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
September 6, 2016

A meeting of the Fayetteville City Council was held on September 6, 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.

1. Development Services Presentation - Jeremy Pate.
2. 2016 2nd Quarter Financial Report - Paul Becker.

Agenda Additions

A. Consent:

1. Approval of the August 16, 2016 City Council Meeting Minutes.

   Approved

2. **FISCHER SNACKS, LLC:** A resolution to approve an amendment to the contract with Fischer Snacks, LLC to provide for operation of the soccer concession stand at Kessler Mountain Regional Park.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-16

3. **GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:** A resolution to approve Amendment No. 1 to the contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for additional construction materials testing related to the addition of a parking lot at Kessler Mountain Regional Park in an amount not to exceed $2,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-16

4. **RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:** A resolution to award RFP 16-02 and approve a one (1) year contract with automatic renewals for four (4) additional one (1) year terms with Johanson Consulting, Inc. d/b/a Johanson Group for a classification, compensation and benefits study in the amount of $45,725.00 for the first year, to approve an annual project contingency of $4,500.00 for ongoing market reviews and consulting services each year the contract is in effect, and to approve a one (1) year software license and support agreement with automatic renewals for four (4) additional one (1) year terms with DB Squared, LLC for DBCompensation Software in the amount of $1,200.00 per month for the first three years and $250.00 per month for the last two years.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-16

5. **RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:** A resolution to award RFQ No. 16-08 and approve a five (5) year professional services contract with First Security Bank for the provision of Investment Management Services.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-16

6. **BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:** A resolution to award bid No. 16-36 and approve a contract with Donelson Construction Co., LLC in the amount of $217,855.00 for asphalt micro-surfacing of city streets at a cost of $2.33 per square yard, and to approve a project contingency in the amount of $21,786.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-16

7. **BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:** A resolution to award bid no. 16-47 and approve the purchase of a Meyer V Force Spreader from Countryside Farm and Lawn Equipment Company, Inc. in the amount of $29,395.00 for use at the Biosolids Management Site.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-16

8. **2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD :** A resolution acceptance of a 2016 Justice Assistance Grant Local Solicitation Award in the

amount of $81,531.00, of which $34,748.00 will be used by the Fayetteville Police Department, with $31,014.00 to be disbursed to the City of Springdale and $15,769.00 to Washington County, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-16

9. **FLINTLOCK DEVELOPMENT, LLC COST SHARE AGREEMENT :** A resolution to approve a 50/50 cost share agreement with Flintlock Development, LLC for construction of a sewer main along a portion of South Street between South College Avenue and East Huntsville Road at a total cost of $28,238.48.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-16

B. Public Hearing:

1. **RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE :** A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by C Holdings, LLC located at 1503 North Garland Avenue in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-16

C. Unfinished Business:

1. **RZN 16-5442 (2514 W. LORI RD./RAZORBACK GOLF COURSE):** An ordinance to rezone that property described in rezoning petition RZN 16-5442 for approximately 99.10 acres located at 2514 West Lori Road from r-a, residential agricultural; rsf-1, residential single family, one unit per acre and rsf-4, residential single family, 4 units per acre to nc, neighborhood conservation; r-a, residential agricultural and ns, neighborhood services.

THIS ORDINANCE WAS LEFT ON THE FIRST READING AND TABLED TO THE SEPTEMBER 20, 2016 CITY COUNCIL MEETING.

D. New Business:

1. **VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):** An ordinance to approve vac 16-5519 submitted by Milholland and Associates, Inc. for property located at the intersection of McMillan Drive and Wedington Drive to vacate a portion of a utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5899

2. **RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):** An ordinance to rezone that property described in rezoning petition rzn 16-5508 for approximately 35.98 acres located north of Colfax Loop from an expired r-pzd, residential planned zoning district to nc, neighborhood conservation and r-a, residential agricultural.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5900

3. **RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL :** An ordinance to rezone that property described in rezoning petition rzn 16-5500 for approximately 0.23 acres located at 335 East 7th Street from nc, neighborhood conservation to dg, downtown general.

   THIS ORDINANCE WAS LEFT ON THE FIRST READING.

4. **AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:** An ordinance to amend § 151.01 definitions, § 174.03 exemptions; § 174.04, § 174.10 on-site freestanding signs and § 174.12 wall signs to more closely conform to the latest united states supreme court decisions on sign ordinances and to declare an emergency.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5901

City Council Tour

Announcements

Adjournment: 6:59 p.m.

City Council Meeting: **September 6, 2016** **Adjourn:** 6:59 pm

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

8-0

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

Add: Remove from table

City Council Meeting: **September 6, 2016**

Subject:	**Consent**				
Motion To:		Approve			
Motion By:		Petty			
Seconded:		Marsh			
A.1 - A.9	**Schoppmeyer**	✓			
	La Tour	✓			
Minutes approved	**Long**	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	Absent			
Approved	**Petty**	✓			
154-16	**Tennant**	✓			
through 161-16	**Mayor Jordan**				
		7-0			

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

City Council Meeting: **September 6, 2016**

Subject:	**RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE**				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Long			
B. 1 Public Hearing	**Schoppmeyer**	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
Approved	**Kinion**	Absent			
	Petty	✓			
162-162	**Tennant**	✓			
	Mayor Jordan				

7-0

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

City Council Meeting: **September 6, 2016**

Subject:	**RZN 16-5442 (2514 W. LORI RD./RAZORBACK GOLF COURSE)**				
Motion To:		Remove from Table	Table to 9-20-16		
Motion By:		La Tour	Long		
Seconded:		Gray	Tennant		
C. 1 Unfinished Business Tabled to 9-20-16	**Schoppmeyer**	✓	✓		
	La Tour	✓	✓		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	absent	absent		
	Petty	✓	✓		
* Left on the First Reading	**Tennant**	✓	✓		
	Mayor Jordan				
		7-0	6-1	Tabled Left on first reading	

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

City Council Meeting: **September 6, 2016**

Subject:	**VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM)**				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Marsh	Tennant		
Seconded:		Tennant	Marsh		
D. 1 New Business	**Schoppmeyer**	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
Approved	**Marsh**	✓	✓	✓	
	Kinion	Absent	absent	absent	
5899	**Petty**	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:	**RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III)**				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Gray		
Seconded:		Tennant	Tennant		
D. 2 New Business	**Schoppmeyer**	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
approved	**Marsh**	✓	✓	✓	
5900	**Kinion**	Absent	absent	absent	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

City Council Meeting: **September 6, 2016**

Subject:	**RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL**				
Motion To:					
Motion By:					
Seconded:					
D. 3 New Business	**Schoppmeyer**				
	La Tour				
	Long				
	Gray				
	Marsh				
Left on the First Reading	**Kinion**				
	Petty				
	Tennant				
	Mayor Jordan				

Subject:	**AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS**				
Motion To:		Amend to new ord.	2nd Read	Amend	3rd Read
Motion By:		Petty	Gray	Long	Gray
Seconded:		Marsh	Marsh	La Tour	Marsh
D. 4 New Business	**Schoppmeyer**	✓	✓	N	✓
	La Tour	✓	N	✓	N
	Long	✓	✓	✓	✓
	Gray	✓	✓	N	✓
5901	**Marsh**	✓	✓	N	✓
	Kinion	Absent	absent	absent	absent
	Petty	✓	✓	N	✓
	Tennant	✓	✓	N	✓
	Mayor Jordan				
		7-0	6-1	2-5 Failed	6-1

City Council Meeting:

Subject:	Amend 151.01 Definitions				
Motion To:		Approve	Emergency Clause Approve		
Motion By:			Petty		
Seconded:			Marsh		
D.4 New Business Amend 151.01 Approved Emergency Clause	**Schoppmeyer**	✓	✓		
	La Tour	N	N		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	Absent	absent		
	Petty	✓	✓		
	Tennant	✓	✓		
	Mayor Jordan				
		6-1	6-1		

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

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

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: **September 7, 2016**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of September 6, 2016**

1. A resolution to approve an amendment to the contract with Fischer Snacks, LLC to provide for operation of the soccer concession stand at Kessler Mountain Regional Park.

2. A resolution to approve amendment no. 1 to the contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for additional construction materials testing related to the addition of a parking lot at Kessler Mountain Regional Park in an amount not to exceed $2,000.00.

3. A resolution to award RFP 16-02 and approve a one (1) year contract with automatic renewals for four (4) additional one (1) year terms with Johanson Consulting, Inc. D/B/A Johanson Group for a classification, compensation and benefits study in the amount of $45,725.00 for the first year, to approve an annual project contingency of $4,500.00 for ongoing market reviews and consulting services each year the contract is in effect, and to approve a one (1) year software license and support agreement with automatic renewals for four (4) additional one (1) year terms with DB Squared, LLC for dbcompensation software in the amount of $1,200.00 per month for the first three years and $250.00 per month for the last two years.

4. A resolution to award RFQ no. 16-08 and approve a five (5) year professional services contract with First Security Bank for the provision of investment management services.

5. A resolution to award Bid No. 16-36 and approve a contract with Donelson Construction Co., LLC in the amount of $217,855.00 for asphalt micro-surfacing of city streets at a cost of $2.33 per square yard, and to approve a project contingency in the amount of $21,786.00.

6. A resolution to award Bid No. 16-47 and approve the purchase of a Meyer V Force Spreader from Countryside Farm and Lawn Equipment Company, Inc. in the amount of $29,395.00 for use at the Biosolids Management Site.

7. A resolution authorize acceptance of a 2016 Justice Assistance Grant Local Solicitation Award in the amount of $81,531.00, of which $34,748.00 will be used by the Fayetteville Police Department, with $31,014.00 to be disbursed to the City of Springdale and $15,769.00 to Washington County, and to approve a budget adjustment.

8. A resolution to approve a 50/50 cost share agreement with Flintlock Development, LLC for construction of a sewer main along a portion of South Street between South College Avenue and East Huntsville road at a total cost of $28,238.48.

9. A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by C Holdings, LLC located at 1503 North Garland Avenue in the City of Fayetteville, Arkansas, and to approve a budget adjustment.

10. An ordinance to approve VAC 16-5519 submitted by Milholland and Associates, Inc. for property located at the intersection of Mcmillan Drive and Wedington Drive to vacate a portion of a utility easement.

11. An ordinance to rezone that property described in rezoning petition RZN 16-5508 for approximately 35.98 acres located north of Colfax Loop from an expired R-PZD, Residential Planned Zoning District to NC, Neighborhood Conservation and R-A, Residential Agricultural.

12. An ordinance to amend § 151.01 **Definitions**, § 174.03 **Exemptions**; § 174.04, § 174.10 **On-Site Freestanding Signs** and § 174.12 **Wall Signs** to more closely conform to the latest United States Supreme Court decisions on sign ordinances and to declare an emergency.

City of Fayetteville, Arkansas

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

Meeting Agenda - Final Agenda

Tuesday, September 6, 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:

1. 2016-0366

DEVELOPMENT SERVICES PRESENTATION - JEREMY PATE

2. 2016-0381

2016 2ND QUARTER FINANCIAL REPORT - PAUL BECKER

Agenda Additions:

A. Consent:

A. 1 2015-0654

APPROVAL OF THE AUGUST 16, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0371

FISCHER SNACKS, LLC:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH FISCHER SNACKS, LLC TO PROVIDE FOR OPERATION OF THE SOCCER CONCESSION STAND AT KESSLER MOUNTAIN REGIONAL PARK

Attachments: FISCHER SNACKS, LLC

A. 3 2016-0384

GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR ADDITIONAL CONSTRUCTION MATERIALS TESTING RELATED TO THE ADDITION OF A PARKING LOT AT KESSLER MOUNTAIN REGIONAL PARK IN AN AMOUNT NOT TO EXCEED $2,000.00

Attachments: GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1

A. 4 2016-0372

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF $45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF $4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF $1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND $250.00 PER MONTH FOR THE LAST TWO YEARS

Attachments: RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP

A. 5 2016-0387

RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:

A RESOLUTION TO AWARD RFQ NO. 16-08 AND APPROVE A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

Attachments: FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT

A. 6 2016-0373

BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:

A RESOLUTION TO AWARD BID NO. 16-36 AND APPROVE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF $217,855.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF $2.33 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $21,786.00

Attachments: BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC

A. 7 2016-0379

BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID NO. 16-47 AND APPROVE THE PURCHASE OF A MEYER V FORCE SPREADER FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE AMOUNT OF $29,395.00 FOR USE AT THE BIOSOLIDS MANAGEMENT SITE

Attachments: BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, IN

A. 8 2016-0383

2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF $81,531.00, OF WHICH $34,748.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH $31,014.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND $15,769.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SRP - JAG Local 2016

BA - JAG Local 2016

A. 9 2016-0407

FLINTLOCK DEVELOPMENT, LLC COST SHARE AGREEMENT:

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH FLINTLOCK DEVELOPMENT, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF SOUTH STREET BETWEEN SOUTH COLLEGE AVENUE AND EAST HUNTSVILLE ROAD AT A TOTAL COST OF $28,238.48

Attachments: Agenda Packet Flintlock Development

B. Public Hearing:

B. 1 2016-0377

RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY C HOLDINGS, LLC LOCATED AT 1503 NORTH GARLAND AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE

BA _RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENI

C. Unfinished Business:

C. 1 2016-0328

THIS ORDINANCE MAY BE REMOVED FROM THE TABLE AT THE SEPTEMBER 6, 2016 CITY COUNCIL MEETING

RZN 16-5442 (2514 W. LORI RD./RAZORBACK GOLF COURSE):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5442 FOR APPROXIMATELY 99.10 ACRES LOCATED AT 2514 WEST LORI ROAD FROM R-A, RESIDENTIAL AGRICULTURAL; RSF-1, RESIDENTIAL SINGLE FAMILY, ONE UNIT PER ACRE AND RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION; R-A, RESIDENTIAL AGRICULTURAL AND NS, NEIGHBORHOOD SERVICES

(LEFT ON FIRST READING)

Attachments: RZN 16-5442 (2514 W. LORI RD./RAZORBACK GOLF COURSE)

At the August 2, 2016 City Council Meeting this ordinance was tabled indefinetly. At the July 19, 2016 this ordinance was left on the first reading.

D. New Business:

D. 1 2016-0376

VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):

AN ORDINANCE TO APPROVE VAC 16-5519 SUBMITTED BY MILHOLLAND AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE INTERSECTION OF MCMILLAN DRIVE AND WEDINGTON DRIVE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNES

D. 2 2016-0378

RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5508 FOR APPROXIMATELY 35.98 ACRES LOCATED NORTH OF COLFAX LOOP FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III)

D. 3 2016-0382

RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5500 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 335 EAST 7TH STREET FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

Attachments: 16-5500 RZN CC Appeal

D. 4 2016-0380

AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

Attachments: AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-S

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

H. 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.

Added at the August 30, 2016 City Council Agenda Session

Legistar ID No.: 2016-0407

AGENDA REQUEST FORM

FOR: Council Meeting of September 6, 2016

FROM:
City Council Member Mark Kinion

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH FLINTLOCK DEVELOPMENT, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF SOUTH STREET BETWEEN SOUTH COLLEGE AVENUE AND EAST HUNTSVILLE ROAD AT A TOTAL COST OF $28,238.48

APPROVED FOR AGENDA:

City Council Member Mark Kinion — Date 8/30/16

Assistant City Attorney Blake Pennington (as to form) — Date 8/30/16

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: August 30, 2016

SUBJECT: **Cost Share Agreement with Flintlock Development, LLC**

RECOMMENDATION:
Staff recommends approval of a cost-share agreement between the City of Fayetteville and Flintlock Development, LLC, to share the costs of installing a sewer main in South Street between E. College Avenue and E. Huntsville Road. The estimated total cost of the project is $28,238.48, with a 20% contingency. The cost share for Flintlock is one-half the estimated project cost and contingency, in the amount of is $14,119.24.

BACKGROUND:
Flintlock Development has requested that the City construct and share in the cost of installing an 8-inch sewer main on a portion of South Street between S. College Avenue and E. Huntsville Road, a distance of approximately 390 feet, so that the Flintlock may further develop the property adjacent to South Street.

DISCUSSION:
This cost-share is providing sewer service to an infill project, increasing the population density in this area. This area is not currently provided sewer service. Additionally, the addition of the 8-inch main will also allow for ample future capacity which will be necessary for that area.

BUDGET/STAFF IMPACT:
The Water & Sewer Division will be able to provide the labor and equipment needed without impeding upon the overall mission of the Utilities Department.

Attachments:
Staff Review Form
Cost-Share Agreement
Map of Area

CONTRACTUAL AGREEMENT FOR COST SHARE OF SEWER MAIN INSTALLATION COSTS

This Agreement, made and entered into on this _____ day of September, 2016, by and between the City of Fayetteville, Arkansas ("City") and Flintlock Development, LLC ("Flintlock"), witnesseth:

WHEREAS, Flintlock has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of South Street between S. College Ave. and E. Huntsville Road, a distance of approximately 390 feet, so that Flintlock may further develop the property adjacent to South St.; and

WHEREAS, constructing this segment of 8-inch main will allow Flintlock to develop the property, and also allow for ample future capacity which the City recognizes will be necessary for the area that is served by this sewer main; and

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Flintlock Development, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

    A. Furnish the labor, materials, and equipment to install approximately 390 linear feet of 8-inch sewer main on South Street between S. College Ave. and E. Huntsville Rd.

    B. Bear any costs associated with the sewer main installation that exceed the amount Flintlock agrees to pay below.

2. Flintlock Development, LLC agrees to:

    A. Reimburse the City for one-half of the cost of the sewer main installation up to a maximum-not-to-exceed amount of **$14,119.24** which represents one-half of the project cost and one-half of the contingency cost estimated by the City of Fayetteville.

    B. Make payment to the City of Fayetteville within thirty (30) days after receipt of a valid invoice.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

FLINTLOCK DEVELOPMENT, LLC

By: _____
ALLISON THURMOND QUINLAN
Managing Member

ATTEST:

By: _____

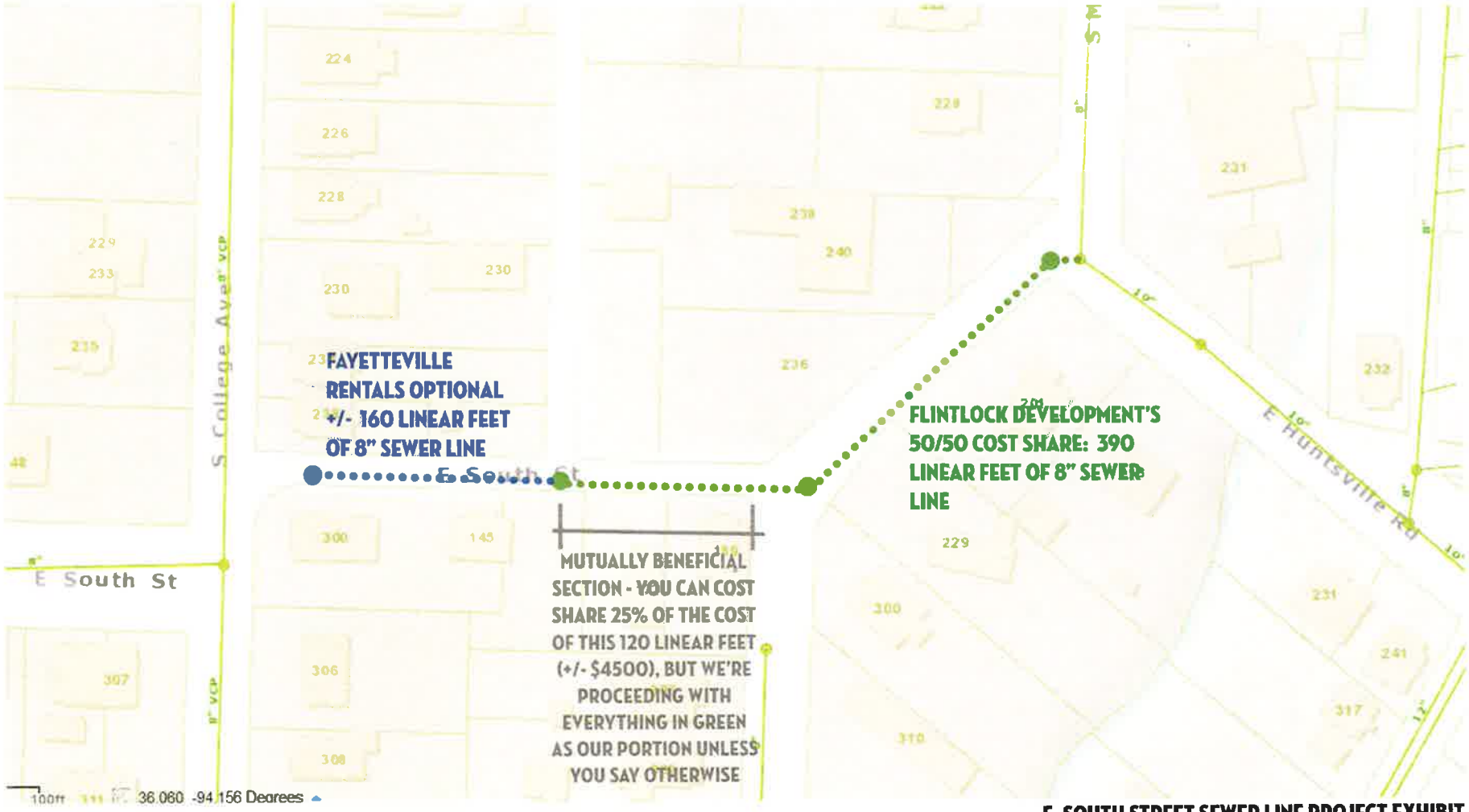
HAILEY KING
Arkansas - Washington County
Notary Public - Comm # 12696403
My Commission Expires Jan 18, 2026

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



E. SOUTH STREET SEWER LINE PROJECT EXHIBIT
08-26-2016

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
August 16, 2016

A meeting of the Fayetteville City Council was held on August 16, 2016 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Fayetteville Natural Heritage Association Check Presentation

Jennifer Ogle, Chair of the Fayetteville Natural Heritage Association: We are a local organization that is committed to conserving natural areas in Fayetteville. We are a funding partner in the acquisition of Kessler Mountain. We have committed to raising $300,000 to help cover a portion of the purchase price of this important urban natural area. Thank you for reserving a portion of that money towards doing some really great opportunities for Kessler Mountain. Thank you for your dedication to conservation in Fayetteville. I would like to present a check for $60,000.

UNOFFICIAL

Mayor Jordan: This is not the first time we have partnered with the Fayetteville Natural Heritage Association. You have always been a great partner for us. You always put your heart into this city and your investments. Thank you on behalf of myself, citizens, and the City Council for this wonderful check.

Consent:

Approval of the August 2, 2016 City Council Meeting Minutes.

Approved

NWA Regional Airport and NWA Council Foundation Coop Agr.: A resolution to approve the cooperative agreement between the City of Fayetteville, Northwest Arkansas Regional Airport (XNA), and the Northwest Arkansas Council Foundation regarding the placement of wayfinding signs directing travelers to and from the airport within the public rights-of-way at no cost to the city.

Resolution 150-16 as recorded in the office of the City Clerk

Mitchell, Williams, Selig, Gates & Woodyard, PLLC: A resolution to approve Amendment No. 4 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of $15,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission, and to approve a budget adjustment.

Resolution 151-16 as recorded in the office of the City Clerk

CDI Contractors, LLC: A resolution to approve a budget adjustment in the amount of $11,820.00 recognizing revenue from CDI Contractors, LLC for its share of costs for repairs to Wilson Avenue.

Resolution 152-16 as recorded in the office of the City Clerk

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

Unfinished Business:

Amend §164.23 Single-Family Infill Standards: An ordinance to authorize the City Council to grant a variance in the Single-Family Infill Standards to support attainable, affordable housing. *At the August 2, 2016 City Council meeting this ordinance was Left on the Second Reading and sent to Ordinance Review Committee.*

Alderman Tennant: The Ordinance Review Committee met. We heard from members of the public. We had a good discussion with the committee members as well as city staff. Thank you to

UNOFFICIAL

city staff for their participation. Kit and Andrew gave us some good changes I thought needed to be made and the committee voted unanimously in that same way. Kit will give an overview of a couple of proposed changes.

City Attorney Kit Williams: The committee favored what Planning had suggested. They focused the ordinance and code section on truly small lots, which are now 50 feet wide and smaller. This resolves a lot of the issues that we had. Secondly, in the purpose section, I kept what was in there already, but added aesthetics, that was something that can support this ordinance. As City Attorney I would like to see this because that has been recognized by the Supreme Court as a valid concern of the cities. If this ordinance was ever challenged I would like to have that in there to defend the ordinance. I spoke to the Ordinance Review Committee and said I might want to put back in some of the wording that Planning had initially removed. That wording was, when a garage opening might be more than 50% of the front of the facade of the house, which if you are going to have a two car garage and a very small lot it might be more than 50%. It might be impossible not to build it that way. What Planning had in before we replaced. It has to be a two story house so that the second story would have windows facing the front and/or you could have a deck or balcony that would extend up to be flush with the garage for both aesthetic reasons and to keep eyes on the street. Rather than reading an ordinance we don't need anymore, I would like a motion to do what the Ordinance Review Committee unanimously recommended and to change the current ordinance to the one that has been presented to you tonight.

Alderman Tennant stated these changes need to be made for both the current developer that has the situation and anything else. He stated some hard work is going to have to go into making some big changes and this is the way to do it right now.

A discussion followed about the amendment procedure.

Alderman La Tour: I voted as part of the unanimous vote in the Ordinance Review Committee for this change. We are losing our freedom when the city can tell you where to place your garage. That decision should be made by the homeowner, his builder, and architect. I voted for this provision because it is lessening the impact. It is disrespectful to people to call their home a snout house. Some people enjoy having their garages a little ahead of their front door. I would like for City Council to refrain from calling it a snout house in our publications and discussions.

Alderman Marsh: What happened to the part about affordable housing? It was my understanding that was the primary motivation behind looking at this ordinance.

City Attorney Kit Williams: The affordable housing was in relation to if we were going to have a variance procedure in front of the City Council. The variance procedure will no longer be part of this ordinance if you agree to this amendment. I thank Alderman Schoppmeyer for sponsoring the previous proposed amendment. Part of the reason for that was to make sure the City Council knew there had been some problems with this particular ordinance. I didn't want to suggest any real substantive changes. This is the recommendation of the Planning Department to make these modifications and I join in that recommendation. This is the reason I didn't talk about affordable or attainable housing since that variance procedure is no longer part of that ordinance.

UNOFFICIAL

Alderman Marsh: This is no longer about creating affordable housing. It is about making it easier for developers?

City Attorney Kit Williams: It does help affordable housing. If we had continued with the ordinance where it's less than 70 feet and you have to have the garages recessed and not just flush, then that could be expensive for homebuyers. Even though this isn't the major purpose of this particular ordinance, it is one affect in helping affordability and attainability of houses.

Mark Marquess, Riverwood Homes thanked staff, Kit Williams, Mayor Jordan, and City Council for being a champion of affordable housing. He spoke in favor of the amendment.

Aaron Worth, Cobblestone Homes voiced his concerns about the ordinance. He believes that 50 foot is a step in the right direction. He stated he is building houses as affordable as possible.

Lorraine O'Neal, 3001 West Wedington thanked the Ordinance Review Committee for their work on the ordinance. She stated it is a step in the right direction.

Alderman Marsh: We just received this information today. I have an issue with sending it to the third reading. When we pass these too quickly the media doesn't have time to report it. Citizens aren't aware of what we are doing and don't have an opportunity to give feedback.

A discussion followed about leaving it on the third reading or tabling the item.

Alderman La Tour stated it shouldn't be delayed another two weeks.

Alderman Petty moved to amend the ordinance to the new ordinance that City Attorney Williams presented. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams: The only reason I'm asking for you to suspend the rules and go to the third and final reading is because we haven't actually read this before. If anybody would want to challenge this procedurally, that motion would be enough to qualify for three readings at this point.

Alderman Marsh: Because we haven't read it before it is important to hold it where it is and give the community an opportunity to learn what we are doing.

Alderman Schoppmeyer moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-1. Alderman Marsh voting no.

City Attorney Kit Williams read the ordinance.

Alderman Petty: I am going to support this. This is part of a broader recognition we need to have as a Council and as administration. Our design standards are written incorrectly, if not broken. I'm not saying we should throw them out, but they need to be recalibrated according to what we already

UNOFFICIAL

have and what we really want. Whether it is the Downtown, Urban Residential or Single-Family standards, there are a lot of instances when reading the code and looking at the kinds of projects that are feasible, you can find fine lines in the code that probably need to be struck or closely looked at. I'm hopeful this conversation in addition to what we are doing with the developer and input groups will lower our barriers to good development. I hope we can take all of that and approach that conversation in good faith. It is something that needs to happen and is probably one of the highest barriers we have to the kind of development we say we want in our 2030 Plan.

Alderman Marsh: Snout houses is the accepted architectural term for a house with a protruding garage that takes up most of the facade. This is an appropriate architectural term.

Mayor Jordan: We have been meeting with developers for about the last seven months on a lot of these things. This one just occurred. I told Mark we would come up with something to fix this and that is why I wanted the Ordinance Review Committee to weigh in on it.

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

Ordinance 5895 as Recorded in the office of the City Clerk

New Business:

RZN 16-5474 (South of 1297 E. Farmers Rd./Hale): An ordinance to rezone that property described in Rezoning Petition RZN 16-5474 for approximately 1.28 acres located South of 1297 East Farmers Road from R-A, Residential Agricultural and RSF-4, Residential Single Family, 4 units per acre to RSF-7, Residential Single Family, 7 units per acre.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission recommended approval unanimously. Staff is supporting the request.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

UNOFFICIAL

Ordinance 5896 as Recorded in the office of the City Clerk

Kessler Mountain Conservation Easement: A resolution to authorize Mayor Jordan to sign a Grant of Conservation Easement to the Northwest Arkansas Land Trust for the preservation of Kessler Mountain.

Jeremy Pate, Director of Development Services gave a brief description of the resolution. He voiced his appreciation to the Fayetteville Natural Heritage Association and citizens for their support. He thanked the City Attorney office and Parks & Recreation office for their work on reviewing the document. He also thanked Terri Lane, Executive Director of the Northwest Arkansas Land Trust. Staff is recommending approval of the easement document.

Terri Lane, Executive Director of the Northwest Arkansas Land Trust: Thank you for allowing us to be a partner in permanently protecting this very important natural area in our growing region. These natural amenities are important to our community and to future generations. This project is a shining example for the rest of the region of the different partnerships that can come together to protect these places in our region. No one entity can do all of this alone.

Alderman La Tour: I'm having a hard time supporting the resolution. I have nothing against conservation. I question the wisdom of encumbering this land for eternity and perpetuity. I would rather see us grant the easement with some limit on it. Maybe 100 or 200 years. This area may be surrounded by metropolitan development for ten miles on all sides. We have encumbered the land and can only be used for one purpose. I would rather leave people in the future to decide its best use at that point.

City Attorney Kit Williams informed the City Council that the million and a half dollar grant from the Walton Family Trust required the conservation easement to be perpetual. He stated the more Fayetteville grows, the more important it is to have hundreds of acres preserved. He stated if the city grew all the way around Kessler Mountain it would be even more important, just like Central Park is important to New York City.

Alderman Long: This is such a great thing because the Northwest Arkansas Land Trust went into a cooperative agreement with the city and put up money.

Mayor Jordan: It is important we support our natural heritage. Once it is gone, it doesn't come back. The reason I support preserving that urban forest for our kids. We are going to be gone, but they are going to remain. If this city lasts 10,000 years, they aren't going to remember any of us up here. They are going to walk on Kessler Mountain and they are going to be glad someone had the forethought to think about the future of the city and their children.

Alderman Petty moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 7-1. Alderman La Tour voting no.

Resolution 153-16 as recorded in the office of the City Clerk

UNOFFICIAL

RZN 16-5483: (NE Corner of Morningside & 15th St./Rausch Coleman): An ordinance to rezone that property described in Rezoning Petition RZN 16-5483 for approximately 36 acres located at the Northeast Corner of Morningside and Fifteenth Street from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation, subject to a Bill of Assurance.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted in favor 6-0. Staff recommends approval.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Alderman Marsh: I have not received any citizen feedback on this proposed rezoning. I applaud the applicant for the conservation areas to protect water quality.

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

Ordinance 5897 as Recorded in the office of the City Clerk

RZN 16-5501 (1030 S. College Ave./K. Smith): An ordinance to rezone that property described in Rezoning Petition RZN 16-5501 for approximately 0.17 acres located at 1030 South College avenue from NC, Neighborhood Conservation to NS, Neighborhood Services.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. The Planning Commission voted 8-1 in favor. Staff did not support the request.

Alderman Long: There was a part time landscape business owner two streets south of this. He had to close his business and move to Springdale because we didn't allow things like this. It is not consistent with the surrounding zoning. Would you consider this to be fair to that business if we allow this to be rezoned to a zoning classification that allows a business like this to be done by right?

Jeremy Pate: I'm not sure about the fairness issue. In that particular case of the landscaping business, we had received complaints from neighbors about the storing of trash and debris on the

UNOFFICIAL

site. They gathered in the mornings with their crews and it was a disruption to the neighborhood. I spoke with the business owner. They understood and were willing to find another location. They had an option to request the rezoning of the property, but they chose to not pursue that. This particular site, they could request a conditional use permit. It could stay the same zoning and they can request a conditional use permit for the very use they are proposing. The challenge for the property owner is if they change that use or if someone wanted to move in that's different than the business, they would have to request another conditional use permit. There is never a guarantee they could utilize the property as such. The other difference is this has not been a residential building historically for many years. It has been a church for as long as most people can remember, whereas the others have been a house.

Alderman Long: I wanted to get some background and perspective. Thank you.

Keaton Smith, Applicant: Because it has always been a church, the building is not suitable for residential use in anyway. It doesn't have shower facilities. It lends itself to more of a commercial use. We are not planning to change the structure or the footprint of the building, other than painting. Maintaining the footprint of the building and the historical use of the building would maintain the historical nature of it and keep the context of the neighborhood intact. This would allow us a little bit more flexibility and we wouldn't have to add residential facilities to a historically non-residential building. We collected some letters of support from neighbors. Looking at the Walker Park Neighborhood Master Plan and City Plan 2030, the request falls in line with those goals.

Alderman Long: With the church being there, I hope you grow to the point where you eventually need a larger facility. Do you think that puts the neighborhood in any kind of situation with the property being rezoned because a person that moves in to purchase the property would then be dealing with a different use by right.

Keaton Smith: In terms of the risk to the neighborhood of a commercial use that's unfavorable or disruptive to the neighborhood moving in, I believe the risk is low because the site is small. What's allowed in Neighborhood Services is such a light commercial use. It is professional offices and a cafe or coffee shop would require a conditional use permit. I can't imagine the property being redeveloped in a way that would create a disruptive commercial use by right in this zoning category.

Alderman Long: Thank you.

Alderman Petty: Is it true that you have a pending lease on the property?

Keaton Smith: Yes.

Alderman Petty: Could you tell us what that is?

Keaton Smith: It is a local non-profit theater company that plans to use it for office and studio space.

UNOFFICIAL

Alderman Petty: If this rezoning request is denied and you elect to come back for a conditional use permit, will the subsequent delay mean you lose that lease?

Keaton Smith: Yes. At the very least it will delay it.

Alderman Petty: I am inclined to support the request, and not because there's a pending lease. I read through the staff report and it seems a little bit confusing on the compatibility standpoint. It starts out saying this requested rezoning is consistent in terms of development to the north, east, and south. It then ends the paragraph saying it is not compatible because it is mid-block. We should temper the commitment to putting things on corner blocks in this case. It is an unusual pattern in that neighborhood. With regards to the uses that are allowed in Neighborhood Services, the commercial uses are extraordinarily limited in Neighborhood Services. It's really only what's called limited business. The requested rezoning is generally compatible with everything around it. I support this without reservation.

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

City Attorney Kit Williams read the ordinance.

Alderman Gray: I had one person from the neighborhood call me. They were concerned we were going to be making everything on that block commercial. I assured her I did not see that happening.

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 unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Marsh: This project is entirely consistent with our 2030 City Plan. While I do agree that staff had some reasonable concerns about introducing commercial mid-block, I want to remind the Council that this is only 0.17 acres. It is an important piece of the architectural heritage of that neighborhood. This is a great new use that will bring some jobs to the neighborhood.

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

Ordinance 5898 as Recorded in the office of the City Clerk

<u>Announcements:</u>

Don Marr, Chief of Staff: Welcome to all of our University of Arkansas students. We encourage them to check out our City of Fayetteville website for activities taking place throughout the city.

UNOFFICIAL

The Kessler Mountain Regional Park grand opening will be August 20, 2016 from 8:00 a.m. to noon. This has been a long time coming and we are looking forward to celebrating the opening of our park.

City Council Agenda Session Presentations:

Agenda Session Presentation - Dr. Matthew Wendt, new Superintendent of the Fayetteville Public School District, will introduce himself and share goals for the Fayetteville Public Schools and provide thoughts on collaboration and partnership opportunities between Fayetteville Public Schools and the City of Fayetteville.

City Council Tour: None

Adjournment: 6:38 p.m.

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

UNOFFICIAL

Smith, Lorinda

From: Pennington, Blake
Sent: Friday, September 30, 2016 10:35 AM
To: Smith, Lorinda; CityClerk
Subject: FW: Legistar 2016-0378 - Rezoning 16-5508 (Colfax Loop)
Attachments: 16-5508 CC EX A.pdf; 16-5508 CC EX B.pdf

These are the correct exhibits. Thanks.

Blake

--
Blake E. Pennington
Assistant City Attorney
Tele: (479) 575-8313
bpennington@fayetteville-ar.gov

From: Mulford, Patti
Sent: Wednesday, September 21, 2016 3:15 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: FW: Legistar 2016-0378 - Rezoning 16-5508 (Colfax Loop)

Lorinda would like a written response that the exhibits attached are the correct revisions. Thanks.

Patti

From: Curth, Jonathan
Sent: Wednesday, September 14, 2016 11:35 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Garner, Andrew <agarner@fayetteville-ar.gov>; Mulford, Patti <pmulford@fayetteville-ar.gov>; Smith, Sondra <ssmith@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Legistar 2016-0378 - Rezoning 16-5508 (Colfax Loop)

All,

Please find attached the revised Exhibits 'A' and 'B' for the rezoning request north of Colfax Loop (Project Number 16-5508; Legistar Number 2016-0378).

Please advise whether further changes need to be made, or if these need to be uploaded to Legistar, and I will be happy to oblige.

Thanks,

Jonathan Curth
Senior Planner
City Planning Division
City of Fayetteville, Arkansas

jcurth@fayetteville-ar.gov
479.575.8308

Website | Facebook | Twitter | Youtube

From: Garner, Andrew
Sent: Tuesday, September 13, 2016 2:00 PM
To: Curth, Jonathan <jcurth@fayetteville-ar.gov>
Subject: FW: Legistar 2016-0378 - Rezoning 16-5508 (Colfax Loop)

Jonathan,
After consultation with the city attorney and city clerk's offices on this topic they need us to revise exhibits 'A' and 'B' on this item to remove reference to RSF-8 and change it to NC, Neighborhood Conservation and email it to the City Clerk's office.

Please cc me on your email.

Thanks,
Andrew

From: Pennington, Blake
Sent: Friday, September 09, 2016 2:02 PM
To: Garner, Andrew; Williams, Kit
Cc: Mulford, Patti; CityClerk; Smith, Sondra
Subject: Legistar 2016-0378 - Rezoning 16-5508 (Colfax Loop)

Andrew and Kit,

Sondra caught an issue with the ordinance for this rezoning. The ordinance does not match up with the map and legal description because the Planning Commission and City Council approved a zoning (NC) that the applicant didn't request. Applicant requested RSF-8 but consented (I think somewhat grudgingly) to the change to NC when it was at the City Council.

What that led to was a city council memo and exhibits that reflected the applicant's request but the ordinance included the recommendation of the planning commission. I'm not sure how you want to handle this – whether the current exhibits are modified or if you add alternative Exhibits C and D that reflect the PC recommendation and what the City Council approved.

Thanks,

Blake

--
Blake E. Pennington
Assistant City Attorney
113 W. Mountain St., Suite 302
Fayetteville, Arkansas 72701
Telephone: (479) 575-8313
bpennington@fayetteville-ar.gov

OFFICE OF THE
CITY ATTORNEY

Facebook | Twitter | Instagram | YouTube

OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council
Sondra Smith, City Clerk

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

FROM: **Kit Williams**, City Attorney

DATE: **September 1, 2016**

RE: **Sign Ordinance Amendments**

Attached please find a proposed new page four for the Signs Chapter amendments to comply with the City Council's request to continue the Signs Chapter's current limited authorization for A-frame sandwich boards on sidewalks {§ 174.08 (C)}.

I believe this exception can be constitutionally justified as it is based upon a property owner's lack of available space to install a normal free standing sign because the building abuts the sidewalk. Thus, it is not content based, but a reasonable place and manner regulation. Even though I believe § 173.03 (H) includes a property owner's right (everywhere and for all authorized signs) to substitute a non-commercial sign for any commercial sign including this A-frame sandwich board sign, I thought it would not hurt to place that right expressly into this subsection.

I will ask the City Council to pass this amendment to what I initially had presented before I read the ordinance so it can be read in its final form (hopefully) on its first reading.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.03 (P) and enacts a replacement § 174.03 (P) as follows:

"§ 174.03 (P) *Freestanding bulletin board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one free standing bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be ten square feet and must be set back a minimum of fifteen feet from the street right of way. The school or church may enlarge the bulletin board up to maximum of twenty-four square feet by moving it back from street right of way one additional foot for each two square feet of display surface area in excess of the normal ten square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this Chapter."

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.04 in its entirety and enacts a replacement § 174.04 as follows:

"§ 174.04 **Number of signs.**

For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner, without organized relationship to elements, or where there is a reasonable doubt as to the relationship of elements, each element shall be considered to be a single sign."

Section 9. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.07 **Placing Signs On Public Property** in its entirety and enacts a replacement § 174.07 as follows:

"§ 174.07 **Only Governmental Entities May Place Signs On Public Property.**

(A) No signs other than signs installed, placed, owned, required or controlled by the City of Fayetteville, Washington County, the State of Arkansas and the United States of America or their agencies or subdivisions shall be erected on any public property or right of way except under circumstance set forth in (B) because the property owner has no available frontage property where a freestanding sign could be installed.

New language

(B) If a property owner's building abuts a sidewalk within city right of way or on city property so that there is no space outside city right of way for the placement of a normal free standing sign, then the property owner may place one freestanding 'A' frame sandwich board on the property as permitted in § 174.08 (C). A non-commercial sign of identical size, shape and under the same limitations may be substituted for the 'A' frame sign pursuant to § 173.03 (H)."

Section 10. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.10 **On-Site Freestanding Signs** by moving zoning district P-1, Institutional from (A)(3) to (A)(4), from (B)(2)(d) to (B)(2)(f), and from (D)(1) to (D)(2).

Section 11. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.12 **Wall Signs** by moving zoning district P-1, Institutional from § 172.12 (C) to § 174.12 (D).

Section 12. **Emergency Clause**. In order to comply with the most recent United States Supreme Court decision concerning non-commercial signs and their use in general elections, and to protect the basic constitutional rights, health, safety and peace of Fayetteville citizens during the campaign period prior to the general election, this ordinance needs to become immediately effective. Therefore, the City Council declares an emergency exists and that to protect the health, safety and peace of Fayetteville citizens, this ordinance shall take immediate effect upon its passage and approval.

PASSED and **APPROVED** this 20th day of September, 2016.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk/Treasurer

Kit handed out at the 9-6-16 City Council meeting
Amend 151.01 & 174.03

DEPARTMENTAL CORRESPONDENCE

OFFICE OF THE
CITY ATTORNEY

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

FROM: **Kit Williams**, City Attorney

DATE: **September 6, 2016**

RE: **"A" frame sign amendment for the Sign Ordinance**

Attached is the original ordinance I provided you with the amendment that I sent to you last week inserted to comply with your request that I ensure that "A" frame sandwich board signs continue to be allowed on some city sidewalks (which must remain compliant with the Americans with Disabilities Act).

Before I read this whole ordinance, I request (if you are satisfied with this proposed amendment to allow "A" frame signs to continue to be allowed) that someone please move to amend the ordinance supplied in your Agenda Packet to the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

WHEREAS, Chapter 174 **Signs** has long preserved the health, safety and welfare of Fayetteville citizens and businesses while ensuring the free speech rights of all; and

WHEREAS, Chapter 174 **Signs** has been repeatedly upheld as legal and constitutional both by the Arkansas Supreme Court and the Eighth Circuit Court of Appeals; and

WHEREAS, the latest plurality decision by the United States Supreme Court, *Reed v. Town of Gilbert*, casts some doubt upon the descriptive use of religious or political signs such that these terms should be removed from our **Signs** Chapter of the U.D.C. and replaced with the more generic term "noncommercial" signs; and

WHEREAS, six Justices of the United States Supreme Court expressly or implicitly agreed with Justice Alito's concurrence in *Reed v. Town of Gilbert* explaining and clarifying that cities could constitutionally regulate "the size of signs," "the location in which signs may be placed," "distinguish between free-standing signs and those attached to buildings," "between lighted and unlighted signs," "signs with fixed messages and electronic signs with messages that change," "distinguishing between the placement of signs on commercial and residential property," "distinguishing between on-premise and off-premise signs," "restricting the total number of signs," and "time restrictions on signs advertising a one-time event;" and

WHEREAS, Justice Alito both in this Concurrence and his Opinion for the United States Supreme Court in *Pleasant Grove City v. Summun* in 2009 reaffirmed a city's right to "speak for itself," "say what it wishes and select the views that it wants to express," because "the Government's own speech...is exempt from *First Amendment* scrutiny," and

WHEREAS, the City Council has determined that artistic murals hand painted on a building's wall without advertising, commercial logos or depictions of commercial activities are not signs for the purpose of the Chapter 174 **Signs** of the Unified Development Code; and

WHEREAS, governments are not allowed to favor commercial speech over religious, political and other non-commercial speech so that non-commercial entities in P-1 Institutional zoning districts should be treated similarly to Commercial businesses in commercially zoned districts concerning the permitted size, number and location of signs; and

WHEREAS, the larger buildings "owned by larger public institutions and church related organizations" in P-1, Institutional zoning districts should be allowed to have similar sized signs as commercial and industrial districts rather than be limited to residential and office zoning districts size limitations.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 151.01 **Definitions** of the Unified Development Code by repealing the definition of "*Bulletin board*" and the definition of "*Sign*" and enacting a replacement definition of "*Sign*" as shown below:

"*Sign. (Signs)* Only those commercial and non-commercial signs that are in view of the general public from a public right of way or public property shall be regulated pursuant to Chapter 174 **Signs**. Signs within buildings not generally visible outside the building are not regulated.

(1) *Non-Commercial Sign.* A device or display including flags and attraction devices commonly referred to as a sign that does not advertise a product or service or relate to a business purpose, does not propose a commercial transaction nor relate to economic interests including offices and studios.

(2) *Commercial Sign.* A device or display including flags and attraction devices commonly referred to as a sign that does not meet the definition of a non-commercial sign nor a government sign.

(3) *Government Sign.* A device or display including flags commonly referred to as a sign that is installed, owned, required or controlled by the City of Fayetteville, County of Washington, State of Arkansas, the United States of America or any agencies or subdivisions of such governmental bodies.

(4) *Artistic murals.* Artistic murals hand painted on a building's wall without advertising, commercial logos or depictions of commercial activities are not signs for the purposes of Chapter 174 **Signs**."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (c) by changing its table to appear as follows:

"District	Permitted Illumination	Area (square footage)
RA	Non-illuminated	32
P-1, C, I, UT, DC, MSC, CPZD	Illuminated	32
All other districts	Non-illuminated	8"

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (H)(1) by repealing that subsection's introductory language and all of (1) and enacts the following replacement language:

"(H) *Non-Commercial Signs.* Non-Commercial signs are permitted to be placed on private property by the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) In districts where most signs are not permitted (primarily residential districts), one non-commercial sign may be erected subject to the limitations stated in § 174.03 (C) for real estate signs."

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (H)(3) by repealing it in its entirety and enacting a replacement (H)(3) as shown below:

"(H)(3) All districts. In addition to the non-commercial sign allowed above, sixty days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in § 174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be removed by the property owner within three days of the election which authorized the signs' installation."

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (J) *Banners* by repealing all the introductory language and all of subsection (J)(1) and by enacting the following:

"(J) *Banners*. Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

1. *Non-Commercial banners and large signs.*

(a) *Residential zones including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD.* In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one large temporary non-commercial sign of up to 32 square feet no more than sixty days prior to (and to be removed within three days following) an election.

(b) *All other zones.* The owner of a parcel may install one large temporary non-commercial sign of up to 32 square feet no more than sixty days prior to (and to be removed within three days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two weeks prior to (and to be removed within three days following) the election."

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (L) *Signs on windows* by repealing it in its entirety and enacting a slightly modified replacement as follows:

"(L) *Signs on windows*. Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to § 174.12 **Wall signs**."

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.03 (P) and enacts a replacement § 174.03 (P) as follows:

"§ 174.03 (P) *Freestanding bulletin board.* A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one free standing bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be ten square feet and must be set back a minimum of fifteen feet from the street right of way. The school or church may enlarge the bulletin board up to maximum of twenty-four square feet by moving it back from street right of way one additional foot for each two square feet of display surface area in excess of the normal ten square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this Chapter."

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.04 in its entirety and enacts a replacement § 174.04 as follows:

"§ 174.04 **Number of signs.**

For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner, without organized relationship to elements, or where there is a reasonable doubt as to the relationship of elements, each element shall be considered to be a single sign."

Section 9. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.07 **Placing Signs On Public Property** in its entirety and enacts a replacement § 174.07 as follows:

"§ 174.07 **Only Governmental Entities May Place Signs On Public Property.**

(A) No signs other than signs installed, placed, owned, required or controlled by the City of Fayetteville, Washington County, the State of Arkansas and the United States of America or their agencies or subdivisions shall be erected on any public property or right of way except under circumstance set forth in (B) because the property owner has no available frontage property where a freestanding sign could be installed.

(B) If a property owner's building abuts a sidewalk within city right of way or on city property so that there is no space outside city right of way for the placement of a normal free standing sign, then the property owner may place one freestanding 'A' frame sandwich board on the property as permitted in § 174.08 (C). A non-commercial sign of identical size, shape and under the same limitations may be substituted for the 'A' frame sign pursuant to § 173.03 (H)."

Section 10. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.10 **On-Site Freestanding Signs** by moving zoning district P-1, Institutional from (A)(3) to (A)(4), from (B)(2)(d) to (B)(2)(f), and from (D)(1) to (D)(2).

Section 11. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.12 **Wall Signs** by moving zoning district P-1, Institutional from § 174.12 (C) to § 174.12 (D).

Section 12. **Emergency Clause**. In order to comply with the most recent United States Supreme Court decision concerning non-commercial signs and their use in general elections, and to protect the basic constitutional rights, health, safety and peace of Fayetteville citizens during the campaign period prior to the general election, this ordinance needs to become immediately effective. Therefore, the City Council declares an emergency exists and that to protect the health, safety and peace of Fayetteville citizens, this ordinance shall take immediate effect upon its passage and approval.

PASSED and **APPROVED** this 6th day of September, 2016.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk/Treasurer

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: **September 7, 2016**

RE: **Non-commercial signs allowed year round for residents in addition to real estate signs**

There is no need to further amend the **Signs** Chapter to permit home owners (or legal tenants) to erect one non-commercial sign year round regardless whether or not they have a real estate sign legally placed upon their property. The amended language you enacted last night states:

> "In districts where most signs are not permitted (primarily residential districts), one non-commercial sign may be erected subject to the limitations stated in § 174.03 (C) for real estate signs."

These limitations are: "one", "set back a minimum of ten feet from the street," size and illumination restrictions. The display duration limitations for real estate signs are clearly not applicable to non-commercial signs which may be displayed 365 days a year.

Therefore, as the **Sign** Chapter now reads after last night's amendment, home owners may display one real estate size non-commercial sign in their yard year round. **In addition**, they may display a real estate sign in their yard pursuant to the limitations and requirements of § 174.03 (C).

I did not propose a change to § 174.03 (H) (2) which states:

> "(2) *Districts when signs are permitted.* In districts where signs are otherwise permitted, non-commercial signs may be **placed over or substituted for** the permitted commercial sign." (emphasis added).

As opposed to homeowners and tenants in residential districts, all commercial, industrial and institutional districts which are authorized fairly large signs are not authorized to have an **additional year round** non-commercial sign (like homeowners), but may place over or substitute for their permitted commercial sign a non-commercial sign of their choosing. So a business, industrial or institutional property owner can display a free standing non-commercial sign up to 75 square feet or even larger for a wall sign, but only as a **substitute** for its authorized commercial or institutional sign, not in addition to such commercial sign.

During the period of 60 days before an election to three days after the election, a commercial, industrial or institutional property owner can, **in addition to their normal signs**, display at least one large (32 square feet) non-commercial sign.

These sign regulations appear fair, equitable, reasonable and balanced to me. They provide ample opportunities for both homeowners and businesses to express their cherished First Amendment speech rights.

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, August 30, 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:

1. 2016-0366

DEVELOPMENT SERVICES PRESENTATION - JEREMY PATE

2. 2016-0381

2016 2ND QUARTER FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

A. 1 2015-0654

APPROVAL OF THE AUGUST 16, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0371

FISCHER SNACKS, LLC:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH FISCHER SNACKS, LLC TO PROVIDE FOR OPERATION OF THE SOCCER CONCESSION STAND AT KESSLER MOUNTAIN REGIONAL PARK

Attachments: FISCHER SNACKS, LLC

A. 3 2016-0384

GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR ADDITIONAL CONSTRUCTION MATERIALS TESTING RELATED TO THE ADDITION OF A PARKING LOT AT KESSLER MOUNTAIN REGIONAL PARK IN AN AMOUNT NOT TO EXCEED $2,000.00

Attachments: GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1

A. 4 2016-0372

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF $45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF $4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF $1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND $250.00 PER MONTH FOR THE LAST TWO YEARS

Attachments: RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP

A. 5 2016-0387

RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:

A RESOLUTION TO AWARD RFQ NO. 16-08 AND APPROVE A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

Attachments: FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT

A. 6 2016-0373

BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:

A RESOLUTION TO AWARD BID NO. 16-36 AND APPROVE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF $217,855.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF $2.33 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $21,786.00

Attachments: BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC

A. 7 2016-0379

BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID NO. 16-47 AND APPROVE THE PURCHASE OF A MEYER V FORCE SPREADER FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE AMOUNT OF $29,395.00 FOR USE AT THE BIOSOLIDS MANAGEMENT SITE

Attachments: BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.

A. 8 2016-0383

2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF $81,531.00, OF WHICH $34,748.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH $31,014.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND $15,769.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SRP - JAG Local 2016

BA - JAG Local 2016

B. Public Hearing:

B. 1 2016-0377

RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY C HOLDINGS, LLC LOCATED AT 1503 NORTH GARLAND AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE BA _RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE

C. Unfinished Business: NONE

D. New Business:

D. 1 2016-0376

VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):

AN ORDINANCE TO APPROVE VAC 16-5519 SUBMITTED BY MILHOLLAND AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE INTERSECTION OF MCMILLAN DRIVE AND WEDINGTON DRIVE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM)

D. 2 2016-0378

RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5508 FOR APPROXIMATELY 35.98 ACRES LOCATED NORTH OF COLFAX LOOP FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III)

D. 3 2016-0382

RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5500 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 335 EAST 7TH STREET FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

Attachments: 16-5500 RZN CC Appeal

D. 4 2016-0380

AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

Attachments: AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-S

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

H. 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: 2016-0366

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 1.

DEVELOPMENT SERVICES PRESENTATION - JEREMY PATE

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0381

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: 2.

2016 2ND QUARTER FINANCIAL REPORT - PAUL BECKER

City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0654

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 1

APPROVAL OF THE AUGUST 16, 2016 CITY COUNCIL MEETING MINUTES.

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0371

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 2

FISCHER SNACKS, LLC:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH FISCHER SNACKS, LLC TO PROVIDE FOR OPERATION OF THE SOCCER CONCESSION STAND AT KESSLER MOUNTAIN REGIONAL PARK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 2 to the contract with Fischer Snacks, LLC to provide for operation of the Soccer Concession Stand at Kessler Mountain Regional Park.

City of Fayetteville Staff Review Form

2016-0371

Legistar File ID

9/6/2016

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

John Crow	8/3/2016	Parks & Recreation / Parks & Recreation Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract amendment with William Fischer, of Fischer Snacks LLC, for the operation of the soccer concession stand at Kessler Mountain Regional Park, along with any future facilities.

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: none

Approval Date:

Comments:

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Mayor Lioneld Jordan

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: John Crow, Recreation Superintendent

DATE: August 3, 2016

SUBJECT: Amendment to Agreement with Fischer Snacks, LLC

RECOMMENDATION:
Parks and Recreation staff recommends amending the contract with Fischer Snacks LLC for operation of the Soccer Concession Stand within the new Kessler Mountain Regional Park.

BACKGROUND:
The current contract does not include the Kessler Mountain Regional Park facilities, but includes the possibility of adding additional facilities in the future.

DISCUSSION:
The addition of concession stands at the new Kessler Mountain Regional Park require an amendment to the original agreement executed in 2014.

BUDGET/STAFF IMPACT:
There will be no cost to the City for this amendment and no additional staff is required.

Attachments:
Signed Contract Amendment
Original Contract

AMENDMENT TO AGREEMENT FOR
CONCESSION SERVICES
CITY OF FAYETTEVILLE
Fayetteville, AR
CONTRACT AMENDMENT NO.2
Concessionaire Contract

This Contract Amendment No.2 dated _____, 2016 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and FISCHER SNACKS dated February 14th, 2014 for concession services in Fayetteville Parks during programmed activities. This Contract Amendment No.2 adds the Soccer Concession located in Kessler Mountain Regional Park as a facility listed under Leased Premises, as described herein.

The contract is hereby modified as follows:

SECTION 1 – Leased Premises

The following Section replaces Section 1 in the original contract.

