

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 Sarah Bunch
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
August 1, 2017**

A meeting of the Fayetteville City Council was held on August 1, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

1. Distinguished Budget Presentation Award - Presented by Mayor Lioneld Jordan

Agenda Additions

A. Consent:

1. Approval of the July 18, 2017 City Council Meeting Minutes.

Approved

2. **MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:** A resolution to approve a budget adjustment in the amount of \$10,000.00 to allow replacement of fences at the Mount Sequoyah and Baxter Water Tanks.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 146-17

3. **GARVER, LLC AMENDMENT NO. 3:** A resolution to approve Amendment No. 3 to the contract with Garver, LLC in the amount of \$76,970.00 for additional construction management services for the water and sewer relocations associated with Arkansas Highway and Transportation Department project BB0414 - Porter Road-Highway 112/71b widening and interchange improvements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 147-17

4. **BID #17-41 JACK TYLER ENGINEERING, INC.:** A resolution to award bid #17-41 and authorize the purchase of two (2) submersible wastewater pumps from Jack Tyler Engineering, Inc. in the total amount of \$68,736.00 for use at the Noland Wastewater Treatment Plant.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 148-17

5. **BID #17-42 TRUCK CENTERS OF ARKANSAS:** A resolution to award Bid #17-42 and authorize the purchase of two (2) freightliner 114sd dump trucks from Truck Centers of Arkansas in the total amount of \$251,208.00 for use by the Water and Sewer Operations Division.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 149-17

6. **BID #17-43 KRAFTSMAN, INC:** A resolution to award Bid #17-43 and authorize the purchase of two (2) kraftsman hp20t low boy trailers from Kraftsman, Inc. in the total amount of \$32,310.00 for use by the Water and Sewer Operations Division and Transportation Services Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 150-17

7. **LEWIS AUTOMOTIVE GROUP** A resolution to authorize the purchase of a 2018 Ford F150 Crew Cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the amount of \$24,581.00, pursuant to a state procurement contract, for use by the police department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 151-17

8. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment recognizing hazmat services revenue received by the fire department from Washington County in the amount of \$4,094.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 152-17

9. **B-UNLIMITED, INC:** A resolution to approve and certify the participation of B-Unlimited, Inc. in the Arkansas Tax Back Program and to agree to authorize the Arkansas Department of Finance and Administration to refund city sales tax back to B-Unlimited, Inc. for qualified purchases.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 153-17

10. **GARVER, LLC TAXIWAY B WIDENING:** A resolution to approve Task Order No. 9 with Garver, LLC in the amount of \$98,000.00 for design and bidding services related to the Taxiway B Widening and Rehabilitation Project at Drake Field.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 154-17

11. **SURFCO RESTORATION AND CONSTRUCTION, LLC.:** A resolution to approve a three-year lease agreement with Surfco Restoration and Construction, LLC for office space in the airport terminal building at 4500 South School Avenue for rent in the amount of \$411.60 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 155-17

12. **ARKANSAS FASHION WEEK:** A resolution to approve a short-term lease agreement with Arkansas Fashion Week for the airport hangar at 4578 South School Avenue for rent in the amount of \$1,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 156-17

B. Unfinished Business: None

C. New Business:

1. **VAC 17-5867 (858 N. JACKSON ST./PURYEAR):** An ordinance to approve VAC 17-5867 for property located at 858 North Jackson Drive to vacate a portion of a water and sewer easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5989

2. **AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE- THROUGH RESTAURANTS:** An ordinance to amend § 162.01(s) unit 18. gasoline service stations and drive-in/drive-through restaurants to clarify that oil change businesses are included with gasoline service stations.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5990

3. **2017 LIBRARY IMPROVEMENT BONDS:** A resolution to approve a budget adjustment in the amount of \$26,905,000.00 to appropriate proceeds from the 2017 Library Improvement Bonds to fund the Library Improvement Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 157-17

D. City Council Agenda Session Presentations:

E. City Council Tour: None

F. Announcements

Adjournment: 5:57 p.m.

City Council Meeting:

August 1, 2017

Adjourn: 5:57 p.m.

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

7-0

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Kinion</i>			
Consent A. 1- A. 12 <i>146-17</i> <i>156-17</i> <i>Approved</i>	Petty	<i>✓</i>			
	Tennant	<i>Absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>Absent</i>			
	Kinion	<i>✓</i>			
	Mayor Jordan				

6-0

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

Subject:	NONE				
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	Petty				
	Tennant				
	Bunch				
	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

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

Subject:		VAC 17-5867 (858 N. JACKSON ST./PURYEAR)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Long	Long	
Seconded:			Gray	La Tour	
C. 1 New Business 5989 Approved	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	Absent	Absent	Absent	
	Kinion	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:		AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE- THROUGH RESTAURANTS			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Gray	Gray	
Seconded:			La Tour	La Tour	
C. 2 New Business 5990 Approved	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	Absent	Absent	Absent	
	Kinion	✓	✓	✓	
	Mayor Jordan				

6-0

6-0

6-0

Subject:	2017 LIBRARY IMPROVEMENT BONDS				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Gray</i>			
C. 3 New Business <i>157-17</i> <i>Approved</i>	Petty	<i>✓</i>			
	Tennant	<i>Absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>Absent</i>			
	Kinion	<i>✓</i>			
	Mayor Jordan				

6-0

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **August 2, 2017**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 1, 2017**

1. A resolution to approve a budget adjustment in the amount of \$10,000.00 to allow replacement of fences at the Mount Sequoyah and Baxter water tanks.
2. A resolution to approve Amendment No. 3 to the contract with Garver, LLC in the amount of \$76,970.00 for additional construction management services for the water and sewer relocations associated with Arkansas Highway and Transportation Department Project BB0414 - Porter Road-Highway 112/71B widening and interchange improvements.
3. A resolution to award bid #17-41 and authorize the purchase of two (2) submersible wastewater pumps from Jack Tyler Engineering, Inc. in the total amount of \$68,736.00 for use at the Noland Wastewater Treatment Plant.
4. A resolution to award bid #17-42 and authorize the purchase of two (2) Freightliner 114SD dump trucks from Truck Centers of Arkansas in the total amount of \$251,208.00 for use by the Water and Sewer Operations Division.
5. A resolution to award bid #17-43 and authorize the purchase of two (2) Kraftsman HP20T Low Boy trailers from Kraftsman, Inc. in the total amount of \$32,310.00 for use by the Water and Sewer Operations Division and Transportation Services Department.
6. A resolution to authorize the purchase of a 2018 Ford F150 Crew Cab 4x2 from Lewis Automotive Group of Fayetteville, Arkansas in the amount of \$24,581.00, pursuant to a State Procurement Contract, for use by the Police Department.
7. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$4,094.00 and increasing the related expense budget.

8. A resolution to approve and certify the participation of B-Unlimited, Inc. in the Arkansas Tax Back Program and to agree to authorize the Arkansas Department of Finance and Administration to refund City Sales Tax back to B-Unlimited, Inc. for qualified purchases.
9. A resolution to approve task order no. 9 with Garver, LLC in the amount of \$98,000.00 for design and bidding services related to the Taxiway B widening and rehabilitation project at Drake Field.
10. A resolution to approve a three-year lease agreement with Surfco Restoration and Construction, LLC for office space in the airport terminal building at 4500 South School Avenue for rent in the amount of \$411.60 per month.
11. A resolution to approve a short-term lease agreement with Arkansas Fashion Week for the airport hangar at 4578 South School avenue for rent in the amount of \$1,000.00.
12. An ordinance to approve VAC 17-5867 for property located at 858 North Jackson Drive to vacate a portion of a water and sewer easement.
13. An ordinance to amend § 162.01(s) Unit 18. Gasoline Service Stations and Drive-In/Drive-Through Restaurants to clarify that oil change businesses are included with gasoline service stations.
14. A resolution to approve a budget adjustment in the amount of \$26,905,000.00 to appropriate proceeds from the 2017 Library Improvement Bonds to fund the Library Improvement Project.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, August 1, 2017

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
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

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

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****1. [2017-0390](#)**

DISTINGUISHED BUDGET PRESENTATION AWARD - PRESENTED BY MAYOR
LIONELD JORDAN

Agenda Additions:**A. Consent:****A. 1 [2016-0580](#)**

APPROVAL OF THE JULY 18, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0333](#)**MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$10,000.00 TO ALLOW REPLACEMENT OF FENCES AT THE MOUNT SEQUOYAH
AND BAXTER WATER TANKS

Attachments:

[MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT](#)

[BA_MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT](#)

A. 3 [2017-0354](#)**GARVER, LLC AMENDMENT NO. 3:**

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE WATER AND SEWER RELOCATIONS ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

Attachments: [GARVER LLC AMENDMENT 3](#)

A. 4 [2017-0376](#)**BID #17-41 JACK TYLER ENGINEERING, INC.:**

A RESOLUTION TO AWARD BID #17-41 AND AUTHORIZE THE PURCHASE OF TWO (2) SUBMERSIBLE WASTEWATER PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$68,736.00 FOR USE AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments: [JACK TYLER ENGINEERING INC](#)

A. 5 [2017-0372](#)**BID #17-42 TRUCK CENTERS OF ARKANSAS:**

A RESOLUTION TO AWARD BID #17-42 AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER 114SD DUMP TRUCKS FROM TRUCK CENTERS OF ARKANSAS IN THE TOTAL AMOUNT OF \$251,208.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID #17-42 TRUCK CENTERS OF ARKANSAS](#)

A. 6 [2017-0373](#)**BID #17-43 KRAFTSMAN, INC.:**

A RESOLUTION TO AWARD BID #17-43 AND AUTHORIZE THE PURCHASE OF TWO (2) KRAFTSMAN HP20T LOW BOY TRAILERS FROM KRAFTSMAN, INC. IN THE TOTAL AMOUNT OF \$32,310.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION AND TRANSPORTATION SERVICES DEPARTMENT

Attachments: [BID 17-43 KRAFTSMAN, INC.](#)

A. 7 [2017-0374](#)**LEWIS AUTOMOTIVE GROUP:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 FORD F150 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$24,581.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)

A. 8 [2017-0375](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,094.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

A. 9 [2017-0386](#)**B-UNLIMITED, INC.:**

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

Attachments: [B-UNLIMITED, INC.](#)

A. 10 [2017-0385](#)**GARVER, LLC TAXIWAY B WIDENING:**

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH GARVER, LLC IN THE AMOUNT OF \$98,000.00 FOR DESIGN AND BIDDING SERVICES RELATED TO THE TAXIWAY B WIDENING AND REHABILITATION PROJECT AT DRAKE FIELD

Attachments: [GARVER, LLC TAXIWAY B WIDENING:](#)

A. 11 [2017-0392](#)**SURFCO RESTORATION AND CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SURFCO RESTORATION AND CONSTRUCTION, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$411.60 PER MONTH

Attachments: [SURFCO RESTORATION AND CONSTRUCTION, LLC](#)

A. 12 [2017-0395](#)**ARKANSAS FASHION WEEK:**

A RESOLUTION TO APPROVE A SHORT TERM LEASE AGREEMENT WITH ARKANSAS FASHION WEEK FOR THE AIRPORT HANGAR AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,000.00

Attachments: [ARKANSAS FASHION WEEK](#)

B. Unfinished Business: None**C. New Business:****C. 1** [2017-0383](#)**VAC 17-5867 (858 N. JACKSON ST./PURYEAR):**

AN ORDINANCE TO APPROVE VAC 17-5867 FOR PROPERTY LOCATED AT 858 NORTH JACKSON DRIVE TO VACATE A PORTION OF A WATER AND SEWER EASEMENT

Attachments: [VAC 17-5867 \(858 N. JACKSON ST./PURYEAR\)](#)

C. 2 [2017-0402](#)**AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS:**

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

Attachments: [AMEND 162.01 \(S\) UNIT 18](#)

C. 3 [2017-0394](#)**2017 LIBRARY IMPROVEMENT BONDS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$26,905,000.00 TO APPROPRIATE PROCEEDS FROM THE 2017 LIBRARY IMPROVEMENT BONDS TO FUND THE LIBRARY IMPROVEMENT PROJECT

Attachments: [2017 LIBRARY IMPROVEMENT BONDS](#)
 [BA_2017 LIBRARY IMPROVEMENT BONDS](#)

D. City Council Agenda Session Presentations:**E. City Council Tour: None****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.

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.

Unfinished 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 a City Council member 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 unfinished 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 City Council member and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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

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

A copy of the complete City Council agenda is available on our website at www.fayetteville-ar.gov or in the Office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas (479) 575-8323.

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

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 Sarah Bunch
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
July 18, 2017**

A meeting of the Fayetteville City Council was held on July 18, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

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

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

2016 Audit Report - Paul Becker.

Paul Becker, Chief Financial Officer gave a brief summary of the 2016 Audit Report. He stated the 2016 Financial Audit and Comprehensive Report has been published for the year ending December 31, 2016. We have a clean opinion, with no significant findings, and no material weakness found by our external auditor.

Agenda Additions: None

Consent:

Approval of the July 6, 2017 City Council Meeting Minutes.

Approved

Fayetteville Police Department Ammunition: A resolution to approve the purchase of ammunition as needed by the Fayetteville Police Department from various manufacturers, pursuant to the State of Arkansas ammunition contract, through January 22, 2018 and as renewed by the state for up to four additional one year terms.

Resolution 138-17 as recorded in the office of the City Clerk

Rupple Meadows Subdivision Street Improvements: A resolution to approve a budget adjustment in the amount of \$72,321.00 as the developer's share to widen Rupple Road, install storm water drainage and construct a trail at the total cost of \$143,973.20.

Resolution 139-17 as recorded in the office of the City Clerk

Special Needs Assistance Program (SNAP) Grant: 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 \$305,348.00 for the city to administer programs to assist homeless Fayetteville residents, and to approve a budget adjustment.

Resolution 140-17 as recorded in the office of the City Clerk

Kimbel Mechanical Systems, Inc.: A resolution to approve and certify the participation of Kimbel Mechanical Systems, Inc. in the Arkansas tax back program and to agree to authorize the Arkansas Department of Finance and Administration to refund city sales tax back to Kimbel Mechanical Systems, Inc. for qualified purchases.

Resolution 141-17 as recorded in the office of the City Clerk

Taxiway B Widening and Rehab Grant Offer: A resolution to authorize Mayor Jordan to accept a 90/10 matching grant from the Federal Aviation Administration to provide funding in the amount of \$137,520.00 for the Taxiway B Widening and Rehabilitation project at Drake Field, and to approve a budget adjustment.

Resolution 142-17 as recorded in the office of the City Clerk

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

Unfinished Business:

RZN 17-5803: (E. Of Old Missouri Rd. & Rolling Hills Dr. Keenan): An ordinance to rezone that property described in rezoning petition RZN 17-5803 for approximately 10.86 acres located east of the intersection of Old Missouri Road and Rolling Hills Drive from RSF-4, Residential Single Family, 4 units per acre to NS-G, Neighborhood Services, General. *At the July 6, 2017 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 Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director stated one point of clarification I would like to add is that there has been some misinformation that this project would be leading to the development of Rolling Hills extension through the property and that is not the case. This is simply a rezoning to change the zoning map from RSF-4 to NS-G, Neighborhood Services. It is a zoning decision we are not looking at development.

Alderman Tennant thanked the Council members for letting the item set for a couple of weeks and for coming out to the tour. He stated this piece of land and rezoning is worth taking our time. He also thanked city staff for the clarification and asked city staff to clarify for the record, this rezoning is in no way tied to any sort of work on Rolling Hills or any sort of plans that may or may not even be in the future for any changes in Rolling Hills Drive.

Andrew Garner: That's correct.

Alderman Tennant: This spot is a good thing for us to do, but we also need to pay attention to the intersection itself. I will be looking to push for some changes to that intersection and improvements for pedestrian's. This is not the entire piece of property. I think we did our due diligence. I will be in favor of this particular rezoning.

Alderman Bunch: I'm glad we took time to go out and visit the site as well. On this piece of property, I think a rezoning is in order. If we rezone this, I think it can allow the type of development that would benefit the neighborhood and make it a more walkable neighborhood. It's a good rezone and it ties in nicely at some point down the road with adding a light or stop sign there. I will be in support of this tonight.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 5987 as Recorded in the office of the City Clerk

New Business:

Boston Mountain Solid Waste District: A resolution to approve a one year contract with the Boston Mountain Solid Waste District in the amount of \$36,790.00 with automatic renewals for up to five additional one year terms based on a rate of fifty cents per resident per year for Solid Waste Services provided to the City of Fayetteville as a member of the district.

Jeff Coles, Recycling and Trash Collection Director gave a brief description of the resolution. The Purchasing Division recently brought to the attention of staff that the local contributions paid to the Boston Mountain Solid Waste District were over the threshold of \$20,000 and needed to be approved through City Council to be paid. These contributions have been paid by the City since the inception of the fees and the District in the early 90's. This is now coming to the City Council, to be in compliance with City policies regarding payments over \$20,000.

Louise Mann, 629 Gray Avenue: Has this been an automatic renewal in the past?

Jeff Coles: Yes, this was adopted as a resolution by the board and district in 1993. That was the mechanism that kept this in place. This is to be in compliance with our purchasing policies.

Louise Mann: I encourage you to review closely the budget for the Boston Mountain Solid Waste District before handing over this money. I know Robyn well; I know she does good work and I trust her. However, a solid waste district that spends half a million dollars on an office building while allowing one of the best tiny town recycling facilities to be closed may need to review priorities. The St. Paul or Dutton Facility has allowed citizens to not only quit burning or filling hollers with their waste, it has also encouraged people to take responsibility for their discards and physically handle them.

Robyn Reed, Boston Mountain Solid Waste District: Thanked the City Council for taking the time to hear the resolution and for supporting them in the many ways that the City does. The St. Paul issue is a Madison County issue. Their County Judge and staff evaluated it, there has been a lot of discussion, and the center has not been closed completely they're adjusting hours.

Alderman La Tour: You have a new building?

Robyn Reed: We are in the design phases and we have a meeting tomorrow with a construction manager. Hopefully we will start building one soon. I believe you have been out to our facility before and it is pretty old, ran down, passed its age, half the outlets don't work and we have a lot of critters inside, including a snake in my office last year. We are really excited about having a new facility.

Alderman La Tour: Congratulations.

Robyn Reed: Thank you.

Alderman Kinion: This has been to the Water, Sewer and Solid Waste Committee and was reviewed. We looked at the services that were offered specifically to the City of Fayetteville and the relationship that we have with the Boston Mountain Solid Waste District, as well as our responsibility to stay in compliance. It has been reviewed and supported by the Solid Waste Committee.

Alderman Long: What are the amounts previously paid in the past years?

Don Marr, Chief of Staff: It's the same per capita rate fifty cents per resident.

Robyn Reed: It's been the same since 1994.

Alderman Long: Do we know the exact amount per year?

Robyn Reed: I believe the resolution has \$36,790.00.

Don Marr: That's the current. I would have to go back and get the populations for you in those other times.

Robyn Reed: It's based off the 2010 population census.

Alderman La Tour: Don, the fifty cents assessment per capita, is that passed on to our citizens on their water bill?

Don Marr: I believe all our fees are in our rates studies when we do them. Remember this is a rate study that hasn't been updated since 1992 and will be on your agenda in the coming last quarter of this year. It would be included in that along with any other capital requirements.

Alderman La Tour: This is a fee that the people of Fayetteville pay every month and it may be a good investment.

Robyn Reed: I will go into services that we provide, that I feel like this fund goes towards. We support the Household Hazardous Waste Programs that are offered in our district. We pay for the South Fayetteville Washington County Household Hazardous Waste disposal, as well as sharps disposal, electronics recycling, and waste tire management. We have two full time educators on staff, in partnership with the City of Fayetteville and Washington County.

Alderman La Tour: I plan to vote for your resolution, but just out of curiosity, if you were to cease to exist, how would these functions be taken care of? Who would do this if you weren't there?

Robyn Reed: If the district wasn't there or myself?

Alderman La Tour: If we and every other municipality contributes to your financial wellbeing. If we all said we don't want to do this anymore we will do our own thing, would there be other sources of these services for hazardous materials?

Jeff Coles: With respect to particularly household hazardous waste, we do not accept household hazardous waste.

Alderman La Tour: Does Springdale?

Robyn Reed: They accept used motor oil and batteries at their recycling facility, but we pay for the disposal. We collect those and prepare them for shipping.

Alderman Marsh: I would like to clarify that this is fifty cents per resident per year. We heard during our Waste Reduction, Diversion and Recycling Master Planning that everyone wanted to see more of an emphasis on education and this is a big part of the education that our citizens were asking for, is that Boston Mountain Solid Waste provide a large portion of education. I think this is a really good value for our citizens. We have had a great relationship with the Solid Waste District.

Alderman Marsh moved to approve the resolution. Alderman Kinion seconded the motion. Upon roll call the motion passed unanimously.

Resolution 143-17 as recorded in the office of the City Clerk

RZN 17-5837 (521 N. Shady Ave./WCR Development): An ordinance to rezone that property described in rezoning petition RZN 17-5837 for approximately 0.23 acres located at 521 North Shady Avenue from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation.

City Attorney Kit Williams read the ordinance.

Andrew Garner gave a brief description of the ordinance. He stated staff and Planning Commission recommends in favor of the request.

Daniel Lazenby, ESI on behalf of the applicant stated he would be happy to take any questions from any of the City Council members.

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

City Attorney Kit Williams read the ordinance.

Alderman 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 unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan: Good looking infill project.

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

Ordinance 5988 as Recorded in the office of the City Clerk

Walton Family Foundation Grant Agreement: A resolution to thank the Walton Family Foundation, to approve the grant agreement with the Walton Family Foundation in the amount of up to \$1,361,428.00 as a 50/50 matching grant for the construction of a model two-way cycle track along Old Wire Road and to approve a budget adjustment.

Chris Brown, City Engineer gave a brief description of the resolution. He stated the City portion of the matching funds will be through the transportation bond program. We are very excited about this opportunity. This is one that the Walton Family Foundation provided some leadership, they came to us and said we want to do this right, what are the elements we need to include in this project, and how can we help with making it happen. Very appreciative of the Walton Family Foundation.

Alderman La Tour: I would like to express my personal appreciation for the Walton Foundation. For the Walton family that set up that foundation and how they are supporting our community. A business person is just like a turtle we make no progress until we stick our necks out. It certainly paid off for that family, for all the communities they touch and we are certainly appreciative of the fact that they touched ours with this grant. Thank you very much.

Jeremy Pate, 422 East Lafayette Street – representing the Walton Family Foundation: The foundation can be discerning in projects that we choose to help sponsor in our sense of place initiatives to improve quality of life and we prefer them to be catalytic in nature. We believe this to be one of those projects in that it provides safe transportation options for cyclist, pedestrians and motorist that will travel Old Wire Road in this area. We are also pleased because of the proximity to Root Elementary and a connection to Butterfield Trail eventually and Gulley Park. I have personally taken my children on bike to Gulley Park for the Gulley Park shows at times and it's dangerous, I've never done it again. However, this will correct that and we are pleased to be able to partner in that project.

We have a significant focus in Northwest Arkansas on transportation options and this project provides an exciting option for all users. We sponsored a delegation to Copenhagen last year, Chris Brown went on that delegation. We are pleased honestly, when we talked about this in our committee, when we approve grants that those lessons learned are being brought back and physically implemented here in the region. I want to thank Chris, his team, and the Active Transportation Advisory Committee for really digging into the details of this project and providing a good recommendation of cross section for you all. I also want to thank Bobby Ferrell, former alderman from this ward. He really pushed for improvements along Old Wire Road, particularly

in pedestrian improvements. It's not something Bobby was always popular for doing, but in this particular area he certainly carried the mantle.

The City has been a great partner on several projects for the last few years and the Foundation is pleased to be your partner in this one as well.

Alderman Marsh moved to approve the resolution. Alderman Long seconded the motion.

Mayor Jordan: Thank you to the city staff and the Walton Family Foundation. Jeremy, you tell those folks we really appreciate them partnering with us. You all have been a great partner for us and the staff did a great job too. This has truly been a really great partnership.

Upon roll call the motion passed unanimously.

Resolution 144-17 as recorded in the office of the City Clerk

Position Control Increase: A resolution to authorize the addition of 1.0 full time equivalent position to the Police Department to provide a second Crime Scene Technician, 2.0 full time equivalent positions to the Recycling & Trash Collection Division to provide two Route Drivers, and a temporary part time position in the Finance & Internal Services Department, and to approve a budget adjustment.

Paul Becker: This affects three departments for position control. I believe it will not cause an increase to this year's personal budget. He went on to give a brief description of the positions.

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

Resolution 145-17 as recorded in the office of the City Clerk

THE FOLLOWING ORDINANCE WAS REMOVED FROM THE TABLE FOR DISCUSSION

Amend UDC AND Rezone - RZN 17-5713 (College Ave. from North St. to Maple St./College Ave.): An ordinance to amend the Unified Development Code to create a new zoning district, Urban Thoroughfare Light; UT-1, to change or amend definitions of "building height" and stories"

Kit Williams: We had an Ordinance Review Committee meeting and maybe the chairman wants to give a summary and we might remove something from the table.

Alderman Tennant: Thank you Kit. I thought this was tabled until the next meeting.

Kit Williams: It is but if you want to remove it from the table tonight you can, if you are going to forward it to Planning Commission rather than waiting two more weeks.

Alderman Tennant: That is what we would like to do. We had an Ordinance Review Committee meeting and all the members attended. We discussed at length the idea of Urban Thoroughfare Light Zoning District and made some minor suggestions, but in the end decided it was best to take it off the table and send it back to the Planning Commission for their review. I think that is what we need to do here, to see if we need this new district or if maybe we can incorporate some changes to the current zoning.

Alderman Tennant moved to remove the ordinance from the table and refer it back to the Planning Commission. Alderman La Tour seconded the motion. Upon roll call the motion passed unanimously.

This ordinance was tabled indefinitely.

