

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



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

Alderman Justin Tennant
Ward 3 Position 1

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

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
July 5, 2016**

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

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions

A. Consent:

1. Approval of the June 21, 2016 City Council Meeting Minutes.

Approved

2. **MCCLELLAND CONSULTING ENGINEERS, INC.:** A resolution to approve a contract with McClelland Consulting Engineers, Inc. in the amount of \$93,000.00 for surveying services associated with the Garden Park Apartments Water Line Project, The

Poplar Street/Easy Street Sewer Line Project, The Gregg Street/Fulbright Sewer Project, and The Kitty Creek Sewer Line Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 128-16

3. **BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:** A resolution to award bid # 16-35 and approve a contract with Carnahan-White of Arkansas, LLC in the amount of \$49,983.00 for the construction of the Noland Wastewater Treatment Plant Effluent Pond Security Fence Project, and to approve a project contingency in the amount of \$5,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 129-16

4. **BID # 16-40 STEARMAN ROOFING AND SHEET METAL, LLC:** A resolution to award bid # 16-40 and approve a contract with Stearman Roofing & Sheet Metal, LLC in the amount of \$30,540.00 for the installation of a new roof for the Central Fire Station at 303 West Center Street.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 130-16

5. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment recognizing Hazmat Services revenue received by the fire department from Washington County in the amount of \$4,356.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 131-16

6. **BID # 16-41 STEVE LANDERS TOYOTA NWA:** A resolution to award bid # 16-41 and authorize the purchase of two 2016 Toyota Tacoma's from Steve Landers Toyota NWA of Rogers, Arkansas in the total amount of \$42,800.00 for use by the water and sewer operations division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 132-16

7. **GOVDEALS, INC.:** A resolution to approve a contract with Govdeals, Inc. for online auction services through June 22, 2017, and any future renewal periods, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 133-16

8. **ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION:** A resolution to approve an extension to the contract with the Fayetteville Chamber of Commerce for Economic Development Consulting Services for up to three (3) months in an amount not to exceed \$41,250.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 134-16

B. Unfinished Business:

1. **PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE PARKING LOT :** A resolution to clarify and extend the timeframe to solicit proposals for development of the West Avenue Parking Lot and to consider parking neutral proposals for sale of smaller parcels on southern end.

THIS RESOLUTION WAS TABLED TO THE AUGUST 2, 2016 CITY COUNCIL MEETING.

2. **C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):** An ordinance to rezone lots 7, 8, 9 and 10 of the McMillan Estates Subdivision of the City of Fayetteville encompassing approximately 16.2 acres located at McMillan Drive from C-2, thoroughfare commercial and UT, urban thoroughfare to P-1, institutional subject to the attached Bill of Assurances.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5889

C. New Business:

1. **BID # 16-38 APAC-CENTRAL, INC.:** A resolution to award bid # 16-38 and approve a contract with APAC-Central, Inc. in the amount of \$2,574,815.20 for the construction of improvements to Old Wire Road from Mission Boulevard to Ash Street, to approve a project contingency in the amount of \$386,222.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 135-16

2. **VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):** An ordinance to approve VAC 16-5440 submitted by Jorgensen and Associates, Inc. for property located at 2514 North New School Place to vacate portions of a utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5890

3. **RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):** An ordinance to rezone that property described in rezoning petition RZN 16-5438 for approximately 185 acres located at 1094 East Drake Street from R-O, residential office, R-A, residential agricultural and C-2, commercial thoroughfare to UT, urban thoroughfare.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5891

4. **RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):** An ordinance to rezone that property described in rezoning petition RZN 16-5441 for approximately 2.71 acres located at the Northwest corner of Mount Comfort and Salem Road from R-A, residential agricultural to CS, community services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5892

5. **RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):** An ordinance to rezone that property described in rezoning petition RZN 16-5448 for approximately 8.08 acres located at 2050 South School Avenue from RSF-4, residential single family, 4 units per acre and C-2, commercial thoroughfare to CS, community services.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5893

6. **CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:** A resolution to approve Change Order No. 12 to the contract with Crossland Construction Company, Inc. in the amount of \$436,555.00 to add the construction of a parking lot, sidewalk and associated road improvements at the Regional Park, to approve an additional project contingency in the amount of \$80,202.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 136-16

City Council Agenda Session Presentations:

City Council Tour

Announcements

Adjournment: 7:10 p.m.

City Council Meeting:

July 5, 2016

Adjourn: 7:10 pm

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

9-0

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

City Council Meeting:

Subject:	Consent				
Motion To:					
Motion By:					
Seconded:					
A1-8 <i>Minutes</i> <i>Approved</i> <i>Passed</i> 128-14 134-14	Marsh				
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Mayor Jordan				

8-0

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

City Council Meeting:

Subject:	PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE PARKING LOT				
Motion To:		<i>Table to Aug 2, 2016</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Marsh</i>			
B. 1 Unfinished Business <i>Tabled to Aug. 2, 2016</i>	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0

Subject:	C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Petty</i>	<i>Kinion</i>		
Seconded:		<i>Gray</i>	<i>Schoppmeyer</i>		
B. 2 Unfinished Business <i>Passed</i> <i>5889</i>	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

City Council Meeting:

Subject:	BID # 16-38 APAC-CENTRAL, INC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Tennant</i>			
C. 1 New Business <i>Approved</i> <i>135-14</i>	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Gray</i>	<i>Gray</i>		
Seconded:		<i>Long</i>	<i>Marsh</i>		
C. 2 New Business <i>Approved</i> <i>5890</i>	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>absent during the vote</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

7-0

8-0

8-0

City Council Meeting:

Subject:	RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Marsh		
Seconded:		Petty	Long		
C. 3 New Business <i>Approved</i> 5891	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Marsh		
Seconded:		La Tour	La Tour		
C. 4 New Business <i>Approved</i> 5892	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	N	N	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	N	N	
	Gray	✓	✓	✓	
	Mayor Jordan				

8-0

6-2

6-2

City Council Meeting:

Subject:	RZN 16-5448 (2050 S. SCHOOL AVE./HARMON)				
Motion To:		2nd Read	3rd Read	Pass	
Motion By:		Marsh	Marsh		
Seconded:		Gray	Gray		
C. 5 New Business <u>Approved</u> 5893	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Tennant			
C. 6 New Business <u>Approved</u> 136-16	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Mayor Jordan				

8-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **July 6, 2016**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of July 5, 2016**

1. A resolution to approve a contract with McClelland Consulting Engineers, Inc. in the amount of \$93,900.00 for surveying services associated with the Garden Park Apartments water line project, the Poplar Street/Easy Street sewer line project, the Gregg Street/Fulbright sewer project, and the Kitty Creek sewer line project.
2. A resolution to award bid # 16-35 and approve a contract with Carnahan-White of Arkansas, LLC in the amount of \$49,983.00 for the construction of the Noland Wastewater Treatment Plant effluent pond security fence project, and to approve a project contingency in the amount of \$5,000.00.
3. A resolution to award bid # 16-40 and approve a contract with Stearman Roofing & Sheet Metal, LLC in the amount of \$30,540.00 for the installation of a new roof for the Central Fire Station at 303 West Center Street.
4. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$4,356.00 and increasing the related expense budget.
5. A resolution to award bid # 16-41 and authorize the purchase of two 2016 Toyota Tacomas from Steve Landers Toyota NWA of Rogers, Arkansas in the total amount of \$42,800.00 for use by the Water and Sewer Operations Division.
6. A resolution to approve a contract with Govdeals, Inc. for online auction services through June 22, 2017, and any future renewal periods, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement.

7. A resolution to approve an extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services for up to three (3) months in an amount not to exceed \$41,250.00, and to approve a budget adjustment.
8. An ordinance to rezone lots 7, 8, 9 and 10 of the McMillan Estates Subdivision of the City of Fayetteville encompassing approximately 16.2 acres located at McMillan Drive from C-2, Thoroughfare Commercial and UT, Urban Thoroughfare to P-1, Institutional subject to the attached bill of assurance.
9. A resolution to award bid # 16-38 and approve a contract with APAC-Central, Inc. in the amount of \$2,574,815.20 for the construction of improvements to Old Wire Road from Mission Boulevard to Ash Street, to approve a project contingency in the amount of \$386,222.00, and to approve a budget adjustment.
10. An ordinance to approve VAC 16-5440 submitted by Jorgensen and Associates, Inc. for property located at 2514 North New School Place to vacate portions of a utility easement.
11. An ordinance to rezone that property described in rezoning petition RZN 16-5438 for approximately 185 acres located at 1094 East Drake Street from R-O, Residential Office, R-A, Residential Agricultural and C-2, Commercial Thoroughfare to UT, Urban Thoroughfare.
12. An ordinance to rezone that property described in rezoning petition RZN 16-5441 for approximately 2.71 acres located at the northwest corner of Mount Comfort and Salem Road from R-A, Residential Agricultural to CS, Community Services.
13. An ordinance to rezone that property described in rezoning petition RZN 16-5448 for approximately 8.08 acres located at 2050 South School Avenue from RSF-4, Residential Single Family, 4 Units Per Acre and C-2, Commercial Thoroughfare to CS, Community Services.
14. A resolution to approve change order no. 12 to the contract with Crossland Construction Company, Inc. in the amount of \$436,555.00 to add the construction of a parking lot, sidewalk and associated road improvements at the Regional Park, to approve an additional project contingency in the amount of \$80,202.00, and to approve a budget adjustment.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, July 5, 2016

5:30 PM

City Hall Room 219

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions:****A. Consent:****A. 1** [2015-0650](#)

APPROVAL OF THE JUNE 21, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0303](#)**MCCLELLAND CONSULTING ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$93,900.00 FOR SURVEYING SERVICES ASSOCIATED WITH THE GARDEN PARK APARTMENTS WATER LINE PROJECT, THE POPLAR STREET/EASY STREET SEWER LINE PROJECT, THE GREGG STREET/FULBRIGHT SEWER PROJECT, AND THE KITTY CREEK SEWER LINE PROJECT

Attachments: [MCCLELLAND CONSULTING ENGINEERS, INC.](#)

A. 3 [2016-0279](#)**BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:**

A RESOLUTION TO AWARD BID # 16-35 AND APPROVE A CONTRACT WITH CARNAHAN-WHITE OF ARKANSAS, LLC IN THE AMOUNT OF \$49,983.00 FOR THE CONSTRUCTION OF THE NOLAND WASTEWATER TREATMENT PLANT EFFLUENT POND SECURITY FENCE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00

Attachments: [BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC](#)

A. 4 [2016-0295](#)**BID # 16-40 STEARMAN ROOFING AND SHEET METAL, LLC:**

A RESOLUTION TO AWARD BID # 16-40 AND APPROVE A CONTRACT WITH STEARMAN ROOFING & SHEET METAL, LLC IN THE AMOUNT OF \$30,540.00 FOR THE INSTALLATION OF A NEW ROOF FOR THE CENTRAL FIRE STATION AT 303 WEST CENTER STREET

Attachments: [BID #16-40 STEARMAN ROOFING AND SHEET METAL, LLC](#)

A. 5 [2016-0304](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,356.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 6 [2016-0301](#)**BID # 16-41 STEVE LANDERS TOYOTA NWA:**

A RESOLUTION TO AWARD BID # 16-41 AND AUTHORIZE THE PURCHASE OF TWO 2016 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA NWA OF ROGERS, ARKANSAS IN THE TOTAL AMOUNT OF \$42,800.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID # 16-41 STEVE LANDERS TOYOTA NWA](#)

A. 7 [2016-0310](#)**GOVDEALS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES THROUGH JUNE 22, 2017, AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: [GOVDEALS, INC.](#)

A. 8 [2016-0298](#)**ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION:**

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES FOR UP TO THREE (3) MONTHS IN AN AMOUNT NOT TO EXCEED \$41,250.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION](#)[BA ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION](#)**B. Unfinished Business:****B. 1** [2016-0294](#)**PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE PARKING LOT:**

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS ON SOUTHERN END

Attachments:[Alderman Petty - West Avenue Parking Lot Resolution](#)[Exhibit A - Proposal](#)[ADDITIONAL: PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST A](#)

This resolution was tabled at the June 21, 2016 City Council Meeting to the July 5, 2016 City Council Meeting.

B. 2 [2016-0225](#)**C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):**

AN ORDINANCE TO REZONE LOTS 7, 8, 9 AND 10 OF THE MCMILLAN ESTATES SUBDIVISION OF THE CITY OF FAYETTEVILLE ENCOMPASSING APPROXIMATELY 16.2 ACRES LOCATED AT MCMILLAN DRIVE FROM C-2, THOROUGHFARE COMMERCIAL AND UT, URBAN THOROUGHFARE TO P-1, INSTITUTIONAL SUBJECT TO THE ATTACHED BILL OF ASSURANCES

(LEFT ON FIRST READING)

Attachments:

[C-PZD 16-5408: \(WEDINGTON & MARINONI DR/CROSS CHURCH\)](#)

[Exhibit C - RZN 16-5408 Updated PZD Booklet1](#)

[Exhibit D - RZN 16-5408 Updated Master Plan Drawings1](#)

[ADDITIONAL: C-PZD 16-5408 WEDINGTON & MARINONI DR CROSS CHURCH](#)

This Ordinance was left of the first reading at the June 21, 2016 City Council Meeting.

C. New Business:**C. 1** [2016-0302](#)**BID # 16-38 APAC-CENTRAL, INC.:**

A RESOLUTION TO AWARD BID # 16-38 AND APPROVE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$2,574,815.20 FOR THE CONSTRUCTION OF IMPROVEMENTS TO OLD WIRE ROAD FROM MISSION BOULEVARD TO ASH STREET, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$386,222.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[BID # 16-38 APAC-CENTRAL, INC.:](#)

[BA BID # 16-38 APAC-CENTRAL, INC.:](#)

C. 2 [2016-0306](#)**VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):**

AN ORDINANCE TO APPROVE VAC 16-5440 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2514 NORTH NEW SCHOOL PLACE TO VACATE PORTIONS OF A UTILITY EASEMENT

Attachments:

[VAC 16-5440 \(2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL\)](#)

C. 3 [2016-0308](#)**RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5438 FOR APPROXIMATELY 185 ACRES LOCATED AT 1094 EAST DRAKE STREET FROM R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL AND C-2, COMMERCIAL THOROUGHFARE TO UT, URBAN THOROUGHFARE

Attachments: [RZN 16-5438: \(1094 Drake St./Pendergraft\)](#)

C. 4 [2016-0307](#)**RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5441 FOR APPROXIMATELY 2.71 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT AND SALEM ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO CS, COMMUNITY SERVICES

Attachments: [RZN 16-5441 \(NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER\)](#)

C. 5 [2016-0309](#)**RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5448 FOR APPROXIMATELY 8.08 ACRES LOCATED AT 2050 SOUTH SCHOOL AVENUE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND C-2, COMMERCIAL THOROUGHFARE TO CS, COMMUNITY SERVICES

Attachments: [RZN 16-5448: \(2050 S. School Ave./Harmon\)](#)

C. 6 [2016-0311](#)**CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 12 TO THE CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$436,555.00 TO ADD THE CONSTRUCTION OF A PARKING LOT, SIDEWALK AND ASSOCIATED ROAD IMPROVEMENTS AT THE REGIONAL PARK, TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$80,202.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12](#)[BA_CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12](#)[ADDITIONAL: CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORI](#)**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

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

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

RECEIVED

JUN 29 2016

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Cross Church, Inc., hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable** rely upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to Zoning District P-1 Institutional Uses, primarily church related uses.

2. The structure upon the property will be a single principal structure which will initially be constructed substantially as shown on attached Exhibit A (the "Church Building"). The Church Building will be used as a church, pre-school and other church related activities. Petitioner reserves the right to expand the Church Building, including the expansion(s) as shown on attached Exhibit A, and further reserves the right to construct ancillary structures which are related to the mission of the church.

3. Specific activities will not be allowed upon Petitioner's property include

4. (Any other terms or conditions):

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by

Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, BEN R. Mayes, Treasurer - Cross Church as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

6-29-2016
Date

BEN R. Mayes, Treasurer
Printed Name

1709 Johnson Road
Address
Springdale, AR 72762

[Signature]
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 29 day of June, 2016, appeared before me, Milagros Sanabria-Terry a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

[Signature]
NOTARY PUBLIC

My Commission Expires:

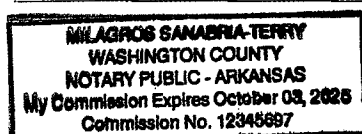
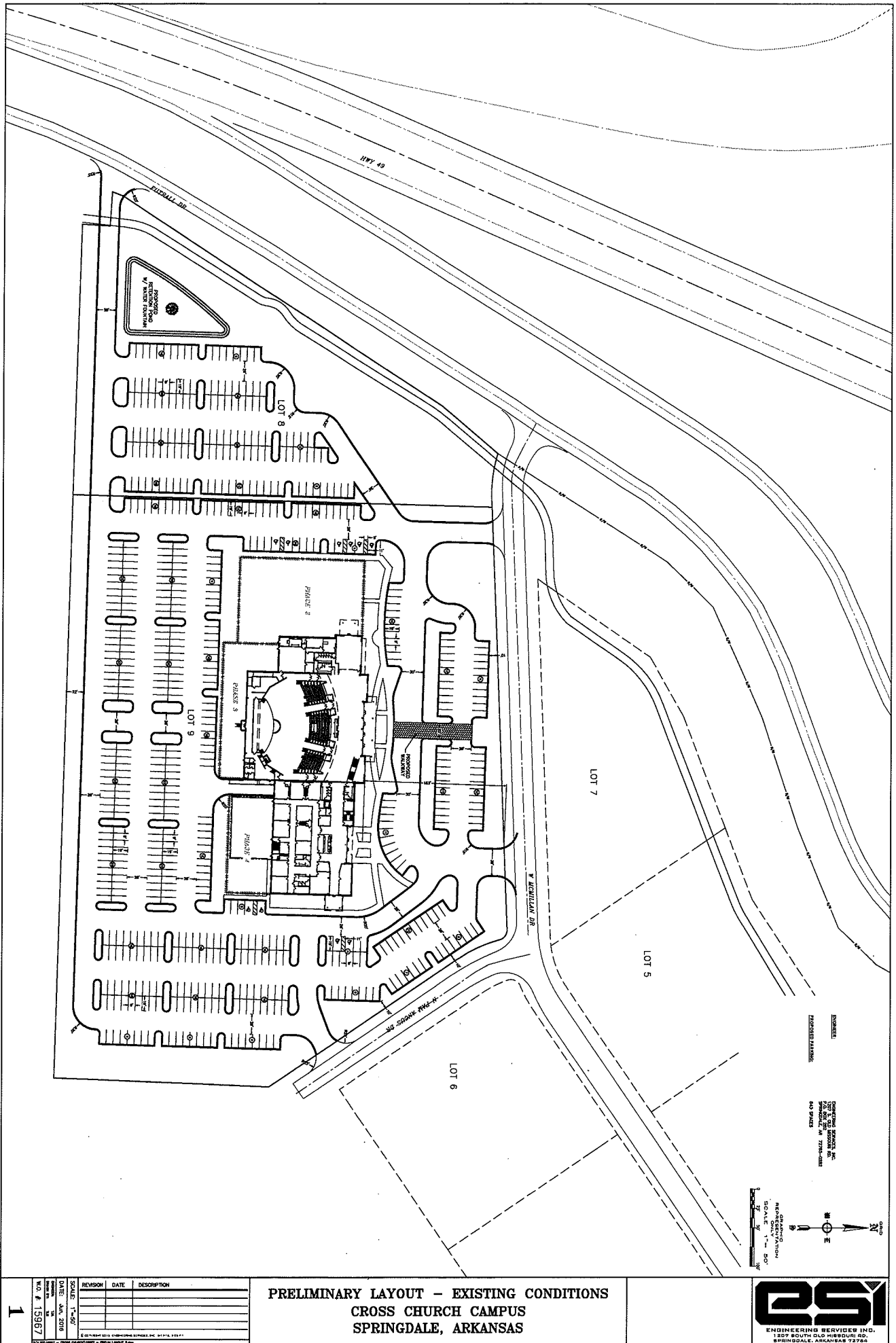


EXHIBIT "A"





FAYETTEVILLE REGIONAL PARK

PHASE ONE MASTER PLAN

FAYETTEVILLE, ARKANSAS

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Alderman Justin Tennant
Ward 3 Position 1

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

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

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

**City of Fayetteville Arkansas
City Council Meeting
June 21, 2016**

A meeting of the Fayetteville City Council was held on June 21, 2016 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Alderman Long was absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

International Institute of Municipal Clerks Certified Municipal Clerk Presentation and Arkansas City Clerks, Records, and Treasurers Association Certified Arkansas Municipal Clerk Presentation - Sherri Gard, Fort Smith City Clerk and ACCRTA President.

Sherri Gard, Fort Smith City Clerk and ACCRTA President: The reason for my visit is to recognize one of your employees. We are so proud of Kim Johnson, Senior Clerk Codifier in the City Clerk office. She has attained designations of Certified Municipal Clerk and Certified Arkansas Municipal Clerk. It takes at least three years of education and training to attain those designations. It is my honor to recognize Kim for the hard work and dedication to achieve this.

Kim Johnson, Senior Clerk Codifier: Thank you very much.

Mayor Jordan: The Clerk's office does a wonderful job here. Thank you Sondra and Sherri. Congratulations, Kim.

Consent:

Approval of the June 7, 2016 City Council Meeting Minutes.

Approved

CDBG Program Income: A resolution to approve a budget adjustment in the total amount of \$7,375.00 representing CDBG program income received from a housing program lien payoff plan, energy efficiency rebates from SourceGas and donations from citizens and local businesses.

Resolution 123-16 as recorded in the office of the City Clerk

Assistance to Firefighters Grant (FEMA): A resolution to authorize the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$613,637.00 for the purchase of a Mobile Training Simulator System for the Fire Department, and to approve a budget adjustment to provide for matching funds in the amount of \$61,363.00 and a project contingency in the amount of \$27,000.00.

Resolution 124-16 as recorded in the office of the City Clerk

Federal and State Law Enforcement Forfeitures and a Refund: A resolution to approve a budget adjustment in the total amount of \$23,435.00 recognizing revenue associated with federal and state law enforcement forfeitures and a refund from EOTech for defective rifle optics.

Resolution 125-16 as recorded in the office of the City Clerk

Fayetteville Police Department Donations: A resolution to approve a budget adjustment in the total amount of \$2,400.00 recognizing donation revenue to the Fayetteville Police Department in support of officer recognition.

Resolution 126-16 as recorded in the office of the City Clerk

Gallagher Benefits Services: A resolution to approve the annual renewal contract with Gallagher Benefits Services in the amount of \$57,600.00 for the provision of city employee benefits broker services.

Resolution 127-16 as recorded in the office of the City Clerk

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

Unfinished Business:

Amend §72.58 Off-Street Parking Facilities; Rules and Rates: An ordinance to amend §72.58 **Off-Street Parking Facilities; Rules and Rates (M)** to limit the Mayor's authority to assign any city owned paid parking lots or on-street paid parking spaces within the Entertainment District or the closure of city streets for the use of a permitted special event to not more than two (2) days per year without express approval of the City Council. *At the May 17, 2016 City Council Meeting this item was moved to the June 21, 2016 meeting. Left on the Second Reading at the April 5, 2016 City Council Meeting and Tabled until the May 17, 2016 City Council Meeting. At the March 1, 2016 City Council Meeting, this ordinance was left on the second reading and. Tabled to April 5, 2016. This Ordinance was left on the first reading at the February 16, 2016 City Council meeting.*

City Attorney Kit Williams: The Ordinance Review Committee has met and they have a recommend amendment. It has been submitted to all the City Council members. If it is satisfactory, I would like to see a motion to amend.

Alderman Petty moved to amend to the version recommended by the Ordinance Review Committee. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-1. Alderman Gray, Marsh, Kinion, Petty, Tennant and Schoppmeyer voting yes. Alderman La Tour voting no. Alderman Long was absent.

City Attorney Kit Williams read the ordinance.

Peter Nierengarten, Sustainability & Resilience Director gave a brief description of the ordinance.

Alderman La Tour: I have reservations about this proposal. All of the notification provisions of the proposal, I like. I like that people know what is going on in their neighborhood. I would not even object to an appeals process, but by bringing it to the City Council, you open that process up to some possible undesirable results. During the debate we were having at the Ordinance Review Committee, somebody made the comment that this would give the people of Fayetteville the opportunity to decide what really fits for Fayetteville. That can be a thinly disguised question of do we like the promoter's politics or do we like the promoter at all. I don't want it to become a political event. If we bring it before the City Council, it will be a political event. I feel better having it in the Mayor's office. I trust Mayor Jordan and his staffs' ability to choose things that are good enough for our city. I didn't see any big problems with the existing festivals and events that we have. The Mayor's email and phone number are on the internet and you can contact him to talk about any concerns.

Alderman Marsh: Members of the Council have been presented with a petition of over 800 signatures of citizens and stakeholders that do not feel the existing permitting process for large scale events is adequate. We are attempting to provide additional screening and notification as part of that process by putting the burden on the festival owners to go out and notify the community. It also allows feedback whether the community is supportive or not of that event on the form. They would submit that to a clerk's office and the City Council would have an opportunity to see if this event is popular or unpopular. If we are finding it is an unpopular event, we have the opportunity

to come together as a community and figure out what we can do to make that event more palatable to the people who are most directly affected by it in the downtown area. It is a good compromise that puts the burden of notification on the event organizer. It gives an opportunity for the community to weigh in and for the people's representatives to step in and call for additional reviewer oversight. It is a good compromise that can help us better manage our festival policy.

Alderman Tennant: As Chairman of the Ordinance Review Committee, I wasn't convinced that there was anything wrong with the current situation we had. Mayor Jordan does a really good job with weighing the pros and the cons before he does the festivals. I don't have a problem with the current situation. When I started thinking about the future, it made me compromise. At some point, we will have another Mayor. If that Mayor doesn't like motorcycles or coffee, you never know what is going to happen. This could at least give us another mechanism. It is important to keep the appeal process quick, so it wouldn't be a big burden on the festival organizers.

Alderman Gray: I agree with Alderman Tennant. Thank you to Peter Nierengarten and our staff who have worked so hard to come up with these rules and regulations. They are excellent. I will be supporting the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-2. Alderman Gray, Marsh, Kinion, Petty, Tennant and Mayor Jordan voting yes. Alderman Schoppmeyer and La Tour voting no. Alderman Long was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: I'm dealing with the 2010 Council direction. I have pretty much let you all decide what you want to do on your own property. You are the landlords of the property and we manage it the best that we can. If there is anything over eight hours, we will send you out a notification, telling you that I've signed off on it, so we don't get any breakdowns in communication. I will tell you I have signed off on a particular festival, that goes over eight hours, and then you've got seven days to do whatever you think you need to do.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-2. Alderman Gray, Marsh, Kinion, Petty and Tennant voting yes. Alderman Schoppmeyer and La Tour voting no. Alderman Long was absent.

Ordinance 5881 as recorded in the office of the City Clerk

Falling Waters Appeal: An ordinance to rezone that property described in Rezoning Petition RZN 16-5385 for approximately 35.31 acres on Dead Horse Mountain Road from R-A, Residential Agriculture to RSF-2, Residential Single Family, 2 units per acre subject to a Bill of Assurance limiting development to 51 homes. *At the June 7, 2016 City Council Meeting this item was left on first reading until the June 21, 2016 City Council Meeting. At the May 17, 2016 this item was left on the first reading.*

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

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: There are some additional limitations in the new Bill of Assurance that was submitted to us today.

Jonathan Curth, Senior Planner: The new Bill of Assurance has a new section. In addition to limiting the number of homes built on the site to 51, it now proposes to include two rain barrels for any house being built and also the reasonable efforts to incorporate low impact development.

Robert Rhoads, Attorney Representing Buffington Homes stated that in the interest of time he was going to have the engineer for the project give a presentation. He asked everyone in the audience that was in support of the project to please stand.

Tom Henley, Engineer for Crafton Tull gave a brief history and description of the project. He spoke about water drainage and flooding in the area and how it will be addressed. He stated that the developers are responsible and they do the right thing.

Alderman Marsh: What is the approximate square foot range of these homes?

Clay Carlton, Developer: We don't have the zoning yet. It is going to be 3,000 to 4,000 square feet.

Alderman Marsh: If these are 3,000 to 4,000 square foot homes, how big are each of those rain barrels going to have to be to handle the 1 year, 24-hour storm?

Tom Henley: The rain barrels won't be designed to handle the 1 year, 24-hour storm. This is why we will be incorporating the rain gardens and bioswales.

Alderman Marsh: My house is about 825 square feet. I've got 2,000 gallons of rain water storage on two outlets and that fills up regularly on a monthly basis. When I see something about committing to doing rain barrels on large houses, it looks like there is not a good understanding of the actual implications of this volume and quantity of water on this site. When I hear the phrase light impact development, instead of low impact development, it makes me doubt that you have a good understanding of what is going to be required.

Tom Henley: I assure you I have a good understanding of it.

Alderman Marsh: Are you a Structural Engineer?

Tom Henley: No, I am a Civil Engineer. I have worked with and continue to work with the city for the past 20 years.

Alderman La Tour: Did you ever intend the rain barrels to be the exclusive remedy for the runoff problem?

Tom Henley: Absolutely not.

Tom Henley gave a brief description of additional remedies for water runoff that will be in conjunction with the rain barrels.

Alderman La Tour: Thank you.

Alderman Kinion: It says that they will make reasonable efforts to incorporate low impact development features. I don't know what the definition of reasonable is.

Tom Henley: We can't make a blanket commitment. There are areas on the site where you can't use that type of low impact development. There is a significant ravine over on the western end of the site.

Alderman Kinion: The velocity is what I'm most concerned about. I think this is a good plan, but just the vagueness of it is where my concern is. It makes me feel that I can more likely support this knowing the sensitive nature of the management of the runoff there right into an impaired waterway. We need to manage the velocity. I'm looking for a better definition of what one might find reasonable and practicable in order to make their decision.

Tom Henley: The intent is to give you some sort of assurance that we are making a good faith effort to work with staff. We are dealing with a piece of property that is adjacent to a traditional development. We can discharge water into a pipe and that pipe may not be able to handle what we are throwing at it. We are required to not exceed what the capabilities of that drainage system is, whether it is a pipe, ravine, or a creek on the golf course. We fully intend on coordinating with the course manager to find out where the problem areas are and to do whatever we can. I know we are speaking in vague terms, but this site has not had a preliminary drainage report done. I can't commit to anything other than we will do everything we can to incorporate those where they make sense and where they are practical.

Alderman Kinion: I'll certainly take that for the record. I still have to think about it. When we worked on the revision of the low impact development stormwater drainage, we talked extensively about this so that it could be incorporated if someone committed to it, to manage this type of flow. It would be nice if you were committed to that.

Tom Henley: We are committed to incorporating low impact development features in this development. To what level, I can't speak to that. There are so many other things that play into that such as tree preservation, slopes and utility locations.

Alderman Kinion: Thank you.

Alderman Petty: I appreciate the Bill of Assurance. I take it on good faith you are going to do what you say you are going to do. I have a request of staff. I realize that this is just zoning and

we're not into development considerations, but I want to preview a change in policy that staff should consider with regards to this and other development proposals. This Bill of Assurance references the runoff that is due to the building footprints. A big portion of the runoff from this development, if it were to be approved, is going to be from the new infrastructure itself. The policy at the city right now is that while developers have to address water quality and peak flow issues that's created from the infrastructure itself in addition to the buildings, those treatment facilities can't be placed within the right-of-way even though that is where the infrastructure is located. In a lot of cases that may mean the most sense. I hope we can get a commitment from staff to say that if the Council approves this project that they are also going to work with the developer to put these facilities in the best locations. Even if it means changing the policy and allowing them in the right-of-way.

Jay Ray, 2050 South Cherry Hills Drive voiced his concerns about flooding in the area. He spoke in opposition of the ordinance.

Jim Lilly, 1863 South Cherry Hills Drive gave a historical review of the project. He stated he isn't going to ask City Council to vote for or against the ordinance.

Jeane Stutzman, 3970 Spyglass Hill Drive: The 35 acres that is being rezoned, what is happening with the zoning up the rest of the side of that hill?

Jonathan Curth: The proposed zoning is only for the site in question. The rest will remain Residential Agriculture.

Jeane Stutzman: The Buffington Group owns the whole side, but the rezoning would only be for that 35 acres?

Jonathan Curth: It's only to the subject property in question.

Mayor Jordan: We don't know what they are going to bring until they bring something later on.

Jeane Stutzman: We spoke of that the evening they were out in our neighborhood. We asked them what the plan was for the rest of the hillside. Nobody could or would say. As a person who could buy one of those lots, if I wanted to cut down all of the trees on my lot, I would have the right to do that?

Mayor Jordan: You do.

Jeane Stutzman: You can't keep anybody from cutting down trees on their lot.

Mayor Jordan: The Hillside ordinance is a little different. Is that correct, Jonathan?

Jonathan Curth: Yes. You can remove the trees, but eliminate your development rights.

Jeane Stutzman: I don't know what eliminating your development rights means?

Jonathan Curth: Your ability to add on to a house or somehow change the footprint of the structure on the property.

Jeane Stutzman: You can remove all the trees and have a clear lot?

Jonathan Curth: Unless there is a tree preservation easement on the property.

City Attorney Kit Williams: The city won't stop you from doing that. The landowner can have restrictive covenants on their property. All of the landowners are bound to restrictive covenants and we don't know what they are. It is something between the developers and landowners.

A discussion followed about restrictive covenants.

Jeane Stutzman voiced her concerns about the traffic.

Larry Altman, 2059 South Cherry Hills Drive voiced his concern that once it is approved and built, it will be used to justify developing the rest of the mountain.

Ed Williams, Stonebridge Meadows reviewed the history of the project. He believes City Plan 2030 is a well thought out plan. He voiced his environmental concerns.

Wanda Altman, 2059 South Cherry Hills Drive stated the land should be protected under the City Plan 2030.

Tim McFarland, 2000 East Magnolia stated Clay Carlton has paid his interest for many years. He stated the neighbors need to think about that. He believes if the real estate is given back and not paid, then the real estate goes down for everyone in the neighborhood. He spoke about legal remedies and litigation.

Steve Clark, Fayetteville Chamber of Commerce President stated that the developers are very loyal to the City of Fayetteville. He stated they own this investment and they have a right to develop it. He spoke in favor of the ordinance.

Alderman La Tour stated traffic problems indicate where people want to be. He stated let's not kill a development because it will increase traffic. He spoke about repairing substandard roads and drainage. He believes the developers should be allowed to develop their land.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh: I will not be supporting this proposal. The revised Bill of Assurance, where they are committing to use low impact development strategies, they've provided no objective

metrics. We have no measurable standards to enforce this Bill of Assurance. City staff and the Planning Commission have recommended we deny this rezoning. I support their findings. This proposal is in direct contradiction to our 2030 City Plan. Preventing pollution and sedimentation is cheaper than cleaning it out of our watershed.

Mayor Jordan requested for City Attorney Kit Williams to speak about investments that property owners make.

City Attorney Kit Williams: There was an argument that says since they had invested so much money to bring utilities and water underneath the White River, maybe they should be given some credit for that and be allowed to develop their property. I didn't realize the Supreme Court has said that is probably a vested right, to do at least a partial development of their property. It is my duty as Fayetteville City Attorney to caution you when an action, that might be taken, could result in substantial monetary exposure and litigation danger. These are unusual circumstances with this PZD, with this request now for a rezoning, because of the substantial cost they incurred to try to complete their PZD. They invested money to drill underneath the river and other improvement cost on infrastructure. This investment they made could trigger what is called, Vested Property Interest in the right to develop their property.

There was a case in West Memphis that involved a mobile home park and 25 spaces, but the investment was much less. The Supreme Court said they did have vested rights. West Memphis was trying to deny them the right to complete their mobile park. The Supreme Court said, attempts to deprive the owner of a preexisting use had been regarded as unconstitutional as a taking of property without compensation and in violation of due process. I think there is a possibility of significant litigation, damages, and attorney fees, you need to carefully consider these factors. For 16 years I have preached caution to the City Council when it comes to issues like this where our citizens could have to pay a substantial amount of money. There has been a substantial investment in this property. If they aren't allowed to economically develop any of it, then that exposes our citizens to substantial damages. It is much safer and advisable to approve this rezoning. I believe they have a vested interest that we can't take away without paying damages for them. Mr. Rhoads hasn't threatened me with lawsuits. It is my duty to advise the City Council and because I represent all citizens of Fayetteville they have a right to know about this particular issue.

Alderman Petty: Kit, do we need to adopt the new Bill of Assurance?

City Attorney Kit Williams: I don't think you do. It has been offered. When I read the ordinance for the third time and said, subject to the Bill of Assurance, this means the Bill of Assurance has been offered at this meeting. The City Clerk has the original copy. It is offered by the applicant, rather than anything we do. Mr. Rhoads needs to confirm that the most recent one has been presented to the City Clerk is the one they are offering.

Alderman Petty: To what extent does their current right to develop the property at one home per two acres mitigate your concern?

City Attorney Kit Williams: I'm concerned, because from a practical point of view the amount of infrastructure that will have to be built, the road frontage that is required under Residential

Agricultural, and the two acre lots that's required. I think they would make the argument that it's not a feasible way they could develop their property. Even though they have a technical right to develop, and if they were in a field somewhere maybe they could afford to do that, but on a mountain side, they would make an argument that it's not a feasible way they could develop their property economically. A rezoning to R-2 which is only half of dense to the property owners that are right abutting them, it is actually half as dense as what the zones are right above them with the people that are complaining that there should be no zoning on this beyond R-A. I think that would not probably save us. There is enough experience with the applicants and engineers to make a strong argument that it would be very difficult to feasibly develop under an R-A zoning.

Alderman Petty: I'm generally opposed to approving any kind of rezoning's that are out so far on the edge of town. It makes me uncomfortable to have to vote on this tonight. I was hopeful we would take this up in another two weeks so staff would have some time in the current context to consider changing the policy allowing stormwater facilities within the right-of ways. I'm going to support this because of Kit's legal reasoning. That is about the only way I could justify overturning a Planning Commission decision. They aren't charged with considering those legal ramifications. I think they made the right call and staff made the right call. I would make the same call absent of what our City Attorney has told us tonight. I can't see myself supporting a rezoning for more of the land that is owned as part of this property in the future. I'll meet with Planning Commissioners and city staff about stormwater facilities to try and garner support for policy change.

Alderman Gray: It is our responsibility as a city to manage the flooding situation. Changes are going to come and we have managed other huge drainage problems. I have faith we can manage that one in Ward 1. We do not need to allow that particular problem to tie the hands of these fine young men. Instead of letting the bank take over, they have stretched themselves to pay the interest for all these years and have a huge investment. I'm glad our attorney has pointed out to us the fact that we could be liable.

When citizens put their faith in us and we change the rules in the middle of the game, we need to be held accountable. I appreciate this Bill of Assurance. I have faith these developers will do exactly what they have told us they will do. I'll remember this during budget time. I want more money in the budget to handle drainage. As a city we have to help our Stonebridge Meadows community deal with this drainage problem. Our 2030 City Plan and ordinances are guidelines for us as a government. I lean heavily on our staff, but it is our responsibility to look at all of the things that impact a project.

Alderman Kinion: As we move forward and we are looking at more development, we have to consider the impact of zoning based on what we are faced with today. If we wanted to appreciate the history of a property, we would do away with all zoning and go back to what we had when we developed the center of our Downtown initially. We haven't changed the rules. A PZD expired and that was a rule. There were a lot of elements that caused that to occur. It is hard for me to overturn the expertise of our Planning staff. It's hard for me to question the sound arguments that were offered by the Planning Commission. We are faced regularly at the Water & Sewer Committee with the management of an impaired waterway. The West Fork of the White River directly impacts this. Looking at these issues it is very hard for me to support this. On the other hand, I don't want us to be faced with the litigation. I requested for this to come before us as a

PZD. As a PZD we can look at the total development of the plan. We have more assurances than just some vague stormwater management. I'm going to take their word for it because I don't want the litigation. I'm going to support this, but we didn't change the rules. In the future we are going to have to look at the management of the topography, of the unique environmental issues we are faced with, and the impact on the neighborhoods. It perhaps is going to cost the city as much to manage the damage that may be caused by future development if they use this model.

Robert Rhoads: Mr. Williams asked me to affirm our Bill of Assurance and I am doing that. The third feature we added today does have subjective portions, but also has objective portions to it as well. The Buffington Home owners, Clay and Mike, know they can sue. Instead of suing they have come here, met with the neighbors, and put out a three time revised Bill of Assurance trying to work with everybody. Hopefully they can recoup some of their money. They want the project to be the finest project the company has ever done and that the City of Fayetteville will be proud they voted for it.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-1. Alderman Gray, Kinion, Petty, Tennant, Schoppmeyer and La Tour voting yes. Alderman Marsh voting no. Alderman Long was absent.

Ordinance 5882 as recorded in the office of the City Clerk

New Business:

Proposals for Development of South End of West Avenue Parking Lot: A resolution to clarify and extend the timeframe to solicit proposals for development of the West Avenue parking lot and to consider parking neutral proposals for sale of smaller parcels on southern end.

Alderman Petty gave a brief description of the resolution. He believes the lot is important to the community. He stated he is worried that there is a politics of allegiance at play. He stated instead of a politics of allegiance, he would like to approach it with a politics of the facts.

Rob Sharp, Architect: I am here on behalf of Brian Reindl who is the landowner that owns the land adjacent to the West Avenue parking lot. This is a chance to fix up this area. If the City Council decides to proceed with future projects, we have a cleaned up square block to work with or if they decide to proceed with a festival space, green space, or a park.

There are compelling reasons to consider this proposal. It is a way to fulfil the dream of the Master Plan from 12 years ago. It is a significant improvement in the experience of the multi-use trail. It squares up the property line where the parcels interface. It is a significant financial return on the city's investment from the initial investment of the land. It adds a landmark building to the downtown area. This is a chance for the private sector to come in with a companion project that is of equal value and quality. My client has an excellent record and he is a local developer. This is parking neutral. This is a project we can do that redistributes parking, but we don't lose any parking. It is a substantial project. It is the best way the city can test out the waters for development and see how the process works.

Alderman Petty: If we were to do something like this, we'd fix the trail. Before even negotiating, just the offer letter would pay back the reserves we used for the parking study more than three times. Property taxes from this project, when completed, would put more than \$80,000 into our school district budget every year. There would be more than \$110,000 to the city and parks development and impact fees. It is parking neutral. The proposal is the kind of thing that ends up on a postcard in the future. With regards to the prior votes. There has been some misinformation about the meaning of the resolution we passed on March 1, 2016. That was a resolution to open a RFP process for this site. I hear from so many people that Fayetteville changes its mind too much to do business here. It is a perception issue. I don't think it is actually true. If as a Council we move forward with offering this small fraction of the lot for sale, we are being very consistent with what we did on March 1, 2016.

Alderman Petty gave a brief overview of the City Council meeting on March 1, 2016. He stated we should look at the parking district as a whole before we consider the whole lot. He stated if we were to develop the lot, it would give us a means to do other improvements in the district that may make some of the existing assets we have more useful. He believes it is critical to maintain a portion of the site as open space for festivals. He favors an incremental approach. He stated they would have the interim results at the beginning of July, which will be before voting on the project. He believes it will give the community time to consider it while the results come in. He stated at the March 15, 2016 City Council meeting it was to fund the parking study. He reviewed the transportation scope description of an analysis of existing and future demand. He spoke about the land sale procedure and appraisal. He believes it is best to do it now and not wait. He stated he is fearful of a politics of allegiance, that has proceeded the facts being presented, is going to argue to us that we should be paralyzed with further analysis. He doesn't want to vote on the resolution until the parking results are in hand.

Sarah Sparks Diebold, 1662 East Amber Drive: Do we know the actual dates that the physical parking study was conducted?

Peter Nierengarten, Sustainability & Resilience Director: April 28th and April 30th.

Sarah Sparks Diebold: Those were the only two dates?

Peter Nierengarten: Those were the only two dates.

Sarah Sparks Diebold: In regards to the appraisal. Was there analysis made to different values per space? Are the spaces on the Dickson Street frontage valued at a higher price per square foot than those in the back corner?

Alderman Petty: It wasn't broken out that way. The appraiser looked at the land as though it was raw land and that it was developable for any uses allowed in the zoning code. My belief would be that the spaces closest to Dickson are the most valuable.

Sarah Sparks Diebold: Was there any consideration on financial analysis in reference to the city's financial well-being about the lost tax revenue from area businesses relocating due to a lack of parking?

Mayor Jordan: I do not know the answer to that question, but I would not think so.

Don Marr, Chief of Staff: I don't believe so.

Mayor Jordan: We can look into it.

Don Marr: All we have done on the parking is calculated per space revenue generated for the full year divided by the number of spaces. \$400 per space in event parking, \$900 per space on the meter revenue for a total of \$1,300 per space for that lot.

Mayor Jordan: We are supposed to get some preliminary numbers by the end of the month. Is that correct Chris?

Chris Brown, City Engineer: That is correct.

Sarah Sparks Diebold: On behalf of the Dickson Street Merchants Association, I ask that we delay making any decisions about this in any capacity until we get the comprehensive parking study back.

Mayor Jordan: The Transportation study as a whole will not be ready until next year.

Chris Brown, City Engineer gave a brief description of what the city will receive at the end of this month.

Mayor Jordan: There is the overall Transportation plan, but then there's the parking end of it. Is that going to come in any quicker?

Chris Brown There are other parts to the plan. In the Fall we will start to see some of the initial concepts. By the end of June, we should get the initial demand analysis. That way we know what the current and future demand is on a preliminary basis.

Mayor Jordan: Those are not the finalized numbers?

Chris Brown: They aren't the final numbers. The other big part of the parking that we have talked about is the Entertainment District versus the downtown and the management of that. There is still a lot of work to be done.

Sarah Sparks Diebold spoke about economic development in the area. She spoke about the parking problem at the University of Arkansas. She believes there needs to be a comprehensive view before picking off parking spaces from key lots. She discussed the Regional Sports Park and WAC bond initiative. She requested for Council take a step back and wait for all the clear facts before moving forward with the RFP process to avoid any legal situations.

Hunter Haynes, 4796 Prestwick stated he struggled why this is even being presented. He spoke in opposition of the resolution.

Steve Clark, Fayetteville Chamber of Commerce President: This proposed development came to our attention months ago. At the time it was presented to us we thought it had lots of potential and promise. Our concerns were about parking. From the Chambers perspective, we need more parking. We don't see that this project does anything to hinder the advancement of what we are trying to do to address the parking issue and what we are trying to do to advance that sense of place that is Fayetteville. We think this is a good project if you are advancing economic development.

Barbara Taylor, City appointee on the Walton Arts Center Council strongly encouraged the city to complete the comprehensive parking study for the Entertainment District before any development of the parking lot is considered.

Alderman Tennant: Do you have a timeline of when the Walton Arts Center will be completed and fully operational?

Barbara Taylor: Yes, November of 2016.

Carl Collier, 2165 Manor Drive questioned what the hurry was and that it shouldn't be rushed. He voiced his concerns about the loss of parking spaces. He spoke in opposition of the resolution.

Alderman Tennant: How long have you been a part of the Dickson Street community and how long has Colliers been open?

Carl Collier: Since May 26, 1950. In general, we have been in Fayetteville since 1917. That is with experience on the square and all the way to Dickson Street. We want you to wait for the full parking study.

Alderman Marsh: I think this is an excellent proposal. This project allows us to put more residents and businesses Downtown. I am less concerned with providing parking spaces than I am in providing reasons for people to live, shop and work Downtown. People will find ways to get desirable locations. This land is too valuable to be leaving vacant.

Alderman Petty stated that they need to have the existing and future demand analysis in hand before voting. He outlined the two part proposed resolution. He stated people choose a community before choosing a job.

Alderman La Tour stated he liked the idea of development and moving forward. He stated he liked what he's seeing with this development. He said the time frame can be debated, but doesn't want to do something that they will regret later. He spoke about the economic value of the land. He voiced his support for a public-private partnership doing something good for the city. He stated he trusted Rob Sharp's evaluation.

Alderman Tennant: I have never seen Alderman Petty so passionate or bullish on one particular project. I believe he is always thinking of what is best for the ward he represents. Matthew, I don't appreciate the insinuation when you mentioned politics of allegiance. It indicates to me that you think our votes are somehow geared because we are friends or relatives with people. I don't think

that comment was necessary and I resent it. I don't intend to be talked to by you or anybody else at this table like that.

I like this particular project in the way it looks. It may be exactly what we need in that spot at some point. I'm not convinced that we should be in a hurry. I should have an allegiance to the Dickson Street Merchants Association, Dickson Street Improvement District, and the Walton Arts Center who have said we need to slow down and wait on this. The Walton Arts Center is going through a huge expansion that will be finished in November. It will be a game changer for the part of the country we live in. I want to be real careful because as they develop that small theatre there will be ideas of festivals that spill out into the streets. As a business person, if I could spend \$337,000 and in 3.5 years have that huge debt paid off, I could have investors by noon tomorrow that would go in on that one with me. It seems extremely cheap. I want to wait for this initial study and I want to wait until the Walton Arts Center opens.

Alderman Petty: I apologize Alderman Tennant if I miscommunicated what I meant by that term. It's no accusation on any of my colleagues up here. I am confident that all of us make decisions we feel are the best and aren't bound by allegiance. I used those words because I haven't been able to get a phone call with some people. They have organized without talking or considering all the facts that have been presented tonight.

Alderman Tennant: Thank you.

Alderman Petty moved to table the item to the July 5, 2016 City Council meeting. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-0. Alderman Long was absent.

This resolution was tabled to the July 5, 2016 City Council meeting.

Energy Improvement District No. 1 Membership Agreement: An ordinance to authorize Mayor Jordan to sign a membership agreement allowing the City of Springdale to become a member of Energy Improvement District No. 1, and to amend §33.381 **Board of Directors, Membership, Terms of Office** of Article XXVI **Energy Improvement District No. 1** to provide for the City of Springdale's representation on the Board of Directors.

City Attorney Kit Williams read the ordinance.

Peter Nierengarten, Sustainability & Resilience Director gave a brief description of the ordinance.

Alderman Marsh: This is a welcomed development for our Energy Improvement District. We are seeing some initial success with it. This will help facilitate a regional cooperation on energy issues between our two cities. This will help us attract more contractors to join our program because they will have a larger service space. It will give our customers more choices as to who they would like to contract with. This is a win for our Energy Improvement District.

Mayor Jordan: That it is. Very good.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5883 as recorded in the office of the City Clerk

Wayfinding Signs, Poles and Appurtenances: An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of wayfinding signs, poles and appurtenances from Architectural Graphics, Inc., in an amount not to exceed \$122,930.98, and to approve a budget adjustment.

City Attorney Kit Williams read the ordinance.

Alan Pugh, Staff Engineer gave a brief description of the ordinance.

Alderman La Tour: I would like for you to describe for us those extraordinary circumstances that require us to waive the requirements for competitive bidding.

Alan Pugh: We have an existing program where signs were installed and produced by Architectural Graphics, Inc. Other municipalities in the region have gone forward with competitive bidding for other manufactures to produce that signage for them. Unfortunately, it did not match the existing signage that they had. Those communities made the decision to scrap that signage and go back and waive competitive bidding to use Architectural Graphics, Inc. We are trying to avoid that issue with the limited funding we have and be ensured that it does match.

Alderman La Tour: The issue is uniformity?

Alan Pugh: It is.

Alderman La Tour: They want the signs all along the trail, whichever municipality, to be the same?

Alan Pugh: Yes. This is a regional program. These signs have to be approved by the region.

Alderman La Tour: Thank you.

Don Marr, Chief of Staff: We paid set up fees with the vendor for the original wayfinding signage. That fee will be avoided by our repetitive orders. This is a cost saving mechanism, as well as consistency.

Alan Pugh: This is for materials only.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5884 as recorded in the office of the City Clerk

RZN 16-5386 (North of 1110 N. Frontage Rd./Lindsey Properties): An ordinance to rezone that property described in rezoning petition RZN 16-5386 for approximately 6.40 acres located north of 1110 North Frontage Road from C-1, Neighborhood Commercial to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. Staff and the Planning Commission recommend approval.

Hugh Jarratt, Representing Applicant: The visibility from Toys R Us and Barnes & Noble really hurts the commercial aspect of this parcel. There are traffic outlets all over the place that can disperse the traffic.

Alderman Marsh: I appreciate the applicant requesting a form based zone. It will be good to have more residents, as well as variety of other mixed uses in this area. I hope we can work towards making it more pedestrian friendly.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5885 as recorded in the office of the City Clerk

RZN 16-5425 (NW Corner of Mill Ave. & South St./Thurmond-Quinlan): An ordinance to rezone that property described in rezoning petition RZN 16-5425 for approximately 1.84 acres located along the northwest corner of Mill Avenue and South Street from R-O, Residential Office, and RMF-24, Residential Multi Family, 24 units per acres to DG, Downtown General.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. Staff and the Planning Commission recommend approval.

Alderman Kinion: The rezoning is excellent in the area. From the Water & Sewer Committee point of view there is not any current main line down South Street. As we move forward we are going to have to seriously consider how we are going to manage that. This is an area where we are talking about the importance of upgrading our infrastructure. I am in favor of this.

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

City Attorney Kit Williams read the ordinance.

Brian Teague, Community by Design requested for the item to be approved at tonight's meeting.

Alderman Marsh: I am happy to see another proposal for appropriate infill coming to Ward 1. We need some redevelopment in this area.

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan: I have received some good calls on this.

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

Ordinance 5886 as recorded in the office of the City Clerk

VAC 16-5424 (NW Corner of Mill Ave. & South St./Thurmond-Quinlan): An ordinance to approve VAC 16-5424 submitted by Allison Thurmond-Quinlan for property located at the northwest corner of Mill Avenue and South Street to vacate street right-of-way.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner gave a brief description of the ordinance. Staff and the Planning Commission recommend approval.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5887 as recorded in the office of the City Clerk

C-PZD 16-5408 (Wedington & Marinoni Dr/Cross Church): An ordinance to rezone that property described in rezoning petition RZN 16-5408 for approximately 24.60 acres at Wedington Drive and Marioni Drive from C-2, Thoroughfare Commercial and UT, Urban Thoroughfare to C-PZD, Commercial Planned Zoning District.

City Attorney Kit Williams: When this item was placed on the agenda that was the request of the applicant. The applicant has changed their request significantly. All of the commercial development that was being proposed for the Commercial Planned Zoning District is now going to be withdrawn from the request. They are all going to develop under the Urban Thoroughfare requirements. The remaining lots 7, 8, 9 and 10 are owned by the church. The church has changed their request to P-1 Institutional, which is the zone designed for churches. Rather than reading the initial ordinance that was presented, I ask that you amend to what the church has requested.

Alderman La Tour moved to amend to the church request of P-1 Institutional. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-0. Alderman Long was absent.

City Attorney Kit Williams read the ordinance.

Jonathan Curth, Senior Planner: Staff recommends that the Aldermen review the packet provided by the applicant. Staff will withhold any recommendation due to our lack of time to review the proposal.

Ken Hall, Representing Cross Church gave a brief description about the relocation of the church and background information on the property. He spoke about traffic issues.

Don Marr, Chief of Staff stated Alderman Long sent an email to the City Clerk office requesting this item to be left on the First Reading.

Alderman La Tour: Mr. Hall is there some urgency, you said the church is using six or seven places for parking and families are having to walk through parking lots. On streets we are accustomed to looking for cars, but in parking lots, we many times don't look for cars.

Ken Hall: I know it's not only an issue the parishioners of the church recognize, but the city itself. There have been discussions about the hazards that are created. The traffic is an issue. We have had a traffic study completed which shows that the entire subdivision as developed does not create traffic problems. We are outgrowing the facility and need a better location.

Alderman Marsh: Since we are making a land use decision here and not a PZD, why are we reviewing the specific details of this proposal?

City Attorney Kit Williams: The Bill of Assurance was included in one of those diagrams that you had. Is that correct?

Ken Hall: I did not include that as a diagram.

City Attorney Kit Williams: I assumed they were showing something that was on their Bill of Assurance. Normally, we don't allow the development to be shown in a zoning decision.

Ken Hall: I apologize. That is the intention, along with the proposed rezoning is to provide a Bill of Assurance to identify the location and expansion of the building, and identify the intended use of the property.

Alderman Marsh: If you are going to show us the plan, I see impervious surface area. What is your stormwater plan and what low impact development techniques will you be using to manage the stormwater?

Ken Hall: Jason Appel from Engineering Services Inc. will answer those types of questions.

Jason Appel, Engineering Services, Inc.: This was part of an approved development plan in 2006 when this development came through. The drainage issues were addressed at that point in time. There is an approved drainage plan in place for this area.

Alderman Marsh: We have updated our stormwater standards since 2006. This proposal has changed dramatically since it went through the Planning Commission and staff review. I would like to have their review of the revised proposal before moving forward.

Alderman La Tour: Maybe we should hold it on the first reading to allow Alderman Long to provide input. Will two weeks be ample time for staff to review this?

Jonathan Curth, Senior Planner: That should be sufficient time to review the proposal.

This ordinance was left on the First Reading

Amend the Definition of “Setback” in §151.01: An ordinance to amend the definition of “Setback” in §151.01 of the Unified Development Code to allow architectural projections of a building such as its eaves to slightly protrude into a setback under certain conditions.

City Attorney Kit Williams read the ordinance.

Alderman Petty gave a brief description of the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5888 as recorded in the office of the City Clerk

Announcements:

Alderman La Tour: We have a Ward 4 meeting on June 27, 2016. It will begin at 6:00 p.m.

Don Marr, Chief of Staff: We are having our second open house at Fire Station Number 5 on June 23, 2016 from 4:00 p.m. to 7:00 p.m.

Our new city newsletter is out on the city's website.

Fayetteville Animal Services urges caution with pets in the extreme heat with people leaving pets in vehicles. We have a new ordinance that prohibits that activity.

On June 24, 2016 is the Dive-In movie. The movie is called, Max. The movie will begin at sunset.

On June 23, 2016 at 7:00 p.m. will be the next Gulley Park Concert Series. It is a band called, Blue Healer.

City Council Agenda Session Presentations:

Agenda Session Presentation - Sarah McKenzie, Executive Director of the Office for Education Policy at the University of Arkansas, will present statistics that compare the City of Fayetteville's public school student demographics and performance to the Northwest Arkansas region and to the benchmark cities cited in Fayetteville First, the city's Economic Development Strategic Plan. Dr. McKenzie will also talk about the potential economic impacts of public schools in the areas of economic growth and competitiveness.

City Council Tour: None

Adjournment: 9:59 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

B.1. Proposal for development of South end
of West Ave. Parking lot.

Handed out at
the City Council
Meeting 7-5-16.

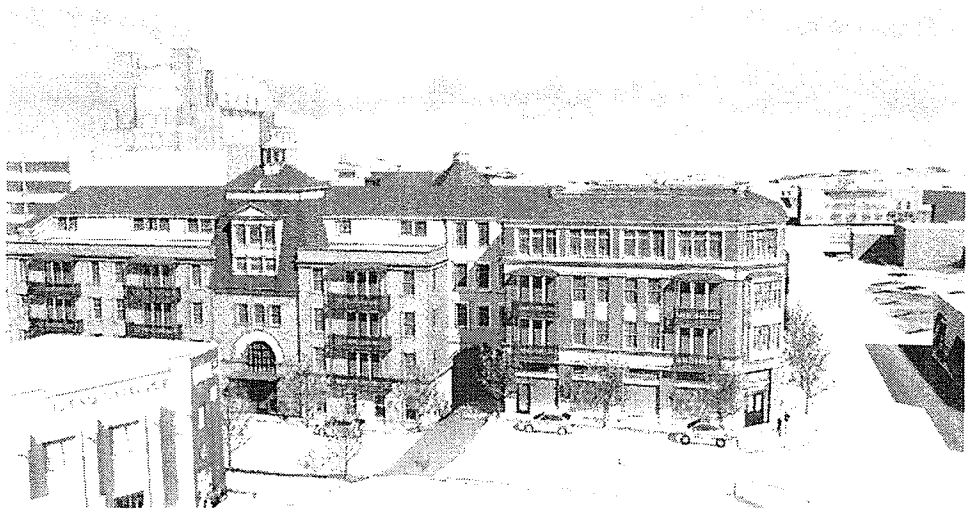


Dear Members of the City Council, I am a Downtown Business Owner / Property Owner / Resident / Frequent Visitor. I want you to know that I am in favor of the Metro District North project as long as it meets the following standards:

1. Improves the safety and appearance of the Frisco Trail.
2. Provides funding for pedestrian improvements and on-street parking along West Avenue between Center Street and Dickson Street.
3. Is parking neutral. I support replacing existing parking stalls in the West Avenue parking lot with on-street parking along West Avenue as long as the parking inventory is the same or greater after construction of Metro District North.
4. Adds 44 households to the downtown area.
5. Adds 5,000 sq ft of high quality retail space to the downtown area.
6. Building is of brick, stone, pressed metal, decorative iron, sash windows and is consistent with Fayetteville's best traditional architectural heritage.

Name Sarah Varga Business Ryleighs, Sideways, Bugsy's + McKey Fins
Address 5191 Cahill Court Fayetteville AR, 72701 email Sideways311@gmail.com

If you have questions about this project or ideas of how to make it even better, please email
Robert Sharp at rob@sharparch.net



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Chris Dillard
Name

Highroller Cycles
Business

322 W. Spring St
Address

Fayetteville, AR

cdillard32@gmail.com
email 72701

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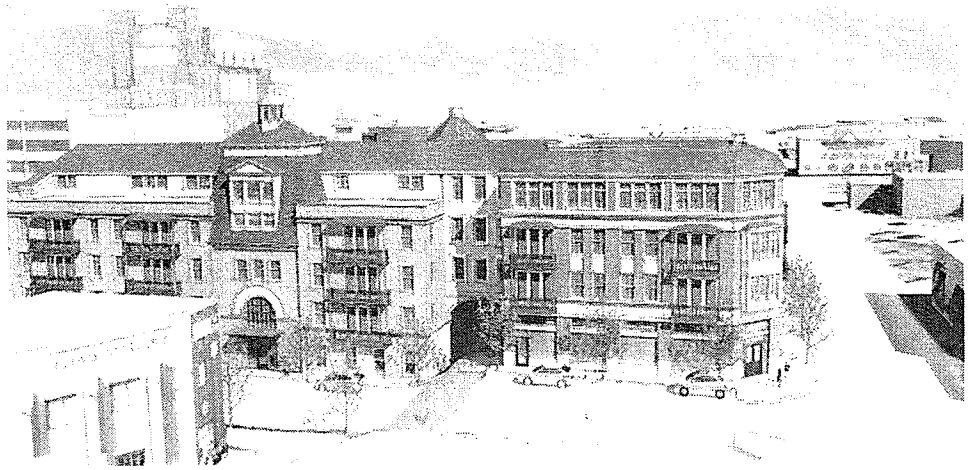
Lisa Sharp
Name

Nightbird Books
Business

205 W Dickson St
Address

lisa@nightbirdbooks.com
email

If you have questions about this project or ideas of how to make it even better, please email Robert Sharp at rob@sharparch.net

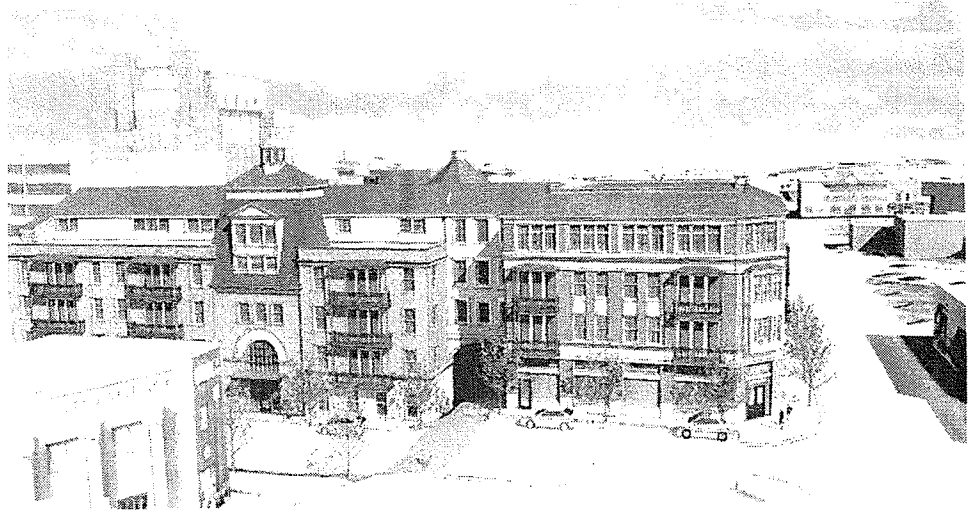


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<i>Mo Elliott</i>	<i>Fayettechill!</i>
Name	Business
<i>205 W. Dickson St</i>	<i>mo@fayettechill.com</i>
Address	email

If you have questions about this project or ideas of how to make it even better, please email Robert Sharp at rob@sharparch.net



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Ben Clark	B- Unlimited
Name	Business
612 W. Center St.	Ben.Clark@b-unlimited.com
Address	email

If you have questions about this project or ideas of how to make it even better, please email Robert Sharp at rob@sharparch.net

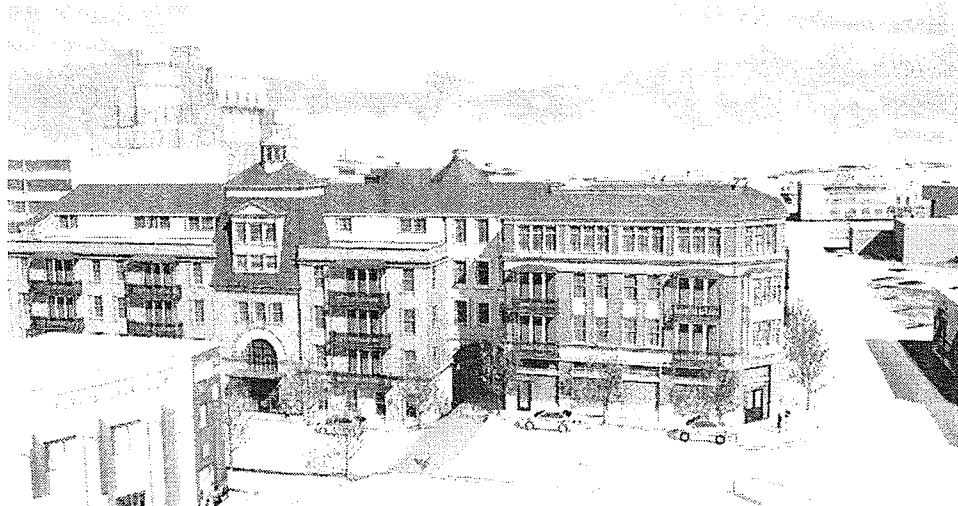


Dear Members of the City Council, I am a Downtown Business Owner / Property Owner / Resident / Frequent Visitor. I want you to know that I am in favor of the Metro District North project as long as it meets the following standards:

1. Improves the safety and appearance of the Frisco Trail.
2. Provides funding for pedestrian improvements and on-street parking along West Avenue between Center Street and Dickson Street.
3. Is parking neutral. I support replacing existing parking stalls in the West Avenue parking lot with on-street parking along West Avenue as long as the parking inventory is the same or greater after construction of Metro District North.
4. Adds 44 households to the downtown area.
5. Adds 5,000 sq ft of high quality retail space to the downtown area.
6. Building is of brick, stone, pressed metal, decorative iron, sash windows and is consistent with Fayetteville's best traditional architectural heritage.

LYCIA SHRUM Blackboard Grocery & Eatery
Name Business
644 W. Dickson St #101 lylvia@blackboardgr
Address email

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David Adams Fine Jewelers

Name

Business

100 West Center

Address

email david@dauidadams.com

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Dickson St. Bookshop, Inc.

Name

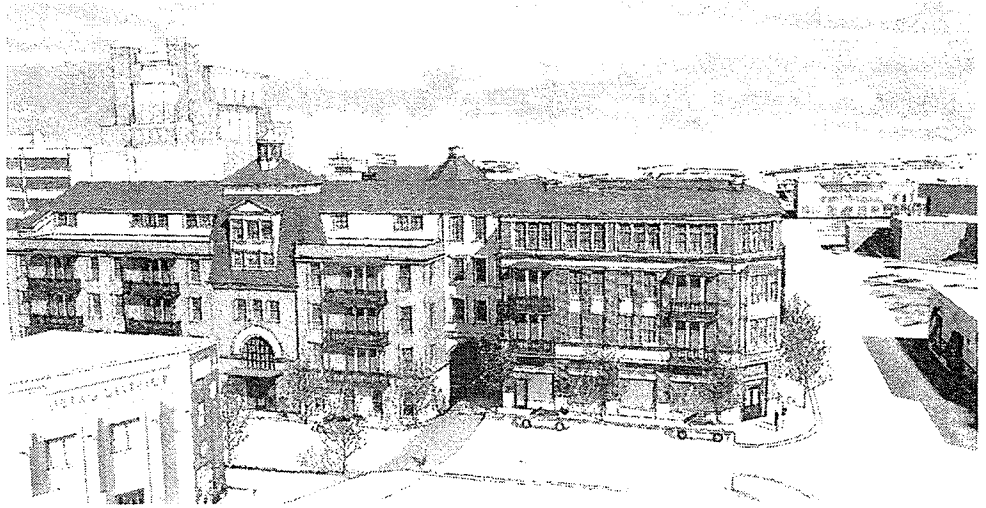
Business

325 W. Dickson St.

Address

email

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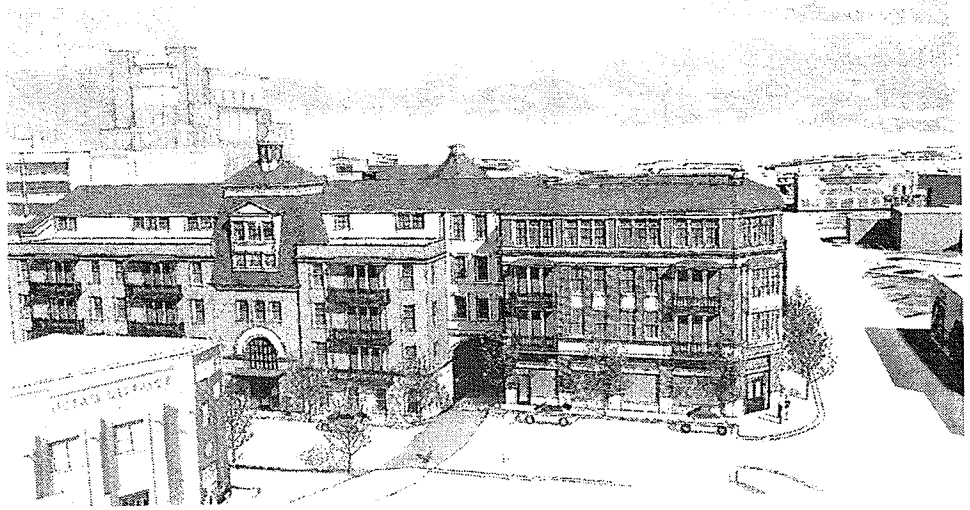
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<u>Jessy Lang</u>	<u>Good Things Boutique</u>	<u>goodthingsboutique,</u>
Name	Business	email
	<u>108 N. Black St.</u>	<u>gma)</u>
	Address	

If you have questions about this project or ideas of how to make it even better,
please email Robert Sharp at rob@sharparch.net



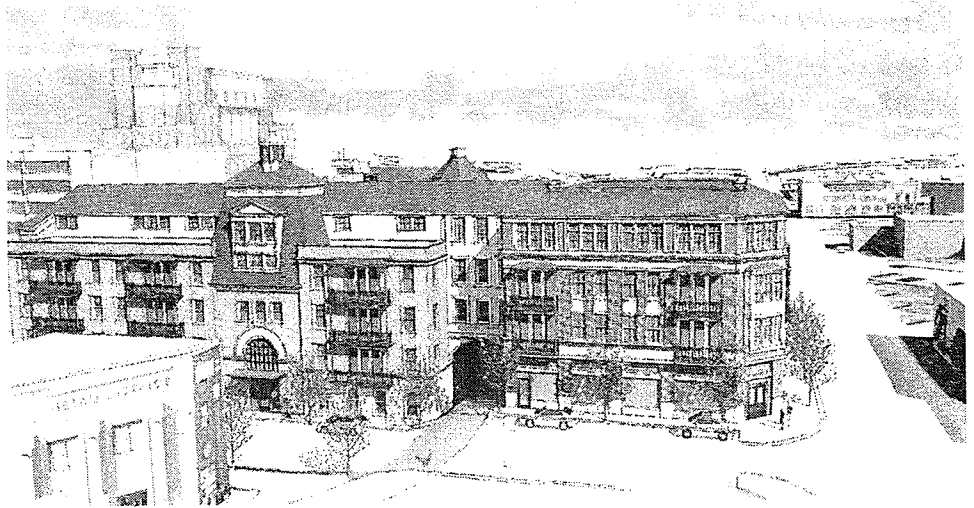
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	TerraTots 155 Block #102	terratots natural parents @gmail.co
Name	Business	Address
		Fayetteville, AR 72701
		email

If you have questions about this project or ideas of how to make it even better,
please email Robert Sharp at rob@sharparch.net



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WADE OCUE Block St. Records 17 N. Block 72701

Name

Business

Address

email

If you have questions about this project or ideas of how to make it even better, please email Robert Sharp at rob@sharpsch.net BLOCK STREET RECORDS & EMAIL.COM

Fayetteville TMP Schedule

[illegible]

Fayetteville TMP Schedule

[illegible][illegible]



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Jeremy Pate, Development Services Director
Andrew Garner, Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **July 5, 2016**

RE: **Email from Provident Realty Advisors of Dallas; June 30, 2016**

I was surprised to receive the email from Provident Realty Advisors of Dallas, Texas about Cross Church's requested rezoning. I believe the City leaders might be very receptive and welcoming to at least portions of Provident Realty Advisors' proposed development for the Marinoni property which they say they have under contract.

However, the exhibit they provided to show their proposed development was partially on land owned by Cross Church or very recently conveyed by Cross Church to individual commercial developers (including one intending to construct another hotel). It also showed Cross Church at a location already rejected by the Cross Church Board. (See Cross Church's attorney Ken Hall's email forwarded to you by the City Clerk.) Thus, Provident Realty Advisors' proposal cannot be relevant or considered in relation to Cross Church's requested rezoning from Commercial zoning districts to an Institutional zoning district.

Religious organizations cannot just ignore our development and zoning regulations. However, such religious organizations have been accorded rights and protections in the *Free Exercise Clause* of the *First Amendment* of the *United States Constitution*:

(F)or a religious institution, having “a place of worship...is at the very core of the free exercise of religion...[and that] [c]hurches and synagogues cannot function without a physical space adequate to their needs and consistent with their theological requirements. The right to build, buy, or rent such a space is an indispensable adjunct of the core *First Amendment* right to assemble for religious purposes.” *International Church of the Four Square Gospel v. City of San Leandro*, 673 F. 3d 1059, 1069 (9th Cir. 2011) (citations omitted).

In another case in which a town denied a church’s attempted construction, the federal courts granted an injunction requiring the town to allow the construction as well as for damages and costs.

The *First Amendment* generally prohibits government actions that “substantially burden the exercise of sincerely held religious beliefs” unless those actions are narrowly tailored to advance a compelling government interest. In other words, such actions are subject to strict scrutiny by reviewing courts. *Fortress Bible Church v. Town of Greenburgh*, 694 F. 3d 208, 220 (2nd Cir. 2012) (citations omitted).

To build its new worship facility and school to accommodate 500 people and 150 students, the church needed site plan approval and a variance “to allow the building to be located closer to one side of the property.” *Id.* at 213. This variance request would need to be decided by the Town’s Zoning Board of Appeals (similar to our Board of Adjustment which decides variances from zoning requirements like build-to zones required by Urban Thoroughfare districts). Lack of approval of this variance for the location of the church within its lot eventually led to denial of its construction by the town.

The church finally sued under the Religious Land Use and Institutional Person Act of 2000 (RLUIPA) and the *Free Exercise of Religion Clause* of the *First Amendment*. The Federal District Court, affirmed by the Circuit Court of Appeals “concluded that the Town had substantially burdened the Church by preventing it from moving to an adequate facility, resulting in a violation of RLUIPA and the *Free Exercise Clause*.” *Id.* at 214.

CONCLUSION

Cross Church can construct by right a church on its own property on lots which are currently zoned Urban Thoroughfare and C-2, Thoroughfare Commercial. However, the burden of trying to build on lots with split zoning and opposing set back and build-to requirements and whose property lines and road frontages will be moved back by the takings needed by the Arkansas Highway Department appear to be significant. Granting Cross Church's request for a single zoning district P-1, Institutional, especially designed and designated for church related organizations, would solve those development problems.

The location of the church on its property (like the proposed church in *Greenburgh*) seems to be only possible justification for a possible denial of Cross Church's rezoning request. I fear such a denial would result in the same reception in the Courts as Town of Greenburgh received: an injunction to force approval and the imposition of substantial assessments for attorney's fees and costs and possible compensatory damages for delay. Again, I recommend approval of this requested rezoning to comply with the *First Amendment*, federal and state law.

Thank you for forwarding the June 30 JC Burciaga email. Mr. Burciaga did not copy Cross Church with that email.

I have been asked by Cross Church, Donnie Smith and Travis Ruff (owners of 49 & Wedington, LLC) and Narry Krushiker (owner of FAY CS, LLC) to respond to the Burciaga email. These parties own 100% of the lots within the McMillan subdivision.

To clarify the relationship with Mr. Burciaga: there was a brief dialogue between a representative of Cross Church and Mr. Burciaga. He proposed a transaction involving the church building being built at a different location; that proposal was relayed to the Cross Church Board. The Cross Church Board determined that the proposal was unacceptable for numerous reasons and the offer was politely declined. Mr. Burciaga's email implies that there continue to be ongoing discussions with the church about "relocating" the church and about solving the church's objections to the "relocation". There are no such ongoing discussions.

The only discussions about "relocating" the church building appear to be between a developer (who does not even own the adjoining land) and City of Fayetteville officials. Mr. Burciaga's motives are transparent. His offer to Cross Church several months ago was rejected and so he wants the City to deny the rezoning because he believes that he can then force the "relocation" of the church building.

We want the City of Fayetteville to understand our position so that a rezoning decision can be made on a factual basis. **My clients are not doing a transaction with Mr. Burciaga.** We hope that this clarification will end Mr. Burciaga's involvement in Cross Church's rezoning request.

Cross Church wants to work with the City to build a beautiful church campus to serve its attendees/members (2300 and growing) and the entire City of Fayetteville. Institutional zoning is the proper zoning for this campus. Please continue to keep us informed as to any other challenges or questions which arise.

I am out of town and cannot physically deliver a copy of this email to the City Clerk and so am copying the City Clerk in the hope that it can be filed in this matter.

Thanks,

Ken Hall

Kenneth N. Hall
P.O. Box 8451
Fayetteville, AR 72703
Email: khall@nwabusinesslaw.com
Ph: 479-409-6021

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From: [Curth, Jonathan](#)
To: [CityClerk](#)
Subject: FW: Exhibit B
Date: Tuesday, July 05, 2016 4:38:36 PM
Attachments: [FayCityCounsel_CC_ExhibitB.pptx](#)

City Clerk's Office,

The below/attached was forwarded to me for this evening's meeting. Is it too late to make it available for them?

Thanks,

Jonathan Curth
Senior Planner
City Planning Division
City of Fayetteville, Arkansas
jcurth@fayetteville-ar.gov
479.575.8308

-----Original Message-----

From: Greg Taylor [<mailto:gtaylor@weichertgriffin.com>]
Sent: Tuesday, July 05, 2016 4:10 PM
To: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Cc: khall@nwabusinesslaw.com
Subject: FW: Exhibit B

Jonathan, Please have this power point presentation available for Cross church tonight for the City Council meeting. If you have any issues please let me know. I have hard copies as well. This will be referenced as Exhibit B. Thank you.

Greg Taylor
479-283-2542 (cell)
479-927-4433 (direct)
GTaylor@WeichertGriffin.com
Emily Summers
479-756-1003 (main)
479-927-4414 (direct)
479-927-4495 (fax)
emily@weichertgriffin.com
nwaproperties.net

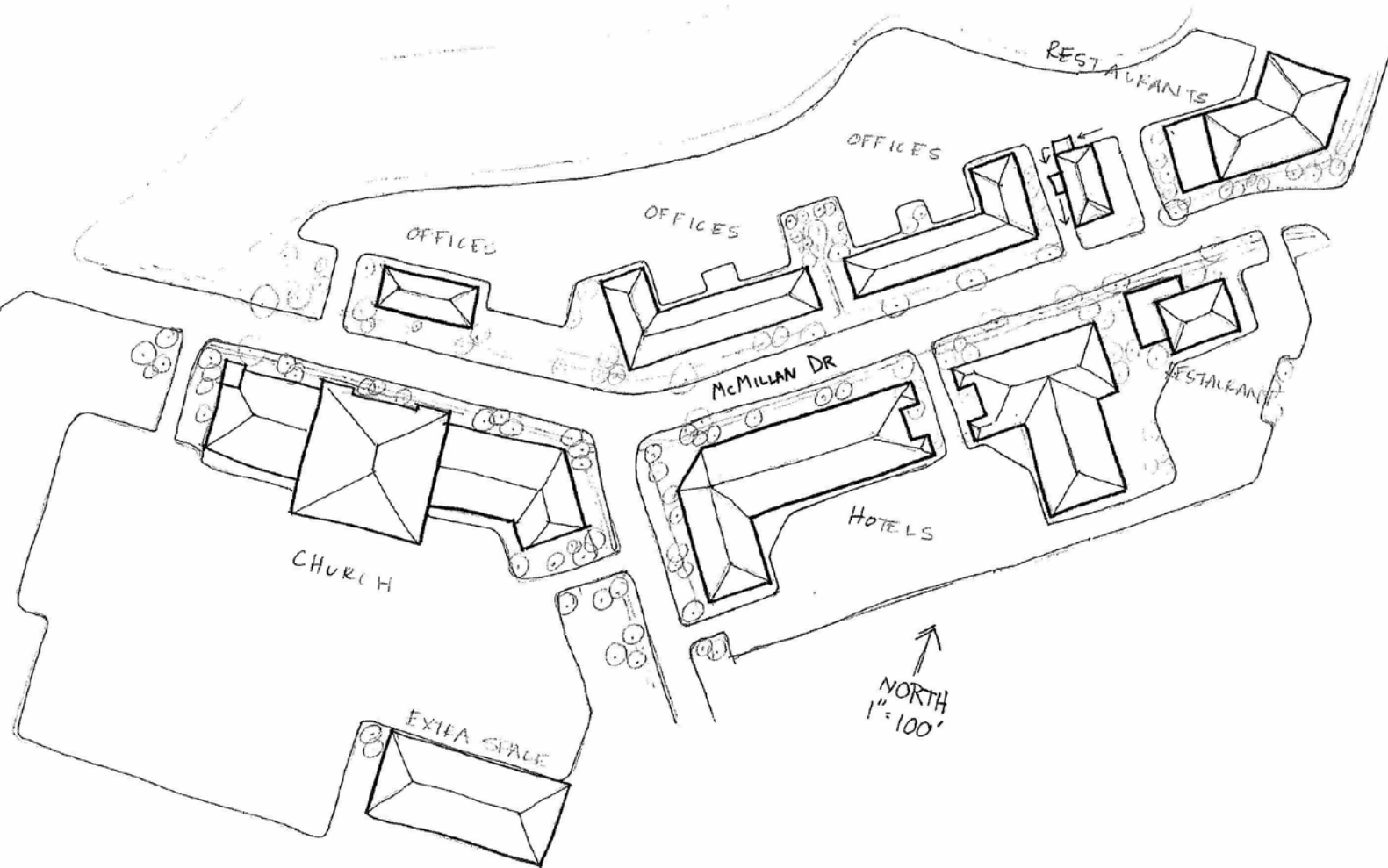
-----Original Message-----

From: Brian Dunaway [<mailto:briand@crosschurch.com>]
Sent: Tuesday, July 05, 2016 3:25 PM
To: Greg Taylor
Subject: Exhibit B

Brian Dunaway
Director of Communications
Cross Church
c 479.841.6960

o 479.751.4523 ext 4113

Layout 1



C2 $\leftrightarrow$ UT

parking
bldg. footprint
landscaping

Layout II

WEDINGTON

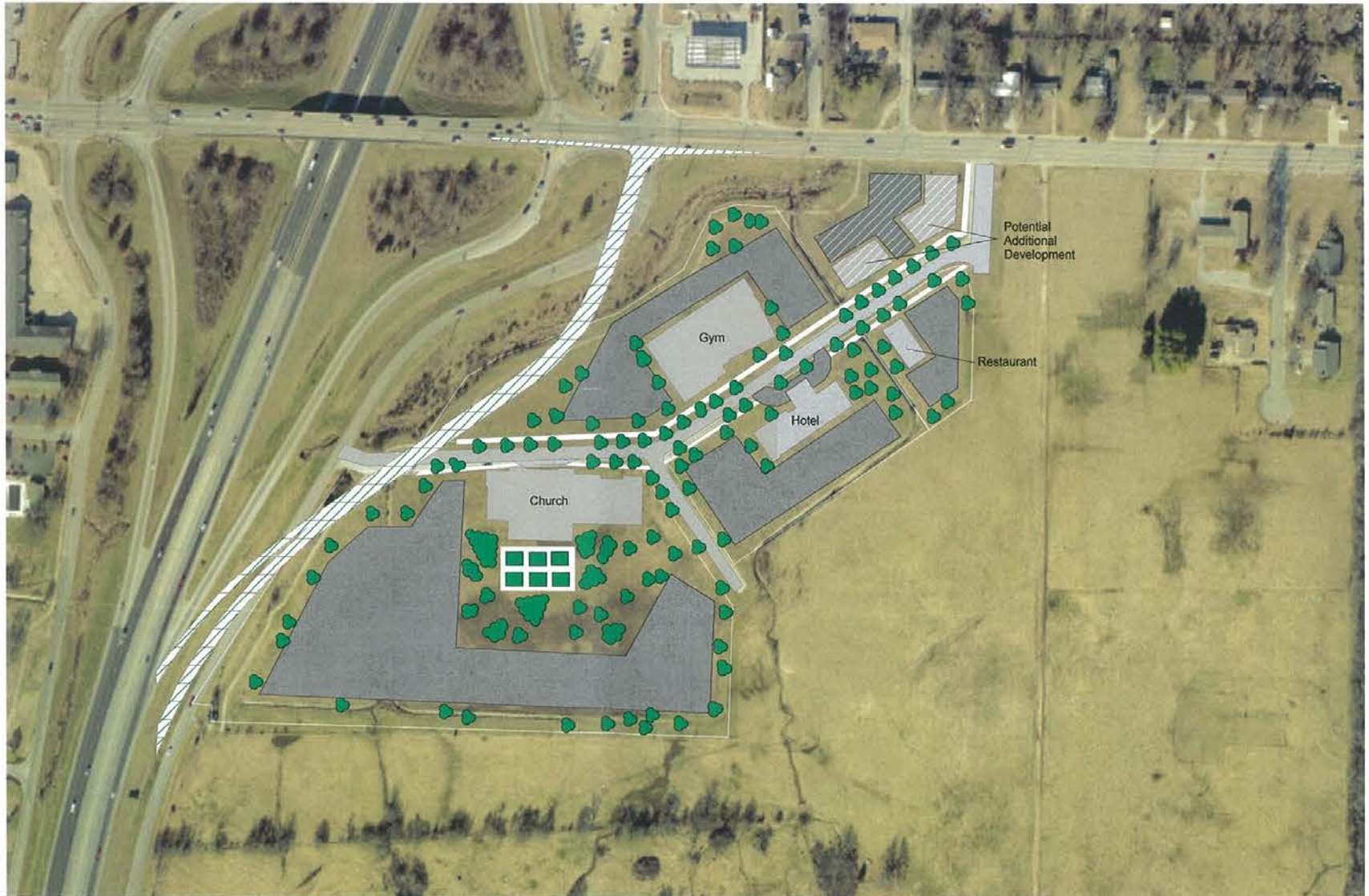




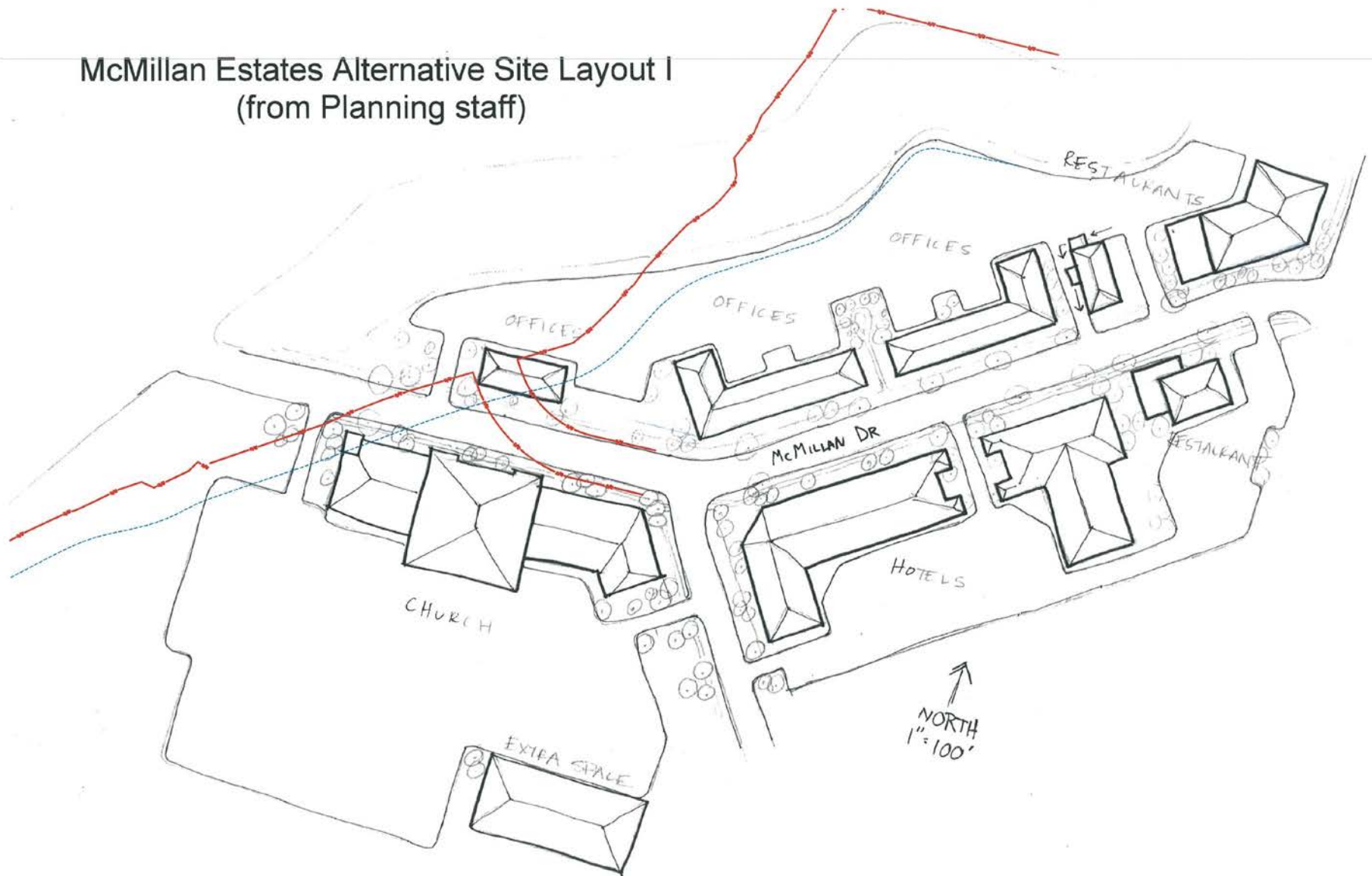
NIATV

ALVIN

McMillan Estates Alternative Site Layout III (from Planning staff)



McMillan Estates Alternative Site Layout I (from Planning staff)



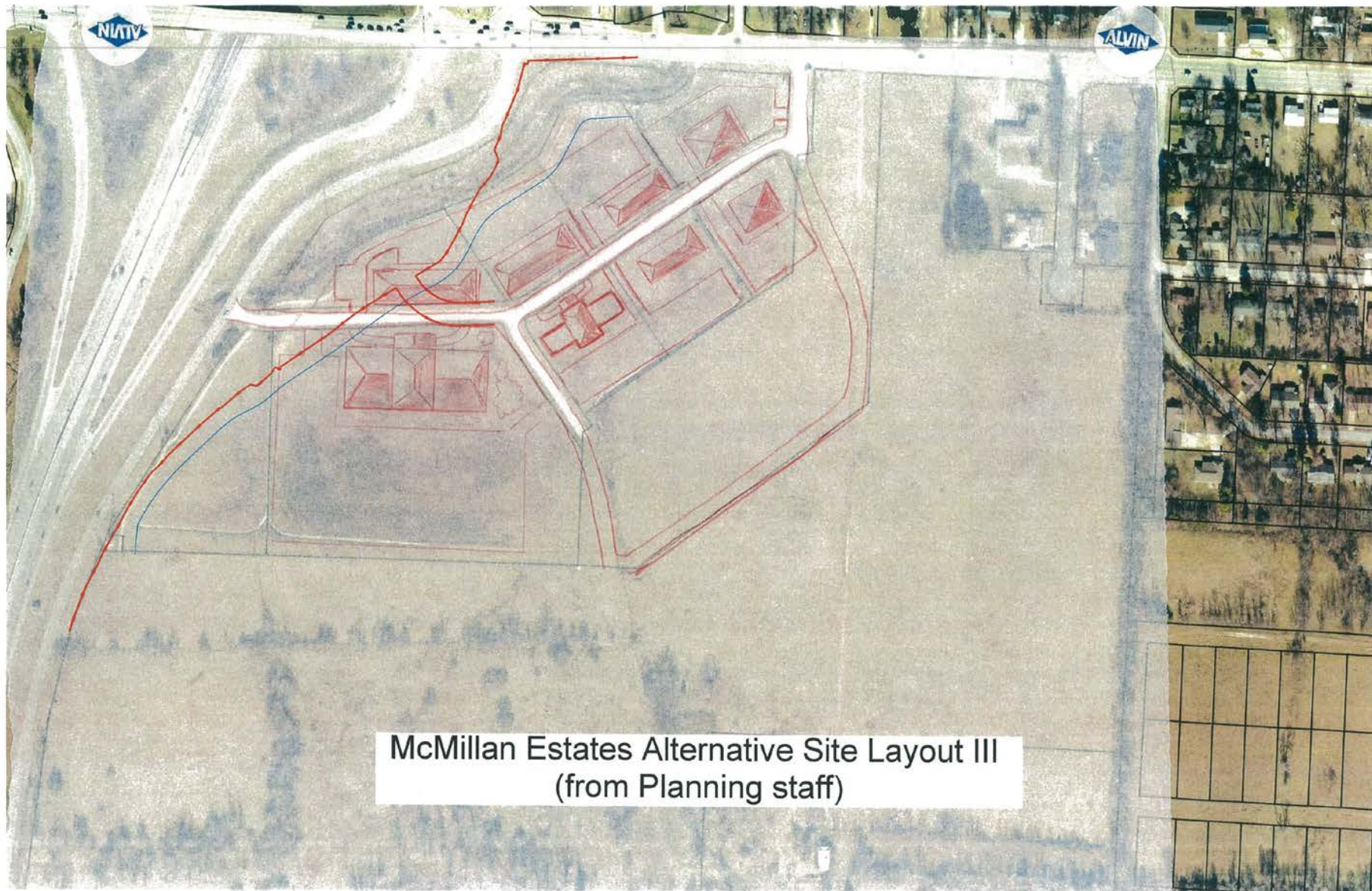
C2 ↔ UT

parking
bldg. footprint
landscaping

McMillan Estates Alternative Site Layout II (from Planning staff)

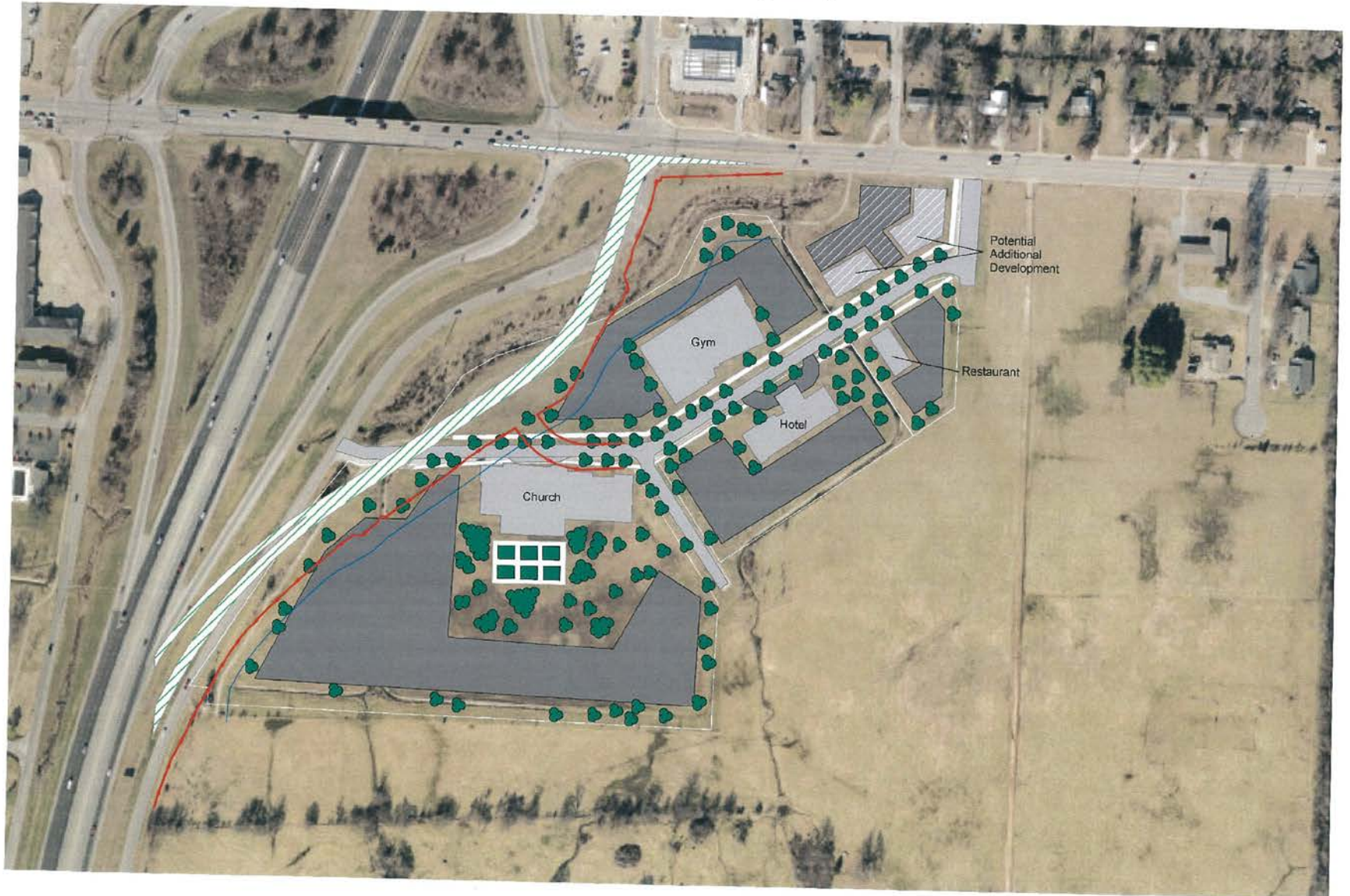
WEDING TOY

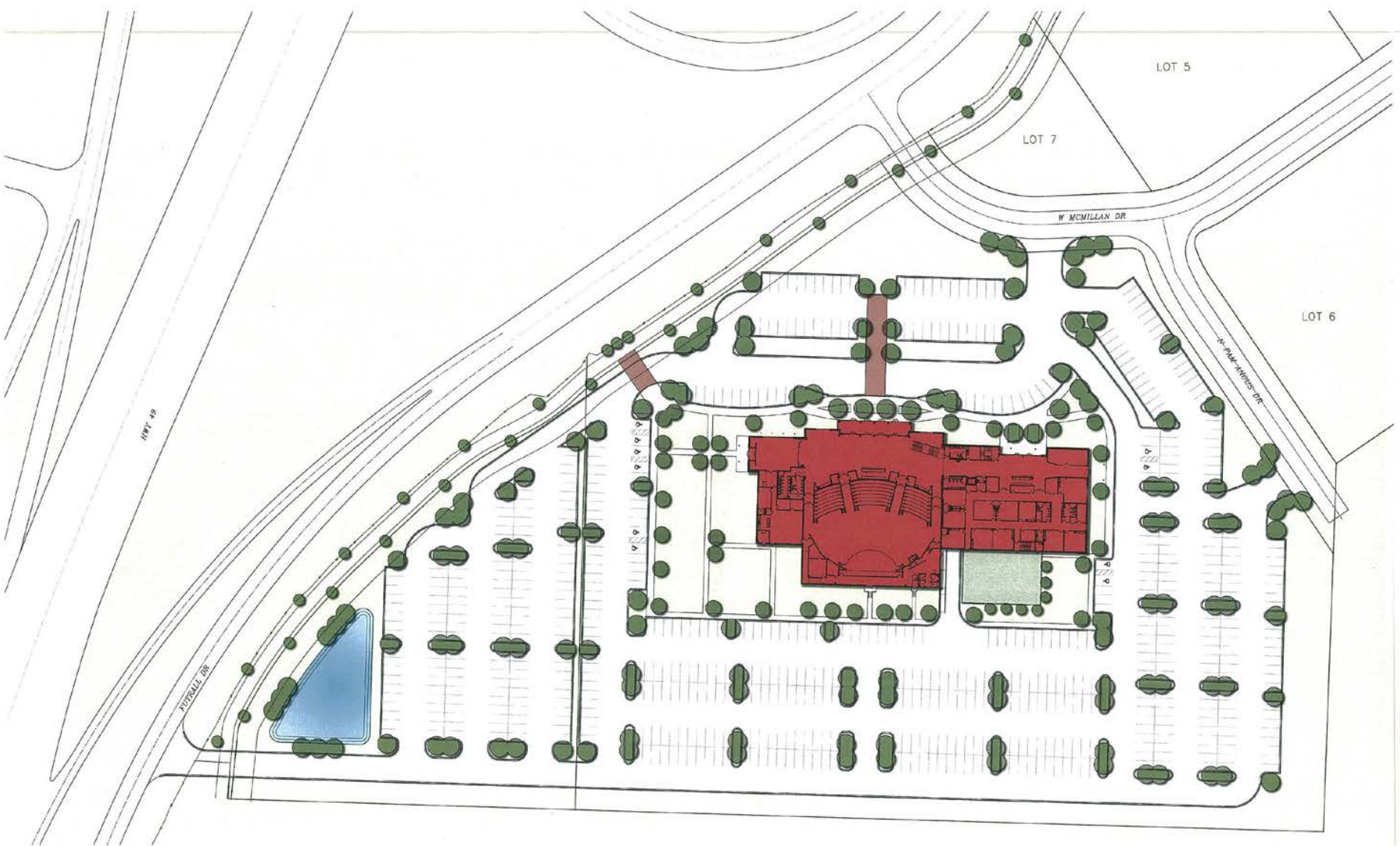




McMillan Estates Alternative Site Layout III
(from Planning staff)

McMillan Estates Alternative Site Layout III (from Planning staff)





From: [CityClerk](#)
To: [Alan Long \(Longward4@gmail.com\)](#); [Pennington, Blake](#); [citycouncil@matthewpetty.org](#); [Marr, Don](#); [Eads, Gail](#); [Roberts, Gina](#); [Johnson, Kimberly](#); [Williams, Kit](#); [Branson, Lisa](#); [Broyles, Lana](#); [Jordan, Lioneld](#); [Mulford, Patti](#); [Norton, Susan](#); [Pate, Jeremy](#); [Smith, Lorinda](#); [Smith, Sondra](#); [Gray, Adella](#); [Marsh, Sarah](#); [Kinion, Mark](#); [Tennant, Justin](#); [Schoppmeyer, Martin](#); [La Tour, John](#); [Long, Alan](#)
Subject: FW: File #2016-0225/Cross Church (Wedington and Marinoni Drive)
Date: Tuesday, July 05, 2016 10:39:42 AM
Attachments: [image002.png](#)

From: Ken Hall [<mailto:khall@nwabusinesslaw.com>]
Sent: Friday, July 01, 2016 6:49 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Re: File #2016-0225/Cross Church (Wedington and Marinoni Drive)

Sorry for the delayed response. Yes, I would like for the email to be forwarded to council members.
Thank you, Ken

Kenneth N. Hall
[P.O. Box 8451](#)
[Fayetteville, AR 72703](#)
Email: khall@nwabusinesslaw.com
Ph: [479-409-6021](tel:479-409-6021)

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Thank you.

On Jul 1, 2016, at 4:21 PM, Williams, Kit <kwilliams@fayetteville-ar.gov> wrote:

Ken,

The City Clerk will be happy to forward your email to the City Council if that is your desire. Please let us know what you want Sondra to do.

Kit Williams
Fayetteville City Attorney
479.575.8313

[<image001.jpg>](#) [<image002.png>](#)

From: Ken Hall [<mailto:khall@nwabusinesslaw.com>]
Sent: Friday, July 01, 2016 12:08 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: File #2016-0225/Cross Church (Wedington and Marinoni Drive)

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P.O. Box 8451
Fayetteville, AR 72703
Email: khall@nwabusinesslaw.com
Ph: 479-409-6021

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To: [Alan Long \(Longward4@gmail.com\)](#); [Pennington, Blake](#); [citycouncil@matthewpetty.org](#); [Marr, Don](#); [Eads, Gail](#); [Roberts, Gina](#); [Johnson, Kimberly](#); [Williams, Kit](#); [Branson, Lisa](#); [Broyles, Lana](#); [Jordan, Lioneld](#); [Mulford, Patti](#); [Norton, Susan](#); [Pate, Jeremy](#); [Smith, Lorinda](#); [Smith, Sondra](#); [Gray, Adella](#); [Marsh, Sarah](#); [Kinion, Mark](#); [Tennant, Justin](#); [Schoppmeyer, Martin](#); [La Tour, John](#); [Long, Alan](#)
Subject: FW: opposition to Dollar General at Mt. Comfort & Salem Road
Date: Tuesday, July 05, 2016 11:50:21 AM

From: Rosa Edwards [mailto:rosajedwards@gmail.com]

Sent: Tuesday, July 05, 2016 10:23 AM

To: Alan Long <longward4@gmail.com>; La Tour, John <ward4_pos1@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Smith, Sondra <ssmith@fayetteville-ar.gov>

Subject: opposition to Dollar General at Mt. Comfort & Salem Road

Good morning;

We have just learned this morning of the requested rezoning at Mt. Comfort and Salem Road to build a Dollar General, and apparently other businesses based on the email request submitted by Stuart Ghan. We write to STRONGLY OPPOSE this rezoning for several reasons:

- 1) We, like many along this road, intentionally selected an area to purchase a home that was not commercially developed. We could have easily purchased a home on Wedington Dr. if we wanted to be closer to these businesses. Please do not push all of us who prefer a more rural view out of the city and into the smaller surrounding towns. We love this area off the Porter Road and find it to be one of the hidden gems of the city.
- 2) The sidewalks along this road are extremely popular with walkers and the bike lanes with bicyclists. A commercial development would adversely affect this alternative transportation by increasing traffic and changing the general nature of the area.
- 3) Perhaps I misunderstand, but it seems the "Community Service" zoning is deceptive. When I saw this in the agenda I was thinking hospital, doctor's office, etc., and was shocked to find it is a commercial business. I don't understand why they wouldn't have to request a Commerical zoning designation. Granted this could be due to my lack of understanding of the terminology, but if I hadn't scrolled to the end of the agenda and read the attachments, the phrase "Community Service" would have brought many things to mind but none of them were Dollar General.

Please vote NO to this rezoning.

--

Bob & Rosa Edwards

From: [CityClerk](#)
To: [Alan Long \(Longward4@gmail.com\)](#); [Pennington, Blake](#); [citycouncil@matthewpetty.org](#); [Marr, Don](#); [Eads, Gail](#); [Roberts, Gina](#); [Johnson, Kimberly](#); [Williams, Kit](#); [Branson, Lisa](#); [Broyles, Lana](#); [Jordan, Lioneld](#); [Mulford, Patti](#); [Norton, Susan](#); [Pate, Jeremy](#); [Smith, Lorinda](#); [Smith, Sondra](#); [Gray, Adella](#); [Marsh, Sarah](#); [Kinion, Mark](#); [Tennant, Justin](#); [Schoppmeyer, Martin](#); [La Tour, John](#); [Long, Alan](#)
Subject: FW: opposition to Dollar General at Mt. Comfort & Salem Road
Date: Tuesday, July 05, 2016 12:13:47 PM

From: Rosa Edwards [mailto:rosajedwards@gmail.com]

Sent: Tuesday, July 05, 2016 11:12 AM

To: Alan Long <longward4@gmail.com>; La Tour, John <ward4_pos1@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Smith, Sondra <ssmith@fayetteville-ar.gov>

Subject: Re: opposition to Dollar General at Mt. Comfort & Salem Road

One additional point to those in this email below ...

4) The proposed location is less than 1/2 mile (about 1/3 mile) from Mount Comfort Cemetery. One reason we chose this cemetery for our family member's gravesite was the serene location and view. It's just a very peaceful place when we visit the grave. A commercial development would mar this aspect of Mount Comfort Cemetery.

Thank you ...

On Tue, Jul 5, 2016 at 10:23 AM, Rosa Edwards <rosajedwards@gmail.com> wrote:

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Please vote NO to this rezoning.

--

Bob & Rosa Edwards

--

Rosa Edwards

my blog: <http://surpassingglory.blogspot.com>

CityClerk

From: JC Burciaga <jcb@providentrealty.net>
Sent: Thursday, June 30, 2016 11:45 AM
To: Smith, Sondra; CityClerk
Cc: JC Burciaga
Subject: RE: SEQ of I-49 and Wedington Drive one of three emails
Attachments: Wedington Drive Tract concept; Wedington Drive revised concept; Wedington Drive Tract concept

Categories: Forwarded

With attachments

From: JC Burciaga
Sent: Thursday, June 30, 2016 11:30 AM
To: 'ssmith@fayetteville-ar.gov'; 'cityclerk@fayetteville-ar.gov'
Cc: JC Burciaga (JCB@Providentrealty.com)
Subject: SEQ of I-49 and Wedington Drive one of three emails

Ms. Smith,

I am traveling and having trouble attaching my exhibits to this email so my attachments will be sent in two additional emails. This is the first of the three emails to you with my request to forward the same to each of the City Council members, the Mayor, Chief of Staff, City attorney and the Development Services Director.

To all, we are Provident Realty Advisors, a Dallas based investment & development company and we have the Marinoni property (an approximate 108 acre tract of vacant land located at the Southeast quadrant of I-49 & Wedington Drive) under contract to purchase and develop into a mixed use development that will encourage a live, work and play development that will encompass senior living, a retail shopping center that will be anchored by a grocery store, dinner theatre, multiple retail users and restaurants. It will also include a daycare, executive multi family, an office medical building, service users and a proposed area for the relocation of the Cross Church.

In our discussions I understand the Cross Church has three issues with our proposed relocation of their church to our property, I have made my comments underneath each of their comments below;

1.) The cost of getting water/sewer to where Provident Realty is offering is much higher than the current location.

RESPONSE BELOW:

The cost of water/sewer will be no greater to the church to locate on our site as it would their existing site. In other words the developer would bring water and sewer to their proposed property line located on our concept plan. So their same budget and constructions drawings will be the same on our site as it would be their site, not to mention that the church will get additional land to expand and build a school or playgrounds, volley ball/baseball fields or picnic areas for their own use.

2.) Cross Church wants ingress & egress from the Wedington Drive (regardless of the exiting of their property – on the access road. They do not want to go all the way south to the MLK exit to turn back north to enter their church property – and this access off of Wedington also raises their cost, because they would have to build a road to a further point to access the church – your development is not offering to provide that road access for them.

RESPONSE BELOW:

The ingress/egress would greatly improve for the church if they located on our proposed site for the following reasons:

Our development will allow multiple road access points for the church on our property than their potential current land site and will not raise their costs any more than their anticipated costs at this time:

Egress (exiting the property) would greatly improve by allowing automobiles to exit Futrall Drive and go north to go east and or west on Wedington Drive, and go north on Futrall Drive to Wedington to access I-49 North and I-49 South, and access to Wedington and maybe two egress points off Wedington, and access to McMillan Drive, and

access to Marinoni Drive, and potentially Lancelot Avenue to allow access to Wedington, and potentially Maple which our property abuts, and potentially the future flyover of Perisimmon Street (the last three potential egress points if the City of Fayetteville believes any of these access points would be best for the health, safety and welfare of the citizens for the entire development at the southeast quadrant of Wedington and I-49. Access to Lancelot, Maple and the ability to use Perisimmon would then allow us not to use N. Sang Avenue.

Ingress (entering the property) will be greatly enhanced at the proposed church site by allowing those to access the site via the following directions and access points,

Direct and dedicated access off of Futrall Drive to the site (will the City consider Futrall to become a two way street?) not to mention the incredible signage visibility from sitting on a plateau with crosses a mile high!! And, Access from Wedington via a nicely decorated landscape isle that will connect to the church site, and potential Maple Street access for those that attend the church from the adjacent neighborhood (this is an extremely difficult access but would allow for those that live near by a direct access point, and potential access from Lancelot Avenue for those that live close by, and Placing the church at the proposed site would assist the city to create the flyover for Perisimmon Street that would also allow those to travel from the southwest quadrant of I-49 and Wedington without the need of traversing through the freeway or Wedington. All of these access points will ease the traffic from backing up on Wedington that would create even more of a potential harmful situation that currently exist today on the west side of I-49 at the current existing church building.

3.) The phasing concerns the church– they do not want to get caught up in any opposition by surrounding properties to your development concepts (especially as you go east). If it was going to be submitted in phases so the church could have been constructed without having to go through approvals of all of the development plan of your property – it would have been more appealing, but not with this AND issues #1 and #2 above.

RESPONSE BELOW:

Phasing will have to occur and the church will be the first phase so we can get the church built prior to their loan deadline of two years from now. Beside that fact I plan to have the adjacent community support for our entire project. Our proposed plan will be best for the immediate local citizens in adjacent neighborhoods, will dispel the traffic quagmire, the citizens of Fayetteville and the surrounding communities that will drive in to Fayetteville for their shopping needs and will add a tremendous amount of tax revenue for the City of Fayetteville. No extra cost to the church to locate on our development and we have mentioned this to the church a few times already and will continue to emphasize to the church as well. The church will have the opportunity to have extra land for their private use and will be able to fellowship at our proposed facilities such as restaurants, daycare and senior housing.

I firmly believe our development is the best plan for Fayetteville on this property and adjacent property as it will provide a live, work and play environment in the City of Fayetteville including a church component. It will be a town center development built in the city limits that will last for years to come. It will cutoff

traffic from going outside the city limits to other surrounding cities, prevent a tremendous amount of loss tax revenue from escaping from Fayetteville and more importantly keep the tax revenue here for the school district and for the city tax dollars.

A vote for the church to stay in its current location and change the zoning requirements to allow them to build their building is a vote for a church and to keep the adjacent land farm land or perhaps some residential property. With the church staying, the citizens get a church and perhaps nothing else. A vote for our project is a vote for the church in our relocated site slightly south of their current site and a mixed use development and tax generating machine for years to come for the citizens of Fayetteville. A vote for the mixed use development gives the citizens both a church and a mixed use development that not only provides retail, restaurant, office-medical, senior housing needs but also provides jobs and create a tremendous annual tax windfall for the citizens of Fayetteville.

Should you have any questions please call me at 972-385-4156 or JCB@ProvidentRealty.com

Thank you

**JC Burciaga
Provident Realty Advisors
10210 North Central Expressway
3rd Floor
Dallas, Texas 75231
www.ProvidentRealty.Net**

The information contained in this communication is confidential and may be legally privileged. It is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive it. If you are not the intended recipient you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful.

CityClerk

From: Heth Kendrick <HKendrick@landdesign.com>
Sent: Monday, February 15, 2016 3:41 PM
To: JC Burciaga
Subject: Wedington Drive Tract concept
Attachments: 16008_Concept Plan_021516.pdf

JC,

Good afternoon. Attached you will find the conceptual site plan for the Wedington Drive Tract in Fayetteville, AR. As we discussed last week, the following revisions have been made to this plan:

1. The parcels adjacent to the interstate off-ramp have been combined and labeled "Future Retail subject to Arkansas Highway."
2. The street which bisected the multi-family development has been eliminated to prevent this area from appearing as two separate parcels.
3. The north/south street which connects to the church has been widened to allow for better pedestrian connectivity. This connection could include additional landscaping, wider sidewalks, bike lanes, etc.

Please review this file and let me know if there are any revisions to the plan, labels, color palate, or titleblock you would like to make.

