

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
December 20, 2016**

A meeting of the Fayetteville City Council was held on December 20, 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

1. Alderman Martin W. Schoppmeyer JR. recognition.

City Council Meeting Presentations, Reports, and Discussion Items.

Agenda Additions

1. **SEVEN HILLS MISSION:** A resolution to express the City Council's support for the Seven Hills Mission to assist the Fayetteville homeless population and to request our citizens to honor this season of giving with a generous contribution to Seven Hills.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 236-16
This agenda item was added at the December 20, 2016 City Council meeting.

2. **REPEAL § 97.083 & AMEND § 97.086:** An ordinance to repeal § 97.083 Soliciting ALMS and to amend § 97.086 Vending and Peddling (a) of the Fayetteville Code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO 5940

This agenda item was added at the December 20, 2016 City Council meeting.

A. Consent:

1. Approval of the December 6, 2016 City Council Meeting Minutes.

Approved

2. **FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:** A resolution to approve a budget adjustment in the amount of \$100.00 representing donation revenue from Newk's Eatery to the Fayetteville Fire Department for the Annual Employee Service Awards Event.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 219-16

3. **2016 BODY WORN Camera Implementation Program Grant Award:** A resolution to authorize acceptance of a 2016 Body-Worn Camera Pilot Implementation Program 50/50 matching grant award in the total amount of \$186,496.00, of which \$67,680.00 will be used by the Fayetteville Police Department, with \$73,696.00 to be disbursed to the City of Springdale and \$45,120.00 to Washington County, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 220-16

4. **2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:** A resolution to authorize acceptance of a non-matching grant from the Internet Crimes Against Children Task Force Program in the amount of \$10,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 221-16

5. **FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:** A resolution to approve a budget adjustment in the total amount of \$63,682.00 recognizing revenue associated with federal and state law enforcement forfeitures.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 222-16

6. **2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:** A resolution to approve the eighth amended interlocal agreement for jail services with Washington County, Arkansas increasing the booking fee from \$60.00 to \$62.00 per prisoner in 2017.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 223-16

7. **FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:** A resolution to approve a budget adjustment in the total amount of \$2,515.00 recognizing donation revenue to the Fayetteville Police Department in support of officer recognition.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 224-16

8. **DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:** A resolution to designate the Washington County District Court, Fayetteville Department Clerk to be primarily responsible for the collection of fines assessed in this court.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 225-16

9. **BID 16-50 PIANALTO CONSTRUCTION:** A resolution to award Bid No. 16-50 and authorize a contract with Pianalto Construction, Inc. of Tontitown, Arkansas in the amount of \$156,937.00 for construction of the Transportation Salt Storage Facility, and to approve a project contingency in the amount of \$30,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 226-16

10. **ANIMAL SERVICES DONATION REVENUE:** A resolution to approve a budget adjustment in the amount of \$27,167.00 representing donation revenue to Animal Services from April through October 2016.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 227-16

11. **HOGWASH CARWASH, LLC:** A resolution to approve a 50/50 cost share agreement with Hogwash Carwash, LLC for construction of a sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive at a total cost of \$8,232.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 228-16

12. **MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:** A resolution to approve Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$20,000.00 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.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 229-16

13. **CITY HALL AUDIO-VISUAL RENOVATION:** A resolution to approve a budget adjustment in the amount of \$5,921.00 consolidating three project accounts related to the City Hall Audio-Visual Renovation Project and to approve a change order for accounting purposes.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 230-16

- 14. BID NO. 16-63 T-N-T, INC.:** A resolution to award Bid No. 16-63 and authorize a contract with T-N-T, Inc. of Van Buren, Arkansas in the amount of \$97,560.00 for construction of an access drive, curb and gutter, and parking improvements at Wilson Park, and to approve a project contingency in the amount of \$9,756.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 231-16

- 15. PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):** A resolution to approve a master street plan amendment to remove a portion of an unnamed, unbuilt proposed collector street from Persimmon Avenue to Holland Drive.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 232-16

- 16. COMPENSATION FOR ELECTED OFFICIALS:** A resolution to allow the city attorney as all other city employees who have attained their top salary range to receive a one-time service award.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 233-16

B. Unfinished Business:

- 1. APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:** A resolution to grant the appeal of Tim Brisiel of Legacy Ventures and to approve large scale development 16-5488 Macey Drive Townhomes.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 234-16

- 2. AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION:** An ordinance to amend § 33.350 purpose and establishment and § 33.351 composition of article XXIII Active Transportation Advisory Committee of the Fayetteville City Code to expand the scope of the committee's duties, to recommend that the City Council appointee should also serve on the Transportation Committee, and to establish a time for the election of the committee chair.

AT THE DECEMBER 20, 2016 CITY COUNCIL MEETING THIS ORDINANCE FAILED.

- 3. VAC 16-5582 (41 E. NORTH ST. /ANDONA PROPERTIES):** An ordinance to approve VAC 16-5582 submitted by Andrea Fournet to vacate the unbuilt Pike Street right-of-way between Highland and Pollard Avenue.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5935

C. New Business:

- 1. RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:** A resolution to award RFP No. 16-08 and authorize a contract with ACS Playground Adventures, Inc. in the

amount of \$506,500.00 for the demolition and removal of old playground equipment and installation of new playground equipment, including the David Lyle Bayyari Music Playground, at Wilson Park, and to approve a project contingency in the amount of \$50,650.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 235-16

2. **THE BELFORD GROUP:** An ordinance to waive the requirements of formal competitive bidding and approve a one (1) year contract with the Belford Group with an option to renew for up to four (4) additional one (1) year terms to provide online recreation program registration and pavilion reservations to residents and visitors at no cost to the city.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5936

3. **STORMWATER EDUCATION AGREEMENT:** An ordinance to waive the requirements of formal competitive bidding through 2019 and approve a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Storm water Education program for 2017.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5937

4. **AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:** An ordinance to amend § 39.10 water and wastewater damage claims by enacting a new subsection (4) to (B) *Requirements for property damage claims to be eligible for compensation.*

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5938

5. **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED:** An ordinance to repeal § 74.04 hitchhiking prohibited and enacting a new § 74.04 standing or walking on a state or federal highway prohibited and to amend § 74.05 of The Fayetteville Code to clarify permit requirements for organizations and individuals who wish to walk or stand within a principal arterial roadway.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5939

City Council Agenda Session Presentations

City Council Tour

Announcements

Adjournment: 7:50 p.m.

Subject:	Roll				
<i>Alderman</i> <i>La Tour</i> <i>Absent</i> <i>5</i>	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	Absent			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan	✓			

8-1

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

Subject:	Seven Hills Resolution				
Motion To:		Add to Agenda	Approve		
Motion By:		Tennant	Long		
Seconded:		Long	Tennant		
Agenda Addition <u>Approved</u> 236-14	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	La Tour	A	A		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Mayor Jordan				

7-0

7-0

Subject:	Repeal 97.083 & 97.086 (A) Ord				
Motion To:		Add to Agenda	2nd Read	3rd Read	Approve
Motion By:		Long	Long	Tennant	
Seconded:		Tennant	Schoppmeyer	Schoppmeyer	
Agenda Addition <u>Approved</u> 8940	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	La Tour	A	A	A	A
	Long	✓	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	✓	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Mayor Jordan				

7-0

7-0

7-0

7-0

Subject:	Consent				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Long			
A.1 - A. 16 A.15 Removed for discussion Minutes Approved Approved 219-16 through 233-16	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	A			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

7-0

Subject:	2016 - 0617 RPL 16-5641 Persimmon - Street Plan Adm.				
Motion To:		Amend	Approve		
Motion By:		Gray	Gray		
Seconded:		Marsh	Marsh		
A.15 Approved 232-16	Tennant	✓	✓		
	Schoppmeyer	✓	✓		
	La Tour	A	A		
	Long	✓	✓		
	Gray	✓	✓		
	Marsh	✓	✓		
	Kinion	✓	✓		
	Petty	✓	✓		
	Mayor Jordan				

7-0

2-0

Subject:		APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES			
Motion To:					
Motion By:					
Seconded:					
B. 1 Unfinished Business <i>Approved</i> 234-16	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

7-0

5-2

Subject:		AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION			
Motion To:					
Motion By:					
Seconded:					
B. 2 Unfinished Business <i>Failed</i>	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Mayor Jordan				

7-0

7-0

5-2

4-3

Failed

Subject:		VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:			<i>Petty</i>	<i>Long</i>	
Seconded:			<i>Long</i>	<i>Gray</i>	
B. 3 Unfinished Business <i>Approved</i> 5935	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>A</i>	<i>A</i>	<i>A</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

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

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

Subject:		RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.			
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Tennant</i>			
C. 1 New Business <i>Approved</i> <i>235-14</i>	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>A</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

7-0

Subject:		THE BELFORD GROUP			
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Gray</i>	<i>Tennant</i>		
Seconded:		<i>Marsh</i>	<i>Long</i>		
C. 2 New Business <i>Approved</i> <i>5934</i>	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>A</i>	<i>A</i>	<i>A</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

7-0

7-0

7-0

Subject:		STORMWATER EDUCATION AGREEMENT			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Kinion		
Seconded:		Kinion	Gray		
C. 3 New Business Approved 5937	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	A	A	A	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Gray	Gray		
Seconded:		Long	Long		
C. 4 New Business Approved 5938	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	A	A	A	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		7-0	7-0	7-0	

Subject:		STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED			
Motion To:		<i>Amend</i>	<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:		<i>Marsh</i>	<i>Long</i>	<i>Gray</i>	
Seconded:		<i>Petty</i>	<i>Schoppmeyer</i>	<i>Tennant</i>	
C. 5 New Business <i>Approved</i> <i>5939</i>	Tennant	✓	✓	✓	✓
	Schoppmeyer	✓	✓	✓	✓
	La Tour	<i>A</i>	<i>A</i>	<i>A</i>	<i>A</i>
	Long	<i>N</i>	✓	✓	✓
	Gray	✓	✓	✓	✓
	Marsh	✓	✓	<i>N</i>	✓
	Kinion	✓	✓	✓	✓
	Petty	✓	✓	✓	✓
	Mayor Jordan				

*6-1**7-0**6-1**7-0*

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: December 21, 2016

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of December 20, 2016

1. A resolution to approve a budget adjustment in the amount of \$100.00 representing donation revenue from Newk's Eatery to the Fayetteville Fire Department for the annual Employee Service Awards event.
2. A resolution to authorize acceptance of a 2016 Body-Worn Camera Pilot Implementation Program 50/50 matching grant award in the total amount of \$186,496.00, of which \$67,680.00 will be used by the Fayetteville Police Department, with \$73,696.00 to be disbursed to the City of Springdale and \$45,120.00 to Washington County, and to approve a budget adjustment.
3. A resolution to authorize acceptance of a non-matching grant from the Internet Crimes Against Children Task Force Program in the amount of \$10,000.00, and to approve a budget adjustment.
4. A resolution to approve a budget adjustment in the total amount of \$63,682.00 recognizing revenue associated with federal and state law enforcement forfeitures.
5. A resolution to approve the Eighth Amended Interlocal Agreement for jail services with Washington County, Arkansas increasing the booking fee from \$60.00 to \$62.00 per prisoner in 2017.
6. A resolution to approve a budget adjustment in the total amount of \$2,515.00 recognizing donation revenue to the Fayetteville Police Department in support of officer recognition.
7. A resolution to designate the Washington County District Court, Fayetteville Department Clerk to be primarily responsible for the collection of fines assessed in this court.
8. A resolution to award Bid No. 16-50 and authorize a contract with Pianalto Construction, Inc. of Tontitown, Arkansas in the amount of \$156,937.00 for construction of the Transportation Salt Storage Facility, and to approve a project contingency in the amount of \$30,000.00.

9. A resolution to approve a budget adjustment in the amount of \$27,167.00 representing donation revenue to Animal Services from April through October 2016.
10. A resolution to approve a 50/50 cost share agreement with Hogwash Carwash, LLC for construction of a sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive at a total cost of \$8,232.00.
11. A resolution to approve Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$20,000.00 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.
12. A resolution to approve a budget adjustment in the amount of \$5,921.00 consolidating three project accounts related to the City Hall Audio-Visual Renovation Project and to approve a change order for accounting purposes.
13. A resolution to award Bid No. 16-63 and authorize a contract with T-N-T, Inc. of Van Buren, Arkansas in the amount of \$97,560.00 for construction of an access drive, curb and gutter, and parking improvements at Wilson Park, and to approve a project contingency in the amount of \$9,756.00.
14. A resolution to approve a Master Street Plan amendment to remove a portion of an unnamed, unbuilt proposed collector street from Persimmon Street South approximately one-half mile as shown on Exhibit A of the Planning Department's memo.
15. A resolution to allow the City Attorney as all other city employees who have attained their top salary range to receive a one time Service Award.
16. A resolution to grant the appeal of Tim Brisiel of Legacy Ventures and to approve Large Scale Development 16-5488 Macey Drive Townhomes.
17. An ordinance to approve VAC 16-5582 submitted by Andrea Fournet to vacate the unbuilt Pike Street right-of-way between Highland and Pollard Avenue.
18. A resolution to award RFP no. 16-08 and authorize a contract with Acs Playground Adventures, Inc. in the amount of \$506,500.00 for the demolition and removal of old playground equipment and installation of new playground equipment, including the David Lyle Bayyari Music Playground, at Wilson Park, and to approve a project contingency in the amount of \$50,650.00.
19. An ordinance to waive the requirements of formal competitive bidding and approve a one (1) year contract with the Belford Group with an option to renew for up to four (4) additional one (1) year terms to provide online recreation program registration and pavilion reservations to residents and visitors at no cost to the City.

20. An ordinance to waive the requirements of formal competitive bidding through 2019 and approve a one-year contract with the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a Stormwater Education Program for 2017.

21. An ordinance to amend § 39.10 **Water and Wastewater Damage Claims** by enacting a new subsection (4) to (B) *Requirements for Property Damage Claims to be Eligible for Compensation*.

22. An ordinance to repeal § 74.04 **Hitchhiking Prohibited** and enacting a new § 74.04 **Standing or Walking on a State or Federal Highway Prohibited** and to amend § 74.05 of the Fayetteville Code to clarify permit requirements for organizations and individuals who wish to walk or stand within a principal arterial roadway.

23. A resolution to express the City Council's support for the Seven Hills Mission to assist the Fayetteville homeless population and to request our citizens to honor this season of giving with a generous contribution to Seven Hills.

24. An Ordinance to repeal § 97.083 **Soliciting Alms** and to amend § 97.086 **Vending and Peddling** (A) of the Fayetteville Code.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, December 20, 2016

5:30 PM

City Hall Room 219

City Council Meeting

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

ELECTED OFFICIALS:

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

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****1. [2016-0565](#)**

ALDERMAN MARTIN W. SCHOPPMAYER JR. RECOGNITION

City Council Meeting Presentations, Reports and Discussion Items:**Agenda Additions:****A. Consent:****A. 1 [2015-0661](#)**

APPROVAL OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0621](#)**FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100.00 REPRESENTING DONATION REVENUE FROM NEWK'S EATERY TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:

[FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE](#)

[BA_FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE](#)

A. 3 [2016-0528](#)**2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2016 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM 50/50 MATCHING GRANT AWARD IN THE TOTAL AMOUNT OF \$186,496.00, OF WHICH \$67,680.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$73,696.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$45,120.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD](#)
 [BA_2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD](#)

A. 4 [2016-0611](#)**2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2016 INTERNET CRIMES AGAINST CHILDREN \(ICAC\) GRANT AWARD](#)
 [BA_2016 INTERNET CRIMES AGAINST CHILDREN \(ICAC\) GRANT AWARD](#)

A. 5 [2016-0612](#)**FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$63,682.00 RECOGNIZING REVENUE ASSOCIATED WITH FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

Attachments: [FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES](#)
 [BA_FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES](#)

A. 6 [2016-0632](#)**2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:**

A RESOLUTION TO APPROVE THE EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH WASHINGTON COUNTY, ARKANSAS INCREASING THE BOOKING FEE FROM \$60.00 TO \$62.00 PER PRISONER IN 2017

Attachments: [2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT](#)

A. 7 [2016-0618](#)**FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,515.00 RECOGNIZING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER RECOGNITION

Attachments:[FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE](#)[BA_FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE](#)**A. 8** [2016-0619](#)**DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:**

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

Attachments:[DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT](#)[City Attorney Memo District Court Fines](#)**A. 9** [2016-0537](#)**BID 16-50 PIANALTO CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. 16-50 AND AUTHORIZE A CONTRACT WITH PIANALTO CONSTRUCTION, INC. OF TONTITOWN, ARKANSAS IN THE AMOUNT OF \$156,937.00 FOR CONSTRUCTION OF THE TRANSPORTATION SALT STORAGE FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00

Attachments:[BID 16-50 PIANALTO CONSTRUCTION](#)**A. 10** [2016-0608](#)**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$27,167.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FROM APRIL THROUGH OCTOBER 2016

Attachments:[ANIMAL SERVICES DONATION REVENUE](#)[BA_ANIMAL SERVICES DONATION REVENUE](#)

A. 11 [2016-0624](#)**HOGWASH CARWASH, LLC:**

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH HOGWASH CARWASH, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF EAST HUNTSVILLE ROAD BETWEEN SOUTH ERIKA AVENUE AND SOUTH SEVEN HILLS DRIVE AT A TOTAL COST OF \$8,232.00

Attachments: [HOGWASH CARWASH, LLC](#)

A. 12 [2016-0626](#)**MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:**

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

Attachments: [MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5](#)
 [BA_MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5](#)

A. 13 [2016-0551](#)**CITY HALL AUDIO-VISUAL RENOVATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,921.00 CONSOLIDATING THREE PROJECT ACCOUNTS RELATED TO THE CITY HALL AUDIO-VISUAL RENOVATION PROJECT AND TO APPROVE A CHANGE ORDER FOR ACCOUNTING PURPOSES

Attachments: [CITY HALL AUDIO-VISUAL RENOVATION](#)
 [BA_BUDGET_ADJUSTMENT_FORM_LEGISTAR_3_SMC2](#)

A. 14 [2016-0628](#)**BID NO. 16-63 T-N-T, INC.:**

A RESOLUTION TO AWARD BID NO. 16-63 AND AUTHORIZE A CONTRACT WITH T-N-T, INC. OF VAN BUREN, ARKANSAS IN THE AMOUNT OF \$97,560.00 FOR CONSTRUCTION OF AN ACCESS DRIVE, CURB AND GUTTER, AND PARKING IMPROVEMENTS AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,756.00

Attachments: [BID NO. 16-63 T-N-T, INC.](#)

A. 15 [2016-0617](#)**PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):**

A RESOLUTION TO APPROVE A MASTER STREET PLAN AMENDMENT TO REMOVE A PORTION OF AN UNNAMED, UNBUILT PROPOSED COLLECTOR STREET FROM PERSIMMON AVENUE TO HOLLAND DRIVE

Attachments: [PPL 16-5641 \(SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II\)](#)

A. 16 [2016-0610](#)**COMPENSATION FOR ELECTED OFFICIALS:**

A RESOLUTION TO ALLOW THE CITY ATTORNEY AS ALL OTHER CITY EMPLOYEES WHO HAVE ATTAINED THEIR TOP SALARY RANGE TO RECEIVE A ONE TIME SERVICE AWARD

Attachments: [COMPENSATION FOR ELECTED OFFICIALS](#)

B. Unfinished Business:**B. 1** [2016-0445](#)**APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:**

A RESOLUTION TO GRANT THE APPEAL OF TIM BRISIEL OF LEGACY VENTURES AND TO APPROVE LARGE SCALE DEVELOPMENT 16-5488 MACEY DRIVE TOWNHOMES

Attachments: [APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES](#)

At the October 18, 2016 City Council Meeting this resolution was tables to November 1, 2016. At the November 1, 2016 City Council Meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council Meeting this resolution was tabled to December 6, 2016. At the December 6, 2016 City Council Meeting this resolution was tabled to December 20, 2016.

B. 2 [2016-0520](#)

AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION:

AN ORDINANCE TO AMEND § 33.350 **PURPOSE AND ESTABLISHMENT** AND § 33.351 **COMPOSITION** OF ARTICLE XXIII **ACTIVE TRANSPORTATION ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

(LEFT ON THE SECOND READING)

Attachments: [AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION](#)
[ADDITIONAL AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351](#)
[COMPOSITION](#)

At the December 6, 2016 City Council Meeting this ordinance was left on the second reading. At the November 15, 2016 City Council Meeting this ordinance was left on the first reading.

B. 3 [2016-0525](#)

VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES):

AN ORDINANCE TO APPROVE VAC 16-5582 SUBMITTED BY ANDREA FOURNET TO VACATE THE UNBUILT PIKE STREET RIGHT-OF-WAY BETWEEN HIGHLAND AND POLLARD AVENUE

(LEFT ON FIRST READING)

Attachments: [VAC 16-5582 \(41 E. NORTH ST./ANDONA PROPERTIES\)](#)
[ADDITIONAL: VAC 16-5582 \(41 E. NORTH ST./ANDONA PROPERTIES\)](#)

At the December 6, 2016 City Council Meeting this ordinance was left on first reading.

C. New Business:

C. 1 [2016-0630](#)**RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:**

A RESOLUTION TO AWARD RFP NO. 16-08 AND AUTHORIZE A CONTRACT WITH ACS PLAYGROUND ADVENTURES, INC. IN THE AMOUNT OF \$506,500.00 FOR THE DEMOLITION AND REMOVAL OF OLD PLAYGROUND EQUIPMENT AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT, INCLUDING THE DAVID LYLE BAYYARI MUSIC PLAYGROUND, AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,650.00

Attachments: [RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.](#)

C. 2 [2016-0604](#)**THE BELFORD GROUP:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE (1) YEAR CONTRACT WITH THE BELFORD GROUP WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR TERMS TO PROVIDE ONLINE RECREATION PROGRAM REGISTRATION AND PAVILION RESERVATIONS TO RESIDENTS AND VISITORS AT NO COST TO THE CITY

Attachments: [THE BELFORD GROUP](#)

C. 3 [2016-0613](#)**STORMWATER EDUCATION AGREEMENT:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

Attachments: [STORMWATER EDUCATION AGREEMENT](#)

C. 4 [2016-0635](#)**AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:**

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** BY ENACTING A NEW SUBSECTION (4) TO (B) *REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR COMPENSATION*

Attachments: [AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS](#)

C. 5 [2016-0609](#)**STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED:**

AN ORDINANCE TO REPEAL § 74.04 **HITCHHIKING PROHIBITED** AND ENACTING A NEW § 74.04 **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED** AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

Attachments: [STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITEI](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment**

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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.



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: Matt Mihalevich, Trails Coordinator

FROM: Blake Pennington, Assistant City Attorney

DATE: December 8, 2016

RE: Active Transportation Advisory Committee Ordinance

The ordinance sponsored by Alderwoman Marsh to amend §§ 33.350 and 33.351 of the City Code, which govern the Active Transportation Advisory Committee, will be on the third reading at your December 20 meeting. The Active Transportation Advisory Committee met yesterday evening and, with Alderwoman Marsh's support, has recommended a change to the proposed § 33.350(C). A copy of the ordinance with the committee's recommended language highlighted is attached for your review. If you wish to adopt the revised language, it will require a motion to amend the ordinance.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 33.350 **PURPOSE AND ESTABLISHMENT** AND § 33.351 **COMPOSITION** OF ARTICLE XXIII **ACTIVE TRANSPORTATION ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

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 repeals § 33.350 **Purpose and Establishment** of Article XXIII **Active Transportation Advisory Committee** and enacts a new § 33.350 as follows:

"There is hereby established (as a continuance of the former Sidewalk and Trails Advisory Board) the Active Transportation Advisory Committee. This committee shall make recommendations to the Transportation Committee on active transportation projects and issues that may arise, including but not limited to:

(A) Yearly trail, sidewalk, and paving overlay construction program plans. Review of overlay plan will be focused on incorporation of active transportation facilities.

(B) 5-year trail construction prioritization plan.

(C) Major sidewalk projects, trails and the active transportation component of the projects where major changes to existing street cross sections are planned. The review will be at the preliminary stage and will include typical cross sections and preliminary horizontal and vertical alignments.

(D) Changes, additions, or deletions to the Active Transportation Plan and the Sidewalk Master Plans."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.351 **Composition** of Article XXIII **Active Transportation Advisory Committee** by repealing the first sentence after the heading and subsection (A) and replacing them with the following:

"The Active Transportation Advisory Committee shall be comprised of eight (8) voting members, and seven (7) non-voting staff/support members, as listed below. The members shall elect a Chair at its first annual meeting.

(A) One (1) voting members of the committee shall be a member of the City Council. It is recommended that this person also serve on the Transportation Committee;"

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer









yle

rd Ave

Pollard Ave







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
December 6, 2016**

A meeting of the Fayetteville City Council was held on December 6, 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, Matthew Petty, Justin Tennant, Martin Schoppmeyer, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Schoppmeyer arrived at 5:35 p.m.

Alderman La Tour and Kinion were absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Mayor Confirmation of the Public Facilities Board Appointment

City Attorney Kit Williams gave a brief description about the reappointment of Phillip Taylor to the Public Facilities Board.

Alderman Long moved to approve the appointment. Alderman Petty seconded the motion. Upon roll call the motion passed 5-3. Alderman Schoppmeyer was absent during the vote. Alderman La Tour and Kinion were absent.

Report of Operating Results for the 3rd Quarter 2016 - Paul Becker

Paul Becker, Chief Financial Officer gave the 3rd Quarter Operating Results Report for 2016. He stated the City of Fayetteville is having a very good year.

Agenda Additions: None

Consent:

Approval of the November 15, 2016 City Council Meeting Minutes.

Approved

Community Resources Department Donations: A resolution to approve a budget adjustment in the total amount of \$33,355.00 representing donations to Ranger's Pantry and the Senior Giving Tree and Community Development Block Grant program income received from four housing lien payoffs.

Resolution 207-16 as recorded in the office of the City Clerk

Fire Station No. 5 Ice Machine Purchase: A resolution to approve a budget adjustment in the amount of \$3,593.00 recognizing revenue from the sale of used generators on GovDeals.com and increasing the related expense budget for the purchase of an ice machine for Fire Station No. 5.

Resolution 208-16 as recorded in the office of the City Clerk

Arkansas State Highway and Transportation Department Mud Creek Trail: A resolution to approve an agreement of understanding with the Arkansas State Highway and Transportation Department for the acceptance of an 80/20 Arkansas Transportation Alternatives Program Federal-Aid Grant in the amount of \$500,000.00 for the installation of lighting along Mud Creek Trail and portions of the Razorback Regional Greenway, and to approve a budget adjustment.

Resolution 209-16 as recorded in the office of the City Clerk

Arkansas State Highway and Transportation Department Maple Street to Frisco Avenue: A resolution to approve an agreement of understanding with the Arkansas State Highway and Transportation Department for the acceptance of an 80/20 Arkansas Recreational Trails Program grant in the amount of \$56,000.00 for the repair of a damaged section of the Razorback Regional Greenway from Maple Street to Frisco Avenue, and to approve a budget adjustment.

Resolution 210-16 as recorded in the office of the City Clerk

2017 T-Hangar Lease Agreements: A resolution to approve T-Hangar lease agreements in 2017 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

Resolution 211-16 as recorded in the office of the City Clerk

Kansas E3, LLC: A resolution to approve an agreement with Kansas E3, LLC for the hauling and recycling of solid waste generated from construction and demolition activities in the City of Fayetteville.

Resolution 212-16 as recorded in the office of the City Clerk

Ground-Cherry Creek: A resolution to name the unnamed tributary on the south side of Kessler Mountain Regional Park "Ground-Cherry Creek".

Resolution 213-16 as recorded in the office of the City Clerk

RFP No. 16-07 Lake Sequoyah Marina Operator Contract: A resolution to award RFP No. 16-07 and approve the Lake Sequoyah Marina Operator contract with Michael McBride in the amount of \$22,800.00 for services in 2017, with automatic renewals for up to four additional one year terms contingent upon annual budget approval.

Resolution 214-16 as recorded in the office of the City Clerk

Amended Restated Articles of Incorporation of the Walton Arts Center Foundation, Inc.: A resolution to approve the amended and restated Articles of Incorporation of the Walton Arts Center Foundation, Inc. and to authorize Mayor Jordan's signature thereon.

Resolution 215-16 as recorded in the office of the City Clerk

City and Community Access Television, Inc. d/b/a Your Media: A resolution to approve a renewal of the contract with Community Access Television, Inc. d/b/a Your Media in the amount of \$157,520.04 for the provision of public access television services and the operation of the public access television channel through 2017, contingent on approval of the 2017 annual city budget.

Resolution 216-16 as recorded in the office of the City Clerk

Alderman Tennant moved to accept the Consent Agenda as read. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-2. Alderman La Tour and Kinion were absent.

Unfinished Business:

RZN 16-5550 (2155 N. Ruppel Rd./Hazen): An ordinance to rezone that property described in rezoning petition RZN 16-5550 for approximately 70 acres located east and west of Ruppel Road and south of Mount Comfort Road from RSF-1, Residential Single Family, 1 unit per acre; RSF-4, Residential Single Family, 4 units per acre and R-A, Residential Agricultural to CS, Community Services and R-A, Residential Agricultural. *At the October 4, 2016 City Council meeting this ordinance was left on the First Reading. At the October 18, 2016 City Council meeting this ordinance was left on the Second Reading. At the November 1, 2016 City Council meeting this ordinance was tabled to November 15, 2016. At the November 15, 2016 City Council meeting this ordinance was left on the Third Reading and tabled to December 6, 2016.*

Jim Hazen, Property Owner spoke about quality development. He spoke in favor of the rezoning.

Elizabeth Mongeau, 4600 West Tupelo Way stated her concerns about increased traffic, proximity of the land to Holt Middle School, and crime that could develop from the businesses. She believes West Fayetteville is a patchwork development. She spoke in opposition of the ordinance.

Eddie Glisson, 3568 West Mount Comfort Road has seen the area grow from open farm land to being surrounded by subdivisions and car lots. He stated he has no concerns about the rezoning. He stated there is a four lane thoroughfare planned for the near future that will collect traffic. He spoke in favor of the ordinance.

Tony Hardin, 3670 West Mountain Comfort Road has seen things change in the area over the years. He knows the Hazens are going to build something nice. He spoke in favor of the ordinance.

Judy Hazen, Property Owner stated she and her husband take pride in their property. They don't necessarily want to develop, but they are aging and it is time to do something. She knows growth is going to happen. She spoke about a quality development.

Alderman Long: I have met with a lot of the neighbors, including the Hazens. The concerns I've heard from people revolve around being able to cross Mount Comfort safely with their children. Once the road goes in we will see major improvements with more adequate crosswalks. One of the concerns I have is the right-of-way acquisition the city will go through.

City Attorney Kit Williams: On this particular piece of land we have already acquired some right-of-way to the creek. South of the creek toward the old Ruppel Road, we haven't acquired that yet. I don't anticipate any problems from this rezoning that would be affected by it. I want the City Council to vote what is best for this land and not worry about having to acquire any kind of right-of-way. Originally, I was concerned about a four acre parcel, but they have told us they are planning on filling it in with topsoil so that they still will be able to develop. They don't believe they will have access problems even with this heightened zoning. Mr. Hazen is that what you have talked about?

Jim Hazen: Our planning would take into account adjusting the terrain to meet the requirements for whatever we design for the property.

City Attorney Kit Williams: We are going to have to have a retaining wall for the road section. In order to access that road you would have to build your property up high enough to get over that.

Jim Hazen: There will be an access road provided to the property whether we develop it or not. Whatever goes in there will have to be appropriate for the amount of access it has. We wouldn't put something in there that's going to require constant traffic when you have limited access.

City Attorney Kit Williams: I don't think that's a real problem at this point.

Alderman Long: Mr. Hazen, one of the things you communicated to me back in 2012 was about safety on Ruppel Road due to a traffic death. Do you think there could be increased traffic on Ruppel prior to the road being done due to development on the area you want to develop?

Jim Hazen: This is a three to ten year program. It will take up to three years to get it designed, find investors, and start construction. Surely the road will be improved that is planned for next year. The death you were talking about was on the old Ruppel Road because of the curve and that's what the new construction of the road was to fix. I don't think that is an issue. This whole rezoning is to give us a platform to start finding investors and plans that would be suitable. We can't ask people to come in and invest into a piece of property when they don't know what the zoning is going to be.

Alderman Long: Do we have an estimate on the date when the road improvement will start?

Chris Brown, City Engineer: We are asking the Highway Department for permission to begin the acquisition. They have to review the right-of-way plans to make sure the documents are all in place. I'm expecting we will have that by the end of this year. We are counting on four to six months to complete the acquisition and then get authorization to advertise the project. My best guess is the middle of next year we will be ready to go to construction. It is a 12 to 18 month construction project.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed 3-3. Alderman Petty, Gray, and Marsh voting yes. Alderman Tennant, Schoppmeyer, and Long voting no. Alderman La Tour and Kinion were absent.

This ordinance failed.

Appeal of LSD 16-5488 The Macey Drive Townhomes: A resolution to grant the appeal of Tim Brisiel of Legacy Ventures and to approve Large Scale Development 16-5488 Macey Drive townhomes. *At the October 18, 2016 City Council meeting this resolution was tabled to November 1, 2016. At the November 1, 2016 City Council meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council meeting this resolution was tabled to December 6, 2016.*

Andrew Garner, City Planning Director stated the applicant had a slightly modified proposal they wanted to present.

Tim Brisiel, Developer: We met with a small contingent of concerned neighbors. There was a productive dialogue and there have been a couple of changes. We have matched the density of the existing adjoining duplex community. We reduced our density from 58 units down to 44 units. This is similar to the existing development pattern of the duplex community adjoining it. We have reduced the traffic count. We have gotten the trail spur connecting Shiloh Drive to the Hamstring Trail. There have been no personal injury accidents in the Pine Valley subdivision. We have met or exceeded all the development requirements for the City of Fayetteville.

Robin Byers, 1879 Pine Valley Drive stated she met with Mr. Brisiel and toured his townhouses. She believes it to be a quality development. She voiced her concerns about cars parked on the side of the road and narrow streets. She has a problem with the danger it will bring to the neighborhood due to traffic.

Alderman Long: Thank you for meeting with me and my group of constituents. Please talk about the trail connections that we looked at and trying to get a second entrance into the neighborhood.

Tim Brisiel: The trail will connect from Shiloh Drive where it currently stubs out, following that creek to the west. It will skirt the north boundary of this property line.

Alderman Long: Do we have a date for completion of that?

Tim Brisiel: I do not. I have been working with Matt and the Parks Department. It is on their Master Plan.

Alderman Long: We were looking for a second way in for emergency vehicles. A trail access was one of those ways. I was hoping we might have more information on that. As you drive through the neighborhood after 5:00 p.m. there are a lot of cars stacked on either side of the road. It limits the space you can navigate through. An emergency vehicle could have trouble with that, especially between the hours of 6:00 p.m. and 7:30 a.m. Can staff go out there and look at where it would be possible to mark the streets as parking on one side only in certain areas? There is not enough parking for the residents that live in each home, to not park on the streets. We have to look at all the options for safety.

Andrew Garner: This particular neighborhood was designed for cars to park on the street. It is legal and allowed. The street was not designed to be double parked right where cars are adjacent to each other. You do have that in neighborhoods where you are not a real urban situation and you don't have to put No Parking signs throughout all of our neighborhoods. The Fire Department sometimes lets that happen in a natural organic way that a neighborhood parks over time throughout the day. If there is a situation where they feel like there is safety issue, we will go out and look at it. We will place No Parking signs where needed. That was not identified from the Fire Department when they reviewed this development. The Fire Department felt it provided safe access in and out and met the fire code requirements.

Alderman Long: When we discussed this two City Council meetings ago I specifically asked the question if anybody had been out in the evening. No one from city staff had looked at that after 5:30 p.m. This is something we should take into consideration. We also have a problem with residents not having enough parking.

Mayor Jordan: Do you want to hold it until we go out and look at it?

Alderman Long: The developer made a good faith effort to make some changes to his plans. If there's something we can do to look at the feasibility a little bit farther, then we should.

Alderman Marsh: Having narrowed streets and a lot of parking on the streets is very healthy for the neighborhood. It causes cars to have to slow down and pay attention. As long as we are meeting the fire code and have a safe route in and out it keeps people aware of their surroundings. It contributes to making the neighborhood safer. I'm not opposed to staff evaluating that.

Alderman Long: I agree that narrowing the streets slows traffic, but in this specific neighborhood we have so many different turning radiuses.

Alderman Tennant: I agree with Sarah and Alan. I've become uncomfortable about making a decision without being comfortable with the safety factor. I don't have a problem with the development, but it is going to be tough for me to vote on this. I am supportive of a two week wait to talk about it at the next meeting.

Alderman Petty: The proof is in the history with no documented safety issues. If a foot or two is what we are saying makes all the difference on the street, how many streets in town do we need to evacuate? There are a half dozen streets within a five minute walk from here that should be evacuated if that's the standard we are going to use. The applicant has made a good faith effort to amend the original program to address the concerns. I don't see a need to hold this for two weeks.

Alderman Tennant: I don't think that all the streets Alderman Petty mentioned are under the idea of having a lot of townhomes being built right next to them. It adds a factor that doesn't exist. I don't want to be in a huge hurry for something we might regret.

Alderman Gray: A significant fact for me is the Fire Chief has said it is okay. He doesn't want his fire trucks going down there if they can't turn. I have a hard time believing he would have said it is okay and yet we need to look at it further. I'll wait for two weeks if everyone wants too. I am not happy asking developers to wait while we continue to look at different things when we already had plenty of time to look at it.

Mayor Jordan: Tim, you want to weigh in on this?

Tim Brisiel: I have had multiple meetings with the Planning staff. I've asked them if we can go out there, should we post No Parking signs, and should we do hatching for pedestrian crossings. It is published in the City of Fayetteville Code of street standards that parking on the street and winding roads slows traffic. We have met with the Fire Department and all of the folks involved. I wouldn't invest in a project that I thought was going to be a safety issue to the City of Fayetteville.

If you would like to table it and me look into it further, I will do so. I don't know what other findings we are going to uncover. I can bring you an illustration of the trail to provide secondary access in.

City Attorney Kit Williams: This is an internal motion and requires four of seven votes to pass this motion.

Alderman Long moved to table the resolution to the December 20, 2016 City Council meeting. Alderman Tennant seconded the motion. Upon roll call the motion to table passed 4-3. Alderman Tennant, Schoppmeyer, Long, and Mayor Jordan voting yes. Alderman Petty, Gray, and Marsh voting no. Alderman La Tour and Kinion were absent.

This resolution was tabled to the December 20, 2016 City Council meeting.

UARK Credit Union Rezoning Appeal: An ordinance to rezone that property described in rezoning petition RZN 16-5589 for approximately 0.37 acres located at 714 West Martin Luther King Boulevard and 511 Hill Avenue from RMF-40, Residential Multi Family, 40 units per acre to C-1, Neighborhood Commercial. *At the November 1, 2016 City Council meeting this ordinance was left on the First Reading. At the November 15, 2016 City Council meeting this ordinance was left on the Second Reading.*

No motion was made to go to the third reading. City Attorney Kit Williams read the entire ordinance.

Blake Jorgensen, Jorgensen & Associates stated he would be happy to answer any questions.

Alderman Marsh: I will not be supporting this rezoning application. It is inconsistent with the wishes of our citizens in the 2030 City Plan. My office overlooks this intersection. It is a very pedestrian intensive place. This area is in that dead zone between neighborhood master plans. In the agenda packet staff noted the context that we are starting to build up to what is called a typical suburban context with the Neighborhood Market and the Kum & Go. I ask Council, is that the type of development consistent with our directive for a walkable city, to discourage suburban sprawl, and to make traditional town form standard? I advocate no, that it is not. Instead of the proposal on the table, we should rezone this entire property to Community Services. This will give them the ability to do the use unit they are desiring by right. They could do an urban building that would face the street and set a better urban context. A parent might feel safer allowing their child to walk to the high school along that route. We need to establish that this is a neighborhood for pedestrians. One of the ways to do this is by having an urban building.

Aubrey Shepherd, Citizen: I don't know that a bank is particularly a perfect site there. It would be useful to anybody who can get there easily. It is unsafe in many ways there. Increasing traffic is not a very good thing.

Blake Jorgensen, Jorgensen & Associates: I understand Sarah and Aubrey's concerns. That portion of the town has been redeveloped. I am under the impression we could by right develop

this bank. It is a micro bank. The problem with doing a form based zoning is that we can't meet the 50% frontage. If we did do a form based zoning we would have to get a variance. I understand the need to set a precedent for trying to produce products that are pedestrian friendly. This bank will be pedestrian friendly. They are going to improve the intersection and sidewalks regardless of the zoning. It won't change the pedestrian feeling of this building. We aren't talking about rezoning the interior. It is just the exterior portions where the two driveways are.

Mayor Jordan: It is already zoned C-1?

Blake Jorgensen: That is correct. The middle portion is C-1. The building is not even in that zone.

Alderman Petty: If you've got the rights to build what you want to build already, then why are you asking for this rezoning?

Blake Jorgensen: To clean up the property.

Alderman Petty: To clean up the parcel map?

Blake Jorgensen: That's correct. It wasn't certain we could put the driveways associated with this particular use within the RMF-40 zoning. The other avenue is to get a conditional use, but I'm not sure if we even have to get a conditional use.

Andrew Garner: The bank is not allowed by right in the RMF-24 zoning. The site plans we looked at with the applicant did show some of the parking lot and driveway for the bank in the multi-family zoning portion of the property. One option would be to keep the zoning as it is, but they would have to ask for a conditional use permit for use unit 25. They have to do some sort of action. Rezoning isn't actually required.

Mayor Jordan: They could develop according to C-1?

Andrew Garner: They could. They could not develop the parking lot for the bank in the multi-family portion unless the Planning Commission gives them a conditional use permit. They need some sort of action related to the zoning.

Alderman Marsh: I propose we rezone the two parcels in question and the C-1 to Community Services. It would enable the creation of a good mixed use urban building. It would allow the use unit by right. This lot needs much more intensive development than what you are proposing. It seems the bank would be in a good opportunity to partner with other local businesses. I want to motion to rezone this entire parcel to Community Services.

City Attorney Kit Williams: That motion is out of order. The parcels that have been notified with the neighborhood did not include the C-1 parcel. That is not in front of us now. Only those two wing lots which are not C-1, but are RMF-40. Andrew, isn't it correct that we haven't done any notification on the main parcel itself?

Andrew Garner: I would agree. For this portion in the middle they would need to legally send letters to the property owners across the street, which they have not. It would be rezoning a piece of property without properly notifying the neighbors.

Alderman Petty: I'm disappointed in the whole process. I understand both sides of the argument. I dislike the precedent we are setting here. I'm disappointed this was the recommended path. I think you would have been approved more quickly with a conditional use permit or variance. You wouldn't have had to come before the City Council to make your case. I don't like expanding this particular zoning designation especially in this area of town.

Alderman Marsh expressed her continuing disappointment with the lack of pedestrian friendly potential in the neighborhood. She spoke in opposition of the ordinance.

Mayor Jordan: Andrew, it can be developed C-1?

Andrew Garner: That is correct.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 5-1. Alderman Petty, Tennant, Schoppmeyer, Long, and Gray voting yes. Alderman Marsh voting no. Alderman La Tour and Kinion were absent.

Ordinance 5926 as Recorded in the office of the City Clerk

WG Land Company Appeal: An ordinance to rezone that property described in rezoning petition RZN 16-5590 for approximately 23 acres located northeast of McGuire Street and Van Asche Drive from C-2, Thoroughfare Commercial and C-3, Central Commercial to C-3, Central Commercial. *At the November 1, 2016 City Council meeting this ordinance was left on the First Reading. At the November 15, 2016 City Council meeting this ordinance was left on the Second Reading.*

No motion was made to go to the third reading. City Attorney Kit Williams read the entire ordinance.

Aubrey Shepherd, a citizen voiced his concerns about habitat and wetland considerations.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed 4-1. Alderman Tennant, Schoppmeyer, Long, and Gray voting yes. Alderman Petty voting no. Alderman Marsh was absent during the vote. Alderman La Tour and Kinion were absent.

This ordinance failed.

RZN 16-5609 (1764 N. Starr Rd./Hays): An ordinance to rezone that property described in rezoning petition RZN 16-5609 for approximately 26.83 acres located at 1764 North Starr Road from RSF-1, Residential Single Family, 1 unit per acre to RSF-4, Residential Single Family, 4

units per acre. *At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director stated he had no additional information.

Alderman Petty moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5927 as Recorded in the office of the City Clerk

RZN 16-5633 (2350 W. Wedington Dr./Upton): An ordinance to rezone that property described in rezoning petition RZN 16-5633 for approximately 0.80 acres located at 2350 West Wedington Drive from RSF-4, Residential Single Family, 4 units per acre to NS, Neighborhood Services. *At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Tennant, Schoppmeyer, Long, Gray, Marsh, and Mayor Jordan voting yes. Alderman Petty was absent during the vote. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director stated he had no additional information.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5928 as Recorded in the office of the City Clerk

RZN 16-5598 (1777 S. Smokehouse Trail/Ozark Mountain Smokehouse): An ordinance to rezone that property described in rezoning petition RZN 16-5598 for approximately 3.74 acres located at 1777 South Smokehouse Trail from R-A, Residential Agricultural to UT, Urban Thoroughfare. *At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director stated he had no additional information.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5929 as Recorded in the office of the City Clerk

Amend §31.18 District Judge Compensation: An ordinance to amend §31.18 **District Judge Compensation** because the District Judge of Washington County District Court, Fayetteville Department will on January 1, 2017 become a full time state employee. *At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Long moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: This is to comply with state law.

Alderman Long moved to suspend the rules and go to the third and final reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5930 as Recorded in the office of the City Clerk

Amend §33.350 Purpose and Establishment and §33.351 Composition: An ordinance to amend §33.350 **Purpose and Establishment** and §33.351 **Composition** of Article XXIII **Active Transportation Advisory Committee** of the Fayetteville City Code to expand the scope of the committee's duties, to recommend that the City Council appointee should also serve on the Transportation Committee, and to establish a time for the election of the committee chair. *At the November 15, 2016 City Council meeting this ordinance was left on the First Reading.*

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Petty seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh requested for the ordinance to be held so the Active Transportation Advisory Committee could review some of the wording at their next scheduled meeting.

City Attorney Kit Williams: Alderman Marsh, if you have any changes, please let my office know.

This ordinance was left on the Second Reading

New Business:

Four Special Needs Assistance Program Grant Agreements: A resolution to approve the renewal of four Special Needs Assistance Program grant agreements with the U.S. Department of Housing and Urban Development in the total amount of \$380,278.00 for the city to administer programs to assist homeless Fayetteville residents, and to approve a budget adjustment.

Yolanda Fields, Community Resources Director gave a brief description of the resolution.

Mayor Jordan: Thank you very much for the work you are doing with the grants and helping the homeless.

Alderman Marsh moved to approve the resolution. Alderman Long seconded the motion. Upon roll call the resolution passed 6-0. Alderman La Tour and Kinion were absent.

Resolution 217-16 as recorded in the office of the City Clerk

Fayetteville Youth Center, Inc.: An ordinance to waive the requirements of formal competitive bidding and approve a contract between the City of Fayetteville, Arkansas and Fayetteville Youth Center, Inc. in the amount of \$225,000.00 to provide public recreation services for the youth and citizens of Fayetteville for 2017 contingent upon approval of the 2017 city budget.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Parks & Recreation Director gave a brief description of the ordinance.

Eric Schuldt, Boys & Girls Club Chief Professional Officer thanked the city for their support and coordination with the Boys & Girls Club.

Alderman Gray: It is a great pleasure to support this fine program. Thank you.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant: This is one of the jewels of our city. The staff does a tremendous job. It is an honor and pleasure to work with such a fantastic organization for our city.

Mayor Jordan: It has been a great partnership and a great history.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5931 as Recorded in the office of the City Clerk

Area Agency on Aging of Northwest Arkansas: An ordinance to waive the requirements of formal competitive bidding and approve a contract between the City of Fayetteville, Arkansas and the Area Agency on Aging of Northwest Arkansas in the amount of \$98,887.00 to provide public recreation services for the senior citizens of Fayetteville for 2017, contingent on approval of the 2017 annual city budget and work program.

City Attorney Kit Williams read the ordinance.

Connie Edmonston, Parks & Recreation Director gave a brief description of the ordinance.

Alderman Marsh: I appreciate the great work that is happening at our Senior Center.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Long seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

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 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Alderman Tennant expressed his joy for items being passed that help the homeless population, youth, and senior citizens.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5932 as Recorded in the office of the City Clerk

The Field Shop, Inc. Change Order: An ordinance to waive the requirements of formal competitive bidding and approve a change order to the contract with the Field Shop, Inc. of Little Rock to expand the scope of services to include the purchase and installation of a video production digital server and archive system and relocation of the recording transfer station at the Television Center.

City Attorney Kit Williams read the ordinance.

Doug Bankston, Director of Media Services gave a brief description of the ordinance.

Mayor Jordan: This is a real big improvement.

Alderman Marsh: This is a great step in preserving government transparency. This will make sure we have all our history archived, recorded, and backed up.

Alderman Marsh moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-0. Alderman La Tour and Kinion were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman La Tour and Kinion were absent.

Ordinance 5933 as Recorded in the office of the City Clerk

Solid Waste Reduction, Diversion and Recycling Master Plan: A resolution to adopt the Solid Waste Reduction, Diversion and Recycling Master Plan as developed by Kessler Consulting, Incorporated.

Jeff Coles, Director of Recycling and Trash Collection gave a brief description of the resolution.

Mitch Kessler, President of Kessler Consulting, Inc. stated the project objective was to develop a Master Plan for an efficient and cost-effective solid waste system that puts the city on a path to 80% waste diversion. He stated that the priorities of the City of Fayetteville is to increase recycling, multi-family and commercial recycling, recovered material marketing accountability and organics. A power point was presented to discuss the Master Plan process, pilot programs, phased in action plan, recommendations, cost, and system elements.

Robin Mitchell, Director of Technical Services at Kessler Consulting, Inc. gave a brief presentation over the planning process. She discussed materials management, stakeholder surveys, diversion opportunities, commercial food waste pilot, and single stream collection pilot.

Alderman Long: In your report it shows the contamination rate at a single stream facility was approximately 15%. I didn't see in the report where it included contamination from single stream programs at the secondary processors.

Mitch Kessler: There are three places contamination and residue comes from. The first is not having good education and people are putting material that shouldn't be there. The second is processing residue at the Materials Recovery Facility. Thirdly, is the back end processing residue that occurs. 15% is based on a state of the art Materials Recovery Facility with the latest and greatest equipment.

Alderman Long: It doesn't take into consideration things kicked out at the secondary processors after leaving the Materials Recovery Facility?

Mitch Kessler: That occurs, but we did not go to paper mills and aluminum smelters to come up with that number.

Alderman Petty: You've used the phrase state of the art Materials Recovery Facility. I'm only familiar with some of the facilities in Arkansas, which don't have a great reputation. Can you contrast the facilities so I might have a better understanding of the kind of facility you are referring to?

Mitch Kessler stated single stream Materials Recovery Facilities went into place about 20 years ago. He compared a 20 year old car not looking anything like a 2016 model. He stated the facilities in Arkansas do not have the latest and greatest state of the art equipment. He spoke about air separation, ballistic separators, and the number of optical sorters. He stated some of the facilities in Arkansas have way over 20% of residue and contamination. He believes facilities need the latest and greatest equipment to get the best results.

Alderman Petty: In Phase I you have organics in the single stream. Phase II you have construction and demolition waste. If construction and demolition recovery is not as contingent on regional cooperation as some of the factors beyond our control, do you think reversing the order of those two things is just as viable for us or better?

Robin Mitchell: The percentage gains in Phase II is not all from the construction and demolition. When we did our predictive model we assumed the single stream and the organics would be phased in. Phase I is three years. Where you got at the end of that three years predicted would be about 26%. The next two years is Phase II. It is continuing to phase in and expand those two programs. Construction and demolition seems like a great opportunity, but the amount of construction and demolition you get at your facility seems to fluctuate widely each year. You need a certain amount of construction and demolition if you are even going to consider doing a facility. What you had in 2015 was just marginally there. There are two construction and demolition facilities in Lowell and Bentonville. It is worth looking at what those facilities can do and what opportunities they can provide. You might not have to do your own construction and demolition processing facility.

Mayor Jordan: We've had a request by one of the Council members not to vote on this resolution tonight. He is out of town. He wants to get as much public input as possible. The Water & Sewer Committee Chairman is not here as well. I would like to have a full Council when we vote on this since it is a major decision.

Tom Stone, Citizen expressed his concerns about the way recycling has to be sorted in bins at his home.

Sidney Conover, Benton County Solid Waste District Assistant Director stated the Benton County Regional Solid Waste Management District board and staff support single stream recycling. She spoke in favor of the resolution.

Kelly Mulholland, Citizen: It would be ironic in this effort to try to reach a better state of recycling and less solid waste by 2050 that we would actually go backwards and adopt something that is known to be less efficient.

Annie Latell, Citizen stated she supports more things being recycled. She favors the system currently in place. She stated she wished a pilot for dual stream had been considered.

Steve Parker stated he was in the pilot program. He believes there is confusion about what can be recycled. He believes more publicity is needed so citizens know the city is at 18% and need to get to 80%.

Gladys Tiffany stated she appreciated the study. She believes the drawback of the study is that it focused so much on single stream to the exclusion of other options.

Aubrey Shepherd believes there would have to be an incentive to get people to participate. He stated thinking that 80% is going to occur in 5 to 10 years is absurd.

Teresa Turk, 1408 West Cleveland stated she has been learning about the contamination rate and believes 15% seems a bit low. She wants to know the cost of Materials Recovery Facilities. She believes more education needs to be done by the City of Fayetteville.

JoAnne Olszewski, 102 East Elm stated she loves that she has a place to take yard waste, get compost, and recycle in Fayetteville. She doesn't understand how the city will get from 18% to 26% going single stream and organics.

Sarah Gossman, Citizen stated she has faith the system will work for Fayetteville. She believes single stream recycling can work.

Sarah Luebe, Ripple Glass stated her company partners with the city with glass recycling. She spoke about co-mingling of glass into the recycling stream. She urged Council to keep glass excluded from the single stream program.

Dot Neely, Ward 3 stated articles she has read speak more highly for source separation or curb sorting.

Andrea Fournet, 1214 North Shady Lane feels going single stream is moving backwards.

Dana Smith, Environmental Education Specialist for Fayetteville Public Schools spoke about food waste composting.

Adrian Shonfield, Farmers Table spoke about food waste composting.

Fran Alexander, Fox Hunter Road stated the city is trying to solve a social problem with an industrial solution. She spoke about recycling crew injuries.

Aubrey, Farmers Table spoke about food waste composting, restaurants recycling, and education. She stated there are a lot of options to consider before going to single stream.

Garnet Wise, Environmental Action Committee stated the committee supports the plan with the 80% goal. On a personal note he spoke about automated side loaders, manual side loaders, contamination, and education.

Taylor Bridges, University of Arkansas student spoke about educating U of A students to increase the recycling participation rates.

David Sager, Citizen stated curbside recycling statistics show there hasn't been measurable improvement towards meeting the goal over a 10 year period. He spoke about education and capacity.

Louise Mann, 629 Gray Avenue: Are you voting tonight?

Mayor Jordan: No.

Louise Mann stated she would like the names of the state of the art facilities. She spoke against single stream recycling. She requested to know what the resolution means when the Council votes.

Mayor Jordan: If the Council votes yes, then the whole plan is in effect. It doesn't mean we are going to do all the steps in it.

City Attorney Kit Williams: I drafted the resolution after reading the Chief of Staff's memo, which was approved by the Mayor, pointing out some problems and concerns they had about this whole study. The study has been presented from staff for the City Councils consideration. It doesn't mean the Chief of Staff, Mayor or Council are going to want to adopt all phases and parts of it. The resolution was drafted to indicate there are some concerns. It is possible the resolution will be amended.

Louise Mann: Do you vote it in and then make the amendments or do you amend it and then vote?

Mayor Jordan: The Council can make amendments before we ever vote on it.

City Attorney Kit Williams explained the amendment process.

Louise Mann requested information about recycling job postings.

Jeff Coles spoke about recycling job postings in the last six years at the City of Fayetteville.

Louise Mann: How many route people are we having turnover?

Terry Gulley, Transportation Services Director: 10 positions. 50% turnover rate.

Louise Mann spoke about making the job easier for the employees and education. She stated she had a problem with language used in the pilot, especially the word, diversion.

Robin Reed, Boston Mountain Solid Waste District believes the study is beneficial to the region.

Mayor Jordan: How come we began the study in April instead of February?

Brian Pugh, Waste Reduction Coordinator: I was trying to remember the start date of the pilot for the multi-family. I believe we did that for three months.

Robin Mitchell, The dates were April through June. It started later than the curbside because it took a little bit longer to get the multi-family complexes on board. The tonnage did drop off towards the end of the multi-family pilot, but if anything that would put data downwards. It would under estimate the benefit of single stream, not over estimate it.

Brian Pugh confirmed that it started on April 5th and ended on June 21st.

Mitch Kessler and Robin Mitchell gave a brief overview of the questions that were asked from the audience.

Mayor Jordan stated the resolution is a plan and it can be modified if a City Council member wants to amend it. He stated he has some concerns about contamination and cost.

A discussion followed about the cost of a Materials Recovery Facility.

Alderman Long read a fact from the Container Recycling Institute about an increase in plastic water bottles not being recycled. He stated the curbside program that is being done in Fayetteville is what communities should be doing in keeping recycling local. He believes this is our problem, not someone else's problem. He went on to talk about centralization of capital. He believes if you keep it clean, you keep your markets. He wants to keep transparency and control in the local community. He regrets voting for this study.

A discussion followed about procedural rules of passing the resolution.

Alderman Long moved to approve the resolution. Alderman Tennant seconded the motion. This resolution was not voted on to approve.

Alderman Tennant: I am not convinced that our aspirational goal is going to be improved greatly by going to single stream. Education is a key factor. I don't agree with the overall idea of single stream. The city staff are very intelligent and hardworking people, but they are busy. For us to throw a huge thing like this for them to figure out, is not fair to them.

Alderman Petty: What is our annual budget for education in this arena?

Brian Pugh: \$120,000 a year.

Alderman Petty: How long have we been doing that?

Brian Pugh: About three years.

Alderman Petty: We have spent more on education in the last three years than we have on this study.

Brian Pugh: Roughly the same.

Alderman Petty discussed when he partnered with the Fayetteville School District to design the green team program. He stated he is proud that it helped put recycling in most of the classrooms in the school district. He stated he is surprised about the tone of the discussion at the City Council meeting where people are taking an all or nothing approach. He talked about percentage rates of recycling in single family and multi-family homes. He believes more discussion needs to occur to address all the concerns.

Alderman Marsh gave a brief description of her educational background. She stated she strongly supports the plan of single stream. She believes it is very good for the community. She spoke about more citizens being able to participate and worker safety. She spoke about the change in demographics where people are moving away from single family homes in the suburbs to more compact living. She believes a better job is needed in reducing waste. She has confidence in the process of making decisions one at a time with public notice and public input to do things right.

Alderman Petty: I would like to table this indefinitely so that it doesn't fall off of the table at the end of the year. I would like the Water & Sewer Committee to review this and find a date when Kessler Consulting can return.

City Attorney Kit Williams: You need to make it date specific or it will automatically be denied on December 31, 2016.

Alderman Petty gave a brief description as to the reasons why he would want to table the item. He believes Kessler Consulting should be involved in the process.

City Attorney Kit Williams: \$300,000 was spent for this report. The report has some things that I am concerned about, but there is a lot of good stuff too. You might want to look at it in pieces.

Mayor Jordan: There are parts of this plan that are good, such as the food waste program.

Alderman Petty moved to table the resolution to the February 21, 2017 City Council meeting. Alderman Gray seconded the motion. Upon roll call the motion to table passed 4-3. Alderman Petty, Gray, Marsh, and Mayor Jordan voting yes. Alderman Tennant, Schoppmeyer, and Long voting no. Alderman La Tour and Kinion were absent.

This resolution was tabled to the February 21, 2017 City Council meeting.

RZN 16-5624 (SW Corner of Gregg Ave. & Drake St./Drake St. Holdings, LLC): An ordinance to rezone that property described in rezoning petition RZN 16-5624 for approximately 8.95 acres located at the southwest corner of Gregg Avenue and Drake Street from RMF-24, Residential Multi Family, 24 units per acre to CS, Community Services.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. Staff recommends approval. The Planning Commission voted 8-0 in favor of the request.

Ramsey Ball, Colliers International requested he is seeking support and believes it is good land use.

Alderman Long moved to suspend the rules and go to the second reading. **Alderman Petty** seconded the motion. Upon roll call the motion passed 6-0. **Alderman La Tour** and **Kinion** were absent.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. **Alderman Marsh** seconded the motion. Upon roll call the motion passed 6-0. **Alderman La Tour** and **Kinion** were absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. **Alderman La Tour** and **Kinion** were absent.

Ordinance 5934 as Recorded in the office of the City Clerk

VAC 16-5582 (41 E. North St./Andona Properties): An ordinance to approve VAC 16-5582 submitted by Andrea Fournet to vacate the unbuilt Pike Street right-of-way between Highland and Pollard Avenue.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. He stated the city wants to maintain easement through the area for drainage and water lines. The Planning Commission had a split vote of 5-3.

Andrea Fournet, 1214 North Shady Lane requested the support of the City Council to pass the ordinance.

Alderman Marsh: I have some concerns about this due to the split ruling of the Planning Commission. I want to go out and visit this site. I would like to hold it right here.

The ordinance was left on the First Reading

2017 Annual Budget and Work Program: A resolution to adopt the 2017 Annual Budget and Work Program.

Paul Becker, Chief Financial Officer gave a brief description of the resolution. He stated he feels it is affordable and will provide for efficient operations.

Alderman Tennant: How long have you been CFO of the city?

Paul Becker: 10 years.

Alderman Tennant: This is a balanced budget we are proposing?

Paul Becker: Yes

Alderman Tennant: How many years in a row of balanced budgets have we had?

Don Marr, Chief of Staff: Seven out of the last eight years.

Mayor Jordan: The only one that wasn't, was due to the recession.

Alderman Tennant: My point is, this is even more reason to pass this budget. It is so well thought out as far as the stewardship of the peoples' money. Thank you for your tremendous amount of work.

Paul Becker: We appreciate that. It is a combined effort with Mayor Jordan's leadership and City Councils' cooperation. All of staff works hard on the budget. Thank you.

Alderman Gray: This is an excellent budget. We have an excellent record that I am very proud of. I had some concerns at the first presentation because there were a couple of things I had hoped to see some increase in. One of those was more police vehicles. I want to see more money in the drainage line item. I want us to have a balanced budget and I couldn't find any place to take money out. If we have some windfall during the year, I will be bringing it back up. Our police force needs our very best and we need to be able to recruit. I am pleased to report we have 10 patrolmen who can take their vehicles home with them at night. Home storage of vehicles is a good idea and provides a lot of security for neighborhoods.

Don Marr: We have 17 that are eligible and do not have one. We have 10 that are out there.

Alderman Marsh: I had some interest areas that were not funded to the extent I wanted. I want to see us invest more in sidewalks. To build out everything on our sidewalk request list would take our crews 14 years. That is an unacceptable situation when growing a livable transportation network is one of our top goals. I have been over this budget and do not see any place to cut.

Don Marr stated a lot of time and effort goes into the budget. He thanked all city department directors and staff. He stated Paul Becker is an incredible asset to the city.

Alderman Marsh moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 6-0. Alderman La Tour and Kinion were absent.

Resolution 218-16 as recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: The Historic Bridge ribbon cutting has been canceled due to extreme cold weather. It will be rescheduled.

Badges and Bagels will be at the Senior Center at 9:00 a.m. on December 8, 2016. This is a time to meet members of our Police Department.

We have a table set up tonight. We are conducting a Star Community Survey to seek input.

Mayor Jordan thanked the City Council for their good work on the large agenda.

City Council Agenda Session Presentations:

Agenda Session Presentation - Seven Hills Homeless Center Presentation

City Council Tour: None

Adjournment: 10:39 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer



OFFICE OF THE
CITY ATTORNEY

*Added at the 12-20-16
City Council meeting*

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

**TO: Mayor Jordan
City Council**

CC: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: December 15, 2016

RE: Resolution to support contributions for Seven Hills

I was asked to draft the enclosed Resolution by Alderman Justin Tennant to express the City Council's support for the Seven Hills mission to assist our homeless population. Enclosed is the proposed Resolution which Alderman Tennant will probably seek to walk on to the December 20th meeting.

The City Council will have to suspend the rules by a two thirds vote (6 affirmative votes) to place this Resolution on the Agenda. Then the Resolution would require five affirmative votes to pass.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S SUPPORT FOR THE SEVEN HILLS MISSION TO ASSIST THE FAYETTEVILLE HOMELESS POPULATION AND TO REQUEST OUR CITIZENS TO HONOR THIS SEASON OF GIVING WITH A GENEROUS CONTRIBUTION TO SEVEN HILLS

WHEREAS, Seven Hills through its homeless shelter and transitional housing program has long provided vital assistance and care for Fayetteville's homeless population; and

WHEREAS, the City of Fayetteville has chosen to provide support to Seven Hills by leasing its property for Seven Hills' transitional housing south of Huntsville Road and will provide some building maintenance and utility expense help to Seven Hills; and

WHEREAS, new leadership of Seven Hills has reenergized its vital outreach and service programs for our homeless, but is in need of more community support.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby expresses its support for the Seven Hills mission to assist the Fayetteville homeless population and to request our citizens to honor this season of giving by making a generous contribution to Seven Hills.

PASSED and APPROVED this 20th day of December, 2016.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

Added at the 12-20-16
City Council meeting

ORDINANCE NO.

AN ORDINANCE TO REPEAL § 97.083 SOLICITING ALMS AND TO AMEND § 97.086 VENDING AND PEDDLING (A) OF THE FAYETTEVILLE CODE

WHEREAS, recent Federal Courts have invalidated many state and local restrictions upon begging and soliciting funds as a supposed violation of the First Amendment's Freedom of Speech.

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 repeals § 97.083 **Soliciting Alms** of the Fayetteville Code.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 97.086 **Vending and Peddling** (A) by repealing it in its entirety and enacting a replacement (A) as shown below:

"A. General Prohibition of Selling in City Parks. No person or business shall within a city park sell anything."

PASSED and APPROVED this 3rd day of January, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. 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
Paul Becker, Finance Director
Connie Edmonston, Parks & Recreation Director

FROM: Kit Williams, City Attorney

DATE: December 20, 2016

RE: Repeal of § 97.083 Soliciting Alms
Amendment of § 97.086 Vending and Peddling

ACLU of Arkansas recently won a § 1983 Civil Rights case in Federal Court to invalidate the State's anti-begging law (part of the Loitering statute). Many other Federal Courts have invalidated other anti-begging laws as supposed violations of Free Speech. I understand that the ACLU is combing through city codes to challenge any begging restrictions.

I have already presented revised code sections to remove all "soliciting" regulations related to highways and city streets. I also need to request you repeal § 97.083 **Soliciting Alms** "No person in a park shall solicit alms or contributions for any purpose whether public or private." This has been in the Fayetteville Code since 1965, but now offends the United States Supreme Court's absolutist interpretations of Freedom of Speech and thus must be repealed before we get sued.

I also recommend we amend § 97.086 **Vending and Peddling** to rewrite its General Prohibitions to remove all speech references such as "offer for sale" from it. The broad restrictions in our current code section made sense in an attempt to keep such commercialism out of our public parks, but are now liabilities to the enforceability of the code section. Thus, I recommend we simply prohibit the commercial action of exchanging money for something to move as far as possible from the regulation of speech.

Legistar ID No.: 2016-0671

AGENDA REQUEST FORM

FOR: Council Meeting of January 3, 2017

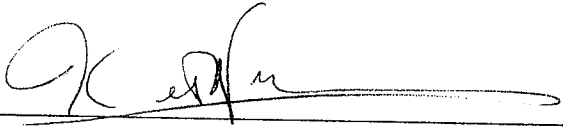
FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL § 97.083 **SOLICITING ALMS** AND TO AMEND
§ 97.086 **VENDING AND PEDDLING (A)** OF THE FAYETTEVILLE CODE

APPROVED FOR AGENDA:



City Attorney Kit Williams

December 20, 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
Paul Becker, Finance Director
Connie Edmonston, Parks & Recreation Director

FROM: Kit Williams, City Attorney

DATE: December 20, 2016

RE: **Repeal of § 97.083 Soliciting Alms**
Amendment of § 97.086 Vending and Peddling

ACLU of Arkansas recently won a § 1983 Civil Rights case in Federal Court to invalidate the State's anti-begging law (part of the Loitering statute). Many other Federal Courts have invalidated other anti-begging laws as supposed violations of Free Speech. I understand that the ACLU is combing through city codes to challenge any begging restrictions.