1. Leased Premises. For and in consideration of the rents, covenants, and agreements herein entered into and agreed upon by the Fischer Snacks, LLC as obligations to the City, the City lets, leases and demises unto Lessee, subject to the terms and conditions contained herein, the following described property: the concession stands (building and equipment) located at Gary Hampton Softball Complex, Lewis Street Soccer Complex, Lake Fayetteville Softball Complex, Walker Park Baseball Complex, the Wilson Park Swimming Pool and the Soccer Concession Stand at Kessler Mountain Regional Park in Fayetteville, Arkansas.

To have and to hold said premises unto the said Lessee for and during the term herein stated, subject to the covenants, terms, and conditions herein contained.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of FISCHER SNACKS, LLC., and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____

Mayor Lioneld Jordan

Attest: _____

FISCHER SNACKS, LLC.

By: William R Fisch

Title: Owner

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0384

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 3

GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR ADDITIONAL CONSTRUCTION MATERIALS TESTING RELATED TO THE ADDITION OF A PARKING LOT AT KESSLER MOUNTAIN REGIONAL PARK IN AN AMOUNT NOT TO EXCEED $2,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for additional construction materials testing related to the addition of a parking lot at Kessler Mountain Regional Park in an amount not to exceed $2,000.00.

City of Fayetteville Staff Review Form

2016-0384

Legistar File ID

9/6/2016

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

Alison Jumper	8/17/2016	Parks & Recreation / Parks & Recreation Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends a resolution approving Contract Amendment #1 to the contract with Grubbs, Hoskyn, Barton and Wyatt for Construction Administration Services for Phase One of the Regional Park in the amount not to exceed $2,000.

Budget Impact:

2250.520.9255.5806.00	Parks Development Fund
Account Number	Fund
02002.8000	Regional Park
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	20,636.00
		Funds Obligated	$	20,636.00
		Current Balance	$	-
Does item have a cost?	Yes	Item Cost	$	2,000.00
Budget Adjustment Attached?	No	Budget Adjustment	$	2,000.00
		Remaining Budget	$	-

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments: An Administrative budget adjustment is being processed to move $2,000 from 02002.1 to 02002.8000.

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director

FROM: Alison Jumper, Park Planning Superintendent

DATE: August 15, 2016

SUBJECT: Resolution to approve Contract Amendment #1 to the contract for construction materials testing services with Grubbs, Hoskyn, Barton and Wyatt.

RECOMMENDATION:
Staff recommends a resolution approving Contract Amendment #1 to the contract with Grubbs, Hoskyn, Barton and Wyatt for Construction Administration Services for Phase One of the Regional Park in the amount not to exceed $2,000.

BACKGROUND:
Grubbs, Hoskyn, Barton & Wyatt, Inc. submitted qualifications in response to RFQ 15-01, Engineering & Architectural Services, and meets the requirements outlined in the Request for Qualifications to perform construction materials testing services. They were selected for this work through a professional selection committee in February of 2015 based on their qualifications and in accordance with Policy and Procedures, PU-12 Professional Services Selection Process. A not to exceed contract for $91,000 was approved for construction materials testing for the original phase one work.

DISCUSSION:
In July City Council approved the addition of an 84 space parking lot to serve the Kessler Mountain trails and future playground. Construction materials testing will be needed as part of this addition. An additional $2,000 is being requested for the services.

BUDGET/STAFF IMPACT
Parks Development funds are available in the project to fund this contract amendment.

Attachments:
Staff Review Form
Resolution No. 60-15
Contract Amendment #1

RESOLUTION NO. 60-15

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR CONSTRUCTION MATERIALS TESTING FOR PHASE ONE OF THE REGIONAL PARK PROJECT IN AN AMOUNT NOT TO EXCEED $91,000.00, 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 authorizes a contract with Grubbs, Hoskyn, Barton & Wyatt, Inc. for construction materials testing for Phase One of the Regional Park Project in an amount not to exceed $91,000.00.

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 and made a part hereof, recognizing $91,000.00 in park land dedication funds.

PASSED and **APPROVED** this 3rd day of March, 2015.

APPROVED:

By: _____
LIONELD JORDAN, Mayor

ATTEST:

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

CITY CLERK / TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY

AMENDMENT TO AGREEMENT FOR
CONSTRUCTION MATERIALS TESTING SERVICES
Fayetteville, AR
CONTRACT AMENDMENT NO.1
Fayetteville Regional Park

This Contract Amendment No.1 dated _____, 2016 shall amend the original contract between the CITY OF FAYETTEVILLE, ARKANSAS and GRUBBS, HOSKYN, BARTON AND WYATT dated March 3, 2015 for construction materials testing services in connection with the Fayetteville Regional Park (the "Project"). This Contract Amendment No.1 adds construction materials testing services for an additional parking area as described herein.

The contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF ENGINEER

The following Sections add to Scope of Services in the original contract.

Construction materials testing services for the addition of one 88 space parking lot and associated road improvements as shown in the drawings. Testing to include densities on subgrade, base and asphalt and concrete curb and sidewalks.

The additional Scope of Services to be furnished by GRUBBS, HOSKYN, BARTON AND WAYATT during the Project is included as Appendix A attached hereto and made a part of this Agreement.

SECTION 5 - PAYMENTS TO GRUBBS, HOSKYN, BARTON AND WYATT

5.1 Compensation

CITY OF FAYETTEVILLE shall pay GRUBBS, HOSKYNS, BARON AND WAYATT an additional amount not to exceed **$2000** for services in accordance with the provisions described above. CITY OF FAYETTEVILLE shall pay GRUBBS HOSKYNS, BARTON AND WYATT for Phase One Construction Administration services rendered on the project at the rates shown in the attached Appendix B. Under-runs in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of LOSE AND ASSOCIATES, and has been executed on behalf of the CITY OF FAYETTEVILLE, in three (3) counterparts, each of equal force, on the day and year first above written.

CITY OF FAYETTEVILLE

By: _____

Mayor Lioneld Jordan

Attest: _____

GRUBBS, HOSKYNS, BARTON AND WAYATT

By: Subra T. Bhat

Subra T. Bhat, Ph.D., P.E.

Title: Principal/Manager of Springdale Office

APPENDIX A. – SCOPE OF SERVICES

Construction Material Testing for the Proposed New Parking Lot

- Proof-roll the subgrade before fill placement
- Observe and approve any undercut if required
- Qualify select fill and density testing on select fill
- Density testing on Class 7 base
- Perform asphalt coring and density testing on cores if required (any testing on hot-mix asphalt is beyond the scope of this proposal)

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0372

Agenda Date: 9/6/2016 **Version:** 2 **Status:** Agenda Ready

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

Agenda Number: A. 4

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF $45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF $4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF $1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND $250.00 PER MONTH FOR THE LAST TWO YEARS

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 RFP 16-02 and approves a one (1) year contract with automatic renewals for four (4) additional one (1) year terms with Johanson Consulting, Inc. d/b/a Johanson Group for a classification, compensation and benefits study in the amount of $45,725.00 for the first year, and further approves an annual project contingency in the amount of $4,500.00 for ongoing market reviews and consulting services each year the contract is in effect.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a one (1) year software license and support agreement with automatic renewals for four (4) additional one (1) year terms with DB Squared, LLC for DBCompensation software in the amount of $1,200.00 per month for the first three years and $250.00 per month for the last two years.

City of Fayetteville Staff Review Form

2016-0372

Legistar File ID

9/6/2016

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

Brenda Reed	8/4/2016	Human Resources / Chief of Staff
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract with Johanson Group in the amount of $45,725 for a classification, compensation and benefits study and an annual contingency amount not to exceed $4,500 for consulting services. Staff also recommends Council approve a contract with DB Squared, LLC (a sister company of Johanson Group) for use of their proprietary DBCompensation software.

Budget Impact:

1010.120.1220.5314.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	203,566.00
		Funds Obligated	$	43,475.00
		Current Balance	$	160,091.00
Does item have a cost?	Yes	Item Cost	$	50,525.00
Budget Adjustment Attached?	NA	Budget Adjustment		
		Remaining Budget	$	109,566.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Brenda Reed, HR Director

DATE: August 4, 2016

SUBJECT: Approval of a consulting contract with Johanson Group to conduct a classification, compensation and benefits study and approval of a software licensing agreement with DB Squared, LLC

RECOMMENDATION:
Staff recommends approval of a contract with Johanson Group in the amount of $45,725 for a classification, compensation and benefits study and an annual contingency amount not to exceed $4,500 for consulting services. Staff also recommends Council approve a contract with DB Squared, LLC (a sister company of Johanson Group) for use of their proprietary DBCompensation™ software. Both contracts have an initial term of one year and are renewable for four years.

BACKGROUND:
In 2006, Management Advisory Group (MAG), the City's selected compensation consultant, facilitated the development of the City's Compensation Philosophy, which was approved by City Council. The philosophy is below.

The City of Fayetteville is committed to recruiting, retaining and motivating an excellent workforce by providing a high quality of work life to City employees through a competitive compensation structure, competitive benefits program and a challenging and enriched work environment.

Along with the Compensation Philosophy, the City established measures to conduct a market survey every four years. The City last conducted a market survey and updated its pay structures in 2012.

DISCUSSION:
In order for the City to remain a top competitor in the market, a decision was made to issue an RFP to conduct a more comprehensive scope of work to include a classification, compensation and benefits study. It has been ten years since the City last contracted with Management Advisory Group to perform this scope of work.

The City completed a professional selection process and received five responses. The selection committee voted to recommend Johanson Group. In addition to the classification, compensation and benefits study, the contract with Johanson Group includes a contingency

amount not-to-exceed $3,000 annually for market reviews to evaluate the competitive position of the compensation plans and a contingency amount not-to-exceed $1,500 annually for consulting that may be needed during the four year renewable term of the agreement.

Staff recommends entering into the software licensing agreement to utilize the proprietary DBCompensation™ software.

Software Features

- Reduces staff time in building job descriptions and supports internal consistencies
- Provides a repository of job descriptions and grades, which allows ease of use for sharing and enhanced collaboration across the organization
- Allows a quick analysis of jobs, grades and pay lines for easy evaluation of internal equity and value
- Serves as a resource to train supervisors to better understand the process of job evaluation
- Allows easy evaluation of current employee pay lines to market data
- Allows easy evaluation of our current pay practices to ensure equal pay
- Saves staff time in creating custom reports to determine the financial effect of moving the City' pay line

The cost for DBCompensation™ software licensing, technical support and upgrade fees for years one through three is $1,200 per month. The cost for DBCompensation™ software technical support and upgrade fees for years four and five is $250 per month. The licensing fee will be paid in years one through three and does not apply to years four and five.

BUDGET/STAFF IMPACT:
Funds are budgeted in the 2016 Human Resources program to cover the cost of this project. The annual software fees and any contingency costs incurred during the term of the consulting contract will be funded in the Human Resources budget.

CITY OF Fayetteville ARKANSAS

City of Fayetteville, Arkansas

Contract for Classification, Compensation and Benefits Study

Renewable Terms: One year with four one-year renewal options

This contract executed this _____ day of _____, 2016, between the City of Fayetteville, Arkansas, (City), and **Johanson Consulting, Inc. DBA Johanson Group (Johanson Group)**. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, City has previously determined that it has a need for a classification, compensation, and benefits study; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Fayetteville RFP 16-02 (herein after referred to as Request for Proposal or RFP), City has awarded this contract to Johanson Group; and

WHEREAS, Johanson Group has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFP, which are incorporated herein by reference, and the terms and conditions are contained herein;

WHEREAS, this contract is not an exclusive contract, and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** Johanson Group hereby agrees to provide the City with a classification, compensation and benefits study, as requested and more specifically outlined in the RFP, this agreement, and the attached Exhibit "A" Services. The Johanson Group shall provide, as a minimum, professional services and dedicated personnel necessary to provide the following:

    a. Facilitation and development of an updated and competitive compensation philosophy
    b. Final data source list
    c. Salary survey form with selected benchmark positions
    d. Benefit survey form with employee benefits
    e. Project status updates as requested by the City

f. Factor evaluation or other quantitative job evaluation system to classify each job within an appropriate grade

g. Trainings on how to classify positions utilizing Johanson Group's evaluation software during the study's job classification process

h. Trainings on any automated tools used to support the classification and compensation system

i. A review of existing compensation policies and practices and draft recommended compensation policies and practices which align with the updated compensation philosophy of the City

j. A review of ordinances that set pay for elected officials and draft recommended revisions as appropriate

k. A recommendation of mechanisms to maintain both internal and external pay equity

l. Geographically modified survey data

m. A draft salary and benefit survey report by December 12, 2016 and a final salary and benefit survey analysis with recommendations and implementation proposals no later than January 6, 2017.

n. A review of classification specifications for Fair Labor Standards Act (FLSA) exempt/non-exempt classifications

o. A review of all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories

p. An implementation plan for the new pay plans with consideration of proposed FLSA overtime exemption changes

q. A presentation of the final salary and benefit survey report to the City no later than January 6, 2017 and a presentation of the final report, recommendations, implementation options and associated cost estimates on site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions.

r. Assistance with communication materials and employee educational meetings to explain the approved job evaluation system, survey results and implementation plan

s. Assistance with ongoing consultation and support for the maintenance of classification specifications and pay plans

t. Assistance with providing annual updates (to evaluate industry fluctuations, etc.)

2. **Time of Service:** Services shall be performed in a timely manner, as identified in the Timeline found in Exhibit "A" attached hereto.

3. **Compensation:** As compensation for Johanson Group providing services to the City as described herein, the City shall pay Johanson Group based on the submission of invoices for work completed and properly authorized. The fees will be payable as follows:
    a. $21,525 following the completion of job grading and classification
    b. $13,400 following the completion of the Salary and Benefits Survey
    c. $10,800 following the completion of report analysis and formulation of recommendations for the pay structures and implementation plans
    d. A contingency amount not-to-exceed $3,000 annually for market reviews to potentially update the compensation plans
    e. A contingency amount not-to-exceed $1,500 annually for consulting outside of the scope of the work covered by a. - d.
    f. Invoices shall be billed based on the pricing submitted in the RFP. Payments will be made within 30 days of receipt of accepted invoice.
4. **Insurance:** The Johanson Group shall provide and maintain in force at all times during the term of the services contemplated herein insurance as presented in RFP 16-02 including general automotive, commercial general liability, workers' compensation insurance, and errors & omissions. Fees for policies associated with this requirement shall be paid by Johanson Group. A complete certificate of insurance shall be provided to the City within ten (10) business days of contract award and shall list the City of Fayetteville, AR as an additional insured.
5. **Term of Agreement:** The City reserves the right to award this contract for additional classification, compensation, and benefits studies within five (5) years from City Council approval date of contract. The City also reserves the right to contract with Johanson Group within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission. Services performed pursuant to this Contract shall commence upon execution of this agreement unless canceled or terminated with thirty (30) days written notice by either party.
6. **Amendment of Contract:** This Contract may be amended only by mutual written agreement of the parties.
7. **Legal Compliance:** Johanson Group is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.

8. **Approval of Agent:** The City reserves the right to require the Johanson Group to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.
9. **Auditable Records:** The Johanson Group shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City.
10. **Assignment and Subcontracting:** Johanson Group shall perform this contract and no assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, Johanson Group shall provide written notice to the City within thirty (30) business days of such notice of 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 Proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.
11. **Cancellation:** The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to Johanson Group of the intent to cancel, or with cause if at any time Johanson Group fails to fulfill or abide by any of the terms or conditions specified.

    Failure of Johanson Group to comply with any of the provisions of this 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.

    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 services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

    In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Johanson Group of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

12. **Permits & Licenses:** Johanson Group shall secure and maintain any and all permits and licenses required to complete this contract.
13. **Indemnification:** Johanson Group shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Johanson Group; or by, or in consequence of any neglect in safeguarding the work; or on account of any act or omission, neglect or misconduct of Johanson Group; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars ($10.00) of compensation received by Johanson Group represents specific consideration for this indemnification obligation, which shall begin at the time services are first rendered or expenses are incurred.

    Furthermore, Johanson Group in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the Johanson Group acts or omissions to third parties, and Johanson Group shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Johanson Group's breach of the terms or provisions of contract, or by any negligent act or omission of Johanson Group, its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both Johanson Group and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of Johanson Group and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

    However, in no event shall the Johanson Group's liability under this indemnification provision exceed the amount of $45,725.00.

14. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.
15. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.
16. **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 written contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
17. **Freedom of Information Act:** 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, Johanson Group 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.
18. **Documents Comprising Contract:** The contract shall include this Agreement for a classification, compensation, and benefits study, as well as the following documents, which are incorporated herein by reference.
    a. City of Fayetteville's Request for Proposal (RFP 16-02) and all of its addenda and attachments;
    b. Johanson Group's Proposal;
    c. Johanson Group Certificate of Insurance as required, listing the City as an additional insured;
    d. Exhibit A: Scope of work with associated deliverables and progress payments

If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS_____DAY OF _____, 2016.

JOHANSON GROUP

By: Blair Johanson

BLAIR JOHANSON - PRESIDENT
Printed Contractor Name & Title

ATTEST:

Debra C. Johanson
Company Secretary

2928 McKEE CIRCLE, Suite 123
Business Address

FAYETTEVILLE, AR 72703
City, State & Zip Code

Date Signed: 8-8-2016

CITY OF FAYETTEVILLE, ARKANSAS

LIONELD JORDAN, Mayor

ATTEST:

Sondra E. Smith, City Clerk

Date Signed:

DBCompensation™ SOFTWARE License and Support Agreement

This DBCompensation™ SOFTWARE License and Support Agreement, hereinafter referred to as AGREEMENT, is made and entered into as of the dates set forth below by and between DB Squared, LLC, an Arkansas Limited Liability Company, hereinafter referred to as DB SQUARED, and

City of Fayetteville

hereinafter referred to as LICENSEE.

WITNESSETH:

WHEREAS, LICENSEE is desirous of licensing DBCompensation™ SOFTWARE from DB SQUARED and receiving support for the DBCompensation™ SOFTWARE and DB SQUARED is desirous of providing said licenses and support services to LICENSEE, pursuant to the terms and conditions more particularly described herein;

NOW THEREFORE, for and in consideration of the premises, the terms and conditions herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, DB SQUARED and LICENSEE hereby agree as follows:

1. **Rates, Amounts and Taxes Applicable to this AGREEMENT.** The rates and amounts listed in this section constitute an offer by DB Squared that shall be null and void if not accepted by LICENSEE by the OFFER EXPIRATION DATE. Rates and amounts shown here do not include applicable federal, state or local taxes or any other type of tax which might be applicable to this agreement. Applicable taxes will be added at the time of invoicing.

   The OFFER EXPIRATION DATE for this agreement shall be **September 21, 2016**

   The EFFECTIVE DATE of this AGREEMENT shall be **September 21, 2016**

   The EMPLOYEE COUNT RANGE on which this AGREEMENT is based is **500 – 1,000**

   The DBCompensation™ SOFTWARE Licensing, Tech Support & Upgrade Fee for first three years
   The DBCompensation™ SOFTWARE Fee for 9/2016 – 8/2017 **$1,200 per month**
   The DBCompensation™ SOFTWARE Fee for 9/2017 – 8/2018 **$1,200 per month**
   The DBCompensation™ SOFTWARE Fee for 9/2018 – 8/2019 **$1,200 per month**

   The DBCompensation™ SOFTWARE Tech Support & Upgrade Fee for fourth and fifth years
   The DBCompensation™ SOFTWARE Fee for 9/2019 – 8/2020 **$250 per month**
   The DBCompensation™ SOFTWARE Fee for 9/2020 – 8/2021 **$250 per month**

   This annual fee covers software upgrades released during agreement term.

   The initial TERM OF THE AGREEMENT shall be **12 months**

   The four annual options for agreement renewal will be September 21 of each subsequent year.

   Training provided to LICENSEE at no additional cost shall be **4 hours**
   and be provided at the City of Fayetteville Administration Building

   All applicable taxes shall be **Not Applicable**

   Market Update: The Market Update and related fees are covered in a separate agreement with Johanson Consulting, LLC, dba Johanson Group, Fayetteville, AR.

Copyright © 2016 by DB Squared, LLC. All rights reserved.

2. Definitions

2.1 "**DBCompensation™ SOFTWARE**" means the object code version of the JOB EVALUATION AND SALARY ADMINISTRATION MODULE (Copyright © 2005 by DB Squared, LLC. All rights reserved), any UPDATES and UPGRADES thereto, and any related user guides, instructions, and reference materials provided to LICENSEE.

2.2 "**UPDATE**" means any subsequent minor modification of, or patch to, the DBCompensation™ SOFTWARE.

2.3 "**UPGRADE**" means any major new release of the DBCompensation™ SOFTWARE. The term UPGRADE does not include other MODULES.

2.4 "**MODULE**" means any software which constitutes a separate product offering by DB SQUARED.

2.5 "**DBCompensation™ METHODOLOGY**" means a methodology developed for the purpose of prescribing the process and structure for fairly and equitably determining job classification salary ranges and employee pay rates. The DBCompensation™ METHODOLOGY is proprietary to Johanson Consulting, Inc., d.b.a., Johanson Group, an affiliate of DB SQUARED.

2.6 "**LICENSEE**" means the legal entity which is a party to this AGREEMENT. It does include subsidiaries of LICENSEE or other third parties. For the purposes of this AGREEMENT, the term "third party" means anyone other than LICENSEE.

2.7 **"EMPLOYEE COUNT RANGE"** means the number of employees on which this AGREEMENT is based. Fees for this AGREEMENT are based on the number of full-time employees within the employee count range.

3. Licenses

3.1 **DBCompensation™ SOFTWARE License**. DB SQUARED hereby grants LICENSEE a nonexclusive, nontransferable license to operate (but not to sublicense) DBCompensation™ SOFTWARE on the internet hosted platform. Under this license, the DBCompensation™ SOFTWARE may be used with up to the number of employees specified in the EMPLOYEE COUNT in section 1 plus twenty percent (20%).

3.2 **DBCompensation™ SOFTWARE License Termination.** DB SQUARED may terminate this DBCompensation™ SOFTWARE License if LICENSEE breaches this AGREEMENT, subject to Section 6.2 of this agreement. Upon termination of the license, LICENSEE will not have access to the DBCompensation™ Internet Hosted SOFTWARE. If this AGREEMENT is terminated for any reason prior to the end of the INITIAL TERM, the license will automatically terminate. Except as provided herein, if this AGREEMENT is terminated after the end of the INITIAL TERM, and LICENSEE does not opt for self-renewing annual AGREEMENT provision, then the license and access to the Internet Hosted SOFTWARE shall terminate.

3.3 **Limitations on License**. LICENSEE may not: (a) modify, translate or create derivatives of the DBCompensation™ SOFTWARE and METHODOLOGY; (b) operate the DBCompensation™ SOFTWARE in connection with any methodology other than the DBCompensation™ METHODOLOGY for which it was designed; or (c) permit any access to, or use of, the DBCompensation™ SOFTWARE by any third party, subject to the LICENSEE being legally compelled to disclose said information. (Freedom of Information Act, etc.) If LICENSEE violates provision (a) above, LICENSEE hereby quitclaims and assigns all intellectual property rights arising therefrom to DB SQUARED, and shall take all necessary steps to perfect DB SQUARED'S title therein. No rights are granted except as expressly set forth in this AGREEMENT, and no right or forbearance may be construed under any theory of implication, estoppel or otherwise.

3.4 **Ownership of DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY**. The DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY are owned by DB SQUARED and/or its affiliates. This AGREEMENT does not confer any ownership of the DBCompensation™ SOFTWARE or the DBCompensation™ METHODOLOGY to LICENSEE.

Copyright © 2016 by DB Squared, LLC. All rights reserved.

4. Support and Training

4.1 **Generally**. DB SQUARED will provide the following support for the DBCompensation™ SOFTWARE licensed hereunder, in accordance with DB SQUARED'S standard software support policies, as may be amended by DB SQUARED from time to time in its sole discretion: (a) DBCompensation™ SOFTWARE UPDATES AND UPGRADES; (b) telephone and/or e-mail consultation on use of the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY; and (c) assistance in error isolation and correction.

4.2 **LICENSEE Support Obligations.** LICENSEE agrees to test and verify any suspected error or defect in the DBCompensation™ SOFTWARE and to report such errors or defects to DB SQUARED in a timely manner. Upon request, LICENSEE agrees to provide DB SQUARED with reasonable assistance in reproducing such errors or defects.

4.3 **Limitations**. DB SQUARED'S support is limited to the DBCompensation™ SOFTWARE and DBCompensation™ METHODOLOGY.

4.4 **Training**. DB SQUARED will provide training on the use of the DBCompensation™ SOFTWARE AND DBCompensation™ METHODOLOGY to LICENSEE as specified in section 1 of this AGREEMENT.

4.5 **Market Updates.** If LICENSEE has elected in section 1 to receive optional market updates, then 1) DB SQUARED agrees to provide optional market updates to LICENSEE on an as needed basis during the term of this AGREEMENT, and 2) LICENSEE agrees to provide salary data to DB SQUARED when the optional market update has been request during the term of this AGREEMENT. LICENSEE understands that said salary data will be included in a study which will be made available to clients of DB SQUARED and/or its affiliates and that LICENSEE is not entitled to remuneration for the use of said salary data. DB SQUARED agrees that it will make said salary data available only in a consolidated form using market averages and that it will not publish the details of any specific LICENSEE'S salary data. Salary data to be provided to DB SQUARED by LICENSEE shall include the following: job titles used by LICENSEE, salaries associated with employees having said job titles and points associated with said job titles. Salary data will not include employee names.

4.6 **UPDATES and UPGRADES**. LICENSEE shall be entitled to UPDATES and UPGRADES to the DBCompensation™ SOFTWARE only as long as 1) this AGREEMENT remains in force, 2) the LICENSEE has not been notified that they are in breach of this AGREEMENT, and 3) all fees which are due to DB SQUARED from LICENSEE have been paid.

5. Fees and Timing of Payments

5.1 **DBCompensation™ SOFTWARE License Fee.** The Software License Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is a one-time fee which is due and payable at the signing of this AGREEMENT. This fee is non-refundable.

5.2 **DBCompensation™ SOFTWARE Support Fee.** The Software Support Fee is based on the EMPLOYEE COUNT RANGE specified in section 1 and is an annual fee, and it will be paid on the anniversary dates of this agreement.

5.3 **MARKET UPDATE FEE.** The MARKET UPDATE FEE is based on a flat dollar amount as specified in section 1 and is due and payable upon completion of the update. If no MARKET UPDATE FEE is charged to LICENSEE, then no market update service will be provided to LICENSEE under this AGREEMENT.

Copyright © 2016 by DB Squared, LLC. All rights reserved.

6. Term and Termination of AGREEMENT

6.1 **Term**. This AGREEMENT will take effect upon the date specified above and will remain in effect for a minimum amount of time referred to as the INITIAL TERM of the AGREEMENT, as specified in section 1 of this AGREEMENT. This AGREEMENT will self-renew on an annual basis after the INITIAL TERM unless terminated by LICENSEE or DB SQUARED.

6.2. **Termination**. Either LICENSEE or DB SQUARED may terminate this AGREEMENT upon completion of the INITIAL TERM by a thirty (30) day written notice to the other party. DB SQUARED may terminate this AGREEMENT at any time if LICENSEE breaches this AGREEMENT and fails to cure such breach within thirty (30) calendar days following notice of such breach.

6.3 **Survival of Obligations**. The following provisions will survive termination of this Agreement for any reason: (a) Sections 3.3, 4.3, 7.1, 7.2, 8.2, 8.3, 8.4 and 9 (all paragraphs); and (b) any provision that expressly indicates it will survive.

7. Confidentiality and Proprietary Notices

7.1 Nondisclosure.
The DBCompensation™ SOFTWARE, the DBCompensation™ METHODOLOGY, and the proprietary job factors weighted point system are confidential to DB SQUARED and its affiliates. LICENSEE will maintain confidence and not disclose to any third party any of the DB SQUARED confidential information. LICENSEE acknowledges that the above information is likely protected from disclosure under A.C.A.25-19-105 (b)(9)(A), but DB SQUARED acknowledges that LICENSEE must otherwise comply with the requirements of A.C.A. 25-19-101, Et. Seq.

7.2 **Proprietary Marks**. LICENSEE agrees not to alter, change, or remove from the DBCompensation™ SOFTWARE any proprietary mark of DB SQUARED or its affiliates, including, patent, copyright, trade secret, trademark, or other intellectual property right notices.

8. Warranty; Limitations on liability

8.1 **Warranties**. DB SQUARED warrants, during the term of this AGREEMENT, that: (a) the internet hosted account on which the DBCompensation™ SOFTWARE is delivered, is free from defects; and (b) the DBCompensation™ SOFTWARE licensed hereunder shall operate substantially in accordance with the specifications contained in the documentation accompanying the DBCompensation™ SOFTWARE. LICENSEE'S sole remedy for breach of the warranties shall be, at DB SQUARED'S sole discretion: (i) addressing internet hosted account accessibility; or (ii) modification of either the program code of the DBCompensation™ SOFTWARE or the associated documentation to bring them into compliance with each other.

8.2 **DISCLAIMER.** EXCEPT FOR THE PROVISIONS OF PARAGRAPH 8.1, NO REPRESENTATIONS OR WARRANTIES ARE MADE, OR MAY BE IMPLIED, WITH RESPECT TO THE SOFTWARE AND/OR ANY SERVICES PROVIDED HEREUNDER. DB SQUARED SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DB SQUARED, ITS DEVELOPERS AND AFFILIATES WILL NOT BE HELD LIABLE FOR ANY LIABILITY OR OUTCOME FROM LICENSEE'S USE OF THE DBCOMPENSATION™ SOFTWARE AS A MANAGEMENT SALARY ADMINISTRATION TOOL.

8.3. **Limitations on liability**. LICENSEE ACKNOWLEDGES THAT DB SQUARED, ITS DEVELOPERS, AND AFFILIATES SHALL NOT BE LIABLE FOR DAMAGES BEYOND THE VALUE OF THE SOFTWARE ITSELF TO ANY THIRD PARTY FOR ANY LOSS OR CLAIM RESULTING DIRECTLY FROM AND ATTRIBUTABLE TO LICENSEE'S USE OR POSSESSION OF THE DBCOMPENSATION SOFTWARE. NOTHING CONTAINED IN THIS AGREEMENT SHALL OPERATE TO WAIVE, LIMIT, MODIFY, NULLIFY, OR ALTER THE RIGHTS AND IMMUNITIES GRANTED TO LICENSEE UNDER ARKANSAS CODE ANNOTATED 21-9-301.

Copyright © 2016 by DB Squared, LLC. All rights reserved.

8.4 **LIMITATION ON LIABILITY**. EXCEPT FOR BREACHES OF SECTION 3.3, or 7.1, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE OR DATA, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. General Terms

9.1 **Assignment**. Licensee may not assign any right or delegate any obligation under this AGREEMENT, or transfer this AGREEMENT, without prior written consent of DB SQUARED, and any such attempt shall be void.

9.2 **Waiver**. The failure of a party to enforce its rights with respect to a breach hereunder shall not constitute a waiver with respect to any other occurrence of breach. Except as otherwise specified, the rights and remedies of a party under this AGREEMENT are in addition to any other rights or remedies available at law or in equity

9.3 **Governing Law**. This AGREEMENT will be governed by the laws of the State of Arkansas, U.S.A., without regard to choice of law/conflict of law principles. Each party submits to the jurisdiction of the federal and state courts in Washington County, Arkansas, and agrees that any action brought in connection with this AGREEMENT shall be exclusively brought in such courts.

9.4 **Severability**. In the event that any provision of this AGREEMENT is found to be invalid or unenforceable, it will be enforced to the extent permissible and the remainder of this AGREEMENT shall remain in full force and effect.

9.5 **Modifications**. Any modification of this AGREEMENT must be in writing and executed by an authorized representative of both parties.

9.6 **Construction**. The headers of this AGREEMENT are for convenience only. The verb "to include" (and all variations thereof) shall not be construed as a term of limitation, unless expressly indicated by the context in which it is used.

9.7 **Compliance with Applicable Laws**. LICENSEE shall at all times comply with all applicable laws and regulations in using the DBCompensation™ SOFTWARE.

9.8 **Notices**. LICENSEE shall send all communications to DB SQUARED as follows: 1) technical communications to Technical Director of Software; and 2) business and legal communications to General Counsel; at DB Squared, LLC, 2928 McKee Circle, Suite 119, Fayetteville, AR 72703, phone: 479-587-0151, fax: 479-521-5453. Both parties agree to notify the other party immediately in the event of a change of address.

9.9 **Complete Agreement.** This AGREEMENT represents the complete agreement between DB SQUARED and LICENSEE.

Copyright © 2016 by DB Squared, LLC. All rights reserved.

APPROVAL

AGENT ACKNOWLEDGES AND AGREES THAT: 1) AGENT IS AUTHORIZED TO ENTER INTO THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE AND 2) BY EXECUTING THIS AGREEMENT, LICENSEE IS LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be duly executed by their respective authorized representatives.

DB Squared, LLC.	City of Fayetteville, AR
By:	By: _____
Name: Bruce Johanson	Name: _____
Title: Principal	Title: _____
Date: 7-28-2016	Date: _____
Witness:	

v20160921

Copyright © 2016 by DB Squared, LLC. All rights reserved.

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

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 16-02, Classification, Compensation, & Benefits Study
DEADLINE: Friday, May 27, 2016 before 2:00:00 PM, local time
RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701
PURCHASING AGENT: Andrea Rennie, CPPO, CPPB, aforen@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: Friday, April 15 & 29, 2016

REQUEST FOR PROPOSAL
RFP 16-02, Classification, Compensation, & Benefits Study

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

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

NOTICE TO ALL PROPOSERS:

All interested parties shall register as a plan holder by notifying Andrea Rennie, via e-mail at aforen@fayetteville-ar.gov. When registering as an interested party, vendors shall submit primary contact information including name of company, primary contact, phone number, and e-mail address. All documents will be distributed electronically from the City of Fayetteville Purchasing Division. **Receiving project documents from the City of Fayetteville, AR automatically registers you as an interested party.**

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:
FILE #01: REQUEST FOR PROPOSAL: **59 PAGES (RFP 24 pages, Appendix A-J 35 pages)**
*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed interested parties notice of all addendums will be posted on the City's website.

Proposers 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 proposal rejection.

City of Fayetteville, AR
Request for Proposal
RFP 16-02, Classification, Compensation, and Benefits Study

The City of Fayetteville, Arkansas, invites qualified vendors to submit responses to Request for Proposal (RFP) 16-02 to provide a classification, compensation, and benefits study.

To be considered, proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by **Friday, May 27, 2016 before 2:00:00 PM**, local time. No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on **Tuesday, May 03, 2016 at 9:30 AM** at the City of Fayetteville, City Hall, Room 326 at 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Andrea Rennie, CPPO, CPPB, Purchasing Manager at aforen@fayetteville-ar.gov or (479)575-8289. The invitation to bid, notice of and addenda issued will be made publically available at http://fayetteville-ar.gov/bids. All questions regarding the process should be directed to Andrea Rennie.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions

CITY OF FAYETTEVILLE

By: Andrea Foren Rennie, CPPO, CPPB
Title: Purchasing Manager
Ad dates: 04/15/16 and 04/29/2016

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.

b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.

c. The complete fee and cost to the City for all services outlined in this RFP.

d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

e. All Proposers shall submit ten (10) sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion**. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.

g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.

h. Proposals 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.

i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.

j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of

clients for whom they have performed similar services and must provide information as requested in this document.

k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. 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.

l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

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 proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. 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 RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL 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 rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

b. The City reserves the right to select the proposal it believes will serve the best interest of the City.

c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

d. The City of Fayetteville reserves the right to cancel the entire request for proposal.

e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.

f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

a. The Proposer 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 "Limited Authority of City Employee to Provide Services to the City".

b. The Proposer shall promptly notify Andrea Foren Rennie, 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 Proposer'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 Proposer 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 Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

a. Proposal and modifications received after the time set for the proposal 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. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.

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

c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful Proposer(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers 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. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

17. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer 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 RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

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 Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.

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 RFP, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this RFP 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-phase 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 RFP from the Proposer. 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. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

24. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

25. OTHER GENERAL CONDITIONS:

a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

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

c. This solicitation 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 Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer'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.

d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. **Any uncertainties shall be brought to the attention to Andrea Foren Rennie immediately via telephone (479.575.8289) or e-mail (aforen@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 result in all Proposers being on equal terms.**

f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Andrea Foren Rennie, City of Fayetteville, Purchasing Manager via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8289). 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.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP 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 RFP's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer 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 Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer 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.

k. The successful Proposer'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 Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

26. <u>CONTRACT REQUIREMENTS:</u> Any contract between the successful proposer and the City shall include the following:

a. <u>Indemnification:</u> The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any

employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

b. Suspension or Termination of Services: City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.

c. Laws and Regulations: The successful Proposer'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 Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.

d. Assignments: The successful Proposer 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 Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer 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.

e. Insurance: The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer.

i. **Errors and Omissions:** The successful Proposer shall hold City of Fayetteville harmless from any liability arising from acts or omissions of Employees or Proposer's Subcontractors and shall furnish to City of Fayetteville, certificates of insurance certifying that the Proposer is carrying errors and omissions or professional liability insurance with minimum limits of $1,000,000.00 per claim

ii. **Worker's Compensation:** Statutory Amount

iii. **Comprehensive General & Automobile Insurance**

f. Payments: If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.

   i. Final payment: Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.

g. Renewable Terms: The City reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.

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

i. 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.

27. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP

a. Appendix A – Organizational Chart as of 01.21.16
b. Appendix B – Job Titles and Grades
c. Appendix C – Police Step Plan
d. Appendix D – Fire Step Plan
e. Appendix E – Merit Pay Plan
f. Appendix F – 2016 PPO
g. Appendix G – 2016 High Deductible Health Plan (HDHP) and Health Savings Account (HSA)
h. Appendix H – Retirement Plans
i. Appendix I – Paid Leave
j. Appendix J – Data Sources List

1. PURPOSE:

The City of Fayetteville, Arkansas, hereinafter referred to as "the City", is requesting proposals for comprehensive classification, compensation and benefit reviews with recommendations for step pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive.

The City desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. Our compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining and motivating an excellent workforce. This is accomplished through competitive and equitable pay plans, practices and benefit offerings. The scope of work within this document requires the development of strategies, policies and practices necessary to carry out the total compensation philosophy. The City encourages all responding firms to propose any services they recommend to achieve these objectives that are not specifically requested herein.

Questions from interested parties shall be submitted to Andrea Rennie, City Purchasing Manager, no later than Sunday, May 08, 2016 via e-mail to aforen@fayetteville-ar.gov.

2. CURRENT PROGRAMS:

The City of Fayetteville is located in the northwest corner of Arkansas and has an estimated population of 80,600. Fayetteville serves as the seat of Washington County. The City is part of the Fayetteville-Springdale-Rogers, AR-MO MSA (Metropolitan Statistical Area), with a population of just under 500,000. The City of Fayetteville operates under a Mayor-Council form of government. The City Council is composed of eight council members and a Mayor, **Reference Appendix A – Organizational Chart.**

The City's 2016 Budget provides for 777.55 full-time equivalent positions. Within these authorized positions are 298 active job descriptions. 212 of these descriptions are one incumbent positions and the remaining 86 are multiple incumbent positions, **Reference Appendix B – Job Titles and Grades.**

The City currently utilizes the *Management Advisory Group's* point factor method of job evaluation. This system has been in place since 2007. The development of the City's current compensation philosophy, pay grids and compensation policies were facilitated by Management Advisory Group consultants.

a. PAY PLANS

i. The City currently has three separate pay plans, one plan for merit, non-uniformed employees and separate step chart pay plans for uniformed Police and Fire. Proposers shall reference the Appendix documents below for understanding of current pay plans.

1. **Reference Appendix C – Police Department Pay Plan**
2. **Reference Appendix D – Fire Department Pay Plan**.

3. Reference Appendix E – Merit Pay Plan

ii. These groups are comprised of approximately 525 non-uniformed employees, 125 uniformed Police and 119 uniformed Fire personnel. Police and Fire uniformed employees are covered by Civil Service Rules and Regulations for selection and promotion. Uniformed Civil Service employees in the Police and Fire departments are compensated through a step-rate pay system and the City's non-uniformed employees are compensated through an open range system based on merit pay (Reference Appendix E – Merit Pay Plan). The last salary survey was conducted in 2012 and implemented March 2013.

iii. The City has made a decision to continue to utilize a step-rate pay system for the uniformed Police and Fire employees. The compensation plan for non-uniformed employees is to be merit based; the City is willing to consider open pay ranges and step-rate pay systems that accomplish this goal.

b. BENEFITS

i. The City offers two healthcare plans, one plan is a **PPO (Reference Appendix F)** and the other plan is a high-deductible, **HSA plan (Reference Appendix G).**

ii. There are two retirement plan options, one plan is for regular, full-time merit employees and the other plan is for Civil Service employees (**Reference Appendix H– Retirement Plans)**.

iii. The City provides paid holidays and accrual of paid leave to eligible, regular full and part-time employees (**Reference Appendix I– Paid Leave**).

iv. Additional benefits the City offers are dental and vision coverage, flexible spending and health saving accounts, life insurance, disability coverage, AD & D insurance and supplemental life insurance.

3. SCOPE OF WORK: The scope of work in this section has been provided to communicate the work in which the City believes is critical for success of this project. In the event a Proposer believes a different approach or different steps should be taken, which are critical, Proposer shall clearly provide differences in a clear and precise manner to the City with its RFP response.

a. **Item 1**: The Consultant shall facilitate the development of an updated and competitive compensation philosophy.

b. **Item 2:** The Consultant will be provided a list of benchmark cities as data sources to be used to conduct a salary survey, **Reference Appendix J– Data Sources List.** The list of benchmark cities was chosen by an Ad Hoc Compensation Committee in 2006 and revisited again in 2013. In 2006, the committee agreed upon the data sources as valid salary comparisons for the City of Fayetteville based on shared community characteristics. The City has determined it competes in different labor markets for different types of positions; therefore, the City has identified three labor markets – national, regional and local. The regional and local markets are defined below. Both public and private employers shall be included in the survey as appropriate. Consultant shall coordinate with the City to arrive at a final Data Source List. Reference sub-part iii below for guidance on the City's vision for the finalized data source list.

i. Regional – Vibrant, growing communities in the states of Arkansas, Kansas, Louisiana, Missouri, Oklahoma and Texas with a population of 65,000 to 95,000 and selected major university communities within those states. Population limits do not apply to university towns.

ii. Local – Northwest Arkansas cities of Springdale, Rogers, and Bentonville.

iii. Consultant shall provide an evaluation of the 2006 data source list as it compares to what data sources are a best fit for the study at hand. The City prefers to keep the data source list close to the same listing from 2006 if possible; however, the City also realizes modification might be necessary. The City desires to keep competition under consideration when considering data sources while realizing a city may not necessarily mirror characteristics of Fayetteville; however, fact remains the city might be considered a competitor for top talent.

iv. Final data source list shall be approved by the City prior to any benchmarking taking place.

v. Additional survey tools shall be considered for professions where salaries have not been competitive to the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions.

vi. Lowest level positions in the City, specifically positions less than $13.00 per hour ($27,400 annually) shall be carefully evaluated and consultant shall provide information on what other employers are doing to be paying a livable wage to these positions.

c. Item 3: Develop a salary survey form and gain approval from designated City representative(s) prior to its distribution. Review selected benchmark positions and update as needed. The survey form will provide a method for participants to indicate the degree of job match for each benchmark job. The salary study will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, and other supplemental pays. Sufficient data shall be collected to compare base pay for uniformed employees. A minimum number of five (5) responses for each merit position is required to provide sufficient comparative data. The consultant shall request each participant to report the date of the last revision to the salary schedule.

i. The consultant shall distribute the survey and perform the appropriate follow-up to encourage participation in the survey. All survey responses shall be reported and summarized for each benchmark position.

d. Item 4: Develop a benefit survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing/HSA contributions with comparable cities (past comparable cities are referenced in Appendix J).

i. Provide reasons and recommendations to enhance the City's benefit offerings, including but not limited to implementation guidelines and associated costs.

ii. Develop a methodology to quantify the value of benefits and how such benefits can be incorporated into a total compensation package.

e. Item 5: Provide project status updates as requested by the City. The report shall include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project.

f. Item 6: Using a factor evaluation or other quantitative evaluation procedure, assign a job evaluation value to each job description provided by the City. Present and explain the resulting job classification structure to senior management. Meet with Department Directors and/or other appropriate supervisory personnel to resolve conflicts relating to the classification of individual jobs. Recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals.

g. Item 7: Train the City's existing Job Grading Committee, consisting of approximately fifteen (15) City Employees, to classify positions utilizing the consultant's evaluation procedure during the Study's job classification process.

h. Item 8: Provide access to and demonstrate the use of any automated tools which support the classification and compensation system. This shall include samples of electronic applications to support the recordkeeping process for merit/step increases and any decision support systems linked to the job evaluation process. The City may or may not choose to purchase the products offered. Proposer shall provide an itemized list which corresponds with each item(s) description and functionality with RFP response.

i. Item 9: Review existing compensation policies and practices. Draft recommended compensation policies and practices which align with the updated compensation philosophy of the City.

j. Item 10: Review ordinances that set pay for elected officials. Recommend revisions as appropriate.

k. Item 11: Recommend mechanisms to maintain both internal and external pay equity.

    i. Recommend the frequency of market surveys to assess the City's competitive position relative to the adopted total compensation philosophy and the defined markets.

l. Item 12: Geographically modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 01, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data.

m. Item 13: Present a draft salary and benefit survey report by November 18, 2016 and a final salary and benefit survey analysis with recommendations and implementation proposals no later than December 16, 2016. Communicate initial survey results to employees and review the proposed implementation process. All reports shall be available to the City in an electronic format, preferably a searchable PDF document.

n. Item 14: Audit classification specifications for Fair Labor Standards Act (FLSA) exempt/non-exempt classifications. For the exempt positions, document the exemption test met by the position.

o. Item 15: Audit all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories.

p. Item 16: Develop an implementation plan for the new pay plans with consideration of proposed FLSA overtime exemption changes. This plan shall detail out the placement of each employee within the proposed salary ranges. Recommend at least two implementation strategies – full implementation and

implementation within budget constraints. All cost estimates shall be broken out by funding sources. This breakout will be provided to the awarded consultant.

q. **Item 17**: Present the final salary and benefit survey report to the City no later than December 16, 2016. The report shall include a description of the classification, compensation and benefit plan and recommended policies and practices for maintenance and administration of the program. The consultant shall present the final report, recommendations, implementation options and associated cost estimates on site at the January 10, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the January 17, 2017 Council Meeting to provide information and answer questions.

r. **Item 18:** Create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan.

s. **Item 19:** Provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software and utilizing such software to its fullest capacity.

   Out of scope work shall be priced separate, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

t. **Item 20:** Depending upon the resulting compensation philosophy from the selected consultant as well as other factors, the City may or may not decide to procure annual updates (to evaluate industry fluctuations, etc). Each Proposer shall provide pricing via an annual rate along including a scope of work detailing what is included with the annual fee.

4. <u>SUMMARY OF REQUIRED SIGNIFICANT DELIVERABLES:</u> This list is a summary of significant project deliverables. It is not representative of every deliverable the City expects from the selected consultant.

   a. Align compensation philosophy to ensure competitive positioning in the market, **Reference Appendix K – Compensation Philosophy.**

   b. Salary survey and benefit analysis reports

   c. Evaluation of each job description

   d. FLSA and EEO-4 review

   e. Police step pay plan

   f. Fire step pay plan

   g. Merit pay plan

   h. Implementation plan outlining at least two options with the associated cost estimates

   i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews

   j. Communication materials and employee educational meetings

   k. HR staff and Job Grading Committee training for job evaluation

   l. Procedure to review and resolve employee objections of job evaluation results

5. SUBMITTAL REQUIREMENTS:

The Proposer shall provide adequate information that will render it qualified and capable of effectively accomplishing the scope of services. The proposal will be reviewed by a Selection Committee which could include ranking. Since there is no assurance of the Proposer having any other opportunity to communicate its ability, the proposal response shall negate any ambiguity with respect to the Proposer's ability and approach.

All respondents shall submit the following information with submittal at a minimum:

a. *Methods and Approach.* Describe expected approach and identify each task. Describe the anticipated interaction with the City and a description of the method(s) which will be used to successfully accomplish the project. Provide a detailed timeline of the anticipated schedule for completing each task.

b. *Scope of Work/Deliverables*. Provide deliverables for the Scope of Work outlined by the City in this RFP.

c. *Qualifications and Experience*. Provide relevant information regarding previous experience related to developing similar projects or contracts completed on behalf of cities or counties within the State of Arkansas or for other public entities outside of Arkansas during the past five (5) years. References in relation to similar projects is required. Proposals shall also provide information for all entities in which they are presently or have been engaged with during the past five (5) years. All proposers shall submit a minimum of three (3) governmental references, with work relationships within the past five (5) years.

   Provide in this section, the company's primary business interest and/or operations including any affiliations.

d. *List of Project Personnel*. Proposer shall provide a description of its staff and work force that will be assigned to effectively facilitate the requirements of this project. This description shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities. It is the desire of the City that senior level strategic input is provided at all stages of the project.

   Resumes shall be no more than two pages (a page being defined as a single sided document), and shall include, at a minimum:

   - Position title for each person assigned to this project;
   - Tenure with Proposer for each person assigned to this project;
   - Education of each person;
   - Experience of each person;
   - Estimated number of hours for each person assigned to this project;
   - Total billable hourly rate for each person assigned to this project;
   - Any other pertinent information related to this project

e. *Availability*. Proposers shall describe the availability of project personnel and company to

participate in this project in the context of the Proposer's other commitments.

f. *Listing of all Fees.* Proposer shall clearly itemize and provide a list of all fees to cover the requested scope of work and deliverables. Proposer shall also provide an hourly rate for any additional work which is not included in the scope of work.

Fees proposed are extremely important; however, fees will not be the determining factor in the selection process. It is not the intent of the City of Fayetteville to limit innovative solutions by dollar constraints, but rather to determine which proposal has the potential of providing the best value for the services required.

Fee proposal shall clearly set forth the basis for the time and fees to be charged for the work proposed and at a minimum should contain the following information:

- Estimate of the number of hours to complete scope of services
- Hourly rates for performing such services as indicated above
- Any and all costs associated with this study including any tools to be used
    - This shall include any software fees as well as applicable annual maintenance fees. Software pricing (initial fees and ongoing) shall include the City being able to stay on the most up to date version of the software.
- Total firm fixed cost to complete this study, including a payment schedule
- Annual pricing for market updates, if so desired for completion by the City, as described in Item 20.

City of Fayetteville shall not be liable for any expense incurred in connection with preparation of a response to this document. In addition, City of Fayetteville shall reserve the right to accept any part or the Proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the Proposer.

6. PROPOSAL CONTENT:

Proposals shall be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

All Proposers shall submit ten (10) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted shall be contained into one (1) electronic file and shall be identical to the hard copies provided.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

7. NEGOTIATIONS:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City Council. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

8. CONTRACT ADMINISTRATION:

The Contract Administrator for this Request for Proposal (RFP) shall be the City of Fayetteville's assigned Project Manager, **which is intended to be Brenda Reed, Human Resources Director or Michele Bechhold, Senior Human Resources Officer**. The City's selected Project Manager will:

a. Provide the successful Proposer direction and monitor the results within the limits of the contract's terms and conditions.
b. Manage issues which may arise as to quality and acceptability of services performed.
c. Shall judge as to the accuracy of quantities submitted by the successful Proposer in payment requests and the acceptability of the services which these quantities represent.
d. Serve as the point-of-contact for developing contract changes and amendments to be approved by City of Fayetteville.
e. Shall act as City of Fayetteville's Representative during the execution of any subsequent contract and related amendments. All questions arising, subsequent to contract award, shall be addressed to the Purchasing Division.

Other than the Project Manager, the successful Proposer shall not take guidance or influence from any group or individual in relation to this project. All communication, both formal and informal shall be routed through the Project Manager.

9. SELECTION CRITERIA:

The following criteria will be used by the committee to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the committee to thoroughly evaluate and score the proposal. City of Fayetteville reserves the right to accept a proposal, as submitted, and enter directly into a contractual agreement with a selected Proposer. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation and voting of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firm(s) make an oral presentation, be interviewed or submit best and final offers. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

1) 30% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with RFP response.

2) 20% **Experience, Competence, and Capacity for Performance:** Including information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.

3) 25% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.

4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with other governmental agencies, and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm shall provide a list of similar jobs performed and person whom the City can contact for information.

5) 10% **Cost/Fees:** Proposer shall provide a total listing of any fee the City could be charged. A fee shall be included for the presented scope of work as well as any other additional fee. All fees shall be clearly identified with RFP response and be itemized as much as possible.

10. RENEWABLE TERMS:

The City reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.

11. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Friday, April 15, 2016	N/A	Date RFP available and date of first advertisement
Friday, April 29, 2016	N/A	Date of second advertisement
Tuesday, May 03, 2016	9:30 AM	Non-Mandatory Pre-Proposal Conference
Sunday May 08, 2016	Midnight	Deadline for questions from vendors
Friday, May 13, 2016	End of Day	City intends to issue Final Addendum (if necessary)
Friday, May 27, 2016	2:00 PM, local time to Fayetteville, AR	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions.
Friday, June 17, 2016	N/A	City intends to short list vendors no later than this date
Week of June 27, 2016	TBD	Interviews, if applicable
Friday, August 19, 2016	N/A	City Council Request Deadline for September 6, 2016 City Council Meeting
Tuesday, August 30, 2016	5:30 PM	Agenda Session for September 6, 2016 City Council Meeting
Tuesday, September 06, 2016	6:00 PM	Council Meeting to consider contract award
Monday, September 19, 2016	N/A	City authorizes work to begin (no later than this date)

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

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

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

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

_____1) NO KNOWN RELATIONSHIP EXISTS

_____2) RELATIONSHIP EXISTS (Please explain):_____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:
Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:
As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

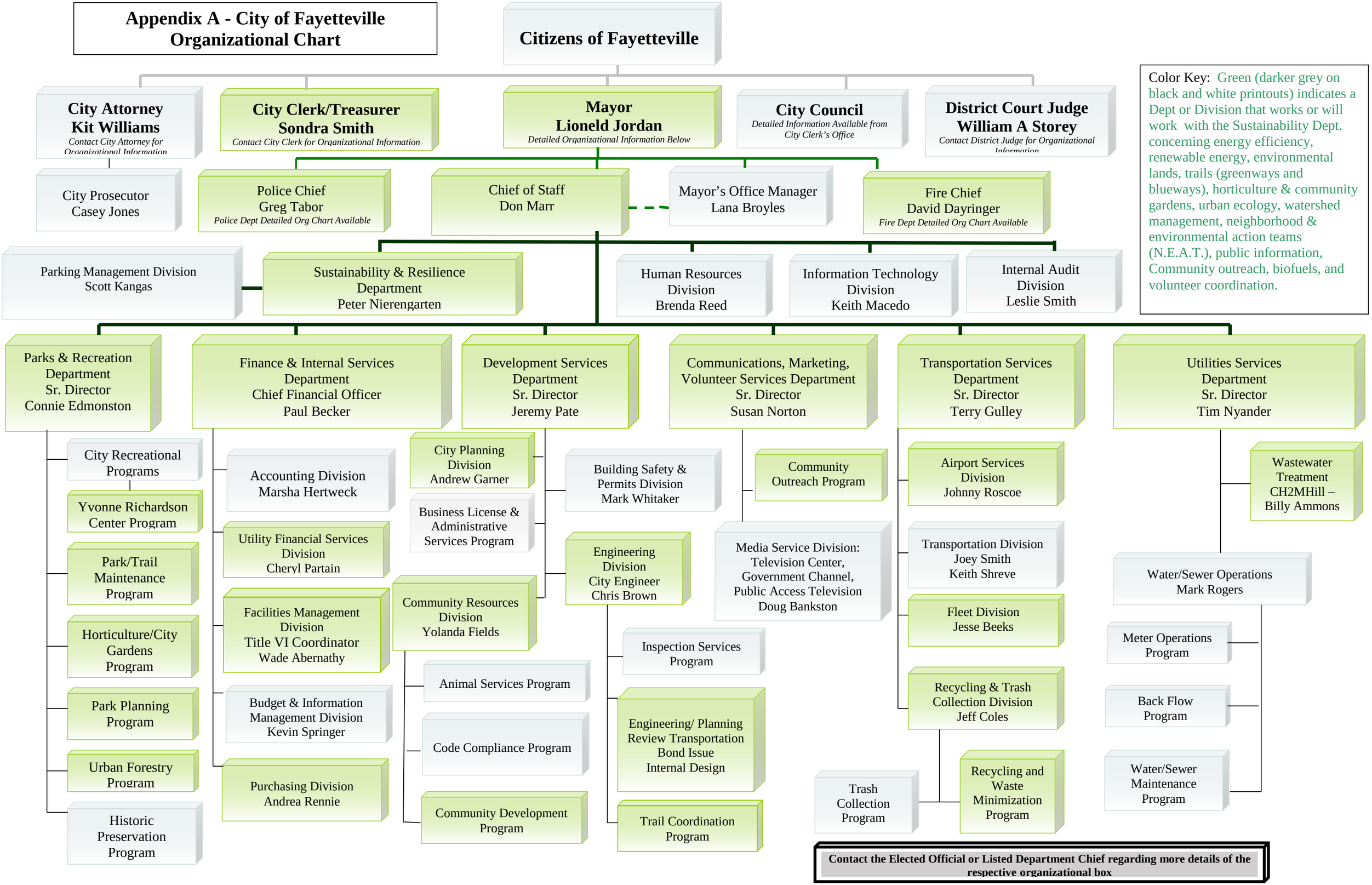
E-MAIL: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

DUNS#: _____ TAX ID: _____

Appendix A - City of Fayetteville Organizational Chart



City of Fayetteville
Job Titles and Grades

RFP 16-02, Appendix B

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
346	ACCOUNT CLERK PARKING	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
73	ACCOUNTANT - PAYROLL	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	1	6
83	ACCOUNTANT - REVENUES	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	1	6
74	ACCOUNTING CLERK - CASH	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	1	6
356	ACCOUNTING CLERK - DATA ENTRY	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	1	6
72	ACCOUNTING CLERK - PAYABLES	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	1	6
261	ACCOUNTING CLERK - RECEIVABLE	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	1	6
15	ACCOUNTING DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	1	1
408	ACCOUNTING MANAGER- PAYROLL AND PENSION	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	1	2
68	ACCOUNTING MANAGER-INVESTMENT AND CASH	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	1	2
557	ADMINISTRATIVE ASSISTANT - AIRPORT	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	6
558	ADMINISTRATIVE ASSISTANT - CITY CLERK	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	1	6
559	ADMINISTRATIVE ASSISTANT - FIRE	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	5	6
560	ADMINISTRATIVE ASSISTANT - POLICE	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	4	6
561	ADMINISTRATIVE COORDINATOR - PROSECUTOR'S OFFICE	105	Non-Exempt	$ 11.69	$ 14.03	$ 17.81	$ 24,315	$ 29,182	$ 37,045	15	6
562	ADMINISTRATIVE COORDINATOR - RECYCLING & TRASH	105	Non-Exempt	$ 11.69	$ 14.03	$ 17.81	$ 24,315	$ 29,182	$ 37,045	13	6
511	AIRPORT CUSTOMER SERVICE REPRESENTATIVE	105	Non-Exempt	$ 11.69	$ 14.03	$ 17.81	$ 24,315	$ 29,182	$ 37,045	12	6
314	AIRPORT DIRECTOR	123	Exempt	$ 25.95	$ 31.14	$ 39.55	$ 53,976	$ 64,771	$ 82,264	12	1
95	AIRPORT MAINTENANCE WORKER III	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
139	ANIMAL SERVICES OFFICER	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	15	4
483	ANIMAL SERVICES PROGRAMS ADMINISTRATOR	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	6
479	ANIMAL SERVICES PROGRAMS MANAGER	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	4
23	ANIMAL SERVICES SUPERINTENDENT	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	15	1
540	ANIMAL SERVICES TECHNICIAN	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	15	5
154	ASSISTANT CITY ATTORNEY	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	2
389	ASSISTANT DISPATCH MANAGER	119	Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	4	6
12	ASSISTANT FIRE CHIEF	127	Exempt	$ 31.55	$ 37.85	$ 48.07	$ 65,624	$ 78,728	$ 99,986	5	1
212	ASSISTANT POOL MANAGER	NG	Non-Exempt							6	5
513	ASSISTANT SUPPORT SERVICES MANAGER	118	Exempt	$ 20.34	$ 24.40	$ 30.99	$ 42,307	$ 50,752	$ 64,459	4	6
455	ASSISTANT TRANSPORTATION MANAGER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	2	1
394	ASSISTANT WATER/SEWER OPERATIONS MANAGER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	12	1
403	AUTOMOTIVE PARTS SPECIALIST	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	8
249	BACKFLOW PREVENTION TECHNICIAN	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	12	8
570	BACKFLOW SERVICES SUPERVISOR	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	12	7
39	BATTALION CHIEF	241		$ 20.04	$ -	$ 26.40	$ 58,356	$ -	$ 76,877	5	2
321	BENEFITS ADMINISTRATOR	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	6
71	BILLING AND COLLECTIONS COORDINATOR	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	1	6
58	BILLING AND COLLECTIONS MANAGER	125	Exempt	$ 28.61	$ 34.33	$ 43.60	$ 59,509	$ 71,406	$ 90,688	1	1

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
339	BUDGET ANALYST	113	Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	1	2
267	BUDGET DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	1	1
173	BUILDING MAINTENANCE WORKER I	105	Non-Exempt	$ 11.69	$ 14.03	$ 17.81	$ 24,315	$ 29,182	$ 37,045	15	8
98	BUILDING MAINTENANCE WORKER II	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	8
524	BUILDING SAFETY DIRECTOR	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	10	1
494	BUSINESS LICENSE CLERK	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	10	6
307	BUSINESS SYSTEMS ANALYST	121	Exempt	$ 23.54	$ 28.25	$ 35.87	$ 48,963	$ 58,760	$ 74,610	15	2
115	CAD DRAFTER	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	15	3
377	CAMP COUNSELOR	NG	Non-Exempt							6	5
556	CASE MANAGER	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	9	2
532	CDBG PROGRAMS ASSISTANT	NG	Non-Exempt							9	6
539	CDBG PROGRAMS TECHNICIAN	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	9	6
145	CHIEF FINANCIAL OFFICER	131	Exempt	$ 38.34	$ 46.01	$ 58.43	$ 79,747	$ 95,701	$ 121,534	1	1
460	CHIEF OF STAFF	131	Exempt	$ 38.34	$ 46.01	$ 58.43	$ 79,747	$ 95,701	$ 121,534	1	1
133	CITY ATTORNEY	130	Elected	$ 36.52	$ 43.82	$ 55.65	$ 75,962	$ 91,146	$ 115,752	15	1
14	CITY CLERK/TREASURER	122	Elected	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	1	1
279	CITY COUNCIL MEMBER	NG	Elected							Exempt	Exempt
140	CITY ENGINEER	128	Exempt	$ 33.12	$ 39.75	$ 50.48	$ 68,890	$ 82,680	$ 104,998	15	1
523	CITY PLANNING DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	10	1
552	CITY PROSECUTOR INVESTIGATOR	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	15	3
343	CODE COMPLIANCE ADMINISTRATOR	114	Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	9	4
134	CODE COMPLIANCE OFFICER	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	9	4
504	COMMERCIAL PERMIT COORDINATOR	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	10	6
473	COMMUNICATIONS AND MARKETING DIRECTOR	124	Exempt	$ 27.25	$ 32.70	$ 41.53	$ 56,680	$ 68,016	$ 86,382	15	1
472	COMMUNITY OUTREACH COORDINATOR	113	Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	15	6
546	COMMUNITY RESOURCES ADMINISTRATOR	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	9	6
84	COMMUNITY SERVICES DIRECTOR	123	Exempt	$ 25.95	$ 31.14	$ 39.55	$ 53,976	$ 64,771	$ 82,264	9	1
470	CONSTRUCTION AND CONTRACT MANAGER	125	Exempt	$ 28.61	$ 34.33	$ 43.60	$ 59,509	$ 71,406	$ 90,688	12	1
342	CONSTRUCTION LEAD MAINTENANCE WORKER	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	2	7
393	CONSTRUCTION MAINTENANCE WORKER IV	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
371	CONTRACT GRANT FINANCIAL ACCOUNTANT	119	Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	1	2
89	COURT SERVICES OFFICER	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	1	4
405	CREW LEADER - AIRPORT MAINTENANCE	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	12	7
266	CREW LEADER - ATHLETIC FIELDS	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	7
245	CREW LEADER - BUILDING SERVICES	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	7
572	CREW LEADER - FACILITIES MANAGEMENT	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	7
406	CREW LEADER - FORESTRY SERVICES	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	7
407	CREW LEADER - GROUNDS MAINTENANCE (PRKS)	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	7

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
418	CREW LEADER - SOLID WASTE	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	13	7
429	CREW LEADER - TRANSPORTATION	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	2	7
516	CREW LEADER - TURF	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	7
489	CREW LEADER II	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	13	7
391	CREW LEADER WATER/LICENSE	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	12	7
93	CUSTODIAN	102	Non-Exempt	$ 10.10	$ 12.12	$ 15.39	$ 21,008	$ 25,210	$ 32,011	15	8
136	CUSTOMER SERVICE REPRESENTATIVE I	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	1	6
384	CUSTOMER SERVICE REPRESENTATIVE II	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	1	6
33	DEPUTY CHIEF OF POLICE	127	Exempt	$ 31.55	$ 37.85	$ 48.07	$ 65,624	$ 78,728	$ 99,986	4	1
277	DEPUTY CITY CLERK	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	1	6
287	DEPUTY CITY PROSECUTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	2
86	DEPUTY COURT CLERK	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	1	6
399	DEPUTY COURT CLERK II	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	1	6
530	DEVELOPMENT & CONSTRUCTION MANAGER	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	1
500	DEVELOPMENT COORDINATOR	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	10	6
520	DEVELOPMENT SERVICES ADMINISTRATOR	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	10	6
466	DEVELOPMENT SERVICES DIRECTOR	129	Exempt	$ 34.78	$ 41.73	$ 53.00	$ 72,342	$ 86,798	$ 110,240	10	1
522	DIRECTOR OF MEDIA SERVICES	120	Exempt	$ 22.42	$ 26.90	$ 34.17	$ 46,634	$ 55,952	$ 71,074	15	1
88	DISPATCH MANAGER	123	Exempt	$ 25.95	$ 31.14	$ 39.55	$ 53,976	$ 64,771	$ 82,264	4	1
123	DISPATCH SHIFT SUPERVISOR	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	4	6
273	DISPATCH TRAINER	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	4	6
13	DISPATCHER	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	4	6
387	DISPATCHER II	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	4	6
388	DISPATCHER III	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	4	6
22	DISTRICT COURT ADMINSTRATOR	120	Exempt	$ 22.42	$ 26.90	$ 34.17	$ 46,634	$ 55,952	$ 71,074	1	1
316	DISTRICT JUDGE	134	Elected	$ 44.38	$ 53.26	$ 67.64	$ 92,310	$ 110,781	$ 140,691	1	1
224	DOCUMENT MANAGEMENT MANAGER	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	1	6
121	DRIVER/OPERATOR/FIREFIGHTER	235	Non-Exempt	$ 14.28	$ -	$ 18.41	$ 41,583	$ -	$ 53,610	5	4
531	ENGINEERING DESIGN MANAGER	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	1
358	ENGINEERING SERVICES COORDINATOR	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
151	EQUIPMENT MAINTENANCE WORKER	105	Non-Exempt	$ 11.69	$ 14.03	$ 17.81	$ 24,315	$ 29,182	$ 37,045	15	8
59	EQUIPMENT MECHANIC I	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	7
7	EQUIPMENT MECHANIC II	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	7
61	EQUIPMENT MECHANIC III	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	15	7
535	EVIDENCE TECHNICIAN	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	4	6
545	FACILITIES & BUILDING CONSTRUCTION MANAGER	125	Exempt	$ 28.61	$ 34.33	$ 43.60	$ 59,509	$ 71,406	$ 90,688	15	1
442	FIELD OPERATIONS SUPERVISOR - PARKING	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	15	8
337	FIELD OPERATIONS SUPERVISOR - TRANSPORTATION	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	2	7

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
3	FIELD SERVICE REPRESENTATIVE	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	7
450	FINANCIAL ANALYST - BUDGET	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	1	2
357	FINANCIAL ANALYST - FIRE	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	5	2
569	FINANCIAL ANALYST - TRANSPORTATION SERVICES	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	2	2
28	FINANCIAL COORDINATOR - AIRPORT	113	Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	6
419	FINANCIAL COORDINATOR - PARKS AND REC	113	Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	6	6
62	FIRE CAPTAIN	238	Non-Exempt	$ 17.72	$ -	$ 23.44	$ 51,601	$ -	$ 68,257	5	3
57	FIRE CHIEF	130	Exempt	$ 36.52	$ 43.82	$ 55.65	$ 75,962	$ 91,146	$ 115,752	5	1
66	FIREFIGHTER	232	Non-Exempt	$ 11.50	$ -	$ 16.62	$ 33,488	$ -	$ 48,397	5	4
167	FIXED ASSETS/INVESTMENT COORDINATOR	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	1	6
42	FLEET OPERATIONS CLERK	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
20	FLEET OPERATIONS SUPERINTENDENT	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	1
47	FLEET OPERATIONS SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	15	7
376	FLEET SERVICES SUPPORT MANAGER	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	15	6
510	FLIGHT LINE OPERATIONS SUPERVISOR	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	8
509	FLIGHT LINE OPERATIONS TECHNICIAN	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
550	GIS ANALYST	119	Non-Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	15	3
200	GIS COORDINATOR	120	Exempt	$ 22.42	$ 26.90	$ 34.17	$ 46,634	$ 55,952	$ 71,074	15	3
257	GIS TECHNICIAN	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	15	3
439	GIS TECHNICIAN WATER SEWER	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	3
315	HORTICULTURAL ASST II	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	6	8
32	HORTICULTURIST	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	6	2
306	HOT CHECK PROGRAM CLERK	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
457	HUMAN RESOURCES ASSISTANT	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	6
45	HUMAN RESOURCES DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	1
480	HVAC TECHNICIAN	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	15	3
26	INFORMATION TECHNOLOGIES DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	15	1
542	INFRASTRUCTURE MANAGER	124	Exempt	$ 27.25	$ 32.70	$ 41.53	$ 56,680	$ 68,016	$ 86,382	15	2
204	INSPECTOR/COMMERCIAL & RESIDENTIAL	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	10	1
206	INSPECTOR/RESIDENTIAL	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	10	1
85	INTERNAL AUDITOR	123	Exempt	$ 25.95	$ 31.14	$ 39.55	$ 53,976	$ 64,771	$ 82,264	1	1
195	LAND AGENT I	114	Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	15	5
196	LAND AGENT II	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	15	5
381	LAND SURVEYOR TECHNICIAN	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	3
222	LAW CLERK	NG	Non-Exempt							15	5
172	LEAD COURT CLERK	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	1	6
203	LEAD EQUIPMENT MECHANIC	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	15	7
515	LEAD MAINTENANCE WORKER AIRPORT	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	12	8

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
159	LEAD WAREHOUSE ATTENDANT	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	8
101	LEGAL ASSISTANT	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
396	LIFE SAFETY EDUCATION SPECIALIST	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	5	5
223	LIFEGUARD	NG	Non-Exempt							6	5
551	MAINTENANCE WORKER I AIRPORT	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	12	8
427	MAINTENANCE WORKER I PARKS	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	6	8
102	MAINTENANCE WORKER I TRANSPORTATION	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	2	8
424	MAINTENANCE WORKER II PARKS	104	Non-Exempt	$ 11.13	$ 13.36	$ 16.97	$ 23,150	$ 27,789	$ 35,298	6	8
103	MAINTENANCE WORKER II TRANSPORTATION	104	Non-Exempt	$ 11.13	$ 13.36	$ 16.97	$ 23,150	$ 27,789	$ 35,298	2	8
436	MAINTENANCE WORKER III PARKS	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	6	8
452	MAINTENANCE WORKER III RECYC & TRASH COLLECTION	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	15	8
104	MAINTENANCE WORKER III TRANSPORTATION	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	2	8
434	MAINTENANCE WORKER III WATER SEWER	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	12	8
430	MAINTENANCE WORKER IV ASPHALT	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
431	MAINTENANCE WORKER IV CONCRETE	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
432	MAINTENANCE WORKER IV DRAINAGE	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
428	MAINTENANCE WORKER IV PARKS	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	6	7
433	MAINTENANCE WORKER IV RIGHT OF WAY	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
451	MAINTENANCE WORKER IV TRAILS	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	7
124	MAINTENANCE WORKER IV WATER SEWER LICENSED	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	7
454	MAINTENANCE WORKER IV WATER SEWER NO LICENSE	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	7
347	MANAGMENT ACCOUNTING COORDINATOR	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	2	2
82	MAYOR	134	Elected	$ 44.38	$ 53.26	$ 67.64	$ 92,310	$ 110,781	$ 140,691	1	1
240	MAYOR'S OFFICE ADMINISTRATOR	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	1	6
125	METER MAINTENANCE TECHNICIAN	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
114	METER OPERATIONS ASSISTANT	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	12	8
117	METER READER	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
41	METER SERVICES SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	12	1
288	NETWORK ENGINEER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	15	2
438	OFFICE MANAGER - SOLID WASTE	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	13	6
459	OFFICE MANAGER- WATER/SEWER	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	12	6
536	OPERATIONS ASSISTANT - BUILDING MAINT	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
161	OPERATIONS ASSISTANT - TRANSPORTATION	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	2	6
549	OPERATIONS ASSISTANT- PARKS AND REC	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	6	6
514	PARALEGAL - CITY ATTYORNEY'S OFFICE	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	15	5
289	PARK FACILITIES MAINTENANCE WORKER	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	7
228	PARK PATROL	NG	Non-Exempt							4	4
398	PARK PLANNER II	119	Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	6	2

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
486	PARK PLANNING SUPERINTENDENT	121	Exempt	$ 23.54	$ 28.25	$ 35.87	$ 48,963	$ 58,760	$ 74,610	6	1
529	PARKING ATTENDANT	102	Non-Exempt	$ 10.10	$ 12.12	$ 15.39	$ 21,008	$ 25,210	$ 32,011	15	8
34	PARKING ENFORCEMENT OFFICER	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	8
548	PARKING MANAGER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	15	1
79	PARKS & RECREATION DIRECTOR	129	Exempt	$ 34.78	$ 41.73	$ 53.00	$ 72,342	$ 86,798	$ 110,240	6	1
254	PARKS MAINTENANCE SUPERINTENDENT	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	6	1
35	PARKS MAINTENANCE SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	6	7
568	PLANNER	115	Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	10	2
40	PLANNER- LONG RANGE	115	Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	10	2
567	PLANNING TECHNICIAN	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	10	6
373	PLANS EXAMINER- BUILDING OFFICIAL	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	10	1
6	POLICE CAPTAIN	340	Exempt	$ 28.50	$ -	$ 38.83	$ 59,280	$ -	$ 80,766	4	2
81	POLICE CHIEF	130	Exempt	$ 36.52	$ 43.82	$ 55.65	$ 75,962	$ 91,146	$ 115,752	4	1
63	POLICE CLERK	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	4	6
498	POLICE CLERK IMAGING	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	4	6
280	POLICE CORPORAL	332	Non-Exempt	$ 20.20	$ -	$ 26.58	$ 42,016	$ -	$ 55,286	4	4
401	POLICE IT MANAGER	121	Exempt	$ 23.54	$ 28.25	$ 35.87	$ 48,963	$ 58,760	$ 74,610	4	2
65	POLICE LIEUTENANT	337		$ 24.82	$ -	$ 33.39	$ 51,626	$ -	$ 69,451	4	2
64	POLICE OFFICER	330	Non-Exempt	$ 17.15	$ -	$ 24.36	$ 35,672	$ -	$ 50,669	4	4
53	POLICE SERGEANT	335	Non-Exempt	$ 22.30	$ -	$ 30.15	$ 46,384	$ -	$ 62,712	4	3
252	POLICE SUPPORT SPECIALIST	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	4	6
213	POOL CASHIER	NG	Non-Exempt							6	6
227	POOL MANAGER	NG	Non-Exempt							6	5
496	PROGRAMING COORDINATOR - MEDIA SVCS	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	6
478	PROJECT COORDINATOR - COMM RESOURCES	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	9	6
469	PROJECT COORDINATOR - UTILITIES	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	12	6
175	PROPERTY/EVIDENCE MANAGER	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	4	6
170	PROSECUTING ATTORNEY	128	Exempt	$ 33.12	$ 39.75	$ 50.48	$ 68,890	$ 82,680	$ 104,998	15	2
242	PUMP AND TANK TECHNICIAN	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	12	8
400	PURCHASING AGENT	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	1	2
521	PURCHASING CLERK	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	1	6
132	PURCHASING MANAGER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	1	1
144	PURCHASING TECHNICIAN	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	1	6
111	PW PROJECTS INSPECTOR	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	15	1
527	PW SIDEWALK/ADA ADMINISTRATOR	113	Non-Exempt	$ 16.39	$ 19.67	$ 24.98	$ 34,091	$ 40,914	$ 51,958	15	1
507	RECORDS CLERK	102	Non-Exempt	$ 10.10	$ 12.12	$ 15.39	$ 21,008	$ 25,210	$ 32,011	1	6
179	RECORDS COORDINATOR	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	1	6
282	RECREATION PROGRAMS MANAGER SOCCER	111	Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	2

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
426	RECREATION PROGRAMS MANAGER SOFTBALL	111	Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	2
541	RECREATION PROGRAMS MANAGER SPECIAL EVENTS	111	Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	2
490	RECREATION PROGRAMS MANAGER YOUTH SOFTBALL AND CAM	111	Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	2
248	RECREATION SITE SUPERVISOR	NG	Non-Exempt							6	5
189	RECREATION SUPERINTENDENT	121	Exempt	$ 23.54	$ 28.25	$ 35.87	$ 48,963	$ 58,760	$ 74,610	6	1
537	RECYCLING & TRASH COLLECTION DIRECTOR	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	13	1
491	RECYCLING ATTENDANT	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	13	8
385	RELIEF DRIVER	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	13	8
503	RESIDENTIAL PERMIT COORDINATOR	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	10	6
281	ROUTE DRIVER	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	13	8
475	SCALE HOUSE ATTENDANT	104	Non-Exempt	$ 11.13	$ 13.36	$ 16.97	$ 23,150	$ 27,789	$ 35,298	13	6
563	SENIOR ADMINISTRATIVE ASSISTANT-COMMUNITY RESOURCES	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	9	6
564	SENIOR ADMINISTRATIVE ASSISTANT-MAYOR'S OFFICE	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	1	6
565	SENIOR ADMINISTRATIVE ASSISTANT-POLICE	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	4	6
506	SENIOR CLERK-CODIFIER	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	1	6
397	SENIOR CRIME SCENE TECHNICIAN	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	4	3
251	SENIOR CUSTOMER SERVICE REPRESENTATIVE-BILLING	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	1	6
409	SENIOR CUSTOMER SERVICE REPRESENTATIVE-CASHIER	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	1	6
410	SENIOR CUSTOMER SERVICE REPRESENTATIVE-UTILITIES	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	1	6
395	SENIOR FIELD OPERERATIONS SUPERVISOR	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	2	7
517	SENIOR FINANCIAL ANALYST - UTILITIES	118	Exempt	$ 20.34	$ 24.40	$ 30.99	$ 42,307	$ 50,752	$ 64,459	1	5
390	SENIOR HUMAN RESOURCES OFFICER	124	Exempt	$ 27.25	$ 32.70	$ 41.53	$ 56,680	$ 68,016	$ 86,382	15	2
76	SENIOR LEGAL ASSISTANT	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	15	6
566	SENIOR OFFICE MANAGER - PROSECUTOR'S OFFICE	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	15	6
525	SENIOR PLANNER	119	Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	10	2
184	SENIOR PLANNING CLERK	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	10	6
368	SENIOR POLICE SUPPORT SPECIALIST	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	4	6
284	SENIOR PROGRAMMER/ANALYST	123	Exempt	$ 25.95	$ 31.14	$ 39.55	$ 53,976	$ 64,771	$ 82,264	15	2
338	SENIOR RESEARCH ANALYST	118	Exempt	$ 20.34	$ 24.40	$ 30.99	$ 42,307	$ 50,752	$ 64,459	1	5
193	SHELTER ATTENDANT	103	Non-Exempt	$ 10.60	$ 12.72	$ 16.16	$ 22,048	$ 26,458	$ 33,613	15	8
318	SOLID WASTE COMMERCIAL REPRESENTATIVE	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	13	6
518	SOLID WASTE FACILITY MAINTENANCE WORKER	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	13	7
110	SOLID WASTE OPERATIONS SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	13	1
90	STAFF ENGINEER	124	Exempt	$ 27.25	$ 32.70	$ 41.53	$ 56,680	$ 68,016	$ 86,382	15	2
508	STAFF ENGINEER UNLICENSED	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	15	2
327	SUPPORT SERVICES MANAGER	122	Exempt	$ 24.72	$ 29.66	$ 37.67	$ 51,418	$ 61,693	$ 78,354	4	6
264	SURVEYOR	118	Non-Exempt	$ 20.34	$ 24.40	$ 30.99	$ 42,307	$ 50,752	$ 64,459	15	2
492	SUSTAINABILITY AND RESILIENCE DIRECTOR	125	Exempt	$ 28.61	$ 34.33	$ 43.60	$ 59,509	$ 71,406	$ 90,688	15	1

City of Fayetteville
Job Titles and Grades

JOB CODE	JOB TITLE	JOB GRADE	FLSA Exempt or Non-Exempt	MINIMUM HOURLY	MARKET HOURLY	MAXIMUM HOURLY	MINIMUM SALARY	MARKET SALARY	MAXIMUM SALARY	EEO Function	EEO Category
538	SUSTAINABILITY PROJECT COORDINATOR	110	Non-Exempt	$ 14.16	$ 16.99	$ 21.58	$ 29,453	$ 35,339	$ 44,886	15	6
253	SYSTEMS ANALYST - POLICE	119	Non-Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	15	3
247	TECHNICAL SERVICES SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	12	3
543	TECHNICAL SUPPORT SPECIALIST	119	Non-Exempt	$ 21.35	$ 25.62	$ 32.54	$ 44,408	$ 53,290	$ 67,683	15	3
283	TELECOMMUNICATIONS ENGINEER	116	Non-Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	15	3
191	TRAFFIC CONTROL SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	2	3
67	TRAFFIC SIGNAL TECHNICIAN	112	Non-Exempt	$ 15.61	$ 18.73	$ 23.79	$ 32,469	$ 38,958	$ 49,483	2	3
126	TRAFFIC TECHNICIAN	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	2	3
375	TRAILS COORDINATOR	120	Exempt	$ 22.42	$ 26.90	$ 34.17	$ 46,634	$ 55,952	$ 71,074	15	2
176	TRANSCRIPTIONIST	106	Non-Exempt	$ 12.27	$ 14.73	$ 18.70	$ 25,522	$ 30,638	$ 38,896	4	6
468	TRANSPORTATION FACILITY MAINTENANCE WORKER	111	Non-Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	2	7
465	TRANSPORTATION SERVICES DIRECTOR	129	Exempt	$ 34.78	$ 41.73	$ 53.00	$ 72,342	$ 86,798	$ 110,240	2	1
361	URBAN FORESTER	115	Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	6	2
458	URBAN FORESTRY MWI	101	Non-Exempt	$ 9.62	$ 11.54	$ 14.66	$ 20,010	$ 24,003	$ 30,493	6	8
474	UTILITIES DIRECTOR	130	Exempt	$ 36.52	$ 43.82	$ 55.65	$ 75,962	$ 91,146	$ 115,752	12	1
519	UTILITIES TECHNICAL & DESIGN TEAM LEADER	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	12	1
268	VETERINARIAN	124	Exempt	$ 27.25	$ 32.70	$ 41.53	$ 56,680	$ 68,016	$ 86,382	15	2
230	VIDEO PRODUCTION TECHNICIAN	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	3
555	VIDEO RECORDING EQUIPMENT OPERATOR	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	15	3
534	VOLUNTEER & COMMUNITY PROG COORD.	115	Non-Exempt	$ 18.07	$ 21.68	$ 27.54	$ 37,586	$ 45,094	$ 57,283	6	5
440	WAREHOUSE ATTENDANT WATER SEWER	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
481	WARRANTY AND MATERIALS COORDINATOR	114	Non-Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	15	6
148	WASTE REDUCTION COORDINATOR	114	Exempt	$ 17.21	$ 20.65	$ 26.23	$ 35,797	$ 42,952	$ 54,558	13	1
5	WATER & SEWER OPERATIONS MANAGER	126	Exempt	$ 30.04	$ 36.05	$ 45.78	$ 62,483	$ 74,984	$ 95,222	12	1
18	WATER FIELD SERVICE REPRESENTATIVE	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	8
350	WATER SEWER FIELD MAINTENANCE SUPERVISOR	116	Exempt	$ 18.97	$ 22.77	$ 28.92	$ 39,458	$ 47,362	$ 60,154	12	7
192	WATER/SEWER OPERATIONS CLERK	108	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	12	6
547	WEBSITE CONTENT MANAGER	117	Exempt	$ 19.37	$ 23.24	$ 29.51	$ 40,290	$ 48,339	$ 61,381	15	3
201	YRCC DIRECTOR	111	Exempt	$ 14.87	$ 17.84	$ 22.66	$ 30,930	$ 37,107	$ 47,133	6	1
533	YRCC PROGRAM COORDINATOR (FT)	109	Non-Exempt	$ 13.49	$ 16.18	$ 20.55	$ 28,059	$ 33,654	$ 42,744	6	5
487	YRCC RECREATION ASST	NG	Non-Exempt							6	5
476	YRCC RECREATION PROGRAM ASSISTANT II	107	Non-Exempt	$ 12.89	$ 15.47	$ 19.64	$ 26,811	$ 32,178	$ 40,851	6	5
	*POSITIONS WITH "NG" LISTED IN JOB GRADE COLUMN ARE CURRENTLY UNGRADED										

APPENDIX C

FAYETTEVILLE POLICE DEPARTMENT PAY PLAN
EFFECTIVE 3-18-2013

Position	Grd	Rate	Annual Hours	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	**330**	ANNUALIZED****		$ 35,656	$ 37,323	$ 38,989	$ 40,656	$ 42,323	$ 43,990	$ 45,656	$ 47,323	$ 48,990	$ 50,657
		HOURLY RATE	2080	17.15	17.95	18.75	19.55	20.35	21.15	21.96	22.76	23.56	24.36
Police Corporal	**332**	ANNUALIZED****		$ 42,000	$ 43,897	$ 45,794	$ 47,691	$ 49,589	$ 51,486	$ 53,383	$ 55,280		
		HOURLY RATE	2080	20.20	21.11	22.02	22.93	23.85	24.76	25.67	26.58		
Police Sergeant	**335**	ANNUALIZED****		$ 46,381	$ 48,195	$ 50,008	$ 51,822	$ 53,636	$ 55,450	$ 57,263	$ 59,077	$ 60,891	$ 62,705
		HOURLY RATE	2080	22.30	23.18	24.05	24.92	25.79	26.66	27.54	28.41	29.28	30.15
Police Lieutenant	**337**	ANNUALIZED****		$ 51,622	$ 53,601	$ 55,580	$ 57,559	$ 59,538	$ 61,517	$ 63,496	$ 65,475	$ 67,453	$ 69,432
		HOURLY RATE	2080	24.82	25.77	26.73	27.68	28.63	29.58	30.53	31.48	32.43	33.39

SCHEDULED HOURS: 2080 SCHEDULE INCLUDES COMPENSATION FOR ALL RECOGNIZED HOLIDAYS PLUS ONE 8 HOUR PERSONAL DAY.

ADDITIONAL PAY: 88 HOURS OF ADDITIONAL HOLIDAY IS PAID ABOVE SCHEDULED HOURS AND PRORATED OVER EACH OF THE 26 PAY PERIODS

Position	Grd	Rate	Annual Hours	Minimum	Maximum
Police Captain	**340**	ANNUALIZED****		$ 59,274	$ 80,759
		HOURLY RATE	2080	28.50	38.83

Police Captains progress thru the pay range via the Merit pay system rather than the Step system.

*******NOTE** The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by the listed annual hours.

APPENDIX D

FAYETTEVILLE FIRE DEPARTMENT PAY PLAN
EFFECTIVE 3-18-2013

Position	Grd	Rate	Annual Hours	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	**232**	ANNUALIZED		$ 33,469	$ 35,125	$ 36,781	$ 38,437	$ 40,093	$ 41,749	$ 43,405	$ 45,061	$ 46,717	$ 48,373
		HOURLY RATE - SHIFT	2912	$ 11.50	$ 12.07	$ 12.64	$ 13.20	$ 13.77	$ 14.34	$ 14.91	$ 15.48	$ 16.05	$ 16.62
		40 HR WK RT RATE	2080	$ 16.10	$ 16.89	$ 17.69	$ 18.48	$ 19.28	$ 20.08	$ 20.87	$ 21.67	$ 22.46	$ 23.26
Driver	**235**	ANNUALIZED		$ 41,579	$ 42,915	$ 44,251	$ 45,587	$ 46,923	$ 48,259	$ 49,595	$ 50,931	$ 52,267	$ 53,603
		HOURLY RATE - SHIFT	2912	$ 14.28	$ 14.74	$ 15.20	$ 15.66	$ 16.12	$ 16.58	$ 17.04	$ 17.50	$ 17.95	$ 18.41
		40 HR WK RT RATE	2080	$ 19.99	$ 20.64	$ 21.28	$ 21.92	$ 22.56	$ 23.21	$ 23.85	$ 24.49	$ 25.13	$ 25.78
Fire Captain	**238**	ANNUALIZED		$ 51,576	$ 53,429	$ 55,283	$ 57,136	$ 58,990	$ 60,843	$ 62,697	$ 64,550	$ 66,404	$ 68,257
		HOURLY RATE - SHIFT	2912	$ 17.72	$ 18.35	$ 18.99	$ 19.63	$ 20.26	$ 20.90	$ 21.54	$ 22.17	$ 22.81	$ 23.44
		40 HR WK RT RATE	2080	$ 24.80	$ 25.69	$ 26.58	$ 27.47	$ 28.37	$ 29.26	$ 30.15	$ 31.04	$ 31.93	$ 32.82
Battalion Chief	**241**	ANNUALIZED		$ 58,347	$ 60,403	$ 62,459	$ 64,515	$ 66,572	$ 68,628	$ 70,684	$ 72,740	$ 74,796	$ 76,852
		HOURLY RATE - SHIFT	2912	$ 20.04	$ 20.75	$ 21.45	$ 22.16	$ 22.87	$ 23.57	$ 24.28	$ 24.98	$ 25.69	$ 26.40
		40 HR WK RT RATE	2080	$ 28.06	$ 29.04	$ 30.03	$ 31.02	$ 32.01	$ 33.00	$ 33.99	$ 34.98	$ 35.96	$ 36.95

SHIFT PERSONNEL SCHEDULED HOURS: 2912

DAY PERSONNEL SCHEDULED HOURS: 2080 SCHEDULE INCLUDES COMPENSATION FOR ALL RECOGNIZED HOLIDAYS

ADDITIONAL PAY: 96 HOURS OF ADDITIONAL HOLIDAY IS PAID ABOVE SCHEDULED HOURS AND PRORATED OVER EACH OF THE 26 PAY PERIODS

*******NOTE** The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by the listed annual hours.

APPENDIX E

THREE TIER MERIT PAY GRID EFFECTIVE 3-18-2013

GRADE	****ANNUALIZED SALARY			****HOURLY RATE		
	MINIMUM	MARKET	MAXIMUM	MINIMUM	MARKET	MAXIMUM
TIER 1						
101	$ 19,997	$ 23,996	$ 30,475	$ 9.62	$ 11.54	$ 14.66
102	$ 20,996	$ 25,195	$ 31,998	$ 10.10	$ 12.12	$ 15.39
103	$ 22,046	$ 26,455	$ 33,598	$ 10.60	$ 12.72	$ 16.16
104	$ 23,148	$ 27,778	$ 35,278	$ 11.13	$ 13.36	$ 16.97
105	$ 24,306	$ 29,167	$ 37,042	$ 11.69	$ 14.03	$ 17.81
106	$ 25,521	$ 30,625	$ 38,894	$ 12.27	$ 14.73	$ 18.70
107/108**	$ 26,798	$ 32,157	$ 40,840	$ 12.89	$ 15.47	$ 19.64
TIER 2						
109	$ 28,041	$ 33,650	$ 42,735	$ 13.49	$ 16.18	$ 20.55
110	$ 29,444	$ 35,333	$ 44,873	$ 14.16	$ 16.99	$ 21.58
111	$ 30,916	$ 37,099	$ 47,116	$ 14.87	$ 17.84	$ 22.66
112	$ 32,461	$ 38,954	$ 49,471	$ 15.61	$ 18.73	$ 23.79
113	$ 34,085	$ 40,902	$ 51,945	$ 16.39	$ 19.67	$ 24.98
114	$ 35,788	$ 42,946	$ 54,542	$ 17.21	$ 20.65	$ 26.23
115	$ 37,578	$ 45,094	$ 57,269	$ 18.07	$ 21.68	$ 27.54
116	$ 39,457	$ 47,349	$ 60,133	$ 18.97	$ 22.77	$ 28.92
TIER 3						
117	$ 40,274	$ 48,330	$ 61,379	$ 19.37	$ 23.24	$ 29.51
118	$ 42,288	$ 50,746	$ 64,448	$ 20.34	$ 24.40	$ 30.99
119	$ 44,403	$ 53,283	$ 67,670	$ 21.35	$ 25.62	$ 32.54
120	$ 46,623	$ 55,948	$ 71,054	$ 22.42	$ 26.90	$ 34.17
121	$ 48,954	$ 58,745	$ 74,606	$ 23.54	$ 28.25	$ 35.87
122	$ 51,402	$ 61,682	$ 78,337	$ 24.72	$ 29.66	$ 37.67
123	$ 53,972	$ 64,767	$ 82,254	$ 25.95	$ 31.14	$ 39.55
124	$ 56,670	$ 68,005	$ 86,366	$ 27.25	$ 32.70	$ 41.53
125	$ 59,504	$ 71,405	$ 90,684	$ 28.61	$ 34.33	$ 43.60
126	$ 62,480	$ 74,976	$ 95,219	$ 30.04	$ 36.05	$ 45.78
127	$ 65,603	$ 78,724	$ 99,980	$ 31.55	$ 37.85	$ 48.07
128	$ 68,884	$ 82,661	$ 104,979	$ 33.12	$ 39.75	$ 50.48
129	$ 72,328	$ 86,793	$ 110,228	$ 34.78	$ 41.73	$ 53.00
130	$ 75,944	$ 91,133	$ 115,739	$ 36.52	$ 43.82	$ 55.65
131	$ 79,741	$ 95,690	$ 121,526	$ 38.34	$ 46.01	$ 58.43
132	$ 83,728	$ 100,474	$ 127,602	$ 40.26	$ 48.31	$ 61.35
133	$ 87,915	$ 105,498	$ 133,983	$ 42.27	$ 50.73	$ 64.42
134	$ 92,310	$ 110,773	$ 140,682	$ 44.38	$ 53.26	$ 67.64

** The new grid implementation moves all positions graded 107 & 108 into the same grade as a market equity adjustment. After averaging, the market is not recognizing a difference in pay at these two grade levels. Moving forward, jobs in grades 107 & 108 will be listed on the pay grid with one pay range labeled 107/108. From a status change standpoint, employee movement from a position graded 107 to 108 will not be a promotion; it will be a lateral move.

****NOTE: The hourly rates have been rounded up to two decimal places beginning 3/18/2013 and are now considered to be the Official Hourly Rate (OHR). Any difference in the annualized salary is a result of rounding and you should not attempt to determine the OHR by taking a published annual rate and dividing by 2080.

Appendix F - Arkansas Blue Cross and Blue Shield: PPO XXX - 1

Coverage Period: 01/01/2016 — 12/31/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Family | **Plan Type:** PPO

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at **www.arkansasbluecross.com** or by calling **1-800-238-8379**.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	$1,000 - person - in-network / out-of-network. $2,000 - family - in-network / out-of-network.	You must pay all the costs up to the **deductible** amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. In-network - $3,000 person / $6,000 family. For out-of-network - $4,000 person / $8,000 family.	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Out-of-network Deductibles, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of In-network providers, see www.arkansasbluecross.com or call 1-800-238-8379.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about **excluded services**.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

SBC #: 08061515144117
OMB Control Numbers 1545-2229, 1210-0147, and 0938-1146
11/06/2015

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% coinsurance	40% coinsurance	---none---
	Specialist visit	20% coinsurance	40% coinsurance	---none---
	Other practitioner office visit	20% coinsurance	40% coinsurance	Coverage for chiropractic care subject to 30 visit Rehabilitation limit
	Preventive care/screening/immunization	No Charge	20% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Coverage requires prior authorization

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.arkansasbluecross.com.	Generic drugs	Retail $10 copay/ prescription Mail $20 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail $30 copay/ prescription Mail $60 copay/prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Non-preferred brand drugs	Retail $50 copay/ prescription Mail $100 copay/ prescription	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail $50 copay/ prescription	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	---none---
	Physician/surgeon fees	20% coinsurance	40% coinsurance	---none---
If you need immediate medical attention	Emergency room services	20% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	20% coinsurance	20% coinsurance	Coverage is limited to $1,000/trip (ground or water) and $5,000/trip (air) with one trip per calendar year
	Urgent care	20% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	20% coinsurance	40% coinsurance	---none---

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	---none---
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	---none---
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	20% coinsurance	40% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	20% coinsurance	40% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	20% coinsurance	40% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	20% coinsurance	40% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	20% coinsurance	40% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	20% coinsurance	40% coinsurance	Coverage requires prior authorization
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

***See limitations on top of next page.*

*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover **(This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services **(This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Bariatric Surgery
- Chiropractic care
- Hearing aids
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays** $5,120
- **Patient pays** $2,420

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$1,000
Copays	$20
Coinsurance	$1,200
Limits or exclusions	$200
Total	$2,420

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays** $2,900
- **Patient pays** $2,500

Sample care costs:

Prescriptions	$2,900
Medical Equipment & Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$1,000
Copays	$800
Coinsurance	$200
Limits or exclusions	$500
Total	$2,500

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✔ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✔ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Appendix G - Arkansas Blue Cross and Blue Shield: HSA XXX - 1

Coverage Period: 01/01/2016 — 12/31/2016

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: Individual/Family | **Plan Type:** HSA

This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at **www.arkansasbluecross.com** or by calling **1-800-238-8379**.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	In-network $3,000 person / $6,000 family. Out-of-network $6,000 person / $12,000 family.	You must pay all the costs up to the **deductible** amount before this health insurance plan begins to pay for covered services you use. Check your policy to see when the **deductible** starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the **deductible**.
Are there other deductibles for specific services?	No.	You don't have to meet **deductibles** for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an out–of–pocket limit on my expenses?	Yes. In-network - $3,000 person / $6,000 family.	The **out-of-pocket limit** is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the out–of–pocket limit?	Out-of-network Deductibles, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the **out-of-pocket limit**.
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for *specific* covered services, such as office visits.
Does this plan use a network of providers?	Yes. For a list of In-network providers, see www.arkansasbluecross.com or call 1-800-238-8379.	If you use an in-network doctor or other health care **provider**, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network **provider** for some services. Plans use the term in-network, **preferred**, or participating for **providers** in their **network**. See the chart starting on page 2 for how this plan pays different kinds of **providers**.
Do I need a referral to see a specialist?	No. You don't need a referral to see a specialist.	You can see the **specialist** you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about **excluded services**.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

SBC #: 08061515144130
OMB Control Numbers 1545-2229, 1210-0147, and 0938-1146
11/06/2015

- **Copayments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is $1,000, your **coinsurance** payment of 20% would be $200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the **allowed amount** is $1,000, you may have to pay the $500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	0% coinsurance	20% coinsurance	---none---
	Specialist visit	0% coinsurance	20% coinsurance	---none---
	Other practitioner office visit	0% coinsurance	20% coinsurance	Coverage for chiropractic care subject to 30 visit Rehabilitation limit
	Preventive care/screening/immunization	No Charge	20% coinsurance	---none---
If you have a test	Diagnostic test (x-ray, blood work)	0% coinsurance	20% coinsurance	---none---
	Imaging (CT/PET scans, MRIs)	0% coinsurance	20% coinsurance	Coverage requires prior authorization
If you need drugs to treat your illness or condition	Generic drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
More information about prescription drug coverage is available at www.arkansasbluecross.com.	Non-preferred brand drugs	Retail 0% coinsurance	Not Covered	Covers up to a month's supply (retail prescriptions); Mail order is covered
	Specialty drugs	Retail 0% coinsurance	Not Covered	Prior authorization, step therapy or quantity limitations may apply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	0% coinsurance	20% coinsurance	---none---
	Physician/surgeon fees	0% coinsurance	20% coinsurance	---none---

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If you need immediate medical attention	Emergency room services	0% coinsurance	20% coinsurance	---none---
	Emergency medical transportation	0% coinsurance	20% coinsurance	Coverage is limited to $1,000/trip (ground or water) and $5,000/trip (air) with one trip per calendar year
	Urgent care	0% coinsurance	20% coinsurance	---none---
If you have a hospital stay	Facility fee (e.g., hospital room)	0% coinsurance	20% coinsurance	Out-of-Network/out-of-state inpatient admissions require prior notification
	Physician/surgeon fee	0% coinsurance	20% coinsurance	---none---
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	0% coinsurance	20% coinsurance	---none---
	Mental/Behavioral health inpatient services	0% coinsurance	20% coinsurance	---none---
	Substance use disorder outpatient services	0% coinsurance	20% coinsurance	Covered under Mental/Behavioral health outpatient services
	Substance use disorder inpatient services	0% coinsurance	20% coinsurance	---none---
If you are pregnant	Prenatal and postnatal care	0% coinsurance	20% coinsurance	Coverage for routine ultrasounds is limited to 1
	Delivery and all inpatient services	0% coinsurance	20% coinsurance	---none---
If you need help recovering or have other special health needs	Home health care	0% coinsurance	20% coinsurance	Coverage is limited to 40 visits per calendar year
	Rehabilitation services	0% coinsurance	20% coinsurance	Coverage is limited to 30 visits per calendar year
	Habilitation services	Not Covered	Not Covered	
	Skilled nursing care	0% coinsurance	20% coinsurance	Coverage is limited to 30 days per calendar year; Coverage requires prior authorization
	Durable medical equipment	0% coinsurance	20% coinsurance	Coverage does not contribute to out-of-pocket limit
	Hospice service	0% coinsurance	20% coinsurance	Coverage requires prior authorization

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions*
If your child needs dental or eye care	Eye exam	Not Covered	Not Covered	
	Glasses	Not Covered	Not Covered	
	Dental check-up	Not Covered	Not Covered	

**See limitations on top of next page.*

*For any health intervention, there are six general coverage criteria that must be met in order for that intervention to qualify for coverage under your plan; 1) the primary coverage criteria (medical necessity requirement) must be met; 2) the health intervention must conform to specific limitations stated in your plan; 3) the health intervention must not be specifically excluded under the terms of your plan; 4) at the time of the intervention, you must meet the plan's eligibility standards; 5) you must comply with the plan's provider network and cost sharing arrangements; and 6) you must follow the plan's procedures for filing claims.

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover **(This isn't a complete list. Check your policy or plan document for other excluded services.)**

- Acupuncture
- Cosmetic Surgery
- Dental Care
- Eye exam
- Glasses
- Habilitation services
- Hearing aids
- Long term care
- Private-duty nursing
- Routine Eye Care
- Routine foot care
- Weight loss programs

Other Covered Services **(This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)**

- Bariatric Surgery
- Chiropractic care
- Infertility treatment
- Non-Emergency Care when traveling outside of U.S. (Subject to discretion of the company)

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-238-8379. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the plan at 1-800-238-8379. You may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform or the Arkansas Insurance Department at 1-800-852-5494.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-238-8379.

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays** $4,340
- **Patient pays** $3,200

Sample care costs:

Hospital charges (mother)	$2,700
Routine obstetric care	$2,100
Hospital charges (baby)	$900
Anesthesia	$900
Laboratory tests	$500
Prescriptions	$200
Radiology	$200
Vaccines, other preventive	$40
Total	**$7,540**

Patient pays:

Deductibles	$3,000
Copays	$0
Coinsurance	$0
Limits or exclusions	$200
Total	$3,200

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays** $1,900
- **Patient pays** $3,500

Sample care costs:

Prescriptions	$2,900
Medical Equipment & Supplies	$1,300
Office Visits and Procedures	$700
Education	$300
Laboratory tests	$100
Vaccines, other preventive	$100
Total	**$5,400**

Patient pays:

Deductibles	$3,000
Copays	$0
Coinsurance	$0
Limits or exclusions	$500
Total	$3,500

Questions and answers about Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✔ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box for each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✔ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-800-238-8379 or visit us at www.arkansasbluecross.com.
If you aren't clear about any of the bolded terms used in this form, see the Glossary. You can view the Glossary at www.arkansasbluecross.com/about/glossary.aspx or call 1-800-238-8379 to request a copy.

Appendix H - Retirement Plans

Employee Retirement Savings Plan Options

The City offers two plan options for regular full-time merit employees, and Civil Service employees if they choose to participate (with no City contribution) in addition to LOPFI (with a City contribution rate required by the plan).

Eligibility

To be eligible for the plans you will need to have completed 1 year of service. Year of service is defined as a 12 consecutive month period during which you are continuously employed as an eligible employee.

Contributions

A minimum employee contribution of 3% of eligible compensation in the plan is required to participate and qualify for the City's contribution of 12%.

Maximum contributions are set every year by the IRS. See maximums for each plan below.

Plan participants are 100% vested.

401(A) Retirement Savings Plan	457 Deferred Compensation Plan
The 401(A) plan provides for after-tax contributions where your contributions are deducted from your paycheck after taxes are calculated. Your contributions are not taxable when withdrawn however, earnings are taxable. **2016 Annual Maximum Contribution:** 13% (the required 3% + 10% elective contribution)	The 457 plan provides for pre-tax contributions where your contributions are deducted from your paycheck before taxes are calculated. Your contributions along with the earnings will be taxable when withdrawn from your plan account. **2016 Annual Maximum Contribution:** $18,000; participants who are currently age 50 or will be age 50 in 2016 may contribute up to an additional $6,000 in "catch-up" contributions. The total annual contribution limit for a 457 participant age 50 or older is $24,000.

Making Changes

You may change your contribution amount or suspend contributions by completing the Retirement Plan Change Form. Such change or suspension shall be effective on the first payroll date of the calendar month following completion of the change form.

You may change your designation of beneficiary at any time by completing the Retirement Plan Change Form.

Contact your Benefits Administrator for the change form.

You may change your investment options at any time by logging in to StartRight website or calling BOKF Participant Services Group at 800.876.9557.

Arkansas Local Police and Fire Retirement System (LOPFI)

Civil Service employees are automatically enrolled in LOPFI with the option to also participate in the City's Retirement Plans.

Contributions

Each member of this plan is required to contribute 8.5% of their compensation. The City's contribution is set annually according to the requirement of the plan.

CITY OF FAYETTEVILLE, ARKANSAS

POLICY AND PROCEDURE

Subject:	**Appendix I - Paid Absence Policy**
Policy Number:	**HR-38**
Original Policy Date:	**January 10, 2011**
Effective Date of New/Revised Policy:	**January 10, 2011**
Revision Dates:	
Custodian of Policy	**Human Resources**
Mayor's Signature and Date	Lionell Jordan 12/16/10

HR-38.0 PURPOSE:

The purpose of this policy is to clarify whether a particular employee absence will be paid or unpaid.

HR-38.1 POLICY:

A. Whether an employee's absence is paid or unpaid will normally depend upon whether the individual employee has earned enough paid leave in his/her paid leave banks so that he/she will be paid during a given absence.

B. The types of paid leave which regular, full time employees (and regular, part time employees after two years of service) may accrue in their paid leave banks, and use in keeping with the individual policies on each type of leave, are:

- Paid sick leave
- Paid vacation leave
- Paid personal day leave
- Paid comp time leave (only for hourly employees)
- Professional development leave

C. The types of paid leave which all regular, full time employees and eligible part time employees will receive when the requirements of City policies are met are:

- Paid holiday leave
- Paid funeral leave
- Paid military leave

- Paid Jury Duty

D. In addition, eligible employees may utilize crisis leave (paid out of sick leave banks), catastrophic leave (see applicable policy), and Family and Medical Leave Act ("FMLA") leave (paid out of various banks per FMLA policy).

E. Uniformed Police employees may be eligible for paid fitness leave earned as a result of meeting certain work related fitness requirements.

F. In order to maintain fairness across divisions and administrative supervision of matters affecting the City budget and employee morale, City supervisors are not permitted to create new or additional types of paid leave without first obtaining written authorization from Human Resources, the Finance Director, the Chief of Staff, and the Mayor.

G. Employees may donate certain types of paid leave hours from their own paid leave banks to other employees' paid leave banks. The types of leave an employee may donate to another are governed by the applicable individual leave policies and are limited to:

- Catastrophic leave
- Professional development leave

H. The presence of accrued leave in an accrued leave bank does not mean the employee has the automatic right to use it to take a day off. Supervisors are responsible for seeing to it that all the work gets done with a minimum of overtime, and are accordingly always in charge of employee schedules and have the final say on whether an employee is permitted to take a day off of work.

I. Unexcused absences are unpaid, as are absences for which there is no accrued paid leave available in the employee's paid leave banks. An exception to this would be a scheduling instance as described in Section 37.1(E) of HR-37, City Attendance Policy: Planned and Unplanned Absences..

J. Employees are, of course, expected to be honest with their supervisors and this is particularly true with regard to their requests for time off work for reasons pertaining to sick leave, funeral leave, crisis leave, or emergency situations. Dishonesty in this or any other context is considered valid grounds for disciplinary action. If the question arises as to whether an employee's activities while off work are generally consistent with the reasons given by the employee for missing work due to sick leave, funeral leave, crisis leave, or an emergency situation, the issue will be decided based upon the totality of the circumstances.

K. Employees may not normally be absent without pay unless all of their accrued leave banks are depleted [1]. [2]. One exception to this rule can occur where an employee out for

[1] This rule assumes that benefits administration may occasionally necessitate a few accrued leave bank hours being authorized by HR to be set aside by the City to assist the employee in paying for employee insurance premiums

medical related reasons, in conjunction with calculation assistance from I-IR and the employee's supervisor, intentionally sets aside a portion of accrued leave for later payrolls during the anticipated absence for the sole purpose of continuation of benefits. A second exception may occur in the rare situation where, by prior permission in writing, the employee's Department head, the City's Finance Director, and the City's Chief of Staff sign an approval in writing for a particular employee to take an unpaid leave of absence despite having accrued leave in leave banks available for use. This type of rare privilege should be reserved for unusual circumstances and only for employees with an established documented history of good job performance.

L. Employees may be paid some or all of their accrued but unused paid leave out of their paid leave banks upon termination of employment, depending on whether they meet the criteria set out in the individual policies for each type of paid leave bank. If a Civil Service employee (uniformed Police of Fire employee) appeals a termination then if the appeal results in reinstatement of employment the employee will be required to reimburse the City for the leave banks that were paid out.

M. Civil Service (uniformed Police or Fire) employees transferring out of the Police Department or Fire Department from a Civil Service position to a merit employee position will have their paid leave banks paid out as if they had terminated their employment with the City. Other employee transfer situations will not normally require or permit a payout of paid leave banks. The transferring employee's seniority dates will remain unaltered for paid leave accrual (and benefit eligibility) purposes.

N. Making up time worked instead of using paid leave[3]:

1. The direct supervisor (or other designee) of an hourly employee has the discretion to agree in advance to allow an hourly employee to miss regularly scheduled work and then make it up as long as the time is made up within the same workweek (or lookback period for uniformed fire and police employees) and is a non-routine, occasional situation. Such discretion should be based on considerations of scheduling, staffing, the services provided by that Division/Department, budget considerations (especially overtime caused by others having to work extra), the quality of the employee's attendance otherwise, and general fairness to the other employees in the Division/Department.

2. Salaried employees at the City are often in positions of increased responsibility and are expected to regularly and routinely work over 40 hours per workweek. Salaried employees may be permitted by their supervisors to make up work

---

during an extended absence, such as the process described in the Benefits Continuation section of City Policy HR-27, FMLA.

[2] This rule assumes that benefits administration may occasionally necessitate a few accrued leave bank hours being authorized by HR to be set aside by the City to assist the employee in paying for employee insurance premiums during an extended absence, such as the process described in the Benefits Continuation section of City Policy HR-27, FMLA.

[3] Please note that this section is not intended to apply to Uniformed Police or Fire "shift trade" situations.

missed in the same day or same workweek without having to utilize accrued leave. Supervisors have discretion to permit or not permit the employee to do so based upon the totality of the circumstances. Among the circumstances to be considered are whether:

a. The employee regularly and routinely works over 40 hours each week;
b. The supervisor's permission was obtained beforehand by the salaried employee (absent emergency circumstances); and
c. The request is a non-routine, occasional one.

HR-38.2 PROCEDURE:

Questions concerning applicability of this policy to individual situations should be directed to the designated personnel in Human Resources. Questions concerning the paid leave banks themselves should be directed to the designated payroll personnel in Accounting.

Appendix J - Data Source List

ARKANSAS

Bentonville
Conway
Fort Smith
Jonesboro
Little Rock
N. Little Rock
Pine Bluff
Rogers
Springdale

KANSAS

Lawrence
Manhattan

LOUISIANNA

Bossier City

MISSOURI

Blue Springs
Columbia
Florissant
Joplin
Lee's Summit
O'Fallon
Springfield
St. Charles
St. Joseph
St. Peters

OKLAHOMA

Broken Arrow
Edmond
Midwest City
Norman
Stillwater

TEXAS

Bryan
College Station

PRIVATE SECTOR DATA

NOARK Salary Survey
This salary survey is commissioned each year by the Northwest Arkansas Human Resources Associatio
It includes both private and public employers.

OTHER PUBLIC ORGANIZATIONS

University of Arkansas, Fayetteville

RFP 16-02, Addendum 1

Date: Tuesday April 26, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8220 – aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

---

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. ***BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.***

1. A non-mandatory pre-proposal conference will be held on Tuesday, May 03, 2016 at 9:30 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. All interested parties are strongly encouraged to participate in this conference.

2. Interested parties unable to attend on site in Fayetteville, Arkansas may attend via telephone conference call option listed below.
   a. **Conference Call Option:** Call 479-718-7657 to be in open conference call.

3. Agenda for the Pre-Proposal Conference will be as stated below.
   a. Attendee identification – both from attendees in physical presence as well as telephone. At 9:30 AM, all attendees will be asked to provide their company name, primary contact, phone number and email.
   b. RFP 16-02
      i. Administrative summary (Purchasing)
      ii. Reminder of Deadline for Questions (Purchasing)
      iii. Scope review (Human Resources)
   c. Questions from interested parties (taken one at a time from any interested party)
   d. Document clarifications if needed
   e. Recap

4. An addendum will be issued at a later date and time and is intended to have the following information:
   a. Summary from the pre-proposal conference
   b. List of attendees from the pre-proposal conference
   c. Answers to any questions asked via e-mail prior to the deadline for questions previously identified
   d. Additional questions, clarifications or modifications to the RFP (if necessary).

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

RFP 16-02, Addendum 2

Date: Friday, May 6, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8289, aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

---

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. ***BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE PROPOSAL FORM.***

1. A non-mandatory pre-proposal conference was held on Tuesday, May 03, 2016 at 9:30 AM, local time in Room 326 at City Hall, 113 W. Mountain, Fayetteville, AR 72701. Attached is a copy of the sign in sheet, including conference attendees as well as the pre-proposal conference agenda.