Announcements:

Mayor Jordan: I want to call the first Classification Study Committee for Monday, July 31, 2017 at 4:30 PM in Room 326. I will be at the first kick off meeting then I will turn it over to the committee. We have Council members Adella Gray, Mark Kinion, Sarah Bunch and John La Tour on the committee. Staff members will be from Fire Department, Jimmy Vinyard, Police Department, Leonard Graves, Staff Senate, Barbara Fell, Management Representative, Paul Becker, and Mayor's Representative, Chief of Staff Don Marr.

When we kick off the meeting I will lay out some recommendations that I would like to see from the committee and then your recommendations will go to the full City Council.

Don Marr: For the employees watching, the only voting members of that committee are the City Council members.

Mayor Jordan: Yes, that is right because you all are the elected officials you will be the voting members of that council.

Don Marr: We have a dive in movie this Thursday at the Wilson Park swimming pool. Gates open at 7:15 PM, its free admission, and there are concessions available. The movie will begin to be shown as it gets dark and the movie for July 21st is Finding Dory.

Also, if you are driving on College Avenue or on North Street you are aware of traffic delays due to lane closures for asphalt work and repaving that is taking place. College Avenue is being done and maintained by the State of Arkansas Highway and Transportation Department. North Street we are doing the asphalt and milling and overlay work.

We want to continue to remind people that the City is seeking input from all our citizens in all the wards. Our drivers, walkers, bikers, parkers, anyone who is our transit riders we have a mobility survey on the City's website. Thank you all for the whatever encouragement you did because we saw a nice jump the last time we did this announcement and we are seeing really good representation from all four wards and we want to continue that. If you think you are not being represented in your issues around transportation, please feel out the survey so we can get your input.

City Council Agenda Session Presentations:

Agenda Session Presentation Audit Committee Report - Michael White

City Council Tour:

4:00 PM July 17, 2017 City Hall

Adjournment: 6:22 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

Smith, Lorinda

From: Smith, Sondra
Sent: Monday, July 24, 2017 10:53 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Osborne, Donnie; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Subject: FW: Agenda Item Needs to Come Off!

From: Smith, Sondra
Sent: Monday, July 24, 2017 10:51 AM
To: 'John LaTour' <john@latourcpa.com>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Agenda Item Needs to Come Off!

Hi John

I will forward your request to the City Council. I am sorry but we are not allowed to remove the item from the agenda until Agenda Session. I have notified Mayor Jordan and Assistant City Attorney Blake Pennington.

Have a great day!

Office of the City Clerk Treasurer
Sondra E. Smith CAMC, CMC
City Clerk Treasurer
113 W. Mountain Street, Suite 308
Fayetteville, AR 72701
(479) 575-8323
ssmith@fayetteville-ar.gov



From: John LaTour [<mailto:john@latourcpa.com>]
Sent: Saturday, July 22, 2017 8:03 AM
To: Smith, Sondra <ssmith@fayetteville-ar.gov>
Subject: Agenda Item Needs to Come Off!

Sondra,

One of my constituents was asking for a sewer connection to our City's system even though she is outside of the city limits. Many of her neighbors have that connection. However, after careful consideration, she has decided to withdraw her request.

Her name is Jamie Hertzberg. We need to remove this item from our agenda before the Agenda Session scheduled for Tuesday, July 25, 2017.

As always, I am very grateful for your service and encouragement for myself and our City.

Thank you,

John S. La Tour

Disclaimer: This e-mail message is intended only for the personal use of the recipient(s) named above. If you are not an intended recipient, you may not review, copy or distribute this message. If you have received this communication in error, please notify us immediately by e-mail and delete the original message.

[Click Here for my Contact Information](#)

Other Websites I find Interesting:

www.johnlatour.com Our Family Website

www.HogParking.com An Ark. Tradition

www.TalkBug.com Phone Service

www.f45.net/ Wisdom from a Nobel Laureate when it used to mean something!

www.wayofthemaster.com A must See.



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Mayor Lionel Jordan and Members of the City Council
Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer

Paul A. Becker

DATE: July 24, 2017

SUBJECT: **May Sales Taxes Received In June 2017 by the State**

The following key points need to be communicated regarding sales tax collections:

FAYETTEVILLE SALES TAX ACTIVITY

1. Sales tax collections remitted for sales tax subject to the 1 cent City tax in June, 2017 were up \$85,247 / 4.91% as compared to the same month prior year. These collections represent May, 2017 sales.
2. Sales tax collections remitted to the City for the City's share of County tax collections in June, 2017 were up \$102,181 / 8.73% as compared to the same month prior year. These collections represent May, 2017 sales.
3. When compared to budget for the month, sales tax collections were up a total of \$201,663 / 6.97%. The year to date budget impact for the six months is up a total of \$742,323 / 4.36%.

1% City / 1% County (Combined)	Budget	Actual	\$ Difference	% Difference
December, 2016	\$ 3,256,505	\$ 3,346,755	\$ 90,250	2.77%
January, 2017	2,591,519	2,706,156	114,637	4.42%
February, 2017	2,627,522	2,734,048	106,526	4.05%
March, 2017	2,869,473	3,014,346	144,873	5.05%
April, 2017	2,791,169	2,875,544	84,375	3.02%
May, 2017	2,891,299	3,092,962	201,663	6.97%
June, 2017				
July, 2017				
August, 2017				
September, 2017				
October, 2017				
November, 2017				
YTD Budget to Actual	\$ 17,027,487	\$ 17,769,810	\$ 742,323	4.36%

Funding Source	Budget	Actual	\$ Difference	% Difference
General Fund: 1% City (60% Split)	\$ 6,201,226	\$ 6,370,720	\$ 169,494	2.73%
1% County	6,692,275	7,151,943	459,668	6.87%
	\$ 12,893,501	\$ 13,522,663	\$ 629,162	4.88%
ST Capital: 1% City (40% Split)	\$ 4,133,986	\$ 4,247,147	\$ 113,161	2.74%
Total General/ST Capital Funds:	\$ 17,027,487	\$ 17,769,810	\$ 742,323	4.36%

NWA REGION SALES TAX ACTIVITY - MAY 2017 COLLECTIONS

4. May, 2017 1% City Sales Tax collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		May 2016	May 2017	\$ Difference	% Difference
1% City:	Fayetteville	\$ 1,735,225	\$ 1,820,472	\$ 85,247	4.91%
	Springdale	\$ 1,190,157	\$ 1,406,727	\$ 216,570	18.20%
	Bentonville	\$ 952,748	\$ 1,204,854	\$ 252,106	26.46%
	Rogers	\$ 1,514,442	\$ 1,549,678	\$ 35,237	2.33%

5. May, 2017 1% County Sales Tax collections as compared to the surrounding areas were as follows:

County Sales Tax Collections:		May 2016	May 2017	\$ Difference	% Difference
Washington	Fayetteville	\$ 1,170,309	\$ 1,272,490	\$ 102,181	8.73%
Washington	Springdale	\$ 1,021,038	\$ 1,110,186	\$ 89,148	8.73%
Benton	Bentonville	\$ 599,695	\$ 673,845	\$ 74,150	12.36%
Benton	Rogers	\$ 950,720	\$ 1,068,272	\$ 117,553	12.36%

6. May, 2017 countywide collections for the combined Washington and Benton Counties were as follows:

County Sales Tax Collections:		May 2016	May 2017	\$ Difference	% Difference
Washington County		\$ 3,229,802	\$ 3,511,799	\$ 281,997	8.73%
Benton County		3,760,119	4,225,043	464,924	12.36%
		<u>\$ 6,989,921</u>	<u>\$ 7,736,842</u>	<u>\$ 746,921</u>	<u>10.69%</u>

NWA REGION SALES TAX ACTIVITY - YEAR-TO-DATE (SIX MONTHS) COLLECTIONS

7. Year-to-Date (six months) collections as compared to the surrounding areas were as follows:

City Sales Tax Collections:		(Six Months) YTD 2016	(Six Months) YTD 2017	\$ Increase (Decrease)	% Increase (Decrease)
1% City:	Fayetteville	\$ 10,182,108	\$ 10,617,867	\$ 435,760	4.28%
	Springdale	\$ 6,483,813	\$ 7,144,574	\$ 660,762	10.19%
	Bentonville	\$ 5,552,209	\$ 6,160,394	\$ 608,184	10.95%
	Rogers	\$ 8,642,138	\$ 9,243,092	\$ 600,954	6.95%

8. Year-to-Date (six months) for the combined Washington and Benton Counties, sales were up \$3,192,863 / 8.05%.

Sales Tax Collections:		(Six Months) YTD 2016	(Six Months) YTD 2017	\$ Increase (Decrease)	% Increase (Decrease)
Washington County		\$ 18,505,161	\$ 19,737,828	\$ 1,232,667	6.66%
Benton County		21,156,373	23,116,569	1,960,196	9.27%
		<u>\$ 39,661,534</u>	<u>\$ 42,854,397</u>	<u>\$ 3,192,863</u>	<u>8.05%</u>

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, July 25, 2017

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
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

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

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. [2017-0390](#)

DISTINGUISHED BUDGET PRESENTATION AWARD - PRESENTED BY MAYOR
LIONELD JORDAN

Agenda Additions

A. Consent:

A. 1 [2016-0580](#)

APPROVAL OF THE JULY 18, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0333](#)

MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$10,000.00 TO ALLOW REPLACEMENT OF FENCES AT THE MOUNT SEQUOYAH
AND BAXTER WATER TANKS

Attachments:

[MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT](#)

[BA MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT](#)

A. 3 [2017-0354](#)**GARVER, LLC AMENDMENT NO. 3:**

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE WATER AND SEWER RELOCATIONS ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

Attachments: [GARVER LLC AMENDMENT 3](#)

A. 4 [2017-0376](#)**BID #17-41 JACK TYLER ENGINEERING, INC.:**

A RESOLUTION TO AWARD BID #17-41 AND AUTHORIZE THE PURCHASE OF TWO (2) SUBMERSIBLE WASTEWATER PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$68,736.00 FOR USE AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments: [JACK TYLER ENGINEERING INC](#)

A. 5 [2017-0372](#)**BID #17-42 TRUCK CENTERS OF ARKANSAS:**

A RESOLUTION TO AWARD BID #17-42 AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER 114SD DUMP TRUCKS FROM TRUCK CENTERS OF ARKANSAS IN THE TOTAL AMOUNT OF \$251,208.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: [BID #17-42 TRUCK CENTERS OF ARKANSAS](#)

A. 6 [2017-0373](#)**BID #17-43 KRAFTSMAN, INC.:**

A RESOLUTION TO AWARD BID #17-43 AND AUTHORIZE THE PURCHASE OF TWO (2) KRAFTSMAN HP20T LOW BOY TRAILERS FROM KRAFTSMAN, INC. IN THE TOTAL AMOUNT OF \$32,310.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION AND TRANSPORTATION SERVICES DEPARTMENT

Attachments: [BID 17-43 KRAFTSMAN, INC.](#)

A. 7 [2017-0374](#)**LEWIS AUTOMOTIVE GROUP:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 FORD F150 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$24,581.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: [LEWIS AUTOMOTIVE GROUP](#)

A. 8 [2017-0375](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,094.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

A. 9 [2017-0386](#)**B-UNLIMITED, INC.:**

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

Attachments: [B-UNLIMITED, INC.](#)

A. 10 [2017-0385](#)**GARVER, LLC TAXIWAY B WIDENING:**

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH GARVER, LLC IN THE AMOUNT OF \$98,000.00 FOR DESIGN AND BIDDING SERVICES RELATED TO THE TAXIWAY B WIDENING AND REHABILITATION PROJECT AT DRAKE FIELD

Attachments: [GARVER, LLC TAXIWAY B WIDENING:](#)

A. 11 [2017-0392](#)**SURFCO RESTORATION AND CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SURFCO RESTORATION AND CONSTRUCTION, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$411.60 PER MONTH

Attachments: [SURFCO RESTORATION AND CONSTRUCTION, LLC](#)

A. 12 [2017-0395](#)**ARKANSAS FASHION WEEK:**

A RESOLUTION TO APPROVE A SHORT TERM LEASE AGREEMENT WITH ARKANSAS FASHION WEEK FOR THE AIRPORT HANGAR AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,000.00

Attachments: [ARKANSAS FASHION WEEK](#)

B. Unfinished Business: None**C. New Business:****C. 1** [2017-0383](#)**VAC 17-5867 (858 N. JACKSON ST./PURYEAR):**

AN ORDINANCE TO APPROVE VAC 17-5867 FOR PROPERTY LOCATED AT 858 NORTH JACKSON DRIVE TO VACATE A PORTION OF A WATER AND SEWER EASEMENT

Attachments: [VAC 17-5867 \(858 N. JACKSON ST./PURYEAR\)](#)

C. 2 [2017-0402](#)**AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND
DRIVE-IN/DRIVE-THROUGH RESTAURANTS:**

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

Attachments: [AMEND 162.01 \(S\) UNIT 18](#)

C. 3 [2017-0394](#)**2017 LIBRARY IMPROVEMENT BONDS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$26,905,000.00 TO APPROPRIATE PROCEEDS FROM THE 2017 LIBRARY IMPROVEMENT BONDS TO FUND THE LIBRARY IMPROVEMENT PROJECT

Attachments: [2017 LIBRARY IMPROVEMENT BONDS](#)
 [BA_2017 LIBRARY IMPROVEMENT BONDS](#)

C. 4 [2017-0384](#)**2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION:**

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH SUNSHINE ROAD

Attachments: [2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION](#)

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0390

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 1.

DISTINGUISHED BUDGET PRESENTATION AWARD - PRESENTED BY MAYOR LIONELD JORDAN



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0580

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE JULY 18, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0333

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$10,000.00 TO ALLOW REPLACEMENT OF FENCES AT THE MOUNT SEQUOYAH AND BAXTER WATER TANKS

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 \$10,000.00 to allow for the replacement of fences at the Mount Sequoyah and Baxter Water Tanks.

City of Fayetteville Staff Review Form

2017-0333

Legistar File ID

8/1/2017

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

Tim Nyander

7/14/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT OF \$10,000.00 FOR THE REPLACEMENT OF THE FENCES AT THE MOUNT SEQUOYAH AND BAXTER WATER TANKS

Budget Impact:

5400.720.5600-5808.00

Water/Sewer

Account Number

Fund

15021.1

Water Storage & Pump Station Maintenance

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 10,889.00

Funds Obligated \$ -

Current Balance \$ 10,889.00

Does item have a cost? Yes

Item Cost \$ 14,095.50

Budget Adjustment Attached? Yes

Budget Adjustment \$ 10,000.00

Remaining Budget \$ 6,793.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: July 14, 2017

SUBJECT: Approval of a Budget Adjustment of \$10,000 for the Replacement of Fences at the Mount Sequoyah and Baxter Water Tanks

RECOMMENDATION:

Staff recommends approving a budget adjustment in the amount of \$10,000 for the replacement of fences at the Mount Sequoyah and Baxter water tanks.

BACKGROUND:

The fencing at Mount Sequoyah water tank is old and falling apart. It is rotted and leaning, and customers have complained about the fence recently. The fencing at the Baxter water tank has old barbed wire that is in poor condition, and the fencing around the valve vault at Baxter water tank needs to be removed and replaced. The poor condition of these fences presents a security risk for the water tanks and valve vault, and they should be replaced immediately.

DISCUSSION:

The Utilities Department received three quotes for the fence work at both water tank sites. The lowest quote was from Next Level Fence in the amount of \$14,095.50. The Water & Sewer maintenance crews will be removing the old fences to reduce cost.

A budget adjustment is needed to add funds to the Water Storage and Pump Station Maintenance Project 15021 to pay for the fence replacements.

BUDGET/STAFF IMPACT:

Funds are available from the cost savings on Regional Park Project 14015.

Attachments:

Quotes

Budget Adjustment



DUCO Contractors, LLC/Next Level Fence Co.
10243 Smokey Lane
O: 479.439.2708
C: 941.457.7212
ducocontractors@gmail.com

TO City of Fayetteville
Attn: Aaron Watkins
479.301.4874
jwatkins@fayetteville-ar.gov

Quote 1 of 1

Description of Work	Total
Project 1: Baxter Valve Vault Tear down, remove, haul-off, disposal & replace Remove, haul off and dispose of 80' of existing fence <u>Opt1:</u> Supply and install 80' standard chain link - 9ga with 3 strands of barbed wire on top, gate included <u>Opt2:</u> Supply and install 80' standard chain link - 11.5ga with 3 strands of barbed wire on top, gate included - Fence to have near exact placement as previous - All holes will be dug 24", all dirt removed	\$380 \$1948 or \$1657 Project Total: \$Varies by Opt
Project 2: Baxter Tank Tear down, remove, haul-off, disposal & replace - Remove, haul off and dispose of 850' of existing fence - Supply and install 850' of standard, 3 strands barbed wire fence - Supply and install gate(s) - Top rail, barb arms, and line posts to be repaired as needed - One drop-rod to be installed	Project Total: \$3850
Project 3: Mt. Sequoyah Tank Tear down, remove, haul-off, disposal & replace - Remove, haul off and dispose of 410' of existing fence <u>Opt1:</u> Supply and install 410' of 6' privacy_(3) gates included - Option to upgrade to cedar_(3) gates included <u>Opt2:</u> Supply and install 410' of 6' chain link – 9 ga with 3 strands of Barbed wire on top, (3) gates included - Chain link fence to include steel posts (min 1 5/8" Sched 40 Galv) - Double gates to have minimum of 4" sched 40 posts Galv, if replacement is necessary, we intended on keeping the existing but can replace for additional \$200	\$1701.5 \$6648 or \$8097.5 \$8665 \$200 Project Total: \$Varies by Opt
INCLUSIONS: - All Labor to the complete the above work - Standard public utility locates to be coordinated by Next Level Fence, where necessary. - All dirt cleaned up from excavations unless wanted by customer - Tear down and haul-off of all old materials, including dump fee's EXCLUSIONS: - Customer changes to the fence layout/style when the work has begun may result in additional mobilization fee - Time and material necessary to excavate holes in which abnormal digging conditions exist, when necessary. - Utility locates for private lines, i.e., sprinklers, barbecue lines - Establishing property line positioning to be done by homeowner or other party	
Subtotal	Varies by Option
TOTAL	\$Varies by Opt

14,095.50

We sincerely appreciate the opportunity.



MODERN FENCE of NWA
1864 FORD AVE
SPRINGDALE, AR 72764
443-5122 FAX (479) 442-7173
MODERNFENCESUPPLY.COM
0356870317

PROPOSAL/CONTRACT

Page 1
06/08/2017

Customer Information:

City of Fayetteville
Aaron Watkins
1170 Skyline Dr Mt. Sequoya
Fayetteville, AR

Job Information:

Notes:

- 400' of 6' tall cedar wood picket privacy fence. (1) 4' wide single swing gate. (1) 14' wide double swing gate.

All 2 1/2" square galvanized line, corner, & end posts. 2x4x8 treated pine rails. 1x6x6 dog eared cedar pickets.

All gates to have 1 5/8" schedule 40 galvanized gate frames. Double gate to have 4" galvanized schedule 40 posts.

Note: Bid price excludes all core drilling, clearing, grubbing, grading, staking, demo, removal, & permits.

Thank you!

MODERN FENCE of NWA agrees to guarantee above fence to be free from defects in materials and workmanship for one (1) year. (DOES NOT INCLUDE FENCE ALIGNMENT DUE TO WARPING, SPLITTING, TWISTING, SHRINKING, CHECKING OR OTHER CHANGES IN THE SHAPE OF THE MATERIALS.) All other warranties come from the manufacturer of the materials used under this contract (available upon request). MODERN FENCE of NWA shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. MODERN FENCE of NWA will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does MODERN FENCE of NWA assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE of NWA will assume the responsibility for having underground public utilities located and marked. However, MODERN FENCE of NWA assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing MODERN FENCE of

NWA to dig in the immediate vicinity of known utilities.

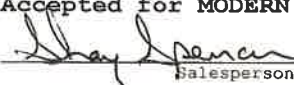
Any Additions or changes made by the customer prior to complete installation of job, that requires extra labor and or materials, will be added to the price established on this contract to the installer with the balance due at the time of completion. Approx 50% down payment is required upon signing this contract. Right of access and removal is granted to MODERN FENCE of NWA in the event of nonpayment under terms of contract. The customer agrees to pay all interest and costs incurred in collection of this debt.

NOTICE MODERN FENCE of NWA reserves the right to file a lien against customer property if customer does not pay.

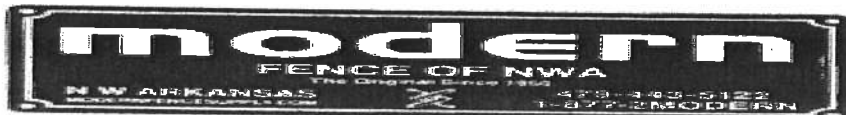
Note Price includes labor and material for above mentioned scope, description and footage only. Customer is responsible for all permits & establishing property and fence lines.

Contract Amount: \$ 9063.00
Down Payment: \$ _____
Balance Due: \$ 9063.00

Approved & Accepted for Customer:

Customer _____ Date _____
Accepted for MODERN FENCE of NWA:
 Salesperson _____
6-8-17 _____ Date

Total = 15,833.00



MODERN FENCE of NWA
1864 FORD AVE
SPRINGDALE, AR 72764
443-5122 FAX (479) 442-7173
MODERNFENCESUPPLY.COM
0356870317

PROPOSAL/CONTRACT

Page 1
06/05/2017

Customer Information:

City of Fayetteville
Aaron Watkins
456 E Baxter Ln
Fayetteville, AR

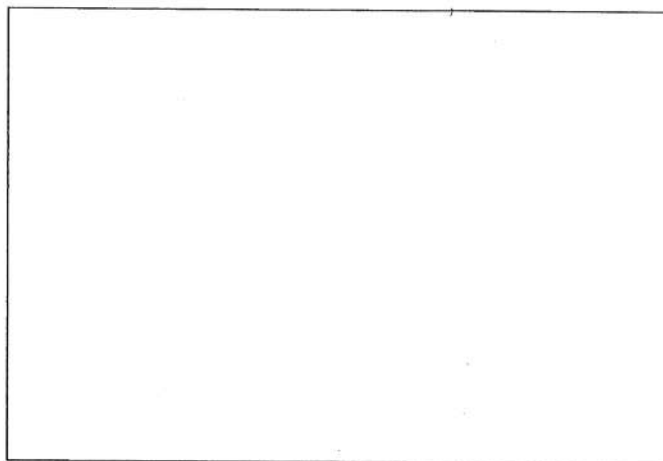
Job Information:

Tank Site

Notes:

- Replace 775' of 3-strand barbed wire.
- Replace (5) 2 1/2" barb-arms.
- Replace 100' of 1 5/8" top rail.
- Re-tie (14) 2 1/2" line posts.
- Replace 1 3" barb-arm.
- Install (1) gate hold back.
- Install (1) 22' wide 6' tall galvanized chain link double swing gate with 3 strands of barbed wire on top. Re-use existing gate posts.

Thank you!



MODERN FENCE of NWA agrees to guarantee above fence to be free from defects in materials and workmanship for one (1) year. (DOES NOT INCLUDE FENCE ALIGNMENT DUE TO

WARPING, SPLITTING, TWISTING, SHRINKING, CHECKING OR OTHER CHANGES IN THE SHAPE OF THE MATERIALS.) All other warranties come from the manufacturer of the materials used under this contract (available upon request). MODERN FENCE of NWA shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. MODERN FENCE of NWA will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does MODERN FENCE of NWA assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE of NWA will assume the responsibility for having underground public utilities located and marked. However, MODERN FENCE of NWA assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing MODERN FENCE of

NWA to dig in the immediate vicinity of known utilities.

Any Additions or changes made by the customer prior to complete installation of job, that requires extra labor and or materials, will be added to the price established on this contract to the installer with the balance due at the time of completion. Approx 50% down payment is required upon signing this contract. Right of access and removal is granted to MODERN FENCE of NWA in the event of nonpayment under terms of contract. The customer agrees to pay all interest and costs incurred in collection of this debt.

NOTICE MODERN FENCE of NWA reserves the right to file a lien against customer property if customer does not pay.

Note Price includes labor and material for above mentioned scope, description and footage only. Customer is responsible for all permits & establishing property and fence lines.

Contract Amount: \$ 3420.00
Down Payment: \$
Balance Due: \$ 3420.00

Approved & Accepted for Customer:

Customer

Date

Accepted for MODERN FENCE of NWA:

Shay Spencer
Salesperson

6-8-17
Date



MODERN FENCE of NWA
1864 FORD AVE
SPRINGDALE, AR 72764
443-5122 FAX (479) 442-7173
MODERNFENCESUPPLY.COM
0356870317

PROPOSAL/CONTRACT

Page 1
06/05/2017

Customer Information:

City of Fayetteville
456 E Baxter Ln
Fayetteville, AR

Job Information:

Valve Vault

Notes:

- Install 76' of 6' tall 9ga. galvanized chain link fence with 3 strands of barbed wire on top. Heavy commercial grade. Brace rail through-out. (1) 4' wide single swing gate.

Note: Bid price excludes all core drilling, clearing, grading, grubbing, staking, demo, removal, & permits.

Thank you!

MODERN FENCE of NWA agrees to guarantee above fence to be free from defects in materials and workmanship for one (1) year. (DOES NOT INCLUDE FENCE ALIGNMENT DUE TO WARPING, SPLITTING, TWISTING, SHRINKING, CHECKING OR OTHER CHANGES IN THE SHAPE OF THE MATERIALS.) All other warranties come from the manufacturer of the materials used under this contract (available upon request). MODERN FENCE of NWA shall advise the customer as to local zoning regulations but responsibility for complying with said regulations and obtaining any required permits shall rest with the customer. MODERN FENCE of NWA will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstance does MODERN FENCE of NWA assume any responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located it is recommended that the customer have the property surveyed.

MODERN FENCE of NWA will assume the responsibility for having underground public utilities located and marked. However, MODERN FENCE of NWA assumes no responsibility for unmarked sprinkler lines, or any other unmarked buried lines or objects. The customer will assume all liability for any damage caused by directing MODERN FENCE of

NWA to dig in the immediate vicinity of known utilities.