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I also recommend we amend § 97.086 **Vending and Peddling** to rewrite its General Prohibitions to remove all speech references such as "offer for sale" from it. The broad restrictions in our current code section made sense in an attempt to keep such commercialism out of our public parks, but are now liabilities to the enforceability of the code section. Thus, I recommend we simply prohibit the commercial action of exchanging money for something to move as far as possible from the regulation of speech.

ORDINANCE NO.

AN ORDINANCE TO REPEAL § 97.083 SOLICITING ALMS AND TO AMEND § 97.086 VENDING AND PEDDLING (A) OF THE FAYETTEVILLE CODE

WHEREAS, recent Federal Courts have invalidated many state and local restrictions upon begging and soliciting funds as a supposed violation of the First Amendment's Freedom of Speech.

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 repeals § 97.083 **Soliciting Alms** of the Fayetteville Code.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 97.086 **Vending and Peddling (A)** by repealing it in its entirety and enacting a replacement (A) as shown below:

"A. General Prohibition of Selling in City Parks. No person or business shall within a city park sell anything."

PASSED and **APPROVED** this 3rd day of January, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. 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: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: December 15, 2016

RE: Amendment to Master Street Plan

I misread the Planning Department's memo when I drafted the original Resolution. Attached is the corrected Resolution. This item will need to be removed from Consent and amended to the attached resolution before passage.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A MASTER STREET PLAN AMENDMENT TO REMOVE A PORTION OF AN UNNAMED, UNBUILT PROPOSED COLLECTOR STREET FROM PERSIMMON STREET SOUTH APPROXIMATELY ONE-HALF MILE AS SHOWN ON EXHIBIT A OF THE PLANNING DEPARTMENT'S MEMO

WHEREAS, the Planning Staff and Planning Commission have recommended the removal of a portion of an unnamed, unbuilt proposed Collector Street which would have had to cross Owl Creek.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the Master Street Plan to remove a portion of an unnamed, unbuilt proposed collector street from Persimmon Street south approximately one-half mile as shown on Exhibit A of the Planning Department's memo.

PASSED and APPROVED this 20th day of December, 2016.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 13, 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

1. [2016-0565](#)

ALDERMAN MARTIN W. SCHOPPMAYER JR. RECOGNITION

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 [2015-0661](#)

APPROVAL OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0621](#)

FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100.00 REPRESENTING DONATION REVENUE FROM NEWK'S EATERY TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:

[FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE](#)

[BA FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE](#)

A. 3 [2016-0528](#)**2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2016 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM 50/50 MATCHING GRANT AWARD IN THE TOTAL AMOUNT OF \$186,496.00, OF WHICH \$67,680.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$73,696.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$45,120.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD](#)
 [BA_2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD](#)

A. 4 [2016-0611](#)**2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2016 INTERNET CRIMES AGAINST CHILDREN \(ICAC\) GRANT AWARD](#)
 [BA_2016 INTERNET CRIMES AGAINST CHILDREN \(ICAC\) GRANT AWARD](#)

A. 5 [2016-0612](#)**FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$63,682.00 RECOGNIZING REVENUE ASSOCIATED WITH FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

Attachments: [FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES](#)
 [BA_FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES](#)

A. 6 [2016-0632](#)**2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:**

A RESOLUTION TO APPROVE THE EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH WASHINGTON COUNTY, ARKANSAS INCREASING THE BOOKING FEE FROM \$60.00 TO \$62.00 PER PRISONER IN 2017

Attachments: [2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT](#)

A. 7 [2016-0618](#)**FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,515.00 RECOGNIZING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER RECOGNITION

Attachments:[FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE](#)[BA_FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE](#)**A. 8** [2016-0619](#)**DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:**

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

Attachments:[DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT](#)[City Attorney Memo District Court Fines](#)**A. 9** [2016-0537](#)**BID 16-50 PIANALTO CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. 16-50 AND AUTHORIZE A CONTRACT WITH PIANALTO CONSTRUCTION, INC. OF TONTITOWN, ARKANSAS IN THE AMOUNT OF \$156,937.00 FOR CONSTRUCTION OF THE TRANSPORTATION SALT STORAGE FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00

Attachments:[BID 16-50 PIANALTO CONSTRUCTION](#)

A. 10 [2016-0608](#)**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$27,167.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FROM APRIL THROUGH OCTOBER 2016

Attachments: [ANIMAL SERVICES DONATION REVENUE](#)
 [BA_ANIMAL SERVICES DONATION REVENUE](#)

A. 11 [2016-0624](#)**HOGWASH CARWASH, LLC:**

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH HOGWASH CARWASH, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF EAST HUNTSVILLE ROAD BETWEEN SOUTH ERIKA AVENUE AND SOUTH SEVEN HILLS DRIVE AT A TOTAL COST OF \$8,232.00

Attachments: [HOGWASH CARWASH, LLC](#)

A. 12 [2016-0626](#)**MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:**

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

Attachments: [MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5](#)
 [BA_MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5](#)

A. 13 [2016-0551](#)**CITY HALL AUDIO-VISUAL RENOVATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,921.00 CONSOLIDATING THREE PROJECT ACCOUNTS RELATED TO THE CITY HALL AUDIO-VISUAL RENOVATION PROJECT AND TO APPROVE A CHANGE ORDER FOR ACCOUNTING PURPOSES

Attachments: [CITY HALL AUDIO-VISUAL RENOVATION](#)
[BA_BUDGET_ADJUSTMENT_FORM_LEGISTAR_3_SMC2](#)

A. 14 [2016-0628](#)**BID NO. 16-63 T-N-T, INC.:**

A RESOLUTION TO AWARD BID NO. 16-63 AND AUTHORIZE A CONTRACT WITH T-N-T, INC. OF VAN BUREN, ARKANSAS IN THE AMOUNT OF \$97,560.00 FOR CONSTRUCTION OF AN ACCESS DRIVE, CURB AND GUTTER, AND PARKING IMPROVEMENTS AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,756.00

Attachments: [BID NO. 16-63 T-N-T, INC.](#)

A. 15 [2016-0630](#)**RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:**

A RESOLUTION TO AWARD RFP NO. 16-08 AND AUTHORIZE A CONTRACT WITH ACS PLAYGROUND ADVENTURES, INC. IN THE AMOUNT OF \$506,500.00 FOR THE DEMOLITION AND REMOVAL OF OLD PLAYGROUND EQUIPMENT AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT, INCLUDING THE DAVID LYLE BAYYARI MUSIC PLAYGROUND, AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,650.00

Attachments: [RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.](#)

A. 16 [2016-0617](#)**PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):**

A RESOLUTION TO APPROVE A MASTER STREET PLAN AMENDMENT TO REMOVE A PORTION OF AN UNNAMED, UNBUILT PROPOSED COLLECTOR STREET FROM PERSIMMON AVENUE TO HOLLAND DRIVE

Attachments: [PPL 16-5641 \(SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II\)](#)

A. 17 [2016-0610](#)**COMPENSATION FOR ELECTED OFFICIALS:**

A RESOLUTION TO ALLOW THE CITY ATTORNEY AS ALL OTHER CITY EMPLOYEES WHO HAVE ATTAINED THEIR TOP SALARY RANGE TO RECEIVE A ONE TIME SERVICE AWARD

Attachments: [COMPENSATION FOR ELECTED OFFICIALS](#)

B. Unfinished Business:**B. 1** [2016-0445](#)**APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:**

A RESOLUTION TO GRANT THE APPEAL OF TIM BRISIEL OF LEGACY VENTURES AND TO APPROVE LARGE SCALE DEVELOPMENT 16-5488 MACEY DRIVE TOWNHOMES

Attachments: [APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES](#)

At the October 18, 2016 City Council Meeting this resolution was tables to November 1, 2016. At the November 1, 2016 City Council Meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council Meeting this resolution was tabled to December 6, 2016. At the December 6, 2016 City Council Meeting this resolution was tabled to December 20, 2016.

B. 2 [2016-0520](#)**AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION:**

AN ORDINANCE TO AMEND § 33.350 **PURPOSE AND ESTABLISHMENT** AND § 33.351 **COMPOSITION** OF ARTICLE XXIII **ACTIVE TRANSPORTATION ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

(LEFT ON THE SECOND READING)

Attachments: [AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION](#)

At the December 6, 2016 City Council Meeting this ordinance was left on the second reading. At the November 15, 2016 City Council Meeting this ordinance was left on the first reading.

B. 3 [2016-0525](#)**VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES):**

AN ORDINANCE TO APPROVE VAC 16-5582 SUBMITTED BY ANDREA FOURNET TO VACATE THE UNBUILT PIKE STREET RIGHT-OF-WAY BETWEEN HIGHLAND AND POLLARD AVENUE

(LEFT ON FIRST READING)

Attachments: [VAC 16-5582 \(41 E. NORTH ST./ANDONA PROPERTIES\)](#)

At the December 6, 2016 City Council Meeting this ordinance was left on first reading.

C. New Business:

C. 1 [2016-0604](#)**THE BELFORD GROUP:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE (1) YEAR CONTRACT WITH THE BELFORD GROUP WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR TERMS TO PROVIDE ONLINE RECREATION PROGRAM REGISTRATION AND PAVILION RESERVATIONS TO RESIDENTS AND VISITORS AT NO COST TO THE CITY

Attachments: [THE BELFORD GROUP](#)

C. 2 [2016-0613](#)**STORMWATER EDUCATION AGREEMENT:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

Attachments: [STORMWATER EDUCATION AGREEMENT](#)

C. 3 [2016-0635](#)**AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:**

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** BY ENACTING A NEW SUBSECTION (4) TO (B) *REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR COMPENSATION*

Attachments: [AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS](#)

C. 4 [2016-0609](#)**STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED:**

AN ORDINANCE TO REPEAL § 74.04 **HITCHHIKING PROHIBITED** AND ENACTING A NEW § 74.04 **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED** AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

Attachments: [STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED](#)

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

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. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0565

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 1.

ALDERMAN MARTIN W. SCHOPPMAYER JR. RECOGNITION



City of Fayetteville, Arkansas

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

Text File

File Number: 2015-0661

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0621

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100.00 REPRESENTING DONATION REVENUE FROM NEWK'S EATERY TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$100.00 to recognize donation revenue from Newk's Eatery to the Fayetteville Fire Department for the annual employee service awards event.

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

City of Fayetteville Staff Review Form

2016-0621

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/1/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a budget adjustment in the amount of \$100.00 to recognize donation revenue from Newk's Eatery to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

Budget Impact:

1010.300.3020-5329.00		General	
Account Number		Fund	
36029/1		Donations-Fire	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ 4,170.00
		Funds Obligated	\$ 1,150.05
		Current Balance	\$ 3,019.95
Does item have a cost?	NA	Item Cost	
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 100.00
		Remaining Budget	\$ 3,119.95

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

TO: Mayor Lioneld Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: December 1, 2016

SUBJECT: Recognition and acceptance of donation to Fayetteville Fire Department

RECOMMENDATION:

A resolution approving a budget adjustment in the amount of \$100.00 to recognize donation revenue from Newk's Eatery to be allocated for funding of the Fayetteville Fire Department's annual employee service awards event.

DISCUSSION:

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

BUDGET/STAFF IMPACT:

These funds have been deposited into revenue account number 1010.900.0001-4809.00 36029/1—Donations and will be reallocated to expense account number 1010.300.3020-5329.00 36029/1—Employee Recognition upon City Council approval to recognize and accept this donation.

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2016	FIRE (300)	
	Requestor: Granville Wynn	

Approve Budget Adjustment to recognize \$100.00 in donation revenue to be allocated towards funding of the Fire Department employee service awards event.

	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0621
		Barbara Fell
		12/2/2016 7:38 AM
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0528

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2016 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM 50/50 MATCHING GRANT AWARD IN THE TOTAL AMOUNT OF \$186,496.00, OF WHICH \$67,680.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$73,696.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$45,120.00 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 Body-Worn Camera Implementation Program 50/50 matching grant award in the total amount of \$186,496.00, of which \$67,680.00 will be used by the Fayetteville Police Department, with \$73,696.00 to be disbursed to the City of Springdale and \$45,120.00 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

2016-0528

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor

11/28/2016

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of a multi-jurisdictional grant award to Fayetteville, Springdale, and Washington County from the 2016 Body-Worn Camera Pilot Implementation Program with grant funding in the amount of \$186,496, approval of the attached cooperative agreement, and budget adjustment. Furthermore, this grant requires each agency to proportionately match 50% in-kind and/or cash funds.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

TBD

Body Worn Camera Grant

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 \$ 186,496.00

Remaining Budget \$ 186,496.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

TO: Mayor Lioneld Jordan and City Council Members

FROM: Greg Tabor, Chief of Police 

DATE: November 28, 2016

SUBJECT: 2016 Body-Worn Camera Pilot Implementation Program Grant Award

RECOMMENDATION:

Staff recommends acceptance of a multi-jurisdictional grant award to Fayetteville, Springdale, and Washington County from the 2016 Body-Worn Camera Pilot Implementation Program with grant funding in the amount of \$186,496, approval of the attached cooperative agreement, and budget adjustment. Furthermore, this grant requires each agency to proportionately match 50% in-kind and/or cash funds.

BACKGROUND:

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is the funding agency for the 2016 Body-Worn Camera Partnership Program. This program furthers the DOJ's mission by supporting the safe and fair administration of justice. Law enforcement agencies across the country are using body-worn cameras (BWCs) as a promising tool to improve law enforcement interactions with the public. At times, BWCs may provide a visual and audio record of interactions. Some preliminary evidence indicates the presence of BWCs helps strengthen accountability and transparency, which might assist in deescalating conflicts, resulting in more constructive encounters between the police and members of the community.

DISCUSSION:

The Fayetteville Police Department will be the fiduciary agency for this grant award in the amount of \$186,496. Fayetteville was awarded \$67,680, Springdale was awarded \$73,696, and Washington County was awarded \$45,120 in grant funds. Each agency will be responsible for meeting their own matching requirements. By this requirement, Fayetteville will be required to match \$67,680 for a total City of Fayetteville only project portion of \$135,360. Grant funds will partially fund the BWC program and training. It's anticipated any increase in digital media storage capacity needed to implement a BWC Program must be purchased using local funds. These funds are currently budgeted within our Police Impact Fees project.

BUDGET/STAFF IMPACT:

Police Impact Fees will be used for meeting the local matching requirements of \$67,680. This grant award has no impact on our current staffing levels.

Attachments:

Budget Adjustment
Cooperative Agreement



U.S. Department of Justice
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 26, 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 Body-Worn Camera Policy and Implementation Program: Implementation or Expansion of BWC Programs for Large Agencies in the amount of \$185,496 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, Flora D. Lawson, Program Manager at (202) 305-9216; 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,

Karol Virginia Mason
Assistant Attorney General

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

September 26, 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 (EEOs) (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 EEO (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 EEOSubmission@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	Cooperative Agreement	PAGE 1 OF 12																
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Fayetteville 100 A. West Rock Street Fayetteville, AR 72701-6069	4. AWARD NUMBER: 2016-BC-BX-K082 5. PROJECT PERIOD: FROM 10/01/2016 TO 09/30/2018 BUDGET PERIOD: FROM 10/01/2016 TO 09/30/2018																	
2a. GRANTEE IRS/VENDOR NO. 716018482	6. AWARD DATE 09/26/2016	7. ACTION Initial																
2b. GRANTEE DUNS NO. 075657742	8. SUPPLEMENT NUMBER 00																	
3. PROJECT TITLE 2016 Multi-jurisdictional Implementation of Body-Worn Camera Pilot Program	9. PREVIOUS AWARD AMOUNT \$ 0																	
10. AMOUNT OF THIS AWARD \$ 186,496																		
11. TOTAL AWARD \$ 186,496																		
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 - Body-Worn Camera Program) Pub. L. No. 114-113, 129 Stat 2242, 2308																		
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.835 - Body Worn Camera Policy and Implementation Program																		
15. METHOD OF PAYMENT GPRS																		
AGENCY APPROVAL GRANTEE ACCEPTANCE																		
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karel Virginia Mason Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Lionel Jordan Mayor																	
17. SIGNATURE OF APPROVING OFFICIAL <i>Karel V. Mason</i>	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE																
AGENCY USE ONLY																		
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse; font-size: small;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. OFC.</th> <th>REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>BC</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>186496</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT	X	B	BC	80	00	00		186496	21. RBCUGT1437
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	REG.	SUB.	POMS	AMOUNT											
X	B	BC	80	00	00		186496											

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 12

PROJECT NUMBER 2016-BC-BX-K082

AWARD DATE 09/26/2016

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.

Initial



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 3 OF 12

PROJECT NUMBER 2016-BC-BX-K082

AWARD DATE 09/26/2016

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.

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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>.

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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.

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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>.

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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.

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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 award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

24. 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.

25. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

26. 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.

27. 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).

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28. 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.
29. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (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 OJP 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 OJP for providing the requested documents. Failure to cooperate with OJP'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).
30. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

31. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

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32. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2016-BC-BX-K082 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
33. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.
34. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
35. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
36. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.

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37. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.

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38. The recipient is authorized to obligate, expend, or draw down funds in an amount not to exceed 10% of this award for the sole purpose of developing a Body-Worn Camera (BWC) policy. The BWC policy must be submitted no later than 180 days of award acceptance, unless an extension for good cause shown has been granted by BJA. The recipient is not authorized to incur any additional obligations, make any additional expenditures, or draw down any additional funds until BJA has approved the recipient's completed BWC policy and has issued a Grant Adjustment Notice (GAN) removing this condition.
39. 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.
40. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Program Narrative portion of the application and has issued a Grant Adjustment Notice (GAN) informing the recipient of the approval.
41. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed \$15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

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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: Categorical Exclusion for City of Fayetteville

Awards under this program will be used to plan or implement a body worn camera program. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

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 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY Cooperative Agreement	
	PROJECT NUMBER 2016-BC-BX-K082	PAGE 1 OF 1
This project is supported under FY16(BJA - Body-Worn Camera Program) Pub. L. No. 114-113, [29 Stat 2242, 2308]		
1. STAFF CONTACT (Name & telephone number) Flora D. Lawson (202) 305-9216	2. PROJECT DIRECTOR (Name, address & telephone number) Willie Newman Assistant Support Services Manager 113 West Mountain Street Fayetteville, AR 72701 (479) 587-3579	
3a. TITLE OF THE PROGRAM BJA FY 16 Body-Worn Camera Policy and Implementation Program: Implementation or Expansion of BWC Programs for Large Agencies		3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
4. TITLE OF PROJECT 2016 Multi-jurisdictional Implementation of Body-Worn Camera Pilot Program		
5. NAME & ADDRESS OF GRANTEE City of Fayetteville 100 A. West Rock Street Fayetteville, AR 72701-6069	6. NAME & ADDRESS OF SUBGRANTEE	
7. PROGRAM PERIOD FROM: 10/01/2016 TO: 09/30/2018	8. BUDGET PERIOD FROM: 10/01/2016 TO: 09/30/2018	
9. AMOUNT OF AWARD \$ 186,496	10. DATE OF AWARD 09/26/2016	
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 Body Worn Camera Policy and Implementation program (BWC PIP) provides funding to limited public agencies (i.e., states, units of local government, (including tribal government, recognized by the Secretary of the Interior), combinations of such states or units, or any department, agency, or instrumentality of the foregoing), that perform criminal justice functions; and national and regional public and private entities, including for-profit (commercial) and nonprofit organizations (including tribal nonprofit or for-profit organizations), faith-based and community organizations, and institutions of higher education (including tribal institutions of higher education) that support initiatives to improve the functioning of the criminal justice system. For-profit organizations must agree to forgo any profit or management fee. The BWC PIP, funded under the 2016 Department of Justice Appropriations Act (P.L. 114-113), will support the implementation of body-worn camera programs in law enforcement agencies across the country. The intent of the program is help agencies develop, implement, and evaluate a BWC program as one tool in a law		

OJP FORM 4000/2 (REV. 4-88)

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enforcement agency's comprehensive problem solving approach to enhance officer interactions with the public and build community trust. Elements of such an approach include: Implementation of a BWC program developed in a planned and phased approach; Collaboration that leverages partnerships with cross-agency criminal justice stakeholders including prosecutors and advocacy organizations; Implementation of appropriate privacy policies; Implementation of operational procedures and tracking mechanisms; Training of officers, administrators, and associated agencies requiring access to digital multimedia evidence (DME); Adoption of practices and deployment of BWC programs appropriately addressing operational requirements.

CA/NCF

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City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2016	Division /Org2 POLICE (200) Requestor: W. Newman	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Establish a revenue and expense budget in project accounting for the 2016 Body Worn Camera Pilot Implementation Program grant award.

RESOLUTION/ORDINANCE	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0528
	<i>Barbara Fell</i>	
	11/30/2016 10:58 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		321,856	321,856				v.20161021
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.200.2920-4309.01	-	186,496	31606		RE	**Federal Grants - Operational	
1010.200.2920-5210.00	135,360	-	31606		EX	Minor Equipment - :	
1010.200.2920-5737.00	73,696	-	31606		EX	Transfer to - Springdale	
1010.200.2920-5738.00	45,120	-	31606		EX	Transfer to - Washington County Sheriff	
2300.200.9300-4421.02	-	67,680	07001	3	RE	Impact Fee - Police	
2300.200.9300-7602.01	67,680	-	31606		EX	**Transfers To Funds - General	
1010.200.2920-6602.30	-	67,680	31606		RE	**Transfer from Fund - Impact Fee	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0611

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$10,000.00, 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 acceptance of a non-matching grant from the Internet Crimes Against Children Task Force Program in the amount of \$10,000.00.

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, recognizing the grant revenue.

City of Fayetteville Staff Review Form

2016-0611

Legistar File ID

12/20/2016

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

Greg Tabor

11/30/2016

**Police /
Police Department
Division / Department**

Submitted By

Submitted Date

Action Recommendation:

Acceptance and approval of the 2016 Internet Crimes Against Children (ICAC) grant award and budget adjustment in the amount of \$10,000.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

36033-2016

Police ICAC Grant - 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 \$ 10,000.00

Remaining Budget \$ 10,000.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



STAFF MEMO

TO: Mayor Lioneld Jordan and City Council
FROM: Greg Tabor, Chief of Police 
DATE: November 30, 2016
SUBJECT: Acceptance of 2016 Internet Crimes Against Children Grant Award

RECOMMENDATION:

Staff recommends acceptance of the 2016 Internet Crimes Against Children (ICAC) grant award for non-matching grant funds and approval of a budget adjustment in the amount of \$10,000.

BACKGROUND:

The Arkansas State Police (ASP) has provided periodic grant funding in support of ICAC investigative activities since 2007. Historically, Fayetteville has been very successful in obtaining ICAC funding as it becomes available. In 2013, we became a member in the multi-jurisdictional Northwest Arkansas ICAC Task Force, and assigned a full time investigator from our Special Investigation Unit to participate in the Task Force.

DISCUSSION:

Grant funds are an essential part of ICAC investigations due to the continuous changes in technology and digital data. ICAC investigations require intricate training, complex computer systems and digital forensic software to proactively investigate the exploitation of our children. We must continually upgrade this training, hardware, and software to maintain any technological advantage. This grant funding supplements local funds to ensure timely upgrades are available to our investigators.

BUDGET/STAFF IMPACT:

The expense and revenue budgets will increase in an amount equal to the grant award of \$10,000. There is no staff impact associated with this grant award.

Attachments:

Budget Adjustment
ICAC Grant Award



Asa Hutchinson
Governor

State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

October 31, 2016

ARKANSAS STATE POLICE COMMISSION

Frank Guinn, Jr.
Chairman
Paragould

Dr. Lewis Shepherd
Vice-Chairman
Arkadelphia

John Allison
Secretary
Conway

Bob Burns
Little Rock

Jane Dunlap Christenson
Harrison

Neff Basore
Bella Vista

Bill Benton
Heber Springs

Fayetteville Police Department
100-A West Rock Street
Fayetteville, AR 72702

Re: Subaward Notification
Subaward Number: ICAC16-03

On behalf of the Arkansas State Police, it is my pleasure to inform you that your application for funding in the amount of \$10,000 under the Internet Crimes Against Children Task Force Cooperative Agreement, Grant Number 2016 MC CX K013 has been approved for the award period of November 1, 2016 through May 31, 2017.

This award is subject to all administrative and financial requirements and all other special conditions outlined in your Memorandum of Understanding and Subaward Agreement.

If you have questions regarding this award, please contact:

Ronda Barentine
Grants Specialist
501-618-8373

or

Mae Humphries
Grants Manager
501-618-8583

Congratulations. We look forward to working with you.

Sincerely,

William J. Bryant

Enclosures:

Subaward Agreement with Special Conditions
Approved Subaward Budget Detail Worksheet

SUBAWARDS SPECIAL CONDITIONS

2016-MC-FX-K013

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. 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.

3. 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).

4. 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.

5. 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.

6. 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.

7. 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").

8. 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>.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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>.

14. 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.

15. 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.

16. Prior to the expenditure of confidential funds, the recipient and any subrecipients agree to sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in the OJP Financial Guide.

17. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

18. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") 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 (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP 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, including its reporting requirement, does not apply to an award 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).

19. The recipient agrees to submit quarterly reports to OJP that set forth the following:

Prosecution performance measures of the lead task force agency and any affiliates receiving \$20,000 or more in subrecipient funding per project period year, including-

- 1) the number of prosecutions for Internet crimes against children;
- 2) whether the prosecution resulted in a conviction for such crime; and
- 3) the sentence and the statutory maximum for such crime under State law.

APPROVED SUBWARD BUDGET FOR
FAYETTEVILLE POLICE DEPARTMENT
AWARD# ICAC16-03

Travel – Itemize travel expenses of ARICAC personnel by training. Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X meals). Identify the location of travel, if known; or if unknown, indicate “location to be determined.” For your lodging and meal computations refer to GSA: www.gsa.gov

TRAINING/TUITION

Computation

Purpose of Travel	Location	Item	Estimated Cost Per Person	Number of Trips	Number of Days	Number of Travelers	Total Estimated Cost
SQLite Forensics	Largo, FL	Airfare (baggage)	600.00	1	3	1	600.00
		Lodging	114.00	1	3	1	342.00
		Meals					
		Ground Transportation	50.00	1		1	50.00
		Other (parking)					
		Tuition/Registration	2,995.00	1		1	2,995.00
		Total of Trip					3,987.00

TRAINING JUSTIFICATION

SQLite forensics is an increasingly vital aspect of both iOS/Android mobile device forensics and Windows/Mac computer forensics. SQLite databases are widely used by numerous platforms to store data that is often key to a successful forensic examination. We currently have no one in the NWARICAC Task Force who is well versed in SQLite forensics. The class runs Dec. 5th – 7th of 2016.

SUPPLIES - Listed are the items to be purchased. Supplies are items of tangible personal property that are not equipment.

SUPPLIES

COMPUTATION

ITEM	QUANTITY	COST	TOTAL COST
XRY XAMN Horizon Link Analysis Software	1	835.00	835.00
EnCase Portable Computer Forensic Software	1	258.00	258.00
Blackbag Mobilyze Mobile Device Forensic Software	1	150.00	150.00
		TOTAL COST	1,243.00

SUPPLIES JUSTIFICATION

XRY Horizon Link Analysis software is an add-on to the XRY mobile device forensic software we already use. Horizon gives the user the ability to "connect the dots" by analyzing as many as 100 mobile device extractions simultaneously and linking common telephone numbers, text messages, etc. in order to determine who contacted whom and the dates and times they were contacted. EnCase Portable forensic software allows for EnCase to be easily used in the field (e.g. search warrants) to more quickly preview computers for evidence and to also capture the RAM and live system data from the computer.

The BlackBag Mobilyze forensic software is specifically for use in the field for quick access to and data extraction from iOS and Android mobile devices. It is an add-on to my current BlackLight software license. The price of \$150.00 includes an unlimited number of software licenses so every member of the NWA ICAC Task Force could have their own version of Mobilyze. Mobilyze would replace the Lantern mobile device software which has expired and will not be renewed.

RECURRING COST – Listed recurring costs.

RECURRING COST

COMPUTATION

ITEM	QUANTITY	COST	TOTAL COST
XRY License Renewal	1 year	2,995.00	2,995.00
IEF License Renewal	1 year	925.00	925.00
Blacklight License Renewal	1 year	850.00	850.00
		TOTAL COST	4,770.00

RECURRING JUSTIFICATION

The XRY forensic software was purchased for the Fayetteville ICAC affiliate through the ASP ICAC grant approximately 4 years ago. The license renewal allows XRY to update to the most recent version and allows for technical support from MSAB, Inc. The IEF forensic software was purchased for the Fayetteville ICAC affiliate during the last budget cycle through the ASP ICAC grant. The license renewal allows IEF to update to the most recent version and allows for technical support from Magnet Forensics.

The BlackLight forensic software was purchased for the Fayetteville ICAC affiliate during the last budget cycle through the ASP ICAC grant. The license renewal allows BlackLight to update to the most recent version and allows for technical support from BlackBag Technology.

AGENCY CATEGORY TOTALS	
TRAVEL	3,987.00
EQUIPMENT	
SUPPLIES	1,243.00
RECURRING COSTS	4,770.00
GRAND TOTAL	\$ 10,000



State of Arkansas

ARKANSAS STATE POLICE

1 State Police Plaza Drive Little Rock, Arkansas 72209-4822 www.asp.arkansas.gov

"SERVING WITH PRIDE AND DISTINCTION SINCE 1935"



William J. Bryant
Director

Internet Crimes Against Children Subaward Agreement

Federal Award Number: 2016-MC-FX-K013 Federal Award Date: 9/27/2016
(ICAC16)

Subaward Number ICAC16-03 is entered into between the Arkansas State Police herein after referred to as the ASP and the Recipient as indicated below.

I. RECIPIENT INFORMATION:

Name: Fayetteville Police Department

Address: 100-A West Rock Street

City: Fayetteville

State: AR

Zip Code: 72701

Employer Identification Number or Social Security Number: 71-6018462

AASIS Vendor # 100036504

DUNS #(s) 075657742

Recipient Contact Name, Title, & Phone:

Captain William Brown (479) 587-3500

ASP Division/Office Contact Name, Title, & Phone:

Ronda Barentine, Grant Specialist (501) 618-8373

II. GRANT PERIOD:

This agreement will begin on November 1, 2016 and will end on May 31, 2017

In no event shall the initial term of the grant extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

III. AMOUNT AND SOURCE OF FUNDS:

Regardless of any other provision of this grant, or any costs or obligations of the Recipient, the liability of payment by the ASP to the Recipient under this grant shall be subject to the limits specified below:

FUND	FUND CENTER	COMMITMENT ITEM	COST CENTER	GENERAL LEDGER	WBS	INTERNAL ORDER	AMOUNT
FLA8402	521	501:00:04	456893	5100001000	F.0960.ICAC-16-S		\$ 10,000

Total Grant Amount: \$10,000

Method of Payment: Reimbursement – Payment for allowable costs that have been paid for by the Recipient during the above grant period.

Invoice forms and backup documentation are to be submitted to the ASP by the 10th of the subsequent month in which activities are completed and expenditures are incurred.

IV. OBJECTIVE AND SCOPE:

CFDA Number 16.543

Title of Grant OJJDP- Internet Crimes Against Children Arkansas Task Force

Grant Status: ☒ Discretionary

☐ Discretionary, but exempt

☐ Non-Discretionary

If Discretionary but exempt, indicate reason for exemption

Purpose of Grant: To enhance investigative and forensic efforts in support of the Arkansas Internet Crimes Against Children (ICAC) Task Force.

All parties agree that the following attachments contain the objective and scope and are hereby made a part of this grant. These attachments may not be altered or modified without a written amendment signed by all parties.

Attachment No.	Description
1	Approved Budget Worksheet
2	Special Conditions
3	

V. CANCELLATION:

- A. The ASP and the Recipient agree that either party may cancel this agreement with or without cause at any time by giving the other party 30 calendar days written notice, and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Cancellation notices to the Arkansas State Police must be sent to the Fiscal Officer or the authorized representative designated herein.

VI. PROGRAM COMPLIANCE:

- A. **STATE AND FEDERAL LAWS:** Performance of this grant by the Recipient and the ASP must comply with state and federal laws and regulations. If any statute or regulation is enacted which requires changes in this grant, the Recipient will receive notification of the required changes. This grant shall then be amended according to the procedures outlined in Section X.
- B. **FORCE MAJEURE:** Neither party will be held responsible for any delay or failure to perform any part of this grant when such delay or failure results from fire, flood, epidemic, war or insurrection, unusually severe weather, or the legal acts of public authorities.
- C. **COMPLIANCE WITH NONDISCRIMINATION LAWS:** It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

Sub grantee is required to notify Arkansas State Police of any violations to the above.

- D. **CERTIFICATION REGARDING LOBBYING:** The Recipient shall comply with Public Law 101-121, Section 319 (Section 1352 of Title 31 U.S.C.) by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement for an award in excess of \$100,000.00.

If the Recipient has paid or will pay for lobbying using funds other than appropriated federal funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included with this grant.

E. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:** The Recipient, as a lower tier recipient of federal funds, shall comply with Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

VII. PROGRAM OPERATION:

- A. **PURPOSE AND SCOPE:** The Recipient shall comply with the purpose and scope of this grant as specified in Attachment one (1).
- B. **STATISTICAL AND FINANCIAL INFORMATION:** The Recipient shall certify and compile statistical and financial information. Financial information shall be maintained in accordance with generally accepted accounting principles.
- C. **SUBCONTRACTING:** The Recipient shall be responsible for the performance of all obligations under this grant, including subcontracted services. The Recipient shall notify all subcontractors that the Department is not responsible for payments to the subcontractor and that all reimbursement for subcontracted services will be made by the Recipient.

VIII. INFORMATION AND RECORDS:

- A. **ACCESS TO RECORDS:** The Recipient shall grant access to its records upon request by duly authorized representatives of state or federal government entities. Access shall be given to any books, documents, papers or records of the Recipient which are related to any services performed under this agreement. The Recipient additionally consents that all sub-grants will contain adequate language to allow the same guaranteed access to the records of sub-grantees.
- B. **RECORD RETENTION:** The Recipient will retain all books, records, and other documents relating to expenditures and services rendered under this grant for a period of three years from the date this grant expires, or if an audit is pending at the end of the three-year period, until resolution of the audit..
- C. **CONFIDENTIALITY OF CLIENT RECORDS:** The Recipient will maintain the confidentiality of all client records. This restriction does not apply to disclosures made with the informed, written consent of the client, or if the client is not a competent adult or is a minor, with such consent of the client's parent, guardian or legal representative.
- D. **FREEDOM OF INFORMATION:** The Recipient shall comply with the Freedom of Information Act.

IX. FISCAL PRACTICES

- A. **CLAIMS:** Only those claims for costs and services specifically authorized under this grant will be allowed by the ASP. Any work performed, material furnished, or costs incurred not covered by this grant shall be solely the responsibility of the Recipient.
- B. **NON-DUPLICATION OF PAYMENT:** Services provided or costs incurred under this grant shall not be allocated to or included as a cost of any other state or federally financed program.
- C. **BILLING:** Billing under this Agreement shall be in accordance with established ASP procedures. Payment method shall be as stated in Section III of this agreement.
- D. **LIMITATION OF THE ASP OBLIGATION TO PAY:** The ASP is not obligated to make payment under this grant if the ASP does not receive sufficient monies from the funding source(s) designated in this grant to fund said obligations and other obligations of the ASP, or is not given legal authority from the Arkansas Legislature to expend these funds. The ASP is not obligated to make payment if sufficient state or local matching money is not available at the time the bill is presented for payment.

E. **PAYMENT FROM ASP CONSIDERED PAYMENT IN FULL:** Payment received from the ASP under this grant shall be payment in full for all services and/or costs covered by the payment. No fee or other charge shall be made against a client or a third party for these services and/or costs. This paragraph does not preclude allocation of costs among two or more funding sources, or payment of portions of a service and/or cost under different funding sources, so long as there is no duplication of payment.

F. **AUDIT REQUIREMENT:** Recipient shall send two copies of the audit to the following address:

Arkansas State Police
Fiscal Section
#1 State Police Plaza Drive
Little Rock, Arkansas 72209

G. **RECOVERY OF FUNDS:** The ASP shall seek to recover funds not utilized in accordance with the terms and conditions of this grant.

X. AMENDMENT:

Any amendment to this agreement shall be valid only when in writing and when duly signed by the authorized representative(s) of the Recipient and the ASP. Recipient and ASP acknowledge that no verbal or written representations, other than those contained herein, have been made as an inducement to enter into this Agreement and that this writing constitutes their entire Agreement.

XI. CERTIFICATION AND SIGNATURE:

A. SIGNATURES:

Signature of Subgrant Agreement Recipient Authorized Representative

Signature of Recipient Authorized Representative

Date

Printed Name of Recipient Authorized Representative

Title

In signing this document, I attest that I am authorized by the board of Directors or other governing authority to sign this grant on behalf of the Recipient.

Signature of ASP Agency Authorized Representative

W. J. Bryant

Signature of ASP Authorized Representative

10/31/2016

Date

William J Bryant

Printed Name of ASP Authorized Representative

Director

Title

Program Agency: Arkansas State Police (ASP)

Program Contact Person: Ronda Barentine

Fiscal Contact Person: John Tidwell

Phone: (501) 618-8373

Phone: (501) 618-8335

Budget Year	Division	Adjustment Number
2016	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

Establish a revenue and expense budget to the 2016 Internet Crimes Against Children (ICAC) grant award.

	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0611
	<i>Barbara Fell</i>	
	<i>11/30/2016 11:11 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0612

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$63,682.00 RECOGNIZING REVENUE ASSOCIATED WITH FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of \$63,682.00 recognizing revenue associated with federal and state law enforcement forfeitures.

City of Fayetteville Staff Review Form

2016-0612

Legistar File ID

12/20/2016

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

Greg Tabor

11/28/2016

Police /
Police Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Approval of a budget adjustment in the amount of \$63,682 to recognize revenue associated with federal and state law enforcement forfeitures and increase corresponding expense budgets.

Budget Impact:

1010.200.2920-various

General

Account Number

Fund

33045-1/33046-1/39024-1

Federal/State Forfeitures

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ 63,682.00

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 63,682.00

Remaining Budget \$ 63,682.00

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: November 29, 2016

SUBJECT: Budget Adjustment to Recognize Law Enforcement Forfeitures

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of \$63,682 to recognize revenue associated with federal and state law enforcement forfeitures and increase corresponding expense budgets.

BACKGROUND:

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

DISCUSSION:

Funds within this budget adjustment consist of Department of Justice funds which are drug related federal forfeitures and State Asset Forfeiture funds which are drug related state forfeitures, and Department of Treasury funds related to Internal Revenue Service seizures. The requested budget adjustment will recognize the following forfeitures and proceeds through November 2016: \$4,672 from the Department of Justice; \$23,873 from State Asset Forfeitures; and \$35,137 from Department of Treasury.

BUDGET/STAFF IMPACT:

Our expense budget will increase equal to the revenue received through November 2016. There is no staffing impact related to this budget adjustment.

Attachments:

Budget Adjustment

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2016	Division /Org2 POLICE (200) Requestor: W. Newman	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Recognize revenue associated with federal and state law enforcement forfeitures and increase corresponding expense budgets.

RESOLUTION/ORDINANCE	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0612
	<i>Barbara Fell</i>	
	11/30/2016 11:31 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		63,682	63,682				v.20161021
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.200.2920-4308.02	-	23,873	33045	1	RE	Public Safety Acts - Police Law Enforceme	
1010.200.2920-5802.00	23,873	-	33045	1	EX	Vehicles & Equipment - base	
1010.200.2920-4504.00	-	4,672	33046	1	RE	Forfeitures - Federal	
1010.200.2920-5802.00	4,672	-	33046	1	EX	Vehicles & Equipment - base	
1010.200.2920-4504.01	-	35,137	39024	2009	RE	Forfeitures - IRS/Treasury	
1010.200.2920-5802.00	35,137	-	39024	2009	EX	Vehicles & Equipment - base	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0632

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:

A RESOLUTION TO APPROVE THE EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH WASHINGTON COUNTY, ARKANSAS INCREASING THE BOOKING FEE FROM \$60.00 TO \$62.00 PER PRISONER IN 2017

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Eighth Amended Interlocal Agreement for Jail Services with Washington County, Arkansas which increases the booking fee from \$60.00 to \$62.00 per prisoner in 2017. A copy of the contract amendment is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2016-0632

Legistar File ID

12/20/2016

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

Greg Tabor

12/2/2016

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an amendment to the Jail Services Interlocal Agreement with Washington County, Arkansas to increase fees by \$2.00 to total \$62.00 per booked prisoner for calendar year 2017.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

A handwritten signature in black ink, appearing to be "GT", written over the name "Greg Tabor".

DATE: December 2, 2016

SUBJECT: Amended Interlocal Agreement for Jail Services

RECOMMENDATION:

Staff recommends approval of an amendment to the Interlocal Agreement for Jail Services with Washington County, Arkansas, to increase fees by \$2.00 to total \$62.00 per booked prisoner for calendar year 2017.

BACKGROUND:

The City of Fayetteville and Washington County entered into an Interlocal Agreement for Jail Services on October 19, 2004. The agreement allows that Washington County will provide jail space for City of Fayetteville prisoners in exchange of the City paying a set price for each booked prisoner.

DISCUSSION:

It is the desire of both Washington County and the City of Fayetteville to amend this Interlocal Agreement for Jail Services to extend the term of this agreement to include the 2017 calendar year with an increase in Schedule A to the price of \$62.00 per prisoner booking.

BUDGET/STAFF IMPACT:

Funding for this contract and amendment is included in our requested 2017 Operating Budget. There is no impact staffing levels associated with this amendment.

Attachments:

Interlocal Agreement for Jail Services



STEVE ZEGA
County Attorney

280 North College, Suite 501
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

November 29, 2016

Kit Williams, Esq.
City Attorney
113 W. Mountain
Fayetteville, AR 72701

HAND-DELIVERED

RE: Jail Interlocal

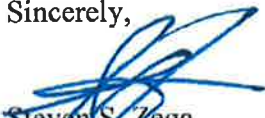
Dear Kit:

Enclosed please find an *Eighth Amended Interlocal Agreement for Jail Services*. If you approve, I'd appreciate your signature, then if you could get the Mayor's and Sondra's signatures, I would thank you for that as well.

Once you have it completely signed, please get the original back to me so I can get it recorded.

Thanks and please let me know if you have questions.

Sincerely,



Steven S. Zega
County Attorney

cc: Capt. Steve Whitmill, WCSO

EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES

THIS AGREEMENT, is made pursuant to A.C.A. §14-14-910, by and between the County of Washington, Arkansas, (hereinafter referred to as the "County"), and the City of Fayetteville, Arkansas, (hereinafter referred to as the "City"), herein collectively known as the "Parties."

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement for Jail Services dated October 19, 2004; which was supplemented by an Addendum on April 19, 2006, which was amended on January 10, 2005; January 20, 2011; December 9, 2011; and September 1, 2012.

WHEREAS, the Parties desire to extend the Agreement, for another year.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND OBLIGATIONS OF THE PARTIES CONTAINED HEREIN, BE IT AGREED:

1. Effective January 1, 2017, Section 5 of the Interlocal Agreement for Jail Services remains unchanged and reads as follows:

"5. DURATION. The initial term of this Agreement shall commence January 1, 2017, and shall expire on December 31, 2017. The County further agrees to make jail space for City prisoners an operational priority during the initial term and any subsequent term of this Agreement."

2. Effective January 1, 2017, Schedule A of the Interlocal Agreement for Jail Services remains unchanged and reads as follows:

"SCHEDULE A

The current cost of keeping a County Prisoner in jail has been determined to be sixty-five dollars (\$65.00) per day, however, due to the fact the citizens of the City are paying one quarter (1/4%) cent sales and use tax, and due to the long and ongoing history of sharing resources between the Washington County Sheriff and the Fayetteville Police Department, the County shall charge the City Sixty Dollars (\$62.00) per booked prisoner.

The rate provided for herein shall not increase more than then percent (10%) in any following years that this Agreement is renewed."

CITY OF FAYETTEVILLE

WASHINGTON COUNTY

LIONELD JORDAN, Mayor



MARILYN EDWARDS, County Judge

ATTEST:

ATTEST:

SONDRA E. SMITH, City Clerk



BECKY LEWALLEN, County Clerk

APPROVED as to form:

APPROVED as to form:

KIT WILLIAMS
City Attorney



STEVE LEGA
County Attorney

DATE: _____

DATE: 11/29/16



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0618

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,515.00 RECOGNIZING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER RECOGNITION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of \$2,515.00 recognizing donation revenue to the Fayetteville Police Department in support of officer recognition.

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

City of Fayetteville Staff Review Form

2016-0618

Legistar File ID

12/20/2016

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

Greg Tabor

11/30/2016

Police /
Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$2,515 for the acceptance of various donations received by the Fayetteville Police department in support of officer recognition.

Budget Impact:

1010.200.2920-5329.00

General

Account Number

Fund

33044.6

Police Donations - Recognition

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 9,773.00

Funds Obligated \$ 8,156.76

Current Balance \$ 1,616.24

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 2,515.00

Remaining Budget \$ 4,131.24

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

A handwritten signature in black ink, appearing to be "GT", written over the name "Greg Tabor".

DATE: November 30, 2016

SUBJECT: Recognize Various Donations to Fayetteville Police Department

RECOMMENDATION:

Staff recommends approval of the attached budget adjustment in the amount of \$2,515 for the acceptance of various donations received by the Fayetteville Police Department in support of officer recognition. If you should have any questions regarding these donations, please contact me at extension 587-3500.

BACKGROUND:

Periodically, businesses, organization and/or citizens of Fayetteville will make monetary donations to the Police Department to recognize our personnel.

DISCUSSION:

In 2016, the Police Department has received donations totaling \$2,515 including a \$5 anonymous donation. The donations were deposited into the City's General fund and are tracked through the City's Project Accounting System to insure that the donors intended purpose is met. All purchases utilizing these funds must follow the City of Fayetteville Purchasing Policy.

BUDGET/STAFF IMPACT:

The budget impact will consist of an increase in expense budgets equal to the Police Department Donations received. There is no impact on staffing related to this agenda item.

Attachments:

Budget Adjustment
Copies of FPD Donations

Shelby Cantrell - Mgr

NEWK'S EATERY OPERATING ACCOUNT PH. 479-856-6395 637 E JOYCE STE 104 FAYETTEVILLE, AR 72703		1701
DATE <u>7-6-76</u>		81-87-829
PAY TO THE ORDER OF <u>Fayetteville Police Dept</u>	\$ <u>100.00</u>	
<u>one hundred dollars ^{no} 100</u>	DOLLARS	Security Features Included. Drawn on back.
ARVEST BANK arvest.com		
FOR <u>[Signature]</u>		MP
⑈001701⑈ ⑆082900872⑆ 0048382214⑈		

Shelby Cantrell - Mgr

NEWK'S EATERY OPERATING ACCOUNT PH. 479-856-6395 637 E JOYCE STE 104 FAYETTEVILLE, AR 72703		1713
DATE <u>08-02-16</u>		81-87-829
PAY TO THE ORDER OF <u>Fayetteville Police Dept</u>	\$ <u>85⁰⁰</u>	
<u>Eighty five dollars</u> ^{no} / ₁₀₀	DOLLARS	Security Features Included. Details on back.
ARVEST[®] BANK arvest.com		
FOR _____		MP
⑈001713⑈ ⑈082900872⑈ 0048382214⑈		

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

LARRY BITTLE INSURANCE AGENCY, INC.

2786 N. COLLEGE AVE, SUITE A
FAYETTEVILLE, AR 72703
(479) 521-6505

SIGNATURE BANK OF ARKANSAS
81-883/829

14236

11/15/2016

PAY TO THE
ORDER OF

Fayetteville Police Department

\$ **250.00

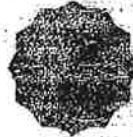
Two Hundred Fifty and 00/100

DOLLARS

10 PROTECTED AGAINST FRAUD



Fayetteville Police Department
Awards Committee
100 West Rock Street
Fayetteville, AR 72701



MEMO

Awards Banquet Sponsorship 2017

Larry Bittle

⑈014236⑈ ⑆082908832⑆

7036094⑈

Details on Back

Intuit® CheckLock™ Secure Check

CASH ONLY IF ALL CheckLock™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

SECURE US, INC.
2308 TURNER STREET, SUITE 3
SPRINGDALE, AR 72764
(479)751-2017

Signature Bank of Arkansas
81-883/829

9053

11/14/2016

PAY TO THE
ORDER OF Fayetteville Police Department

\$**500.00

Five Hundred and 00/100 ***** DOLLARS

Fayetteville Police Department
100 W. Rock Street
Fayetteville, AR 72701

Annual Awards & Promotions Banquet

Brian Williams MP

⑈009053⑈ ⑆082908832⑆ 7009593⑈

Secure Us, Inc.

9053

Fayetteville Police Department

11/14/2016

Annual Awards & Promotions Banquet

500.00

*Thank you for
all that you do.*

Checking Account - O Annual Awards & Promotions Banquet

500.00

RAP ENTERPRISES LLC
DBA RID-A-PEST INC.
18 EAST TOWNSHIP, STE. 4
FAYETTEVILLE, AR 72703

81-857/829

1425

DATE

11/14/16

PAY
TO THE
ORDER OF

Fayetteville Police Department

\$ 50.00

Fifty dollars & 00/100

DOLLARS



FIRST COMMUNITY BANK
Where Community Comes First
Batesville - Cave City - Searcy
Arkansas

Donation

King L. Ware

AUTHORIZED SIGNATURE



FOR

⑈001425⑈ ⑆082908573⑆

856468⑈

THE FACE OF THIS DOCUMENT CONTAINS A MICRO-PRINT SIGNATURE LINE AND HEAT-SENSITIVE INK. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

JOHN OGDEN
DBA OGDEN INSURANCE AGENCY
2367-2 N. GREEN ACRES RD.
FAYETTEVILLE, AR 72703
(479) 521-8684

ARVEST BANK
PO BOX 1327
FAYETTEVILLE, AR 72702
81-87/829

003868

11/15/2016

PAY TO THE ORDER OF **FAYETTEVILLE POLICE DEPARTMENT**

\$**100.00

One Hundred and 00/100 ***** DOLLARS

FAYETTEVILLE POLICE DEPARTMENT
ATTN: AWARDS COMMITTEE
100 WEST ROCK STREET
FAYETTEVILLE, AR 72701

MEMO



⑈003868⑈ ⑆082900872⑆ 0019620112⑈

THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON WHITE PAPER. MICROPRINT IS LOCATED ALONG THE WARNING BAND.

FAYETTEVILLE SELF SRV STORAGE LLC

1790 BIRCH AVE.
FAYETTEVILLE, AR 72703-2405
(479) 443-2662

1691

84-7041-2652

DATE 11-15-16

PAY
TO THE
ORDER OF

Fayetteville Police Department

\$ 100⁰⁰

One hundred and 00 100

DOLLARS

IBERIABANK

FOR

Contribution - Awards & Promotion
Banquet

James A. Heckathorn



⑈00169⑈ ⑆265270413⑆ 20000234370⑈

MOUNTAIN MAN BAIL BONDING, INC.2856 S. SCHOOL AVE
FAYETTEVILLE, AR. 72701
479-521-7100

81-275/829

4266

DATE 11-21-16PAY
TO THE
ORDER OFFayetteville Police Dept.\$ 100.00One hundred

CENTENNIAL BANK

DOLLARS

Security features
included.
Details on back.MEMO Awards CommitteeMarge Brown

AUTHORIZED SIGNATURE

MP

⑈004266⑈ ⑆082902757⑆

9092676⑈

INSTANT MONEY, INC.479-443-5400
2650 N. COLLEGE AVE
FAYETTEVILLE, AR. 72703

81-275/829

8019

DATE 11-21-16PAY
TO THE
ORDER OFFayetteville Police Dept.\$ 100.00One hundred

CENTENNIAL BANK

DOLLARS

Security features
included.
Details on back.MEMO act. Rewards CommitteeMarge Brown

AUTHORIZED SIGNATURE

MP

⑈008019⑈ ⑆082902757⑆

9047107⑈

MOUNTAIN MAN SUPPLIESShuler Town, Inc.
479-443-5158
1650 S. SCHOOL
FAYETTEVILLE, AR 72701

81-276/829

23120

DATE 11-21-16PAY
TO THE
ORDER OFFayetteville Police Dept.\$ 100.00One hundred

CENTENNIAL BANK

DOLLARS

Security features
included.
Details on back.MEMO Donation Awards CommitteeMarge Brown

AUTHORIZED SIGNATURE

MP

⑈023120⑈ ⑆082902757⑆ 0009047026⑈

ODOM LAW FIRM, P.A.

ATTORNEYS AT LAW

P.O. DRAWER 1868

FAYETTEVILLE, ARKANSAS 72702

(479) 442-7575

THE BANK OF FAYETTEVILLE, NA
FAYETTEVILLE, ARKANSAS 72701

81-161/829

NO. 027086

CHECK NO.

DATE

AMOUNT

Nov/18/2016

\$100.00

One Hundred ***** 00/100

PAY
TO THE
ORDER
OF

Fayetteville Police Department

⑈027086⑈ ⑆082901619⑆

80029566⑈

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Blackjack Mountain Limited Partnership

P. O. Box 4245
Fayetteville, AR 72702
(479) 443-3301

Signature Bank of Arkansas

81-883

829

11/15/2016

5762

**250.00

PAY **TWO-HUNDRED-FIFTY AND 00/100*******

DOLLARS

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

MEMO Contribution - Annual Awards & Promotions Banquet

⑈005762⑈ ⑆082908832⑆ 7021186⑈

THIS CHECK IS VOID WITHOUT A COLORED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Neal R. Pendergraft

P. O. Box 4245
Fayetteville, AR 72702
479-443-3301

Signature Bank of Arkansas

81-883

829

11/15/2016

8058

**250.00

PAY **TWO-HUNDRED-FIFTY AND 00/100*******

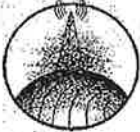
DOLLARS

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

MEMO Contribution - Annual Awards & Promotions Banquet

⑈008058⑈ ⑆082908832⑆ 6104096⑈

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES



SMITH COMMUNICATIONS, LLC
620 N. COLLEGE
FAYETTEVILLE, AR 72701
479-443-2222

CHAMBERS BANK
81-700/829

11123

11/10/2016

PAY TO THE
ORDER OF

Fayetteville Police Dept

\$

**100.00

DOLLARS

One Hundred and 00/100

Fayetteville Police Dept
Attn: Awards Committee

MEMO

Awards Committee

⑈011123⑈ ⑆082907008⑆

⑈8161307⑈

Ball & Mourton, LTD, PLLC
PO Box 1948
Fayetteville, AR 72702
479-442-6213

Chambers Bank
Fayetteville, AR 72703

CHECK

2920

81-700 / 629

PAY

Three Hundred and No/100 Dollars

DATE

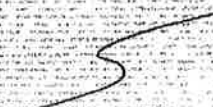
AMOUNT

TO THE
ORDER OF

11/21/2016

300.00

Fayetteville Police Dept attn: Awards Committee
100 West Rock Street
Fayetteville, AR 72701


AUTHORIZED SIGNATURE

⑈082907008⑈ ⑆0409⑈346⑈6⑈ 2920

Ball & Mourton, LTD, PLLC

Fayetteville Police Dept attn: Awards Committee

2920

11/21/2016

300.00

Fayetteville Police Dept attn: Awards Committee
Account Detail:

6-2575 Charitable Contributions

300.00

CHECK

2920

GREENLAND AUTO SALVAGE INC.
& WRECKER SERVICE

PO BOX 157
GREENLAND, AR 72727
479-531-3137

THE BANK OF FAYETTEVILLE, N.A.
Branch of First Citizens Bank
811 2nd Street
Fayetteville, AR 72701

03 130

11/18/2016

Pay to the Order of Fayetteville Police Dept

\$ 25.00

Twenty Five and 00/100

Fayetteville Police Dept
Attn: Awards Committee
100 W Rock St
Fayetteville, AR 72701

Dollars

Memo

Awards & Promotions Banquet 2016

⑈038130⑈ ⑆082907477⑆ 80039952⑈

Budget Year	Division	Adjustment Number
2016	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

Acceptance of various donations received by the Fayetteville Police Department in support of officer recognition.

RESOLUTION/ORDINANCE	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0618
	Barbara Fell	
	12/2/2016 1:49 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0619

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

WHEREAS, Dena Stockalper, Fayetteville District Court Clerk and Administrator has long served our District Court Judges and been responsible for the collection of fines assessed by those judges; and

WHEREAS, on January 1, 2017, the Fayetteville District Court shall become the Washington County District Court, Fayetteville Department within the entire Washington County (Second) District to be served by four District Judges in four Divisions pursuant to A.C.A. § 16-17-1112; and

WHEREAS, pursuant to A.C.A. § 16-13-709, the Fayetteville City Council “shall designate a county, town or city official, agency or department who shall be primarily responsible for the collection of fines assessed in the” Washington County District Court, Fayetteville Department; and

WHEREAS, the Court Clerk for the Washington County District Court, Fayetteville Department (who is presently Dena Stockalper) should be so designated as primarily responsible to collect the fines assessed in that court.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby designates the Washington County District Court, Fayetteville Department Clerk to be primarily responsible for the collection of fines assessed in this court.

City of Fayetteville Staff Review Form

2016-0619

Legistar File ID

12/20/2016

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

Marsha Hertweck

12/1/2016

Accounting & Audit /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

This is a request to designate the Washington County District Court, Fayetteville Department Clerk, as collector of fines assessed in the Washington County District Court, Fayetteville Department.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget
Funds Obligated

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor Jordan, Mayor and Members of the City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A Becker, Chief Financial Officer

DATE: December 1, 2016

SUBJECT: Designation of Collector of fines assessed in the Washington County District Court, Fayetteville Department

RECOMMENDATION:

This is a request to designate the Washington County District Court, Fayetteville Department Clerk, as collector of fines assessed in the Washington County District Court, Fayetteville Department.

BACKGROUND:

Arkansas state law (A.C.A. 16-13-709) requires the governmental body which contributes to the expense of a district court to designate a county, town or city official, agency or department to be responsible for the collections of fines assessed in the district court for that department.

The District Court Clerk in Fayetteville (Dena Stockalper) has been administering this function for the Fayetteville City Court under the previous court configuration and is best suited to continue that function under the new district court configuration. Therefore, it is recommended that the Washington County District Court, Fayetteville Department Clerk (currently Dena Stockalper) be designated as the individual to be primarily responsible for the collection of fines assessed in the Fayetteville Department of the Washington County District Court.

BUDGET/STAFF IMPACT:

None at this time.

Attachments:

Staff Review Form, Staff Review Memo



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Paul Becker, Finance Director

CC: **Dena Stockalper**, District Court Administrator

FROM: **Kit Williams**, City Attorney

DATE: **November 17, 2016**

RE: **Formal designation of District Court Clerk of Fayetteville Department as primary collector of fines**

Attached please find Washington County Steve Zega's email recommending that our City Council designate our District Court Clerk to be "primarily responsible for the collection of fines assessed in" the District Court, Fayetteville Department pursuant to A.C.A. § 16-13-709 (a) (2) (A) (c) (i). (attached). I agree that it would be proper and advisable for the Fayetteville City Council to appoint District Court Clerk, Fayetteville Department; Dena Stockalper to "be primarily responsible for the collection of fines assessed in" her court. *Id.* I believe other municipal governing bodies in Washington County will take the same action for their District Court Clerks.

As this is a financial and accounting matter, I recommend the Finance Department start such item in Legistar. I will supply the Resolution (and a background memo if necessary). I have attached a proposed Resolution.

Williams, Kit

From: Steve Zega <szega@co.washington.ar.us>
Sent: Wednesday, November 16, 2016 12:30 PM
To: Ernest Cate; Williams, Kit; Steve Parker; Steve Tennant; Daniel Wright; Tom; Charles L. Harwell
Cc: Karen Beeks
Subject: District Court Clerk Collection Ordinance
Attachments: Dist Ct Clk Coll Ord.docx

Colleagues:

During Washington County's exit interview for our 2015 Legislative Audit, a concern came up about designating some agency to collect fines for District Courts in accordance with 16-13-709. We have designated the Circuit Clerk to collect fines for the Circuit Courts, but we have no designation for the District Courts. My read of the statute suggests that there may be some requirement on your cities as well. I'm including the Ordinance I have drafted for the County for your convenience and free adaptation as you see fit.

Steve Zega
Washington County, Arkansas
County Attorney
280 North College, Suite 500
Fayetteville, AR 72701
(479) 973-8415
(479) 445-6939 (fax)
szega@co.washington.ar.us

RESOLUTION NO. _____

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

WHEREAS, Dena Stockalper, Fayetteville District Court Clerk and Administrator has long served our District Court Judges and been responsible for the collection of fines assessed by those judges; and

WHEREAS, on January 1, 2017, the Fayetteville District Court shall become the Washington County District Court, Fayetteville Department within the entire Washington County (Second) District to be served by four District Judges in four Divisions pursuant to A.C.A. § 16-17-1112; and

WHEREAS, pursuant to A.C.A. § 16-13-709, the Fayetteville City Council “shall designate a county, town or city official, agency or department who shall be primarily responsible for the collection of fines assessed in the” Washington County District Court, Fayetteville Department; and

WHEREAS, the Court Clerk for the Washington County District Court, Fayetteville Department (who is presently Dena Stockalper) should be so designated as primarily responsible to collect the fines assessed in that court.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby designates the Washington County District Court, Fayetteville Department Clerk to be primarily responsible for the collection of fines assessed in this court.

PASSED and APPROVED this 6th day of December, 2016.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

History. Acts 1995, No. 1262, § 9; 1997, No. 941, § 2; 1999, No. 1081, § 10; 2001, No. 1809, § 15; 2003, No. 1185, § 95; 2003, No. 1765, § 13; 2005, No. 1934, § 8; 2009, No. 633, § 9.

A.C.R.C. Notes. As amended in 2001, subdivision (a)(1)(A) provided: "on or before January 1, 2002."

As amended in 2001, subdivision (a)(2)(A) provided: "on or before January 1, 2002."

Pursuant to § 1-2-207, this section is set out as amended by Acts 2003, No. 1765, § 13. This section was also amended by Acts 2003, No. 1185, § 96, effective Jan. 1, 2005, amended (a)(2) to read as follows: "(2)(A) The quorum court of each county of the state or the governing body of the city in which the court is located, or both, on or before January 1 of each year, shall designate a county or city official, agency, department, or private contractor who shall be primarily responsible for the collection of fines assessed in the district courts or city courts of this state.

"(B)(i) In the event the quorum court or the governing body of the city in which the court is located, or both, delegates such responsibility to a private contractor, such contractor may receive, pursuant to state accounting laws, a portion agreed upon in advance by the quorum court or the governing body of the city in which the court is located, or both, as commission for the

collection of any and all delinquent fines assessed in the district courts or city courts of this state.

"(C) 'Delinquent' means any fines assessed in the circuit courts, district courts or city courts of this state which have not been paid as ordered for a period of ninety (90) days or three (3) payments, either consecutive or concurrent, since payment was ordered or since last partial payment was received."

Publisher's Notes. For text of section effective January 1, 2012, see the following version.

Amendments. The 2005 amendment added (a)(1)(A)(ii), (a)(1)(A)(iii), (a)(2)(A)(ii), (a)(2)(B) and (a)(2)(C) and made related changes; redesignated former (a)(2)(B) and (a)(2)(C)(i)-(vii) as present (a)(2)(D) and (a)(2)(B)(iii)-(ix); rewrote present (a)(1)(C)(v); deleted references to "police court" throughout this section, substituted "pro rata under this section and" for "under" in (a)(2)(D)(ix); and made minor stylistic changes.

The 2009 amendment, in (a)(2), inserted "or the sheriff" in (a)(2)(C), inserted "and by mutual agreement" in (a)(2)(D)(i), deleted "and 16-18-104" following "16-17-707" in (a)(2)(D)(ix), and made related and minor stylistic changes.

Cross References. District court generally, § 16-17-132.

Jurisdiction of circuit courts, Ark. Const. Amend. 80, §§ 6, 19.

16-13-709. Responsibility for collection. [Effective January 1, 2012.]

(a)(1)(A)(i) The quorum court of each county of the state shall designate a county official, agency, or department which shall be primarily responsible for the collection of fines assessed in the circuit courts of this state.

(ii) All fines collected each month in circuit court by the designated county official, agency, or department shall be disbursed by the fifth working day of the following month to the State Administration of Justice Fund, the county administration of justice fund, and the appropriate county fund, state entity, or state agency as provided by law.

(iii) The sheriff shall remain responsible for collecting bail or money deposited in lieu of bail on behalf of defendants discharged from incarceration pursuant to law in circuit court.

(B)(i) The quorum court may delegate the responsibility for the collection of delinquent fines assessed in circuit court to a private contractor.

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(ii) The contractor may receive, under a written contract, a commission on delinquent fines collected for circuit court.

(C)(i) The commission agreed to be received by the private contractor shall be a portion of the total fine owed by a defendant.

(ii) The court shall credit the defendant with the gross amount remitted to the private contractor.

(iii) The private contractor shall remit the gross amounts collected to the county official, agency, or department designated under subdivision (a)(1)(A) of this section on at least a monthly basis.

(iv) Payment of the commission shall be through the county claims process.

(v) The county treasurer shall make a pro rata disbursement of the remaining fines to the State Administration of Justice Fund, the county administration of justice fund, and the appropriate county fund, state entity, or state agency as provided by law.

(2)(A)(i) The governing body or, if applicable, each governing body of a political subdivision which contributes to the expenses of a district court shall designate a county, town, or city official, agency, or department who shall be primarily responsible for the collection of fines assessed in the district courts of this state.

(ii) All fines collected each month in district court or a department of district court by the designated county, town, or city official, agency, or department shall be disbursed by the tenth working day of the following month pursuant to § 16-17-707.

(B) The chief of police of the town or city in which a district court is located shall remain responsible for collecting bail or money deposited in lieu of bail on behalf of defendants discharged from incarceration pursuant to law in district court.

(C)(i) The governing body or, if applicable, each governing body of a political subdivision which contributes to the expenses of a district court may delegate the responsibility for the collection of delinquent fines assessed in district court to a private contractor.

(ii) The contractor may receive under a written contract a commission on delinquent fines collected for district court.

(iii) The commission agreed to be received by the private contractor shall be a portion of the total fine owed by a defendant.

(iv) The court shall credit the defendant with the gross amount remitted to the private contractor.

(v) The private contractor shall remit the gross amount collected to the county, town, or city official, agency, or department designated under subdivision (a)(2)(A) of this section on a monthly basis.

(vi) The commission expense shall be apportioned among each governing body of a political subdivision which contributes to the expenses of a district court in proportion to the gross amount of fines collected for that political subdivision.

(vii) Payment of the commission shall be according to accounting procedures prescribed by law.

(viii) The remainder of fines received shall be disbursed pro rata under this section and §§ 16-10-209, 16-10-308, and 16-17-707.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0537

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

BID 16-50 PIANALTO CONSTRUCTION:

A RESOLUTION TO AWARD BID NO. 16-50 AND AUTHORIZE A CONTRACT WITH PIANALTO CONSTRUCTION, INC. OF TONTITOWN, ARKANSAS IN THE AMOUNT OF \$156,937.00 FOR CONSTRUCTION OF THE TRANSPORTATION SALT STORAGE FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid No. 16-50 and authorizes a contract with Pianalto Construction, Inc. of Tontitown, Arkansas in the amount of \$156,937.00 for construction of the Transportation Salt Storage Facility, and further approves a project contingency in the amount of \$30,000.00.

City of Fayetteville Staff Review Form

2016-0537

Legistar File ID

12/20/2016

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

Wade Abernathy

11/10/2016

Facilities Management /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution awarding Bid 16-50 Fabric Storage Building and authorizing a contract with Pianalto Construction Inc. in the amount of \$156,937.00 for the Transportation Salt Storage Facility and approving a Contingency in the amount of \$30,000.00

Budget Impact:

2100.410.5500-5804.00

Transportation

Account Number

Fund

15002.1

Winter Weather Operations Center

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 339,931.00

Funds Obligated \$ -

Current Balance \$ 339,931.00

Does item have a cost? Yes

Item Cost \$ 156,937.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 182,994.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Lioneld Jordan, Mayor
City Council

THRU: Don Marr, Chief of Staff
Paul Becker, Director of Internal Services
Terry Gulley, Transportation services Department Director

FROM: Wade Abernathy, Facilities Management/Building Construction Manager

DATE: November 9, 2016

SUBJECT: Bid 16-50 Fabric Storage Building

RECOMMENDATION:

Staff recommends approval of a resolution awarding Bid 15-60 Fabric Storage Building and authorizing a contract with Pianalto Construction Inc. in the amount of \$156,937.00 for the Transportation Salt Storage Facility and approving a Contingency in the amount of \$30,000.

