwin & Shell Construction Company's Applications for Payment, the Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Baldwin & Shell Construction Company and shall not be deemed to represent that the Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Engineer has made exhaustive or continuous on-site inspections; or that the Engineer has made examinations to ascertain how or for what purposes the Baldwin & Shell Construction Company has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the City of Fayetteville, will be performed by the City of Fayetteville's auditors acting in the sole interest of the City of Fayetteville.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City of Fayetteville to the Baldwin & Shell Construction Company when

- **.1** the Baldwin & Shell Construction Company has fully performed the Contract except for the Baldwin & Shell Construction Company's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Baldwin & Shell Construction Company has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Engineer.

The City of Fayetteville's final payment to the Baldwin & Shell Construction Company shall be made no later than 30 days after the issuance of the Engineer's final Certificate for Payment, or as follows:

§ 7.2.2 The City of Fayetteville's auditors will review and report in writing on the Baldwin & Shell Construction Company's final accounting within 30 days after delivery of the final accounting to the Engineer by the Baldwin & Shell Construction Company. Based upon such Cost of the Work as the City of Fayetteville's auditors report to be substantiated by the Baldwin & Shell Construction Company's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Engineer will, within seven days after receipt of the written report of the City of Fayetteville's auditors, either issue to the City of Fayetteville a final Certificate for Payment with a copy to the Baldwin & Shell Construction Company, or notify the Baldwin & Shell Construction Company and City of Fayetteville in writing of the Engineers reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Engineer is not responsible for verifying the accuracy of the Baldwin & Shell Construction Company's final accounting.

§ 7.2.3 If the City of Fayetteville's auditors report the Cost of the Work as substantiated by the Baldwin & Shell Construction Company's final accounting to be less than claimed by the Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the Baldwin & Shell Construction Company within 30 days after the Baldwin & Shell Construction Company's receipt of a copy of the Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the City of Fayetteville's auditors becoming binding on the Baldwin & Shell Construction Company. Pending a final resolution of the disputed amount, the City of Fayetteville shall pay the Baldwin & Shell Construction Company the amount certified in the Engineer's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the City of Fayetteville's request, the Baldwin & Shell Construction Company incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the City of Fayetteville shall reimburse the Baldwin & Shell Construction Company such costs and the Baldwin & Shell Construction Company's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Baldwin & Shell

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Construction Company has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the City of Fayetteville in determining the net amount to be paid by the City of Fayetteville to the Baldwin & Shell Construction Company.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Baldwin & Shell Construction Company and the City of Fayetteville shall purchase and maintain insurance, and the Baldwin & Shell Construction Company shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Performance and Payment Bonds	One-hundred percent (100%) of the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the City of Fayetteville and Baldwin & Shell Construction Company shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the Baldwin & Shell Construction Company's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the City of Fayetteville and Baldwin & Shell Construction Company do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

§ 9.3 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Baldwin & Shell Construction Company's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Engineer.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the City of Fayetteville may terminate this Agreement upon not less than seven days' written notice to the Baldwin & Shell Construction Company for the City of Fayetteville's convenience and without cause, and the Baldwin & Shell Construction Company may terminate this Agreement, upon not less than seven days' written notice to the City of Fayetteville, for the reasons set forth in Section 14.1.1 of A201–2007.

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§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Baldwin & Shell Construction Company shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Baldwin & Shell Construction Company's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the City of Fayetteville terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the City of Fayetteville shall pay to the Baldwin & Shell Construction Company an amount calculated as follows, which amount shall be in addition to any compensation paid to the Baldwin & Shell Construction Company under Section 10.1.2:

.1 Take the Cost of the Work incurred by the Baldwin & Shell Construction Company to the date of termination;

.2 Add the Baldwin & Shell Construction Company's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Baldwin & Shell Construction Company's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the City of Fayetteville for Construction Phase services.

The City of Fayetteville shall also pay the Baldwin & Shell Construction Company fair compensation, either by purchase or rental at the election of the City of Fayetteville, for any equipment owned by the Baldwin & Shell Construction Company which the City of Fayetteville elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the City of Fayetteville elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Baldwin & Shell Construction Company shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Baldwin & Shell Construction Company, as the City of Fayetteville may require for the purpose of fully vesting in the City of Fayetteville the rights and benefits of the Baldwin & Shell Construction Company under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Baldwin & Shell Construction Company will contain provisions allowing for assignment to the City of Fayetteville as described above.

If the City of Fayetteville accepts assignment of subcontracts, purchase orders or rental agreements as described above, the City of Fayetteville will reimburse or indemnify the Baldwin & Shell Construction Company for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the City of Fayetteville chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Baldwin & Shell Construction Company will terminate the subcontract, purchase order or rental agreement and the City of Fayetteville will pay the Baldwin & Shell Construction Company the costs necessarily incurred by the Baldwin & Shell Construction Company because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the City of Fayetteville terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Baldwin & Shell Construction Company pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Baldwin & Shell Construction Company would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Baldwin & Shell Construction Company terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Baldwin & Shell Construction Company under Section 14.1.3 of A201–2007 shall not exceed the amount the Baldwin & Shell Construction Company would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Baldwin & Shell Construction Company's Fee shall be calculated as if the Work had been fully completed by the Baldwin & Shell Construction Company, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

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§ 10.3 Suspension
The Work may be suspended by the City of Fayetteville as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Baldwin & Shell Construction Company's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS
§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 City of Fayetteville and Use of Documents
Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law
Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment
The City of Fayetteville and Baldwin & Shell Construction Company, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the City of Fayetteville nor the Baldwin & Shell Construction Company shall assign this Agreement without the written consent of the other, except that the City of Fayetteville may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the City of Fayetteville's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§ 11.5.1 Solid Waste Services. Solid Waste Services shall be obtained from the City of Fayetteville Solid Waste Division, at Baldwin & Shell's expense, unless such services cannot be provided by the City of Fayetteville Solid Waste Division.

§ 11.5.2 Computer Models. Baldwin & Shell may use or modify Baldwin & Shell's proprietary computer models in service of City of Fayetteville under this agreement, or Baldwin & Shell may develop computer models during Baldwin & Shell's service to City of Fayetteville under this agreement. Such use, modification, or development by Baldwin & Shell does not constitute a license to City of Fayetteville to use or modify Baldwin & Shell's computer models. Said proprietary computer models shall remain the sole property of Baldwin & Shell. City of Fayetteville and Baldwin & Shell will enter into a separate license agreement if City of Fayetteville wishes to use Baldwin & Shell's computer models.

§ 11.5.3 Baldwin & Shell. agrees that it will indemnify, defend, and hold harmless the City of Fayetteville and the Engineer from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of Baldwin & Shell, its employees, agents, Subcontractors, and Suppliers

§ 11.5.4 Arkansas Freedom of Information Act. City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the City of Fayetteville, Baldwin & Shell 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.

§ 11.5.5 Changes, modifications or amendments. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

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ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement represents the entire and integrated agreement between the City of Fayetteville and the Baldwin & Shell Construction Company and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City of Fayetteville and Baldwin & Shell Construction Company.

§ 12.2 The following documents comprise the Agreement:

.1 AIA Document A133–2009, Standard Form of Agreement Between City of Fayetteville and Baldwin & Shell Construction Company as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A201–2007, General Conditions of the Contract for Construction

.3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

.5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

CITY OF FAYETTEVILLE *(Signature)*	**BALDWIN & SHELL CONSTRUCTION COMPANY** *(Signature)*
Lioneld Jordan, Mayor	Patrick Tenney, Vice-President *(Printed name and title)*
ATTEST:	
Sandra Smith, City Clerk	Debbie Pangle, Administrative Assistant

Debbie Pangle
Notary Public-Arkansas
Benton County
My Comm. Exp. 12-13-2014

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Patrick Tenney, AIA, Vice President, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:15:38 on 04/01/2013 under Order No. 3625291867_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

Patrick Tenney
(Signed)

VICE PRESIDENT
(Title)

4.2.2013
(Dated)

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Additions and Deletions Report for
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This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the April day of 16 in the year 2013

...

BETWEEN the ~~Owner:~~City of Fayetteville:
(Name, legal status and address)

City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701
113 W. Mountain
Fayetteville, Arkansas 72701
herein after referred to as the City of Fayetteville

and the ~~Construction Manager:~~Baldwin & Shell Construction Company:

...

Baldwin & Shell Construction Company
593 Horsebarn Road, Ste 100
Rogers, Arkansas 72758

...

City of Fayetteville Entertainment District Parking Deck in the vicinity of South School Avenue & Spring Street, Fayetteville, Arkansas consisting of the Parking Deck, with Liner Buildings for the City of Fayetteville & Walton Arts Center

...

~~The Architect:~~The Engineer:

...

Garver, LLC.
2049 E. Joyce Blvd., Ste 400
Fayetteville, AR 72703
~~The Owner's~~

The City of Fayetteville's Designated Representative:

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...

David Jurgens, P.E.
Utilities Director
113 W. Mountain
Fayetteville, AR 72701
479-575-8330
479-575-8257 fx

PAGE 2

The ~~Construction Manager's~~ Baldwin & Shell Construction Company's Designated Representative:

...

Mike Castagna
Project Manager
593 Horsebarn Road, Ste. 100
Rogers, AR 72758
479-845-1111
479-845-1115 fx
479-644-9006 mob

The ~~Architect's~~ Engineer's Designated Representative:

...

Ron Petrie, P.E.
Senior Project Manager
2049 E. Joyce Blvd., Ste 400
Fayetteville, AR 72703
479-287-4630
479-527-9101 fx

...

~~The Owner and Construction Manager~~

The City of Fayetteville and Baldwin & Shell Construction Company agree as follows.

PAGE 3

2 ~~CONSTRUCTION MANAGER'S~~ BALDWIN & SHELL CONSTRUCTION COMPANY'S RESPONSIBILITIES

3 ~~OWNER'S~~ CITY OF FAYETTEVILLE'S RESPONSIBILITIES

...

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the ~~Owner's acceptance of the Construction Manager's~~ City of Fayetteville's acceptance of the Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the ~~Architect~~ Engineer and furnished by the ~~Owner~~ City of Fayetteville as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements,

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either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

...

The ~~Construction Manager~~ Baldwin & Shell Construction Company accepts the relationship of trust and confidence established by this Agreement and covenants with the ~~Owner~~ City of Fayetteville to cooperate with the ~~Architect~~ Engineer and exercise the ~~Construction Manager's~~ Baldwin & Shell Construction Company's skill and judgment in furthering the interests of the ~~Owner;~~ City of Fayetteville; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the ~~Owner's interests. The Owner agrees~~ City of Fayetteville's interests. The City of Fayetteville agree to furnish or approve, in a timely manner, information required by the ~~Construction Manager~~ Baldwin & Shell Construction Company and to make payments to the ~~Construction Manager~~ Baldwin & Shell Construction Company in accordance with the requirements of the Contract Documents. Baldwin & Shell will exercise reasonable skill, care, and diligence in the performance of the Baldwin & Shell's services and will carry out its responsibilities in accordance with customarily accepted professional construction management practices. The Cith of Fayetteville will promptly report to Baldwin & Shell any defects or suspected defects in Baldwin & Shell's services of shich the City of Fayetteville becomes aware, so that Baldwin & Shell can take measures to minimize the consequences of such a defect. The City of Fayetteville retains all remedies to recover for its damages caused by any negligence of Baldwin & Shell.

PAGE 4

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term ~~"Contractor" as used in A201–2007 shall mean the Construction Manager.~~"Owner" as used in the A201-2007 shall mean The City of Fayetteville. The terms "Construction Manager" or "Contractor" as used in the A201-2007 shall mean Baldwin & Shell Construction Company. The term "Architect" as used in A201–2007 shall mean the Engineer.

~~**ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES**~~
~~The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.~~

ARTICLE 2 BALDWIN & SHELL CONSTRUCTION COMPANY'S RESPONSIBILITIES
The Baldwin & Shell Construction Company's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Baldwin & Shell Construction Company's Construction Phase responsibilities are set forth in Section 2.3. The City of Fayetteville and Baldwin & Shell Construction Company may agree, in consultation with the Engineer for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Baldwin & Shell Construction Company shall identify a representative authorized to act on behalf of the Baldwin & Shell Construction Company with respect to the Project.

§ 2.1.1 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall provide a preliminary evaluation of the ~~Owner's program,~~ City of Fayetteville's project, schedule and construction budget requirements, each in terms of the other.

...

The ~~Construction Manager~~ Baldwin & Shell Construction Company shall schedule and conduct meetings with the ~~Architect and Owner~~ Engineer and City of Fayetteville to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The ~~Construction Manager shall advise the Owner and the Architect~~ Baldwin & Shell Construction Company shall advise the City of Fayetteville and the Engineer on proposed site use and improvements, selection of materials, and building systems and equipment. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall also provide recommendations consistent with the Project requirements to the ~~Owner and Architect~~

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City of Fayetteville and Engineer on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall prepare and periodically update a Project schedule for the ~~Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's~~ Engineer's review and the City of Fayetteville's acceptance. The Baldwin & Shell Construction Company shall obtain the Engineer's approval for the portion of the Project schedule relating to the performance of the ~~Architect's~~ Engineer's services. The Project schedule shall coordinate and integrate the ~~Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's~~ Baldwin & Shell Construction Company's services, the Engineer's services, other City of Fayetteville consultants' services, and the City of Fayetteville's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the ~~Owner.~~ City of Fayetteville.

...

The ~~Construction Manager~~ Baldwin & Shell Construction Company shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

...

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the ~~Architect, the Construction Manager~~ Engineer the Baldwin & Shell Construction Company shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the ~~Architect's review and Owner's approval. If the Architect or Construction Manager~~ Engineer's review and City of Fayetteville's approval. If the Engineer or Baldwin & Shell Construction Company suggests alternative materials and systems, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the ~~Architect~~ Engineer progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall prepare and update, at appropriate intervals agreed to by the ~~Owner, Construction Manager and Architect,~~ City of Fayetteville, Baldwin & Shell Construction Company and Engineer estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the ~~Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect~~ Engineer's review and the City of Fayetteville's approval. The Baldwin & Shell Construction Company shall inform the City of Fayetteville and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 ~~Subcontractors and Suppliers~~Baldwin & Shell Construction Company and Suppliers
The ~~Construction Manager~~ Baldwin & Shell Construction Company shall develop bidders' interest in the Project.