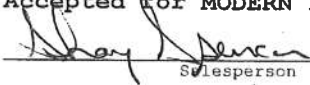
Any Additions or changes made by the customer prior to complete installation of job, that requires extra labor and or materials, will be added to the price established on this contract to the installer with the balance due at the time of completion. Approx 50% down payment is required upon signing this contract. Right of access and removal is granted to MODERN FENCE of NWA in the event of nonpayment under terms of contract. The customer agrees to pay all interest and costs incurred in collection of this debt.

NOTICE MODERN FENCE of NWA reserves the right to file a lien against customer property if customer does not pay.

Note Price includes labor and material for above mentioned scope, description and footage only. Customer is responsible for all permits & establishing property and fence lines.

Contract Amount: \$ 3350.00
Down Payment: \$
Balance Due: \$ 3350.00

Approved & Accepted for Customer:

Customer _____ Date _____
Accepted for MODERN FENCE of NWA:
 Salesperson _____ Date 6-8-17

Springdale Fence Company Inc.

QUOTE 06/14/2017

PO BOX 7856
SPRINGDALE, AR, 72766

City of Fayetteville, AR

James Watkins

"Quote"

Upon Receipt

Notes – Total Price is for 400' of cedar fence on item #3 and is a total of all repairs to be made.

Item	Quantity	Price Per	Total
#1 Barbed Wire Repair and 22'x6' Double Drive gate replacement 4" hinge posts, 1 5/8" with 3 strand barbed wire. 775' replacement of barbed wire, 5 posts and cement, 4" barbed arm, 5 2 3/8" barbed arm, 100' top rail repair.	1	\$2,832	\$2,832
#2 6' + 1 3 strand barbed wire 9 ga fabric, Sch 40 posts	75'	\$31	\$2,325
#2 4'x6' walk gate for 75' section of fence access gate	1	\$700	\$700
#3 400' Cedar Privacy Fence with 8' Master Halco Post Master galvanized posts	400'	\$22.50	\$9,000
#3 400' Pressure Treated Pine Privacy Fence with 8' Master Halco Post Master galvanized posts	400'	\$19.50	\$7,800
#3 14' Double Drive Gate with 1 5/8" Sch 40 Frame on 4" Gate Post	1	\$1,200	\$1,200
#3 4' Walk Gate with 1 5/8" Sch 40 Frame on 4" Gate Posts	1	\$550	\$550
		Subtotal	
		TOTAL	\$16,607.00

Budget Year	Division	Adjustment Number
2017	WATER SEWER (720)	
	/Org2	
	Requestor: Cheryl Partain	

A Budget Adjustment is needed to cover costs for replacement of fences at the Mount Sequoyah and Baxter Water Tanks. Cost savings from the Regional Water Park Waterline project is being utilized to cover this additional cost.

	COUNCIL DATE:	8/1/2017
	LEGISTAR FILE ID#:	2017-0333
		Barbara Fell
		7/14/2017 3:13 PM
	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: 2017-0354

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

GARVER, LLC AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE WATER AND SEWER RELOCATIONS ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

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. 3 to the contract with Garver, LLC in the amount of \$76,970.00 for additional construction management services for the water and sewer relocations Arkansas Highway and Transportation Department Project BB0414 - Porter Road-Highway 112/71B Widening and Interchange Improvements.

City of Fayetteville Staff Review Form

2017-0354

Legistar File ID

8/1/2017

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

Tim Nyander

7/14/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

Budget Impact:

5400.720.5700-5314.00

Water/Sewer

Account Number

Fund

11011.1501

Water/Sewer Relocations-Bon Projects

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,499,149.00

Funds Obligated \$ 2,709,830.38

Current Balance \$ 789,318.62

Does item have a cost? Yes

Item Cost \$ 76,970.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 712,348.62

V20140710

Previous Ordinance or Resolution # 43-15, 171-16

Original Contract Number: 2354

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE: June 26, 2017

SUBJECT: Approval of Amendment No. 3 to the Contract with Garver LLC

RECOMMENDATION:

Staff recommends the approval of Amendment No. 3 to the contract with Garver, LLC in the amount of \$76,970.00 for additional construction management and construction observation associated with Arkansas Highway and Transportation Department Project BB0414 – Porter Road-Highway 112/71B Widening and Interchange Improvements.

BACKGROUND:

In February 2015, the City Council approved by Resolution No. 43-15 the engineering contract with Garver for design of the water/sewer relocations associated with AHTD project BB0414 – Porter Road-Highway 112/71B Widening and Interchange Improvements. The design was substantially completed in June 2015.

Contract Amendment No. 1 with Garver, LLC to add Bidding Phase Services was approved by the City Council on December 15, 2015. Contract Amendment No. 2, approved by City Council on September 20, 2016, provided services including submittal reviews, construction observation, documentation and project coordination.

DISCUSSION:

Due to delays with Goodwin & Goodwin, Inc., the construction contractor for the project, further construction management and construction observation will need to be provided by Garver, LLC in the amount of \$76,970.00.

BUDGET/STAFF IMPACT:

Funds are available within the Water & Sewer Bond Relocations project.

Attachments:

Contract Amendment No. 3
Fee Spreadsheet



AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

City of Fayetteville, Arkansas

Project No. 15048160

CONTRACT AMENDMENT NO. 3

This Contract Amendment No. 3, dated _____, 2017, shall amend the original contract and previous amendments between the CITY OF FAYETTEVILLE (Owner) and GARVER, LLC (GARVER), dated February 17, 2015 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 3 adds professional services for the:

Porter Road-HWY 112/71B Widening and Interchange – AHTD Job BB0414

The original contract is hereby modified as follows:

APPENDIX A – SCOPE OF SERVICES

Section 2.8, Construction Phase Services of Amendment No. 2 is hereby amended to modify the following.

Replace Item 2.

- ~~2. Attend weekly, up to 25, progress/coordination meetings at the project site with the Owner/Contractor.~~
2. Attend, up to 35, progress/coordination meetings at the project site with the Owner/Contractor.

Replace Item 7.

- ~~7. Provide full time construction observation of work and acceptance testing services during the 180-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.~~
7. Provide full time construction observation of work and acceptance testing services during the 260-calendar-day construction contract performance time. The proposed fee is based on approximately 8 hours per day, 5 days per week, during the 260-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Replace the following paragraph.

~~The proposed fee for Construction Phase Services is based on a 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable~~



~~Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.~~

The proposed fee for Construction Phase Services is based on a 260-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement, and the Owner wants Garver to continue the applicable Construction Phase Services, the Owner will pay Garver an additional fee agreed to by the Owner and Garver.

Section 3.0, Payment of Amendment No. 2 is hereby amended to modify the following.

Replace the following.

~~Section 3.0, Payment of the original contract and Amendment No. 1 is hereby amended to revise the FEE AMOUNT for Construction Services and TOTAL FEE in the table. Replace "\$0 (may be added by amendment)" for Construction Services with "\$196,800.00". Replace "\$112,036.25" for TOTAL FEE with "\$308,836.25". In the paragraph following the table, replace "The total amount paid to GARVER under this agreement is estimated to be \$112,036.25." with "The total amount paid to GARVER under this agreement is estimated to be \$308,836.25."~~

Section 3.0, Payment of the original contract and Amendment No. 1 is hereby amended to revise the FEE AMOUNT for Construction Services and TOTAL FEE in the table. Replace "\$0 (may be added by amendment)" for Construction Services with "\$273,770". Replace "\$112,036.25" for TOTAL FEE with "\$385,806.25". In the paragraph following the table, replace "The total amount paid to GARVER under this agreement is estimated to be \$112,036.25." with "The total amount paid to GARVER under this agreement is estimated to be \$385,806.25."

The table in Section 3.0 of the Original Agreement is hereby updated as shown below per this amendment.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
ARKUPS (Utility Marking)	\$2,500.00	Direct Cost + 10%
Record Research (Abstractor)	\$3,500.00	Direct Cost + 10%
Design and Property Surveys	\$29,860.50	Hourly Rate + Expenses
Environmental Services	\$9,093.75	
Detailed Design	\$44,588.25	
Property Acquisition Documents	\$13,200.00	
Bidding Services	\$9,293.75	
Construction Services	\$273,770.00	
TOTAL FEE	\$385,806.25	



This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Mayor, Lioneld Jordan

ATTEST:

By: _____

City Clerk

GARVER, LLC

By: Scott Zotti

Vice President, Scott Zotti

By: [Signature]

Senior Project Manager

APPENDIX B**City of Fayetteville****Porter Rd-HWY 112/71B Widening and Interchange - AHTD Job BB0414****ADDITIONAL CONSTRUCTION PHASE SERVICES - Amendment 3, April 2017**

WORK TASK DESCRIPTION	E-3	E-2	E-1	C-3	T-2	T-1	2-Man Crew (Survey)
	\$143.00	\$125.00	\$102.00	\$119.00	\$95.00	\$74.00	\$187.00
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
10 Additional Progress/Coordination Meetings with Cor	24						
Additional Monthly Pay Requests	16						
Full Time Construction Observation (8 hrs/day, 5 days/week, additional 80 c-days))				457			
Periodic Engineer Site Visits	30						
City and AHTD Coordination	30						
Project Management	30						
Additional Survey Field Checking Contractor	4						16
Subtotal - Civil Engineering	134	0	0	457	0	0	16
2. Structural Engineering							
Subtotal - Structural Engineering	0	0	0	0	0	0	0
3. Mechanical Engineering							
Subtotal - Mechanical Engineering	0	0	0	0	0	0	0
4. Electrical Engineering							
Subtotal - Electrical Engineering	0	0	0	0	0	0	0

Hours	134	0	0	457	0	0	16
Salary Costs	\$19,162.00	\$0.00	\$0.00	\$54,383.00	\$0.00	\$0.00	\$2,992.00

SUBTOTAL - SALARIES: \$76,537.00

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly

Postage/Freight/Courier

Office Supplies/Equipment \$0.00

Communications \$0.00

Survey Supplies \$0.00

Aerial Photography \$0.00

GPS Equipment \$0.00

Computer Modeling/Software Use \$0.00

Traffic Counting Equipment \$0.00

Locator/Tracer/Thermal Imager Equipment \$0.00

Travel Costs (@ \$0.42/mile) \$433.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$433.00

SUBTOTAL: \$76,970.00

SUBCONSULTANTS FEE: \$0.00

TOTAL FEE: \$76,970.00



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0376

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #17-41 JACK TYLER ENGINEERING, INC.:

A RESOLUTION TO AWARD BID #17-41 AND AUTHORIZE THE PURCHASE OF TWO (2) SUBMERSIBLE WASTEWATER PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$68,736.00 FOR USE AT THE NOLAND WASTEWATER TREATMENT PLANT

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 #17-41 and authorizes the purchase of two (2) submersible wastewater pumps in the total amount of \$68,736.00 from Jack Tyler Engineering, Inc. for use at the Noland Wastewater Treatment Plant.

City of Fayetteville Staff Review Form

2017-0376

Legistar File ID

8/1/2017

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

Mayo Miller

7/5/2017

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Administration recommends approval of Bid No. 17-41 with Jack Tyler Engineering, Inc. for the purchase of two (2) pond return submersible wastewater pumps for the Noland WWTP in the amount of \$34,368.00 each for a total of \$68,736.00.

Budget Impact:

5400.730.5800-5801.00

Water/Sewer

Account Number

Fund

02069.1

Plant Pumps and Equipment - W.W.T.P.

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 531,386.00

Funds Obligated \$ 61,134.14

Current Balance \$ 470,251.86

Does item have a cost? Yes

Item Cost \$ 68,736.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 401,515.86

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water, Sewer, and Solid Waste Committee
Tim Nyander, Utilities Director

FROM: Mayo Miller, Wastewater Treatment

DATE: July 6, 2017

SUBJECT: Approval of Bid No. 17-41 with Jack Tyler Engineering, Inc. for the purchase of two (2) pond return wastewater pumps for the Noland WWTP in the amount of \$68,736.00.

RECOMMENDATION:

City Administration recommends approval of Bid No. 17-41 with Jack Tyler Engineering, Inc. for the purchase of two (2) pond return submersible wastewater pumps for the Noland WWTP in the amount of \$34,368.00 each for a total of \$68,736.00.

BACKGROUND:

The Noland WWTP is designed to treat 12.6 million gallons of wastewater per day. The facility also has two storage ponds with a total combined capacity of approximately 187 million gallons. These ponds are used on a regular basis to maintain compliance with regulatory permits, regulate flow through the treatment process, store wastewater during equipment down time, etc.

Wastewater from the holding ponds is returned to the treatment process via three pumps rated at 35 horsepower. These three pumps are nearly 30 years old and have exceeded their life expectancy. Furthermore, these pumps have become problematic, are in frequent need of repair, and select parts are no longer available.

DISCUSSION:

The City received three bids on June 6th, 2017 for the purchase of two replacement pumps. Bertrem Products submitted the lowest bid, but the product's impeller did not meet specifications. Jack Tyler Engineering, Inc. submitted the next lowest bid that meets specifications.

Bidder	Bid
Bertrem Products Inc.	\$67,978.00
Instrument and Supply Inc.	\$78,726.00
Jack Tyler Engineering, Inc.	\$68,736.00

BUDGET/STAFF IMPACT:

Funds are available in the Wastewater Treatment Plant CIP – Plant Pumps and Equipment.

Attachments:

Staff Review Form

Bid Tabulation

Bids



CITY OF
FAYETTEVILLE
ARKANSAS

Submersible Pumps

Bid No. 17-41
Official Bid Tabulation

Bid No. 17-41
Date: 6.06.2017
Time: 2:00 PM

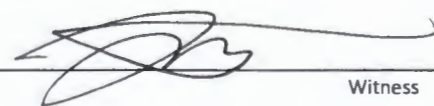
Lioneld Jordan, Mayor

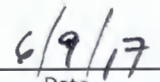
Number of Addendums: 0

		Bertrem Products Inc.		Instrument and Supply Inc.	Jack Tyler Engineering, Inc
		Manufacturer	WILO	Hydromatic	Flygt
		Model	FA30.93D+FKt27.2-8/32K	S12LXP	NP3202.185LT
Item	Description	Each	Price Each	Price Each	Price Each
1	Submersible, solids handling pump and motor	2	\$33,989.00	\$ 39,363.00	\$ 34,368.00
		Total Base Bid	\$67,978.00	\$78,726.00	\$68,736.00

CERTIFIED:


A. Rennie, Purchasing Manager


Witness


Date

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



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1376

INVITATION TO BID

INVITATION TO BID: Bid 17-41, Submersible Pumps

DEADLINE: Tuesday June 06, 2017 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Friday May 19, 2017

INVITATION TO BID Bid 17-41, Submersible Pumps

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

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

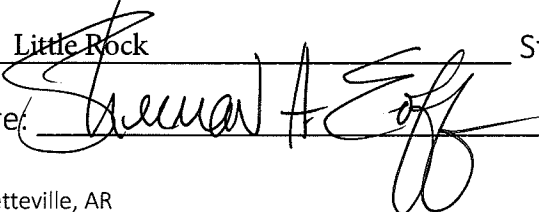
Name of Firm: Jack Tyler Engineering, Inc.

Contact Person: Sherman Eoff Title: President

E-Mail: sherman@jteng.com Phone: 501-562-2296

Business Address: 6112 Patterson Avenue

City: Little Rock State: AR Zip: 72209

Signature:  Date: 6/1/2017

City of Fayetteville
Bid 17-41, Submersible Pumps
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-41, Submersible Pumps

The City is seeking bids from qualified vendors for the purchase of two (2) 3800 GPM, 35 HP submersible pond pumps.

All sealed bids are due by **Tuesday June 06, 2017 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids> . All questions should be directed to Les McGaugh, (479)-575-8220, lmcgaugh@fayetteville-ar.gov.

The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest.

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

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220
lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 05/19/2017

City of Fayetteville
Bid 17-41, Submersible Pumps
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: 120 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. Fleet Operations Division, 1525 S. Happy Hollow Road, Fayetteville, AR 72701

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	Submersible, solids handling pump and motor	2	\$ 34,368.00	\$ 68,736.00

TOTAL BASE BID: \$ 68,736.00

Please specify for Unit Bid:

Item 1 – Manufacturer Flygt Model NP3202.185LT

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.

All bidders shall have manufacturer's territorial rights to sell to entities within the State of Arkansas.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

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.

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.

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

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.

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

*NAME OF FIRM: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering, Inc.

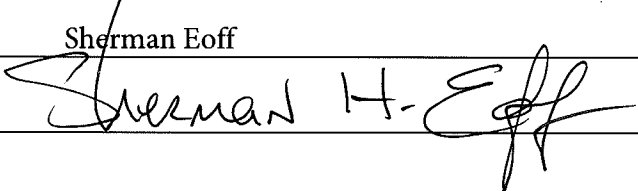
*BUSINESS ADDRESS: 6112 Patterson Avenue

*CITY: Little Rock *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: 501-562-4273

*E-MAIL: sherman@jteng.com

*BY: (PRINTED NAME) Sherman Eoff

*AUTHORIZED SIGNATURE: 

*TITLE: President

DUNS NUMBER: 00-708-3954 CAGE NUMBER: 25411

*TAX ID NUMBER: 71-0833610

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

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.

City of Fayetteville
Bid 17-41, Submersible Pumps
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.

- i. ✓ Impeller diameter: 302mm
- j. ✓ Impeller material: Hard-Iron™ (or approved equal)
- k. ✓ Volute material: Hard-Iron™ (or approved equal)
- l. ✓ Discharge port diameter: 11 13/16"
- m. ✓ Suction diameter: 300 mm
- n. ✓ Leak Sensor
- o. ✓ Stainless Steel Lifting Handle

9. WARRANTY

- a. A certification of the warranty and statement of extended warranty
- b. A detailed list of items to be supplied under the bid,
- c. A detailed set of installation instructions including a contact name and telephone number for technical support during the installation,
- d. A suggested acceptance test plan,
- e. A factory certified performance curve for pump,

A statement attesting to the intent to supply startup assistance

10. DELIVERY/DOCUMENTATION

- a. ✓ All units shall be delivered FOB Destination to the City's Fleet Operations facility, located at 1525 S. Happy Hollow Road, Fayetteville, AR 72701, for compliance review and final acceptance.
- b. ✓ Delivery shall include the following documents as a minimum:
 - i. Manufacturer's Certificate of Origin
 - ii. Dealer invoice
- c. ✓ Unit shall be fully assembled, serviced, and ready for operation as delivered.

11. MANUALS

- a. ✓ The successful bidder agrees to furnish each of the following list of manuals:
 - i. Operator's Manual - one file copy **plus** one copy for each unit purchased
 - ii. Shop Maintenance Repair Manual (paper or electronic format acceptable)
 - iii. Parts (OEM) Manual – one copy (Paper or electronic format acceptable)
 - iv. Current copies of parts and service manuals previously provided by vendor will satisfy this requirement
 - v. Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville Fleet Operations Division

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 shall 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 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 Units shall also include all connections, fittings, alignment, etc. necessary for the proper attachment to the existing Flygt rail and elbow system.

2. MANUFACTURER/MODEL -

- 2.1 Unit(s) bid shall be new standard production model as offered for commercial trade.
- 2.2 Units based on Flygt Model NP3202.185, NP618-12, or approved equal.

3. ITEM 1 - TECHNICAL SPECIFICATIONS

3.1 Submersible Pump

- a. ✓ Delivered operating voltage: 460V, 3 phase
- b. ✓ Frequency: 60 Hz
- c. ✓ Hydraulic operating point: 3800 gpm at 27 tdh
- d. ✓ Rotation speed: 1165 rpm
- e. ✓ Rated power: 35 hp
- f. ✓ Length of supplied electrical cords: 50' minimum
- g. ✓ Class H Stator Insulation
- h. ✓ Impeller type: Flygt N™ Semi-open, 2 blade, self-cleaning (or approved equal)

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:** N/A

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

- 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,

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.

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.

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:

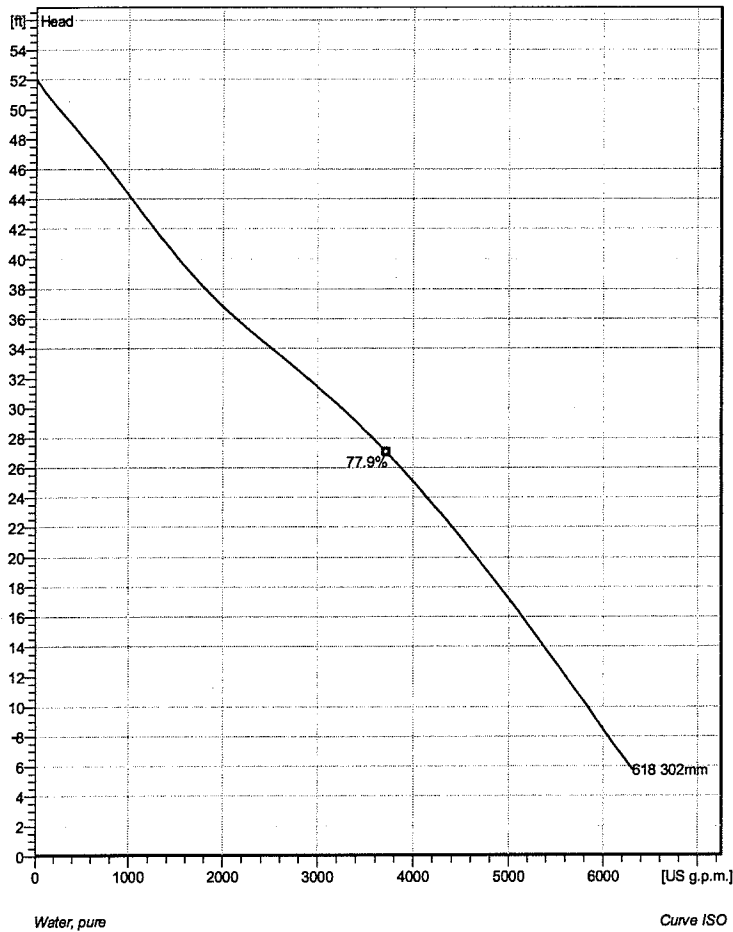
Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

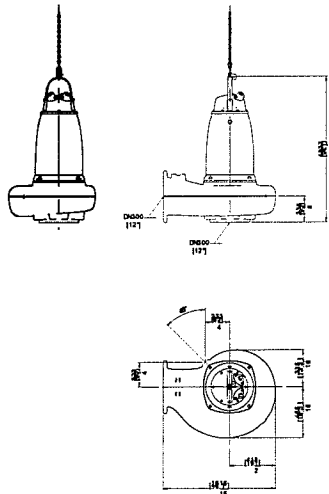
- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

NP 3202 LT 3~ 618

Technical specification

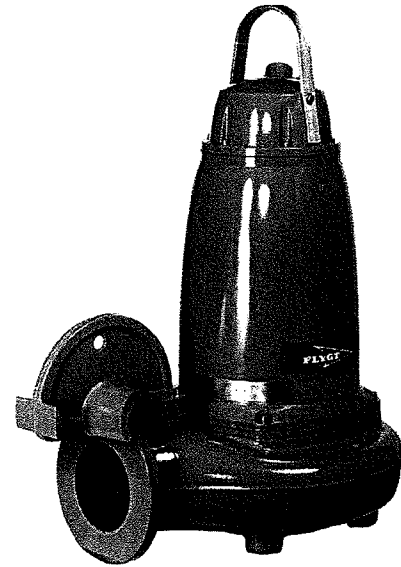


Installation: P - Semi permanent, Wet



Version	DATE
1.0	2015
1.1	2017

NP 3202 LT 3~ 618 100-120-150-180-200-220-240-260-280-300-320-340-360-380-400-420-440-460-480-500-520-540-560-580-600-620-640-660-680-700-720-740-760-780-800-820-840-860-880-900-920-940-960-980-1000



Note: Picture might not correspond to the current configuration.