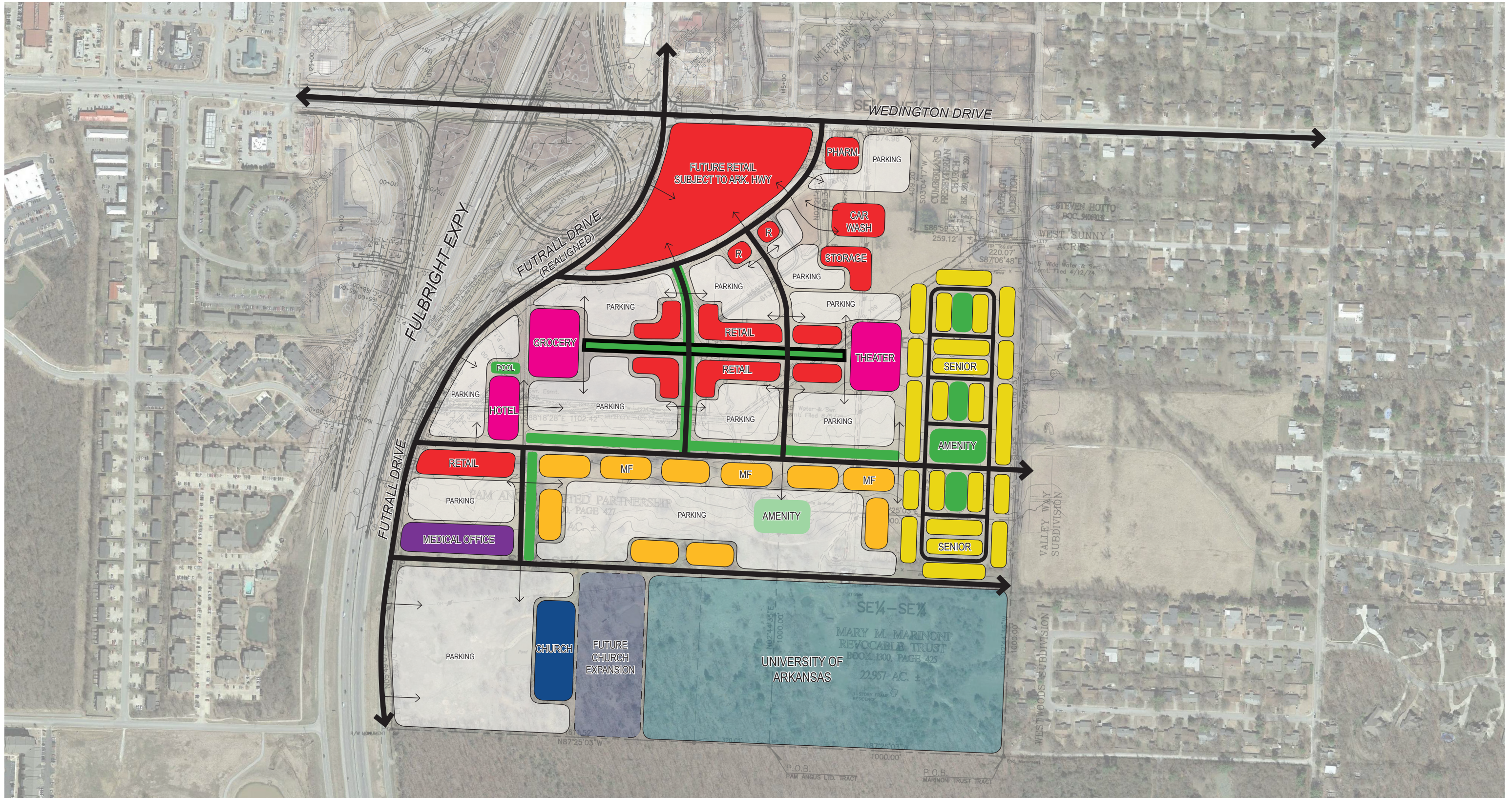
Thank you,

Heth Kendrick, PLA, ULI, ASLA

Director of Landscape Architecture | Dallas | (o) 214.842.6980 | (m) 214.316.5022

Dallas | Charlotte | Washington DC | Orlando | San Francisco

LandDesign.com | [@LandDesignInc](https://www.instagram.com/LandDesignInc)



CityClerk

From: Heth Kendrick <HKendrick@landdesign.com>
Sent: Wednesday, May 11, 2016 8:32 AM
To: JC Burciaga
Cc: Kathy Riley
Subject: Wedington Drive revised concept
Attachments: 16008_Concept Plan_051116.pdf

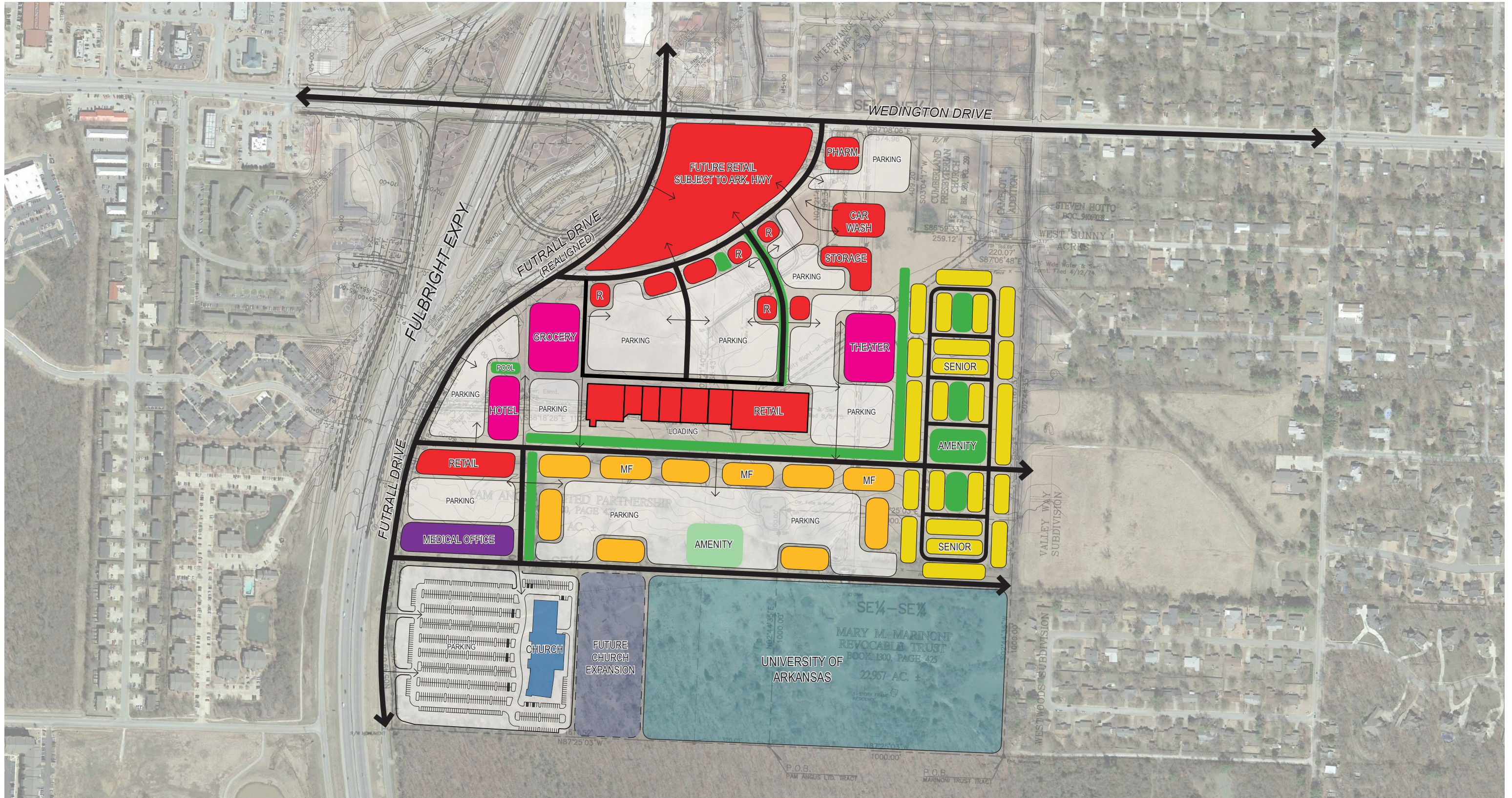
JC,
Good morning and I hope you are having a great week. Per our earlier conversation, attached you will find a revised concept plan for the proposed Wedington Drive development in Fayetteville, AR. We have revised the plan to create an inline row of junior anchors within the center of the development as well as placed commercial pad sites along the internal roadway network. The junior anchors total 145,000 sqft and we can park the entire commercial area (i.e. pad sites, theater, junior anchors, and grocer) at 4.3/1000.

Please review this information and let Kathy and I know if you have any questions. We look forward to joining you for coffee the afternoon of the 18th and hope you have a great day.

Thank you,

Heth Kendrick, PLA, ULI, ASLA
Director of Landscape Architecture | Dallas | (o) 214.842.6980 | (m) 214.316.5022

Dallas | Charlotte | Washington DC | Orlando | San Francisco
LandDesign.com | [@LandDesignInc](https://www.instagram.com/LandDesignInc)



CityClerk

From: Heth Kendrick <HKendrick@landdesign.com>
Sent: Thursday, March 03, 2016 3:14 PM
To: JC Burciaga
Subject: Wedington Drive Tract concept
Attachments: 16008_ConceptPlan_030316.pdf

JC,

Per your request, attached you will find the revised concept plan for the Wedington Drive Tract in Fayetteville, AR. This plan now includes the actual church footprint and illustrates a concept for the parking layout within the proposed church property. Please let me know if you have any questions regarding this revised plan and I look forward to hearing how your meeting with the church goes next Wednesday.

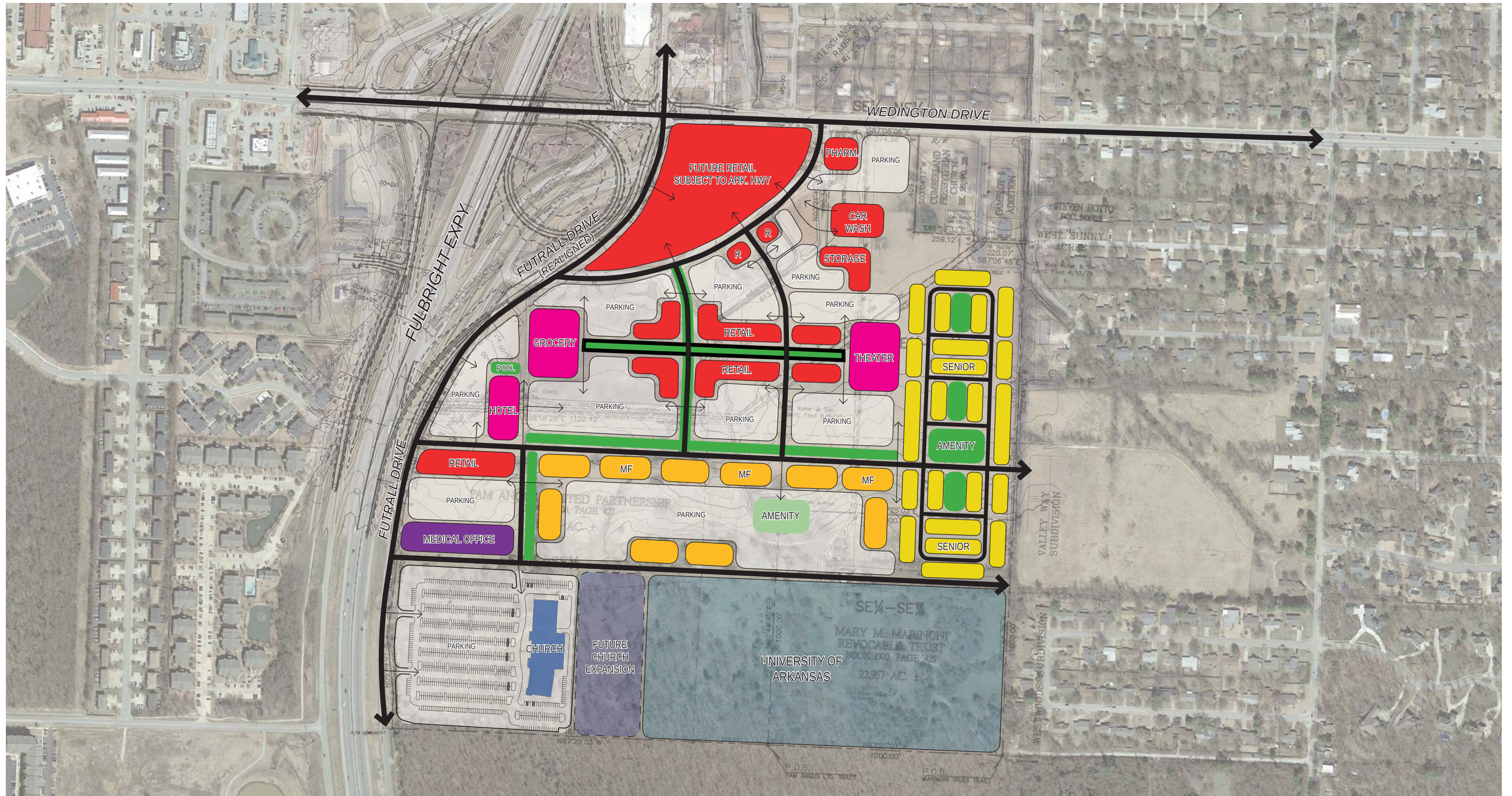
Thank you,

Heth Kendrick, PLA, ULI, ASLA

Director of Landscape Architecture | Dallas | (o) 214.842.6980 | (m) 214.316.5022

Dallas | Charlotte | Washington DC | Orlando | San Francisco

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City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, June 28, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 [2015-0650](#)

APPROVAL OF THE JUNE 21, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0303](#)

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$93,000.00 FOR SURVEYING SERVICES ASSOCIATED WITH THE GARDEN PARK APARTMENTS WATER LINE PROJECT, THE POPLAR STREET/EASY STREET SEWER LINE PROJECT, THE GREGG STREET/FULBRIGHT SEWER PROJECT, AND THE KITTY CREEK SEWER LINE PROJECT

Attachments: [MCCLELLAND CONSULTING ENGINEERS, INC.](#)

A. 3 [2016-0279](#)

BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:

A RESOLUTION TO AWARD BID # 16-35 AND APPROVE A CONTRACT WITH CARNAHAN-WHITE OF ARKANSAS, LLC IN THE AMOUNT OF \$49,983.00 FOR THE CONSTRUCTION OF THE NOLAND WASTEWATER TREATMENT PLANT EFFLUENT POND SECURITY FENCE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00

Attachments: [BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC](#)

A. 4 [2016-0295](#)**BID # 16-40 STEARMAN ROOFING AND SHEET METAL, LLC:**

A RESOLUTION TO AWARD BID # 16-40 AND APPROVE A CONTRACT WITH STEARMAN ROOFING & SHEET METAL, LLC IN THE AMOUNT OF \$30,540.00 FOR THE INSTALLATION OF A NEW ROOF FOR THE CENTRAL FIRE STATION AT 303 WEST CENTER STREET

Attachments: [BID #16-40 STEARMAN ROOFING AND SHEET METAL, LLC](#)

A. 5 [2016-0304](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,356.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 6 [2016-0301](#)**BID # 16-41 STEVE LANDERS TOYOTA NWA:**

A RESOLUTION TO AWARD BID # 16-41 AND AUTHORIZE THE PURCHASE OF TWO 2016 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA NWA OF ROGERS, ARKANSAS IN THE TOTAL AMOUNT OF \$42,800.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID # 16-41 STEVE LANDERS TOYOTA NWA](#)

A. 7 [2016-0310](#)**GOVDEALS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES THROUGH JUNE 22, 2017, AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: [GOVDEALS, INC.](#)

B. Unfinished Business:**B. 1** [2016-0294](#)**PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE
PARKING LOT:**

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT
PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO
CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS
ON SOUTHERN END

Attachments: [Alderman Petty - West Avenue Parking Lot Resolution](#)

[Exhibit A - Proposal](#)

[ADDITIONAL: PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST A](#)

This resolution was tabled at the June 21, 2016 City Council Meeting to the July 5, 2016 City Council Meeting.

B. 2 [2016-0225](#)**C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):**

AN ORDINANCE TO REZONE LOTS 7, 8, 9 AND 10 OF THE MCMILLAN ESTATES
SUBDIVISION OF THE CITY OF FAYETTEVILLE ENCOMPASSING
APPROXIMATELY 16.2 ACRES LOCATED AT MCMILLAN DRIVE FROM C-2,
THOROUGHFARE COMMERCIAL AND UT, URBAN THOROUGHFARE TO P-1,
INSTITUTIONAL SUBJECT TO THE ATTACHED BILL OF ASSURANCES

(LEFT ON FIRST READING)

Attachments: [C-PZD 16-5408: \(WEDINGTON & MARINONI DR/CROSS CHURCH\)](#)

[Exhibit C - RZN 16-5408 Updated PZD Booklet1](#)

[Exhibit D - RZN 16-5408 Updated Master Plan Drawings1](#)

This Ordinance was left of the first reading at the June 21, 2016 City Council Meeting.

C. New Business:

C. 1 [2016-0302](#)**BID # 16-38 APAC-CENTRAL, INC.:**

A RESOLUTION TO AWARD BID # 16-38 AND APPROVE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$2,574,815.20 FOR THE CONSTRUCTION OF IMPROVEMENTS TO OLD WIRE ROAD FROM MISSION BOULEVARD TO ASH STREET, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$386,222.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID # 16-38 APAC-CENTRAL, INC.:](#)
 [BA BID # 16-38 APAC-CENTRAL, INC.:](#)

C. 2 [2016-0306](#)**VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):**

AN ORDINANCE TO APPROVE VAC 16-5440 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2514 NORTH NEW SCHOOL PLACE TO VACATE PORTIONS OF A UTILITY EASEMENT

Attachments: [VAC 16-5440 \(2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL\)](#)

C. 3 [2016-0308](#)**RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5438 FOR APPROXIMATELY 185 ACRES LOCATED AT 1094 EAST DRAKE STREET FROM R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL AND C-2, COMMERCIAL THOROUGHFARE TO UT, URBAN THOROUGHFARE

Attachments: [RZN 16-5438: \(1094 Drake St./Pendergraft\)](#)

C. 4 [2016-0307](#)**RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5441 FOR APPROXIMATELY 2.71 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT AND SALEM ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO CS, COMMUNITY SERVICES

Attachments: [RZN 16-5441 \(NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER\)](#)

C. 5 [2016-0309](#)**RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5448 FOR APPROXIMATELY 8.08 ACRES LOCATED AT 2050 SOUTH SCHOOL AVENUE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND C-2, COMMERCIAL THOROUGHFARE TO CS, COMMUNITY SERVICES

Attachments: [RZN 16-5448: \(2050 S. School Ave./Harmon\)](#)

C. 6 [2016-0311](#)**CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 12 TO THE CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$436,555.00 TO ADD THE CONSTRUCTION OF A PARKING LOT, SIDEWALK AND ASSOCIATED ROAD IMPROVEMENTS AT THE REGIONAL PARK, TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$80,202.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12](#)
 [BA CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12](#)

C. 7 [2016-0298](#)**ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION:**

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES FOR UP TO THREE (3) MONTHS IN AN AMOUNT NOT TO EXCEED \$41,250.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION](#)[BA ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION](#)**D. City Council Agenda Session Presentations:****E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

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

Old business and new business.

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

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

Courtesy and respect.

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

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

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0650

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE JUNE 21, 2016 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0303

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$93,000.00 FOR SURVEYING SERVICES ASSOCIATED WITH THE GARDEN PARK APARTMENTS WATER LINE PROJECT, THE POPLAR STREET/EASY STREET SEWER LINE PROJECT, THE GREGG STREET/FULBRIGHT SEWER PROJECT, AND THE KITTY CREEK SEWER LINE PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with McClelland Consulting Engineers, Inc. in the amount of \$93,000.00 for surveying services associated with the Garden Park Apartments Water Line Project, the Poplar/Easy Street Sewer Line Project, the Gregg Street/Fulbright Sewer Project, and the Kitty Creek Sewer Line Project.

City of Fayetteville Staff Review Form

2016-0303

Legistar File ID

7/5/2016

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

Tim Nyander

6/10/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of the agreement with McClelland Consulting Engineers, Inc. to in the amount of \$93,900.00 to provide Surveying services for the Garden Park Apartments Water Line Project, the Poplar Street/Easy Street Sewer Line Project, the Gregg Street/Fulbright Sewer Project, the Kitty Creek Sewer Line Project and on-call surveying associated with these design projects

Budget Impact:

5400.5600.5314.00/5400.5700.5314.00

Water/Sewer

Account Number

Fund

12009.1 and 02017.1

Water System Rehab/Replacement & Sanitary
Sewer Rehab

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 9,111,335.00

Funds Obligated \$ 1,219,243.34

Current Balance \$ 7,892,091.66

Does item have a cost? Yes

Item Cost \$ 93,900.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 7,798,191.66

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: June 14, 2016

SUBJECT: Survey Agreement with McClelland Consulting Engineers

RECOMMENDATION:

Staff recommends approval of the agreement with McClelland Consulting Engineers, Inc.(MCE) to in the amount of \$93,900.00 to provide Surveying services for the Garden Park Apartments Water Line Project, the Poplar Street/Easy Street Sewer Line Project, the Gregg Street/Fulbright Sewer Project, the Kitty Creek Sewer Line Project and on-call surveying associated with these design projects.

BACKGROUND:

The City conducted a formal professional service selection committee meeting (RFQ-10-01, April 1, 2016) and selected McClelland Consulting Engineers to provide surveying services for City of Fayetteville in-house design and construction projects as noted above.

DISCUSSION:

The Engineering Division has a two-person survey crew as part of the design team. The survey crew provides surveying services to multiple City Divisions in addition to the surveys needed for the in-house projects designed by the City engineers. As a result, the current workload for the survey crew is quite large. In order to allow design for the above mentioned projects to begin in 2016, City staff requested that McClelland Consulting Engineers (MCE) provide a quote for the survey work needed. The design for these projects is planned to be done in-house by the Engineering design team.

BUDGET/STAFF IMPACT:

Budgeted CIP funds are available in the Sewer Rehabilitation Project and the Water Rehabilitation Project. The surveying costs that will be coming out of the Sewer Rehabilitation Project is \$77,800.00 and \$16,100.00 will be coming out of the Water Rehabilitation Project.

Attachments:

Staff Review Form
PO Request
MCE Agreement

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date: 6/15/2016	
							P.O Number:			
Vendor #: 74660			Vendor Name: McClelland Consulting Engineers				Mail ☒ YES ☐ NO		Legistar#: 2016-0303 Expected Delivery Date:	
Address: 1810 N. N. College Ave.					FOB Point:		Taxable ☐ YES ☒ NO			
City: Fayetteville			AR		Zip Code: 72702		Ship to code:		Quotes Attached ☐ YES ☐ NO	
Requester: Matt Casey					Requester's Employee #: 2119		Extension: 3429			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number		Project.Sub#	Inventory #	Fixed Asset #
1	Surveying for In-House CIP Design Projects	1	Each	77,800.00	\$77,800.00	5400.5700.5314.00		02017.1		
2	Surveying for In-House CIP Design Projects	1	Each	16,100.00	\$16,100.00	5400.5600.5314.00		12009.1		
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: \$93,900.00			
							Tax: \$0.00			
							Total: \$93,900.00			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

May 27, 2016

Mr. Jim Beavers, P.E.
Utilities Engineer
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

Re: Proposal for providing surveying services for the design of water and sewer projects in Fayetteville, AR.

Dear Mr. Beavers:

As requested, we are presenting herewith a proposed engineering services contract between McClelland Consulting Engineers, Inc., hereinafter referred to as the ENGINEER, and The City of Fayetteville, hereinafter referred to as the OWNER, which is associated with the provision of professional services as defined in Article 1 and for the consideration defined in Article 2 hereinafter.

The OWNER would like for the ENGINEER to provide surveying services for 4 water and sewer design projects in Fayetteville, Arkansas. The projects are:

- (a) water line rehabilitations at Garden Park Apartments, Mount Comfort Road, Fayetteville.
- (b) mapping for sewer line design at Poplar Street and Easy Street, Fayetteville.
- (c) mapping for sewer line design at Gregg Street and the Fulbright Expressway, Fayetteville.
- (d) mapping for sewer line analysis for Kitty Creek sewer line from Mud Creek Trail to Zion Road.

The ENGINEER will complete the tasks as outlined in Article 1.

ARTICLE 1

Task 1-Garden Park Apartments Water Line Mapping

- Conduct topographic survey of 30 foot wide corridor of existing waterline route at apartment complex. Length of existing waterline is approximately 2350 feet. Research existing easement(s) for existing waterline. Make property boundary survey ties for plotting existing water line easement(s). Plot existing easements and right of way lines on topographic survey. Provide electronic file of completed work to the City of Fayetteville. Exhibit "A" maps for additional easements are not included under this task.

Task 2-Poplar Street and Easy Street Sewer Line Mapping

- Conduct topographic survey of a 50 foot wide corridor for design of new sewer line. Length of proposed mapping route is 950 feet. Proposed sewer line route may be within the existing platted, but undeveloped Elm Street. Make property boundary survey ties for easement preparation. Research existing easement along proposed route. Plot existing easements and right of way lines on topographic survey. Provide electronic file of completed work to the City of Fayetteville. Exhibit "A" maps for additional easements are not included under this task.

Task 3-Gregg Street and Fulbright Expressway Sewer Line Mapping

- Conduct topographic survey along existing 25 foot sewer easement route for sewer line analysis. Length of proposed mapping route is approximately 1300 feet. Map approximately twenty three (23) sanitary sewer manholes for sewer design analysis. Review and plot existing easements in area of sewer line route (approximately 13). Make property boundary survey ties for plotting existing easement(s) and to establish right of way lines of the Fulbright Expressway. Plot existing easements and right of way lines on topographic survey. Provide electronic file of completed work to the City of Fayetteville Exhibit "A" maps for additional easements are not included under this task.

Task 4-Kitty Creek Sewer Line from Zion Road to Mud Creek Trail Mapping

- Conduct topographic survey of 50 foot wide corridor, along the existing sewer line easement route for sewer line analysis. Length of proposed mapping route is approximately 5400 feet. Route contains approximately 29 sanitary sewer manholes. Review and plot existing easements in area of sewer line route (approximately 13). Make property boundary survey ties for plotting existing easement(s). Plot existing easements and right of way lines on topographic survey. Provide electronic file of completed work to the City of Fayetteville. Exhibit "A" maps for additional easements are not included under this task.

Task 5-On Call Professional Services

- Provide additional topographic/boundary survey services as the owner develops the design of the above utility projects.
- Provide construction staking as requested by the owner.
- Provide other assistance as requested by the owner.
- Prepare Exhibit "A" maps as needed for any additional easements.
- Any and all requests under this task must be requested in writing.

ARTICLE 2

Task 1–Garden Park Apartments Water Line Mapping

- Payment for surveying services shall be based upon an hourly rate, plus expenses, to not exceed \$6,100 payable to the ENGINEER on a monthly basis as the work progresses.

Task 2–Poplar Street and Easy Street Sewer Line Mapping

- Payment for the surveying services shall be based upon an hourly rate, plus expenses, to not exceed \$6,550 payable to the ENGINEER on a monthly basis as the work progresses.

Task 3–Gregg Street and the Fulbright Expressway Sewer Line Mapping

- Payment for the surveying services shall be based upon an hourly rate, plus expenses, to not exceed \$15,750 payable to the ENGINEER on a monthly basis as the work progresses.

Task 4–Kitty Creek Sewer Line from Mud Creek Trail to Zion Road

- Payment for the surveying services shall be based upon an hourly rate, plus expenses, to not exceed \$41,000 payable to the ENGINEER on a monthly basis as the work progresses.

Task5-On Call Professional Services

- Payment for on call professional services shall be an hourly rate basis, plus expenses, not to exceed \$20,000, payable to the ENGINEER on a monthly basis as the services are provided. Hourly rates will be based upon the latest hourly rate schedule.

Reimbursable expenses:

- | | |
|---|-----------------------|
| • Easement search by WACO Title: | Estimated fee: \$2500 |
| • Utility locate by utility locate service: | Estimated fee: \$2000 |

ARTICLE 3

It is understood that time is of essence and that the ENGINEER shall endeavor to plan and provide his services in a timely manner.

ARTICLE 4

It is further mutually agreed by the parties hereto:

1. That the OWNER shall make available to the ENGINEER all technical data in the OWNER's possession including maps and other information required by the ENGINEER and relating to his work.
2. That, the ENGINEER shall maintain a level of competency presently maintained by other practicing professional surveyors in the same type of work for the professional and technical soundness and accuracy of all drawings, and other work and materials furnished under this Agreement.
3. All documents including drawings, specifications, estimates, field notes and other data pertaining to the work or to the project shall become the property of the OWNER.

We appreciate the opportunity to present this proposal to you. If you are in agreement, please sign and date in the spaces provided below and return a copy to our office.

Sincerely,
McClelland Consulting Engineers, Inc.



Paul Walla, P.L.S.
Survey Department Supervisor

McClelland Consulting Engineers, Inc is hereby authorized to proceed in accordance with the foregoing proposal.

Name	Title	Date
------	-------	------



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0279

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:

A RESOLUTION TO AWARD BID # 16-35 AND APPROVE A CONTRACT WITH CARNAHAN-WHITE OF ARKANSAS, LLC IN THE AMOUNT OF \$49,983.00 FOR THE CONSTRUCTION OF THE NOLAND WASTEWATER TREATMENT PLANT EFFLUENT POND SECURITY FENCE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 16-35 and approves a contract with Carnahan-White of Arkansas, LLC in the amount of \$49,983.00 for the construction of the Noland Wastewater Treatment Plant Effluent Pond Security Fence Project, and further approves a project contingency in the amount of \$5,000.00.

City of Fayetteville Staff Review Form

2016-0279

Legistar File ID

6/21/2016

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

Tim Nyander

6/1/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$49,983.00 with Carnahan - White of Arkansas for the construction of the Noland WWTP Effluent Pond Security Fence Project and a project contingency of \$5,000.00 (10%).

Budget Impact:

5400.5800.5801.00

Water/Sewer

Account Number

Fund

02032.1

WWTP Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 531,910.00

Funds Obligated \$ 17,533.00

Current Balance \$ 514,377.00

Does item have a cost? Yes

Item Cost \$ 54,983.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 459,394.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Item Cost reflects contract of \$49,983.00 plus a contingency of 5,000.00 for a total item cost of \$54,983.00



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 21, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: June 1, 2016

SUBJECT: Approval of a contract in the amount of \$49,983.00 with Carnahan - White of Arkansas for the construction of the Noland WWTP Effluent Pond Security Fence project and a project contingency of \$5,000.00 (10%).

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$49,983.00 to Carnahan - White of Arkansas for the construction of the Noland WWTP Effluent Pond Security Fence project and a project contingency of \$5,000.00 (10%) for a total of \$54,983.00.

BACKGROUND:

The effluent pond fence is a previously approved CIP project to provide a security fence around the Noland WWTP effluent pond. The Project was designed, specified and bid by the City's Engineering Division.

DISCUSSION:

On May 18, 2016, the City received eight (8) construction bids for this project. Carnahan - White of Arkansas submitted the lowest bid which was approximately 65% below the Engineer's Estimate of \$110,000.00.

Engineering staff recommends awarding this contract to Carnahan – White of Arkansas. The contract time is 45 days for final completion.

BUDGET/STAFF IMPACT:

Budgeted funds are available within the Wastewater Treatment Plant Building Improvements CIP project.

Attachments:

Staff Review Form
Purchase Order Request
Contract Agreement
Bid Tabulation
Bid Form

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.:		Date: 5/26/2016	
							P.O Number:			
Vendor #: 26941			Vendor Name: Carnahan-White of Arkansas				Mail ☒ YES ☐ NO		Legistar#: 2016-0279 Expected Delivery Date:	
Address: 4269 Jaile Lane				FOB Point:		Taxable ☐ YES ☒ NO				
City: Springdale			AR		Zip Code: 72762	Ship to code:	Quotes Attached ☐ YES ☐ NO			
Requester: Matt Casey					Requester's Employee #: 2119		Extension: 3429			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Construction of Noland WWTP Effluent Pond Security Fence Bid#16-35 Fixed Asset#6369	1			\$49,983.00	5400.5800.5801.00	02032.1		6369	
2										
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: \$49,983.00			
							Tax: \$0.00			
							Total: \$49,983.00			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

City of Fayetteville
Bid 16-35, Construction – Noland WWTP Effluent Pond Security Fence
Contract – Between City and Contractor

This contract executed this ____ day of _____, 2016, between the City of Fayetteville, Arkansas, and Cornahan White of Arkansas. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Cornahan White 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 15-63 as stated in Cornahan White's bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 15-63, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Cornahan White based on their bid proposal in an amount not to exceed \$ 49,983.00. 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 Cornahan White consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 16-35 with the specifications and conditions typed thereon.
 - B. Cornahan White's 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 Cornahan White and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Cornahan White.
5. Cornahan White shall not assign its duties under the terms of this agreement.
6. Cornahan White 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 Cornahan White's 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. Cornahan White 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, Cornahan White 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 Carnahan White.

8. Carnahan White 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 Carnahan White with 30 days written notice.
10. This project shall be completed within **45 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: Not applicable for this project.
12. 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 copying costs pursuant to the FOIA may be assessed for this compliance.
13. 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.

WITNESS OUR HANDS THIS 31st DAY OF May, 2016.

CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]
Signature

By: _____
LIONELD JORDAN, Mayor

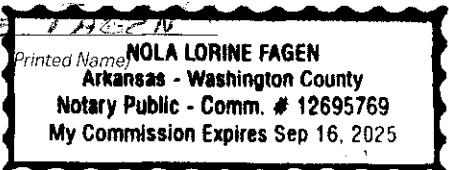
Kenna W. McCawley Commercial Sales Rep.
Printed Contractor Name & Title

Nola Lorine Fagen
ATTEST (Signature)

ATTEST: (Signature)

Nola Lorine Fagen
Company Secretary
Business Address

Sondra Smith, City Clerk – Treasurer



4269 Haile Lane Springdale, AR 72762
City, State & Zip Code

Date Signed: May 31st, 2016

Date Signed: _____

City of Fayetteville, AR
Bid 16-35, Construction – Noland WWTP Effluent Pond Security Fence
Page 29 of 29



Bid: 16-35
DATE: 05.18.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-35, Construction - Noland WWTP Effluent Pond Security Fence

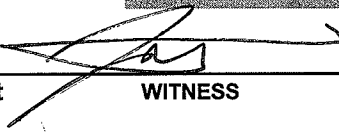
Bidder	Total Base Bid =
Bill's Fence Co.	\$64,897.00
Carnahan - White	\$49,983.00
Center Point Contractors	\$84,573.00
Delta Specialty Cont.	\$58,000.00
KB Structural	\$75,990.00
Modern Fence and Supply Co.	\$56,448.00
Modern Fence Co	\$77,718.66
Robinson Fence Co.	\$64,000.00

****Official Bid Tabulation****

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

CERTIFIED:


A. Rennie, Purchasing Agent


WITNESS


5/18/16
Date

CITY OF



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Carnahan-White of Arkansas

ARKANSAS CONTRACTORS LICENSE NUMBER: 0322470316

DUNS #: _____

TAX ID: 61-1729326

City of Fayetteville
Bid 16-35, Construction – Noland WWTP Effluent Pond Security Fence
Bid Form

Contract Name: Bid 16-35, Construction – Noland WWTP Effluent Pond Security Fence

Bid Number 16-35

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Carnahan-White of Arkansas

4269 Haile Lane Springdale, AR 72762

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>Addendum 1</u>	<u>May, 10th</u>
<u>Addendum 2</u>	<u>May, 12th</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

Total Lump Sum Bid in the amount of \$ 49,983.00

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Carnahan-White & Arkansas
ATTN: Kevin MacCawley

Phone No. 479-751-7533

FAX No. 479-419-9453

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

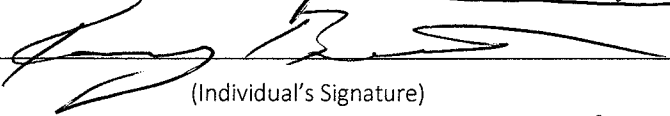
SUBMITTED on this 17th Date of May, 20 16

Arkansas State Contractor License No. 0332470316

If Bidder is:

OPTION 1: An Individual

Name (type or printed): MNE/PIPER HAMMIT OPERATING LLC

By:  (SEAL)
(Individual's Signature)

Doing business as: Carnahan-White of Arkansas

Business address: 4269 Hale Cv.

Phone No.: 479-751-7533 FAX No.: 479-419-9453

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

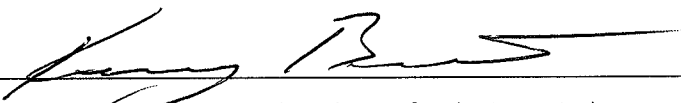
Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation or LLC

Corporation Name: _____ (SEAL)

Date of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Kenny Brandt

Title: General Manager

(CORPORATE SEAL)

Business address: 4269 Haile Ln.
Springdale, AR 72762

Phone No.: 479-751-7533 FAX No.: 479-419-9453

City of Fayetteville
Bid 16-35, Construction – Noland WWTP Effluent Pond Security Fence
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Carnahan-White of Arkansas

BUSINESS ADDRESS: 4209 Haile Ln. Springdale, AR 72762

NUMBER OF YEARS IN BUSINESS: 9 HOW LONG IN PRESENT LOCATION: 9 yrs

TOTAL NUMBER OF CURRENT EMPLOYEES: 4 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 4 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. JLA Construction
COMPANY NAME

Fayetteville, AR
CITY, STATE, ZIP

Keith Roberts
CONTACT PERSON

479-502-1515
TELEPHONE

5/15/15
DATE COMPLETED

E-MAIL ADDRESS

3. Crossland
COMPANY NAME

Rogers, AR 72756
CITY, STATE, ZIP

Russell
CONTACT PERSON

479-619-5518
TELEPHONE

5/6/2016
DATE COMPLETED

E-MAIL ADDRESS

2. CDI Contractors, LLC
COMPANY NAME

Fayetteville, AR 72703
CITY, STATE, ZIP

Tommy
CONTACT PERSON

501-680-3774
TELEPHONE

4/29/2016
DATE COMPLETED

E-MAIL ADDRESS

4. City of Springdale
COMPANY NAME

Veterans Park - Springdale
CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

5/15/15
DATE COMPLETED

E-MAIL ADDRESS

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Carnahan-White of Arkansas, LLC

4269 Haile Lane, Springdale, AR 72762

as Principal, hereinafter called the Principal, and Allied World Insurance Company

30 South 17th Street, Suite 810, Philadelphia, PA 19103

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville, Arkansas

113 West Mountain Street, Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),

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 16-35, Construction - Noland WWTP Effluent Pond Security Fence

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 materials 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 18th day of May, 2016

Carnahan-White of Arkansas, LLC

(Principal)

(Seal)

By:

(Title)

(Witness)

Allied World Insurance Company

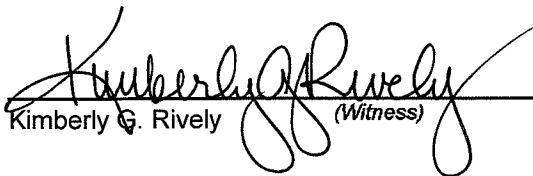
(Surety)

(Seal)

By:

Attorney-in-Fact Richard V. Dobbs, Jr.

(Title)


Kimberly G. Rively (Witness)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Allied World Insurance Company organized and existing under the laws of the State of NH and licensed to do business in the State of AR certifies and agrees, that if contract for Bid 16-35, Construction - Noland WWTP Effluent Pond Security Fence

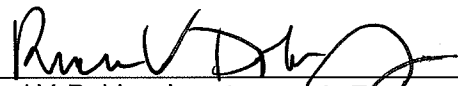
for City of Fayetteville, Arkansas

is awarded to Carnahan-White of Arkansas, LLC

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 18th day of May, 2016.

Allied World Insurance Company

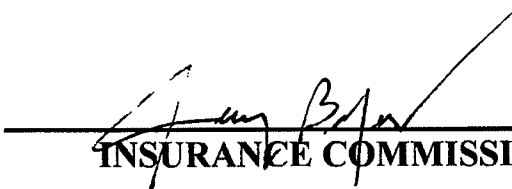
By: 
Richard V. Dobbs, Jr., Attorney-in-Fact

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of Arkansas, Certificate of Authority No. 2502 is hereby amended as follows:

ALLIED WORLD REINSURANCE COMPANY (NAIC # 22730) changed its name to ALLIED WORLD INSURANCE COMPANY, effective the 11th day of December, 2012.



In Witness Whereof, I have hereunto set my hand and affixed the official seal of this Department at the City of Little Rock, Arkansas, this 22nd day of February, 2013.


INSURANCE COMMISSIONER



Allied World Surety

Division of Allied World Insurance Company
30 S. 17th St., Suite 810
Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: April 7, 2016

No. 27690-A1141

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):

Scott Mahorsky

Christine Hartung

Richard V. Dobbs, Jr.

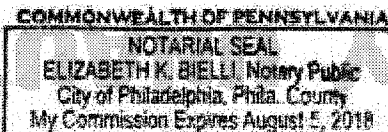
FIRM:

The Mahorsky Group 2100 Quaker Pointe Drive Quakertown, PA 18951

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 7th day of April, 2016



[Signature]

Title: Senior Vice President - Surety

State of Pennsylvania)
County of Philadelphia) ss.

On this 7th day of April, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]

Notary

My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation 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 signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Timothy J. Curry, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 18th day of May, 2016.

[Signature]

Timothy J. Curry, Secretary



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0295

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID # 16-40 STEARMAN ROOFING AND SHEET METAL, LLC:

A RESOLUTION TO AWARD BID # 16-40 AND APPROVE A CONTRACT WITH STEARMAN ROOFING & SHEET METAL, LLC IN THE AMOUNT OF \$30,540.00 FOR THE INSTALLATION OF A NEW ROOF FOR THE CENTRAL FIRE STATION AT 303 WEST CENTER STREET

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 16-40 and approves a contract with Stearman Roofing & Sheet Metal, LLC in the amount of \$30,540.00 for the installation of a new roof for the Central Fire Station at 303 West Center Street.

City of Fayetteville Staff Review Form

2016-0295

Legistar File ID

7/5/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

6/9/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 16-40 for the Central Fire Station Roofing from the vendor Stearman Roofing and Sheet Metal, LLC. in the amount of \$30,540.00

Budget Impact:

4470.9470.5400.00

Sales Tax Capital

Account Number

Fund

02006.1

Fire Facility Maintenance

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 246,966.00

Funds Obligated \$ 75,831.60

Current Balance \$ 171,134.40

Does item have a cost? Yes

Item Cost \$ 30,540.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 140,594.40

Must Attach Completed Budget Adjustment:

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: June 9, 2016

SUBJECT: Approval of a resolution awarding Bid 16-40 for the Central Fire Station Roofing from the vendor Stearman Roofing and Sheet Metal, LLC. in the amount of \$30,540.00

RECOMMENDATION:

Approval of a resolution awarding Bid 16-40 for the Central Fire Station Roofing from the vendor Stearman Roofing and Sheet Metal, LLC. in the amount of \$30,540.00

BACKGROUND:

The age of Central Fire Station's roof and some small leaks have led to the need to replace the roof. After conferring with Facilities Management and following the City's Procurement Policy, this bidder has met the specifications necessary to provide for the installation of a new roof for the City's Central Fire Station at 303 W. Center.

DISCUSSION:

The approval of this resolution will allow for the purchase and installation of a new roof for the Central Fire Station.

BUDGET/STAFF IMPACT:

The funds for this purchase are budgeted and available in Project #02006.1, Fire Facility Maintenance

ATTACHMENTS:

Final Bid Tabulation Sheet, Purchasing Documents and Contract, and Purchase Order Request



Bid: 16-40
DATE: 06.01.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-40, Construction - Central Fire Station Roofing

	Franklin and Son Inc.	Joplin Roofing Co. Inc.	RB Trumble Construction LLC	Roberts McNutt, Inc.	Stearman Roofing & Sheet Metal, LLC
Description	Total Base Bid =	Total Base Bid =	Total Base Bid =	Total Base Bid =	Total Base Bid =
Total Base Bid for Bid 16-40	\$48,100.00	\$59,560.00	\$50,695.00	\$38,837.00	\$30,540.00

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

Official Bid Tabulation

CERTIFIED:

A. Rennie, Purchasing Manager

Witness L. McLaughlin

6/2/16
Date

This contract executed this ____ day of _____, 2016, between the City of Fayetteville, Arkansas, and Stearman Roofing & Sheet Metal, LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Stearman Roofing & Sheet Metal, LLC 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 16-40 as stated in Stearman Roofing & Sheet Metal, LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-40, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Stearman Roofing & Sheet Metal, LLC based on their bid proposal in an amount not to exceed \$30,540.00. 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 Stearman Roofing & Sheet Metal, LLC consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 16-40 with the specifications and conditions typed thereon.
 - B. Stearman Roofing & Sheet Metal, LLC 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 Stearman Roofing & Sheet Metal, LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Stearman Roofing & Sheet Metal, LLC.
5. Stearman Roofing & Sheet Metal, LLC shall not assign its duties under the terms of this agreement.
6. Stearman Roofing & Sheet Metal, LLC 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 Stearman Roofing & Sheet Metal, LLC 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. Stearman Roofing & Sheet Metal, LLC 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, Stearman Roofing & Sheet Metal, LLC 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. The premiums for all insurance and the bond required herein shall be paid by Stearman Roofing & Sheet Metal, LLC.

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.

8. Stearman Roofing & Sheet Metal, LLC 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 Stearman Roofing & Sheet Metal, LLC with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: Not applicable for this project.
12. 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 photocopying costs pursuant to the FOIA may be assessed for this compliance.
13. 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2016.

STEARMAN ROOFING AND SHEET METAL, LLC

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Signature

By: _____

LIONELD JORDAN, Mayor

Gary Stearman
Printed Contractor Name & Title

Business Address

406 E Henri DE Tonti

City, State & Zip Code

Fayetteville, AR 72701

Sondra E. Smith, City Clerk – Treasurer

Date Signed: 6-7-16

Date Signed: _____

BID BOND
(Percentage)

Bond No. 62791840

KNOW ALL PERSONS BY THESE PRESENTS, That we Stearman Roofing & Sheet Metal, LLC
of P O Box 986, Farmington, AR 72730

WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Fayetteville, AR

~~of~~

, hereinafter referred to as the Principal, and
Five Percent of the Amount Bid

(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

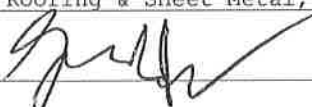
WHEREAS, Principal has submitted or is about to submit a proposal to Obligor on a contract for Central Fire Station - Install Tpo Roof Over Existing Roof 5%

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligor; or if Principal shall fail to do so, pay to Obligor the damages which Obligor may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 1st day of June, 2016.

Principal

Stearman Roofing & Sheet Metal, LLC

BY: 

Surety

WESTERN SURETY COMPANY

BY: 

Margaret Christine Keele, Attorney



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62791840

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Margaret Christine Keele

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Stearman Roofing & Sheet Metal, LLC

Obligee: City of Fayetteville, AR

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of August 30th, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of June, 2016.

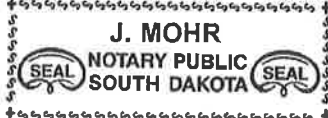


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 1st day of June, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of June, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

OPERATING AGREEMENT

OF

STEARMAN ROOFING & SHEET METAL, LLC

THIS OPERATING AGREEMENT (the "Agreement") is entered into by and among the Members of STEARMAN ROOFING & SHEET METAL, LLC [a limited liability company (the "Company"). The undersigned, being the designated Manager authorized on behalf of all of the Members of the Company, hereby agree to establish and operate the Company pursuant to the Arkansas Small Business Entity Tax Pass Through Act (Act 1003 of 1993); Ark. Code Ann. Section 4-32-101 et seq. ("LLC Act"), and accordingly agree as follows:

WITNESSETH:

WHEREAS, the undersigned desire to form a limited liability company pursuant to the laws of the State of Arkansas and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

INTRODUCTORY CLAUSE

Articles and Purpose. The Articles of Organization are hereby ratified and confirmed in all respects as the Articles of Organization of the Limited Liability Company (hereinafter the "Company"). The primary purpose for which this Company is formed is for administration and manage Roofing and Sheet Metal and do all things proper, incidental and conducive to the complete attainment of such purposes, and to conduct all business reasonably necessary and incidental thereto; In addition, the Company shall have full power and authority to transact any and all lawful business otherwise for which limited liability companies may be organized under the LLC Act.

1. OFFICES

1.1 Principal Office. The principal office of the Company in the State of Arkansas shall be located at 406 E Henry De Tonti #2 Tontitown, AR 72762; P.O. Box 986, Farmington, Arkansas 72730. The Company may have such other offices, either within or without the state of Arkansas as the members may designate or as the business of the Company may from time to time require.

1.2 Registered Office; Resident Agent. The registered office of the Company to be maintained in the State of Arkansas is 701 South Street Suite 100

Mountain Home, AR 72653. The resident agent at such office is Registered Agents Inc. The registered office may be changed from time to time by action of the members and by filing the prescribed form with the Arkansas Secretary of State.

2. MEETINGS

2.1 Annual Meeting. The annual meeting of the members shall be held in the month of January in each year, beginning with the year 2017, for the purpose of electing the management committee and for the transaction of such other business as may come before the meeting. If the election shall not be held at the time designated herein for the annual meeting of the members, or at any adjournment thereof, the members shall cause the election to be held at a special meeting of the members as soon thereafter as it may conveniently be held.

2.2 Regular Meetings. The members may provide for the holding of regular meetings by resolution prescribing the time for such meetings and may provide that the adoption of such resolution shall constitute notice of such regular meetings.

2.3 Special Meetings. Special meetings of the members, for any purpose or purposes, may be called by the management committee or by any two members.

2.4 Notice of Meeting. Except where notice is not required, as provided herein, written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given not less than ten (10) days before the date of the meeting, by or at the direction of the management committee, to each member of record entitled to vote at such meeting. When all the members of the Company are present at any meeting and do not object to notice, or if those not present sign in writing a waiver of notice of such meeting, or subsequently ratify all the proceedings thereof, the transactions of such meeting are as valid as if a meeting were formally called and notice had been given. Notwithstanding the above, if either notice of two consecutive annual meetings and required notices of all meetings in the interim, or two payments of distribution of profits sent by U. S. Postal Service mail during a twelve-month period are returned as undeliverable, the giving of further notices is not required. In that event, any action taken without notice to the member shall be deemed to have been taken with notice to the member until such time as the member provides a current address to the Company.

2.5 Place of Meeting. Except as provided herein, all meetings of the members shall be at the principal office or registered office stated in sections 1.1 and 1.2 above. Any meeting of the members may be held at any other location upon unanimous agreement of the members. A written consent to hold a meeting at an alternate location shall be irrevocable for purposes of one meeting specified therein.

2.6 Waiver of Attendance. Attendance by a member at a meeting shall be deemed to be a waiver of any objection to notice or place of a meeting, unless the member appears solely for purposes of objecting to notice or place of meeting.

2.7 Quorum. At any meeting of the members, a majority of the equity interests, as determined from the capital contribution of each member as reflected by the books of the Company, represented in person or by proxy, shall constitute a quorum at a meeting of members. If less than said majority of the equity interests are represented at a meeting, a majority of the interests so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

2.8 Proxies. At all meetings of members, a member may vote by written proxy by the member or by his or her duly authorized attorney-in-fact. To be effective, such proxy must be personally received by the management committee, or received at the office of the management committee at the Company's principal office at least ten (10) hours prior to the time of commencement of the meeting. In addition, to an original writing, members may designate a proxy by a telegram, cablegram, or facsimile that sets forth sufficient information to determine that the transmission was authorized by the member. No proxy shall be valid after three (3) months from date of execution, unless otherwise provided in the proxy. No proxy shall, in any case, be valid for longer than seven (7) years from the date of the execution.

2.9 Voting by Certain Members. Equity ownership interests standing in the name of a corporation, partnership or company may be voted by such officer, partner, agent or proxy as the bylaws, partnership agreement, or other operating agreements of such entity may prescribe. Equity ownership interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such certificates into his or her name.

2.10 Manner of Acting.

(a) Formal Action by Members. Unless otherwise specified for certain actions in the Articles of Organization or this Operating Agreement, the act of a majority of the equity ownership interests of members present at a meeting at which a quorum is present shall be the act of the members. Upon demand of any member, voting on a particular issue may be recorded in accordance with percentage of equity ownership in the Company.

(b) Procedure. A manager of the Company, when present, shall preside at meetings of the members. The presiding manager or the members may move or second any item of business. A record shall be maintained of the

meetings of the members. The members may adopt their own rules of procedure which shall not be inconsistent with this Operating Agreement.

(c) Presumption of Assent. A member of the Company who is present at a meeting of the members at which action on any matter is taken shall be presumed to have assented to the action taken, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the Operating Manager or person presiding at the meeting before the adjournment thereof, or shall forward such dissent by certified mail to the management committee immediately after the "adjournment of the meeting." Such right to dissent shall not apply to a member who voted in favor of such action.

(d) Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the members entitled to vote with respect to the subject matter thereof.

2.11 Order of Business. The order of business at all meetings of the members shall be as follows:

1. Roll Call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Report of the Operating Manager
5. Reports of committees, if any
6. Unfinished Business
7. New Business

2.12 Telephonic Meeting. Members of the Company may participate in any meeting of the members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participation in a meeting pursuant to this Section shall constitute presence in person at such meeting. The Company shall provide members with adequate means by which to participate in all meetings telephonically, by conference call capability at the meeting location, or other adequate means.

3. FISCAL MATTERS

3.1 Fiscal Year. The fiscal year of the Company, for both accounting and tax reporting purposes, shall be the calendar year.

3.2 Deposits. All cash funds of the Company shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the members may select.

3.3 Contracts, Conveyances. Except as otherwise specifically provided herein, no contracts on behalf of the Company shall be executed except by a resolution of the members. No conveyances of property of the Company, other than payments of money in the ordinary course of the Company's business, shall be made except upon authorization by a resolution of the members. The members may, by resolution, authorize the management committee or designated managing officers to enter into any contract or execute any instrument. Such authorization may be general or confined to specific instances.

3.4 Loans. No loans shall be contracted on behalf of the Company, and no notes or other evidence of indebtedness of the Company shall be issued except upon authorization by resolution of the members. The members may, by resolution, authorize the management committee or designated managing officers to contract loans or issue notes or other evidences of indebtedness. Such authority may be general or confined to specific instances.

3.5 Checks, Drafts, Etc. All checks, drafts, notes, liabilities incurred by the Company, or other orders for the payment of money issued in the name of the Company shall be signed by a manager or managers to be designated for that purpose.

3.6 Accountant. An accountant may be selected from time to time by the members to perform such tax and accounting services as may from time to time be required. The accountant may be removed by the members at any time, with or without cause.

3.7 Legal Counsel. One or more attorneys at law may be selected from time to time by the members to review the legal affairs of the Company and to perform such other services as may be required and to report to the members with respect thereto.

4. MEMBERSHIP RECORDS AND TRANSFER OF OWNERSHIP

4.1 Membership Records. The managers shall maintain a current record of the members, their equity ownership interest in the Company, their capital accounts, and their membership percentage.

4.2 Transfer of Ownership. Any member may transfer his or her membership interest in the Company at any time. The transferee shall have no right to participate in the management of the business and affairs of the Company or to become a member. The transferee shall only be entitled to receive the share of the profits or

other compensation and the return of contributions, if any, to which that member would otherwise be entitled.

4.3 No Return of Capital. No member shall be entitled to receive any part of his or her contribution to capital until the dissolution of the Company or liquidation of that member's interest in the Company.

5. CAPITAL AND CAPITAL CONTRIBUTIONS

5.1 Capital of the Company. The capital of the Company shall be the aggregate amount of the capital contribution made to it by the members.

5.2 Original Contribution of Members. The members shall contribute to the Company certain properties or services particularly described on Exhibit A, which is attached hereto and incorporated by this reference.

5.3 Membership Percentages. Each member's membership percentage is his or her percentage of equity ownership of the Company, which shall be the equivalent of the services contributed and the future services to be provided as a percentage of the capital of the Company. The initial membership percentages of each member are set forth on Exhibit A.

5.4 No Additional Capital Contributions. Members will not be obligated to make additional contributions to capital except upon a resolution of the members that includes a determination of business necessity.

6. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each member under the rules for maintaining capital accounts as may be prescribed in federal treasury regulations. Unless required to the contrary by regulations, a member's capital account shall be his or her original capital contribution, increased by his or her share of (a) income, (b) gain and (c) tax-exempt income of the Company, and reduced by his or her share of (d) distributions of money or property, (e) deductions, (f) losses and (g) other Company expenditures.

7. ADMISSION OF NEW MEMBERS

New members may be admitted to the Company upon unanimous agreement by the members.

8. DISTRIBUTION OF PROFITS AND LOSSES

8.1 General. The members may from time to time unanimously declare, and the Company may distribute, accumulated profits determined to be not necessary for the cash needs of the Company's business. Such distributions may be made subject to the additional requirement that, after such distribution is made, the assets of the Company exceed the net losses (determined for federal tax purposes) and other liabilities of the Company, except liabilities to members on account of their capital contributions. Unless otherwise provided, retained profits shall be deemed to be an increase in the capital of the Company.

8.2 Allocations. The net profits of the Company shall be allocated to all members in proportion to their capital accounts. All losses and deductions shall be allocated to the members in proportion to their capital accounts.

8.3 Rules for Determining Profits and Losses. For the purpose of determining net profits distributable among the members, and for the purpose of determining net losses to be borne by the members, the rules for determination of net income or net losses for federal income tax purposes shall apply. Such income or losses shall be allocated among and borne by the members at the end of each accounting year as above provided. The members may establish additional rules and procedures for determining and allocating the profits to the members consistent with federal treasury regulations and the provisions of this Operating Agreement.

8.4 Distributions on Dissolution. Upon dissolution of the Company, or liquidation of any member's interest in the Company, liquidating distributions will be in accordance with the positive capital account balances of each member, as determined after taking into account all capital account adjustments for the tax year during which such liquidation occurs.

9. BOOKS AND RECORDS

9.1 Books and Records. The books and records of the Company required by law shall be kept at the of the Company. Other books and records shall be kept at such other places, within or without the state of Arkansas, as the members shall from time to time determine.

The books and records which the Company shall keep at its registered office are:

- (a) A current list of the full name and last known business address of each member and manager separately identifying the members in alphabetical order and the managers, if any, in alphabetical order;

(b) A copy of the filed articles of organization and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any document has been executed;

(c) Copies of the Company's federal income tax returns and reports, if any, for the three (3) most recent years;

(d) Copies of any then effective written operating agreement and of any financial statements of the Company for the three (3) most recent years; and

(e) Unless contained in the articles of organization, a writing setting out:

(1) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each member and which each member has agreed to contribute;

(2) The items of which or events on the happening of which any additional contributions agreed to be made by each member are to be made;

(3) Any right of a member to receive, or of a manager to make, distributions to a member which include a return of all or any part of the member's contribution; and

(4) Any events upon the happening of which the limited liability is to be dissolved and its affairs wound up.

9.2 Right of Inspection. Any member of record shall have the right to examine, at any reasonable time or times, for all purposes, the financial statements, the books and records of account, minutes and records of members and to make copies thereof, with copies at the members' expense. Such inspection may be made by any agent or attorney of the member.

9.3 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting practices.

10. MANAGEMENT

10.1 Management of the Business. This company shall be manager managed. The initial elected managers are set forth in the articles of organization filed with the appropriate State agency. If the appropriate State agency does not require the Managers names be set for the in the articles of organization, or the organizer elects not to set forth the names of the Managers in the articles of organization, the Members may

elect the Managers in this agreement in the certification of Managers. Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in the articles of organization and/or this agreement will serve as the Managers of this company until a meeting of members is held and new Manager(s) elected. The Member/Manager or his designated appointee shall have the responsibilities set forth in §10.2 below.

10.2 Manager. The Manager shall be the chief executive officer of the Company responsible for the general overall supervision of the business and affairs of the Company. He or she shall, when present, preside at all meetings of the members. Each Member/Manager or his appointee may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which he or she is authorized to execute under Article 3 of this Operating Agreement, except in cases where the signing or execution thereof shall be expressly delegated by the members or by this Operating agreement or by Statute to some other manager of the Company; and, in general, he or she shall perform all duties as may be prescribed by the members from time to time.

The specific authority and responsibility of the Manager shall also include the following:

- (1) The Manager shall effectuate this Operating Agreement and the regulations and decisions of the members.
- (2) The Manager or his designated appointee shall direct and supervise the operations of the Company.
- (3) The Manager or his designated appointee, within such parameters as may be set by the members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company.
- (4) The Manager or his designated appointee, within the budget established by the members, shall set and adjust wages and rates of pay for all personnel of the Company and shall appoint, hire and dismiss all personnel and regulate their hours of work.
- (5) The Manager or his designated appointee shall keep the members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the members at each annual meeting and at other times as may be directed by the members.

10.3 Other Managers. The Company may, at the discretion of the members, have additional managers, who shall each be considered a manager of the

Company. Such additional managers may include, without limitation, one or more vice-operating managers, one or more secretaries and one or more treasurers. The duties of such manager shall be as specified by resolution of the members.

10.4 Election and Tenure. The initial Manager shall be Gary Stearman JR. The managers of the Company shall be elected annually by the members at the annual meeting, beginning 2017. Each manager shall hold office from the date of his or her election until the next annual meeting and until his or her successor shall have been elected, unless he or she shall sooner resign or be removed.

10.5 Resignations and Removal. Any manager may resign at any time by giving written notice to the management committee or to all of the members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any manager may be removed at any time by the members with or without cause.

10.6 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by the members.

10.7 Salaries. The salaries of the managers shall be fixed from time to time by the members and no manager shall be prevented from receiving such salary by reason of the fact that he or she is also a member of the Company.

11. MISCELLANEOUS

11.1 Arbitration. Any controversy or claim between members relating to the Articles of Organization or this Operating Agreement shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. One arbitrator will be used, unless the parties to the dispute are not able to agree on a designated arbitrator, in which case a three (3) member panel of arbitrators will be used.

11.2 Notice. Except as provided in Section 2.8 (regarding proxies), whenever notice of any kind is required or permitted under the terms and provisions of the laws of the State of Arkansas, the Articles of Organization or this Operating agreement, the same may be deposited with the U. S. Postal Service by registered or certified mail, postage prepaid, to the indicated parties at their last known address as shown in the records of the Company, or in lieu thereof, by regular first class mail, postage prepaid, private carrier, facsimile, or delivery in person. If properly mailed by registered or certified mail, the date of mailing shall be the effective date of notice. If notice is by facsimile, the effective date shall be the next date after the date of receipt of transmission that is not a weekend or U. S. Postal Service holiday. Otherwise, the effective date of notice shall be the date of actual receipt by the party entitled to notice.

Members changing their addresses shall give notice to the Company and the Company shall give notice of its change of registered or principal office within ten (10) days.

11.3 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the laws of the State of Arkansas, the Articles of Association of the Company or this Operating Agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.4 Indemnification of Members, Managers. Unless the members determine that he or she did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and unless the members determine that, with respect to any criminal acts or proceeding he or she was without reasonable cause to believe that his or her conduct was unlawful, the Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he or she is or was a member of the Company or a managing officer, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.5 Other Indemnification. The Company may, by member action, indemnify any employee, agent, or other person acting on behalf of the Company under the same terms and conditions as set forth in section 11.4. The Company shall indemnify members, managers, employees and agents when the requirements of the laws of the State of Arkansas (generally, regarding successful defense of actions) have been met.

11.6 Indemnification Funding; Insurance. The Company shall fund the indemnification obligations provided by Section 8.3 in such manner and to such extent as the members may from time to time deem proper. The members may cause the Company to maintain insurance coverage to provide for any expenses of indemnification of the Company.

11.7 Anticipated Transactions. It is anticipated that the members and managers will have other legal and financial relationships. Representatives of this Company, along with representatives of other entities, may from time to time participate in the joint development of contracts and transactions designed to be fair and

reasonable to each participant and to afford an aggregate benefit to all participants. Therefore, it is anticipated that this Company will desire to participate in such contracts and transactions and, after ordinary review for reasonableness, that the participation of the Company in such contracts and transactions may be authorized by the members, subject to the requirements regarding transactions with interested members, managers and employers as stated in the articles of organization.

11.8 Gender and Number. Whenever the context requires, the gender of all words used herein shall include the masculine, feminine and neuter, and the number of all words shall include the singular and plural thereof.

11.9 Articles and Other Headings. The articles and other headings contained in this Operating Agreement are for reference purposes only and shall not affect the meaning or interpretation.

11.10 Reimbursement of Managers and Members. Managers and members shall receive reimbursement for expenses reasonably incurred in the performance of their duties.

11.11 Document Copies. Except where otherwise limited by law, any photocopy, facsimile copy, or other reliable reproduction of any writing may be substituted for the original writing or for any original signature affixed thereto for any Company business purpose (including, without limitation, notices and consents) for which the original could be used, provided that the copy or reproduction is a complete and accurate reproduction of the entire original writing.

12. DISSOLUTION OF THE COMPANY

12.1 Events of Dissolution. The Company is dissolved at or upon: (a) the time specified in the Articles of Organization; (b) the written consent of all Members, the dissolution of any Member unless the business of the Company is continued by the consent of all remaining Members on or before the 90th day following the event of dissolution; or (c) the entry of a Decree of Judicial Dissolution.

12.2 Winding Up. When the Company is dissolved, its business and affairs may be wound up by all Members except that no Member who has previously dissociated from the Company or filed notification of intent to withdraw or who has engaged in wrongful conduct shall participate in the winding up of the Company.

12.3 Liquidating Distributions. The assets of the Company shall be distributed as follows:

- (a) Creditors shall be paid or adequately provided for, including, to the extent permitted by law, payments to Members who are creditors, in satisfaction of liabilities of the Company;

(b) Then to Members and former Members in satisfaction of liabilities for distributions previously declared but not yet paid;

(c) To Members and former Members first for the return of their Capital Contributions and second in proportion to the Members' respective right to share in distributions prior to dissolution.

12.4 Articles of Dissolution. Those Members in charge of winding up the business and affairs of the Company shall, as soon as possible after dissolution occurs, file Articles of Dissolution as permitted by the LLC Act.

13. AMENDMENTS

This Operating Agreement may be altered, amended, restated, or repealed and a new Operating Agreement may be adopted by a majority vote of the equity interests of the members, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

CERTIFICATION

THE UNDERSIGNED, being the authorized and designated Manager of Stearman Roofing & Sheet Metal, LLC, hereby evidences the adoption and ratification of the forgoing Operation Agreement of the Company.

EXECUTED by the undersigned member on the date indicated.

January 15, 2016



Gary Stearman JR, Manager Member

January 15, 2016



Charles Palmer, Member

January 15, 2016



Melissa Sims, Member

EXHIBIT A

STEARMAN ROOFING & SHEET METAL, LLC

ORIGINAL CONTRIBUTION OF ASSETS
(Per Article 5 of the Operating Agreement)

MEMBER	ASSETS CONTRIBUTED	PERCENTAGE OF INTEREST
Gary Stearman JR	Services Contributed and Future Services to be provided	50%
Charles Palmer	\$50,000.00	25%
Melissa Sims	Services Contributed and Future Services to be provided	25%

City of Fayetteville
Bid 16-40, Construction – Central Fire Station Roofing
Bid Form

Contract Name: Bid 16-40, Construction – Central Fire Station Roofing
Bid Number 16-40

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

STEARMAN Roofing & Sheet METAL
406 E Henri DE TONT,
Tontitown AR 72770

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>Add 1</u>	<u>5-25-2016</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

Total Lump Sum Bid in the amount of \$ 30,540⁰⁰

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Stearman Roofing & Sheet Metal
Gary Stearman JR
406 E Henri DE Tonti Tontitown, AR 72762
Phone No. 479-361-1400 or 479-530-9772
FAX No. 479-361-1401

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this Wednesday Date of June 1, 20 16

Arkansas State Contractor License No. 0357350517

DUNS #: _____ CAGE CODE: _____

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation or LLC

Corporation Name: Stearman Roofing & Sheet Metal, LLC (SEAL)

Date of Incorporation: January 15, 2016

Type (General Business, Professional, Service, Limited Liability): LLC

By: _____



(Signature – attach evidence of authority to sign)

Name (type or printed):

Gary Stearman Jr

Title:

Managing Member

(CORPORATE SEAL)

Business address:

406 E Henry DeTont #2
Tontitown, AR 72770

Phone No.:

479-530-9772

FAX No.:

479-361-1401

City of Fayetteville
Bid 16-40, Construction – Central Fire Station Roofing
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Steorman Roofing & Sheet Metal
BUSINESS ADDRESS: 406 E Henri DE Tonti Tontitown AR 72770
NUMBER OF YEARS IN BUSINESS: 1 HOW LONG IN PRESENT LOCATION: 1
TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 7 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. CR Crawford
COMPANY NAME
1102 S Hoppy Hollow Road
CITY, STATE, ZIP
Dave Kennedy
CONTACT PERSON
479-251-1161
TELEPHONE
5-26-16
DATE COMPLETED

Scott @ CR Crawford . com
E-MAIL ADDRESS

3. Hurt Properties
COMPANY NAME
2780 N Surrey Crossing Fayetteville
CITY, STATE, ZIP
Edward Hurley
CONTACT PERSON
479-595-0556
TELEPHONE
3-18-2016
DATE COMPLETED

Edward. Hurley @ G-mail. com
E-MAIL ADDRESS

2. Mathias Properties
COMPANY NAME
5571 Bleaux Ave, Springdale, AR
CITY, STATE, ZIP
David Combs
CONTACT PERSON
479-750-9100
TELEPHONE
8-28-2015
DATE COMPLETED

Dcombs @ mathias Properties . com
E-MAIL ADDRESS

4. John Brown University
COMPANY NAME
5100m Springs, AR 72761
CITY, STATE, ZIP
Steve Bronkle
CONTACT PERSON
479-589-8312
TELEPHONE
5-12-16
DATE COMPLETED

SBronkle @ SBU . EDU
E-MAIL ADDRESS



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 16-40, Construction – Central Fire Station Roofing

DEADLINE: Wednesday June 01, 2016 before 2:00 PM, Local Time, Room 306

PRE-BID MEETING: Thursday May 19, 2016 at 10:00 AM at Central Fire Station, 303 W.

Center Street

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, Purchasing Agent, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: May 11, 2016 and May 18, 2016

INVITATION TO BID

Bid 16-40, Construction – Central Fire Station Roofing

No late bids shall be accepted. Bids shall be submitted in sealed envelopes. 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.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 38 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

City of Fayetteville, AR

Bid 16-40, Construction – Central Fire Station Roofing

Page 1 of 38

Project Manual



CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – Central Fire Station Roofing

BID # 16-40
Date: May 2016

CITY OF



Project Check List

This checklist is for the Bidder's use in preparing & submitting a bid. It is not intended to include all details necessary to prepare a bid and shall not be used as a substitute for the requirements of the bid documents. Information is shown below only as a matter of convenience. Use of this checklist does not relieve the Bidder from the responsibility of meeting all requirements of the Specifications concerning the preparation of an acceptable bid. Bidders are welcome to use this form as a coversheet for a sealed envelope; however, using this form itself is NOT a requirement.

- ☒ 5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)
 - In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.
- ☒ All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).
- ☒ All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.
- ☒ All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents
- ☒ All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: Stearman Roofing + Sheet Metal

ARKANSAS CONTRACTORS LICENSE NUMBER: 0351350517

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for

the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4 Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.

- 9.3 The address and telephone number for communications regarding the Bid must be shown.
- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration prior to bid

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1** A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1 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

City of Fayetteville, AR

Bid 16-40, Construction – Central Fire Station Roofing

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all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1 Americans with Disabilities Act.
- 27.2 Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3 Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.
- 27.4 Arkansas Department of Labor Prevailing Wage Rates apply if bid amount is \$75,000 or more. In the event bid and contract award does not exceed \$75,000 then the prevailing wage requirements do not apply. Please refer to Attachment A for further information pertaining to this requirement.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1 All bidders shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids will 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 the 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. WITHDRAWAL 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:

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 verify 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's 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's business enterprises.

10. PROVISION FOR OTHER AGENCIES:N/A

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 JURISDICTION:

- 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 any and 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 thirty (30) 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.

- 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 thirty (30) 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) Bidders shall 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. ***Applicable sales tax shall be included in the bid price.*** Applicable Arkansas sales tax laws will apply to this bid.
- 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 Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). 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 Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) 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 bid, or any contract entered related thereto, shall be governed by Arkansas law without regard to conflicts of law principles. Proposer hereby expressly and irrevocably waives any claim or defense in any action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- k) 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 it 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.
- l) 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 the 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. **ADDITIONAL REQUIREMENTS:** Bidders shall conform to the requirements listed below and include appropriate evidence for each unless otherwise stated. Proof of appropriate insurance as well as performance and payment bond shall be provided before work begins and is not required for bid opening. Five percent bid bond shall be submitted with ALL bids exceeding \$20,000.

- a. Workers Compensation as required by Arkansas State Statutes
- b. Bidder shall have general liability insurance as required at a minimum of \$1,000,000.00
- c. A bid bond of five percent (5%) shall be submitted with all bids. A cashier's check from a bank located in the State of Arkansas for five percent (5%) of the amount bid will also be acceptable as a replacement to a bid bond. In the event a cashier's check is submitted AND that vendor is awarded the bid, the bid bond will not be returned until the City of Fayetteville has a valid one hundred (100) percent performance and payment bond.
- d. A 100% performance and payment bond is required within ten (10) calendar days after a contract has been signed by all parties. The performance and payment bond shall be received by the City before any work is initiated on the project. The performance and payment bond shall be presented to the City after it has been stamped by the Washington County Clerk's Office.
- e. A State of Arkansas Commercial Contractor's License is required to bid on the project.
- f. All bidders shall have commercial construction experience completing jobs of similar scope to this project. Bidders shall provide a minimum of four (4) references listing contracts completed within the past five (5) years.
- g. Insurance shall be provided to the City after contract award. Bidder shall furnish a certificate of insurance addressed to the City, showing that the awarded entity 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, Bidder 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.
 - i. Workmen's Compensation – Statutory Amount
 - ii. Comprehensive General & Automobile Insurance:
 - 1. Bodily Injury Liability – \$500,000 for each person injured.

- 2. Each Accident – \$1,000,000
- iii. Property Damage Liability – \$1,000,000 aggregate.

- h. Any dumpster used on site shall be acquired from the City of Fayetteville Recycling and Trash Collection Division. Use of other commercial third-party containers is not allowed.

27. DESCRIPTION OF BID:

- a. The project will be bid under a Lump Sum, Base Bid format: Work includes Site Preparation and Improvements, Demolition of Existing Building Components and Systems, Cleaning of the existing building, new Construction and Renovation along with any and all other Work as shown on the Drawings, described in the Specification and described herein, all to be let under one prime contract.
- b. Contractors, Sub-Contractors, Suppliers, Vendors and Others are to refer to the conditions and instructions issued by the City of Fayetteville for additional bidding requirements.

28. EXAMINATION OF PREMISES, PERMITS, & FEES REQUIRED:

- a. Before submitting his quotation, Contractor will be held to have examined the premises, satisfied themselves as to the conditions of the site and site work needed and satisfied themselves as to existing conditions under which he will be obligated to operate, or that will in any manner affect Work under this contract.
- b. Before submitting his quotation, Contractor will be held to have contacted the City/County, Utilities or any other local Jurisdictions for the project and to have determined any and/or all requirements for completion of the work at this specific location including, but not limited to: Building Permits, Traffic Control, Utility Connections, Zoning and Planning Requirements, Water Service Connections and any or all other requirements for the Work. The Base Bid is to include all items, costs or procedures required for completion of the work whether shown correctly on the drawings, specified correctly in the Project Manual - or not shown at all. Costs for Permits are to include any Tap, City Assessments, Impact Fees, Special Permits, Highway Access Permits and/or any other Impact Costs needed to complete the Work.
- c. Bidder shall be informed fully of conditions relating to construction of project and employment of labor. Failure to do so does not relieve successful bidder of his obligation to furnish material and labor necessary to carry out provisions of his contract. Insofar as possible Contractor, in carrying out his Work, must employ such methods or means to avoid any interruption of or interference with Work of any other Contract.

29. AVAILABILITY OF BID DOCUMENTS:

- a. Copies of drawings, specification and other proposed contract documents are available from the City of Fayetteville. All dissemination of Documents and control of the dissemination of Documents and information to sub-contractors, vendors, suppliers or others involved with the Contractor's bid are the Contractor's responsibility, the City is not responsible to disseminate Documents or Information at anyone except the proposed General Contractors who have properly registered to bid the Work with the City.

30. BID FORMS:

- a. All Bids shall be submitted on the Bid Form included. Submit one full completed and executed copy including corporation seals and signatures by parties legally able to bind the contracting firm to the City. Subcontractor bids are to comply with the requirements of the Contract Documents regardless of the bid forms or bidding paperwork supplied by the Bidding General Contractors. All bids are to be complete without qualifications or conditions.
- b. All pricing information requested on the Bid Form shall be filled out completely. Contractors shall not add any additional pricing information to the Bid Form. Contractors shall bid the entirety of the Work, if clarifications are required for a complete bid seek and obtain interpretations and addendum from the City **BEFORE** bids is given.

31. INTERPRETATIONS:

- a. No interpretation of plans, specifications or other bid documents will be made orally to the bidder. Requests for interpretation or clarification of Bid Documents must be made in writing addressed to the City of Fayetteville. **TO BE**

GIVEN CONSIDERATION, REQUESTS FOR INTERPRETATION MUST BE RECEIVED AT LEAST FIVE (5) WORKING DAYS PRIOR TO DATE FIXED FOR RECEIPT OF BIDS.

- b. Interpretations and additional information will be issued in the form of written addenda via e-mail to all listed on the plan holders list and those subscribed to the City's Purchasing mailing list. **ADDENDA WILL BE ISSUED UP TO THREE (3) DAYS (72 hours) PRIOR TO DATE FIXED FOR OPENING OF BIDS.** Failure of bidder to receive any addendum shall not relieve bidder from obligation under his bid as submitted. All addenda so issued shall become part of Contract Documents.
- c. Should an error, inconsistency or omission be found in the Bid Documents after the Bid Opening, the Contractor will be deemed to have prepared his bid based upon the more costly way of performing the work. It is the responsibility of the Contractor, Subcontractor, Bidder, Supplier or Vendor to determine the work required for the installation of their portions of the project including the work of other trades required to facilitate their own Work during bidding and not the Architect's responsibility to provide complete and fully coordinated Documents. The Architect will have sole discretion to determine the Work to be performed based on inconsistencies in the work, or inconsistencies between any portions of the bid documents.
- d. The Contract Documents are "Complementary" and anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications is to have the same effect as if shown or mentioned in both. Anything mentioned or shown in one portion or by one discipline (i.e. mechanical, electrical, plumbing, civil, etc., versus architectural or visa versa) and not shown or mentioned in other disciplines or areas of the Drawings and/or Project Manual (i.e. equipment shown on drawings or indicated in the project manual and power not shown on the electrical drawings) is to have the same effect as if shown or mentioned in both places.
- e. Precedence **IS NOT** given to the Specifications over the Drawings or to Large Scale Drawings over Smaller Scale Drawings. All drawings and all specifications are complimentary and shall be viewed collectively when interpreting the Design Intent for the Project. The Architect is the sole judge and interpreter of Design Intent and his decision will be final and binding upon the General Contractor, Sub Contractors and Suppliers.

32. QUALIFICATIONS OF SUPPLIERS, SUB-CONTRACTORS OR BIDDERS:

- a. City may make such investigations as they deem(s) necessary to determine ability of bidder(s) to perform Work, and bidder shall furnish to City all such information and data for this purpose City may request. City reserves right to reject bid of any bidder, sub-bidder or vendor who has previously failed to perform properly, or to complete on time, contracts of similar nature; who is not in position to perform contract, or who has habitually and without just cause neglected payment of bills or otherwise disregarded obligations to subcontractors, material men, or employees.
- b. It is the responsibility of the General Contractor to determine the viability of entities who will be sub-bidders, vendors or supplier to the Work during the bidding period. The City will not increase the cost of the work to change sub-bidders, vendors or suppliers of the Work when just fail to perform or start the Work.

33. CONDITIONAL BIDS:

- a. **Conditional bids will not be considered.** Bid with conditions as to the bid amount, work amounts, limitations, qualifications or time constraints will not be considered. Bids with conditions as to the Work or items that would be included or would be not included in the Work will not be considered. Including in the Base Bid only the costs for an unconditional bid based on the Construction Documents and do not include proposed deductions or any qualifications in the Bid or Time amounts in the Base Bid whatsoever.
- b. Calculations or qualifications by Subs, Vendor or Suppliers to the Bidders are not binding on the City and can not be made a part of any Bid or relied upon in any way to modify or limit the Work required by the Contract Documents.

34. "CALL BEFORE YOU DIG" STATE LAW:

- a. State Laws passed requiring notification and marking of underground items before digging on a construction project using mechanized equipment or hand tools are a requirement of this project. Failure to not do so can result in penalties. Safety is entirely the responsibility of the Contractor(s) and the Contractor(s) are to comply with all notification laws, regulations or customary requirements of the location, jurisdiction or place in which the work is to be preformed. It is not the responsibility of the Architect to indicate laws or applicable regulations for the location of

the work and is the responsibility of the Contractor(s) to obtain a full understanding of the conditions and requirements, laws and procedures for the work in the location the work is to be completed.

35. OTHER BIDDER RESPONSIBILITIES:

- a. It is the responsibility of the Bidders to determine issues, inconsistencies or questions during the bidding period and to request clarification of such items or questions in writing to the City. Questions must be submitted at least 5 working days prior to the bid date for response. The determination of cost issues that arise after the bid process, where question or clarifications were not completed by the Bidders will be determined by the City and no additional costs will be allowed for providing any item needed to properly complete the intent of the work indicated on the Documents as interpreted by the City.
- b. It is the responsibility of the Bidder to contact all City, State and/or Local Jurisdictions, Utilities and/or other Entities having Jurisdiction over the Work during the bid period and to determine any and all requirements, installation instructions, installation details or other conditions needed for properly providing the Work indicated and envisioned in the Contract Documents. After the bid period any adjustment that is needed to complete the Work such as, but not limited to; Utility Taps, Road and Entryway Configurations, Drainage Structures, Utility Installation Configurations costs or fees or other such similar requirements of Entities with Jurisdiction(s) over the Work or any such adjustments in the Work that is determined to be different than those shown on the Contract Documents and needed to meet the demands or requirements of such Utilities or Jurisdictions will be paid for by the Bidder.

36. SUBCONTRACTOR DISCLOSURE FORMS, ILLEGAL ALIEN EMPLOYMENT ACT REGISTRATION:

- a. All BIDDERS are required to provide complete disclosure of all subcontractors, vendors, suppliers or anyone else involved in the Work. Complete disclosure of the work, costs and contractual relationship of all Bidders are to be provided upon request including both the State's Grant & Disclosure Form (F-1, revision 11-29-00) and the State of Arkansas Immigrant website statements.
- b. All bidders are required to complete the State's Illegal Alien Employment Act certifications. Successful bidders are required to access the State's Web Site (www.arkansas.gov/dfa/procurement) and to register as required.

37. DISCLOSURE OF SUBCONTRACTORS AND SUBCONTRACTOR PRICING:

- a. A detailed breakdown of costs for the Work in the CSI format is required to be delivered to the City after the Bidding by the successful Bidder for review with the City and/or State Authorities.
- b. A detailed list of all subcontractors, vendors and suppliers of the Work is required to be delivered to the City after the Bidding by the successful Bidder for review with the City and /or State Authorities. The City reserves the right to review and approve the use of any sub-contractor, vendor, material or product for use in the project.

38. CONTRACTORS COMPLETION:

- a. Lien Releases are to be executed by all sub-contractors, vendors and the General Contractor and are to be submitted along with a Consent of Surety as a condition to be completed when the Final Payment Request is delivered to the Architect for review and payment by the City.
- b. Contractor is to attach final payment request to the completed Consent of Surety Document and is to provide supporting attachments for; the General Contractors overall Final Lien Release and supporting Final Lien Release Documents from all subs, major vendors and suppliers as supporting evidence that all payments have been made and are complete for the Work. Consent of Surety document can be obtained from Architect.
- c. Letter of Completion: At the time of Final Payment the Contractor is to also submit a letter on the firm's letterhead and signed by the City or Authorized Agent of the Contractor stating that all work has been completed to the requirements of the Contract Documents and the Work is ready for Occupancy. Attach copies of local jurisdictions Occupancy Permit where required.

39. ATTACHMENTS TO BID DOCUMENTS: The following attachments are hereby included and made part of the requirements for this bid package. Pricing shall be inclusive of entire bid package.

- a. N/A. All bid documents are included with FILE 01 issued on the project. Additional documents may be issued via addendum.

City of Fayetteville
Bid 16-40, Construction – Central Fire Station Roofing
Bid Form

Contract Name: Bid 16-40, Construction – Central Fire Station Roofing
Bid Number 16-40

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder:

STEARMAN Roofing & Sheet METAL
406 E Henri DE TONTI
Tontitown AR 72770

Section 1 – Intent:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Fayetteville in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Section 2 – Terms & Conditions:

2. Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 180 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of City's Notice of Award.

Section 3 – Bidder's Representations:

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A.) Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
ADD 1	5-25-2016
_____	_____
_____	_____
_____	_____

B.) Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C.) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D.) Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that City and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E.) Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F.) Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G.) Bidder is aware of the general nature of work to be performed by City and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H.) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I.) Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J.) The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K.) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over City.

L.) Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

M.) No Bid shall be based upon aggregate of Subcontractors performing more than 60 percent of the total Work.

N.) The experience, past performance, and ability of each proposed Subcontractor will be considered in the evaluation of Bids. Any Subcontractor so requested shall be required to furnish experience statements prior to the Notice of Awards.

Section 4 – Price:

Total Lump Sum Bid in the amount of \$ 30,540⁰⁰

Section 5 – Listing of Subcontractors:

I, the signed General Contractor, certify that proposals from the following subcontractors were used in the preparation of my proposal. I agree that if I am the successful bidder, and if the following subcontractors are approved by the City, I will not enter into contracts with others for these divisions of the Work without written approval from the City.

Section 6 – Contract Times:

A.) Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated in the Agreement.

B.) Bidder accepts the provisions of the Agreement referring to liquidated damages in the event of failure to complete the Work with the times specified in the Agreement.

Section 7 – Communications:

A.) Communications concerning this Bid shall be addressed to the Bidder as follows:

Stearman Roofing & Sheet Metal
Gary STEARMAN JR
406 E Henri DE Tonti TONTTOWN, AR 72162
Phone No. 479-361-1400 OR 479-530-9772
FAX No. 479-361-1401

Section 8 – SIGNATURE:

A.) This bid is being submitted in good faith, according to the entire bid package presented:

SUBMITTED on this Wednesday Date of June 1, 2016

Arkansas State Contractor License No. 0357350517

DUNS #: _____ CAGE CODE: _____

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation or LLC

Corporation Name: Stearman Roofing & Sheet Metal, LLC (SEAL)

Date of Incorporation: January 15, 2016

Type (General Business, Professional, Service, Limited Liability): LLC

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Gary Stearman Jr

Title: Managing Member

(CORPORATE SEAL)

Business address: 406 E Henry De Tont #2
Tontitown, AR 72770

Phone No.: 479-530-9772 FAX No.: 479-361-1401

City of Fayetteville
Bid 16-40, Construction – Central Fire Station Roofing
Vendor References

The following information is required from all Bidders so all bids may be reviewed and properly evaluated.

COMPANY NAME: Steorman Roofing & Sheet Metal
BUSINESS ADDRESS: 406 E Henri DE Tonti Tontitown AR 72770
NUMBER OF YEARS IN BUSINESS: 1 HOW LONG IN PRESENT LOCATION: 1
TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 7 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed). Contractors shall have valid experience.

1. CR Crawford
COMPANY NAME
1102 S Hopper Hollow Road
CITY, STATE, ZIP
Dave Kenney
CONTACT PERSON
479-251-1161
TELEPHONE
5-26-16
DATE COMPLETED

2. Mathias Properties
COMPANY NAME
5571 Bleoux Ave, Springdale, AR
CITY, STATE, ZIP
David Combs
CONTACT PERSON
479-750-9100
TELEPHONE
8-28-2015
DATE COMPLETED

3. Hunk Properties
COMPANY NAME
2780 N Surrey Crossing Fayetteville
CITY, STATE, ZIP
Edward Hurley
CONTACT PERSON
479-595-0556
TELEPHONE
3-18-2016
DATE COMPLETED

4. John Brown University
COMPANY NAME
Siloam Springs, AR 72761
CITY, STATE, ZIP
Steve Brankle
CONTACT PERSON
479-589-8312
TELEPHONE
5-12-16
DATE COMPLETED

Edward.Hurley@gmail.com
E-MAIL ADDRESS

SBrankle@SBU.EDU
E-MAIL ADDRESS

PART I: GENERAL

1.0. OVERVIEW

A. Bidder shall provide all labor, materials, tools and equipment for the installation of a complete 20 year mechanically attached 50 Mil PVC roof system. Work shall include but is not limited to wall cap, wall to roof flashings, counter flashings, roof penetration flashings, mechanical unit flashings, and walk way pads. Demo, and haul off shall be by contractor.

All bidders are required to visit the site to verify measurements and existing conditions. Site verification may be done at the scheduled pre-bid meeting or by contacting Wade Abernathy, Facilities Management Supervisor at (479) 575-8363. Failure to attend the pre-bid meeting or schedule an on-site inspection with Wade Abernathy could result in bid rejection.

Bidders shall be aware of the following additional job specific requirements:

- a. The City will release all work presented in the at one time with a single Notice to Proceed.
- b. All permits necessary to complete this job shall be obtained and paid for by the awarded contractor. City permits are required; however, fees for City issued permits shall be waived.
- c. Work shall be completed within thirty (30) calendar days of Notice to Proceed.
- d. The City does not intend on holding any retainage from payments associated with this project.
- e. Payments will be made within thirty (30) calendar days of accepted invoice.
- f. Liquidated damages do not apply to this project.
- g. Contractor shall be held responsible for any damages done to City property or property of others during their work associated with this project.
- h. Contractor shall coordinate with City during construction.
- i. Work hours available for construction include Monday – Saturday, 6AM – 7PM. Contractor shall be considerate of neighbors.
- j. Contractor is responsible for all demo and haul off.
- k. Any dumpster used on site shall be acquired from the City of Fayetteville Recycling and Trash Collection Division. Use of other commercial third-party containers is not allowed.

1.1. REFERENCES

- A. NRCA - The NRCA Roofing and Waterproofing Manual.
- B. ASCE 7- Minimum Design Loads for Buildings And Other Structures.
- C. UL - Roofing Materials and Systems Directory, Roofing Systems (TGFU. R10128).
- D. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- E. ASTM D 751 - Standard Test Methods for Coated fabrics.
- F. ASTM D 4434 -Standard Specification for Poly (Vinyl Chloride) Sheet Roofing.
- G. ASTM E I 08 - Standard Test Methods for Fire Tests of Roof Coverings.
- H. ASTM E 11 9 - Standard Test Methods for Fire Tests of Building Construction and Materials.

1.2. SYSTEM DESCRIPTION

A. General: Provide installed roofing membrane and base flashings that remain watertight; do not permit the passage of water; and resist specified uplift pressures, thermally induced movement, and exposure to weather without failure.

1. Approximately 95 squares in size. All bidders shall verify measurements in person at pre-bid meeting or other scheduled appointment prior to placing a bid.

B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by roofing membrane manufacturer based on testing and field experience.

C. Physical Properties: See Section 2.2 below.

D. Cool Roof Rating Council (CRRC):

1. Membrane must be listed on CRRC website.

a. Initial Solar Reflectance: $\geq 88\%$

b. Initial Thermal Emittance: $\geq 87\%$

c. Initial Solar Reflective Index (SRI): ≥ 111

d. 3-Year Aged Solar Reflectance: $\geq 68\%$

e. 3-Year Aged Thermal Emittance: $\geq 84\%$

f. 3-Year Aged Solar Reflective Index (SRI): ≥ 82

1.3. SUBMITTALS

A. Site visit required prior to submittal.

1. Bid shall be based on exact field measurements prior to submittal

B. Bidder shall submit the items below after award. These items are not required with the bid submittal.

1. Manufacturer data sheets on each product to be used, including:

a. Preparation instructions and recommendations.

b. Storage and handling requirements and recommendations.

c. Installation methods.

d. Maintenance requirements.

2. Shop Drawings: Indicate insulation pattern, overall membrane layout, field seam locations, joint or termination detail conditions, and location of fasteners.

3. Verification Samples: For each product specified, two samples, representing actual product, color and finish.

a. 4 inch by 6 inch sample of roofing membrane, of color specified.

b. 4 inch by 6 inch sample of walkway pad.

c. Termination bar, fascia bar with cover, drip edge and gravel slop if to be used.

d. Each fastener type to be used for installing membrane, insulation/recover board, termination bar and edge details.

4. Installer Certification: Certification from the roofing system manufacturer that installer is approved, authorized, or licensed by manufacturer to install roofing system.

1. 4. QUALITY ASSURANCE

A. Perform work in accordance with manufacturer's installation instructions.

B. Manufacturer Qualifications: A manufacturer specializing in the production of PVC membranes systems and utilizing a Quality Control Manual during the production of the membrane roofing system that has been approved by and is inspected by Underwriters Laboratories.

C. Installer Qualifications: Company specializing in installation of roofing systems similar to those specified in this project and approved by the roofing system manufacturer.

D. Source Limitations: Obtain components for membrane roofing system from roofing membrane manufacturer.

E. There shall be no deviations from the roof membrane manufacturer's specifications or the approved shop drawings without the prior written approval of the manufacturer.

1.5. REGULATORY REQUIREMENTS

A. Conform to applicable code for roof assembly wind uplift and fire hazard requirements.

B. Fire Exposure: Provide membrane roofing materials with the following fire-test-response characteristics. Materials shall be identified with appropriate markings of applicable testing and inspecting agency.

1. Exterior Fire-Test Exposure:

a. Class A; ASTM E 108, for application and roof slopes indicated.

2. Fire-Resistance Ratings: Comply with ASTM E 119 for fire-resistance-rated roof assemblies of which roofing system is a part.

3. Conform to applicable code for roof assembly fire hazard requirements.

C. Wind Uplift:

1. Roofing System Design: Provide a roofing system designed to resist uplift pressures calculated according to the current edition of the ASCE-7 Specification *Minimum Design Loads for Buildings And Other Structures*.

1.6. PRE- INSTALLATION MEETING

A. Convene meeting not less than one week before starting work of this section.

B. Review methods and procedures related to roof deck construction and roofing system including, but not limited to, the following.

1. Meet with City, testing and inspecting agency representative, roofing installer, roofing system manufacturer's representative, deck installer, and installers whose work interfaces with or affects roofing including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
4. Review structural loading limitations of roof deck during and after roofing.
5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
6. Review governing regulations and requirements for insurance and certificates if applicable.
7. Review temporary protection requirements for roofing system during and after installation.
8. Review roof observation and repair procedures after roofing installation.

1.7. DELIVERY, STORAGE AND HANDLING

- A. Deliver roofing materials to project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Store roof materials and place equipment in a manner to avoid permanent deflection of deck.
- E. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.8. WARRANTY

- A. Contractor's Warranty: The contractor shall warrant the roof application with respect to workmanship and proper application for two (2) years from the effective date of the warranty issued by the manufacturer. Warranty shall be inclusive of all labor.
- B. Manufacturer's Warranty: Shall be no dollar limit type and provide for completion of repairs, replacement of membrane or total replacement of the roofing system at the then current material and labor prices throughout the life of the warranty. In addition the warranty shall meet the following criteria:
 1. Warranty Period: 20 years from date issued by the manufacturer.
 2. No exclusion for damage caused by ponding water.
 3. No exclusion for damage caused by biological growth.

4. Issued direct from and serviced by the roof membrane manufacturer.
5. Transferable for the full term of the warranty.

PART 2 PRODUCTS

2. 1. Manufacturer

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Carlisle Syntec®
2. Duro-last®
3. GAF®
4. John Manville®
5. Sika Sarnafil®

B. All roofing system components to be provided or approved by Manufacturer

C. Substitutions: Not permitted without pre-approval, prior to bid deadline, from the City of Fayetteville.

2.2. ROOFING SYSTEM COMPONENTS

A. Roofing Membrane conforming to ASTM D 4434, Type III, fabric-reinforced, PVC. Membrane properties as follows:

1. Thickness:
 - a. 50 mil.
2. Exposed Face Color:
 - a. White.

B. Accessory Materials: Provide accessory materials supplied by or approved for use by manufacturer.

1. Sheet Flashing: Manufacturer's standard reinforced PVC sheet flashing.
2. Factory Prefabricated Flashings: manufactured using Manufacturer's standard reinforced PVC membrane.
 - a. Stack Flashings.
 - b. Curb Flashings.
 - c. Inside and Outside Corners.
 - d. Drain Boots, Composite Drain Rings (CDR) and Dome Strainers.
 - e. Vinyl Coated Metal Scupper Inserts.
 - f. Vinyl Coated Pitch Pans.

3. Sealants and Adhesives: Compatible with roofing system and authorized by manufacturer
4. Slip Sheet: Compatible with roofing system and authorized by manufacturer
5. Fasteners and Plates: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 44 70, designed for fastening membrane and insulation to substrate.
 - a. # 14 Heavy Duty Fasteners.
 - b. Poly Plates.
 - c. Cleat Plates.
6. Termination and Edge Details:
 - a. Termination Bar.
 - b. Flat Coping.
7. Vinyl Coated Metal: 24 gauge, hot-clipped galvanized, grade 90 metal with a minimum of 17 mil of membrane laminated to one side.
8. Two-Way Roof Vents: Install a minimum of 1 vent for each 1,000 ft² (93m²) of roof area.

C. Slip Sheet – 0.4 MIL

D. Walkways

1. Provide non-skid, maintenance-free walkway from ladder to and around all mechanical equipment.

PART 3 EXECUTION

3. 1. EXAMINATION

- A. Verify that the surfaces and site conditions are ready to receive work.
- B. Verify that the deck is supported and secured.
- C. Verify that the deck is clean and smooth, free of depressions, waves, or projections, and properly sloped to drains, valleys, eaves, scuppers or gutters.
- D. Verify that the deck surfaces are dry and free of standing water, ice or snow.
- E. Verify that all roof openings or penetrations through the roof are solidly set.
- F. If substrate preparation is the responsibility of another contractor, notify Architect of unsatisfactory preparation before proceeding.
- G. Prior to re-covering an existing roofing system, conduct an inspection of the roofing system
 1. Determine required fastener type, length, and spacing.
 2. Verify that moisture content of existing roofing is within acceptable limits.
 3. Identify damaged areas requiring repair before installation of new roofing.
 4. Conduct core cuts as required to verify information required.

3.2. PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Surfaces shall be clean, smooth, free of fins, sharp edges, loose and foreign material, oil, grease, and bitumen.
- D. Re- Roofing over Existing Single- Ply System:
 - 1. Cut existing membrane free from entire roof perimeter and from around all penetrations.
 - 2. Slice membrane in a 10 foot grid pattern throughout field of roof.
 - 3. Remove all loose or high fasteners.
 - 4. Remove PVC membrane installed directly over styrene insulation board and repair damaged insulation.

3.3. INSTALLATION

- A. Install insulation in accordance with the roof manufacturer's requirements.
- B. Separation Slip Sheet
 - 1. Install in accordance with the roof manufacturer's requirements.
- C. Roof Membrane: 50 mil PVC thermoplastic membrane.
 - 1. Use only fasteners, stress plates and fastening patterns accepted for use by the roof manufacturer. Fastening patterns must meet the applicable design requirements.
 - 2. Install fasteners in accordance with the roof manufacturer's requirements. Fasteners that are improperly installed shall be replaced or corrected.
 - 3. Mechanically fasten membrane to the structural deck utilizing fasteners and fastening patterns that in accordance with the roof manufacturer's requirements.
 - 4. Cut membrane to fit neatly around all penetrations and roof projections.
 - 5. Unroll roofing membrane and positioned with a minimum 6 inch overlap.
- D. Seaming:
 - 1. Weld overlapping sheets together using hot air. Minimum weld width is 1- 1/2 inches.
 - 2. Check field welded seams for continuity and integrity and repair all imperfections by the end of each work day.
- E. Membrane Termination/Securement: All membrane terminations shall be Completed in accordance with the membrane manufacturer's requirements.
 - 1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

2. Provide securement at any angle change where the slope or combined slopes exceeds two inches in one horizontal foot.

F. flashings: Complete all flashings and terminations as indicated on the drawings and in accordance with the membrane manufacturer's requirements.

1. Provide securement at all membrane terminations at the perimeter of each roof level, roof section, curb flashing, skylight, expansion joint, interior wall, penthouse, and other similar condition.

- a. Do not apply flashing over existing thru -wall flashings or weep holes.
- b. Secure flashing on a vertical surface before the seam between the flashing and the main roof sheet is completed.
- c. Extend flashing membrane a minimum of 6 inches (152 mm) onto the main roof sheet beyond the mechanical securement.
- d. Use care to ensure that the flashing does not bridge locations where there is a change in direction (e.g. where the parapet meets the roof deck).

2. Penetrations:

- a. Flash all pipes, supports, soil stacks, cold vents, and other penetrations passing through the roofing membrane as indicated on the Drawings and in accordance with the membrane manufacturer's requirements.
- b. Utilize custom prefabricated flashings supplied by the membrane manufacturer.
- c. Existing flashings: Remove when necessary to allow new flashing to terminate directly to the penetration.

3. Pipe Clusters and Unusual Shapes:

- a. Clusters of pipes or other penetrations which cannot be sealed with prefabricated membrane flashings shall be sealed by surrounding them with a prefabricated vinyl coated metal pitch pan and sealant supplied by the membrane manufacturer.
- b. Vinyl-coated metal pitch pans shall be installed, flashed and filled with sealant in accordance with the membrane manufacturer's requirements.
- c. Pitch pans shall not be used where prefabricated or field fabricated flashings are possible.

G. Roof Drains:

1. Coordinate installation of roof drains and vents.
2. Remove existing flashing and asphalt at existing drains in preparation for sealant and membrane.
3. Provide a smooth clean surface on the mating surface between the clamping ring and the drain base.

H. Edge Details:

1. Provide edge details as indicated on the Drawings. Install in accordance with the membrane manufacturer's requirements.

2. Join individual sections in accordance with the membrane manufacturer's requirements.
3. Coordinate installation of metal flashing and counter flashing
4. Manufactured Roof Specialties: Coordinate installation of copings, counter flashing systems, gutters, downspouts, and roof expansion assemblies specified in Section 077 10.

I. Walkways:

1. Install walkways in accordance with the membrane manufacturer's requirements.
2. Provide walkways where indicated on the Drawings.
3. Install walkway pads at roof hatches, access doors, rooftop ladders and all other traffic concentration points regard less of traffic frequency. Provided in areas receiving regular traffic to service rooftop units or where a passageway over the surface is required.
4. Do not install walkways over flashings or field seams until manufacturer's warranty inspection has been completed.

J. Water cut-offs:

1. Provide water cut-offs on a daily basis at the completion of work and at the onset of inclement weather.
2. Provide water cut-offs to ensure that water does not flow beneath the completed sections of the new roofing system.
3. Remove water cut-offs prior to the resumption of work.
4. The integrity of the water cut-offs is the sole responsibility of the roofing contractor.
5. Any membrane contaminated by the cut-off material shall be cleaned or removed.

3.4. FIELD QUALITY CONTROL

- A.** The membrane manufacturer's representative shall provide a comprehensive final inspection after completion of the roof system. All application errors shall be addressed and final punch list completed.

3.5. PROTECTION

- A.** Protect installed roofing products from construction operations until completion of project.
- B.** Where traffic is anticipated over completed roofing membrane, protect from damage using durable materials that are compatible with membrane.
- C.** Repair or replace damaged products after work is completed.

City of Fayetteville
Bid 16-40, Construction – Central Fire Station Roofing
Draft Contract – Between City and Contractor

This contract executed this ____ day of _____, 2016, between the City of Fayetteville, Arkansas, and _____ . In consideration of the mutual covenants contained herein, the parties agree as follows:

1. _____ 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 16-40 as stated in _____ bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-40, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay _____ based on their bid proposal in an amount not to exceed \$ _____. 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 _____ consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 16-40 with the specifications and conditions typed thereon.
 - B. _____ 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 _____ and may be modified only by a duly executed written instrument signed by the City of Fayetteville and _____.
5. _____ shall not assign its duties under the terms of this agreement.
6. _____ 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 _____ 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. _____ 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, _____ 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 _____.

8. _____ 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 _____ with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: Not applicable for this project.
12. 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 copying costs pursuant to the FOIA may be assessed for this compliance.
13. 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2016.

CONTRACTOR NAME

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Signature

By: _____
LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Sondra Smith, City Clerk – Treasurer

Business Address

City, State & Zip Code

Date Signed: _____

Date Signed: _____



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0304

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,356.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council for the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$4,356.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2016-0304

Legistar File ID

7/5/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

6/15/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$4,356.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.3040.5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 21,318.00

Funds Obligated \$ 3,297.44

Current Balance \$ 18,020.56

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 4,356.00

Remaining Budget \$ 22,376.56

Must Attach Completed Budget Adjustment:

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief *ICP*

DATE: June 15, 2016

SUBJECT: Approval of a budget adjustment in the amount of \$4,356.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$4,356.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$4,356.00 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division: Fire	Adjustment Number
2016	Dept.: Fire	
	Requestor: David Dayringer	

Approval of a budget adjustment in the amount of \$4,356.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RESOLUTION/ORDINANCE

v.20160125

Account Number	Expense	Revenue	Project	Sub	AT	Account Name
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1010.3040.5218.01	4,356	-	EX	HAZMAT Equipment
1010.0001.4401.08	-	4,356	RE	HAZMAT Interlocal Revenue

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City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0301

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID # 16-41 STEVE LANDERS TOYOTA NWA:

A RESOLUTION TO AWARD BID # 16-41 AND AUTHORIZE THE PURCHASE OF TWO 2016 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA NWA OF ROGERS, ARKANSAS IN THE TOTAL AMOUNT OF \$42,800.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 16-41 and authorizes the purchase of two 2016 Toyota Tacomas from Steve Landers Toyota NWA of Rogers, Arkansas in the total amount of \$42,800.00 for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2016-0301

Legistar File ID

7/5/2016

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

Jesse Beeks/Sara Glenn

6/15/2016

Fleet Operations /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of two 2016 Toyota Tacomas available through Steve Landers Toyota of Rogers, AR for the lowest bid price received through bid 16-41 in the amount of \$21,400.00 each, for a total of \$42,800.00 for use by the Water & Sewer Department.

Budget Impact:

9700.1920.5802.00

Shop Fund

Account Number

Fund

02078.2015/2016

Light/Medium Trucks

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,025,974.76

Funds Obligated \$ -

Current Balance \$ 1,025,974.76

Does item have a cost? Yes

Item Cost \$ 42,800.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 983,174.76

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: June 15, 2016

SUBJECT: Purchase of two Compact Trucks for Water & Sewer

RECOMMENDATION:

That City Council approve the purchase of two 2016 Toyota Tacomas available through Steve Landers Toyota of Rogers, AR for the lowest bid price received through bid 16-41 in the amount of \$21,400.00 each, for a total of \$42,800.00 for use by the Water & Sewer Department.

BACKGROUND:

Unit 2096 is a 2006 Chevrolet Silverado 1500. It has now reached 113% of the original purchase price in life to date maintenance cost.

Unit 2131 is a 2009 Chevrolet Colorado and has reached 92% of the original purchase price in life to date maintenance costs.

These vehicles are used by the Meter division for reading meters around town. They are required to haul equipment and need the capabilities of a truck. However, they constantly have to stop and at times fit into tight spots. For these reasons, a smaller compact truck is more functional than a SUV or full size truck.

DISCUSSION:

Fleet recommends the purchase of two 2016 Toyota Tacomas available through Steve Landers Toyota of Rogers, AR for the lowest bid price received through bid 16-41 in the amount of \$21,400.00 each, for a total of \$42,800.00 for use by the Water & Sewer Department.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for these purchases. Sufficient funds were collected for the replacement of unit 2096. There is a slight shortfall of funds collected for the replacement of 2131, which should be covered by the sale of this unit.

Attachments:

PO – Purchase Requisition

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 6/15/2016			
							P.O Number:			
Vendor #:			Vendor Name: Steve Landers Toyota of NWA				Mail ☐ YES ☒ NO		Legistar#: 2016-0301	
Address:					FOB Point:		Taxable ☐ YES ☒ NO			
City:			State:		Zip Code:		Ship to code: 50		Expected Delivery Date:	
Requester: Sara Glenn					Requester's Employee #: 3912		Quotes Attached ☐ YES ☒ NO			
					Extension: 3485					
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	2016 Toyota Tacoma	1	ea	21,400.00	\$21,400.00	9700.1920.5802.00	02078.2015	2202	702202	
2	To be unit 2202, Fixed asset# 702202				\$0.00					
3	2016 Toyota Tacoma	1	ea	21,400.00	\$21,400.00	9700.1920.5802.00	02078.2016	2203	702203	
4	To be unit 2203, Fixed asset# 702203				\$0.00					
5	Off of Bid 16-41				\$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: \$42,800.00			
							Tax: \$0.00			
							Total: <u>\$42,800.00</u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



Bid: 16-41
DATE: 04.21.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-41, Intermediate 2WD Pickup Rebid

			Chevrolet of Fayetteville	Steve Landers Toyota of NWA
Item	Description	QTY	Price Per Unit	Price Per Unit
1	Intermediate 2WD Pickup Truck	2	\$ 22,017.00	\$ 21,400.00
	Make and Model		2016 Chevy Colorado	2016 Toyota Tacoma
TOTAL BID BASED ON ESTIMATE			\$ 44,034.00	\$ 42,800.00

****Official Bid Tabulation****

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

CERTIFIED:

A. Rennie, Purchasing Agent

Witness

Date

5/25/16



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0310

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

GOVDEALS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES THROUGH JUNE 22, 2017, AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with GovDeals, Inc. for online auction services through June 22, 2017, and any future renewal periods, pursuant to a National Joint Powers Alliance cooperative purchasing agreement.

City of Fayetteville Staff Review Form

2016-0310

Legistar File ID

7/5/2016

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

Andrea Rennie

6/16/2016

Purchasing /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends utilizing an existing cooperative contract with GovDeals, Inc. pursuant to an agreement with National Joint Powers Alliance (NJPA) for online auction services through June 22, 2020. This resolution will allow the City to contract with GovDeals, Inc. for an initial term through 06/22/17 and as renewed under the existing NJPA Contract #: 041316-GDI.

Budget Impact:

N/A

N/A

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # N/A

Original Contract Number: N/A

Approval Date:

Comments: There is no cost associated with this contract. This is a revenue generating contract and funds are receipted in based on the funding source from which the auction items were expensed from.



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 05, 2016

TO: Mayor Jordan
Fayetteville City Council

THRU: Paul A. Becker, Finance Director

FROM: Andrea Rennie, Purchasing Manager

DATE: Thursday, June 16, 2016

SUBJECT: Approval to utilize the NJPA cooperative agreement with GovDeals, Inc. for the sale of City surplus via NJPA Contract #: 041316-GDI

RECOMMENDATION:

Staff recommends utilizing an existing cooperative contract with GovDeals, Inc. pursuant to an agreement with National Joint Powers Alliance (NJPA) for online auction services through June 22, 2020. This resolution will allow the City to contract with GovDeals, Inc. for an initial term through 06/22/17 and as renewed under the existing NJPA Contract #: 041316-GDI. There is no fee charged to the City for utilizing this contract.

BACKGROUND:

The City has been under contract with GovDeals Inc. (GovDeals) since 2010 to sell surplus equipment and vehicles. Since the initial contract in 2010, the City has sold \$3,334,470 in surplus items. The City has received exceptional payback with GovDeals. For instance:

1. 2011 wrecked Tahoe brought \$15,501 or 62% of the original purchase price
2. 2004 Compost Grinder brought \$181,250 or 76% of the original purchase price
3. 2008 Landoll Trailer brought \$35,025 or 65.15% of the original purchase price
4. 2005 Bobcat Skid Steer brought \$15,133 or 60.49% of the original purchase price
5. 2013 John Deere Dozer brought \$180,200 or 78% of the original purchase price
6. 1999 New Holland Ford Tractor brought \$26,125 or 56% of the original purchase price
7. 2002 Ford F-350 brought \$19,001 or 64% of the original purchase price

Note: All of the sales mentioned above occurred in 2015-2016.

The current NJPA agreement with GovDeals expired in June 2016 and a new RFP was conducted through NJPA. GovDeals was selected and contracted under solicitation RFP#041316.

GovDeals has been in business for fifteen years and has over 3,000 government clients. They provide training, advertising, collection of proceeds and remitting the proceeds to the City. The only equipment required of the City is a digital camera which most divisions already are equipped with. GovDeals notifies the City when payment has been made by the Buyer and the Buyer then makes arrangements with the City to pick up their item within ten calendar days. GovDeals remits

the proceeds to the City weekly and they also have a \$5,000,000 crime policy to protect the City from loss of proceeds.

GovDeals has an extremely large market of potential buyers throughout the United States. Currently there are 41,850 registered buyers within a 300 mile radius of Fayetteville.

DISCUSSION:

The NJPA contract allows the City to set its fee structure. Based on the City's experience with GovDeals, staff recommends maintaining the current fee structure, which has been in place since August 2015, where the Buyer pays the entire 12.5% fee. The 12.5% buyer's premium has not dissuaded buyers from bidding on the City's surplus equipment and vehicles. The NJPA contract will save considerable staff time and money without having to go out with another request for proposal when a competitive solicitation has already been completed.

BUDGET/STAFF IMPACT:

Revenue is receipted in based on the funding source from which the auction items were expensed from.

Attachments:

- NJPA Contract #: 041316-GDI
- GovDeals Response to the NJPA RFP
- NJPA RFP

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

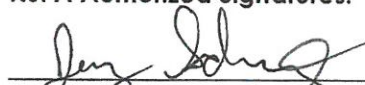
NJPA Contract #: 041316-GDI

Proposer's full legal name: GovDeals, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be June 22, 2016 and will expire on June 22, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 19, 2016

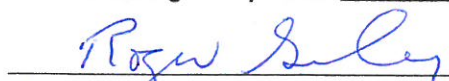
NJPA Contract # 041316-GDI

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name GovDeals, Inc.

Authorized Signatory's Title President



VENDOR AUTHORIZED SIGNATURE

Roger Gravley
(NAME PRINTED OR TYPED)

Executed on May 19, 2016

NJPA Contract # 041316-GDI



A Liquidity Services Marketplace

Surplus Auction Services with Related Solutions

National Joint Powers Alliance

This proposal is offered in response to the following solicitation:

**Request for Proposals #041316
April 14, 2016**

Point of Contact:

Roger Gravley, President

**Cell: 334-467-2411 ♦ Email: rgravley@govdeals.com
Office (Toll-Free): 1-800-613-0156 Ext. 4460**

GovDeals, Inc.

Providing government-exclusive online auction services since 2001

www.GovDeals.com

Toll-Free: 1-800-613-0156 ♦ Fax: 334-387-0516

100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117



PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: GovDeals, Inc. Questionnaire completed by: Alicia Andrews

Please identify the person NJPA should correspond with from now through the Award process:

Name: Roger Gravley E-Mail address: rgravley@govdeals.com

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.

GovDeals, Inc.

100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117

Roger Gravley, President | rgravley@govdeals.com | 1-800-613-0156 Ext. 4460

FEIN: 63-1241096

Provide a brief history of your company, including your company's core values, business philosophy, and longevity in the **SURPLUS AUCTION SERVICES WITH RELATED SOLUTIONS** industry.

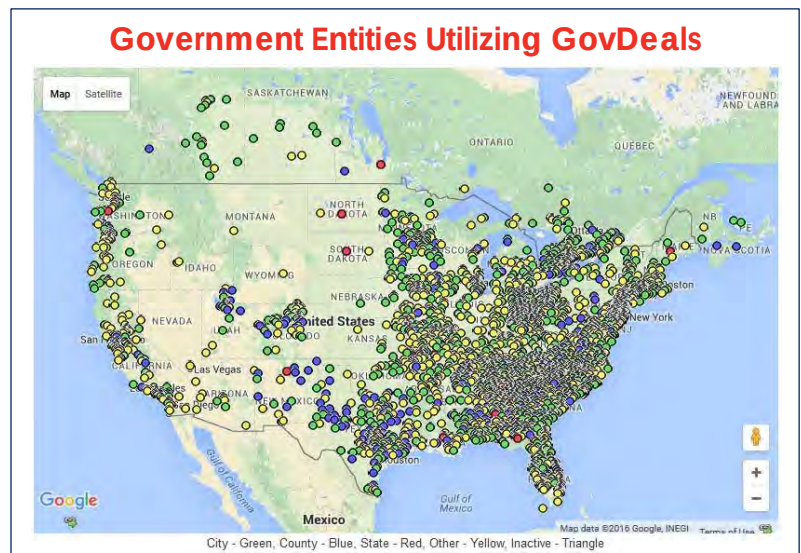
GovDeals was envisioned and developed by government purchasing professionals more than 17 years ago specifically for the purpose of assisting state and local governments with their requirements to dispose of and liquidate surplus assets.

Since the first public auction was held on GovDeals.com in 2001, more than 8,700 government agencies have successfully auctioned over 1 million items/lots of surplus property via our website for total sales of \$1.2 billion.

During the past 12 months alone, 183,000+ obsolete/surplus assets were sold on GovDeals' platform, with sales topping \$202MM. This includes 33,000+ vehicles and 5,000+ pieces of heavy equipment.

When GovDeals responded to NJPA's 2011 RFP, our company served approximately 3,700 government entities. While serving NJPA and its Members over the past 5 years, GovDeals has experienced tremendous growth, including the addition of 5,000+ government agency sellers (135% increase) and the successful expansion of our service into Canada.

NJPA currently has 170 Members utilizing its Online Auction Services contract with GovDeals, and these Members have successfully sold more than \$34 million worth of surplus assets through our



platform since the 2011 award. If you again award GovDeals, NJPA Members will experience no implementation delays or learning curve. We have worked closely with your currently participating Members to ensure the service we provide continuously meets their needs, and we pledge to extend this service offering to all NJPA Members who wish to utilize GovDeals through this prospective contract.

Both GovDeals and NJPA have grown and learned a great deal during our five-year partnership. In 2011, we committed to expanding our regional representation in the Western U.S., while today, we can emphatically describe our staffing as nationwide.

With nationwide capacity and commitment to individual service, GovDeals' organizational structure emphasizes our programmatic, technical, managerial, and financial capability to provide online auction services to NJPA Members for all their surplus assets. We believe in working directly with our government clients to promote the industry best practices we have learned truly make a difference in public auction sales results.

As new vendors join us in an online government surplus marketplace we pioneered, no two vendors take the exact same business approach or hold the same philosophies. GovDeals has always focused on keeping operation simple and leveraging its experienced staff and industry knowledge to enable higher overall return on investment (ROI) for public entities. This commitment to service is extended to all of our 8,700+ government clients, large and small.

GovDeals is uniquely aware of the potential difficulties that can be encountered in transitioning a surplus operation, and we are armed with industry-leading tools, technology, and personnel to mitigate any issues that might be encountered during the implementation process and ongoing delivery of online auction services.

We have initiated and continue to refine complex programs for numerous large clients to meet specific immediate and long-term goals. GovDeals adheres to all federal, state, and local regulations, and our clients report significantly improved efficiency, transparency, and profitability.

Even after more than 17 successful years of development and growth, GovDeals remains committed to agile and ongoing improvement to meet the changing needs of a very dynamic public sector marketplace. Based on our successful performance with NJPA and its Members, as well as thousands of other government clients and dozens of state governments, we are confident we can continue to meet all of NJPA Members' needs.

GovDeals' original management team continues to run our business, which is comprised of 75 direct full-time professionals. There is proper hierarchy with an experienced management and process structure actively in place, responsible for the dedicated functional teams that provide field support, marketing, accounting support, bidder services, business development, and contract management.

510,000+ Active GovDeals Bidders



Over half of GovDeals' staff members work remotely from the field throughout the U.S. and Canada in order to best serve government clients in their local areas. GovDeals' headquarters is staffed with experienced teams in vital functional areas such as accounting, marketing, and sales support.

A very experienced and agile 10-person IT Department is dedicated to development, operation, and support of our government auction website and system. Based at GovDeals' headquarters, this team is backed by a larger IT infrastructure within our parent company's global organization.

Our debt-free and financially strong parent company, Liquidity Services, Inc. (NASDAQ: LQDT), backs GovDeals with support and resources to facilitate stability, technological advances, and financial strength. GovDeals was acquired by LSI in 2008 and quickly became one of the global reverse supply chain company's flagship marketplaces.

NJPA and its Members will always have access to directly contact GovDeals representatives in all departments, as well as executive management. GovDeals' capacity as an organization to successfully provide online auction services to NJPA's Members is underscored and demonstrated daily as we provide these very services as the only thing we do: that is, to facilitate the online sale of government surplus assets for the highest possible ROI.

GovDeals' Organizational Chart



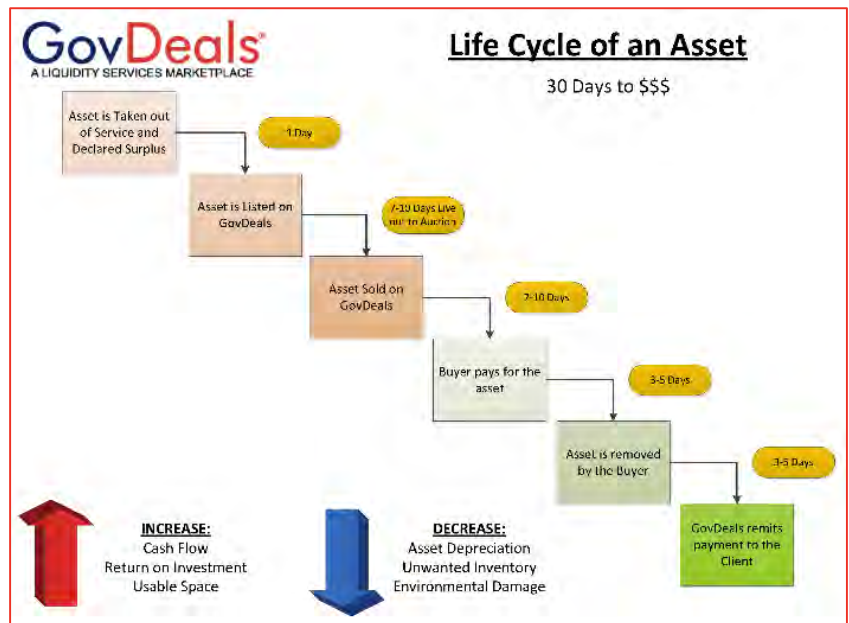
2) Provide a detailed description of the products and services that you are offering in your proposal.