2. **The deadline for questions is hereby extended to Monday, May 09, 2016 at 2:00 PM, local time. All questions shall be sent via e-mail to Andrea Rennie at aforen@fayetteville-ar.gov.**

3. The following items were discussed during the Pre-Proposal conference:

    a. The City is open to modifying its existing point factor system.
    b. The City expects the consultant to collect new data for the study.
    c. The City anticipates post study support to consist of training the City HR Staff and the Job Grading Committee (approximately 15 employees), and key personnel (approximately 5 employees) on the consultant's job grading methodology and general ongoing standard support.
    d. The City currently updates job descriptions on an ongoing basis.
        i. Jobs which have had recent turnover have been revised.
        ii. In 2015 approximately 53 job descriptions were updated.
        iii. Job description revisions are **NOT included** in the scope of work for this project.
    e. No legal firm is identified for FLSA consultation other than the selected consultant. The City typically consults with the City Attorney on items as necessary.
    f. Page 6 of 24 referencing "provision for other agencies" is not a requirement for this project. Proposers not in favor of extending proposal to another agency shall disclose such. Disclosure of not extending terms to another agency will not have an impact on the City's decision and is not part of the selection criteria.
    g. Benefits have not been evaluated in a significant amount of time as a component of a total rewards strategy.
    h. The City provides annual merit/step increases on the same effective date for all employees rather than anniversary dates.
    i. The City desires a firm which has experience in public safety. Proposers with experience should disclose such experience in their RFP response.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

j. The City is currently under contract for an economic development study and has identified five cities as comparisons for benchmarking including (Ashville, NC, Boulder, CO, Chapel Hill, NC, Fort Collins, CO and Lawrence, KS). The City disclosed this information so it can be evaluated by the selected consultant for data comparison, if applicable.
k. The City is not against modifying the data sources; however, deviation from the 2012 listing should come only after consideration, evaluation, and coordination with the City.
l. Unions are not recognized as bargaining units; however, certain groups such as IAFF and FOP are actively engaged in the survey process.
m. The evaluation of Police and Fire classification, compensation and benefits is important as there have been idiosyncrasies in past studies where compensation for these two groups were not fully understood. Since compensation for holiday pay varies in different states, an understanding of differences is essential when comparing data sources.
n. The City is going through this RFP process to allow open, fair, and equitable competition to all interested parties. Proposals will be evaluated fairly in accordance with the selection criteria published in the RFP.

4. The City has received the following questions in writing pertaining to this RFP. An answer for each question has been provided.

a. Has the City budgeted funds for this study? If yes, please indicate the amount budgeted for this study.
    i. The City will not be releasing an amount for budgeted funds in this addendum due to the selection criteria being 10% of the consideration. Funds were budgeted; however, they may or may not be an accurate representation of the amount of funds necessary to complete the scope of work.

b. While the City clearly identifies 'what' services/consulting are being requested, it is unclear 'why' the City is interested in having this Study completed. The City states it "desires to <u>implement</u> classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity". This seems to suggest the current plan does not do so. Therefore, can the City provide any additional information that informs prospective proposers on why the current plans may not be meeting the needs of the City?
    i. The City of Fayetteville is going out to bid because it has been approximately 4 years since the previous study. This project is important as it will provide the City with useful information to have the resources and knowledge to better recruit, retain, and reward employees. This will better position the City to be competitive with other private and public sector employers.

c. Has the City invited the Management Advisory Group to bid on this work? If no, can you explain why?
    i. The project was advertised state wide twice, is currently published on the City's website, and was distributed to over 1,700 subscribers on the City's Purchasing Division mailing listing. The City does not restrict any firm from submitting a proposal and invites all qualified firms to submit.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

d. Did the City contract with Management Advisory Group in any years between 2008 through 2015 for services/products related to Classification, Compensation and/or Benefits? If yes, in what years during this period was Management Advisory Group under contract with the City?
    i. The City contracted with Management Advisory Group in 2012 for a salary survey.

e. Is the City satisfied with the Management Advisory Group's point factor method of job evaluation?
    i. The current point factor method of job evaluation has served the City well. The City is open to new job evaluation systems which may or may not include previously contracted third parties. All proposals will be evaluated in accordance with the selection criteria listed in the RFP.

f. With regards to the Anticipated Project Timeline outlined in your RFP (Page 22 of 24), can you provide more details for the item listed for the date – "Week of June 27" – Interviews. Will these 'interviews' use a panel of City employees beyond the HR team to interview the prospective consultant? If yes, please explain the process in greater detail.
    i. The Selection Committee anticipates evaluating all proposals received and reserves the right to short list (if necessary) vendors for an interview. Interviews will be conducted by the selection committee assigned to the project. The City anticipates holding interviews with the short listed consultants some time the week of June 27th.

g. Section 3: Scope of Work sub item 2: page 14 of 24. Can the City provide insight on the benchmark cities' (Reference Appendix J – Data Sources List) participation levels with the 2012 survey. Did most or all of the listed benchmark cities provide data for the 2012 study and is the City interested in including the five benchmark cities mentioned during the pre-proposal conference (Ashville, NC, Boulder, CO, Chapel Hill, NC, Fort Collins, CO and Lawrence, KS) in the 2016 salary and benefits study?
    i. The City is open to modifying the data source listing with coordination, consideration and discussion.

h. Will the physical office location of the consulting team impact with whom the City of Fayetteville chooses to partner?
    i. No. The location in comparison of the consultant to Fayetteville, AR is not part of the selection criteria.

i. (With respect to communications) How does the City of Fayetteville typically communicate with employees? Are there preferred (or off-limits) communication methods of which we should be aware?
    i. Proposers should state in their RFP response how they prefer to communicate with employees. They City is open to best practice methods and has an existing internal employee only website which could be utilized.

j. (With respect to communications) Does the City of Fayetteville have internal communications resources with which we can partner?
    i. See response above in item "k".

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

k. (With respect to employee meeting support) How many locations and meetings per location are anticipated?
    i. Proposers shall provide this in their method of accomplishing the scope of work. The City has not required a minimum or maximum number of meetings.

5. The City was asked various questions in regard to a proposed approach to accomplishing the scope of work. To be fair to all interested parties, the City will not disclose specific methods questioned and will not provide information pertaining to how the City prefers the scope of work be completed. Proposers should present a solution to complete the scope of work based on their experience, knowledge, and best practices known within the industry.

6. The City has received additional questions which will be responded to next week after the deadline for questions has passed. The City intends to issue an third and final addendum by Friday, May 13, 2016.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

City of Fayetteville, AR

RFP 16-02, Classification, Compensation, & Benefits Study

Tuesday, May 03, 2016 - 9:30 AM

113 W. Mountain, Fayetteville, AR 72701

Pre-Proposal Conference Agenda

1. A copy of this agenda is available on the City's website at http://fayetteville-ar.gov/bids under RFP 16-02.
2. Introductions from City Staff
   a. Purchasing
   b. Human Resources
3. Attendee identification
   a. Due to the conference call situation, attendees in person will first be identified following attendees, one at a time, on the conference phone.
4. Administrative summary (Purchasing)
   a. The City is seeking sealed proposals in response to RFP 16-02, issued on 4/15/16.
   b. This RFP was initiated by the desire for a new classification, compensation, and benefits study. The formal RFP process is required by City policy due the project being expected to exceed $20,000.
   c. Renewal Term: The City is seeking a long term partner and reserves the right to award this contract for a second classification, compensation, and benefits study within five (5) years from City Council approval date of contract.
      i. The City also reserves the right to contract with the awarded vendor within such five (5) year period for work related to this RFP and the City's classification, compensation, and benefits mission.
   d. All proposers will be evaluated in a fair and impartial manner as outlined in the "Selection Criteria" listed in the RFP.
      1. 30%: Qualifications in Relation to Specific Project to be Performed
      2. 20%: Experience, Competence, and Capacity for Performance
      3. 25%: Proposed Method of Doing Work
      4. 15%: Past Performance: If previous evaluations with the City are not available, the professional firm's past performance records with other governmental agencies, and others will be used, including quality of work, timely performance, diligence, and any other pertinent information.
      5. 10%: Cost/Fees
   e. This pre-proposal conference is non-mandatory. A summary of the pre-proposal conference will be provided via addendum in addition to answers from questions as necessary.
   f. Interested parties are reminded not to contact any City employee other than Purchasing. Questions after this conference shall be addressed to Andrea Rennie, Purchasing Manager at 479-575-8289 or aforen@fayetteville-ar.gov.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

g. Deadline for questions has been established for Sunday, May 08, 2016 by midnight to aforen@fayetteville-ar.gov.
h. Deadline to submit sealed proposal is Friday, May 27, 2016 before 2:00:00 PM, local time to City Hall, 113 W. Mountain, Room 306, Attn: Purchasing, Fayetteville, AR 72701. Proposals can be mailed and received or delivered in person prior to the deadline. Late responses will not be accepted.
i. Currently two files make up the project solicitation documents:
    i. FILE 01: RFP 16-02, 59 pages including Appendix A-J
        1. Appendix A – Organizational Chart as of 01.21.16
        2. Appendix B – Job Titles and Grades
        3. Appendix C – Police Step Plan
        4. Appendix D – Fire Step Plan
        5. Appendix E – Merit Pay Plan
        6. Appendix F – 2016 PPO
        7. Appendix G – 2016 High Deductible Health Plan (HDHP) and Health Savings Account (HSA)
        8. Appendix H – Retirement Plans
        9. Appendix I – Paid Leave
        10. Appendix J – Data Sources List
    ii. FILE 02: Addendum 1 was issued on Tuesday, April 26, 2016
j. All Proposers shall submit ten (10) sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion**. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.

5. **Scope review (Human Resources)**
    a. The City is requesting proposals for comprehensive classification, compensation and benefit reviews with recommendations for step pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive.
    b. The City desires to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. Our compensation philosophy is designed as a strategy to support the City's commitment to recruiting, rewarding, retaining and motivating an excellent workforce. This is accomplished through competitive and equitable pay plans, practices and benefit offerings. The scope of work within the RFP requires the development of strategies, policies and practices necessary to carry out the total compensation philosophy.

6. **Questions from attendees (taken one at a time from any interested party).**
7. **An addendum will be issued at a later date and time and is intended to have the following information at minimum:**
    a. Copy of this conference pre-proposal agenda
    b. List of attendees from the pre-proposal conference
    c. Answers to any questions asked via e-mail prior to the deadline for questions previously identified
    d. Additional questions, clarifications or modifications to the RFP (if necessary).

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

CITY OF Fayetteville ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: RFP 16-02

Description: Classification, Compensation, & Benefits Study

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 5 / 03 / 16 Time: 9:30 AM.

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Andrea Rennie	City of Fayetteville	Purchasing Manager	479.575.8220	arenne
2	BLAIR JOHANSON	JOHANSON GROUP	PRESIDENT	479-521-2697	blair.johanson@johansongroup.net
3	BRUCE JOHANSON	" "	VICE PRESIDENT	" " "	bruce.johanson@johansongroup.net
4	Blaine T. Christopher	Korn Ferry Hay Group	Resource Consultant	214-497-2252	blaine.christopher@haygroup.com
5	Les McGaugh	City of Fayetteville	Purchasing Agent	479-575-8220	lmcgaugh@
6	Michele Bechhold	City of Fayetteville	Sr HR Officer	4795758314	mbechhold@
7	Brenda Reed	" " "	HR Director	8292	blreede
8	Rick Campbell (call-in)	JJ Fitzgerald			
9	TL Cox (Call-in)	Springstead Inc.			
10	PAUL BECKER	CITY OF FAYETTEVILLE	CFO	479-575-8345	pbecker@fayetteville-ar.gov
11	DM MARR	City of Fayetteville	COS	479-575-8330	DMARR@fayetteville-ar.gov
12	Wendy Stephens (Call-in)	Management Advisory Group			
13	Jason Stewart (Call-in)	Mercer			
14	Mark Goldberg (Call-in)	Gallagher Benefits Services			
15					
16					
17					
18					
19					
20					

RFP 16-02, Addendum 3

Date: Friday, May 13, 2016

To: All Prospective Vendors

From: Andrea Foren Rennie, CPPO, CPPB – 479.575.8289, aforen@fayetteville-ar.gov

RE: RFP 16-02, Classification, Compensation, and Benefits Study

---

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. ***BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE PROPOSAL FORM.***

The City received the following questions in writing pertaining to this RFP. An answer for each question has been provided below.

1. Section 3: Scope of Work sub item 3: page 15 of 24. It would be helpful to know how many benchmark positions were utilized in the 2012 survey and if the City is expecting to increase or decrease this number of benchmark positions for the 2016 salary survey.
    a. There were 52 non-uniformed and 9 uniformed benchmark positions included in the 2012 survey, for a total of 61 benchmark positions.
    b. The City anticipates this number to be slightly higher, due to the need to thoroughly evaluate the market for certain positions the City has had a difficult time sourcing.

2. Section 3: Scope of Work sub item 11: page 22 of 24. Would the City be willing revise the projected timeline so the Classification, Compensation and Benefits Study will have a project start date in early September instead of September 19th? This would allow for more time to complete the scope of work deliverables and present a draft salary and benefits study report by the November 18, 2016 stated date.
    a. **See attached revised timeline beginning on page 4 of this addendum.**

3. (With respect to communications) Will *we* be creating and producing all of the materials for the meeting, as well as facilitating all of the sessions?
    a. Yes, as needed.

4. (With respect to communications) Is an analysis of total remuneration within the scope of this engagement?
    a. The City does not need a total compensation statement for each employee. The City does expect a communication strategy for the total compensation (rewards) package offered by the City.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

5. During the pre-bid conference, it was asked if the City wished to keep the current point factor job evaluation or replace it. Either option was acceptable. Is it permissible, therefore, for prospective vendors to submit different work plans and pricing options (one that would use the current job evaluation system and one replacing the job evaluation)?
    a. Yes

6. The point-factor evaluation has been in place since 2007. On page 14, it says that the last salary survey was conducted in 2012 and implemented in March 2013. Does this suggest that Management Advisory Group completed the study both in 2007 and 2012, or was a different consultant used in 2012 and they simply maintained the existing point factor evaluation?
    a. MAG has served as the compensation consultant since 2006.

7. *Scope of Work, Item 2*: Has the City been successful obtaining compensation information from local private sector employers or were published sources of private sector information used in lieu of a custom survey?
    a. The City obtains regional survey data from NOARK, (the local SHRM affiliate chapter) who conducts a survey of both private and public organizations. The City does not provide a custom, private survey and expects a custom, public survey using the final list of data sources.

8. *Scope of Work, Item 3*: Approximately how many benchmark positions were used in 2007 and 2012 and, of this list, how many of those benchmarks received a minimum of five matches?
    a. See response to question #1.
    b. Receiving five matches has not been a significant issue in past salary surveys.

9. *Scope of Work, Item 4*: It appears that the City wants associated cost for benefits implementation recommendations. Some of these would be difficult for the consultant to quantify. For example, if a survey of benchmark organization health plans showed that Fayetteville wasn't competitive, the consultant would be unable to price changes such as different deductibles on health insurance. Can you elaborate on what specific costs the City is looking for (excluding, of course, the cost to implement classification and compensation study recommendations)?
    a. The City is not seeking specific costs of implementation outside the study's recommendations for the salary survey. The City is seeking benefit comparisons, but not the cost to implement benefit changes.

10. *Scope of Work, Item 6*: During the pre-bid conference, it was emphasized that the City is looking for a true partner as a result of this procurement, and that the City may award multiple projects and use the consultant on an ad-hoc basis throughout the term of that partnership (5 years). In item 6, it says that the consultant will conducting the appeals process for the City. How would the City like this element to be priced since it's impossible to determine how many appeals might be requested throughout a 5-year term?
    a. The consultant would be expected to conduct a one-time appeals process to resolve employee challenges, regarding the classification of their assigned position during the implementation phase.

11. *Scope of Work, Item 10*: This item is not listed anywhere under the Summary of Required Significant Deliverables. How does the City anticipate that this would be prepared/presented?

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

a. The City may not have revisions; and, is only asking to recommend revisions as appropriate.

12. *Scope of Work, Item 13*: Based on the Anticipated Project Timeline, it appears the successful consultant will have a maximum of 3 months to complete this project. Our experience has shown that a custom study of this nature requires more than 3 months, especially if questionnaires are to be completed by employees and benchmarks are being asked to provide quantitative data on the cost of benefits. Is there flexibility in the completion date?
    a. The City is not asking for questionnaires to be completed by employees and has updated job descriptions.
    b. The quantitative benefits data questions are simple – What benefits do you offer and how much are they?

13. Does the City have an approved budget for this project and, if so, can you share that with prospective vendors? If not, can you share what you spent on the 2007 and 2012 studies?
    a. Refer to Addendum 2, Item 4 regarding budget.
    b. Work completed since 2006 with its respective price is listed below:

Date	Description	Amount
2006	2006 Compensation, Classification Plan Survey and Implementation	$38,608
2008	Annual Market Update - General Merit Employees and uniformed pay plan maintenance (Transition from progression pay plan to step rate pay plan)	$7,750
2012	2012 Salary Survey	$20,000

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

14. The City has revised the tentative project timeline as stated below:

Date	Time	Description
Friday, April 15, 2016	N/A	Date RFP available and date of first advertisement
Friday, April 29, 2016	N/A	Date of second advertisement
Tuesday, May 03, 2016	9:30 AM	Non-Mandatory Pre-Proposal Conference
Sunday May 08, 2016	Midnight	Deadline for questions from vendors
Friday, May 13, 2016	End of Day	City intends to issue Final Addendum (Addendum 3)
Friday, May 27, 2016	2:00 PM, local time to Fayetteville, AR	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions.
Friday, June 17, 2016	N/A	City intends to short list vendors no later than this date
Week of June 27, 2016	TBD	Interviews, if applicable
Friday, August 19, 2016	N/A	City Council Request Deadline for September 6, 2016 City Council Meeting
Tuesday, August 30, 2016	5:30 PM	Agenda Session for September 6, 2016 City Council Meeting
Tuesday, September 06, 2016	6:00 PM	Council Meeting to consider contract award
Monday, September 19, 2016	N/A	City authorizes work to begin (no later than this date)
Monday, December 12, 2016	5:00pm	Deadline to submit the draft salary and benefit survey report with recommendations and implementation proposals to the City.
Friday, January 06, 2017	5:00pm	Deadline to submit final salary and benefit survey analysis report with recommendations and implementation proposals to the City.
Tuesday, February 14, 2017	4:30pm	Selected consultant will present the final report, recommendations, implementation options and cost estimates on site at the Council Agenda Session in Fayetteville, AR
Tuesday, February 21, 2017	5:30pm	Selected consultant will attend and/or present at the City Council meeting in Fayetteville, AR to provide information and answer questions.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

CLASSIFICATION, COMPENSATION, & BENEFITS STUDY

TO: City of Fayetteville Selection Committee
Classification, Compensation & Benefits Study
Request for Proposal: RFP 16-02

C/o Andrea Rennie, CPPO, CPPB
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701

BY: Blair Johanson and Bruce Johanson
President and Vice President
Johanson Consulting Inc. d.b.a. Johanson | Group

Johanson | Group
2928 N. McKee Circle, Suite 123
Fayetteville, AR 72703
www.johansongroup.net

PROFESSIONAL CONSULTING SERVICES PROPOSAL for CLASSIFICATION, COMPENSATION & BENEFITS STUDY

TABLE OF CONTENTS **Page**

I.	Cover Letter, Introduction and Executive Summary	3
II.	Scope of Work Objectives - Classification	6
III.	Scope of Work Objectives – Compensation & Benefits	9
IV.	Scope of Work Objectives – Compensation and Classification Management	11
V.	Summary of Required Significant Deliverables	14
VI.	Project Timeline Schedule	15
VII.	Project Fees – Cost Sheet Summary	16
VIII.	Classification and Compensation Projects Experience	17
IX.	Project Team and Personnel Qualifications	19
X.	Sample DBCompensation System Classification Description	22

Appendix: City of Fayetteville RFP – 16-02 Classification, Compensation, and Benefits Study
Section E: Completed Signature Submittal Form as required with all RFP responses.

I. COVER LETTER, INTRODUCTION & EXECUTIVE SUMMARY

johanson | group

2928 N. McKee Circle, Suite 123
Fayetteville, Arkansas 72703
479.521.2697 [telephone]
www.johansongroup.net

May 25, 2016

Dear Selection Committee Members:

Johanson Group is pleased to submit the enclosed proposal to provide professional consulting services for a comprehensive review of the City's classifications, compensation plans and benefits with recommendations for step-pay plans for Police and Fire (uniformed) and merit pay plans (non-uniformed) that are internally equitable and externally competitive. Based on the City's Request for Proposal, we understand that the City's current positions include 298 active job descriptions that are filled with approximately 525 non-uniformed employees, 125 uniformed Police personnel and 119 uniformed Fire personnel.

We understand that the City wants to implement classification and compensation plans that are legally defensible, support objective measurement of compensable factors and maintain internal equity. The City's compensation philosophy is designed as a strategy to support its commitment to recruiting, rewarding, retaining and motivating an excellent workforce. The Johanson Group professional consulting team is in affirmation with the City's compensation philosophy and its desire to offer competitive and equitable pay plans, compensation practices and benefit offerings. Johanson Group will assist the City with development of strategies, policies and practices necessary to carry out its total compensation philosophy.

Our compensation consulting principals have over 50 years of combined experience, and we will draw from this knowledge along with over 30 years of compensation management with public municipalities to assist the City with identified Compensation, Classification and Benefits Scope of Work Services and Project Deliverables as outlined in the City's RFP 16-02 Section B.

EXECUTIVE SUMMARY

Johanson Consulting, Inc, d.b.a. Johanson Group and DB Squared, LLC will join together to provide professional compensation and classification services and software to meet the scope of work objectives and deliverables as outlined in Section B: Scope of Services and Project Deliverables.

Johanson Group has offered compensation consulting for 30 years and the principal consultants have worked with numerous public and private organizations inclusive of 30+ cities during the past five years. The company developed the JESAP System, a point-factor job evaluation methodology in 1985 and computerized it in 2001. After several years of internal use, Johanson Group further developed the software through DBSquared, LLC and began licensing and distributing the DBCompensation Software in 2005. DBSquared has over 75 DBCompensation software clients of which 30 provide public services including cities, counties or public utility organizations.

Primary Contractor: Johanson Consulting, Inc. d.b.a. Johanson Group, 2928 N. McKee Circle, Suite 123, Fayetteville, AR 72703; **Authorized Party and RFP Response Contact**: Blair Johanson, President, Phone: 479-521-2697, Fax: 479-521-5453, 2928 N. McKee Circle, Suite 123, Fayetteville, AR 72703. Subcontractor: DBSquared, Blair Johanson, Principal, 2928 McKee, Suite 119, Fayetteville, AR. Email: blair.johanson@johansongroup.net. Johanson Consulting, Inc. has been in business for 43 years. Our primary focus is employee classification and compensation plans and market pay and benefits studies. Our secondary focus is human resources and planning. We have six employees associated with Johanson Group and DBSquared, LLC. Some of our current client references are noted below.

Government References:

City of Rogers – Greg Hines, City Mayor, (479) 621-1117 and Thomas Dunlap, Director of Human Resources and Development, (479) 621-1117. Job Classification and Compensation Study, May to August, 2015 and a DBCompensation software client.

City of Moore, OK – Stephen Eddy, City Manager, (405) 793-5200 and Gary Benefield, Director of Human Resources and Risk Management, Job Classification, (405) 794-5579. Compensation and Benefits Study, January to April, 2016 and a DBCompensation software client.

City of Jonesboro - Harold Perrin, City Mayor, (870) 932-1052. Suzanne Allen, Chief Financial Officer, (870) 932-0820. Job Classification/Compensation Study 2016 and DBCompensation.

City of Shreveport, LA – Angelita Jackson, Director of Human Resources (318) 673-5153. Compensation study for 200 positions titles – October/November, 2015.

Owensboro Municipal Utility, Owensboro, KY – Dana Wilson, Human Resource Manager, (270) 691-4116 and Michael Moore, Director of Customer Service & Shared Services, (270) 926-3200. Job Classification, Compensation and Benefits Study – 2014 and a DBCompensation client.

City of Springdale – Doug Sprouse, City Mayor and Wyman Morgan, Director of Finance and Administration, (479) 750-8114. Classification and Compensation Study in 2006 with an update in 2012. City of Springdale is a DBCompensation software client.

City of Fort Smith – Richard Jones MA, SHRM-SCP, SPHR, previous Director of Human Reources and presently Director Human Resources, City of Rowlett, TX, (972) 463-3969. Job Classification and Compensation Project in 1999 and semi-annual updates from 2001 to 2015.

Midwest City, OK – J. Guy Henson, City Manager, (405) 739-1204 and Catherine Wilson, Human Resources Director**, (**405)739-1235, 100 N. Midwest Blvd., Midwest City, OK Project: Job Classification and Compensation Study for 186 job classifications with a Winter 2011 to Spring 2012 project period and job reviews 2013 to 2016 and a DBCompensation software client.

City of Edmond, OK – Larry Stevens, City Manager, (405) 359-4500, Lisa Goodpasture Human Resources Director, (405) 359-4685, 100 E. First Street, Edmond, OK 73034 Project: Job

Classification and Compensation Study for 191 job classifications with a Spring 2008 to early Summer 2008 project period and a 2014 update and a DBCompensation software client.

City of Benton, AR, Mayor David Mattingly and Kathy Kirk, Human Resources Director, (501) 776-5900 Ext. 106, Benton, AR 72018, Job Classification and Compensation Study in with a 2007/08 project period, updates in 2012, 2014 and 2016 and a DBCompensation software client.

Washington County. Job Evaluation and Salary Administration Program and Compensation Consultant Services, 1985 to Present. Lindsi Huffaker, Human Resources Director, 479-444-1728.

Project Leader

Blair Johanson, Principal Partner and President, Johanson Group, Fayetteville, AR – Areas of Expertise – Job Evaluation and Salary Administration Programs (JESAP) ©1985- 2016. Blair has worked with over 25 municipality, county and utility clients during the past 5 years. Blair has an MBA and a BSBA in Human Resources from the University of Arkansas Business School.

Project Leader Back-Up and Data Analyzer

Bruce Johanson, Principal Partner, Johanson Group, Fayetteville, AR – Areas of Expertise – Job Evaluation and Salary Administration Programs (JESAP) ©1985-2015. Bruce has completed job evaluation and compensation program projects for several hundred public and private clients during the past 27 years. Bruce has a Master's of Business Administration and a BSBA in Personnel Management from the University of Arkansas Sam M. Walton School of Business.

Project Administrative Support

Denise Wagner, Project Support Specialist, Johanson Group, Fayetteville, AR – Areas of Expertise Job Description Development and Salary Administration Processes and Programs. Denise has been a team member with Johanson Group since 2007.

Detailed methods and approach to complete the City's Classification, Compensation and Benefits Study Scope of Work, Deliverables, Timeline and Project Fees are provided in the following sections of this proposal. We will be able to present the draft salary and benefits survey report to the City no later than December 12, 2016 and present the final report, recommendations, implementation options and assoicated cost estimates on site at the February 14, 2017 Council Agenda session in Fayetteville, AR based on a project start date in early September, 2016. We have a 100% completion rate with our classification/compensation projects during the last 30 years.

Johanson Group is not in favor of extending this proposal to another agency – Reference RFP 16-02 Addendum 2 – Item f.

As a principal of Johanson Consulting, d.b.a., Johanson Group, I am authorized to commit our firm to all the terms and conditions contained in this proposal. We look forward to working with the City on this project.

Sincerely,

Blair Johanson

II. Scope of Work Objectives

CLASSIFICATION

1. Johanson Group support staff will transfer current City's classification descriptions into the DBCompensation 10.0 hosted compensation management software database. General heading information, purpose statements and duties/responsibilities will be transferred into the DBCompensation 10.0 Position Analysis Questionnaire format for each of the 298 job title classification descriptions. This will allow for management of an active database with the 298 job title classification descriptions where the software offers an efficient editing function, collaboration email feature and the ability to view and save classification in various file formats inclusive of Microsoft Word. Each classification description will be produced in an electronic file format that is comprehensive, consistent and compliant with employment laws. The process of transferring the current classifications from the City's documents into the DBCompensation software will be completed by Denise Wagner and this function will take her 15 minutes per classification. With the 298 job title classifications, the total hours for this effort will be 75. Once classifications have been transferred into the DBCompensation license software database, the Johanson Group consultants will complete this process by selecting the appropriate degrees for the fifteen factors, the remaining computer skills, and physical demands and working conditions drop down selections that mirror the current City job descriptions by job title. This effort will take one of the Johanson Group consultants (Blair Johanson) 15 minutes per classification or 75 hours based on 298 individual classification descriptions.

2. Recommend an automated classification descriptions process that provides for input by employees, supervisors, and managers as to the job content and knowledge, skills and abilities required for effective performance, reporting relationships, and other related matters.

The collaborative classification descriptions are viewable and editable by employees, supervisors and managers as requested by Department Directors and managed by the Human Resources staff. Each classification description will have the following content headings: Classification Title, Department, Supervisor's Title, Location, Exempt/Non Exempt Status, Purpose Statement, Duties and Responsibilities, Required General Experience, Required Management Experience, Education, Initiative/Ingenuity, Mental Demand, Problem-Solving, Responsibilities for Supervision, Funds, Budgets, and Equipment, Accuracy, Accountabilities, Internal and External Communication, Software Skills Inventory, Machine and Computers, Physical Demands, Working Conditions and Additional Information. The Johanson Group's recommended classification description format and job rating process has been functional since 1985. Hundreds of municipal classifications/jobs have been developed by this internal classification description and job rating system which has experienced a few modifications during the past 31 years. After the City's classification descriptions have been transferred into the DBCompensation 10.0 software database, the descriptions will be saved in Microsoft Word and PDF file formats and made available to the City's Human Resources Department.

3. Using the DBCompensation job valuing system, the Johanson Group project lead consultant and the City's existing Job Grading Committee will assign a job evaluation value to each job description

provided by the City during the Study's job classification process. The Job Grading Committee will have access to the DBCompensation job valuing system and the Johanson Group project lead consultant will demonstrate the use of this system which supports the classification and compensation system. The Johanson Group lead consultant will present and explain the resulting job classification structure to the City's senior management team members.

Johanson Group consultants will recommend that the City adopt the Job Evaluation and Salary Administration Program description assessment methodology imbedded in the DBCompensation software. The Job Evaluation and Salary Administration Program was developed in 1985 and thousands of municipal, government and utility and private sector classifications have been reviewed and rated with this point-factor description assessment methodology. The process was automated between 2001 and 2005 by the Johanson Group Principals and Dale Oliver, CTO and Principal Partner with DBSquared. Several municipalities, county governments, utilities in Arkansas, Missouri, Oklahoma, Kentucky, and Utah have purchased the DBCompensation software since 2006 when the software was licensed and made available to public and private sector clients. Since 1985, the Job Evaluation and Salary Administration Program classification description assessment methodology has stood the examination of outside regulatory review agencies, union representatives and a labor arbitrator.

Complete classification descriptions are aligned with the DBCompensation job rating process which encourages objective classification descriptions and minimizes legal risk considerations when completed for the classification requirements and not for the employee in the classification. Each individual classification description will be rated with the following fifteen (15) factors:

Skill Requirements

1. General Experience
2. Management Experience
3. Initiative and Ingenuity
4. Education
5. Mental Demand
6. Analytical Ability/Problem Solving

Responsibilities

7. Responsibility for Work of Others (Supervision)
8. Responsibility for Funds, Equipment and Property
9. Responsibility for Accuracy
10. Accountabilities (End Results)

Contacts/Human Relations/Efforts

11. Contacts with Public
12. Contacts with Employees
13. Machine Operations
14. Working Conditions
15. Physical Demands

All classification descriptions will receive a total point job rating value based on factor and degree levels required for each classification description. A classification exhibit is developed in the

DBCompensation software that lists the classification title, the factors and degrees and total points for each classification description. This exhibit will sort all of the City's 298 separate classifications in a descending order and this exhibit allows for review, fine-tuning, recalculation and resorting functionality to make this process efficient and comprehensive. Tables are exportable to Excel so individual department heads may participate in the review process with or without seeing the job ratings for other departments. This process is called sore-thumbing and the Johanson Group principal consultants will manage and facilitate this effort with the City's Job Grading Committee. Johanson Group consultant, Blair Johanson will train the City's existing Job Grading Committee consisting of approximately fifteen (15) City employees, to classify positions utilizing the DBCompensation job evaluation system. The final classification ratings will be retained in the DBCompensation software and utilized in the development of the City's internal pay designators and/or job classes for the classification and compensation study employees.

The classification descriptions rating process final review will take three days by one of the Johanson Group principal consultants (off-site) and the on-site sore-thumbing session with the City's Job Grading Committee will take two days to complete. The sore-thumbing session will be lead and facilitated by the Johanson Group lead principal consultant. Johanson Group principal consultants will seek input from the City's leadership team how to handle the sore-thumbing session with the City's Job Grading Committee and the level of review by the department heads.

4. Recommend appropriate pay designators and/or job classes/grades, as needed. Meet with Department Directors and/or other appropriate supervisory personnel to resolve conflicts relating to the classification of individual jobs. Recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals.

The Johanson Group consultants will assist in the development of job classes/grades for non-sworn employees as needed depending on a comparison analysis of the City's current job classes/grades' structure and the new or recommended job classes/grades based on the DBCompensation classification description methodology and final job ratings. The DBCompensation program has a feature to automate this process and make adjustments until the final job classes' structure is approved by the City's leadership team. From our experience with other municipalities, this is the process where we find positions that have been overstated or understated or placed in a grade with several other positions and the internal pay line structure has lost its pay equity and linear pay average structure. The Johanson Group principal consultants will complete a comparative analysis and evaluate the City's current and proposed job classes' structure for compensation and classification study merit pay plan employees and reference notable differences and recommendations. This process will take one day to complete by one of the Johanson Group principal consultants. In addition, the Johanson Group consultants will meet with Department Directors and/or other appropriate personnel to resolve conflicts relating to the classification of individual job and recommend and conduct a process for employee appeals regarding the classification of the assigned position and respond in writing to any appeals. The one-time appeals process will take one day to complete by one of the Johanson Group principal consultants.

5. The Johanson Group consultants will provide the City with a method for maintaining and updating the City's classification and compensation plan. The Job Evaluation and Salary Administration

Program, now called DBCompensation classification description and job rating methodologies will be taught to the City's Human Resources staff. Methodologies are proven and validated by the hundreds of classifications developed, reviewed and approved by numerous municipal and commission authorities. Johanson Group principal consultants strongly recommend that designated staff be trained to properly maintain classification description processes which are automated in the DBCompensation software database system and perform market pay surveys on a periodic basis. A detailed discussion of how the software automates the market pay survey process will be addressed in the following Compensation Scope of Work section. Training on the recommended classification description and job rating methodology process with the City's Job Grading Committee and Human Resources staff will take one day by one of the Johanson Group principal consultants.

6. Johanson Group will audit the City's 298 exempt/non-exempt classifications designations for classification specifications to comply with current Fair Labor Standards Act (FLSA) regulations and audit all classifications for appropriate Equal Employment Opportunity (EEO-4) job categories. These audits will take one day and they will be performed by one of the Johanson Group principal consultants.

III. Scope of Work Objectives

COMPENSATION & BENEFITS

1. The Johanson Group project leader consultant will facilitate the development of an updated competitive compensation philosophy.

The Johanson Group consultants (Blair and Bruce) will meet with the City's Chief of Staff, Director of Human Resources and Assistant Director of Human Resources to discuss the facilitation and development of an updated competitive compensation philosophy. This process may include additional City leaders as recommend by the City's Chief of Staff and the Director of Human Resources. It is anticipated that the facilitation and development of the updated competitive compensation philosophy will take four hours of the consultants' time and another four hours of the lead project consultant's time to prepare a draft competitive compensation philosophy for review and approval of the City's leadership team.

2. The Johanson Group project leader consultant will review existing compensation policies and practices and work with the Chief of Staff, Director of Human Resources, and Assistant Human Resources Director for input and insight on revisions to existing compensation policies and practices. It is anticipated that the review of the existing competitive compensation policies and practices and discussion with the Chief of Staff and HR leaders will take four hours of the lead project consultant's time and another four hours of the lead project consultant's time to prepare revised compensation policies and practices which are aligned with the City's updated competitive compensation philosophy.

3. The Johanson Group consultants have received the list of benchmark cities as data sources to be used to conduct a salary survey as referenced in the City's RFP, Appendix J – Data Sources List.

The Johanson Group lead consultants recognize that the City competes for new employee talent in different labor markets for different types of positions and that the City has identified three labor markets – national, regional and local. The Johanson Group lead project consultant will coordinate with the City to arrive at a final Data Sources List and Johanson Group agrees with the City's preference to keep the data source list close to the same listing from 2006 data source list with a few additions that will be discussed with the City as part of the coordination to prepare a final Data Sources List. The final Data Sources List shall be approved by the City prior to survey position benchmarking taking place. The coordination and preparation of a final Data Sources List will take the Johanson Group lead project consultant eight hours to complete.

4. The Johanson Group consultants recognize that the City will consider additional survey tools for professional positions where salaries have not been competitive in the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions. The Johanson Group consultants have access to national survey data sources that have the ability to index aggregated pay data to the Northwest Arkansas market. We have found these sources to be beneficial when included with municipality data from targeted cities. In addition, we would like to recommend use of the Department of Labor Bureau of Labor Statistics salary survey data as another source for public and private entities in the Northwest Arkansas Standard Metropolitan Statistical Area (SMSA).

5. As part of the City's Classification, Compensation and Benefits Study, the Johanson Group consultants will provide assistance to the City with evaluating the lowest level positions in the City, specifically positions less than $13.00 per hour ($27,400) annually. The consultants will provide information on what other employers are doing to be paying a livable wage to these positions.

6. The Johanson Group lead project consultant will create and recommend a survey model template(s) that will enable the City to make compensation comparisons with the cities listed on the final Data Sources List. The Johanson Group will gain approval from the designated City representative(s) for the salary survey form and the designated benchmark positions (60 to 70 positions) prior to its distribution. Typically, the survey model template(s) will have benchmarked classification titles, brief purpose/focus statements, minimum education and experience requirements and a salary study worksheet with degree of job match for each benchmark job, average actual salary, and salary range minimums, midpoints and maximums. In addition, the salary survey will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, other supplemental pays and the participant's reported date of the last revision to their current salary schedule. The Johanson Group consultants have experience working with total compensation for public safety positions associated with cities and with the annual Arkansas Municipal League Salary and Benefits Study. We understand the importance of apples to apples comparison of supplemental pay types for public safety positions. The Johanson Group consultants are in agreement with the City's understanding for a minimum of five (5) salary survey responses for each merit position to be considered as sufficient comparative data and that all survey responses will be reported and summarized for each benchmark position. Normally, the time period for a thorough compensation and benefits study is about 30 to 45 calendar days depending on the depth and breadth of the total compensation and benefits study. The Johanson Group consultants will geographically

modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 1, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data. The preparation of salary survey form with approved benchmark positions, distribution of the survey, appropriate follow-up to encourage participation in the survey and the salary survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take five days to complete.

7. The Johanson Group consultants will work with the City to develop a benefits survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing /HSA contributions and other offered employee benefits with comparable cities as listed on the final Data Sources List. The Johanson Group consultants and the firm's staff have developed, distributed, compiled and reported the annual salary and benefits surveys for the Arkansas Compensation Association, the Northwest Arkansas SHRM Chapter (NOARK) and the Arkansas Municipal League. We have a significant amount of experience working with salary and benefits surveys for these organizations and with other Arkansas cities. We believe that this experience will be beneficial to helping the City achieve success with its salary and benefits surveys. The preparation of benefits survey form, distribution of the survey, appropriate follow-up to encourage participation in the survey and the benefits survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take two days to complete.

8. The Johanson Group consultants will review City ordinances that set pay for elected officials, initiate discussions with designated City staff for clarification and understanding of these ordinances and recommend revisions as appropriate.

9. The Johanson Group consultants will recommend mechanisms to maintain both internal and external pay equity for the City's employees in the following section on classification and compensation management. In addition, as part of the final study report, the Johanson Group consultants will recommend the frequency of market surveys to assess the City's competitive position relative to the City's adopted total compensation philosophy.

IV. Scope of Work Objectives

CLASSIFICATION AND COMPENSATION MANAGEMENT

1. The Johanson Group consultants will assist the City with developing externally competitive and internally equitable salary recommendations for the classification, compensation and benefits study positions. The use of market pay data, internal classification ratings to create competitive pay grades and ranges and uploaded actual employee pay and related information will provide the recommend mechanisms to maintain an external and internal pay equity analysis for the classification, compensation and benefits study. Competitive and equitable salary schedules will be recommended

that support the City's Police and Fire positions step pay plans and the non-uniformed positions merit pay plan.

The DBCompensation classification rating system with 15 differentiating factors and numerous degree levels as a common denominator classification evaluation process is both a comprehensive and objective program to create an internal point-valued structure that supports differential pay practices based on both pay for performance methodologies and critical performers/key positions. When market pay survey data is included in this classification and compensation study process, the internal structure by classification and job grade series is validated and aligned for external market influencers that include difficult to recruit and retain professional positions with certain skills sets and abilities.

This analysis with externally competitive and internally equitable salary study recommendations will take two days of professional consulting time for the proposed salary schedule(s). Preliminary draft reports, a proposed merit pay plan schedule and proposed separate step chart pay plans for the Police and Fire uniformed positions will be prepared and presented by the Johanson Group principal consultants to the City's leadership team for review and to address questions that arise from these reports that display current salaries by employee within recommended job grade and range series for compensation and classification study merit pay plan employees.

2. The Johanson Group principal consultants will identify inconsistencies and deficiencies with the City's current compensation and classification system as compared to the study results and proposed compensation and classification structure and ranges. Various tables, graphs and worksheets will be utilized in this analysis along with written recommendations for adoption of the proposed compensation and classification study system. The consultants will develop and present a plan for implementation of the recommendations to include cost of implementation, timing, and the effect on employees' pay based on a minimum of two requested implementation strategies (full implementation and implementation within budget constraints). All cost estimates will be broken out by funding sources which will be provided by the City to the consultants and the implementation plan for new pay plans will take in consideration the new FLSA overtime exemptions regulations. The lead project consultant will allocate one day of professional services to review and discuss compliance with the new FLSA exempt regulations with a December 1, 2016 compliance date. The lead project consultant will work with the City on re-classifications, wage adjustments to meet or exceed the new salary threshold, cutting overtime hours or some combination of approaches. The DBCompensation Exhibit 6G spreadsheet with a proposed grade and steps table for the merit pay plan employees will be used to determine recommended employee pay placement on the new pay table and to determine future pay increases based upon the determined market values for job categories for the fiscal 2017 budget or additional fiscal year budgets depending on budget constraints. The identification of deficiencies within the current compensation and classification system will take one day of consulting time by one of the Johanson Group principal consultants and another one day period for review with designated City leaders for additional insight and revisions if necessary. The Johanson Group lead project consultant will present the draft salary and benefits survey report by December 12, 2016 and a final salary and benefits survey analysis with recommendations and implementation proposals no later than January 6, 2017. This report will include a description of the classification, compensation and

benefits plan and recommended policies and practices for maintenance and administration of the program. The consultants will communicate initial survey results to employees and review the proposed implementation process. All reports will be available to the City in an electronic format and the consultants will provide the reports in a searchable PDF document.

3. A formal presentation will be made to the City Council at the completion of the study. The lead project consultant will present the final report, recommendations, implementation options and associated cost estimates on-site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions. Development of final reports and presentations will take one day of principal consultant's time.

4. The Johanson Group consultants will provide project status updates as requested by the City. The report will include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project. The lead project consultant will provide the status updates. It will take one day of the lead project consultant's time for these updates.

5. The Johanson Group consultants will create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan. It will take the lead project consultant two days to complete the communication materials and conduct the large group employee educational meetings.

6. The Johanson Group consultants will provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software to its fullest capacity. The Johanson Group consultants and the City agree that out of scope work shall be priced separately, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

7. The Johanson Group consultants understand that the City may or may not decide to procure annual updates (to evaluate industry fluctuations) depending upon the resulting compensation philosophy recommended by the Johanson Group consultants as well as other factors. Johanson Group consultants strongly encourage its municipal classification and compensation study clients to complete periodic market pay studies to stay competitive with local and market cities. The Johanson Group principal consultants will train the City's Human Resources staff on market compensation and benefits survey methodologies, analysis and data utilization techniques recommended. City Human Resources staff will be equipped to conduct on-going and future compensation system maintenance efforts with the DBCompensation software which utilizes the Johanson Group classification and compensation processes and techniques for the completion of the proposed Compensation and Classification Study for the City by the Johanson Group Team. Training for the market surveying process will take one day for one of the Johanson Group principal consultants.

V. Summary of Required Significant Deliverables

The Johanson Group consultants will complete at a minimum the following required significant Classification, Compensation and Benefits Study deliverables as noted in the City of Fayetteville RFP-16-02 Scope of Work Section 3 Item 4.

a. Align compensation philosophy to ensure competitive positioning in the market

b. Salary survey and benefit analysis reports

c. Evaluation of each job description

d. FLSA and EEO-4 review

e. Police step pay plan

f. Fire step pay plan

g. Merit pay plan

h. Implementation plan outlining at least two options with the associated cost estimates

i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews

j. Communication materials and employee educational meetings

k. HR staff and Job Grading Committee training for job evaluation

l. Procedure to review and resolve employee objections of job evaluation results

V. PROJECT TIME SCHEDULE FOR THE CLASSIFICATION, COMPENSATION AND BENEFITS STUDY/PLAN SCOPE OF WORK AND DELIVERABLES

MONTHS 2016/2017

	Start Sept.	Oct.	Nov.	Dec.	Jan.	Completion Feb.
PROGRAM						
Review of Present Comp. Program Current Classifications, Comp. Philosophy, Policies and Practices	////////					
Meetings with Chief of Staff, HR Leaders & Department Managers Project Timeline and Expectations		////////				
Completion of Salary and Benefits Study Forms, Job Benchmarks and Final Sources List – Cities/Studies		//////////				
New Classification Descriptions in DBCompensation Software Database Initial job ratings by JG Consultants		//////////	//////////			
Classification Ratings Training with Job Rating Committee - Review of Job Descriptions by Dept. Heads and Managers			//////////	//////////		
Sore-Thumbing Classifications (Reviewing of ratings)				////////		
Conduct Market Salary and Benefits Study			//////////	//////////		
FLSA and EEO audits and compliance				//////////		
Prepare Comparison Initial Draft Reports Recommendations for Implementation of a Revised Pay Structure(s), Evaluate Internal Pay Equity and External Pay Competitiveness				//////////	//////////	
Finalize Reports and Communicate Draft Study Results to the City's Leadership Team and Project Oversight Committee					//////////	
Present Classification, Competition and Benefits Study Report along with Implementation plans to City's Leadership Team and City Council						////////

VI. PROJECT FEES

Cost Sheet Summary based on Services/Fees Described in RFP Sections and Paragraphs

CLASSIFICATION:	**$ COST**
1. Support Staff & PC: 75 Hrs. x $25/Hr. + 75 Hrs. x $150/Hr.	$13,125
3. Principal Consultant: 1 x $150/Hr. x 8 Hrs. Offsite	$1,200
3. Principal Consultant: 1 x $150/Hr. x 16 Hrs. Onsite	$2,400
4. Principal Consultant: 1 x $150/Hr. x 16 Hrs.	$2,400
5. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
6. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
TOTAL FOR CLASSIFICATION SECTION:	**$21,525**

COMPENSATION AND BENEFITS STUDY:	**$ COST**
1. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
2. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
3. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
6. Support Staff & PC: 40 Hrs. x $25/Hr. + 40 Hrs. x $150/Hr.	$7,000
7. Support Staff & PC: 16 Hrs. x $25/Hr. + 16 Hrs. x $150/Hr.	$2,800
TOTAL FOR COMPENSATION SECTION:	**$13,400**

COMPENSATION AND CLASSIFICATION MANAGEMENT:	**$ COST**
1. Principal Consultant: 1 x $150/Hr. x 16 Hrs.	$1,200
2. Principal Consultant: 1 x $150/Hr. x 24 Hrs.	$3,600
3. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
4. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
5. Principal Consultant: 1 x $150/Hr. x 16 Hrs.	$2,400
7. Principal Consultant: 1 x $150/Hr. x 8 Hrs.	$1,200
TOTAL FOR COMPENSATION AND CLASSIFICATION MGMT.	**$10,800**

TOTAL FOR COMPENSATION AND CLASSIFICATION STUDY: $45,725*
***Total firm fixed cost to complete this study.**

DBCompensation 10.0 Internet Hosted Software – DBSquared, LLC
Monthly Software License, Technical Support and Upgrade Fee for Three Years: **$1,200**

For future studies, the Johanson Group consultants will be available to provide assistance with salary and benefits surveys which will include developing the survey forms, distributing and following-up with survey participants, compiling the survey data and entering the survey results in the DBCompensation software. This professional assistance will be on an as needed basis and the scope of work rate for each update will be $10,000. If the City desires for the Johanson Group consultants to handle the combination of internal job updating and the market pay study as part of the salary and benefits survey update, the professional fee will be $20,000.

VII. QAULIFICATIONS AND EXPERIENCE

Johanson Consulting, Inc. (S - Corporation), d.b.a., Johanson | Group has been in business for 43 years in Northwest Arkansas. The Company was founded by Dr. Richard C. Johanson, who became a second career University of Arkansas professor of Management in the School of Business. Dr. Johanson worked for Ford Motor Company and Continental EMSCO in high level Human Resources positions prior to completion of his PhD. at University of North Texas. Johanson Group has grown to provide flexible business management support with a focus on human resources support, management training, and on the highly utilized Job Evaluation and Salary Administration Program. Over the years, Johanson Group has concentrated on providing cost-effective professional human resources and compensation management services to small- and medium-sized organizations in both private and public sectors. Our firm has over 50 years of combined business management and human resources experience.

Johanson | Group has two principal consultants/owners, Bruce and Blair Johanson, one additional consultant and one administrative support manager. The address of the firm and phone number for questions regarding the proposal is: 2928 McKee Circle, Suite 123, Fayetteville, Arkansas, 72703 (479) 521-2697. The company has analyzed and implemented compensation and classification studies for numerous clients located in 20 states across America. Johanson Group has and continues to provide ongoing assistance for several cities, counties, and other private and public businesses/entities. The firm has been retained by other regional cities, counties, school districts and private sector employers to develop plans similar to that which the City desires.

Founded in 2005, DB Squared, LLC, is dedicated to providing a software tool that will increase the productivity of Human Resource staff, improve employee morale and the return for compensation dollars of the organization. The JESAP (Job Evaluation and Salary Administration Program) is a program custom-developed by the Johanson Group in 2001 to increase the consulting firm's in-house productivity. The program is modeled after the firm's proprietary JESAP methodology, which originated in 1985. The JESAP/ DBCompensation software has experienced nine new releases since 2005 and the tenth release will be available within a few months. Additional information on DB Squared, LLC, its principals, services and software is available by viewing the Company's web-site, www.dbsquared.com.

The following list of organizations represents a partial list of the Johanson Group clients requesting classification, compensation and/or benefits survey projects similar to the City of Fayetteville's project during the past five years.

AERT, Inc		Fayetteville Public Library
Arkansas Bankers Association		First Arkansas Bank & Trust
Arkansas Capital Corporation		First Community Bank
Arkansas Compensation Association		First National Bank of Crossett
Arkansas Electric Coop Corporation		First Western Bank
Arkansas Federal Credit Union		Frankfort Plant Board
Arkansas Municipal League		Garland County
Arkansas Urology		Goodwill Industries of AR
Baldor Electric		Gravette Public Schools
Bank of the Ozarks		Greene County, MO
Bear State Financial		Harding University
Bella Vista Village POA		Heifer International
Benton County		Hytrol Conveyor, Inc.
Bentonville Public Schools		Integrity First Bank
Big Rivers Electric Corporation, KY		J.B. Hunt Transportation
Bill & Hillary Clinton National Airport		Jacksonville Wastewater Utility
BNSF Logistics		Lakeland Bank
Capital Health		Liberty Bank
Celerit		MANA Medical Associates
Centennial Bank		Maverick Transportation
Central EMS		Mississippi County
Central States Manufacturing		Murphy Oil Corporation
Circle of Life		NEA Baptist Clinic
Citizens Bank		NOARK SHRM Chapter
City of Arkadelphia		NW Community College
City of Benton		NW Regional Airport
City of Bryant		NWA Children's Shelter
City of Conway		OK Municipal Power Authority
City of Duncan, OK		Owensboro Municipal Utilities, KY
City of Edmond, OK		Ozarks Electric Cooperative
City of Fort Smith		Pathfinder
City of Hot Springs		Pel-Freez Arkansas, LLC
City of Jonesboro		Qualchoice
City of Lowell		Regional Water Resource Agency, KY
City of Maumelle		Rocket Farms, CA
City of Moore, OK		Riceland Foods
City of Rogers		Safe Foods, Inc.
City of Sallisaw, OK		Saline County
City of Russellville		Salmon Companies
City of Sand Springs, OK		Sebastian County
City of Shreveport, LA		Southern Bancorp
City of Springdale		Springdale Water Utilities
City of Yukon, OK		Stephens Inc
Conway Corporation		Travel Nurse Across America
Conway National Bank, SC		UAMS Medical Center
DaySpring Cards, Inc.		Vestcom
Delta Plastics		Washington Water Authority

VIII. PROJECT TEAM AND AVAILABILITY

Johanson Group has provided consulting services for compensation, classification and benefits studies since 1973. Our firm has completed numerous studies for cities, counties and utilities in Arkansas, Kentucky, Louisiana, Missouri, and Oklahoma as well as other public, private, government and non-profit organizations in these regional states as well as numerous studies in other states around the country. The lead consultant for this project will be Blair Johanson. Blair was or is currently the lead consultant for cities in Oklahoma including Duncan, Edmond, Midwest City, Miami, Moore, Sallisaw, Sand Springs and Yukon. In Arkansas, Blair was or is currently the lead consultant for Fort Smith, Rogers, Springdale, Benton, Russellville, and Conway and the lead consultant for Greene County located in Springfield and Washington County in Fayetteville. The Johanson Group principal consultants and support staff have the capacity and availability to complete the City's compensation, classification and benefits study.

Mr. Johanson will provide team leadership and he will provide the majority of the Johanson Group support services for the City of Fayetteville classification, compensation and benefits study project. Blair will be present for all on-site meetings with the City of Fayetteville leadership team, Human Resources Department and the Job Grading Committee during the study project. He will interface with the City's designated project contact person(s) and the Johanson Group professionals and support staff. The email for Blair Johanson is blair.johanson@johansongroup.net.

The second principal consultant will be Bruce Johanson. He was/is the lead consultant for cities in Arkansas including Bryant, Hot Springs, Maumelle, and Pine Bluff. The reason for the "was/is" with our clients is that we have established and maintained ongoing relationships with our clients. For example, the City of Fort Smith and City of Hot Springs contracted with our firm back in the mid 90's to complete a Compensation and Classification study for each city. We continued to provide each city with updates over the years. The cities of Benton, Bryant, Conway, Fort Smith, Hot Springs, Jonesboro, Malvern, Maumelle, Osceola, Rogers, and Springdale are licensed to use the DBCompensation software program internally. We continue to compile actual market pay data for them every two to three years. Our DBCompensation client organizations have employee counts ranging from 100 to over 8,000.

Bruce Johanson will assist in reviews of the City's compensation policies, schedules, and current pay plan documents. In addition, he will offer consulting help with job evaluation with the JESAP-DBCompensation ratings for the classification and compensation study positions. In addition to Blair Johanson as the lead consultant and Bruce as the back-up consultant, Denise Wagner will support the consultants with this project. Bruce's email is bruce.johanson@johansongroup.net.

Denise Wagner is a Project Support Specialist and Office Manager with Johanson Group, She has been part of the Johanson Group team since 2007. She will be responsible for transition of the City's job descriptions in the DBCompensation database for the City, assisting with the compensation and benefits surveys and helping with various reports and related documents.

Resumes for Bruce and Blair Johanson are located on the next two pages.

RESUME

Blair R. Johanson

Johanson Consulting, Inc. dba Johanson Group
2928 McKee Circle, Suite 123 Fayetteville, AR 72703
Phone: (501) 521-2697 – Fax: (501) 521- 5453
blair.johanson@johansongroup.net

Experience:

Johanson Consulting, Inc. Fayetteville, AR (1999 – Present): President
The firm provides a vast array of business and human resources management services. Mr. Johanson has consulted with hundreds of public and private organizations on human resources administration, policies, job classification valuing, compensation and benefits studies during his sixteen year tenure with the family consulting business. Blair and twin brother Bruce are principals of the firm. Bruce has been with the firm since 1986. The firm has agreements with the Arkansas Bankers' Association, Arkansas Municipal League, NOARK SHRM Chapter and the Arkansas Compensation Association to compile annual compensation and benefits surveys that include capturing information on current employee salaries, medical and dental care benefits and other employee benefits that are part of the total compensation package offered by employers.

Pendulum Practice Management Company, Sarasota, FL (1997 – 1999): VP of Operations
A national practice management company that offered strategic growth planning and practice Management services for practices located in several states. Practice groups with two physicians to thirty plus physicians received management services from Pendulum's Operations Team

Physicians Resource Group, Dallas, TX (1996 - 1997): Regional Practice Operations V.P.
National eye care practice management company that provided services for ophthalmic and optometric practices. Facilitated strategic planning and operations support for 14 eye care practices located in North Texas, Arkansas and Oklahoma. Development Officer – Central Region (TN, MS, MO, AR, KS, OK and CO). PRG provided services for over 700 eye doctors during the pinnacle of its operation.