BACKGROUND:

As a result of fluctuating salt prices, product availability and increased demand, Transportation is in need of a Salt Storage Structure. The larger storage facility will provide year round salt storage enabling the purchase of materials at optimum times, as well as eliminating the issue of availability of materials during peak demands.

DISCUSSION:

Pianalto will be contracted to provide and erect an 100 x 180 galvanized structure wrapped in a weather tight 23 mill fabric membrane in accordance with the specifications. They will place the structure on the foundation as designed by McGoodwin, William, & Yates and installed by the Transportation Department Staff as inspected by Building and Safety.

BUDGET/STAFF IMPACT

Project/subproject used will be 15002.1
Account: 2100.410.5500-5804

Attachments:

Certification of Bids
Contract
Bid Documents



City of Fayetteville, AR
Contract for: Bid 16-50, Construction – Fabric Storage Building
Vendor: Pianalto Construction, Inc.
Term: One year with four automatic one year renewals

This contract executed this 11 day of November, 2016, between the City of Fayetteville, Arkansas, and Pianalto Construction, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Pianalto Construction, Inc. 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 16-50 as stated in Pianalto Construction, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 16-50, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Pianalto Construction, Inc. for completion of each project based on unit prices indicated in Pianalto Construction, Inc. bid proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and Pianalto Construction, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 16-50 with the specifications and conditions typed thereon.
 - B. Pianalto Construction, Inc. 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 Pianalto Construction, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Pianalto Construction, Inc.
5. Pianalto Construction, Inc. shall not assign its duties under the terms of this agreement.
6. Pianalto Construction, Inc. 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 Pianalto Construction, Inc. 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. Pianalto Construction, Inc. 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, Pianalto Construction, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Pianalto Construction, Inc.

1. Workmen's Compensation
Statutory Amount

2. Comprehensive General & Automobile Insurance
\$500,000 for each person injured.

3. Bodily Injury Liability
\$1,000,000 for each accident.

4. Property Damage Liability
\$1,000,000 aggregate.

8. Pianalto Construction, Inc. shall furnish proof of licensure as required by all local and state agencies.

9. This contract may be terminated by the City of Fayetteville or Pianalto Construction, Inc. with 30 calendar days written notice.

10. This Project shall be completed within **120 calendar days** from Notice to Proceed.

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

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

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

14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS 17 DAY OF November, 2016.

Pianalto Construction, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: Dustin Pianalto
Signature

By: _____
LIONELD JORDAN, Mayor

Dustin Pianalto VP
Printed Contractor Name & Title

Lionel Pianalto
ATTEST (Signature)

ATTEST: (Signature)

Linda Pianalto
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address

875 Henri De Fonti Blvd

Springdale, AR 72762

City, State & Zip Code

Date Signed: 11/17/16

Date Signed: _____



Bid: 16-50
 DATE: 11.03.2016
 TIME: 2:00 PM
 CITY OF FAYETTEVILLE

Bid 16-50, Construction - Fabric Storage Building

****Official Bid Tabulation****

			Dixon Contracting, Inc.	LJB Construction, Inc.	Luttrell Concrete Construction, Inc.	Pianalto Construction, Inc.	
			Unit Bid	Britespan Atlas-Dome	Clearspan 100W GB 180L Truss BLDG II	SpanTech C-A 102	ClearSpan 100W GB 180L Truss Bldg II
Item	Description	Each	Extended Price	Extended Price	Extended Price	Extended Price	
1	100' x 180' Gable-Style Fabric Storage building (materials, delivery, and installation)	1	\$299,600.00	\$289,913.00	\$ 350,000.00	\$ 156,937.00	

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

CERTIFIED: 
 A. Rennie, Purchasing Manager


 Witness

11/04/16

BID BOND
(Percentage)

Bond No. 62964970

KNOW ALL PERSONS BY THESE PRESENTS, That we Pianalto Investments LLC dba Pianalto Construction
of 875 West Henri De Tonti Blvd, Springdale, AR 72762
WESTERN SURETY COMPANY, hereinafter referred to as the Principal, and

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

~~xx~~ Five Percent of the Amount Bid, hereinafter referred to as the Obligee, in the amount of
(5%), for the payment of which we bind ourselves, our legal representatives,
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for Bid 16-50, Construction - Fabric Storage Building

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

SIGNED, SEALED AND DATED this 3rd day of November, 2016.

Principal

Pianalto Investments LLC dba Pianalto Construction

BY: *[Signature]*

Surety

WESTERN SURETY COMPANY

BY: *[Signature]*

Danhy Lee Schneider, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62964970

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

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

Principal: Pianalto Investments LLC dba Pianalto Construction

Obligee: City of City of Fayetteville

Amount: \$500,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 1st, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of November, 2016.

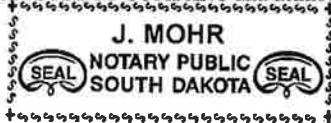


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On the 3rd day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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



Pianalto Construction, Inc. - Sample Insurance

PLAIN-1

OP ID: JL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2016

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 Walker Bros. Insurance, Inc. P.O. Box 7570 Springdale, AR 72766-7570 Danny Schneider, CIC		CONTACT NAME: Danny Schneider, CIC PHONE (A/C No, Ext): 479-306-4677 E-MAIL ADDRESS: Danny@walkerbr.com FAX (A/C, No): 479-306-5110	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Pianalto Investments, LLC Pianalto Construction, Inc. P.O.Box 6877 Springdale, AR 72766		INSURER A : Auto Owners	18988
		INSURER B : NCCI-Arkansas	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X	X	084624-70740657-16	08/25/2016	08/25/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	X		47-740-657-01	08/25/2016	08/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			47-740-657-03	08/25/2016	08/25/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	T B D	10/14/2016	10/14/2017	☒ WC STATUTORY 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	Equipment Floater			084624-70740657-16	08/25/2016	08/25/2017	Lsd/Rent 100,000 Ded 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Work Comp contains a waiver of subrogation in favor of Flintco LLC; General Liability contains a waiver of subrogation and additional insured in favor of Flintco LLC, the owner & architect; GL incl completed operations. Flintco LLC, owner, and architect is additional insured on the auto.

CERTIFICATE HOLDER

CANCELLATION

FLINTCO

Flintco
 184 E. FANTINEL BLVD
 Springdale, AR 72762

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

© 1988-2010 ACORD CORPORATION. All rights reserved.

GENERAL PURPOSE RIDER

TO BE ATTACHED to and form part of Bond Number 62964970 issued by the
WESTERN SURETY COMPANY, as
Surety, on behalf of Pianalto Construction, LLC of
875 West Henri De Tonti Blvd, Springdale, AR 72762, hereinafter referred
to as the Principal and in favor of City of Fayetteville
of 113 W. Mountain St., Fayetteville, AR 72701, hereinafter
referred to as the Obligee, in the sum of Ten Thousand and 00/100
Dollars (\$10,000.00), effective the 3rd day of November, 2016.
NOW, THEREFORE, it is agreed that the Principal's name has been changed to read:
Pianalto Construction, Inc.

IT IS FURTHER AGREED that all other terms and conditions of this bond shall remain unchanged.

THIS RIDER IS TO BE EFFECTIVE the 30th day of November, 2016.

SIGNED, SEALED AND DATED this 30th day of November, 2016.

Accepted By:

City of Fayetteville

Pianalto Construction, Inc.
(Principal)

By: _____

By: _____ (Seal)

WESTERN SURETY COMPANY
(Surety)
By: Paul T. Bruflat (Seal)
Paul T. Bruflat, Vice President, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62964970

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

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

Principal: Pianalto Construction, LLC

Obligee: City of Fayetteville

Amount: \$1,000,000.00

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

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

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 1, 2017, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 30th day of November, 2016.

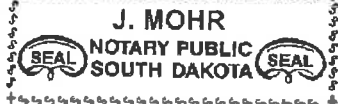


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 30th day of November, in the year 2016, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

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

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 30th day of November, 2016.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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

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TO BE ATTACHED to and form part of Bond Number 62964970 issued by the
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Surety, on behalf of Pianalto Investments LLC dba Pianalto Construction of
875 West Henri De Tonti Blvd, Springdale, AR 72762, hereinafter referred
to as the Principal and in favor of City of Fayetteville
of 113 W. Mountain St., Fayetteville, AR 72701, hereinafter
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Dollars (\$10,000.00), effective the 3rd day of November, 2016.
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SIGNED, SEALED AND DATED this 30th day of November, 2016.

Accepted By.

City of Fayetteville

Pianalto Construction, LLC
(Principal)

By: _____

By: _____ (Seal)

WESTERN SURETY COMPANY
(Surety)
By: Paul T. Bruflat (Seal)
Paul T. Bruflat, Vice President, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 62964970

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

Principal: Pianalto Construction, Inc.

Obligee: City of Fayetteville

Amount: \$1,000,000.00

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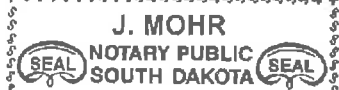


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

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

State of Arkansas
Commercial Contractors Licensing Board

PIANALTO CONSTRUCTION, INC.
PO BOX 6877
SPRINGDALE, AR 72766

PIANALTO CONSTRUCTION, INC.

This is to Certify That _____

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

BUILDING
- (COMMERCIAL & RESIDENTIAL)

with the following suggested bid limit \$1,050,000

from August 26, 2016 **until** April 30, 2017

when this Certificate expires.

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



John L. Boyan

Ray [Signature]

CHAIRMAN

SECRETARY

August 26, 2016 - jo

CITY OF



Project Check List

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

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

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

CONTRACTOR NAME:

Pianalto Construction, Inc

ARKANSAS CONTRACTORS LICENSE NUMBER:

0050290417

Pianalto Construction, Inc. Acknowledges Addendum 1

Bid 16-50, Addendum 1



Date: Tuesday October 25, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFP 16-50, Construction – Fabric Storage Building

Dustin Pianalto

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. All equals shall be pre-approved prior to bid deadline.
 - a. **Deadline to submit a request for a pre-approval** is Thursday October 27, 2016 at 12:00PM. Request for pre-approvals shall be submitted in writing via e-mail; all documentation shall be emailed to Les McGaugh at lmcgaugh@fayetteville-ar.gov and received by the deadline.
 - b. Failure to submit a bid with a pre-approved manufacturer shall result in bid rejection.
 - c. All back-up documentation justifying equal status shall be provided with pre-approval submittal e-mail before the deadline listed for pre-approved equals as listed above. Failure to submit full and adequate backup documentation and justification will result in rejection of pre-approval request.
2. Reference: Section 3 of the Technical Specifications, Page 25 of 36 "Manufacturer/Model" is hereby modified as follows:
 - a. An Equal Manufacturer shall be approved by addendum a minimum of **five (5)** Calendar Days prior to bid opening. Building shall be fabricated in the USA and be manufactured by a company with a minimum of 8 years documented experience manufacturing the specified building model. Manufacturers having an equal product may submit information to the City Purchasing Agent, Les McGaugh, for inclusion in the approved list of Manufacturers. Information submitted shall demonstrate structures of similar size and shape, and demonstrate materials and method of construction.
3. Current Pre-Approved Manufacturers include:
 - a. Clear Span Fabric Structures International, Inc.
 - b. Brite Span Building Solutions
 - c. Additional manufacturer's shall be approved via Addendum to all parties

4. The City of Fayetteville intends to issue a final addendum no later than Friday, October 28, 2016 including all pre-approved manufacturers.
5. A non-mandatory pre-bid meeting was held in the Transportation Training Room, 1525 S. Happy Hollow Rd. on Tuesday October 18th, 2016 at 2:00 PM. The sign in sheet of all attendees is attached. The following items were discussed during the pre-bid meeting:
 - a. Structure and fabric shall extend to ground level below the 6' elevated pier at the entire perimeter of the structure.
 - b. Completion Time shall be 120 calendar days from Notice to Proceed.

Pianalto Construction, Inc. Acknowledges Addendum 2

Bid 16-50, Addendum 2



Date: Friday October 28, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFP 16-50, Construction – Fabric Storage Building

Dustin Pianalto

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. **Deadline to submit a request for a pre-approval was Thursday October 27, 2016 at 12:00PM per Addendum 1.**
 - a. Failure to submit a bid with a pre-approved manufacturer shall result in bid rejection.
2. **Pre-Approved Manufacturers include:**
 - a. Clear Span Fabric Structures International, Inc.
 - b. Brite Span Building Solutions
 - c. Span-Tech Fabric Building Systems

City of Fayetteville
Bid 16-50, Construction - Fabric Storage Building
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 16-50, Construction - Fabric Storage Building

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of materials, delivery, and installation of a 100 foot x 180 foot fabric salt storage building. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Thursday November 03, 2016 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Tuesday October 18th 2016 at 2:00 PM** in the Transportation Training Room 1525 S. Happy Hollow Road, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline. . The manufacturer shall provide stamped drawings from a licensed engineer or architect in the State of Arkansas. Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor applies to a contract award of \$75,000 or more.

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 waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 10/07/2016 & 10/14/16

City of Fayetteville
Bid 16-50, Construction - Fabric Storage Building
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 120 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. Transportation, 1525 S. Happy Hollow Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	100' x 180' Gable-Style Fabric Storage building (materials, delivery, and installation)	1	\$ <u>156,937.00</u>	\$ <u>156,937.00</u>

Please specify for Unit Bid:

Item 1 – Manufacturer ClearSpan Fabric Structures International Model 100W 6B BY 180L Truss R/PB 11
Trusses 10/90 HMG FR 1202

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

The manufacturer shall provide stamped drawings from a licensed engineer or architect in the State of Arkansas.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

Linda K. Prewitt

*PO Box 6877
Springdale, AR
72766*

Secretary

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

✓ 1.) NO KNOWN RELATIONSHIP EXISTS

N/A 2.) RELATIONSHIP EXISTS (Please explain): N/A

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. 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.
 - b. Your signature below 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.

Ludak Proulx
PO Box 6877
Springdale AR
72766
Secretary

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

*NAME OF FIRM: Pianalto Construction, Inc

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Pianalto Investments, LLC

*BUSINESS ADDRESS: 875 Henri De Tonti Blvd

*CITY: Springdale *STATE: AR *ZIP: 72762

*PHONE: 479-790-4181 FAX: 479-361-2881

*E-MAIL: dpiianalto@pianaltoconstruction.com

*BY: (PRINTED NAME) Dustin Pianalto

*AUTHORIZED SIGNATURE: Dustin Pianalto
Dustin Pianalto

*TITLE: VP

DUNS NUMBER: N/A CAGE NUMBER: N/A

*TAX ID NUMBER: 20-2924618

Acknowledge Addendums:

Addendum No. 1 Dated: 10/25/16 Acknowledged by: Dustin Pianalto

Addendum No. 2 Dated: 10/28/16 Acknowledged by: Dustin Pianalto

Addendum No. N/A Dated: N/A Acknowledged by: N/A

Addendum No. N/A Dated: N/A Acknowledged by: N/A

**ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Linda R Pianalto
Secretary
PO Box 6877
Springdale AR
72762

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A
COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

BIDDING REQUIREMENTS:

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a. _____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 The purpose of this bid is for the purchase, delivery, and installation on site for the City of Fayetteville, AR of a one-hundred (100) feet x one-hundred and eighty (180) feet fabric storage building, following the design specifications listed below.
- 1.2 The manufacturer shall provide stamped drawings from a licensed engineer or architect in the State of Arkansas.
- 1.3 A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.
- 1.4 All items to be bid F.O.B. Fayetteville, Arkansas

2. REFERENCES AND STANDARDS

- 2.1 The following publications are for the standards listed below but referred to within the document by basic letter designation only. They form a part of this specification to the extent referenced thereto:
 - a. American Institute of Steel Construction (AISC):
 - S326-78 Design, Fabrication and Erection of Structural Steel Buildings
 - S329-85 Structural Joints Using ASTM A325 or A490 Bolts
 - b. American Iron and Steel Institute (AISI):
 - SG 503-76 The Design of Fabrication of Cold-Formed Steel Structures
 - c. American Society for Testing and Materials (ASTM):
 - A 36-89 Structural Steel
 - A 307-89 Carbon Steel Bolts and Nuts, 60,000 psi Tensile Strength

- A 325-89 High-Strength Bolts for Structural Steel Joints
- A 500 A-90 Standard Specification for Cold Formed Welded And Seamless Carbon Steel Structural Tubing in Rounds and Shapes
- A 563 Rev A-89 Carbon and Alloy Steel Nuts
- A 687-89 High-Strength Non-Headed Steel Bolts and Studs

d. American Society of Civil Engineers (ASCE) Minimum Design Loads for Building and Other Structures. Latest edition as required by State Code.

- ASCE 7-98 American Society of Civil Engineers
- ASCE 7-02 American Society of Civil Engineers
- ASCE 7-05 American Society of Civil Engineers

e. Canadian Standards Association

- CAN/CSA-S16.1 Limit States Design of Steel Structures

3. MANUFATURER/MODEL -

- 3.1 An Equal Manufacturer shall be approved by addendum a minimum of seven (7) Calendar Days prior to bid opening. Building shall be fabricated in the USA and be manufactured by a company with a minimum of 8 years documented experience manufacturing the specified building model. Manufacturers having an equal product may submit information to the City Purchasing Agent, Les McGaugh, for inclusion in the approved list of Manufacturers. Information submitted shall demonstrate structures of similar size and shape, and demonstrate materials and method of construction.
- 3.2 Pre-Approved Manufacturers:
- a. Clear Span Fabric Structures International, Inc.
 - b. Brite Span Building Solutions
 - c. Additional manufacturer's shall be approved via Addendum to all parties
- 3.3 Unit(s) bid shall be new, unused, and standard production model as offered for commercial trade.
- 3.4 Building prefabrication shall be performed under factory conditions in a plant specifically arranged for this type of work. Contractor shall provide adequate space, equipment, personnel, and technical ability to coordinate the assembly and factory prefabrication of all major components of the work and all necessary operation in the package, shipping, and installation procedures. No fabrication shall be done unless the materials have been tested and approved.

4. ITEM 1 - TECHNICAL SPECIFICATIONS

4.1 General Design Requirements

- a. yes Building shall be installed on elevated piers to be installed by the City
- b. yes Membrane shall be tensioned over framework
- c. yes The Structure shall be rectangular in shape with two (2) enclosed vertical gable end walls
- d. yes The structure shall be designed using methodology as per ASCE 7 standard referenced from the applicable building code. Primary and secondary framing shall comply with current issues of ISC, AISI, NEMA, and ASTM specifications, as applicable.
- e. yes Snow loads: The structure shall be designed based upon a minimum ground snow load of

10 pounds per square foot (psf).

- f. yes Wind loads: The Structure shall be capable of withstanding a basic wind speed (3-second gust) from any direction of 90 miles per hour. The design and wind pressure shall be based on an exposure category of "C" and appropriate wind load factors and coefficients in accordance with the applicable referenced ASCE 7 guidelines. In no event shall the wind load used in the design of the main wind force resisting system be less than 10 pounds per square foot multiplied by the area of the building or structure projected on a vertical plane that is normal to the wind direction.
- g. yes Rainfall: The structure shall be capable of withstanding the effects of rainfall up to 4 inches per hour for at least 2 hours
- h. yes The main structure frame shall be designed to provide a minimum of 15-year operational use period with appropriate use period with appropriate inspection and maintenance.
- i. yes The structure shall be capable of being assembled, operated, and dismantled in all ambient temperatures between -20°F and 120°F.
- j. yes The structure shall be capable of being erected on concrete and of accepting differential settlement of up to 1 1/2 % between truss positions.
- k. yes Design Loads: The design shall be based as a minimum on the following design loads. Each member shall be designed to withstand stresses resulting from combinations of design loads that produce maximum percentage of actual to allowable stress in that member as per referenced ASCE 7 standard from applicable building code:

D = Dead Load + Collateral Load

S = Symmetrical Snow or Live Load (Balanced or Unbalanced)

Ws = Wind with internal suction

Wp = Wind with internal pressure

E = Earthquake

4.2 End Walls

- a. yes Rear end wall shall be enclosed with steel framing and fabric and shall include
 1. Five (5) thirty-six (36) inch x thirty-six (36) inch louvered vents and framing
- b. yes Front end wall to be enclosed with steel framing and fabric and shall include
 1. Five (5) thirty-six (36) inch x thirty-six (36) inch louvered vents and framing,
 2. One (1) sixteen (16) feet x sixteen (16) feet steel rollup door, and
 3. One heavy duty thirty-six (36) inch x eighty (80) inch personnel door, location to be determined by the City.
- c. yes One additional heavy duty thirty-six (36) inch x eighty (80) inch personnel door, location to be determined by the City

4.3 Structural Frame

- a. yes Purlin Spacing: To Provide for structural stability and to provide for installation of accessory items, the main structural trusses shall be laterally braced by tubular purlins at intervals required by the truss design. X bracing shall terminate at every bay
- b. yes Wind and Frame Bracing: The structure shall be appropriately stabilized with wind bracing cables well as any required secondary node restraint assemblies so as to efficiently transfer wind, snow, and seismic induced stresses to the

foundation/anchoring system.

- c. yes Building shall be engineered to 10 Pounds per square foot ground snow load and 90 miles per hour wind for a 3 second gust.
- d. yes Connecting joints: connections between structural elements shall be designed so as to transfer the compressive and tensile forces present in a given joint. A minimum of Grade 5 bolts shall be used at each truss chord joint. Primary axial steel, secondary purlins and end wall frame connections shall be made with a minimum of Grade 5 hex bolts, carriage bolts and self-drilling screws.
- e. yes Mechanical Equipment Interface: The main structural roof trusses shall allow for installation of electrical and mechanical equipment based on collateral loads. Likewise, the structure shall accept penetrations through the membrane for access doors and mechanical services with minimal modification.
- f. yes Ancillary Systems: The structure shall be designed such that it can be readily retrofitted with insulation systems and other ancillary systems such as lighting, sprinklers, HVAC, provided collateral load factors are taken into account.
- g. yes Alternative Cladding Materials: The structure shall be designed such that alternative covering materials such as metal wall cladding can be added with minimal modification, if required.
- h. yes All hardware needed to assemble buildings shall be supplied by bidder.

4.4 Membrane Cladding System

- a. yes The roof membrane shall for a weather tight shell over the structural frame. In order to provide for a good finished appearance and to insure weather tightness, the membrane shall be assembled and tensioned, in a manner to minimize wrinkles in hot and cold temperatures.
- b. yes The gable wall membrane cladding shall be manufactured and connected to form one piece to the adjacent wall and roof cladding.
- c. yes Roof Membrane horizontal stretch shall be maintained with horizontal purlins requiring no ongoing maintenance.
- d. yes Base tensioning system: The membrane cladding shall be provided with a mechanical tensioning system that allows the membrane to be fully tensioned around the structure perimeter. The system shall be designed such that the membrane can be tightly and neatly secured over the structural frame and such that the system has remaining range of adjustments
- e. yes Membrane seal at opening and base: the bidder shall provide all the materials and methods necessary to fully and seal the membrane material around all doors, ventilation, and other openings as well as around the structure perimeter below the main tensioning system. The seal shall provide a neat and finished appearance and eliminate any loose membrane cladding that would otherwise be damaged by flapping or abrasion. When a membrane base skirt is required, this shall be supplied and attached at the base perimeter to allow a reasonable seal against air and water intrusion.
- f. yes The membrane shall not be designed to function as a structural member such that, should

any damage to or penetrations of the membrane occur, the integrity of the structural framework shall not be affected.

- ~~g.~~ yes The bidder shall provide drawings and calculations acceptable to the architect/engineer of the record, meeting the provisions of the applicable state building code. The contractor shall bear all costs for production of drawings and associated structural calculations. Contractor shall make all revisions and corrections to those documents required for approval and shall resubmit as required to obtain approvals.

4.5 Interior:

- ~~a.~~ yes Below the main trusses shall be clear of any structural support members and shall provide unobstructed floor space

4.6 Exterior

- ~~a.~~ yes No exterior purlins, guy ropes, or cables shall be used for anchoring the structures

5. Materials

- 5.1 All materials used in the structure shall be new, without defects and free of repairs. The quality of the materials used shall be such that the structure conforms to the performance requirements specified herein.

- ~~a.~~ yes Cladding Membrane: The structure shall be clad with a Flame Retardant polyolefin fabric manufactured by an approved and reputable supplier with demonstrated long-term performance. The polyolefin membrane fabric shall be waterproof and free from defects. Shall meet NFPA 701 testing criteria.

- ~~b.~~ yes Metal: The main structure shall consist of welded truss arches with parallel tube chords separated by webbing. Parallel tube cords are made from structural steel tubing, cold-formed and induction welded of modified grade carbon steel, providing a finished tubular product with exceptional mechanical and corrosion resistant properties. The tube cord shall be post production hot dip galvanized and to be sized to avoid deflections.

- ~~c.~~ yes Tolerances: all dimensional tubing tolerances shall be in accordance with ASTM A500, Section 10

- ~~d.~~ yes TUBING: Tubing shall be manufactured using steel conforming to ASTM A568 and ASTM A1011. Finished steel tubing used in the structure must have the following minimum structural and mechanical properties based on standard ASTM A500:

Tension Ultimate: 55 KSI and Yield: 50 KSI

Corrosion Protection: All steel tube components, trusses, purling, fastening tubes shall be coated, on the exterior, with a gloss finishing providing a corrosion resistance of 1800 hours as per ASTM B117-90;

Coatings: Zinc conforms to ASTM B6, Standard Specifications for Zinc, High Grade (1.1.3.) and Special High Grade (1.1.2.).

Exterior: In-line galvanized to a normal coating zinc weight of 0.6 oz/ft². Chromate conversion coating applied over the galvanized surface to provide additional corrosion

protection. Clear organic polymer applied as the top surface coat to retard oxidation, enhance surface appearance and provide a primer for subsequent painting or powder coating processes as desired.

Interior: Full zinc based organic coating applied to 100% of the interior surface as a corrosion barrier.

Corrosion Protection: All steel truss tube components, shall be Hot Dip Galvanized after complete fabrication. In accordance with ASTM A123M. No welding is permitted after the galvanizing process. Triple Coat or other in line galvanizing will not be accepted on welded members as it does not provide galvanizing on the inside of the tubes. In-line galvanizing is acceptable on non-welded pieces.

e. yes **BOLTS:** Bolts subjects to extreme stress and wear shall be structural bolts of Grade 5 and plating/galvanization that has been upgraded with a corrosion resistant topcoat finish. All bolts shall be installed and securely torqued so as to prevent change in tightness. Those subject to removal or adjustment shall not be swaged, peened, staked, or otherwise installed.

f. yes **MEMBRANE TENSIONING HARDWARE:** The fabric membrane shall be tensioned with load rated hardware. Hardware shall allow full and free rotation at the foundation connection to avoid fatigue of threaded assemblies.

g. yes **MEMBRANE TENSIONING WEBBING:** The membrane shall be tensioned with load tested tie downs.

h. yes **CABLE ASSEMBLIES:** Main and wind bracing cable assemblies shall be manufactured to the required length and press swaged with metal sleeves, or clevis/turnbuckle system. Cable Bracing is to terminate at every bay. The cables are manufactured using performed galvanized cables, sized with appropriate safety factors.

3/16" dia.	=	4,200 lbs.
1/4" dia.	=	7,000 lbs.
5/16" dia.	=	9,800 lbs.
3/8" dia.	=	14,400 lbs.
1/2" dia.	=	22,800 lbs.

i. yes **OTHER FASTENERS:** Non-structural fasteners such as wood screws, Tek screws, etc. shall be standard commercial quality.

j. yes **EXTERIOR TRIM:** The aluminum alloy used in the extrusion shall meet or exceed 6063-T5

k. yes **PIECE MARKING AND IDENTIFICATION:** All individual parts or bundles and packages of identical parts shall be clearly marked for identification. Bolts, nuts, washers, and fasteners shall be packaged according to type, size, and length.

l. yes All roofs, walls, end walls and connecting sections shall be weather tight. The material shall be selected from the manufacturer's standard colors for the sidewalls and roof panels. The material scrim and coating shall be UV stabilized and shall carry a minimum 10-year manufacturer's warranty. The minimum fabric specification is as follows:

Total Fabric Weight	12.0 oz/yd ² (407 g/m ²) +/- 5%
Coating Thickness	4 mil average, each side
Finished Thickness	23 mils (ASTM D5199)
Grab Tensile Strength	355 lbs (ASTM D5034)
Strip Tensile Strength	270 lbs/in (ASTM D5035)
Tongue Tear Strength	115 lbs (ASTM D2261)
Trapezoidal Tear	95 lbs (ASTM D-4533)
Mullen Burst	675 psi (ASTM D3786)
Cold Crack Resistance	-60 °C (ASTM D2136)
UV Resistance & Weathering	>90% retention after 2000 hrs. ASTM G15

6. Warranty

6.1 Warranty:

- a. ~~yes~~ 50 year Frame and 10 year fabric warranty, beginning from the date of acceptance of complete installation by the City.
- b. ~~yes~~ Truss framework tubing shall be hot dip galvanized inside and out of tubing after fabrication. Manufacturer shall provide a minimum 3-year pro-rata warranty on the trusses.

7. DELIVERY/DOCUMENTATION

- 7.1 **FOB Terms:** Equipment supplied under this specification shall remain the property of the Bidder until delivery to and accepted by the City of Fayetteville. Items shall be classified as FOB Destination, freight prepaid where the seller/bidder pays all freight charges, bears all freight charges, owns goods during transit and files any claims.

8. ADDITIONAL SPECIFIC JOB REQUIREMENTS:

- a. The City will release all work presented in the at one time with a single Notice to Proceed.
- b. Work shall be completed within sixty (60) calendar days of Notice to Proceed.
- c. Work shall not start without the acceptance of insurance, and performance and payment bonds by the City.
- d. 5% retainage will be applied to payments associated with this project until completion and acceptance
- e. There will be no liquidated damages associated with this bid.
- f. All work shall be performed between the hours of 7:00 AM and 11:00 PM, Monday through Sunday, as allowed by the Fayetteville Noise Ordinance. Contractor shall work with the City and insure no interruption of Operations at the site.
- g. Contractor shall take into consideration there are nearby City operations taking place. The Recycling and Trash Center is under construction for major improvements. Also, the Parks & Recreation Department, Fleet Division, and Transportation Department are all on site in close vicinity to the site of this project.

[illegible]

E1-1.0

FRU88X-6 400

MEMBRANE STRUCTURE FABRIC WITH ARMORKOTE™

INTERTAPE POLYMER GROUP®

TECHNICAL DATA SHEET

DESCRIPTION

Nova-Shield® brand FRU88X-6 400 is a flame-retardant, heavyweight fabric for applications requiring UV stability, such as membrane structures and alternate daily landfill covers. The scrim is produced in a special weaving pattern to enhance thickness, flatness, abrasion resistance, and tear properties. The flame-retardant proprietary coating is used to enhance abrasion resistance, flex resistance, seam strength, UV resistance and longevity.

FABRIC SPECIFICATIONS

Weave: Woven clear HDPE scrim using natural FR/UV tapes
Coating: LDPE, 4 mil average each side (95 g/m²/side)
Color: White, blue, green, grey, sandstone and other colors available upon request
Weight: 12.4 oz/yd² (407g/m²) +/- 5 %
Thickness: 23 mil (0.59 mm) ASTM D1777

ROLL SPECIFICATIONS

Cores: 4 inch I.D. or 5 inch I.D. available
Width: Up to 144 inches (-0, +0.5) as ordered
Length: Minimum 250 yds/roll; up to 1000 yds/roll

These values are typical data and are not intended as limiting specifications.



intertape polymer group®

100 Paramount Drive, Suite 300 | Sarasota, FL 34232 | USA

Customer Service: 800.565.2000

www.itape.com | info@itape.com

PERFORMANCE PROPERTIES

The following data are typical values based on ASTM standard tests. This data should not be considered specification.

Grab Tensile ASTM D5034	Warp 360 lb 1598 N / Weft 350 lb 1555 N
Strip Tensile (N/5cm) ASTM D5035	Warp 275 lb/in (2444)/Weft 250 lb/in (2222)
Tongue Tear ASTM D2261	Warp 120 lb 533 N / Weft 110 lb 489 N
Trapezoidal Tear ASTM D4533	Warp 100 lb 444 N / Weft 90 lb 400 N
Mullen Burst ASTM D3786	675 psi / 4657 kPa
Accelerated UV Weathering ¹ ASTM G154	>90 % strength retention after 2000 hrs exposure @ 0.77 W/m ² /nm, or 1200 hrs exposure @ 1.35 W/m ² /nm
Accelerated Natural Weathering ASTM G90	>80 % strength retention after 5 Florida Standard Years ²
Low Temperature Bend ASTM D2136	-60°C

¹ Q.U.V [A-340 Lamps]; 8 hrs UV @ 60°C; 4hrs condensation @ 50°C ² 1333 MJ

FR PERFORMANCE

This product meets the requirements of NFPA 701 – 2010 (Method 1 and Method 2), 2004 (Method 1 and Method 2), 1989 (large and small scale) and 1996 (tests 1 and 2), CAN/ULC S109-M87 (small and large scale), CAN/ULC S102-03, CAN/ULC S102.2-03, ASTM E84-00a (Class 1), UBC31-1, California Fire Marshal (F-51405).

While we believe them to be reliable, the statements and information herein are only for general guidance and are not warrants or guarantees for accuracy and completeness. The user must, by test or otherwise, determine suitability for this purpose. There is no warranty of fitness for a particular purpose. Our standard term and conditions of sale apply exclusively to all orders, and all liability for damages of any kind, including consequential, exceeding purchase price is excluded. No one is authorized by us to make oral warranties. We reserve the right to make changes without notice or obligation in our products and publications.

EFFECTIVE: 3/14

NovaShield®
— BRAND —

City of Fayetteville
Bid 16-50, Construction - Fabric Storage Building
Instructions to Bidders

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3 Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4 Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4 Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1 The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1 Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2 Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1 Bids are due as indicated in the Advertisement for Bids.
- 8.2 Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4 Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5 Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2 All names must be typed or printed in black ink below the signature.
- 9.3 The address and telephone number for communications regarding the Bid must be shown.

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.

11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.

11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7 The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

PART TWELVE - CONTRACT TIME

- 12.1 The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1 Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1 A Contractor's License is required to bid this project, however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

- 18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

23.1 Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

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

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1 Americans with Disabilities Act.
- 27.2 Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3 Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1 All bidders shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

City of Fayetteville
Bid 16-50, Construction - Fabric Storage Building
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. **ATTACHMENTS TO BID DOCUMENTS:**

- a. **Appendix I:** Arkansas Department of Labor Prevailing Wage Determination
- b. **Appendix II:** Project Drawing
- c. **Appendix III:** Truss Profile

ASA HUTCHINSON
GOVERNOR



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

LEON JONES, JR.
DIRECTOR

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

August 17, 2016

Les McGaugh
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: BID 16-50, CONSTRUCTION
FABRIC SALT STORAGE BUILDING
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. McGaugh:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **16-122** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

Lorna Kay Smith

Lorna K. Smith
Prevailing Wage Division

Enclosures

Bid 16-50, Appendix I

Arkansas Department of Labor Prevailing Wage Determination**Date:** 8/17/2016**Determination #:** 16-122**Expires:** 2/17/2017**Project:** Bid 16-50, Construction - Fabric Salt Storage Building**Site:****City:** Fayetteville, Arkansas**Project County:** Washington**Survey#:** 716-AR05

COUNTY(S)	Group
Washington	5

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Asbestos Worker/Insulator	\$13.30	\$3.45
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$22.90	
Carpenter	\$15.10	\$2.35
Concrete Finisher/Cement Mason	\$16.75	
Elevator Mechanic	\$24.30	\$12.18
Glazier	\$14.30	\$2.00
HVACR Mechanic (Excludes Duct Work)	\$16.50	\$0.65
Ironworker (Including Reinforcing Work)	\$12.85	\$0.38
Laborer	\$11.95	
Marble/Tile/Terrazzo	\$12.69	
Metal Building Erector	\$15.50	
Millwright	\$10.85	\$1.65
Painter/Sheet Rock Finisher	\$14.85	
Plasterer	\$13.00	
Plumber/Pipefitter	\$21.30	\$2.30
Roofer	\$15.05	
Sheet Metal (Includes Duct Work)	\$16.45	\$4.00
Sprinkler Fitter	\$20.00	\$2.83
Waterproofing	\$16.30	\$1.29
Group 1 - Operator	\$15.10	\$3.40
Group 2 - Operator	\$18.20	
Group 3 - Operator	\$15.85	\$2.75
Group 4 - Operator	\$15.50	\$2.55
Laborer (Brick/Stone Tender)	\$13.20	
Low Voltage/Alarm Installer	\$14.00	\$2.40
Truck Driver (Excludes Dump Truck)	\$12.30	
Electrician	\$21.65	\$1.40

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2016

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

Power Equipment Operators:

Group I

Operators engaged in operating the following equipment: Cranes, draglines, shovels and piledrivers with a lifting capacity of 50 tons or over, and operators of all tower climbing cranes and derricks required to work 25 feet or over from the ground, blacksmith and mechanics.

Group II

Operators engaged in operating the following equipment or performing work relative to the engineer's jurisdiction: Hydraulic cranes, cherry pickers, backhoes, and all derricks with a lifting capacity less than 50 tons, as specified by the manufacturer, all backhoes, tractor or truck type, all overhead & traveling cranes, or tractors with swinging boom attachments, gradealls all above equipment irrespective of motive power, leverman (engineer), hydraulic or bucket dredges, irrespective of size, trackhoes, excavators.

Group III

Heavy Equipment Operators. Operators engaged in operating the following equipment: all bulldozers, all front end loaders, all sidebooms, skytracks, forklifts, all push tractors, all pull scrapers, all motor graders, all trenching machines, regardless of size or motive power, all backfillers, all central mixing plants, 10S and larger, finishing machines, all boiler fireman high or low pressure, all asphalt spreaders, hydro truck crane, multiple drum hoist, irrespective of motive power, all rotary, cable tool, core drill or churn drill, water well and foundation drilling machines, regardless of size, regardless of motive power and dredge tender operator, asphalt paving machines.

Group IV

Light Equipment Operators. Operators engaged in operating the following equipment: Oilerdriver motor crane, single drum hoists, winches and air tuggers, irrespective of motive power, winch or A frame trucks, rollers of all types and pull tractors, regardless of size, elevator operators inside and outside when used for carrying workmen from floor to floor and handling building material, Lad-A-Vator Conveyor, batch plant, and mortar or concrete mixers, below 10S, end dump euclid, pumpcrete spray machine and pressure grout machine, air compressors, regardless of size. All light equipment, welding machines, light plants, pumps, all well point system dewatering and portable pumps, space heaters, irrespective of size, and motive power, equipment greaser, oiler, mechanic helper, drilling machine helper, asphalt distributor and like equipment, safety boat operator and deckhand.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

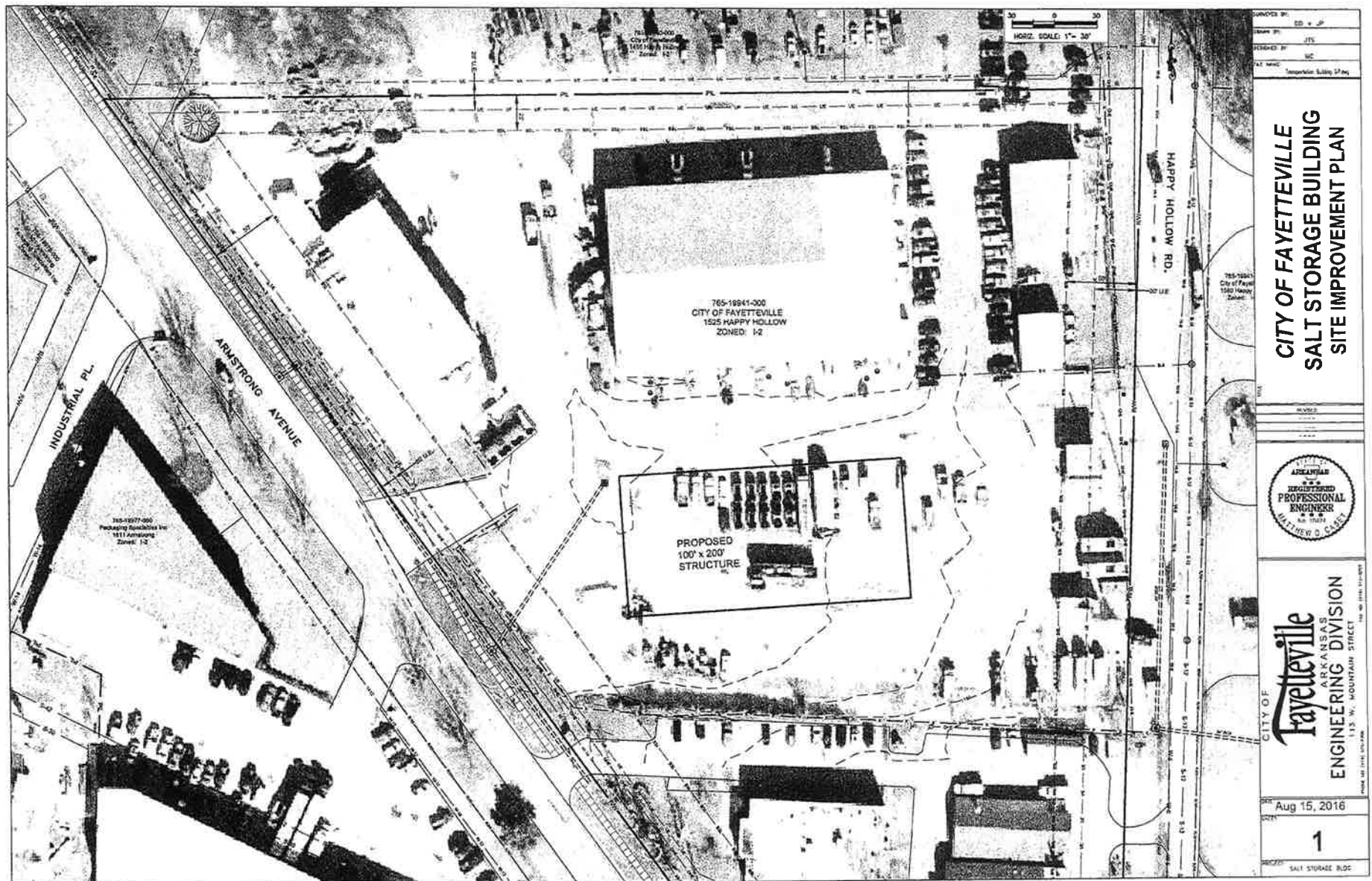
PROJECT: **BID 16-50, CONSTRUCTION - FABRIC SALT STORAGE BUILDING**
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-122** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	<i>Pianalto Construction, Inc</i>	<i>875 Henry DeTont' Blvd, Springdale, AR 72762</i>	<i>479-790-481</i>	<i>John Pannett VP.</i>
Electrical Subcontractor	<i>N/A</i>			
Mechanical Subcontractor	<i>N/A</i>			
Plumbing Subcontractor	<i>N/A</i>			
Roofing/ Sheet Metal Subcontractor	<i>N/A</i>			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

Bid 16-50, Appendix I



Bid 16-50, Appendix II

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Pianalto Investments LLC

2 Business name/disregarded entity name, if different from above

Pianalto Construction, Inc.

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **S**

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

PO Box 6877

Requester's name and address (optional)

6 City, state, and ZIP code

Springdale, AR 72766

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 2 9 2 4 6 1 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Linda Pianalto, Secretary

Date ▶

1-1-2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0608

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$27,167.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FROM APRIL THROUGH OCTOBER 2016

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$27,167.00 representing donation revenue to Animal Services from April through October 2016.

City of Fayetteville Staff Review Form

2016-0608

Legistar File ID

12/20/2016

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

Justine Lentz

11/22/2016

Animal Services /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

A resolution to approve a budget adjustment in the amount of 27,167, representing donation revenue to the animal services program from April 1 to October 31, 2016.

Budget Impact:

see attached detail

General Fund

Account Number

Fund

33048.1 and 33049.1

Animal Services Misc. Donations

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 27,167.00

Remaining Budget \$ 27,167.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Staff recommends approval of a budget adjustment in the amount of \$27,167.00



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor Jordan and City Council

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

FROM: Justine Lentz, Animal Services Superintendent

DATE: November 22, 2016

SUBJECT: Approval of a Budget Adjustment for Animal Services Program

RECOMMENDATION:

A resolution to approve a budget adjustment in the amount of \$27,167, representing donation revenue to the animal services program received from April through October 2016.

BACKGROUND:

Animal Services would like to recognize donation revenue from citizens and businesses made from April through October of this year. These funds are donated by citizens and organizations to benefit the animals cared for by the Animal Services program.

DISCUSSION:

BUDGET/STAFF IMPACT:

Recognize animal shelter donations in the amount of \$27,167.00

Attachments:

Budget adjustment

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2016	Division /Org2 ANIMAL SERVICES (671) Requestor: Justine Lentz	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Allocate donation revenue that was received from April 1 through October 31, 2016.

RESOLUTION/ORDINANCE	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0608
	<i>Barbara Fell</i>	
	11/28/2016 8:46 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		27,167	27,167	v.20161021		
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name
	Expense	Revenue	Project	Sub		
1010.671.2740-4809.00	-	26,555	33048	1	RE	Donations - Donations
1010.671.2740-4809.00		612	33049	1	RE	Donations - Donations
1010.671.2740-5210.00	6,555	-	33048	1	EX	Minor Equipment - :
1010.671.2740-5400.00	20,000	-	33048	1	EX	Building & Grounds - Maintenance
1010.671.2740-5200.03	612	-	33049	1	EX	Supplies - Veterinary
	-	-				
	-	-				
	-	-				
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	-	-				
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	-	-				
	-	-				
	-	-				



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0624

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

HOGWASH CARWASH, LLC:

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH HOGWASH CARWASH, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF EAST HUNTSVILLE ROAD BETWEEN SOUTH ERIKA AVENUE AND SOUTH SEVEN HILLS DRIVE AT A TOTAL COST OF \$8,232.00

WHEREAS, Hogwash Carwash, LLC has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive, a distance of approximately 100 feet, so Hogwash may develop property located on East Huntsville Road; and

WHEREAS, construction of the sewer main will provide sewer service to an infill project which is increasing the population density in this area, and will 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 serve 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a cost share agreement with Hogwash Carwash, LLC for construction of a sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive, with the total estimated project cost of \$8,232.00 to be shared equally between the City and Hogwash Carwash, LLC.

City of Fayetteville Staff Review Form

2016-0624

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

12/2/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Hogwash Carwash, LLC to share the costs of installing a sewer main on East Huntsville Rd. between S. Erika Ave. and S. Seven Hills Dr. The estimated total cost of the project is \$8,232.00. The cost share is one-half of the estimated project cost, in the amount of \$4,116.00.

Budget Impact:

5400.720.5600-5808.00

Water/Sewer

Account Number

Fund

02067.1

Water and Sewer Cost Sharing Project

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 96,796.00

Funds Obligated \$ 4,510.00

Current Balance \$ 92,286.00

Does item have a cost? Yes

Item Cost \$ 4,116.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 88,170.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Fayetteville City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Water and Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: December 1, 2016

SUBJECT: Cost Share Agreement with Hogwash Carwash, LLC

RECOMMENDATION:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Hogwash Carwash, LLC, to share the costs of installing a sewer main in East Huntsville Road between S. Erika Avenue and S. Seven Hills Drive. The estimated total cost of the project is \$8,232.00. The City's portion of the cost share is one-half the estimated project cost, in the amount of \$4,116.00.

BACKGROUND:

Hogwash Carwash has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive, a distance of approximately 100 feet, so that Carwash may develop the property located on 1096 East Huntsville Road and 1116 East Huntsville Road.

DISCUSSION:

Constructing this segment of 8-inch main will allow development of these properties and will also provide for ample future capacity which the City recognizes will be necessary for the area that is served by this sewer main.

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 December, 2016, by and between the City of Fayetteville, Arkansas ("City") and Hogwash Carwash, LLC, ("Hogwash"), witnesseth:

WHEREAS, Hogwash has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of East Huntsville Road between South Erika Avenue and South Seven Hills Drive, a distance of approximately 100 feet, so that Carwash may develop the property located on 1096 East Huntsville Road and 1116 East Huntsville Road; and

WHEREAS, constructing this segment of 8-inch main will allow development of these properties and will also provide 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 Hogwash Carwash, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Furnish the labor, materials, and equipment to install approximately 100 linear feet of 8-inch sewer main on East Huntsville Road between South Erika Avenue and South Seven Hills Drive.
- B. Bear any costs associated with the sewer main installation that exceed the amount Carwash agrees to pay below.

2. Hogwash Carwash, 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 **\$4,116.00** which represents one-half of the project cost estimated by the City of Fayetteville.
- B. Deposit the funds in the amount of **\$4,116.00** with the City of Fayetteville prior to City Council consideration of the agreement.

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

HOGWASH CARWASH, LLC

By: 
GARRISON RODDEY
Managing Member

**CITY OF FAYETTEVILLE,
ARKANSAS**

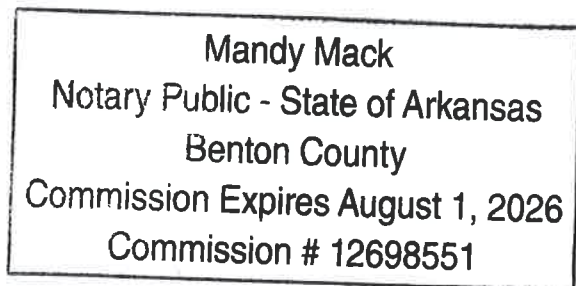
By: _____
LIONELD JORDAN, Mayor

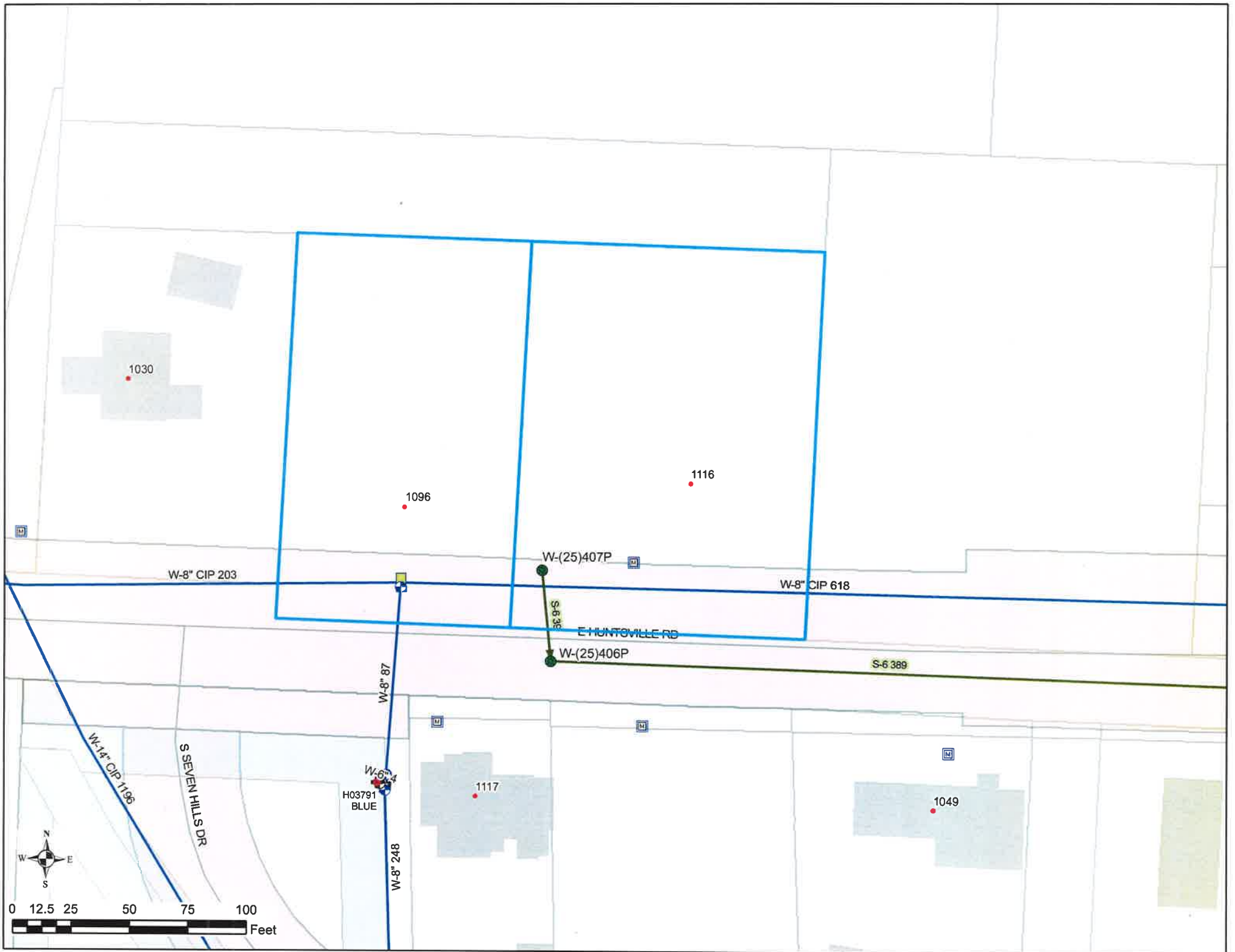
ATTEST:

By: 

ATTEST:

By: _____
SONDRA SMITH, City Clerk









City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0626

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

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. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$20,000.00 for additional legal services related to the White River water quality standards petition to the Arkansas Pollution Control and Ecology Commission.

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

2016-0626

Legistar File ID

12/20/2016

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

Tim Nyander

12/2/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

Budget Impact:

5400.720.5700-5314.00

Water/Sewer

Account Number

Fund

11014.1102

White River NPDES UAA and APCEC Action

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 90,236.00

Funds Obligated \$ 90,235.74

Current Balance \$ 0.26

Does item have a cost? Yes

Item Cost \$ 20,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 20,000.00

Remaining Budget \$ 0.26

V20140710

Previous Ordinance or Resolution # 151-16

Original Contract Number: 2182

Approval Date:

Comments:

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: December 1, 2016

SUBJECT: Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC, for an additional \$20,000, for White River Water Quality Standards Petition

RECOMMENDATION:

Staff recommends approval of Amendment No. 5 to the contract with Mitchell, Williams, Selig, Gates & Woodyard, PLLC, increasing the compensation up to \$15,000, for legal actions relating to the White River Water Quality Standards and negotiations with the ADEQ and the Arkansas Pollution Control & Ecology Commission (APCEC), and approval of a budget adjustment.

BACKGROUND:

The Noland WWTP National Pollutant Discharge Elimination System (NPDES) permit contains limits on Total Dissolved Solids (TDS) and minerals, specifically chloride and sulfate. In that permit, the City was required to complete a Petition to the APCEC to change the local stream standards. If the APCEC does not approve our request, we might be required to complete a very expensive modification to our wastewater treatment plant to comply with the very strict limits of chloride, 20 mg/l; sulfate, 20 mg/l; and TDS, 160 mg/l. The estimated capital cost for this modification is approximately \$45 million. The City's team consists of the City's Utility Department, CH2M, and the Mitchell Williams law firm.

DISCUSSION:

The contract between the City and Mitchell Williams law firm was originally set at \$48,000 and was amended in 2013 to \$63,000, in 2014 to \$83,000 and again in 2015 to 97,000 and again in 2016 to \$137,000 to help cover un-anticipated costs due to Act 954. However, additional services are needed requiring the Mitchell, Williams firm to spend more time on the TDS and minerals effort than the amended contract allows for. There are still several tasks to be performed. Below is the list of items that still need to be done:

- Arrange for and meet with ADEQ water and legal division seeking agreement on the requested minerals numbers
- Prepare and file Statement of Basis and Responsiveness Summary (Response to Comments) with the APCEC
- Prepare for and attend (defend) legislative review of the Third-Party Rulemaking by Joint Legislative Public Health and Welfare Committee and the Joint Legislative Rules and Regulations Committee

- Prepare and File with APCEC the Motion to Adopt Water Quality Standard Changes and the Draft Order adopting same
- Prepare for and attend the APCEC meeting seeking final adoption of the changes
- Track submission and approval of the water quality changes to EPA

BUDGET/STAFF IMPACT:

Cost savings from the completed Regional Park Waterlines Project will be moved into the White River NPDES UAA and APCEC Action Project to cover the additional legal costs.

ATTACHMENTS:

Staff Review Form

Amendment No. 5 Agreement

AMENDMENT TO AGREEMENT FOR ENVIRONMENTAL LEGAL SERVICES

CONTRACT AMENDMENT NO. 5

This Contract Amendment No. 5 dated December 2, 2016 shall amend the original contract between the City of Fayetteville, Arkansas, and Mitchell, Williams, Selig, Gates & Woodyard, PLLC., dated April 5, 2011, referred to in the following paragraphs as the original contract.

This Contract Amendment No. 5:

1. Services to be Performed: Adds: Continued actions as required to obtain final approval from the Arkansas Pollution Control and Ecology Commission (APCEC) to modify site specific water quality criteria in the White River, to provide advice and guidance on what actions the City and its consultants need to take to successfully accomplish the task of receiving approval to the petition from two committees of the AR Legislature, and to assist in obtaining relevant approvals from USEPA. The following items are the currently known required actions:

- Team conference(s) to deal with comments by ADEQ.
- Arrange for and meet with ADEQ water and legal division seeking agreement on the requested minerals numbers
- Prepare and file Statement of Basis and Responsiveness Summary (Response to Comments) with the APCEC
- Prepare for and attend (defend) legislative review of the Third-Party Rulemaking by Joint Legislative Public Health and Welfare Committee and the Joint Legislative Rules and Regulations Committee
- Prepare and File with APC&EC the Motion to Adopt Water Quality Standard Changes and the Draft Order adopting same
- Prepare for and attend the APC&EC meeting seeking final adoption of the changes
- Track submission and approval of the water quality changes to EPA.

8. Compensation: Replaces not to exceed compensation amount of \$108,000 with not to exceed compensation amount of \$20,000.

WITNESS OUR HANDS THIS 2nd DAY OF DECEMBER, 2016.

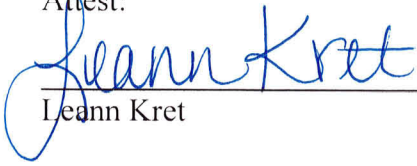
**MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, PLLC**

**CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS**


BY Marcella J. Taylor and
Allan Gates

LIONELD JORDAN, Mayor

Attest:



Leann Kret

Mitchell, Williams, Selig, Gates & Woodyard, PLLC
425 West Capitol Avenue, Suite 1800
Little Rock, AR 72201

Attest:

Sondra Smith, City Clerk

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Budget Year	Division	Adjustment Number
2016	WATER SEWER (720)	
	/Org2	
	Requestor: Cheryl Partain	

A BA is needed within the White River NPDES UAA and APCEC Action Project to cover the cost of additional legal services related to the White River Water Quality Standards Petition to the Arkansas Pollution Control and Ecology Commission. Cost savings from the completed Regional Park Waterlines project will be moved into the White River NPDES UAA and APCEC Action project to cover the additional legal costs.

	COUNCIL DATE:	12/20/2016
	LEGISTAR FILE ID#:	2016-0626
	<i>Barbara Fell</i>	
	<i>12/2/2016 3:31 PM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0551

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

CITY HALL AUDIO-VISUAL RENOVATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,921.00 CONSOLIDATING THREE PROJECT ACCOUNTS RELATED TO THE CITY HALL AUDIO-VISUAL RENOVATION PROJECT AND TO APPROVE A CHANGE ORDER FOR ACCOUNTING PURPOSES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$5,921.00 consolidating three project accounts related to the City Hall Audio-Visual Renovation Project and further approves a change order for accounting purposes allowing the funds to be drawn from the consolidated master project account.

City of Fayetteville Staff Review Form

2016-0551

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Doug Bankston

12/1/2016

Communications & Marketing /
Communications & Marketing Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The City Hall Audio-Visual Renovation project, specified by RFP 15-09 that was approved by City council in December 2015, as a whole and absorbed several projects that had been set up independently because of technology advancements over the five-year CIP period. Staff recommends moving funds from remaining projects into the master project 13004 City Hall Audio-Visual Renovation and requests a P.O. change order to include a miscellaneous line item to simplify the payment and accounting process.

Budget Impact:

4470.9470.5315.00

Sales Tax Capital Improvements

Account Number

Fund

13004

City Hall A-V Upgrade

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 262,643.00

Funds Obligated \$ 260,492.10

Current Balance \$ 2,150.90

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,921.00

Remaining Budget \$ 8,071.90

V20140710

Previous Ordinance or Resolution # 240-15

Original Contract Number:

Approval Date:

Comments: \$1,994 from 14005 Media Location Production System and \$3,927 from 15007 Digital Signage Implementation for a total of \$5,921 will be moved into Master Project 13004 City Hall Audio-Visual Renovation.

TO: Mayor Jordan

THRU: Susan Norton, Communications Director
Don Marr, Chief of Staff

FROM: Doug Bankston, Media Services Director

DATE: December 1, 2016

SUBJECT: Resolution to Approve Moving Project Remaining Funds into the Master Project City Hall Audio-Visual Renovation and a Contract P.O. Change Order

RECOMMENDATION:

Staff recommends moving funds from previous projects into the master project 13004 City Hall Audio-Visual Renovation and approving a Field Shop, Inc. contract change order to encompass the remainder items so as to simplify the payment and accounting process.

BACKGROUND:

The City Hall Audio-Visual Renovation project, specified by RFP 15-09 that was approved by City Council in December 2015, as a whole absorbed several projects that had been set up independently.

DISCUSSION:

At the beginning of the current CIP cycle, several smaller projects for City Hall audio-visual improvements were set up as independent projects. These include: 14005 Media Location Production System and 15007 Digital Signage Implementation. A master audio-visual renovation project was also set up: 13004 City Hall Audio-Visual Renovation. Rather than breaking payments for services across multiple projects, moving remaining project funds into the master project 13004 and creating a change order for a miscellaneous line item of \$8,068 for some remaining equipment/installation would simplify the payment and accounting process by pulling from one account, instead of several.

BUDGET/STAFF IMPACT:

Total unchanged. Only consolidates individual projects into a master project.

Attachments:

Staff Review Form, Staff Review Memo, Budget Adjustment

Budget Year	Division	Adjustment Number
2016	MEDIA SERVICES (060)	
	/Org2	
	Requestor: Doug Bankston	

The City Hall Audio-Visual Renovation project, specified by RFP 15-09 that was approved by City council in December 2015, as a whole absorbed several sub-projects that had been set up independently because of technology advancements over the five-year CIP period. Staff recommends moving funds from remainder sub-projects into the master project 13004 City Hall Audio-Visual Renovation for miscellaneous installation and equipment, requests approval of a budget adjustment and requests a change order to include a miscellaneous line item to simplify the payment and accounting process.

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0628

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

BID NO. 16-63 T-N-T, INC.:

A RESOLUTION TO AWARD BID NO. 16-63 AND AUTHORIZE A CONTRACT WITH T-N-T, INC. OF VAN BUREN, ARKANSAS IN THE AMOUNT OF \$97,560.00 FOR CONSTRUCTION OF AN ACCESS DRIVE, CURB AND GUTTER, AND PARKING IMPROVEMENTS AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,756.00

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. 16-63 and authorizes a contract with T-N-T, Inc. of Van Buren, Arkansas in the amount of \$97,560.00 for construction of an access drive, curb and gutter, and parking improvements at Wilson Park, and further approves a project contingency in the amount of \$9,756.00.

City of Fayetteville Staff Review Form

2016-0628

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Ken Eastin

12/2/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with T-N-T, Inc. of Van Buren, AR in the amount of \$97,560.00 and a project contingency in the amount of \$9,756 (approximately 10%) for a total cost of \$107,316.00 for the construction of road and parking improvements at Wilson Park per Bid #16-63.

Budget Impact:

2250.520.9255-5806.00

Park Development Fund

4470.900.9470-5819.00

Sales Tax Cap Imp

Account Number

Fund

13001.1601

Wilson Park Grant Match

16004.1

Park Paving Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 667,000.00

Funds Obligated \$ 772.20

Current Balance \$ 666,227.80

Does item have a cost? Yes

Item Cost \$ 107,316.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 558,911.80

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: PLEASE NOTE: Funds in project 13001.1601 will also be utilized in Legistar Request #2016-0630, Playground Installation.

MEETING OF DEC 20TH, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

FROM: Ken Eastin, Park Planner II

DATE: December 1, 2016

SUBJECT: **Resolution to approve a contract with TNT Construction, Inc. for the construction of access drive, curb and gutter, and parking improvements at Wilson Park.**

RECOMMENDATION:

Staff recommends approval of a contract with T-N-T, Inc. of Van Buren, AR in the amount of \$97,560.00 and a project contingency in the amount of \$9,756 (approximately 10%) for a total cost of \$107,316.00 for the construction of road and parking improvements at Wilson Park per Bid #16-63.

BACKGROUND:

The City of Fayetteville has been working toward the replacement of the Wilson Park playgrounds, as well as improvements to the westernmost entry drive off W. Prospect Street. The drive and parking improvements include demolition, installation of a new road base, placement of new asphalt, construction of concrete curbs and gutters, delineation of parallel parking spaces through striping, and the construction of a new van-accessible handicap parking space adjacent to the proposed playground. This requested work has been prioritized due to the lack of curb and gutter in this immediate area and the deteriorated condition of the asphalt drive.

Curb and gutter has previously been added to the larger paved parking area accessible off Wilson Street; however, it does not exist along the northern edge of the westernmost portion of this lot or along either side of the access drive which connects north to Prospect St. Providing curb and gutter along the access drive will greatly improve erosion issues along the unprotected drive, as well as prevent unauthorized parking beneath trees and on the grassed areas adjacent to the drive. Currently this unauthorized parking is controlled by the placement of large boulders along the drive. This creates mowing and maintenance issues and does little to prevent water erosion. Once the curb and gutter is completed, the erosion issues will be improved and the boulders will be removed and reused in landscape beds.

In addition to the curb and gutter, the asphalt surface of this north-south entry drive will be completely removed and replaced. Originally, this drive was surfaced with little or no structural base. Over the years, the asphalt has cracked and deteriorated into its current, poor condition.

This broken surface will be removed and further excavated to provide for a solid, 4" base of compacted gravel. The asphalt will then be placed atop the base with a 3" binder and a 2" surface course of hot mix asphaltic concrete. This will be expected to withstand many years of maintenance-free service.

In addition to the above work, this entry drive will be resigned as a one-way drive off Prospect and parallel parking spaces will be striped along the west side of the drive. Traffic control markings and additional parking spaces will also be striped throughout this westernmost parking lot off Wilson St, in addition to traffic signage. This will delineate and designate specific parking spaces in an effort to better organize traffic flow and parking throughout this lot.

Finally, this project will also include the construction of a van-accessible ADA parking space on the southern side of the parking lot adjacent to the playground project (Legistar request 2016-0630). This will ensure that ADA parking needs are met in proximity as well as ensuring an accessible path of travel will be provided to the playground.

DISCUSSION:

Bid #16-63 was advertised on Wednesday October 19 and October 26, and the official opening was October 27, 2016. A total of six contractors bid the project with T-N-T Inc. being the low bid in the amount of \$97,560.00.

The bid for this work includes mobilization, demolition and removal of the existing drive, site preparation and protection for construction, excavation of poor base materials beneath the new drive, placement and compaction of 4" class 7 base, placement of a 3" asphalt binder and 2" asphalt surface course, construction of approximately 605 LF of 6' concrete curb and gutter, traffic control signage, striping of parking spaces as defined on plans, and construction of a new, van-accessible ADA parking space adjacent to the new playground location.

If approved, the work is anticipated to begin in January and be complete April 2017.

BUDGET/STAFF IMPACT:

Funding has been budgeted and is available in project 13001.1601 Wilson Park Development funds (\$459,000). These funds will be split between this project (Wilson Park Road and Parking Improvements, Legistar request #2016-0628) and an associated project (Wilson Park Playground, Legistar request #2016-0630).

In addition to the funds listed above, the City has been awarded a 50/50 matching grant from the Arkansas State Parks Outdoor Recreation Grant Program in the amount of \$150,000.

Also, in addition to each of the funding sources listed above, Parks and Recreation has \$58,000 budgeted and available in project 16004.1 for Park Paving Improvements. These funds will not be utilized for playground construction, but will benefit this project, Wilson Park Road and Parking Improvements.