GovDeals is committed to providing a turnkey approach to selling government surplus assets via our online auction marketplace, www.GovDeals.com, with the most efficient service offerings in the industry. In tandem with our robust and reliable auction website, the GovDeals system and service include, at no additional cost:

- Self-service functionality with unlimited users
- Real-time reporting tools within secure account
- Extensive marketing outreach to bidders
- Hands-on training for as many employees as desired
- On-site assistance posting auctions at implementation
- Personal service with 24/7 on-call availability
- Optional online payment collection service with 3-10 day remittance to Member

GovDeals' business model is as simple as it is unique: in support of our self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients such as NJPA Members. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Bidder Services, and Client Help Desk.

In addition to the following summary on GovDeals' service model and system, additional details are provided in the [Appendix](#).



❖ GovDeals is Committed to Direct & Continuous Service

The GovDeals team is committed to ensuring we provide the highest level of dedicated service to our government clients. The guiding principles of GovDeals' commitment to NJPA Members include the following fundamentals:

• **Best Practices & Best Service**

Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. Our platform is designed for the efficiency of self-service, and GovDeals is committed to sharing our strategy knowledge with NJPA Members through very interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, knowledge of auction best practices, a robust marketing program, and a history of compliance with government requirements and regulations, to offer a service that is unequalled by other vendors.

• **Marketing Services at No Additional Cost**

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing, and we commit to provide marketing services for NJPA Members' surplus sales, including online advertising, email marketing, and promotion through local avenues. GovDeals does not charge an additional fee for marketing services, no matter how many ads are placed for your Members.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our six-member Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to the Members' surplus assets on GovDeals.com. Last year, GovDeals placed more than 20,000 online and print advertisements for our clients' surplus assets.

① Learn more about GovDeals' commitment to asset marketing in [Appendix, Page 37](#).

- **Lowest Bidder Default Rate in the Industry**

Bidder default management has always been a priority at GovDeals. Given the remarkably dynamic prevalence of credit card fraud and the risk of fraudulent behavior, GovDeals continues to innovate and maintain the industry standard of a low percentage of defaults. GovDeals' default rate is consistently around 4%, a figure we have reason to believe to be the lowest in the industry.

We have access to real-time metrics that allow us to closely monitor client-specific and companywide default rates. Given a chance to provide a presentation or further discuss our services, GovDeals will show these real-time metrics to your evaluation committee as proof of the success of our extra diligence. Our low percentage of defaults is accomplished through a combination of our proprietary Bidder Verification process and enforcement of our stringent default bidder policy.

① Learn about how GovDeals prevents and resolves bidder defaults in [Appendix, Page 54](#).

- **Hands-on Training & Support**

GovDeals provides thorough training and ongoing support to facilitate government entities' management of their own auctions. Our platform is designed to be utilized on an as-needed basis in order for our 8,700 clients to operate on their own schedules and at their own pace. We have initiated and continue to refine complex programs for numerous large clients to meet their immediate and long-term objectives.

- **Seamless Transparency**

GovDeals is designed to ensure maximum transparency to the Member, to bidders, and to the general public. We provide simple, intuitive methods for bidders to search for and browse assets being auctioned by governments, to view descriptions and multiple photos of each asset, and to submit bids for these assets. The NJPA Member will be identified as the seller of each of its auctions, and a specific department, location, or division may also be included if desired.

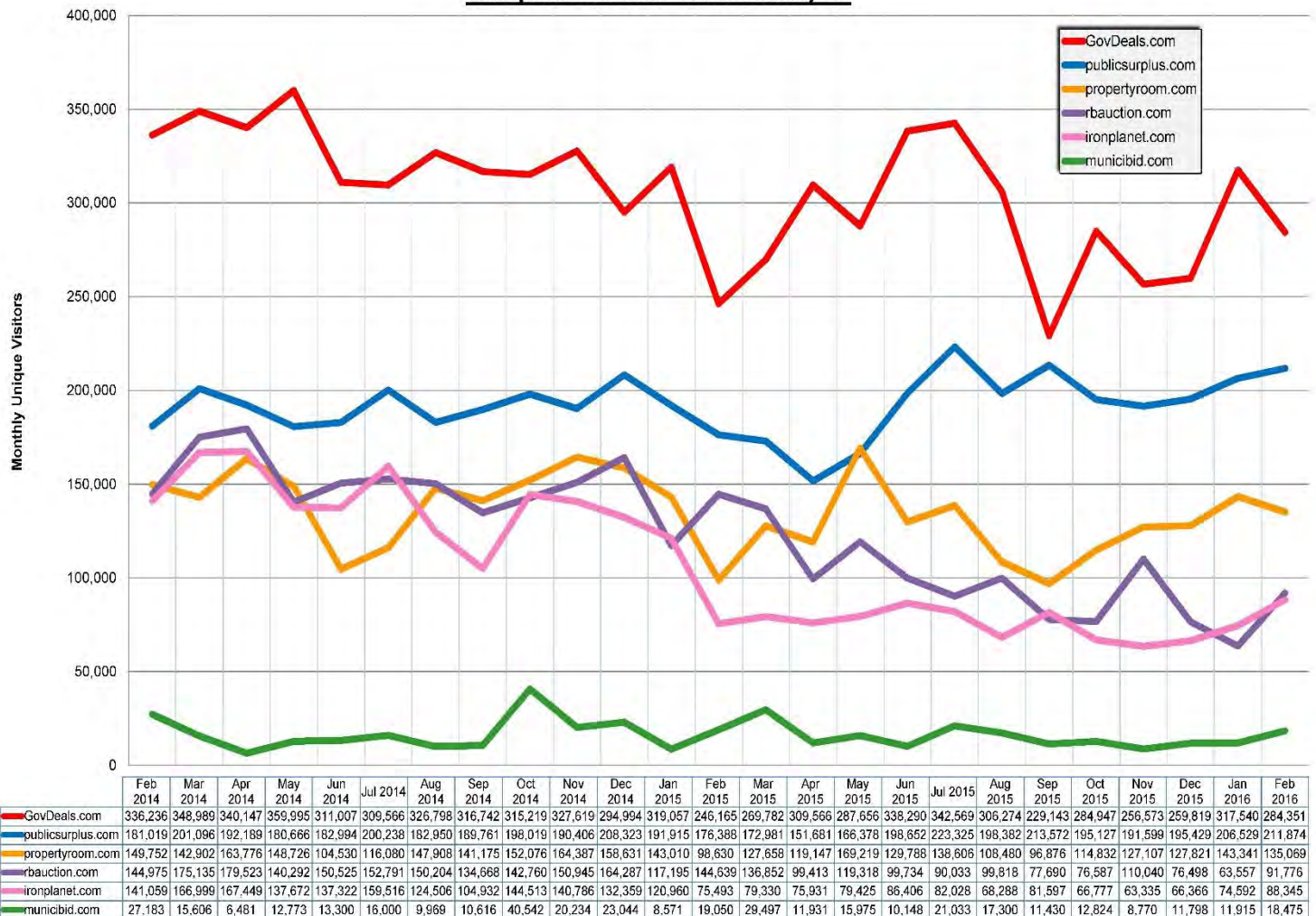
The Member will have the ability to view a detailed bid history of its auctions at any time during the auction or after its close, and the current high bid price-to-date is always displayed on the auction page. The general public can access completed auctions for one full year post-auction.

- **Highest Website Traffic in the Industry**

Our auction website, www.GovDeals.com, continues to be the most utilized and most heavily trafficked government auction resource in North America. In February 2016, the GovDeals auction website had more than 284,000 Unique Visitors. As shown in the graph below, this is the highest traffic of any government surplus auction website.

These statistics are provided by Compete.com, the leading third-party website traffic analysis provider. The chart below reflects Compete.com's impartial data comparing the web traffic of GovDeals.com over the past two years with that of various other vendors.

Compete Pro Web Traffic Analysis



Independent Data

The data above, provided by industry-leading website traffic analyst Compete Pro, indicates total Unique Visitors for each of 24 months, from February 2014 through February 2016, for the websites listed in the chart above. A Unique Visitor is defined as a person who is only counted once when he/she visits a website, even though the visitor may visit the site multiple times during the month.

About Compete Pro

Compete Pro's digital insight services are supported by industry-leading data management and technology. This consumer and industry data is drawn from numerous sources and comprises the largest continuous consumer behavior database in the industry. Compete Pro's proprietary data methodologies and patent-pending technology aggregate, transform, and normalize this data and ensure it is representative of the entire U.S. online

- **Overcoming Obstacles**

GovDeals has been supplying transparent online auction services, recordkeeping, and training to governmental agencies since 2001. Our highly efficient and easy-to-use online auction system has maximized efficiencies and revenue for government agencies large and small across the United States and Canada through the process of selling surplus property at auction via the internet.

We have initiated and continue to refine complex programs for numerous large clients to meet their immediate and long-term objectives. GovDeals is aware of the potential difficulties that can be encountered in such undertakings and has the necessary tools and personnel to mitigate any issues that may arise during the implementation and ongoing delivery of online auction services.

- **Continued Growth**

The services needed by NJPA's Members are an ideal match to the business we are in and have been solely focused on building, providing, and continuously improving since 1999. Our intimate knowledge of government processes and challenges contributed to our original platform design and processes, and the lessons we have learned from interactions with government clients throughout the U.S. and Canada have helped us fine-tune our platform and services.

Be assured GovDeals will always listen to feedback and suggestions from our clients, and we will continue to evolve and improve in order to continue providing optimum service and results.

- ❖ **GovDeals' System Simplifies & Improves the Entire Surplus Sales Process**

We have an in-depth understanding of NJPA Members' need to generate revenue through their surplus sales. Since our launch in 2001, GovDeals has consistently proven itself to be the most lucrative auction resource for local and state government entities.

GovDeals' hands-on service and in-depth industry knowledge have been utilized by more than 8,700 government clients to recover higher revenues for their surplus assets (consistently 20% to 40% higher than other online or on-site auction vendors), and this shared success is why we have grown to become the largest online auction provider exclusively for government agencies.

Our platform's self-service functionality allows NJPA

Members to have complete control over their auctions, including accessing real-time reports and interacting with bidders through the built-in Question and Answer feature. GovDeals will provide dedicated service to the Member to help list assets at implementation and when a backlog is encountered, as well as direct access to technical support and strategy guidelines.

NJPA Members may utilize the GovDeals auction website via any major web browser, including the latest versions of Internet Explorer/Edge, Google Chrome, Apple Safari, and Mozilla Firefox. The Member will only need to provide a computer with web access and a digital camera or smartphone. No software will need to be installed on any Member computer.

① Detailed information about GovDeals' platform is provided in the Appendix, Pages 32-63.

Example of a GovDeals auction page and bid history

Auction Closed Summary:

High Bidder:	\$46,120.00
Sold Amount:	\$46,120.00
Buyer's Premium (10.00%):	\$4,612.00
Total Price:	\$50,732.00

Bid History for 2002 Sterling SC8000 ELGIN SWEEPER

Userid	Bid Date/Time	Bid Amount
C*****2	3/30/15 5:38:29 PM	\$46,120.00
C*****2	3/30/15 5:38:29 PM	\$46,100.00
C*****2	3/30/15 5:37:40 PM	\$45,920.00
C*****2	3/30/15 5:37:40 PM	\$45,900.00
C*****2	3/30/15 5:34:13 PM	\$45,720.00
C*****2	3/30/15 5:34:13 PM	\$45,700.00
C*****2	3/30/15 5:32:27 PM	\$45,200.00
C*****2	3/30/15 5:32:27 PM	\$45,180.00
C*****2	3/30/15 5:28:39 PM	\$45,160.00
C*****2	3/30/15 5:28:39 PM	\$45,140.00
C*****2	3/30/15 5:27:57 PM	\$45,120.00
C*****2	3/30/15 5:27:57 PM	\$45,100.00
C*****2	3/30/15 5:26:13 PM	\$44,120.00
C*****2	3/30/15 5:26:13 PM	\$44,100.00
C*****2	3/30/15 5:24:24 PM	\$43,920.00
C*****2	3/30/15 5:24:24 PM	\$43,900.00

3) What are your company's expectations in the event of an award?

The executive management team at GovDeals, led by its President, Roger Gravley, will continue to enthusiastically endorse and sponsor the NJPA contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and in Canada, GovDeals is immediately positioned to leverage this award with the following highlighted activities:

- Email from Roger Gravley to all GovDeals employees announcing the award, the management team's commitment to successfully leveraging it, and an outline and timeline to aggressively implement and go-to-market with renewed business development strategies; Review the contract deliverables with the appropriate GovDeals teams (i.e. Marketing, IT, Client Services, Business Development, Accounting, etc.);*
- NJPA's account is already active, including operation of our partner functionality within the GovDeals Help Desk Utility that provides tracking and documentation for all aspects of a cooperative award. This effort is led by a dedicated management team member, Christy Logan – Senior Manager Business Development Operations. Christy also leads the Business Development Support team that will onboard all new NJPA members using the award;*
- Many of your Members who are our current Clients are eager to continue utilizing NJPA's GovDeals award, and we have pledged to contact these Members immediately should we again be awarded. The GovDeals team can begin new client adoption on Day One after contract signing.*
- With great relief and appreciation, we will carry on with the program we built over the past 5 years in selling the NJPA contract, with an eye on continuous improvement!*
- For 15+ years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada. Therefore there is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent on one service deliverable, and our employees are dedicated to ensuring our Clients' goals are reached.*
- Of note, the next opportunity to meet face-to-face with the Business Development and Client Services teams is in October when both teams have annual meetings. The Business Development teams will have just met for Regional meetings in April/May.*

To summarize:

- The experienced GovDeals management and functional teams are already in place nationally, and sales and service to NJPA Members will be continuous if we are again awarded.*
- Rather than outlining plans for growth and expansion if awarded, GovDeals already has the national/international teams and resources in place to serve NJPA's entire public entity Membership base.*
- The partnership with the NJPA team will continue to be enthusiastically embraced at GovDeals.*

- 4) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.

Over the past 17 years, GovDeals has transacted over \$1.2 billion through our auction website (www.GovDeals.com) without a single claim filed against it by a bidder or a seller. This sales figure includes over \$470 million transacted through GovDeals' payment collection and remittance program (Financial Settlement Services, or FSS).

A major benefit of electing GovDeals to collect and remit proceeds is that GovDeals accepts all liability for fraud and chargebacks that may occur. This means that GovDeals guarantees that NJPA Members will never lose money or assets using our money collection services, and Buyers benefit by easily making payment online (via credit card, PayPal, or wire transfer) for assets won at auction.

All payment disputes after pickup of an asset are handled by GovDeals, eliminating liability on part of the Member. Additionally, GovDeals does not withhold payment of auction proceeds during the 30-day chargeback liability window. When GovDeals receives payment from a bidder, GovDeals automatically notifies the Member seller that the payment has been made; when the buyer picks up the asset won at auction, the Member seller marks the asset "picked up" in GovDeals' system. Proceeds for assets marked "Picked Up" by Friday will be included in the next week's payment cycle. GovDeals remits proceeds to our clients by paper check or ACH direct deposit each Wednesday. A reconciliation statement/invoice will be provided to NJPA Members with each remittance check, or will be provided in an email with the confirmation of ACH payment.

GovDeals is covered by a \$2MM insurance policy that protects each participating NJPA Member against any loss of funds. GovDeals holds an A+ rating with the Better Business Bureau, as does our parent company, Liquidity Services Inc. Additionally, Dun and Bradstreet rates GovDeals "Low Risk," determining that GovDeals only has a "0.09% Risk of Severe Financial Stress," as of Dun and Bradstreet's most recent report. Dun and Bradstreet is the world's leading source of commercial information and insight on businesses.

GovDeals' organization structure emphasizes our programmatic, technical, managerial, and financial capability to provide government surplus auction services, including trustworthy payment collection and remittance. There is proper hierarchy with an experienced management and process structure in place, responsible for the necessary teams to provide financial/accounting services, field support, marketing, bidder services, and account/contract management. GovDeals has more than 80 direct full-time employees, including a seven-person accounting and finance department at GovDeals' headquarters. In addition to this direct staffing, additional support and substantial resources come from our parent company, LSI, a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals.

Our parent company, Liquidity Services, Inc. (LSI) is a publicly held corporation with stock traded on the NASDAQ stock exchange under the call letters LQDT. As a publicly traded company, LSI and GovDeals are bound by strict federal procedures that regulate our business's financial matters. The corporation's SOX (Sarbanes-Oxley) controls are audited by GrantThornton LLP, and the company's financial statements are audited by independent registered public accounting firm Ernst and Young LLP. Ernst and Young included the following remarks in LSI's most recent audited financial statement:

"In our opinion, Liquidity Services, Inc. and subsidiaries maintained, in all material respects, effective internal control over financial reporting as of September 30, 2015, based on the COSO criteria. We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated balance sheets of Liquidity Services, Inc. and subsidiaries as of September 30, 2015 and 2014, and the related consolidated statements of operations, comprehensive income, changes in stockholders' equity, and cash flows for each of the three years in the period ended September 30, 2015 of Liquidity Services, Inc. and subsidiaries and our report dated November 23, 2015, expressed an unqualified opinion thereon."

A copy of the company's audited financial statement will be made available upon request. All of LSI's corporate filings, including annual and quarterly SEC documents dating back to 2003, are available to the general public and are easily accessible via LSI's website, www.LiquidityServices.com (click on Investors > Financial Information).

GovDeals' capability and capacity as an organization to successfully provide our auction platform and payment collection and remittance services to our Clients is underscored and demonstrated daily, as we provide these very services to more than 8,700 government entities as our only business.

5) Has your business ever petitioned for bankruptcy protection? Please explain in detail.

No.

6) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.

- a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
- b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?

GovDeals is a service provider (b). All services are provided by full-time GovDeals employees; no subcontractors will be utilized to perform work under this contract. There are no dealer networks or third-party service providers.

GovDeals currently has 75 direct, full-time employees, including 34 Client Services Representatives and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is prepared to immediately serve NJPA Members, regardless of the agencies' locations and sizes.

Each participating NJPA Member will have a dedicated account team, including a local CSR and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' CSR team members may be reached 24/7 via direct cell phone and email.

Additionally, in the event your GovDeals CSR is not immediately available by phone or email, the Member will have access to our Client Services Help Desk, staffed by fully trained CSRs who are available for technical questions, support, and training. The Client Help Desk is available by live chat, toll-free phone, and email, and may provide on-site support when necessary. Live chat and toll-free phone to the Client Help Desk is available Monday through Friday. There is absolutely no additional cost for any technical support or for use of the Help Desk.

GovDeals is committed to maintaining a client-staff ratio that ensures our Clients receive comprehensive training and ongoing, interactive support. GovDeals has readily available financial assets and the financial backing of a strong, debt-free parent company, which enables us to hire additional staffing when and where needed in order to continuously maintain the optimum client-staff ratio and maximize the service provided to the Member and its participating agencies.

As our company grows, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but also strengthened. If at any time the Member is dissatisfied with the service provided by its GovDeals representatives, we encourage you to contact our senior management team so that we may have the opportunity to solve problems and restore our sincere commitment to helping the Member efficiently and effectively operate its surplus liquidation program.

- 7) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.

GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances.

- 8) Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.

GovDeals has never been suspended or disbarred by any public entity.

- 9) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

- *Auctioneer Services, to include Internet Type*
- *Online Auction Services*
- *Vehicle Auction Services*
- *Miscellaneous Auction Services*
- *Surplus Disposition Services*
- *Surplus Liquidation Services*
- *Internal Asset Reallocation Services*

Industry Recognition & Marketplace Success

- 10) Describe any relevant industry awards or recognition that your company has received in the past five years.

- *Asset Disposal Firm of the Year Award, ACQ Magazine Global Awards, 2014*
- *CXO of the Year, SmartCEO Executive Management Awards, 2014*
- *Outstanding Director Award, Washington Business Journal, 2014*
- *Sustainability Honors Laureate, IDG Computerworld, 2013*
- *Company Growth Award, National Capital Chapter of Association for Corporate Growth, 2013*
- *Post 200 (Top Companies in DC Area), Washington Post, annually 2012-2013*
- *100 Most Influential Hispanics in IT, Hispanic IT Executive Council, 2013*
- *Asset Appraiser of the Year, ACQ Magazine Global Awards, 2013*
- *50 Fastest Growing Companies, Washington Business Journal, 2013*
- *CFO of the Year, Tech Council of Maryland, 2013*
- *Forbes Best Small Publicly Traded Companies, Forbes Magazine, annually 2008-2013*
- *Forbes Fast Tech 25, Forbes Magazine, 2013*
- *Vendor Excellence Award for Large Business, Defense Logistics Agency, 2012*
- *Cost Saver Award for Large Business, Defense Logistics Agency, 2011*

11) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.

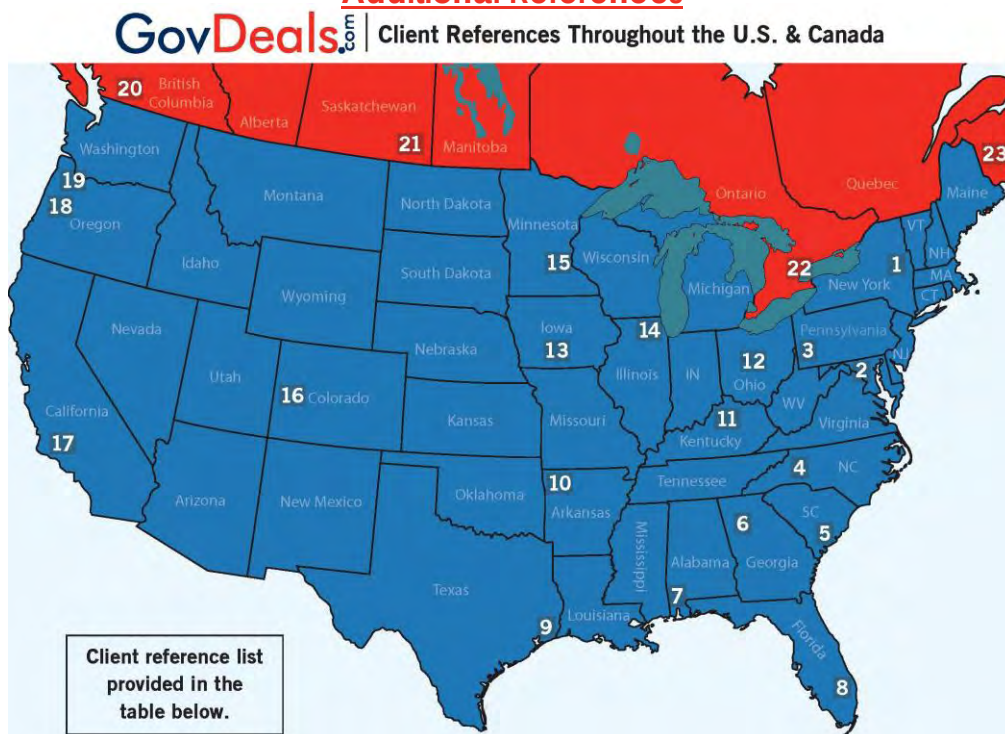
3 Primary References

State of Maryland
Tony Johnson
 (410) 767-4993
anthonyj.johnson@maryland.gov

Fayetteville, AR
Andrea Foren
 (479-595-8220
aforen@fayetteville-ar.gov

State of Oregon
Sven Anderson
 (503) 378-6057
sven.anderson@state.or.us

Additional References



1 Town of Queensbury, NY Barbara Tierney (518) 761-8240 barbarat@queensbury.net	7 Mobile, AL Anne Foley (251) 208-7408 anne@cityofmobile.org	13 State of Iowa Barbara Bendon (515) 281-8887 Barbara.bendon@iowa.gov	19 Portland Police, OR Ty Routley (503) 823-2136 Robert.routley@portlandoregon.gov
2 State of Maryland Tony Johnson (410) 767-4993 anthonyj.johnson@maryland.gov	8 South Florida Water Mgmt., FL Karen Kempf (561) 682-2113 kkempf@sfwmd.gov	14 Arlington Heights, IL Ray Salisbury (847) 368-5850 rsalisbury@vah.com	20 Dawson Creek, BC Dawn Carpenter (250) 784-3623 dcarpenter@dawsoncreek.ca
3 Pittsburgh, PA Kevin Forsythe (412) 255-2640 kevin.forsythe@pittsburghpa.gov	9 Galveston, TX David Smith (409) 797-3920 smithdav@cityofgalveston.org	15 Burnsville, MN Tom Busse (952) 895-4554 tom.busse@ci.burnsville.mn.us	21 Moose Jaw, SK Wade McKay (306) 694-4542 auction@moosejaw.ca
4 High Point, NC Gary Smith (336) 883-3598 gary.smith@highpointnc.gov	10 Fayetteville, AR Andrea Foren (479-595-8220 aforen@fayetteville-ar.gov	16 Montrose County, CO Dave Laursen (970) 252-8537 dlaursen@montrosecounty.net	22 Ontario Place, ON John Tannis (416) 314-9900 john.tannis@ontarioplace.com
5 Charleston County, SC Angela Kraft (843) 958-4602 akraft@charlestoncounty.org	11 Louisville-Jefferson Metro Gov., KY Trace McGarey (502) 817-0576 trace.mcgarey@louisvilleky.gov	17 County of Los Angeles, CA Candy Rodarte (323) 267-2339 crodate@isd.lacounty.gov	23 New Brunswick Power, NB Gale Landry (506) 458-4948 galandry@nbpower.com
6 State of Georgia Steve Ekin (404) 656-6871 steven.ekin@doas.ga.gov	12 Ohio State University Michael Swick (614) 292-9738 swick.72@osu.edu	18 *State of Oregon Sven Anderson (503) 378-6057 sven.anderson@state.or.us	

12) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.

1. Customer: State of South Carolina
Entity Type: State Government
State: South Carolina
Scope: Online Auction Services, 2006-present (10 years)
Transactions: # of Items Sold: 10,603 assets/lots
Total Sales: \$21.3 million
Annual Volume: 2015: \$3.4 million
2014: \$4.0 million
2013: \$2.9 million
2. Customer: State of Georgia
Entity Type: State Government
State: Georgia
Scope: Online Auction Services, 2004-present (12 years)
Transactions: # of Items Sold: 11,113 assets/lots
Total Sales: \$16.5 million
Annual Volume: 2015: \$4.2 million
2014: \$2.4 million
2013: \$2.7 million
3. Customer: State of Missouri
Entity Type: State Government
State: Missouri
Scope: Online Auction Services, 2005-present (11 years)
Transactions: # of Items Sold: 14,319 assets/lots
Total Sales: \$10.1 million
Annual Volume: 2015: \$2.4 million
2014: \$2.0 million
2013: \$1.5 million
4. Customer: District of Columbia Government
Entity Type: Municipal Government
State: Washington, DC
Scope: Online Auction Services, 2011-present (5 years)
Transactions: # of Items Sold: 6,612 assets/lots
Total Sales: \$8.6 million
Annual Volume: 2015: \$2.0 million
2014: \$2.1 million
2013: \$1.6 million
5. Customer: State of Oregon
Entity Type: State Government
State: Oregon
Scope: Online Auction Services, 2013-present (3 years)
Transactions: # of Items Sold: 1,188 assets/lots
Total Sales: \$4.8 million
Annual Volume: 2015: \$1.7 million
2014: \$2.1 million
2013: \$366,000 (partial year)

13) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?

GovDeals is a service provider exclusively for government/public entities. As such, 100% of our clients are in the government and education sectors. Of our 8,700+ clients, 1,328 are in the higher education or K-12 sector; or 16%. The other 84% of GovDeals' clients (7,153) are municipalities, state governments, county governments, law enforcement agencies, fire departments, public utilities, and transit authorities. No private businesses or individuals may sell items on GovDeals.com.

	<i>Higher Ed & K-12</i>	<i>Other government</i>	<i>Total Government & Education</i>
<i>2015:</i>	<i>1,293 (16%)</i>	<i>6,931 (84%)</i>	<i>8,224 (100%)</i>
<i>2014:</i>	<i>1,062 (15%)</i>	<i>6,074 (85%)</i>	<i>7,136 (100%)</i>
<i>2013:</i>	<i>875 (14%)</i>	<i>5,288 (86%)</i>	<i>6,163 (100%)</i>

14) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

National Joint Powers Alliance (NJPA)

Annual Volume: 2015: \$11.2 million

2014: \$11.1 million

2013: \$ 7.3 million

BuyBoard (Texas Association of School Boards)

Annual Volume: 2015: \$2.3 million

2014: \$2.8 million

2013: \$3.1 million

NASPO ValuePoint

Annual Volume: 2015: \$2.0 million

2014: \$1.2 million

2013: N/A

Chesterfield County, VA

Annual Volume: 2015: \$7.0 million

2014: \$7.3 million

2013: \$6.0 million

Knox County, TN

Annual Volume: 2015: \$712,000

2014: \$652,000

2013: \$671,000

Pinellas County, FL

Annual Volume: 2015: \$3.9 million

2014: \$3.3 million

2013: \$3.1 million

State of Iowa

Annual Volume: 2015: \$2.1 million

2014: \$2.5 million

2013: \$1.4 million

Commonwealth of Virginia

Annual Volume: 2015: \$1.1 million

2014: \$1.5 million

2013: \$1.8 million

State of Georgia

*Annual Volume: 2015: \$4.2 million
2014: \$2.3 million
2013: \$2.6 million*

State of Missouri

*Annual Volume: 2015: \$3.9 million
2014: \$3.4 million
2013: \$4.3 million*

State of Maryland

*Annual Volume: 2015: \$3.6 million
2014: \$1.2 million
2013: \$795,000*

State of South Carolina

*Annual Volume: 2015: \$3.3 million
2014: \$3.9 million
2013: \$3 million*

State of Louisiana

*Annual Volume: 2015: \$810,000
2014: \$896,000
2013: \$520,000*

State of Alabama

*Annual Volume: 2015: \$311,000
2014: \$143,000
2013: \$535,000*

State of Utah

*Annual Volume: 2015: \$444,000
2014: \$1.4 million
2013: \$939,000*

State of New Jersey

*Annual Volume: 2015: \$6.8 million
2014: \$7.3 million
2013: \$6.2 million*

State of West Virginia

*Annual Volume: 2015: \$190,000
2014: \$510,000
2013: \$139,000*

State of Mississippi

*Annual Volume: 2015: \$558,000
2014: \$497,000
2013: \$281,000*

Commonwealth of Pennsylvania

*Annual Volume: 2015: \$285,000
2014: \$233,000
2013: \$301,000*

Commonwealth of Massachusetts

Annual Volume: 2015: \$93,000
2014: \$90,000
2013: N/A

State of Florida

Annual Volume: 2015: \$662,000
2014: \$769,000
2013: \$893,000

State of Wisconsin, Department of Natural Resources

Annual Volume: 2015: \$35,000
2014: \$27,000
2013: \$3,000

State of North Dakota

Annual Volume: 2015: \$4,000
2014: \$590
2013: \$42,000

State of Oregon

Annual Volume: 2015: \$1.7 million
2014: \$2.1 million
2013: \$366,000

State of New Mexico

Annual Volume: 2015: \$69,000
2014: N/A
2013: N/A

Commonwealth of Kentucky

Annual Volume: 2015: \$130,000
2014: \$66,000
2013: N/A

State of Maine

Annual Volume: 2015: \$82,000
2014: \$90
2013: N/A

State of Alaska

Annual Volume: 2015: \$56,000
2014: N/A
2013: N/A

- 15) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

GovDeals holds no GSA contracts.

Proposer's Ability to Sell and Deliver Service Nationwide

16) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.

- a) Sales force.
- b) Dealer network or other distribution methods.
- c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.

GovDeals currently has 75 direct, full-time employees, including 34 Client Services Representatives and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is currently prepared to immediately serve NJPA's Members, regardless of the agencies' locations or sizes.

GovDeals has 17 salespeople on its Business Development team. Please refer to the map below for their specific locations. Our sales team includes:

- 13 U.S. field-based Regional Business Development Representatives
- 2 Inside Business Development Associates (actively recruiting 2 more)
- 1 National Director of Business Development, State Government and Higher Education
- 1 Director of Canadian Business Development

GovDeals' Nationwide Business Development Team



Additionally, we have two formal outside consulting relationships: John Deatherage, Sr. Business Development Consultant (California - 1 year); and Government Sourcing Solutions (GSS), David Yarkin, principal (Washington, DC - 4 years).

17) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.

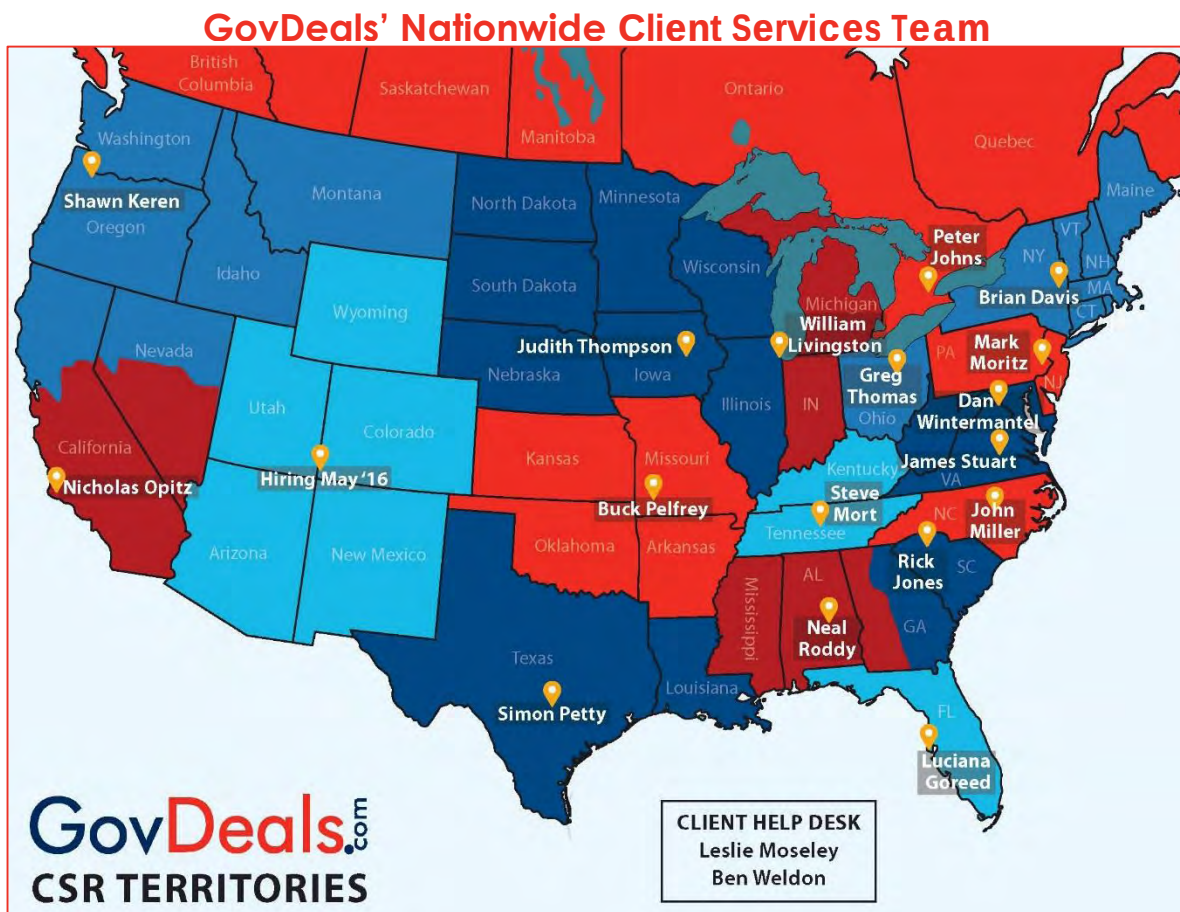
❖ Client Support

GovDeals will provide personal, hands-on service to each participating NJPA Member locally through a dedicated Client Services Representative (CSR) and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices in the form of bidder help desk, extensive marketing of assets, accounting, and system upgrades. There will be no additional cost for these services.

Direct employees provide all of GovDeals' services. In addition to their salaried compensation, GovDeals' employees are further incentivized with monthly commission or annual year-end bonuses determined by the company's profitability.

GovDeals employs 20 Client Services Representatives as shown on the map below.

- 18 field-based CSRs (the May 2016 hire is a backfill)
- 2 Client Help Desk CSRs



This large and experienced Client Services team led by Scott Starcher, Director of Client Services, handles support. Their primary mission is initial and ongoing training and implementation, auction surveillance, support and promotion of best practices, as well as ongoing collaboration with the Business Development team and other support teams to create a very engaged client relationship.

Each participating NJPA Member will have a dedicated account team, including a local CSR and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' CSR team will help NJPA Members manage auction operations on an ongoing basis. The

dedicated CSR will endeavor to respond within one hour (typically much faster) to all inquiries by the Member, and will always respond within 24 hours.

When scheduled or as needed, the CSR will be available for on-site or web-based training and support at no additional cost. The CSR will visit periodically at the Member's convenience to promote best practices, provide hands-on service, and to provide training for new employees or existing users.

GovDeals' CSR team members may be reached 24/7 via direct cell phone and email. We back up this hands-on, local relationship with robust and experienced staffing in all functional departments at GovDeals' corporate offices. The Member will have direct access to our accounting, marketing, and bidder support teams, as well as to GovDeals executive management. Support will be available to the Member via phone, email, in-person meetings, webinars, and live chat.

If for any reason, the Member's assigned CSR is not immediately available by cell phone or email, the Member may contact GovDeals' Client Help Desk, staffed by fully trained CSRs who are available for technical questions, support, and training. The Client Help Desk is available by live chat, toll-free phone, and email, and may provide on-site support when necessary. Live chat and toll-free phone to the Client Help Desk is available Monday through Friday. There is absolutely no additional cost for any technical support or for use of the Help Desk.

❖ Bidder Support

GovDeals provides bidder support six days a week from a dedicated service center staffed by 7 experienced GovDeals employees. The Bidder Services Help Desk intakes more than 200 calls, emails, and live chats daily, and this team has a stellar 97% first-call resolution rate. This team endeavors to respond within one hour (typically much faster) to all inquiries by bidders, and will always respond within one business day.

The Bidder Services Help Desk has employees who are fluent in Spanish, and we have a language service available if we need assistance communicating with a prospective bidder who does not speak English or Spanish.

18) Identify any geographic areas of the United States or NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?

GovDeals provides services to state/provincial and local government entities throughout the United States and Canada, including higher education and K-12 agencies. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts.

GovDeals does not serve commercial or private not-for-profit entities that are not affiliated with a government entity. If any NJPA Members don't qualify to sell on GovDeals, they may qualify to become a seller on our recently launched sister company's marketplace, www.AssetDeals.com. AssetDeals, Inc., is a separate company from GovDeals and has its own distinct client base and customer service organization. Commercial and other private entities may sell surplus assets owned by and used in the normal operation of a business. AssetDeals is not intended for the sale of new or resale items. AssetDeals was developed separately from GovDeals in order to keep GovDeals purely focused on our government clients.

19) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

There are no specific contract requirements or restrictions that would apply to NJPA Members in Hawaii, Alaska, and territories. GovDeals currently serves several clients in Alaska, including the State of Alaska. The only caveat that may apply to non-contiguous states and U.S. Territories is that training could be limited to remote services such as webinars.

Marketing Plan

20) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.

For 15+ years, GovDeals' only business has been delivering a remarkable online surplus disposition product to state and local governments in the US and Canada, and for the past 5 years we have served hundreds of Members throughout the nation in support of our awarded contract with NJPA.

There is no confusion or competing priorities relative to selling to private businesses. This allows a single focus for the management, business development and functional support teams; as well as no bundling or use of third-party service providers to create distractions or shifting priorities due to market conditions such as the economy. GovDeals' entire success is dependent on this service deliverable.

- With great relief and appreciation, we will carry on with the program we built over the past 5 years in selling the NJPA contract, with an eye on continuous improvement!*
- A conference call will be scheduled within 1 week of award to review the key elements of the award and reiterate our commitment and strategy with the Business Development team.*
- The Director of Client Services will be included on this call, and he will then conduct a parallel conference call focusing on the working processes of onboarding new NJPA clients.*
- As there are no changes to the pricing or service offered by GovDeals, we expect no delay in actively selling the contract nationwide and in Canada.*
- Of note, the next opportunity to meet face-to-face with the Business Development and Client Services teams is in October when both teams have annual meetings. The Business Development teams will have just met for Regional meetings in April/May.*

21) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.

GovDeals will continue to market this contract as follows:

- Promotion by the 30+ field-based sales and client service representatives*
- Promotion at the 140+ national, regional and local trade shows and seminars we attend annually*
- Encouraging cooperative contract utilization when responding to solicitations*
- Promotion through our formal consulting representation by Government Sourcing Solutions (GSS)*
 - ① Samples of marketing materials promoting GovDeals' cooperative contracts are provided on Pages 62-63 and in electronic form on the USB drive containing the digital file of our proposal.*

22) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client assets. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all of our Clients' assets listed on GovDeals.

23) In your view, what is NJPA's role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?

The NJPA award has been strongly integrated into the GovDeals direct and support sales processes and culture based on nearly 5 years of increasingly enthusiastic promotion of the contract where and when a cooperative or more formal contracting vehicle is needed. Our experience is that NJPA's role has been to equally promote all vendors sharing an award. Our view is the award would be more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by NJPA.

24) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

As a service provider, e-procurement ordering is not applicable. However, GovDeals' website features a one-time sign-up feature to simplify onboarding. NJPA Members may sign up online to utilize our service, including the ability to indicate their desire to ride the NJPA contract.

Value-Added Attributes

25) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.

There is no additional cost for initial and ongoing training and support. Details regarding training are provided in [Appendix](#), including a typical schedule for implementation of the GovDeals platform.

A key difference between GovDeals and other vendors is GovDeals' commitment to enthusiastically support of the Members' auction management personnel. We believe strongly in value of the best practices strategies we promote to our Clients, and we are eager to help NJPA Members realize untapped revenues. The GovDeals system and service offers NJPA Members the following value-added benefits:

- **Reallocation Tiers:** *GovDeals' patented Tier Redistribution System allows the Member to offer its surplus assets between departments, to area schools, to other government entities, or to nonprofit organizations before sending the assets to our regular public auction. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. No fee is charged for our clients' use of our reallocation system. See illustration in [Appendix](#).*
- **Elevated Service Models:** *GovDeals has an in-depth understanding that different levels of service are needed or desired by different government agencies. Determined on a case-by-case basis, GovDeals will discuss additional service options for specific NJPA Members, such as the following:*
 - o *Taking photographs of assets and/or creating auction listings*
 - o *Special pricing for aviation sales; in the past 12 months GovDeals Clients have sold 170 aircraft and related parts/equipment for total sales of \$7.4 million; appraisal services are also available for assets within the aircraft category.*
 - o *AssetDeals marketplace availability for NJPA vendors to sell their surplus or obsolete business assets.*
 - ① *Information about the recently launched AssetDeals marketplace is provided on [Page 20](#).*

26) Describe any technological advances that your proposed products or services offer.

- *In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits:*
- *The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 10-person team is dedicated to development, operation, and support of the GovDeals system. Based at GovDeals' headquarters, this team is backed by a larger IT infrastructure within our parent company's global organization.*
- *The GovDeals platform was recently moved to Microsoft's cloud-based hosting service, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world.*
- *Development releases are scheduled for every 2 weeks to strengthen code, add features, and mitigate potential risks.*
- *GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each NJPA Member will have 24/7 access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected.*
- *While we do not typically propound features that are in development, the launch and integration of our mobile site/app is expected within the calendar year. The availability of these tools will undoubtedly further improve the selling and buying experience for mobile users.*

27) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.

Because the GovDeals online auction solution operates on an “as is, where is” basis, the environmental impact of further vehicle/equipment transportation is eliminated. More importantly, since vehicles and equipment are able to be auctioned constantly and not stored for lengthy periods of time in holding lots, the environmental risks associated with dripping mechanical fluids and mechanical degradation (which can occur rapidly on out-of-service vehicles) are virtually eliminated.

At a traditional on-site auction, many bidders travel to the auction location and return home without winning anything. Using an online auction method allows bidders to attend the auction without driving, thereby reducing the carbon footprint by not using fuel and depositing emissions into the air.

Most buyers using the GovDeals website to purchase items never visit the seller's site for inspection because a full description, accompanied by photos and videos, of the items for sale are readily available to the potential buyer with the click of a button from their computer or device.

An additional benefit is reduction in facility and outdoor space utilization. The GovDeals' continuous, at will, “as is, where is” auction model enables surplus vehicles and heavy equipment to be sold from any location within the NJPA Member's jurisdiction. This means there is no need to transport to a holding lot or auction facility, and no need to accumulate vehicles for an auction “event.”

The quick turnover of surplus property that is achieved through an efficient and short sales cycle has delivered significant space savings to our Client sellers at all levels of government throughout the United States and Canada. GovDeals' terms dictate that Buyers are obligated to pick up their purchases from the current location, and Buyers are responsible for arranging their own removal of the vehicles they have purchased.

Numerous GovDeals clients have been able to repurpose their warehouse space, vehicle lots, and other facilities as storage space needs diminished. Thousands of government agencies have realized the comprehensive environmental benefits and increased profitability delivered by GovDeals' self-serve, in-place online auction process far outweigh the risk of cultural change within their internal departments.

28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.

None.

29) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?

Experience! GovDeals is the only company to offer a completely self-service, secure auction platform focused on arming government agencies with the knowledge and the tools to enable the highest possible net results for their surplus assets. Our most successful clients are the ones who leverage GovDeals' best practices and personal support.

While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. Only GovDeals overlays its self-service auction platform with knowledge-rich, field-based representatives dedicated to serving NJPA Members in every region of the U.S. and Canada.

GovDeals is uniquely positioned to serve NJPA and its Members with an experienced staff and robust service that exactly matches NJPA's space and its Members' needs. As GovDeals and NJPA grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service.

30) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

We are there! In 2013, our company launched its Canadian platform, www.GovDeals.ca. In the past 3 years, more than 300 Canadian provincial and local government agencies have successfully sold over 15,000 surplus assets for a sales value of \$21 million. This includes 1,300+ vehicles and over 400 pieces of heavy equipment. To date, more than 15,200 Canadian residents have registered to bid and buy assets at auction at GovDeals.ca.

Having overcome numerous cultural and regulatory headwinds, GovDeals is the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. The overall Canadian market is typically considered to be one-tenth (10%) of the U.S. market, with a high percentage of this opportunity centering on Ontario. GovDeals has experienced remarkable growth in its Canadian business during its first 3+ years operating there.

GovDeals has a motivated and well-experienced sales and service team in place in Canada. We operate an Ontario-based corporate office with dedicated team members including a Director of Business Development, Business Development Associate, and Client Services Representative.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: [Signed copy inserted as loose page at front of Proposal] Date: March 22, 2016

Form B



PROPOSER INFORMATION

Company Name: GovDeals, Inc.

Address: 100 Capitol Commerce Blvd., Suite 110

City/State/Zip: Montgomery, AL 36117

Phone: 334-467-2411 Fax: 334-387-0519

Toll-Free Number: 1-800-613-0156 Ext. 4460 E-mail: rgravley@govdeals.com

Website Address: www.GovDeals.com

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: Roger Gravley Title: President

Email: rgravley@govdeals.com Phone: 334-467-2411

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: Alicia Andrews Title: Senior Proposal Writer

Email: aandrews@govdeals.com Phone: 334-274-3846

Who is your company's primary contact person for this proposal?

Name: Roger Gravley Title: President

Email: rgravley@govdeals.com Phone: 334-4

Other important contact information

Name: Christy Logan Title: Senior Manager Business Development Operations

Email: clogan@govdeals.com Phone: 334-462-0414

Name: Scott Starcher Title: Director of Client Services

Email: sstarcher@govdeals.com Phone: 919-802-6800

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**Company Name: GovDeals, Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
		None	

Proposer's Signature: [Signed copy inserted as loose page at front of Proposal] Date: 3/22/16**NJPA's clarification on exceptions listed above:**



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: GovDeals, Inc.

Questionnaire completed by: Roger Gravley

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

A large number of our clients elect to leverage GovDeals fully integrated and secure Financial Settlement Services (FSS) feature, allowing GovDeals will accept payment online from winning bidders. GovDeals remits each Client's net proceeds weekly, with.

If FSS is not elected, or if the Member chooses remittance of its gross proceeds, GovDeals will invoice the Member with payment terms of net 30 days.

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Not applicable. GovDeals provides a service, not commodities.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

GovDeals' system and service is designed to be used "at will" and as needed by each NJPA Member. The GovDeals platform is available for use 24/7 at the convenience of the Member. As we are providing a revenue-generating service, GovDeals does not require purchase orders. If the Member is required to issue purchase orders, GovDeals' Accounting Department will verify the payment amount and return the P.O. and invoice in compliance with the Member's procedures.

To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate NJPA as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up.

*GovDeals recognizes the importance and value of cooperative contracts and partner relationships. **One of the company's senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals' system functionality also includes a simple way for NJPA to review the cooperative usage of its contract, and each cooperative agency's sales amount is included on this report, which NJPA may access at any time within its GovDeals account.***

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, GovDeals accepts P-cards. There is no additional fee to use this service.

Warranty

5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
- What are your proposed exchange and return programs and policies?

As a service provider, warranty information as expressed above is not applicable to GovDeals. GovDeals' auction platform is entirely web-based, and no software will be installed on any NJPA Member computer.

Rather, GovDeals makes a threefold pledge to NJPA that (1) its auction platform will be reliable and secure for NJPA Members and auction bidders; (2) GovDeals will shoulder liability of fraudulent financial transactions for Members who participate in our Financial Settlement Services program; and (3) GovDeals will provide service and support to NJPA Members through locally based CSRs and Sales Representatives, as well as Marketing, Accounting, Bidder Services, IT Support, and effective management oversight. We would be happy to discuss these matters in detail and provide documentation of our successful performance of these fundamental commitments.

- 1) GovDeals commits to maintain and operate its online auction system with an uptime percentage of 99.99%, aside from regularly scheduled maintenance, and Members will be notified prior to any such scheduled downtime.
- 2) GovDeals' fiduciary responsibilities to NJPA and its Members are guaranteed through a \$5,000,000 insurance policy. When an NJPA Member utilizes GovDeals' system and its Financial Settlement Services (FSS) payment collection and remittance program, the Member will not be liable for any payment fraud or chargebacks that may occur.
- 3) GovDeals is committed to providing personal, hands-on service locally through a Client Services Representative and Regional Business Development Representative, as well as a deep commitment to support from our corporate offices in the form of bidder help desk, marketing assets, accounting, and system upgrades. There will be no additional cost for these services.

6) Describe any service contract options for the items included in your proposal.

Additional service models will be made available upon request at a rate to be determined by the specific needs of the NJPA Member. This may include service such as creating auction listings and managing the auction process. More information is available to NJPA and its Members upon request. We have made provisions in our pricing model for these elevated services, although specific pricing will be determined by Member needs, asset quantity, and sales volume. GovDeals will follow NJPA's Cost Change Form procedure if and when elevated service models are negotiated that are beyond the scope of the pricing provided within this proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

GovDeals proposes a success-based fee structure, charged only on successful auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely.

The pricing model detailed below is consistent with our well-established market pricing where the 12 Western states have lower base pricing than available to the rest of the US. Individual cooperative selling entities (clients) have access to a volume-based fee structure based on their actual annual sales on GovDeals or documented previous year(s) sales utilizing other disposition methods.

The Member may choose to utilize GovDeals' system and service with our payment collection and remittance services (FSS) included; or may elect to collect its own payments and be invoiced by GovDeals (Non-FSS).

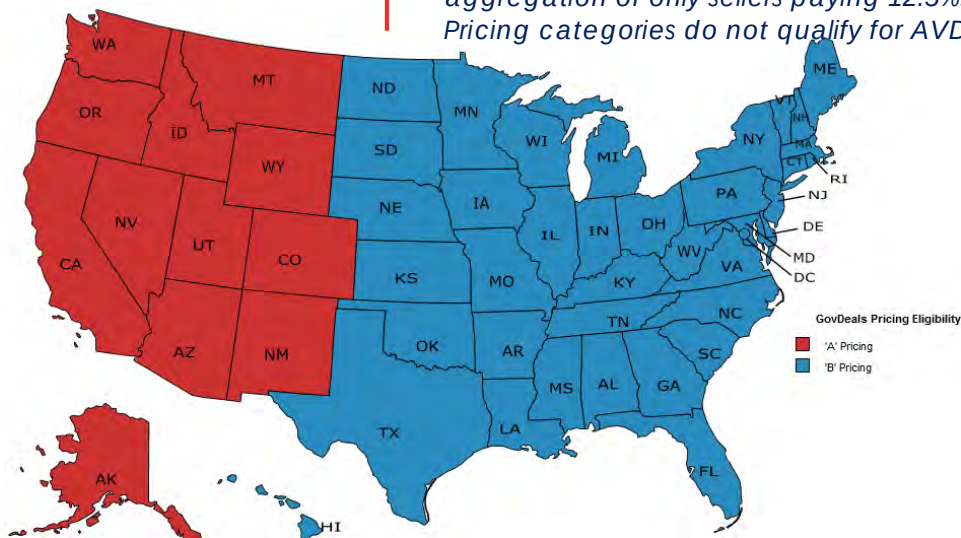
- ① Under any of our pricing options, GovDeals' fee may be shared between the Member and winning bidders, or may be withheld from the Member's auction proceeds or wholly incurred by buyers. The most common option chosen is 7.5% paid by Client and 5% Buyer's Premium.

'A' Pricing (Available in AK, AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA & WY)

- 7.5% for Non-FSS
- 10% for FSS
- No Annual Volume Discount Program (AVDP) for 'A' Pricing

'B' Pricing (All other US states not eligible for 'A' Pricing)

- 7.5% for Non-FSS
- 12.5% for FSS
- Sellers paying 12.5% fee (not passing a portion of the fee to Buyers) qualify for AVDP.
- AVDP qualifying annual volume is based on an aggregation of only sellers paying 12.5%. All other 'B' Pricing categories do not qualify for AVDP.



- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. The pricing offered in this proposal is consistent with our current NJPA award and offers to state governments, cooperative entities, and large local government entities.

- 9) The pricing offered in this proposal is
- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☐ d. other than what the Proposer typically offers (please describe).

- 10) Describe any quantity or volume discounts or rebate programs that you offer.

Volume of sales may qualify Members for an annual rebate. GovDeals' Annual Volume Discount Program (AVDP) is available to NJPA Members paying 12.5% fee under the 'B' Pricing described on the previous page. All qualifying NJPA sellers' volume will be aggregated to determine the percentage rebate at the end of the contract year.

- 11) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Not applicable; GovDeals does not sell commodities.

- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

All costs are included in the pricing model(s) quoted above. There will be no additional fees for standard support, training, on-site service, platform upgrades, etc.

- 13) If delivery or shipping is an additional cost to the NJPA Member, describe the complete shipping and delivery program.

Not applicable; GovDeals does not sell commodities.

- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Not applicable; GovDeals does not sell commodities.

- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Not applicable; GovDeals does not sell commodities.

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, the Vendor reports all sales under the Contract each quarter, and the Vendor remits the proper administrative fee to NJPA.

GovDeals, in selling and billing a service, has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. We have established system utilities that track cooperative member sales in a real time report and this data is archived and essentially available, ad hoc, at any time. One senior staff person is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the Annual Volume Discount Program (AVDP) that has returned approximately \$375,000 in rebates directly to NJPA members for their contract sales during the current 5 year contract period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract; it is not a line item addition to the Member's cost of goods.

GovDeals proposes to pay 2% of what we are paid for our services. Example: A member utilizes the NJPA contract to sell an item for \$1,000 on GovDeals and the fee for this member is 12.5%. GovDeals is paid \$125 which represents the gross profit for the transaction. GovDeals will remit 2% of the \$125 (\$2.50) to NJPA when it makes its quarterly payment.

Industry-Specific Questions

18) What is your US market share for the solutions that you are proposing in this response?

There are many ways to estimate the U.S. market for government surplus sales. Limiting the scope to companies providing self-service online sales of state and local government surplus, we estimate our market share is greater than 60%.

19) What is your Canadian market share (if any) for the solutions that you are proposing in this response?

Essentially, GovDeals' Canadian market share is 100%. *Having overcome numerous cultural and regulatory headwinds, GovDeals is the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. The overall Canadian market is typically considered to be one-tenth (10%) of the U.S. market, with a high percentage of this opportunity centering on Ontario. GovDeals has experienced remarkable growth in its Canadian business during its first 3+ years operating there.*

20) Identify the role of any subcontractors or third parties that will be involved in implementing your proposal.

Not applicable; GovDeals does not utilize the services of subcontractors. All services will be provided by full-time GovDeals employees.

21) Indicate which category of auction service (A through D) that you provide: A) online auction services, B) on-site live auction services, C) live streaming auction services, or D) any combination of auction services. Supply enough detail to substantiate that the Proposer properly fits within the indicated category.

GovDeals provides A) online auction services.

GovDeals is committed to providing a turnkey approach to selling government surplus assets via our online auction marketplace, www.GovDeals.com, with the most efficient service offerings in the industry. More than 8,700 government agencies in the U.S. and Canada have transitioned some or all of their surplus sales to GovDeals.com.

In tandem with our robust auction website, the GovDeals platform and service include, at no additional cost:

- *Self-service functionality with unlimited users*
- *Real-time reporting tools within secure account*
- *Extensive marketing outreach to bidders*
- *Hands-on training for as many employees as desired*
- *On-site assistance posting auctions at implementation*
- *Personal service with 24/7 on-call availability*
- *Optional online payment collection service with 3-10 day remittance to Member*

GovDeals' business model is as simple as it is unique: in support of our self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients such as NJPA Members. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Bidder Services, and Client Help Desk.

Our platform's self-service functionality allows NJPA Members to have complete control over its auctions, including accessing real-time reports and interacting with bidders through our built-in Question and Answer feature. GovDeals will provide dedicated service to the Member to help list assets when a backlog is encountered, as well as direct access to technical support and strategy guidelines.

NJPA Members may utilize the GovDeals auction website via any major web browser, including the latest versions of Internet Explorer/Edge, Google Chrome, Apple Safari, and Mozilla Firefox. The Member will only need to provide a computer with web access and a digital camera or smartphone. No software will need to be installed on any Member computer.

Signature: *[Signed copy inserted as loose page at front of Proposal]* Date: 3/22/16

In tandem with GovDeals' response to NJPA's RFP, this Appendix is provided as a reference to detail features of the GovDeals system and service that are not explored in-depth elsewhere in this Proposal.

Topics covered in the Appendix include:

- *Overview of the Auction Process*
- *Platform Transparency and Ease of Use*
- *System Features to Maximize Seller Efficiency & Profitability*
- *Advertising and Marketing Members' Surplus Assets*
- *System Features to Ensure Simple & Reliable Bidding*
- *Minimizing Bidder Default*
- *Interactive, Real-Time Reporting Features*
- *Training and Implementation*
- *Management & Staffing Philosophy*
- *Scaled Growth*
- *Management Personnel*
- *Contract Marketing Examples*

If the NJPA Evaluation Committee has questions or would like further information on any aspect of GovDeals' system and service, we encourage you to contact our President, Roger Gravley, at any time. Roger can be contacted by email at rgravley@govdeals.com or by cell phone at 334-467-2411.



Online Auction Process: How It Works

- After an asset is declared surplus, the Member enters photographs and descriptive details about the asset into a personalized auction template within your password-protected GovDeals account using the simple, 3-step auction creation procedure (training will be provided).
- For high-value and particularly specialized assets, a marketing plan will be developed and presented to the Member for advance review and approval prior to auction. Marketing campaigns will run while the auction is open for online bidding.
- While the auction is live, the Member can monitor progress of its auctions at www.GovDeals.com and answer any bidder questions that may be posted via the GovDeals Q&A system.
- After the auction is completed, the Member will automatically be emailed a Seller's Certificate with details of the sale and contact information for the winning bidder; and the winning bidder will automatically be emailed a Buyer's Certificate with sale and payment details.
- The winning bidder is responsible for making payment within 5 business days after auction close. This time period may be shortened or lengthened by the Member if desired. Upon the buyer's successful payment by credit/debit card (Visa, MasterCard, Discover, and American Express are accepted), PayPal, or wire transfer, the Member will receive notification that payment has been made.
- The buyer is required to pick up assets within 10 business days after auction close. This time period may also be adjusted by the Member if desired. The winning bidder is responsible for scheduling an asset removal appointment with the Member. At pickup/removal, the winning bidder must present photo ID and their GovDeals Buyer's Certificate, and the Member should verify the bidder's documentation. After both the buyer and the Member representative sign the GovDeals Bill of Sale, the asset may be released to the winning bidder.
- GovDeals will remit the Member's proceeds each week for all assets marked "Picked Up" in the Member's GovDeals account by the previous Friday. GovDeals will withhold its fees and/or Buyer's Premium as applicable, and will electronically (or by paper check if preferred) remit the balance to the Member.
- The Member will not be liable for any payment disputes, as GovDeals accepts responsibility for chargebacks or fraud that may occur. GovDeals may request a copy of the signed Bill of Sale from the Member in the case of payment disputes after an asset has been removed by the buyer.

Transparency

GovDeals is designed to ensure maximum transparency to the Member, to bidders, and to the general public. The full content of GovDeals' completed auctions, to include all data available during the active auction, as well as the ending time/date, complete bid history, and the winning bid amount, can be accessed by the general public for one full year after each auction is completed.

Ease of Use

We encourage the NJPA evaluation committee to explore the user-friendliness and capacity of our auction website, www.GovDeals.com. Our web-based system is designed to provide the utmost ease-of-use, including minimalistic layout and intuitive functionality, such as those described below. A screenshot of the GovDeals home page is provided below.

- Asset categories are clearly displayed on the home page. Categories without any current auctions are automatically hidden from the home page in order to minimize bidder frustration caused by blank pages or empty categories.
- Multiple search features enable bidders to easily locate assets for which they are in the market; bidders may search by keyword, category, seller, zip code radius, and many other options. Additionally, any search can be saved as a "favorite" within a bidder's account, and notifications will be sent when new assets matching the selected criteria are up for auction.
- Although the GovDeals system is continuously improved upon and updated behind the scenes, the website's primary design and functionality intentionally remain consistent in order to limit any frustration or confusion by bidders or sellers.

GovDeals
A LIQUIDITY SERVICES MARKETPLACE

Searches - FAQ - Contact Us - About Us

Home - Log In - Register

View Auctions

October 2, 2015, 11:08 AM ET P1D

GovDeals provides services to various government agencies that allow them to sell surplus and confiscated items via the Internet. Each participating agency has its own auction rules and regulations and may be subject to government ordinances.

CATEGORIES

search auctions Search for: QAL# Search

- A** Agriculture Equip/Commodities - 20 items
Aircraft and Aviation Parts, Equipment - 26 items
All Terrain Vehicles - 7 items
Ambulance - 12 items
Animal Equipment, Cages and Feed - 7 items
Arts and Crafts - 20 items
Asphalt Equipment - 5 items
Audio/Visual Equipment - 276 items
Automobiles - 388 items
Automobiles (Classic/Custom) - 1 items
Automobiles (Restricted Vehicles) - 4 items
- B** Bags, All Types - 1 items
Barber and Beauty Shop Equipment - 18 items
Barrels and Drums - 1 items
Batteries, All Types - 7 items
Bicycles - 35 items
Boats and Marine Supplies - 18 items
Books/Manuals - 22 items
Builders Supplies - 43 items
Buildings - 16 items
Buses, Transit and School - 93 items
- C** Cafeteria and Kitchen Equipment - 397 items
Chemicals, All Types - 1 items
Clocks and Watches - 2 items
Clothing/Linens - 7 items
Collectibles - 17 items
Commodities - 1 items
Communication/Electronic Equipment - 151 items
Compressors - 19 items
Computers, Parts and Supplies - 720 items
Confiscated/Personal Property - 53 items
Containers - Storage/Shipping - 18 items
Cranes - 3 items
- D** Displays and Exhibit Stands - 33 items
- E** Educational - 22 items
Election Equipment - 3 items
Electrical Supplies - 39 items
Engineering Equipment and Supplies - 23 items
Equipment, Heavy - 54 items
Exercise Equipment - 61 items
- F** Fine Art - 16 items
Fire and Police Equipment - 169 items
Fire Trucks - 41 items
Firearm Accessories - 7 items
Firearms and Live Ammunition - 6 items
Forklifts - 15 items
Fueling Equipment - 6 items
Furniture/Furnishings - 468 items
- G** Gambling Machines and Equipment - 1 items
Garbage and Refuse Containers - 10 items
Garbage Trucks - 24 items
Generators - 30 items
Glass - 1 items
Golf Course Equipment - 25 items
- H** Hardware - 22 items
Health and Beauty - 8 items
Highway Equipment - 4 items
Holiday/Seasonal Items - 6 items
HVAC Equipment - 48 items
- I** Industrial Equipment - 110 items
- J** Janitorial Equipment - 40 items
Jewelry - 10 items
- L** Laboratory Equipment - 73 items
Laundry Equipment - 41 items
Library Equipment - 15 items
Lighting/Fixtures - 48 items
Lost/Abandoned Property - 11 items
Lumber - 4 items
- M** Machinery - 25 items
Mailing Equipment - 10 items
Material Handling Equipment - 32 items
Medical/Dental Equipment - 119 items
Metal, Scrap - 39 items
Metals, Precious - 1 items
Miscellaneous Vehicles - 6 items
Motor Homes / Travel Trailers - 1 items
Motorcycles - 10 items
Mowing Equipment - 90 items
Music/Musical Equipment - 34 items
- N** Nursery/Horticulture/Landscaping - 14 items
- O** Office Equipment/Supplies - 337 items
Outdoor Living - 35 items
- P** Parking Meters - 5 items
Photographic Equipment - 32 items
Pipe, Valves, and Fittings - 6 items
Playground Equipment - 1 items
Plumbing Equipment and Supplies - 12 items
Pool Supplies and Equipment - 2 items
Printing and Binding Equipment - 59 items
Public Utility Equipment - 51 items
Pumps - Fuel, Water, Etc. - 13 items
- R** Rail Equipment and Accessories - 1 items
Real Estate - 8 items
Recovered Items - 166 items
Recyclable Materials - 7 items
Road/Highway/Bridge - 6 items
- S** Scales and Weighing Apparatus - 15 items
School Equipment - 97 items
Security Equipment - 28 items
Snow Removal Equipment - 24 items
Sporting Equipment - 37 items
Survey Equipment - 6 items
SUV - 93 items
Sweeper - Parking Lot/Warehouse - 1 items
Sweeper - Street - 2 items
- T** Tanks - Water, Fuel, Oil, etc. - 25 items
Tires and Tubes - 29 items
Tools, All Types - 121 items
Towers -- Water/Fire/Transmission - 1 items
Tractor - Farm - 25 items
Traffic Signals and Controls - 17 items
Trailers - 50 items
Trucks, Heavy Duty 1 ton & over - 111 items
Trucks, Light Duty under 1 ton - 218 items
- V** Vans - 100 items
Vehicle Equipment/Parts - 103 items
Vending Equipment - 6 items
- W** Welding Equipment - 13 items
Woodworking Equipment - 18 items

Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.
Contact us with any questions, comments or concerns.
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LIQUIDITY SERVICES

Government Liquidation
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Maximizing Seller Efficiency & Profitability

Throughout 16 years of conducting online auctions for government entities across the United States and Canada, we have developed features that increase our sellers' efficiency and ease of use for their staff members, as well as to positively impact our government clients' surplus disposition success and ROI. Some of the features that are most popular among our selling agencies are described below.

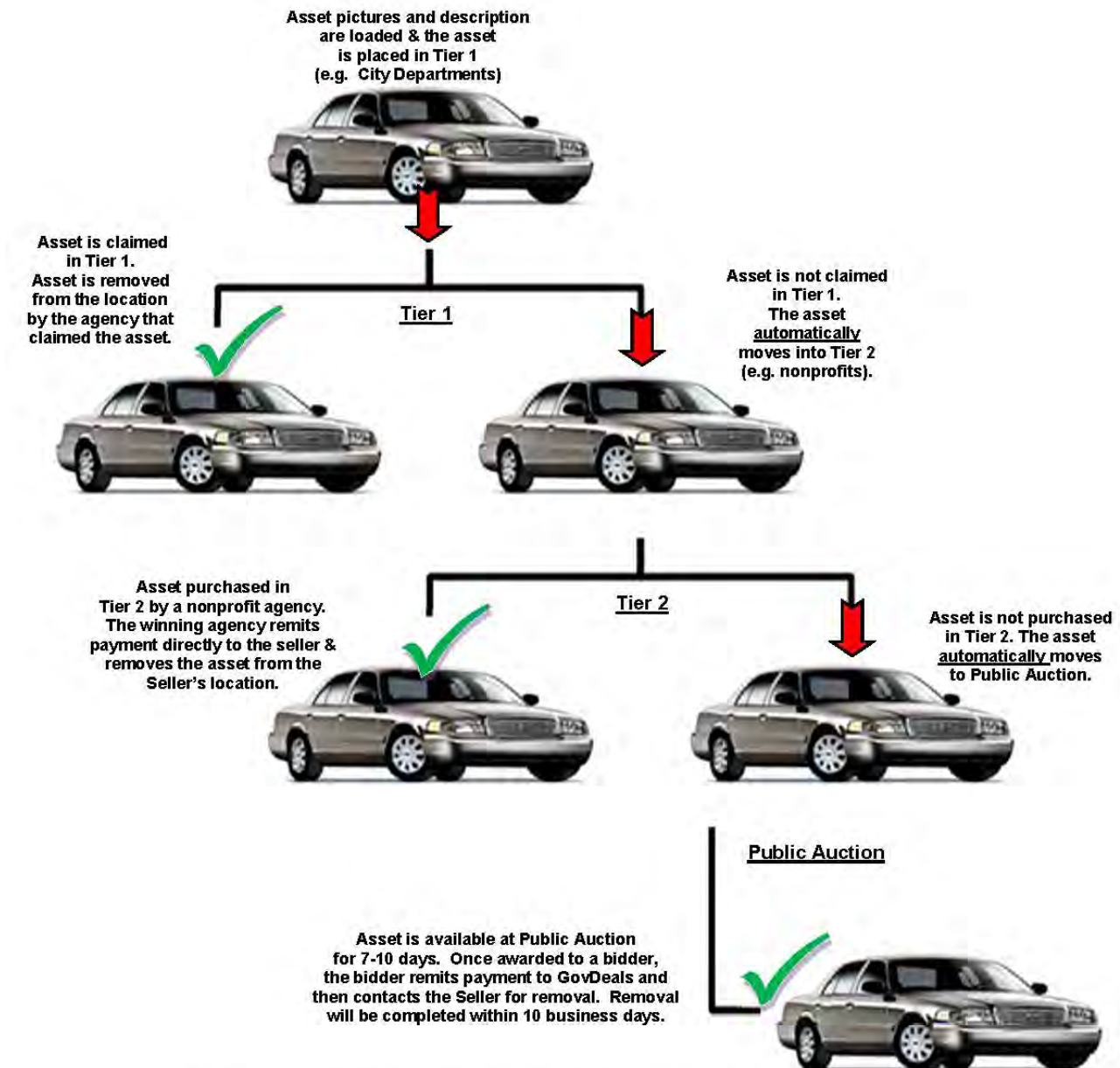
- **Automated Auction Calculator:** This unique, time-saving feature assists the Member's staff members in automatically setting the starting price, bid increment, and auction start date and time, as well as the ending date, for each auction. If the Member doesn't agree with some of the automatically entered data, the employee may override any populated field. The Member may also simply bypass the automated calculator and enter the data manually.
- **Extension of Bid:** This extends auctions by a few minutes when a bid is placed in the final minutes of an auction's end time. Like many of our value-added features, Extension of Bid is optional.
- **Question & Answer:** The Q&A functionality within the Member's GovDeals account will allow prospective bidders to submit questions via the auction page, allowing the Member to answer either privately by email or publicly on the auction page for all bidders to view.
- **Security Levels:** Access to the GovDeals system can be tailored to the job duties of your employees. Your CSR will discuss ways to best utilize these 5 security levels to fit into the Member's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.
- **Second-Chance Offer:** The Member may offer an asset to the second-highest bidder with a single click if the highest bidder defaults on completing a sale. This feature is also useful if a reserve price is not met but the Member wishes to offer the asset to the highest bidder.
- **Minimum Bid, Bid Increments, and Reserve Pricing:** The Member will have full control to determine these factors. If desired, your CSR can give advice based on past successes with similar government-owned assets.
- **Departmental Billing:** The Member's remittance payment may be sent to individual selling departments or to a general fund. Even if sent to a general fund, data can easily be separated out for auditing purposes using a department code, and all reports are exportable to Microsoft Excel.
- **Bid Deposits:** The Member may require bidders to make a deposit for certain assets if desired. The Member will have the authority to determine the bid deposit amount, and prospective buyers must make this deposit before placing a bid on the designated auctions. Once GovDeals receives the bidder's deposit, his/her account will be approved to bid on the asset. The winning bidder's deposit may be applied to the final amount due; unsuccessful bidders will have their deposit returned in full.
- **Bidder Restrictions:** The Member may limit the types of bidders who are allowed to place bids on certain assets, but these assets may still be viewed by the general public to maximize the marketing exposure of the auctions. Information on types of restrictions is available upon request.

Automated Auction Calculator

The screenshot shows a web form titled "Automated Auction Calculator". At the top, it displays "Anticipated Sale Price: 5000" and a "Calculate Auction" button. Below this is a section titled "Add New Auction". The form includes several input fields: "Tier" (set to "General Public"), "Start Date/Time" (08/21/2015), "# Days" (1), "Hr" (12), "Mn" (49), "AM/PM" (PM), and "ET". There are also fields for "End Date/Time" (08/28/2015), "Hr" (12), "Mn" (49), "AM/PM" (PM), and "ET". A checkbox "Would you like to auto extend this auction?" is set to "Yes". Below this, a message states "This asset requires electronic payment." and there are fields for "Opening" (750), "Increment" (25), "Reserve" (0), and "Strike" (0). To the right, there are checkboxes for "Special Tax" and "Cumulative Tax" (set to "%"), and a dropdown for "Asset Fees". At the bottom, there are two checkboxes: "I agree to give this asset away at no cost." and "Set asset to Ready For Auction status.", followed by an "Add New Auction" button.

- **Reallocation Tiers:** GovDeals' patented Tier Redistribution System allows the Member to offer its surplus assets between departments, to area schools, to other government entities, or to nonprofit organizations before sending the assets to our regular public auction. Assets not claimed during the reallocation process may automatically be moved to public auction if desired. No fee is charged for our clients' use of our reallocation system. See illustration below.

Example of GovDeals' Asset Reallocation Process (Tier Redistribution System)



No fee is assessed for items that are claimed/purchased within GovDeals' Tiers.

Buyer's Premium only applies to assets that are successfully auctioned to the public.

Advertising & Marketing Surplus Assets

A major part of GovDeals' service and ultimate success is the promotion of assets through advertising and marketing. NJPA Members will not be charged a fee for any marketing efforts provided by GovDeals; last year, GovDeals placed more than 21,000 online and print ads for our clients' assets at no additional charge.

Our time-tested and proven approach to marketing government surplus goods for online auction is unparalleled. We know from research and experience how to develop and implement customized marketing plans for our government clients, and our six-person Marketing Department has the expertise to create effective ads, press releases, mailings, etc., and utilize the right combination of these in order to consistently bring a steady stream of targeted website traffic to our government clients' surplus assets.

As marketing plans are developed, your GovDeals CSR and Marketing Department will communicate regularly with Member representatives to ensure your team is always involved in decision-making, such as approving ads and press releases. Following is a summary of our most-utilized marketing strategies.

① See Marketing Examples on [Pages 38-53](#).

Niche Marketing: All vehicles, heavy equipment, unique, and high-value assets that the Member wishes to sell on the GovDeals auction website will be advertised or listed on niche websites that will expose your assets to targeted buyers.

- Heavy trucks and heavy equipment are advertised in Rock and Dirt and Contractor's Hotline
- Cars, trucks, and vans are advertised at www.CarDaddy.com.
- School buses and transit buses are advertised at www.BusesOnline.com and www.BusNut.com.
- Medical and laboratory items are promoted at www.LabX.com and www.EquipMatching.com.

Custom Marketing Plans: When the Member has specialty assets to auction, GovDeals' Marketing Department will develop custom promotion and advertising strategies designed to bring the highest dollar amount possible for each asset. Such assets may include, but are not limited to, helicopters and aircraft; classic/custom cars; specialty equipment; firearms and accessories; jewelry and collectibles; real estate properties; machinery and industrial equipment; and cost avoidance/demolition projects. Various types of assets considered unique, high-value, or specialty may be considered for custom marketing campaigns involving identification of target audiences and specialized media.

News Coverage: GovDeals periodically receives national broadcast, online, and print media coverage. This not only results in promotion for specific assets, but also drives bidder sign-up. For example, a report by MSN Money resulted in a 250% increase in daily registrations.

Email Marketing to Targeted Bidders: GovDeals has bidders in all 50 U.S. states and 68 foreign countries, for a total of more than 510,000 registered and verified bidders. To harness the strength of this extensive bidder base for asset marketing, email blasts are sent to previous bidders of relevant categories. This has repeatedly proven one of our most successful strategies.

① An illustration of GovDeals' national bidder audience is provided on [Page 3](#).

Local Marketing: As noted above, GovDeals already has a large and active bidder base in your region. In order to further make local residents aware of the Member's auctions, GovDeals' Marketing Department will implement strategies to inform the public of the Member's GovDeals sales, including assisting with preparing press releases and placing ads as needed. Strategic marketing efforts, such as outdoor and TV ads, may be utilized as needed. GovDeals can also provide outdoor banners for high-traffic areas, as well as flyers for bulletin boards and to pass out to local businesses and residents.

Marketing Example: www.FreeClassifieds.com

Auction: 4 15,000 lb ARI Hetra Lifts

Client: Mohave Valley, Arizona

Sold for: \$16,582 on 02/17/16 with 29 bids.

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March 15, 2016, 11:21 AM ET P1

lot of four 15,000 lbs ARI Hetra Lift



[More media](#)

Quantity	Condition	Category
1 Lot	See Description	Vehicle Equipment/Parts

Auction Closed

High Bidder: g*****
Sold Amount: \$15,075.00
Buyer's Premium (10.00%): \$1,507.50
Total Price: \$16,582.50

[View Bid History](#)

[Terms and Conditions](#)

2,781 visitors



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ARI Hetra Lift, HDML-8, Mobile Lifting System

Click images for larger view



Date Posted: 2/18/2016 11:47:57 AM
Location: LAKE HAVASU CITY
Price: \$2,525.00

Interested?

Reply to this post.

[Send to Friend](#)

[G+1](#)

0

Reply by phone: 800-613-0156

Description of Item:

ARI Hetra Lift HDML-8, Mobile Lifting System. No installation necessary; top-mounted system controls, emergency stop button, etc. Approx 6ft Lift, Rated at 15,000 lbs. 208, 3 Phase. Works last used Jan 2016.

THIS IS AN ONLINE AUCTION FOR GOVERNMENT SURPLUS - This is Item #8427-2 on GovDeals.com, ending 02/29/2016. These auctions are open to the public, to registered bidders. The registration, membership, and bidding process are free. Bidders are encouraged to inspect the property prior to placing a bid. All items are sold as-is/where-is.

PLEASE READ FULL DETAILS ON THIS AUCTION:
<https://www.govdeals.com/index.cfm?fa=Main.Item&itemID=2&acctid=8427>

****The price shown is the current minimum bid and is subject

E Fyler sent to 20,255 bidders and buyers of GovDeals' surplus.



Description	Asset Location	End Date/Time ET
 lot of four 15,000 lbs ARI Hetra Lift	Mohave Valley, AZ	2/29/16 4:00 PM ET

Marketing Example: www.ContractorAssets.com

Auction: 1989 Cat 950E Rubber Wheel Loader

Client: Heber City, Utah

Sold for: \$54,230 on 03/09/16 with 166 bids.

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March 15, 2016, 11:27 AM ET P

1989 Cat 950E Rubber Wheel Loader



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Hours	Title Restriction	Condition	Category	Inventory ID
1989	Cat	950E	22Z04742	8,734	No	See Description	Equipment, Heavy	276

Auction Closed

High Bidder: s*****

Sold Amount: \$49,300.0

Buyer's Premium (10.00%): \$4,930.0

Total Price: \$54,230.0

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[Terms and Conditions](#)

1,096 visitors



Main Page All Equipment Post Free AD Search Get Featured Contact Us

Welcome, STACEE (My Account Logout)

Category: Main Used Construction Equipment Wheel Loaders

1989 Caterpillar 950E - \$0.00 USD

Listing ID: 12386

Seller Info

[GovDeals.com](#)

Member Since:
Feb 15, 2016

GovDeals Inc
101 Capitol Commerce
Blvd Ste. 110
36117

Main phone
(800) 613-0156
Phone 2: (800) 613-0156

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[contact seller](#)

printer friendly
 tell-a-friend
 add-to-favorites
 report abuse

Featured Items

Classified Ad Info

Construction Equipment Info



Listing Began: Feb 18-14:38

Number of Times Viewed: 3



8403_11_1.JPG



Description

1989 Caterpillar 950E - \$0.00 USD

Detailed Equipment Description

ONLINE AUCTION- Ends 3/3/16. To see full details for this item please go to [www.govdeals.com](#) enter QAL #8403-11 in the Quick Asset Lookup QAL box located on the home page 1989 Cat Rubber Wheel Loader Starts and Runs 8734 Hours

Classified Ad Info

Put Reliability on Your DIN Rail

World-Class Terminal Blocks from

Altech Corp.

[Get Started](#)

RAM 1500

Carry what others can't

Marketing Example: www.RockandDirt.com

Auction: 1975 AMGE 5 Ton Water Truck

Client: Truth Or Consequences, New Mexico

Sold for: \$2,942 on 12/03/15 with 34 bids.

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1975 AMGE Model 849 5 Ton Water Truck



[More media](#)

Year	Make/Brand	Miles	Title Restriction	Condition	Category
1975	AMGE	13,007	No	See Description	Trucks, Heavy Duty 1 ton & over

Auction Closed

High Bidder: m****n

Sold Amount: \$2,675.00

Buyer's Premium (10.00%): \$267.50

Total Price: \$2,942.50

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932 visitors

ROCK & DIRT
THE EQUIPMENT MARKETPLACE

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HEAVY EQUIPMENT TRUCKS TRAILERS CRANES PARTS ATTACHMENTS DISMANTLED INDUSTRY RELATED AUCTIONS & EVENTS FIND A COMPANY

Auction Item - 1975 AM GENERAL WATER TRUCK Water Truck

Auction Item

GovDeals.com

800-613-0156 Ext 5

Seller Info

Map It

1000 Capitol Commerce Blvd
Suite 110
Montgomery, AL 36117
USA

[Hablamos Español](#)

Email Seller

Name: * Angela Jones
Email: * marketing@govdeals.com
Phone: * 800-613-0156
Preferred Contact: Phone * Email
Location: Montgomery AL
Country: United States
Message: *

9C3b5G

Type the characters in the image above, and press submit.

Submit



1975 AM GENERAL WATER TRUCK

General Specs

Stock #: 7458-6 VIN#: Not Listed
Item Location: Truth Or Consequences, NM USA # of Views: 1

Additional Specs

Mile: 13,007 Condition: Used

Auction Info

Auction Dates: 12/01/2015 - 12/31/2015
Auction Location: Online,

Day of Sale: 1

Detailed Description

ONLINE AUCTION- Ends 12/3/15. To see full details for this item please go to www.govdeals.com enter QAL #7458-6 in the Quick Asset Lookup QAL box located on the home page. 1975 AMGE Model 849 5 Ton Water Truck Starts and Runs

Marketing Example: www.LoggingTrader.com

Auction: 2007 John Deere 770D Motor Grader

Client: Mosquero, New Mexico

Sold for: \$126,500 on 04/13/15 with 4 bids.

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2007 John Deere 770D Motor Grader



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Hours	Condition	Category
2007	John Deere	770D	dw770dx615993	3,150	See Description	Equipment, Heavy

Auction Closed	
High Bidder:	c*****
Sold Amount:	\$115,000.00
Buyer's Premium (10.00%):	\$11,500.00
Total Price:	\$126,500.00
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221 visitors

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2007 John Deere 770D Motor Grader

Viewed: 1 times

Ad Posted: Monday, March 30, 2015

Ad Expires: Wednesday, April 29, 2015

User Information:

Posted by: GovDeals
Phone: 8006130156
User Location: Montgomery
Link to Your Website: [User Web Site](#)
All User Ads: [All Ads by GovDeals](#)

Status: Active



[Reply to Ad](#)



Ad Information:

Manufacturer: JOHN DEERE
Model: 770D
Engine Type: N/A
Tires: N/A
Zip/Postal: 36117 [Your Zip](#)

Year: 2007
Type: MOTOR GRADER
Hydraulics: N/A
Condition: N/A
State/Province: N/A

Ad Description:

[a a a](#)

ONLINE AUCTION- Ends 4/13/15. To see full details for this item please go to [www.govdeals.com](#) enter QAL #7334-3 in the Quick Asset Lookup QAL box located on the home page.
EQUIPMENT IS LOCATED IN MOSQUERO, NM.
Starts and Runs
14ft Blade

A/C

Marketing Example: www.TrashTrucksOnline.com

Auction: 2005 Peterbilt 320 Garbage Truck

Client: Folsom, California

Sold for: \$61,710 on 05/18/15 with 62 bids.

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2005 Peterbilt 320 Garbage Truck



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Condition	Category	Inventory ID
2005	Peterbilt	320	1NPZL00X05D715915	134,713	See Description	Garbage Trucks	829

Auction Closed

High Bidder: *****

Sold Amount: \$58,100.00

Buyer's Premium (10.00%): \$5,610.00

Total Price: \$61,710.00

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147 visitors

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TrashTrucksOnline

THE NATION'S ONLINE GARBAGE TRUCK INVENTORY



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Welcome: Stacey

Enter Keywords:

Go

>> Advanced Search

Category: Main > GARBAGE TRUCKS > Front Loaders

Next >>

2005 Peterbilt 320 Garbage Truck

\$0.00

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Seller:	Stacey
Company:	GovDeals
City:	
State:	Alabama
Phone:	(800) 613-0156
Phone:	
Web Site:	www.govdeals.com

Price:	\$0.00
Truck Make:	Peterbilt
Year:	2005
Body Make:	McNeilus
Body Size/Capacity:	30
VIN or Stock #:	1NPZL00X05D715915

Details

Additional Features

GARBAGE TRUCKS (500)

Front Loaders

Rear Loaders

Side Loaders

Recyclers

Satellite Trucks

ROLL OFF TRUCKS (85)

Cab & Chassis (24)

Container Delivery (12)

Dump Trucks (10)

Grapple Trucks (37)

Hook Lift Trucks (9)

Pumper Trucks (0)

Rental Trucks (2)

Street Sweepers (24)

Trailers (11)

Vacuum Trucks (6)

Marketing Example: www.TradeAPlane.com

Auction: 1994 Eurocopter Astar

Client: Salt Lake City, Utah

Sold for: \$871,000 on 03/10/14 with 69 bids.

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1994 Eurocopter Astar



[More media](#)

Restriction: State of Utah Property Surplus \$5000 Bid Deposit Required

Year	Make/Brand	Model	VIN/Serial	Hours
1994	Eurocopter	AS350B2	2797	7,801

994 visitors

Auction Closed

High Bidder: a*****

Sold Amount: \$871,000.00

Total Price: \$871,000.00

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1994 Eurocopter AS 350B-2 (For Sale)

Summary Info

Year: 1994
Manufacturer: Eurocopter
Model: AS 350B-2
Price: Call for Price
Location: Salt Lake City UT, USA
Condition: Used
Serial Number: 2797
Registration Number: N/A
Airframe Total Time: 7801
Engine Times: N/A
Prop Times: N/A
Flight Rules: N/A

Item Description

ONLINE AUCTION: Ends 3/10/14, 6:00 PM ET. 1994 Eurocopter Astar 350 B2, Serial # 2797 Turbomecca Arriel 2D1, with total hours at 7801.0. This aircraft has been operated by the Utah Highway Patrol in a variety of missions. Main Rotor blades with 280 total hours. See PDF files for more information about maintenance reports. If reserve is not met asset may be offered to high bidder.

Airframe

7801 total time

Prop

Main Rotor Blades 280 total hours

Remarks

ONLINE AUCTION: Ends 3/10/14, 6:00 PM ET.
1994 Eurocopter AS350B2 SN 2797
If reserve is not met asset may be offered to high bidder
<http://www.govdeals.com/index.cfm?fca=Main.Item&itemId=2659&acctid=1428>

Photos

Showing 1 of 11

Miscellaneous Information

Special Attributes

None

Fractional Ownership: N/A
Amount: N/A
Paint Year: N/A
Interior Year: N/A
Number of Seats: N/A

Hot Section Times - Engine

1: N/A
Engine 2: N/A
Engine 3: N/A
Engine 4: N/A

Marketing Example: www.1RBN.com

Auction: 2011 American LaFrance Eagle Pumper

Client: Ventura County Fire Protection District, CA

Sold for: \$31,730 on 05/07/15 with 1 bid.

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March 1, 2016, 01:58 PM ET P1

2011 American LaFrance Eagle Pumper



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction	Condition	Category	Inventory ID
2011	American LaFrance	Eagle	1AFAAJCK8BR1A0931	55,325	No	See Description	Fire Trucks	E26

Auction Closed

High Bidder: a****d
Sold Amount: \$29,655.00
Buyer's Premium (7.00%): \$2,075.85
Total Price: \$31,730.85

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8 visitors

Vehicles For Sale

Category: Pumper

ONLINE AUCTION- Ends 10/7/15. To see full details for this item please go to www.govdeals.com and enter QAL #8021-1 in the Quick Asset Lookup QAL box located on the home page.



[Click to view larger image.](#)



2011 American LaFrance Eagle Pumper Starts and Runs All equipment is operational 2008 14 litre 515 hp Detroit Diesel Engine Series 60 6L 855 CID - New Old Stock Allison 4000 Transmission 55325 Miles on Engine 931.2 Hours 500 Gallon Water Tank 30 Gallon Class A Foam 2001 Foam Pro Power Fill System CSU-1500 GPM Waterous Pump Stainless Plumbing Q2B Siren and Whelen 295 Electronic Siren Air Ride Cab EX 225 Front Disc Brakes MFS 18133A Front Axle with Ram Assist RS 23161NFNN 798 Rear Axle with Drum Rear Brakes Wabco AD IP Air Dryer with Extra Air Storage Davco 382 Fuel Separator \$15,700 of Loose Equipment Included (see attached list all items highlighted in yellow will be

Call for Price

Dealer Information:
GovDeals

Contact:
Molly Nations

Address:
5907 Carmichael
Place
Montgomery, AL36117

Email:
mnations@govdeals.com

Website:
www.govdeals.com

Phone:
800-613-0156 ext.
475

Marketing Example: www.BusesOnline.com

Auction: 2001 GMC Savana G3500

Client: Folsom Cordova Unified School District, CA

Sold for: \$8,800 on 08/13/15 with 6 bids.

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March 1, 2016, 01:48 PM ET P1

2001 GMC Savana G3500 13 Passenger Bus w/Wheelchair Lift



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Condition	Category	Inventory ID
2001	GMC	Savana	1GDHGG31F511112741	228,104	See Description	Buses, Transit and School	26

Auction Closed

High Bidder: t*****

Sold Amount: \$8,000.00

Buyer's Premium (10.00%): \$800.00

Total Price: \$8,800.00

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116 visitors



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2001 : GMC : Savana

2001 GMC Savana G3500 13 Passenger Bus w/Wheelchair Lift



ONLINE AUCTION- Ends 8/13/15. To see full details for this item please go to www.govdeals.com enter QAL #7852-5 in the Quick Asset Lookup QAL box located on the home page. 2001 GMC Savana G3500 13 Passenger Bus w/Wheelchair Lift 6.5L V8 OHV 16V TURBO DIESEL. Bus recently removed from service - was certified by CHP mid-June this year. Bus was started, placed into gear, and moved forward and backward - no other testing was done. Battery may be too weak to start engine, but engine starts by using booster battery. Equipped with Ricon wheelchair lift.

General Information

Year: 2001

Manufacturer: GMC

Type: School Buses

Model: Savana

Price: \$1,024.95

Mileage: 228,104

Location: Rancho Cordova, CA

Web Links

Seller's Name

Company: GovDeals.com

[Contact Seller](#)

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Marketing Example: www.TrashTrucksOnline.com

Auction: 2005 Autocar Rapid Rail Sideloader

Client: Folsom, California

Sold for: \$4,510 on 05/07/15 with 22 bids.

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March 1, 2016, 01:26 PM ET P1

2005 Autocar Rapid Rail Sideloader



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Condition	Category	Inventory ID
2005	AUTOCAR	2005	5VCD36BE45H201271	132,079	See Description	Garbage Trucks	896

Auction Closed

High Bidder: *****
Sold Amount: \$4,100.00
Buyer's Premium (10.00%): \$410.00
Total Price: \$4,510.00

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[Terms and Conditions](#)

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JUNE 14, 2015 LAS VEGAS NV

waste expo
LOOK HERE

TrashTrucksOnline
THE NATION'S ONLINE GARBAGE TRUCK INVENTORY



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Welcome: Stacey

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Category: Main > GARBAGE TRUCKS > Side Loaders

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2005 Autocar Rapid Rail Sideloader

\$0.00

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GARBAGE TRUCKS (481)

Front Loaders
Rear Loaders
Side Loaders
Recyclers
Satellite Trucks

ROLL OFF TRUCKS (85)

Cab & Chassis (24)
Container Delivery (11)
Dump Trucks (7)
Grapple Trucks (33)
Hook Lift Trucks (8)
Pumper Trucks (0)
Rental Trucks (2)
Street Sweepers (22)
Trailers (11)
Vacuum Trucks (6)
Other Work Trucks (13)
Balers & Compactors (19)
Carts & Tipplers (4)
Other Equipment (9)
Containers (21)
Bodies & Parts (62)
PPE (0)
Financing (5)



Description

ONLINE AUCTION- Ends 5/7/15. To see full details for this item please go to www.govdeals.com enter QAL #7038-36 in the Quick Asset Lookup QAL box located on the home page. THIS TRUCK IS LOCATED IN FOLSOM, CA. ISM Engine Allison Transmission Maintained every 6,000 miles Greased weekly Missing PLC Engine has excessive oil leak Jump starts; may need batteries

Seller:	Stacey
Company:	GovDeals
City:	
State:	Alabama
Phone:	156
Phone:	
Web Site:	www.govdeals.com

Price:	\$0.00
Truck Make:	Autocar
Year:	2005
Body Make:	Heil
Body Size/Capacity:	
VIN or Stock #:	5VCD36BE45H201271

Details

Truck Model	GARBAGE TRUCK
Body Model	SIDE LOADER
Mileage	132079
Engine	ISM
# Axles	Single

Additional Features

Marketing Example: www.RockAndDirt.com

Auction: 1973 Caterpillar 920 Rubber Tire Loader

Client: Trinity County Department of Transportation, CA

Sold for: \$11,145 on 11/23/15 with 87 bids.

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March 1, 2016, 03:18 PM ET P

973 Caterpillar 920 Rubber Tire Loader



[More media](#)

Auction Closed

High Bidder: c*****

Sold Amount: \$10,132.0

Buyer's Premium (10.00%): \$1,013.2

Total Price: \$11,145.2

[View Bid History](#)

[Terms and Conditions](#)

1,049 visitors

Year	Make/Brand	VIN/Serial	Hours	Condition	Category	Inventory ID
1973	Caterpillar	62K3270	10,000 (Accurate?: Unknown)	See Description	Equipment, Heavy	1306

ROCK & DIRT
THE EQUIPMENT MARKETPLACE

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HEAVY EQUIPMENT TRUCKS TRAILERS CRANES PARTS ATTACHMENTS DISMANTLED INDUSTRY RELATED AUCTIONS & EVENTS FIND A COMPANY

Auction Item - 1973 CATERPILLAR 920 Wheel Loader

Auction Item

GovDeals.com

800-613-0156 Ext 5

Seller Info



1000 Capitol Commerce Blvd
Suite 110
Montgomery, AL 36117
USA

[Hablamos Español](#)

Email Seller

Name: * Angela Jones
Email: * marketing@govdeals.com
Phone: * 800-613-0156
Preferred Contact: Phone * Email
Location: Montgomery AL ▾
Country: United States ▾
Message: *

8GA53F

Type the characters in the image above, and press submit.

Submit



1973 CATERPILLAR 920

General Specs

Stock #: 4738-113 S/N: 62K3270
Item Location: Weaverville, CA USA # of Views: 1

Additional Specs

Hrs: 10,000

Auction Info

Auction Dates: 11/01/2015 - 11/30/2015
Auction Location: - Online,

Day of Sale: 1

Detailed Description

ONLINE AUCTION- Ends 11/23/15. To see full details for this item please go to www.govdeals.com enter QAL #4738-113 in the Quick Asset Lookup QAL box located on the home page. 1973 Caterpillar 920 Rubber Tire Loader Vehicle starts, runs and drives Older well used piece of equipment 4 cylinder NON turbo engine Oil leaks and dents and dings consistent with age and use. Best Hour estimate is less than approx 10,000

VertTread Freight

Marketing Example: www.CarDaddy.com
Up Auction: 2011 Jaguar xk-Series XKR Convertible
Client: County of Orange, California
Sold For: \$38,720 on 12/26/15 with 27 bids.

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March 1, 2016, 11:40 AM ET P1

2011 Jaguar XK-Series XKR Convertible



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction	Condition	Category	Inventory ID
2011	Jaguar	XK-Series	SAJWA4EC9BMB40405	16,369	No	See Description	Automobiles	70014516-02

Auction Closed

High Bidder: h*****m
 Sold Amount: \$35,200.00
 Buyer's Premium (10.00%): \$3,520.00
 Total Price: \$38,720.00

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Cardaddy

3,173 visitors

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2011 Jaguar XK 2dr Conv Xkr

Online Auction for Government Surplus - #2715-421

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Online Auction for Government Surplus, QAL #2715-421 on GovDeals.com, ending 11/17/15. Located in Santa Ana, CA.

Starting Bid
\$40,000.00

[View Auction](#)

Posted: 6 mins ago

Category: Cars & Trucks
 Year: 2011
 Make: Jaguar
 Model: XK
 Trim: 2dr Conv Xkr
 Type: Convertible
 Condition: Used
 Transmission: Automatic
 Int. Color: Black
 Ext. Color: Silver
 Price: Call
 Mileage: 16,369
 Vin: SAJWA4EC9BMB40405

Seller Information

Partner: GovDeals
 Phone: (800) 613-0156
 Location: Santa Ana, California 92705

View Partner Listing: www.govdeals.com

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GovDeals.com
 Online Government Surplus Auctions

•Surplus Cars, SUVs, Light And Heavy Duty Trucks



Marketing Example: www.Pomonaswapmeet.com

Auction: 1967 Dodge Charger

Client: Santa Ana, CA

Sold for: \$18,645 on 07/12/15 with 41 bids.

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March 1, 2016, 03:35 PM ET P

967 Dodge Charger



[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Condition	Category	Inventory ID
1967	Dodge	Charger R/T	XP29L72154416	73,263	See Description	Automobiles (Classic/Custom)	70013232-07

Auction Closed

High Bidder: m****

Sold Amount: \$16,950.0

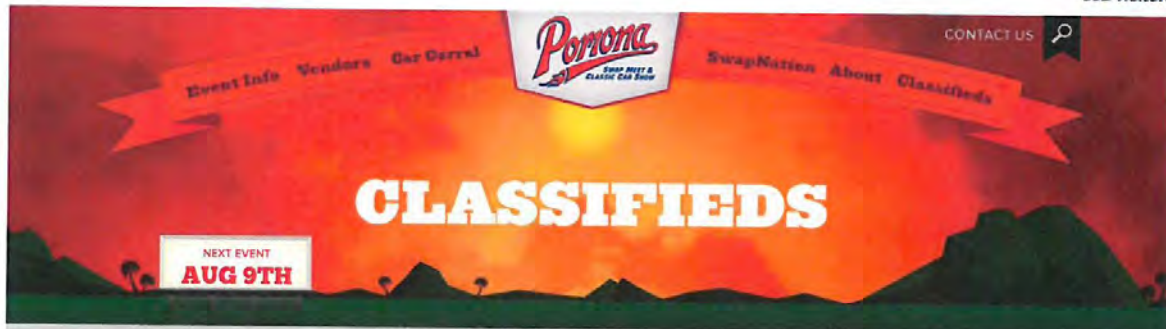
Buyer's Premium (10.00%): \$1,695.0

Total Price: \$18,645.0

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Ad Number: 7868



1967 Dodge Charger Call

Posted on 6/30/15 by GovDeals
(800) 613-0156
Santa Ana, California

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1967 Dodge Charger 440 CID R/T, we highly recommend to inspect the vehicle in person, we don't have any history of modifications or maintenance on this vehicle. Starts, has a new battery, all windows are manual, automatic transmission. White exterior with gold and black stripes interior. This vehicle will come with extra parts found and removed from the trunk.

ONLINE AUCTION for GOVERNMENT SURPLUS - Item #2715-381, ending 7/12/2015. These auctions are open to the public, but you must be a registered bidder. The registration, membership, and bidding process are free. Bidders are encouraged to inspect the property prior to placing a bid. All items are sold As-Is/Where-Is.

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Advertising Venue: TrashTrucksOnline.com

Government: Kiryas Joel Public Safety, Monroe, NY

Auction: 2001 Mack MRU600

Auction Date: 12/28/15

Sold Amount: \$95,300

of Bids: 11

of Page Visitors: 730

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February 17, 2016, 05:32 PM ET PST

Auction Closed

High Bidder	d***y
Sold Amount	\$95,300.00
Bid's Premium (0.0%)	\$4,765.00
Total Price	\$100,065.00

[View Bid History](#)
[Terms and Conditions](#)

2010 Mack MRU600 Dump

[More media](#)

Year	Make/Brand	Model	VIN/Serial	Miles	Title Restriction	Condition	Category	Inventory ID
2010	Mack	MRU600	1M2AV02CXAM00670	35272	No	See Description	Garbage Trucks	TB00K-442

2010 Mack MRU600 LCF 10 B/L DIESEL
Vehicle starts and runs
Engine runs
Maintained every 90 days. Removal from service June 1, 2015. Maintenance records are available.
Automatic transmission
No cracked glass. Dents, scratches and dings.
Tire condition is good.
Has emission control problem.
AM/FM/CD
AC (How cold) Cruise control Power steering and windows.

Seller added the following information on 12/28/2015 10:14 AM:
Vehicle does not have power windows. not as stated on file attached pdf.
Additional info: 442.pdf

>> Seller Information

Seller Name: Koryas Just Public Safety, Inc.
Asset Contact: Dan Schuchler (Phone: 845-793-8300 ext. 53)
Asset Location: 41 Sparhawk Rd.
Monroe, New York 10950-8238
[Map to this location](#)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. (Buyer may inspect the property at his/her discretion.)

\$ Payment

We Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and all PAYMENT MUST BE MADE ONLINE. To make online payment, Log into your GovDeals account and select "My Bids". Please! Payment in full is due not later than five (5) business days from the time and date of the Buyers Certificate. Payment must be made via CREDIT CARD or MONEY ORDER. Where taxes are applicable (see the Buyer's Certificate), Tax Exempt documentation is required.

@ Removal

All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. The Buyer will incur a \$50 fee per day after 10 business days. Monday through Friday, excluding legal holidays.

For additional information please contact Tammie at (845) 222-3767 or ttruck@gmail.com to schedule removal. A daily storage fee of \$100 applies.

@ Media

! Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to the sales terms and conditions your account with GovDeals will be suspended. All property is offered for sale "AS IS" WHERE IS. Koryas Just Public Safety, Inc. (Seller) makes no warranty, expressed or implied, regarding the condition, quality, quantity, or value of the property. The property is sold "AS IS" without any representation or warranty. The buyer acknowledges that the property is sold "AS IS" and agrees to accept the property in its current condition. Any claims for property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

? Questions and Answers

Q: Did you have all the warranty work upgrades done on the truck? 2009-10 very bad year for mack motors mark was doing the work.
A: yes (12/15/15 3:32 AM)

Q: What is the capacity of the body?
A: 32 Yards (12/10/15 10:28 AM)

TrashTrucksOnline

The Nation's Garbage Truck Inventory

Welcome, Stacey | My Account | Logout | [Log In](#) | [177](#)

Category: Home | GARAGE TRUCKS | Real Loaders

2010 Mack MRU600 Dump - \$0.00

Seller Info

govdeals Member since Jun 2009
Stacey GovDeals
(800) 613-0156
VISIT SELLER'S WEBSITE
VISIT SELLER'S STOREFRONT
SELLER'S OTHER ADS
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Categories

- GARAGE TRUCKS (151)
 - Front Loaders
 - Rear Loaders
 - Side Loaders
 - Recyclers
 - Satellite Trucks
 - Rental Trucks
- ROLL OFF TRUCKS (194)
 - Cab & Chassis (31)
 - Container Delivery (15)
 - Dump Trucks (6)
 - Grapple Trucks (22)
 - Hook Lift Trucks (9)
 - Pumper Trucks (7)
 - Road Sweeps (2)
 - Street Sweepers (12)
 - Trailers (10)
 - Vacuum Trucks (3)
 - Other Work Trucks (5)
 - Refers & Compactors (22)
 - Carts & Tipper (4)
 - Other Equipment (6)
 - Containers (19)
 - Bodies & Parts (68)
 - PPE (9)
 - Financing (4)
 - Misc. Services (3)

Basic Information

Price:	\$0.00
Truck Make:	Mack
Year:	2010
Body Make:	Niw Way
VIN or Stock#:	1M2AV02CXAM00670

Details

Truck Model:	MRU600
Body Model:	REAR PACKER BODY
Mileage:	35272
Transmission:	AUTOMATIC
# Axles:	Single

Comments

ONLINE AUCTION Ends 12/28/15 To see full details for this item please go to www.govdeals.com item QAL #888121 in the Quick Asset Lookup QAL box located on the home page. THIS TRUCK IS LOCATED IN MONROE NY. 2010 MACK MRU600 LCF 10 B/L DIESEL
Vehicle starts and runs
Engine runs
Maintained every 90 days Removal from service June 1, 2015 Maintenance records are available
Automatic transmission
No cracked glass Dents scratches and dings
Tire condition is good
Has emission control problem
AM/FM/CD
AC (How cold) Cruise control Power steering and windows

Marketing Example: Computers & Parts

Advertising Venue: ClassifiedAds.com

Government: Washington Suburban Sanitary Commission, MD

Auction Date: 11/13/15

Auction: Dell Optiplex CPUs

Sold Amount: \$10,577

of Bids: 45

of Page Visitors: 637

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A LIQUIDITY SERVICES MARKETPLACE

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Dell Optiplex CPU'S



Quantity	Condition	Category	Inventory ID
1 Lot	See Description	Computers, Parts and Supplies	500000048U

The lot consists of 593 (14 Skids) Dell Optiplex CPUs and may contain defects. The lot is sold "AS IS, WHERE IS" and may contain defects. THE ITEM HAS BEEN REPAIRED.

PLEASE REVIEW THE SELLER'S INFORMATION

Seller Information

Seller Name: Washington Suburban Sanitary Commission
Asset Location: 14501 Sweetzer Lane, Laurel, Maryland
Map to this location

Inspection

Conditions of all items are "As is, where is".

Payment

Wire Transfer is the only payment method for this item as it is located in the United States. Canada and Mexico account information. The Wire Transfer must be made within 5 business days from the time and date of the auction. MONEY ORDERS WILL BE ACCEPTED.

Removal

Properly may be removed by approved work necessary, including packing and shipping. A daily storage fee of \$10.00 per item will be assessed. Buyers Certificate at time of removal. Notify Seller if using a Third-Party.

Special Instructions

If you are the winning bidder, please follow the instructions. Payment, Payment in full is due. Acceptable forms of payment are: Cash, Money Order, Wire Transfer, and PayPal. PayPal purchases are limited to \$1,000.00 per transaction. Inspection or Removal: Please inspect only upon receipt of the item. A daily storage fee of \$10.00 per item will be assessed.

Questions and Answers

There are currently no questions and answers.

ClassifiedAds.com

Items for Sale: Computers & Electronics

in Montgomery

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Dell Optiplex CPU's



Overview

Contact: GovDeals
City: Laurel
Price: \$2211

Phone: 800-613-0156
Zip: 20707
Posted in: Montgomery Computers & Electronics

[Respond to this Ad](#)

Description

ONLINE AUCTION- Ends 11/13/15 To see full details for this item please go to www.govdeals.com and enter QAL #2854-27 in the Quick Asset Lookup QAL box located on the home page. The lot consists of 593 (14 Skids) Dell Optiplex Desktop Computers. CPUs range from 745,755,760 and 780 These CPUs have no hard drives. Working conditions are unknown. Bid at your own risk. The asset is offered for sale "AS IS, WHERE IS" and may contain defects. The Washington Suburban Sanitary Commission makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. *PRICE REFLECTS CURRENT HIGH BID AND IS SUBJECT TO CHANGE AT ANY TIME DURING THE ONGOING AUCTION. *

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Auction Closed

High Bidder: m***2
Sold Amount: \$10,577.00
Buyer's Premium (5.00%): \$528.85
Total Price: \$11,105.85

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637 visitors

July 17, 2016, 03:14 PM ET

GovDeals.com NJPA RFP #041316 // Surplus Auction Services with Related Solutions // April 14, 2016

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Marketing Example: Passenger Vehicle

Advertising Venue: CarDaddy.com

Government: East Farmingdale Fire Dept., NY

Auction: 2011 Ford Expedition

Auction Date: 3/6/15

Sold Amount: \$20,000

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LIQUIDITY SERVICES MARKETPLACE

2011 Ford Expedition EL Limited 4WD

Year: 2011 Make: Ford Model: Expedition VIN: 1FMCU0D5D5A00100 Mileage: 88,177 Title: Clean Condition: Excellent Category: SUV

2011 Ford Expedition EL Limited 4WD SPORT UTILITY 4-DR, 5.4L V8 SOHC 16V FFV. Vehicle starts and runs.

Gas engines - no repairs needed. Vehicle was maintained every 5000 miles. Records are available.

Removed from service 11-1-2014.

Automatic 4 speed transmission. 4WD in excellent condition.

Royal Red exterior, no cracked glass.

Minor scratches and minor rust on rear gate. One small hole in roof where glass. Has been removed and no depressure system.

Emergency equipment has been installed.

The vehicle is in great condition with the exception of the rust on the back gate (you can see it when the emergency lighting entered again. This is in a photo). This is covered to protect it. It has dual air (front/rear), cruise control, air conditioning, roof rack, stereo, back-up camera, vehicle used as a fire chief's car and removed from service 11/1/14. Has been driven occasionally since.

It also has 2nd row power bucket seats, 3rd row power sliding seats, all weather mats, stereo-electronically and are available.

Vehicle has been maintained every 5000 miles using synthetic oil. Many of the miles are highway.

It carries with the compass for that was made for the vehicle. The compass box is not mounted.

See attached document for more details.

Additional info: contact pdf.pdf [sales/2011/02/01/2011](#)

Seller Information

Seller Name: East Farmingdale Fire Department, NY
Asset Contact: [James Scott](#) (Phone: 516-427-2110)
Asset Location: 118 Conklin St.
Farmingdale, New York 11735-2411
(Click to Enlarge)

Q Inspection

Most items offered for sale are used and may contain defects not immediately detectable. Buyer's responsibility.

Payment

Wire transfer is the only payment option for this sale. The Wire Transfer Transaction Summary or PAYMENT MUST BE MADE ONLINE - To make online payment, log into your GovDeals account.

Payment is full in full or later than full (if) business days from the time and date of the Buyer's SALE EXEMPTION. Where terms are applicable (see the Buyer's Conditions). Tax Exempt.

Removal

Property may be removed by appointment only and appointments must be made at least 24 hours in advance.

The Buyer will make all arrangements and perform all work necessary, including loading, unloading, and the Buyer's Certificate.

Media

12 Photos

Special Instructions

NOTICE: If you are the winning bidder and default by failing to follow the rules below (same and to the best of our knowledge) AS IS, WHERE IS, East Farmingdale Fire Dept. notice that upon removal of the property, all sales are final.

Designation: Voluntary Seller warrants to the Buyer that the property offered for sale will conform to the Buyer's Certificate. The liability of the seller shall not exceed the actual purchase price.

Questions and Answers

Q: Does this unit have heated seats? And is there a lot of rust on undercarriage? I miss it rust on it. A: Yes to heated seats. No rust on undercarriage. There has been no water entering through the floor.

Q: Did you buy this unit? I can see it. But what happened to it? Any other papers you can see? A: It was bought new from a Ford dealer. Do you have a date that that vehicle was purchased in?

Q: Ask to see it. I will let you know how to get it. I will let you know how to get it. (1/11/15 5:54 PM)

A: I can answer that. (1/11/15 5:54 PM)

Q: What is your income, and why are you selling this unit? Thanks. (2/11/15 3:14 PM)

A: As to the income, the vehicle was used as a fire chief's vehicle and many of the miles are highway. (2/11/15 3:14 PM)

Q: When was the unit last inspected? How many miles on the unit? (2/11/15 3:14 PM)

A: Last inspected December 2014. I have had less than 100 miles. I have had 88,177 miles. (2/11/15 3:14 PM)

Q: Any other questions? (2/11/15 3:14 PM)

A: I can answer that. (2/11/15 3:14 PM)

Cardaddy

Other

(/sell-car/11176) (/sell/uploadphotos/11176) (/vehicles/vehicle/removalisting?ac=2011-ford-expedition-el-limited-farmingdale-new-york-11176)

flag spam (/vehicles/vehicle.flag/11176?ac=2011-ford-expedition-el-limited-farmingdale-new-york-11176)

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2011 Ford Expedition EL limited

GovDeals - Online Auction Ending 2/12/2015

Prev 1 of 11 Next



Posted: 1 mins ago

Category: Cars & Trucks
Year: 2011
Make: Ford
Model: Expedition EL
Trim: limited
Type: SUV
Condition: Used
Transmission: Automatic
Int. Color: Black
Ext. Color: Red
Price: Call
Mileage: 89,177
Vin: 1FMJK2A55BEF04520

Seller Information

Phone: View Phone Number
(/vehicles/vehicle/phoneLink?ac=2011-ford-expedition-el-limited-farmingdale-new-york-11176)
Location: Farmingdale, New York 11735

Ask Seller a Question (/vehicles/vehicle/contactSeller)

(/vehicles/vehicle/editdescription?ac=2011-ford-expedition-el-limited-farmingdale-new-york-11176)

Description

2011 Ford Expedition EL Limited 4WD SPORT UTILITY 4-DR, 5.4L V8 SOHC 16V FFV. Vehicle starts and runs. Gas engines - no repairs needed. Vehicle was maintained every 5000 miles. Records are available. Removed from service 11-1-2014. Automatic 4 speed transmission. 4WD in excellent condition. Royal Red exterior, no cracked glass. Minor scratches and minor rust on rear gate. One small hole in roof where

Marketing Example: Heavy Equipment

Advertising Venue: RockAndDirt.com

Government:	Colonie Village, NY	Auction:	1998 Hyundai Loader
Auction Date:	12/14/15	Sold Amount:	\$20,875
# of Bids:	80	# of Page Visitors:	1,078

GovDeals
Auction Services Marketplace

1998 Hyundai HL 740-3 Loader

Year: 1998 Make/Brand: Hyundai Model: HL 740-3 Condition: See Description Category: Equipment - Heavy

1998 Hyundai HL 740-3 Loader
VIN: HL740-3 0215 Serial # L701EG10215
Equipment status and is operable
5.9L 24V 4880 CC Diesel Engine 6 Cylinder 135 hp
4 wheels 2 axles
Cummins engine is operable
4955 hours Was maintained every 300 hours Maintenance records are available
Injection pump was replaced 5-15-2013 at 4522 hours
Front wet brake seals and 4 new tires installed 2-3-2014 Batteries replaced 3-17-2014 at 4919 hours
Has cracked glass and rear tail light has damage
Seat and floor is worn
Has AC - operating condition unknown

Seller Information
Seller Name: Colonie Village, NY
Asset Contact: Les Decker (Phone: 518 658-4372)
Asset Location: 2 Thunder Rd
Albany, New York 12205-2402
Map to this location

Q Inspection
Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property upon request.

Payment
Wire Transfer is the only payment option for this item. The Wire Transfer Transaction Summary page will provide payment and auction details. Payment MUST BE MADE ONLINE - To make online payment, Log into your GovDeals account and select "My Bids". Payment in full is due not later than five (5) business days from the time and date of the Buyer's Certificate. Payment must be made by the Buyer's Certificate.

Removal
Removal is by Appointment Only and all items must be removed within ten (10) business days from the time and date of removal. Purchasers will be released only upon receipt of payment as specified. Successful bidders are responsible for all loading and removal within the 10 business days allowed and stated on the Buyer's Certificate. Vehicle Titles will be issued at the time of removal.

Media

Special Instructions
NOTICE: If you are the winning bidder and default by failing to adhere to this seller's terms and conditions your account with GovDeals will be suspended. All property is offered for sale "AS IS" WHERE IS "Colonie Village, NY (Seller) makes no warranty, guarantee or representation of the property, all sales are final.
Description: View more. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for property and refund any money paid. The liability of the seller shall not exceed the actual purchase price of the property.

Questions and Answers
Q: Can I get a height from ground to the top of machine (12/8/15 @ 2:14 PM)
A: Sorry for the delay but height from ground to top of machine is 10' 11". Hope that information helps. Thanks for asking (12/14/15)

Help Deal Contact us

AssetDeals Government Liquidation Liquidator

ROCK & DIRT
THE EQUIPMENT MARKETPLACE

February 17, 2016 05:02 PM ET P1A

Auction Closed
High Bidder: *
Sold Amount: \$20,875.00
Buyer's Premium (5.00%): \$1,043.75
Total Price: \$21,918.75
View Bid History
Items and Comments
1,078 visitors

Auction Item - 1998 HYUNDAI HL 740-3 Wheel Loader

Auction Item
GovDeals.com
800-613-0156 Ext 5

Seller Info
1000 Capitol Commerce Blvd
Suite 110
Montgomery, AL 36117
USA
Map to this location

Email Seller
Name: * Angela Jones
Email: * marketing@govdeals.com
Phone: * 800-613-0156
Preferred Contact: Phone * Email
Location: * AL
Country: * United States
Message: *

adC9cf
Type the characters in the image above, and press submit.

1998 HYUNDAI HL 740-3

General Specs
Stock #: 2419-32
Item Location: Albany, NY USA
S/N: L701EG10215
of Views: 1

Additional Specs
Hrs: 4,955

Auction Info
Auction Dates: 12/01/2015 - 12/31/2015
Auction Location: Online
Day of Sale: 1

Detailed Description
ONLINE AUCTION: Ends 12/14/15. To see full details for this item please go to www.govdeals.com enter QAL #2419-32 in the Quick Asset Lookup QAL box located on the home page. 1998 Hyundai HL 740-3 Loader VIN Cab - HL740-3 0215 Serial # L701EG10215 Equipment status and is operable. 5.9L 24V 4880 CC Diesel Engine 6 Cylinder 135 hp - 4 wheels, 2 axles. Cummins engine is operable. 4955 hours. Was maintained every 300 hours. Maintenance records are available. Injection pump was replaced 5-15-2013 at 4522 hours. Front wet brake seals and 4 new tires installed 2-3-2014. Batteries replaced 3-17-2014 at 4919 hours. Has cracked glass and rear tail light has damage. Seat and floor is worn. Has AC - operating condition unknown.

MOBILE OFFICE TRAILERS
Temporary Work Space Where you Need it. Rent. Lease. Buy. Free Quote.

Construction Equipment
Categories: Trucks, Trailers, Cranes, Parts & Attachments, Other Searches, Dealer Searches
Manufacturers: Year: State Year: State Year: State Year: State
Auction Results

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Bidding Made Simple and Reliable

Since launching the GovDeals online auction service 16 years ago, our bidder database has grown to more than 510,000 people throughout the United States as well as foreign countries. We have incorporated an array of bidder-friendly features that keep our buyers returning to GovDeals.