McDonald Eye Associates, Fayetteville, AR (1994-1996): Practice Administrator

Charter Medical Corporation, Macon, GA (1983-1994): Hospital Administrator
Baxter-Travenol Corporation, Mountain Home, AR (1979-1983): Personnel Administrator

Education:
BSBA – Personnel Management and Masters of Business Admin. - University of AR 1978

Professional Associations:
World at Work Member; Fayetteville Rotary Club – Paul Harris Fellow and NOARK Association

Local Board Member Participation:

Credit Counseling of Arkansas; Life Styles – Support for Disabled Adults

Bruce E. Johanson

Home Address	**Office Address**
1100 Glenn Lane, Fayetteville, AR 72703	2928 McKee Circle, #123, Fayetteville, AR 72703
(479) 443-4546	Office (479) 521-2697 Fax (479) 521-5453
(479) 871-9345 (Cell)	**bruce.johanson@johansongroup.net**

Education

University of Arkansas, Fayetteville, AR
Bachelor of Business Administration, Personnel, May 1978
Masters of Business Administration, Finance, May 1979

Past Honors & Activities

House Manager – Sigma Chi Fraternity – University of Arkansas
Cheerleader, 1976-1977; Blue Key, 1978 – University of Arkansas
Bank Director, The Bank of Fayetteville, 1997 – 2002
Chairman, Junior Achievement, 11/2000 – 3/2002
Funding Chairman, Downtown Dickson Enhancement Project, 2001

Current Business & Civic Activities

Member, Fayetteville Downtown Rotary Club and Chamber of Commerce
Board Member/Treasurer – LifeSource International
Board Member/V.P. – Butterfield Trail Village Retirement Community
Church Council/Vice President – Central United Methodist Church
Past Board Member and President – NOARK Human Resources Association
Past Treasurer, Arkansas Alumni Association

Experience

Johanson Group – Fayetteville, AR: Partner, 4/2002 to Current

- Exec./Mgmt./Employee Compensation and Benefits Consultant
- Human Resources & Strategic Planning Consultant
- Training/Development Professional and Facilitator

The Bank of Fayetteville – Fayetteville, AR: Exec. V.P., 5/2000 to 4/2002

- Functional responsibility over Human Resources, Marketing, Financial Center, Trust, Training, New Accounts & Technology

Johanson Consulting, Inc. - Fayetteville, AR: President, 5/1986 to 5/ 2000

- Management and Human Resources Consultant
- Training and Development Specialist – Univ. of AR (P-T)
- Adjunct Instructor – Walton College of Business: Univ. of AR

Arkansas Tech Univ. – Russellville, AR: Instructor – 6/1984 to 5/1986

- Taught courses in Finance, Marketing, Economics, Mgmt. & Gen. Bus.
- Also a partner in a local Ladies Apparel Store

Zapata Corp. – Houston, TX: Human Resources Mgr. – 6/1980 to 5/1984
Conoco, Inc. – Houston, TX: Management Trainee – May, 1979 to May, 1980

Additional Skills

Certified facilitator/trainer in several leadership and customer service programs including Franklin Covey's Seven Habits of Highly Effective People and Speed of

Trust; Proficient in Microsoft programs: Word, Excel, and Power Point.

IX. SAMPLE DBCOMPENSATION CLASSIFICATION DESCRIPTION

Sample City
Director of HR & Development
Job Description

Exempt:	Yes
Department:	Human Resources
Reports To:	Mayor
Location:	City Hall Building
Date Prepared:	March 17, 2015
Date Revised:	May 14, 2015

GENERAL DESCRIPTION OF POSITION

Primary responsibilities include proactively developing, managing, implementing and integrating people strategies, programs and guidelines in support of business and organizational objectives. This includes organizational development, building leadership capability, retention strategies, employee relations, compensation, performance management, training and development, integration of diversity and inclusion, and career coaching.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Providing customer service to both internal and external customers, maintaining a positive and effective working relationship with other City employees, and have regular and reliable attendance that is non-disruptive.

2. Developing and providing training for employees to maximize leadership abilities and improving communications between departments and employees.

3. Monitoring changes in federal, state, and local law with respect to personnel issues and recommending changes in policies or established programs as required for compliance.

4. Conducting inquiries into employee grievances and complaints (i.e. harassment and/or discrimination) and report results and recommendations of the investigations to the Mayor and City Attorney.

5. Overseeing the recruiting of qualified candidates for vacancies by various means. Advertising, receiving applications, and referring applicants to management, and assisting as necessary in the interviewing and hiring process. Assuring that qualified internal candidates receive consideration for promotion. Reviewing selection and promotion methods to ensure compliance with appropriate legal constraints and professional standards.

6. Overseeing special and strategic projects assigned by the Administration, ensuring that

they are completed in a successful and timely manner.
7. Supervising of the HR Staff, including scheduling and assignment of duties.

8. Determining the need for and conducting other periodic self-audits to ensure legal compliance (wage parity, employee versus independent contractor status, etc.).

9. Supervising the coordination of the annual open enrollment benefit process.

10. Assisting the various departments in the process of organizational planning by evaluating the department's structure and job design. Reviewing and evaluating proposed plans and providing recommendations.

11. Coordinating management training for all aspects of human resource issues, including recruiting, screening, hiring, promotions, disciplinary actions, and terminations.

12. Providing strategic administration of benefits programs such as life, health, dental and disability insurance, retirement plans, vacation, sick leave, leave of absence, workers compensation, cafeteria plan, and EAP.

13. Custodian of City's Employee Personnel records. Assisting the City Attorney with completing Freedom of Information Act requests and news reporter inquiries concerning employee records or employee matters.

14. Perform any other related duties as required or assigned.

QUALIFICATIONS
To perform this job successfully, an individual must be able to perform each essential duty mentioned satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

EDUCATION AND EXPERIENCE
Broad knowledge of such fields as accounting, marketing, business administration, finance, etc. Equivalent to a four year college degree, plus 9 to 10 years related experience and/or training, and 5 years related management experience, or equivalent combination of education and experience.

COMMUNICATION SKILLS
Ability to write reports, business correspondence, and policy/procedure manuals; Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to read, analyze, and understand common scientific and technical journals, financial reports, and legal documents; Ability to respond to complex or difficult inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format; Ability to effectively present information to top

management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS
Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts such as fractions, ratios, and proportions to practical situations.

CRITICAL THINKING SKILLS
Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

REQUIRED CERTIFICATES, LICENSES, REGISTRATIONS
BA in Human Resources or Business related field; or equivalent combination of undergraduate education and experience.

HRCI or SHRM certification required.

PREFERRED CERTIFICATES, LICENSES, REGISTRATIONS
Not indicated.

SOFTWARE SKILLS REQUIRED
Advanced: Human Resources Systems
Intermediate: Spreadsheet, Word Processing/Typing
Basic: Alphanumeric Data Entry, Contact Management, Database, Payroll Systems, Presentation/PowerPoint

INITIATIVE AND INGENUITY

SUPERVISION RECEIVED
Under administrative direction, setting up own standard of performance. Virtually self-supervising. Reports to senior management of the organization.

PLANNING
Considerable responsibility with regard to general assignments in planning time, method, manner, and/or sequence of performance of own work, in addition, the organization and delegation of work operations for a division of employees engaged in widely diversified activities.

DECISION MAKING
Performs work operations which permit frequent opportunity for decision-making of major importance which would have considerable effect on the final attainment of multiple major activities and the organization's projects of a large organization component and organization's clientele.

MENTAL DEMAND
Comprehensive and very intense mental demand. Comprehensive and continual involvement with multiple divisions, departments and/or organizations. Strategic and operational management functions which relate to both the short-term and long-term time periods.

ANALYTICAL ABILITY / PROBLEM SOLVING
General oversight. Activities covered by general organizational philosophy and objectives. Solving problems in novel, non-recurring or swiftly changing situations in which the approach is not fully defined. Guidance by top executive officer or business owner.

SUPERVISORY RESPONSIBILITIES
Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities may include but not limited to interviewing, hiring and training employees; planning, assigning and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

Supervises a small group (1-3) of employees in the same or lower classification. Assigns and checks work; assists and instructs as required, but performs same work as those supervised, or closely related work, most of the time. Content of the work supervised is of a non-technical nature and does not vary in complexity to any great degree. Supervises the following departments: Human Resources

RESPONSIBILITY FOR FUNDS, PROPERTY and EQUIPMENT
Regularly responsible for funds, building premises, inventory, or other property owned, controlled, or leased by the organization and, in addition, may have temporary custody and responsibility of patron property, which through carelessness, error, loss, theft, misappropriation, or similar action would result in very important monetary losses to the organization. The total value for the above would range from $1,000,000 to $10,000,000.

ACCURACY
Probable errors would normally not be detected in succeeding operations and would definitely have serious effects in relationships with patrons and/or with the operations of other segments of the organization. Frequent possibilities of error would exist at all times, since the above mentioned areas are inherent in the job.

ACCOUNTABILITY

FREEDOM TO ACT
Oversight. High level of freedom to complete the duties of the position and guided by broad policy with oversight by president, elected official, etc.

ANNUAL MONETARY IMPACT
The amount of annual dollars generated based on the job's essential duties / responsibilities. Examples would include direct dollar generation, departmental budget, proper handling of organization funds, expense control, savings from new techniques or

reduction in manpower.

Medium. Job creates a monetary impact for the organization from $1mm to $10mm.

IMPACT ON END RESULTS
Major impact. Job has a considerable impact on the organization's end results. A high level of accountability to generate, manage, and/or control funds within a department and/or total organization.

PUBLIC CONTACT
Regular contacts with patrons where the contacts are initiated by the employee. Involves both furnishing and obtaining information and, also, attempting to influence the decisions of those persons contacted. Contacts of considerable importance and of such nature, that failure to exercise proper judgment may result in important tangible or intangible losses to the organization.

EMPLOYEE CONTACT
Establishes company culture by setting tone of interactions and communication with senior level internal officials and employees throughout the organization.

USE OF MACHINES, EQUIPMENT AND/OR COMPUTERS
Occasional use of highly complex machines and equipment; specialized or advanced software programs.

WORKING CONDITIONS
Somewhat disagreeable working conditions. Continuously exposed to one or two elements such as noise, intermittent standing, walking; and occasional pushing, carrying, or lifting.

ENVIRONMENTAL CONDITIONS
The following work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

PHYSICAL ACTIVITIES
The following physical activities described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and expectations.

High diversity, low physical. Work activities which allow for considerable amount of diversity as an incumbent performs a variety of tasks. Such tasks might be performed from a given work area, or the individual may move about physically in performing a variety of

duties.

While performing the functions of this job, the employee is regularly required to talk or hear; frequently required to stand, walk, sit; and occasionally required to use hands to finger, handle, or feel, reach with hands and arms, stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision; and color vision.

ADDITIONAL INFORMATION

LANGUAGE SKILLS

Ability to read and interpret benefit plan summaries, operating instructions, procedure manuals and explain same to others. Sets the example for others to follow in moderately stressful situations. Provides leadership to changes in the work environment, manages competing demands and is able to navigate and lead through frequent change, delays or unexpected events.

INTERNAL COMMUNICATIONS

Regular contacts with elected officials, department heads, Finance and Human Resources staff, and all City Employees as needed.

EXTERNAL COMMUNICATIONS

High level contact with insurance company representatives, the City's workers' compensation carrier and other physicians' offices. Frequent contact with job applicants for city positions.

OTHER SKILLS AND ABILITIES

Actively ensures and personally observes the confidentiality of sensitive information about employees. Ability to utilize both internal and external resources to obtain information and data necessary to carry out routine assignments and special projects. Must have ability to establish and maintain effective working relationships with management and staff, remaining open to others' ideas and exhibit willingness to try new things.

johanson | group

Exhibit A
Services

COMPENSATION & BENEFITS

1. The Johanson Group project leader consultant will facilitate the development of an updated competitive compensation philosophy.

The Johanson Group consultants (Blair and Bruce) will meet with the City's Chief of Staff, Director of Human Resources and Assistant Director of Human Resources to discuss the facilitation and development of an updated competitive compensation philosophy. This process may include additional City leaders as recommend by the City's Chief of Staff and the Director of Human Resources. It is anticipated that the facilitation and development of the updated competitive compensation philosophy will take four hours of the consultants' time and another four hours of the lead project consultant's time to prepare a draft competitive compensation philosophy for review and approval of the City's leadership team.

2. The Johanson Group project leader consultant will review existing compensation policies and practices and work with the Chief of Staff, Director of Human Resources, and Assistant Human Resources Director for input and insight on revisions to existing compensation policies and practices. It is anticipated that the review of the existing competitive compensation policies and practices and discussion with the Chief of Staff and HR leaders will take four hours of the lead project consultant's time and another four hours of the lead project consultant's time to prepare revised compensation policies and practices which are aligned with the City's updated competitive compensation philosophy.

3. The Johanson Group consultants have received the list of benchmark cities as data sources to be used to conduct a salary survey as referenced in the City's RFP, Appendix J – Data Sources List. The Johanson Group lead consultants recognize that the City competes for new employee talent in different labor markets for different types of positions and that the City has identified three labor markets – national, regional and local. The Johanson Group lead project consultant will coordinate with the City to arrive at a final Data Sources List and Johanson Group agrees with the City's preference to keep the data source list close to the same listing from 2006 data source list with a few additions that will be discussed with the City as part of the coordination to prepare a final Data Sources List. The final Data Sources List shall be approved by the City prior to survey position benchmarking taking place. The coordination and preparation of a final Data Sources List will take the Johanson Group lead project consultant eight hours to complete.

4. The Johanson Group consultants recognize that the City will consider additional survey tools for professional positions where salaries have not been competitive in the market, including but not limited to IT, Engineering, Utility Management, Executive positions, and under market single incumbent positions. The Johanson Group consultants have access to national survey data sources that have the ability to index aggregated pay data to the Northwest Arkansas market. We have found these sources to be beneficial when included with municipality data from targeted cities. In addition, we would like to recommend use of the Department of Labor Bureau of Labor Statistics

salary survey data as another source for public and private entities in the Northwest Arkansas Standard Metropolitan Statistical Area (SMSA).

5. As part of the City's Classification, Compensation and Benefits Study, the Johanson Group consultants will provide assistance to the City with evaluating the lowest level positions in the City, specifically positions less than $13.00 per hour ($27,400) annually. The consultants will provide information on what other employers are doing to be paying a livable wage to these positions.

6. The Johanson Group lead project consultant will create and recommend a survey model template(s) that will enable the City to make compensation comparisons with the cities listed on the final Data Sources List. The Johanson Group will gain approval from the designated City representative(s) for the salary survey form and the designated benchmark positions (60 to 70 positions) prior to its distribution. Typically, the survey model template(s) will have benchmarked classification titles, brief purpose/focus statements, minimum education and experience requirements and a salary study worksheet with degree of job match for each benchmark job, average actual salary, and salary range minimums, midpoints and maximums. In addition, the salary survey will include supplemental pay types such as longevity pay, on-call pay, certificate pay, special team pay, top-out bonus, shift differential, other supplemental pays and the participant's reported date of the last revision to their current salary schedule. The Johanson Group consultants have experience working with total compensation for public safety positions associated with cities and with the annual Arkansas Municipal League Salary and Benefits Study. We understand the importance of apples to apples comparison of supplemental pay types for public safety positions. The Johanson Group consultants are in agreement with the City's understanding for a minimum of five (5) salary survey responses for each merit position to be considered as sufficient comparative data and that all survey responses will be reported and summarized for each benchmark position. Normally, the time period for a thorough compensation and benefits study is about 30 to 45 calendar days depending on the depth and breadth of the total compensation and benefits study. The Johanson Group consultants will geographically modify the survey data using the most current and reliable cost of labor index for the City of Fayetteville compared to responding survey cities. Adjusted data shall be aged to the implementation date of March 1, 2017 if it was collected more than 90 days prior to this date. The report shall include an explanation of the survey methodology, the requested geographic adjustment process and any aging process applied to the survey data. The preparation of salary survey form with approved benchmark positions, distribution of the survey, appropriate follow-up to encourage participation in the survey and the salary survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take five days to complete.

7. The Johanson Group consultants will work with the City to develop a benefits survey form of employee benefits (medical, dental, vision, retirement, employee leaves, FSA, HSA, life insurance, car allowances, flexible work schedules, wellness programs, etc.) and premium cost sharing /HSA contributions and other offered employee benefits with comparable cities as listed on the final Data Sources List. The Johanson Group consultants and the firm's staff have developed, distributed, compiled and reported the annual salary and benefits surveys for the Arkansas Compensation Association, the Northwest Arkansas SHRM Chapter (NOARK) and the Arkansas Municipal League. We have a significant amount of experience working with salary and benefits surveys for these organizations and with other Arkansas cities. We believe that this experience will be beneficial to helping the City achieve success with its salary and benefits surveys. The preparation of benefits survey form, distribution of the survey, appropriate follow-up to encourage

participation in the survey and the benefits survey analysis will be performed by Denise Wagner and one of the Johanson Group principal consultants and it will take two days to complete.

8. The Johanson Group consultants will review City ordinances that set pay for elected officials, initiate discussions with designated City staff for clarification and understanding of these ordinances and recommend revisions as appropriate.

9. The Johanson Group consultants will recommend mechanisms to maintain both internal and external pay equity for the City's employees in the following section on classification and compensation management. In addition, as part of the final study report, the Johanson Group consultants will recommend the frequency of market surveys to assess the City's competitive position relative to the City's adopted total compensation philosophy.

CLASSIFICATION AND COMPENSATION MANAGEMENT

1. The Johanson Group consultants will assist the City with developing externally competitive and internally equitable salary recommendations for the classification, compensation and benefits study positions. The use of market pay data, internal classification ratings to create competitive pay grades and ranges and uploaded actual employee pay and related information will provide the recommend mechanisms to maintain an external and internal pay equity analysis for the classification, compensation and benefits study. Competitive and equitable salary schedules will be recommended that support the City's Police and Fire positions step pay plans and the non-uniformed positions merit pay plan.

The DBCompensation classification rating system with 15 differentiating factors and numerous degree levels as a common denominator classification evaluation process is both a comprehensive and objective program to create an internal point-valued structure that supports differential pay practices based on both pay for performance methodologies and critical performers/key positions. When market pay survey data is included in this classification and compensation study process, the internal structure by classification and job grade series is validated and aligned for external market influencers that include difficult to recruit and retain professional positions with certain skills sets and abilities.

This analysis with externally competitive and internally equitable salary study recommendations will take two days of professional consulting time for the proposed salary schedule(s). Preliminary draft reports, a proposed merit pay plan schedule and proposed separate step chart pay plans for the Police and Fire uniformed positions will be prepared and presented by the Johanson Group principal consultants to the City's leadership team for review and to address questions that arise from these reports that display current salaries by employee within recommended job grade and range series for compensation and classification study merit pay plan employees.

2. The Johanson Group principal consultants will identify inconsistencies and deficiencies with the City's current compensation and classification system as compared to the study results and proposed compensation and classification structure and ranges. Various tables, graphs and worksheets will be utilized in this analysis along with written recommendations for adoption of the proposed compensation and classification study system. The consultants will develop and present a plan for implementation of the recommendations to include cost of implementation, timing, and the effect on employees' pay based on a minimum of two requested implementation

strategies (full implementation and implementation within budget constraints). All cost estimates will be broken out by funding sources which will be provided by the City to the consultants and the implementation plan for new pay plans will take in consideration the new FLSA overtime exemptions regulations. The lead project consultant will allocate one day of professional services to review and discuss compliance with the new FLSA exempt regulations with a December 1, 2016 compliance date. The lead project consultant will work with the City on re-classifications, wage adjustments to meet or exceed the new salary threshold, cutting overtime hours or some combination of approaches. The DBCompensation Exhibit 6G spreadsheet with a proposed grade and steps table for the merit pay plan employees will be used to determine recommended employee pay placement on the new pay table and to determine future pay increases based upon the determined market values for job categories for the fiscal 2017 budget or additional fiscal year budgets depending on budget constraints. The identification of deficiencies within the current compensation and classification system will take one day of consulting time by one of the Johanson Group principal consultants and another one day period for review with designated City leaders for additional insight and revisions if necessary. The Johanson Group lead project consultant will present the draft salary and benefits survey report by December 12, 2016 and a final salary and benefits survey analysis with recommendations and implementation proposals no later than January 6, 2017. This report will include a description of the classification, compensation and benefits plan and recommended policies and practices for maintenance and administration of the program. The consultants will communicate initial survey results to employees and review the proposed implementation process. All reports will be available to the City in an electronic format and the consultants will provide the reports in a searchable PDF document.

3. A formal presentation will be made to the City Council at the completion of the study. The lead project consultant will present the final report, recommendations, implementation options and associated cost estimates on-site at the February 14, 2017 Council Agenda Session in Fayetteville, AR. The consultant shall attend and/or present at the February 21, 2017 Council Meeting to provide information and answer questions. Development of final reports and presentations will take one day of principal consultant's time.

4. The Johanson Group consultants will provide project status updates as requested by the City. The report will include accomplishments during the reporting period and any foreseeable issues which may affect the timely completion of the project. The lead project consultant will provide the status updates. It will take one day of the lead project consultant's time for these updates.

5. The Johanson Group consultants will create final communication materials and conduct employee educational meetings to explain the job evaluation system, survey results and implementation plan. It will take the lead project consultant two days to complete the communication materials and conduct the large group employee educational meetings.

6. The Johanson Group consultants will provide ongoing consultation and support for the maintenance of classification specifications and pay plans for a five (5) year term from date of award at no additional fee to the City of Fayetteville. Ongoing consultation and support shall be for typical standard support as it relates to the City understanding the consultant's software to its fullest capacity. The Johanson Group consultants and the City agree that out of scope work shall be priced separately, post contract, as needed for unforeseen circumstances such as reorganizations, organizational chart restructuring, adding departments or divisions, etc.

7. The Johanson Group consultants understand that the City may or may not decide to procure annual updates (to evaluate industry fluctuations) depending upon the resulting compensation

philosophy recommended by the Johanson Group consultants as well as other factors. Johanson Group consultants strongly encourage its municipal classification and compensation study clients to complete periodic market pay studies to stay competitive with local and market cities. The Johanson Group principal consultants will train the City's Human Resources staff on market compensation and benefits survey methodologies, analysis and data utilization techniques recommended. City Human Resources staff will be equipped to conduct on-going and future compensation system maintenance efforts with the DBCompensation software which utilizes the Johanson Group classification and compensation processes and techniques for the completion of the proposed Compensation and Classification Study for the City by the Johanson Group Team. Training for the market surveying process will take one day for one of the Johanson Group principal consultants.

Exhibit A
Timeline

MONTHS 2016/2017

	Start					**Completion**
	Sept.	**Oct.**	**Nov.**	**Dec.**	**Jan.**	**Feb.**
PROGRAM						
Review of Present Comp. Program Current Classifications, Comp. Philosophy, Policies and Practices	////////					
Meetings with Chief of Staff, HR Leaders & Department Managers Project Timeline and Expectations		////////				
Completion of Salary and Benefits Study Forms, Job Benchmarks and Final Sources List – Cities/Studies			//////////			
New Classification Descriptions in DBCompensation Software Database Initial job ratings by JG Consultants			//////////////////////			
Classification Ratings Training with Job Rating Committee - Review of Job Descriptions by Dept. Heads and Managers				//////////////////		
Sore-Thumbing Classifications (Reviewing of ratings)					////////	
Conduct Market Salary and Benefits Study				//////////////////////////		
FLSA and EEO audits and compliance					//////////////	
Prepare Comparison Initial Draft Reports Recommendations for Implementation of a Revised Pay Structure(s), Evaluate Internal Pay						//////////////

Timeline (Continued)

MONTHS 2016/2017

	Start				**Completion**	
	Sept.	**Oct.**	**Nov.**	**Dec.**	**Jan.**	**Feb.**
Equity and External Pay Competitiveness						
Finalize Reports and Communicate Draft Study Results to the City's Leadership Team and Project Oversight Committee					//////////	
Present Classification, Competition and Benefits Study Report along with Implementation plans to City's Leadership Team and City Council						////////

Exhibit A
Deliverables

The Johanson Group consultants will complete at a minimum the following required significant Classification, Compensation and Benefits Study deliverables.

a. Align compensation philosophy to ensure competitive positioning in the market
b. Salary survey and benefit analysis reports
c. Evaluation of each job description
d. FLSA and EEO-4 review
e. Police step pay plan
f. Fire step pay plan
g. Merit pay plan
h. Implementation plan outlining at least two options with the associated cost estimates
i. Policies, practices and processes to administer and maintain the system, including recommended frequency of salary surveys and market reviews
j. Communication materials and employee educational meetings
k. HR staff and Job Grading Committee training for job evaluation
l. Procedure to review and resolve employee objections of job evaluation results

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0387

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 5

RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:

A RESOLUTION TO AWARD RFQ NO. 16-08 AND APPROVE A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFQ No. 16-08 and approves a five (5) year professional services contract with First Security Bank for the provision of investment management services.

City of Fayetteville Staff Review Form

2016-0387

Legistar File ID

9/6/2016

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

Marsha Hertweck	8/17/2016	Accounting & Audit / Finance & Internal Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Request approval of a five year contract with First Security Bank for investment management services.

Budget Impact:

			various
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	$ -
		Funds Obligated	$ -
		Current Balance	$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	$ -

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

To: Mayor and City Council

Thru: Paul Becker, Finance Director

From: Marsha Hertweck, Accounting Director

Date: August 17, 2016

Recommendation

Staff recommends approval of a five year contract with First Security Bank for investment management services.

Background

In 1999, the State of Arkansas approved Act 1341 which provided for expanded investment opportunities for local municipalities. After the changes to the State Law the City's Investment Policy was amended and City staff felt it was prudent to solicit investment management services.

The investment of the City's funds is governed by the City's Investment Policy and City staff works closely with the investment manager to ensure prudent care over the City's assets. There is approximately 101 million dollars in the City's current investment portfolio.

Discussion

In June 2016, the City formed a selection committee and solicited proposals for investment services. Following the applicable rules and regulations of the procurement process, First Security Bank was selected by the committee to provide these services and a contract is being presented at this time for investment management services.

Costs

The fee for investment management services with First Security Bancorp is 10 basis points of the value of the account assets if the balance is over $25,000,000. This is the same price as the past contract.

CITY OF Fayetteville ARKANSAS

City of Fayetteville, Arkansas
Vendor: First Security Bank
Contract: Investment Management Services
Renewable Terms: One year with four one-year renewals

THIS INVESTMENT MANAGEMENT AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FAYETTEVILLE, ARKANSAS, an Arkansas municipal corporation, by its Mayor and City Clerk, duly authorized by action of its City Council (the "City") and FIRST SECURITY BANK, an Arkansas banking corporation, by its Sr. Vice President and Trust Officer, duly authorized by its Board of Directors ("FSB").

WHEREAS, the **City of Fayetteville** solicited Requests for Statements of Qualifications for Investment Management Services pursuant to its RFQ No. 16-08; and

WHEREAS, **First Security Bank** submitted a response to the Request for Statements of Qualifications which was, after examination of responses received from other qualified persons, accepted by proper action of the City Council of the **City of Fayetteville**.

Now THEREFORE, in consideration of the mutual promises and obligations of the parties hereto, for other good and valuable consideration, and intending to be bound, the parties agree as follows:

01. **Appointment of Investment Manager:** The **City of Fayetteville** hereby appoints **First Security Bank** to act as investment manager with respect to those financial assets of the **City of Fayetteville** (the "Account Assets"). **First Security Bank** will furnish an investment program to maximize the financial returns on the Account Assets while adhering to the **City of Fayetteville**'s Investment Policy and consideration of investment risks.

02. **Custody of Account Assets:** **First Security Bank** will act as custodian for all of the Account Assets acting through its Trust Division. All Account Assets shall remain in the physical possession of **First Security Bank** as custodian. **First Security Bank** shall, during the effectiveness hereof, maintain fiduciary liability insurance with limits of liability not less than $2,000,000. A copy of said policy shall be presented to the **City of Fayetteville** within ten (10) business days of contract award.

03. **Management Authority:** The **City of Fayetteville** hereby authorizes **First Security Bank** to place orders or otherwise give instructions for the purchase, sale, or exchange of securities on behalf of the **City of Fayetteville** which are included in the Account Assets without prior consultation or ratification by the **City of Fayetteville**, giving and granting to **First Security Bank**, complete discretion as to the nature, amount and timing of all securities transactions, subject only to those restrictions, limitations and guidelines which are set out in the **City of Fayetteville, Arkansas**, Investment Management Policy which is attached hereto as Appendix A and made a part hereof by this reference, which is incorporated in Resolution No. 169-99, duly adopted by the City Council of the City on December 21, 1999 (the "Investment Policy"). The **City of Fayetteville** reserves the right to revise or modify the Investment Policy at any time, and from time to time, provided that, no such revision or modification shall be binding upon **First Security Bank** until written notice thereof is received by **First Security Bank**. All purchases of securities which will become a part of the Account Assets shall be on a delivery versus payment basis.

04. Fees: As compensation for its services pursuant hereto, First Security Bank will be paid a fee equal to 14 basis points of the average Account Assets if the average market value of the Account Assets are less than $25 million during a calendar month; and a fee equal to 10 basis points of the average market value of the Account Assets if the average market value of the Account Assets are greater than $25 million during a calendar month. The foregoing fees of First Security Bank do not include fees for brokerage services, if incurred, in connection with the purchase or sale of any security which is or is to become a part of the Account Assets. All fees of First Security Bank and any brokerage fees payable with respect to the Account Assets shall be paid from the Account Assets and shall be separately accounted for in all reports provided to the City of Fayetteville.

05. 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.

06. Brokerage:

a. Selection of Broker. The City of Fayetteville authorizes First Security Bank to place orders for purchases and sales of securities and financial assets through any broker or dealer it chooses, including a broker or dealer which is affiliated with or under common control with First Security Bank. In selecting a broker or dealer for any transaction or series of transactions, First Security Bank will consider such factors as net price, execution, availability of research, and other factors which First Security Bank reasonably believes to be appropriate for purposes of making that decision. The fact that the fees paid for brokerage services for the broker or dealer selected by First Security Bank are greater than fees for which similar services could be obtained, shall not be a basis for liability to First Security Bank.

b. Aggregation of Purchases. The City of Fayetteville agrees that First Security Bank may aggregate sale and purchase orders of securities with similar orders being made simultaneously for other accounts managed by First Security Bank, or for accounts of affiliates of First Security Bank if, in the judgment of First Security Bank, aggregation of such orders will result in a net savings to the City of Fayetteville with respect to the purchase *or* sale order for the particular security.

07. Monthly Reports: The Custodian shall provide the City of Fayetteville with monthly reports of the Account Assets in a format consistent with the reporting requirements of the Governmental Accounting Standards Board and otherwise reasonably acceptable to the City of Fayetteville. The Custodian and First Security Bank shall provide such other and further information as the City of Fayetteville may reasonably require in connection with the Account Assets.

08. Voting of Equity Securities: Unless otherwise directed by the City of Fayetteville, First Security Bank is authorized, in its discretion, to take such action as it deems appropriate with respect to any proxy received with respect to any equity securities which may be or become a part of the Account Assets from time to time.

09. Investment Risks: The **City of Fayetteville** acknowledges that there are risks inherent in all investments, and that some investments will result in profits and some investments will result in loss. First Security Bank shall not be liable to the **City of Fayetteville** for any error of judgment or mistake of law in the execution of its responsibilities hereunder, or for any loss suffered with respect to the Account Assets, or any other matter arising out of this Agreement, excepting only losses suffered as a result of negligence, bad faith, or willful misconduct of First Security Bank.

10. Term and Termination: This Agreement shall be effective upon execution by both parties and shall continue in force until modified by mutual agreement of the parties in writing, or until terminated on thirty (30) days prior written notice by either party to the other. Upon notice to the Custodian of any such termination, the Custodian shall deliver the Account Assets to, or as directed in writing by, the **City of Fayetteville**.

11. Documents Comprising Contract: The contract shall include this Agreement for investment management services, as well as the following documents, which are incorporated herein by reference.

    a. City of Fayetteville's Request for Statements of Qualification (RFQ 16-03) and all of its addenda and attachments;
    b. First Security's submitted Statement of Qualification
    c. First Security's Certificate of Insurance as required, listing the City as an additional insured
    d. Appendix A: City of Fayetteville, Policy No. AC-02, City Investment Policy

12. Miscellaneous Provisions:

    a. Other Activities of First Security Bank: Nothing in this Agreement shall be deemed to restrict First Security Bank or its affiliates from engaging in any other business or in rendering any other investment agency services to any other person.

    b. No Assignment: First Security Bank shall not assign this Agreement, or delegate its duties hereunder to any non-affiliated third party without the prior written consent of the **City of Fayetteville**.

    c. Notices: All notices required or permitted hereunder shall be in writing, and shall be delivered by U.S. Mail, return receipt requested, or via confirmed facsimile, and addressed as listed below. All notices shall be deemed delivered when received, or the first day delivery is refused.

If to the City of Fayetteville
City of Fayetteville, Arkansas
113 W. Mountain St.
Fayetteville, Arkansas 72701
Attention: Mayor
Facsimile: 479-575-8257

If to First Security Bank:
First Security Bank
314 N. Spring
Searcy, AR 72145-1006
Attn: Frank Faust, President, Trust Division
Facsimile: 501-278-2175

With Copy to First Security Bank:
First Security Bank
1219 E. Joyce Blvd

Fayetteville, Arkansas 72703
Attn: Adam Rutledge
Facsimile: 479-527-7001

d. Entire Agreement: This Agreement, together with the Exhibit hereto, is the entire agreement of the parties and may be modified only by a writing executed by all parties, except that the **City of Fayetteville** may modify the Investment Policy at any time, from time to time, without the consent of **First Security Bank**.

e. Governing Law: This Agreement has been executed in and shall be construed under the laws of the state of Arkansas.

f. Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall be one and the same instrument.

g. Severability: If any one or more of the provisions hereof are determined to be invalid, illegal or otherwise unenforceable, such determination shall have no effect upon the remaining provisions hereof, which shall remain valid and enforceable in accordance with their terms.

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

First Security Bank

By: _____
Frank Faust, President, Trust Division

ATTEST:

_____
Company Secretary

_____
Business Address

_____
City, State & Zip Code

Date Signed: _____

City of Fayetteville, Arkansas

_____
Lioneld Jordan, Mayor

ATTEST:

_____
Sondra E. Smith, City Clerk

Date Signed: _____

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0373

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 6

BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:

A RESOLUTION TO AWARD BID NO. 16-36 AND APPROVE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF $217,855.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF $2.33 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $21,786.00

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 No. 16-36 and approves a contract with Donelson Construction Co., LLC in the amount of $217,855.00 for asphalt micro-surfacing of city streets at a cost of $2.33 per square yard, and further approves a project contingency in the amount of $21,786.00.

City of Fayetteville Staff Review Form

2016-0373

Legistar File ID

9/6/2016

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

John Nelson	8/8/2016	Transportation Services / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to award Bid No. 16-36 and authorize a contract with Donelson Construction Co., LLC in the amount of $217,855.00 for asphalt microsurfacing of city streets at a cost of $2.33 per square yard, and to approve a project contingency in the amount of $21,786.00.

Budget Impact:

2100.410.5520.5417.00	Street
Account Number	Fund
02052.1	In-House Pavement Improvements
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	500,000.00
		Funds Obligated	$	170,145.00
		Current Balance	**$**	**329,855.00**
Does item have a cost?	Yes	Item Cost	$	217,855.00
Budget Adjustment Attached?	No	Budget Adjustment		
		Remaining Budget	**$**	**112,000.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: August 8, 2016

SUBJECT: **Bid 16-36 – 2016 Microsurfacing**

RECOMMENDATION:
A resolution to award Bid No. 16-36 and authorize a contract with Donelson Construction Co., LLC in the amount of $217,855.00 for asphalt microsurfacing of city streets at a cost of $2.33 per square yard, and to approve a project contingency in the amount of $21,786.00.

BACKGROUND:
Sealed formal bids were obtained and certified and are attached to this memo.

DISCUSSION:
The use of microsurfacing for preventive asphalt maintenance began in 2012. Since then the life of nearly 230,000 square yards of city streets have been significantly extended utilizing this method. Microsurfacing minimizes aging, reduces water infiltration, corrects raveling and weathering, provides a skid resistance surface, and improves overall aesthetics.

BUDGET/STAFF IMPACT:
Funds for the purchase of asphalt microsurfacing have been budgeted in the In-House Pavement Improvements capital project.

Attachments:
Bid Tabulation
Contract
2016 Microsurfacing Project Plan
Purchase Order Request

CITY OF Fayetteville ARKANSAS

Bid 16-36
Date: 4/28/2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-36, Const - 2016 Microsurfacing

			Donelson Construction	Vance Brothers Inc.
Item	Description	QTY	Price Per Unit	Price Per Unit
1	Microsurfacing (18-22 lbs/SY)	93,500	$ 2.33	$ 2.55
	TOTAL BID BASED ON ESTIMATE		$ 217,855.00	$ 238,425.00

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 — 4/29/16 Date

CITY OF Fayetteville ARKANSAS

City of Fayetteville
Bid 16-36, Construction – 2016 Asphalt Microsurfacing
Contract – Asphalt Microsurfacing
Terms: Single project with unit pricing

This contract executed this 6 day of Sept, 2016, between the City of Fayetteville, Arkansas, and Donelson Construction Co., LLC. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Donelson Construction Co., 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 16-36 as stated in Donelson Construction Co., LLC bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-36, all included herein as if spelled out word for word.

2. The City of Fayetteville shall pay Donelson Construction Co., LLC based on their bid proposal in an amount not to exceed $217,855 for the initial scope of work and $2.33 per square yard for changes necessary based on project conditions. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.

3. The Contract documents which comprise the contract between the City of Fayetteville and Donelson Construction Co., LLC consist of this Contract and the following documents attached hereto, and made a part hereof:

   A. Bid form identified as Invitation to Bid 16-36 with the specifications and conditions typed thereon.

   B. Donelson Construction Co., 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 Donelson Construction Co., LLC and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Donelson Construction Co., LLC.

5. Donelson Construction Co., LLC shall not assign its duties under the terms of this agreement.

6. Donelson Construction Co., 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 Donelson Construction Co., 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. Donelson Construction Co., 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, Donelson Construction Co., 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.

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 Donelson Construction Co., LLC.

8. Donelson Construction Co., 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 Donelson Construction Co., 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: N/A

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 coping 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 3 DAY OF August, 2016.

Donelson Construction Co., LLC

By: Michael J. Donelson
Signature

Michael J. Donelson, Member
Printed Contractor Name & Title

David C. Donelson
ATTEST *(Signature)*

DAVID C. DONELSON
Company Secretary *(Printed Name)*

Business Address

1075 Wise Hill Road Clever, MO 65631
City, State & Zip Code

Date Signed: 8/3/16

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

_____
ATTEST: *(Signature)*

_____
Sondra Smith, City Clerk

Date Signed: _____

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/3/2016

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

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

PRODUCER
Barker Phillips Jackson
1637 S Enterprise Ave
PO Box 4207
Springfield MO 65804-4207

CONTACT NAME: Angie White
PHONE (A/C, No, Ext): (417) 887-3550
FAX (A/C, No): (417) 887-3252
E-MAIL ADDRESS: awhite@bpj.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty Co	13021
INSURER B: Midwest Builders Casualty	13126
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Clever Stone Company Inc
Donelson Construction Company LLC
1075 Wise Hill Rd
Clever MO 65631

COVERAGES — CERTIFICATE NUMBER: CL15122919073 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			60342186	1/1/2016	1/1/2017	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			60342186A	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60342186U	1/1/2016	1/1/2017	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		15BWC0885	1/1/2016	1/1/2017	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	LEASED/RENTED EQUIP			60342186	1/1/2016	1/1/2017	AGGREGATE LIMIT	500,000
							DEDUCTIBLE	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Ref: Bid 13-36, Construction - 2016 Asphalt Microsurfacing, Fayetteville, AR. The Certificate Holder is an additional insured for General Liability when required by written contract.

CERTIFICATE HOLDER

City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Angie White/AW

Angie White

© 1988-2010 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

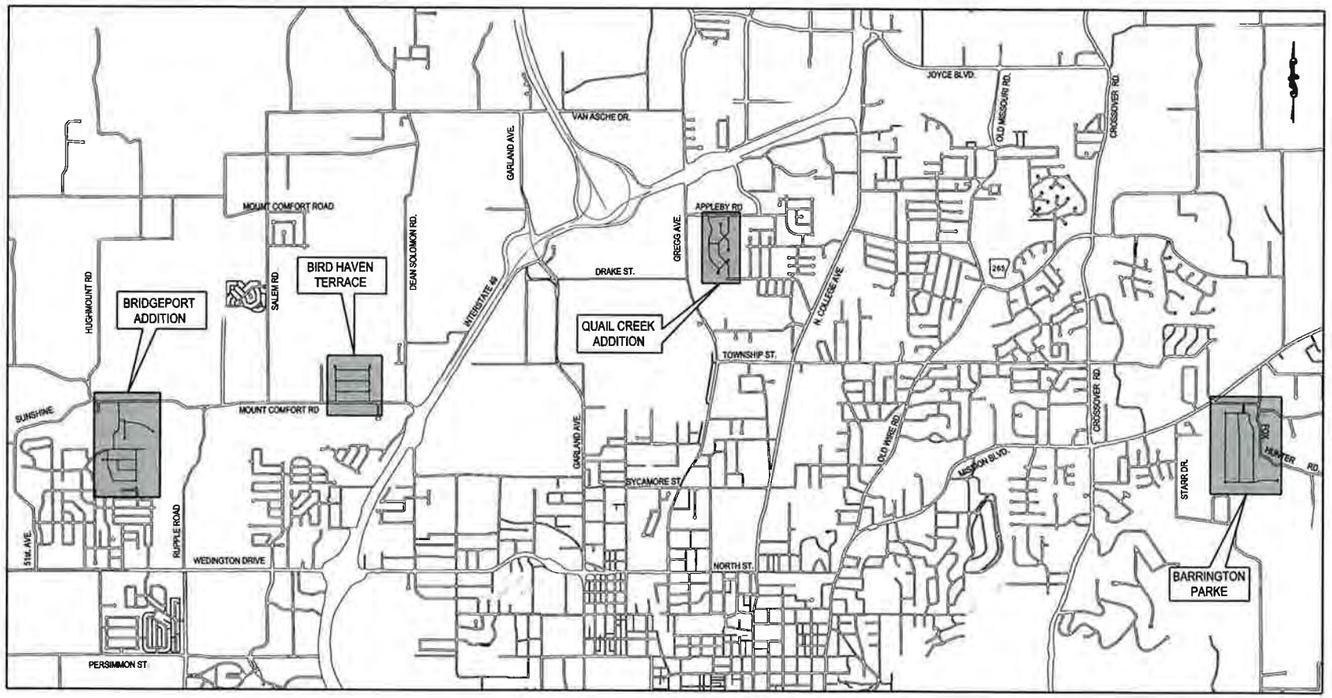
2016 MICROSURFACING PROJECT

for the

City of Fayetteville

BID No. 16-36
May 2016

Sheet No.	PLAN INDEX Description
	BARRINGTON PARKE
1)	***BUCKLEY DRIVE, BARRINGTON DRIVE, HARTFORD DRIVE, CHADWICK DRIVE, AND BRIGHAM DRIVE***
2)	CASTON DRIVE
	QUAIL CREEK ADDITION
3)	***QUAIL CREEK DRIVE, DORCHESTER DRIVE, JOHN WAYNE DRIVE, PRINCE WILLIAM DRIVE, AND RIPPLE CREEK DRIVE***
	BIRD HAVEN TERRACE
4)	***RAVEN LANE, WOODLARK LANE, MEADOWLARK DRIVE, DOVE DRIVE, AND QUAIL DRIVE***
	BRIDGEPORT ADDITION
5)	***AMERICAN DRIVE, FREEDOM PLACE, AND BRIDGEPORT DRIVE***
6)	***TRILLIUM LANE, NEW BRIDGE ROAD, SANDINGHAM STREET, HIGH AVENUE, AND CASTLE BURY LANE***



VICINITY MAPS

GENERAL NOTES

1. THE CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL PLAN THAT INDICATES TYPE OF SIGNING, SPACING OF SIGNING, FLAGGERS, CHANNELIZERS AND OTHER TRAFFIC CONTROL ITEMS IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE, INSTALL AND MAINTAIN SUCH SIGNS, CONES, LANE DELINEATORS, AND OTHER FACILITIES THAT MAY BE NECESSARY TO PROTECT THE WORK AND PROVIDE FOR SAFE TRAVEL THROUGH THE CONSTRUCTION AREA. ALL SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

3. UTILITY COVERS, MANHOLES, GRATED INLETS, CURB INLETS AND TRAFFIC DEVICE COVERS LOCATED IN THE ROADWAY TO BE PAVED SHALL BE PROTECTED FROM COVERAGE BY THE MICROSURFACING AND REFERENCED FOR PROMPT LOCATION AND CLEANING FOLLOWING APPLICATION. THE ABOVE ITEMS SHALL BE CLEANED TO THEIR PRE-SURFACING CONDITION OR AS DIRECTED BY THE CITY.

4. WORK AT INTERSECTIONS SHALL BE DONE IN STAGES, OR BLOTTER MATERIALS SHALL BE USED, TO ALLOW CROSSING AND TURNING MOVEMENTS.

5. WHEN CONSTRUCTION IS BEING PERFORMED UNDER TRAFFIC, ALL EQUIPMENT, INCLUDING LOADING VEHICLES AND SUPPLY TRUCKS WILL BE REQUIRED TO OPERATE IN A SINGLE LANE ON WHICH THE MICROSURFACING IS BEING APPLIED, UNLESS OTHERWISE APPROVED.

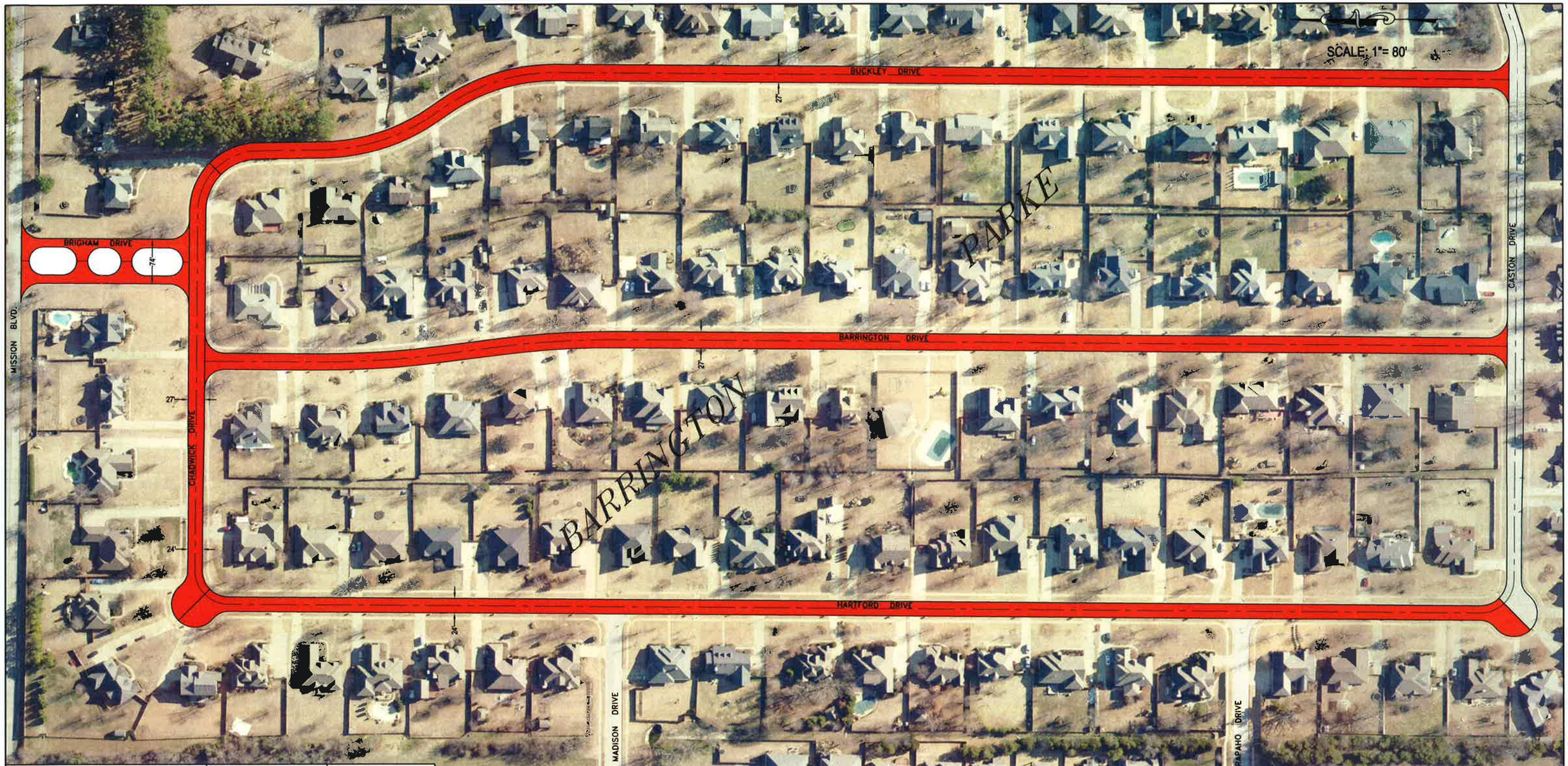
6. THE CONTRACTOR SHALL PROVIDE NOTICE TO THE CITY AND AFFECTED RESIDENTS A MINIMUM OF 3 BUSINESS DAYS PRIOR TO COMMENCEMENT OF THE PROJECT.

CALL BEFORE YOU DIG! ARKANSAS ONE CALL 1-800-482-8998

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN

4/4/16

CITY OF Fayetteville ARKANSAS
ENGINEERING DIVISION
PHONE: (479) 575-8206 FAX NO: (479) 575-8202



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
BUCKLEY DRIVE	6,530	2,160
BARRINGTON DRIVE	6,521	2,141
HARTFORD DRIVE	6,101	2,142
CHADWICK DRIVE	2,261	713
BRIGHAM DRIVE	1,417	277
TOTAL	22,830	7,433

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

BUCKLEY DRIVE, BARRINGTON DRIVE, HARTFORD DRIVE, CHADWICK DRIVE, AND BRIGHAM DRIVE

MICROSURFACING 2016

DATE: March 8, 2016
SHEET: 1

STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
CASTON DRIVE	5,347	1,675

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

CASTON DRIVE
MICROSURFACING 2016

DATE: March 8, 2016
SHEET: 2

STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
QUAIL CREEK DRIVE	7,734	2,324
DORCHESTER DRIVE	5,141	1,830
JOHN WAYNE DRIVE	3,826	975
PRINCE WILLIAM DRIVE	1,892	476
RIPPLE CREEK DRIVE	887	304
TOTAL	19,480	5,909

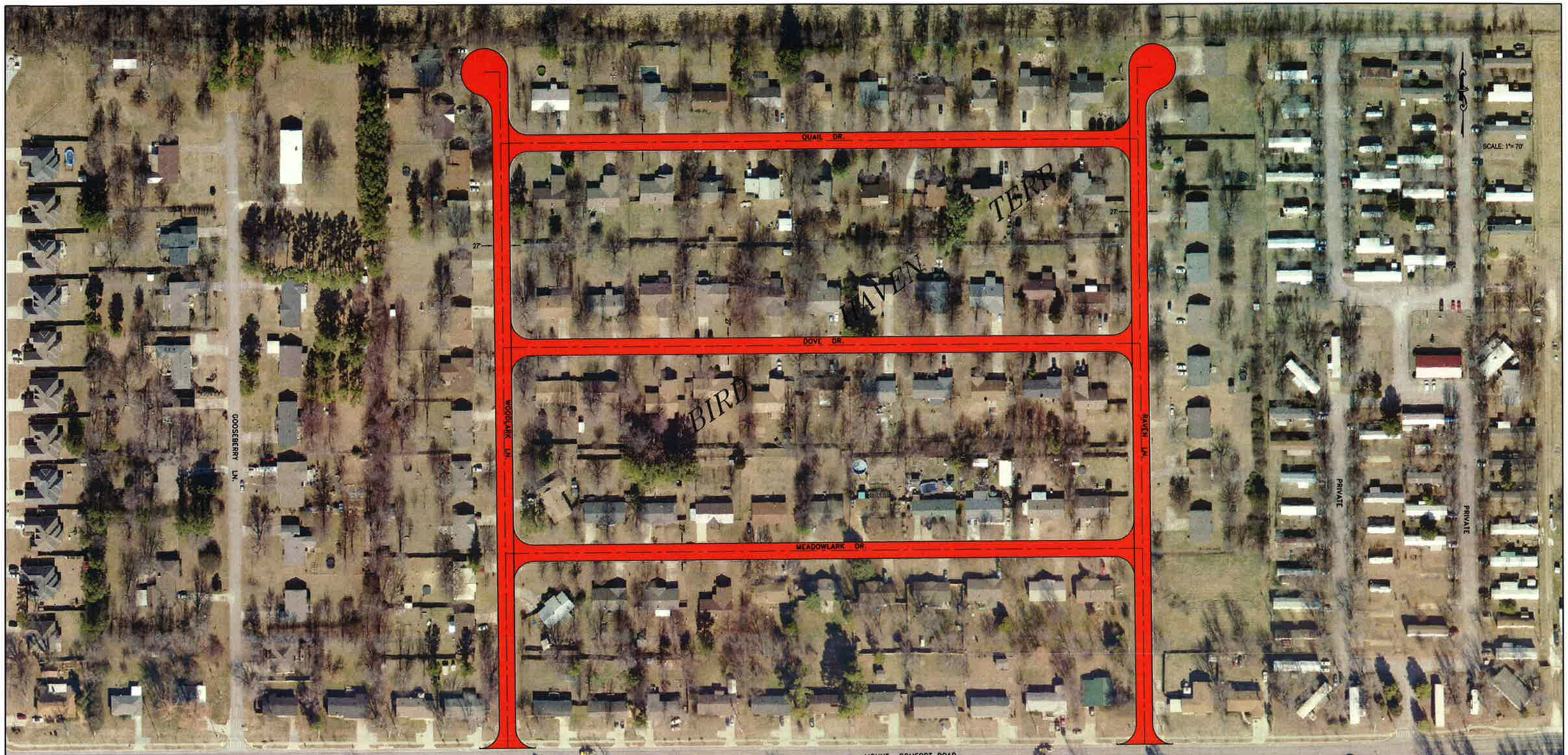
STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

QUAIL CREEK DRIVE, DORCHESTER DRIVE, JOHN WAYNE DRIVE, PRINCE WILLIAM DRIVE, AND RIPPLE CREEK DRIVE

MICROSURFACING 2016

DATE: March 8, 2016
SHEET: 3



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
RAVEN LANE	3,857	1,142
WOODLARK LANE	3,853	1,139
MEADOWLARK DRIVE	3,160	1,047
DOVE DRIVE	3,160	1,047
QUAIL DRIVE	3,160	1,047
TOTAL	17,190	5,422

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

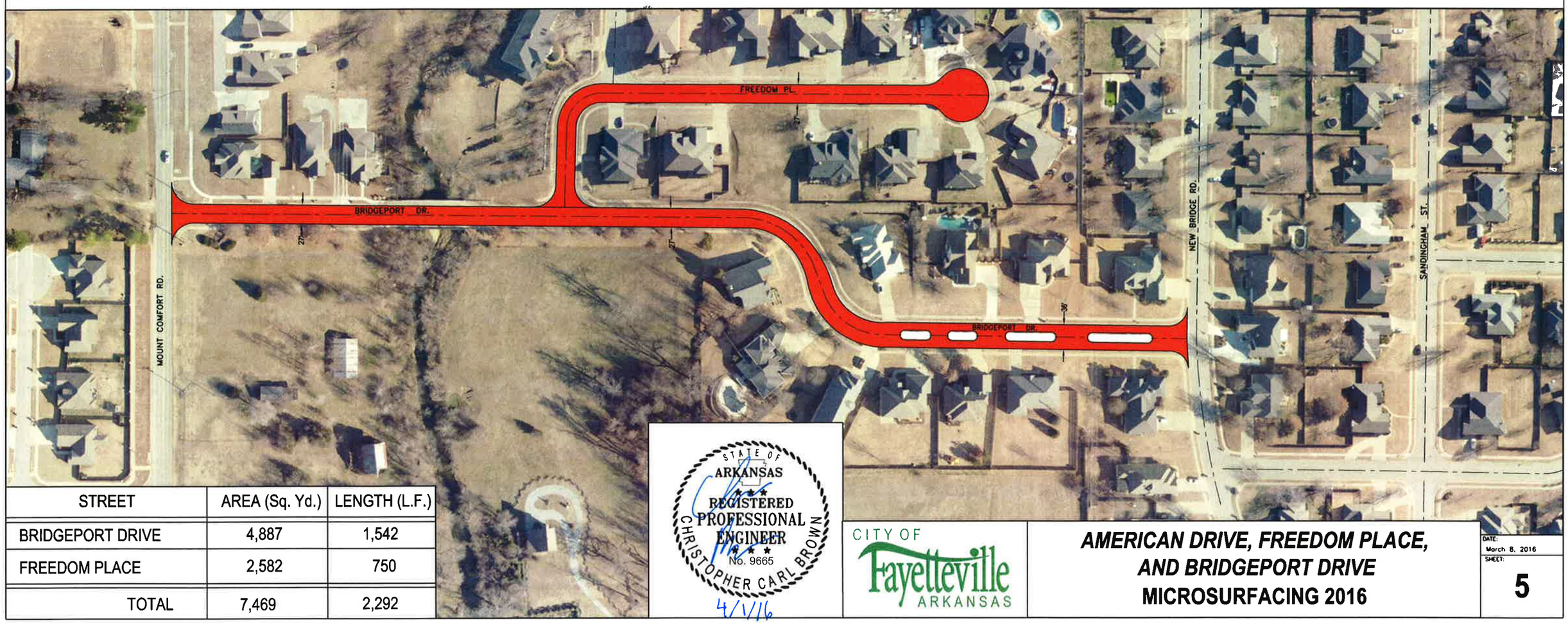
RAVEN LANE, WOODLARK LANE, MEADOWLARK DRIVE, DOVE DRIVE, AND QUAIL DRIVE

MICROSURFACING 2016

DATE: March 8, 2016
SHEET: 4

SCALE: 1"= 70'

STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
AMERICAN DRIVE	2,934	963



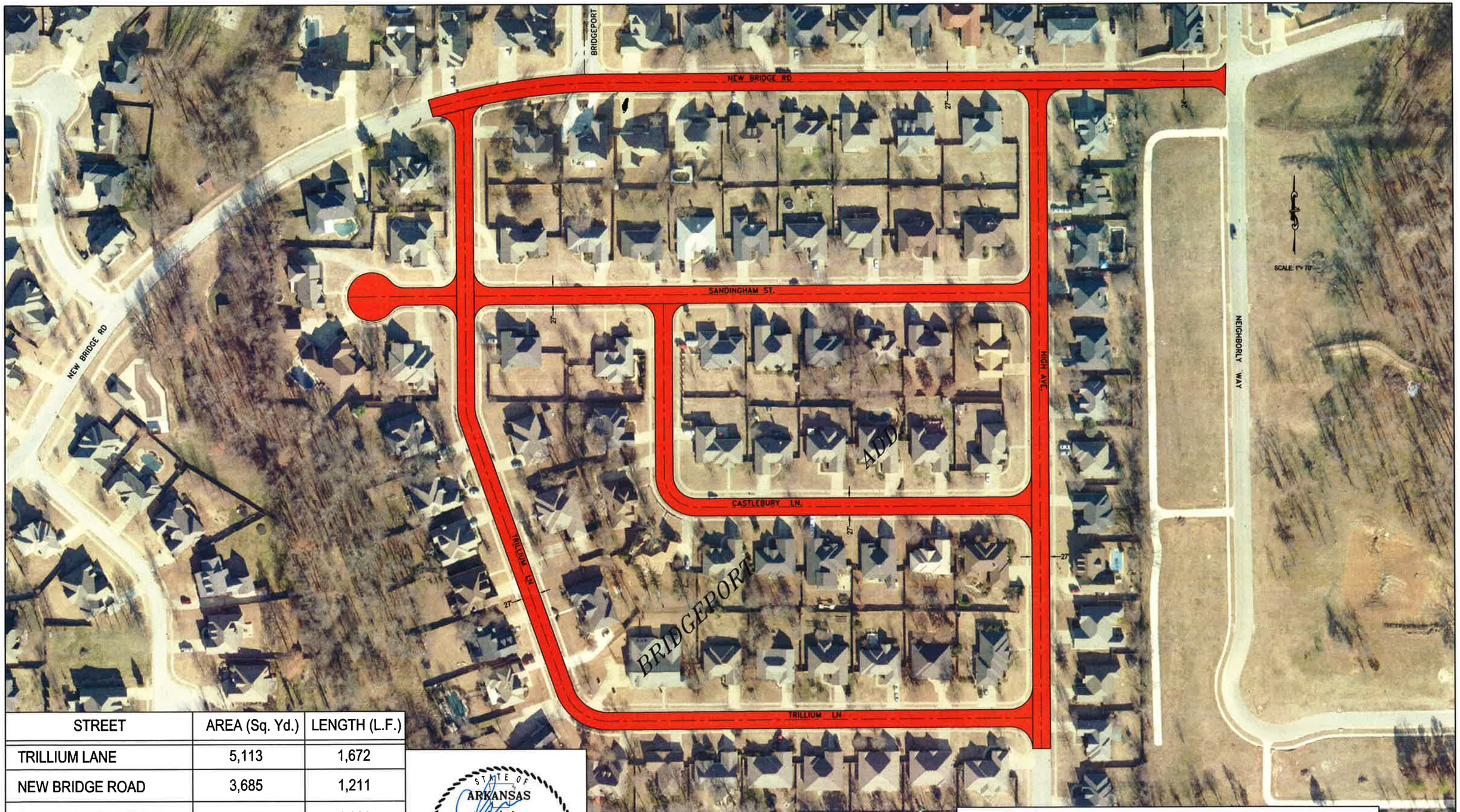
STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
BRIDGEPORT DRIVE	4,887	1,542
FREEDOM PLACE	2,582	750
TOTAL	7,469	2,292

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

AMERICAN DRIVE, FREEDOM PLACE, AND BRIDGEPORT DRIVE
MICROSURFACING 2016

DATE: March 8, 2016
SHEET: 5



STREET	AREA (Sq. Yd.)	LENGTH (L.F.)
TRILLIUM LANE	5,113	1,672
NEW BRIDGE ROAD	3,685	1,211
SANDINGHAM STREET	3,462	1,028
HIGH AVENUE	3,109	1,024
CASTLEBURY LANE	2,687	862
TOTAL	18,056	5,797

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 9665
CHRISTOPHER CARL BROWN
4/1/16

CITY OF Fayetteville ARKANSAS

TRILLIUM LANE, NEW BRIDGE ROAD, SANDINGHAM STREET, HIGH AVENUE, AND CASTLE BURY LANE

MICROSURFACING 2016

DATE: March 8, 2016

SHEET: 6

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: 8/8/2016

P.O Number:

Vendor #: 23562

Vendor Name: DONELSON CONSTRUCTION CO LLC

Mail ☑YES ☐NO

Legistar#: 2016-0373

Address: 1075 WISE HILL RD

FOB Point:

Taxable ☐YES ☑NO

Expected Delivery Date:

City: CLEVER

State: MO

Zip Code: 65631

Ship to code: 104

Quotes Attached ☑YES ☐NO

Requester: JOEY SMITH

Requester's Employee #: 126

Extension: 8209

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	ASPHALT MICROSURFACING PER BID #16-36 RES #_____	93500	SY	2.33	$217,855.00	2100.410.5520-5417.00	02052.1		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
*	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$217,855.00
Tax:	$0.00
Total:	$217,855.00

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/21/2015

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0379

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 7

BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID NO. 16-47 AND APPROVE THE PURCHASE OF A MEYER V FORCE SPREADER FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE AMOUNT OF $29,395.00 FOR USE AT THE BIOSOLIDS MANAGEMENT SITE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 16-47 and approves the purchase of a Meyer V Force Spreader from Countryside Farm and Lawn Equipment Company, Inc. in the amount of $29,395.00 for use at the Biosolids Management Site.