Attachments:

Certified Bid Tabulation
T-N-T Inc. bid submittal
Agreement with T-N-T Inc.
Wilson Park Drive and Parking Plans



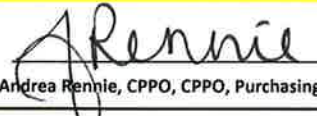
CITY OF FAYETTEVILLE, ARKANSAS
Bid 16-63, Construction - Wilson Park Improvements
OFFICIAL BID TABULATION
BID OPENING: 11/15/2016; 2:00 PM

Certification of Funds: \$108000
 Max Bid Award Limit: \$135000

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Arco Excavation and Paving, Inc		Benchmark Construction		Dixon Contracting Inc.		Goodwin and Goodwin, Inc.		KB Structural, LLC		T-N-T, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization (Not to exceed 5% of project Bid)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 3,600.00	\$ 3,600.00
2	Bonds and Insurance	LS	1	\$ 3,800.00	\$ 3,800.00	\$ 4,020.00	\$ 4,020.00	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 2,800.00	\$ 2,800.00
3	Demolitions, removal and disposal of approx. 90 CY of existing asphalt base and debris	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00
4	Site preparation - including tree protection fencing, tree plank, and straw wattle (3)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,130.00	\$ 10,130.00	\$ 7,500.00	\$ 7,500.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00	\$ 21,250.00	\$ 21,250.00
5	Unclassified excavation	CY	450	\$ 25.00	\$ 11,250.00	\$ 54.00	\$ 24,300.00	\$ 19.00	\$ 8,550.00	\$ 15.00	\$ 6,750.00	\$ 55.00	\$ 24,750.00	\$ 10.00	\$ 4,500.00
6	Concrete flatwork	SF	640	\$ 8.00	\$ 5,120.00	\$ 7.00	\$ 4,480.00	\$ 6.00	\$ 3,840.00	\$ 10.00	\$ 6,400.00	\$ 7.50	\$ 4,800.00	\$ 15.00	\$ 9,600.00
7	2" HMAC Surface course	TON	61	\$ 200.00	\$ 12,200.00	\$ 242.00	\$ 14,762.00	\$ 117.00	\$ 7,137.00	\$ 175.00	\$ 10,675.00	\$ 196.00	\$ 11,956.00	\$ 135.00	\$ 8,235.00
8	3 - inch Asphalt binder	TON	88	\$ 200.00	\$ 17,600.00	\$ 237.00	\$ 20,856.00	\$ 99.00	\$ 8,712.00	\$ 165.00	\$ 14,520.00	\$ 183.00	\$ 16,104.00	\$ 135.00	\$ 11,880.00
9	Class 7 base (4" thick)	SY	570	\$ 23.00	\$ 13,110.00	\$ 28.50	\$ 16,245.00	\$ 10.50	\$ 5,985.00	\$ 20.00	\$ 11,400.00	\$ 22.00	\$ 12,540.00	\$ 16.00	\$ 9,120.00
10	6-inch standard concrete curb and gutter	LF	605	\$ 14.00	\$ 8,470.00	\$ 40.00	\$ 24,200.00	\$ 16.50	\$ 9,982.50	\$ 30.00	\$ 18,150.00	\$ 21.00	\$ 12,705.00	\$ 15.00	\$ 9,075.00
11	Parking striping and markings	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 4,250.00	\$ 4,250.00	\$ 3,800.00	\$ 3,800.00
12	Site restoration - including 4-inch depth topsoil, turf type fescue seed, straw and water	SF	1,800	\$ 1.75	\$ 3,150.00	\$ 1.20	\$ 2,160.00	\$ 11.00	\$ 19,800.00	\$ 3.00	\$ 5,400.00	\$ 2.00	\$ 3,600.00	\$ 4.00	\$ 7,200.00
13	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,800.00	\$ 1,800.00	\$ 2,500.00	\$ 2,500.00
TOTAL BASE BID					\$ 116,200.00		\$ 133,553.00		\$ 98,006.50		\$ 111,795.00		\$ 118,505.00		\$ 97,560.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED:


 Andrea Rennie, CPPO, CPPO, Purchasing Manager

Witness



Date

11/16/16

BID BOND

STATE OF ARKANSAS

Bond #0772989

KNOW ALL MEN BY THESE PRESENTS, that we:

T-N-T Inc 4884 Alma Hwy Van Buren AR 72956

Principal and Contractor,

and Federated Mutual Insurance Company

PO Box 328 Owatonna MN 55060

hereinafter called Surety, are held and firmly bound unto the City of Fayetteville, Arkansas and represented by its Mayor and City Council, hereinafter called Owner, in the sum of

5% of the Proposal DOLLARS (\$)

lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Owner for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Bid and the detailed Drawings and Specifications, entitled:

Construction Wilson Park Improvements
City of Fayetteville, Arkansas

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract within twelve (12) consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within ten (10) consecutive calendar days after written notice of such acceptance enters into a written Contract with the Owner and furnishes a Contract Surety Bond in an amount equal to 100 percent of the base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Owner and the Surety herein agrees to pay said sum immediately upon demand of the Owner in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said T-N-T Inc, as Principal herein,
has caused these presents to be signed in its name by its President
and attested by its _____ under its corporate seal, and the said
Federated Mutual Insurance Company as Surety herein, has
caused these presents to be signed in its name by its
Attorney-In-Fact.

_____ under its corporate seal, this 15th day of November A.D.,
2016.

Signed, sealed and delivered
in the presence of:

T-N-T INC

Principal-Contractor



By Tim Lemonier - President

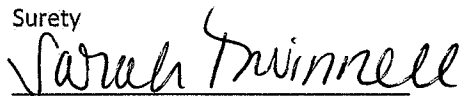
Tim Le Monier
As to Principal

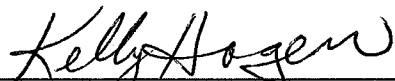
Title

President

Federated Mutual Insurance Company

Surety





Attorney-in-Fact (Power-of-Attorney
to be Attached) Kelly Hagen



As to Surety

By Michael Balenko
Resident Agent Michael Balenko

End of Section

City of Fayetteville
Bid 16-63, Construction – Wilson Park Improvements
Bid Form – ADDENDUM 2

Contract Name: Bid 16-63, Construction – Wilson Park Improvements

Bid Number 16-63

BID TO:

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

BID FROM:

Bidder:

T-N-T Inc.

4884 Alma Hwy, Van Buren, AR 72956

Section 1 – Intent:

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

Section 2 – Terms & Conditions:

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

Section 3 – Bidder's Representations:

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

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

<u>Number</u>	<u>Date</u>
<u>#1</u>	<u>10-20-16</u>
<u>#2</u>	<u>10-31-16</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Price:

ITEM #	DESCRIPTION	UNIT	EST. QTY.	UNIT COST	SUBTOTAL
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1	3,600 ⁰⁰	3,600 ⁰⁰
2	Bonds and insurance	L.S.	1	2,800 ⁰⁰	2,800 ⁰⁰
3	Demolition, removal and disposal of approx. 90 CY of existing asphalt driveway and base	L.S.	1	4,000 ⁰⁰	4,000 ⁰⁰
4	Site preparation - including tree protection fencing, tree planking, and straw wattle (3)	L.S.	1	21,250 ⁰⁰	21,250 ⁰⁰
5	Unclassified excavation	C.Y.	450	10 ⁰⁰	4,500 ⁰⁰
6	Concrete Flatwork	S.F.	640	15 ⁰⁰	9,600 ⁰⁰
7	2" HMA Surface Course	TON	61	135 ⁰⁰	8,235 ⁰⁰
8	3-inch Asphalt Binder	TON	88	135 ⁰⁰	11,880 ⁰⁰
9	Class 7 base (4" thick)	S.Y.	570	16 ⁰⁰	9,120 ⁰⁰
10	6-inch standard concrete curb and gutter	L.F.	605	15 ⁰⁰	9,075 ⁰⁰
11	Parking striping and markings	L.S.	1	3,800 ⁰⁰	3,800 ⁰⁰
12	Site restoration - including 4-inch depth topsoil, turf type fescue seed, straw and water (8)	S.F.	1800	4 ⁰⁰	7,200 ⁰⁰
13	Traffic Control	L.S.	1	2,500 ⁰⁰	2,500 ⁰⁰
BASE BID AMOUNT (sum of subtotals)				\$97,560 ⁰⁰	

Section 5 – Listing of Subcontractors:

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

Section 6 – Contract Times:

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

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

Section 7 – Communications:

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

Tim LeMonier
4884 Alma Hwy
Van Buren AR 72956

Phone No. 479-474-9090

FAX No. 479-474-9092

Section 8 – Signature:

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

SUBMITTED on this 15th Date of November, 20 16.

Arkansas State Contractor License No. 0157420317.

If Bidder is:

OPTION 1: An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 2: A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

OPTION 3: A Corporation or LLC

Corporation Name: T-N-T Inc. (SEAL)

City of Fayetteville, AR

Bid 16-63, Addendum 2

Page 5 | 6

Date of Incorporation: 11-4-2004

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

By: 

(Signature – attach evidence of authority to sign)

Name (type or printed): Tim Le Monier

Title: President

(CORPORATE SEAL)

Business address: 4884 Alma Hwy
Van Buren AR 72956

Phone No.: 479-474-9090 FAX No.: 479-474-9092

End of Section

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **PLAYGROUND REPLACEMENT AND IMPROVEMENTS TO ROADS AND PARKING
WILSON PARK
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-187** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

	Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor	T-N-T Inc.	4884 Alma Hwy Van Buren AR 72956	479-474- 9090	✓  President
Electrical Subcontractor				Tim LeMonier
Mechanical Subcontractor				
Plumbing Subcontractor				
Roofing/ Sheet Metal Subcontractor				

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR **WITHIN 30 DAYS OF THE NOTICE TO PROCEED** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

AFFIDAVIT OF AUTHORITY TO SIGN FOR A CORPORATION

Date 11-15-16

We, T-N-T Inc.

(Name of Corporation)

4884 Alma Hwy

(Street Address)

Van Buren AR 72956

(City, State, and Zip)

Certify that Tim Le Monier

(Typed Name of Individual Granted Authority to Sign for Corporation)

has the authority to execute corporate documents on behalf of our corporation.

Note: An officer of the corporation must sign this form under oath.

Sworn to and subscribed before me:

This day of 15th, November 2016 Day, Month, Year

Elizabeth Eileen Hill Typed Name of Notary Public

Notary Public's Signature & Notary Seal or Stamp

9-15-22 Date My Notary Commission Expires

Tim Le Monier Printed Name of Officer

 Signature of Officer

President Title

City of Fayetteville
Bid 16-63, Construction – Wilson Park Improvements
Vendor References

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

COMPANY NAME: T-N-T Inc.
BUSINESS ADDRESS: 4884 Alma Hwy, Van Buren AR 72956
NUMBER OF YEARS IN BUSINESS: 12 yrs HOW LONG IN PRESENT LOCATION: 10 yrs
TOTAL NUMBER OF CURRENT EMPLOYEES: 20 FULL TIME _____ PART TIME _____
NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 15 FULL TIME _____ PART TIME _____

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

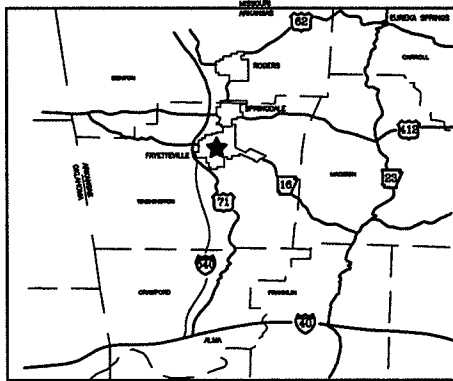
1. City of Fort Smith
COMPANY NAME
Fort Smith AR 72901
CITY, STATE, ZIP
Grant Pierson
CONTACT PERSON
479-784-2225
TELEPHONE
Aug 2014
DATE COMPLETED
gpierson@fortsmithar.gov
E-MAIL ADDRESS

3. Archer Western Contr.
COMPANY NAME
Irving TX 75038
CITY, STATE, ZIP
Terri Keckler
CONTACT PERSON
817-640-3898
TELEPHONE
Aug 2015
DATE COMPLETED
tkeckler@walshgroup.com
E-MAIL ADDRESS

2. City of Alma
COMPANY NAME
Alma, AR 72921
CITY, STATE, ZIP
Mark Yardley
CONTACT PERSON
479-632-2254
TELEPHONE
July 2014
DATE COMPLETED
mark@cityofalma.org
E-MAIL ADDRESS

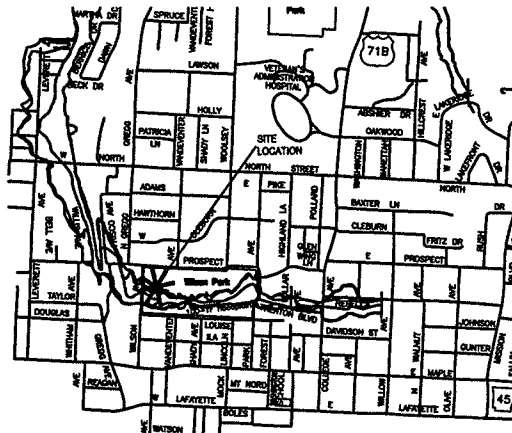
4. Mack Barry Jr.
COMPANY NAME
Fort Smith, AR 72901
CITY, STATE, ZIP
Mack Barry Jr.
CONTACT PERSON
479-782-5021
TELEPHONE
Oct 2015
DATE COMPLETED
None
E-MAIL ADDRESS

CITY OF FAYETTEVILLE BID 16-63 CONSTRUCTION OF WILSON PARK PARKING IMPROVEMENTS 675 N. PARK AVENUE



AREA LOCATION MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE

SCHEDULE OF DRAWINGS

COVER SHEET	1
EXISTING CONDITIONS AND DEMOLITION PLAN	2
SITE PLAN	3
DETAILS (SD1)	4
DETAILS (SD2)	5

PROJECT CONTACT INFORMATION:

PROJECT MANAGER: KEN EASTIN, ASLA, CA
 PHONE: 479-444-3472
 ADDRESS: 1455 S. HAPPY HOLLOW RD.
 FAYETTEVILLE, AR 72701

FLOOD PLAIN: A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA BASED UPON A NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 05143C0220 F - DATED MAY 16, 2008.

ZONING	PLAT PAGE	SOIL TYPES
P-1	445	S1-SLOAN SILT LOAM S1C2-SAVANNAH FINE SANDY LOAM, 3 TO 8 PERCENT SLOPES, ERODED. E1C2-ENDERS GRAVELLY LOAM, 8 TO 12 PERCENT SLOPES. E1F-ENDERS-ALLEGHENY COMPLEX, 20 TO 40 PERCENT SLOPES.

PROJECT SCOPE

- DEMOLITION
- 600 LINEAR FEET OF CURB AND GUTTER
- NEW ASPHALT W/ BASE (~1,700 SF)
- CONSTRUCT ADA PARKING SPACE
- DELINEATE 33 ADDITIONAL PARKING SPACES
- DELINEATE PAVEMENT HATCHING
- RESTORE ALL DISTURBED AREAS



GENERAL CONSTRUCTION NOTES:

AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR PREVIOUS CONDITION AT CONTRACTOR'S EXPENSE AS DIRECTED BY CITY'S PROJECT MANAGER.

CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND CALLING THE ARKANSAS ONE CALL SYSTEM (1-800-482-8998).

BID PRICE INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED TO COMPLETE THE WORK AS SHOWN IN THE PLANS AND DETAILS FOR A COMPLETE IN PLACE ITEM. ALL ITEMS LISTED ON DRAWINGS SHALL BE CONSIDERED INCIDENTAL AND THE COST SHALL BE INCLUDED IN THE BID PRICE.

CONTRACTOR SHALL NOTIFY PROJECT MANAGER FOR APPROVAL OF FORM WORK 24 HOURS PRIOR TO POURING ANY CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURE. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR STORM WATER MANAGEMENT FOR THIS PROJECT. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

REVEGETATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE WITH §169.06(F) OF THE CITY OF FAYETTEVILLE GRADING ORDINANCE:
 Zero to 10% grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

TRAFFIC PAINT SHALL BE NON-BLEEDING, QUICK-DRYING, ALKYD PETROLEUM BASE PAINT SUITABLE FOR TRAFFIC-BEARING SURFACE AND SHALL MEET FS TTP-85E AND BE MIXED AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

CONTRACTOR IS RESPONSIBLE FOR A COMPLETE, TURN KEY PROJECT INCLUDING SITE PREPARATION, INSTALLATION AND SITE RESTORATION INCLUDING BACKFILL/TOPSOIL, SEED, STRAW AND WATER.

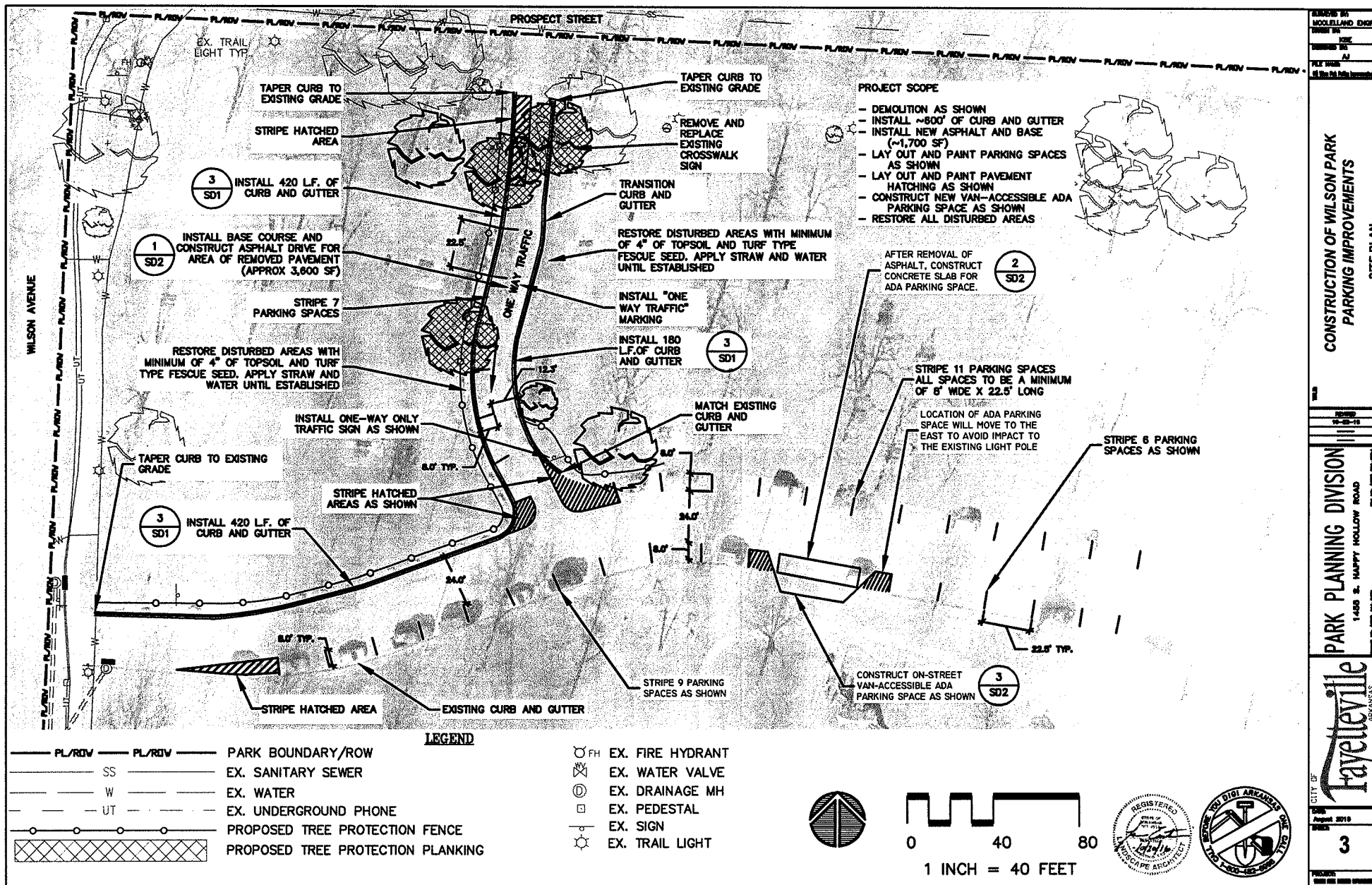
DESIGNED BY
 MOORELAND ENGINEERS
 1455 S. HAPPY HOLLOW RD.
 FAYETTEVILLE, AR 72701
 479-444-3472

CONSTRUCTION OF WILSON PARK
 PARKING IMPROVEMENTS
 COVER SHEET

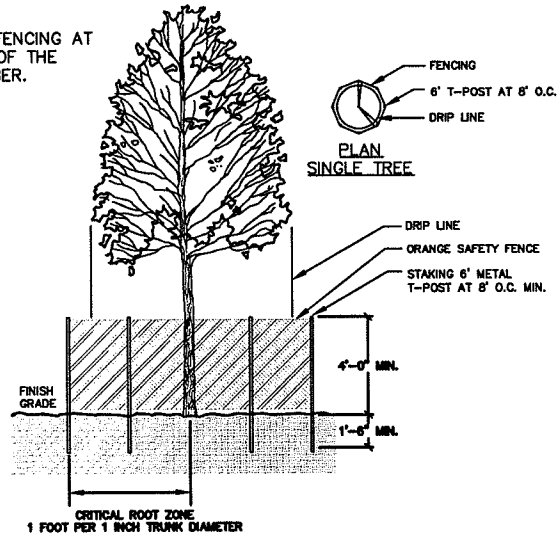
PARK PLANNING DIVISION
 1455 S. HAPPY HOLLOW ROAD
 FAYETTEVILLE, AR 72701
 479-444-3472

CITY OF
 Fayetteville
 ARKANSAS

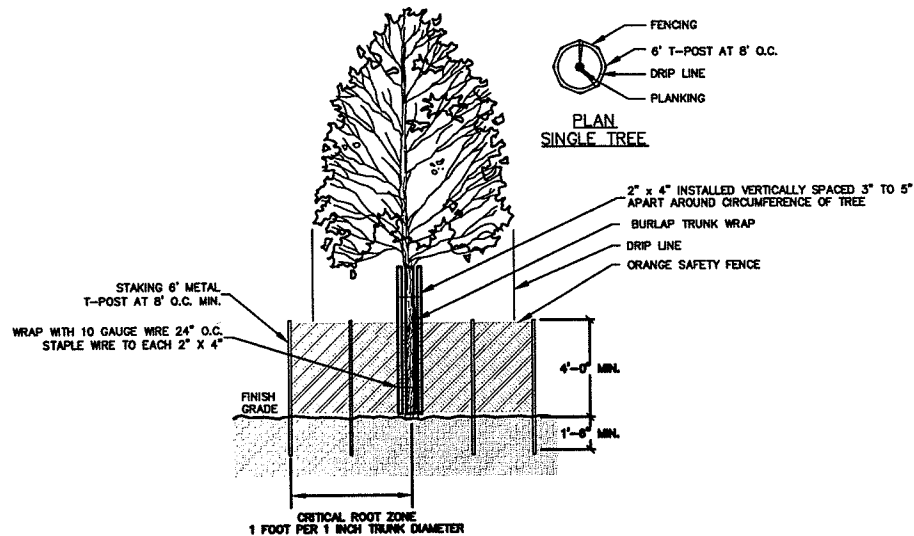
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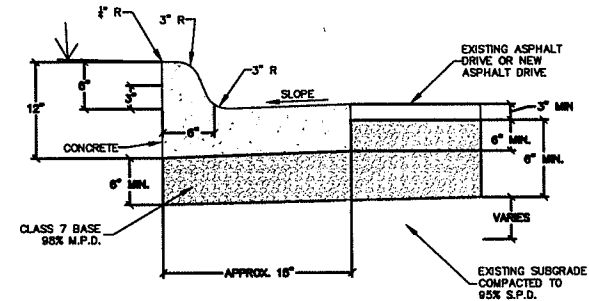
NOTE: LOCATE FENCING AT THE DIRECTION OF THE PROJECT MANAGER.



1 TREE PROTECTION FENCE
SD1 NOT TO SCALE



2 TREE PROTECTION PLANKING
SD1 NOT TO SCALE



CURB & GUTTER NOTES:

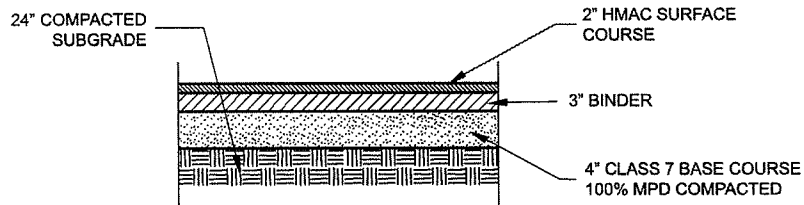
1. CLASS 7 BASE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY.
2. CONTRACTION JOINTS SHALL BE 1/8" TO 3/8" X 1-1/2" AT 15 FT. INTERVALS. ALL CONTRACTION JOINTS AND COLD JOINTS SHALL BE FILLED WITH JOINT SEALANT TO FINISHED GRADE.
3. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI.
4. CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5-1/2 BAGS PER CUBIC YARD WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT.
5. EXPANSION MATERIAL SHALL BE REQUIRED AT ALL STATIONARY STRUCTURES AND AT ENDS OF CURB RETURNS. THE EXPANSION MATERIAL SHALL BE 1/2" ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER THAN GRADE.
6. EXPANSION JOINTS SHALL BE FILLED WITH JOINT SEALANT SHAPED TO THE CROSS SECTION OF THE CURB AND CONSTRUCTED AT RIGHT ANGLES WITH THE CURB LINE.
7. FINISH SHALL BE MEDIUM BROOM FINISH.
8. CONCRETE CURING COMPOUND SHALL BE SEALTIGHT 1600-WHITE MANUFACTURED BY W.R. MEADOWS, OR AN APPROVED EQUAL.
9. CONCRETE JOINT SEALANT SHALL BE SONNEBORN "SONOLASTIC SJ" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.

3 STANDARD 6-INCH CONCRETE CURB
SD1 NOT TO SCALE

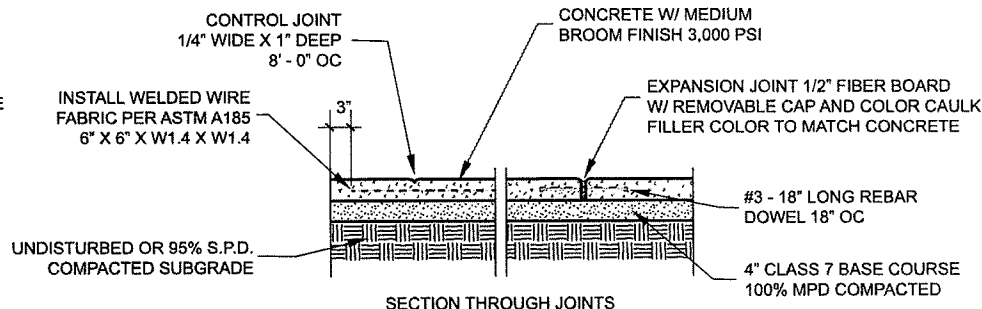
TREE PLANKING NOTES:

1. INSTALL PLANKING WHERE INDICATED ON THE DRAWINGS OR AT THE DIRECTION OF THE PROJECT MANAGER.
2. PLANKING BOARD MATERIAL SHALL BE UNTREATED PINE OR APPROVED EQUAL.
3. INSTALL PLANKING COMPLETELY AROUND THE TREE. DO NOT PLACE PLANKING BOARDS ON ROOT FLARE OF TREE.
4. DO NOT PIN OR STAKE PLANKS INTO THE GROUND.
5. DO NOT FASTEN PLANKS TO TREES.





1 ENTRY DRIVE ASPHALT PAVING SECTION
SD2 NOT TO SCALE

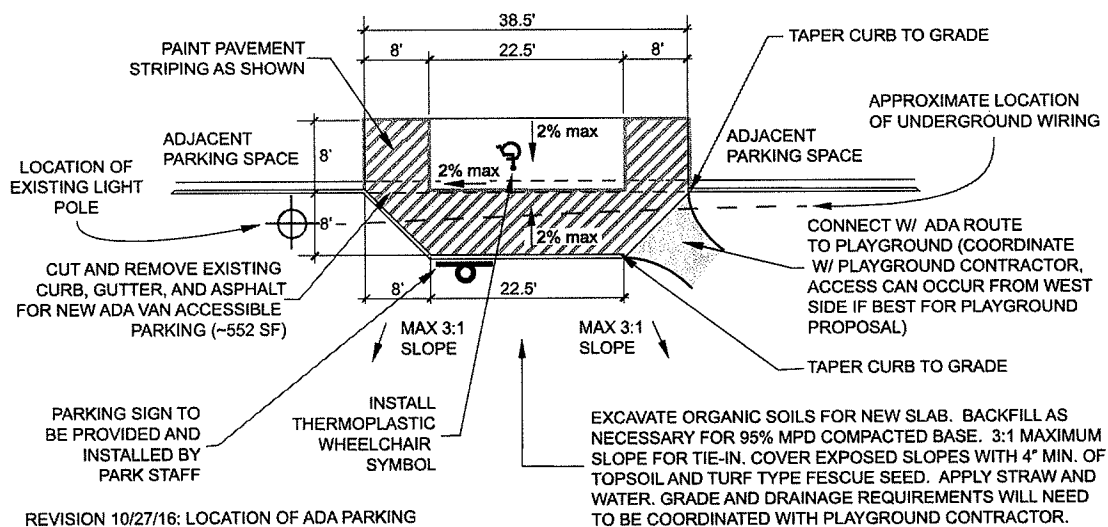


SECTION THROUGH JOINTS

NOTES ON ADA PARKING SPACE

1. NEW ADA PARKING SPACE WILL EXTEND 8' BEYOND THE EXISTING CURB INTO THE PLAYGROUND AREA.
2. THIS IMPACTED SPACE WILL EXTEND FROM THE LIGHT POLE APPROXIMATELY 45' TO THE EAST, MAKING THIS THE TIE-IN LOCATION FOR ADA ACCESS FROM THE NEW PLAY AREA.
3. TIE-IN LOCATION AND GRADE WILL NEED TO BE COORDINATED BETWEEN THE PARKING IMPROVEMENT CONTRACTOR AND THE PLAYGROUND CONTRACTOR.
4. THE TIE-IN ELEVATION WILL BE AT THE BOTTOM OF CURB IN THE LOCATION STATED ABOVE.

2 4" CONCRETE FLATWORK
SD2 NOT TO SCALE



REVISION 10/27/16: LOCATION OF ADA PARKING WILL BE MOVED SLIGHTLY TO THE EAST TO AVOID IMPACT TO EXISTING LIGHT POLE

3 VAN-ACCESSIBLE ADA PARKING SPACE
SD2 NOT TO SCALE

CONCRETE WASHOUT NOTES

1. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS IS ALLOWED.
2. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PIT. ON-SITE TEMPORARY CONCRETE WASHOUT AREAS WILL BE LOCATED AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES AS DETERMINED IN THE FIELD.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS. WASHOUT FACILITIES WILL BE CLEANED OUT ONCE THE WASHOUT IS 75% FULL.
5. PLASTIC LINING MATERIAL WILL BE MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND WILL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS. WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, REMOVE HARDENED CONCRETE AND DISPOSAL OF PROPERLY. REMOVE MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES FROM THE SITE AND DISPOSAL OF PROPERLY.

SURVEYED BY:
MICHAEL ENGERS
DESIGNED BY:
KBE
CHECKED BY:
AJ
FILE NAME:
Blue Print Parking Improvements.dwg

BID 16-63
CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS
DETAILS SD2

FILE

REVISED

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Pre-Bid Meeting
Bid #16-63, Construction – Wilson Park Drive and Parking
October 27, 2016

Purchasing

Purchasing Agent

Les McGaugh

Ph: 479-575-8220

Parks and Recreation

Park Planning Superintendent

Alison Jumper, PLA

Ph: 479-444-3469

Park Planner

Ken Eastin, RLA

Ph: 479-444-3472

Procedures

- Bonds (Bid bond with bid, payment bond with contract) (recorded at the Washington County courthouse by the Contractor) and insurance
 - Due 10 calendar days after Notice of Award is given
- Arkansas Department of Labor wage rates are required for this project
- Preconstruction conference; major sub-contractors are required to attend.
- Location of Underground Facilities (1-800-482-8998, Arkansas One-Call System, Inc.)

Copies of documents

- Owner will provide Contractor with a maximum of three sets of contract documents.

Contract Time

- 90 calendar days total contract to be ready for final payment
- 60 calendar days for substantial completion
- Work days and time: Monday through Friday, 7:00 AM – 5:00 PM, unless pre-approved by Park Staff

Bid Submittal

- This project is being bid as a unit price project and each line item of the bid form must be filled in.
- Addenda must be acknowledged on the bid form.

Permits: Meet all state, local and federal requirements

- Due to small size of disturbed area for construction (<1 acre), a SWPPP will not be required.
- The contractor will be responsible for installing and maintaining all required erosion control and tree protection measures. Expect daily re-installation of some items, such as protection fencing.
- Permits– may include but not be limited to: floodplain, grading, etc. Fees for city permits are waived. Non-city permit fees will be paid by the contractor.

Required submittals include but are not limited to the following.

- Select fill
- Class 7 base
- Asphalt mix designs
- Concrete mix designs
- Topsoil
- Grass seed mix
- Other items as required by specifications

Site-Visits and Project Milestones

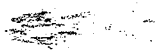
- Construction staking – Contractor to be responsible for all construction staking.
- Tree protection and erosion control items must be in place prior to commencement of work.
- Protection of existing utilities that are to remain is the contractors responsibility
- Demolition – as required
- Construction of park facilities, utilities and roads
- Coordination with other contractor performing playground construction activities
- Grass plantings – includes watering until final acceptance
- Final review and warranty

ADA Requirements

All improvements shall be ADA accessible as shown on the plans. The Contractor shall coordinate with the Project Manager to determine if any portions of the project are not in full compliance with the ADA in advance.

Project Site Specifics

- Contractor is responsible for construction of ADA parking space adjacent to playground area, construction of approximately 600 LF of concrete curb and gutter, and approximately 3,600 SF of existing asphalt demolition, base, binder and surface installation.
- Contractor is also responsible for painting of cross hatch traffic markings, lines delineating parking spaces, and one-way traffic marking on surface of newly worked drive as shown on plans. ADA parking sign and one-way traffic sign will be installed by City.
- Contractor will be responsible for coordinating the closure of drive and traffic management as required.
- All necessary grading activities are to be conducted outside of the existing tree drip lines for trees noted to remain; however, the contractor shall be responsible for root pruning any tree roots that may be encountered during construction. Roots must be cut clean with a saw or by other pre-approved method.
- Site access; Material storage; Ingress/Egress; Runoff discharge – Coordinate with the Project Manager in advance.
- Job trailer location shall be coordinated with the Project Manager.

- 
- Any dumpster used on site shall be acquired from the City of Fayetteville Recycling and Trash Collection Division. Use of other commercial third-party containers is not allowed.
 - Materials testing (compaction) of structural fill and base stone will be required and will be paid for by the Contractor. Concrete and asphalt testing may also be required.
 - Water and electrical access can be available nearby. Coordinate these needs with the Project Manager.



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: 16-63

Description: Construction- Wilson Park Improvements.

Function (circle one) : Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 10/27/16

Time: 11:00AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McLaugh	City of Fayetteville	Purch Agent	479-575-8220	lmcgough@
2	Rachel Brown	City of Fay-	Purch Clerk	575-8304	rbrown@
3	LARRY BECK	LJB CONST.	Pres.	479-899-6140	beck@ljbconstructioninc.com
4	Rusty Peoples	Hartman and Associates, Fayetteville, AR	Const. Mgr	479-769-0580	rustypeoples@gmail.com
5	Ryan Brown	RBR Enterprises	Const. Mgr	479-436-1092	ryanbrownenterprises.com
6	Jimmy Carson	SSI, Inc	Proj. MGR	479-361-5857	carson@ssigc.com
7	Aison Jumper	COF PARKS	Planning Super	479-444-3469	ajumper@fayetteville-ar.gov
8	Karl EASTIN	COF PARKS	PROJ. MGR.	479-444-3472	KEASTIN@FAYETTEVILLE-AR.GOV
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**Pre-Bid Meeting
Bid #16-63, Construction – Wilson Park Drive and Parking
October 27, 2016**

Purchasing

Purchasing Agent Les McGaugh Ph: 479-575-8220

Parks and Recreation

*Park Planning Superintendent Alison Jumper, PLA Ph: 479-444-3469
Park Planner Ken Eastin, RLA Ph: 479-444-3472*

Procedures

- Bonds (Bid bond with bid, payment bond with contract) (recorded at the Washington County courthouse by the Contractor) and insurance
 - Due 10 calendar days after Notice of Award is given
- Arkansas Department of Labor wage rates are required for this project
- Preconstruction conference; major sub-contractors are required to attend.
- Location of Underground Facilities (1-800-482-8998, Arkansas One-Call System, Inc.)

Copies of documents

- Owner will provide Contractor with a maximum of three sets of contract documents.

Contract Time

- 90 calendar days total contract to be ready for final payment
- 60 calendar days for substantial completion
- Work days are Monday through Friday 7:00 AM to 5:00 PM unless approved by Project Manager

Bid Submittal

- This project is being bid as a unit price project and each line item of the bid form must be filled in.
- Addenda must be acknowledged on the bid form.

Questions

- All additional questions must be submitted in writing to the purchasing agent by 5:00 PM _____, _____, 2016.
- All request for substitutions of equal products must be submitted to the purchasing agent by 5:00 PM _____, _____, 2016.

Permits: Meet all state, local and federal requirements

- A SWPPP may be required for this project. The contractor will be responsible for installing and maintaining all erosion control, as well as, site preparation and tree

protection measures. Expect daily re-installation of some items, such as construction fencing.

- Permits– may include but not be limited to: floodplain, grading, etc. fees for city projects are waived. Non-city permit fees will be paid by the contractor.

Submittals

Required submittals include but are not limited to the following.

- Select fill
- Class 7 base
- Asphalt mix designs
- Concrete mix designs
- Topsoil
- Grass seed mix
- Other items as required by specifications

Site-Visits and Project Milestones

- Construction staking – Contractor to be responsible for all construction staking.
- Tree protection and erosion control items must be in place prior to commencement of work.
- Protection of existing utilities that are to remain is the contractors responsibility
- Demolition – as required
- Construction of park facilities, utilities and roads
- Coordination with other onsite construction activities
- Grass plantings – includes watering until final acceptance
- Final review and warranty

ADA Requirements

Improvements shall be ADA accessible as shown on the plans. The Contractor shall coordinate with the Project Manager to determine if any portions of the project are not in full compliance with the ADA in advance.

Project Site Specifics

- Planned closure of drive and traffic management
- Construction of ADA parking space at end of project
- It is the intent of the grading plan for all grading activities to be conducted outside of the existing tree drip lines for trees noted to remain; however, the contractor shall be responsible for root pruning any tree roots that may be encountered during construction. Roots must be cut clean with a saw or by other pre-approved method.
- Site access; Material storage; Ingress/Egress; Runoff discharge – Coordinate with the Project Manager in advance.
- Job trailer location shall be coordinated with the Project Manager.
- Any dumpster used on site shall be acquired from the City of Fayetteville Recycling and Trash Collection Division. Use of other commercial third-party containers is not allowed.
- Materials testing (compaction) of structural fill and base stone will be required and will be paid for by the Contractor. Concrete and asphalt testing may also be required.
- Water and electrical access

AGREEMENT BETWEEN CITY OF FAYETTEVILLE AND CONTRACTOR

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and TNT Incorporated (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

This project includes all work shown within the drawings/manual encompassing, but not limited to, the following items – erosion control, earthwork, concrete paving/curbs, asphalt cement paving, pavement markings, and any items necessary to complete the project as shown in the CDs.

Article 2. PROJECT MANAGER.

This Project has been designed by:

Ken Eastin, Park Planner
City of Fayetteville Parks and Recreation Department
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

and will hereinafter be called PARKS AND RECREATION DEPARTMENT PROJECT MANAGER and who is to act as CITY OF FAYETTEVILLE's representative, assume all duties and responsibilities, and have the rights and authority assigned to PROJECT MANAGER in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1. The Work for Construction of Parking, Concrete Curb, and Pavement Improvements shall be substantially complete within 90 consecutive calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 120 consecutive calendar days after the date when the Contract Time commences to run.

3.2. *Liquidated Damages.* CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY OF FAYETTEVILLE if the Work is not completed on time. Accordingly, instead of requiring any such proof, City of Fayetteville and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that

expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars (\$250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1. For all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

ITEM #	DESCRIPTION	UNIT	EST. QTY.
1	Mobilization (not to exceed 5% of project bid) (1)	L.S.	1
2	Bonds and insurance	L.S.	1
3	Demolition, removal and disposal of approx. 90 CY of existing asphalt driveway and base	L.S.	1
4	Site preparation - including tree protection fencing, tree planking, and straw wattle (3)	L.S.	1
5	Unclassified excavation	C.Y.	450
6	Concrete Flatwork	S.F.	640
7	2" HMA Surface Course	TON	61
8	3-inch Asphalt Binder	TON	88
9	Class 7 base (4" thick)	S.Y.	570
10	6-inch standard concrete curb and gutter	L.F.	605
11	Parking striping and markings	L.S.	1
12	Site restoration - including 4-inch depth topsoil, turf type fescue seed, straw and water (8)	S.F.	1800
13	Traffic Control	L.S.	1

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in the General Conditions.

5.1. Progress Payments. CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, on or about the 1st day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below and SC-14.02 . All such payments will be measured by the schedule of values established in paragraph 2.07 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

95 percent of Work completed (with the balance of 5 percent being retainage), If Work has been 50 percent completed as determined by the PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DEPARTMENT PROJECT MANAGER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to CITY OF FAYETTEVILLE as provided in paragraphs 14.02.B.5 & 14.02.D of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as PARKS AND RECREATION DEPARTMENT PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE may withhold, in accordance with paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE to enter into this Agreement, CONTRACTOR makes the following representations:

6.1. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2. CONTRACTOR has visited the sites and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the Work.

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

6.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE and PARKS AND RECREATION DEPARTMENT PROJECT MANAGER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

6.5. CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE and others at the site that relates to the Work as indicated in the Contract Documents.

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

6.7. CONTRACTOR has given PARKS AND RECREATION DEPARTMENT PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER is acceptable to CONTRACTOR and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CITY OF FAYETTEVILLE and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 13 inclusive).
- 7.7. Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.
- 7.8. Addenda numbers 1 and 2, inclusive.
- 7.9. One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets as enumerated in the drawing index with each sheet bearing the following general title: Construction Documents- Wilson Park Improvements.
- 7.10. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - 7.10.1. Notice to Proceed
 - 7.10.2. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except

to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3. CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

8.5. 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.

8.6. Freedom of Information Act. City contract 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, CONTRACTOR will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE, and one counterpart has been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND RECREATION DEPARTMENT PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2016 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:

CONTRACTOR

By: _____
Mayor

By: ✓ 4-21
T-N-T Inc - President

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

*Attest Julien Hill, Witness

* If a Corporation, attest by the Secretary.

Address for giving notices

Address for giving notices

T-N-T Inc.
4884 Alma Hwy
Van Buren, AR 72956

(If CITY OF FAYETTEVILLE is a public body, attach License No. _____ evidence of authority to sign and resolution or other documents Agent for service of process: authorizing execution of Agreement.)

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

AFFIDAVIT OF AUTHORITY TO SIGN FOR A CORPORATION

Date 11-15-16

We, T-N-T Inc.

(Name of Corporation)

4884 Alma Hwy

(Street Address)

Van Buren AR 72956

(City, State, and Zip)

Certify that Tim Le Monier

(Typed Name of Individual Granted Authority to Sign for Corporation)

has the authority to execute corporate documents on behalf of our corporation.

Note: An officer of the corporation must sign this form under oath.

Sworn to and subscribed before me:

This day of 15th, November 2016 Day, Month, Year

Elizabeth Eileen Hill Typed Name of Notary Public

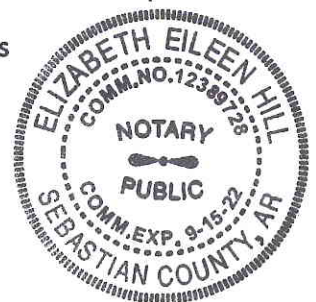
Elizabeth Eileen Hill Notary Public's Signature & Notary Seal or Stamp

9-15-22 Date My Notary Commission Expires

Tim Le Monier Printed Name of Officer

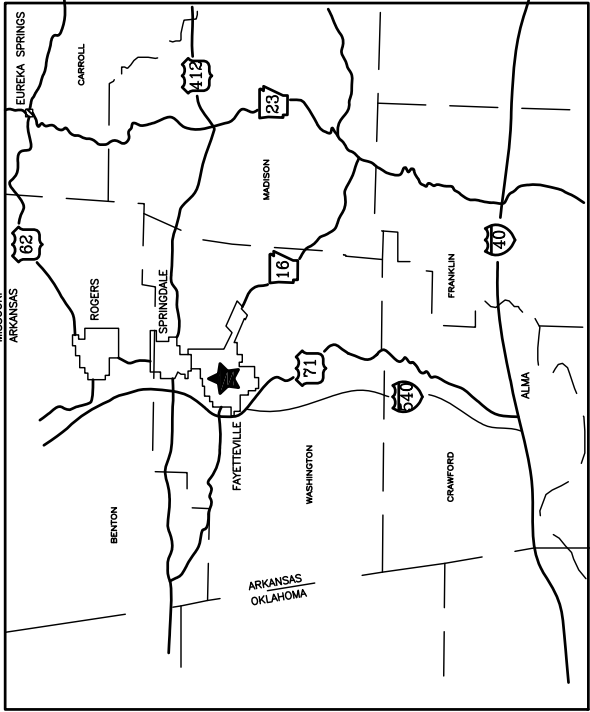
[Signature] Signature of Officer

President Title



CITY OF FAYETTEVILLE
BID 16-63
CONSTRUCTION OF
WILSON PARK PARKING IMPROVEMENTS
675 N. PARK AVENUE

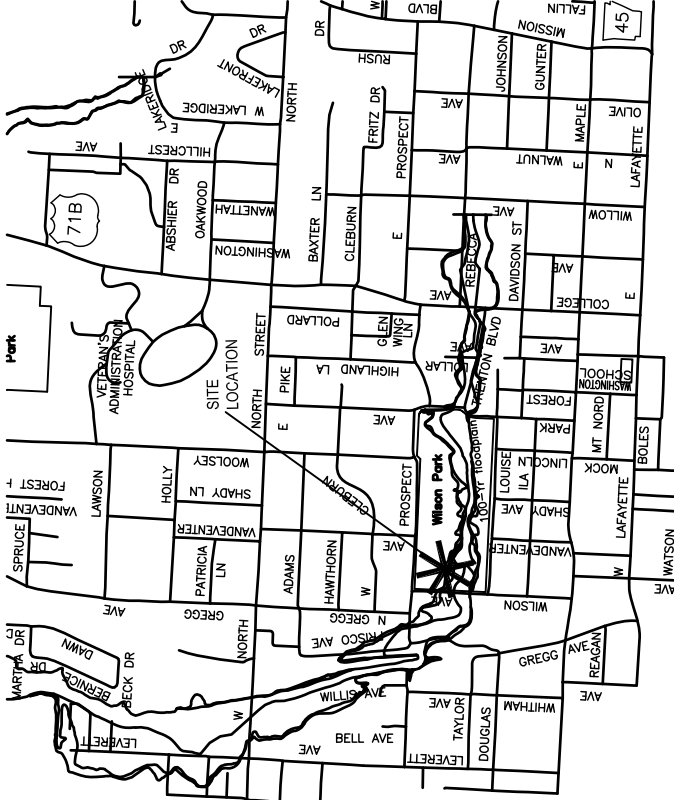
ADDENDUM 1



AREA LOCATION MAP



NOT TO SCALE



VICINITY MAP



NOT TO SCALE

GENERAL CONSTRUCTION NOTES:

AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR PREVIOUS CONDITION AT CONTRACTOR’S EXPENSE AS DIRECTED BY CITY’S PROJECT MANAGER.

CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND CALLING THE ARKANSAS ONE CALL SYSTEM (1-800-482-8998).

BID PRICE INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED TO COMPLETE THE WORK AS SHOWN IN THE PLANS AND DETAILS FOR A COMPLETE IN PLACE ITEM. ALL ITEMS LISTED ON DRAWINGS SHALL BE CONSIDERED INCIDENTAL AND THE COST SHALL BE INCLUDED IN THE BID PRICE.

CONTRACTOR SHALL NOTIFY PROJECT MANAGER FOR APPROVAL OF FORM WORK 24 HOURS PRIOR TO POURING ANY CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURE. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR’S EXPENSE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR STORM WATER MANAGEMENT FOR THIS PROJECT. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

REVEGETATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE WITH §169.06(F) OF THE CITY OF FAYETTEVILLE GRADING ORDINANCE:
Zero to 10% grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

TRAFFIC PAINT SHALL BE NON-BLEEDING, QUICK-DRYING, ALKYD PETROLEUM BASE PAINT SUITABLE FOR TRAFFIC-BEARING SURFACE AND SHALL MEET FS TTP-85E AND BE MIXED AND APPLIED IN ACCORDANCE WITH MANUFACTURER’S INSTRUCTIONS.

CONTRACTOR IS RESPONSIBLE FOR A COMPLETE, TURN KEY PROJECT INCLUDING SITE PREPARATION, INSTALLATION AND SITE RESTORATION INCLUDING BACKFILL/TOPSOIL, SEED, STRAW AND WATER.

SURVEYED BY:
MICHAEL LAND ENGRS

DRAWN BY:
KBE

DESIGNED BY:
AJ

FILE NAME:
01 Wilson Park Parking Improvements.dwg

CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS

COVER SHEET

10-20-16

REVISIONS

PARK PLANNING DIVISION

1455 S. HAPPY HOLLOW ROAD

PHONE NO: (479) 444-3471

CITY OF
Fayetteville
ARKANSAS

DATE:
August 2016

SHEET:
1

PROJECT:
WILSON PARK PARKING IMPROVEMENTS

SCHEDULE OF DRAWINGS

COVER SHEET	1
EXISTING CONDITIONS AND DEMOLITION PLAN	2
SITE PLAN	3
DETAILS (SD1)	4
DETAILS (SD2)	5

PROJECT CONTACT INFORMATION:

PROJECT
MANAGER: KEN EASTIN, ASLA, CA
PHONE: 479-444-3472

ADDRESS: 1455 S. HAPPY HOLLOW RD.
FAYETTEVILLE, AR 72701

FLOOD PLAN: A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA BASED UPON A NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 05143C0220 F - DATED MAY 16, 2008.

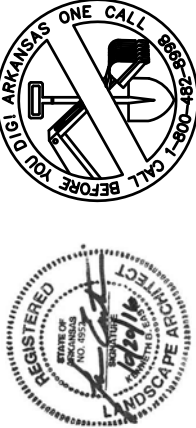
ZONING PLAT PAGE SOIL TYPES

P-1 445

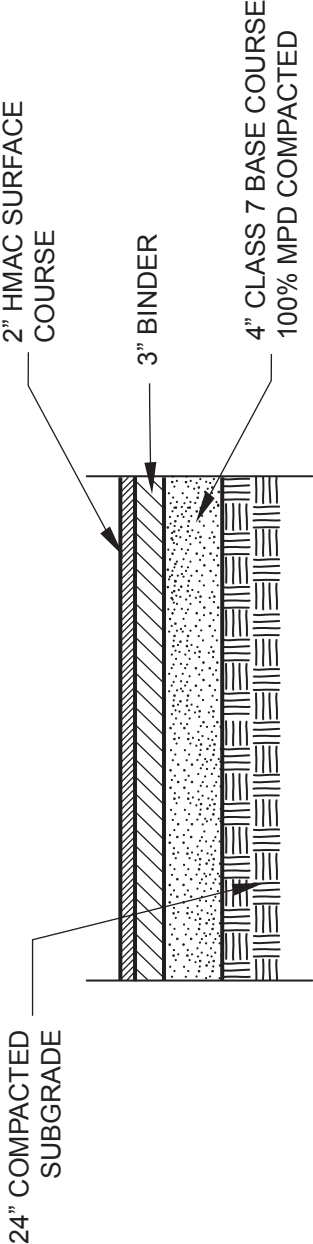
Sn-SLOAN SILT LOAM
SfC2-SAVANNAH FINE SANDY LOAM,
3 TO 8 PERCENT SLOPES, ERODED.
EnD-ENDERS GRAVELLY LOAM,
8 TO 12 PERCENT SLOPES.
ErF-ENDERS-ALLEGHENY COMPLEX,
20 TO 40 PERCENT SLOPES.

PROJECT SCOPE

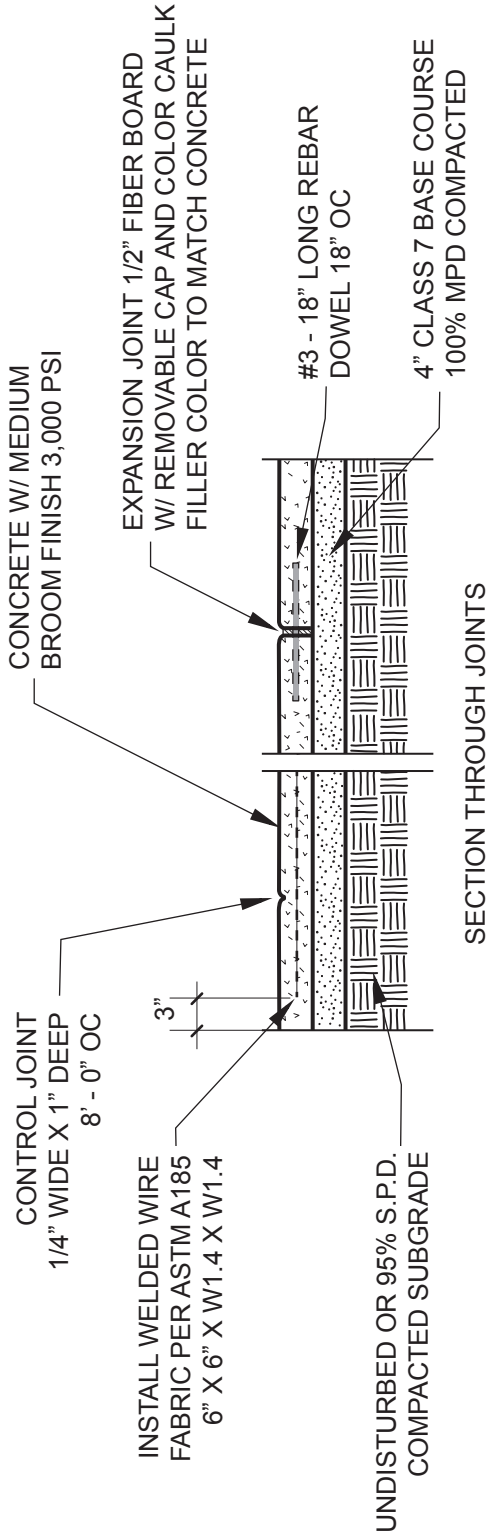
- DEMOLITION
- 600 LINEAR FEET OF CURB AND GUTTER
- NEW ASPHALT W/ BASE (~1,700 SF)
- CONSTRUCT ADA PARKING SPACE
- DELINEATE 33 ADDITIONAL PARKING SPACES
- DELINEATE PAVEMENT HATCHING
- RESTORE ALL DISTURBED AREAS



ADDENDUM 1



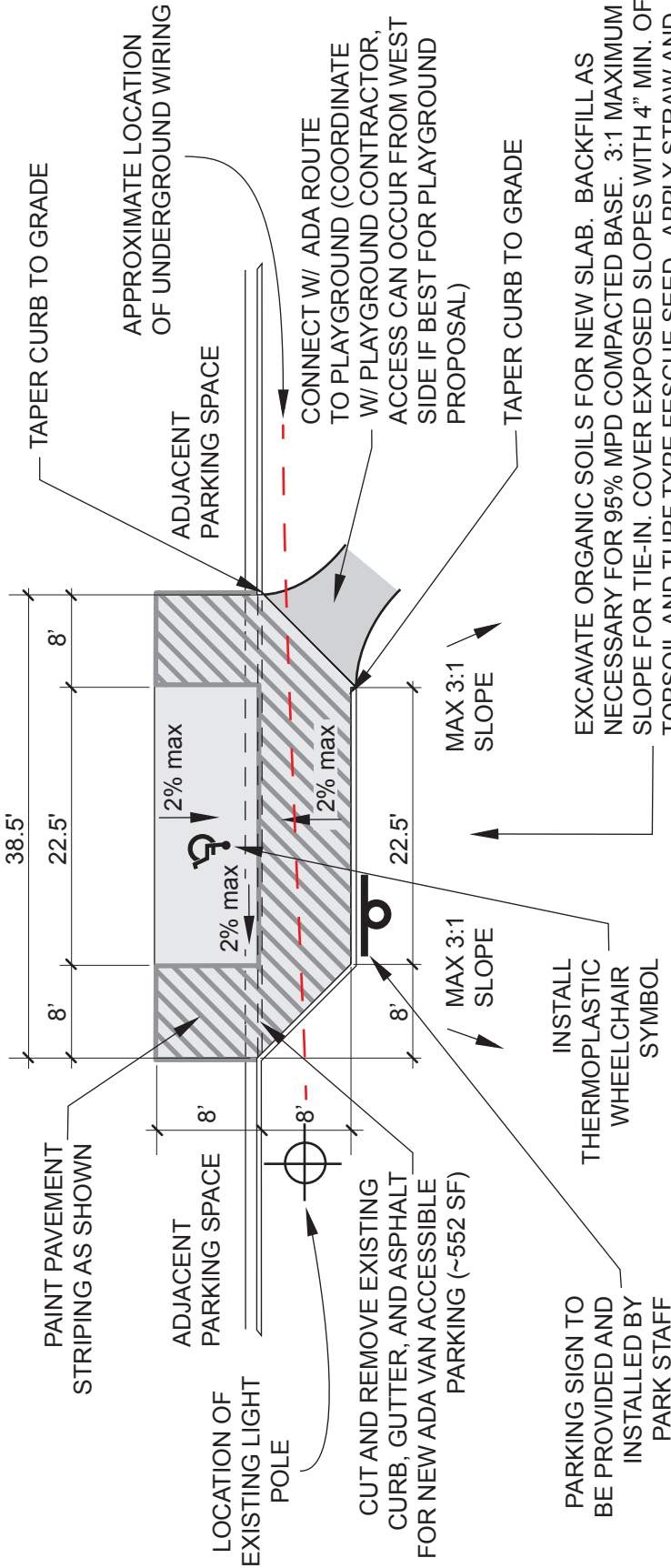
1 ENTRY DRIVE ASPHALT PAVING SECTION
SD2 NOT TO SCALE



SECTION THROUGH JOINTS

2 4 inch CONCRETE FLATWORK
SD2 NOT TO SCALE

- NOTES ON ADA PARKING SPACE
1. NEW ADA PARKING SPACE WILL EXTEND 8' BEYOND THE EXISTING CURB INTO THE PLAYGROUND AREA.
 2. THIS IMPACTED SPACE WILL EXTEND FROM THE LIGHT POLE APPROXIMATELY 45' TO THE EAST, MAKING THIS THE TIE-IN LOCATION FOR ADA ACCESS FROM THE NEW PLAY AREA.
 3. TIE-IN LOCATION AND GRADE WILL NEED TO BE COORDINATED BETWEEN THE PARKING IMPRVEMENT CONTRACTOR AND THE PLAYGROUND CONTRACTOR.
 4. THE TIE-IN ELEVATION WILL BE AT THE BOTTOM OF CURB IN THE LOCATION STATED ABOVE.



REVISION 10/27/16: LOCATION OF ADA PARKING WILL BE MOVED SLIGHTLY TO THE EAST TO AVOID IMPACT TO EXISTING LIGHT POLE

3 VAN-ACCESSIBLE ADA PARKING SPACE
SD2 NOT TO SCALE



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0630

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 15

RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:

A RESOLUTION TO AWARD RFP NO. 16-08 AND AUTHORIZE A CONTRACT WITH ACS PLAYGROUND ADVENTURES, INC. IN THE AMOUNT OF \$506,500.00 FOR THE DEMOLITION AND REMOVAL OF OLD PLAYGROUND EQUIPMENT AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT, INCLUDING THE DAVID LYLE BAYYARI MUSIC PLAYGROUND, AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,650.00

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 RFP No. 16-08 and authorizes a contract with ACS Playground Adventures, Inc. in the amount of \$506,500.00 for the demolition and removal of old playground equipment and installation of new playground equipment, including the David Lyle Bayyari Music Playground, at Wilson Park, and further approves a project contingency in the amount of \$50,650.00.

City of Fayetteville Staff Review Form

2016-0630

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Ken Eastin

12/2/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with ACS Playground Adventures in the amount of Five Hundred Six Thousand, Five Hundred dollars (\$506,500) and a project contingency in the amount of \$50,650 (approximately 10%) for a total of \$557,150.00. This contract will implement Fayetteville RFP #16-08, Wilson Park Playground Installation.

Budget Impact:

2250.520.9255-5806.00

Park Development Fund

Account Number

Fund

13001.1601

Wilson Park Grant Match

13001.1604

David Lyle Bayyari Music Playground

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 639,000.00

Funds Obligated \$ 772.20

Current Balance \$ 638,227.80

Does item have a cost? Yes

Item Cost \$ 557,150.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 81,077.80

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: PLEASE NOTE: Funds in project 13001.1601 will also be utilized in Legistar Request #2016-0628, Park Road and Parking Improvements.

MEETING OF DEC 20TH, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Alison Jumper, Park Planning Superintendent

FROM: Ken Eastin, Park Planner II

DATE: December 2, 2016

SUBJECT: **Resolution to approve a contract with ACS Playground Adventures, Inc. for the demolition and removal of the existing two playgrounds and installation of the new playgrounds at Wilson Park.**

RECOMMENDATION:

Staff recommends approval of a contract with ACS Playground Adventures in the amount of Five Hundred Six Thousand, Five Hundred dollars (\$506,500) and a project contingency in the amount of \$50,650 (approximately 10%) for a total of \$557,150.00. This contract will implement Fayetteville RFP #16-08, Wilson Park Playground Installation.

BACKGROUND:

The City of Fayetteville has been working toward the replacement of the Wilson Park playgrounds and improvements to the westernmost park entry drive off W. Prospect Street. Wilson Park is one of the oldest parks in the city and continues to be one of the most popular. The park and playground receives some of the highest use in the city, particularly due to its central location and historic popularity. The existing playgrounds were installed well over 20 years ago and have served visitors well; however, the amount and duration of use have left the facilities in a deteriorated condition. This need has been targeted for some time, and current opportunities have made a major replacement advantageous at this time. An existing playground budget, combined with an Outdoor Recreation Grant award of \$150,000 and a generous donation of \$30,000 for a musical playground facility, makes a major playground project achievable at this time.

The playground proposal includes demolition and removal of the existing two playgrounds. This includes all above ground hardware, as well as the resilient and concrete surfacing underneath. The proposal also includes construction of new play equipment for ages 2 – 5, new equipment for ages 6 – 12, construction of a music playground facility for all ages, placement of resilient tile surfacing on concrete pads beneath active play equipment, providing ADA access to all facilities, and providing additional furnishings to support use of the facility.

DISCUSSION:

RFP (Request for Proposals) #16-08 was advertised statewide with the official submittal deadline set for Thursday, November 10, 2016. A total of five submittals were received from playground suppliers. A five-member selection committee met on November 30 to review and evaluate the submittals. The selected proposal was submitted by ACS Playground Adventures, Inc. in the amount of \$506,500.

The proposal for this work includes demolition and removal of all existing playground equipment including concrete slabs, establishment of new base platforms for the proposed equipment for ages 2-4 and 5-12, providing equipment and constructing a separate musical playground for all ages, and providing inclusive ADA accessibility to all play equipment, facilities, and parking areas.

BUDGET/STAFF IMPACT:

Funding has been budgeted and is available in project 13001.1601 Wilson Park Development funds (\$459,000). These funds will be split between this project (Wilson Park Playground, Legistar request #2016-0630) and an associated project (Wilson Park Road and Parking Improvements, Legistar request #2016-0628).

In addition to the funds listed above, the City has been awarded a 50/50 matching grant from the Arkansas State Parks Outdoor Recreation Grant Program in the amount of \$150,000.

Also, a local real estate developer, Mr. Fadil Bayyari, has donated \$30,000 in the memory of his late son, David. These funds are dedicated toward the construction of the David Lyle Bayyari "musical" playground, to be built in concert with the overall playground project.

In addition to each of the funding sources listed above, Parks and Recreation has \$58,000 budgeted and available in project 16004.1 for Park Paving Improvements. These funds will not be utilized for playground construction, but will be utilized in the associated project described in Legistar 2016-0628, Wilson Park Road and Parking Improvements.

Attachments:

ACS Playground Adventures, Inc.
ACS Option 2 Component Pricing Proposal
Agreement with ACS Playground Adventures, Inc.
RFP #16-08 Playground Plans

CITY OF



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 16-08, Wilson Park Playground Installation

DEADLINE: Thursday, November 10, 2016 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, October 19 and 26, 2016

REQUEST FOR PROPOSAL

RFP 16-08, Wilson Park Playground Installation

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.

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

Name of Firm: ACS Playground Adventures, Inc.

Contact Person: Clint Pitzer Title: President

E-Mail: clintp@acsplay.com Phone: 405-834-5056

Business Address: 8501 Mantle Ave

City: Oklahoma City State: Ok Zip: 73132

Signature:  Date: 11-14-16

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. 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: ACS Playground Adventures, Inc.

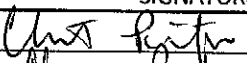
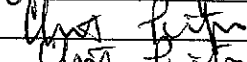
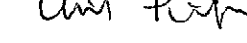
Primary Contact: Clint Pitzer Title of Primary Contact: President

Phone#1 (cell preferred): 405-834-5056 Phone#2: 405-721-3506

E-Mail Address: clintp@acsplay.com

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
1	 Clint Pitzer	11-3-16
2	 Clint Pitzer	11-9-16
3	 Clint Pitzer	11-9-16

License No. 0351420517

ACTIVATED

ID #41942

State of Arkansas
Commercial Contractors Licensing Board

ACS PLAYGROUND ADVENTURES, INC
8501 MANTLE AVE
OKLAHOMA CITY, OK 73132

ACS PLAYGROUND ADVENTURES, INC

This is to Certify That

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

SPECIALTY

Carpentry, Framing, Millwork, Cabinets

Concrete

Furniture, Recreational and/or Playground
Equipment, Bleachers, Seating, Partitions

Roofing, Roof Decks

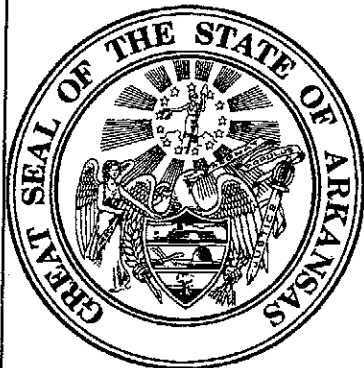
with the following suggested bid limit \$1,700,000

from February 12, 2016 until May 31, 2017

activated March 1, 2016

when this Certificate expires.

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



John D. Boyer

Ray [unclear]

CHAIRMAN

SECRETARY

March 1, 2016 - sh

Option 2

City of Fayetteville
RFP 16-08, Construction of Wilson Park Playground
Proposal Form

The Proposer understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; playground concrete sub-base (if necessary) and surfacing with installation; playground equipment and installation; proposed site furniture installation; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Demolition as Specified	\$	<u>15,500.00</u>
Concrete Sub-Base (4" Thickness) for Playground Surfacing (if necessary): Complete in place per details as proposed	\$	<u>48,000.00</u>
Activity Playground Equipment for Ages 2 - 12: Complete in place as proposed	\$	<u>320,500.00</u>
Musical Playground Equipment for All Ages: Complete in place as proposed	\$	<u>30,000.00</u>
Playground Surfacing: Complete in place as proposed	\$	<u>75,000.00</u>
Site Furnishings: (min. one 6' bench) Complete in place as proposed	\$	<u>3,000.00</u>
ADA Concrete Sidewalk Connections: Complete in place as proposed	\$	<u>8,500.00</u>
Site Restoration: Includes 4" depth topsoil, Fescue seed and straw	\$	<u>6,000.00</u>
TOTAL PRICE PER PROPOSAL SPECIFICATIONS*:	\$	<u>506,500.00</u>

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

PROPOSER NAME: ACS Playground Adventures, Inc.