- **Email Notifications:** GovDeals' bidders may elect to receive email notifications when they have been outbid, as well as when an asset is posted matching the bidder's selected "favorites". All winning bidders will receive automatic email notification of auction award (Buyer's Certificate).
- **Favorites:** GovDeals' "favorites" feature allows bidders to be notified by email when new items from any selected category or search criteria are sent to auction. Examples of favorites could include heavy equipment auctioned in Pennsylvania; firearms within 150 miles of Chicago, IL; or all assets auctioned by a specific Member.
- **Identity Protection:** GovDeals provides security systems, antivirus, and firewalls to prevent hacking of auction information from the servers, and to prevent any bidder from learning the identity of another bidder. Also, GovDeals is PCI-compliant and does not store buyers' payment information.

Minimizing Bidder Default

After the allotted payment deadline has passed (typically 5 business days from close of auction), if payment has not been made, the winning bidder will be deemed in default. This user's GovDeals account may be locked so that he or she will not be able to partake in future auctions.

Bidder default prevention has always been a priority at GovDeals, and we use real-time metrics to closely monitor default rates. Given the remarkably dynamic prevalence of credit card fraud and general climate of fraudulent behavior on the Internet and in culture, GovDeals continues to innovate and maintain the industry standard regarding a low percentage of defaults. GovDeals' bidder default rate is consistently between 4% and 5%, a figure we have reason to believe to be the lowest in the industry. Our low number of defaults is accomplished through a combination of our Bidder Verification process and enforcement of our stringent default policy, described below.

Terms and Conditions for Default: Before a bidder can place his or her initial bid on an asset being auctioned by the Member, the bidder will be required to agree to your Terms and Conditions, which will explain payment and pickup terms, as well as the penalty for not paying and picking up on time. GovDeals suggests that, if a bidder does not pay on time, the Member should immediately offer the asset to the second-highest bidder, or repost the asset for auction. Both of these options are built-in functions of the GovDeals platform and can be accomplished in a single click. As soon as a bidder defaults for not paying on time, the Member will have the capability to lock the bidder from participating in any future auctions, not only from the Member's account but all GovDeals auctions. Defaulting bidders are responsible for 40% of their winning bid, and when this fee is recovered, GovDeals splits the funds evenly with the client to cover administrative costs.

Bidder Verification: GovDeals' dedicated 7-member Bidder Services Department verifies every user who registers to our website, ensuring that the registration information matches a real person to a valid phone number and address. The GovDeals proprietary bidder registration process identifies bidders who have defaulted on previous auctions and locked from our system, preventing them from re-registering to become a bidder. This effectively prevents them from submitting bids on any subsequent GovDeals auctions. This verification function is key to maintaining our low default rate.

Bidder Probation: GovDeals' bidder probation program was implemented in 2013 to limit new buyers during their first 90 days. During the first 30 days of probation, a bidder may only have three transactions open at any one time. As soon as a transaction is completed, another transaction may be opened. Our bidder probation program has been a great success and reduced the number of defaulting buyers by 20% in the first 12 months of the program. If needed, there is a process to allow highly qualified bidders to bypass some or all of the probation process, such as by submitting an appropriate bid deposit. If desired, the Member can request that the bidder probation program not be enforced for its auctions.

Interactive, Real-Time Reporting Features

The Member will have 24/7 access to an array of real-time reporting features, as well as the ability to view a detailed bid history of all of its auctions at any time during the auction or after its close. GovDeals' interactive, electronic reports are accurate and detailed, giving the Member the ability to track all assets from the time they are loaded into the GovDeals system until they are sold and proceeds are collected.

Each GovDeals report can be viewed online, printed, sorted by date or other field, and exported to Microsoft Excel. Many reports can be customized for unique needs the Member may have. Whether the Member is later under contract with GovDeals or not, the Member will continue to have perpetual access to all of its GovDeals reports.

Sold Assets Report: [Available data fields shown at right; example report below] Our clients' most-utilized tool, the Sold Assets Report provides a summary of all assets sold during the selected date range.

The Sold Assets Report displays the winning bidder's name, asset number, inventory ID number, description, category, starting price, final sales price, number of bids received, and auction end time and date. Also, this report displays the total sales amount for the period selected. This is an ad hoc report, and other data fields can be added to the report at will if the Member requires additional analysis.

Sold Asset Report

Select any of the items to display the data or check all items.

Asset

☒ Asset ID

☐ Asset POC

☒ Category

☐ Department

☒ Description

☒ Inventory ID

☐ Location Name

☐ Dept. #

☒ Tier

☐ Secondary Inventory ID

☐ Location Address

☒ Status

☐ VIN/Serial #

☐ Year

☐ Make / Brand

☐ Model

☐ Miles/Hours

Auction

☐ Starting Bid

☐ Reserve

☐ Bid Increment

☐ # of Visitors

☒ # of Bids

☐ Start Date

☒ End Date

☐ # of Hits

Buyer

☒ Full Name

☐ Agency/Company

☐ City

☐ State

☐ Extended Info

Monetary

☐ Additional Fees

☒ Sold Amount

☐ Tax

☐ GovDeals Fee

☐ Picked Up Date

☐ Net Results

☐ Tax %

☐ Paid Date

☐ Credit Reason

☐ Check Date

☐ Bill of Sale Other \$

☐ Credit Date

☐ Check #

☐ BP Amount

☐ BP Tax

Start Date: 06/01/2014 End Date: 05/31/2015
or ☐ Check here to get all assets from the beginning.
or Search by Payment #:
☐ Hide credits taken outside of date range
☐ Hide all credits
☐ Export to Excel

Sample Sold Assets Report

York County, SC									
Date range: 01/01/2015 - 10/31/2015									
ID #	Inventory ID	Description	Category	Buyer	Starting Bid	Sold Amount	Bids	Auction Ended	Status
36	221	2007 Ford Crown Victoria Police Interceptor	Automobiles	Robert Burke	\$100.00	\$1,725.00	29	1/9/15 2:30 PM	PU
37	261	2006 Ford Crown Victoria Police Interceptor	Automobiles	Rachid Aitsiahmed	\$100.00	\$1,750.00	36	1/9/15 2:45 PM	PU
38	278	2007 Ford Crown Victoria Police Interceptor	Automobiles	Tony Davenport	\$100.00	\$1,375.00	15	1/9/15 3:00 PM	PU
39	Saws	Husqvarna Chainsaws	Agriculture Equ	Calvin Birdsall	\$50.00	\$671.00	18	1/9/15 3:15 PM	PU
40	206	2008 Ford Crown Victoria Police Interceptor	Automobiles	Robert Burke	\$100.00	\$1,629.01	21	1/29/15 2:30 PM	PU
41	226	2006 Ford Crown Victoria Police Interceptor	Automobiles	sheldon mcneil	\$100.00	\$1,200.00	15	1/29/15 2:40 PM	PU
42	250	2005 Ford Crown Victoria Police Interceptor	Automobiles	richard aga	\$100.00	\$1,275.00	12	1/29/15 2:50 PM	PU
43	203	2007 Ford Crown Victoria Police Interceptor	Automobiles	richard aga	\$100.00	\$2,125.00	34	1/29/15 3:00 PM	PU
44	759	2003 Ford Crown Victoria Police Interceptor	Automobiles	Charles Williams	\$100.00	\$1,430.00	22	1/29/15 3:10 PM	PU
45	186	2006 Chevrolet C8C064	Garbage Trucks	Henry Meinhardt	\$100.00	\$28,025.00	24	1/29/15 3:20 PM	PU
46	224	2006 Ford Crown Victoria Police Interceptor	Automobiles	Peyton Greene	\$100.00	\$2,101.00	22	3/9/15 2:30 PM	PU
47	258	2007 Ford Crown Victoria Police Interceptor	Automobiles	Peyton Greene	\$100.00	\$1,928.00	31	3/9/15 2:40 PM	PU
48	259	2006 Ford Crown Victoria Police Interceptor	Automobiles	Peyton Greene	\$100.00	\$2,000.00	23	3/9/15 2:50 PM	PU
49	284	2006 Ford Crown Victoria Police Interceptor	Automobiles	Peyton Greene	\$100.00	\$2,001.00	24	3/9/15 3:00 PM	PU
50	294	2006 Ford Crown Victoria Police Interceptor	Automobiles	jaime sibert	\$100.00	\$2,126.00	25	3/9/15 3:10 PM	PU
51	302	2008 Ford Crown Victoria Police Interceptor	Automobiles	Larry Gordon	\$100.00	\$2,516.00	46	3/9/15 3:20 PM	PU
52	VA	1998 Ford Club Wagon XL Super	Vans	Mark Swann	\$100.00	\$1,625.00	33	3/9/15 3:30 PM	PU

Bill of Sale: [Example shown below] The Bill of Sale will be automatically populated with the Member's seller information (including logo/seal if desired); the winning bidder's name; all of the information regarding the asset sold, such as VIN/serial numbers, make/model, etc., of the item being sold; the sale price; and the date sold.

The Bill of Sale can be emailed to the winning bidder or printed and given to the bidder when he/she arrives to pick up the item won. The Bill of Sale contains a disclaimer: "Asset is sold as is, where is, and without warranty. Once an asset is removed from the seller's premises, there is no refund of monies previously paid."

All of GovDeals' clients are encouraged to obtain a signed Bill of Sale for every item picked up in order to retain a document the buyer has signed agreeing that no money will be refunded.

Sample Bill of Sale

York County, SC 6 S Congress St York, SC 29745-1835	
Bill of Sale Date: 03/26/2015 Asset ID: 53	Bill of Sale Number: 3262015 Inventory ID: 210
Description of Property 2007 Ford Crown Victoria Police Interceptor	Award Amount 2401.00
Asset Information	
 Year: 2007 Meter: 168827 Miles (Accurate?: Yes)	Make/Brand: Ford Model: Crown Victoria VIN/Serial: 2FAHP71W37X140099 Title Restriction: N
Sale Information	
Actual Sold Amount: \$2,401.00 Other Amount: \$0.00 Buyer's Premium: \$300.12 Tax Amount: \$0.00 Total Amount: \$2,701.12	Paid On: 03/30/2015 by Credit Card Other Amount Description: Tax Rate: 0% * Taxable Items
Raman Kumar 2760 Montpelier Ave Macon, GA 31204 USA raman1973@att.net 4787472165	Asset is sold as is, where is, and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid. Buyer/Agent Signature: _____ Print Name: _____ Date: _____

Buyer's and Seller's Certificates: Within a few minutes of a successful auction's close, Seller's and Buyer's Certificates will be issued to the Member and the winning bidder via email. This is the notice of award to each, and the certificates will include the specific payment method(s) accepted and amount due, as well as removal and additional instructions to the buyer. The certificates also include the contact information for both the buyer and the seller, the final selling price of the asset, the total amount owed by the buyer, and the specific location of the asset.

Status Report: The Status Report provides the ability to quickly display the status of all items that have been loaded into the Member's account but have not yet been auctioned, and it can also produce a report of all items that have been sold, those that are on hold, and those that did not meet reserve, etc. The items on this report include all information about the asset, as well as photos.

Implementation and Training

A major part of the undertaking of an online auction service is training and support of the Member's staff members. The Member's personnel will be thoroughly trained in the use of the GovDeals system, with training provided on-site for as many employees as desired. GovDeals has the capability and resources to provide training and customer service remotely by webinar, but we always prefer on-site training and service when possible. A vast majority of GovDeals' clients received initial training on-site, as well as on-site service as needed.

GovDeals' CSR team will be available for training any and all NJPA Members at the Members' convenience. NJPA Members presently utilizing GovDeals' services may require little to no time investment for training due to their staff members' ongoing experience with managing their auctions via the GovDeals platform. These users' prior experience with GovDeals will make an excellent foundation on which to build up the Member's net sales results, efficiency, and transparency. It is likely that the Member's training session(s) will be shorter than similar training provided to inexperienced teams, and with approval, your CSR will spend part of the training session(s) sharing best practices guidelines that have proven highly successful for similar Clients and/or similar assets.

During initial training and anytime upon request, the Member's GovDeals CSR will dedicate as much time as needed teaching the agency's users how to utilize system features, implement best practices strategies, and solve the most common user questions. Training can be held in large or small groups, or one-on-one if needed, in order to ensure each user learns about all functionality that relates to their job duties.

Initial user training typically lasts 60 to 90 minutes and includes an overview of the GovDeals system from a seller's and buyer's perspective. Training will be held within the Member's live GovDeals account to provide its team with hands-on experience interacting with the system. The Member's users will be shown how to access real-time, interactive reporting tools, how to load and manage auction listings, and how to harness GovDeals' industry knowledge and marketing effects to obtain the highest possible return on each of the Member's surplus auctions.

During training, the GovDeals CSR will show Member employees the GovDeals auction website and explain in detail how bidding takes place and how our asset search engines work. Once a thorough review is completed, the CSR will then take the trainees into the Member's account, reviewing each screen and each step involved in posting an asset to auction and running standard and ad hoc reports.

The Member will be given thorough and up-to-date documentation and support materials, including a training video that focuses on loading assets into the GovDeals system. Our full written documentation that will be provided to the Member includes a 46-page user training guide, an extensive online help feature, numerous quick-reference materials, best practices recommendations,

Screenshot from GovDeals Training Video



and a web-based guide library for immediate access to the latest editions of all of our documentation.

The Member will be asked to designate a primary Point of Contact to serve as Administrator of the Member's GovDeals account. In addition to thorough system training detailed herein, the CSR will train account admins on the permissions and restrictions of each level of user access and will discuss ways to best utilize these 5 security levels to fit into the Member's existing or desired processes. Security levels include the ability to require approval from a supervisor before auctions may go live, as well as a "view only" setting that is useful for accounting purposes.

The Member may have as many user accounts as desired to operate GovDeals' self-service online auction platform, and training will be provided for all users at no additional cost.

Routine tasks involved in the operation of the GovDeals platform include:

- Taking digital photographs of assets to be auctioned*
- Gathering descriptive information about the surplus assets*
- Answering questions from prospective bidders via GovDeals' Q&A system*
- Meeting buyers for asset removal and obtaining the buyer's signature on each system-generated Bill of Sale*
- Marking assets as picked up to trigger payment remittance (if FSS elected)*

Many of GovDeals' clients, particularly those with considerable auction volume, designate multiple employees to handle these duties. At a minimum, the Member's POC/Admin must take part in the implementation process to ensure efficient account setup and understanding of system operation. We encourage all staff members involved in the surplus process to take part in the initial training session in order to gain a full understanding of the online auction process.

Additionally, the Member may desire accounting personnel to have system access in order to oversee payment collection and reconciliation. These staff members would benefit from attending training to gain insight about available system reports, ad hoc reporting, and financial reconciliation.

Management & Staffing Philosophy

GovDeals remains committed to hiring, developing, and keeping a remarkably dynamic team both at our headquarters and spread across the United States and Canada. GovDeals' management team believes in developing skills throughout our organization and not to be reliant on managers alone to resolve troublesome issues. Therefore, your CSR and other representatives are armed with the knowledge and the authority to make most decisions, preventing a delay in service as management is consulted. However, our senior managers are available to the Member at any time by phone and email, and we will provide on-site meetings for problem solving and strategy development.

While a team of specific GovDeals staff members will be dedicated to each Member's account, an important factor that sets GovDeals apart is our deep and experienced team working to fulfill our commitment to service in all functional areas, including marketing, accounting, bidder support, IT, etc. It is our belief that no other company can offer this vital capability.

GovDeals has 75 direct, full-time staff members including a 10-person IT Department to serve NJPA Members across the United States. More than 30 GovDeals employees are stationed remotely throughout the U.S. and Canada to provide hands-on service to Members in their local areas.

- ① GovDeals' current organizational chart can be found on [Page 4](#) to demonstrate our depth of staffing throughout North America and at GovDeals' administrative offices.
- ① Professional summaries and contact information for key members of our management team are provided on [Page 61](#).

Scaled Growth

GovDeals' consistent growth – in number of government agency clients, number of employees, number of auctions completed, and total sales volume – is evidence of the company's financial stability, strong business plan, dedicated and knowledgeable staff, superior performance, and potential for future expansion. GovDeals' publicly traded parent company, Liquidity Services, Inc., is a remarkably transparent, financially stable and debt-free corporation.

We continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees that believe in what we do. GovDeals, if awarded, is ready to begin immediately to help Members make a very easy transition to a program that will generate more revenue by leveraging GovDeals proven best practices and support. Further, the GovDeals business development and client services teams will work with existing cooperative users to share the GovDeals value proposition and quickly on board current users as well as many we are currently working with.

GovDeals' commitment to NJPA is not about how we would grow our staff and infrastructure if awarded; rather, it is about GovDeals being ready to go immediately. We have worked tirelessly and strategically for years to position our business as a great partner and humble provider. We truly like what we do and we believe it shows through our work ethic and commitment.

GovDeals is committed to maintaining a client-staff ratio that ensures our Clients receive comprehensive training and ongoing, interactive support. GovDeals has readily available financial assets and the financial backing of a strong, debt-free parent company, which enables us to hire additional staffing when and where needed in order to continuously maintain the optimum client-staff ratio and maximize the service provided to the Member and its participating agencies.

Management & Key Personnel

Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success with our clients. Our employees have been on the GovDeals team for an average of 5.5 years. Our President, Roger Gravley, helped found the company 17 years ago, and members of our management team have an average of 12 years' experience with GovDeals.

❖ **Roger Gravley, President** Cell: 334-467-2411 | Email: rgravley@govdeals.com

In his role as President of GovDeals, Roger Gravley has led the company to deliver exceptional results while providing incomparable customer service to clients and buyers. One of the company's founders in 1999 and member of the Board of Directors, Roger was appointed to the role of GovDeals President in 2014 upon the retirement of the company's previous president. Roger formally joined GovDeals in 2008 as Vice President of Client Services, where his leadership efforts helped to double the number of clients served. In 2011, Roger added oversight of the GovDeals Marketing Department to his management portfolio, where his team focused on delivering superior customer and client experience. As Vice President of Client Services and Marketing, Roger provided top-notch results to clients and worked with the company's IT Department to expand systems to support needs of clients and buyers. He has also served in a leadership capacity to facilitate integration efforts for automation and marketing.

❖ **Scott Starcher, Director of Client Services** Cell: 919-802-6800 | Email: sstarcher@govdeals.com

Upon being hired in 2006 as a GovDeals' Client Services Representative, Scott Starcher worked closely with his clients to implement best practices strategies and to innovate ways he and the GovDeals team could best support each agency's staff members. This included hands-on training, "elbow grease" customer service, and developing and implementing efficiency tools within the GovDeals system to provide a more user-friendly platform to government clients. Scott's interdepartmental improvement efforts have been invaluable to the GovDeals organization, resulting in his promotion to Client Services Supervisor in 2011 and to Director of Client Services in 2014. Scott is continually looking for ways to advance the GovDeals platform, service, support, and performance to better serve our government clients. Scott will communicate with each Member's dedicated CSR on a daily basis to ensure proper procedures and best practices are being followed and that GovDeals is providing the best service possible to benefit each Member.

❖ **Molly Nations, Marketing Manager** Office: 334-387-0475 | Email: mnations@govdeals.com

Responsible for all advertising and promotion of assets being auctioned, Molly Nations supervises a team of five full-time marketing specialists and graphic designers. This team places advertisements, writes press releases, and designs custom marketing plans for our clients' specialty assets. Clients are encouraged to contact their CSR or the Marketing Department when high-value specialty or unique assets will be up for auction so that Molly and her team can execute marketing campaigns designed to drive targeted bidders to your GovDeals auctions and increase the final selling price of your assets.

❖ **Christy Logan, Senior Manager Business Development Operations**
Cell: 334-462-0414 | Email: clogan@govdeals.com

GovDeals recognizes the importance and value of cooperative contracts and partner relationships. Christy Logan oversees these partnerships to ensure contract compliance through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. GovDeals' system functionality includes a simple way for NJPA to review the cooperative usage of its contract, and each cooperative agency's sales amount is included on this report.

Contract Marketing Examples

GovDeals.com

A Look At GovDeals In The Southeast

Proud
Partners
of NJPA

In the past 5 years
1,219 Southeastern
agencies held over
146,000 auctions
resulting in \$201 million.

There are over 107,000
registered bidders
in Alabama, Florida,
Georgia, Louisiana
and Mississippi.

Southeastern agencies
have sold everything
from heavy equipment
to computers to seized
and confiscated items.



Surplus sold on GovDeals.com

To find out more about selling surplus on GovDeals.com
please call 866.377.1494 or email salesupport@govdeals.com.

surplus property

The NJPA cooperative contract enables entities to find products and services that have been advertised and competitively bid that will meet their needs. One of these needs is disposing of surplus property. The City of Oklahoma City did just that. Through the NJPA contract, they decided to use GovDeals.com to sell one of the city's police helicopters.

The helicopter, a 2000 MD 369E, was declared surplus and listed on GovDeals.com with a reserve of \$500,000. The GovDeals Marketing Team advertised the aircraft with various online and print publications such as AircraftDealer.com, AircraftShopperOnline.com, and GlobalAir.com. The helicopter was also marketed internally to more than 899 previous GovDeals bidders and buyers of Aircraft, many of who are return buyers.

The helicopter sold for \$661,000. Eight bidders participated in this auction with five of those being brand new regis-

GovDeals
A Liquidity Services Marketplace

trants that discovered GovDeals through the various online advertisements. A new bidder from the Philippines was the winner of the auction. The city was especially happy to receive \$161,000 more than they expected!

Please don't think that GovDeals only sells aircraft. Since their first auction in July of 2014, Oklahoma City has sold 313 items for more than \$1.6MM. Which includes everything from used office equipment to vehicles.

Last year GovDeals.com assisted 81 NJPA partners in the online sale of 9,769 assets earning them more than \$8.9MM. Contact us at 866.377.1494 to learn how to generate more revenue for your agency!



15

Christy Logan • (334) 387-0476 • cllogan@govdeals.com • www.govdeals.com • Contract #0429711-GDI

Searching For A Surplus Solution?

GovDeals, Inc. is the leading online auction solution, offering its services to all governmental entities to sell their surplus vehicles, equipment, and other items over the internet. With a variety of asset categories and asset specific marketing, all items posted receive maximum exposure that produce higher net results. All state and local governments are welcome to use our services to auction surplus in the smartest, most efficient way possible!

**GovDeals.com
held its first
auction in
2001.**

**GovDeals.com has
assisted over 7,500
government entities
in the sale of
surplus property.**

**GovDeals.com has
held over
1 million auctions
yielding over
\$1 billion in sales.**

What We Offer:

- Higher returns on surplus property
- Over 475,000 registered buyers
- Access to over 3 million buyers through our Liquidity Services Marketplaces
 - Asset Specific Marketing at no additional costs
- Your own Client Services Representative and Sales Representative
 - Access to our Sales Support and Accounting Departments

What are you waiting for? Contact us today!

Salessupport@govdeals.com | www.govdeals.com | 866.377.1494

GovDeals has 3 nationally cooperative awards:





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0294

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: B. 1

PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE PARKING LOT:

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS ON SOUTHERN END

WHEREAS, the City is conducting a study of the parking policies and system in downtown Fayetteville; and

WHEREAS, the southern trail connection in the West Avenue Lot is a danger to Fayetteville citizens; and

WHEREAS, the City has received an unsolicited development proposal, a copy of which is attached to this Resolution as Exhibit A, which would replenish the funds expended for the parking study at least three times over; provide sufficient funds to replace any lost public parking; correct the safety concerns of the current trail design; generate substantial tax revenue for the city, schools, and affiliated institutions; and accomplish one of the specific development recommendations called for in the Downtown Master Plan.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby formally extends the timeline to advertise the Request for Proposals called for in Resolution No. 55-16 until such time as the parking study has been completed with the exception of the parcels identified in Section 2.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses a desire to sell the parcels as described in Exhibit A and requests the Mayor direct staff to entertain purchase offers and present a proposal to the City Council in accordance with § 34.27 **Sale of Municipally Owned Real Property** of the Fayetteville City Code which best accomplishes the following:

- a. Furthers the goals described in the Downtown Master Plan.
- b. Creates or pays for as much new public parking as it removes.
- c. Contains enforceable provisions which ensure the property is developed within a reasonable time frame and is constructed in a durable manner.

AGENDA REQUEST FORM

FOR: Council Meeting of June 21, 2016

FROM:

City Council Member Matthew Petty

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS ON SOUTHERN END

APPROVED FOR AGENDA:



City Council Member Matthew Petty

June 8, 2016

Date



Assistant City Attorney Blake Pennington
(as to form)

June 8, 2016

Date

From: [Matthew Petty - Fayetteville Ward 2](#)
To: [Pennington, Blake](#)
Subject: RE: West Avenue resolution
Date: Wednesday, June 08, 2016 2:15:59 PM
Attachments: [Matthew-Petty_signature.png](#)

This email certified that I have reviewed the attached agenda request form and approve it for addition to the agenda. Furthermore I am attaching my signature and granting the City Attorney's office or the City Clerk to digitally add it to the request.

Sent from my phone

On Jun 8, 2016 11:18, "Pennington, Blake" <bpennington@fayetteville-ar.gov> wrote:

Attached is the agenda request form.

--

Blake E. Pennington

Assistant City Attorney

Tele: [\(479\) 575-8313](tel:(479)575-8313)

bpennington@fayetteville-ar.gov

From: Matthew Petty - Fayetteville Ward 2 [mailto:citycouncil@matthewpetty.org]

Sent: Tuesday, June 07, 2016 6:56 PM

To: Pennington, Blake <bpennington@fayetteville-ar.gov>

Subject: Re: West Avenue resolution

Looks good. Can I sign the agenda request digitally or by proxy? I'm traveling this week.

Sent from my phone

On Jun 7, 2016 19:52, "Pennington, Blake" <bpennington@fayetteville-ar.gov> wrote:

Matthew,

Attached is a draft resolution. Let me know if you have any changes.

Thanks,

Blake

--

Blake E. Pennington

Assistant City Attorney

113 W. Mountain St., Suite 302
Fayetteville, Arkansas 72701

Telephone: [\(479\) 575-8313](tel:(479)575-8313)

bpennington@fayetteville-ar.gov



RESOLUTION NO. _____

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS ON SOUTHERN END

WHEREAS, the City is conducting a study of the parking policies and system in downtown Fayetteville; and

WHEREAS, the southern trail connection in the West Avenue Lot is a danger to Fayetteville citizens; and

WHEREAS, the City has received an unsolicited development proposal, a copy of which is attached to this Resolution as Exhibit A, which would replenish the funds expended for the parking study at least three times over; provide sufficient funds to replace any lost public parking; correct the safety concerns of the current trail design; generate substantial tax revenue for the city, schools, and affiliated institutions; and accomplish one of the specific development recommendations called for in the Downtown Master Plan.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby formally extends the timeline to advertise the Request for Proposals called for in Resolution No. 55-16 until such time as the parking study has been completed with the exception of the parcels identified in Section 2.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses a desire to sell the parcels as described in Exhibit A and requests the Mayor direct staff to entertain purchase offers and present a proposal to the City Council in accordance with § 34.27 **Sale of Municipally Owned Real Property** of the Fayetteville City Code which best accomplishes the following:

- a. Furthers the goals described in the Downtown Master Plan.
- b. Creates or pays for as much new public parking as it removes.
- c. Contains enforceable provisions which ensure the property is developed within a reasonable time frame and is constructed in a durable manner.

PASSED and **APPROVED** this 21st day of June, 2016.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

From: [Matthew Petty - Fayetteville Ward 2](#)
To: [Pennington, Blake](#)
Cc: [Pate, Jeremy](#)
Subject: Resolution re: West Avenue Lot
Date: Monday, June 06, 2016 11:32:22 AM
Attachments: [Resolution.docx](#)
[Exhibits_reduced.pdf](#)

Blake, would you please draft up the attached resolution with Exhibits for the June 21 agenda?

And also, I am going to push the Cottage Housing ordinance to the July 5 agenda.

Thanks,
MP

March 9, 2016

Lionel Jordan, Mayor of the City of Fayetteville

City Council, City of Fayetteville
113 W. Mountain Street
Fayetteville, Arkansas 72701

**RE: OFFER FOR LAND AT THE
CORNER OF WEST AVENUE AND SPRING STREET**

Dear Mayor Jordan and Members of the City Council,

I am writing to you to express an interest in property owned by the City of Fayetteville that abuts property that is owned by my company. The land in question is approximately 0.39 acres. I propose to purchase this property for the sum of \$337,440.00 and combine this with my current holdings in order to create a parcel for the construction of a new five story mixed use building on the corner of Spring Street and West Avenue. Please see exhibit A to show the parcel under discussion.

Downtown Master Plan: This proposed building would be a manifestation of the city's vision for this property as described in the Downtown Master Plan. It would complete the corner in anticipation of the new building proposed by Theater Squared and it would continue the streetscape of Spring Street into the site. In general, this proposal would convert surface parking space owned by the City of Fayetteville and Reindl Properties into a substantial real estate asset. Please see exhibit B:

Multi Use Trail: A compelling reason to consider this sale is that it provides a strategy for building that portion of the multi-use trail in a manner that is safer and more enjoyable for the users. Currently, Frisco Trail shares space with the drive lanes of the parking lots, which is not an ideal situation. We are proposing a solution to improve the trail experience at this very important part of our downtown. Reindl Properties will provide funding for the modifications to the trail. Please see Exhibit C:

South Property Zig Zag: Currently the south boundary of the City of Fayetteville's property is an awkward shape. A sale would clean up the south property line in this area. As the City of Fayetteville considers options for the parking lot bounded by Dickson Street, West Avenue, and the Frisco Trail, having this portion of the property squared up and the trail constructed in a safe manner, would provide a blank canvas for the city's efforts. Please refer again to Exhibit C:

Return on Investment: The sale of the 0.39 acres would provide the City of Fayetteville a substantial return on its original investment, both immediately and into the future. The sale would provide funding for the City of Fayetteville's use in the downtown area, or could be used for other purposes. After the sale, the payment of impact fees and permit fees would help to support the city's infrastructure and staff. Into the future, property taxes will fund the city's general fund, the library, and its schools. Please see Exhibit D:

Landmark Building: We are proposing to construct a landmark building that would strongly enhance the character and experience of Fayetteville's downtown. We are proposing a building of stone and brick with sash windows, pressed metal cornices and trim, and decorative steel balconies. This building will be consistent with the very best traditional architecture that is so well-loved by the citizens of Fayetteville. This building will be built in a way that we expect it to last for 200 years. We have taken every effort to completely describe this building and its features. We expect it to rival the Metro District Building and the Three Sisters Building in quality and beauty. Please see Exhibit E:

Development Team: We are presenting a development team with a proven record of financial strength and concern for the downtown community and commitment to the City of Fayetteville. Reindl Properties is located in the downtown area has been active since 1999. We have selected Robert Sharp Architect to provide design and construction services for this project. Robert is also located in the downtown area and has worked on numerous projects in the area. Please see exhibit F for more information.

Parking: The downtown and Entertainment District rely upon a combination of private and public parking solutions. We are proposing to reconfigure the surface parking in this area in a manner that provides no net loss of parking. We propose to relocate 58 parking stall from the current West Avenue parking lot and place those parking stalls on West Avenue and adjacent streets. This keeps the same number of parking stalls in the City's inventory of public parking. Reindl Properties will provide \$1,500 per space for a total of \$87,000 for this off site work. See Exhibit G:

Purchase Price: Our proposed purchase price of \$337,440.00 can be supported by the projected income of the proposed building. We are offering \$20 per square foot for the land (\$ 871,200 per acre). This is a high value for the parcel when you take in consideration the shape of the parcel, the size of the parcel, and its distance from Dickson Street. A higher land purchase price would make a well-crafted five story masonry very difficult to finance and construct.

Schedule: We propose to negotiate a contract for the sale of the land within two months. We propose to close on the land when we have been approved for a building permit. We will apply for a building permit within twelve months of having an agreement in place to purchase the land. This allows us to make sure that we have fully considered all of the aspects of the building and it provides the City of Fayetteville assurance that the final construction drawings are equal or better in quality than the building described in Exhibit E.

Thank you for consideration. I look forward to any comments or questions you may have about this offer.

Sincerely,



Brian Reindl, President
Reindl Properties, Inc.

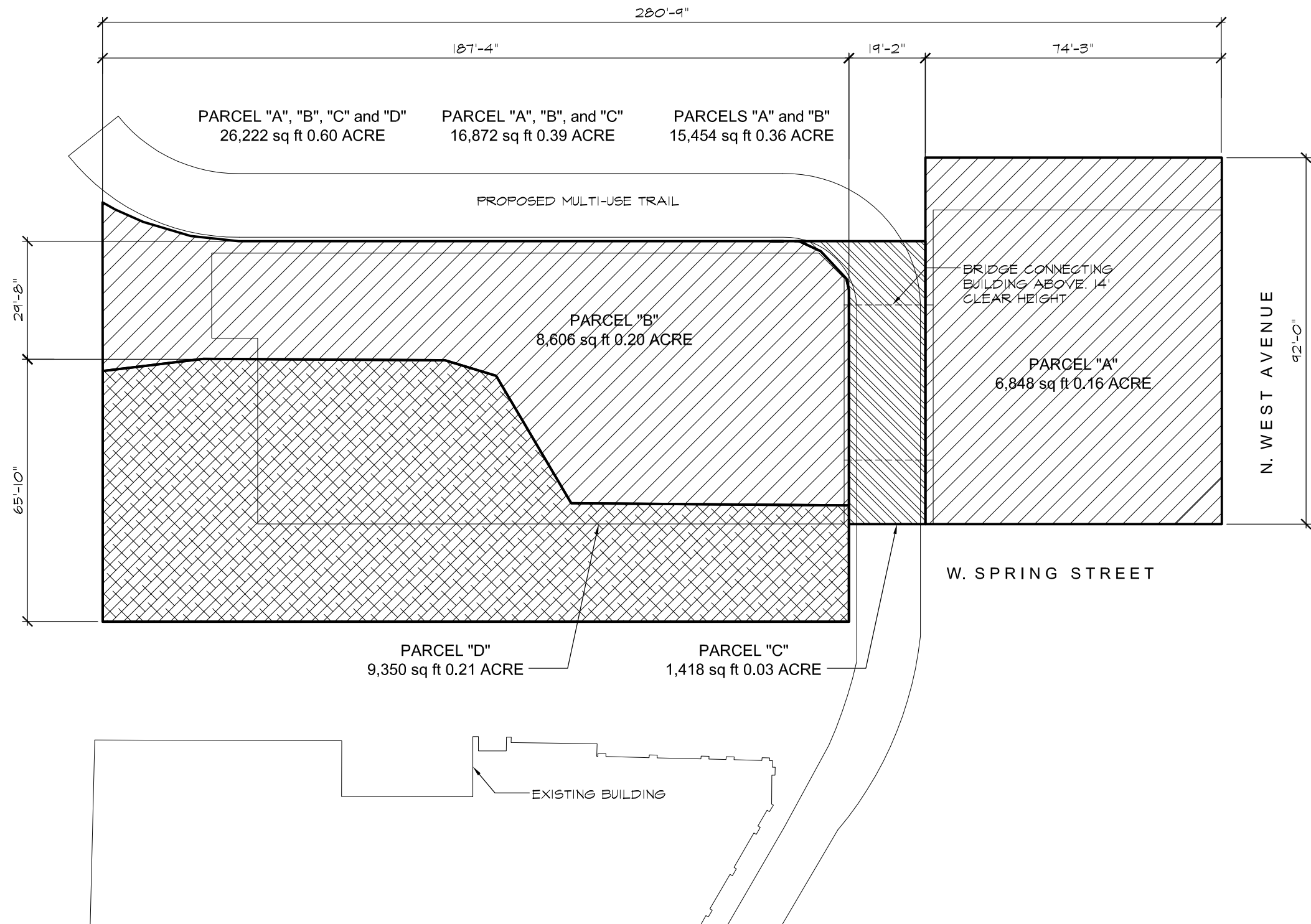


EXHIBIT A: PROPERTY PARCEL DIAGRAM

9 MARCH 2016

SCALE: 1" = 30'-0"



W. Spring St. (at Nadine Baum Studios) today.



W. Spring St. (at Nadine Baum Studios) 2004 Fayetteville Downtown Master Plan.



W. Spring St. (at Nadine Baum Studios) current proposal.

A Parking Lot Transformed

“The City parking lot adjacent to the Walton Arts Center is a strategic location for infill development. The natural spring is to be preserved and protected and the lot is to be redeveloped as a parking garage with a mix of uses lining the structure. By doing so, the street edges are to be completed along Dickson Street. In addition, the southern edge of the lot which faces Nadine Baum Studios and recently developed mixed-use building, will create an urban street scene where buildings face buildings. West Spring Street will become whole again.”

- Fayetteville Downtown Master Plan 2004

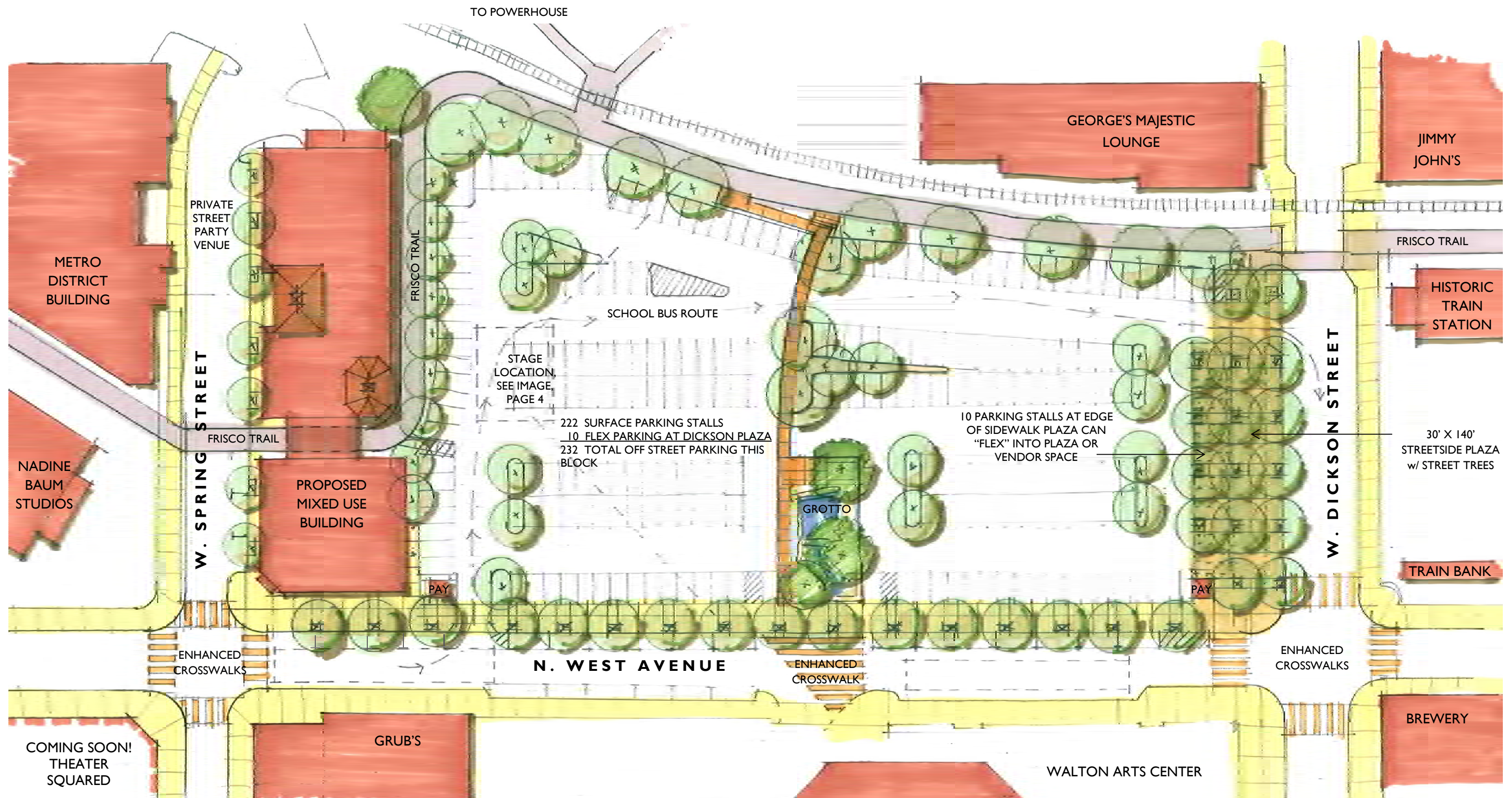


EXHIBIT C: PROPOSED SITE PLAN
PROPOSED MODIFICATIONS TO THE WALTON ARTS CENTER PARKING LOT
9 MARCH 2016



EXHIBIT C: EXISTING SITE PLAN

Exhibit D: Metro District North Analysis of Return on Investment
as of March 9, 2016

Land Sale Proceeds to City of Fayetteville				
16,872	sq ft	\$	20.00	\$ 337,440.00

Impact Fees, Residential, Estimated				
Water	\$	691.00		
Waste Water	\$	620.00		
Police and Public Safety	\$	162.00		
Fire Protection	\$	150.00		
Parks Fee	\$	960.00		
Total City Fees	\$	2,583.00	44	\$ 113,652.00

Impact Fees, Commercial, 2" meter, estimated				
Water	\$	7,768.00		
Waste Water	\$	6,876.00		
Police and Public Safety	\$	775.00		
Fire Protection	\$	1,465.00		
Total City Fees	\$	16,884.00	1	\$ 16,884.00

Sales Tax Income, estimated annual basis				
5000 sq ft retail or restaurant				
\$	200.00	sales per sq ft		
	City of Fayetteville	2%	\$	20,000.00
	Washington County	1%	\$	12,500.00
	State of Arkansas	7%	\$	65,000.00

Property Tax Worksheet, estimated annual basis				
\$	9,000,000	0.2		
Millage Rate	School System	0.04565	\$	82,170.00
	County General	0.00390	\$	7,020.00
	Roads	0.00110	\$	1,980.00
	Library	0.00100	\$	1,800.00
	City General	0.00310	\$	5,580.00
		0.05475	\$	98,550.00



SOUTHEAST STREET LEVEL VIEW

EXHIBIT E - METRO DISTRICT NORTH





SOUTHWEST STREET LEVEL VIEW



WEST AVENUE LOOKING NORTH





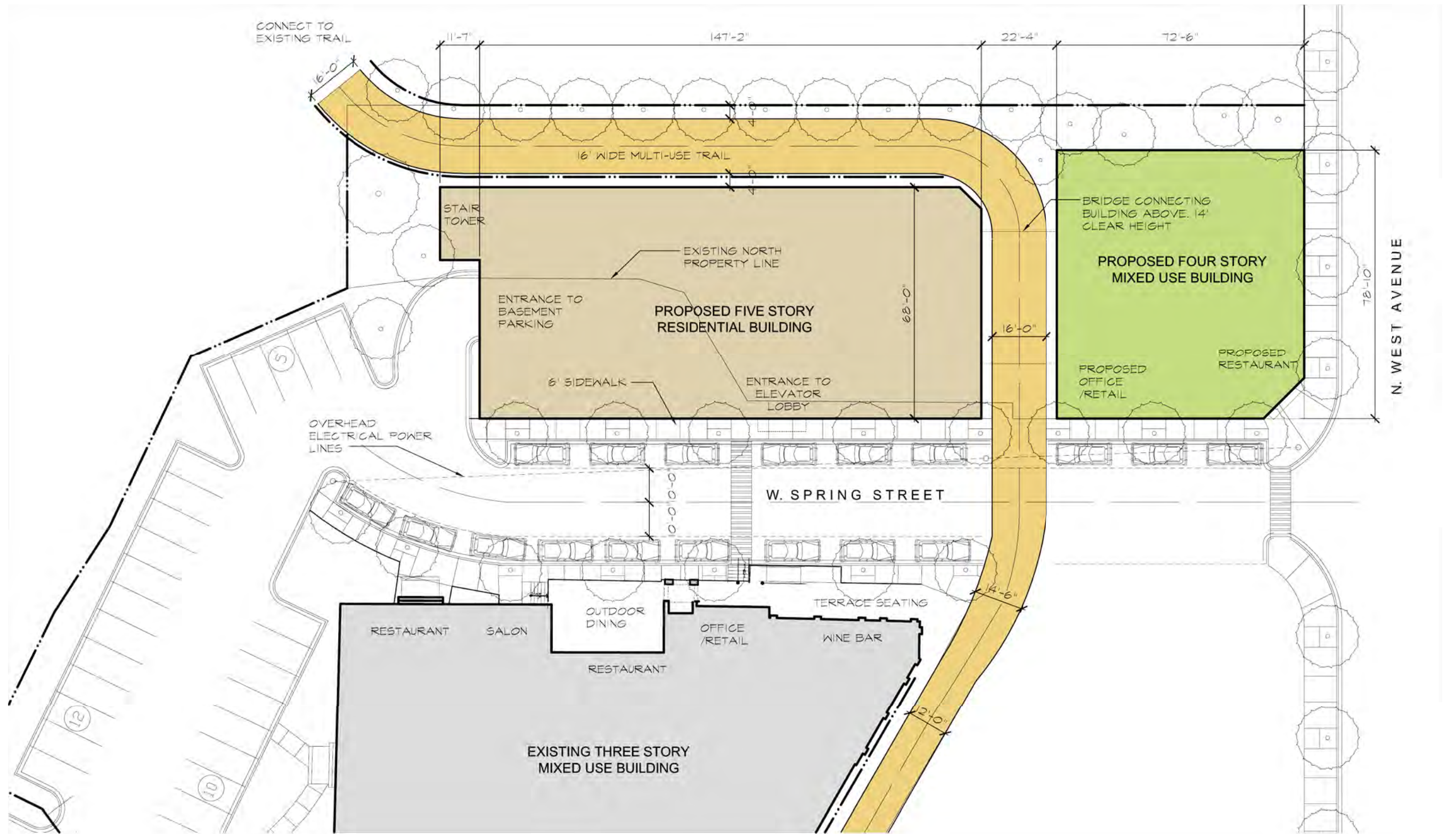


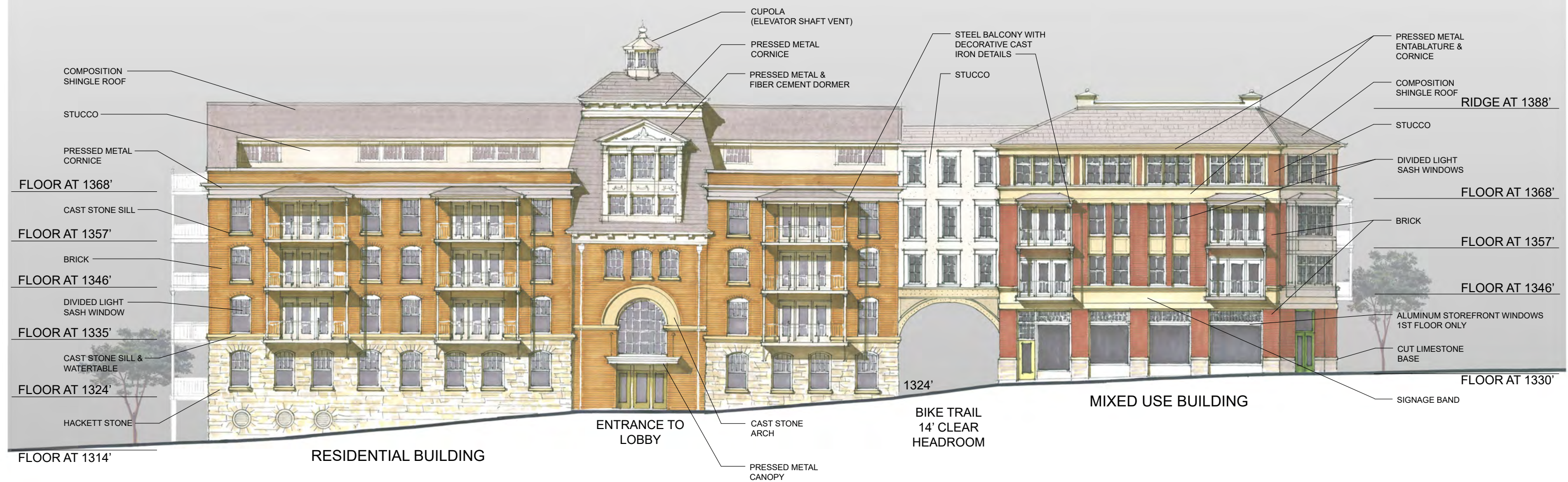


VIEW FROM TRAIL

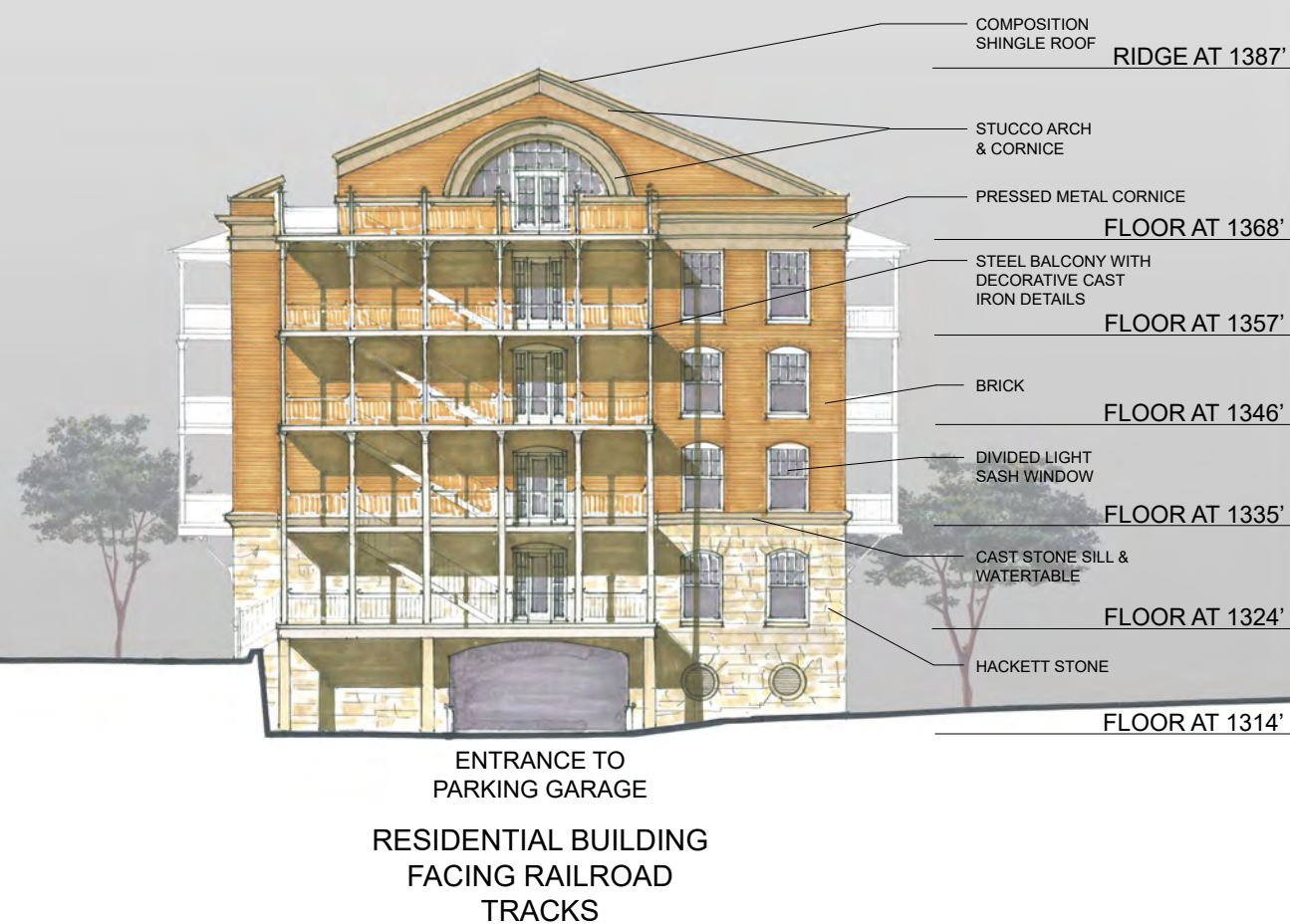
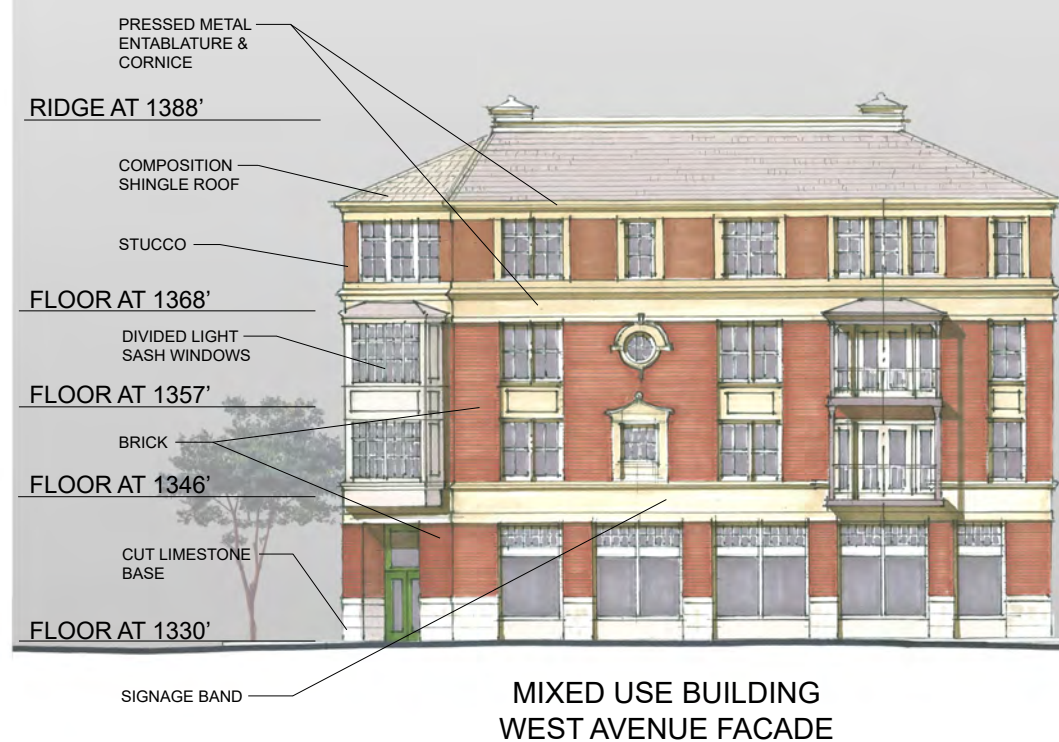


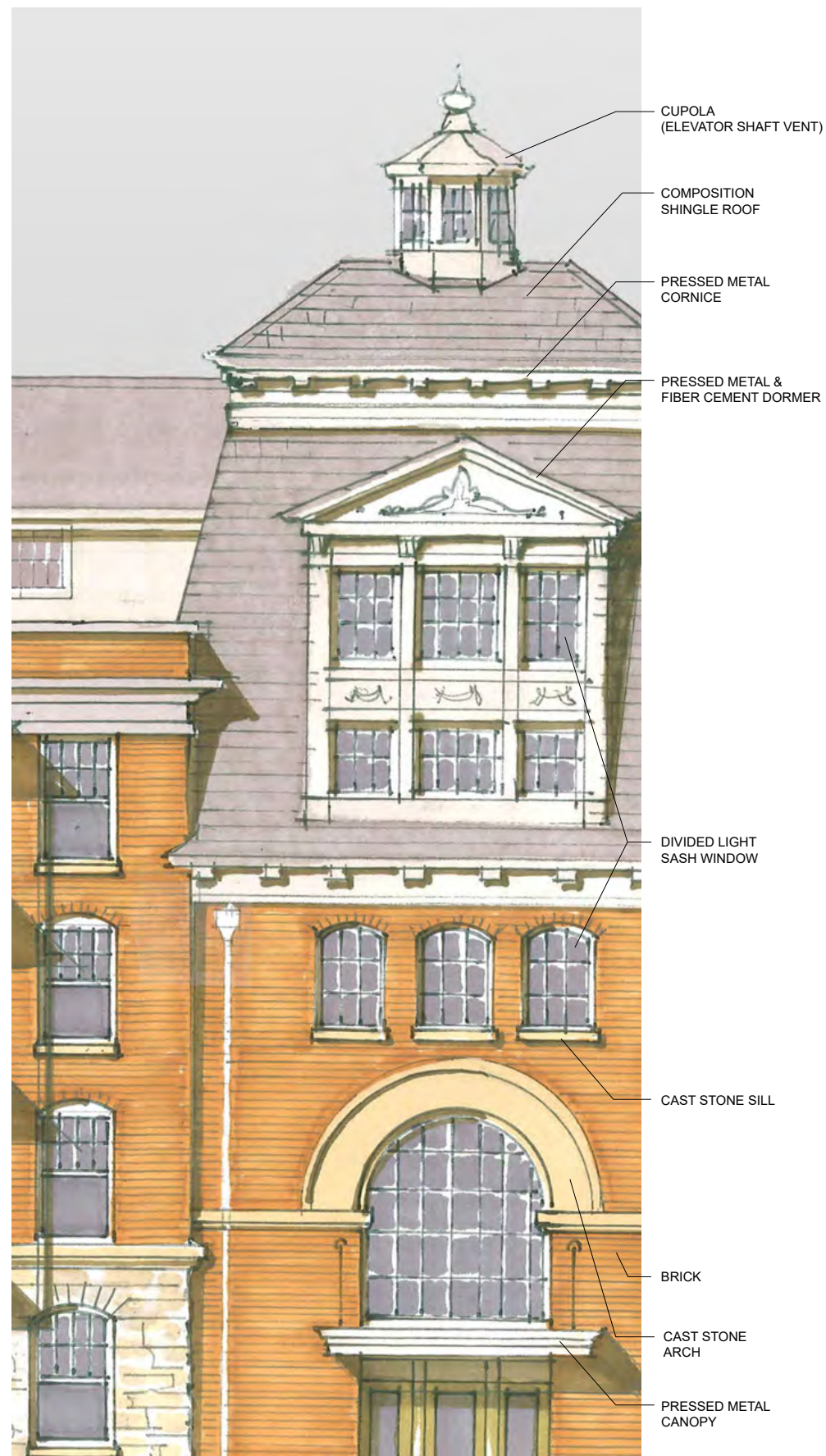
VIEW FROM TRAIL



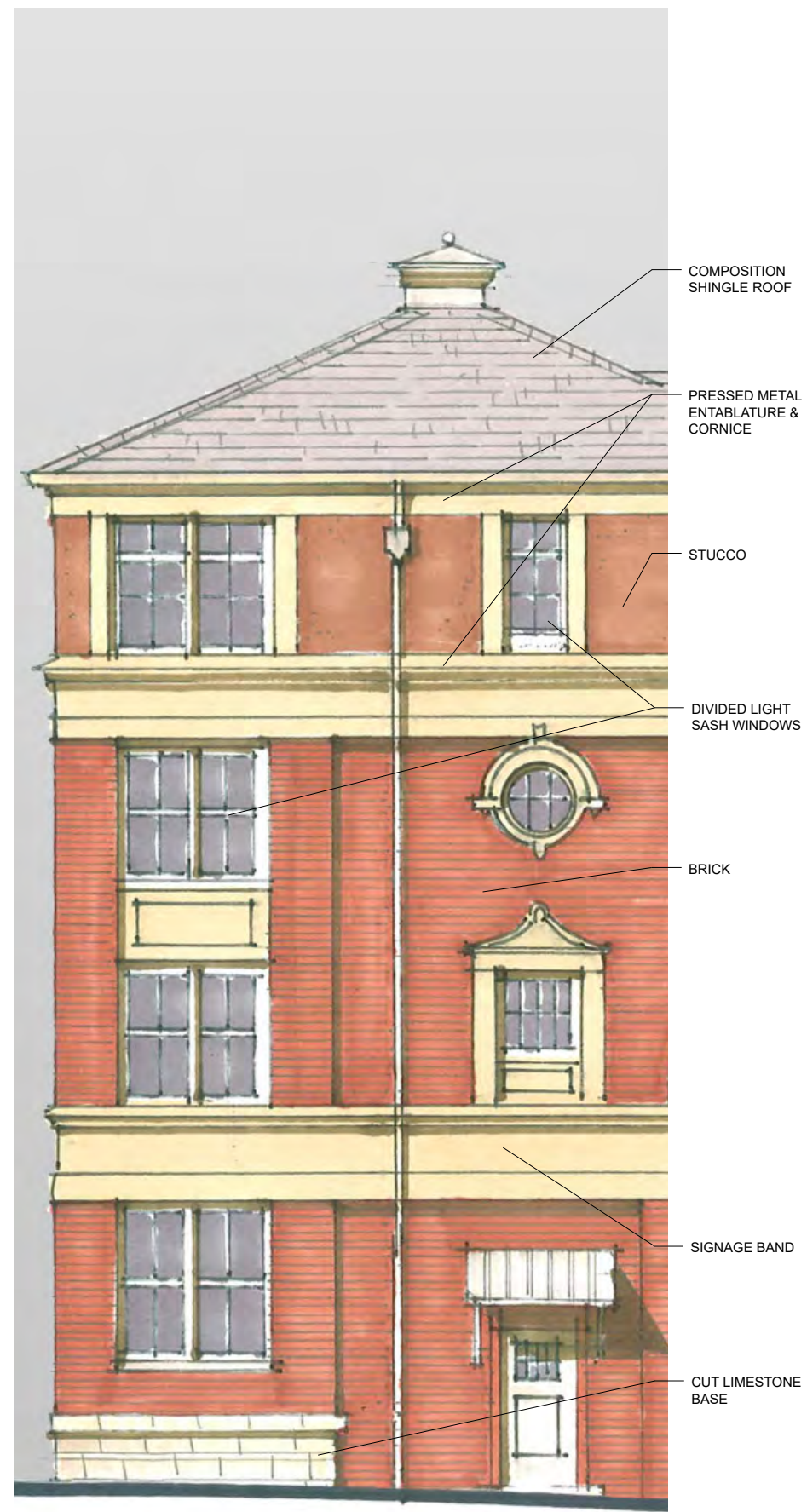








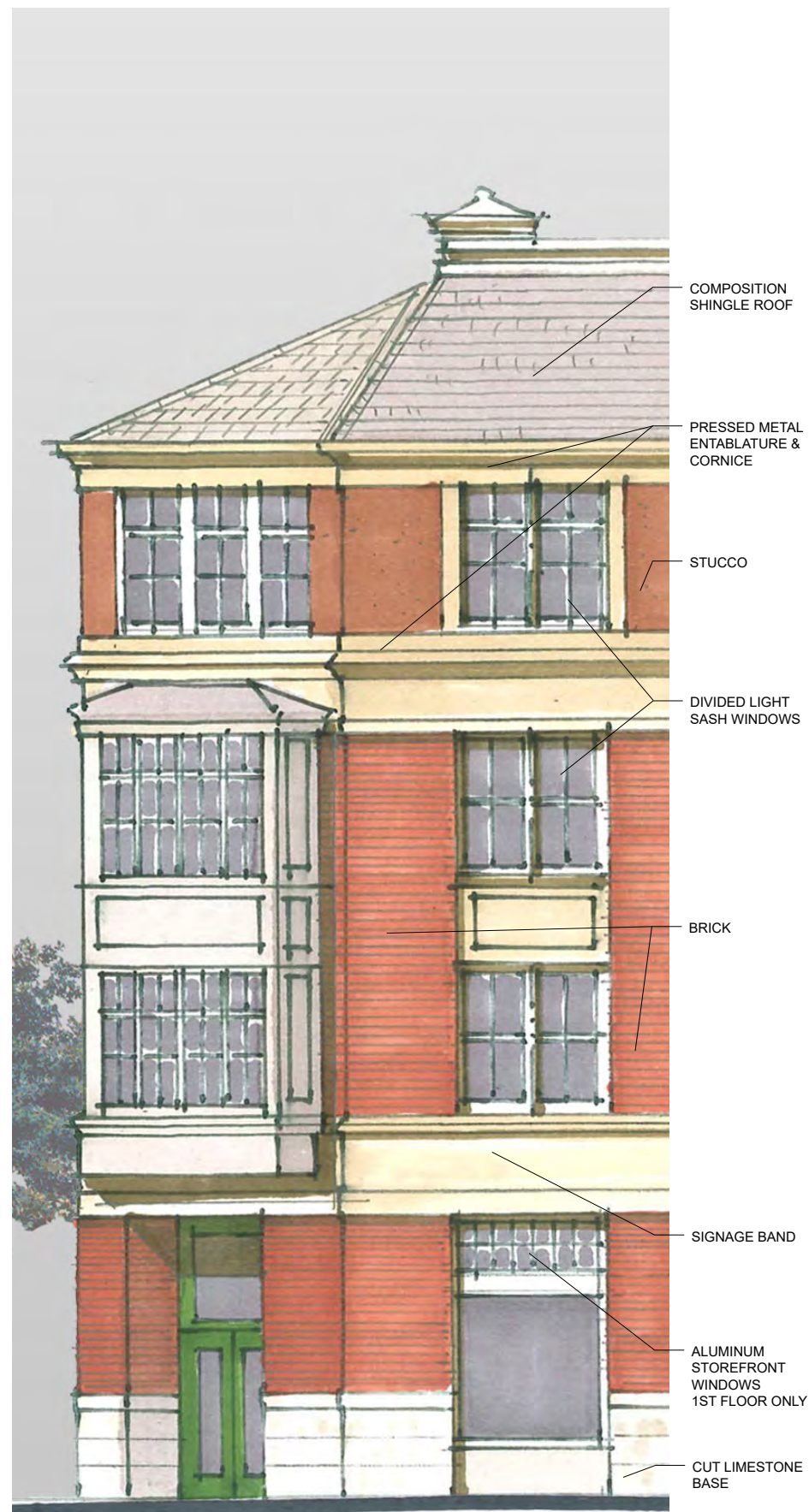
DETAIL OF ENTRY TOWER



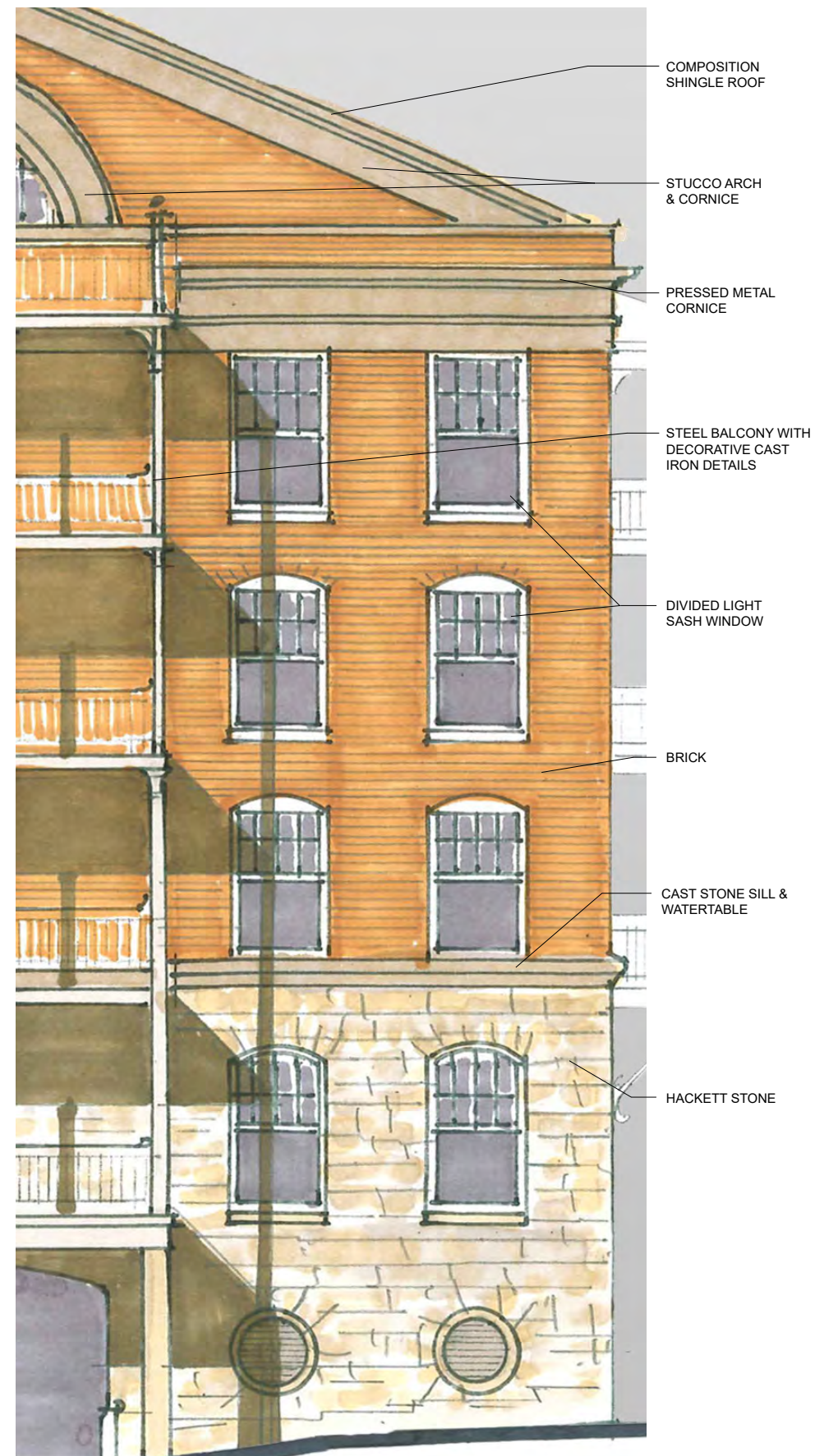
DETAIL OF MIXED USE BUILDING



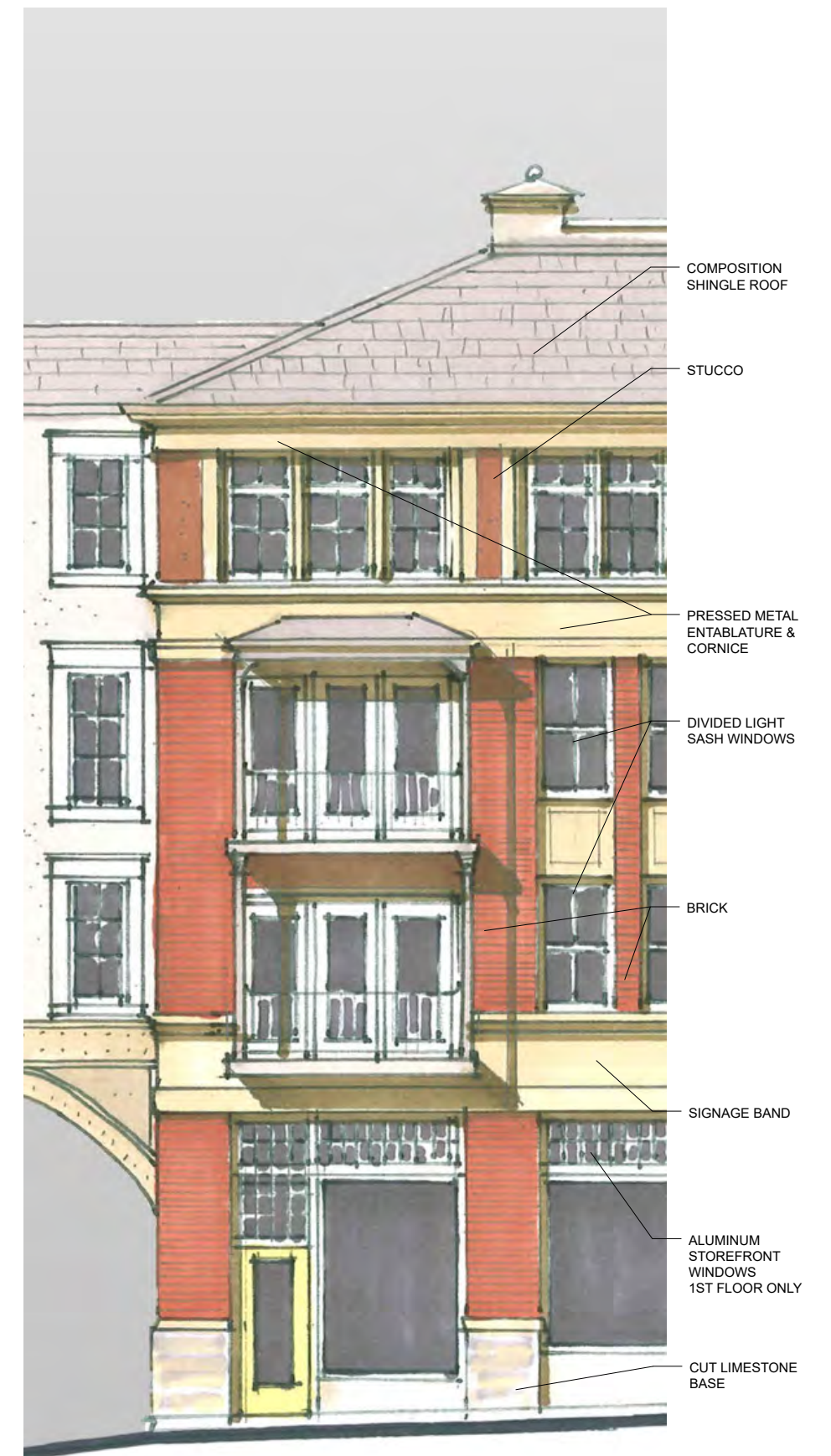
DETAIL OF TOWER



DETAIL OF CORNER ENTRY



DETAIL OF WEST FACADE



DETAIL OF SPRING STREET FACADE



BANK OF FAYETTEVILLE



EASON BUILDING



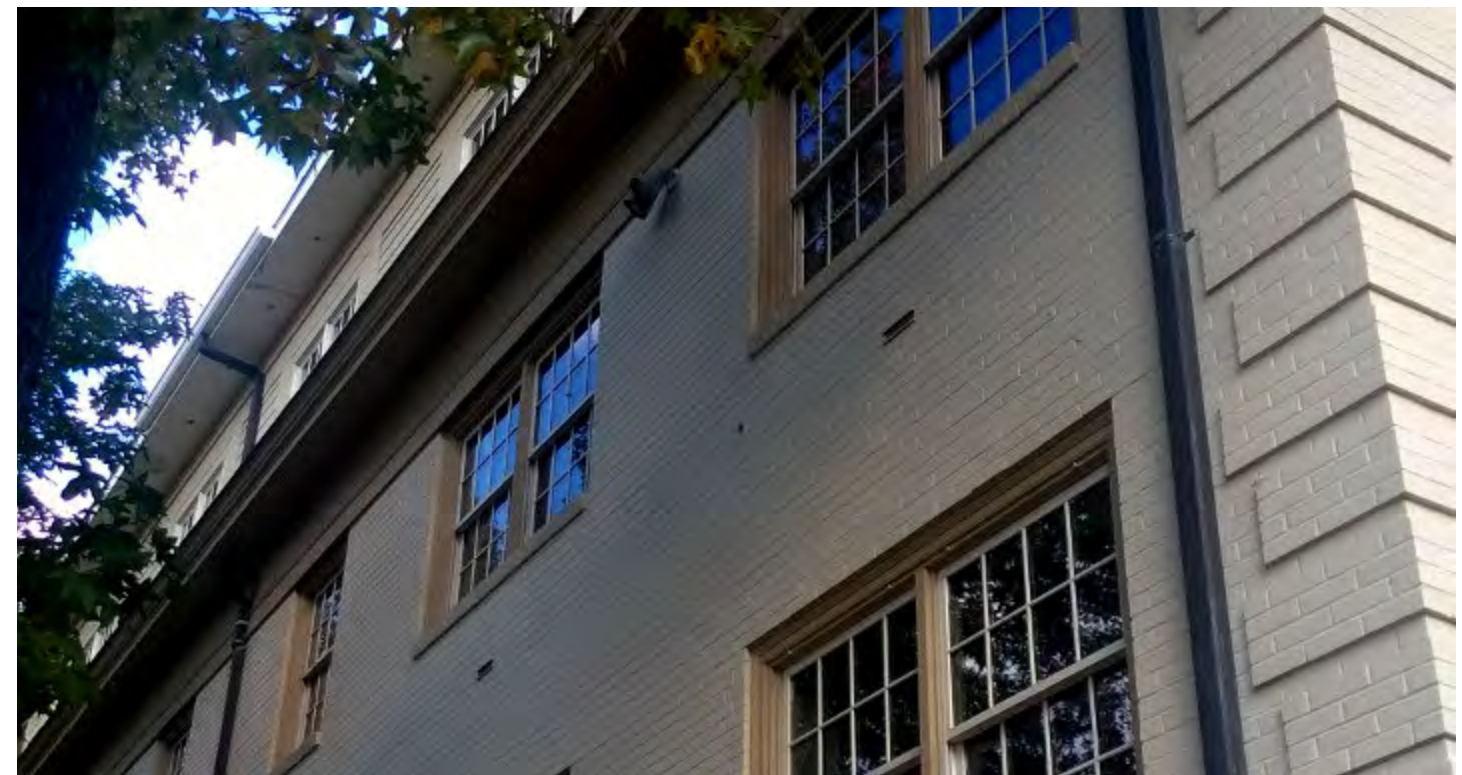
WASHINGTON COUNTY COURTHOUSE



EASON BUILDING



GUISINGER BUILDING



HERITAGE BUILDING



THREE SISTERS BUILDING



THREE SISTERS BUILDING

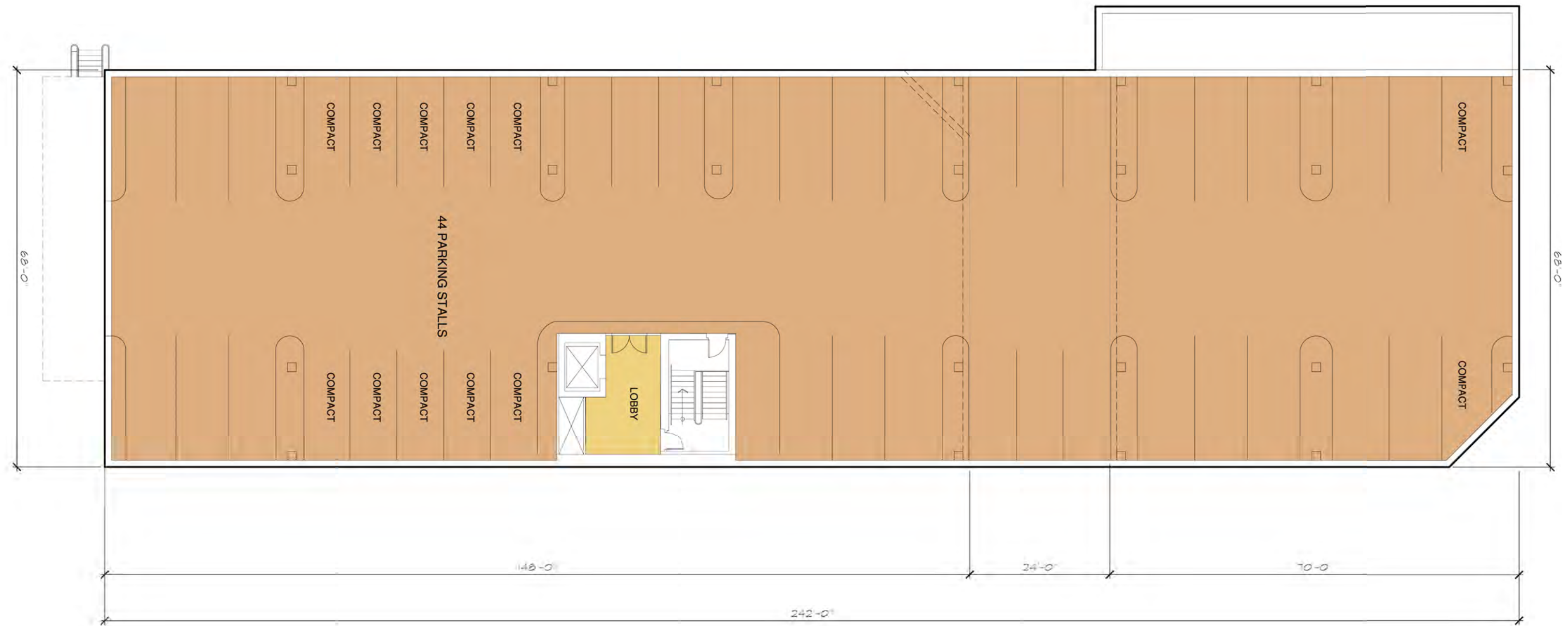










Exhibit F

Development Team

Reindl Properties, Inc. has been active in downtown real estate for over 20 years. They have a reputation for quality construction and attentive property management. Typical projects include the Metro District and the Metro District Lofts. Both projects have contributed to the character of the downtown area and have been successful investments. Reindl Properties is based in downtown Fayetteville and works almost exclusively in the Fayetteville area. Their hands-on approach to projects and reputation for success are a good match for downtown buildings that must be constructed with care and attention to detail.



Robert Sharp, Architect is located in Downtown Fayetteville and has an expertise in urban mixed use buildings and adaptive reuse. Robert has worked with Reindl properties for over 15 years and their close working relationship is an important aspect to the success of both companies.



Additional project descriptions available upon request.

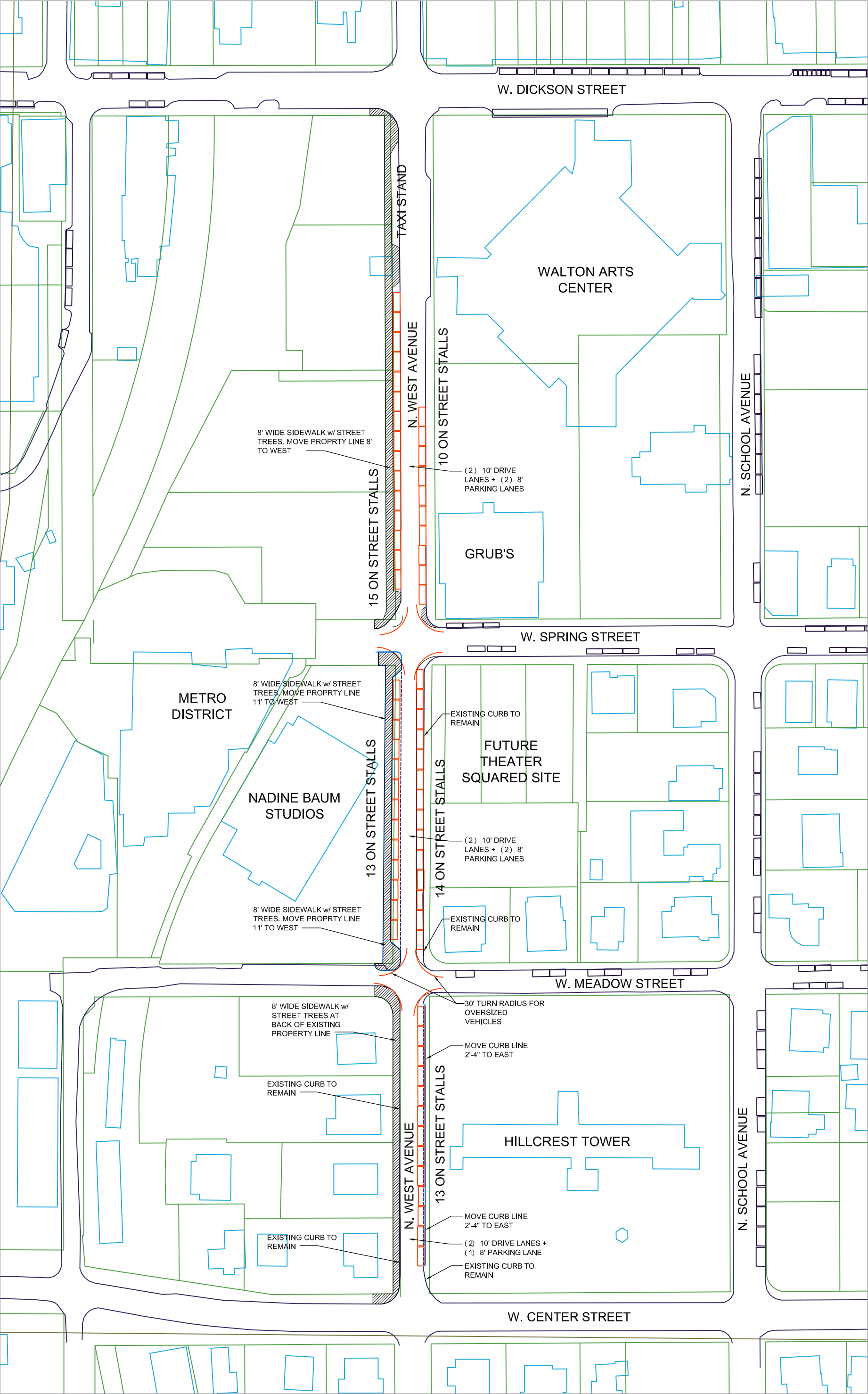


EXHIBIT G: POTENTIAL ON STREET PARKING AND PEDESTRIAN IMPROVEMENTS

65 POTENTIAL ON-STREET PARKING STALLS



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

Resolution: 55-16

File Number: 2016-0034

WEST AVENUE PARKING LOT - DEVELOPMENT CONSIDERATION:

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

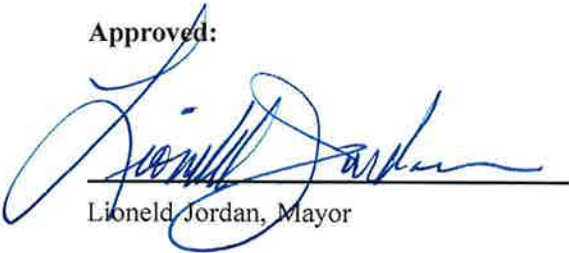
WHEREAS, the West Avenue Parking Lot was identified in the 2004 Downtown Master Plan as a "strategic location for infill development...with a parking garage and mix of uses lining the structure"; and

WHEREAS, interest has been expressed to the City by multiple parties for the development of this property and the City desires to conduct an open, transparent, and equitable process for considering development proposals. **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

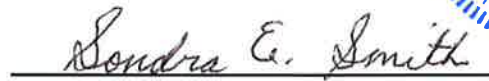
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to consider proposals for the development and improvement of the City's 2.8 acre property at the southwest corner of West Avenue and Dickson Street, which is currently used as the West Avenue Parking Lot.

PASSED and APPROVED on 3/1/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0034

Agenda Date: 3/1/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 5

WEST AVENUE PARKING LOT - DEVELOPMENT CONSIDERATION:

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

WHEREAS, the West Avenue Parking Lot was identified in the 2004 Downtown Master Plan as a "strategic location for infill development...with a parking garage and mix of uses lining the structure"; and

WHEREAS, interest has been expressed to the City by multiple parties for the development of this property and the City desires to conduct an open, transparent, and equitable process for considering development proposals.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to consider proposals for the development and improvement of the City's 2.8 acre property at the southwest corner of West Avenue and Dickson Street, which is currently used as the West Avenue Parking Lot.

City of Fayetteville Staff Review Form

2016-0034

Legistar File ID

2/2/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

1/15/2016

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution expressing the City Council's intent to consider the development and improvement of the City of Fayetteville's 2.8-acre property at the southwest corner of West Avenue and Dickson Street, known as the West Avenue Parking Lot

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF FEBRUARY 02, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan

FROM: Jeremy Pate, Development Services Director 

DATE: January 14, 2016

SUBJECT: **West Avenue Parking Lot – Development Consideration**

RECOMMENDATION:

A Resolution expressing the City Council's intent to consider the development and improvement of the City of Fayetteville's 2.85-acre property at the southwest corner of West Avenue and Dickson Street, known as the West Avenue Parking Lot

BACKGROUND:

In the early 1990s the City developed a 290-space surface parking lot at the southwest corner of Dickson Street and West Avenue, with the primary goal of providing parking for the new Walton Arts Center that opened in 1992 and the reviving Dickson Street entertainment district. According to Tony Wappel's *Once Upon Dickson*, the property was first developed in 1885 as a wholesale grocery store. After several expansions, changes of ownership and the addition of private switch yards and loading docks along West Avenue, the business changed from Fayetteville Grocer Company to Ozark Grocer Company. Eventually the Ozark Grocer Company closed in 1968. Following its closure, the building was used for storage and transfer along the railroad. The historic grocer building burned in 1974. In the 1970's and 80's the lot, which contained a portion of Town Branch creek traversing the site flowing from the northeast corner to the southwest, became overgrown with vegetation and according to reports was a place for unsavory characters and "mischievous deeds." After the Walton Arts Center was completed the City made the decision to clear the site, fill it in and construct the parking lot. Dickson Street was a very different place before the Walton Arts Center began to transform the Entertainment District into what we know it as today.

The site today is much like it was last developed in the 1990s; it contains 290 parking spaces, a large underground storm drain system, and is accessed via both Dickson Street and West Avenue. Along the western boundary is the Arkansas-Missouri railroad, still an active freight and excursion passenger line, and the Scull Creek Trail, part of the 36-mile Razorback Greenway. A small stone grotto with fish ponds was developed when the parking lot was constructed, using stone from the ruins of the Ozark Grocer building. The water for this pond system is piped from natural springs occurring east of the property underneath the Walton Arts Center. It is also the site of multiple festivals and outdoor performances throughout the year, the largest of which is the annual Bikes, Blues and BBQ festival, drawing thousands of citizens and visitors to the Entertainment District each fall. Parking today in this lot draws an annual revenue of

approximately \$433,000 from daily paid parking, tickets and event parking associated with large Walton Arts Center performances.

This property was featured and discussed extensively during the development of the Downtown Master Plan adopted in 2004. This site was identified as a "strategic location for infill development...with a parking garage and mix of uses lining the structure." Concepts were developed to complete the street edges along Dickson and West, and to "create an urban street scene" along the southern edge of the lot which faces Nadine Baum Studios and the mixed-use Metro District buildings.

In 2007 the City issued a Request for Proposals for a public-private partnership to develop the subject property. A proposal was selected and a development agreement negotiated to construct two parking structures and a mixture of retail/commercial liner buildings. However, the construction of the development agreement did not pass legal review tests for a variety of reasons. About this time, the "Great Recession" hit our region along with the rest of the nation, and talks on this project ceased.

In 2014 and 2015, two major expansions impacting this property began. The City broke ground on a 235-space parking deck serving the Entertainment District, along with an administrative office building replacement and expansion for the Walton Arts Center. In 2015, the Walton Arts Center began a \$23 million expansion and renovation project. The parking deck project was completed in October of 2015, and construction on the expansion and renovation is scheduled for completion near the end of 2016.

DISCUSSION:

In December the Mayor communicated that he would be bringing to the City Council a Resolution of Intent to determine if the Council is interested and willing to consider development proposals on the property. As you are aware, the opening of the Spring Street Parking Deck in October has provided additional parking capacity in the downtown entertainment district. Because of the successful completion of this important piece of infrastructure in the Dickson Street area, the City has received renewed interest from multiple parties in the potential for re-development of the West Avenue Parking lot at the corner of Dickson and West. The Mayor's Office has spoken to a number of interested parties whose proposals vary dramatically in impact to the property, scale of development, and financial consideration. A primary factor in all of these conversations, from the mayor's perspective, is to not reduce parking capacity. Rather, if the property is to be developed in accordance with the adopted Downtown Master Plan and continue to support the growing arts, entertainment, retail and residential uses now occurring in our thriving downtown, proposals need to find a way to replace and/or expand public parking.

In an effort to conduct an open, transparent, and equitable process, the Mayor decided to bring forward this item to get the Council involved in the conversation early; after all, Dickson Street's influence and impact is greater than its physical area, for residents and visitors alike. Long considered the heartbeat of the region, Dickson Street and the surrounding area is a valuable asset to the City, and the development of this property should be taken deliberately with all due consideration. Should the Council be interested in considering private development proposals, we are recommending that you pass a Resolution of Intent thus beginning a Request For Proposal process with a clear schedule and questions to be answered, such as: how parking is proposed to be replaced or enhanced, how a proposal fits with the Downtown Master Plan, how current festival and event venue space is to be managed, proof of financial feasibility, purchase/lease proposals, and a timetable for development, among other items.

We welcome the Council's input in this process and look forward to the public dialogue on the future of this important property in our Downtown Entertainment District.

BUDGET/STAFF IMPACT:

At the direction of the Mayor, staff will develop a Request for Proposals and advertise for responses. Jeremy Pate will lead this process with the assistance of appropriate staff as needed. A selection committee of the Council as a whole is proposed to be developed to consider valid proposals, and to make any final decisions to move forward on parts of, all of or none of the proposals received.

Attachments:

Downtown Master Plan documents

West Ave. Parking Lot

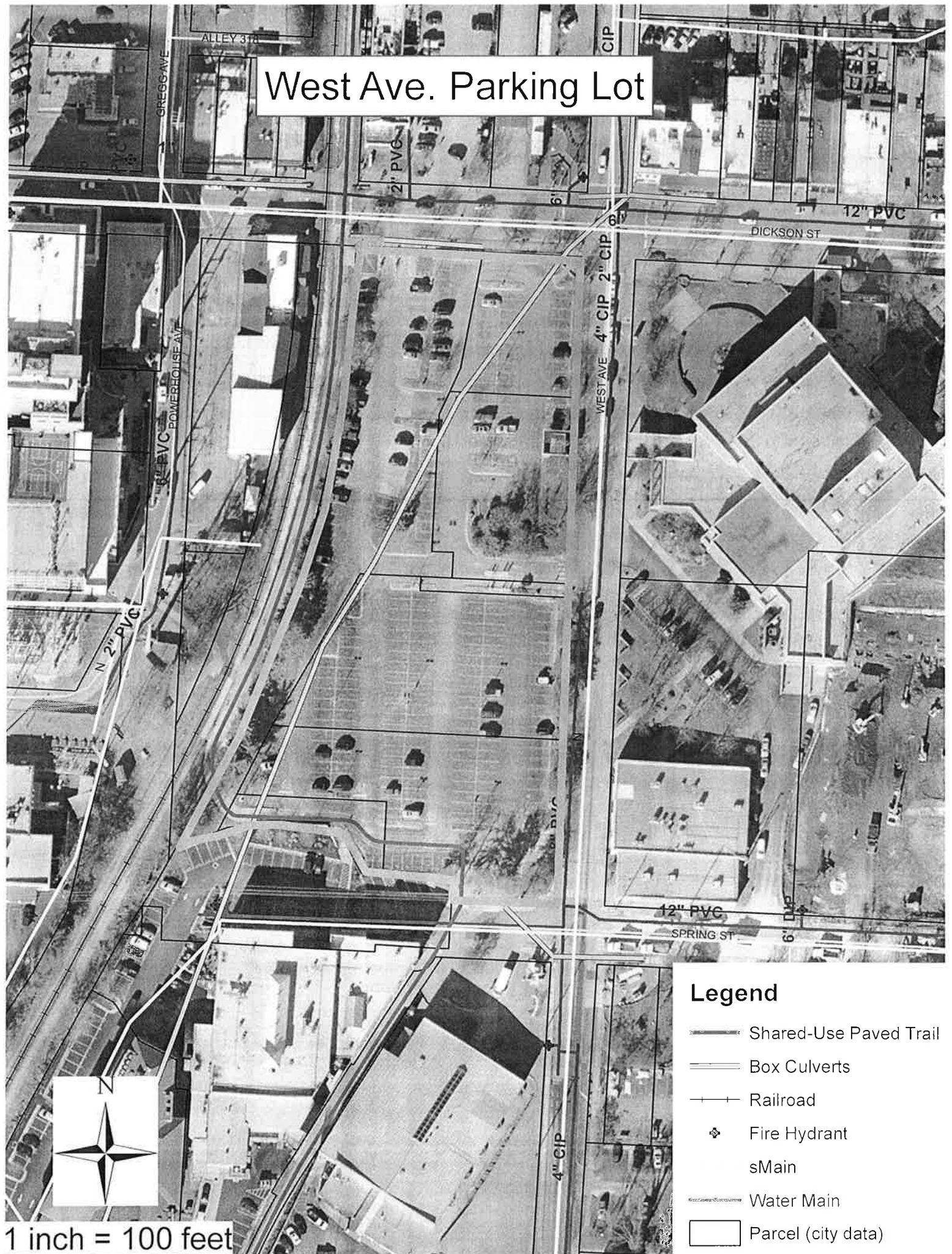
1 inch = 500 feet

Legend

- Shared-Use Paved Trail
- Box Culverts
- Railroad
- Parcel (city data)



West Ave. Parking Lot

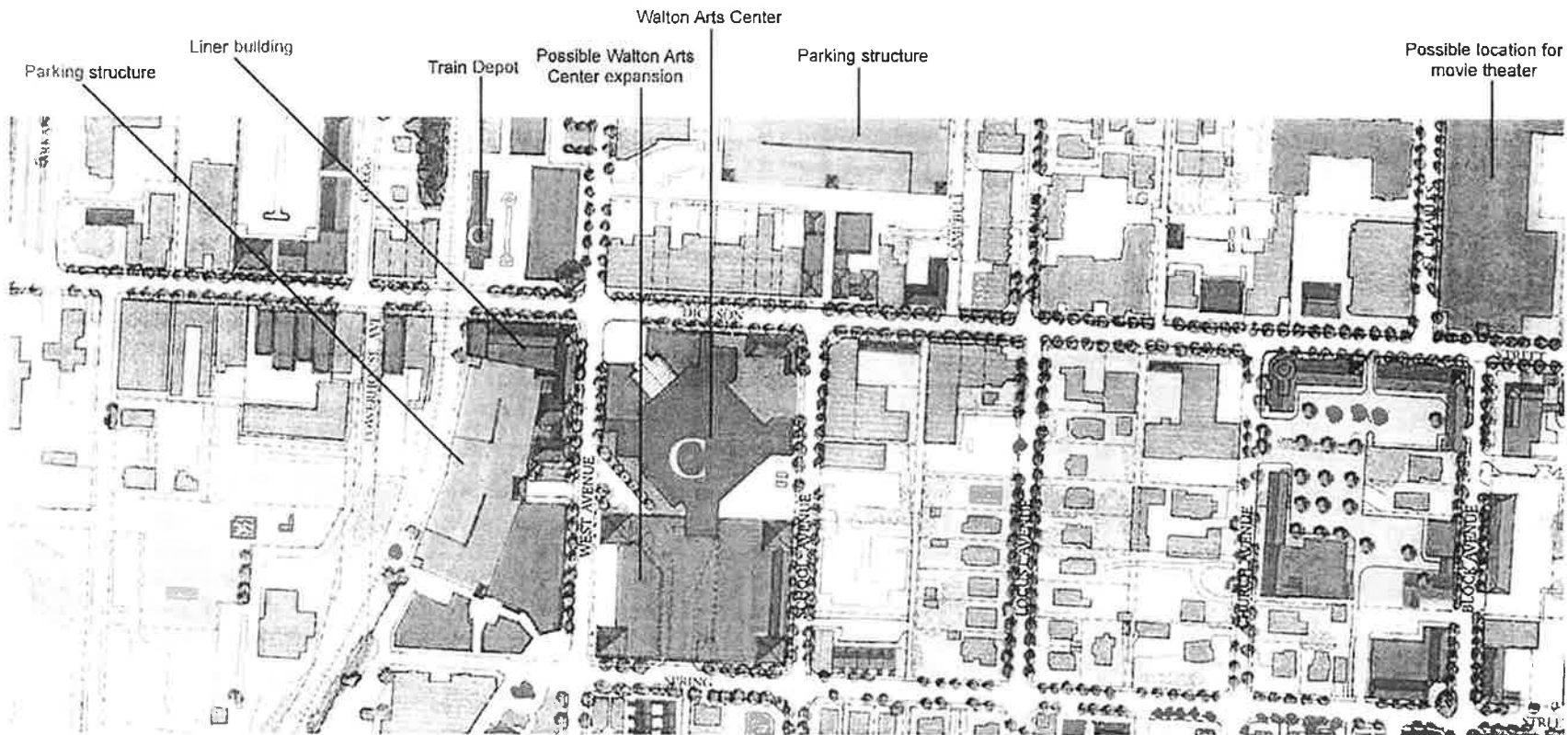


Legend

- Shared-Use Paved Trail
- Box Culverts
- Railroad
- Fire Hydrant
- sMain
- Water Main
- Parcel (city data)

Dickson Street is the social and entertainment backbone of Downtown. A mix of shops, restaurants, bars, and civic institutions are located along the street. The area has experienced recent reinvestment with the construction of the "Three Sisters" Building and other new developments and rehabilitation projects. In addition, the completion of recent street and infrastructure improvements have improved the street's physical form and character as a pedestrian-friendly area. The Downtown Master Plan provides for continued infill development and location of entertainment activities along Dickson Street.

The portion of Dickson Street from West Avenue to Block Avenue is highlighted in the plan as a centerpiece of the Cultural and Entertainment Overlay District. Specific sites for infill development are noted. The buildings are to front the street and are to create a walkable environment that connects the destinations north and south of Dickson Street. Parking is to be located both along the street and behind the buildings in parking garages.



A Parking Lot Transformed

The City parking lot adjacent to the Walton Arts Center is a strategic location for infill development. The natural spring is to be preserved and protected and the lot is to be redeveloped as a parking garage with a mix of uses lining the structure. By doing so, the street edges are to be completed along Dickson Street. In addition, the southern edge of the lot which faces the Nadine Baum Studios, and recently developed mixed-use building, will create an urban street scene where buildings face buildings. West Spring Street will become whole again.



W. Spring Street [at Nadine Baum Studios] today.



W. Spring Street [at Nadine Baum Studios] tomorrow.

Appraisal Report Format of

**Commercial Land located at:
N. West Avenue
Fayetteville, AR 72701**



As of:

January 26, 2016

Prepared for:

City of Fayetteville
115 S. Church Street
Fayetteville, AR 72701

Prepared by:

Avaluations, LLC
P.O. Box 2991
Fayetteville, AR 72702

January 28, 2016

City of Fayetteville
Attn: Wade Abernathy
115 S. Church Street
Fayetteville, AR 72701

RE: Appraisal of commercial land located at N. West Avenue, Fayetteville, AR 72701

Our file number: City of Fayetteville

Dear Mr. Abernathy,

In fulfillment of our agreement as outlined in the letter of engagement, Avaluations, LLC is pleased to transmit our Summary Appraisal Report developing an opinion of the fee simple estate in the above referenced real property as of January 26, 2016 on an “as is” basis. The opinion of value reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

The appraisal will be used by City of Fayetteville to establish a potential asking price. It may not be distributed to or relied upon by other persons or entities without written permission of Avaluations, LLC. However, City of Fayetteville may provide only complete, final copies of the appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan efforts. The appraisers are not required to explain or testify as to appraisal results other than to respond to the client for routine and customary questions.

Please note that our consent to allow an appraisal report prepared by Avaluations, LLC or portions of such report, to become part of or be referenced in any public offering, the granting of such consent will be at our sole discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter.

The following appraisal sets forth the most pertinent data gathered, the techniques employed and the reasoning leading to the opinion of value. The analysis, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the *Uniform Standards of Professional Appraisal Practice* (USPAP), the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, The Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), and Title XI Regulations.

Based on the analysis contained in the following report, the market value of the subject property is concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Effective Date	Value Conclusion
As Is	Fee Simple	January 26, 2016	\$5,478,000

The analysis contained in this appraisal is based upon assumptions and estimates that are subject to uncertainty and variation. These estimates are often based on data obtained in interviews with third parties, and such data are not always completely reliable. In addition, we make assumptions as to future behavior of consumers, and the general economy, which are highly uncertain. It is, however, inevitable that some assumptions will not materialize and that unanticipated events may occur which will cause actual achieved operating results to differ from the financial analyses contained in this report, and these differences may be material. Therefore, while our analysis was conscientiously prepared on the basis of our experience, and the data available, we make no warranty of any kind that the conclusions presented will, in fact, be achieved. Additionally, we have not been engaged to evaluate the effectiveness of management, and we are not responsible for future marketing efforts, and other management actions upon which actual results may depend.

We believe, based on the assumptions employed the value conclusion represents a market price achievable within 6 months prior to the effective date. The value conclusion was based upon the following extraordinary assumptions or hypothetical conditions.

Extraordinary Assumptions

An extraordinary assumption is defined by USPAP (2014 – 2015 Edition) as:

An assumption directly related to a specific assignment, as of the effective date of the assignment results, which if found to be false, could alter the appraiser's opinions or conclusions.

- No survey was provided for the subject site; therefore, this appraisal was performed based upon the extraordinary assumption that the indicated site size (taken from courthouse records) is accurate. If the reported site size is not accurate, then the indicated market value could be affected.

Hypothetical Conditions

A hypothetical condition is defined by USPAP (2014 – 2015 Edition) as:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purposes of analysis.

- The subject property consists of a public parking lot; however, at the request of the client this appraisal is being performed on the land only. Therefore, this report was performed based upon the hypothetical condition that the parking lot improvements do not exist.

We take no responsibility for any events, conditions, or circumstances affecting the market that exists subsequent to the effective date of this appraisal. This letter is invalid as an opinion of value if detached from the report, which contains the text, exhibits, and addenda.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis or if Avaluations, LLC can be of further service, please contact us.

Respectfully submitted,



Aaron Crawley, CG1562
Certified General Appraiser

Avaluations, LLC

P.O. Box 2991, Fayetteville, AR 72702

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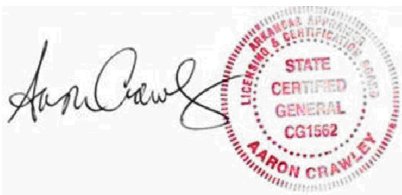
Section 1 - Summary of Salient Facts

EFFECTIVE DATE OF APPRAISAL:	January 26, 2016
LOCATION:	The subject property is located on the west side of N. West Avenue, at the southwest corner of the N. West Avenue/ W, Dickson Street intersection in Fayetteville, Arkansas. More generally, the subject property can be described as its street name: N. West Avenue, Fayetteville, Arkansas, in Section 16, Township 16 North, Range 30 West.
SITE DESCRIPTION:	The subject site consists of seven platted parcels of land, which are located on the west side of N. West Avenue and the south side of W. Dickson Street. Furthermore, the parcels are irregular shaped and contain approximately 123,745 square feet or 2.84 acres, subject to a survey. The site is level to gently sloping and has around 550' of frontage along N. West Avenue and around 190' of frontage along W. Dickson Street.
INTENDED USE AND USER OF APPRAISAL:	To estimate the value of the security to establish a potential asking price for the intended user – City of Fayetteville.
ESTATE APPRAISED:	Fee Simple
PROPERTY DESCRIPTION:	Commercial Land
LEGAL DESCRIPTION:	Part of Block 7 of the Original Town Plat of the City of Fayetteville, Washington County, Arkansas.
ZONING:	MSC; Main Street/ Center
PRESENT USE:	Public Parking Lot
HIGHEST & BEST USE:	As Vacant: It is estimated that the highest and best use of the subject property as though vacant would be for a mixed use commercial development with apartments and/ or offices above retail units.
RECONCILED “AS IS” VALUE:	\$5,478,000

Section 2 – Certification and Limiting Conditions

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT:

- ❖ The statements of facts contained in this report are true and correct.
- ❖ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
- ❖ I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- ❖ I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- ❖ My engagement in this assignment was not contingent upon the development or reporting predetermined results.
- ❖ My compensation for completing this assignment is not contingent upon the development and reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- ❖ My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- ❖ I, Aaron Crawley, have made a personal inspection of the property that is the subject of this report.
- ❖ No one provided significant real property appraisal assistance to the person signing this certification.
- ❖ As of the date of this report, I have completed the continuing education program from Practicing Affiliates of the Appraisal Institute.
- ❖ In compliance with USPAP standards, I certify that I **have not** performed services as an appraiser, or in any other capacity, regarding the subject property within a three-year period immediately preceding acceptance of this assignment.



Aaron Crawley, Certified General Appraiser
AR CG1562, exp. 6/30/2016
OK 13112CGA, exp. 2/28/2018

General Assumptions & Limiting Conditions

I suggest that anyone using this appraisal read the following limiting conditions and assumptions thoroughly. The acceptance and/or use of the appraisal report constitutes acceptance of the following conditions.

In rendering my opinions, I have made certain assumptions and my opinions are conditioned upon and are subject to certain qualifications including, but not limited to, the following:

Information Used

No responsibility is assumed for accuracy of information furnished by others or from others, including the client, its officers and employees, or public records. I am not liable for such information or for the work of contractors, subcontractors and engineers. The comparable data relied upon in this appraisal has been confirmed with one or more parties familiar with the transaction unless otherwise noted; all are considered appropriate for inclusion to the best of my factual judgment and knowledge.

Certain information upon which the opinions and values are based may have been gathered by research staff working with the appraiser. Names, professional qualifications and extent of their participation can be furnished to the client upon request.

Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical or engineering nature. No opinion is rendered as to the legal nature or condition of the title to the property, which is presumed to be good and marketable. The property is appraised assuming it is free and clear of all mortgages, liens or encumbrances, unless otherwise stated in particular parts of this report.

The legal description is presumed to be correct, but I have not confirmed it by survey or otherwise. I assume no responsibility for the survey, any encroachments or overlapping or other discrepancies that might be revealed thereby.

I have inspected, as far as possible by observation, the land and improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components, or any mechanical components within the improvement; as a result, no representation is made herein as to such matters unless otherwise specifically stated. The estimated market value assumes that no such conditions exist that would cause a loss of value. I do not warrant against the occurrence of problems arising from any of these conditions.

It is assumed that there are no hidden or unapparent conditions to the property, soil, subsoil or structures, which would render them more or less valuable. No responsibility is assumed for any such conditions or for any expense or engineering to discover them. All mechanical components are assumed to be in operating condition standard for the properties of the subject's type. The condition of the heating, cooling, ventilation, electric and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements, unless otherwise stated. No judgment is made as to the adequacy of insulation, engineering or energy efficiency of the improvements or equipment.

Information relating to the location or existence of public utilities has been obtained through verbal inquiry to the appropriate utility authority, or has been ascertained from visual evidence. No warranty has been made regarding the exact location or capacities of public utility systems. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated.

The appraisal is based on the premise that there is or will be full compliance with all applicable Federal, State and local environmental regulations and laws, unless otherwise stated in the report; and that all appropriate zoning, building and use regulations and restrictions of all types have been or will be complied with, unless otherwise stated in the report. It is assumed that all require licenses, consent, permits or other legislative or administrative authority, whether local, State, Federal, and/or private, have been or can be obtained or renewed for the use intended and considered in the value estimate.

Component Values

The distribution of the total valuation of this report between land and improvements applies only under the proposed program of utilization. The separate valuations of land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.

A report related to an estate that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this fractional interest, plus the value of all other fractional interests, may or may not equal the value of the entire fee simple estate considered as a whole.

A report relating to the geographic portion of a larger property applies only to such geographic portion and should not be considered as applying with equal validity to other portions of the larger property or tract. The value for such geographic portions, plus the value of all other geographic portions, may or may not equal the value of the entire property or tract considered as a single entity.

All valuations in the report are applicable only under the estimated program of the highest and best use and are not necessarily appropriate under other programs of use.

Auxiliary and Related Studies

No environmental or impact studies, special market study or analysis, highest and best use analysis study or feasibility study has been requested or made by us unless otherwise specified in this report or in my agreement for services. I reserve the unlimited right to alter, amend, revise or rescind any of these statements, findings, opinions, values, estimates or conclusions upon any subsequent study or analysis or previous study or analysis that subsequently becomes available to us.

Dollar Values, Purchasing Power

The value estimates and the costs used herein are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the United States dollar as of the date of value estimate.

Inclusions

Furnishings and equipment or business operations, except as otherwise specifically indicated, have been disregarded, with only the real estate being considered.

Proposed Improvements Conditioned Value

For the purpose of this appraisal, on- or off-site improvements proposed, if any, as well as any repairs required, are considered to be completed in a good and workmanlike manner according to information submitted and/or considered by us. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. The estimate of value, as proposed, is as of the date shown, as if completed and operating at levels shown and projected.

Value Change, Dynamic Market Influences

The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply and demand, terms of sale, motivation and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property both physically and economically in the marketplace.

The estimate of value in this report is not based in whole or in part upon race, color or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In the event this appraisal includes the capitalization of income, the estimate of value is a reflection of such benefits and my interpretation of income and yields and other factors which were derived from general and specific market information. Such estimates are made as of the date of the estimate of value. As a result, they are subject to change, as the market is dynamic and may naturally change over time. The date upon which the value estimate applies is only as of the date of valuation, as stated in the letter of transmittal. The appraisal assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinion stated herein.

An appraisal is the product of a professionally trained person, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based upon the same facts. Thus, the appraiser warrants only that the value conclusions are his best estimate as of the date of valuation. There are no guaranties, either written or implied, that the property would sell for the expressed estimate of value.

Sales History

Unless otherwise stated, the appraiser has not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of my knowledge, this information is accurate, but not warranted.

Management of the Property

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management over the entire life of the property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.

Confidentiality

We are not entitled to divulge the material (evaluation or valuation) content of this report and analytical findings or conclusions, or give a copy of this report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute, as they may request in confidence for ethic enforcement, or by a court of law with the power of subpoena.

All conclusions and opinions concerning the analyses as set forth herein are prepared by the appraisers whose signatures appear. No change of any item in the report shall be made by anyone other than the appraiser, and the firm shall have no responsibility if any such unauthorized change is made.

Whenever our opinion herein with respect to the existence or absence of fact is qualified by the phrase or phrases "to the best of our knowledge", "it appears" or "indicated", it is intended to indicate that, during the course of our review and investigation of the property, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts.

The client shall notify the appraiser of any error, omission or invalid data herein within 10 days of receipt and return of the report, along with all copies, to the appraiser for corrections prior to any use whatsoever. Neither our name nor this report may be used in connection with any financing plans which would be classified as a public offering under State or Federal Security Laws.

Copies, Publication, Distribution, Use of Report

Possession of this report, or any copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report remains the property of the firm for the use of the client, with the fee being for the analytical services only. This report may not be used for any purpose by any person or corporation other than the client or the party to whom the report is addressed. Additional copies may not be made without the written consent of an officer of the firm, and then only in its entirety.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations effort, news, sales or other media without my prior written consent and approval of the client.

It has been assumed that the client or representative thereof, if soliciting funds for his project, has furnished to the user of this report complete plans, specifications, surveys and photographs of land and improvements, along with all other information which might be deemed necessary to correctly analyze and appraise the subject property.

Trade Secrets

This appraisal was obtained from Avaluations, LLC or related companies and/or its individuals and consists of "trade secrets and commercial or financial information" which is privileged and confidential. Notify the appraisers signing the report or an officer of Avaluations, LLC of any request to reproduce this report in whole or in part.

Testimony, Consultation, Completion of Contract for Appraisal Services

A contract for appraisal, consultation or analytical services is fulfilled and the total fee payable upon completion of the report. The appraisers or those assisting in the preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal in full or in part, nor will they be asked or required to engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee.

Any subsequent copies of this appraisal report will be furnished on a cost plus expenses basis, to be negotiated at the time of request.

Limit of Liability

Liability of the firm and the associates is limited to the fee collected for preparation of the appraisal. There is no accountability or liability to any third party.

Fee

The fee for this appraisal or study is for the service rendered, and not for time spent on the physical report. The acceptance of the report by the client takes with it the agreement and acknowledgement that the client will pay the negotiated fee, whether said agreement was verbal or written. The fee is in no way contingent on the value estimated.

Section 3 –Assignment Overview and Scope of Work

Date of Inspection

The subject was inspected on January 26, 2016.

Date of Value and Interest Appraised

The date of value and interest appraised is summarized in the following table:

Market Value Date		
As Is	Fee Simple	January 26, 2016

Date of Report

The date of report is January 28, 2016.

Purpose of Appraisal

The purpose of this appraisal was to estimate the “as is” market value of the subject property as of the effective date of appraisal. The current economic definition agreed upon by agencies that regulate federal financial institutions in the U.S. (and used herein) is contained in Section 4 of this report.

Intended Use and User of Appraisal

The intended use of this report is to estimate the value of the land to establish a potential asking price for the intended user – City of Fayetteville.

Competency of Appraisers

The appraisers' specific qualifications are included within this report. These qualifications serve as evidence of their competence for the completion of this appraisal assignment in compliance with the competency provision contained within the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Standards Board of the Appraisal Foundation. The appraisers' knowledge and experience, combined with their professional qualifications, are commensurate with the complexity of this assignment based on the following:

- ❖ Professional experience
- ❖ Educational background and training
- ❖ Business, professional, academic affiliations and activities

The appraisers have previously provided consultation and value estimates for similar land and various types of commercial properties in Northwest Arkansas.

Scope of the Appraisal

The scope of this appraisal assignment involves the completion of several steps performed within the guidelines of commonly accepted appraisal procedures. The scope of the assignment relates to the extent and manner in which research is conducted, data is gathered and analysis is applied, all based upon the purpose of the appraisal and its intended use, as previously outlined. Avaluations, LLC completed the following steps for this assignment:

The subject property was identified to the appraiser by the client providing the property address and the current owner's name. A tax card and plat were pulled for that address via a third party provider. The property boundaries were pointed out to the appraiser by the City of Fayetteville and the Washington County GIS mapping software.

The following approaches to value have been considered in the scope of work decision for the main "Value Opinion":

- The Direct Comparison Approach was performed.

Please be aware that the term "Inspection" may be used on some standard appraisal forms which the appraiser cannot modify. The term inspection found anywhere in this report is to mean a "Personal Visual Inventory" of the subject's or comparable property's components. This is opposed to a "Home Inspection", which investigates the appropriateness and soundness of various components of the improvements.

The American Disability Act (ADA) became effective January 26, 1992. The appraiser has not made a specific compliance survey or analysis of the property or comparables to determine whether or not they are in conformity with one or more of the requirements of the act.

Extent of Research of the Subject Property

The Census Tract information for the subject property was obtained from a third party provider based on the property address via my appraisal software. The flood zone information for the subject property was obtained from a third party provider based on the property address via my appraisal software. The subject property's zoning was obtained from the planning department at the City of Fayetteville.

I, Aaron Crawley, did personally make a visual inventory of the subject property while walking over the land. I am familiar with the subject neighborhood and the market area. I have worked in and around this area for a number of years. I did drive through parts of this neighborhood in conjunction with this assignment.

Unless a professional home inspection, structural engineer study, or similar report was provided to the appraiser; the subject property information was obtained by a method of data gathering known as a "Personal Visual Inventory". This consists of the appraiser compiling notes of what components are there and how many of them there are. This personal visual inventory may be made on-site or from the curb, but not from photos or a video presentation. The extent of the subject property accessed was stated above; and did not include accessing any part of the property that could not be walked through in an upright manner, or that required the use of special equipment such as a ladder. None of the property components were dissected or inspected by the appraiser.

Neither police records nor past issues of newspapers have been researched concerning the subject property's past use for anything that might affect the safety or health of present and future occupants. This includes but is not limited to the by-products of methamphetamine production, infectious disease, or environmental hazards.

If available in the normal course of business the appraiser has evaluated any previous sales within the past 3 years prior to the effective date of the appraisal, and current contract, listing, or option of the subject property for its applicability in forming an opinion of current market value and/or marketability.

Extent of the Analysis & Associated Research

The following analysis and associated research have been performed in conjunction with the main opinion of value:

The Direct Sales Comparison was performed by an analysis in which the subject is compared to similar properties that have a recent marketing history.

An opinion of the value was formed by the Direct Sales Comparison Approach. A quantitative line by line adjustment grid was utilized. Many of the property characteristics were considered including; the size of the improvements, land size, date of sale, view, topography and location.

The comparable properties were obtained from a thorough search of office files, the local MLS and/or Tax office. The tax data was supplied by a third party provider. The physical property characteristics, sales price, and date were not verified by any other source. However, the second hand data records were analyzed for errors and inconsistencies. The records with errors and discrepancies and records that showed a large discrepancy from the other data was not used.

Previous Market Activity of the Subject

The subject property has not sold or transferred within the past three years prior to the effective date of this report. The subject has been under its current ownership since 1990. Also, no listings of the subject property were found within the past year prior to the effective date of this report, per the Northwest Arkansas Regional MLS, Xceligent and CoStar data sources.