General

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

Impeller

Impeller material	Hard-Iron™
Discharge Flange Diameter	11 13/16 inch
Suction Flange Diameter	11 13/16 inch
Impeller diameter	302 mm
Number of blades	2
Throughlet diameter	3 5/8 inch

Motor

Motor #	N3202.185 30-18-6AA-W 35hp
Stator variant	Standard
Frequency	1
Rated voltage	60 Hz
Number of poles	460 V
Phases	6
Rated power	3~
Rated current	35 hp
Starting current	43 A
Rated speed	246 A
Power factor	1170 rpm
1/1 Load	0.86
3/4 Load	0.83
1/2 Load	0.75
Motor efficiency	
1/1 Load	89.0 %
3/4 Load	89.5 %
1/2 Load	89.0 %

Configuration

Project	Project ID	Created by	Created on	Last update
			6/1/2017	

NP 3202 LT 3~ 618

Performance curve



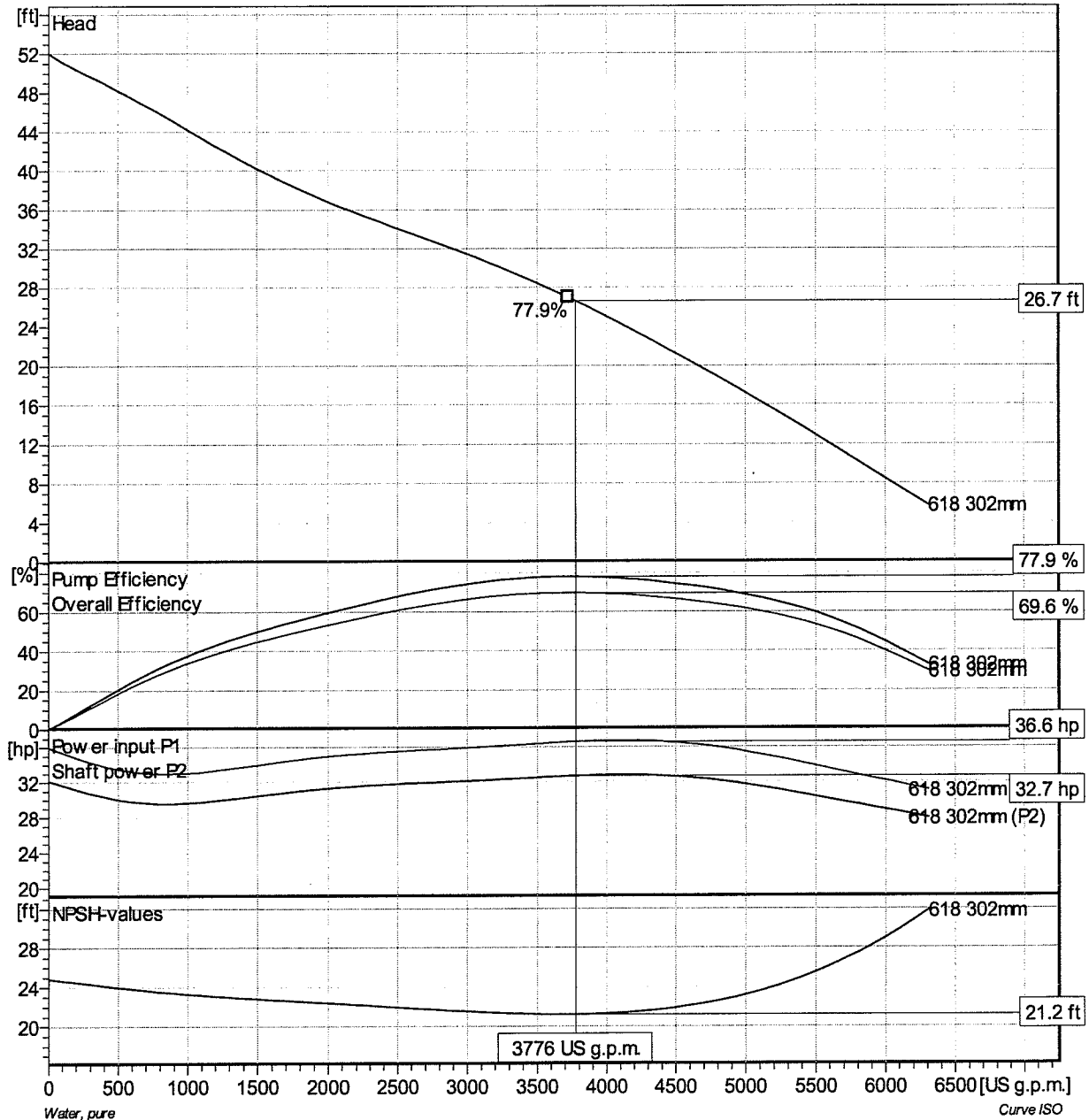
Pump

Discharge Flange Diameter 11 13/16 inch
Suction Flange Diameter 300 mm
Impeller diameter 11 7/8"
Number of blades 2
Throughlet diameter 3 5/8 inch

Motor

Motor # N3202.185 30-18-6AA-W 35hp
Stator variant 1
Frequency 60 Hz
Rated voltage 460 V
Number of poles 6
Phases 3~
Rated power 35 hp
Rated current 43 A
Starting current 246 A
Rated speed 1170 rpm

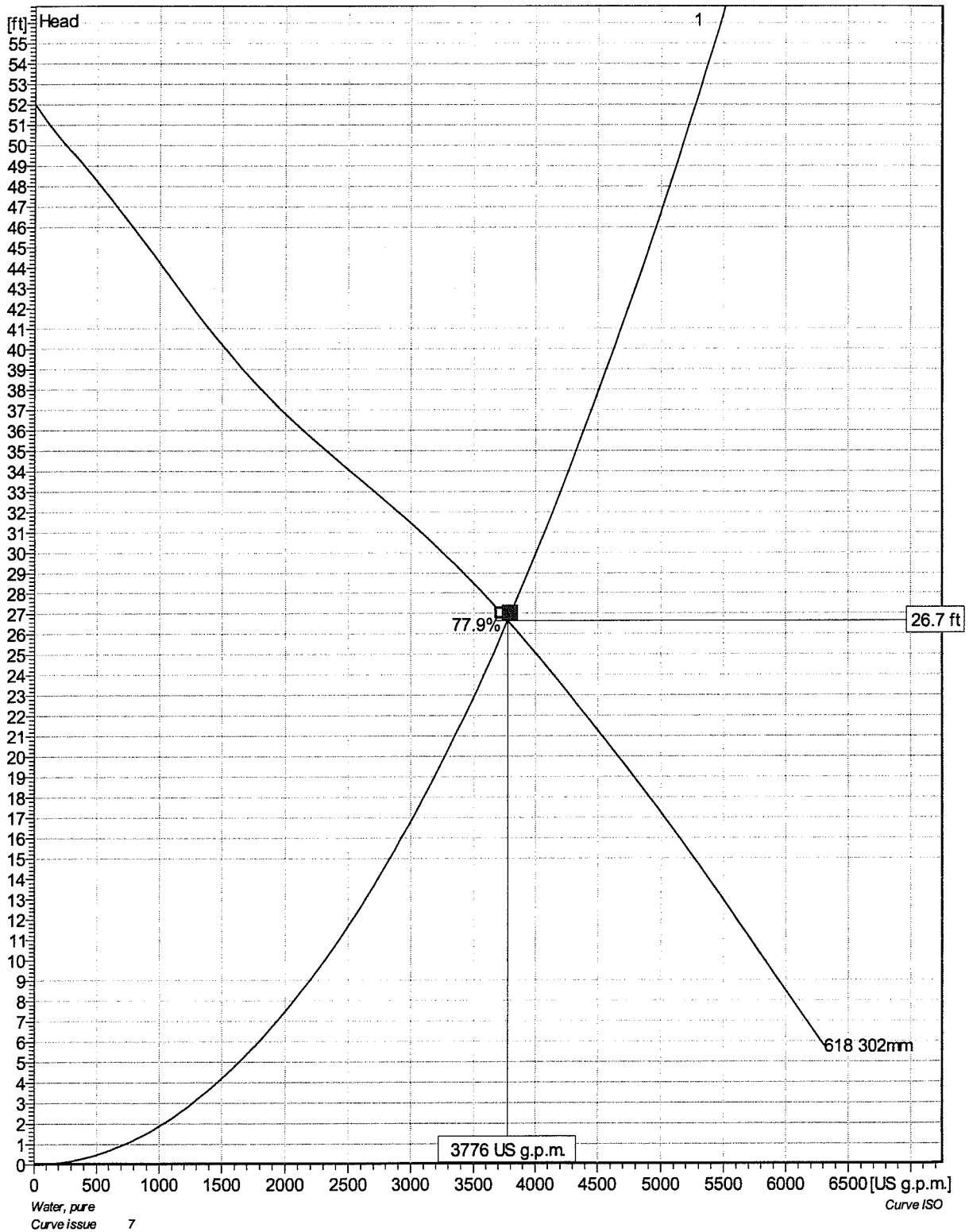
Power factor
1/1 Load 0.86
3/4 Load 0.83
1/2 Load 0.75
Motor efficiency
1/1 Load 89.0 %
3/4 Load 89.5 %
1/2 Load 89.0 %



Duty point	Guarantee
Flow Head	ISO:1999 Grade
3800 US g.p.m. 27 ft	No

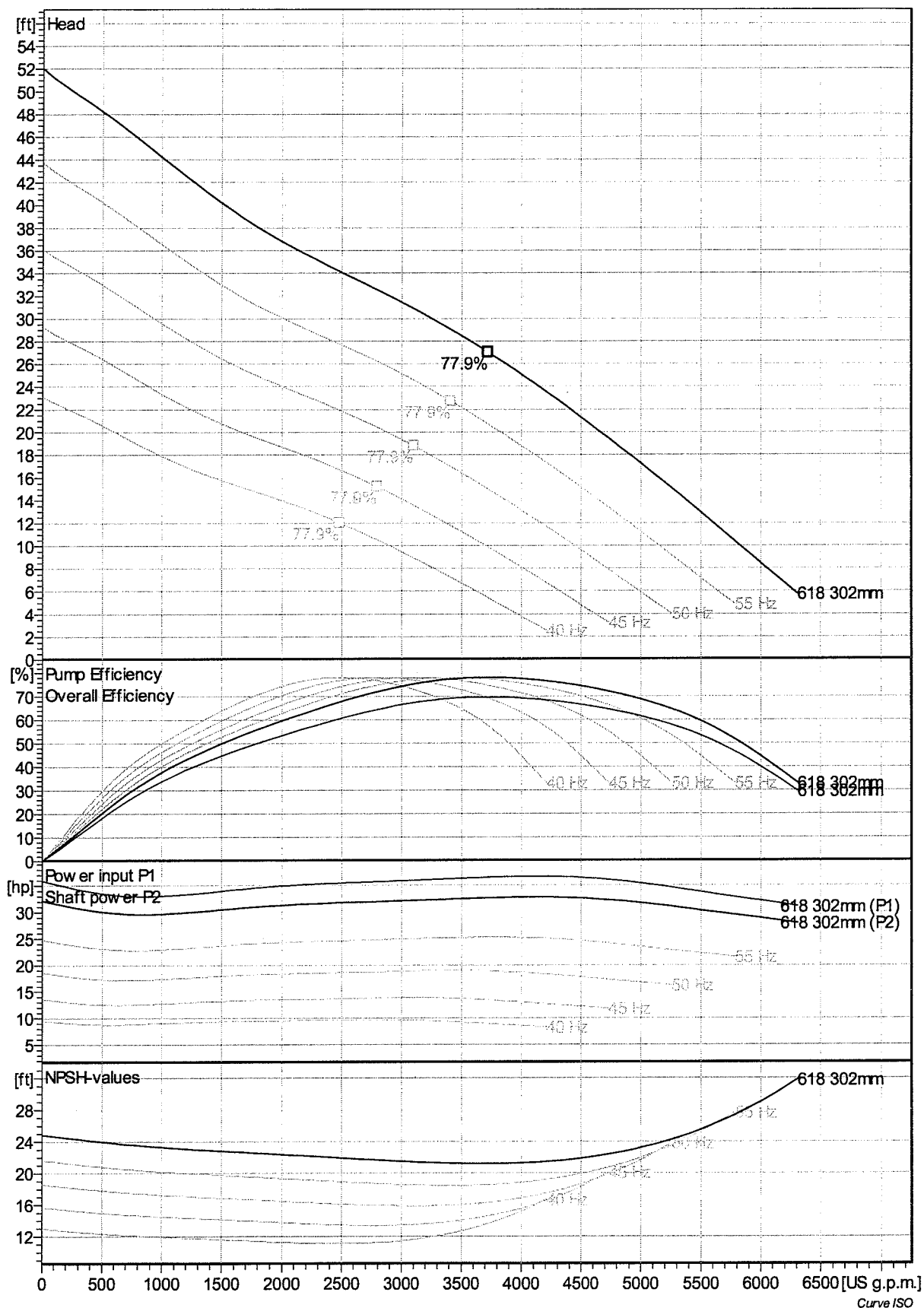
NP 3202 LT 3~ 618

Duty Analysis



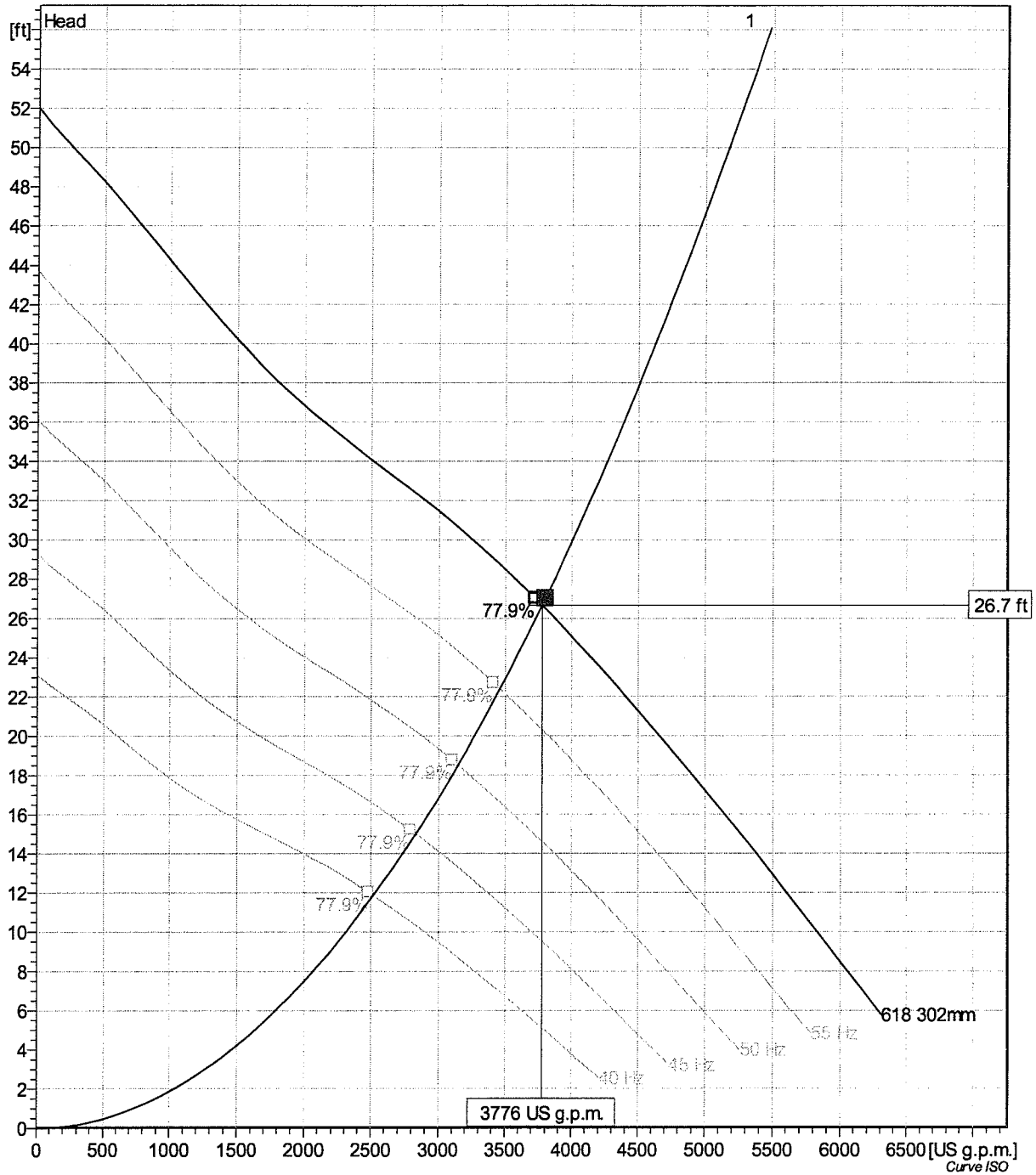
Pumps running /System	Individual pump			Total			Pump eff.	Specific energy	NPSHre
	Flow	Head	Shaft power	Flow	Head	Shaft power			
1	3780 US g.p.m.	26.7 ft	32.7 hp	3780 US g.p.m.	26.7 ft	32.7 hp	77.9%	120 kWh/US MG	21.2 ft

Project	Project ID	Created by	Created on 6/1/2017	Last update
---------	------------	------------	------------------------	-------------



NP 3202 LT 3~ 618

VFD Analysis



Pumps running /System	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hyd eff.	Specific energy	NPSHre
1	60 Hz	3780 US g.p.m.	26.7 ft	32.7 hp	3780 US g.p.m.	26.7 ft	32.7 hp	77.9 %	120 kWh/US MG	21.2 ft
1	55 Hz	3460 US g.p.m.	22.4 ft	25.2 hp	3460 US g.p.m.	22.4 ft	25.2 hp	77.9 %	100 kWh/US MG	18.5 ft
1	50 Hz	3150 US g.p.m.	18.5 ft	18.9 hp	3150 US g.p.m.	18.5 ft	18.9 hp	77.9 %	83.4 kWh/US MG	15.8 ft
1	45 Hz	2830 US g.p.m.	15 ft	13.8 hp	2830 US g.p.m.	15 ft	13.8 hp	77.9 %	68.6 kWh/US MG	13.4 ft
1	40 Hz	2520 US g.p.m.	11.8 ft	9.69 hp	2520 US g.p.m.	11.8 ft	9.69 hp	77.9 %	55.7 kWh/US MG	11.1 ft

Project

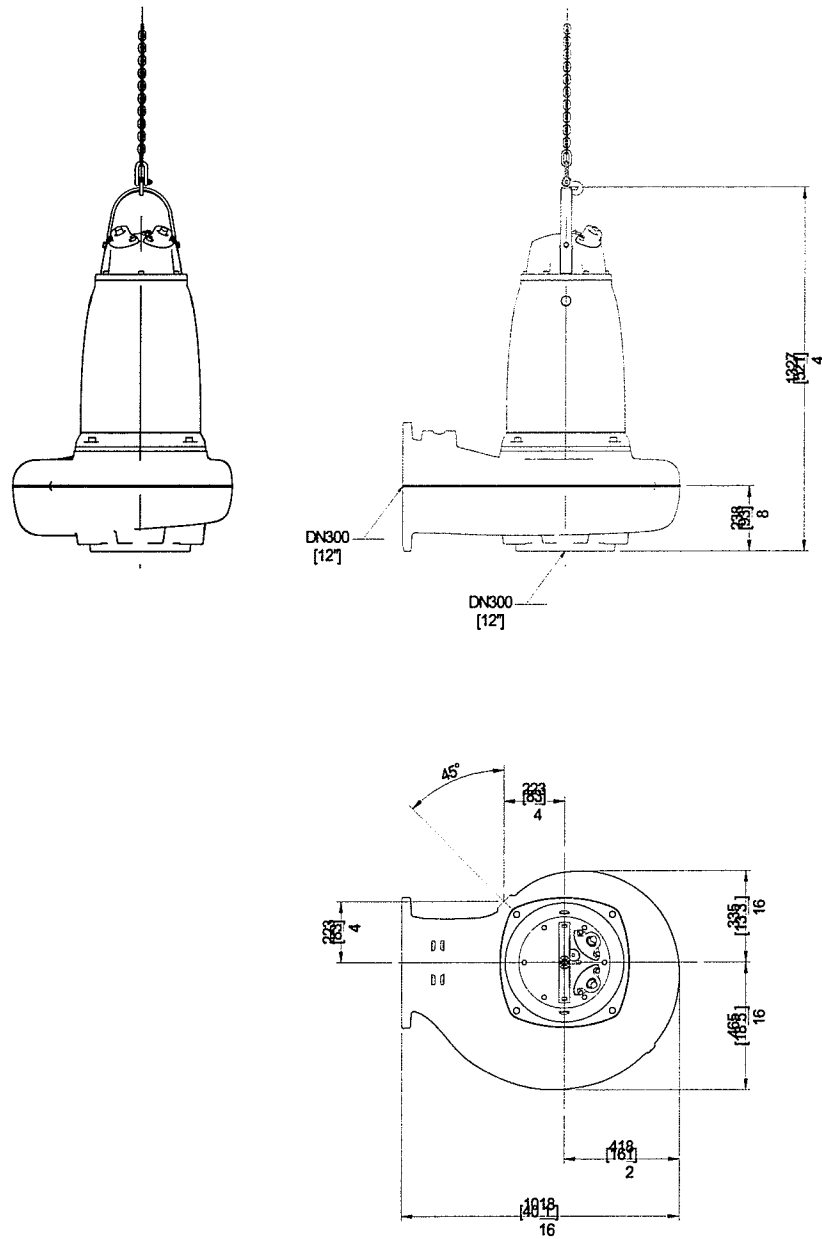
Project ID

Created by

Created on

Last update

6/1/2017



Weight pump	
kg	815
lbs	1797

NDX 3202.090,095,180,185,660,670 LT

Project	Project ID	Created by	Created on 6/1/2017	Last update
---------	------------	------------	------------------------	-------------

N-3202.185 SPECIFICATION

PUMP CONSTRUCTION

Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities. The lifting handle shall be of stainless steel. All exposed nuts or bolts shall be of stainless steel construction. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.

Sealing design shall incorporate **metal-to-metal contact** between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without the requirement of a specific torque limit.

Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.

COOLING SYSTEM

Each unit shall be provided with an integral motor cooling system. A stainless steel motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket. The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C). Operational restrictions at temperatures below 104°F are not acceptable. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.

CABLE ENTRY SEAL

The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter. The grommets shall be compressed by the cable entry unit, thus providing a strain relief function. The assembly shall provide ease of changing the cable when necessary using the same entry seal. The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.

MOTOR

The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber. The stator windings shall be insulated with moisture resistant Class H insulation rated for 180°C (356°F). The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%. The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31. The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable. The motor shall be designed for continuous duty while handling pumped media of up to 104°F. The motor shall be capable of no less than 30 evenly spaced starts per hour. The rotor bars and short circuit rings shall be made of aluminum. Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel. The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type

terminals. The use of wire nuts or crimp-type connectors is not acceptable. The motor and the pump shall be produced by the same manufacturer.

The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%. The motor shall be designed for continuous operation in up to a 40°C ambient and shall have a NEMA Class B maximum operating temperature rise of 80°C. A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.

Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out. The motor and cable shall be capable of continuous submergence underwater without loss of watertight integrity to a depth of 65 feet or greater.

BEARINGS

The integral pump/motor shaft shall rotate on two bearings. The motor bearings shall be sealed and permanently grease lubricated with high temperature grease. The upper motor bearing shall be a two row angular contact ball bearing. The lower bearing shall be a two row angular contact ball bearing to handle the thrust and radial forces. The minimum L₁₀ bearing life shall be 50,000 hours at any usable portion of the pump curve.

MECHANICAL SEALS

Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber shall be a leakage-free seal. The upper seal shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide seal ring. The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.

Each pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion. The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.

The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing. The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.

Seal lubricant shall be non-hazardous.

PUMP SHAFT

The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable. The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

IMPELLER

The impeller shall be of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design. The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction. The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater. The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater. The impeller to volute clearance shall be readily adjustable by the means of a single trim screw. The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

VOLUTE / SUCTION COVER

The pump volute shall be a single piece grey cast iron, ASTM A-48, Class 35B, non-concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified. The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed. The insert ring shall be cast of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron) and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

PROTECTION

Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm. A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.

The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit. The Mini CAS unit shall be designed to be mounted in the pump control panel.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0372

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-42 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #17-42 AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER 114SD DUMP TRUCKS FROM TRUCK CENTERS OF ARKANSAS IN THE TOTAL AMOUNT OF \$251,208.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-42 and authorizes the purchase of two (2) Freightliner 114SD dump trucks in the total amount of \$251,208.00 from Truck Centers of Arkansas for use by the Water and Sewer Operations Division.

City of Fayetteville Staff Review Form

2017-0372

Legistar File ID

8/1/2017

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

Jesse Beeks/Sara Glenn

7/12/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of Two Freightliner 114SD Dump Trucks available for the lowest bid received through Bid 17-42 from Truck Centers of Arkansas in Springdale, AR in the amount of \$125,604.00 each, for a total of \$251,208.00 for use in the Water and Sewer Department.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02079.2016/2017

Heavy Utility Vehicles

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 819,665.32

Funds Obligated \$ -

Current Balance \$ 819,665.32

Does item have a cost? Yes

Item Cost \$ 251,208.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 568,457.32

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: July 12, 2017

SUBJECT: Purchase of two Dump Trucks for Water & Sewer Department

RECOMMENDATION:

City Council approve the purchase of Two Freightliner 114SD Dump Trucks available for the lowest bid received through Bid 17-42 from Truck Centers of Arkansas in Springdale, AR in the amount of \$125,604.00 each, for a total of \$251,208.00 for use in the Water and Sewer Department.

BACKGROUND:

Unit 749 is a 2006 Freightliner M2-112 Dump Truck. It has exceeded its life expectancy and has 71% of its original purchase price in life to date maintenance cost. This percentage is the minimum we like to see when items come for replacement. However, there are additional factors we are considering in the need for replacement. The engine on this truck is a Mercedes and very costly to repair. With the work load of this vehicle and the age, concerns come up that if something were to happen we would not be able to repair it. In addition, it has a weak air compressor. This controls the brakes and is therefore a safety issue. This is also a 2006 model, which means that it does not comply with EPA standards.

Unit 752 is a 2008 Freightliner M2-112 Dump Truck. It has 80% of its original purchase price in life to date maintenance cost.

DISCUSSION:

Fleet recommends the purchase of Two Freightliner 114SD Dump Trucks available for the lowest bid received through Bid 17-42 from Truck Centers of Arkansas in Springdale, AR in the amount of \$125,604.00 each, for a total of \$251,208.00.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted and collected for these purchases.

This purchase was approved by the Equipment Committee on July 11, 2017

Attachments:

Bid Tab 17-42



Lioneld Jordan, Mayor

Number of Addendums: 0

Diesel Powered Dump Truck

Bid No. 17-42
Official Bid Tabulation

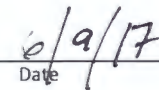
Bid No. 17-42
Date: 6.07.2017
Time: 2:00 PM

Item	Description	Each	MHC Kenworth - Springdale	Peterbilt of Ft. Smith - Option 1	Peterbilt of Ft. Smith - Option 2	Shibley Motor Equipment Co.	Truck Centers of Arkansas
			Price Each	Price Each	Price Each	Price Each	Price Each
1	Diesel Powered Dump Truck	2	\$ 127,272.35	\$ 132,250.00	\$ 133,652.00	\$ 128,255.00	\$ 125,604.00
	Truck Manufacturer and Model		Kenworth T440	Peterbilt 348	Peterbilt 349	Mack GU533	Freightliner 114SD
	Dump Body Manufacturer and Model		Hilbilt Mongoose XL	Hilbilt Mongoose XL	Duraclass	Davis 13 Ft.	Hilbilt Mongoose XL
	Total Based on Estimate		\$ 254,544.70	\$ 264,500.00	\$ 267,304.00	\$ 256,510.00	\$ 251,208.00

Certified:


A. Rennie, Purchasing Manager


Witness


Date 6/9/17

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0373

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

BID #17-43 KRAFTSMAN, INC.:

A RESOLUTION TO AWARD BID #17-43 AND AUTHORIZE THE PURCHASE OF TWO (2) KRAFTSMAN HP20T LOW BOY TRAILERS FROM KRAFTSMAN, INC. IN THE TOTAL AMOUNT OF \$32,310.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION AND TRANSPORTATION SERVICES DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-43 and authorizes the purchase of two (2) Kraftsman HP20T Low Boy Trailers in the total amount of \$32,310.00 from Kraftsman, Inc. for use by the Water and Sewer Operations Division and the Transportation Services Department.