§ 2.1.7 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall prepare, for the ~~Architect's~~ Engineer's review and the ~~Owner's~~ City of Fayetteville's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the ~~Owner~~ City of Fayetteville agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the ~~Owner~~ City of Fayetteville shall procure the items on terms and conditions acceptable to the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Upon the establishment of the Guaranteed Maximum Price, the ~~Owner~~ City of Fayetteville shall assign all contracts for these items to the ~~Construction Manager and the Construction~~

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~~Manager~~ Baldwin & Shell Construction Company and the Baldwin & Shell Construction Company shall thereafter accept responsibility for them.

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The ~~Construction Manager~~ Baldwin & Shell Construction Company shall exercise reasonable care in preparing schedules and estimates. The ~~Construction Manager,~~ Baldwin & Shell Construction Company, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The ~~Construction Manager~~ Baldwin & Shell Construction Company is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the ~~Construction Manager~~ Baldwin & Shell Construction Company shall promptly report to the ~~Architect and Owner~~ Engineer and City of Fayetteville any nonconformity discovered by or made known to the ~~Construction Manager~~ Baldwin & Shell Construction Company as a request for information in such form as the ~~Architect~~ Engineer may require.

...

The ~~Construction Manager~~ Baldwin & Shell Construction Company shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

...

§ 2.2.1 At a time to be mutually agreed upon by the ~~Owner and the Construction Manager and in consultation with the Architect, the Construction Manager~~ City of Fayetteville and the Baldwin & Shell Construction Company and in consultation with the Engineer, the Baldwin & Shell Construction Company shall prepare a Guaranteed Maximum Price proposal for the ~~Owner's~~ City of Fayetteville's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the ~~Architect, the Construction Manager~~ Engineer, the Baldwin & Shell Construction Company shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

...

.2 A list of the clarifications and assumptions made by the ~~Construction Manager~~ Baldwin & Shell Construction Company in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the ~~Owner~~ City of Fayetteville and contained in the Drawings and Specifications;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee;

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.5 A date by which the ~~Owner~~ City of Fayetteville must accept the Guaranteed Maximum Price.

§ 2.2.4 In preparing the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall include its contingency for

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the ~~Construction Manager's~~ Baldwin & Shell Construction Company's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The ~~Construction Manager shall meet with the Owner and Architect~~ Baldwin & Shell Construction Company shall meet with the City of Fayetteville and Engineer to review the Guaranteed Maximum Price proposal. In the event that the ~~Owner and Architect~~ City of Fayetteville and Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the ~~Construction Manager,~~ Baldwin & Shell Construction Company, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the ~~Owner notifies the Construction Manager that the Owner~~ City of Fayetteville notifies the Baldwin & Shell Construction Company that the City of Fayetteville has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Following acceptance of a Guaranteed Maximum Price, the ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the ~~Owner~~ City of Fayetteville shall provide to the ~~Architect.~~ Engineer. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the ~~Owner~~ City of Fayetteville provides prior written authorization for such costs.

§ 2.2.8 The ~~Owner~~ City of Fayetteville shall authorize the ~~Architect~~ Engineer to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The ~~Owner~~ City of Fayetteville shall promptly furnish those revised Drawings and Specifications to the ~~Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect~~ Baldwin & Shell Construction Company as they are revised. The Baldwin & Shell Construction Company shall notify the City of Fayetteville and Engineer of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the ~~Construction Manager~~ Baldwin & Shell Construction Company that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

...

§ 2.3.1.2 The Construction Phase shall commence upon the ~~Owner's acceptance of the Construction Manager's~~ City of Fayetteville's acceptance of the Baldwin & Shell Construction Company's Guaranteed Maximum Price proposal or the ~~Owner's~~ City of Fayetteville's issuance of a Notice to Proceed, whichever occurs earlier.

...

§ 2.3.2.1 Those portions of the Work that the ~~Construction Manager~~ Baldwin & Shell Construction Company does not customarily perform with the ~~Construction Manager's~~ Baldwin & Shell Construction Company's own personnel shall be performed under subcontracts or by other appropriate agreements with the ~~Construction Manager. The Owner~~ Baldwin & Shell Construction Company. The City of Fayetteville may designate specific persons from whom, or entities from which, the ~~Construction Manager shall obtain bids. The Construction Manager~~ Baldwin & Shell Construction Company shall obtain bids. The Baldwin & Shell Construction Company shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the ~~Architect. The Owner~~ Engineer. The City of Fayetteville shall then determine, with the advice of the ~~Construction Manager and the Architect,~~ Baldwin & Shell Construction Company and the Engineer, which bids will be accepted. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall not be required to contract with anyone to whom the ~~Construction Manager~~ Baldwin & Shell Construction Company has reasonable objection.

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§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the ~~Owner by the Construction Manager,~~ City of Fayetteville by the Baldwin & Shell Construction Company, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the ~~Owner~~ City of Fayetteville requires that another bid be accepted, then the ~~Construction Manager~~ Baldwin & Shell Construction Company may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the ~~Owner by the Construction Manager~~ City of Fayetteville by the Baldwin & Shell Construction Company and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the ~~Owner.~~City of Fayetteville.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the ~~Owner.~~ City of Fayetteville. If the Subcontract is awarded on a cost-plus a fee basis, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall provide in the Subcontract for the ~~Owner~~ City of Fayetteville to receive the same audit rights with regard to the Subcontractor as the ~~Owner~~ City of Fayetteville receives with regard to the ~~Construction Manager~~ Baldwin & Shell Construction Company in Section 6.11 below.

§ 2.3.2.4 If the ~~Construction Manager~~ Baldwin & Shell Construction Company recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the ~~Construction Manager~~ Baldwin & Shell Construction Company shall promptly notify the ~~Owner~~ City of Fayetteville in writing of such relationship and notify the ~~Owner~~ City of Fayetteville of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall prepare and promptly distribute minutes to the ~~Owner and Architect.~~City of Fayetteville and Engineer.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall prepare and submit to the ~~Owner and Architect~~ City of Fayetteville and Engineer a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the ~~Owner, the Construction Manager~~ City of Fayetteville, the Baldwin & Shell Construction Company shall submit written progress reports to the ~~Owner and Architect,~~ City of Fayetteville and Engineer, showing percentages of completion and other information required by the ~~Owner. The Construction Manager~~ City of Fayetteville. The Baldwin & Shell Construction Company shall also keep, and make available to the ~~Owner and Architect,~~ City of Fayetteville and Engineer., a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the ~~Owner.~~City of Fayetteville.

§ 2.3.2.8 The ~~Construction Manager~~ Baldwin & Shell Construction Company shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall identify variances between actual and estimated costs and report the variances to the ~~Owner and Architect~~ City of Fayetteville and Engineer. and shall provide this information in its monthly reports to the ~~Owner and Architect,~~ City of Fayetteville and Engineer, in accordance with Section 2.3.2.7 above.

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~~ARTICLE 3 OWNER'S RESPONSIBILITIES~~
ARTICLE 3 CITY OF FAYETTEVILLE'S RESPONSIBILITIES
§ 3.1 ~~Information and Services Required of the Owner~~Information and Services Required of the City of Fayetteville
§ 3.1.1 The ~~Owner~~ City of Fayetteville shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the ~~Owner's~~ City of Fayetteville's

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objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the ~~Construction Manager~~ Baldwin & Shell Construction Company may request in writing that the ~~Owner~~ City of Fayetteville provide reasonable evidence that the ~~Owner~~ City of Fayetteville has made financial arrangements to fulfill the ~~Owner's~~ City of Fayetteville's obligations under the Contract. Thereafter, the ~~Construction Manager~~ Baldwin & Shell Construction Company may only request such evidence if (1) the ~~Owner~~ City of Fayetteville fails to make payments to the ~~Construction Manager~~ Baldwin & Shell Construction Company as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the ~~Construction Manager~~ Baldwin & Shell Construction Company identifies in writing a reasonable concern regarding the ~~Owner's~~ City of Fayetteville's ability to make payment when due. The ~~Owner~~ City of Fayetteville shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the ~~Owner~~ City of Fayetteville furnishes the evidence, the ~~Owner~~ City of Fayetteville shall not materially vary such financial arrangements without prior notice to the ~~Construction Manager and Architect.~~ Baldwin & Shell Construction Company and Engineer.

§ 3.1.3 The ~~Owner~~ City of Fayetteville shall establish and periodically update the ~~Owner's~~ City of Fayetteville's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the ~~Owner's~~ City of Fayetteville's other costs, and (3) reasonable contingencies related to all of these costs. If the ~~Owner~~ City of Fayetteville significantly increases or decreases the ~~Owner's~~ City of Fayetteville's budget for the Cost of the Work, the ~~Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager,~~ City of Fayetteville shall notify the Baldwin & Shell Construction Company and Engineer. The City of Fayetteville and the Engineer in consultation with the Baldwin & Shell Construction Company, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the ~~Owner~~ City of Fayetteville shall furnish the following information or services with reasonable promptness. The ~~Owner~~ City of Fayetteville shall also furnish any other information or services under the ~~Owner's~~ City of Fayetteville's control and relevant to the ~~Construction Manager's~~ Baldwin & Shell Construction Company's performance of the Work with reasonable promptness after receiving the ~~Construction Manager's~~ Baldwin & Shell Construction Company's written request for such information or services. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall be entitled to rely on the accuracy of information and services furnished by the ~~Owner~~ City of Fayetteville but shall exercise proper precautions relating to the safe performance of the Work.

§ 3.1.4.1 The ~~Owner~~ City of Fayetteville shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The ~~Owner~~ City of Fayetteville shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The ~~Owner,~~ City of Fayetteville, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the ~~Owner~~ City of Fayetteville shall furnish information or services required of the ~~Owner~~ City of Fayetteville by the Contract Documents with reasonable promptness. The ~~Owner~~ City of Fayetteville shall also furnish any other information or services under the ~~Owner's~~ City of Fayetteville's control and relevant to the ~~Construction Manager's~~ Baldwin & Shell Construction Company's performance of the Work with

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reasonable promptness after receiving the ~~Construction Manager's~~ Baldwin & Shell Construction Company's written request for such information or services.

§ 3.2 ~~Owner's Designated Representative~~City of Fayetteville's Designated Representative
The ~~Owner~~ City of Fayetteville shall identify a representative authorized to act on behalf of the ~~Owner~~ City of Fayetteville with respect to the Project. The ~~Owner's~~ City of Fayetteville's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Except as otherwise provided in Section 4.2.1 of A201–2007, the ~~Architect~~ Engineer does not have such authority. The term "Owner" ~~means the Owner or the Owner's~~ as used in the A201-2007 means the City of Fayetteville or the City of Fayetteville's authorized representative.

§ 3.2.1 Legal Requirements. The ~~Owner~~ City of Fayetteville shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the ~~Owner's~~ City of Fayetteville's needs and interests.

§ 3.3 ~~Architect~~Engineer
The ~~Owner~~ City of Fayetteville shall retain an ~~Architect~~ Engineer to provide services, duties and responsibilities as described in AIA Document B103™–2007, Standard Form of Agreement Between ~~Owner and Architect,~~ City of Fayetteville and Engineer including any additional services requested by the ~~Construction Manager~~ Baldwin & Shell Construction Company that are necessary for the Preconstruction and Construction Phase services under this Agreement. The ~~Owner shall provide the Construction Manager~~ City of Fayetteville shall provide the Baldwin & Shell Construction Company a copy of the executed agreement between the ~~Owner and the Architect,~~ City of Fayetteville and the Engineer and any further modifications to the agreement.

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§ 4.1.1 For the ~~Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager~~ Baldwin & Shell Construction Company's Preconstruction Phase services, the City of Fayetteville shall compensate the Baldwin & Shell Construction Company as follows:

§ 4.1.2 For the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Preconstruction Phase services described in Sections 2.1 and 2.2:

...

A lump sum amount of $40,000

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within six (6) months of the date of this Agreement, through no fault of the ~~Construction Manager, the Construction Manager's~~ Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's personnel providing Preconstruction Phase services on the Project and the ~~Construction Manager's~~ Baldwin & Shell Construction Company's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

...

§ 4.2.2 Payments are due and payable upon presentation of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's invoice. Amounts unpaid twenty-five (25) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the ~~Construction Manager.~~ Baldwin & Shell Construction Company.

...

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§ 5.1 For the ~~Construction Manager's~~ Baldwin & Shell Construction Company's performance of the Work as described in Section 2.3, the ~~Owner shall pay the Construction Manager~~ City of Fayetteville shall pay the Baldwin & Shell Construction Company the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee.

§ 5.1.1 The ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee.)

The Construction Phase Services fee shall be calculated at the time the Guarantee Maximum Price is established by taking the total estimated cost of the work for the entire project, including costs incurred during the pre-construction phase of the project as defined in Sections 2.1.1 through 2.1.9 and further defined in Sections 6.1.1 through 6.7.4 and then applying a five and one half percent (5 ½) to the total estimated cost. The fee will then be converted to a lump sum amount less the Precontruction Phase fee of $40,000 defined in 4.1.2. The lump sum fee will not be reduced based on savings in cost or reduction of scope by change order.

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§ 5.1.2 The method of adjustment of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee for changes in the Work:

All additive change order work shall carry a five and one half percent (5-1/2%) fee

...

As defined the the Project Manual Supplementary Conditions

§ 5.1.4 Rental rates for ~~Construction Manager-owned~~ Baldwin & Shell Construction Company-owned equipment shall not exceed eight-five percent (85 %) of the standard rate paid at the place of the Project.

...