Interest Appraised:

Fee Simple Interest

Exposure Time:

An estimate of exposure time is not intended to be a prediction of a date of sale or a simple one-line statement. Instead, it is an integral part of the appraisal analysis and is based on one or more of the following:

- ❖ statistical information about days on the market
- ❖ information gathered through sales verification
- ❖ interviews of market participants.

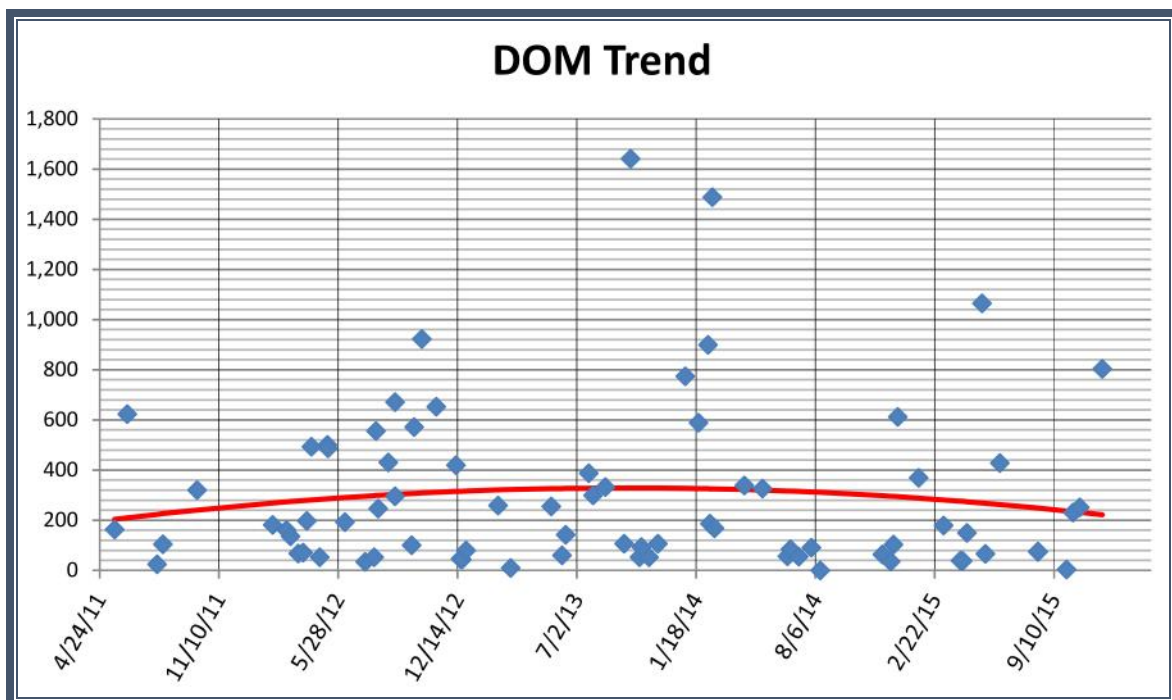
The reasonable exposure period is a function of price, time, and use. It is not an isolated estimate of time alone. Exposure time is different for various types of real estate and under various market conditions.

Exposure time is the estimated length of time the property would have been offered prior to a hypothetical market value sale on the effective date of appraisal. It is a retrospective estimate based on an analysis of recent past events, assuming a competitive and open market. It assumes not only adequate, sufficient, and reasonable time but also adequate, sufficient, and reasonable marketing effort. Exposure time is therefore interrelated with appraisal conclusion of value.

In consideration of these factors, we have analyzed the following:

- ❖ exposure periods of comparable sales revealed during the course of this appraisal;
- ❖ Macroeconomic exposure times for the subject property type across the Subject MSA and the entire United States as published in multiple articles and websites.
- ❖ knowledgeable real estate professionals.

The following chart indicates a regression analysis of land sales within a 2-mile radius around the subject property that have sold over the past few years.



The above regression analysis indicates the days on market for land sales within a 2-mile radius around the subject have slightly declined over the past year and is currently falling around 200 days. Based on the foregoing analysis, an exposure time of 6 months is reasonable, defensible, and appropriate. Avaluations, LLC assumes the subject would have been competitively priced and aggressively promoted regionally.

Marketing Time:

Marketing time is the period a prospective investor would forecast to sell the subject property immediately after the date of value, at the value estimated. The marketing time is an estimate of the number of months it will require to sell the subject from the date of value, into the future. The anticipated marketing time is essentially a measure of the perceived level of risk associated with the marketability, or liquidity, of the subject property. The marketing time estimate is based on the data used in estimating the reasonable exposure time, in addition to an analysis of the anticipated changes in market conditions following the date of appraisal. The future price for the subject (at the end of the marketing time) may or may not equal the appraisal estimate. The future price depends on unpredictable changes in the physical real estate, demographic and economic trends, real estate markets in general, supply/demand characteristics for the property type, and many other factors.

Based on the premise that present market conditions are the best indicators of future performance, a prudent investor will forecast that, under the conditions described above, the subject will require a marketing time of 6 months.

Section 4 – Definitions

Market Value

The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions under which: (a) buyer and seller are typically motivated; (b) both parties are well informed or well advised, and each acting in what he considers his own best interests; (c) a reasonable time is allowed for exposure in the open market; (d) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (e) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

Fee Simple Interest

Absolute ownership unencumbered by any other interest or estate; subject only to the limitations of eminent domain, escheat, police power, and taxation.²

Highest and Best Use

Highest and best use is defined as: (1) the reasonable and probable use that supports the highest present value of vacant land or improved property, as defined, as of the date of the appraisal; (2) the reasonably probable and legal use of land or sites as though vacant, found to be physically possible, appropriately supported, financially feasible, and that results in the highest present land value; and (3) the most profitable use.

Implied in these definitions is that the determination of highest and best use takes into account the contribution of a specific use to the community and community development goals as well as the benefits of that use to individual property owners. Hence, in certain situations the highest and best use of land may be for parks, greenbelts, preservation, conservation, wildlife habitats, and the like.³

Depreciation

In appraising, a loss in property value from any cause; the difference between the reproduction or replacement cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date.²

¹ Uniform Standards of Professional Appraisal Practice, Page I-7; Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62; Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42; FDIC, 12 CFR Part 323, Sec. 323.2; Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2; National Credit Union Administration, 12 CFR Part 722, Sec. 722.2.

² American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal, 1984

³ Ibid

Direct Capitalization

A method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the income estimate by an appropriate rate or by multiplying the income estimate by an appropriate factor.²

Gross Building Area (GBA)

The total floor area of a building, including below-grade space but excluding unenclosed areas, measured from the exterior of the walls.²

Land to Building Ratio

The proportion of land area to gross building area; typical land-to-building ratios for properties combine land and building components into a functional economic unit.²

Net Operating Income (NOI)

The actual or anticipated net income that remains after all operating expenses are deducted from effective gross income, but before mortgage debt service and book depreciation are deducted; may be calculated before or after deducting replacement reserves.²

Paired Data Analysis

A quantitative technique used to identify and measure adjustments to the sale prices or rents of comparable properties; to apply this technique, sales or rental data on nearly identical properties area analyzed to isolate a single characteristic's effect on value or rent.²

Uniform Standards of Professional Appraisal Practice (USPAP)

Current standards of the appraisal profession, developed for appraisers and the users of appraisal services by the Appraisal Standards Board of the Appraisal Foundation. The Uniform Standards set forth the procedures to be followed in developing an appraisal, analysis, or opinion and the manner in which an appraisal, analysis, or opinion is communicated. They are endorsed by the Appraisal Institute and by other professional appraisal organizations.²

Vacancy and Collection Loss

An allowance for reductions in potential income attributable to vacancies, tenant turnover, and nonpayment of rent.²

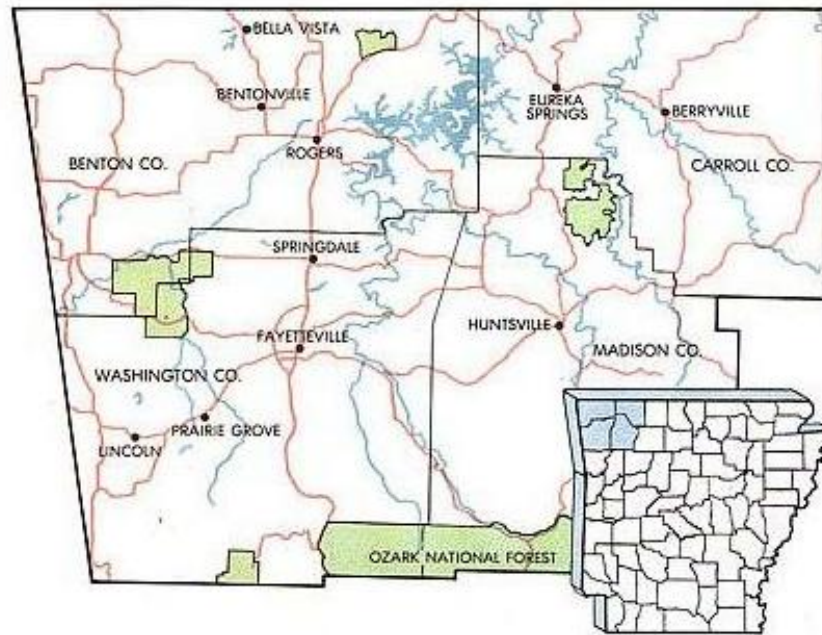
¹ Uniform Standards of Professional Appraisal Practice, Page I-7; Federal Reserve System, 12 CFR Parts 208 and 225, Sec. 225.62; Office of the Comptroller of the Currency, 12 CFR Part 34, Sec. 34.42; FDIC, 12 CFR Part 323, Sec. 323.2; Office of Thrift Supervision, 12 CFR Part 564, Sec. 564.2; National Credit Union Administration, 12 CFR Part 722, Sec. 722.2.

² American Institute of Real Estate Appraisers, The Dictionary of Real Estate Appraisal, 1984

³ Ibid

Section 5 – Presentation of Data Collected

Northwest Arkansas Region - Fayetteville-Springdale-Rogers MSA



The Northwest Arkansas region is defined as the Fayetteville-Springdale-Rogers Metropolitan Statistical Area, which is composed of Benton, Madison and Washington counties in Arkansas and McDonald County in Missouri. The Northwest Arkansas region has the following attributes:

- Population around 500,000
- Annual population growth around 1.9%
- Employed workforce of around 232,136
- Unemployment rate among the lowest in the U.S., currently around 4.2%
- One of the safest metropolitan areas in the U.S.
- Gross metro product around \$21 billion
- Per capita personal income around \$34,130

Industry giants like Tyson Foods, Wal-Mart Corp., and J.B. Hunt trucking provide strong employment opportunities with current employment numbers falling just over 232,000 for the region. Employment in the region is led by the trade, transportation and utilities sector and is relatively concentrated in the professional and business services sector, the government sector and the manufacturing sector. Education and health services and the leisure and hospitality sectors are growth sectors in Northwest Arkansas.

The number of professionals employed by the industry giants mentioned above and other companies in the area have raised the per capita personal income for the area. However, the cost of living index for the area has remained relatively stable and is below the national average. A cost of living index is calculated based on the spending categories of housing costs, food and groceries costs, transportation costs, healthcare costs and other costs such as clothing and entertainment. Based on these factors, the Northwest Arkansas cost of living index is 91, which is compared against the nation average of 100.

The MSA is serviced by Interstate 540 and the Arkansas-Missouri Railroad by land; and the Northwest Arkansas Regional Airport by air. Distances by highways to major cities are as follows: Dallas – 358 miles; Little Rock – 204 miles; Memphis – 316 miles; Kansas City – 240 miles; and Tulsa – 128 miles.



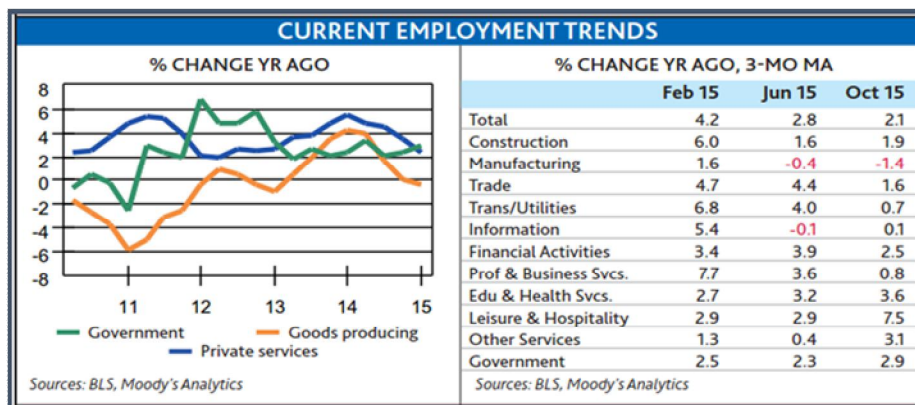
The following data is a brief explanation of the current market conditions for the Fayetteville-Springdale – Rogers MSA. The data was obtained from Moody's Economy.com.

2009	2010	2011	2012	2013	2014	INDICATORS	2015	2016	2017	2018	2019	2020
17.4	18.2	18.4	19.1	20.0	20.7	Gross metro product (C09\$ bil)	21.5	22.9	24.2	25.2	26.0	26.7
-4.2	4.4	1.3	3.3	4.7	3.7	% change	4.1	6.4	5.6	4.2	3.2	2.7
199.4	200.2	204.2	209.5	214.8	223.9	Total employment (ths)	229.5	233.3	238.4	243.5	247.3	249.5
-3.8	0.4	2.0	2.6	2.5	4.2	% change	2.5	1.7	2.2	2.1	1.6	0.9
6.5	6.7	6.4	5.8	5.5	4.5	Unemployment rate (%)	4.0	3.8	3.8	3.7	3.6	3.7
-1.3	4.0	8.2	9.4	3.5	5.9	Personal income growth (%)	5.2	2.7	4.5	5.5	4.2	3.4
44.4	44.8	45.3	46.2	47.9	50.1	Median household income (\$ ths)	52.3	52.7	54.1	55.7	56.7	57.4
455.1	465.7	474.2	483.0	492.4	501.7	Population (ths)	511.9	522.3	532.9	543.8	556.7	570.5
1.9	2.3	1.8	1.9	1.9	1.9	% change	2.0	2.0	2.0	2.0	2.4	2.5
4.2	6.5	4.7	5.1	5.4	5.4	Net migration (ths)	6.3	6.5	6.7	7.0	9.1	9.9
1,067	1,081	1,289	1,906	2,391	2,639	Single-family permits (#)	3,296	3,218	3,537	3,655	3,540	3,568
684	140	48	160	133	965	Multifamily permits (#)	1,040	1,772	1,439	1,575	1,644	1,698
161.4	151.8	145.1	146.1	152.5	159.4	FHFA house price (1995Q1=100)	164.1	166.0	169.1	172.2	176.1	181.3

“The Fayetteville-Springdale-Rogers expansion is firing on all cylinders led by healthcare, food manufacturing, and financial services. A population expanding at more than twice the national average has spurred rapid hiring at hospitals and other healthcare providers capitalizing on increasing demand. Elsewhere, local food manufacturers are expanding in order to keep up with rising national consumption of products such as chicken and other foodstuffs. Financial services have also boomed driven by rising residential and commercial construction activity along with increasing lending volumes. The increasingly tight labor market has also driven robust growth in consumer industries in recent months thanks to greater household spending. The unemployment rate dropped to 3.8% in October, and is now more than 1 percentage point below the national average.

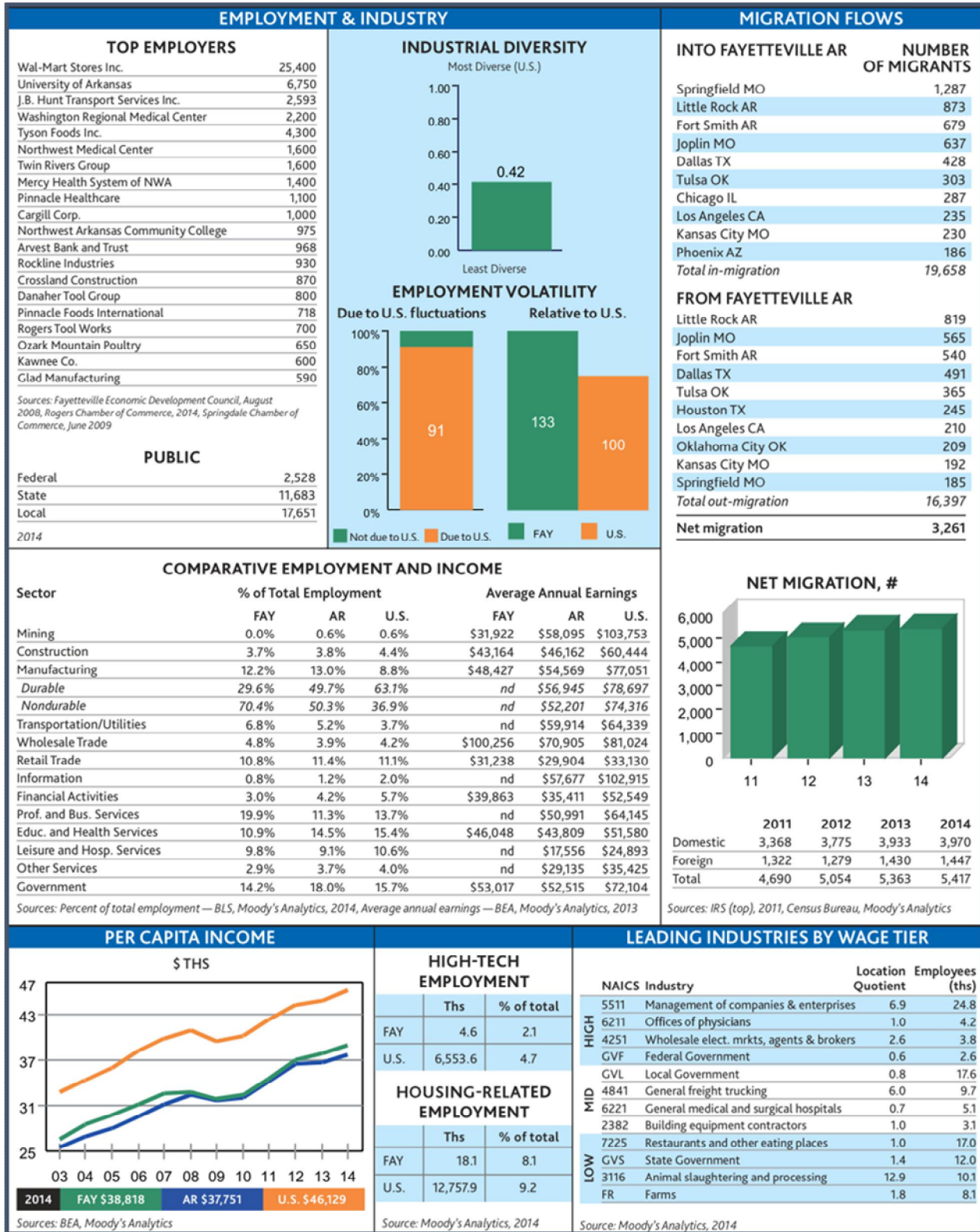
ECONOMIC HEALTH CHECK						
3-MO MA						
	May 15	Jun 15	Jul 15	Aug 15	Sep 15	Oct 15
Employment, change, ths	0.2	0.3	0.1	0.1	0.1	0.4
Unemployment rate, %	4.2	4.2	4.2	4.1	3.9	3.8
Labor force participation rate, %	64.7	64.8	64.7	64.7	64.7	64.8
Employment-to-population ratio, %	62.0	62.1	62.0	62.1	62.2	62.3
Average weekly hours, #	34.8	34.7	34.6	34.6	34.7	34.7
Industrial production, 2007=100	106.1	105.8	105.7	106.0	106.4	106.5
Residential permits, single-family, #	3,440	3,542	3,408	3,352	3,347	3,267
Residential permits, multifamily, #	177	143	997	1,765	1,803	1,579
Better than prior 3-mo MA Unchanged from prior 3-mo MA Worse than prior 3-mo MA						
Sources: BLS, Census Bureau, Moody's Analytics						

White-collar services job growth will also accelerate over the next few years. Consulting firms, corporate headquarters and marketing companies are boosting hiring as a rising proportion of the population attains postsecondary degrees. Approximately 28% of the population now holds a bachelor's degree, up from only 23% a decade ago. For example, top employer J.B. Hunt Transport Systems is expanding its corporate headquarters in Lowell and adding more than 1,000 positions. Rising demand for goods through such channels as e-commerce is bolstering the need for workers with higher skills. There will be a small offsetting frag from recently announced layoffs at mega retailer Walmart. The company is laying off 450 workers from its headquarters because of slowing sales growth and a shift toward online shopping.



Despite the slowdown in hiring over the past couple of quarters, food manufactures will be a major source of growth over the next few years. Low input costs are already bolstering good manufactures' profit margins including the key chicken processing segment. Sizable national wheat and corn harvests over the past two growing seasons have put downward pressure on feed costs. The price of corn and wheat used in chicken feed remain near multiyear lows, which have helped local chicken manufactures free up cash flow to reinvest into new machinery and equipment.

Chicken demand is rising across the nation as consumers are increasingly substituting it in favor of more expensive protein options including beef and pork. In addition, foreign demand for locally produced chicken is in a secular growth phase. Specifically, an expanding middle class in Asia and Latin America is putting upward pressure on meat consumption because of rising standards of living and wages.



Health services will also be a key pillar of strength over the next decade. Capital spending among local healthcare providers is ramping up on order to keep pace with a population that is growing two and a half times the national average. For example, Arkansas Children's Hospital System is building a \$184 million hospital in Springdale that will include an emergency department, operating rooms and imaging facilities. Rising demand for pediatric care spurred by a growing population of infants and children is driving the increased investment. In addition, Washington Reginal Medical Center is constructing a \$60 million five-story tower that will expand women's health services.

STRENGTHS & WEAKNESSES	
STRENGTHS	
» Headquarters of several industry leaders.	
» Home to large research university.	
» Support to private research firms from Arkansas Research and Technology Park.	
» Strong in-migration and favorable age structure.	
WEAKNESSES	
» Above-average employment volatility.	
» Less broad-based job creation compared with the national average.	

FORECAST RISKS		
SHORT TERM		LONG TERM
	↑	↑
RISK EXPOSURE 2015-2020	156	2nd quintile Highest=1 Lowest=401
UPSIDE		
» Chicken exports rise, providing extra income for producers.		
» Out-of-area firms boost hiring of white-collar staff to take advantage of low business costs.		
» Strong population growth generates more healthcare jobs than expected.		
DOWNSIDE		
» Grain prices rebound, compressing margins at food processors and restraining hiring.		

The Fayetteville-Springdale-Rogers expansion will accelerate in 2016 driven by food manufacturing, professional services and healthcare. Over the long term, employment growth will outperform the national average thanks to superior demographics.”

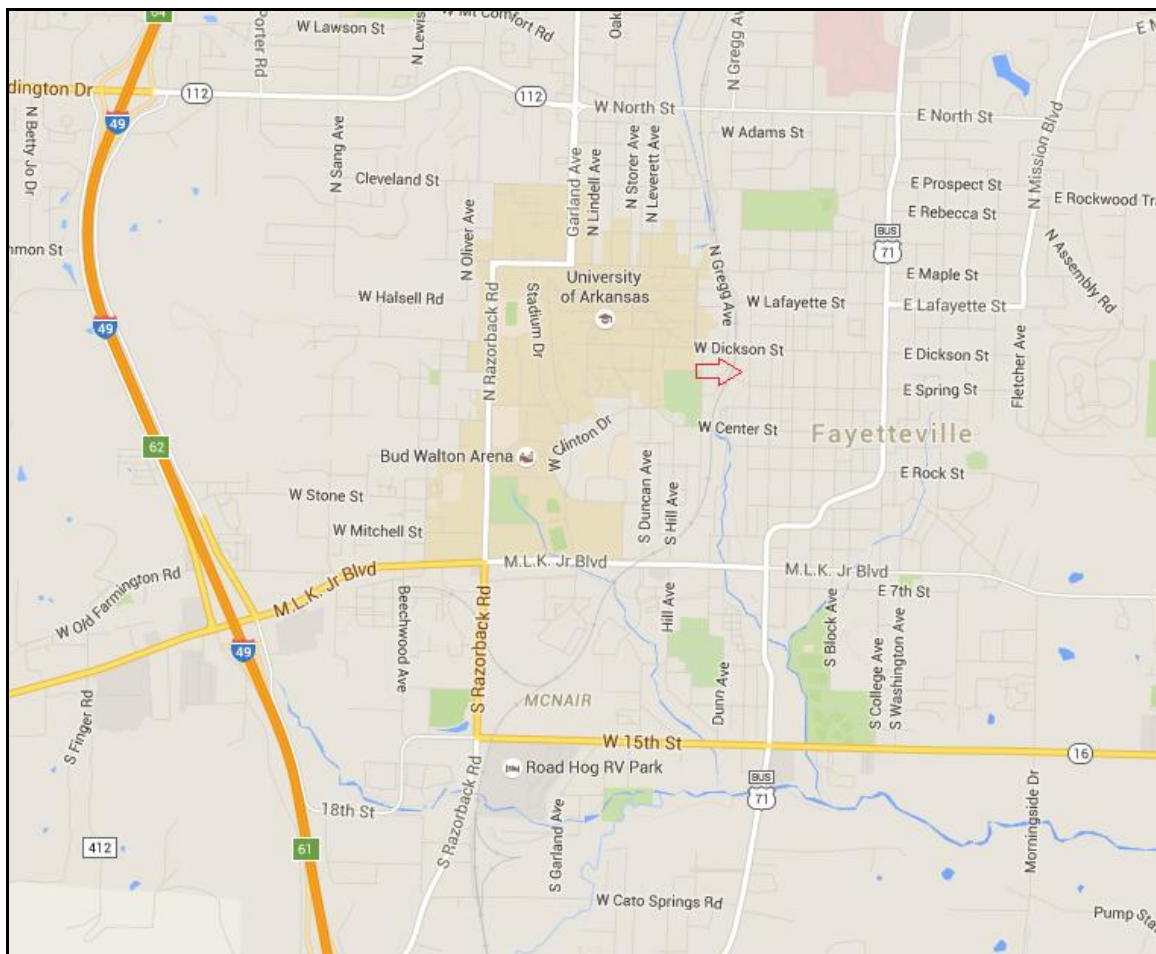
Neighborhood Data

A neighborhood is defined by the Dictionary of Real Estate Appraisal (10th Edition) as:

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

The subject is located in the central section of Fayetteville, Arkansas. The subject neighborhood can be characterized as an established neighborhood that is predominantly single and multi-family residential uses with commercial facilities located along the major thoroughfares.

The neighborhood boundaries are best described as follows: North Street to the north; Interstate 49 to the west; Cato Springs Road to the south; and College Avenue to the east.



Primary access to the neighborhood is from Interstate 49, which runs north and south; College Avenue (Highway 71B.), which runs north and south; Martin Luther King Jr. Blvd. (Highway 62), which runs east and west; North Street/ Wedington Drive, which runs east and west; Razorback Road, which runs north and south; and 15th Street (Highway 16), which runs east and west. Secondary access is from Gregg Avenue, Cato Springs Road and Center Street. Road access in the neighborhood is good.

Primary employment centers in the neighborhood consist of a variety of small and medium size companies which have retail, offices, warehouses and open display commercial facilities throughout the neighborhood and city. Also, a very large employer – The University of Arkansas – is located within the subject neighborhood and provides employment to a large number of people throughout the subject neighborhood and all of Northwest Arkansas.

A general outlook of the neighborhood is as follows:

Predominant Age of Improvements: 40 years
Predominant Quality and Condition: Average
Approximate Percent Developed: 90%
Percent Developed as Single-family: 70%
Prevailing Single-family Price Range: \$150,000 - \$250,000
Life Cycle Stage: Growing to Stable
Infrastructure/Planning: Average
Predominant Location of Undeveloped Land: South
Prevailing Direction of Growth: West
Subject's Immediate Surrounding Land Use:
North – Bank and Restaurants
South – Mixed-Use Facility, Condominiums and Theatre Squared
East – Walton Arts Center, Restaurant and Public Parking Lot
West – Bar/ Night Club, Mixed-Use Facility and Restaurants

During the last five years, the subject's neighborhood has grown with several new multi-family residential developments and new commercial facilities. Most of the commercial growth in the area is occurring to the south of the subject along Martin Luther King Jr. Blvd. This new commercial development consists of restaurants, retail buildings, convenience store and a new Walmart Neighborhood Market. Several new multi-family residential developments have been built, or are currently under construction, to service the increasing student population at the University of Arkansas. It should be noted that the subject site is located in the center of the entertainment district and just west of the Walton Arts Center, which is currently undergoing a \$23 million expansion and renovation.

In summary, the neighborhood is in the growing to stable stage of its life cycle with a mix of residential and commercial development activity over the past few years. Single and multi-family housing has seen good demand of late as building activity has increased over the past few years. Demand for commercial office and retail space in the neighborhood is expected to slightly increase in the short term. Given the history of the neighborhood and present market conditions, it is my opinion that the values in the subject neighborhood are expected to remain stable to slightly increase in the near future.

Site Description

General Site Information	
Address:	N. West Avenue Fayetteville, Arkansas 72701
Current Owner	According to the Washington County Assessor's Office, the current owner of record is the City of Fayetteville.
Legal Description	Part of Block 7 of the Original Town Plat of the City of Fayetteville, Washington County, Arkansas.
Assessor's Parcel Number	765-01739-000; 765-01740-000; 765-01742-000; 765-01743-002; 765-01743-003; 765-01744-000; 765-01745-002.
Assessed Value	\$0 (Exempt)
Millage	0.05475
2015 Taxes (Gross)	\$0 (Exempt)
Physical Characteristics of the Site	
Total Site Area:	123,745 square feet or 2.84 acres, subject to a survey.
Frontage:	~550' along N. West Avenue ~190' along W. Dickson Street
Shape of Tract:	Irregular
Topography:	Level to Gently Sloping
Corner Influence:	The subject is a corner lot (southwest corner of the N. West Avenue/ W. Dickson Street intersection).
Easements:	None noted that influence property value, typical utility easements appear to exist.
Encroachments:	None noted from site visit, encroachments subject to survey.
Utilities to Site:	Sewer..... Public Water..... Public Electric..... Public Natural Gas..... Public
Sidewalks:	There are public sidewalks on the subject street.

Flood Designation:	The subject is located on F.E.M.A. Panel #05143C0210F dated 05/16/2008. According to this map, the subject is not in the 100- or 500-year floodplain as it lies within flood zone X.
Surface Drainage:	Appears adequate with no noticed standing water
Soils:	A soil analysis for the site has not been provided for the preparation of this appraisal. In the absence of a soil report, it is a specific assumption that the site has adequate soils to support the highest and best use.
Subsurface Conditions:	It is assumed that there are no hidden or unapparent conditions to the property, soil, or subsoil, which would render them more or less valuable. Subsurface oil, gas or mineral rights were not considered in this report unless otherwise stated.
Economic Factors Affecting the Site	
Supply of Vacant Tracts:	The subject neighborhood is approximately 90% built up; a limited amount of vacant land is available.
Demand for Vacant Tracts:	The supply-demand factors seem to be in balance at this time. Some teardowns are starting to occur, and a limited amount of vacant commercial land is available.
Traffic Pattern/Volume:	The subject lies along a secondary thoroughfare, traffic counts are considered to be average for this market.
Zoning	
Current Zoning	MSC; Main Street/Center
Zoning Authority	City of Fayetteville
Zoning Description	A greater range of uses is expected and encouraged in the Main Street/Center. The Center is more spatially compact and is more likely to have some attached buildings than Downtown General or Neighborhood Conservation. Multi-story buildings in the Center are well-suited to accommodate a mix of uses, such as apartments or offices above shops. Lofts, live/work units, and buildings designed for changing uses over time are appropriate for the Main Street/Center. The Center is within walking distance of the surrounding, primarily residential areas. For the purposes of Chapter 96: Noise Control, the Main Street/Center district is a commercial zone.

Permitted Uses

Permitted uses within this district include: city-wide uses by right; cultural and recreational facilities; government facilities; single-family dwellings; two-family dwellings; three-family dwellings; eating places; hotel, motel and amusement services; shopping goods; transportation trades and services; commercial recreation, small sites; home occupations; offices, studios and related services; multi-family dwellings; liquor store; cottage housing development; or small scale production.

Bulk Use Restrictions	Max. Structure Height	Max. Building Coverage	
	56'-84'	N/A	
Minimum Setback Requirements	Front	Side	Rear
	25' Build-to Zone	None	5'

Section 6 – Highest and Best Use

Highest and best use is defined in the Dictionary of Real Estate Appraisal (10th Edition) as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. The four criteria that the highest and best use must meet are:

- ❖ legal permissibility;
- ❖ physical possibility;
- ❖ financial feasibility;
- ❖ and maximum profitability.

Highest and best use is applied specifically to the use of a site as if vacant and as improved. It is recognized that in cases where a site has existing improvements, the concluded highest and best use as if vacant may be different from the highest and best use given the existing improvements (as improved). The existing use will continue, however, until the land value, in its highest and best use, exceeds that total value of the property under its existing use plus the cost of removing or altering the existing structure.

Implied in the highest and best use is recognition of the contribution of a specific use to the community environment or to the community's development goals, in addition to wealth maximization of individual property owners. Also implied is that the conclusion of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from the analysis represents an opinion, not a fact to be found.

Highest and Best As If Vacant

Legally Permissible

The subject site is located within the MSC; Main Street/ Center zoning district which permits a variety of uses including: city-wide uses by right; cultural and recreational facilities; government facilities; single-family dwellings; two-family dwellings; three-family dwellings; eating places; hotel, motel and amusement services; shopping goods; transportation trades and services; commercial recreation, small sites; home occupations; offices, studios and related services; multi-family dwellings; liquor store; cottage housing development; or small scale production. Overall, based on our review of the zoning restrictions, the most reasonable probable legal use of the site is for city-wide uses by right; cultural and recreational facilities; government facilities; eating places; hotel, motel and amusement services; shopping goods; transportation trades and services; commercial recreation, small sites; home occupations; offices, studios and related services; multi-family dwellings; liquor store; cottage housing development; or small scale production.

Physically Possible

The size, shape, and terrain of the appraised site is conducive for all types of development. The utilities serving the subject site are adequate for most uses, and the property is clearly visible from N. West Avenue and from W. Dickson Street, and the accessibility to the rest of the Fayetteville market is good. The subject's physical aspects do not impose apparent physical limitations on development for the above legally permissible uses. The subject site would reasonably accept a site layout for any of the legally probable uses. There are no known physical reasons why the subject site would not support any legally probable development. The size of the subject property is conducive for all types of development.

Financially Feasible

The determination of financial feasibility is dependent primarily on the relationship of supply and demand for the legally probable land uses versus the cost to create the uses. As discussed previously in this report, the commercial market is generally stable with the majority of well located, good quality product operating at stabilized occupancy levels. Under a pre-leased or build-to-suit arrangement, new development is considered feasible.

Maximum Profitability

The final test of highest and best use of the site as though vacant is the use be maximally productive, yielding the highest return to the land. In the case of the subject as if vacant, the analysis has indicated that a mixed use commercial development with apartments and/ or offices above retail units would be most appropriate.

Summary

The subject neighborhood is a community location within the City of Fayetteville.

Considering these factors, the highest and best use of the subject as though vacant is for a mixed use commercial development with apartments and/ or offices above retail units in accordance with the physically possible, appropriately supported, financially feasible and maximally profitable use of the site.

Section 7 – Valuation of Subject

Appraisal Methodology

The appraisal process is defined as an orderly program by which the problem is planned and the data involved is acquired, classified, analyzed and interpreted into an estimate of value. In this process three basic approaches to value are considered: income capitalization approach, sales comparison approach, and cost approach. In appraisal practice, an approach to value is included or omitted based on its applicability to the property type being valued and the quality and quantity of information available. The final step in the appraisal process is reconciliation: a process by which we analyze alternative conclusions and selects a final value estimate from among the indications of value. We weigh the relative significance and applicability of each approach as it relates to the type of property being appraised. Provided on the following pages is a more detailed discussion of each applicable approach to value.

The **Cost Approach** is based on the principle of substitution, which states that no rational person would pay more for a property than the amount for which he can obtain, by purchase of a site and construction of improvements without undue delay, a property of equal desirability and utility.

In the cost approach, the land value is estimated through consideration of transactions involving comparable sales (refer to the following sales comparison approach discussion for the typical process used to determine land value). The replacement cost new of the improvements is supported via typical sources, primarily the Marshall & Swift Cost Estimation Service, a nationally recognized cost service. When applicable, the actual construction costs for the subject are utilized and information for costs of constructing similar buildings is considered. Then to estimate, in dollar amounts, the accrued depreciation caused by the physical deterioration, functional deficiencies, super adequacies, or any adverse economic influences. The next step is to deduct the accrued depreciation from the improvement's estimated replacement or reproduction cost new to arrive at a present depreciated cost estimate. The contributory value of the land is then added to the depreciated replacement cost of the improvements to indicate value via the cost approach.

The **Sales Comparison Approach** utilizes sales of comparable properties, adjusted for differences, to indicate a value for the subject. Valuation is typically accomplished using physical units of comparison such as price per square foot, price per unit, price per floor, etc., or economic units of comparison such as gross rent multiplier. Adjustments are applied to the physical units of comparison derived from the comparable sales. The unit of comparison chosen for the subject is then used to yield a total value. Economic units of comparison are not adjusted, but rather analyzed as to relevant differences, with the final estimate derived based on the general comparisons.

Within the sales comparison approach, the fundamental basis for the real estate appraisal conclusion involves differences (elements of comparison) between the comparables and the subject property. Specifically, the elements of comparison are the characteristics of properties and transactions that cause the prices paid for real estate to vary. The ten common elements of comparison that are always considered in the sales comparison approach include:

- | | |
|----------------------------------|-----------------------------|
| 1. Real property rights conveyed | 6. Location |
| 2. Financing terms | 7. Physical Characteristics |
| 3. Conditions of sale | 8. Economic Characteristics |

4. Expenditures made after purchase
5. Market Conditions

9. Use
10. Non-Realty Components of Value

Adjustments can be applied verbally or in terms of dollars or percentages; the appropriate methodology is determined by the market. Rigid statements on the `proper` way to make adjustments should be avoided and the calculations that an appraiser uses to make an adjustment are based on a rationale, but the mathematics should not control an appraiser's judgment. Appraisal has an art aspect in that appraisers use their judgment to analyze and interpret quantitative data. While the above statement is true, constant attention must be paid for market-based, well-explained support for all adjustments.

The ***Income Capitalization Approach*** reflects the subject's income-producing capabilities. This approach is based on the assumption that value is created by the expectation of benefits to be derived in the future. Specifically estimated is the amount an investor would be willing to pay to receive an income stream plus reversion value from a property over a period of time. The two common valuation techniques associated with the income capitalization approach are direct capitalization and the discounted cash flow (DCF) analysis. A discussion of the steps to be completed in each of these analyses is presented in the following paragraphs.

Direct capitalization is the method used to convert a single year's estimate of income into a value indication. In direct capitalization, a precise allocation between return on and return of capital is not made because investor assumptions or forecasts concerning the holding period, pattern of income, or changes in value of the original investment are not simulated in the method. Direct capitalization is most appropriate when analyzing a stable income stream and in estimating the reversion at the end of a holding period. Using this method, the following sets forth the process:

- ❖ Estimate the Potential Gross Income (PGI) from all sources that a competent owner should be able to generate from a property based on existing and/or market rents.
- ❖ Deduct an estimate of Vacancy and Collection Loss (VCL) to arrive at an Effective Gross Income (EGI) estimate.
- ❖ Deduct operating expenses from the estimate of EGI. The result is an estimate of the stabilized Net Operating Income (NOI).
- ❖ Estimate an Overall capitalization rate (Ro, or OAR).
- ❖ Divide the NOI by Ro, resulting in a value estimate at stabilized occupancy.
- ❖ Adjust the stabilized value to account for "as is" condition, if applicable.

Discounted Cash Flow (DCF) analysis is a detailed analysis used when the future income is expected to be variant, usually as a result of numerous lease obligations and/or anticipated changes in income and expenses. It is also particularly relevant when institutional buyers are the most likely purchasers of the subject because institutional buyers often place great weight on this analysis. The DCF analysis specifies the quantity, variability, timing, and duration of NOIs and cash flows. Selecting the proper yield rate (discount rate) is essential. In this analysis appraisers must consider the target yield sought by investors, as well as yields derived from comparable sales and/or market information. The methodology is:

- ❖ Estimate the before-tax cash flows for each period of a projected holding period net of any capital expenditures such as leasing expenses and tenant improvements.
- ❖ Estimate a discount rate and a terminal overall capitalization rate.
- ❖ Estimate a selling price, known as the reversion, for the end of the projected holding period.
- ❖ The cash flows and the reversion are then discounted to a present value estimate.

Methodology Applicable to the Subject

The present appraisal situation deals with the valuation of commercial land. The subject property is located on N. West Avenue in Fayetteville, Washington County, AR. The subject is being appraised on the basis of its value “as is”. Based upon the type of property and scope of this assignment, I have used the sales comparison approach to estimate the market value of the subject property.

Sales Comparison Approach

The Sales Comparison Approach to value compares the subject to similar properties that have sold or are under contract in the same or similar market. This approach is based on the principle of substitution, which states that no commodity has a value greater than a similar commodity offering similar uses, similar utility, and similar function that can be purchased within a reasonable time frame. In other words, the market value of a property is set by the price of acquiring a substitute property, which could provide the owner with similar utility. The principle of substitution also is crucial in reconciling all three approaches to value, as it provides linkage in the underlying determination the subject's market value.

Units of Comparison

Using a common unit of comparison is an effective device to adjust for differences in physical characteristics while controlling for scale or some other factor. This control allows the appraisers to determine the impact of differences in attributes between the subject and comparable sale properties.

As for the subject, the appraisers discussed recent market transactions with area brokers, as well as evaluating the physical attributes of the subject's use type. In both instances, the predominant unit of comparison was sale price per square footage of gross land area. The following analysis will use this unit.

Elements of Comparison

There are ten major comparison categories that must be considered in the direct sales comparison approach. These include the following:

Date of Sale	┌	1.	Property rights conveyed
	└	2.	Financing
		3.	Conditions of Sale
	└	4.	Expenditures made after sale
Trend Forward		5.	Market Trends
Appraisal Effective Date	┌	6.	Location
	└	7.	Physical Attributes
		8.	Economic Attributes
		9.	Use
	└	10.	Non-Realty Components of Value

Each of these categories will be addressed in the subsequent analysis, as it relates to the subject.

Sale Selection Criteria

The following selection criteria were used:

Sale Period: A sale period of dating back to January 1, 2012 to the effective date of this appraisal was examined.

Location / Neighborhood: Sales were taken from a 1 mile radius around the subject property, focusing on similar commercial site with similar proximity to neighborhood arterials and major highways and located in similar areas.

Physical Attributes: The survey of comparable sales was limited to commercial land sales with 1.00 to 5.00 acres of gross land area.

Highest and Best Use: All of the sales were land sales with a similar highest and best use as the subject.

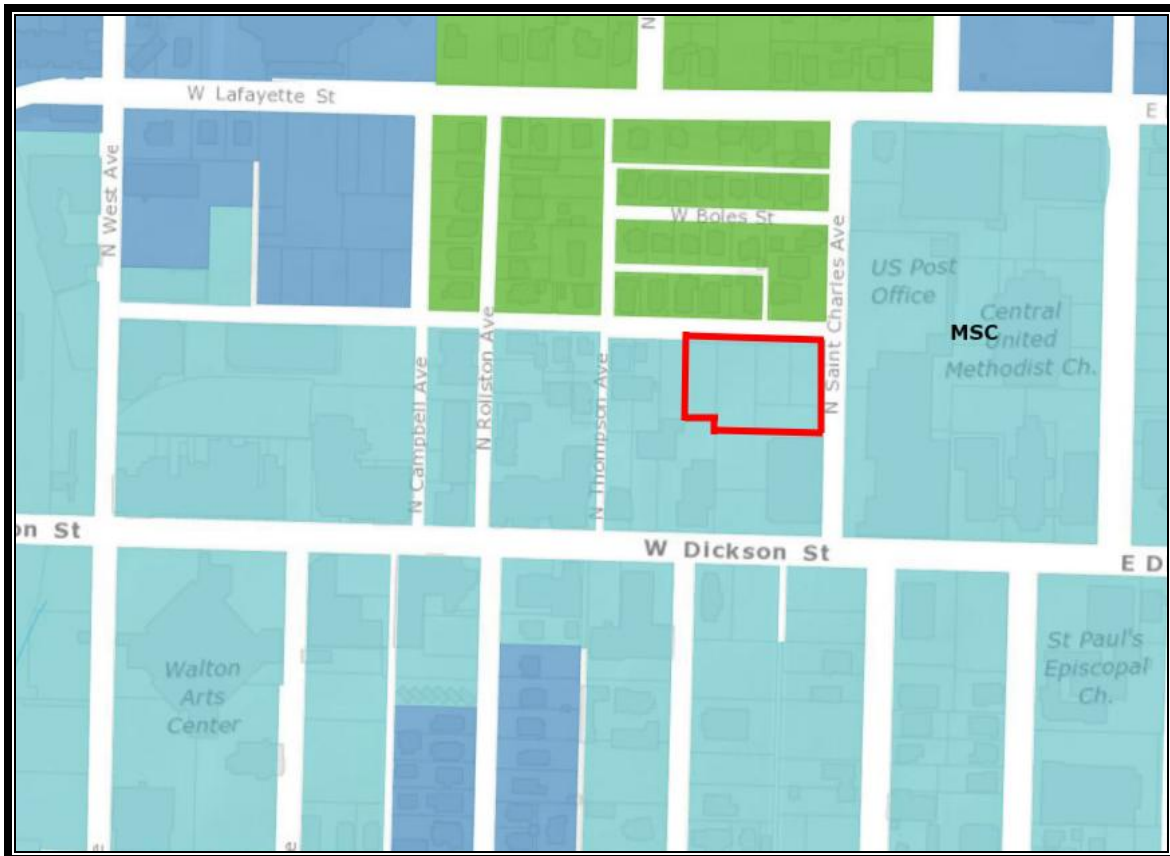
Sale Collection Results

Of the sales reviewed, based on the above criteria, the following sales represent the best available from the market to determine the subject's market potential under this valuation approach. While some are more ideal than others, the appraisers believe that they represent a sufficient sample of the data reviewed to illustrate a sound market-based conclusion for the subject.

The selected comparable sales are presented on the following pages.

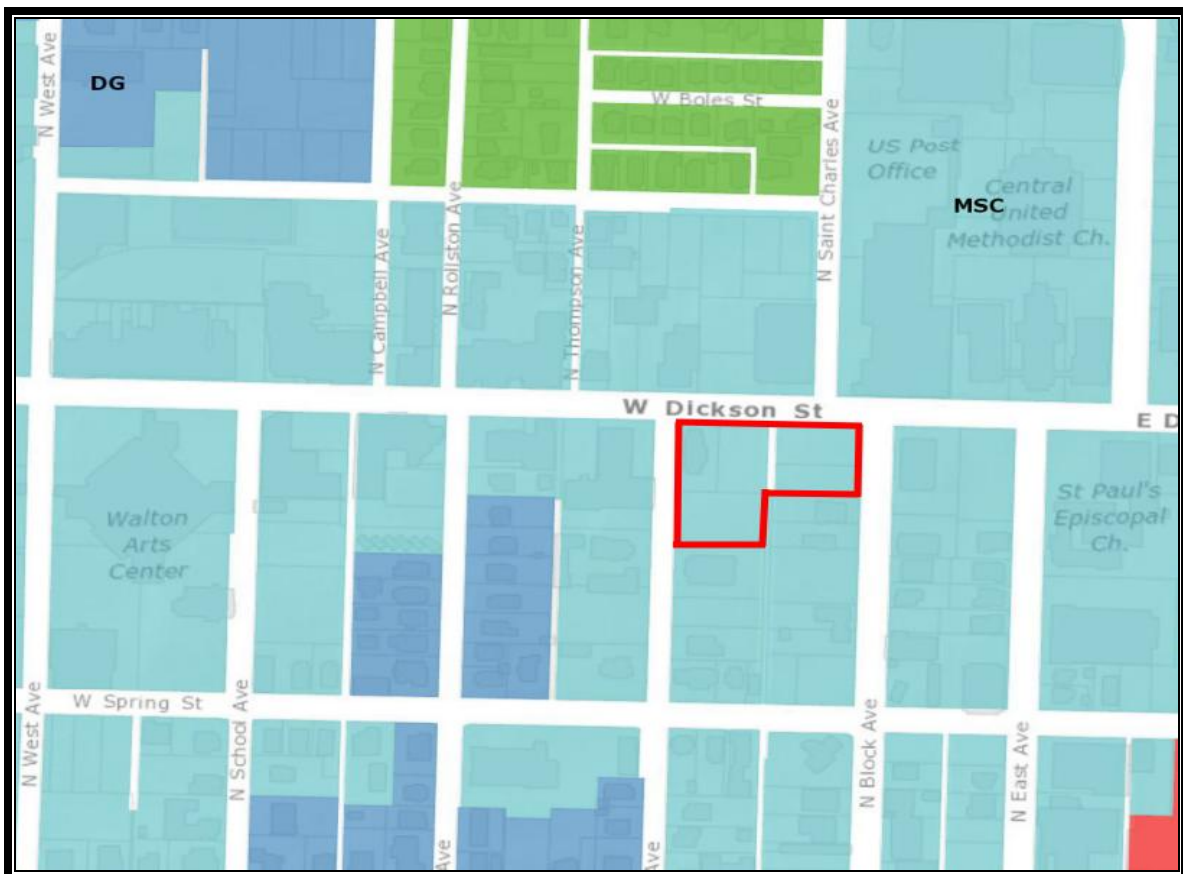
Land Sale #1

Location: W. Watson Street, Fayetteville, AR
Legal Description: Part of Lot 13, Block 8, County Court Addition; Lots 8, 9 & 10, Block 1; Watson Addition to the City of Fayetteville, Washington County, Arkansas.
Tax ID # 765-04433-000, 765-04513-000, 765-04514-000, 765-04515-000; & 765-04516-000
Seller: Collier Diversification Specialties LLC
Purchaser: RDC Fund VII Investments LLC
Sale Date: December 20, 2013
Document Type: Warranty Deed
Recording Number: 2013-41571
Sale Price: \$1,600,000.00
Site Description: According to the Washington County Assessor's office, the site contains 1.01 acres or 43,938 sq. feet.
Topography: Level to Gently Sloping
Zoning: MSC
Analysis: \$36.41/ sq. foot
Property Remarks: Land located on the south side of W. Watson Street, at the southwest corner of the W. Watson Street/ St. Charles Avenue intersection in central Fayetteville.
Sales History: No prior sale within the past year.



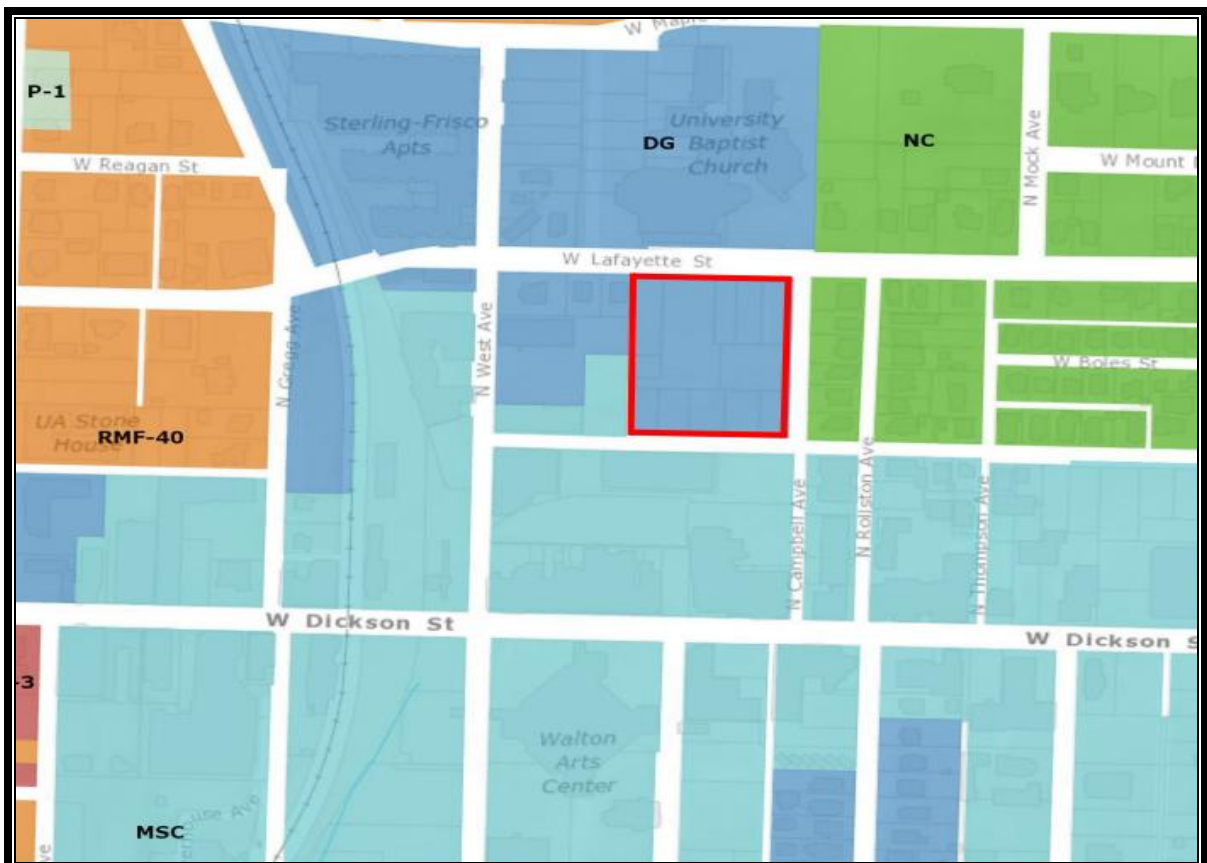
Land Sale #2

Location: W. Dickson Street, Fayetteville, AR
Legal Description: Part of Block 3 of the Original Town of Fayetteville, Washington County, Arkansas.
Tax ID # 765-01669-000; 765-01670-000; 765-01668-000; 765-01666-000; 765-01667-000;
Seller: Dickson Street & Church Dev. LLC
Purchaser: Collier Diversification Specialties LLC
Sale Date: May 2, 2014
Document Type: Warranty Deed
Recording Number: 2014-10872
Sale Price: \$2,700,000.00
Site Description: According to the Washington County Assessor's office, the site contains 1.42 acres or 61,855 sq. feet.
Topography: Level to Gently Sloping
Zoning: MSC
Analysis: \$43.65/ sq. foot
Property Remarks: Land located on the south side of W. Dickson Street, at the southeast corner of the W. Dickson Street/ N. Church Avenue and the southwest corner of the W. Dickson Street/ N. Block Avenue intersections in central Fayetteville. This land sold with an older office building that was considered to have no contributory value.
Sales History: No prior sale within the past year.



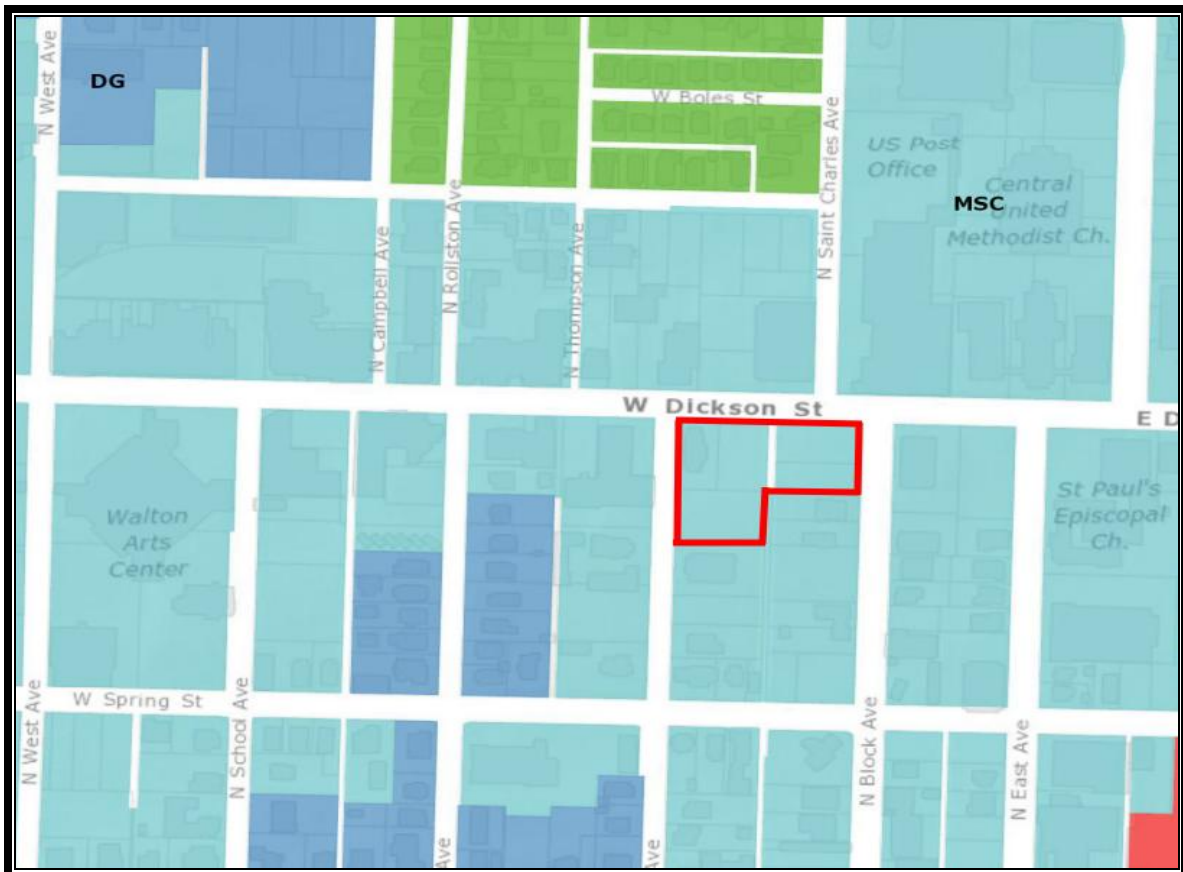
Land Sale #3

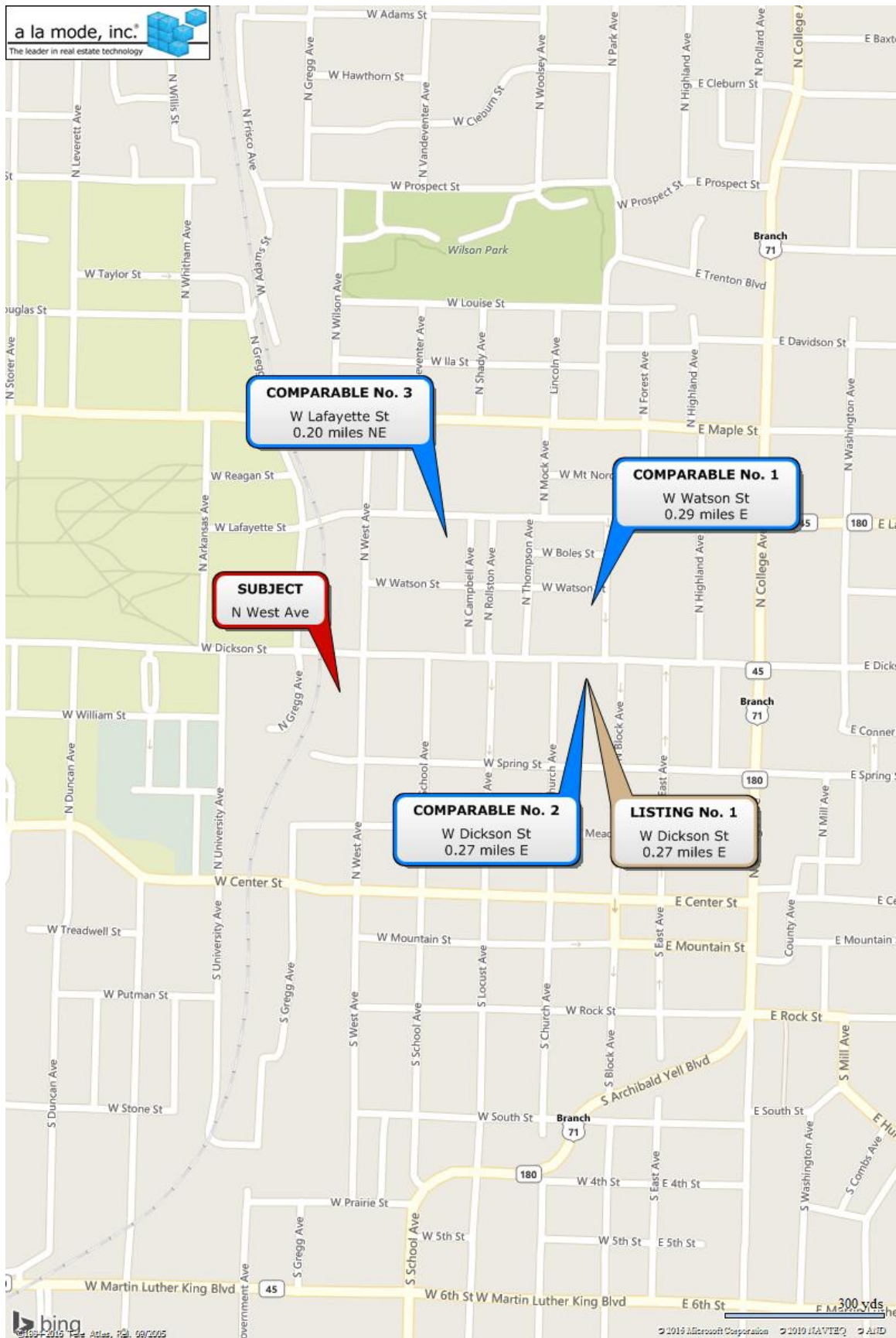
Location: W. Lafayette Street, Fayetteville, AR
Legal Description: Lots 1 and 16, and part of Lot 15, all in Block 6, County Court Addition, an Addition to the City of Fayetteville, Washington County, Arkansas.
Tax ID # 765-04351-000; 765-04352-000; 765-04353-000; 765-04354-000; 765-04359-000; 765-04380-000; 765-04381-000; 765-04382-000; 765-04384-000; 765-04385-000; 765-04388-000; 765-04389-000; 765-04390-000.
Seller: University Baptist Church Trustees
Purchaser: U Ark Land Venture LP
Sale Date: March 20, 2012
Document Type: Warranty Deed
Recording Number: 2012-8775
Sale Price: \$2,850,000.00
Site Description: According to the Washington County Assessor's office, the site contains 2.48 acres or 107,868 sq. feet.
Topography: Level to Gently Sloping
Zoning: DG
Analysis: \$26.42/ sq. foot
Property Remarks: Land located on the south side of W. Lafayette Street, at the southwest corner of the W. Lafayette Street/ N. Campbell Avenue intersection in central Fayetteville.
Sales History: No prior sale within the past year.



Listing #1

Location: W. Dickson Street, Fayetteville, AR
Legal Description: Part of Block 3 of the Original Town of Fayetteville, Washington County, Arkansas.
Tax ID # 765-01669-000; 765-01670-000; 765-01668-000; 765-01666-000; 765-01667-000;
Seller: Collier Diversification Specialties LLC
Purchaser: *Current Listing
List Date: January 1, 2015
Document Type: MLS #726347
Recording Number: *Current Listing
List Price: \$3,725,000.00
Site Description: According to the Washington County Assessor's office, the site contains 1.42 acres or 61,855 sq. feet.
Topography: Level to Gently Sloping
Zoning: MSC
Analysis: \$60.22/ sq. foot
Property Remarks: Land located on the south side of W. Dickson Street, at the southeast corner of the W. Dickson Street/ N. Church Avenue and the southwest corner of the W. Dickson Street/ N. Block Avenue intersections in central Fayetteville. This land has an older office building that was considered to have no contributory value.
Sales History: No prior sale within the past year.





Land Value - Market Approach to Value

Subject		Sale 1	Sale 2	Sale 3	Listing 1
Address	N. West Ave.	W. Watson St.	W. Dickson St.	W. Lafayette St.	W. Dickson St.
City	Fayetteville	Fayetteville	Fayetteville	Fayetteville	Fayetteville
State	AR	AR	AR	AR	AR
Recording Date	----	12/20/2013	5/2/2014	3/20/2012	*Current
Sale Price	----	\$ 1,600,000	\$ 2,700,000	\$ 2,850,000	\$ 3,725,000
Land Area (SF)	123,745	43,928	61,855	107,868	61,855
Land Area (Acres)	2.84	1.01	1.42	2.48	1.42
Price/ Sq. Foot		\$ 36.42	\$ 43.65	\$ 26.42	\$ 60.22
Property Rights Conveyed					
Percent Adjustment		0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ 0	\$ -	\$ -	\$ -
Adjusted Price		\$ 36.42	\$ 43.65	\$ 26.42	\$ 60.22
Financing Terms					
Percent Adjustment		0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$ 36.42	\$ 43.65	\$ 26.42	\$ 60.22
Conditions of Sale					
Percent Adjustment		0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$ 36.42	\$ 43.65	\$ 26.42	\$ 60.22
Time/Market Conditions					
Appraisal Date	1/26/2016				
Months Elapsed	-----	25.57	21.13	46.90	0.00
Annual % Adj.	*see graph				
Percent Adjustment		0.0%	0.0%	0.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ -	\$ -
Adjusted Price		\$ 36.42	\$ 43.65	\$ 26.42	\$ 60.22
Location		Inferior	Inferior	Inferior	Inferior
Percent Adjustment		30.0%	10.0%	30.0%	10.0%
Dollar Adjustment		\$ 10.93	\$ 4.37	\$ 7.93	\$ 6.02
Site Size		Smaller	Smaller	Comparable	Smaller
Percent Adjustment		-8.0%	-6.0%	0.0%	-6.0%
Dollar Adjustment		\$ (2.91)	\$ (2.62)	\$ -	\$ (3.61)
Zoning		Comparable	Comparable	Inferior	Comparable
Percent Adjustment		0.0%	0.0%	10.0%	0.0%
Dollar Adjustment		\$ -	\$ -	\$ 2.64	\$ -
Net Percent Adjustment		22.0%	4.0%	40.0%	4.0%
Net Adjustment		\$ 8.01	\$ 1.75	\$ 10.57	\$ 2.41
Adjusted Price		\$ 44.44	\$ 45.40	\$ 36.99	\$ 62.63
Weight		30%	60%	10%	0%

Price/ Sq. Foot Comparison

No. Comparables		4
Maximum		\$ 62.63
Weighted Avg.		\$ 44.27
Minimum		\$ 36.99

Indicated Subject Value

Land Area (SF)	123,745
Indicated Value Per Sq. Ft.....	\$ 44.27
Indicated Subject Value.....	\$ 5,477,915
Indicated Value Rounded To.....	\$ 5,478,000

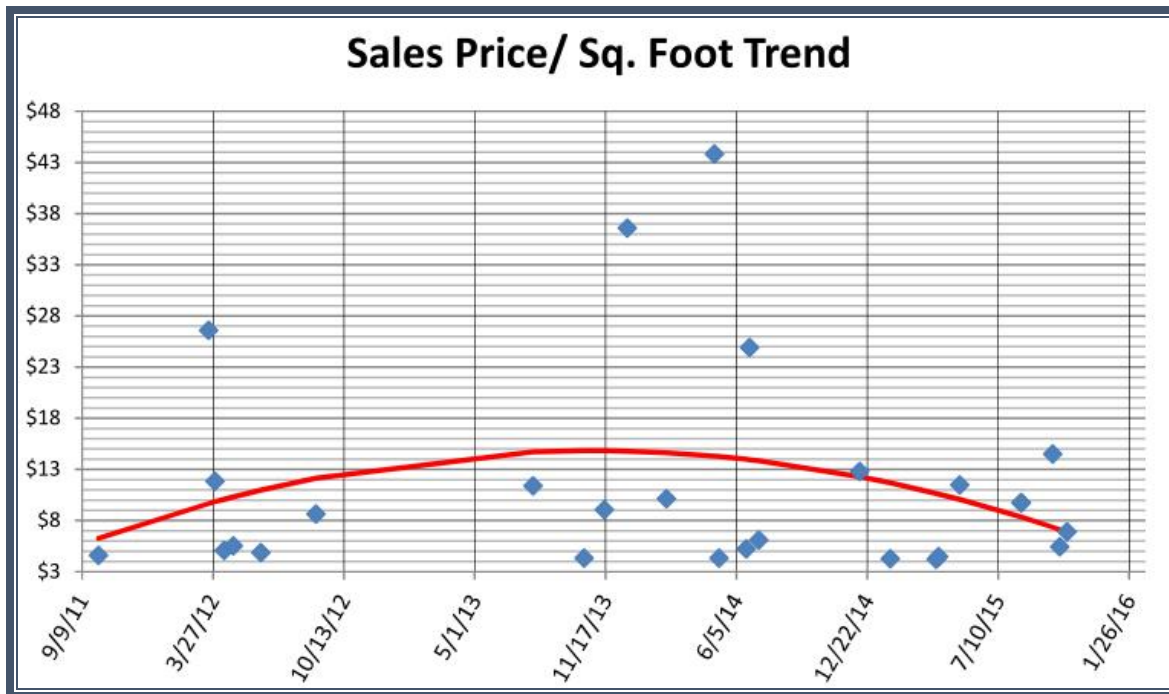
Discussion and Analysis:

Property Rights Conveyed: All of the sales were determined to be Fee Simple transactions. As such, no adjustment was indicated for any of the sales.

Financing Terms: A review of the available financing terms for each of the respective sales did not indicate financing terms that would affect the cash equivalency.

Condition of Sale: This element of comparison takes into account the possible motivation on the part of the buyer or seller in a sales transaction. The closed sales were all determined to be arms-lengths transactions. Therefore, no condition of sale adjustments was necessary.

Market Conditions: Similar land sales that were located within a 2-mile radius around the subject were charted in a regression analysis to determine if the sales price/ square foot of these commercial sales were increasing, decreasing or remaining stable over the past few years.



This regression analysis indicates that the sales price of similar land sales within a 2-mile radius around the subject has seen slightly fluctuations over the past few years, but overall is considered to be fairly stable. Since all of the land sales utilized within this report had occurred within this time frame, no market condition/ time adjustments were necessary.

Location: All three comparable land sales and the current listing are located in a close proximity around the subject property. However, all three comparable sales and the current listing are considered to be in slightly inferior locations to the subject in less defined commercial areas or on lower traffic count thoroughfares. Therefore, all three sales and the current listing were adjusted upward in location.

Parcel Size: Generally, the market indicates an inverse relationship to size and unit price; the larger the parcel, the lesser the unit price. Comparable sales #1 & 2 and the current listing have smaller site sizes than the subject and were adjusted downward to account for the size differences.

Zoning: Comparable sales #1 & 2 and the current listing are located in the same zoning district (MSC) as the subject property. Comparable sale #3 is located in a slightly inferior zoning district (DG) and this sale was adjusted upward in zoning.

Conclusion

The analysis of the comparable land sales similar to the subject site indicates an adjusted value range of \$36.99 to \$45.40 per square foot with the current listing falling around \$62.63 per square foot. It should be noted that the current listing was not adjusted for a typical list-to-sales-price ratio; therefore, the adjusted list price represents the upper-end of the value range for the subject property. Comparable sale #2 is the most recent sale with the lowest net percentage adjustments; therefore, this sale was given most weight (60%) with comparable sales #1 & 3 given the remaining weight (30% and 10%, respectively) in estimating the current market value of the subject property. Also, a current listing was included for additional support. In the final value conclusion, a land value of \$44.27 per square foot, or \$5,478,000 (r) for the 2.84 acre site was concluded.

Based on the foregoing, the market value of the subject has been concluded as follows:

MARKET VALUE CONCLUSION

Appraisal Premise	Interest Appraised	Effective Date	Value Conclusion
As Is	Fee Simple	January 26, 2016	\$5,478,000

Section 8 – Addendum

Photo Pages



Looking northerly from the southwest corner of the subject site.



Looking westerly from N. West Avenue at the subject site.



Looking westerly from N. West Avenue at the northeast corner of the subject site.



Looking northerly from the south side of the subject site.



Looking southerly from W. Dickson Street at the subject site.

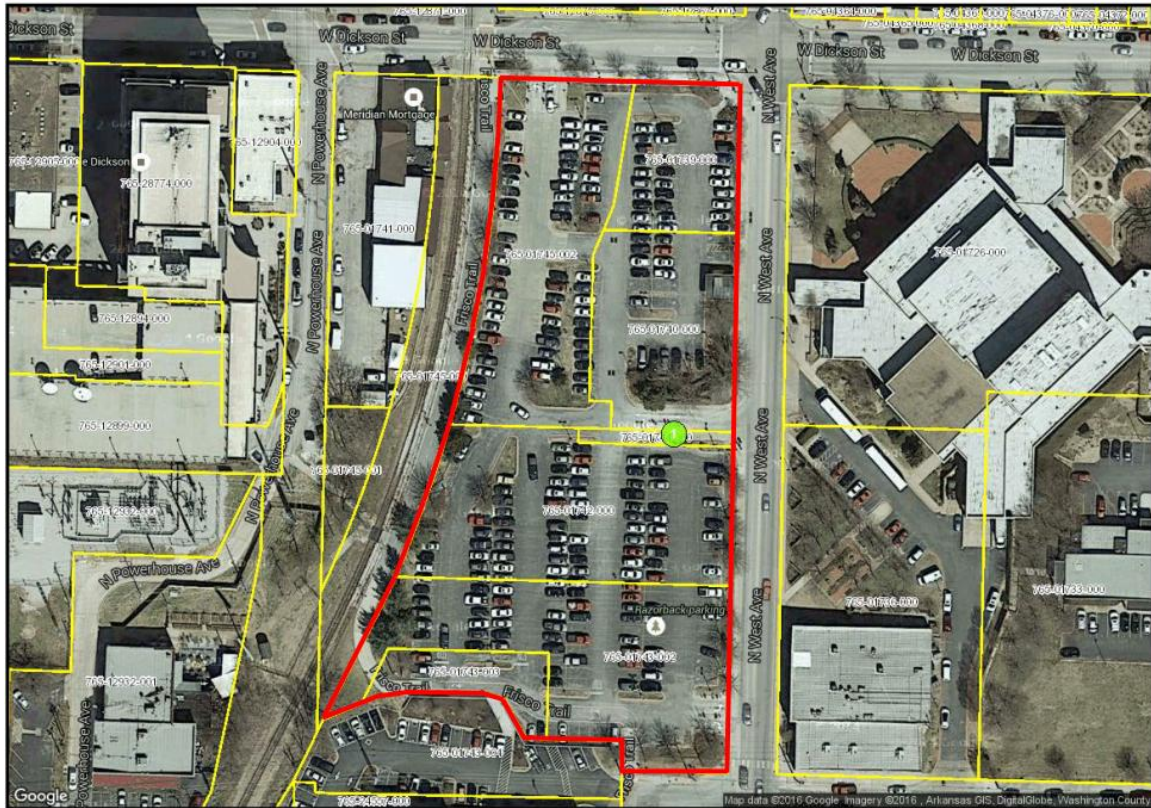


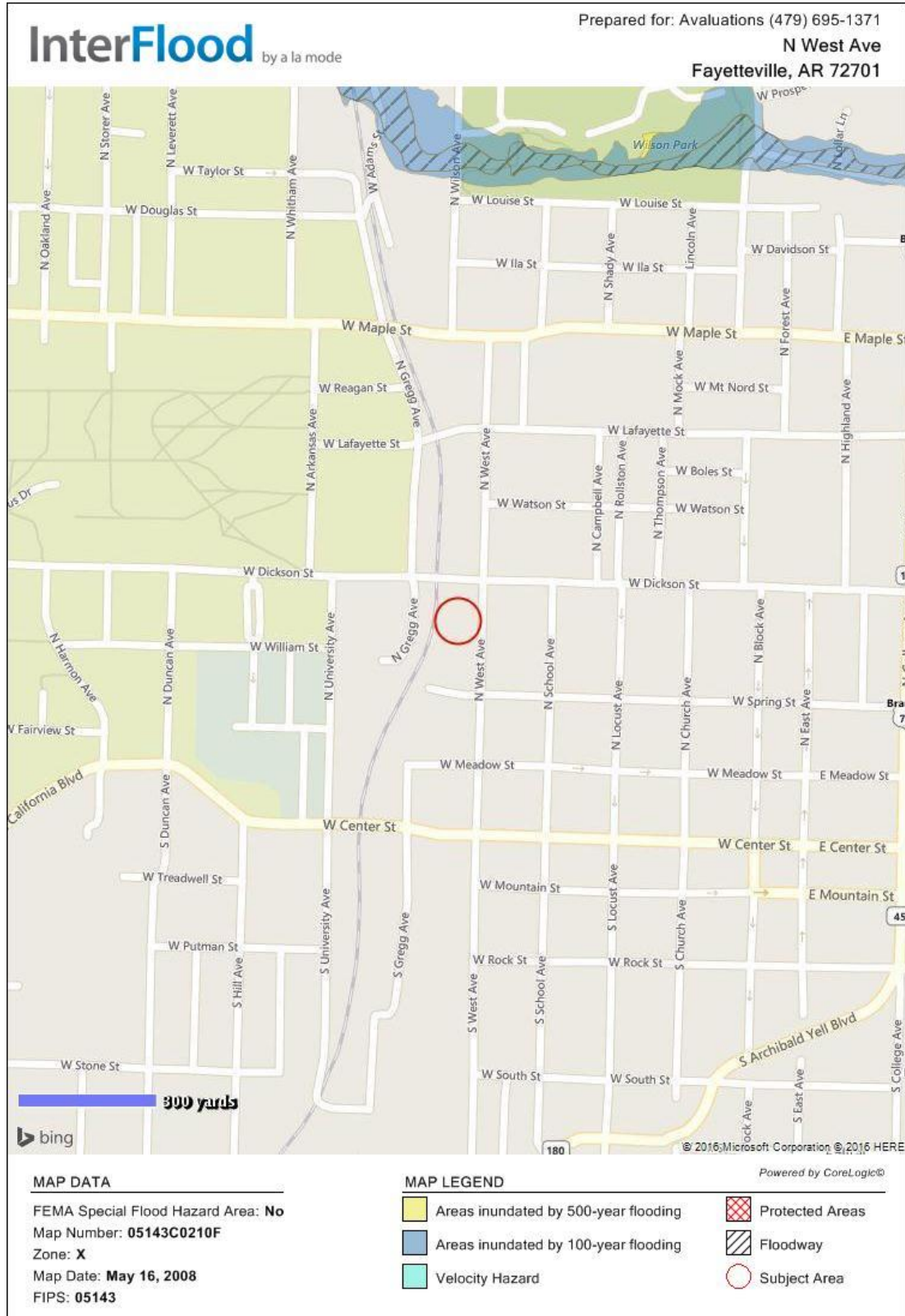
Looking northerly down N. West Avenue, subject on the left.



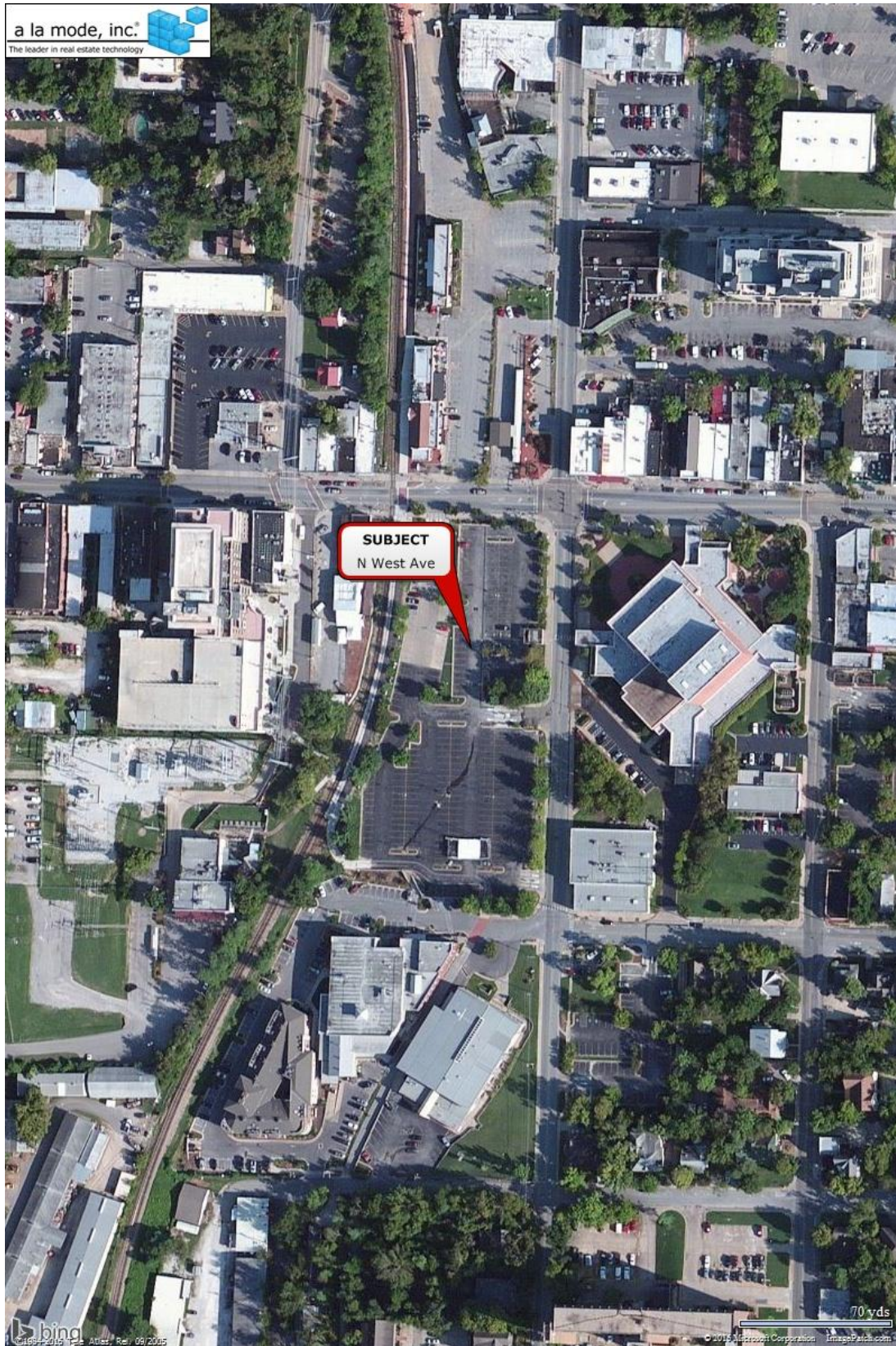
Looking westerly along W. Dickson Street, subject on the left.

Parcel Map:

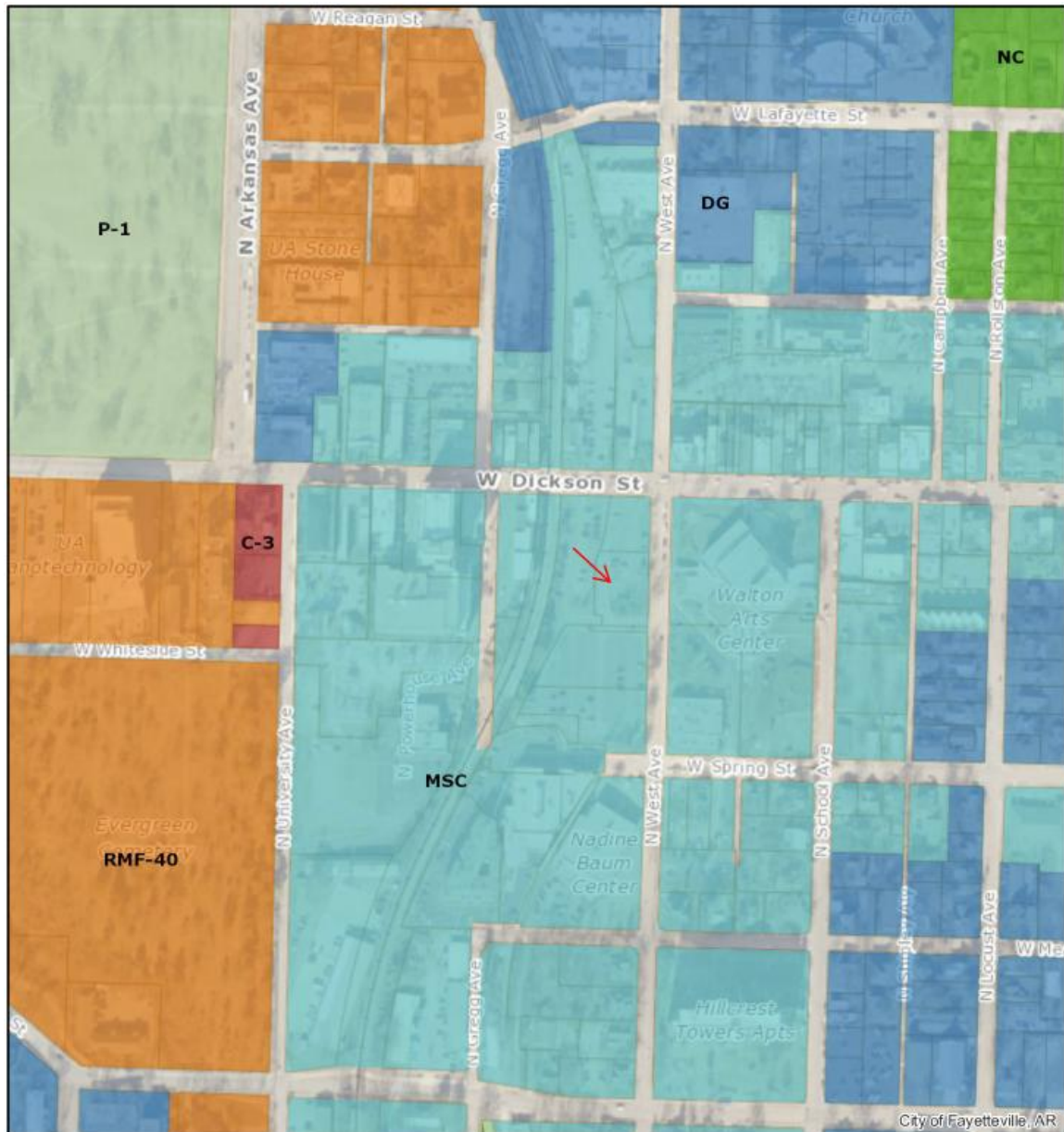


Flood Map:

Aerial Map:



Zoning Map:



Appraiser Resume:

Aaron Crawley

Education 1994–1998 University of Arkansas Fayetteville, AR
 Bachelors of Science in Business Administration – Financial Management

Professional Designations

Arkansas – Certified General Real Estate Appraiser, CG1562

Oklahoma – Certified General Real Estate Appraiser, 13112CGA

Educational courses and seminars from the Appraisal Institute:

Appraisal Principles – *University of Colorado, Boulder, Colorado*

Appraisal Procedures – *University of Colorado, Boulder, Colorado*

Uniform Standards of Prof. Appraisal Practice: *St. Louis, Missouri*

Dallas, Texas, Fayetteville, AR, Little Rock, AR, Fayetteville, AR

Eminent Domain & Condemnation Appraising, *Manhattan, NY*

Advanced Income & Capitalization, *Houston, Texas*

Advanced Sales Comp. & Cost Approach, *Houston, Texas*

Residential Sales Comparison Approach, *Grand Rapids, Michigan*

Analyzing Operating Expenses

Online Internet Search Strategies for Real Estate Appraisers

Appraising Nursing Facilities

Office Building Valuation: A Contemporary Perspective

Appraising Convenience Stores

Appraisal of Residential Property for Foreclosure & Pre-foreclosure

Business Practices and Ethics

Reviewing Residential Appraisals

Commercial Clients Seminar

Regression Analysis

Employment • 2001–Present Avaluations, LLC Northwest Arkansas
 Experience

Managing Owner/Operator

Perform all aspects of commercial and residential appraisals, review appraisals and consulting.

• 1997–2001

Danehower & Associates

Rogers, Arkansas

Licensed Staff Appraiser

Types of
Appraisals
Performed

Single Family Residential
2-4 Family Residential
Apartment Complex
Motel / Hotel
Neighborhood Shopping Center
Retail Facility
Professional Office
Medical Office
Convenience Store
Laundromat
Church/ Religious Facility
Restaurant
Car Lots / Open Display
Mini-Storage Facility
Residential Subdivision
Nursing Facility
Warehouse
Industrial Plant/ Manufacturing Facility
Airport Hanger
Easement/ Condemnation

Appraiser License:

 ARKANSAS APPRAISER LICENSING & CERTIFICATION BOARD This is to certify that Aaron Crawley License #: CG 1562	has complied with the requirements of Arkansas Code Section §17-14-201 et seq., and is the holder of a valid certificate. This card is for identification purposes only. 6/30/2016 Expiration Date <u><i>David H. Anderson</i></u> Chairman
STATE OF ARKANSAS 	
APPRAISER LICENSING & CERTIFICATION BOARD	
Attest That AARON D. CRAWLEY	
On this date was certified as a STATE CERTIFIED GENERAL APPRAISER	
The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-14-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.	
FEBRUARY 13, 2002 Date Issued	CG1562 Certificate Number
<u><i>David H. Anderson</i></u> Chairman, AAL & CB	



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0225

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):

AN ORDINANCE TO REZONE LOTS 7, 8, 9 AND 10 OF THE MCMILLAN ESTATES SUBDIVISION OF THE CITY OF FAYETTEVILLE ENCOMPASSING APPROXIMATELY 16.2 ACRES LOCATED AT MCMILLAN DRIVE FROM C-2, THOROUGHFARE COMMERCIAL AND UT, URBAN THOROUGHFARE TO P-1, INSTITUTIONAL SUBJECT TO THE ATTACHED BILL OF ASSURANCES

(LEFT ON FIRST READING)

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the lots 7, 8, 9 and 10 of the McMillan Estates Subdivision encompassing about 16.2 acres as shown on the map (Exhibit A) attached to the applicant's letter from C-2, Thoroughfare Commercial and UT, Urban Thoroughfare to P-1, Institutional subject to the attached Bill of Assurances.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0225

Legistar File ID

6/21/2016

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

Jeremy Pate

5/27/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

C-PZD 16-5408: Commercial Planned Zoning District (WEDINGTON & MARINONI DR/CROSS CHURCH, 441):
Submitted by ESI ENGINEERING, INC. for properties located at WEDINGTON & MARINONI DR. The properties are
zoned C-2, THOROUGHFARE COMMERCIAL and UT, URBAN THOROUGHFARE and contains approximately 24.60
acres. The request is to rezone the property to C-PZD, Commercial Planned Zoning District.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JUNE 21, 2016

TO: Mayor, Fayetteville City Council

THRE: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: June 21, 2016

SUBJECT: **C-PZD 16-5408: Commercial Planned Zoning District (WEDINGTON & MARINONI DR/CROSS CHURCH, 441):** Submitted by ENGINEERING SERVICES, INC. for properties located at WEDINGTON & MARINONI DR. The properties are zoned C-2, THOROUGHFARE COMMERCIAL and UT, URBAN THOROUGHFARE and contain approximately 24.60 acres. The request is to rezone the property to C-PZD, COMMERCIAL PLANNED ZONING DISTRICT.

RECOMMENDATION:

The Planning Commission and staff recommend denial of an ordinance to rezone the properties to C-PZD, Commercial Planned Zoning District as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property contains 24.60 acres located south and west of the intersection of Wedington and Marinoni Drives. Although the property is not currently developed above grade, infrastructure is already in place, including roads, sanitary sewer, and water. The property is currently zoned C-2, Thoroughfare Commercial and UT, Urban Thoroughfare. In 2002 the property was developed and subdivided into nine commercial lots with all aforementioned public infrastructure installed, though no further construction has occurred since. Additionally, planned improvements by the Arkansas Highway and Transportation Department (AHTD) will realign Futrell Drive and access to Interstate 49 adjacent to the site.

Land Use Compatibility: The uses proposed in this project are somewhat compatible with those of the surrounding area. Thoroughfare commercial and multi-family housing to the north are of similar land use intensity to those proposed, but without the substantial areas of surface parking. The commercial strip layout of this C-PZD does match some other commercial developments along Wedington Drive, but not in the immediate proximity. Additionally, the adjacency of the subject property to the interchange works to transition the lower intensity commercial and residential uses to the north and east to the more intensive development associated with a highway interchange.

Compatibility is not so certain however, with the adjacent undeveloped properties zoned RSF-4, Residential Single-Family – 4 Units per Acre. If developed to the single-family residential requirements this may not transition well to the surface parking-intensive development proposed

with the C-PZD. While the applicant has proposed a larger rear setback for when a property is contiguous with a single-family residential district, this does not preclude the construction of surface parking within the setback.

On a large undeveloped site like this, primary components of compatibility, perhaps as important as land use intensity, are building typology and site design. The building types proposed throughout this C-PZD share few, if any similarities to adjacent uses or those anticipated in adjacent undeveloped land. Large areas of surface parking are not desired with land designated as City Neighborhood Areas immediately to the east. Parking lots will be located along both sides of McMillan Drive and will surround each of the proposed buildings on at least three sides. This will create a site design where buildings are further apart and further away from the street than the traditional development patterns anticipated to the south and east. The City Council's adopted land use policy for rezoning property expressly discourages the development pattern that is proposed in this C-PZD request.

Land Use Plan Analysis: The proposed zoning is largely incompatible with the Future Land Use Map (FLUM) designation of Urban Center Areas. As an area classified as Urban Center Area by City Plan 2030, the subject properties are expected to align with many, if not all of the guidelines set forth. While the proposed C-PZD does address some guiding policies, like the provision of retail space and services to facilitate Fayetteville achieving its market potential, it falls short of many others. As proposed, the C-PZD does not strive to develop in a traditional town form or enhance and accommodate alternative modes of transportation. Parking arrangements are more in-line with those found in urban sprawl development, with little opportunity or need for maximizing the possibility of sharing the large and impervious surface parking areas. Staff contends that there are many viable site design options available that can achieve the objectives of the proposed C-PZD while maintaining the land uses desired by the applicant.

The density, development pattern, and building type, with small, medium and large commercial buildings, is marginally compatible with the surrounding uses. The proposed C-PZD provides a transition from the small commercial businesses and single family neighborhoods to the north and east to the intersection of I-49/540 and Wedington. Staff finds that a church within this neighborhood could provide a service and gathering place for the immediate and surrounding neighborhood, generating activity and a variety of users at different times of the day, which may complement adjacent shopping and residential areas as this area build out.

DISCUSSION:

On May 23, 2016 the Planning Commission denied the applicant's request for a rezoning to C-PZD on the subject properties. Commissioners Belden, Hoffman, and Quinlan questioned the appropriateness of the applicant's rezoning request, citing concerns about the layout, large areas of surface parking, and the likelihood that the proposed land uses could be readily developed under the existing UT zoning district requirements. A motion by Commissioner Hoffman to deny the proposal carried with a vote of 7-0-0. (Commissioners Autry and Noble were not present).

BUDGET/STAFF IMPACT:

N/A

Attachments:

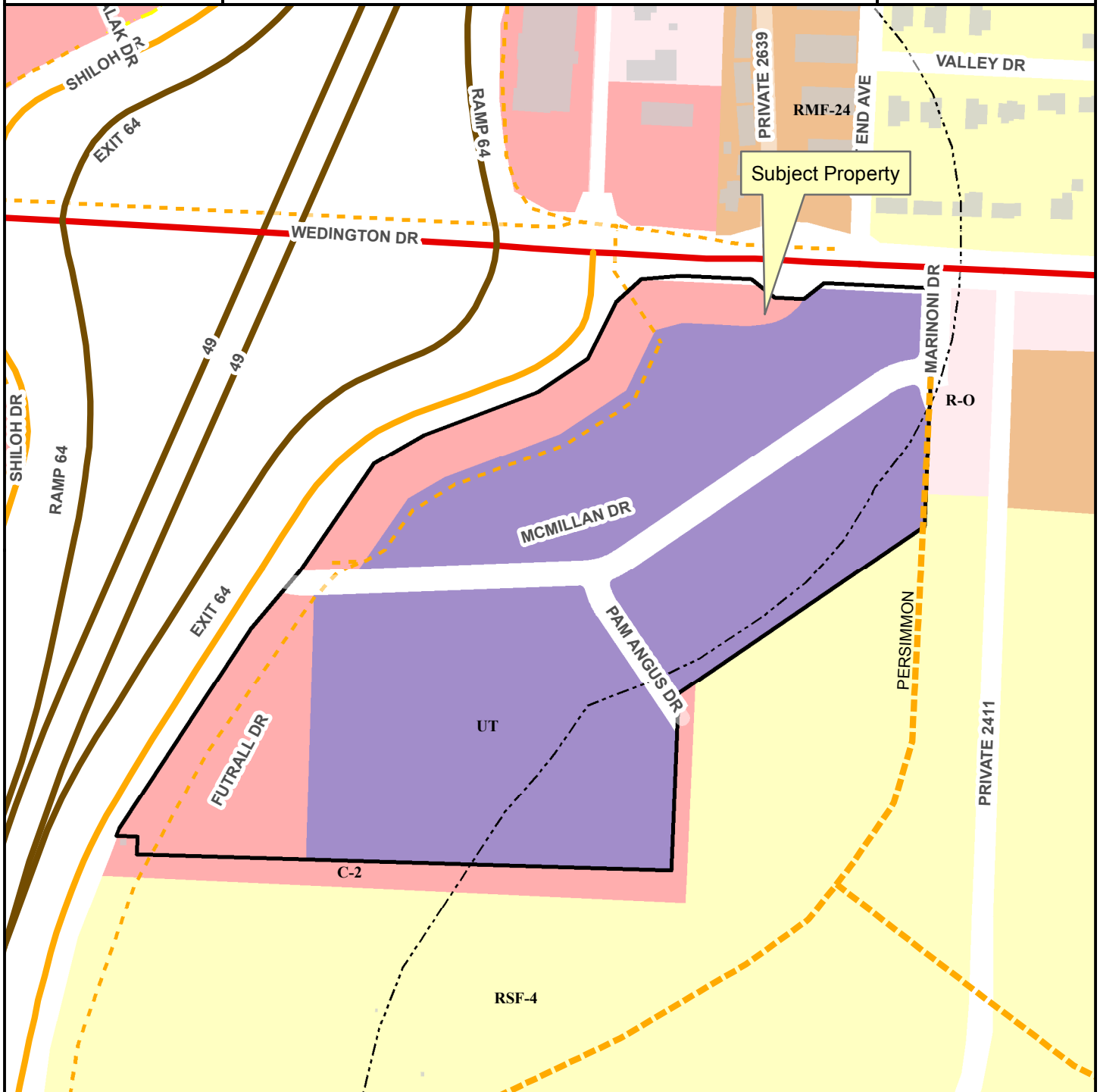
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

16-5408
EXHIBIT 'A'

CPZD 16-5408

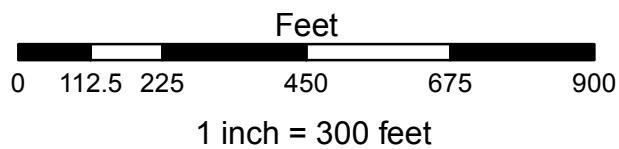
Close Up View

CROSS CHURCH



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



Zoning

- RSF-4
- RMF-24
- RO
- C-2
- UT

16-5408
EXHIBIT 'B'

LEGAL DESCRIPTION FOR McMILLAN ESTATES PLANNED ZONING DISTRICT

PZD LEGAL DESCRIPTION:

MCMILLAN ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE PLAT FILED FOR RECORD IN PLAT BOOK 23 AT PAGE 33, RECORDS OF WASHINGTON COUNTY, ARKANSAS,

LESS AND EXCEPT LOT NUMBER 8, MCMILLAN ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE PLAT FILED FOR RECORD IN PLAT BOOK 23 AT PAGE 33, RECORDS OF WASHINGTON COUNTY, ARKANSAS.

CITY OF FAYETTEVILLE, AR

PLANNED ZONING DISTRICT

FOR STAFF USE ONLY

Date Application Submitted: _____
Date Accepted as Complete: _____
Project Number: _____
Public Hearing Date: _____

5408

FEE: \$525 - \$1,125
SIGN FEE: \$5.00 per sign
Tech Plat Resubmittal FEE: \$200/resubmittal

S-T-R: _____
PP#: _____
Zone: _____

441

PLEASE CONSULT WITH STAFF PRIOR TO SUBMITTING AN APPLICATION, TO CONFIRM THE APPROVAL YOU ARE SEEKING IS IN THE CORRECT PROCESS.

A Planned Zoning District application is processed with a recommendation from the Planning Commission to City Council, much like a standard rezoning review process. The City Council decides on the requested zoning and land use, not development approval.

A development application (Preliminary Plat, Large Scale Development, etc.) may be concurrently processed with a Planned Zoning District application. The development application will be decided on by the Planning Commission and any approval will be conditional upon the City Council's zoning decision.

Instructions:

Please fill out this form completely, supplying all necessary information and documentation to support your request. **It is highly recommended the applicant conduct a meeting with nearby neighborhoods to discuss the proposed zoning prior to application submittal. Your application will not be placed on the applicable agenda until all necessary information is furnished.**

Application:

Indicate one contact person for this request: _____ **Applicant** ☒ **Representative**

Applicant (person making request):

Name- Cross Church, Inc.

Address - 1709 Johnson Road
Springdale, AR 72762

E-mail: _____

Phone -
(479) 751-4523
() _____

Representative (engineer, surveyor, realtor, etc.):

Name- Engineering Services, Inc.
Attn: Daniel Lazenby

Address - 1207 S. Old Missouri Rd.
P.O. Box 282
Springdale, AR 72765-0282

E-mail: dlazenby@engineeringservices.com

Phone -
(479) 751-8733
() _____

Current Zoning District: UT (Urban Thoroughfare) and C-2 (Thoroughfare Commercial)

Requested Zoning District: ☐ Residential PZD ☒ Commercial PZD ☐ Industrial PZD

Total Acreage: ±25 Acres

Number of Dwelling Units (Density): 0 units n/a units/acre
Total non-residential square feet (Intensity): 192,500 square feet 7,825 square feet/acre
0 % Residential Floor Area
100 % Commercial Floor Area
0 % Industrial Floor Area Industrial

765-22526-000, 765-22527-000, 765-22528-000,
765-22529-000, 765-22530-000, 765-22531-000,
Assessor's Parcel Number(s) for subject property: 765-22532-000, 765-22534-000, & 765-22535-000

Date of Pre-application meeting with City staff: MARCH 3, 2016

FINANCIAL INTERESTS: The following entities and / or people have financial interest in this project: Name(s)(printed): Cross Church, Inc., 49 & Wedington, LLC, and Fay CS, LLC

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Cross Church, Inc. Date: 4-13-2016

Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): Cross Church, Inc.

Signature: [Signature]

Date: 4-13-2016

Address: 1709 Johnson Road
Springdale, AR 72762

Name (printed): 49 & Wedington, LLC

Signature: [Signature]

Date: 4-12-16

Address: 2002 S. 48th Street, Suite A
Springdale, AR 72762

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jonathan Curth, Senior Planner

MEETING: May 23, 2016 (Updated with Planning Commission Results)

SUBJECT: **C-PZD 16-5408: Commercial Planned Zoning District (WEDINGTON & MARINONI DR/CROSS CHURCH, 441):** Submitted by ESI ENGINEERING, INC. for properties located at WEDINGTON & MARINONI DR. The properties are zoned C-2, THOROUGHFARE COMMERCIAL and UT, URBAN THOROUGHFARE and contains approximately 24.60 acres. The request is to rezone the property to C-PZD, Commercial Planned Zoning District.

RECOMMENDATION:

Planning staff recommends denial of **C-PZD 16-5408**.

BACKGROUND:

Property and background: The subject property contains 24.60 acres located south and west of the intersection of Wedington and Marinoni Drives. Although the property is not currently developed above grade, infrastructure is already in place, including roads, sanitary sewer, and water. The property is currently zoned C-2, Thoroughfare Commercial and UT, Urban Thoroughfare. In 2002 the property was developed and subdivided into nine commercial lots with all aforementioned public infrastructure installed. Additionally, planned improvements by the Arkansas Highway and Transportation Department (AHTD) will realign Futrall Drive and access to Interstate 49 (*see attachment*). Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Commercial; Multi-family; Single-family	C-2, Thoroughfare Commercial; RMF-24, Residential Multi-Family, Twenty-four Units Per Acre; and RSF-4, Residential Single-Family, Four Units per Acre
South	Undeveloped/Wooded	RSF-4, Residential Single Family Four Units per Acre
East	Undeveloped; Church	R-O, Residential Office RSF-4, Residential Single-Family, Four Units per Acre
West	Interstate 49	n/a

Proposal: The applicant requests a rezone from C-2, Thoroughfare Commercial and UT, Urban Thoroughfare to a C-PZD, Commercial Planned Zoning District, to allow development of the existing subdivision to accommodate a church and other commercial uses. The church would occupy Lots 8 and 9, while a fitness center is proposed for Lots 1, 3, and 5, a hotel for Lots 4 and

6, and restaurant on lot 1. The layout of the proposed Commercial Planned Zoning District is typical of suburban, commercial development, with buildings set back and parking located between the structures and the street.

INFRASTRUCTURE:

Streets and Rights-of-Way:

This site is served by the short stub out of the Collector street Marinoni Drive, which provides direct connection to Wedington Drive, a Principal Arterial street. The City's Master Street Plan identifies Marinoni Drive for extension to the southwest, ultimately crossing I-49 with an overpass to connect with Persimmon Street. The site is served by Futrall Drive to the west, which also directly connects to Wedington Drive. Futrall is to be realigned following work by AHTD on the I-49 and Wedington interchange.

All the on-site streets, including MacMillan and Pam Angus Drives are built to City standard and have been dedicated as public right-of-way.

Water:

Public water is accessible to the site. An 8-inch water main exists in the Wedington Drive, Marinoni Drive, McMillan Drive, and Pam Angus Drive rights-of-way.

Sewer:

Public sanitary sewer is available to the site. An 8-inch sanitary sewer main runs from Wedington Drive to Marinoni Drive, and from there along McMillan Drive. Additionally, a 10-inch sanitary sewer main adjoins the southern property boundary.

Drainage:

Stormwater management was approved for the site during its original platting, and no changes are proposed to the existing detention facilities as a part of the C-PZD. Improvements for drainage will need to be reviewed at the time of individual development submission. Although the property is not affected by the 100-year floodplain, it is subject to the City's Streamside Protection Zone, which affects portions of Lots 1, 3, 5, and 7-9.

Fire:

The development will be protected by Engine 2 located at 708 N. Garland. It is 1.9 miles from the station with an anticipated response time of 3.5 minutes to the beginning of the development. No adverse impact to response times or service is anticipated by this development.

Police:

The Police Department has not expressed any concerns with this request.

Trails:

As identified in the Fayetteville Active Transportation Plan, and due to the future realignment of Futrall Drive associated with the AHTD improvements to the I-49 and Wedington interchange, a shared use path shall be located along the east side of the proposed rerouted Futrall Drive with sufficient green space separation from the road. Per the Trails Coordinator, the construction of the section of this shared use paved trail from Wedington Drive southward to the south property line of this project shall be included according to City standards along with the dedication of a multi-use trail easement (*see attachment*).

Public Comment: Notification was delivered to property owners within 100 feet of the project boundary and one public notice sign was posted on the property. Staff has received no public comment.

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Map designates the property as an **Urban Center Area**.*

Urban Center Areas contain the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings. They accommodate rowhouses, apartments, local and regional retail, including large-scale stores, hotels, clean tech industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas. Additionally, infill of existing development centers should be strongly encouraged, since there is greater return for properties already served by public infrastructure.

Urban Center Guiding Policies:

- a. Encourage mixed-use development to allow for shared parking and day and night utilization of available parking.*
- b. Encourage intensive mixed-use development within one-quarter mile of public transit routes.*
- c. Provide enough retail business and service space to enable Fayetteville to realize its full potential as a regional market.*
- d. Encourage continuing improvements and expansion of regional shopping and entertainment attractions.*
- e. Require that large commercial sites be designed and landscaped in a manner that preserves the aesthetic character of their surroundings.*
- f. Direct new regional development into designated regional commercial centers.*
- g. Approve new regional commercial development as Planned Zoning Districts (e.g. shopping centers, business parks, medical parks, industrial parks and mixed-use developments) or complete neighborhood plans in order to assure the overall integration of design and use.*
- h. Utilize principles of traditional residential urban design to create compatible, livable, and accessible neighborhoods.*
- i. Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.*
- j. Utilize the Master Street Plan and incorporate bike lanes, parkways, and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.*
- k. Utilize open space by providing pocket parks and community green space, creating connectivity of natural areas across the community.*
- l. Encourage the integration of clean tech industrial uses with residential and commercial uses.*

Recommendation:

Planning staff recommends denial of **C-PZD 16-5408**.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>May 23, 2016</u>	☐ Tabled	☐ Forwarded	☒ Denied
Motion: Hoffman	Second: Quinlan	Vote: 7-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date:	☐ Approved	☐ Denied	

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: Staff finds portions of the application to be in compliance with the land use planning objectives established by the City Council in City Plan 2030, but there are some aspects of the application that may conflict with these policies. The application for this rezoning to a C-PZD was submitted consistent with the format required by ordinance and the PZD application. The applicant interacted with City staff throughout the application process, and has been made aware of concerns regarding some aspects of the PZD.

Among these concerns are the many inconsistencies with the guiding policies of City Plan 2030. As an area classified as Urban Center Area by City Plan 2030, the subject properties are expected to align with many, if not all of the guidelines set forth. While the proposed C-PZD does address some guiding policies, like the provision of retail space and services to facilitate Fayetteville achieving its market potential, it falls short of many others. As proposed, the C-PZD does not strive to develop in a traditional town form or enhance and accommodate alternative modes of transportation. Parking arrangements are more in-line with those found in urban sprawl development, with little opportunity or need for maximizing the possibility for sharing of the large and impervious surface parking areas. Staff contends that there are many viable site design options that can meet achieve the objectives of the proposed C-PZD (*see attached staff alternatives*).

The density, development pattern, and building type, with small and medium commercial buildings, is marginally compatible with the surrounding uses. The proposed C-PZD provides a transition from the small commercial businesses and single family neighborhoods to the north and east to the intersection of I-49/540 and Wedington. The exception to compliance with the Urban Center Area designation being the idea that the mixed-use development does not generally include institutional uses like churches, but instead a diversity of commercial and residential development.

The PZD's compliance with the primary goals of City Plan 2030 is discussed below.

Goal 1: *Infill and revitalization.* The PZD is, after a fashion, a form of redevelopment and infill. As noted, the existing infrastructure has remained unused for over a decade. Utilizing the current streets, water, and sanitary sewer infrastructure potentially eliminates the need for the proposed projects to be accommodated on the municipal fringes.

Goal 2: *Discourage suburban sprawl.* By being an infill location, the C-PZD discourages suburban commercial development, and keeps greenfields on the perimeter of the city. This infill project is able to take advantage of proximity to existing utility infrastructure, and transit more than a sprawling development.

Goal 3: *Traditional Town Form.* The form of the proposed C-PZD master plan is not consistent with a traditional town form pattern that is adopted as part of City Plan 2030. The development generally proposes buildings that are not street-oriented or integrated with green space, but are instead set back within parking lots. Pedestrian linkages between and among the units is limited to sidewalks along the rights-of-way of interior streets. In addition to the proposed buildings of the C-PZD being unintegrated with each other, they also lack any relationship or connectivity with surrounding neighborhoods.

Goal 4: *Grow a livable transportation network.* Traffic congestion is a problem along Wedington Drive, which provides the primary access to the site. Although this project may not individually appear to warrant a new traffic signal on Wedington, any development will be required to contribute a proportional cost for an assessment for a future traffic signal at Marinoni Road/Wedington Drive. This development begins to concentrate development at one of the busiest intersections in the City, I-49/Wedington. This PZD would help define a node, or concentration of development in this area of the City, helping towards the goal of expanded public transit in this area. That said, the proposed layout of the C-PZD, particularly for church-goers, is decidedly unfriendly to non-motorized transportation options.

Goal 5: *Assemble an enduring green network.* The project provides no open space other than the noted unbuildable floodway in Lot 10. Other open space areas in the proposed C-PZD area are subject to proposed AHTD improvements to the I-49/Wedington interchange or are explicitly delineated as not being public space.

Goal 6: *Create opportunities for attainable housing.* This proposed commercial project is not geared towards an affordable housing product, and the applicant has deliberately removed any opportunity to develop housing, whether single- or multi-family, by removing residential dwellings from the C-PZD's permitted or conditional uses.

Compatibility Analysis. The zoning and uses proposed in this project are largely compatible with those of the surrounding area. Thoroughfare commercial and multi-family housing to the north compliment are of similar land use intensity to those proposed. Additionally, the proximity of the subject property to the interchange works to transition the lower intensity commercial and residential uses to the north and east to the more intensive development associated with a highway interchange.

Compatibility is not so certain however, with the adjacent undeveloped RSF-4 properties. If developed to the single-family residential requirements this may not transition well to the surface parking-intensive development proposed with the C-PZD. While the applicant has proposed a larger rear setback for when a property is contiguous with a single-family residential district, this does not preclude the construction of surface parking within the setback.

Other primary components of compatibility, perhaps as important as land use intensity, are building typology and site design. The building types proposed throughout this C-PZD share few, if any similarities to adjacent uses. Large areas of surface parking are proposed that are not seen among any of the adjacent properties. Parking lots will be located along both sides of McMillan Drive and will surround each of the proposed buildings on at least three sides. This will create a site design where buildings are further apart than in any of the commercial, multi-family, or single-family areas in the surrounding area.

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

Finding: At this time the property is zoned UT and C-2, which allow a wide and flexible variety of commercial development that cater to surrounding communities. The developer desires to create a primarily commercial but also institutional development, with uses that would be permitted without condition under the existing zoning. The proposed C-PZD is actually significantly more restrictive than the current UT zoning designation, and limits the possibility of future or alternative developments. In fact, Planning Areas 1 and 2 have fewer uses allowed by right or conditionally than any of the existing commercial zoning districts within the City of Fayetteville. With few exceptions, notably the larger property setback distance requirements, the C-PZD dramatically restricts the potential for development that varies from the proposed structures. The purpose for this rezoning, as defined by the applicant is to encourage the development of a fitness center, restaurant, and hotel in Planning Area 1 and a church in Planning Area 2.

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: The population density would not change due to the proposed C-PZD, but the number of visits to the site would certainly create additional demand on public water, sanitary sewer, and traffic services. While it has been determined that the previously built water and sanitary sewer infrastructure is sufficient to accommodate this project as proposed, staff has required that a traffic study be performed to assess whether an undesirable impact will be result from development.

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;

Finding: All the uses proposed in this C-PZD are also allowed in the existing UT zoning district. Combined, the permitted and conditional uses of the C-PZD would represent a more restricted commercial zoning district than any other available in the City of Fayetteville.

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: As discussed in the findings above, there are reasons why the zoning may not be desirable. The C-PZD would increase traffic volumes on a congested arterial. The C-PZD proposes a very limited number of permitted and conditional uses while lacking a traditional town design that facilitates the movement of non-motorized transportation. The C-PZD does not contribute towards a diversity of housing, or any type of mixed-use development that facilitates Fayetteville's City Plan 2030 goals.

That said, the project will create development in an area where infrastructure is in place and underutilized. Assuming the proposed uses for this C-PZD are not committed to this site, by locating on the subject property limits the church, gym, restaurant, and hotel are not being built in greenfield areas on the City's periphery. Another benefit of this development is to increase the market potential of this interchange specifically, and the City at large. While approximately 12 acres of the most visible area of the proposed C-PZD will be dedicated for a use that does not support Fayetteville achieving its market potential, the balance of the lots are dedicated to commercial uses that are appropriate for a burgeoning commercial node.

Sec. 166.06. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

- (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) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: The proposal meets the intent of several of the parameters of the above criteria, including the minimal disturbance of existing natural amenities, and the utilization of existing infrastructure. And as discussed, many of the project's uses are generally compatible with surrounding land uses, and largely appropriate for such a high-visibility and high-traffic interchange. That said, and as mentioned numerous times, the C-PZD as proposed would significantly limit the flexibility in the distribution of land uses and density of development. The limitations on permitted and conditional uses coupled with the increased setback requirements creates an area with extremely narrow development options and restricted site layouts. Furthermore, the C-PZD is generally inconsistent with the Future Land Use Plan designation of a Urban Center Area by proposing large parking areas with little spatial opportunity for sharing, not utilizing green space for connectivity and community green space, and not incorporating elements to facilitate alternative modes of transportation.

BUDGET/STAFF IMPACT:

None

Attachments:

- Fire Department Comments
- AHTD I-46 & Wedington Interchange Improvements
- Planning Staff Site Layout Concepts
- Current Land Use Map
- Future Land Use Map
- Close Up Map
- One Mile Map

Provided separately:

- PZD Booklet
- PZD Plats



The City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701

Phone (479) 575-8365 Fax (479) 575-0471

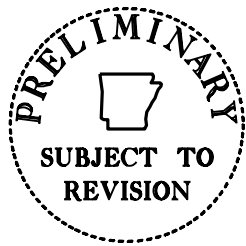
To: Jonathan Curth
From: Captain J. Ashley
Date: May 11, 2016
Re: C-PZD Wedington and Marinoni Dr

This development will be protected by Engine 2 located at 708 N. Garland.
It is 1.9 miles from the station with an anticipated response time of 3.5 minutes to the beginning of the development.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain J. Ashley
Assistant Fire Marshal
Fayetteville Fire Department



DATE	DATE FILMED	DATE REVISED	DATE FILMED	FED. RD. DIST. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
				JOB NO.	B80411	038	040	

INTERCHANGE LAYOUT

CURVE DATA											
CURVE NO.	LOCATION	P.I. STA.	P.C. STA.	P.T. STA.	Δ	D	R	T	L	e	LS
1	I-49	150+13.75	133+97.82	164+55.25	45° 51' 42" RT.	1° 30' 00"	3819.72'	1615.93'	3057.43'	EXIST.	EXIST.
2	HWY. 16/112S	119+90.15	118+31.00	121+49.29	0° 47' 45" RT.	0° 15' 00"	22918.31'	159.15'	318.29'	N.C.	N/A
3	RAMP 1	154+44.54	153+49.32	155+39.60	5° 42' 30" RT.	3° 00' 00"	1909.86'	95.22'	190.28'	N.C.	N/A
4	RAMP 1	162+15.23	157+67.56	166+21.11	42° 40' 39" RT.	5° 00' 00"	1145.92'	447.67'	853.55'	8.3%	300'
5	FUTRALL DRIVE	162+72.27	158+57.34	166+53.54	39° 48' 36" RT.	5° 00' 00"	1145.92'	414.93'	796.20'	6.1%	250'
6	RAMP 1/ FUTRALL DRIVE	172+68.88	171+20.48	174+06.78	37° 13' 07" LT.	13° 00' 00"	440.74'	148.40'	286.30'	10.0%	300'
7	RAMP 2	180+86.92	177+20.97	184+29.41	35° 25' 19" RT.	5° 00' 00"	1145.92'	365.95'	708.44'	8.3%	300'
8	RAMP 3	176+68.53	175+85.18	177+49.30	24° 37' 02" RT.	15° 00' 00"	381.97'	88.35'	164.12'	8.6%	250'
9	RAMP 3	183+02.87	181+67.38	184+37.12	13° 29' 13" LT.	5° 00' 00"	1145.92'	135.49'	269.74'	8.3%	300'
10	RAMP 3	188+98.24	188+03.02	189+93.30	5° 42' 30" LT.	3° 00' 00"	1909.86'	95.22'	190.28'	N.C.	N/A
11	S. SHILOH DRIVE	160+69.24	159+69.29	161+68.46	11° 57' 01" RT.	6° 00' 00"	954.93'	99.95'	199.17'	7.0%	250'
12	S. SHILOH DRIVE	166+44.52	165+45.72	167+42.62	11° 48' 50" LT.	6° 00' 00"	954.93'	98.80'	196.90'	7.0%	250'
13	N. SHILOH DRIVE	174+50.90	173+62.06	175+32.16	40° 49' 26" RT.	24° 00' 00"	238.73'	88.84'	170.10'	10.0%	300'
14	N. SHILOH DRIVE	180+71.75	179+07.16	182+30.01	27° 26' 31" LT.	8° 30' 00"	674.07'	164.59'	322.85'	6.1%	250'
15	RAMP 4	167+74.56	166+68.88	168+80.22	1° 35' 06" LT.	0° 45' 00"	7639.44'	105.68'	211.34'	R.C.	300'
16	RAMP 5		160+52.35	172+62.44	290° 25' 18" RT.	24° 00' 00"	238.73'		1210.09'	10.0%	300'

NOSE
RAMP 3 STA. 186+49.51, 7.50' RT. =
I-49 STA. 186+49.84, 65.78' LT.