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

1. ACS Playground Adventures, Inc. 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 proposal per RFP 16-08 as stated in ACS Playground Adventures, Inc. proposal identified as option 2, and in accordance with specifications attached hereto and made a part hereof under RFP 16-08, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay ACS Playground Adventures, Inc. for completion of each project based on unit prices indicated in ACS Playground Adventures, Inc. submitted proposal. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and ACS Playground Adventures, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Proposal form identified as Request for Proposal 16-08 with the specifications and conditions typed thereon.
 - B. ACS Playground Adventures, Inc. submitted proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and ACS Playground Adventures, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and ACS Playground Adventures, Inc.
5. ACS Playground Adventures, Inc. shall not assign its duties under the terms of this agreement.
6. ACS Playground Adventures, Inc. 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 ACS Playground Adventures, Inc. 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. ACS Playground Adventures, Inc. 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, ACS Playground Adventures, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by ACS Playground Adventures, Inc.

1. Workmen's Compensation
Statutory Amount
 2. Comprehensive General & Automobile Insurance
\$500,000 for each person injured.
 3. Bodily Injury Liability
\$1,000,000 for each accident.
 4. Property Damage Liability
\$1,000,000 aggregate.
-
8. ACS Playground Adventures, Inc. shall furnish proof of licensure as required by all local and state agencies.
 9. This contract may be terminated by the City of Fayetteville or ACS Playground Adventures, Inc. with 30 calendar day's written notice. However, the City shall be responsible for payment for any items or materials ordered by ACS Playground Adventures, Inc. prior to receiving any notice of termination.
 10. This Project shall be completed within **120 calendar days** from Notice to Proceed.
 11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
 12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
 13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
 14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.

15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2016.

ACS Playground Adventures, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]
Signature

By: _____
LIONELD JORDAN, Mayor

Clint Pitzer President
Printed Contractor Name & Title

[Signature]
ATTEST (Signature)

ATTEST: (Signature)

Jim Pitzer
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address

Oklahoma City, OK 73132
City, State & Zip Code

Date Signed: 12-1-16

Date Signed: _____



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 16-08, Wilson Park Playground Installation

DEADLINE: Thursday, November 10, 2016 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday, October 19 and 26, 2016

REQUEST FOR PROPOSAL

RFP 16-08, Wilson Park Playground Installation

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.

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Request for Proposal
RFP 16-08, Wilson Park Playground Installation

The City of Fayetteville, Arkansas, is requesting sealed proposals from experienced playground professionals interested in providing a nature-themed playground proposal to replace the two existing playground structures at Wilson Park in central Fayetteville.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **by Thursday, November 10, 2016, before 2:00:00 PM, local time.** No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on **Thursday, October 27, 2016 at 10:00 AM**, local time, at the actual job site located at Wilson Park playground, 675 Park Avenue, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Forms & addendums can be downloaded from the City's web site at www.fayetteville-ar.gov. All questions regarding the process should be directed to Les McGaugh, at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

All interested parties 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.

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor applies to this contract.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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 parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

CITY OF FAYETTEVILLE, AR
By: Les McGaugh
Title: Purchasing Agent
Ad date: 10/19/16 and 10/26/16

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 are welcome to 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 six (6) 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 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. 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 Proposer's 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. ORAL PRESENTATION:

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

8. 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 Les McGaugh, 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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."

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 bid 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 of Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- 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. 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.

28. PERIOD OF CONTRACT: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a maximum of one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A \$250.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.

29. APPENDIX DOCUMENTS INCLUDED:

- a. Attachment A: Site Plan
- b. Attachment B: Department of Labor Prevailing Wage Determination

1. **PURPOSE & OVERVIEW:** The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, seeks proposals from properly licensed professionals who are able to recommend, provide, and install age-appropriate playground equipment at Wilson Park located at 675 Park Avenue, Fayetteville, AR. Proposals shall conform to the drawings and specifications listed, as well as any Federal, State, and/or Local laws that apply to playground and park construction.
2. Received proposals shall consist of two components: the 2-12 year old, nature-oriented activity playground and the separate David Lyle Bayyari Music Playground.
3. The activity playground improvements shall include recommending, providing, and installing appropriate playground equipment for children ages 2 to 12 years and installation of appropriate subbase and durable impact surfacing for the playground equipment. Additionally, the project includes providing and installing accessible pathways from existing parking to the equipment, benches, shade, and all accessories necessary to provide a quality, all-inclusive play experience.
4. The David Lyle Bayyari Music Playground shall include recommending, providing, and installing music-related play equipment such as chimes, metallophones, various drums and other musical play possibilities that will attract children and adults of all ages. The specific equipment proposed shall be musically tuned in order to establish typical intervals between the tones in regard to a given ‘pitch’.
5. The two components of this project shall include a complete turn-key price for design and installation of access, activity and musical playground equipment, impact surfacing, proposed site furnishings, and complete site restoration for the proposed playground improvements listed above with applicable shipping, sales tax, and any other cost incurred to the City of Fayetteville.

Contractors are strongly encouraged to visit the park site to verify size, shape, condition, constraints, and accessibility before submitting a proposal.

A non-mandatory pre-proposal conference will be held on Thursday, October 27, 2016 at 10 AM, local time, at the actual job site at the Wilson Park playground located at 675 Park Avenue, Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

6. **INTENT:** The City intends to select a properly licensed professional provide a playground proposal and installation services to the City at Wilson Park.
7. **NON-PROPRIETARY INTENT OF SPECIFICATIONS:** Any reference to a particular manufacturer brand, model, drawing, etc. is to assist in establishing a product acceptability level for the City of Fayetteville; it is not to establish a proprietary bid to limit Proposers from competition for the bid. The City of Fayetteville will have the privilege to evaluate alternate proposal for play value, safety, and quality offered. If in the opinion of the City, an alternate for any brand specified meets the basic design with no material exception as judged by the City, then the City reserves the right to accept the alternate.

8. **EVALUATION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score each proposal. 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 of the selection committee.

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

- 1) 20% **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, shall be listed.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **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) 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 the City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in an **annual not to exceed format**.

9. **SCOPE OF WORK:** While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to recommend, provide, and install active and musical play equipment containing a wide variety of play events. Proposals shall include the following in relation to the proposed method of completing the work as outlined in the selection criteria:

- a. The extent of the Vendor's playground plans shall meet the specifications provided in this request for proposal.

- b. The City desires the following aspects within the proposals:
 - i. Playground Aesthetics: including color choice, deck material, and suitability with regard to the proposed playground concepts
 - ii. Playground Durability: including warranty and maintenance
 - iii. Playground Play Value: including variety, creativity, and challenge
 - iv. Proposed Impact Surfacing: including cost, appearance, ease of repair, durability/longevity
- c. The playgrounds shall be designed as “natural” playgrounds to reflect and enhance the natural features of Wilson Park and the Ozark region in particular. This can include, but is not limited to, hardwood trees and forests, streams and rivers, bluffs and rock outcroppings, meadows, glades, homesteads, kitchen gardens, etc.
- d. Comparison of play events, accessibility, circulation and diversity of the playground plans.
- e. To receive as much play value as possible.
- f. To provide a safe play experience for children ages 2-12 as well as all users.
- g. To provide an all-inclusive, accessible play experience for children of all skill and ability levels.
- h. The proposer shall be responsible for following all State and Federal Laws that pertain to the construction of playgrounds.
- i. Durability of playground structures and equipment which results in low maintenance and long life of the product.
- j. Aesthetics in concept, design, and structure.
- k. Playground design shall include at least one 6’ bench to be provided and other site furniture as suggested by proposer.
- l. Proposals should not include enclosed slides.
- m. Per Attachment A: Site Plan, all responses to this RFP shall also include demolition and disposal of the two existing playground structures and all existing sidewalks that will not be incorporated and utilized proposal.

10. ADDITIONAL PROPOSAL REQUIREMENTS: Proposals shall conform to the following specifications and include appropriate evidence for each **with response packet:**

- a. Letter stating the playground equipment is appropriate for the age group stipulated above.
- b. Letter stating the proposed playground equipment meets the current Consumer Product Safety Commission Guidelines (CPSC) for public playgrounds.
- c. Letter stating the proposed playground equipment meets the requirements of the Consumer Product Safety Improvement Act (CPSIA 2008) and physical copies of Certificates of Compliance for each product and component as required by the CPSIA 2008.
- d. Letter stating the playground equipment meets the current requirements of the American Society for Testing Materials (ASTM).
- e. Letter stating the playground plan meets current requirements for both upper level and lower level play events of the Americans with Disabilities Act (ADA).
- f. Letter stating the playground equipment is International Play Equipment Manufacturer’s Association (IPEMA) certified.
- g. Evidence that all playground equipment provided is covered by product liability insurance. Contractors should provide a copy of this which includes the amount of coverage.
- h. Complete product specifications and warranty information.
- i. A color scale sample chart for all equipment.

- j. Proposer shall have a State of Arkansas Contractors License valid at time of bid. Proposer shall provide the City with proof of payment to all subcontractors before final payment is made by the City.
- k. Proposers shall have workers' compensation as required by Arkansas State statutes.
- l. Proposers shall have general liability insurance as required at a minimum of \$1,000,000.00.
- m. A bid bond of 5% shall be submitted with all proposals. A cashier's check issued to the City of Fayetteville from a financial institution located in the State of Arkansas in the amount of 5% of the proposed price is also acceptable.
- n. Contractor shall provide a 100% performance and payment bond after contract award, within ten (10) calendar days of notice of award. Cost of the performance and payment bond shall be paid by the contractor and shall be presented the City after being file marked at the Washington County Circuit Clerk's Office.
- o. The City of Fayetteville requires the following for viewing by the Selection Committee; therefore, the items below shall be included with RFP response:
 - A color, three-dimensional scaled site plan drawing of the playground equipment,
 - Pictures for each piece of equipment mounted on a poster board or paper,
 - A written list and description of all equipment to be included in the proposal, and
 - A chart of the number of elevated and ground play components and components which are accessible by transfer, ramp, or as a ground play component as required by ADA shall be submitted. This chart may be printed on the site plan drawing.

11. IMPLEMENTATION: The successful Proposer shall be responsible and agrees to provide the following:

- a. Provide site preparation required to successfully install the playground equipment. The playground equipment shall be in-ground mounted in a footing. All construction shall comply with State and Federal Laws.
- b. Recommend, provide and install the playground surfacing material. Note the playground surfacing depth shall meet all playground safety standards. Please provide samples for all colors.
- c. Decks shall be manufactured and finished with vinyl coating.
- d. Upright posts shall be either galvanized steel, or aluminum material with a corrosion resistant finish.
- e. Provide all labor, equipment, materials and supplies needed to install the concrete sub-base, the safety surfacing, play equipment and benches.
- f. All existing trees shall be protected to ensure survival through the construction process.
- g. Proposers shall incorporate shade into their proposal to include existing trees, additional tree plantings, and/or shade structures which complement and enhance the proposed playground equipment and concept.
- h. The existing gazebo structure shall remain and be incorporated into the overall playground site design.
- i. Existing benches, trash receptacles and other site furnishings, if still serviceable, shall be incorporated into a proposal.
- j. Proposers are encouraged to incorporate available site opportunities into their proposal such as existing vegetation, slopes, turf areas, gazebo, etc.
- k. The existing swing installation is outside of the proposed playground zone and is intended to remain; however, as part of the playground proposal, submittals shall also include replenishment of the engineered wood fiber surfacing beneath the swings.
- l. All debris and construction materials shall be removed and cleaned up after installation.
- m. Removal of excavated dirt is the Contractor's responsibility unless it is spread in the park area as designated by Parks and Recreation Staff.

- n. Security at this park is very important. The City of Fayetteville will not be responsible for stolen or damaged equipment. Contractor shall be responsible for playground equipment and site until final completion of the entire project.
- o. All contractors should plan on working weekdays from 7:00 AM to 5:00 PM unless otherwise approved by the Project Manager.
- p. If any contractor feels the need to stay at the jobsite overnight, prior advanced permission from Connie Edmonston, Parks and Recreation Director must be obtained.
- q. Equipment supplier shall provide a letter to the City of Fayetteville certifying that an audit of the playground equipment's installation was performed and that the following requirements and specifications were successfully met:
 - All footings were correctly installed. Footings shall be audited by the City of Fayetteville staff BEFORE covering and continuing installation. Give 48 hours' notice prior to concrete pour.
 - All play equipment and play surface was installed correctly according to CPSC, CPSIA 2008, ASTM, IPEMA, and ADA requirements.
 - All equipment was located properly for the fall zone requirements.
- r. Any deviation shall be noted on these bidding documents and explanatory specifications attached to the proposal.
- s. Unit prices shall include all labor, materials, equipment and incidentals required to complete the work as shown in the plans and details for a complete in place item. Items listed on drawings and not included as a separate pay quantity shall be considered incidental and the cost shall be included in the price bid for other items.
- t. The amount of time appropriated for this project is one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A \$250.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.
- u. Proposers are responsible for providing construction fences and signs as required to assure the safety of citizens.
- v. Proposers shall coordinate the construction of the playground slab with other construction activities in the park that may be part of a separate bid.
- w. Evidence shall be provided proving the installers of the playground equipment are properly trained by the equipment manufacturer.
- x. Project will not be accepted until the City of Fayetteville approves the work after the construction has been completed. When concrete is poured, it is the contractor's responsibility to supervise the area. If the concrete is disturbed by tracks, etc., the contractor is responsible for correcting the pour.
- y. Proposers shall submit a maximum of two (2) proposals. No more than two proposals for the park will be considered per contractor license.
- z. All disturbed areas shall be seeded with turf type Tall Fescue and mulched with wheat straw unless otherwise specified on the drawings.
- aa. Construction site shall be returned to the condition it was in prior to the start of construction. Contractor is responsible for repairing all damage to site caused during construction.
- bb. The area of land to be included in this proposal is shown on the drawings. Proposers shall not include any area larger than what has been designated for the proposal. Please contact Les McGaugh (479-575-8220, lmcgaugh@fayetteville-ar.gov with any questions.
- cc. Proposers shall comply with all Federal and State laws pertaining to playgrounds.

dd. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.

ee. Proposers must comply with all Americans with Disabilities Act Guidelines.

12. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

a. **Structure:** Proposals shall be prepared simply and economically, providing a straight forward, concise description on the Proposer's ability to meet the requirements for this project. 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. Displays should be provided as requested.

b. **References:** A reference list for similar work performed by the Proposer within the past five (5) years.

c. **Experience:** Provide a general description of the organization, its history, primary types of work, organizational structure, etc. Proposers shall incorporate experience as it relates to the scope of work and minimum qualifications.

13. CONTRACT FORMATION: If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. 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.

14. INSURANCE: Proposer shall provide and maintain insurance throughout the contract which is commonly accepted in the industry. Insurance is not required with RFP response but will be required after contract award. Insurance provided shall include but not be limited to the following and shall list the City of Fayetteville, Arkansas as an additional insured: General Automotive, Commercial General Liability and Worker's Compensation as required by state law.

- Workers' Compensation: Statutory Amount
- General Liability Coverage: \$1,000,000 minimum
- General Automobile Coverage

For any work subcontracted, 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, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

15. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Wednesday, October 19, 2016	8:00 AM	Date RFP available and date of advertisement Second advertisement: October 26, 2016
Thursday, October 27, 2016	10:00 AM	Non-Mandatory Pre-Proposal Conference,, all interested parties are strongly encouraged to attend
Tuesday, November 01, 2016	End of day	City intends to issue Final Addendum – if applicable
Thursday, November 10, 2016	Before 2:00 PM, local time	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions.
Week of November 14, 2016	TBD	Interviews with short listed vendors – if applicable
Friday, November 18, 2016	4:00 PM	Deadline for negotiations and finalization of contract, City Clerk deadline for City Council Meeting
Tuesday, November 29, 2016	4:30 PM	City Council Agenda Session Meeting for 12/6/16
Tuesday, December 06, 2016	5:30 PM	City Council Meeting to consider contract for approval

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. 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

City of Fayetteville
RFP 16-08, Construction of Wilson Park Playground
Proposal Form

The Proposer understands the City of Fayetteville reserves the right to reject any or all bids and to waive formalities deemed to be in the City's best interest.

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; playground concrete sub-base (if necessary) and surfacing with installation; playground equipment and installation; proposed site furniture installation; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Demolition as Specified \$ _____

Concrete Sub-Base (4" Thickness)
for Playground Surfacing (if necessary): \$ _____
Complete in place per details as proposed

Activity Playground Equipment for Ages 2 - 12: \$ _____
Complete in place as proposed

Musical Playground Equipment for All Ages: \$ _____
Complete in place as proposed

Playground Surfacing: \$ _____
Complete in place as proposed

Site Furnishings: (min. one 6' bench) \$ _____
Complete in place as proposed

ADA Concrete Sidewalk Connections: \$ _____
Complete in place as proposed

Site Restoration: \$ _____
Includes 4" depth topsoil,
Fescue seed and straw

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ _____

***Total Price per Proposal Specifications shall equal the sum of all line items provided above.**

THIS FORM CONTINUES ON THE NEXT PAGE

PROPOSER NAME: _____

PROPOSER'S NAME _____

CONTRACTOR'S LICENSE # _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked **"RFP 16-08, Wilson Park Playground Installation"**. Each bidder will be required to meet or exceed the specifications attached. **Any deviation shall be noted with specifications attached to bid proposal.** Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF LABOR
PREVAILING WAGE DIVISION

10421 WEST MARKHAM • LITTLE ROCK, AR 72205-2190
Phone: 501-682-4536 Fax: 501-682-4506 TRS: 800-285-1131

September 21, 2016

Ken Eastin
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: PLAYGROUND REPLACEMENT AND
IMPROVEMENTS TO ROADS AND PARKING
WILSON PARK
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY

Dear Mr. Eastin:

In response to your request, enclosed is Arkansas Prevailing Wage Determination Number **16-187** establishing the minimum wage rates to be paid on the above-referenced project. These rates were established pursuant to the Arkansas Prevailing Wage Law, Ark. Code Ann. §§ 22-9-301 to 22-9-315 and the administrative regulations promulgated thereunder.

If the work is subject to the Arkansas Prevailing Wage Law, every specification shall include minimum prevailing wage rates for each craft or type of worker as determined by the Arkansas Department of Labor Ark. Code Ann. § 22-9-308 (b) (2). Also, the public body awarding the contract shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages shall be paid to all workers performing work under the contract. Ark. Code Ann. § 22-9-308 (c).

Additionally, the scale of wages shall be posted by the contractor in a prominent and easily accessible place at the work site. Ark. Code Ann. § 22-9-309 (a).

Also enclosed is a "**Statement of Intent to Pay Prevailing Wages**" form that should be put in your specifications along with the wage determination. The General/Prime Contractor is responsible for getting this form filled out and returned to this office within 30 days of the Notice to Proceed for this project.

When you issue the Notice to Proceed for this project, please send a copy of the notice to my office.

If you have any questions, please call me at (501) 682-4536 or fax (501) 682-4506.

Sincerely,

A handwritten signature in cursive script that reads "Lorna Kay Smith".

Lorna K. Smith
Prevailing Wage Division

Enclosures

Arkansas Department of Labor Prevailing Wage Determination

Date: 9/21/2016

Determination #: 16-187

Expires: 3/21/2017

Project: Playground Replacement and Improvements to Roads and Parking

Site: Wilson Park

City: Fayetteville, Arkansas

Project County: Washington

Survey#: 716-AH05

COUNTY(S)	Group
Washington	5

CLASSIFICATION	Basic Hourly Rate	Fringe Benefits
Bricklayer/Pointer, Cleaner, Caulker, Stone Mason	\$11.45	\$1.92
Carpenter	\$16.75	
Concrete Finisher/Cement Mason	\$15.45	
Electrician/Alarm Installer	\$21.30	\$7.81
Ironworker (Including Reinforcing Work)	\$16.30	
Laborer	\$13.00	
Pipelayer	\$11.80	\$2.61
Asphalt Paving Machine	\$19.85	\$1.80
Backhoe - Rubber Tired (1 yard or less)	\$14.70	\$4.90
Bulldozer, finish	\$14.60	
Bulldozer, rough	\$16.30	
Crane, Derrick, Dragline, Shovel & Backhoe, 1.5 yards or less	\$14.90	
Crane, Derrick, Dragline, Shovel & Backhoe, over 1.5 yards	\$14.90	
Distributor	\$11.45	\$1.92
End Dump (Dump Truck)	\$14.15	
Front End Loader, finish	\$13.70	
Front End Loader, rough	\$14.35	\$0.59
Mechanic	\$14.70	
Roller	\$14.30	\$1.40
Scraper	\$11.45	\$1.92
Motor Patrol	\$11.45	\$1.92
Asphalt Screed Operator	\$19.20	\$2.35
Excavator/Trackhoe	\$18.75	
Asphalt Raker	\$15.45	\$1.55
Truck Driver (Excludes Dump Truck)	\$17.20	

Welders-receive rate prescribed for craft performing operation to which welding is incidental.

Certified 7/1/2016

Classifications that are required, but not listed above, must be requested in writing from the Arkansas Department of Labor, Prevailing Wage Division. Please call (501) 682-4536 for a request form.

STATEMENT OF INTENT TO PAY PREVAILING WAGES

PROJECT: **PLAYGROUND REPLACEMENT AND IMPROVEMENTS TO ROADS AND PARKING
WILSON PARK
FAYETTEVILLE, ARKANSAS
WASHINGTON COUNTY**

This is to certify that we, the following listed contractors, are aware of the wage requirements of the Arkansas Prevailing Wage Law and by signature below indicate our intent to pay no less than the rates established by **Arkansas Prevailing Wage Determination Number 16-187** for work performed on the above noted public project. I understand that contractors who violate prevailing wage laws, i.e., incorrect classification/scope of work of workers, improper payments of prevailing wages, etc., are subject to fines and will be required to pay back wages due to workers.

Business Name	Address	Phone#	Signature and Title of Business Official
General/Prime Contractor			
Electrical Subcontractor			
Mechanical Subcontractor			
Plumbing Subcontractor			
Roofing/ Sheet Metal Subcontractor			

THE GENERAL/PRIME CONTRACTOR IS RESPONSIBLE FOR GETTING THIS FORM FILLED OUT AND RETURNING IT TO THE ARKANSAS DEPARTMENT OF LABOR ***WITHIN 30 DAYS OF THE NOTICE TO PROCEED*** FOR THIS PROJECT. RETURN COMPLETED FORM TO THE ARKANSAS DEPARTMENT OF LABOR, PREVAILING WAGE DIVISION, 10421 W. MARKHAM, LITTLE ROCK, ARKANSAS, 72205.

RFP 16-08, Addendum 1



Date: Monday October 31, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFP 16-08, Wilson Park Playground

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. The deadline for RFP 16-08 is hereby extended as part of this addendum. **All proposals shall be received by Tuesday, November 22, 2016 before 2:00:00 PM, local time to Fayetteville, AR.** Late Proposals will not be accepted. Proposers shall acknowledge all addendums in the designated location on the signature submittal.
 - a. Proposals shall be received at: Fayetteville City Hall, 113 W. Mountain, Attn: Room 306 Purchasing, Fayetteville, AR 72701.
2. The following budget is hereby released for this project. All proposal submitted shall not exceed the overall budget provided below.
 - a. Budget **not including** Musical Playground Equipment for All Ages: \$477,804
 - b. Budget for Musical Playground Equipment (4th line item in Proposal form): \$30,000
 - c. **Total Budget for all items \$507,804**
3. Reference: Proposal Form, 4th line item for “Musical Playground Equipment for All Ages” (referenced as the “Musical Playground Zone” in the site drawing) shall be priced to include as much play value as financially possible given the \$30,000 budget. The City received a donation from the Bayyari Family in the amount of \$30,000 specifically for this aspect of the playground.
4. Plan Sheets for Bid 16-63 are included in this addendum for reference only and shall not be included within the scope of the proposal. Contractors that are awarded individual projects (RFP 16-08, Wilson Park Playground and Bid 16-63, Construction – Wilson Park Improvements) shall coordinate together regarding construction and access from the proposed ADA parking space adjacent to the proposed playground location.
5. A non-mandatory pre-proposal meeting was held at Wilson Park on Thursday October 27th, 2016 at 10:00 AM. The sign in sheet of all attendees is attached. The following items were discussed during the pre-proposal meeting:
 - a. The preference is to have a closer connection between the two age groups in regards to play

structures. There may be separate play structures proposed, but any stand-alone elements shall be intermixed to provide a fully inclusive play area regardless of age or ability.

- b. The City has have determined that any fall zone impact areas shall be a modular tile surfacing. Other surfaces such as engineered wood fiber can be proposed in areas where wear is a concern but the surface is not intended to absorb fall impact. This may include the musical playground area. EWF is considered because it is rated as wheelchair accessible, yet is still permeable and will prevent continued soil compaction and loss under existing trees.
- c. As a change in the scope of the project, proposer shall include replacement surfacing beneath the existing swings. This will not involve replacement of the swings, only surfacing replacement. The surface shall be resilient modular tiles on a suitable base.
- d. Contractor shall be required to obtain a floodplain development permit, and a grading permit.
- e. The current path to the swings provided ADA Access to swings. If this path his disrupted, ADA access shall be provided to the swings.
- f. Contractor shall be responsible for demolishing, removing and disposing of all existing equipment, as well as affected concrete slabs and walkways.
- g. Playground shall be “natural” themed that will easily blend into the streamside backdrop.
- h. Either seed/straw or sod may be proposed.
- i. Existing sidewalks may remain if they fit into proposal. Any new proposed sidewalks shall be ADA accessible.
- j. Poster Boards may be submitted; however a digital rendering shall be submitted in a PDF format with digital submittal.
- k. Playground shall be designed to be as fully-inclusive as possible, including wheelchair accessibility.
- l. Landscaping is not necessary. Planting bed areas can be spatially proposed; however, any plant materials other than sod or seed for restoration will be provided later by Park Horticulturists. If planting beds are proposed as an enhancement to your proposal, design, or theme, then purpose shall be indicated on the plan. The purpose is the intended use... for example, planting for screening, background, food production, separator, etc.
- m. No survey requirements are necessary other than ensuring elevational accuracy. All grades, slopes and circulation connections proposed will be ADA accessible. The Proposer will be responsible for delineating the streamside protection zones boundary with paint or flagging prior to construction. This may be accomplished by linear measurement with approved confirmation from Park staff.
- n. The current schedule has a final contract reviewed by the City Council on Dec. 20 with a Notice to Proceed expected soon after. This will have construction beginning in mid-January. There will be

inclement weather days allowed. Weather days must be requested in writing to the project manager on the day of the weather occurrence.

- o. Existing underground irrigation: There is at least one sprinkler head and supply lines in the immediate area; however, it is thought that they are closer to the existing swings. These lines are not abandoned, but have not been used in quite some time. City crews will make an attempt to locate these lines; however, if one is encountered in construction activities, then the contractor shall plan to plug the existing line.
- p. The streamside barrier zone is shown on the playground area plan. They are established by measurement from the top of the stream bank. The waterside zone, measured 25' from the top of bank, should not be utilized. The management zone, measured between 25' and 50' from the top of bank, can be utilized; however, no impermeable surface greater than 150 square feet shall be proposed. Free standing play elements, activity circulation, etc. can occur within the management zone. A concrete slab can also be proposed extending into the zone, but the extension should not be over 150 SF.
- q. A storm water pollution prevention plan (SWPPP) is required if project disturbance occurs on an area of one acre or larger. The area generally bounded by the existing swings, existing playground structures, and outside of the waterside protection zone is approximately .8 acres. Should more than 1 acre be disturbed, contractor shall provide an SWPPP.



**Pre-Bid Meeting
RFP #16-08, Construction of Wilson Park Playground
October 27, 2016**

Purchasing

Purchasing Agent

Les McGaugh

Ph: 479-575-8220

Parks and Recreation

Park Planning Superintendent

Alison Jumper, PLA

Ph: 479-444-3469

Park Planner

Ken Eastin, RLA

Ph: 479-444-3472

Procedures

- Bonds (Bid bond with bid, payment bond with contract) (recorded at the Washington County courthouse by the Contractor) and insurance
 - o Due 10 calendar days after Notice of Award is given
- Arkansas Department of Labor wage rates are required for this project
- Preconstruction conference; major sub-contractors are required to attend.
- Location of Underground Facilities (1-800-482-8998, Arkansas One-Call System, Inc.)

Copies of documents

- Owner will provide Contractor with a minimum of two sets of drawings and specifications.

Contract Time

- 120 days total contract
- 90 days for substantial completion
- 30 additional days for final completion
- Work days and time: Monday through Friday, 7:00 AM – 5:00 PM, unless pre-approved by Park Staff

Permits: Meet all state, local and federal requirements

- A floodplain development permit is required for work adjacent to and within a designated floodplain. Contact Alan Pugh, Certified Floodplain Manager (479.575.8208 or apugh@fayetteville-ar.gov) for additional information or to submit application: (<http://www.fayetteville-ar.gov/documentcenter/view/1119>).
- Due to small size of disturbed area for construction (<1 acre), a SWPPP will not be required.
- Fees for city permits are waived. Non-city permit fees will be paid by the contractor.

Submittals

- Concrete mix designs – no colored concrete
- Grass seed (Tall Fescue Blend)

Site-Visits and Project Milestones

- Construction entrance, tree protection fence/silt fence and concrete waste management must be in place prior to commencement of work!!!
- Layout of amenities
- Rough grading – include area for future playground (grade to proposed contours)
- Excavation for equipment foundations
- Construction of concrete slabs
- Assembly and installation of equipment
- Sidewalk construction
- Finish grading and site restoration

ADA Requirements

All amenities shall be ADA accessible, including, but not limited to the following:

- ADA parking space
- Sidewalks
- Playground structures, equipment and access to entry/exit

Project Site Specifics

- Tree protection fencing is required to protect surface roots beneath existing canopy around all trees immediately adjacent to proposed playground site.

Work by Others

- Close coordination will be required between the selected playground contractor and the successful parking and road improvement bidder. The road contractor will be responsible for construction of the ADA parking and ADA sidewalk connection that will provide access to the playground. The timing, adjacent grading, drainage and elevational tie-in will be points that will require coordination.



City of Fayetteville, Arkansas

Attendance Sheet

BID/RFQ/RFQ #: 16-08

Description: Wilson Park Playground

Function (circle one) : Bid Opening, Selection Committee Meeting Pre-Bid Interview

Date: 10 / 27 / 2016

Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McLaugh	City of Fayetteville	Purch Agent	479-575-8220	lmcgaugh@
2	Rachel Brown	City of Fay	Purch Clerk	479-790-0005	rbrown@
3	Clint Pitzer	ACS Playground	Sales	405-834-5056	clintp@acsplay.com
4	Kim Kyle	Hahn Enterprises	Sales	501-227-6125	kyerec@sbcglobal.net
5	Wayne Davis	DAVIS Playgrounds	Owner	501-2058-0732	Wayne@DAVISPlayGround.com
6	Kelli Collins	Play by Design	Sales	918-851-9518	playbydesigninc@gmail.com
7	Rusty Peoples	Heartland Park	Project Mgr	479-769-0580	RUSTYPEPLES@gmail.com
8	Rhonda Selman-Lynch	ACS Playground Assoc	Sales Rep.	479-841-1130	Rhonda@ACSPLAY.com
9	Andy Bolin	THE PLAYWELL GROUP	SALES	479-567-3230	ANDY@PLAYWELLGROUP.com
10	Ryan Brown	Cunningham Recreation	Sales/Const. Mgr	479-936-1092	Ryanbrown@kwsr.com
11	Ryan Brown	BSA Enterprises Inc.	"	"	"
12	Ken Estlin	COF	PROJ. MAN		
13	Alison Jumper	COF PARKS	Planning Super	479-444-3469	ajumper@
14	Antonio Givan	Goddess Products	Sales Mgr	501-541-1175	a_givan@yahoo.com
15	Ashley Willis	Goddess Products	Sales Rep	501-541-1063	ashwillis@attlook.com
16	Brian Ash	Miracle Recreation	Sales Rep	800-933-6484	brian@ashrecreation.com
17					
18					
19					
20					

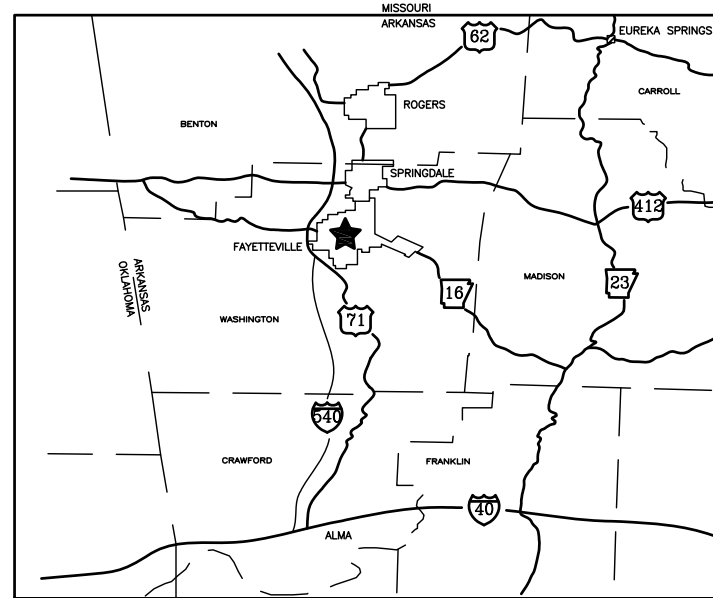
CITY OF FAYETTEVILLE

BID 16-63

CONSTRUCTION OF

WILSON PARK PARKING IMPROVEMENTS

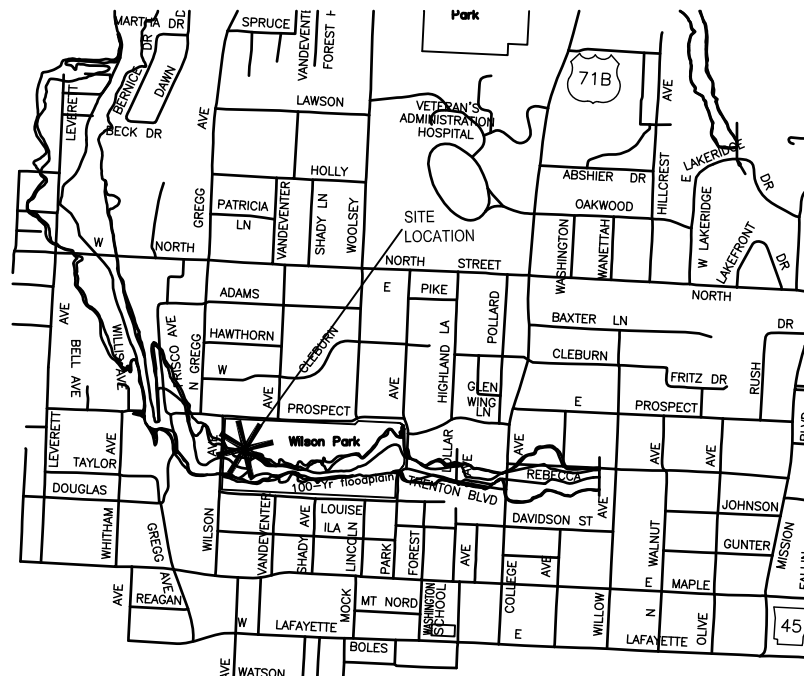
675 N. PARK AVENUE



AREA LOCATION MAP



NOT TO SCALE



VICINITY MAP



NOT TO SCALE

SCHEDULE OF DRAWINGS

COVER SHEET	1
EXISTING CONDITIONS AND DEMOLITION PLAN	2
SITE PLAN	3
DETAILS (SD1)	4
DETAILS (SD2)	5

PROJECT CONTACT INFORMATION:

PROJECT MANAGER: KEN EASTIN, ASLA, CA
PHONE: 479-444-3472

ADDRESS: 1455 S. HAPPY HOLLOW RD.
FAYETTEVILLE, AR 72701

FLOOD PLAIN: A PORTION OF THIS PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA BASED UPON A NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NUMBER 05143C0220 F - DATED MAY 16, 2008.

ZONING	PLAT PAGE	SOIL TYPES
P-1	445	Sn-SLOAN SILT LOAM SfC2-SAVANNAH FINE SANDY LOAM, 3 TO 8 PERCENT SLOPES, ERODED. EnD-ENDERS GRAVELLY LOAM, 8 TO 12 PERCENT SLOPES. ErF-ENDERS-ALLEGHENY COMPLEX, 20 TO 40 PERCENT SLOPES.

- PROJECT SCOPE
- DEMOLITION
 - 600 LINEAR FEET OF CURB AND GUTTER
 - NEW ASPHALT W/ BASE (~1,700 SF)
 - CONSTRUCT ADA PARKING SPACE
 - DELINEATE 33 ADDITIONAL PARKING SPACES
 - DELINEATE PAVEMENT HATCHING
 - RESTORE ALL DISTURBED AREAS



GENERAL CONSTRUCTION NOTES:

AREAS DISTURBED BY CONSTRUCTION SHALL BE RETURNED TO THEIR PREVIOUS CONDITION AT CONTRACTOR'S EXPENSE AS DIRECTED BY CITY'S PROJECT MANAGER.

CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND CALLING THE ARKANSAS ONE CALL SYSTEM (1-800-482-8998).

BID PRICE INCLUDES ALL LABOR, MATERIALS, EQUIPMENT AND INCIDENTALS REQUIRED TO COMPLETE THE WORK AS SHOWN IN THE PLANS AND DETAILS FOR A COMPLETE IN PLACE ITEM. ALL ITEMS LISTED ON DRAWINGS SHALL BE CONSIDERED INCIDENTAL AND THE COST SHALL BE INCLUDED IN THE BID PRICE.

CONTRACTOR SHALL NOTIFY PROJECT MANAGER FOR APPROVAL OF FORM WORK 24 HOURS PRIOR TO POURING ANY CONCRETE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURE. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

CONTRACTOR SHALL BE RESPONSIBLE FOR MEETING ALL ARKANSAS DEPARTMENT OF ENVIRONMENTAL QUALITY (ADEQ) AND ENVIRONMENTAL PROTECTION AGENCY (EPA) REQUIREMENTS FOR STORM WATER MANAGEMENT FOR THIS PROJECT. ALL COSTS TO BE INCLUDED IN OTHER ITEMS OF WORK.

REVEGETATION OF DISTURBED AREAS SHALL BE IN ACCORDANCE WITH §169.06(F) OF THE CITY OF FAYETTEVILLE GRADING ORDINANCE:

Zero to 10% grade: Revegetation shall be a minimum of seeding and mulching. Said seeding shall provide complete and uniform coverage that minimizes erosion and runoff in no more than two growing seasons.

TRAFFIC PAINT SHALL BE NON-BLEEDING, QUICK-DRYING, ALKYD PETROLEUM BASE PAINT SUITABLE FOR TRAFFIC-BEARING SURFACE AND SHALL MEET FS TTP-85E AND BE MIXED AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.

CONTRACTOR IS RESPONSIBLE FOR A COMPLETE, TURN KEY PROJECT INCLUDING SITE PREPARATION, INSTALLATION AND SITE RESTORATION INCLUDING BACKFILL/TOPSOIL, SEED, STRAW AND WATER.

SURVEYED BY:
MCCLELLAND ENGRS
DRAWN BY:
KBE
DESIGNED BY:
AJ
FILE NAME:
01 Wilson Park Parking Improvements.dwg

CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS
COVER SHEET

REVISED
10-20-16

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
FAYETTEVILLE, AR 72701
PHONE NO. (479) 444-3471
FAX NO. (479) 444-3474

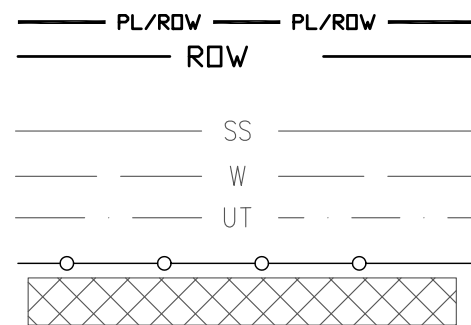
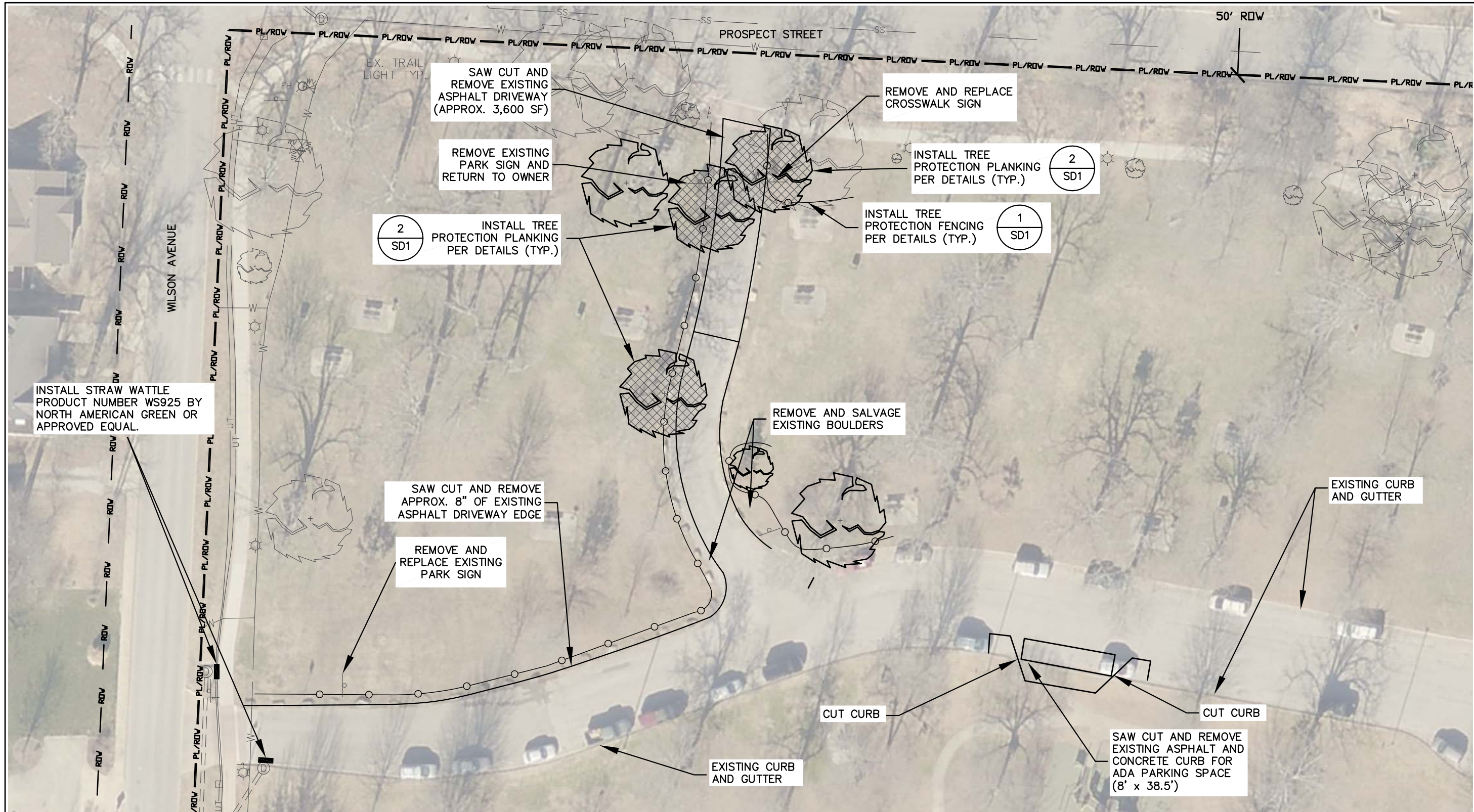
CITY OF
Fayetteville
ARKANSAS

DATE:
August 2016

SHEET:

1

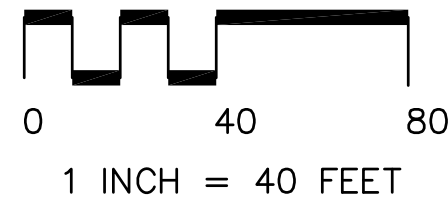
PROJECT:
WILSON PARK PARKING IMPROVEMENTS



PARK BOUNDARY/ROW
EX. STREET ROW
EX. 2-FOOT CONTOUR
EX. SANITARY SEWER
EX. WATER
EX. UNDERGROUND PHONE
PROPOSED TREE PROTECTION FENCE
PROPOSED TREE PROTECTION PLANKING

LEGEND

- FH EX. FIRE HYDRANT
X WV EX. WATER VALVE
○ EX. DRAINAGE MH
□ EX. PEDESTAL
○ EX. SIGN
○ EX. TRAIL LIGHT



SURVEYED BY:
MCCLELLAND ENGRS
DRAWN BY:
KBE
DESIGNED BY:
AJ
FILE NAME:
W) Wilson Park Parking Improvements.dwg

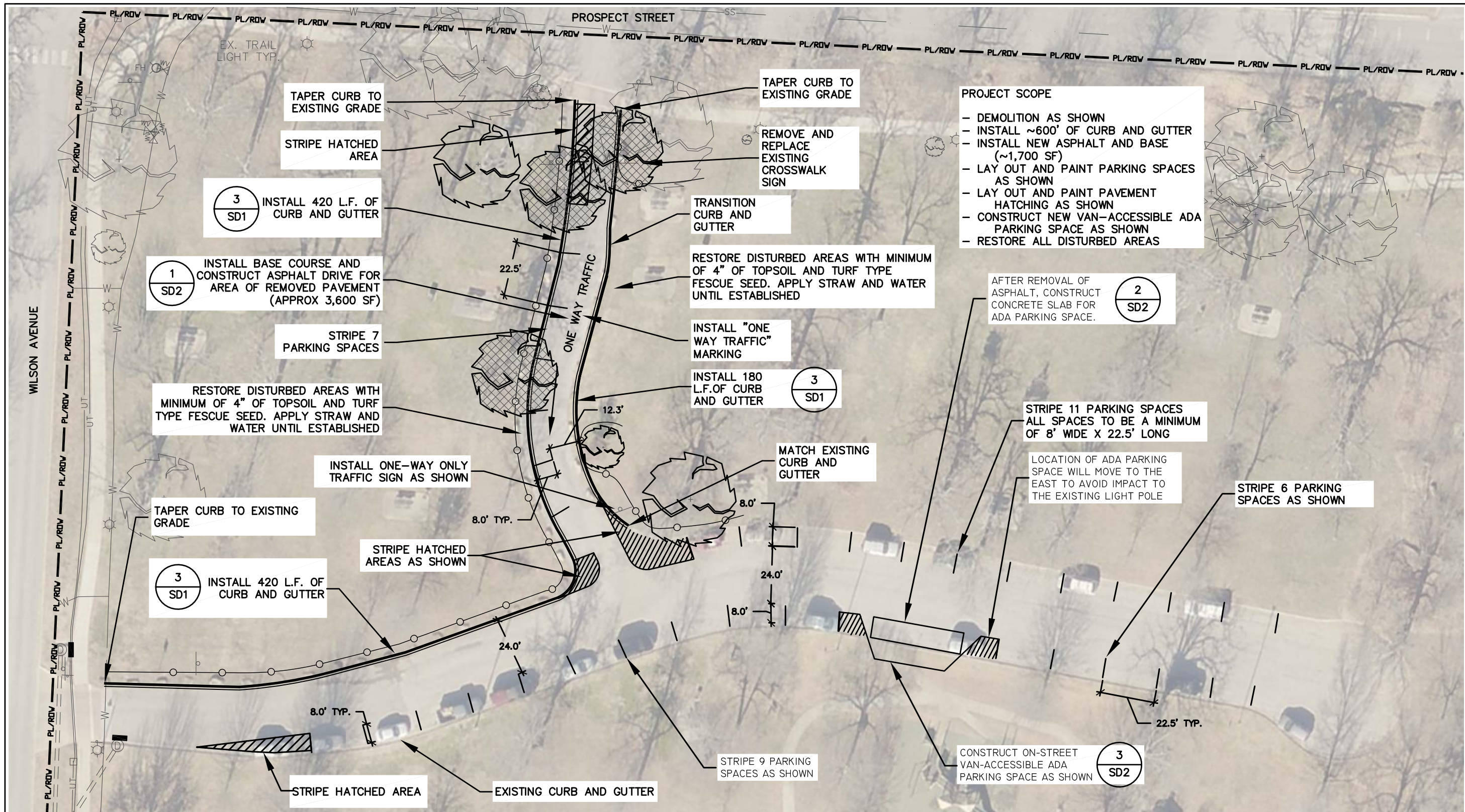
CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS
EXISTING CONDITIONS AND DEMOLITION PLAN

TITLE:
REVISED
10-22-16

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
PHONE NO. (479) 444-5471 FAX NO. (479) 581-7714

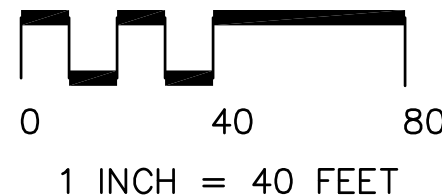


DATE:
August 2016
SHEET:
2
PROJECT:
WILSON PARK PARKING IMPROVEMENTS



LEGEND	
	PL/ROW
	SS
	W
	UT
	PROPOSED TREE PROTECTION FENCE
	PROPOSED TREE PROTECTION PLANKING
	PARK BOUNDARY/ROW
	EX. SANITARY SEWER
	EX. WATER
	EX. UNDERGROUND PHONE

- EX. FIRE HYDRANT
- EX. WATER VALVE
- EX. DRAINAGE MH
- EX. PEDESTAL
- EX. SIGN
- EX. TRAIL LIGHT



SURVEYED BY:
MCCLELLAND ENGRS
DRAWN BY:
KBE
DESIGNED BY:
AJ
FILE NAME:
W) Wilson Park Parking Improvements.dwg

CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS
SITE PLAN

REVISIONS
10-22-16

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
FAYETTEVILLE, AR 72715
PHONE NO. (479) 444-5971
FAX NO. (479) 581-7714

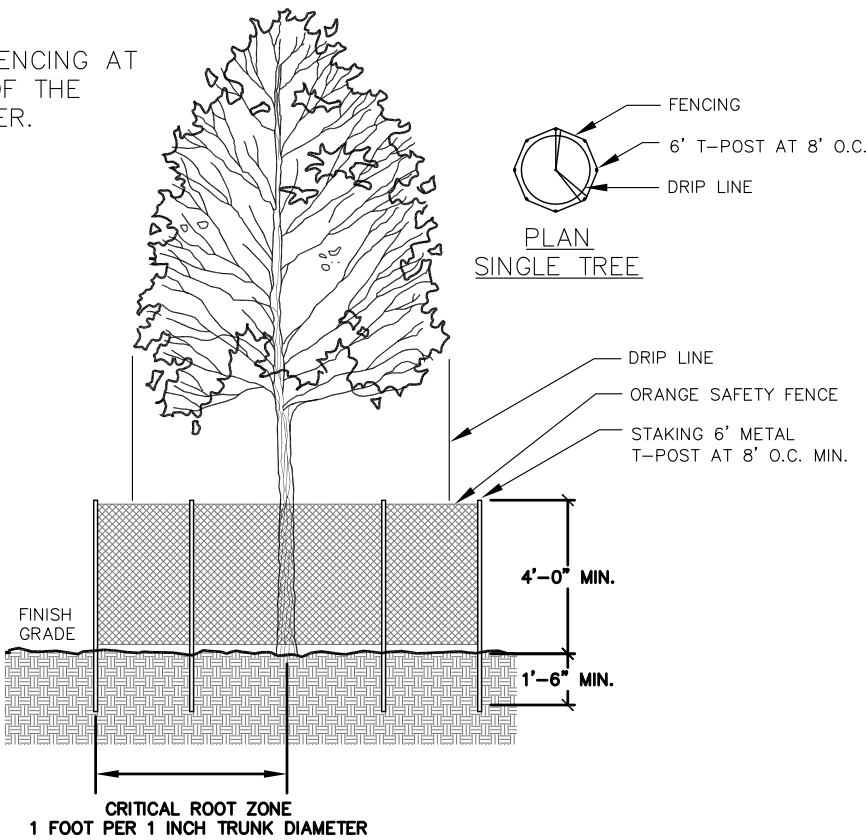


DATE:
August 2016
SHEET:

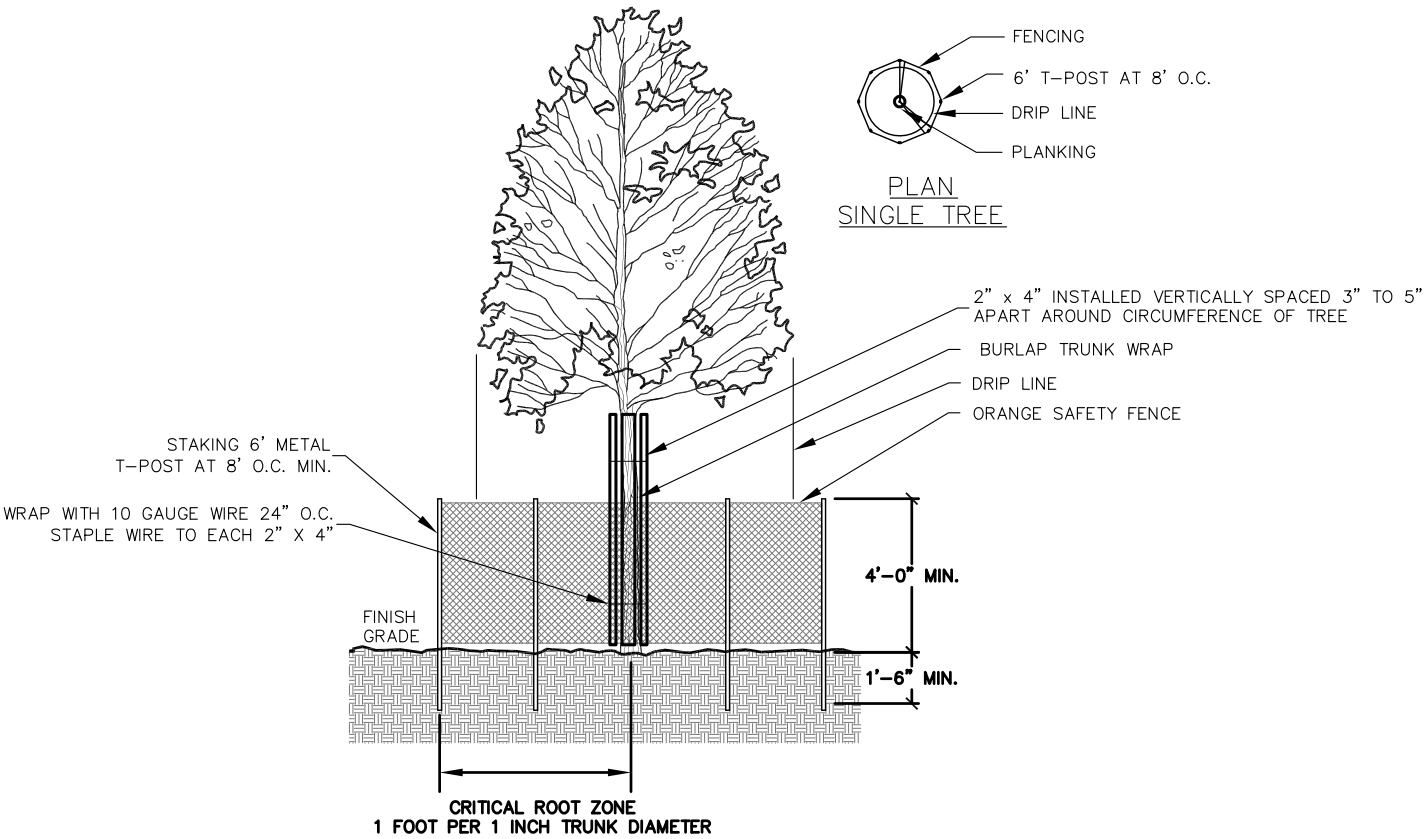
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PROJECT:
WILSON PARK PARKING IMPROVEMENTS

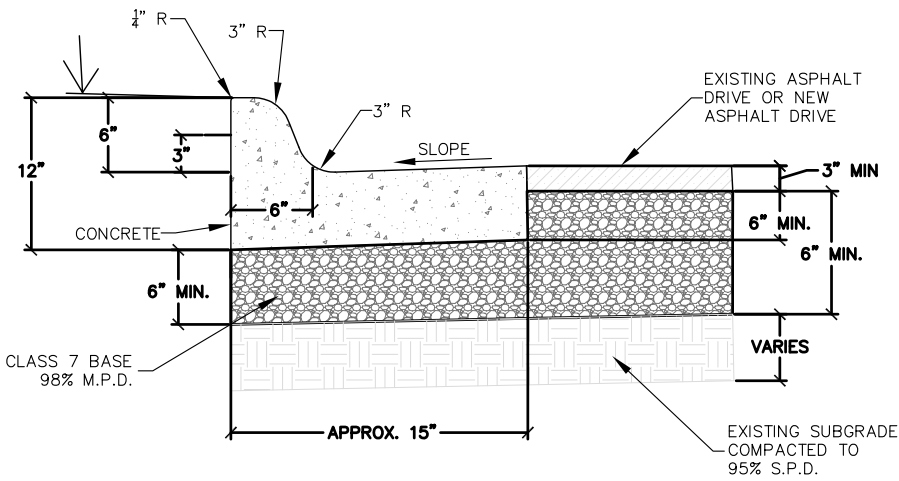
NOTE: LOCATE FENCING AT THE DIRECTION OF THE PROJECT MANAGER.



1
SD1
TREE PROTECTION FENCE
NOT TO SCALE



2
SD1
TREE PROTECTION PLANKING
NOT TO SCALE



CURB & GUTTER NOTES:

1. CLASS 7 BASE SHALL BE COMPACTED TO 98% MODIFIED PROCTOR DENSITY.
2. CONTRACTION JOINTS SHALL BE 1/8" TO 3/8" X 1-1/2" AT 15 FT. INTERVALS. ALL CONTRACTION JOINTS AND COLD JOINTS SHALL BE FILLED WITH JOINT SEALANT TO FINISHED GRADE.
3. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,500 PSI.
4. CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5-1/2 BAGS PER CUBIC YARD WITH 5-1/2% ± 1-1/2% AIR ENTRAINMENT.
5. EXPANSION MATERIAL SHALL BE REQUIRED AT ALL STATIONARY STRUCTURES AND AT ENDS OF CURB RETURNS. THE EXPANSION MATERIAL SHALL BE 1/2" ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M-213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER THAN GRADE.
6. EXPANSION JOINTS SHALL BE FILLED WITH JOINT SEALANT SHAPED TO THE CROSS SECTION OF THE CURB AND CONSTRUCTED AT RIGHT ANGLES WITH THE CURB LINE.
7. FINISH SHALL BE MEDIUM BROOM FINISH.
8. CONCRETE CURING COMPOUND SHALL BE SEALTIGHT 1600-WHITE MANUFACTURED BY W.R. MEADOWS, OR AN APPROVED EQUAL.
9. CONCRETE JOINT SEALANT SHALL BE SONNEBORN "SONOLASTIC SLI" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.

3
SD1
STANDARD 6-INCH CONCRETE CURB
NOT TO SCALE

TREE PLANKING NOTES:

1. INSTALL PLANKING WHERE INDICATED ON THE DRAWINGS OR AT THE DIRECTION OF THE PROJECT MANAGER.
2. PLANKING BOARD MATERIAL SHALL BE UNTREATED PINE OR APPROVED EQUAL.
3. INSTALL PLANKING COMPLETELY AROUND THE TREE. DO NOT PLACE PLANKING BOARDS ON ROOT FLARE OF TREE.
4. DO NOT PIN OR STAKE PLANKS INTO THE GROUND.
5. DO NOT FASTEN PLANKS TO TREES.



SURVEYED BY:
MCCLELLAND ENGRS
DRAWN BY:
KBE
DESIGNED BY:
AJ
FILE NAME:
W) Wilson Park Parking Improvements.dwg

CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS

TITLE:

REVISED

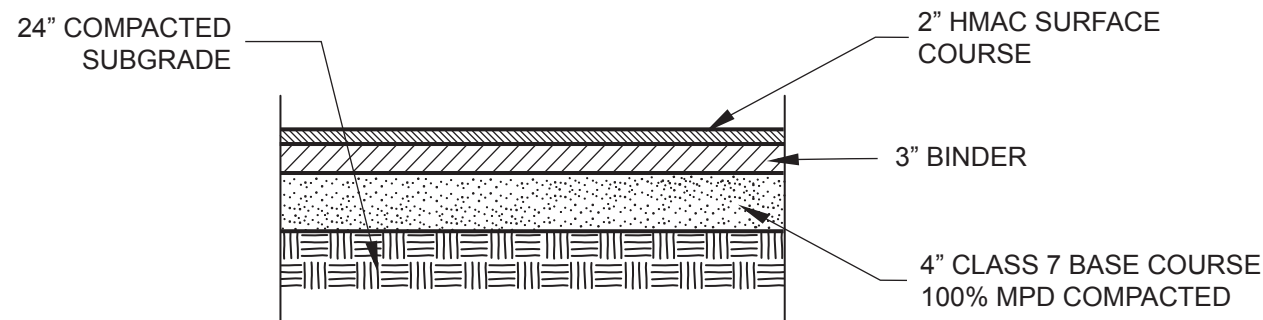
PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
PHONE NO. (479) 444-5971
FAX NO. (479) 581-7714



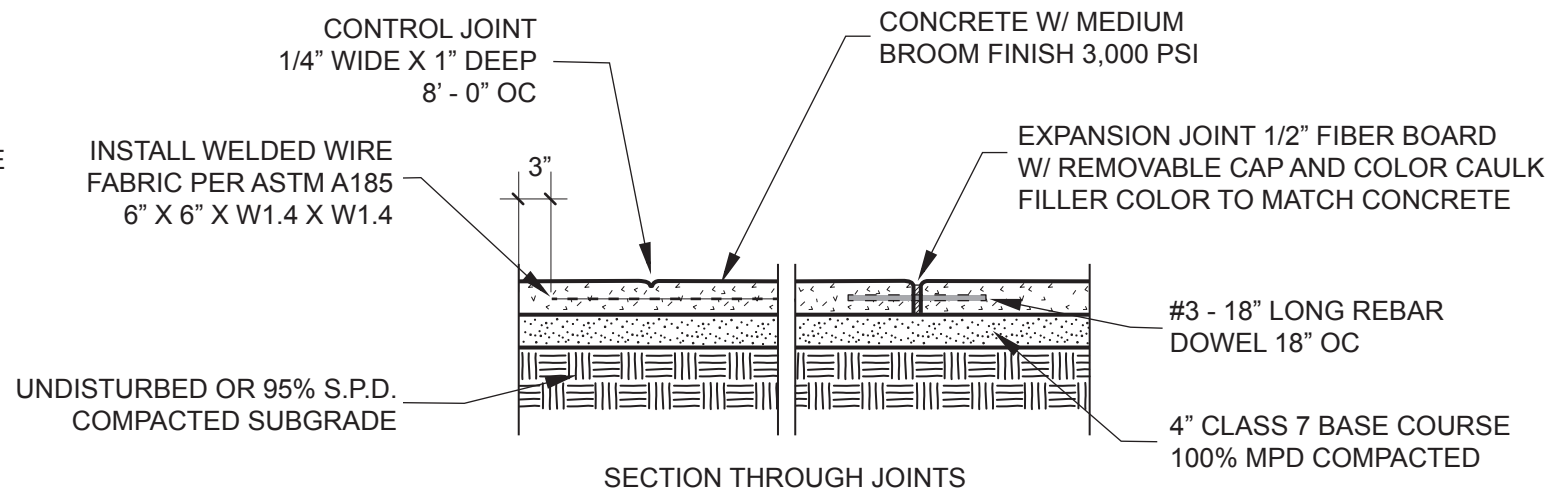
DATE:
August 2016
SHEET:

4

PROJECT:
WILSON PARK PARKING IMPROVEMENTS



1 ENTRY DRIVE ASPHALT PAVING SECTION
SD2 NOT TO SCALE

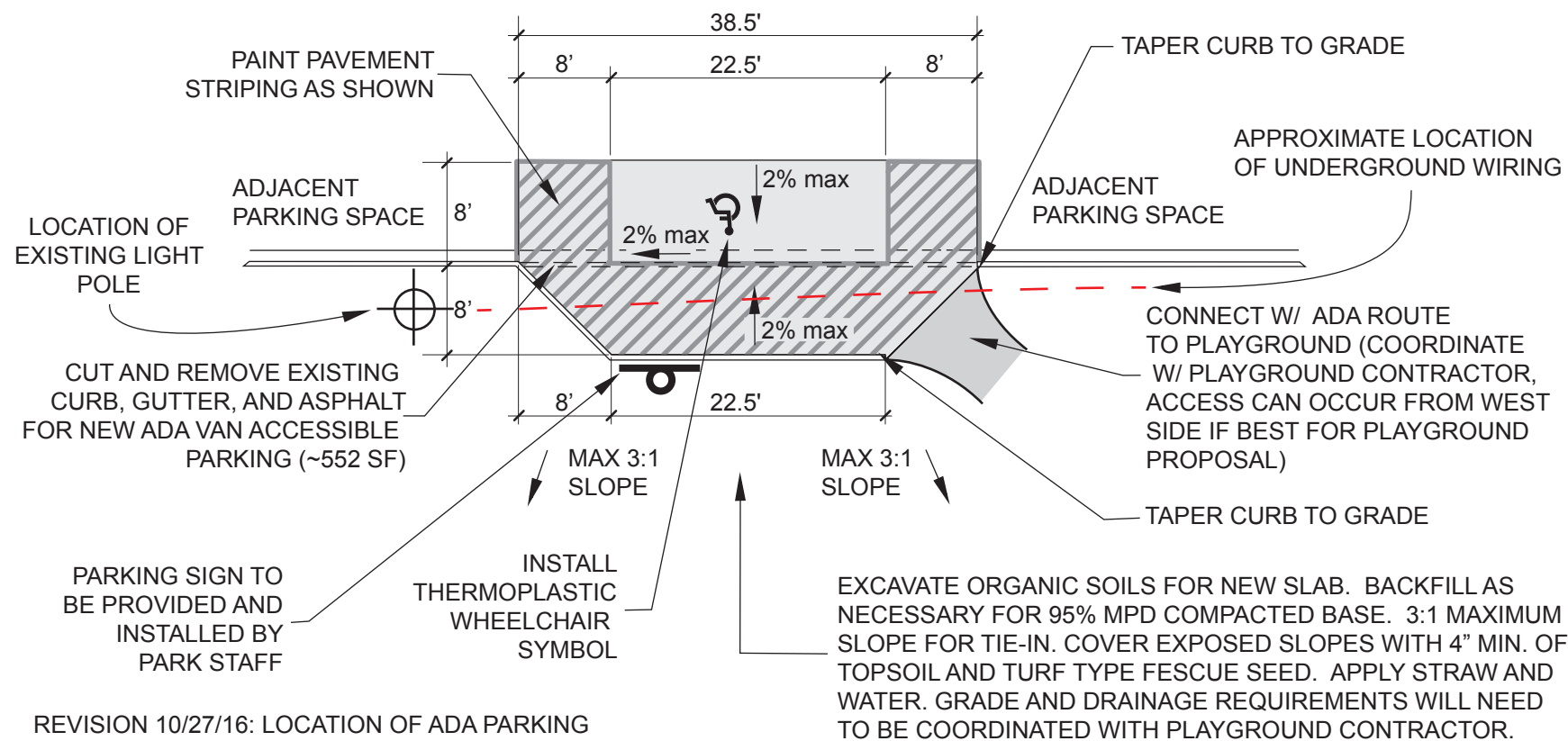


2 4" CONCRETE FLATWORK
SD2 NOT TO SCALE



NOTES ON ADA PARKING SPACE

1. NEW ADA PARKING SPACE WILL EXTEND 8' BEYOND THE EXISTING CURB INTO THE PLAYGROUND AREA.
2. THIS IMPACTED SPACE WILL EXTEND FROM THE LIGHT POLE APPROXIMATELY 45' TO THE EAST, MAKING THIS THE TIE-IN LOCATION FOR ADA ACCESS FROM THE NEW PLAY AREA.
3. TIE-IN LOCATION AND GRADE WILL NEED TO BE COORDINATED BETWEEN THE PARKING IMPRVEMENT CONTRACTOR AND THE PLAYGROUND CONTRACTOR.
4. THE TIE-IN ELEVATION WILL BE AT THE BOTTOM OF CURB IN THE LOCATION STATED ABOVE.