City of Fayetteville Staff Review Form

2016-0379

Legistar File ID

9/6/2016

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

Jesse Beeks/Sara Glenn	8/11/2016	Fleet Operations / Transportation Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of one Meyer V Force 7500 Spreader per bid 16-47 in the amount of $29,395.00 plus applicable taxes from Countryside Farm and Lawn Equipment Company, Inc. of Springdale, AR for use by the Wastewater Treatment Plant.

Budget Impact:

9700.770.1920-5802.00	Shop Fund
Account Number	Fund
02083.2016	Tractor/Mowers
Project Number	Project Title

Budgeted Item?	Yes	Current Budget	$	56,713.03
		Funds Obligated	$	-
		Current Balance	$	56,713.03
Does item have a cost?	Yes	Item Cost	$	29,395.00
Budget Adjustment Attached?	No	Budget Adjustment		
		Remaining Budget	$	27,318.03

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: August

SUBJECT: **Purchase of one spreader for Wastewater Treatment**

RECOMMENDATION:
That City Council approve the purchase of one Meyer V Force 7500 Spreader in the amount of $29,395.00 plus applicable taxes from Countryside Farm and Lawn Equipment Company, Inc. of Springdale, AR.

BACKGROUND:
Unit 5023 is a 2011 H & S MSV 2206T spreader. It has reached 90% of the original purchase price in life to date maintenance costs. This spreader is used by Wastewater to spread sludge in the drying houses.

DISCUSSION:
Fleet recommends the purchase of one Meyer V Force 7500 Spreader per bid 16-47 in the amount of $29,395.00 plus applicable taxes from Countryside Farm and Lawn Equipment Company, Inc. of Springdale, AR for use by the Wastewater Treatment Plant.

BUDGET/STAFF IMPACT:
Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on August 9, 2016.

Attachments:
PO- Purchase Order

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: **8/11/2016**

P.O Number:

Vendor #: **13947**

Vendor Name: **Countryside Farm and Lawn Equipment Company, Inc.**

Mail ☑YES ☐NO

Legistar#: 2016-0379

Address:

FOB Point:

Taxable ☑YES ☐NO

Expected Delivery Date:

City:

State:

Zip Code:

Ship to code: **50**

Quotes Attached ☐YES ☑NO

Requester: Sara Glenn

Requester's Employee #: **3912**

Extension: **3485**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	**Meyer V Force 7500 Spreader**	**1**	**ea**	**29,395.00**	**$29,395.00**	**9700.770.1920-5802.00**	**02083.2016**	**5070**	**705070**
2	**To Be unit 5070, Fixed Asset 705070**				**$0.00**				
3	**Bid 16-47**				**$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: **$29,395.00**

Tax: **$2,866.01**

Total: **$32,261.01**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Chief Financial Officer: _____

Budget Director: _____

IT Director: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 1/21/2015

CITY OF Fayetteville ARKANSAS

Bid: 16-47
DATE: 07.08.2016
TIME: 2:00 PM
CITY OF FAYETTEVILLE

Bid 16-47, All-Purpose Spreader

Official Bid Tabulation

			Countryside Farm & Lawn	Gary Mallett Equipment	William's Tractor
		Model	Meyer V Force 7500	Meyer SV Force 7500T	Meyer V Force 7500
Item	Description	Each	Extended Price	Extended Price	Extended Price
1	All-Purpose Spreader	1	$29,395.00	$ 30,526.00	$ 29,685.00

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

CERTIFIED: L. McGaugh, Purchasing Agent

Rachel Brown
Witness

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0383

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: A. 8

2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF $81,531.00, OF WHICH $34,748.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH $31,014.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND $15,769.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a 2016 Justice Assistance Grant Local Solicitation Award in the amount of $81,531.00, of which $34,748.00 will be used by the Fayetteville Police Department on law enforcement training, equipment and supplies, with $31,014.00 to be disbursed to the City of Springdale and $15,769.00 to Washington County.

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

2016-0383

Legistar File ID

9/6/2016

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

Greg Tabor	8/19/2016	Police / Police Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the 2016 Justice Assistance Grant (JAG) Local solicitation award and approval of a budget adjustment in the amount of $81,531 for the purchase of law enforcement training, equipment, and supplies.

Budget Impact:

1010.200.2920-various	General
Account Number	Fund
39022-2016	Police - JAG Local Solicitation 2016
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	-
		Funds Obligated	$	-
		Current Balance	$	-
Does item have a cost?	No	Item Cost		
Budget Adjustment Attached?	Yes	Budget Adjustment	$	81,531.00
		Remaining Budget	$	**81,531.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments: If approved, please have Mayor Jordan sign and date in Box 19 and 19a, respectively, and initial all pages of Special Conditions in the bottom right corner.

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

DATE: August 19, 2016

SUBJECT: **2016 Justice Assistance Grant Local Solicitation Award**

RECOMMENDATION:
Staff recommends approval of the 2016 Justice Assistance Grant (JAG) Local Solicitation award and approval of a budget adjustment in the amount of $81,531 for the purchase of law enforcement training, equipment, and supplies. If you should have any comments or questions regarding this grant award, please contact me at extension 500.

BACKGROUND:
The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance has announced the 2016 JAG for local agencies. This announcement is based in part on population and violent crime rates. For the twelfth year, JAG funding is given to Fayetteville, Springdale, and Washington County to share. This grant does not require local matching funds.

DISCUSSION:
The Fayetteville Police Department will be the lead agency for this grant award in the amount of $81,531. Fayetteville will receive $34,748 to be spent on law enforcement certification/training areas. Also within this grant award, Springdale will receive $31,014 to purchase equipment and supplies, and Washington County will receive $15,769 to purchase barcode scanners. Please see budget and budget narrative for detailed descriptions.

BUDGET/STAFF IMPACT:
This grant does not require local matching funds and has no impact on staffing levels.

Attachments:
Budget Adjustment
Award Documents
Budget
Budget Narrative

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 15, 2016

The Honorable Lioneld Jordan
City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

Dear Mayor Jordan:

On behalf of Attorney General Loretta Lynch, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 16 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of $81,531 for City of Fayetteville.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria Anderson, Program Manager at (202) 514-7057; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Denise O'Donnell
Director

Enclosures

OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690
TTY: (202) 307-2027
E-mail: askOCR@usdoj.gov
Website: www.ojp.usdoj.gov/ocr

August 15, 2016

The Honorable Lioneld Jordan
City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

Dear Mayor Jordan:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaqs.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(13)) contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions.
Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov//about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmisson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

4. AWARD NUMBER: 2016-DJ-BX-0032

5. PROJECT PERIOD: FROM 10/01/2015 TO 09/30/2019
BUDGET PERIOD: FROM 10/01/2015 TO 09/30/2019

6. AWARD DATE 08/15/2016

7. ACTION
Initial

2a. GRANTEE IRS/VENDOR NO.
716018462

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO.
071607688

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
2016 JAG Local Solicitation

10. AMOUNT OF THIS AWARD $ 81,531

11. TOTAL AWARD $ 81,531

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Denise O'Donnell
Director

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Lioneld Jordan
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		81531

21. RDJUGT0145

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2016 award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this 2016 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded in 2014 or earlier years), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2016 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the Office of Justice Programs (OJP) website at http://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. Compliance with DOJ Grants Financial Guide

The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide"), including any updated version that may be posted during the period of performance.

3. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at http://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

SPECIAL CONDITIONS

4. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

5. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at http://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at http://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at http://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: Award Condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

SPECIAL CONDITIONS

8. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

   The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at http://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.

9. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

   The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.
   The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

10. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

    The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

11. Requirement for data on performance and effectiveness under the award

    The recipient must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

12. OJP Training Guiding Principles

    Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

SPECIAL CONDITIONS

13. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

14. The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

15. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at http://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

17. Restrictions on "lobbying"

Federal funds may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government.

Should any question arise as to whether a particular use of Federal funds by a recipient (or subrecipient) would or might fall within the scope of this prohibition, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

SPECIAL CONDITIONS

18. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2016)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at http://www.usdoj.gov/oig.

SPECIAL CONDITIONS

20. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

SPECIAL CONDITIONS

21. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

    The recipient must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

    The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

    Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

22. Encouragement of policies to ban text messaging while driving

    Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

23. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

24. The recipient agrees to comply with applicable requirements to report first-tier subawards of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at http://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25. Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

SPECIAL CONDITIONS

26. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

27. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

28. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

29. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

30. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

31. Award recipients must verify Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

32. The grantee agrees that within 120 days of award acceptance, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grant recipient. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

33. The recipient agrees to participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

SPECIAL CONDITIONS

34. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

35. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

    The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:
    a. New construction;
    b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
    c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
    d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
    e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

    The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

    Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

36. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the grant funds in the trust fund (including any interest earned) during the period of the grant and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to the Office of Justice Programs at the time of closeout.

37. JAG funds may be used to purchase vests for an agency, but they may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

SPECIAL CONDITIONS

38. Ballistic-resistant and stab-resistant body armor purchased with JAG funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and are listed on the NIJ Compliant Body Armor Model List (http://nij.gov). In addition, ballistic-resistant and stab-resistant body armor purchased must be American-made. The latest NIJ standard information can be found here: http://www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

39. The recipient agrees to submit a signed certification that all law enforcement agencies receiving vests purchased with JAG funds have a written "mandatory wear" policy in effect. Fiscal agents and state agencies must keep signed certifications on file for any subrecipients planning to utilize JAG funds for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any JAG funding can be used by the agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

40. The recipient agrees to monitor subawards under this JAG award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the DOJ Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of JAG funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

41. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

42. Award recipients must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

43. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

44. BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to your My BJA account at https://www.bja.gov/Login.aspx to access the Success Story Submission form. If you do not yet have a My BJA account, please register at https://www.bja.gov/profile.aspx. Once you register, one of the available areas on your My BJA page will be "My Success Stories". Within this box, you will see an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the new BJA Success Story web page at https://www.bja.gov/SuccessStoryList.aspx.

45. Recipient understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf

SPECIAL CONDITIONS

46. The recipient understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

47. Recipient understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency's inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

48. Recipient understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

49. Recipient understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list may be accessed here: https://www.bja.gov/funding/JAGControlledPurchaseList.pdf.

50. Recipient understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

    a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
    b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
    c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

    Recipient further understands and agrees to notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Fayetteville

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:
a. New construction;
b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see https://www.bja.gov/Funding/nepa.html.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

U.S. Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER
2016-DJ-BX-0032

This project is supported under FY16(BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Maria Anderson
(202) 514-7057

2. PROJECT DIRECTOR (Name, address & telephone number)

Willie Newman
Fiscal Officer
100 W. Rock Street
Fayetteville, AR 72701-6057
(479) 587-3579

3a. TITLE OF THE PROGRAM

2016 Edward Byrne Memorial Justice Assistance Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

2016 JAG Local Solicitation

5. NAME & ADDRESS OF GRANTEE

City of Fayetteville
100 A. West Rock Street
Fayetteville, AR 72701-6069

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2015 TO: 09/30/2019

8. BUDGET PERIOD

FROM: 10/01/2015 TO: 09/30/2019

9. AMOUNT OF AWARD

$ 81,531

10. DATE OF AWARD

08/15/2016

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The City of Fayetteville, City of Springdale, and Washington County will share the JAG funds. The City of Fayetteville will use their share of funds to pay for a variety of law enforcement related trainings. The City of Springdale will use their share of funds to purchase an all terrain vehicle for police patrol purposes. Washington County will use their JAG funds to purchase bar code scanners and an automated electronic defibrillator for county law enforcement. NCA/NCF

Edward Byrne Memorial
2016 JAG - Local Solicitation
Project #39022-2016

	Proposed Budget	Total
C. Travel		
Purpose		
City of Fayetteville		
Accident Reconstruction Training	$ 4,386	
Advanced School Resource Officer Training	2,432	
Crime Prevention Thru Environmental Design Training	4,500	
Computer Forensic Training	5,000	
International Assoc. of Chiefs of Police Conference	3,000	
Internet Crimes Against Children Conference	2,430	
Outlaw Motorcycle Gang Intelligence Training	4,500	
National Narcotic Detector Dog Assoc. Training	3,000	
Executive Leadership (FBINA/Northwestern)	2,000	
Total Fayetteville Travel	$ 31,248	
		31,248
D. Equipment		
Item	Cost	
City of Springdale		
Ambush iS Gas/Electric Hybrid Vehicle	$ 17,185	
FileOnQ Quartermaster Management System	12,732	
Total Springdale Equipment	$ 29,917	
		29,917
E. Supplies		
Item	Cost	
City of Fayetteville		
Supplies for Defense Tactics Training	$ 3,500	
Total Fayetteville Supplies	$ 3,500	
Washington County Sheriffs Office		
L-Tron 2D Barcode Scanners	$ 15,769	
Total WCSO Supplies	$ 15,769	
City of Springdale		
Automated Electronic Defibrillator (AED)	$ 1,097	
Total Springdale Supplies	$ 1,097	
		20,366
		$ 81,531

	Summary
City of Fayetteville	$ 34,748
City of Springdale	31,014
Washington County	15,769
	$ 81,531

Edward Byrne Memorial
JAG – Local Solicitation
FY 2016

Budget Narrative

(Attachment 2)

A. Personnel

None

B. Fringe Benefits

None

C. Travel

City of Fayetteville

Accident Reconstruction Training

2 @ $2,193 each ***$4,386.00***

This funding will allow two (2) staff members to attend a ten (10) day Accident Reconstruction Course in Spring 2017 with registration costs $750 per attendee and per diem of $993 per attendee including travel days. Travel to and from this training course will be made via city owned vehicle.

Advance School Resource Officer Training

3 @ $810.67 ***$2,432.00***

This funding will allow three (3) School Resource Officers (SRO) to attend a three (3) day training course during the summer 2017 at a location to be determined. This 3-day training will cost $345 per attendee for registration, $413 in lodging for two (2) rooms for two (2) nights, and $328 per diem per SRO.

Crime Prevention Thru Environmental Design Training

3 @ $1,500.00 ***$4,500.00***

This funding will allow two (2) SROs and one (1) Community Oriented Policing (COP) officer to attend Crime Prevention Thru Environmental Design (CPTED) Training during the summer 2017. This 5-day training will cost $595 per attendee for registration, $1,437 in lodging for two (2) rooms for five (5) nights, and $426 per diem per attendee.

Computer Forensic Training

1 @ $5,000.00 ***$5,000.00***

This funding will allow a Special Investigation Unit (SIU) Detective to begin the certification process for Internet Crimes Against Children (ICAC) investigations in the Spring of 2017. The costs associated with this initial certification training is $1,595 for calss registration, $2,340 for 14-days lodging, and $1,065 in per diem. The location of this training will be determined during the first quarter of 2017.

International Association of Chiefs of Police (IACP) Conference

2 @ $1,500.00 ***$3,000.00***

This funding will allow our Chief and Deputy Chief to attend this conference in Philadelphia, PA with costs of airfare at $420 each, four (4) nights lodging at $165 per night per person, and registration costs $750 per person.

Internet crimes Against Children Conference

2 @ $1,215.00 ***$2,430.00***

This funding will allow two (2) officers to attend the ICAC Conference in Dallas, Texas with seven (7) nights lodging costing $144 per night per officer at a pet friendly hotel, registration costs $550 per officer/dog team, per diem of $317 per officer including travel days.

Outlaw Motorcycle Gang Intelligence Training

2 @ $2,250.00 ***$4,500.00***

This funding will allow two (2) officers to attend training in the Spring or Summer 2017 on Outlaw Motorcycle Gang Intelligence training with five (5) nights lodging costing $951.50 per night per person, airfare costs $785 per officer, per diem of $426 per officer including travel days, and rental car of $175.

National Narcotic Detector Dog Association (NNDDA)

2 @ $1,500.00 ***$3,000.00***

This funding will allow two (2) officers and their scent detector dogs to attend the five day training at a location to be determined with five (5) nights lodging costing $112 per night per officer at a pet friendly hotel, registration costs $550 per officer/dog team, per diem of $390 per officer including travel days.

Executive Leadership Training

1 @ $2,000.00 ***$2,000.00***

This funding will allow an administrative officer to attend a 10-week executive leadership course thru the FBI National Academy or the Northwestern School of Public Safety. Costs associated with this training include $590 in airfare, $137 per night for two (2) nights in lodging, and per diem for 16 days at $71 per day.

TOTAL TRAVEL **$ 31,248.00**

D. Equipment

City of Springdale

Gas/Electric Hybrid All-Terrain Vehicle (ATV) for Trails Patrol

1 ATV @ $17,185.00 ***$17,185.00***

The Springdale Police Department will be using a portion of the 2016 JAG Local Solicitation funds to purchase a Gas/Electric Hybrid ATV for Trails Patrol at a cost of $17,185. These Hybrid ATV will be used for patrolling the Springdale trails system, minor league baseball stadium, and in the downtown business district.

FileOnQ Quartermaster Management System

1 system @ $12,732.00 ***$12,732.00***

The Springdale Police Department will be using a portion of the 2016 JAG Local Solicitation funds to purchase a Quartermaster Management System to inventory police department owned equipment. This system is an expansion of existing hardware and software at a cost of $12,732.

TOTAL EQUIPMENT **$ 29,917.00**

E. Supplies

City of Fayetteville

Supplies for Defensive Tactics Training

1 set @ $3,500 ***$3,500.00***

A set of defensive tactics training supplies consists of one (1) AR-15 WRK drop in recoil kit for MILO simulator rifle, two (2) ASP Red gun carbine training rifles, transparent training shields, training shin guards, training gas mask, and ten (10) ASP Red training chain handcuffs. Total cost for the set of training supplies is $3,500.

Washington County

L-Tron 2D Barcode Scanners

41 @ $384.61 each ***$ 15,769.00***

The Washington County Sheriff's Office (WCSO) will use all of its' 2016 JAG Local Solicitation funding for the purchase of 41 L-Tron Model 4910 – 2D Barcode Scanners.

City of Springdale

Automated Electronic Defibrillator (AED)

1 AED @ $1,097.00 ***$1,097.00***

The Springdale Police Department will be using a portion of the 2016 JAG Local Solicitation funds to purchase an Automated Electronic Defibrillator (AED) at a cost of $1,097.

TOTAL SUPPLIES **$20,366.00**

F. Construction

None

G. Consultants/Contracts

None

H. Other

None

I. Indirect Costs

None

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

Budget Year	Division /Org2	Adjustment Number
2016	POLICE (200)	
	Requestor: W. Newman	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize and establish expense and revenue accounts for the 2016 Justice Assistance Grant Local Solicitation award.

COUNCIL DATE: 9/6/2016

LEGISTAR FILE ID#: **2016-0383**

Barbara Fell
8/18/2016 10:23 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20160722

Account Number	Increase / (Decrease) Expense	Increase / (Decrease) Revenue	Project.Sub# Project	Project.Sub# Sub	AT	Account Name
TOTAL	81,531	81,531				
1010.900.0001-4309.01	-	81,531	***39022***	***2016***	RE	Federal Grants - Operational
1010.200.2920-5210.00	3,500	-	***39022***	***2016***	EX	Minor Equipment - base
1010.200.2920-5304.00	31,248	-	***39022***	***2016***	EX	Travel & Training - Travel & Training
1010.200.2920-5737.00	31,014	-	***39022***	***2016***	EX	Transfer to - Springdale
1010.200.2920-5738.00	15,769	-	***39022***	***2016***	EX	Transfer to - Washington County Sheriff
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY C HOLDINGS, LLC LOCATED AT 1503 NORTH GARLAND AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, C Holdings, LLC is the record owner of the real property located at 1503 North Garland Avenue, City of Fayetteville, Washington County, Arkansas, legally described as follows:

A part of Lot Numbered Two (2) in Block Numbered One (1), Hendrix Addition, Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows: Beginning at the Southeast. corner of said Lot 2, and running North 52.50 feet; thence West 150.00 feet; thence South 52.50 feet; thence East 150.00 feet to the point of beginning, and containing 0.18 acres, more or less; and

WHEREAS, the City Council has determined that the structure located on said property is dilapidated, unsightly, unsafe, and detrimental to the public welfare; and

WHEREAS, C Holdings, LLC, having been properly served with Violation Notices via Certified Mail, Return Receipt Requested, and given thirty (30) days to correct said violations, has refused to repair, or raze and remove said dilapidated, unsightly, and unsafe structure.

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

Section 1: That, by the authority granted pursuant to A.C.A. §14-56-203, and in accordance with the provisions of Section 173.09 of the Fayetteville Code of Ordinances, C Holdings, LLC is hereby ordered to raze and remove forthwith, the dilapidated, unsightly, and unsafe structure located on the aforementioned real property. The manner of removing said structure shall be: dismantle by hand or bulldozer, and haul all debris to a landfill.

Section 2: That, if C Holdings, LLC does not comply with this order, the Mayor is hereby directed to cause the dilapidated, unsightly, and unsafe structure to be razed and removed; and a lien against the real property shall be granted and given the City, pursuant to A.C.A. §14-54-904, for the costs associated therewith.

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

City of Fayetteville Staff Review Form

2016-0377

Legistar File ID

9/6/2016

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

Yolanda Fields	8/17/2016	Community Resources / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A Resolution ordering the Razing and Removal of a dilapidated and unsafe structure, owned by C Holdings LLC, located at 1503 N. Garland Avenue and approving a budget adjustment for the project.

Budget Impact:

1010.642.6420-5315.04	1010 - General
Account Number	Fund
50033.1603	Raze and Removal
Project Number	Project Title

Budgeted Item?	No	Current Budget	$	2,300.00
		Funds Obligated	$	-
		Current Balance	$	2,300.00
Does item have a cost?	Yes	Item Cost	$	6,149.00
Budget Adjustment Attached?	Yes	Budget Adjustment	$	3,849.00
		Remaining Budget	$	-

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments: Staff recommends approval of the Resolution and Budget Adjustment. The $6,149 would be needed only in the event the property owner does not raze the structure by the time the resolution is in effect.

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Jeremy Pate, Development Services Department Director

FROM: Yolanda Fields, Community Resources Director

DATE: August 10, 2016

SUBJECT: **Raze and Removal of Structure at 1503 N Garland Ave.**

RECOMMENDATION:
Staff recommends approval of the Resolution ordering the Raze and Removal of a dilapidated and unsafe structure located at 1503 N Garland Ave and to approve a budget adjustment in the amount of $6,149.00 for the balance of the project.

BACKGROUND:
Service Request #161006 Case #22177: Code Compliance responded to a request concerning the structure located at 1503 N Garland Ave. The structure appeared to be in violation of Subsection 173.09(A), Unsafe Buildings, of the City Code of Ordinances. The Building Safety Director observed: *Broken windows, back door ajar, tree growing into corner, rotted and missing siding, roof leaks, extensive interior water damage.*
On June 10th, 2016 a Notice of Violation was delivered to the owner of record. By Ordinance, the property owner was given until July 13th, 2016 to acquire a building permit or to Raze and Remove the structure.
On August 10th, 2016 a Notice of Public Hearing was sent to the property owner informing them of the September 6th, 2016 Public Hearing

DISCUSSION:
This parcel contains a single story 1,000 square foot single family dwelling. Property owners have been unresponsive as to any intentions for abatement. No building permits have been issued or applied for.

BUDGET/STAFF IMPACT:
If the property owner does not comply with the Raze and Removal order, Raze and Removal costs will be expensed at the current budget. A lien will be placed on the property for the incurred costs. The current budget balance is $2,300.00, therefore, we are requesting a budget adjustment of $3,849.00.

Attachments:
Attachments include the Process Summary, the Receipt of Bids, a Budget Adjustment, and a packet including notifications, property records, and photos.

CITY OF
Fayetteville
ARKANSAS

RECEIPT OF BIDS

OWNER(S): **City of Fayetteville – Community Resources Division**

ADDRESS: **1503 N Garland Ave.** PROJECT No: **Bid#16-22177**

PROJECT TITLE: **Raze and Removal – Code Compliance Program**

BID CLOSING DAY/DATE/TIME: **August 8th, 2016 at 4:00 pm**

CONTRACTOR: REDLWE CONTRACTORS BID AMOUNT: 6,149.00

CONTRACTOR: DECLINED TO BID BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

CONTRACTOR: _____ BID AMOUNT: _____

Certified by: _____ Date: 8.8.16

Witness: _____ Date: 8 Aug 2016

CITY OF
Fayetteville
ARKANSAS

RAZE & REMOVAL PROJECT
BID#16-22177

ADMINISTRATOR: David Carver (email: dcarver@fayetteville-ar.gov)
PHONE # 479.444.3451 or 479.575.8260 **FAX** # 479.444.3445

PROJECT LOCATION: 1503 N Garland Ave., Fayetteville, AR 72703
WC Parcel # 765-06278-000

CONTRACTOR'S SCOPE OF WORK

- **RAZE&REMOVAL**
  1. Completely tear down the entire dwelling.
  2. Haul all contents inside the structure(s), debris from the structure(s), and other debris from the parcel to a legal landfill. All concrete associated with the structure(s) shall be removed from the lot (footings and slabs).
  3. Mow and clean up parcel.

- **CLEANUP & DISPOSAL**
  1. Provide proof, such as receipts, that the debris was hauled to a legal landfill.
  2. The city encourages the bidder to consider all waste diversion methods for materials collected. Any methods of disposal, excluding a legal landfill, must be deemed acceptable by the city prior to bid submittal.
  3. The yard shall be semi-level and mow-able when the demo work is completed and before payment will be made.
  4. Contractor shall be responsible for capping wells, utilities and/or any other requirements pertaining to the demolition permit.

- **MISCELLANEOUS**
  1. A Demolition Permit from the City of Fayetteville must be obtained before work begins. Demolition Permits are obtained through the Building Safety Division, 479-575-8233.
  2. Proof of no less than $250,000 liability insurance shall be provided by the contractor before work begins.
  3. State Contractor License is required. A City Business License is required if your business is located in the city limits of Fayetteville.
  4. If the situation is resolved by the property owner during the 30 day notice & comment period bids may be considered null & void.

CITY OF
Fayetteville
ARKANSAS

BID PROPOSAL FORM

BID 16-22177

DATE ISSUED: July 25th, 2016

ADMINISTRATOR'S NAME: David Carver

PROJECT ADDRESS: 1503 N Garland, Fayetteville, AR, 72703

DATE OF OPENING: Monday, August 8th, 2016 at 4:00pm

My total bid price for the Raze & Removal Project is: $ 6,149.00
(Bid will be valid for 120 days from Date of Opening)

Upon signing this Bid, the bidder certifies that they have viewed the property, read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

Date: 08/08/16

Complete Business Address:

Name of Firm: Redline Contractors Phone # 479-419-4100

Street address or P O Box # P.O. Box 1893

City / State/ Zip Code Lowell, AR 72745

Printed Name: Kyle Sargent

Signature: Title: General Manager

Federal Tax ID # 74-3070281 or Social Security #

State Contractor # 133140516 City Business License #

This page must be returned to the Community Resources Division in a sealed envelope marked with the project number and contractors name on or before the Bid Closing date and time.

CITY OF Fayetteville ARKANSAS

PROCESS SUMMARY
RAZE AND REMOVAL

Property Address: 15303 N Garland Ave

WC Parcel # 765-06278-001

Hansen Case # 22177

City Code: 173.09(A)

- On May 25th, 2016 Code Compliance received a Request for Service regarding the property located at 1503 N Garland Ave.
- Code Compliance received the Unsafe Building Determination from Building Safety on June 3rd, 2016.
- A Notice of Violation was sent to the Owner of Record on June 3rd, 2016.
- The signed Return Receipt Card was received on June 10th, 2016.
- On July 13th, 2016 the property was re-inspected and was found to still be in violation of City Code 173.09(A)

CITY OF
Fayetteville
ARKANSAS

August 10, 2016

C Holdings, LLC
c/o John C Riedel
105 E 9th St.
Danville, AR 72833

RE: Enforcement of Fayetteville Code 173.09
Arkansas Code Ann. 14-56-203

NOTICE TO PROPERTY OWNERS

Pursuant to A.C.A 14-56-203 as 173.09 of the Fayetteville Code, you are placed upon Notice that the Fayetteville City Council will conduct a public hearing to determine if the dwelling located at **1503 N Garland (Parcel # 765-06278-001)** should be Razed and Removed.

You are free to appear at this hearing to present any evidence or statements. If you need additional information concerning this process or if you have information that we are not aware of, please call the Code Compliance Office at (479) 575-0860.

The hearing will be part of a regular City Council meeting on **September 6th, 2016** beginning at 5:30pm at the City Administration Building, 113 W. Mountain St., Fayetteville, AR 72701. The City Council Meetings are advertised in local newspapers and will contain an item concerning this hearing. You may also call the Fayetteville City Clerk's Office (479-575-8323) for information confirming the date of the public hearing.

Sincerely,

David Carver
Code Compliance Administrator

Cc: file

7015 3010 0000 0814 5306

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only
For delivery information, visit our website at www.usps.com®.
OFFICIAL USE

Certified Mail Fee $	8-9-16
Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) $ ☐ Return Receipt (electronic) $ ☐ Certified Mail Restricted Delivery $ ☐ Adult Signature Required $ ☐ Adult Signature Restricted Delivery $	Postmark Here DB/DC
Postage $	22177
Total Postage and Fees $	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

CITY OF Fayetteville ARKANSAS

Office of Code Compliance
Phone 479-575-8260
Fax 479-444-3445

VIOLATION NOTICE

June 03, 2016

Owner C HOLDINGS, LLC
C/O JOHN C RIEDEL
105 E 9TH STREET
DANVILLE, AR 72833

RE: Property @ 1503 N GARLAND AVE, Fayetteville, AR

WC Parcel # 765-06278-001 **Case # 22177**

Dear Property Owner:

It appears that your property contains a violation of the Fayetteville Unified Development Ordinance. It is our goal to notify and assist property owners to correct violations of city ordinances before taking actual enforcement actions. **If you need clarification of this notice or advice on how to correct the problem, please call our office at (479)575-8237 or (479)575-8260.**

Suspected Violation That Needs Correction:

§173.09 Unsafe Buildings. No persons, partnership, corporation or association, hereinafter referred to as "owner", shall keep or maintain any house or building within the corporate limits of the City which has become dilapidated, unsafe, unsanitary, or detrimental to the public welfare.

How This Violation Can Be Voluntarily Corrected:

By making repairs as needed or razing the structure and remove all debris from the lot. A building permit may be required, based on review of the Building Safety Director.

Potential Penalties:

If this violation is not corrected within thirty (30) days from the service of this notice, you can be issued a Criminal Citation for the above violation and be summoned to appear in court. Our office can also suggest the structure be razed and removed. The costs shall be charged to the owner(s) of the property and the city shall have a lien against such property for such costs. If you disagree with our conclusion that your property contains a violation of our ordinances, you have the right to appeal to the appropriate City Board, Commission or City Council. Please see Chapter 155 of the Unified Development Code.

Sincerely,

DEREK BENJAMIN
Code Compliance Officer
code_compliance@fayetteville-ar.gov

Cc: file

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

6-3-16

Postmark Here

DB

22177

7016 0910 0000 3009 0031

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

C HOLDINGS LLC
C/O JOHN C RIEDEL
105 E 9TH ST
DANVILLE, AR 72833

9590 9402 1915 6104 5850 14

2. Article Number (Transfer from service label)
7016 0910 0000 3009 0031

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Michelle Lynd
☐ Agent
☐ Addressee

B. Received by (Printed Name)
Michelle Lynd

C. Date of Delivery
6/8/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
JUN 10 2016
CR DIVISION

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 DB 22177 Domestic Return Receipt

Code Compliance Program
Unsafe Building Determination
UDC 173.09

Address / Location: 1503 N GARLAND AVE

WC Parcel # 765-06278-001

UDC 173.09

[X] ***I recommend the raze and removal of the structure.***

[ ] ***I recommend securing the structure.***

[ ] ***I have determined that the structure above is NOT in violaion of Subsection 173.09 (A) of the City of Fayetteville's Unified Development Code***

06/01/2016

Chief Building Official

Observations:

[ ] ***Building Safety will persue a Property Nuisance, City Code 173.09(B) (Complete CCFORM603)***

PLEASE RETURN THIS FORM TO CODE COMPLIANCE

Date Sent: 5.25.16

SR# 161006

Date Received: 6.2.16

Case# 22177

Community Resources Division Director

user name or email | Log in | Register

Forgot your password?

Washington County, Arkansas

Public Records

actDataScout

Real Property	Personal Property	Commercial Personal	Collector Tax Roll	Information		Pro Search

Return to Results Page

New Search

1 of 2

Options:

- Print Friendly
- Quick Print
- Pro Map Viewer
- Tax Detail
- Ledger
- Plat
- Latest Deed

Washington County
Assessor's Office

Last Update: 6/8/2016

Russell Hill
Assessor, Washington County

Welcome to the Washington County Assessor's Office real property records online. Please use the Search feature to find your property of interest. If you have questions or comments, please call our office.

479-444-1600 (Real Prop.)
479-444-1520 (Pers. Prop.)

Email Us

Millage Rates

Need Help

Print | Quick Print | Ledger | Plat | Map It | Tax Detail | Latest Deed

Parcel: 765-06278-001
Prev. Parcel: 130683/130684-001
As of: 8/8/2016

ID: 40800

Washington County Report

Property Owner		Property Information	
Name:	C HOLDINGS LLC	**Physical Address:**	1503 N GARLAND AVE
Mailing Address:	P O BOX 1330 DANVILLE, AR 72833	**Subdivision:**	HENDRIX ADD
Type:	(RI) - Res. Improv.	**Block / Lot:**	001 / --
Tax Dist:	(011) - FAYETTEVILLE SCH, FAY	**S-T-R:**	08-16-30
Millage Rate:	54.75	**Size (in Acres):**	0.000

Legal: PT LOT 2 BLK 1 FURTHER DESCRIBED FROM 2013-40500 AS: A part of Lot Numbered Two (2) in Block Numbered One (1), Hendrix Addition, Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, being more particularly described as follows: Beginning at the Southeast. corner of said Lot 2, and running North 52.50 feet; thence West 150.00 feet; thence South 52.50 feet; thence East.150.00 feet to the point of beginning, and containing 0.18 acres more or less.

Market and Assessed Values:

	Estimated Market Value	Full Assessed (20% Market Value)	Taxable Value
Land	$36,000	$7,200	$7,200
Building	$3,450	$690	$690
Total	$39,450	$7,890	$7,890

Homestead Credit: 0.00 **Note:** Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Land:

Land Use	Size	Units
62.5*153	1.000	House Lot

Deed Transfers:

Document Images brought to you by your County Circuit Clerk, Kyle Sylvester

Date	View Deed	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/8/2014		2014	11844	Redem Deed			C HOLDINGS LLC		
12/11/2013		2013	40500	Warr. Deed			C HOLDINGS LLC		
1/13/2010		2010	1552	CorpWD	326.70	$99,000	ELITE EQUITY GROUP OF ARKANSAS LLC	Inc Additional Prop.	Improved
3/26/2004		2004	11519	SpecWarr	313.50	$95,000	CTC VENTURES LLC	Change After Sale	Improved
11/11/2002		2002	175595	Warr. Deed	0.00	$0	M B B INVESTMENT CORP		

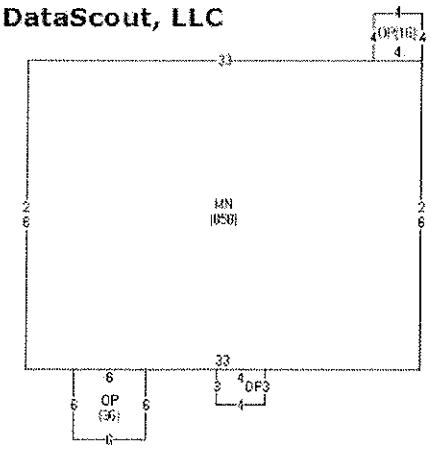
Date	View Deed	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
10/25/2002		2002	162768	Warr Deed	198.00	$60,000	THOMPSON, T BROCK & NIKI S	Valid	Improved
11/17/1995		95	65198	Warr Deed	145.20	$44,000	WASHINGTON, MANUEL D	Valid	Improved
8/24/1992		92	46337	Warr Deed	81.40	$37,000	MOSS, CARL D & SHEILA	Valid	Improved
1/16/1991		1309	827	Warr Deed	70.40	$32,000	DEPIERRO, ALFRED A; PITTS, DONIE J	Valid	Improved
5/16/1989		1348	178A	Warr Deed	66.00	$30,000	DUGGAR, MARY L	Unval.	
1/30/1987		1212	367	Warr Deed	0.00	$0	WEIR JOSEPH L III		
6/13/1986		1189	98	Warr Deed	0.00	$0	ADMIN OF VETERANS AFFAIRS		
6/6/1986		1181	246	CommDeed	0.00	$0	UNION NATL BANK OF LITTLE ROCK		
1/1/1985		1071	517	Warr Deed	0.00	$0	CIABATTARI, WILLIAM S & LOIS		

Details for Residential Card 1

Occupancy	Story	Finish	1st Liv Area	Other Liv Area	Total Liv Area	Grade	Year Built	Age	Condition	Beds
Single Family	ONE	Frame Siding Std.	858	0	858	7	1956	59	Poor	N/A

Exterior Wall:	FS	Plumbing:	**Full:** 1
Foundation:	Closed Piers	Fireplace:	N/A
Floor Struct:	Wood with subfloor	Heat/Cool	Central
Floor Cover:	Carpet & Tile	Basement:	N/A
Insulation:	Ceilings Walls	Basement Area:	N/A
Roof Cover:	Asphalt Shingle	Year Remodeled:	N/A
Roof Type:	Gable	Style:	N/A

DataScout, LLC



Base Structure:

Item	Label	Description	Area
A	MN	Main Living Area	858
B	OP	Porch, open	16

C	OP	Porch, open	36
D	OP	Porch, open	12

Outbuildings and Yard Improvements:

Item	Type	Size/Dim	Unit Multi.	Quality	Age
Gravel Driveway					

Map:

©2012 - 2016 DataScout, LLC All Rights Reserved

Search Incorporations, Cooperatives, Banks and Insurance Companies

Printer Friendly Version

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

Begin New Search

For service of process contact the Secretary of State's office.

Corporation Name	C HOLDINGS, LLC
Fictitious Names	
Filing #	800123616
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	JOHN C RIEDEL
Agent Address	105 EAST 9TH ST. DANVILLE, AR 72833
Date Filed	12/05/2007
Officers	MIKE DONNELL , Incorporator/Organizer ROBERT R REDFERN , Tax Preparer
Foreign Name	N/A
Foreign Address	
State of Origin	N/A

Purchase a Certificate of Good Standing for this Entity Pay Franchise Tax for this corporation

1503
MAXWELL DR
HENDRIX ST
HICKORY ST
MALIBU ST
LONDON AVE
LAWSON ST
GARLAND AVE
GARLAND AVE
GARLAND AVE
GARLAND AVE
1158
1150
1136
1615
1613
1614
1070
1068
1578
1027
1025
1189
1173
1135
1535
1525
1505
1540
1536
1530
1530
1172
1174
1132
1128
1124
1112
1108
1114
1526
1196
1140
1071
1063
1055
1051
1518
1139
1129
1125
1437
1435
1141
1433
1512
1010
1409
1420
1035
1033
1407
1406
1406
1406
1406
1406
1405

08.09.2016 14:16

08.09.2016 14:13

05.25.2016

05.25.2016

05 25 2016

05 25 2016

05 25 2016

05 25 2016

07 13 2016

07 13 2016

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

Budget Year	Division /Org2	COMMUNITY RESOURCES (642)	Adjustment Number
2016	Requestor:	Cherrell Lee	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Moving funds in preparation of non-compliance to the Raze and Removal request for 1503 N Garland Ave. Funds from the Use of Funds Balance will cover part of the project as there are only $2300 left in the Raze and Removal account.

COUNCIL DATE: 9/6/2016

LEGISTAR FILE ID#: **2016-0377**

Barbara Fell
8/17/2016 7:46 AM

Budget Director Date

TYPE:

DESCRIPTION:

GLDATE:

POSTED: /

RESOLUTION/ORDINANCE

v.20160722

Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub	AT	Account Name
TOTAL	3,849	3,849				
1010.001.0001-4999.99	-	3,849			RE	Use Fund Balance - Current
1010.642.6420-5315.04	3,849	-	***50033***	***1603***	EX	Contract Services - Raze and Removals
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: D. 1

VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):

AN ORDINANCE TO APPROVE VAC 16-5519 SUBMITTED BY MILHOLLAND AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE INTERSECTION OF MCMILLAN DRIVE AND WEDINGTON DRIVE TO VACATE A PORTION 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 portion of a utility easement is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates a portion 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 condition:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2016-0376

Legistar File ID

9/6/2016

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

Jeremy Pate	8/19/2016	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

VAC 16-5519: Vacation (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM, 441): Submitted by MILHOLLAND & ASSOCIATES, INC. for property located at the INTERSECTION OF MCMILLAN DR. & WEDINGTON DR. The property is zoned UT-URBAN THOROUGHFARE and contains approximately 4.76 acres. The request is to vacate a portion of a 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 OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor and City Council

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: August 19, 2016

SUBJECT: **VAC 16-5519: Vacation (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM, 441):** Submitted by MILHOLLAND & ASSOCIATES, INC. for property located at the INTERSECTION OF MCMILLAN DR. & WEDINGTON DR. The property is zoned UT-URBAN THOROUGHFARE and contains approximately 4.76 acres. The request is to vacate a portion of a utility easement

---

RECOMMENDATION:
Planning Division staff and the Planning Commission recommend approval of **VAC 16-5519** with the following condition:

Condition of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

BACKGROUND:
The subject property contains several parcels totaling approximately 4.76 acres that are located at the southeast corner of Wedington and Marinoni Drives. The property is currently undeveloped above grade, but has street and sewer/water infrastructure. The proposed Fitness One structure is proposed for the southwestern portion of the subject property, and will encroach on the existing easement as currently proposed. It is a requirement of the property's UT, Urban Thoroughfare zoning district that the proposed building be located no further than a 25 foot build-to-zone, which is unfeasible given the existing utility easement.

Proposal: The applicant proposes vacation of a portion of utility easement to allow for construction of the proposed Fitness One structure closer to the street right-of-way in compliance with the requirements of the UT, Urban Thoroughfare zoning district.

DISCUSSION:
On August 8, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 9-0-0 as a consent agenda item.

BUDGET/STAFF IMPACT:
N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

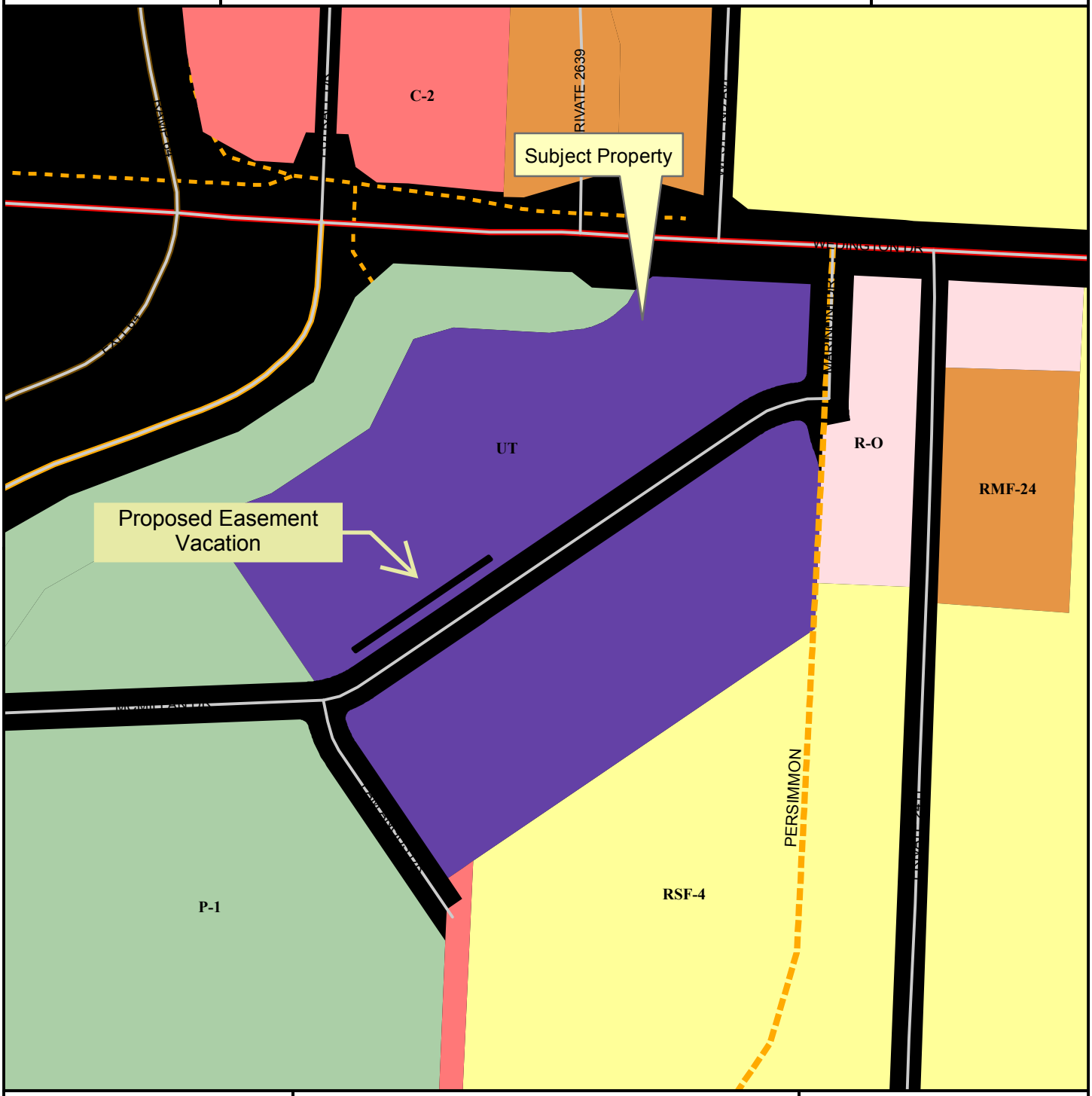
16-5519
EXHIBIT 'A'

VAC 16-5519

Close Up View

FITNESS ONE

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District
- Building Footprint

Feet

0 75 150 300 450 600

1 inch = 200 feet

- RSF-4
- RMF-24
- Residential-Office
- C-2
- Urban Thoroughfare
- P-1

16-5519
EXHIBIT 'A'

5 FOOT EASEMENT VACATION DESCRIPTION:

A part of Lots No. 3 & 5, Mc Millan Estates, Fayetteville, Washington County, Arkansas, more particularly described as commencing at the Southeast Corner of said Lot 5, and continuing thence along the common boundary of said Lots 3 & 5, N34°13'31"W 15.00 feet to the Point of Beginning of a 5 foot Easement Vacation;

Thence parallel with the Northwestern ROW of W. McMillan Drive, S55°46'29"W 180.00 feet, to the Southwest Corner of said 5 foot easement vacation;

Thence N34°13'31"W 5.00 feet, to the Northwest corner of said 5 foot easement vacation;

Thence parallel with said Northwestern ROW of said Mc Millan Drive. N55°46'29"E 226.58 feet, to the Northeast corner of said 5 foot easement vacation;

Thence S34°13'31"E 5.00 feet to the Southeast corner of said 5 foot easement vacation; and thence parallel with said Northwestern ROW of Mc Millan Drive, S55°46'29"W 46.58 feet to the Point of Beginning, containing, 1132.7 square feet, more or less.

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY	***FEE: $200.00***
Date Application Submitted:	***Sign Fee: $5.00***
Date Accepted as Complete:	*S-T-R:*
Project Number:	*PP#:*
Public Hearing Date:	*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: __X__ **Applicant** _____ **Representative**

Applicant (person making request):

Name: WCG Wedington, LLC
c/o Michael Wenzler

Address: P.O. Box 271068
Ft. Collins, CO 80527

Phone: (Cell) 970-599-1511
Email: michaelw@woodcapitalgroup.com

Fax: ( )

Representative (engineer, surveyor, realtor, etc.):

Name: Milholland Engineers & Surveyors

Address: 205 W. Center St.
Fayetteville, AR 72701

Phone: (479) 443-4724
Email: milholland@aol.com

Fax: (479) 443-4707

Site Address / Location: W. McMillian Dr, Fayetteville, AR 72701

Legal description of area to be vacated (attach separate sheet if necessary):
SEE ATTACHED DESCRIPTION

Current Zoning District: UT

Assessors Parcel Number(s) for subject property: 765-22526-000 / 765-22528-000 / 765-22530-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
Cross Church, Inc
Fitness One

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): Michael Wenzler Date:
P.O. Box 271068, Ft. Collins, CO 80527, Phone: 970-599-1511

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: B Mayes

Date: 7-5-2016

Address: 1709 Johnson Rd.
Springdale, AR 72762

Phone: (479) 751-4523

Name (printed): BEN R. MAYES, Treasurer

Signature:

Date:

Address:

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 adkjacent 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.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Jonathan Curth, Senior Planner

MEETING DATE: August 8, 2016 *Updated with Planning Commission Results*

SUBJECT: **VAC 16-5519: Vacation (MARINONI DR. & WEDINGTON DR./FITNESS ONE, 441):** Submitted by MILHOLLAND & ASSOCIATES, INC. for property located at MARINONI & WEDINGTON DRIVES. The property is zoned UT, URBAN THOROUGHFARE and contains approximately 6.42 acres. The request is to vacate a portion of a general utility easement.

RECOMMENDATION:
Staff recommends forwarding **VAC 16-5519** to City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property contains several parcels totaling approximately 4.76 acres. The property is located at the southeast corner of Wedington and Marinoni Drives. The property is currently undeveloped above grade, but has street and sewer/water infrastructure. The proposed Fitness One structure is proposed for the southwestern portion of the subject property, and will encroach on the existing easement as currently proposed. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction	Land Use	Zoning
North	Undeveloped	P-1, Institutional
South	Undeveloped	UT, Urban Thoroughfare
East	Undeveloped	R-O, Residential Office
West	Undeveloped	P-1, Institutional

Proposal: The applicant proposes vacation of a portion of utility easement to allow for construction of the proposed Fitness One structure closer to the street right-of-way in compliance with the requirements of the UT, Urban Thoroughfare zoning district.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

Utility	Response
Cox Communications	No objections

AEP/SWEPCO	No objections
Source Gas	No objections
AT&T	No objections
Ozarks Electric	No objections
City of Fayetteville	Response
Water/Sewer	No objections

Public Comment:
No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 16-5519** to the City Council with a recommendation for approval subject to 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.

Planning Commission Action: ❒ **Approved** ☒ **Forwarded** ❒ **Denied**

Meeting Date: **August 8, 2016**

Motion: Hoffman ***To Forward with a recommendation of approval***

Second: Autry

Vote: 8-0-0

BUDGET/STAFF IMPACT:
None.

Attachments:
- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS

REGISTRATIONS:
ARKANSAS: PE, PLS

Fayetteville City Council, &
Fayetteville Planning Commission
ATTN: Jonathan Curth, City Planner
125 West Mountain Street
Fayetteville, Arkansas 72701
479-575-8267

July 11, 2016
MCO Project No. E-906
City Project #: LSIP 16-5475

PROJECT: FITNESS ONE - LSIP

SUBJECT: APPLICATION FOR 5' EASEMENT VACATION, McMillan Estates

MATTER: LETTER DESCRIBING THE SCOPE, NATURE & INTENT, of request:

DEVELOPER/OWNER: FITNESS ONE/ CROSS CHURCH

Jonathan:

The objective of this proposed 5' Easement Vacate is to remove and replat a part of a platted 20' easement, that is not required by any of the public service companies to provide services to McMillan Estates. Said Estates was Plats as a C-2 Zoned property, and was later re-zoned as UT. The vacated 5' will be replatted as land use outside of the Easement boundary, and will permit the proposed Fitness One structure to be constructed closer to the Street Right-of-Way. The intent by the developer is to design the Fitness One structure into this additional 5' for a "more effective and comprehensive use" of the entire Land Area of Lots 3 and 5, in accordance with the present Zoning UT.