HWY. 16/112S STA. 127+44.00 =
SHILOH DRIVE STA. 171+33.17
Δ = 75° 00' 00"

RAMP 4 STA. 173+85.82 =
HWY. 16/112S STA. 130+45.00 =
Δ = 83° 00' 00"

MARVIN AVENUE STA. 12+87.50 =
SHILOH DRIVE STA. 166+76.10
Δ = 89° 13' 25"

NOSE
SHILOH DRIVE STA. 166+51.67, 9.82' LT. =
RAMP 4 STA. 166+30.19, 7.50' RT.

RAMP 1 STA. 167+25.71, 10.50' RT. =
FUTRALL DRIVE STA. 166+53.54, 6.00' LT. =
RAMP 1/ FUTRALL DRIVE STA. 166+53.54

NOSE
RAMP 5 STA. 172+25.69, 15.00' LT. =
I-49 STA. 172+25.69, 79.00' RT.

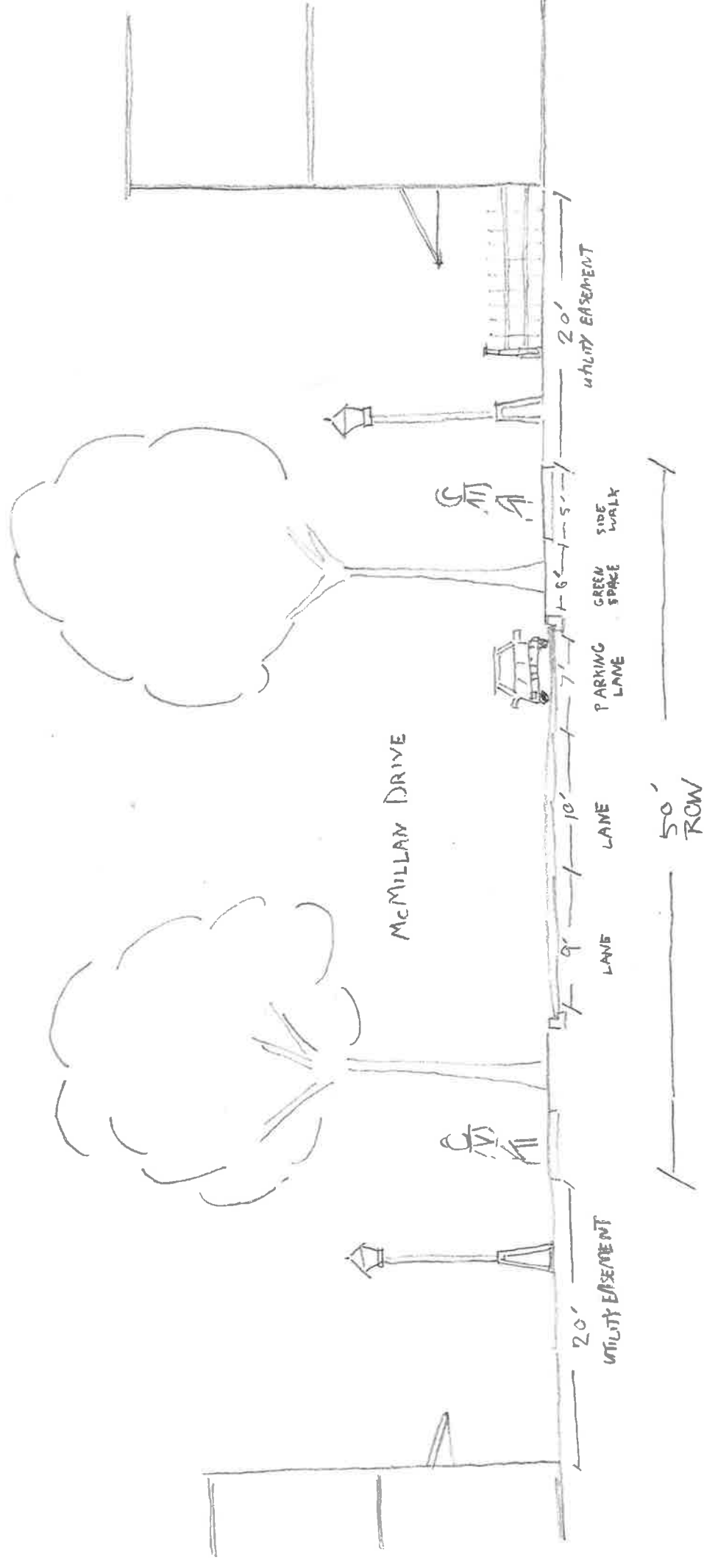
NOSE
RAMP 5 STA. 161+10.35, 15.00' LT. =
HWY. 16/112S STA. 136+52.75, 41.95' RT.

RAMP 2 STA. 175+25.64 =
HWY. 16/112S STA. 137+96.21
Δ = 75° 00' 00"

RAMP 1/ FUTRALL DRIVE STA. 177+23.63 =
HWY. 16/112S STA. 139+90.00 =
Δ = 75° 00' 00"

INTERCHANGE LAYOUT
RAMP 3 - ALT. 1 (15° SKEW)

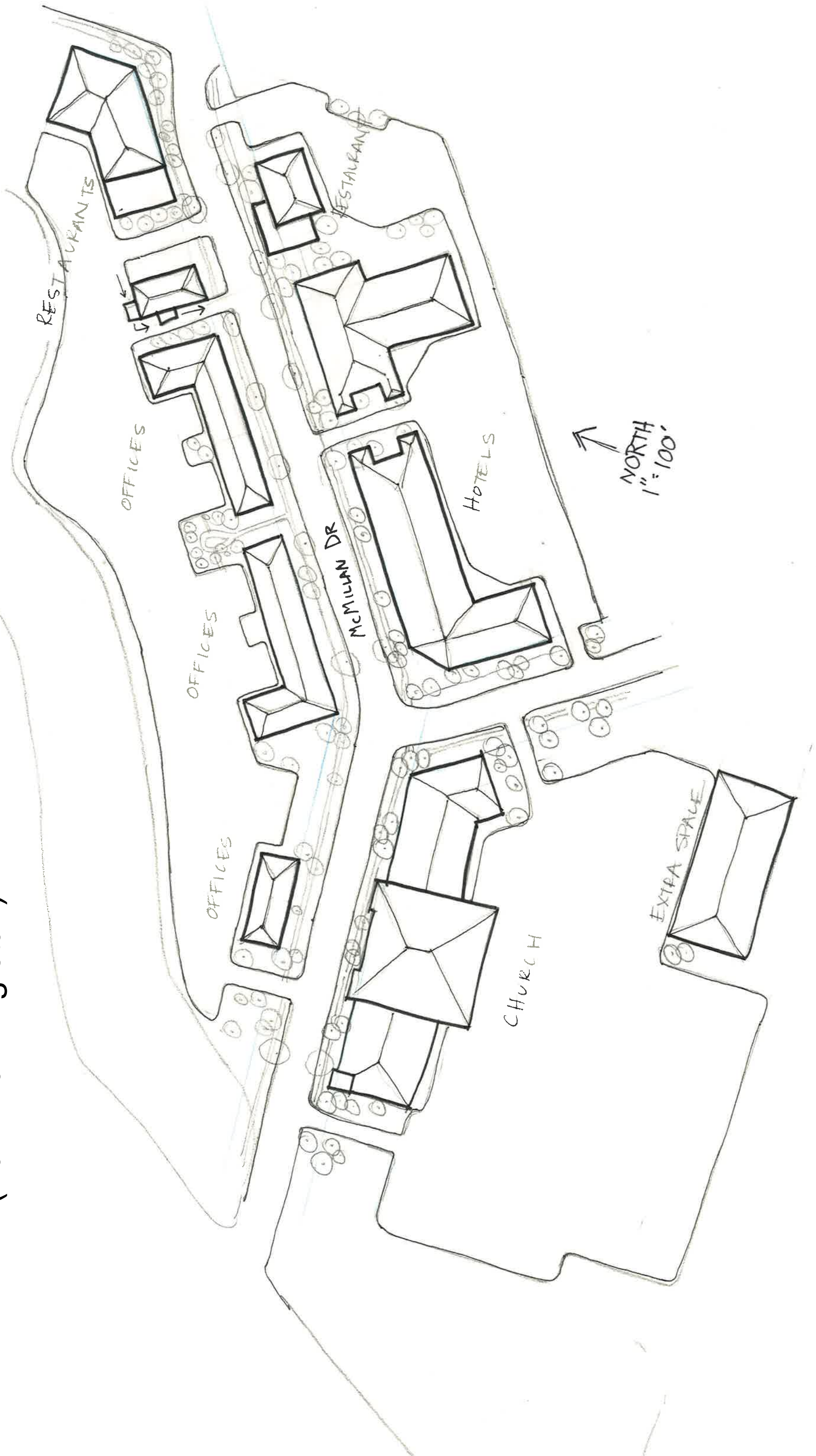
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McMillan Estates Street Cross Section
(from Planning staff)

McMillan Estates Alternative Site Layout I

(from Planning staff)



C2 ↔ UT

parking
blag footprint
landscaping

McMillan Estates Alternative Site Layout II (from Planning staff)

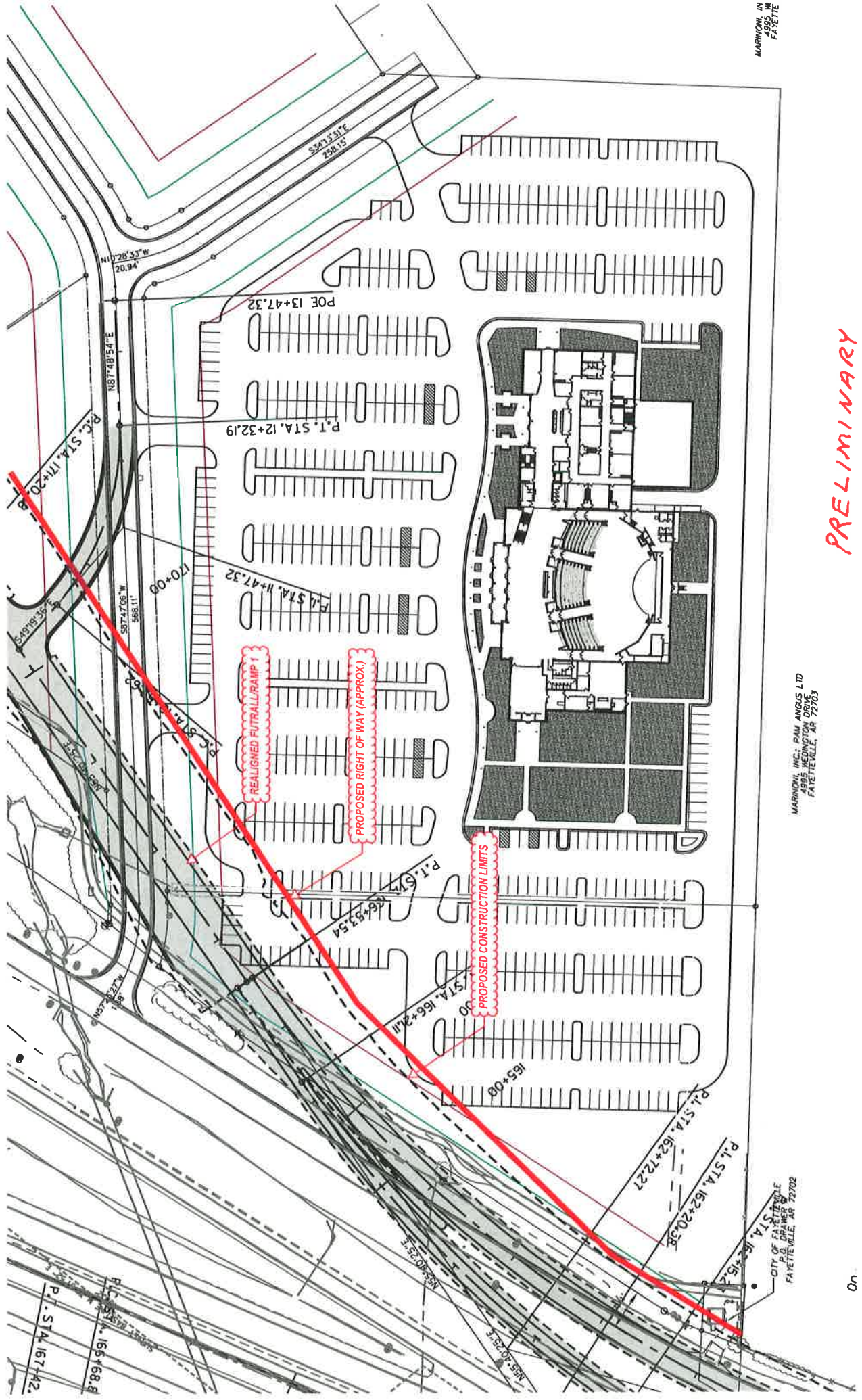




McMullan Estates Alternative Site Layout III
(from Planning staff)

McMillan Estates Alternative Site Layout III (from Planning staff)





PRELIMINARY
SUBJECT TO REVISION

MARINOW, INC., PAM ANGUS LTD
4995 W
FAVETTEVILLE, AR 72705

MARINOW, INC.
4995 W
FAVETTEVILLE, AR 72705



PETERS & ASSOCIATES
ENGINEERS, INC.

May 18, 2016

Mr. Jason Appel, P.E.
Engineering Services, Inc.
1207 South Old Missouri Road
Springdale, Arkansas 72765-0282

Re: P1826
Vehicle Trip-Generation Comparison
Existing 9-Tract Commercial Zoning vs. Proposed PZD McMillan Estates Development
and
Traffic Signal Warrants – Wedington Drive and Marinoni Drive
McMillan Estates
Fayetteville, Arkansas

Dear Mr. Appel:

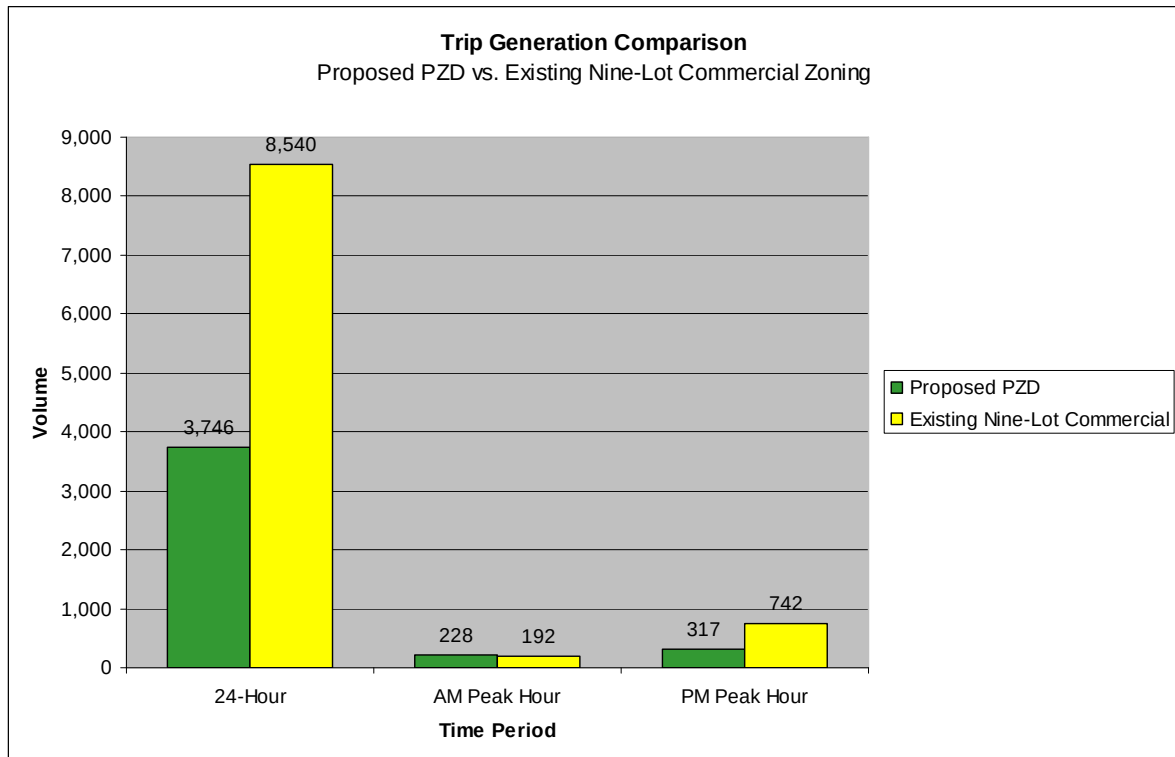
As you requested, Peters & Associates Engineers, Inc. has compared vehicle trip generation of the existing nine-lot commercial zoning vs. the proposed PZD development to consist of a church, a fitness center, a restaurant and a hotel as proposed to be constructed along McMillan Drive east of Futrall Drive and west of Marinoni Drive in Fayetteville, Arkansas. The site is just east of I-49 and just south of Wedington Drive.

The nine lots within the McMillan Estates total approximately 22.69 acres. For the existing commercial zoning, 20 percent building coverage was assumed for estimating the commercial building square feet. This calculates to approximately 200,000 square feet of building. It is likely that several buildings could be constructed on these nine lots, but the aggregate square feet could total close to what has been estimated and it is what has been assumed as a part of this study to develop traffic volume projections. The trip generation for the proposed PZD land uses were based on an approximate 900 seat church, an approximate 41,000 square-foot fitness center, an approximate 125 room hotel and an approximate 6,500 square-foot restaurant.

The Trip Generation, an Informational Report, published by the Institute of Transportation Engineers (ITE) Trip Generation Manual 9th Edition, 2012, and Trip Generation Software 2013 by Trafficware, LLC, were utilized in calculating the magnitude of traffic volumes expected to be generated by the existing nine-lot commercial zoning vs. the proposed PZD development of the site. These are reliable sources for this information and are universally used in the traffic engineering profession. Results of these calculations are summarized on the following table and chart, "Trip-Generation Comparison."

PROPOSED PZD			DAILY TWO-WAY VOLUME	AM PEAK HOUR VOLUME		PM PEAK HOUR VOLUME	
LAND USE	APPROXIMATE SIZE	ITE CODE		ENTER	EXIT	ENTER	EXIT
Church	900 Seats	560	549	21	13	16	17
Fitness / Health Club	41,000 Sq. Ft.	492	1,350	29	29	83	62
Hotel	125 Rooms	310	1,021	39	27	38	37
High-Turnover Sit-Down Restaurant	6,500 Sq. Ft.	932	826	39	31	38	26
SUB-TOTALS:			3,746	128	100	175	142
TOTAL TRIPS ENTERING + EXITING				228		317	

EXISTING NINE-LOT COMMERCIAL ZONING			DAILY TWO-WAY VOLUME	AM PEAK HOUR VOLUME		PM PEAK HOUR VOLUME	
LAND USE	APPROXIMATE SIZE	ITE CODE		ENTER	EXIT	ENTER	EXIT
Commercial Retail (20% coverage of Tracts 1-9)	200,000 Sq. Ft.	820	8,540	119	73	356	386
TOTAL TRIPS ENTERING + EXITING				192		742	



Trip-Generation Comparison

It was found that trip-generation corresponding to the nine-lot commercial zoning vs. the proposed PZD development land uses of the site are as follows:

- 24-Hour: The proposed PZD land uses are calculated to generate, on a 24-hour basis, 4,794 fewer vehicle trips (combined in and out) than the existing zoning commercial land uses. This equates to approximately 56 percent fewer vehicle trips.

- AM Peak Hour: The proposed PZD land uses are expected to generate only 36 more vehicle trips (combined in and out) than the existing zoning possible land uses during the AM peak hour. This equates to approximately only 16 percent more vehicle trips.
- PM Peak Hour: The proposed PZD land uses are expected to generate 425 fewer vehicle trips (combined in and out) than the existing zoning possible land uses during the PM peak hour. This equates to approximately 57 percent fewer vehicle trips.

Traffic signal warrants analysis for projected traffic conditions for the intersection of Wedington Drive and Marinoni Drive to include full build-out of the proposed PZD have been made. As a part of these projected traffic conditions, the Arkansas State Highway and Transportation Department (AHTD) planned interchange improvements for I-49 and Wedington Drive have been assumed. These AHTD planned improvements include a connection of McMillan Drive to the re-aligned Futrell Drive and I-49 northbound off-ramp.

In evaluating the need for a traffic signal, certain established warrants must be examined by a comprehensive investigation of traffic conditions and physical characteristics of the location. The decision to install a traffic signal at a particular location must be evaluated quantitatively relative to these warrants. These warrants, as specified in the Manual on Uniform Traffic Control Devices (MUTCD), are described in detail in the appendix of this report. They are summarized as follows:

- ◆ **Warrant One: Eight-Hour Vehicular Volume**
- ◆ **Warrant Two: Four-Hour Vehicular Volume**
- ◆ **Warrant Three: Peak Hour**
- ◆ **Warrant Four: Pedestrian Volume**
- ◆ **Warrant Five: School Crossing**
- ◆ **Warrant Six: Coordinated Signal System**
- ◆ **Warrant Seven: Crash Experience**
- ◆ **Warrant Eight: Roadway Network**

Per standard AHTD procedure with a right-turn lane on the side street (Marinoni Drive), a large portion of northbound right-turn volumes were factored out of the traffic signal warrants analysis. It was found that traffic signal warrants are not projected to be met for the intersection of Wedington Drive and Marinoni Drive with projected traffic volumes (with 60 percent northbound right-turn volume factored out). Volumes are not expected to be sufficient at this intersection to satisfy any warrants. The traffic signal warrants analysis results for this intersection are summarized on the following table, "Traffic Signal Warrants Results - Wedington Drive and Marinoni Drive - Projected Traffic Conditions with 60% Right-Turns Factored Out."

Mr. Jason Appel, P.E.
 May 18, 2016
 Page 4

FINAL RESULTS:			Traffic Signal Warrants Analysis						
Projected Traffic Conditions									
W/ 60% RTs Factored Out			Hour warrant was met:						
Major St.:	Wedington Drive		VOLUME		COMB.		4 Hr.		Peak
Minor St.:	Marinoni Drive		420	630	336	504			
			105	52	84	41			
	SUM	MAX.			#8-1	#8-2			
HOUR	MAJOR	MINOR	1A	1B	1AB		2	3	
7:00	1928	23	0	0	0	0	0	0	0
8:00	1490	23	0	0	0	0	0	0	0
9:00	1296	28	0	0	0	0	0	0	0
10:00	1046	29	0	0	0	0	0	0	0
11:00	1374	30	0	0	0	0	0	0	0
12:00	1706	53	0	1	0	0	1	0	0
13:00	1666	56	0	1	0	0	1	0	0
14:00	1759	56	0	1	0	0	1	0	0
15:00	2078	52	0	0	0	0	1	0	0
16:00	2039	41	0	0	0	0	1	0	0
17:00	2249	47	0	0	0	0	1	0	0
18:00	1897	61	0	1	0	0	1	1	0
19:00	1461	64	0	1	0	0	1	1	0
20:00	1280	55	0	1	0	0	1	0	0
21:00	1022	55	0	1	0	0	1	0	0
			0	7	0		2	0	
This intersection DOES NOT SATISFY the warrants for signalization as outlined in the "M.U.T.C.D."									

*Traffic Signal Warrants Results - Wedington Drive and Marinoni Drive
 Projected Traffic Conditions with 60% Right-Turns Factored Out*

If you have any questions or need additional information, please contact us.

Sincerely,
PETERS & ASSOCIATES ENGINEERS, INC.



Ernest J. Peters, P.E.
 President

Trip Generation Summary - All Commercial
Average Weekday Driveway Volumes

Project: All Commercial
Alternative: All Commercial

Open Date: 5/17/2016
Analysis 5/17/2016

ITE	Land Use	Average Daily Trips			AM Peak Hour			PM Peak Hour		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
820	CENTERSHOPPING 1	4270	4270	8540	119	73	192	356	386	742
	200 Gross Leasable Area 1000 SF									
Unadjusted Driveway Volume		4270	4270	8540	119	73	192	356	386	742
Unadjusted Pass-By Trips		0	0	0	0	0	0	121	131	252
Internal Capture Trips		0	0	0	0	0	0	0	0	0
Adjusted Driveway Volume		4270	4270	8540	119	73	192	356	386	742
Adjusted Pass-By Trips		0	0	0	0	0	0	121	131	252
Adjusted Volume Added to Adjacent Streets		4270	4270	8540	119	73	192	235	255	490
Total AM Peak Hour Internal Capture = 0 Percent										
Total PM Peak Hour Internal Capture = 0 Percent										

Trip Generation Summary - PZD
Average Weekday Driveway Volumes

Project: PZD
Alternative: PZD

Open Date: 5/17/2016
Analysis 5/17/2016

ITE	Land Use	Average Daily Trips			AM Peak Hour Adjacent Street Traffic			PM Peak Hour Adjacent Street Traffic		
		Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
560	CHURCH 1 900 Seats	275	274	549						
492	CLUBHEALTH 1 41 Gross Floor Area 1000 SF	675	675	1350	29	29	58	83	62	145
310	HOTEL 1 125 Rooms	511	510	1021	39	27	66	38	37	75
932	RESTAURANTHT 1 6.5 Gross Floor Area 1000 SF	413	413	826	39	31	70	38	26	64
Unadjusted Driveway Volume		1874	1872	3746	107	87	194	159	125	284
Unadjusted Pass-By Trips		0	0	0	0	0	0	16	11	27
Internal Capture Trips		0	0	0	3	3	6	4	4	8
Adjusted Driveway Volume		1874	1872	3746	104	84	188	155	121	276
Adjusted Pass-By Trips		0	0	0	0	0	0	16	11	27
Adjusted Volume Added to Adjacent Streets		1874	1872	3746	104	84	188	139	110	249
Total AM Peak Hour Internal Capture = 3 Percent										
Total PM Peak Hour Internal Capture = 3 Percent										

Traffic Signal Warrants Analysis

INTERSECTION CONFIGURATION						Required Vol. for Warrant:		major	minor
						Warrant			
CITY:	Fayetteville, AR	No. Lanes	Major: 2	Minor: 1		1A		420	105
CO.:	Washington		---	---		1B		630	52
HWY.,Mjr.:	Wedington Drive	Accidents > 5/yr?	(Y or N)	N		1AB (80% 1 & 2)		336	84
ST.,Minor:	Marinoni Drive	Speed =>40, or Pop. < 10 K		Y				504	41
Projected Traffic Condition Factor out "RTs" (Y or N)?: Yes						2 (4 Hr.)	(see formula)		
W/ 60% RTs Factored Out						Major: EB	N	WB	N
						Minor: NB	Y	SB	n/a
May 17, 2016	Study performed by	RMT				Adj. Factor:		0.7	

Traffic Signal Warrants Analysis

CITY: Fayetteville, AR
CO.: Washing
HWY.,Mjr.: Wedington Drive
ST.,Minor: Marinoni Drive
Projected Traffic Conditions
W/ 60% RTs Factored Out

MAJOR ST.										MINOR ST.										FINAL RESULTS: Traffic Signal Warrants Analysis									
(direction)										(direction)										Projected Traffic Conditions									
Direction: EB										Direction: NB										W/ 60% RTs Factored Out									
Factor 100%										Factor 100%										Hour warrant was met:									
STARTING TIME										Existing + Proj man. results										VOLUME									
Existing + Proj man. results										Existing + Proj man. results										COMB. 4 Hr. Peak									
RESULTS SUM										RESULTS SUM										#8-1 #8-2									
SUM										SUM										HOUR MAJOR MINOR 1A 1B 1AB 2 3									
7:00	1498		1498	430		430		1928		23		23	0		0		60		75	7:00	1928	23	0	0	0	0	0	0	0
8:00	1036		1036	453		453		1490		23		23	0		0		60		75	8:00	1490	23	0	0	0	0	0	0	0
9:00	810		810	485		485		1296		28		28	0		0		60		75	9:00	1296	28	0	0	0	0	0	0	0
10:00	510		510	535		535		1046		29		29	0		0		60		102	10:00	1046	29	0	0	0	0	0	0	0
11:00	677		677	697		697		1374		30		30	0		0		60		75	11:00	1374	30	0	0	0	0	0	0	0
12:00	861		861	845		845		1706		53		53	0		0		60		75	12:00	1706	53	0	1	0	0	1	0	0
13:00	841		841	825		825		1666		56		56	0		0		60		75	13:00	1666	56	0	1	0	0	1	0	0
14:00	797		797	963		963		1759		56		56	0		0		60		75	14:00	1759	56	0	1	0	0	1	0	0
15:00	945		945	1133		1133		2078		52		52	0		0		60		75	15:00	2078	52	0	0	0	0	1	0	0
16:00	845		845	1194		1194		2039		41		41	0		0		60		75	16:00	2039	41	0	0	0	0	1	0	0
17:00	1032		1032	1217		1217		2249		47		47	0		0		60		75	17:00	2249	47	0	0	0	0	1	0	0
18:00	871		871	1027		1027		1897		61		61	0		0		60		75	18:00	1897	61	0	1	0	0	1	1	0
19:00	648		648	813		813		1461		64		64	0		0		60		75	19:00	1461	64	0	1	0	0	1	1	0
20:00	545		545	735		735		1280		55		55	0		0		60		75	20:00	1280	55	0	1	0	0	1	0	0
21:00	434		434	587		587		1022		55		55	0		0		60		120	21:00	1022	55	0	1	0	0	1	0	0
																				0 7 0 2 0									
																				This intersection DOES NOT SATISFY the warrants for signalization as outlined in the "M.U.T.C.D."									

* Note: Manual value is used if available.
Results have been factored for machine count error.

EXHIBIT 'C'

PLANNED ZONING DISTRICT APPLICATION PROJECT BOOKLET

for

McMILLAN ESTATES PLANNED ZONING DISTRICT

in

FAYETTEVILLE, ARKANSAS

May 2016

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PROJECT BOOKLET – McMILLAN ESTATES PZD APPLICATION

This document provides detailed information regarding the proposed Planned Zoning District for Lots 1 - 10 of McMillan Estates Subdivision to the City of Fayetteville, Arkansas.

A) Current Ownership Information: Property included in the PZD is owned by three entities:

Lots 1-7 and Lot 10 are owned by Cross Church, Inc., 1709 Johnson Road, Springdale, AR 72762.

Lot 8 is owned by Fay CS, LLC, P.O. Box 7479, Springdale, AR 72766.

Lot 9 is owned by 49 and Wedington, LLC, 2002 S. 48th Street, Suite A, Springdale, AR 72762.

Cross Church, Inc. owns the majority of lots included in the rezoning, and is therefore listed as the “Applicant” on the rezoning application.

B) Summary of the Scope/Nature/Intent of the Proposal

The PZD is being requested to allow development of the existing subdivision as shown in the attached site plan, with a church campus at the south end on lots 8 and 9 (and potentially a portion of Lot 7 once AHTD realignment is completed), a fitness center on Lots 1, 3, and 5, a hotel on lots 4 and 6, and a restaurant on lot 1. Lot 10 is an unbuildable lot dedicated to stormwater conveyance. Lot 7 will initially be maintained as open space, but once a proposed ATHD improvement project is completed, the portion of Lot 7 south of a realigned McMillan Drive will become part of church development as well. The property is currently zoned UT (Urban Thoroughfare). The property included in the PZD is already developed as a commercial subdivision, so many of the considerations typically included in a PZD application, such as lot layout, lot size, street configuration, drainage considerations, etc. will not be applicable since the development has already been constructed and streets, water, sewer, drainage infrastructure are already in place.

C) General Project Concept:

1) Street and Lot Layout: Streets are already constructed, and no change to the existing street configuration is proposed. Lots have already been created by the Final Plat of the development.

2) Site Plan Showing Proposed Improvements: A site plan showing the proposed improvements is being submitted concurrently with this booklet.

3) Buffer Areas: The property is bounded on the north and west by major roads, which serve as de facto buffers. No buffer areas in this area are therefore proposed. The property adjacent to Lots 1 and 2 to the east is vacant and zoned Residential Office (R-O). Marinoni Drive separates Lot 1 from the R-O property. This zoning is a compatible use with the proposed development, and no buffer is proposed. Two large parcels owned by Marinoni, Inc. and Pam Angus, LTD border the PZD along much of the east boundary and the entire south boundary. This property is currently zoned RSF-4, but is vacant, and the current use appears to be agricultural. The most likely use for this property is future commercial development following rezoning to a commercial district. No buffer to the east is therefore proposed. I-49 lies along the west boundary, Wedington Drive along the north, both of which serve as de facto buffers along those sides of the PZD.

4) Tree Preservation Areas: The project is already a developed, platted commercial subdivision. All tree preservation requirements of the City of Fayetteville will remain in force within the PZD with no proposed modifications. However, the site is generally devoid of trees and tree preservation requirements are not generally applicable to the property. Mr. John Scott, Urban Forester, has approved a tree preservation waiver for the project.

5) Storm Water Detention Areas and Drainage: The property is already a platted development, and storm drainage for the subdivision has already been reviewed, approved, and installed by planning and engineering staff. No changes to the existing drainage and detention facilities are proposed as part of the PZD process. Storm water detention will not be required for development on individual lots within the development.

6) Undisturbed Natural Area: No easements or restrictions to conserve any undisturbed natural areas are proposed. The site was heavily disturbed during construction of the subdivision, and no undisturbed natural areas with significant conservation value are present.

7) Existing and Proposed Utility Connections and Extensions: Subdivision already has water and sewer. Any additional utility extensions would include cable, electric, phone, gas and will be installed within existing utility easements as needed to support proposed structures. All utility installation will be completed in conjunction with input from the utility companies.

8) Development and Architectural Design Standards: Development of the subdivision itself has already occurred. For individual lots, provisions of the enclosed revised subdivision covenants shall govern all development.

9) Building Elevations: Building elevations and architectural renderings for the Fitness One facility (lots 1, 3, and 5) and the Cross Church facility (lots 8 and 9) are included in the PZD application packet. Plans are still being developed for the proposed hotel and final details regarding the proposed restaurant on lot 2 have not yet been finalized. Lot 10 is an unbuildable lot and Lot 7 will remain undeveloped until realignment of McMillan Drive associated with proposed AHTD improvement project is completed.

D) Proposed Planning Areas: The PZD includes two Planning Areas (PA's). PA-1 includes lots 1-6 and lot 10. PA-2 includes lots 7-9.

E) Proposed Zoning Standards: Zoning standards for both PA's within the Master Plan in the City's UDC zoning format, Chapter 161, are provided below:

McMillan Estates PZD - Planning Area 1 Zoning Standards:

(A) *Purpose.* Planning Area 1 of the McMillan Estates PZD is designed especially to encourage the development of a fitness center on lots 1, 3, and 5 of the development, a restaurant on lot 2 of the development, and a hotel on lots 4 and 6 of the development, as detailed in the plans, exhibits, elevations, and descriptions provided in the PZD application packet., while also maintaining limited flexibility for the lots in the event one of the 3 prospective businesses within the PA does not proceed to construction as anticipated.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 13	Eating Places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping Goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Offices, studios, and related services

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front:	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None*
Side, when contiguous to a residential district	15 ft.
Rear	20 Ft.

*Within the PZD, buildings shall be allowed to be constructed over side lot lines in such a manner that parts of a single building are located on more than one lot, provided, however, that both lots the building shall be constructed on are owned by a single entity and further provided that the building may not be constructed within or over any utility, drainage, or other easement. In the event a single building is constructed with a portion of the building on more than one lot, ownership of such lots shall not be sold or transferred individually until such time the building has been demolished or modified in such a manner that the building is located solely within the confines of a single lot.

(F) Building Height Regulations.

Building Height Maximum - Lots 1, 3, and 5	35 ft. *
Building Height Maximum - Lots 2, 4, and 6	75 ft. *

* Any building which exceeds the height of 20 ft. shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 ft.

(G) Building area. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

McMillan Estates PZD - Planning Area 2 Zoning Standards:

(A) *Purpose.* Planning Area 2 of the McMillan Estates PZD is designed especially to facilitate the proposed Cross Church facility on lots 8 and 9 of the subdivision, as well as any portion of Lot 7 which may be located south of the realigned McMillan Drive right-of-way following completion of the AHTD project proposed in this area.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front:	30 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	20 ft. *
Side, when contiguous to a residential district	25 ft.
Rear	25 ft.

(F) *Building Height Regulations.*

*Within the PZD, buildings shall be allowed to be constructed over side lot lines in such a manner that parts of a single building are located on more than one lot, provided, however, that both lots the building shall be constructed on are owned by a single entity and further provided that the building may not be constructed within or over any utility, drainage, or other easement. In the event a single building is constructed with a portion of the building on more than one lot, ownership of such lots shall not be sold or transferred individually until such time the building has been demolished or modified in such a manner that the building is located solely within the confines of a single lot.

Building Height Maximum	75 ft. *
-------------------------	----------

* Any building which exceeds the height of 20 ft. shall be set back from any boundary line of any residential district a distance of one foot for each foot of height in excess of 20 ft.

(G) Building area. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

F) A chart comparing each Planning Area zoning to the current zoning district requirements for uses, setbacks, density, intensity, bulk and area regulations, etc.

(1) Comparison of Uses Permitted and Conditional Uses:

Comparison of Uses Permitted		Existing UT	Planning Area 1	Planning Area 2
Unit 1	City-wide uses by right	Yes	Yes	Yes
Unit 4	Cultural and recreational facilities	Yes	Yes	Yes
Unit 5	Government facilities	Yes	No	No
Unit 8	Single-family dwellings	Yes	No	No
Unit 9	Two-family dwellings	Yes	No	No
Unit 10	Three-family dwellings	Yes	No	No
Unit 13	Eating Places	Yes	Yes	No
Unit 14	Hotel, motel, and amusement facilities	Yes	Yes	No
Unit 16	Shopping Goods	Yes	Yes	No
Unit 17	Transportation trades and services	Yes	Yes	No
Unit 18	Gasoline service stations and drive-in/drive through restaurants	Yes	Yes	No
Unit 19	Commercial recreation, small sites	Yes	Yes	No
Unit 24	Home occupations	Yes	No	No
Unit 25	Offices, studios, and related services	Yes	Yes	No
Unit 26	Multi-family dwellings	Yes	No	No
Unit 34	Liquor Store	Yes	No	No
Unit 41	Accessory Dwellings	Yes	No	No
Unit 44	Cottage Housing Development	Yes	No	No
Unit 45	Small Scale Production	Yes	No	No

Comparison of Conditional Uses Permitted on Appeal		Existing UT	Planning Area 1	Planning Area 2
Unit 2	City-wide uses by conditional use permit	Yes	Yes	Yes
Unit 3	Public protection and utility facilities	Yes	Yes	Yes
Unit 20	Commercial recreation, large sites	Yes	No	No
Unit 21	Warehousing and wholesale	Yes	No	No
Unit 28	Center for collecting recyclable materials	Yes	No	No
Unit 29	Dance halls	Yes	No	No
Unit 33	Adult live entertainment club or bar	Yes	No	No
Unit 35	Outdoor music establishments	Yes	No	No
Unit 36	Wireless communications facilities	Yes	No	No
Unit 38	Mini-storage facilities	Yes	No	No
Unit 40	Sidewalk Cafes	Yes	No	No
Unit 42	Clean technologies	Yes	No	No
Unit 43	Animal Boarding and Training	Yes	No	No

(2) Comparison of Density Regulations:

Comparison of Density Requirements	Existing UT	Planning Area 1	Planning Area 2
Maximum Density	None	None	None

(3) Comparison of Bulk and Area Regulations:

Comparison of Lot Width Minimums	Existing UT	Planning Area 1	Planning Area 2
Single family dwellings	18 feet	None	None
All other dwellings	None	None	None
Non-residential	None	None	None

Comparison of Lot Area Minimums	Existing UT	Planning Area 1	Planning Area 2
Lot area minimum	None	None	None

(4) Comparison of Building Setback Regulations:

Comparison of Setback Requirements	Existing UT	Planning Area 1	Planning Area 2
Front:	Build-to zone from 10-25 feet from front property line	15 ft.	30 ft.
Front, if parking is allowed between the right-of-way and the building	Build-to zone from 10-25 feet from front property line	50 ft.	50 ft.
Side	None	None	20 ft.
Side, when contiguous to a residential district other than single family	None	15 ft.	25 ft.
Side, when contiguous to a single -family residential district	15 ft.	15 ft.	25 ft.
Rear	None (unless adjacent to single family residential)	20 ft.	25 ft.
Rear, when contiguous to a single -family residential district	15 ft.	20 ft.	25 ft.

(5) Comparison of Building Height Regulations:

Comparison of Maximum Building Height	Existing UT	Planning Area 1	Planning Area 2
Maximum Building Height	56/84' *	35/75' **	75' **

* A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

** Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(6) Comparison of Minimum Buildable Street Frontage Regulations:

Comparison of Minimum Buildable Street Frontage	Existing UT	Planning Area 1	Planning Area 2
Minimum Buildable Street Frontage:	50% of Lot Width	None	None

G) An analysis of the site characteristics related to the proposal:

The PZD is contained within an existing, previously constructed and platted commercial subdivision reviewed, inspected, and approved by the City of Fayetteville. All drainage structures, streets, and water and sewer lines are already in place. No issues related to environmentally hazardous, sensitive, or natural resource areas are anticipated. The site was heavily disturbed previously during construction of the subdivision, and all drainage through the development is contained within pipes and man-made ditches. The site is bordered to the west by U.S. Interstate 49 and to the north by Wedington Drive. Construction of these streets and related infrastructure such as drainage conveyances and utility lines had significant impacts on the land adjacent to the PZD. Improvements to the I-49 / Wedington interchange under consideration by AHTD are likely to further impact/disturb the area. There is little to no land within, north of, or west of the proposed development which could be characterized as being in its natural or pristine state. The property east and south of the PZD is currently vacant pastureland, and the most likely future use of this property is considered to be development for commercial uses. There are little to no trees within the PZD which could be impacted by construction activities, and a tree preservation waiver for the PZD has been granted by the Urban Forester. The primary focus related to any natural resources associated with construction activities within the development will be stormwater pollution prevention to avoid sediment from entering the stormwater conveyances north and west of the development during construction activities. Stormwater pollution prevention plans are required as a standard element within Large Scale Development plans and will be required as part of the plan review process. The overall potential for adverse impacts to any sensitive or valuable natural resources is therefore considered to be low for this project.

H) Description of recreational facilities, including existing and proposed park sites, open space, and accessibility to parks and open space areas:

The proposed PZD does not include dedication of new public park areas or perpetually dedicated open space areas. However, Lot 10 of the subdivision is an unbuildable lot and provides an open space along the west side of the PZD along the I-49 corridor. This open space will potentially be affected by future I-49/Wedington Drive interchange improvements. Lot 7 will initially provide an area of open space for the development, but the land currently included in Lot 7 which lies south of the future alignment of McMillan Drive associated with AHTD improvements will become part of the Cross Church development once the realignment is completed. The church facility intentionally includes open green space between the building and parking areas, as shown in the layout provided with this packet. This open space is not intended to be dedicated as park land or formally designated as public space.

Existing public parks in the vicinity of the PZD include:

- 1) Village at Shiloh Park Land, a 4.7 acre park located approximately one mile south of the PZD on the west side of I-49
- 2) Hotz Park, a 0.6 acre park located along both sides of Hotz Drive approximately 1.1 miles southeast of the PZD
- 3) Lewis Soccer Complex, a 25 acre sports park located approximately 0.9 miles northeast of the PZD.
- 4) Friendship Park, a 0.4 acre park located 0.5 miles north of the PZD
- 5) Hamestring Creek Trail Corridor, a 13.7 acre tract located .5 miles northwest of the PZD on the west side of I-49
- 6) Bryce Davis Park, a 26.0 acre tract located 0.6 miles northwest of the PZD and west of I-49 near The Links apartments
- 7) Dale Clark Park, a 8.2 acre park located 0.8 miles southwest of the PZD on the west side of I-49 near the Fayetteville Boys and Girls Club.

There are significant park resources located a short drive from the proposed development in all directions. The proposed PZD will include no residential units, and is anticipated to have no impact on the demand or use of existing parks facilities.

I) Reason (need) for requesting the zoning change:

The property within the PZD is, with the exception of Lot 10 (unbuildable) and Lot 8 (much of Lot 8 will be affected by AHTD improvements), currently located in the UT - Urban Thoroughfare zoning district. Lot 8 could remain in the C-2 district, but because it is proposed to be part of the Cross Church development, the decision was made to bring it into the PZD so the entire church development would have a single zoning district and single set of zoning standards. Lot 10 is unbuildable and could also remain in the C-2 district with little to no impact on plans for the subdivision, but since it is under the same ownership as the adjacent lots and is also part of the same subdivision, it is included in the PZD as well. The existing zoning district is not a good fit with the size and nature of the proposed developments within the subdivision. The application is being made to provide a unified set of zoning standards which will allow for and specify the type and form of development of the subdivision in a manner which meets the needs of the applicant, property owners, and business owners who will construct the proposed

facilities while also achieving the objectives of the City of Fayetteville's planning and land use goals. The zoning standards for the two planning areas within the Master Site Plan provide specific requirements for the property within the PZD which restrict and direct the future development of the property and will allow the property to be developed as shown in the attached exhibits. The proposed uses and conditional uses are much more restricted within the PZD than in the current district's regulations, and will ensure the property is developed as proposed by applicants and also in line with The guiding policies for Urban Center Areas in Land Use 2030 include "Approve new regional commercial development as Planned Zoning Districts (e.g. shopping centers, business parks, medical parks, industrial parks and mixed-use developments). The development of the property as proposed in the PZD will provide expanded dining, exercise, hotel, and worship opportunities to Fayetteville residents and visitors. In this manner, the project has the potential to add to quality of life in the City as well as benefit economic growth. This commercial development has set vacant since the final plat was filed more than thirteen years ago, and remains vacant despite being rezoned to U-T. Once the PZD is approved, the entire subdivision will be developed in a relatively short time frame with high-quality, attractive businesses and a church that already serves many Fayetteville residents will be able to relocate from its problematic current location to a destination much better suited to its needs.

J) Statement of how the development will relate to existing and surrounding properties in terms of land use, traffic, appearance, and signage:

The property is located at the intersection of two heavily used and very visible corridors. Wedington Drive and I-49 are two of the primary vehicular arteries in Fayetteville, and the property was developed for and suitable for commercial use of the type proposed in the PZD application materials. For the lots in Planning Area 1, the proposed zoning change from UT to PZD will not alter the proposed underlying use of the property, which will be primarily commercial, and no change to the compatibility or relationship of the property to neighboring properties is anticipated as a result of the rezoning. For Planning Area 2, the PZD will allow construction of a church facility, which will not conflict with any surrounding uses or properties.

Due to its size and nature, I-49 insulates the project from the properties to the west and serves as a buffer and provides physical, visible, and functional separation of properties on opposite sides of the corridor. Wedington Drive to the north similarly isolates the PZD from the properties to the north, which consist of a wide variety of uses, including single family residential, multi-family residential, and commercial uses. Although no single use would be compatible with all uses along the north side of Wedington, any incompatibility with the residential uses will be lessened by the presence of Wedington Drive as well as the proposed layout of the buildings at the north end of the PZD. Lot 1 is the only lot located adjacent to Wedington Drive, and will include parking only and only access McMillan Drive, an interior street within the PZD. The proposed restaurant on Lot 2 will be set back well south of Wedington Drive, will face the interior street and will only access McMillan Drive. The absence of vehicular access from Wedington Drive and no buildings constructed near Wedington Drive should serve to minimize or eliminate any compatibility issues with the properties to the north. The proposed development is compatible with the vacant RO property at the southeast corner of Marinoni Drive and Wedington Drive. The large properties east and south of the PZD owned by Marinoni, Inc. and Pam Angus, LTD are currently zoned for residential development. However, the properties are currently

vacant, and current use appears to be agricultural. In addition, it is considered the most likely type of development that will actually take place on these properties will be commercial in nature, which would be compatible with both planning areas within the proposed PZD.

K) Statement of project's compliance with the Fayetteville Comprehensive Land Use Plan:

The land in the proposed PZD is classified as Urban Center Area on the Future Land Use. This classification is consistent with the proposed uses within the proposed PZD. City Plan 2030 provides the following description for Urban Center Areas:

“Urban Center Areas contain the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings. They accommodate rowhouses, apartments, local and regional retail, including large-scale stores, hotels, clean tech industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas. Additionally, infill of existing development centers should be strongly encouraged, since there is greater return for properties already served by public infrastructure.

Guiding Policies:

- a. Encourage mixed-use development to allow for shared parking and day and night utilization of available parking.
- b. Encourage intensive mixed-use development within one-quarter mile of public transit routes.
- c. Provide enough retail business and service space to enable Fayetteville to realize its full potential as a regional market.
- d. Encourage continuing improvements and expansion of regional shopping and entertainment attractions.
- e. Require that large commercial sites be designed and landscaped in a manner that preserves the aesthetic character of their surroundings.
- f. Direct new regional development into designated regional commercial centers.
- g. Approve new regional commercial development as Planned Zoning Districts (e.g. shopping centers, business parks, medical parks, industrial parks and mixed-use developments) or complete neighborhood plans in order to assure the overall integration of design and use
- h. Utilize principles of traditional residential urban design to create compatible, livable and accessible neighborhoods.
- i. Protect and restore Fayetteville's outstanding residential architecture of all periods and styles.
- j. Utilize the Master Street Plan and incorporate bike lanes, parkways and landscaped medians to preserve the character of the City and enhance the utilization of alternative modes of transportation.
- k. Utilize open space by providing pocket parks and community green space, creating connectivity of natural areas across the community.
- l. Encourage the integration of clean tech industrial uses with residential and commercial uses”

The proposed development includes elements in line with many of the Guiding Policies for Urban Center Areas, and is especially consistent with items c, d, e, f, and g.

L) A traffic study has not been completed for the proposed development. The PZD consists entirely of property within an existing subdivision, and no street improvements are proposed.

M) Impact on City services, including the availability of water and sewer.

Water and sewer infrastructure sufficient to provide services for commercial development of the property has already been installed. The subdivision includes an 8" PVC sewer main and an 8" PVC water main along McMillan Drive. No adverse impact to City services are anticipated as a result of the proposed PZD.

O) Conceptual Description of Development Standards, Conditions, and Review Guidelines:

1) Screening and Landscaping: Screening and landscaping requirements will be in line with requirements included in Chapter 177: Landscape Regulations of Title XV Unified Development Code.

2) Traffic and Circulation: All lots within PZD shall have vehicular access to interior streets only, with no lot accessing Wedington Drive directly, other than the proposed church facility which may potentially access Futrall Drive near the southwest corner of Lot 8. Traffic and circulation within individual lots shall be in accordance with provisions of Chapter 172: Parking and Loading of Title XV Unified Development Code.

3) Parking Standards: Parking standards shall be as provided in Chapter 172: Parking and Loading of Title XV Unified Development Code.

4) Perimeter Treatment: No perimeter buffers are proposed due to the nature and use of surrounding properties and the presence of I-49 to the west and Wedington Drive to the north.

5) Sidewalks: Sidewalks along right-of-way of interior public streets shall be constructed by developers of individual lots in accordance with the provisions of the Final Plat of McMillan Subdivision. It is anticipated sidewalks will be constructed along both sides of McMillan Drive by the owners of the individual lots when improvements on those lots are undertaken.

6) Streetlights: Streetlights have already been installed along interior streets within the development. No changes to streetlights are proposed.

7) Water: 8" PVC water main along McMillan Drive already installed to provide water for development.

8) Sewer: 8" PVC sewer main along McMillan Drive already installed to provide water for development.

9) Streets and Drainage: Streets and storm drainage have already been installed within development. Additional storm drainage facilities or modifications to storm drainage facilities to serve development of individual lots shall be reviewed during the LSD review process and shall comply with provisions of Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV Unified Development Code and the requirements of the edition of the City's Drainage Criteria Manual currently in force at time of LSD plan review.

10) Construction of Nonresidential Facilities: All facilities constructed within the PZD will be non-residential in nature. All construction shall be in accordance with the provisions of Chapter 173: Building

Regulations of Title XV Unified Development Code, including all of the various building, fire, electrical, plumbing, and other codes adopted therein by reference.

11) Tree Preservation: A waiver of tree preservation requirements for the PZD has been granted by the Urban Forester due to the absence of trees on site.

12) Architectural Design Standards: Development of individual lots within Planning Area 1 shall comply with commercial design standards of the City of Fayetteville as provided in Section 166.25 of Chapter 166: Development of Title XV Unified Development Code. In addition, proposed revised covenants provide for review of plans by an Architectural Control Committee and provide for additional architectural standards, such as required design elements for the front of each building and range of acceptable roof pitches.

13) Proposed Signage (type and size): Proposed signage shall be in accordance with the standard requirements of the Fayetteville City Code as specified in Chapter 174: Signs of Title XV Unified Development Code. Additional signage requirements and specifications are provided in the revised covenants.

14) View Protection: All development shall conform to the height restrictions included in the proposed zoning standards for the PZD.

15) Covenants, Trusts, and Homeowner Associations: Covenants for McMillan Estates were recorded in the records of the Washington County Circuit Clerk at Book 2002 Page 64861 in May of 2002. Revised covenants for the PZD have been drafted and are included with the PZD application materials.

This Instrument Prepared By:
Kenneth N. Hall
P. O. Box 8451
Fayetteville, AR 72703

AMENDED AND RESTATED COVENANTS
FOR MCMILLAN ESTATES ADDITION
TO THE CITY OF FAYETTEVILLE, ARKANSAS

This Amended and Restated Covenants for McMillan Estates Addition to the City of Fayetteville, Arkansas is made and executed as of the ____ day of _____, 2016, by Cross Church, Inc. (hereinafter referred to as "Cross Church") and FAY CS, LLC ("FAY CS").

WITNESSETH:

A. On or about May 7, 2002, an original Covenants for McMillan Estates Addition to the City of Fayetteville, Arkansas (the "Original Covenants") was filed in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas as Document Number 2002064861, with respect to the real property in Washington County, Arkansas described below.

B. A plat of the McMillan Estates Addition Subdivision (the "Plat") was filed in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas at Plat Book 23, Page 33.

C. Cross Church and FAY CS own all of the property and lots within the McMillan Estates Subdivision and desire to amend and restate the Covenants as set forth herein.

NOW, THEREFORE, in order to insure proper use and appropriate development and improvements of each building site thereof, to protect the owners of building sites against such improper use of surrounding buildings sites as will depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement on the property, Cross Church and FAY CS desire to amend and restate, in its entirety, the Original Covenants, which shall run with the lands hereinafter

described and shall be binding upon the lands and upon all parties claiming any right, title or interest in and to the lands.

1. **AREA OF APPLICATION.** These covenants shall apply to the lands situated in the McMillan Estates Addition to the City of Fayetteville, Washington County, Arkansas, more particularly described as follows:

Located in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7, Township 16 North, Range 30 West of the 5th Principal Meridian, Washington County, Arkansas, being more particularly described as follows: Beginning at a point North 02 degrees 21 minutes 40 seconds East 1,388.72 feet and North 87 degrees 38 minutes 20 seconds West 1,326.80 feet from an Arkansas Geological Commission monument marking the Southeast corner of said Section 7, thence North 88 degrees 18 minutes 28 seconds West 1,102.42 feet to a point along the Easterly line of the City of Fayetteville property (for sewer lift station); thence North 03 degrees 32 minutes 53 seconds East 36.27 feet to a point; thence North 86 degrees 27 minutes 07 seconds West 43.79 feet to a point along the Easterly Right-of-way line of U.S. Highway 71; thence along said right-of-way North 21 degrees 27 minutes 30 seconds East 15.52 feet to a point; thence continuing along said right-of-way North 33 degrees 16 minutes 05 seconds East 493.06 feet to a point; thence continuing along said right-of-way North 40 degrees 33 minutes 50 seconds East 156.60 feet to a point; thence continuing along said right-of-way North 34 degrees 32 minutes 59 seconds East 269.68 feet to a point; thence continuing along said right-of-way North 60 degrees 14 minutes 57 seconds East 118.00 feet to a point; thence continuing along said right-of-way North 69 degrees 16 minutes 19 seconds East 250.43 feet to a point; thence continuing along said right-of-way North 56 degrees 35 minutes 41 seconds East 125.00 feet to a point; thence continuing along said right-of-way North 26 degrees 05 minutes 05 seconds East 130.00 feet to a point; thence continuing along said right-of-way North 48 degrees 27 minutes 53 seconds East 70.71 feet to a point along the Southerly right-of-way of Arkansas Highway 112 Spur, also known as Wedington Drive; thence along said right-of-way North 84 degrees 56 minutes 02 seconds East 82.11 feet to a point; thence continuing along said right-of-way South 87 degrees 08 minutes 06 seconds East 144.86 feet to a point; thence continuing along said right-of-way South 52 degrees 08 minutes 35 seconds East 61.03 feet to a point; thence continuing along said right-of-way South 87 degrees 08 minutes 06 seconds East 60 feet to a point; thence continuing along said right away North 51 degrees 40 minutes 45 seconds East 53.15 feet to a point; thence continuing along said right-of-way South 87 degrees 08 minutes 06 seconds East 227.76 feet to a point; thence away from said right-a-way South 02 degrees 21 minutes 40 seconds West 490.34 feet to a point; thence South 55 degrees 46 minutes 29 seconds West 613.35 feet to a point; thence South 02 degrees 21 minutes 40 seconds West 365.43 feet to the point of beginning, containing 27.65 acres (1,204,624 sq. ft.).

The property is also known as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, McMillan Estates, Fayetteville, Arkansas as shown on Plat filed for record in Plat Book 23 at Page 33, Records of Washington County, Arkansas.

All restrictions noted herein are subject to the ordinances and regulations of the City of Fayetteville, Arkansas.

2. **USE OF PROPERTY.** The lands subject to these covenants shall be used for those purposes allowed under a commercial zoning designation or planned zoning district approved by the City of Fayetteville, Arkansas, and for no other purposes.

3. **USE OF LAND BETWEEN BUILDINGS.** No building or structure above ground shall encroach upon or into the setback area between buildings and the area is to be used either for open landscape areas or for off street surfaced parking areas.

4. **EASEMENTS.** Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. No structures, planting, or other material shall be placed or permitted to remain on these easements which would damage or interfere with the installation and maintenance of utilities or change the direction of flow of drainage in the easements. The easement area of each lot shall be maintained continuously by the owner of the lot except those improvements for which a public authority or utility company is responsible.

5. **BUILDING HEIGHT RESTRICTIONS.** For lots 1, 3, 5, and 7, the maximum building height (inclusive of signage) shall be thirty-five (35) feet, measured from the finish floor elevation to the highest point of the roof at its ridge. This height restriction shall not include equipment installed on the roof of a building so long as such equipment is screened and not visible to the public. This restriction shall not apply to the other lots within the development.

6. **ARCHITECTURAL CONTROL.** The construction, erection, placement or alteration of any building or improvement on any site shall be begun only after the construction plans and specifications therefor, together with a plot plan showing the location of the structure or improvement upon the site, have been submitted to and approved by the Architectural Control Committee as to quality or workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The front of each structure shall incorporate gables, columns, and cupolas. The roof design allowed shall range from flat roof to 12 on 12 pitch. The Architectural Control Committee shall have the authority to adopt restrictions hereafter on materials, plans, and specifications with the approval of the City of Fayetteville.

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within thirty (30) days plans and specifications which have been submitted to it, or if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee is composed of a representative chosen by Cross Church. In the event that Cross Church no longer owns or leases a lot in the McMillan Estates Subdivision, the representative of the Architectural Control Committee shall be chosen by the then owners of a majority of the square footage of the platted lots within the McMillan Estates Subdivision. Neither the committee, nor

its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the square footage of the platted lots within the McMillan Estates Subdivision shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore it to any of its powers and duties.

8. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, mobile home, travel trailer, tent, shack, garage, or other outbuilding shall be used on any lot at any time except in the limited case that temporary structures shall be allowed during construction of improvements provided that they are first approved by the architectural control committee.

9. **EXCAVATION.** No excavation shall be made on the property except excavations for the purpose of building at the time of commencement of such building, or for the improvement of the grounds thereof (including water features), and further except excavations for the installation of underground storage tanks for petroleum products. No soil, sand or gravel shall be removed from the property except as part of such excavations.

10. **LANDSCAPING.** All landscaped areas to be grass shall be fully sodded and fully irrigated.

11. **OPEN STORAGE OF MATERIALS.** No goods, equipment, supplies or other materials shall be stored in the open except on the rear two-thirds (2/3) of any lot, and then only when such open storage is fenced with screening fence at least six (6) feet in height. All fencing for screening, security or other purposes shall be attractive in appearance and shall be of an all-metal industrial type fence of galvanized or non-ferrous material, or other comparable material approved by the Architectural Control Committee. Chain link and barbed wired materials shall not be allowed.

12. **MAINTENANCE OF PREMISES.** Each owner shall keep its premises, buildings, improvements, and appurtenances in a safe, clean, neat, wholesome condition, and shall comply in all respects with all government, health, and police requirements; each owner will remove at its own expense any rubbish of any character which may accumulate on its property.

13. **SIGNAGE.** Unless otherwise approved by the Architectural Control Committee no billboards or advertising signs other than those identifying the name, business and products of the person or firm occupying the premises shall be permitted, except that a sign not to exceed five (5) feet by ten (10) feet in size offering the premises for sale or lease may be permitted. Any signage shall conform to the sign and overlay district ordinances of the City of Fayetteville. Any free-standing signs shall be monument in style. Cross Church (or assigns) shall be entitled to the use of fifty percent (50%) of the existing sign located on Lot 1 (or any replacement of such sign) (the "Existing Sign") and an easement is hereby reserved in favor of Cross Church to maintain and utilize the Existing Sign. The balance of the Existing Sign may be used by the owners of the remaining businesses of the McMillan Estates Subdivision (space allocated proportionately based on total number of businesses – e.g. if there are three (3) businesses, each would be entitled to 1/3rd of the remaining space). FAY CS shall have first choice as to the location of its sign on the

remaining space on the Existing Sign. Cross Church will maintain the Existing Sign and other owners will reimburse Cross Church its costs on a proportionate basis.

14. **SIDEWALKS.** Pursuant to the requirements of the City of Fayetteville, the owner of each lot shall be responsible for construction of sidewalks on its respective property. By acceptance of its deed, the owner covenants with the trust to construct any sidewalks in conformity with the city requirements, and to indemnify and to hold the trust harmless from any loss, penalty, or claim arising from its failure to do so.

15. **NUISANCES.** The lands, or any part thereof, or any building or erection thereon or to be erected or placed thereon, shall not be used for any purpose or in such a manner which shall be a nuisance to the occupants or owners of any neighboring lands or buildings, or to the development in general, by reason of the emission from the lands, or any part thereof, or the creation thereon of odors, gases, dust, smoke, noise, fumes, or waste or otherwise. Under no circumstances shall the use of a lot for a church or church related activity be considered a nuisance.

The determination of whether a business or activity is objectionable for any reason shall be at the sole discretion of the Architectural Control Committee. The lands shall not be used for the manufacture, storage, distribution or sale of any materials or products which shall increase the insurance rates of the adjoining property or for any purpose which constitutes a nuisance in the generally accepted definition of that term.

16. **COMPLIANCE WITH GOVERNMENTAL REGULATION AND INDEMNIFICATION.** The owners of lots in this addition shall at all times comply with all applicable governmental laws, ordinances, and regulations. By acceptance of the deed of conveyance to each lot, the owner acknowledges its obligations hereunder, and agrees to indemnify and hold all other lot owners harmless from any loss arising from its breach of this or any other provision of these covenants.

17. **TERM.** Each condition and covenant herein contained shall continue for a term of twenty-five (25) years from the date of recording in the deed records of Washington County, Arkansas, and shall continue automatically thereafter in force for additional periods of ten (10) years each unless a written declaration signed and acknowledged by the then owners of a majority of the square footage of the platted lots within this addition shall be filed in such records modifying or terminating these covenants.

18. **AMENDMENT.** These covenants may be amended at any time by a written declaration, signed and acknowledged by the then owners of seventy-five (75) percent of the square footage of the platted lots within this addition, being filed in the records of Washington County, Arkansas, making changes or amendment to such covenants.

19. **ENFORCEMENT.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision hereof, either to restrain such violation or to recover damages for such violations, or both.

[SIGNATURES ON FOLLOWING PAGES]

EXECUTED on this _____ day of _____, 2016.

Cross Church, Inc.

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF _____

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting _____, to me well known as the person whose signature is affixed to the foregoing instrument, and acknowledged that he/she is the _____ of Cross Church, Inc., and acknowledged that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 2016.

Notary Public

My commission expires _____

EXECUTED on this _____ day of _____, 2016.

FAY CS, LLC

By: _____

Print Name: _____

Title: _____

ACKNOWLEDGMENT

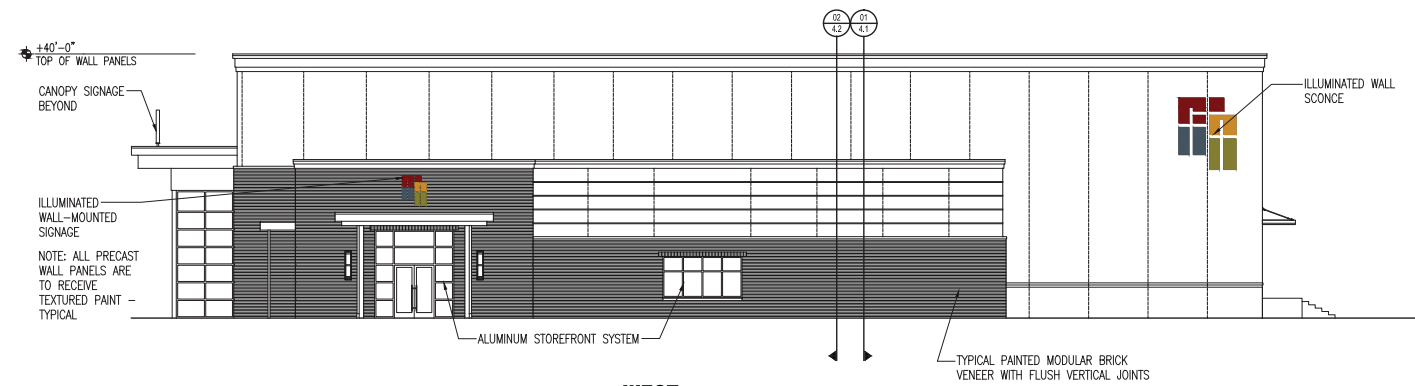
STATE OF ARKANSAS
COUNTY OF _____

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting _____, to me well known as the person whose signature is affixed to the foregoing instrument, and acknowledged that he/she is the _____ of FAY CS, LLC, and acknowledged that he/she had executed the same for the consideration and purposes therein mentioned and set forth.

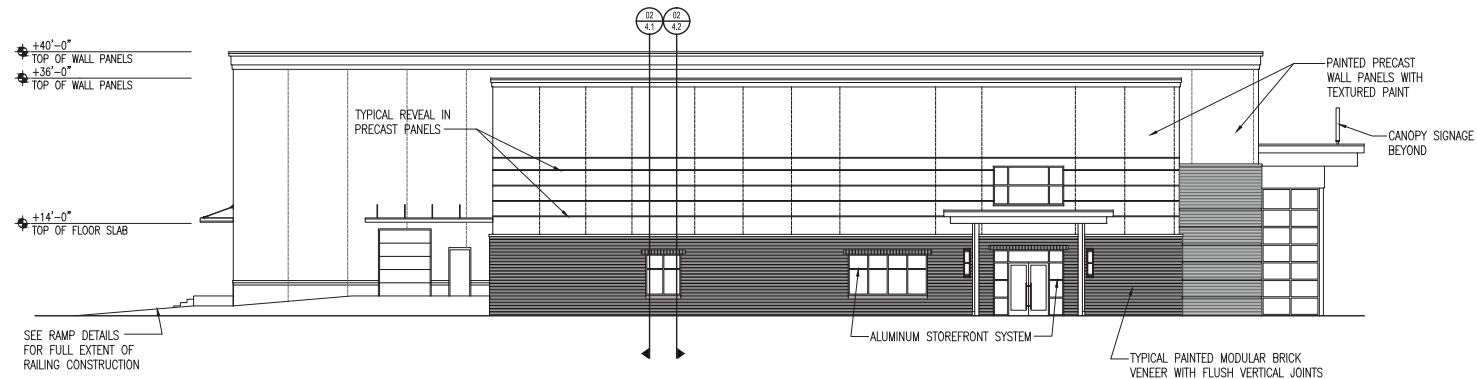
WITNESS my hand and seal as such Notary Public this _____ day of _____, 2016.

Notary Public

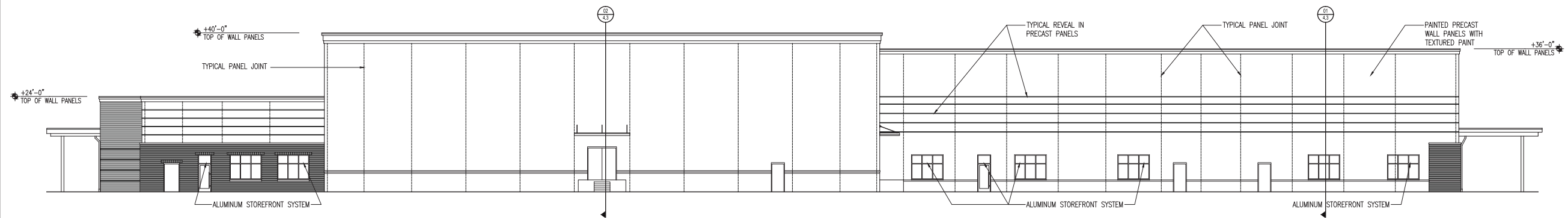
My commission expires _____



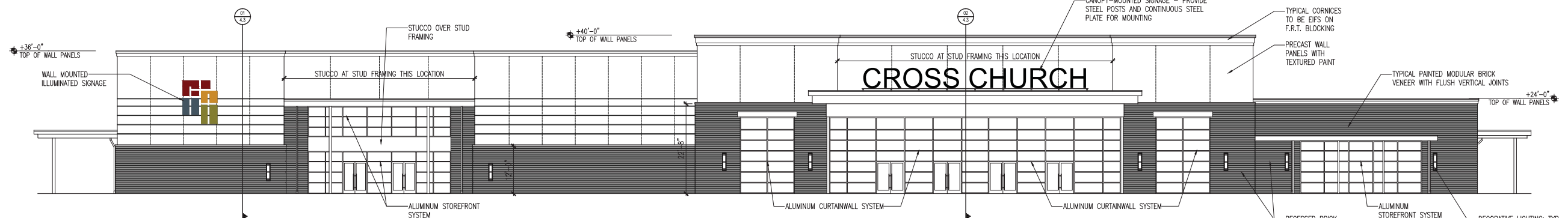
WEST ELEVATION
3/32" = 1'-0"



**EAST
ELEVATION**
3/32" = 1'-0"



**SOUTH
ELEVATION**
3/32" = 1'-0"



**NORTH
ELEVATION**
3/32" = 1'-0"



File# 2014-00030583

This Instrument Prepared by:
Kenneth N. Hall
Reece Moore Pendergraft LLP
P.O. Box 1788
Fayetteville, Arkansas 72702

GENERAL WARRANTY DEED

James Family Properties, LLLP, an Arkansas limited liability limited partnership, f/k/a Thomas F. James Realty Limited Partnership, LLLP, an Arkansas limited liability limited partnership ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by Cross Church, Inc., an Arkansas corporation ("Grantee"), the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantees, and unto its successors and assigns, the following described real property in Washington County, Arkansas, to-wit:

Lots Numbered 1, 2, 3, 4, 5, 6, 7 and 10, McMillan Estates, Fayetteville, Arkansas, as shown on the Plat filed for record in Plat Book 23 at Page 33, Records of Washington County, Arkansas.

TO HAVE AND TO HOLD such real property unto Grantee and Grantee's, successors and assigns forever and ever with all tenements, appurtenances, and hereditaments thereunto belonging, and all fixtures, structures, and improvements situated thereon. Grantor warrants that Grantor is lawfully seized of the real property and will forever warrant and defend the title to such real property against all claims whatsoever, except for recorded instruments and easements appearing of record and 2014 real estate taxes.

EXECUTED this 26th day of NOVEMBER, 2014.

NO REVENUE DUE

JAMES FAMILY PROPERTIES, LLLP
By: Thomas F. James Properties, LLC, General Partner

By: Judith J. Scherer
Judith J. Scherer, Manager

I certify under penalty of false swearing that
documentary stamps or a documentary symbol **NO REVENUE**
in the legally correct amount has been placed **DUE.**
on this instrument.

CITY TITLE & CLOSING LLC, AS AGENT FOR

Grantee: **CROSS CHURCH, INC.**

Print Name: **1709 JOHNSON ROAD**

Springdale, AR 72762

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Judith J. Scherer, to me well known as the person whose signature is affixed to the foregoing instrument, and stated that she is the Manager of Thomas F. James Properties, LLC, the General Partner for James Family Properties, LLLP, the grantor herein, and acknowledged that she had executed, signed and delivered the same in her capacity as such Manager, for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 18 day of ^{November} ~~September~~,
2014.

Marjorie Ellen Wheeler
Notary Public

My Commission Expires:

01-01-2023
(SEAL)



Washington County, AR
I certify this instrument was filed on
11/26/2014 2:16:54 PM
and recorded in REAL ESTATE

File# 2014-00030583
Kyle Sylvester - Circuit Clerk

K. Sylvester

File# 2014-00030533

This Instrument Prepared by:
Kenneth N. Hall
Reece Moore Pendergraft LLP
P.O. Box 1788
Fayetteville, Arkansas 72702

GENERAL WARRANTY DEED

CTC 14-3349
James Family Properties, LLLP, an Arkansas limited liability limited partnership, f/k/a Thomas F. James Realty Limited Partnership, LLLP, an Arkansas limited liability limited partnership ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid by 49 & Wedington, LLC, an Arkansas limited liability company ("Grantee"), the receipt and adequacy of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantees, and unto its successors and assigns, the following described real property in Washington County, Arkansas, to-wit:

Lot Numbered 9, McMillan Estates, Fayetteville, Arkansas, as shown on the Plat filed for record in Plat Book 23 at Page 33, Records of Washington County, Arkansas.

TO HAVE AND TO HOLD such real property unto Grantee and Grantee's, successors and assigns forever and ever with all tenements, appurtenances, and hereditaments thereunto belonging, and all fixtures, structures, and improvements situated thereon. Grantor warrants that Grantor is lawfully seized of the real property and will forever warrant and defend the title to such real property against all claims whatsoever, except for recorded instruments and easements appearing of record and 2014 real estate taxes.

EXECUTED this 26th day of NOVEMBER, 2014.

JAMES FAMILY PROPERTIES, LLLP
By: Thomas F. James Properties, LLC, General Partner

By: Judith J. Scherer
Judith J. Scherer, Manager

I certify under penalty of false swearing that
documentary stamps or a documentary symbol
in the legally correct amount has been placed
on this instrument.

CITY TITLE CLOSING LLC, AS AGENT FOR

Grantee: [Signature]

Print Name: 49 + Wedington LLC

Date: 11/24/14
2002 S. 48th St. SUITE A
SPRINGDALE, AR 72762

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF PULASKI

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public within and for the County aforesaid, duly commissioned and acting Judith J. Scherer, to me well known as the person whose signature is affixed to the foregoing instrument, and stated that she is the Manager of Thomas F. James Properties, LLC, the General Partner for James Family Properties, LLLP, the grantor herein, and acknowledged that she had executed, signed and delivered the same in her capacity as such Manager, for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 18 day of ^{November} September, 2014.

Marjorie Ellen Wheeler
Notary Public

My Commission Expires:

01-01-2023
(SEAL)





STATE OF ARKANSAS
DEPARTMENT OF FINANCE AND ADMINISTRATION
MISCELLANEOUS TAX SECTION
P.O. BOX 896, LITTLE ROCK, AR 72203-0896

Real Estate Transfer Tax Stamp
Proof of Tax Paid



File Number: 14-3349

Grantee: 49 & WEDINGTON, LLC
Mailing Address: 2002 SOUTH 48TH STREET, STE A
SPRINGDALE AR 727620000

Grantor: JAMES FAMILY PROPERTIES, LLLP F/K/A THOMAS F. JAMES REALTY
Mailing Address: LIMITED PARTNERSHIP, LLLP
N/A
N/A AR N/A000000

Property Purchase Price: \$3,153,744.00
Tax Amount: \$10,408.20

County: WASHINGTON
Date Issued: 11/26/2014
Stamp ID: 1998258176

Washington County, AR
I certify this instrument was filed on
11/26/2014 11:37:23 AM
and recorded in REAL ESTATE

File# 2014-00030533
Kyle Sylvester - Circuit Clerk

I certify under penalty of false swearing that documentary stamps or a documentary symbol in the legally correct amount has been placed on this instrument

Grantee or Agent Name (printed): City Title & Closing as agent for 49 & Wedington, LLC

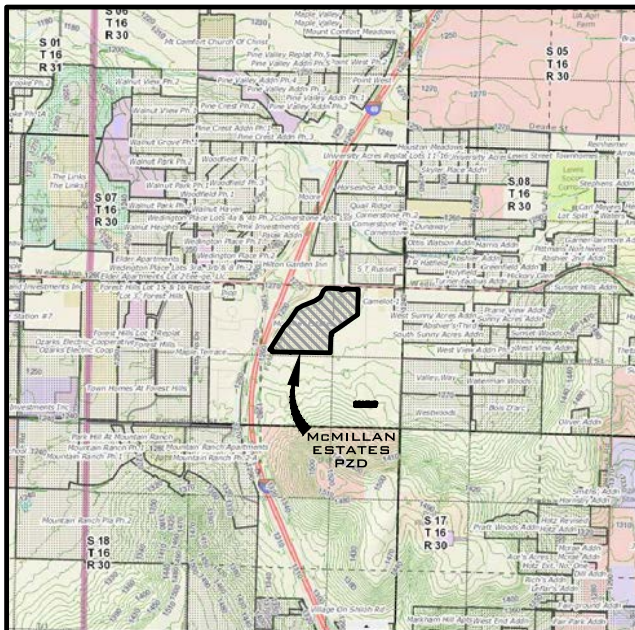
Grantee or Agent Name (signature): **Date:** 11/26/14

Address: 2002 South 48th Street, Ste A

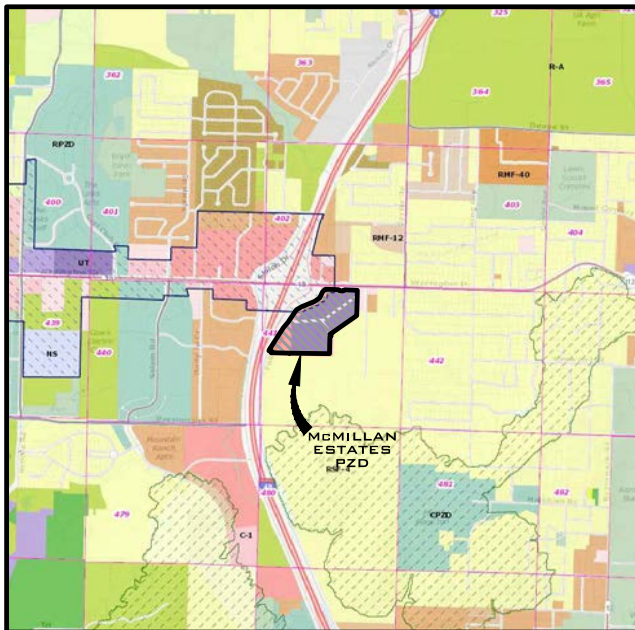
City/State/Zip: Springdale AR 72762

McMILLAN ESTATES PZD

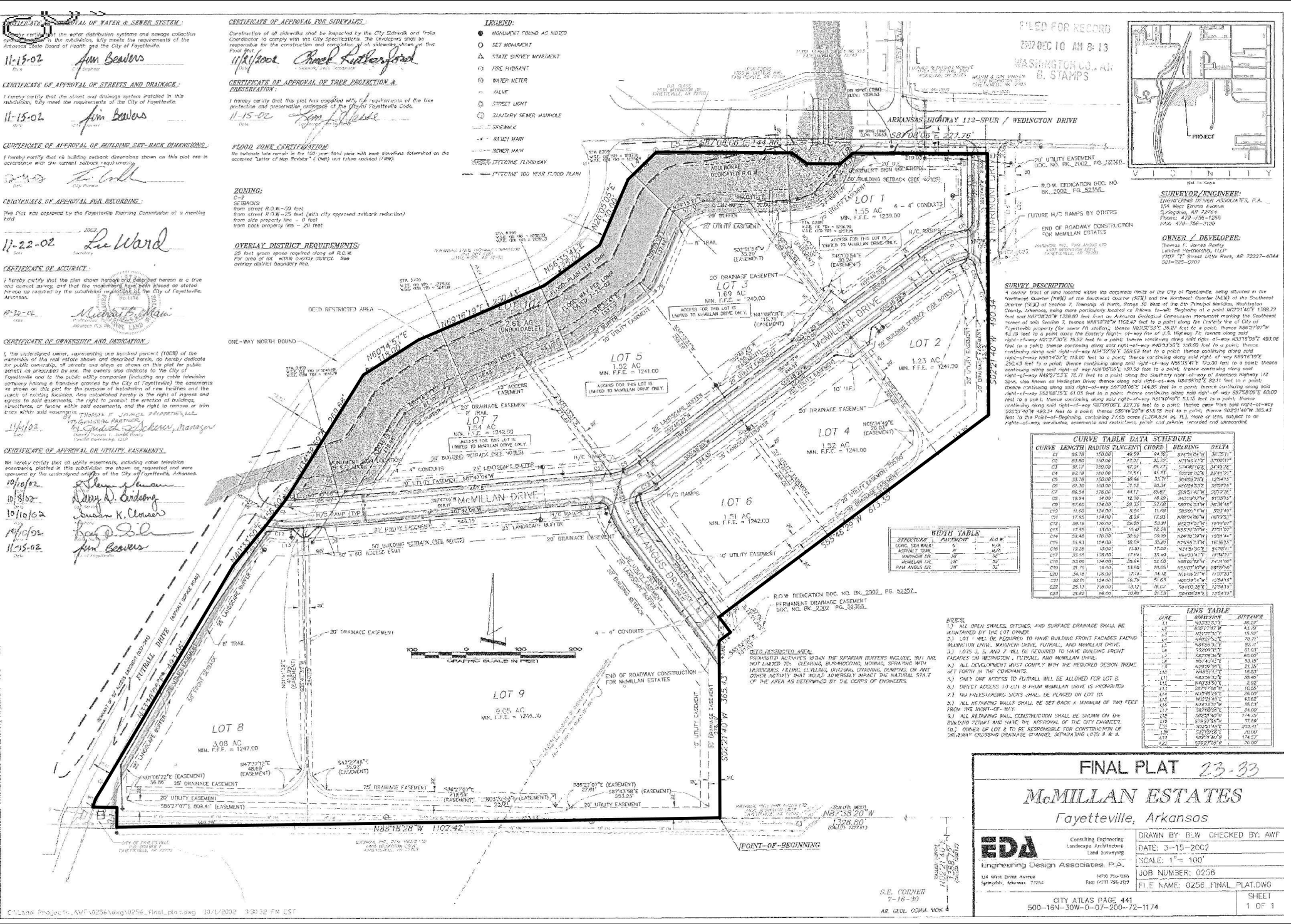
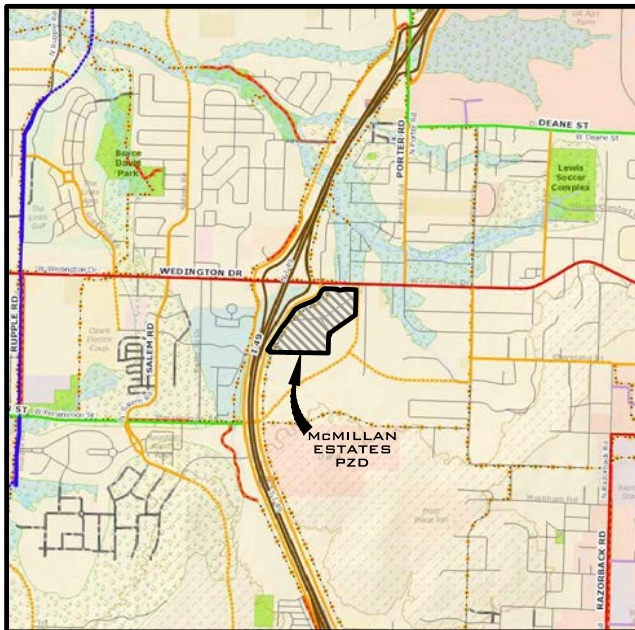
VICINITY MAP (PLAT PAGE)



VICINITY MAP (ZONING MAP)



VICINITY MAP (MASTER STREET PLAN)



APPLICANT: CROSS CHURCH, INC.
1709 JOHNSON ROAD
SPRINGDALE, AR 72762

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

CURRENT ZONING: UT (ALL EXCEPT LOT 10)
C2 (LOT 10)

PROPOSED ZONING: COMMERCIAL PLANNED ZONING DISTRICT

PZD AREA: 27.65 ACRES

BUILDING SIZE: FITNESS CENTER (LOTS 1, 3, & 5) - 41,000 S.F.
RESTAURANT (LOT 2) - 5,000 S.F./6,500 S.F.
HOTEL (LOTS 4 & 6) - 80,000 S.F.
CHURCH (LOT 7, 8 & 9) - 58,000 INITIAL W/POSSIBLE
FUTURE EXPANSION TO 65,000 S.F.
CUMULATIVE BUILDING SIZE: 192,500 S.F.

NON-RESIDENTIAL INTENSITY: 192,500 S.F. / 27.65 ACRES = 6,962 S.F. / ACRE

PZD LEGAL DESCRIPTION:
McMILLAN ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE PLAT FILED FOR
RECORD IN PLAT BOOK 23 AT PAGE 33, RECORDS OF WASHINGTON
COUNTY, ARKANSAS,

REVISION	DATE	DESCRIPTION

COVER SHEET/SURVEY
FOR CROSS CHURCH INC
FAYETTEVILLE, ARKANSAS

SCALE: 1"=100' DATE: MAY 14, 2016 DRAWN BY: DLB

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS



Planning Area 1

(A) Purpose. Planning Area 1 of the McMillan Estates PZD is designed especially to encourage the development of a fitness center on lots 1, 3, and 5 of the development, a restaurant on lot 2 of the development, and a hotel on lots 4 and 6 of the development, as detailed in the plans, exhibits, elevations, and descriptions provided in the PZD application packet, while also maintaining limited flexibility for the lots in the event one of the 3 prospective businesses within the PA does not proceed to construction as anticipated.

(B) Uses.

(1) Permitted uses.

(2) Conditional uses.

Unit 2 City-wide uses by conditional use permit

Unit 3 Public protection and utility facilities

(C) Density. None.

(D) Bulk and area regulations. None.

(E) Setback regulations.

*Within the PZD, buildings shall be allowed to be constructed over side lot lines in such a manner that parts of a single building are located on more than one lot, provided, however, that both lots the building shall be constructed on are owned by a single entity and further provided that the building may not be constructed within or over any utility, drainage, or other easement. In the event a single building is constructed with a portion of the building on more than one lot, ownership of such lots shall not be sold or transferred individually until such time the building has been demolished or modified in such a manner that the building is located solely within the confines of a single lot.

(F) Building Height Regulations.

Building Height Maximum - Lots 1, 3, and 5	35 ft. *
Building Height Maximum - Lots 2, 4, and 6	75 ft. *

* Any building which exceeds the height of 20 ft. shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 ft.

(G) Building area. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

McMILLAN ESTATES PZD

Planning Area 1

(A) Purpose. Planning Area 2 of the McMillan Estates PZD is designed especially to facilitate the proposed Cross Church facility on lots 8 and 9 of the subdivision, as well as any portion of Lot 7 which may be located south of the realigned McMillan Drive right-of-way following completion of the AHTD project proposed in this area.

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

Note: Any combination of the above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities

(C) Density. None.

(D) Bulk and area regulations. None.

(E) Setback regulations.

(F) Building Height Regulations.

Building Height Maximum	75 ft. *
-------------------------	----------

* Any building which exceeds the height of 20 ft. shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 ft.

(G) Building area. On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

Conceptual Description of Development Standards, Conditions, and Review Guidelines:

- 1) Screening and Landscaping: Screening and landscaping requirements will be in line with requirements included in Chapter 177: Landscape Regulations of Title XV Unified Development Code.
- 2) Traffic and Circulation: All lots within PZD shall have vehicular access to interior streets only, with no lot accessing Wedington Drive directly, other than the proposed church facility which may potentially access Futrall Drive near the southwest corner of Lot 8. Traffic and circulation within individual lots shall be in accordance with provisions of Chapter 172: Parking and Loading of Title XV Unified Development Code.
- 3) Parking Standards: Parking standards shall be as provided in Chapter 172: Parking and Loading of Title XV Unified Development Code.
- 4) Perimeter Treatment: No perimeter buffers are proposed due to the nature and use of surrounding properties and the presence of I-49 to the west and Wedington Drive to the north.
- 5) Sidewalks: Sidewalks along right-of-way of interior public streets shall be constructed by developers of individual lots in accordance with the provisions of the Final Plat of McMillan Subdivision. It is anticipated sidewalks will be constructed along both sides of McMillan Drive by the owners of the individual lots when improvements on those lots are undertaken.
- 6) Streetlights: Streetlights have already been installed along interior streets within the development. No changes to streetlights are proposed.
- 7) Water: 8" PVC water main along McMillan Drive already installed to provide water for development.
- 8) Sewer: 8" PVC sewer main along McMillan Drive already installed to provide water for development.
- 9) Streets and Drainage: Streets and storm drainage have already been installed within development. Additional storm drainage facilities or modifications to storm drainage facilities to serve development of individual lots shall be reviewed during the LSD review process and shall comply with provisions of Chapter 170: Stormwater Management, Drainage and Erosion Control of Title XV Unified Development Code and the requirements of the edition of the City's Drainage Criteria Manual currently in force at time of LSD plan review.
- 10) Construction of Nonresidential Facilities: All facilities constructed within the PZD will be non-residential in nature. All construction shall be in accordance with the provisions of Chapter 173: Building Regulations of Title XV Unified Development Code, including all of the various building, fire, electrical, plumbing, and other codes adopted therein by reference.
- 11) Tree Preservation: A waiver of tree preservation requirements for the PZD has been granted by the Urban Forester due to the absence of trees on site.
- 12) Architectural Design Standards: Development of individual lots within Planning Area 1 shall comply with commercial design standards of the City of Fayetteville as provided in Section 166.25 of Chapter 166: Development of Title XV Unified Development Code. In addition, proposed revised covenants provide for review of plans by an Architectural Control Committee and provide for additional architectural standards, such as required design elements for the front of each building and range of acceptable roof pitches.
- 13) Proposed Signage (type and size): Proposed signage shall be in accordance with the standard requirements of the Fayetteville City Code as specified in Chapter 174: Signs of Title XV Unified Development Code. Additional signage requirements and specifications are provided in the revised covenants.
- 14) View Protection: All development shall conform to the height restrictions included in the proposed zoning standards for the PZD.
- 15) Covenants, Trusts, and Homeowner Associations: Covenants for McMillan Estates were recorded in the records of the Washington County Circuit Clerk at Book 2002 Page 64861 in May of 2002. Revised covenants for the PZD have been drafted and are included with the PZD application materials.

APPLICANT: CROSS CHURCH, INC.
1709 JOHNSON ROAD
SPRINGDALE, AR, 72762

ENGINEER/SURVEYOR: ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 292
SPRINGDALE, AR 72762

CURRENT ZONING: UT (ALL EXCEPT LOT 10)
C2 (LOT 10)

PROPOSED ZONING: COMMERCIAL PLANNED ZONING DISTRICT

PZD AREA: 27.65 ACRES

BUILDING SIZE: FITNESS CENTER (LOTS 1, 3, & 5) - 41,000 S.F.
RESTAURANT (LOT 2) - 5,000 S.F./6,500 S.F.
HOTEL (LOTS 4 & 6) - 80,000 S.F.
CHURCH (LOT 7, 8, & 9) - 58,000 INITIAL W/POSSIBLE
FUTURE EXPANSION TO 65,000 S.F.
CUMULATIVE BUILDING SIZE: 192,500 S.F.

NON-RESIDENTIAL INTENSITY: 192,500 S.F. / 27.65 ACRES = 6,962 S.F. / ACRE

REVISION	DATE	DESCRIPTION

STANDARDS BY P.A.

McMILLAN ESTATES PZD

FAYETTEVILLE, ARKANSAS

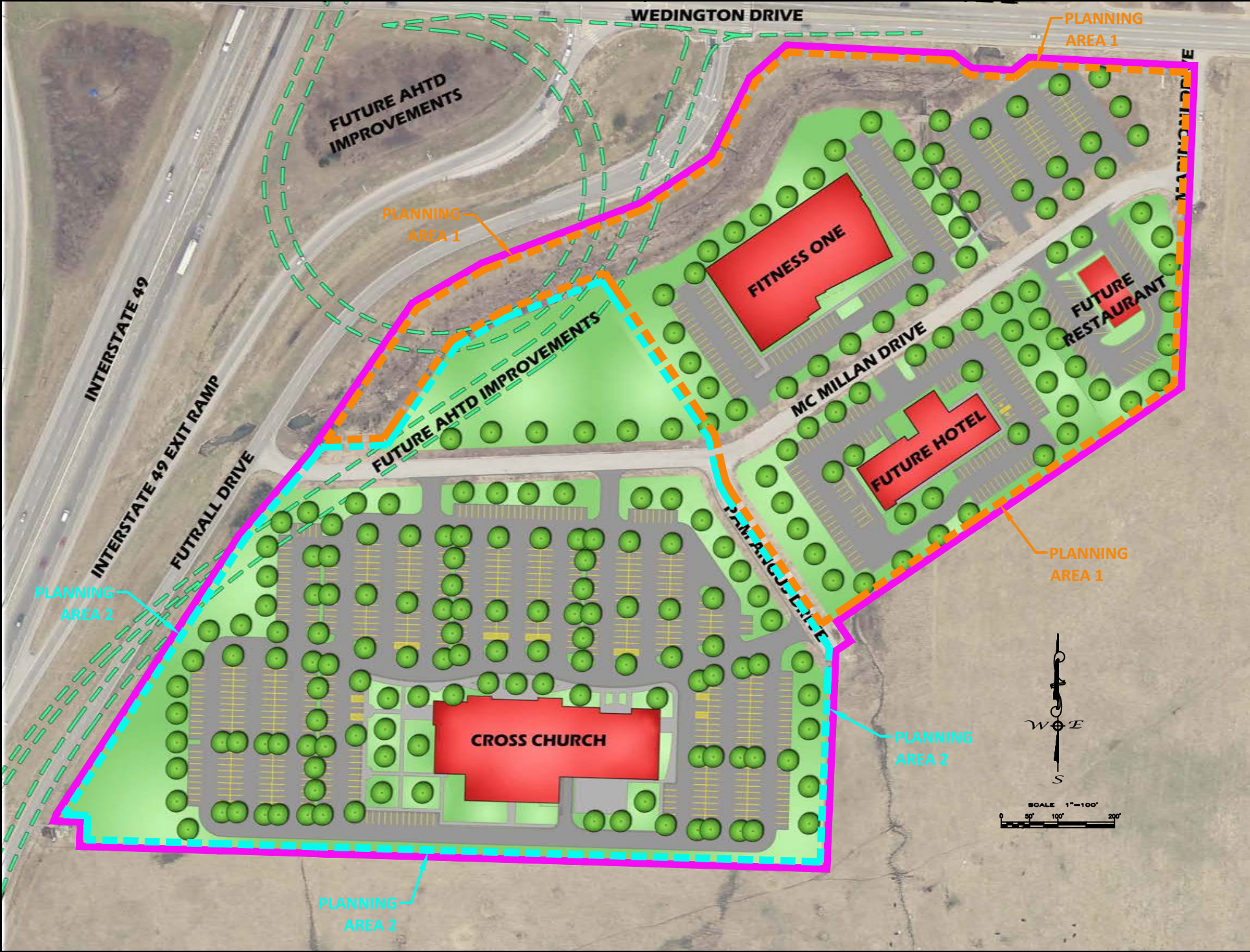
SCALE: 1"=100' | DATE: MAY 14, 2016 | DRAWN BY: dgl

ENGINEERING SERVICES, INCORPORATED

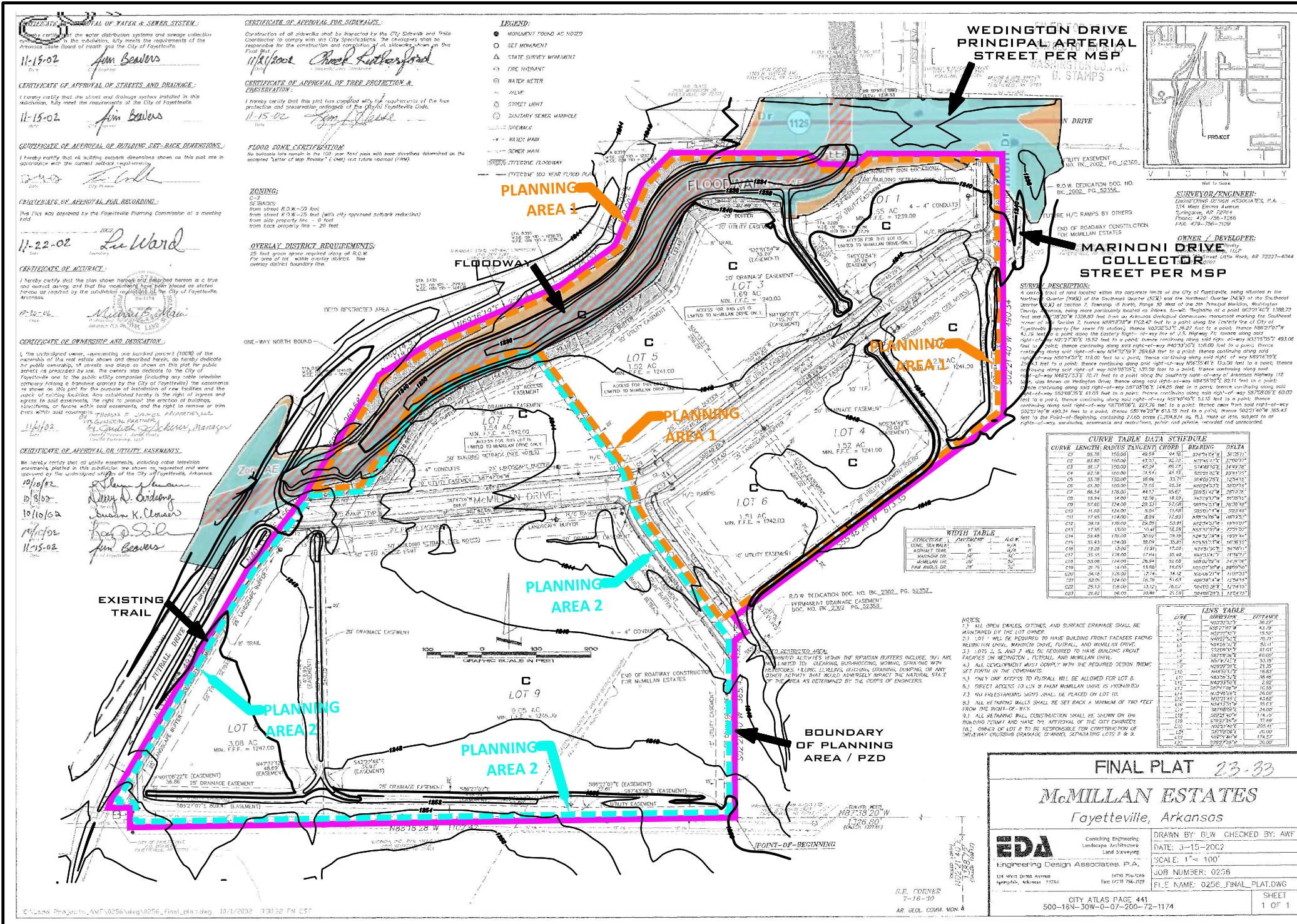
SPRINGDALE, ARKANSAS

W.O.# 15967 | SHEET 2

© COPYRIGHT 2016, ENGINEERING SERVICES, INC. 5/14/2016 5:45 PM
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McMILLAN ESTATES PZD



APPLICANT:
CROSS CHURCH, INC.
1709 JOHNSON ROAD
SPRINGDALE, AR, 72762

ENGINEER/SURVEYOR:
ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

CURRENT ZONING:
UT (ALL EXCEPT LOT 10)
C2 (LOT 10)

PROPOSED ZONING:
COMMERCIAL PLANNED ZONING DISTRICT

PZD AREA:
27.65 ACRES

BUILDING SIZE:
FITNESS CENTER (LOTS 1, 3, & 5) - 41,000 S.F.
RESTAURANT (LOT 2) - 5,000 S.F./6,500 S.F.
HOTEL (LOTS 4 & 6) - 80,000 S.F.
CHURCH (LOT 7, 8, & 9) - 58,000 INITIAL W/POSSIBLE
FUTURE EXPANSION TO 65,000 S.F.
CUMULATIVE BUILDING SIZE: 192,500 S.F.

NON-RESIDENTIAL INTENSITY:
192,500 S.F. / 27.65 ACRES = 6,962 S.F. / ACRE

Project Includes 2 Planning Areas. Planning Area 1 includes lots 1-6 and lot 10. Planning Area 2 includes lots 7-9.

Access:
Marloni Drive classified as Collector on Master Street Plan.
Wedington Drive classified as Principal Arterial on Master Street Plan
An existing trail runs along the east side of Lots 8 and 10 and ends at the sidewalk along the south side of Wedington Drive.

No dedication of land, rights-of-way, or easements are proposed as part of the PZD.

No public parks, open space, or trails are proposed for dedication/creation as part of the PZD. Lot 10 is an unbuildable lot and will remain as open space. Lot 7 will remain undeveloped initially and will provide open space until completion of the realignment of McMillan Drive associated with future AHTD improvement project.

Symbol	Land Use	Density/Intensity	Units/S.F.	Acres	%
C	Commercial	7,825.20 S.F. / Acre	192,500	24.6	100%
I	Industrial	n/a	0	0	0%
O	Office	n/a	0	0	0%
M.U.	Mixed Use	n/a	0	0	0%

REVISION	DATE	DESCRIPTION

MASTER PLAN

McMILLAN ESTATES PZD

FAYETTEVILLE, ARKANSAS

SCALE: 1"=100' | DATE: MAY 14, 2016 | DRAWN BY: dgl

ENGINEERING SERVICES, INCORPORATED

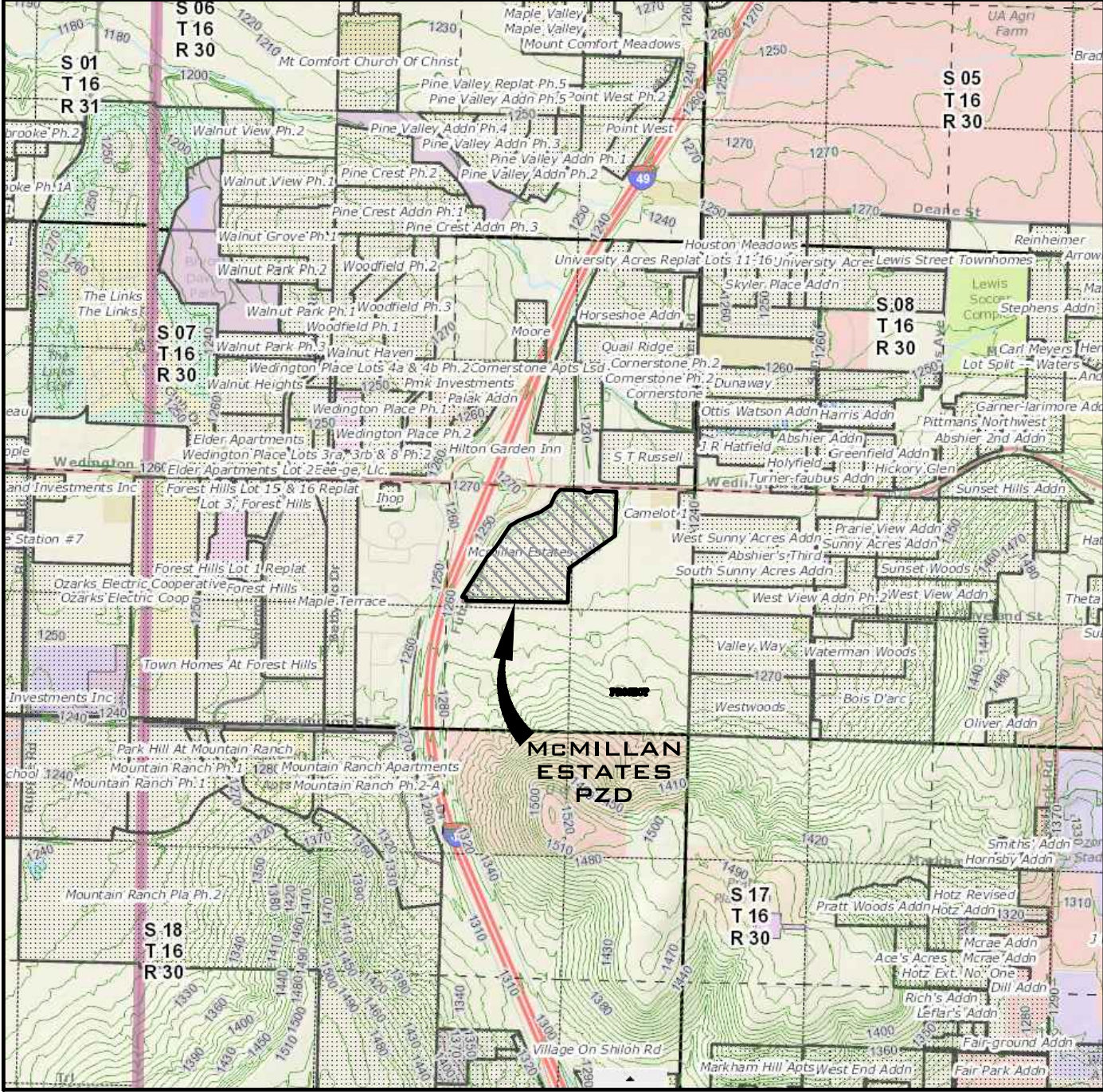
SPRINGDALE, ARKANSAS

W.O.# 15967 | SHEET 3

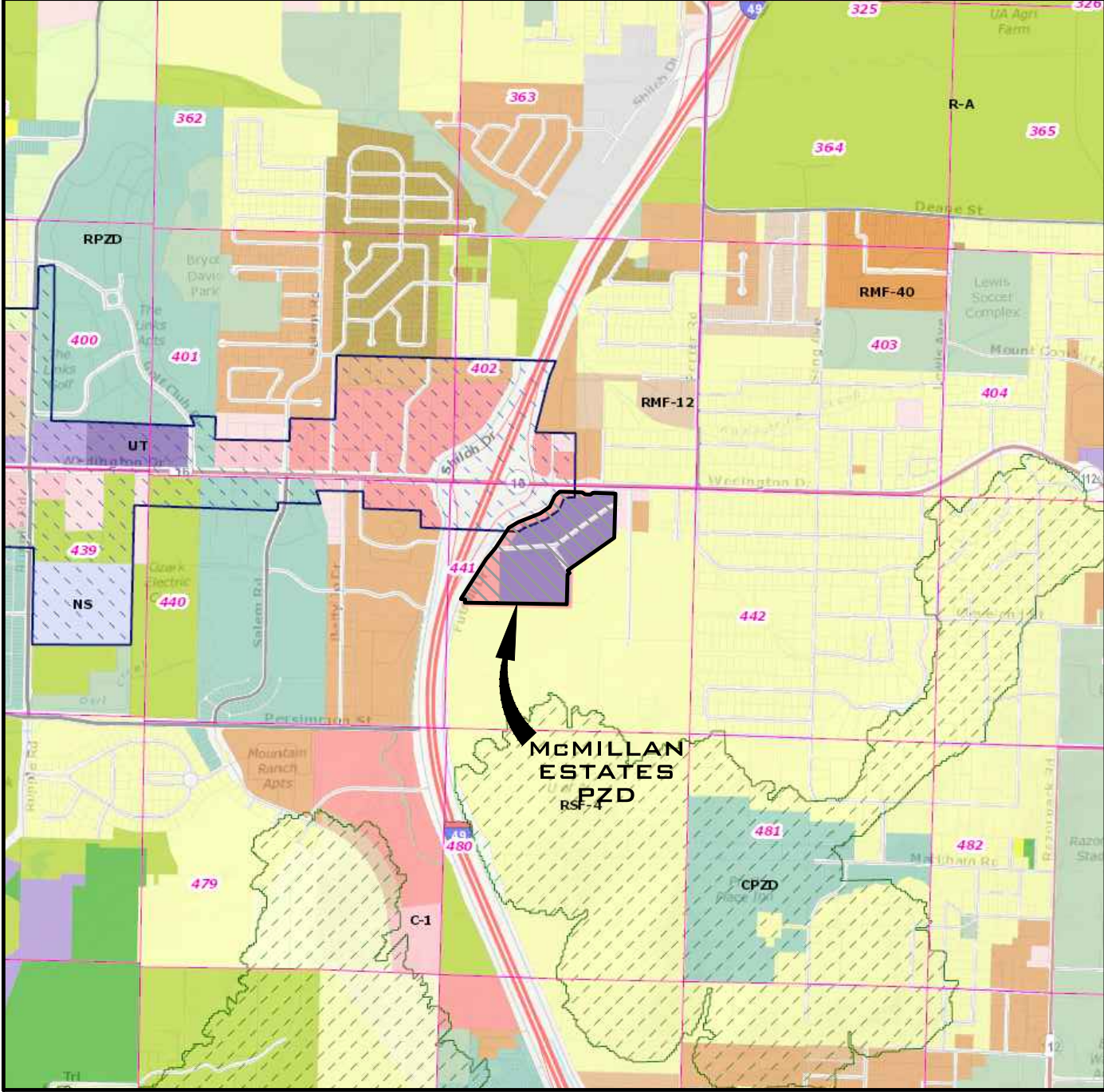
McMILLAN ESTATES PZD

EXHIBIT 'D'

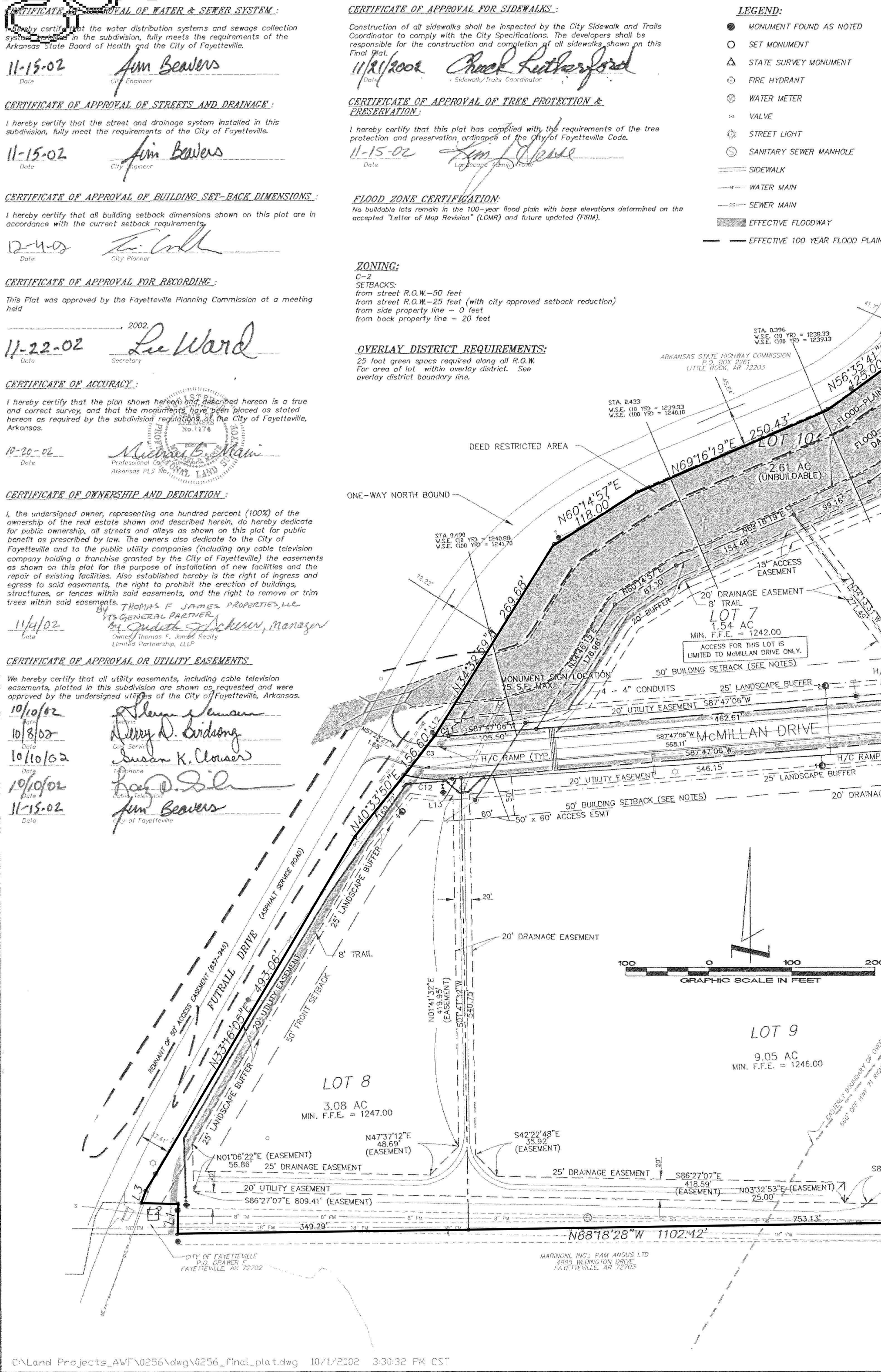
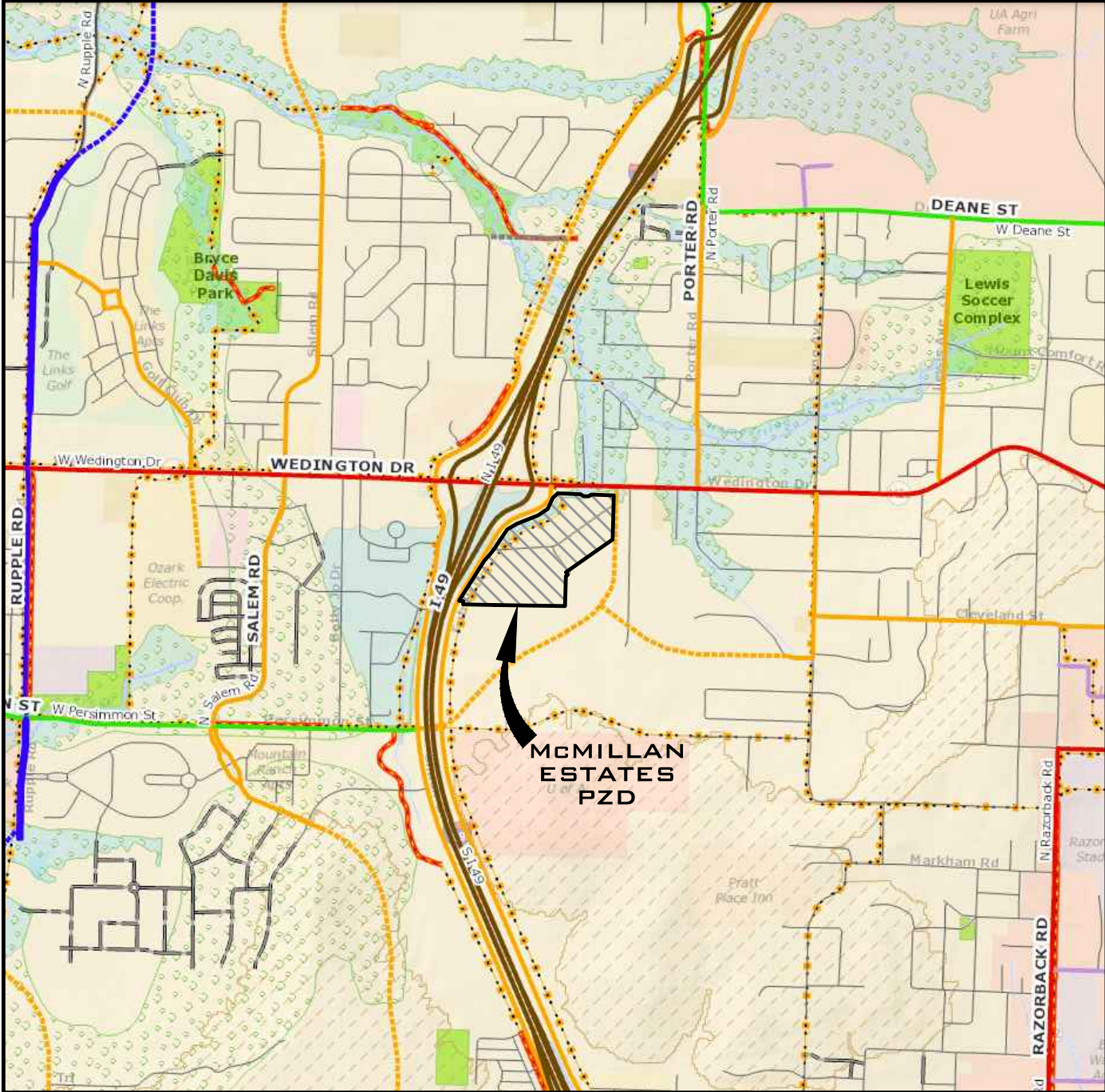
VICINITY MAP (PLAT PAGE)



VICINITY MAP (ZONING MAP)



VICINITY MAP (MASTER STREET PLAN)



FILED FOR RECORD
2002 DEC 10 AM 8:13
WASHINGTON CO., AR
B. STAMPS

VICINITY

SURVEYOR/ENGINEER:
ENGINEERING SERVICES, INC., P.A.
134 West Emma Avenue
Springdale, AR 72784
Phone: 479-756-1266
Fax: 479-756-2129

OWNER / DEVELOPER:
Thomas J. James Realty
Limited Partnership, LLP
7707 "T" Street Little Rock, AR 72227-6044
501-225-0707

CURVE TABLE DATA SCHEDULE

CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	85.78	150.00	49.59	84.16	S74°49'44"W	36°30'11"
C2	83.80	150.00	43.03	72.72	N77°04'17"W	32°00'13"
C3	91.17	150.00	47.04	89.77	S74°49'44"W	34°49'28"
C4	62.18	150.00	31.54	61.73	S22°10'22"E	23°44'59"
C5	13.78	150.00	76.96	13.77	S04°03'52"E	1°54'13"
C6	61.30	100.00	31.65	60.34	N68°24'33"E	33°07'19"
C7	86.34	175.00	44.17	86.67	S43°03'17"W	28°10'28"
C8	18.94	14.00	12.06	18.20	S43°03'17"W	81°35'13"
C9	57.60	124.00	29.33	57.08	S69°54'53"W	26°36'48"
C10	11.68	124.00	5.44	11.68	S69°54'53"W	52°54'45"
C11	17.53	124.00	8.99	17.93	N88°04'06"W	68°59'54"
C12	58.19	176.00	28.88	58.39	N82°43'21"W	1°19'01"
C13	17.55	12.00	10.41	17.55	N82°43'21"W	77°21'03"
C14	58.48	176.00	30.02	58.18	N24°32'35"W	19°21'44"
C15	35.91	124.00	16.09	35.71	N52°53'17"W	1°19'01"
C16	19.28	13.00	11.91	17.56	N24°31'50"E	84°38'11"
C17	35.55	176.00	17.84	35.48	N61°13'42"E	11°34'27"
C18	83.98	124.00	28.34	82.86	S87°03'07"W	24°31'06"
C19	21.79	14.00	13.80	19.65	N55°07'30"W	89°09'20"
C20	54.18	176.00	17.14	54.18	N16°02'10"W	11°07'57"
C21	52.01	124.00	26.39	51.63	N08°19'14"W	12°54'15"
C22	26.13	116.00	13.12	26.07	S09°05'28"E	12°54'15"
C23	21.62	96.00	10.96	21.58	S04°05'28"E	12°54'15"

WIDTH TABLE

STRUCTURE	PAVEMENT	R.O.W.
CONC. SIDEWALK	6'	N/A
ASPHALT TRAIL	8'	N/A
MARKING DR	36'	60'
MARKING DR	36'	60'
PAM ANGLUS DR	28'	52'

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N03°25'25"E	34.27
L2	N85°27'07"W	43.79
L3	N07°18'00"E	15.05
L4	N49°27'53"E	70.71
L5	N48°48'02"E	80.11
L6	S24°18'35"E	61.03
L7	S87°03'07"W	60.00
L8	N51°40'45"E	53.15
L9	N59°23'07"W	21.35
L10	N48°51'13"E	18.83
L11	N03°25'25"E	34.27
L12	N03°25'25"E	34.27
L13	N03°25'25"E	34.27
L14	N55°46'29"E	28.00
L15	N02°21'40"E	43.62
L16	N41°13'11"W	34.00
L17	S87°03'07"W	174.75
L18	S29°27'25"W	20.89
L19	N02°21'40"E	308.41
L20	S87°03'07"W	174.75
L21	S87°03'07"W	174.75
L22	S02°21'40"W	20.00
L23	S29°27'25"W	20.00

NOTES:
1.) ALL OPEN DITCHES, DITCHES, AND SURFACE DRAINAGE SHALL BE MAINTAINED BY THE LOT OWNER.
2.) LOT 1 WILL BE REQUIRED TO HAVE BUILDING FRONT FACEDS FACING WEDINGTON DRIVE, MARION DRIVE, FUTRALL, AND MARILLAN DRIVE.
3.) LOTS 3, 5, AND 7 WILL BE REQUIRED TO HAVE BUILDING FRONT FACEDS ON WEDINGTON, FUTRALL, AND MARILLAN DRIVE.
4.) ALL DEVELOPMENT MUST COMPLY WITH THE REQUIRED DESIGN SET FORTH IN THE COVENANTS.
5.) ONLY ONE ACCESS TO FUTRALL WILL BE ALLOWED FOR LOT 8.
6.) DIRECT ACCESS TO LOT 8 FROM MARILLAN DRIVE IS PROHIBITED.
7.) NO FREESTANDING SIGNS SHALL BE PLACED ON LOT 10.
8.) ALL RETAINING WALLS SHALL BE SET BACK A MINIMUM OF TWO FEET FROM THE RIGHT-OF-WAY.
9.) ALL RETAINING WALL CONSTRUCTION SHALL BE SHOWN ON THE BUILDING PERMIT AND HAVE THE APPROVAL OF THE CITY ENGINEER.
10.) OWNER OF LOT 8 IS RESPONSIBLE FOR CONSTRUCTION OF DRIVEWAY CROSSING DRAINAGE CHANNEL SEPARATING LOTS 8 & 9.

FINAL PLAT 23-33
McMILLAN ESTATES
Fayetteville, Arkansas

EDA
Engineering Design Associates, P.A.
134 West Emma Avenue
Springdale, Arkansas 72784
(479) 756-1266
Fax: (479) 756-2129

DRAWN BY: BLW CHECKED BY: AWF
DATE: 3-15-2002
SCALE: 1"= 100'
JOB NUMBER: 0256
FILE NAME: 0256_FINAL_PLAT.DWG

CITY ATLAS PAGE 441
500-16N-30W-0-07-200-72-1174

SHEET 1 OF 1

APPLICANT:	CROSS CHURCH, INC. 1709 JOHNSON ROAD SPRINGDALE, AR 72762
ENGINEER/SURVEYOR:	ENGINEERING SERVICES, INC. 1207 S. OLD MISSOURI RD. P.O. BOX 282 SPRINGDALE, AR 72762
CURRENT ZONING:	UT (ALL EXCEPT LOT 10) C2 (LOT 10)
PROPOSED ZONING:	COMMERCIAL PLANNED ZONING DISTRICT
PZD AREA:	27.65 ACRES
BUILDING SIZE:	FITNESS CENTER (LOTS 1, 3, & 5) - 41,000 S.F. RESTAURANT (LOT 2) - 5,000 S.F./6,500 S.F. HOTEL (LOTS 4 & 6) - 80,000 S.F. CHURCH (LOT 7, 8 & 9) - 58,000 INITIAL W/POSSIBLE FUTURE EXPANSION TO 65,000 S.F. CUMULATIVE BUILDING SIZE: 192,500 S.F.
NON-RESIDENTIAL INTENSITY:	192,500 S.F. / 27.65 ACRES = 6,962 S.F. / ACRE

PZD LEGAL DESCRIPTION:
McMILLAN ESTATES SUBDIVISION TO THE CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, AS SHOWN ON THE PLAT FILED FOR RECORD IN PLAT BOOK 23 AT PAGE 33, RECORDS OF WASHINGTON COUNTY, ARKANSAS,

REVISION	DATE	DESCRIPTION

COVER SHEET/SURVEY
FOR CROSS CHURCH INC
FAYETTEVILLE, ARKANSAS

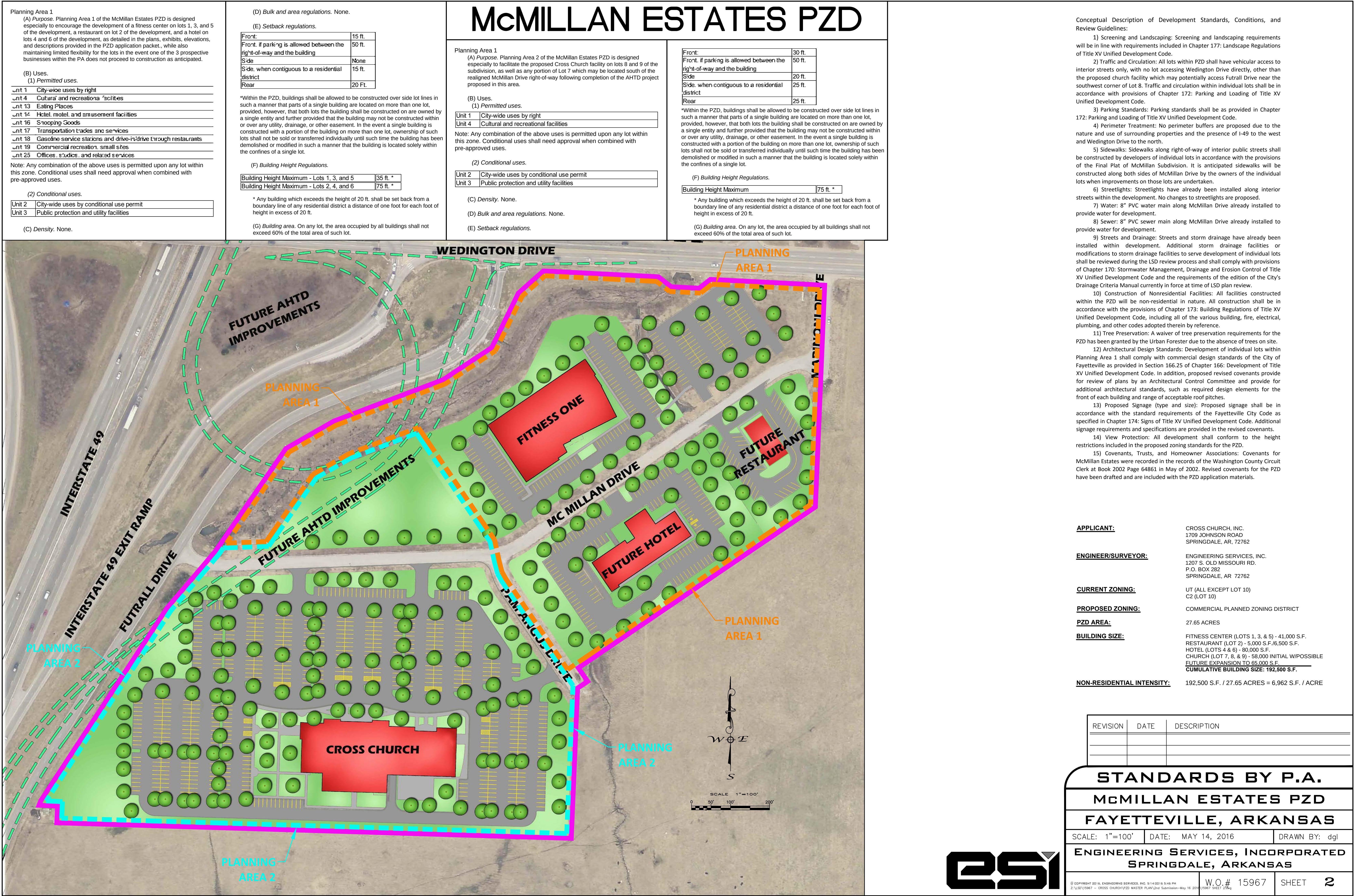
SCALE: 1"=100' | DATE: MAY 14, 2016 | DRAWN BY: DLB

ENGINEERING SERVICES, INCORPORATED
SPRINGDALE, ARKANSAS

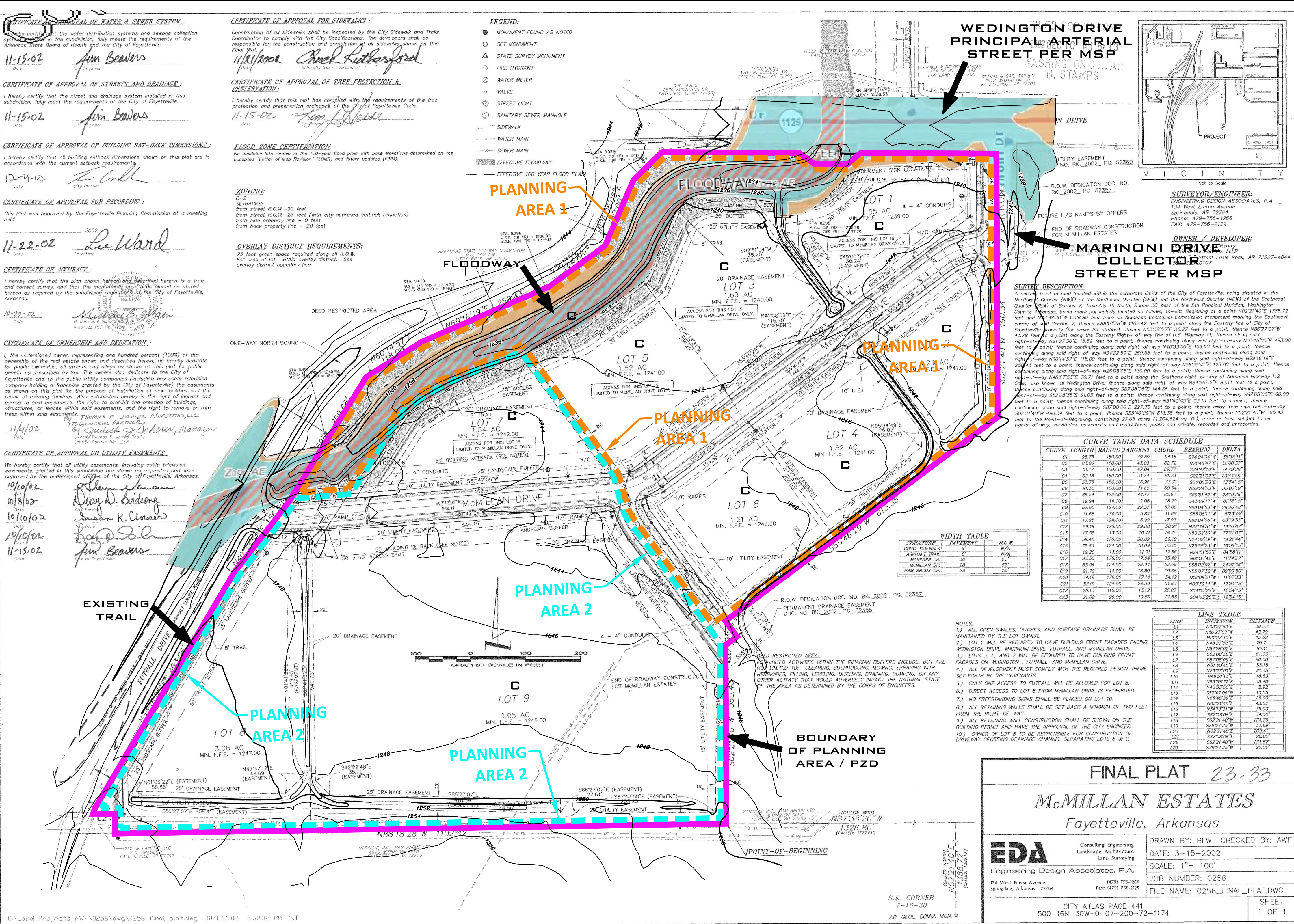
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2-LSV15967 - CROSS CHURCH MASTER PLAN/2016 Survey/2016 May 16 2016 15967 SHEET 1

W.O.# 15967 | SHEET 1





McMILLAN ESTATES PZD



APPLICANT:

CROSS CHURCH, INC.
1709 JOHNSON ROAD
SPRINGDALE, AR, 72762

ENGINEER/SURVEYOR:

ENGINEERING SERVICES, INC.
1207 S. OLD MISSOURI RD.
P.O. BOX 282
SPRINGDALE, AR 72762

CURRENT ZONING:

UT (ALL EXCEPT LOT 10)
C2 (LOT 10)

PROPOSED ZONING:

COMMERCIAL PLANNED ZONING DISTRICT

PZD AREA:

27.65 ACRES

BUILDING SIZE:

FITNESS CENTER (LOTS 1, 3, & 5) - 41,000 S.F.
RESTAURANT (LOT 2) - 5,000 S.F./6,500 S.F.
HOTEL (LOTS 4 & 6) - 30,000 S.F.
CHURCH (LOT 7, 8, & 9) - 58,000 INITIAL W/POSSIBLE
FUTURE EXPANSION TO 65,000 S.F.
CUMULATIVE BUILDING SIZE: 192,500 S.F.

NON-RESIDENTIAL INTENSITY:

192,500 S.F. / 27.65 ACRES = 6,962 S.F. / ACRE

Project Includes 2 Planning Areas. Planning Area 1 includes lots 1-6 and lot 10. Planning Area 2 includes lots 7-9.

Access: Marinoni Drive classified as Collector on Master Street Plan.
Wedington Drive classified as Principal Arterial on Master Street Plan
An existing trail runs along the east side of Lots 8 and 10 and ends at the sidewalk along the south side of Wedington Drive.

No dedication of land, rights-of-way, or easements are proposed as part of the PZD.

No public parks, open space, or trails are proposed for dedication/creation as part of the PZD. Lot 10 is an unbuildable lot and will remain as open space. Lot 7 will remain undeveloped initially and will provide open space until completion of the realignment of McMillan Drive associated with future AHTD improvement project.

Land Use Table

Symbol	Land Use	Density/Intensity	Units/S.F.	Acres	%
C	Commercial	7,825.20 S.F. / Acre	192,500	24.6	100%
I	Industrial	n/a	0	0	0%
O	Office	n/a	0	0	0%
MU.	Mixed Use	n/a	0	0	0%

REVISION

REVISION	DATE	DESCRIPTION

MASTER PLAN

McMILLAN ESTATES PZD

FAYETTEVILLE, ARKANSAS

SCALE: 1"=100'

DATE: MAY 14, 2016

DRAWN BY: dgl

ENGINEERING SERVICES, INCORPORATED SPRINGDALE, ARKANSAS

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2: ESDV15967 - CROSS CHURCH/MASTER PLAN/One Submission-May 16 2016/15967 SHEET 3.dwg

W.O.# 15967

SHEET 3



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0302

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

BID # 16-38 APAC-CENTRAL, INC.:

A RESOLUTION TO AWARD BID # 16-38 AND APPROVE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$2,574,815.20 FOR THE CONSTRUCTION OF IMPROVEMENTS TO OLD WIRE ROAD FROM MISSION BOULEVARD TO ASH STREET, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$386,222.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid # 16-38 and approves a contract with APAC-Central, Inc. in the amount of \$2,574,815.20 for the construction of improvements to Old Wire Road from Mission Boulevard to Ash Street, and further approves a project contingency in the amount of \$386,222.00.

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

City of Fayetteville Staff Review Form

2016-0302

Legistar File ID

7/5/2016

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

Chris Brown

6/15/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$2,574,815.20 with APAC-Central, Inc. for the construction of the Old Wire Road – Mission to Ash Project, approve a project contingency of \$386,222.00 (15%), and a Budget Adjustment.

Budget Impact:

5400.5600.5808.00	Water and Sewer
4520.9556.5809.00	Sales Tax Construction Bonds
Account Number	Fund
06035.2600	Old Wire Road (Mission to 265)
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 1,235,454.00
	Funds Obligated \$ 924,764.24
	Current Balance \$ 310,689.76
Does item have a cost? Yes	Item Cost \$ 2,961,037.20
Budget Adjustment Attached? Yes	Budget Adjustment \$ 2,720,027.00
	Remaining Budget \$ 69,679.56

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Item cost reflects contract of \$2,574,815.20 plus a contingency of \$386,222.00 for a total item cost of \$2,961,037.20.

MEETING OF JULY 5, 2016

TO: Mayor and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: July 10, 2016

SUBJECT: **Approval of a contract in the amount of \$2,574,815.20 with APAC-Central, Inc. for the construction of the Old Wire Road – Mission to Ash Project, approve a project contingency of \$386,222.00 (15%), and a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval awarding a contract in the amount of \$2,574,815.20 to APAC-Central, Inc. for the construction of the Old Wire Rd. – Mission to Ash Project, approval of a project contingency of \$386,222.00 (15%), and approval of the attached Budget Adjustment.

BACKGROUND:

The City of Fayetteville Engineering Division has prepared the design for the roadway and water and sewer relocations for Old Wire Road from Mission Blvd. to Ash Street. The design includes two vehicular travel lanes, bike lanes on each side, a 10' to 12' wide trail along the east side, a 5' sidewalk on the west side as well as the storm sewer, water and sewer installation.

This project is the second phase of the Old Wire Road Improvements. The first phase includes the intersection improvements at Mission Blvd. The construction includes reconfiguration of the travel lanes to allow for the installation of a traffic signal. This project is being managed by the Arkansas Highway and Transportation Department and is currently under construction.

The next phase to be constructed will be a sidewalk project along the east and south side of Old Wire Road from the parking lot at Gulley Park to Boxwood Drive. The Engineering Division is currently designing this project which should be bid for construction later this year.

The final phase of Old Wire Road will include a trail along the east side of Old Wire Road from Ash Street north to Gulley Park. The project also includes improvements to the lane configuration at the intersection with Township Street.

DISCUSSION:

On June 10, 2016, the City received four (4) construction bids for this project. APAC-Central, Inc.. submitted the bid which was approximately 1.7% below the Engineer's Estimate of \$2,619,801.00.

Schedule 1 (Transportation Bond Fund) - Includes installation of the storm sewer and the roadway construction. Total bid for Schedule 1 is \$1,780,867.15.

Schedule 2 (Water and Sewer Fund) - Includes all of the work required to relocate the City's water and sewer facilities for the roadway project. Total bid for Schedule 2 is \$793,948.05.

Total bid for this project is \$2,574,815.20.

Engineering staff recommends awarding this contract to APAC-Central, Inc. The contract time is 365 days (12 months) for final completion.

BUDGET/STAFF IMPACT:

The roadway, trail and storm sewer portion of this project is funded by the Transportation Bond Fund. The water and sewer relocations in this project are funded by the Water and Sewer Fund.

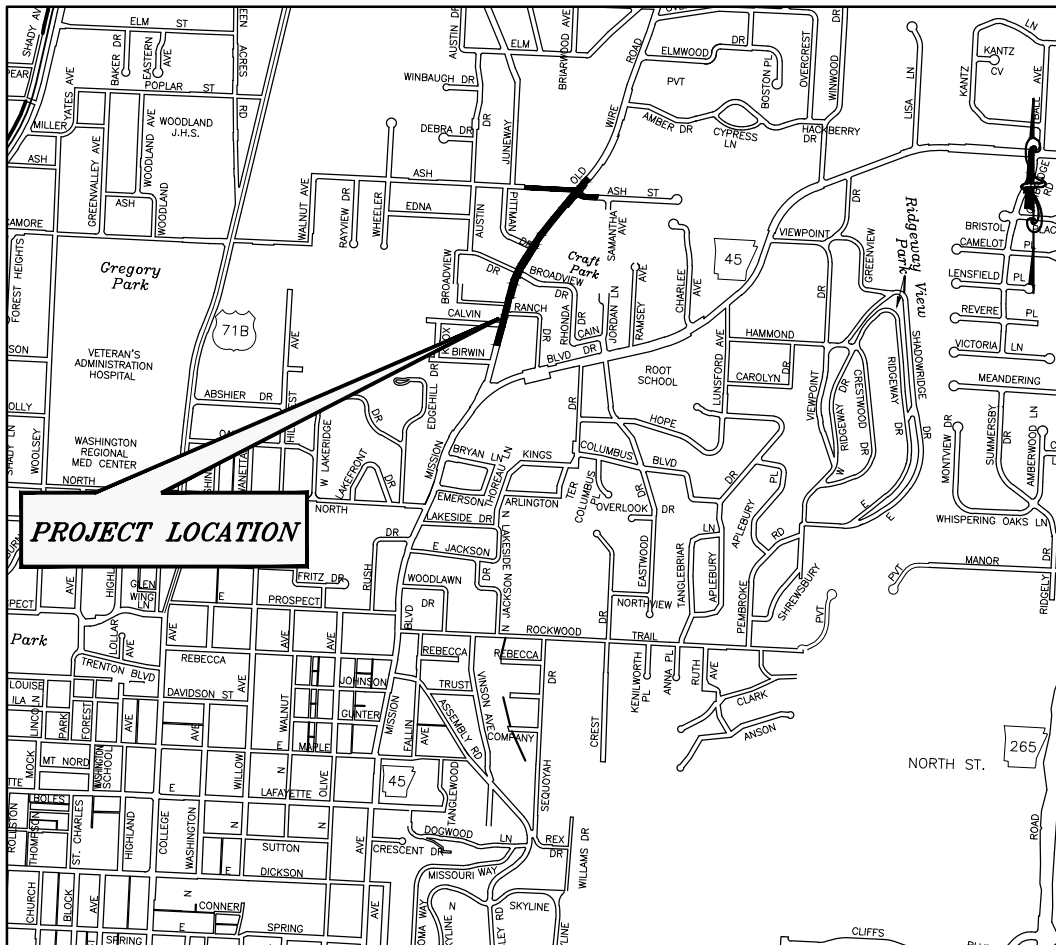
Attachments:

Bid Tab
Section 0500 Agreement
Section 0400 Bid Form
Budget Adjustment
Purchase Order Request

OLD WIRE ROAD MISSION TO ASH

for the
City of Fayetteville

VICINITY MAP



BID No. 16-38
MAY 2016

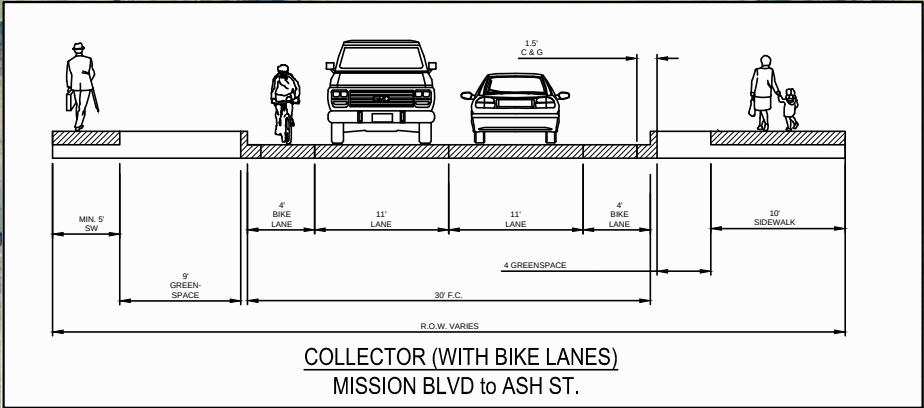
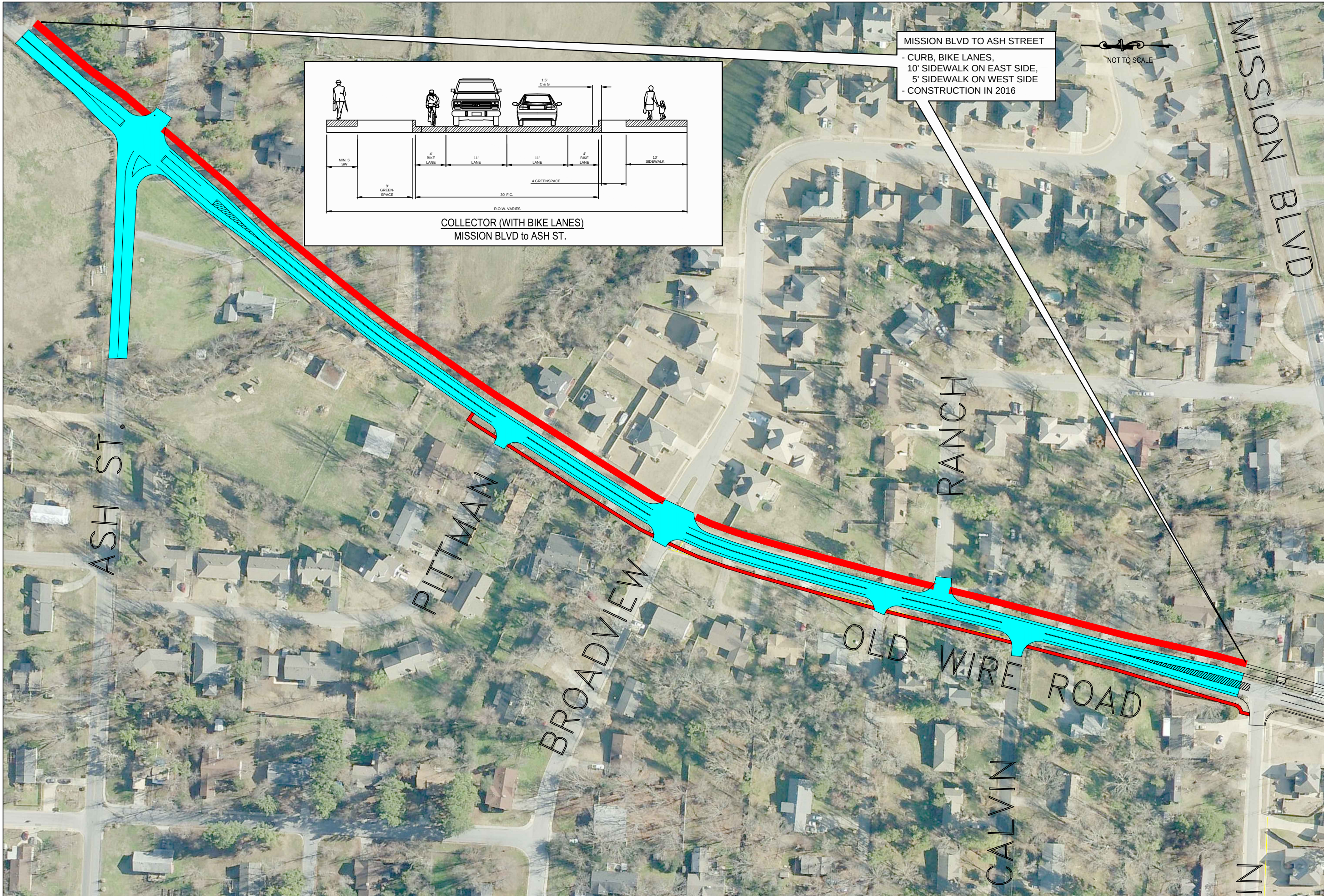
CITY OF
Fayetteville
ARKANSAS
ENGINEERING DIVISION

PHONE: (479) 575-8206

FAX NO: (479) 575-8202

PROJECT: ENGR. No. 8126

January 23, 2015 K:\Engineering Design Services\Projects\Old Wire Road-Mission to Crossover\Concepts\Trans Committee - Revised Concept012215.dwg



MISSION BLVD TO ASH STREET
- CURB, BIKE LANES,
10' SIDEWALK ON EAST SIDE,
5' SIDEWALK ON WEST SIDE
- CONSTRUCTION IN 2016

NOT TO SCALE

	PROJECT: OLD WIRE ROAD
	SHEET: 1
	DATE: January 23, 2015
	ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202
	REVISED November 20, 2015
	TITLE: OLD WIRE ROAD IMPROVEMENTS PHASE 1: MISSION TO ASH
	SURVEYED BY: DVD/JAP DRAWN BY: JTS DESIGNED BY: - FILE NAME: Trans Committee - Revised Concept012215.dwg



Bid 16-38, Construction - Old Wire Road Improvements
6/10/2016
2:00 PM
City of Fayetteville

****OFFICIAL BID TABULATION****

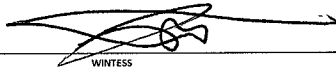
ITEM	DESCRIPTION	Unit	Est Qty.	APAC Central		Crossland Construction		Fochtman Enterprises		Goodwin & Goodwin	
1	Mobilization (Not to exceed 5% of total bid)	LS	1	\$120,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$145,000.00	\$145,000.00	\$125,000.00	\$125,000.00
2	Insurance and Bonding	LS	1	\$7,000.00	\$7,000.00	\$39,591.00	\$39,591.00	\$68,100.00	\$68,100.00	\$78,000.00	\$78,000.00
3	Roadway Construction Control (Staking)	LS	1	\$53,290.00	\$53,290.00	\$20,077.00	\$20,077.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
4	Trench & Excavation Safety Systems	LS	1	\$5,300.00	\$5,300.00	\$2,657.00	\$2,657.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
5	Clearing, Grubbing & Demolition	LS	1	\$22,750.00	\$22,750.00	\$38,574.00	\$38,574.00	\$20,000.00	\$20,000.00	\$85,000.00	\$85,000.00
6	R&D Existing Storm Sewer	LF	1135	\$9.65	\$10,952.75	\$11.40	\$12,939.00	\$35.00	\$39,725.00	\$20.00	\$22,700.00
7	R&D Existing Curb and Gutter	LF	600	\$5.95	\$3,570.00	\$9.40	\$5,640.00	\$15.00	\$9,000.00	\$10.00	\$6,000.00
8	R&D Existing Curb and Gutter	SY	1097	\$6.50	\$7,130.50	\$17.40	\$19,087.80	\$25.00	\$27,425.00	\$12.00	\$13,164.00
9	R&D Existing Concrete Driveway	ST	858	\$8.30	\$7,121.40	\$18.60	\$15,958.80	\$30.00	\$25,740.00	\$12.00	\$10,296.00
10	R&D Existing Concrete Box Culvert	EA	1	\$803.00	\$803.00	\$165.00	\$165.00	\$2,000.00	\$2,000.00	\$800.00	\$800.00
11	R&D Existing Gas Light	LS	1	\$9,100.00	\$9,100.00	\$7,226.00	\$7,226.00	\$27,000.00	\$27,000.00	\$5,000.00	\$5,000.00
12	R&D Existing Storm Drain Inlet	EA	5	\$952.00	\$4,760.00	\$765.00	\$3,825.00	\$2,000.00	\$10,000.00	\$800.00	\$4,000.00
13	R&D Existing 4' Chain Link Fence	LF	70	\$9.80	\$686.00	\$6.80	\$476.00	\$10.00	\$700.00	\$5.00	\$350.00
14	R&D Existing 6' Wood Privacy Fence	LF	265	\$3.90	\$1,033.50	\$6.20	\$1,643.00	\$10.00	\$2,650.00	\$8.00	\$2,120.00
15	R&D Existing Barb Wire Fence	LF	515	\$4.90	\$2,523.50	\$1.90	\$978.50	\$5.00	\$2,575.00	\$3.00	\$1,545.00
16	R&D Existing Flared End Section	EA	2	\$120.00	\$240.00	\$213.00	\$426.00	\$250.00	\$500.00	\$250.00	\$500.00
17	R&D Existing Street Sign and Return to Owner	EA	15	\$45.00	\$675.00	\$48.00	\$720.00	\$50.00	\$750.00	\$100.00	\$1,500.00
18	R&D Existing Guardrail	EA	1	\$1,190.00	\$1,190.00	\$717.00	\$717.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
19	R&D Existing Headwalls and Stone Retaining Walls	LS	1	\$3,095.00	\$3,095.00	\$16,259.00	\$16,259.00	\$21,600.00	\$21,600.00	\$35,000.00	\$35,000.00
20	R&D Existing Concrete Sidewalk	SY	614	\$3.90	\$2,394.60	\$15.90	\$9,762.60	\$12.00	\$7,368.00	\$12.00	\$7,368.00
21	R&D Existing Mailbox	EA	13	\$197.00	\$2,561.00	\$55.00	\$715.00	\$150.00	\$1,950.00	\$100.00	\$1,300.00
22	Unclassified Excavation (Plan Quantity)	CY	2680	\$15.35	\$41,138.00	\$16.06	\$43,040.80	\$16.00	\$42,880.00	\$10.00	\$26,800.00
23	Select Embankment (Plan Quantity)	CY	2412	\$20.50	\$49,446.00	\$47.58	\$114,762.96	\$20.00	\$48,240.00	\$14.00	\$33,768.00
24	Embankment (Plan Quantity)	CY	2470	\$10.50	\$25,935.00	\$19.62	\$48,461.40	\$20.00	\$49,400.00	\$10.00	\$24,700.00
25	Rock Excavation	CY	100	\$135.00	\$13,500.00	\$148.77	\$14,877.00	\$300.00	\$30,000.00	\$200.00	\$20,000.00
26	Subgrade Preparation	SY	3620	\$3.15	\$11,403.00	\$1.51	\$5,466.20	\$5.50	\$19,910.00	\$3.00	\$10,860.00
27	4" Topsoil Placement	SY	8820	\$1.90	\$16,758.00	\$4.53	\$39,954.60	\$6.00	\$52,920.00	\$3.00	\$26,460.00
28	*Undercut and Stone Backfill	CY	300	\$46.51	\$13,953.00	\$43.92	\$13,176.00	\$42.00	\$12,600.00	\$25.00	\$7,500.00
29	18" RCP, Class III, Under Pavement	LF	428	\$67.80	\$29,018.40	\$82.34	\$35,241.52	\$124.00	\$53,072.00	\$55.00	\$23,540.00
30	18" RCP, Class III :	LF	505	\$47.60	\$24,038.00	\$61.71	\$31,163.55	\$70.00	\$35,350.00	\$45.00	\$22,725.00
31	24" RCP, Class III, Under Pavement	LF	78	\$120.91	\$9,430.98	\$95.04	\$7,413.12	\$154.00	\$12,012.00	\$75.00	\$5,850.00
32	24" RCP, Class III	LF	357	\$57.85	\$20,652.45	\$75.85	\$27,078.45	\$83.00	\$29,631.00	\$65.00	\$23,205.00
33	30" RCP, Class III, Under Pavement	LF	60	\$112.51	\$6,750.60	\$112.94	\$6,776.40	\$173.00	\$10,380.00	\$100.00	\$6,000.00
34	30" RCP, Class III	LF	367	\$78.60	\$28,846.20	\$95.98	\$35,224.66	\$99.00	\$36,333.00	\$85.00	\$31,195.00
35	36" RCP, Class III, Under Pavement	LF	79	\$120.00	\$9,480.00	\$135.60	\$10,712.40	\$214.00	\$16,906.00	\$125.00	\$9,875.00
36	36" RCP, Class III	LF	518	\$103.00	\$53,354.00	\$121.68	\$63,030.24	\$132.00	\$68,376.00	\$100.00	\$51,800.00
37	42" RCP, Class III, Under Pavement	LF	140	\$145.00	\$20,300.00	\$167.15	\$23,401.00	\$232.00	\$32,480.00	\$180.00	\$25,200.00
38	42" RCP, Class III	LF	498	\$132.00	\$65,736.00	\$146.99	\$73,201.02	\$171.00	\$85,158.00	\$140.00	\$69,720.00
39	18" RCP FES w/Curtain Wall	EA	4	\$915.00	\$3,660.00	\$759.00	\$3,036.00	\$1,085.00	\$4,340.00	\$1,200.00	\$4,800.00
40	24" RCP FES w/Curtain Wall	EA	1	\$1,065.00	\$1,065.00	\$931.00	\$931.00	\$1,339.00	\$1,339.00	\$1,600.00	\$1,600.00
41	36" FES w/Curtain Wall	EA	1	\$1,880.12	\$1,880.12	\$1,725.00	\$1,725.00	\$2,186.00	\$2,186.00	\$2,500.00	\$2,500.00
42	4' DIA. Type MO Curb Inlet	EA	17	\$2,799.00	\$47,583.00	\$3,842.00	\$65,314.00	\$4,000.00	\$68,000.00	\$3,300.00	\$56,100.00
43	4' DIA. Type MO Grated Inlet	EA	2	\$4,515.00	\$9,030.00	\$3,306.00	\$6,612.00	\$4,970.00	\$9,940.00	\$4,200.00	\$8,400.00
44	5' DIA. Type MO Grated Inlet	EA	1	\$4,800.00	\$4,800.00	\$5,711.00	\$5,711.00	\$5,700.00	\$5,700.00	\$5,000.00	\$5,000.00
45	5' DIA. Type MO Curb Inlet	EA	16	\$3,210.00	\$51,360.00	\$5,089.00	\$81,424.00	\$4,750.00	\$76,000.00	\$3,900.00	\$62,400.00

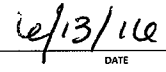
46	4" DIA. Type MO Junction Box	EA	7	\$2,792.00	\$19,544.00	\$3,123.00	\$21,861.00	\$4,400.00	\$30,800.00	\$4,000.00	\$28,000.00
47	4' x 10' Type C Curb Inlet	EA	2	\$5,199.00	\$10,398.00	\$7,381.00	\$14,762.00	\$7,100.00	\$14,200.00	\$9,000.00	\$18,000.00
48	5' x 6' Type C Curb Inlet	EA	1	\$7,985.00	\$7,985.00	\$9,957.00	\$9,957.00	\$6,300.00	\$6,300.00	\$6,000.00	\$6,000.00
49	4' Curb Inlet Extension	EA	16	\$552.00	\$8,832.00	\$1,465.00	\$23,440.00	\$2,000.00	\$32,000.00	\$1,000.00	\$16,000.00
50	8' Curb Inlet Extension	EA	2	\$995.00	\$1,990.00	\$2,225.00	\$4,450.00	\$3,400.00	\$6,800.00	\$1,600.00	\$3,200.00
51	12' Curb Inlet Extension	EA	4	\$1,050.00	\$4,200.00	\$2,954.00	\$11,816.00	\$4,800.00	\$19,200.00	\$2,000.00	\$8,000.00
52	Trench Drain (E. Ranch Dr.)	LS	1	\$16,470.00	\$16,470.00	\$12,646.00	\$12,646.00	\$18,500.00	\$18,500.00	\$20,000.00	\$20,000.00
53	12" Nyloplast Drain Basin with Grate	EA	3	\$1,525.00	\$4,575.00	\$1,823.00	\$5,469.00	\$2,740.00	\$8,220.00	\$2,000.00	\$6,000.00
54	12" ADS N12 Storm Sewer Pipe	LF	120	\$24.00	\$2,880.00	\$47.59	\$5,710.80	\$80.00	\$9,600.00	\$45.00	\$5,400.00
55	Curb Inlet Back Opening	EA	1	\$1,120.00	\$1,120.00	\$4,458.00	\$4,458.00	\$150.00	\$150.00	\$1,000.00	\$1,000.00
56	9'x4' Reinforced Concrete Box Culvert	LS	1	\$46,050.00	\$46,050.00	\$55,120.00	\$55,120.00	\$61,750.00	\$61,750.00	\$72,000.00	\$72,000.00
57	Connect Existing Yard Drain to Proposed Inlet	EA	2	\$485.00	\$970.00	\$1,473.00	\$2,946.00	\$750.00	\$1,500.00	\$1,000.00	\$2,000.00
58	Rip Rap w/ Filter Blanket	SY	105	\$78.31	\$8,222.55	\$39.20	\$4,116.00	\$67.00	\$7,035.00	\$60.00	\$6,300.00
59	Asphalt Milling	SY	1640	\$10.00	\$16,400.00	\$6.01	\$9,856.40	\$7.00	\$11,480.00	\$8.00	\$13,120.00
60	6" Class 7 Base Course	SY	2540	\$11.75	\$29,845.00	\$11.51	\$29,235.40	\$10.00	\$25,400.00	\$9.00	\$22,860.00
61	8" Class 7 Base Course	SY	1080	\$16.80	\$18,144.00	\$14.27	\$15,411.60	\$13.00	\$14,040.00	\$12.00	\$12,960.00
62	Asphalt Concrete Hot Mix Surface Course (PG70-22)	TON	2120	\$80.75	\$171,190.00	\$83.00	\$175,960.00	\$96.00	\$203,520.00	\$85.00	\$180,200.00
63	Temp. Asphalt Paving (Maintenance of Traffic)	TON	50	\$160.00	\$8,000.00	\$212.53	\$10,626.50	\$200.00	\$10,000.00	\$200.00	\$10,000.00
64	Aggregate Base (Maintenance of Traffic)	TON	75	\$75.50	\$5,662.50	\$70.84	\$5,313.00	\$35.00	\$2,625.00	\$45.00	\$3,375.00
65	Asphalt Street T-Patch	SY	870	\$32.70	\$28,449.00	\$21.47	\$18,678.90	\$90.00	\$78,300.00	\$80.00	\$69,600.00
66	6" Class B 4000 PSI Concrete Pavement (For Road Widening)	SY	1345	\$36.45	\$49,025.25	\$28.44	\$38,251.80	\$76.00	\$102,220.00	\$65.00	\$87,425.00
67	Concrete Curb & Gutter (Standard)	LF	4400	\$14.60	\$64,240.00	\$17.10	\$75,240.00	\$16.00	\$70,400.00	\$18.00	\$79,200.00
68	Concrete Drop Curb	LF	175	\$23.00	\$4,025.00	\$13.06	\$2,285.50	\$34.00	\$5,950.00	\$16.00	\$2,800.00
69	Concrete Cross Pan	LF	85	\$29.00	\$2,465.00	\$15.63	\$1,328.55	\$46.00	\$3,910.00	\$30.00	\$2,550.00
70	4" Concrete Slope Paving	SY	70	\$72.00	\$5,040.00	\$47.06	\$3,294.20	\$52.00	\$3,640.00	\$80.00	\$5,600.00
71	4" Concrete Sidewalk w/Class 7 Base	SY	885	\$38.80	\$34,338.00	\$43.83	\$38,789.55	\$56.00	\$49,560.00	\$45.00	\$39,825.00
72	4" Concrete Trail w/Class 7 Base	SY	2005	\$40.90	\$82,004.50	\$37.42	\$75,027.10	\$60.00	\$120,300.00	\$45.00	\$90,225.00
73	6" Concrete Driveway	SY	1030	\$43.90	\$45,217.00	\$51.58	\$53,127.40	\$76.00	\$78,280.00	\$60.00	\$61,800.00
74	Concrete ADA Ramp	SY	121	\$37.00	\$4,477.00	\$79.92	\$9,670.32	\$60.00	\$7,260.00	\$75.00	\$9,075.00
75	Cast-in-Place Detectable Warning Devices (Truncated Domes)	SF	310	\$13.60	\$4,216.00	\$35.65	\$11,051.50	\$32.00	\$9,920.00	\$15.00	\$4,650.00
76	Cast-in-Place Reinforced Concrete Retaining Wall	SF	440	\$56.30	\$24,772.00	\$62.55	\$27,522.00	\$38.00	\$16,720.00	\$45.00	\$19,800.00
77	Guard Rail	LF	200	\$42.00	\$8,400.00	\$42.51	\$8,502.00	\$48.00	\$9,600.00	\$50.00	\$10,000.00
78	Furnish and Install Mailbox	EA	13	\$236.00	\$3,068.00	\$409.00	\$5,317.00	\$300.00	\$3,900.00	\$300.00	\$3,900.00
79	Seeding & Mulching	AC	1.5	\$4,575.00	\$6,862.50	\$2,777.00	\$4,165.50	\$6,534.00	\$9,801.00	\$4,500.00	\$6,750.00
80	Solid Sod	SY	2600	\$4.20	\$10,920.00	\$4.14	\$10,764.00	\$7.00	\$18,200.00	\$6.00	\$15,600.00
81	Five Strand Barbed Wire Fence	LF	495	\$9.45	\$4,677.75	\$7.97	\$3,945.15	\$8.00	\$3,960.00	\$6.00	\$2,970.00
82	6" Wood Privacy Fence	LF	310	\$21.00	\$6,510.00	\$18.60	\$5,766.00	\$25.00	\$7,750.00	\$20.00	\$6,200.00
83	4' Chain Link Fence	LF	75	\$31.50	\$2,362.50	\$11.69	\$876.75	\$18.00	\$1,350.00	\$15.00	\$1,125.00
84	Temporary Chain Link Fence	LF	60	\$31.50	\$1,890.00	\$6.38	\$382.80	\$18.00	\$1,080.00	\$5.00	\$300.00
85	Tree Protection Fencing	LF	240	\$4.91	\$1,178.40	\$6.38	\$1,531.20	\$7.00	\$1,680.00	\$6.00	\$1,440.00
86	8" Solid Yellow Pavement Marking (Thermoplastic)	LF	345	\$2.10	\$724.50	\$2.13	\$734.85	\$3.00	\$1,035.00	\$2.50	\$862.50
87	4" Solid White Pavement Markings (Thermoplastic)	LF	3415	\$0.53	\$1,809.95	\$0.53	\$1,809.95	\$1.00	\$3,415.00	\$0.75	\$2,561.25
88	4" Solid Yellow Pavement Markings (Thermoplastic)	LF	970	\$0.53	\$514.10	\$0.53	\$514.10	\$1.00	\$970.00	\$0.75	\$727.50
89	4" Solid Double Yellow Pavement Markings (Thermoplastic)	LF	1515	\$1.05	\$1,590.75	\$1.06	\$1,605.90	\$2.00	\$3,030.00	\$1.25	\$1,893.75
90	12" Solid White Pavement Markings (Thermoplastic)	LF	1100	\$10.50	\$11,550.00	\$10.63	\$11,693.00	\$12.00	\$13,200.00	\$12.00	\$13,200.00
91	Pavement Symbols (Arrows - Thermoplastic)	EA	4	\$315.00	\$1,260.00	\$319.00	\$1,276.00	\$360.00	\$1,440.00	\$350.00	\$1,400.00
92	Pavement Symbols ("Only" - Thermoplastic)	EA	4	\$367.50	\$1,470.00	\$372.00	\$1,488.00	\$420.00	\$1,680.00	\$400.00	\$1,600.00
93	Pavement Symbols (Bike Lane Symbol - Thermoplastic)	EA	12	\$525.00	\$6,300.00	\$531.00	\$6,372.00	\$600.00	\$7,200.00	\$550.00	\$6,600.00
94	24" x 30" R2-1 Speed Limit Sign w/Support	EA	6	\$262.50	\$1,575.00	\$266.00	\$1,596.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00
95	30" x 30" R1-1 Stop Sign w/Support	EA	9	\$262.50	\$2,362.50	\$266.00	\$2,394.00	\$300.00	\$2,700.00	\$300.00	\$2,700.00
96	Street Name Sign w/Mounting Hardware w/Mounting Hardware	EA	9	\$105.00	\$945.00	\$106.00	\$954.00	\$120.00	\$1,080.00	\$125.00	\$1,125.00
97	30"x30" R14-1 Dead End Sign w/Support	EA	1	\$262.50	\$262.50	\$266.00	\$266.00	\$300.00	\$300.00	\$300.00	\$300.00

98	30"x30" W11-2 Pedestrian Sign	EA	2	\$262.50	\$525.00	\$266.00	\$532.00	\$300.00	\$600.00	\$300.00	\$600.00
99	Traffic Control & Maintenance	EA	1	\$85,000.00	\$85,000.00	\$18,065.00	\$18,065.00	\$40,000.00	\$40,000.00	\$115,000.00	\$115,000.00
100	Project Signs	EA	2	\$682.50	\$1,365.00	\$691.00	\$1,382.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
101	Site Photographs & Video	LS	1	\$3,800.00	\$3,800.00	\$4,251.00	\$4,251.00	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
102	Erosion Control Straw Wattle	LF	2210	\$3.82	\$8,442.20	\$3.87	\$8,552.70	\$5.00	\$11,050.00	\$3.00	\$6,630.00
103	Erosion Control Curb Inlet Protection	EA	40	\$218.00	\$8,720.00	\$91.00	\$3,640.00	\$150.00	\$6,000.00	\$200.00	\$8,000.00
104	Erosion Control Rock Check Dam	EA	10	\$261.12	\$2,611.20	\$249.00	\$2,490.00	\$300.00	\$3,000.00	\$400.00	\$4,000.00
105	Erosion Control	LS	1	\$9,570.00	\$9,570.00	\$3,188.00	\$3,188.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
106	9"x11" Fiberglass/Polymer Concrete	EA	18	\$288.75	\$5,197.50	\$292.00	\$5,256.00	\$500.00	\$9,000.00	\$325.00	\$5,850.00
107	1 1/2" Conduit	LF	1900	\$8.98	\$17,062.00	\$9.87	\$18,753.00	\$25.00	\$47,500.00	\$14.00	\$26,600.00
108	4" Electrical Conduit (use as directed)	LF	200	\$31.50	\$6,300.00	\$31.88	\$6,376.00	\$60.00	\$12,000.00	\$25.00	\$5,000.00
Total Amount Bid (Schedule 1)				\$1,780,867.15		\$1,997,033.44		\$2,536,637.00		\$2,187,341.00	
109	8" PVC, C-900, Class 200 DR-14 Water Main	LF	2625	\$75.60	\$198,450.00	\$83.00	\$217,875.00	\$58.00	\$152,250.00	\$65.00	\$170,625.00
110	6" PVC, C-900, Class 200 DR-14 Water Main	LF	175	\$71.40	\$12,495.00	\$60.49	\$10,585.75	\$45.00	\$7,875.00	\$65.00	\$11,375.00
111	2" PVC, SDR-13.5, Class 200 DR-14 Water Main	LF	70	\$31.50	\$2,205.00	\$41.79	\$2,925.30	\$40.00	\$2,800.00	\$25.00	\$1,750.00
112	1" Polyethylene Class 200 Water Service Tubing	LF	650	\$15.75	\$10,237.50	\$22.00	\$14,300.00	\$20.00	\$13,000.00	\$15.00	\$9,750.00
113	8" Gate Valve with Box	EA	16	\$1,811.25	\$28,980.00	\$3,400.00	\$54,400.00	\$1,620.00	\$25,920.00	\$2,300.00	\$36,800.00
114	6" Gate Valve with Box	EA	3	\$1,496.25	\$4,488.75	\$2,914.00	\$8,742.00	\$1,294.00	\$3,882.00	\$2,000.00	\$6,000.00
115	Three Way Fire Hydrant Assembly with Valve	EA	4	\$4,200.00	\$16,800.00	\$5,200.00	\$20,800.00	\$4,000.00	\$16,000.00	\$4,500.00	\$18,000.00
116	Remove Existing Fire Hydrant and Deliver to Owner	EA	2	\$1,050.00	\$2,100.00	\$1,100.00	\$2,200.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00
117	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,990.00	\$3,990.00	\$1,375.00	\$1,375.00	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00
118	6" X 6" Tapping Sleeve and Valve with Box	EA	4	\$3,517.50	\$14,070.00	\$1,100.00	\$4,400.00	\$4,905.00	\$19,620.00	\$4,200.00	\$16,800.00
119	Epoxy Coated Ductile Iron Fittings	LB	7700	\$10.50	\$80,850.00	\$1.10	\$8,470.00	\$8.00	\$61,600.00	\$0.01	\$77.00
120	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	12	\$1,233.75	\$14,805.00	\$880.00	\$10,560.00	\$2,000.00	\$24,000.00	\$1,000.00	\$12,000.00
121	1" Meter Setting, Complete, With Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$1,470.00	\$1,470.00	\$880.00	\$880.00	\$2,200.00	\$2,200.00	\$1,200.00	\$1,200.00
122	Double Meter Setting, Complete, With Pressure Reducer and Plumber Connection to Existing Building Service	EA	2	\$1,680.00	\$3,360.00	\$1,100.00	\$2,200.00	\$2,200.00	\$4,400.00	\$2,000.00	\$4,000.00
123	Remove Existing Meter Setting	EA	16	\$367.50	\$5,880.00	\$220.00	\$3,520.00	\$900.00	\$14,400.00	\$150.00	\$2,400.00
124	8" Saddle, 1" Corporation Stop and Tap	EA	15	\$241.50	\$3,622.50	\$1,375.00	\$20,625.00	\$320.00	\$4,800.00	\$200.00	\$3,000.00
125	16" Direct Bury Steel Casing	LF	80	\$131.25	\$10,500.00	\$240.00	\$19,200.00	\$160.00	\$12,800.00	\$100.00	\$8,000.00
126	2" HDPE Bored Casing	LF	365	\$63.00	\$22,995.00	\$22.00	\$8,030.00	\$60.00	\$21,900.00	\$65.00	\$23,725.00
127	Cut and Cap Existing 8" Water Main	EA	2	\$2,100.00	\$4,200.00	\$2,475.00	\$4,950.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00
128	Cut and Cap Existing 6" Water Main	EA	4	\$2,100.00	\$8,400.00	\$2,035.00	\$8,140.00	\$2,400.00	\$9,600.00	\$1,700.00	\$6,800.00
129	Cut and Cap Existing 2" or 2 1/4" Water Main	EA	2	\$1,050.00	\$2,100.00	\$440.00	\$880.00	\$2,000.00	\$4,000.00	\$600.00	\$1,200.00
130	Adjust Existing Water Valve to Grade	EA	4	\$420.00	\$1,680.00	\$880.00	\$3,520.00	\$600.00	\$2,400.00	\$300.00	\$1,200.00
131	Abandon Existing Water Valve	EA	8	\$630.00	\$5,040.00	\$550.00	\$4,400.00	\$1,000.00	\$8,000.00	\$600.00	\$4,800.00
132	Connect New 2" Main to Existing 2" or 2 1/4" Water Main	EA	2	\$630.00	\$1,260.00	\$440.00	\$880.00	\$2,100.00	\$4,200.00	\$1,000.00	\$2,000.00
133	Remove Existing Cap and Connect New 8" Water Main to Existing 8" Water Main	EA	1	\$840.00	\$840.00	\$1,894.00	\$1,894.00	\$1,250.00	\$1,250.00	\$2,000.00	\$2,000.00
134	8" PVC Sewer Main, SDR-26	LF	1464	\$114.45	\$167,554.80	\$108.00	\$158,112.00	\$70.00	\$102,480.00	\$85.00	\$124,440.00
135	6" PVC Sewer Service, SCH 40	LF	40	\$114.45	\$4,578.00	\$72.26	\$2,890.40	\$90.00	\$3,600.00	\$80.00	\$3,200.00
136	4" PVC Sewer Service, SCH 40	LF	700	\$63.00	\$44,100.00	\$68.00	\$47,600.00	\$52.00	\$36,400.00	\$25.00	\$17,500.00
137	4' Diameter Drop Manhole Up to 6' Deep	EA	9	\$4,200.00	\$37,800.00	\$3,800.00	\$34,200.00	\$5,300.00	\$47,700.00	\$4,500.00	\$40,500.00
138	4' Diameter Standard Manhole Up to 6' Deep	EA	3	\$2,520.00	\$7,560.00	\$2,800.00	\$8,400.00	\$3,800.00	\$11,400.00	\$3,500.00	\$10,500.00

139	Extra Manhole Depth Over 6' Deep	VF	66	\$183.75	\$12,127.50	\$175.00	\$11,550.00	\$150.00	\$9,900.00	\$225.00	\$14,850.00
140	Remove/Abandon Existing Manhole	EA	8	\$2,100.00	\$16,800.00	\$1,500.00	\$12,000.00	\$2,300.00	\$18,400.00	\$800.00	\$6,400.00
141	Raise Existing Sewer Manhole to Grade Using Riser Rings	EA	1	\$420.00	\$420.00	\$638.00	\$638.00	\$1,000.00	\$1,000.00	\$600.00	\$600.00
142	Sewer Service Connection on 8" PVC	EA	8	\$220.50	\$1,764.00	\$266.00	\$2,128.00	\$150.00	\$1,200.00	\$600.00	\$4,800.00
143	6" Manhole Tap for Sewer Service	EA	2	\$525.00	\$1,050.00	\$1,063.00	\$2,126.00	\$1,000.00	\$2,000.00	\$1,400.00	\$2,800.00
144	4" Manhole Tap for Sewer Service	EA	1	\$525.00	\$525.00	\$956.00	\$956.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
145	Plug Existing Sewer at Manhole Wall	EA	6	\$525.00	\$3,150.00	\$372.00	\$2,232.00	\$1,500.00	\$9,000.00	\$1,000.00	\$6,000.00
146	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	EA	2	\$1,575.00	\$3,150.00	\$1,328.00	\$2,656.00	\$1,200.00	\$2,400.00	\$2,000.00	\$4,000.00
147	Convert Existing Manhole to Drop Manhole	EA	1	\$3,675.00	\$3,675.00	\$1,275.00	\$1,275.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
148	Sanitary Sewer Main Televising	LS	1	\$6,825.00	\$6,825.00	\$5,313.00	\$5,313.00	\$10,000.00	\$10,000.00	\$4,800.00	\$4,800.00
149	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$22,050.00	\$22,050.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
Total Bid (Schedule 2)					\$793,948.05		\$742,828.45		\$704,677.00		\$623,492.00
TOTAL BASE BID				\$2,574,815.20		\$2,739,861.89		\$3,241,314.00		\$2,810,833.00	


A. Rennie PURCHASING MANAGER


WITNESS


DATE

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Old Wire Road Improvements-Mission Blvd. to Ash St.

Contract No.: 16-38, Old Wire Road Improvements-Mission Blvd. to Ash St.

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Improvements to approximately 2,500 linear feet of Old Wire Road located between Mission Blvd. and Ash St. The improvements include widening Old Wire Road to a two lane Collector Street. Other improvements to be included in this project are: water and sanitary sewer relocations, multi-use trail & sidewalk construction, storm drainage, and bike lanes.

Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and

DOCUMENT 00500 – AGREEMENT (continued)

responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **335** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **365** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the

DOCUMENT 00500 – AGREEMENT (continued)

remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as

DOCUMENT 00500 – AGREEMENT (continued)

recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 **FINAL PAYMENT:**

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder

DOCUMENT 00500 – AGREEMENT (continued)

of the Contract Price as recommended by Engineer and as provided in the
GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations,

DOCUMENT 00500 – AGREEMENT (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Ripple Road Street Improvements
8. Addenda numbers one (1) to two (2), inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or

DOCUMENT 00500 – AGREEMENT (continued)

supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be

DOCUMENT 00500 – AGREEMENT (continued)

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

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

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the
Effective Date of the Agreement.

CONTRACTOR: APAC-CENTRAK, INC
[Signature]

CITY OF FAYETTEVILLE _____

By: DAVID L FOSTER

By: Lioneld Jordan

Title: VP

Title: Mayor

(SEAL)

(SEAL)

Attest Jay Stinell

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

755 E. MILLSAP RD. ; P.O. Box 9208
FAYETTEVILLE, AR 72703

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0014690417

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

Agent for Service of process

DAVID L FOSTER

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

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
APAC-CENTRAL, INC.

The undersigned, being all of the members of the Board of Directors (each individually, a ***“Director”*** and collectively, the ***“Directors”***) of APAC-Central, Inc., a Delaware corporation (the ***“Corporation”***), do hereby, pursuant to §141 (f) of the Delaware General Corporation Law, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective December 7, 2015 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an ***“Officer”*** and collectively, the ***“Officers”***) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon Lefevre	President
Murry E. Cline	Vice President/Assistant Secretary
Park E. Estes	Vice President/Assistant Secretary
David L. Foster	Vice President/Assistant Secretary
Kristopher P. McClanahan	Vice President/Assistant Secretary
Michael J. Eshleman	Vice President/Assistant Secretary
Gregory W. White	Treasurer
Mike Marshall	Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective December 7, 2015 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation (each individually, an ***“Authorized Employee”*** and collectively, the ***“Authorized Employees”***), which persons shall be

authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Dallas E. Arnold
Robert L. Bryant
Joshua W. Davis

Michael J. Dugan
Michael E. Emmons
Thaddeus Yeargain

Ted B. Craft
Douglas Fronick

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Arkholo Sand & Gravel Co.
McClinton-Anchor Co.
APAC-Central, Inc.**

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer or Authorized Employee of the Corporation appointed hereunder in his/her capacity as such Officer or Authorized Employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a Director with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® eSign Services; and

FURTHER RESOLVED, that this Consent, following execution by each of the Directors, be filed in appropriate order in the minute book of the Corporation.

John Parson (JP)
E-signed 2015-12-07 08:52AM MST
john.parson@oldcastlematerials.com
Oldcastle Materials
President/COO

Craig Lamberty (CAL)
E-signed 2015-12-07 09:55AM CST
clamberty@omgmidwest.com

DOCUMENT 0400-BID FORM

Contract Name: OLD WIRE ROAD IMPROVEMENTS - MISSION BLVD. TO ASH ST.

Bid Number: 16-38, Construction - Old Wire Road Improvements - Mission Blvd. to Ash St.

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: APAC-Central, Inc.
755 E. Millsap Road
P.O. Box 9208
Fayetteville, AR 72703

ARTICLE 1- INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 0400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>#1</u>	<u>6/2/2016</u>
<u>#2</u>	<u>6/8/2016</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

DOCUMENT 0400-BID FORM (continued)

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$120,000.00	\$120,000.00
2	Insurance and Bonding	LS	1	\$7,000.00	\$7,000.00
3	Roadway Construction Control (Staking)	LS	1	\$53,290.00	\$53,290.00
4	Trench & Excavation Safety Systems	LS	1	\$5,300.00	\$5,300.00
5	Clearing, Grubbing, & Demolition	LS	1	\$22,750.00	\$22,750.00
6	R&D Existing Storm Sewer	LF	1135	\$9.65	\$10,952.75
7	R&D Existing Curb and Gutter	LF	600	\$5.95	\$3,570.00
8	R&D Existing Asphalt Pavement	SY	1097	\$6.50	\$7,130.50
9	R&D Existing Concrete Driveway	SY	858	\$8.30	\$7,121.40
10	R&D Existing Gas Light	EA	1	\$803.00	\$803.00
11	R&D Existing Concrete Box Culvert	LS	1	\$9,100.00	\$9,100.00
12	R&D Existing Storm Drain Inlet	EA	5	\$952.00	\$4,760.00
13	R&D Existing 4' Chain Link Fence	LF	70	\$9.80	\$686.00
14	R&D Existing 6' Wood Privacy Fence	LF	265	\$3.90	\$1,033.50
15	R&D Existing Barb Wire Fence	LF	515	\$4.90	\$2,523.50
16	R&D Existing Flared End Section	EA	2	\$120.00	\$240.00
17	R&D Existing Street Sign and Return to Owner	EA	15	\$45.00	\$675.00
18	R&D Existing Guardrail	EA	1	\$1,190.00	\$1,190.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
19	R&D Existing Headwalls and Stone Retaining Walls	LS	1	\$3,095.00	\$3,095.00
20	R&D Existing Concrete Sidewalk	SY	614	\$3.90	\$2,394.60
21	R&D Existing Mailbox	EA	13	\$197.00	\$2,561.00
22	Unclassified Excavation (Plan Quantity)	CY	2680	\$15.35	\$41,138.00
23	Select Embankment (Plan Quantity)	CY	2412	\$20.50	\$49,446.00
24	Embankment (Plan Quantity)	CY	2470	\$10.50	\$25,935.00
25	Rock Excavation	CY	100	\$135.00	\$13,500.00
26	Subgrade Preparation	SY	3620	\$3.15	\$11,403.00
27	4" Topsoil Placement	SY	8820	\$1.90	\$16,758.00
28	*Undercut and Stone Backfill	CY	300	\$46.51	\$13,953.00
29	18" RCP, Class III, Under Pavement	LF	428	\$67.80	\$29,018.40
30	18" RCP, Class III	LF	505	\$47.60	\$24,038.00
31	24" RCP, Class III, Under Pavement	LF	78	\$120.91	\$9,430.98
32	24" RCP, Class III	LF	357	\$57.85	\$20,652.45
33	30" RCP, Class III, Under Pavement	LF	60	\$112.51	\$6,750.60
34	30" RCP, Class III	LF	367	\$78.60	\$28,846.20
35	36" RCP, Class III, Under Pavement	LF	79	\$120.00	\$9,480.00
36	36" RCP, Class III	LF	518	\$103.00	\$53,354.00
37	42" RCP, Class III, Under Pavement	LF	140	\$145.00	\$20,300.00
38	42" RCP, Class III	LF	498	\$132.00	\$65,736.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
39	18" RCP FES w/Curtain Wall	EA	4	\$915.00	\$3,660.00
40	24" RCP FES w/Curtain Wall	EA	1	\$1,065.00	\$1,065.00
41	36" FES w/Curtain Wall	EA	1	\$1,880.12	\$1,880.12
42	4' DIA. Type MO Curb Inlet	EA	17	\$2,799.00	\$47,583.00
43	4' DIA. Type MO Grated Inlet	EA	2	\$4,515.00	\$9,030.00
44	5' DIA. Type MO Grated Inlet	EA	1	\$4,800.00	\$4,800.00
45	5' DIA. Type MO Curb Inlet	EA	16	\$3,210.00	\$51,360.00
46	4' DIA. Type MO Junction Box	EA	7	\$2,792.00	\$19,544.00
47	4' x 10' Type C Curb Inlet	EA	2	\$5,199.00	\$10,398.00
48	5' x 6' Type C Curb Inlet	EA	1	\$7,985.00	\$7,985.00
49	4' Curb Inlet Extension	EA	16	\$552.00	\$8,832.00
50	8' Curb Inlet Extension	EA	2	\$995.00	\$1,990.00
51	12' Curb Inlet Extension	EA	4	\$1,050.00	\$4,200.00
52	Trench Drain (E. Ranch Dr.)	LS	1	\$16,470.00	\$16,470.00
53	12" Nyloplast Drain Basin with Grate	EA	3	\$1,525.00	\$4,575.00
54	12" ADS N12 Storm Sewer Pipe	LF	120	\$24.00	\$2,880.00
55	Curb Inlet Back Opening	EA	1	\$1,120.00	\$1,120.00
56	9'x4' Reinforced Concrete Box Culvert	LS	1	\$46,050.00	\$46,050.00
57	Connect Existing Yard Drain to Proposed Inlet	EA	2	\$485.00	\$970.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
58	Rip Rap w/ Filter Blanket	SY	105	\$78.31	\$8,222.55
59	Asphalt Milling	SY	1640	\$10.00	\$16,400.00
60	6" Class 7 Base Course	SY	2540	\$11.75	\$29,845.00
61	8" Class 7 Base Course	SY	1080	\$16.80	\$18,144.00
62	Asphalt Concrete Hot Mix Surface Course (PG70-22)	TON	2120	\$80.75	\$171,190.00
63	Temp. Asphalt Paving (Maintenance of Traffic)	TON	50	\$160.00	\$8,000.00
64	Aggregate Base (Maintenance of Traffic)	TON	75	\$75.50	\$5,662.50
65	Asphalt Street T-Patch	SY	870	\$32.70	\$28,449.00
66	6" Class B 4000 PSI Concrete Pavement (For Road Widening)	SY	1345	\$36.45	\$49,025.25
67	Concrete Curb & Gutter (Standard)	LF	4400	\$14.60	\$64,240.00
68	Concrete Drop Curb	LF	175	\$23.00	\$4,025.00
69	Concrete Cross Pan	LF	85	\$29.00	\$2,465.00
70	4" Concrete Slope Paving	SY	70	\$72.00	\$5,040.00
71	4" Concrete Sidewalk w/Class 7 Base	SY	885	\$38.80	\$34,338.00
72	4" Concrete Trail w/Class 7 Base	SY	2005	\$40.90	\$82,004.50
73	6" Concrete Driveway	SY	1030	\$43.90	\$45,217.00
74	Concrete ADA Ramp	SY	121	\$37.00	\$4,477.00
75	Cast-in-Place Detectable Warning Devices (Truncated Domes)	SF	310	\$13.60	\$4,216.00
76	Cast-in-Place Reinforced Concrete Retaining Wall	SF	440	\$56.30	\$24,772.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
77	Guard Rail	LF	200	\$42.00	\$8,400.00
78	Furnish and Install Mailbox	EA	13	\$236.00	\$3,068.00
79	Seeding & Mulching	AC	1.5	\$4,575.00	\$6,862.50
80	Solid Sod	SY	2600	\$4.20	\$10,920.00
81	Five Strand Barbed Wire Fence	LF	495	\$9.45	\$4,677.75
82	6' Wood Privacy Fence	LF	310	\$21.00	\$6,510.00
83	4' Chain Link Fence	LF	75	\$31.50	\$2,362.50
84	Temporary Chain Link Fence	LF	60	\$31.50	\$1,890.00
85	Tree Protection Fencing	LF	240	\$4.91	\$1,178.40
86	8" Solid Yellow Pavement Marking (Thermoplastic)	LF	345	\$2.10	\$724.50
87	4" Solid White Pavement Markings (Thermoplastic)	LF	3415	\$0.53	\$1,809.95
88	4" Solid Yellow Pavement Markings (Thermoplastic)	LF	970	\$0.53	\$514.10
89	4" Solid Double Yellow Pavement Markings (Thermoplastic)	LF	1515	\$1.05	\$1,590.75
90	12" Solid White Pavement Markings (Thermoplastic)	LF	1100	\$10.50	\$11,550.00
91	Pavement Symbols (Arrows - Thermoplastic)	EA	4	\$315.00	\$1,260.00
92	Pavement Symbols ("Only" - Thermoplastic)	EA	4	\$367.50	\$1,470.00
93	Pavement Symbols (Bike Lane Symbol - Thermoplastic)	EA	12	\$525.00	\$6,300.00
94	24" x 30" R2-1 Speed Limit Sign w/Support w/Support	EA	6	\$262.50	\$1,575.00
95	30" x 30" R1-1 Stop Sign w/Support	EA	9	\$262.50	\$2,362.50

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
96	Street Name Sign w/Mounting Hardware w/Mounting Hardware	EA	9	\$105.00	\$945.00
97	30"x30" R14-1 Dead End Sign w/Support	EA	1	\$262.50	\$262.50
98	30"x30" W11-2 Pedestrian Sign w/Support	EA	2	\$262.50	\$525.00
99	Traffic Control & Maintenance	LS	1	\$85,000.00	\$85,000.00
100	Project Signs	EA	2	\$682.50	\$1,365.00
101	Site Photographs & Video	LS	1	\$3,800.00	\$3,800.00
102	Erosion Control Straw Wattle	LF	2210	\$3.82	\$8,442.20
103	Erosion Control Curb Inlet Protection	EA	40	\$218.00	\$8,720.00
104	Erosion Control Rock Check Dam	EA	10	\$261.12	\$2,611.20
105	Erosion Control	LS	1	\$9,570.00	\$9,570.00
106	9"x11" Fiberglass/Polymer Concrete Pull Box	EA	18	\$288.75	\$5,197.50
107	1 1/2" Conduit	LF	1900	\$8.98	\$17,062.00
108	4" Electrical Conduit (use as directed)	LF	200	\$31.50	\$6,300.00

TOTAL AMOUNT BID (SCHEDULE 1)**\$1,780,867.15****BID SCHEDULE 2**

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
109	8" PVC, C-900, Class 200 DR-14 Water Main	LF	2625	\$75.60	\$198,450.00
110	6" PVC, C-900, Class 200 DR-14 Water Main	LF	175	\$71.40	\$12,495.00
111	2" PVC, SDR-13.5, Class 200 DR-14 Water Main	LF	70	\$31.50	\$2,205.00
112	1" Polyethylene Class 200 Water Service Tubing	LF	650	\$15.75	\$10,237.50
113	8" Gate Valve with Box	EA	16	\$1,811.25	\$28,980.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	PRICE	TOTAL
114	6" Gate Valve with Box	EA	3	\$1,496.25	\$4,488.75
115	Three Way Fire Hydrant Assembly with Valve	EA	4	\$4,200.00	\$16,800.00
116	Remove Existing Fire Hydrant and Deliver to Owner	EA	2	\$1,050.00	\$2,100.00
117	8" X 8" Tapping Sleeve and Valve with Box	EA	1	\$3,990.00	\$3,990.00
118	6" X 6" Tapping Sleeve and Valve with Box	EA	4	\$3,517.50	\$14,070.00
119	Epoxy Coated Ductile Iron Fittings	LB	7700	\$10.50	\$80,850.00
120	Single Meter Setting, Complete, Including Pressure Reducer and Plumber Connection to Existing Building Service	EA	12	\$1,233.75	\$14,805.00
121	1" Meter Setting, Complete, With Pressure Reducer and Plumber Connection to Existing Building Service	EA	1	\$1,470.00	\$1,470.00
122	Double Meter Setting, Complete, With Pressure Reducer and Plumber Connection to Existing Building Service	EA	2	\$1,680.00	\$3,360.00
123	Remove Existing Meter Setting	EA	16	\$367.50	\$5,880.00
124	8" Saddle, 1" Corporation Stop and Tap	EA	15	\$241.50	\$3,622.50
125	16" Direct Bury Steel Casing	LF	80	\$131.25	\$10,500.00
126	2" HDPE Bored Casing	LF	365	\$63.00	\$22,995.00
127	Cut and Cap Existing 8" Water Main	EA	2	\$2,100.00	\$4,200.00
128	Cut and Cap Existing 6" Water Main	EA	4	\$2,100.00	\$8,400.00
129	Cut and Cap Existing 2" or 2 1/4" Water Main Main	EA	2	\$1,050.00	\$2,100.00
130	Adjust Existing Water Valve to Grade	EA	4	\$420.00	\$1,680.00
131	Abandon Existing Water Valve	EA	8	\$630.00	\$5,040.00
132	Connect New 2" Main to Existing 2" or 2 1/4" Water Main	EA	2	\$630.00	\$1,260.00

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
133	Remove Existing Cap and Connect New 8" Water Main to Existing 8" Water Main	EA	1	\$840.00	\$840.00
134	8" PVC Sewer Main, SDR-26	LF	1464	\$114.45	\$167,554.80
135	6" PVC Sewer Service, SCH 40	LF	40	\$114.45	\$4,578.00
136	4" PVC Sewer Service, SCH 40	LF	700	\$63.00	\$44,100.00
137	4' Diameter Drop Manhole Up to 6' Deep	EA	9	\$4,200.00	\$37,800.00
138	4' Diameter Standard Manhole Up to 6' Deep	EA	3	\$2,520.00	\$7,560.00
139	Extra Manhole Depth Over 6' Deep	VF	66	\$183.75	\$12,127.50
140	Remove/Abandon Existing Manhole	EA	8	\$2,100.00	\$16,800.00
141	Raise Existing Sewer Manhole to Grade Using Riser Rings	EA	1	\$420.00	\$420.00
142	Sewer Service Connection on 8" PVC	EA	8	\$220.50	\$1,764.00
143	6" Manhole Tap for Sewer Service	EA	2	\$525.00	\$1,050.00
144	4" Manhole Tap for Sewer Service	EA	1	\$525.00	\$525.00
145	Plug Existing Sewer at Manhole Wall	EA	6	\$525.00	\$3,150.00
146	Connect 8" Sewer to Existing Manhole, Core Drill Manhole Wall	EA	2	\$1,575.00	\$3,150.00
147	Convert Existing Manhole to Drop Manhole	EA	1	\$3,675.00	\$3,675.00
148	Sanitary Sewer Main Televising	LS	1	\$6,825.00	\$6,825.00
149	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$22,050.00	\$22,050.00

TOTAL AMOUNT BID (SCHEDULE 2)**\$793,948.05**

DOCUMENT 0400-BID FORM (continued)

TOTAL AMOUNT BID (SCHEDULE 1 + 2)

\$2,574,815.20

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1 and Schedule 2. Bidders shall bid on both schedules. Failure to bid on both Schedule 1 and Schedule 2 shall result in bid rejection.

ARTICLE 5- CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of 5% of Bid Amount
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

APAC-Central, Inc.

755 E. Millsap Road, P.O. Box 9208

Fayetteville, AR 72703

Email David.Foster@apac.com

Phone No. (479) 587-3300

Fax No. (479) 521-2826

DOCUMENT 0400-BID FORM (continued)

ARTICLE 8- TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

SUBMITTED on JUNE 10TH, 2016.

Arkansas State Contractor License No. 0011840417.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 0400-BID FORM (continued)

A Corporation or LLC

Corporation Name : APAC-CENTRAL INC (SEAL)

State of Incorporation: DELAWARE

Type (General Business, Professional, Service, Limited Liability): _____

GENERAL BUSINESS

By: [Signature]

(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): DAVID L FOSTER

Title: VP

(CORPORATE SEAL)

Attest: Michael Marshall

(Signature of Corporate Secretary)

Business address: 755 E. MILLSAP RD

FAYETTEVILLE AR 72703

Phone No: (479) 587-3300 Fax No. (479) 521-2826

Email Address: DAVID.FOSTER @ APAC.COM

END OF DOCUMENT 00400

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
APAC-CENTRAL, INC.

The undersigned, being all of the members of the Board of Directors (each individually, a **“Director”** and collectively, the **“Directors”**) of APAC-Central, Inc., a Delaware corporation (the **“Corporation”**), do hereby, pursuant to §141 (f) of the Delaware General Corporation Law, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation, and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective December 7, 2015 all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an **“Officer”** and collectively, the **“Officers”**) in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Brandon Lefevre	President
Murry E. Cline	Vice President/Assistant Secretary
Park E. Estes	Vice President/Assistant Secretary
David L. Foster	Vice President/Assistant Secretary
Kristopher P. McClanahan	Vice President/Assistant Secretary
Michael J. Eshleman	Vice President/Assistant Secretary
Gregory W. White	Treasurer
Mike Marshall	Secretary

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation’s business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

II. APPOINTMENT OF AUTHORIZED EMPLOYEES

RESOLVED, that effective December 7, 2015 all previous appointments of authorized employees are terminated, and that the following persons be and each of them hereby is appointed to serve as an authorized employee of the Corporation (each individually, an **“Authorized Employee”** and collectively, the **“Authorized Employees”**), which persons shall be

authorized to execute and deliver such agreements, contracts, documents, certificates and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business including, without limitation, selling products and securing construction work:

Dallas E. Arnold
Robert L. Bryant
Joshua W. Davis

Michael J. Dugan
Michael E. Emmons
Thaddeus Yeargain

Ted B. Craft
Douglas Fronick

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

III. AUTHORIZATION OF TRADE NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Arkholo Sand & Gravel Co.
McClinton-Anchor Co.
APAC-Central, Inc.**

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer or Authorized Employee of the Corporation appointed hereunder in his/her capacity as such Officer or Authorized Employee be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a Director with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through Adobe® eSign Services; and

FURTHER RESOLVED, that this Consent, following execution by each of the Directors, be filed in appropriate order in the minute book of the Corporation.

John Parson (JP)
E-signed 2015-12-07 08:52AM MST
john.parson@oldcastlematerials.com
Oldcastle Materials
President/COO

Craig Lamberty (CAL)
E-signed 2015-12-07 09:55AM CST
clamberty@omgmidwest.com

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-Central, Inc.

as Principal, hereinafter called the Principal, and Federal Insurance Company

a corporation duly organized under the laws of the State of Indiana

as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF FAYETTEVILLE, AR

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$5%),

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.

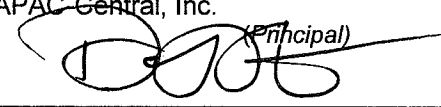
WHEREAS, the Principal has submitted a bid for BID 16-38, CONSTRUCTION - OLD WIRE ROAD IMPROVEMENTS, MISSION TO ASH

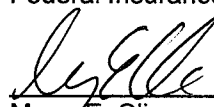
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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 10th day of JUNE, 2016.


(Witness)


(Witness)

APAC-Central, Inc.
{  (Principal) (Seal)
DAVID L. FOSTER (Title) VP

Federal Insurance Company
{  (Surety) (Seal)
Murry E. Cline (Title) Attorney-In-Fact



**Chubb
Surety**

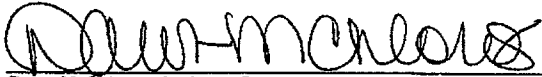
**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Brandon Lefevre, Murry E. Cline and David L. Foster of Fayetteville, Arkansas; Doug Fronick and Michael J. Eshleman of Springfield, Missouri; Kristopher McClanahan and Joshua W. Davis of Tulsa, Oklahoma**, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Central, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **21st** day of **March, 2016**.



Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

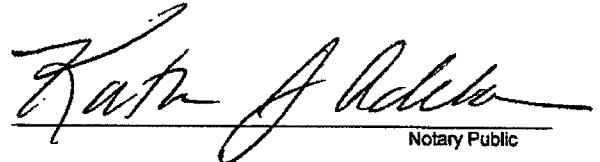
County of Somerset

On this **21st** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

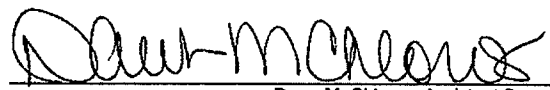
"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **10th DAY OF JUNE, 2016**





Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SURETY ACKNOWLEDGMENT

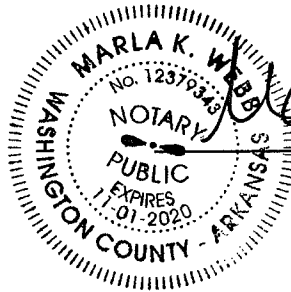
STATE OF ARKANSAS

}

COUNTY OF WASHINGTON

} SS

On this 10TH day of JUNE, 2016, before me personally came MURRY E. CLINE to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.





Notary Public

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

as Principal, hereinafter called the Principal, and

a corporation duly organized under the laws of the State of _____ as Surety,
hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars (\$ _____), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Old Wire Road Improvements-Mission Blvd. to Ash St.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter
into a Contract with the Owner 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 Principal to enter such
Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not
to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

DOCUMENT 00410 – BID BOND (continued)

which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____.

PRINCIPAL

(CORPORATE SEAL)

By _____

SURETY

By _____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

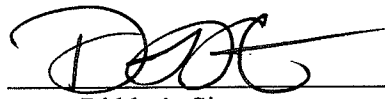
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

OLD WIRE ROAD IMPROVEMENTS – MISSION BLVD. TO ASH ST.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition ELECTRICAL	ALL SERVICE ELECTRIC HOT SPRINGS, AR	\$ 28,595.00
SWPPP/Erosion Control	SECOND NATURE LANDSCAPES FAYETTEVILLE, AR	\$ 31,415.20
Asphalt FENCING	MODERN FENCE + SUPPLY SPRINGDALE, AR	\$ 14,705.00
Concrete UTILITIES	SEVEN VALLEYS CONST. CASSVILLE, MO	\$ 756,141.00
Landscaping STRIPING, SIGNS	TIME STRIPING VAN BUREN, AR	\$ 68,697.50
Material Testing	_____	_____
Other (designate)	_____	_____

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature

END OF DOCUMENT 00430

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: Date: 6/10/2016			
							P.O Number:			
Vendor #: 7470		Vendor Name: APAC-Central, Inc					Mail ☐ YES ☒ NO		Legistar#: 2016-0302 Expected Delivery Date:	
Address: PO Box 9208					FOB Point:		Taxable ☐ YES ☒ NO			
City: Fayetteville			State: AR		72703	Ship to code:	Quotes Attached ☐ YES ☐ NO			
Requester: Matt Casey					Requester's Employee #: 2119		Extension: 444-3429			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Roadway Construction for Old Wire Rd. (Mission to Ash)	1		1,780,867.15	\$1,780,867.15	4520.9556.5809.00	06035.2600			
2	Water & Sewer Improvements to Old Wire Rd. (Mission to Ash)	1		793,948.05	\$793,948.05	5400.5600.5808.00	06035.2600			
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: \$2,574,815.20 Tax: \$0.00 Total: <u>\$2,574,815.20</u>			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: _____ Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____										

Budget Year	Division: Engineering	Adjustment Number
2016	Dept.: Development Services	
	Requestor: Kristin Cavette for Chris Brown	

Funding to cover Old Wire Road (Mission to Ash) bids including Water & Sewer improvements.

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0306

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):

AN ORDINANCE TO APPROVE VAC 16-5440 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2514 NORTH NEW SCHOOL PLACE TO VACATE PORTIONS OF A UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of a utility easement are not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates portions of a utility easement as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Any relocation or damage to utilities and the associated new easement dedication shall be at the owner/developer's expense.
2. After AEP/SWEPCO has located their underground utilities in the areas indicated, these areas shall be surveyed by the applicant. An easement shall be enlarged or provided by the applicant for any AEP/SWEPCO facilities that are not within the easements.

City of Fayetteville Staff Review Form

2016-0306

Legistar File ID

7/5/2016

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

Jeremy Pate

6/17/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 16-5440: Vacation (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL, 290): Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 2514 N. NEW SCHOOL PLACE. The properties are zoned R-O, RESIDENTIAL OFFICE and contain 19.49 acres. The request is to vacate portions of utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor and City Council

FROM: Andrew Garner, City Planning Director

DATE: June 17, 2016

SUBJECT: **VAC 16-5440: Vacation (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL, 290):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 2514 N. NEW SCHOOL PLACE. The properties are zoned R-O, RESIDENTIAL OFFICE and contain 19.49 acres. The request is to vacate portions of a utility easement.

RECOMMENDATION:

Planning Division staff and the Planning Commission recommend approval of **VAC 16-5440** with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. After AEP/SWEPCO has located their underground utilities in the areas indicated, these areas shall be surveyed by the applicant. An easement shall be provided by the applicant for AEP/SWEPCO facilities that are not within easements.

BACKGROUND:

The subject property is the New School campus on the south side of Sunbridge Drive. The New School is a private school for preschool students through 7th grade that has been in operation since 1971 according to their website (www.thenewschool.org). The overall site contains approximately 19.23 acres and is zoned R-O, Residential Office and C-2, Thoroughfare Commercial. As depicted on the attached Exhibit 'A', the applicant proposes vacation of portions of various utility easements that traverse across the property to make room for planned expansions to the New School.

DISCUSSION:

On June 13, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-0 as a consent agenda item.

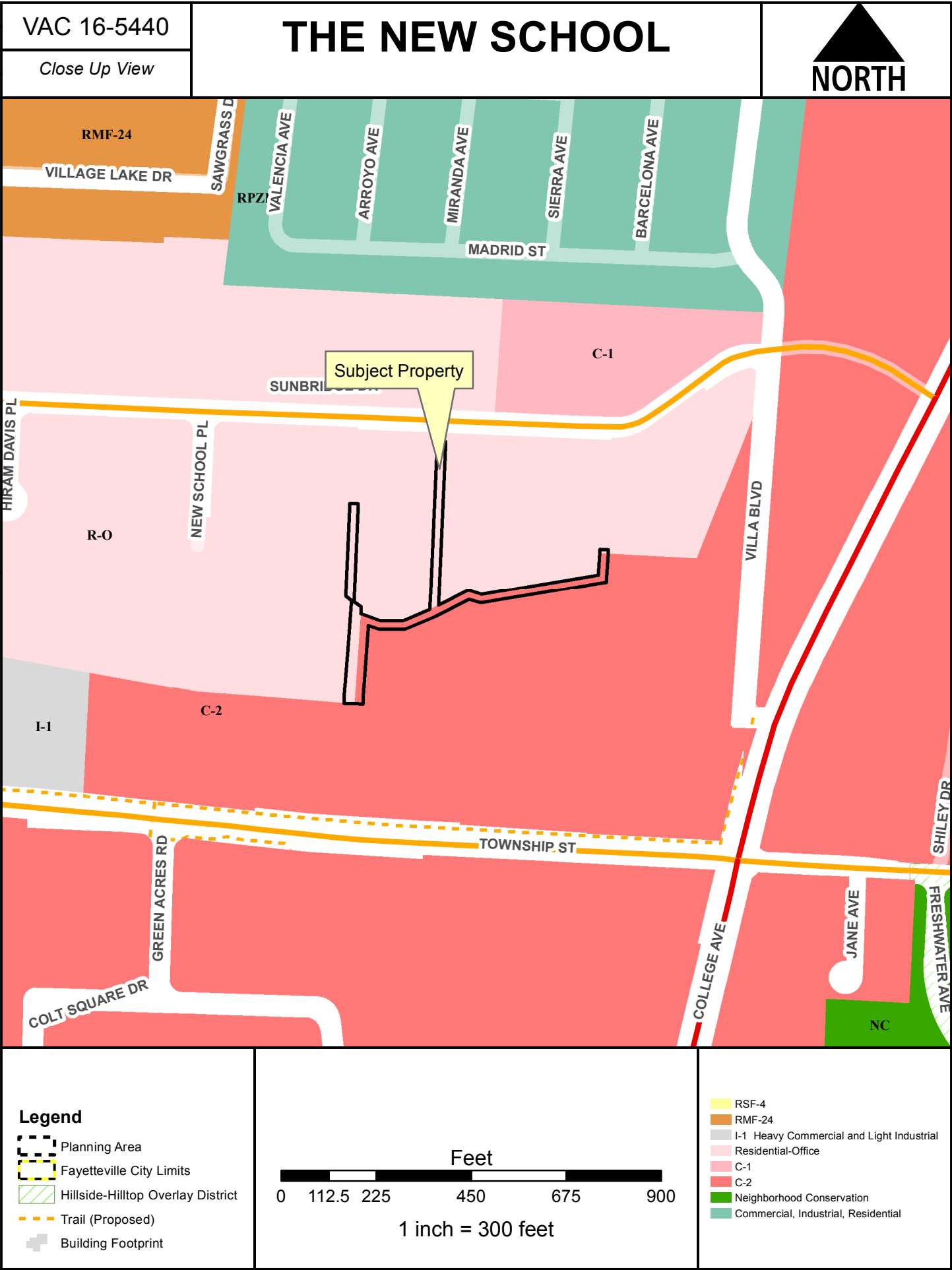
BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Application
- Planning Commission Staff Report

EXHIBIT 'A'



CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant _____ Representative

Applicant (person making request):

Name: The New School (Dennis Chapman)

Address: 2514 New School Place

Fayetteville, AR 72703

Phone: (479) 521.7037

Email: dennis.chapman@thenewschool.org

Fax: ()

Site Address / Location: 2514 New School Place

Representative (engineer, surveyor, realtor, etc.):

Name: Jorgensen + Associates

Address: 124 W Sunbridge Suite 5

Fayetteville, AR 72703

Phone: ()

Email:

Fax: ()

Legal description of area to be vacated (attach separate sheet if necessary):

See attached

Current Zoning District: R-O/C-2

Assessors Parcel Number(s) for subject property: 765-19424-000, 765-19423-000, 765-19423-001, 765-16026-000,

765-19419-000, 765-19471-000, 765-19416-000, 765-21473-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

The New School

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Blake Jorgensen

Date: 4.11.16

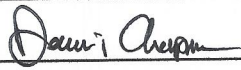
Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): Dennis Chapman

Address: 2514 New School Place

Signature: 

Date: 4/13/16

Phone: (479) 521.7037

Name (printed):

Address:

Signature:

Date:

Phone: ()

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$200.00 application fee
 - \$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: June 13, 2016 (*Updated with Planning Commission results*)

SUBJECT: **VAC 16-5440: Vacation (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL, 290):** Submitted by JORGENSEN & ASSOCIATES, INC. for properties located at 2514 N. NEW SCHOOL PLACE. The properties are zoned R-O, RESIDENTIAL OFFICE and contain 19.49 acres. The request is to vacate portions of a utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 16-5440** with conditions of approval.

BACKGROUND:

The subject property is the New School campus on the south side of Sunbridge Drive. The New School is a private school for preschool students through 7th grade that has been in operation since 1971 according to their website (www.thenewschool.org). The overall site contains approximately 19.23 acres and is zoned R-O, Residential Office and C-2, Thoroughfare Commercial. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North and West	Office	R-O, Residential Office
South	Mixed commercial uses on Township Street	C-2, Thoroughfare Commercial
East	Undeveloped	C-2, Thoroughfare Commercial

Proposal: The applicant proposes vacation of portions of various utility easements that traverse across the property to make room for planned expansions to the New School.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable utility companies, with the following responses:

<u>Utility</u>	<u>Response</u>
Cox Communications	No objections
AEP/SWEPCO	No objections with conditions
Black Hills Energy	No objections

AT&T	No objections
Ozarks Electric	No objections
<u>City of Fayetteville</u>	<u>Response</u>
Water/Sewer	No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 16-5440 with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. After AEP/SWEPCO has located their underground utilities in the areas indicated, these areas shall be surveyed by the applicant. An easement shall be provided by the applicant for AEP/SWEPCO facilities that are not within easements.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: June 13, 2016

Motion: Autry

Second: Hoskins

Vote: 7-0-0 (on the consent agenda) Note: Recommend approval

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map



JORGENSEN
+ASSOCIATES
Civil Engineering Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

April 14, 2016

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Attn: Planning Department
Re: The New School VAC

To Whom It May Concern:

Please find the attached Vacation request for the New School. The main objective of this application is to vacate existing easements located on the New School's campus to make room for an anticipated expansion. An overview of this expansion has been included with this submittal. To the best of our knowledge, there are no known utilities lying within these easements. Any public utilities found within the site that are in conflict with the proposed development will be relocated and new easements will be dedicated.

Please contact us with any questions or comments. We look forward to your assistance.

Sincerely;

Blake E. Jorgensen, P.E.

PETITION TO VACATE EASEMENTS LOCATED IN THE CITY OF FAYETTEVILLE, ARKANSAS

TO:

The Fayetteville City Planning Commission and
The Fayetteville City Council

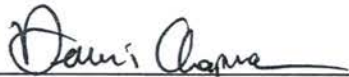
On behalf of the owners of the real estate found on the attached Easement Vacation Plat (Parcels 765-16026-000, 765-21473-000, 765-19416-000, 765-19417-000), we are requesting that the existing easements as called on the aforementioned plat, be abandoned and vacated; lying in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate said Easements which are shown on the attached Easement Vacation Plat.

The petitioners kindly ask that the City of Fayetteville, Arkansas, abandon and vacate the described real estate as called out on the Easement Vacation Plat, subject, however, to the existing utility easements as required, and that the described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further ask that the described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the petitioners respectfully request that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the described real estate, subject to said utility easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 2nd day of MAY, 2016



Dennis Chapman, President and Head of School

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4-27-16

UTILITY COMPANY: AEP SWEP CO

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

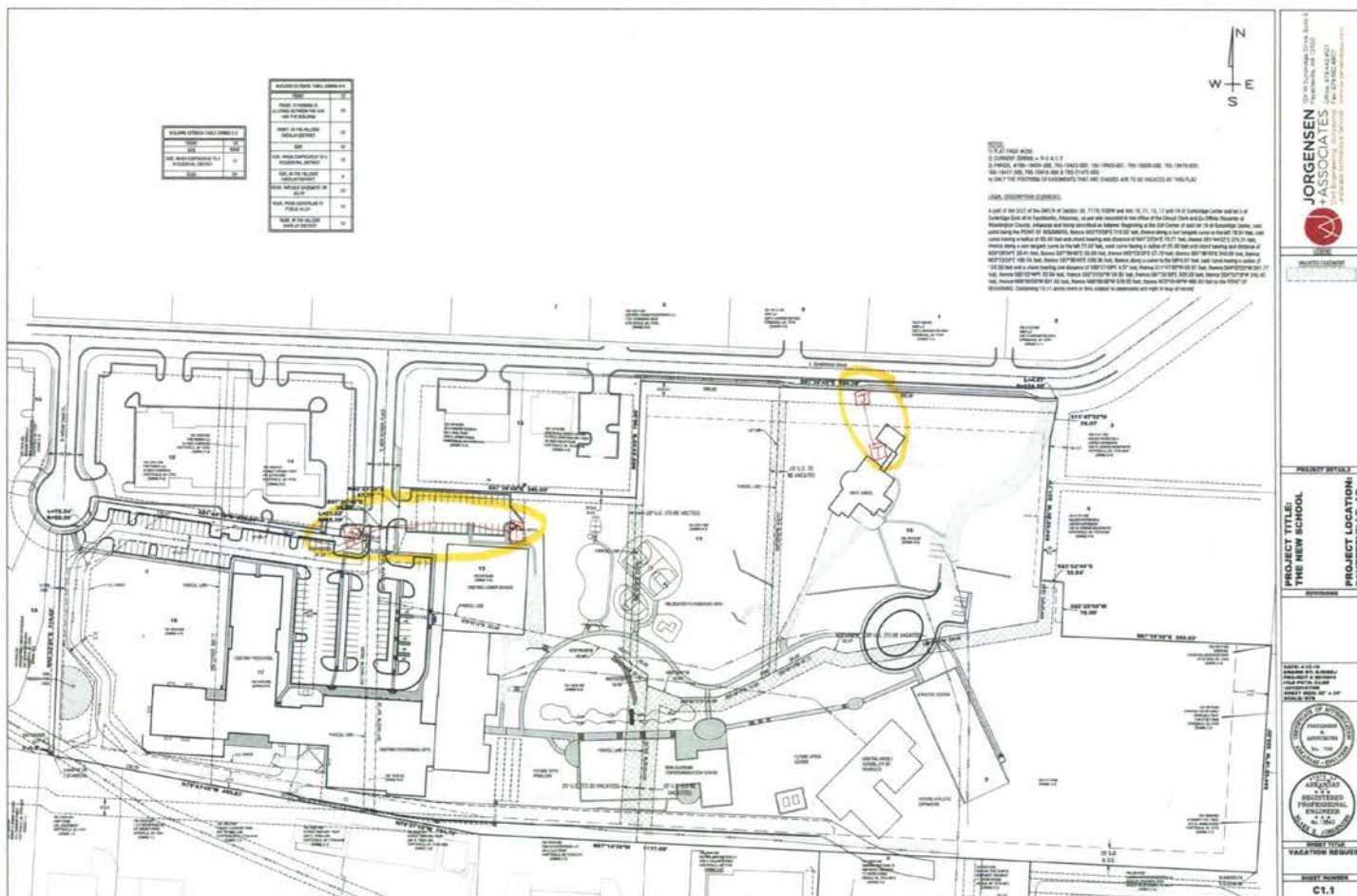
- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:

ONCE WE HAVE OUR UG LOCATED IN THE AREAS INDICATED, WE WOULD
LIKE IT SURVEYED. WE WOULD LIKE EASEMENT FOR FACILITIES THAT ARE ^{NOT}
WITHIN THE EASEMENTS SHOWN ON THIS
PLAT.

Tony J.
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title



UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 04/15/2016

UTILITY COMPANY: Black Hills Energy

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

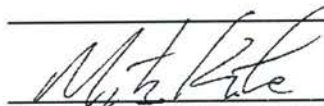
General location / Address New School

☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Supervisor - Gas Operations

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 5/2/2016

UTILITY COMPANY: CITY OF FAYETTEVILLE WATER & SEWER

APPLICANT NAME: BLAKE JORGENSEN APPLICANT PHONE: 442-9127

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address THE NEW SCHOOL / E. SUNDRIDGE DR. &
N. NEW SCHOOL PL.

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

WE'S OPERATIONS MANAGER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 05/02/2016

UTILITY COMPANY: AT&T

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

JEFF HAMILTON

Digitally signed by JEFF HAMILTON
DN: cn=JEFF HAMILTON, o=AT&T, ou=CONSTRUCTION/ ENGINEERING,
email=jh5430@att.com, c=US
Date: 2016.05.02 15:39:30 -05'00'

Signature of Utility Company Representative

MGR OSP Plng & Engrg Design

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4/14/2016

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Jorensen & Associates APPLICANT PHONE: 479-442-9127

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address 2514 New School Place

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☒ No objections provided the following conditions are met:
Any damage to or relocation of existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction and Planning Manager

Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4-15-16
UTILITY COMPANY: BZARKS ELECTRIC
APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
☐ Alley
☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Mike Phippo
Signature of Utility Company Representative

System STAKING Tech
Title

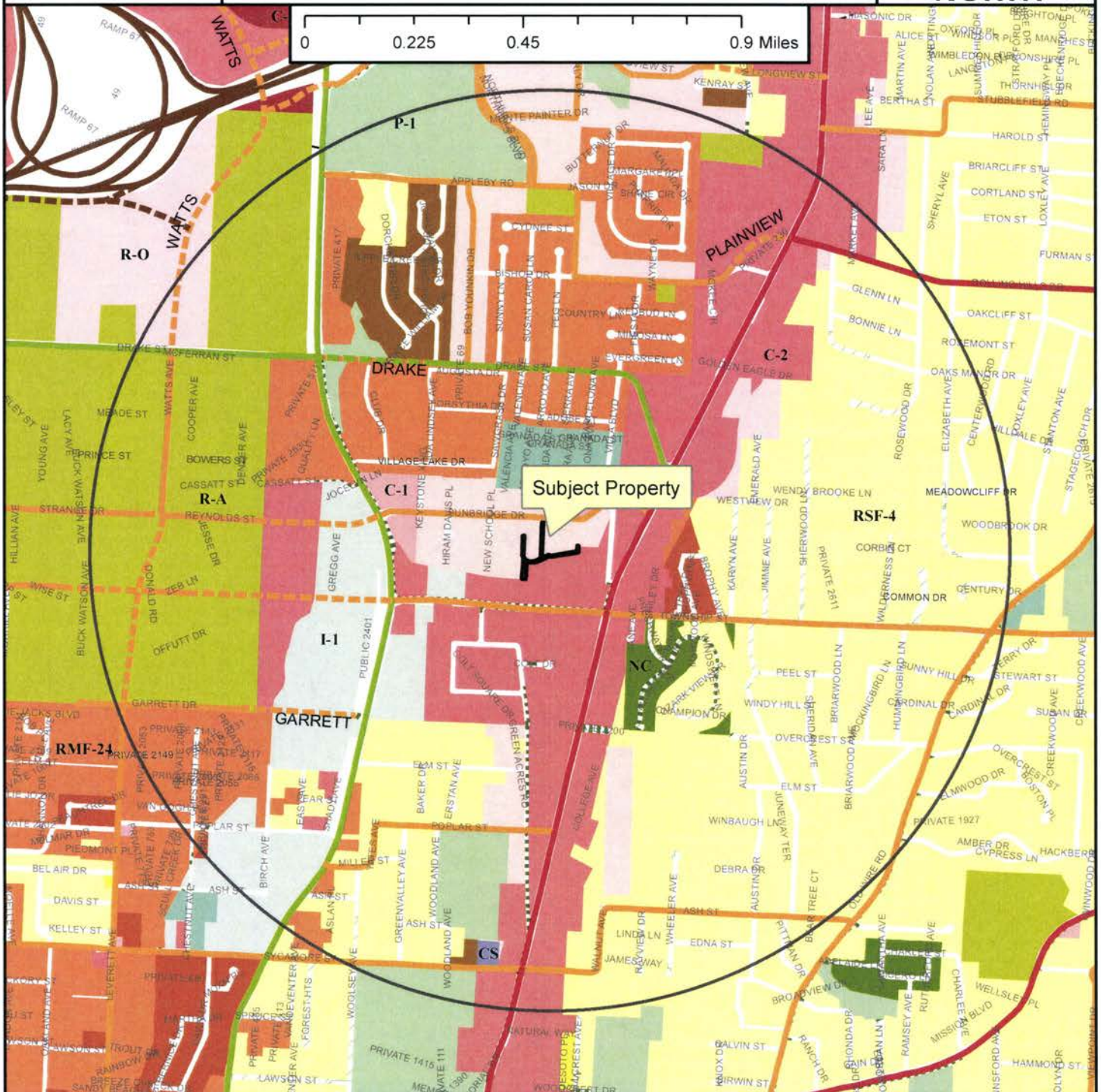
VAC 16-5440

One Mile View

THE NEW SCHOOL



0 0.225 0.45 0.9 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Hillside-Hilltop Overlay District
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



Zoning

RESIDENTIAL SINGLE-FAMILY

- Residential-Agricultural
- RSF-5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-16

RESIDENTIAL MULTI-FAMILY

- RMF-12: Residential Two and Three-Family
- RMF-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL

- I-1: Heavy Commercial and Light Industrial
- I-2: General Industrial

EXTRACTION

COMMERCIAL

- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS

- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS

- Commercial, Industrial, Residential
- P-1

Planning Commission

June 13, 2016

Agenda Item 2

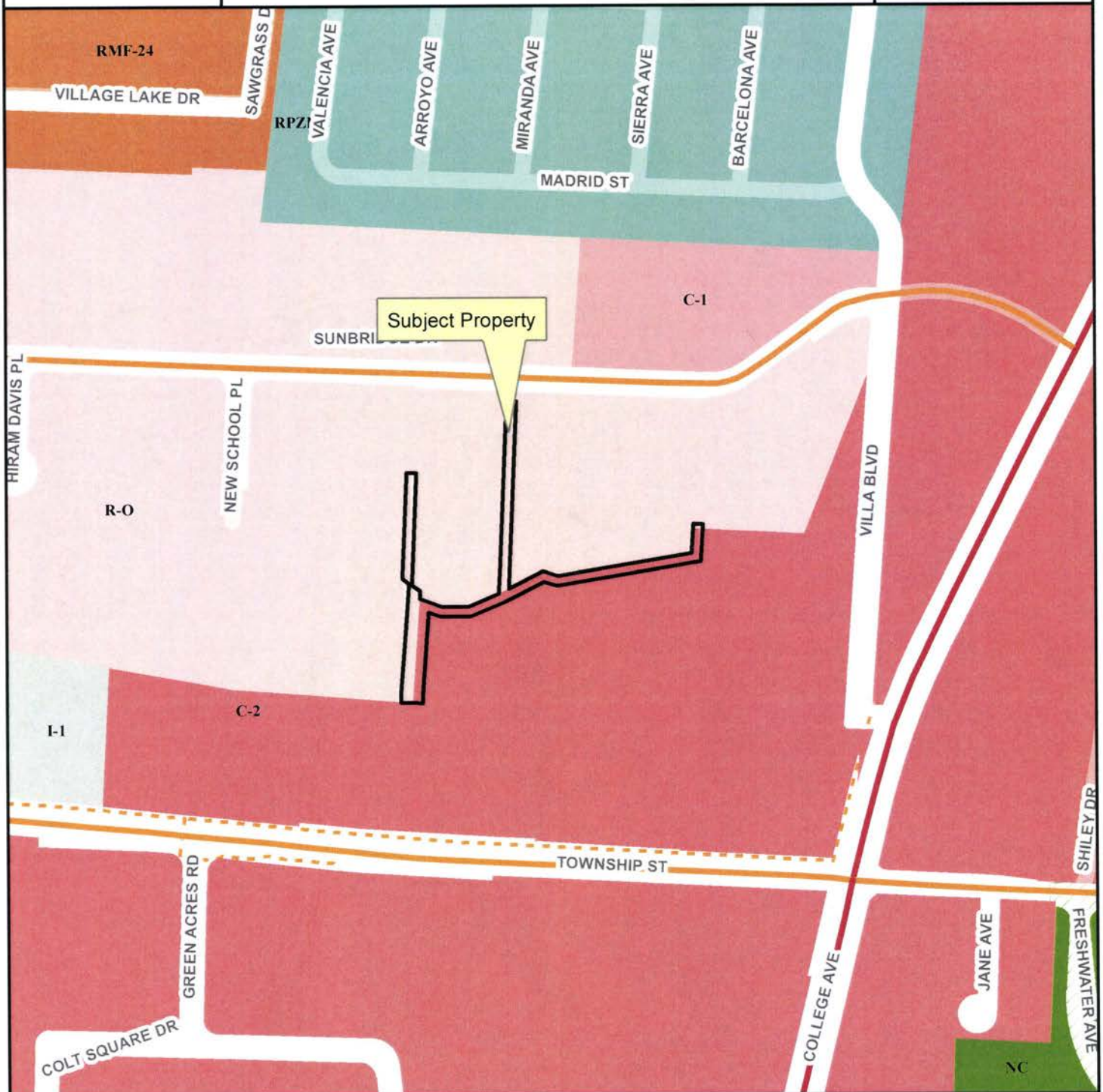
16-5440 The New School

Page 13 of 14

VAC 16-5440

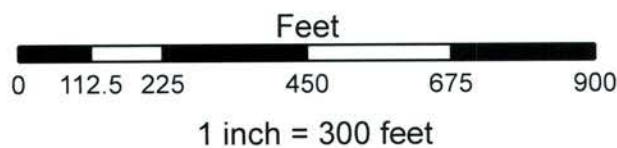
Close Up View

THE NEW SCHOOL



Legend

- Planning Area
- Fayetteville City Limits
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-1
- C-2
- Neighborhood Conservation
- Commercial, Industrial, Residential



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0308

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5438 FOR APPROXIMATELY 185 ACRES LOCATED AT 1094 EAST DRAKE STREET FROM R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL AND C-2, COMMERCIAL THOROUGHFARE TO UT, URBAN THOROUGHFARE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-O, Residential Office, R-A, Residential Agricultural and C-2, Commercial Thoroughfare to UT, Urban Thoroughfare.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0308

Legistar File ID

7/5/2016

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

Jeremy Pate

6/17/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5438: Rezone (1094 DRAKE ST./PENDERGRAFT, 249): Submitted by LEADERSHIP PROPERTIES, INC. for properties surrounding 1094 E. DRAKE ST. The properties are zoned R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL and C-2, COMMERCIAL THOROUGHFARE and contain approximately 185 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: July 5, 2016

SUBJECT: **RZN 16-5438: Rezone (1094 DRAKE ST./PENDERGRAFT, 249):**
Submitted by LEADERSHIP PROPERTIES, INC. for properties surrounding 1094 E. DRAKE ST. The properties are zoned R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL and C-2, COMMERCIAL THOROUGHFARE and contain approximately 185 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the properties to UT, Urban Thoroughfare as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject properties are located between West Drake Street to the south, Interstate 49 to the north, and North Point Circle/North Garland Avenue and North Gregg Avenue on the west and east respectively. The nine properties total approximately 185 acres. There are currently three zoning districts represented among the nine properties. The two smallest ones, totaling about one acre along North Garland Avenue, are zoned C-2, Commercial Thoroughfare. The 66.6 acres that constitute the middle property of the proposed rezoning is currently R-O, Residential Office. The balance of the properties, totaling about 117 acres, is zoned R-A, Residential-Agricultural.

The subject properties were all annexed in 1967 as part of a larger area that encompassed land that extends from what is now the Northwest Arkansas Mall in the northeast to Adventure Subaru in the southwest.

Land Use Compatibility: The properties are located along several locally and regionally significant transportation routes. Interstate 49 to the north, and the Arterial and Collector Streets of Garland, Gregg, and Drake along the other edges of the subject properties make this site particularly suited to a more intense type of land use development. While the University of Arkansas agricultural facilities to the south are largely institutional in nature, and therefore unlikely to undergo private development, the multi-family housing and large regional medical facility to the east, and commercial land uses to the west are highly compatible with the myriad of permitted uses in an Urban Thoroughfare zoning district. This is of particular importance given the large land area of the proposed rezoning, which provides the potential to pursue a mixed-use, rather than a uniform use development.

Land Use Plan Analysis: City Plan 2030 designates the subject properties as an Urban Center Area. This designation supports a wide spectrum of residential and commercial uses, encouraging mixed-use and traditional neighborhood design for all housing types and an emphasis on large, regional commercial developments. The proposed Urban Thoroughfare zoning accommodates many of the guiding policies of the Urban Center Area. Among these are the encouragement of intensive, and mixed uses and the realization of Fayetteville's market potential. Additionally, the geographic location of the subject properties and their proximity to many of the City's transportation amenities can allow future development to align with several other goals associated with an Urban Center Area, including, but not limited to, shared parking, connectivity, promotion of alternative modes of transportation, and the creation of a regional commercial center.

With borders on a major highway, existing commercial and multi-family developments, and a major employer in the form of the Washington Regional Medical Center, the subject properties rezoning to Urban Thoroughfare would allow numerous uses that are a compatible fit. From single-family and multi-family dwellings to hotels, offices, and retail of varying sizes, Urban Thoroughfare permits the necessary land uses that can both fulfill compatibility with neighboring uses, and achieve the principles of an Urban Center Area set forth in City Plan 2030.

No other zoning classification outside of Fayetteville's historical core can more readily meet the goals of both residential and commercial uses being developed intensely and side-by-side. By rezoning the subject properties to Urban Thoroughfare, the potential is created for a wide mix of commercial developments and housing types in an area served by several existing and prospective transportation options. This combination creates the potential for the City at large to receive a greater social and economic return on properties that are already served by public infrastructure.

DISCUSSION:

On June 13, 2016 the Planning Commission forwarded the applicant's request for a rezoning to UT on the subject properties. Several Commissioners expressed hesitancy to forward a blanket zoning across a wide swathe of property, particularly in such a visible area. Commissioner Hoskins went further, drawing parallels with zoning northwards along Gregg, and development that he feels is less than ideal. A motion by Commissioner Hoffman to forward the proposal to the City Council with a recommendation for approval was made with a vote of 6-1-0 (Commissioner Hoskins voted 'no').

BUDGET/STAFF IMPACT:

N/A

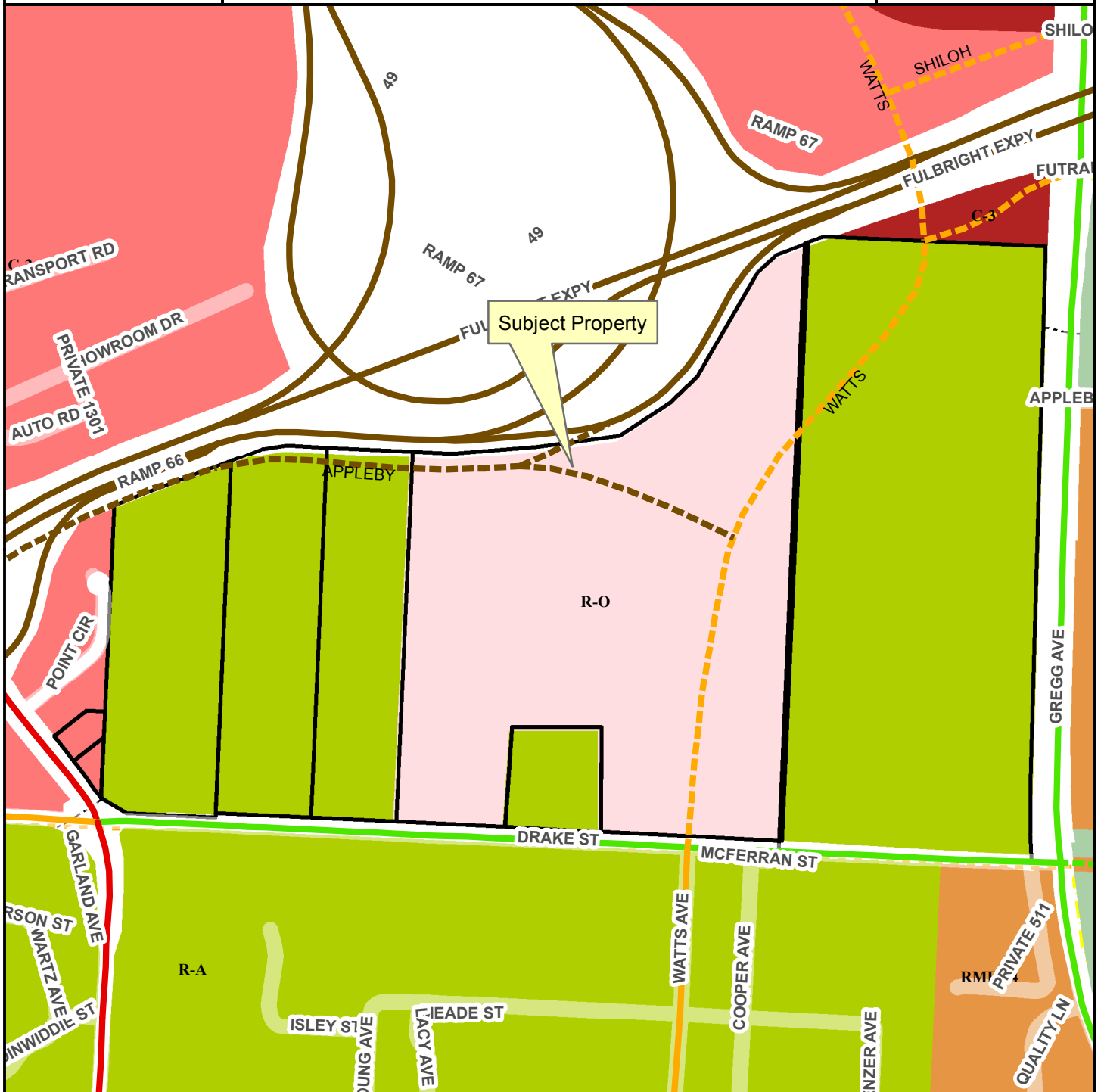
Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 16-5438

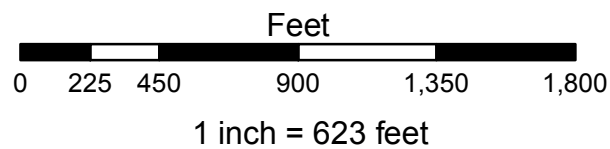
Close Up View

PENDERGRAFT



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



- Residential-Agricultural
- RMF-24
- Residential-Office
- C-2
- C-3
- P-1

To Whom It May Concern:

TI-160395-04

I herby certify that a search was conducted on April 25, 2016 using the tax records available online at the Washington County Assessor's office for the names and addresses of property owners with property lying immediately adjacent to the following:

Parcel No. 765-15884-000

Owner: 1155 Properties, LLC

Part of the West One-Half (W 1/2) of the Northeast Quarter (NE1/4) of Section Thirty-Four (34) of Township Seventeen (17) North of Range Thirty (30) West, being more particularly described as follows: Beginning at a set iron at the Southwest corner of said 80 acre tract from which a reference iron bears N00°10'35"E 32.00 feet; thence N01°10'58"E along the West line of said 80 acre tract 1320.02 feet to a set aluminum capped iron at the Northwest corner of the Southwest Quarter (SW1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-Four (34) of Township Seventeen (17) North, Range Thirty (30) West; thence N01°10'58"E along West line of said 80 acre tract 1286.32 feet to a set iron on the South right-of-way of Highway 71 Bypass; thence along said right-of-way N67°59'07"E 85.24 feet to a set iron at the intersection of said right-of-way and the North line of said 80 acre tract; thence S88°43'34"E along the North line of said 80 acre tract 951.99 feet to a set iron on the West right-of-way of the St. Louis and San Francisco Railroad; thence S00°19'32"W along said right-of-way 2260.25 feet; thence S00°54'47"E along said right-of-way 259.42 feet; thence S04°22'57"E along said right-of-way 122.11 feet to a set cotton spindle on the South line of said 80 acre tract and from which a set reference iron bears N04°22'57"W 33.20 feet; thence N88°41'33"W along the South line of said 80 acre tract 1085.49 feet the point of beginning, containing 63.66 acres, more or less, Washington County, Arkansas. The above described 63.66 acre tract being subject to the right-of-way of Drake Street along the entire South boundary and any other easements of record.

AND

Parcel No. 765-15887-000

Owner: RPM1 Properties, LLC

Part of the Northwest Quarter (NW1/4) of Section Thirty-Four (34), Township Seventeen (17) North, Range Thirty (30) West, Washington County, Arkansas, described as follows, to-wit: Beginning at the Southeast corner of the said Northwest Quarter (NW1/4) and running thence N00°05'21"W 2565.78 feet to the South line of the Arkansas State Highway Commission Right of Way; thence along said Right of Way line, S66°33'41"W 145.31 feet, S45°02'15"W 107.74 feet, S27°28'44"W 517.93 feet, S43°37'19"W 163.19 feet, S54°22'38"W 256.17 feet, S79°47'51"W 358.46 feet, S82°53'50"W 364.0 feet, S89°53'44"W 167.44 feet; thence leaving said Right of Way line and running S00°00'01"E 1588.21 feet; thence S89°39'28"E 466.92 feet; thence N01°30'39"E 431.40 feet; thence N87°37'53"E 383.01 feet; thence S01°58'26"E 450.30 feet; thence S89°47'21"E 778.31 feet to the point of beginning, and being subject to easements and right of ways of record.

AND

Parcel No. 765-15891-000

Owner: Neal Ross Pendergraft and Gina Stafford Pendergraft

Part of the SE 1/4 of the NW 1/4 of Section 34, T17N, R30W of the Fifth Principal Meridian in Washington County, Arkansas, being more particularly described as follows, to-wit: Commencing at the Southeast Corner of said SE 1/4, NW 1/4, thence N89°33'00"W 777.60 feet to the Point of Beginning thence N01°57'00"W 450.00 feet, thence S87°45'00"W 383.00 feet, thence S01°31'11"W 431.80 feet, thence S89°34'21"W 409.48 feet to the Point of Beginning; containing 4.0 acres, more or less, subject to roadways and easements of record.

AND

Parcel No. 765-15889-000

Owner: 1155 Properties, LLC

A part of Section 34, T-17-N, R-30-W, Washington County, Arkansas, being more particularly describe as follows: Beginning at a point on the North Right-of-Way of State Highway No. 180, said point being 990.00 feet East of the West line of said Section 34 and running thence North 1,850.00 feet to the South Right-of-Way of U.S. Highway No. 71 By-pass; thence S65°59'00"W along said Right-of-Way a distance of 401.14 feet; thence South 1,695.00 feet to the North Right-of-Way of said Highway No. 180; thence East along said Right-of-Way a distance of 369.20 feet to the point of beginning, containing 15.02 acres, more or less.

LESS AND EXCEPT:

A part of the NW 1/4 of the NW 1/4 of Section 34, T-17-N, R-30-W, Washington County, Arkansas, more particularly described as follows: Starting at the NW Corner of the NW 1/4 of the NW 1/4 of Section 34, thence N88°34'00" E along the North line a distance of 964.00 feet to a point; thence S01°07'00"E, 769.70 feet to a point on the Southeasterly existing Right-of-Way of U.S. Highway No. 71 By-pass for the point of beginning; thence S01°07'00"E, 264.70 feet to a point on the Southeasterly proposed Right-of-Way of relocated U.S. Highway No. 71; thence S89°08'00"W along said proposed Right-of-Way line 368.40 feet to a point; thence N01°05'00"W, 106.20 feet to a point on the Southeasterly Right-of-Way line of U. S. Highway No. 71 By-pass; thence N65°47'00"E along said existing Right-of-Way line 201.50 feet to a point; thence N65°51'00"E along said propose Right-of-Way line 198.80 feet to the point of beginning, containing 1.57 acres, more or less.

AND

Parcel No. 765-15908-000

Owner: 1155 Properties, LLC

A part of Section 34, T-17-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Beginning at a point on the North Right-of-Way of State Highway No. 180, said point being 620.80 feet East of the West line of said Section 34 and running thence North 1,695.00 feet to the South Right-of-Way of U.S. Highway No. 71 by-pass; thence S65°59'00"W along said Right-of-Way 446.90 feet; thence South 1,523.00 feet to the North Right-of-way of State Highway No. 180; thence East along said Right-of-Way 411.33 feet to the point of beginning, containing 15.19 acres, more or less.

Subject to the reservation of an easement over and across the North 40 feet of the above described real property for ingress and egress to the U.S. Highway 71 By-pass from real property conveyed on August 27, 1974, by Lottie M. Crouch and Nan Moore to Mary C. Thomas and filed for record in land record book 874 at page 362, land records of Washington County, Arkansas. Said entrance to said U.S. Highway No. 71 By-pass being located on real property conveyed on August 27, 1974 by Lottie M. Crouch and Nan More to Joe B. Crouch.

LESS AND EXCEPT:

A part of the NW 1/4 of the NW 1/4 of Section 34, T-17-N, R-30-W, Washington County, Arkansas, more particularly described as follows: Starting at the NW Corner of the NW 1/4 of the NW 1/4 of Section 34; thence N88°34'00"E along the North line 964.00 feet to a point; thence S01°07'00"E, 769.70 feet to a point on the Southeasterly existing Right-of-Way line of U.S. Highway No. 71 By-pass; thence S65°51'00"W along said existing Right-of-Way line 198.80 feet to a point; thence S65°47'00"W along said existing Right-of-Way line 201.50 feet to the point of beginning; thence S01°05'00"E, 106.20 feet to a point on the Southeasterly proposed Right-of-Way line of relocated U.S. Highway No. 71; thence S89°08'00"W along said proposed Right-of-Way line 171.80 feet to a point; thence S76°55'00"W along said proposed Right-of-Way line a distance of 152.90 feet to a point on the Southeasterly existing Right-of-Way line of U.S. Highway No. 71 By-pass; thence N65°48'00"E along said existing Right-of-Way line 298.20 feet to the point of beginning, containing .33 acres, more or less.

AND

Parcel No. 765-15889-010 & 765-15840-000

Owner: Drake St Property, LLC

A part of the East half of the Northeast Quarter of Section 33 and a part of the West half of the Northwest Quarter of Section 34, all in Township 17 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows, to-wit: beginning at an existing rebar on the North right-of-way of Arkansas HWY #180 which is S89°56'45"E 209.48' and N00°02'53"W 36.49' from the Southwest corner of the Northwest Quarter of said Section 34 and running thence along said right-of-way the following: N89°48'32"W 382.99', N61°20'32"W 118.80', N39°12'43"W 10.05', thence leaving said right-of-way North 1252.08' to the Southern right-of-way of Interstate 540 (now Interstate 49), thence along said Southern right-of-way N65°33'03"E 111.21', thence continuing along said right-of-way N66°45'20"E 425.61', thence leaving said right-of-way S00°02'53"E 1532.12' to the point of beginning, containing 16.05 acres, more or less. Subject to all easements and rights-of-way of record.

AND

Parcel No. 765-15839-002

Owner: Neal R. Pendergraft Trust #1

A part of the East 1/2 of the Northeast 1/4 of Section 33, T-17-N, R-30-W described as beginning at an iron pin which is N02°28'45"E 110.30 feet and N87°31'15"W 283.10 feet of the Southeast corner of said East 1/2 of the Northeast 1/4; thence N02°31'41"E 259.74 feet, thence S52°01'18"W 163.30 feet, thence S37°58'42"E 60.00 feet, thence S35°43'40"E 137.60 feet to

point of beginning containing 0.3704 acres more or less, subject to right-of-way and easements of record, Fayetteville, Washington County, Arkansas.

AND

Parcel No. 765-15839-001

Owner: Custom Embroidery Inc.

A part of the E1/2 of the NE1/4 of Section 33, T-17-N, R-30-W described as beginning at an iron pin which is N02°28'45"E, 110.30 feet and N87°31'15"W, 283.10 feet of the SE corner of said E1/2 of the NE1/4; thence N02°31'41"E, 370.29 feet; thence N87°28'19"W, 79.06 feet; thence S52°01'18"W, 175.00 feet; thence along the Easterly right-of-way of Highway No. 112, S37°58'42"E, 195.40 feet; thence S35°43'40"E, 137.60 feet to the point of beginning, containing 0.9926 acres, more or less, Fayetteville, Washington county, Arkansas.

LESS AND EXCEPT

A part of the East 1/2 of the Northeast 1/4 of Section 33, T-17-N, R-30-W described as beginning at an iron pin which is N02°28'45"E 110.30 feet and N87°31'15"W 283.10 feet of the Southeast corner of said East 1/2 of the Northeast 1/4; thence N02°31'41"E 259.74 feet, thence S52°01'18"W 163.30 feet, thence S37°58'42"E 60.00 feet, thence S35°43'40"E 137.60 feet to point of beginning containing 0.3704 acres more or less, subject to right-of-way and easements of record, Fayetteville, Washington County, Arkansas.

And find the following to report:

Parcel: 765-15776-000, 765-15777-000,
765-15838-003, 765-15861-000, 765-15862-
000, 765-15881-010, 765-15881-031, 765-
15884-001, 765-15885-010, 765-15888-000,
765-15888-010, 765-15890-000, 765-15892-
007, 765-15894-001, 765-15909-000, 765-
24103-100
Arkansas State Highway Commission
PO Box 2261
Little Rock, AR 72203

Parcel: 765-15780-000, 765-15886-000
Frisco Railroad

Parcel: 765-15782-000, 765-15881-030
Washington Regional Medical Services
1125 N College Ave
Fayetteville, AR 72703

Parcel: 765-15838-001
GTW Properties, LP
1540 E Harold St
Fayetteville, AR 72703-3825,

Parcel: 765-15838-000
J & J Family Holdings, LLC
1600 Comanche Pl
Springdale, AR 72764

Parcel: 765-15838-002
AEH, LLC
9006 Crystal Hill Rd
North Little Rock, AR 72113

Parcel: 765-15838-004, 765-15881-004,
765-15881-005, 765-15881-021, 765-16006-
002
City of Fayetteville
113 W Mountain St
Fayetteville, AR 72701-6083

Parcel: 765-15881-001, 765-15881-003
Appleby LP
C/O Lindsey MGMT
1183 Joyce BLVD Suite 2
Fayetteville, AR 72703

Parcel: 765-15893-000, 765-15910-000,
765-24103-000
University of Arkansas Board of Trustees
316 Administration Building
Fayetteville, AR 72701

Parcel: 765-15894-000
Drake Street Holdings, LLC
C/O First National Title Co
112 S East Ave
Fayetteville, AR 72701

Parcel: 765-17433-000
Bayyari LLC
573 Reed Valley RD
Fayetteville, AR 72704-5475

Parcel: 765-17434-000
Point Circle LLC
PO Box 8068
Fayetteville, AR 72703

Parcel: 765-17435-000
Monroe North Point LLC
PO Box 394
Fayetteville, AR 72702

Parcel: 765-17436-000
Clyde L & Marilyn C Russell
8168 Old White River Rd
Rogers, AR 72756

Parcel: 765-17437-000
Geric & Bauer LLC
2880 N Point Circle
Fayetteville, AR 72704

Parcel: 765-17438-000
J Curtis Family LP
5010 Old Greenwood St
Fort Smith, AR 72906

First National Title Insurance Company
1420 E. Augustine Ln. STE 1
Fayetteville, AR 72703

By: 

Title Examiner

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

5438

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

249

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Name: Neal R Pendergraft

Address: 900 W Drake St
Fayetteville, AR 72704

E-mail: Zippy @ 33st.com

Phone: (479) 601-4945

()

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: Robert R David

Address: 7304 South Yale Ave
TULSA, OK 74136

E-mail: bob @ leadershipproperties.com

Phone: (918) 808-6792

()

Fax:

()

Site Address / Location: See Attached 1094 Drake

Current Zoning District: RD, RA, C2

Requested Zoning District: URBAN Thoroughfare

Assessor's Parcel Number(s) for subject property: See Attached

FINANCIAL INTERESTS

The following entities and/or people have financial interest in this project:

Neal and Gina Pendergraft ; 1155 Properties, LLC ;
RPM Properties, LLC ; Drake Street Property, LLC ;
Neal R. Pendergraft Trust #1 ; Custom Embroidery Inc.

City of Fayetteville, AR

Rezoning Application

- A. See Attached
- B. This zoning request is made for the purpose of preparing the 185-acre tract for future development. No sale of the property is contemplated.
- C. The zoning will allow for an extensive mixed use development with maximum flexibility to locate residential, office and retail elements in a walkable lifestyle connected environment. The pedestrian friendly design will enhance the livability of the development. The property will not impact surrounding properties in a negative manner in any way. Traffic will increase over time as the project develops but multiple points of access should alleviate any congestion. Land use will be a combination of commercial and residential applications and will be planned in such a fashion as to enable residents to LIVE, WORK and PLAY in the development should they so choose. Attractive transitional designs are contemplated but not fully determined at the present time. Signage will be muted in tone and tastefully executed.
- D. Water and Sewer is readily available. There is a 15" sanitary sewer along Interstate 49 right of way and an 8" water line on Drake street
- E. The requested zoning is in keeping with the City Plan 2030 Future Land Use Map for the City of Fayetteville.
- F. The zoning requested is justified and needed as it is the designated City Plan 2030 Future Land Use zoning classification provided for by the City of Fayetteville.
- G. Ultimately the development will increase traffic due to the substantial daytime business population and the nighttime residential population.
- H. All development increases density especially when the property is undeveloped. This project has excellent access and is positioned perfectly for a high density development of this nature.
- I. Currently the property is zoned R O, R A and C2.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Robert David Date: 4-26-16
Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Drake St. Property, LLC Address: P.O. Box 4245
Signature: [Signature] FAYETTEVILLE, AR 72702
Date: 4/29/2016 Phone: (479) 443-3301

Name (printed): 1155 Properties, LLC Address: P.O. Box 4245
Signature: [Signature] FAYETTEVILLE, AR 72702
Date: 4/29/2016 Phone: (479) 443-3301

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____

Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): <u>RPM Properties, LLC</u>	Address: <u>P.O. Box 4245</u>
Signature: <u>[Signature]</u>	<u>Fayetteville, AR 72702</u>
Date: <u>4/29/11</u>	Phone: <u>(479) 443-3301</u>

Name (printed): _____	Address: _____
Signature: _____	_____
Date: _____	Phone: _____
	() _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____

Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Name (printed): <u>Custom Embroidery Inc</u>	Address: <u>P.O. Box 4245</u>
Signature: <u>[Signature]</u>	<u>Fayetteville, AR 72702</u>
Date: <u>4/22/2011</u>	Phone: <u>(479) 443-3301</u>

Name (printed): <u>Neal R. Pendergraft Trust #1</u>	Address: <u>P.O. Box 4245</u>
Signature: <u>[Signature]</u>	<u>Fayetteville, AR 72702</u>
Date: <u>4/28/16</u>	Phone: <u>(479) 443-3301</u>

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: June 13, 2016 **(Updated with Planning Commission results)**

SUBJECT: **RZN 16-5438: Rezone (1094 Drake St. to Fulbright Expressway, 249):**
 Submitted by LEADERSHIP PROPERTIES, INC. for properties surrounding 1094 E. DRAKE ST. The properties are zoned R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL and C-2, COMMERCIAL THOROUGHFARE and contain approximately 185 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5438** to the City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject properties are located between West Drake Street to the south, Interstate 49 to the north, and North Point Circle/North Garland Avenue and North Gregg Avenue on the west and east respectively. The nine properties total approximately 185 acres. There are currently three zoning districts represented among the nine properties. The two smallest ones, totaling about one acre along North Garland Avenue, are zoned C-2, Commercial Thoroughfare. The 66.6 acres that constitute the middle property of the proposed rezoning is currently R-O, Residential Office. The balance of the properties, totaling about 117 acres, is zoned R-A, Residential-Agricultural. The subject properties were all annexed in 1967 as part of a larger area that encompassed land that extends from what is now the Northwest Arkansas Mall in the northeast to Adventure Subaru in the southwest. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Interstate 49; North Fulbright Expressway	n/a
South	U of A Agricultural Facilities	R-A, Residential-Agricultural
East	Washington Regional Medical Center Multi-family; Appleby Apartments	P-1, Institutional RMF-24, Residential Multi-family
West	Offices and Retail	C-2, Thoroughfare Commercial

Request: The request is to rezone the entirety of the nine properties from R-A, Residential-Agricultural, R-O, Residential Office, and C-2, Commercial Thoroughfare, to UT, Urban Thoroughfare. The applicant indicated the rezoning is needed to develop a combination of commercial and residential uses to facilitate a live-work-play pattern of development.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: All nine properties have street frontage on Minor or Major Arterials. Additionally, six of the nine properties have frontage along Interstate 49 although without any current access points. The only current curb cuts on to the site are a private drive on Drake Street almost equidistant between Garland and Gregg Avenues and at the developed commercial properties on Garland Avenue and Point Circle. Access to the subject properties from the north and east will likely be limited by the Arkansas Highway and Transportation Department (AHTD) and the existing railway respectively. Any additional improvements or requirements would be determined at the time of development.

Water: Public water is available to the site. 8-inch public mains runs along the property frontage of Drake Street, Garland Avenue, and portions of the North Fulbright Expressway.

Sewer: Public sanitary sewer is available to the site. An 8-inch main runs along the east and north sides of the property.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. A small portion of the northeast corner of the site is located within the floodzone. No protected streams are present on these parcels.

Portions of the site are shown to contain hydric soils, which are indicators of potential wetland areas. Further information regarding the existence of wetlands may be required at the time of development.

No portion of this parcel lies within the Hillside/Hilltop Overlay District.

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

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

CITY PLAN 2030 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Map designates the property as an **Urban Center Area**.*

Urban Center Areas contain the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings. They accommodate rowhouses, apartments, local and regional retail, including large-scale stores, hotels, clean tech industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas. Additionally, infill of existing development centers should be strongly encouraged, since there is greater return for properties already served by public infrastructure.

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: In staff's opinion the rezoning of the subject properties from three zoning districts to one is compatible with the surrounding land uses and adopted land use plans and policies.

Land Use Compatibility: The properties are located along several locally and regionally significant transportation routes. Interstate 49 to the north, and the arterials of Garland, Gregg and Drake along the other edges of the subject properties make this site particularly suited to a more intense type of land use development. While the University of Arkansas agricultural facilities to the south are largely institutional in nature, and therefore unlikely to undergo private development, the multi-family housing and large regional medical facility to the east, and commercial land uses to the west are highly compatible with the myriad of permitted uses in an Urban Thoroughfare zoning district. This is of particular importance given the large land area of the proposed rezoning, which provides the potential to pursue a mixed-use, rather than a uniform use development.

Land Use Plan Analysis: City Plan 2030 designates the subject properties as an Urban Center Area. This designation supports a wide spectrum of residential and commercial uses, encouraging mixed-use and traditional neighborhood design for all housing types and an emphasis on large, regional commercial developments. The proposed Urban Thoroughfare zoning accommodates many of the guiding policies of the Urban Center Area. Among these are the encouragement of intensive, and mixed uses and the realization of Fayetteville's market potential. Additionally, the geographic location of the subject properties and their proximity to many of the City's transportation amenities can allow future development to align with several other goals associated with an Urban Center Area, including, but not limited to, shared parking, connectivity, promotion of alternative modes of transportation, and the creation of a regional commercial center.

With borders on a major highway, existing commercial and multi-family developments, and a major employer in the form of the Washington Regional Medical Center, the subject properties rezoning to Urban Thoroughfare would allow numerous uses that are a compatible fit. From single-family and multi-family dwellings to hotels, offices, and retail of varying sizes, Urban Thoroughfare permits the necessary land uses that can both fulfill compatibility with neighboring uses, and achieve the principles of an Urban Center Area set forth in City Plan 2030.

No other zoning classification outside of Fayetteville's historical core can more readily meet the goals of both residential and commercial uses being developed intensely and side-by-side. By rezoning the subject properties to Urban Thoroughfare, the potential is created for a wide mix of commercial developments and housing types in an area served by several existing and

prospective transportation options. This combination creates the potential for the City at large to receive a greater social and economic return on properties that are already served by public infrastructure.

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

Finding: The proposed rezoning is justified at this time, as it will allow development that is compatible with adjacent land uses and is more in-line with the properties' future land use designation. The applicant indicated in the submitted materials that the desire is to construct a mixed-use commercial and residential development that resonates with the Urban Center Area future land use designation. This would be largely unfeasible with the current zoning. The existing R-A zoning will only allow one- and two-family dwellings at a density of one housing unit per ½ acre. Those properties zoned R-O only permit housing that is denser than a duplex by conditional use. The two properties subject to the C-2 zoning district, while among the most permissive of commercial zoning districts, do not permit any residential uses at all.

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

Finding: Rezoning the property to Urban Thoroughfare will almost certainly result in an increase in traffic congestion at this location as the site develops. Moving from a largely undeveloped area of almost 200 acres to the more intense and mixed-uses allowed in an Urban Thoroughfare district will result in more trips generated, regardless of whether for commercial or residential purposes. Improvements to Gregg Avenue, Drake Street, and Garland Avenue along with potentially off-site improvements will be evaluated at the time of development.

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

Finding: Given the subject properties' largely undeveloped nature, an approved rezoning and subsequent development will undoubtedly increase the population density. It is unlikely however, to undesirably increase the load on public sewer and water. As mentioned, the site will increase the amount of traffic to the area, and any necessary street improvements will be evaluated at the time of development. The Police and Fire Departments have not expressed objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even

though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION:

Planning staff recommends forwarding **RZN 16-5438** to City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>June 13, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Hoffman	Second: Autry	Vote: 6-1-0 Commissioner Hoskins voted "No"	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date:	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code §161.07 (R-A zoning); §161.17 (R-O zoning); §161.20 (C-2 zoning); §161.21 (UT zoning)
- Request Letter
- Public Notification Sign Locations
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half
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(D) *Bulk and area regulations.*

Lot width minimum	200 ft.
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

E) *Setback requirements.*

Front	Side	Rear
35 ft.	20 ft.	35 ft.

(F) *Height requirements.* There shall be no maximum height limits in the A-1 District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5195, 11-6-08; Ord. 5238, 5-5-09; Ord. 5479, 2-7-12)

161.17 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 25	Offices, studios, and related services
Unit 44	Cottage Housing Development

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(Per dwelling unit for residential structures)

(1) *Lot width minimum.*

Manufactured home park	100 ft.
Lot within a manufactured home park	50 ft.
Single-family	60 ft.
Two-family	60 ft.
Three or more	90 ft.

(2) *Lot area minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 sq. ft.
Townhouses:	

Development	10,000 sq. ft.
Individual lot	2,500 sq. ft.
Single-family	6,000 sq. ft.
Two-family	6,500 sq. ft.
Three or more	8,000 sq. ft.
Fraternity or Sorority	1 acre

(3) *Land area per dwelling unit.*

Manufactured home	3,000 sq. ft.
Townhouses & apartments:	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.
Fraternity or Sorority	500 sq. ft. per resident

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Front, in the Hillside Overlay District	15 ft.
Side	10 ft.
Side, when contiguous to a residential district	15 ft.
Side, in the Hillside Overlay District	8 ft.
Rear, without easement or alley	25 ft.
Rear, from center line of public alley	10 ft.
Rear, in the Hillside Overlay District	15 ft.

(F) *Building height regulations.*

Building Height Maximum	60 ft.
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Height regulations. Any building which exceeds the height of 20 feet shall be set back from any side boundary line of an adjacent single family district an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4726, 7-19-05; Ord. 4943, 11-07-06; Ord. 5079, 11-20-07; Ord. 5195, 11-6-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11; Ord. 5735 1-20-15)

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities

Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	75 ft.*
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*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.21 Urban Thoroughfare

- (A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.
- (B) *Uses.*

(1) *Permitted uses*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

- (C) *Density.* None
- (D) *Bulk and area regulations.*

(1) Lot width minimum

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) Lot area minimum. None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building height regulations.*

Building Height Maximum	56/84 ft.*
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*A building or a portion of a building that is located between 10 and 15 ft. from the front property line or any master street plan right-of-way line shall have a maximum height of 56 feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0307

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5441 FOR APPROXIMATELY 2.71 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT AND SALEM ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO CS, COMMUNITY SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agricultural to CS, Community Services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0307

Legistar File ID

7/5/2016

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

Jeremy Pate

6/17/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5441: Rezone (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER, 323): Submitted by GHAN & COOPER PROPERTIES, INC. for property at the NW CORNER OF MT. COMFORT & SALEM RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.71 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 5, 2016

TO: Mayor and City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, City Planning Director

DATE: June 17, 2016

SUBJECT: **RZN 16-5441: Rezone (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER, 323):** Submitted by GHAN & COOPER PROPERTIES, INC. for property at the NW CORNER OF MT. COMFORT & SALEM RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.71 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the properties to CS, Community Services as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The proposed rezoning request is for approximately 2.71 acres, the south portion of a larger 6.07 acre parcel located at the northwest corner of Mt. Comfort and Salem Roads. The property is currently within the R-A zoning district, and is developed with a single-family home and assorted agricultural buildings. The home was built in 1921.

Request: The request is to rezone a portion of the parcel (approximately 2.71 acres) from R-A to CS, Commercial Services, in order prepare the parcel for development.

Land Use Compatibility: The proposed zoning is compatible with surrounding land use patterns in this area, which contains a mixture of recent suburban residential development and the historic agricultural use. Large parcels to the west and south are currently pasture, while land to the east and north are in residential use. The proposed CS zoning does not abut immediately adjacent to any single family homes, although there is a single family resident across Salem Road from the site.

Land Use Plan Analysis: The proposed zoning is fully consistent with the Future Land Use Map (FLUM) of the City Plan 2030. The goals of City Plan 2030 include making the traditional town form the standard. The CS zoning district encourages patterns of development that result in realizing this goal, including an expectation that non-residential buildings will be located at the corner, creating an environment appealing to pedestrians and reducing the visual impact of parking areas. A mixture of residential and commercial uses is typical in a traditional urban form, with buildings addressing the street.

This area of the City has a large number of residents, but lacks non-residential goods and services, requiring those residents to drive long distances to meet their daily needs. The FLUM designation of this area as City Neighborhood recognizes this issue and the applicant's proposal for CS at this corner location could help alleviate the lack of services in the area.

DISCUSSION:

This item was discussed at the June 13, 2016 Planning Commission meeting where it was forwarded to the City Council with a recommendation for approval with a vote of 5-1-0 (Commissioner Autry voted 'no'). At that meeting three members of the public spoke against the proposed rezoning discussing a variety of concerns including traffic, lack of sidewalk, dislike of Dollar General store, and other issues.

BUDGET/STAFF IMPACT:

None

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

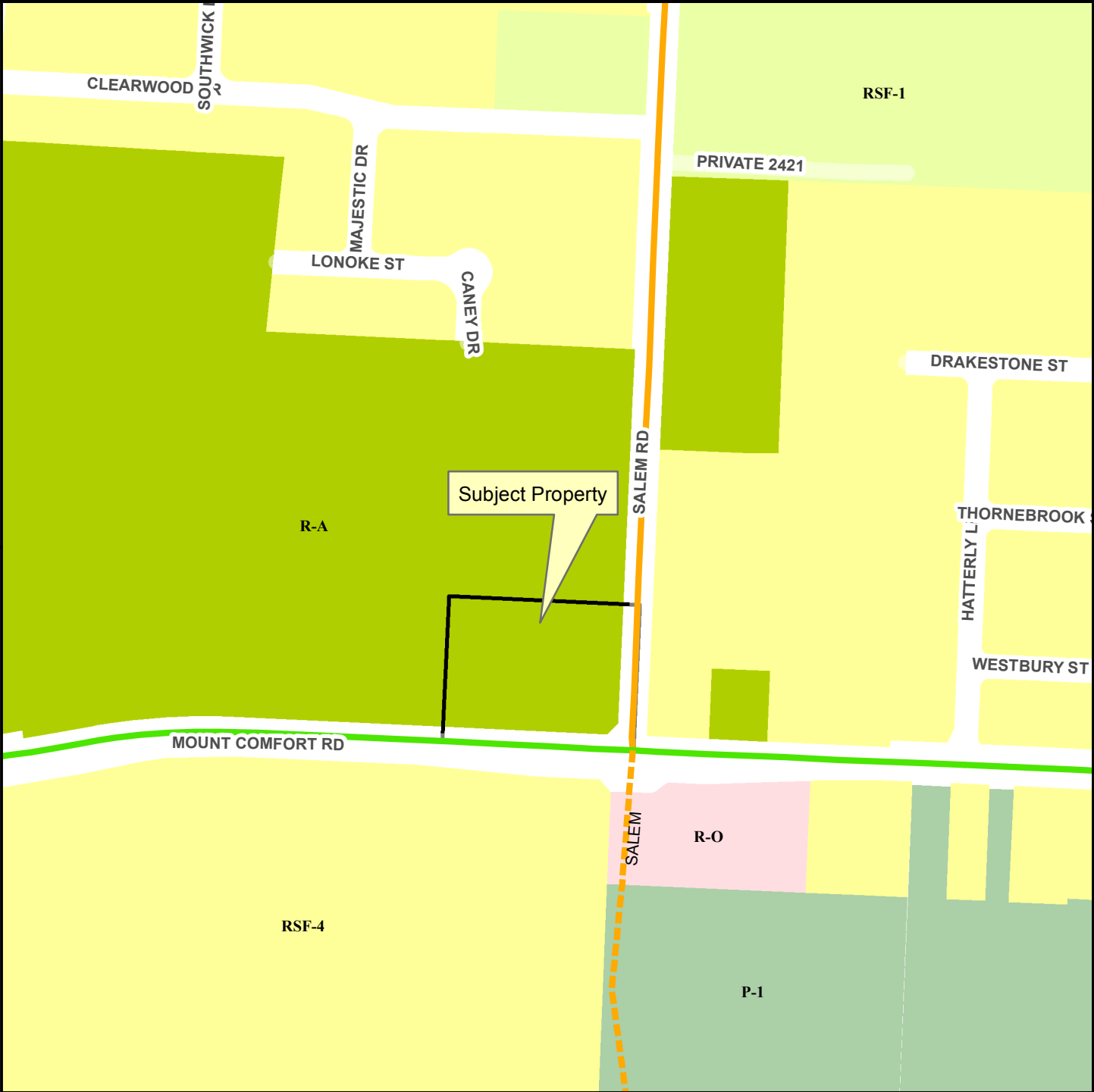
16-5441
EXHIBIT 'A'

RZN 16-5441

GHAN-COOPER

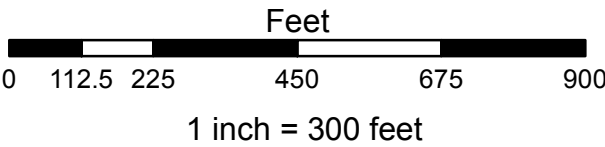


Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- Residential-Agricultural
- RSF-1
- RSF-4
- Residential-Office
- P-1

16-5441
EXHIBIT 'B'

A part of the Northwest fractional quarter of Section six (6) in Township sixteen (16) North of Range thirty (30) West, described as follows:
Commencing twelve and fifty-two hundredths (12.52) chains East of the Southwest corner of said fractional quarter section, and running, thence East one hundred sixty (160) feet for a beginning point, and running, thence East three hundred ninety three and seventy-four (393.74) feet; thence North twelve and fifty hundredths (12.50) chains; thence West four and nine hundredths (4.09) chains to the East line of said former right of way of the K.C. & M. Railroad; thence in a Southwesterly direction with the East line of said former right of way which line is a curve that is parallel to and fifty (50) feet equidistant from a 4 degree 20 minute curve of the centerline of said right of way to a point which is due North of the beginning point; thence South four hundred fifteen (415) feet, more or less, to the beginning point, containing seven and twenty-four hundredths (7.24) acres, more or less. LESS AND EXCEPT: Part of the Northwest Fractional Quarter (NW Fr. $\frac{1}{4}$) of Section Six (6), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows, to-wit: Beginning at a point 1380.06 feet East and 730.0 feet North of the Southwest corner of said Northwest Fractional Quarter, thence North 85.0 feet, to the South side of a 10.0 foot easement, thence West 120.0 feet, thence South 85.0 feet, thence East 120.0 feet to the point of beginning, containing 0.23 acres, more or less.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request. Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☐ Applicant ☒ Representative

Applicant (person making request):

Representative (engineer, surveyor, realtor, etc.):

Name: Stuart Ghan

Name: _____

Ghan & Cooper Commercial Properties

Address:

4611 Rogers Av, Suite 201

Fort Smith, AR 72903

Address: _____

E-mail:

stuart@rhghan.com

E-mail: _____

Phone:

(479) 478-6161

()

Phone:

()

()

Fax:

()

Fax:

()

Site Address / Location: NW corner of Mount Comfort and Salem

Current Zoning District: R-A

Requested Zoning District: CS - Community Services

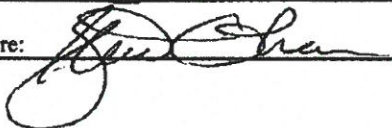
Assessor's Parcel Number(s) for subject property: 765-13603-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): Stuart Ghan Date: 5/4/16

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Lucille T McDonald Revocable Trust

Name (printed): Donnie McDonald

Address: 8750 E. Brown Rd
Lowell AR 72745

Signature: 

Date: 5/5/16

Phone: (479) 790-1525

Name (printed): Billie McDonald

Address: 1850 W Lawson St
Fayetteville, AR
72703

Signature: 

Date: 5/5/16

Phone: (479) 751-7317

Name: Sharon L. McDonald

Date: 5/5/2016 7:35 AM MDT

Phone: 719-598-5380

Address: 2813 Buttermilk Circle

Rezoning Checklist:

Attach the following items to this application:

Colorado Springs, CO 80918

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: June 13, 2016 *(Updated with Planning Commission results)*

SUBJECT: **RZN 16-5441: Rezone (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER, 323):** Submitted by GHAN & COOPER PROPERTIES, INC. for property at the NW CORNER OF MT. COMFORT & SALEM RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.71 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5441** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

The proposed rezoning request is for approximately 2.71 acres, the south portion of a larger 6.07 acre parcel located at the northwest corner of Mt. Comfort and Salem Roads. The property is currently within the R-A zoning district, and is developed with a single-family home and assorted agricultural buildings. The home was built in 1921.

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

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Residential	RSF-4, Residential Single-family
South	Mt. Comfort Road	RSF-4, Residential Single-family
East	Residential	R-A, Residential Agricultural/RSF-4, Residential Single-family
West	Agriculture	R-A, Residential Agricultural

Request: The request is to rezone a portion of the parcel (approximately 2.71 acres) of the property from R-A to CS, Commercial Services, in order prepare the parcel for development.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

- Streets:** The subject property has access to Mount Comfort Road, a five-lane improved Minor Arterial, with curb, storm drain, and sidewalks. The subject property also has access to Salem Road, a two-lane collector that is improved near the intersection at Mount Comfort Road, but not improved along much of the property frontage. Any further street improvements would be determined at time of development.
- Water:** Public water is available to the site. An 8" water main runs along the property frontage of Salem Road. A 12" water main runs along the south side of Mount Comfort Road.
- Sewer:** Public sewer is available to the site. An 8" sewer main runs along the property frontage of Mount Comfort Road.
- Drainage:** Any additional improvements or requirements for drainage would be determined at time of development. No portion of the site is located within the flood zone. No protected streams are present on these parcels. No portion of this parcel lies within the HHOD.
- Fire:** This development will be protected by Ladder 7 located at 783 N. Ruppel Rd. It is 1.4 miles from the station with an anticipated response time of 3 minutes to the beginning of the development. The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.
- Police:** The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the properties within the proposed rezone as **City Neighborhood Area**.*

- **City Neighborhood Areas** are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types.

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: ***Land Use Compatibility:** The proposed zoning is compatible with surrounding land use patterns in this area, which contains a mixture of recent suburban residential development and the historic agricultural use. Large parcels to the west and south are currently pasture, while land to the east and north are in residential use.*

***Land Use Plan Analysis:** The proposed zoning is fully consistent with the Future Land Use Map (FLUM) of the City Plan 2030.*

The enumerated goals of City Plan 2030 include making the traditional town form the standard. The CS zoning district encourages patterns of development that result in realizing this goal, including an expectation that non-residential buildings will be located at the corner, creating an environment appealing to pedestrians and reducing the visual impact of parking areas. A mixture of residential and commercial uses is typical in a traditional urban form, with buildings addressing the street.

This area of the City has a large number of residents, but lacks non-residential goods and services, requiring those residents to drive long distances to meet their daily needs. The FLUM designation of this area as City Neighborhood recognizes this issue and the applicant's proposal for CS at this corner location could help alleviate the lack of services in the area.

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

Finding: The proposed CS, Community Services zoning will encourage appropriate commercial or residential development on this corner parcel in an area that has seen intense development over the last decade, largely residential in nature. The CS District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes.

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

Finding: A CS zoning allows a wide range of commercial activity and unlimited residential density. The proposed rezone would create the potential for increased traffic in the area over the existing R-A zoning. The property is located on a corner of Salem Road, a partially improved 'Collector' street and Mt. Comfort Road, a fully improved five-lane 'Minor Arterial' street. Improvements in this area have been completed in anticipation of future development in this area of the City. Future improvements to Salem Road will be evaluated at the time of development. Traffic danger and congestion is not expected to increase appreciably.

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

Finding: Rezoning the property from R-A to CS could significantly alter population density in the area. CS zoning allows a wide range of commercial activity and unlimited residential density. The rezone request is not likely to undesirably increase load on public services.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding RZN 16-5441 to the City Council with a recommendation of approval, based on the findings discussed throughout this report.

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.03 & 161.20
- Engineering Comments
- Fire Marshal Comments
- Request letter
- Rezone exhibit
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>June 13, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: <u>Hoffman</u>	Note: Recommend in favor of the rezoning.		
Second: <u>Brown</u>			
Vote: <u>5-1-0 (Commissioner Autry voted 'no')</u>			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>July 05, 2016</u>	☐ Approved	☐ Denied	



To: Quin Thompson

From: Captain J. Ashley

Date: June 9, 2016

Re: RZN 16-5441 Salem

This development will be protected by Ladder 7 located at 783 N. Ruppel Rd.

It is 1.4 miles from the station with an anticipated response time of 3 minutes to the beginning of the development.

The Fayetteville Fire Department does not feel this development will affect our calls for service or our response times.

If you have any questions please feel free to contact me.

Captain J. Ashley
Assistant Fire Marshal
Fayetteville Fire Department



City of Fayetteville Planning and Zoning

RE: Mt Comfort and Salem Road Rezoning

To whom it may concern:

Currently my company is looking to purchase roughly six and a half acres on Mt. Comfort and Salem Road. We represent Dollar General in Arkansas and have been asked by them to locate a store in this immediate area. Upon research along Mt. Comfort Road, we have found this piece of ground that we believe will be a perfect spot, due to the location, traffic patterns, and the economics.

During further research I noticed that the master plan on Fayetteville's GIS map showed that this area is labeled as City Neighborhood Area according to the future land use map. Currently the ground is still labeled as residential agricultural use. Our hope is that we can take the front 300' in depth and the entire width along Mt. Comfort Road and rezone this to Community Services zoning. This will allow the development of a Dollar General on the furthest southwest corner of the parcel leaving a corner available for future development.

We believe that the zoning will provide us sufficient liberties to place businesses/retail that would be a great service to the immediate surrounding neighborhoods as to provide quick and convenient services to close residents.

Thank you for your consideration and please do not hesitate to call or email me any questions.

Stuart W. Ghan

Ghan & Cooper Commercial Properties

Garner, Andrew

From: Vonda Hart <vonhar@cox.net>
Sent: Monday, June 13, 2016 10:41 AM
To: Garner, Andrew
Subject: Fwd: Dollar General

This is a copy of the email I sent to the mayor earlier today!
All I can add is: Please, please NO Dollar General on Mt. Comfort Rd.

Begin forwarded message:

From: Vonda Hart <vonhar@cox.net>
Date: June 13, 2016 at 10:34:31 AM CDT
To: mayor@fayetteville-ar.gov
Subject: Dollar General

NO! To Dollar General on Mt. Comfort Rd.

We do not NEED or WANT any more commercial development on Mt. Comfort Rd. Please encourage almost anything rather than opening us up to a strip mall! This area is close enough to all the retail shopping we need and for "wants" we can travel slightly farther. Dollar General does NOT bring quality products to their stores. Visit the Dollar General stores in and around Fayetteville and you will see that they are eyesores. Fayetteville promotes quality of living; please do not allow our neighborhood to be opened to blight such as Dollar General.

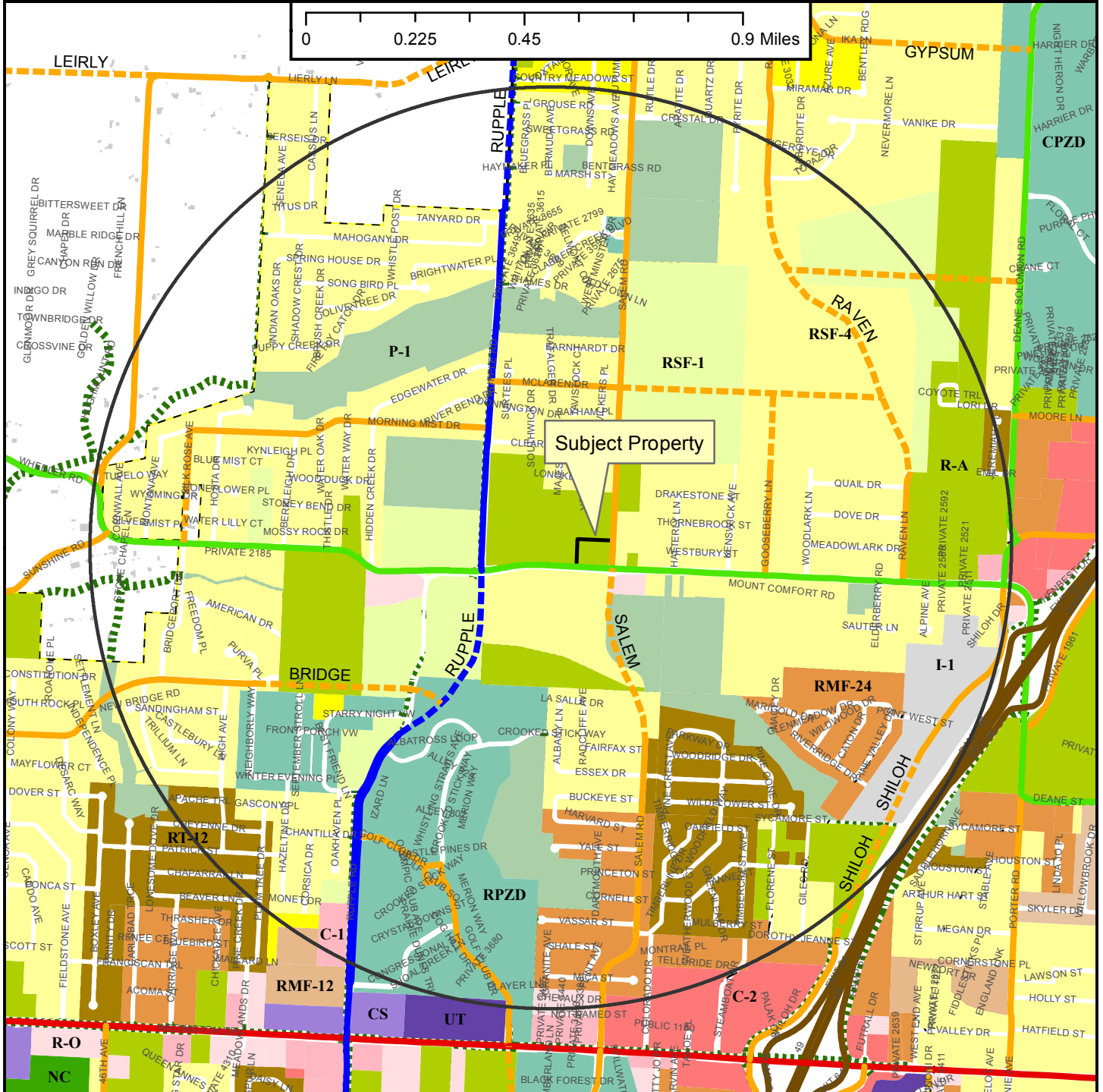
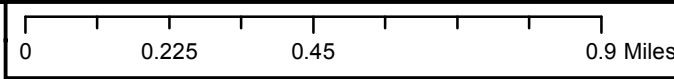
Vonda Treat
3497 W Earnhardt Dr
72704
479-601-3641



RZN 16-5441

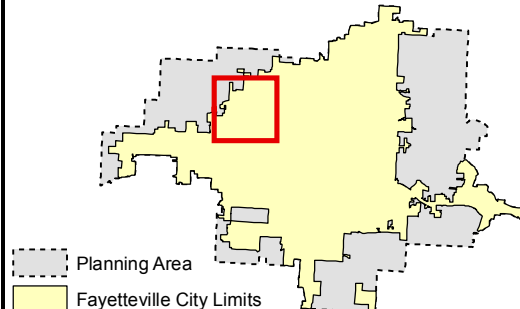
One Mile View

GHAN-COOPER



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint

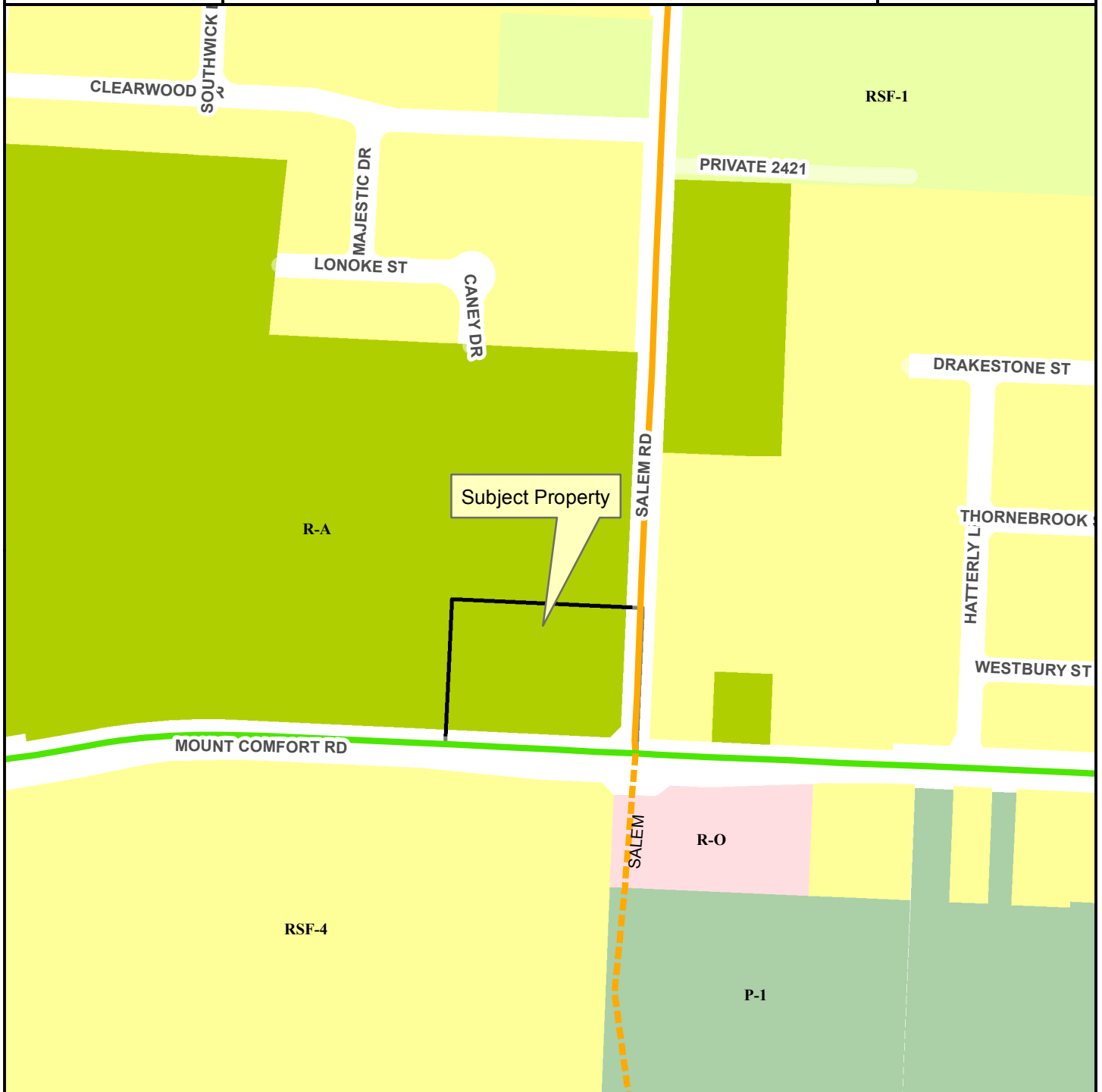


- | | |
|---|-------------------------------------|
| Zoning | EXTRACTION |
| RESIDENTIAL SINGLE-FAMILY | E-1 |
| RSF-Agricultural | COMMERCIAL |
| RSF-5 | Residential-Office |
| RSF-1 | C-1 |
| RSF-2 | C-2 |
| RSF-4 | C-3 |
| RSF-7 | FORM BASED DISTRICTS |
| RSF-8 | Downtown Core |
| RSF-18 | Urban Thoroughfare |
| RESIDENTIAL MULTI-FAMILY | Main Street Center |
| RT-12 Residential Two and Three-family | Downtown General |
| RMF-6 | Community Services |
| RMF-12 | Neighborhood Services |
| RMF-18 | Neighborhood Conservation |
| RMF-24 | PLANNED ZONING DISTRICTS |
| RMF-40 | Commercial, Industrial, Residential |
| INDUSTRIAL | INSTITUTIONAL |
| I-1 Heavy Commercial and Light Industrial | P-1 |
| I-2 General Industrial | |

RZN 16-5441

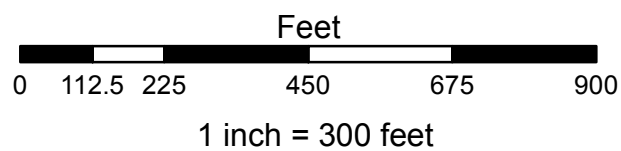
Close Up View

GHAN-COOPER



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- Residential-Agricultural
- RSF-1
- RSF-4
- Residential-Office
- P-1

RZN 16-5441

Current Land Use

GHAN-COOPER



Legend

Streets Planned

MSP Class

— COLLECTOR

Streets Existing

MSP Class

— COLLECTOR

— MINOR ARTERIAL

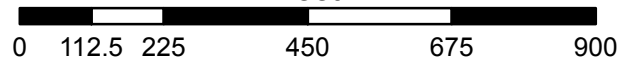
--- Trail (Proposed)

RZN16-5441

Planning Area

Fayetteville City Limits

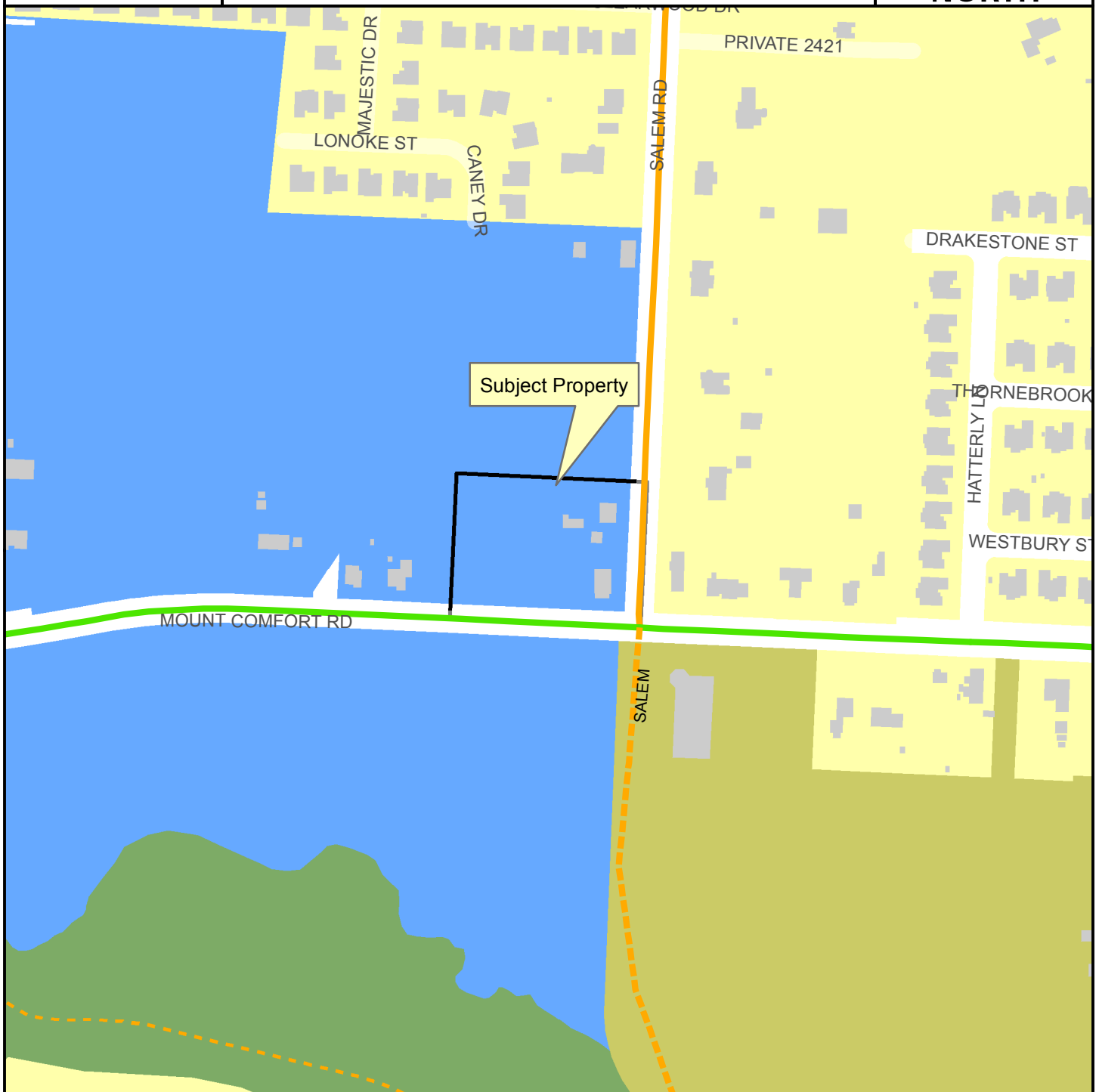
Feet



RZN 16-5441

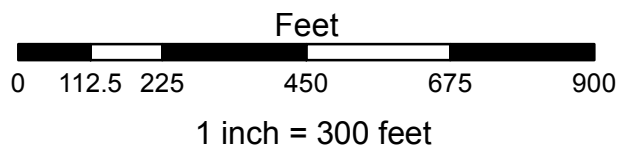
Future Land Use

GHAN-COOPER



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- City Neighborhood Area
- Civic and Private Open Space/Parks



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0309

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5448 FOR APPROXIMATELY 8.08 ACRES LOCATED AT 2050 SOUTH SCHOOL AVENUE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND C-2, COMMERCIAL THOROUGHFARE TO CS, COMMUNITY SERVICES

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single Family, 4 Units Per Acre and C-2, Commercial Thoroughfare to CS, Community Services.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2016-0309

Legistar File ID

7/5/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jeremy Pate

6/17/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5448: Rezone (2050 S. SCHOOL AVE./HARMON, 601): Submitted by HAROLD HARMON for properties at 2050 S. SCHOOL AVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY and C-2, THOROUGHFARE COMMERCIAL and contain approximately 8.08 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF JULY 5, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: July 5, 2016

SUBJECT: **RZN 16-5448: Rezone (2050 S. SCHOOL AVE./HARMON, 601):**
Submitted by HAROLD HARMON for properties at 2050 S. SCHOOL AVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY and C-2, THOROUGHFARE COMMERCIAL and contain approximately 8.08 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the properties to CS, Commercial Services as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject properties are located on the east side of Highway 71B/South School Avenue, between West Nonnamaker Drive and West 22nd Street. The two properties total approximately 8 acres, with the northern one containing 5.9 acres, and the southern property containing 2.1 acres. The zoning in the northern property is divided, with a strip approximately 200 feet deep along the School Avenue street frontage that is zoned C-2, Commercial Thoroughfare, and the remainder with access to Nonnamaker Drive zoned RSF-4, Residential Single Family. Similarly, the southern property is zoned C-2 along School Avenue and RSF-4 on the interior.

Both properties were annexed in 1946 as part of a larger area between W. 15th St to the north and West Cato Springs Road to the south.

Land Use Compatibility: The proposed zoning is generally consistent with the development and zonings in the vicinity. The properties are located on the Principal Arterial, Highway 71B/School Avenue. Land uses vary significantly along this corridor, ranging from the large Tyson foods facility and the University of Arkansas research cluster, to lower intensity commercial and industrial sites located alongside single-family and multi-family neighborhoods. A medium-density development similar to that proposed by the applicant is well-suited for the area.

Land Use Plan Analysis: City Plan 2030 designates the subject properties and all adjacent properties as City Neighborhood Area. This designation promotes a wide spectrum of residential and commercial uses, encouraging density in all housing types and the potential for varying categories of commercial land use. The proposed Community Services zoning district facilitates

the development of these uses, permitting a wide array of both residential and commercial intensities.

DISCUSSION:

On June 13, 2016 the Planning Commission forwarded the applicant's request for a rezoning to CS on the subject properties. A motion by Commissioner Autry to forward the proposal to the City Council with a recommendation for approval was made with a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

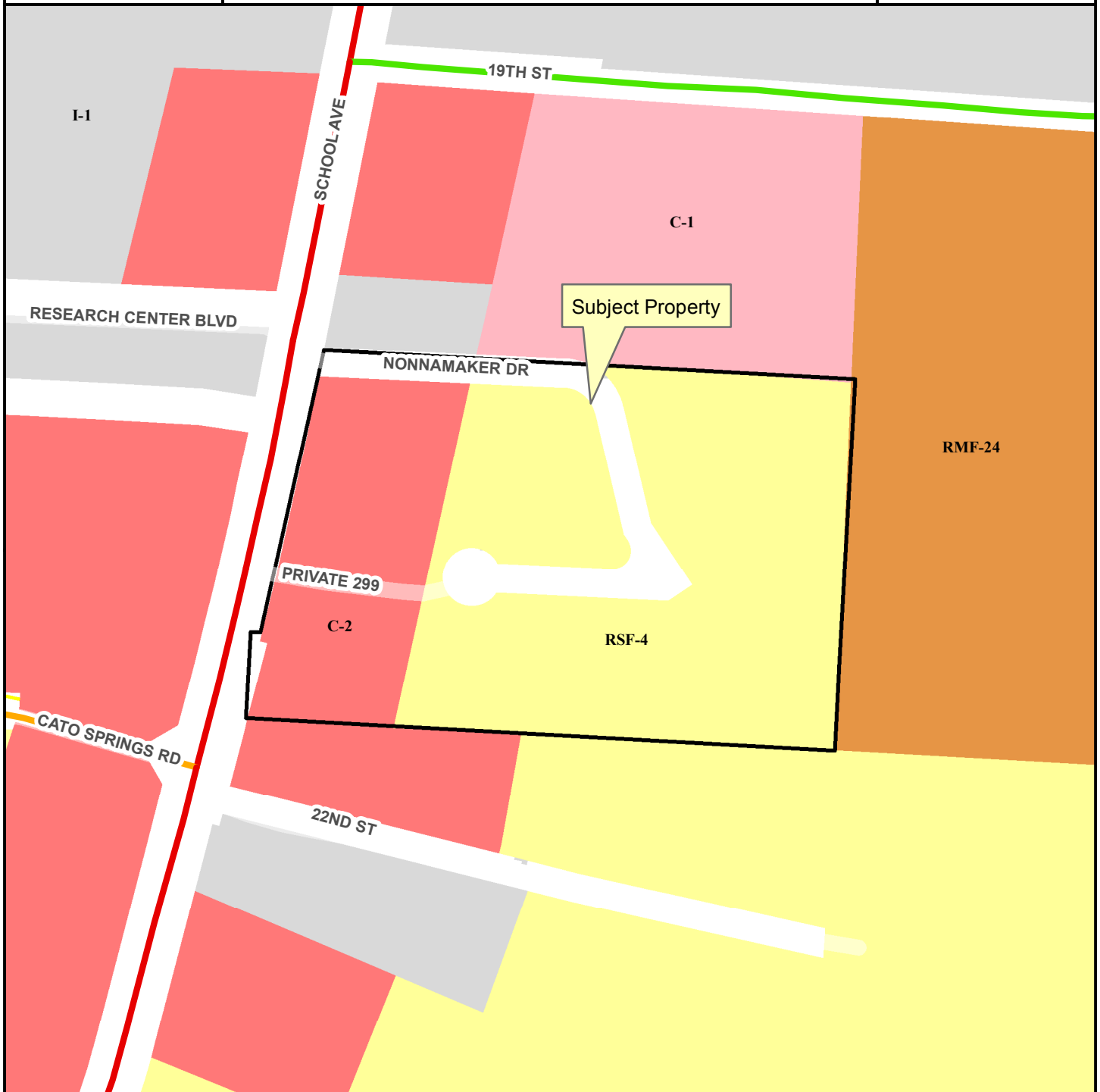
Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 16-5448

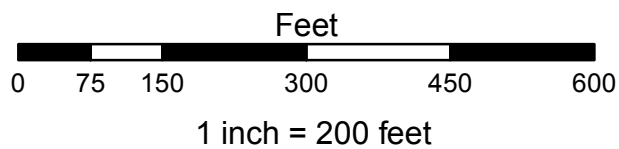
Close Up View

HARMON



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- RSF-4
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- C-1
- C-2

A part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21, in Township 16 North, Range 30 West of the 5th P.M., and being more particularly described as beginning 1.80 chains North of the Southeast corner of the said SW1/4 of the SE1/4, Section 21, Township 16 North, Range 30, and running thence North five and ninety-four hundredths chains, thence West eleven and thirty hundredths chains to the East side of U.S. Highway No. 71 twenty feet East of the center of Highway Slab, thence southerly with the East side of Highway No. 71 six chains to a point twelve and thirty hundredths chains West of the beginning point, thence East twelve and thirty hundredths (12.30) chains to the place of beginning, containing seven (7) acres, more or less, LESS AND EXCEPT a permanent easement to the City of Fayetteville, Arkansas, of 15 feet of equal and uniform width off of the entire West side of the above described real estate. AND, a part of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 21, in Township 16 North, Range 30 West of the 5th P.M., described as beginning at the southeast corner of said forty acre tract, thence North 1.80 chains; thence West 12.50 chains to the East line of U.S. Highway No. 71; thence South along the said East line 1.80 chains to the South line of said forty acre tract, thence East 12.50 chains or to the place of beginning, LESS AND EXCEPT, a permanent easement to the City of Fayetteville, Arkansas, of 15 feet of equal and uniform width off of the entire west side of the above described real estate.

SUBJECT, however, to all existing easements, recorded and unrecorded, restrictive covenants of record, and zoning ordinances. AND FURTHER SUBJECT TO the Settlement Agreement in Case No. E-89-496 of the Washington County Chancery Court, Second Division, and Grantee assumes all indebtedness and obligations referenced therein.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

5448

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

601

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: ☒ Applicant ☐ Representative

Applicant (person making request):

Name: Harold Harmon

Address: 2050 S. School Ave
Fayetteville, AR
72701

E-mail: Harhar1016@yahoo.com

Phone:

(479) 521-5780

(479) 304-8140 cell

Fax:

()

Representative (engineer, surveyor, realtor, etc.):

Name: N/A

Address: N/A

E-mail:

Phone:

()

()

Fax:

()

Site Address / Location: 2050 S. School Ave and Nonnamaker St.
Fayetteville

Current Zoning District: C2, RSF4

Requested Zoning District: CS

Assessor's Parcel Number(s) for subject property: 765-15010-000, 765-15026-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): N/A Date: _____
Signature: N/A

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Harold Harmon Address: 2050 S. School Ave.
Signature: Harold Harmon Fayetteville, AR
Date: 5/4/16 72701
Phone: (479) 521-5780

Name (printed): Rosetta Harmon Address: 2050 S. School Ave.
Signature: Rosetta Harmon Fayetteville, AR
Date: 5-4-16 72701
Phone: (479) 521-5780

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: June 13, 2016 **(Updated with Planning Commission results)**

SUBJECT: **RZN 16-5448: Rezone (2050 S. SCHOOL AVE./HARMON, 601):**
 Submitted by HAROLD HARMON for properties at 2050 S. SCHOOL AVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY and C-2, THOROUGHFARE COMMERCIAL and contain approximately 8.08 acres. The request is to rezone the properties to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5448** to the City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject properties are located on the east side of Highway 71B/South School Avenue, between West Nonnamaker Drive and West 22nd Street. The two properties total approximately 8 acres, with the northern one containing 5.9 acres, and the southern property containing 2.1 acres. The zoning in the northern property is divided, with a strip approximately 200 feet deep along the School Avenue street frontage that is zoned C-2, Commercial Thoroughfare, and the remainder with access to Nonnamaker Drive zoned RSF-4, Residential Single Family. Similarly, the southern property is zoned C-2 along School Avenue and RSF-4 on the interior. Both properties were annexed in 1946 as part of a larger area between W. 15th St to the north and West Cato Springs Road to the south. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-story Commercial Structures	I-1, Heavy Comm'l & Light Indust'l C-1, Neighborhood Commercial
South	Undeveloped Lots; Storage Yard Single-Family Residential	C-2, Neighborhood Commercial RSF-4, Residential Single Family
East	Undeveloped; Dense Vegetation	RMF-24, Residential Multi-family
West	Undeveloped; Single-story Commercial Structures	C-2, Neighborhood Commercial

Request: The request is to rezone the entirety of the two properties from C-2, Commercial Thoroughfare, and RSF-4, Residential Single Family, four units per acre, to CS, Community Services. The applicant indicated the rezoning is needed to increase the density on the properties and accommodate proposed housing and a science museum.

Public Comment: Staff was approached by an adjacent property owner expressing support for the rezoning, with hopes that it would result in the property being redeveloped and/or improved.

INFRASTRUCTURE:

Streets: Both properties have street frontage along Highway 71B/School Avenue, which is designated in the Master Street Plan as a Principal Arterial. The interior of the northern property is served by Nonnamaker Drive, with public right-of-way dedicated for a possible cul de sac. Any additional improvements or requirements would be determined at the time of development, although with consideration for the applicant's proposal there will undoubtedly be an increase in traffic to and from the site.

Water: Public water is available to the site. An 8-inch public main runs along the property frontage of Highway 71B/School Ave.

Sewer: Public sanitary sewer is available to the site. A 6-inch main runs through the middle portion of the site.

Drainage: Any additional improvements or requirements for drainage would be determined at the time of development. No portion of the site is located within a floodzone. No protected streams are present on these parcels.

Portions of the site are shown to contain hydric soils, which are indicators of wetland areas. Further information regarding the existence of wetlands may be required at the time of development.

No portion of this parcel lies within the Hilltop/Hillside Overlay District.

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

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

CITY PLAN 2025 FUTURE LAND USE PLAN: The property is designated as a **City Neighborhood Area**. City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential uses range in size, variety, and intensity from grocery stores and offices to churches, and are typically located at corners and along connecting corridors. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

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: In staff's opinion the rezoning of the subject properties from two zoning designations to one is compatible with the surrounding land uses and adopted land use plans and policies.

Land Use Compatibility: The properties are located on the Principal Arterial, Highway 71B/School Avenue. Land uses vary significantly along this corridor, ranging from the large Tyson foods facility and the University of Arkansas research cluster, to lower intensity commercial and industrial sites located alongside single-family and multi-family neighborhoods. A medium-density development similar to that proposed by the applicant is well-suited for the area.

Land Use Plan Analysis: City Plan 2030 designates the subject properties and all adjacent properties as City Neighborhood Area. This designation promotes a wide spectrum of residential and commercial uses, encouraging density in all housing types and the potential for varying categories of commercial land use. The proposed Community Services zoning district facilitates the development of these uses, permitting a wide array of both residential and commercial intensities.

Beyond its Future Land Use Map designation, the proposed rezoning is also in compliance with many of the goals of City Plan 2030. Firstly, by rezoning the subject properties the potential is created for additional housing in an already developed area. This addresses the goals to pursue appropriate infill development and create attainable housing without resorting to suburban sprawl in undeveloped areas. Secondly, prospective residential construction on the subject properties has the potential to further the development of the area as a neighborhood, including better connectivity, increased demand for public transit, and the possibility of non-motorized street improvements along School Ave. With the properties located where they are on a corridor of varying uses and development, any new or additional housing has a much greater likelihood of locating near places of employment than low-density subdivisions on the City's periphery.

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

Finding: The proposed rezoning is justified at this time, as it will allow development that is compatible with the area and is more in-line with the properties' future land use designation. The applicant indicated in the submitted materials that the desire is to construct up to 20 townhouse structures on the subject properties with approximately six units in each. The existing RSF-4 zoning will only allow up to 4 single-family units per acre, or duplexes by conditional use, while the C-2 zoning permits no residential uses at all.

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

Finding: Rezoning the property to CS will not likely increase traffic danger but may increase congestion at this location. Improvements to School Avenue and potentially off-site improvements will be evaluated at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and

thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property to CS will increase the potential for greater population density, but is unlikely to undesirably increase the load on public services. This is an infill site with access to public infrastructure and is in an area where increased density is appropriate. Neither the Police nor Fire Departments have expressed objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Staff recommends forwarding **RZN 16-5371** to City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>June 13, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Autry	Second: Hoffman	Vote: 7-0-0	
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date:	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code § 161.07 (RSF-4 zoning); 161.20 (C-2 zoning); 161.19 (CS zoning)
- Request Letter
- Site Proposal
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
15 ft.	5 ft.	15 ft.

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

161.20 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 44	Cottage Housing Development
Unit 45	Small scale production

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and area regulations.* None.

(E) *Setback regulations.*

Front	15 ft.
Front, if parking is allowed between the right-of-way and the building	50 ft.
Side	None
Side, when contiguous to a residential district	15 ft.
Rear	20 ft.

(F) *Building height regulations.*

Building Height Maximum	75 ft.*
-------------------------	---------

*Any building which exceeds the height of 20 feet shall be set back from a boundary line of any residential district a distance of one foot for each foot of height in excess of 20 feet.

(G) *Building area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4727, 7-19-05; Ord. 4992, 3-06-07; Ord. 5028, 6-19-07; Ord. 5195, 11-6-08; Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; 5353, 9-7-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)

161.19 Community Services

(A) *Purpose.* The *Community Services* district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments

Unit 36	Wireless communication facilities*
Unit 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
All others	None

(2) *Lot area minimum. None*

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56 ft.
-------------------------	--------

(G) *Minimum buildable street frontage. 50% of the lot width.*

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14; Ord. 5735, 1-20-15)



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0311

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 6

CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:

A RESOLUTION TO APPROVE CHANGE ORDER NO. 12 TO THE CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$436,555.00 TO ADD THE CONSTRUCTION OF A PARKING LOT, SIDEWALK AND ASSOCIATED ROAD IMPROVEMENTS AT THE REGIONAL PARK, TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$80,202.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 12 to the contract with Crossland Construction Company, Inc. in the amount of \$436,555.00 to add the construction of a parking lot, sidewalk and additional road improvements at the Regional Park, and further approves an additional project contingency in the amount of \$80,202.00.

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

City of Fayetteville Staff Review Form

2016-0311

Legistar File ID

7/5/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Alison Jumper

6/17/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Change Order Number twelve to contract #2359 with Crossland Construction for a contract increase in the amount of \$436,555 for the construction of a parking lot, sidewalk and associated road improvements and approval of a budget adjustment.

Budget Impact:

2250.9255.5806.00

Parks Development

Account Number

Fund

'02002

Regional Park

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,930,181.00

Funds Obligated \$ 5,727,447.00

Current Balance \$ 202,734.00

Does item have a cost? Yes

Item Cost \$ 436,555.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 314,023.00

Remaining Budget \$ 80,202.00

V20140710

Previous Ordinance or Resolution # 56-15

Original Contract Number: 2359

Approval Date:

Comments:

MEETING OF JULY 5, 2015

TO: Mayor and City Council

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

FROM: Alison Jumper, Park Planning Superintendent

DATE: June 20, 2016

SUBJECT: **Approval of Change Order number twelve to contract #2359 with Crossland Construction for the construction of the Regional Park and approval of a budget adjustment**

RECOMMENDATION:

Staff recommends approval of Change Order Number twelve to contract #2359 with Crossland Construction for a contract increase in the amount of \$436,555 for the construction of a parking lot, sidewalk and associated road improvements and approval of a budget adjustment.

BACKGROUND:

The City of Fayetteville began constructing the first phase of the Regional Park in March of 2015. The current phase includes the construction of three baseball fields, six soccer fields, water, sewer, and electric utilities, road and parking lot construction, a great lawn area and two restroom/concession buildings. This phase of the project is anticipated to be complete in the fall of 2016.

DISCUSSION:

The bid for Phase One of the park originally included the construction of the entry road, water, electric, and sewer infrastructure, six lighted soccer fields, four lighted baseball fields, two restroom/concession buildings, a playground and associated parking. The low bid for the project was over budget due to challenging topography, geology and other site constraints.

City staff and the consulting team identified savings through value engineering to bring the project in budget including omitting a playground and parking area at the east end of the park and changing the street cross section. After observing frequent and increasing use of the Kessler Mountain trails, staff is requesting to add the parking area back into the project to accommodate trail users. Additionally, the Rotary Club is currently raising funds to add the playground potentially in early 2017. ADA parking as well as general parking will be needed to serve the playground at that time. Constructing the parking area under this contract could save up to 25 percent of the cost since the contractor is already on site and mobilized. Total cost for the parking area is \$426,421.

Additionally, a small area of unsuitable soil was encountered during the construction of the entry road. After analysis of the soil by the Geotechnical Engineer, four options to correct the soils were considered. The most cost effective treatment is to undercut the area and import two feet of fill to stabilize the area. After consulting with the City Engineer, staff is requesting to utilize funding from the Transportation Bond Program, which has funded the construction of the park road, to cover these unforeseen costs in the amount of \$10,134.

An administrative change order eleven is in process for \$232,583 leaving \$202,734 in project funding. If change order twelve is approved, the remaining \$80,202 is needed in project contingency for the purchase and construction of various elements by park staff such as soccer netting and landscape screening.

The addition of the parking lot also includes an improved road cross section that was included in the original bid. The change in the street cross section adjoining the parking lot and the additional parking spaces will be presented to Planning Commission at the July 11th meeting.

BUDGET/STAFF IMPACT:

After change order eleven, \$202,734 remains in project 02002 Regional Park Improvements. The budget adjustment total of \$314,023 includes:

1. \$268,531 in the Parks Development Reserves Fund
2. \$35,358 in the Park Land Dedication Fund from residential development in the southwest park quadrant
3. \$10,134 in the Transportation Bond Fund for the undercut needed to stabilize the entry road is attached

See below for breakout of total project funds.

Remaining Project Funds after Change Order 11			\$	202,734.00
Park Land Dedication Funds			\$	35,358.00
Fund Balance			\$	268,531.00
Transportation Bond Funds			\$	10,134.00
Total			\$	516,757.00
Change Order 12			\$	436,555.00
Remaining Project Funds			\$	80,202.00

Attachments:

Signed Change Order No. 12
Budget Adjustment



AIA® Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 012	OWNER: ☐
Fayetteville Regional Park, Phase 1	DATE: 06.12.16	ARCHITECT: ☐
Judge Cummings Road		CONTRACTOR: ☐
Fayetteville, Arkansas		FIELD: ☐
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 13144	OTHER: ☐
Crossland Construction Company, Inc.	CONTRACT DATE: TBD	
PO Box 45	CONTRACT FOR: General Construction of Phase 1 of	
Columbus, KS 66725	Fayetteville Regional Park	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Below is a breakout of the addition of the entry parking lot and the modifications to Judge Cummings Road just south of the parking lot:

Parking Lot:

1. Excavation (Mass Grading)	\$3,074.70
2. Embankment (Import fill w/ trucking)	\$48,519.40
3. Subgrade prep	\$7,590.00
4. Stripping topsoil	\$6,876.00
5. Replacing topsoil	\$4,377.40
6. Asphalt paving mobilization	\$2,000.00
7. 6" parking lot aggregate base	\$69,920.00
8. Concrete curb & gutter-type A	\$19,100.12
9. 5' sidewalk 4" thick	\$12,778.98
10. Asphalt concrete hot mix surface course -type 3	\$145,350.00
11. 4" pavement markings white or yellow - reflectorized paint	\$1,468.32
12. Pavement symbols handicap symbol - reflectorize paint	\$1,950.00
13. Wheel stops	\$5,525.00
14. Street sign installation- stop sign handicap, etc.	\$1,568.00
15. Electrical	\$19,572.00
16. Parking lot trees	\$9,917.00
17. Irrigation	\$19,500.00

Additional roadway work:

1. Subgrade prep	\$128.70
2. 18" RC FES	\$(1367.00)
3. 4' curb inlets	\$12,468.00
4. 4' curb inlet extention	\$4,812.00
5. Rip rap	\$(663.00)
6. 6" aggregate base course	\$1,185.60
7. Asphalt concrete hot mix surface course -PG64-22	\$2,473.50
8. Concrete curb and gutter	\$6,375.96
9. 4" thick concrete sidewalk	\$12,504.90
10. 6" thick concrete sidewalk	\$1,824.90
11. Concrete driveway aprons (commercial)	\$591.90
12. Concrete driveway (commercial)	\$(933.80)
13. Aggregate base course driveway	\$(3,013.79)
14. 18" HDPE pipe	\$8,785.00
15. Aggregate base shoulders/leveling course (plan quantity)	\$(2,445.24)
16. Asphalt concrete hot mix surface course (Superpave 64-22)	\$1,817.00
17. Mixing 4% cement into roadway subgrade	\$1950.00
18. Erosion control (North america green matting)	\$839.57
19. Judge Cummings Road undercut	\$10,134.30 ✓

Total: \$436,555.42

The original Contract Sum was	\$ 11,788,362.19
The net change by previously authorized Change Orders	\$ -1,206,911.69
The Contract Sum prior to this Change Order was	\$ 10,581,450.50
The Contract Sum will be increased by this Change Order in the amount of	\$ 436,555.42
The new Contract Sum including this Change Order will be	\$ 11,018,005.92

The Contract Time will be increased by 6 weeks (-) days.

The date of Substantial Completion as of the date of this Change Order therefore is 522 calendar days.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Lose & Associates, Inc.

ARCHITECT (Firm name)

1314 5th Ave N, Suite 200
Nashville, TN 37208

ADDRESS



BY (Signature)

John Sexton, Project Manager

(Typed name)

6.20.16

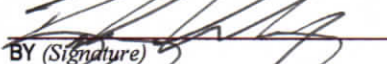
DATE

Crossland Construction Company, Inc.

CONTRACTOR (Firm name)

PO Box 45
Columbus, KS 66725

ADDRESS



BY (Signature)

Boby Armstrong

(Typed name)

6.21.16

DATE

City of Fayetteville

OWNER (Firm name)

113 West Mountain Street
Fayetteville, AK 72701

ADDRESS



BY (Signature)

(Typed name)

DATE

Addition of the Parking Lot

Description

Qty

Unit

Unit Price

Total

The price is for the construction of a parking lot and sidewalk at the park entrance north of Judge Cummings road.

PARKING LOT

Excavation (Mass Grading)	831	CY	3.70	\$	3,074.70
Embankment (Import Fill w/ Trucking)*	5,917	CY	8.20	\$	48,519.40
Subgrade Prep	11,500	SY	0.66	\$	7,590.00
Stripping Topsoil	1,910	CY	3.60	\$	6,876.00
Replacing Topsoil	1,018	CY	4.30	\$	4,377.40
Asphalt Paving Mobilization	1	LS	2,000.00	\$	2,000.00
6" Parking Lot Aggregate Base Course	11,500	SY	6.08	\$	69,920.00
Concrete Curb and Gutter (Type A)	1,597	LF	11.96	\$	19,100.12
5' Sidewalk (4" Thick)	373	SY	34.26	\$	12,778.98
Asphalt Concrete Hot Mix Surface Course (Type 3)	1,900	Ton	76.50	\$	145,350.00
4" Pavement Markings (White or Yellow - ReflectORIZED Paint)	3,192	LF	0.46	\$	1,468.32
Pavement Symbols (Handicap Symbol - ReflectORIZED Paint)	6	EA	325.00	\$	1,950.00
Wheel Stops	65	EA	85.00	\$	5,525.00
Street Sign Installation (Handicap, Stop Sign, Etc.)	7	EA	224.00	\$	1,568.00
Electrical	4	EA	4,893.00	\$	19,572.00
Parking Lot Area Trees	1	LS	9,917.00	\$	9,917.00
Irrigation	1	LS	19,500.00	\$	19,500.00

ADDITIONAL ROADWAY WORK

Subgrade Prep	195	SY	0.66	\$	-
18" R. C. FES	-1	EA	1,367.00	\$	128.70
18" C.M. FES	0	EA	328.00	\$	(1,367.00)
4' Curb Inlets	4	EA	3,117.00	\$	-
4' Curb Inlet Extension	4	EA	1,203.00	\$	12,468.00
Rip Rap	-39	SY	17.00	\$	4,812.00
6" Aggregate Base Course	195	SY	6.08	\$	(663.00)
Asphalt Concrete Hot Mix Binder Course (PG 64-22)	34	Ton	72.75	\$	1,185.60
Concrete Curb and Gutter (Type A)	534	LF	11.94	\$	2,473.50
4" Thick Concrete Sidewalk	365	SY	34.26	\$	6,375.96
6" Thick Concrete Sidewalk	42	SY	43.45	\$	12,504.90
Concrete Driveway Aprons (Commercial)	10	SY	59.19	\$	1,824.90
Concrete Driveway (Commercial)	-20	SY	46.69	\$	591.90
Aggregate Base Course Driveway	-239	SY	12.61	\$	(933.80)
18" H.D.P.E. Pipe	251	LF	35.00	\$	(3,013.79)
Aggregate Base Shoulders/Leveling Course (Plan Quantity)	-82	Ton	29.82	\$	8,785.00
Asphalt Concrete Hot Mix Surface Course (Superpave 64-22)	23	Ton	79.00	\$	(2,445.24)
Mixing 4% Cement into Roadway Subgrade	195	SY	10.00	\$	1,817.00
Erosion Control (North American Green Matting)	59	SY	14.23	\$	1,950.00
Undercut at Judge Cummings				\$	839.57
				\$	10,134.30

Sub Total

\$ 436,555.42

GC Costs (Overhead & Profit) @ 10%

\$ -

Total

\$ 436,555.42

Dion Hall

To: Chris Camp; Jumper, Alison
Subject: RE: overhead compinsation

Chris,

Crossland submitted a request for six (6) additional weeks of overhead compensation for the extension of the contract past the original completion date. The compensation that was requested was \$28,691.00. This amount was derived using a 7 day working week.

7 days per week x 6 weeks is equal to 42 calendar days.
\$ 28,691.00 / 42 calendar days = \$683.12 per day

We are executing Change Order #12 with the understanding that we will be compensated \$683.12 per day for every calendar day past the original completion date, not to exceed \$28,691.

Respectfully,

CROSSLAND
CONSTRUCTION COMPANY, INC.

Dion Hall

Project Manager

1800 S. 52nd St., Suite 410
Rogers, AR 72758
Phone: (479) 464-7077 Fax: (479) 464-7050
Cell: (479) 847-6481
dhall@crosslandconstruction.com
website: www.crosslandconstruction.com

 Please consider the environment before printing this e-mail.

From: Chris Camp [mailto:ccamp@loseassoc.com]
Sent: Tuesday, June 21, 2016 9:50 AM
To: Jumper, Alison <ajumper@fayetteville-ar.gov>; Dion Hall <dhall@heavycontractors.com>
Subject: overhead compinsation

Dion

Per conversations with the city yesterday, we want to work out the request for additional overhead compensation for the extension of the contract past the orgianl completion date. We will work with you to develop another change order that defines the additional compensation seperate from change order 12.

Chris

Chris Camp, ASLA
President
Lose & Associates, Inc.
1314 5th Ave, North
Nashville, Tennessee 37208
615-242-0040 (p)
615-242-1405 (f)
615-390-4366 cell

Celebrating our 32nd Anniversary

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RESOLUTION NO. 56-15

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

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #14-66 and authorizes a contract with Crossland Construction Company, Inc., a copy of which is attached to this Resolution and made a part hereof, in the amount of \$11,788,362.19 for construction of Phase One of the Regional Park.

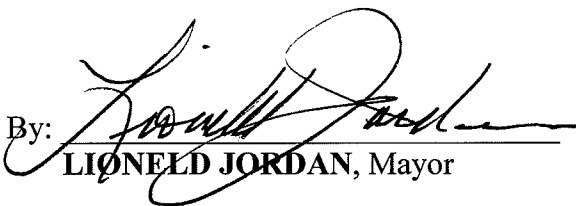
Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves Change Order No. 1 to reduce the amount of the contract with Crossland Construction Company, Inc. by \$2,358,997.27.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a project contingency in the amount of \$528,000.00.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution and made a part hereof.

PASSED and APPROVED this 3rd day of March, 2015.

APPROVED:

By: 
LIONELD JORDAN, Mayor

ATTEST:

By: 
SONDRA E. SMITH, City Clerk/Treasurer



Budget Year	Division: Parks & Recreation	Adjustment Number
2016	Dept.: Parks & Recreation	
	Requestor: Alan Bearden	

Request for approval of Crossland Construction change order of \$436,555 (project 02002.9000). Also, request approval of a related project contingency of \$155,425 (project 02002.1). \$314,023 is being added to Regional Park project (02002) with \$35,358 coming from recognizing Park Land Dedication funds, \$268,531 from the use of fund balance and \$10,134 from Transportation Bond program.

RESOLUTION/ORDINANCE

v.20160125

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0298

Agenda Date: 7/5/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 7

ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES FOR UP TO THREE (3) MONTHS IN AN AMOUNT NOT TO EXCEED \$41,250.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an extension to the contract with the Fayetteville Chamber of Commerce for economic development consulting services for up to three (3) months in an amount not to exceed \$41,250.00.

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

City of Fayetteville Staff Review Form

2016-0298

Legistar File ID

7/5/2016

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

Jeremy Pate

6/15/2016

Development Services /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve a contract extension with the Fayetteville Chamber of Commerce for Economic Development Services on a month to month basis, to allow for new Request for Proposals to be advertised, contractors selected, and new contracts negotiated for City Council approval, and approving a budget adjustment

Budget Impact:

1010.6600.5315.00

General Fund

Account Number

Fund

59027-901

Contract Services

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 41,250.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 41,250.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution # 5620, 75-16

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF JULY 05, 2016

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Jeremy Pate, Development Services Director 

DATE: June 16, 2016

SUBJECT: Economic Development Contract for Services - Extension

RECOMMENDATION:

Staff recommends a month to month contract extension with the Fayetteville Chamber of Commerce for economic development consulting services, in order for the City to advertise the Request for Proposals (RFP), consider responses, select a contractor and negotiate a contract for City Council consideration, as recommended by the adopted Strategic Plan.

BACKGROUND:

The Fayetteville Chamber of Commerce was selected by the City Council through a competitive bidding process in 2009 to perform economic development consulting services. The City has extended that contract on several occasions since 2009, with the same tasks and deliverables. In May, the Council unanimously adopted Fayetteville First, the City's newly updated Economic Development Strategic Plan. Fayetteville First gives policy direction for the City to achieve its stated goals, along with an implementation plan as a roadmap. Following the adoption of the Strategic Plan, city staff met with Boyette to review the Implementation Plan, which is a fluid, dynamic document adding more tangible timeframes and action items to be accomplished over the next five years. It was determined at that time that establishing the economic delivery service model should be one of our first steps, among others such as the recent Fayetteville school performance presentation at agenda session, a developer input session to better communicate code expectations and hear about possible improvements, and more targeted outreach to the Arkansas Research and Technology Park (ARTP) and University, both of which placed a presentation of Fayetteville First on their board meeting agendas to understand more about where the City is headed.

DISCUSSION:

During the month of June, city staff has been researching benchmark city RFPs, and is preparing two separate proposals, as recommended by Fayetteville First. The first is Business Recruitment and Business Retention & Expansion Services, and the second is Entrepreneurial/Startup Services. Each is unique in its focus, and the responsibilities for these functions need to be clearly defined, along with performance metrics to measure the effectiveness of delivery of each role. In addition, staff has begun researching job descriptions and functions for one new position to be requested in the 2017 budget that would coordinate all services at the city level, giving specific

attention to communication and management of the contracts and entrepreneurship/innovation in particular.

Because of the time it takes to conduct this research, advertise the RFPs with enough time to carefully consider proposals, negotiate a contract with the selected contractor, and bring that contract to the Council for consideration, there will be a gap in our current services if a contract extension is not approved. Certain items within the current contract do not reflect performance measures or metrics that the City wants to continue tracking under the Fayetteville First plan, while with others it is important to maintain continuity. Staff is recommending that a change in the Appendix A be approved, outlining new focus areas that are recommended by Fayetteville First, in order to get a jump start on the research and questions in these areas while the RFP process unfolds. In this way, we are not paying for services we do not plan to continue in the future, but rather beginning the shift in way of thinking and focus areas identified in our strategic plan.

Frankly, city staff should have advised the Mayor and Council to approve a longer extension three months ago, when we understood the schedule for adoption of the Strategic Plan would push us longer than anticipated. We did not adequately budget enough time to go through the RFP process, particularly with a wholly new entrepreneurial/innovation focus. At this time, we hope to advertise the RFPs in July for a period of six weeks, meet to consider and recommend a contractor, and negotiate a contract for consideration by the City Council in September.

BUDGET/STAFF IMPACT:

Under the same payment terms as the current contract but with a modified scope of work and deliverables, an extension for up to a three-month period has a \$41,250 budget impact, should services be provided for all three months. Should the City be ready to end the contract before that time, there is a 15-day notification period that allows the City or Chamber to terminate the contract. Staff proposes a budget adjustment in this amount to be taken from the use of Fund Balance.

Attachments:

Proposed Contract and Attachments
Budget Adjustment

**CONTRACT FOR
ECONOMIC DEVELOPMENT CONSULTING SERVICES
BETWEEN
THE CITY OF FAYETTEVILLE, ARKANSAS
AND
THE FAYETTEVILLE CHAMBER OF COMMERCE**

WHEREAS, the City of Fayetteville, Arkansas wishes to contract for Economic Development Consulting Services, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce wishes to provide Economic Development Consulting Services to the City of Fayetteville, Arkansas, and;

WHEREAS, the Fayetteville, Arkansas Chamber of Commerce was initially selected to perform Economic Development Consulting Services for the City of Fayetteville utilizing the competitive Request for Proposal selection process in 2009 (via RFP 09-14, Economic Development Consulting Services), and;

WHEREAS, the City Council of Fayetteville, Arkansas has waived competitive bidding and approved a contract for Economic Development Consulting Services with the Fayetteville, Arkansas Chamber of Commerce, and;

WHEREAS, the City of Fayetteville, Arkansas wishes to extend a revised contract for consulting services on a month to month basis for a period of up to three (3) months while preparing, advertising and selecting a contractor through a new Request for Proposal selection process.

NOW THEREFORE:

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

1. Agreement is made this ____ day of _____, 2016 by and between the City of Fayetteville, Arkansas located at 113 W. Mountain, Fayetteville, Arkansas 72701 and the Fayetteville, Arkansas Chamber of Commerce located at 21 West Mountain Street, Suite 300, Fayetteville, Arkansas 72701. **Term:** This Agreement shall be on a month-to-month basis, for a term of up to three (3) months ending September 30, 2016. This contract may be canceled by either party with fifteen days written notice.
2. **Renewals:** This agreement may only be renewed by approval of the City Council and with mutual agreement of the Chamber of Commerce.

3. **Attachments:** The Contract documents which comprise the contract between the City of Fayetteville and the Fayetteville Chamber of Commerce consist of this Contract and the following documents attached hereto, and made a part hereof:
- a.) Exhibit A - Schedule Detail for Deliverables and Performance Measures

* The City of Fayetteville shall coordinate with the Fayetteville Chamber of Commerce for modifications to this schedule. Any modifications shall be agreed upon by both the City and Fayetteville Chamber of Commerce; however, any changes affecting price shall have prior approval by the Fayetteville City Council. In the event Exhibit A is revised and price is not modified, such revised document shall be provided to the City Council at the next regularly scheduled quarterly update.

4. **Services to be Provided:** During the terms of this Agreement, the Fayetteville Chamber of Commerce shall:

- Serve as the first point of contact for economic development services as the City's contractor and maintain good relations with the Arkansas Economic Development Commission and other economic development partners locally, nationally and internationally;
- Maintain clear and open communication with the City on all economic development services and activities provided under the scope of this contract; and clearly articulate when communicating on behalf of the Chamber of Commerce versus City-contracted initiatives (i.e. expanded broadband), to create clear accountability
- Provide all deliverables and performance measures outlined in the attached Exhibit A

5. **Fees and Expenses:** The City of Fayetteville agrees the consulting fee shall be paid upon invoice as follows:

Consultation Services shall be invoiced for each month in the amount of \$13,750 per month. Total fees for consultation services shall not exceed \$41,250, from the date of contract. The Fayetteville Chamber of Commerce shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each month. Invoices shall be itemized.

6. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax (receipt confirmed), or overnight courier.
7. **Applicable Law:** This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas.
8. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with

respect to the subject matter of this Agreement other than those as expressly provided herein.

9. **Amendments and Waivers:** 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. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.
10. **Performance Measures:** The Fayetteville Chamber of Commerce shall provide the deliverables as outlined in the attached Exhibit A. Performance measures are included for each item and will be used to evaluate the work performed throughout the entire term of the contract. Performance measures have been modified from the previously executed contract to exclude certain deliverables no longer desired, and to include new deliverables and performance measures identified in the adopted Fayetteville First Economic Development Strategic Plan.

11. **Contract Administration**

The Mayor or his/her Designated Representative shall be the Contract Administrator for this contract. The Fayetteville Chamber of Commerce President and CEO or his/her Designated Representative shall be the primary contact for all matters pertaining to this contract. While it is understood that many facts pertaining to projects must be held in the strictest confidence, the Fayetteville Chamber of Commerce President and CEO will insure that the Mayor is kept abreast of details and progress made pertaining to Economic Development prospects considering development in Fayetteville to the greatest extent possible.

12. **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 Fayetteville Chamber of Commerce will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Fayetteville Chamber of Commerce

By: J. Steven Clark
J. Steven Clark, President and CEO

Date: 6/20/16

Witness: Jan Abshere

Date: 6/20/16

The City of Fayetteville, Arkansas

By: _____
Lionel Jordan, Mayor

Date: _____

Attest:

Sondra E. Smith, City Clerk/Treasurer

Date: _____

Exhibit "A"

Contract for Economic Development Services

Schedule of Deliverables and Performance Measures

1. Business Attraction

- a. Promote Fayetteville to Site Selection Consultants
- b. Maintain the three primary items on the economic development webpage (News, Employment Opportunities and Training Opportunities) linked under the City's new Economic Development website structure until the City Communications and Marketing team is ready to transfer to a city-led initiative
- c. Manage business and industry relationships and wherever possible and in line with the City's stated target sectors or focus areas, partner with the AEDC and relevant partners
- d. Be the point-of-contact for economic development purposes, with clear communication to the City of all viable initiatives or projects needing attention
- e. Develop, assist and support home grown businesses
- f. Support and assist new businesses coming to Fayetteville
- g. Continue tracking employee headcount attributed to all new businesses
- h. *Respond to inquiries related to property or space needs for targeted business sectors identified in the Fayetteville First Strategic Plan.*
- i. Work on attracting/creating jobs with a focus on jobs with living wages
- j. Support and assist development of the NWA region for economic development purposes

2. Business Retention and Expansion

- a. Continue tracking retention rates for existing businesses and existing employee headcount.
- b. Provide technical assistance or referrals to existing businesses to assist them to retain jobs and/or expand operations.
- c. Facilitate, support or advertise appropriate seminars and training to Fayetteville and NWA
- d. *Robust Business Retention and Expansion Program: Draft a BR&E program outline identifying proposals for the following:*
 - i. *Goals for the number of businesses to visited each year*
 - ii. *Types of questions to ask during each visit*
 - iii. *Process for addressing any identified business needs or challenges following the visit*

- iv. *Use of an easily shared project management data tool to track visits and employer input, with a summary of how any business needs or challenges were addressed following each visit*
- v. *Summary report template of the BRE&E accomplishments on a quarterly/annual basis, including the information listed above, as well as the number of new expansion projects, jobs created or saved, average wages and investment related to the program*
- vi. *Compile a separate list of Legacy Manufacturers, along with a focused BR&E program designed more specifically to their needs, including probing for concerns related to facility expansion, new equipment investment, workforce attraction and training, and infrastructure*
- vii. *Research and compile a list of Fayetteville's regional headquarters in the corporate and other sectors, startups that consider Fayetteville their "home-base," and contacts/location information for corporate headquarters or other locations that Fayetteville-based companies have.*

3. Entrepreneurship and Innovation

- a. *Provide technical assistance or referrals to perspective entrepreneurs*
- b. *Develop or recommend training and education opportunities to startup businesses*
- c. *Create innovative spaces and programs to support entrepreneurs: Continue efforts to establish the NWA Innovation Hub enabling innovators and entrepreneurs to "make things," along with the creation of a robotics training center in downtown*

4. Arts & Culture

- a. *Support existing programs: Encourage public and private art installations. Pursue opportunities to engage the business community and legacy manufacturers to become involved in visual art installations and spaces for exhibition. Expand the Chamber's Celebrate Arts program to identify locations and begin cultivating interest in a program to procure art installation viewable to the public, working with the Fayetteville Arts Council and/or City staff.*

5. Education/Workforce

- a. *Ensure Workforce and Training needs are met*
 - *Prepare a summary report related to a review of current workforce analysis studies done for the region to gain an understanding of the workforce availability related to the occupations required of the targeted business sectors, potentially working with the NWA Council on this initiative*

- *Provide a listing of degree programs, enrollment and graduates of higher education institutions in the region that may serve Fayetteville, relative to the targeted business sectors*
- Maintain existing training/trade program offerings
- Work with existing employers to develop existing workforce

6. Lifestyle Quality

- Explore other redevelopment opportunities*
 - *Continue investigating opportunities and engaging with property owners along Hwy 71b/College Avenue as a priority for redevelopment as a walkable destination.*
- Seek development of hotel/conference center*
 - *Provide a needs analysis for a hotel/conference center, including size, potential location factors, potential developers, and creative funding options. To be closely coordinated with Mayor and his assigned staff.*

7. Reports and Presentations

- The Fayetteville Chamber shall provide written reports and prepare a brief presentation to the Mayor and City Council on a quarterly basis. Reports and presentations should outline the tasks accomplished and include statistics for each performance measure outlined herein.
- A schedule for completion of outlined performance measures and a monthly status report shall be submitted for each month of the contract.
- Communications from the Chamber of Commerce related to economic development initiatives within the scope of the contract, major decisions and/or development matters, and public-facing activities should be coordinated with the Mayor's office or his assigned staff.*

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

Budget Year 2016	Division: Development Services Dept.: Development Services Requestor: Jeremy Pate	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

\$41,250 is requested in the Economic Development Services account. These funds will be used on a month to month basis for a maximum three-month contract renewal with the Fayetteville Chamber of Commerce. The funds are being taken from the Use of Fund Balance.

RESOLUTION/ORDINANCE	COUNCIL DATE:	7/5/2016
	LEGISTAR FILE ID#:	2016-0298
	<i>Barbara Fell</i>	
	6/20/2016 3:35 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	41,250	41,250						v.20160125
	Increase / (Decrease)		Project.Sub#					
Account Number	Expense	Revenue	Project	Sub	AT	Account Name		
1010.6600.5315.00	41,250	-	59027	901	EX	Contract Services		
1010.0001.4999.99	-	41,250			RE	Use of Fund Balance		
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2 Changes

Agenda Session 6-28-16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, June 28, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A.1 2015-0650

APPROVAL OF THE JUNE 21, 2016 CITY COUNCIL MEETING MINUTES.

A.2 2016-0303

MCCLELLAND CONSULTING ENGINEERS, INC.:

*Need new
resolution
\$ amount*

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$93,000.00 FOR SURVEYING SERVICES ASSOCIATED WITH THE GARDEN PARK APARTMENTS WATER LINE PROJECT, THE POPLAR STREET/EASY STREET SEWER LINE PROJECT, THE GREGG STREET/FULBRIGHT SEWER PROJECT, AND THE KITTY CREEK SEWER LINE PROJECT

Attachments: MCCLELLAND CONSULTING ENGINEERS, INC.

A.3 2016-0279

BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:

A RESOLUTION TO AWARD BID # 16-35 AND APPROVE A CONTRACT WITH CARNAHAN-WHITE OF ARKANSAS, LLC IN THE AMOUNT OF \$49,983.00 FOR THE CONSTRUCTION OF THE NOLAND WASTEWATER TREATMENT PLANT EFFLUENT POND SECURITY FENCE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00

Attachments: BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC

A. 4 2016-0295**BID # 16-40 STEARMAN ROOFING AND SHEET METAL, LLC:**

A RESOLUTION TO AWARD BID # 16-40 AND APPROVE A CONTRACT WITH STEARMAN ROOFING & SHEET METAL, LLC IN THE AMOUNT OF \$30,540.00 FOR THE INSTALLATION OF A NEW ROOF FOR THE CENTRAL FIRE STATION AT 303 WEST CENTER STREET

Attachments: BID #16-40 STEARMAN ROOFING AND SHEET METAL, LLC

A. 5 2016-0304**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,356.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
 BA HAZMAT SERVICES REVENUE

A. 6 2016-0301**BID # 16-41 STEVE LANDERS TOYOTA NWA:**

A RESOLUTION TO AWARD BID # 16-41 AND AUTHORIZE THE PURCHASE OF TWO 2016 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA NWA OF ROGERS, ARKANSAS IN THE TOTAL AMOUNT OF \$42,800.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: BID # 16-41 STEVE LANDERS TOYOTA NWA

A. 7 2016-0310**GOVDEALS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES THROUGH JUNE 22, 2017, AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: GOVDEALS, INC.

B. Unfinished Business:~~B. 1~~ 2016-0294**PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE
PARKING LOT:**

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT
PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO
CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS
ON SOUTHERN END

Attachments: Alderman Petty - West Avenue Parking Lot Resolution

Exhibit A - Proposal

ADDITIONAL: PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST A

This resolution was tabled at the June 21, 2016 City Council Meeting to the July 5, 2016 City Council Meeting.

~~B. 2~~ 2016-0225**C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):**

AN ORDINANCE TO REZONE LOTS 7, 8, 9 AND 10 OF THE MCMILLAN ESTATES
SUBDIVISION OF THE CITY OF FAYETTEVILLE ENCOMPASSING
APPROXIMATELY 16.2 ACRES LOCATED AT MCMILLAN DRIVE FROM C-2,
THOROUGHFARE COMMERCIAL AND UT, URBAN THOROUGHFARE TO P-1,
INSTITUTIONAL SUBJECT TO THE ATTACHED BILL OF ASSURANCES

(LEFT ON FIRST READING)

Attachments: C-PZD 16-5408: (WEDINGTON & MARINONI DR/CROSS CHURCH)

Exhibit C - RZN 16-5408 Updated PZD Booklet1

Exhibit D - RZN 16-5408 Updated Master Plan Drawings1

This Ordinance was left of the first reading at the June 21, 2016 City Council Meeting.

C. New Business:

~~C.1~~ 2016-0302**BID # 16-38 APAC-CENTRAL, INC.:**

A RESOLUTION TO AWARD BID # 16-38 AND APPROVE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$2,574,815.20 FOR THE CONSTRUCTION OF IMPROVEMENTS TO OLD WIRE ROAD FROM MISSION BOULEVARD TO ASH STREET, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$386,222.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID # 16-38 APAC-CENTRAL, INC.:
BA BID # 16-38 APAC-CENTRAL, INC.:

~~C.2~~ 2016-0306**VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):**

AN ORDINANCE TO APPROVE VAC 16-5440 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2514 NORTH NEW SCHOOL PLACE TO VACATE PORTIONS OF A UTILITY EASEMENT

Attachments: VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL)

~~C.3~~ 2016-0308**RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5438 FOR APPROXIMATELY 185 ACRES LOCATED AT 1094 EAST DRAKE STREET FROM R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL AND C-2, COMMERCIAL THOROUGHFARE TO UT, URBAN THOROUGHFARE

Attachments: RZN 16-5438: (1094 Drake St./Pendergraft)

~~1C.4~~ 2016-0307**RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5441 FOR APPROXIMATELY 2.71 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT AND SALEM ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO CS, COMMUNITY SERVICES

Attachments: RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER

~~1C.5~~ 2016-0309**RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5448 FOR APPROXIMATELY 8.08 ACRES LOCATED AT 2050 SOUTH SCHOOL AVENUE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND C-2, COMMERCIAL THOROUGHFARE TO CS, COMMUNITY SERVICES

Attachments: RZN 16-5448: (2050 S. School Ave./Harmon)

~~1C.6~~ 2016-0311**CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:**

A RESOLUTION TO APPROVE CHANGE ORDER NO. 12 TO THE CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$436,555.00 TO ADD THE CONSTRUCTION OF A PARKING LOT, SIDEWALK AND ASSOCIATED ROAD IMPROVEMENTS AT THE REGIONAL PARK, TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$80,202.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12
BA CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12

Move
to
Consent

C.7

2016-0298

ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION:

A RESOLUTION TO APPROVE AN EXTENSION TO THE CONTRACT WITH THE FAYETTEVILLE CHAMBER OF COMMERCE FOR ECONOMIC DEVELOPMENT CONSULTING SERVICES FOR UP TO THREE (3) MONTHS IN AN AMOUNT NOT TO EXCEED \$41,250.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION

BA_ECONOMIC DEVELOPMENT CONTRACT FOR SERVICES - EXTENSION

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

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Handed out at Agenda Session 6-28-16



RECEIVED

JUN 29 2016

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

**BILL OF ASSURANCE
FOR THE CITY OF FAYETTEVILLE, ARKANSAS**

In order to attempt to obtain approval of a request for a zoning reclassification, the owner, developer, or buyer of this property, (hereinafter "Petitioner") Cross Church, Inc., hereby voluntarily offers this Bill of Assurance and enters into this binding agreement and contract with the City of Fayetteville, Arkansas.

The Petitioner expressly grants to the City of Fayetteville the right to enforce any and all of the terms of this Bill of Assurance in the Circuit Court of Washington County and agrees that if Petitioner or Petitioner's heirs, assigns, or successors violate any term of this Bill of Assurance, **substantial irreparable damage justifying injunctive relief** has been done to the citizens and City of Fayetteville, Arkansas. The Petitioner acknowledges that the Fayetteville Planning Commission and the Fayetteville City Council will **reasonable rely** upon all of the terms and conditions within this Bill of Assurance in considering whether to approve Petitioner's rezoning request.

Petitioner hereby voluntarily offers assurances that Petitioner and Petitioner's property shall be restricted as follows IF Petitioner's rezoning is approved by the Fayetteville City Council.

1. The use of Petitioner's property shall be limited to Zoning District P-1 Institutional Uses, primarily church related uses.

2. The structure upon the property will be a single principal structure which will initially be constructed substantially as shown on attached Exhibit A (the "Church Building"). The Church Building will be used as a church, pre-school and other church related activities. Petitioner reserves the right to expand the Church Building, including the expansion(s) as shown on attached Exhibit A, and further reserves the right to construct ancillary structures which are related to the mission of the church.

3. Specific activities will not be allowed upon Petitioner's property include

4. (Any other terms or conditions):

5. Petitioner specifically agrees that all such restrictions and terms shall **run with the land** and bind all future owners unless and until specifically released by

Resolution of the Fayetteville City Council. This Bill of Assurance shall be filed for record in the Washington County Circuit Clerk's Office after Petitioner's rezoning is effective and shall be noted on any Final Plat or Large Scale Development which includes some or all of Petitioner's property.

IN WITNESS WHEREOF and in agreement with all the terms and conditions stated above, I, BEN R. MAYES, Treasurer - Cross Church as the owner, developer or buyer (Petitioner) voluntarily offer all such assurances and sign my name below.

6-29-2016
Date

BEN R. MAYES, Treasurer
Printed Name

1709 Johnson Road
Address
Springdale, AR 72762

[Signature]
Signature

NOTARY OATH

STATE OF ARKANSAS }
COUNTY OF WASHINGTON }

And now on this the 29 day of June, 2016, appeared before me, Milagros Sanabria Terry a Notary Public, and after being placed upon his/her oath swore or affirmed that he/she agreed with the terms of the above Bill of Assurance and signed his/her name above.

[Signature]
NOTARY PUBLIC

My Commission Expires:

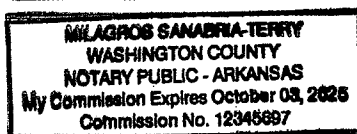
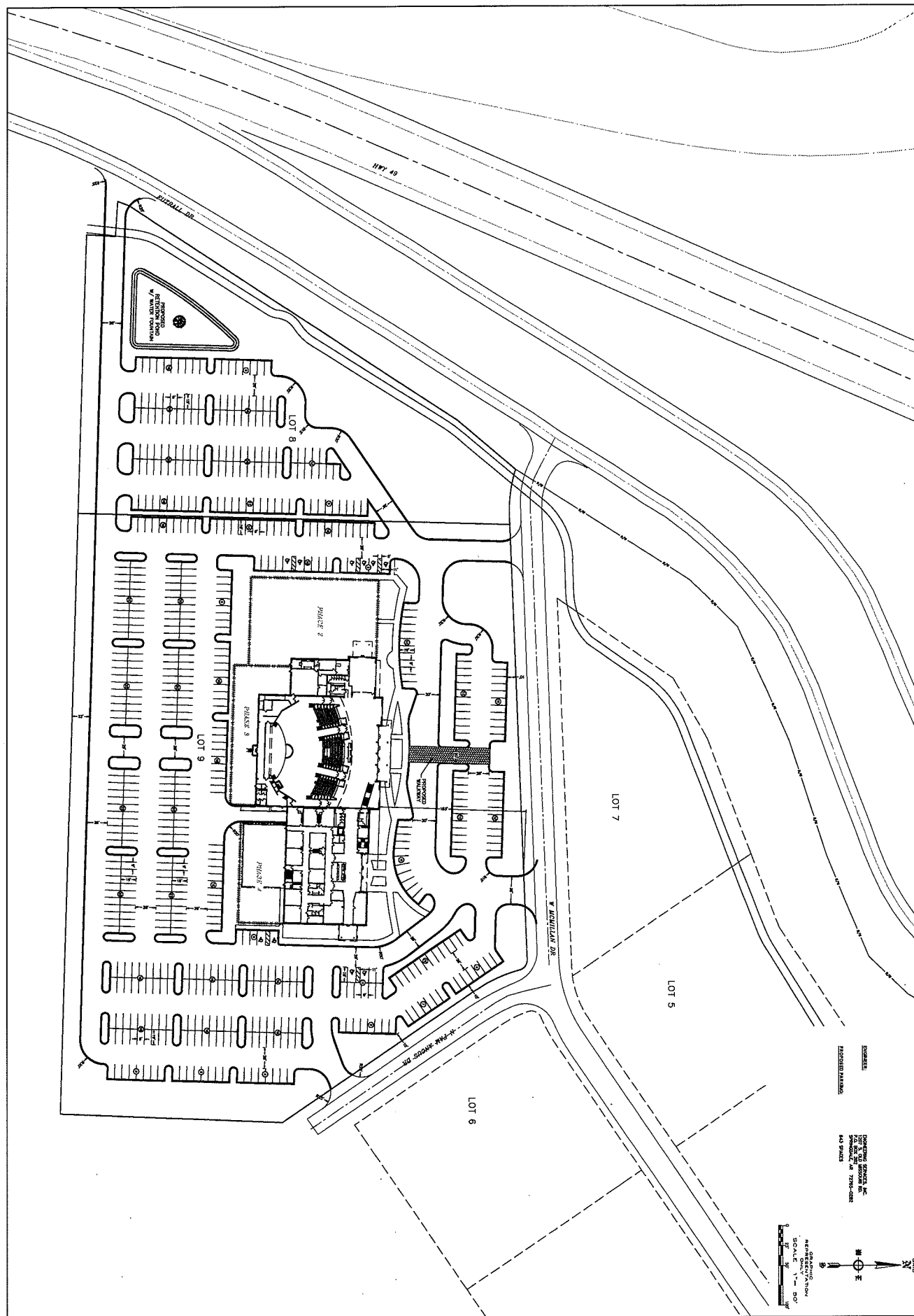


EXHIBIT "A"



REVISION	DATE	DESCRIPTION
1		
2		
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10		

PRELIMINARY LAYOUT - EXISTING CONDITIONS
CROSS CHURCH CAMPUS
SPRINGDALE, ARKANSAS

ESI
ENGINEERING SERVICES INC.
 1827 SOUTH OLD HURDOW RD.
 SPRINGDALE, ARKANSAS 72784

5100 S Thompson • Springdale, AR 72764 • (479) 756-1003



Griffin
COMPANY REALTORS
COMMERCIAL
DIVISION

Greg Taylor

479-283-2542 (cell)
479-927-4433 (direct)
479-927-4495 (fax)

GTaylor@WeichertGriffin.com
www.NWAProperties.net



www.griffincompanyrealtors.com

Pre-Agenda Meeting 6-22-16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, July 5, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

☒ 1 2015-0650

APPROVAL OF THE JUNE 21, 2016 CITY COUNCIL MEETING MINUTES.

☒ 2 2016-0303

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$93,000.00 FOR SURVEYING SERVICES ASSOCIATED WITH THE GARDEN PARK APARTMENTS WATER LINE PROJECT, THE POPLAR STREET/EASY STREET SEWER LINE PROJECT, THE GREGG STREET/FULBRIGHT SEWER PROJECT, AND THE KITTY CREEK SEWER LINE PROJECT

Attachments: MCE Surveying Contract Agenda Packet

☒ 3 2016-0279

BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC:

A RESOLUTION TO AWARD BID # 16-35 AND APPROVE A CONTRACT WITH CARNAHAN-WHITE OF ARKANSAS, LLC IN THE AMOUNT OF \$49,983.00 FOR THE CONSTRUCTION OF THE NOLAND WASTEWATER TREATMENT PLANT EFFLUENT POND SECURITY FENCE PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00

Attachments: BID # 16-35 CARNAHAN-WHITE OF ARKANSAS, LLC

A. 4 2016-0295

BID # 16-40 STEARMAN ROODING AND SHEET METAL, LLC:

A RESOLUTION TO AWARD BID # 16-40 AND APPROVE A CONTRACT WITH STEARMAN ROOFING & SHEET METAL, LLC IN THE AMOUNT OF \$30,540.00 FOR THE INSTALLATION OF A NEW ROOF FOR THE CENTRAL FIRE STATION AT 303 WEST CENTER STREET

Attachments: BID #16-40 STEARMAN ROODING AND SHEET METAL, LLC

A. 5 2016-0304

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,356.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: SRF SRM Hazmat Revenue-Washington County June 2016

BA BUDGET ADJUSTMENT FORM Hazmat Services Revenue Washington Count

A. 6 2016-0301

BID # 16-41 STEVE LANDERS TOYOTA NWA:

A RESOLUTION TO AWARD BID # 16-41 AND AUTHORIZE THE PURCHASE OF TWO 2016 TOYOTA TACOMAS FROM STEVE LANDERS TOYOTA NWA OF ROGERS, ARKANSAS IN THE TOTAL AMOUNT OF \$42,800.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SRP - WSMT Compact Trucks

~~A.7~~
NB1

2016-0302

BID # 16-38 APAC-CENTRAL, INC.:

A RESOLUTION TO AWARD BID # 16-38 AND APPROVE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$2,574,815.20 FOR THE CONSTRUCTION OF IMPROVEMENTS TO OLD WIRE ROAD FROM MISSION BOULEVARD TO ASH STREET, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$386,222.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: Old Wire Const Contract Packet.pdf
 BA Old Wire-Mission to Ash.xlsm

~~A.8~~

2016-0310

GOVDEALS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES THROUGH JUNE 22, 2017, AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments: 2016-0310, GovDeals, Inc.

B. Unfinished Business:

~~B.1~~

2016-0294

**PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST AVENUE
PARKING LOT:**

A RESOLUTION TO CLARIFY AND EXTEND THE TIMEFRAME TO SOLICIT PROPOSALS FOR DEVELOPMENT OF THE WEST AVENUE PARKING LOT AND TO CONSIDER PARKING NEUTRAL PROPOSALS FOR SALE OF SMALLER PARCELS ON SOUTHERN END

Attachments: Alderman Petty - West Avenue Parking Lot Resolution
 Exhibit A - Proposal

ADDITIONAL: PROPOSALS FOR DEVELOPMENT OF SOUTH END OF WEST A

This resolution was tabled at the June 21, 2016 City Council Meeting to the July 5, 2016 City Council Meeting.

~~B.2~~ 2016-0225

C-PZD 16-5408 (WEDINGTON & MARINONI DR/CROSS CHURCH):

AN ORDINANCE TO REZONE LOTS 7, 8, 9 AND 10 OF THE MCMILLAN ESTATES SUBDIVISION OF THE CITY OF FAYETTEVILLE ENCOMPASSING APPROXIMATELY 16.2 ACRES LOCATED AT MCMILLAN DRIVE FROM C-2, THOROUGHFARE COMMERCIAL AND UT, URBAN THOROUGHFARE TO P-1, INSTITUTIONAL SUBJECT TO THE ATTACHED BILL OF ASSURANCES

(LEFT ON FIRST READING)

Attachments: C-PZD 16-5408: (WEDINGTON & MARINONI DR/CROSS CHURCH)

Exhibit C - RZN 16-5408 Updated PZD Booklet1

Exhibit D - RZN 16-5408 Updated Master Plan Drawings1

This Ordinance was left of the first reading at the June 21, 2016 City Council Meeting.

C. New Business:

~~C.1~~ 2016-0311

NB 6

CROSSLAND CONSTRUCTION COMPANY, INC. CHANGE ORDER NO. 12:

Before

Economic

Development

A RESOLUTION TO APPROVE CHANGE ORDER NO. 12 TO THE CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$436,555.00 TO ADD THE CONSTRUCTION OF A PARKING LOT, SIDEWALK AND ASSOCIATED ROAD IMPROVEMENTS AT THE REGIONAL PARK, TO APPROVE AN ADDITIONAL PROJECT CONTINGENCY IN THE AMOUNT OF \$80,202.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

01 Compiled Legistar Submittal Docs

BA (Agenda Item) - Regional Park change orders 6-17-16

ve.2 2016-0308**RZN 16-5438 (1094 DRAKE ST./PENDERGRAFT):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5438 FOR APPROXIMATELY 185 ACRES LOCATED AT 1094 EAST DRAKE STREET FROM R-O, RESIDENTIAL OFFICE, R-A, RESIDENTIAL AGRICULTURAL AND C-2, COMMERCIAL THOROUGHFARE TO UT, URBAN THOROUGHFARE

Attachments: RZN 16-5438: (1094 Drake St./Pendergraft)

ve.3 2016-0307**RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5441 FOR APPROXIMATELY 2.71 ACRES LOCATED AT THE NORTHWEST CORNER OF MOUNT COMFORT AND SALEM ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO CS, COMMUNITY SERVICES

Attachments: RZN 16-5441 (NW CORNER OF MT. COMFORT & SALEM RD./GHAN-COOPER)

ve.4 2016-0309**RZN 16-5448 (2050 S. SCHOOL AVE./HARMON):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5448 FOR APPROXIMATELY 8.08 ACRES LOCATED AT 2050 SOUTH SCHOOL AVENUE FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE AND C-2, COMMERCIAL THOROUGHFARE TO CS, COMMUNITY SERVICES

Attachments: RZN 16-5448: (2050 S. School Ave./Harmon)

ve.5 2016-0306**NB 2****VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL):**

AN ORDINANCE TO APPROVE VAC 16-5440 SUBMITTED BY JORGENSEN AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT 2514 NORTH NEW SCHOOL PLACE TO VACATE PORTIONS OF A UTILITY EASEMENT

Attachments: VAC 16-5440 (2514 N. NEW SCHOOL PLACE/THE NEW SCHOOL)

2016-0298

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