3 VAN-ACCESSIBLE ADA PARKING SPACE
SD2 NOT TO SCALE

CONCRETE WASHOUT NOTES

1. NO WASHING OUT OF CONCRETE TRUCKS OR WASHING OF SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE INTO STORM DRAINS, OPEN DITCHES, STREETS, OR STREAMS IS ALLOWED.
2. EXCESS CONCRETE IS NOT ALLOWED TO BE DUMPED ON-SITE EXCEPT IN DESIGNATED TEMPORARY CONCRETE WASHOUT PIT. ON-SITE TEMPORARY CONCRETE WASHOUT AREAS WILL BE LOCATED AT LEAST 50 FEET FROM STORM DRAINS, OPEN DITCHES, OR WATER BODIES AS DETERMINED IN THE FIELD.
3. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FEET OF THE TEMPORARY CONCRETE WASHOUT FACILITY.
4. TEMPORARY CONCRETE WASHOUT FACILITIES WILL BE CONSTRUCTED AND MAINTAINED IN SUFFICIENT QUANTITY AND SIZE TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
5. WASHOUT FACILITIES WILL BE CLEANED OUT ONCE THE WASHOUT IS 75% FULL.
6. PLASTIC LINING MATERIAL WILL BE MINIMUM OF 10 MIL POLYETHYLENE SHEETING AND WILL BE FREE OF HOLES, TEARS, OR OTHER DEFECTS.
7. WHEN WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR WORK, REMOVE HARDENED CONCRETE AND DIPPOSE OF PROPERLY. REMOVE MATERIALS USED TO CONSTRUCT TEMPORARY CONCRETE WASHOUT FACILITIES FROM THE SITE AND DISPOSE OF PROPERLY.

REVISION 10/27/16: LOCATION OF ADA PARKING WILL BE MOVED SLIGHTLY TO THE EAST TO AVOID IMPACT TO EXISTING LIGHT POLE

SURVEYED BY:
MCCLELLAND ENGRS
DRAWN BY:
KBE
DESIGNED BY:
AJ
FILE NAME:
Wilson Park Parking Improvements.dwg

BID 16-63
CONSTRUCTION OF WILSON PARK
PARKING IMPROVEMENTS
DETAILS SD2

TITLE:

REVISED

PARK PLANNING DIVISION
1455 S. HAPPY HOLLOW ROAD
FAX NO: (479) 321-7714

Fayetteville
ARKANSAS

DATE:
August 2016
SHEET:

5

PROJECT:
WILSON PARK PARKING IMPROVEMENTS

RFP 16-08, Addendum 2



Date: Thursday November 3, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFP 16-08, Wilson Park Playground

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. An AutoCAD file for the park project plans are available upon request to any interested party by contacting Les McGaugh, Purchasing Agent at (479) 575-8220, or lmcgaugh@fayetteville-ar.gov.
2. Interested parties can also download any of the layers from the City's on-line GIS Interactive Maps (<http://www.fayetteville-ar.gov/384/GIS-Interactive-Maps>).

RFP 16-08, Addendum 3



Date: Wednesday November 9, 2016

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFP 16-08, Wilson Park Playground

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. Proposer shall **NOT** include any surfacing or improvements beneath the existing swing area.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0617

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: A. 16

PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):

A RESOLUTION TO APPROVE A MASTER STREET PLAN AMENDMENT TO REMOVE A PORTION OF AN UNNAMED, UNBUILT PROPOSED COLLECTOR STREET FROM PERSIMMON AVENUE TO HOLLAND DRIVE

WHEREAS, the Planning Staff and the Planning Commission have recommended the removal of a portion of an unnamed, unbuilt proposed Collector Street which would have had to cross Owl Creek to connect Persimmon Avenue and Holland Drive.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends the Master Street Plan to remove the portion of an unnamed Collector Street south of Persimmon Avenue as shown on Exhibit A of the Planning Department's memo.

City of Fayetteville Staff Review Form

2016-0617

Legistar File ID

12/20/2016

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

Jeremy Pate

11/29/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PPL 16-5641: Preliminary Plat (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II, 477): Submitted by JORGENSEN & ASSOCIATES, INC. for property located SE OF PERSIMMON & BROYLES. The property is zoned NC, NEIGHBORHOOD CONSERVATION and R-A, RESIDENTIAL AGRICULTURE, containing approximately 28.20 acres. The request is for a Master Street Amendment to remove a planned Collector street from a proposed new subdivision.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF DECEMBER 20, 2016

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: November 29, 2016

SUBJECT: **PPL 16-5641: Preliminary Plat (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II, 477):** Submitted by JORGENSEN & ASSOCIATES, INC. for property located SE OF PERSIMMON & BROYLES. The property is zoned NC, NEIGHBORHOOD CONSERVATION and R-A, RESIDENTIAL AGRICULTURE, containing approximately 28.20 acres. The request is for a Master Street Amendment to remove a planned Collector street from a proposed new subdivision.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an amendment to the Master Street Plan as shown in the attached Exhibit 'A'.

BACKGROUND:

The project is located on the east end of Sloanbrooke Subdivision Phase I, south of the intersection of Persimmon and Broyles. The property being developed is a 28.2 acre area with portions in both NC and R-A zones. The applicant has received Planning Commission approval with conditions to construct phase II of a sub-division with 100 residential lots and one parcel for extending a detention pond. Street connections will be made to Broyles Ave. through Sloanbrooke Phase I. Stub-outs for future streets are proposed at the edges of the proposed subdivision.

MASTER STREET PLAN AMENDMENT:

The applicant proposes an amendment to the Master Street Plan that will remove a planned, unnamed Collector street from Persimmon Street to Holland Drive (see Exhibit 'B').

STAFF DISCUSSION:

Staff is supportive of an amendment to the Master Street Plan for only the section of planned Collector street passing through the current phase of development (see Exhibit 'A'). It is unlikely that another crossing of Owl Creek will occur so close to the new Ruppel Road crossing. The applicant's proposal to amend the planned Collector from Persimmon Street to Holland Drive was found to be unfavorable by staff and Planning Commission (see Exhibit 'B'). Staff believes that the planned Collector south of the proposed development serves a real purpose in connectivity between different parts of Fayetteville. It would not be advisable to proceed with the applicant's full request without seeing a submitted and approved plan that supplements the removed Collector street. Approval of this amendment is a condition of approval for this project and a denial of the amendment will render the conditional approval of this project null and void.

DISCUSSION:

On November 28, 2016 the Planning Commission forwarded the applicant's request with staff's recommendation of Exhibit 'A' to City Council by a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

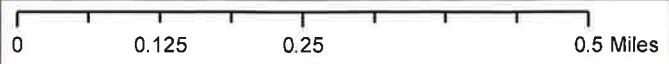
Attachments:

- Exhibit A
- Exhibit B
- Applicant's Request Letter
- Planning Commission Staff Report
- Proposed site plan
- Close up map
- One mile map

PPL 16-5641

One Mile View

EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



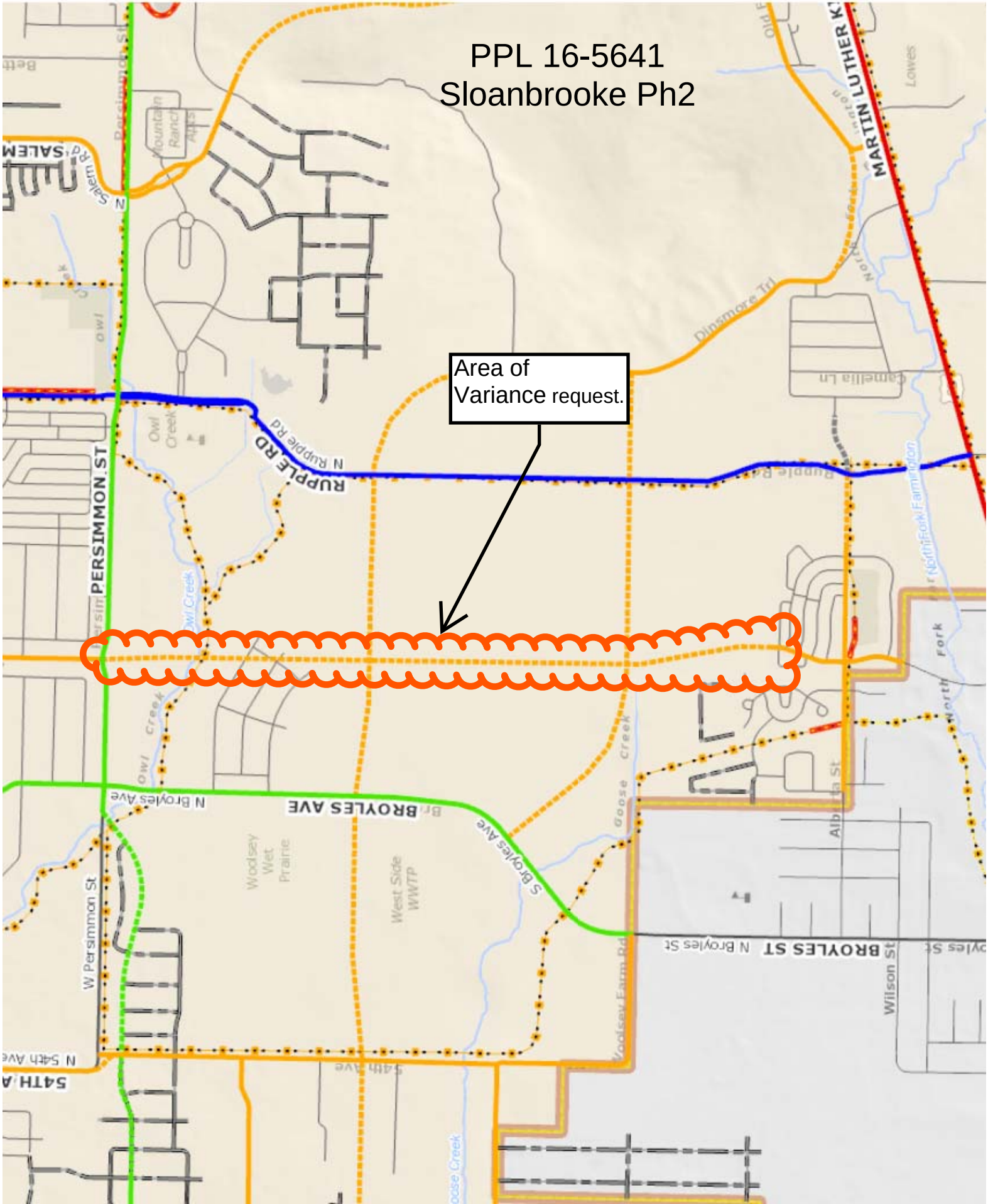
- | | |
|--|--|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5 Residential Agricultural
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three family
RMF-5
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
C-1 Residential Office
C-2
C-3
FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential
INSTITUTIONAL
P-1 |
|--|--|



EXHIBIT 'B'

PPL 16-5641
Sloanbrooke Ph2

Area of
Variance request.





JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

November 22, 2016

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Chair of the Planning Commission
Re: Variance for The Villages of Sloanbrooke Ph 2

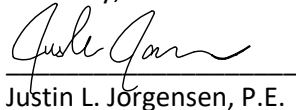
Dear Planning Commission;

This letter is in regards to a variance request for Ph2 of The Villages of Sloanbrooke. Phase 1 was recently finalized so we are now starting work on Phase 2 and it was recognized by staff at the Tech Plat meeting we would need to request the following variances:

1. A variance is being requested to amend the Master Street Plan in this area as shown on the attached exhibit. The request is to remove the north south alignment from Persimmon south to the shown connection to Holland Drive. Due to the layout of the existing phase and many future phases the alignment as shown on the Master Street Plan does not correctly line up as this property is developed. Phase 1 of Sloanbrooke has two connections to Broyles and phase 2 will continue these connections to the east and eventually connect to the recently completed Ruppel Road. Stub outs to the south are provided with phase 1 and are planned for phase 2 for future connectivity to the south.
2. A variance is being requested for the block length for the southern side of Street 3 between Flanagan and street 2. It was measured to be approximately 710' which exceeds the block length by 50'. A variance is also being requested for block length for the portion of the subdivision in the SW from intersection of Croft Drive and Harrogate Lane along the southern side of Croft Drive measures approximately 950'. A new stub out to the south has been added but we are still slightly over the allowable block length of 600' so variance is being requested.

We thank you for your consideration of this proposal and please contact us with any questions.

Sincerely;



Justin L. Jorgensen, P.E.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner
 Corey Granderson, Staff Engineer
 Lee Porter, Urban Forester

MEETING: November 28, 2016 **UPDATED WITH PC RESULTS**

SUBJECT: PPL 16-5641: Preliminary Plat (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II, 477): Submitted by JORGENSEN & ASSOCIATES, INC. for property located SE OF PERSIMMON & BROYLES. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 28.20 acres. The request is for 102 single-family lots.

RECOMMENDATION:
 Staff recommends approval of **PPL 16-5641** with conditions.

BACKGROUND:

Site Description: The project is located on the east end of Sloanbrooke Subdivision Phase I, south of the intersection of Persimmon and Broyles. The property being developed is a 28.2 acre area with portions in both NC and R-A zones. The surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped/Owl Creek	R-A, Residential Agriculture
South	Undeveloped	NC, Neighborhood Conservation
East	Undeveloped/Owl Creek	NC, Neighborhood Conservation, R-A, Residential Agriculture, CS, Community Services
West	Sloanbrooke Subdivision Ph1	NC, Neighborhood Conservation

Proposal: The applicant proposes a sub-division with 102 residential lots and one parcel for extending a detention pond. Street connections will be made to Broyles Ave. through Sloanbrooke Ph I. Stub-outs for future streets are proposed at the edges of the proposed subdivision.

Right-of-way to be dedicated: The applicant has proposed the Local Street section (50-foot right-of-way) throughout the development, which is typical where future through street connections are provided. One Residential Street section (43-foot right-of-way) is proposed and will be used internally to the subdivision for connectivity purposes.

Water and Sewer System: Public water and sewer lines will need to be extended through the development. Waterlines will need to extend 2,100 linear feet and connect with the water system to the east along the new Ruppel Road.

Parks: On August 3, 2015 the Parks Recreation and Advisory Board reviewed this proposal as part of PPL 15-5183 and recommended accepting parkland in an area as shown in a concept map for that project. This parkland is on the south side of Owl Creek and this parkland dedication will be in addition to and a continuation of the 2.23 acres dedicated in Phase I.

Access Management/Connectivity: The subject development anticipates future development to east and south with future street stub-outs, and proposes connecting to the existing Sloanbrooke Subdivision Ph I to the west. The proposed subdivision meets the access management and connectivity requirements, with the exception of two block lengths that exceed the allowed 660-foot maximum.

Street Improvements: Staff is not recommending any street improvements as Broyles Avenue was improved with earlier phases of this development.

Public Comment: No comments have been received.

RECOMMENDATION: Staff recommend approval of PPL 16-5641 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of appropriate street connectivity and two variances for block length. *The applicant has provided many stub-outs along the edge of this proposal, however the applicant has asked for a variance on block length (UDC Section 166.08.E) for one of the blocks. The southern side of Street 3 between Flanagan Lane and Street 2 is approximately 770 feet, exceeding the allowable block length by 110 feet. Due to the high internal connectivity of this subdivision, staff is in support of a variance for this block.*

Upon further review of project connectivity, staff has noted on the attached plans where the block length is further exceeded elsewhere in the proposal. The portion of this subdivision in the south-west from the intersection of Croft Drive and Harrogate Lane along the southern side of Croft Drive measures approximately 950'. Staff is not in support of a variance for this block length as it diminishes connectivity with future development and could be easily remedied with a stub-out. Staff recommends a stub-out to the south-west in between Flanagan and Street 2 to allow for future street connection consistent with City policy on connectivity. A stub out at the end of Street 2 would exceed the block length and require a variance, which staff could support.

Subdivision Committee agreed with staff's recommendation on both variances.

2. Planning Commission recommendation of a Master Street Plan amendment. *The applicant has requested an amendment to the Master Street Plan to remove a planned Collector street that is proposed to pass through this development. Staff is supportive of an amendment to the Master Street Plan for only the section of planned Collector street passing through the proposed development, as it is unlikely with Owl Creek that there will*

be a connection to the north (see attached exhibit showing the proposed amendment). Furthermore, both Broyles to the west and Ruppel to the east will provide ample connectivity to this area. This amendment will need to be recommended by the Planning Commission to City Council. Approval of this amendment is a condition of approval for this project and a denial of the amendment will render the conditional approval of this project null and void.

Subdivision Committee agreed with staff's recommendation.

3. Planning Commission determination of parkland dedication or payment of fees in lieu. *On May 2, 2016 the Parks Recreation and Advisory Board reviewed this project and recommended accepting parkland dedication. The applicant must show previous dedicated parkland and this proposed area to be deeded on proposed overall Cross Keys plat map as a condition of approval. This park land must be deeded to the city prior to acceptance of Phase II Final Plat. Please submit deed to City Land Agents for review prior to recording at the Washington County Courthouse. The applicant should provide Park Staff a copy of the recorded deed prior to plat signing. The actual amount of acreage for Sloanbrooke Phase II will be determined by the actual number of units and the parks fee formula at Planning Commission approval of the Preliminary Plat.*

Subdivision Committee agreed with staff's recommendation.

4. Portions of lots that are partly zoned R-A must have that zoning district's setbacks. Please update the setbacks table to include R-A requirements and change the setbacks for portions of lots where R-A exists.
5. Lots 11, 12, and 13 must either conform to R-A zoning district requirements for land area, density, and setbacks or be removed from the plat.
6. Fire Department: For roads 20 to 26 feet in width, fire lane signs as specified in D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide. In addition signs must meet spacing requirements of AFPC 2012 503.3. For roads more than 26 feet in width, fire lane signs as specified in D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide and less than 32 feet wide. In addition signs must meet spacing requirements of AFPC 2012 503.3. Fire is also requiring one additional fire hydrant be placed as outlined in their redlines.
7. Right-of-way to be dedicated in the amount of 50 feet and 43 feet for the new internal streets and indicated on the plat.
8. Prior to final plat the property line adjustment or lot split to create the legal lot for this subdivision shall be completed and filed of record.
9. The applicant must show a waterline extension from this subdivision to waterlines along Ruppel Road (approximately 2,100 linear feet of waterline). This is a requirement from both Utilities and Engineering.
10. All lots less than 50 feet in width and narrower are subject to UDC Section 164.23, Small Lot Design Standards.
11. Future street extension signs shall be installed at all street stub-outs prior to final plat.

12. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
13. Conditions of approval from Fire, Engineering, Urban Forestry, and Parks Department are included in the official conditions of approval, attached hereto.

Standard conditions of approval:

14. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
15. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
16. Preliminary Plat approval shall be valid for one calendar year.

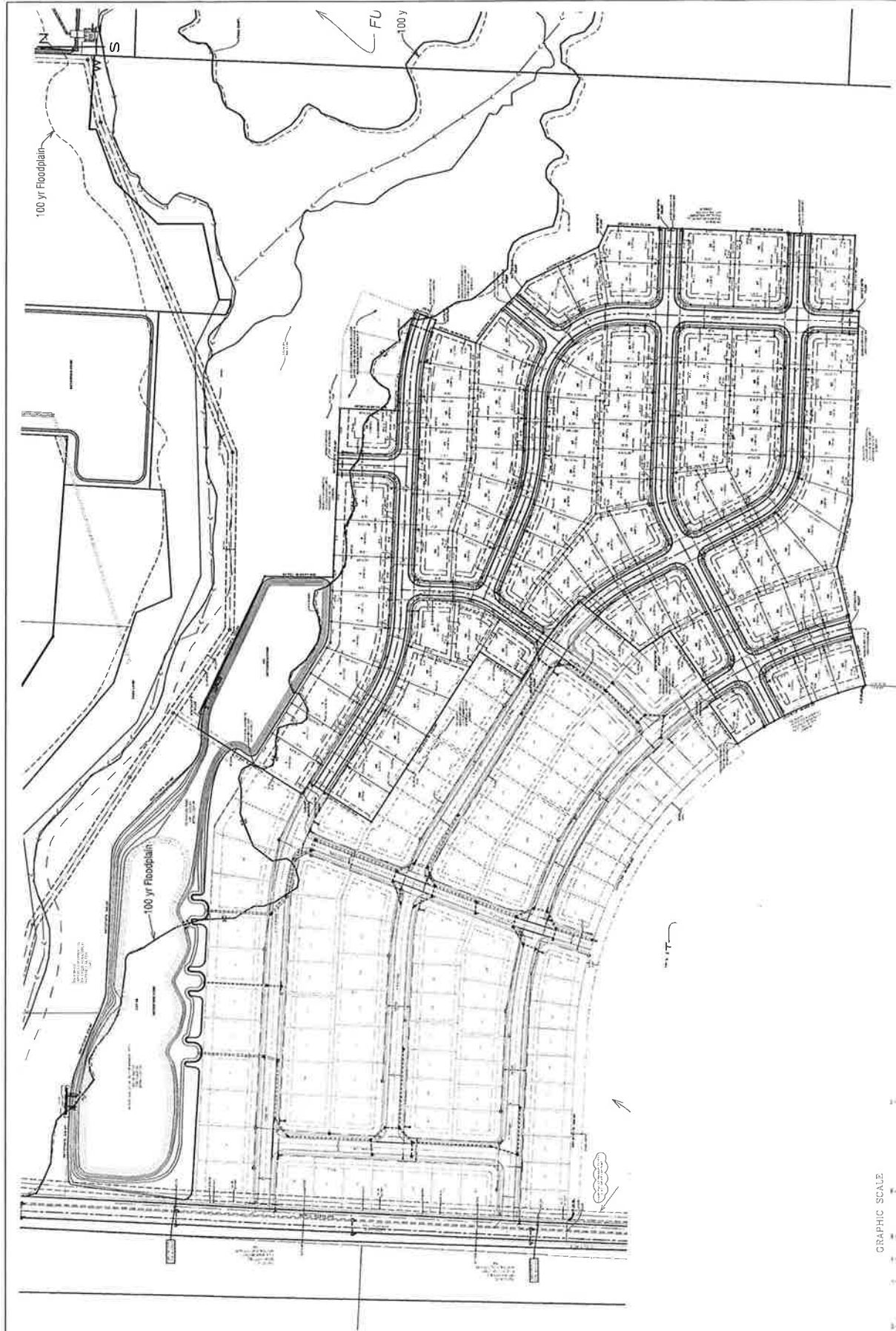
Planning Commission Action: ☒ Approved ☐ Forwarded ☐ Denied	
Meeting Date: <u>November 28, 2016</u>	
Motion: Autry	Motion to approve with all conditions (Condition 2: MSP amendment to move forward to City Council)
Second: Selby	
Vote: 9-0-0	Motion passed

BUDGET/STAFF IMPACT:

None

Attachments:

- Planning Department redlines
- City Engineering Division comments
- Urban Forestry comments
- Fire Department comments
- Parks Department comments
- Applicant's letter
- Applicant's variance/amendment request letter
- Overall Site Plan
- Close up Map
- One Mile Map

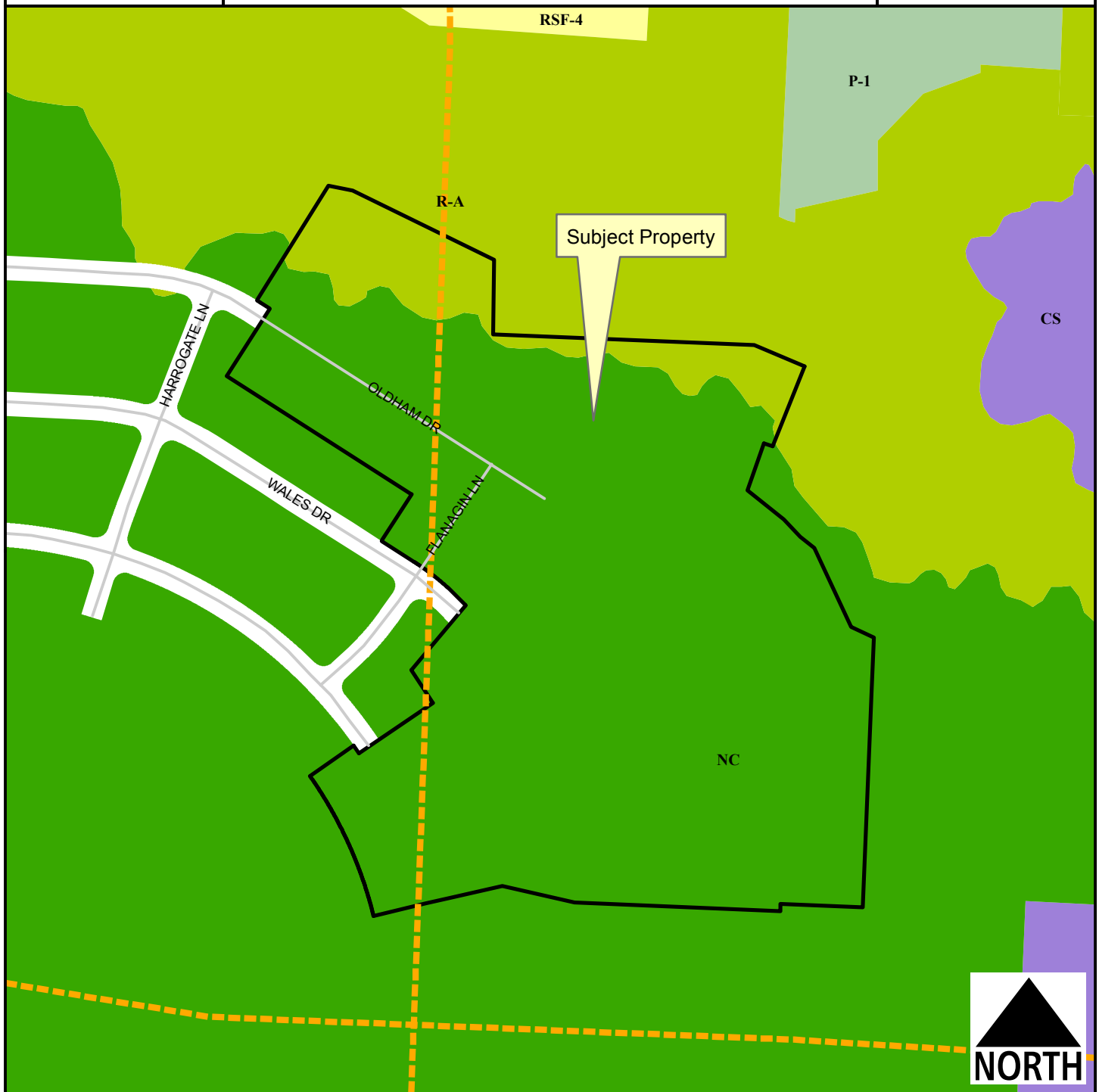


 JORGENSEN & ASSOCIATES 10000 N. 10th Street, Suite 100 Omaha, NE 68131 Phone: (402) 426-1000 Fax: (402) 426-1001 Email: info@jorgensen-associates.com Website: www.jorgensen-associates.com	PROJECT TITLE PRELIMINARY PLAT OVERALL WATER RIGHTS	
	PROJECT LOCATION BLAINDROCK PHASE 2 THE VILLAGE OF BLAINDROCK, ARKANSAS	
DESIGNER JORGENSEN & ASSOCIATES 10000 N. 10th Street, Suite 100 Omaha, NE 68131 Phone: (402) 426-1000 Fax: (402) 426-1001 Email: info@jorgensen-associates.com Website: www.jorgensen-associates.com		

PPL 16-5641

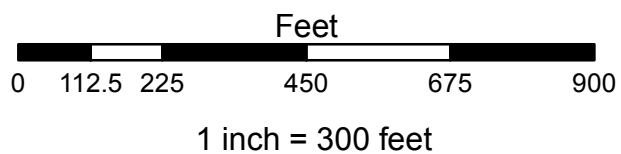
SLOANBROOKE SD PH. II

Close Up View



Legend

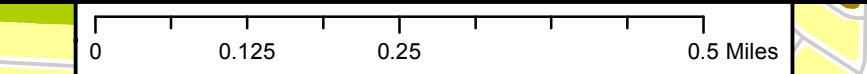
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- Residential-Agricultural
- RSF-4
- Community Services
- Neighborhood Conservation
- P-1

PPL 16-5641
<i>One Mile View</i>

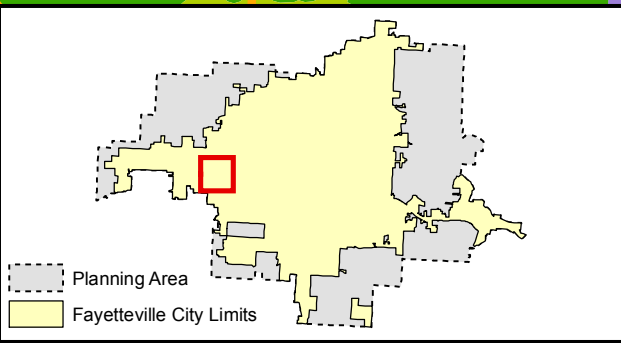
SLOANBROOKE SD PH. II



Legend

-  Planning Area
-  Fayetteville City Limits
-  Shared Use Paved Trail
-  Trail (Proposed)
-  Building Footprint

- ## 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 Offices
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0610

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 17

COMPENSATION FOR ELECTED OFFICIALS:

A RESOLUTION TO ALLOW THE CITY ATTORNEY AS ALL OTHER CITY EMPLOYEES WHO HAVE ATTAINED THEIR TOP SALARY RANGE TO RECEIVE A ONE TIME SERVICE AWARD

WHEREAS, all City employees were eligible to receive a salary increase in 2016 unless they were already at the top of their salary range; and

WHEREAS, all City employees who were at the top of their salary range in 2016 were eligible to receive a one-time service award in lieu of a salary increase; and

WHEREAS, all City elected officials except the City Attorney are eligible and will receive a salary increase in January of 2017 based primarily upon the average merit employees' raise in 2016; and

WHEREAS, the City Attorney may not receive a one-time service award similar in percentage as the salary increases for the Mayor, City Clerk-Treasurer and City Council without the express approval of the City Council.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that to treat the City Attorney similarly to all topped out regular City employees and to every elected official, the City Attorney should be entitled to receive a one-time service award to take the place of the normal January salary increase called for in § 31.45(G)(3).

City of Fayetteville Staff Review Form

2016-0610

Legistar File ID

12/20/2016

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

Don Marr

11/28/2016

Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the payment of a one time service award to any elected official who is topped out within their salary range.

Budget Impact:

1010.021.0210-51XX.XX

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 329,000.00

Funds Obligated \$ -

Current Balance \$ 329,000.00

Does item have a cost? Yes

Item Cost \$ 4,074.47

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 324,925.53

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor Lioneld Jordan and City Council Members
THRU: Mayor Jordan
FROM: Don Marr, Chief of Staff
DATE: December 20, 2016
SUBJECT: Compensation for Elected Officials

PROPOSAL:

Listed below are sections of City Code which govern the salaries of elected officials. The ordinances require Council approve to pay elected officials anything above the maximum of the salary range. For the last three years during the salary implementation for City employees, those who were topped out in their salary range received a one-time, discretionary service award approved by City Council as part of the salary implementation. This one-time payment did not increase their base pay, but rewarded our most senior employees for their dedicated service and contributions to the City's performance.

The elected officials' pay is determined each January and is driven by the ordinance language listed below.

31.30 - Office of City Clerk-Treasurer

(E) *Salary.*

- (1) The salary for a newly elected or appointed City Clerk-Treasurer shall be the same as the salary was for the outgoing City Clerk-Treasurer.
- (2) Upon re-election to the same position, the official shall retain their existing pay level.
- (3) Annually at the first payroll period coincident with or first following January 1st, a pay adjustment will be made equal to the average percentage pay increase granted to regular full-time non civil service city employees during the previous calendar year.
- (4) Cumulative annual pay increases over time may not cause the salary level to exceed the salary range for the position without City Council approval.

31.45 - City Attorney; Legal Department

(G) Salary.

(1) The salary for a newly elected or appointed City Attorney shall be the same as the salary was for the outgoing City Attorney.

(2) Upon re-election to the same position, the official shall retain their existing pay level.

(3) Annually at the first payroll period coincident with or first following January 1st, a pay adjustment will be made equal to the average percentage pay increase granted to regular full-time non civil service city employees during the previous calendar year.

(4) Cumulative annual pay increases over time may not cause the salary level to exceed the salary range for the position without City Council approval.

RECOMMENDATION:

It is recommended that any elected official who is topped out receives a one-time service award if all other City staff has received such an award, provided it is approved by the City Council. Only the City Clerk and City Attorney have a cap on the salary level. The pay for the Mayor and Aldermen do not have a restricted cap as outlined below. To be impartial to all City officials and officers, it is recommended that any elected official at the top of the wage range should be paid the calculated amount as a one-time payment, only if approved by the City Council.

31.16 - Aldermen, Compensation (No Cap)

(A) Compensation for each Alderman shall be in the amount of \$1,042.00 per month without regular city benefits, except that Aldermen may elect to participate in the city health insurance plan as a separate defined class.

(B) The amount in subsection (A) shall be automatically changed annually in January in a percentage amount equal to the percentage change, if any, in the compensation of the Mayor. This automatic change may be waived by the City Council upon adoption of an appropriate resolution.

31.17 - Mayor's Compensation (No Cap)

Compensation for the Mayor shall be as follows:

(A) The base salary shall be set at a level that is 5% greater than the average of the salaries of each chief and the department directors reporting to the Mayor.

(B) The salary shall be adjusted one (1) time per year, as provided above, at the payroll period coincidental with or following January 1st. The Mayor may waive for himself or herself this salary adjustment by filing such written waiver with the City Clerk no later than January 3rd of the affected year.

(C) Termination and replacement of an employee in the positions designated above is not cause for a pay increase or decrease at the time of such action.

(D) A newly elected Mayor shall make an irrevocable election in writing during his or her first two (2) months in office whether or not to be paid an annual automobile allowance of \$5,000.00 in equal monthly installments during the Mayor's term of office. If a Mayor does not make such election in writing, the automobile allowance shall not be paid during the Mayor's term of office.

BUDGET/STAFF IMPACT:

The cost to the City would be the average percentage pay increase granted to regular full-time non-civil service city employees during the previous calendar year. For 2017, this would be a 3.52% increase for any elected official who is topped out.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0445

Agenda Date: 12/20/2016

Version: 1

Status: Tabled

In Control: City Council Meeting

File Type: Resolution

Agenda Number: B. 1

APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:

A RESOLUTION TO GRANT THE APPEAL OF TIM BRISIEL OF LEGACY VENTURES AND TO APPROVE LARGE SCALE DEVELOPMENT 16-5488 MACEY DRIVE TOWNHOMES

WHEREAS, Tim Brisiel of Legacy Ventures presented his proposed Large Scale Development 16-6488, Macey Drive Townhomes to the Planning Department; and

WHEREAS, this Large Scale Development proposed was reviewed by the Planning Department after consultations with the Engineering Division, Fire Department, Recycling and Trash Division, and others; and

WHEREAS, the Planning Department determined that Large Scale Development 16-5488 Macey Drive Townhomes complied with all applicable development regulations in the Unified Development Code and would not create or compound a dangerous traffic condition and therefor recommended its approval by the Planning Commission; and

WHEREAS, a majority of the Planning Commission denied the Large Scale Development arguing the design of the Pine Valley Subdivision's street network would create a dangerous traffic condition if more traffic from this development was allowed to access those streets which were the only feasible access to Mount Comfort Road.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of Tim Brisiel of Legacy Ventures and approves Large Scale Development 16-5488, Macey Drive Townhomes as compliant with all of the Unified Development Code's requirements. This approval is subject to the conditions of approval recommended by the Planning Department.

September 19, 2016

City Clerk's Office
113 West Mountain Street
Fayetteville, AR 72701

RE: Appeal of LSD 16-5488 The Macey Drive Townhomes

To Whom It May Concern,

Please accept this letter as a formal request to appeal the Planning Commission's decision to deny LSD 16-5488 The Macey Drive Townhomes. I respectfully request this project be placed on the City Council's agenda for the next available date.

Our justification for the appeals is as follows:

1. We have complied with every ordinance, statute, and law necessary to develop property in the City of Fayetteville. Our intended use is aligned with the City's long term plan for the property evidenced by the existing RMF-24 zoning condition.
2. All City of Fayetteville departments involved in this project have recommended it for approval (engineering, planning, fire, solid waste, etc.) and see no issues.
3. The Planning Commission denied the project based on subjective analysis and the assumption that a possible traffic safety issue existed within the Pine Valley Subdivision. There is no conclusive evidence that any traffic safety issues exist.
4. The newly completed intersection at Shiloh Drive and Mount Comfort will safely and easily control traffic entering and leaving this area. The intersection was designed and built with additional capacity to handle increased traffic counts related to new rooftops being built in this part of town.

Based on the above information, we feel strongly that our property rights are being unjustly hindered by denial of this proposed development. Again, we have received approval from all departments within the City of Fayetteville and have met or exceeded any and all ordinances governing development of this property.

I hope you will agree with our position and allow The Macey Drive Townhomes to be heard in front of the City Council.

We believe this development is a positive addition to the City of Fayetteville and hope that the City Council will agree. Together we will leave our *Legacy* one *Venture* at a time.

Sincerely,



Tim Brisiel





CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 4, 2016

TO: Mayor, Fayetteville City Council
THRU: Andrew Garner, Planning Director
FROM: Harry Davis, Planner
DATE: September 16, 2016

SUBJECT: **LSD 16-5488: Large Scale Development (2900 BLOCK OF MT. COMFORT RD./MACEY DR. TOWNHOMES, 363):** Submitted by SWOPE CONSULTING for properties located in the 2900 BLOCK OF MT. COMFORT RD. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – TWENTY-FOUR (24) UNITS PER ACRE and RSF-4, RESIDENTIAL SINGLE-FAMILY – FOUR (4) UNITS PER ACRE, containing approximately 6.51 acres. The request is for 11 new structures with 57 multi-family units and associated parking.

RECOMMENDATION:

The City Planning staff recommend approval with conditions of a proposed multi-family development in the 2900 block of Mount Comfort Road as requested by the applicant and as shown in the attached Exhibits 'A' and 'B'. Planning Commission has denied the proposal based on traffic safety. The applicant has appealed this decision to City Council.

BACKGROUND:

The subject property is an undeveloped portion of land south of a tributary to Hamestring Creek and north of Pine Valley Subdivision. The property on which the proposed Large Scale Development is located is a 6.51 acre flag lot off Mount Comfort Rd. The development will be accessed from Macey Dr. through Pine Valley Subdivision.

Request: The proposal is to develop eleven new residential structures with 57 multi-family units and associated parking. As part of the project, the applicant will be extending Macey Dr. approximately 150 feet into the site to provide street frontage for the development.

Public Comments: At the August 11, 2016 Subdivision Committee, members of the public spoke that are concerned about the density in this project and the likely increase in traffic on Mount Comfort Rd. Subdivision Committee forwarded this project to Planning Commission in order to let the full commission discuss traffic impacts as a result of this development.

At the September 12, 2016 Planning Commission meeting, a member of the public spoke in favor of the development upon understanding that the project would not front directly onto Mount Comfort Rd. The citizen then stated that more traffic in Pine Valley would slow down car speeds.

DISCUSSION:

This project was tabled at the August 22, 2016 Planning Commission to allow the applicant to modify architectural elevations and for staff to use traffic accident data and analysis to determine if this project will compound or create a traffic hazard.

Upon reviewing data for the intersection of Mount Comfort and Shiloh in comparison to other similar intersections across Fayetteville, Planning and Engineering staff find that this new development will not compound or create a dangerous traffic hazard (see attached data spreadsheets). Accident data in Fayetteville is based on proximity to intersections. For example, although there were 5 accidents near the corner of Mount Comfort and Shiloh in 2014, those accidents may have happened along Mt. Comfort going east or west. They may also have taken place north of said intersection. It is not conclusive that accidents originate from traffic generated in the direction of Pine Valley.

Staff also reviewed accident data within the Pine Valley Subdivision in order to assess conditions within the neighborhood (see attached data spreadsheets) and have made the same conclusions. This proposed project will not compound or create a dangerous traffic hazard. Planning staff have collectively toured this neighborhood and developed an opinion that the winding and topographically-varying nature of Wildwood Dr., W. Glen Meadow, and W. Marigold Dr. would contribute to traffic calming. This would be to the benefit of both current residents and future drivers seeking to go from the proposed development to Shiloh Dr.

Planning and Engineering staff would like to further address concerns related to making the developer cross the creek to the north and connect with Mount Comfort Rd. by stating that the connection would not be reasonable. The cost to cross the creek and connect would be economically infeasible for a project of this size. Bridging the creek and building nearly a fifth of a mile of roadway, even at the bare minimum of streets without storm drains and curbs, would not be a reasonable requirement for 57 new dwelling units. Many potential users of that connection would still need to use the Mount Comfort and Shiloh intersection, thereby not substantially diverting traffic away from the perceived issue in question.

On September 12, 2016, the Planning Commission heard the proposed project for a second time with the new traffic analysis information. Commissioners generally had the same concerns and attempted to table the project to allow the applicant more time for additional information. The motion to table failed with 3-5-0. A motion was made to approve the project, which also failed with 3-5-0.

CONDITIONS OF APPROVAL:

1. Planning Commission approval of compliance with the Urban Residential Design Standards. *Subdivision Committee gave no recommendation on this issue. Staff finds that, with the revisions provided by the project architect, the 11 proposed multi-family buildings provide enough variation between building types. UDC Section 166.23(D)(2) requires that no building type may be repeated more than three times in a development. Staff finds that the applicant's proposal gives adequate variation between building types.*
2. Planning Commission approval of parkland dedication or payment of fees in lieu. *Subdivision Committee made no recommendation on this issue. On June 29, 2016 the Parks and Advisory Board reviewed this project and recommended accepting money in lieu of land dedication to satisfy the park land dedication ordinance, Parks fees in the*

amount of \$31,920 for 57 new residential units are due prior to signing the final plat. Final fees will be assessed dependent on the total number of units actually constructed.

3. Planning Commission approval of street improvements. *Subdivision Committee gave no recommendation on this issue. Staff recommends that this project extend Macy Drive into the site approximately 150 feet into the site as proposed on the submitted site plans.*
4. Right-of-way dedication is required in the amount of 50 feet in width for the extension of Macy Drive into the site. Right-of-way dedication is not required along Mount Comfort Road as adequate street frontage exists along this road.
5. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto.
6. Revisions shall be made prior to construction as outlined in the attached redline and department commentary documents.

STANDARD CONDITIONS OF APPROVAL:

7. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
8. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, and Cox Communications).
9. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
10. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
11. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
12. Large scale development shall be valid for one calendar year
13. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
14. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. Exterior lighting package must be provided to the Planning Division.

- c. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - d. Separate easement plat for this project that shall include tree preservation areas.
 - e. Project Disk with all final revisions.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.
 - g. Completion of an easement plat.
-

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report
- Draft September 12, 2016 Planning Commission minutes

Close Up View



-
- Feet
- 0 112.5 225 450 675 900
- 1 inch = 300 feet

-  RSF-4
 RT-12 Residential Two and Three-family
 RMF-24
 P-1

EXHIBIT 'B'

REVISED TRACT "B" SURVEY DESCRIPTION

A PART THE WEST 1/2 OF THE NW 1/4 OF THE SE1/4 OF SECTION 06, TOWNSHIP 16 NORTH, RANGE 30 WEST, CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT LOCATED ON THE MOUNT COMFORT RD SOUTH RIGHT OF WAY LINE BEING S02°11'26"W 38.52 FEET AND S87°15'56"E 70 FEET FROM THE NORTHWEST CORNER OF THE NW1/4 OF THE SE1/4 OF SAID SECTION 6; THENCE ALONG SAID RIGHT -OF- WAY S87°15'56"E 252.92 FEET TO A 1/2" REBAR; THENCE LEAVING SAID RIGHT -OF- WAY AND RUNNING S03°19'25"W 255.16 FEET TO A 1/2" REBAR; THENCE S85°23'52"E 209.48 FEET TO A 1/2" REBAR; THENCE N03°19'25"E 261.99 FEET TO A 1/2" REBAR LOCATED ON THE MOUNT COMFORT RD SOUTH RIGHT OF WAY LINE; THENCE S87°15'56"E 137.46 FEET ALONG SAID RIGHT -OF- WAY TO A 1/2" REBAR LOCATED ON THE EAST LINE OF SAID 20 ACRE TRACT; THENCE S02°53'02"W 950.19 FEET ALONG SAID EAST LINE TO A 1/2" REBAR; THENCE LEAVING SAID EAST LINE AND RUNNING N87°21'57"W 593.87 FEET TO A 1/2" REBAR; THENCE N02°31'33"E 951.24 FEET TO THE POINT OF BEGINNING; CONTAINING 11.78 ACRES, MORE OR LESS.

SUBJECT TO THE CITY OF FAYETTEVILLE UTILITY EASEMENT FILED IN BOOK 888 AT PAGE 897, THAT RUNS EAST TO WEST THROUGH THE CENTER OF SAID PROPERTY, A CITY OF FAYETTEVILLE UTILITY AND DRAINAGE EASEMENT FILED IN BOOK 2005 AT PAGE 26510 THAT RUNS PARTIALLY ALONG THE EAST LINE, A FIFTEEN FOOT WIDE UTILITY EASEMENT SOUTH OF AND CONTIGUOUS TO THE MOUNT COMFORT RD SOUTH RIGHT OF WAY LINE THAT RUNS ALONG THE NORTH LINE (BOOK 2009,PAGE 10904), AND ANY OTHER RIGHTS-OF-WAY, EASEMENTS, COVENANTS OR RESTRICTIONS OF RECORD OR FACT.

CITY OF FAYETTEVILLE, ARKANSAS

LARGE SCALE DEVELOPMENT

FOR STAFF USE ONLY

LSD FEE: \$200.00 - \$800.00
Sign FEE: \$5.00 per sign
Tech Plat Resubmittal FEE: \$200/resubmittal
Tree Preservation FEE: \$120.00

Date Application Submitted:
 Date Accepted as Complete:
 Project Number:
 Public Hearing Date:

S-T-R:
 PP#:
 Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request. *Your application will not be placed on the Planning Commission agenda until this information is furnished.*

APPLICATION:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Tim Brisiel

E-mail: tim@legacyventuresnwa.com

Address: Legacy Ventures
PO Box 8216

Phone: 479-790-3315

Fax:

Site Address / Location: 765-13627-000

Current Zoning District: RSF-4/RMF-24

Date of Preliminary Plat: N/A

Assessor's Parcel Number(s) for property: 765-13627-000

Total Acreage: 6.76

Number of Lots: 1

Number of Dwelling Units: 58

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Legacy Ventures

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 approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Tim Brisler Date: 6/15/2016

Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, letter from each property owner must be provided indicating that the agent is authorized to act on her/his behalf.)

Name (printed): Debbie Cawood Address: 4124 Front Porch View Fayetteville
Signature: Debbie Cawood

Date: 6-14-16 Phone: 479 530-0474

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____

LSD Checklist:

Attach the following items to this application:

- | | | | |
|-----|--|--|--------------|
| (1) | Payment in full of applicable fees for processing the application: | | |
| | LSD | | |
| | Non-Residential | Non-residential (5000 square feet or less) | \$400.00 |
| | | Non-residential (More than 5000 square feet) | \$800.00 |
| | Residential | Residential (10 residential units or less) | \$200.00 |
| | | Residential (25 residential units or less) | \$400.00 |
| | | Residential (More than 25 residential units) | \$800.00 |
| | Technical Plat Resubmittal (tabled items only) | | \$200.00 per |
| | Tree Preservation | | \$120.00 |
| | Public Notification Sign Fee (per sign) | | \$5.00 |
- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal. Variances from requirements of the Unified Development Code will be reviewed and processed in accordance with the procedures set forth therein. Please indicate in the letter to staff if any variances are sought and if so, justification for the request. Most variances require a Planning Commission decision.
- (3) 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.
- (4) A copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements (residential projects only).

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 approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): _____ Date: _____

Signature: _____

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Name (printed): Debbie Cawood Address: 4124 Front Porch View
 Signature: Debbie Cawood Fayetteville

Date: 6-14-16 Phone: (479) 530-0474

Name (printed): JACK HENRIST Address: 2901 Mt Comfort
 Signature: Jack Henrist FAYETTEVILLE

Date: 6-23-16 Phone: 479-442-7025

LSD Checklist:

Attach the following items to this application:

- | | | | |
|-----|---|--|--------------|
| (1) | Payment in full of applicable fees for processing the application: | | |
| | LSD | | |
| | Non-Residential | Non-residential (5000 square feet or less) | \$400.00 |
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Name (printed): Dan F. Henke Address: 543 N. Tournament Dr
 Signature: [Signature] Fayetteville, AR 72704
 Date: 6-23-16 Phone: 479-595-2577

Name (printed): Marsha Wood Address: 2499 N. Center St.
 Signature: Marsha Wood Fayetteville, AR 72701
 Date: 6-24-16 Phone: 479-443-3801

LSD Checklist:

Attach the following items to this application:

- | | |
|-----|---|
| (1) | Payment in full of applicable fees for processing the application: |
| | LSD |
| | Non-Residential |
| | Non-residential (5000 square feet or less) \$400.00 |
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PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner
Jonathan Ely, Staff Engineer
John Scott, Urban Forester

MEETING: September 12, 2016 **UPDATED WITH PC RESULTS**

SUBJECT: **LSD 16-5488: Large Scale Development (2900 BLOCK OF MT. COMFORT RD./MACEY DR. TOWNHOMES, 363):** Submitted SWOPE CONSULTING for properties located in the 2900 BLOCK OF MT. COMFORT RD. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY – TWENTY-FOUR (24) UNITS PER ACRE and RSF-4, RESIDENTIAL SINGLE-FAMILY – FOUR (4) UNITS PER ACRE, containing approximately 6.51 acres. The request is for 11 new structures with 57 multi-family units and associated parking.

RECOMMENDATION:

Staff recommends approval of **LSD 16-5488** based on findings contained herein.

AUGUST 22nd DISCUSSION AND RESPONSE:

This project was tabled at the August 22, 2016 Planning Commission to allow the applicant to modify architectural elevations and for staff to use traffic accident data and analysis to determine if this project will compound or create a traffic hazard.

Upon reviewing data for the intersection of Mount Comfort and Shiloh in comparison to other similar intersections across Fayetteville, Planning and Engineering staff find that this new development will not compound or create a dangerous traffic hazard (see attached data spreadsheets). Accident data in Fayetteville is based on proximity to intersections. For example, although there were 5 accidents near the corner of Mount Comfort and Shiloh in 2014, those accidents may have happened along Mt. Comfort going east or west. They may also have taken place north of said intersection. It is not conclusive that accidents originate from traffic generated in the direction of Pine Valley.

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Planning and Engineering staff would like to further address concerns related to making the developer cross the creek to the north and connect with Mount Comfort Rd. by stating that the connection would not be reasonable. The cost to cross the creek and connect would be

economically infeasible for a project of this size. Bridging the creek and building nearly a fifth of a mile of roadway, even at the bare minimum of streets without storm drains and curbs, would not be a reasonable requirement for 57 new dwelling units. Many potential users of that connection would still need to use the Mount Comfort and Shiloh intersection, thereby not substantially diverting traffic away from the perceived issue in question.

BACKGROUND:

The subject property is an undeveloped portion of land south of a tributary to Hamestring Creek and north of Pine Valley Subdivision.

The property on which the proposed Large Scale Development is located is a 6.51 acre flag lot off Mount Comfort Rd. The development will be accessed from Macey Dr. through Pine Valley Subdivision. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Undeveloped, Single-Family Homes	RSF-4, Residential Single-Family – 4 units per acre
South	Pine Valley Subdivision	RMF-24, Residential Multi-Family, 24 units per acre
East	Pine Valley Subdivision	RMF-24, Residential Multi-Family, 24 units per acre
West	Undeveloped, Single-Family Homes	RSF-4, Residential Single-Family – 4 units per acre

Proposal: The proposal is to develop eleven new residential structures with 57 multi-family units and associated parking. As part of the project, the applicant will be extending Macey Dr. approximately 150 feet into the site to provide street frontage for the development.

INFRASTRUCTURE:

Water and Sewer System: The site has access to public water and public sewer.

Adjacent streets and right-of-way: This parcel currently has frontage onto Mount Comfort Rd., but the development will extend Macey Dr. from the south to create frontage and access. Adequate right-of-way exists on Mount Comfort Rd. and the extended Macey Dr. is to be dedicated as a public street, with 50 feet of right-of-way.

Street Improvements: Mount Comfort Rd. is fully improved. The Macey Dr. extension will be fully improved and meets Master Street Plan requirements. The applicant shall construct new street lights at a spacing of no less than 300 feet between lights.

Tree Preservation:

Canopy minimum requirement: 20%

Existing canopy: 63.4%

Preserved canopy: 24.6%

Mitigation required: 1,800 Sq. Ft. (Eight 2-inch caliper trees planted on-site)

Access Management/Connectivity: Access to the site will be provided through an extension of Macey Dr. from the south with a curb cut off this extension. The proposed street design and curb cut meet the access management requirements for curb cut separation. The applicant is not proposing connectivity to nearby properties within the development. The extended Macey Dr. will

dead-end at the back of a parcel, which will allow for a future extension to the west across the creek to the north, if desired.

Public Comments: At the August 11, 2016 Subdivision Committee, members of the public spoke that are concerned about the density in this project and the likely increase in traffic on Mount Comfort Rd. Subdivision Committee forwarded this project to Planning Commission in order to let the full commission discuss traffic impacts as a result of this development.

approving

RECOMMENDATION: Staff recommends ~~forwarding~~ LSD 16-5488 with the following conditions of approval:

Conditions of Approval:

1. Planning Commission approval of compliance with the Urban Residential Design Standards. *Subdivision Committee gave no recommendation on this issue. Staff finds that, with the revisions provided by the project architect, the 11 proposed multi-family buildings provide enough variation between building types. UDC Section 166.23(D)(2) requires that no building type may be repeated more than three times in a development. Staff finds that the applicant's proposal gives adequate variation between building types.*
2. Planning Commission approval of parkland dedication or payment of fees in lieu. *Subdivision Committee made no recommendation on this issue. On June 29, 2016 the Parks and Advisory Board reviewed this project and recommended accepting money in lieu of land dedication to satisfy the park land dedication ordinance, Parks fees in the amount of \$31,920 for 57 new residential units are due prior to signing the final plat. Final fees will be assessed dependent on the total number of units actually constructed.*
3. Planning Commission approval of street improvements. *Subdivision Committee gave no recommendation on this issue. Staff recommends that this project extend Macy Drive into the site approximately 150 feet into the site as proposed on the submitted site plans.*
4. Right-of-way dedication is required in the amount of 50 feet in width for the extension of Macy Drive into the site. Right-of-way dedication is not required along Mount Comfort Road as adequate street frontage exists along this road.
5. Conditions of approval from Engineering and Urban Forestry are included in the official conditions of approval, attached hereto.
6. Revisions shall be made prior to construction as outlined in the attached redline and department commentary documents.

Standard conditions of approval:

7. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
8. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, and Cox Communications).

9. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
 10. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
 11. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
 12. Large scale development shall be valid for one calendar year
 13. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
 14. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. Exterior lighting package must be provided to the Planning Division.
 - c. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - d. Separate easement plat for this project that shall include tree preservation areas.
 - e. Project Disk with all final revisions.
 - f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.
 - g. Completion of an easement plat.
-

Planning Commission Action: ☐ Approved ☒ Denied ☐ Tabled	
Meeting Date: <u>September 12, 2016</u>	MOTION TO APPROVE
Motion: Brown	Motion: Autry, Second: Hoskins
Second: Autry	3-5-0
Vote: 3-5-0	MOTION FAILS, PROJECT DENIED

BUDGET/STAFF IMPACT:

None.

Attachments:

- City Attorney memo
- Planning Division comments
- Engineering Division comments
- Urban Forestry Division comments
- Parks Division comments
- Addressing comments
- Accident data
- Applicant's request letter
- Site Plans
- Elevations
- Close Up Map
- One Mile Map

Site Plan Notes:

- 1. North arrow indicates magnetic north.
- 2. All dimensions are in feet unless otherwise noted.
- 3. All dimensions are in feet unless otherwise noted.
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- 12. All dimensions are in feet unless otherwise noted.

PROPERTY INFORMATION

PROPOSED SITE AREA: 204,465 S.F. OR 4.74 ACRES
PROPOSED DEDICATED ROW: 10,877 S.F. OR 0.25 ACRES
NET SITE AREA: 193,588 S.F. OR 4.49 ACRES
ZONING: RMF/24.2.0 ACRES RSF: 4.176 ACRES

Public Street Information:

Street/Character:	Local/Other:
Main Drive	Local/Other
Local ROW	27'
ROW to ROW / Parallel Parking	30'
Shoulder	5'

SITE INFORMATION	SQ FT	AC	% OF SITE TOTAL
SITE AREA LESS DEDICATED RIGHT-OF-WAY	263,587 S.F.	6.07 ACRES	100%
STREET PAVED AREA	33,569 S.F.	0.77 ACRES	
SIDEWALK AREA	4,417 S.F.	0.10 ACRES	
BUILDING & DRIVEWAY AREA	59,000 S.F.	1.35 ACRES	
TOTAL HARDSCAPE AREA	137,000 S.F.	3.14 ACRES	48.4%
SOFTSCAPE AREA	146,587 S.F.	3.37 ACRES	51.6%

PARING INFORMATION

REQUIRED PARKING SPACES PER PERSON	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
REQUIRED ADA ACCESSIBLE SPACES	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
REQUIRED BIKE RACKS 100 UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
REQUIRED SCOOTER 145 UNITS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100



Date: August 8, 2016

Planning Commission Staff Memo

To: Harry Davis, Planner

From: Jonathan Ely
Development and Construction Manager
Engineering Division

Re: Plat Review Comments

Development: LSD 16-5488 Macy Dr. Townhomes

Engineer: Swope Consulting

Plan Comments:

1. On street parking showing on the west side of Macy Drive, will not be striped as shown. Removing striping from site plan.
2. Show all adjacent topographic information within 100 feet of the property boundary. This should include buildings, driveways, sidewalks, streets, fences, utilities, landscaping, etc...
3. A portion of the property is located within the floodplain, so an elevation certificate will likely be required, unless pad elevation is shown to be in excess of 10 feet above the BFE. Coordinate with Alan Pugh for further information.

Drainage Comments:

1. Site Design Credit for Vegetated Channel does not meet the minimum criteria as proposed on the drawings. In order to obtain this credit, the criteria listed in section 4.3.2.3 of the Drainage Criteria Manual must be met. Otherwise, the water quality calculations will need to be adjusted to accommodate the full water quality volume.
2. Post Developed Drainage Map must show the contributing area to the Vegetated Channel, and bioretention area.
3. Runoff Curve Numbers and time of concentrations calculations for each basin must conform to tables and guidelines established in Chapter 3 of the Drainage Criteria Manual. There are discrepancies in the drainage report that must be corrected prior to engineering approval of the project.
4. There is a small section of new impervious area shown in Post Developed Area B. This area must meet minimum standard #1, or provide justification for why it is not feasible to capture and treat this area for water quality.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense

3. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.
4. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
5. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.
7. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
8. The Engineer of Record shall:
 - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
9. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
10. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
11. Prior to **Project Acceptance** (Final Plat, Certificate of Occupancy, or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.
 - ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
 - iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.

1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
- iv. Adequate verification survey to confirm accuracy of drainage report.
- v. As-builts should include the following information in a table: Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements; 50% of water & sewer infrastructure.
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements(Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...
- q. Bond, guarantee, or letter of credit for all sidewalks not constructed prior to final plat approval (150% of the estimated cost of construction);
- r. Cross Sections, contours, spot elevations, and Certification that the site has been graded per the approved MRLGP within the right of way, drainage easements, and utility easements.

Lafayetteville Landscape Notes

1. Construction shall use the best quality materials and workmanship available.
2. The landscape architect shall be responsible for obtaining all necessary permits.
3. All plants shall be healthy, vigorous and free of pests and diseases.
4. The landscape architect shall select plants that are suitable for the site conditions, including soil, climate, and maintenance requirements.
5. All plants shall be installed in accordance with the specifications and standards of the Lafayetteville Planning Department.
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PLANT SCHEDULE

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Proposed Features:

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Know what's below
Call before you dig

GRAPHIC SCALE

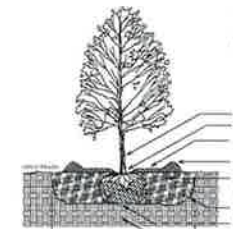
1 inch = 30 feet

Notes:

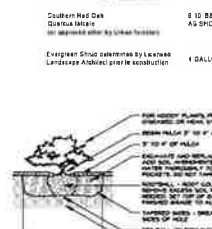
See Cover Sheet for Abbreviation List



THIS DRAWING IS PRELIMINARY - NOT FOR CONSTRUCTION - UNLESS ABOVE SEAL HEREON ACKNOWLEDGES THE CANCELLATION OF THIS DISCLAIMER BELOW



Tree Planting Detail



PROPOSED LANDSCAPE PLAN

Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Parking Areas	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4

Street Tree Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4

Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Number of ADA Spaces	1	2	3	4
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Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4

Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
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Number of ADA Spaces	1	2	3	4

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Number of ADA Spaces	1	2	3	4
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Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
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Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4

Landscaping Requirements	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces	Number of ADA Spaces
Number of ADA Spaces	1	2	3	4
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Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4
Number of ADA Spaces	1	2	3	4

DATE	NO.	DATE	NO.

Large Scale Development of
MACEY DR. TOWNHOMES
Development for
Legacy Ventures NWA CO Tim Bimel
PO Box 8216
Fayetteville, AR 72712
Ph. 479-408-4081

SWOPE CONSULTING
Professional Engineer
No. 17426
State of Arkansas
Fayetteville, AR 72712
Ph. 479-408-4081

Project No. 16-205
Date 8/9/2016
Scale 1"=30'
Sheet 1 of 1
LANDSCAPE PLAN
C1.1



TREE PRESERVATION AND PROTECTION – Chapter 167

To: Tim Brisiel, Legacy Ventures NWA

From: John Scott, Urban Forestry

CC: Jonathan Curth, Senior Planner

Date: August 15, 2016

Subject: LSD 16-5488: NE of Marigold Dr. and Macey Dr. | Macey Dr. Townhomes | Planning Commission

Requirements Submitted:

N	Initial Review with the Urban Forester
NA	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (justification is needed)
Y	Complete Tree Preservation Plan Submitted
Y	Tree Mitigation Table on Plans
NA	Tree Preservation Wavier Submitted (only use if no trees onsite or near P/L)

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	226,512	100%
Zoning Designation * Select Below with drop down arrow		
RMF-24 Multi-Family Residential-Twenty-Four Units Per Acre	45,302	20%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	45,302	20.0%
Existing Tree Canopy * Minus Right of Way and Easements	143,603	63.4%
Tree Canopy Preserved	55,765	24.6%
Tree Canopy Removed *On Site	87,838	38.8%
Tree Canopy Removed *Off Site	1,800	
Tree Canopy Removed Total	89,638	39.6%
Removed Below Minimum	0	
Mitigation Requirements	1,800	

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easements

Tree Canopy Mitigation: 8 trees will be required for mitigation. Staff has determined the best location for the mitigation trees to offset the impact of the development is on the north side of the parking lot as shown on the landscape plan. 167.04 I 7

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
1800 ft2	High Priority	218	8
0	Mid Priority	290	0
	Low Priority	436	0
Total Mitigation			8

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation			
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation			

Mitigation Type Requested:

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

NA = not applicable

Yes = submitted by applicant

I = incomplete

No = required by City Code but not included on submitted plan

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Y	Y	Y	5 year aerial check on existing trees
Y	Y	Y	Property Boundary
Y	Y	Y	Natural Features 100ft beyond property line shown
Y	Y	Y	Existing Topography with slopes $\leq 15\%$ highlighted
N	Y	Y	Soils
Y	Y	Y	Significant Tree(s): 24", 18" and 8" DBH
Y	Y	Y	Table listing Sig. Trees with species, size, health, priority.
Y	Y	Y	Grouping of Trees: all other trees that do not meet significant requirements.
Y	Y	Y	Table listing Grouped Trees with average species, size, health, priority
Y	Y	Y	All existing utilities
Y	Y	Y	All perennial and intermittent streams with approximate center line
Y	Y	Y	Floodplains/Floodways
Y	Y	Y	Existing street, sidewalk or bike path ROW
NA	Na	Na	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
-----------	----	----	---------------------------------

NA	N/A	N/A	Detail Design Approaches used to minimize damage to OR removal of existing canopy
NA	N/A	N/A	Justification for removal of individual or groupings of trees/canopy
NA	N/A	N/A	Details providing information on on-site mitigation OR off-site alternatives
NA	N/A	N/A	Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind. Use email from owner/developer that was provided as reference.

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Y	Y	Y	Shows ALL Proposed Site Improvements
Y	Y	Y	Delineates trees/canopy to be preserved and removed
Y	Y	Y	Delineates existing and proposed grading
Y	Y	Y	Depict limits of soil disturbance
N	Y	Y	Detail methods that will be used to protect trees during construction:
N	Y	Y	1. Tree Protection Fencing
NA	N/A	N/A	2. Limits of Root Pruning
N	Y	Y	3. Traffic flow on work site
N	Y	Y	4. Location of material storage
N	Y	Y	5. Location of concrete wash out – move outside of trees to be saved
N	Y	Y	6. Location of construction entrance/exit
Y	Y	Y	Location of ALL existing and new utility/drainage easements

Conditions of Approval:

Urban Forestry recommends approval of the Landscape Plan with the following conditions of approval:

1. Address items above marked "No" and all Redlines provided.
2. Add the following notes:
 - a. Prior to Building Permit approval, an easement plat depicting tree preservation areas must be signed by Urban Forestry.
 - b. Prior to request for final landscape inspection by Urban Forester, Landscape Architect of Record shall inspect site and direct Contractor to make changes to meet approved plans and details. No changes to the approved landscape plan may be made without Urban Forester approval.



LANDSCAPE REGULATIONS – Chapter 177

To: Tim Brisiel, Legacy Ventures NWA

From: John J. Scott, Urban Forestry

CC: Jonathan Curth, Senior Planner

Date: August 15, 2016

Subject: LSD 16-5488: NE of Marigold Dr. and Macey Dr. | Macey Dr. Townhomes | Planning Commission

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
NA	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

N/A = not applicable

Tech Plat	SC	PC	All Landscape Plans
Y	Y	Y	Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
Y	Y	Y	Species of plant material identified (177.03.A.7.d & e)
Y	Y	Y	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Y	Y	Y	Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
Y	Y	Y	Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
N	N	N	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
Y	Y	Y	Planting bed contained by edging (177.03.C.6.f)
Y	Y	Y	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
NA	Na	Na	Wheel stops/ curbs (177.04.B.1)
N	Y	Y	Interior landscaping (177.04.C) Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) <u>OR</u> Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)
Y	Y	Y	Placement of Trees (177.04.C.2) Either side at points of access (entrance/exit)
Y	Y	Y	Perimeter landscaping (177.04.D) Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W. - continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards
Tech Plat	SC	PC	Street Tree Planting Standards (time of F.P. or permit) (177.05)
N	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Y	Y	y	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	Na	Na	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3 a-f)
NA	Na	Na	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
NA	Na	Na	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	Na	Na	Written description of the method for tracking plantings (177.05.A.4.e)
Y	Y	y	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
Y	Y	Y	1 deciduous or evergreen tree/ 3000 square feet
Y	Y	Y	4 large shrubs or small trees (3 gal) / 3000 square feet
Y	Y	Y	6 shrubs or grasses (1 gal) / 3000 square feet
Y	Y	Y	Ground cover unless seed or sod is specified
Y	Y	y	50% of facility planted with grass or grass like plants

Landscape Requirements Table		
8	Mitigation Trees	3-year surety required
5	Street Trees 156/30	3-year surety required
7	Parking Trees (24/12) = Provided	
2	Detention Large Trees	
10	Detention Small Trees / Large Shrubs	

Conditions of Approval:

Urban Forestry recommends approval of the Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Plan must be stamped by a Licensed Landscape Architect.
3. Add the following notes:
 - a. Prior to Building Permit approval, all required landscaping will require a performance bond and a completed Landscape Surety Form for all required landscaping. Submit an itemized landscape estimate for review at time of construction plan review.
 - b. Prior to Certificate of Occupancy, a 3-year Maintenance Plan must be submitted with a 3-year surety (letter of credit, bond or cash) and completed Landscape Surety Form for all required street and mitigation trees.
 - c. Landscape Architect of Record shall inspect site and direct Contractor to make changes to meet approved plans and details prior to Urban Forester Certificate of Occupancy inspection. No changes to the approved landscape plan may be made without Urban Forester approval.