Respectfully Submitted,

Melvin L. Milholland, P.E., P.L.S.
Milholland Engineers & Surveyors
205 Wet Center St.
Fayetteville, AR 72701
479-443-4724

Cc: file, Brent Allred, Zachary Wood, MCO Staff

PETITION TO VACATE A(N) 5' of a 20' Utility Easement **LOCATED IN** Lots 3 & 5, of the MC Millian Estates Subdivision, **CITY OF FAYETTEVILLE, ARKANSAS**

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 3 &5 of McMillian Estates Subdivision, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a(n) 5' of a 20' Utility Easement which is described as follows:

SEE ATTACHED DESCRIPTION:

That the abutting real estate affected by said abandonment of the 5' of a 20' Utility Easement are Lots 3 & 5 of McMillian Estates Subdivision, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easement as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 5th day of July, 2016

BEN R. MAYES, TREASURER
Printed Name

Signature

Printed Name

Signature

EXHIBIT "A"

5 FOOT EASEMENT VACATION DESCRIPTION:

A part of Lots No. 3 & 5, Mc Millan Estates, Fayetteville, Washington County, Arkansas, more particularly described as commencing at the Southeast Corner of said Lot 5, and continuing thence along the common boundary of said Lots 3 & 5, N34°13'31"W 15.00 feet to the Point of Beginning of a 5 foot Easement Vacation;

Thence parallel with the Northwestern ROW of W. Mc Millan Drive, S55°46'29"W 180.00 feet, to the Southwest Corner of said 5 foot easement vacation;

Thence N34°13'31"W 5.00 feet, to the Northwest corner of said 5 foot easement vacation;

Thence parallel with said Northwestern ROW of said Mc Millan Drive, N55°46'29"E 226.58 feet, to the Northeast corner of said 5 foot easement vacation;

Thence S34°13'31"E 5.00 feet to the Southeast corner of said 5 foot easement vacation; and thence parallel with said Northwestern ROW of Mc Millan Drive, S55°46'29"W 46.58 feet to the Point of Beginning, containing, 1132.7 square feet, more or less.

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6/29/2016

UTILITY COMPANY: Cox Cable

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

REQUESTED VACATION (***applicant must check all that apply***):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address W. McMillan Dr. Fayetteville, AR 72701

X ***(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.)

X No objections provided the following conditions are met:
Any damage to or relocation of our existing facilities will be at the owners/developers expense.

Signature of Utility Company Representative

Planning & Construction Manager
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6-30-16

UTILITY COMPANY: AEP / SWEPCO

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address W. McMillian Dr. Fayetteville, AR, 72701

X ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above, and no comments.

No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Signature of Utility Company Representative

DISTRIBUTION ENGINEER

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 6-13-16

UTILITY COMPANY: Source Gas

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

REQUESTED VACATION (***applicant must check all that apply***):

X Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address W. McMillian Dr., Fayetteville, AR 72701

X ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above, and no comments.

No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

No objections provided the following conditions are met:

Eric A. Dapet

Signature of Utility Company Representative

Supervisor Division Ops

Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: June 8, 2016

UTILITY COMPANY: AT&T

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

REQUESTED VACATION (***applicant must check all that apply***):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address W. McMillan Dr. Fayetteville, AR 72701

X ***(ATTACH legal description and graphic representation of what is being vacated-SURVEY)***

UTILITY COMPANY COMMENTS:

X No objections to the vacation(s) described above, and no comments.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

JEFF HAMILTON

Digitally signed by JEFF HAMILTON
DN: cn=JEFF HAMILTON, o=AT&T, ou=CONSTRUCTION/ ENGINEERING, email=jh5430@att.com, c=US
Date: 2016.06.08 13:32:58 -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: 7-19-16

UTILITY COMPANY: Ozarks Electric Corporation

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

REQUESTED VACATION (*applicant must check all that apply*):

- [X] Utility Easement
- [ ] Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- [ ] Alley
- [ ] Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address W. McMillian Dr., Fayetteville, AR 72701

[X] *(ATTACH legal description and graphic representation of what is being vacated-SURVEY)*

UTILITY COMPANY COMMENTS:

- [X] No objections to the vacation(s) described above, and no comments.
- [ ] No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)
- [ ] No objections provided the following conditions are met:

Mike Phipps
Signature of Utility Company Representative

System Staking Tech
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: June 8, 2016

UTILITY COMPANY: City of Fayetteville, Water & Sewer

APPLICANT NAME: WCG Wedington, LLC c/o Michael Wenzler APPLICANT PHONE: 970-599-1511

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 W. McMillian Dr., Fayetteville, AR 72701

☒ ***(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.)

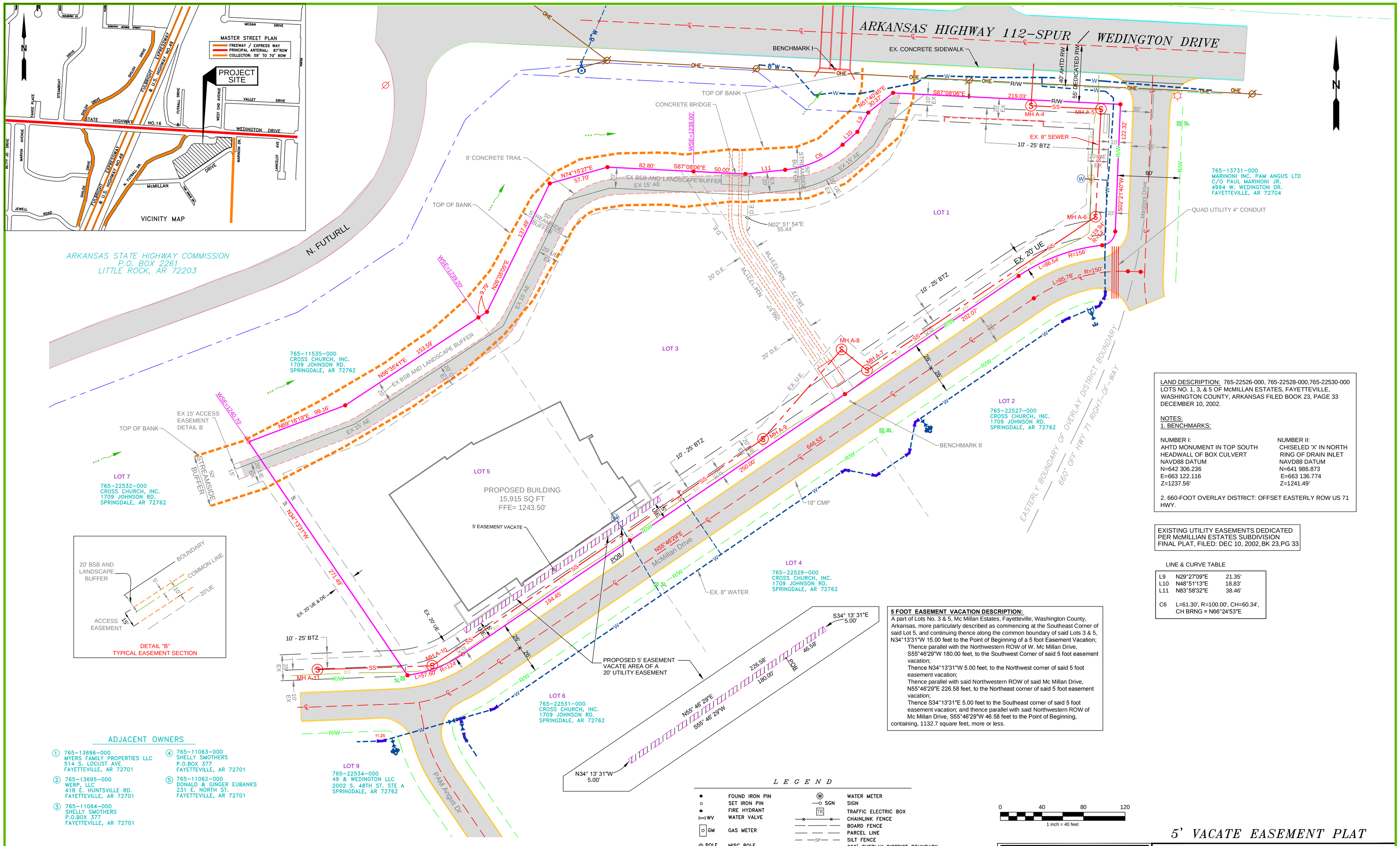
SOUTH 15 FEET OF EASEMENT IS TO BE RETAINED PER THE DRAWINGS

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

W & S OPERATIONS MANAGER

Title



LAND DESCRIPTION: 765-22526-000, 765-22528-000,765-22530-000
LOTS NO. 1, 3, & 5 OF McMILLAN ESTATES, FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS FILED BOOK 23, PAGE 33 DECEMBER 10, 2002.

NOTES:
1. BENCHMARKS:

NUMBER I:	NUMBER II:
AHTD MONUMENT IN TOP SOUTH HEADWALL OF BOX CULVERT	CHISELED 'X' IN NORTH RING OF DRAIN INLET
NAVD88 DATUM	NAVD88 DATUM
N=642 306.236	N=641 986.873
E=663 122.116	E=663 136.774
Z=1237.56'	Z=1241.49'

2. 660-FOOT OVERLAY DISTRICT: OFFSET EASTERLY ROW US 71 HWY.

EXISTING UTILITY EASEMENTS DEDICATED PER McMILLIAN ESTATES SUBDIVISION FINAL PLAT, FILED: DEC 10, 2002, BK 23,PG 33

LINE & CURVE TABLE

L9	N29°27'09"E	21.35'
L10	N48°51'13"E	18.83'
L11	N83°58'32"E	38.46'
C6	L=61.30', R=100.00', CH=60.34', CH BRNG = N66°24'53"E	

5 FOOT EASEMENT VACATION DESCRIPTION:
A part of Lots No. 3 & 5, Mc Millan Estates, Fayetteville, Washington County, Arkansas, more particularly described as commencing at the Southeast Corner of said Lot 5, and continuing thence along the common boundary of said Lots 3 & 5, N34°13'31"W 15.00 feet to the Point of Beginning of a 5 foot Easement Vacation;
Thence parallel with the Northwestern ROW of W. Mc Millan Drive, S55°46'29"W 180.00 feet, to the Southwest Corner of said 5 foot easement vacation;
Thence N34°13'31"W 5.00 feet, to the Northwest corner of said 5 foot easement vacation;
Thence parallel with said Northwestern ROW of said Mc Millan Drive, N55°46'29"E 226.58 feet, to the Northeast corner of said 5 foot easement vacation;
Thence S34°13'31"E 5.00 feet to the Southeast corner of said 5 foot easement vacation; and thence parallel with said Northwestern ROW of Mc Millan Drive, S55°46'29"W 46.58 feet to the Point of Beginning, containing, 1132.7 square feet, more or less.

5' VACATE EASEMENT PLAT

Milholland Company
205 W. Center Fayetteville, Arkansas
Phone:(479)443-4724 Fax:(479)443-4707
MCOEngr@swbell.net

PROFESSIONAL ENGINEERS
SURVEYING SPECIALISTS

"FITNESS ONE"
LSIP 16-5475
FAYETTVILLE ARKANSAS

DATE: 07-11-2016	SCALE: 1"=40'
REVISION:	PAGE: 441
	DRAWN BY: RA
	CHECKED BY: MM
CLOSURE:	DRAWING NO. E-906
BASIS OF BEARINGS: ARKANSAS STATE PLANE, NORTH	ZONING: UT AREA: 4.67 Ac.
	PAGE:

OWNER:
WEG WEDINGTON, LLC
P.O. BOX 271068
FT. COLLINS, CO 80527

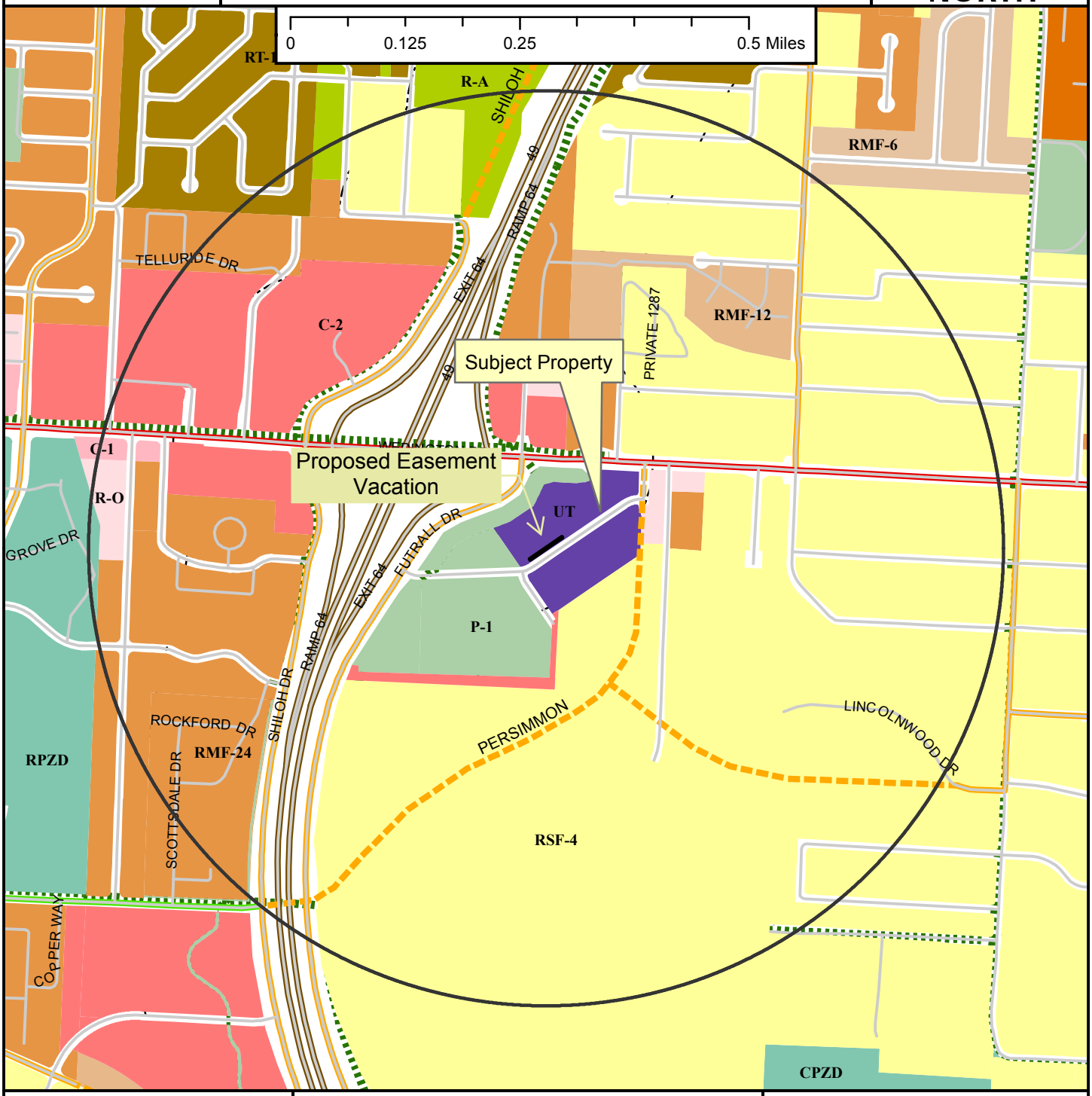
ARCHITECT:
ALLRED & ASSOCIATES, PA
MR. BRENT ALLRED, AIA
580 BURBANK STREET, SUITE 125 BROOMFILED, CO 80020
PHONE: (303) 464-4306 FAX: (303) 465-4382 EMAIL: ballred@allredarch.com

VAC 16-5519

One Mile View

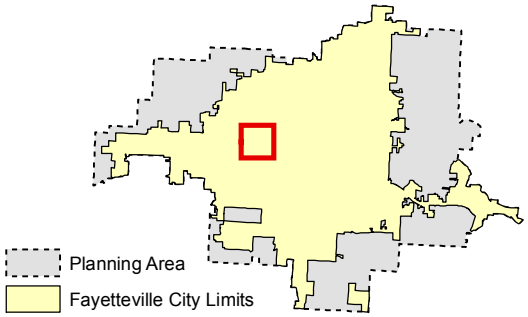
FITNESS ONE

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- 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-18

RESIDENTIAL MULTI-FAMILY
- RT-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
- E-1

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

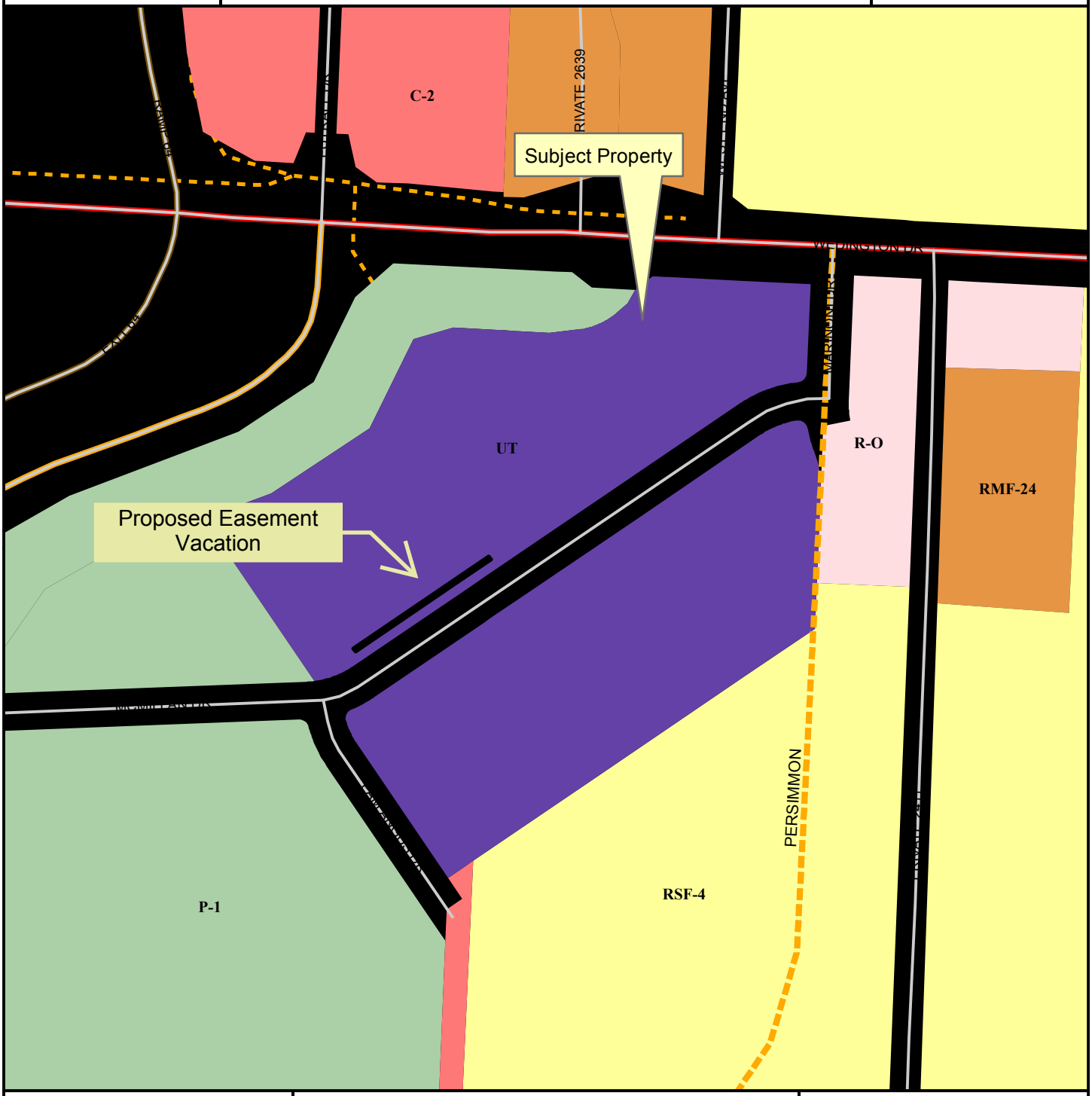
INSTITUTIONAL
- P-1

VAC 16-5519

Close Up View

FITNESS ONE

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District
- Building Footprint

Feet

0 75 150 300 450 600

1 inch = 200 feet

- RSF-4
- RMF-24
- Residential-Office
- C-2
- Urban Thoroughfare
- P-1

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0378

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: D. 2

RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5508 FOR APPROXIMATELY 35.98 ACRES LOCATED NORTH OF COLFAX LOOP FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

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 an expired R-PZD, Residential Planned Zoning District to NC, Neighborhood Conservation and R-A, Residential Agricultural.

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

2016-0378

Legistar File ID

9/6/2016

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

Jeremy Pate	8/19/2016	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN 16-5508: Rezone (NORTH OF COLFAX LOOP/THE COVES SD, PH. III, 555): Submitted by RAUSCH COLEMAN HOMES for property NORTH OF COLFAX LOOP. The property is an EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 35.98 acres. The request is to RSF-8, RESIDENTIAL SINGLE-FAMILY EIGHT UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: August 19, 2016

SUBJECT: **RZN 16-5508: Rezone (NORTH OF COLFAX LOOP/THE COVES SD, PH. III, 555):** Submitted by RAUSCH COLEMAN HOMES for property NORTH OF COLFAX LOOP. The property is an EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 35.98 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE-FAMILY, EIGHT UNITS PER ACRE, and R-A, RESIDENTIAL AGRICULTURAL.

RECOMMENDATION:
The City Planning staff recommend approval of an ordinance to rezone the property to RSF-8, Residential Single-family, 8 Units Per Acre, and R-A, Residential Agriculture, as requested by the applicant and as shown in the attached Exhibits 'A' and 'B'. The Planning Commission recommended that the portion of the property proposed to be zoned RSF-8 be zoned NC, Neighborhood Conservation. Staff also recommends in favor of NC zoning on the property.

BACKGROUND:
The subject property is located north of West Colfax Loop, with its western boundary on the municipal line between the cities of Fayetteville and Farmington. The property was annexed in to the City of Fayetteville in late 2005 as part of a larger ¾ of a square mile area. The subject property is undeveloped, with the eastern half wooded and the western half largely devoid of trees. A significant portion of the northern end of the property is encompassed with the floodplain of Goose Creek. The headwaters of Goose Creek lie just to the northeast of the site.

The property's Residential Planned Zoning District (R-PZD) designation dates from a Rausch Coleman request approved by the City Council in September of 2007. The subject property was to represent Phase II of The Coves at Walnut Crossing R-PZD, with a Master Development Plan that envisioned approximately 100 lots of single-family housing with a 'coved' street pattern. A condition of the R-PZD's approval was that "construction of Phase II begin no later than 3 years after Planning Commission approval… with completion within 5 years." As this has not occurred, and no extension has been filed, the R-PZD is considered expired.

Request: The request is to rezone the subject property from R-PZD (Coves at Walnut Crossing) to RSF-8, Residential Single-family, 8 Units Per Acre (30.37 acres) and R-A, Residential Agricultural (4.55 acres).

Land Use Compatibility: The proposed zoning is generally consistent with the development and zonings in the vicinity. With the exception of Goose Creek to the north and an elementary school to the west, the entirety of the surrounding area is either single-family residential in current land use, or zoned to permit single-family dwellings. The development possibilities allowed in an NC zoning district by right or by conditional use are highly compatible with both existing and future land uses. Furthermore, the proposed R-A zoning designation for the northern portion of the property can deter development in the Goose Creek floodplain, or if development does occur, at least minimize its impact on the existing riparian corridor.

Land Use Plan Analysis: City Plan 2030 designates the portion of the subject property that is within the Goose Creek Floodplain as Natural Area, with the balance of the land designated as Residential Neighborhood Area. The Natural Area designation promotes a development pattern that requires and encourages conservation and preservation. Among the zoning districts in Fayetteville, R-A zoning is the most compatible with these principles, and it is similarly utilized in other sensitive riparian corridors in the area. Although it would be preferable for the entirety of the Goose Creek floodplain to be contained in an area zoned R-A, the applicant's willingness to request the proposed R-A zoning along the waterway may serve to limit the impact of future development. The proposed zoning for the remainder of the subject property is generally compatible with the City's Future Land Use Map designation of Residential Neighborhood Area. The RSF-8 district allows for more dense single-family development than is found in many new residential developments, with a minimum lot size requirement that is roughly 2/3^{rds} the amount found in the RSF-4 zoning district.

DISCUSSION:
On August 8, 2016 the Planning Commission forwarded the rezoning with a recommendation for NC and R-A on the subject property. Commissioner Hoffman made a motion to amend the applicant's request for RSF-8, Residential Single Family, 8 Units per Acre, and R-A, Residential Agriculture to NC, Neighborhood Conservation, on the portion of the proposed for RSF-8. Commissioners generally noted that incompatible and undesirable development patterns may result from RSF-8. The motion to amend the requested rezoning was approved with a vote of 9-0-0. The subsequent vote to forward the proposal to the City Council with a recommendation for approval was made with a vote of 8-1-0. Commissioner Quinlan dissented, citing concerns that the area to be rezoned R-A appeared arbitrary, and ought to follow the floodplain and/or its associated soils.

BUDGET/STAFF IMPACT:
N/A

Attachments:
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

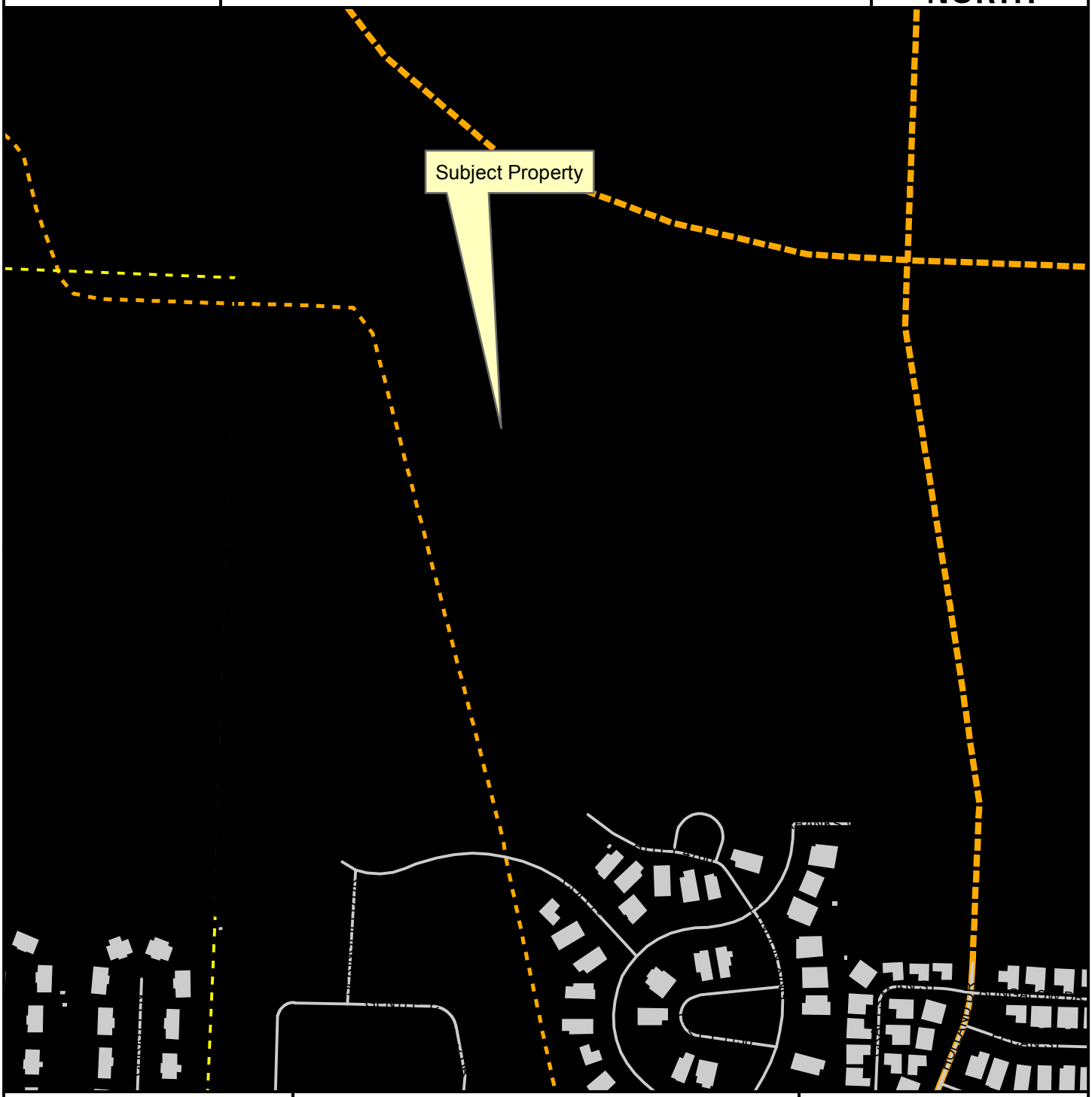
16-5508
EXHIBIT 'A'

RZN 16-5508

Future Land Use

COVES - PH III

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- Civic Institutional

16-5508
EXHIBIT 'B'

RSF-8 Zoning Request

PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS.

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 01°56'01" WEST A DISTANCE OF 150.03 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 86°57'35" EAST A DISTANCE OF 1319.16 FEET; THENCE SOUTH 02°32'08" WEST A DISTANCE OF 877.82 FEET TO THE NORTH BOUNDARY OF THE FINAL PLAT OF THE COVES PHASE 1 AS FILED AT 23A-392; THENCE ALONG SAID NORTH BOUNDARY THE FOLLOWING (15) CALLS.

1. NORTH 89°16'32" WEST A DISTANCE OF 73.17 FEET
2. SOUTH 77°42'53" WEST A DISTANCE OF 74.49 FEET
3. SOUTH 77°13'42" WEST A DISTANCE OF 108.76 FEET
4. 160.47 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 58.00 FEET AND A LONG CHORD OF SOUTH 87°57'54" WEST, 113.97 FEET
5. SOUTH 08°42'07" WEST A DISTANCE OF 10.27 FEET
6. 28.24 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET AND A LONG CHORD OF SOUTH 49°09'34" WEST, 25.96 FEET
7. 9.32 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET AND A LONG CHORD OF SOUTH 88°02'47" WEST, 9.32 FEET
8. 65.79 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 90.00 FEET AND A LONG CHORD OF NORTH 72°35'03" WEST, 64.33 FEET
9. 21.12 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 210.00 FEET AND A LONG CHORD OF NORTH 54°31'32" WEST, 21.11 FEET
10. SOUTH 38°46'13" WEST A DISTANCE OF 130.60 FEET
11. 389.84 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET AND A LONG CHORD OF NORTH 82°41'22" WEST, 370.55 FEET
12. 118.89 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 119.10 FEET AND A LONG CHORD OF NORTH 85°33'04" WEST, 114.02 FEET
13. SOUTH 33°02'49" WEST A DISTANCE OF 50.00 FEET
14. 39.04 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET AND A LONG CHORD OF SOUTH 24°59'52" EAST, 37.05 FEET
15. SOUTH 06°57'26" WEST A DISTANCE OF 100.08 FEET;

THENCE LEAVING SAID NORTH BOUNDARY OF THE FINAL PLAT OF THE COVES PHASE 1, NORTH 87°17'55" WEST A DISTANCE OF 69.39 FEET; THENCE NORTH 72°17'15" WEST A DISTANCE OF 86.70 FEET; THENCE NORTH 87°17'55" WEST A DISTANCE OF 104.52 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 01°56'01" EAST A DISTANCE OF 1172.64 FEET TO THE POINT OF BEGINNING.
CONTAINING 30.37 ACRES MORE OR LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

TRACT “X”
PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE SOUTH 87°17’55” EAST A DISTANCE OF 104.52 FEET; THENCE SOUTH 72°17’15” EAST A DISTANCE OF 86.70 FEET; THENCE SOUTH 87°17’55” EAST A DISTANCE OF 119.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 06°57’26 EAST A DISTANCE OF 77.82 FEET; THENCE 49.77 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET AND A LONG CHORD OF NORTH 47°41’49” EAST, 45.68 FEET; THENCE 66.66 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 169.10 AND A LONG CHORD OF NORTH 77°08’37” EAST, 66.23 FEET; THENCE 131.88 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 305.00 FEET AND A LONG CHORD OF NORTH 78°14’15” EAST, 130.85 FEET; THENCE SOUTH 11°31’38” EAST A DISTANCE OF 142.27 FEET; THENCE NORTH 87°17’55” WEST A DISTANCE OF 107.76 FEET; THENCE SOUTH 76°13’34” WEST A DISTANCE OF 79.18 FEET; THENCE NORTH 87°17’55” WEST A DISTANCE OF 79.86 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.68 ACRES MORE OR LESS.
SUBJECT TO ANY EASEMENTS OF RECORD OR FACT.

R-A Zoning

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS. THENCE SOUTH 86°57’35” EAST A DISTANCE OF 1320.73 FEET; THENCE SOUTH 02°32’08” WEST A DISTANCE OF 150.01 FEET; THENCE NORTH 86°57’35” WEST A DISTANCE OF 1319.16 FEET; THENCE NORTH 01°56’01” EAST A DISTANCE OF 150.03 FEET TO THE POINT OF BEGINNING. CONTAINING 4.55 ACRES MORE OR LESS. SUBJECT TO ANY EASEMENTS OF RECORD OR FACT

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY	***FEE: $325.00***
Date Application Submitted:	***Sign Fee: $5.00***
Date Accepted as Complete:	*S-T-R:*
Case / Appeal Number: 5508	*PP#:* 555
Public Hearing Date:	*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: Jesse Fulcher

Address: 4058 N. College Avenue
Fayetteville, AR 72703

E-mail: jesse.fulcher@rauschcoleman.com

Phone:
( ) 479-301-6639
( )

Fax:
( )

Representative (engineer, surveyor, realtor, etc.):

Name:

Address:

E-mail:

Phone:
( )
( )

Fax:
( )

Site Address / Location: Coves Ph 3 - North of Alberta

Current Zoning District: R-PZD Expired

Requested Zoning District: RSF-8

Assessor's Parcel Number(s) for subject property: 765-16271-400

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): Jesse Fulcher Date: 6-27-16

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):

Name (printed): Rausch Coleman Homes, LLC

Signature: Dev Ctr, Mgr

Date:

Address: PO Box 10560
Fayetteville, AR 72703-0044

Phone:
( ) 479-455-9090

Name (printed):

Signature:

Date:

Address:

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.

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: August 8, 2016 *Updated with Planning Commission Results*

SUBJECT: **RZN 16-5508: Rezone (NORTH OF COLFAX LOOP/THE COVES SD, PH. III, 555):** Submitted by RAUSCH COLEMAN HOMES for property NORTH OF COLFAX LOOP. The property is an EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 35.98 acres. The request is to rezone the property to RSF-8, RESIDENTIAL SINGLE FAMILY, 8 UNITS PER ACRE and R-A, RESIDENTIAL AGRICULTURAL.

RECOMMENDATION:
Staff recommends forwarding **RZN 16-5508** to the City Council with a recommendation for approval based upon the findings herein.

BACKGROUND:
The subject property is located north of West Colfax Loop, with its western boundary on the municipal line between the cities of Fayetteville and Farmington. The property was annexed in to the City of Fayetteville in late 2005 as part of a larger ¾ of a square mile area. The subject property is undeveloped, with the eastern half wooded and the western half largely devoid of trees.

The property's Residential Planned Zoning District (R-PZD) designation dates from a Rausch Coleman request approved by the City Council in September of 2007. The subject property was to represent Phase II of The Coves at Walnut Crossing R-PZD, with a Master Development Plan that envisioned approximately 100 lots of single-family housing with a 'coved' street pattern. A condition of the R-PZD's approval was that "construction of Phase II begin no later than 3 years after Planning Commission approval… with completion within 5 years." As this has not occurred, and no extension has been filed, the R-PZD is considered expired. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped/Agriculture	NC, Neighborhood Conservation R-A, Residential-Agricultural
South	The Coves single-family subdivision	R-PZD, Residential Planned Zoning District RSF-8, Residential Single-Family, 8 units per acres
East	Undeveloped/Agriculture	NC, Neighborhood Conservation
West	Jerry "Pop" Williams Elementary School	A-1, Agriculture (City of Farmington)

Request: The request is to rezone the subject property from the expired Coves at Walnut Crossing R-PZD, Residential Planned Zoning District, to RSF-8, Residential Single-Family, Eight Units Per Acre, and R-A, Residential-Agriculture.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject property has access to Colfax Loop to the south. Colfax Loop is an improved public street with concrete, curb/gutter, sidewalk, and storm drainage. Any further street improvements would be determined at time of development.

In the property to the east, and paralleling the subject property's eastern boundary line, is a Master Street Plan proposed extension of Holland Drive, which will in turn allow any future development on the subject property to tie in to Broyles Avenue to the northwest, or Rupple Road to the west. Access to the subject property from the north will likely be limited by Goose Creek, while future access to the west is uncertain due to properties there lying in the City of Farmington and their ownership by the Farmington School District. Any additional improvements or requirements would be determined at the time of development.

Water: Public water is available to the site. An 8-inch water main is stubbed out at the southern side of the property in two locations.

Sewer: Public sanitary sewer is available along the southern edge of the property. However, it will not be feasible to install a gravity sanitary sewer system for this property connected to the existing system. Alternative sewer collection systems will need to be determined at the time of development.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. A portion of this parcel lies within the FEMA designated 100-yr floodplain. In addition, a protected stream flows along the northern edge of the parcel. No part of the parcel lies within the HHOD. GIS indicates the presence of Hydric Soils on site, which can be an indication of wetlands on the property. A statement from a qualified representative regarding the presence of wetlands will be required at the time of development review.

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 a* ***Residential Neighborhood Area*** *and a* ***Natural Area.***

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and rowhouses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors. The designation recognizes existing conventional subdivision developments which may have

large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

Natural Areas consist of lands approximating or reverting to a wilderness condition, including those with limited development potential due to topography, hydrology, vegetation, or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, as identified in the FNHA study, many of which make up the backbone of the enduring green network. A ***Natural Area*** designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development for all construction.

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, a rezoning of the subject property from the expired Residential Planned Zoning District to the proposed single-family designations is at the same time compatible with surrounding uses and generally inconsistent with City Plan 2030.**

Land Use Compatibility: **While not surrounded on all sides by single-family neighborhoods, the development pattern and infrastructure improvements in the area of the subject property are either single-family residential in nature and zoning, or complimentary to the development of single-family housing. To the south, southeast, and southwest, are homes in The Coves subdivision, Walnut Crossing subdivision, and the City of Farmington respectively. Immediately to the west is Jerry "Pops" Williams Elementary School of the Farmington School District, which, despite not serving this portion of the City of Fayetteville, is a compatible land use for the single-family housing permitted by-right in an RSF-8 zoning district.**

With the exception of an area zoned Residential-Agriculture along Goose Creek, all the adjacent land north and east of the subject property is zoned NC, Neighborhood Conservation. Generally, NC zoning is comparable to RSF-8 zoning with regards to the density and placement of single-family dwellings. The RSF-8 zoning designation allows 8 dwelling units or less per acre by right while NC allows 10 units, with the lot width minimums and building setbacks of both zoning districts facilitating somewhat similar development patterns to some degree.

Land Use Plan Analysis: **City Plan 2030 designates portions of the subject property as Residential Neighborhood Area and others as a Natural Area. This designation supports a wide spectrum of residential uses in traditional neighborhoods along with the low-intensity retail and commercial services that compliment them. The proposed RSF-8 and R-A zoning districts generally accommodate the guiding policies of Residential Neighborhood and Natural Areas.**

By rezoning the northern 150' of the subject property to R-A, totaling approximately six acres, the applicant has elected to modify their original proposal to take in to consideration the sensitive environmental nature of

Goose Creek. As a tributary to the Illinois River, an Environmental Protection Agency-designated Impaired Waterway, Goose Creek can be considered an important natural resource of both the City and the region. By proposing an R-A zoning, the lowest density and intensity zoning district in Fayetteville, the applicant has effectively committed to limiting the impact of development on this portion of the subject property. Staff feels it would be valuable to commit the entirety of the Goose Creek 100-year floodplain to an R-A zoning, similar to what was done for other sections of Goose Creek and Owl Creek to the north, but feels the proposal largely adheres to the guiding policies of the Natural Area future land use designation.

For the balance of the subject property, the proposed zoning of RSF-8 is generally compatible with the Future Land Use Map designation of Residential Neighborhood Area. One of the guiding principles of the Residential Neighborhood Area is the development of compact growth patterns that include reduced setbacks and smaller lots. While the RSF-8 zoning district does not have setbacks that are significantly less than those found in the ubiquitous RSF-4 residential districts elsewhere in the City, the RSF-8 zoning requires lot widths and lot sizes that are approximately one-third smaller than on properties zoned RSF-4.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The applicant has requested the zoning change in order develop the property with a low- to moderately-dense single-family neighborhood. The proposed zoning district and its permitted uses would allow development that is largely compatible with those of the surrounding area. Additionally, development on the subject property can take advantage of adjacent existing City infrastructure.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property to RSF-8 will almost certainly result in an increase of traffic in this area as the site develops. That said, the character of development will be single-family residential in nature, or two-family by conditional use, and any growth in traffic will likely not be appreciable, with no significant negative impacts on safety and congestion. Off–site improvements to public infrastructure, if any, will be determined 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' 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 16-5508** to City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: August 08, 2016 ❒ **Tabled** ☒ **Forwarded** ❒ **Denied**

Motion: ***Hoffman*** **Second:** ***Brown*** **Vote:** ***9-0-0***
Motion*: Hoffman* **Second*: Brown*** **Vote*: 8-1-0 (Quinlan voted 'No')***
CITY COUNCIL ACTION: **Required** **YES**

Date: ❒ **Approved** ❒ **Denied**

1st Motion: To amend the applicant's rezoning request to replace RSF-8 for NC.

2nd Motion: To forward the rezoning request as amended to the City Council with a recommendation for approval.

BUDGET/STAFF IMPACT:
None

Attachments:
- Unified Development Code §161.03 (R-A zoning)
- Unified Development Code §161.09 (RSF-8 zoning)
- Request Letter
- Request Map
- 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 (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(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. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12)

161.09 - District RSF-8, Residential Single-Family - Eight (8) Units Per Acre

(A) *Purpose.* The RSF-8 Residential District is designed to bring historic platted development into conformity and to allow for the development of new single family residential areas with similar lot size, density, and land use as the historical neighborhoods in the downtown area.

(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.*

	By Right
Single-family dwelling units per acre	8 or less

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family	50 feet
Two (2) family	50 feet
Townhouse, no more than two (2) attached	25 feet

(2) *Lot Area Minimum.*

Single-family	5,000 square feet
Two-family	5,000 square feet

(3) *Land Area Per Dwelling Unit*.

Single-family	5,000 square feet
Two-family	5,000 square feet
Townhouse, no more than two (2) attached	2,500 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	5 feet

(F) *Height Regulations.*

Building Height Maximum	45 feet

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area, except when a detached garage exists or is proposed; then the area occupied by all buildings shall not exceed 60% of the total lot area.

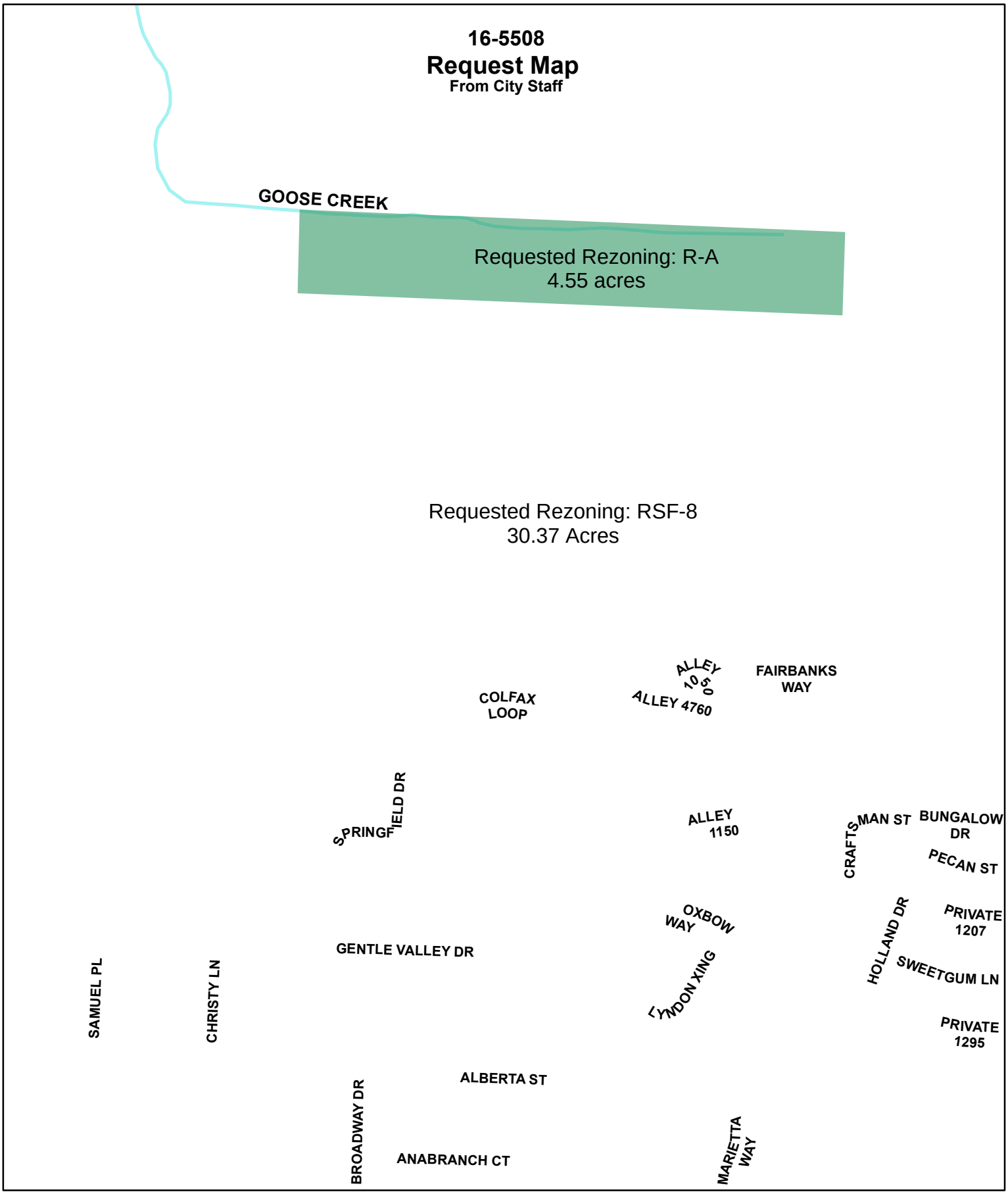
(Ord. No. 4783, 10-18-05; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11)

16-5508
Request Letter

To the Fayetteville Planning Commission:

a. The property is currently owned by Rausch Coleman Home, which has developed many of the adjacent subdivisions.
b. The property is currently zoned R-PZD for The Coves. However, the PZD approval expired several years ago and there are currently no development rights for this property. The intent is to rezone the property to allow for single-family homes, consistent with all adjacent land uses and zoning.
c. The RSF-8 zoning district will be very compatible with surrounding land uses, which are either developed with single-family homes or zoned for single-family uses. The property to the west is developed with an elementary school. Property to the south is developed with single-family homes, and property to the north and east are currently undeveloped. The RSF-8 zoning district is compatible with surrounding zoning, which includes RSF-8 and NC. Further, the property is in close proximity to the new Rupple Road extension, with convenient access to Owl Creek Elementary and the Boys and Girls Club.
d. There is adequate water and sewer capacity adjacent to this site to serve future development. This includes 8-inch water lines and 8-inch sewer lines within the Coves subdivision.
e. The proposed zoning of RSF-8 is very consistent with land use planning objectives and policies and with the Future Land Use Plan. With the exception of an elementary school, the property is surrounded by single-family development and zoning districts. There are many surrounding neighborhoods, primarily consisting of small lot, single-family residences, south and southeast of this property. Properties to the north and east are zoned for 10 units per acre. Further, the Future Land Use Plan designates the site as a Residential Neighborhood Area, which supports a variety of housing types and densities.
f. Rezoning the property to RSF-8 for development of single-family homes is justified at this time. The property provides an opportunity to create new housing that is compatible with surrounding land uses and places development within easy access of Rupple Road, Owl Creek School and the Boys and Girls Club.
g. Any development on this property will increase traffic on surrounding streets. However, the site has direct access to Alberta Street, which is primary collector street that connects to Broyles Road, Hwy 16 and the future extension of Rupple Road. There is sufficient infrastructure in place to support development of this property.
h. Development of the property will increase the population of the area. However, this property is in close proximity to a fire station, elementary school and the Boy and Girls Club, as well as shopping.
i. The current zoning is expired and all development rights have been removed. Therefore, it is critical that the property be rezoned to a zoning district that is compatible with surrounding land uses and densities. The RSF-8 zoning district is an appropriate classification for this property.

16-5508
Request Map
From City Staff



Stream

100-yr Floodplain

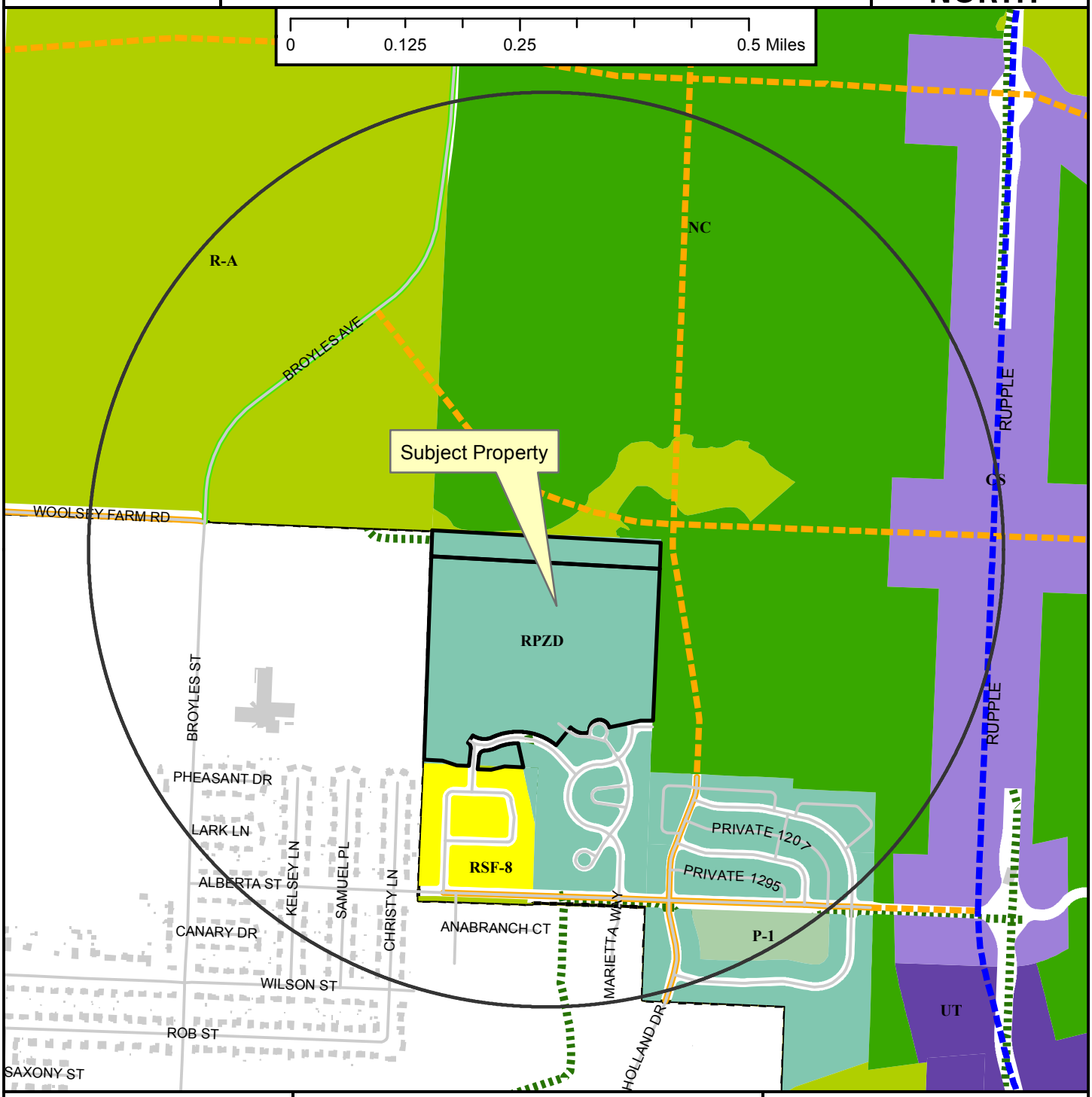
310 155 0 310 Feet

RZN 16-5508

One Mile View

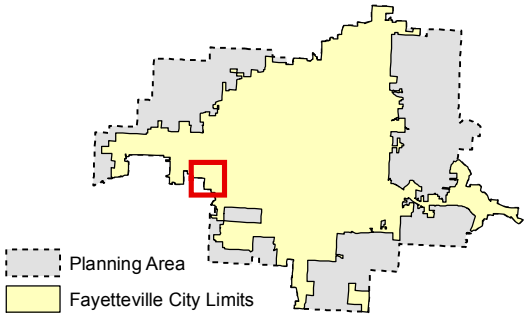
COVES - PH III

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



Zoning

RESIDENTIAL SINGLE-FAMILY
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RT-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
- E-1

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

INSTITUTIONAL
- P-1

RZN 16-5508

Close Up View

COVES - PH III

NORTH

Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

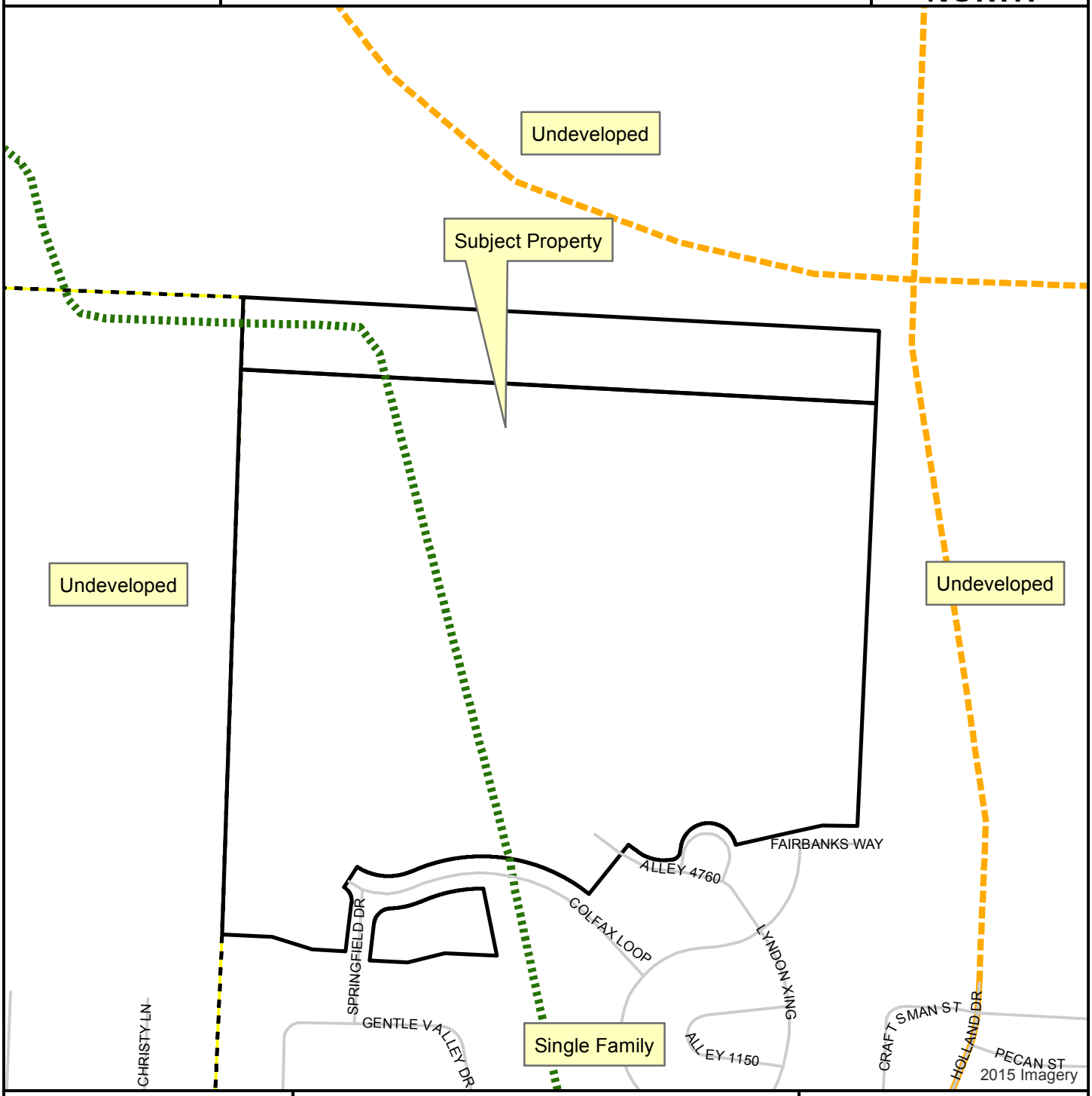
- Residential-Agricultural
- RSF-8
- Neighborhood Conservation
- Commercial, Industrial, Residential

RZN 16-5508

Current Land Use

COVES - PH III

NORTH



Legend

Street

Streets Planned

MSP Class

COLLECTOR

Streets Existing

MSP Class

COLLECTOR

Trail (Proposed)

RZN16-5508

Planning Area

Fayetteville City Limits

Feet

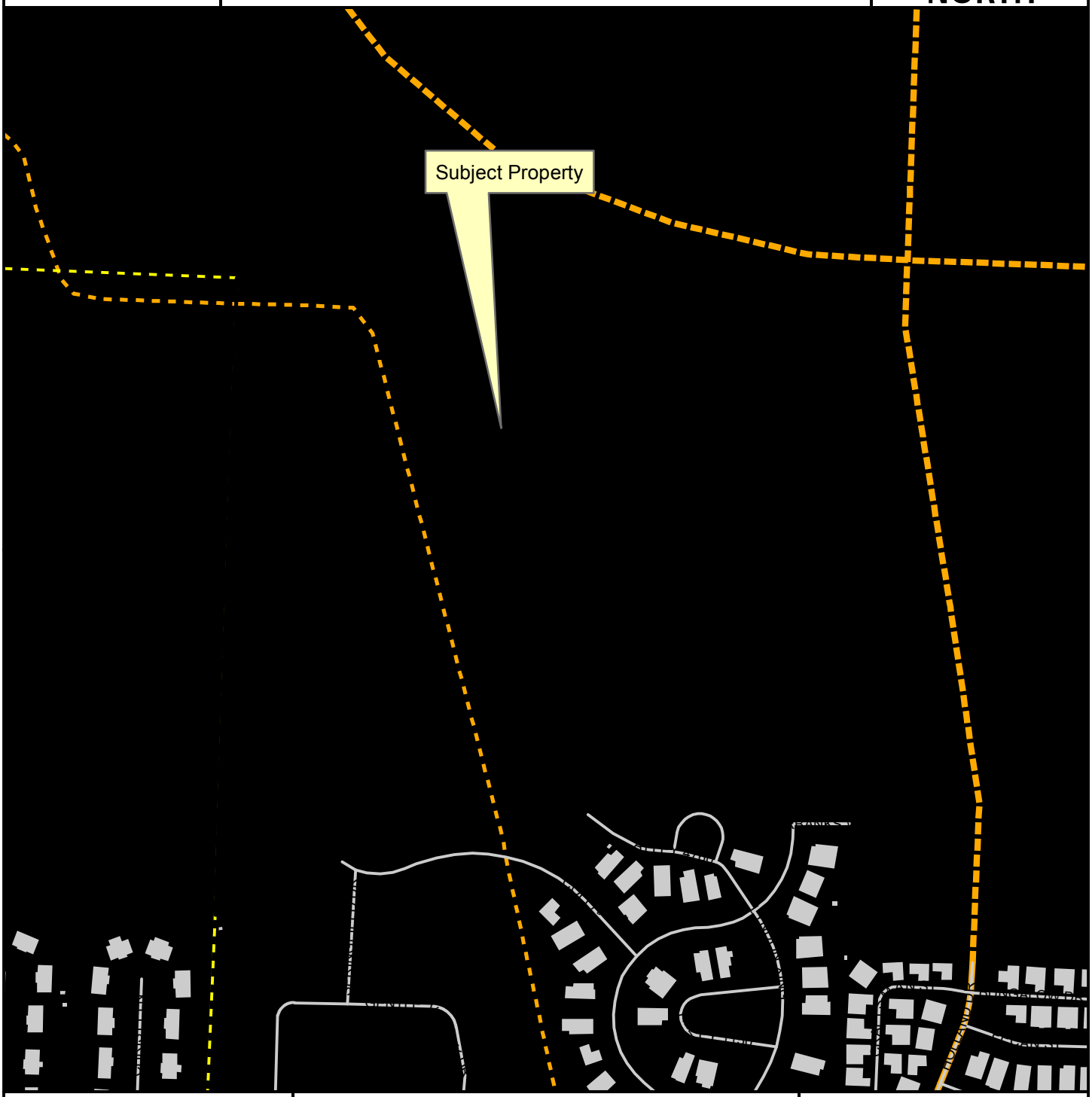
0 112.5 225 450 675 900

RZN 16-5508

Future Land Use

COVES - PH III

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint

Feet

0 112.5 225 450 675 900

1 inch = 300 feet

FUTURE LAND USE 2030

- Natural Area
- Residential Neighborhood Area
- Civic Institutional

City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0382

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: D. 3

RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5500 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 335 EAST 7TH STREET FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to DG, Downtown General.