City of Fayetteville Staff Review Form

2017-0373

Legistar File ID

8/1/2017

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

Jesse Beeks/Sara Glenn

7/12/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a Kraftsman HP20T Low Boy Trailer in the amount of \$15,680.00 and a Kraftsman HP20T Low Boy Trailer with an additional ramp in the amount of \$15,930.00, for a total of \$32,610.00 available from Kraftsman, Inc. of Ramseur, NC, the lowest bid received through Bid 17-43 for use in the Water & Sewer and Transportation Departments.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02080.2014/2016

Other Vehicle/Equipment

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 460,860.23

Funds Obligated \$ -

Current Balance \$ 460,860.23

Does item have a cost? Yes

Item Cost \$ 32,610.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 428,250.23

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: July 12, 2017

SUBJECT: Purchase of two Trailers for Water & Sewer and Transportation Department

RECOMMENDATION:

City Council approve the purchase of a Kraftsman HP20T Low Boy Trailer in the amount of \$15,680.00 and a Kraftsman HP20T Low Boy Trailer with an additional ramp in the amount of \$15,930.00, for a total of \$32,610.00 available from Kraftsman, Inc. of Ramseur, NC, the lowest bid received through Bid 17-43 for use in the Water & Sewer and Transportation Departments.

BACKGROUND:

Unit 953 is a 1994 CZ ENG Trailer that has far exceeded its life expectancy and it has 156% of its original purchase price in life to date maintenance cost.

Unit 9060 is a 2004 Interstate Trailer that has exceeded its life expectancy and it has 77% of its original purchase price in life to date maintenance cost.

DISCUSSION:

Fleet recommends the purchase of a Kraftsman HP20T Low Boy Trailer in the amount of \$15,680.00 and a Kraftsman HP20T Low Boy Trailer with an additional ramp in the amount of \$15,930.00, for a total of \$32,610.00 available from Kraftsman, Inc. of Ramseur, NC, the lowest bid received through Bid 17-43.

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for these purchases. There is a shortfall in collection towards unit 953 that should be made up in the sale of the old unit.

This purchase was approved by the Equipment Committee on July 11, 2017

Attachments:

Bid Tab 17-43



CITY OF
FAYETTEVILLE
ARKANSAS

Lioneld Jordan, Mayor

Number of Addendums: 1

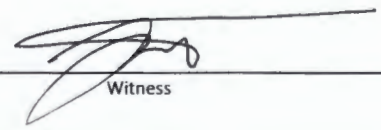
Heavy Duty Trailers

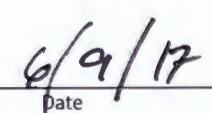
Bid No. 17-43
Official Bid Tabulation

Bid No. 17-43
Date: 6.07.2017
Time: 3:00 PM

Bidder	Item 1			Item 2			Total Base Bid
	Qty. 1	Description		Qty. 1	Description		
	Low boy two axel trailer			Low boy two axle trailer (with additional ramp)			
	Manufacturer	Model	Price Each	Manufacturer	Model	Price Each	
Holden Industries, Inc.	Holden	TD040	\$ 16,246.00	Holden	TD040	\$ 16,627.00	\$ 32,873.00
Hugg & Hall Equipment Co.	Felling	FT-40-2 LP	\$ 18,554.51	Felling	FT-40-2 LP	\$ 19,298.56	\$ 37,853.07
Kraftsman, Inc.	Kraftsman	HP20T	\$ 15,680.00	Kraftsman	HP20T	\$ 15,930.00	\$ 31,610.00
Overbilt Trailer Company	Overbilt	OTC-20TT-2	\$ 17,975.00	Overbilt	OTC-20TT-3	\$ 18,239.00	\$ 36,214.00
Technology International, Inc.	Rollsrite	48KP25HDA	\$ 16,475.00	Rollsrite	48KP25HDA	\$ 17,025.00	\$ 33,500.00
Verde Inc.	Rollsrite	48KP25HDA	\$ 17,995.00	Rollsrite	48KP25HDA	\$ 18,495.00	\$ 36,490.00
Williams Tractor	Felling	FT-40-2 LP	\$ 17,579.00	Felling	FT-40-2 LP	\$ 18,380.00	\$ 35,959.00


A. Rennie, Purchasing Manager


Witness


Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0374

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 FORD F150 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$24,581.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a 2018 Ford F150 Crew Cab 4x2 from Lewis Ford of Fayetteville, Arkansas in the amount of \$24,581.00, pursuant to a state procurement contract, for use by the Police Department.

City of Fayetteville Staff Review Form

2017-0374

Legistar File ID

8/1/2017

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

Jesse Beeks/Sara Glenn

7/12/2017

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to authorize the purchase of a 2018 Ford F150 Crew Cab 4x2 available for the state contract price of \$24,581.00 through Lewis Automotive Group of Fayetteville, AR for use in the Police Department.

Budget Impact:

4470.220.8200-5802.00

Police Unmarked Vehicles

Account Number

Fund

06003-1

Sales Tax Capital Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 105,916.50

Funds Obligated \$ -

Current Balance \$ 105,916.50

Does item have a cost? Yes

Item Cost \$ 24,581.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 81,335.50

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council
THRU: Terry Gulley, Director of Transportation
FROM: Jesse Beeks, Fleet Operations Superintendent
DATE: July 12, 2017
SUBJECT: Purchase of one Truck for Police Department

RECOMMENDATION:

City Council approve the purchase of a 2018 Ford F150 Crew Cab 4x2 available for the state contract price of \$24,581.00 through Lewis Automotive Group of Fayetteville, AR for use in the Police Department.

BACKGROUND:

Unit 2172 is a 2010 Ford F150 used to transport evidence back and forth from Little Rock. This unit has exceeded its life expectancy.

DISCUSSION:

Fleet recommends the purchase of a 2018 Ford F150 Crew Cab 4x2 available for the state contract price of \$24,581.00 through Lewis Automotive Group of Fayetteville, AR

BUDGET/STAFF IMPACT:

Sufficient funds have been budgeted for this purchase.

This purchase was approved by the Equipment Committee on July 11, 2017

Attachments:



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0375

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,094.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$4,094.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2017-0375

Legistar File ID

8/1/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

7/6/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$4,094.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040.5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 23,319.00

Funds Obligated \$ 2,683.77

Current Balance \$ 20,635.23

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 4,094.00

Remaining Budget \$ 24,729.23

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: July 6, 2017

SUBJECT: Approval of a budget adjustment in the amount of \$4,094 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$4,094.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$4,094.00 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Budget Year	Division	Adjustment Number
2017	FIRE (300)	
	/Org2	
	Requestor: Granville Wynn	

Approval of a budget adjustment in the amount of \$4,094.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

	COUNCIL DATE:	8/1/2017
	LEGISTAR FILE ID#:	2017-0375
	<i>Liz Hutchens</i> 7/7/2017 1:16 PM	
	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: 2017-0386

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

B-UNLIMITED, INC.:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

WHEREAS, B-Unlimited, Inc., a custom collegiate licensed apparel company headquartered in Fayetteville which has seen growth in sales from \$500,000.00 in 2009 to a projected \$10,000,000.00 in 2017, has purchased property at 2291 South School Avenue and plans a total investment of \$300,000.00 in new construction, improvements, and equipment modernization; and

WHEREAS, B-Unlimited, Inc. is committed to creating 16 new jobs paying an average hourly wage of \$15.02 for a total annual payroll of approximately \$500,000.00; and

WHEREAS, B-Unlimited, Inc. meets the Fayetteville First Plan's strategic focus of retaining manufacturers, retailers, and e-commerce companies; and

WHEREAS, in order to certify B-Unlimited, Inc. to participate in the sales and use tax refund program, either Washington County or the City of Fayetteville, or both, must "(s)pecify that the Department of Finance and Administration is authorized to refund local sales taxes to the qualified business." {A.C.A. §15-4-2706 (d)(B)(ii)}; and

WHEREAS, the City of Fayetteville or Washington County must also endorse B-Unlimited, Inc.'s participation in this state and local sales and use tax refund program; and

WHEREAS, bond indentures prevent diversion of sales tax proceeds from the city's bonded penny sales and use tax.

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 endorses B-Unlimited, Inc.'s participation in the sales and use tax refund program authorized by A.C.A. §15-4-2706(d) in relation to its construction, equipping and hiring at its new facility in Fayetteville, Arkansas.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby specifies that the Department of Finance and Administration is authorized to refund the non-bonded penny city sales tax to B-Unlimited, Inc. for qualified construction and equipment purchased for its facility in Fayetteville, Arkansas.

City of Fayetteville Staff Review Form

2017-0386

Legistar File ID

8/1/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

7/12/2017

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

B-UNLIMITED, INC.: A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

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:



MEETING OF AUGUST 1, 2017

TO: Mayor; Fayetteville City Council
THRU: Don Marr, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE: July 12, 2017
SUBJECT: **B-Unlimited, Inc. Tax Back Program**

RECOMMENDATION:

The City Staff and Administration recommend on behalf of the Mayor's office that the City Council of the City of Fayetteville pass a resolution in support of B-Unlimited, Inc. to participate in the State of Arkansas Tax Back Program. The Arkansas Economic Development Commission seeks local support for the Tax Back Program, and the City Council's action to support this application will result in their approval.

BACKGROUND:

The City of Fayetteville was contacted by Steve Clark, President and CEO of the Fayetteville Chamber of Commerce and Chung Tan, Director of Economic Development with the Fayetteville Chamber of Commerce, seeking endorsement of B-Unlimited, Inc. to participate in the State of Arkansas Tax Back Program of the Consolidated Incentive Act of 2003.

B-Unlimited is a custom collegiate licensed apparel company headquartered in Fayetteville. B-Unlimited Inc. has seen a rapid increase in sales from \$500,000 in 2009 to a projected \$10,000,000 in sales this year. Recently, B-Unlimited purchased a property at 2291 S School and this expansion project includes an investment of \$300,000 in new construction, improvements, and equipment modernization. Furthermore, B-Unlimited Inc. is committed to creating 16 new jobs at an average wage of \$15.02 per hour resulting in an annual payroll of \$500,000.

DISCUSSION:

B-Unlimited, Inc. meets the Fayetteville First Plan's strategic focus of retaining manufacturers, retailers, and e-commerce companies.

BUDGET/STAFF IMPACT:

We believe the budget impact will be neutral. The job growth will spur new sales tax growth from the new employees but most importantly may lead to further expansion in this area supporting B-Unlimited, Inc.'s needs.

Attachments:

Exhibit A: Chamber of Commerce Support Letter

Exhibit B: Consolidated Incentive Act of 2003 Incentive Application



July 10, 2017

Mayor Lioneld Jordan
City Council
113 W Mountain
Fayetteville, AR 72701

Dear Mayor Jordan and City Council Aldermen/women:

I write to support B-Unlimited, Inc.'s application for the Sales and Use Tax Refund program. B-Unlimited, Inc. is a custom collegiate licensed apparel screen printing company headquartered in Fayetteville. The company saw its sales increased from \$500,000 in 2009 to an expected \$10 million this year.

With the explosive growth comes the need to expand and create new jobs. B-Unlimited recently bought a property in south Fayetteville (2291 S School Ave) and this expansion project includes \$300,000 worth of new construction, expansion/improvement of existing buildings and modernization in terms of equipment. There will be 16 new jobs created with an average wage of \$15.02 per hour resulting in an annual new payroll of \$500,000.

I strongly recommend that the City Council approves a resolution to refund sales and use taxes to B-Unlimited for qualified purchases under this program. Your approval indicates positive support for our locally grown small businesses and encourages other small businesses to follow suit. While B-Unlimited hires and trains across the board, they pay special attention in developing and training creative and e-commerce skills thereby contributing to the workforce pool for this category of skill sets.

B-Unlimited is expected to continue its growth as it continues tapping into the custom collegiate licensed apparel market. Last but not least, B-Unlimited supports other local retailers as a service partner.

Thank you for your consideration.

A handwritten signature in blue ink that reads 'Steve Clark'.

Steve Clark, IOM
President/CEO



Consolidated Incentive Act of 2003 Incentive Application

OFFICE USE ONLY

Project #

Project Manager

Date Received

Incentive Program

Please select which of the following program(s) are applicable to this application:

Job Creation:

☒ **Advantage Arkansas** (Income Tax Credit program)

Investment: (construction, expansion, modernization)

Applicants may only select one of the following programs:

☒ **Tax Back** (Sales and Use Tax Refund program)
For new or expanding businesses with a \$100,000 minimum investment

OR

☐ **InvestArk** (Sales and Use Tax Credit program)
For existing businesses only, with two (2) or more years of operating in Arkansas, investing a minimum of \$5,000,000 and obtaining a direct-pay sales/use tax permit.

Applicant

B-Unlimited, Inc.

Local Operating Name of Company

2291 S School Avenue

Fayetteville/AR 72701

Mailing Address

City/State

Zip

2291 S School Avenue

Fayetteville/AR 72701

Physical Location of Project

City/State/Zip

County

Kevin Wasemiller, 417-230-5271

Name and Title of Local Company Contact

Phone

Fax

kevin@b-unlimited.com b-unlimited.com

Company Contact e-mail address

Company Website

Complete Company Name, if company is filing for tax credit under a different name

**Project
Cost
Estimate**

Land\$
Building (a) New construction\$ 100,000
 (b) Existing building.....\$ 100,000
Equipment\$ 100,000

TOTAL\$ 300,000

Employment

Present employment: 38 FT

Number of new employees resulting from this project: 16

Average Hourly wage of new employees hired for this project: \$ 15.02

Total annual payroll of new employees hired for this project: \$ 500,000

NOTE: To qualify for the income tax credits provided by the Advantage Arkansas program, the company must be an eligible business and meet the minimum payroll requirements for the Tier (county) in which the project is located. The Tier Map is available on line at www.ArkansasEDC.com.

**NAICS
Classification
Code**

323113

Custom collegiate licensed apparel screen printing company

Description of principal business activity, products manufactured, etc.

What percentage of the applicant's gross sales are retail sales to the public? 3 %
(An eligible company must not derive more than 10% of its revenue from sales to the general public)

If the applicant is a computer-related company, a distribution center, office sector business, motion picture company or a scientific and technical services business, 75% of the applicant's sales revenue must be derived from out of state.

What percentage of the applicant's sales is derived from out of state? 22 %

NOTE: Information contained in this application is subject to audit by the Arkansas Department of Finance and Administration. If any of the above information is found to be inaccurate and does not qualify, the business will be decertified and shall not receive any benefits and may be required to repay any benefits received, plus penalty.

I.D. Numbers

Employer's Federal I.D. Number _____

Arkansas Sales or Consumer Use Tax Number _____

**Information
for Income Tax
Credit****Ownership of Company** (Please check the appropriate box.)☐ Individual☐ Partnership☐ LLC☐ Taxable Corporation
(C Corporation)☒ Small Business Corporation
(Sub S Corporation)

If ownership of company is Individual, Partnership, LLC or Small Business Corporation, please provide the following information (a separate attachment may be submitted if necessary):

Name(s) of Owner(s)	Percent Ownership	Social Security Number or Federal Tax I.D. Number
Ben Clark	100%	

When does your tax year end? 12 31
Month Date

**Consultant
Information**
(If Applicable)

Name of Consultant filing this application Phone Fax

Consultant Firm Name

Mailing Address City/ State/ Zip

Consultant E-mail address

Project Plan

Please indicate the activity planned by the company associated with this application.
(Check all that apply)

☒ New Construction ☒ Expansion of existing business ☒ Modernization

Estimated Start Date of Project: 04/2017 Estimated Completion Date of Project: 10/2017

Project Description:

Project scope includes building executive offices and conference room(s), warehousing space, embroidery room (controlled conditions) as well as finishing out the second floor of our second building to accommodate more sales/artist offices.

Project Cost Estimates:

Land:	Description:			
			\$	
	<i>Land Total:</i>		\$	
Building:	New construction:	Build out of executive offices and conference room; embroidery room and warehousing space	100,000	
			\$	
	Expansion or Purchase of existing facility:	Building out the 2nd floor of our existing office/production space	100,000	
			\$	
	<i>Building Total:</i>		\$ 200,000	
Machinery and Equipment:	Description:	Pre-printing machinery to maximize production efficiency as well as increase number of jobs per press per day as we anticipate a spike in sales/production this Fall 2017		
			\$	
	<i>Machinery & Equipment Total:</i>		\$ 100,000	
Total Estimated Project Cost:			\$ 300,000	

Certification

The undersigned authority, Ben Clark acknowledges that he/she is
Company Official (Printed Name)
the owner or authorized official of the applicant company that has the authority to act on behalf of
the applicant.

This affidavit is made for the specific purpose of verifying that the information contained in this application is true and correct. The applicant acknowledges that only those eligible project costs incurred and/or employees hired after the date this application is received by the Commission will be considered for refund or credit. The Advantage Arkansas program requires a separate financial incentive agreement, signed by the applicant company and the Commission, before hiring any new, full-time, permanent employees. **The applicant company does hereby agree to report new job creation and investment figures annually to the Arkansas Department of Finance and Administration for the term of the incentive agreement and to the Arkansas Economic Development Commission upon request.**

Ben Clark
Signature of Company Official

CEO
Title

06/20/2017
Date

Contract Disclosure

Any individual contracting with the State of Arkansas must make full disclosure if he or she is a current or former: member of the General Assembly, Constitutional Officer, Board or Commission member, State employee, or the spouse or immediate family member of any of the persons described herein; or if such persons having any position of control or any ownership interest of ten percent (10%) or greater in the entity currently applying to contract with the State. Please indicate if this disclosure is required for this application. Failure to disclose such information is a criminal offense and shall render any contract with the State of Arkansas null and void.

Disclosure Required?: ☐ Yes or ☒ No

Press Release Disclosure

I ☒ do ☐ do not authorize the Arkansas Economic Development Commission to release to the press the new job creation and investment figures.

(Signing this authorization to release job creation and investment numbers is not mandatory. However, information about benefits received is public information and may be obtained through a Freedom of Information request filed with the Arkansas Department of Finance and Administration.)

Ben Clark
Signature of Company Official

CEO
Title

06/20/2017
Date

If you have questions about the incentive programs included in this application, please call the Arkansas Economic Development Commission at 501-682-7675 or visit the Commission's website at www.ArkansasEDC.com.

Submit this application to:
Business Development Division
Arkansas Economic Development Commission
900 West Capitol, Suite 400
Little Rock, AR 72201

AEDC APPROVAL

The Commission's approval of this application is based upon its content. The eligibility provisions of the individual incentive programs will be administered by the Arkansas Department of Finance and Administration upon audit at a later date.

Signature of AEDC Incentives Manager



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0385

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

GARVER, LLC TAXIWAY B WIDENING:

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH GARVER, LLC IN THE AMOUNT OF \$98,000.00 FOR DESIGN AND BIDDING SERVICES RELATED TO THE TAXIWAY B WIDENING AND REHABILITATION PROJECT AT DRAKE FIELD

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 Task Order No. 9 with Garver, LLC in the amount of \$98,000.00 for design and bidding services related to the Taxiway B Widening and Rehabilitation Project at Drake Field.

City of Fayetteville Staff Review Form

2017-0385

Legistar File ID

8/1/2017

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

Terry Gulley

7/13/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests that the Mayor allow the Aviation Division to execute a task order in the amount of \$98,000 for Garver, LLC to complete design and bidding services for the proposed Taxiway B Widening and Rehabilitation project at Fayetteville – Drake Field Airport.

Budget Impact:

5550.760.3940-5314.00

Airport

Account Number

Fund

31704.1701

Professional Services

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 137,520.00

Funds Obligated \$ -

Current Balance \$ 137,520.00

Does item have a cost? Yes

Item Cost \$ 98,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 39,520.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 13, 2017

SUBJECT: Taxiway B Widening and Rehab Design Services Task Order 9

RECOMMENDATION:

Staff requests that the Mayor allow the Aviation Division to execute a task order in the amount of \$98,000 for Garver, LLC to complete design and bidding services for the proposed Taxiway B Widening and Rehabilitation project at Fayetteville – Drake Field Airport.

BACKGROUND:

The airport currently has charter flights that operate at the airfield with a Boeing 737-800 and Boeing 757-200 aircraft. These aircraft cannot taxi from the terminal apron to the Runway 16 threshold without crossing the runway due to current width of Taxiway B north of Taxiway D. In addition, these aircraft cannot taxi to the Runway 34 threshold without utilizing judgmental oversteering to maneuver the final turn on the south end of Taxiway B.

In an effort to provide adequate taxiway width to promote safe taxiing operations for the large charter aircraft, the airport included a taxiway widening project in their FAA CIP. In addition to the widening of the taxiway, the rehabilitation of pavement adjacent to all taxiway widened as part of the project will also be included. The project was originally scheduled to be completed in 2019. However, the FAA has recently notified the airport that additional funding was secured and construction will be moved to 2018. The Aviation Division recently retained Garver to complete a Preliminary Engineering Report (PER) for the project, which will be reimbursed in the FAA grant. The task order for the PER was previously approved by Council on January 17, 2017 and was completed in April 2017.

DISCUSSION:

All costs associated with the PER, Design, and Bidding Services are included in an FAA design-only grant offer for \$137,520. The design-only grant was submitted for Council approval on July 18, 2017.

The project will advertise for bids in spring 2018. A task order for construction phase services and FAA grant application for construction will be submitted for Council approval in summer 2018 and construction will begin after that future FAA grant has been executed. Below is a summary of the costs and funding breakdown for each upcoming grant.

BUDGET/STAFF IMPACT:

2017 FAA Grant (Design-Only)

Preliminary Engineering Report:	\$49,800.00**	FAA:	\$137,520.00
Design and Bidding Services:	\$98,000.00	ADA:	\$15,280.00*
Administration and Other Costs:	\$5,000.00	City:	\$0.00
TOTAL:	\$152,800.00	TOTAL:	\$152,800.00

*Aviation Division will come back to Council at the completion of the grant to request approval to apply for a state grant for the 10% share of the project cost.

**Funds for the Preliminary Engineering Report were approved at the January 17, 2017 City Council meeting.

2018 FAA Grant (Construction)

Construction Phase Services (estimated):	\$150,000.00	FAA:	\$1,480,500.00
Construction (estimated):	\$1,500,000.00	ADA:	\$164,500.00
TOTAL:	\$1,650,000.00	City:	\$5,000.00
		TOTAL:	\$1,650,000.00

ATTACHMENTS:

Staff Review Form
City Council Memo
Task Order 9

APPENDIX A-9

TASK ORDER 09 FAYETTEVILLE – DRAKE FIELD (FYV) TAXIWAY B WIDENING AND REHABILITATION (DESIGN & BIDDING)

This TASK ORDER is made as of _____, 2017 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as “CITY OF FAYETTEVILLE,” and GARVER, LLC, hereinafter referred to as “GARVER”, in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on April 21, 2015.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Taxiway B Widening and Rehabilitation project.

Widen portions of Taxiway B to bring them into TDG 3 standards and rehabilitation of pavement on Taxiway B adjacent to the proposed widening as detailed in the previously completed Preliminary Engineering Report.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-9.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis. This task order is contingent upon receipt of sufficient grant funds from the Federal Aviation Administration and/or the Arkansas Department of Aeronautics.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Preliminary Design	\$64,000	Lump Sum
Final Design	\$25,000	Lump Sum
Bidding Services	\$9,000	Lump Sum
TOTAL FEE	\$98,000	

The lump sum amount to be paid under this agreement is \$98,000. For informational purposes, a breakdown of GARVER’s estimated costs is included in Exhibit B-9 with approximate current hourly rates for each employee classification.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-9 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

- 3.1.1 Exhibit A-9 Scope of Services
- 3.1.2 Exhibit B-9 Rate Schedule & Manhour Tables
- 3.1.3 Exhibit C-9 Project Exhibit

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Task Order, including attachments listed in SECTION 3 –EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE, ARKANSAS

GARVER

By : _____
Mayor, Lioneld Jordan

By:  _____

ATTEST:

By: _____
City Clerk

Title: _____ Senior Vice President

**EXHIBIT A-9 – SCOPE OF SERVICES
FAYETTEVILLE – DRAKE FIELD (FYV)
TAXIWAY B WIDENING AND REHABILITATION (DESIGN & BIDDING)**

1.1 General

Generally, the scope of services includes preliminary design, final design, and bidding services for the improvements to Taxiway B at Fayetteville – Drake Field. Improvements will consist of widening and rehabilitation as outlined in the recently completed Preliminary Engineering Report.

1.2 Design Services

1.2.1 General

GARVER will prepare detailed construction drawings, specifications, instructions to bidders, general provisions and special provisions, all based on guides furnished to GARVER by the CITY OF FAYETTEVILLE and FAA. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions and shall be submitted to the FAA office from which approval must be obtained. Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by GARVER from the Department of Labor as appropriate for incorporation into the specifications for the proposed project.

1.2.2 Site Visit

GARVER civil and electrical staff engineers will make one (1) site visit during the design phase to document existing conditions.

1.2.3 Airspace Analysis

GARVER will prepare and submit the project to the FAA for airspace clearance on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate approval with FAA representatives.

1.2.4 Utility Coordination

As necessary, GARVER will coordinate with the Airport and FAA to locate and protect any existing utilities or Navigational Aid cables.

1.2.5 Quality Control

GARVER will establish a Quality Control Plan (QCP) for the project. The QCP will outline schedules, project goals, and team member responsibilities. GARVER will also provide QC reviews at the preliminary and final design stages. QC reviews will be completed by a senior construction observer and Aviation project manager. Weekly internal progress meetings will be held during the preliminary and final design phases to ensure adequate quality control throughout the design phases.