TO: Planning Division
FROM: Ken Eastin, Park Planner II
DATE: August 8, 2016
SUBJECT: Parks & Recreation Technical Plat Review Comments

Meeting Date: Subdivision Committee on August 11, 2016
Item: 16-5488 LSD NE of Marigold Dr. and Macey Dr. (Macey Dr. Townhomes) 363
Park District: NW
Zoned: RSF-4, RMF-24
Billing Name & Address: Tim Brisiel
Legacy Ventures
PO Box 8216
Fayetteville, AR 72701

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.023 acre per unit = _____ acres	_____ @ \$920 per unit = \$ _____
Multi-Family	_____ @ 0.014 acre per unit = _____ acres	57 @ \$560 per unit = <u>\$31,920</u>

COMMENTS:

- On June 6, 2016, PRAB reviewed the project and recommended accepting money in-lieu for 57 multi-family units to satisfy the park land dedication ordinance due to the development's proximity to Salem Park, Gary Hampton Softball Complex, Hamestring and Clabber Creek Trails, and Bryce Davis Community Park.
- Fees in the amount of \$31,920 are due for the proposed 57 multi-family units prior to the issuing of building permits
- Each additional housing unit that is constructed in Fayetteville places an increased demand on the Parks and Recreation system. The money collected as part of this development will be used to fund future park acquisitions and improvements within this park quadrant.
- The actual amount of fees will be determined by the actual number of units and the parks fee formula at the time of Planning Commission approval of the LSD.

Macey Drive Townhomes

APPROVED

By Dainah Gilbert at 12:10 pm, Aug 04, 2016

50 Feet



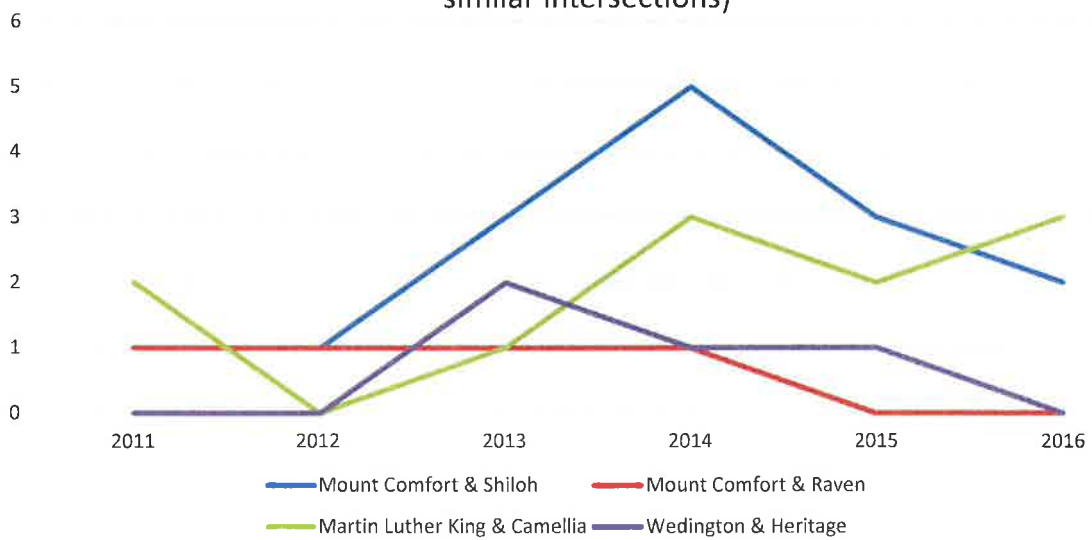
- Preliminary Address
- Street
- Project Area
- County Parcel

Vicinity Map



	Mount Comfort & Shiloh	Mount Comfort & Raven	Martin Luther King & Camellia	Wedington & Heritage
2011	1	1	2	0
2012	1	1	0	0
2013	3	1	1	2
2014	5	1	3	1
2015	3	0	2	1
2016	2	0	3	0

2011-2016 Accident Totals by Year for Mt. Comfort & Shiloh (and similar intersections)



Mount Comfort & Shiloh

ACCIDENT NUMBER	DATE	TIME	STREET NAME	CROSS STREET
201101300	20110723	134700	MOUNT COMFORT	SHILOH
201200411	20120305	74900	MOUNT COMFORT	SHILOH
201301712	20130826	72800	MOUNT COMFORT	SHILOH
201302004	20130918	174800	SHILOH	MOUNT COMFORT
201302232	20131016	125900	MOUNT COMFORT	SHILOH
201400880	20140505	75400	MOUNT COMFORT	SHILOH
201401271	20140624	14900	MOUNT COMFORT	SHILOH
201401418	20140724	162600	MOUNT COMFORT	SHILOH
201402378	20141107	73900	MOUNT COMFORT	SHILOH
201402494	20141117	94500	MOUNT COMFORT	SHILOH
201500249	20150207	172500	MOUNT COMFORT	SHILOH
201500527	20150305	152200	SHILOH	MOUNT COMFORT
201500720	20150330	74800	MOUNT COMFORT	SHILOH
201600123	20160104	151300	MOUNT COMFORT	SHILOH
201601168	20160504	75600	MOUNT COMFORT	SHILOH

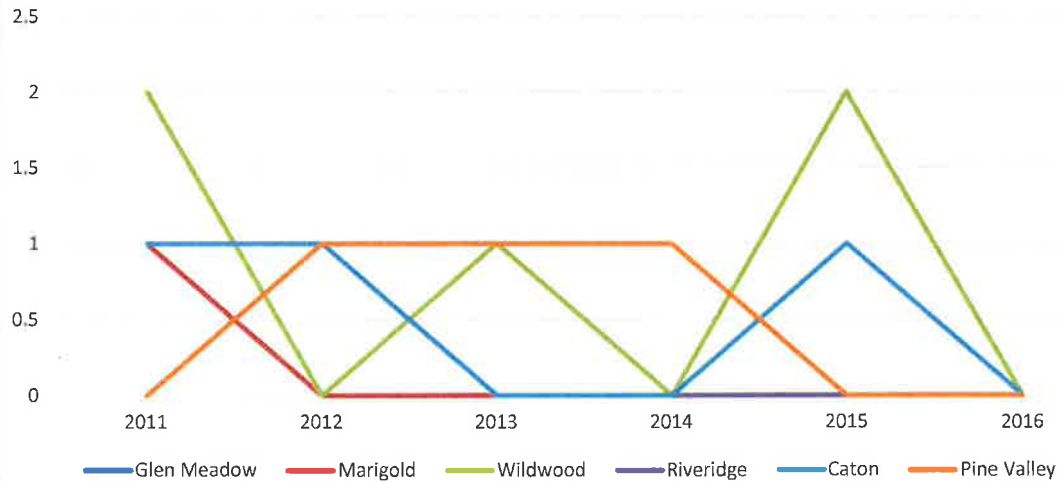
ACCIDENT NUMBER	DATE	TIME	STREET NAME	CROSS STREET
201101894	20111003	75200	MOUNT COMFORT	RAVEN
201202027	20121012	143700	MOUNT COMFORT	RAVEN
201300191	20130201	161500	MOUNT COMFORT	RAVEN
201401856	20140915	75500	MOUNT COMFORT	RAVEN

ACCIDENT NUMBER	DATE	TIME	STREET NAME	CROSS STREET
201101095	20110614	42800	MARTIN LUTHER KING	CAMELLIA
201101564	20110824	181600	MARTIN LUTHER KING	CAMELLIA
201300414	20130301	141800	MARTIN LUTHER KING	CAMELLIA
201400769	20140402	121000	MARTIN LUTHER KING	CAMELLIA
201402066	20141007	180700	MARTIN LUTHER KING	CAMELLIA
201402609	20141203	600	MARTIN LUTHER KING	CAMELLIA
201500708	20150328	201400	MARTIN LUTHER KING	CAMELLIA
201503119	20151211	113100	MARTIN LUTHER KING	CAMELLIA
201600090	20160114	183900	MARTIN LUTHER KING	CAMELLIA
201600679	20160313	195100	MARTIN LUTHER KING	CAMELLIA
201601825	20160715	191800	MARTIN LUTHER KING	CAMELLIA

ACCIDENT NUMBER	DATE	TIME	STREET NAME	CROSS STREET
201302830	20131207	110900	WEDINGTON	HERITAGE
201300907	20130508	112200	HERITAGE	WEDINGTON
201400439	20140304	80000	HERITAGE	WEDINGTON
201502701	20151025	160600	HERITAGE	WEDINGTON

	Glen Meadow	Marigold	Wildwood	Riveridge	Caton	Pine Valley
2011	1	1	2	0	1	0
2012	0	0	0	1	1	1
2013	0	0	1	0	0	1
2014	0	0	0	0	0	1
2015	0	0	2	0	1	0
2016	0	0	0	0	0	0

2011-2016 Accidents Totals by Street per Year (in Pine Valley Subdivision)



GlenMeadow

ACCIDENT NUMBER	DATE	STREET NUMBER	STREET	CROSS STREET
201100819	20110504		GLENMEADOW	MARIGOLD

ACCIDENT NUMBER	DATE	STREET NUMBER	STREET	CROSS STREET
201100440	20110306	2962	MARIGOLD	

ACCIDENT NUMBER	DATE	STREET NUMBER	STREET	CROSS STREET
201100437	20110227		WILDWOOD	N WILDWOOD
201102526	20111221	2852	WILDWOOD	
201300288	20130214		WILDWOOD	RIVERRIDGE
201500202	20150130		WILDWOOD	RIVERRIDGE
201501168	20150518		WILDWOOD	CATON

ACCIDENT NUMBER	DATE	STREET NUMBER	STREET	CROSS STREET
201200885	20120505		RIVERRIDGE	GLENMEADOW

ACCIDENT NUMBER	DATE	STREET NUMBER	STREET	CROSS STREET
201201422	20120722		CATON	
201100408	20110303		CATON	RIVERRIDGE
201501396	20150613		CATON	RIVERRIDGE

06/17/2016

Planning Division
City of Fayetteville
Fayetteville, Arkansas 72701

ATTN: Planning Staff

RE: Macey Street Townhomes

Dear Planning Staff,

Please accept this letter accompanying our Large Scale Development plans for the Macey Drive Townhomes. We have submitted the full set of plans and look forward to working with the City of Fayetteville to transition the plans to reality.

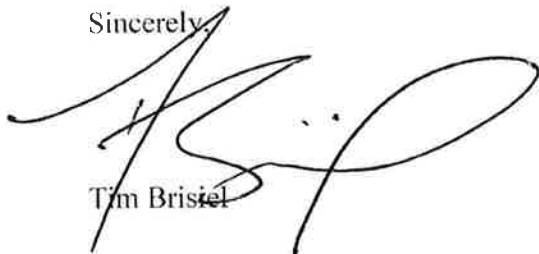
This development consists of 58 townhome units that will each be two bedrooms and two and a half baths and approximately 1300 square feet each. They will be traditional in style and design with the use of variations of James Hardie siding, brick, and stone. The objective is to make each unit look different and have a unique feel.

The topography of the site may be slightly challenging from a developmental standpoint but feel in the end it will add to the uniqueness of the development and make it very attractive for residents.

The development seems to meet or exceed all City of Fayetteville requirements and we are hopeful that we can work through the process together quickly.

We appreciate your time and hope you will give this proposal careful consideration. We are looking forward to completing this subdivision and together leaving our *Legacy* one *Venture* at a time.

Sincerely,



Tim Bristol



NA-01	Which country has the highest unemployment rate?
NA-02	Which country is the largest by population in Europe?
NA-03	Which country has the highest unemployment rate in the world?
NA-04	Which country has the highest unemployment rate in the world?
NA-05	Which country has the highest unemployment rate in the world?
NA-06	Which country has the highest unemployment rate in the world?
NA-07	Which country has the highest unemployment rate in the world?
NA-08	Which country has the highest unemployment rate in the world?
NA-09	Which country has the highest unemployment rate in the world?
NA-10	Which country has the highest unemployment rate in the world?
NA-11	Which country has the highest unemployment rate in the world?
NA-12	Which country has the highest unemployment rate in the world?

Mazda Drive	
Street Classification	Good Value
Total RPO	\$0*
RPO to RPO w/ Parallel Parking	\$0*
Citizenship	0
Subtotal	0

SITE INFORMATION	ACRES	% OF SITE TOTAL
STREET PAVED AREA	23,360 S F OR 0.537 ACRES	
SIDEWALK AREA	4,447 S F OR 0.101 ACRES	
BUILDING & DRIVEWAY AREA	89,600 S F OR 2.077 ACRES	
TOTAL Hardscape AREA	137,407 S F OR 3.14 ACRES	48.4%
SOFTSCAPE AREA	146,581 S F OR 3.37 ACRES	51.6%

GROSS SITE AREA	294.485 6 S F OR 6.78 ACRES
PROPOSED DEDICATED ROW	10.877 56 S F OR 0.25 ACRES
NET SITE AREA	283.587 95 S F OR 6.51 ACRES
ZONING	RMF224 30 Area 23.5178 ACRES

REQUIRED PARKING SPACES 1 PER BEDROOM PROVIDED	11
REQUIRED ADA ACCESSIBLE SPACES PROVIDED	11
REQUIRED BIKE RACKS 1/30 UNITS PROVIDED	3
REQUIRED SCOOTER 125 UNITS PROVIDED	3

FRONT	15 1/2 c
RESIDENTIAL SIDE	9 1/2 c
REAR	15 1/2 c

PMF-14 TRACKING

REAR DRUM BRAKES 20 IN.
REAR SINGLE LAMINATES 10

Feature	Description
	Standard 256 colors palette
	Full background color (over 16 million)
	Dropcap, Long
	Right margin, Word wrap
	Horizontal scrollbar, Zoom
	Language, Windows, A to Z
	Word wrap, Spellcheck, print
	Background graphics, A to Z
	Clipboard, automatic layout

Feature	Drawings
	Property Line
	Right of Way Line
	Street / Drive Centerline
	Curbs And Gutters
	(See Sign Plan For Slope)
	Thickened Edge Of Pavement
	Edge Of Gravel
	Pavement Striping
	Asphalt Pavement (See Detail)
	Sheet For Pavement (Sections)
	Concrete Pavement (See Detail)
	Sheet For Pavement (Sections)
	Concrete Sidewalk
	(See Sign Plan For Dimensions)
	Gate Valve
	Fire Hydrant & Assembly
	Sanitary Sewer Manhole

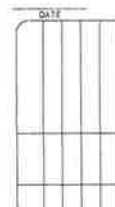


Know what's below
Call before you dig

[illegible]

- ✗ Private driveway intersecting Maury Dr shall reference the A.C.G. Commercial driveway
- ✗ All Street Lights to be placed Directly behind sidewalk
- ✗ Sidewalks adjacent to Maury Dr are 5' in width
- ✗ Sidewalks adjacent to parking lots are 5'
- ✗ Sidewalks to building are 4' wide

- * All new utilities shall be placed underground, and all existing utilities under 12 KV shall be re-located underground.
- * All structural and utility equipment located on the wall surface or on ground shall be secured. All roof-mounted utilities and structural equipment shall be secured by attaching securing system into the structure utilizing methods compatible with the supporting materials. Machinery and utility equipment no 30 inches in height shall meet building setbacks. All other ground-mounted equipment may be secured with tall pipe or brails
- * Each unit/load shall be secured in three sides with materials complementary in and compatible with the principal structure, with access visible from the street. An elevation depicting the materials and load to be secured will be required to be approved by Planning Division
- * All signs by separate permit



ACEY DR. TOWNHOMES
Legacy Ventures NWA C/O Tim Bristol
PO Box 8216
Fayetteville, AR 72712



SWOPE CONSULTING
Global Project Management
 10010 1st Avenue, Suite 100
 Denver, CO 80231
 Phone: 303.751.8800
 Fax: 303.751.8801
 Email: info@swopeconsulting.com
 Website: www.swopeconsulting.com

Plant No.	16-205
Scale	1"=3'

SITE PLAN

C10

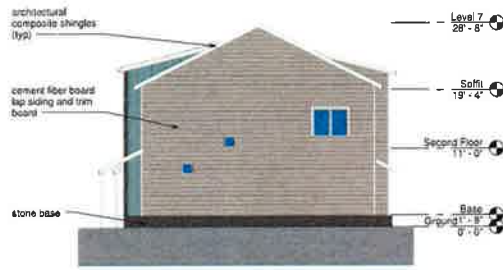
01.0



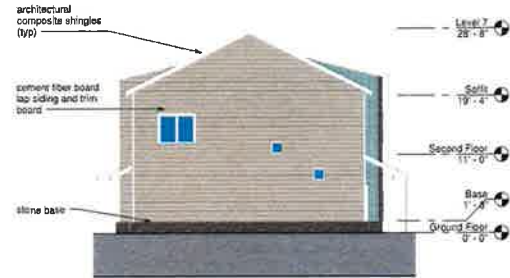
1 North Elevation
1/4" = 1'-0"



2 South Elevation
1/8" = 1'-0"



3 West Elevation
1/8" = 1'-0"



4 East Elevation
1/8" = 1'-0"

8-30-2016

Macey Drive Townhomes

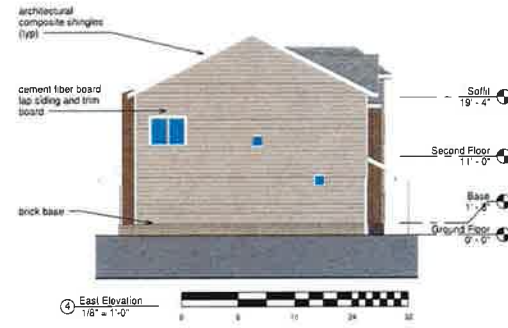
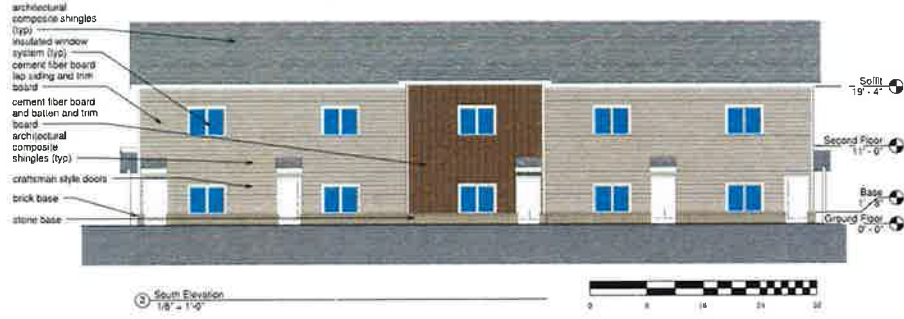
5 Unit Townhouse-Elevation 1

8-30-2016

HENRY ARCHITECTURE
1722N COLLEGE AVE SUITE C • BOX 153
FAYETTEVILLE, AR 72701
PHONE: 479.534.9923 EMAIL: henry@henryarchitecture.com

DESIGNED BY: JH	CHECKED BY: JR
DATE: 8-30-2016	DATE: 8-30-2016
PROJECT: Macey Drive Townhomes	PROJECT: Macey Drive Townhomes
CLIENT: Macey Drive Townhomes	CLIENT: Macey Drive Townhomes
LOCATION: Fayetteville, AR	LOCATION: Fayetteville, AR
SCALE: 1/4" = 1'-0"	SCALE: 1/4" = 1'-0"
16-007	16-007

EL-1



HENRY ARCHITECTURE
1724 N. COLLEGE AVE., SUITE C - BOX 15
MURFREESBORO, TN 37132
PHONE: 478.530.9883 EMAIL: henry@henryarchitecture.com

DATE	16-007
BY	16-007
CHECKED BY	16-007

DRAWN BY: A
CHECKED BY: JH

16-007
Fayetteville, AR

830-2016
Macey Drive Townhomes
5 Unit Townhouse- Elevation 2
830-2016

EL-2



1 North West Elevation
1/8" = 1'-0"



2 South East Elevation
1/8" = 1'-0"



3 East South Elevation
1/8" = 1'-0"



4 West North Elevation
1/8" = 1'-0"

7-19-2016



HENRY ARCHITECTURE
1725 N. COLLEGE AVE. SUITE C BOX 153
FAYETTEVILLE, AR 72701
PHONE: +1 479 558 9633 EMAIL: henry@henryarchitecture.com

DATE	15-JUN-16
BY	CH
CHECKED BY	AS

DRAWN BY: AC
CHECKED BY: AS

15-007

Fayetteville, AR

Macey Drive Townhomes

4 Unit Townhouse-Elevation 1

7-19-2016

EL-3



1 South Elevation
1/4" = 1'-0"



2 North Elevation
1/8" = 1'-0"



3 East Elevation
1/8" = 1'-0"



4 West Elevation
1/8" = 1'-0"

7-19-2016

Macey Drive Townhomes

GARAGE TOWNHOUSE ELEVATIONS-1

7-19-2016

HENRY ARCHITECTURE

1722 N. COLLEGE AVE., SUITE C BOX 159
FAYETTEVILLE, AR 72701-0159
PHONE: 479-530-9893 EMAIL: sherry@henryarchitect.com

DESIGNED BY
DRAWN BY
CHECKED BY



DATE	
BY	
CHECKED	
DATE	

16-007

Fayetteville, AR

EL-4



1 South Elevation
1/4" = 1'-0"



2 North Elevation
1/8" = 1'-0"



3 East Elevation
1/8" = 1'-0"



4 West Elevation
1/8" = 1'-0"



8-30-2016

Macey Drive Townhomes

GARAGE TOWNHOUSE ELEVATIONS-2

8-30-2016

HENRY ARCHITECTURE

1722 N COLLEGE AVE. SUITE C - BOX 153
FAYETTEVILLE, AR 72703
PHONE - 479-530-9693 EMAIL - henry@henryarchitecture.com

DESIGNED BY: H
CHECKED BY: H

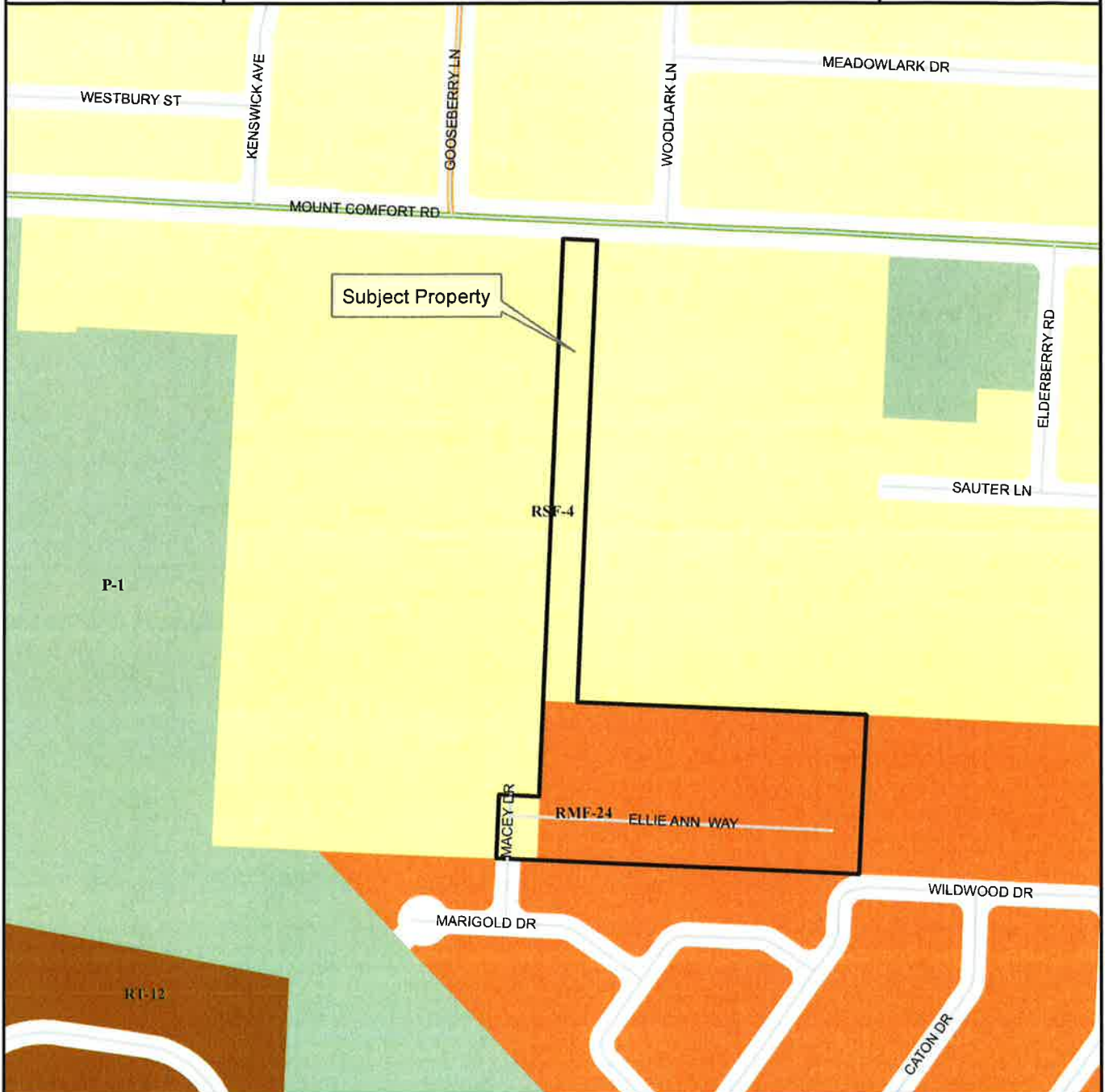


EL-5

LSD 16-5488

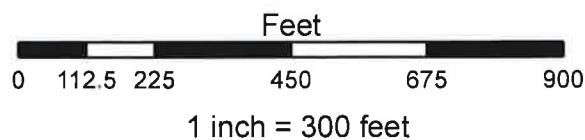
Close Up View

MACEY DR TOWNHOMES

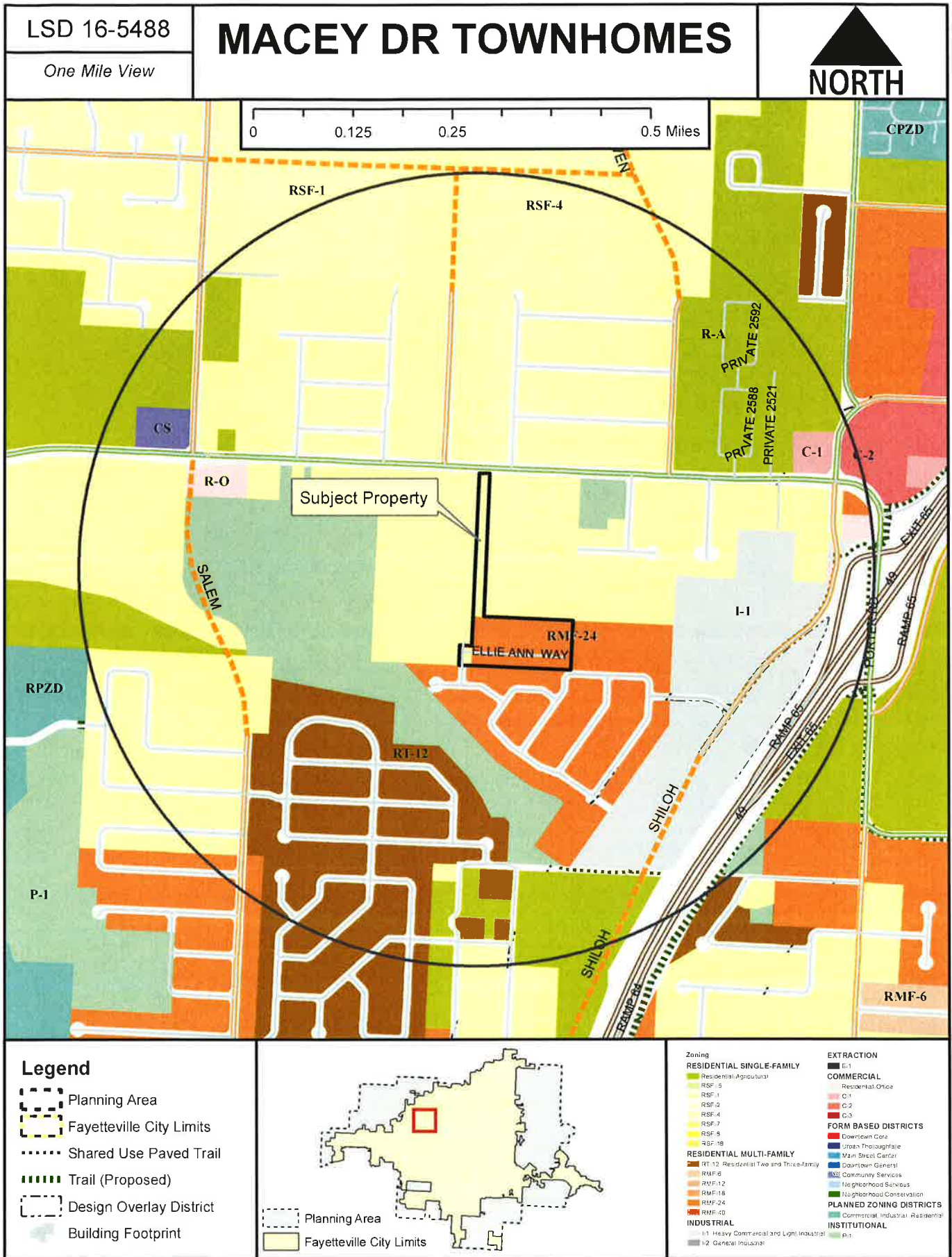


Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



- RSF-4
- RT-12 Residential Two and Three-family
- RMF-24
- P-1





MINUTES

DRAFT MINUTES - Planning Commission

September 12, 2016

5:30 PM

113 W. Mountain, Room 219

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Janet Selby, Ryan Noble, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan.

Call to Order: 5:30 PM, Kyle Cook

In Attendance:

Members: Kyle Cook (Chair), Ron Autry (Vice Chair), Matthew Hoffman (Secretary), Tracy Hoskins, Janet Selby, Tom Brown, Leslie Belden, and Allison Thurmond Quinlan.

Absent: Ryan Noble

Staff: Andrew Garner, Jonathan Curth, Quin Thompson, Harry Davis, Corey Granderson

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the August 22, 2016 meeting.

2. ADM 16-5580: Administrative Item (542 W. DICKSON ST./YANCEY HOG DOGS-1 YR. MOBILE VENDOR, 484): Submitted by CODY YANCEY for property located at 542 W. DICKSON ST. The property is zoned MSC-MAIN STREET CENTER and contains approximately 0.57 acres. The request is for a one year mobile food vendor permit.

3. ADM 16-5564: Administrative Item (1530 GOLF CLUB DR./THE LINKS PZD AMENDMENT, 400): Submitted by HUGH JARRETT for property located at 1530 GOLF CLUB DR. The property is zoned R-PZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 0.40 acres. The request is to amend R-PZD 07-2452 to add a clubhouse and swimming pool.

Motion:

Commissioner Autry made a motion to **approve the consent agenda**. **Commissioner Quinlan** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Old Business:

4. LSD 16-5488: Large Scale Development (2900 BLOCK MT. COMFORT RD./MACEY DR. APTS., 363): Submitted by SWOPE CONSULTING, INC. for property located at the 2900 BLOCK OF MT. COMFORT RD. The property is zoned RMF 24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE, and contains approximately 6.76 acres. The request is for a 58 unit apartment complex with associated parking.

Harry Davis, Planner: Read the staff report.

Tim Brisiel, Applicant: In agreement with planning staff on their recommendation.

Public Comment:

No public comment at this time.

Tracy Hoskins, Commissioner: Asks to see the elevations on the screen. Questions if the developer needs to have a turnaround or if the street must continue to the property line.

Andrew Garner, Planning Director: Answers no.

Tom Brown, Commissioner: Believes there is a problem with the amount of accidents in the neighborhood. There were 14 accidents in the Pine Valley subdivision, which is a higher number in comparison to the intersections analyzed by staff.

Matthew Hoffman, Commissioner: In agreement with Commissioner Brown. Hoffman believes that staff has missed some key information in how wide the streets are in Pine Valley and how that would affect driving speeds and road safety. Therefore, Hoffman cannot support the development. No further issues with development.

Ron Autry, Commissioner: In agreement with Commissioners Brown and Hoffman. The existing amount of cars produces 14 accidents, which would be further increased by having 100 or so more vehicles going through the neighborhood.

Janet Selby, Commissioner: Does not believe they can support this development and is in agreement with previous comments.

Williams, City Attorney: Cautions the Planning Commission to be careful in voting on this development. Commissioner Brown's information should be evaluated by the Planning Commission and Staff. The existing subdivision was approved and the development in question has the right to be where it is located. Williams believes that the information sent by Hoffman is not applicable to the discussion about this development. Planning staff should come back with a more detailed report on the accidents in this existing subdivision in relation to similar subdivisions elsewhere in Fayetteville. A decision to deny the proposed development would need to be defensible in court, and therefore must have a serious traffic hazard to deny.

Garner: Explains the staff's process in reviewing the data in relation to other places around Fayetteville. Staff ultimately does not believe this proposed project would cause a problem and states that a professional traffic engineer is the next step in providing more information to the Planning Commission, if they desire more data. He also clarifies that the information provided to Commissioner Brown is the information provided by staff.

Williams: Understands and defers to staff.

Brown: Believes that traffic counts must be included in this analysis. Roads with higher traffic counts have accidents numbering in the single digits, while the accident data within the subdivision amounts to 14 accidents.

Williams: Cautions the Planning Commission against making judgments without expertise in traffic engineering. Suggests the applicant should conduct a full traffic study.

Leslie Belden, Commissioner: Questions if Shiloh would be extended across the creek to the south in order to provide another outlet.

Garner: States the Master Street Plan shows that it will be extended at some point to Wedington.

Williams: States the bridge to cross the creek there is an expensive and far-future project.

Belden: Asks if there is considerable, developable land along Mt. Comfort that would continue to funnel into the intersection of Mt. Comfort and Shiloh.

Garner: Answers yes.

Autry: Asks when Pine Valley was constructed.

Garner: Answers around the 2000s, as the homes there are about 10-15 years old.

Autry: Explains that much in this area was not constructed just a short time ago. He agrees with **Williams** that there should be another traffic study to exhaust all options.

Brown: States that the developer should look into a box culvert in crossing the stream to the north and connecting with Mt. Comfort. The project should be tabled to find out more information.

Hoskins: Asks about the nature of the accidents in the report.

Garner: States that the reports do not specify.

Hoskins and Garner engage in further rapid question and answer about nature of streets and intersections in the report.

Hoskins: States that much time and money has been spent in improving the intersection at Mt. Comfort and Shiloh. This small of a project will not cause a problem there and crossing the river to the north would not be feasible, based on just the cost of the street length alone, for a development of this size. He surmises that the information has been analyzed well and that the applicant has made the necessary changes to be approved. The developer and owner has a right to develop this project.

Public Comment:

Sharon Davidson, Nearby Neighbor: Believes this development will help calm traffic for the neighborhood. She is in support of this development.

No more public comment.

Motion #1:

Commissioner Brown made a motion to **table LSD 16-5488**. **Commissioner Autry** seconded the motion.

Brisiel: States that some investigation in the accident reports is needed and would be happy to collaborate with staff. A full traffic study is not desired, as it would be a considerable cost and staff has not asked for one throughout this process.

Kyle Cook, Commission Chair: Asks **Williams** if the project is not approved, then the applicant would be able to appeal to City Council.

Williams: Answers yes.

Hoffman: States they do not share the same opinion stated by **Hoskins**. A final decision is more appropriate for this developer instead of tabling and pushing their development back even further.

Hoskins: Asks the Planning Commission if a traffic study would help them come to a better decision.

Autry: Answers that the nature of the accident reports would determine the decision.

Brown: Offers that the Planning Commission should offer some suggestions on comparable subdivisions that would be good comparisons.

Williams: States that the staff have provided good comparisons for intersections and the traffic study would not provide the information desired by the Planning Commission, where the accident reports would provide the best information.

Cook: Asks the applicant what their preference would be for a decision between approval or denial and tabled.

Brisiel: Prefers to be tabled.

Hoskins: Clarifies that the Planning Commission is not asking for a traffic study, but more information on the accidents.

Upon roll call the motion to table failed with a vote of 3-5-0, Motion to table for more study fails 3-5-0. Commissioners Hoffman, Quinlan, Selby, Autry, Belden voted 'no'.

Motion #2:

Commissioner Autry made a motion to **approve LSD 16-5488**. **Commissioner Hoskins** seconded the motion.

Brown: Admits that his analysis is not a professional one, but does make use of the available and given data.

Cook: States that he will support the development, although admits that the development is not good planning. The issue of traffic has been addressed and there are no other issues.

Upon roll call the motion to approve LSD 16-5488 failed with a vote of 3-5-0. Commissioners Hoffman, Quinlan, Selby, Autry, and Brown voted 'no'.

DRAFT

Branson, Lisa

From: Smith, Sondra
Sent: Wednesday, October 19, 2016 1:45 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Mulford, Patti; Norton, Susan; Pate, Jeremy; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Subject: FW: Macey Drive Townhomes

FYI

From: Rosa Edwards [mailto:rosajedwards@gmail.com]
Sent: Wednesday, October 19, 2016 7:34 AM
To: Longward4@gmail.com; La Tour, John <ward4_pos1@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Smith, Sondra <:ssmith@fayetteville-ar.gov>
Subject: Macey Drive Townhomes

Good morning,

I read in the newspaper today that officials are seeking residents' voices on the Macey Drive Townhomes near Shiloh and Mt. Comfort Road. As a Ward 4 homeowner and resident, I wish to **oppose** this townhouse development for the following reasons:

- The limited access point (just through Point West Street) is clearly not designed for the heavy traffic load. The current townhouses/duplexes in the subdivisions off of Shiloh current have 2-4 vehicles per unit, so an additional 57 units would logically bring a MINIMUM of 114 additional vehicles through this area.
- There is a theft problem in the area. As I walk through the area to access the Hamestring Creek trail, I see signs that residents have placed warning individuals to lock their cars. Adding additional traffic and residents does not seem wise in light of this issue.
- The frequent on-street parking really limits the ability for two-way traffic flow.
- Generally, many homeowners - ourselves included - along Mt. Comfort Road purchased homes in that area due to its ease of access without the congestion of Wedington Drive. We want to maintain the uniqueness of that area and that requires it not becoming overdeveloped.
- Overall, Fayetteville needs more affordable family housing in the form of individual homes. Too many people are purchasing homes outside the city while the city develops more and more multi-family units. If a development is to be seriously considered, it needs to be single family housing, not multi-units.

Thank you for your time.

Rosa Edwards

--

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

Branson, Lisa

From: Branson, Lisa
Sent: Tuesday, October 18, 2016 7:40 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Broyles, Lana; Jordan, Lioneld; Mulford, Patti; Norton, Susan; Pate, Jeremy; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Schoppmeyer, Martin; La Tour, John; Long, Alan
Subject: FW: Regarding LSD 16-5488 The Macey Drive Townhomes

Can you please forward this to the council members at the request of my constituent?

Sincerely,

Alan

Begin forwarded message:

From: Martha Clark
Date: October 17, 2016 at 8:09:13 PM CDT
To: Alderman Long
Subject: Regarding LSD 16-5488 The Macey Drive Townhomes

Dear Alderman Long,

I would like to express my sincere concerns regarding the extension of Macey Drive within the Pine Valley Subdivision to allow access to develop Macey Drive Townhomes, eleven new residential structures with 57 multi-family units and its associated parking.

I have lived in the Pine Valley neighborhood since January of 2008, having chosen it for its quiet, off the beaten path nature. With the development proposed, the traffic on my quiet street would increase by probably 80 cars or more each morning and evening, as the only proposed access to this Large Scale Development would be through my quiet neighborhood. This is not acceptable. Our neighborhood streets are not designed for that type of

traffic. I do not want this extension to be allowed for this purpose.

I would like the council to consider other options for the developer such as access directly to Mount Comfort Road.

I am not in favor of high density developments adjacent to or passing through smaller, established neighborhoods.

I will be at the council meeting Tuesday evening.

Most sincerely,

Martha M.M. Clark
2843 W. Riverridge Drive

Branson, Lisa

From: Longward4@gmail.com <longward4@gmail.com>
Sent: Tuesday, October 18, 2016 7:52 AM
To: Smith, Sondra; Branson, Lisa
Subject: Fwd: Macey Townhomes on city council agenda 10/18/2016

Can you please forward this to the other council members?

Begin forwarded message:

From: "ron hearon" <rhearon@sbcglobal.net>
Date: October 18, 2016 at 12:03:15 AM CDT
To: <longward4@gmail.com>
Cc: <mayor@fayetteville-ar.gov>
Subject: Macey Townhomes on city council agenda 10/18/2016

Alan,

One of the reasons that many people in this neighborhood decided to live in Pine Valley subdivision is that the neighborhood is a very SAFE, quiet, low traffic neighborhood. It is a one way in, one way out neighborhood and that keeps traffic count limited to residents in the neighborhood. In addition, crime is lower because traffic is lower.

This new large scale development, Macey Dr. Townhomes, is looking at funneling, at the minimum, an additional 114 - 171 cars twice a day through a SAFE, peaceful, and quiet neighborhood: All because a developer doesn't want to connect to Mt. Comfort Rd because of the expense. He would rather cut costs and endanger public safety, rather than connecting to one of the city's major thoroughfares.

As you can see from the picture of the neighborhood below, this is the street to which the developer is trying to connect and it is a very peaceful, SAFE and quiet street. This picture was taken on a Friday afternoon and is typical of how many of the streets in Pine Valley Subdivision are used. People feel safe to walk their dogs and kids are not in danger from **an additional 114 -171 cars twice a day**. This doesn't take into account the additional hazards of concrete trucks and construction traffic on 23 year old streets that are in reasonably decent condition.



If the picture doesn't come through, please let us know.

Please help keep our neighborhood SAFE, quiet, low traffic and vote no on this new large scale development.

Sincerely,

Ron & Renee Hearon

479-582-9384

479-283-9613



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0520

Agenda Date: 12/20/2016

Version: 1

Status: Second Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 2

AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION:

AN ORDINANCE TO AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION OF ARTICLE XXIII ACTIVE TRANSPORTATION ADVISORY COMMITTEE OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

(LEFT ON THE SECOND READING)

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 33.350 **Purpose and Establishment** of Article XXIII **Active Transportation Advisory Committee** and enacts a new § 33.350 as follows:

"There is hereby established (as a continuance of the former Sidewalk and Trails Advisory Board) the Active Transportation Advisory Committee. This committee shall make recommendations to the Transportation Committee on active transportation projects and issues that may arise, including but not limited to:

(A) Yearly trail, sidewalk, and paving overlay construction program plans. Review of overlay plan will be focused on incorporation of active transportation facilities.

(B) 5-year trail construction prioritization plan.

(C) Proposed trail, sidewalk, and bikeway related improvement plans for major projects to be partially or fully funded by the city. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major sidewalk projects, trails and the active transportation component of the projects where major changes to existing street cross sections are planned.

(D) Changes, additions, or deletions to the Active Transportation Plan and the Sidewalk Master Plans."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.351 **Composition** of Article XXIII **Active Transportation Advisory Committee** by repealing the first sentence after the heading and subsection (A) and replacing them with the following:

"The Active Transportation Advisory Committee shall be comprised of eight (8) voting members, and

seven (7) non-voting staff/support members, as listed below. The members shall elect a Chair at its first annual meeting.

(A) One (1) voting member of the committee shall be a member of the City Council. It is recommended that this person also serve on the Transportation Committee;"

AGENDA REQUEST FORM

FOR: Council Meeting of November 15, 2016

FROM:

City Council Member Sarah Marsh

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 33.350 **PURPOSE AND ESTABLISHMENT** AND § 33.351 **COMPOSITION** OF ARTICLE XXIII **ACTIVE TRANSPORTATION ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

APPROVED FOR AGENDA:



City Council Member Sarah Marsh

10/21/2016
Date



Assistant City Attorney Blake Pennington
(as to form)

10/27/2016
Date

Pennington, Blake

To: Williams, Kit
Subject: RE: ATAC ordinance language

From: Marsh, Sarah
Sent: Friday, October 07, 2016 4:09 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Fw: ATAC ordinance language

Kit,

I would like to sponsor this ordinance change to the scope of the Active Transportation Committee. Please write it up for placement on the next agenda.

Thanks,

Sarah Marsh, bARCH, LEED AP BD+C
Vice Mayor | City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas
ward1_pos2@fayetteville-ar.gov | 479.799.0393

From: Mihalevich, Matthew
Sent: Thursday, October 6, 2016 10:49 AM
To: Marsh, Sarah
Subject: ATAC ordinance language

Sarah,
Please find the attached word file of the proposed ordinance language revision.

Thank you for pushing this through,
Matt

Matt Mihalevich
Trails Coordinator
Engineering Division
City of Fayetteville, Arkansas
113 W. Mountain 72701
mmihalevich@fayetteville-ar.gov
T 479.444.3416 | F 479.575.8202
[Trails Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

ARTICLE XXIII - ACTIVE TRANSPORTATION ADVISORY COMMITTEE

33.350 - Purpose And Establishment

There is hereby established (as a continuance of the former Sidewalk and Trails Advisory Board) the Active Transportation Advisory Committee. This committee shall make recommendations to the Transportation Committee on active transportation projects and issues that may arise, including but not limited to: review public comments and advise city staff and City Council on the prioritization and land acquisition/easements for sidewalks and trails within our city. The Active Transportation Advisory Committee is also responsible for recommending the adoption of Sidewalk and Trails Master Plans to the City Council. Recommendations relating to trails shall be forwarded to the Parks and Recreation Advisory Board. Recommendations relating to sidewalks shall be forwarded to the Transportation Division.

- 1.) Yearly trail, sidewalk, and paving overlay construction program plans. Review of overlay plan will be focused on incorporation of active transportation facilities.
- 2.) 5-year trail construction prioritization plan.
- 3.) Proposed trail, sidewalk, and bikeway related improvement plans for major projects to be partially or fully funded by the city. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major sidewalk projects, trails and the active transportation component of the projects where major changes to existing street cross sections are planned.
- 1-4.) Changes, additions, or deletions to the Active Transportation Plan and the Sidewalk Master Plans.

(Ord. No. 5343, 8-3-10)

33.351 - Composition

The Active Transportation Advisory Committee shall be comprised of eight (8) voting members, and seven (7) non-voting staff/support members, as follows listed below. : The members shall elect a Chair at its first annual meeting.

- (A) One (1) voting members of the committee shall be a member of the City Council; It is recommended that this person also serves on the Transportation Committee;
- (B) One (1) voting member shall be a member of the Planning Commission;
- (C) One (1) voting member shall be a member of the Parks and Recreation Advisory Board;
- (D) Five (5) voting members shall be private citizens, who are qualified electors residing in the City of Fayetteville, and appointed by the City Council, at least one (1) of whom shall represent a bicycle advocacy organization;
- (E) Five (5) non-voting members shall represent the City of Fayetteville staff, with one (1) member each from the Transportation Division, Parks and Recreation Division, Fayetteville Police Department, Planning Division, and Information Technology Division;
- (F) One (1) non-voting member shall represent the Washington County Planning Staff;
- (G) One (1) non-voting member shall represent the Northwest Arkansas Regional Planning Commission.

(Ord. No. 5343, 8-3-10)

33.352 - Terms Of Office

Private citizen members shall serve two (2) year terms, with no limit to the number of terms they may serve. City Council, Planning Commission, and Parks and Recreation Advisory Board representatives may serve as long as they retain membership on their sponsoring body.

(Ord. No. 5343, 8-3-10)

33.353 - Officers

At the first regularly scheduled committee meeting of each calendar year, the voting members of the committee shall, by a simple majority, elect from among themselves a chair and vice chair.

(Ord. No. 5343, 8-3-10)

33.354 - Meetings

The Active Transportation Advisory Committee shall meet at least once per quarter to conduct regular business, at a time and place that is mutually convenient to the membership. The Active Transportation Advisory Committee may meet more frequently if needed.

(Ord. No. 5343, 8-3-10)

33.355 - Selection Process

The City Council shall appoint the private citizen members through the normal Nominating Committee process. All other members of the Active Transportation Advisory Committee shall be appointed by their respective organizations.

(Ord. No. 5343, 8-3-10)

33.356—33.359 - Reserved



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0525

Agenda Date: 12/20/2016

Version: 1

Status: First Reading

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: B. 3

VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES):

AN ORDINANCE TO APPROVE VAC 16-5582 SUBMITTED BY ANDREA FOURNET TO VACATE THE UNBUILT PIKE STREET RIGHT-OF-WAY BETWEEN HIGHLAND AND POLLARD AVENUE

(LEFT ON FIRST READING)

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 unbuilt street right-of-way 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 the unbuilt Pike street right-of-way between Highland and Pollard Avenues as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. A minimum general utility easement of 20 feet wide, centered on the existing 6 inch water main, and a minimum of 25 feet wide centered on the existing 12 inch sewer main shall replace the street right-of-way.
3. A 30 foot wide drainage easement shall replace the street right-of-way located south of North Street; connecting Pollard Avenue and Highland Avenue.

City of Fayetteville Staff Review Form

2016-0525

Legistar File ID

12/6/2016

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

Jeremy Pate

11/18/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 16-5582: Vacation (41 E. NORTH ST./ANDONA PROPERTIES, 445): Submitted by ANDREA FOURNET for property located at 41 E. NORTH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.74 acres. The request is to vacate a portion of a street right-of-way.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF DECEMBER 6, 2016

TO: Mayor and City Council

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

DATE: November 18, 2016

SUBJECT: **VAC 16-5582: Vacation (41 E. NORTH ST./ANDONA PROPERTIES, 445):** Submitted by ANDREA FOURNET for property located at 41 E. NORTH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.74 acres. The request is to vacate a portion of a street right-of-way.

RECOMMENDATION:

City Planning Division staff and the Planning Commission recommend approval of **VAC 16-5582** 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.
2. A minimum general utility easement of 20 feet wide, centered on the existing 6-inch water main, and a minimum of 25 feet wide centered on the existing 12-inch sewer main shall replace the right-of-way.
3. A 30 foot wide drainage easement shall replace the right-of-way over the southern portion of the property between Pollard Avenue and Highland Avenue.

BACKGROUND:

The subject property is an unbuilt street right-of-way located south of North Street; connecting Pollard Avenue and Highland Avenue. The right-of-way was platted with the original subdivision and never constructed, likely due to steep topography on the eastern end. The right-of-way contains a natural drainage which catches stormwater from portions of Pollard Avenue and properties to the east.

Proposal: The applicant proposes vacation of unbuilt street right-of-way as depicted in Exhibit 'A' and described in Exhibit 'B'.

DISCUSSION:

On November 14, 2016 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 5-3-0 with Commissioners Brown, Quinlan, and Hoffman voting 'no'. The dissenting votes followed conversation about future planning for College Avenue, block length and pedestrian connectivity in the neighborhood, and the dollar value of the property being 'given away' by the City.

BUDGET/STAFF IMPACT:

N/A

Attachments:

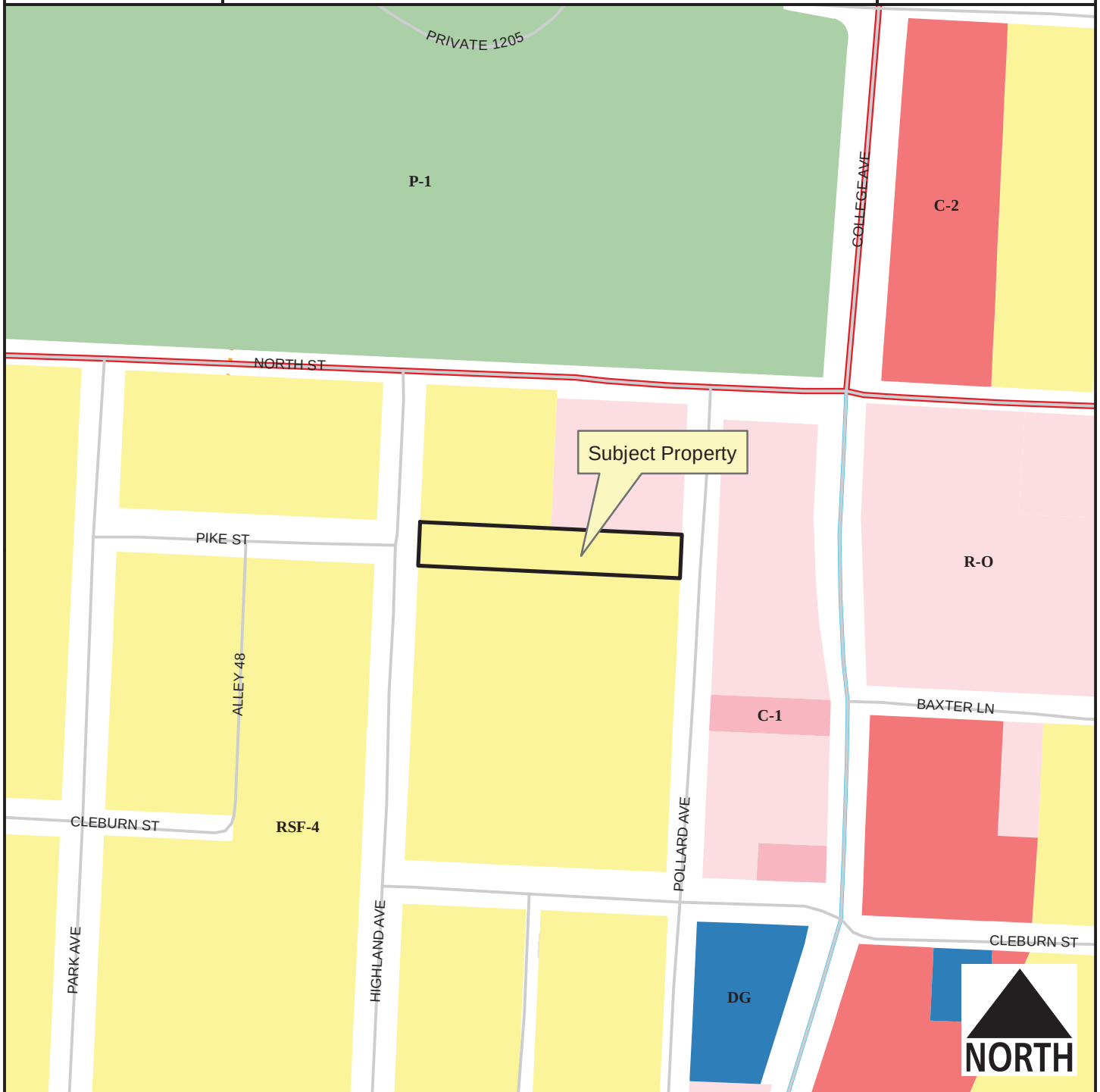
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

VAC 16-5582

Close Up View

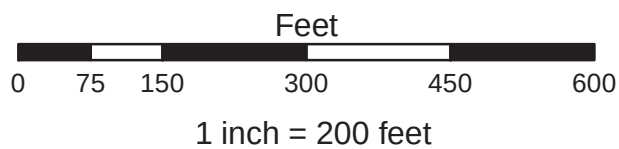
ANDONA PROPERTIES

16-5582
EXHIBIT 'A'



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- Residential-Office
- C-1
- C-2
- Downtown General
- P-1

16-5582
EXHIBIT 'B'

AREA TO BE VACATED/ABANDONED

ALL THAT PORTION OF PIKE STREET LYING SOUTH OF BLOCK NUMBERED EIGHT (8) AND NORTH OF BLOCK NUMBERED NINE (9) AND EXTENDING FROM THE EAST RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WEST RIGHT-OF-WAY LINE OF POLLARD AVENUE, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK EIGHT (8), SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S89°54'38"E 360.06 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF SAID BLOCK EIGHT (8); THENCE S00°08'41"W 60.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF POLLARD AVENUE TO A SET 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID BLOCK NINE (9); THENCE LEAVING SAID RIGHT-OF-WAY LINE, N89°54'38"W 360.08 FEET TO A SET 1/2" IRON REBAR AT THE NORTHWEST CORNER OF SAID BLOCK NINE (9); THENCE N00°09'47"E 60.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE POINT OF BEGINNING.

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:Indicate one contact person for this request: _____ Applicant ☒ Representative**Applicant (person making request):**

Name: ADONA PROPERTIES, LLC
ANDREA FOURNET

Address: 1214 SHADY LN
FAYETTEVILLE, AR
72703

Phone: ()

Email:

Fax: ()

Representative (engineer, surveyor, realtor, etc.):

Name: ALAN REID ASSOC.

Address: 118 S. COLLEGE AVE
FAYETTEVILLE, AR
72701

Phone: (479) 444-8784

Email:

Fax: ()

Site Address / Location: 41 E. NORTH STREET

Legal description of area to be vacated (attach separate sheet if necessary): SEE ATTACHED

Current Zoning District: RSE-4Assessors Parcel Number(s) for subject property: N/A**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):

ALAN TEND (REP)

Date: 4/22/12

Signature:

[Handwritten 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):

ANDREA FOURNET

Address:

1214 N. SHADY LN
72703

X Signature:

Date: 4/22/12

Phone: ()

Name (printed):

Address:

Signature:

Date:

Phone: ()

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- ✓ (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- ✓ (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- ✓ (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- ✓ (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

THRU: Quin Thompson, Planner

MEETING DATE: ~~November 14, 2016~~ **UPDATED NOVEMBER 18, 2016**

SUBJECT: **VAC 16-5582: Vacation (41 E. NORTH ST./ANDONA PROPERTIES, 445):** Submitted by ANDREA FOURNET for property located at 41 E. NORTH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.74 acres. The request is to vacate a portion of a street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 16-5582** to the City Council.

BACKGROUND:

The subject property is an unbuilt street right-of-way located south of North Street; connecting Pollard Avenue and Highland Avenue. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
 Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	UAMS	P-1, Institutional
South	Frisco Railroad ROW	RSF-4, Residential Single-family
East	Office	UT, Urban Thoroughfare
West	Washington County /UAMS parking	RSF-4, Residential Single-family

Proposal: The applicant proposes vacation of unbuilt street right-of-way for and extension.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments and applicable franchise utilities, with the following responses:

Adjacent Landowners

Thomas Hecox
 Washington County
 Kimberly Johnson

Response

No objection to the vacation
 No objection to the vacation
 No objection to the vacation

UtilityResponse

Cox Communications

No objections with conditions

AEP/SWEPCO

No objections

Black Hills Gas

No objections

AT&T

No objections with conditions

Ozarks Electric

No objections

City of FayettevilleResponse

Water/Sewer

No objections with conditions

Transportation

No objections with conditions

Recycling and Solid Waste

No objections

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 16-5582** with the following conditions:**Conditions of Approval:**

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. A minimum easement of 20 feet wide, centered on the existing 6-inch water main, and a minimum of 25' centered on the existing 12-inch sewer main shall replace the right-of-way.
3. The Current right-of-way shall be converted into a drainage easement the extent of which shall be determined by the Transportation Department as needed to maintain drainage through this area.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: November 14, 2016

Motion: **HOSKINS**

Second: **SELBY**

Vote: **5-3-0, BROWN, QUINLAN, AND HOFFMAN VOTED 'NO'**

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map

April 22, 2016

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Street Vacation

Dear Planning Commissioners and Councilors:

On behalf of my client, Adona Properties LLC, I am submitting for your review, a request to vacate that portion of Pike Street lying between Blocks 8 and 9 of A. L. Trent's Revised Plat of City Park Addition. In the 93 years since this subdivision has been platted, this section of Pike Street has never been constructed. It remains a partially wooded tract of land with a natural North-South drainage channel nearly bisecting the property. The property is currently maintained by the adjoining land owners. My client feels there is no practical use for this street and would like to see it vacated and the right-of-way reverted to the adjoining property owners.

Respectfully,

Alan Reid
Professional Land Surveyor

BLOCK NINE (9), A.L. TRENT'S REVISED PLAT OF CITY PARK ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the East half (E1/2) of Lot 3 and all of Lots 4 & 5 in Block 8 of said Addition, abutting the street right-of-way hereinafter sought to be abandoned and vacated, lying between Block 8 and Block 9 of said A.L. Trent's Revised Plat of City Park Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate of said easement which is described as follows:

DESCRIPTION OF EASEMENT ENCROACHMENT

ALL THAT PORTION OF PIKE STREET LYING SOUTH OF BLOCK NUMBERED EIGHT (8) AND NORTH OF BLOCK NUMBERED NINE (9) AND EXTENDING FROM THE EAST RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE WEST RIGHT-OF-WAY LINE OF POLLARD AVENUE, ALSO BEING DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK EIGHT (8), SAID POINT BEING A SET 1/2" IRON REBAR; THENCE S89°54'38"E 360.06 FEET TO A SET 1/2" IRON REBAR AT THE SOUTHEAST CORNER OF SAID BLOCK EIGHT (8); THENCE S00°08'41"W 60.00 FEET ALONG THE WEST RIGHT-OF-WAY LINE OF POLLARD AVENUE TO A SET 1/2" IRON REBAR AT THE NORTHEAST CORNER OF SAID BLOCK NINE (9); THENCE LEAVING SAID RIGHT-OF-WAY LINE, N89°54'38"W 360.08 FEET TO A SET 1/2" IRON REBAR AT THE NORTHWEST CORNER OF SAID BLOCK NINE (9); THENCE N00°09'47"E 60.00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF HIGHLAND AVENUE TO THE POINT OF BEGINNING.

That the abutting real estate affected by said abandonment of the utility easement is (1): Lots 1 thru 5, inclusive, of Block 8 and (2): Lots 1 and 14 of Block 9, A.L. Trent's revised Plat of City Park Addition, and that the public interest and welfare would not be adversely affected by the abandonment of the above described utility 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 easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described utility easement.

Dated this 26 day of April, 2016

Andrea Fournet
Printed name

Andrea Fournet
Signature

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: AT&T

APPLICANT NAME: ADONA PROP, LLC APPLICANT PHONE: 479-444-8784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

☒ (*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.)

If any AT&T facilities are required to be relocated or are damaged will be the
responsibility of the property owner/ developer.

- ☐ 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: 2016.04.26 12:37:21 -0500

Signature of Utility Company Representative

MGR OSP PING & ENGRG DESIGN
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: LOK COMMUNICATIONS

APPLICANT NAME: ADONA PROP, LLC APPLICANT PHONE: 479 444 8784

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:

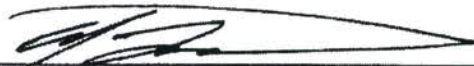
General location / Address PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☒ No objections provided the following conditions are met:
Any damage to or relocation of our existing facilities will be at the owners/developers expense.



Signature of Utility Company Representative

Construction & Planning Manager

Title

UTILITY APPROVAL FORM
FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 7/22/16

UTILITY COMPANY: BLACK HILLS

APPLICANT NAME: ADONA PROP LLC APPLICANT PHONE: 479-444-8784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Brian A. Davenport
Signature of Utility Company Representative

Supervisor - Divisional Operations
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: OELL

APPLICANT NAME: ADONA PROP LLC APPLICANT PHONE: 479 444 8784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Mike Phipps
Signature of Utility Company Representative

SYSTEM STAKING TECH
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: SWEPCO

APPLICANT NAME: ADONA PROP, LLC APPLICANT PHONE: 499-4448784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

- ☐ No objections provided the following conditions are met:

Tony D 5-12-16
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title

UTILITY APPROVAL FORM
FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 9-7-16

UTILITY COMPANY: Fayetteville Solid Waste

APPLICANT NAME: Andona Prop. LLC APPLICANT PHONE: 479-200-2747

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 Pike St between Highland & Pollard

☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

Brian Pugh
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: FAYETTEVILLE TRANSPORTATION

APPLICANT NAME: ADONA PROP LLC APPLICANT PHONE: 479-4448784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (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.)

Any existing drainage must be maintain

- ☐ No objections provided the following conditions are met:

Joey Smith
Signature of Utility Company Representative

Assistant Transportation Manager
Title

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: 4/22/16

UTILITY COMPANY: FAYETTEVILLE WATER & SEWER

APPLICANT NAME: ANDONA PROP, LLC APPLICANT PHONE: 479-444 8784

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 PIKE STREET BETWEEN
HIGHLAND & POLLARD

- ☐ (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.)

MINIMUM OF 20 FT WIDE EASEMENT 10' EITHER SIDE OF EXISTING 6" WATERLINE. MINIMUM OF 25 FT WIDE EASEMENT 12.5' EITHER SIDE OF EXISTING 12" SANITARY SEWER LINE.

- ☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

05/02/2016 W&S OPERATIONS MANAGER
Title

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

**FOR RIGHT- OF- WAY, ALLEY, AND
EASEMENT VACATION REQUESTS**

Date: 9-1-16
Address / location of vacation: Pike St. between Highland + Pollard
Adjacent property address: _____
Lot: 1,2,3 Block: 8 Subdivision: A.L. Trents City Park Add

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

Pike Street Closing
Project Name Washington County

Name of Adjacent Property Owner (printed)

[Signature]
Signature of Adjacent Property Owner

WASHINGTON COUNTY JUDGE

Andona Properties, L.L.C.
Applicant Name

APPROVED AS TO FORM

SEP 01 2016

WASHINGTON COUNTY ATTORNEY

[Signature]

December 2014
Prop 5

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND
EASEMENT VACATION REQUESTS

Date: 9/7/16
Address / location of vacation: Pike St. between Highland & Pollard
Adjacent property address: 954 N. Highland
Lot: 13, 14 Block: 9 Subdivision: A.L. Trent's City Park A

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above. KJ
- ☐ I do object to the requested vacation because:

Pike St closing
Project Name
Kimberly Johnson
Name of Adjacent Property Owner (printed)
[Signature]
Signature of Adjacent Property Owner
Andona Properties, L.L.C.
Applicant Name

ADJACENT PROPERTY OWNER NOTIFICATION/APPROVAL FORM

**FOR RIGHT- OF- WAY, ALLEY, AND
EASEMENT VACATION REQUESTS**

Date: 9.15.16
Address / location of vacation: Pike St between Highland & Pollard
Adjacent property address: 1009 N. Pollard Ave
Lot: 1A Block: 9 Subdivision: AL Trent's City Park Add.