§ 5.2.1 The ~~Construction Manager~~ Baldwin & Shell Construction Company guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the ~~Owner.~~ City of Fayetteville.
(Insert specific provisions if the ~~Construction Manager~~ Baldwin & Shell Construction Company is to participate in any savings.)

All savings shall accrue one hundred percent (100%) to the City of Fayetteville

...

§ 5.3.1 The ~~Owner~~ City of Fayetteville may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The ~~Owner~~ City of Fayetteville shall issue such changes in writing. The ~~Architect~~ Engineer may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

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§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the ~~Owner's~~ City of Fayetteville's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the ~~Owner's~~ City of Fayetteville's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 for adjustment of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the ~~Owner or Construction Manager, the Construction Manager's~~ City of Fayetteville or Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

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§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the ~~Construction Manager~~ Baldwin & Shell Construction Company in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the ~~Owner.~~ City of Fayetteville. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the ~~Owner's prior approval, the Construction Manager~~ City of Fayetteville's prior approval, the Baldwin & Shell Construction Company shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

...

§ 6.2.1 Wages of construction workers directly employed by the ~~Construction Manager~~ Baldwin & Shell Construction Company to perform the construction of the Work at the site or, with the ~~Owner's~~ City of Fayetteville's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's supervisory and administrative personnel when stationed at the site with the ~~Owner's~~ City of Fayetteville's prior approval.
(If it is intended that the wages or salaries of certain personnel stationed at the ~~Construction Manager's~~ Baldwin & Shell Construction Company's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's supervisory or administrative personnel engaged at factories, ~~workshops~~ workshops, jobsite or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the ~~Construction Manager~~ Baldwin & Shell Construction Company for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the ~~Construction Manager or paid to any Subcontractor or vendor, with the Owner's~~ Baldwin & Shell Construction

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Company or paid to any Baldwin & Shell Construction Company or vendor, with the City of Fayetteville's prior approval.

...

Payments made by the ~~Construction Manager~~ Baldwin & Shell Construction Company to Subcontractors in accordance with the requirements of the subcontracts.

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§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the ~~Owner's~~ City of Fayetteville's property at the completion of the Work or, at the ~~Owner's~~ City of Fayetteville's option, shall be sold by the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Any amounts realized from such sales shall be credited to the ~~Owner~~ City of Fayetteville as a deduction from the Cost of the Work.

...

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the ~~Construction Manager~~ Baldwin & Shell Construction Company at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the ~~Construction Manager~~ Baldwin & Shell Construction Company shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the ~~Construction Manager~~ Baldwin & Shell Construction Company at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any ~~Construction Manager-owned~~ Baldwin & Shell Construction Company-owned item may not exceed the purchase price of any comparable item. Rates of ~~Construction Manager-owned~~ Baldwin & Shell Construction Company-owned equipment and quantities of equipment shall be subject to the ~~Owner's~~ City of Fayetteville's prior approval.

...

§ 6.5.5 That portion of the reasonable expenses of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the ~~Owner's~~ City of Fayetteville's prior approval.

...

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the ~~Owner's~~ City of Fayetteville's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the ~~Construction Manager~~ Baldwin & Shell Construction Company is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the ~~Construction Manager~~ Baldwin & Shell Construction Company is required by the Contract Documents to pay.

...

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§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the ~~Construction Manager~~ Baldwin & Shell Construction Company resulting from such suits or claims and payments of settlements made with the ~~Owner's~~ City of Fayetteville's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs for electronic equipment and software, mobile phones, internet, electronic data transfer costs, office supplies, data processing, etc. directly related to the Work with the ~~Owner's~~ City of Fayetteville's prior approval.

§ 6.6.7 Deposits lost for causes other than the ~~Construction Manager's~~ Baldwin & Shell Construction Company's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the ~~Owner and Construction Manager, reasonably incurred by the Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company, reasonably incurred by the Baldwin & Shell Construction Company after the execution of this Agreement in the performance of the Work and with the ~~Owner's~~ City of Fayetteville's prior approval, which shall not be unreasonably withheld.

§ 6.6.9 Subject to the ~~Owner's~~ City of Fayetteville's prior approval, expenses incurred in accordance with the ~~Construction Manager's~~ Baldwin & Shell Construction Company's standard written personnel policy for relocation and temporary living allowances of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's personnel required for the Work.

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§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the ~~Owner.~~City of Fayetteville.

...

§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the ~~Construction Manager,~~ Baldwin & Shell Construction Company, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the ~~Construction Manager~~ Baldwin & Shell Construction Company and only to the extent that the cost of repair or correction is not recovered by the ~~Construction Manager~~ Baldwin & Shell Construction Company from insurance, sureties, Subcontractors, suppliers, or others.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 or other Conditions of the Contract which may require the ~~Construction Manager~~ Baldwin & Shell Construction Company to pay such costs, unless such costs are excluded by the provisions of Section 6.8.

...

.1 Salaries and other compensation of the ~~Construction Manager's personnel stationed at the Construction Manager's~~ Baldwin & Shell Construction Company's personnel stationed at the Baldwin & Shell Construction Company's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;

.2 Expenses of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's principal office and offices other than the site ~~office;~~office with the exception of costs provided by principal office to jobsite as defined in Section 6.6.6 above ;

...

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.4 The ~~Construction Manager's~~ Baldwin & Shell Construction Company's capital expenses, including interest on the ~~Construction Manager's~~ Baldwin & Shell Construction Company's capital employed for the Work;

.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the ~~Construction Manager, Subcontractors~~ Baldwin & Shell Construction Company, Baldwin & Shell Construction Company and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

...

.7 Costs, other than costs included in Change Orders approved by the ~~Owner,~~ City of Fayetteville, that would cause the Guaranteed Maximum Price to be exceeded; and

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§ 6.9.1 Cash discounts obtained on payments made by the ~~Construction Manager~~ Baldwin & Shell Construction Company shall accrue to the ~~Owner~~ City of Fayetteville if (1) before making the payment, the ~~Construction Manager~~ Baldwin & Shell Construction Company included them in an Application for Payment and received payment from the ~~Owner,~~ City of Fayetteville, or (2) the ~~Owner~~ City of Fayetteville has deposited funds with the ~~Construction Manager~~ Baldwin & Shell Construction Company with which to make payments; otherwise, cash discounts shall accrue to the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the ~~Owner, and the Construction Manager~~ City of Fayetteville, and the Baldwin & Shell Construction Company shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the ~~Owner~~ City of Fayetteville in accordance with the provisions of Section 6.9.1 shall be credited to the ~~Owner~~ City of Fayetteville as a deduction from the Cost of the Work.

...

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the ~~Construction Manager;~~ Baldwin & Shell Construction Company; any entity in which any stockholder in, or management employee of, the ~~Construction Manager~~ Baldwin & Shell Construction Company owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the ~~Construction Manager.~~ Baldwin & Shell Construction Company. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the ~~Construction Manager and a related party, the Construction Manager shall notify the Owner~~ Baldwin & Shell Construction Company and a related party, the Baldwin & Shell Construction Company shall notify the City of Fayetteville of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the ~~Owner,~~ City of Fayetteville, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the ~~Construction Manager~~ Baldwin & Shell Construction Company shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the ~~Owner~~ City of Fayetteville fails to authorize the transaction, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

...

The ~~Construction Manager~~ Baldwin & Shell Construction Company shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the ~~Owner. The Owner and the Owner's~~ City of Fayetteville. The City of Fayetteville and the City of Fayetteville's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the ~~Construction Manager's~~ Baldwin & Shell Construction Company's records and accounts,

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including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The ~~Construction Manager~~ Baldwin & Shell Construction Company shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law. Baldwin & Shell Construction Company shall track costs related to separate funding sources as directed by the City of Fayetteville in order to comply with requirements of state and local law and regulations, bond covenant requirement, and to track cost of components of cost shares as may occur.

...

§ 7.1.1 Based upon Applications for Payment submitted to the ~~Architect by the Construction Manager~~ Engineer by the Baldwin & Shell Construction Company and Certificates for Payment issued by the ~~Architect, the Owner~~ Engineer the City of Fayetteville shall make progress payments on account of the Contract Sum to the ~~Construction Manager~~ Baldwin & Shell Construction Company as provided below and elsewhere in the Contract Documents.

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§ 7.1.3 Provided that an Application for Payment is received by the ~~Architect~~ Engineer not later than the 25th day of a month, the ~~Owner~~ City of Fayetteville shall make payment of the certified amount to the ~~Construction Manager~~ Baldwin & Shell Construction Company not later than the 15th day of the following month. If an Application for Payment is received by the ~~Architect~~ Engineer after the application date fixed above, payment shall be made by the ~~Owner~~ City of Fayetteville not later than twenty-one (21) days after the ~~Architect~~ Engineer receives the Application for Payment.

...

§ 7.1.4 With each Application for Payment, the ~~Construction Manager shall~~ Baldwin & Shell Construction Company shall, upon request by the City of Fayetteville or the Engineer, submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the ~~Owner or Architect~~ City of Fayetteville or Engineer to demonstrate that cash disbursements already made by the ~~Construction Manager~~ Baldwin & Shell Construction Company on account of the Cost of the Work equal or exceed progress payments already received by the ~~Construction Manager,~~ Baldwin & Shell Construction Company, less that portion of those payments attributable to the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the ~~Construction Manager~~ Baldwin & Shell Construction Company in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the ~~Architect~~ Engineer may require. This schedule, unless objected to by the ~~Architect,~~ Engineer, shall be used as a basis for reviewing the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Applications for Payment.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the ~~Construction Manager~~ Baldwin & Shell Construction Company on account of that portion of the Work for which the ~~Construction Manager~~ Baldwin & Shell Construction Company has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

...

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

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final determination of cost to the ~~Owner~~ City of Fayetteville of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201–2007;

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the ~~Owner,~~ City of Fayetteville, suitably stored off the site at a location agreed upon in writing;

.3 Add the ~~Construction Manager's Fee, less retainage of percent (%). The Construction Manager's~~ Baldwin & Shell Construction Company's Fee, less retainage of five percent (5 %). The Baldwin & Shell Construction Company's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of five percent (5 %) from that portion of the Work that the ~~Construction Manager~~ Baldwin & Shell Construction Company self-performs;

.5 Subtract the aggregate of previous payments made by the ~~Owner;~~ City of Fayetteville;

.6 Subtract the shortfall, if any, indicated by the ~~Construction Manager~~ Baldwin & Shell Construction Company in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the ~~Owner's~~ City of Fayetteville's auditors in such documentation; and

.7 Subtract amounts, if any, for which the ~~Architect~~ Engineer, has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company shall agree upon (1) a mutually acceptable procedure for review and approval of payments to ~~Subcontractors~~ Baldwin & Shell Construction Company and (2) the percentage of retainage held on Subcontracts, and the ~~Construction Manager~~ Baldwin & Shell Construction Company shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the ~~Owner's prior approval, the Construction Manager~~ City of Fayetteville's prior approval, the Baldwin & Shell Construction Company shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Applications for Payment, the ~~Architect~~ Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the ~~Construction Manager~~ Baldwin & Shell Construction Company and shall not be deemed to represent that the ~~Architect~~ Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the ~~Architect~~ Engineer has made exhaustive or continuous on-site inspections; or that the ~~Architect~~ Engineer has made examinations to ascertain how or for what purposes the ~~Construction Manager~~ Baldwin & Shell Construction Company has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the ~~Owner,~~ City of Fayetteville, will be performed by the ~~Owner's~~ City of Fayetteville's auditors acting in the sole interest of the ~~Owner.~~ City of Fayetteville.

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§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the ~~Owner to the Construction Manager~~ City of Fayetteville to the Baldwin & Shell Construction Company when

.1 the ~~Construction Manager~~ Baldwin & Shell Construction Company has fully performed the Contract except for the ~~Construction Manager's~~ Baldwin & Shell Construction Company's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the ~~Construction Manager~~ Baldwin & Shell Construction Company has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 a final Certificate for Payment has been issued by the ~~Architect.~~ Engineer.

The ~~Owner's~~ City of Fayetteville's final payment to the ~~Construction Manager~~ Baldwin & Shell Construction Company shall be made no later than 30 days after the issuance of the ~~Architect's~~ Engineer's final Certificate for Payment, or as follows:

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...

§ 7.2.2 The ~~Owner's~~ City of Fayetteville's auditors will review and report in writing on the ~~Construction Manager's~~ Baldwin & Shell Construction Company's final accounting within 30 days after delivery of the final accounting to the ~~Architect by the Construction Manager.~~ Engineer by the Baldwin & Shell Construction Company. Based upon such Cost of the Work as the ~~Owner's~~ City of Fayetteville's auditors report to be substantiated by the ~~Construction Manager's~~ Baldwin & Shell Construction Company's final accounting, and provided the other conditions of Section 7.2.1 have been met, the ~~Architect~~ Engineer will, within seven days after receipt of the written report of the ~~Owner's~~ City of Fayetteville's auditors, either issue to the ~~Owner~~ City of Fayetteville a final Certificate for Payment with a copy to the ~~Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's~~ Baldwin & Shell Construction Company, or notify the Baldwin & Shell Construction Company and City of Fayetteville in writing of the Engineers reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The ~~Architect~~ Engineer is not responsible for verifying the accuracy of the ~~Construction Manager's~~ Baldwin & Shell Construction Company's final accounting.

§ 7.2.3 If the ~~Owner's~~ City of Fayetteville's auditors report the Cost of the Work as substantiated by the ~~Construction Manager's~~ Baldwin & Shell Construction Company's final accounting to be less than claimed by the ~~Construction Manager, the Construction Manager~~ Baldwin & Shell Construction Company, the Baldwin & Shell Construction Company shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201–2007. A request for mediation shall be made by the ~~Construction Manager~~ Baldwin & Shell Construction Company within 30 days after the ~~Construction Manager's~~ Baldwin & Shell Construction Company's receipt of a copy of the ~~Architect's~~ Engineer's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the ~~Owner's~~ City of Fayetteville's auditors becoming binding on the ~~Construction Manager.~~ Baldwin & Shell Construction Company. Pending a final resolution of the disputed amount, the ~~Owner shall pay the Construction Manager the amount certified in the Architect's~~ City of Fayetteville shall pay the Baldwin & Shell Construction Company the amount certified in the Engineer's final Certificate for Payment.