1.2.6 Construction Safety & Phasing Plans (CSPP)

GARVER will develop a construction safety and phasing plan (CSPP). During development of the CSPP, GARVER will hold a meeting at the airport with airport tenants, ATCT, and FAA SSC personnel to obtain feedback regarding flight operations during each phase of construction.

After receiving comments from the meeting, GARVER will develop a preliminary CSPP for the CITY OF FAYETTEVILLE's review prior to submission to the FAA. Upon CITY OF FAYETTEVILLE approval, this plan will be submitted to the FAA for review. The plan will be submitted to the FAA in two phases. The first submission will include "Points of Interest" identifying the limits of each construction phase. The second submission will include the full CSPP.

1.2.7 Geometric and Rehabilitation Design

GARVER will utilize the design criteria from the Preliminary Engineering Report for all taxiway geometric design. GARVER will also utilize the recommendations from the Preliminary Engineering Report for all rehabilitation design.

1.2.8 Grading and Drainage

Grading and drainage in the vicinity of the proposed taxiway will be completed in alignment with the airport's existing drainage system. Drainage structures will be designed to connect with existing drainage where applicable and drainage pipe will be sized accordingly.

GARVER will coordinate the grading on the south end of Taxiway B with the CITY OF FAYETTEVILLE's floodplain coordinator. It is expected that GARVER will submit a floodplain development permit.

1.2.9 Airfield Electrical

GARVER will design the can and conduit taxiway edge lights, signs, and infrastructure for the section of the taxiway affected. Taxiway edge light and guidance sign technology is expected to be LED, unless otherwise coordinated with the CITY OF FAYETTEVILLE during design.

1.3 Preliminary Design

1.3.1 Preliminary Plans, Specifications, & Engineer's Report

GARVER will develop preliminary plans, specifications, and engineer's report and submit these to the CITY OF FAYETTEVILLE and FAA for review.

1.3.2 Preliminary CITY OF FAYETTEVILLE Review Meeting

GARVER will meet with the CITY OF FAYETTEVILLE to review the preliminary plans, specifications, and engineer's report and to receive CITY OF FAYETTEVILLE comments and direction. GARVER will submit the preliminary plans to the FAA after incorporating any CITY OF FAYETTEVILLE comments.

1.4 Final Design

1.4.1 Final Plans, Specifications, & Engineer's Report

GARVER will incorporate any FAA comments from the preliminary review and will prepare for final publication of documents. GARVER will furnish plans, specifications, and Engineer's Report to the CITY OF FAYETTEVILLE and FAA

1.5 Bidding Services

GARVER will assist the CITY OF FAYETTEVILLE in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend a pre-bid conference and receive and process deposits for Bidding Documents. The CITY OF FAYETTEVILLE will pay advertising costs outside of this contract. GARVER will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. GARVER will consult with and advise the CITY OF FAYETTEVILLE as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. GARVER will consult with the CITY OF FAYETTEVILLE concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents. GARVER will attend the bid opening, prepare bid tabulation sheets and assist the CITY OF FAYETTEVILLE in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services. GARVER will assist the CITY OF FAYETTEVILLE in the execution of all contract documents and furnish a sufficient number of executed documents for the CITY OF FAYETTEVILLE, Contractor and FAA.

1.6 Construction Phase Services

To be added via Task Order Amendment or subsequent task order.

1.7 Materials Testing Services

To be added via Task Order Amendment or subsequent task order.

1.8 Closeout Services

To be added via Task Order Amendment or subsequent task order.

1.9 Project Deliverables

The following will be submitted to the CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. One copy of the Preliminary Plans, Specifications, and Engineer's Report with opinion of probable construction cost to the CITY OF FAYETTEVILLE and FAA for review.
2. One copy of the Final Plans, Specifications, and Engineer's Report with opinion of probable construction cost to the CITY OF FAYETTEVILLE and FAA.
3. Electronic files as requested.

1.10 Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Redesign for the CITY OF FAYETTEVILLE's convenience, design in conflict with the recommendations of the Preliminary Engineering Report, or redesign due to changed conditions after previous alternate direction and/or approval.
2. Submittals or deliverables in addition to those listed herein.
3. Design of any utilities relocation other than airfield electrical work associated with the project.
4. Retaining walls or other significant structural design.
5. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall be required to complete a SWPPP for the project prior to construction.
6. Construction Phase Services or Materials Testing. This work is anticipated to be included in a separate Work Order.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR, LOMR, and/or No-Rise Certificate.
9. Services after construction, such as warranty follow-up.

Extra Work will be as directed by the CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by the CITY OF FAYETTEVILLE and GARVER.

1.11 Schedule

GARVER shall begin work immediately upon receipt of the executed task order and shall complete the work within a mutually agreeable schedule.



EXHIBIT B-9
FYV Taxiway B Widening and Rehab (Design & Bidding)
Garver Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	\$ 34.01
E-2	\$ 35.20
E-3	\$ 47.74
E-4	\$ 55.74
E-5	\$ 68.02
E-6	\$ 85.28
E-7	\$ 112.32
Planners / Environmental Specialist	
P-1	\$ 40.98
P-2	\$ 51.38
P-3	\$ 63.96
P-4	\$ 72.49
P-5	\$ 84.24
P-6	\$ 95.89
Designers	
D-1	\$ 31.82
D-2	\$ 37.23
D-3	\$ 44.20
D-4	\$ 51.38
Technicians	
T-1	\$ 24.75
T-2	\$ 31.41
T-3	\$ 38.27
Surveyors	
S-1	\$ 15.18
S-2	\$ 20.07
S-3	\$ 27.04
S-4	\$ 38.79
S-5	\$ 51.38
S-6	\$ 58.45
2-Man Crew (Survey)	\$ 56.60
3-Man Crew (Survey)	\$ 71.20
2-Man Crew (GPS Survey)	NA
3-Man Crew (GPS Survey)	NA
Construction Observation	
C-1	\$ 29.95
C-2	\$ 38.48
C-3	\$ 47.11
C-4	\$ 57.93
Management / Administration	
M-1	\$ 112.32
X-1	\$ 19.45
X-2	\$ 26.42
X-3	\$ 36.82
X-4	\$ 46.90
X-5	\$ 57.62
X-6	\$ 72.80

EXHIBIT B-9**FAYETTEVILLE - DRAKE FIELD****TAXIWAY B WIDENING AND REHAB (DESIGN & BIDDING)****PRELIMINARY DESIGN**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$55.75	\$47.74	\$35.20	\$34.01	\$37.24	\$24.76	\$38.48
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Development of QC Plan	1		2	4			
Kickoff Meeting	2		2	2			
Internal Weekly Progress Meetings (2)	2		2	2			
Coordination with Owner	1		6	4			
Coordination with FAA	1		6	4			
Site Visit (1)			6	6			
Airspace Analysis (7460)			1	4			
Construction Safety and Phasing Plan (CSPP)	2		4	16			
CSPP Review Meeting with Owner			4	4			
Civil 3D Modeling							
Develop Preliminary Horizontal Alignments			2	8			
Develop Preliminary Vertical Alignments			4	12			
Setup Assemblies			4	8			
Setup Taxiway B Corridor Modeling			4	12			
Preliminary Plans							
Cover Sheet & Index of Sheets (1)			1	2		4	
Survey Control Plan (1)			1	2		4	
Construction Safety Drawings (5)	2		4	6		16	
Erosion Control Plans and Details (2)	1		2	4	4	8	
Demolition Plans (5)	1		2	4		8	
Typical Sections (2)	1		2	4		12	
Taxiway B Plan and Profile Drawings (5)	2		4	8		16	
Grading and Drainage Plans (5)	1		2	4		16	
Temporary Pavement Marking Plans (5)	1		4	8		16	
Final Pavement Marking Plans & Details (6)	1		2	4		10	
Miscellaneous Details (2)	1		2	4		6	
Specifications and Contract Documents	2		16	4			
Preliminary Engineer's Report	1		8	4			
Preliminary Quantities	1		4	16			
Cost	1		2	4			
Preliminary QC Review	2		8				8
Preliminary Owner Review Meeting			4	4			
Subtotal - Civil Engineering	27	0	115	168	4	116	8

EXHIBIT B-9

FAYETTEVILLE - DRAKE FIELD

TAXIWAY B WIDENING AND REHAB (DESIGN & BIDDING)

PRELIMINARY DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$55.75	\$47.74	\$35.20	\$34.01	\$37.24	\$24.76	\$38.48
	hr	hr	hr	hr	hr	hr	hr
2. Electrical Engineering							
Kickoff Meeting	2		2				
Internal Weekly Progress Meetings (2)	2		2				
Site Visit (1)			4				
Vault Review	1		4				
CCR Loading Calculations	1		4				
Preliminary Plans							
General Electrical Notes (1)	1		2			5	
Lighting Removal Plans (5)	2		2			16	
Lighting Installation Plans (5)	2		4			16	
Electrical Details (4)	2		4			12	
Specifications and Contract Documents	2		8				
Preliminary Engineer's Report	2		4				
Preliminary Quantities	2		4				
Cost	1		2				
Preliminary QC Review	4		4				
Subtotal - Electrical Engineering	24	0	50	0	0	49	0
Hours	51	0	165	168	4	165	8
Salary Costs	\$2,843.25	\$0.00	\$5,808.00	\$5,713.68	\$148.96	\$4,085.40	\$307.84

SUBTOTAL - SALARIES:

\$18,907.13

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD

\$36,350.85

DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	\$244.20
Postage/Freight/Courier	\$50.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:

\$394.20

SUBTOTAL:

\$55,652.18

PROFESSIONAL FEE

\$8,347.83

TOTAL FEE:

\$64,000.00

EXHIBIT B-9**FAYETTEVILLE - DRAKE FIELD****TAXIWAY B WIDENING AND REHAB (DESIGN & BIDDING)****FINAL DESIGN**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$55.75	\$47.74	\$35.20	\$34.01	\$37.24	\$24.76	\$38.48
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Internal Weekly Progress Meetings (2)	2		2	2			
Coordination with Owner			4				
Coordination with FAA			4				
Construction Safety and Phasing Plan (CSPP)	1		2	4			
Civil 3D Modeling							
Update Assemblies			1	4			
Finalize Taxiway B Corridor Modeling			1	8			
Final Plans							
Cover Sheet & Index of Sheets (1)			1			2	
Survey Control Plan (1)			1	2		2	
Construction Safety Drawings (5)	1		2	2		6	
Erosion Control Plans and Details (2)	1		2	2		4	
Demolition Plans (5)	1		2	2		4	
Typical Sections (2)	1		1	2		4	
Taxiway B Plan and Profile Drawings (5)	1		2	2		8	
Grading and Drainage Plans (5)	1		2	2		6	
Temporary Pavement Marking Plans (5)	1		2	2		8	
Final Pavement Marking Plans & Details (6)	1		2	2		6	
Miscellaneous Details (2)			1	2		4	
Specifications and Contract Documents	1		4				
Final Engineer's Report	1		2				
Final Quantities	1		2	4			
Final Engineer's Estimate of Probable Cost	1		1	2			
Final QC Review	2		4				4
Subtotal - Civil Engineering	17	0	45	44	0	54	4

EXHIBIT B-9

FAYETTEVILLE - DRAKE FIELD

TAXIWAY B WIDENING AND REHAB (DESIGN & BIDDING)

FINAL DESIGN

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$55.75	\$47.74	\$35.20	\$34.01	\$37.24	\$24.76	\$38.48
	hr	hr	hr	hr	hr	hr	hr
2. Electrical Engineering							
Internal Weekly Progress Meetings (2)	2		2				
Update CCR Loading Calculations	1		2				
Final Plans							
General Electrical Notes (1)	1		2			2	
Lighting Removal Plans (5)	1		2			4	
Lighting Installation Plans (5)	1		2			4	
Electrical Details (4)	1		2			2	
Specifications and Contract Documents	1		2				
Final Engineer's Report	1		2				
Final Quantities	1		2				
Final Engineer's Estimate of Probable Cost	1		2				
Final QC Review	1		4				
Subtotal - Electrical Engineering	12	0	24	0	0	12	0
Hours	29	0	69	44	0	66	4
Salary Costs	\$1,616.75	\$0.00	\$2,428.80	\$1,496.44	\$0.00	\$1,634.16	\$153.92
SUBTOTAL - SALARIES:		\$7,330.07					
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD		\$14,092.79					
DIRECT NON-LABOR EXPENSES							
Document Printing/Reproduction/Assembly	\$191.27						
Postage/Freight/Courier	\$50.00						
Travel Costs	\$75.00						
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		\$316.27					
SUBTOTAL:		\$21,739.13					
PROFESSIONAL FEE		\$3,260.87					
TOTAL FEE:		\$25,000.00					

EXHIBIT B-9**FAYETTEVILLE - DRAKE FIELD****TAXIWAY B WIDENING AND REHAB (DESIGN & BIDDING)****BIDDING SERVICES**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	D-2	T-1	C-2
	\$55.75	\$47.74	\$35.20	\$34.01	\$37.24	\$24.76	\$38.48
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Requests for Information			2	4			
Addendums	1		2	4			
Pre-Bid Meeting			4	6			
Bid Opening			4	4			
Prepare bid tabulation			1	4			
Evaluate bids and recommend award	1		4				
FAA Grant Application	1		2	8			
Prepare construction contracts	1		2			6	
Subtotal - Civil Engineering	4	0	21	30	0	6	0
2. Electrical Engineering							
Requests for Information	1		4				
Addendums	1		2				
Pre-Bid Meeting			4				
Subtotal - Electrical Engineering	2	0	10	0	0	0	0

Hours	6	0	31	30	0	6	0
Salary Costs	\$334.50	\$0.00	\$1,091.20	\$1,020.30	\$0.00	\$148.56	\$0.00

SUBTOTAL - SALARIES: **\$2,594.56**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD **\$4,988.30**

DIRECT NON-LABOR EXPENSES

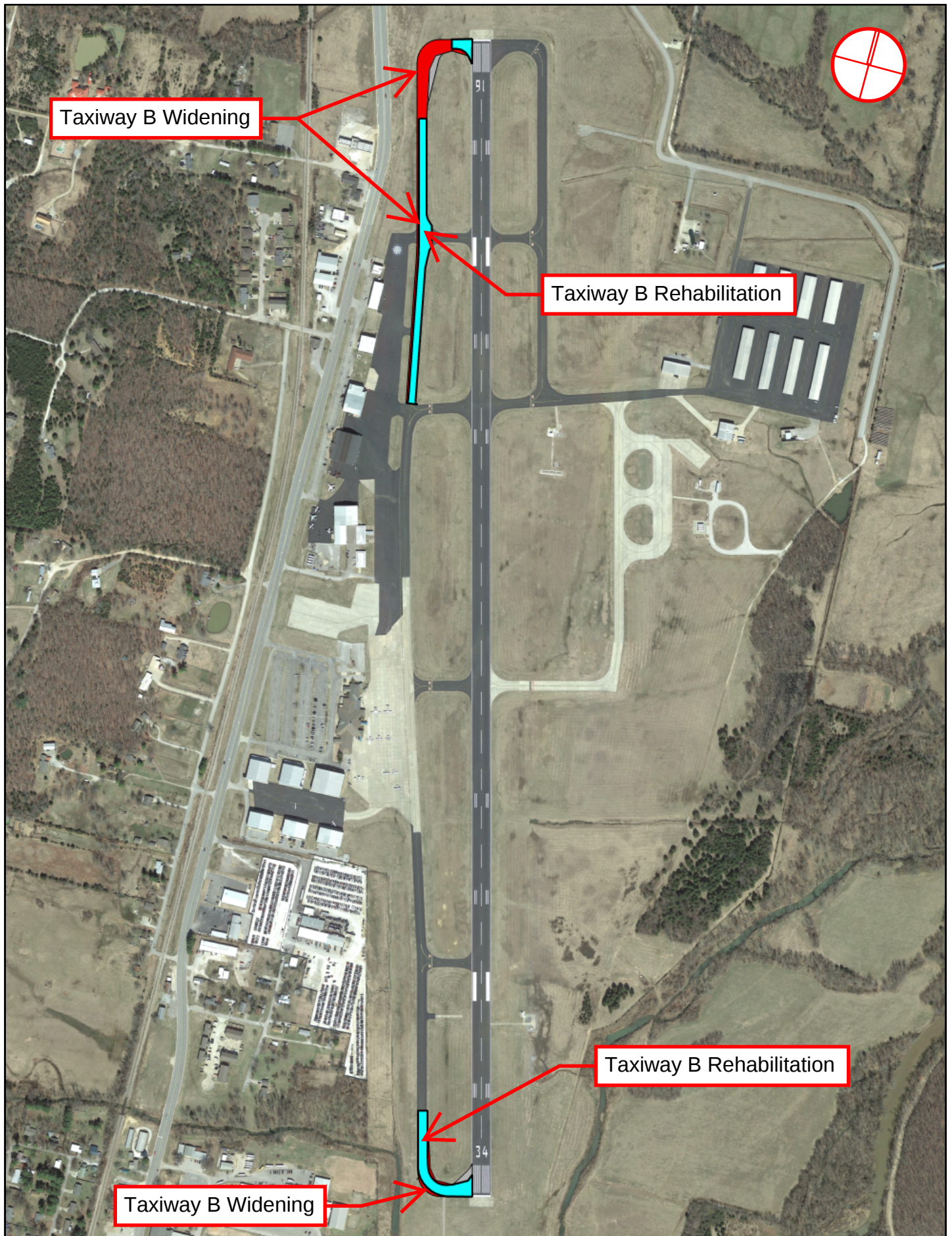
Document Printing/Reproduction/Assembly	\$173.23
Postage/Freight/Courier	\$50.00
Travel Costs	\$20.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$243.23**

SUBTOTAL: **\$7,826.09**

PROFESSIONAL FEE **\$1,173.91**

TOTAL FEE: **\$9,000.00**



FAYETTEVILLE - DRAKE FIELD
FAYETTEVILLE, ARKANSAS

**Taxiway B Widening and
Rehabilitation**

PROJECT EXHIBIT

FIGURE NUMBER

C-7



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0392

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

SURFCO RESTORATION AND CONSTRUCTION, LLC:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SURFCO RESTORATION AND CONSTRUCTION, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$411.60 PER MONTH

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a three year lease agreement with Surfco Restoration and Construction, LLC, a copy of which is attached to this Resolution and made a part hereof, for approximately 470 square feet of office space in the Airport Terminal Building for rent in the amount of \$411.60 per month.

City of Fayetteville Staff Review Form

2017-0392

Legistar File ID

8/1/2017

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

Terry Gulley

7/13/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Surfco Restoration and Construction, LLC for office space in the terminal building.

Budget Impact:

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:



MEETING OF AUGUST 1, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 13, 2017

SUBJECT: **Surfco Restoration and Construction, LLC Lease Agreement**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Surfco Restoration and Construction, LLC for office space in the terminal building.

BACKGROUND:

Surfco Restoration and Construction, LLC provides cleaning and restoration services, including aircraft restoration.

BUDGET/STAFF IMPACT:

This lease will provide \$4,939.20 in revenue to the airport per year.

ATTACHMENTS:

SRF
SRM
Terminal Lease Agreement
Exhibit A

LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2017, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **Surfco Restoration and Construction, LLC**, 215 S. Peerson Ave. Fayetteville, AR 72701, hereinafter called "Surfco."

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of office space at the Airport; and

WHEREAS, Surfco desires to lease said office space,

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

1. City leases Surfco, and Surfco leases from City, approximately 470. sq. ft. of office space in the Terminal Building located at 4500 S. School Ave, Fayetteville, Arkansas, as reflected on "Exhibit A" attached hereto and made a part hereof.
 2. Surfco is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.
 3. Surfco shall have at all times the full and free right in ingress to and egress from the demised premises and facilities referred to herein for Surfco, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Surfco
 4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for THREE (3) year(s) commencing on the 1st day of August, 2017, and ending on the 31st day of July, 2020.
- This Lease Agreement may be terminated by either party with a sixty (30) day written notice.
5. Rent: Surfco agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: FOUR- HUNDRED ELEVEN DOLLARS AND SIXTY CENTS PER MONTH, (\$411.60) per month.

SIXTY CENTS PER MONTH, (\$411.60) per month.

The initial lease payment is due and payable upon execution of this Lease Agreement, and all subsequent monthly lease payments shall be payable in advance on, or before, the 1st day of each month. In addition to any remedy available to it hereunder, the City may impose as additional rentals a delinquency charge on all overdue payments, at the maximum rate allowed by law.

6. City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Surfco. Surfco shall, at the termination, surrender or forfeiture of this lease, return said premises in same or better condition premises were at the beginning of the lease, normal wear and tear excepted.

7. Surfco shall provide for and supply at its expense all janitor service with respect to the demised premises, and shall pay for all utilities serving the demised premises, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal.

8. Improvements: Surfco shall bear the cost of all improvements or additions made to the interior or exterior of the building on the leased premises. No improvements or additions to any part of the leased premises shall be made by Surfco without the prior written approval of the Airport Manager, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the leased premises must have the prior written approval of the Airport Manager and conform to all City Ordinances.

9. Maintenance: The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes, roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Surfco, or Surfco's agents or invites, upon notice from Surfco, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above. Routine maintenance of the hangar doors shall remain the responsibility of the City. Surfco shall not make any alterations to the controls of the hangar doors.

10. Surfco agrees to observe and obey City's Ordinances and Regulations with respect to use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current

fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Surfco's aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as Airport Minimum Standards are made part of this lease by reference as if included word for word.

11. Surfco agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. Surfco agrees that it shall use the premises only for the storage of airplanes and materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the premises unless expressly agreed to by the City. Surfco further agrees not to store any flammable material on the demised premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

12. Hazardous Substance: Surfco shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Surfco is responsible or legally liable, Surfco shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Lease Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Surfco, Surfco agents, employees, and invitees. This indemnification includes, without limitation, all cost incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

13. If the demised premises are partially damaged by fire or other casualty which is not due to the negligence or fault of Surfco, said premises shall be repaired with due diligence by City at City's expense. If the damage is so extensive as to render such building untenable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored. If the demised premises are completely destroyed, City may reconstruct the hangar at the City's own cost and the rent payable hereunder shall be adjusted as set forth above, or City may, at its option, cancel this agreement, such cancellation to be effective as of the date the hangar was destroyed, and the rent adjusted as set forth above.

14. Surfco shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City and specified in the Airport Minimum Standards. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Surfco shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City; (b) the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured; (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. Surfco agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Surfco use or occupancy of the lease premises; provided, however, that Surfco shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. Surfco agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, client, guests, and invites.

17. Assigning, Subletting and Encumbering. Surfco shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the Airport Manager, which consent shall not be unreasonably withheld. Any consent by the Airport to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Surfco's creditors or otherwise by operation of law shall not be effective to transfer or assign Surfco's interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither Surfco's interest in this Agreement, not any estate created hereby in Surfco nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or

otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Surfco are transferred, or if any partnership interests of Surfco are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Surfco, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and Surfco shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease Surfco's right to use the demised premises shall cease, and Surfco shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Surfco in, on, or about the premises leased Surfco shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Surfco's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Surfco prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in City.

19. City may enter the premises leased to Surfco at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Surfco's obligations hereunder.

20. Surfco shall maintain the demised premises in a clean and orderly fashion at all times. Surfco shall be responsible for the upkeep and mowing of the leased property.

21. Surfco shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. Surfco, agrees that habitation of the hangar building or offices as a residence is prohibited.

23. Any notice or consent required by this Agreement shall be sufficient if sent by Certified Mail, return receipt requested, postage paid, to the following address:

CITY OF FAYETTEVILLE
Construction
AVIATION

Airport Administration Office

4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701

Phone: (479) 718 -7642

Surfco Restoration &
LLC

Surfco Restoration and
Construction, LLC,
215 S. Peerson Ave
Fayetteville, Arkansas 72701

Phone: (479) 287- 6213

24. This agreement shall be construed under the laws of the State of Arkansas.

25. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST

By: _____
Sondra Smith, City Clerk and Treasurer

Surfco Restoration & Construction, LLC

By: Brock Enaud

Owner
Title

ATTEST: Mishy Emanuel

Office manager
Title

Exhibit A



4500 S School Offices



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0395

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

ARKANSAS FASHION WEEK:

A RESOLUTION TO APPROVE A SHORT TERM LEASE AGREEMENT WITH ARKANSAS FASHION WEEK FOR THE AIRPORT HANGAR AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a short term lease agreement, a copy of which is attached to this Resolution and made a part hereof, with Arkansas Fashion Week, an Arkansas nonprofit corporation, for the airport hangar at 4578 South School Avenue from November 7, 2017 to November 11, 2017, for rent in the amount of \$1,000.00.

City of Fayetteville Staff Review Form

2017-0395

Legistar File ID

8/1/2017

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

Terry Gulley

7/14/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Arkansas Fashion Week.

Budget Impact:

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:



MEETING OF AUGUST 1, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 14, 2017

SUBJECT: **Arkansas Fashion Week Short-Term Lease Agreement**

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Arkansas Fashion Week for corporate hangar space.

BACKGROUND:

Arkansas Fashion Week showcases local boutiques, designers and artists.

DISCUSSION:

Arkansas Fashion Week will host a fashion show in the 9,600 sq ft. hangar as indicated on Exhibit A.

BUDGET/STAFF IMPACT:

This lease will provide \$1,000 in revenue to the airport.

ATTACHMENTS:

SRF
SRM
Short Term Lease Agreement
Exhibit A

SHORT TERM LEASE AGREEMENT

between The City of Fayetteville, Arkansas and Arkansas Fashion Week

This Short Term Lease Agreement is entered into by the City of Fayetteville, Arkansas ("City") and Arkansas Fashion Week, an Arkansas nonprofit corporation, for the use of hangar space available at Drake Field:

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by Arkansas Fashion Week as obligations to the City, the City lets, leases and demises unto Arkansas Fashion Week, subject to the terms and conditions contained herein, the following described property (the "Leased Premises") situated in the City of Fayetteville, Washington County, Arkansas:

Corporate hangar space (approx. 9,600 sq ft) located on the S.E. corner of ramp at 4578 S. School Ave. Fayetteville, AR

2. **Term.** This lease shall commence on November 7, 2017 at 12:00 pm, and shall end on November 11, 2017 at 8:00 pm.