REQUESTED VACATION:

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

- ☐ I have been notified of the requested vacation and decline to comment.
- ☒ I do not object to the vacation described above.
- ☐ I do object to the requested vacation because:

Pike St. closing
Project Name Thomas Hecox 443-3376
Name of Adjacent Property Owner (printed)
Thomas W. Hecox
Signature of Adjacent Property Owner
Andona Properties, LLC
Applicant Name

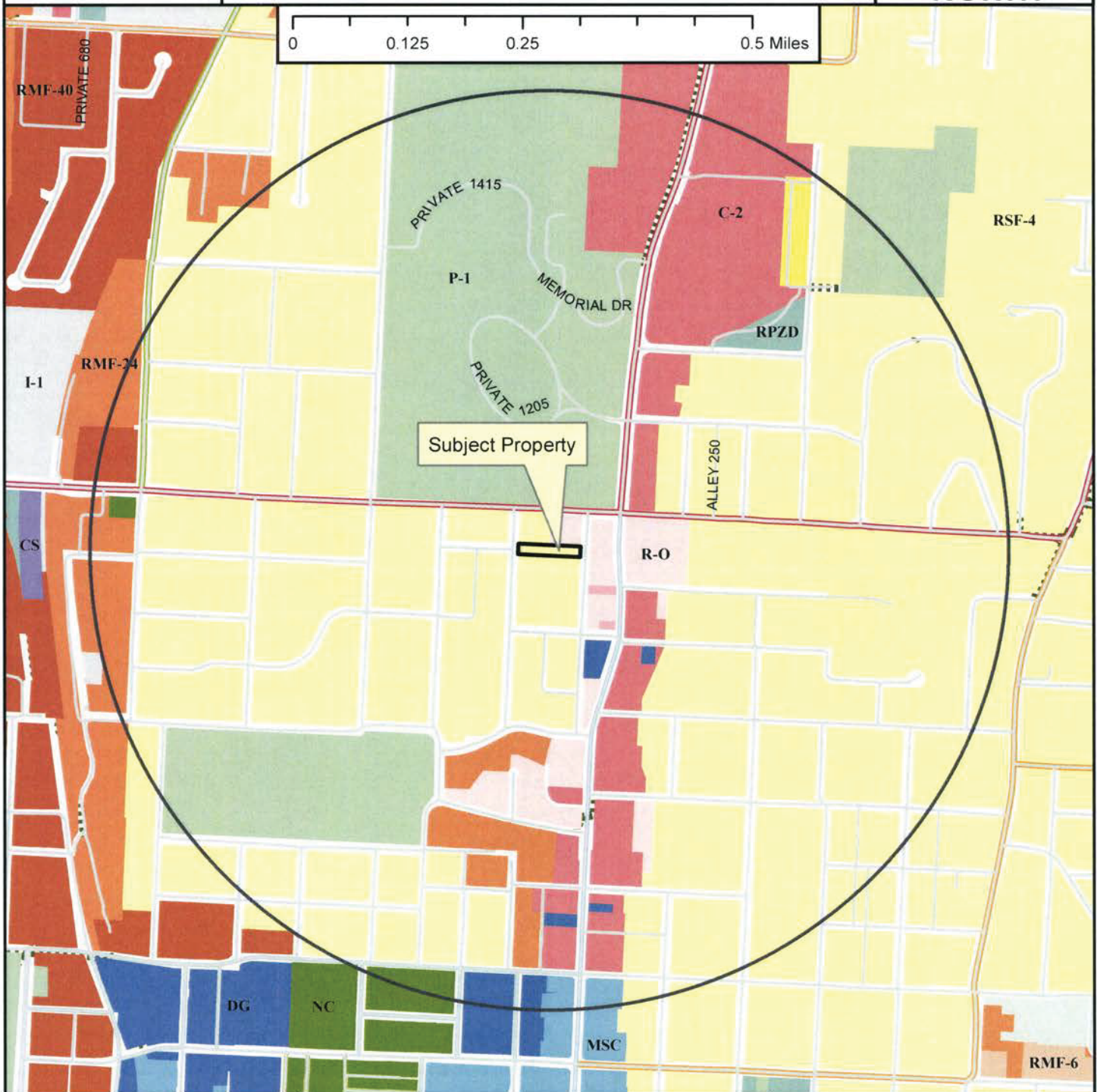
VAC 16-5582

One Mile View

ANDONA PROPERTIES



0 0.125 0.25 0.5 Miles



Subject Property

Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



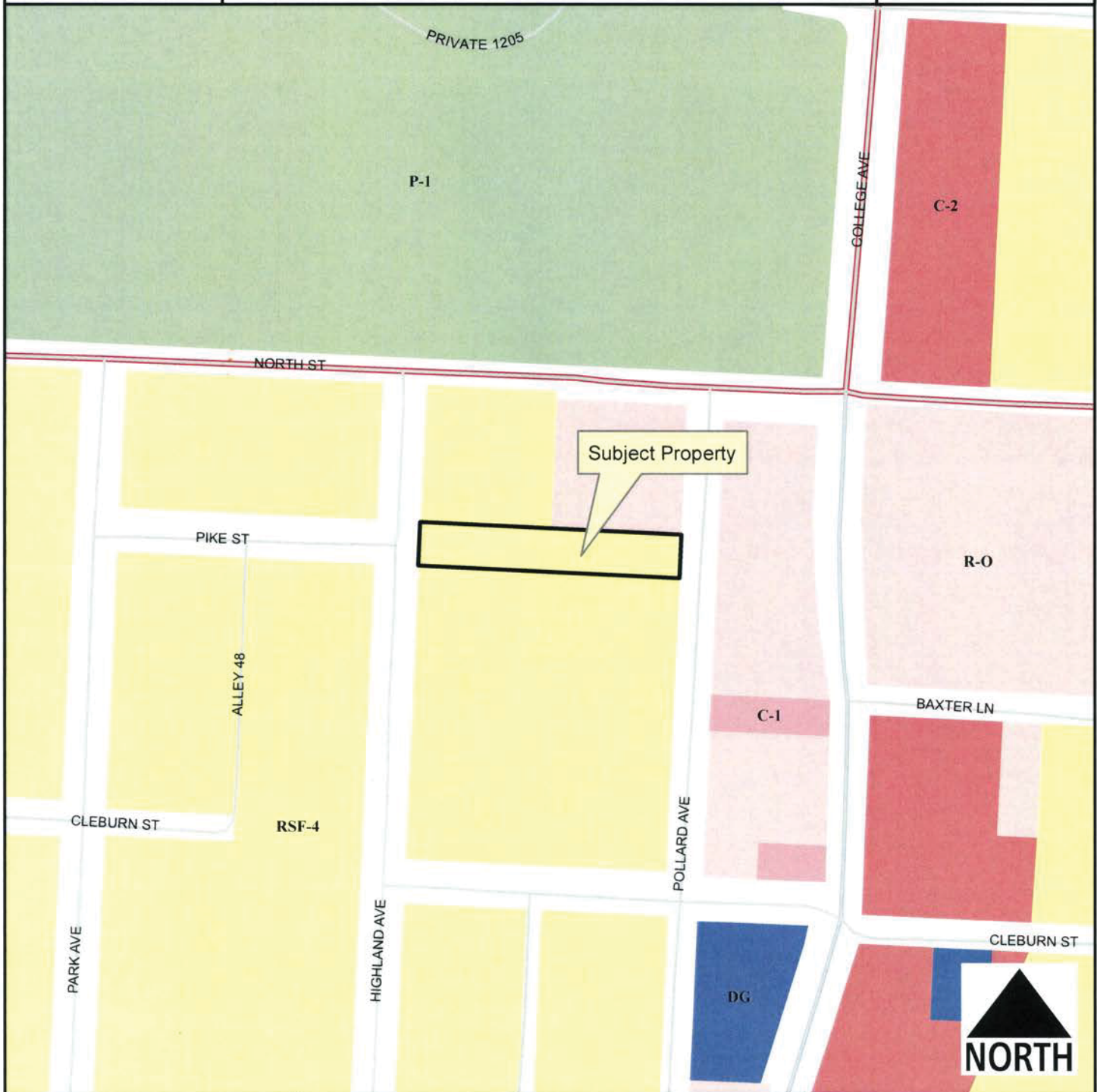
- | | |
|---|--|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three-family
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
Commercial-Office
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 |
|---|--|

Planning Commission
November 14, 2016

VAC 16-5582

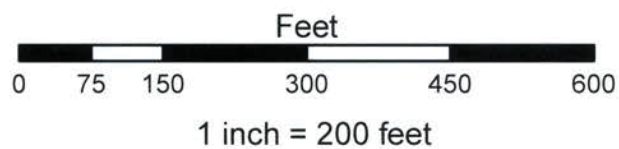
ANDONA PROPERTIES

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Building Footprint



- RSF-4
- Residential-Office
- C-1
- C-2
- Downtown General
- P-1



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0604

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: Administration

File Type: Ordinance

Agenda Number: C. 1

THE BELFORD GROUP:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE (1) YEAR CONTRACT WITH THE BELFORD GROUP WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR TERMS TO PROVIDE ONLINE RECREATION PROGRAM REGISTRATION AND PAVILION RESERVATIONS TO RESIDENTS AND VISITORS AT NO COST TO THE CITY

WHEREAS, The Belford Group was awarded a contract, pursuant to RFP 09-09, to provide online recreation program registration and pavilion reservations for the Parks and Recreation Department at no cost to the City; and

WHEREAS, participants are charged convenience fees for online recreation program registration in the amounts set forth in the contract but always have the option of paper and onsite registration without incurring those convenience fees; and

WHEREAS, because the City of Fayetteville was the first organization to use the services provided by The Belford Group, the City has never been charged for those services; and

WHEREAS, other online registration and reservation services are available but all require an initial investment and ongoing transaction fees that would be paid by the City.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a one (1) year contract with The Belford Group with an option to renew for up to four (4) additional (1) year terms to provide online recreation program registration and pavilion reservations to Fayetteville residents and visitors at no cost to the City. A copy of the Contract is attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2016-0604

Legistar File ID

12/20/2016

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

John Crow

12/1/2016

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Parks and Recreation staff recommend waiving the formal bidding process for online recreation program registration and pavilion reservation services. Staff also recommend approval of a renewal of the agreement between the City of Fayetteville Parks and Recreation Department and The Belford Group for one (1) year with an additional one (1) year extension if both parties mutually agree, up to four (4) more years.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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:

TO: Mayor Lioneld Jordon

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

FROM: John Crow, Recreation Superintendent

DATE: December 1, 2016

SUBJECT: Agreement with The Belford Group

RECOMMENDATION:

Parks and Recreation staff recommend waiving the formal bidding process for online recreation program registration and pavilion reservation services. Staff also recommend approval of a renewal of the agreement between the City of Fayetteville Parks and Recreation Department and The Belford Group for one (1) year with an additional one (1) year extension if both parties mutually agree, up to four (4) more years.

BACKGROUND:

The Belford Group, in response to RFP 09-09, has provided online recreation program registration and pavilion reservations for the City of Fayetteville Parks and Recreation Department since May of 2009 at no cost to the City. Convenience and processing fees are incurred by those that choose to register through the system. For Citizens that do not want to incur the extra fees, we still provide both paper and onsite registration through the Parks and Recreation Department office.

DISCUSSION:

Though it has not been advertised since 2009, Parks and Recreation staff recommend waiving the formal bidding process, per city ordinance, to maintain the seamless online registration services our participants have become accustomed to. The City of Fayetteville was the first to use the services provided by The Belford Group, the only organization staff is aware of that can provide this type of service at no cost to the City. They have been providing the service for online registration and pavilion reservations for over seven years. Pavilion reservations are free to the public with no convenience fees incurred. There are other online registration and reservation services available, but they all have an initial investment cost and associated fees per transaction charged to the City.

Additionally, the following changes were made to the agreement: To provide more accurate end of the month financial reporting, the bi-monthly cut-off, reporting, and payments dates were changed to four (4) days earlier. Added to the agreement was a 6% interest penalty for payments made past the due date.

BUDGET/STAFF IMPACT:

None

Attachments:

Proposed agreement between City of Fayetteville Parks and Recreation and The Belford Group



The Belford Group

The Belford Group
68 W. Sunbridge
Fayetteville, AR 72703
479-443-9945

Presented to: City of Fayetteville, Parks and Recreation

RE: Extension of OnlineSignup.org Agreement

December 5, 2016

Effective Date January, 1 2017

The Belford Group will provide:

- ☒ A user friendly program capable of handling multiple classes/ages/payments.
- ☒ System handles events/tournaments/leagues/memberships.
- ☒ Web-based program so no equipment to buy.
- ☒ A username and password for each staff member needing to access data.
- ☒ Technical support in case of errors.
- ☒ Real time reporting.
- ☒ Custom waiver and release language.

Payment & Terms:

A convenience will be added to each participant's regular registration fees to cover the cost of OnlineSignup.org and Credit Card Processing fees.

Course registration fees:

Convenience Fee amount to be collected:

\$1 - \$90	\$4.00/participant
\$91 - \$200	\$7.00/participant
\$201 - \$300	\$10.00/participant
\$301 - \$400	\$13.00/participant
\$401 -- \$500	\$16.00/participant
Above \$500	Requires a custom quote

The Belford Group will collect ALL course registration fees via their secure credit card processing center and will issue reimbursement payments on the 5th and the 20th of each month totaling the amount of registration dollars due. These funds will be accompanied by a detailed report of the number of participants and the total dollars collected.

The payment schedule is set up in the following manner:

Cutoff dates for processing registrations are the 15th and last day of each month for payment purposes only.

Registrations processed from the 16th – last day of the month will be paid on the 13th of each month or the nearest working day.

Registrations processed from the 1st – 15th will be paid on the 27th of each month or the nearest working day. These funds will be accompanied by a detailed report of the number of participants and the total dollars collected. Any payments to City not made by scheduled due date shall bear interest from the date the payment was due until the date the payment was actually made at the maximum effective agreement rate of 6%.

Payments will be issued via ACH payment

Contract is for one (1) year, with an additional (1) year extension if both parties mutually agree, up to four (4) more years.

It is the organization's responsibility to maintain and upload all course data to the OnlineSignup.org website. The Belford Group is not responsible for errors in or maintenance of this data.

Changes and Termination

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

The obligation to provide further services under this Agreement may be terminated by either party upon sixty days written notice.

Freedom of Information Act

City of Fayetteville contract 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 present to the City of Fayetteville, all parties 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.

Applicable Law and Jurisdiction

In the event of any controversy concerning the interpretation or effect of any provision hereof, the laws of the State of Arkansas shall apply.

Witness

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed as of the date and year first herein written.

ACCEPTANCE OF AGREEMENT

FOR THE CITY OF FAYETTEVILLE

Name: _____ Attest: _____

Mayor Lioneld Jordan

Date: _____

FOR THE BELFORD GROUP

Name: Barry Belford

Barry Belford, Owner

Date: 12/5/2016



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0613

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

STORMWATER EDUCATION AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

WHEREAS, the City of Fayetteville, along with seventeen other cities in Northwest Arkansas, has been operating under the Environmental Protection Agency's federally mandated Phase II Stormwater Regulations as a Municipal Separate Storm Sewer System; and

WHEREAS, the Northwest Arkansas Planning Commission has determined that a regional approach to certain minimum control measures required for renewal of Municipal Separate Storm Sewer System permits - specifically Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping - is both logical, cost effective and appropriate, and this approach has been approved by the Arkansas Department of Environmental Quality; and

WHEREAS, the Northwest Arkansas Planning Commission has endorsed a proposal from the University of Arkansas Cooperative Extension Service to design and provide a stormwater education program to all Municipal Separate Storm Sewer Systems in Northwest Arkansas; and

WHEREAS, the cost of the agreement to the City for each year exceeds \$20,000.00 and would otherwise require competitive bidding unless the requirement is waived; and

WHEREAS, the City's National Pollutant Discharge Elimination System permit expires in 2019 and the stormwater education program will be a requirement each permit year.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding through 2019 and further authorizes the Mayor to sign a Memorandum of Understanding, a copy of which is attached hereto and made a part hereof, between the City and the Northwest Arkansas Regional Planning Commission in the amount of \$41,505.61 for a

Stormwater Education Program to be provided in 2017 by the University of Arkansas Cooperative Extension Service to satisfy portions of the Environmental Protection Agency's Phase II Stormwater Regulations.

City of Fayetteville Staff Review Form

2016-0613

Legistar File ID

12/20/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

11/28/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

Budget Impact:

4470.9470.5817.00

4470 - Sales Tax Capital Improvements

Account Number

Fund

02097.1

Stormwater Quality Management (Stormwater
Quality Mgmt/Nutrient Reduct)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 239,427.00

Funds Obligated \$ 121,337.81

Current Balance \$ 118,089.19

Does item have a cost? Yes

Item Cost \$ 41,505.61

Budget Adjustment Attached? No

Budget Adjustment

#

Remaining Budget \$ 76,583.58

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF DECEMBER 20, 2016

TO: Mayor and City Council

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

FROM: Alan Pugh, Staff Engineer

DATE: November 28, 2016

SUBJECT: Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements

RECOMMENDATION:

Staff recommends Waiving competitive bidding and approving of an agreement in the amount of \$41,505.61 with the Northwest Arkansas Regional Planning Commission for a Stormwater Education Program to be provided by the University of Arkansas Cooperative Extension service to satisfy portions of the NPDES Phase II Stormwater Permit requirements.

BACKGROUND:

The City of Fayetteville has participated in the educational program provided by the University of Arkansas Cooperative Extension since its inception. This program has been very successful and a valuable asset to the public as well as the city.

DISCUSSION:

Since 2003, the cities of Bentonville, Bethel Heights, Elkins, Elm Springs, Farmington, Fayetteville, Greenland, Johnson, Little Flock, Lowell, Springdale and Rogers along with Benton and Washington Counties and the University of Arkansas have been operating under EPA's federally mandated Phase II Stormwater regulations as Municipal Separate Storm Sewer Systems (MS4s). The cities of Bella Vista, Cave Springs, Centerton, Pea Ridge, Prairie Grove, and Tontitown were recently designated as MS4s based on the 2010 census and these cities are joining the education program this year. While these jurisdictions obtained separate National Pollutant Discharge Elimination System (NPDES) permits, they jointly contracted with Cooperative Extension Service (CES) through the NWA Regional Planning Commission as a successful and cost-effective means of implementing the following minimum control measures required in their Phase II permits as well as ensure uniformity in the message presented to residents of Northwest Arkansas:

- 1) Public Education and Outreach
- 2) Public Involvement and Participation
- 6) Pollution Prevention and Good Housekeeping (training for municipal employees)

Positive feedback from ADEQ and participating MS4s has led to the CES and the NWARPC partnering for an additional urban stormwater education program in support of the MS4s' new 2014-2019 stormwater management permits.

This agreement is for participation in a 1-Year Regional Stormwater Education and Coordination Program, however, the intent is to waive competitive bidding until the end of the permit period which is 2019. Please note that due to the fact the cost will fluctuate, City Council will still have the opportunity to review and approve the new agreement and fee each year by resolution. The agreement will not automatically renew.

BUDGET/STAFF IMPACT:

Funding in the amount of \$41,505.61 is available in the Stormwater Quality Management and Nutrient Reduction Plan Budget. These funds are proposed to be utilized to satisfy the terms of the agreement.

Attachments:

Memorandum of Understanding
Urban Stormwater Education Program 2015-2019 Summary
Cost Allocation Summary

**MEMORANDUM OF UNDERSTANDING FOR THE MS4
JURISDICTIONS OF NORTHWEST ARKANSAS AND
THE NORTHWEST ARKANSAS REGIONAL PLANNING
COMMISSION**

WHEREAS, nineteen cities in Benton and Washington Counties, the counties themselves, and the University of Arkansas meet the U.S. Environmental Protection Agency's "small" urbanized area municipal separate storm sewer (MS4) criteria, and must comply with national Phase II Stormwater Regulations; and

WHEREAS, the Arkansas Department of Environmental Quality (ADEQ), the state agency authorized by EPA to issue National Pollutant Discharge Elimination System (NPDES) permits requiring and ensuring compliance, will establish dates for affected entities to be covered under Arkansas' general permit for MS4s; and

WHEREAS, said permit requires development, implementation, and evaluation of a stormwater management plan, that addresses each of the six minimum control measures identified in the Phase II Storm Water Regulations contained in 40 CFR 122.26 and outlined in Part I.B.; and

WHEREAS, the Northwest Arkansas Regional Planning Commission (NWARPC) has coordinated meetings between representatives of affected jurisdictions in an effort to determine, in the interest of economy and efficiency, whether certain stormwater permit components could be addressed collectively, rather than individually; and

WHEREAS, it has been determined that a cost effective, regional approach to certain minimum control measures required as part of the permit – namely Public Education and Outreach, Public Involvement and Participation, and the education component of Pollution Prevention/Good Housekeeping – is both logical and appropriate; and

WHEREAS, the NWARPC previously requested and received statements of qualifications from interested institutions and firms with demonstrated water quality educational expertise, and has, in cooperation with representatives of affected MS4 jurisdictions, endorsed the attached proposal from the University of Arkansas Cooperative Extension Service; and

WHEREAS, the ADEQ has endorsed the regional concept and proposal for addressing said minimum control measures; and

WHEREAS, said representatives of affected MS4s have also endorsed the distribution of costs associated with the proposal as shown on the attached cost allocation plan; and

WHEREAS, the Board of Directors of the NWARPC have authorized the Commission to act as the financial clearinghouse and primary contractor, on behalf of said MS4s, in connection with said proposal.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE UNDERSIGNED MS4 JURISDICTION, AND THE BOARD OF DIRECTORS OF THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION, AGREE AS FOLLOWS:

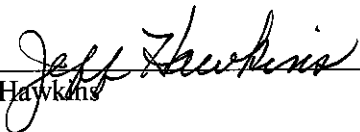
SECTION 1. To participate in a 1-Year Regional Stormwater Education and Coordination Program (January 1, 2017 – December 31, 2017), to be carried out by the University of Arkansas Cooperative Extension Service through an engagement with the Northwest Arkansas Regional Planning Commission, with costs based on a Base cost and each jurisdiction's pro-rated share of the region's 2010 urbanized area population; it being understood that said services to be provided shall satisfy requirements for the federally-mandated minimum control measures referenced herein. Commitments for participation in said program in future years will require governing body approval on a year-to-year basis.

SECTION 2. To participate financially in accordance with the attached cost allocation plan. Any increases in the costs allocated to the undersigned MS4 due to the failure of other MS4 jurisdictions to participate shall be subject to the approval of the undersigned MS4.

SECTION. 3. That all funds received by NWARPC from MS4s shall be utilized in their entirety for stormwater management program services and coordination activities in connection with EPA Phase II Stormwater Program requirements, and shall be accounted for separately from all other Commission funds.

Dated this _____ day of _____, 2016.

FAYETTEVILLE


Jeff Hawkins _____ NWARPC

**2017 Cost Allocation* of U of A Cooperative Extension Service Regional Stormwater
Education and NWA Regional Planning Commission Stormwater Coordination for NWA
MS4 Jurisdictions**

**MS4 Cost = \$2,000 Base cost + (Remaining Program Cost x % NWA Urbanized Area Population)
Using 2010 US Census Urban Block Data for the 22 MS4 Collaborating Jurisdictions**

Jurisdiction	Urbanized Area Population	Total Population	2017 % Urbanized Area Population	2017 \$2,000 Base with % Urbanized Area
Greenland	721	1,294	0.23%	\$2,435.15
Elm Springs	973	1,535	0.31%	\$2,587.24
Cave Springs	969	1,931	0.31%	\$2,584.83
Bethel Heights	2,359	2,372	0.76%	\$3,423.74
Tontitown	71	2,460	0.02%	\$2,042.85
Little Flock	1,742	2,585	0.56%	\$3,051.36
Elkins	1,991	2,648	0.64%	\$3,201.64
Johnson	3,123	3,354	1.01%	\$3,884.84
Prairie Grove	69	4,380	0.02%	\$2,041.64
Pea Ridge	4,298	4,794	1.39%	\$4,593.99
Farmington	4,964	5,974	1.60%	\$4,995.95
Lowell	6,574	7,327	2.12%	\$5,967.64
Centerton	9,135	9,515	2.95%	\$7,513.30
Siloam Springs	14,760	15,115	4.76%	\$10,908.18
Bella Vista	22,841	26,461	7.37%	\$15,785.35
U of A	5,801	27,503	1.87%	\$5,501.11
Bentonville	33,801	35,301	10.91%	\$22,400.10
Washington County [‡]	1,868	203,065	0.60%	\$3,127.40
Benton County [‡]	5,339	221,339	1.72%	\$5,222.28
Rogers	54,897	58,895	17.72%	\$35,132.28
Springdale	68,088	70,747	21.98%	\$43,093.52
Fayetteville	65,457	73,580	21.13%	\$41,505.61
Program Totals	309,841		100.00%	\$231,000.00

Note: Budget year runs from January 1 through December 31 of each calendar year

* These dollar breakouts assume all jurisdictions participate

‡ Total population reflects the total county population including all incorporated areas

A. Minimum Control Measure #1:

Public Education and Outreach on Stormwater Impacts

Permit Requirements: Regulation 40 CFR 122.34(b)(1): “The permittee must implement a public education program to distribute educational materials to the community or conduct equivalent outreach activities about the impacts of stormwater discharges on water bodies and the steps that the public can take to reduce pollutants in stormwater runoff.”

Decision Process

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group. We also have representation on the NWA Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

Applicable Public Education/Outreach BMPs

Develop and distribute electronic and printed educational materials

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, materials will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Examples may include fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs.

Measureable Goals:

A minimum of 20 electronic and printed educational materials will be developed.

The number of educational materials distributed will be documented.

MS4 Stormwater Compliance Group and Education Steering Committee meetings attendance will be documented.

Create displays and staff educational booths

Displays highlighting the annual topics of emphasis will be created and set up/staffed at libraries, banks, schools, local festivals, county fairs, etc.

Measureable Goal:

Stormwater displays will be created and used at a minimum of 5 events/locales

Conduct stormwater programs for adult audiences

Educational presentations will be given to illustrate stormwater dynamics, identify potential pollutants and pathways, describe techniques to reduce stormwater pollution and encourage voluntary BMP implementation according to the annual topic/audience emphases outlined in the SWMP.

Measureable Goal:

At least 10 stormwater education programs will be conducted for adult audiences

Conduct hand-on youth stormwater/water quality education programs

Educational programs for school youth will focus on the water cycle, watersheds, stormwater dynamics, water quality and pollution prevention using the EnviroScape surface runoff model, groundwater simulator, hands-on exercises from Project WET, Project WILD, and Project Learning Tree and creekside classrooms. Programs conducted will support the Arkansas State Frameworks/Common Core required curriculum.

Measureable Goals:

At least 20 stormwater education programs will be conducted for youth audiences

Responsible Party

The Northwest Arkansas Regional Planning and the University of Arkansas Cooperative Extension Service has contracted with the municipality to be responsible for the development and implementation of the public education efforts. A copy of that agreement is included in this plan.

Performance Standard:

Urban stormwater outreach/education programs will reach at least 32,729 residents (50% of the urbanized area population).

**Minimum Control Measure #1:
5 Year Implementation Schedule**

2015	2016	2017	2018	2019
<i>Topic Emphases:</i> Yard and garden management	<i>Topic Emphasis:</i> Automotive maintenance	<i>Topic Emphasis:</i> Septic system and pool maintenance	<i>Topic Emphasis:</i> Litter/trash management	<i>Topic Emphasis:</i> Irrigation management to minimize runoff/disconnecting impervious surfaces
<i>Target Audience:</i> Homeowners and garden enthusiasts	<i>Target Audience:</i> Vehicle owners	<i>Target Audience:</i> Homeowners with septic systems/pools	<i>Target Audience:</i> General public, homeowners	<i>Target Audience:</i> Homeowners and businesses with irrigation systems and guttering
<i>Rationale:</i> Improper yard waste disposal can clog storm drains and excess fertilizer and pesticide applications can contaminate stormwater with nutrients and chemicals	<i>Rationale:</i> Leaking automotive fluids and washing vehicles on paved surfaces allow oil, grease and chemicals to be carried in stormwater to local waterways	<i>Rationale:</i> Malfunctioning septic systems, improper handling and disposal of pool chemicals and emptying chlorinated pool water can impact stormwater quality	<i>Rationale:</i> Improper handling and disposal of litter can allow it to enter the storm drain system and impact stormwater quality	<i>Rationale:</i> Efficient irrigation conserves water and prevents it from entering the storm drain system while disconnecting impervious surfaces minimizes runoff by enhancing infiltration

B. Minimum Control Measure #2:

Public Involvement/Participation

Permit Requirements: The permittee must, at a minimum, comply with State and local public notice requirements when implementing a public involvement/participation program.

Decision Process

The City of Fayetteville participates in monthly meetings of the NWA Stormwater Compliance Group. We also have representation on the Stormwater Education Steering committee (public membership comprised of diverse backgrounds/interests) convenes at least once each year to review and evaluate program accomplishments and plan next steps. Both groups provide the localized input used to identify critical stormwater issues and target audiences and program methods and public relations strategies.

Applicable BMPs

Engage Residents in Stormwater Policy Development

Input from both the MS4 Stormwater Compliance Group and Education Steering Committee guides the emphases of electronic and printed educational materials. Once topics have been identified, materials will be developed, adapted, and/or gathered for distribution at public meetings, in support of presentations, and with educational displays. Examples may include fact sheets, podcasts, e-learning modules, website content, newsletters, press releases, and PSAs. (This item to be tracked and documented within Public Education/Outreach, MCM #1)

Measureable Goals:

The number of educational/announcements materials distributed will be documented. (see MCM #1)

MS4 Stormwater Compliance Group and Education Steering Committee meetings attendance will be documented. (see MCM #1)

Train and Utilize Volunteer Educators

“Train-the-trainer” processes will be used to engage public volunteers and educators in teaching stormwater and pollution prevention (e.g. Benton and Washington County Master Gardeners, Master Naturalists, LakeSmart Leaders, etc.)

Measureable Goal:

At least 5 train-the-trainer programs will be conducted.

Conduct Public Participation/Involvement Events

Citizen and youth groups will participate in public involvement events (litter pick up, establishing demonstration rain gardens, planting riparian vegetation, stenciling storm drain inlets, etc.).

Measureable Goal:

At least 5 public participation events will be coordinated.

Responsible Parties

The jurisdiction is responsible for the development and implementation of the public involvement and participation efforts, utilizing the services of the University of Arkansas Cooperative Extension Service (contracted through the Northwest Arkansas Regional Planning Commission).

Performance Standard

At least 5 public participation and involvement activities will be conducted.

**Minimum Control Measure #2:
5 Year Implementation Schedule**

2015	2016	2017	2018	2019
<i>Program Emphasis:</i> Engage organizations (such as Master Gardeners, POAs and lawn care/landscaping professionals) to promote stormwater pollution prevention education	<i>Program Emphasis:</i> Engage HHW Collection Centers and automotive shops to promote their vehicle fluid collection	<i>Program Emphasis:</i> Partner with POAs, Health Department and watershed organizations to promote proper septic system function through inspections and regular pumping	<i>Program Emphasis:</i> Coordinate clean up events (potential locations: creek, lake, park, trail or roadway)	<i>Program Emphasis:</i> Partner with the Arkansas Irrigation Association to promote proper irrigation system use/maintenance
<i>Target Audience:</i> Homeowners, lawn care/landscaping professionals	<i>Target Audience:</i> Vehicle owners, automotive maintenance professionals	<i>Target Audience:</i> Homeowners with septic systems or swimming pools	<i>Target Audience:</i> MS4 residents	<i>Target Audience:</i> Homeowners and businesses with irrigation systems
<i>Rationale:</i> Improper management of grass clippings and leaves can clog storm drains and excess fertilizer and pesticide applications can contaminate stormwater with nutrients and chemicals	<i>Rationale:</i> Improper handling/disposal of automotive fluids allow oil, gasoline and other vehicle fluids to be transported in stormwater to local waterways	<i>Rationale:</i> Malfunctioning septic systems, improper handling and disposal of pool chemicals and emptying chlorinated pool water can impact stormwater quality	<i>Rationale:</i> Improper handling and disposal of litter can allow it to enter the storm drain system and impact stormwater quality	<i>Rationale:</i> Efficient irrigation conserves water and prevents it from entering storm drain systems



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0635

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** BY ENACTING A NEW SUBSECTION (4) TO (B) *REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR COMPENSATION*

WHEREAS, an unusual situation has occurred in which a landowner invested money to protect its property from damage from a suspected leak from a city water line; and

WHEREAS, when all usual leak detection methods could not find a leak, but water still infiltrated the property owner's building, City crews excavated the water main and finally located a leak in the service line close enough to the water main to still be considered the City's responsibility; and

WHEREAS, after this line was repaired by the City, the water infiltration problem finally was alleviated; and

WHEREAS, the property owner should be able to file a claim now and potentially receive compensation not only for the actual property damage, but for at least some of the costs it invested in sump pumps and their installation costs to control the water infiltration into its building.

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 § 39.10 **Water and Wastewater Damage Claims** by enacting a new (B)(4) as shown below:

“§ 39.10

(B) (4) When a possible water leak claim has been promptly called to the attention of Water and Sewer staff who initially could not detect or determine the cause of such leak which then caused the property owner to invest in sump pumps and/or other reasonable measures to protect its property, compensation for such property damage prevention efforts may be paid pursuant to this Article if a compensable water leak is later discovered or confirmed by city staff.”

Legistar ID No.: 2016-0635

AGENDA REQUEST FORM

FOR: Council Meeting of December 20, 2016

FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

**AN ORDINANCE TO AMEND § 39.10 WATER AND WASTEWATER
DAMAGE CLAIMS BY ENACTING A NEW SUBSECTION (4) TO (B)
REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR
COMPENSATION**

APPROVED FOR AGENDA:



City Attorney Kit Williams

Dec 5, 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
Paul Becker, Finance Director
Tim Nyander, Utilities Director

FROM: **Kit Williams**, City Attorney

DATE: **December 5, 2016**

RE: **Proposed Amendment to § 39.10 Water and Wastewater Damage Claims**

On June 5, 2012, the City Council passed Ordinance No. 5504 which I had proposed to establish a damage claims procedure concerning "a failure of the municipality owned water or wastewater infrastructure system that results in a trespass into and damages to private property." § 39.10 (A). This section and § 39.11 **Damage Claims Other Than Water and Wastewater Damage Claims** have worked well over the last four years to provide limited, but reasonable, compensation for property damage to citizens even though the City could deny all compensation because of its sovereign immunity.

During this period, a property owner on Mountain Street had suffered water infiltration problems that did not appear tied to rain or weather. Our Water and Sewer maintenance personnel tried to locate a potential leak in the city water main that could cause such a problem. Chlorine tests were run to try to tie this water leak to a city water leak, but those tests failed to establish this was "treated" water. Eventually, the property owner installed sump pumps and did some construction to place these sump pumps where they could catch and pump out this continuing water infiltration.

Because this problem would not go away even in times of very dry conditions and because all normal leak detection tests had failed, City Water and Sewer staff cut through the pavement and dug up the water main for visual inspection. This finally revealed a small leak in the service line near the water main. Although most of a service line running to a house or building is the property owner's responsibility, Water and Sewer staff felt the part of the line that was leaking was so close to the city water main that it should still be the City's responsibility and repaired this leak and reburied the main and service line.

This action finally solved the continual water infiltration problem. When the property owner sought compensation for its expenditures to purchase and properly install two sump pumps, I informed the property owners that such expenditures appeared outside the allowable "cost of cleaning or repair of the damage." § 39.10 (C) (2).

Since the Mayor has expressed his desire to enable the City Council to provide at least some compensation for these expenses, I have drafted a proposed new subsection (B)(4) which under fairly limited circumstances would allow the City Council to compensate a property owner who had to invest in a sump pump because of a city water leak. I have attached the proposed ordinance for your review.

This amendment does not mandate or cause any damage claim to be paid. It would authorize some compensation for the costs of sump pumps and their installation if approved by the Water and Wastewater Director (up to \$8,000.00) or the City Council (up to \$20,000.00). This amendment also would allow compensation even if a formal claim form was not submitted within 30 days because City staff could not detect a leak to justify the property owner submitting a claim form.

39.02—39.09 Reserved

ARTICLE II DAMAGE CLAIMS

39.10 Water and Wastewater Damage Claims

(A) Establishment of Property Damage Claim Compensation Policy.

- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims proximately caused by a failure of the municipally owned water or wastewater infrastructure system that results in a trespass into and damage to private property.

(B) Requirements for Property Damage Claims To Be Eligible for Compensation.

- (1) The cause of the damage must be directly attributed to a failure of municipal infrastructure owned and operated by the Fayetteville Water and Wastewater utility, and cannot be associated with or caused by a private sewer or water connection or service line.
- (2) The failure must not be caused by factors beyond the city's control such as loss of electrical service; flooding of its infrastructure; acts of third parties; failure of claimants to properly maintain protective devices (back flow valves, check valves, clean out caps, etc.); acts of God; and other circumstances beyond the city's control.
- (3) A claim form must be completed in writing and submitted to the Mayor's Office within thirty (30) days of property damage occurrence. Claim forms may be supplemented later with additional information, bills, etc. as allowed by the Utilities Director of the City of Fayetteville. Failure to submit the initial claim form within thirty (30) days of the incident terminates the claimant's opportunity to request compensation.

(C) Limitation of Any Compensation That Might Be Paid.

- (1) Because the City of Fayetteville is protected by sovereign immunity, the city shall pay no compensation for any alleged damage associated with or related to any alleged personal injury (except a medical insurance deductible or co-payment) or any other damage except for property damage.
- (2) Compensation which may be paid for damage to property shall be limited to the cost of cleaning or repair of the damage or, in the event that the cost of cleaning or repair exceeds the fair market value of the subject property, less salvage value, compensation shall be limited to the fair market value of the damaged property less any salvage value. No compensation shall be paid for inconvenience, loss of use, loss of profits or rents, consequential damages, or anything other than cleaning, repair or replacement of property, and, in extreme cases, dislocation expenses not to exceed three (3) days.
- (3) No payment by the city may accrue to the benefit, directly or indirectly, of an insurance carrier, nor for any damage if such is covered by any insurance policy. If the insurance company waives any subrogation right, the city may pay an amount equal to the

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

39.11

deductible already paid by the claimant for a property damage claim. Claimants shall be required to provide documents satisfactory to the city establishing their insurance coverage or lack thereof for any claim.

- (4) The Utilities Department Director may not authorize any payment greater than \$8,000.00 for any claim pursuant to this section. The Mayor may request the City Council to authorize an amount greater than \$8,000.00 by resolution, but in no case shall the city pay more than \$20,000.00 pursuant to this claims procedure for a damage claim related to a water or wastewater utility infrastructure occurrence unless in an extraordinary case the Mayor recommends and the City Council by two-thirds ($\frac{2}{3}$) majority approves an exemption from the \$20,000.00 damage cap and approves a payment up to \$40,000.00.
 - (5) This subsection does not pertain to nor affect in any manner the motor vehicle liability insurance requirements of A.C.A. §21-9-303 nor the claims procedure and limitations to comply with that state law.
- (D) *Discretion of the City.*
- (1) The city acting through its Utilities Department Director has complete and sole discretion whether or not to pay any compensation pursuant to this section if the claimant has properly and timely submitted the claim form and all necessary documentation. This section provides no right to compensation for any claimant, nor any right to appeal to the Mayor or City Council.
- (E) *Release Required if Compensation Paid.*
- (1) If the city offers to pay any compensation pursuant to this section, the claimant must sign a full release to receive the compensation offered by the city.
- (Ord. No. 5504, 6-5-12)

39.11 Damage Claims Other Than Water And Wastewater Damage Claims

- (A) *Establishment of Property Damage Claim Compensation Policy.*
- (1) Without waiving its statutory sovereign immunity, the city establishes the following voluntary policy governing the permissible payment of reasonable compensation for property damage claims (other than water and wastewater) proximately caused by uninsured city vehicles, equipment, infrastructure, or personnel activities. Claims relating to city vehicles which are insured shall be handled by the city's insurance adjustor (currently the Municipal League) except that very small property damage claims may be voluntarily paid by the city if a full release is obtained.
- (B) *Requirements for Property Damage Claims to Be Eligible for Compensation.*
- (1) The cause of the damage must be directly attributed to a malfunction of such uninsured vehicle or equipment, neglect or misuse of such equipment by city personnel, dangerous disrepair of city infrastructure, or other similar situation.



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0609

Agenda Date: 12/20/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED:

AN ORDINANCE TO REPEAL § 74.04 **HITCHHIKING PROHIBITED** AND ENACTING A NEW § 74.04 **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED** AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

WHEREAS, § 74.04 **Hitchhiking Prohibited** is not needed in the Fayetteville Code as A.C.A. § 27-51-1205 **Soliciting Rides** is perfectly adequate and worded more clearly; and

WHEREAS, a replacement § 74.04 **Standing or Walking On A State or Federal Highway Prohibited** is needed to protect the health, welfare and safety of Fayetteville pedestrians and drivers; and

WHEREAS, the safety measures for drivers and for persons within the roadway required by § 74.05 have long effectively preserved the health, safety and welfare of Fayetteville citizens and any persons within the roadway entering or standing within an arterial roadway for a charitable organization or otherwise; and

WHEREAS, these safety measures should be clarified to better conform with recent Federal Court decisions and should also be applied to any individual who may wish to enter or remain within an arterial roadway for the individual's own 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 repeals § 74.04 **Hitchhiking Prohibited** and enacts a new § 74.04 **Standing or Walking on a State or Federal Highway Prohibited** as shown below:

“§ 74.04 **Standing or Walking on a State or Federal Highway Prohibited**

(A) Standing within the roadway of a state or federal highway including within any intersecting roadway within 100 feet of the highway and within the roadway or shoulder of any on or off ramp of an interstate highway is prohibited.

(B) Walking within the roadway of a state or federal highway, within any intersecting roadway within 100 feet of the highway and within the roadway of any on or off ramp of an interstate highway outside a legally established crosswalk or trail crossing is prohibited.

(C) Police, firefighters, emergency personnel and other authorized and governmental maintenance workers are exempt from this section while performing official duties.”

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 74.05 by repealing the current § 74.05 and enacting a slightly amended replacement § 74.05 **Standing or Walking Within The Roadway of Principle Arterials Prohibited Unless Permit Granted** as shown on Exhibit A.

Legistar ID No.: 2016-0609

AGENDA REQUEST FORM

FOR: Council Meeting of December 20, 2016

FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO REPEAL § 74.04 HITCHHIKING PROHIBITED AND ENACTING A NEW § 74.04 STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

APPROVED FOR AGENDA:



City Attorney Kit Williams

Nov 23, 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
Paul Becker, Finance Director
Chief Tabor
Peter Nierengarten, Sustainability & Resilience Director

FROM: **Kit Williams**, City Attorney

DATE: **November 23, 2016**

RE: **Amendment of Solicitation Code Section**

I have been working on revisions of the current § 74.05 **Soliciting From Public Roadways on Sidewalks Prohibited Unless Permit Granted** for a couple of months since recent Federal Court decisions have called into question its constitutionality. After submitting the proposed revisions to the Administration and Police Department, I now have received their approval for a final version (attached) for consideration by the City Council.

Also attached is my memo to the Administration of November 8, 2016 outlining the need for changes to our existing Code (also attached) and what I am now proposing for City Council consideration.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
Don Marr, Chief of Staff
Paul Becker, Finance Director
Chief Tabor
Peter Nierengarten, Sustainability & Resilience Director

FROM: **Kit Williams**, City Attorney

DATE: **November 8, 2016**

RE: **Suggested amendments to § 74.04 and § 74.05 to more constitutionally protect drivers and pedestrian safety on highways and principal arterials**

The absolutist language of Justice Thomas in *Reed v. Town of Gilbert* not only required some changes in cities' sign ordinances, but has spilled over into panhandling and solicitation regulations. Indeed, a decision finding a panhandling ordinance valid in *Norton v. City of Springdale*, 806 F 3d. 411 (7th Cir. 2015) was later reversed in light of *Reed*. The same reversal occurred in the First Circuit initial approval of a panhandling restrictive in *Thayer v. City of Worcester*, 733 F 3d. 60 (2014) which was later vacated by the Supreme Court, 113 S. Ct. 2887 (2015).

The excellent paper submitted by attorneys Fox and Rosequist at the 2016 Annual Conference of International Municipal Lawyers Association described what happened next:

"In light of *Reed*, the district court found the Aggressive Panhandling Ordinance to be a content-based restriction on speech. It found the ordinance regulating the use of traffic islands and roadways failed as well because, although it was content-neutral, it was not sufficiently tailored to meet the government's interest in public safety. The court noted that post-*Reed*, 'municipalities must go back to the drafting

board' and, in doing so, 'define with particularity the threat to the public safety they seek to address, and then enact laws that precisely and narrowly restrict only that conduct which would constitute such a threat.'"

These unfortunate court decisions and the recommendations from the paper's authors have guided my review of our current ordinances and my proposed redrafting of our protections for motorists and pedestrians. The major changes are:

1. Repeal of our current hitchhiking ordinance which is out of date and overbroad. The state law, which may be constitutionally suspect after *Reed*, is still far superior to our city ordinance.
2. I have removed all reference to solicitation in both § 74.04 and § 74.05. To avoid the strict scrutiny test (almost impossible to pass), my proposals only regulate conduct: standing or walking into the roadway of a highway or principal arterial which is justified by substantial and valid safety considerations. Solicitation of drivers, etc. is not a consideration or component of these regulations. State law still bans solicitation on or near a highway A.C.A. § 5-67-107. However, I do not recommend that our police arrest a person on the basis of this questionable law.
3. By limiting its reach to principal arterials with a 35 mph or higher speed limit (and intersecting streets within 100 feet of the arterial), I have attempted to "narrowly tailor" the regulation to provide traffic safety.
4. I expanded the permit allowance from only nonprofit corporations able to provide \$2 million in insurance to individuals who must only provide \$50,000.00 insurance (1/40th of the charity group's required insurance).

As you can see, the vast majority of city streets will not be protected which helps us from a constitutional attack, but may need amendment if traffic safety is impaired in other locations. Keep in mind that the broader the application of regulations in this area, the more susceptible they are to attack.

EXHIBIT A

74.05 – Standing or Walking Within The Roadway of Principle Arterials Prohibited Unless Permit Granted

- (A) No person shall stand within or walk outside a legally established crosswalk or trail crossing into the roadway of a principal arterial or principal arterial parkway with a speed limit of 35 mph or higher unless a permit has first been obtained from the Parking Manager.
- (B) (1) *Charitable Organizations.* The Parking Manager shall issue a permit to stand or walk within the roadway of a principal arterial or principal arterial parkway to any charitable organization that is a valid 501 (c)(3) charitable organization under the Internal Revenue Code that has properly applied for and complied with all requirements of this section. Proof of the valid 501 (c)(3) status must be provided to the Parking Manager.

(2) *Individuals.* A permit shall also be issued to an individual who complies with all requirements of (C) except the required liability coverage amount is reduced to \$50,000.00 for an individual. Such permit to be issued to an individual need not to comply with (D) except for the daily hours limitation and location approval by the Chief of Police or (E), but the permitted individual must comply with all requirements in (F) and (G) of this section. A permit issued to an individual may be valid for up to seven (7) days. As opposed to a charitable organization's members or helpers, every individual not covered by subsection (B) (1) must have applied and received his or her own permit pursuant to (B) (2) to legally walk into or stand in a principal arterial roadway.
- (C) Permit applications must also be accompanied by a fee of \$25.00 and a certificate of insurance signed by an agent authorized to bind coverage indicating that the applicant has obtained, at their sole expense, insurance coverage:
 - (1) That is written by an insurance company with an A- or better rating and is admitted and licensed to do business in the state;
 - (2) That is in full force and effect for the duration of the permit period;
 - (3) That provides \$2,000,000.00 of liability coverage per occurrence with no deductible;
 - (4) That insures the applicant and all persons who will be soliciting;
 - (5) That names the city, its officers, employees and elected representatives as additional insureds; and
 - (6) That is written on an occurrence basis.
- (D) Permits issued under this ordinance shall only be issued for the days of Friday and/or Saturday, and for no hours other than those between 9:00 a.m. and one (1) hour before sunset. Only one (1) permit shall be issued by the city for any particular day or two-day period. Permits may be issued to no organization more than once per calendar year. Permits can be issued for a maximum of two (2) separate locations under one (1) permit, but no permit shall be granted which allows entry within any federal or state highway roadway. An additional permit will be issued if a scheduled event is rained out. The locations must be approved by the Chief of Police. Permit application must be received by the Parking Manager at least thirty (30) days and no more than one year prior to any date in which the applicant is applying to walk or stand within the right of way of a public roadway.
- (E) The city may only issue six total permits for charitable organizations per year on a first come basis.
- (F) Any person who is seeking to stand or walk within a public roadway must be eighteen (18) years of age or older and must wear a fluorescent orange visibility vest or shirt. No such permittee shall impede traffic or make physical contact with any motor vehicle (such as tapping on the window or door).
- (G) The organization or person obtaining a permit shall provide an about eight square foot sign at least 50 feet, but no more than 200 feet from the point where the permittee shall stand or walk into the roadway. The sign must state the name of the organization or person which is standing within or walking into

the roadway. The sign shall be on both sides of the street and placed so that it does not impede traffic. These signs must be in place only during the period of time when the permittee is standing in or walking into the roadway and must be removed during non-permit times. These temporary signs are exempt from Chapter 174 of the Unified Development Code.

74.04 Hitchhiking Prohibited

No person shall solicit a ride from the driver of any private vehicle.
(Code 1965, §19-250; Ord. No. 1447, 6-7-65; Code 1991, §74.04)

74.05 Soliciting From Public Roadways Or Sidewalks Prohibited Unless Permit Granted

- (A) No person shall stand in a public roadway or upon a public sidewalk for the purpose of soliciting a monetary contribution from any occupant of a motor vehicle, unless a permit has first been obtained from the Parking Manager.
- (B) The Parking Manager shall issue a permit to solicit contributions in the public roadway or sidewalk to any charitable organization that is a valid 501 (c)(3) charitable organization under the Internal Revenue Code. Proof of the valid 501 (c)(3) status shall be provided to the Parking Manager.
- (C) Permit applications must also be accompanied by a fee of \$25.00 and a certificate of insurance signed by an agent authorized to bind coverage indicating that the applicant has obtained, at their sole expense, insurance coverage:
 - (1) That is written by an insurance company with an A- or better rating and is admitted and licensed to do business in the state;
 - (2) That is in full force and effect for the duration of the permit period;
 - (3) That provides \$2,000,000.00 of liability coverage per occurrence with no deductible;
 - (4) That insures the applicant and all persons who will be soliciting;
 - (5) That names the city, its officers, employees and elected representatives as additional insureds; and
 - (6) That is written on an occurrence basis.
- (D) Permits issued under this ordinance shall only be issued for the days of Friday and/or Saturday, and for no hours other than those between 9:00 a.m. and one (1) hour before sunset. Only one (1) permit shall be issued by the city for any particular day or two-day period. Permits may be issued to no organization more than once per calendar year. Permits can be issued for a maximum of two (2) separate locations under one (1) permit, but no permit shall be granted which allows solicitation on any federal or state highway. An additional permit will be issued if a scheduled event is rained out. The locations must be approved by the Chief of Police. Permit application must be received by the Parking Manager at least thirty (30) days and no more than one year prior to any date in which the applicant is applying to solicit in the roadway or sidewalk.
- (E) The city may only issue six total permits per year on a first come basis.
- (F) Any person who is soliciting contributions from a motor vehicle while in the roadway, must be eighteen (18) years of age or older and must wear a fluorescent orange visibility vest or shirt. No solicitor shall impede traffic or make physical contact with any motor vehicle (such as tapping on the window or door).

- (G) The organization obtaining a permit shall provide an about eight square foot sign at least 50 feet, but no more than 200 feet from the point of solicitation, which states the name of the organization which is soliciting contributions. The sign shall be on both sides of the street and placed so that it does not impede traffic. These signs must be in place only during active solicitation and must be removed during non-permit times. These temporary signs are exempt from Chapter 174 of the Unified Development Code.

(Code 1965, §19-250.1; Ord. No. 2476, 10-17-78; Code 1991, §74.05; Ord. No. 4731, 7-19-05)

74.06 Blind Pedestrians

- (A) All blind persons traveling along or across the streets of the city shall have the right-of-way over all other traffic on such streets, except at street intersections where traffic lights are maintained. To entitle such persons to the right-of-way, they shall carry a white cane with red tip, or a cane the color of which is predominantly white, or light, or a cane constructed of aluminum or other light-colored metal.
- (B) All traffic on the streets shall yield the right-of-way to blind persons carrying a cane as described in subsection (A) above, except at street intersections where traffic lights are maintained. Anyone failing to yield the right-of-way to such blind pedestrians shall be guilty of a misdemeanor and subject to a fine as set forth in §74.99.

(Code 1965, §19-251; Ord. No. 1447, 6-7-65; Code 1991, §74.06)

74.07 Duty Of Drivers To Exercise Care With Regard To Pedestrians

Notwithstanding the provisions of this chapter, every driver of a vehicle shall exercise due care to avoid colliding with any pedestrian upon any roadway and shall give warning by sounding the horn when necessary and shall exercise proper precaution upon observing any child or any confused or incapacitated person upon a roadway.

(Code 1965, §19-252; Ord. No. 1447, 6-7-65; Code 1991, §74.07)

74.08 Use Of Skates, Coasters And The Like; Clinging To Vehicles

- (A) No person upon roller skates or riding in or by means of any coaster, toy vehicle or similar device shall go upon any roadway except while crossing a street on a crosswalk and, when so crossing, such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians.
- (B) No person riding upon any coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

(Code 1965, §§19-18, 19-20; Ord. No. 1447, 6-7-65)

74.09—74.98 Reserved

74.99 Penalty

- (A) Whoever violates any provision of this chapter for which no penalty is otherwise provided shall be fined as set forth in §10.99.

Agenda Session - 1 Change

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 13, 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

1. 2016-0565

ALDERMAN MARTIN W. SCHOPPMAYER JR. RECOGNITION

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

✓ A. Consent:

A. 1 2015-0661

APPROVAL OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0621

FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100.00 REPRESENTING DONATION REVENUE FROM NEWK'S EATERY TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments:

FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE

BA FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE

A. 3 2016-0528**2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2016 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM 50/50 MATCHING GRANT AWARD IN THE TOTAL AMOUNT OF \$186,496.00, OF WHICH \$67,680.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$73,696.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$45,120.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD
 BA_2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD

A. 4 2016-0611**2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD
 BA_2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD

A. 5 2016-0612**FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$63,682.00 RECOGNIZING REVENUE ASSOCIATED WITH FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

Attachments: FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES
 BA_FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

A. 6 2016-0632**2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:**

A RESOLUTION TO APPROVE THE EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH WASHINGTON COUNTY, ARKANSAS INCREASING THE BOOKING FEE FROM \$60.00 TO \$62.00 PER PRISONER IN 2017

Attachments: 2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT

A. 7 2016-0618**FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,515.00 RECOGNIZING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER RECOGNITION

Attachments: FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE
 BA FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE

A. 8 2016-0619**DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:**

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

Attachments: DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY
 DISTRICT COURT
 City Attorney Memo District Court Fines

A. 9 2016-0537**BID 16-50 PIANALTO CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. 16-50 AND AUTHORIZE A CONTRACT WITH PIANALTO CONSTRUCTION, INC. OF TONTITOWN, ARKANSAS IN THE AMOUNT OF \$156,937.00 FOR CONSTRUCTION OF THE TRANSPORTATION SALT STORAGE FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00

Attachments: BID 16-50 PIANALTO CONSTRUCTION

A. 10 2016-0608**ANIMAL SERVICES DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$27,167.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FROM APRIL THROUGH OCTOBER 2016

Attachments: ANIMAL SERVICES DONATION REVENUE
 BA ANIMAL SERVICES DONATION REVENUE

A. 11 2016-0624**HOGWASH CARWASH, LLC:**

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH HOGWASH CARWASH, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF EAST HUNTSVILLE ROAD BETWEEN SOUTH ERIKA AVENUE AND SOUTH SEVEN HILLS DRIVE AT A TOTAL COST OF \$8,232.00

Attachments: HOGWASH CARWASH, LLC

A. 12 2016-0626**MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:**

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5
 BA MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5

A. 13 2016-0551**CITY HALL AUDIO-VISUAL RENOVATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,921.00 CONSOLIDATING THREE PROJECT ACCOUNTS RELATED TO THE CITY HALL AUDIO-VISUAL RENOVATION PROJECT AND TO APPROVE A CHANGE ORDER FOR ACCOUNTING PURPOSES

Attachments: CITY HALL AUDIO-VISUAL RENOVATION
 BA BUDGET ADJUSTMENT FORM LEGISTAR 3 SMC2

A. 14 2016-0628**BID NO. 16-63 T-N-T, INC.:**

A RESOLUTION TO AWARD BID NO. 16-63 AND AUTHORIZE A CONTRACT WITH T-N-T, INC. OF VAN BUREN, ARKANSAS IN THE AMOUNT OF \$97,560.00 FOR CONSTRUCTION OF AN ACCESS DRIVE, CURB AND GUTTER, AND PARKING IMPROVEMENTS AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,756.00

Attachments: BID NO. 16-63 T-N-T, INC.

A. 15 2016-0630**RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:**

NB
#1
A RESOLUTION TO AWARD RFP NO. 16-08 AND AUTHORIZE A CONTRACT WITH ACS PLAYGROUND ADVENTURES, INC. IN THE AMOUNT OF \$506,500.00 FOR THE DEMOLITION AND REMOVAL OF OLD PLAYGROUND EQUIPMENT AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT, INCLUDING THE DAVID LYLE BAYYARI MUSIC PLAYGROUND, AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,650.00

Attachments: RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.

A. 16 2016-0617**PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):**

A RESOLUTION TO APPROVE A MASTER STREET PLAN AMENDMENT TO REMOVE A PORTION OF AN UNNAMED, UNBUILT PROPOSED COLLECTOR STREET FROM PERSIMMON AVENUE TO HOLLAND DRIVE

Attachments: PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II)

A. 17 2016-0610**COMPENSATION FOR ELECTED OFFICIALS:**

A RESOLUTION TO ALLOW THE CITY ATTORNEY AS ALL OTHER CITY EMPLOYEES WHO HAVE ATTAINED THEIR TOP SALARY RANGE TO RECEIVE A ONE TIME SERVICE AWARD

Attachments: COMPENSATION FOR ELECTED OFFICIALS

B. Unfinished Business:**B. 1** 2016-0445**APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:**

A RESOLUTION TO GRANT THE APPEAL OF TIM BRISIEL OF LEGACY VENTURES AND TO APPROVE LARGE SCALE DEVELOPMENT 16-5488 MACEY DRIVE TOWNHOMES

Attachments: APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES

At the October 18, 2016 City Council Meeting this resolution was tables to November 1, 2016. At the November 1, 2016 City Council Meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council Meeting this resolution was tabled to December 6, 2016. At the December 6, 2016 City Council Meeting this resolution was tabled to December 20, 2016.

B. 2 2016-0520**AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351
COMPOSITION:**

AN ORDINANCE TO AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION OF ARTICLE XXIII ACTIVE TRANSPORTATION ADVISORY COMMITTEE OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

(LEFT ON THE SECOND READING)

Attachments: AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION

At the December 6, 2016 City Council Meeting this ordinance was left on the second reading. At the November 15, 2016 City Council Meeting this ordinance was left on the first reading.

B. 3 2016-0525**VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES):**

AN ORDINANCE TO APPROVE VAC 16-5582 SUBMITTED BY ANDREA FOURNET TO VACATE THE UNBUILT PIKE STREET RIGHT-OF-WAY BETWEEN HIGHLAND AND POLLARD AVENUE

(LEFT ON FIRST READING)

Attachments: VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES)

At the December 6, 2016 City Council Meeting this ordinance was left on first reading.

C. New Business:

C. 1 2016-0604**THE BELFORD GROUP:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE (1) YEAR CONTRACT WITH THE BELFORD GROUP WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR TERMS TO PROVIDE ONLINE RECREATION PROGRAM REGISTRATION AND PAVILION RESERVATIONS TO RESIDENTS AND VISITORS AT NO COST TO THE CITY

Attachments: THE BELFORD GROUP

C. 2 2016-0613**STORMWATER EDUCATION AGREEMENT:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

Attachments: STORMWATER EDUCATION AGREEMENT

C. 3 2016-0635**AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:**

AN ORDINANCE TO AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS BY ENACTING A NEW SUBSECTION (4) TO (B) *REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR COMPENSATION*

Attachments: AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS

C. 4 2016-0609**STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED:**

AN ORDINANCE TO REPEAL § 74.04 **HITCHHIKING PROHIBITED** AND ENACTING A NEW § 74.04 **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED** AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

Attachments: STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED

D. City Council Agenda Session Presentations:**E. City Council Tour:****F. Announcements:****G. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment then queue behind the podium. When the Mayor or Chair recognizes you, approach the podium and give your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn at the microphone for discussion of an agenda item.

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

Old Business and New Business:

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

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. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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.

Pre Agenda Meeting 12-7-16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, December 13, 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

✓ 2016-0565

ALDERMAN MARTIN W. SCHOPPMAYER JR. RECOGNITION

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

✓1 2015-0661

APPROVAL OF THE DECEMBER 6, 2016 CITY COUNCIL MEETING MINUTES.

✓2 2016-0621

FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$100.00 REPRESENTING DONATION REVENUE FROM NEWK'S EATERY TO THE FAYETTEVILLE FIRE DEPARTMENT FOR THE ANNUAL EMPLOYEE SERVICE AWARDS EVENT

Attachments: FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE
BA_FAYETTEVILLE FIRE DEPARTMENT DONATION REVENUE

A/3 2016-0528**2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2016 BODY-WORN CAMERA PILOT IMPLEMENTATION PROGRAM 50/50 MATCHING GRANT AWARD IN THE TOTAL AMOUNT OF \$186,496.00, OF WHICH \$67,680.00 WILL BE USED BY THE FAYETTEVILLE POLICE DEPARTMENT, WITH \$73,696.00 TO BE DISBURSED TO THE CITY OF SPRINGDALE AND \$45,120.00 TO WASHINGTON COUNTY, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWARD
BA_2016 BODY WORN CAMERA IMPLEMENTATION PROGRAM GRANT AWA

A/4 2016-0611**2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A NON-MATCHING GRANT FROM THE INTERNET CRIMES AGAINST CHILDREN TASK FORCE PROGRAM IN THE AMOUNT OF \$10,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD
BA_2016 INTERNET CRIMES AGAINST CHILDREN (ICAC) GRANT AWARD

A/5 2016-0612**FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$63,682.00 RECOGNIZING REVENUE ASSOCIATED WITH FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

Attachments: FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES
BA_FEDERAL AND STATE LAW ENFORCEMENT FORFEITURES

A/6 2016-0632**2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT:**

A RESOLUTION TO APPROVE THE EIGHTH AMENDED INTERLOCAL AGREEMENT FOR JAIL SERVICES WITH WASHINGTON COUNTY, ARKANSAS INCREASING THE BOOKING FEE FROM \$60.00 TO \$62.00 PER PRISONER IN 2017

Attachments: 2017 JAIL SERVICES AMENDED INTERLOCAL AGREEMENT

A.7 2016-0618**FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$2,515.00 RECOGNIZING DONATION REVENUE TO THE FAYETTEVILLE POLICE DEPARTMENT IN SUPPORT OF OFFICER RECOGNITION

Attachments: FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE
BA FAYETTEVILLE POLICE DEPARTMENT DONATION REVENUE

A.8 2016-0619**DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON COUNTY DISTRICT COURT:**

A RESOLUTION TO DESIGNATE THE WASHINGTON COUNTY DISTRICT COURT, FAYETTEVILLE DEPARTMENT CLERK TO BE PRIMARILY RESPONSIBLE FOR THE COLLECTION OF FINES ASSESSED IN THIS COURT

Attachments: DESIGNATION OF COLLECTOR OF FINES ASSESSED IN THE WASHINGTON C
City Attorney Memo District Court Fines

A.9 2016-0537**BID 16-50 PIANALTO CONSTRUCTION:**

A RESOLUTION TO AWARD BID NO. 16-50 AND AUTHORIZE A CONTRACT WITH PIANALTO CONSTRUCTION, INC. OF TONTITOWN, ARKANSAS IN THE AMOUNT OF \$156,937.00 FOR CONSTRUCTION OF THE TRANSPORTATION SALT STORAGE FACILITY, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$30,000.00

Attachments: BID 16-50 PIANALTO CONSTRUCTION

A. ✓ 2016-0608

ANIMAL SERVICES DONATION REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$27,167.00 REPRESENTING DONATION REVENUE TO ANIMAL SERVICES FROM APRIL THROUGH OCTOBER 2016

Attachments: ANIMAL SERVICES DONATION REVENUE
 BA _ANIMAL SERVICES DONATION REVENUE

A. ✓ 2016-0624

HOGWASH CARWASH, LLC:

A RESOLUTION TO APPROVE A 50/50 COST SHARE AGREEMENT WITH HOGWASH CARWASH, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF EAST HUNTSVILLE ROAD BETWEEN SOUTH ERIKA AVENUE AND SOUTH SEVEN HILLS DRIVE AT A TOTAL COST OF \$8,232.00

Attachments: HOGWASH CARWASH, LLC

A. ✓ 2016-0626

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT NO. 5:

A RESOLUTION TO APPROVE AMENDMENT NO. 5 TO THE CONTRACT WITH MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC IN THE AMOUNT OF \$20,000.00 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

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMENT N
 BA_MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, PLLC AMENDMEI

A. ✓ 2016-0551

CITY HALL AUDIO-VISUAL RENOVATION:

Attachments: 2016-0551 Sub-Master Combo2
 BA_BUDGET_ADJUSTMENT_FORM_LEGISTAR_3_SMC2

A. ✓ 2016-0628**BID NO. 16-63 T-N-T, INC.:**

A RESOLUTION TO AWARD BID NO. 16-63 AND AUTHORIZE A CONTRACT WITH T-N-T, INC. OF VAN BUREN, ARKANSAS IN THE AMOUNT OF \$97,560.00 FOR CONSTRUCTION OF AN ACCESS DRIVE, CURB AND GUTTER, AND PARKING IMPROVEMENTS AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$9,756.00

Attachments: BID NO. 16-63 T-N-T, INC.

A. ✓ 2016-0630**RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.:**

A RESOLUTION TO AWARD RFP NO. 16-08 AND AUTHORIZE A CONTRACT WITH ACS PLAYGROUND ADVENTURES, INC. IN THE AMOUNT OF \$506,500.00 FOR THE DEMOLITION AND REMOVAL OF OLD PLAYGROUND EQUIPMENT AND INSTALLATION OF NEW PLAYGROUND EQUIPMENT, INCLUDING THE DAVID LYLE BAYYARI MUSIC PLAYGROUND, AT WILSON PARK, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,650.00

Attachments: RFP NO. 16-08 ACS PLAYGROUND ADVENTURES, INC.

B. Unfinished Business:**BVI ✓ 2016-0445****APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES:**

A RESOLUTION TO GRANT THE APPEAL OF TIM BRISIEL OF LEGACY VENTURES AND TO APPROVE LARGE SCALE DEVELOPMENT 16-5488 MACEY DRIVE TOWNHOMES

Attachments: APPEAL OF LSD 16-5488 THE MACEY DRIVE TOWNHOMES

* At the December 6, 2016 City Council Meeting this resolution was tabled to December 20, 2016. At the October 18, 2016 City Council Meeting this resolution was tables to November 1, 2016. At the November 1, 2016 City Council Meeting this resolution was tabled to November 15, 2016. At the November 15, 2016 City Council Meeting this resolution was tabled to December 6, 2016.

B. 2 2016-0520

**AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351
COMPOSITION:**

AN ORDINANCE TO AMEND § 33.350 **PURPOSE AND ESTABLISHMENT** AND § 33.351 **COMPOSITION** OF ARTICLE XXIII **ACTIVE TRANSPORTATION ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES, TO RECOMMEND THAT THE CITY COUNCIL APPOINTEE SHOULD ALSO SERVE ON THE TRANSPORTATION COMMITTEE, AND TO ESTABLISH A TIME FOR THE ELECTION OF THE COMMITTEE CHAIR

Second
(LEFT ON THE FIRST READING)

Attachments: AMEND § 33.350 PURPOSE AND ESTABLISHMENT AND § 33.351 COMPOSITION

At the December 6, 2016 City Council Meeting this ordinance was left on the second reading.

At the November 15, 2016 City Council Meeting this ordinance was left on the first reading.

B. 3 2016-0525

(LEFT ON 1st Read)

VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES):

AN ORDINANCE TO APPROVE VAC 16-5582 SUBMITTED BY ANDREA FOURNET TO VACATE THE UNBUILT PIKE STREET RIGHT-OF-WAY BETWEEN HIGHLAND AND POLLARD AVENUE

Attachments: VAC 16-5582 (41 E. NORTH ST./ANDONA PROPERTIES)

At the December 6, 2016 City Council Meeting this ordinance was left on first reading.

Furt?

C. New Business:

C/1 2016-0604

THE BELFORD GROUP:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A ONE (1) YEAR CONTRACT WITH THE BELFORD GROUP WITH AN OPTION TO RENEW FOR UP TO FOUR (4) ADDITIONAL ONE (1) YEAR TERMS TO PROVIDE ONLINE RECREATION PROGRAM REGISTRATION AND PAVILION RESERVATIONS TO RESIDENTS AND VISITORS AT NO COST TO THE CITY

Attachments: THE BELFORD GROUP

C/2 2016-0613

STORMWATER EDUCATION AGREEMENT:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING THROUGH 2019 AND APPROVE A ONE-YEAR CONTRACT WITH THE NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION IN THE AMOUNT OF \$41,505.61 FOR A STORMWATER EDUCATION PROGRAM FOR 2017

Attachments: STORMWATER EDUCATION AGREEMENT

C. 3 2016-0617

PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II):

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Attachments: PPL 16-5641 (SE OF PERSIMMON & BROYLES/SLOANBROOKE SD, PH. II)

C. 4 2016-0610

COMPENSATION FOR ELECTED OFFICIALS:

A RESOLUTION TO ALLOW THE CITY ATTORNEY AND CITY CLERK-TREASURER AS ALL OTHER CITY EMPLOYEES WHO HAVE ATTAINED THEIR TOP SALARY RANGE TO RECEIVE A ONE TIME SERVICE AWARD

Attachments: COMPENSATION FOR ELECTED OFFICIALS

✓ 5 2016-0635

AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS:

AN ORDINANCE TO AMEND § 39.10 **WATER AND WASTEWATER DAMAGE CLAIMS** BY ENACTING A NEW SUBSECTION (4) TO (B) *REQUIREMENTS FOR PROPERTY DAMAGE CLAIMS TO BE ELIGIBLE FOR COMPENSATION*

Attachments: AMEND § 39.10 WATER AND WASTEWATER DAMAGE CLAIMS

✓ 6 2016-0609

~~SOLICITATION CODE SECTION AMENDMENT:~~

AN ORDINANCE TO REPEAL § 74.04 **HITCHHIKING PROHIBITED** AND ENACTING A NEW § 74.04 **STANDING OR WALKING ON A STATE OR FEDERAL HIGHWAY PROHIBITED** AND TO AMEND § 74.05 OF THE FAYETTEVILLE CODE TO CLARIFY PERMIT REQUIREMENTS FOR ORGANIZATIONS AND INDIVIDUALS WHO WISH TO WALK OR STAND WITHIN A PRINCIPAL ARTERIAL ROADWAY

Attachments: SOLICITATION CODE SECTION AMENDMENT

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

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