§ 7.2.4 If, subsequent to final payment and at the ~~Owner's request, the Construction Manager~~ City of Fayetteville's request, the Baldwin & Shell Construction Company incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the ~~Owner shall reimburse the Construction Manager such costs and the Construction Manager's~~ City of Fayetteville shall reimburse the Baldwin & Shell Construction Company such costs and the Baldwin & Shell Construction Company's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the ~~Construction Manager~~ Baldwin & Shell Construction Company has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the ~~Owner~~ City of Fayetteville in determining the net amount to be paid by the ~~Owner to the Construction Manager.~~ City of Fayetteville to the Baldwin & Shell Construction Company.

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For all phases of the Project, the ~~Construction Manager and the Owner~~ Baldwin & Shell Construction Company and the City of Fayetteville shall purchase and maintain insurance, and the ~~Construction Manager~~ Baldwin & Shell Construction Company shall provide bonds as set forth in Article 11 of AIA Document A201–2007.

...

Performance and Payment Bonds	One-hundred percent (100%) of the Guaranteed Maximum Price

...

§ 9.1 Any Claim between the ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201–2007. However, for Claims arising from or relating to the ~~Construction Manager's~~ Baldwin & Shell

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Construction Company's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

...

(Check the appropriate box. If the ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

...

[X] Litigation in a court of competent jurisdiction

...

The ~~Architect~~ Engineer will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the ~~Architect.)~~Engineer.)

...

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the ~~Owner~~ City of Fayetteville may terminate this Agreement upon not less than seven days' written notice to the ~~Construction Manager for the Owner's~~ Baldwin & Shell Construction Company for the City of Fayetteville's convenience and without cause, and the ~~Construction Manager~~ Baldwin & Shell Construction Company may terminate this Agreement, upon not less than seven days' written notice to the ~~Owner,~~ City of Fayetteville, for the reasons set forth in Section 14.1.1 of A201–2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the ~~Construction Manager~~ Baldwin & Shell Construction Company shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the ~~Construction Manager's~~ Baldwin & Shell Construction Company's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the ~~Owner~~ City of Fayetteville terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the ~~Owner~~ City of Fayetteville shall pay to the ~~Construction Manager~~ Baldwin & Shell Construction Company an amount calculated as follows, which amount shall be in addition to any compensation paid to the ~~Construction Manager~~ Baldwin & Shell Construction Company under Section 10.1.2:

.1 Take the Cost of the Work incurred by the ~~Construction Manager~~ Baldwin & Shell Construction Company to the date of termination;

.2 Add the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the ~~Owner~~ City of Fayetteville for Construction Phase services.

The ~~Owner~~ City of Fayetteville shall also pay the ~~Construction Manager~~ Baldwin & Shell Construction Company fair compensation, either by purchase or rental at the election of the ~~Owner,~~ City of Fayetteville, for any equipment owned by the ~~Construction Manager which the Owner~~ Baldwin & Shell Construction Company which the City of Fayetteville elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the ~~Owner~~ City of Fayetteville elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the ~~Construction Manager~~ Baldwin & Shell Construction Company shall, as a condition of receiving the

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payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the ~~Construction Manager, as the Owner~~ Baldwin & Shell Construction Company, as the City of Fayetteville may require for the purpose of fully vesting in the ~~Owner~~ City of Fayetteville the rights and benefits of the ~~Construction Manager~~ Baldwin & Shell Construction Company under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the ~~Construction Manager~~ Baldwin & Shell Construction Company will contain provisions allowing for assignment to the ~~Owner~~ City of Fayetteville as described above.

If the ~~Owner~~ City of Fayetteville accepts assignment of subcontracts, purchase orders or rental agreements as described above, the ~~Owner~~ City of Fayetteville will reimburse or indemnify the ~~Construction Manager~~ Baldwin & Shell Construction Company for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the ~~Owner~~ City of Fayetteville chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the ~~Construction Manager~~ Baldwin & Shell Construction Company will terminate the subcontract, purchase order or rental agreement and the ~~Owner will pay the Construction Manager~~ City of Fayetteville will pay the Baldwin & Shell Construction Company the costs necessarily incurred by the ~~Construction Manager~~ Baldwin & Shell Construction Company because of such termination.

PAGE 18

§ 10.2.1 If the ~~Owner~~ City of Fayetteville terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the ~~Construction Manager~~ Baldwin & Shell Construction Company pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the ~~Construction Manager~~ Baldwin & Shell Construction Company would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the ~~Construction Manager~~ Baldwin & Shell Construction Company terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the ~~Construction Manager~~ Baldwin & Shell Construction Company under Section 14.1.3 of A201–2007 shall not exceed the amount the ~~Construction Manager~~ Baldwin & Shell Construction Company would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee shall be calculated as if the Work had been fully completed by the ~~Construction Manager,~~ Baldwin & Shell Construction Company, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

PAGE 19

The Work may be suspended by the ~~Owner~~ City of Fayetteville as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the ~~Construction Manager's~~ Baldwin & Shell Construction Company's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

...

§ 11.2 ~~Ownership and Use of Documents~~City of Fayetteville and Use of Documents

...

The ~~Owner and Construction Manager,~~ City of Fayetteville and Baldwin & Shell Construction Company, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the ~~Owner nor the Construction Manager~~ City of Fayetteville nor the Baldwin & Shell Construction Company shall assign this Agreement without the written consent of the other, except that the ~~Owner~~ City of Fayetteville may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the ~~Owner's~~ City of Fayetteville's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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...

§ 11.5.1 Solid Waste Services. Solid Waste Services shall be obtained from the City of Fayetteville Solid Waste Division, at Baldwin & Shell's expense, unless such services cannot be provided by the City of Fayetteville Solid Waste Division.

§ 11.5.2 Computer Models. Baldwin & Shell may use or modify Baldwin & Shell's proprietary computer models in service of City of Fayetteville under this agreement, or Baldwin & Shell may develop computer models during Baldwin & Shell's service to City of Fayetteville under this agreement. Such use, modification, or development by Baldwin & Shell does not constitute a license to City of Fayetteville to use or modify Baldwin & Shell's computer models. Said proprietary computer models shall remain the sole property of Baldwin & Shell. City of Fayetteville and Baldwin & Shell will enter into a separate license agreement if City of Fayetteville wishes to use Baldwin & Shell's computer models.

§ 11.5.3 Baldwin & Shell. agrees that it will indemnify, defend, and hold harmless the City of Fayetteville and the Engineer from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of Baldwin & Shell, its employees, agents, Subcontractors, and Suppliers

§ 11.5.4 Arkansas Freedom of Information Act. City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the City of Fayetteville, Baldwin & Shell 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.

§ 11.5.5 Changes, modifications or amendments. Changes, modifications or amendments in scope, price or fees to this Contract shall **not** be allowed without formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, fees, or delivery schedule.

PAGE 20

§ 12.1 This Agreement represents the entire and integrated agreement between the ~~Owner and the Construction Manager~~ City of Fayetteville and the Baldwin & Shell Construction Company and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ~~Owner and Construction Manager.~~ City of Fayetteville and Baldwin & Shell Construction Company.

...

.1 AIA Document A133–2009, Standard Form of Agreement Between ~~Owner and Construction Manager~~ City of Fayetteville and Baldwin & Shell Construction Company as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

...

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User Notes: (1766737747)

~~OWNER~~ **CITY OF FAYETTEVILLE** *(Signature)*

Lioneld Jordan, Mayor
~~*(Printed name and title)*~~

ATTEST:

Sandra Smith, City Clerk

~~**CONSTRUCTION MANAGER**~~ **BALDWIN & SHELL CONSTRUCTION COMPANY** *(Signature)*

Patrick Tenney, Vice-President
(Printed name and title)

Debbie Pangle, Administrative Assistant

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City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

4/16/2013
City Council Meeting Date
Agenda Items Only

Chris Brown CB	Engineering	Development Services
Submitted By	**Division**	**Department**

Action Required:

Addition of Projects to the Transportation Bond Program

-	$ 4,247,833.00	Transportation Bond Program
Cost of this request	Category / Project Budget	Program Category / Project Name
-	$ 2,436,455.05	
Account Number	Funds Used to Date	Program / Project Category Name
06035	$ 1,811,377.95	2006/2009 Sales Tax Bonds
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] **Budget Adjustment Attached** [ ]

Department Director — Date 03.29.2013

City Attorney — Date 4-1-13

Finance and Internal Services Director — Date 4-1-2013

Chief of Staff — Date 4-1-13

Mayor — Date 4/1/13

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office 03-29-13 P03:24 RCVD Kim J.

Received in Mayor's Office ENTERED 4/1/13

Comments:

To: Fayetteville City Council

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

From: Chris Brown, City Engineer CB

Date: March 29, 2013

Subject: Transportation Bond Program-New Project Recommendations

EXHIBIT A

INTRODUCTION/SUMMARY

Over the past few months, the Street Committee has worked to develop a list of projects to be added to the Transportation Bond Program. Additional projects are needed in the Program to ensure that all of the funds generated by the bond issued authorized by voters in 2006 are utilized on street improvement projects. The excess funds available are a result of lower than estimated construction costs, additional federal-aid funding that has been secured for certain projects, a contingency/cost sharing allocation that was set aside in the program but has not been used, and the elimination of Highway 112, from Truckers Drive to Van Asche, from full funding under the Bond Program. The list of Street Committee recommended projects, and summary of each project, is included in this memo, along with additional background information on the status of the Transportation Bond Program.

RECOMMENDATION

After completion of all projects that are currently in the Transportation Bond Program, approximately $15.5 million remains to be spent. These funds must be spent on construction of street improvements, and must be expended in a timely manner after bonds are issued. With the third bond issue planned for 2014, new projects should be identified now in order for design, right of way acquisition, and other project activities to begin so that construction can begin as soon as possible after the bonds are issued in 2014. Projects that are recommended to be added to the Transportation Bond Program are:

PROJECT NAME	DESCRIPTION	Estimated Project Cost	Other Funding		Cost to Bond Program
			CIP/Cost Share	State/Federal	
Old Wire Road	Mission to Crossover	$4,016,000	$400,000		$3,616,000
Zion Road	Vantage to Crossover	$4,650,000	$150,000		$4,500,000
Regional Park Access Roads	New Location	$1,400,000			$1,400,000
College Ave. Enhancements	Maple to Rebecca	$600,000			$600,000
College Ave. Enhancements	Rebecca to North St.	$1,420,000			$1,420,000
STP-A Matching Funds		$2,000,000			$2,000,000
Intersection Improvements and Pedestrian Crossings		$500,000			$500,000
Contingency/Cost Sharing		$1,464,000			$1,464,000

				Total	$15,500,000
2013 STP-A Projects:					
Rupple Road	Best Friend Ln. to Mount Comfort	$3,700,000	$298,000	$2,720,000	$682,000
Highway 112 (Razorback Road)	MLK Dr. to Leroy Pond Dr.	$2,600,000	$260,000	$2,080,000	$260,000

BACKGROUND

The Transportation Bond Program is funded by three bond issues, scheduled in accordance with the availability of dedicated sales tax proceeds to pay off the bonds. Two bond issuances have occurred, one in 2006, and one in 2009, totaling approximately $34.2 million of the $65.9 million approved by voters in 2006. The remaining bond issue of approximately $31.75 million is planned for 2014. The funding provided by these bonds, when combined with State/Federal funding and other City sources, will allow over $105 million of improvements to be completed.

After the recent receipt of bids on several large projects, the status of the Bond Program and availability of funds in the third bond issue for additional projects is better known. A summary of the financial status is as follows:

Transportation Bonds-Phases 1 and 2	$ 34,214,960.00
Transportation Bonds-Phase 3	$ 31,750,000.00
Transportation Bonds-Interest Income	$ 1,575,600.00
Less: Bond Issuance Costs (Phase 3)	$ (693,300.00)
Total Transportation Bond Fund Proceeds	**$ 66,847,260.00**
Total Cost of Current Projects-Estimated	$(51,275,615.00)
Unallocated Funds (Proceeds-Total Project Costs)*	**$ 15,571,645.00**

*** Includes $8.8 million set aside in Phase 3 for cost sharing projects.**

As noted above, available funds for additional projects are estimated at $15.57 million. This value has been adjusted from the one provided in a December memo to the Committee. This adjustment is due to a proposed change to Garland Avenue (Hwy 112) between I-540 and Howard Nickell Drive. Staff recommends that the funding planned to be allocated to this project be reallocated to other projects. This recommendation is based on the following:

- During the compilation of projects for the 2006 Bond Program, a development along Highway 112 north of Sam's Club was proposed that would have significantly impacted the traffic on Highway 112. This project was never completed, and the current configuration of Highway 112 acceptably handles current levels of traffic.
- The Arkansas State Highway and Transportation Department (AHTD) is designing improvements to the I-540 interchange that will impact Highway 112 up to at least Truckers Drive, and possibly further to the north. This design will not be completed until at least 2015.
- The AHTD is also working on a study of the Highway 112 corridor from I-540 to Bentonville. This could affect the alignment of Highway 112 north of Sam's Club; more importantly, it creates a greater potential for additional state or federal funding of the route.

For these reasons, staff recommends not moving forward with plans to fully fund this project using Transportation Bond Funds; rather, it is prudent to wait on the results of the study, and be prepared to provide matching funds to State or Federal-aid funding that may become available.

A summary of the current projects in the Transportation Bond Program is provided in Attachment 1 to this memo.

PROJECT SUMMARIES

1. **Old Wire Road (Mission to Crossover). ($4.02 Million)** Old Wire Road has been identified as a priority by past Street Committees. The intersection with Mission has previously been approved for signalization and improvements, and is being designed now by the AHTD. Improvements on the rest of Old Wire include widening and intersection improvements, sidewalks, bike lanes, and a roundabout at Old Missouri and Old Wire Road.
2. **Zion Road (Vantage to Crossover). ($4.65 Million)** Zion Road from College Avenue to Vantage Drive was improved as part of the Bond Program in 2008. This project would extend the improvements to Crossover Road, and provide for a safer route for users by improving the sharp curve just east of Vantage, eliminating the deep ditches next to the road, providing accommodations for bicycles, and providing sidewalks for pedestrian use.
3. **Regional Park Access. ($1.4 Million)** This project would improve Judge Cummings Road, and provide a new route through the City's property off of Cato Springs Road to access the proposed parking areas for the Regional Park. The street would be constructed with curb and gutter, sidewalks, and streetlights.
4. **College Avenue Improvements (Maple to Rebecca) ($600,000)** The improvements to College Avenue would match the existing improvements between Rock and Maple, to include 8 foot wide sidewalks adjacent to the curb, trees, and streetlights. The segment between Maple and Rebecca is relatively short, and inexpensive compared to the other segment that is under consideration.
5. **College Avenue Improvements (Rebecca to North Street). ($1.42 Million)** This segment is complicated by the existing retaining walls along College and the limited space available. If work on this segment moves forward, options other than 8 foot sidewalks adjacent to the curb on both sides may need to be considered.
6. **STP-A Matching Funds ($2 million).** This placeholder project provides matching funds for federal aid money available through the Surface Transportation Program-Attributable Funds Program. This money is distributed through the Northwest Arkansas Regional Planning Commission. Projects are selected by a local selection committee. Projects selected for funding in Fayetteville in 2013 are Rupple Road south of Mount Comfort Road (design funding), and Razorback Road (Hwy 112) from Martin Luther King Jr. Blvd. to Leroy Pond Drive through the University of Arkansas Campus. These projects are detailed below.
7. **Intersection Improvements at Selected Intersections ($500,000)** This project would improve safety and pedestrian access at intersections such as Garland/Maple, Garland/North, North/College, MLK/Razorback, etc. Improvements would be designed as needed. Cost of improvements would be based on intersections selected and the improvements needed at each intersection.
8. **Contingency/Cost Sharing.** This is a placeholder project representing the unallocated funds remaining after funding the above projects. This amount may fluctuate as project budgets are refined during the design and project development process.

STP-A PROJECTS

The following two projects have been approved for funding in 2013 by the Regional Planning Commission. (Discussions regarding 2014 will begin soon.)

1. **Rupple Road (Best Friend Lane to Mount Comfort Road). ($3.7 Million)** This project will extend improvements to Rupple Road from the north end of the Links at Rupple apartment complex to Mount Comfort Road. The road will be realigned, with a new bridge across Hamestring Creek, to connect with Mount Comfort Road at the existing signal, creating a new 4-way intersection with Rupple Road and Mount Comfort. Rupple Road is identified as a priority by the Northwest Arkansas Regional Planning Commission as a north-south connector; therefore, this is one of the projects approved by the NWARPC for federal-aid (STP-A) funding (for design only) for 2013. The City will be responsible for a minimum of 20% matching funds. This project has been previously identified as a priority project by the Street Committee.

2. **Highway 112 (Razorback Road) (Martin Luther King Jr. Blvd. to Leroy Pond Drive).** **($2.6 Million)** This project will provide 4 travel lanes, with turning lanes at MLK and at Leroy Pond, and a new signal at Leroy Pond. Sidewalks will be provided on both sides. This project has had a $1 million allocation of federal aid funding for several years, and recently has been approved for additional federal aid funding through the STP-A program, thereby closing a funding gap for the $2.6 million project and allowing it to move forward. Members of City staff are working with UA staff on a cost share arrangement for the required 20% matching funds. The City Council committed to partnering on this project in 2003, when the original $1 million in federal funding was made available.

HOUSES AT WILLOW BEND PROJECT

The Houses at Willow Bend is an affordable housing project that is being developed by Partners for Better Housing, a local non-profit organization dedicated to providing affordable housing in Fayetteville. The City has worked with this group to secure design funding through the Home Depot Foundation. The Street Committee heard a presentation and a request for cost sharing from Partners for Better Housing. Participation by the City in the cost of the street and drainage infrastructure in the development would make houses that will be constructed more affordable. There were some concerns raised by the City Attorney regarding use of Transportation Bond Funds for this project; therefore, the Committee deferred approval of funding at this time, pending further information on funding sources and other details regarding the development of an agreement with Partners for Better Housing for cost sharing on the Willow Bend Project

NEXT STEPS

Approval of these projects by the City Council will allow staff will begin programming the projects, to include finalizing the work scopes and cost estimates, selecting engineering consultants, developing agreements with the AHTD and other agencies for the federal aid funding, and other preliminary project tasks necessary to move forward with the projects.

RESOLUTION NO. _____

A RESOLUTION APPROVING A LIST OF ADDITIONAL PROJECTS TO BE FUNDED BY THE CITY'S TRANSPORTATION BOND PROGRAM

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 list of additional projects for addition to the City's Transportation Bond Program as delineated in the staff memorandum, attached as Exhibit "A".

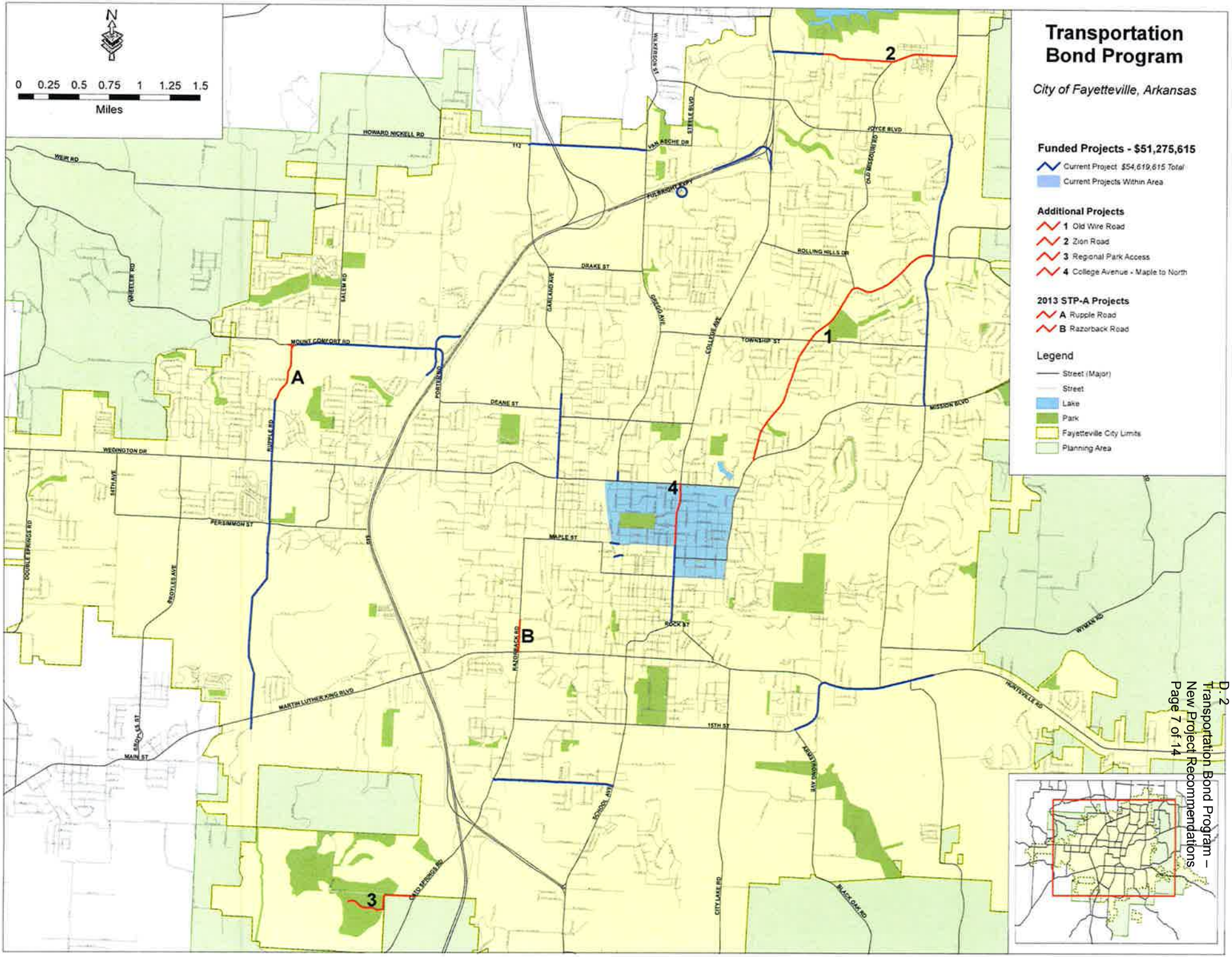
PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

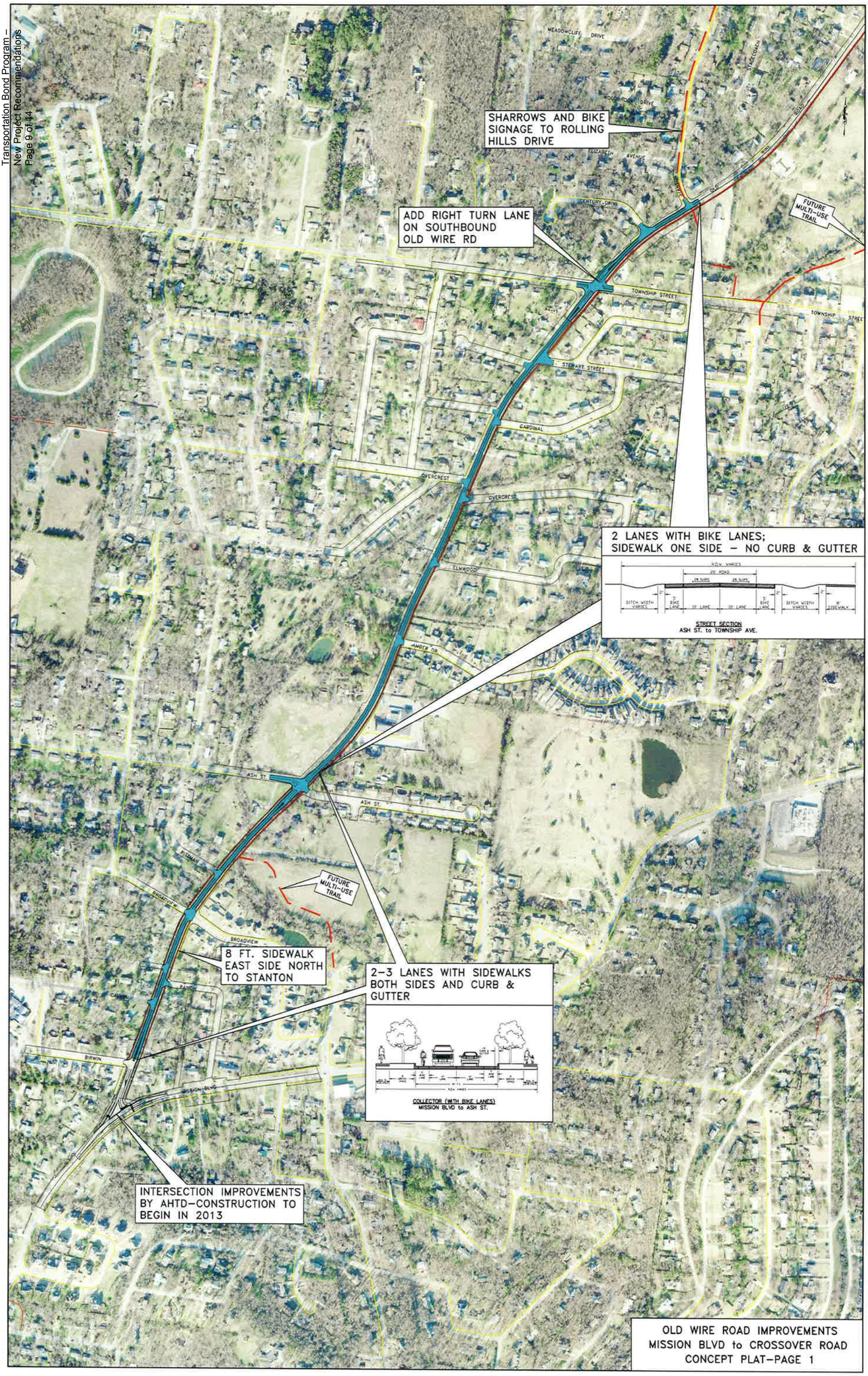
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

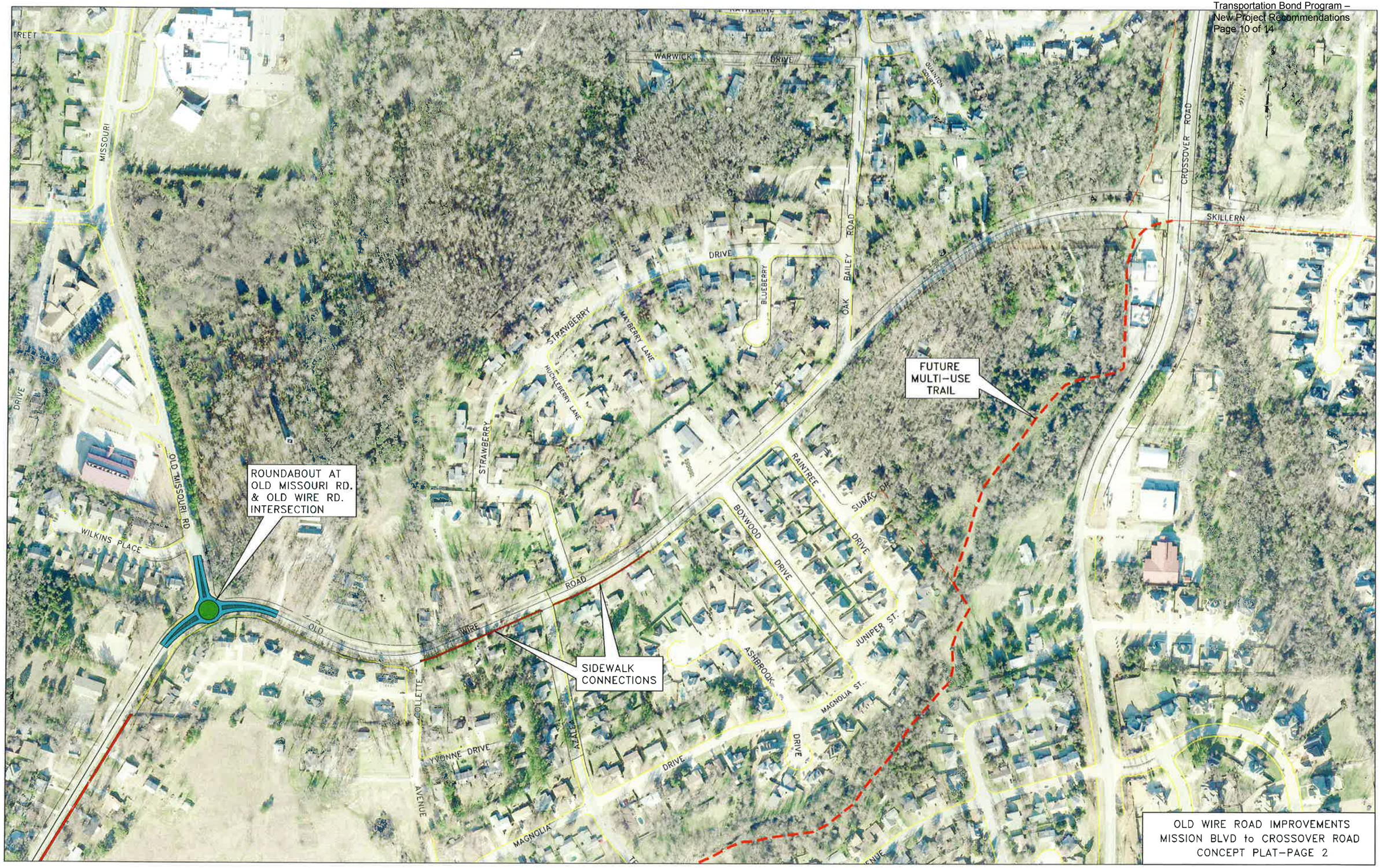

Transportation Bond Program
City of Fayetteville, Arkansas
Funded Projects - $51,275,615
Current Project $54,619,615 Total
Current Projects Within Area
Additional Projects
1 Old Wire Road
2 Zion Road
3 Regional Park Access
4 College Avenue - Maple to North
2013 STP-A Projects
A Rupple Road
B Razorback Road
Legend
Street (Major)
Street
Lake
Park
Fayetteville City Limits
Planning Area
N
0 0.25 0.5 0.75 1 1.25 1.5
Miles
HOWARD NICKELL RD
WEIR RD
WHEELER RD
MOUNT COMFORT RD
WEDINGTON DR
PERSIMMON ST
DOUBLE SPRINGS RD
BOYLES AVE
MAIN ST
MARTIN LUTHER KING BLVD
RUPPLE RD
RAZORBACK RD
DRAKE ST
DEANE ST
MAPLE ST
ROCK ST
15TH ST
ROLLING HILLS DR
TOWNSHIP ST
MISSION BLVD
JOYCE BLVD
OLD MISSOURI RD
STEELE BLVD
COLLEGE AVE
GARLAND AVE
OREGON AVE
SCHOOL AVE
CITY LAKE RD
BLACK OAK RD
ARMSTRONG AVE
HUNTSVILLE RD
WYMAN RD
OLD MISSOURI RD
1
2
3
4
A
B

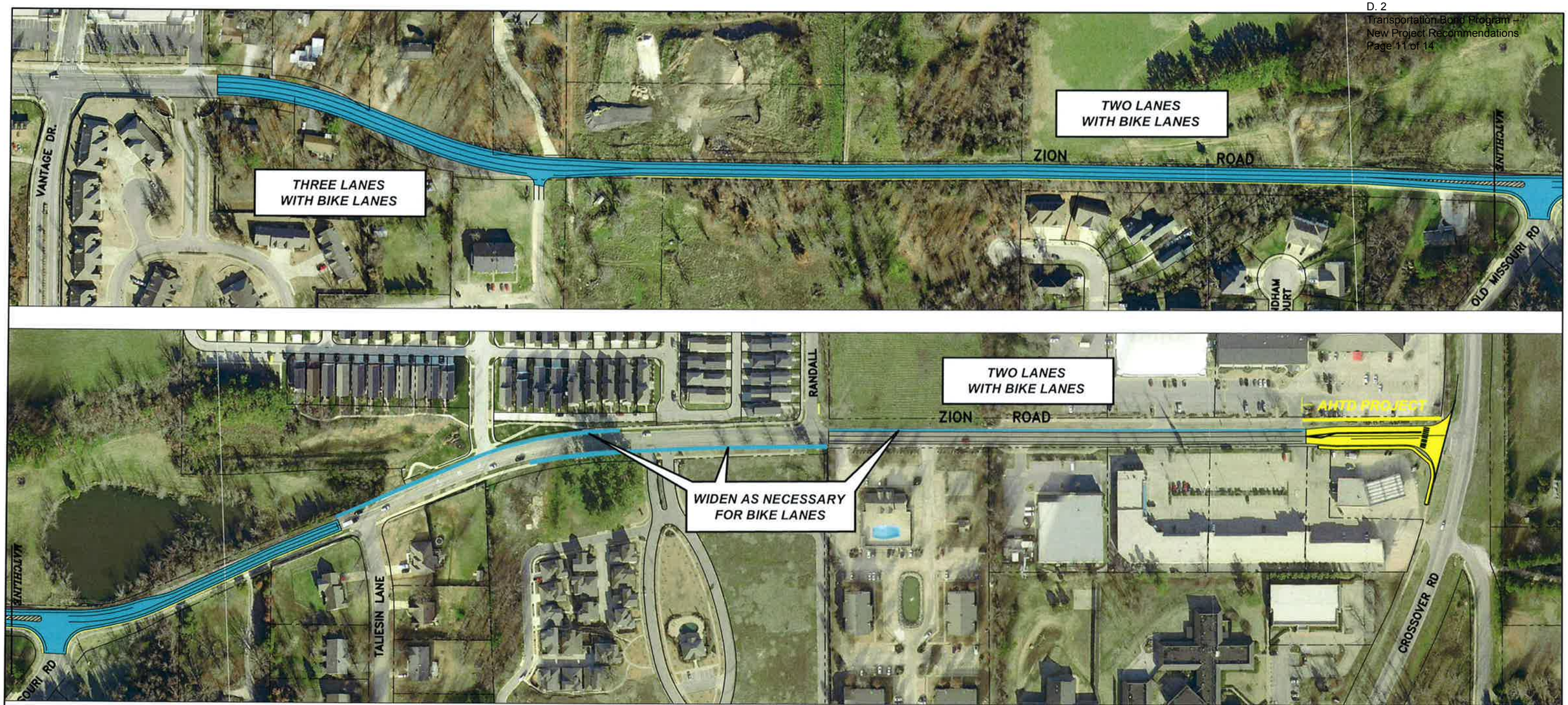
Attachment 1
Transportation Improvement Plan
Summary of Original and Current Project Estimates-February 2013

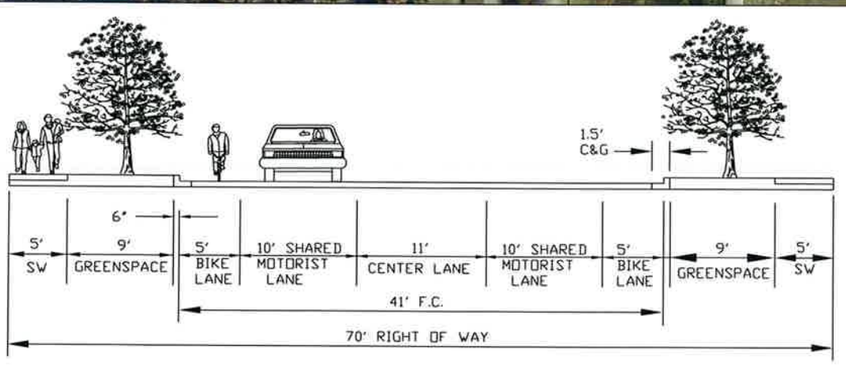
PROJECT NAME	TYPE WORK PROPOSED	Current Values				Estimated Difference Original-Current	STATUS/ CONST. DATE
		Estimated Project Cost	Other Funding		Cost to Bond Program		
			Sales Tax CIP	State/Federal			
Wilson Park Area/Washington-Willow	Traffic Calming and Gregg/North Int.	$910,186			$910,186	$529,814	COMPLETE
Zion Road Ph. I (N. College to Vanta	Widening - 2/3 Lane Minor Arterial	$2,274,560			$2,274,560	$265,440	COMPLETE
College Avenue Phase I (Rock to Maple)		$1,840,897			$1,840,897	-$100,897	COMPLETE
Mount Comfort Road Improvements	Widening - Minor Arterial	$10,604,000	$382,500		$10,221,500	$191,500	COMPLETE
Cato Springs (Tech. Corridor) (S. Sch	Widening - Collector	$6,014,072	$440,259	$2,879,679	$2,344,134	$0	UNDER CONST.
Crossover (Mission to City Limits)	Widening - 5 Lane Principal Arterial	$22,583,728		$12,073,864	$6,509,864	$1,190,136	UNDER CONST.
Fayetteville Expressway Economic C	Access Improvements	$10,375,475		$8,099,101	$2,276,374	-$361,412	
a. Roundabout at North Hills and Fut	Intersection Improvements	$2,575,475	Included in Fayetteville Expressway Economic Dev. Corridor Budget				UNDER CONST.
b. Hwy 71B Flyover Project	New On Ramp to FB Expwy	$7,800,000					CONST. 2012
Highway 16 (Armstrong to Stonebridg	Widening - Minor Arterial	$11,766,000	$90,000	$5,200,000	$5,576,000	-$776,000	CONST. 2012
Garland (North to Melmar)	Widening - 5 Lane Principal Arterial	$8,135,112	$352,500	$1,950,000	$4,000,000	$1,195,000	CONST. 2012
Maple/Lafayette Street Bridges	Maple/Lafayettee Bridges/Other	$1,400,000		$1,000,000	$400,000	$2,437,000	CONST. 2014
Garland (Shiloh to Howard Nickell)	Widening - 5 Lane Principal Arterial	$0		$0	$0	$3,494,000	ON HOLD
Rupple Road (6th to Wedington)	New - Minor Arterial	$10,000,000			$10,000,000	-$1,845,000	CONST 2014
Van Asche Extension/Widening		$4,560,000			$4,560,000	-$4,560,000	CONST. 2014
Right of Way Acquisition/Cost Sharing		$212,100			$212,100	$8,587,900	N/A
Non-Project Expenses		$150,000			$150,000	-$150,000	N/A
Unallocated Project Funds/Interest Income					$0	$5,474,168	N/A
TOTALS		**$90,826,130**	**$1,265,259**	**$31,202,644**	**$51,275,615**	**$15,571,649**	

Notes: Green Shaded Projects will be funded by Phase 3 of the Bond Program.

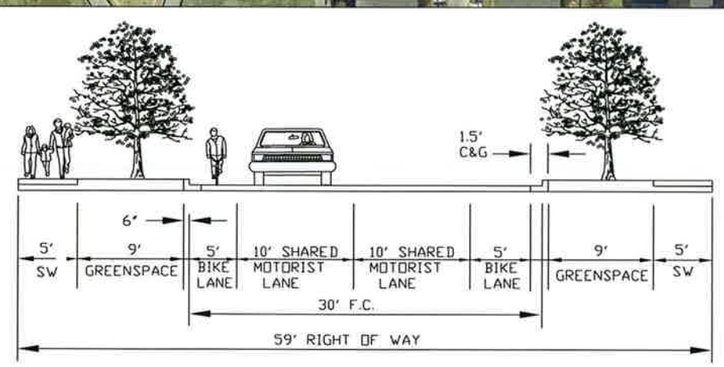

SHARROWS AND BIKE SIGNAGE TO ROLLING HILLS DRIVE
ADD RIGHT TURN LANE ON SOUTHBOUND OLD WIRE RD
FUTURE MULTI-USE TRAIL
2 LANES WITH BIKE LANES; SIDEWALK ONE SIDE – NO CURB & GUTTER
STREET SECTION
ASH ST. to TOWNSHIP AVE.
FUTURE MULTI-USE TRAIL
8 FT. SIDEWALK EAST SIDE NORTH TO STANTON
2–3 LANES WITH SIDEWALKS BOTH SIDES AND CURB & GUTTER
COLLECTOR (WITH BIKE LANES)
MISSION BLVD to ASH ST.
INTERSECTION IMPROVEMENTS BY AHTD–CONSTRUCTION TO BEGIN IN 2013
OLD WIRE ROAD IMPROVEMENTS
MISSION BLVD to CROSSOVER ROAD
CONCEPT PLAT–PAGE 1


ROUNDABOUT AT
OLD MISSOURI RD.
& OLD WIRE RD.
INTERSECTION
SIDEWALK
CONNECTIONS
FUTURE
MULTI-USE
TRAIL
OLD WIRE ROAD IMPROVEMENTS
MISSION BLVD to CROSSOVER ROAD
CONCEPT PLAT–PAGE 2
WARWICK DRIVE
QUANTON COURT
CROSSOVER ROAD
SKILLERN
BAILEY ROAD
OAK
BLUEBERRY
DRIVE
STRAWBERRY
MAYBERRY LANE
HUCKLEBERRY LANE
RAINTREE
SUMAC DR.
BOXWOOD DRIVE
JUNIPER ST.
ASHBROOK
MAGNOLIA ST.
MAGNOLIA
PLAZA
COLLETTE AVENUE
YVONNE DRIVE
OLD WIRE ROAD
OLD MISSOURI RD
WILKINS PLACE
MISSOURI
TREET





COLLECTOR (INTERSECTION)

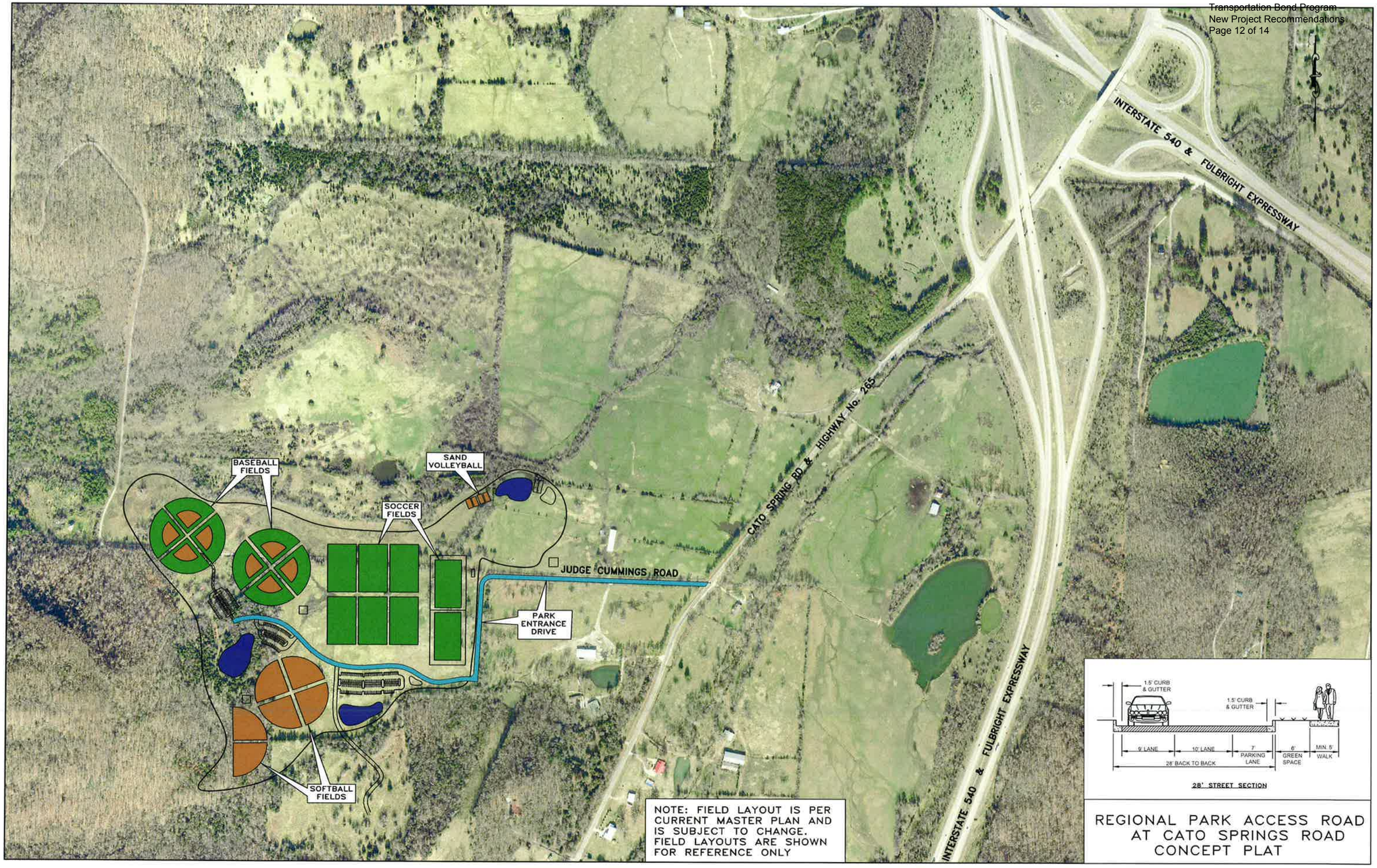


COLLECTOR (THROUGH)

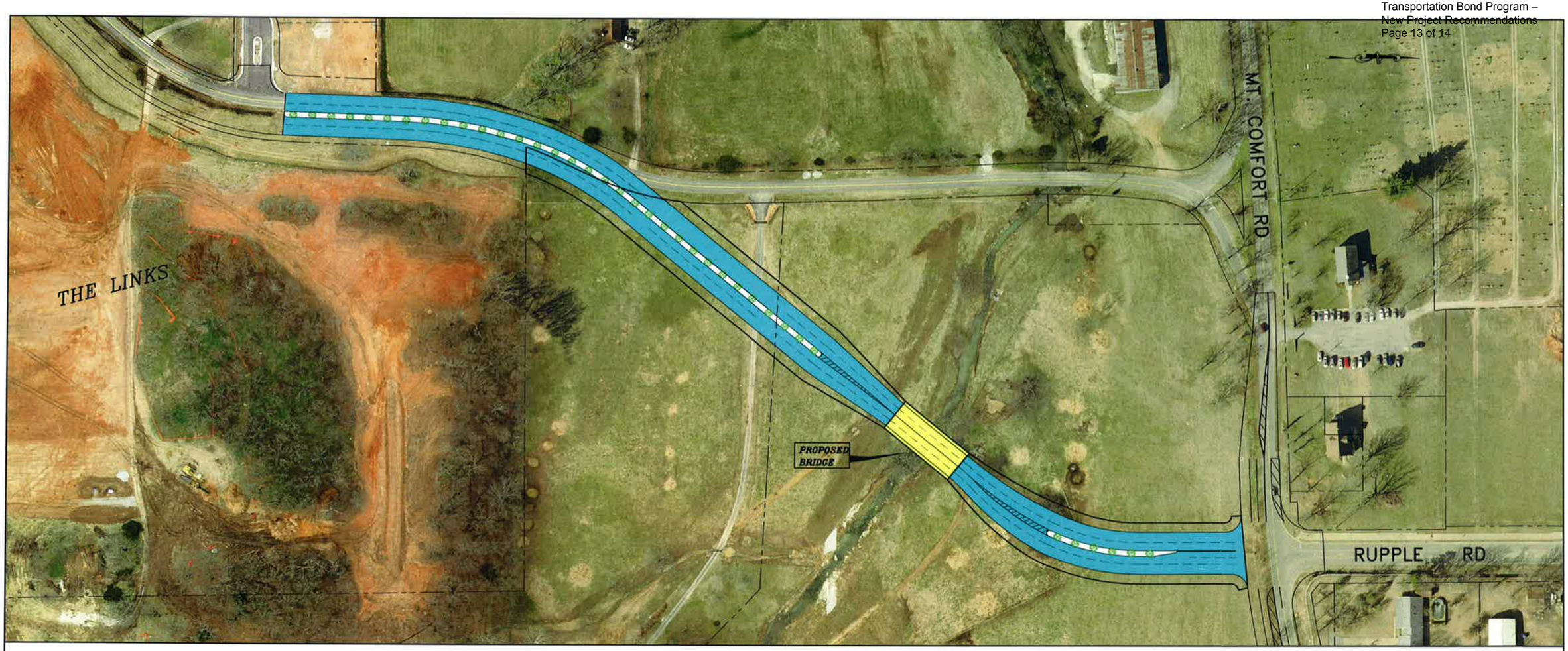
Project Summary

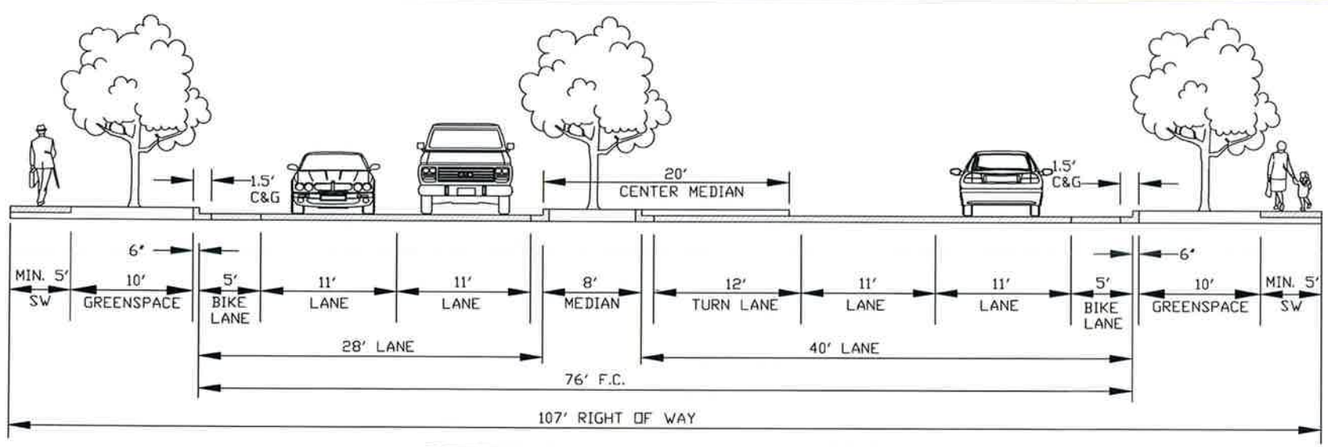
– Future project to be constructed when funding is available.

(16) ZION ROAD IMPROVEMENTS CONCEPT PLAT



REGIONAL PARK ACCESS ROAD AT CATO SPRINGS ROAD CONCEPT PLAT





PRINCIPAL ARTERIAL PARKWAY

Project Summary

– Future project to be constructed as funding allows.

(13) RUPPLE ROAD IMPROVEMENTS
STARRY NIGHT VIEW TO MT COMFORT RD
CONCEPT PLAT

AGENDA REQUEST

FOR: COUNCIL MEETING OF APRIL 16, 2013

FROM:

COUNCILMEMBER SARAH MARSH
MAYOR LIONELD JORDAN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A Resolution To Oppose The Permitting And Operation Of The Concentrated Hog Farm Along A Major Tributary To The Buffalo National River

APPROVED FOR AGENDA:

Sarah Marsh Councilmember	Date
Lioneld Jordan Mayor	4/3/13 Date
City Attorney (as to form)	4/3/13 Date

Fayetteville
ARKANSAS
www.accessfayetteville.org

Departmental Correspondence

LEGAL DEPARTMENT

Kit Williams
City Attorney

Jason B. Kelley
Assistant City Attorney

TO: **Mayor Jordan**
City Council

CC: Don Marr, Chief of Staff

FROM: **Kit Williams, City Attorney**

DATE: **April 3, 2013**

RE: Resolution To Oppose the Permitting and Operation of the Concentrated Hog Farm Along a Major Tributary To The Buffalo National River

Councilmember Sarah Marsh and Mayor Jordan asked me to draft a Resolution to express the City Council's opposition to the permitting and operation of the 6,500 hog factory farm along a major tributary of the Buffalo National River. Even though this concentrated hog factory farm operation is planned to be located in another county, its adverse impact on regional tourism and the quality of life of our citizens who have for decades enjoyed the opportunity to canoe or hike along the pristine and wild Buffalo River certainly affects our City.

It is hard to imagine how the United States Farm Services Agency could have concluded in its environmental assessment of this 6,500 concentrated hog factory farm operation a "finding of no significant impact." Other states with a history of these types of concentrated and confined hog factory farm operations have suffered such degradations to their water and air that they have passed new and much stricter regulations for these confined, factory hog farms. To avoid these new regulations, the owners of these operations are now trying to move to new states (like Arkansas) which have not yet learned the hard lessons and the need for stricter water and air pollution standards for these types of factory farm hog operations.

Hog excrement not only smells very much worse than chicken or cow manure, but it is much more similar to human waste in its water polluting capabilities. The ADEQ would never allow a city of 6,500 people to just use

lagoons that can easily overflow after a storm and flow into the nearby creek (and on to the Buffalo National River a few miles away) to store and "treat" human waste. And yet the waste and excrement from this factory farm with 6,500 hogs is supposed to be handled by these "lagoons." These lagoons will be like massive pollution bombs, armed and aimed at the Buffalo National Wild and Scenic River only a few miles away, just waiting for the right rain storm to release their concentrated and disgusting pollution into our national treasure.

A factory farm of this size which necessarily creates a very substantial flow of septic waste should be required to operate a permitted waste water treatment plant (not a lagoon system) with an effluent standard comparable to those required for human waste water plants at least for removal of ecoli, fecal and other dangerous pollutants.

RESOLUTION NO. _____

A RESOLUTION TO OPPOSE THE PERMITTING AND OPERATION OF THE CONCENTRATED HOG FARM ALONG A MAJOR TRIBUTARY TO THE BUFFALO NATIONAL RIVER

WHEREAS, the Buffalo National River was the first National River to be so designated by the United States Congress in recognition of its outstanding beauty, clean and clear water and unspoiled character; and

WHEREAS, the National Park Service has acquired watershed and worked for years to preserve the Buffalo National River's pristine quality for our citizens and our children to enjoy forever; and

WHEREAS, the unspoiled character, beauty and clean water of the Buffalo National River has drawn substantial tourism and has been an important economic engine for this entire region including the City of Fayetteville for decades and if protected from environmental dangers like concentrated hog farm operations will continue to provide substantial economic benefits for this entire region; and

WHEREAS, a confined and concentrated 6,500 hog farm located next to a major tributary to and very near the Buffalo National River severely endangers and threatens massive air and water pollution of the Buffalo National River and thereby threatens the substantial economics, cultural, and recreational benefits our region has long enjoyed from this Wild and Scenic National River; and

WHEREAS, the City of Fayetteville requests that the Arkansas Department of Environmental Quality reevaluate and reassess the propriety of granting a permit to this massive factory hog farm; and

WHEREAS, the ADEQ, if it continues to permit this massive confined hog operation, should treat this 6,500 hog farm similar to a 6,500 person city for purposes of wastewater treatment and should require all effluent from this confined hog farm to meet the same standards set for city wastewater plants.

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 opposes the permitting and operation of the concentrated hog farm along a major tributary to the Buffalo National River and requests that the Arkansas Department of Environmental Quality review and reassess the propriety of permitting this massive hog farm at this location.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby requests that any large concentrated hog farm anywhere in Arkansas be required to contain and process all hog sewage to the same standards as effluent from a city wastewater plant.

PASSED and **APPROVED** this 16th day of April, 2013.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

Agenda Session 4-9-2013

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
April 16, 2013

A meeting of the Fayetteville City Council will be held on April 16, 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 April 02, 2013 City Council meeting minutes.

2. **Bid #10-47 King Electrical Contractors:** A resolution authorizing a contract with King Electrical Contractors in the amount of $44,000.00, pursuant to Bid #10-47 for the installation of electrical services for the computer server room at Fayetteville Executive Airport-Drake Field, and approving a project contingency of ten percent (10%).

3. **Police Department Donation Revenue:** A resolution approving a budget adjustment in the total amount of $2,100.00 representing donation revenue to the Police Department during the first quarter of 2013 in support of officer service awards and general recognition.

4. **Federal and State Law Enforcement Forfeiture Revenue:** A resolution approving a budget adjustment in the amount of $31,783.00 representing federal and state law enforcement forfeiture revenue received through March 2013 and authorizing associated expenses.

5. **Fire Department Polaris Ranger Utility Vehicles**: A resolution approving a budget adjustment in the total amount of $7,004.00 to fund Fleet Division purchases of accessory packages for two (2) Fire Department Polaris Ranger utility vehicles.

6. **Fayetteville Executive Airport-Drake Field FBO Lease Agreement:** A resolution approving a fixed-based operations hangar lease agreement form at the current rental rate or as adjusted upward by the Airport Board for fixed-based operations hangar space rented at the Fayetteville Executive Airport-Drake Field.

7. **Airport Hay Field Lease Agreement:** A resolution approving a two (2) year extension to the airport hay lease with Donnie Sams of West Fork, Arkansas to facilitate participation in a USDA Natural Resource Conservation Service Environmental Quality Incentive Program.

8. **Amend Resolution 54-13:** A resolution amending Resolution No. 54-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Transportation Division.

9. **Amend Resolution 55-13:** A resolution amending Resolution No. 55-13 concerning the purchase of one (1) Chevrolet Tahoe, pursuant to a state procurement contract, for use by the Solid Waste Division.

10. **Bid #12-38 MHC Kenworth of Springdale:** A resolution authorizing the purchase of one (1) Kenworth T800 semi truck tractor pursuant to Bid #12-38 from MHC Kenworth of Springdale in the amount of $114,715.00, and approving a budget adjustment.

11. **Williams Tractor of Fayetteville S590 Skid Steer Loader:** A resolution authorizing the purchase of one (1) Bobcat S590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $37,505.00.

12. **Williams Tractor of Fayetteville T590 Skid Steer Track Loader:** A resolution authorizing the purchase of one (1) Bobcat T590 skid steer loader from Williams Tractor of Fayetteville, pursuant to a National Joint Powers Alliance Cooperative purchasing contract in the amount of $47,226.00.

13. **Stribling Equipment of Springdale John Deere 750K Dozer:** A resolution authorizing the purchase of one (1) 2013 John Deere 750K dozer from Stribling Equipment of Springdale, pursuant to a state procurement contract, in the amount of $230,750.00, and approving a budget adjustment.

14. **Bid #13-15 Littlefield Oil Company:** A resolution awarding Bid #13-15 and approving a contract with Littlefield Oil Company in an estimated annual amount of $1,764,000.00 to provide gasoline, diesel fuel and bio fuel for vehicles and equipment.

B. Unfinished Business:

1. **Amend §114.02 Farmers' Market:** An ordinance to amend §114.02 **Farmers' Market** to transfer the current free use of the south parking spaces on Mountain Street to the control of the Rural Mountain Producers Exchange Board, to close Mountain Street to traffic, to permit sound amplification during Farmers' Market and to make other changes. ***This ordinance was left on the First Reading at the March 19, 2013 City Council meeting. This ordinance was left on the Second Reading at the April 2, 2013 City Council meeting and sent to the Ordinance Review Committee.***

   Left on the Second Reading

2. **R-PZD 12-4284 (Park Hill at Mountain Ranch):** An ordinance establishing a Residential Planned Zoning District titled R-PZD 12-4284, Park Hill at Mountain Ranch, located at the southwest corner of Persimmon Street and Mountain Ranch Boulevard; containing approximately 2.23 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan. **This ordinance was left on the First Reading at the April 2, 2013 City Council meeting.**

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C. Public Hearing:

1. **Raze and Removal – 320 W. Skelton Street:** A resolution ordering the razing and removal of a dilapidated and unsafe structure owned by Celia Cazort Barton located at 320 W. Skelton Street in the City of Fayetteville, Arkansas, and approving a budget adjustment.

D. New Business:

Consent 1. **Baldwin & Shell Construction Company:** A resolution authorizing a contract with Baldwin & Shell Construction Company in the amount of $40,000.00 for construction management services, approving a $10,000.00 contingency, and approving a contractor's fee of five and one-half percent (5.5%) for construction phased services all related to construction of the Dickson Street Entertainment District parking facility.

2. **Transportation Bond Program – New Project Recommendations:** A resolution approving a list of additional projects to be funded by the City's Transportation Bond Program.

3. **Protection of Buffalo National River:** A resolution to oppose the permitting and operation of the concentrated hog farm along a major tributary to the Buffalo National River.

E. City Council Agenda Session Presentations:

1. **"Recycling Economics Update" Presentation:** A presentation by Honor students from the University of Arkansas Environmental Economics class.

F. City Council Tour:

1. **April 8, 2013 5:00 PM**
   Westside Wastewater Treatment Plant

2. **May 6, 2013 5:00 PM**
   Woolsey Wet Prairie Wetlands

G. Announcements:

Adjournment:

Add: Repeal Ordinance No. 5576
CI² Aviation, Inc.

NB-
Last

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Pre Agenda Meeting 4/3/13

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City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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Add: Amend Res. 34-13

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Amend Res. 35-13

Pull

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DON Came in at 4:40 and pulled.

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Lisa Branson - April 9th Agenda Session

From: Brian Pugh
To: Branson, Lisa
Date: 3/5/2013 5:10 PM
Subject: April 9th Agenda Session

Lisa,

Please change the name of the presentation for the April 9th Agenda session from "Best in class Single Stream Programs" to "Recycling Economics Update". This will be presented by some Honor students from the U of A Environmental Economics class. Thanks.

Brian

Brian Pugh
Waste Reduction Coordinator
Fayetteville Solid Waste and Recycling
479-718-7685
479-444-3478 Fax
Telecommunications Device for the Deaf 479-521-1316

Sondra Smith - Re: Fwd: Environmental Economics class- April 9th request

From: Don Marr
To: Smith, Sondra
Date: 1/30/2013 3:22 PM
Subject: Re: Fwd: Environmental Economics class- April 9th request

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Sondra - Yes I have approved this request. Thanks for pre-scheduling this for us. We had to get a date confirmed with the professor and their class - I won't normally do something this far in advance.
Thanks,
Don

Don Marr

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>>> Sondra Smith 1/28/2013 4:05 PM >>>
Hi Don

I assume you approve this request? At this time we do not have any presentations for the April 9th Agenda Session. Thanks!

Sondra

Sondra E. Smith *CAMC, CMC*
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>>> Brian Pugh 1/27/2013 3:58 PM >>>
Sondra,

I'd like to request to place on the Agenda Session agenda, for April 9th, a presentation by honor students from the University working with the Environmental Economics class. Their presentation will be on "Best in Class Single Stream recycling communities".

Don asked that I forward this request to you. Thanks.

Brian

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Recycling Economic Update

Honors Students:
Hayley Jernigan
Karen Lindsay
Leah Malvar
Maggie Jo Pruitt
Christopher Wilbanks
Douglas Wolf

University Instructors:
Dr. Jennie Popp
Mrs. Gina Niederman

Introduction

- Our Class
  - Principles of Environmental Economics
- Our Project
  - Collaboration with City of Fayetteville
  - Recycling program analysis; updating total cost of service

Why Beck was Hired

- Who is R. W. Beck?
  - Consulting services in the energy, water, wastewater, and solid waste industries
  - *R.W. Beck is now SAIC Energy, Environment & Infrastructure, LLC*
- What Beck did
  - Evaluations of:
    - **City's existing curbside sort recycling program**
    - Commercial and apartment customers
    - Food waste collection and composting
    - Construction and demolition materials
    - Alternative technology for solid waste management
    - Alternative collection and processing options including dual stream and single stream

Recycling Programs

Curbside Sort	Single Stream
Approved recyclable materials sorted at curbside	Approved recyclable materials collected at curbside; sorted during processing
Collection and processing are managed by City of Fayetteville	Collection and processing potentially managed by separate entities

Project Goals

- Reconstruct Beck's Analyses for Curbside Sort and Single Stream Recycling Programs
  - Develop spreadsheet tool for the City
- Curbside Sort Total Cost of Service using spreadsheet tool
- Identify differences between curbside sort vs. single stream recycling options

Updated Model

- Based on 2012/13 City data for the Curbside Sort recycling program
- Focused only on curbside recycling including single family homes and commercial businesses that function on residential routes
- Calculated total cost of service

Methods

Methods

Goal 1: Reconstruct Beck's Analyses

- Step 1: Identify and classify major cost categories and sub categories

Total Cost of Service

- **Collection (C)**
  - Personnel + Vehicles + Materials
- **Processing (P)**
  - Personnel + MRF Equipment + Depreciation + Capital + Materials + Services + Maintenance
- **Program Administration (PA)**
  - Personnel + Services

Total Cost of Service = C+P+PA

Methods

Goal 1: Reconstruct Beck's Analyses

- Step 2: Populate categories with relevant cost data from the Beck report
- Step 3: Compare our spreadsheet and Beck report for consistencies

Methods

Goal 2: Update Curbside Sort Total Cost of Service

- Step 4: Update spreadsheet tool using 2012/13 City data
- Step 5: Identify potential ways to improve the recycling program cost analyses

Methods

Goal 3: Identify Program Differences

- Step 6: Identified considerations for recycling program alternatives

Results

Reproduction

- Spreadsheet tool was completed
- Model validation conducted
- Using Beck input data, our model estimates Beck's Total Cost of Service for curbside sort recycling.
  - *Exception*: Collection vehicle replacement

Spreadsheet Tool

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2012 NET COST OF SERVICE FOR FAYETTEVILLE'S CURBSIDE RECYCLING PROGRAM

Collection Vehicle Costs (Includes Fuel)	Avg $/Vehicle	Vehicles	Cost (Pre-Allocation)	Curbside Allocation	Total
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Spreadsheet Tool

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- Tailor-made to accommodate City- specific data reporting
- User-friendly tool that will automatically calculate total cost of service when updated information is entered
- Can serve as a basis for future analyses

Updated Costs

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Cost Category	Sub Category	Total Cost
Collection (73.6% of total costs)		$1,092,079
Personnel	$551,243	
Vehicle	$504,686	
Other	$36,150	
Processing (17% of total costs)		$251,678
Personnel	$101,342	
Depreciation	$99,935	
Other	$50,401	
Administration (9.4% of total costs)		$140,620
Marketing ('13 Education Campaign)	$70,507	
Other	$70,113	
Total Cost of Service		$1,484,377
Total Cost Per Household Per Month (based on 20,588 participants)		$6.02

Recommendations

- Ensure input data isolates curbside recycling program collection
  - Must remove drop off recycling and commercial cardboard collection
  - In 2012, curbside represents 59% of recycling collection
- Develop plans to integrate spreadsheet tool into regular recycling program review
  - Re-evaluate recycling program activities using spreadsheet tool annually

Other Considerations

- Beck suggests that the nation is trending towards single stream recycling programs
- Beck study estimated that adopting single stream recycling would decrease collection costs
  - Fewer collection routes
  - Fewer drivers
  - Fewer vehicle-related costs
- Other social, environmental and economic factors could affect the City's consideration of recycling alternatives.

Comparison

	Curbside Sort	Single Stream
Maintains local employment	✓	
Better benefits and wages for sorting personnel	✓	
Reduced emissions due to local processing scenario	✓	
No risk of entering long term contract with private MRF	✓	
Lower contamination rates	✓	
Lower processing costs	✓	
Inclusion of multi-family and commercial accounts		✓
Lower collection costs		✓
Lower physical demand for collection drivers		✓
Customer convenience and participation		✓
Increase tonnage per household collected		✓

Project Summary

- Dissected the Beck report to fully understand allocation of all costs associated with the curbside sort recycling program
- Developed a dynamic user-friendly spreadsheet for recycling program analysis tailored to City-specific data
- Encourage use of tool in regular review of recycling program and alternatives

Ultimately...

"It's a policy decision" based on economic, environmental and social considerations.

Contact Information

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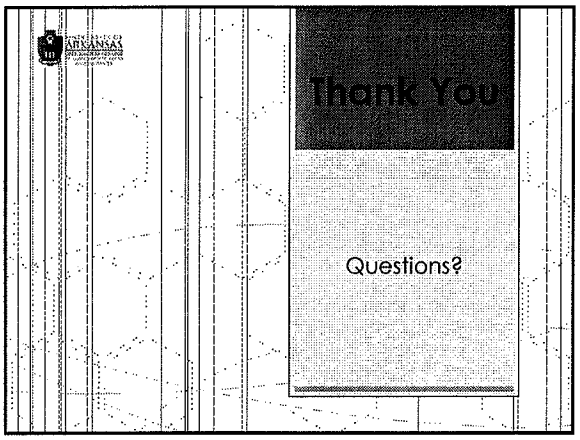
Thank You
Questions?