3. **Rent.** Arkansas Fashion Week agrees to pay to City as rental for the term of this lease the sum of \$1,000.00. Payment shall be due on or before November 1, 2017.

4. **Use.** Arkansas Fashion Week agrees to use the leased premises for events related to Northwest Arkansas Fashion Week.

5. **Cleaning and Maintenance.** Arkansas Fashion Week shall be responsible for cleaning the Leased Premises prior to returning possession to the City. A refundable cleaning deposit in the amount of \$500.00 shall be paid on or before November 1, 2017. The deposit shall be returned in full if the Leased Premises is returned in the same condition in which Arkansas Fashion Week took possession. The actual cost of labor and materials shall be deducted from the deposit if City is required to clean or repair the Leased Premises to restore the Leased Premises to its original condition.

6. **Restricted Areas.** Access by Arkansas Fashion Week employees, agents or guests to the Airport Flight Line (which includes the apron and runway) or other hangars is strictly prohibited. Arkansas Fashion Week shall provide personnel to ensure that no person attending its events enters any restricted area.

7. **Assignment or Sublease.** Arkansas Fashion Week shall not assign this lease or sublet the Leased Premises without prior written consent of the City.

8. **Holdover.** Arkansas Fashion Week hereby agrees that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, it will remove its property from the Leased Premises immediately.

9. **Termination.** The City hereby reserves the right to terminate this lease at any time during the term of this lease if payment of rent is not received in accordance with Paragraph 3 or payment of the cleaning deposit is not received in accordance with Paragraph 5.

10. **Hold Harmless and Indemnification.** Arkansas Fashion Week shall hold harmless, defend and indemnify the City of Fayetteville, its officers, and employees, against any and all claims, actions, suits, charges and judgments whatsoever that arise out of Arkansas Fashion Week's use of the Leased Premises; and does agree and understand that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City of Fayetteville under the Constitution and Statutes of the State of Arkansas

11. **Non-Waiver.** It is agreed that the failure of the City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Arkansas Fashion Week under the lease

shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

12. **Succession.** This lease agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

13. **Severability.** Each paragraph of this lease agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

14. **Interpretation.** This lease agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.

15. **Notices.** Notices may be sent to the parties at the following addresses:

City of Fayetteville, Arkansas
ATTN: Airport Manager
4500 S. School Avenue
Fayetteville, Arkansas 72701

Arkansas Fashion Week
ATTN: Robin Atkinson
3024 N. Bailey Oak Dr.
Fayetteville, AR 72703

16. **Entire Agreement.** This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN AGREEMENT with all the terms, promises, and conditions set out above, the parties sign their names below this ____ day of _____, 2017:

CITY OF FAYETTEVILLE:

ARKANSAS FASHION WEEK

By: _____
LIONELD JORDAN, Mayor

By:  _____
ROBIN ATKINSON, Director

ATTEST:

By: _____
SONDRA SMITH, City Clerk

Exhibit A

4578 S. School Ave.





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0383

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

VAC 17-5867 (858 N. JACKSON ST./PURYEAR):

AN ORDINANCE TO APPROVE VAC 17-5867 FOR PROPERTY LOCATED AT 858 NORTH JACKSON DRIVE TO VACATE A PORTION OF A WATER AND SEWER EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following portion of the described water and sewer easement is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates a portion of a water and sewer easement as described in Exhibit B attached to the Planning Department's memo.

Section 2. A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3. This vacation approval is subject to the following conditions:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense; and
2. A corrected easement document shall be filed to replace the existing water and sewer easement proposed for vacation.

City of Fayetteville Staff Review Form

2017-0383

Legistar File ID

8/1/2017

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

Andrew Garner

7/14/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 17-5867: Vacation (NORTH OF 858 N. JACKSON DR./PURYEAR, 447): Submitted by LAMB DEVELOPMENT, INC. for property NORTH OF 858 N. JACKSON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate a portion of a water and sewer easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 1, 2017

TO: Mayor and City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: July 14, 2017

SUBJECT: **VAC 17-5867: Vacation (NORTH OF 858 N. JACKSON DR./PURYEAR, 447):** Submitted by LAMB DEVELOPMENT, INC. for property NORTH OF 858 N. JACKSON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate a portion of a water and sewer easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **VAC 17-5867** with the following conditions of approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense; and
2. A corrected easement document shall be filed to replace the existing water and sewer easement proposed for vacation.

BACKGROUND:

The undeveloped property contains 0.61 acres and is located at 858 N. Jackson Drive, which is about a quarter-mile northeast of the intersection of Mission Boulevard and Rockwood Trail. The property is zoned RSF-4, Residential Single-family, 4 units per acre.

Proposal: The applicant proposes vacation of an existing 10-foot water and sewer easement to allow for dedication of an alternative water and sewer easement that is accurately positioned over an on-site 8-inch water main. This will also make development of the property for a single-family home more feasible.

DISCUSSION:

On July 10, 2017 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

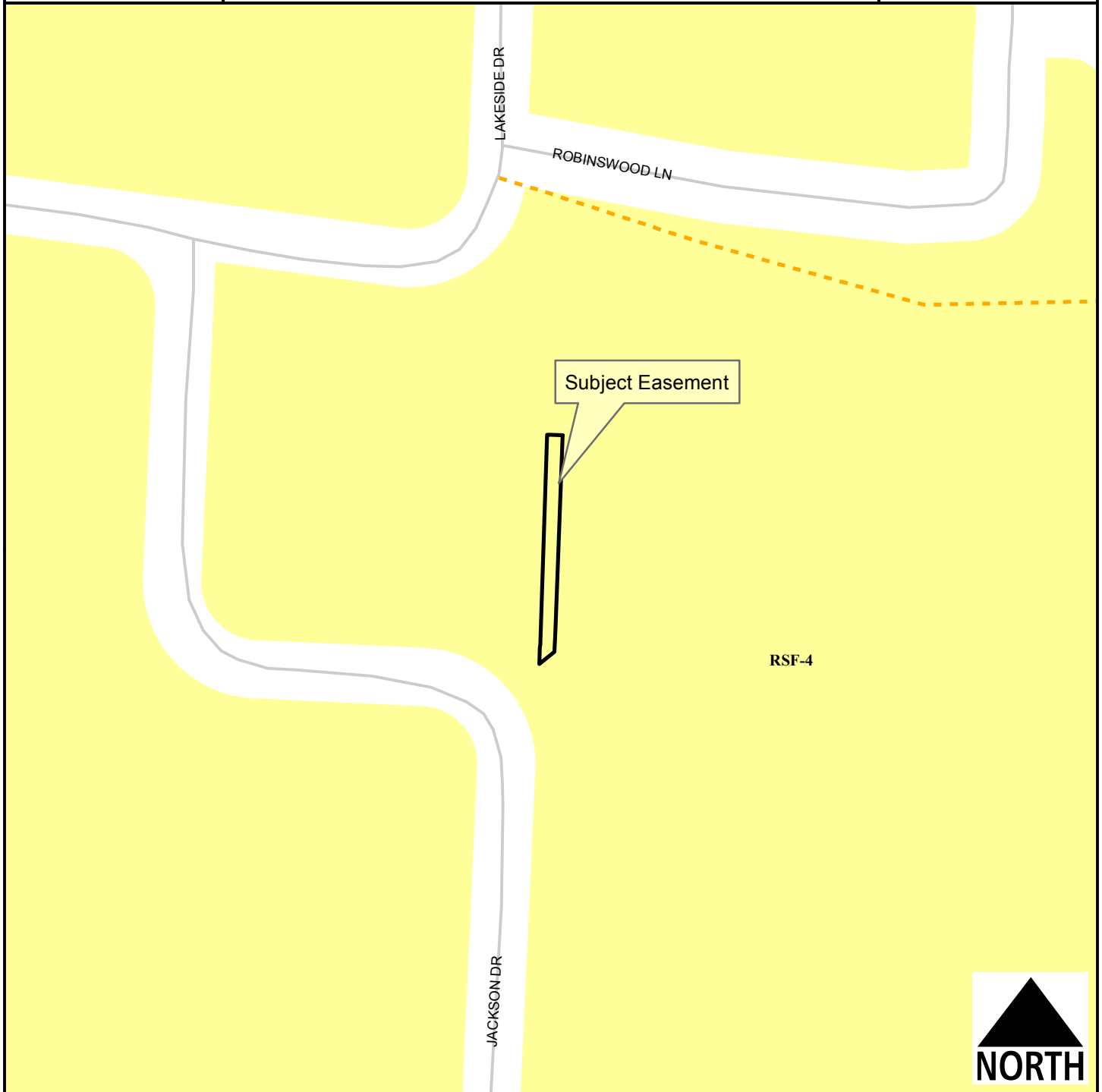
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

VAC 17-5867

PURYEAR

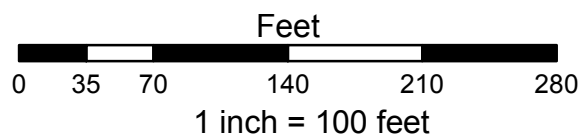
**17-5867
EXHIBIT 'A'**

Close Up View



Legend

- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Building Footprint



RSF-4

17-5867
EXHIBIT 'B'

Beginning at a point 119 feet North of the Southwest corner of Lot 12 of Jackson Heights Addition, running thence North at three (3) degrees East a distance of two hundred (200) feet to a point, thence North at four (4) degrees West a distance of fifty (50) feet to the property line dividing Lots fifty nine (59) and sixty (60).

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:
Date Accepted as Complete:
Project Number:
Public Hearing Date:

5867

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

447

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:

Coy Poyear

Address:

375 E. Millcup, St. 2
Fayetteville, AR 72703

Phone:

(479) 530-6515

Email:

coy@ozarkappraisers.com

Fax:

(479) 444-3304

Site Address / Location:

N. Jackson Drive, Fayetteville
Parcel # 765-06952-000

Representative (engineer, surveyor, realtor, etc.):

Name:

Richie Lamb

LAMB Dev. + Cons.

Address:

PO Box 4763
Fayetteville, AR 72702

Phone:

(479) 790-7902

Email:

richie@fayettevillelandcompany.com

Fax:

() N/A

Legal description of area to be vacated (attach separate sheet if necessary):

N. OF 858 JACKSON Q. 61

See Attached.

Current Zoning District:

RSF-4

Assessors Parcel Number(s) for subject property:

765-06952-000

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Coy Poyear

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): RICHIE LAMB Date: June 14, 2017

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): Gary Rungear

Address: 375 E. Millsup, St. 2

Signature: 

Fort Smith, AR 72202

Date: June 14, 2017

Phone: (479) 530-6515

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.

* list of neighboring property owners.

- ✓ (9) Petition to vacate street right-of-way, alley, or easement (sample petition is attached).
- ✗ (10) For applications to vacate an access easement, alley or right-of-way only: Written consent is required from all adjacent property owners and is required to be submitted with the application (example form is attached).
- ✓ (11) Comments from all utility companies concerning the street right-of-way, alley, or easement to be vacated and its relationship to existing or planned utilities with recommendations as to what action should be taken (an example comment form is attached) is required at application submittal.
- ✓ (12) The applicant is responsible for meeting the public notification requirements for a Vacation listed on the Notification Requirements pages in this application.

Utility Representatives for a Vacation Request *

Name	Company	Telephone	Email
Jeff Hamilton	AT&T	442-1967	jh5430@att.com
Chad Hodge	Cox Communications	871-0339	Chad.Hodge@cox.com
John Le	AEP/SWEPCO	973-2426	tle@aep.com
Scott Stokes	Black Hills Corp.	435-0229	Scott.Stokes@blackhillscorp.com
Wes Mahaffey Or Mike Phipps	Ozarks Electric	684-4649 684-4696	wmahaffey@ozarksecc.com mhipps@ozarksecc.com

City Divisions:

Mark Rogers	Water and Sewer	575-8392	mrogers@fayetteville-ar.gov
Maury Nelson	Solid Waste	575-8397	mnelson@fayetteville-ar.gov
Terry Gulley	Transportation	444-3491	tgulley@fayetteville-ar.gov

***Solid Waste & Transportation sign off is required only when a ROW, Alley, or Drainage Easement Vacation is being requested.**



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: July 10, 2017 (**Updated with Planning Commission Results**)

SUBJECT: **VAC 17-5867: Vacation (858 N. JACKSON ST./PURYEAR 447):**
Submitted by LAMB DEVELOPMENT & CONSULTING for properties at 858 N. JACKSON ST. This property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE, and contain approximately 0.62 acres. The request is to vacate a water and sewer easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 17-5867** to City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property totals approximately 0.62 acres located on the east side of East Jackson Drive, between North Jackson Drive and Rockwood Trail to the north and south respectively. The property is currently zoned RSF-4, Residential Single-family, 4 Units per Acre and undeveloped. The entirety of the property is within the Hillside-Hilltop Overlay District, with an approximately 30% slope downward from Jackson Drive towards the north. An existing 10-foot water and sewer easement bisects the property from north to south (see attached exhibit) and is paralleled by an 8-inch water main that sits outside of the easement. Surrounding land use and zoning is depicted in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Undeveloped	RSF-4, Residential Single-family, 4 Units per Acre
West	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre

Proposal: The applicant proposes vacation of an existing 10-foot water and sewer easement to allow for dedication of an alternative water and sewer easement that is accurately positioned over an on-site 8-inch water main. This will also make development of the property more feasible.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the City utility departments, with the following responses:

<u>Utility</u>	<u>Response</u>
----------------	-----------------

Cox Communications	N/A
--------------------	-----

AEP/SWEPCO	N/A
------------	-----

BlackHills Energy AR	N/A
----------------------	-----

AT&T	N/A
------	-----

Ozarks Electric	N/A
-----------------	-----

<u>City of Fayetteville</u>	<u>Response</u>
-----------------------------	-----------------

Water/Sewer	No objections
-------------	---------------

Solid Waste & Recycling	N/A
-------------------------	-----

Transportation	N/A
----------------	-----

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 17-5867** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense; and
2. A corrected easement document shall be filed to replace the existing water and sewer easement proposed for vacation.

Planning Commission Action: ☒ Forwarded ☐ Tabled ☐ Denied

Meeting Date: July 10, 2017

Motion: Belden

Second: Scroggin

Vote: 7-0-0

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Utility Approvals
- Easement Vacation Exhibit
- One Mile Map
- Close Up Map
- Current Land Use Map



VAC 17-5867
Request Letter

June 14, 2017

City of Fayetteville – Planning Commission & City Counsel
113 W Mountain Street
Fayetteville, AR 72701

Re: N. Jackson Drive. – Vacation of Water / Sewer Easement

Commissioners & Counsel Members,

LAMB Development + Consulting and Mr. Coy Puryear (owner) are hereby requesting a vacation of the water / sewer easement recorded at book 523 and page 297 in Washington County (attached.) Upon survey of the subject property it was found that the existing water line does not reside within the recorded easement. A corrected easement document shall be filed to replace that being vacated.

Thank you for your time and consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Richie Lamb".

Richie Lamb

Petition to Vacate

Petition to vacate an easement located in Lot 13, Jackson Heights 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 real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 13, Jackson Heights Addition to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate that part of the below described easement which lies upon Lot 13.

Beginning at a point 119 feet North of the Southwest corner of Lot 12 of Jackson Heights Addition, running thence North at three (3) degrees East a distance of two hundred (200) feet to a point, thence North at four (4) degrees West a distance of fifty (50) feet to the property line dividing Lots fifty nine (59) and sixty (60).

That the abutting real estate affected by said abandonment of the easement are Lot 13, Jackson Heights Addition to the City of Fayetteville, Arkansas used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above-described real estate 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 and sewer easement, and that title to said real estate sought to be abandoned be vested in Lot 13, Jackson Heights Addition to the City of Fayetteville, Arkansas as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this 15TH day of JUNE, 2017.



Scott S. Puryear

VAC 17-5867

Utility Approval(s)

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONS

DATE: June 15, 2017

UTILITY COMPANY: Water & Sewer Services

APPLICANT NAME: Coy Pinyear APPLICANT PHONE: 479-530-6515

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 N. Jackson Drive
Parcel # 765-06952-000

☒ (*ATTACH legal description and graphic representation of what is being vacated-SURVEY*)

UTILITY COMPANY COMMENTS:

- ☒ No objections to the vacation(s) described above, and no comments.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

Mark Rogers, W&S Operations Manager
Title

BOUNDARY & TOPOGRAPHIC SURVEY

VAC 17-5867 Easement Vacation Exhibit

FIELD WORK:
DECEMBER 12 & 13, 2016

BASIS OF BEARING:
FINAL PLAT OF JACKSON HEIGHTS ADDITION
FILED IN BOOK 1 AT PAGE 172

REFERENCE DOCUMENTS:
1) FINAL PLAT OF JACKSON HEIGHTS ADDITION
FILED IN BOOK 1 AT PAGE 172

2) QUITCLAIM DEED FILED IN
BOOK 2016 AT PAGE 33153

BASIS OF ELEVATION:
ON SITE GPS OBSERVATION

CONTOUR INTERVAL:
1 FOOT

PROPERTY ZONED:
RST-4
HHOD (ENTIRE PROPERTY)

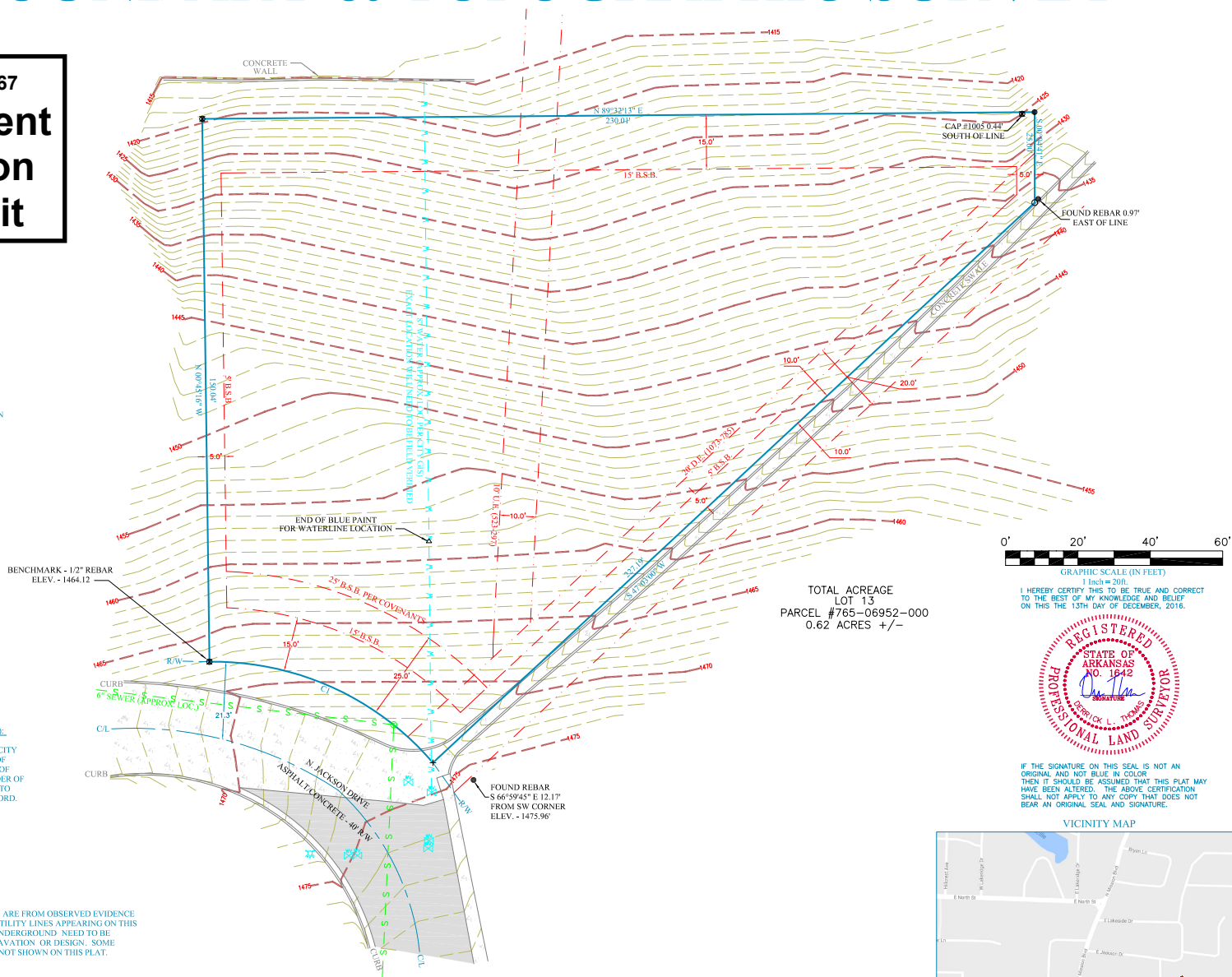
BUILDING SETBACKS:
FRONT 15F
SIDE 05F
REAR 15F

SURVEY DESCRIPTION (PARCEL #765-06952-000):

LOT 13, JACKSON HEIGHTS ADDITION TO THE CITY
OF FAYETTEVILLE, ARKANSAS, AS PER PLAT OF
SAID ADDITION AS RECORDED IN THE OFFICE OF
THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF
WASHINGTON COUNTY, ARKANSAS, SUBJECT TO
ALL EASEMENT AND RIGHTS-OF-WAY OF RECORD.

NOTE:
THE LOCATION OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE
OF ABOVE GROUND APPURTENANCES. ALL UTILITY LINES APPEARING ON THIS
PLAT, AS WELL AS THOSE THAT MAY EXIST UNDERGROUND, NEED TO BE
VERIFIED PRIOR TO DOING ANY TYPE OF EXCAVATION OR DESIGN. SOME
UTILITY LINES MAY ALSO EXIST THAT WERE NOT SHOWN ON THIS PLAT.

FLOOD CERTIFICATION:
NO PORTION OF THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE "A" OR "AE" AS
DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD
INSURANCE RATE MAP FOR WASHINGTON COUNTY, ARKANSAS.
(FIRM PANEL #05143C0210F, DATED 05/16/2008)



CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
CL	80.00'	70.00'	67.79'	N 65°41'16" W

DELTA ANGLE
50°08'01"



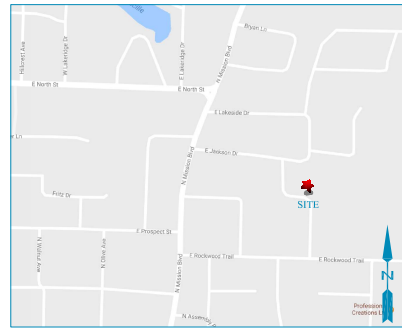
GRAPHIC SCALE (IN FEET)
1 Inch = 20.0'

I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT
TO THE BEST OF MY KNOWLEDGE AND BELIEF
ON THIS 13TH DAY OF DECEMBER, 2016.

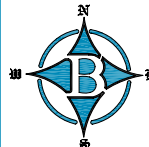


IF THE SIGNATURE ON THIS SEAL IS NOT AN
ORIGINAL AND NOT BLUE IN COLOR
THEN IT SHOULD BE ASSUMED THAT THIS PLAT MAY
HAVE BEEN ALTERED. THE ABOVE CERTIFICATION
SHALL NOT APPLY TO ANY COPY THAT DOES NOT
BEAR AN ORIGINAL SEAL AND SIGNATURE.

VICINITY MAP



RECORDING NUMBER/DATE



- LEGEND:
- BOUNDARY LINE
 - CENTRELINE OF ROAD
 - RIGHT-OF-WAY
 - UTILITY EASEMENT
 - SEWER LINE
 - WATER LINE

- LEGEND:
- FOUND 1/2" REBAR
 - FOUND 5/8" REBAR & CAP
 - SET 5/8" REBAR & CAP
 - FOUND 1/2" REBAR
 - SET 5/8" REBAR & CAP
 - FOUND 1/2" REBAR
 - SET 5/8" REBAR & CAP
 - FOUND 1/2" REBAR
 - SET 5/8" REBAR & CAP

Bates & Associates, Inc.
Engineers, Surveyors & Landscape Architects
2016 S. Pleasant Ridge Dr., Fayetteville, Arkansas 72701-4208 Phone: 479-825-0200
FAX: 479-825-0201
batesandassociates.com
This is to certify that the above plat was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer, Surveyor, or Landscape Architect in the State of Arkansas. I am not aware of any fraud or error in this plat. No part of this plat may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Bates & Associates, Inc. This plat is the property of Bates & Associates, Inc. and shall remain the property of Bates & Associates, Inc. even if this plat is reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Bates & Associates, Inc.