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.

August 10, 2016

Zara Niederman
1530 Hotz Dr
Fayetteville, AR 72701

Dear Ms. Smith

I am writing to let you know of my interest in appealing to the City Council the recent Planning Commission vote on the rezoning of 335 E. 7th St from NC to DG. The Commission did not give me the opportunity to see if I would consider changing my request at all, and if I would like to table the request. One commissioner who was supportive of the proposal made a motion in favor of supporting the request. The vote was tied 4-4 with one commissioner abstaining. I would like the opportunity to discuss this request in front of the City Council, without having to submit another application to rezone it to a different classification.

Kind Regards,

Zara Niederman

Zara Niederman

City of Fayetteville Staff Review Form

2016-0382

Legistar File ID

9/6/2016

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

Jeremy Pate	8/12/2016	City Planning / Development Services Department
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN 16-5500: Rezone (335 E. 7TH ST./NIEDERMAN, 563): Submitted by ZARA NIEDERMAN for property at 335 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

Budget Impact:

Account Number	Fund
Project Number	Project Title

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

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____ Approval Date: _____

Comments:

CITY OF Fayetteville ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 6, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

DATE: August 12, 2016

SUBJECT: **RZN 16-5500: Rezone (335 E. 7TH ST./NIEDERMAN, 563):** Submitted by ZARA NIEDERMAN for property at 335 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:
Staff recommended denial of **RZN 15-5500**, finding that the requested zone allows land uses that would be inappropriate in this location. The request was denied at Planning Commission with a vote of 4-4-1. The applicant has appealed the decision to the City Council.

BACKGROUND:
The subject property is located at 335 E. 7th Street in the Walker Park Neighborhood and contains approximately 0.23 acres (10,018 Square Feet) within the NC zoning district. The property contains a 1,181 square foot single-family residence dating to 1921.

Request: The applicant's request is to rezone the parcel from NC, Neighborhood Conservation to DG, Downtown General as shown in Exhibit 'A' and Exhibit 'B' to allow for mutli-family residential development.

Public Comment: Staff has received no public comment, and none was presented to the Planning Commission.

Land Use Compatibility: The proposed zoning is incompatible with the surrounding mixture of single and multi-family residential uses. The proposed zoning would allow a wide variety of commercial uses that could have negative impacts on the existing residential neighborhood, when proposed at this mid-block location surrounded entirely by residential use. Additionally the DG zoning would allow a 56-foot tall apartment building that would be incompatible in scale and mass with surrounding established residences.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Map (FLUM) designates this area as Complete Neighborhood Plan: Walker Park Neighborhood. The plan sought to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent in some respects with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood,

however staff finds that while commercial zoning districts are appropriate within residential areas in certain circumstances, particularly on corners and where commercial activity has been present historically, it is not compatible in this entirely residential mid-block location.

DISCUSSION:
On August 8, 2016, Planning Division staff recommended against a rezone, stating that the rezone would not be in line with the Walker Park Neighborhood Plan and would be incompatible to adjoining properties. The Planning Commission had differing opinions about the appropriateness of the request, with Commissioners arguing that infill development was a top priority, while others felt that the proposed zone was not consistent with the Walker Park Neighborhood Plan, a document that was developed with input from neighborhood residents. Commissioner Hoffman made a motion to recommend approval of the request; the motion was seconded by Commissioner Quinlan. The motion failed with a vote of 4-4-1 (Commissioners Cook, Autry, Hoskins, and Brown voted 'no' and Commissioner Quinlan abstained.)

BUDGET/STAFF IMPACT:
N/A

Attachments:
- Appeal Letter
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

16-5500
EXHIBIT 'A'

RZN 16-5500

Close Up View

NIEDERMAN

NORTH

Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

Feet

0 75 150 300 450 600

1 inch = 200 feet

- RSF-8
- RSF-18
- RMF-12
- RMF-18
- Downtown General
- Neighborhood Conservation
- Commercial, Industrial, Residential

16-5500
EXHIBIT 'B'

Legal Description

<u>Proposed Conversion from NC to DG</u>

335 E 7th St:

Washington County Parcel ID: 765-04843-000

PT LOT 15 FURTHER DESCRIBED FROM DEED 2013-27512 AS: PART OF LOT NUMBERED FIFTEEN (15) IN EASTGATE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS; BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT AND RUNNING NORTH 136 FEET, THENCE EAST 68.35 FEET, MORE OR LESS, THENCE SOUTH 136 FEET TO THE SOUTH LINE OF SAID LOT 15 THENCE WEST 67.56 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

REZONING

FOR STAFF USE ONLY	***FEE: $325.00***
Date Application Submitted:	***Sign Fee: $5.00***
Date Accepted as Complete:	*S-T-R:*
Case / Appeal Number:	*PP#:*
Public Hearing Date:	*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: Zara Niederman

Address: 1530 Hotz Dr
Fayetteville AR 72701

E-mail: zniederman@gmail.com

Phone:
(479) 387-2123
( )

Fax:
( )

Representative (engineer, surveyor, realtor, etc.):

Name:

Address:

E-mail:

Phone:
( )
( )

Fax:
( )

Site Address / Location: 335 E. 7th St 765-04843-000

Current Zoning District: NC

Requested Zoning District: DG

Assessor's Parcel Number(s) for subject property: 765-04843-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:
Zara Niederman

Electronically Signed using eSignOnline™[Session ID : 3c9c6bb3-2fa3-4536-a95e-ae94504c828a]

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): Zara Niederman Date: 6/24/16

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):

Name (printed): Ryan Russell

Address: 1685 N. Broadview Dr
Fayetteville, AR 72703

Signature: Ryan Russell

Phone: ( ) (479) 466-6177

Date: 6/27/2016 9:12 AM CDT

Name (printed): 7th St Trust, Zara Niederman Trustee

Address: 1530 Hotz Dr
Fayetteville, AR 72701

Signature: Zara Niederman

Phone: ( ) 479-387-2123

Date: 6/27/2016 5:47 AM CDT

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 ( ). 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.

Electronically Signed using eSignOnline™[Session ID : 3c9c6bb3-2fa3-4536-a95e-ae94504c828a]

CITY OF Fayetteville ARKANSAS

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~August 8, 2016~~ UPDATED AUGUST 10, 2016

SUBJECT: **RZN 16-5500: Rezone (335 E. 7TH ST./NIEDERMAN, 563):** Submitted by ZARA NIEDERMAN for property at 335 E. 7TH ST. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 0.23 acres. The request is to rezone the property to DG, DOWNTOWN GENERAL.

RECOMMENDATION:

Staff recommends **RZN 15-5500** be denied, finding that the requested zone allows land uses that would be inappropriate in this location.

BACKGROUND:

The subject property is located at 335 E. 7th Street in the Walker Park Neighborhood and contains approximately 0.23 acres (10,018 Square Feet) within the NC zoning district. The property contains a 1,181 square foot single-family residence dating to 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	Two-Family Residential	RMF-12, Residential Multi-family
South	Undeveloped/Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Single-Family Residential	NC, Neighborhood Conservation

Request: The request is to rezone the property from NC, Neighborhood Conservation to DG, Downtown General. The applicant has stated that the rezoning is needed so that the property can developed with multi-family housing.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to East 7th Street. This road is improved along the subject property's frontage with curb and sidewalk. Any required improvements to this street will be determined at time of development.

Water: Public water is available to the site. A 1.5" water main runs along the parcel frontage in 7th Street.

Sewer: Public sewer is available to the site. An 8" sewer main stubs out to the eastern portion of the property frontage in 7th Street.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. No portions of this parcel lie within the FEMA designated 100-yr floodplain. No protected streams are present on this parcel. No portion of this parcel lies within the HHOD, nor contains areas of 15% or greater slope.

Fire: The Fire Department did not express any concerns with the 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 Plan designates this site as a* ***Complete Neighborhood Plan: Walker Park Neighborhood.*** *A central goal of the plan was to preserve single-family neighborhoods while encouraging additional housing types and a mix of uses. A digital copy of the adopted document has been provided separately.*

FINDINGS OF THE STAFF

RECOMMENDATION: Staff recommends RZN 15-5500 be denied, finding that the proposed zoning allows development incompatible with the existing adjacent uses and inconsistent with the Future Land Use Plan.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: August 8, 2015	❒ **Tabled**	❒ **Forwarded**	X ❒ **Denied**
Motion: HOFFMAN	**Second:** SELBY		**Vote:** 4-4-1, WITH COMMISIONERS COOK, AUTRY, HOSKINS, AND BROWN VOTING 'NO', AND COMMISSIONER QUINLAN ABSTAINING.
CITY COUNCIL ACTION:	**Required**	**YES**	
Date: September 6, 2016	❒ **Approved**	❒ **Denied**	

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 incompatible with the surrounding mixture of single and multi-family residential uses. The proposed zoning would allow a wide variety of commercial uses that could have negative impacts on the existing residential neighborhood, when proposed at this mid-block location surrounded entirely by residential use. Additionally the DG zoning would allow a 56-foot tall apartment building that would be incompatible in scale and mass with surrounding established residences.**

Land Use Plan Analysis: **The City Plan 2030 Future Land Use Map (FLUM) designates this area as Complete Neighborhood Plan: Walker Park Neighborhood. The plan sought to preserve single-family neighborhoods**

while encouraging additional housing types and a mix of uses. The proposed rezoning is consistent in some respects with the Walker Park Plan and the City's overall goals to promote infill and a variety of housing types and densities in the same neighborhood, however staff finds that while commercial zoning districts are appropriate within residential areas in certain circumstances, particularly on corners and where commercial activity has been present historically, it is not compatible in this entirely residential mid-block location.

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 not justified at this time, as the proposed zoning will allow potentially incompatible infill development and land use in an area with a typically residential character.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The site has access to 7th Street, a partially improved local street. The rezoning would allow a variety residential uses, as well as commercial use which may increase slightly, but the size of the lot does not allow for development that is likely to increase traffic danger or congestion.**

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 NC to DG would not undesirably affect density or load on public services. The Police and Fire Departments have expressed no objections to the proposal.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

BUDGET/STAFF IMPACT:
None

Attachments:
- Unified Development Code sections 161.26 & 161.27
- Request Letter

- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

Under separate cover:

- Walker Park Master Plan Vision Document
- Walker Park Master Plan Illustrative Plan

161.26 - Downtown General

(A) *Purpose.* Downtown General is a flexible zone, and it is not limited to the concentrated mix of uses found in the Downtown Core or Main Street/Center. Downtown General includes properties in the neighborhood that are not categorized as identifiable centers, yet are more intense in use than Neighborhood Conservation. There is a mixture of single-family homes, rowhouses, apartments, and live/work units. Activities include a flexible and dynamic range of uses, from public open spaces to less intense residential development and businesses. For the purposes of Chapter 96: Noise Control, the Downtown General district is a residential zone.

(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 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 36	Wireless communication facilities
Unit 40	Sidewalk Cafes

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling (all unit types)	18 feet

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Minimum Buildable Street Frontage.* 50% of lot width.

(G) *Building Height Regulations.*

Building Height Maximum	56 feet

(Ord. No. 5028, 6-19-07; Ord. No. 5029, 6-19-07; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15)

161.27 - Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) family dwellings
Unit 12	Limited business*
Unit 24	Home occupations

Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cottage Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single Family	40 feet
Two Family	80 feet
Three Family	90 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet

Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, § 1(Exh. A), 10-6-15)

REZONING APPLICATION – Additional Items

a) Current Ownership is Homestead Inc. It is currently under contract to be sold to 7th St Trust

b) The proposed zoning would allow for "Missing Middle" type housing as opposed to a single family home in a location that is considered a neighborhood hub of the Walker Park Master Plan. Neighborhood Conservation requires 90' of frontage for a 3 or more units. This is true of Neighborhood Services and any of the Residential Multi-Family zoning districts.

c) The surrounding zoning is primarily NC which is primarily a single family residential district. However, the two properties on the East and West are both multi-family and the lots across the street are also multi-family. Much of the surrounding area just North, East and West is zoned Downtown General. The traffic should not be heavily impacted as 7th St is not a heavily used street, and the number of cars added should be minimal. In terms of appearance and signage, Downtown General is a Form Based code, like Neighborhood Conservation, and will have minimal front setbacks with parking in the rear of the property.

d) Currently there is 8" Sewer on the East side of the property and 6" Sewer on the West side. There is a 16" CIP Waterline across the property.

e) The Future Land Use Map shows that this is part of the Walker Park Master Plan neighborhood. The proposed zoning is consistent with the City Plan 2030 and allows for appropriate infill and revitalization and advances Fayetteville's goal to grow a livable transportation network.

f) The proposed rezoning is needed to allow for a transit-ready neighborhood in the Walker Park neighborhood. It is justified by the proximity to a major transportation corridor (MLK), Walker Park and the not-yet restored status of Jefferson Elementary as a neighborhood center. As appropriate infill development is one of the City of Fayetteville's stated goals, this rezoning helps allow appropriate infill.

g) The proposed zoning will not appreciably increase traffic danger or congestion.

h) The proposed zoning will increase density minimally, but should not appreciably change the load on public services. A moderate increase in density increases the operating and/or maintenance efficiencies of public service.

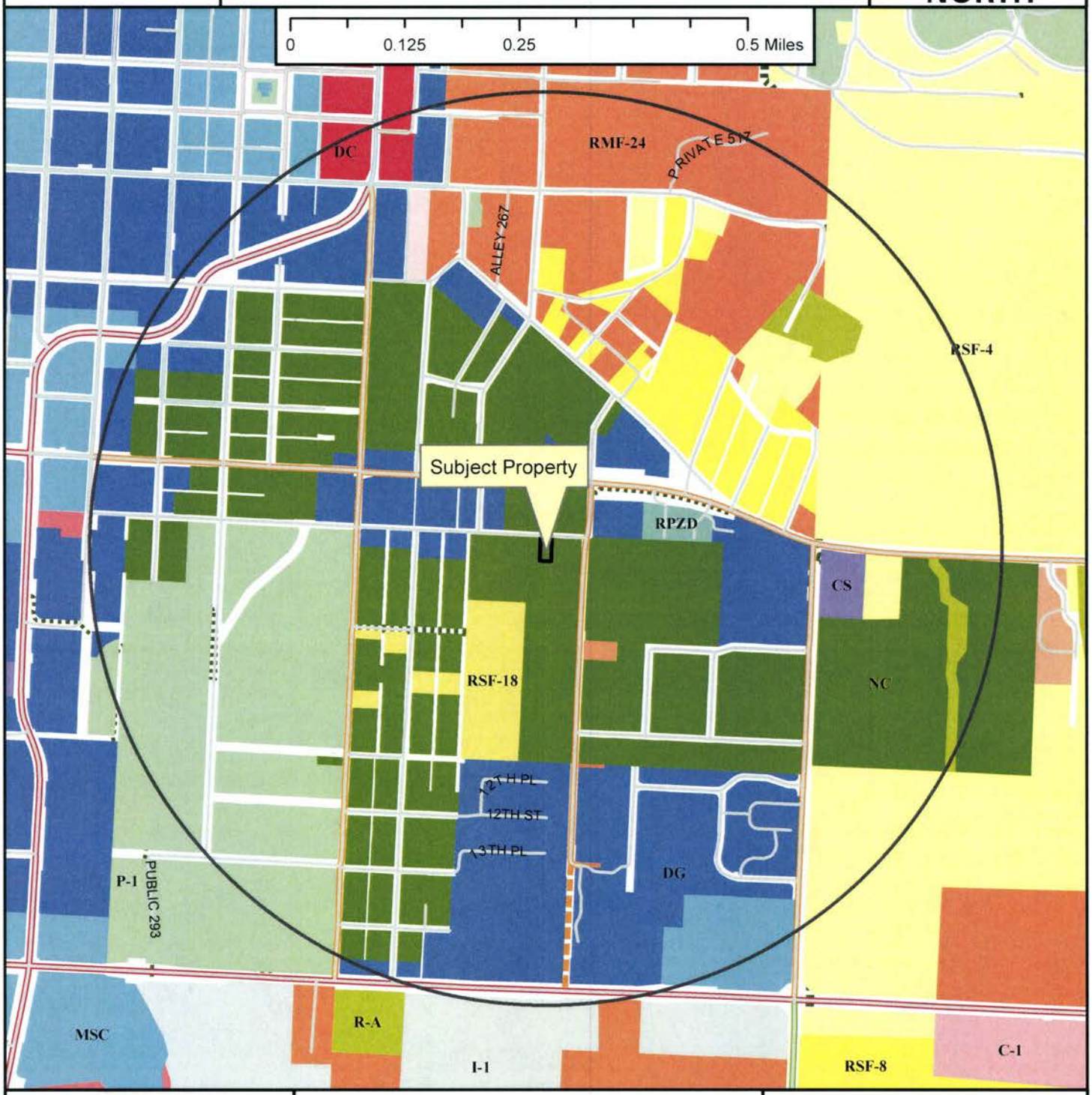
i) Currently it is zoned as NC which only allows single family homes by right. All of the surrounding properties are multi-family. A two-family home would require 80 feet of frontage, and a 3-family home would require 90 feet. This property has approximately 68 feet of frontage.

RZN 16-5500

One Mile View

NIEDERMAN

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

Zoning

RESIDENTIAL SINGLE-FAMILY
- Residential-Agricultural
- RSF-.5
- RSF-1
- RSF-2
- RSF-4
- RSF-7
- RSF-8
- RSF-18

RESIDENTIAL MULTI-FAMILY
- RT-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
- E-1

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

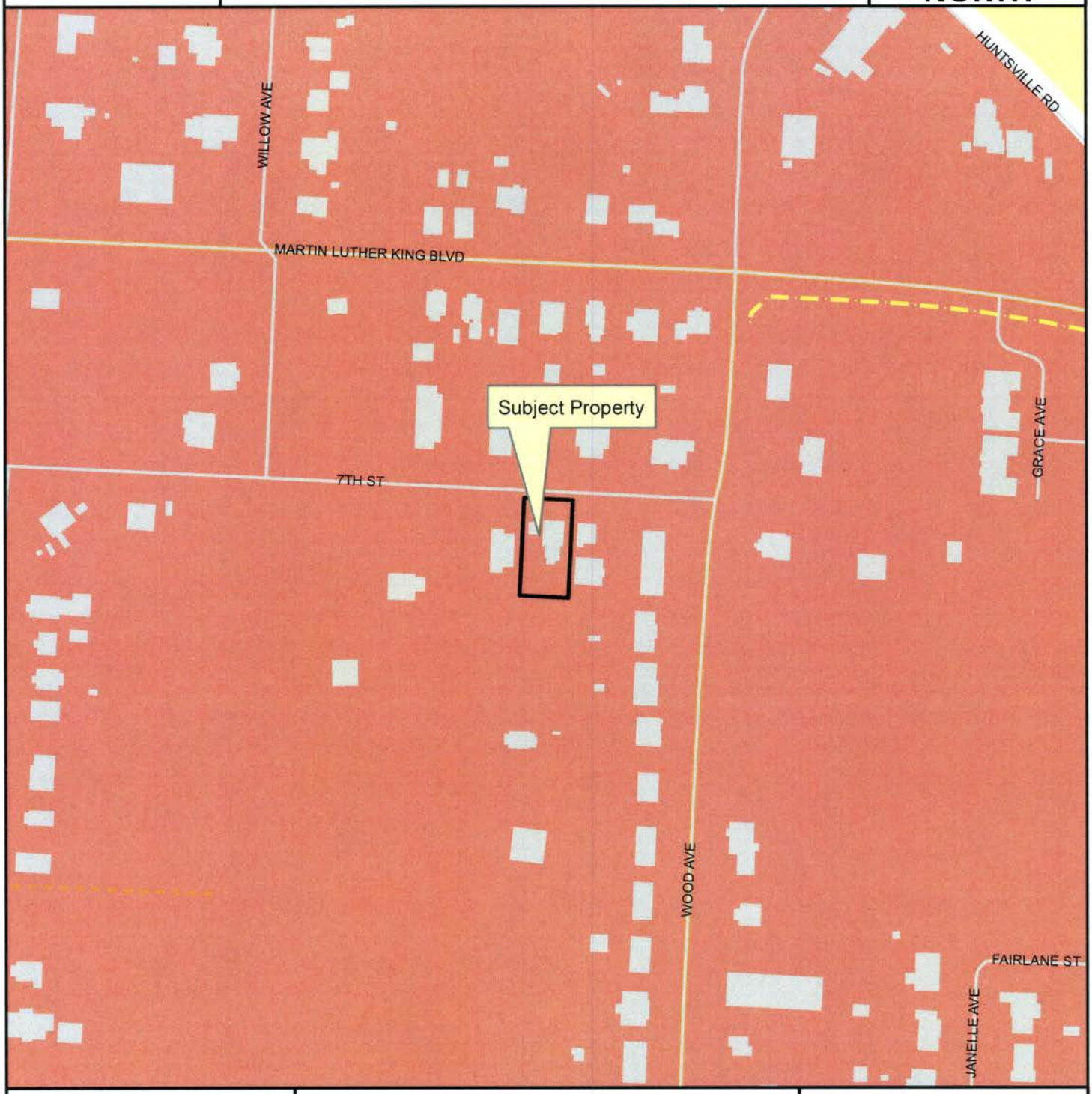
INSTITUTIONAL
- P-1

RZN 16-5500

Future Land Use

NIEDERMAN

NORTH



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

Feet

0 75 150 300 450 600

1 inch = 200 feet

FUTURE LAND USE 2030

- Residential Neighborhood Area
- Complete Neighborhood Plan

RZN 16-5500

Current Land Use

NIEDERMAN

NORTH

Legend

Street

Streets Existing

MSP Class

COLLECTOR

Shared Use Paved Trail

Trail (Proposed)

RZN16-5500

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

RZN 16-5500

Close Up View

NIEDERMAN

NORTH

Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

Feet

0 75 150 300 450 600

1 inch = 200 feet

- RSF-8
- RSF-18
- RMF-12
- RMF-18
- Downtown General
- Neighborhood Conservation
- Commercial, Industrial, Residential

Agenda Date: 9/6/2016 **Version:** 1 **Status:** Agenda Ready

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

Agenda Number: D. 4

AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

WHEREAS, Chapter 174 **Signs** has long preserved the health, safety and welfare of Fayetteville citizens and businesses while ensuring the free speech rights of all; and

WHEREAS, Chapter 174 **Signs** has been repeatedly upheld as legal and constitutional both by the Arkansas Supreme Court and the Eighth Circuit Court of Appeals; and

WHEREAS, the latest plurality decision by the United States Supreme Court, *Reed v. Town of Gilbert*, casts some doubt upon the descriptive use of religious or political signs such that these terms should be removed from our **Signs** Chapter of the U.D.C. and replaced with the more generic term "noncommercial" signs; and

WHEREAS, six Justices of the United States Supreme Court expressly or implicitly agreed with Justice Alito's concurrence in *Reed v. Town of Gilbert* explaining and clarifying that cities could constitutionally regulate "the size of signs," "the location in which signs may be placed," "distinguish between free-standing signs and those attached to buildings," "between lighted and unlighted signs," "signs with fixed messages and electronic signs with messages that change," "distinguishing between the placement of signs on commercial and residential property," "distinguishing between on-premise and off-premise signs," "restricting the total number of signs," and "time restrictions on signs advertising a one-time event;" and

WHEREAS, Justice Alito both in this Concurrence and his Opinion for the United States Supreme Court in *Pleasant Grove City v. Summun* in 2009 reaffirmed a city's right to "speak for itself," "say what it wishes and select the views that it wants to express," because "the Government's own speech…is exempt from *First Amendment* scrutiny," and

WHEREAS, the City Council has determined that artistic murals hand painted on a building's wall without advertising, commercial logos or depictions of commercial activities are not signs for the purpose of the Chapter 174 **Signs** of the Unified Development Code; and

WHEREAS, governments are not allowed to favor commercial speech over religious, political and other non-commercial speech so that non-commercial entities in P-1 Institutional zoning districts should be treated similarly to Commercial businesses in commercially zoned districts concerning the permitted size, number and location of signs; and

WHEREAS, the larger buildings "owned by larger public institutions and church related organizations" in P-1, Institutional zoning districts should be allowed to have similar sized signs as commercial and industrial districts rather than be limited to residential and office zoning districts size limitations.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 151.01 **Definitions** of the Unified Development Code by repealing the definition of "*Bulletin board*" and the definition of "*Sign*" and enacting a replacement definition of "*Sign*" as shown below:

"*Sign. (Signs)* Only those commercial and non-commercial signs that are in view of the general public from a public right of way or public property shall be regulated pursuant to Chapter 174 **Signs**. Signs within buildings not generally visible outside the building are not regulated.

(1) *Non-Commercial Sign*. A device or display including flags and attraction devices commonly referred to as a sign that does not advertise a product or service or relate to a business purpose, does not propose a commercial transaction nor relate to economic interests including offices and studios.

(2) *Commercial Sign*. A device or display including flags and attraction devices commonly referred to as a sign that does not meet the definition of a non-commercial sign nor a government sign.

(3) *Government Sign*. A device or display including flags commonly referred to as a sign that is installed, owned, required or controlled by the City of Fayetteville, County of Washington, State of Arkansas, the United States of America or any agencies or subdivisions of such governmental bodies.

(4) *Artistic murals*. Artistic murals hand painted on a building's wall without advertising, commercial logos or depictions of commercial activities are not signs for the purposes of Chapter 174 **Signs**."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (c) by changing its table to appear as follows:

"District	Permitted Illumination	Area (square footage)
RA	Non-illuminated	32
P-1, C, I, UT, DC, MSC, CPZD	Illuminated	32
All other districts	Non-illuminated	8"

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (H)(1) by repealing that subsection's introductory language and all of (1) and enacts the following replacement language:

"(H) *Non-Commercial Signs*. Non-Commercial signs are permitted to be placed on private property by

the land owner or lawful tenant in any zoned district subject to the following conditions:

(1) In districts where most signs are not permitted (primarily residential districts), one non-commercial sign may be erected subject to the limitations stated in § 174.03 (C) for real estate signs."

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (H)(3) by repealing it in its entirety and enacting a replacement (H)(3) as shown below:

"(H)(3) All districts. In addition to the non-commercial sign allowed above, sixty days prior to any general, primary, runoff or special election, a property owner may display additional non-illuminated, temporary non-commercial signs of the same size allowed for real estate signs allowed in § 174.03 (C). All such signs (not authorized for further display by an upcoming election such as a run-off) must be removed by the property owner within three days of the election which authorized the signs' installation."

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (J) *Banners* by repealing all the introductory language and all of subsection (J)(1) and by enacting the following:

"(J) *Banners*. Public event, special sales event and non-commercial banners (not to exceed 3 feet by 30 feet) and large non-commercial signs (not to exceed 32 square feet) may be temporarily installed under the following terms and conditions:

1. *Non-Commercial banners and large signs*.
(a) *Residential zones including Neighborhood Conservation, Residential Office, Residential Agriculture and RPZD*. In addition to the non-commercial sign allowed in subsection (H), the owner of a residentially zoned parcel may install one large temporary non-commercial sign of up to 32 square feet no more than sixty days prior to (and to be removed within three days following) an election.
(b) *All other zones*. The owner of a parcel may install one large temporary non-commercial sign of up to 32 square feet no more than sixty days prior to (and to be removed within three days following) an election. If the parcel has more than 100 feet of frontage on a street, the owner may install one large temporary non-commercial sign per hundred feet of frontage. No more than once a year, an owner may substitute and install a non-commercial banner for an allowed special sales event banner no more than two weeks prior to (and to be removed within three days following) the election."
Section 6. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.03 (L) *Signs on windows* by repealing it in its entirety and enacting a slightly modified replacement as follows:
"(L) *Signs on windows*. Signs painted, affixed to or clearly visible through windows and doors are exempt from the permit requirement. However, such signs are considered wall signs and must conform to all requirements and limitations for wall signs pursuant to § 174.12 **Wall signs**."
Section 7. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.03 (P) and enacts a replacement § 174.03 (P) as follows:
"§ 174.03 (P) *Freestanding bulletin board*. A church or other religious institution and a school serving primary and/or secondary education Fayetteville students may install one free standing bulletin board (not an electronic message board) on its campus to communicate non-commercial information and events at such church or school. The bulletin board may be ten square feet and must be set back a minimum of fifteen feet from the street right of way. The school or church may enlarge the bulletin board up to maximum of twenty-four square feet by moving it back from street right of way one

additional foot for each two square feet of display surface area in excess of the normal ten square feet allowed. This bulletin board sign shall be in addition to any other signs authorized in this Chapter."

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.04 in its entirety and enacts a replacement § 174.04 as follows:

"§ 174.04 **Number of signs.**

For the purpose of determining the number of signs, a sign shall be considered to be a single display surface or display device containing elements organized, related, and composed to form a unit. Where matter is displayed in a random manner, without organized relationship to elements, or where there is a reasonable doubt as to the relationship of elements, each element shall be considered to be a single sign."

Section 9. That the City Council of the City of Fayetteville, Arkansas hereby repeals § 174.07 **Placing Signs On Public Property** in its entirety and enacts a replacement § 174.07 as follows:

"§ 174.07 **Only Governmental Entities May Place Signs On Public Property.**

No signs other than signs installed, placed, owned, required or controlled by the City of Fayetteville, Washington County, the State of Arkansas and the United States of America or their agencies or subdivisions shall be erected on any public property or right of way."

Section 10. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.10 **On-Site Freestanding Signs** by moving zoning district P-1, Institutional from (A)(3) to (A)(4), from (B)(2)(d) to (B)(2)(f), and from (D)(1) to (D)(2).

Section 11. That the City Council of the City of Fayetteville, Arkansas hereby amends § 174.12 **Wall Signs** by moving zoning district P-1, Institutional from § 172.12 (C) to § 174.12 (D).

Section 12. **Emergency Clause**. In order to comply with the most recent United States Supreme Court decision concerning non-commercial signs and their use in general elections, and to protect the basic constitutional rights, health, safety and peace of Fayetteville citizens during the campaign period prior to the general election, this ordinance needs to become immediately effective. Therefore, the City Council declares an emergency exists and that to protect the health, safety and peace of Fayetteville citizens, this ordinance shall take immediate effect upon its passage and approval.

Legistar ID No.: 2016-0380

AGENDA REQUEST FORM

FOR: Council Meeting of September 6, 2016

FROM:
City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

City Attorney Kit Williams

August 11, 2016
Date

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

FROM: **Kit Williams**, City Attorney

DATE: **August 11, 2016**

RE: **Necessary Revisions of the Sign Ordinance**

During the International Municipal Lawyers Mid-Year Seminar in April and also the Arkansas City Attorneys Seminar in June, there were presentations and discussions about the effect of the United States Supreme Court decision, *Reed v. Town of Gilbert*, on municipal sign ordinances. Although I believed the absolutist language of Justice Thomas would appear to make sign ordinances almost unworkable, leading constitutional scholars and authorities have concluded that Justice Alito's two page Concurring Opinion (joined by Justices necessary for the majority opinion) clarifies and limits some of Justice Thomas' sweeping declarations. The other three Justices concurred in the overruling of the Town of Gilbert sign ordinance which they opined could not even pass a "laugh test". They opined Justice Thomas' overbroad analysis and opinion was unnecessary for the decision and simply dicta (the hallmark of judicial activism). Dicta is often not given any precedential value in later Court decisions. Therefore, six of the nine Justices agreeing that the Town of Gilbert sign ordinance was unconstitutional would not agree to Justice Thomas' sweeping (and unnecessary to the decision) language except as tempered and "clarified" by Justice Alito's concurrence. (attached).

I believe we must make some amendments to our Sign Chapter while preserving its most important protections for our citizens including Fayetteville's unique aesthetic accomplishment of banning billboards and all other off-site signs.

Accordingly, I have been working on revisions of the sign ordinance which are attached.

These revisions have been supplied to the Mayor, Chief of Staff, Jeremy Pate and Planning staff (which administers the Signs Chapter of the Unified Development Code) for their input and suggestions. Jeremy Pate and Planning were kind enough to supply a ten page memo with exhibits with their suggested revisions, most of which have been incorporated into the proposed ordinance. The Mayor and Chief of Staff have also reviewed these proposals and concur in what I believe are necessary changes to comply with the United States Supreme Court decisions.

I should note that very little in the actual workings and application of **Signs** Chapter will be changed if the City Council approves this ordinance. We can no longer refer to "campaign" or "political" signs, but instead must refer to them as "temporary non-commercial" signs. We had limited such small campaign signs to one per every candidate or issue the property owner wished to support. We can no longer do that because that would require the City to read the content of the sign (which is now only permissible to differentiate between commercial and non-commercial and on-site versus off-site).

Thus, **there will now be no limit on the number of small (real estate size) non-commercial signs a property owner may wish to place on his or her property. These temporary signs are still limited to the period of 60 days before the election until 3 days after the election just as before the proposed amendment**. Large (up to 32 square feet) temporary non-commercial signs are still authorized for the period of 60 days before until 3 days after the election and limited to one for any building lot whether it be residential, commercial, or other. Commercial lots with over 100 feet of street frontage may instill one large temporary non-commercial sign per 100 feet of street frontage. This is identical to the current law.

The Whereas Clauses of the ordinance describe the recent United States Supreme Court decision, *Reed v. Town of Gilbert*, in which Justice Thomas writing the majority opinion made such sweeping (and unnecessary for the decision) statements that a reader might assume no city sign regulation could survive. Fortunately, Justice Alito (who had joined Thomas' majority opinion) wrote a two page Concurrence to provide "further explanation" of Thomas' decision. Alito concluded: "Properly understood, today's decision will not prevent cities from

regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives."

Many of the most important changes are in the Definition of "Sign." It is much shorter, but now divides signs into three categories: (1) Non-Commercial; (2) Commercial and (3) Governmental and attempts to distinguish and remove "artistic murals" from the definition of a sign.

Most authorities also agree that cities may not favor commercial speech (and commercial signs) over non-commercial speech (and non-commercial signs). Amending § 174.10 **On-Site Freestanding Signs** and § 174.12 **Wall Signs** to move P-1 Institutional from its current grouping with residential (requiring very small signs) to the commercial area. P-1 Institutional would include churches, hospitals, government buildings whose speech and signs would likely not be treated as commercial and therefore are entitled to the size allowance for commercial districts and businesses rather than the much smaller size for residential districts. Without this change, the City could be challenged as favoring commercial speech with larger signs than non-commercial (school and religious) speech.

The United States Supreme Court has given great latitude to local governments' use of signs (traffic, directional, way finding, banner on light poles, informative, etc.). The Court has held that the *First Amendment* does not restrict the local government's own speech or signs, it only restricts the local government's regulation of private speech and signs. Therefore, we will place any necessary current regulations concerning government signs within a City Policy rather than leaving them in the Unified Development Code. This change will remove potential ways to attack the City without changing our actual practices regarding signs on City lamp poles, cross street banners, etc.

The Town of Gilbert's opponent cited its regulations and restrictions on placing temporary signs in the public right of way. Therefore, I am concerned about § 174.07 (B). I think it is better policy to let nonprofits who wish to direct the public to their event know that any property owner can post a non-commercial sign the same size as real estate sign on their property. This non-commercial sign could be the directional sign needed for the event. This would keep the City out of the regulation of these temporary directional signs and maintain a very clear understanding that street right of ways are for government signs only. Thus, I have removed all subsections within § 174.07. The replacement § 174.07 simply prohibits non-governmental entities or persons from placing signs on public property or street right of way.

CONCLUSION

I am supplying you the proposed Signs Chapter now because these changes need to be passed during your September 6th City Council meeting to be effective for the general election campaign. That is also why I have included an Emergency Clause.

Temporary non-commercial signs (which include all election campaign signs) will be authorized by this amendment to be installed by all property owners 60 days before the November 8th election day (which by my reckoning will be September 9, 2016 as October has 31 days).

Planning may still suggest another minor change or two, but I think the attached ordinance is pretty much in final form for your consideration.

SUPREME COURT OF THE UNITED STATES

No. 13–502

CLYDE REED, ET AL., PETITIONERS v. TOWN OF GILBERT, ARIZONA, ET AL.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE NINTH CIRCUIT

[June 18, 2015]

JUSTICE ALITO, with whom JUSTICE KENNEDY and JUSTICE SOTOMAYOR join, concurring.

I join the opinion of the Court but add a few words of further explanation.

As the Court holds, what we have termed "content-based" laws must satisfy strict scrutiny. Content-based laws merit this protection because they present, albeit sometimes in a subtler form, the same dangers as laws that regulate speech based on viewpoint. Limiting speech based on its "topic" or "subject" favors those who do not want to disturb the status quo. Such regulations may interfere with democratic self-government and the search for truth. See Consolidated Edison Co. of N. Y. v. Public Serv. Comm'n of N. Y., 447 U. S. 530, 537 (1980).

As the Court shows, the regulations at issue in this case are replete with content-based distinctions, and as a result they must satisfy strict scrutiny. This does not mean, however, that municipalities are powerless to enact and enforce reasonable sign regulations. I will not attempt to provide anything like a comprehensive list, but here are some rules that would not be content based:

Rules regulating the size of signs. These rules may distinguish among signs based on any content-neutral criteria, including any relevant criteria listed below.

Rules regulating the locations in which signs may be

placed. These rules may distinguish between free-standing signs and those attached to buildings.

Rules distinguishing between lighted and unlighted signs.

Rules distinguishing between signs with fixed messages and electronic signs with messages that change.

Rules that distinguish between the placement of signs on private and public property.

Rules distinguishing between the placement of signs on commercial and residential property.

Rules distinguishing between on-premises and off-premises signs.

Rules restricting the total number of signs allowed per mile of roadway.

Rules imposing time restrictions on signs advertising a one-time event. Rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed.*

In addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech. See Pleasant Grove City v. Summum, 555 U. S. 460, 467–469 (2009). They may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots.

Properly understood, today's decision will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives.

---

*Of course, content-neutral restrictions on speech are not necessarily consistent with the First Amendment. Time, place, and manner restrictions "must be narrowly tailored to serve the government's legitimate, content-neutral interests." Ward v. Rock Against Racism, 491 U. S. 781, 798 (1989). But they need not meet the high standard imposed on viewpoint- and content-based restrictions.

Agenda Session 8-30-16

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, August 30, 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:

1. 2016-0366

DEVELOPMENT SERVICES PRESENTATION - JEREMY PATE

2. 2016-0381

2016 2ND QUARTER FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

A. 1 2015-0654

APPROVAL OF THE AUGUST 16, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0371

FISCHER SNACKS, LLC:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH FISCHER SNACKS, LLC TO PROVIDE FOR OPERATION OF THE SOCCER CONCESSION STAND AT KESSLER MOUNTAIN REGIONAL PARK

Attachments: FISCHER SNACKS, LLC

A. 3 2016-0384

GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR ADDITIONAL CONSTRUCTION MATERIALS TESTING RELATED TO THE ADDITION OF A PARKING LOT AT KESSLER MOUNTAIN REGIONAL PARK IN AN AMOUNT NOT TO EXCEED $2,000.00

Attachments: GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1

A. 4 2016-0372

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF $45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF $4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF $1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND $250.00 PER MONTH FOR THE LAST TWO YEARS

Attachments: RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP

A. 5 2016-0387

RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:

A RESOLUTION TO AWARD RFQ NO. 16-08 AND APPROVE A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

Attachments: FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT

A. 6 2016-0373

BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:

A RESOLUTION TO AWARD BID NO. 16-36 AND APPROVE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF $217,855.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF $2.33 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $21,786.00

Attachments: BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC

A. 7 2016-0379

BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID NO. 16-47 AND APPROVE THE PURCHASE OF A MEYER V FORCE SPREADER FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE AMOUNT OF $29,395.00 FOR USE AT THE BIOSOLIDS MANAGEMENT SITE

Attachments: BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, IN

A. 8 2016-0383

2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF $81,531.00, OF WHICH $34,748.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH $31,014.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND $15,769.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SRP - JAG Local 2016

BA - JAG Local 2016

B. Public Hearing:

B. 1 2016-0377

RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY C HOLDINGS, LLC LOCATED AT 1503 NORTH GARLAND AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE

BA _RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENI

C. Unfinished Business: NONE

D. New Business:

D. 1 2016-0376

VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):

AN ORDINANCE TO APPROVE VAC 16-5519 SUBMITTED BY MILHOLLAND AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE INTERSECTION OF MCMILLAN DRIVE AND WEDINGTON DRIVE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNES

D. 2 2016-0378

RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5508 FOR APPROXIMATELY 35.98 ACRES LOCATED NORTH OF COLFAX LOOP FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III)

D. 3 2016-0382

RZN 16-5500 (335 E. 7TH ST./NIEDERMAN) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5500 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 335 EAST 7TH STREET FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

Attachments: 16-5500 RZN CC Appeal

D. 4 2016-0380

AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

Attachments: AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SI

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

H. Adjournment

Add: Cost Share Agreement
Flintlock Development
Consent
A.9.

Off Table: Razorback Golf Course
Add to Final Agenda
as an item in Unfinished
Business and the reading
it was left on.

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.

Added at Agenda Session 8-30-16

Legistar ID No.: 2016-0407

AGENDA REQUEST FORM

FOR: Council Meeting of September 6, 2016

FROM:
City Council Member Mark Kinion

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH FLINTLOCK DEVELOPMENT, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF SOUTH STREET BETWEEN SOUTH COLLEGE AVENUE AND EAST HUNTSVILLE ROAD AT A TOTAL COST OF $28,238.48

APPROVED FOR AGENDA:

City Council Member Mark Kinion — Date: 8/30/16

Assistant City Attorney Blake Pennington (as to form) — Date: 8/30/16

CITY OF Fayetteville ARKANSAS

STAFF MEMO

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: August 30, 2016

SUBJECT: **Cost Share Agreement with Flintlock Development, LLC**

RECOMMENDATION:
Staff recommends approval of a cost-share agreement between the City of Fayetteville and Flintlock Development, LLC, to share the costs of installing a sewer main in South Street between E. College Avenue and E. Huntsville Road. The estimated total cost of the project is $28,238.48, with a 20% contingency. The cost share for Flintlock is one-half the estimated project cost and contingency, in the amount of is $14,119.24.

BACKGROUND:
Flintlock Development has requested that the City construct and share in the cost of installing an 8-inch sewer main on a portion of South Street between S. College Avenue and E. Huntsville Road, a distance of approximately 390 feet, so that the Flintlock may further develop the property adjacent to South Street.

DISCUSSION:
This cost-share is providing sewer service to an infill project, increasing the population density in this area. This area is not currently provided sewer service. Additionally, the addition of the 8-inch main will also allow for ample future capacity which will be necessary for that area.

BUDGET/STAFF IMPACT:
The Water & Sewer Division will be able to provide the labor and equipment needed without impeding upon the overall mission of the Utilities Department.

Attachments:
Staff Review Form
Cost-Share Agreement
Map of Area

CONTRACTUAL AGREEMENT FOR COST SHARE OF SEWER MAIN INSTALLATION COSTS

This Agreement, made and entered into on this _____ day of September, 2016, by and between the City of Fayetteville, Arkansas ("City") and Flintlock Development, LLC ("Flintlock"), witnesseth:

WHEREAS, Flintlock has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of South Street between S. College Ave. and E. Huntsville Road, a distance of approximately 390 feet, so that Flintlock may further develop the property adjacent to South St.; and

WHEREAS, constructing this segment of 8-inch main will allow Flintlock to develop the property, and also allow for ample future capacity which the City recognizes will be necessary for the area that is served by this sewer main; and

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Flintlock Development, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

    A. Furnish the labor, materials, and equipment to install approximately 390 linear feet of 8-inch sewer main on South Street between S. College Ave. and E. Huntsville Rd.

    B. Bear any costs associated with the sewer main installation that exceed the amount Flintlock agrees to pay below.

2. Flintlock Development, LLC agrees to:

    A. Reimburse the City for one-half of the cost of the sewer main installation up to a maximum-not-to-exceed amount of **$14,119.24** which represents one-half of the project cost and one-half of the contingency cost estimated by the City of Fayetteville.

    B. Make payment to the City of Fayetteville within thirty (30) days after receipt of a valid invoice.

IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE SIGN BELOW:

FLINTLOCK DEVELOPMENT, LLC

By: _____
ALLISON THURMOND QUINLAN
Managing Member

ATTEST:

By: _____

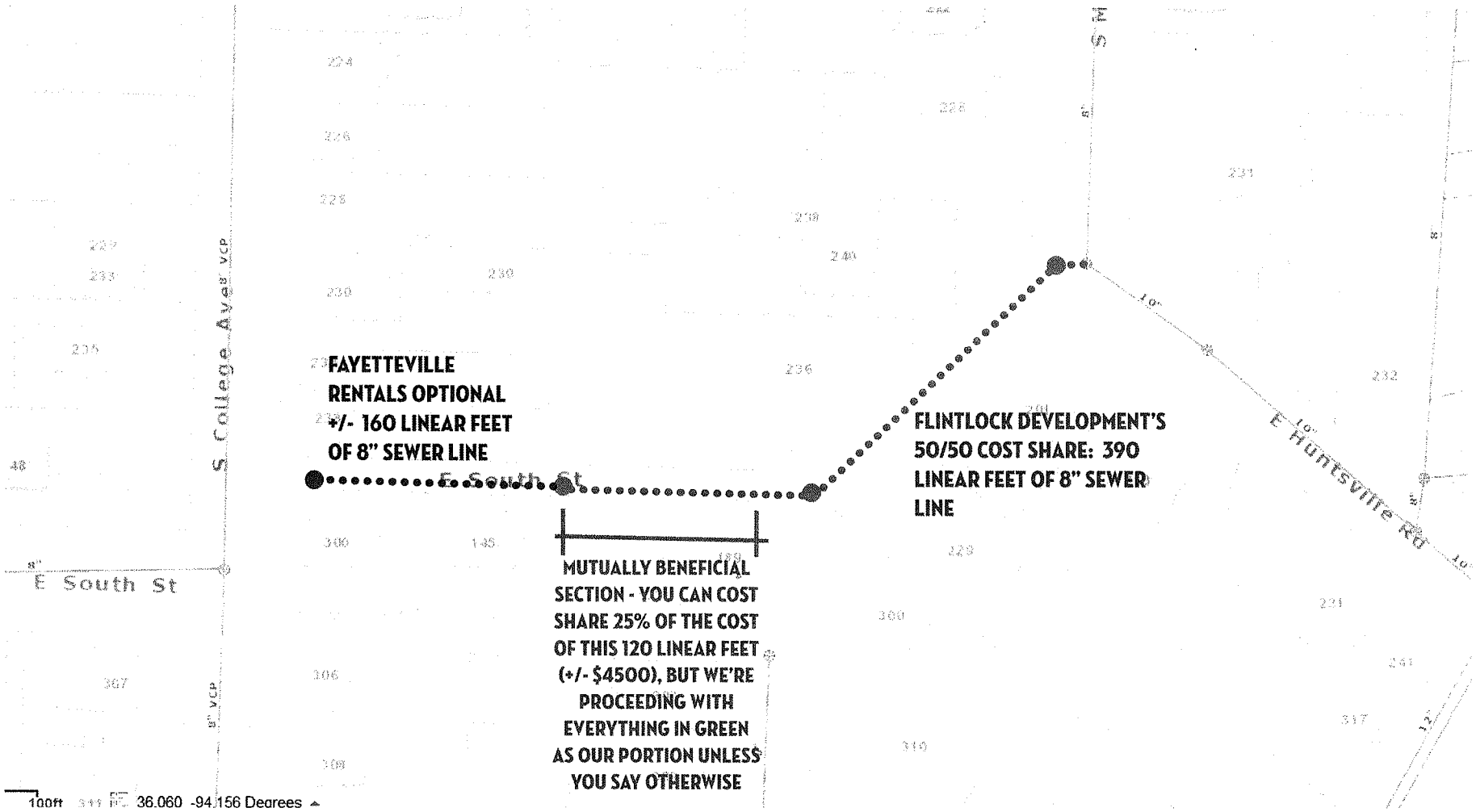
HAILEY KING
Arkansas - Washington County
Notary Public - Comm # 12696403
My Commission Expires Jan 18, 2026

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk



E. SOUTH STREET SEWER LINE PROJECT EXHIBIT
08-26-2016

Pre Agenda Meeting 8/24/16

City of Fayetteville, Arkansas

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

Meeting Agenda - Tentative Agenda

Tuesday, August 30, 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:

1. 2016-0366

DEVELOPMENT SERVICES PRESENTATION - JEREMY PATE

2. 2016-0381

2016 2ND QUARTER FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

A. 1 2015-0654

APPROVAL OF THE AUGUST 16, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0371

FISCHER SNACKS, LLC:

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH FISCHER SNACKS, LLC TO PROVIDE FOR OPERATION OF THE SOCCER CONCESSION STAND AT KESSLER MOUNTAIN REGIONAL PARK

Attachments: FISCHER SNACKS, LLC

A.3 **2016-0384**

GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1:

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE CONTRACT WITH GRUBBS, HOSKYN, BARTON & WYATT, INC. FOR ADDITIONAL CONSTRUCTION MATERIALS TESTING RELATED TO THE ADDITION OF A PARKING LOT AT KESSLER MOUNTAIN REGIONAL PARK IN AN AMOUNT NOT TO EXCEED $2,000.00

Attachments: GRUBBS, HOSKYN, BARTON & WYATT, INC. AMENDMENT NO. 1

A.4 2016-0372

RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP:

A RESOLUTION TO AWARD RFP 16-02 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP FOR A CLASSIFICATION, COMPENSATION AND BENEFITS STUDY IN THE AMOUNT OF $45,725.00 FOR THE FIRST YEAR, TO APPROVE AN ANNUAL PROJECT CONTINGENCY OF $4,500.00 FOR ONGOING MARKET REVIEWS AND CONSULTING SERVICES EACH YEAR THE CONTRACT IS IN EFFECT, AND TO APPROVE A ONE (1) YEAR SOFTWARE LICENSE AND SUPPORT AGREEMENT WITH AUTOMATIC RENEWALS FOR FOUR (4) ADDITIONAL ONE (1) YEAR TERMS WITH DB SQUARED, LLC FOR DBCOMPENSATION SOFTWARE IN THE AMOUNT OF $1,200.00 PER MONTH FOR THE FIRST THREE YEARS AND $250.00 PER MONTH FOR THE LAST TWO YEARS

Attachments: RFP 16-02 JOHANSON CONSULTING, INC. D/B/A JOHANSON GROUP

A.5 2016-0387

RFQ NO. 16-08 - FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT:

A RESOLUTION TO AWARD RFQ NO. 16-08 AND APPROVE A FIVE (5) YEAR PROFESSIONAL SERVICES CONTRACT WITH FIRST SECURITY BANK FOR THE PROVISION OF INVESTMENT MANAGEMENT SERVICES

Attachments: FIRST SECURITY BANK PROFESSIONAL SERVICES CONTRACT

A6 2016-0373

BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC:

A RESOLUTION TO AWARD BID NO. 16-36 AND APPROVE A CONTRACT WITH DONELSON CONSTRUCTION CO., LLC IN THE AMOUNT OF $217,855.00 FOR ASPHALT MICRO-SURFACING OF CITY STREETS AT A COST OF $2.33 PER SQUARE YARD, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $21,786.00

Attachments: BID NO. 16-36 DONELSON CONSTRUCTION CO., LLC

A7 2016-0379

BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC.:

A RESOLUTION TO AWARD BID NO. 16-47 AND APPROVE THE PURCHASE OF A MEYER V FORCE SPREADER FROM COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, INC. IN THE AMOUNT OF $29,395.00 FOR USE AT THE BIOSOLIDS MANAGEMENT SITE

Attachments: BID NO. 16-47 COUNTRYSIDE FARM AND LAWN EQUIPMENT COMPANY, IN

A8 2016-0383

2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD:

A RESOLUTION AUTHORIZE ACCEPTANCE OF A 2016 JUSTICE ASSISTANCE GRANT LOCAL SOLICITATION AWARD IN THE AMOUNT OF $81,531.00, OF WHICH $34,748.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH $31,014.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND $15,769.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: SRP - JAG Local 2016

BA - JAG Local 2016

B. Public Hearing:

B.1 2016-0377

RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE:

A RESOLUTION TO ORDER THE RAZING AND REMOVAL OF A DILAPIDATED AND UNSAFE STRUCTURE ON PROPERTY OWNED BY C HOLDINGS, LLC LOCATED AT 1503 NORTH GARLAND AVENUE IN THE CITY OF FAYETTEVILLE, ARKANSAS, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENUE

BA_RAZE AND REMOVAL - HOLDINGS, LLC, 1503 NORTH GARLAND AVENI

C. Unfinished Business: NONE

D. New Business:

D. 1 2016-0382

D.3 **RZN 16-5500 (335 E. 7TH ST./NIEDERMAN):** Appeal

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5500 FOR APPROXIMATELY 0.23 ACRES LOCATED AT 335 EAST 7TH STREET FROM NC, NEIGHBORHOOD CONSERVATION TO DG, DOWNTOWN GENERAL

Attachments: 16-5500 RZN CC Appeal

D. 2 2016-0378

RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5508 FOR APPROXIMATELY 35.98 ACRES LOCATED NORTH OF COLFAX LOOP FROM AN EXPIRED R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT TO NC, NEIGHBORHOOD CONSERVATION AND R-A, RESIDENTIAL AGRICULTURAL

Attachments: RZN 16-5508 (NORTH OF COLFAX LOOP/THE COVES SD, PH. III)

D. 3 2016-0376

D.1

VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNESS ONE GYM):

AN ORDINANCE TO APPROVE VAC 16-5519 SUBMITTED BY MILHOLLAND AND ASSOCIATES, INC. FOR PROPERTY LOCATED AT THE INTERSECTION OF MCMILLAN DRIVE AND WEDINGTON DRIVE TO VACATE A PORTION OF A UTILITY EASEMENT

Attachments: VAC 16-5519 (INTERSECTION OF MCMILLAN DR. & WEDINGTON DR./FITNES

D. 4 2016-0380

AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-SITE FREESTANDING SIGNS AND § 174.12 WALL SIGNS:

AN ORDINANCE TO AMEND § 151.01 **DEFINITIONS**, § 174.03 **EXEMPTIONS**; § 174.04, § 174.10 **ON-SITE FREESTANDING SIGNS** AND § 174.12 **WALL SIGNS** TO MORE CLOSELY CONFORM TO THE LATEST UNITED STATES SUPREME COURT DECISIONS ON SIGN ORDINANCES AND TO DECLARE AN EMERGENCY

Attachments: AMEND § 151.01 DEFINITIONS, § 174.03 EXEMPTIONS; § 174.04, § 174.10 ON-S

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

H. 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.