FOR USE AND BENEFIT OF
JACKSON WILLIAMS
ADDRESS:
1000 S. PLEASANT RIDGE DR.
FAYETTEVILLE, ARKANSAS
DATE: 12/15/16
SCALE: 1"=20'
SURVEYED, DRAWN, AND
CHECKED BY: [Signature]
REVIEWED BY: [Signature]
COPIES: 1335

DRAWING# 16-407

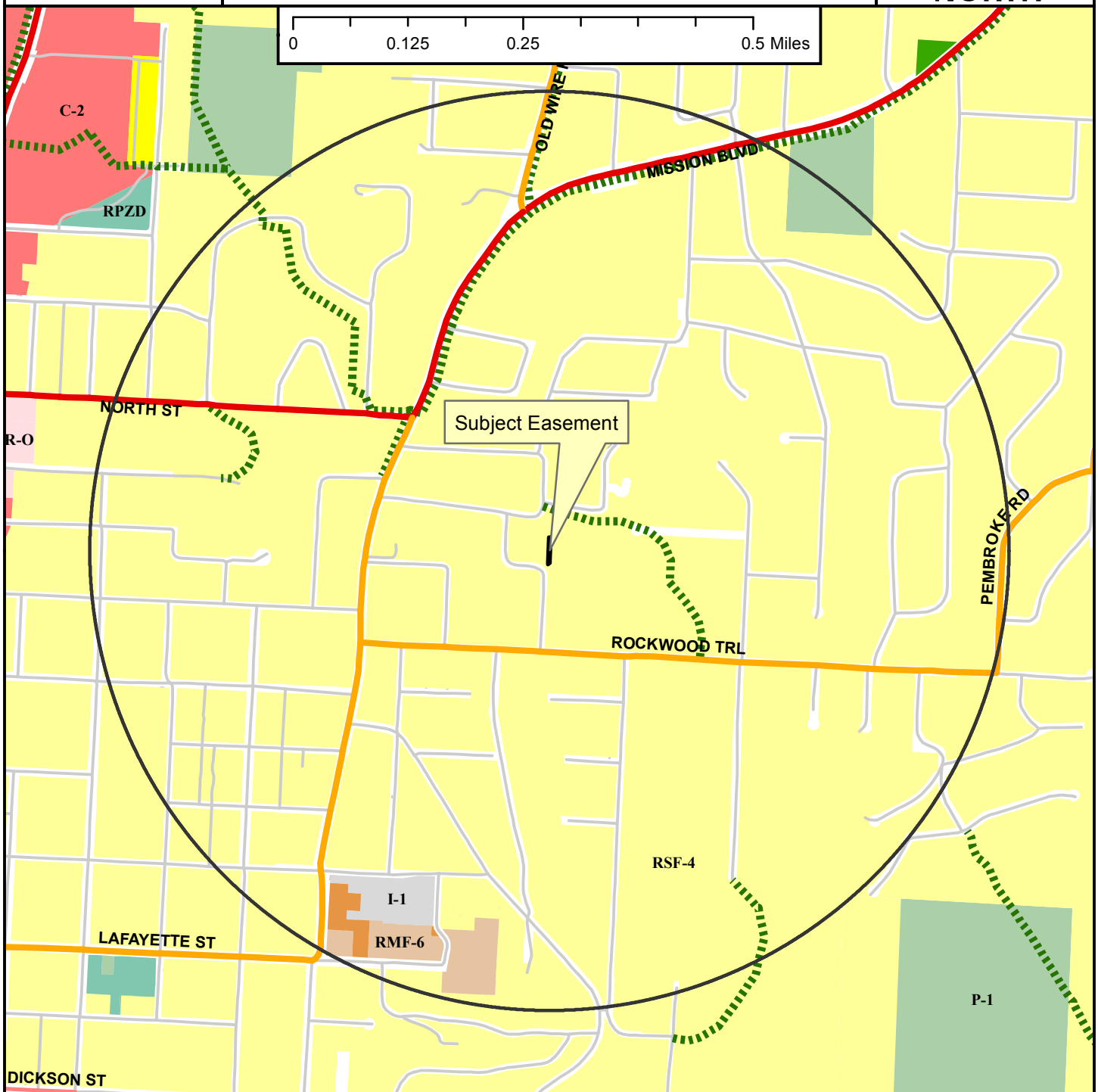
VAC 17-5867

One Mile View

PURYEAR

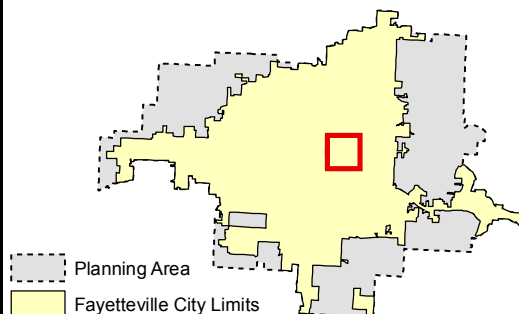


0 0.125 0.25 0.5 Miles



Legend

- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- 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-6
- RMF-12
- RMF-18
- RMF-24
- RMF-40

INDUSTRIAL

- I-1 Heavy Commercial and Light Industrial
- I-2 General Industrial

EXTRACTION

E-1

COMMERCIAL

- Residential-Office
- C-1
- C-2
- C-3

FORM BASED DISTRICTS

- Downtown Core
- Urban Thoroughfare
- Main Street Center
- Downtown General
- Community Services
- Neighborhood Services
- Neighborhood Conservation

PLANNED ZONING DISTRICTS

- Commercial, Industrial, Residential

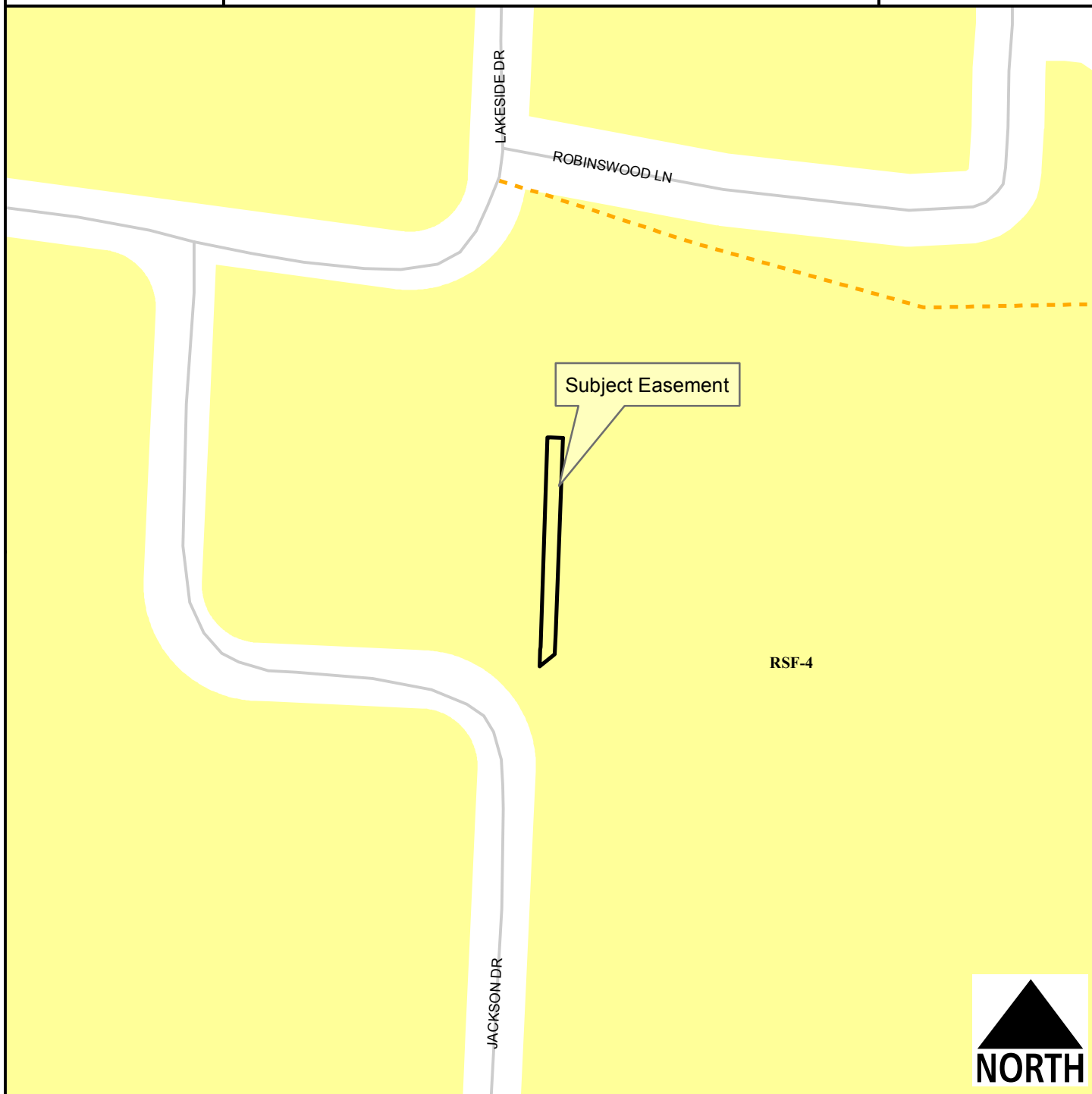
INSTITUTIONAL

- P-1

VAC 17-5867

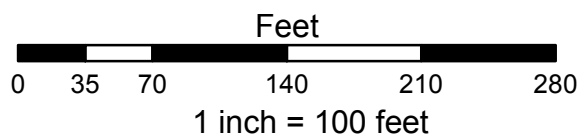
PURYEAR

Close Up View



Legend

- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Building Footprint



RSF-4

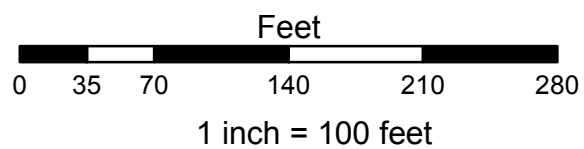
VAC 17-5867

Current Land Use

PURYEAR



- VAC17-5867
- Street
- Trail (Proposed)
- County Parcels



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0402

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS:

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

**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 § 162.01(S) *Unit 18. Gasoline service stations and drive-in/drive-through restaurants* by amending (2) Included Use's first line to read: "Gasoline service stations to include businesses providing only oil changes and/or lubrication for cars, vans and light trucks."

AGENDA REQUEST FORM

FOR: Council Meeting of August 1, 2017

FROM: Mayor Lioneld Jordan

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

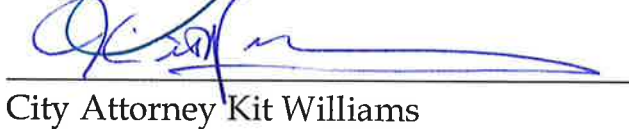
AN ORDINANCE TO AMEND § 162.01(S) UNIT 18. GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS TO CLARIFY THAT OIL CHANGE BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

APPROVED FOR AGENDA:



Mayor Lioneld Jordan

July 18, 2017
Date



City Attorney Kit Williams

July 18, 2017
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

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 § 162.01 *Unit 18. Gasoline service stations and drive-in/drive-through restaurants* by amending (2) Included Use's first line to read: "Gasoline service stations to include businesses providing only oil changes and/or lubrication for cars, vans and light trucks."

PASSED and APPROVED this 1st day of August, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Lioneld Jordan
City Council

CC: Don Marr, Chief of Staff
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: July 12, 2017

**RE: Gasoline Service Stations and Oil Change Businesses for Cars, Vans
and Light Trucks**

Mayor Jordan has requested that the City Council clarify that an oil change business that only services cars, vans and light trucks should be within the Use Unit for gasoline service stations and drive-in/drive-through restaurants. A business only changing a car's oil and possibly providing lubrication service is very similar to a gasoline service station which can provide those same services and more. Therefore, it is logical and reasonable to group such oil and lube shops within the same Use Unit as gasoline service stations as they would have no greater objectionable affect to nearby uses than gasoline service stations.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0394

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

2017 LIBRARY IMPROVEMENT BONDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$26,905,000.00 TO APPROPRIATE PROCEEDS FROM THE 2017 LIBRARY IMPROVEMENT BONDS TO FUND THE LIBRARY IMPROVEMENT PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$26,905,000.00 to appropriate proceeds from the 2017 Library Improvement Bonds to fund the Library Construction Project.

City of Fayetteville Staff Review Form

2017-0394

Legistar File ID

8/1/2017

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

Paul Becker

7/14/2017

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an ordinance requesting the City Council to approve a budget adjustment of \$26,905,000 in project funds for the Library Construction Project.

Budget Impact:

4150

Library Construction

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 26,905,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 26,905,000.00

Remaining Budget \$ -

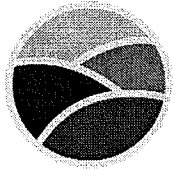
V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 1, 2017

TO: Mayor and City Council
FROM: Paul Becker, Finance and Internal Services Director
DATE: July 14, 2017
SUBJECT: Appropriation of the proceeds of the Library Improvement Bonds, 2017

RECOMMENDATION:

Approval of an ordinance requesting the City Council to approve a budget adjustment of \$26,905,000 in project funds for the Library Construction Project.

BACKGROUND:

On September 19, 2016, the City Council of Fayetteville authorized the issuance of \$26,500,000 worth of property tax bonds for the Library Construction Project as authorized by the citizens of Fayetteville.

DISCUSSION:

The bonds have been sold and the net proceeds of that sale are now available for the appropriation. The bonds were sold with a premium providing the City with proceeds for the project of \$26,905,000.

BUDGET/STAFF IMPACT:

The attached budget adjustment will provide the authorized funds for the Library Construction Project. The debt service fund budget will be created after the trustee has provided the statements.

Attachments:

Staff Review form
City Council Memo
Budget Adjustment

Budget Year	Division	Adjustment Number
2017	Non-Departmental (800)	
	/Org2	
	Requestor: Paul A. Becker	

To recognize the proceeds from the City of Fayetteville, AR Library Improvement Bonds, Series 2017 bond Issue and the corresponding expenditures for the capital improvements.

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/1/2017
	LEGISTAR FILE ID#:	2017-0394
		<i>Kevin Springer</i>
		<i>7/14/2017 2:39 PM</i>
	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: 2017-0384

Agenda Date: 8/1/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION:

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH SUNSHINE ROAD

WHEREAS, §51.113 **Sewer Service and Extension Policy** states that "the city's sewerage system shall not be extended outside the city's corporate limits except on 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 approves the request by Jamie Hertzberg of 2176 North Sunshine Road, Fayetteville, AR 72704 for an extension of the City's sewerage system beyond the city limits to her property located on North Sunshine Road.

AGENDA REQUEST FORM

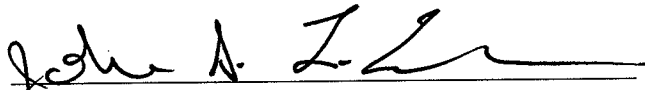
FOR: Council Meeting of August 1, 2017

FROM: City Council Member John La Tour

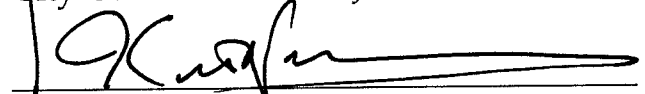
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE SYSTEM
BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH SUNSHINE
ROAD

APPROVED FOR AGENDA:


City Council Member John La Tour

7-11-2017
Date


City Attorney Kit Williams
(as to form)

7-11-2017
Date

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH SUNSHINE ROAD

WHEREAS, §51.113 **Sewer Service and Extension Policy** states that "the city's sewerage system shall not be extended outside the city's corporate limits except on 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 approves the request by Jamie Hertzberg of 2176 North Sunshine Road, Fayetteville, AR 72704 for an extension of the City's sewerage system beyond the city limits to her property located on North Sunshine Road.

PASSED and APPROVED this 1st day of August, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

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

City Council Agenda Session

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, July 25, 2017

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
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:

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

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

1. 2017-0390

DISTINGUISHED BUDGET PRESENTATION AWARD - PRESENTED BY MAYOR
LIONELD JORDAN

Agenda Additions

A. Consent:

✓ 1. 2016-0580

APPROVAL OF THE JULY 18, 2017 CITY COUNCIL MEETING MINUTES.

✓ 2. 2017-0333

MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$10,000.00 TO ALLOW REPLACEMENT OF FENCES AT THE MOUNT SEQUOYAH
AND BAXTER WATER TANKS

Attachments: MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT
 BA MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT

A.3 2017-0354**GARVER, LLC AMENDMENT NO. 3:**

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE WATER AND SEWER RELOCATIONS ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

Attachments: GARVER LLC AMENDMENT 3

A.4 2017-0376**BID #17-41 JACK TYLER ENGINEERING, INC.:**

A RESOLUTION TO AWARD BID #17-41 AND AUTHORIZE THE PURCHASE OF TWO (2) SUBMERSIBLE WASTEWATER PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$68,736.00 FOR USE AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments: JACK TYLER ENGINEERING INC

A.5 2017-0372**BID #17-42 TRUCK CENTERS OF ARKANSAS:**

A RESOLUTION TO AWARD BID #17-42 AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER 114SD DUMP TRUCKS FROM TRUCK CENTERS OF ARKANSAS IN THE TOTAL AMOUNT OF \$251,208.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: BID #17-42 TRUCK CENTERS OF ARKANSAS

A.6 2017-0373**BID #17-43 KRAFTSMAN, INC.:**

A RESOLUTION TO AWARD BID #17-43 AND AUTHORIZE THE PURCHASE OF TWO (2) KRAFTSMAN HP20T LOW BOY TRAILERS FROM KRAFTSMAN, INC. IN THE TOTAL AMOUNT OF \$32,310.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION AND TRANSPORTATION SERVICES DEPARTMENT

Attachments: BID 17-43 KRAFTSMAN, INC.

~~A.7~~ 2017-0374

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 FORD F150 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$24,581.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: LEWIS AUTOMOTIVE GROUP

~~A.8~~ 2017-0375

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,094.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
BA HAZMAT SERVICES REVENUE

~~A.9~~ 2017-0386

B-UNLIMITED, INC.:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

Attachments: B-UNLIMITED, INC.

~~A.10~~ 2017-0385

GARVER, LLC TAXIWAY B WIDENING:

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH GARVER, LLC IN THE AMOUNT OF \$98,000.00 FOR DESIGN AND BIDDING SERVICES RELATED TO THE TAXIWAY B WIDENING AND REHABILITATION PROJECT AT DRAKE FIELD

Attachments: GARVER, LLC TAXIWAY B WIDENING:

A.11 2017-0392**SURFCO RESTORATION AND CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SURFCO RESTORATION AND CONSTRUCTION, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$411.60 PER MONTH

Attachments: SURFCO RESTORATION AND CONSTRUCTION, LLC

A.12 2017-0395**ARKANSAS FASHION WEEK:**

A RESOLUTION TO APPROVE A SHORT TERM LEASE AGREEMENT WITH ARKANSAS FASHION WEEK FOR THE AIRPORT HANGAR AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,000.00

Attachments: ARKANSAS FASHION WEEK

B. Unfinished Business: None**C. New Business:****C.1** 2017-0383**VAC 17-5867 (858 N. JACKSON ST./PURYEAR):**

AN ORDINANCE TO APPROVE VAC 17-5867 FOR PROPERTY LOCATED AT 858 NORTH JACKSON DRIVE TO VACATE A PORTION OF A WATER AND SEWER EASEMENT

Attachments: VAC 17-5867 (858 N. JACKSON ST./PURYEAR)

C. 2 2017-0402

**AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND
DRIVE-IN/DRIVE-THROUGH RESTAURANTS:**

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS
AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE
BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

Attachments: AMEND 162.01 (S) UNIT 18

C. 3 2017-0394

2017 LIBRARY IMPROVEMENT BONDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$26,905,000.00 TO APPROPRIATE PROCEEDS FROM THE 2017 LIBRARY
IMPROVEMENT BONDS TO FUND THE LIBRARY IMPROVEMENT PROJECT

Attachments: 2017 LIBRARY IMPROVEMENT BONDS
 BA 2017 LIBRARY IMPROVEMENT BONDS

C. 4 2017-0384

Remove **2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION:**

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE
SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH
SUNSHINE ROAD

Attachments: 2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

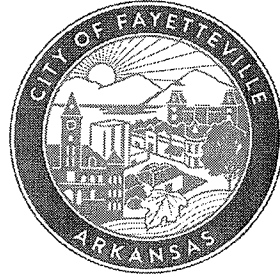
G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

Pre Agenda Meeting 7/18/17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, July 25, 2017

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
Sarah Bunch Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

✓ 2017-0390

DISTINGUISHED BUDGET PRESENTATION AWARD - PRESENTED BY MAYOR
LIONELD JORDAN

Agenda Additions

A. Consent:

A✓1 2016-0580

✓ APPROVAL OF THE JULY 18, 2017 CITY COUNCIL MEETING MINUTES.
A✓2 2017-0333

MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$10,000.00 TO ALLOW REPLACEMENT OF FENCES AT THE MOUNT SEQUOYAH
AND BAXTER WATER TANKS

Attachments: MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT
 BA MOUNT SEQUOYAH/BAXTER WATER TANK FENCE REPLACEMENT

✓
A.3 2017-0354

GARVER, LLC AMENDMENT NO. 3:

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH GARVER, LLC IN THE AMOUNT OF \$76,970.00 FOR ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES FOR THE WATER AND SEWER RELOCATIONS ASSOCIATED WITH ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT PROJECT BB0414 - PORTER ROAD-HIGHWAY 112/71B WIDENING AND INTERCHANGE IMPROVEMENTS

Attachments: GARVER LLC AMENDMENT 3

✓
A.4 2017-0376

BID #17-41 JACK TYLER ENGINEERING, INC.:

A RESOLUTION TO AWARD BID #17-41 AND AUTHORIZE THE PURCHASE OF TWO (2) SUBMERSIBLE WASTEWATER PUMPS FROM JACK TYLER ENGINEERING, INC. IN THE TOTAL AMOUNT OF \$68,736.00 FOR USE AT THE NOLAND WASTEWATER TREATMENT PLANT

Attachments: JACK TYLER ENGINEERING INC

✓
A.5 2017-0372

BID #17-42 TRUCK CENTERS OF ARKANSAS:

A RESOLUTION TO AWARD BID #17-42 AND AUTHORIZE THE PURCHASE OF TWO (2) FREIGHTLINER 114SD DUMP TRUCKS FROM TRUCK CENTERS OF ARKANSAS IN THE TOTAL AMOUNT OF \$251,208.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION

Attachments: SRF - Dump Trucks

✓
A.6 2017-0373

BID #17-43 KRAFTSMAN, INC.:

A RESOLUTION TO AWARD BID #17-43 AND AUTHORIZE THE PURCHASE OF TWO (2) KRAFTSMAN HP20T LOW BOY TRAILERS FROM KRAFTSMAN, INC. IN THE TOTAL AMOUNT OF \$32,310.00 FOR USE BY THE WATER AND SEWER OPERATIONS DIVISION AND TRANSPORTATION SERVICES DEPARTMENT

Attachments: BID 17-43 KRAFTSMAN, INC.

A✓7 2017-0374

LEWIS AUTOMOTIVE GROUP:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2018 FORD F150 CREW CAB 4X2 FROM LEWIS AUTOMOTIVE GROUP OF FAYETTEVILLE, ARKANSAS IN THE AMOUNT OF \$24,581.00, PURSUANT TO A STATE PROCUREMENT CONTRACT, FOR USE BY THE POLICE DEPARTMENT

Attachments: LEWIS AUTOMOTIVE GROUP

A✓8 2017-0375

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$4,094.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: SRF SRM Hazmat Revenue July 2017
BA Hazmat Revenue 2017

A✓9 2017-0386

B-UNLIMITED, INC.:

A RESOLUTION TO APPROVE AND CERTIFY THE PARTICIPATION OF B-UNLIMITED, INC. IN THE ARKANSAS TAX BACK PROGRAM AND TO AGREE TO AUTHORIZE THE ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION TO REFUND CITY SALES TAX BACK TO B-UNLIMITED, INC. FOR QUALIFIED PURCHASES

Attachments: B-UNLIMITED, INC.

A✓10 2017-0385

GARVER, LLC TAXIWAY B WIDENING:

A RESOLUTION TO APPROVE TASK ORDER NO. 9 WITH GARVER, LLC IN THE AMOUNT OF \$98,00.00 FOR DESIGN AND BIDDING SERVICES RELATED TO THE TAXIWAY B WIDENING AND REHABILITATION PROJECT AT DRAKE FIELD

Attachments: GARVER, LLC TAXIWAY B WIDENING:

A. 11 2017-0392**SURFCO RESTORATION AND CONSTRUCTION, LLC:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH SURFCO RESTORATION AND CONSTRUCTION, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$411.60 PER MONTH

Attachments: SURFCO RESTORATION AND CONSTRUCTION, LLC

A. 12 2017-0395**ARKANSAS FASHION WEEK:**

A RESOLUTION TO APPROVE A SHORT TERM LEASE AGREEMENT WITH ARKANSAS FASHION WEEK FOR THE AIRPORT HANGAR AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF \$1,000.00

Attachments: ARKANSAS FASHION WEEK

A. 13**2017-0384****2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION:**

A RESOLUTION TO APPROVE AN EXTENSION OF THE CITY'S SEWERAGE SYSTEM BEYOND THE CITY LIMITS TO PROPERTY LOCATED AT 2176 NORTH SUNSHINE ROAD

Attachments: 2176 NORTH SUNSHINE ROAD SEWERAGE SYSTEM EXTENSION

B. Unfinished Business: None**C. New Business:****C1****2017-0383****VAC 17-5867 (858 N. JACKSON ST./PURYEAR):**

AN ORDINANCE TO APPROVE VAC 17-5867 FOR PROPERTY LOCATED AT 858 NORTH JACKSON DRIVE TO VACATE A PORTION OF A WATER AND SEWER EASEMENT

Attachments: VAC 17-5867 (858 N. JACKSON ST./PURYEAR)

✓
C/2 2017-0402

**AMEND § 162.01(S) UNIT 18 GASOLINE SERVICE STATIONS AND
DRIVE-IN/DRIVE-THROUGH RESTAURANTS:**

AN ORDINANCE TO AMEND § 162.01(S) *UNIT 18. GASOLINE SERVICE STATIONS
AND DRIVE-IN/DRIVE-THROUGH RESTAURANTS* TO CLARIFY THAT OIL CHANGE
BUSINESSES ARE INCLUDED WITH GASOLINE SERVICE STATIONS

Attachments: AMEND 162.01 (S) UNIT 18

✓
C/3 2017-0394

2017 LIBRARY IMPROVEMENT BONDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF
\$26,905,000.00 TO APPROPRIATE PROCEEDS FROM THE 2017 LIBRARY
IMPROVEMENT BONDS TO FUND THE LIBRARY IMPROVEMENT PROJECT

Attachments: 2017 LIBRARY IMPROVEMENT BONDS
BA 2017 LIBRARY IMPROVEMENT BONDS

D. City Council Agenda Session Presentations:

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE