

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 15, 2017**

A meeting of the Fayetteville City Council was held on August 15, 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.

Agenda Additions

A. Consent:

1. Approval of the August 1, 2017 City Council Meeting Minutes.

Approved

2. **GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):** A resolution to approve a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking area in the amount of \$135,024.00 for the Police Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 158-17

3. **JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:** A resolution to approve a three-year lease agreement with Jett Aircraft, LLC and M.K. Rockwell Investments, LLC for the hangar located at 4568 S. School Avenue and office space in the airport terminal building in the amount of \$4,200.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 159-17

4. **ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:** A resolution to approve a budget adjustment in the amount of \$29,968.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the A&P facility roof at Drake Field.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 160-17

5. **ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:** A resolution to approve a budget adjustment in the amount of \$33,939.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the Wings Avionics Corporate hangar roof at Drake Field.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 161-17

6. **2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):** A resolution to approve the 2017 Community Development Block Grant (CDBG) Action Plan, and to authorize the Mayor to execute the CDBG Agreement for 2017 in the amount of \$612,164.00 when received.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 162-17

7. **COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DONATIONS:** A resolution to approve a budget adjustment in the total amount of \$7,147.00 representing donations to the Community Resources Division and Community Development Block Grant Program income received from a housing lien payoff and the sale of CDBG-purchased kitchen equipment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 163-17

8. **BID #17-40 WWJD, INC.:** A resolution to award Bid #17-40 and authorize a one year contract with WWJD, Inc. D/B/A BBB Septic and Portable Toilets with automatic renewals for up to four additional one year terms in an amount not to exceed \$10.00 per 100 gallons for Leachate Hauling from the former C&L Landfill, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 164-17

- 9. DESTRUCTION OF CERTAIN RECORDS:** A resolution to authorize the destruction of certain records shown on the attached affidavit pursuant to relevant sections of the Arkansas Code related to maintenance and destruction of accounting and other city records.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 165-17

- 10. AMEND RESOLUTION NO. 17-71:** A resolution to amend Resolution No. 17-71 by approving payment of an additional \$5,000.00 to Grant Thornton, LLP as reimbursement for out of pocket expenses.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 166-17

B. Unfinished Business: None

C. Public Hearing:

- 1. JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:** A resolution to authorize the city attorney to seek condemnation and possession of certain lands owned by The Links at Fayetteville, a limited partnership, and James L. and Judith A. Hazen needed for the extension of Ruppel Road from West Starry Night View to Mount Comfort Road.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 167-17

D. New Business:

- 1. SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:** A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for office space in the airport terminal building in the amount of \$241.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 168-17

- 2. SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:** A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for additional office space in the airport terminal building in the amount of \$160.00 per month.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 167-17

- 3. MEYER, SCHERER & ROCKCASTLE, LTD.:** A resolution to authorize the mayor to sign a contract with Meyer, Scherer & Rockcastle, LTD. and the Fayetteville Public Library for Professional Architectural Services for the library expansion renovation projects in the total amount not to exceed \$3,770,857.00 with the city's portion of the fees not to exceed \$2,639,599.90, and to approve a project contingency in the amount of \$377,086.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 170-17

4. **2018 EMPLOYEE BENEFITS PACKAGE:** A resolution to approve the 2018 Employee Benefits Package.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 171-17

5. **ADDITIONAL PERSONAL HOLIDAY TIME:** A resolution to add eight (8) additional hours of personal holiday time for all city employees for 2018.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 172-17

6. **VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):** An ordinance to approve VAC 17-5868 for property located at 2615 North Charleston Crossing to vacate a portion of a general utility easement.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5991

7. **DIXIE LANDING, LLC:** An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Dixie Landing, LLC for the extension of a water main along a portion of Freshwater Avenue between East Township Street and Marks Mill Lane with the city's portion of the cost not to exceed \$32,285.00, and to approve a project contingency in the amount of \$6,457.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5992

8. **UNIVERSITY OF ARKANSAS MASTER AGREEMENT:** A resolution to authorize the Mayor to sign a master agreement with the University of Arkansas regarding the placement of utilities within public rights of way and utility easements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 173-17

9. **833 NORTH CROSSOVER ROAD PUBLIC SALE:** A resolution to authorize the Mayor to offer for public sale approximately 0.92 acres and improvements located at 833 North Crossover Road for the appraised value of \$162,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 174-17

10. **STORMWATER UTILITY STUDY INTENT:** A resolution to express the City Council's intent to fund a study to evaluate the feasibility of creating a Stormwater Utility Program in an amount not to exceed \$200,000.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 175-17

11. **INTERNET/ONLINE SALES TAX SUPPORT:** A resolution to support federal and state legislation to ensure the proper assessment and collection of sales tax from all internet/online sales thereby creating a fair and free market for all businesses and consumers regardless of the location of the business from which the purchase was made.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 176-17

E. City Council Agenda Session Presentations

1. Agenda Session Presentation- Fayetteville Chamber of Commerce Bi-Annual Update.
2. Agenda Session Presentation- Startup Junkie Consulting, LLC Bi-Annual Update.

F. City Council Tour: None

Announcements

Adjournment: 6:45 p.m.

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

9-0

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

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Tennant</i>			
A. 1- A. 10 <i>Approved</i> <i>158-17</i> <i>—</i> <i>166-17</i>	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

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

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

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

Subject:	JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION				
Motion To:					
Motion By:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
Public Hearing C. 1 <i>Approved</i> <i>167-17</i>	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>N</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

7-1

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

Subject:	SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
New Business D. 1 <i>Approved</i> <i>168-17</i>	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE				
Motion To:		<i>Approve</i>			
Motion By:		<i>Tennant</i>			
Seconded:		<i>Gray</i>			
New Business D. 2 <i>Approved</i> <i>169-17</i>	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:		MEYER, SCHERER & ROCKCASTLE, LTD.			
Motion To:					
Motion By:			<i>Approve</i>		
Motion By:			<i>Marsh</i>		
Seconded:			<i>Gray</i>		
New Business D. 3 <i>Approved</i> <i>170-171</i>	Tennant		✓		
	Bunch		✓		
	La Tour		✓		
	Long		✓		
	Gray		✓		
	Marsh		✓		
	Kinion		✓		
	Petty		✓		
Mayor Jordan					

8-0

Subject:		2018 EMPLOYEE BENEFITS PACKAGE			
Motion To:					
Motion By:			<i>Approve</i>		
Motion By:			<i>Long</i>		
Seconded:			<i>Gray</i>		
New Business D. 4 <i>Approved</i> <i>171-172</i>	Tennant		✓		
	Bunch		✓		
	La Tour		✓		
	Long		✓		
	Gray		✓		
	Marsh		✓		
	Kinion		✓		
	Petty		✓		
Mayor Jordan					

8-0

Subject:	ADDITIONAL PERSONAL HOLIDAY TIME				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Tennant</i>			
New Business D. 5 <i>Approved</i> <i>172-17</i>	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approved</i>	
Motion By:		<i>Tennant</i>	<i>Long</i>		
Seconded:		<i>Marsh</i>	<i>Gray</i>		
New Business D. 6 <i>Approved</i> <i>5991</i>	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

8-0

8-0

8-0

Subject:	DIXIE LANDING, LLC				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Kinion</i>	<i>Kinion</i>		
Seconded:		<i>Marsh</i>	<i>Marsh</i>		
New Business D. 7 <i>Approved</i> <i>5992</i>	Tennant	✓	✓	✓	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Mayor Jordan				
		<i>8-0</i>	<i>8-0</i>	<i>8-0</i>	

Subject:	UNIVERSITY OF ARKANSAS MASTER AGREEMENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Bunch</i>			
New Business D. 8 <i>Approved</i> <i>173-17</i>	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				
		<i>8-0</i>			

Subject:	833 NORTH CROSSOVER ROAD PUBLIC SALE				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
New Business D. 9 <i>Approved</i> <i>174-17</i>	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	STORMWATER UTILITY STUDY INTENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Long</i>			
New Business D. 10 <i>Approved</i> <i>175-17</i>	Tennant	✓			
	Bunch	✓			
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

8-0

Subject:	INTERNET/ONLINE SALES TAX SUPPORT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Long</i>			
New Business D. 11 <i>Approved</i> <i>171617</i>	Tennant	✓			
	Bunch	✓			
	La Tour	N			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Mayor Jordan				

7-1

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: August 16, 2017

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of August 15, 2017

1. A resolution to approve a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking area in the amount of \$135,024.00 for the Police Department.
2. A resolution to a three year lease agreement with Jett Aircraft, LLC and M.K. Rockwell Investments, LLC for the hangar located at 4568 S. School Avenue and office space in the airport terminal building in the amount of \$4,200.00 per month.
3. A resolution to approve a budget adjustment in the amount of \$29,968.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the A&P facility roof at Drake Field.
4. A resolution to approve a budget adjustment in the amount of \$33,939.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the Wings Avionics Corporate Hangar Roof at Drake Field.
5. A resolution to approve the 2017 Community Development Block Grant (CDBG) action plan, and to authorize the mayor to execute the CDBG Agreement for 2017 in the amount of \$612,164.00 when received.
6. A resolution to approve a budget adjustment in the total amount of \$7,147.00 representing donations to the Community Resources Division and Community Development Block grant program income received from a housing lien payoff and the sale of CDBG-purchased kitchen equipment.
7. A resolution to award bid #17-40 and authorize a one year contract with WWJD, Inc. d/b/a BBB septic and portable toilets with automatic renewals for up to four additional one

year terms in an amount not to exceed \$10.00 per 100 gallons for leachate hauling from the former C&L landfill, and to approve a budget adjustment.

8. A resolution to authorize the destruction of certain records shown on the attached affidavit pursuant to relevant sections of the Arkansas code related to maintenance and destruction of accounting and other city records.

9. A resolution to amend resolution no. 17-71 by approving payment of an additional \$5,000.00 to Grant Thornton, LLP as reimbursement for out of pocket expenses.

10. A resolution to authorize the city attorney to seek condemnation and possession of certain lands owned by The Links at Fayetteville, a limited partnership, and James L. and Judith A. Hazen needed for the extension of Ruppel Road from West Starry Night View to Mount Comfort Road.

11. A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for office space in the airport terminal building in the amount of \$241.00 per month.

12. A resolution to approve a one year lease agreement with Skydive Fayetteville, LLC for additional office space in the airport terminal building in the amount of \$160.00 per month.

13. A resolution to authorize the mayor to sign a contract with Meyer, Scherer & Rockcastle, LTD. and the Fayetteville Public Library for professional architectural services for the library expansion renovation projects in the total amount not to exceed \$3,770,857.00 with the city's portion of the fees not to exceed \$2,639,599.90, and to approve a project contingency in the amount of \$377,086.00.

14. A resolution to approve the 2018 employee benefits package.

15. A resolution to add eight (8) additional hours of personal holiday time for all city employees for 2018.

16. An ordinance to approve VAC 17-5868 for property located at 2615 North Charleston Crossing to vacate a portion of a general utility easement.

17. An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Dixie Landing, LLC for the extension of a water main along a portion of Freshwater Avenue between East Township Street and Marks Mill Lane with the city's portion of the cost not to exceed \$32,285.00, and to approve a project contingency in the amount of \$6,457.00.

18. A resolution to authorize the mayor to sign a master agreement with the University of Arkansas regarding the placement of utilities within public rights of way and utility easements.

19. A resolution to authorize the mayor to offer for public sale approximately 0.92 acres and improvements located at 833 North Crossover Road for the appraised value of \$162,000.00.

20. A resolution to express the city council's intent to fund a study to evaluate the feasibility of creating a stormwater utility program in an amount not to exceed \$200,000.00, and to approve a budget adjustment.

21. A resolution to support federal and state legislation to ensure the proper assessment and collection of sales tax from all internet/online sales thereby creating a fair and free market for all businesses and consumers regardless of the location of the business from which the purchase was made.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, August 15, 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:****Agenda Additions:****A. Consent:****A. 1** [2016-0581](#)

APPROVAL OF THE AUGUST 1, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0399](#)**GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$135,024.00 FOR THE POLICE DEPARTMENT

Attachments: [GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA \(HIDTA\)](#)
[BA HIGH INTENSITY DRUG TRAFFICKING AREA \(HIDTA\)](#)

A. 3 [2017-0404](#)**JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,200.00 PER MONTH

Attachments: [JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGI](#)

A. 4 [2017-0428](#)**ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,968.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE A&P FACILITY ROOF AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHAB](#)
[BA_ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REH](#)

A. 5 [2017-0429](#)**ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$33,939.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE WINGS AVIONICS CORPORATE HANGAR ROOF AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORAT](#)
[BA_ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPO](#)

A. 6 [2017-0416](#)**2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

A RESOLUTION TO APPROVE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CDBG AGREEMENT FOR 2017 IN THE AMOUNT OF \$612,164.00 WHEN RECEIVED

Attachments: [2017 COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\)](#)

A. 7 [2017-0419](#)**COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$7,147.00 REPRESENTING DONATIONS TO THE COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RECEIVED FROM A HOUSING LIEN PAYOFF AND THE SALE OF CDBG-PURCHASED KITCHEN EQUIPMENT

Attachments: [COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BL](#)
[BA COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMEN](#)

A. 8 [2017-0420](#)**BID #17-40 WWJD, INC.:**

A RESOLUTION TO AWARD BID #17-40 AND AUTHORIZE A ONE YEAR CONTRACT WITH WWJD, INC. D/B/A BBB SEPTIC AND PORTABLE TOILETS WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN AMOUNT NOT TO EXCEED \$10.00 PER 100 GALLONS FOR LEACHATE HAULING FROM THE FORMER C&L LANDFILL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-40 WWJD, INC.:](#)
[BA BID #17-40 WWJD, INC.](#)

A. 9 [2017-0414](#)**DESTRUCTION OF CERTAIN RECORDS:**

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED AFFIDAVIT PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

Attachments: [DESTRUCTION OF CERTAIN RECORDS](#)

A. 10 [2017-0401](#)**AMEND RESOLUTION NO. 17-71:**

A RESOLUTION TO AMEND RESOLUTION NO. 17-71 BY APPROVING PAYMENT OF AN ADDITIONAL \$5,000.00 TO GRANT THORNTON, LLP AS REIMBURSEMENT FOR OUT OF POCKET EXPENSES

Attachments: [GRANT THORNTON LLP](#)

B. Unfinished Business: None**C. Public Hearing:****C. 1** [2017-0424](#)**JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, AND JAMES L. AND JUDITH A. HAZEN NEEDED FOR THE EXTENSION OF RUPPLE ROAD FROM WEST STARRY NIGHT VIEW TO MOUNT COMFORT ROAD

Attachments: [JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION](#)
 [ADDITIONAL JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSES](#)

D. New Business:**D. 1** [2017-0410](#)**SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$241.00 PER MONTH

Attachments: [SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT](#)

D. 2 [2017-0433](#)**SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR ADDITIONAL OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$160.00 PER MONTH

Attachments: [SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:](#)

D. 3 [2017-0427](#)**MEYER, SCHERER & ROCKCASTLE, LTD.:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH MEYER, SCHERER & ROCKCASTLE, LTD. AND THE FAYETTEVILLE PUBLIC LIBRARY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE LIBRARY EXPANSION RENOVATION PROJECTS IN THE TOTAL AMOUNT NOT TO EXCEED \$3,770,857.00 WITH THE CITY'S PORTION OF THE FEES NOT TO EXCEED \$2,639,599.90, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$377,086.00

Attachments: [MEYER, SCHERER & ROCKCASTLE, LTD.](#)

D. 4 [2017-0397](#)**2018 EMPLOYEE BENEFITS PACKAGE:**

A RESOLUTION TO APPROVE THE 2018 EMPLOYEE BENEFITS PACKAGE

Attachments: [2018 EMPLOYEE BENEFITS PACKAGE](#)

D. 5 [2017-0412](#)**ADDITIONAL PERSONAL HOLIDAY TIME:**

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

Attachments: [ADDITIONAL PERSONAL HOLIDAY TIME](#)

D. 6 [2017-0422](#)**VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):**

AN ORDINANCE TO APPROVE VAC 17-5868 FOR PROPERTY LOCATED AT 2615 NORTH CHARLESTON CROSSING TO VACATE A PORTION OF A GENERAL UTILITY EASEMENT

Attachments: [VAC 17-5868 \(2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES\)](#)

D. 7 [2017-0393](#)**DIXIE LANDING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR THE EXTENSION OF A WATER MAIN ALONG A PORTION OF FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE WITH THE CITY'S PORTION OF THE COST NOT TO EXCEED \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00

Attachments: [DIXIE LANDING LLC](#)

D. 8 [2017-0426](#)**UNIVERSITY OF ARKANSAS MASTER AGREEMENT:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER AGREEMENT WITH THE UNIVERSITY OF ARKANSAS REGARDING THE PLACEMENT OF UTILITIES WITHIN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS

Attachments: [UNIVERSITY OF ARKANSAS MASTER AGREEMENT](#)

D. 9 [2017-0396](#)**833 NORTH CROSSOVER ROAD PUBLIC SALE:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO OFFER FOR PUBLIC SALE APPROXIMATELY 0.92 ACRES AND IMPROVEMENTS LOCATED AT 833 NORTH CROSSOVER ROAD FOR THE APPRAISED VALUE OF \$162,000.00

Attachments: [833 NORTH CROSSOVER ROAD PUBLIC SALE](#)

D. 10 [2017-0413](#)**STORMWATER UTILITY STUDY INTENT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED \$200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [STORMWATER UTILITY STUDY INTENT](#)
 [BA STORMWATER UTILITY STUDY INTENT](#)

D. 11 [2017-0436](#)**INTERNET/ONLINE SALES TAX SUPPORT:**

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

Attachments: [INTERNET/ONLINE SALES TAX SUPPORT](#)
 [ADDITIONAL-INTERNET-ONLINE SALES TAX SUPPORT](#)

E. City Council Agenda Session Presentations:**E. 1** [2017-0357](#)

AGENDA SESSION PRESENTATION- FAYETTEVILLE CHAMBER OF COMMERCE
BI-ANNUAL UPDATE

E. 2 [2017-0359](#)

AGENDA SESSION PRESENTATION- STARTUP JUNKIE CONSULTING, LLC
BI-ANNUAL UPDATE

F. City Council Tour:**G. Announcements:****H. 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.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

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

DATE: **August 9, 2017**

RE: **Rupple Road Project - James and Judith Hazen Property**

In anticipation of the purchase or condemnation of a portion of the Hazens' property for the Rupple Road project, the City hired Reed & Associates to complete an appraisal to determine the just compensation due to the Hazens for the property needed for construction. The property needed includes approximately 3.21 acres for right of way and permanent grading and the temporary use of 1.14 acres during the construction project. The City had already acquired the northern right of way in 2010.

Shannon Mueller's original appraisal, dated May 31, 2017, considered the parcel of land containing the house and opined that just compensation should be paid in the amount of \$196,600.00. This appraisal was given to the Hazens before the state or our office had an opportunity to review or approve it.

After reviewing the appraisal, the Arkansas Highway and Transportation Department contacted Reed & Associates and advised that the appraisal needed to be re-done with the parcel containing the house removed from consideration. I agree with the State's assessment of this because the project does not include a taking of any portion of the parcel on which the Hazens' home is located. The second appraisal, revised on July 18, 2017, determined that just compensation should be paid in the amount of \$173,200.00. This second appraisal was approved by the State on July 19, 2017, and was the basis for the City's formal offer to the Hazens.

I must also let you know that I think the appraiser likely made a mistake in the appraisal by using an extraordinary assumption that the property should be

Page Two - Ruppel Road Project/Hazen Condemnation Resolution

valued based on a portion being zoned Community Services rather than as it is currently zoned, Residential Single Family - 1 Unit Per Acre. As you may recall, the City Council denied the Hazens' request to rezone their property to a combination of Community Services and Residential-Agricultural less than a year ago.

At that time, the Hazens requested that the property needed for this construction project be rezoned to Residential-Agricultural. They had also requested that the property closest to Mount Comfort Road be rezoned to Community Services. I think it was an error to use CS zoning as a basis for this appraisal; however, the State, which will pay approximately 87% of the cost of this project, has approved the valuation. Therefore, I believe it is in the best interest of the City that we proceed with negotiations or litigation based on the second appraisal.



August 9, 2017

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

Dear Mayor Jordan/City Council:

I write to express univocal support of the Fayetteville Chamber for the City of Fayetteville to pass the resolution to support federal and state legislation to ensure the proper assessment and collection of sales tax from all internet/online sales regardless of the location of the business from which the purchase was made. The goal is to ensure a fair and free market for all businesses and to level the playing field between brick-and-mortar and online stores.

City of Fayetteville has 615 retail stores employing 4,976 Full Time Equivalents (FTEs) as of June, 2017. These brick and mortar businesses made investments in our city, employ our residents, and contribute to the tax base of our city. As such, it is imperative that we support them by giving them a tool to compete equitably with online vendors. Currently, almost all online vendors do not collect and remit sales tax from Arkansas consumers thereby allowing their products to cost less than if sales taxes are included in the computation.

When the Marketplace Fairness and Remote Transactions Parity Act passes at the national level, Fayetteville will receive new online sales tax revenues that could be invested in improving schools, streets, safety, healthcare, and the overall living environment of our community. Fayetteville stores will gain more customers as online customers lose the sales tax "savings" and decide to buy products to take home immediately.

As always, we thank you for your continuous leadership to find solutions to challenges facing our great city.

Yours truly,

Steve Clark, IOM
President & CEO

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.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Mark Kinion, Matthew Petty, Sarah Bunch, John La Tour, Alan Long, Mayor Lioneld Jordan, Assistant City Attorney Blake Pennington, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Justin Tennant and Alderman Sarah Marsh were absent.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Distinguished Budget Presentation Award - Presented by Mayor Lioneld Jordan.

Mayor Jordan Presented the Distinguished Budget Presentation Award to Chief Financial Officer, Paul Becker.

Paul Becker, Chief Financial Officer thanked Mayor Jordan and the City Council. He gave special recognition to the Budget Department. He thanked Kevin Springer, Liz Hutchens and Barbara Fell. He stated these are the people that work on this every day and do an outstanding job.

Mayor Jordan: Thank you, Paul for your work and your department's work. You do a fantastic job.

Agenda Additions: None

Consent:

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

Approved

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.

Resolution 146-17 as recorded in the office of the City Clerk

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.

Resolution 147-17 as recorded in the office of the City Clerk

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.

Resolution 148-17 as recorded in the office of the City Clerk

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.

Resolution 149-17 as recorded in the office of the City Clerk

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.

Resolution 150-17 as recorded in the office of the City Clerk

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.

Resolution 151-17 as recorded in the office of the City Clerk

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.

Resolution 152-17 as recorded in the office of the City Clerk

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.

Resolution 153-17 as recorded in the office of the City Clerk

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.

Resolution 154-17 as recorded in the office of the City Clerk

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.

Resolution 155-17 as recorded in the office of the City Clerk

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.

Resolution 156-17 as recorded in the office of the City Clerk

Alderman Gray moved to accept the Consent Agenda as read. Alderman Kinion seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty, Bunch, La Tour, Long, Gray, and Kinion voting yes. Alderman Tennant and Alderman Marsh were absent.

Unfinished Business: None

New Business:

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.

Assistant City Attorney Blake Pennington read the ordinance.

Andrew Garner, Planning Director gave a brief description of the ordinance. He stated the Planning Commission unanimously recommended approval and the utility companies have approved the request.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Assistant City Attorney Blake Pennington read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. **Alderman Petty, Bunch, La Tour, Long, Gray, and Kinion** voting yes. **Alderman Tennant and Alderman Marsh** were absent.

Ordinance 5989 as Recorded in the office of the City Clerk

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.

Assistant City Attorney Blake Pennington read the ordinance.

Mayor Jordan: This is something I am bringing forward. The City Attorney approached me last week about changing the classification in Unit 18. I took it to the Chief of Staff and we opted to bring this forward to the City Council.

Don Marr, Chief of Staff gave a brief description of the ordinance.

Alderman Long: Since we are restricting it to lubrication and oil changes for cars, vans, and light trucks, it doesn't look like we have a definition in Chapter 162 for light trucks. Is that something that we need?

Andrew Garner: I don't think so. I haven't thought through that issue or even thought that would be something needing to be clarified. I'm assuming from the City Attorney's description, it meant large trucks like 18 wheelers would not be able to be serviced at these places. If that is the intent, than I would be fine to leave it as is.

Don Marr: I believe that was the City Attorney's authorship intent to not include dump trucks or semi-trucks. It was primarily for automotive trucks that one might have at their home in a garage.

Alderman Long: Alderwoman Marsh emailed the City Clerk to have us hold it. If we do hold it, we could possibly define it a little bit. If we are legislating that, we should be clear so we don't run into any situations that wasn't the intent.

Mayor Jordan: I don't mind leaving it on a reading, but I think it is relatively straight forward. I know she requested for it to be sent back to the Planning Commission.

Alderman La Tour: I would like to see us move ahead with it. This is not a controversial issue. I don't see a good reason to hold it for two weeks. We should let this business move ahead.

Alderman Long: What business?

Alderman La Tour: There is a proposal to build a drive through oil change business. With our regulations, they are in limbo. When we keep a business in limbo, they get discouraged and go someplace else to operate. This is a housekeeping issue and we should move forward. This will show that Fayetteville is business friendly.

Alderman Petty: Does a motion to suspend the rules require six affirmative votes?

Assistant City Attorney Blake Pennington: Correct.

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

Assistant City Attorney Blake Pennington read the ordinance.

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

Assistant City Attorney Blake Pennington read the ordinance.

Alderman Petty: I did think this was a mundane item because logically it makes sense for putting these things together in the same use unit. Also, being aware of the context of how this item came to be, I don't want anybody to mistake my vote today for more than what it is. I want to highlight a suggestion that has been made by the Planning Commission in the past that this use unit be moved over to conditional use generally for the zoning designation in question. I have expressed support for that in the past and I still support that.

Mayor Jordan: My decision was not based on any individual project. It did bring to my attention that we needed to classify this in the area where it needs to be. Otherwise it is sitting in limbo.

Don Marr: Andrew and I have had recent direction to the Planning Commission that when they would like to see policy changes, like changing use units to conditional uses or taking accessory lots and requiring them to be built at the front end as opposed to the out lot components, those are items they should have a subcommittee recommend. They can then pass them at the Planning Commission if the majority agrees and send them to the City Council for policy decisions. We shouldn't be using individual applications as a method of advocating policy. This discussion about whether that becomes a conditional use is something there is interest in among the Commission to have a discussion about and potentially make a recommendation of policy to put into a conditional use versus a use by right. This is just a clarification of a use unit of what items go together.

Mayor Jordan: An oil change place is different from changing out a transmission, rebuilding a motor or doing body work. That is a mechanic shop.

Don Marr: The car washes are actually in Use Unit 17, not 18. This is gasoline service stations, drive-in and drive-through restaurants and would add this oil change business in this category.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 6-0. Alderman Petty, Bunch, La Tour, Long, Gray, and Kinion voting yes. Alderman Tennant and Alderman Marsh were absent.

Ordinance 5990 as Recorded in the office of the City Clerk

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.

Paul Becker, Chief Financial Officer gave a brief description of the resolution. He stated a very good interest rate was obtained.

Mayor Jordan: This is a great moment and will advance the city to a different level.

Alderman Long moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the motion passed 6-0. Alderman Petty, Bunch, La Tour, Long, Gray, and Kinion voting yes. Alderman Tennant and Alderman Marsh were absent.

Resolution 157-17 as recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: The 21st Annual Gulley Park Summer Concert Series is coming to a close. We have two remaining concerts on August 10, 2017 and August 17, 2017.

First Thursday is August 3, 2017. Come on out to the Downtown Square.

The last Dive-In Movie of the season at Wilson Park will be on August 11, 2017. Gates open at 7:15 p.m. It is free admission.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 5:57 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

C.1



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan
City Council

FROM: Blake Pennington, Assistant City Attorney

A handwritten signature in black ink, appearing to be "BP", with a horizontal line extending to the right.

DATE: August 9, 2017

RE: Ruppel Road Project - James and Judith Hazen Property

In anticipation of the purchase or condemnation of a portion of the Hazens' property for the Ruppel Road project, the City hired Reed & Associates to complete an appraisal to determine the just compensation due to the Hazens for the property needed for construction. The property needed includes approximately 3.21 acres for right of way and permanent grading and the temporary use of 1.14 acres during the construction project. The City had already acquired the northern right of way in 2010.

Shannon Mueller's original appraisal, dated May 31, 2017, considered the parcel of land containing the house and opined that just compensation should be paid in the amount of \$196,600.00. This appraisal was given to the Hazens before the state or our office had an opportunity to review or approve it.

After reviewing the appraisal, the Arkansas Highway and Transportation Department contacted Reed & Associates and advised that the appraisal needed to be re-done with the parcel containing the house removed from consideration. I agree with the State's assessment of this because the project does not include a taking of any portion of the parcel on which the Hazens' home is located. The second appraisal, revised on July 18, 2017, determined that just compensation should be paid in the amount of \$173,200.00. This second appraisal was approved by the State on July 19, 2017, and was the basis for the City's formal offer to the Hazens.

I must also let you know that I think the appraiser likely made a mistake in the appraisal by using an extraordinary assumption that the property should be

Page Two - Ruppel Road Project/Hazen Condemnation Resolution

valued based on a portion being zoned Community Services rather than as it is currently zoned, Residential Single Family - 1 Unit Per Acre. As you may recall, the City Council denied the Hazens' request to rezone their property to a combination of Community Services and Residential-Agricultural less than a year ago.

At that time, the Hazens requested that the property needed for this construction project be rezoned to Residential-Agricultural. They had also requested that the property closest to Mount Comfort Road be rezoned to Community Services. I think it was an error to use CS zoning as a basis for this appraisal; however, the State, which will pay approximately 87% of the cost of this project, has approved the valuation. Therefore, I believe it is in the best interest of the City that we proceed with negotiations or litigation based on the second appraisal.



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: August 14, 2017

SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Links At Fayetteville and James L. & Judith A. Hazen necessary for the Ruppel Road (Starry Night View to Mt. Comfort Rd.) Project.**

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Ruppel Road from Starry Night View to Mt. Comfort Road.

BACKGROUND:

The Ruppel Road Improvements Project from Starry Night View to Mt. Comfort Road is a part of the overall Transportation Bond Improvements Program. This project is partially funded with Federal-aid which requires that all properties must be acquired prior to advertising for bids. There are only 3 (three) property owners that will be affected by this project, but since one property only involves a temporary construction easement, this resolution will only affect 2 (two) property owners: The Links at Fayetteville, and James L. & Judith A. Hazen.

DISCUSSION:

All properties must be acquired by August 31st for FHWA to obligate construction funds of approximately \$2,488,000 for FY 2017. If these properties are not acquired by the calendar deadline, the City is in jeopardy of losing the construction funding. The City has already received \$1,000,000 in federal funding for this project for engineering, environmental mitigation, right-of-way and utilities. Additionally, the City has applied for Federal-aid in the amount of \$2,320,000 for FY 2018 also to be used for construction. This will bring the total amount of Federal-aid to \$5,808,000 for this project.

Condemnation is not the first option, but in order to meet the time constraints, the City needs to have the authorization to seek possession by condemnation in-place and ready to go in case either of the property owners want to continue to negotiate the settlement amount or there is delay in receiving approvals from AHTD and/or FHWA. The City is in possession of approved real estate appraisal reports and is ready to make offers as soon as we receive the authorization by

AHTD/FHWA. Staff is pursuing both avenues of acquisition: offer letters & acceptance by property owner, and condemnation (the last resort). If condemnation becomes a reality, the City will deposit the appraised value of the land into the court's registry with the final settlement to be determined by further negotiations, and in rare cases, a jury trial.

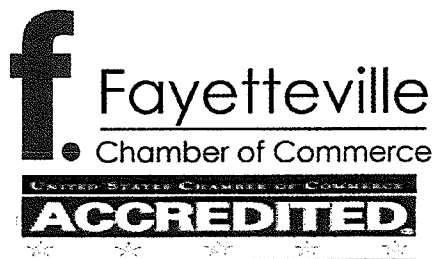
BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the project budget allocated for the Ruppel Road Improvements Project which is funded by the Transportation Bond Fund. The agenda item staff review form indicates \$372,900 as the cost of this request (\$18,000 for the Links & \$354,900 for the Hazens). It should be noted that this is an estimate, based on the appraised values of the properties, and that the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for each property.

Attachments:

Right of Way Plans and property exhibits

D. 11



August 9, 2017

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

Dear Mayor Jordan/City Council:

I write to express univocal support of the Fayetteville Chamber for the City of Fayetteville to pass the resolution to support federal and state legislation to ensure the proper assessment and collection of sales tax from all internet/online sales regardless of the location of the business from which the purchase was made. The goal is to ensure a fair and free market for all businesses and to level the playing field between brick-and-mortar and online stores.

City of Fayetteville has 615 retail stores employing 4,976 Full Time Equivalents (FTEs) as of June, 2017. These brick and mortar businesses made investments in our city, employ our residents, and contribute to the tax base of our city. As such, it is imperative that we support them by giving them a tool to compete equitably with online vendors. Currently, almost all online vendors do not collect and remit sales tax from Arkansas consumers thereby allowing their products to cost less than if sales taxes are included in the computation.

When the Marketplace Fairness and Remote Transactions Parity Act passes at the national level, Fayetteville will receive new online sales tax revenues that could be invested in improving schools, streets, safety, healthcare, and the overall living environment of our community. Fayetteville stores will gain more customers as online customers lose the sales tax "savings" and decide to buy products to take home immediately.

As always, we thank you for your continuous leadership to find solutions to challenges facing our great city.

Yours truly,

A handwritten signature in black ink, appearing to read 'Steve Clark', written over a horizontal line.

Steve Clark, IOM
President & CEO

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 8, 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:

Agenda Additions

A. Consent:

A. 1 [2016-0581](#)

APPROVAL OF THE AUGUST 1, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0399](#)

GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$135,024.00 FOR THE POLICE DEPARTMENT

Attachments: [GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA \(HIDTA\)](#)
[BA_ HIGH INTENSITY DRUG TRAFFICKING AREA \(HIDTA\)](#)

A. 3 [2017-0404](#)

JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,200.00 PER MONTH

Attachments: [JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT](#)

A. 4 [2017-0410](#)**SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$241.00 PER MONTH

Attachments: [SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT](#)

A. 5 [2017-0433](#)**SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR ADDITIONAL OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$160.00 PER MONTH

Attachments: [SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:](#)

A. 6 [2017-0428](#)**ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,968.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE A&P FACILITY ROOF AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABI](#)
[BA_ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REH](#)

A. 7 [2017-0429](#)**ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$33,939.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE WINGS AVIONICS CORPORATE HANGAR ROOF AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE](#)
[BA_ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE](#)

A. 8 [2017-0416](#)**2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

A RESOLUTION TO APPROVE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CDBG AGREEMENT FOR 2017 IN THE AMOUNT OF \$612,164.00 WHEN RECEIVED

Attachments: [2017 COMMUNITY DEVELOPMENT BLOCK GRANT \(CDBG\)](#)

A. 9 [2017-0419](#)**COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$7,147.00 REPRESENTING DONATIONS TO THE COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RECEIVED FROM A HOUSING LIEN PAYOFF AND THE SALE OF CDBG-PURCHASED KITCHEN EQUIPMENT

Attachments: [COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BL](#)
[BA_COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMEN](#)

A. 10 [2017-0420](#)**BID #17-40 WWJD, INC.:**

A RESOLUTION TO AWARD BID #17-40 AND AUTHORIZE A ONE YEAR CONTRACT WITH WWJD, INC. D/B/A BBB SEPTIC AND PORTABLE TOILETS WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN AMOUNT NOT TO EXCEED \$10.00 PER 100 GALLONS FOR LEACHATE HAULING FROM THE FORMER C&L LANDFILL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-40 WWJD, INC.:](#)
[BA_BID #17-40 WWJD, INC.](#)

A. 11 [2017-0414](#)**DESTRUCTION OF CERTAIN RECORDS:**

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED AFFIDAVIT PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

Attachments: [DESTRUCTION OF CERTAIN RECORDS](#)

A. 12 [2017-0401](#)**AMEND RESOLUTION NO. 17-71:**

A RESOLUTION TO AMEND RESOLUTION NO. 17-71 BY APPROVING PAYMENT OF AN ADDITIONAL \$5,000.00 TO GRANT THORNTON, LLP AS REIMBURSEMENT FOR OUT OF POCKET EXPENSES

Attachments: [GRANT THORNTON LLP](#)

B. Unfinished Business: None**C. 1 Public Hearing:****C. 1** [2017-0424](#)**JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, AND JAMES L. AND JUDITH A. HAZEN NEEDED FOR THE EXTENSION OF RUPPLE ROAD FROM WEST STARRY NIGHT VIEW TO MOUNT COMFORT ROAD

Attachments: [JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION](#)

D. New Business:

D. 1 [2017-0427](#)**MEYER, SCHERER & ROCKCASTLE, LTD.:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH MEYER, SCHERER & ROCKCASTLE, LTD. AND THE FAYETTEVILLE PUBLIC LIBRARY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE LIBRARY EXPANSION RENOVATION PROJECTS IN THE TOTAL AMOUNT NOT TO EXCEED \$3,770,857.00 WITH THE CITY'S PORTION OF THE FEES NOT TO EXCEED \$2,639,599.90, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$377,086.00

Attachments: [MEYER, SCHERER & ROCKCASTLE, LTD.](#)

D. 2 [2017-0397](#)**2018 EMPLOYEE BENEFITS PACKAGE:**

A RESOLUTION TO APPROVE THE 2018 EMPLOYEE BENEFITS PACKAGE

Attachments: [2018 EMPLOYEE BENEFITS PACKAGE](#)

D. 3 [2017-0412](#)**ADDITIONAL PERSONAL HOLIDAY TIME:**

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

Attachments: [ADDITIONAL PERSONAL HOLIDAY TIME](#)

D. 4 [2017-0422](#)**VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):**

AN ORDINANCE TO APPROVE VAC 17-5868 FOR PROPERTY LOCATED AT 2615 NORTH CHARLESTON CROSSING TO VACATE A PORTION OF A GENERAL UTILITY EASEMENT

Attachments: [VAC 17-5868 \(2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES\)](#)

D. 5 [2017-0393](#)**DIXIE LANDING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR THE EXTENSION OF A WATER MAIN ALONG A PORTION OF FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE WITH THE CITY'S PORTION OF THE COST NOT TO EXCEED \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00

Attachments: [DIXIE LANDING LLC](#)

D. 6 [2017-0426](#)**UNIVERSITY OF ARKANSAS MASTER AGREEMENT:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER AGREEMENT WITH THE UNIVERSITY OF ARKANSAS REGARDING THE PLACEMENT OF UTILITIES WITHIN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS

Attachments: [UNIVERSITY OF ARKANSAS MASTER AGREEMENT](#)

D. 7 [2017-0396](#)**833 NORTH CROSSOVER ROAD PUBLIC SALE:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO OFFER FOR PUBLIC SALE APPROXIMATELY 0.92 ACRES AND IMPROVEMENTS LOCATED AT 833 NORTH CROSSOVER ROAD FOR THE APPRAISED VALUE OF \$162,000.00

Attachments: [833 NORTH CROSSOVER ROAD PUBLIC SALE](#)

D. 8 [2017-0413](#)**STORMWATER UTILITY STUDY INTENT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED \$200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [STORMWATER UTILITY STUDY INTENT](#)
 [BA_STORMWATER UTILITY STUDY INTENT](#)

D. 9 [2017-0436](#)

INTERNET/ONLINE SALES TAX SUPPORT:

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

Attachments: [INTERNET/ONLINE SALES TAX SUPPORT](#)

E. City Council Agenda Session Presentations:

E. 1 [2017-0357](#)

AGENDA SESSION PRESENTATION- FAYETTEVILLE CHAMBER OF COMMERCE BI-ANNUAL UPDATE

E. 2 [2017-0359](#)

AGENDA SESSION PRESENTATION- STARTUP JUNKIE CONSULTING, LLC BI-ANNUAL UPDATE

F. City Council Tour:

G. Announcements:

H. 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: 2016-0581

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE AUGUST 1, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0399

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$135,024.00 FOR 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 approves a budget adjustment recognizing funding from the Gulf Coast High Intensity Drug Trafficking Area in the amount of \$135,024.00 for investigator activity, purchase of evidence and information, and vehicle allowances for the Police Department.

City of Fayetteville Staff Review Form

2017-0399

Legistar File ID

8/15/2017

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

Greg Tabor

7/17/2017

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a memorandum of understanding and budget adjustment to recognize federal funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) in the amount of \$135,024.

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

38070-1702

WAMDT-2017

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 648,540.00

Funds Obligated \$ 291,112.01

Current Balance \$ 357,427.99

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 135,024.00

Remaining Budget \$ 492,451.99

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

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

DATE: July 17, 2017

SUBJECT: Approval of MOU and Budget Adjustment for Federal Funding from Gulf Coast High Intensity Drug Trafficking Area

RECOMMENDATION:

Staff recommends approval of a memorandum of understanding and budget adjustment to recognize federal funding from the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) in the amount of \$135,024. If you should have any comments or question regarding this federal funding, please contact me at extension 500.

BACKGROUND:

The Gulf Coast HIDTA provides federal funding from the Office of National Drug Control Policy to multi-jurisdictional drug enforcement initiatives throughout Arkansas, Louisiana, Mississippi, Alabama, and Tennessee. The Fayetteville Police Department has partnered with Washington County Sheriff's Office, Springdale Police Department, Prairie Grove Police Department, and the local Drug Enforcement Administration office to create the Western Arkansas Mobile Deployment Team (WAMDT) initiative with Washington County being the fiduciary agency.

DISCUSSION:

WAMDT's mission is to infiltrate and disrupt drug trafficking organizations (DTOs) at the street level. The Gulf Coast HIDTA funds overtime for investigator activity, covert buy money for the purchase of evidence/purchase of information (PEPI), and vehicle allowances. The Gulf Coast HIDTA has approved 2017 funding for the Fayetteville Police Department in the amount of \$135,024. This amount represents overtime funding for four (4) investigators at \$15,806 each including benefits, PEPI in the amount \$55,000, and two vehicle allowances at \$16,800. This funding has a two year life span and must be spent by December 31, 2018. WAMDT is currently preparing their 2018 funding request to the Gulf Coast HIDTA, however, future allocations are contingent upon congressional approval.

BUDGET/STAFF IMPACT:

Increase in budgeted revenue equal to the increase in budgeted expense for this non-matching federal funding to reimburse existing DTF Investigators overtime, covert funds, and vehicle allowances. This budget adjustment has no impact on staffing levels.

Attachments:

Budget Adjustment
Memorandum of Understanding

MEMORANDUM OF AGREEMENT

BETWEEN

WASHINGTON COUNTY, ARKANSAS

AND

FAYETTEVILLE POLICE DEPARTMENT

This Agreement between Washington County, Arkansas and Fayetteville Police Department shall begin on January 1, 2017 and shall not extend beyond December 31, 2018 unless the period is extended by modification of this Agreement.

WHEREAS, Washington County, Arkansas has been designated the fiscal agent for the Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through Washington County, Arkansas.

NOW, THEREFORE, Washington County, Arkansas and Gulf Coast HIDTA hereby agree to the disbursement of HIDTA funds in the amount of \$135,024 to the resource recipient, Fayetteville Police Department, under the following terms and conditions:

1. Fayetteville Police Department agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program,

including but not limited to, the following: OMB Circular 87, OM Circular A-102, OMG Circular A-133, 21 CFR Part 1403, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), and the Fair Labor Standards Act (FLSA).

2. Fayetteville Police Department agrees to abide by and be bound by the attached budget (Appendix A) for purchases including **future reprogramming requests** as approved by Washington County, Arkansas and Gulf Coast HIDTA. All reprogramming requests shall be submitted via email to the Gulf Coast HIDTA Director of Operations.
3. Requests for payment shall be submitted on a quarterly basis to the financial office through the HIDTA State Director of Operations at the following address by the 10th day of each month following the quarterly end:

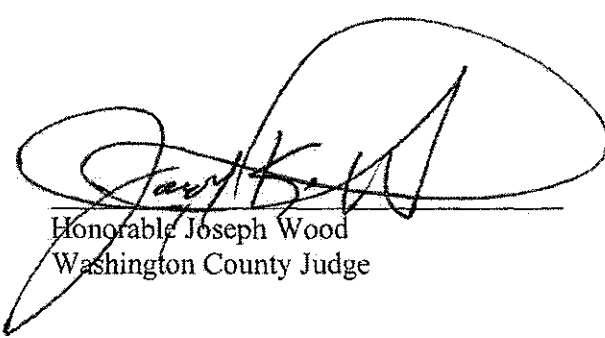
Brian Chambers
HIDTA State Director of Operations
3730 Appling Road
Bartlett, TN 38133

All invoices submitted shall comply with the terms noted in Appendix D. The last invoice from the Resource Recipient (Fayetteville Police Department) shall be received by the HIDTA State Director of Operations no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All reimbursement of Overtime Expenses will be submitted using the appropriate form (Appendix C) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

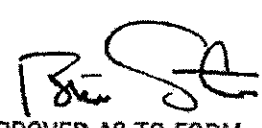
4. Resource Recipient (Fayetteville Police Department) agrees to complete all applicable items in Appendix D and return to Washington County, Arkansas along with the signed agreement.
5. Washington County agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into Washington County's Treasury Funds.
6. Resource Recipient (Fayetteville Police Department) agrees to reimburse Washington County for any invoice paid by Washington County if such is later disallowed after audit for financial review.
7. For any and all disputes arising out of this Agreement the parties hereto agree that jurisdiction will lie within Washington County, Arkansas.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.



Honorable Joseph Wood
Washington County Judge

Fayetteville Police Department
Resource Recipient



APPROVED AS TO FORM

MAR 29 2017

WASHINGTON COUNTY ATTORNEY

HIDTA 2017

Disclosure of High Risk Status

G17GC0004A

Fayetteville Police Department is **not** currently designated high risk by another federal grant making agency.

Fayetteville Police Department
Resource Recipient

ACKNOWLEDGMENT

STATE OF ARKANSAS)

)SS

COUNTY OF _____)

On this day before the undersigned, a Notary Public, duly qualified and acting in and for the county and state aforesaid, personally appeared _____, satisfactorily proven to be the person whose name appears in the foregoing instrument, and stated that he/she had executed the same for the consideration, uses and purposes therein stated.

In witness whereof, I hereunto set my hand and seal on this _____ day of _____, 2017.

Notary Public

My Commission Expires:

APPENDIX A

BUDGET

Budget Detail

2017 - Gulf Coast

Initiative - Western Arkansas Mobile Deployment Team

Award Recipient - County of Washington (G17GC0004A)

Resource Recipient - Fayetteville Police Department

Indirect Cost: 0.0%

Awarded Budget (as approved by ONDCP)		\$371,228.00
Overtime	Quantity	Amount
Investigative - Law Enforcement Officer	4	\$63,224.00
Total Overtime		\$63,224.00
Services	Quantity	Amount
Vehicle allowance	2	\$16,800.00
Total Services		\$16,800.00
Other	Quantity	Amount
PE/PI/PS		\$55,000.00
Total Other		\$55,000.00
Total Budget		\$135,024.00

APPENDIX B

Sub-award Issued To: Fayetteville Police Department

Federal Award Identification No. (FAIN): G17GC0004A

Federal Award Date: 02/06/2017

Period of Performance: 01/01/2017-12/31/2018

Amount of Federal Funds Obligated by this Award to Fayetteville Police Department: \$135,024

Total Amount of Federal Funds Obligated to Fayetteville Police Department including the current obligation (G15+G16+G17):\$301,427.86

Total Amount of Federal Award committed to Fayetteville Police Department by Washington County, Arkansas as received from Gulf Coast HIDTA: \$301,427.86

Federal Award Project Description: This grant will support initiatives designed to implement the Strategy proposed by the Executive Board of the Gulf Coast HIDTA and approved by the Office of National Drug Control Policy (ONDCP).

Federal Awarding Agency: Executive Office of the President Office of National Drug Control Policy

Grantee (Pass Through Entity): Washington County, Arkansas
Sheriff Tim Helder
County Judge Joseph Wood
1155 Clydesdale Drive
Fayetteville, AR 72701

CFDA Name and Number: High Intensity Drug Trafficking Areas Program-95.001

No indirect costs (as defined in CFR 200.414 Indirect (F&A) costs) have been authorized with this grant award.

All requests for reimbursement must be by the 10th day of the month following the end of each quarter and shall be directed to:

Brian Chambers

HIDTA State Director of Operations Arkansas/Tennessee
3730 Appling Road
Bartlett, TN 38133

APPENDIX C

Calculation of HIDTA Reimbursable Overtime

TFO's NAME

HIDTA Overtime this period

hrs

TFO's Regular pay rate

TFO's Overtime rate @ 1.5

*fill in below only if agency is claiming fringe associated with HIDTA overtime

TFO's Fringe

*please note these are the only allowable fringe cost the HIDTA program will reimburse

FICA

Life

Health

Retirement

Workman's Comp

0.00% Fringe %

percentage

\$

-

Overtime X Fringe %

(\$50.10 X 13.40%)

Calculation of Overtime

\$

-

Rate X Hours

* Please note this total must match what was paid on checkstub or payroll report submitted with claim*

Overtime rate w/ Fringe %

\$

-

Overtime rate + fringe cost per hour

Please note only utilize this is agency is claiming fringe 1.5 rate or regular rate + fringe rate (\$50.10+\$6.71)

Total HIDTA Request

\$

-

without fringe X hours

(\$56.81*20 hrs)

APPENDIX D

A. General Terms and Conditions

1. This award is subject to The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200 (the “Part 200 Uniform Requirements”), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. Part 3603. For this 2017 award, the Part 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

For more information on the Part 200 Uniform Requirements, see <https://cfo.gov/cofar/>. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
 - a. 28 CFR Part 69-“New Restrictions on Lobbying”
 - b. 2 CFR Part 25-“Universal Identifier and System of Award Management”
 - c. Conflict of Interest and Mandatory Disclosure Requirements, set out in paragraph 7. of these terms and conditions
 - d. Non-profit Certifications (when applicable)
3. Audits conducted pursuant to 2 CFR Part 200, Subpart F, “Audit Requirements” must be submitted no later than 9 months after the close of the grantee’s audited fiscal year to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>.
4. The recipient gives ONDCP or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.
5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.
6. These general terms and conditions as well as archives of previous versions of the general terms and conditions are available online at www.whitehouse.gov/ondcp/grants.
7. Conflict of Interest and Mandatory Disclosures

a. Conflict of Interest Requirements

As a non-Federal entity, you must follow ONDCP's conflict of interest policies for Federal awards. Recipients must disclose in writing any potential conflict of interest to an ONDCP Program Officer; recipients that are pass-through entities must require disclosure from sub-recipients or contractors. This disclosure must take place immediately whether you are an applicant or have an active ONDCP award.

The ONDCP conflict of interest policies apply to sub-awards as well as contracts, and are as follows:

- i. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of sub-awards and contracts.
- ii. None of your employees may participate in the selection, award, or administration of a sub-award or contract supported by a Federal award if he or she has an apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from sub-recipients or contractors or parties to sub-awards or contracts.
- iii. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflict of interest. Organizational conflict of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a sub-award or procurement action involving a related organization.

b. Mandatory Disclosure Requirement

As a non-Federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of Federal criminal law involving fraud, bribery or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award that includes the term and condition outlined in 200 CFR Part 200, Appendix XII "Award Term and Condition for Recipient Integrity and Performance Matters," are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required

disclosures can result in remedies such as: temporary withholding of payments pending correction of the deficiency, disallowance of all or part of the costs associated with noncompliance, suspension, and termination of award, debarment, or other legally available remedies outlined in 2 CFR 200.338 "Remedies for Noncompliance".

c. FFATA/DATA Act Compliance

Each applicant is required to

- i. Be registered in the System for Award Management (SAM) before submitting its application
- ii. Provide a valid DUNS number in its application
- iii. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award
- iv. Provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

8. Washington County, Arkansas, as the Grantee, is required to monitor this subaward as outlined in 2 CFR 200.331.

9. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 CFR Part 180.

10. As specified in the HIDTA Program Policy and Budget Guidance, recipient must:

- a. Establish and maintain effective internal controls over the Federal award that provides reasonable assurance that Federal award funds are managed in compliance with Federal statutes, regulations and award terms and conditions. These internal controls should be in compliance with the "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States and the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards.
- c. Evaluate and monitor compliance with applicable statutes, regulations, and the terms and conditions of the Federal awards.
- d. Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- e. Take reasonable measures to safeguard protected personally identified information (PII) and other information ONDCP or the recipient designates

B. Program Specific Terms and Conditions

The following special conditions are incorporated into each award document.

1. This grant is awarded for above program. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.
2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.
3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.
4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.
5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e., the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6 of the HIDTA Program Policy and Budget Guidance.
6. Property acquired with these HIDTA grant funds is to be used for activities of the Gulf Coast HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.
7. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Federal Award Performance Goals

1. All entities that receive funds from this award are responsible for achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and ONDCP.
2. All entities that receive funds from this award must report progress in achieving performance goals at least quarterly using the PMP.

ACCEPTANCE OF GRANT CONDITIONS

Fayetteville Police Department
Resource Recipient

Date: _____

Budget Year	Division	Adjustment Number
2017	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

Establish revenue and expense budget to recognize federal non-matching funds from the Gulf Coast High Intensity Drug Trafficking Area.

	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0399
		Barbara Fell
		7/19/2017 7:20 AM
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0404

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,200.00 PER MONTH

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 three year lease agreement, a copy of which is attached to this Resolution, with Jett Aircraft, LLC and M.K. Rockwell Investments, LLC for the 18,750 square foot hangar located at 4568 S. School Avenue and 2,260 square feet of office space in the Airport Terminal building for rent in the amount of \$4,200.00 per month.

City of Fayetteville Staff Review Form

2017-0404

Legistar File ID

8/15/2017

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

Terry Gulley

7/19/2017

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 Jett Aircraft, LLC & M.K. Investments for office space in the terminal building and corporate hangar space.

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 15, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 19, 2017

SUBJECT: Jett Aircraft, LLC and M.K. Investments Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a lease agreement between the City of Fayetteville and Jett Aircraft, LLC & M.K. Investments for office space in the terminal building and corporate hangar space.

BACKGROUND:

Jett Aircraft, LLC & M.K. Investments would like to lease office space and hangar space to operate a charter aircraft service.

DISCUSSION:

Jett Aircraft, LLC & M.K. Investments will be utilizing vacant office space and corporate hangar space for their Part 135 operation.

BUDGET/STAFF IMPACT:

This lease will provide \$50,400 in revenue to the airport annually.

ATTACHMENTS:

SRF
SRM
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 **Jett Aircraft, LLC**, 275 Harvey Dowell Road, Fayetteville, AR 72701, 479-841-4262, and **M.K. Rockwell Investments, LLC**, 2035 Riverfront Lane, Fayetteville, AR 72703, 501-412-8343 hereinafter jointly referred to as "**Jett Aircraft and M.K. Rockwell Investments.**"

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 an aircraft hangar and office space at the Airport; and

WHEREAS, **Jett Aircraft and M.K. Rockwell Investments** desire to lease said corporate aircraft hangar and office space,

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

1. City leases to **Jett Aircraft and M.K. Rockwell Investments**, and **Jett Aircraft and M.K. Rockwell Investments** lease from City, approximately 18,750 sq. ft.. of corporate hangar space located at 4568 S. School Ave., Fayetteville, Arkansas and 2,260 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. **Jett Aircraft and M.K. Rockwell Investments** are 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. **Jett Aircraft and M.K. Rockwell Investments** shall have at all times the full and free right in ingress to and egress from the leased premises and facilities referred to herein for **Jett Aircraft and M.K. Rockwell Investments**, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to **Jett Aircraft and M.K. Rockwell Investments**.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for THREE YEARS (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 (60) day written notice.

5. Rent: **Jett Aircraft and M.K. Rockwell Investments** agree to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: FOUR THOUSAND

TWO HUNDRED DOLLARS PER MONTH, (\$4,200) per month. Rent will increase annually in accordance with the Consumer Price Index (CPI) plus 1% after the first year.

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 **Jett Aircraft and M.K. Rockwell Investments**. **Jett Aircraft and M.K. Rockwell Investments** 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. **Jett Aircraft and M.K. Rockwell Investments** shall provide for and supply at its expense all janitorial services with respect to the leased premises, and shall pay for all utilities serving the corporate hangar space, including, but not limited to heat, light, gas, electricity, and water, sewer and trash removal. City shall pay for all utilities serving the terminal building space including, but not limited to, heat, light, gas, electricity, water, sewer and trash removal.

8. Improvements: **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments**, or **Jett Aircraft and M.K. Rockwell Investments** agents or invites, upon notice from **Jett Aircraft and M.K. Rockwell Investments**, 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 leased 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. **Jett Aircraft and M.K. Rockwell Investments** shall not make any alterations to the controls of the hangar doors.

10. **Jett Aircraft and M.K. Rockwell Investments** agree to observe and obey City's Ordinances and Regulations with respect to use of the leased 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 **Jett Aircraft and M.K. Rockwell Investments** 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. **Jett Aircraft and M.K. Rockwell Investments** agree that they shall use the premises for the implementation and conducting of an aeronautical business activity. **Jett Aircraft and M.K. Rockwell Investments** agree that they 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. **Jett Aircraft and M.K. Rockwell Investments** further agree not to store any flammable material on the leased 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: **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments** are responsible or legally liable, **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments**, **Jett Aircraft and M.K. Rockwell Investments** 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 leased premises are partially damaged by fire or other casualty which is not due to the negligence or fault of **Jett Aircraft and M.K. Rockwell Investments**, 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 leased 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. **Jett Aircraft and M.K. Rockwell Investments** 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, **Jett Aircraft and M.K. Rockwell Investments** 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. **Jett Aircraft and M.K. Rockwell Investments** agree 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 **Jett Aircraft and M.K. Rockwell Investments** use or occupancy of the lease premises; provided, however, that **Jett Aircraft and M.K. Rockwell Investments** 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. **Jett Aircraft and M.K. Rockwell Investments** agree 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. **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments**' creditors or otherwise by operation of law shall not be effective to transfer or assign **Jett Aircraft and M.K. Rockwell Investments**' interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither **Jett Aircraft and M.K. Rockwell Investments**' interest in this Agreement, not any estate created hereby in **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments** are transferred, or if any partnership interests of **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments**, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and **Jett Aircraft and M.K. Rockwell Investments** shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease **Jett Aircraft and M.K. Rockwell Investments** right to use the leased premises shall cease, and **Jett Aircraft and M.K. Rockwell Investments** shall vacate the premises without unreasonable delay. All property installed, erected, or placed by **Jett Aircraft and M.K. Rockwell Investments** in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of **Jett Aircraft and M.K. Rockwell Investments**. **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments**' obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by **Jett Aircraft and M.K. Rockwell Investments** 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 **Jett Aircraft and M.K. Rockwell Investments** at any reasonable time for any purpose necessary or incidental to the performance of its obligations or **Jett Aircraft and M.K. Rockwell Investments**' obligations hereunder.

20. **Jett Aircraft and M.K. Rockwell Investments** shall maintain the leased premises in a clean and orderly fashion at all times. **Jett Aircraft and M.K. Rockwell Investments** shall be responsible for the upkeep and mowing of the leased property.

21. **Jett Aircraft and M.K. Rockwell Investments** shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. **Jett Aircraft and M.K. Rockwell Investments** agree 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
Airport Administration Office
4500 S. School Ave., Suite F
Fayetteville, AR 72701

Jett Aircraft, LLC
275 South Harvey Dowell Road
Fayetteville, AR 72701

M.K. Rockwell Investments, LLC
2035 Riverfront Lane
Fayetteville, AR 72703

24. **Joint and Several Liability of Lessees.** LESSEES acknowledge that they are jointly and severally liable for the obligations imposed on them by this agreement.

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

26. 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.

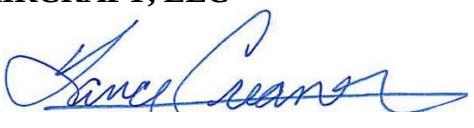
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST

By: _____
Sondra Smith, City Clerk and Treasurer

JETT AIRCRAFT, LLC

By : 

Lance Creamer
Owner

M.K. ROCKWELL INVESTMENTS, LLC

By: 

Mark Rockwell
Owner

Exhibit A



Corporate Hangar

4500 S School Offices



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0410

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$241.00 PER MONTH

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 one year lease agreement, a copy of which is attached to this Resolution, with Skydive Fayetteville, LLC for approximately 276 square feet of office space in the Airport Terminal building for rent in the amount of \$241.00 per month.

City of Fayetteville Staff Review Form

2017-0410

Legistar File ID

8/15/2017

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

Terry Gulley

7/21/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with Skydive Fayetteville, LLC, 4075 N. Shiloh Drive, Fayetteville, AR 72703, (479) 530-5241, 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 15, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 21, 2017

SUBJECT: Skydive Fayetteville, LLC Lease Agreement

RECOMMENDATION:

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

BACKGROUND:

Skydive Fayetteville, LLC would like to lease office space in the terminal building to provide skydiving services at the airport.

BUDGET/STAFF IMPACT:

This lease will provide \$2,892.00 in revenue to the airport annually.

ATTACHMENTS:

SRF
SRM
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 **Skydive Fayetteville, LLC**, 4075 N. Shiloh Drive, Fayetteville, AR 72703, 479-530-5241.

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, **Skydive Fayetteville, LLC** 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 to **Skydive Fayetteville, LLC**, and **Skydive Fayetteville, LLC** leases from City, approximately 276 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. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to **Skydive Fayetteville, LLC**.
 4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for One (1) year(s) commencing on the 15th day of August, 2017, and ending on the 14th day of August, 2018.
- This Lease Agreement may be terminated by either party with a sixty (30) day written notice.
5. Rent: **Skydive Fayetteville, LLC** agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: TWO-HUNDRED FORTY-ONE DOLLARS

PER MONTH, (\$241.00) 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 **Skydive Fayetteville, LLC**. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** shall provide for and supply at its expense all janitor service with respect to the demised premises.

8. Improvements: **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, or **Skydive Fayetteville, LLC**'s agents or invites, upon notice from **Skydive Fayetteville, LLC**, 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. **Skydive Fayetteville, LLC** shall not make any alterations to the controls of the hangar doors.

10. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'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. **Skydive Fayetteville, LLC** agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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: **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** is responsible or legally liable, **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, 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. **Skydive Fayetteville, LLC** 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, **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s use or occupancy of the lease premises; provided, however, that **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s creditors or otherwise by operation of law shall not be effective to

transfer or assign **Skydive Fayetteville, LLC**'s interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither **Skydive Fayetteville, LLC**'s interest in this Agreement, not any estate created hereby in **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** are transferred, or if any partnership interests of **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and **Skydive Fayetteville, LLC** shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease **Skydive Fayetteville, LLC**'s right to use the demised premises shall cease, and **Skydive Fayetteville, LLC** shall vacate the premises without unreasonable delay. All property installed, erected, or placed by **Skydive Fayetteville, LLC** in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of **Skydive Fayetteville, LLC**. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** at any reasonable time for any purpose necessary or incidental to the performance of its obligations or **Skydive Fayetteville, LLC**'s obligations hereunder.

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

21. **Skydive Fayetteville, LLC** shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. **Skydive Fayetteville, LLC** 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

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701

Phone: (479) 718 -7642

SKYDIVE FAYETTEVILLE, LLC AVIATION

Skydive Fayetteville, LLC
4500 South School Street
Fayetteville, Arkansas 72701

Phone: (479) 530-5241

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.

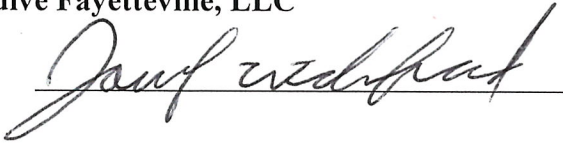
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST

By: _____
Sondra Smith, City Clerk and Treasurer

Skydive Fayetteville, LLC

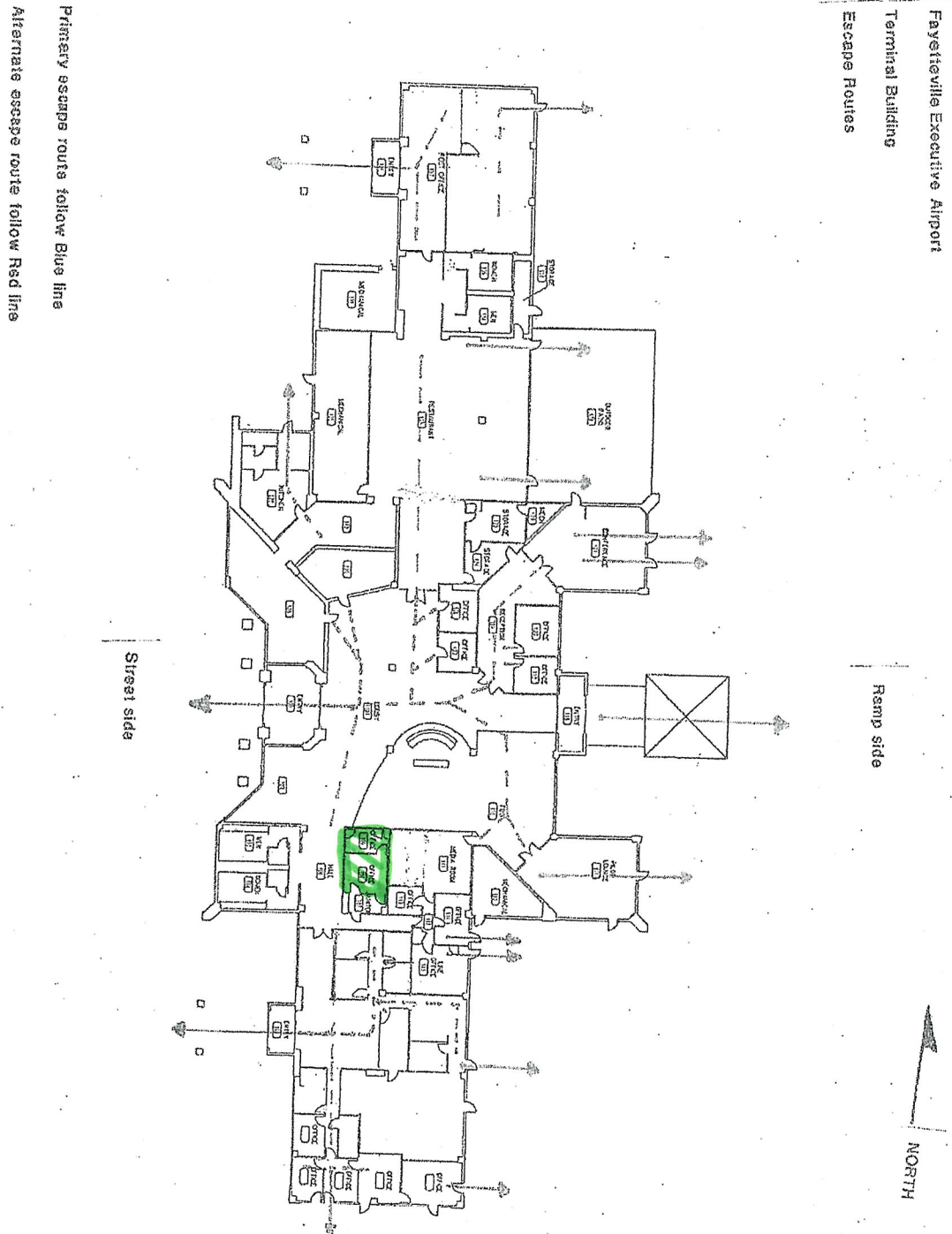
By: 

Corporator

ATTEST:

Title

Exhibit A



Evacuation Plan diagram for Terminal Building

FAA APPROVED

JUN 16 2015

WM



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0433

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR ADDITIONAL OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$160.00 PER MONTH

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 one year lease agreement, a copy of which is attached to this Resolution, with Skydive Fayetteville, LLC for approximately 288 square feet of office space in the Airport Terminal building for rent in the amount of \$160.00 per month.

City of Fayetteville Staff Review Form

2017-0433

Legistar File ID

8/15/2017

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

Terry Gulley

7/31/2017

Aviation /
Transportation Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval and signature of the Mayor on a lease agreement with Skydive Fayetteville, LLC, 4075 N. Shiloh Drive, Fayetteville, AR 72703, (479) 530-5241, 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 15, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 31, 2017

SUBJECT: Skydive Fayetteville, LLC Lease Agreement

RECOMMENDATION:

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

BACKGROUND:

Skydive Fayetteville, LLC would like to lease office space in the terminal building to provide skydiving services at the airport.

BUDGET/STAFF IMPACT:

This lease will provide \$1,920.00 in revenue to the airport annually.

ATTACHMENTS:

SRF
SRM
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 **Skydive Fayetteville, LLC**, 4075 N. Shiloh Drive, Fayetteville, AR 72703, 479-530-5241.

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, **Skydive Fayetteville, LLC** 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 to **Skydive Fayetteville, LLC**, and **Skydive Fayetteville, LLC** leases from City, approximately 288 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. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to **Skydive Fayetteville, LLC**.

4. Term: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for One (1) year(s) commencing on the 16th day of August, 2017, and ending on the 15th day of August, 2018.

This Lease Agreement may be terminated by either party with a sixty (30) day written notice.

5. Rent: **Skydive Fayetteville, LLC** agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the sum of: ONE-HUNDRED SIXTY DOLLARS,

(\$160.00) 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 **Skydive Fayetteville, LLC**. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** shall provide for and supply at its expense all janitor service with respect to the demised premises.

8. Improvements: **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, or **Skydive Fayetteville, LLC**'s agents or invites, upon notice from **Skydive Fayetteville, LLC**, 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. **Skydive Fayetteville, LLC** shall not make any alterations to the controls of the hangar doors.

10. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'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. **Skydive Fayetteville, LLC** agrees that it shall use the premises for the implementation and conducting of an aeronautical business activity. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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: **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** is responsible or legally liable, **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, 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.

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Concurrent with the execution of this Agreement, **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s use or occupancy of the lease premises; provided, however, that **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s creditors or otherwise by operation of law shall not be effective to

transfer or assign **Skydive Fayetteville, LLC**'s interest under this Agreement unless the Airport shall have first consented thereto in writing. Neither **Skydive Fayetteville, LLC**'s interest in this Agreement, not any estate created hereby in **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** are transferred, or if any partnership interests of **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**, same shall be deemed an assignment for the purposes of this Section 17 and shall require the Airport's prior consent, and **Skydive Fayetteville, LLC** shall notify the Airport of any such change or proposed change.

18. On the expiration or other termination of this lease **Skydive Fayetteville, LLC**'s right to use the demised premises shall cease, and **Skydive Fayetteville, LLC** shall vacate the premises without unreasonable delay. All property installed, erected, or placed by **Skydive Fayetteville, LLC** in, on, or about the premises leased hereunder shall be deemed to be personal property and shall remain the property of **Skydive Fayetteville, LLC**. **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC**'s obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by **Skydive Fayetteville, LLC** 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 **Skydive Fayetteville, LLC** at any reasonable time for any purpose necessary or incidental to the performance of its obligations or **Skydive Fayetteville, LLC**'s obligations hereunder.

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

21. **Skydive Fayetteville, LLC** shall not start or operate aircraft engines within the aircraft hangar leased hereby and shall not allow such operations by any other person.

22. **Skydive Fayetteville, LLC** 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

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701

Phone: (479) 718 -7642

SKYDIVE FAYETTEVILLE, LLC AVIATION

Skydive Fayetteville, LLC
4500 South School Street
Fayetteville, Arkansas 72701

Phone: (479) 530-5241

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.

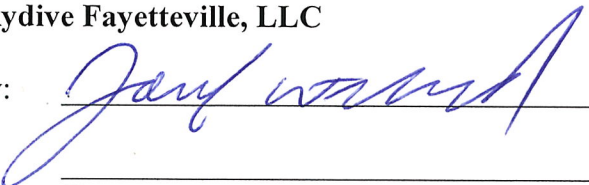
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST

By: _____
Sondra Smith, City Clerk and Treasurer

Skydive Fayetteville, LLC

By:  _____
Corporator

ATTEST:

Title



Ramp side

ଅଧିକାରୀଙ୍କ



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0428

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,968.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE A&P FACILITY ROOF 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 a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$29,968.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the A&P Facility roof at Drake Field.

City of Fayetteville Staff Review Form

2017-0428

Legistar File ID

8/15/2017

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

Terry Gulley

7/28/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division budget adjustment for the approved 80-20 Arkansas Department of Aeronautics grant in the amount of \$29,968.00 for the rehabilitation of the A&P Facility corporate hangar roof at Fayetteville – Drake Field.

Budget Impact:

5550.760.3960-5804.00

Airport

Account Number

Fund

13025.1702

Airport Roof Replacements

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 11,238.00

Funds Obligated \$ -

Current Balance \$ 11,238.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 29,968.00

Remaining Budget \$ 41,206.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 28, 2017

SUBJECT: A&P Facility Roof Rehab Grant Recognition

RECOMMENDATION:

Staff requests approval for the Aviation Division budget adjustment for the approved 80-20 Arkansas Department of Aeronautics grant in the amount of \$29,968.00 for the rehabilitation of the A&P Facility corporate hangar roof at Fayetteville – Drake Field.

BACKGROUND:

Last year, the Aviation Division commissioned a review of all roofs for city-owned buildings on the airfield. This review began after years of trying to maintain our 30+ year-old hangar roofs. Recently, our maintenance staff has been unable to stop leaks, as the source of the leaks has become more widespread across the roofs. These leaks are an inconvenience to our tenants, some of whom perform maintenance in their hangars. They are also a safety / slip hazard, and we have already had one claim against the City when a tenant slipped on a puddle in their hangar. Five building roofs will undergo rehabilitation as part of a project associated with an insurance claim.

DISCUSSION:

The Aviation Division approached the Arkansas Department of Aeronautics to inquire about a grant that would fund the rehabilitation of hangar roofs. As a result of this inquiry, a bid package was developed for the rehabilitation of three corporate hangars on the airfield. The sealed bid process for this project has been completed and a total of four bids were received at the bid opening on February 14, 2017. Superior General Contractors, Inc. submitted the low bid on the project of \$93,462.00, but withdrew their bid on February 22. Arkansas Roofing Company was the second low bidder with a bid of \$109,841.00. The Engineer's Estimate for the construction cost was \$175,000.00. A breakdown of the total expected project funding, including engineering, and construction observation, is included below.

BUDGET/STAFF IMPACT:

ADA:	\$29,968.00
City of Fayetteville:	<u>\$7,492.00</u>
TOTAL:	\$37,460.00

The Aviation Division will expend up to \$11,238.00 of its fund balance reserve, \$7,492.00, in order to match 20% of the total project cost, plus any additional Change Orders up to 10 % of the approved project budget, or \$3,746.00.

ATTACHMENTS:

SRF

SRM

Grant approval letter

Budget Adjustment



STATE OF ARKANSAS

DEPARTMENT OF AERONAUTICS

2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820



ASA HUTCHINSON
GOVERNOR

May 17, 2017

JERRY CHISM
DIRECTOR

COMMISSIONERS

Wiley Blansett
Searcy

Jay Brain
Rogers

Will Dawson
Clinton

David Glover
Tillar

Sam Jackson
Blytheville

Clark W. Mason
Little Rock

Lloyd Wofford
Jonesboro

FAYETTEVILLE-DRAKE FIELD
ATTN: The Honorable Lioneld Jordan
Mayor of Fayetteville
4500 S. School Avenue, Suite F
Fayetteville, AR 72701

Dear Mayor Jordan:

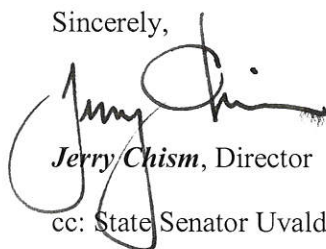
During the May 17, 2017 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Fayetteville-Drake Field. The request approved provides funding in the amount of \$29,968.00 for hangar roof repair for existing A & P facility.

This grant has been assigned as Grant #3621-17 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** Please notify us if circumstances beyond your control prevent completion within the allotted time, otherwise, the grant may be canceled.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Department's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,



Jerry Chism, Director

cc: State Senator Uvalde Lindsey; State Representative Charlie Collins

JC:kg

**CITY OF FAYETTEVILLE
CORPORATE HANGAR ROOF REHABILITATION
AS-BID BUDGET - A & P FACILITY**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	0	\$49,921.00	\$0.00
2	070200-2	A & P Facility Roof Rehabilitation	LS	1	\$29,960.00	\$29,960.00
3	070300-3	Wings Avionics Roof Rehabilitation	LS	0	\$29,960.00	\$0.00

TOTAL CONSTRUCTION COST **\$29,960.00**

ESTIMATED ADMINISTRATION EXPENSES (ADVERTISING COSTS) **\$0.00**

ENGINEERING FEES

Roof Surveys	\$0.00
Bid Package Development	\$5,000.00
Bidding Services	\$0.00
Construction Phase Services	\$2,500.00
TOTAL ENGINEERING FEES	\$7,500.00

TOTAL PROJECT COST **\$37,460.00**

PROJECT FUNDING	
Arkansas Department of Aeronautics (80%)	\$29,968.00
City of Fayetteville (20%)	\$7,492.00
TOTAL FUNDING	\$37,460.00

Budget Year	Division	Adjustment Number
2017	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: John Nelson	

The Arkansas Department of Aeronautics awarded Grant Number 3621-17 in the amount of \$29,968 for hangar roof repair for existing tenant A&P at Fayetteville - Drake Field. This grant requires a 20% match (\$7,492) and staff is requesting an additional 10% for project contingency.

	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0428
	<i>Barbara Fell</i> 7/28/2017 3:50 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: 2017-0429

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$33,939.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE WINGS AVIONICS CORPORATE HANGAR ROOF 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 a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$33,939.00 recognizing grant funds received from the Arkansas Department of Aeronautics for the rehabilitation of the Wings Avionics corporate hangar roof at Drake Field.

City of Fayetteville Staff Review Form

2017-0429

Legistar File ID

8/15/2017

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

Terry Gulley

7/28/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division budget adjustment for the approved 90-10 Arkansas Department of Aeronautics grant in the amount of \$33,939.00 for the rehabilitation of the Wings Avionics corporate hangar roof at Fayetteville – Drake Field.

Budget Impact:

5550.760.3960-5804.00

Airport

Account Number

Fund

13025.1701

Airport Roof Replacements

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 7,542.00

Funds Obligated \$ -

Current Balance \$ 7542.00

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 33,939.00

Remaining Budget \$ 41,481.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: July 28, 2017

SUBJECT: Wings Avionics Roof Rehab Grant Recognition

RECOMMENDATION:

Staff requests approval for the Aviation Division budget adjustment for the approved 90-10 Arkansas Department of Aeronautics grant in the amount of \$33,939.00 for the rehabilitation of the Wings Avionics corporate hangar roof at Fayetteville – Drake Field.

BACKGROUND:

Last year, the Aviation Division commissioned a review of all roofs for city-owned buildings on the airfield. This review began after years of trying to maintain our 30+ year-old hangar roofs. Recently, our maintenance staff has been unable to stop leaks, as the source of the leaks has become more widespread across the roofs. These leaks are an inconvenience to our tenants, some of whom perform maintenance in their hangars. They are also a safety / slip hazard, and we have already had one claim against the City when a tenant slipped on a puddle in their hangar. Five building roofs will undergo rehabilitation as part of a project associated with an insurance claim.

DISCUSSION:

The Aviation Division approached the Arkansas Department of Aeronautics to inquire about a grant that would fund the rehabilitation of hangar roofs. As a result of this inquiry, a bid package was developed for the rehabilitation of three corporate hangars on the airfield. The sealed bid process for this project has been completed and a total of four bids were received at the bid opening on February 14, 2017. Superior General Contractors, Inc. submitted the low bid on the project of \$93,462.00, but withdrew their bid on February 22. Arkansas Roofing Company was the second low bidder with a bid of \$109,841.00. The Engineer's Estimate for the construction cost was \$175,000.00. A breakdown of the total expected project funding, including engineering, and construction observation, is included below.

BUDGET/STAFF IMPACT:

ADA:	\$33,939.00
City of Fayetteville:	<u>\$3,771.00</u>
TOTAL:	\$37,710.00

The Aviation Division will expend up to \$7,542.00 of its fund balance reserve, \$3,771.00, in order to match 10% of the total project cost, plus any additional Change Orders up to 10 % of the approved project budget, or \$3,771.00.

ATTACHMENTS:

SRF
SRM
Grant Approval Letter
Budget Adjustment



STATE OF ARKANSAS

DEPARTMENT OF AERONAUTICS

2315 Crisp Drive • Hangar 8
Little Rock, Arkansas 72202-4402
Telephone: (501) 376-6781 • Fax: (501) 378-0820



ASA HUTCHINSON
GOVERNOR

May 17, 2017

JERRY CHISM
DIRECTOR

COMMISSIONERS

Wiley Blansett
Searcy

Jay Brain
Rogers

Will Dawson
Clinton

David Glover
Tillar

Sam Jackson
Blytheville

Clark W. Mason
Little Rock

Lloyd Wofford
Jonesboro

FAYETTEVILLE-DRAKE FIELD
ATTN: The Honorable Lioneld Jordan
Mayor of Fayetteville
4500 S. School Avenue, Suite F
Fayetteville, AR 72701

Dear Mayor Jordan:

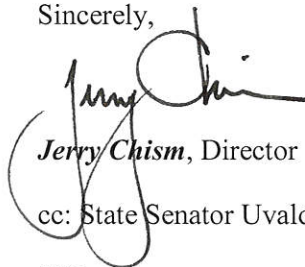
During the May 17, 2017 meeting of the Arkansas Aeronautics Commission, a 90-10% Grant Request was approved for Fayetteville-Drake Field. The request approved provides funding in the amount of \$33,939.00 for hangar roof repair for existing tenant "Wings Aviation."

This grant has been assigned as Grant #3620-17 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

The Commission has asked that we call your attention to Page Three (3) of your Application for State Airport Aid. ***This project should be started immediately and completed within one year.*** Please notify us if circumstances beyond your control prevent completion within the allotted time, otherwise, the grant may be canceled.

Payment of this grant will be made upon completion of your project. Please remember that grant funds are contingent upon the Department's appropriation for the fiscal year. Request payment of this grant in writing and include your documentation for the project at that time.

Sincerely,



Jerry Chism, Director

cc: State Senator Uvalde Lindsey; State Representative Charlie Collins

JC:kg

**CITY OF FAYETTEVILLE
CORPORATE HANGAR ROOF REHABILITATION
AS-BID BUDGET - WINGS AVIONICS**

ITEM NO.	SPEC. NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	070100-1	South Delta Aviation Hangar Roof Rehabilitation	LS	0	\$49,921.00	\$0.00
2	070200-2	A & P Facility Roof Rehabilitation	LS	0	\$29,960.00	\$0.00
3	070300-3	Wings Avionics Roof Rehabilitation	LS	1	\$29,960.00	\$29,960.00

TOTAL CONSTRUCTION COST **\$29,960.00**

ESTIMATED ADMINISTRATION EXPENSES (ADVERTISING COSTS) **\$750.00**

ENGINEERING FEES

Roof Surveys	\$4,000.00
Bid Package Development	\$0.00
Bidding Services	\$3,000.00
Construction Phase Services	\$0.00
TOTAL ENGINEERING FEES	\$7,000.00

TOTAL PROJECT COST **\$37,710.00**

PROJECT FUNDING	
Arkansas Department of Aeronautics (90%)	\$33,939.00
City of Fayetteville (10%)	\$3,771.00
TOTAL FUNDING	\$37,710.00

Budget Year	Division	Adjustment Number
2017	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: John Nelson	

The Arkansas Department of Aeronautics awarded Grant Number 3620-17 in the amount of \$33,939 for hangar roof repair for existing tenant Wings Avionics at Fayetteville - Drake Field. This grant requires a 10% match (\$3,771) and staff is requesting an additional 10% for project contingency.

	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0429
		Barbara Fell
		7/28/2017 3:52 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: 2017-0416

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):

A RESOLUTION TO APPROVE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CDBG AGREEMENT FOR 2017 IN THE AMOUNT OF \$612,164.00 WHEN RECEIVED

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 Mayor Jordan to execute the Community Development Block Grant (CDBG) Agreement for 2017 in the amount of \$612,164.00 when received, and approves the 2017 Action Plan, a full copy of which is attached to this Resolution, proposed as follows:

Administration	\$79,000.00
Housing Rehabilitation	\$430,164.00
Redevelopment	\$56,000.00
Yvonne Richardson Community Center	\$5,000.00
Transportation	\$42,000.00

City of Fayetteville Staff Review Form

2017-0416

Legistar File ID

8/15/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Yolanda Fields

7/28/2017

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the attached 2017 Action Plan and approval of authority for the Mayor to execute the 2017 Community Development Block Grant (CDBG) Agreement upon receipt.

Budget Impact:

N/A

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,076,932.43

Funds Obligated \$ 51,329.98

Current Balance \$ 1,025,602.45

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 1,025,602.45

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Yolanda Fields, Dir. Community Resources

DATE: July 28, 2017

SUBJECT: 2017 Community Development Block Grant (CDBG) Action Plan

RECOMMENDATION:

Staff recommends approval of the attached 2017 Action Plan and approval of authority for the Mayor to execute the 2017 Community Development Block Grant (CDBG) Agreement upon receipt.

BACKGROUND:

Fayetteville has been a CDBG Entitlement City since 1974. Funding is based on a formula allocation process that takes into account such factors as population, percent of low/moderate income persons, and number of housing units. This formula allocation process awards CDBG funding to the City of Fayetteville. Each year, the Community Resources Division submits an Action Plan to the U.S. Department of Housing and Urban Development (HUD) outlining the proposed uses of CDBG funding. If HUD approves the Action Plan, a CDBG Agreement for that year is received. This agreement must be executed, returned to the HUD Field Office in Little Rock, and then sent to HUD in Washington D.C. for the release of funds.

DISCUSSION:

Grant amounts vary each year based upon the funding levels authorized by Congress through the annual federal budget process. The award for 2017 is \$612,164. The grant funding detail submitted to HUD is as follows:

Administration	\$ 79,000
Housing Rehabilitation	\$430,164
Redevelopment	\$ 56,000
Yvonne Richardson (YRCC)	\$ 5,000
Transportation	<u>\$ 42,000</u>
	\$612,164

Approving the Mayor's authority to execute the 2017 CDBG Agreement upon receipt will expedite release of funds. This will allow for a quicker start to both internal and external programs which assist low and moderate income residents in Fayetteville.

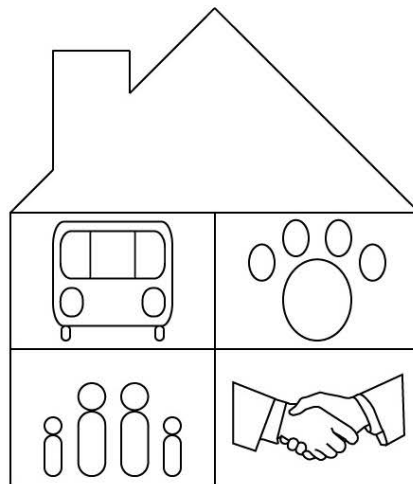
BUDGET/STAFF IMPACT:

2017 CDBG grant revenue - \$612,164

Attachments:

2017 Action Plan

City of Fayetteville



CDBG

Year 2 Action Plan (2017)

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan (AAP) is one of the requirements for the City of Fayetteville to receive funds through the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for entitlement cities.

This AAP was developed from the 2016-2020 Consolidated Plan (Con Plan) needs assessment for low- and moderate-income residents. While the needs identified in the Con Plan exceed the funding available to address all of them; the City of Fayetteville addresses the identified needs as fully as possible. The 2017 AAP will detail how the City of Fayetteville plans to address the identified needs during the current grant year.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The 2016-2020 Con Plan documents the needs assessment, market analysis, consultation with community stake holders, and past performance that were all utilized to develop the priority needs for the City of Fayetteville. The priority needs are housing, redevelopment, public services, and public facilities. Housing will focus on maintaining the affordable housing stock through rehabilitation and repair of LMI owner-occupied homes. Redevelopment provides code compliance assistance for LMI homeowners who are financially and/or physically unable to correct code violations. Public services and public facilities are funded through a competitive grant process with the Grant Prioritization Committee determining which projects are included in the annual action plan.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

Each year, the City is required to submit a Consolidated Annual Performance Evaluation Report (CAPER) to HUD, reporting on the activities that were funded with CDBG, the amount spent and the beneficiaries assisted. The City submits the required reports annually and HUD has accepted the reports each year. In addition to meeting HUD requirements the CAPER provides the City with an opportunity to review past performance and utilize the information as a component of determining future needs.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City of Fayetteville CDBG activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff, and special purpose committees; input from community stakeholders is sought and integrated into designating action priorities. In addition, a Community Development Outreach Quarterly publication serves to inform the community of current and future program projects and services. We realize that even in our connected age not everyone has access to the internet; therefore, the Outreach Quarterly is distributed in printed format to 40 locations in our community. The Outreach Quarterly also provides the community with program contact information so interested citizens can provide feedback/input. We implement and participate in community events to both provide information about the programs we offer and to receive input from citizens about our programs and community needs.

A summary of the Action Plan and Budget was published, in conjunction with announcing the public comment period and a public hearing, in the Northwest Arkansas Democrat Gazette on June 25, 2017 and June 30, 2017. It was also published in the week of June 25th issues of the weekly publications: The Fayetteville Free Weekly and La Prensa Libre (Spanish). Finally, the information was posted to the City's website at <http://www.fayetteville-ar.gov> throughout the public comment period. The public comment period ran from June 29, 2017 to July 13, 2017. A public hearing was held on July 7, 2017 at 5:30 pm. A draft of the 2017 Action Plan was made available to the public in the City Clerk's Office and the Community Resources Office throughout the public comment period.

In May 2017, HUD issued a waiver of the regulatory 30-day citizen participation public comment period in favor of a 14-day comment period due to the delay in the enactment of HUD's annual appropriations for 2017. The City of Fayetteville utilized this waiver to ensure that submission of the AP occurred prior to the HUD deadline.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

There were no public comments received.

6. Summary of comments or views not accepted and the reasons for not accepting them

There were no comments or views that were not accepted.

7. Summary

The City of Fayetteville has completed the 2017 Action Plan according to HUD requirements. The funding decisions have been guided by the needs assessment, market analysis, census data, consultation and partnership with service providers, public input, and past performance data as detailed in the 2016-2020 Con Plan and the 2016 CAPER.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FAYETTEVILLE	Community Resources Division

Table 1 – Responsible Agencies

Narrative (optional)

The City of Fayetteville is the Lead Agency for the City of Fayetteville CDBG Entitlement funds. The City of Fayetteville's Community Resources Division is the administrator of the CDBG funds for the City of Fayetteville.

Consolidated Plan Public Contact Information

Yolanda Fields, CGFM Community Resources Director can receive inquiries/comments regarding the Consolidated Plan and affiliated Annual Action Plans. She can be reached by: Email - yfields@fayetteville-ar.gov, Phone - 479.575.8290, Mail - City of Fayetteville Community Resources Division, Attn: Yolanda Fields, 113 W Mountain St, Fayetteville AR 72701.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

The City of Fayetteville strives to connect with all entities in our community; especially those that work with the LMI population. Community Resources recognizes that it takes input from the entire community to identify the needs and determine areas where services can be enhanced. While the City uses a variety of methods to reach out to the community we continue to seek and try new ways of increasing participation from individuals, organizations and businesses.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Fayetteville Community Resources Division enhances coordination between the varied providers and agencies in our area through a variety of methods.

Community Resources organizes community events throughout the year. One example is CDBG in the Park which brings together community members, local agencies and the City's CDBG programs. We encourage local service providers to participate in these events, as they are free of charge and thus an effective way to reach out to the community. Community Resources also participates in community events put on by other organizations. Community events serve a dual purpose of enhancing coordination and getting information out to the community.

Outreach presentations are another way to enhance coordination and Community Resources does presentations for a variety of organizations/groups and is always looking for new locations to expand to. We do presentations to organization staff and clientele both, depending upon the needs of the organization. These presentations ensure that local organizations and/or the organization's clients know the resources that are offered through CDBG and provide an opportunity for organizations/individuals to share what their needs are.

The subrecipient grant process brings many of the local service providers to the table through the grant workshop and subsequent application process. Discussion at the grant workshop and the actual grant applications provide information on what the current needs of various providers in the community are.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Fayetteville is a member of the Northwest Arkansas (NWA) Continuum of Care. The Community Resources Director is a current CoC board member and active participant in the NWA CoC's

efforts to revitalize the organization. We attend meetings and participate with the other members to address the needs of the homeless and potential homeless in our community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Fayetteville provides input to the NWA Continuum of Care at the meetings. We also consult with the CoC and member agencies whenever requested. The Community Resources Director, as a current board member, is actively participating in the NWA CoC's current path of reorganization and revitalizaion.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Arts Live Theatre
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Arts Live Theatre (ALT) through their participation in the CDBG Public Facility Lease Program, the Subrecipient Grant process and involvement in community activities/events.
2	Agency/Group/Organization	Big Brothers Big Sisters of Northwest Arkansas, Inc.
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with BBBS of NWA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
3	Agency/Group/Organization	Donald W Reynolds Boys & Girls Club of Fayetteville
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Boys & Girls Club through their participation in the Subrecipient Grant process and through involvement in community activities/events.
4	Agency/Group/Organization	CASA of Northwest Arkansas
	Agency/Group/Organization Type	Services-Children Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with CASA of Northwest Arkansas through their participation in the Subrecipient Grant process and through involvement in community activities/events.
5	Agency/Group/Organization	Credit Counseling of Arkansas, Inc
	Agency/Group/Organization Type	Services - Housing Services-Education
	What section of the Plan was addressed by Consultation?	Non-Homeless Housing & Credit Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with CCOA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
6	Agency/Group/Organization	Community Clinic NWA
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Community Clinic NWA through their participation in the Subrecipient Grant process and through involvement in community activities/events.
7	Agency/Group/Organization	Fayetteville Fire Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Subrecipient Grant Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fayetteville Fire Department participates in our Grant Prioritization Committee utilizing their knowledge of community needs to help determine which applicants for CDBG Public Services and Public Facility funding should be included in the Action Plan.

8	Agency/Group/Organization	Fayetteville Housing Authority
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the Fayetteville Housing Authority through the consulting/sharing of their plan; as well as, their participation in the Subrecipient Grant process and involvement in community activities/events.
9	Agency/Group/Organization	Fayetteville Planning Division
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Subrecipient Grant Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Fayetteville Planning Division participates in our Grant Prioritization Committee utilizing their knowledge of community needs to help determine which applicants for CDBG Public Services and Public Facility funding should be included in the Action Plan.
10	Agency/Group/Organization	Fayetteville Police Department
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Subrecipient Grant Program
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Fayetteville Police Department participates in our Grant Prioritization Committee utilizing their knowledge of community needs to help determine which applicants for CDBG Public Services and Public Facility funding should be included in the Action Plan.
11	Agency/Group/Organization	Fayetteville Senior Activity and Wellness Center
	Agency/Group/Organization Type	Services-Elderly Persons

	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the Senior Activity & Wellness Center through their participation in the Subrecipient Grant process and through involvement in community activities/events.
12	Agency/Group/Organization	Fayetteville Veterans Affairs
	Agency/Group/Organization Type	Other government - Federal
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the VA through participation in the NWA Continuum of Care and through involvement in community activities/events.
13	Agency/Group/Organization	Habitat for Humanity of Washington County
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Habitat for Humanity through their participation in the Subrecipient Grant process and through involvement in community activities/events.
14	Agency/Group/Organization	Havenwood Transitional Housing Facility
	Agency/Group/Organization Type	Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Homelessness Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Havenwood through participation in the NWA Continuum of Care and through involvement in community activities/events.
15	Agency/Group/Organization	Life Styles
	Agency/Group/Organization Type	Housing Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Life Styles through their participation in the Subrecipient Grant process and through involvement in community activities/events.
16	Agency/Group/Organization	LifeSource International
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with LifeSource through their participation in the Subrecipient Grant process and through involvement in community activities/events.
17	Agency/Group/Organization	NWA Continuum of Care
	Agency/Group/Organization Type	Housing Services-homeless Regional organization

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The NWA Continuum of Care is consulted through participation as an active member of the group, interactions with other member agencies and through involvement in community activities/events. The Community Resources Director is a current board member.
18	Agency/Group/Organization	Ozark Guidance
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Ozark Guidance through their participation in the Subrecipient Grant process and through involvement in community activities/events.
19	Agency/Group/Organization	Peace at Home Family Shelter
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Families with children Homelessness Strategy Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Peace at Home through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.

20	Agency/Group/Organization	Prism Education Center
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Prism Education Center through their participation in the Subrecipient Grant process and through involvement in community activities/events.
21	Agency/Group/Organization	The Salvation Army, A Georgia Corporation
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with The Salvation Army through participation in the Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
22	Agency/Group/Organization	Seven Hills Homeless Center
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homelessness Needs - Veterans Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with 7hills Homeless Center through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.

23	Agency/Group/Organization	Sources
	Agency/Group/Organization Type	Services - Housing Services-Persons with Disabilities Services-Employment
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Sources through their eligibility to participate in the Subrecipient Grant process and through involvement in community activities/events.
24	Agency/Group/Organization	Washington County Health Unit - Fayetteville
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Health Agency Other government - State
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with the Washington County Health Unit as needed and through involvement in community activities/events.
25	Agency/Group/Organization	Welcome Health
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Welcome Health through their participation in the Subrecipient Grant process and through involvement in community activities/events.

26	Agency/Group/Organization	Youth Bridge
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with Youth Bridge through participation in the NWA Continuum of Care, their participation in the Subrecipient Grant process and through involvement in community activities/events.
27	Agency/Group/Organization	Yvonne Richardson Community Center - YRCC
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Housing Community Development Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	We consult with YRCC through their participation in the Subrecipient Grant process and through involvement in community activities/events.

Identify any Agency Types not consulted and provide rationale for not consulting

There are no agency types, we are aware of, in our community that are not consulted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Havenwood	The City of Fayetteville Community Resources Division takes the needs identified by the NWA CoC into account as part of the development of the Strategic Plan.
Fayetteville Housing Authority Plan	Fayetteville Housing Authority	The goal overlap can vary from year to year. The City of Fayetteville receives a copy of the FHA plan annually to ensure consistency with the City's Consolidated Plan.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The City of Fayetteville CDBG activities are designed and carried out based on local needs. Through public meetings, consultation with area public and non-profit service agencies, informal discussion with citizens, studies, city staff and special purpose committees; input from community stakeholders is sought and integrated into designating action priorities. In addition, a Community Development Outreach Quarterly publication serves to inform the community of current and future program projects and services. We realize that even in our connected age not everyone has access to the internet; therefore, the Outreach Quarterly is distributed in printed format to more than 40 locations in our community. The Outreach Quarterly also provides the community with program contact information so citizens can provide feedback/input. We implement and participate in community events to both provide information about the programs we offer and to receive input from citizens about our programs and community needs.

A summary of the Action Plan and Budget was published in conjunction with, announcing the public comment period and a public hearing, in the Northwest Arkansas Democrat Gazette on June 25, 2017 and June 30, 2017. It was also published in the Week of June 25th issues of the weekly publications: The Fayetteville Free Weekly and La Prensa Libre (Spanish). Finally, the information was posted to the City's website at <http://www.fayetteville-ar.gov> throughout the public comment period. The public comment period ran from June 29, 2017 through July 13, 2017. A public hearing was held on July 7, 2017 at 5:30 pm. A draft of the 2017 Action Plan was made available to the public in the City Clerk's Office and the Community Resource Office throughout the public comment period.

In May 2017, HUD issued a waiver of the regulatory 30-day citizen participation public comment period allowing for a 14-day comment period due to the delay in the enactment of HUD's annual appropriations for 2017. The City of Fayetteville utilized this waiver to ensure that submission of the AP occurred prior to the HUD deadline.

Community Resources reviews our citizen participation process regularly and seeks opportunities to expand community access and increase citizen participation.

Organizations in the community seeking funding assistance receive technical support throughout the Subrecipient Grant Process. This begins in August with a mandatory grant workshop for all entities seeking funding for the upcoming year. The grant workshop provides all organizations that want to submit an application with a walk through of the grant application and an opportunity to ask questions and provide input. The workshop also provides information on the availability of technical assistance throughout the application process and who to contact for assistance. Those applicants included in the Action Plan receive technical support throughout the grant year to answer any questions and provide support/assistance throughout the entire time they are receiving CDBG funds.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-English Speaking - Specify other language: Spanish (La Prensa Libre) Non-targeted/broad community	The newspaper ads are placed in three papers; the NWA Democrat Gazette, The Fayetteville Free Weekly and La Prensa Libre (Spanish). We don't currently have a method of tracking how many people respond to the ads however, we are confident that by utilizing the three major print media sources in our community that we are reaching a wide section of the city.	There were no comments received.	There were not comments that were not accepted.	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-targeted/broad community	We utilize the City of Fayetteville website and the Community Resources Division Facebook page (Ranger's Pantry Pet Food Bank) to announce public comment periods and public hearing dates. We also utilize the City of Fayetteville website to post copies of the current Action Plan and CAPER making them accessible to the community for review and comment.	There were no comments received.	There were not comments that were not accepted.	http://www.fayetteville-ar.gov

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	A public hearing was held on Friday July 7, 2017 at 5:30 pm. The hearing was attended by program staff and a citizen. We have tried a variety of means to increase participation and continue to explore new ways to generate interest. We have lots of response/attendance at our community events and are working to get better response to our public hearings.	There were no comments received.	There were not comments that were not accepted.	

4	Outreach Quarterly	Non-targeted/broad community Residents of Public and Assisted Housing	The Community Resources Outreach Quarterly includes information on any upcoming activities related to the Consolidated Plan, Action Plan, CAPER, public comment periods, etc. We don't currently have a method of tracking how many people respond due to the Outreach Quarterly. We know that some of the 43 locations in the community where we distribute the newsletter, reach segments of the population that may not have easy access to the	There were no comments received.	There were not comments that were not accepted.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			internet or the local paper.			

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Fayetteville understands that there are fluctuations in the annual allocation of CDBG funds and in the amount of program income taken in annually. We prepare our initial (estimated) annual budget with the knowledge that there will be adjustments made when notification of the actual allocation is received and as the actual amount of program income is determined.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	612,164	10,000	804,452	1,426,616	1,836,492	Actual funding for 2017 (Year 2) is shown on the Annual Allocation line, along with an estimate of Program Income for 2017 (Year 2). Prior Year Resources is the amount in IDIS at the beginning of 2017 (Year 2). The Years 3-5 (2018-2020) estimate is based on the 2017 (Year 2) actual allocation amount.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have a matching requirement. There are times when subrecipients are able to utilize their CDBG award to leverage additional funding into their programs.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Fayetteville has three properties that were purchased with CDBG funds and are utilized in our CDBG Public Facility Lease Program. When one of the three buildings becomes available they are offered through a competitive application process to local non-profits that benefit exclusively or primarily LMI residents of Fayetteville. Applicants must show that their utilization of the property fits within HUD Guidelines and will benefit the LMI population. Upon being awarded a CDBG Public Facility Lease the non-profit signs an agreement leasing the property for \$1/year with the understanding that they are responsible for utilities, insurance and routine maintenance/upkeep on the property.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Administration and Planning	2016	2020	Administration and Planning		Administration and Planning	CDBG: \$79,000	
2	Housing	2016	2020	Affordable Housing		Housing	CDBG: \$430,164	Homeowner Housing Rehabilitated: 10 Household Housing Unit
3	Redevelopment	2016	2020	Affordable Housing		Redevelopment	CDBG: \$56,000	Housing Code Enforcement/Foreclosed Property Care: 8 Household Housing Unit
4	Public Services	2016	2020	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Services	CDBG: \$47,000	Public service activities other than Low/Moderate Income Housing Benefit: 354 Persons Assisted
5	Public Facilities	2016	2020	Homeless Non-Homeless Special Needs Non-Housing Community Development		Public Facilities	CDBG: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 0 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Administration and Planning
	Goal Description	Administration and Planning funds are used for a portion of the salary and benefits of the Community Resources Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities. CDBG funds allocated - \$79,000. Location: Development Services Building, 125 West Mountain Street, Fayetteville, Arkansas 72701.
2	Goal Name	Housing
	Goal Description	This allocation provides housing rehabilitation and repairs to low and moderate income persons in owner-occupied housing. The rehabilitation services are offered up to \$25,000. The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices and/or replace principal fixtures and components. CDBG funds allocated - \$430,164 which includes salary and program delivery costs for management and oversight of all housing programs. Ten households to be served. Location: Citywide, when there is a waiting list applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in home and homes located in the Target Area.

3	Goal Name	Redevelopment
	Goal Description	Program activities conducted throughout Fayetteville, with emphasis in the Target Area, include code compliance, clearance and demolition, and when funds are available land acquisition for attainable housing. Eight households to be served. CDBG funds allocated - \$56,000. Location: Throughout the City of Fayetteville with emphasis in the identified Target Area in southeast Fayetteville.
4	Goal Name	Public Services
	Goal Description	Providing public services to LMI residents; internally through the City of Fayetteville Transportation Program and externally through the Subrecipient Grant Program for non-profits providing services to Fayetteville residents. There will be one internal program and one external subrecipient funded in 2017 (Year 2). The internal program is the City of Fayetteville Transportation Program (taxi and transit components) - \$42,000. The subrecipient in 2017 (Year 2) is the Yvonne Richardson Community Center - \$5,000. Public services allocations were made taking the funding cap into consideration.
5	Goal Name	Public Facilities
	Goal Description	Public facility projects assist with construction, renovation and development of facilities utilized by local non-profit organizations to provide services to LMI Fayetteville residents. 2017 (Year 2) plans do not have any public facility projects at this time.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Fayetteville's Priority Needs and the Subrecipient Grant Process determined the projects to be included in the Annual Plan for Year 1. The projects listed below are the City of Fayetteville and subrecipient projects that will be undertaken.

Projects

#	Project Name
1	Administration and Planning
2	Housing Program 2017
3	Redevelopment Program 2017
4	Transportation Program 2017
5	Yvonne Richardson Community Center PS 2017

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary
Project Summary Information

1	Project Name	Administration and Planning
	Target Area	
	Goals Supported	Administration and Planning
	Needs Addressed	Administration and Planning
	Funding	CDBG: \$79,000
	Description	Administration and Planning funds are used for a portion of the salary and benefits of the Community Resources Director, administrative staff, office supplies, travel and training costs, some Fair Housing activities and other costs associated with administration of community development activities.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Funding for administration and planning costs of the grant are allowed for CDBG. CDBG rules do not require that beneficiaries be reported for administration and planning activities therefore there is not a goal outcome indicator selected.
	Location Description	Administration and planning activities occur at the Community Resources offices located at 125 W Mountain St Fayetteville AR 72701.
2	Planned Activities	Administration and planning activities necessary to provide program oversight, implementation, and planning.
	Project Name	Housing Program 2017
	Target Area	
	Goals Supported	Housing
	Needs Addressed	Housing
	Funding	CDBG: \$430,164
	Description	The Housing Program does rehabilitation and repair to bring low- and moderate- income owner occupied residences in Fayetteville up to city code, increase energy efficiency and address lead-based paint issues.
	Target Date	12/31/2017

	Estimate the number and type of families that will benefit from the proposed activities	Based on previous years it was estimated in the Con Plan (2016-2020) housing rehabilitation and/or repair would be provided to 19 LMI households each year. In Year One (2016) of the Con Plan it was found that the current construction market in Fayetteville had created an environment where the bids received on projects were significantly higher than the estimates for the work. This caused the number of projects completed in 2016 to fall short of the estimate. The construction market in Fayetteville remains the same as 2016; therefore, we are adjusting the projected number of housing rehabilitation and repair projects for 2017 to 10 (ten).
	Location Description	Citywide, when there is a waiting list applicants are prioritized according to established criteria to give highest priority to those most in need of services. Priority criteria include: very low income, elderly, disabled, single-parent household, lead-based paint hazards in home and homes located in the Target Area.
	Planned Activities	The Housing Program will provide housing rehabilitation and repair to qualified applicants. The program provides labor, materials, project management, Lead Based Paint (LBP) Hazard Control, and other associated costs to bring a home into compliance with State and City Housing Codes. Emphasis is placed on repairs that improve energy efficiency, alleviate deferred maintenance conditions, provide safety devices and/or replace principal fixtures and components.
3	Project Name	Redevelopment Program 2017
	Target Area	
	Goals Supported	Redevelopment
	Needs Addressed	Redevelopment
	Funding	CDBG: \$56,000
	Description	Code compliance assistance provided to low- and moderate- income owner-occupied properties in the City of Fayetteville.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	Based on previous years we estimate providing redevelopment to 8 LMI households.
	Location Description	Citywide with emphasis in the identified Target Area in southeast Fayetteville.

	Planned Activities	The Redevelopment Program will provide code compliance assistance to qualified applicants. The program provides labor, project management, and other associated costs to bring a property into compliance with City codes.
4	Project Name	Transportation Program 2017
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$42,000
	Description	The Transportation Program consists of two components - taxi and transit. The taxi component provides supplemental transportation in the form of taxi coupons for elderly and/or disabled residents of Fayetteville. The transit component provides transportation assistance in the form of bus passes to qualifying low- and moderate- income residents of Fayetteville.
	Target Date	12/31/2017
	Estimate the number and type of families that will benefit from the proposed activities	We estimate that 376 individuals will benefit from the transportation program in 2017 (Year 2).
	Location Description	The Transportation Program is citywide. Applications are taken and the program is administered at the Community Resources offices located at 125 W Mountain Street, Fayetteville AR 72701.
	Planned Activities	Taxi coupons will be provided to qualified elderly and/or disabled residents of Fayetteville. Transit (bus) passes will be provided to qualified LMI residents of Fayetteville.
5	Project Name	Yvonne Richardson Community Center PS 2017
	Target Area	
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: \$5,000

Description	YRCC will implement a program called "Ball Hogs". Ball Hogs will be an afterschool club that seeks to build community by uniting LMI youth with Fayetteville police officers. The program will provide participating youth with the opportunity to learn the fundamentals of basketball and reduce any negative stigma about police by forming their own positive relationships with police officers.
Target Date	12/31/2017
Estimate the number and type of families that will benefit from the proposed activities	Yvonne Richardson Community Center (YRCC) projects serving 30 underserved LMI youth.
Location Description	The participating youth will be selected through the YRCC's Kids Nite Afterschool Program. The activities will be undertaken at the Yvonne Richardson Community Center located at 240 E Rock Street, Fayetteville AR.
Planned Activities	Ball Hogs is a twelve week program. The weeks have themes which are tied to a basketball drill/technique and an officer lesson. The themes are: Protect, Train, Pursue, Defend, Teamwork, Serve, Sportsmanship & Uniform. (There are not 12 themes because some themes are explored over a two-week period)

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Funding for all projects is citywide as the LMI population of Fayetteville can be found throughout the city. The Redevelopment Program is available citywide with a focus on the self-identified Target Area.

Geographic Distribution

Target Area	Percentage of Funds

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Fayetteville feels that it is important to reach as much of the LMI population as possible through the projects receiving CDBG funds. Allocations to projects that are available to all LMI residents meet this goal.

Discussion

There have been projects in the past that have targeted specific areas of the community and could be in the future. The current needs of the community are best met by the projects included in the Action Plan and they are available to LMI residents throughout the City.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

As detailed in the Con Plan maintaining the affordable housing stock is a priority for the City of Fayetteville. This is accomplished through housing rehabilitation and repair to LMI owner-occupied homes. Emphasis is placed on bringing homes into compliance with State and City Codes, improving energy efficiency, alleviating deferred maintenance conditions, providing safety devices, and when needed addressing lead based paint issues.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	10
Special-Needs	0
Total	10

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The one year goals for households to be supported was determined through looking at previous years' project numbers to make an estimate of the number of households that will receive support through rehabilitation/repair.

AP-60 Public Housing – 91.220(h)

Introduction

The Fayetteville Housing Authority is the public housing provider in Fayetteville. The Fayetteville Housing Authority has three programs: Public Housing, Section 8 and HUD/VASH. We work closely with the Fayetteville Housing Authority.

Actions planned during the next year to address the needs to public housing

The City of Fayetteville Annual Action Plan does not have actions specific to public housing. The actions planned by the Fayetteville Housing Authority are delineated in the Public Housing sections of the Con Plan.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City of Fayetteville CDBG is not directly involved with these activities; however, through consultation with the Fayetteville Housing Authority and access to their 5-year plan we are aware of activities designed to increase resident involvement. Hillcrest Tower (elderly and disabled) has an active Resident Council that meets regularly. CDBG staff does periodic presentations to this council to provide information about programs we provide and to give residents an opportunity to share information/thoughts/needs with us. The three family complexes (Willow Heights, Lewis Plaza and Morgan Manor) are implementing neighborhood watch programs in cooperation with the Fayetteville Police Department which will increase resident involvement in keeping their complexes safe.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Fayetteville Housing Authority is not designated as troubled.

Discussion

The Fayetteville Housing Authority is an important component of meeting the housing needs of Fayetteville. The City of Fayetteville will continue to support and work with the Fayetteville Housing Authority.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City of Fayetteville recognizes the need for homeless and other special needs activities in our community. Participation in the NWA Continuum of Care, consultation/partnership with local service providers, and hosting/participation in community events keep us apprised of the needs in our community. The Subrecipient Grant Program and the provision of staff for the Hearth Program are the primary ways the City addresses homeless and other special needs activities.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City's involvement in the NWA Continuum of Care and ongoing consultation/partnership with local service providers is our primary method of reaching out to homeless persons and assessing their needs. Hosting and participating in community events is another method utilized to reach out. For example, our annual CDBG in the Park event is widely attended by homeless persons who in addition to receiving lunch have an opportunity to learn more about our programs and programs offered by other organizations/agencies in our community.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Subrecipient Grant Program which provides funds for public services and public facilities has been the primary method that the City has to address emergency and transitional housing needs in our community. The subrecipients included in this action plan do not specifically address emergency shelter and transitional housing needs.

We also address transitional housing through the provision of CDBG funded staff to provide oversight and case management for the City of Fayetteville Hearth Program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Subrecipient Grant Program which provides funds for public services and public facilities is one method that the City has to help homeless persons. This action plan does not include subrecipients that

specifically provide services to homeless persons. We will during the period of this action plan help homeless persons make the transition to permanent housing through the provision of CDBG funded staff to provide oversight and case management for the City of Fayetteville Hearth Program. In addition, the City partners with local service providers and participates in the NWA Continuum of Care to address the issues homeless persons face.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The Subrecipient Grant Program which provides funds for public services and public facilities is the primary method that the City has to help low-income individuals and families avoid homelessness. This action plan includes funding for the Yvonne Richardson Community Center to implement a program that will address LMI youth needs in our community. In addition, the City partners with local service providers and participates in the NWA Continuum of Care to address the issues those at risk of homelessness face.

Discussion

The City of Fayetteville through the processes described throughout the Con Plan strives to identify and provide support for those in our community who need it most. Funding levels do not allow all of the organizations/agencies that address homeless and special needs activities to receive support in a given year but we utilize the assessment tools available to us to determine the best projects to implement annually.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In February of 2016 an Analysis of Impediments to Fair Housing Choice (AI) was completed by J-Quad Planning Group, LLC for the City of Fayetteville. A public policy review was a component of the AI. The AI determined that the City of Fayetteville's land development codes and zoning regulations address affordable housing and offer the provision of making allowances through the code to allow the construction of a variety of types of housing including single family and multifamily housing. Regulations allow unrelated persons to reside in a single family structure and have adequate provisions for group homes and special needs populations.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The AI did not identify any public policy barriers to affordable housing.

Discussion:

Community Resources is cognizant of the importance of being aware of any proposed public policy changes that could create a barrier to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The areas listed below are explored in greater detail in other sections of the Con Plan, this section describes the actions planned to address the various areas.

Actions planned to address obstacles to meeting underserved needs

The City of Fayetteville will continue to consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community, identify obstacles to meeting underserved needs and provide assistance in addressing them.

Actions planned to foster and maintain affordable housing

Maintaining the affordable housing stock is a priority for the City of Fayetteville. This is accomplished through housing rehabilitation and repair to LMI owner-occupied homes. Emphasis is placed on bringing homes into compliance with State and City Codes, improving energy efficiency, alleviating deferred maintenance conditions, providing safety devices, and when needed addressing lead based paint issues.

Actions planned to reduce lead-based paint hazards

All housing rehabilitation and repair projects the City does adhere to lead based paint regulations. Lead based paint testing is done as required, determined by the age of the home and type/cost of work being performed. When lead based paint is found lead based paint hazards are remediated as appropriate according to the LBP regulations. In all rehabilitation projects, lead safe work practices are used at all times when lead is present.

Actions planned to reduce the number of poverty-level families

The City of Fayetteville partners with local agencies and participates in the NWA Continuum of Care in local efforts to develop goals, programs and policies for reducing the number of poverty-level families.

The City of Fayetteville anticipates allocating CDBG funds to activities that will assist poverty level families in Fayetteville. Specific activities will be identified in each year's Action Plan. Examples of activities we have funded that assist poverty level families include the City's transportation program for LMI individuals and public service activities that support mentoring, after school, and summer programs for LMI children.

Actions planned to develop institutional structure

The Community Resources Division (CR) of the City of Fayetteville oversees the CDBG programming for our community. CR administers the internal housing, redevelopment and transportation programs that are funded through CDBG. CR also administers and monitors the CDBG funds allocated to public services and public facilities in our community. We ensure that internal and external programs follow HUD guidelines and benefit the LMI population.

The City has not identified any gaps in the institutional delivery system.

The City of Fayetteville will continue to consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community and provide assistance in addressing them. The Subrecipient Grant Program will remain the primary way that we will provide assistance to organizations/agencies in the community that benefit LMI Fayetteville residents.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Fayetteville will continue to consult with local organizations/agencies, seek public input, and participate in the NWA Continuum of Care to stay aware of the needs of the community and provide assistance in addressing them.

Discussion:

The City recognizes the importance of combining the information available from others in our community with the information we have internally to develop actions that will benefit Fayetteville.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0419

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DONATIONS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$7,147.00 REPRESENTING DONATIONS TO THE COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RECEIVED FROM A HOUSING LIEN PAYOFF AND THE SALE OF CDBG-PURCHASED KITCHEN EQUIPMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of \$7,147.00 representing donations to the Community Resources Division and Community Development Block Grant Program income received from a housing lien payoff and the sale of CDBG-purchased kitchen equipment.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby expresses its sincere appreciation for the donations from citizens and local businesses.

City of Fayetteville Staff Review Form

2017-0419

Legistar File ID

8/15/2017

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

Yolanda Fields

7/28/2017

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment to recognize and budget outreach donations in the amount of \$1,805 and CDBG program income totaling \$5,342.

Budget Impact:

See Below

2180 - CDBG

Account Number

Fund

See Below

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 7,147.00

Remaining Budget \$ 7,147.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: 2180.642.4945.5390.01 32003.1 \$1,805
2180.642.4940.5315.00 \$5,342



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Yolanda Fields, Community Resources Director
DATE: July 28, 2017
SUBJECT: Approval of Budget Adjustment for the Community Resources Division

RECOMMENDATION:

Staff recommends approval of a budget adjustment to recognize and budget outreach donations in the amount of \$1,805 and CDBG program income totaling \$5,342.

BACKGROUND:

Community Resources would like to recognize program income from SNAP reimbursement funds, a lien payoff, and the sale of kitchen equipment. Community Resources would also like to recognize donations from citizens and local businesses.

DISCUSSION:

Rehabilitation lien payment for 1747 N. Oakland Ave. totaling 3,737.58 and \$1,604 in program income from the sale of CDBG-purchased kitchen equipment at 818 N Sang Ave. The total PI being recognized is \$5,342.

The total donations being recognized is \$1,805.

BUDGET/STAFF IMPACT:

Increase Housing Contract Services by \$5,342
Increase Community Outreach Projects by \$1,805

Attachments:

Budget Adjustment

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

Budget Year 2017	Division /Org2 COMMUNITY RESOURCES (642) Requestor: Cherrell Lee	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a Budget Adjustment recognizing donations in the amount of \$1,805 (\$458 from FY 2016 / \$1,347 from FY 2017) and CDBG program income totaling \$5,342 (\$1,000 from FY 2016 / \$4,342 from FY 2017).

RESOLUTION/ORDINANCE	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0419
	<i>Barbara Fell</i> 7/28/2017 2:56 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		7,147	7,147				v.20170707
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
2180.642.4930-4999.99	-	1,458			RE	Use Fund Balance - Current	
2180.642.4945-4809.00		1,347	32003	1	RE	Donations - Donations	
2180.642.4945-4910.00	-	4,342			RE	CDBG Program Income - CDBG Program Ir	
2180.642.4945-5390.01	1,805	-	32003	1	EX	CDBG Projects - Community Outreach Pro	
2180.642.4940-5315.00	5,342	-			EX	Contract Services - :	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0420

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

BID #17-40 WWJD, INC.:

A RESOLUTION TO AWARD BID #17-40 AND AUTHORIZE A ONE YEAR CONTRACT WITH WWJD, INC. D/B/A BBB SEPTIC AND PORTABLE TOILETS WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN AMOUNT NOT TO EXCEED \$10.00 PER 100 GALLONS FOR LEACHATE HAULING FROM THE FORMER C&L LANDFILL, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-40 and authorizes Mayor Jordan to sign a one year contract with WWJD, Inc. d/b/a BBB Septic and Portable Toilets with automatic renewals for up to four additional one year terms in an amount not to exceed \$10.00 per 100 gallons for leachate hauling from the former C&L Landfill.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0420

Legistar File ID

8/15/2017

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

Brian Pugh

7/26/2017

RECYCLING/TRASH COLLECTION (750)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve contract for Bid 17-40 with WWJD, Inc. DBA BBB Septic & Portable Toilets in an amount not to exceed \$10.00 per 100 gallons for leachate hauling from the former C & L Landfill and approve a budget adjustment. The contract shall be effective from one year of the date of signed contract with an automatic renewal of the contract for four (4) additional one (1) year terms.

Budget Impact:

5500.750.5000-5315.00

Recycling and Trash Collections

Account Number

Fund

51701.1

C & L Landfill Leachate Hauling

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 14,140.00

Funds Obligated \$ 1,869.31

Current Balance \$ 12,270.69

Does item have a cost? Yes

Item Cost \$ 30,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 30,000.00

Remaining Budget \$ 12,270.69

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Jeff Coles, Recycling and Trash Collection Director

FROM: Kyle McCarty, Recycling and Trash Collection Operations Manager

DATE: July 26, 2017

SUBJECT: Approve contract for Bid 17-40 with WWJD, Inc. DAB BBB Septic and Portable Toilets in an amount not to exceed \$10.00 per 100 gallons for the hauling of leachate from the former C & L Landfill and approve a budget adjustment. The contract shall be effective from one year of the date of signed contract with an automatic renewal of the contract for four (4) additional one (1) year terms.

RECOMMENDATION:

Approve contract for Bid 17-40 with WWJD, Inc. DAB BBB Septic and Portable Toilets in an amount not to exceed \$10.00 per 100 gallons for the hauling of leachate from the former C & L Landfill and approve a budget adjustment. The contract shall be effective from one year of the date of signed contract with an automatic renewal of the contract for four (4) additional one (1) year terms.

BACKGROUND:

The City of Fayetteville applied for Post Closure Trust Funds from the Arkansas Department of Environmental Quality to remediate the old C & L Landfill which operated from 1972 to 1976 and is located at what is now the Kessler Regional Park. As part of the closure project, leachate tanks were installed to capture water coming off the old landfill site in order to be in environmental compliance. The City of Fayetteville is now responsible for managing the tanks which includes removal and hauling of the leachate from the site to the sanitary sewer system.

DISCUSSION:

The leachate extraction system consists of two (2) 21,000 gallon mobile steel storage tanks (frac tanks) to collect seep water, which are interconnected at the bottom to allow them to fill simultaneously. The leachate flow has been estimated at approximately 900 gallons per day, but seasonal or weekly flow rates increase with rainfall events, and decrease during long periods without rain.

Year	Gallons Hauled	Highest Month	Lowest Month
2014	238,500	24,000	9,000
2015	391,500	72,000	9,000
2016	183,000	22,500	3,000

BUDGET/STAFF IMPACT:

The Recycling and Trash Collection Division has been tasked with funding this contract so \$30,000 is being requested out of Use of Fund Balance for 2017. The annual contract will be moved to the operating budget in 2018 and beyond. The GL for future years will be 5500.750.5000-5315.00.

Attachments:

Contract with WWJD, Inc. dba BBB Septic & Portable
Bid 17-40, Leachate Hauling
Discharge Approval letter to BBB Septic
Bid 17-40, Addendum 1
Budget Adjustment - 5

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas, and WWJD, Inc. dba BBB Septic & Portable Toilets. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. WWJD, Inc. dba BBB Septic & Portable Toilets at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 17-40 as stated in WWJD, Inc. dba BBB Septic & Portable Toilets bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 17-40, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay WWJD, Inc. dba BBB Septic & Portable Toilets based on their bid proposal in an amount not to exceed \$10.00 per 100 gallons. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and WWJD, Inc. dba BBB Septic & Portable Toilets consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 17-40 with the specifications and conditions typed thereon.
 - B. WWJD, Inc. dba BBB Septic & Portable Toilets bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and WWJD, Inc. dba BBB Septic & Portable Toilets and may be modified only by a duly executed written instrument signed by the City of Fayetteville and WWJD, Inc. dba BBB Septic & Portable Toilets.
5. WWJD, Inc. dba BBB Septic & Portable Toilets shall not assign its duties under the terms of this agreement.
6. WWJD, Inc. dba BBB Septic & Portable Toilets agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from WWJD, Inc. dba BBB Septic & Portable Toilets performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. WWJD, Inc. dba BBB Septic & Portable Toilets shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, WWJD, Inc. dba BBB Septic & Portable Toilets shall provide and shall cause each Subcontractor to provide adequate employer's liability

insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by WWJD, Inc. dba BBB Septic & Portable Toilets.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$250,000 for each person
\$500,000 aggregate

Property Damage Liability

\$100,000 aggregate.

Environmental Pollution:

\$1,000,000 per occurrence

8. WWJD, Inc. dba BBB Septic & Portable Toilets shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or WWJD, Inc. dba BBB Septic & Portable Toilets with 30 calendar days written notice.
10. This contract shall be effective from one year of the date of signed contract. The City reserves the right to automatically renew the contract for four (4) additional one (1) year terms. Renewals shall be automatic unless either WWJD, Inc. dba BBB Septic & Portable Toilets or the City notifies the other of its intent to terminate the contract at the end of the contract period.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

CONTRACTOR NAME:

CITY OF FAYETTEVILLE, ARKANSAS

WWJD, Inc. dba BBB Septic & Portable Toilets

By: _____

Signature

By: _____

LIONELD JORDAN, Mayor

Jon Jouvenaux, PRES.

Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

David A. Davis

Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address

P.O. Box 1271

Bentonville, AR 72712

City, State & Zip Code

Date Signed: 7-20-2017

Date Signed: _____



CITY OF
FAYETTEVILLE
ARKANSAS

Leachate Hauling

Bid No. 17-40
Official Bid Tabulation

Bid No. 17-40
Date: 06.29.2017
Time: 2:00 PM

Lionel Jordan, Mayor

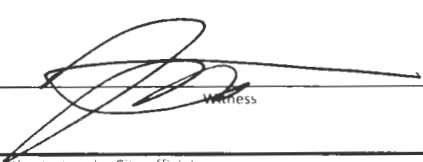
Number of Addendums: 0

Item	Description	Est. Qty.	Arkansas Portable Toilets, Inc		BBB Septic Service	
			Price Per 100 Gallons	Extended Price	Price Per 100 Gallons	Extended Price
1	Leachate Hauling per 100 gallons (quantity is an estimate per year based on 900 gallons per day. Seasonal or weekly flow rates increase/decrease based on rainfall) Note: Price shall include hauling, fuel, insurance, bonding, etc.	3000 (Qty based on estimated annual amount of 300,000 gallons)	\$ 27.00	\$ 81,000.00	\$ 10.00	\$ 30,000.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

7/05/2017

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



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-40, Leachate Hauling

DEADLINE: Thursday June 29, 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 June 09, 2017

INVITATION TO BID Bid 17-40, Leachate Hauling

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

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
Bid 17-40, Leachate Hauling
Advertisement

City of Fayetteville, AR
Invitation to Bid
Bid 17-40, Leachate Hauling

The City of Fayetteville is accepting bids from properly licensed professionals for leachate hauling services. Any questions concerning the bidding process should be addressed to Les McGaugh, City of Fayetteville Purchasing Agent, at lmcgaugh@fayetteville-ar.gov or by calling (479)575-8220.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by **Thursday June 29, 2017 before 2:00 PM.** All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

A \$25,000.00 performance bond is required after contract award.

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh, City Purchasing Agent
Ad Dates: 06/09/17

City of Fayetteville
Bid 17-40, Leachate Hauling
Bid Form

DATE REQUIRED: Delivery as released from City Staff

DESCRIPTION		EST QTY		PRICE PER 100 gallons		EXTENDED PRICE
1	Leachate Hauling per 100 gallons (quantity is an estimate per year based on 900 gallons per day. Seasonal or weekly flow rates increase/decrease based on rainfall) Note: Price shall include hauling, fuel, insurance, bonding, etc.	3,000 (QTY based on estimated annual amount of 300,000 gallons)	X	\$ _____ Price per 100 Gallons	=	\$ _____

NAME OF FIRM:

THIS BID FORM CONTINUES ON THE NEXT PAGE

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 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: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____

CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

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 shall not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents **prior** to opening time and date listed on the bid form.
- e. Bidders must have experience in providing products and/or services of the same or similar nature. **Failure to provide materials bid will subject bidder to disqualification for the remainder of the calendar year. Failure to deliver poor or inadequate services, on a consistent basis or more than three (3) times in a calendar year will subject bidder to disqualification for the remainder of the calendar year.**
- 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 **prior to** the deadline 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.
- i. All items and services bid shall meet Arkansas Highway Department Specifications for this bid.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

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

4. **RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:**

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract With The City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

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

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. **PROVISION FOR OTHER AGENCIES:**

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

11. **COLLUSION:**

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

12. **RIGHT TO AUDIT, FOIA, AND JURISDICITON:**

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. **CITY INDEMNIFICATION:**

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

14. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. **ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:**

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. **PAYMENTS AND INVOICING:**

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. **CANCELLATION:**

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. **ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:**

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. **NON-EXCLUSIVE CONTRACT:**

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. **LOBBYING:**

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. **ADDITIONAL REQUIREMENTS:**

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. **ADD OR DELETE LOCATIONS OR SERVICES:**

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. **INTEGRITY OF BID DOCUMENTS:**

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

25. **CERTIFICATE OF INSURANCE:**

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

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person \$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate.
Environmental Pollution:	\$1,000,000 per occurrence

26. **OTHER GENERAL CONDITIONS:**

- a. Bidder is presumed to be familiar with all federal, state, and City laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all

bidders after the submission deadline.

- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. **NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same.

If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
 - a. Date and time material was hauled and delivered
 - b. Amount of gallons delivered per trip
 - c. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
28. **PERFORMANCE BONDS:** Contractor shall furnish a surety performance bond, in the amount of \$25,000 within 10 (ten) calendar days of contract award. Bond premiums shall be the responsibility of the bidder and shall be included with bid.
29. **ATTACHMENTS TO BID DOCUMENTS:**
 - a. Appendix A – Discharge Authorization – Former C&L Landfill Phase 1
 - b. Picture A – Leachate frac tanks
 - c. Picture B – Discharge Location

City of Fayetteville
Bid 17-40, Leachate Hauling
Scope and Specifications

OVERVIEW:

The City of Fayetteville Arkansas is requesting bids for the pumping, transportation and disposal of landfill leachate on a per 100 gallon basis from the closed C & L Landfill, located at 2600 W. Judge Cummins Road, Fayetteville, AR 72701. Landfill access is through Kessler Mountain Regional Park. Estimates based on the past three years show approximately 300,000 gallons of leachate per year are produced from the leachate collection system. The prospective bidders are requested to provide a bid for pumping, transport and final disposal of leachate as defined on the Bid Form. The requirement is to dispose of this leachate by hauling it off site as a liquid and discharging it into the public sewer system at the City Compost Facility, located at 1525 S. happy Hollow Rd. This is the designated discharge location for this project, and any other discharge locations must be approved by the City of Fayetteville Utilities Director. Discharges made at the designated location are at no additional fee to the bidder.

BACKGROUND:

The leachate extraction system consists of two (2) 21,000 gallon mobile steel storage tanks (frac tanks) to collect seep water, which are interconnected at the bottom to allow them to fill simultaneously. The leachate flow has been estimated at approximately 900 gallons per day, but seasonal or weekly flow rates increase with rainfall events, and decrease during long periods without rain.

Year	Gallons Hauled	Highest Month	Lowest Month
2014	238,500	24,000	9,000
2015	391,500	72,000	9,000
2016	183,000	22,500	3,000

BID REQUIREMENTS AND SCOPE OF WORK:

1. All bidders shall have experience in hauling leachate and shall provide references for similar contracts within the past three (3) years. Bidders shall have been in business a minimum of three (3) years and shall be registered and in good standing with the Arkansas Secretary of State.
2. The Bidder shall provide transport vehicle(s) to haul leachate from the collection site to the designated City of Fayetteville discharge location.
3. The Bidder shall provide proof that all vehicles are registered, insured and meet all other D.O.T. requirements. ***Proof of this shall be submitted with the Bid package.***
4. The Bidder shall provide documented evidence of the tank capacity (in gallons) of the transport vehicles to be used at time of bid.
5. Bidder shall have the following insurance in force and effect at all times throughout the contract. Insurance shall be effective and provided within 10 calendar days of contract award:

- a. \$1,000,000 per occurrence pollution/environmental damage insurance coverage
 - b. Worker's Compensation as required by statutory requirements
 - c. Commercial Automobile coverage with amounts consistent with industry standards
6. The bidder shall be solely liable for any damages, or claim thereof resulting from the bidder's conduct in loading, transporting or unloading leachate, and agrees to fully indemnify the City from any such claims.
7. The bidder shall have access to the discharge site through the Transportation Division Site at 1525 S. Happy Hollow Dr., Monday –Friday, 7:00 A.M. – 5:00 P.M. (Picture B)
8. Bidder will have access through two locked gates at the pickup location at 2600 W. Judge Cummins Road, Fayetteville, AR 72701 (Picture A)
9. The bidder shall have approved gauges or meters (site glasses or manometers, etc.) on the hauling equipment to be used for easy verification of the amount of each load by the attendant at the disposal site.
10. The bidder shall maintain a liquid level in the leachate storage tank as low as possible to comply with the storage capacity requirement, as well as the zero discharge limitations in effect for the storage tank.
11. In case of emergency, the bidder shall respond and be on-site to haul within four (4) hours of being contacted by the City.
12. The bidder shall notify the City Project Manager Byron Humphry, at 479-575-8368, if the liquid level in the storage tank exceeds the freeboard of the tank, based upon the gauge readings of the tank contents.
13. The bidder shall provide equipment suitable to the City for performing the work.
14. The bidder's hauling equipment shall have adequate capacity to transport the volumes required. The bidder, along with the City will verify and document the actual capacity of the equipment used to haul leachate.
15. For any future meters or totalizer instruments installed, the bidder shall maintain and submit all records reflecting any volumes of liquids removed from the tank.
16. Any and all drivers hauling leachate under this contract are required to have and maintain a Commercial Driver's License (CDL) with Tank Vehicle Endorsement. A copy of the current license of all drivers must be submitted before issuance of this contract. Upon expiration of any licenses, renewed licenses shall be submitted. Any new, substitute of temporary drivers shall submit their licenses before hauling under this contract.
17. Upon request, the bidder shall provide proof of vehicle license, insurance and registration. Failure to provide this information will result in an immediate cease of all hauling until the required documents are provided.

18. Within 30 calendar days of the issuance of this contract, any and all trucks used to haul leachate under this contract may be required to submit to a safety inspection. Any means of leachate transport utilized for this contract are required to meet and maintain the safety requirements regulated within the State of Arkansas.
19. All trucks are subject to random inspections, any violations found must be immediately remedied before any hauling resumes. Continued violations may result in cancellation of this contract.
20. Vendor Default: The following shall be considered a vendor default under this Contract.
 - a. Failure to provide Contract Items in accordance with the requirements contained herein.
 - b. Failure to comply with other specifications and requirements contained herein.
 - c. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - d. Failure to remedy deficient performance upon request.
 - e. Any other action on behalf of the bidder which results in poor or unacceptable performance to the City.
21. The bidder shall not sub-contract these services without advanced permission and authorization from the City.
22. Bid pricing shall be received on a per 100 gallon rate and shall be all inclusive of items necessary (fuel, insurance, wages, vehicle, vehicle maintenance, etc.) to perform the work described herein. Bidders shall complete the provided bid form in its entirety as failure to do so may result in bid rejection.
23. Vendor shall check leachate in the frac tanks on a regular basis and during or after rain events as necessary. Leachate levels in the tanks shall remain below 3.5 feet from the top. It is estimated that 3,000 to 4,500 gallons will need to be removed from the frac tanks each week. If leachate flow increases with rainfall events, additional loads will be required.
24. This bid is for leachate hauling services for the City of Fayetteville and **shall be awarded to a single vendor.**
25. The City reserves the right to reject any bid at any time in the event of continued or excessive service or contract requirement issues, quality of delivered materials, etc.
26. Bidders shall hold pricing firm for one calendar year from date of approval from the Fayetteville City Council.
27. The City reserves the right to renew this bid for four (4) additional one (1) year terms.
28. The City will consider price increases upon written request from the vendor after the first year of the contract has been completed. Price increases shall not be allowed during the first calendar year. Price increase requests will be considered if **all of** following conditions apply. The City reserves the right to accept or reject any price request increase. The City of Fayetteville reserves the right to re-bid services

at any time.

- a. Request is on the same unit terms as bid (price per 100 gallons)
- b. Request is received in writing to the City at least thirty (30) days prior to increase request date
- c. Justification for price increase is reasonable
- d. Price request for increase is strictly off of the rising costs of fuel only
- e. Justification for price increase is presented with documentation referencing an increase in the following conditions
 1. Consumer Price Index (CPI-U)
 2. Base payment per 100 gallons
 3. Request for increase per gallons shall be directly proportional to the percent change in the CPI index between May 2017 and the most recent available index.
 4. Frequency of adjustment shall be no more than bi-annually
 5. Transportation expenditure category, sub-category for Gasoline for all types
 6. Price increase requests shall reference CPI and be relative to the base payment by the percent change in the level of the CPI between the reference period and subsequent period.
 7. The calculation shall be requested by first determining the index point change between the two periods and then determining the percent change.
 8. The following example illustrates the computation of a percent change:
- f.

CPI for current period	232.945
Less CPI for previous period	229.815
Equals index point change	3.130
Divided by previous period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

29. Discharge to the Fayetteville sanitary sewer shall be limited to Monday through Friday, from 7 a.m. to 5 p.m. No leachate can be discharged on holidays.
30. **PERFORMANCE BONDS:** Contractor shall furnish a surety performance bond, in the amount of \$25,000 within 10 (ten) calendar days of contract award. Bond premiums shall be the responsibility of the bidder and shall be included with bid.
31. Failure of the contractor to properly haul leachate shall subject the City to filing a claim against the performance and payment bond.
32. All hauling shall be in accordance with the discharge permit authorized to the City from ADEQ. This is attached as Appendix A.
33. Safety Procedures: In the course of conducting activities pursuant to this bid, the Bidder shall develop and implement safety, health and emergency response programs and plans for activities which involve employee exposure or the reasonable possibility of employee exposure to safety and health hazards. Leachate can contain materials harmful to human health and the environment. Safety procedures shall be adhered to in order to maintain a safe working environment. Bidder shall have appropriate training and experience with hauling similar liquids. Bidder is responsible for the health and safety of its

employees and agents.

34. The Bidder shall be responsible for opening valves, starting the pump, monitoring the level of liquid in the truck, manually stopping the pump, and closing valves. The Bidder shall notify the City immediately if any maintenance, mechanical, and/or operational problems occur during the pumping of leachate (e.g. – frozen pipes, electrical problems, site access issues, pump failure, etc.)
35. The following proper documentation shall be provided with each haul and disposal trip. Information shall be provided prior to payment being made by the City and shall be presented with invoice:
 - a. Dates and times of discharge
 - b. Gallons discharged
 - c. Description of the leachate
 - d. Location of the discharge
 - e. Signature of the person discharging the leachate shall be recorded.



March 30, 2017

Ms. Annette Cusher, P.E.
Arkansas Dept. of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118

Re: Temporary Discharge Authorization – Former C&L Landfill Phase 1

Ms. Cusher,

This letter authorizes Arkansas Department of Environmental Quality (ADEQ) to discharge up to 20,000 (twenty thousand) gallons per day of seep water to the Fayetteville sanitary sewer system from the C&L Landfill Site in southwest Fayetteville, Arkansas, at the base of Kessler Mountain.

Based on information Clark McWilliams of ADEQ and Claire Barnett of EnSafe Inc. provided, the water described above can be discharged into the Fayetteville sanitary sewer system in accordance with Fayetteville Code of Ordinances, Title V, Chapter 51, Article III, Discharge and Pretreatment Regulations with the following restrictions:

Authorization

- This is authorization for a temporary discharge. Authorization for this specific discharge is effective April 1, 2017 at 6:00 a.m. and expires at 6:00 p.m. September 30, 2017.

Location

- The water shall be discharged to the vault just inside the Armstrong Avenue gates of the City Compost Facility, 1708 S. Armstrong Avenue, Fayetteville, Arkansas. Arrangements for access to the discharge location will be coordinated with the City of Fayetteville Recycling and Trash Collection Division.

Sample Collection

- Sample collection and analysis will be on request at the discretion of the City of Fayetteville Utilities Director. All sample collection, preservation, and analysis must be conducted in accordance with 40 CFR 136 by an Arkansas Department of Environmental Quality certified laboratory.

Discharge:

- The discharge plan is to discharge up to 20,000 gallons per day of seep water to the Fayetteville sanitary sewer system.
- Discharge shall be limited to Monday through Friday, from 6 a.m. to 6 p.m.
- If there is a spill, or accidental discharge, contact the Water Resource Recovery Facility immediately at 479-443-3292.
- If the date(s) of discharge change from the discharge plan described in this authorization, notify the Industrial Pretreatment Coordinator or her representative at 479-443-3292.

- Dates and times of discharge, gallons discharged, a description of the wastewater, location of the discharge, and the signature of the person discharging the wastewater shall be recorded.
- A pH less than 5.0 or more than 12.4 is prohibited and shall not be discharged to the Fayetteville sanitary sewer system.
- Emergency site contacts for this discharge will be Claire Barnett of EnSafe, Inc., cell 901-634-4554, land line 901-973-4425, cbarnett@ensafe.com, or Annette Cusher, ADEQ, 501-682-00841, cusher@adeq.state.ar.us

Reporting

- Submit copies of laboratory analysis reports if they have not already been submitted. These may be transmitted via email to Denise.Georgiou@ch2m.com
- No later than the 15th of each month, submit the following to Denise.Georgiou@ch2m.com for the previous month's activities: discharge documentation described in the *Discharge* section above, laboratory reports (or details of how & when they were submitted, e.g. date of email transmission), a statement of compliance, and a description of any non-compliance or other issues related to the discharge. The submittal must include the following signed statement, "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- If no discharge occurs, reports must be submitted stating there was no discharge and why, and must include the certification statement in this section.

Standard Conditions

- The City reserves the right to require Arkansas Department of Environmental Quality to halt the discharge at any time if conditions change at the Water Resource Recovery Facility or in the collection system or for other good cause.
- All discharges must be in accordance with the City of Fayetteville Code of Ordinances and State and federal regulations. The discharger is responsible for violations regardless of this authorization.
- The Control Authority reserves the right to suspend or terminate this authorization to discharge at any time.

Please contact Industrial Pretreatment Coordinator Denise Georgiou at (479) 443-3292 or Denise.Georgiou@ch2m.com if you have any questions.

Sincerely,
City of Fayetteville



Tim Nyander
Utilities Director

Picture A

[Click to move around](#)

← Gate Here

← Gate Here



Picture B





July 26, 2017

Mr. Dave Davis
BBB Septic
PO Box 1271
Bentonville, AR 72712

Dear Mr. Davis,

This letter authorizes BBB Septic to discharge leachate water to the Fayetteville sanitary sewer system from the former C&L Landfill Site, southwest of Fayetteville, Arkansas, at the base of Kessler Mountain.

The water described above can be discharged into the Fayetteville sanitary sewer system in accordance with Fayetteville Code of Ordinances, Title V, Chapter 51, Article III, Discharge and Pretreatment Regulations with the following restrictions:

Authorization

- This is authorization for discharge during the length of BBB Septic's hauling contract with the City of Fayetteville

Location

- The water shall be discharged to the vault just inside the Armstrong Avenue gates of the City Compost Facility, 1708 S. Armstrong Avenue, Fayetteville, Arkansas. Arrangements for access to the discharge location will be coordinated with the City of Fayetteville Recycling and Trash Collection Division.

Sample Collection

- Sample collection and analysis will be performed by the City of Fayetteville at the discretion of the Utilities Director. All sample collection, preservation, and analysis must be conducted in accordance with 40 CFR 136 by an Arkansas Department of Environmental Quality certified laboratory.

Discharge:

- If there is a spill, or accidental discharge, contact the wastewater treatment plant immediately at 479-443-3292.
- The discharge plan is to discharge no more than 20,000 gallons per day of leachate water to the Fayetteville sanitary sewer system.
- Discharge shall be limited to Monday through Friday, from 6 a.m. to 6 p.m.
- Dates and times of discharge, gallons discharged, a description of the wastewater, location of the discharge, and the signature of the person discharging the wastewater shall be recorded.

Reporting

- No later than the 15th of each month, submit the following to Denise.Georgiou@ch2m.com for the previous month's activities: discharge documentation described in the *Discharge* section above, laboratory reports (or details of how & when they were submitted, e.g. date of email transmission), a statement of compliance, and a description of any non-compliance or other issues related to the discharge. The submittal must include the following signed statement, "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
- If no discharge occurs, reports must be submitted stating there was no discharge and why, and must include the certification statement in this section.

Standard Conditions

- The City reserves the right to require BBB Septic to halt the discharge at any time if conditions at the wastewater treatment plant or in the collection system change or for other good cause.
- All discharges must be in accordance with the City of Fayetteville Code of Ordinances and State and federal regulations. The discharger is responsible for violations regardless of this authorization.
- The Control Authority reserves the right to suspend or terminate this authorization to discharge at any time.
- Please contact Industrial Pretreatment Coordinator Denise Georgiou at (479) 443-3292 or Denise.Georgiou@ch2m.com if you have any questions.

Sincerely,
City of Fayetteville



Tim Nyander
Utilities Director

Bid 17-40, Addendum 1



Date: Wednesday June 28, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-40, Leachate Hauling

CITY OF
FAYETTEVILLE
ARKANSAS

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Amendment to Line 16 of Page 15 of the Bid Document:
 - a. Drivers shall be licensed appropriately for the truck they are driving. Drivers shall have a CDL for all trucks requiring a CDL. All drivers shall have passed a DOT physical.

Budget Year	Division	Adjustment Number
2017	RECYCLING/TRASH COLLECTION (750)	
	Requestor: Brian Pugh	

\$30,000 in funds are requested in contract services for leachate hauling from the former C & L Landfill. This is for Bid 17-40 with BBB Septic and Portable Toilets. The contract shall be effective from one year of the date of signed contract with an automatic renewal of the contract for four (4) additional one (1) year terms, requested funds will adjust fund balance to cover the remainder of the year.

	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0420
	<i>Barbara Fell</i> 8/2/2017 9:24 AM	
	Budget Director	Date
	TYPE:	
DESCRIPTION:		
GLDATE:		
POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0414

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

DESTRUCTION OF CERTAIN RECORDS:

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED AFFIDAVIT PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

WHEREAS, the Arkansas Code establishes the amount of time that the City is required to maintain accounting, court and other records and also provides a procedure for the destruction of records not required to be maintained permanently if the records to be destroyed have been microfilmed or scanned into the City's server or have been maintained for the amount of time required by state law.

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 authorizes the Fayetteville City Clerk-Treasurer's Office to destroy the paper copies of certain accounting and other City records identified in the affidavit attached to this Resolution pursuant to the Arkansas Code relating to the maintenance and destruction of records.

City of Fayetteville Staff Review Form

2017-0414

Legistar File ID

8/15/2017

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

Gina Roberts

7/24/2017

CITY CLERK (051)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION AUTHORIZING ADVANCED INFORMATION MANAGEMENT (AIM) TO DESTROY CITY RECORDS. THE RECORDS HAVE BEEN MOCROFILMED, SCANNED OR HAVE BEEN MAINTANINED FOR THE REQUIRED LENGTH OF TIME.

Budget Impact:

1010.051.1510-5315.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,645.82

Funds Obligated \$ -

Current Balance \$ 1,645.82

Does item have a cost? Yes

Item Cost \$ 1,200.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 445.82

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF AUGUST 15, 2017

TO: Mayor and City Council
THRU: Sondra E. Smith
FROM: Gina Roberts, Document Manager
DATE: July 24, 2017
SUBJECT: **Advanced Information Management (AIM), Destruction of Records**

RECOMMENDATION:

Staff recommends the destruction of records. All records recommended for destruction have been microfilmed or scanned and maintained for the required length of time. Attached is a listing of records that are ready for destruction.

Attachments:

List of documents to be destroyed

DOCUMENTS TO BE SHRED WITH CITY COUNCIL APPROVAL

BOX #	DOCUMENT	DEPARTMENT	MICRO FILMED	HELD FOR NUMBER	Box Ct.	pg 1 of 5
			OR	OF YEAR		
1	1987 Terminated Employees A-Z	HR	M		2	
2	Internal Auditor 1995-99 #531-671	Auditor	M		1	
	Internal Auditor 1994-97 94 Outdoor Grant, AIP 11, 17, 18, 19 & PFC Collection					
3	1997	Auditor	M		1	
	Internal Auditor 1998 PFC Collections 92-96					
4	DLEP Grant & 91-96 CDBG Files	Auditor	M		1	
	Intern Jerry Coopers Files 1988-93 Lake					
5	Fayetteville Water Transmission	Budget	M		1	
6	Budget Workpapers 1987-98 #01-004	Budget	M		2	
	Budget Workpapers Copies 1995-1997					
7	#001-007	Budget		H	2	
8	2015 Manual Journal Entries Jan-Mar	Accounting	S		1	
9	2004 BCBS, Vision, Delta Dental Billing	HR	S		1	
	HMR & Supplemental Beverage 12-2012					
10	thru 11-2013 Box 1 of 2	Accounting	S		1	
11	HMR Tax Forms & Hotels K Box 2 of 2	Accounting	S		1	
12	Cashiers Balance Reports 2011 thru 2014	Accounting	S		1	
13	2015 Manual Journal Entries Jul- Oct	Accounting	S		1	
14	2015 Manual Journal Entries Apr-Jul	Accounting	S		1	
15	2015 Manual Journal Entries Nov-Dec	Accounting	S		1	
16	2016 A/P P-Card Back-up March	Accounting	S		1	
17	2016 A/P P-Card Back-up Febuary	Accounting	S		1	
	Building Safety Street Files 2012-2014 K-Z					
18	Box 2 of 2	Building Safety	S		1	
19	2002 Payroll Register #1-6	Accounting	S		1	
20	2002 Payroll Register #7-11	Accounting	S		1	
21	2003 Vendor Files Box 18 M-N	Accounting	S		1	
22	2003 Vendor Files Box 15 K-L	Accounting	S		1	
23	1970-2002 City Board & Commission Files	City Clerk	S		1	
24	2015 Travel & Training File A-M	Accounting	S		1	
25	2015 Travel & Training File N-Z	Accounting	S		1	
26	2005 Payroll Time Sheets #10-16	Accounting	S		1	
	2004 Payroll Time Sheets #24-26 Scanned					
	& Bus Off. Penalty Reg Jan 2006 cy1-4, 7 &					
27	9 Held	Acc/Bus Off	S	H	1	
28	2003 Vendor Files Box 11 F-G	Accounting	S		1	
29	2013-2014 Cus Applications	Bus Office	S		1	
30	2006 A/P P-Cards December Box 8 of 8	Accounting	S		1	

BOX #	DOCUMENT	DEPARTMENT	MICRO	HELD FOR	Box Ct.	pg 2 of 5
			FILMED	NUMBER		
			OR	OF YEAR		
31	2006 A/P P-Cards Oct-Dec Box 7 of 8	Accounting	S		1	
32	2016 Vehicle Inspection	Transportation	S		1	
33	2015 A/R Paid Invoices D-D	Accounting	S		1	
34	2005 Payroll Time Sheets #17-22	Accounting	S		1	
35	2005 Payroll Time Sheets #1-9	Accounting	S		1	
36	2015 A/R Paid Invoices T-Z	Accounting	S		1	
37	2005 Payroll Registers #23-26	Accounting	S		1	
38	2015 A/R Paid Invoices P-S	Accounting	S		1	
39	2002 Payroll Register #12-13	Accounting	S		1	
40	2003 Vendor Files H-I Box 13	Accounting	S		1	
41	2003 Vendor Files G-H Box 12	Accounting	S		1	
42	2012 to 2016 Building Safety Street Files A-J	Building Safety	S		1	
43	2015 A/R Paid Invoices L-O	Accounting	S		1	
44	2002 Payroll Clerks Terminated Employee Files	Accounting	S		1	
45	2014 Business Office Cus Applications	Bus Office	S		1	
46	2015 A/R Paid Invoices A-C	Accounting	S		1	
47	2013-2014 Business Office Cus Applications	Bus Office	S		1	
48	2014-2015 Business Office Cus Applications	Bus Office	S		1	
49	2006 A/P P-Cards Box 5 of 8	Accounting	S		1	
50	2015 Business Office Cus Applications	Bus Office	S		1	
51	2014-2015 Business Office Cus Applications	Bus Office	S		1	
52	2014 Business Office Cus Applications	Bus Office	S		1	
53	2004 Payroll Time Sheet #18-23	Accounting	S		1	
54	2008-2009 Check Register Summary	Accounting	S		1	
55	Hi-Lo Register 7-2006-11-2006	Bus Office		H	1	
56	Hi-Lo Register 3-2006 thru 8-2006	Bus Office		H	1	
57	Hi-Lo Register 2-2006 thru	Bus Office		H	1	
58	Hi-Lo Register 5-2006 thru 12-2006	Bus Office		H	1	
59	RFP, RFQ & Bids 2001-2002	Purchasing	S		1	
60	Manual Journal Entries Jan-Mar 2014	Accounting	S		1	
61	2015 A/P P-Cards January	Accounting	S		1	
62	2015 A/P P-Cards March	Accounting	S		1	
63	2014 Business Office Cus Applications	Bus Office	S		1	
64	2014 Business Office Cus Applications	Bus Office	S		1	
65	2015 A/P P-Card June	Accounting	S		1	
66	2015 A/P P-Card August	Accounting	S		1	
67	2015 A/P P-Card September	Accounting	S		1	
68	2015 A/P P-Card October	Accounting	S		1	
69	2014 Travel & Training A-L	Accounting	S		1	

			MICRO FILMED	HELD FOR NUMBER OF YEAR	Box Ct.	pg 3 of 5
DOCUMENT	DEPARTMENT	OR				
70 2014 Travel & Training Mc-Z	Accounting	S			1	
71 2014 Manual Journal Entries Oct thru Nov	Accounting	S			1	
72 2014 A/P P-Card December	Accounting	S			1	
73 2014 Manual Journal Entries July-Sept	Accounting	S			1	
74 2014 Business Office Cus Applications	Bus Office	S			1	
75 2016 Business Office Cus Application	Bus Office	S			1	
76 2016 Business Office Cus Application	Bus Office	S			1	
77 2016 Business Office Cus Application	Bus Office	S			1	
78 2016 Business Office Cus Application	Bus Office	S			1	
79 2016 Business Office Cus Application	Bus Office	S			1	
80 2016 Business Office Cus Application	Bus Office	S			1	
81 2014-2015 Business Office Cus Application	Bus Office	S			1	
82 2016 Business Office Cus Application	Bus Office	S			1	
83 2016 Business Office Cus Application	Bus Office	S			1	
84 2006 A/P P-Cards Sept-Oct Box 6 of 8	Accounting	S			1	
85 2014-2015 Business Office Cus Applications	Bus Office	S			1	
86 2013-2014 Business Office Cus Applications	Bus Office	S			1	
87 2015 A/P P-Cards November	Accounting	S			1	
88 2016 Business Office Cus Application	Bus Office	S			1	
89 2014-2015 Business Office Cus Applications	Bus Office	S			1	
90 2015 Business Office Cus Applications	Bus Office	S			1	
91 2015 Business Office Cus Applications	Bus Office	S			1	
92 2015 Business Office Cus Applications	Bus Office	S			1	
93 2015 Business Office Cus Applications	Bus Office	S			1	
94 2003 Vendor Files Box #20 "O"	Accounting	S			1	
95 2003 Vendor Files Box #21 "O"	Accounting	S			1	
96 2003 Vendor Files Box #19 "N-O"	Accounting	S			1	
97 2013 Bus Office Cus Applications	Bus Office	S			1	
98 2000 Inspection Closed Property Files	Buliding Safety	S			1	
2000-03 Internal Auditor Hay Sales, District						
99 Court & Animal Shelter	Accounting	S			1	
100 1996-2000 Stale Checks	Accounting	S			1	
101 2003 Vendor Files Box #17 "M"	Accounting	S			1	
1989-1990 Old City Clerk Contracts & 2011,2012,2014,2015, & 2016 Proposed						
102 Annual Budget and Work Program	City Clerk	S			1	
103 2010-2011 Summary Payment Register	Accounting	S			1	

			MICRO FILMED	HELD FOR NUMBER OF YEAR	Box Ct.	pg 4 of 5
	DOCUMENT	DEPARTMENT	OR			
104	2007 A/P P-Card November	Accounting	S		1	
105	A/P Checks & Backup 3/23/15 thru 5/8/15	Accounting	S		1	
106	2015 A/P P-Cards July	Accounting	S		1	
107	A/P Checks & Backup 5/11/15 thru 6/22/15	Accounting	S		1	
108	2015 A/P P-Cards April	Accounting	S		1	
109	2008 A/P P-Cards Feb A-Z	Accounting	S		1	
110	A/P Checks & Backup 6/29/15 - 8/28/15	Accounting	S		1	
111	2008 A/P P-Cards Mar A-F	Accounting	S		1	
112	A/P Check & Backup 10/15/15-12/3/15	Accounting	S		1	
113	2014 A/R Paid Invoices A-C	Accounting	S		1	
	A/P Check & Backup 1/16/15 -3/23/15 &					
114	Pcard Stm Dec 2014-Jan 2015	Accounting	S		1	
115	2014 A/R Paid Invoices D-L	Accounting	S		1	
116	A/P Checks & Backup 11-17-15-1/5/15	Accounting	S		1	
117	2014 A/R Paid Invoices M-P	Accounting	S		1	
118	2015 Transportation Vehicle Inspections	Transportation	S		1	
119	2013-2014 Business Office Cus Applications	Bus Office	S		1	
120	2014 Bank Reconciliations Jan-Dec	Accounting	S		1	
121	2014 Manual Journal Entries Apr-June	Accounting	S		1	
123	A/P P-Card November	Accounting	S		1	
123	2014 Business Office Cus Applications	Accounting	S		1	
124	2006 A/R Report Jan-June	Accounting		H	1	
125	2007 A/R Report Jan-April	Accounting		H	1	
126	A/R Report Nov 2006-Feb 2007	Accounting		H	1	
127	2000 Motorpool Charges	Accounting		H	1	
128	2010 City Clerk Contract Files	City Clerk	S		1	
129	A/P P-Card December	Accounting	S		1	
130	2014 Transportation Work Orders	Transportation	S		1	
	2013-2014 Bus Office Customer					
131	Applications	Bus Office	S		1	
132	2010 City Council Agendas Jan-June	City Clerk	S		1	
133	2010 City Council Agendas Jul- Dec	City Clerk	S		1	
134	2013 Bus Office Cus Applications	Bus Office	S		1	
135	City Clerk Infor on Elections from County	City Clerk		H	1	
136	2004 Payroll Time Sheet PR #1-9	Accounting	S		1	
137	2004 Payroll Time Sheets PR #10-17	Accounting	S		1	
138	2015 A/P P-Card Febuary	Accounting	S		1	

			MICRO FILMED	HELD FOR NUMBER		
	DOCUMENT	DEPARTMENT	OR	OF YEAR	Box Ct.	pg 5 of 5
139	1988-1991 Budget Workpapers	Budget		H	10	
140	2006 A/R Report Jul-Dec	Accounting		H	1	
141	2009 Bank Draft Register May-Oct	Accounting		H	1	
142	1999-2001 Add ons for RFP, RFQ & Bids	Purchasing	S		1	
143	2014 A/R Paid Invoices Q-Z	Accounting	S		1	
144	2006 A/R Report	Accounting		H	1	
145	Bank Draft Register 5/09-10/09	Bus Office		H	1	
146	Bank Draft Register 9/09-12/09	Bus Office		H	1	
	1999-2001 HR Police Non Hired Application					
147	Box 1 of 2	HR		H	1	
	1999-2001 HR Police Non Hired Application					
148	Box 2 of 2	HR		H	1	
149	2003-2006 HR Police Non Hired Applic	HR		H	1	

S= Scanned Document

M= Microfilmed Document

H= Held for the required number of years

AIM

Proposal for: City of Fayetteville

Advanced Information Management will provide On-site shredding for the City of Fayetteville. Fee for the shred truck is **\$150.00** plus **\$6.50 per box** (approximately 200 boxes) or **\$45.00** per Bin and removal fee for the cardboard boxes is **\$50.00**.

Please give us 1 week notice so we can get this on the shred trucks schedule.

If you have any question please give me call at 479-751-8120.

Thank you,

A handwritten signature in black ink, appearing to read "Judy Keller", with a long horizontal flourish extending to the right.

Judy Keller, General Manager

07/21/2017

Roberts, Gina

From: Howser, Matthew <Matthew.Howser@STERICYCLE.com>
Sent: Wednesday, July 26, 2017 1:53 PM
To: Roberts, Gina
Subject: Shred-it Purge Info

Gina,
Thank you for taking my call today. Please see our onsite pricing below.

On-site Destruction- Secured at your location shred at your location

\$6.00 per Bankers Box (12" x 10" x 15") or Copy Paper Box

\$8.00 per Binder box (15" x 10" x 24")

Fuel Surcharge

\$249 Minimum includes first 10 banker boxes

Thanks,

Matt Howser | Inside Sales Executive

Stericycle, Inc. | Arkansas

M: 501-628-4582 | Email: matthew.howser@stericycle.com

O: 847-205-5705 | Fax: 888-647-5642

www.Stericycle.com/



Shred-it is a proud member of the Stericycle suite of business services.

We protect what matters.

Please note my direct line has changed to 847-205-5705.

AFFIDAVIT OF DESTRUCTION OF CITY OF FAYETTEVILLE RECORDS

STATE OF ARKANSAS)
) SS:
COUNTY OF WASHINGTON)

I, Gina Roberts, Document Manager for the City of Fayetteville, do hereby certify that the records listed as Exhibit "A" have been retained for the required number of years. I further certify the following:

1. That the documents listed in Exhibit "A" attached hereto and made a part hereof are being destroyed by the City of Fayetteville as authorized by Fayetteville City Council Resolution No. _____ adopted on the ____ day of _____, _____.
2. These records have been maintained according to State statute and the Retention Schedule for the City of Fayetteville.
3. The method of destroying said documents was shredding.

Gina Roberts, Document Manger

City Council Member, Witness

Subscribed and Sworn to me, a Notary Public, this ____ day of _____, _____.

Notary Public

My Commission Expires: _____

SEAL



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0401

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

AMEND RESOLUTION NO. 17-71:

A RESOLUTION TO AMEND RESOLUTION NO. 17-71 BY APPROVING PAYMENT OF AN ADDITIONAL \$5,000.00 TO GRANT THORNTON, LLP AS REIMBURSEMENT FOR OUT OF POCKET EXPENSES

WHEREAS, Resolution No. 17-71, approved on March 21, 2017, authorized Mayor Jordan to sign a contract with Grant Thornton, LLP for independent auditing services and further authorized payment of \$95,500.00 for those services; and

WHEREAS, the quoted price from Grant Thornton LLP includes an additional \$5,000.00 for out of pocket expenses, an amount which was anticipated in the budget, but which was unintentionally omitted from the Resolution.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Resolution No. 17-71 by approving the payment of an additional \$5,000.00 to Grant Thornton, LLP as reimbursement for out of pocket expenses.

City of Fayetteville Staff Review Form

2017-0401

Legistar File ID

8/15/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Marsha Hertweck

7/17/2017

ACCOUNTING & AUDIT (131)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Amend Resolution 17-71 to approve an additional \$5,000 for out of pocket expenses to Grant Thornton LLP.

Budget Impact:

Various accounts

Various Funds

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 102,500.00

Funds Obligated \$ 95,500.00

Current Balance \$ 7,000.00

Does item have a cost? Yes

Item Cost \$ 5,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 2,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

FROM: Marsha Hertweck, Accounting Director 

DATE: July 17, 2017

SUBJECT: Amendment to Resolution 17-71, Grant Thornton LLP contract

RECOMMENDATION:

Amend Resolution 17-71 to approve an additional \$5,000 for out of pocket expenses.

BACKGROUND:

On March 21, 2017, the City Council approved the contract with Grant Thornton LLP for the annual audit of the 2016 financial statements.

DISCUSSION:

The contract amount was listed as \$95,500 with \$5,000 extra for out of pocket fees. I failed to include the \$5,000 out of pocket in the amount to approve.

BUDGET/STAFF IMPACT:

There is no impact on the budget to amend the resolution.

Attachments:

Staff Review form
City Council Memo
Original Contract



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

Resolution: 71-17

File Number: 2017-0123

GRANT THORNTON LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Grant Thornton LLP in the amount of \$95,500.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services is attached to this Resolution and made a part hereof.

PASSED and APPROVED on 3/21/2017

Approved:


Lionel Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0123

Agenda Date: 3/21/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

GRANT THORNTON LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH GRANT THORNTON LLP IN THE AMOUNT OF \$95,500.00 TO PROVIDE INDEPENDENT AUDIT SERVICES TO THE CITY OF FAYETTEVILLE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Grant Thornton LLP in the amount of \$95,500.00 to provide independent audit services to the City of Fayetteville. A copy of the engagement letter for services is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2017-0123

Legistar File ID

3/21/2017

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

Marsha Hertweck

3/1/2017

Accounting & Audit /
Finance & Internal Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Request approval of a contract with Grant Thornton, LLP for annual audit services for the 2016 financial audit.

Budget Impact:

		various	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 99,500.00
		Funds Obligated	\$
		Current Balance	\$ 99,500.00
Does item have a cost?	Yes	Item Cost	\$ 95,500.00
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ 4,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF **MARCH 21, 2017**

TO: Mayor Lioneld Jordan and Fayetteville City council
THRU: Paul Becker
FROM: Marsha Hertweck
DATE: March 1, 2017
SUBJECT: Annual Audit

RECOMMENDATION:

Approval of the fifth year of a five year contract with Grant Thornton, LLP for annual audit services for the 2016 audit.

BACKGROUND:

The City is required, under Arkansas statutes and applicable bond issues, to have an annual financial audit conducted by either Legislative Audit or a Certified Public Accounting firm licensed in Arkansas. Because of the requirements of bond indentures, the City has for the past thirty plus years utilized the services of a private CPA firm to perform these mandated financial audits.

Grant Thornton was selected by the City following the applicable rules and regulations concerning the procurement of auditing services for a five year contract beginning with the 2012 audit. Under this contract Grant Thornton will provide an annual audit of the City's financial statements and a review of the City's internal control system as required by state law. In addition to the financial audit, Grant Thornton will issue a report on internal control and compliance requirements for major federal award programs as required by the Single Audit Act. The single audit is the primary mechanism used by federal agencies to ensure accountability for federal awards to non-federal entities.

Finally, Grant Thornton will also provide technical assistance to the City in producing the Comprehensive Annual Financial Report (CAFR). The CAFR includes the City's financial statements as well as statistical information required by the City's bond covenants.

DISCUSSION:

Staff is recommending approval of the contract with Grant Thornton, LLP for auditing services.

BUDGET/STAFF IMPACT:

The cost of the 2016 audit is \$95,500. The audit cost has been budgeted in General Fund and various other funds in the 2017 budget.

Attachments:
Grant Thornton Engagement Letter



January 25, 2017

Mr. Lionel Jordan
Mayor
City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

Grant Thornton LLP
1717 Main Street, Suite 1800
Dallas, TX 75201-4667
T 214.561.2300
F 214.561.2370
GrantThornton.com
linkd.in/GrantThorntonUS
twitter.com/GrantThorntonUS

Dear Mr. Jordan:

This letter (the "Engagement Letter") documents our mutual understanding of the arrangements for the services described herein.

Scope of services

Grant Thornton LLP ("Grant Thornton") will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements ("financial statements") of the City of Fayetteville, Arkansas (collectively, the "City"), as of and for the year ended December 31, 2016.

The separate financial statements of the Fayetteville Advertising and Promotions Commission and the Fayetteville Public Library, included in the financial statements, will be audited by other auditors, who will be engaged separately from this engagement letter. Our audit opinion, insofar as it relates to the amounts included for the Fayetteville Advertising and Promotions Commission and the Fayetteville Public Library, will make reference to the audit performed by the other auditors. Our financial statement audit will be conducted in accordance with auditing standards generally accepted in the United States of America ("US GAAS") established by the American Institute of Certified Public Accountants ("AICPA") and the standards for financial audits of the U.S. Government Accountability Office's ("GAO") *Government Auditing Standards* ("GAGAS") issued by the Comptroller General of the United States. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

In assessing the risks of material misstatement, an auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstance. GAGAS further requires us to perform tests of the entity's compliance with laws, regulations, contracts, and grant agreements, in which noncompliance could have a direct and material effect on the determination of financial statement amounts. However, a financial statement audit is not designed to provide assurance on compliance or internal control over financial reporting or to identify immaterial instances of noncompliance or internal control deficiencies.

When conducting an audit, the auditor is required to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error, to enable the auditor to express an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Although not absolute assurance, reasonable assurance is, nevertheless, a high level of assurance. However, an audit is not a guarantee of the accuracy of the financial statements. Even though the audit is properly planned and performed in accordance with professional standards, an unavoidable risk exists that some material misstatements or noncompliance with laws, regulations, contracts, and grant agreements may not be detected due to the inherent limitations of an audit, together with the inherent limitations of internal control. Also, an audit is not designed to detect errors or fraud that is immaterial to the financial statements.

It should be noted that because the determination of abuse is subjective, we have no responsibility to design the audit to provide reasonable assurance of detecting abuse. Abuse is distinct from fraud and noncompliance. Abuse involves behavior that is deficient or improper when compared with behavior that a prudent person would consider reasonable and necessary business practice given the facts and circumstances.

Pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"), we will also audit the City's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of its major federal programs for the year ended December 31, 2016. We will conduct our compliance audit in accordance with US GAAS, GAGAS, and the Uniform Guidance. Those standards and the Uniform Guidance require the auditor to plan and perform the compliance audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on each major federal program occurred, to enable the auditor to express an opinion on the entity's compliance with these requirements in all material respects. A compliance audit includes determining major programs, examining, on a test basis, evidence about the entity's compliance with those requirements, and performing such other procedures as we considered necessary in the circumstances, including performing tests of internal control to evaluate the effectiveness of the design and operation of controls considered relevant to preventing, or detecting and correcting, material noncompliance with requirements applicable to major programs. Absolute assurance is not attainable because the compliance audit is conducted on a test basis and compliance with the specific program requirements is subject to the inherent limitations of internal control over compliance, which may not prevent or detect intentional or unintentional noncompliance. Accordingly, material noncompliance may remain undetected. Also, a compliance audit is not designed to detect noncompliance, whether intentional or unintentional, that is immaterial. Our compliance audit does not provide a legal determination of the City's compliance with those requirements.

Upon the completion of the foregoing financial statement and compliance audits and subject to their findings, we will render our reports on the City's financial statements and on the City's compliance with the requirements referred to above that are applicable to each of its major federal programs and will communicate our findings in accordance with US GAAS, GAGAS, and the Uniform Guidance. Our report on the City's compliance will include our findings on internal control over compliance; however, no opinion will be expressed on internal control over compliance.

As required by GAGAS, we will also render a report that includes our findings on the City's internal control over financial reporting and compliance with laws, regulations, contracts, and grant agreements, and other matters based on our financial statement audit. Such report will be considered integral to the basic financial statements and will be referred to in our report thereon. However, providing an opinion on internal control over financial reporting or on compliance with those provisions is not an objective of our financial statement audit, and accordingly, we will not express such an opinion.

Required supplementary information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Schedule of Changes in the Firemen's Pension and Relief Fund - Net Pension Liability, the Schedule of the Firemen's Pension and Relief Fund Net Pension Liability, the Schedule of the City of Fayetteville's Contributions for the Firemen's Pension and Relief Fund, the Schedule of Investment Returns for Firemen's Pension and Relief Fund, the Schedule of Changes in the Policemen's Pension and Relief Fund - Net Pension Liability, the Schedule of the Policemen's Pension and Relief Fund Net Pension Liability, the Schedule of the City of Fayetteville's Contributions for the Policemen's Pension and Relief Fund, the Schedule of Investment Returns for Policemen's Pension and Relief Fund, the Schedule of the City's Share of Net Pension Liability, the Schedule of the City's Net Pension - Liability Arkansas Local Police and Fire Retirement System (LOPFI), the Schedule of the City's Contributions - Arkansas Local Police and Fire Retirement System (LOPFI), Additional Plan Information - Arkansas Local Police and Fire Retirement System (LOPFI), and the Schedule of Funding Progress - Other Postemployment Benefit Plan be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board ("GASB") who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. This required supplementary information is the responsibility of management. We will apply certain limited procedures to the required supplementary information in accordance with US GAAS. These limited procedures consist of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion nor provide any assurance on the information because the limited procedures will not provide us with sufficient evidence to express an opinion or provide any assurance.

Other information

Management is responsible for providing us with other information that will be included in an annual report or similar document containing audited financial statements and our auditor's report thereon, including the introductory and statistical sections presented to fulfill the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Management should provide the information prior to the release of our auditor's report. Our responsibility for such information does not extend beyond the financial information identified in our report. We do not perform any procedures to corroborate the other information contained in these documents. Professional standards require us to read the other information and consider whether the other information, or the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We will bring to management's attention any information that we believe is a material misstatement of fact.

Responsibilities of those charged with governance

Effective two-way communication with the City Council and Audit Committee (referred to as "those charged with governance") assists us in obtaining information relevant to the audit and also assists those charged with governance in fulfilling their responsibility to oversee the financial reporting process. Those charged with governance play an important role in the City's internal control over financial reporting by setting a positive tone at the top and challenging the City's activities in the financial arena. Accordingly, it is important for those charged with governance to communicate to us matters they believe are relevant to our engagement. As indicated below, management also has a responsibility to communicate certain matters to those charged with governance and to Grant Thornton.

In connection with our engagement, professional standards require us to communicate certain matters that come to our attention to those charged with governance, such as the following:

- fraud involving senior management and fraud that causes a material misstatement
- illegal acts, unless clearly inconsequential
- violations of contracts or grant agreements and abuse that causes a material misstatement
- noncompliance with the provisions of a major federal financial assistance program
- failure to report fraud, illegal acts, violations of contracts or grant agreements, or abuse to specified external parties when required by law or regulation. We may also be required to report such matters directly to the external party.
- significant deficiencies and material weaknesses in internal control over financial reporting and federal financial assistance
- disagreements with management and other serious difficulties encountered
- qualitative aspects of significant accounting practices, including accounting policies, estimates, and disclosures
- audit adjustments and uncorrected misstatements, including missing disclosures.

Management responsibilities

As you are aware, the financial statements are the responsibility of management. Management is responsible for preparing and fairly presenting the financial statements in accordance with accounting principles generally accepted in the United States of America, which includes adopting sound accounting practices and complying with changes in accounting principles and related guidance. Management is also responsible for:

- providing us with access to all information of which they are aware that is relevant to the preparation and fair presentation of the financial statements, including all financial records, documentation of internal control over financial reporting and federal financial assistance and related information, and any additional information that we may request for audit purposes
- providing us with unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence
- making us aware of any significant contractor relationships in which the contractor has the responsibility for program compliance
- ensuring that the City identifies and complies with all federal statutes, regulations, and terms and conditions of federal awards applicable to its activities and for informing us of any known violations. The City should

identify and disclose to us all federal statutes, regulations, and terms and conditions of federal awards that have a direct and material effect on the determination of financial statement amounts or other significant financial data.

- taking timely and appropriate steps to remedy fraud, illegal acts, violations of contracts or federal awards, or abuse that we may report
- designing, implementing, and maintaining effective internal control over financial reporting and federal financial assistance, which includes adequate accounting records and procedures to safeguard the City's assets, and for informing us of all known significant deficiencies and material weaknesses in, and significant changes in, internal control over financial reporting and federal financial assistance
- informing us of their views about the risk of fraud within the City and their awareness of any known or suspected fraud and the related corrective action proposed
- adjusting the financial statements, including disclosures, to correct material misstatements and for affirming to us in a representation letter that the effects of any uncorrected misstatements, including missing disclosures, aggregated by us during the current engagement, including those pertaining to the latest period presented, are immaterial, both individually and in the aggregate, to the financial statements as a whole
- establishing and maintaining a process to address and track the status of our findings, conclusions, and recommendations, including providing management's views on such matters as well as planned corrective actions to be included in the report, in a timely manner. This includes informing us of findings and recommendations from previous audits, attestation engagements, or other studies that could have a material effect on the financial statements and whether any related recommendations were implemented.
- informing us of any events occurring subsequent to the date of the financial statements through the date of our auditor's report that may affect the financial statements or the related disclosures
- informing us of any subsequent discovery of facts that may have existed at the date of our auditor's report that may have affected the financial statements or the related disclosures
- taking corrective action on any reported findings or questioned costs reported to them and preparing a summary schedule of prior audit findings and a corrective action plan, if applicable, as required by the Uniform Guidance
- submitting the reporting package (including financial statements, schedule of expenditures of federal awards, auditor's reports and, if applicable, a summary schedule of prior audit findings and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for the audit.
- distributing the report(s), including the financial statements, any supplementary information, and the report(s) thereon, to those officials and organizations requiring them.

To assist those charged with governance in fulfilling their responsibility to oversee the financial reporting process, management should discuss with those charged with governance the:

- adequacy of internal control over financial reporting and federal financial assistance and the identification of any significant deficiencies or material weaknesses, including the related corrective action proposed

- significant accounting policies, alternative treatments, and the reasons for the initial selection of, or change in, significant accounting policies
- process used by management in formulating particularly sensitive accounting judgments and estimates and whether the possibility exists that future events affecting these estimates may differ markedly from current judgments
- basis used by management in determining that uncorrected misstatements, including missing disclosures, are immaterial, both individually and in the aggregate, including whether any of these uncorrected misstatements could potentially cause future financial statements to be materially misstated.

We will require management's cooperation to complete our services. In addition, we will obtain, in accordance with professional standards, certain written representations from management, which we will rely upon.

Use of our reports

The inclusion, publication, or reproduction by the City of any of our reports in documents such as bond offerings, regulatory filings, and Data Collection Forms containing information in addition to financial statements may require us to perform additional procedures to fulfill our professional or legal responsibilities. Accordingly, our reports should not be used for any such purposes without our prior permission. In addition, to avoid unnecessary delay or misunderstanding, it is important that the City give us timely notice of its intention to issue any such document.

The report on compliance with laws, regulations, contracts, and grant agreements and internal control over financial reporting and the report on compliance and internal control over compliance related to major programs issued in accordance with the Uniform Guidance will each include a statement that describes the purpose of the communication, which is to describe the scope of our testing of internal control over financial reporting, internal control over compliance, and compliance, and the result of that testing. Accordingly, these reports are not suitable for any other purpose.

Other services

Supplementary information

Management is responsible for separately preparing the schedule of expenditures of federal awards for the year ended December 31, 2016 in accordance with the Uniform Guidance and the combining and individual fund statements and schedules in accordance with the requirements of the Government Finance Officers' Association Comprehensive Annual Financial Report ("CAFR"). Such supplementary information, which will be presented for purposes of additional analysis and is not a required part of the financial statements, will be subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures. These procedures will include comparing and reconciling the supplementary information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS. The purpose of our procedures will be to form and express an opinion as to whether the supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

In connection with our procedures, management is responsible for informing us about:

- the methods of measurement and presentation of the supplementary information
- whether those methods have changed from the methods used in the prior period and the reasons for the change, if any
- any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management will present the supplementary information with the audited financial statements. Management is responsible for including our report on the supplementary information in any document that contains the supplementary information and that indicates we reported on it.

We will require management to provide us with certain written representations related to their responsibilities described above, including whether management believes the supplementary information (including its form and content) is fairly presented in accordance with the Uniform Guidance and CAFR and/or the applicable criteria, as appropriate.

Any other services that you request will constitute a separate engagement that will be subject to our acceptance procedures. Professional standards, laws, and regulations may prescribe limitations on non-audit services we may perform without impairing our independence.

Fees

Standard billings

Our billings for the services set forth in this Engagement Letter, which will not exceed \$95,500 with additional out-of-pocket expenses not to exceed \$5,000, will be rendered on an estimated basis in accordance with the enclosed Schedule of Standard Billings and are payable payable within 20 days of receipt.

General purpose financial audit	\$88,000
GASB 68 procedures	7,500
Out of Pocket	5,000

<u>Billing date</u>	<u>Fees</u>
March 9, 2017	\$12,500 – Single Audit procedures
March 30, 2017	\$25,000
April 15, 2017	\$28,000
May 15, 2017	\$35,000

If it appears that the estimated fee will be exceeded, we will bring this to your attention.

From time to time, Grant Thornton may receive certain incentives in the form of bonuses and rewards from its corporate card and other vendors. Such incentives to the extent received will be retained by Grant Thornton to cover firm expenses.

Additional billings

Of course, circumstances may arise that will require us to do more work. Some of the more common circumstances include changing auditing, accounting, and reporting requirements from professional and regulatory bodies; incorrect accounting applications or errors in City records; restatements; failure to furnish accurate and complete information to us on a timely basis; and unforeseen events, including legal and regulatory changes.

We are enclosing an explanation of various matters that can cause us to perform work in excess of that contemplated by our fee estimate.

At Grant Thornton, we pride ourselves on our ability to provide outstanding service and meet our clients' deadlines. To help accomplish this goal, we work hard to have the right professionals available. This involves complex scheduling models to balance the needs of our clients and the utilization of our people, particularly during peak periods of the year. Last minute client requested scheduling changes result in costly downtime due to our inability to make alternate arrangements for our professional staff.

We will coordinate a convenient time for Grant Thornton to begin work. If, after scheduling our work, you do not provide proper notice, which we consider to be one week, of your inability to meet the agreed-upon dates for any reason, or do not provide us with sufficient information required to complete the work in a timely manner, additional billings will be rendered for any downtime of our professional staff.

Adoption of new accounting standards

Professional and regulatory bodies frequently issue new accounting standards and guidance. Sometimes, standards are issued and become effective in the same period, providing a limited implementation phase and preventing us from including the impact in our estimated fees. In such circumstances, we will discuss with you the additional audit procedures and related fees, including matters such as the retrospective application of accounting changes and changes in classification.

Other costs

Except with respect to a dispute or litigation between Grant Thornton and the City, our costs and time spent in legal and regulatory matters or proceedings arising from our engagement, such as subpoenas, testimony, or consultation involving private litigation, arbitration, industry, or government regulatory inquiries, whether made at the City's request or by subpoena, will be billed to the City separately.

Professional standards impose additional responsibilities regarding the reporting of illegal acts that have or may have occurred. To fulfill our responsibilities, we may need to consult with the City's in-house counsel or counsel of our choosing about any illegal acts that we become aware of. Additional fees, including legal fees, will be billed to the City. The City agrees to ensure full cooperation with any procedures that we may deem necessary to perform.

Other matters

Relationship to Grant Thornton International Ltd

Grant Thornton is the U.S. member firm of Grant Thornton International Ltd ("GTIL"), an organization of independently owned and managed accounting and consulting firms. References to GTIL are to Grant Thornton International Ltd. GTIL and the member firms are not a worldwide partnership. Services are delivered independently by the member firms. These firms are not members of one international partnership or otherwise legal partners with each other internationally, nor is any one firm responsible for the services or activities of any other firm.

Use of third-party service providers and affiliates

Grant Thornton may use third-party service providers, such as independent contractors, specialists, or vendors, to assist in providing our professional services. We may also use GTIL member firms, other affiliates, including the GT US Shared Services Center India Private Limited and the Grant Thornton US Knowledge and Capability Center India Private Limited, affiliates of Grant Thornton located in Bangalore, India, or other accounting firms. Such entities may be located within or outside the United States.

Grant Thornton also may use the technology and resources of the following entities to assist us as follows:

- Capital Confirmation, Inc. – electronic bank confirmation services

You hereby consent and authorize us to disclose City information to the above named entities.

Additionally, Grant Thornton may use third-party service providers to provide administrative or operational support to Grant Thornton, or to provide engagement team resource services. Such entities may be located within or outside the United States. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of client data.

You hereby consent and authorize us to disclose City information to the GT US Shared Services Center India Private Limited and/or the Grant Thornton US Knowledge and Capability Center India Private Limited and the other above named entities for purposes of providing services to you.

Peer review report

GAGAS requires that we provide you with a copy of our most recent triennial quality control review report. Accordingly, our May 31, 2014 Peer Review Report accompanies the Engagement Letter.

Privacy

Grant Thornton is committed to protecting personal information. We will maintain such information in confidence in accordance with professional standards and governing laws. Therefore, any personal information provided to us by the City will be kept confidential and not disclosed to any third party unless expressly permitted by the City or required by law, regulation, legal process, or professional standards. The City is responsible for obtaining, pursuant to law or regulation, consents from parties that provided the City with their personal information, which will be obtained, used, and disclosed by Grant Thornton for its required purposes.

Documentation

The documentation for this engagement is the property of Grant Thornton and constitutes confidential information. We have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention.

Pursuant to law or regulation, we may be requested to make certain documentation available to regulators, governmental agencies, or their representatives ("Regulators"). If requested, access to the documentation will be provided to the Regulators under our supervision. We may also provide copies of selected documentation, which the Regulators may distribute to other governmental agencies or third parties. You hereby acknowledge we will allow and authorize us to allow the Regulators access to, and copies of, the documentation in this manner.

Electronic communications

During the course of our engagement, we may need to electronically transmit confidential information to each other and to third-party service providers or other entities engaged by either Grant Thornton or the City. Electronic methods include telephones, cell phones, e-mail, secure file transfers, use of SharePoint sites, and fax. These technologies provide a fast and convenient way to communicate. However, all forms of electronic communication have inherent security weaknesses, and the risk of compromised confidentiality cannot be eliminated. The City agrees to the use of electronic methods to transmit and receive information, including confidential information.

Standards of performance

We will perform our services in conformity with the terms expressly set forth in this Engagement letter, including all applicable professional standards. Accordingly, our services shall be evaluated solely on our substantial conformance with such terms and standards. Any claim of nonconformance must be clearly and convincingly shown.

With respect to the services and this Engagement Letter, in no event shall the liability of Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors for any claim, including but not limited to Grant Thornton's own negligence, exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined that any claims, losses, or damages are the result of Grant Thornton's gross negligence or willful misconduct. In addition, Grant Thornton shall not be liable for any special, consequential, incidental, or exemplary damages or loss (nor any lost profits, interest, taxes, penalties, loss of savings, or lost business opportunity) even if Grant Thornton was advised in advance of such potential damages. This paragraph and the paragraph directly below shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the City, Grant Thornton, or others.

Further, the City shall, upon receipt of written notice, indemnify and hold harmless Grant Thornton and its present, future, and former partners, principals, directors, employees, agents, and contractors from and against any liability and damages (including punitive damages), fees, expenses, losses, demands, and costs (including defense costs) associated with any claim arising from or relating to the City's knowing misrepresentations or false or incomplete information provided to Grant Thornton. In the event of any controversy or claim against Grant Thornton arising from or related to the services described herein, Grant Thornton shall be entitled to defend itself from such controversy or claim and to participate in any settlement, administrative, or judicial proceedings.

It is expressly agreed by the Entity and Grant Thornton that any claim by, or on behalf of either party, arising out of services or this Engagement Letter, whether it be in contract, tort, or otherwise, shall be deemed waived if a claim is asserted more than two (2) years from: (i) the date of the report(s) issued by Grant Thornton; or (ii) the date of this Engagement Letter if no report has been issued.

If because of a change in the City's status or due to any other reason, any provision in this Engagement letter would be prohibited by laws, regulations, or published interpretations by governmental bodies, commissions, state boards of accountancy, or other regulatory agencies, such provision shall, to that extent, be of no further force and effect, and the Engagement Letter shall consist of the remaining portions.

Dispute resolution

Any controversy or claim arising out of or relating to the services, related fees, or this Engagement Letter shall first be submitted to mediation. A mediator will be selected by agreement of the parties, or if the parties cannot agree, a mediator acceptable to all parties will be appointed by the American Arbitration Association ("AAA"). The mediation will proceed in accordance with the customary practice of mediation. In the unlikely event that any dispute or claim cannot be resolved by mediation, we both recognize that the matter will probably involve complex business or accounting issues that would be decided most equitably to us both by a judge hearing the evidence without a jury. Accordingly, to the extent now or hereafter permitted by applicable law, the City and Grant Thornton agree to waive any right to a trial by jury in any action, proceeding, or counterclaim arising out of or relating to our services or this Engagement Letter.

If the above jury trial waiver is determined to be prohibited by applicable law, then the parties agree that the dispute or claim shall be settled by binding arbitration. The arbitration proceeding shall take place in the city in which the Grant Thornton office providing the relevant services is located, unless the parties mutually agree to a different location. The proceeding shall be governed by the provisions of the Federal Arbitration Act ("FAA") and will proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that pre-hearing discovery must be specifically authorized by the arbitrator. The arbitrator will be selected from AAA, JAMS, the Center for Public Resources, or any other internationally or nationally recognized organization mutually agreed upon by the parties. Potential arbitrator names will be exchanged within 15 days of the parties' agreement to settle the dispute or claim by binding arbitration, and arbitration will thereafter proceed expeditiously. The arbitration will be conducted before a single arbitrator, experienced in accounting and auditing matters. The arbitrator shall have no authority to award non-monetary or equitable relief and will not have the right to award punitive damages. The award of the arbitration shall be in writing and shall be accompanied by a well-reasoned opinion. The award issued by the arbitrator may be confirmed in a judgment by any federal or state court of competent jurisdiction. Each party shall be responsible for their own costs associated with the arbitration, except that the costs of the arbitrator shall be equally divided by the parties. The arbitration proceeding and all information disclosed during the arbitration shall be maintained as confidential, except as may be required for disclosure to professional or regulatory bodies or in a related confidential arbitration. In no event shall a demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim would be barred under the applicable statute of limitations.

Authorization

This Engagement Letter sets forth the entire understanding between the City and Grant Thornton regarding the services described herein and supersedes any previous proposals, correspondence, and understandings, whether written or oral. If any portion of this Engagement Letter is held invalid, it is agreed that such invalidity shall not affect any of the remaining portions.

Please confirm your acceptance of this Engagement Letter by signing below and returning one copy to us in the enclosed self-addressed envelope. In addition, please provide the signed copies of the Engagement Letter to the City's Finance Director, Paul Becker, in order for management to acknowledge the terms herein.

Sincerely,

GRANT THORNTON LLP

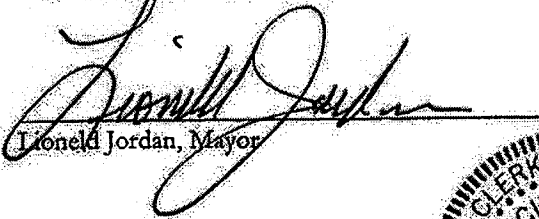


Dan Barrón
Partner

cc: Paul Becker, Finance Director
Enc: Matters that can cause work in excess of fee estimate
May 31, 2014 Peer Review Report

Agreed and accepted by:

CITY OF FAYETTEVILLE, ARKANSAS



Lionell Jordan, Mayor

Date: 3-21-17

Attest by:



City Clerk/Treasurer



Date: 3-21-17

Management's acknowledgment of the Engagement Letter by:



Paul Becker, Finance Director

Date: 3-21-17

MATTERS THAT CAN CAUSE WORK IN EXCESS OF FEE ESTIMATE

We want you to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. However, in seeking to provide you with such value, we find there are various matters that can cause us to perform work in excess of that contemplated by our fee estimate. The following explains the matters that arise most frequently.

Changing requirements

Today, there are numerous governmental or rule-making bodies that regularly add or change various requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, three types of situations make this difficult. Sometimes, these new requirements are not communicated in time for us to anticipate their effects in our preliminary planning. Secondly, in spite of our anticipation and planning, the work necessary to comply with new requirements may be underestimated. Finally, in some instances, you may decide that it is advantageous to you to have the new requirements applied immediately.

Incorrect accounting applications or errors in your records

We generally form our fee estimates on the expectation that your accounting records are in good order so that our work can be completed based upon our normal testing and other procedures. However, should we find numerous errors, incomplete records, or disorganized bookkeeping methods, we will have to do additional work to determine that the necessary corrections have been made and properly reflected in the financial statements.

Lack of audit facilitation or timely preparation

To minimize your costs, we plan the means by which your personnel can facilitate the audit (for example, what schedules they will prepare, how to prepare them, the supporting documents that need to be provided, and so forth). We also discuss matters such as availability of your key personnel, deadlines, and working conditions. Indeed, the information concerning these matters that you furnish to us is a key element in our fee quotation. Therefore, if your personnel are unable, for whatever reasons, to provide these materials on a timely basis, it may substantially increase the work we must do to complete the engagement within the established deadlines. Moreover, in some circumstances, this may require a staff withdrawal, as discussed below.

Staff withdrawal

A staff withdrawal consists of our removing one or all staff because the condition of your records, or the inability of your personnel to provide agreed upon materials within the established timetable, makes it impossible for us to perform our work in a timely, efficient manner, as established by our engagement plan. Sometimes, a complete staff withdrawal is necessary to permit an orderly audit approach. A staff withdrawal is not necessarily an adverse reflection on your personnel. However, it involves additional costs, as we must reschedule our personnel, incur additional start-up costs, and so forth, to prevent total engagement costs from increasing significantly.

Unforeseen events

Even though we communicate frequently with clients and plan our engagement with management and their staff, unforeseen events can occur. Examples include accounting problems, litigation, changes in your business or business environment, contractual or other difficulties with suppliers, third-party service providers, or customers, and so forth. When those circumstances occur, additional time is needed to provide you with assistance and to complete our engagement in accordance with professional standards.

New award programs or program noncompliance

Our fee estimates assume that award programs audited as major will remain relatively consistent with prior years. When new awards are received, it may require us to audit additional programs to achieve the appropriate testing coverage. In such circumstances, additional fees may be incurred beyond what was previously contemplated. Furthermore, if the results of our procedures identify material program noncompliance or internal control deficiencies, which require extensive research or discussions with the cognizant, oversight, or funding agency, an expansion of our audit scope and additional audit fees may result.

Again, we emphasize that we strive to give you optimum value for our professional services. Fee quotations are provided based upon the facts and circumstances that you describe to us. However, unlike the sale of products, the performance of professional services is affected by many variables, such as the foregoing, which may cause fee estimates to change.

System Review Report

To the Partners of
Grant Thornton LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of Grant Thornton LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers and examinations of service organizations [Service Organizations Control (SOC) 1 engagements.]

In our opinion, the system of quality control for the accounting and auditing practice of Grant Thornton LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended May 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grant Thornton LLP has received a peer review rating of *pass*.

BKD, LLP

December 1, 2014



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0424

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, AND JAMES L. AND JUDITH A. HAZEN NEEDED FOR THE EXTENSION OF RUPPLE ROAD FROM WEST STARRY NIGHT VIEW TO MOUNT COMFORT ROAD

WHEREAS, the City of Fayetteville and certain property owners have been unable to agree on a fair price for the portions of property owned by each of them which is needed for the extension of Ruppel Road from West Starry Night View to Mount Comfort Road; and

WHEREAS, the City of Fayetteville needs to gain possession of these needed properties promptly to begin work on these public improvements.

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

Section 1: That the City Council for the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the planned Ruppel Road extension project and owned by The Links at Fayetteville, a Limited Partnership, that is needed for right-of-way or other easements for the Project, and to pay into the registry of the Circuit Court just compensation therefor.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the planned Ruppel Road extension project and owned by James L. and Judith A. Hazen that is needed for right-of-way or other easements for the Project, and to pay into the registry of the Circuit Court just compensation therefor.

City of Fayetteville Staff Review Form

2017-0424

Legistar File ID

8/15/2017

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

Paul Libertini

8/1/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Links At Fayetteville and James L. & Judith A. Hazen necessary for the Ruppel Road (Starry Night View to Mt. Comfort Rd.) Project.

Budget Impact:

4470.800.8835-5805.00

Sales Tax Capital Improvement

Account Number

Fund

06035.3100

Ruppel Rd (BF Lane to Mt. Comfort)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 851,592.00

Funds Obligated \$ 475,009.00

Current Balance \$ 376,583.00

Does item have a cost? Yes

Item Cost \$ 191,200.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 185,383.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: August 1, 2017

SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and possession of certain lands owned by The Links At Fayetteville and James L. & Judith A. Hazen necessary for the Ruppel Road (Starry Night View to Mt. Comfort Rd.) Project.**

RECOMMENDATION:

Staff recommends approval of a Resolution authorizing the City Attorney to seek possession by condemnation of portions of properties along Ruppel Road from Starry Night View to Mt. Comfort Road.

BACKGROUND:

The Ruppel Road Improvements Project from Starry Night View to Mt. Comfort Road is a part of the overall Transportation Bond Improvements Program. This project is partially funded with Federal-aid which requires that all properties must be acquired prior to advertising for bids. There are only 3 (three) property owners that will be affected by this project, but since one property only involves a temporary construction easement, this resolution will only affect 2 (two) property owners: The Links at Fayetteville, and James L. & Judith A. Hazen.

DISCUSSION:

All properties must be acquired by August 31st for FHWA to obligate construction funds of approximately \$2,488,000 for FY 2017. If these properties are not acquired by the calendar deadline, the City is in jeopardy of losing the construction funding. The City has already received \$1,000,000 in federal funding for this project for engineering, environmental mitigation, right-of-way and utilities. Additionally, the City has applied for Federal-aid in the amount of \$2,320,000 for FY 2018 also to be used for construction. This will bring the total amount of Federal-aid to \$5,808,000 for this project.

Condemnation is not the first option, but in order to meet the time constraints, the City needs to have the authorization to seek possession by condemnation in-place and ready to go in case either of the property owners want to continue to negotiate the settlement amount or there is delay in receiving approvals from AHTD and/or FHWA. The City is in possession of approved real estate appraisal reports and is ready to make offers as soon as we receive the authorization by

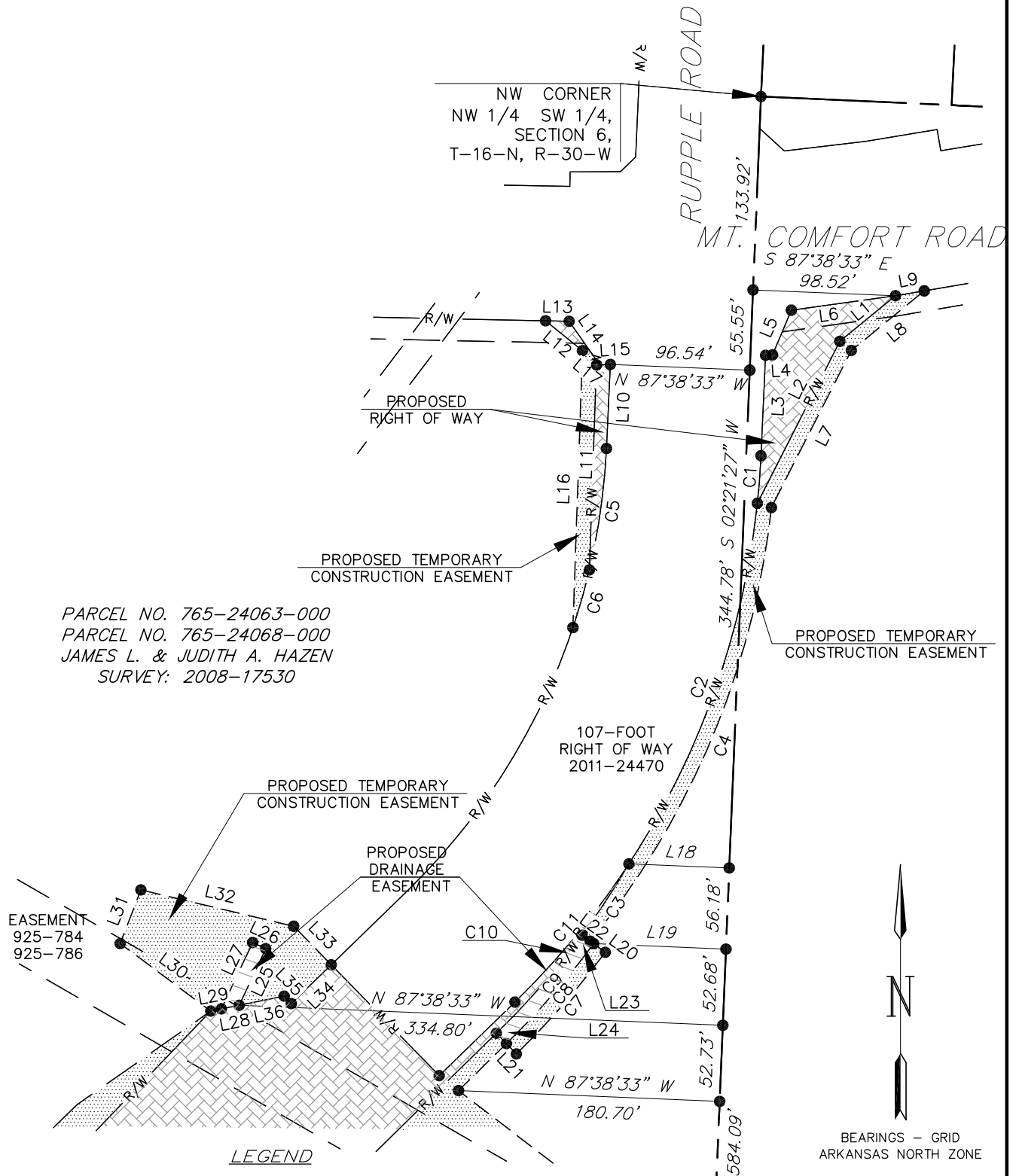
AHTD/FHWA. Staff is pursuing both avenues of acquisition: offer letters & acceptance by property owner, and condemnation (the last resort). If condemnation becomes a reality, the City will deposit the appraised value of the land into the court's registry with the final settlement to be determined by further negotiations, and in rare cases, a jury trial.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the project budget allocated for the Ruppel Road Improvements Project which is funded by the Transportation Bond Fund. The agenda item staff review form indicates \$191,200 as the cost of this request (\$18,000 for the Links & \$173,200 for the Hazens). It should be noted that this is an estimate, based on the appraised values of the properties, and that the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for each property.

Attachments:

Right of Way Plans and property exhibits



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
RUPPLE ROAD - W. STARRY NIGHT
VIEW - W. MOUNT COMFORT ROAD.



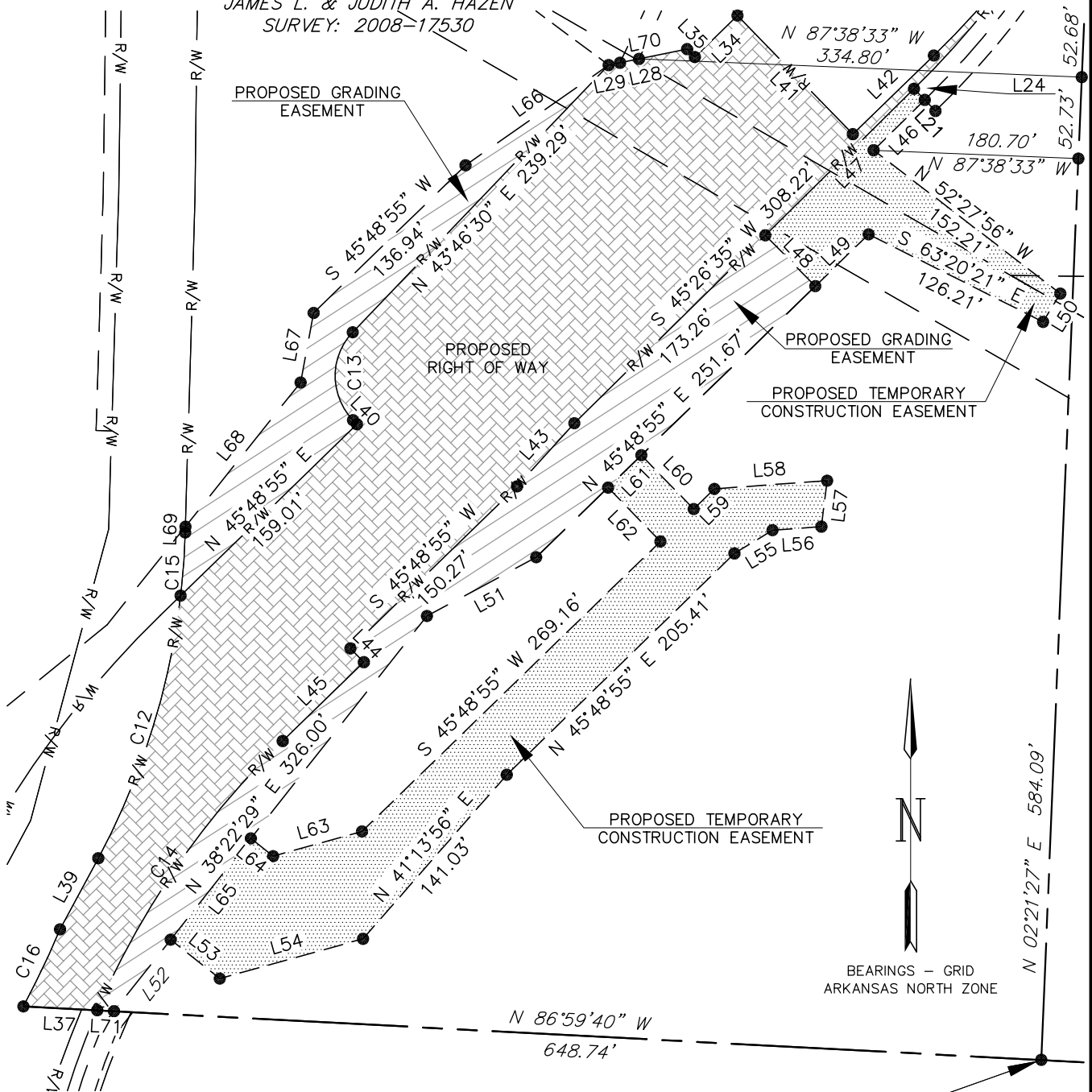
JOB NO.
09047100

DATE
FEB. 27, 2017

"EXHIBIT A"

TRACT
1

PARCEL NO. 765-24063-000
 PARCEL NO. 765-24068-000
 JAMES L. & JUDITH A. HAZEN
 SURVEY: 2008-17530



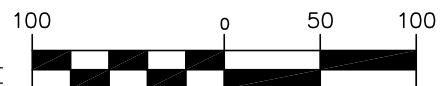
BEARINGS - GRID
 ARKANSAS NORTH ZONE

SE CORNER
 NE 1/4 SE 1/4
 SECTION 1,
 T-16-N, R-31-W

LEGEND

- EXISTING PROPERTY LINE
- R/W ————— EXISTING RIGHT OF WAY LINE
- EXISTING EASEMENT LINE
- R/W ————— PROPOSED RIGHT OF WAY LINE
- PROPOSED EASEMENT LINE
- PROPOSED TEMP. CONST. EASEMENT LINE

GRAPHIC SCALE



THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

(IN FEET)
 1 inch = 100 ft. 2 OF 3



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CITY OF FAYETTEVILLE
 FAYETTEVILLE, ARKANSAS
 RUPPLE ROAD - W. STARRY NIGHT
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JOB NO.
 09047100

DATE
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"EXHIBIT A"

TRACT
 1

LINE	ANGLE	DISTANCE
L1	S 50°40'34" W	49.66'
L2	S 26°58'38" W	125.81'
L3	N 02°39'05" E	69.53'
L4	N 86°39'03" E	4.80'
L5	N 22°46'48" E	33.58'
L6	N 82°07'41" E	72.67'
L7	N 26°58'38" E	121.87'
L8	N 50°40'34" E	65.13'
L9	S 80°19'08" W	20.22'
L10	S 02°39'05" W	58.28'
L11	N 01°58'48" E	143.83'
L12	N 50°57'34" W	32.83'
L13	S 88°49'02" E	16.25'
L14	S 35°04'30" E	36.91'
L15	N 86°39'03" E	7.29'
L16	S 01°58'48" W	191.68'
L17	N 50°57'34" W	12.53'
L18	N 87°38'33" W	69.50'
L19	N 87°38'33" W	91.58'
L20	S 53°35'03" E	10.00'
L21	N 44°11'05" W	10.00'
L22	S 53°35'03" E	7.08'
L23	S 53°35'03" E	10.00'
L24	N 44°11'05" W	10.00'
L25	N 25°08'27" E	43.29'

LINE	ANGLE	DISTANCE
L26	N 64°51'33" W	10.00'
L27	S 25°08'27" W	50.72'
L28	N 78°30'08" E	12.47'
L29	S 78°30'08" W	7.50'
L30	N 53°19'38" W	78.17'
L31	N 21°07'59" E	39.86'
L32	S 76°37'45" E	108.63'
L33	S 44°11'05" E	37.25'
L34	N 45°48'55" E	38.50'
L35	S 44°11'05" E	7.15'
L36	S 78°30'08" W	31.80'
L37	N 86°59'04" W	47.85'
L39	N 28°12'48" E	52.26'
L40	N 44°06'20" W	3.65'
L41	S 44°11'05" E	107.00'
L42	N 45°48'55" E	73.10'
L43	S 42°11'02" W	55.22'
L44	S 44°11'05" E	12.50'
L45	S 45°48'55" W	73.21'
L46	N 45°26'35" E	46.35'
L47	S 45°26'35" W	134.96'
L48	N 44°33'25" W	46.16'
L49	N 45°48'55" E	48.09'
L50	N 31°22'45" E	21.41'

LINE	ANGLE	DISTANCE
L51	N 61°44'19" E	80.32'
L52	N 38°22'29" E	59.04'
L53	S 51°37'31" E	40.55'
L54	N 74°28'43" E	96.12'
L55	N 58°37'49" E	28.85'
L56	N 85°48'10" E	31.64'
L57	N 07°04'32" E	30.00'
L58	S 85°48'10" W	73.07'
L59	S 45°48'55" W	18.72'
L60	N 44°11'05" W	48.58'
L61	S 45°48'55" W	30.00'
L62	S 44°11'05" E	48.58'
L63	S 74°28'43" W	59.63'
L64	N 51°37'31" W	18.41'
L65	S 38°22'29" W	83.50'
L66	S 55°00'43" W	113.04'
L67	S 10°40'52" W	45.80'
L68	S 38°35'29" W	119.40'
L69	S 01°40'21" W	3.71'
L70	N 78°30'08" E	51.77'
L71	S 86°59'04" E	10.86'

CURVE	LENGTH	DETLA	RADUIS	CHORD
C1	33.04'	3°21'35"	563.50	N 4°19'52" W 33.04'
C2	267.34'	27°10'58"	563.50	S 19°36'08" W 264.84'
C3	59.03'	6°08'57"	550.00'	S 33°20'29" W 59.00'
C4	329.73'	32°56'31"	573.50'	N 22°40'03" E 325.21'
C5	84.91'	10°39'28"	456.50'	S 07°58'48" W 84.79'
C6	41.54'	5°12'48"	456.50'	N 15°54'56" E 41.52'
C7	93.51'	9°23'58"	570.00'	S 41°06'56" W 93.40'
C8	91.87'	9°23'58"	560.00'	N 41°06'56" E 91.77'
C9	90.23'	9°23'58"	550.00'	S 41°06'56" W 90.13'
C10	149.25'	15°32'54"	550.00'	S 38°02'28" W 148.80'
C11	124.13'	12°37'18"	563.50'	N 39°30'16" E 123.88'
C12	179.08'	21°36'03"	475.00'	N 17°24'47" E 178.02'
C13	62.91'	87°54'37"	41.00'	N 00°10'48" W 56.92'
C14	212.83'	22°29'53"	542.00'	S 34°33'59" W 211.46'
C15	40.96'	4°56'24"	475.00'	S 04°08'33" W 40.94'
C16	55.20'	5°18'44"	595.42	N 25°29'47" E 55.18'

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	88,628	2.04
PROPOSED GRADING EASEMENT	31,512	0.72
PROPOSED DRAINAGE EASEMENT	1,380	0.03
PROPOSED TEMP. CONST. EASEMENT	47,902	1.10

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3 OF 3



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JOB NO.
09047100

DATE
FEB. 27, 2017

"EXHIBIT A"

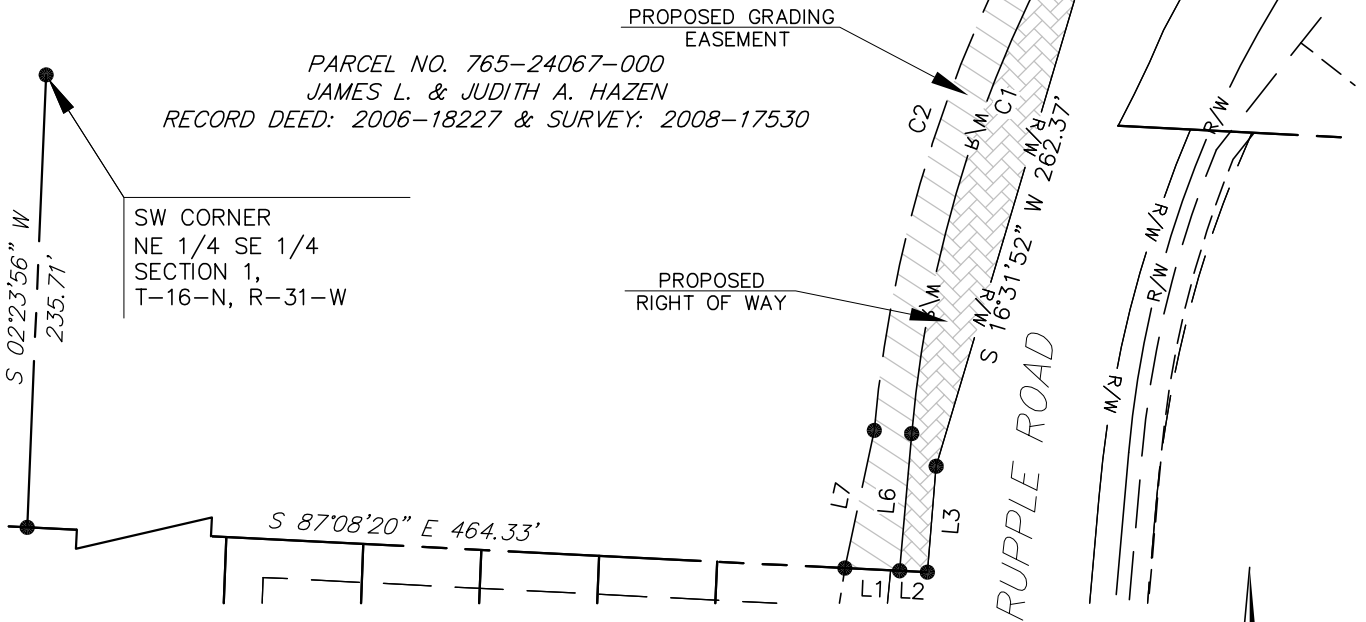
TRACT
1

LINE	ANGLE	DISTANCE
L1	S 87°08'20" E	28.64'
L2	N 87°08'20" W	14.38'
L3	S 04°47'45" W	55.43'
L4	S 28°15'58" W	52.26'
L5	S 14°59'45" W	54.97'
L6	N 04°57'29" E	71.78'
L7	N 12°05'59" E	73.40'
L8	N 11°00'19" E	44.51'
L9	N 50°55'56" E	61.83'
L10	S 14°59'45" W	59.47'
L11	S 79°18'29" E	49.24'
L12	N 03°48'36" E	33.76'
L13	N 65°33'54" W	46.27'

CURVE	LENGTH	DETLA	RADUIS	CHORD
C1	361.35'	31°35'06"	655.50	N 20°45'02" E 356.80'
C2	327.33'	27°47'06"	675.00'	N 18°51'02" E 324.14'

PARCEL NO. 765-24067-000
JAMES L. & JUDITH A. HAZEN
RECORD DEED: 2006-18227 & SURVEY: 2008-17530

SW CORNER
NE 1/4 SE 1/4
SECTION 1,
T-16-N, R-31-W



AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	9,153	0.21
PROPOSED GRADING EASEMENT	10,311	0.24
PROPOSED TEMP. CONST. EASEMENT	1,827	0.04

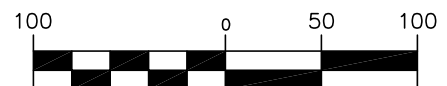
LEGEND

— — — — —	EXISTING PROPERTY LINE
— — — — — R/W — — — — —	EXISTING RIGHT OF WAY LINE
— — — — —	EXISTING EASEMENT LINE
— — — — — R/W — — — — —	PROPOSED RIGHT OF WAY LINE
— — — — —	PROPOSED EASEMENT LINE
— — — — —	PROPOSED TEMP. CONST. EASEMENT LINE

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

BEARINGS — GRID
ARKANSAS NORTH ZONE

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
RUPPLE ROAD - W. STARRY NIGHT
VIEW - W. MOUNT COMFORT ROAD.



JOB NO.
09047100

DATE
NOV.17, 2016

"EXHIBIT A"

TRACT
4

RUPPLE ROAD

PROPOSED
RIGHT OF WAY

PROPOSED
GRADING EASEMENT

PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

PARCEL NO. 765-24077-000
LINKS AT FAYETTEVILLE
RECORD DEED: 2006-43544
RECORD SURVEYS: 2008-1594 & 1595 & 23A-349

NE CORNER
SE 1/4 SE 1/4
SECTION 1,
T-16-N, R-31-W

LINE	ANGLE	DISTANCE
L1	N 86°59'04" W	12.26'
L2	N 86°59'04" W	10.86'
L3	N 86°59'04" W	10.05'
L4	S 85°02'31" E	13.50'
L5	S 38°22'29" W	12.03'
L6	N 85°02'31" W	7.00'
L7	S 85°02'31" E	10.00'
L8	N 38°22'29" E	17.72'

CURVE	LENGTH	DETLA	RADIUS	CHORD
C1	198.41'	18°04'38"	628.85	S 13°59'48" W 197.58'
C2	173.67'	18°21'33"	542.00'	N 14°08'15" E 172.93'
C3	163.58'	17°31'07"	535.00'	S 13°43'03" W 162.94'
C4	159.13'	17°22'01"	525.00	N 13°38'30" E 158.52'

EXISTING 30-FOOT
UTILITY EASEMENT
PLAT 23A-349

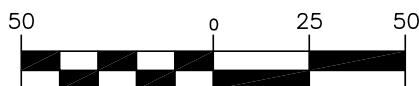
LEGEND

---	EXISTING PROPERTY LINE
---	EXISTING RIGHT OF WAY LINE
---	EXISTING EASEMENT LINE
---	PROPOSED TEMP. CONST. EASEMENT
---	PROPOSED EASEMENT LINE
---	PROPOSED RIGHT OF WAY

AREA CALCULATIONS	SQ. FT.	ACRES
PROPOSED RIGHT OF WAY	4,260	0.10
PROPOSED UTILITY EASEMENT	2,485	0.06
PROPOSED TEMP. CONST. EASEMENT	3,550	0.08

THIS EXHIBIT IS A SKETCH DESCRIPTIVE ONLY OF THE SIZE, SHAPE AND LOCATION OF THE PROPOSED EASEMENTS AND DOES NOT CONSTITUTE A PLAT OR SURVEY OF THE GRANTOR'S PROPERTY.

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



2049 EAST JOYCE BOULEVARD
SUITE 400
FAYETTEVILLE, ARKANSAS 72704
479 527-9100

CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS
RUPPLE ROAD - W. STARRY NIGHT
VIEW - W. MOUNT COMFORT ROAD.

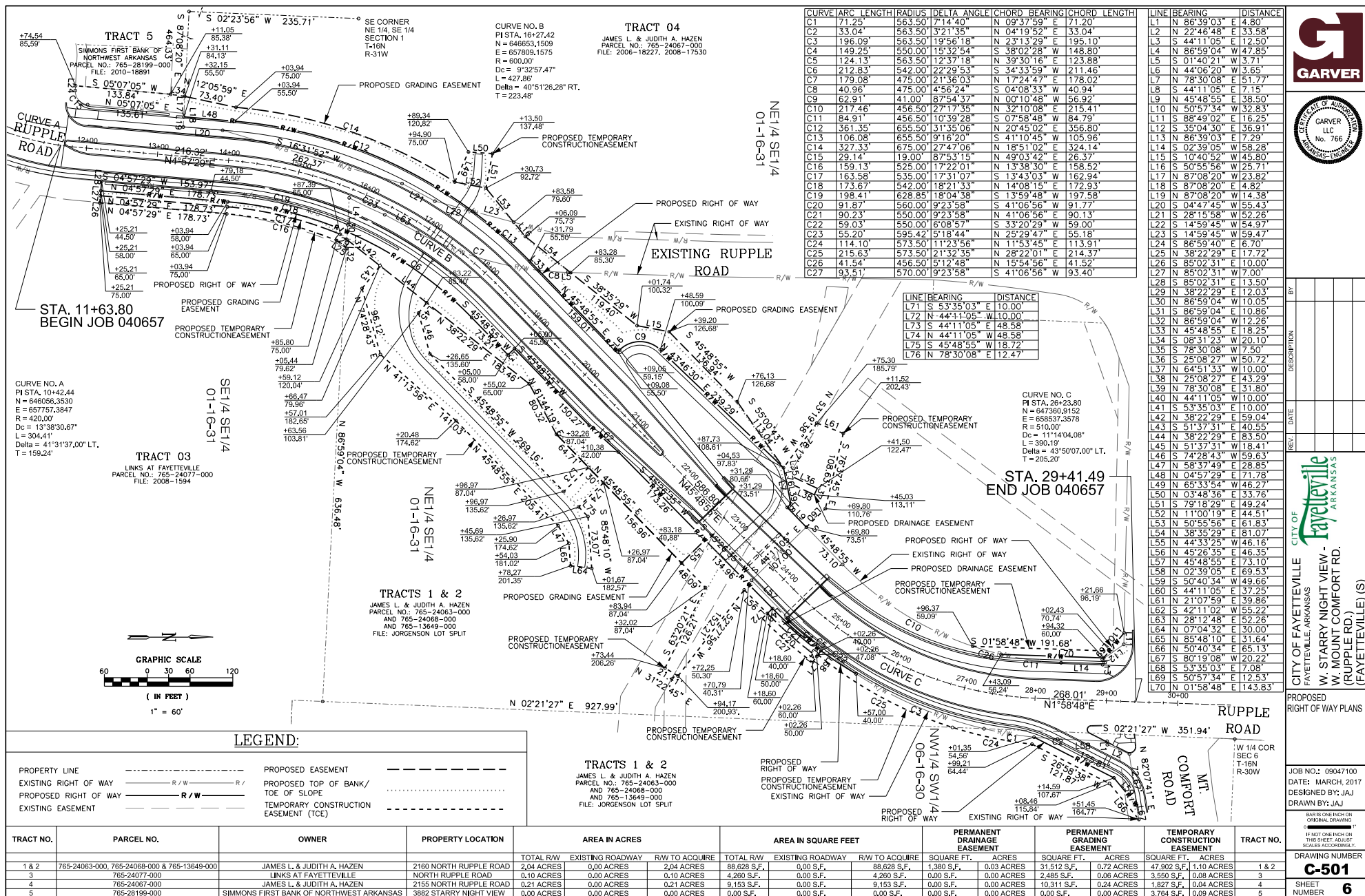


JOB NO.
09047100

DATE
NOV.17, 2016

"EXHIBIT A"

TRACT
3





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0427

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 1

MEYER, SCHERER & ROCKCASTLE, LTD.:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH MEYER, SCHERER & ROCKCASTLE, LTD. AND THE FAYETTEVILLE PUBLIC LIBRARY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE LIBRARY EXPANSION RENOVATION PROJECTS IN THE TOTAL AMOUNT NOT TO EXCEED \$3,770,857.00 WITH THE CITY'S PORTION OF THE FEES NOT TO EXCEED \$2,639,599.90, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$377,086.00

WHEREAS, Fayetteville voters approved the issuance of bonds in the amount of \$26,500,000.00 for the expansion of the Fayetteville Public Library, which will be completed at the same time as the Library's renovation of its existing building; and

WHEREAS, Meyer, Scherer & Rockcastle, Ltd., which was chosen by a selection committee made up of representatives of the City and Library, has estimated that the expansion portion of this project, which will be paid out of the bond proceeds, is 70% of the total, with any remaining costs paid by the Library.

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 authorizes Mayor Jordan to sign a contract with Meyer, Scherer & Rockcastle, Ltd. and the Fayetteville Public Library for professional architectural services for the Library Expansion and Renovation Projects in a total amount not to exceed \$3,770,857.00, with the City's portion of the fees not to exceed \$2,639,599.90, and further approves a project contingency in the amount of \$377,086.00.

City of Fayetteville Staff Review Form

2017-0427

Legistar File ID

8/15/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul A. Becker

7/28/2017

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an agreement for architectural services, procured through RFQ 17-10, between the City of Fayetteville, Fayetteville Public Library and Meyer, Scherer & Rockcastle, Ltd. (MSR), for the City's portion of fees, not to exceed \$2,639,599.90 (70% percent of the contract), and approving a project and contract contingency in the amount of \$377,086.

Budget Impact:

4150.800.9150-5804.00

Library Construction

Account Number

Fund

17007.1

Fayetteville Public Library Expansion

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 26,905,000.00

Funds Obligated \$ -

Current Balance \$ 26,905,000.00

Does item have a cost? Yes

Item Cost \$ 3,016,685.90

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 23,888,314.10

V20140710

Previous Ordinance or Resolution # See below

Original Contract Number:

Approval Date:

Comments: Legistar File# 2017-0394 at the City Council Meeting held 08/01/2017 authorized a budget adjustment in the amount of \$26,905,000 to appropriate proceeds from the 2017 Library Improvement Bonds to fund the Library Improvement Project. Legistar number is hereby referenced due to a final Resolution number not being available on the date of this item. City Fixed Asset# 6398.



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, City of Fayetteville, Chief of Staff
David Johnson, Fayetteville Public Library, Executive Director

FROM: Paul A. Becker, City of Fayetteville, Chief Financial Officer
Stephen Davis, Fayetteville Public Library, Accounting and HR Director

DATE: Friday, July 28, 2017

SUBJECT: Architectural Services for the Fayetteville Public Library Expansion

RECOMMENDATION:

Approval of an agreement for architectural services, procured through RFQ 17-10, between the City of Fayetteville, Fayetteville Public Library and Meyer, Scherer & Rockcastle, Ltd. (MSR), for the City's portion of fees, not to exceed \$2,639,599.90 (70% percent of the contract), and approving a project and contract contingency in the amount of \$377,086.

The total not-to-exceed fee for this contract is \$3,770,857 and will be split between the City of Fayetteville (70% or \$2,639,599.90) and Fayetteville Public Library (30% or 1,131,257.10) based on feedback from MSR indicating the expansion portion of the project is 70% of the overall fee.

On Wednesday, July 26, 2017 the Library Board of Trustees passed a resolution authorizing signatures for 30% of the responsibility of contract fees.

BACKGROUND:

Fayetteville Public Library began the process of evaluating space needs in late 2012 when it became clear that patron experience was being negatively impacted by increased usage of the Blair Library.

The Fayetteville Public Library Board of Trustees completed a Master Plan in August 2013 indicating City of Fayetteville needed an additional 80,000 square feet of library space to serve the needs of the projected city population in 2030.

Subsequent to the completion of the Master Plan, City Hospital property became available for purchase. That purchase was completed on July 5, 2017.

In April 2016, the Board of Trustees authorized seeking debt service and operations & maintenance millages to fund both the construction and equipping of the proposed new space as well as the funding to operate and maintain the existing and new facilities. Fayetteville

voters approved both millage requests in a referendum held August 9, 2016. The referendum authorized \$26.5 million in bonds to be issued for the construction and equipping of an expanded Fayetteville Public Library. The bonds were sold and generated a project fund of \$26.9 million.

DISCUSSION:

The City of Fayetteville Purchasing Division managed the RFQ process of selecting an architectural team to complete the design of the expansion as well as the renovation of the existing Blair Library. The Request for Statements of Qualification (RFQ) was advertised on March 22, 2017 and April 9, 2017 with a submission deadline of May 3, 2017. Four (4) responses were received. Three (3) firms were short listed for interview and the selection committee selected MSR to negotiate an architectural services contract for the expansion and renovation project.

The contract was negotiated among three (3) parties: Meyer, Scherer & Rockcastle (MSR), Fayetteville Public Library and the City of Fayetteville. The City of Fayetteville and Library staff were able to put forth a diligent effort in negotiating the overall fees on the contract, resulting in a substantial savings to the overall project budget.

The contract has these signatories because the City of Fayetteville is administering the project fund of \$26.9 million and Fayetteville Public Library will administer the remaining project expenditures of approximately \$23 million for a combined project in excess of \$49 million. The Fayetteville Public Library Foundation has committed to privately raise ±\$23 million.

BUDGET/STAFF IMPACT:

The 70% responsibility for this architectural contract in addition to the requested project contingency, is a budgeted expense.

ATTACHMENTS:

The contract is composed of the following documents:

- Contract Document
- Appendix A: Scope of Services (last dated 07.26.17)
 - o Exhibit 1: GTS report dated January 2014
 - o Exhibit 2: Bates Survey dated February 2014
- Appendix B: MSR Design Fee and Services Schedule Memorandum
- Appendix C: City's RFQ 17-10
- Appendix D: MSR's Response to RFQ 17-10
- Appendix E: Resolution from Library authorizing the contract



**CITY OF
FAYETTEVILLE
ARKANSAS**

**CONTRACT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES
FOR THE EXPANSION OF THE FAYETTEVILLE PUBLIC LIBRARY
BETWEEN (1) FAYETTEVILLE PUBLIC LIBRARY
(2) MEYER, SCHERER & ROCKCASTLE, LTD., AND
(3) CITY OF FAYETTEVILLE, ARKANSAS**

THIS AGREEMENT is executed this _____ day of _____, 2017, by and between the **Fayetteville Public Library as authorized by the Fayetteville Public Library Board of Trustees** (herein after called FPL or LIBRARY), **Meyer, Scherer & Rockcastle, Ltd.** (hereinafter called ARCHITECT or MSR), and **City of Fayetteville, Arkansas**, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY).

CITY OF FAYETTEVILLE and LIBRARY from time to time require professional ARCHITECTURAL and Engineering services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, CITY OF FAYETTEVILLE, LIBRARY, and ARCHITECT in consideration of their mutual covenants agree as follows:

ARCHITECT shall serve as the professional architectural consultant to the CITY and LIBRARY in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE and LIBRARY during the performance of services defined in the scope of work. All services shall be performed under the direction of a professional architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:

- a. This agreement shall be binding between all parties. Fees for architectural services shall be provided as identified in appendices.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Scope of Services
 - ii. **Appendix B:** MSR Design Fee and Services Schedule Memorandum
 - iii. **Appendix C:** RFQ 17-10, Architectural Services for the Fayetteville Public Library
 - iv. **Appendix D:** MSR's Response to RFQ 17-10
 - v. **Appendix E:** Resolution from the LIBRARY Board of Trustees agreeing to enter into this contract
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY, LIBRARY, and ARCHITECT.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Fayetteville Public Library: Attention: Executive Director, David Johnson, 401 W. Mountain, Fayetteville, AR 72701
- c. MSR: Attention: Jack Poling, 710 South 2nd Street, 8th Floor, Minneapolis, MN, 55401

4. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is **\$3,770,857.00** which include the breakdown shown below. Fees shall be paid to the ARCHITECT as described in Appendix B.
 - i. Basic Services (as defined in Appendix B): **\$3,114,689.00**
 - ii. Additional Services (as defined in Appendix B): **\$467,579.00**
 - iii. Reimbursable Items (as defined in Appendix A and B): **\$188,589.00**
 - iv. Fees set for this project shall not exceed **\$3,770,857.00**. Due to the bond funding nature of this project, all parties agree payment to the ARCHITECT shall be made as follows:
 1. The City shall be responsible for no more than seventy percent (70%) of the fees paid to the ARCHITECT, or **\$2,639,599.90**
 2. The Library shall be responsible for fees above and beyond 70% paid by the City to the ARCHITECT or **\$1,131,257.10**.
 3. Change orders for added scope, if applicable, shall identify which entity, City or Library, will be responsible for fees. The Library shall be financially responsible for design changes made after the approval by City and Library of any aspect of design.
- b. ARCHITECT shall track, log and report hours and expenses directly related to this Agreement along with invoice for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined by Appendix B.
- c. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY or LIBRARY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE or LIBRARY shall advise ARCHITECT in writing of the basis for any disputed portion of any invoice. CITY and LIBRARY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
- d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ARCHITECT's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by ARCHITECT and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S and LIBRARY'S approval and acceptance with the satisfactory completion of professional services for the Project.
- e. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, ARCHITECT shall execute and deliver to CITY OF FAYETTEVILLE and LIBRARY a release of all claims against CITY OF FAYETTEVILLE and LIBRARY arising under or by virtue of this Agreement, except claims which are specifically exempted by ARCHITECT to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE or LIBRARY's claims against ARCHITECT or sureties under this Agreement.

5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the architect will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost or fees.
10. **Insurance:** Architect shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet, the architect shall require the subcontractor to provide the insurance as outlined below. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the architect shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
 - a. Architect shall provide to the City and Library certificates as evidence of the specified insurance within ten (10) calendar days of the date of this agreement and upon each renewal coverage. Both the City and Library shall be listed as additionally insured parties.
 - i. Worker's Compensation: Statutory
 - ii. Employer's Liability: \$500,000 Each Accident
 - iii. Commercial General Liability, Bodily Injury, and Property Damage: \$1,000,000 Combined Single Limit
 - iv. Automobile Liability, Bodily Injury, and Property Damage: \$1,000,000 Combined Single Limit
 - v. Professional Liability Insurance: \$5,000,000 each claim (for ARCHITECT), \$1,000,000 each claim for ARCHITECT's sub consultants
11. **Professional Responsibility:** ARCHITECT will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE or LIBRARY will promptly report to ARCHITECT any defects or suspected defects in services of which CITY OF FAYETTEVILLE or LIBRARY becomes aware, so ARCHITECT can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE and LIBRARY retains all remedies to recover for its damages caused by any negligence of ARCHITECT.
12. **Responsibility of the City of Fayetteville and Library**
 - a. CITY OF FAYETTEVILLE and LIBRARY shall, within a reasonable time, so as not to delay the services of ARCHITECT:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist ARCHITECT by placing at ARCHITECT's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist ARCHITECT in obtaining access to property reasonably necessary for ARCHITECT to perform its services under this Agreement.

- iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by ARCHITECT and render in writing decisions pertaining thereto.
- v. Review all documents and provide written comments to ARCHITECT in a timely manner.
- vi. The City of Fayetteville Facilities Director and Library Representative are the project representatives with respect to the services to be performed under this Agreement. The Facilities Director and Library Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

13. Cost Opinions and Projections: Cost opinions and projections prepared by the ARCHITECT relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating and operating results are based on ARCHITECT's experience, qualifications, and judgment as a design professional. Since ARCHITECT has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ARCHITECT does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ARCHITECT.

14. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE and LIBRARY authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. ARCHITECT will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE and LIBRARY. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as an Appendix.

15. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE and LIBRARY for its convenience, provided that ARCHITECT is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

- i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to ARCHITECT at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ARCHITECT's default.
- d. If termination for default is effected by ARCHITECT, or if termination for convenience is effected by CITY OF FAYETTEVILLE or LIBRARY, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ARCHITECT for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ARCHITECT relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ARCHITECT shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE and LIBRARY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ARCHITECT in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE and LIBRARY may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of ARCHITECT to fulfill contractual obligations, it is determined that ARCHITECT had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE and LIBRARY. In such event, adjustments of the agreement price shall be made as provided in this agreement.

16. Delays

- a. In the event the services of ARCHITECT are suspended or delayed by CITY OF FAYETTEVILLE, LIBRARY or by other events beyond ARCHITECT's reasonable control, ARCHITECT shall be entitled to additional compensation and time for reasonable documented costs incurred by ARCHITECT in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by ARCHITECT, CITY and LIBRARY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

17. Rights and Benefits

- a. ARCHITECT's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and LIBRARY and not for the benefit of any other persons or entities.

18. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE/LIBRARY and ARCHITECT which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE/LIBRARY or ARCHITECT in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute

- i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
- ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ARCHITECT written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
- iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and LIBRARY and ARCHITECT shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of ARCHITECT, Executive Director of LIBRARY and the Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

19. Sufficient Funds: The CITY and LIBRARY represent that they have sufficient funds or the means of obtaining funds to remit payment to ARCHITECT for services rendered by ARCHITECT. **The CITY shall not be liable for funds in excess of the proceeds of the voter approved bond issue.**

20. Publications:

- a. Recognizing the importance of professional development on the part of ARCHITECT's employees and the importance of ARCHITECT's public relations, ARCHITECT may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to ARCHITECT's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ARCHITECT, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of ARCHITECT's activities pertaining to any such publication shall be for ARCHITECT's account.

21. Indemnification:

- a. The CITY requires the ARCHITECT to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE AND LIBRARY for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the ARCHITECT, or their employees, agents, Subcontractors, sub consultant and Suppliers of the ARCHITECT.

22. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE/LIBRARY including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE/LIBRARY. ARCHITECT may retain reproduced copies of drawings and copies of other documents.
- b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ARCHITECT as part of the Services shall become the

property of CITY OF FAYETTEVILLE and LIBRARY when ARCHITECT has been compensated for all Services rendered, provided, however, that ARCHITECT shall have the unrestricted right to their use. ARCHITECT shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ARCHITECT.

- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ARCHITECT makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

23. Additional Responsibilities of ARCHITECT:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY or LIBRARY shall not in any way relieve ARCHITECT of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY or LIBRARY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. ARCHITECT shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ARCHITECT's negligent performance, except beyond the ARCHITECT'S normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. ARCHITECT's obligations under this clause are in addition to ARCHITECT's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE and LIBRARY may have against ARCHITECT for faulty materials, equipment, or work.

24. Audit and Access to Records:

- a. ARCHITECT shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. ARCHITECT shall also maintain the financial information and data used by ARCHITECT in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE AND LIBRARY a copy of the cost summary submitted. CITY OF FAYETTEVILLE, LIBRARY, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ARCHITECT will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or

items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of ARCHITECT;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

25. Covenant Against Contingent Fees:

- a. ARCHITECT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ARCHITECT for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE or LIBRARY shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

26. Gratuities:

- a. If CITY OF FAYETTEVILLE or LIBRARY finds after a notice and hearing that ARCHITECT or any of ARCHITECT's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, LIBRARY, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ARCHITECT terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE or LIBRARY bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against ARCHITECT as it could pursue in the event of a breach of the Agreement by ARCHITECT. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount, as determined by CITY, which shall be not less than three nor more than ten times the costs ARCHITECT incurs in providing any such gratuities to any such officer or employee.

27. Clarification and Understanding of all parties:

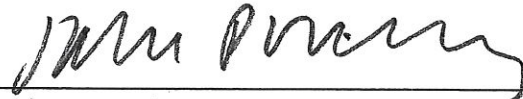
- a. All parties acknowledge the City of Fayetteville's financial contribution is limited to the bond proceeds directly related to this project. As such, the City of Fayetteville hereby becomes a co-signatory Owner on this contract. The specific City role and accounting requirements may further be defined at the time of the Construction Phase cost Guaranteed Maximum Price (GMP) change order.
 - i. All parties agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above language prior to expending proceeds from the bond proceeds for the Fayetteville Public Library Expansion. Expenditure of bond proceeds shall not waive any right under this agreement.
 - ii. All parties agree and acknowledge financial liability for payment of all ARCHITECTURAL fees are the responsibility of the LIBRARY after the CITY has spent all bond related funds for this project, which also includes expenses for a construction manager and related work.
- b. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund a portion of the Fayetteville Public Library Expansion Project.
- c. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.
- d. All parties agree and acknowledge the City of Fayetteville has no further responsibility nor liability for costs or the completion of any construction, design, or other contract concerning the Fayetteville Public Library Expansion beyond the expenditures noted above.
- e. The Fayetteville Public Library Board of Trustees and the Fayetteville Public Library agree to work with the City of Fayetteville to prominently display a bronze or comparable material plaque inside the Fayetteville Public Library's main lobby stating "The Fayetteville Public Library thanks the citizens and taxpayers of Fayetteville for their over \$XX million investment for the *project name and year*". Wording shall be finalized with the LIBRARY and CITY prior to procuring the plaque.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, FAYETTEVILLE PUBLIC LIBRARY through the Fayetteville Public Library Board of Trustees and MEYER, SCHERER & ROCKCASTLE, LTD., by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

MEYER, SCHERER & ROCKCASTLE, LTD.

By:  _____
Jack Poling, President

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

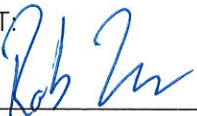
Date Signed: _____

Date Signed: July 27, 2017

FAYETTEVILLE PUBLIC LIBRARY

By:  _____
Hershey Garner, President

Date Signed: 7.27.2017

ATTEST:  _____
By: _____
Rob Qualls, Secretary

Date Signed: 7-27-2017

Library Board of Trustees Resolution approved and dated: 07/26/2017

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

APPENDIX A - SCOPE OF SERVICES
PROFESSIONAL ARCHITECTURAL SERVICES
FOR THE EXPANSION OF THE FAYETTEVILLE PUBLIC LIBRARY

1. General Conditions

- a. MSR and its sub consultants that comprise the project team shall provide Architectural and Engineering services to the City and Library for the design, design development, construction drawings, bidding, construction observation and ancillary services, including services to prepare necessary documents for permitting approval through the Large Scale Development process, necessary to construct a LEED certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and selective renovations to the existing Library.
- b. The bond issue passed by the citizens of Fayetteville identified the expansion be paid by the bond issue (through City). The partial renovation of the existing Library shall be paid by private funds (through the Library).
- c. The Library has completed a Master Plan identifying space needs through 2030. It is intended for the Master Plan to serve as the starting point for architectural services requested in this request for qualifications. The new expansion shall achieve a minimum standard of LEED Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- d. The expansion of the Fayetteville Public Library will be constructed by connecting the existing library and expanding onto the site of the former City Hospital.
- e. The City and Library shall be responsible for asbestos abatement on buildings currently on the old City Hospital site which are intended to be demolished.
- f. The project team, including all engineering and architectural disciplines, are hereby identified as the following:
 - i. **Associate Architect:** Allison + Partners, Inc.
 - ii. **Mechanical, Electrical & Plumbing: Engineers:** MODUS Engineers
 - iii. **Structural Engineering:** Tatum-Smith (TS)
 - iv. **Civil Engineering:** Ecological Design Group, Inc. (EDG)

- v. **Traffic Consultant:** Peters & Associates
- vi. **Seismic Design:** Tatum-Smith (TS)
- vii. **Landscape Architect:** TEN X TEN
- viii. **Lighting Designer:** Mazzetti + GBA
- ix. **LEED Commissioning and Monitoring Consultant:** Viridian
- x. **IT, Audiovisual, & Acoustical Design Consultant:** Sextant Group
- xi. **Interior Designer:** MSR
- xii. **Cost Estimator:** Cost Planning & Management International
- xiii. **Library Planner:** Library Planning Associates
- xiv. **Geotechnical:** GTS, Inc.
- xv. **Surveying:** Bates & Associates, Inc.

2. **City and Library Responsibilities:**

- a. Right of entry to the properties
- b. Adjacent property owner notifications and public meeting notices.
- c. Previous available surveys, reports, etc.
- d. Paying all plan review fees and advertising costs.
- e. Furnishing all permits and providing permit review fees.
- f. Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.

3. **Exclusions:**

- a. For clarification, the proposed scope of services does not include the following but will be considered as extra work as directed by the City in advanced writing for an additional agreed upon amount by the City/Library and MSR:
 - i. Utility relocation design other than water and sewer.
 - ii. Vehicular counts of existing traffic.

4. **Scope of Work**

- a. **Phase 1: Programming**
 - i. Selected firm shall rely on the Library's 2030 Master Plan
 - ii. Comply with City of Fayetteville development, building and fire codes.

- iii. Prepare and submit three (3) sets of spatial plan program of spaces and adjacencies layout for review and approval. Each spatial plan shall include basic information such as sizes, space requirements, workflows, activities and special uses.
- iv. Facilitate meetings with City/Library staff as needed to develop basic components and traffic planning of building program, equipment and materials.

b. Phase 2: Schematic Design

- i. Any design which includes the closing of the block of Rock Street between S School Ave and SW Avenue shall not be pursued without prior approval from the Fayetteville City Council.
- ii. Develop design criteria based on local and national code requirements including Life Safety Concerns, Open Parking Structure, American Disabilities Act and Wind/Seismic Design Criteria.
- iii. Gather information related to existing on site structures which are intended to be demolished and identify LEED design principles that may impact design, cost, and LEED evaluation.
- iv. Evaluation of the site based upon the following criteria:
 - 1. Topography, Utilities, and Environmental Conditions.
 - 2. Interface with surrounding street system.
 - 3. Vehicular and pedestrian ingress/egress.
 - 4. Ability for future parking deck expansion.
 - 5. Passive and active patron safety factors.
 - 6. Impact on neighboring properties.
 - 7. Geotechnical Investigation as it pertains to the current structural system, both for gravity loads and seismic considerations
 - 8. Ability to utilize LEED design principles. In addition, design team to identify potential principles and provide estimated costs for program inclusion consideration.

9. Architectural Design.
 10. Cultural and Historic Factors.
 11. Zoning/Development Regulations.
- v. MSR shall meet and coordinate with all franchise utility companies to obtain an inventory of utilities within the study areas and a written statement regarding the available capacity.
- vi. Public Involvement:
1. The project team shall conduct a total of two full days of public involvement sessions, up to four (4) sessions per day between the hours of 7AM to 8PM. The City and Library will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices.
 - a. Additional public involvement days shall be charged at the rate of \$4,500 per day for coordinated meetings and \$11,000 per day for independent meetings requiring separate travel.
 2. The MSR project team shall assist in preparing all necessary press releases, handouts, questionnaires, and graphic exhibits for the meetings. Public comments shall be recorded, evaluated, and included in a Public Meeting Summary Report by MSR.
 3. Meeting notes of the data collection meetings shall be taken and provided to the LIBRARY and CITY within seven (7) calendar days.
- vii. Review Geotechnical Report which recommends building foundations and paving design for the **expansion** site. MSR shall review the report and alert City/Library of any issues found. MSR shall have the option of accepting and adopting the Geotechnical Report, performed by GTS, Inc., dated 01/19/2014, referencing GTS Project# 13-15165 (Exhibit 1 attached hereto) or obtaining new or supplemental geotechnical reports for the expansion site or the existing library site.

- viii. Review Boundary and Topographical Survey for the expansion site. MSR shall review the report and alert City/Library of any issues found. MSR shall have the option of accepting and adopting the Boundary and Topographical Survey, performed by Bates and Associates, Inc. dated 02/10/2014, (Exhibit 2 attached hereto) or obtaining new or supplemental surveys.
- ix. Conduct Traffic Impact Analysis (TIA) (if required), review TIA report and alert the City/Library of any issues found. Coordinate with civil engineer as related to the design.
- x. Attend coordination meetings with City/Library staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- xi. Facilitate meetings with City/Library staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- xii. The City will provide for review applicable City standards and guidelines for design (Design Criteria Manual, Unified Development Code) and MSR shall provide a design that meets City codes in coordination with the civil engineer.
- xiii. Attend Pre-Development meeting and address points of clarification regarding the project.
- xiv. Coordinate with the CMAR to prepare and submit Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City/Library staff for review and approval. (15% plan review). Also submit necessary documents for Large Scale Development review through the City Planning Office. Components shall include:
 - 1. Site plans, paving layouts, traffic circulation
 - 2. Floor plans, building circulation
 - 3. Exterior elevations, rendering and color palette
 - 4. Critical building sections and details
 - 5. Relevant right of way information such as easements, building set-backs, etc.

- 6. Location of utilities and sizes
- 7. Landscaping and tree protection plans as applicable.
- xv. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
- xvi. Respond in writing to all City/Library comments on plans
- xvii. Coordinate with private utilities and service providers
- xviii. Present plans to the Planning Commission for Large Scale Development approval
- xix. Provide a schematic cost estimate and conceptual project schedule.

c. Phase 3: Design Development

- i. Facilitate meetings with City/Library staff to develop Design Development Documents.
- ii. Coordinate with the CMAR to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:

- 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
- 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
- 3. Exterior elevations, rendering and color palette
- 4. Building sections and details
- 5. Interior elevations, casework and millwork elevations
- 6. Drainage Study and calculations, as required by City
- 7. Report addressing all City's Design Criteria and Code requirements

- iii. Respond in writing to all City comments on plans.
- iv. Facilitate with Construction Manager and City/Library cost-benefit analyses to determine most cost effective construction after evaluation of life-cycle cost impact.

d. Phase 4: Construction Documents

- i. Architect shall assist the Construction Manager at Risk (CMAR) to define and develop all trade bid packages. Those packages shall be reviewed and approved

by the City of Fayetteville and Library representatives prior to being released for the bidding process.

- ii. Prepare complete Construction Documents/Plans and Specifications and submit three (3) sets to City staff, and electronic versions, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses from CMAR.
- iii. Attend follow up meetings with City Development Services and Fire Marshall.
- iv. Complete Platting and record Plat.
- v. Complete final coordination with private utilities and service providers. Coordinate and finalize utility plans.
- vi. Prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:

- 1. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)

- vii. Correct plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- viii. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Phase 5: Bidding Services

- i. Coordinate with CMAR and City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Policies.
- ii. Assist CMAR in providing an electronic set of bid documents to the City Purchasing Division. The City Purchasing Division will be responsible for distribution to all interested parties.
- iii. MSR or designated representative shall be in attendance for the pre-bid meeting and shall be available as needed to finalize addendum documents.

- iv. Coordinate with CMAR and City Purchasing Division during any process involving Request for Information (RFI).
- v. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same manner as other interested parties.
- vi. Bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- vii. Assist with design of Bid Tabulation.
- viii. Prepare Architect's Recommendation of Award Letter that includes the following required content:
 - 1. Check for and identify math errors and any mathematical discrepancies
 - 2. Review for unbalance bid items
 - 3. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including final estimate
 - 4. Explanation of discrepancies between the final estimate and bids. Provide value engineering services as necessary to insure the project is being designed within the established budget.
 - 5. Coordinate with City/Library/CMAR to develop a Value Engineering list as needed at no additional fee.
 - 6. Recommendation to award
- ix. Attend City Council/Library Board of Trustee meeting(s) and make recommendation for award of Contract(s) for Construction.
- x. Produce and transmit to selected contractor electronic versions of project manuals ready for execution with City's Notice of Intent to Award (NOI).

f. Phase 6: Construction Administration

- i. Facilitate Pre-Construction meeting and conduct regular as jointly determined by City/Library, CMAR and Architect construction progress meetings.
- ii. Provide Construction Administration.
 - 1. Review, log and approve submittals, shop drawings, Request for Information etc.

2. Review Construction Materials Testing reports.
 3. Review and approve applications for payment.
 4. Coordinate with CMAR on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
 5. Provide direction for questions and concerns from the Construction Manager in resolution of problems.
- iii. City/Library intends to provide regular construction administration services. Architect shall provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis, as required by project demands, or otherwise needed.
 - iv. Architect's Construction Administrator to conduct a site visit on a mutually determined/scheduled after consultation with the City/Library and Construction Manager, including observation of structural concrete placement, underground piping installation and inspections, structural steel, mechanical/electrical/plumbing cover-up, masonry installation, ceiling cover-ups, roofing, etc.
 1. Provide site visit report to City of Fayetteville Facilities Management Division, CMAR, and Library Representative at least one (1) time per month.
 - v. Conduct Substantial Completion Inspection, coordinate with CMAR to review, supplement and finalize punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
 - vi. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

g. Phase 7: Project Close Out

- i. Provide Warranty Administration Services during the entire Warranty Period. Architect shall issue Warranty Reports and review items after the Contractor has notified the City/Library that these items are complete.
- ii. Provide support services as needed during the project close out process.

- iii. Obtain and review close out submittal from the contractor for completeness before transmitting to the City/Library which include but are not limited to:
 - 1. Contractor's red lines and as-built notes
 - 2. Warranty information
 - 3. Release of Liens
 - 4. Consent of surety
 - 5. Material Safety Data Sheet (MSDS)
 - 6. Operating Manuals
 - 7. Start up and testing reports
 - 8. Building commissioner report
 - 9. Review final as-built drawings for accuracy (as-builts to be provided by CMAR).
- iv. Issue Final Completion and Acceptance letter to the City/Library recommending acceptance.

5. **Consulting Fee Schedule:** Refer to Appendix B

6. **Reimbursable Travel Expenses:**

- a. **Travel expenses:** The CITY and LIBRARY shall reimburse MSR for travel expenses defined below in addition to not to exceed consulting fees:
 - i. Reimbursable expenses are included in Appendix B; however, expenses shall be billed as incurred and detailed itemized receipts shall be provided.
 - ii. All actual and reasonable travel expenses incurred for trips relating to this project, including but not limited to airfare, rental car, lodging, mileage, parking/tolls, and daily per diem expenses as described below:
 - 1. All expense reports shall be properly documented. "Properly documented" means providing scanned copies of receipts, explanations and other information requested. Expenses that are not properly documented will not be reimbursed.
 - 2. **Receipts**

- a. In general: Scanned detailed receipts from third parties are required for all expenditures except mileage and per diem allowance.
- b. For air travel: Boarding passes, ticket stubs or other travel documentation must be submitted. For E-tickets: although there is no ticket stub to turn in, MSR shall submit itineraries and all other documentation provided by the travel agent and airline.
- c. For rental cars: A scanned copy of the final rental contract receipt shall be provided.
- d. All receipts shall clearly indicate: Seller's name/location, date, amount, method of payment, and a detailed description of charges. In those rare cases where a receipt is lost or did not get one, provide the above information along with an explanation of why there is no receipt. If explanations are required, make them on a separate sheet or in a blank space on the receipt. Illegible or altered receipts will not be accepted.

3. **Business Purpose**

- a. Every reimbursable expenditure shall have a business purpose associated with it. For travel related expenses, the nature of the trip will be clearly described on the expense report. All other reimbursable expenses require an explanation of the business purpose or benefit of the expenditure.

4. **Airfare and Related Expenses**: The authorized mode of air travel for this project shall be coach economy class and include appropriate parking fees. The City does not pay any premium or additional charge for first class or other upgraded service.

- a. Air travel reservations must be booked as far in advance as possible in order to be as financially responsible as feasibly possible. In certain rare cases reservations may be made directly with the carrier as a result of flight cancellations and necessary last

minute changes in travel plans. In cases where you directly pay for air fare yourself you must obtain a detailed receipt and submit it for reimbursement along with your credit card voucher or other proof of payment, boarding passes and any ticket stubs. Boarding passes, ticket stubs (unless using an E-ticket), and travel agent's itinerary must be submitted with expense report for all air travel—regardless of whom initially pays the bill.

5. **Rental Cars:** Compact cars should normally be rented for fewer than 4 travelers. Full-size vehicles and vans may only be rented if groups exceeding 3 people or oversize packages must be transported and it is more economical to rent a larger vehicle. Every effort should be made to share rental cars. Cost for renting vehicles above the cost of a compact car, or as outlined above, shall be the responsibility of MSR.
 - a. City will reimburse for normally-priced gasoline put into rental cars.
6. **Ground Transportation:** When renting a car is not more economical, the CITY and LIBRARY will reimburse for the costs of ground transportation, including taxi cabs, shuttle services, bus fares, etc. including up to a 15% tip where appropriate. Cabs in many large cities/airports can provide a detailed machine printed receipt.
7. **Per Diem Allowances:** The standard per diem amount is defined by the IRS. The standard per diem is intended to cover all meals, tips of all kinds, and other incidental expenses. Detailed receipts are not required for per diem allowance.
8. **Lodging:** MSR and project team shall stay in economy hotels/motels when traveling on project business (examples: Comfort Inns, many Holiday Inns, Hampton Inns, Hilton Garden Inns, and other clean newer motel chains, etc.) Lodging at higher priced luxury or resort hotels will not be reimbursed. Many hotels have government rates or special rates available

to guests of the City. MSR shall always attempt to receive any reduced rate.

- a. Only room charges and taxes will be reimbursed for the days that official business is conducted. Charges for personal purchases like health club fees, room service, movies, snack bars, restaurant meals, bar charges, personal items, etc. are not reimbursable. On extended trips, a laundry/dry cleaning allowance of \$10 per week will be reimbursed for travelers on extended trips who have not returned home for over 7 consecutive days.

1915 North Shiloh Drive, Suite 1
Fayetteville, Arkansas 72704
Office: (479) 521-7645

Office Locations: Appendix A - Exhibit 1
Fayetteville, Arkansas
Fort Smith, Arkansas
Tulsa, Oklahoma

GTS, Inc.
Geotechnical & Testing Services

www.gtsinc.cc

January 20, 2014

Fayetteville Public Library
401 West Mountain Street
Fayetteville, Arkansas 72701

Attention: Mr. Stephan Davis

RE: Preliminary Geotechnical Engineering Report
Proposed Fayetteville Public Library Expansion
South School Avenue
Fayetteville, Arkansas
GTS Project No. 13-15165

Dear Mr. Davis:

This report contains the results of the subsurface exploration, laboratory testing and Geotechnical engineering analysis performed for the proposed Fayetteville Public Library Expansion. The subsurface exploration was performed in general accordance with our Proposal No. 113142R for Parcels A and B, where currently accessible.

We understand planning of the evaluated property has not been finalized. The intent of this report is to provide general soil subsurface information and an evaluation of conditions that could negatively or positively impact the future development of the property.

We very much appreciate the opportunity to be of assistance to you in the preliminary planning phase of this project. Please contact us if further explanation is required for portions of the report.

Sincerely,

GTS, Inc.
Geotechnical & Testing Services

Andrew N. Beekman, P.E.
Project Engineer

ATM:ANB

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Andrew T. McClarrinon, P.E.
Arkansas No. 10646

1/19/14



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Appendix A

Boring Location Diagram

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PRELIMINARY GEOTECHNICAL DESIGN INFORMATION

No existing elevation contours or plan finish grades were provided to GTS, Inc. for this project site. Therefore, all depths in this report reference existing grades (i.e. the ground surface at each boring location). GTS, Inc. should be allowed to revise the recommendations contained in this report, if needed, once existing elevations and planned finish grades for this project have been established.

Based on the results of the fourteen sample borings performed at this project site, the geotechnical considerations for development of the project site include the following:

Project Geology

- Site grading has previously been performed at this project site. Existing soil fill was encountered at the surface of the project site, or below existing asphalt and concrete pavements, at Boring B-1, B-2, B-4, B-6, B-7, B-8, B-11 and B-12. The fill was generally observed to depths of 2 feet below existing grades. However, deeper fill depths of between 8 and 13 feet below existing grades were observed in the central and western areas of the project.
- Where encountered, the existing fill consisted predominately of clayey sand with gravel or sandy lean clay with gravel soils. The placement history of the existing soil fill is not known to GTS, Inc. Based on the Standard Penetration Resistance values (N-values) measured for these soils, the soils may have been placed with less compactive effort than standard industry practices dictate. The lowest N-value recorded for the existing fill was 4 blows per foot. This value was recorded at 4 boring locations. Additionally, construction debris, including asphalt and concrete fragments, was observed within the samples obtained from the fill portion of the sample boring locations.
- The native surface soils and soils underlying the existing fill are consistent with soils formed by weathering of the Wedington Sandstone, Fayetteville Shale and Pitkin Limestone Formations. Soils formed by the weathering of these formations typically consist of lean and fat (expansive) clay soils and sandy soils. Additionally, the project site is located in the vicinity of the Fayetteville fault. Therefore, weak zones through collapse or subsidence within or between rock strata are likely at this project site.
- The project site bedrock consisted of shale with occasional sandstone and limestone seams and layers. Softer, more weathered shale material was encountered overlying harder, less weathered shale material at all boring locations. The soft shale material had Standard Penetration Test (SPT) N-values of less than 50 blows per foot and the hard shale material had measured N-values of more than 50 blows per foot. The soft shale material was encountered beginning at depths of 2 to 26 feet below existing grades and the hard shale material was encountered beginning at depths of 5 to 31 feet below existing grades.



Mass Grading

- The mass grading recommendations will be directly affected by the site grading plan chosen for this project.
- If the site-grading plan will mostly require cut depths below existing grades, the undercut depths below plan finish grades to reach stable soils will be lower when compared to a site grading plan matching existing grades or being raised above existing grades.
- Assuming that planned site grading will approximately match existing grades, average undercut depths of approximately two feet should be anticipated for this project site.
- Rock excavation methods are anticipated to be needed to penetrate the hard shale and limestone strata encountered at the boring locations. Table 4 on Page 14 of this report summarizes the depths to the top of hard shale, below existing grades.

Foundations

- It is our opinion that the planned building structures may be supported most economically on deep foundation systems. The deep foundation systems may be designed as straight shaft drilled piers bearing on either soft shale or hard shale material. We recommend that all drilled pier locations bear on similar material.
- Drilled piers bearing a minimum of two (2) feet into hard shale may be designed using a net allowable bearing pressure of 35 kips per square foot (ksf).
- A core barrel will be required to penetrate more competent layers of limestone encountered intermittently within the shale strata.

Floor Slab and Pavement Support Recommendations

- The building floor slabs should be supported on a *minimum* of one (1) foot of newly placed and compacted fill material.
- New pavements may be supported directly and entirely on exposed native soils **or** on a *minimum* of one (1) foot of newly placed and compacted fill material.

PROJECT DESCRIPTION and INFORMATION

It is our understanding that the findings and Geotechnical engineering recommendations provided in this report will be more completely evaluated through performing and evaluating additional boring locations at this site at a later date.

Project Site

The project site is located south of West Rock Street, east of West Avenue, west of South School Avenue and north of West South Street. The project site is approximately 4.3 acres in footprint area.

The project site is currently occupied by several buildings, parking lots and retaining walls. The main existing structure at the project site is the Fayetteville City Hospital and Geriatric Center. Subsurface conditions could not be evaluated below the existing structures at the site for evaluation and inclusion in this preliminary report.

Development

The existing Fayetteville Public Library (FPL) building is being considered for an expansion to the south. The project site is understood to consist of two separate parcels: Parcel A and Parcel B. The general location of these two parcels, as provided to GTS, Inc. by the project architect, is shown below.



It is our understanding that development of these parcels may occur concurrently or at different times. Parcel A is the northern approximately 2.3 acres of the project site and Parcel B is the southern approximately 2.0 acres of the project site.



Development plans for the project site are understood to be preliminary at this time. Preliminary planning for the development of Parcel A includes a three-story concrete parking deck and associated paved drives. Development plans for Parcel B are unknown at this time.

Pavements

Paved parking and drive areas are anticipated by GTS, Inc. to be planned throughout the project site. No traffic design information has been provided to GTS, Inc. for the project, prior to issuance of this report.

Site Grading

No existing elevation contours or plan finish grades were provided to GTS, Inc. for this project site. Therefore, all depths in this report reference existing grades (i.e. the ground surface at each boring location). GTS, Inc. should be allowed to revise the recommendations contained in this report, if needed, once existing elevations and planned finish grades for this project have been established.



SUBSURFACE EXPLORATION and PROCEDURES

The subsurface exploration included drilling and sampling a total of fourteen (14) of a planned fifteen sample borings. One of the requested boring locations in Parcel B is located in a central courtyard surrounded on all sides by an existing structure. This requested boring location was inaccessible to our drilling equipment at the time of the field exploration. The other fourteen boring locations were established in the field by GTS, Inc. The sample boring logs and a general boring location plan are attached to this report in Appendix A.

The borings were drilled with a truck mounted Diedrich D-50 drill rig and a track mounted CME-55 drill rig. Disturbed samples and estimates of the in-situ shear strengths of the soil were obtained using an automatic, hammer-driven split-barrel sampler in general accordance with the Standard Penetration Resistance test procedure. The soil samples obtained in the field were sealed to reduce moisture loss and taken to the laboratory for further examination, testing, and classification.

Field logs were prepared during the sample drilling of the borings. These logs report sampling methods, sampling intervals, soil conditions, groundwater levels, and a visual evaluation of the conditions encountered between soil samples. The final boring logs, included in this report, have been prepared based on the field logs and have been modified, where appropriate, based on a visual classification of each sample by a Geotechnical Engineer and on the results of laboratory testing.

LABORATORY TESTING and PROCEDURES

The soil samples were examined in our laboratory by a geotechnical engineer and classified based on the soil's texture and plasticity, in accordance with the Unified Soil Classification System. The estimated Unified Soil Classification System group symbols are shown on the boring logs.

The laboratory testing was performed by GTS, Inc. in general accordance with the American Society for Testing and Materials (ASTM) test designations shown in Table 1.

Table 1: Laboratory Test Method Designations

Laboratory Test	Test Designation	Method (if applicable)
Moisture Content of Soil and Rock	ASTM D 2216-10	Method A
Visual Classification of Soil Types	ASTM D 2488	
Sieve Analysis	ASTM D 6913	Method A
Atterberg Limits	ASTM D 4318	Method A
USCS Classification	ASTM D 2487	

SUMMARY of SUBSURFACE FINDINGS

Surface

The surface of the boring locations was mostly covered with existing pavement at the time of the subsurface exploration. The surface of Borings B-3, B-4, B-6 and B-8 consisted of 6 to 12 inches of concrete pavement overlying 0 to 3 inches of asphalt pavement with no underlying crushed gravel. The surface of Borings B-1, B-2, B-10, B-11, B-12 and B-13 consisted of 1 to 8 inches of asphalt pavement overlying 0 to 6 inches of concrete pavement and 0 to 3 inches of crushed gravel.

The surface of Borings B-5 and B-7 were grass covered at the time of the subsurface exploration. The rootmat associated with the surface organics was measured to be approximately 4 to 6 inches in thickness, where encountered.

Borings B-9 and B-14 were located in the northern lane of West South Street. The surface of these borings consisted of 2 to 3 inches of asphalt overlying 2 inches of crushed gravel.

Water Measurements

Water observations were made by the drill crew during drilling, at completion of drilling and when possible at 24 hours after completion of drilling. The observations made by the drilling crew are shown at the bottom of each boring log. Table 2 on the following page summarizes water observations made at the building boring locations. Depths shown are in feet below existing grades.

The boring cave-in depths noted on the boring logs represent a loss of soil shear strength in the sides of the boring. This is usually associated with the presence of groundwater and the cave-in depth generally correlates to the surface of the groundwater. Cave-ins were observed in Borings B-12 and B-14 at depths ranging from 20 ½ to 21 feet below existing when the borings were checked for groundwater approximately 24 hours after completion of drilling.

The depths to water are intended as isolated measurements of groundwater levels at the time of drilling. The installation and periodic measurement of monitoring wells would be required to establish seasonal piezometric surfaces below this project site.

Table 2: Water Depth Measurements at Boring Locations

Boring Number	Water Depth Measurements (feet below existing grades)			Overnight Cave-in Depths
	During Drilling	At Completion of Drilling	Approximately One Day after Completion of Drilling	
B-1	19	27	11	n/a
B-2	Dry ²	Dry ²	n/a ³	n/a
B-3	Dry ²	Dry ²	n/a ³	n/a
B-4	Dry ²	Dry ²	n/a ³	n/a
B-5	17 ½	17 ½	n/a ¹	n/a
B-6	Dry ²	Dry ²	n/a ³	n/a
B-7	14 ½	11	10 ½	n/a
B-8	Dry ²	Dry ²	n/a ³	n/a
B-9	2	2	n/a ³	n/a
B-10	Dry ²	Dry ²	n/a ³	n/a
B-11	23 ½	23	11	n/a
B-12	Dry ²	Dry ²	n/a ³	21
B-13	Dry ²	Dry ²	n/a ³	n/a
B-14	Dry ²	Dry ²	n/a ³	20 ½

¹ Shallow free groundwater observations were not recorded at completion of drilling and at 24 hours after completion of drilling due to the introduction of water during the rock coring or wash boring process.

² Dry boreholes, where noted, may have been due to the relatively fast drilling of a shallow boring. The next day reading is a more accurate gauge of groundwater conditions at shallow borings.

³ Next day water level readings were not performed on the last day of a work week, on the last day of the field investigation, or in the vicinity of pedestrian foot traffic. Borings are filled at completion of drilling at these times and at these locations for safety reasons.

Soil Subsurface Conditions

Native soils encountered at this project site were formed by the weathering of the parent Pitkin Limestone, Wedington Sandstone and Fayetteville Shale rock formations. These formations predominately include fissile shale, fine-grained sandstone, siltstone, silty shale, limey sandstone, sandy limestone, conglomeratic limestone and lenses of fossiliferous limestone.

The project site is located in the vicinity of the Fayetteville fault. In areas along the Fayetteville fault where faulting is most complex, weak zones have formed through collapse or subsidence within or between rock strata. These weak zones seem to result from dissolution and collapse of underlying limestone and sandstone. Two of our boring locations encountered weak zones (Borings B-1 and B-2) at depths ranging from 7 to 23 ½ feet below existing grades. Where encountered, the weaker zones of shale were underlain by more competent shale.

Due to the underlying geology of the project site, the subsurface features of the site are complicated. The subsurface soil and rock varied significantly between boring locations in their composition, competency, depths to top of rock, thicknesses of deposits, and shear strengths. Also, sandstone ledges are known to be present in the vicinity of the project site and, although

not encountered in significant thickness at the boring locations, may be present in greater thickness and hardness away from the sample borings.

Existing and Possible Fill Soils

Existing fill was encountered immediately below the existing pavements or below the rootmat at Borings B-1, B-2, B-4, B-6, B-7, B-8, B-9, B-11 and B-12. The existing fill material, where encountered, extended to depths of 2 to 13 feet below existing grades. The depths to the bottom of the existing fill, below existing grades, are shown in Table 3 below.

Table 3: Depth of Existing Fill Soils

Boring No.	Depth of Fill (below existing grades, feet)
B-1	2 to 5*
B-2	2
B-3	n/a
B-4	2
B-5	n/a
B-6	2
B-7	13
B-8	9
B-9	2
B-10	n/a
B-11	8 ½
B-12	8
B-13	n/a
B-14	n/a

*Material determined to possibly be existing fill material was encountered at Boring B-1 between 2 and 5 feet below existing grades.

The fill consisted primarily of brown, orange, gray, tan and red clayey sand with gravel and sandy lean clay with gravel. Silt dressing was encountered within the top 2 to 6 inches of the existing fill material at a few boring locations. The fill material contained shale fragments, chert fragments, sandstone fragments, limestone fragments, fat clay pockets and trace silt pockets. Additionally, construction debris including asphalt and concrete fragments was encountered intermittently within the existing fill material at the boring locations.

The in place shear strength of the existing fill material was low to moderate during drilling and sampling. Standard Penetration Resistance Values (N-values) of 4 blows per foot to 50 blows for 4 inches of penetration were recorded for the fill soils. Generally, the recorded N-values were between 4 and 22 blows per foot. Additionally, the in place shear strengths of the existing fill material varied with depth with lower shear strength soil encountered below higher shear strength soils at some boring locations.

Stratum I – Silty Soils

Sandy silt soils were encountered below surface organics at Boring B-5. These soils had a measured thickness of ¼ foot.

No silty soils were encountered below the existing fill material at any boring location. This indicates that the original ground surface was adequately stripped of organics and “topsoil” before placement of the existing soil fill material.

Stratum II – Sandy, Clayey, Gravelly Soils

A combination of firm to very stiff/loose to very dense lean clay, lean clay with sand, sandy lean clay, sandy lean clay with gravel, fat (expansive) clay with sand and gravel, sandy fat clay, sandy fat clay with gravel, clayey sand, clayey sand with gravel, fine sand and fine sand with gravel soils were encountered below the existing fill material and the Stratum I soils. These soils were formed from the weathering of the Fayetteville Geologic Formation.

This stratum included layers of very poorly to moderately cemented sandstone at Borings B-1, B-7, B-11 and B-13. The shallow layers of sandstone were generally very poorly to poorly cemented, where encountered. The sandstone was encountered at depths ranging from immediately below the surface pavement to depths of 13 feet below existing grades and extended to depths of 6 to 17 ½ feet below existing grades. At Boring B-11, a sandy fat clay seam was encountered within the sandstone layer.

These soils had moderate to high shear strengths at the time of drilling and sampling. N-values of 4 to 82 blows per foot were recorded for the Stratum II soils. The N-values did not consistently increase with depth.

Basal Stratum – Predominatey Shale

The basal stratum at this project site consisted of a combination of sandy, clayey shale; clayey shale with sand; clayey shale; sandy shale; shale with sand and shale. This formation was generally very soft and differentially weathered at the top of the stratum transitioning to hard and slightly weathered with depth. With depth, seams and layers of limey sandstone, limey shale, sandy limestone and limestone were encountered within the shale.

For simplicity, we have classified the basal stratum as soft shale overlying hard shale material. The soft shale material had measured N-values of less than 50 blows per foot while the hard shale material had measured N-values of more than 50 blows per foot. The soft shale material typically consisted of gray, tan, brown and orange sandy, clayey shale; clayey shale with sand; clayey shale and sandy shale. The hard shale material typically consisted of gray and tan sandy

shale and shale. Table 4 below shows the depth to soft shale and hard shale at the boring locations.

Table 4: Depth to Soft Shale and Hard Shale at the Boring Locations

Boring No.	Depth to Soft Shale (feet below existing grades)	Depth to Hard Shale (feet below existing grades)
B-1	11 ½	23 ½
B-2	13 ¾	24
B-3	Not encountered	8 ½
B-4	2	5
B-5	5	18 ½
B-6	5	13
B-7	22 ½	31
B-8	18 ½	22
B-9	2	17
B-10	5 ¾	8 ½
B-11	26	30+
B-12	22	24
B-13	6	9
B-14	4	5 ½

Auger Refusal Depths/Description

Practical auger refusal was encountered above the planned boring depths at a few boring locations between depths of 21 and 22 feet below existing grades. The auger refusal material consisted of seams and layers of limestone and sandy limestone with thicknesses of less than 2 ½ feet.

GEOTECHNICAL ENGINEERING ANALYSIS

Geotechnical Considerations

Presence of Existing Fill Material

Site grading has previously been performed at this project site. Based on the results of the borings, it appears that the central and western portions of the project site were raised at some point during the history of the property to match the other portions of the project site. Existing fill material is present in depths of up to 13 feet at the surface of several boring locations in the central and western portions of the project site.

The fill material generally had low to moderate in-place shear strengths during drilling and sampling. Based on the N-values recorded for these soils during drilling and sampling, portions of the existing fill appear to have been placed with some compactive effort. However, the majority of the fill locations appear to have been placed with compactive effort that is below standard industry construction practices. The lowest N-value recorded for the existing fill was 4 blows per foot and it was recorded at four boring locations. Deleterious material consisting of construction debris, including asphalt and concrete fragments, was encountered intermittently within the existing fill soils at the boring locations.

No organics or silty soils ("topsoil") were encountered below the existing fill material at any of the boring locations. This indicates that the surface silty soils were generally removed from the project site before placement of fill material following standard industry construction practices.

Based on this information, we recommend that all foundation loads be transmitted through the existing fill soils onto suitable native soils or newly placed and compacted fill material placed above native soils. Additionally, we recommend that the existing fill soils do not remain in place within two feet of planned finish subgrade elevations at this project site.

Presence of Expansive Soils

Expansive (fat) clay soils were encountered at a few boring locations. These soils were generally encountered at depths ranging from 1 to 8 feet below existing grades and ranged in thickness from 1 to 4 ½ feet. These soils have a moderate potential for shrink-swell movements. Structures supported directly above these soils, if they are near surface and relatively thick, will move and shift during wet and dry periods of the year.

Due to the intermittent presence of these soils near the surface of the project site, we recommend that the top 2 feet of soil subgrade at this project site consist of newly placed and compacted fill material.

Foundation Recommendations

The planned structures at this site may be supported on a deep foundation system. We recommend that the foundations be designed as straight shaft drilled piers bearing entirely on hard shale material.

Soft shale material was encountered overlying hard shale material at all the building boring locations. The soft shale material had measured N-values of less than 50 blows per foot while the hard shale material had measured N-values of more than 50 blows per foot. The soft shale material typically consisted of brown, gray, tan and orange sandy, clayey shale; clayey shale with sand; clayey shale; sandy shale and shale with sand. The hard shale material typically consisted of gray and tan sandy shale and shale. Table 4 on page 13 provides the depths where soft and hard shale material were encountered at the boring locations.

Drilled piers bearing a minimum of two (2) feet into hard shale material may be sized using a net allowable end bearing pressure of 35 kips per square foot. We recommend that all drilled piers bear on similar material. Therefore, drilled pier should not be terminated in the soft shale formation.

Table 5: Design Parameters for Drilled Pier Foundations

Estimated Depth (Feet Below Existing Grades)	Soil/Rock Description	Moist Unit Weight (pounds per cubic foot)	Net Allowable End Bearing Pressure (psf)	Allowable Skin Friction (psf)	Allowable Passive Pressure (psf/foot of depth)	Angle of Internal Friction (Degree)
Ground Surface to Top of Shale	NEGLECT					
Variable, 2 to 26 (See Table 4)	Soft Shale	125	Not Recommended	1,000	3,500 ²	20°
Variable, 5 to 31 (See Table 4)	Hard Shale	140	35,000 ¹	3,000	20,000 ²	35°

¹The drilled piers should be socketed a minimum depth of two (2) feet into the noted bearing material (hard shale). A minimum length to diameter (L:D) ratio of 3:1 is required for all drilled pier foundations for this project.

²Allowable Passive Pressure shown in the Table above should be modeled as a triangular distribution beginning at the top of shale and increasing by the shown amount of pressure (in psf) per foot of penetration into the rock.

The net allowable bearing pressure and allowable skin friction values were calculated using a factor of safety of 4. The allowable passive pressures were calculated using a factor of safety of 2. No factor of safety has been applied to the shown unit weight estimates and the angle of internal friction estimate.

Drilled Pier Design and Construction Guidelines

All drilled pier excavations should be evaluated for suitable bearing material by a Geotechnical Engineer or his/her representative prior to placement of reinforcing bar and concrete. Additionally, the drilled pier excavations should be cleaned of loose soil/rock, debris, and water prior to reinforcing bar and concrete placement.

Anticipated bearing depths for end bearing straight-shaft piers at the boring locations range from 5 ½ to more than 30 feet below existing grades. These depths should be increased, as needed, to achieve the recommended minimum length to diameter ratio (L:D) of 3:1. We recommend a minimum drilled pier diameter of 18 inches to observation of the pier bottoms and to allow for adequate clean up and water removal.

The concrete used in the drilled piers should have a slump of between 5 and 7 inches to reduce the likelihood of honeycombing within the drilled pier and to provide a positive pressure against the earth formed sides of the pier excavation. Therefore the concrete mix design used in the drilled pier should have a demonstrated history of meeting the specified strength when poured at a higher than normal slump.

Concrete should be placed directly down the center of the drilled pier reinforcing. This can be accomplished with moderate success by inverting the back chute of the concrete redi-mix truck and directing the concrete discharge into the center of the drilled pier reinforcing. The preferred method, however, is to use a tremie pipe to place the concrete to the bottom of the pier excavation.

Temporary casing is anticipated to be required for drilled pier construction if the drilled pier depth is deeper than the seasonal water table or if sandy and/or gravelly soils are encountered during construction.

A rock auger with rock teeth or a core barrel will be needed to penetrate the hard shale material. Additionally, a core barrel will be needed to penetrate seams and layers of sandstone, limy sandstone, sandy limestone, limestone and limy shale within the hard shale material.

Total long-term and differential settlement of foundations, designed and constructed as recommended above, will be on the order of ½ inch in 50 feet (differential) and 1 inch total, or less.



Floor Slab Support Recommendations

The floor slabs should be supported directly on a *minimum* of one (1) foot of newly placed and compacted fill material.

Pavement Support Recommendations

The pavements should be supported on a *minimum* of one (1) foot of newly placed and compacted fill material.

Seismic Site Classification

The subsurface conditions at this project are consistent with at least Site Class D per the International Building Code (IBC), 2009 Edition. The site classification should be more completely evaluated when additional borings are performed at the project site.

SITE GRADING RECOMMENDATIONS

Mass Grading

The mass grading recommendations will be directly affected by the site grading plan chosen for this project. Therefore, this portion of the preliminary report should be reissued as an addendum, once site planning matures.

If the site-grading plan will mostly require cut depths below existing grades, the undercut depths below plan finish grades to reach stable soils will be lower when compared to a site grading plan matching existing grades or being raised above existing grades.

Assuming that planned site grading will approximately match existing grades, average undercut depths of approximately two feet should be anticipated for this project site.

Fill Placement

Lifts of fill material required to reach plan finish subgrade elevations should be composed of Geotechnical Engineer approved fill material and placed per the specifications shown in this report. Fill should be placed in near horizontal lifts beginning in areas requiring the deepest amount of fill. The fill should be benched into the native soils each lift. Fill should not be placed on frozen, saturated or unstable soils without the approval of a Geotechnical Engineer.

Re-Use of On-Site Soils as Fill

Existing fill soils may be reused as fill material within 2 feet of plan finish subgrade elevations provided that the existing fill material is largely free of deleterious material and meets the requirements provided in the Geotechnical Report Requirements and Specifications section of this report. The contractor should anticipate that these soils will require drying, however, prior to reuse.

On-site sandy lean clay and clayey sand with gravel soils may be reused as fill material up to plan finish subgrade elevations provided that the material meets the requirements provided in the Geotechnical Report Requirements and Specifications section of this report.

Soft and hard shale may be reused as fill material up to plan finish subgrade elevations.

Existing asphalt and concrete pavements may be reused as fill material up to plan finish subgrade elevations provided that the asphalt and concrete are broken into pieces no greater than 3 inches in any dimension.



Rock Excavation Potential

Unless site grades are lowered significantly below existing grades, and greater than 5 feet, rock excavation methods are not anticipated to be required during mass grading of the project site.

Due to the confined nature of trench and drilled pier excavations, rock excavation techniques are likely to be required to penetrate hard shale, limestone and sandstone. Depths to the top of hard shale are shown in Table 4, Page 14 of this report. Rock excavation methods are not anticipated to be required above the top of hard shale depths, based on the results of the borings.

PAVEMENTS

Pavement Support Recommendations

The pavements should be supported directly on a *minimum* of one (1) foot of newly placed and compacted fill material.

Pavement Design Recommendations

No pavement loading design guidance has been provided to GTS, Inc. by the design team. Therefore the pavement sections provided in this report are based on an assumed Equivalent Single Axle Loading (ESAL) of 50,000 for lightly loaded (car and passenger truck) pavement sections and 200,000 for heavy-duty pavement sections. A factor of 1.5 was used to convert flexible ESALs to rigid pavement ESALs. These assumptions should be evaluated by the design team as project planning matures.

Pavement design recommendations assume rapid drainage away from the pavement section will be provided during and after construction.

Based on a design CBR value of 8 for the pavement subgrade soils, the following pavement sections are recommended:

Table 6: Flexible Pavement Section Recommendations

Flexible Pavement Section:	Asphalt Surface Course	Class 7 or 8 Base Course	Design Traffic
Light-Duty	2"	7"	Car traffic only
Heavy-Duty³	3"¹	6"	Drive Aisles
<i>Specification</i>	<i>Section 407-1² PG 64-22 75 Gyrations</i>	<i>Section 303²</i>	

¹ The surface course is recommended to be placed in two, approximately equal lifts.

² Standard Specification for Highway Construction, Arkansas State Highway and Transportation Department, Edition of 2003. Alternatively, Edition 1996 may be used for Type 2 Marshall Asphalt Mixtures.

³ Dumpster pad area and entrance radii are recommended to be rigid pavement (Table 7).

Table 7: Jointed, Plain Unreinforced Rigid Pavement Section Recommendations

Rigid Pavement Section:	Portland Cement Concrete Pavement	Class 7 or 8 Base Course	Design Traffic
Light-Duty	5 ½"	4"	Car traffic only
Heavy-Duty	7"	4"	Truck Traffic
Dumpster Pad, Entrance Radii	8"	4"	
<i>Specification</i>	<i>Section 501¹</i>	<i>Section 303¹</i>	

¹ Standard Specification for Highway Construction, Arkansas State Highway and Transportation Department, Edition of 2003.

GEOTECHNICAL REPORT REQUIREMENTS and SPECIFICATIONS

Unless otherwise stated, the recommendations contained in this report are based on Table 8 and Table 9, and the underlying paragraphs.

Table 8: Recommended Soil Compaction

Type of Material	Moisture-Density Specification	Minimum Dry Density (percentage of proctor)	Range from Optimum Moisture Content (%)
Soil Fill Material – Building Footprint	ASTM D-698 (Standard Proctor)	98	-3 to +3
Soil Fill Material – Pavement Areas and Foundation Trench Backfill	ASTM D-698 (Standard Proctor)	95	-3 to +3
Class 7 or 8 Base Course	ASTM D-1557 (Modified Proctor)	95	n/a

Table 9: General Fill, Select Fill Summary

Type of Soil Fill	Location/Use	Maximum LL	Maximum PL	USCS Classifications
Select	Top 1 foot of Building and Pavement Subgrade	40 ^A	20 ^A	GM, GC, GP, SP, SC
General	All Other Areas and Depths Requiring Soil Fill in Building and Pavement Areas	45 ^B	25 ^B	GM, GC, GP, SP, SC, CL

^A Plasticity requirements may be waived provided that the fill has a minimum of 65% retained on the No. 200 sieve.

^B Plasticity requirements may be waived provided that the fill has a minimum of 50% retained on the No. 200 sieve.

With the exception of Geotechnical Engineer approved bridging lifts, fill needed for site grading should be placed in loose lifts not exceeding 9 inches in thickness (compacted lift thickness of approximately 6 to 7 inches). We recommend the fill be tested for density every lift during site grading, with a minimum of one test every 2,500 square feet of building area and 10,000 square feet of pavement area.



The recommended moisture content and compaction of the fill should be maintained until fills are completed and floor slabs and pavements are constructed.

Design and construction plans should provide for rapid, positive drainage away from the building and pavement areas both during construction and at completion of the project, including any planned irrigation lines.



GEOTECHNICAL REPORT LIMITATIONS

The recommendations contained in this report are based on our interpretation of subsurface conditions encountered at discrete boring locations. Variations between the subsurface conditions anticipated in this report and actual project site conditions may occur away from the boring locations.

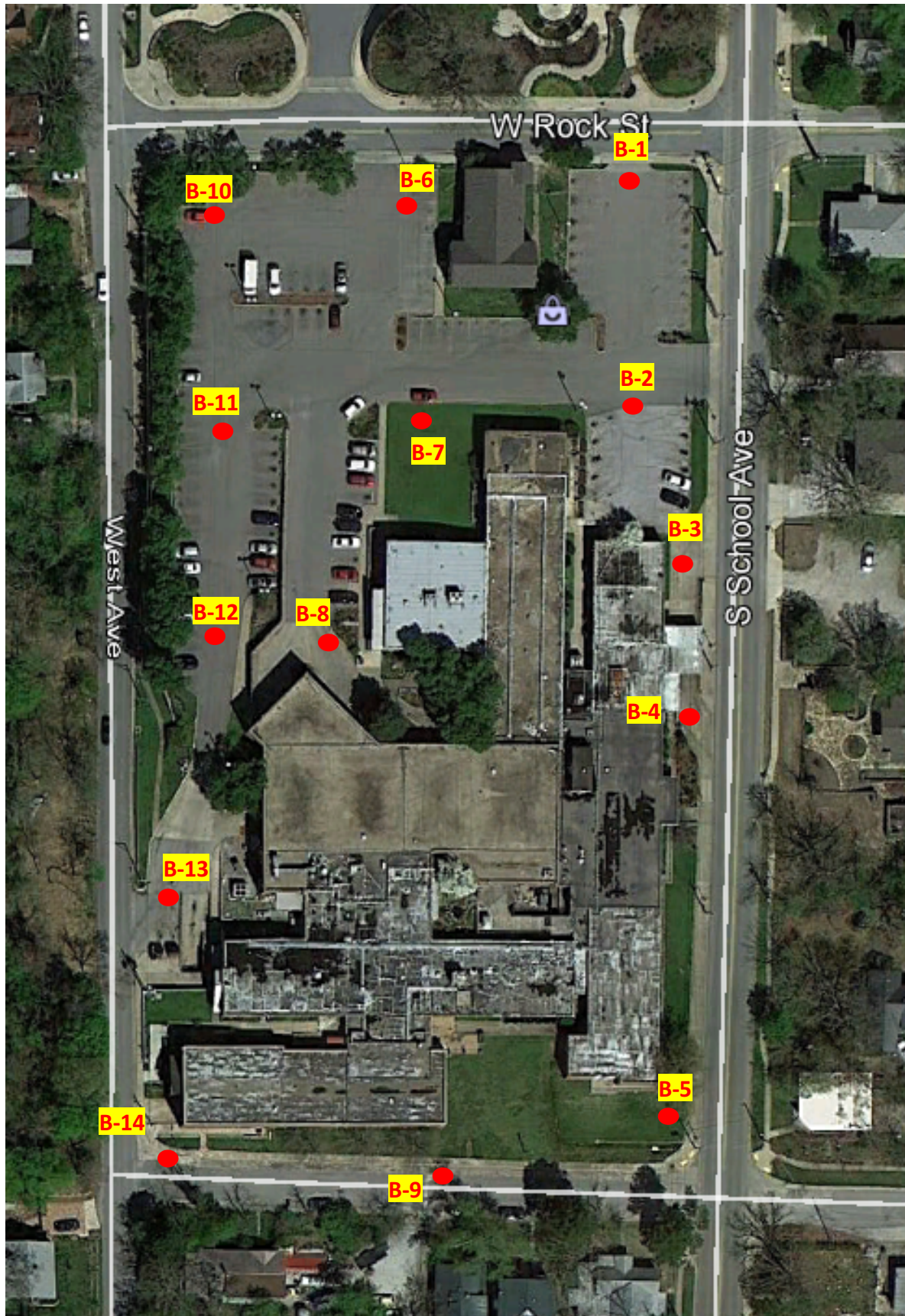
If significant differences between the findings of the borings and site conditions are observed, GTS, Inc. should be contacted to assess the variation and, if necessary, reevaluate the recommendations contained in this report.

In addition, the involvement of GTS, Inc. during site grading, foundation/floor slab, and pavement construction is encouraged to note differences between site conditions and anticipated conditions.

ENVIRONMENTAL EXCLUSION

A Geotechnical Engineering report assesses the engineering properties of soil and rock. No environmental assessment of a project site is performed during a geotechnical exploration. If the owner is concerned about the potential for environmental hazards at the project site, other studies should be undertaken.

Appendix A: Boring Location Diagram and Boring Logs



13-15165 Boring Location Diagram: Planned Fayetteville Public Library Expansion

LOG OF BORING NO.B-1

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
								LAB. COHESION, TSF ▲				
								WATER CONTENT, % ●				
					Surface Description=Asphalt Pavement			0.4	0.8	1.2	1.6	
								PL	LL			
								20	40	60	80	
0					ASPHALT = 1"							
					CONCRETE = 6"							
		1	12		FILL- Predominantly clayey sand with trace gravel							4
					loose, tan, gray, orange and brown with sandstone fragments							
2.5		2	5		POSSIBLE FILL - predominately clayey sand with gravel							6
					loose, brown, tan and gray with sandstone fragments							
		3	12									7
5					SANDSTONE							
		4	14		very poorly to moderately cemented, fine grained with brown, tan, and orange clayey sand pockets							12
7.5												
		5	12		SANDY LEAN CLAY, with trace gravel very stiff, mottled light gray and red, with sandstone fragments and seams	CL					■	30
10												
					SHALE							
					soft, extremely weathered, tan and gray with orange and brown stains and trace sandstone seams							
12.5												
		6	17									50/5"
15												
					SANDSTONE/SHALE							
17.5												

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: 19

DATE: 12/24/2013

AT COMPLETION: 27

RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: 11



LOG OF BORING NO.B-1

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT		
								LAB. COHESION, TSF ▲						
								0.4 0.8 1.2 1.6						
								WATER CONTENT, % ●						
PL ————— LL								20 40 60 80						
					hard, moderately cemented, tan and brown									
			7	18										36
20					CLAYEY SHALE, with sand very soft, extremely and differentially weathered, gray, orange, tan, and brown									
22.5														
			8	9	SHALE hard, slightly weathered, gray									50/3"
25														
27.5														
			9	5										50/5"
30					BOTTOM OF BORING AT 30 FEET									
32.5														
35														

LOG OF BORING NO.B-2

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT		
								LAB. COHESION, TSF ▲						
								0.4	0.8	1.2	1.6			
								WATER CONTENT, % ●						
								PL				LL		
								20	40	60	80			
0					Surface Description=Asphalt Pavement									
					ASPHALT = 7"									
			1	4	FILL-Predominately clayey sand, loose, orange and brown									4
2.5			2	18	FINE SAND, with trace gravel loose, fine grained, tan and orange with sandstone fragments	SP								6
			3	6										4
5			4	11	CLAYEY SAND, with gravel loose, tan, orange, and brown with sandstone fragments, wet	SC								4
7.5														
			5	16	SANDY FAT CLAY, with gravel very stiff, mottled light gray and red with sandstone fragments {residual shale structure}	CH				■				11
10														
12.5			6	18	SANDY LEAN CLAY very stiff, light gray, orange, tan, and brown with sandstone fragments and trace rootlets	CL								
					SANDY SHALE very soft, extremely weathered, gray, orange, tan, and brown						■			35
15														
17.5					- becomes soft and highly weathered beneath 17 Feet									

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry

DATE: 12/26/13

AT COMPLETION: Dry

RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-2

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								0,4 0,8 1,2 1,6					
								WATER CONTENT, % ●					
								PL	20 40 60 80		LL		
20			7	17									47
22.5													
25			8	16	SHALE Hard, Slightly Weathered, Gray								30/6" 50/5"
27.5													
30			9	5									50/5"

LOG OF BORING NO.B-3

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
					Surface Description=Concrete Pavement			0.4	0.8	1.2	1.6		
								PL ————— LL					
								20	40	60	80		
0					CONCRETE = 12"								
		1	14		<u>SANDY FAT CLAY</u> very stiff, mottled gray and red with orange fine sand pockets	CH				■		8	
2.5		2	14		<u>SANDY LEAN CLAY</u> , with gravel very stiff, gray, orange, red, and tan with sandstone seams and fragments {residual shale structure}	CL						19	
		3	18		<u>CLAYEY SAND</u> , with gravel dense, tan, gray and orange with sandstone seams and fragments {residual shale structure}	SC						34	
5		4	18		- becomes very dense below 5 feet								82
													
7.5													
		5	10		<u>SANDY SHALE</u> soft to hard, extremely weathered, tan							50/4"	
10													
													
12.5													
		6	4		<u>LIMEY SANDSTONE LAYER</u> = 6" well cemented, gray and tan, fine grained							50/4"	
15					<u>SANDY SHALE</u> soft, highly weathered, gray with orange and tan stains and calcareous deposits throughout								
													
17.5													

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry



DATE: 12/27/13

AT COMPLETION: Dry



RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-3

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT	
								LAB. COHESION, TSF ▲						
								0.4	0.8	1.2	1.6			
								WATER CONTENT, % ●						
								PL ————— LL						
								20	40	60	80			
			7	18										52
20														
22.5														
			8	9	SHALE hard, gray, slightly weathered									50/3"
25														
27.5														
			9	15										50/3"
30					BOTTOM OF BORING AT 30 FEET									
32.5														
35														

LOG OF BORING NO.B-4

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
					Surface Description=Concrete Pavement			0.4	0.8	1.2	1.6		
					CONCRETE = 6"								
			1	4	FILL = 1" predominately clay ASPHALT = 3"			●					50/4"
2.5			2	6	FILL - predominately sandy gravel very dense, gray and tan with sandstone, shale and asphalt fragments SANDY SHALE			●					61
			3	10	soft, extremely weathered, gray, tan, and orange SHALE, with Sand			●					50/5"
5			4	2	soft to hard, differentially weathered, gray, tan, and orange with sand partings SHALE			●					50/2"
					hard, highly weathered, gray and tan with trace sand partings								
7.5					- crunchy seam between 7½ and 8 feet								
			5	10				●					50/4"
10													
12.5													
			6	8				●					50/2"
15													
17.5					- crunchy seam between 17½ and 18								

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry



DATE: 1/2/2014

AT COMPLETION: Dry



RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-4

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF				BLOWS PER FT	
								LAB. COHESION, TSF					
								WATER CONTENT, %					
								PL LL					
								0.4	0.8	1.2	1.6		
20			7	8	feet - becomes hard, slightly weathered and gray below 18 feet								50/2"
22.5													
			8	5									50/5"
25													
27.5													
			9	4								50/4"	
30					BOTTOM OF BORING AT 30 FEET								
32.5													
35													

LOG OF BORING NO.B-5

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
								LAB. COHESION, TSF ▲				
								WATER CONTENT, % ●				
					Surface Description=Grass Cover Rootmat = 4"			0.4	0.8	1.2	1.6	
								PL	LL			
								20	40	60	80	
0					<u>SANDY SILT</u> very loose, dark brown with organics	ML						
		1	18		<u>CLAYEY SAND</u> , with trace gravel very loose, orange, brown, gray with very poorly cemented sandstone fragments and organics	SC						3
2.5		2	12		- soft, extremely weathered shale seams appear below 2 feet							
		3	18		<u>FAT CLAY</u> , with sand and gravel very stiff, mottled light gray and red with very poorly cemented sandstone fragments	CH						14
5		4	18		- {residual shale structure} appears below 4½ feet							33
					<u>CLAYEY SHALE</u> , with sand very soft to soft, extremely weathered, gray, orange, and tan with trace organics							
7.5					- sand partings appear below 7 feet							
		5	18									37
10												
12.5												
		6	18		<u>SANDY SHALE</u> very soft to soft, extremely weathered, gray, orange, and tan with sand partings							49
15												
17.5												

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: 17.5

DATE: 1/2/2014

AT COMPLETION: 17.5

RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A

LOG OF BORING NO.B-5

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								0.4 0.8 1.2 1.6					
								WATER CONTENT, % ●					
PL								LL					
20 40 60 80													
					- crunchy seam between 18 and 18½ feet								
20			7	5	SHALE hard, slightly weathered, gray			●					50/5"
					LIMEY SHALE								
			8	1	hard, slightly weathered, gray								50/1"
					SANDY LIMESTONE								
22.5					hard, dark gray with orange stains, fossiliferous								
					LIMEY SHALE								
					hard, slightly weathered, dark gray								
25					SHALE								
					hard, slightly weathered, dark gray								
					50% RECOVERY								
					33% RQD								
27.5					- light gray limestone seams and inclusions appear below 26 feet								
					75% RECOVERY								
					75% RQD								
30					AUGER REFUSAL AT 21 FEET BOTTOM OF BORING AT 30 FEET								
32.5													
35													

LOG OF BORING NO.B-6

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■ LAB. COHESION, TSF ▲				BLOWS PER FT
							0.4	0.8	1.2	1.6	
				Surface Description=Concrete Pavement			WATER CONTENT, % ●				
				CONCRETE = 8"			PL ----- LL				
				ASPHALT = 2"			20 40 60 80				
0		1	12	FILL - predominantly sandstone fragments			●				22
2.5		2	8	medium dense, tan SANDY LEAN CLAY, with trace gravel very stiff, orange and red with sandstone fragments	CL			●			10
5		3	17	SANDY LEAN CLAY very stiff, gray, red, tan, and orange {residual shale structure}	CL			●			17
7.5		4	16	SANDY SHALE very soft, highly weathered, tan and gray with orange stains				●			34
10		5	9	- becomes soft to hard below 8 feet				●			50/3"
12.5		6	5	- becomes hard, slightly weathered, gray and tan below 13 feet				●			50/5"
15											
17.5											

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry

DATE: 12/30/13

AT COMPLETION: Dry

RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-6

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT			
								LAB. COHESION, TSF ▲							
								WATER CONTENT, % ●							
								PL	20	40	60	80	LL		
20			7	3											50/3"
22.5					LIMEY SANDSTONE hard, gray, fine grained										
					SHALE hard, slightly weathered, gray										
25			8	5											50/5"
27.5															
30			9	11											50/5"
					BOTTOM OF BORING AT 30 FEET										
32.5															
35															

LOG OF BORING NO.B-7

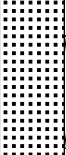
Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT		
								LAB. COHESION, TSF ▲						
								WATER CONTENT, % ●						
					Surface Description=Grass Cover Rootmat = 6"			0.4	0.8	1.2	1.6			
								PL	LL					
								20	40	60	80			
0					FILL - 6 inches of silt overlying predominately sandy lean clay with gravel loose, dark brown, tan, brown, orange, red and gray with fat clay pockets, sandstone fragments and chert fragments - becomes medium dense below 2 feet - becomes loose and moist below 3½ feet								6	
2.5		1	12										15	
		2	16											6
5		3	13											6
		4	8											4
7.5					- becomes predominately red, gray, brown and orange clayey sand with trace sandstone fragments below 8 feet									
		5	9											
10														
12.5														
					SANDSTONE very poorly cemented, fine grained, tan and orange								7	
15		6	7											
17.5					FAT CLAY, with sand and gravel									

COMPLETION DEPTH: 40 ft.

DEPTH TO WATER: DURING DRILLING: 14.5



DATE: 12/30/2013

AT COMPLETION: 11



RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: 10.5



LOG OF BORING NO.B-7

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
								0.4	0.8	1.2	1.6		
								PL	LL				
								20	40	60	80		
										</			

LOG OF BORING NO.B-7

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								0.4 0.8 1.2 1.6					
								WATER CONTENT, % ●					
								PL			LL		
								20	40	60	80		
37.5					- limestone seams appear below 38 feet								50/1"
			11	1									
40					BOTTOM OF BORING AT 40 FEET								
42.5													
45													
47.5													
50													
52.5													
55													

LOG OF BORING NO.B-8

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT	
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
								0.4	0.8	1.2	1.6		
								PL ————— LL					
								20	40	60	80		
0					Surface Description=Concrete Pavement								
					CONCRETE = 8"								
			1	18	FILL - predominately sandy lean clay with gravel medium dense, dark gray and brown with sandstone fragments, silt pockets and fat clay pockets - becomes loose and moist below 2 feet - construction debris (concrete fragments) appear below 3½ feet - becomes medium dense below 5 feet - becomes predominately silty sand with construction debris below 7 feet							10	
2.5			2	16									4
			3	1									7
5			4	12									13
7.5													
			5	12	CLAYEY SAND, with trace gravel medium dense, brown and orange with sandstone fragments	SC						14	
10													
12.5					SANDY LEAN CLAY very stiff, gray, red, and tan {residual shale structure}								
			6	18								15	
15													
17.5													

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry



DATE: 12/28/2013

AT COMPLETION: Dry



RIG: Truck-Mounted, Diedrich D-50, Auto-Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-8

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
								PL ————— LL					
								0.4	0.8	1.2	1.6		
								20	40	60	80		
										</			

LOG OF BORING NO.B-9

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT	
								LAB. COHESION, TSF ▲						
								0.4	0.8	1.2	1.6			
								WATER CONTENT, % ●						
								PL					LL	
								20	40	60	80			
0					Surface Description=Asphalt Pavement									
						ASPHALT = 2"								
						CRUSHED GRAVEL = 2"								
			1	16	FILL - predominately clayey gravel with sand									16
						medium dense, tan with shale and sandstone fragments								
2.5				2	17	SANDY, CLAYEY SHALE								65
					very soft to soft, highly weathered, tan, gray and orange									
				3	18								67	
5						SANDY SHALE								
			4	18	very soft, extremely weathered, brown, tan and gray with sandstone seams								84	
7.5														
														
				5	1	- becomes soft, highly weathered, tan and gray with orange staining below 8 feet							52	
10														
														
12.5														
														
				6	18								42	
15														
														
17.5						- becomes hard, slightly weathered and gray below 17 feet								

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: 2



DATE: 1/15/2014

AT COMPLETION: 2



RIG: CME-75, Truck Mounted, Cat-Head Assisted Safety Hammer

AT 24 HOURS: N/A



LOG OF BORING NO.B-9

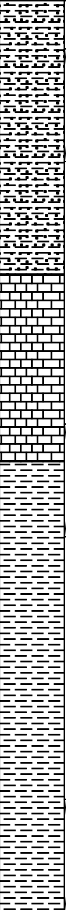
Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT	
								LAB. COHESION, TSF ▲						
								WATER CONTENT, % ●						
								PL ————— LL						
								0.4	0.8	1.2	1.6			
								20	40	60	80			
20		7	16										47/6" 50/4"	
22.5					<u>LIMESTONE / LIMEY SANDSTONE LAYER</u> hard, light gray with trace shale seams									
		8	1	<u>SHALE</u> hard, slightly weathered, gray									50/1"	
25														
27.5														
		9	4										50/4"	
30					BOTTOM OF BORING AT 30 FEET									
32.5														
35														

LOG OF BORING NO.B-10

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
								LAB. COHESION, TSF ▲				
								WATER CONTENT, % ●				
					Surface Description=Asphalt Pavement			0.4	0.8	1.2	1.6	
								PL	LL			
								20	40	60	80	
0					ASPHALT = 8"							
					CONCRETE = 1"	CL						
		1	18	LEAN CLAY								
					firm, orange and gray	CL						
					SANDY LEAN CLAY							
2.5		2	18		very stiff, light gray, orange, and tan, residual shale structure							
					FAT CLAY	CH						
		3	18		firm, red and tan with rootlets {residual shale structure}							
5					SANDY CLAYEY SHALE							
		4	16		very soft, extremely weathered, light gray, orange, tan, and red							
					SHALE							
					very soft to soft, highly weathered, gray and tan							
7.5												
		5	11		- becomes hard below 8½ feet							
10												
12.5												
		6	8									
15												
17.5												

COMPLETION DEPTH: 30 ft.

DATE: 1/9/2014

RIG: Truck Mounted, CME-75, Cathead

DEPTH TO WATER: DURING DRILLING: Dry

AT COMPLETION: Dry

AT 24 HOURS: N/A



LOG OF BORING NO.B-10

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								0.4	0.8	1.2	1.6		
								WATER CONTENT, % ●					
								PL ————— LL					
								20	40	60	80		
					- hard crunchy layer between 26 and 26½ feet								50/3"
			7	1									
20													
22.5													
			8	0								50/2"	
25													
27.5													
			9	11						50/4"			
30					BOTTOM OF BORING AT 30 FEET								
32.5													
35													

LOG OF BORING NO.B-11

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■				BLOWS PER FT
								LAB. COHESION, TSF ▲				
								WATER CONTENT, % ●				
					Surface Description=Asphalt Pavement			0.4	0.8	1.2	1.6	
								PL ----- LL				
								20	40	60	80	
0					ASPHALT = 1"							
					CONCRETE = 5"							
		1	14		CRUSHED GRAVEL = 2"							6
					FILL - predominantly gravelly lean clay with sand							
2.5		2	10		loose, brown with chert fragments, wet							6
					- becomes moist below 2 feet							
		3	0									11
5					- becomes medium dense, gray and brown with shale and sandstone fragments appearing below 4½ feet							8
		4	11									
7.5												
		5	8		CLAYEY SHALE, with sand very soft, extremely to differentially weathered, light gray, orange, tan, and red with trace sand pockets							7
10												
												
12.5												
		6	8		SANDSTONE poorly cemented, orange	CH						31
15					SANDY FAT CLAY light gray and orange							
					SANDSTONE poorly cemented, red							
17.5					LEAN CLAY, with sand firm, tan, gray, orange, and red with trace sand pockets, wet							

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: 23.5 Feet

DATE: 1/9/2014

AT COMPLETION: 23

RIG: CME-75, Truck Mounted, Cat Head

AT 24 HOURS: 11 Feet

LOG OF BORING NO.B-11Fayetteville Public Library Expansion
Fayetteville, Arkansas

Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
								0.4	0.8	1.2	1.6		
								PL ----- LL					
								20	40	60	80		
			7	18		CL			■				8
20													
					CLAYEY SAND, with gravel medium dense to dense, light gray, orange, tan, and brown with sandstone fragments								
22.5													
			8	14		SC							37
25													
					SANDY CLAYEY SHALE, with gravel very soft, extremely weathered, moist, orange, gray, red, and tan with sandstone fragments								
27.5													
			9	13	SANDY SHALE soft to hard, highly weathered, gray and tan with orange stains between layers BOTTOM OF BORING AT 30 FEET								59
30													
32.5													
35													

LOG OF BORING NO.B-12

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT	
								LAB. COHESION, TSF ▲						
								0.4	0.8	1.2	1.6			
								WATER CONTENT, % ●						
								PL					LL	
								20	40	60	80			
0					Surface Description=Asphalt Pavement									
					ASPHALT = 3"									
					CRUSHED GRAVEL = 3"									
		1	18		FILL - predominantly sandy lean clay with gravel									8
2.5		2	13		medium dense, brown and red, with shale fragments and limestone fragments									
					-sandstone and chert fragments below 2 feet									
		3	10											20
5					-concrete fragments appear below 5 feet									
		4	10											7
7.5														
					FINE SAND, with gravel									
		5	8		medium dense, tan, with sandstone fragments									15
10														
12.5						SP								
		6	7											11
15														
17.5					CLAYEY SAND, with gravel									

COMPLETION DEPTH: 30 ft.

DEPTH TO WATER: DURING DRILLING: Dry



DATE: 1/11/2014

AT COMPLETION: Dry



RIG: CME-75, Truck Mounted, Cat Head

AT 24 HOURS: N/A



Fayetteville Public Library Expansion

Fayetteville, Arkansas



Location: See Attached Boring Diagram

Page 2 of 2

LOG OF BORING NO.B-13

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■ LAB. COHESION, TSF ▲ 0.4 0.8 1.2 1.6 WATER CONTENT, % • PL ----- LL 20 40 60 80					BLOWS PER FT
0				Surface Description=Asphalt Pavement								
				ASPHALT = 2"								
				CRUSHED GRAVEL = 3"								
		1	3	SANDSTONE poorly to moderately cemented, fine grained, orange, tan, brown, and red - becomes red and brown below 2 feet								50/3"
2.5		2	2									50/2"
				- becomes brown and tan below 3.5 feet								
		3	5									50/5"
5												
				SANDY, CLAYEY SHALE soft, highly weathered, gray, tan, and orange								
7.5												
		4	9	SANDY SHALE hard, highly weathered, gray with tan and orange stains								50/4"
10												
				- becomes slightly weathered and gray below 11 feet								
12.5												
		5	7									50/1"
15												
17.5												

COMPLETION DEPTH: 30 ft.

DATE: 1/13/2014

RIG: CME-75, Truck Mounted, Cat Head

DEPTH TO WATER: DURING DRILLING: Dry

AT COMPLETION: Dry

AT 24 HOURS: N/A



Fayetteville Public Library Expansion

Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165 Location: See Attached Boring Diagram

[illegible]

LOG OF BORING NO.B-14

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

Project No.: 13-15165

Location: See Attached Boring Diagram

DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT
								LAB. COHESION, TSF ▲					
								WATER CONTENT, % ●					
					Surface Description=Asphalt Pavement			0.4	0.8	1.2	1.6		
								PL	LL				
								20	40	60	80		
0					ASPHALT = 3"								
					CRUSHED GRAVEL = 2"								
			1	18	SANDY LEAN CLAY	CL					■	19	
					very stiff, light gray, orange, tan {residual shale structure}								
2.5			2	17	SANDY CLAYEY SHALE							29	
					very soft, extremely weathered to differentially weathered, gray, tan, orange, and brown								
			3	18	SANDY SHALE							65	
5					soft, highly weathered, gray, tan, and orange								
			4	8	- becomes hard, gray, and slightly weathered below 5½ feet							50/3"	
7.5													
			5	5								50/5"	
10													
12.5													
			6	2	- becomes gray and tan below 13 feet							50/2"	
15													
17.5					- becomes gray below 17 feet								

COMPLETION DEPTH: 30 ft.

DATE: 1/13/2014

RIG: CME-75, Truck Mounted, Cat Head

DEPTH TO WATER: DURING DRILLING: Dry

AT COMPLETION: Dry

AT 24 HOURS: N/A



LOG OF BORING NO.B-14

Fayetteville Public Library Expansion
Fayetteville, Arkansas



Fayetteville, AR

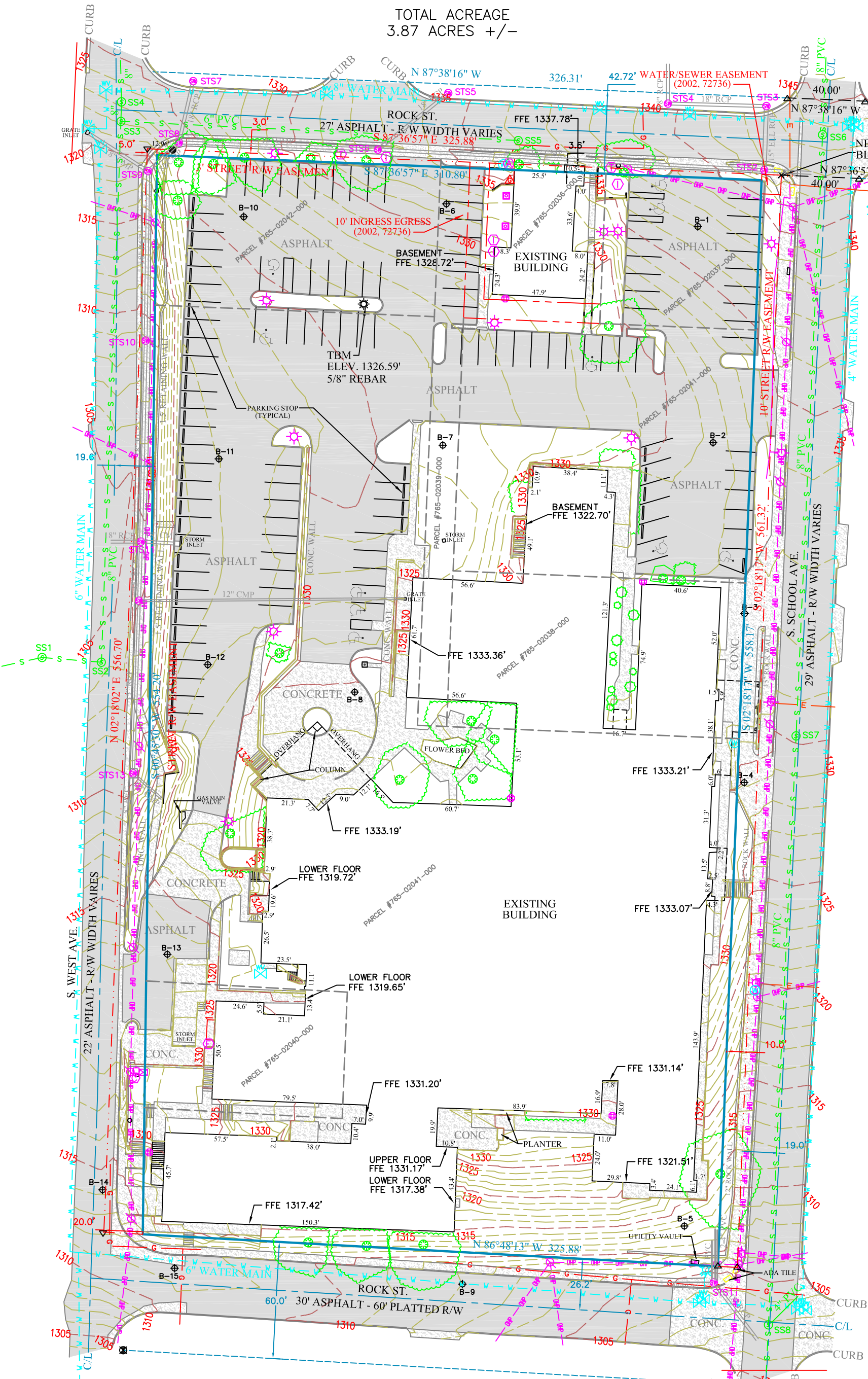
Project No.: 13-15165

Location: See Attached Boring Diagram

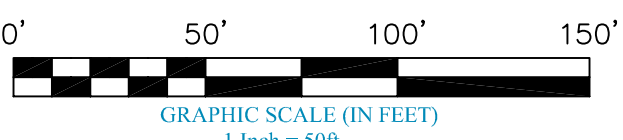
DEPTH, FT	SYMBOL	SAMPLES	SAMPLE No.	RECOVERY (in.)	DESCRIPTION OF MATERIAL	USCS	%<#200	HAND PENETROMETER, TSF ■					BLOWS PER FT	
								LAB. COHESION, TSF ▲						
								0.4	0.8	1.2	1.6			
								WATER CONTENT, % ●						
								PL					LL	
								20	40	60	80			
			7	3	- Cave-in overnight at 20½ feet									50/3"
20														
22.5														
			8	2	LIMESTONE/LIMEY SANDSTONE SEAM = 4" SANDY SHALE hard, slightly weathered, gray									50/4"
25														
27.5														
			9	3	BOTTOM OF BORING AT 30 FEET									50/4"
30														
32.5														
35														

BOUNDARY & TOPOGRAPHIC SURVEY

Appendix A - Exhibit 2



SANITARY SEWER INVERTS:		
SS1) RIM	1302.34'	
8" IN FROM EAST	1291.20'	
8" OUT TO WEST	1291.12'	
SS2) RIM	1305.64'	
8" IN FROM NORTH	1293.42'	
8" OUT TO WEST	1293.31'	
SS3) RIM	1322.41'	
8" PVC IN FROM NORTH	1311.06'	
6" PVC IN FROM EAST	1314.81'	
6" PVC IN FROM EAST	1311.01'	
8" PVC OUT TO SOUTH	1310.96'	
SS4) RIM	1323.46'	
8" PVC IN FROM NORTH	1312.16'	
8" PVC IN FROM NORTH	1316.31'	
8" PVC OUT TO SOUTH	1311.66'	
SS5) RIM	1336.16'	
6" PVC OUT TO WEST	1329.36'	
SS6) RIM	1343.64'	
8" IN FROM NORTH	1337.47'	
8" OUT TO SOUTH	1337.34'	
SS7) RIM	1330.27'	
8" IN FROM NORTH	1326.50'	
8" OUT TO SOUTH	1326.47'	
SS8) RIM	1302.92'	
8" IN FROM NORTH	1298.86'	
4" IN FROM NE	1297.10'	
8" OUT TO SOUTH	1296.66'	
STORM SEWER INVERTS:		
STS1) RIM	1304.64'	
4" PVC IN FROM NORTH	1303.64'	
8" PVC IN FROM NORTH	1302.64'	
4" PVC IN FROM WEST	1302.34'	
4" PVC IN FROM NORTH	1303.14'	
18" RCP OUT TO SE	1301.39'	
STS2) RIM	1342.45'	
15" x 2' RCP IN FROM NORTH	1336.95'	
15" CMP IN FROM EAST	1337.50'	
18" CMP OUT TO WEST	1336.90'	
STS3) RIM	1343.30'	
18" RCP OUT TO WEST	1337.00'	
15" x 2' RCP OUT TO SOUTH	1337.10'	
STS4) RIM	1340.12'	
18" RCP IN FROM NORTH	1337.76'	
18" RCP IN FROM EAST	1337.67'	
STS5) RIM	1335.06'	
18" RCP OUT TO SW	1331.76'	
STS6) RIM	1333.03'	
18" CMP IN FROM EAST	1329.33'	
18" RCP IN FROM NE	1329.48'	
18" CMP OUT TO WEST	1329.28'	
STS7) RIM	1326.43'	
18" RCP OUT TO SW	1323.49'	
STS8) RIM	1324.42'	
18" RCP IN FROM NE	1320.97'	
18" CMP IN FROM EAST	1320.92'	
18" CMP OUT TO SW	1320.62'	
STS9) RIM	1319.12'	
18" RCP IN FROM NORTH	1315.08'	
18" CMP IN FROM NE	1315.04'	
18" RCP OUT TO SOUTH	1314.82'	
STS10) RIM	1308.80'	
18" RCP IN FROM NORTH	1305.44'	
18" RCP OUT TO SOUTH	1305.35'	
STS11) RIM	1304.54'	
18" RCP IN FROM NORTH	1300.38'	
18" CMP IN FROM EAST	1300.32'	
18" RCP IN FROM SOUTH	1300.74'	
18" RCP OUT TO WEST	1299.14'	
STS12) RIM	1304.72'	
15" RCP IN FROM SOUTH	1301.19'	
12" CMP IN FROM EAST	1302.60'	
18" RCP OUT TO NORTH	1301.05'	
STS13) RIM	1309.32'	
8" PVC IN FROM SOUTH	1306.01'	
12" CMP IN FROM SE	1307.22'	
15" RCP OUT TO NORTH	1305.86'	

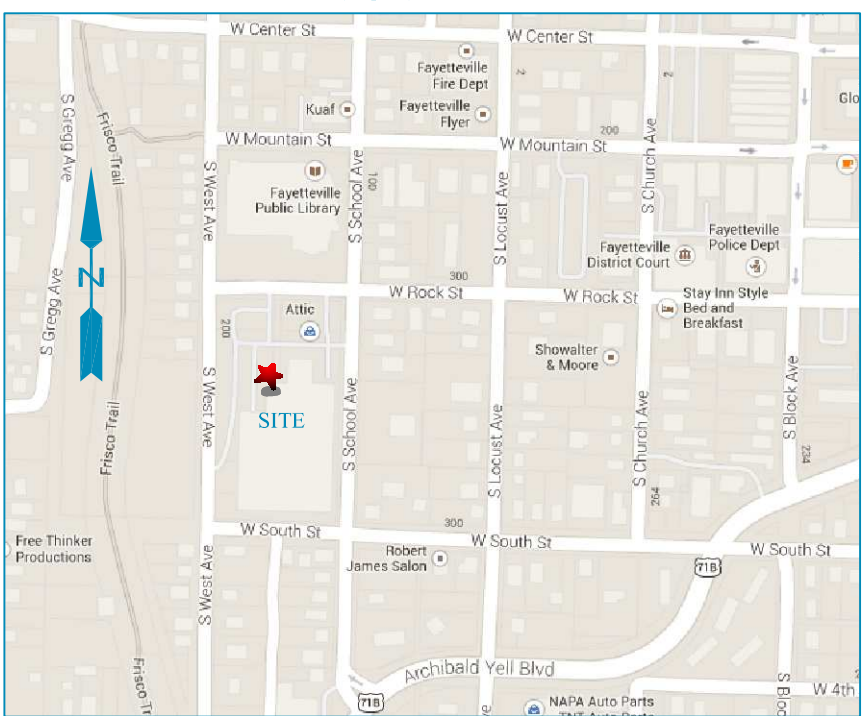


I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 16TH DAY OF JANUARY, 2014.



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



VICINITY MAP NOT TO SCALE

LAST SITE VISIT:
JANUARY 16, 2014

BASIS OF BEARING:
ARKANSAS STATE PLANE COORDINATES
NORTH ZONE

BASIS OF ELEVATION:
CITY OF FAYETTEVILLE MONUMENT H13
ELEVATION 1437.12' (NGVD 29)

SURVEY DESCRIPTION:
BLOCK THIRTY SEVEN (37) ON THE ORIGINAL PLAT OF THE TOWN (NOW CITY) OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON THE FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, LESS & EXCEPT EASEMENTS OF RECORD AND STREET RIGHT-OF-WAY.

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. 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 #05143C0220F, DATED MAY 16, 2008)

- REFERENCE DOCUMENTS:**
- 1) QUITCLAIM DEED FILED IN BOOK 2011 AT PAGE 28645
 - 2) WATER AND SEWER EASEMENT FILED IN BOOK 2002 AT PAGE 72736
 - 3) EASEMENT DEED FILED IN BOOK 1072 AT PAGE 437
 - 4) EASEMENT DEED FILED IN BOOK 1053 AT PAGE 023
 - 5) EASEMENT PLAT FILED IN PLAT BOOK 23 AT PAGE 19
 - 6) ORIGINAL TOWN PLAT OF FAYETTEVILLE FILED IN BOOK 4

PROPERTY ZONED:
DG

BUILDING SETBACKS:
FRONT (BUILD TO ZONE) 25ft
SIDE NONE
REAR 05ft

FOR USE AND BENEFIT OF:
FAYETTEVILLE PUBLIC LIBRARY

ADDRESS:
CITY OF FAYETTEVILLE
WASHINGTON COUNTY, ARKANSAS

DATE: 2/10/14

LOCATION:
BLOCK 37
ORIGINAL PLAT THE TOWN OF FAYETTEVILLE

Bates & Associates, Inc.
Civil Engineering-Land Surveying-Landscape Architecture

91 W. Colt Square Dr. - Fayetteville, Arkansas 72703 - 479.442.9350 - Fax 479.521.9350

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LEGEND: THESE STANDARD SYMBOLS WILL BE FOUND IN THE DRAWING.

- SET P/NAIL
- FOUND 1/2" REBAR
- FOUND PIPE
- COMPUTED POINT
- "X" IN CONCRETE
- LIGHT
- ELECTRICAL BOX
- TREE TRUNK
- BOLLARD
- BORE LOCATION
- CABLE PEDESTAL
- TELEPHONE PEDESTAL
- WATER METER
- SEPTIC LID
- FIRE HYDRANT
- SANITARY SEWER MH
- POWER POLE
- WATER VALVE
- GAS METER
- BOUNDARY LINE (MEASURED)
- FORTY LINE/TIE LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- WATER LINE
- OVERHEAD POWER LINE
- SEWER LINE
- BUILDING SETBACK
- TREE/BUSH CANOPY
- UNDERGROUND ELECTRIC
- UNDERGROUND ELECTRIC



RECORDING NUMBER/DATE

MEMORANDUM

Date: 7/25/2017
 Project Name: **Fayetteville Public Library Expansion**
 Project No: 2017053.00

To: Andrea Rennie – Purchasing Manager, City of Fayetteville, AR
 From: Stephen Bellairs / Jack Poling
 Cc: Kate Michaud - MSR, File

Re: **AE Design Fee – City of Fayetteville RFQ Reference 17-10**

Dear Andrea,

This memorandum outlines our approach to determining an appropriate architectural and engineering fee for design services for the expansion of the Fayetteville Public Library, per City RFQ 17-10 and Addenda.

The data below forms the basis of costs against which our fee considerations have been made. Per this table, the building probable construction net cost for the project is **\$31,546,917**, and the furnishings probable net cost is **\$3,670,683**, highlighted in the table.

Item	Description	Amount	Notes
1	New Facility Size (square feet)	80,000 sf	Exact area t.b.d. during design
2	Existing Facility to be refurbished (square feet)	Assume 20,000 sf	Exact area t.b.d. during design
3	Building Probable Construction Cost	\$ 31,546,917	Used for AE fee basis
4	Escalation for inflation	\$ 3,241,332	
5	Total Probable Building Construction Cost	\$ 34,788,250	To be confirmed during design
6	Furnishings Probable Cost	\$ 3,670,683	Use for FFE Fee Basis
7	Escalation for inflation	\$ 394,744	
8	Total Probable Furnishings Cost	\$ 4,065,427	To be confirmed during furniture selection process
9	Soft Costs	\$ 4,298,915	
10	Project Net Budget	\$ 43,152,592	
11	Project Contingency	\$ 6,163,136	
12	Grand Total Project Budget	\$ 49,315,728	Referendum Approved Amount

Basic Services for this Project:

Our AE fee includes the following disciplines as part of Basic Services, as requested by the City:

- Architectural Design and Documentation from Pre-Design through Construction Administration.
- Civil engineering.
- Landscape architecture.
- Structural engineering.
- Mechanical, electrical and lighting, plumbing and life safety engineering.
- Traffic Study.
- Cost Estimating through 75% CDs.
- Acoustics, AV and Data Infrastructure Design.
- Building Security Systems Design.
- Distributed Antenna System Design.
- Technical Lighting Design for Auditorium.
- LEED v4 for all Disciplines.

Our combined Basic Services AE fee for the above is **\$3,114,689**. This equates to **9.87%** of the net probable construction cost, which we consider this appropriate for the size and complexity of this project.

Additional Services:

As requested by the City/Library, we have solicited fees for the following Additional Services beyond the Basic Services indicated above:

Discipline	Firm Name	Fee	Notes
Site Survey	Bates	\$ 6,250	For existing FPL site only, per City advice.
Geotechnical	GTS	\$ 25,650	Includes required borings in case Rock St closed.
Commissioning	Viridian	\$ 74,117	As requested per RFP, and for LEED.
Furnishings	MSR	\$361,562	Based on net probable cost in table above.

The drawdown schedule for the above services will vary based on when those services are needed. For example furnishings are best selected and procured about half way through the CA period for a project of this scale.

Fee Breakdown by Phase:

We propose the approximate fee breakdown per Phase, excluding the add services items above, based on successfully delivered processes on projects of similar scope and complexity:

- PreDesign and Programming	3.3%
- Schematic Design:	15.7 %
- Design Development:	22.1 %
- Construction Documentation	33.4 %
- Bidding Process	3.3 %
- Construction Administration	22.2 %
Total	100.0%

Reimbursable Expenses:

We have calculated our design team expenses for travel, accommodation, vehicle rental, airport parking, per diem allowances for meals, reprographic charges to total **\$188,589**. This covers MSR expenses and MSR's subconsultant expenses.

Schedule:

We propose the following overall timeline for the above services. This will be refined into a Gantt chart if acceptable, and once we commence PreDesign efforts.

PreDesign and Programming:	6 to 8 weeks
Schematic Design	12 weeks
Design Development	12 weeks
Construction Documentation	22 weeks
Bidding Process	6 weeks (excluding City processing of selected bidder's contract, etc.)
Construction Administration	to be determined by CM@R during design, but we assume 18 months at this point.

For the Construction Administration phase Allison Architects will be handling much of the effort and we have assumed appropriate levels of staff for an 18 month construction process, with a standard level of involvement for CA services. If the team is drawn into extraordinary involvement in CA such as site attendance and meetings well in excess of standard services, it will attract add services.

We will be happy to discuss any aspects of the above with you to clarify or answer questions. Thank you and we look forward to commencing work as soon as possible.

Sincerely

A handwritten signature in black ink, appearing to read 'S. Bellairs', with a long horizontal flourish extending to the right.

Stephen Bellairs, AIA, LEED AP, Senior Associate
612-315-0246 T stephen@msrdesign.com E



Appendix C

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

DEADLINE: Wednesday, May 03, 2017 prior to 2:00:00 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: 03/22/17 and 04/09/17

REQUEST FOR STATEMENT OF QUALIFICATION RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer.

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

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, Arkansas and Fayetteville Public Library

Request for Statements of Qualification

RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from architectural firms licensed to do business within the State of Arkansas to provide design, construction observation and ancillary services, including services to prepare necessary documents for permitting approval through the Large Scale Development process, necessary to construct a LEED certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet.

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas by **Wednesday, May 03, 2017 before 2:00:00 PM**, local time.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8289.

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

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Title: Purchasing Agent

Ad dates: 03/22/17 and 04/09/17

City of Fayetteville
RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion
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SECTION E: Draft Agreement for Architectural Services – to be issued via Addendum or negotiated after selection	TO BE ISSUED VIA ADDENDUM

SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this documents as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. 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.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-

mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

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

17. 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.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Architect shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the Architect 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 RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

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

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

23. LOBBYING:

Lobbying or communicating with 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 or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention 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 Proposers to be on equal terms.

- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City and Library as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award.
 - i. Professional Liability Insurance, inclusive of errors and omissions: Minimum \$5 million
 - ii. Worker's Compensation: Statutory amount
 - iii. General Automotive Insurance as required by state law

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

******NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

City of Fayetteville
RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

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

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville
RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion
SECTION C: Signature Submittal

1. Disclosure Information

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. Additional Information

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
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4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

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

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

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer also agrees if the following subcontracts are approved, Proposer shall not enter into contracts with others for these divisions of the work without prior written approval from the City of Fayetteville. Proposer shall attach additional pages if necessary.

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

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

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ DUNS#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

A). PROJECT SUMMARY

- I. The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from architectural firms licensed to do business within the State of Arkansas to provide design, construction observation and ancillary services, including services to prepare necessary documents for permitting approval through the Large Scale Development process, necessary to construct a LEED certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet. The Library has completed a Master Plan identifying space needs through 2030. It is intended for the Master Plan to serve as the starting point for architectural services requested in this request for qualifications. The new expansion shall achieve a minimum standard of LEED Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- II. The expansion of the Fayetteville Public Library will be constructed on one of two locations, both maintaining LEED certifications with the USGBC, (1) connecting to the existing Fayetteville Public Library (which has an existing LEED Certification) with a vertical structure or (2) connecting to the existing library and expanding onto the site of the former City Hospital.
- III. **Pending court case on the former City Hospital:** A pending court case will decide the ownership pertaining to a four (4) acre parcel of land and associated buildings (City Hospital Site), immediately south of the Library. The City and Library desire use of this land for expansion if the court decision falls in favor of the Library; however, the City/Library does not want to delay progress of selecting an Architect. Because of this pending case, the contract for the Architectural work will be multiple phases. Additional phases will have scope of work finalized based on a court decision being made on the property or the Library Board of Trustees making a decision to expand without using the 4 acre parcel of land.
- IV. **Phasing and award:** One contract will be awarded with multiple phases. Phase 1 will include programming as outlined below. Phase 2 and the balance of the contract will be contingent on Issuance of the Bond and formal approval from the Fayetteville City Council.
- V. **Project funding:** The project is funded by a combination of voter approved [August 9, 2016] bond issue (approximately \$26 million) and privately raised funds (approximately \$23 million) and is expected to be completed in two (2) or more phases contingent on raising private funding.

B). PROJECT INFORMATION & REQUIREMENTS

- I. Request for Qualifications (RFQ) responses shall be submitted from one single primary qualified firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall design scope of the project.
- II. Proposers to this RFQ shall disclose entire project team, including all engineering and architectural disciplines, including but not limited to: Mechanical, Electrical, Structural Engineering, Civil Engineering,

Traffic Impact Analysis (TIA), Seismic Design, Landscape Architecture, LEED Commissioning and Monitoring, and Interior Design, etc.

- a. **The following disciplines shall not be included with the project team.** A selection and contract will be made for these two professional services by the City/Library directly and shall not be included in the team proposed under this RFQ.
 - i. Geotechnical and Surveying
- II. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends negotiate each phase as a not to exceed fee with the selected firm. The City will not consider a percent of construction structured agreement for any phase of work.
- III. The City/Library intends to utilize a construction manager at risk (CMAR) type of selection process for the construction contract portion of this expansion. The City/Library will be contracting with the CMAR as a separate contract directly. Selection of the CMAR is not included in this scope of work.
- IV. It is the intent of this project to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ. A similar structured contract is intended for the CMAR.
 - a. Reference Section E for a draft agreement intended to be used with this project (to be issued via Addendum). Final agreement is subject to negotiation with the final selected firm.
- V. The Primary responding firm shall be experienced in designing municipal public libraries. Respondents to this RFQ shall submit at least three (3) library projects within the past 10 years that demonstrates new, remodel, or additions to existing libraries. Projects listed shall have been completed by the employees/associates that will be assigned to this project.
- VI. At least one firm on the project team shall have successful proven experience and available certifications from the USGBC in designing LEED Certified Buildings.

C). DETAILED SCOPE OF WORK

Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with the selected and contracted Construction Manager at Risk (CMAR) is critical in all aspects after Phase I. Selected Primary firm shall coordinate with CMAR in Phase II and beyond in order to achieve best value for the overall success of the project.**

I. PHASE 1: Programming Phase

- a. Phase I is anticipated to be awarded as soon as possible after selection and before the CMAR is selected.
- b. Selected firm will be expected to rely on the 2030 Master Plan.
- c. Comply with City of Fayetteville development, building and fire codes.
- d. Create a Program of Spaces for building interior, including: basic information such as sizes, space requirements, workflows, activities and special uses.
- e. Facilitate meetings with City/Library staff as needed to develop basic components and traffic planning of building program, equipment and materials.
- f. Provide a schematic cost estimate and conceptual project schedule.

II. PHASE 2: Schematic Design Phase

Phase 2 and beyond are intended to be commence after the actual site for the expansion has been determined, as outlined in the Project Summary section. An additional phase may be added in the event the

court rules in the favor of the Library to assist with the demolition and removal of the existing buildings on the former City Hospital Site.

- a. Any design which includes the closing of the block of Rock Street between S School Ave and SW Avenue shall not be pursued without prior approval from the Fayetteville City Council.
- b. Review Geotechnical Report which recommends building foundations and paving design. Review, report and alert City/Library of any issues found. Coordinate structural and civil engineer as related to the design.
- c. Obtain Boundary and Topographical Survey for the property. Review, survey and alert City/Library to any issues found. Coordinate with civil engineer for design.
- d. Conduct Traffic Impact Analysis (TIA) (if required), review TIA report and alert the City/Library of any issues found. Coordinate with civil engineer as related to the design.
- e. Attend coordination meetings with City/Library staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- f. Prepare and submit three (3) sets of site plan program of spaces and adjacencies layout for review and approval.
- g. Facilitate meetings with City/Library staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- h. Obtain and review applicable City standards and guidelines for design (Design Criteria Manual, Unified Development Code) and provide design that meets City codes in coordination with the civil engineer.
- i. Attend Pre-Development meeting and address points of clarification regarding the project.
- j. Coordinate with the CMAR to prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City/Library staff for review and approval. (15% plan review). Also submit necessary documents for Large Scale Development review through the City Planning Office. Components shall include:
 - i. Site plans, paving layouts, traffic circulation
 - ii. Floor plans, building circulation
 - iii. Exterior elevations, rendering and color palette
 - iv. Critical building sections and details
 - v. Relevant right of way information such as easements, building set-backs, etc.
 - vi. Location of utilities and sizes
 - vii. Landscaping and tree protection plans as applicable.
- k. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
- l. Respond in writing to all City/Library comments on plans.
- m. Coordinate with private utilities and service providers.
- n. Present plans to the Planning Commission for Large Scale Development approval.

III. PHASE 3: Design Development Phase

- a. Facilitate meetings with City/Library staff to develop Design Development Documents.
- b. Architect shall coordinate with CMAR to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville and Library representatives prior to being released for the bidding process.

- c. Coordinate with the CMAR to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:
 - i. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - ii. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - iii. Exterior elevations, rendering and color palette
 - iv. Building sections and details
 - v. Interior elevations, casework and millwork elevations
 - vi. Drainage Study and calculations, as required by City
 - vii. Report addressing all City's Design Criteria and Code requirements
- d. Respond in writing to all City comments on plans.
- e. Coordinate final utility plans.
- f. Facilitate with Construction Manager and City/Library cost-benefit analyses to determine most cost effective construction after evaluation of life-cycle cost impact.

IV. PHASE 4: Construction Documents Phase

- a. Prepare complete Construction Documents/Plans and Specifications and submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses. (90% plan review).
- b. Attend follow up meetings with City Development Services and Fire Marshall.
- c. Complete Platting and record Plat.
- d. Complete final coordination with private utilities and service providers.
- e. Prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 - i. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)
- f. Correct plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- g. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

V. PHASE 5: Bid Phase

- a. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.
- b. Assist Construction Manager at Risk and City Purchasing Division in reproduction and dissemination of bid sets (project manual and stamped drawings) to the City/Library [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party at electronically at no cost.
- c. Coordinate with Construction Manager and City Purchasing Division in the distribution of plans to interested bidders.
 - i. Distribution of all documents shall be done in a fair and unbiased manner.
 - ii. Keep an updated accurate record of plan holder's and provide an updated listing to all interested parties in a timely manner.

- d. Coordinate with Construction Manager and City Purchasing Division during pre-bid meeting and attend the Bid Opening.
- e. Coordinate with Construction Manager and City Purchasing Division during any process involving Request for Information (RFI).
- f. Any addenda shall be provided to the Purchasing Division for review and approval **in advance** of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addenda at the time addenda is issued.
- g. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same manner as other interested parties.
- h. Bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- i. Assist with design of Bid Proposal
- j. Prepare Architect's Recommendation of Award Letter that includes the following required content:
 - i. Check for math errors and reconcile any mathematical discrepancies
 - ii. Review for unbalance bid items
 - iii. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate
 - iv. Review of contractor's financial standing and references provided
 - v. Explanation of discrepancies between the Engineer's estimate and bids
 - vi. Recommendation to award
- k. Attend City Council/Library Board of Trustee meeting(s) and make recommendation for award of Contract(s) for Construction.
- l. Produce and transmit to selected contractor five (5) sets of project manuals ready for execution with City's Notice of Intent to Award (NOI)

VI. PHASE 6: Construction Administration Phase

- a. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget
- b. Facilitate Pre-Construction meeting and conduct regular as jointly determined by City/Library, CMAR and Architect construction progress meetings.
- c. Provide Construction Administration.
 - i. Review, log and approve submittals, shop drawings, Request for Information etc.
 - ii. Review Construction Materials Testing reports.
 - iii. Review and approve applications for payment.
 - iv. Coordinate with CMAR on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
 - v. Provide direction for questions and concerns from the Construction Manager in resolution of problems.
- d. City/Library intends to provide regular construction administration services. Architect shall provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- e. Architect's Construction Administrator to conduct a site visit on a mutually determined/scheduled after consultation with the City/Library and Construction Manager, including observation of structural concrete placement, underground piping installation and inspections, structural steel, mechanical/electrical/plumbing cover-up, masonry installation, ceiling cover-ups, roofing, etc.

- i. Provide site visit report to City of Fayetteville Facilities Management Division, CMAR, and Library Representative at least one (1) time per month.
- f. Conduct Substantial Completion Inspection, coordinate with CMAR to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- g. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

VII. PHASE 7: Project Close Out

- a. Provide Warranty Administration Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the Contractor has notified the City/Library that these items are complete.
- b. Provide support services as needed during the project close out process.
- c. Obtain and review close out submittal from the contractor for completeness before transmitting to the City/Library which include but are not limited to:
 - i. Contractor's red lines and as-built notes
 - ii. Warranty information
 - iii. Material Safety Data Sheet (MSDS)
 - iv. Operating Manuals
 - v. Start up and testing reports
 - vi. Building commissioner report
 - vii. As-Built record drawings (in hard copy and digital format)
- d. Issue Final Completion and Acceptance letter to the City/Library recommending acceptance.

D). ANTICIPATED PROJECT TIMELINE:

Action Item	Date	Note
RFQ Released and Advertisement 1 of 2	Wednesday March 22, 2017	
Advertisement 2 of 2	Sunday, April 09, 2017	
Deadline for RFQ	Wednesday, May 03, 2017	6 Weeks
Inform short listed vendors of interview	Friday, May 19, 2017	By end of day
Interviews with short listed vendors	May 31, 2017 through June 02, 2017	If Applicable
Deadline for contract negotiations with selected vendor	Friday, June 23, 2017	
City Council Agenda Deadline	Friday, June 30, 2017	4:00 PM - City Clerk
City Council Agenda Session	Tuesday, July 11, 2017	4:30 PM
City Council Meeting	Tuesday, July 18, 2017	Approval of Contract
PO Issue Date	Friday, July 28, 2017	After receipt of Certificate of Insurance
Start date of Contract	Monday, July 31, 2017	

INTENDED TO BE ISSUED VIA ADDENDUM

RFQ 17-10, Addendum 1



Date: Friday, April 21, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. On March 16, 2017, the Arkansas Supreme Court issued its opinion in Stone Heirs v. Washington Regional Medical Center, et al, CV-16-277, affirming the trial court's ruling in favor of the City of Fayetteville and Washington Regional Medical Center. The Stone heirs did not request a rehearing by the Court within the time permitted by law. The final mandate was then issued on April 4, 2017, and no further hearings or appeals will follow.
2. Attached is Section E – Draft Standard Contract (total 9 pages).
3. Selection Committee members include Wade Abernathy, Paul Becker, Chris Brown, Adella Gray, Sam Palmer, Steve Davis, David Johnson. **Proposers are advised per City Policy, all contact between interested parties and the City shall be through the Purchasing Division.**
4. The following questions have been asked by interested parties. Corresponding answers to each question are hereby provided.
 - a. **Question:** On pages 15/16, Item I. under Project Information and Requirements states that responses should be submitted from one single primary qualified firm. Please confirm that two (2) firms formally joining together as a Joint Venture meet the requirement for one single entity. One (1) of the firms in the joint venture will be designated as the primary point of contact and will sign the submittal.
 - i. **Answer:** The statement of qualification submitted shall be from one (1) single firm as the primary contracting party. Any other entities or firms that are considered part of the team shall be considered sub-consultants and disclosed with RFQ response.
 - b. **Question:** On pages 15/16, item II. under Project Information and Requirements, the RFQ asks us to include LEED Commissioning and Monitoring consultants on our team. In our experience, this consultant is typically and independent third party contracted directly to the Owner. Please confirm this consultant does need to be listed as part of our A/E consultant team.
 - i. **Answer:** Yes, firms are required to include LEED Commissioning and Monitoring.

- c. Question: In Section C, Item 6 (page 13), is this section relevant to this RFQ. We plan to submit Section B for all team members/ consultants and want to know if we need to list them again in this item #6?
- i. **Answer**: Yes, Section C is relevant to this RFQ. All submitting parties shall include Section C with RFQ response. All sub consultants (firm's part of the team other than the primary) shall be disclosed in Section C.



Appendix D

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

DEADLINE: Wednesday, May 03, 2017 prior to 2:00:00 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: 03/22/17 and 04/09/17

REQUEST FOR STATEMENT OF QUALIFICATION

RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer.

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

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

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

Name of Firm: Meyer, Scherer & Rockcastle, Ltd. (MSR)

Contact Person: Jack Poling, AIA, LEED AP Title: President

E-Mail: jack@msrdesign.com Phone: 612 384 7574

Business Address: 710 South 2nd Street, 8th Floor

City: Minneapolis State: MN Zip: 55401

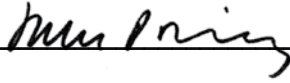
Signature:  Date: 01 May 2017

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APPENDIX

Resumes

Section B: Vendor References

Section C: Signature Submittal

03 May 2017

Mr. Les McGaugh
Purchasing Agent
City of Fayetteville
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701

MSR

Architecture
Interiors and
Urban Design

Re: Statement of Qualifications for Fayetteville Public Library Expansion Architectural Services (RFQ 17-10)

Dear Mr. McGaugh and Members of the Section Committee:

Great libraries arise from the visions of great leaders and clear, aspirational leadership. Fayetteville Public Library (FPL) is a long-standing national leader in forward-thinking library service. Twenty years ago, you set out to create a world class library, and you succeeded. You succeeded so well, in fact, that you are about to double the size of your library. Your building has been loved and used beyond its functional capacity. It's time to address the very real needs of the library, and FPL library leadership has charted an exemplary course for this endeavor. I am not aware of a public library in the United States that has successfully funded such an ambitious addition to such a new building. FPL's ability to engage the community, put forth a compelling vision, and obtain community financial support for the library is a true testament to the quality of your leadership. You are about to embark on the next stage of an important and challenging journey. We would love to continue to be a part of it.

Public libraries across the nation are coming to grips with the rapidly changing realities of expectations put upon them. This evolution is changing the role and rules of the public library. FPL is at the forefront of leading the change necessary to remain vital. The following list outlines some key features that define the successful library of the future. Some of these elements are already embedded into your existing facility, and you are beginning to envision others for your expansion:

- › **Focused & Distinctive.** For the library to thrive, it must understand what it is and how to adapt to meet its customers' evolving needs. As with successful retailing, the library must find innovative methods to distinguish itself in the very crowded digital-media world.
- › **Partnerships.** Increasingly, partnerships are an important component in the library's success as an

institution in a world of shrinking budgets, skeptical constituents, massive competition for the public's attention and dollars, and increasing demands on the library's resources to address myriad critical community needs.

- › **Freestyle.** The library needs to be designed like a market, with changing seasonal offerings and flexibility to adapt on a larger scale over time.
- › **Informal Sharing.** Children and adults are sharing more through digital media and by talking. The library is the community's agora.
- › **E-way Station.** The more information that commerce pushes through the information pipeline, the greater the value the library and its skilled librarians offer the community.
- › **Long Stay.** Digital media evaporates time. People will stay, on average, twice as long at an electronic workstation as at a traditional (paper-based) station. This fact increases the need for spaces for technology.

- › **24/7.** Libraries operate 24/7 through their websites. Libraries must integrate their physical and digital presence as a coordinated and consistent experience.
- › **Easy Navigation.** People need libraries to be able to navigate information. The library of the future must be designed so that librarians can be with customers rather than behind a desk waiting for them to come to them.
- › **Books & Space.** The library of the future is as much about space for informal gathering, community learning, idea sharing, making, homework helping, skill learning, and entertainment as it is about books. The rapidly evolving landscape of electronically accessible information and books is fundamentally altering the interior landscape of the public library. Advances in copyright issues, publisher's business structures, and the availability of increasingly affordable electronic readers and tablets allow libraries to shift space away from printed books to other functions, while simultaneously increasing collections. This opportunity is evolving rapidly. And it amplifies the differences between people and communities with means from those without.
- › **Home = Library = Work = Home.** The world-class library will be seen by patrons as an extension of their homes and workplaces, not a separate place. Libraries are much more than the third place for a community.
- › **Immediate Satisfaction.** People are busy, impatient, and accustomed to living and operating in a frenetically-paced society. We all want it now. The library must provide materials and service quickly to remain relevant. The building must accommodate this demand for immediacy.
- › **Ageless.** Library design should reach beyond trends. Given the economic investment, the design must last for at least two generations. Achieving this goal requires smart design, exceptional and durable detailing and materials, flexibility, and easy maintenance. And it must be inviting, comfortable, and beautiful.
- › **Low Impact.** The Earth has enough issues. We must design new and renovated buildings to have the smallest environmental footprint possible.
- › **Customized.** The best libraries are designed for their individual local communities, reflecting the place, people, and their aspirations and dreams.
- › **Bold.** Designing a library for the future demands boldly reinterpreting what the public library (as an institution and physical building) will become and having the courage to turn that vision into reality.

OUR TEAM

We have assembled a team of experts best suited to guide you to success in your expansion project. A leader in library design with experience working on more than 12.5 million square feet of library space across the country, MSR will serve as the lead architect and interior designer. We will provide overall project and design leadership. Allison + Partners of Fayetteville and Little Rock will serve as our team's local architect. MSR and Allison + Partners know each other well and share common aspirations for our work and complementary cultures. Together, MSR and Allison + Partners will bring the very best combination of library design leadership and a thorough understanding of local convention, practices, and relationships to your project.

Our other primary subconsultants include MODUS Engineers (mechanical, electrical, and plumbing engineers) and Tatum-Smith Engineers (structural engineer). MSR and MODUS have a very successful history working together on similar projects, including the recently completed transformation of Tulsa City-County Library Central Library. MODUS understands the value of having engineering consultants participate

executive summary

in a project from the very beginning to give shape and definition to the design, and they share our passion and aggressive attention to the environmental aspects of building design. Tatum-Smith has a long and successful history of providing structural design excellence in northwest Arkansas and an established working relationship with Allison + Partners. In addition to these primary subconsultants, our team includes civil engineer Ecological Design Group (EDG); landscape architect TEN x TEN; LEED commissioning expert Viridian; IT, audiovisual, and acoustical design consultant the Sextant Group; traffic consultant Peters & Associates; lighting designer Mazzetti + GBA; cost estimator Cost, Planning & Management International (CPMI); and library planner Anders Dahlgren of Library Planning Associates (LPA). We have described the expertise and qualifications of these subconsultants in the Project Team section of our statement of qualifications, with resumes of key individual team members included in the Appendix. All of our subconsultants have worked with MSR or Allison + Partners.

As with the FPL, things have changed at MSR since the opening of the Blair Library in 2004. Jeff Scherer has

retired and is living in Italy. MSR has new leaders who have led our firm to ever-increasing success. I have worked with Jeff since 1991 on many library projects and have led dozens on my own for the past 15 years. Understanding the passion and knowledge that created Blair Library, we will involve Jeff in an advisory capacity for continuity and to ensure that the expansion remains true and complementary to the original building. Through the recent planning and programming effort for the expansion project, I have had the opportunity to get to know your key leadership and to learn about your aspirations and vision for the library's future.

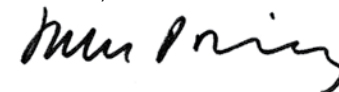
The visionary aspect of our work has served as the foundation of our success with public libraries. Our attention to the more fundamental details of projects is equally important. Adherence to budgets, schedules, and quality is paramount. Our projects are completed on time and on budget, and we are committed to the highest quality of work and professional service.

Our team is available and ready to work on your project as soon as your selection process is complete and a contract agreement has been signed.

MSR has worked with over 200 public libraries across the country, helping them make their visions for their buildings come true. We lead our clients through the process of envisioning what could be, which is seldom rooted in what exists. We work hard to make sure that this challenging process is also fun. Seriousness of purpose should not preclude joy. The MSR team is ideally suited to lead you through a process of advancing the art and science of public library building design.

FPL's Blair Library is a big part of our firm's history and legacy. The work we began with you nearly 20 years ago has shaped our practice as much as it has your library. Few clients allow us to practice at the height of our ability. Few clients hold truly exceptional expectations for themselves. Few clients aspire to create what doesn't exist and have the wherewithal to turn those dreams into reality. We would be most honored to have the opportunity to work with you again on this new journey.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Poling", written in a cursive, flowing style.

Jack Poling, AIA, LEED AP
Principal in Charge

Project Approach

Our team's approach to this project is to listen, form an understanding of the library's and community's needs, and apply our understanding and experience to create a library expansion that is well connected with the existing facility and its surroundings, functional, flexible, innovative, and responsive to its constituents, as well as evoking community excitement, wonder, and a desire to use the expanded facility.

We will work with Fayetteville Public Library (FPL) to create a sustainable and regenerative facility that minimizes impact on natural resources in the region and helps reduce future utility costs for the building. We will explore generative water and energy management systems that self-generate at least what the library expansion will need in terms of water and energy. We will also assess opportunities to take advantage of incentive programs offered by local or state-wide utility companies to help cover costs of generative systems that reduce the load on utilities. We will use our deep knowledge of building material content and the health of the occupants to specify materials with very low or non-existent emissions, made from locally sourced materials with high-recycled content.

The collaboration of all members of the design team—architects, interior designers, signage designer, engineers, and specialty consultants—is critical to

the success of the project. Equally critical and part of the architect's responsibility is to establish a coequal relationship with the client groups and construction manager. Each group has expertise that is essential to the overall process. We will ensure this success with a straightforward methodology based on direct and respectful communication:

- › **Define Success.** At the first goal setting and program development meeting, we will ask the members of each client group and consultant group to define what will constitute the highest level of success for the project, including sustainable strategies for producing a generative, healthy design. We will expect much consensus but also divergent and perhaps even conflicting responses between the groups and within them. Similarly, we will ask for each person's view on what factors will enable success and those that might restrain success. The ensuing discussion will help us better understand each other and better shape an efficient process.
- › **Design Based on Shared Principles.** We will record the responses to the discussion of success. From this exercise, we will generate a list of guiding principles that will inform each design meeting. We will add and prioritize principles as the process continues. As we address complex issues, competing demands, and multiple voices, these principles will provide a founda-

tion for achieving consensus, design excellence, and robust sustainable solutions.

- › **Evaluate Design Performance Comprehensively.** We will evaluate the design comprehensively with you, asking the following questions. Economically: Is it functional, on budget, and efficient to operate? Socially: Is it responsive to its site and context, and does the process consider the broader community? Culturally: Does it possess a compelling identity that is right for its time and place? Environmentally: Is it flexible and durable? Are energy use and generation and water use and recycling as efficient as possible for the region?
- › **Listen & Lead.** The cliché that design by consensus seldom leads to excellence can hold true. To achieve excellence, consensus building must be accompanied by an open mind, trust, frank discussion, and respect for expertise. We expect both to be challenged by you and to challenge you as we pursue excellence together.
- › **Good Communication Tools.** Good understanding facilitates good collaboration and good decision-making. We will lead a clear, orderly process; keep the same people on our team; and work to build the vision and logic of the design through clear writing, speaking, drawing, and modeling.
- › **Have Fun.** Seriousness of purpose does not preclude joy; pressure should not kill grace. The project will be better growing out of an atmosphere of mutual trust and the pleasure of doing important work together.

Community Engagement

One hallmark of our approach to planning is to rely, to the greatest possible extent, on existing data. Libraries present data-rich environments, and it is most effective and efficient to make the utmost use of those resources. Our primary efforts at data gathering will involve the review of as much existing information about the library and community as can be readily assembled. Updating data that was used for the earlier master plan efforts and subsequent early programming analyses will be a top priority. We will provide regular opportunities for the library and stakeholders to provide comments and suggestions during the course of the work. The opportunity for interaction and interviews with those who have a stake in providing library service in Fayetteville is essential to promoting understanding, both on the part of the team as we learn more about the library community and on the part of the community as the results of the study are disseminated. In our work plan, we include opportunities for meetings with staff and board members during each planned site visit. The design team will also engage city planning leadership in discussions about the current and future role of Rock Street in relationship to the expansion plans, parking needs, and the impact of traffic congestion. Our team includes a traffic consultant (Peters & Associates) to ensure that city requirements for traffic impact assessments are completed to the satisfaction of the city, library, public utilities, neighbors, and general public.

MSR has worked with more than 170 communities across the United States, helping them to raise funds, locate appropriate sites, and plan, design, and furnish their library buildings. We have provided the full spectrum of services to guide library boards through the library building process, from conception to referendum. These services include space usage plans, site feasibility studies, conceptual plan programming, and development of public campaigns. We will continue to engage the community as needed. As with our previous work together, we will tailor the process of consensus building to the community's specific needs. By inviting and facilitating community involvement in the process, we will continue to provide our design expertise without losing sight of the community's needs and desires. Consensus building is essential for community support and staff ownership. We will pick up where we left off with administration and staff interviews. Li-

brary employees provide essential information regarding customers' habits and overall library trends. We will continue to develop numerous strategies, including:

- › Conducting board workshops to explain the project's financial and technical fundamentals.
- › Developing promotional literature.
- › Preparing speakers' packets.
- › Presenting the library project to public groups.
- › Preparing drawings, illustrations, and models showing the project.
- › Leading weekend workshops with special interest groups (such as children, teens, and seniors) to gain feedback on their space needs.
- › Giving presentations to civic clubs, such as the Chamber of Commerce and Rotarians. These groups can become disciples for the project.
- › Providing interviews with local newspapers and radio shows.



ABOVE (left to right) MSR principal Traci Lesneski guiding public discussion about Madison Public Library's reimagined Central Library in Wisconsin; MSR senior associate Dagmara Larsen leading discussion during *Library Journal* Design Institute design challenge session in Bozeman, Montana; MSR principal Jack Poling guiding visioning session for Missouri River Regional Library in Jefferson City, Missouri.

Sustainable Design

Sustainable design has always been embedded within our design philosophy and methodology. We believe that architecture is the art of making places of enduring value: beautiful, well-built, functional, of their time and place, and respected by the community. The need for energy efficiency and carbon emission reduction has expanded our commitment to the environment. In 2007, MSR became the first Minnesota firm to commit to the 2030 Challenge, which advocates for architects to design buildings to meet an aggressive schedule of carbon emission and energy reduction goals. In 2013 and 2014, we met the AIA 2030 Commitment by achieving an average 60% or more reduction in predicted energy use intensity (pEUI) across our projects. In 2015 and 2016, we achieved an average 68% reduction in pEUI across all of our projects, making MSR one of the top performing firms committed to the AIA 2030 Challenge. MSR incorporates energy modeling during the design process, and we report projected energy efficiency of our new projects annually as part of the AIA 2030 Commitment requirements. MSR is also one of 11 firms that recently joined the American Society of Interior Designers (ASID) in making a Clinton Global Initiative commitment to develop protocols for health and wellness in design. We recently received a Minnesota Environmental Initiative Award in the Energy and Climate category for the Rose mixed-income

housing project with Aeon and Hope Community. We have designed dozens of high-performing buildings that meet LEED, Green Communities, Green Globes, or State of Minnesota B3 and SB2030 standards. We also have experience working with the Living Building Challenge certification standards. MSR has implemented a sustainability initiative designed to encourage, educate, and inspire the firm's employees, clients, and consultants. Specifically, the firm is committed to the following core strategies:

- › Reduce carbon emissions in our building projects by 80% by 2020 and achieve carbon neutrality by 2030.
- › Integrate energy modeling and daylighting analysis into the schematic design phase of all major renovations and new building projects to meet energy targets.
- › Be advocates for sustainable architecture by pursuing innovative ideas, testing new theories or methods, measuring results, and sharing our findings.
- › Collaborate with the University of Minnesota College of Design research initiative to deepen expertise in building performance and healthy materials.
- › Reduce the carbon emissions of office operations through improved supply purchasing, support for alternative transportation, recycling and composting, and internal education opportunities.

ENERGY EFFICIENCY

Developing energy efficient systems is a core component to any sustainable design plan. Our work has integrated approaches to energy efficiency since the founding of the firm. Daylight harvesting is an essential tool for reducing energy consumption. Combining daylighting strategies with high-performance and climate responsive building envelopes has resulted in measurable savings to our clients. Geothermal heating and cooling, active chilled beams and sails, biomass plants, solar hot water, and photovoltaic solar arrays are some examples of physical plant and mechanical systems that have been successfully incorporated into MSR projects.

MSR has designed a number of projects that have achieved more than a 70% increase in energy efficiency. For example, the Schaar's Bluff Gathering Center gets 83% of its yearly energy needs from a 90-foot tall wind turbine. Recently completed, the University of Minnesota Itasca Biological Station and Lab Campus Center at the headwaters of the Mississippi River is designed to achieve net-zero energy. The Rose—a 90-unit mixed-income development—is targeted to use 72% less energy than code.

WATER CONSERVATION & RECYCLING

Developing water efficient systems is also a core component to any sustainable design plan. Low-flow restroom fixtures formed part of Blair Library's original design. We will continue this focus by exploring the option of recycling black water and rainwater harvesting and storage for landscape irrigation and gray water use in restrooms. We will also address stormwater runoff from landscaped areas to eliminate, as much as practically possible, the directing of water from the site to public storm systems (which breaks the water cycle). This work will be done in close consultation with our civil engineer, landscape architect, plumbing and mechanical engineers, and the city departments who oversee, review, and approve these designs.

SUSTAINABLE HEALTHY MATERIALS

MSR's thoughtful consideration of materials is founded on an understanding of the total life-cycle and health impact assessment of the material. With new materials, we take into consideration the material's origin and the impact of extraction, shipping distance to the project site, the toxins released during manufacturing and installation, toxins released during the materials' predicted life cycle, recycled content, and the recycle/reuse potential of the materials. We also focus on specifying healthy materials as we assess the impact on the health of the building occupants. Our integrated approach to archi-

tecture and interior design allows us to make informed and timely assessments of our materials choices.

Materials can add beauty, functionality, and durability to a project. Building materials are also responsible for almost 6% of America's total annual energy consumption. The production, installation, and decommissioning of materials can impact the health of workers and the environment. And materials in completed buildings can off-gas, potentially harming building occupants. MSR is committed to researching materials to enable designers to make the best possible decisions on our projects. MSR is conducting leading-edge research on materials. In 2013, the firm began an in-depth materials study, while designing an affordable housing project that used the Living Building Challenge as a framework for sustainability. The materials study focused on the health impacts of interior materials, and the design team set out to specify materials that are International Living Future Institute Red List compliant, locally sourced and manufactured, and made in factories that use healthy workplace standards of production. This area of study is relatively new, and many manufacturers refused to give out specific information about the ingredients or health impacts of their products. But the design team persisted and developed a process to solicit and collect information from manufacturers, compare products, and submit their findings to the International Living

Future Institute. The research was so successful that the International Living Future Institute is talking with MSR about adopting the process nationally.

COMMITMENT TO RESEARCH

Over the last five years, we have used applied research efforts to develop an in-house energy modeling methodology, a process to help project managers start every project with sustainability in mind, a study of insulating historically protected buildings, a daylighting analysis methodology, research into the health impacts of materials, and a study of the embodied energy in two of our projects. MSR will continue to develop applied research. We also have a research partnership with the University of Minnesota and conduct a research effort with them annually.

IMPROVED INDOOR ENVIRONMENTAL QUALITY

Healthy indoor environmental quality involves the proper selection of nontoxic interior materials, appropriate levels of human thermal comfort, acoustics, the selection of mechanical systems that optimize ventilation levels with fresh air, and the establishment of best practices during and post construction for management of contamination paths. As part of MSR's design process, our teams consider and address each of these issues and use the International Living Future Institute Red List where appropriate.

Cost & Schedule Control

RESPONSIVENESS TO SCHEDULES

Controlling the schedule and maintaining the highest standards of quality require that all participants agree on the project objectives and obligations and that we carefully monitoring those objectives and obligations throughout the project. We will create a master schedule to guide the process, which will define tasks and identify milestones and critical path items so that the implementation process can be understood by all stakeholders. Regular design team meetings (and later, construction team meetings) will keep everyone up to date and informed and allow the process to keep moving forward in an orderly and predictable manner. We have achieved success in adhering to project schedules by leading a clear, transparent, and efficient process:

- › **Clarity.** We will work to understand your expectations and scheduling goals for the project. We will focus our energies on achieving these goals with a detailed work plan.
- › **Transparency.** We will communicate openly, honestly, and frequently with each client group, the design and subconsultant team, and contractor to avoid surprises.
- › **Efficiency.** We will use the best tools (including our BIM software, Revit, Energy Modeling software, Sefaira, and project management software, NewForma) and processes to lead to smart, high-performance, cost-effective solutions.

- › **Reality.** Fast is not free. Risks escalate when schedules get very tight. It will be crucial to understand these risks and be able to live with them.

RESPONSIVENESS TO BUDGETS

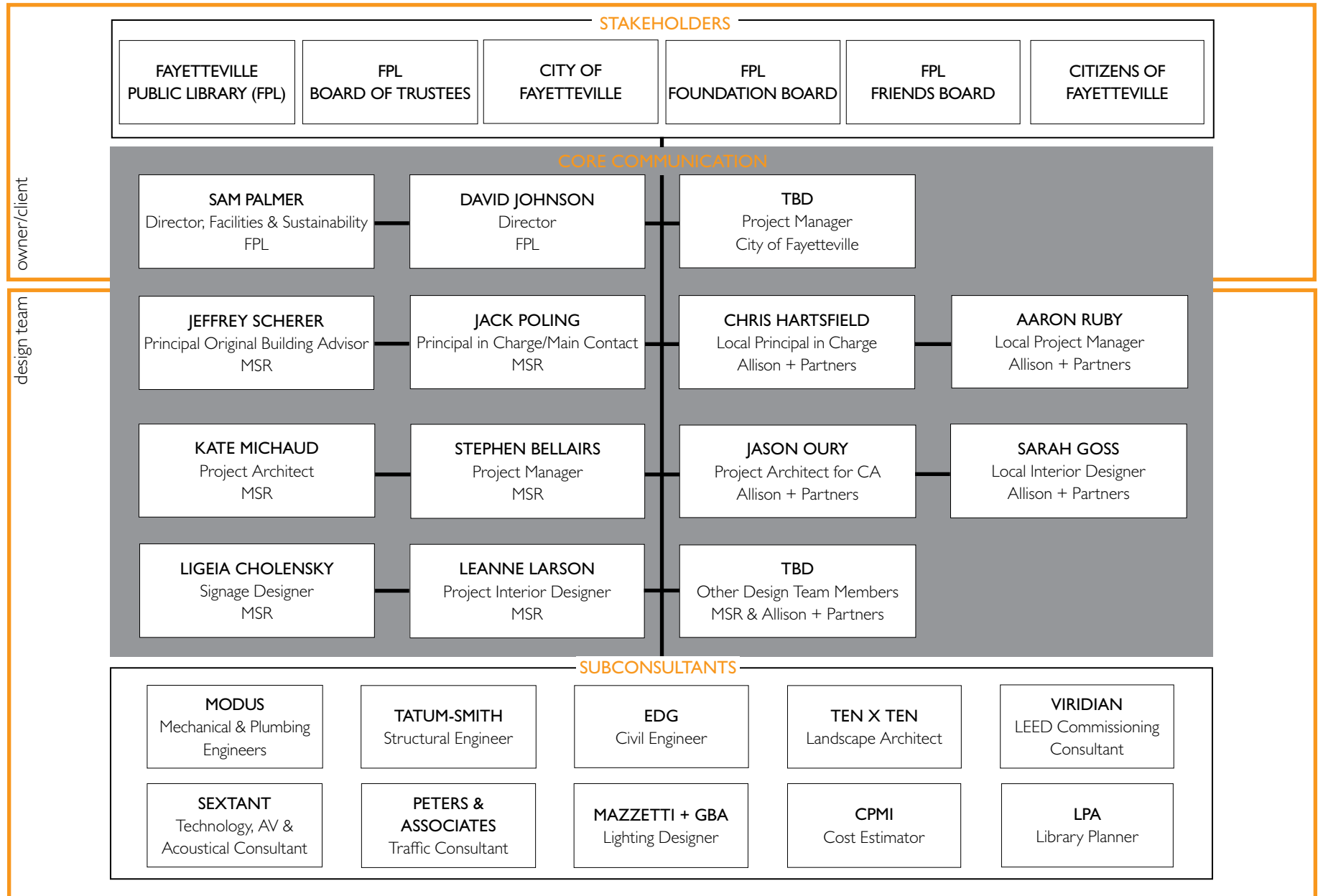
Succeeding in this business for 35 years requires that projects be on time and on budget. Once the elements of scope and quality have been agreed upon, we can begin the design process with a clear understanding of our fiscal responsibilities. As a result, we have an outstanding record of publicly bid projects that have come in within the available budget and on schedule. Cost control for design projects amounts to much more than estimating labor and materials. Our team has developed a philosophy of cost control/value engineering that involves careful management to balance quantity, quality, and time.

- › **Quantity** (the area of the building). The project is designed according to a carefully delineated program of square footage. This area is checked periodically to ensure that the project has not exceeded the approved program square footage.
- › **Quality** (the appropriateness of the systems and materials used in the project). The selection of systems and materials must be in keeping with the owner's objectives, cost budgets, maintenance abilities and marketing goals.

- › **Time** (keeping the project on schedule). Because of changing economic conditions, it is essential that the project be constructed within the time frame expected by the client. Careful adherence to project schedules helps ensure that the project will remain within the budget and start generating revenues for you as soon as possible.

Value engineering is considered to be an integral part of cost control. Value engineering studies are performed at each stage of the project. These studies evaluate the cost, effectiveness, maintainability, and compatibility of each major system and material. The objective is to obtain the highest value within the allocated budget. Your building is an investment, and every decision you make to pay for first cost quality should have a return on that investment over time.

Team Organizational Chart



Meyer, Scherer & Rockcastle, Ltd. (MSR)

Lead Architect & Interior Designer

ADDRESS

710 South 2nd Street, 8th Floor
Minneapolis, MN 55401

YEAR ESTABLISHED

1981

STAFF BREAKDOWN

Registered architects	24
Designers	28
Certified interior designers	4
Administrative staff	6
Total	62

MSR is an award-winning architecture and interior design firm committed to excellence. Since 1981, our firm has produced work of enduring value: buildings that are expressly right for their time and place and that culturally and physically age gracefully. Our projects are diverse in type, size, and location, with specific depth of experience serving library, office, cultural, higher education, and residential clients. The firm has earned a national reputation for both designing exceptional new spaces and, through preservation, adaptive reuse, and renovation, discovering innovative ways to reuse buildings.

We practice architecture as a collaborative art. We actively engage our clients to understand the needs of the users, the opportunities of the site, and the budget, while considering the social, cultural, and environmental constraints and goals of each project.

IN-HOUSE DISCIPLINES

- › Full architectural services.
- › Interior design.
- › Historic preservation and adaptive reuse.
- › Comprehensive sustainability service, including LEED certification.
- › Architectural research.
- › Feasibility studies.
- › Site selection and master planning.
- › Programming and space planning.
- › Capital campaign support.
- › Presentation drawings.
- › Computer-aided design and visualization.
- › Model making.
- › Furniture design.
- › Signage and graphic design.
- › Code and ordinance work.
- › Project phasing and construction observation.



MSR (continued)

LIBRARY EXPERTISE

36 years. 212 libraries in 33 states (plus the District of Columbia and United Arab Emirates). More than 12.5 million square feet of library space. MSR is at the forefront of library design. We are smart, informed architects and interior designers who thrive on the healthy, dynamic, and meaningful dialogue surrounding public libraries. We believe in community and the ability of public libraries to improve lives. We not only design libraries, we are actively involved in the library industry. We lecture at library conferences globally, nationally, and regionally and write articles for library publications such as *American Libraries* and *Library Journal*. This experience allows us to provide smart guidance and insights to our clients. Consequently, in addition to being experts in architecture and interior design, we are true library leaders.

We value the importance of quality design and are proud of the more than 170 awards and honors we have received nationally and regionally. For example the adaptive reuse of a former Walmart big box store into McAllen Public Library's Main Library received a national AIA Honor Award for Interior Architecture. The McAllen Main Library, Dallas Public Library's new Lochwood Branch, Denton Public Library's North Branch, and Ramsey County's renovated and expanded Roseville Library have all received AIA Minnesota Honor Awards. The Madison Central Library and Roseville Library were both named *Library Journal* New Landmark Libraries, and the Roseville Library received an IIDA/*Metropolis Magazine* Smart Environments Award. The new McAllen Main Library also received an ALA/IIDA Library Interior Design Best Overall Award, and the McAllen Main Library and Madison Central Library both received ALA/IIDA Library Interior Design Best of Category Awards for Public Libraries Over 30,000 Square Feet. Hennepin County Library's new Maple Grove Library received a *Library Journal* New Landmark Library Honorable Mention, and the Stillwater Public Library renovation project won an AIA/ALA Library Building Award.

A potential library client recently asked us, "How does a customer walking into a library know it was designed by a library design expert?" Library expertise benefits library users in numerous ways, including:

- › The library's offerings and services are arranged logically and accessibly.
- › The building meets the needs of customers of all ages and abilities.
- › The function and spirit of the library are seamlessly joined.
- › All spaces, including the stacks and technology-rich areas, are properly lit.
- › The spaces are multi-functional, flexible, and smart—facilitating daily shifts and future changes.
- › The finishes and furniture withstand much use (and abuse) and still maintain their beauty.
- › The building is designed with the security and comfort of staff and customers in mind.
- › The reader seats are located in the right places and offer variety for a person seeking solitude or a person looking for community.

With MSR, there is no design tuition to pay. We know and love libraries.



Allison + Partners, Inc.

Associate Architect

FAYETTEVILLE OFFICE ADDRESS

221 North East Avenue, Suite 205
Fayetteville, AR 72701

YEAR ESTABLISHED

1996

STAFF BREAKDOWN

Registered architects	5
Certified interior designer	1
LEED accredited professionals	3
Administrative staff	2
Total	12

Firm was founded as Allison Architects, Inc. in 1996 by John Allison. The Fayetteville office opened in 2004. In 2014, Aaron Ruby, AIA, LEED AP, merged his firm, Ruby Architects, Inc., with Allison Architects. To celebrate 20 years in the architectural field, Allison Architects, Inc., changed its name to Allison + Partners, Inc., to reflect the firm's spirit of partnership.

Allison + Partners provides highly personalized architectural services by a small team of talented and dedicated professionals to create exceptional design. Aligning physical facilities with organizational goals and environmental sensitivity, the firm collaborates with

clients to deliver well-designed and thoughtful spaces that improve productivity, foster creativity, and inspire.

Allison + Partners considers clients partners in the design process, with the most successful collaborations happening when all involved act as one team. As the client's ambassador during design and construction, the firm orchestrates a team of design professionals to make the client's vision a reality. Allison + Partners an experienced team leader and design participant on a diverse range of projects, with a variety of team compositions. Allison + Partners has had great success forming partnerships with industry-leading professionals across the country.

The firm's approach to sustainability integrates diverse solutions from across the design disciplines and is both state-of-the-art and pragmatic. Allison + Partners has ongoing experience with both LEED and Green Globes rating systems. The firm believes that sustainable design encompasses more than energy efficiency. At its core, sustainable design is simply smart design. Sustainable design begins with creating—or recreating—a place that will endure.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Oley E. Rooker Library** (Little Rock, AR).
- › **Central Arkansas Library System John Gould Fletcher Library** (Little Rock, AR) Renovation and addition.
- › **Central Arkansas Library System Hillary Rodham Clinton Children's Library** (Little Rock, AR) Conceptual design for the butterfly pavilion.
- › **Central Arkansas Library System Sue Cowan Williams Library** (Little Rock, AR) Remodel.
- › **William F. Laman Public Library System Argenta Branch** (North Little Rock, AR) Renovation.
- › **William F. Laman Public Library System Main Library** (North Little Rock, AR) Addition and new teens' space.
- › **Camden & Ouachita County Library** (Camden, AR) New library.*



MODUS Engineers

Mechanical, Electrical & Plumbing Engineers
(Waterloo, Iowa)

MODUS is an innovative engineering firm that offers a full range of services in mechanical, electrical, plumbing, and technology design. As professional consulting engineers, MODUS emphasizes client service and excellence in engineering design. Founded in 1963 and incorporated in 1981, MODUS has established itself as a leader in the field of engineering design. The firm's success has come from a staff of high-performing engineers who provide a combination of top notch design capabilities and unparalleled service to clients. The firm's staff has more than doubled in the past five years. In addition MODUS's staff of highly skilled mechanical and electrical engineers, the firm has industry-leading designers in the specialized fields of building automation systems, lighting systems, and building technology systems.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Ames Public Library** (Ames, IA) Renovation to 48,000 sf library with a 27,000 sf expansion.*
- › **Pioneer Library System Norman Public Library Central** (Norman, OK) New 82,000 sf central library.*
- › **Pioneer Library System Norman Public Library East** (Norman, OK) New 12,500 sf branch library.*
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 131,532 sf central library and 1,830 sf expansion.*
- › **Des Moines Public Library Franklin Avenue Library** (Des Moines, IA) 14,720 sf renovation and 13,280 sf expansion to community library, certified LEED Platinum.
- › **Des Moines Public Library Central Library** (Des Moines, IA).
- › **Cedar Falls Public Library** (Cedar Falls, IA).

Tatum-Smith (TS)

Structural Engineer
(Rogers, Arkansas)

Tatum-Smith Engineers, Inc., (TS) is a structural engineering consultant with a portfolio that includes educational, institutional, commercial, retail, municipal, and industrial projects. Founded as Tatum Structural Engineering in 1996, the firm provides structural analysis, structural design, and project management services for all types of vertical construction. Attention to detail is held paramount throughout the firm's development of construction documents and BIM models. This focus is revealed in cost savings for the design and construction teams and, ultimately, the owner. TS pairs strengths with strengths in forming specific in-house structural teams for each individual project.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Benton County Courthouse** (Bentonville, AR) Renovation.
- › **Crystal Bridges Museum of American** (Bentonville, AR) Art hydration station.
- › **Bentonville City Hall** (Bentonville, AR) Renovation.
- › **Bentonville Fire Station #5** (Bentonville, AR).
- › **Bentonville School District High School** (Bentonville, AR).
- › **Benton County Juvenile Justice Center** (Bentonville, AR).
- › **Rogers Fire Stations** (Rogers, AR) Various renovations.



Ecological Design Group, Inc.

Civil Engineer
(Rogers, AR)

Ecological Design Group, Inc., is a small business, by choice, with offices in three of the six distinct regions of Arkansas: Ozarks, Delta, and River Valley. Founded by Martin Smith and Tanner Weeks in 2008, the firm is comprised of landscape architects, designers, and civil engineers, recognizing their passion and commitment to the reconnectedness of our community to the landscape. EDG creates innovative outdoor spaces that reconnect the environment with the social, cultural, and political aspects of our society. The firm's designs utilize one of our greatest natural resources water as a common thread for existence regarding all life. EDG's projects foster healthy, balanced relationships between people and their environment, while adapting to change over time and requiring only minimal and economical maintenance.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Hillary Rodham Clinton Children's Library** (Little Rock, AR) Conceptual design.**
- › **Woodruff County Library** ((Augusta, AR).
- › **Lake Atalanta Redevelopment** (Rogers, AR).
- › **Arkansas State Veterans Home** (North Little Rock, AR).
- › **Mission Heights Subdivision** (Fayetteville, AR).
- › **University of Arkansas Art & Design District** (Fayetteville, AR).

TEN x TEN

Landscape Architect
(Minneapolis, MN)

Founded in 2015 by Maura Rockcastle and Ross Altheimer, TEN x TEN is a landscape architecture and urban design practice grounded by a shared curiosity and passion for experimentation and agency. The firm collaborates with visionary clients and teams to co-create immersive future-focused landscapes that will adapt to social, economic, and environmental transformation. Capitalizing on creative alliances between fields, TEN x TEN operates comfortably within a shifting set of disciplinary boundaries. The firm designs for resilience and flexibility, monitoring what makes places thrive, adapt, and be loved long after they are built. The firm designs for people and habitats. With extensive experience working across the disciplines of architecture, landscape and art, TEN x TEN pays careful attention to craft, beauty, and the various levels of temporality inherent in any landscape. Ross and Maura share 25 years of practice in cultural, campus and public realm projects.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Pioneer Library System Norman Public Library Central** (Norman, OK) Planning and design for new 82,000 sf central library.*
- › **Pioneer Library System Norman Public Library East** (Norman, OK) Planning and design for new 12,500 sf branch library.*
- › **Campbell County Rockpile Museum** (Gillette, WY) Concept and building design for new county history museum.*
- › **Tri-Faith Initiative** (Omaha, NE) Campus master plan.
- › **Almono Mixed-Use Development Mill 19** (Pittsburgh, PA).*
- › **Scherer Park & Hall's Island** (Minneapolis, MN).
- › **Historic Fort Snelling** (Minneapolis, MN) Predesign and Phase I redevelopment.



Viridian

LEED Commissioning Consultant
(Little Rock, AR)

Viridian is an independent building consulting firm that specializes in sustainable consulting, commissioning, energy services, and building testing. Established in 2007 as a response to the growing demand for independent building commissioning services and sustainable building practices, Viridian is a leader in the field of sustainable design. The firm provides building stakeholders innovative and sustainable solutions to develop and maintain high performance facilities that are more energy efficient and reduce environmental impact, all while realizing significant financial savings in both up front and life cycle costs. Viridian's goal is to transform the built environment with sustainable solutions that are environmentally sound, socially responsible, and economically feasible. Viridian provides building solutions to building owners, architects and engineers to meet sustainable building objectives through programs such as the USGBC LEED green building certification program.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Hillary Rodham Clinton Children's Library** (Little Rock, AR) LEED consultant for LEED Gold certification, including fundamental and enhanced commissioning.**
- › **Central Arkansas Library System Sherwood Library** (Sherwood, AR) LEED consulting, including fundamental and enhanced commissioning and energy modeling.

Sextant Group

IT, Audiovisual & Acoustical Design Consultant
(Pittsburgh, PA)

The Sextant Group is a national independent, technology consulting firm that specializes in the planning and design of collaboration, presentation, communication, healing, and entertainment spaces. Architects, interior designers, owners, and facility planners rely on the Sextant Group as a technology adviser and consultant because of the firm's intrinsic understanding of how technology, communication, and presentation interact. Helping owners explore and articulate their present and future needs, the firm enables that dynamic to inform and shape the environment, resulting in more effective, efficient, and future-proofed systems and spaces.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Free Library of Philadelphia** (Philadelphia PA) Renovation of 83,000 sf including state-of-the-art classrooms, huddle rooms, videoconferencing rooms, a staff lounge and a teen multipurpose space.
- › **Henrico County Varina Area Library** (Henrico VA) Digital capture lab for recording digital projects, an internet café, study rooms, and a young adult section equipped with a self-contained computer gaming station.
- › **Indianapolis Public Library** (Indianapolis IN) Facilities assessment of branches, including strategic technology planning.*

Peters & Associates

Traffic Consultant
(Little Rock, AR)

Founded in 1981, Peters & Associates Engineers, Inc., is a small firm with extensive experience in a variety of engineering projects. The firm provides professional engineering services to public and private sector clients. The firm is a recognized expert in the area of traffic engineering that has provided professional traffic engineering services for many private and public sector clients.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Dickson Street Enhancement Project** (Fayetteville, AR) Traffic and parking study relative to the existing and projected traffic and parking conditions and needs.
- › **City of Fayetteville Township Street** (Fayetteville, AR) Study to determine appropriate design geometry for major signalized intersections, involving existing traffic data collection and projections of traffic volumes to account for growth in the corridor served by the route.
- › **PDCI Highway 112 Residential Subdivision** (Fayetteville, AR) Evaluation of the effects of a proposed development of a residential subdivision.
- › **Norman Public Library Central** (Norman, OK) Comprehensive traffic study associated with a planned roadway extension and a new central library.*

Mazzetti + GBA

Lighting Designer
(Denver, CO)

Mazzetti recently launched a dedicated, sustainable lighting design studio through an alliance with David Nelson & Associates (DNA). Led by Brennan Schumacher, former principal of DNA, the lighting design studio delivers high performing, environmentally responsible, beautiful, and affordable lighting solutions. Sustainability is at the root of this philosophy and evident in the firm's projects. The firm creates optimized lighting designs that seamlessly integrate with electrical and mechanical systems; utilize the latest equipment, technologies, and controls; masterfully blend electric lighting and daylighting; promote the health and wellbeing of all who use the space; achieve maximum energy efficiency; and are affordable and easy to maintain year-round. Mazzetti's lighting experts have achieved net zero energy building certifications, LEED certifications, and AIA COTE Top Ten Awards.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Norman Public Library Central** (Norman, OK) New 82,000 sf main library.*
- › **Pitkin Community Library** (Aspen, CO) Renovation to 32,774 sf library with a 6,000 sf addition.*
- › **Vail Public Library Snowdon & Hopkins Library** (Vail, CO).
- › **The Exploratorium** (San Francisco, CA) Certified LEED Platinum, net zero energy facility, winner of an AIA Top Ten Green Building Award.

Cost, Planning & Management International

Cost Estimator
(Des Moines, IA & Eagan, MN)

Cost, Planning & Management International, Inc. (CPMI) was formed in 1970 to provide cost management, scheduling, and project management services to owners and architects. The name reflects the firm's various roles as cost managers, planners, and agency construction managers. CPMI has represented owners on high-profile, public projects for more than 40 years. The firm has worked with local municipalities and state and federal agencies on a wide variety of projects. CPMI begins with the most comprehensive quantity survey possible and applies unit prices that are updated quarterly through published cost indexes and weekly construction economics reports. CPMI's cost estimators contact local material suppliers and contractors for up-to-date costs and market conditions. They thoroughly review and evaluate cost management reports for scope and completeness.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Cost estimating for new 96,000 sf library and 200-car parking structure.*
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Cost estimating for renovation and expansion to 145,391 sf central library.*
- › **Ames Public Library** (Ames, IA) Cost estimating for renovation to 48,000 sf library and 27,000 sf expansion.*

Library Planning Associates

Library Planner
(Normal, IL)

Library Planning Associates, Inc., (LPA) was formed in 1984 for the purpose of providing assistance and guidance to libraries as they explore future options for service. LPA's work has involved libraries of all types and sizes across the country and abroad. LPA provides analysis and planning services to libraries, mostly in the area of facilities planning. These planning efforts are rooted in the assessment and evaluation of library service and the projection of reasonable future service goals. Recent projects have involved the assessment of library service, the assessment of library space needs, assistance with architect selection, evaluation of potential sites, preparation of building program statements, preparation of capital development plans, and the preparation of applications for grant funding. LPA brings a librarian's perspective, emphasizing the services that the library should provide to meet community needs.

REPRESENTATIVE PROJECT EXPERIENCE*

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Program and master planning for new 96,000 sf library and planning for expansion.*
- › **Anne Arundel County Public Library Master Plan** (Anne Arundel County, MD) Facilities master plan to guide capital planning through 2031.*
- › **Madison Public Library Central Library** (Madison, WI) Needs assessment for central library expansion.*

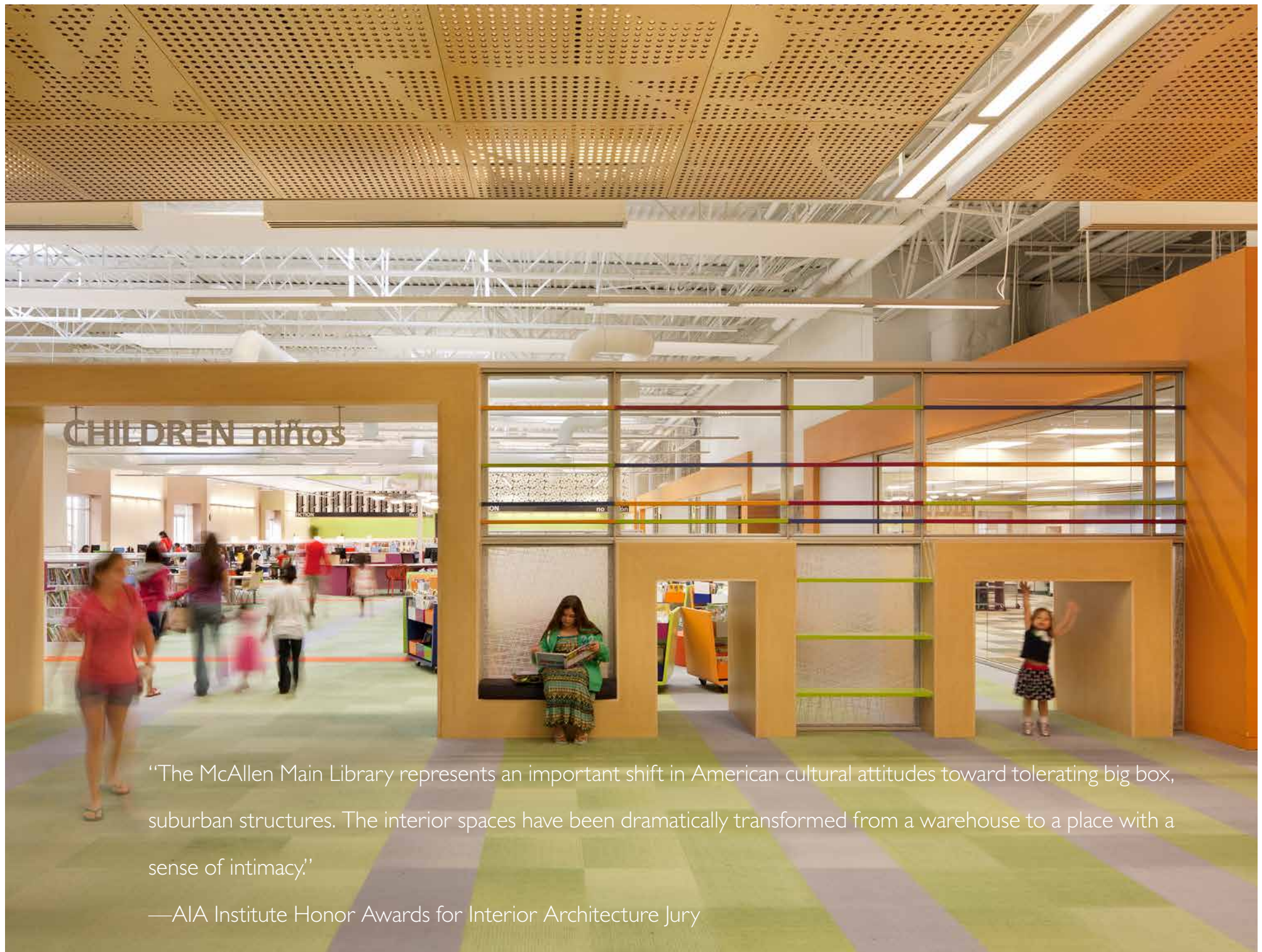
McAllen Public Library Main Library

Location	McAllen, TX
Size	124,500 sf
Completion Year	2011
Interior Architect/Interior Designer	MSR
Architect of Record	BSG

- › Relocation of central library from an existing smaller building downtown to a converted Walmart store to create a highly functional, flexible 21st-century library—the largest single-story library in the U.S.
- › Design reflects McAllen's role as the crossroads for thousands of migrating birds, insects, and mammals by focusing on movement and migration.
- › Materials, patterns, colors, and forms undulate throughout to create elements that organize the spaces and provide landmarks for visitors.



- › Winner of a national AIA Honor Award for Interior Architecture and an AIA Minnesota Honor Award, as well as an ALA/IIDA Library Interior Design Best Overall Award and Best of Category Award for Public Libraries Over 30,000 sf.



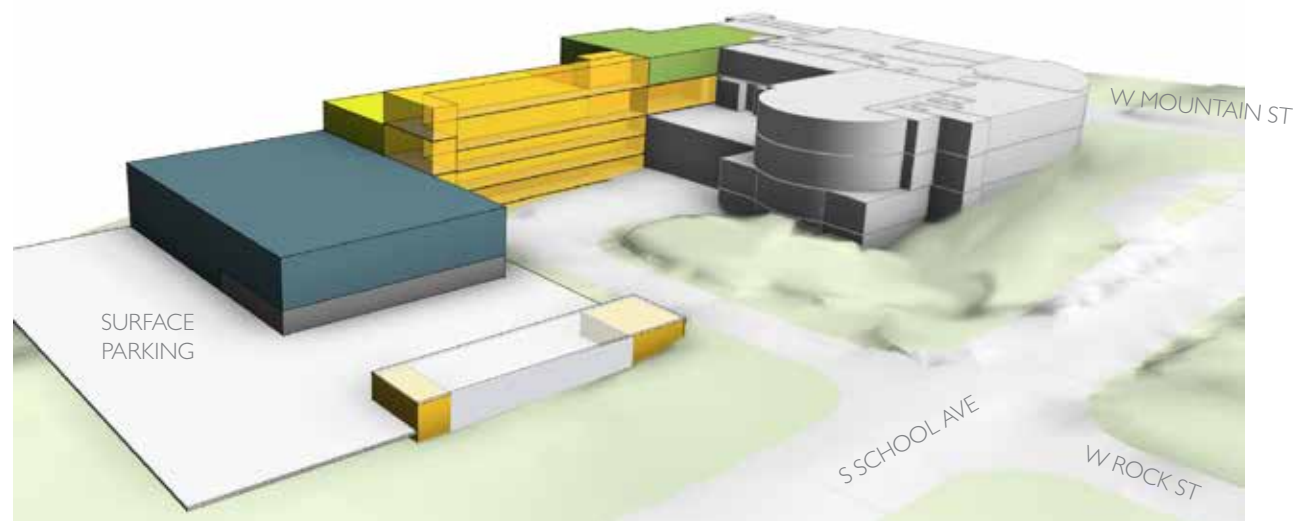
"The McAllen Main Library represents an important shift in American cultural attitudes toward tolerating big box, suburban structures. The interior spaces have been dramatically transformed from a warehouse to a place with a sense of intimacy."

—AIA Institute Honor Awards for Interior Architecture Jury

Fayetteville Public Library Blair Library

Location	Fayetteville, AR
Size	96,000 sf (renovation) 80,000 sf (expansion)
Completion Years	2004 (original building) 2010 (master plan) 2016 (expansion study)
Lead Architect/Interior Designer	MSR
Associate Architect	AFHJ
Library Planner	LPA

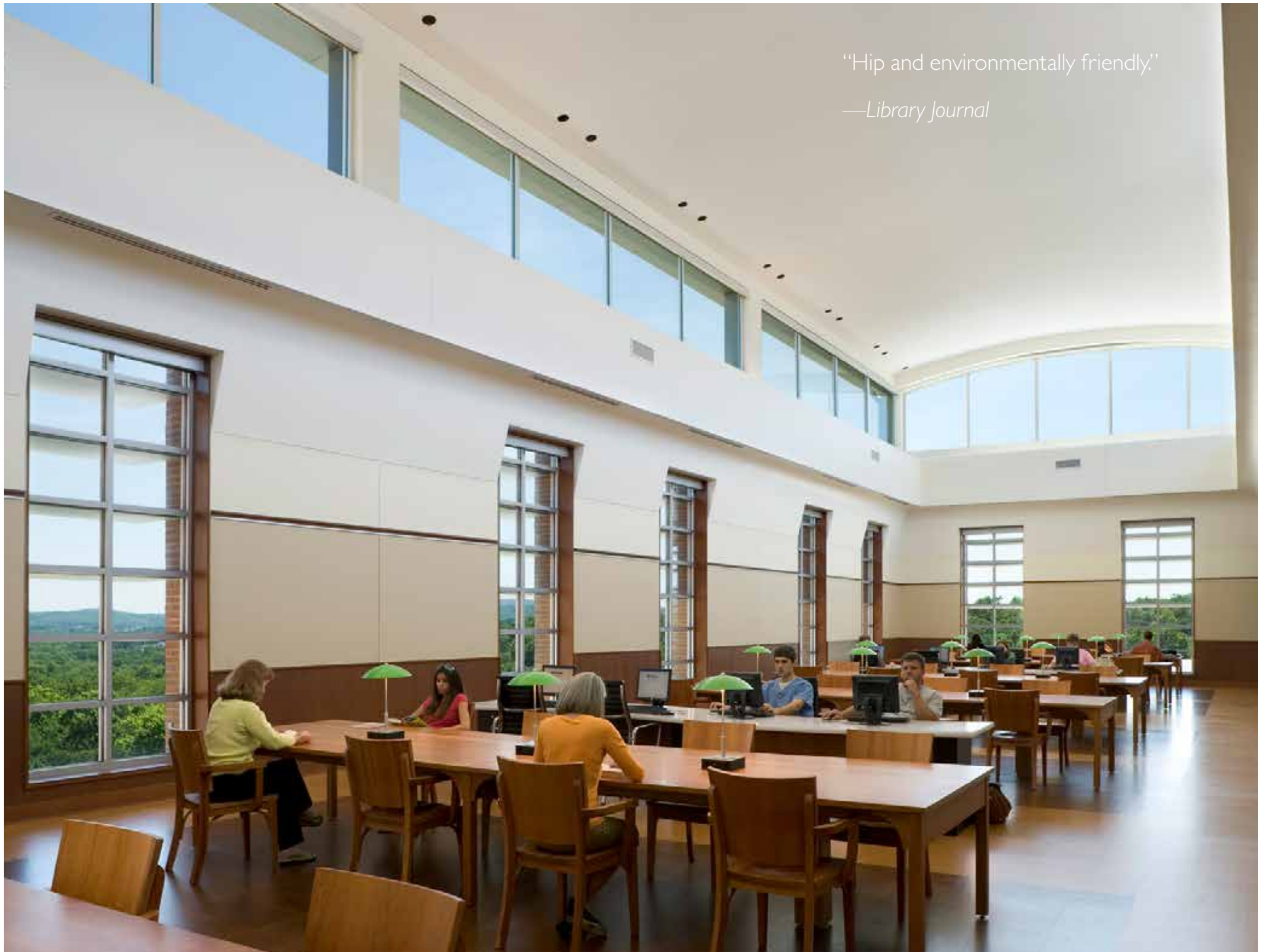
- › Master planning, programming, and full design of an expansion that nearly doubles the size of the existing MSR-designed public library, which opened in 2004.
- › The original building was designed for expansion upwards and outwards from the southwest corner of the parking garage, with the potential to use a portion of an unoccupied hospital site across Rock Street.



- › First LEED-registered building in State of Arkansas, the original library was certified LEED-NC 2.0 Silver.
- › The preferred expansion option includes a 750-seat, multi-purpose space that can function as an auditorium with retractable seating for community events.
- › Will also include library meeting and group study rooms, an expanded youth services area, more collection space, more computers, a maker space, and more parking.

"Hip and environmentally friendly."

—*Library Journal*



Ramsey County Library Roseville Library

Location	Roseville, MN
Size	44,797 sf (renovation) 25,791 sf (addition)
Completion Year	2010
Architect/Interior Designer	MSR

- › Evaluation study, space use program, fundraising support, and full design for a much-needed, complete transformation of the busiest library in Minnesota, which was housed in a dark, unwelcoming, dated, and inefficient 1980s building.
- › Design focuses on incorporating daylight and views to outside that frame the mature tree canopy and screen the public's view into adjacent residential backyards.
- › Open sightlines and clear wayfinding allow patrons to easily find what they are looking for.



- › Certified LEED-NC 2.2 Gold.
- › Winner of an AIA Minnesota Honor Award, ALA/IIDA Library Interior Design Honorable Mention Award, and IIDA/Metropolis Magazine Smart Environments Award.
- › Named a 2011 *Library Journal* New Landmark Library.



“There’s no doubt that Roseville [Library] is, in the words of the [LJ] New Landmark Libraries] judges, ‘an amazing transformation’ and a ‘dynamic improvement to an old-fashioned civic building.’ The designers broke through the design template of the 21st-century’s first decade.”

—*Library Journal Library by Design Supplement*

Madison Public Library Central Library

Location	Madison, WI
Size	94,320 sf (renovation) 25,680 sf (new)
Completion Year	2013
Architect/Interior Designer	MSR
Associate Architect	Potter Lawson
Library Planner	LPA

- › Program and full design for renovation and expansion of a worn, 45-year-old central library through an extensive public process.
- › Features a new entrance, more natural light, other façade improvements, and a partial third floor addition.
- › Reconfiguration includes dedicated areas for collections, youths, teens, a technology center and coffee shop, commons, maker spaces, reading and meeting rooms, and a green terrace on the third floor.



- › Certified LEED-NC v.3 Gold with sustainable strategies including on-site renewable energy through photovoltaic panels on the roof.
- › 2015 *Library Journal* New Landmark Library.
- › Winner of an ALA/IIDA Library Interior Design Award and IIDA Northland Chapter FAB Award for Excellence in Sustainability.
- › Selected as one of the national American Public Works Association Projects of the Year.

ABOVE (top) children's area with inviting reading coves; (bottom left to right) main entrance; maker space that is part of the library's new Bubbler creativity workshops; daylit third floor addition that houses meeting rooms, an art gallery, and administrative offices, as well as a reading room and terrace that can be rented for private events.

Tulsa City-County Library Central Library

Location	Tulsa, OK
Size	145,391 sf (renovation)
Completion Year	2016
Architect/Interior Designer	MSR

- › Renovation and expansion to 1965 central library building.
- › Being designed to meet LEED Gold certification and to serve to educate the public about the best building practices and sustainability.
- › As the library system's flagship, the central library will continue to serve the needs of businesses, organizations, and residents of Tulsa County.
- › Features an innovative education center that will serve as a resource for teachers and students.
- › Includes a maker space, literacy lab, and four resource centers that offer a new take on reference areas.



Central Arkansas Library System Oley E. Rooker Library

Location	Little Rock, AR
Size	13,600 sf
Completion Year	2010
Architect/Interior Designer	Allison + Partners

- › New community library located on a prime corner along the main route to Otter Creek and Stagecoach Road.
- › Involved community input in which the neighborhood expressed desire for the building to serve as a landmark.
- › The main reading room is contained under a large sheltering roof of laminated wood beams with glass enclosing walls.
- › Transparent and filled with light, this project is a warm, inviting beacon for the citizens of Little Rock.



- › Certified LEED Silver with sustainable features including a geothermal heating and cooling system and abundant day lighting.
- › The first LEED certified project for the Central Arkansas Library System.
- › Winner of a 2011 AIA Arkansas Members' Choice Award.

William F. Laman Public Library

Location	North Little Rock, AR
Size	12,000 sf
Completion Year	2009
Architect/Interior Designer	Allison + Partners

- › Second floor addition along with a major renovation of the first floor reading room for community library.
- › Includes new internet and gaming space with 48 computer stations and a gallery.
- › New exhibit hall that provides flexible space for showcasing traveling exhibitions and hosting receptions and new coffee bar.
- › First floor remodel includes a new state-of-the-art reading room with new lighting, finishes, furnishings, e-mail stations, and display space.
- › Sustainable features include daylight harvesting, a reflective roof, and interior concrete finishes.



- › Winner of a 2009 ASID South Central Chapter Gold Award for Excellence.

recent public library projects

- › **Aberdeen Public Library** (Aberdeen, SD) Planning study and full design for new 28,200 sf library on new site, to be completed in 2017 (with CO-OP).
- › **Ames Public Library** (Ames, IA) Feasibility study, site selection, public input process, fundraising support, and full design for renovation to 48,000 sf library (including historic Carnegie library) and 27,000 sf expansion, completed in 2014.
- › **Anoka County Library Northtown Library** (Blaine, MN) Renovation to 10,000 sf branch library, completed in 2014.
- › **Buffalo & Erie County Central Library** (Buffalo, NY) Use analysis and program for 400,000 sf central library, completed in 2011 (with Architectural Resources and S.R. Kent, LLC).
- › **Camden Public Library** (Camden, AR) New 9,600 sf community library, completed in 2014.*
- › **Duluth Public Library** (Duluth, MN) Facilities study to determine space needs and to determine whether to renovate current main library or build a new facility, completed in 2015 (with Library Strategies).
- › **Ellsworth Public Library** (Ellsworth, WI) Space options evaluation, concept designs, and evaluations of buildings to consider for reuse as a library, completed in 2013.
- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Master plan, program, and full design for new 96,000 sf library, completed in 2004 (with AFHJ); reconfiguration space study, completed in 2010; master plan to determine number of branch libraries to add to system (completed in 2010); and study for 80,000 sf expansion to existing facility, (completed in 2016).**
- › **High Plains Library District Riverside Library & Cultural Center** (Evans, CO) New 12,000 sf library as part of library and cultural center, completed in 2014 (with Roth Sheppard).
- › **Lake City Public Library** (Lake City, MN) Renovation to 4,800 sf library and 1,200 sf addition, completed in 2015.
- › **Louisville Free Public Library Fairdale Branch Library** (Louisville, KY) New 7,000 sf branch library, completed in 2012.
- › **Louisville Free Public Library Regional Libraries** (Louisville, KY) Program and full design for three new 40,000 sf regional library, completion years 2014–2018.
- › **Madison Public Library Central Library** (Madison, WI) Needs assessment and full design for renovation to existing 94,320 sf central library with a 25,680 sf expansion, completed in 2013.**
- › **McAllen Public Library Main Library** (McAllen, TX) Adaptive reuse of Walmart into new 124,500 sf library, completed in 2011.
- › **Metropolitan Library System Capitol Hill Library** (Oklahoma City, OK) Remodeling of 17,000 sf branch library, with a planned 2,800 sf addition, completion TBD (with Guernsey).



recent public library projects

- › **Missoula Public Library** (Missoula, MT) Program, pre-design, and full design for new 90,000 sf central library to include shared facilities with children's museum, science museum, and local public access TV station, to be completed in 2019 (with A&E Architects).
- › **Monticello Public Library** (Monticello, AR) New 20,000 sf regional library for Southeast Arkansas Regional Library and Drew County Library, completed in 2014 (with ETC).
- › **Mount Prospect Public Library** (Mount Prospect, IL) Predesign and full design for renovation of 50,000 sf library and 51,290 sf expansion, completed in 2004, and 2nd floor remodel, completed in 2014.
- › **Muskogee Public Library** (Muskogee, OK) Master plan for public library, completed in 2010; and site selection, programming, and full design for 35,622 sf renovation and 23,036 sf expansion to community library, awaiting funding.
- › **Pioneer Library System Norman Public Library Central** (Norman, OK) Planning and design for new 82,000 sf central library, to be completed in 2019.
- › **Pioneer Library System Norman Public Library East** (Norman, OK) Planning and design for new 12,500 sf branch library, to be completed in 2018.
- › **Pitkin County Library** (Aspen, CO) Interiors for 31,000 sf library renovation and 5,000 sf addition, completed in 2016.
- › **Pleasant Grove Public Library** (Pleasant Grove, UT) Improvements to 6,000 sf within community library, completed in 2014.
- › **Pope County Library** (Russellville, AR) Needs assessment and master plan for county library system, completed in 2012 (with LPA).
- › **Rice Lake Public Library** (Rice Lake, WI) Preliminary study and site analysis to determine whether to expand current library or build a new library, completed in 2013.
- › **Siloam Springs Public Library** (Siloam Springs, AR) Study and full design for new 25,000 sf community library, completed in 2016.
- › **Springville Public Library** (Springville, UT) Interior design for new 40,000 sf library, completed in 2011 (with JRCA Architects).
- › **Superior Public Library** (Superior, WI) Space use study (completed in 2014) and full design for renovation to 33,000 sf library, to be completed in 2018.
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 145,391 sf central library and 1,830 sf expansion, as well as a new parking garage and loading dock, completed in 2016.



ABOVE (left to right) Pitkin County Library; rendering of Norman Public Library Central; Tulsa City-County Library Central Library; Siloam Springs Public Library.

appendix

Jack Poling, AIA, LEED AP

Principal in Charge

MSR



Senior principal and managing partner of MSR, Jack has led MSR teams on more than 40 library projects. His work has received numerous awards, including a national AIA Honor Award for Interior Architecture for the new McAllen Main Library (located in a converted Walmart big box retail store) and AIA Minnesota Honor Awards for the McAllen Main Library, the renovation and expansion of the Ramsey County Roseville Library, the new Dallas Public Library Lochwood Branch Library, and the adaptive reuse of a former grocery store into Denton Public Library's new North Branch Library. The Roseville Library also was named a *Library Journal* New Landmark Library, and the McAllen Main Library received an ALA/IIDA Library Interior Design Best Overall Award. Jack gave a talk at the 2008 Public Library Association conference entitled "Rethinking the Big Box: Restocking the Shelves with Books." He has also led workshops at *Library Journal's* Design Institute seminars and at conferences for the Minnesota Library Association and Wisconsin Association of Academic Librarians. Jack holds a Master of Architecture from the University of Minnesota and a Bachelor of Environmental Design from Texas A&M University.

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YEARS OF EXPERIENCE

32

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Program and concepts for an expansion that nearly doubles the size of the existing MSR-designed public library.
- › **McAllen Public Library Main Library** (McAllen, TX) Adaptive reuse of former Walmart into 124,500 sf library.
- › **Ramsey County Roseville Library** (Roseville, MN) Program and full design for 44,797 sf renovation and 25,791 sf second-floor expansion.
- › **Siloam Springs Public Library** (Siloam Springs, AR) New 25,000 sf community library.
- › **Buffalo & Erie County Central Library** (Buffalo, NY) Use analysis and program for 400,000 sf central library (with Architectural Resources and S.R. Kent, LLC).
- › **Lincoln Public Library Main Library** (Lincoln, NE) Concept study for main library to determine whether to expand the current facility to 150,000 sf or relocate the library (with Sinclair Hille Architects and S.R. Kent, LLC).
- › **Mount Prospect Public Library** (Mount Prospect, IL) Predesign and full design for renovation of 50,000 sf library and 51,290 sf expansion.
- › **Missoula Public Library** (Missoula, MT) Program, predesign, and full design for new 90,000 sf central library.



ABOVE (top to bottom) adaptive reuse of former Walmart store into the new McAllen Public Library Main Library; renovated and expanded Ramsey County Library Roseville Library; renovated and expanded Mount Prospect Public Library.

Jeffrey Scherer, FAIA

Principal Advisor Related to Original Building
MSR



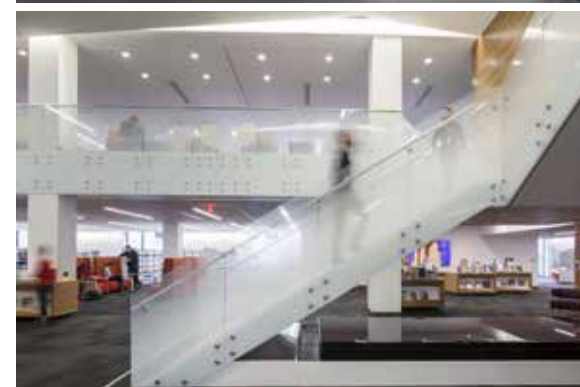
An emeritus MSR founding principal, Jeff actively embraces the community process, leads through listening, and enjoys those unexpected moments when the best idea surfaces from the most unlikely source. Jeff has practiced architecture since 1971 in Germany, France, the UK, and the United States. His design experience includes libraries, commercial office buildings, and residences. Known for leading the discussion on important issues surrounding libraries and the workplace today, Jeff has given lectures at International Federation of Library Associations and Institutions (IFLA), American Library Association (ALA), and Public Library Association (PLA) conferences and has written numerous articles and books on topics related to libraries and office space. Jeff served as chair of the Architecture for Public Libraries Committee for the Buildings and Equipment (BES) section of the Library Leadership and Management Association (LLAMA) division of ALA and is a past member of the IFLA Buildings and Equipment Section Standing Committee. His work has received numerous design awards, including a national AIA Honor Award and an AIA/ALA Library Building Award. Jeff was elected into the AIA College of Fellows in 1998.

YEARS OF EXPERIENCE

46

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Master plan, program, and full design for new 96,000 sf library; reconfiguration space study; master plan to determine number of branch libraries to add to system; and study for 80,000 sf expansion to existing facility.
- › **Madison Public Library Central Library** (Madison, WI) Needs assessment and full design for renovation to existing 94,320 sf central library with a 25,680 sf expansion
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 145,391 sf central library and 1,830 sf expansion, as well as a new parking garage and loading dock.
- › **Ames Public Library** (Ames, IA) Feasibility study, site selection, public input process, fundraising support, and full design for renovation to 48,000 sf library and 27,000 sf expansion
- › **Hennepin County Library Ridgedale Regional Center** (Minnetonka, MN) Renovation of 103,000 sf library and 61,450 sf expansion.
- › **Fort Smith Public Library** (Fort Smith, AR) Feasibility study, site evaluation and selection, and full design for new 67,000 sf main library and 3 branch libraries of 11,720 sf each.
- › **Bentonville Public Library** (Bentonville, AR) New 38,000 sf library.



ABOVE (top to bottom) Fayetteville Public Library's Blair Library; Madison Public Library Central Library; Tulsa City-County Library Central Library.

Stephen Bellairs, AIA, LEED AP

Project Manager

MSR



A senior associate with the firm, Stephen has worked in the United States, United Kingdom, and Europe. Stephen has a wide range of design experience, working on library system master plans; office

and data center master plans; commercial buildings; institutional facilities such as historic and new libraries, court houses, and schools; refurbishments of historic commercial and residential properties; multi-unit and single family residences; and entertainment facilities. Stephen is currently a member of the Minneapolis Chamber of Commerce Leadership Twin Cities and, while living in Maryland, served as a community liaison to the Montgomery County Civic Association and member of the Building for the Next Generation Committee for a church. He has published papers in facilities management journals, lectured on construction administration practices in the UK, and served as a juror for professional design competitions and student reviews.

Stephen holds a Bachelor of Architecture and Bachelor of Arts in Building Arts from the University of Port Elizabeth School of Architecture in South Africa.

YEARS OF EXPERIENCE

30

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Study for expansion to 96,000 sf library.
- › **Duluth Public Library** (Duluth, MN) Facilities study to determine space needs and to determine whether to renovate current main library or build a new facility.
- › **Indianapolis Public Library Branch Facilities** (Indianapolis, IN) Facilities assessment and analysis of services for 22-branch city library system (with RATIO).
- › **Anne Arundel County Public Library** (Anne Arundel County, MD) Facilities master plan to guide capital planning through 2031 for a recommended 613,000 sf of systemwide library space.
- › **Eastern Shore Regional Library** (Eastern Shore Region, MD) Facilities master plan to guide capital planning through 2032 for 8 county library systems.
- › **Pioneer Library System Norman Public Library East** (Norman, OK) Planning and design for new 12,500 sf branch library.
- › **Folger Shakespeare Library** (Washington, DC) Feasibility study and full design for renovation to historic library and museum.
- › **Drexel University Antoinette Westphal College of Media Arts & Design URBN Center** (Philadelphia, PA) Adaptive reuse of two former office buildings into new collaborative media arts and design center.



Leanne Larson, CID, IIDA, LEED AP

Interior Designer

MSR



Leanne joined MSR in 1997 and is a senior associate with the firm. A certified interior designer, she offers extensive interior design experience and retail merchandising strategies for planning and layout.

Her design talent and contributions on a vast array of project types have led to numerous awards, including a national AIA Honor Award for Interior Architecture and ALA/IIDA Library Interior Design Best Overall Award for the McAllen Public Library Main Library. Leanne believes that a building's interior spaces should be well used and well loved, while always look fresh and inviting. Leanne's volunteer work with the Best Prep Classroom Plus program and IIDA's student mentorship program regularly puts her in the classroom where she shares her vast knowledge on the interior design profession. She was an adjunct faculty member in the Department of Art & Design at the University of Wisconsin-Stout from 2004 to 2005 and taught in the Interior Design Program at Dakota County Technical College from 2006 to 2007. Leanne holds a Bachelor of Fine Arts in Interior Design and Bachelor of Science in Retail Merchandising and Management, with honors, from the University of Wisconsin-Stout.

YEARS OF EXPERIENCE

19

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) New 88,754 sf library.
- › **McAllen Public Library Main Library** (McAllen, TX) Adaptive reuse of former Walmart into 124,500 sf library.
- › **Mount Prospect Public Library** (Mount Prospect, IL) 50,000 sf renovation and 51,290 sf expansion.
- › **Saint Paul Central Library** (Saint Paul, MN) Historic renovation of 88,000 sf central library.
- › **Pitkin County Library** (Aspen, CO) Interiors for 31,000 sf library renovation and 5,000 sf addition.
- › **Saint Cloud Public Library** (Saint Cloud, MN) New 118,025 sf regional library.
- › **Rancho Mirage Public Library** (Rancho Mirage, CA) New 45,092 sf library.
- › **Dallas Public Library Lochwood Branch** (Dallas, TX) New 20,000 sf library.
- › **Denton Public Library North Branch** (Denton, TX) Adaptive reuse of former grocery store into 32,801 sf branch library.
- › **Wilkinson Public Library** (Telluride, CO) New 21,000 sf library.
- › **Bentonville Public Library** (Bentonville, AR) New 38,000 sf library.
- › **Bud Werner Memorial Library** (Steamboat Springs, CO) 9,000 sf library renovation and 25,000 sf expansion.



ABOVE (top to bottom) McAllen Main Library; Fayetteville Public Library's Blair Library; Pitkin County Library.

Kate Michaud, AIA, LEED AP

Project Architect

MSR



Kate joined MSR in 2012. An associate with the firm, she has worked on a diverse mix of project types including public libraries, market rate and affordable multi-family housing, single family residences, and corporate offices. Kate believes that everyone can benefit from good design and that a project should have a positive impact on the occupants as well as the surrounding community.

Her work has been recognized with numerous awards, including an AIA Chicago Distinguished Building Award, AIA Iowa Honor Award, two Richard H. Driehaus Foundation Awards for Architectural Excellence in Community Design, and the AIA School Medal for the top ranked graduating student.

Engaged with her community, Kate currently serves on the Kingfield Redevelopment Committee and participated in the Urban Land Institute Minnesota Housing Initiative Advisory Committee from 2015–2016. She is a registered architect and holds a Bachelor of Architecture from Iowa State University.

YEARS OF EXPERIENCE

13

REPRESENTATIVE PROJECT EXPERIENCE

- › **Ames Public Library** (Ames, IA) Renovation to 48,000 sf library and 27,000 sf expansion.
- › **Pioneer Library System Norman Public Library Central** (Norman, OK) Planning and design for new 82,000 sf central library.
- › **Superior Public Library** (Superior, WI) Space use study and full design for renovation to 33,000 sf library.
- › **Metropolitan Library System Capitol Hill Library** (Oklahoma City, OK) Remodeling of 17,000 sf branch library, with a planned 2,800 sf addition.
- › **Church of the Epiphany Master Plan** (Plymouth, MN) Master plan to examine the adequacy of a 1983 church building to meet the needs of the Church's members and long-term goals.
- › **Transit for Livable Communities Office** (Saint Paul, MN) Office expansion for nonprofit organization.
- › **House of Charity Mixed-Use Facility** (Minneapolis, MN) New mixed-use facility in downtown Minneapolis for nonprofit that provides food, housing, and services for those in need.
- › **Lawndale Gateway** (Chicago, IL) 28 affordable homes, ranging from single-family to 6-unit flats.*
- › **Heartland Housing Harvest Commons Apartments** (Chicago, IL) Conversion of historic Art Deco hotel into 90-units of affordable, supportive housing with an on-site urban farm, teaching kitchen, and social enterprise cafe.*



* with Landon Bone Baker Architects.
 ABOVE (top to bottom) rendering of House of Charity Mixed-Use Facility; renovated and expanded Ames Public Library; rendering of new Pioneer Library System Norman Public Library Central.

Ligeia Cholensky

Signage Designer

MSR



Ligeia went to school to become an architect and ultimately chose a career as a graphic and signage designer within an architecture firm. Her well-trained eye is invaluable in the creation of signage packages

for projects, at photo shoots, and in producing the firm's various promotional materials. She seamlessly moves between myriad design programs, often assisting architects with drawings, presentations, and awards submissions. Ligeia also manages the firm's website and is a member of the AIA Minnesota Committee on Design. She received a 2014 AIA Minnesota Presidential Citation for her dedicated work on that committee.

An associate with MSR, Ligeia serves as the firm's graphics manager. She holds a Bachelor of Arts, magna cum laude, with a major in Architecture and a minor in American Indian Studies from the University of Minnesota. Ligeia also studied abroad in the Denmark International Studies program for a semester and continues to have a passion for international travel.

YEARS OF EXPERIENCE

20

REPRESENTATIVE PROJECT EXPERIENCE

- › **McAllen Public Library Main Library** (McAllen, TX) Signage design for adaptive reuse of Walmart into new 124,500 sf main library.
- › **Ramsey County Roseville Library** (Roseville, MN) Signage design for 44,797 sf library renovation and 25,791 sf expansion.
- › **Madison Public Library Central Library** (Madison, WI) Signage design for 94,320 sf renovation and 25,680 sf expansion to central library.
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Signage design for renovation and expansion to central library.
- › **Dallas Public Library Lochwood Branch** (Dallas, TX) Signage design for new 20,000 sf library.
- › **Fargo Public Library** (Fargo, ND) Signage design for new 52,620 sf main library.
- › **Louisville Free Public Library Newburg Branch** (Louisville, KY) Signage design for new 8,348 sf branch library.
- › **Ames Public Library** (Ames, IA) Signage design for library renovation and expansion.
- › **Saint Cloud Public Library** (Saint Cloud, MN) Design of children's area mural for new 118,025 sf regional library.
- › **Pioneer Library System West Side Branch Library** (Norman, OK) Signage design for new 19,000 sf branch library.



ABOVE (top to bottom) entrance to children's area in expanded Ramsey County Library Roseville Library; signage for nonfiction area of McAllen Public Library Main Library; signage for reimagined Madison Public Library Central Library.

Chris Hartsfield, AIA

Local Principal in Charge

Allison + Partners



Because of his strong organizational skills, Chris has been selected to be project architect on some of the firm's most complex projects including Hillside Auditorium and the Jim and Joyce

Faulkner Performing Arts Center at the University of Arkansas at Fayetteville and the New Residential Halls and Dining Facility at the University of Arkansas at Fort Smith. His diverse architectural skills and knowledge make him perfect for overseeing coordination with structural, mechanical, and electrical engineers as well as conducting job site inspections for compliance with construction drawings. With the firm since 2001, he has performed a range of services from principal in charge to project architect, to construction administration. Chris supervises the documentation department in addition to training new designers. His experience includes higher education, government, library, and park and recreational facilities. Chris holds a Bachelor of Architecture from the University of Arkansas, Fayetteville.

YEARS OF EXPERIENCE

20

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Oley E. Rooker Library** (Little Rock, AR) New library.
- › **Camden & Ouachita County Library** (Camden, AR) New library.*
- › **William F. Laman Public Library Argenta Branch** (North Little Rock, AR) Conversion of old post-office into branch library.
- › **Tommy Marshall Curiosity Center** (Eudora, AR).
- › **University of Arkansas Fayetteville Willard J. Walker Hall Sam M. Walton College of Business** (Fayetteville, AR).
- › **University of Arkansas Fayetteville Hillside Auditorium** (Fayetteville, AR).
- › **University of Arkansas Fayetteville Jim & Joyce Faulkner Performing Arts Center** (Fayetteville, AR).
- › **University of Arkansas Fayetteville Peabody Hall** (Fayetteville, AR) Restoration and renovation.
- › **University of Arkansas Fayetteville Duncan Avenue Apartments** (Fayetteville, AR).
- › **University of Arkansas Fort Smith Lions Den Residence Halls & Dining Facility** (Fort Smith, AR).
- › **The New School Preschool & Administration Building with Performing Arts Center** (Fayetteville, AR).
- › **Black River Technical College Health Science Complex** (Pocahontas, AR).
- › **Little Rock School District Wakefield Elementary School** (Little Rock, AR) Addition.
- › **Little Rock School District Chicot Primary School** (Little Rock, AR).
- › **Little Rock Job Corps Campus** (Little Rock, AR).
- › **University of Arkansas Fayetteville Alpha Omicron Pi Fraternity** (Fayetteville, AR).

Aaron Ruby, AIA, LEED AP

Local Project Manager

Allison + Partners



Aaron merged the firm he founded in 2006, Ruby Architects, Inc. with Allison + Partners in 2014. He has attended numerous conferences in traditional building and workshops organized by the International Preservation Trades Network to learn traditional crafts, including timber framing, plaster gauging, tuck-pointing, stone-carving, slating, and slaking lime. Aaron has 20 years' experience working on projects of all types, including historic properties. He holds a Bachelor of Architecture from the University of Arkansas.

MEMBERSHIPS

- › Little Rock Visitors Foundation.
- › Little Rock Capital Zoning District Design Review Committee.
- › Historic Preservation Alliance of Arkansas Board of Directors, 2006–2010.

YEARS OF EXPERIENCE

20

REPRESENTATIVE PROJECT EXPERIENCE

- › **Black River Technical College Health Science Complex** (Pocahontas, AR).
- › **University of Arkansas Fayetteville Jim and Joyce Faulkner Performing Arts Center** (Fayetteville, AR).
- › **University of Arkansas Fayetteville Sigma Alpha Epsilon House** (Fayetteville, AR) Renovation and addition.
- › **University of Arkansas Fayetteville Historic Campus** (Fayetteville, AR) Master plan.
- › **Dyess Administration Building** (Dyess, AR) Rehabilitation.
- › **Dyess Welcome Center & Gift Shop** (Dyess, AR) Restoration.
- › **Johnny Cash Boyhood Home** (Dyess, AR) Restoration.
- › **Historic Arkansas Museum Blacksmith Shop** (Little Rock, AR).
- › **Historic Arkansas Museum William E. Woodruff Print Shop** (Little Rock, AR) Reconstruction.
- › **Historic Tushek Building** (Lake Village, AR) Rehabilitation.
- › **Woolsey Homestead** (Fayetteville, AR) Historic structure report, master plan, and reconstruction.

Jason Oury, AIA, LEED AP

Project Architect for Construction Administration
Allison + Partners



Due to his experience and efficiency of managing building projects in Northwest Arkansas and his passion for great design, Jason was hired to manage the Allison + Partners office in Fayetteville, Arkansas. Having spent 20 years in the landscaping and building industry, he is just as comfortable in the job site trailer as he is at the drafting board. With a strong attention to detail and coordination, an eye for design, and a love of the landscape, Jason is quickly establishing himself as a valued member of our design team. Jason has managed the design and construction administration of a wide range of project types, including high-rise office buildings, medical clinics, retail buildings, educational facilities, event centers, sports facilities, and churches. Jason and his wife, Erin, own and operate the Soggy Hollow House Project—an educational experiment in sustainable urban farming. Jason holds a Bachelor of Architecture from the University of Arkansas.

YEARS OF EXPERIENCE

7

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Hillary Rodham Clinton Children Library** (Little Rock, AR) Conceptual Design for butterfly pavilion.
- › **University of Arkansas Fayetteville Sigma Alpha Epsilon House** (Fayetteville, AR) Renovation and addition.
- › **Johnson Medical Office Building** (Johnson, AR).
- › **Johnson Law Office Building** (Johnson, AR).
- › **Shackleford Road Vet Clinic** (Little Rock, AR).
- › **Robinson Auditorium** (Little Rock, AR) Conceptual design for renovation and addition.**
- › **Northwest Medical Plaza at Pinnacle** (Rogers, AR).**
- › **Northwest Medical Plaza Eastside** (Springdale, AR).**
- › **Pinnacle Springs Retail Building** (Rogers, AR).**
- › **Hunt Tower** (Rogers, AR).**
- › **Haas Hall Academy** (Rogers, AR).**

Sarah Goss, ASID

Local Interior Designer
Allison + Partners



As director of Allison + Partners' interior design department, Sarah provides dedication to excellence and responsive service. In addition to space planning and tenant finish out, her capabilities include early coordination with architectural design and materials, furniture selection, and installation observation. Sarah holds a Bachelor of Science in Family and Consumer Sciences from the University of Central Arkansas (summa cum laude).

YEARS OF EXPERIENCE

11

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System John Gould Fletcher Library** (Little Rock, AR) Renovation and addition.
- › **Central Arkansas Library System Oley E. Rooker Library** (Little Rock, AR) New library.
- › **Camden & Ouachita County Library** (Camden, AR) New library.*
- › **William F. Laman Public Library Argenta Branch** (North Little Rock, AR) Conversion of old post office into branch library.
- › **William F. Laman Public Library** (North Little Rock, AR) Addition and new teens' center.

Harry Doyle, PE

Principal Electrical Engineer
MODUS Engineers



Harry is the senior principal for MODUS, having overseen its success and expansion for over 30 years. In addition to studies, design, renovations, and additions of structures of varied uses, Harry's

vast project experience includes schematic development and design of many types of facilities. He has served numerous clients in the various market sectors throughout Iowa, including Iowa State University, and in doing so has established MODUS as one of the most successful MEPT firms in the state. Harry holds a Bachelor of Science in Electrical Engineering from Iowa State University.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Ames Public Library** (Ames, IA) Renovation to 48,000 sf library with a 27,000 sf expansion.*
- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 145,391 sf central library and 1,830 sf expansion.*
- › **Des Moines Public Library Franklin Avenue Library** (Des Moines, IA) 14,720 sf renovation and 13,280 sf expansion to community library, certified LEED Platinum.
- › **Cedar Falls Public Library** (Cedar Falls, IA).
- › **Elkader Public Library** (Elkader, IA).
- › **Forest City Public Library** (Forest City, IA).

Joshua Nielsen, PE, LEED AP BD+C

Electrical Engineer Director
MODUS Engineers



Josh joined MODUS in 2005 as an Electrical Engineer with hands-on experience in machine electrical controls and design. In 2010, he became a firm director in the Des Moines office. He leads the MO-

DUS electrical team, manages projects in a variety of sizes and types, and has significant experience working with power distribution and emergency systems. Josh works to understand the needs of each client to deliver a project that aligns with those needs. Josh holds a Bachelor of Science in Electrical Engineering, Iowa State University.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 145,391 sf central library and 1,830 sf expansion.*
- › **Pioneer Library System Norman Public Library Central** (Norman, OK) New 82,000 sf central library.*
- › **Pioneer Library System Norman Public Library East** (Norman, OK) New 12,500 sf branch library.*
- › **Arkansas State Library** (Little Rock, AR) Renovation.
- › **Des Moines Federal Courthouse** (Des Moines, IA).
- › **Des Moines Municipal Services Center** (Des Moines, IA).

Tyler Luttenegger, PE, LEED AP BD+C

Mechanical Engineer
MODUS Engineers



Tyler joined the MODUS in 2012 as a mechanical design engineer. He has advanced his knowledge in green buildings and sustainable designs. Implementing sustainable practices, improving performance,

and increasing the efficiency of each HVAC and plumbing system are engraved into his designs. Tyler engineers to the client's needs while keeping the project budget on target. Tyler holds a Bachelor of Science in Mechanical Engineering from the University of Iowa.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Tulsa City-County Library Central Library** (Tulsa, OK) Renovation to 131,532 sf central library and 1,830 sf expansion.*
- › **Pioneer Library System Norman Public Library Central** (Norman, OK) New 82,000 sf central library.*
- › **Pioneer Library System Norman Public Library East** (Norman, OK) New 12,500 sf branch library.*
- › **219 E Grand Mixed-Use** (Des Moines, IA).
- › **Des Moines Municipal Services Center** (Des Moines, IA).
- › **Kingland Systems** (Ames, IA).
- › **Redekers Furniture Store** (Boone, IA).

Mark Smith, PE, SE

Principal Structural Engineer
Tatum-Smith

Mark is a cofounding partner of TS and has been instrumental in its growth from a small, start-up consulting firm to one of the largest structural-specific consulting firms in the state of Arkansas. He has practiced as a structural engineer at the sub-professional and professional level for over 21 years. Mark obtained original licensure as an Arkansas professional engineer in 2000 and currently holds active licensure in 43 states. Mark leads the in-house TS design studio, which focuses on several of the firm's most unique and architecturally challenging projects and implementation of emerging materials and construction technologies. His broad experience includes production of design calculations, specifications, construction drawings, and supervision of project managers, design engineers and BIM technicians.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Barker Middle School** (Bentonville, AR).
- › **Fulbright Junior High & Willowbrook Elementary** (Bentonville, AR).
- › **Bentonville High School Stadium & Fieldhouse** (Bentonville, AR).
- › **Farmington High School Competition Gymnasium** (Farmington, AR).
- › **The New School** (Fayetteville, AR) Campus expansion.
- › **Elkins High School** (Elkins, AR).

Brahm Driver, PE

Principal Civil Engineer
EDG



A civil engineer with Ecological Design Group, Inc., Brahm has 10 years of experience, specializing in site civil design, stormwater management, low-impact development, and green infrastructure design. His professional experience includes work in both Arkansas and Massachusetts. Brahm also has experience working on a wide range of projects, including roadway design and improvement projects, transit oriented development, and site utility design for academic, commercial, mixed use, and multi-family housing developments, as well as private residences. He has also worked on several projects seeking LEED certification. Brahm holds a Bachelor of Science in Civil Engineering from the University of Arkansas, Fayetteville.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Woodruff County Library** (Augusta, AR).
- › **Lake Atalanta Redevelopment** (Rogers, AR).
- › **Arkansas State Veterans Home** (North Little Rock, AR).
- › **Arkansas State Veterans Cemetery** (North Little Rock, AR).
- › **Mission Heights Subdivision** (Fayetteville, AR).
- › **University of Arkansas Art & Design District** (Fayetteville, AR).

Maura Rockcastle, PLA

Principal Landscape Architect
TEN x TEN



Maura has extensive experience working on large scale projects, managing and navigating multi-headed stakeholder groups and complex public processes. She moved home to Minneapolis after eight years in New York City working as an associate for James Corner Field Operations and as the landscape discipline leader at Snøhetta. Upon her return to the Twin Cities, she established the Minneapolis office for Tom Leader Studio. Her professional experience is focused on cultural, institutional, and complex public realm projects, including the High Line Section I. Many of these projects have received national awards for design excellence, preservation, and innovation. Maura holds a Bachelor of Fine Arts in sculpture and printmaking from Cornell University and a Master of Landscape Architecture from the University of Pennsylvania.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Pioneer Library System Norman Public Library Central** (Norman, OK) New 82,000 sf central library.*
- › **Pioneer Library System Norman Public Library East** (Norman, OK) New 12,500 sf branch library.*
- › **Campbell County Rockpile Museum** (Gillette, WY) Concept and building design for new county history museum.*

John Coleman, PE, LEED AP BD+C

LEED Commissioning Consultant
Viridian



John is a graduate of the University of Arkansas' College of Engineering, a licensed Professional Engineer and a LEED Accredited Professional in Building Design and Construction. Previously, John

worked as an environmental engineer in the Chesapeake Bay and Mississippi River delta watersheds before moving to Austin, Texas, to study environmental policy and sustainable development at the University of Texas. While in Austin, John worked in the city manager's office developing Austin's Climate Protection Plan and Austin's CarShare program. In 2007, he moved to Fayetteville, Arkansas, to serve as the city's sustainability director and worked on a variety of issues including energy management, economic development, and energy policy. He holds a Master of Public Affairs and a Bachelor of Science in Civil Engineering from the University of Arkansas, Fayetteville.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Central Arkansas Library System Hillary Rodham Clinton Children's Library** (Little Rock, AR) LEED consultant for LEED Gold certification, including fundamental and enhanced commissioning.**
- › **University of Arkansas, Fort Smith, Boreham Library** (Fort Smith, AR) LEED consulting.

Craig Park

Principal Technology Consultant
The Sextant Group



With 36 years of experience, Craig is an award-winning and nationally-recognized thought leader on technology applications in the design of collaborative learning environments. His career took root

working for one of the original audiovisual consulting firms in the 1970s. Working across multiple disciplines, Craig has led consulting teams on over 500 projects for education, business, and institutional clients. An author, columnist, speaker, mentor, and proven leader, Craig has written five books and countless published articles and has given nearly 100 presentations on technology applications, marketing, practice, and design. He holds a Bachelor of Science in Architecture from California Polytechnic State University.

REPRESENTATIVE PROJECT EXPERIENCE

- › **City of Wichita Advanced Learning Library** (Wichita KS).
- › **University of Iowa Main Library Learning Commons** (Iowa City IA).*
- › **University of Nebraska, Lincoln, CY Thompson Library** (Lincoln, NE) Renovation.

Ernest Peters, PE

Traffic Consultant
Peters & Associates



Ernest formed Peters & Associates in 1981. He has provided professional engineering and technical services in areas including parking studies, traffic and transportation engineering, high-

way safety, commercial site development, residential and commercial subdivision and computer applications, as well as more traditional streets and drainage civil engineering projects. Ernest has done research and provided expert testimony in traffic engineering in numerous state administrative hearings, as well as circuit and federal courts. He has provided training to local government engineering/public works officials on traffic safety and traffic control principals and practices. Ernest holds a Bachelor of Science in Civil Engineering from Ohio University.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Dickson Street Enhancement Project** (Fayetteville, AR) Traffic and parking study relative to the existing and projected traffic and parking conditions and needs.
- › **PDCI Highway 112 Residential Subdivision** (Fayetteville, AR) Evaluation of the effects of a proposed development of a residential subdivision.
- › **Norman Public Library Central** (Norman, OK) Comprehensive traffic study associated with a planned roadway extension and a new central library.*

Brennan Schumacher, LEED AP

Senior Lighting Designer
Mazzetti + GBA



Brennan specializes in lighting controls and energy efficiency, providing design services for both interior and exterior projects through 3D modeling, lighting calculations, and energy analysis. Passionate about sustainable design, he has worked on several net zero energy and LEED Platinum certified buildings. His list of clients includes the National Park Service, Boy Scouts of America, Rocky Mountain Institute, and many nationally recognized museums throughout the United States. Brennan has authored three books on green building and the LEED rating system, and he is a cofounder of the Colorado Chapter of the US Green Building Council.

REPRESENTATIVE PROJECT EXPERIENCE

- › **Norman Public Library Central** (Norman, OK) New 82,000 sf main library.*
- › **Pitkin Community Library** (Aspen, CO) Renovation to 32,774 sf library with a 6,000 sf addition.*
- › **Vail Public Library Snowdon & Hopkins Library** (Vail, CO).
- › **The Exploratorium** (San Francisco, CA) Certified LEED Platinum, net zero energy facility, winner of an AIA Top Ten Green Building Award.

Bryan Bertrand

Chief Cost Estimator
CPMI



Bryan has been with CPMI for 32 years. He is a certified professional estimator through the ASPE organization. He obtains pricing information, takes off quantities from design and contract documents, and surveys each project's locale. Bryan also prepares pre-construction and construction schedules and assembles and processes information used to generate cost updates during design. He works closely with other members of the design team and promotes the use of Building Systems Cost Management Reports as a decision-making tool in design. He is a member of the Association for the Advancement of Cost Engineering (AACE) and American Society of Professional Estimators (ASPE).

REPRESENTATIVE PROJECT EXPERIENCE

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Cost estimate for new 96,000 sf library.*
- › **Ames Public Library** (Ames, IA) Cost estimating for renovation to 48,000 sf library and 27,000 sf expansion.*
- › **Hennepin County Library—Franklin** (Minneapolis, MN) Cost estimating for renovation of 12,149 sf Carnegie library and 880 sf expansion.*

Anders Dahlgren

Library Planning Consultant
LPA



Anders is an acknowledged leader in planning library services and spaces. Since founding Library Planning Associates, Inc. (LPA), he has consulted with more than 150 libraries across the country and internationally. As the building consultant for the Wisconsin State Library, Anders worked with the majority of the state's libraries. His 1988 publication, *Public Library Space Needs: A Planning Outline*, was the first library space planning guide to detail the essential connection between a library's service goals and its space needs. Now in its third edition, the guide has become the foundation for most library space planning protocols. Anders also taught at the Graduate School of Library & Information Science at Dominican University.

REPRESENTATIVE PROJECT EXPERIENCE*

- › **Fayetteville Public Library's Blair Library** (Fayetteville, AR) Program and master planning for new 96,000 sf library and planning for expansion.*
- › **Madison Public Library Central Library** (Madison, WI) Needs assessment for central library expansion.*
- › **Anne Arundel County Public Library Master Plan** (Anne Arundel County, MD) Facilities master plan to guide capital planning through 2031.*

City of Fayetteville
RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Meyer, Scherer & Rockcastle, Ltd. (MSR)

NUMBER OF YEARS IN BUSINESS: 36 HOW LONG IN PRESENT LOCATION: 14

TOTAL NUMBER OF CURRENT EMPLOYEES: 62 FULL TIME 7 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 7 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Missoula Public Library
COMPANY NAME

301 E Main Street, Missoula, MT 59802
CITY, STATE, ZIP

Honore Bray, Director
CONTACT PERSON

406 258 3860
TELEPHONE

406 728 5900
FAX NUMBER

hbray@missoula.lib.mt.us
E-MAIL ADDRESS

3. Lake City Public Library
COMPANY NAME

201 South High Street, Lake City, MN 55041
CITY, STATE, ZIP

Patti Bross, Director
CONTACT PERSON

641 345 4013
TELEPHONE

pbbross@selco.info
FAX NUMBER

E-MAIL ADDRESS

2. Aberdeen Public Library
COMPANY NAME

519 S. Kline Street, Aberdeen, SD 57401
CITY, STATE, ZIP

Shirley Arment, Director
CONTACT PERSON

605 626 7997
TELEPHONE

605 626 3506
FAX NUMBER

shirley.arment@aberndeen.sd.us
E-MAIL ADDRESS

4. Metropolitan Library System
COMPANY NAME

300 Park Avenue, Oklahoma City, OK 73102
CITY, STATE, ZIP

Todd Olberding, Director of Construction Management
CONTACT PERSON

405 606 3730
TELEPHONE

405 606 3722
FAX NUMBER

tolberding@metrolibrary.org
E-MAIL ADDRESS

City of Fayetteville
RFQ 17-10, Architectural Services for Fayetteville Public Library Expansion
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Allison + Partners, Inc.

NUMBER OF YEARS IN BUSINESS: 21 HOW LONG IN PRESENT LOCATION: Fayetteville - 12 years
Little Rock - 14 years

TOTAL NUMBER OF CURRENT EMPLOYEES: 8 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 8 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Fayetteville

COMPANY NAME

113 W. Mountain Street
Fayetteville, AR 72701

CITY, STATE, ZIP

Wade Abernathy

CONTACT PERSON

479-575-8363

TELEPHONE

FAX NUMBER

wabernathy@fayetteville-ar.gov

E-MAIL ADDRESS

2. University of Arkansas Fayetteville

COMPANY NAME

521 S. Razorback Road
Fayetteville, AR 72701

CITY, STATE, ZIP

Todd Furgason, Sr. Campus Planner

CONTACT PERSON

479-575-6983

TELEPHONE

479-575-7284

FAX NUMBER

toddf@uark.edu

E-MAIL ADDRESS

3. University of Arkansas at Fort Smith

COMPANY NAME

5210 Grand Avenue
Fort Smith, AR 72904

CITY, STATE, ZIP

Mark Horn, Vice Chancellor for Finance
& Admin, Emeritus

CONTACT PERSON

917-328-1101

TELEPHONE

FAX NUMBER

mhorn48@live.com

E-MAIL ADDRESS

4. Arkansas State Library

COMPANY NAME

900 W. Capitol Ave., Ste 100
Little Rock, AR 72201

CITY, STATE, ZIP

Zoe Butler
Arkansas Center for the Book

CONTACT PERSON

501-682-2874

TELEPHONE

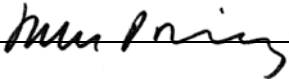
501-682-1529

FAX NUMBER

zoe@library.arkansas.gov

E-MAIL ADDRESS

SECTION C: Signature Submittal

I	 Jack Poling	21 April 2017

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

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

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

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer also agrees if the following subcontracts are approved, Proposer shall not enter into contracts with others for these divisions of the work without prior written approval from the City of Fayetteville. Proposer shall attach additional pages if necessary.

Type of Work: Lead Architect and Interior Designer

Subcontractor's Name: MEYER, SCHERER & ROCKCASTLE, LTD. (MSR)

Arkansas License No: Firm: C1702; Jack Poling: 4532

Address: 710 S 2nd St, 8th Fl, Minneapolis, MN 55401

Date Firm Established: 1981

Percentage of Work: 30.0%

Type of Work: Associate Architect

Subcontractor's Name: ALLISON + PARTNERS, INC.

Arkansas License No: Firm: C365; Christopher Hartsfield: 3760; Aaron Ruby: 3325; John Allison: 996; Jason Oury: 8959; Katie Bruhl: 8633

Address: 221 N East Ave, Suite 205, Fayetteville, AR 72701

Date Firm Established: 1996 (originally as Allison Architects, Inc.)

Percentage of Work: 30.0%

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

Type of Work: Mechanical, Electrical, and Plumbing Engineers

Subcontractor's Name: **MODUS ENGINEERS**

Arkansas License No: Harry Doyle: 13534

Address: 214 E 4th St, Waterloo, IA 50703

Date Firm Established: 1963 (incorporated in 1981)

Percentage of Work: 15.0%

Type of Work: Structural Engineer

Subcontractor's Name: **TATUM-SMITH ENGINEERS, INC.**

Arkansas License No: Firm: 218; Mark Smith: 10042

Address: 3100 Market St, Ste 202, Rogers, AR 72757

Date Firm Established: 1996

Percentage of Work: 5.5%

Type of Work: Civil Engineer

Subcontractor's Name: **ECOLOGICAL DESIGN GROUP, INC.**

Arkansas License No: Firm: 2511; Brahm Driver: 14694

Address: 314 S 3rd St, Rogers, AR 727016081

Date Firm Established: 2008

Percentage of Work: 6.5%

Type of Work: Landscape Architect

Subcontractor's Name: **TEN x TEN**

Arkansas License No: na

Address: 211 1st St N, #350, Minneapolis, MN 55401

Date Firm Established: 2015

Percentage of Work: 3.0%

Type of Work: LEED Commissioning Consultant

Subcontractor's Name: **VIRIDIAN**

Arkansas License No: Firm: 1972; John Coleman: 12005

Address: 100 Gamble Rd, Little Rock, AR 72211

Date Firm Established: 2007

Percentage of Work: 1.0%

Type of Work: IT, Audiovisual, and Acoustical Design Consultant
Subcontractor's Name: **SEXTANT GROUP**
Arkansas License No: na
Address: 700 Waterfront Dr, Ste 200, Pittsburgh PA 15222
Date Firm Established: 1995
Percentage of Work: 2.5%

Type of Work: Traffic Consultant
Subcontractor's Name: **PETERS & ASSOCIATES**
Arkansas License No: na
Address: 5507 Ranch Dr, Ste 209, Little Rock, AR 72223
Date Firm Established: 1982
Percentage of Work: 0.5%

Type of Work: Lighting Designer
Subcontractor's Name: **MAZZETTI+GBA**
Arkansas License No: na
Address: 1600 Stout St, #450, Denver, CO 80202
Date Firm Established: 1962
Percentage of Work: 2.5%

Type of Work: Cost Estimator
Subcontractor's Name: **COST, PLANNING & MANAGEMENT INTERNATIONAL, INC, (CPMI)**
Arkansas License No: na
Address: 300 E Locust, Ste 300, Des Moines, IA 50309
Date Firm Established: 1970
Percentage of Work: 2.0%

Type of Work: Library Planning Consultant
Subcontractor's Name: **LIBRARY PLANNING ASSOCIATES**
Arkansas License No: na
Address: PO Box 406, Normal, IL 61761
Date Firm Established: 1984
Percentage of Work: 1.5%

NAME: Jack Poling

COMPANY: Meyer, Scherer & Rockcastle, Ltd. (MSR)

PHYSICAL ADDRESS: 710 S. 2nd Street, 8th Floor, Minneapolis, MN 55401

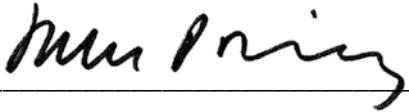
MAILING ADDRESS: Same as above

TAX ID#: 41-1408-672 DUNS#: 07-244-2478

PHONE: 612 384 7574 FAX: 612 342 2216

E-MAIL: jack@msrdesign.com

Signed by :

SIGNATURE: 

PRINTED NAME : Jack Poling

TITLE: President/Principal

DATE: 01 May 2017



FAYETTEVILLE PUBLIC LIBRARY

RESOLUTION

RESOLVED, that this Board of Trustees by recorded vote on July 26, 2017 does hereby authorize Hershey Garner, Board of Trustees President and Rob Qualls, Board of Trustees Secretary to sign the architectural services agreement between Meyer, Scherer & Rockcastle (MSR), City of Fayetteville and Fayetteville Public Library for professional architectural and related services necessary for the expansion and renovation of the existing Blair Library, and states that the Fayetteville Public Library has sufficient financial resources to fund the portion of architectural services not paid for by the Library Bond Issue administered by the City of Fayetteville, expected to equal up to \$1,131,258, which is thirty percent (30%) of the contractual fees and costs of \$3,770,857.

RESOLVED, also, that this Board of Trustees by recorded vote on July 26, 2017 approves a \$50,000 contract contingency and authorizes the Fayetteville Public Library Executive Director to sign change orders up to \$50,000.

Hershey Garner, President
Fayetteville Public Library Board of Trustees

26 JUL 2017

Date

Rob Qualls, Secretary
Fayetteville Public Library Board of Trustees

7-26-2017

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0397

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 2

2018 EMPLOYEE BENEFITS PACKAGE:

A RESOLUTION TO APPROVE THE 2018 EMPLOYEE BENEFITS PACKAGE

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 2018 employee benefits package as recommended in the staff memorandum attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0397

Legistar File ID

8/15/2017

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

Brenda Reed

7/28/2017

HUMAN RESOURCES (120)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends that Council approve the proposed 2018 employee benefits renewals, as discussed in the memo.

Budget Impact:

xxxx.xxx.xxxx-5108.xx

Citywide

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 5,113,176.00

Funds Obligated \$ 2,728,426.22

Current Balance \$ 2,384,749.78

Does item have a cost? NA

Item Cost \$ -

Budget Adjustment Attached? NA

Budget Adjustment \$ -

Remaining Budget \$ 2,384,749.78

V20170601

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Budget information is current 2017.



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Brenda Reed, HR Director
DATE: July 28, 2017
SUBJECT: 2018 Employee Benefits Renewals

RECOMMENDATION:

Staff recommends Council approve the employee benefits package for 2018 as outlined below and in the attached spreadsheets.

DISCUSSION:

Staff and Gallagher Benefit Services, the City's benefits broker, have reviewed the annual renewals for employee insurance plans. Employee benefit renewals are brought forward now to ensure the annual open enrollment may proceed according to schedule.

Health Insurance

In a twelve month look back period of June 1, 2016 through May 31, 2017, the City's health claims show a 102% utilization rate of claims paid versus premium paid. A utilization rate above 100% has contributed to a 20% premium increase for 2018. As a benchmark comparison, the national medical and pharmacy annual trend factor is 6.6%. In Arkansas, the annual trend factor for medical and pharmacy combined is 9.4%. The City's benefits broker states that 4% of our renewal increase is driven by Health Care Reform fee requirements.

To manage costs, staff recommends adding 2 new PPO health plans and 1 new HDHP option in addition to the existing PPO and HDHP options. To accommodate a variety of family types in the workforce and manage costs, staff recommends increasing the tier structures for each plan from 2 tiers (employee only and family) to a 4 tier structure for each plan (employee only, employee + spouse, employee + children and family). The rates for each tier in the PPO and HDHPs are based on actuarial calculations to allocate premium costs across tiers. The employer contribution to the HDHP HSAs for each tier is based on actuarial calculations of the lesser (EE only tier) to the greater (Family tier) depending on the number of possible members in each tier.

Please refer to the attached spreadsheets for the recommended tier rate and cost sharing percent.

Staff and the broker recommend renewing with Arkansas Blue Cross Blue Shield in 2018 since other health insurance bids for the City were costlier.

COBRA

Staff recommends renewing with WageWorks as the administrator for COBRA/Retirees billing and administration.

City Paid Life and LTD Benefits

Staff recommends renewing with One America to provide City Paid Life Insurance and Long Term Disability insurance for employees with no price increase.

Flexible Spending Accounts

Staff recommends American Fidelity continue as the administrator of Flexible Spending Accounts with no cost for services.

Health Savings Accounts

Staff recommends First Security Bank continue as the administrator of Health Savings Accounts with no cost for services.

Employee Paid Telemedicine Visits

Telemedicine is the remote delivery of health care services and clinical information using telecommunications technology. This includes a wide array of clinical services using internet, wireless, satellite and telephone media. Telemedicine has been growing rapidly because it increases access to healthcare and reduces medical costs. Other advantages of telemedicine are less time away from work, elimination of child care issues, on demand options, access to specialists, less exposure to catching an illness, less time in a waiting room and better health.

Staff and Gallagher Benefit Services recommends the City offer Northwest Health System Telemedicine Services. Telemedicine providers are through Northwest Health Urgent Care Clinics Monday-Saturday 8AM-8PM and Sunday 11AM-5PM. Primary care, psychology, neurology, pulmonology, and cardiology specialists are available.

- Length of an average visit is 15 minutes, but may require additional time due to the diagnosis
- On demand visits are available
- Appointments may be scheduled through the website or by phone
- Telemed services are offered through an IT platform that communicates with appointment software

Employee Cost:

\$50 per visit

Employee Paid Dental Insurance

Staff recommends renewing with Delta Dental and increasing the tier structure from 2 tiers (employee only and family) to 4 tiers (employee only, employee + spouse, employee + children and family) since the dental insurance is bundled with the medical insurance.

Please refer to the attached spreadsheet for tier rates.

Employee Paid Vision Insurance

Staff recommends renewing with Superior Vision with no price increase.

Voluntary Employee Paid Benefits

Staff recommends renewing with One America for optional, employee paid Short Term Disability coverage and Employee Paid Life Insurance with no price increase.

Supplemental Benefits Paid by Employees

Staff recommends to continue offering additional supplemental benefits to employees through American Fidelity.

Disability Income Insurance

Accident Only Insurance

Cancer Insurance

Critical Illness Insurance

Life Insurance

AF Term Life Insurance

AF Permanent Life Insurance

Hospital Gap Insurance

BUDGET/STAFF IMPACT:

These planned insurance/benefit items will be included in the City's 2018 proposed budget.

Attachments:

- 2017 & 2018 Health Insurance Cost Comparison
- 2018 Health Insurance Annualized Cost

2017 & 2018 Health Insurance Cost Comparison

Traditional PPO - 1000 Deductible

PPO Rate Tier	Total Monthly Premium	Monthly Employee Contribution	Monthly Employer Contribution	Employee/ Employer Cost-Share %
2017 Employee Only	\$466.14	\$101.66	\$364.48	21.81% / 78.19%
2017 Family	\$1,235.23	\$443.56	\$791.67	35.91% / 64.09%
2018 Employee Only	\$559.36	\$122.00	\$437.36	21.81% / 78.19%
2018 Employee + Spouse	\$1,219.64	\$437.96	\$781.68	35.91% / 64.09%
2018 Employee + Child(ren)	\$1,006.82	\$361.54	\$645.28	35.91% / 64.09%
2018 Family	\$1,660.00	\$596.10	\$1,063.90	35.91% / 64.09%

Traditional PPO - 2000 Deductible

PPO Rate Tier	Total Monthly Premium	Monthly Employee Contribution	Monthly Employer Contribution	Employee/ Employer Cost-Share %
2017 Employee Only	\$466.14	\$101.66	\$364.48	21.81% / 78.19%
2017 Family	\$1,235.23	\$443.56	\$791.67	35.91% / 64.09%
2018 Employee Only	\$517.32	\$112.82	\$404.50	21.81% / 78.19%
2018 Employee + Spouse	\$1,127.98	\$405.06	\$722.92	35.91% / 64.09%
2018 Employee + Child(ren)	\$931.16	\$334.38	\$596.78	35.91% / 64.09%
2018 Family	\$1,535.26	\$551.30	\$983.96	35.91% / 64.09%

Traditional PPO - 4000 Deductible

PPO Rate Tier	Total Monthly Premium	Monthly Employee Contribution	Monthly Employer Contribution	Employee/ Employer Cost-Share %
2017 Employee Only	\$466.14	\$101.66	\$364.48	21.81% / 78.19%
2017 Family	\$1,235.23	\$443.56	\$791.67	35.91% / 64.09%
2018 Employee Only	\$523.64	\$114.20	\$409.44	21.81% / 78.19%
2018 Employee + Spouse	\$1,141.76	\$410.02	\$731.74	35.91% / 64.09%
2018 Employee + Child(ren)	\$942.54	\$338.46	\$604.08	35.91% / 64.09%
2018 Family	\$1,554.02	\$558.04	\$995.98	35.91% / 64.09%

High Deductible Health Plan - 3000 Deductible

HDHP Rate Tier	Total Monthly Premium	Monthly Employee Contribution	Monthly Employer Contribution	Employee/ Employer Cost-Share %	Employer's Monthly Health Savings Account Contribution	Total Employer Monthly Contribution (Premium + Health Savings Account Contribution)
2017 Employee Only	\$245.90	\$21.32	\$224.58	8.67% / 91.33%	\$70.80	\$295.38
2017 Family	\$651.57	\$62.62	\$588.95	9.61% / 90.39%	\$156.66	\$745.61
2018 Employee Only	\$295.08	\$25.58	\$269.50	8.67% / 91.33%	\$70.80	\$340.30
2018 Employee + Spouse	\$636.42	\$61.16	\$575.26	9.61% / 90.39%	\$106.66	\$681.92
2018 Employee + Child(ren)	\$482.10	\$46.32	\$435.78	9.61% / 90.39%	\$132.50	\$568.28
2018 Family	\$893.70	\$85.88	\$807.82	9.61% / 90.39%	\$156.66	\$964.48

High Deductible Health Plan - 4000 Deductible

HDHP Rate Tier	Total Monthly Premium	Monthly Employee Contribution	Monthly Employer Contribution	Employee/ Employer Cost-Share %	Employer's Monthly Health Savings Account Contribution	Total Employer Monthly Contribution (Premium + Health Savings Account Contribution)
2017 Employee Only	\$245.90	\$21.32	\$224.58	8.67% / 91.33%	\$70.80	\$295.38
2017 Family	\$651.57	\$62.62	\$588.95	9.61% / 90.39%	\$156.66	\$745.61
2018 Employee Only	\$273.64	\$23.72	\$249.92	8.67% / 91.33%	\$70.80	\$320.72
2018 Employee + Spouse	\$590.18	\$56.72	\$533.46	9.61% / 90.39%	\$106.66	\$640.12
2018 Employee + Child(ren)	\$447.06	\$42.96	\$404.10	9.61% / 90.39%	\$132.50	\$536.60
2018 Family	\$828.76	\$79.64	\$749.12	9.61% / 90.39%	\$156.66	\$905.78

2017 & 2018 Dental Cost Comparison

Plan Tier	Employee Premium (per payroll)	Employee Premium (per month)
2017 Employee Only	\$13.10	\$26.20
2017 Family	\$44.27	\$88.54
2018 Employee Only	\$13.10	\$26.20
2018 Employee + Spouse	\$26.20	\$52.40
2018 Employee + Child(ren)	\$30.13	\$60.26
2018 Family	\$46.75	\$93.50

2018 Health Insurance Estimated Annualized Cost

Annualized Calculations Based on 2017 Enrollment			
	Current Employee Participants (Excludes COBRA and Retirees, since they pay 100% for their coverage)	Current <u>ANNUAL</u> Cost to City at 2017 rates (Excluding Health Savings Account Contributions, which would not increase in 2018)	<u>ANNUAL</u> Cost to City at 2018 rates based on Current 2017 Employee Participants and Plans (Excluding Health Savings Account Contributions)
PPO Employee Only	84	\$367,395.84	\$440,858.88
PPO Employee + Spouse	9	-	\$84,421.44
PPO Employee + Child(ren)	4	-	\$30,973.44
PPO Family	24	\$351,501.48	\$306,403.20
HDHP Employee Only	238	\$641,400.48	\$769,692.00
HDHP Employee + Spouse	91	-	\$628,183.92
HDHP Employee + Child(ren)	45	-	\$235,321.20
HDHP Family	239	\$2,650,275.00	\$2,316,827.76
TOTAL	734	\$4,010,572.80	\$4,812,681.84
<u>Additional</u> Cost to City for 2018			\$802,109.04



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0412

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 3

ADDITIONAL PERSONAL HOLIDAY TIME:

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

WHEREAS, City employees now enjoy one personal day that can be used on their birthday or any other workday if approved by their supervisor; and

WHEREAS, the personal day must be used during the calendar year and cannot be rolled over and used in a subsequent year; and

WHEREAS, personal holiday time may not entitle non-uniformed employees to extra compensation, but can only be used similarly to a holiday with permission of the employee's supervisor.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants to all City employees, beginning in 2018, an additional eight (8) hours of Personal Holiday time under similar terms, limitations and conditions as the current personal day off. Uniformed Police and Fire employees will have these eight (8) additional hours of Personal Holiday time added into their premium holiday pay calculation.

AGENDA REQUEST FORM

FOR: Council Meeting of August 15, 2017

FROM: City Council Member Alan Long

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL
HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

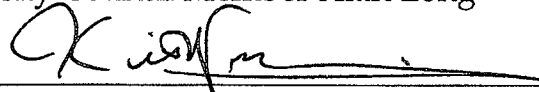
APPROVED FOR AGENDA:



City Council Member Alan Long

July 21, 2017

Date



City Attorney Kit Williams
(as to form)

July 21, 2017

Date

RESOLUTION NO. _____

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

WHEREAS, City employees now enjoy one personal day that can be used on their birthday or any other workday if approved by their supervisor; and

WHEREAS, the personal day must be used during the calendar year and cannot be rolled over and used in a subsequent year; and

WHEREAS, personal holiday time may not entitle non-uniformed employees to extra compensation, but can only be used similarly to a holiday with permission of the employee's supervisor.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby grants to all City employee's beginning in 2018, an additional eight (8) hours of Personal Holiday time under similar terms, limitations and conditions as the current personal day off. Uniformed Police and Fire employees will have these eight (8) additional hours of Personal Holiday time added into their premium holiday pay calculation.

PASSED and APPROVED this 15th day of August, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0422

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 4

VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):

AN ORDINANCE TO APPROVE VAC 17-5868 FOR PROPERTY LOCATED AT 2615 NORTH CHARLESTON CROSSING TO VACATE A PORTION OF A GENERAL UTILITY EASEMENT

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

WHEREAS, the City Council has determined that the following portion of a general utility easement is not required for corporate purposes.

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

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

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

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

1. Any relocation of or damage to utilities of existing facilities shall be at the owner/developer's expense.
2. A 7.5-foot general utility easement is retained along the west side of the existing Ozarks Electric utility line.

City of Fayetteville Staff Review Form

2017-0422

Legistar File ID

8/15/2017

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

Andrew Garner

7/28/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295): Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Current Planner

DATE: July 28, 2017

SUBJECT: **VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295):** Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **VAC 17-5868** with the following conditions of approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense.
2. A 7.5-foot general utility easement is retained along the west side of the existing Ozarks Electric utility line.

BACKGROUND:

The undeveloped property is Lot 9 of Savanna Estates Subdivision Phase II on the eastside of Fayetteville and contains 0.88 acres zoned RSF-4, Residential Single-family 4 Units per Acre.

Proposal: The applicant proposes vacation of a portion of a utility easement depicted in Exhibit 'A' and 'B', comprising approximately 2,587 square feet.

DISCUSSION:

On July 24, 2017 the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A
- Exhibit B

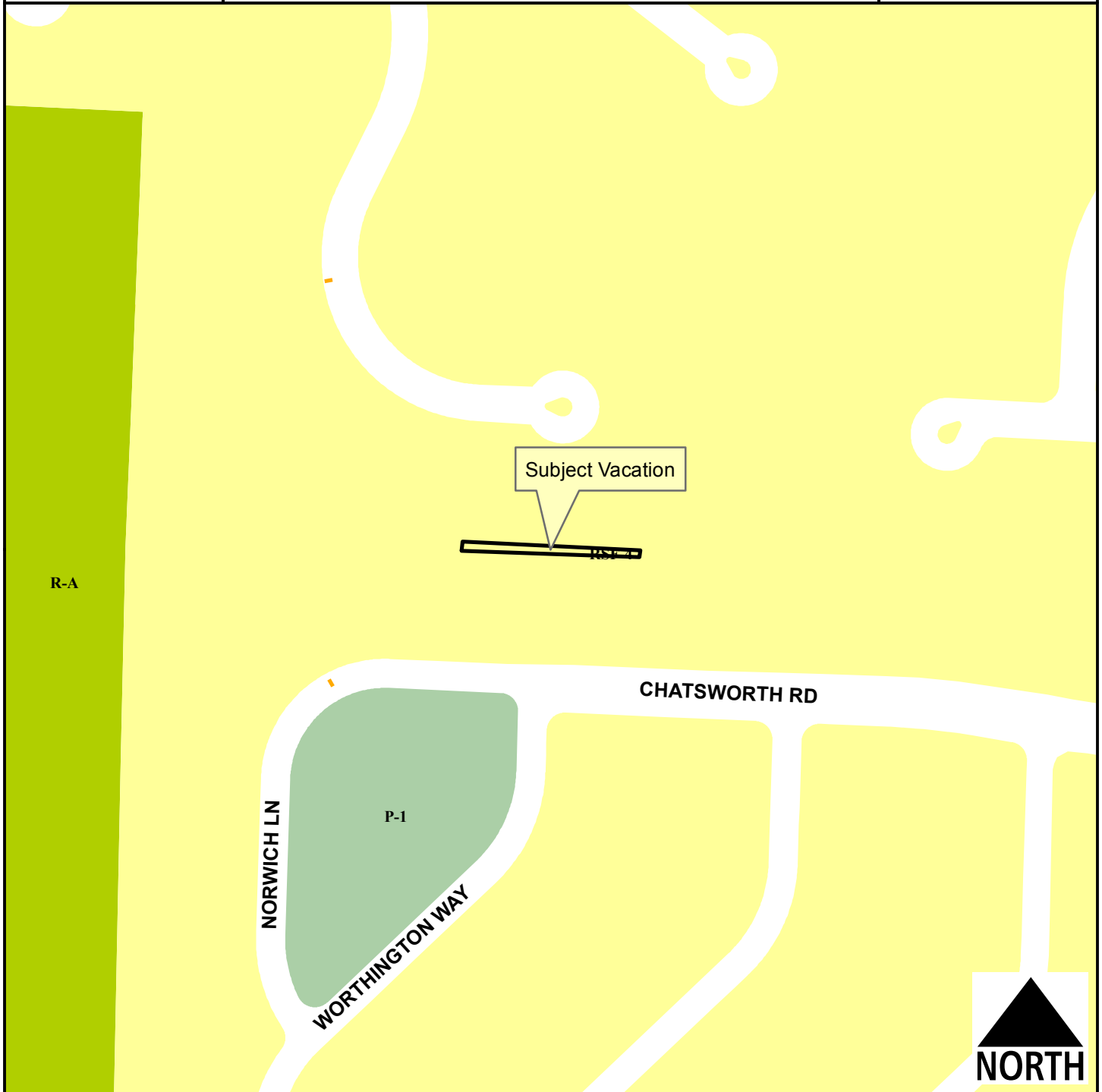
- Application
- Planning Commission Staff Report

VAC 17-5868

SAVANNAH ESTATES PH II

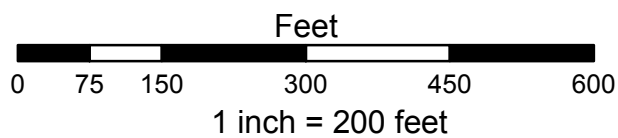
17-5868
EXHIBIT 'A'

Close Up View



Legend

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



- Residential-Agricultural
- RSF-4
- P-1

17-5868
EXHIBIT 'B'

DESCRIPTION EASEMENT VACATION:

BEING A PART OF LOT 9 OF SAVANNA ESTATES PHASE II, AS RECORDED IN THE CIRCUIT CLERK'S OFFICE FOR WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD 12-51, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 9 OF SAVANNA ESTATES PHASE II,
THENCE ALONG THE WEST LINE THEREOF N 05° 54' 47" E 12.98 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE N 05° 54' 47" E 12.07 FEET;
THENCE LEAVING SAID WEST LINE S 87° 26' 20" E 244.18 FEET;
THENCE S 05° 52' 57" W 9.23 FEET;
THENCE N 88° 06' 14" W 244.36 FEET TO THE POINT OF BEGINNING CONTAINING 2,595 SQUARE FEET
OR 0.06 ACRES, MORE OR LESS.**

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Residential Construction Holdings, LLC

Address: P.O. Box 10560

Fayetteville, AR 72703

Phone: ()

Email:

Fax: ()

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

Name: Crafton Tull

Address: 901 N. 47th Street, Suite 200

Rogers, AR 72756

Phone: (479) 878-2463

Email: daniel.ellis@craftontull.com

Fax: ()

Site Address / Location: Lot 9, Savannah Estates Phase II

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

See Attached Legal Description

Current Zoning District: _____

Assessors Parcel Number(s) for subject property: 765-18056-000

FINANCIAL INTERESTS

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

- (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 mphipps@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.**

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed):

Date:

Signature:

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed):

Address:

Signature:

Date:

Phone: ()

Name (printed):

Address:

Signature:

Date:

Phone: ()

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Abstractor's Certificate of Ownership stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated (this document is obtained from a title company).
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, Planning Director

FROM: Harry Davis, Planner

MEETING DATE: ~~July 24, 2017~~ **UPDATED W/ PC RESULTS**

SUBJECT: **VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295):** Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 17-5868** with conditions of approval.

BACKGROUND:

The undeveloped property is Lot 9 of Savanna Estates Phase II and contains 0.88 acres zoned RSF-4, Residential Single-family 4 Units per Acre. The surrounding zoning and land uses are depicted in *Table 1*.

Table 1 - Surrounding Zoning and Land Use

Direction from Site	Land Use	Zoning
North	Residential	RSF-4, Single-family Residential
South	Residential	RSF-4, Single-family Residential
East	Residential	RSF-4, Single-family Residential
West	Residential	RSF-4, Single-family Residential

Proposal: The applicant proposes vacation of a portion of a utility easement depicted in an exhibit provided by the applicant (comprising approximately 2,587 square feet). The applicant has not indicated why they wish to vacate the easement.

DISCUSSION:

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

City of Fayetteville

Cox Cable

Response

Relocation or damage of equipment will be at the developer's expense.

AT&T	Relocation or damage of equipment will be at the developer's expense.
Black Hills Energy	No objections provided the applicant retains a 7.5 foot utility easement on the west side of Ozarks Line.
AEP/SWEPCO	No objections
Ozarks Electric	No objections
Recycling & Solid Waste	No objections
Water/Sewer	No objections
Transportation	No objections

Public Comment: No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 17-5868** with the following conditions:

Conditions of Approval:

1. Any relocation or damage to utilities of existing facilities shall be at the owner/developer's expense.
2. A 7.5-foot general utility easement is retained along the west side of the existing Ozarks Electric utility line.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>July 24, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Scroggin	Motion to approve item as part of consent agenda		
Second: Noble			
Vote: 9-0-0	Motion passes		

BUDGET/STAFF IMPACT:
None.

Attachments:

- Petition to Vacate
- Vacation Exhibit
- Utility Approvals

- o AT&T
 - o Cox
 - o Black Hills Energy
 - o Ozarks Electric
 - o SWEPCO
 - o Transportation
- One Mile Map
- Close Up Map
- Current Land Use

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 9, SAVANNAH ESTATES PHASE II, 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 laying in Lot 9, Savannah Estates Phase II, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

BEING A PART OF LOT 9 OF SAVANNA ESTATES PHASE II, AS RECORDED IN THE CIRCUIT CLERK'S OFFICE FOR WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD 12-51, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 9 OF SAVANNA ESTATES PHASE II, THENCE ALONG THE WEST LINE THEREOF N 05° 54' 47" E 12.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE N 05° 54' 47" E 12.07 FEET; THENCE LEAVING SAID WEST LINE S 87° 26' 20" E 244.18 FEET; THENCE S 05° 52' 57" W 9.23 FEET; THENCE N 88° 06' 14" W 244.36 FEET TO THE POINT OF BEGINNING CONTAINING 2,595 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

The petitioners pray that the City of Fayetteville, Arkansas abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioner further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said easement.

Dated this _____ day of _____, 2017

Davis C. Frye, manager

Printed Name

Davis C Frye

Signature



GRAPHIC SCALE IN FEET
30' 0' 30'

BASIS OF BEARINGS: ARKANSAS STATE PLANE
PROJECTIONS: NAD 83
HORIZONTAL DATUM AND NAD 28 VERTICAL DATUM
DETERMINED BY GPS OBSERVATION ON THE CITY OF
FAVETTEVILLE CONTROL MONUMENTS USING THEIR
PUBLISHED VALUES.

DESCRIPTION:

LOT 9 OF SAVANNA ESTATES PHASE II, AS RECORDED IN THE CIRCUIT CLERK'S OFFICE FOR WASHINGTON
COUNTY, ARKANSAS AT PLAT RECORD 12-51.

DESCRIPTION: EASEMENT VACATION:

BEING A PART OF LOT 9 OF SAVANNA ESTATES PHASE II, AS RECORDED IN THE CIRCUIT CLERK'S
OFFICE FOR WASHINGTON COUNTY, ARKANSAS AT PLAT RECORD 12-51, BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHWEST CORNER OF SAID LOT 9 OF SAVANNA ESTATES PHASE II,
THENCE ALONG THE WEST LINE THEREOF N 0° 54' 47" E 12.98 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID WEST LINE N 0° 54' 47" E 12.07 FEET;
THENCE LEAVING SAID WEST LINE S 87° 26' 20" E 244.18 FEET;
THENCE S 0° 52' 57" E 59.02 FEET TO THE POINT OF BEGINNING CONTAINING 2,896 SQUARE FEET OR
0.08 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

THE SOLE PURPOSE OF THIS PLAT IS FOR THE VACATION OF THE EASEMENT AND IS NOT TO BE RELIED
UPON FOR ANY OTHER PURPOSE.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAVETTEVILLE, AR.
THERE MAY BE BUILDINGS AND OTHER IMPROVEMENTS ON THE PROPERTY THAT ARE NOT SHOWN ON THIS
PLAT.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT CONSIDERED A PART OF THIS SURVEY AND NO
INVESTIGATION OF THESE CONDITIONS WAS MADE.

ANY UTILITY LINES, STRUCTURES OR IMPROVEMENTS SHOWN HEREON ARE FROM A FIELD INVESTIGATION
LIMITED TO THE VISIBLE SURFACE OF THE PROPERTY SURVEYED. OTHER UTILITY LINES, STRUCTURES
AND IMPROVEMENTS MAY BE PRESENT ON THE PROPERTY. FOR INFORMATION REGARDING SUCH ITEMS,
CONTACT THE APPROPRIATE AGENCIES.

CERTIFICATE OF SURVEY AND ACCURACY:

I HEREBY CERTIFY THAT THE PLAT SHOWN AND DESCRIBED HEREON IS A TRUE AND
CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS
REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAVETTEVILLE, ARKANSAS.

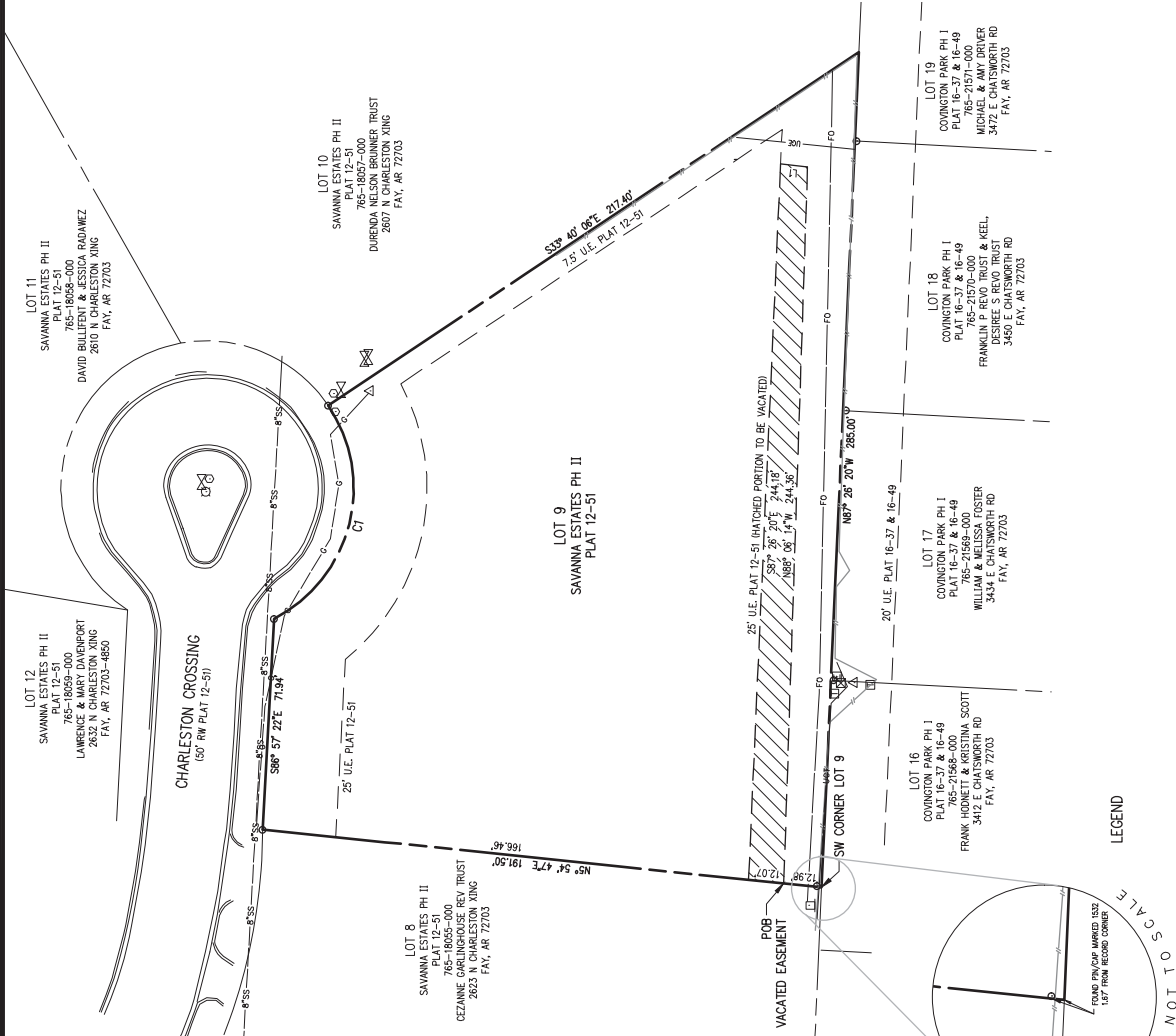
CRAFTON TULL & ASSOCIATES, INC.
BY KEVIN J. MONTGOMERY (AGENT)

DATE: _____
KEVIN J. MONTGOMERY
PROFESSIONAL SURVEYOR



ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL
AND SIGNATURE MAY HAVE BEEN ALTERED. THE
ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY
THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

STATE PLAT CODE: 500-17N-29W-0-31-240-72-1460



PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	9.23'	S89° 02' 57\"W

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	84.72'	50.00'	97°04'43\"	S73° 44' 03\"E	74.94'

LEGEND

- FOUND IRON PIN
- WATER METER
- WATER VALVE
- EXISTING EASEMENT
- TELEPHONE - PEDESTAL
- GAS METER
- ELECTRIC PEDESTAL
- PROPERTY LINE
- EXISTING EASEMENT
- EASEMENT TO BE VACATED
- CURB & GUTTER
- WOOD PRIVACY FENCE
- GAS LINE
- FIBER OPTIC
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC

UTILITY APPROVAL FORM

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

DATE: 06/09/2017

UTILITY COMPANY: AT&T

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address SAVANNA ESTATES II LOT 9

- ☐ (*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:
**IF ANY AT&T FACILITIES ARE REQUIRED TO BE RELOCATED OR ARE DAMAGED
WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/ DEVELOPER**

JEFF HAMILTON Digitally signed by JEFF HAMILTON
DN: cn=JEFF HAMILTON, o=AT&T, ou=CONSTRUCTION/
ENGINEERING, email=jh5430@att.com, c=US
Date: 2017.06.09 10:44:34 -05'00'

Signature of Utility Company Representative

MGR OSP PLNG & ENGRG DESIGN

Title

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

DATE: 6/8/2017

UTILITY COMPANY: Cox Communications

APPLICANT NAME: Kerri Pingel APPLICANT PHONE: 479-878-2421

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:

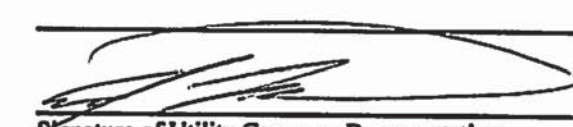
General location / Address Savannah Estates Ph II Lot 9

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

UTILITY COMPANY COMMENTS:

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

☒ No objections provided the following conditions are met:
Any damage to or relocation of existing facilities will be at the owner's/developers expense.


Signature of Utility Company Representative

Construction and Planning Manager
Title

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

DATE: 5/25/2017

UTILITY COMPANY: BlackHills Energy

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

☒ Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South UE on Lot 9 in Savannah Estates

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

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above, and no comments.

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

No objections provided the following conditions are met:

Brian A. D. [Signature]
Signature of Utility Company Representative

SUPERVISOR - GAS OPERATIONS
Title

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

DATE: 05/25/2017

UTILITY COMPANY: Ozarks Electric Coo.

APPLICANT NAME: Wesley Mahaffey APPLICANT PHONE: 479-263-2167

REQUESTED VACATION (*applicant must check all that apply*):



Utility Easement



Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.



Alley



Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

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

UTILITY COMPANY COMMENTS:



No objections to the vacation(s) described above, and no comments.



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



No objections provided the following conditions are met:
Provided They maintain a 7.5 ft. U.E. on the west side of Ozarks Line.

Wesley Mahaffey

Signature of Utility Company Representative

Staking Tech. III

Title

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

DATE: 6-26-17

UTILITY COMPANY: SWEP CO

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address SAVANNA ESTATES PH II Lot 9 (CHARLESTON CROSSING)
THE INSIDE 10' OF THE EXISTING 25' ALONG SOUTH PROPERTY LINE.

- ☐ (*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:

Tung L
Signature of Utility Company Representative

DISTRIBUTION ENGINEER
Title

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

DATE: 5-30-17

UTILITY COMPANY: City of Fayetteville (Transportation)

APPLICANT NAME: _____ APPLICANT PHONE: _____

REQUESTED VACATION (*applicant must check all that apply*):



Utility Easement

Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.

Alley

Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address _____

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

UTILITY COMPANY COMMENTS:



No objections to the vacation(s) described above, and no comments.

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

No objections provided the following conditions are met:

Joe Smith
Signature of Utility Company Representative

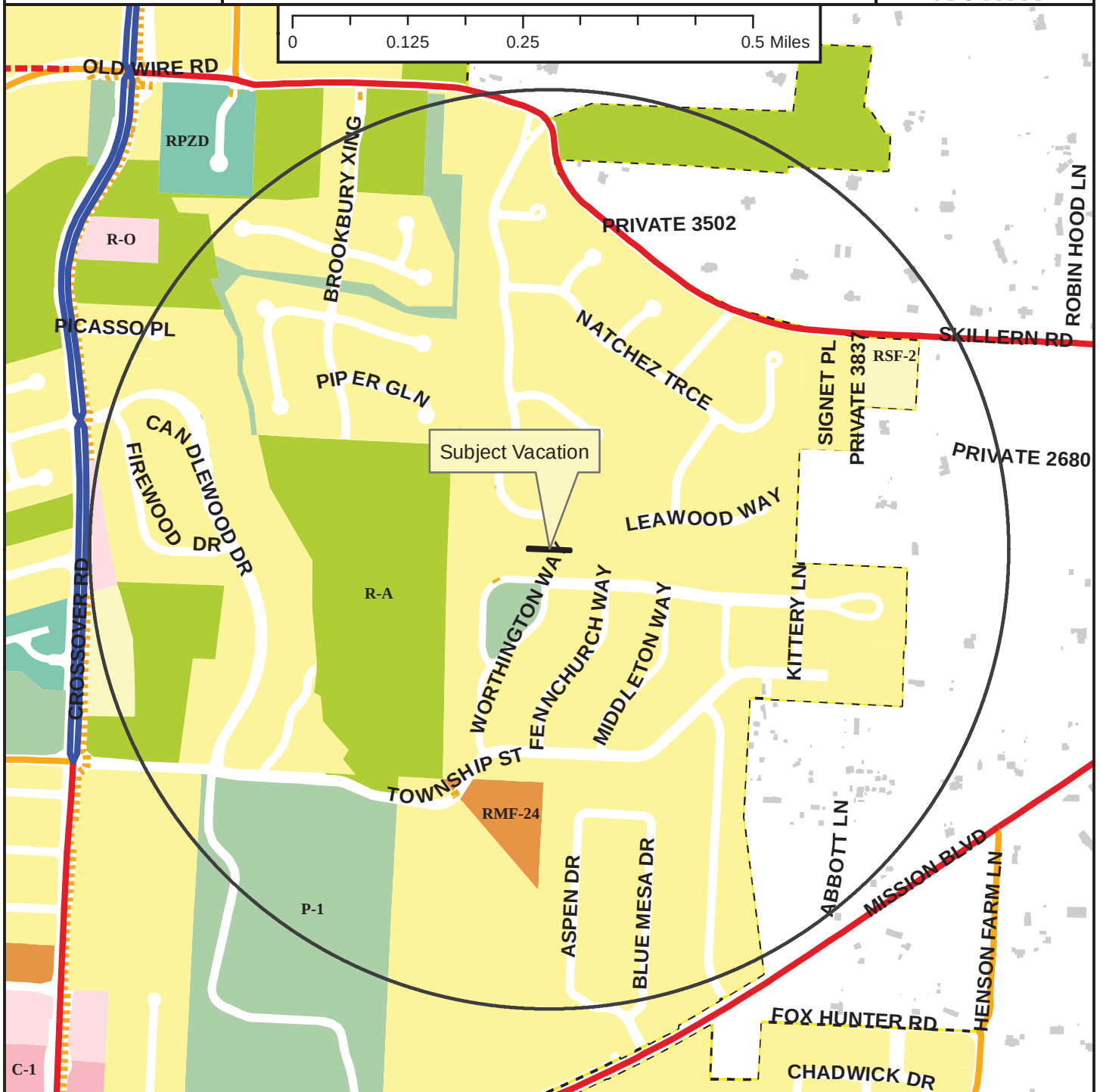
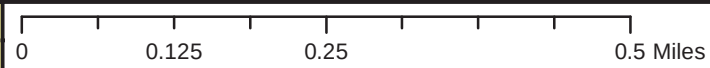
Ass. Transportation Manager
Title

VAC 17-5868

SAVANNAH ESTATES PH II

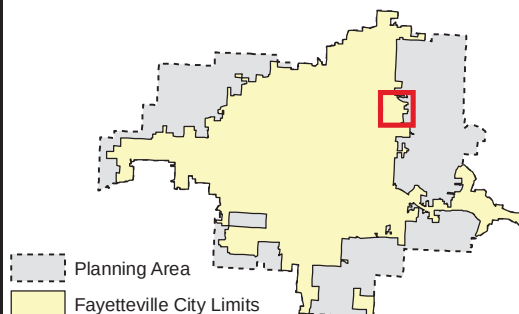


One Mile View



Legend

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

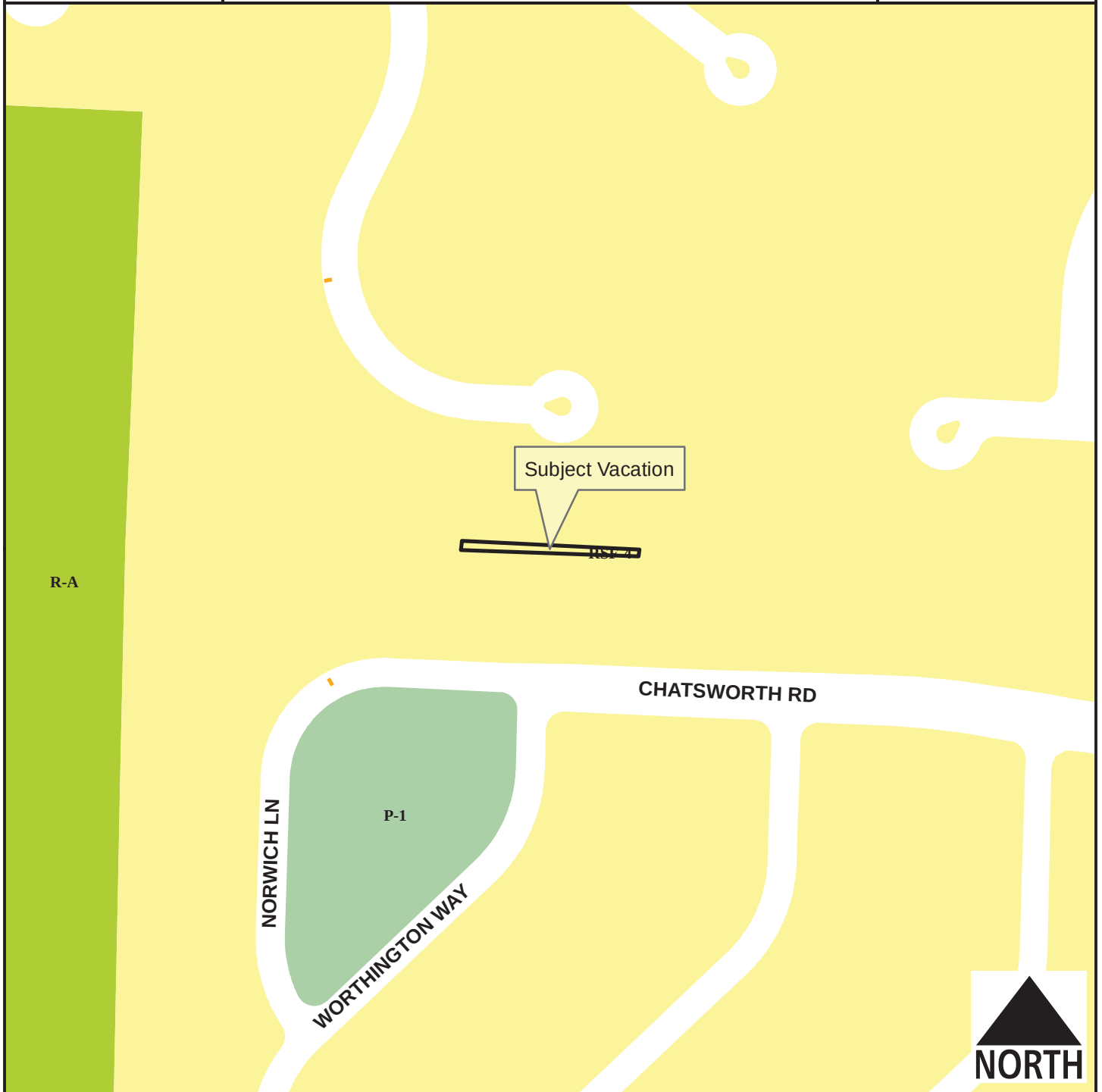


- | | |
|---|-------------------------------------|
| Zoning | EXTRACTION |
| RESIDENTIAL SINGLE-FAMILY | E-1 |
| RSF-5 | COMMERCIAL |
| RSF-1 | Residential-Office |
| RSF-2 | C-1 |
| RSF-4 | C-2 |
| RSF-7 | C-3 |
| RSF-8 | FORM BASED DISTRICTS |
| RSF-18 | Downtown Core |
| RESIDENTIAL MULTI-FAMILY | Urban Thoroughfare |
| RT-12 Residential Two and Three-family | Main Street Center |
| RMF-6 | Downtown General |
| RMF-12 | Community Services |
| RMF-18 | Neighborhood Services |
| RMF-24 | Neighborhood Conservation |
| RMF-40 | PLANNED ZONING DISTRICTS |
| INDUSTRIAL | Commercial, Industrial, Residential |
| I-1 Heavy Commercial and Light Industrial | INSTITUTIONAL |
| I-2 General Industrial | P-1 |

VAC 17-5868

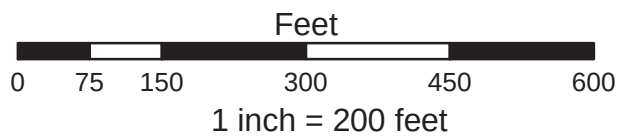
SAVANNAH ESTATES PH II

Close Up View



Legend

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

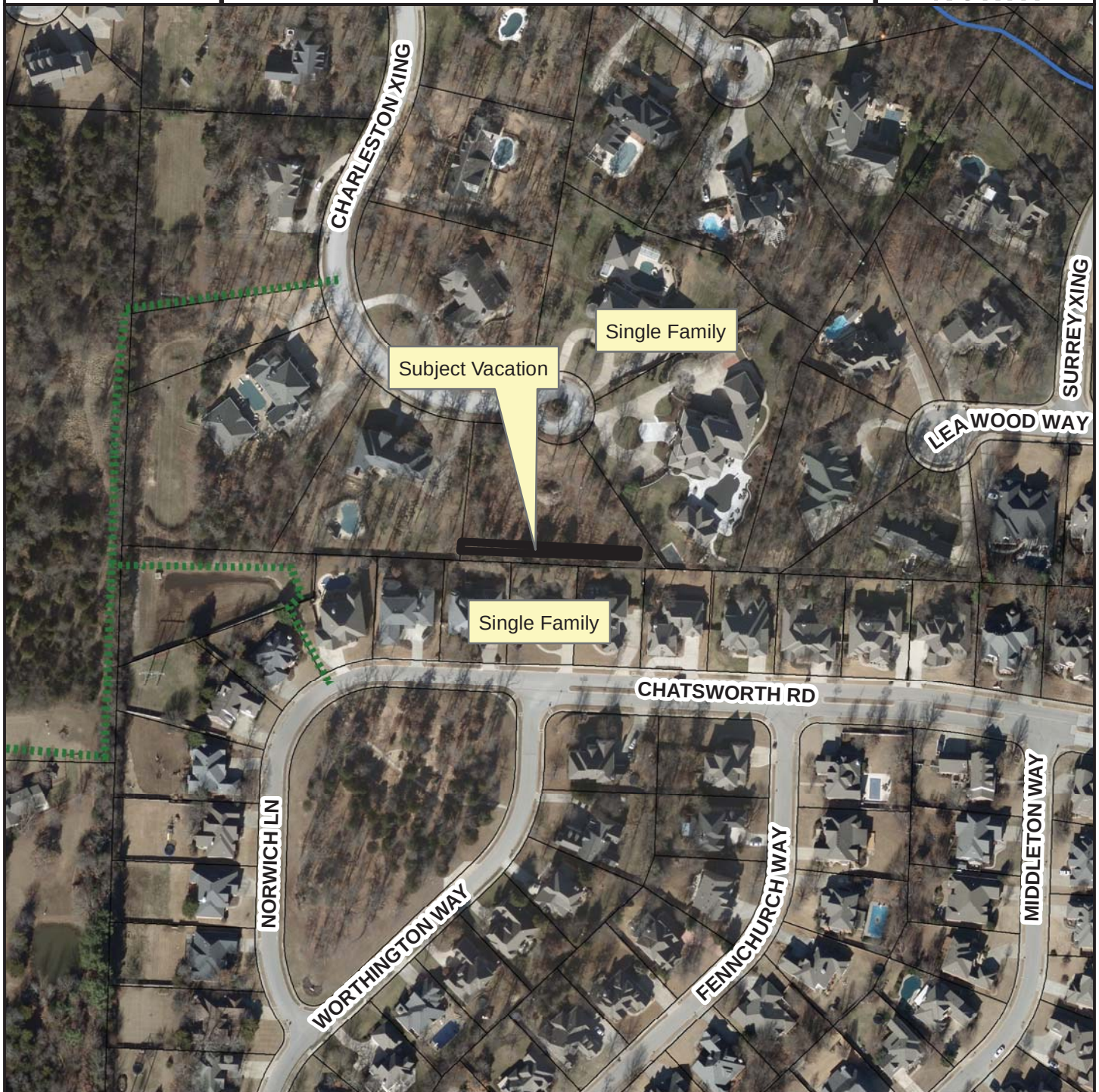


- Residential-Agricultural
- RSF-4
- P-1

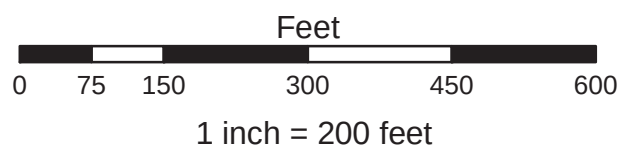
VAC 17-5868

Current Land Use

SAVANNAH ESTATES PH II



VAC17-5868
 Streams
 Street
 Trail (Proposed)
 County Parcels
 Planning Area
 Fayetteville City Limits
2017 Imagery - Kucera
RGB
 Red: Band_1
 Green: Band_2
 Blue: Band_3



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: 2017-0393

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 5

DIXIE LANDING, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR THE EXTENSION OF A WATER MAIN ALONG A PORTION OF FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE WITH THE CITY'S PORTION OF THE COST NOT TO EXCEED \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00

WHEREAS, Dixie Landing, LLC has received administrative approval from the City's Planning Division for a project at the southeast corner of East Township Street and Freshwater Avenue, contingent upon an extension of the existing water main to the development; and

WHEREAS, Dixie Landing, LLC has requested that the City share in the cost of constructing an 8-inch water main along a portion of Freshwater Avenue between East Township Street and Marks Mill Lane, a distance of approximately 540 feet; and

WHEREAS, construction of the 8-inch water main will better serve future water demands in the area by upgrading the 4-inch line that would have been required for a project of this size, provide water service to a project which is increasing the population density in this area, improve service and fire protection for residents and businesses in the area, and eliminate a dead-end line by creating a looped system; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a cost share agreement with Dixie Landing, LLC for the extension of an 8-inch water main along a portion of Freshwater Avenue between East Township Street and Marks Mill Lane with the estimated amount to be paid by the City of Fayetteville not to exceed \$32,285.00, and further approves a project contingency in the amount of \$6,457.00.

City of Fayetteville Staff Review Form

2017-0393

Legistar File ID

8/15/2017

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

Tim Nyander

7/28/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR A WATERLINE EXTENSION ON NORTH FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE, IN THE NOT-TO-EXCEED AMOUNT OF \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00 FOR A TOTAL OF \$38,742.00

Budget Impact:

5400.720.5700-5815.00

Water/Sewer

Account Number

Fund

04039.1

Water/Sewer Impact Fee Cost Sharing Project

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,230,231.00

Funds Obligated \$ 196,453.75

Current Balance \$ 1,033,777.25

Does item have a cost? Yes

Item Cost \$ 38,742.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 995,035.25

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: July 27, 2017

SUBJECT: **Cost Share Agreement with Dixie Landing, LLC for a Water Line Extension on Freshwater Avenue**

RECOMMENDATION:

Staff recommends approval of a cost share agreement between the City of Fayetteville and Dixie Landing, LLC to share the costs of extending a waterline on Freshwater Avenue, between East Township Street and Marks Mill Lane in the not-to-exceed amount of \$32,285.00, and approval of a project contingency in the amount of \$6,457.00 for a total cost of \$38,742.00.

BACKGROUND:

Dixie Landing, LLC has requested that the City share in the cost of extending an 8-inch waterline along a portion of Freshwater Avenue between E. Township St. and Marks Mill Ln., a distance of approximately 540 feet, so that water can be provided to lots in Summit Place Subdivision.

DISCUSSION:

The City's portion of the cost share is to upgrade what would have been a 4-inch waterline to an 8-inch waterline to better serve future water demands in the area. Extending this waterline will create a loop in the system back to the 12-inch water main on E. Township St., which will benefit the water system in several ways. The loop will eliminate a dead-end line, which will improve water quality. The loop will also improve fire flow capacities in the area.

BUDGET/STAFF IMPACT:

Funds for the City's portion are available in the Water Impact Fee Cost Sharing Project.

Attachments:

Cost Share Agreement
Attachment A – Cost Detail
Attachment B – Map of Area

CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER MAIN UPGRADE COSTS

This Agreement, made and entered into on this ____ day of August, 2017, by and between the City of Fayetteville, Arkansas ("City") and Dixie Landing, LLC ("Dixie Landing"), witnesseth:

WHEREAS, on May 22, 2017, Dixie Landing received administrative approval by the City's Planning Division for a project at the southeast corner of Township Street and Freshwater Avenue, contingent upon an extension of the existing water main to the development; and

WHEREAS, during the course of design review by the City of Fayetteville, Dixie Landing was made aware of an existing water volume fire flow issue with the proposed water piping; and

WHEREAS, increasing the size of this approximately 540-foot segment from a 4-inch main to an 8-inch main will alleviate the current water volume deficiency and allow the development to connect, and will provide improved service and fire protection for residents and business in the area; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it will provide a secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the water system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Dixie Landing, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

A. Reimburse Dixie Landing, LLC for 50.3% of the cost to install approximately 540 linear feet of 8-inch water main in the area identified in Attachment "A" up to a maximum-not-to-exceed amount of **\$32,285** as was estimated by the builder's representative and shown on Attachment "B", attached. The 50.3% cost represents the excess materials and labor cost required to fully install the water line.

B. Remit payments due to Dixie Landing, LLC within sixty (60) days after receipt of valid invoices.

2. Dixie Landing, LLC agrees to:

A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable water main installation, including

submittal of plans and specifications to the City's Engineering Department, per their standard procedures.

B. Provide a copy of the invoices from the Contractor upon City approval of the water main upgrade.

C. Pay for the water main installation (with reimbursement of 50.3% of the cost by the City of Fayetteville in a not-to-exceed amount of \$32,285 with a contingency fund not-to-exceed \$6,457.

3. It is further understood that the contract for construction of the water main upgrade is between Dixie Landing, LLC and its Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in this agreement with a not-to-exceed reimbursable amount of \$32,285.00 for the water main installation, with a contingency fund not-to-exceed \$6,457.00.

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

DIXIE LANDING, LLC,

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: 
JORDAN JETER

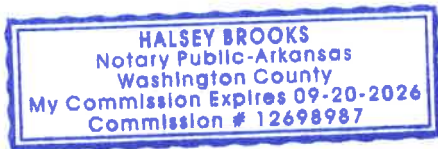
By: _____
LIONELD JORDAN, Mayor

ATTEST:

ATTEST:

By: 

By: _____
SONDRA SMITH, City Clerk



ATTACHMENT A



**JORGENSEN
+ASSOCIATES**
Civil Engineering - Surveying
Landscape Architecture Services

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703

Office: 479.442.9127
Fax: 479.582.4807
www.jorgensenassoc.com

June 28, 2017

City of Fayetteville

Development Services

113 West Mountain Street

Fayetteville, AR 72701

Re: Freshwater Waterline Extension

In regards the waterline extension along Freshwater Avenue, we are kindly seeking a cost share with the city to loop this line. In order to extend water service to the new lots, an 8" main will be installed to the end of the lots with a fire hydrant. Summit Place Subdivision currently has one 8" connection to a public 12" main along Township. Looping the new line to Township will benefit the city in multiple ways (improved hydraulics, maintenance, and fire flow capacities). Below, we have included the lowest contractor's bid for the project (from MH Backhoe).

Developer's Bid Tab

Item	Description	Qty.	Unit		
001	8" PVC, Water Main	230	LF	\$65.00	\$14,950.00
002	8"x12" Tap + Valve	1	EA	\$3,800.00	\$3,800.00
003	Remove and Replace Asphalt + Curb	1	LS	\$1,500.00	\$1,500.00
004	Remove and Replace Sidewalk	1	LS	\$500.00	\$500.00
005	Fire Hydrant	1	LS	\$5,000.00	\$5,000.00
006	Traffic Control	1	LS	\$500.00	\$500.00
007	Clean + Test	1	LS	\$500.00	\$500.00
008	Bond	1	LS	\$1,500.00	\$1,500.00
009	Clear + Grub, Waste Management, Erosion Control	1	LS	\$250.00	\$250.00
					\$28,500.00

Cost Share Bid Tab

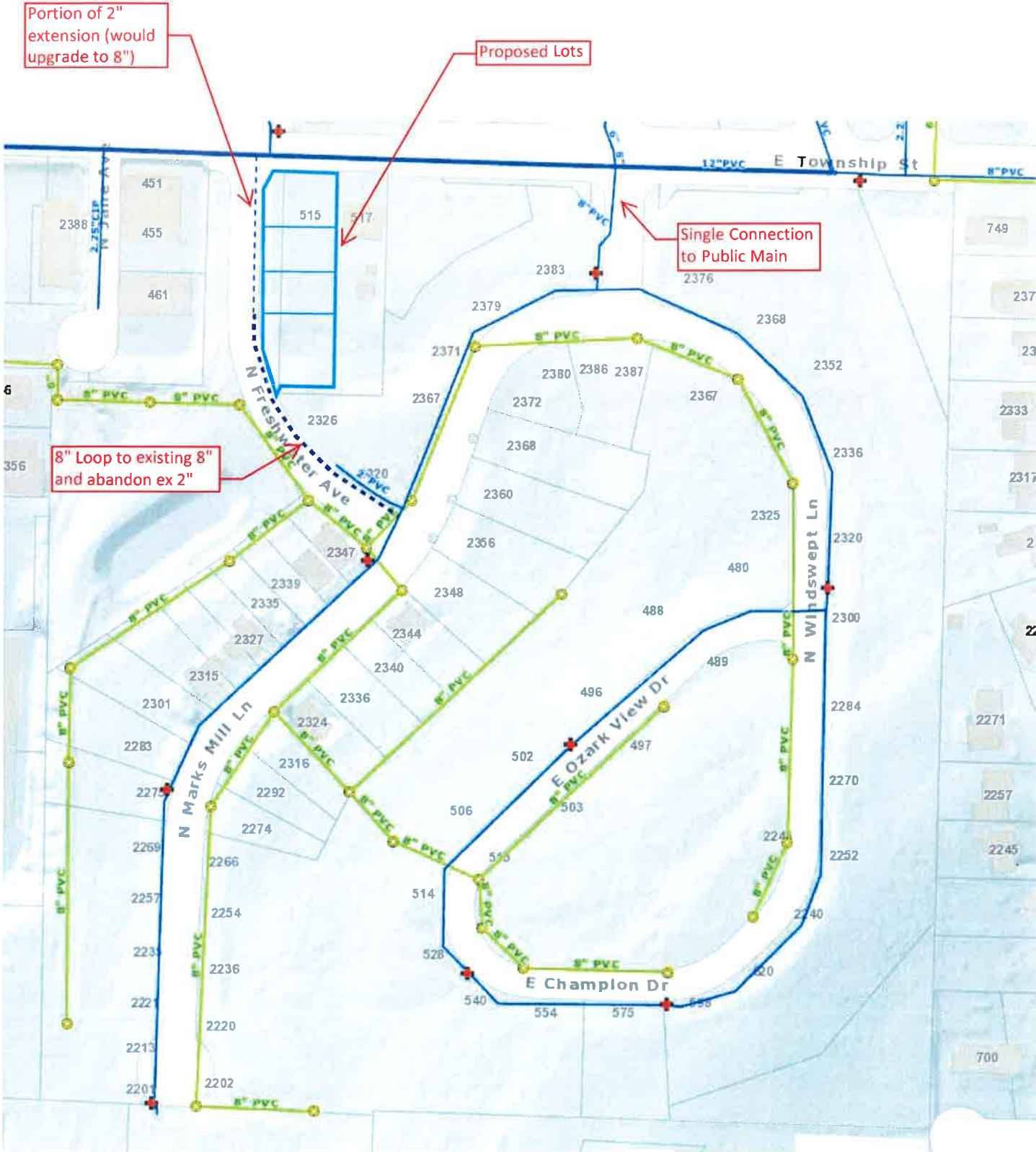
Item	Description	Qty.	Unit	Unit Price	Total
001	8" PVC, C-900 Class 200 DR-14 Water Main	311	LF	\$65.00	\$20,215.00
002	8"x8" Tap and Valve	1	EA	\$3,800.00	\$3,800.00
003	Remove and Replace Sidewalk	1	LS	\$500.00	\$500.00
004	Install 8" 11.25° Bend	2	EA	\$400.00	\$800.00
005	Install 8" 22.5° Bend	2	EA	\$400.00	\$800.00
006	Connect ex WM to new Main	1	LS	\$500.00	\$500.00
007	Clean + Test	1	LS	\$500.00	\$500.00
008	Bond	1	LS	\$1,500.00	\$1,500.00
009	Clear + Grub, Waste Management, Erosion Control	1	LS	\$250.00	\$250.00
					\$28,865.00

Total Estimated Cost: \$57,365
Engineering, Surveying, Inspection Cost: \$6,800
Total Estimated Cost: \$64,165
Developer's portion: 49.7%
Cost share portion: 50.3%

We are kindly asking that the City cost share the proportional difference in looping the waterline extension:
50.3% of \$6,800 (\$3,420), for a total of \$32,285.

Please review at your convenience and let us know how we can be of further assistance for this project.

ATTACHMENT B





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0426

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 6

UNIVERSITY OF ARKANSAS MASTER AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER AGREEMENT WITH THE UNIVERSITY OF ARKANSAS REGARDING THE PLACEMENT OF UTILITIES WITHIN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS

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 Mayor Jordan to sign a Master Agreement with the University of Arkansas, a copy of which is attached to this Resolution, regarding the placement of utilities within public rights of way and utility easements.

City of Fayetteville Staff Review Form

2017-0426

Legistar File ID

8/15/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Corey Granderson

7/27/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a master agreement regarding placement of utilities and pipe lines to be owned, operated and maintained by the University of Arkansas in public rights of way and utility easements in the city of Fayetteville, Arkansas. This item has no budget impacts.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

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 # N/A

Original Contract Number: N/A

Approval Date: _____

Comments:

TO: Mayor Jordan

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Corey Granderson, Staff Engineer

DATE: July 27, 2017

SUBJECT: **Approval of a master agreement regarding placement of utilities and pipe lines to be owned, operated and maintained by the University of Arkansas in public rights of way and utility easements in the city of Fayetteville, Arkansas**

RECOMMENDATION:

Staff recommends approval of a master agreement regarding placement of utilities and pipe lines to be owned, operated and maintained by the University of Arkansas in public rights of way and utility easements in the city of Fayetteville, Arkansas.

BACKGROUND:

The University of Arkansas currently has designs for a fiber optic line running between the Harmon Parking Deck area and the new Arts District area on Hill Street south of MLK Boulevard. During the review of this project, the need for an agreement to occupy public rights of way and easements was made apparent. Since the University is not covered under any existing franchise utility agreements, a separate agreement would be necessary to accommodate the fiber optic line and associated conduits. Furthermore, the University of Arkansas anticipates additional dedicated private utility lines in the future. Therefore, the City and University have collaborated to create a master agreement for these situations so that future projects can be reviewed and approved administratively.

DISCUSSION:

Attached to this memo is the master agreement as well as an exhibit showing the geographic boundary in which this agreement is applicable. It should be noted that this Master Agreement is only intended to apply to pipes and utilities proposed for future construction. The current agreement allows each future project to be reviewed and discussed separately, which will help ensure the city's interests are protected.

There are ongoing conversations about a separate agreement for existing water and sewer lines on University properties, but those agreements have not been finalized at this time. That conversation will need to be resolved by drafting a map of all known lines and generating criteria to determine ownership of water and sewer utilities. Nothing in this agreement would inhibit this future conversation from being successful.

BUDGET/STAFF IMPACT:

This item has no budget impacts.

MASTER AGREEMENT

BY AND BETWEEN

BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, ACTING FOR THE UNIVERSITY
OF ARKANSAS, FAYETTEVILLE

AND

CITY OF FAYETTEVILLE, ARKANSAS

REGARDING

PLACEMENT OF UTILITIES AND PIPE LINES TO BE OWNED, OPERATED AND MAINTAINED
BY THE UNIVERSITY OF ARKANSAS
IN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS IN THE CITY OF FAYETTEVILLE,
ARKANSAS

WHEREAS, the University of Arkansas, Fayetteville, Arkansas (The University) is
primarily located in the City of Fayetteville, Arkansas; and

WHEREAS, the City of Fayetteville owns and maintains certain streets and alleys within the
University Campus; and

WHEREAS, the University owns and maintains certain utilities to support campus
operations; and

WHEREAS, the University has ongoing development projects that include installation,
maintenance and operation of utilities and pipelines at various locations within The University utilities
planning area and as shown in the attachments; and

WHEREAS, some lengths or areas of these utilities or pipelines are required to be laid within or
across public right of way along the route; and

WHEREAS, the University has a goal to increase service area to University properties; and

NOW THEREFORE, the University and the City of Fayetteville, Arkansas agree that proposed
utility and pipeline installations shall be implemented and maintained in accordance with the following
stipulations.

STIPULATIONS

I. CONSTRUCTION AND MAINTENANCE PLAN

This agreement shall govern the construction and maintenance of utilities and pipelines located within the geographic boundary identified on the map attached to this Agreement as Exhibit A.

For each utility or pipeline to be located or constructed within City right of way the University shall, prior to commencing construction, submit to the City Engineer for approval preliminary and final construction documents. Final construction documents shall be stamped and signed by a registered professional engineer, registered in the State of Arkansas.

The following list includes all conditions to lay, construct, equip, operate, repair and maintain private utilities or pipelines in public right of way for purposes of supplying utility services to University property within the city right of way:

- a) The existing right of way owned by the City of Fayetteville shall not be unnecessarily and unreasonably impaired or obstructed without prior written consent of the City of Fayetteville.
- b) No fees or charges of any kind shall be imposed by the City of Fayetteville upon the University for the breaking or opening of any highway, street, road, sidewalk, or other public places for the construction and/or maintenance of the utilities or pipelines. The University, however, shall be responsible to complete all repairs incurred as part of the construction and maintenance of the utilities or pipelines substantially consistent with the established specifications and standards of the City of Fayetteville as set forth in the City's Unified Development Code, standard details, and Minimum Street Standards.
- c) The University shall at all times keep and display the necessary danger signals and property guards around all excavations and obstructions and shall keep sufficient space in good condition for the travel of vehicles on at least one side of all excavations and obstructions; and soon as practicable, restore all openings on the highway, street, road, sidewalk, or other public places to condition equally as good as before said openings or obstructions were made. Anything to the contrary notwithstanding, if the University or its contractor needs to close a lane or roadway, either partially or in whole, to construct or to repair the utilities or pipelines at any time during the life of this Agreement, then the University or its contractor shall give notice to the City, and the City must give approval for any such closure in advance. The City agrees to cooperate and respond to such requests in a timely manner.
- d) This Agreement does not authorize the University and its contractor to cause injury to any highway, street, road, sidewalk, or other public places except as specifically allowed, nor with any public or private sewer or drainage system, or water lines, now or hereafter laid or constructed by the City of Fayetteville or by any authorized person or corporation; but no sewer or water pipes, electric conduits, telephone or TV cables shall be so laid as to interfere unnecessarily with the utilities or pipelines, which utilities or pipelines shall have been laid prior to the time of laying such electric conduits, telephone and TV cables, sewer or water lines.
- e) Pursuant to Article XII, Section XII of the Arkansas Constitution, the University may not enter into a covenant or agreement to hold the City harmless or to indemnify the City from prospective damages. However, with respect to loss, expense, damage, liability, claims or demands, either at law or

in equity, for actual or alleged personal injuries or property damage arising from work performed under this Memorandum of Agreement by the University and not from the negligence or willful misconduct of the City or its employees, representatives, agents or subcontractors, the University agrees with the City that: (a) the University will cooperate with the City in the defense of any action or claim brought against the City seeking the foregoing damages or relief; (b) the University will in good faith cooperate with the City should the City present any claims of the foregoing nature against the University to the Claims Commission of the State of Arkansas; (c) the University will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the Claims Commission and will make reasonable efforts to expedite any such hearing; provided, however, the University reserves its right to assert in good faith all claims and defenses available to it in any proceeding in the Claims Commission or other appropriate forum. The obligations of this provision shall remain in effect so long as the University operates the utility or pipeline.

f) The University and/or its contractor shall furnish promptly to the City of Fayetteville's proper authorities or the Arkansas One Call system any reasonable and necessary information which may be asked for by them in regard to the size, location or depths of any of the pipes, mains, conduits, or service pipes, in connection with a project undertaken pursuant to this agreement. The City of Fayetteville shall not be liable for any costs to repair damaged utilities or pipelines if the utilities or pipelines are not marked or located for future roadway, utilities or other construction completed by or on behalf of the City of Fayetteville, if the utilities or pipelines were not located and marked in the field in accordance with state law.

g) The minimum depth of cover over the utilities or pipelines laid within or across public right of way shall be 4 feet below existing grade except as noted below, and as required by owners of utilities which exist within the right of way to be utilized by the University.

h) During construction, reports detailing work undertaken pursuant to the terms of this Agreement shall be submitted weekly by the University for review by the City Engineering Division. Such reports shall include any proposed changes and problems encountered in the efforts to carry out the terms of this Agreement. The City also reserves the right to visit the project site at any time, with reasonable notice to the University, to ensure that work conducted meets standards as set forth in the Agreement. Any specific inspection and testing requirements shall be mutually agreed upon in writing by the parties prior to commencement of a specific project.

i) Should the City of Fayetteville make any improvements to the roads, highways, streets, or public grounds within the limits of this Agreement and the utilities or pipelines are in conflict with the improvements such that the improvements cannot be executed or it places the utilities or pipelines at risk, and the utilities or pipelines are determined to be within existing right of way owned by the City, then the University, at no cost to the City, shall relocate the utilities or pipelines so as not to interfere with such improvements. Conversely, if any improvements to the roads, highways, streets, or public grounds which are in conflict with the location of the utilities or pipelines are outside existing right of way owned by the City as of the date of execution of this Agreement noted below, the party responsible for the improvements shall be financially responsible for the utilities or pipelines relocation.

j) The parties may agree to alter the minimum specifications set forth in paragraphs (g), (h), and (i) above for specific projects but in no event shall the specifications be established below the minimums set forth in this Agreement without the approval of the City Council, and in no event shall any specifications or requirements exceed that for any standards for similar projects by other entities.

II.DURATION

This Agreement shall only expire if ownership of the utilities or pipelines is transferred to a utility that has a franchise agreement in place with the City of Fayetteville.

III. TRANSFER

This Agreement shall not be transferable unless approved in writing by the City of Fayetteville and the Board of Trustees of the University of Arkansas.

IV. AMENDING THE MASTER AGREEMENT

Should any of the signatories to this Agreement believe that the terms of this Agreement are not being met, or cannot be met, that party shall immediately notify the other signatories and request consultation to amend this Agreement. The parties agree to act in good faith to resolve any issues incurred over the term of the Agreement, consistent with any applicable laws, codes or ordinances, and with accepted professional engineering practice. The process to amend this Agreement shall be conducted in a manner similar to that leading to the execution of this Agreement.

V. TERMINATING THE MEMORANDUM OF AGREEMENT

This Agreement shall not be terminated except by the authorized respective representatives of the City of Fayetteville and the Board of Trustees of the University of Arkansas.

VI. COUNTERPARTS AND SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be considered one and the same document. The parties agree that faxed or PDF copies of the signature pages shall be deemed valid and binding upon each of them.

VII. GOVERNING LAW

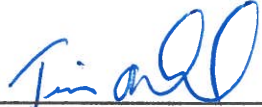
This Agreement shall be governed and construed under the laws of the State of Arkansas without regard to its choice of law principles. By entering into this Agreement, neither the City nor the University waive any immunities to suit that are or may be available to either of them or their respective officials, trustees, representatives or employees.

SIGNATORIES

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

**BOARD OF TRUSTEES OF THE
UNIVERSITY OF ARKANSAS, ACTING
FOR THE UNIVERSITY OF ARKANSAS,
FAYETTEVILLE**

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
TIM O'DONNELL
Vice Chancellor for Finance and Administration

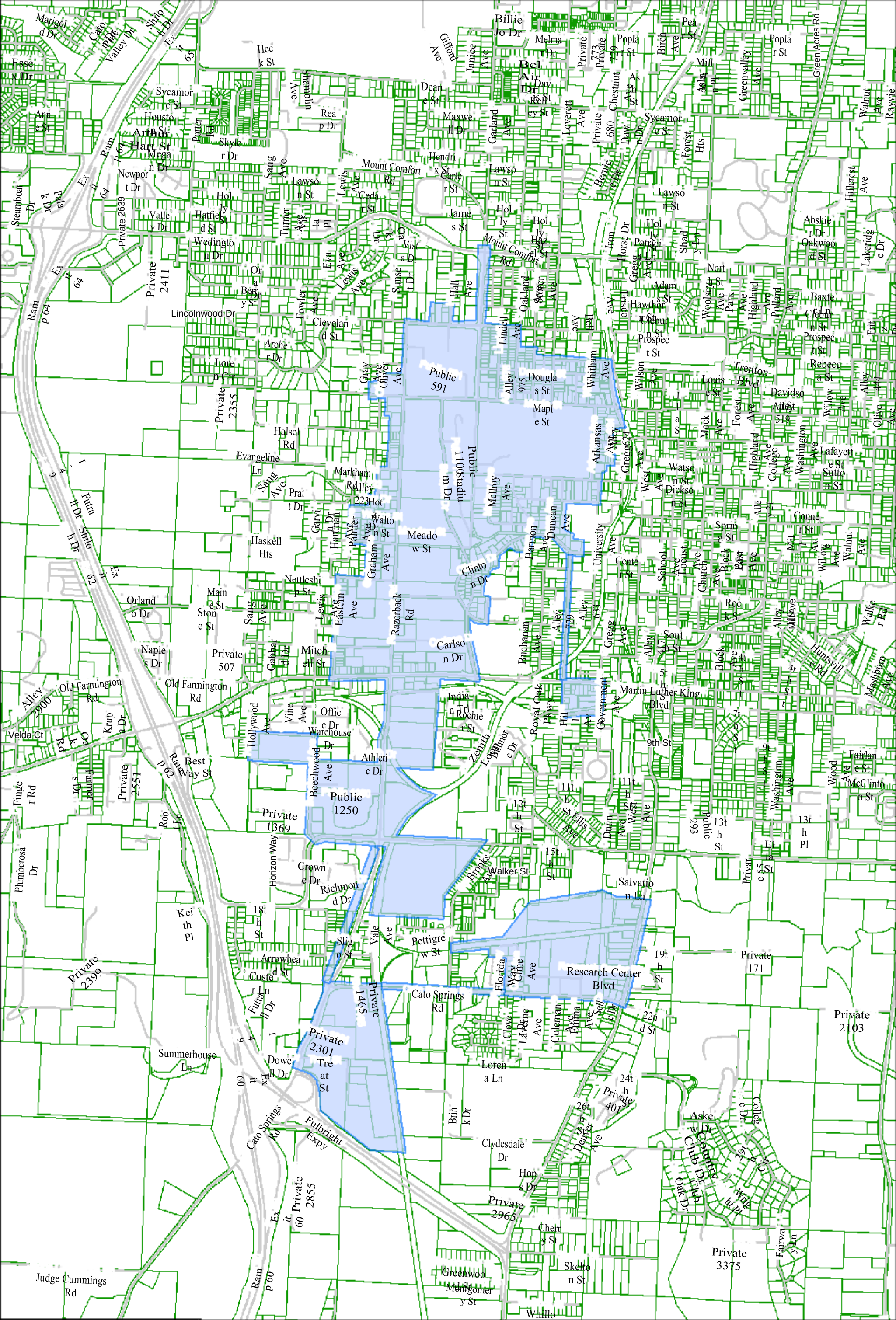
By: _____
LIONEL D JORDAN, Mayor

ATTEST:

ATTEST:

By: _____

By: _____
SONDRA SMITH, City Clerk



Legend

Geographic Boundary

1 inch = 2,500 feet

DESIGNED

DRAWN

PLANS

CONSTRUCTION



McGowan Williams & Yates
Engineering Confidence
© 2012 Papeete, Louisiana

MASTER AGREEMENT

EXHIBIT A

STRUCTURE

SHEET

MA



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0396

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 7

833 NORTH CROSSOVER ROAD PUBLIC SALE:

A RESOLUTION TO AUTHORIZE THE MAYOR TO OFFER FOR PUBLIC SALE APPROXIMATELY 0.92 ACRES AND IMPROVEMENTS LOCATED AT 833 NORTH CROSSOVER ROAD FOR THE APPRAISED VALUE OF \$162,000.00

WHEREAS, the Fire Department uses the property located at 833 North Crossover Road as an office for the Fire Prevention Bureau and has determined that it would be more cost effective to sell the property and move the Fire Marshals to other Fire Department property at Drake Field; and

WHEREAS, the property recently appraised for \$162,000.00 and is no longer needed for municipal purposes; and

WHEREAS, the sale of this property would provide revenue for facility improvements at the Drake Field location including creating office and meeting space for the Fayetteville Fire Prevention Bureau.

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 authorizes Mayor Jordan to offer for public sale approximately 0.92 acres and improvements located at 833 North Crossover Road for the appraised value of \$162,000.00.

City of Fayetteville Staff Review Form

2017-0396

Legistar File ID

8/15/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

7/28/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution allowing the sale of City of Fayetteville, Arkansas Property, .92 Acre and Improvements located at 833 North Crossover Road (Fire Prevention Bureau).

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 15, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: July 28, 2017

SUBJECT: Approval of a resolution allowing the sale of City of Fayetteville, Arkansas Property, .92 Acre and Improvements located at 833 North Crossover Road (Fire Prevention Bureau).

RECOMMENDATION:

Approval of a resolution allowing the sale of City of Fayetteville, Arkansas Property, .92 Acre and Improvements located at 833 North Crossover Road (Fire Prevention Bureau).

BACKGROUND:

The Fire Department reviewed the property with the City's Facilities Management Division. It was determined that it would be more cost effective to sell this property and move the Fire Marshals to existing Fire Department property at the Airport on South School. The subject real property at 833 North Crossover is no longer needed for municipal purposes. The property was appraised recently at a value of \$162,000.

DISCUSSION:

The Sale of this City-Owned Property would provide revenue for facility improvements at the current unstaffed/vacant Fire Station Facility located at 4140 South School. The improvements at this location would be guided by input from the City Facilities Management Division. These renovations at 4140 South School would create offices and meeting space for the Fire Prevention Bureau. City Code §34.27 establishes requirements regarding public notice and procedure for the sale of real property owned by the City of Fayetteville. City staff has performed all necessary public notification procedures in compliance with this city ordinance (documentation attached). Additionally, the City Council must establish that this land is no longer needed for municipal purposes.

BUDGET/STAFF IMPACT:

The projected revenue of \$162,000 from the sale of the City-Owned Property at 833 North Crossover would provide funding in the Capital Project: Fire Facility Maintenance for the renovations at 4140 South School. The funds remaining after this renovation could be utilized in Capital Project: Fire Apparatus Purchases for future apparatus purchases.

Attachments:

Appraisal Report, Proof of Public Notice (sign, letter, and newspaper notice), Location Map

Certificate of Sign Posting



I, Harley Hunt,

attest that the above sign was posted on July 25, 2017 at 833 N. Crossover Road.



(signature of person completing the sign posting)

Certificate of Mailing

I hereby certify that a true and correct copy of the attached written notice was placed in the U.S. mail, first-class, postage prepaid this 24th day of July, 2017 and

addressed as follows:

Name: David S. Randle Revocable Trust

Street: 1767 E. Overland Dr.

City, State, Zip Fayetteville, AR 72703

Name: Southwestern Electric Power Company

Street: P.O. Box 16428

City, State Zip: Columbus, OH 43215

Name: Philip Hadfield

Street: 42 W. Louise St.

City, State, Zip Fayetteville, AR 72701

Name: Howard, Linda Rose and Lyndel Gary

Street: 729 N. Rockcliff Rd.

City, State, Zip Fayetteville, AR 72701

Granville Wynn

(name of person completing the mailing)

A handwritten signature in dark ink, appearing to read 'Granville Wynn', written over a horizontal line.

(signature of person completing the mailing)



CITY OF
FAYETTEVILLE
ARKANSAS

July 24, 2017

David S. Randle Revocable Trust
1767 E Overland DR
Fayetteville, AR 72703

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **August 15, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **August 15, 2017** Fayetteville City Council meeting.

SALE OF MUNICIPALLY OWNED REAL PROPERTY: Submitted by CITY STAFF for property located 833 N. CROSSOVER ROAD. The Fayetteville City Council is considering the sale of about .92 acres and improvements. The property was appraised by Reed and Associates as of June 23, 2017 at a value of \$162,000. This possible sale will be considered by the City Council during its August 15, 2017 meeting at 113 W. Mountain Street, Room 219.

Sincerely,

David Dayringer
Fire Chief
Fayetteville Fire Department



CITY OF
FAYETTEVILLE
ARKANSAS

July 24, 2017

Southwestern Electric Power Company
P.O. Box 16428
Columbus, OH 43215

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

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Sincerely,

David Dayringer
Fire Chief
Fayetteville Fire Department



CITY OF
FAYETTEVILLE
ARKANSAS

July 24, 2017

Philip Hadfield
42 W. Louise St.
Fayetteville, AR 72701

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

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Sincerely,

David Dayringer
Fire Chief
Fayetteville Fire Department



CITY OF
FAYETTEVILLE
ARKANSAS

July 24, 2017

Howard, Linda Rose and Lyndel Gary
729 N. Rockcliff Rd.
Fayetteville, AR 72701

To Whom It May Concern,

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on **August 15, 2017** at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the **August 15, 2017** Fayetteville City Council meeting.

SALE OF MUNICIPALLY OWNED REAL PROPERTY: Submitted by CITY STAFF for property located 833 N. CROSSOVER ROAD. The Fayetteville City Council is considering the sale of about .92 acres and improvements. The property was appraised by Reed and Associates as of June 23, 2017 at a value of \$162,000. This possible sale will be considered by the City Council during its August 15, 2017 meeting at 113 W. Mountain Street, Room 219.

Sincerely,

David Dayringer
Fire Chief
Fayetteville Fire Department

Date Mon, Jul 24, 2017
Time 11:06:17

Arkansas Democrat Gazette

Ad Name: 74217066A Col: 1 X Depth: 2.63 Ad Due in DB: 00/00/00
Name: CITY OF FAYETTEVILL Copyline: NOTICEOFPUBLICHEARIN
Address: 125 W MOUNTAIN City: FAYETTEVILLE
State: AR
Zip: 72701 Colors:
Acct: 6014528 Phone: 479-575-8267 Caller: andy
Receipt: 74217066 Fax: E-Mail:

Category: - Reply Request: Split Billed: N
Date Entered: July 24, 2017 Standby Type: Rate: NL4
Class: 1230 Lines: 37 Paytype: BL
Rep: Karen Caler Tear Sheets: Client:
Start: July 28, 2017 Stop: July 28, 2017 Issues: 1

Editions: NDG/

DATE
07/28/17

DAY
FRI

EDITION
NDG

SECTION
1230

Price: 48.10
Other Charges: 0.00
Discounts: 0.00
Total: 48.10

Instructions:

NOTICE OF PUBLIC HEARING
A meeting of the City of Fayetteville City Council will be held on August 15, 2017 at 5:30 p.m., in room 219, Fayetteville Administration Building at 113 W. Mountain Street, Fayetteville, Arkansas, 72701. The following item is required to be published in the local newspaper pursuant to the Code of Ordinances of the City of Fayetteville and will be heard at the August 15, 2017 Fayetteville City Council meeting.
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Ad shown is not actual print size

EAST
MOUNTAIN
LLC

SOUTHWESTERN
ELECTRIC
POWER
CO

SOUTHWESTERN
ELECTRIC
TOWER
CO

SOUTHWESTERN
ELECTRIC
POWER
CO

CITY
OF
FAYETTEVILLE

CITY
OF
FAYETTEVILLE

RANDLE,
DAVID
S
REVOCABLE
TRUST
EASTWOOD STD

BRANTLEY,
VIRGINIA
CAROL

HYLAND PARK PHASE I

HOWARD,
LINDA
&
LYNDEL
CAROL

HYLAND PARK PH

HADFIELD,
PHILIP
B

APPRAISAL REPORT

ON

THE CITY OF FAYETTEVILLE,
ARKANSAS PROPERTY .92± ACRE
AND IMPROVEMENTS LOCATED AT
833 NORTH CROSSOVER ROAD,
FAYETTEVILLE, ARKANSAS;
WASHINGTON COUNTY

FOR

FAYETTEVILLE FIRE DEPARTMENT
ATTN: ASSISTANT FIRE CHIEF HARLEY HUNT
833 NORTH CROSSOVER ROAD
FAYETTEVILLE, ARKANSAS

BY

REED & ASSOCIATES, INC.
3739 N. STEELE BLVD., SUITE 322
FAYETTEVILLE, ARKANSAS

Appraisal No. 5096-2

AS OF

JUNE 23, 2017

Reed & Associates, Inc.

Real Estate Appraisers – Consultants

3739 N. Steele Blvd., Suite 220, Fayetteville, AR 72703 * 479-521-6313 * Fax: 479-521-6315 * www.reedappraisal.biz

Tom Reed, MAI • Barbara Rhoads • Shannon Mueller • Brian Kenworthy • Katie Hampton

July 7, 2017

Fayetteville Fire Department
Attn: Assistant Fire Chief Harley Hunt
833 North Crossover Road
Fayetteville, Arkansas 72701

RE: The City of Fayetteville, Arkansas Property; .92± Acre and
Improvements Located at 833 North Crossover Road,
Fayetteville, Arkansas; Washington County

Dear Assistant Chief Hunt:

In compliance with your request and for the purpose of estimating the market value of the above captioned property, I hereby certify that I have examined the subject property and have made a survey of matters pertinent to the estimation of its value.

I further certify that I have no interest, present or contemplated, in the property appraised and that my fee was not contingent upon the value estimate reported.

The following report contains data gathered in my investigation, information from my files and shows the method of appraisal. This report has been prepared under the Appraisal Report option.

Based upon an analysis of relevant data and contingent upon the Assumptions and Limiting Conditions which follow and appear later in this report, in my opinion the market value of the fee simple interest in the subject property, as of June 23, 2017, was as follows:

**ONE HUNDRED AND SIXTY-TWO THOUSAND DOLLARS
(\$162,000)**

The preceding market value estimate reflects terms equivalent to cash to the owner and represents that for real property only. No personal property has been included in this report.

The market value estimate is based upon the following Extraordinary Assumptions:

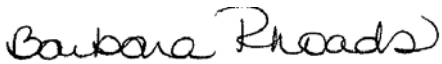
- 1. Subject and adjacent properties are in compliance with all applicable EPA regulations;**
- 2. Subject electrical, plumbing and HVAC systems are adequate and in working order;**
- 3. Subject will be utilized in compliance with current zoning regulations; the property is currently subject to a conditional use; however, the property is proposed to be marketed.**

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

Additional Assumptions and Limiting Conditions appear in the Introduction Section of this report.

The estimated exposure time for the subject property is one year, or less. This was determined from an analysis of market conditions and comparable sales.

Sincerely,


Barbara Rhoads, CG2202
REED & ASSOCIATES, INC.



PART I - INTRODUCTION

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SUBJECT PHOTOGRAPHS



AERIAL MAP

Red lines represent the approximate boundaries of the subject property.



NORTH CROSSOVER ROAD – LOOKING NORTHERLY



NORTH CROSSOVER ROAD – LOOKING SOUTHERLY



EAST SIDE SUBJECT BUILDING – LOOKING WESTERLY



SOUTH AND EAST SIDES OF SUBJECT BUILDING – LOOKING NORTHWESTERLY



WEST SIDE OF SUBJECT BUILDING AND STORAGE SHED – LOOKING NORTHEASTERLY



WEST SIDE OF SUBJECT BUILDING – LOOKING SOUTHEASTERLY



SOUTHEAST PART OF SUBJECT PROPERTY AND SOUTH DRIVE – LOOKING NORTHERLY



EAST PART OF SUBJECT PROPERTY – LOOKING NORTHERLY



PARKING AREA IN SOUTH PART OF SUBJECT PROPERTY – LOOKING WESTERLY



WEST PART OF SUBJECT PROPERTY – LOOKING NORTHERLY



INTERIOR VIEW – KITCHEN



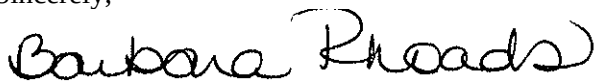
INTERIOR VIEW – OFFICE (LIVING ROOM)

CERTIFICATE

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the subject property and to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event, directly related to the intended use of the appraisal.
- My analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I, Barbara Rhoads, have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I, Barbara Rhoads, have not performed services, as an appraiser, or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. I have previously appraised the subject property. The effective date of the previous appraisal is May 7, 2013.

Sincerely,



Barbara Rhoads, CG2202
REED & ASSOCIATES, INC.



ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

1. No responsibility is assumed for the legal description or for matters including legal or title consideration. Title to the property is assumed to be good and merchantable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.
11. "Unless otherwise stated in this report, the existence of hazardous materials which may or may not be present on the property was not observed by the appraiser. No responsibility is assumed for any such conditions or any expertise or engineering knowledge required to discover them. The client is urged to retain an expert if desired."

This appraisal report has been made with the following general limiting conditions:

1. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
3. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations news, sales, or other media without the prior written consent and approval of the appraiser.
5. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

SUMMARY OF IMPORTANT CONCLUSIONS

Client: The Fayetteville Fire Department, c/o Assistant Fire Chief Harley Hunt – Fayetteville, Arkansas

Property Location: The subject property is located along the west side of North Crossover Road (AR. Hwy 265), Fayetteville, Arkansas; Washington County. The physical address is 822 North Crossover Road. The location is in the east part of Fayetteville.

Purpose Of The Appraisal: Market value estimate

Property Rights Appraised: Fee simple estate

Ownership Of The Appraised Property: City of Fayetteville, Arkansas.

Date Of Value Estimate: June 23, 2017

Description Of Site: The site contains approximately .92± acre of land area. The site is irregular in shape. Improved access onto the site is westerly from North Crossover Road in the northeast part of the site and northerly from a drive extending westerly from North Crossover Road in the southeast part of the site. The topography of the site is gently to moderately sloping. Utilities available to the subject site include electricity, natural gas, telephone service, public sewer and water, and cable T.V. The site is zoned RSF-4, Residential Single Family 4-units per acre. The majority of the site is cleared; however, shade trees and landscaping were noted. The site slopes moderately from east to west in the east part of the site and slopes gently from east to west in the west part of the site. The subject property is not located within a designated Flood Zone area. A Flood Zone Map appears in the Addenda.

Please see the Description of Site section, later in this report, for further details pertaining to the site.

Description Of Improvements: The subject site is improved with a Class “D” wood frame structure with frame and rock veneer exterior walls. There are also related site improvements. The structure is a one-level and contains a total of approximately 1,961± square feet (SF) of heated and cooled living area and a 786± square foot (SF) attached finished garage.

Please see the Description of Improvements section, later in this report, for further details pertaining to the improvements.

Highest And Best Use: In my opinion, the highest and best use of the subject property is for single-family residential utilization.

Final Value: \$162,000

The preceding market value estimate reflects terms equivalent to cash to the owner and represents that for real property only. No personal property has been included in this report.

The market value estimate is based upon the following Extraordinary Assumptions:

- 1. Subject and adjacent properties are in compliance with all applicable EPA regulations;**
- 2. Subject electrical, plumbing and HVAC systems are adequate and in working order;**
- 3. Subject will be utilized in compliance with current zoning regulations; the property is currently subject to a conditional use; however, the property is proposed to be marketed.**

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

Additional Assumptions and Limiting Conditions appear in the Introduction Section of this report.

The estimated exposure time for the subject property is one year, or less. This was determined from an analysis of market conditions and comparable sales.

QUALIFICATIONS OF BARBARA RHOADS

EDUCATION

May 1983: Southern Methodist University
Master of Science in Organizational Development
May 1982 Southern Methodist University
Bachelor of Science in Psychology
State Certified General Appraiser – CG2202

APPRAISAL SEMINARS

National Uniform Standards of Professional Appraisal Practice - Robinson Real Estate School – Houston, TX –August, 2002
National Uniform Standards of Professional Appraisal Practice – Appraisal Institute, North Texas Chapter, Dallas, TX – December, 2003
Business Practices and Ethics - Appraisal Institute, North Texas Chapter
Dallas, TX – December, 2003
Scope of Work: Expanding Your Range of Services – Appraisal Institute, Ozark Mountain Chapter, Bella Vista, AR – April, 2004
Introduction to Income Capitalization – Appraisal Institute, Tulsa, OK – June, 2004
Evaluating Residential Construction – Appraisal Institute, Ozark Mountain Chapter, Bentonville, AR – May 2005
National USPAP Update – Lowman & Co., St. Louis, MO – November 2005
Real Estate Appraisal Methods - Lowman & Co., Sadalia, MO – December 2005
Basic Income Capitalization – Appraisal Institute, Rogers, AR – January 2006
National USPAP Update – Appraisal Institute, Ozark Mountain Chapter, Joplin, MO. – November 2007
Market Analysis and Highest and Best Use – Appraisal Institute, Tulsa, OK – February 2008
National USPAP Update – Northwest Arkansas Appraisal Section – Fayetteville, AR – February 2010
Appraising Distressed Commercial Real Estate – Appraisal Institute, Rogers, AR – May 2010
Forecasting Revenue – Appraisal Institute, Rogers, AR – May 2010
Analyzing Rural Residential Outbuildings - Northwest Arkansas Appraisal Section – Fayetteville, AR – May 2010
The Lending World in Crisis – What Clients Need Their Appraisers to Know Today – Appraisal Institute, Ozark Mountain Chapter, Rogers, AR. – April 30, 2012
How to Handle Foreclosures and Short Sales, Oakcrest Appraisal Academy – Springdale, AR – May 2012
National USPAP Update – McKissock – Fayetteville, AR – May 2012
Introduction to Regression Analysis for Appraisers – McKissock – Fayetteville, AR – May 2012
REO and Short Sale Appraisal Guidelines – McKissock – Fayetteville, AR – May 2012
National USPAP Update – Appraisal Institute – Fayetteville, AR – March 2014
Residential Sales Comparison Approach (The Adjustment Process) – The Columbia Institute – Fayetteville – March 2014
Ten Deadly Mistakes Appraisers Make – NWA Appraisal Section – Bentonville – April 2014
Best Practices Best Appraisals – 2014 A Day with the Board – Little Rock, AR – May 2014
Evaluating Commercial Construction – Appraisal Institute – Bentonville, AR – April 2015
National USPAP Update – Appraisal Institute – Fayetteville, AR – January 2016
2016 “Day with Appraisers” – Little Rock, AR – May 2016
2017 “Day with Appraisers” – Little Rock, AR – May 2017

WORK EXPERIENCE

August 2002-Present – State Certified General Appraiser for REED & ASSOCIATES, INC.- Fayetteville, Arkansas
1983-1988-Human Resource Manager for Digital Equipment Corporation, Kansas City, Missouri
1981-1983-Training and Development Intern for Dresser Industries, Dallas, Texas

COLLEGE COURSES

Real Estate Principles; Principles of Real Estate Appraisal, Principles Real Estate Finance, Business Statistics; Management and Organizational Behavior.

PART II - FACTUAL DESCRIPTIONS

IDENTIFICATION OF THE PROPERTY

The subject property is located along the west side of North Crossover Road, Fayetteville, Arkansas; Washington County. The physical address is 833 North Crossover Road. The location is in the east part of Fayetteville.

The legal description appearing on the Warranty Deed pertaining to the subject property is as follows:

Lot Numbered Seven (7) in Block Numbered Three (3) of Eastwood Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Subject includes a 2,747± SF building structure and related site improvements situated on an approximately .92± acre site. Approximately 1,961± SF are heated and cooled area, approximately 786± SF are garage storage area. The subject property is utilized as offices for the Fayetteville Fire Prevention Bureau. The subject was previously utilized as a firehouse for the Fayetteville Fire Department.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the fee simple estate of the subject property as of the effective date of this report.

DEFINITION OF MARKET VALUE

Market Value is defined as follows:

“The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:”

- *Buyer and seller are typically motivated;*
- *Both parties are well informed or well advised, and acting in what they consider their best interests;*
- *A reasonable time is allowed for exposure in the open market;*
- *Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and;*
- *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹*

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 142.

INTENDED USE/USER OF REPORT

The intended use of this appraisal is to determine a marketing price for the subject property.

The intended user of this report is Assistant Fire Chief Harley Hunt of the Fayetteville Fire Department.

PROPERTY RIGHTS APPRAISED

In this appraisal, the fee simple estate of the subject property is addressed.

Fee simple estate is defined as follows:

*"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*²

SCOPE OF THE WORK

The scope of this appraisal involves the application of the "Valuation Process" in estimating the market value of the subject property.

The effective date of this report is June 23, 2017. Subject property was inspected in June 2017. Pertinent locational and physical data were obtained at the property inspection. Photographs of the property were taken by Barbara Rhoads on June 23, 2017, which is the date of the most recent inspection.

General data pertinent to the appraisal assignment was obtained from local sources. The land size is based on a Final Plat of Eastwood Subdivision. The building size is based on measurements taken by Barbara Rhoads during a previous (5/7/2013) property inspection. The legal description of the subject property was taken from a Warranty Deed pertaining to the subject property. Property tax data was researched through Washington County Assessment Records; however, it should be noted that subject is exempt from property tax. The history of the property was also researched through Washington County Assessment Records. The highest and best use of the property was projected based upon location, physical characteristics, past, present, and potential use, etc.

The Sales Comparison Approach to Value has been utilized in this report. The Cost Approach was not utilized, as this is not typically the basis upon which buy/sell decisions are being made in this market on properties of the subject's nature. Application of the Cost Approach to Value was not considered necessary to produce a credible opinion of value for the subject property. The Income Capitalization Approach was not utilized as single-family dwelling rentals are not

² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 90

typically the basis on which properties of the subject's nature are being purchased/sold in the Market Area. Application of the Income Capitalization Approach to Value was not considered necessary to produce credible appraisal results for the subject property. The Approaches to Value appear later in the report.

In the Land Value Section, comparable land sales were examined and analyzed for comparison purposes to the subject site to arrive at the estimated subject land value. The unit of comparison was price per SF of land area. The per SF value of the subject site was estimated from within the range of the adjusted comparables and was multiplied by the subject land size to arrive at the market value of the subject site as vacant.

In the Sales Comparison Approach, comparable improved residential properties were presented and analyzed. The improved residential sales were compared to subject based on a whole property unit of comparison. The comparables were adjusted for differences with respect to subject. The market value of subject improved property was estimated from within the adjusted range of the comparables.

The Sales Comparison Approach was relied upon for the final value estimate for the subject improved property.

OWNERSHIP OF THE APPRAISED PROPERTY

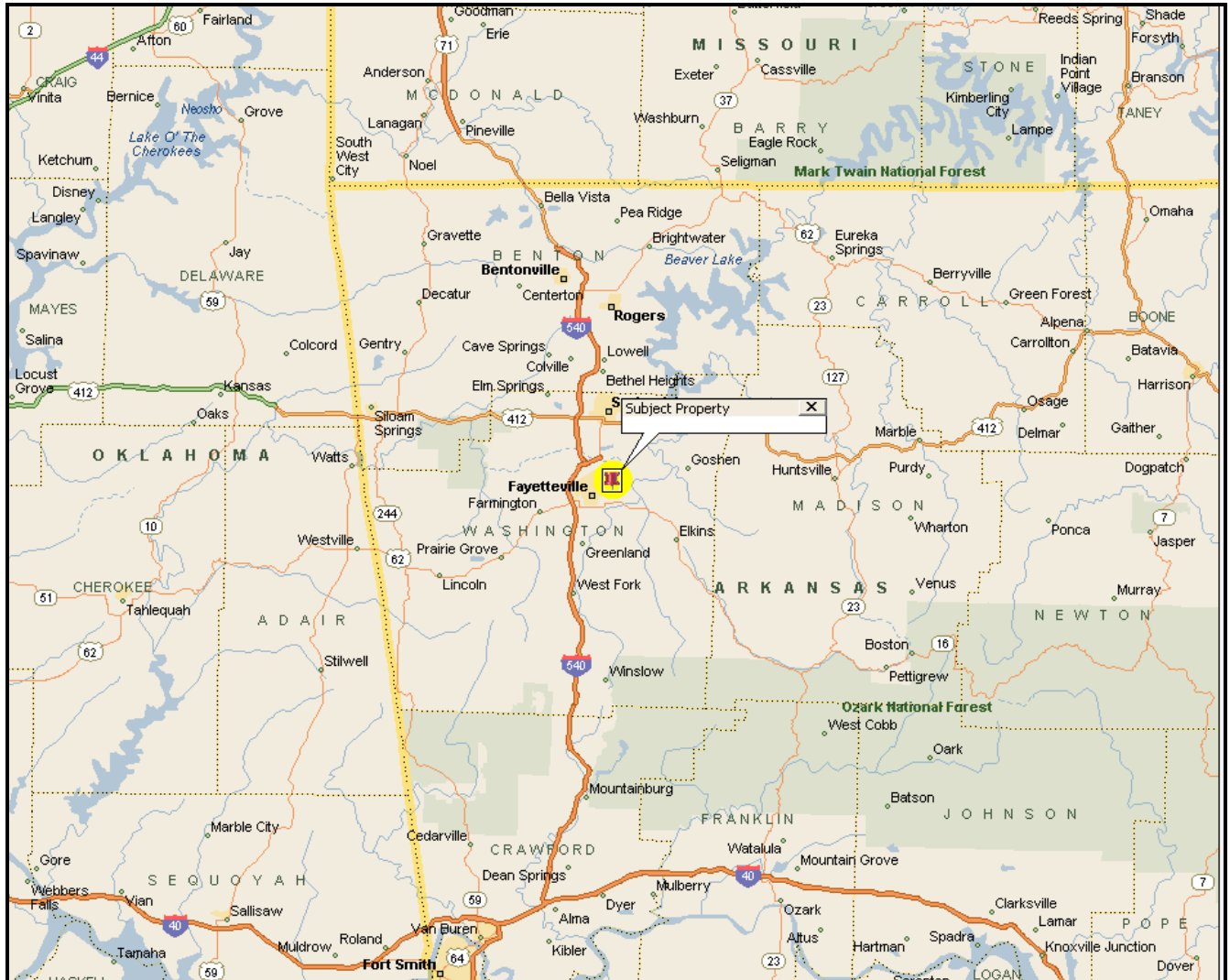
As of the effective date of this report, Assessment/Deed Records indicate the subject property to be under the ownership of the City of Fayetteville, Arkansas.

DATE OF THE APPRAISAL

The effective date of this report is June 23, 2017.

The date of this appraisal report is July 7, 2017.

REGIONAL MAP



AREA DATA

The Trade Area includes Washington and Benton Counties in Arkansas, as well as Madison County, Arkansas, and McDonald County, Missouri. The four counties are located in the extreme northwestern part of Arkansas and extreme southwestern part of Missouri, respectively, and make up the Fayetteville-Springdale-Rogers, AR Metropolitan Statistical Area (MSA). This area is bordered by the Oklahoma State line on the west, Newton County (Missouri) on the north, Carroll, Newton and Barry (Missouri) Counties on the east, and Crawford, Franklin and Johnson Counties on the south. The total land area of Benton County is indicated to be 847.36± square miles, Washington County 941.97± square miles, Madison County 834.26± square miles, and McDonald County 539.48± square miles. It should be noted that over 92.5%± of the population of the MSA is located in Washington and Benton Counties. As a result, this Area Data analysis primarily pertains to Washington and Benton Counties in Arkansas.

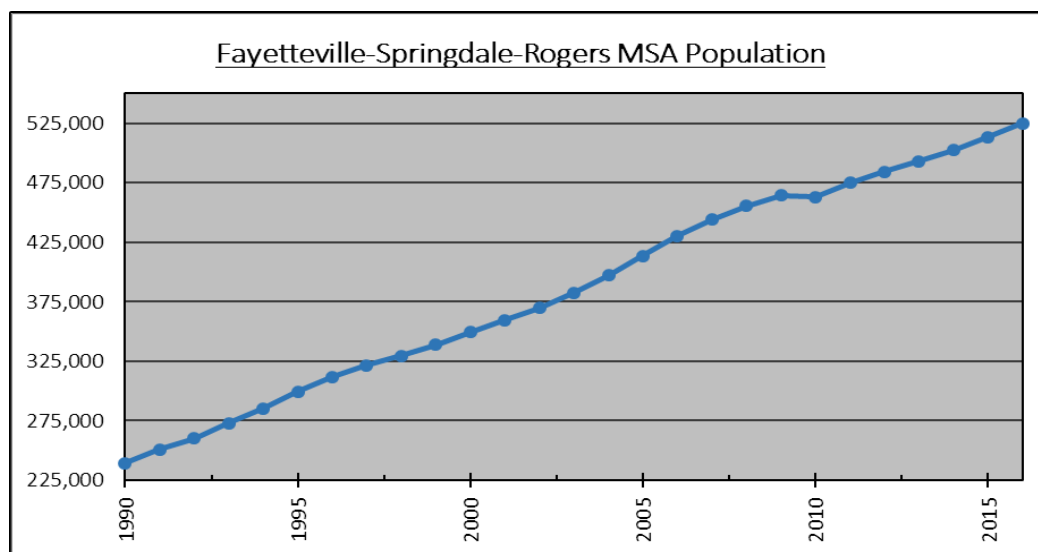
The value of real property reflects and is influenced by the interaction of basic forces that motivate human activity. These forces are divided into four major categories: Social trends; Economic circumstances; Governmental controls and regulations; and, Environmental conditions. These forces exert pressure on human activities and are also affected by these activities. The interaction of all the forces influences the value of every parcel of real estate in the market.

Social Forces: Social forces are exerted primarily through population characteristics. The demographic composition of the population reveals the potential, basic demand for real estate services.

Based on data released by the U.S. Census Bureau, the 2000 Census indicated populations for Benton and Washington Counties of 153,406 and 157,715, respectively; the total for the two counties was 311,121. The population of the two-county area as of 2010 was 424,404, with Benton County reflecting a total of 221,339 and Washington County a total of 203,065. The growth between 2000 and 2010 is indicated to be 36.4%±, or 3.64%± per year. The estimated 2016 populations of Benton and Washington Counties, based on State & County QuickFacts published by the U.S. Census Bureau, were 258,291± and 228,049±, respectively, or a total of 486,340±. The growth between 2010 and 2016 is estimated to be 14.6%±, or 2.43%± per year. The U.S. Census Bureau data reflected the population of the MSA as of 2010 to be 463,204. The estimated 2016 population of the MSA, based on State & County QuickFacts, was 525,032±; this reflects an estimated growth of 13.3%±, or 2.23%± per year, for the MSA between 2010 and 2016. The estimated 2015 population of the MSA was reported to be 513,449; this reflects a 2.3% growth in population between 2015 and 2016. According to the U.S. Census Bureau data, the Fayetteville-Springdale-Rogers MSA represents the 22nd fastest growing metropolitan area in the United States. The following is a summary of population data for Benton County, Washington County, and the Fayetteville-Springdale-Rogers MSA:

Location	2000	2010	2000-2010 % Increase	July 2016 Estimate	2010-2016 % Increase
Benton County	153,406	221,339	44.3%	258,291	16.7%
Washington County	157,715	203,065	28.8%	228,049	12.3%
F-S-R MSA	349,562	463,204	32.5%	525,032	13.3%

The following chart reflects the population trend in the Fayetteville-Springdale-Rogers MSA since 1990:



Source: U.S. Census

Within Benton County, there are a total of 18± incorporated towns and cities. Bentonville is the County Seat of Benton County. This city is located in the northern part of the county. Bentonville had a population of 19,730 in 2000, a 75.3%± increase since 1990. The 2010 population was indicated to be 35,301, a 78.9%± increase from 2000. The 2015± population estimate was indicated to be 44,449±. The growth between 2010 and 2015 (estimate) was indicated to be 26.1%±, or 4.35%± per year. Rogers is the largest city in Benton County, and is located to the south and east of Bentonville. Its 2000 population of 38,829 reflects a 57.2%± increase since 1990. The 2010 population was indicated to be 55,964, a 44.1%± increase from 2000. The 2015 population estimate was indicated to be 63,159±. The growth between 2010 and 2015 (estimate) was indicated to be 12.9%±, or 2.15%± per year. Siloam Springs, located on the Oklahoma line in the southwestern part of the county, is the third major city in Benton County. It grew from a population of 10,843 in 2000 to 15,039 in 2010, a 38.7%± increase. The 2015 population estimate was indicated to be 15,944±; this would reflect population growth of 6.0%± since 2010.

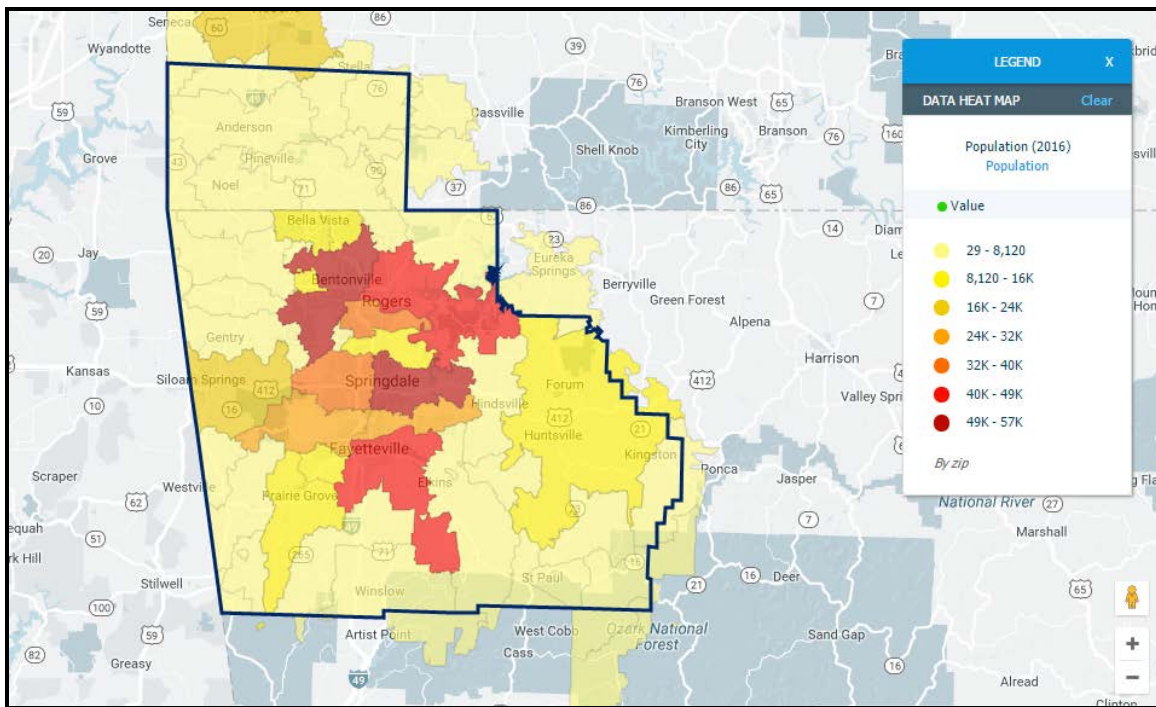
Some of the smaller cities and towns in Benton County include Gentry, Gravette, Pea Ridge, Lowell, Centerton, Decatur, Cave Springs, Bella Vista, etc. The City of Centerton is located west of Bentonville, and is considered a “bedroom” community. The 2000, 2010, and estimated 2015 populations of Centerton were reported to be 2,146, 9,515, and 11,193, respectively. This would indicate population growth of 343.4%± between 2000 and 2010, and 17.6%± between 2010 and 2015 (estimate). The City of Lowell is located in the southern part of Benton County,

just south of Rogers. The 2000, 2010, and estimated 2015 populations of Lowell were reported to be 5,013, 7,327, and 9,344, respectively. This would indicate population growth of 46.2%± between 2000 and 2010, and 27.5%± between 2010 and 2015 (estimate).

There are a total of 13± incorporated cities and towns within Washington County. Fayetteville is the County Seat of Washington County. This city is located in the north-central part of the county. Fayetteville had a population of 58,047 in 2000. This represented a 37.9%± increase since 1990. The 2010 population was indicated to be 73,580, an increase of 26.8%± from 2000. The 2015 population estimate was indicated to be 82,830±. The growth between 2010 and 2015 (estimate) was indicated to be 12.6%±, or 2.1%± per year. Fayetteville is also the largest city in Washington County. Springdale is the second largest city in Washington County, and is located north of Fayetteville. The northern part of Springdale actually extends into Benton County. Springdale had a population of 45,798 in 2000. This represented a 53.0%± increase since 1990. The 2010 population was indicated to be 69,797, an increase of 52.4%± from 2000. The 2015 population estimate was indicated to be 77,859±. The growth between 2010 and 2015 (estimate) was indicated to be 11.6%±, or 1.9%± per year.

Some of the smaller cities in Washington County include Prairie Grove, Lincoln, Farmington, West Fork, Johnson, Elm Springs, etc. A small part of Elm Springs is also located in Benton County.

The following illustration displays the estimated 2016 population concentrations in the Fayetteville-Springdale-Rogers MSA:



Source: Northwest Arkansas Council

The following table reflects population changes for the major cities in the Fayetteville-Springdale-Rogers MSA since 2000:

City	2000	2005	2000-2005 %Increase	2010	2005-2010 %Increase	July 2015 Estimate	2010-2015 %Increase
Fayetteville	58,047	66,656	14.8%	73,580	10.4%	82,830	12.6%
Springdale	45,798	62,459	36.4%	69,797	11.7%	77,859	11.6%
Rogers	38,829	48,353	24.5%	55,954	15.7%	63,159	12.9%
Bentonville	19,730	29,530	49.7%	35,301	19.5%	44,499	26.1%
Lowell	5,013	7,042	40.5%	7,327	4.0%	8,549	16.7%
Centerton	2,146	5,477	155.2%	9,515	73.7%	12,023	26.4%
Siloam Springs	10,843	13,604	25.5%	15,039	10.5%	16,081	6.9%

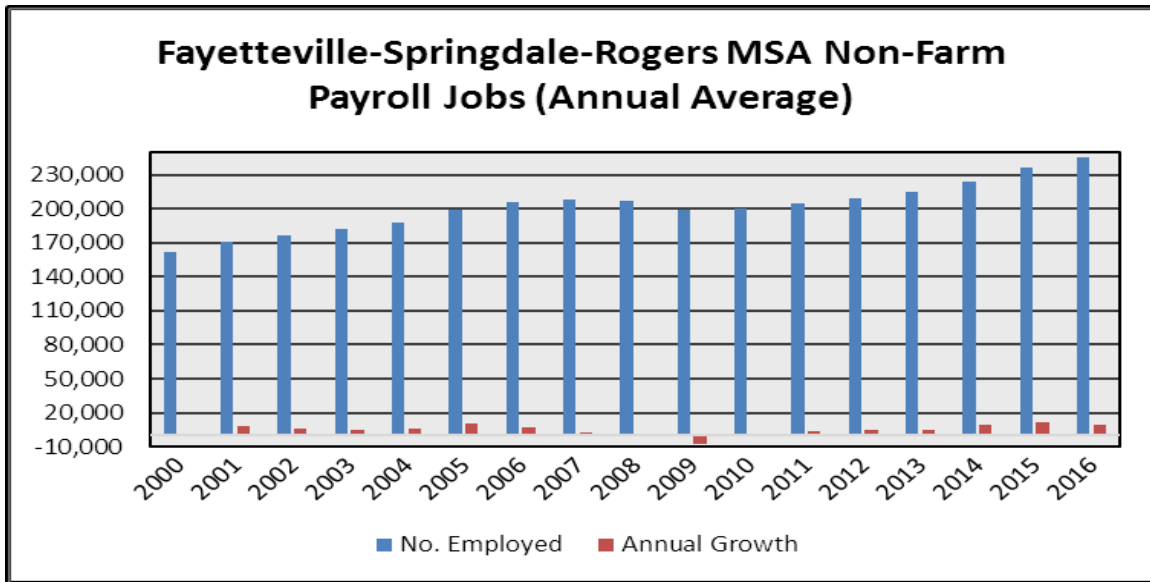
Source: U.S. Census

As previously indicated, the Fayetteville-Springdale-Rogers MSA is reported to be the 22nd fastest growing MSA in the county. Population growth in the Benton-Washington County area is considered to be moderately to rapidly increasing. This trend is expected to continue for the foreseeable future. The major cities in Benton County have typically experienced higher population growth rates than the major cities in Washington County. It should be noted that the rate of growth has declined from what appears to have been the peak period in the early/mid 2000-2010± time period. The rate of population growth declined during the mid/late 2000-2010± time period; however, still continued to increase at a moderate pace. The declining population growth rate was likely the result of the recent “Great Recession”. Oversupply issues in the real estate market that became highly visible in the mid part of the past decade, as well as deterioration in overall economic conditions, had an adverse impact on population growth. The country officially went into a recession in December 2007. The recession officially ended in June 2009; however, consumer sentiment did not necessarily support this. Economic conditions have improved since 2010±, and the real estate market has followed with significant improvement since 2012±.

Social forces, particularly area population growth, are considered to have a positive effect on real property values in Benton and Washington Counties.

Economic Forces: Economic forces are also significant to real property values. It is necessary to analyze the fundamental relationships between current and anticipated supply and demand and the economic ability of the population to satisfy its wants, needs, and demands through its purchasing power.

The following chart represents Non-Farm Employment Growth (not seasonally adjusted) for the Fayetteville-Springdale-Rogers MSA since 2000:



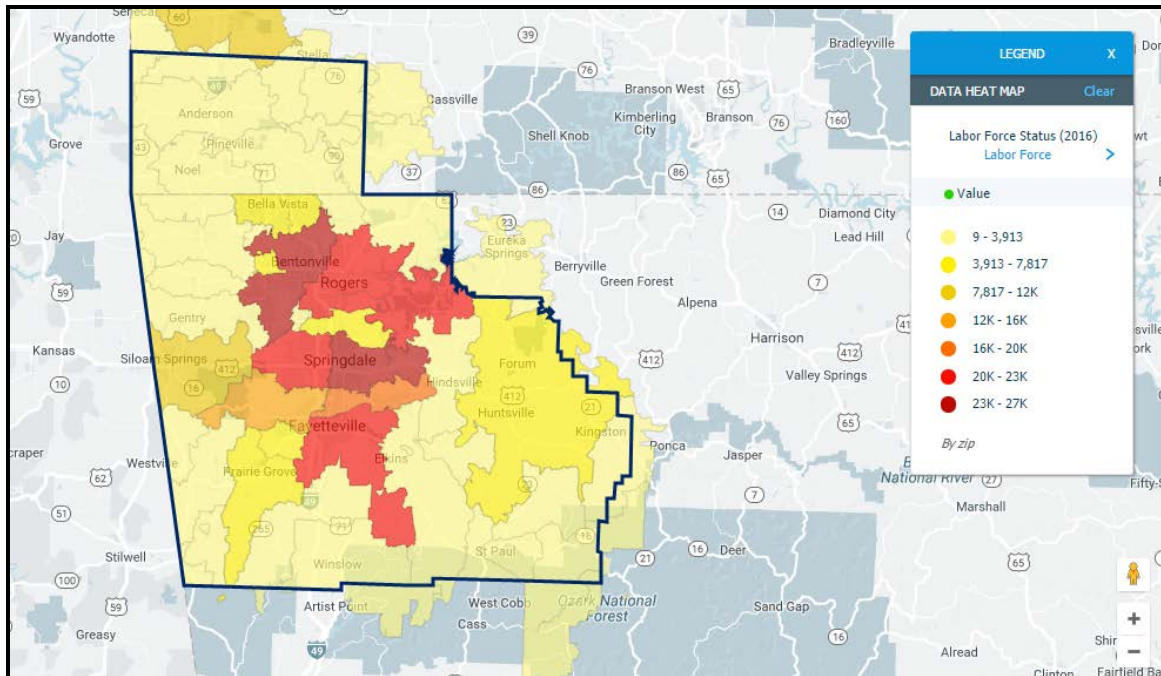
Source: United States Department of Labor- Bureau of Labor Statistics

As previously indicated, the country was officially in a recession between December 2007 and June 2009. This recession, referred to as the “Great Recession”, lasted 18 months. The previous longest recorded recessions since the Great Depression, the 1973-75 recession and the 1981-82 recession, each lasted 16 months. The Great Depression lasted 43 months. The recessions in 1991 and 2001 each lasted 8 months.

The recession obviously impacted the rate of job growth in the Fayetteville-Springdale-Rogers MSA. While the United States experienced negative year-on-year non-farm employment growth through all of 2008, the Fayetteville-Springdale-Rogers MSA remained positive through the first half of the year. However, non-farm employment numbers (year-on-year) turned negative in the MSA in mid-2008±, and remained negative throughout 2009. The unemployment rate in the Fayetteville-Springdale-Rogers MSA peaked in 2010, with an annual average of 6.5%. In May 2010, non-farm employment numbers (year-on-year) turned positive and have remained positive through the latest recorded data researched, which was February 2017. Non-farm employment numbers in February 2017 are approximately 17-18%± greater than in February 2007 and 2008.

The civilian labor force in Benton County averaged 120,331 for the year 2015. Washington County averaged 114,790 for the same time period. The civilian labor force for January 2017 was reported at 124,864 for Benton County and 117,981 for Washington County. In 2015, Benton County's unemployment rate averaged 3.9%, while Washington County's rate averaged 3.6%. The February 2017 unemployment rates for Benton and Washington Counties were indicated to be 3.2% and 2.8%, respectively. The February 2017 unemployment rates for the United States, State of Arkansas, and the Fayetteville-Springdale-Rogers MSA were 4.7%, 4.3%, and 3.1%, respectively. All of the preceding rates represent non-seasonally adjusted rates.

The following illustration displays the estimated 2016 labor force concentrations in the Fayetteville-Springdale-Rogers MSA:



Source: Northwest Arkansas Council

The Northwest Arkansas Area has been recognized by national publications, economists, and researchers for its economy, businesses, and quality of life. The following reflects several recent recognitions:

- U.S. News and World Report ranked Northwest Arkansas 5th nationally on its 2017 ranking of the “Best Places to Live” list (ranked 3rd in 2016);
- The Milken Institute, which published a new report in December 2016, put the Fayetteville-Springdale-Rogers Metropolitan Statistical Area's economy at No. 30 among 200 large metropolitan areas; the region was especially strong in job and wage growth, while its weaknesses were mostly related to growth in high-tech components;
- U.S. News and World Report ranked Northwest Arkansas 1st nationally in its May 2016 ranking of the “20 Best Affordable Places to Live”;
- Forbes ranked Northwest Arkansas at No. 2 on its list of Best Midsize Cities for Jobs in May 2016; midsize cities were classified by having 150,000 to 450,000 nonfarm jobs in their metropolitan area;
- Forbes and NewGeography.com ranked Northwest Arkansas at No. 3 among the nation's medium-sized cities for white-collar job growth in July 2016; the region ranked 16th among all U.S. metropolitan statistical areas;
- In March 2016, Fast Company and Nerd Wallet ranked Northwest Arkansas 2nd nationally on its list of “Best Places for Minority-Owned Businesses”;
- Lonely Planet, the world's largest publisher of travel-related books and guides, in February 2016 ranked Northwest Arkansas at No. 7 on its list of "Best in the U.S.”;
- Researchers at Chapman University's Center for Demographics and Policy in California determined in a report that Northwest Arkansas ranked No. 1 in the nation in family friendliness; the report, called “Building Cities for People” and made public in January

2016, measured metropolitan areas in categories such as commute times, housing costs, income, and migration;

- Forbes ranked Northwest Arkansas at No. 24 on its list of “Best Places for Business and Careers” in 2016; criteria included labor supply, quality of life, college attainment, crime statistics, local college quality, and cultural and recreational opportunities; the same report ranked Northwest Arkansas No. 11 in job growth;
- Money Magazine included Northwest Arkansas on its 2015 list of the “25 Best Places to Retire”; this was primarily based on the wealth of year-round outdoor outlets Northwest Arkansas provides;
- New Geography placed Northwest Arkansas 10th on its list of “Best Cities for Job Growth” in 2014; this was for medium sized cities and the rankings were based on recent growth trends, mid-term growth and long-term growth, momentum, and current year growth.

The Fayetteville-Springdale-Rogers MSA economy, according to a report delivered to the U.S. Conference of Mayors in 2014, grew 3.8% in 2013. It is projected to grow at 4.2% annually between 2013-20, making it one of the top MSA’s in the nation. The regions gross metropolitan product ranked 3rd for the 2013-20 projection. Northwest Arkansas is No. 7 among 18 regions that will see the most economic growth in 2016, according to research by the U.S. Conference of Mayors in June 2015.

U.S. Census data reflect the following income figures for the Benton-Washington County area:

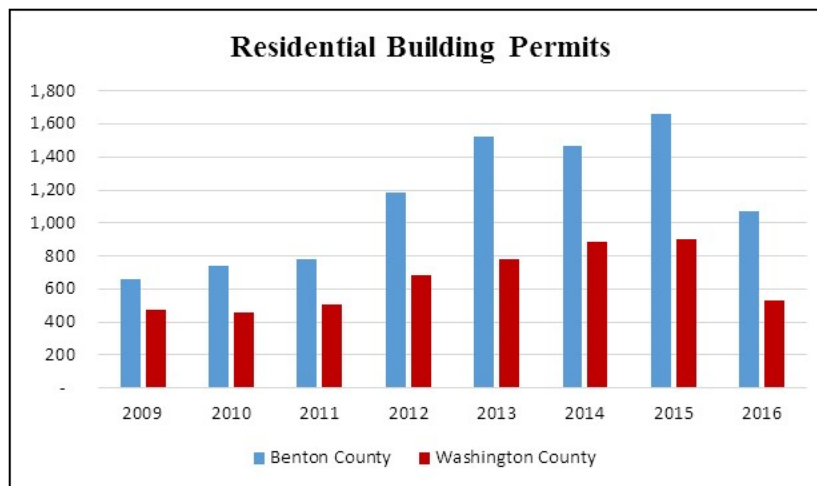
Benton County			
	2010	2015	Change
Median Household Income	\$54,592	\$56,239	3.0%
Per Capita Income	\$24,912	\$27,934	12.1%

Washington County			
	2010	2015	Change
Median Household Income	\$45,544	\$43,524	-4.4%
Per Capita Income	\$21,840	\$24,638	13.6%

The single-family residential sector of the Northwest Arkansas real estate market appears to have fully rebounded from the recent “Great Recession.” Population growth and non-farm employment growth are strong in Washington and Benton Counties. This has resulted in increased overall demand for residential housing. As of the Second Quarter of 2016, Benton County totaled approximately 4,907 empty, single-family and duplex lots with Final Plat filed and/or receiving final approval. The total for Washington County was approximately 3,902. Based on lot sales to end users in the 2nd Quarter 2016 in the two-county area, the total empty lot supply could constitute near a 3.5± year inventory. Housing starts and residential construction activity in both Benton and Washington Counties have increased significantly since 2011. Interest rates remain low, which is a positive for the housing market. Rates are expected to slowly move upward in the near future. However, rates are still projected to remain in an affordable range. This, along with continued improvement in non-farm employment, should sustain the downward movement in the number of empty residential lots in the two-county area.

In Benton County, Multiple Listing Service (MLS) data reflects the median home price for the First Quarter of 2016 to be \$164,000, as compared to \$185,000 for the First Quarter of 2017. This indicates a 12.8% increase. In Washington County, the median home price for the First Quarter of 2016 was indicated by MLS data to be \$160,000. This compares to \$172,250 for the First Quarter of 2017. The increase calculates to 7.7%.

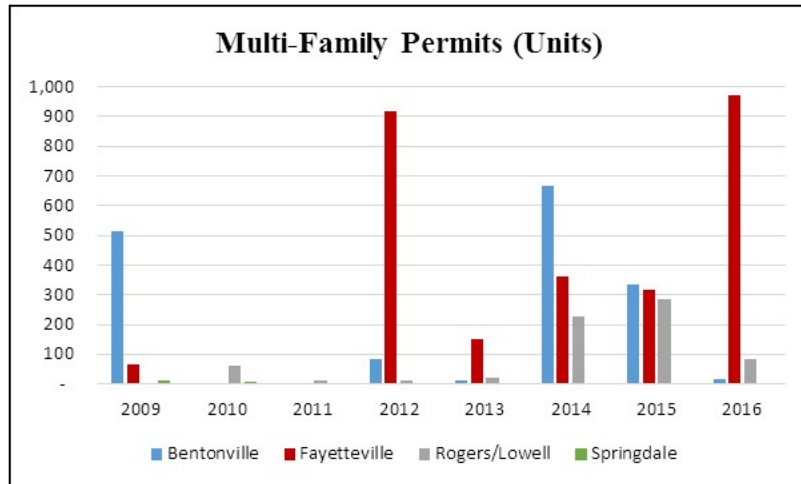
New construction of single-family residential dwellings has occurred at a rapid pace in recent years. The number of residential building permits for Benton and Washington Counties is displayed in the following exhibit:



Source: Streetsmart Residential Market Insight Report

It should be noted that the data presented for 2016 in the preceding exhibit is only for the first half of 2016.

The multi-family residential sector of the real estate market in Benton and Washington Counties was the first sector to rebound from the recent “Great Recession”. In the multi-family sector, the two-county area indicated an overall vacancy rate of 1.45% in the Third Quarter of 2016. The Fayetteville multi-family market has a good history of strength, due to the University of Arkansas, and reflected a Third Quarter 2016 vacancy rate of 1.37%. The Rogers/Lowell, Bentonville, Siloam Springs, and Springdale multi-family markets also appear to be healthy with vacancy rates of 1.22%, 1.28%, 1.24%, and 2.00%, respectively. The multi-family residential sector has maintained low vacancy rates despite adding a significant number of new units in recent years. The majority of the new units constructed in recent years are located in Fayetteville. The Bentonville and Rogers/Lowell markets have also experienced substantial construction of new units, while Springdale has experienced very little new construction since the 2009-2010± time period. The number of multi-family building permits by units for Bentonville, Fayetteville, Rogers/Lowell, and Springdale is displayed in the following exhibit:



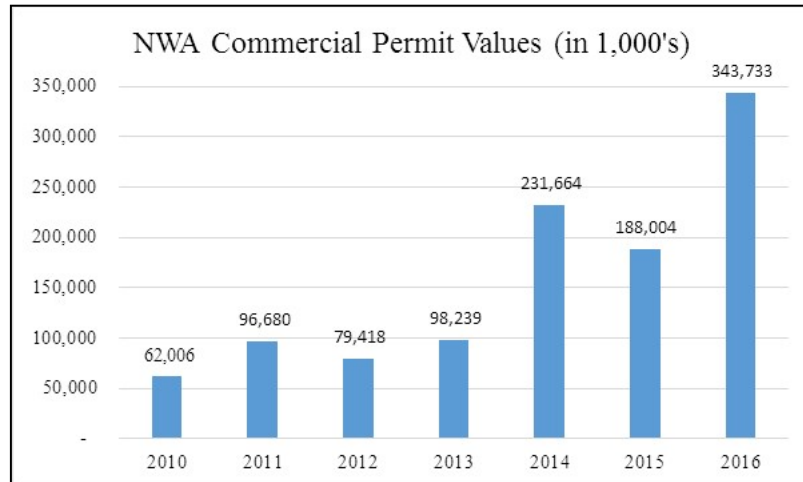
Source: Streetsmart Multi-Family Market Insight Report

It should be noted that the most recent *Streetsmart* report indicates that approximately 2,579± units in the Northwest Arkansas market are currently in the pipeline. This includes units very recently completed, under construction, or approved by planning commission with no building permits currently issued.

With respect to the commercial sector of the real estate market in Benton and Washington Counties, the overall vacancy rate for Class “A” and “B” professional office space for the First/Second Quarter of 2016 was indicated to be 12.46%. The vacancy rate for Class “A” space alone was reported at 12.7%. These rates are for investment grade, non-owner occupied space. Obviously, job creation is critical to the absorption of office space. It should be noted that the overall professional office vacancy rate was thought to have peaked in mid/late 2010, with vacancy slowly decreasing since that time. The overall vacancy rate for retail space has also slowly declined since 2010, and was indicated to be 8.38% (Class “A” and “B” combined) in the First/Second Quarter of 2016. This, too, is for investment grade, non-owner occupied space. It should be noted that the reported vacancy rate for Class “A” retail space in the First/Second Quarter of 2016 was 6.6%.

Sales and leasing activity in the commercial sector began to significantly improve in mid-2013, and are currently considered to be at healthy levels. Commercial development land must also be considered. There remains a considerable amount of potential commercial development land in the two-county area; however, absorption is occurring as prime development land has been purchased in recent years for new development. A significant amount of construction activity has recently been completed, is on-going, and is planned in the Northwest Arkansas Area. New development projects include: Class “A” professional office buildings; strip, neighborhood, and community shopping centers; convenience stores; quick-service and full-service restaurants; hotels/motels, special-purpose properties; etc.

The dollar values (in 1,000’s) of commercial building permits in Northwest Arkansas are presented in the following exhibit:



Source: *The Skyline Report – 2nd Half 2016 Commercial Real Estate Market Summary*

With respect to hotels/motels/restaurants, the following increases/decreases in tax receipts collected between Quarter Two 2015 and Quarter Two 2016 were indicated:

Bentonville	+5.9%±
Fayetteville	+8.6%±
Rogers	-0.98%±
Springdale	+3.6%±

Springdale and Rogers do not collect restaurant tax receipts.

The economic base of the region consists of four basic areas: **First**, agricultural production with the primary commodities being beef cattle, dairy cattle, and poultry. The general offices of Tyson Foods, Inc., the largest poultry processor in the world, are located in Springdale in Washington County. Benton and Washington Counties have a considerable amount of rural acreage and, therefore, it would stand to reason that agriculture would be important to the area. There is also some cropland in the area, primarily green bean and orchard production (grapes). According to the USDA, Benton and Washington counties had total agricultural sales in 2012 of \$529,128,000 and 443,025,000, respectively. **Second**, influence from the University of Arkansas located in Fayetteville. Total enrollment for Fall 2016 at the University was 27,065, an increase of 3.2% since Fall 2013. A second public academic institution, the Northwest Arkansas Community College, is located in Bentonville. Fall 2016 enrollment for the school was indicated to be 7,761, a slight increase from Fall 2015. In addition to the main campus, the NWACC also has branch campuses located in Springdale, Rogers, and Farmington. A Washington County Campus is proposed in the southwest part of Springdale. Construction of the facility should begin in the near future. **Third**, recreational usage primarily in the northeast part of Washington County, and the southeast, east, and northeast parts of Benton County. This recreational usage is primarily provided by Beaver Lake, a Corps of Engineers Reservoir on the White River. Beaver Lake affords typical fresh water sports such as boating, fishing, skiing, swimming, etc. Each of the major cities in the two-county area also has recreational amenities. It should be noted that Arvest Baseball Park opened in the Spring of 2008 in the southwest part of Springdale. This baseball park is the home of the Northwest Arkansas Naturals (Minor League AA Affiliate of the Kansas City Royals). The location is at the southwest corner of Watkins Avenue and 56th Street,

just west of I- 49. **Fourth**, the large number of manufacturing businesses and industries located within the two counties. The general offices of Wal-Mart, Inc., the world’s largest retailer, are located in Bentonville. Wal-Mart has had a tremendous impact on the area, particularly Benton County. The general offices of J.B. Hunt, Inc., a major trucking company, are located in Lowell. As previously indicated, the general offices of Tyson Foods, Inc., the world’s largest poultry processor, are located in Springdale. Wal-Mart, J.B. Hunt, and Tyson Foods are each Fortune 500 Companies. The presence of these companies drives demand for attorneys, accountants, architects, hotels, restaurants, retailers, etc. Most of the major industries are located in the larger cities in the counties. According to the 2012 Economic Census, total value of shipments by manufacturers in Arkansas was \$67,213,000. According to State & County QuickFacts, total value of shipments by manufacturers in Washington County in 2012 was \$3,487,047. Retail sales estimates for Benton and Washington Counties for 2012, based on State & County QuickFacts, were \$2,905,967 and \$2,925,758, respectively.

The following table represents major employers in the MSA (as of 2016)

Employer	# of Employees±	Sector/Product	Main Location
Wal-Mart Stores (Home Office, DC’s & Stores)	28,000+	Retail	Bentonville
Tyson Foods	12,000+	Protein Processing/Marketing	Springdale
University of Arkansas	4,000+	Education	Fayetteville
Simmons Foods, Inc.	3,900+	Poultry Processing	Siloam Springs
J.B. Hunt Transport Services	2,600+	Transportation	Lowell
Washington Regional	2,750+	Health	Fayetteville
George’s Inc.	2,500+	Poultry	Springdale
Northwest Health Systems	1,900+	Health	Bentonville/Springdale
Mercy Health Systems	1,500+	Health	Multiple
Arvest Bank	1,500+	Finance	Bentonville

Source: Employers; Local Chambers of Commerce, M.B.A. Today

In addition, Northwest Arkansas is the home of several satellite offices of Fortune 500 companies supplying products to Wal-Mart Stores, Inc. These Fortune 500 companies with a presence in Northwest Arkansas include:

IBM, Coca-Cola, Proctor & Gamble, Pfizer, Gillette, Mattel, Hershey, Sara Lee, Kimberly Clark, Heinz, Colgate, Clorox, Ball Corp., Disney, General Mills, Kellogg, Hormel, Newell Rubbermaid, Johnson & Johnson, Pepsico, Philip Morris, etc.

Construction of the Crystal Bridges Museum of American Art in Bentonville has been a plus for the Northwest Arkansas economy, particularly the City of Bentonville. This museum opened in November 2011, and was a project of the Walton family. Crystal Bridges is located near the Central Business District of Bentonville, and, along with the “Downtown Bentonville” program, has been instrumental in the revitalization of the Central Business District. Near 3,000,000± people total have visited Crystal Bridges Museum since its opening. The “Scott Family Amazeum” opened in mid-2015±, just to the east of Crystal Bridges. The “Amazeum” is a hands-on, interactive museum for children and families with a foundation in the arts and sciences.

There are many financial institutions in Benton and Washington Counties. These institutions have typically provided an adequate supply of funds for residential, commercial, industrial, and agricultural growth. It should be noted that credit conditions tightened in 2008 as financial institutions dealt with problem real estate loans, and deteriorating economic conditions. The Federal Government infused funds into the financial market in an attempt to provide liquidity and ease credit. The major financial institutions in the area are located in Bentonville, Fayetteville, Rogers, Siloam Springs, and Springdale, with smaller banks and branches situated in many of the smaller communities. Currently, interest rates on long-term (15-30 years) residential first mortgages are typically in the 3.25% - 4.00% range. Interest rates on commercial mortgages are typically in the 4.00% to 6.00% range. The amortization period may be 15 to 25 years; however, the interest rate is likely to be fixed for only a 5 to 10 year period. Interest rates have begun to increase slightly due, in part, to Federal Reserve policy; however remain in an affordable range. Federal Deposit Insurance Corporation (FDIC) data indicate there are a total of 40 financial institutions in the Fayetteville-Springdale-Rogers MSA. Deposits as of Q4 2016 totaled \$9,610,000± based on the FDIC data.

Real estate development in the area has primarily been centered in the major cities, and in smaller communities such as Centerton, Farmington, Lowell, and Prairie Grove. However, rural development is also occurring with small acreage homesites visible throughout the two counties.

Economic conditions are continuing to improve in the two-county area. The local economy has rebounded from the recent “Great Recession.” A plus for the area has been continued year over year increases in non-farm employment numbers. Continued growth in non-farm employment is crucial to the health of the Northwest Arkansas real estate market. The long-term outlook is that economic forces will have a positive effect on real property values in Benton and Washington Counties.

Governmental Forces: Governmental, political, and legal actions at all levels have a great impact on property values.

The county seats of Benton and Washington Counties, as previously discussed, are Bentonville and Fayetteville, respectively. These two cities are some 20± minutes apart via I-49.

County government in each county is under the direction of the County Judge and Quorum Court. Other elected county officials include the County Clerk, Circuit Clerk, Collector, Assessor, Treasurer, Sheriff, Coroner, etc.

Property taxes in Arkansas are collected at the county level and distributed to the counties, cities, and school districts. In Arkansas, all real property, except agricultural land, is to be appraised at market value. Agricultural land is valued based upon soil class productivity. The appraised value is multiplied by a 20% assessment ratio to arrive at the assessed value. The assessed value is then multiplied by the appropriate millage rate to arrive at the annual property tax. However, in 2001, a tax relief act was passed in Arkansas, which limits the annual increase in property tax from the base year. A new term was created, called Taxable Value. Taxable Value is now multiplied by the applicable millage rate to arrive at the annual real estate tax. The annual property tax is due by October 15th in the year after it is levied. Individual property taxes in Benton and Washington Counties have generally increased over the last several years due to

continuing reappraisal; however, it should be noted that both Benton and Washington Counties made adjustments in real estate appraised values for property tax purposes due to the recent “Great Recession.”

Benton County does not have county zoning at the present time. Washington County, however, passed an ordinance introducing zoning regulations to unincorporated parts of the county. This zoning ordinance became effective in December of 2007. This zoning is enforced by the Washington County Planning Board. The major cities in the area also have zoning regulations. There are no adverse legislative restrictions on the use and development of real property in the area. However, it should be noted that some of the cities in Benton and Washington Counties have established Overlay Districts which place limitations on development of lands within the established districts.

Benton and Washington Counties are considered to have adequate medical, school, lodging, and religious facilities to service the Trade Area.

In August 2015, Arkansas Children’s, Inc. announced plans to build a freestanding children’s hospital in Springdale, Arkansas. Construction of the new facility is proposed to be complete by January 2018. The building is to include 233,613± square feet of inpatient beds, emergency care, diagnostic service, and clinical space. The building will also include a helipad. The hospital will employ over 250 employees.

The following table reflects area schools’ enrollments for the previous years:

Area School Enrollment	Fall 2013	Fall 2014	Fall 2015	Fall 2016
Fayetteville Public Schools	9,421	9,503	9,652	9,863
Springdale Public Schools	20,547	21,120	21,260	21,554
Rogers Public Schools	14,757	15,027	15,077	15,419
Bentonville Public Schools	15,114	15,497	16,060	16,610
University of Arkansas – Fayetteville	24,537	26,237	26,754	27,194
Northwest Arkansas Community College Rogers/Bentonville	8,020	8,098	7,962	7,973
John Brown University – Siloam Springs	2,183	2,850	2,126	2,126

Source: Schools’ Administration Offices

There are also private church schools in operation in the two-county area, as well as charter schools. There are a total of five charter schools in Benton and Washington Counties, with additional schools planned. Fall 2016 enrollment at the area charter schools was reported at 2,161.

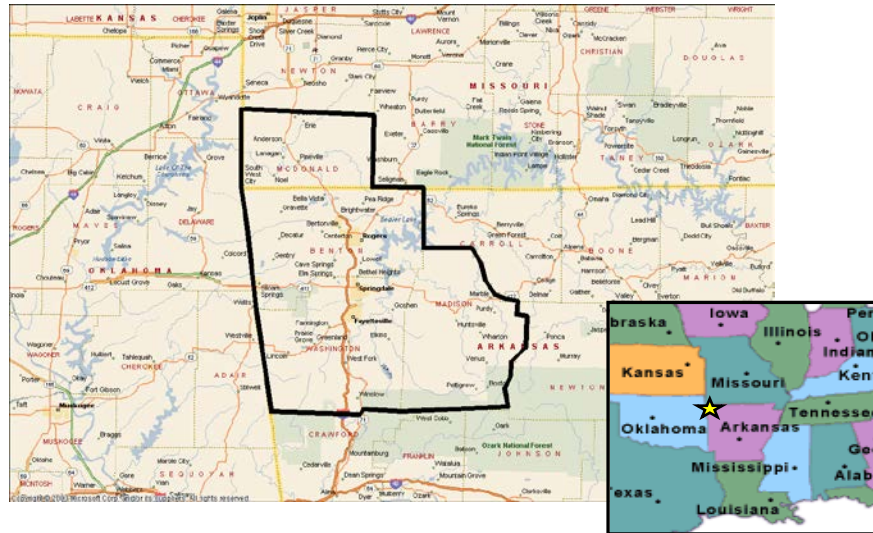
Utilities available in the rural areas of Benton and Washington Counties include electricity and telephone service. Natural gas and rural water are also available in many areas. Public water and sewer are available in the major cities, as well as in most of the smaller communities.

Overall, governmental forces in the area provide a positive effect on real property values in Benton and Washington Counties. Lack of public water and sewer in certain areas is a drawback. However, the Two Ton Water Project and Benton-Washington County Water Authorities have addressed much of the rural water needs in the two-county area.

Environmental Forces: Both natural and man-made environmental forces influence real property values. Environmental forces include climatic conditions, topography and soil, natural barriers to future development, primary transportation systems, and the nature and desirability of the immediate area surrounding a property.

The two-county area has relatively warm summers and mild winters. High temperatures in summer are often accompanied by high humidity. The average daily temperature is about 57 degrees. Each year there are about $58\pm$ days when temperatures go above 90 degrees and typically only a few days when temperatures drop to freezing or below; however, the past few years have seen cold extremes where the temperature has dropped below freezing on several days. The area has an average of 4 to $5\pm$ inches of snow annually, although there have been recent years where this has been exceeded. Rainfall averages around $45\pm$ inches annually.

The following map illustrates the relationship between the cities and counties of the MSA (the four-county MSA is outlined in black):



The area is part of the Ozark Highlands. In Benton County, topography ranges from broad plains and rolling hills in the western and central parts to rocky, rough, steeper hills in the east. Much of the eastern one-third of the county is covered by Beaver Reservoir. The elevation increases from west to east and ranges from $1,000\pm$ to $1,700\pm$ feet above sea level. The elevation of Washington County also varies from $1,000\pm$ to $1,700\pm$ feet. In general, the topography of Washington County is rough along the western, eastern, southern, and northwestern boundaries. Extending through the heart of the county, from the Oklahoma line to the City of Springdale, is a plateau-like area consisting of rolling, reasonably level land. The City of Fayetteville, located in the edge of the Boston Mountain Range, is quite hilly. Soil and subsoil conditions within the two counties range from fair to good for agricultural purposes.

There are natural barriers to real property development in the area. These consist primarily of mountainous regions, rivers, etc. However, many of these barriers have a positive effect on agricultural usage.

The primary transportation routes in the two counties are I-49 and U.S. Highway 71B (north-south), and U.S. Highway 412 (east-west). From Fayetteville north to Bella Vista, I-49 provides divided highway access. South from Fayetteville, I-49 provides divided highway access to Interstate 40 at Alma. U.S. Highway 71 south from Fayetteville was made a Scenic Byway in 1998. Divided highway access is now available from the region to Fort Smith to the south via I-49/40, and to Little Rock to the southeast via I-49/40. Also, U.S. Highway 412 provides divided highway access from Tontitown westerly to Siloam Springs near the Oklahoma State Line. Divided highway access is available westerly from the region to Tulsa, Oklahoma via U.S. 412 to the Cherokee Turnpike. U.S. Highway 71B, I-49, and U.S. Highway 412 are each heavily traveled traffic arteries. U.S. Highway 71B traverses Fayetteville, Springdale, Lowell, Rogers, Bentonville, and Bella Vista. U.S. Highway 412 traverses Springdale, Tontitown, and Siloam Springs. Construction on a divided highway phase of U.S. Highway 412 east of Springdale to near Hindsville was completed in 2001. Construction of an extension of the U.S. Highway 412 divided highway to near Huntsville was completed in 2014. U.S. Highway 62 and State Highway 16 in Washington County also provide east-west access, as do State Highways 12, 102, and 264 in Benton County. In addition, there are other state highways as well as county roads providing adequate access throughout the area. There is a significant number of secondary roadways traversing the Northwest Arkansas Area. New major highway construction in the two-county area includes the Bella Vista Bypass and the northern Springdale Bypass. With respect to the northern Springdale Bypass, the segment of the highway west of I-49 (between I-49 & U.S. 412) will be constructed prior to the segment east of I-49. Construction of the west segment of the Northern Bypass began in 2015. Part of the Bella Vista Bypass has recently been completed; however, additional phases remain. The timing of completion is uncertain at the present time. The State of Missouri has not announced the proposed construction timing/schedule for their part of the Bella Vista Bypass. It should be noted that construction of additional lanes to I-49 in Benton and Washington Counties is being completed in phases. Some sections of the widening project have already been completed, while some sections are currently being completed. Certain sections are also proposed to be widened in the near future. Finally, several of the cities in the region are in the process of improving/constructing new transportation routes within their municipalities. It should be noted that a new Interchange opened in 2014 along I-49 in Springdale. The location is at I-49/Don Tyson Parkway in the southwest part of Springdale, and has improved access from I-49, via Don Tyson parkway, to the Tyson Foods, Inc. General Offices. Another Interchange along I-49 is proposed in Bentonville. The location is at I-49/SE 8th Street in the east part of Bentonville. This will allow good access from I-49, via 8th Street, to the Wal-Mart Stores, Inc. General Offices.

The Northwest Arkansas Regional Airport (XNA), which opened in November 1998, is located near the small community of Highfill in the northwest part of the region. Total construction cost was estimated near \$109± million. Some 2,185± acres were involved. There are two runways, both 8,800± feet in length by 150± feet in width. There is also a 75' x 8,800± taxiway. The terminal building was indicated initially near 69,000± square feet in size; however, has been expanded adding a new terminal. The new terminal reportedly cost \$20-25 million, and allowed parking space for twelve additional planes. The addition reportedly added 51,000± square feet of building area. Direct flights are now available to many of the major MSA's across the country. In 2015, the airport served some 1,290,850± passengers, while in 2016, the airport served a reported 1,338,042± passengers. Construction of a four-level parking deck began in January of 2017. The new garage will provide for an additional 1,400± parking spaces, and is proposed to

be complete in August 2018. A 20-Year Master Plan for the airport includes the addition of a second runway. A new transportation route to the airport is also proposed to be constructed in the near future. This new route is to run northwesterly from the west segment of the Northern Springdale Bypass. The new route will likely intersect the Northern Springdale Bypass a short distance west of State Highway 112 (north-south route). State Highway 264 currently provides access to the south entrance to the airport, while State Highway 12 provides access to the north entrance. Growth has occurred toward the airport, especially along State Highway 12 from Bentonville. The airport has exceeded initial projections on the number of people utilizing the facility.

The two-county area is reasonably well located and is within relatively short driving times of major metropolitan areas. Driving time to Tulsa is less than 2± hours, to Little Rock is 2.5-3± hours, and to Kansas City is 3-4± hours.

Environmental forces, for the most part, are considered favorable for real estate development in the area, and provide a positive effect on real property values in Benton and Washington Counties.

CONCLUSIONS

Each of the major forces affecting real property values has been addressed in this section of the report. The conclusion is that each of the forces has a positive effect on value.

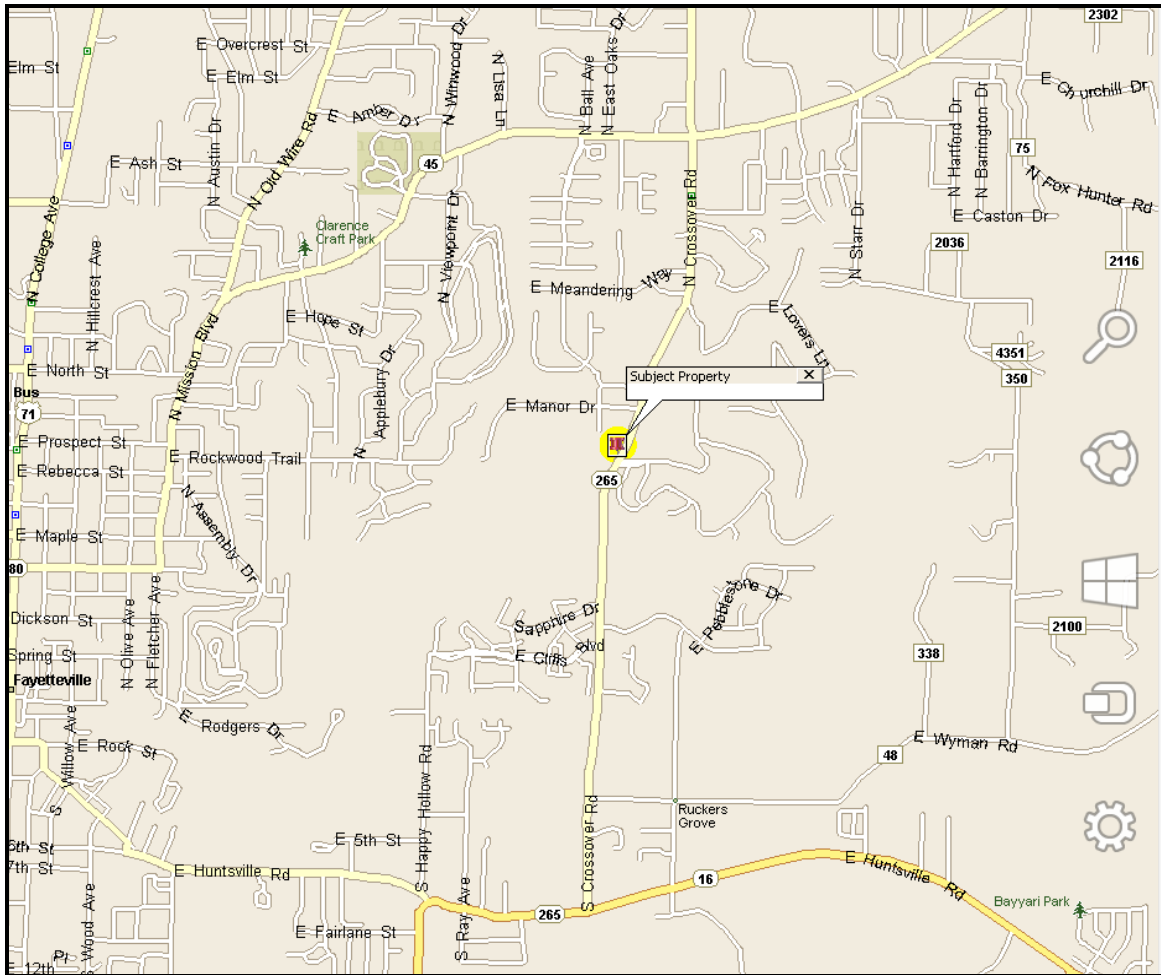
Between July 2015 and July 2016, the estimated population growth in Benton and Washington Counties combined was 11,191± people. This calculates to near 31± persons per day ($11,191 \div 365$ days). This represents net growth, including births, deaths, out-migration, and in-migration. This is lower than at the peak time in the mid part of the past decade; however, is still significant. This population growth is occurring in part due to the job market in Northwest Arkansas. The continued strong growth in non-farm employment in the two-county area not only increases in-migration numbers, but also reduces out-migration numbers. The population growth results in demand for residential housing, both single and multi-family, which, in turn, creates demand for commercial real estate development to provide services for the area residents. Availability of favorable financing terms continues to be an enhancement for both residential and commercial development.

Wal-Mart Stores, Inc., Tyson Foods, Inc., and the University of Arkansas are the major drivers of the Northwest Arkansas economy, and this is expected to continue into the foreseeable future. Wal-Mart Stores, Inc., has impacted development through-out the two-county area, particularly in Bentonville. The poultry industry continues to lead the Agricultural Sector of the local real estate market, with Tyson Foods, Inc., Simmons Foods, Inc., and George's, Inc., being the primary players. Tyson Foods, Inc., is also instrumental in the revitalization of the Springdale Central Business District by undertaking new development. The University of Arkansas remains the focal point of Fayetteville. Student growth is creating demand for new residential (multi-family in particular) development. The trucking industry, led by J.B. Hunt Transport Services, Inc., also represents a plus for the local economy and brings national recognition to the area.

The medical community in Benton and Washington Counties also creates demand for real estate development in the area. Washington Regional, Northwest Health systems, and Mercy Health Systems are the major employers. A new Arkansas Children's Hospital is currently under construction in the southwest part of Springdale. This should create demand for residential and commercial development in that area.

In summary, the Benton-Washington County Area appears to have the foundation and composition for continued strong growth. This reflects positively on real estate development and real property values in the area.

MARKET AREA MAP



MARKET AREA

The subject property is located along the west side of North Crossover Road (AR Highway 265), in the east part of Fayetteville, Arkansas; Washington County. The physical address is indicated to be 833 North Crossover Road. Fayetteville had an estimated 2015 population of 82,830±, according to the U.S. Census Bureau. The City of Springdale is located just to the north of Fayetteville and had an estimated 2015 population of 77,859±. The majority of Springdale lies within Washington County; the extreme northern portion of Springdale extends into Benton County. The estimated 2016 populations of Washington and Benton Counties were 228,049± and 258,291±, respectively. Washington, Benton, and Madison Counties, in Arkansas, and McDonald County, in Missouri, comprise the Fayetteville-Springdale-Rogers MSA (FSR MSA). The estimated 2016 population of the MSA was approximately 525,032±. The May 2017 unemployment rate for the FSR MSA was indicated to be 2.3±%.

Market Area is defined as:

“The geographic area in which a property’s most direct competitors are located; a subset of the market area.”³

The subject Market Area includes properties lying south of East Mission Blvd., east of Happy Hollow Road, north of East Huntsville Road, and along and in close proximity to North Crossover Road. The Market Area is estimated to be approximately 65%± built-up.

The Market Area consists of single-family residential, multifamily residential, special-purpose, and commercial uses. Single-family uses are scattered throughout the Market Area, primarily just off Crossover Road to the east and west. There were several newer single-family subdivisions noted in the Market Area; the majority of these address the upper end price range of homes.

Mission Heights is a walkable mixed-use neighborhood currently under development in the Market Area. Mission Heights is located along the south side of East Mission Blvd., a short distance west of the intersection of East Mission Blvd. and North Crossover Road. Single-family dwellings in Mission Heights are currently listed “For Sale” in the \$524,000 to \$589,000 price range. It should be noted that Mission Heights was previously known as Ruskin Heights. Ruskin Heights was transferred to a local financial institution in December 2010 due to the economic downturn of the “Great Recession”. This property was purchased to resume development and renamed Mission Heights in 2015.

Additionally, a newer subdivision known as Stone Mountain is located across Crossover Road in the southeast part of the Market Area. This development includes 120 lots, of which 40 are still

³ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 43.

vacant. In 2017, homes in Stone Mountain have sold in the mid \$400,000 to the mid \$500,000 price range.

Multifamily uses were noted in the south part of the Market Area. The most notable multifamily property in the area is The Cliffs apartment community, located along the west side of Crossover Road in the southwest part of the area; this development includes approximately 740+ units, clubhouse, swimming pools, walking trails, etc.

Special-purpose uses in the Market Area include Vandergriff Elementary, McNair Middle School, and Happy Hollow Elementary School. The Fayetteville School District has somewhat recently constructed a new Happy Hollow Elementary School in the south part of the Market Area. Commercial uses were noted in several parts of the Market Area, including near the Crossover Road./Mission Blvd. intersection, and near the Crossover Road./East Huntsville Road intersection. The area near the Crossover Road/Mission Blvd. intersection includes a number of commercial properties including: a Wal-Mart Neighborhood Market, Walgreens's, Harp's Grocery Store, Arvest Bank branch, Taco Bell, and numerous other commercial properties including c-stores, restaurants, branch banks, etc.

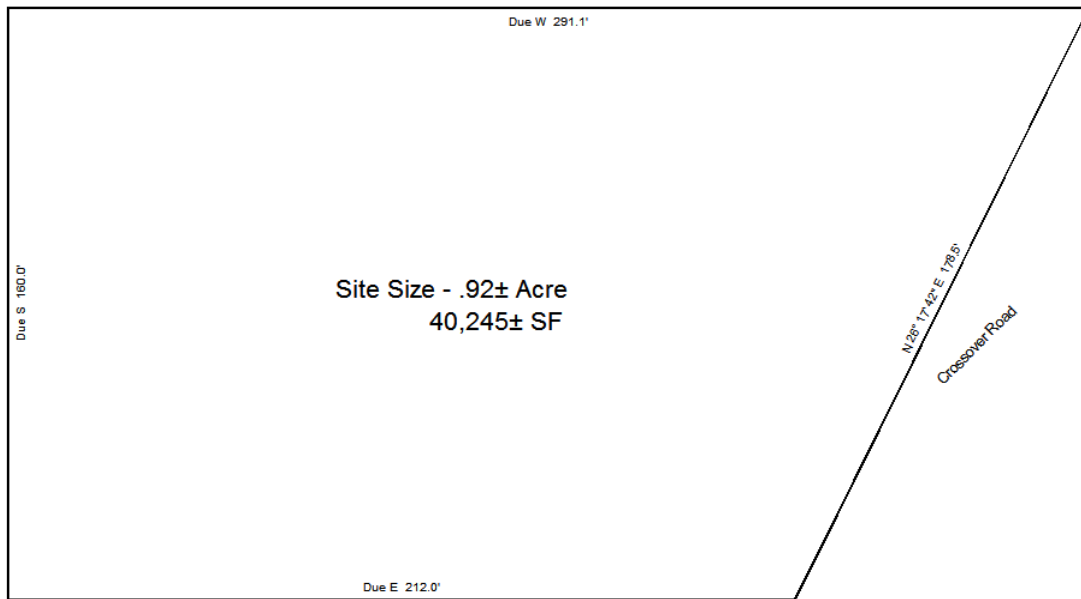
Property uses in close proximity to the subject property include: single-family residential uses to the east, across North Crossover Road; property owned by Southwestern Electric Power Company (SWEPCO) to the south: a SWEPCO electric substation to the west and vacant land to the north.

The topography of the Market Area ranges from gently rolling to moderately/steeply sloping. Soil and subsoil conditions are not generally considered adverse to building construction. Overall, drainage is considered adequate.

Utilities available in the Market Area include public water and sewer, electricity, natural gas, cable communications, and telephone service.

The Market Area is considered to be in the growth stage of its life cycle. The Market Area is considered to be well located near major thoroughfares and in close proximity to major area employers, schools, churches, shopping, etc. Overall real estate market conditions in Northwest Arkansas have previously been discussed in this report. The near term outlook for the Northwest Arkansas real estate market is considered positive.

SITE SKETCH



DESCRIPTION OF SITE

AREA/DIMENSIONS/SHAPE:

The subject site consists of approximately .92± acre or 40,245± SF of land area. Dimensions of the site appear on the Site Sketch on the preceding page. The dimensions were taken from the Plat of Eastwood Subdivision. The north boundary dimension is approximately 291.1'±; the south is 212'±; the east/southeast is 178.5'± and the west is 160'±. The site is irregular in shape.

ACCESS/FRONTAGE:

The site is accessed westerly from North Crossover Road (AR. Hwy 265) in the northeast part of the site and northerly from a drive that extends westerly from North Crossover Road across the parcel to the south in the southeast part of the site. The site includes approximately 178.5'± of frontage along the west/southwest side of North Crossover Road. North Crossover Road is asphalt paved with concrete curbs and sidewalks.

TOPOGRAPHY:

The topography of the site is gently to moderately sloping. The site slopes moderately from east to west in the east part of the site and slopes gently from east to west in the west part of the site. The majority of the site is cleared; however, shade trees and landscaping were noted. Soil and subsoil conditions are not believed adverse to building construction; however, a soil test report on the subject site has not been examined. Building improvements are situated on the subject site, and nearby sites. The subject site is not indicated to be located within a designated Flood Zone area. A Flood Zone Map appears in the Addenda.

STREET IMPROVEMENTS:

Sidewalks	-	<u>X</u> Yes	<u> </u> No
Curbs	-	<u>X</u> Yes	<u> </u> No
Street Surface	-	<u>X</u> Asphalt	
On-Site Parking	-	<u>X</u> Asphalt	
Off-Site Parking	-	<u> </u> Yes	<u>X</u> No

UTILITIES:

Utilities available to the subject site include electricity, natural gas, telephone service, public water and sewer, and cable T.V. (typical city).

DISCUSSION OF ECONOMIC INADEQUACIES:

No economic inadequacies were noted.

**EASEMENTS OR ENCROACHMENTS
ON SITE:**

The south egress/ingress drive appears to encroach on the property to the south that is under the ownership of SWEPCO. cursory research of Washington County property records did not reveal an access easement to the subject property. Subject also includes an additional access drive in the northeast part of the site.

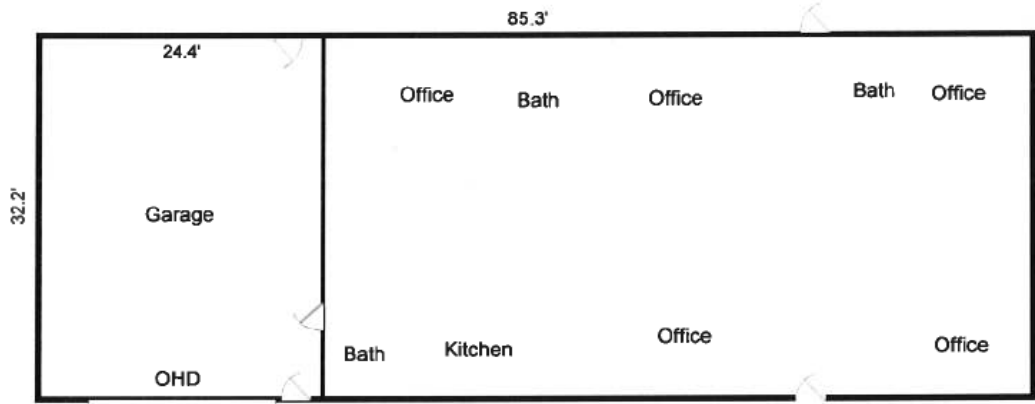
A 20' utility easement runs along the south boundary of the site. Overhead utility lines run along the North Crossover Road frontage. Overhead transmission lines are located on the SWEPCO property to the south.

CONCLUSIONS:

Subject site relates reasonably well to its surroundings and is considered functionally adequate for certain types of residential development.

BUILDING SKETCH

Subject Building Size 1961± SF
Subject Garage Size 786± SF



DESCRIPTION OF IMPROVEMENTS

The subject building is a Class “D” wood frame structure with frame and rock veneer exterior walls. There are also related site improvements. The structure includes 1961± SF of heated and cooled living area and a 786± SF attached, finished garage. It should be noted that the structure was originally constructed for utilization as a firehouse and was constructed from single-family residential dwelling plans and specifications. The foundation is reinforced concrete perimeter and the floor structure is concrete slab. The roof structure is wood joists and decking and the roof cover is asphalt shingles.

The interior layout consists of 5 offices, 2 bathrooms, kitchen, and utility area. The original plans for the subject building were for utilization as a single-family dwelling which would have included a living room, dining room and three bedrooms. These rooms are each currently being utilized as offices. The doorway from the kitchen to the dining room has been removed so there is currently no direct access into the original dining area from the kitchen. Should the building be converted to utilization as a single family dwelling the doorway could be reconstructed.

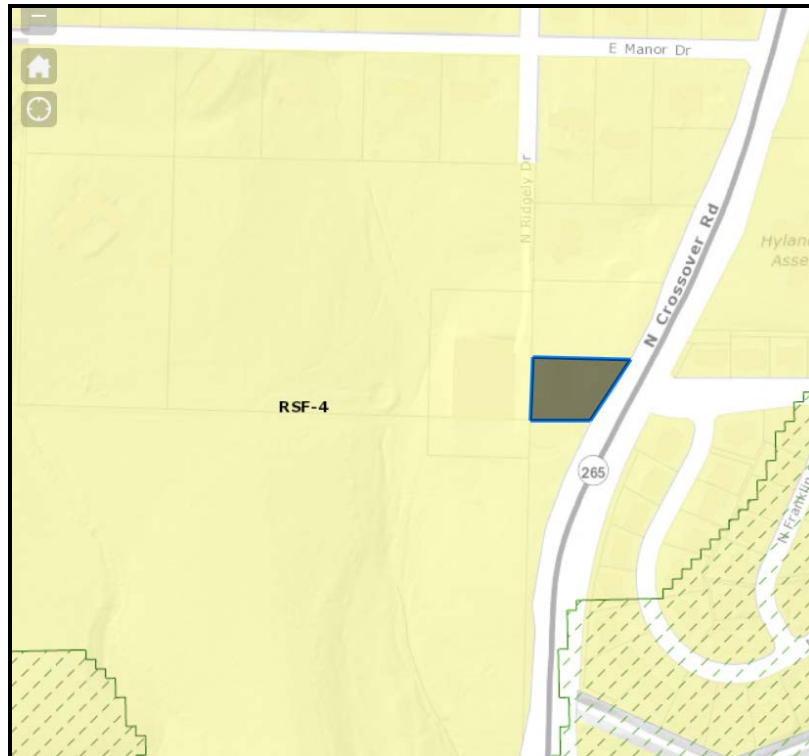
One full bathroom includes a water closet, combination shower/bathtub, and sink. An additional full bathroom includes a combination shower/bathtub, water closet, and two sinks. Washer/dryer hook-ups are located in the kitchen. Kitchen appliances include dishwasher, combination range/oven and garbage disposer. There is a fireplace in an office which would likely be utilized as a living room. Floor covering in the building consists primarily of wood and ceramic tile. Interior walls are primarily sheetrock. Ceilings are sheetrock, some with ceiling fans. The building includes central heat and air-conditioning.

There is a 786± SF attached two-car, finished garage. A storage area is located within the garage and a storage building is located just west of the garage in the rear yard. The overhead door represents a super adequacy, as it is taller than would normally be utilized in conjunction with a typical single-family dwelling. An additional super adequacy is the ratio of a 789± SF garage to a 1961± SF dwelling. The structure includes gutters and downspouts. Site improvements include: landscaping; concrete and asphalt drives, fencing; concrete patios and walkways, etc.

The building is considered to be of average quality construction and is in average (dated) condition as of the effective date of value. Some deterioration of the siding was noted. The structure is believed to have been constructed in the 1985± timeframe. The structure suffers from functional obsolescence in construction and layout compared to newer single-family dwellings and due to utilization as an office building. The effective age is estimated to be 32± years. The remaining economic life is projected to be 18± years.

ZONING

Based on the City of Fayetteville Zoning Map, the subject property is zoned RSF-4, Residential Single-family – Four units per acre.



The following pertains to the RSF-4 zoning district:

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

Subject site is zoned RSF-4, Residential Single-Family 4 units per acre. The property appears to have a Conditional Use permit for office utilization. A representative with the City of Fayetteville Planning office indicated that there was no guarantee a Conditional Use permit would be granted in the future.

TAXES AND ASSESSMENTS

The subject is a government entity and is except from property tax. Should the property be converted to single-family residential use it would be subject to taxation. The subject property is located within the Fayetteville School District.

HISTORY

As of the effective date of this report, the subject property was under the ownership of The City of Fayetteville, Arkansas. This is per Washington County Assessment and Deed Records. The Warranty Deed is recorded at Instrument 934/893 in the Washington County Circuit Clerk's office. A copy of the Warranty Deed appears in the Addenda of this report.

To my knowledge, the subject property is not currently under contract or listed for sale. The client indicated they might market the property in the near future.

As of the effective date of this report, the subject property was utilized as the offices of the Fayetteville Fire Prevention Bureau.

PART III - ANALYSIS OF DATA AND OPINIONS OF THE APPRAISER

HIGHEST AND BEST USE AND IMPROVEMENTS ANALYSIS

The definition of highest and best use is as follows:

1. *“The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*
2. *The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)*
3. *[The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions).”⁴*

In estimating Highest and Best Use, the appraiser goes through essentially four stages of analysis:

- a. **Possible Use** - To what uses is it physically possible to put the site in question?
- b. **Permissible Use (legal)** - What uses are permitted by zoning and deed restrictions on the site in question?
- c. **Feasible Use** - Which possible and permissible uses will produce any net return to the owner of the site?
- d. **Highest And Best Use** - Among the Feasible Uses, which Use will produce the highest net return or the highest present worth?

“AS A VACANT SITE”

Physically Possible

The site contains approximately .92± acre of land area. The site is irregular in shape. Improved access onto the site is westerly from North Crossover Road and northerly from a drive that extends westerly from North Crossover Road located on the property to the south. The topography of the site is gently to moderately sloping. Utilities available to the subject site include electricity, natural gas, telephone service, public sewer and water, and cable T.V (typical city). The subject property is not located within a designated Flood Zone area. A Flood Zone Map appears in the Addenda.

Physically possible uses of the subject site include those within size limitations.

⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 109

Legally Permissible

The subject site is zoned RSF-4, Residential Single-family four units per acre based on information provided by the City of Fayetteville. Based on the City of Fayetteville Zoning Ordinances the following applies to the subject property:

161.07 District RSF-4, Residential Single-Family – Four Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

The physically possible and legally permissible uses of the subject site are those within size limitations that comply with the RSF-4 zoning requirements.

Financially Feasible

The subject is located along the west side of North Crossover Road in the east part of Fayetteville. The location is within Eastwood Subdivision.

The Market Area is considered to be well located near major thoroughfares and in close proximity to major area employers, schools, shopping, etc. Overall real estate market conditions in Northwest Arkansas have previously been discussed in this report. The single-family residential sector is also considered strong at the present time with good activity levels and significant new construction. The outlook for the residential sector through the remainder of 2017 is considered good. The near term outlook for the Northwest Arkansas real estate market is considered positive.

The physically possible, legally permissible, and financially feasible use of the subject site is considered to be single-family residential development, as demand dictates, within size limitations that complies with the RSF-4 zoning requirements.

Maximally Productive

In my opinion, the highest and best use of the subject property “as a vacant site” is for single-family residential development, as demand dictates, within size limitations that complies with the RSF-4 zoning requirements and in conformity to the Market Area.

“AS IMPROVED”

The subject site is improved with a structure that is utilized as an office building; however, was constructed from single-family dwelling plans and specifications. The heated and cooled area contains approximately 1961± SF. There is also an attached 786± SF finished garage and related site improvements. The size and height of the garage represents a super adequacy for single-family residential utilization. The structure was originally constructed as a firehouse. The structure is believed to have been constructed in 1985. The effective age is estimated to be approximately 32± years.

Site improvements primarily include primarily include landscaping; concrete and asphalt drives, fencing; concrete patios and walkways, etc.

The improvements are considered to be in average (dated) condition, overall. The site improvements are also considered to be in average condition. No external obsolescence is indicated. The improvements do suffer from Accrued Depreciation, including physical deterioration and functional obsolescence; however, in my opinion, there is still significant remaining economic life.

In my opinion, the highest and best use of the subject property “as improved” is for single-family residential utilization. The subject property could continue to be utilized for office use should a Conditional Use permit be granted by the City of Fayetteville. Conversations with a representative with the City of Fayetteville Planning Department revealed that there was no guarantee that an additional Conditional Use permit would be granted should the City of Fayetteville sell the property.

LAND VALUE

In the valuation model, land value estimate is a separate step. Sales comparison is the most reliable way to estimate land value. When few sales are available, or when the value indication by sales comparison needs additional support, other procedures may be applied. The other procedures used to obtain land value indications are allocation, extraction, subdivision development, land residual, and ground rent capitalization. The techniques are defined as follows:

*"**Reproduction Cost** is the estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout."*⁵

*"**Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout."*⁶

***Entrepreneurial Incentive** is the amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion."*⁷

*"**Accrued Depreciation** is the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date."*⁸

*"**Effective Age** is the age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age."*⁹

*"**Economic Life** is the period over which improvements to real estate contribute to property value"*¹⁰

*"**Economic Age-Life Method** is a method of estimating depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction."*¹¹

The following comparable land sales are utilized in estimating the market value of the subject site "as vacant" by the Sales Comparison Approach:

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 198.

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 197.

⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 76.

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 63.

⁹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 74.

¹⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 72.

¹¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 71.

LAND SALE 1



GENERAL INFORMATION

General/Specific Type: Residential

Location: East side of Crossover Road

City: Fayetteville

County: Washington

Parcel(s): 765-14274-000

S-T-R: 14-16-30

Lot/Block: N/A

Record #: 1968

Book/Page: 2016/35243

State: AR

Legal: Pt. of the SE 1/4 of the NE 1/4 of 14-16-30

Subdivision: N/A

SALE INFORMATION

Sale Date: November 17, 2016

Sale Price: \$35,000

Adjusted Sale Price: \$35,000

Grantor: Samuel J. Johnson and Melanie A. Johnson

Grantee: Bobby Steven Kegley and Tara Chantelle Kegley

Financing: Cash to Sellers

Conditions of Sale: Arm's-Length

Exposure Time: 35 Days

Rights Conveyed: Fee Simple

Verification: MLS: Washington County Circuit Clerk

PROPERTY INFORMATION

Gross Land Size: 0.630± Acres, or 27,443± SF

Total Frontage: Crossover Road (AR. Hwy 265)

Zoning: RSF-4, Res. Single-family - Four Units per Acre

Topography: Gently to Moderately Sloping

Utilities: Typical City

Highest & Best Use: Residential

Indicators

Sale Price/Gross Acre: \$55,556±

Sale Price/Gross SF: \$1.28±

Adjusted Sale Price/Gross Acre: \$55,556±

Adjusted Sale Price/Gross SF: \$1.28±

Remarks: This property represents a .63± acre lot located along the east side of Crossover Road in the east part of Fayetteville. The location is across Crossover Road from The Cliffs Apartments. The property is zoned RSF-4.

LAND SALE 2



GENERAL INFORMATION

General/Specific Type: Residential

Location: W. side of E. Oaks Manor Drive

City: Fayetteville

Parcel(s): 765-09021-000

S-T-R: 35-17-30

County: Washington

Lot/Block: 006/003

Record #: 1896

Book/Page: 2016/7634

State: AR

Subdivision: Oakland Hills
Addition

Legal: Lot 3, Block 6, Oakland Hills Addition, to the City of Fayetteville

SALE INFORMATION

Sale Date: March 21, 2016

Sale Price: \$42,894

Adjusted Sale Price: \$42,894

Grantor: W-Y, Incorporated

Grantee: Rob A. Stanley and Pamela J. Stanley

Financing: Cash to Seller

Conditions of Sale: Arms Length

Exposure Time: 52 Days

Rights Conveyed: Fee Simple

Verification: MLS: Washington County Circuit
Clerk

PROPERTY INFORMATION

Gross Land Size: 0.340± Acres, or 14,810± SF

Total Frontage: E. Oaks Manor Drive

Zoning: RSF-4, Res. Single-family - Four Units per
Acre

Topography: Gently Sloping

Utilities: Typical City

Highest & Best Use: Residential

Indicators

Sale Price/Gross Acre: \$126,159±

Sale Price/Gross SF: \$2.90±

Adjusted Sale Price/Gross Acre: \$126,159±

Adjusted Sale Price/Gross SF: \$2.90±

Remarks: This property represents a .34± acre single-family lot located along the west side of E. Oaks Manor Drive in Oakland Hills Addition in Fayetteville. The physical address is 917 E. Oaks Manor Drive.

LAND SALE 3



GENERAL INFORMATION

General/Specific Type: Residential

Location: SEC of E. Township Street and N. Freshwater Ave.

City: Fayetteville

County: Washington

Parcel(s): 765-13391-000

S-T-R: 03-16-30

Lot/Block: N/A

Record #: 1897

Book/Page: 2017/4156

State: AR

Subdivision: N/A

Legal: A part of the Fractional NW 1/4 of 3-16-30 in Washington County.

SALE INFORMATION

Sale Date: February 07, 2017

Sale Price: \$43,500

Adjusted Sale Price: \$43,500

Grantor: Marshall Aaron Mahan and Yolanda Mahan

Grantee: Dixie Landing LLC

Financing: Cash to Sellers

Conditions of Sale: Arm's Length

Exposure Time: 99 Days

Rights Conveyed: Fee Simple

Verification: MLS: Washington County Circuit Clerk

PROPERTY INFORMATION

Gross Land Size: 0.500± Acres, or 21,780± SF

Total Frontage: E. Township St.; N. Freshwater Ave.

Zoning: NC, Neighborhood Conservation

Topography: Moderately Sloping; Part Wooded

Utilities: Typical City

Highest & Best Use: Residential

Indicators

Sale Price/Gross Acre: \$87,000±

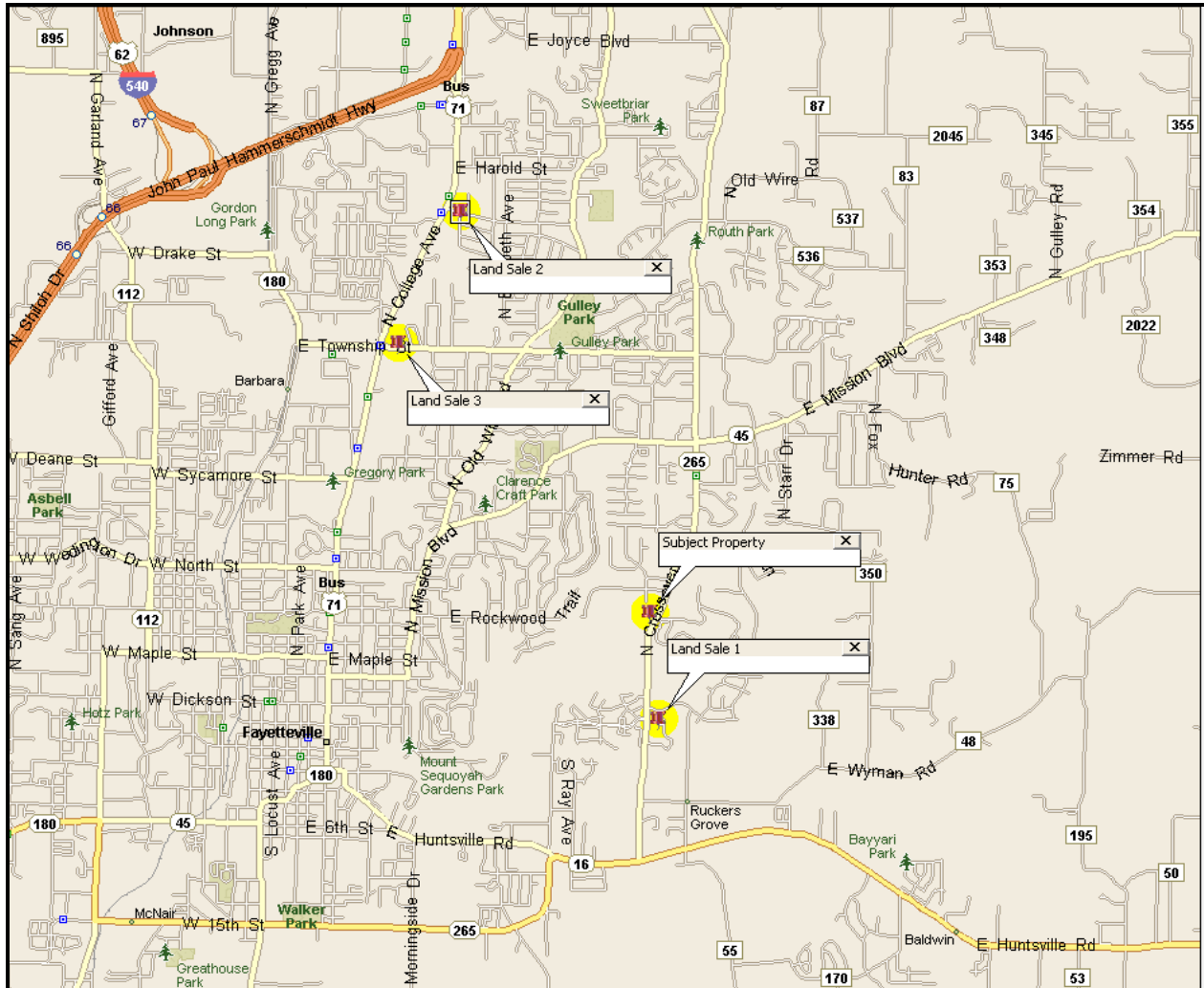
Sale Price/Gross SF: \$2.00±

Adjusted Sale Price/Gross Acre: \$87,000±

Adjusted Sale Price/Gross SF: \$2.00±

Remarks: This property represents a .5± acre lot located at the southeast corner of E. Township St. and N. Freshwater Ave. in Fayetteville. The lot is located in the Hillside/Hilltop Overlay District.

COMPARABLE LAND SALES MAP



SUMMARY OF COMPARABLE LAND SALES

Sale	1	2	3
Date of Sale	11/17/2016	03/21/2016	02/07/2017
Consideration	\$35,000	\$42,894	\$43,500
Land Size (Acre)±	.63	.34	.5
Price/Acre	\$55,556	\$126,159	\$87,000
Price/SF	\$1.28	\$2.90	\$2.00
Location	W. side of N. Crossover Road, Fayetteville	W. side of E. Oaks Manor Dr., Fayetteville	SEC of E. Township St. & N. Freshwater Ave., Fayetteville

ANALYSIS OF COMPARABLE SALES

The unit of comparison is price per SF of land area. The elements of comparison are property rights, financing, conditions of sale, market conditions, location/appeal, and physical characteristics.

Property Rights: Each of sales appears to have involved the transfer of the fee simple interest. No property rights adjustments can be supported.

Financing: Each of the sales appears to be representative of market terms/cash to seller. No adjustments for financing are indicated.

Conditions of Sale: Each of the sales appears to have been an arm's length transaction. No adjustments for conditions of sale are indicated.

Market Conditions: The sales occurred between March 2016 and February 2017. Each of these sales is considered to have occurred within a time period when market conditions were reasonably similar to those as of the effective date of this appraisal. No adjustments for market conditions can be supported.

Location/Appeal: The subject property is located along the west side of North Crossover Road, Fayetteville, Arkansas; Washington County. The physical address is 833 North Crossover Road. The location is in the east part of Fayetteville.

Land Comparable One is located along the east side of North Crossover Road in Fayetteville. Land Comparable One is located in very close proximity to the subject along North Crossover Road. **Land Comparable Two** is located along the west side of East Oaks Manor Drive, south of East Rolling Hills Drive in Fayetteville. **Land Comparable Three** is located at the southeast corner of East Township Street and North Freshwater Avenue in Fayetteville. Paired Sales Analysis matching Land Sale One with Land Sales Two and Three reflects that in comparison to the subject, after adjusting for other differences, a downward adjustment of 40±% is applicable to Land Sale Two and a downward adjustment of 30±% is applicable to Land Sale Three for

superior location/appeal in comparison to the subject. Land Sale One is considered similar to the subject in the location/appeal category and no adjustment is indicated.

Physical Characteristics: With respect to physical characteristics, the necessary categories of adjustment are for land size and topography. The sales are each reasonably similar to subject with respect to utility availability, shape, Flood Zone, etc.

- **Land Size:** The subject (.92± acre) is larger than each of the Land Comparables. Land Comparable One is .63± acre in land size; Land Comparable Two is .34± acre; and, Land Comparable Three is .5± acre. The tendency in the market is that as a property's land size increases, its price per unit decreases, and vice versa; this is for otherwise similar properties. Sales Analysis supports that as a property's land area approximates doubling, its price/unit decreases about 10%±. Based on this premise, the following downward adjustments are indicated: 5±% to Sale One, 14±% to Sale Two and 8±% to Sale Three.
- **Topography:** The topography of the subject site is gently to moderately sloping. The topography of Land Sale One is also gently to moderately sloping. Land Sale Two has gently sloping topography. Land Sale Three has moderately sloping topography and some wooded areas. Sale Two includes topography that is considered superior to that of the subject. Based on Sales Analysis, Sale Two is adjusted downward 5±% for superior topography. No adjustments can be supported to either of Land Sales One or Three.

Conclusions: The following adjustment grid is indicated:

Sale	1	2	3
Sales Price/SF	\$1.28	\$2.90	\$2.00
Property Rights	\$0.00	\$0.00	\$0.00
Financing	\$0.00	\$0.00	\$0.00
Conditions Of Sale	\$0.00	\$0.00	\$0.00
Market Conditions	\$0.00	\$0.00	\$0.00
Adjusted Price/Acre	\$1.28	\$2.90	\$2.00
Location/Appeal	\$0.00	(\$1.16)	(\$0.60)
Land Size	(\$0.06)	(\$0.41)	(\$0.16)
Topography	\$0.00	(\$0.15)	\$0.00
Indicated Value/SF	\$1.22	\$1.18	\$1.24

The range of the adjusted comparables is \$1.18/SF to \$1.24/SF. The mean of the adjusted comparables is \$1.21, while the median is \$1.22. Land Comparable One is similar to the subject in location/appeal.

Based on the preceding analysis, it is my opinion the indicated per SF value for subject site “as vacant” is **\$1.22/SF**. Therefore:

$$40,245 \text{ SF @ } \$1.22 = \$49,099$$

Rounded to \$50,000

The preceding represents the indicated market value of the fee simple interest in the subject site “as vacant” by the Sales Comparison Approach. Please see the Extraordinary Assumptions previously presented in this report.

COST APPROACH

In the Cost Approach, an estimated reproduction or replacement cost of the building and land improvements as of the date of the appraisal is developed, together with the losses in value that have taken place due to wear and tear, design and plan, or neighborhood influences. To the depreciated building cost estimate is added the estimated value of the land. The total represents the indicated value by the Cost Approach. The following terms utilized in the Cost Approach require defining:

*"**Reproduction Cost** is the estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout."*¹²

*"**Replacement Cost** is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout."*¹³

***Entrepreneurial Incentive** is the amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called developer's profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion."*¹⁴

*"**Accrued Depreciation** is the difference between the cost of an improvement on the effective date of the appraisal and the market value of the improvement on the same date."*¹⁵

*"**Effective Age** is the age of property that is based on the amount of observed deterioration and obsolescence it has sustained, which may be different from its chronological age."*¹⁶

*"**Economic Life** is the period over which improvements to real estate contribute to property value".*¹⁷

*"**Economic Age-Life Method** is a method of estimating depreciation in which the ratio between the effective age of a building and its total economic life is applied to the current cost of the improvements to obtain a lump-sum deduction."*¹⁸

The Cost Approach is not utilized in this report as this valuation method is not typically the basis upon which buy/sell decisions are being made in this market on properties of the subjects' nature. Application of the Cost Approach to Value is not considered necessary to produce credible appraisal results for the subject property.

¹² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 198.

¹³ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 197.

¹⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 76.

¹⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 63.

¹⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 74.

¹⁷ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 72.

¹⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 71.

SALES COMPARISON APPROACH

In the Sales Comparison Approach, the subject property is compared to similar properties that have been sold recently or for which listing prices or offering figures are known. Data for generally comparable sale properties are used, and comparisons are made to demonstrate a probable price at which the subject property would sell if offered on the market.

“To apply the Sales Comparison Approach, appraisers follow a systematic procedure:

- 1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.*
- 2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that comparisons are credible.*
- 3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.*
- 4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.*
- 5. Reconcile the various value indications produced from the analysis of comparables into a value conclusion. A value opinion can be expressed as a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount). ”¹⁹*

The Sales Comparison Approach utilizes the following comparable sales in estimating the market value of the subject property:

¹⁹ Appraisal Institute, *The Appraisal of Real Estate* – Fourteenth Edition, (Chicago: Appraisal Institute, 2013), P. 381-382.

Comparable Improved Sale One



Address:	3186 Katherine Avenue
Location:	Fayetteville, Arkansas
Date of Sale:	08/16/2016
Sales Price:	\$152,500
Living Area (SF±):	1,812 per Assessment Records
Sales Price/SF:	\$84.16
Bedrooms/Bathrooms:	3/2 full
Building Quality/Design:	One-level; average quality
Age/Condition:	Built 1984; average condition; brick veneer and cedar exterior
Garage/Carport:	2-car attached garage – 500± SF
Heat/Air:	Central
Land Size:	0.30± Acre
Grantor/Grantee:	Jason Hudlow and Cindy K. Hudlow
Verification:	MLS; Warranty Deed 2016/23890; Holly Daniels (Realtor)
Exposure Time:	63± Days
Legal Description:	Lot 18, Block 9, Huntingdon S/D, Fayetteville, Washington County, Arkansas
Remarks:	Dwelling includes porch/patios areas, wood deck; laundry room, porch, kitchen appliances, fireplace, etc.; property includes landscaping; list price was \$152,500. Huntingdon S/D includes a community swimming pool.

Comparable Improved Sale Two



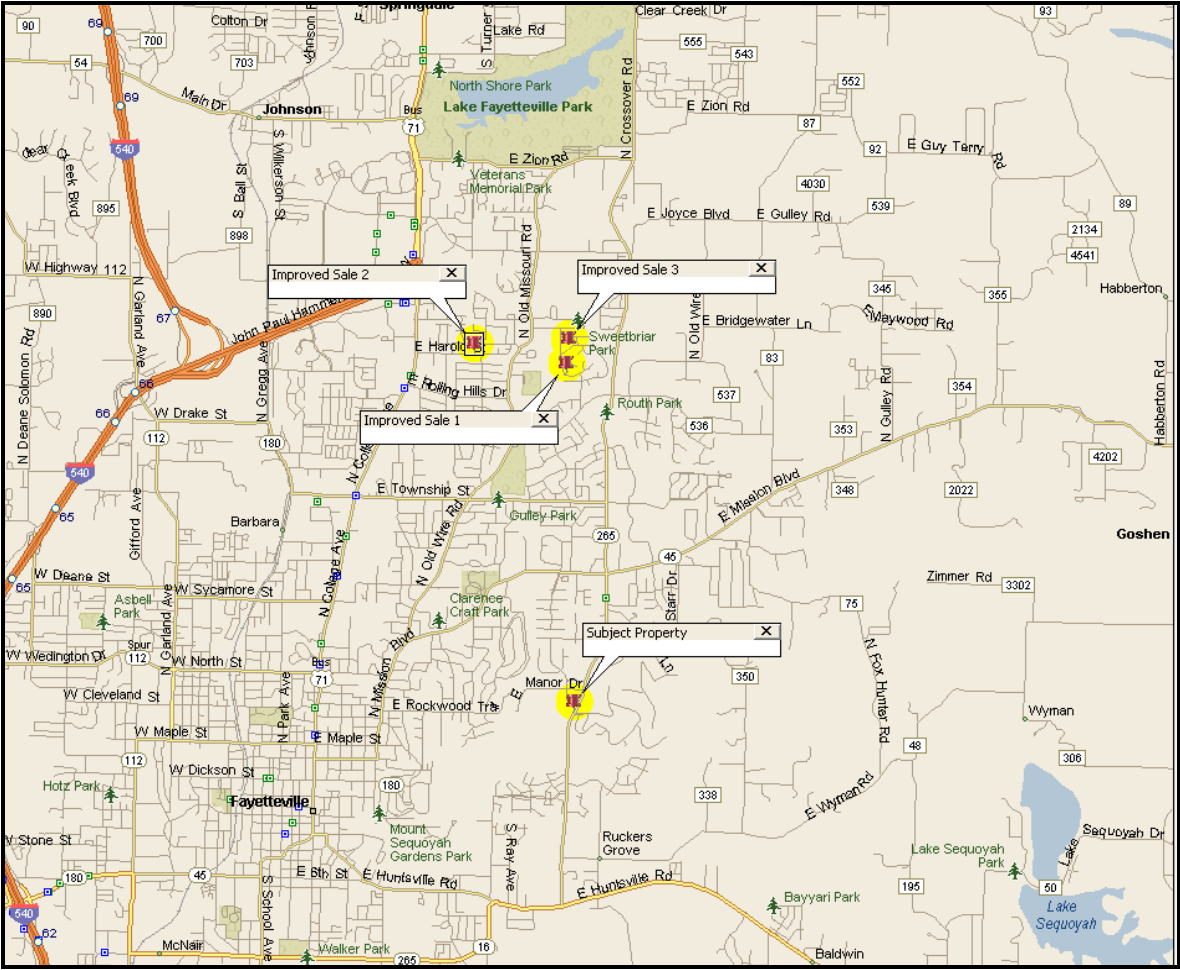
Address:	1535 East Harold Street
Location:	Fayetteville, Arkansas
Date of Sale:	02/24/2017
Sales Price:	\$186,000
Living Area (SF±):	1,704 per Assessment Records
Sales Price/SF:	\$109.15
Bedrooms/Bathrooms:	3/2 full
Building Quality/Design:	One-level; average quality
Age/Condition:	Built 1979; average condition; brick veneer exterior
Garage/Carport:	2-car attached garage – 550± SF
Heat/Air:	Central
Land Size:	0.5± Acre
Grantor/Grantee:	B. Imogene Sivage, a single surviving spouse of Robert E. Sivage/Steven Anthony Shelton and Alex P. Shelton
Verification:	MLS; Warranty Deed 2017/6035; Steven Brooks (Realtor)
Exposure Time:	51± Days
Legal Description:	Lot Numbered Two (20 in Block Numbered Two (2) in the Final revised Plat of Lot Eleven (11) Block One (1), Lot One (1), Block Five (5), Lot Three (3), Block Seven (7) and part of Block Two (2), Stubblefield Addition to the City of Fayetteville
Remarks:	Dwelling includes a covered porch, porch, two living areas, kitchen appliances, fireplace, etc.; property includes landscaping; list price was \$179,750. There were multiple offers on the property.

Comparable Improved Sale Three



Address:	3253 North Makeig Ct.
Location:	Fayetteville, Arkansas
Date of Sale:	08/01/2016
Sales Price:	\$186,000
Living Area (SF±):	1,907 per Assessment Records
Sales Price/SF:	\$97.54
Bedrooms/Bathrooms:	3/2 full
Building Quality/Design:	One level; average quality; brick veneer exterior
Age/Condition:	Built 1985; average condition
Garage/Carport:	2-car attached garage – 506± SF
Heat/Air:	Central
Land Size:	0.28± Acre
Grantor/Grantee:	Rose Haptonstall/Lloyd Du Preez and Sarah Du Preez
Verification:	MLS; Warranty Deed 2016/22346; Rhonda Balmer (Realtor)
Exposure Time:	49± Days
Legal Description:	Lot 5 in Block 3 in Huntingdon Subdivision, Fayetteville, Washington County, Arkansas
Remarks:	Dwelling includes a screened-in porch, kitchen appliances, fireplace, etc.; property includes landscaping; list price was \$186,000. Huntingdon S/D includes a community pool.

COMPARABLE IMPROVED SALES MAP



SUMMARY OF COMPARABLES

The comparables are summarized in the following table:

Comparable No.	1	2	3
Address/Location	3186 Katherine Ave., Fayetteville	1535 E. Harold Street, Fayetteville	3253 N. Makeig Ct., Fayetteville
Date of Sale	08/16/2016	02/24/2017	08/01/2016
Sale Price	\$152,500	\$186,000	\$186,000
Living Area SF±	1,812	1,704	1,907
Price/SF	\$84.16	\$109.15	\$97.54
Year Built	1984	1979	1985
Land Size±	0.30 Acre	.50 Acre	0.28Acre

ANALYSIS OF SALES

The unit of comparison is whole property. The elements of comparison are property rights, financing, conditions of sale, market conditions, location, and physical characteristics.

Property Rights: No adjustments are indicated. Each of the sales involved the transfer of the fee simple interest.

Financing: Each of the sales involved conventional financing at market terms. No adjustments for financing are indicated.

Conditions of Sale: Each of the sales appears to have been an arm's-length transaction. No adjustments for conditions of sale can be supported.

Market Conditions: The sales occurred within the August 2016 to February 2017 time period. Market conditions during this time period were considered reasonably similar to those as of the effective date of this report. No adjustments are indicated.

Location: The subject property is located at 833 North Crossover Road in Fayetteville. Sale One is located at 3186 Katherine Avenue in Fayetteville. Sale Two is located at 1535 East Harold Street in Fayetteville. Sale Three is located at 3253 North Makeig Court in Fayetteville.

Each of the Sales is located on the east side of Fayetteville in reasonably close proximity to the subject. Each of the sales is considered to be reasonably similar to subject in location. Location adjustments are believed to be adequately represented in the site value differences.

Physical Characteristics: The categories of adjustment considered under physical characteristics are site, dwelling size, dwelling age/condition, dwelling quality/appeal, garage storage, and "other".

First, site is considered. The value of the subject site (0.92± acre or 40,245± SF) has previously been estimated in the Land Value Section at \$50,000. The estimated land values of the comparables are \$51,000, \$57,000, and \$51,000, respectively. The indicated adjustments are downward \$1,000 to Sale One; downward \$7,000 to Sale Two and downward \$1,000 to Sale Three. It should be noted that each of Sales One and Three is located in a neighborhood with a community swimming pool.

Next, dwelling living area size is considered. Subject is slightly larger in living area than each of the comparables. Subject contains approximately 1961± SF of dwelling living area. Sales and Cost Analysis supports a size multiplier of \$25.00 per SF. Therefore, in comparison to subject, Sale One requires an upward adjustment of \$3,725 (149± SF @ \$25), Sale Two an upward adjustment of \$6,425 (257± SF @ \$25) while Sale Three requires an upward adjustment of \$1,350 (54± SF @ \$25).

Next, dwelling age/condition is considered. Subject dwelling was originally constructed in the 1985± timeframe. The condition is considered to be average; however, somewhat dated. Some deterioration of the exterior siding was noted. The effective age is estimated to be 32± years. Subject dwelling includes some updates. Sale Dwelling One was constructed in 1984±. The condition at the date of sale was average (dated). The effective age of the dwelling was estimated to be 33± years. Sale Dwelling Two was constructed in 1979±. The condition at the date of sale was average (dated). The effective age of the dwelling was estimated to be 35± years. Sale Dwelling Three was constructed in 1985±. The condition at the date of sale was average (dated). Each of the sales is considered to be reasonably similar to the subject in age/condition and no adjustments are indicated.

Next, dwelling quality/appeal is considered. Subject dwelling represents average quality construction. Subject dwelling is centrally heated and cooled, and includes three bedrooms and two full bathrooms. The exterior is a combination of rock veneer and frame siding. Subject also includes kitchen appliances and a fireplace. The Sale One dwelling is of somewhat similar construction quality/appeal compared to the subject. The exterior is a combination of brick veneer and cedar siding. This dwelling has three bedrooms and two full bathrooms. The dwelling is centrally heated and cooled, and includes a fireplace and kitchen appliances. Sale Dwelling Two is considered somewhat superior to the subject in construction quality/appeal. The exterior is brick veneer. This dwelling has three bedrooms and two bathrooms. The dwelling includes two living areas. The dwelling is centrally heated and cooled, and includes a fireplace and kitchen appliances. Sale Dwelling Three is considered somewhat superior to the subject in construction quality/appeal. The exterior is brick veneer. This dwelling has three bedrooms and two bathrooms. The dwelling includes a sunroom. The dwelling is centrally heated and cooled, and includes a fireplace and kitchen appliances. Paired Sales Analysis reflects that Comparables Two and Three are each approximately 15±% superior to the subject in the dwelling quality/appeal category.

Next, garage storage is considered. Subject includes a 786± SF finished attached oversized garage. Sale One includes a 500± SF, 2-car, finished attached garage. Sale Two includes a 550± SF, 2-car, finished attached garage. Sale Three includes a 506± SF, 2-car, finished attached garage. Based on Cost and Sales Analysis, the following adjustments are indicated: +\$5,720 to Sale One, +\$4,720 to Sale Two and +\$5,600 to Sale Three.

Lastly, the “other” category is considered. This primarily pertains site improvements. Each of Sales One, Two and Three is considered similar to the subject property in the “other” category and no adjustments are indicated.

Conclusion: The following adjustment grid is indicated:

Sale No.	1	2	3
Sales Price	\$152,500	186,000	\$186,000
Property Rights	0	0	0
Financing	0	0	0
Conditions Of Sale	0	0	0
Market Conditions	0	0	0
After Market Conditions	\$152,500	\$186,000	\$186,000
Location	0	0	0
Physical Characteristics			
Site	-1,000	-7,000	-1,000
Dwelling Size	+3,725	+6,425	+1,350
Dwelling Age/Condition	0	0	0
Dwelling Quality/Appeal	0	-27,900	-27,900
Garage	+5,720	+4,720	+5,600
“Other”	<u>0</u>	<u>0</u>	<u>0</u>
Indicated Value Of Subject	\$160,945	\$162,245	\$164,050

The range of the adjusted comparables is \$160,945 to \$164,050. The mean of the sales is \$162,413±, while the median is \$162,245. Each of the sales is given consideration. Sale Two is the most recent sale having occurred in 2017.

In my opinion, the indicated market value of the subject property by the Sales Comparison Approach is:

\$162,000

The preceding represents the estimated market value of the fee simple estate of subject by the Sales Comparison Approach.

INCOME CAPITALIZATION APPROACH

In the Income Capitalization Approach, the current rental income is shown with deductions for vacancy and credit loss and operating expenses. A conclusion about the prospective Net Operating Income of the property is developed. In support of this Net Operating Income estimate, operating statements for the previous years may be reviewed, together with available operating-cost estimates. An applicable capitalization method and appropriate Capitalization Rate are developed for use in computations that lead to an indication of value by the Income Capitalization Approach.

The following definitions are necessary before applying the Income Capitalization Approach to the subject property:

*"Potential Gross Income (PGI) is the total income attributable to property at full occupancy before vacancy and operating expenses are deducted."*²⁰

*"Effective Gross Income (EGI) is the anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income."*²¹

*"Net Operating Income (NOI) is the actual or anticipated net income that remains after all operating expenses are deducted from effective gross income but before mortgage debt service and book depreciation are deducted. Note: This definition mirrors the convention used in corporate finance and business valuation for EBITDA (earnings before interest, taxes, depreciation, and amortization)."*²²

*"Overall Capitalization Rate (Ro) is the relationship between a single year's net operating income expectancy and the total property price or value ($R_o = I_o/V_o$)."*²³

*"Direct Capitalization is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step, either by dividing the net income estimate by an appropriate capitalization rate or by multiplying the income estimate by an appropriate factor. Direct capitalization employs capitalization rates and multipliers extracted or developed from market data. Only one year's income is used. Yield and value changes are implied, but not explicitly identified."*²⁴

The Income Capitalization Approach is not utilized to estimate the market value of the subject property. Dwelling rentals are not typically the basis on which properties of the subject nature are purchased and sold in the Market Area.

²⁰ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 173.

²¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 74

²² Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 158

²³ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 165

²⁴ Appraisal Institute, *The Dictionary of Real Estate Appraisal* – Sixth Edition, (Chicago: Appraisal Institute, 2015), P. 65

RECONCILIATION

Reconciliation is the part of the valuation process in which the appraiser attempts to resolve differences among the value indications derived from the application of the approaches. The conclusion drawn in the reconciliation is based on the appropriateness, the accuracy, and the quantity of the evidence in the entire appraisal.

The following values for the subject property were indicated:

Cost Approach	=	Not Utilized
Sales Comparison Approach	=	\$162,000
Income Capitalization Approach	=	Not Utilized

Cost Approach

The Cost Approach is based, in part, upon the principle of substitution. This principle is basic to the Cost Approach and holds that no prudent investor would pay more for an existing property than the cost to acquire the site and construct improvements of equal desirability and utility without undue delay. Other appraisal principles that relate to the Cost Approach are: Supply and demand; balance; externalities; and, highest and best use.

The Cost Approach was not applied as a result of this valuation method not typically being the basis on which properties of the subject's nature are purchased/sold in the Market Area. Application of the Cost Approach to Value was not considered necessary to produce credible appraisal results for the subject property.

Sales Comparison Approach

Certain principles are also basic to the Sales Comparison Approach: Substitution; supply and demand; balance; and, externalities. Again, the principle of substitution is very important. This principle states that the value of a specific property generally is set by the price necessary to acquire a substitute property of equivalent utility.

In the Sales Comparison Approach, comparable improved sales were presented and analyzed in comparison to the subject property. The unit of comparison was whole property. Adjustments were made to the sales for differences with respect to subject; the adjustments are believed market supported. The value of subject was estimated from within the adjusted range of the comparables.

The strength of the Sales Comparison Approach is the availability of recent and reliable comparable improved sales. A weakness of the Sales Comparison Approach is that each of the comparable sales required adjustments in the comparison process with subject. Overall, the reliability of the Sales Comparison Approach is considered to be good in estimating the market

value of the improved subject property. The Sales Comparison Approach was also utilized in the valuation of the subject site “as vacant.” Sufficient land sales data was available.

Income Capitalization Approach

The application of the Income Capitalization Approach is based on the operation of value influences and appraisal principles. The appraisal principles considered are: Anticipation and change; supply and demand; substitution; balance; and, externalities. Anticipation and change are very important. The principle of anticipation states that value is created by the expectation of benefits to be derived in the future. Income Capitalization methods attempt to forecast future benefits and estimate their present value. The Income Capitalization Approach also focuses on how change affects the value of income-producing properties.

The Income Capitalization Approach was not applied in this valuation assignment. Dwelling rentals are not typically the basis for buy/sell decisions on properties of the subject nature in this Market Area. Application of the Income Capitalization Approach was not considered necessary to provide credible appraisal results for the subject property.

Final Value

In the final value analysis the Sales Comparison Approach was relied upon.

In my opinion, the market value of the fee simple interest in the subject property, as of June 23, 2017, was as follows:

**ONE HUNDRED AND SIXTY-TWO THOUSAND DOLLARS
(\$162,000)**

The preceding value estimate reflects terms equivalent to cash to the owner and represents that for real property only. No personal property has been included in this report.

The market value estimate is based upon the following Extraordinary Assumptions:

- 1. Subject and adjacent properties are in compliance with all applicable EPA regulations;**
- 2. Subject electrical, plumbing and HVAC systems are adequate and in working order;**
- 3. Subject will be utilized in compliance with current zoning regulations; the property is currently subject to a conditional use; however, the property is proposed to be marketed.**

If any, or all, of these Extraordinary Assumptions prove to be untrue, the preceding value estimate could be influenced.

Additional Assumptions and Limiting Conditions appear in the Introduction Section of this report.

The estimated exposure time for the subject property is one year, or less. This was determined from an analysis of market conditions and comparable sales.

EXPOSURE TIME

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold at the market value concluded in this analysis as of the date of this valuation.

The exposure times of Comparable Improved Sales One, Two, and Three utilized in the Sales Comparison Approach were indicated to be 63± days, 51± days, and 49± days, respectively. Based on MLS data, the average exposure time for single-family dwelling sales in Washington County for the twelve months preceding the effective date of this report was indicated to be 98± days, while the median was indicated to be 70± days; this is based on 3,470 transactions.

As stated previously in this report, the Market Area is considered to be well located near major thoroughfares and in close proximity to major area employers, schools, churches, shopping, etc. Some redevelopment is occurring in the area. Overall real estate market conditions in Northwest Arkansas have previously been discussed in this report. The single-family residential sector is considered strong at the present time with good activity levels and significant new construction. The outlook for the residential sector through the remainder of 2017 is considered good. The near term outlook for the Northwest Arkansas real estate market is considered positive.

In my opinion, a one-year or less exposure time is applicable for subject.

PART IV-ADDENDA

FILED

KNOW ALL MEN BY THESE PRESENT:

'77 JUL -7 P 2:31

That University Baptist Church, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid by City of Fayetteville, Arkansas, a municipal corporation, does hereby grant, bargain and sell unto the said City of Fayetteville, Arkansas, and unto its successors and assigns, the following described lands, situate in Washington County, Arkansas, to-wit:

Lot Numbered Seven (7) in Block Numbered Three (3) of Eastwood Subdivision to the City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

TO HAVE AND TO HOLD The said lands and appurtenances thereunto belonging unto the said City of Fayetteville, Arkansas, and unto its successors and assigns forever. And the said University Baptist Church does hereby covenant that it is lawfully seized of said land and premises; that same is unencumbered, and it will forever warrant and defend title to said lands against all claims whatever.

Witness the hand and seal of the University Baptist Church this 6th day of July, 1977.

UNIVERSITY BAPTIST CHURCH

BY Gary Renegar
Gary Renegar, Chairman of Deacons

ATTEST:

James Hunt
James Hunt, Asst. Chairman of Deacons

ACKNOWLEDGMENT

STATE OF ARKANSAS)
") ss.
COUNTY OF WASHINGTON)

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Gary Renegar, Chairman of Deacons and James Hunt, Assistant Chairman of Deacons, of University Baptist Church, to me well known as the persons executing the foregoing Deed, and stated that they had executed same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public this 6th day of July, 1977.



Parcel: 765-05033-000
Prev. Parcel: 138693-000-00
As of: 6/28/2017

Washington County Report

ID: 39432

Property Owner

Name: CITY OF FAYETTEVILLE

Property Information

Physical Address: 833 N CROSSOVER RD Fayetteville

Mailing Address: 113 W MOUNTAIN ST
FAYETTEVILLE, AR 72701-6083

Subdivision: EASTWOOD S/D

Block / Lot: 003 / 007

Type: (EG) Ex. Government

S-T-R: 11-16-30

Tax Dist: (011) FAYETTEVILLE SCH, FAY

Size (Acres): 0.000

Millage Rate: 57.45

Extended Legal: PT LOT 7 BLOCK 3 FIRE STATION

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:			
Building:			0
Total:			

Taxes

Estimated Taxes:	\$0
Homestead Credit:	\$0

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Deed Transfers

Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
1/1/1985	934	893	N/A	0.00	\$0	CITY OF FAYETTEVILLE, ARKANSAS	N/A	N/A

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2015		
2016		

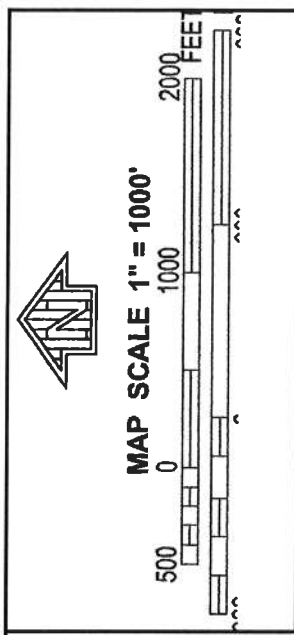
Parcel: 765-05033-000
Prev. Parcel: 138693-000-00
As of: 6/28/2017

Washington County Report

ID: 39432

Map





FIRM

FLOOD INSURANCE RATE MAP

WASHINGTON COUNTY,

ARKANSAS

AND INCORPORATED AREAS

PANEL 210 OF 575
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY:	NUMBER:	PANEL SUFFIX:
WASHINGTON COUNTY	050216	F
FAYETTEVILLE CITY OF	050216	F
JOHNSON CITY OF	050216	F

MAP NUMBER
05143C0210F

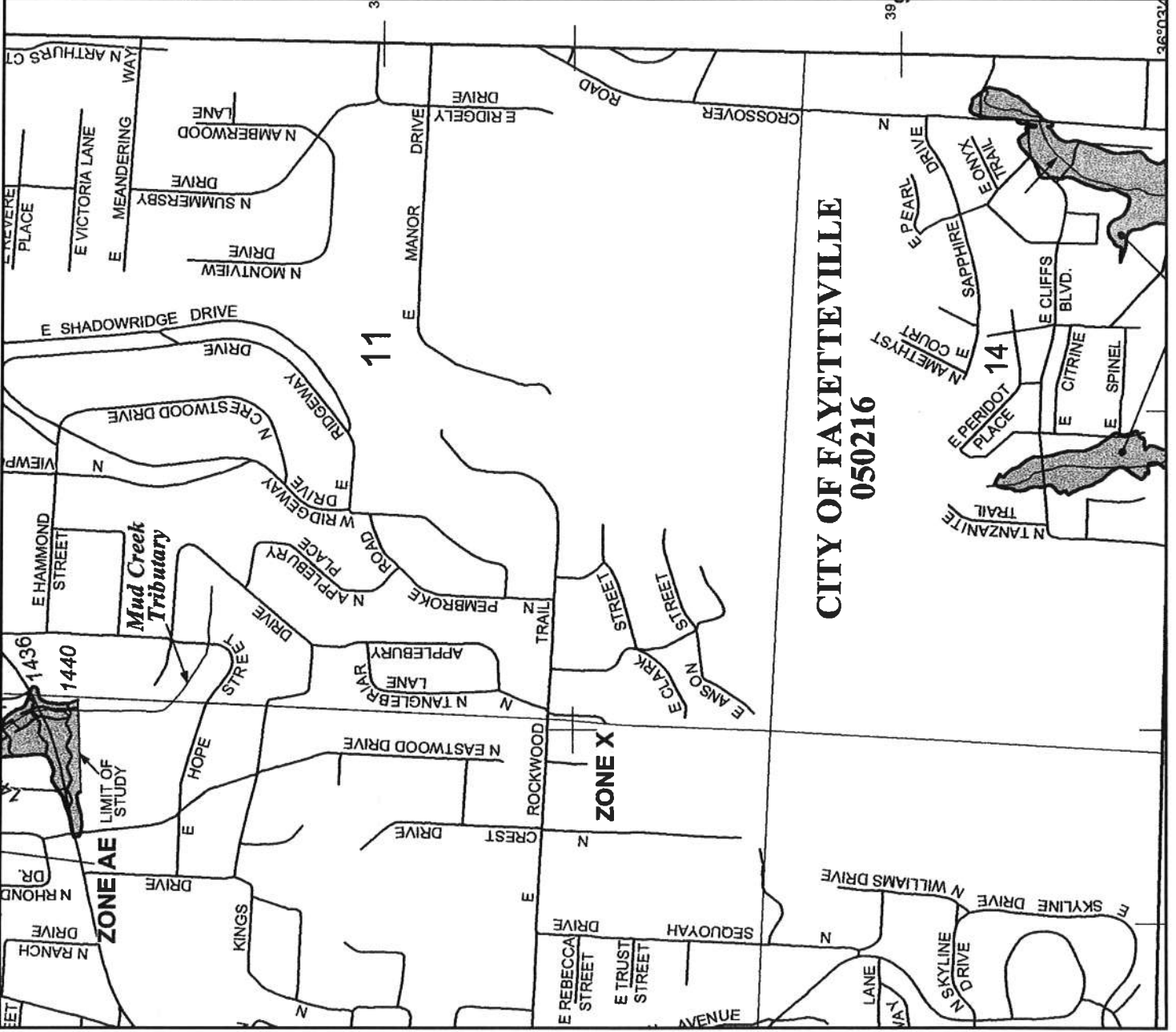
MAP REVISED
MAY 16, 2008



Federal Emergency Management Agency

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.nrc.fema.gov





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0413

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 8

STORMWATER UTILITY STUDY INTENT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED \$200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, following the major flooding experienced in the City of Fayetteville during April 2017, the City Council expressed a desire to research the feasibility of creating a stormwater utility program; and

WHEREAS, staff recommends that the City utilize the experience of a professional consultant well versed in establishing stormwater utilities and anticipates the study can be completed for under \$200,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses its intent to fund a study to evaluate the feasibility of creating a stormwater utility program in an amount not to exceed \$200,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2017-0413

Legistar File ID

8/15/2017

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

Chris Brown

7/28/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment

Budget Impact:

1010.090.6600-5314.00

General Fund

Account Number

Fund

17008

Stormwater Utility Feasability Study

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 200,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 200,000.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

MEETING OF AUGUST 15, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: August 1, 2017

SUBJECT: Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment.

RECOMMENDATION:

Approval of the City's expression of intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment.

BACKGROUND:

Like many cities throughout the state and nation, the City of Fayetteville experiences issues with stormwater runoff. These issues stem from many sources including, but not limited to, aging infrastructure, maintenance of system capacity, manpower to perform systematic inspections and the lack of formal drainage systems in many older areas of the City. In order to address these concerns, the City has historically funded maintenance and new projects directly from the Capital Improvement Plan (CIP). However, there are many needs within the City that require funding from the CIP and, at least in recent years, the funding for stormwater has been inadequate to comprehensively address stormwater issues. In order to develop a comprehensive solution, funding is required for manpower and equipment as well as multiple capital projects, some of which will require in excess of \$1 million dollars for each project. Given the current funding levels, it would take many years in order to address just one of those projects.

DISCUSSION:

As you are aware, the City of Fayetteville experienced a major flooding event in April of 2017. As a follow up to that event, City staff presented the results of an investigation into the stormwater drainage system to Council at agenda session in June of this year. This investigation revealed funding needs in excess of \$15 million dollars to address the drainage issues that the City is aware of at this time. Also during this presentation, several funding sources were identified in order to begin to address these issues. However, given the extent of funding required, council expressed the desire to research a stormwater utility in order to provide an adequate funding source to begin to address the issues related with the stormwater system as well as maintain the system into the future.

In order to accomplish this task, staff is recommending the City utilize the experience of a professional consultant versed in establishing stormwater utilities. This will aid in developing a system that will ensure that the current and future needs are met. The engineering division would aid in the procurement of the professional service and organization of the appropriate resources to identify the funding needs as well as the structure of a potential stormwater utility program.

BUDGET/STAFF IMPACT:

The cost of the study will depend heavily on the defined scope, however, staff anticipates that the investigation would not exceed \$200,000. The funding source would need to be general fund reserves as this was not a budgeted project in 2017 and no funding is available for this project at this time.

Attachments:

April 29, 2017 Flood Event Summary

April 28-30, 2017 Flooding Event



FAQ

- How much rain did we get?
- Was it a 100-year event?
- What area saw most flooding?
- What can the City do to help?

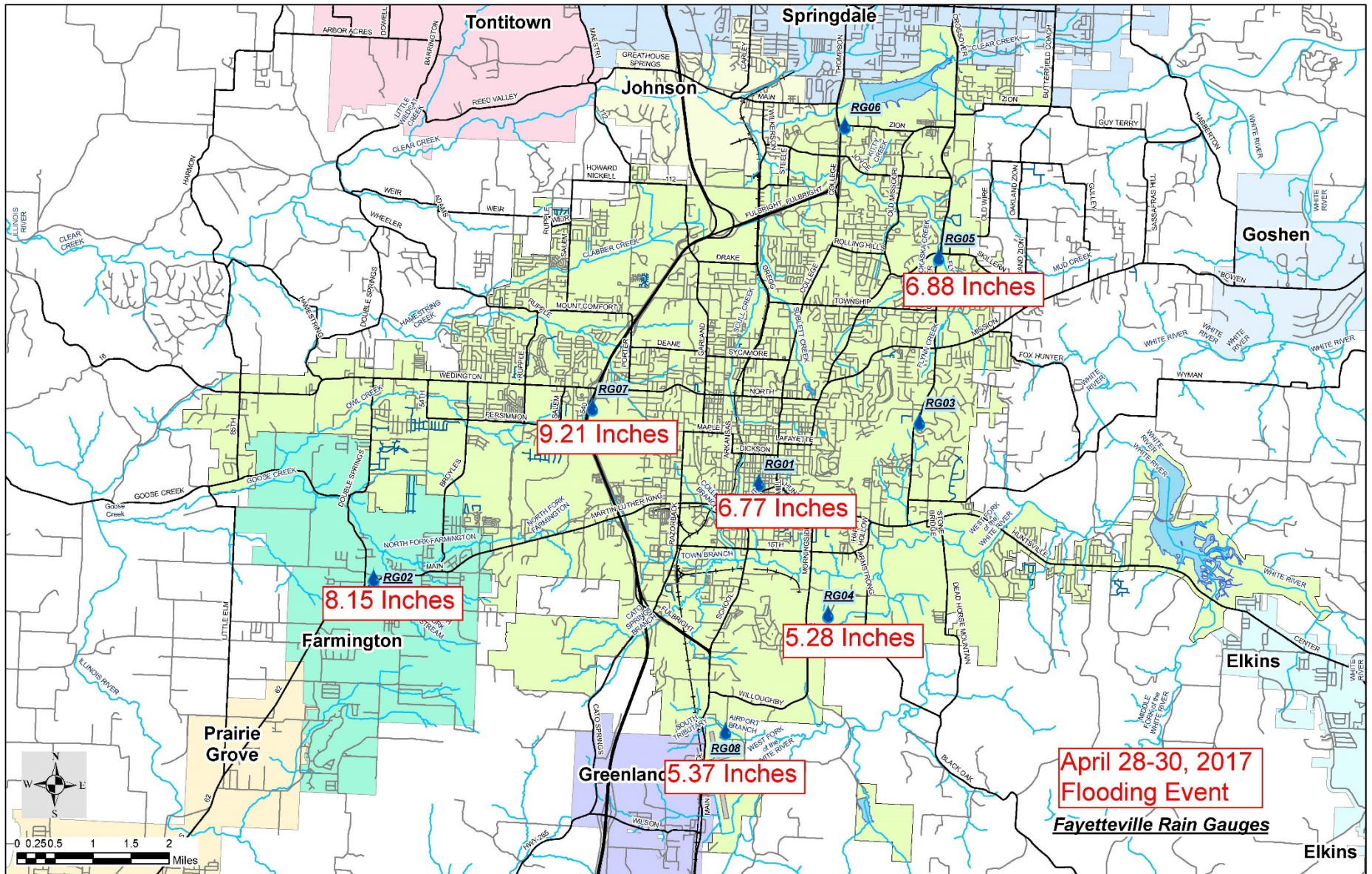


100-Year Event



- Total 24 hour precipitation
- Intensity (inches per hour) of precipitation
- Observed stream levels/high water marks





100-Year 24 hour Rainfall: 7.91 Inches

Total Precipitation April 28th-April 30th
City Rain Gauges

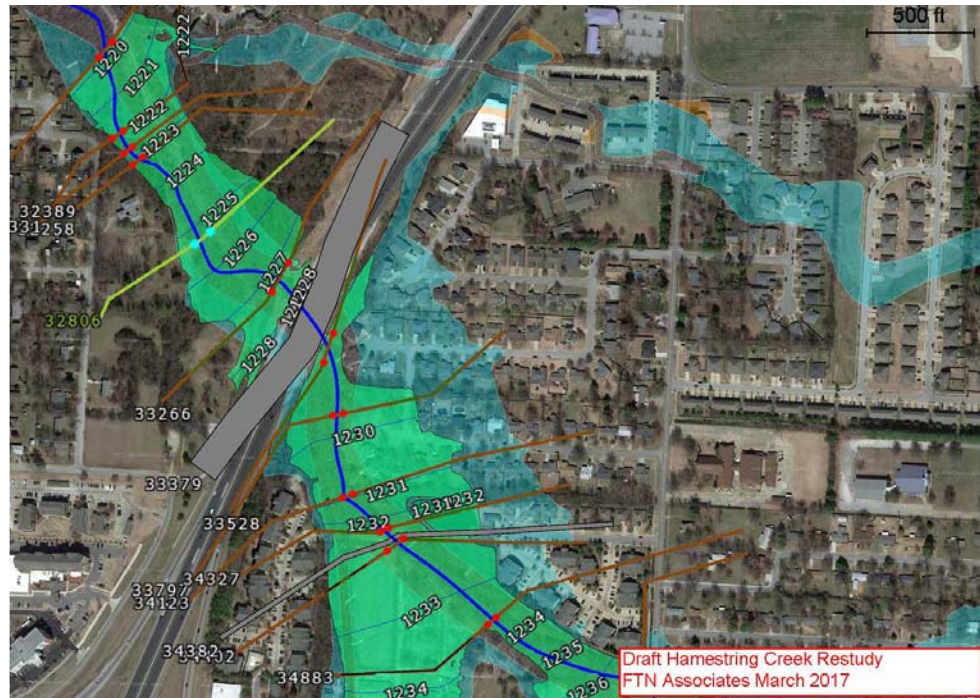
Intensity

- Highest intensity between 4:45 PM and 8:45 PM on Saturday 29th
- Between 2.01 and 5.65 inches of rain during that 4 hour time period
- Highest Intensity: 0.83 inches rain in 15 minute period (3.32 in/hr)
- Over 0.5 inches in 15 minutes common

Observed HW Marks

2663 W Megan Drive

- Observed HW Mark Elevation: 1230.9
- Anticipated 1% Annual Chance (100-year) event: 1230.7



Observed HW Marks

1189 N West End

- Observed HW Mark Elevation: 1233.6
- Anticipated 1% Annual Chance (100-year) event: 1234.0



Observed HW Marks

191 E Rebecca St

- Observed HW Mark Elevation: 1390.1
- Anticipated 1% Annual Chance (100-year) event: 1392.5



Stream Gauges

Mud Creek at Greg/Wilkerson:

- Peak Gauge Height 17.5 (Approximately 1181.5 Elevation)
- Anticipated 10% Annual Chance(10-year) event: 1180.5
- Anticipated 2% Annual Chance (50-Year) event: 1182.0
- Anticipated 1% Annual Chance (100-year) event: 1183.0

Stream Gauges

Town Branch at Armstrong:

- Peak Gauge Height 17 (Approximately 1188.75 Elevation)
- Anticipated 1% Annual Chance (100-year) event: 1190.7

Niokaska at Township

- Peak Gauge Height 6.92
- Correlates with an estimated 4% Annual Chance (25-year) Event

Street Flooding



S 15th Street



N Porter Road

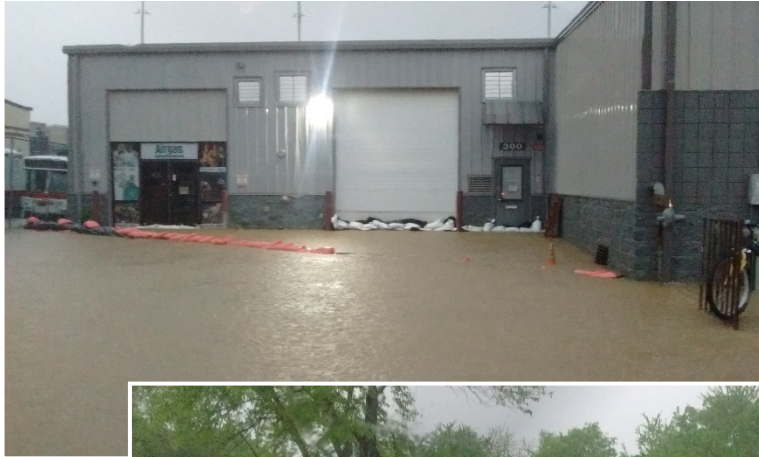


N College Ave @ Sunbridge



W Poplar Street

Structure Flooding



Estimate 45-50 structures with various levels of flooding that have been reported

Property Damage/Yard Flooding

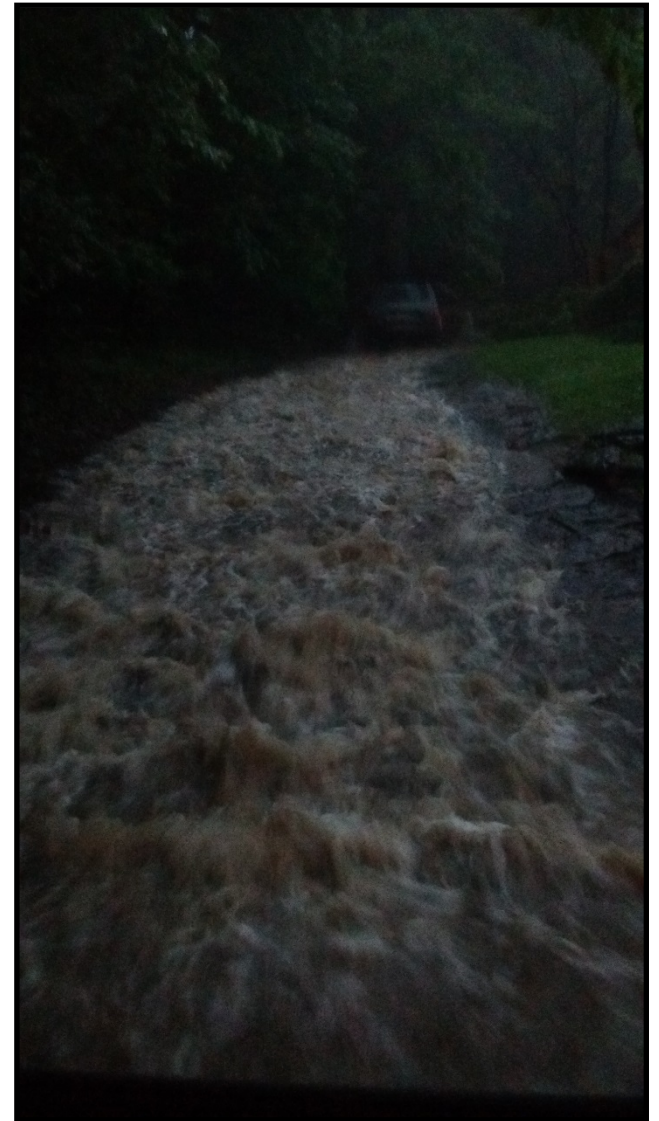
Fence Damage
Valley Drive



Structure/Yard
Flooding



Driveway
Flooding



Property Damage/Yard Flooding



E Rebecca Property Flooding



E Spyglass Hill Property Flooding

Property Damage/Yard Flooding



College and Rebecca Parking



West of Holly/Sang Intersection



N Fowler Ave



N Lewis Ave

Service Requests

Categories

- Maintenance
- Capital
 - Small Projects
 - Medium Projects
 - Large Projects

Hansen Information Technologies - Version 7.7 (hansenproduction)

File Asset Application Review Inspection Work Order PM Customer Part Window

Service Request Lookup

Service # Taken By Inspector
Problem Priority Source Responsibility Project
Res Code District Area Sub-area Map #
Problem To Request Status Properties

Service Request Address Search Criteria

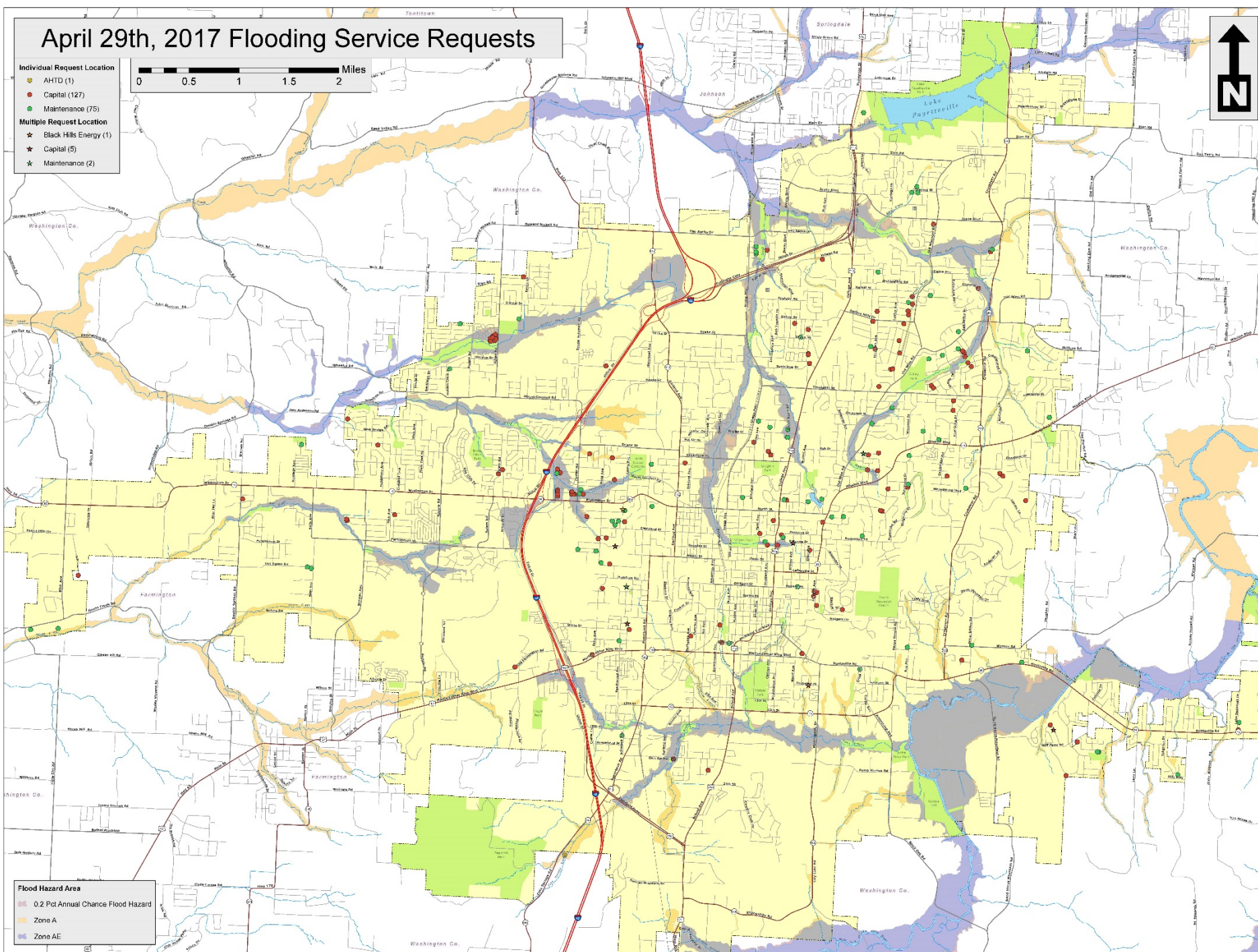
Service #	Problem	Problem Date	Link #	Type	Address			
170721	EN320	04/27/2017	16.21	0	A	318 E	DICKSON	ST
170788	EN320	04/29/2017	08.07	0	A	6020 W	CINDY HOLLOW	LN
170792	EN320	05/01/2017	08.40	0	I	W	OLD FARMINGTON	RD
170793	EN320	05/01/2017	08.45	0	A	1404 E	ELMWOOD	DR
170794	EN320	04/30/2017	08.45	0	A	3965 N	GRACE SPRINGS	LN
170801	EN320	05/01/2017	09.19	0	A	1610 E	WOODBROOK	DR
170811	EN320	05/01/2017	10.00	0	A	242 E	DRAKE	ST
170813	EN320	05/01/2017	10.02	0	A	2103 W	LOREN	CIR
170816	EN320	05/01/2017	10.19	0	A	2069 E	COUNTRY	WAY
170817	EN320	05/01/2017	10.23	0	A	805 S	DINSMORE	TRL
170826	EN320	05/01/2017	11.17	0	A	2632 E	COUNTRY	WAY
170849	EN320	05/01/2017	15.18	0	A	5253 W	WEIR	RD
170859	EN320	05/01/2017	16.13	0	A	2735 N	ELIZABETH	AVE
170865	EN320	05/02/2017	08.07	0	A	1856 E	BRIARCLIFF	ST
170867	EN320	05/02/2017	08.19	0	A	2125 W	LOREN	CIR
170872	EN320	05/01/2017	08.51	0	A	1400 N	FOX HUNTER	RD
170895	EN320	05/02/2017	11.56	0	A	2371 N	GREEN ACRES	RD

Ready

April 29th, 2017 Flooding Service Requests

- Individual Request Location**
- AHTD (1)
 - Capital (127)
 - Maintenance (75)
- Multiple Request Location**
- Black Hills Energy (1)
 - Capital (5)
 - Maintenance (2)

0 0.5 1 1.5 2 Miles

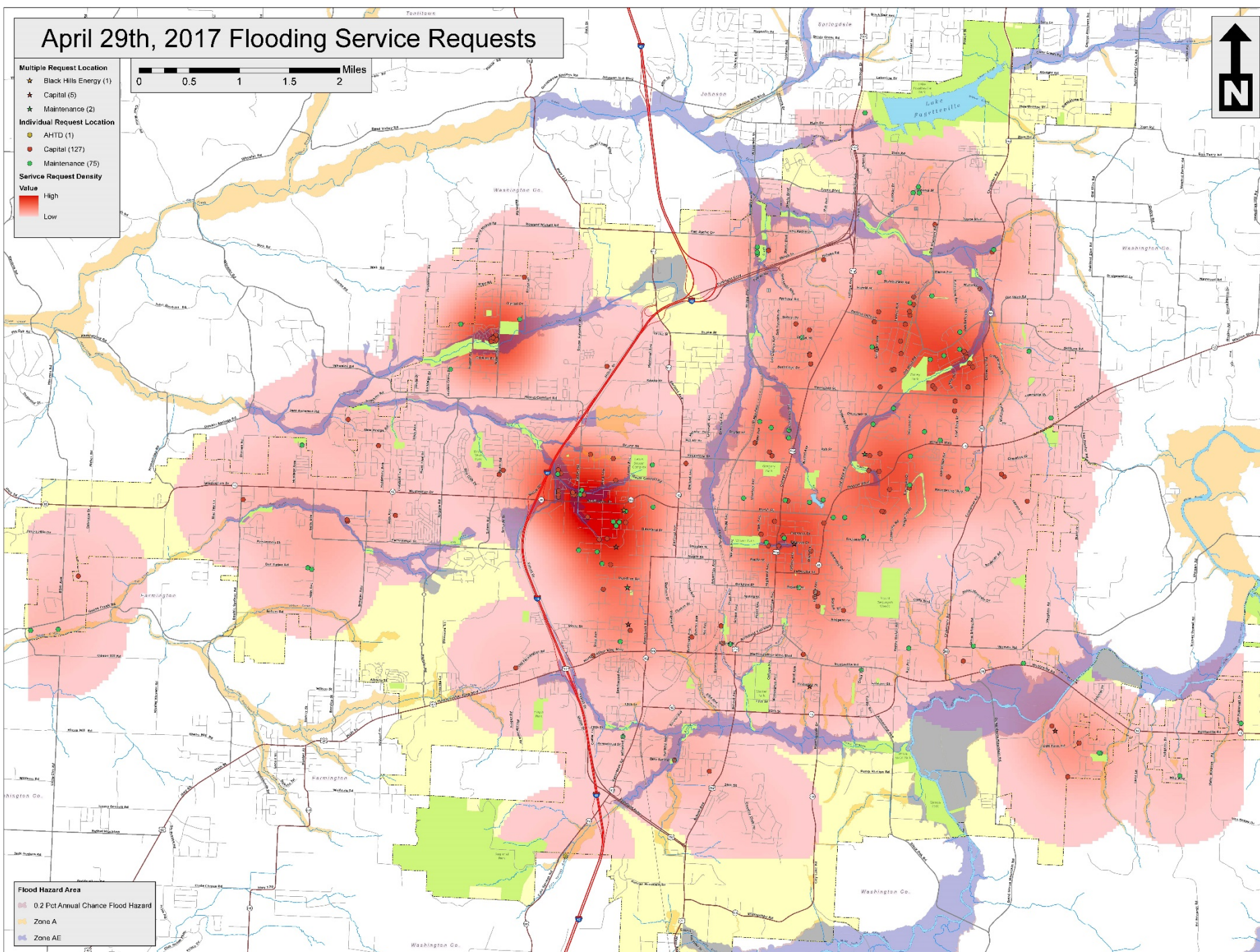


- Flood Hazard Area**
- 0.2 Pct Annual Chance Flood Hazard
 - Zone A
 - Zone AE

April 29th, 2017 Flooding Service Requests

- Multiple Request Location**
- ★ Black Hills Energy (1)
 - ★ Capital (5)
 - ★ Maintenance (2)
- Individual Request Location**
- AHTD (1)
 - Capital (127)
 - Maintenance (75)
- Service Request Density**
- Value
- High
- Low

0 0.5 1 1.5 2 Miles



- Flood Hazard Area**
- 0.2 Pct Annual Chance Flood Hazard
 - Zone A
 - Zone AE

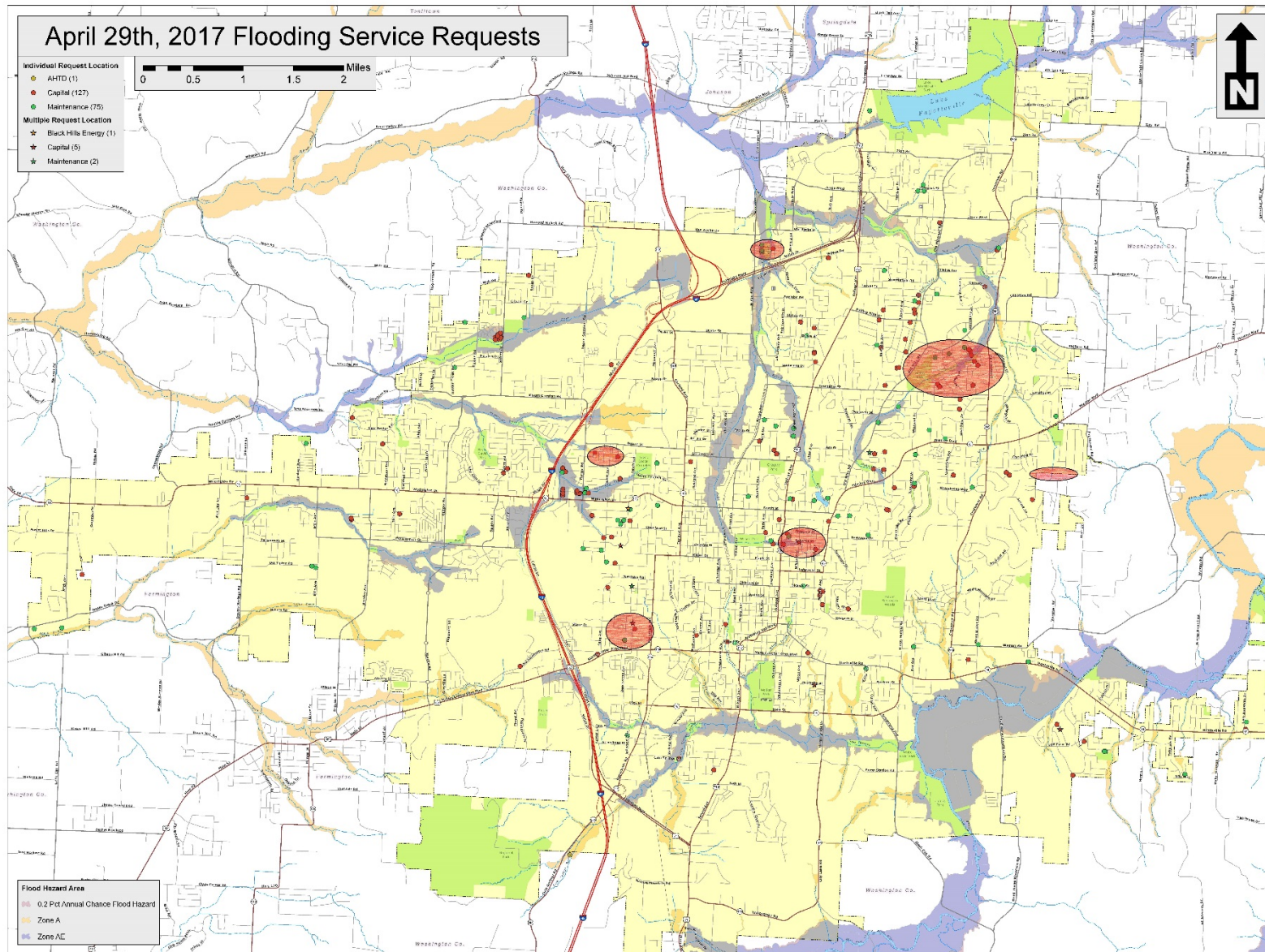
Maintenance

- Projects include
 - Clearing debris from ditches, culverts, inlets, channels
 - Restoring ditch capacity
 - Includes labor only, no materials
 - Historically deferred due to other priorities
 - Occurs throughout the City

Small Drainage Projects

- Projects include
 - Anything under \$500,000
 - Culvert replacement/size increase
 - Curb/Inlet construction
 - Increase inlet capacity
 - Create ditches/swales to divert runoff
 - Occurs throughout the City

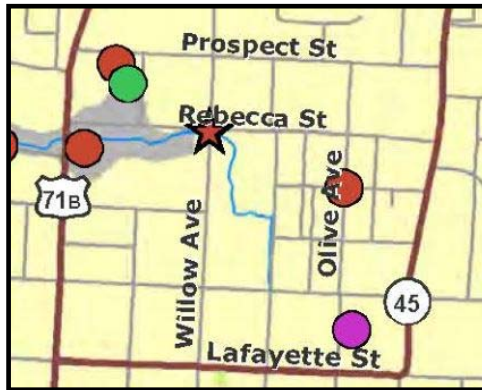
Medium Drainage Projects



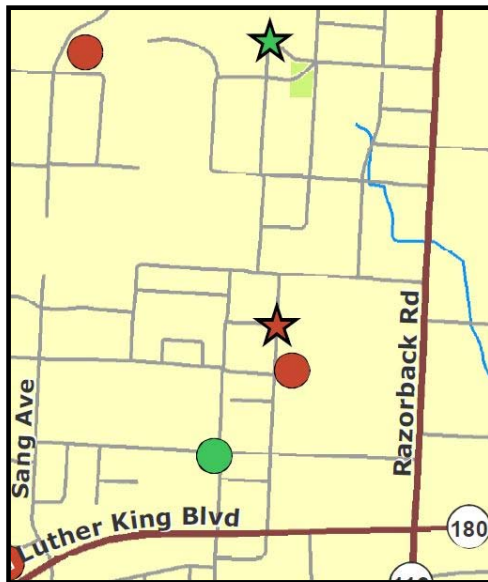
Medium Drainage Projects

- Projects include
 - Anything between \$500K and \$1 Mil
 - Similar to Small Projects but larger scale
 - Culvert replacement/size increase
 - Increase inlet capacity
 - Install culvert/inlets/curb where none existed

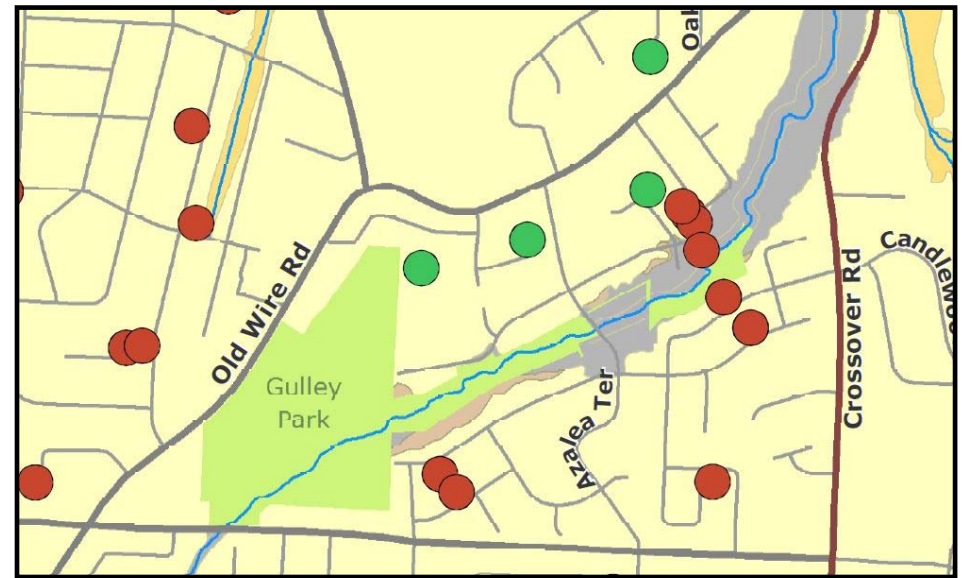
Medium Drainage Projects



Upper Scull Phase II



Eastern Ave



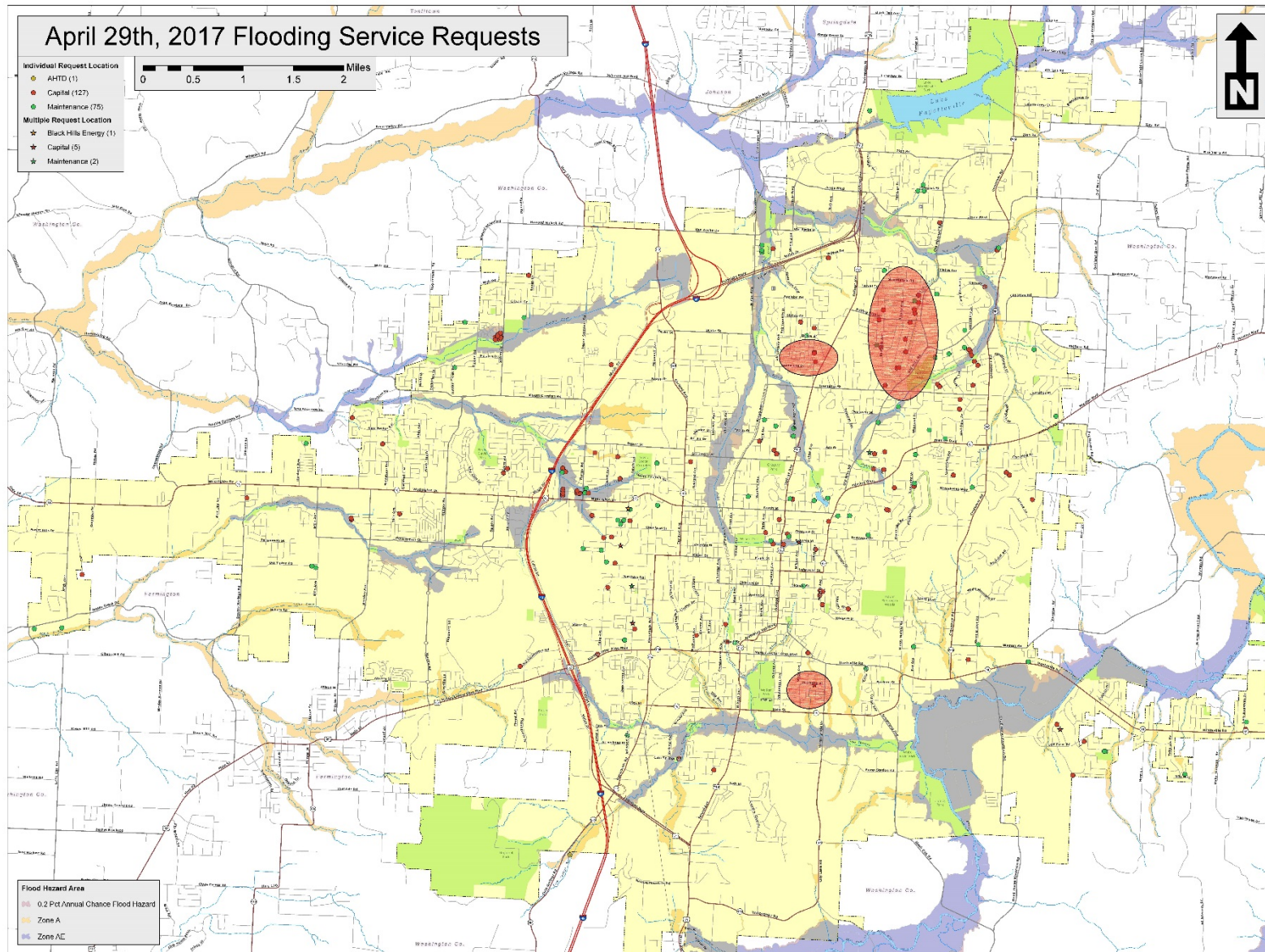
1-Boxwood Ave/Ashbrook Dr

2-E Country Way/E Ferguson Ave

Stream Erosion Ranking System (later this year)

- | | |
|-------------------|--------------------|
| • Sandpiper Dr | • WF White River |
| • N Ashbrook | • Rocky Branch |
| • Sweetbriar Park | • More Rural Areas |

Large Drainage Projects



Large Drainage Projects

- Projects include
 - Anything over \$1 Mil
 - Large scale projects implemented throughout entire watersheds
 - Have been considered previously but deferred due to cost

Large Drainage Projects

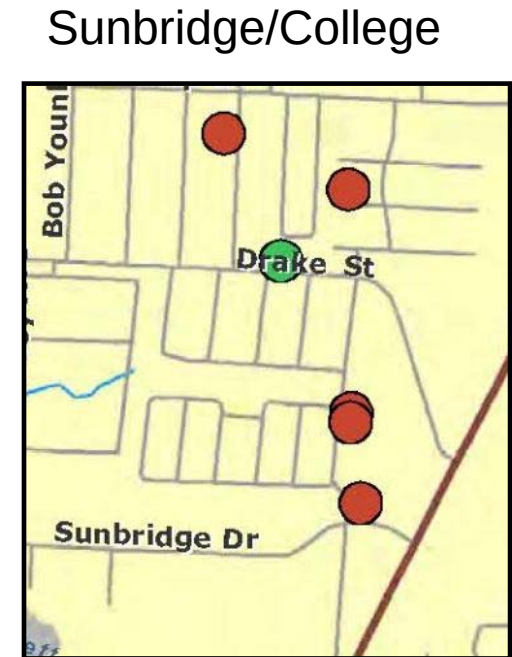
\$1 Million Plus



Missouri Creek



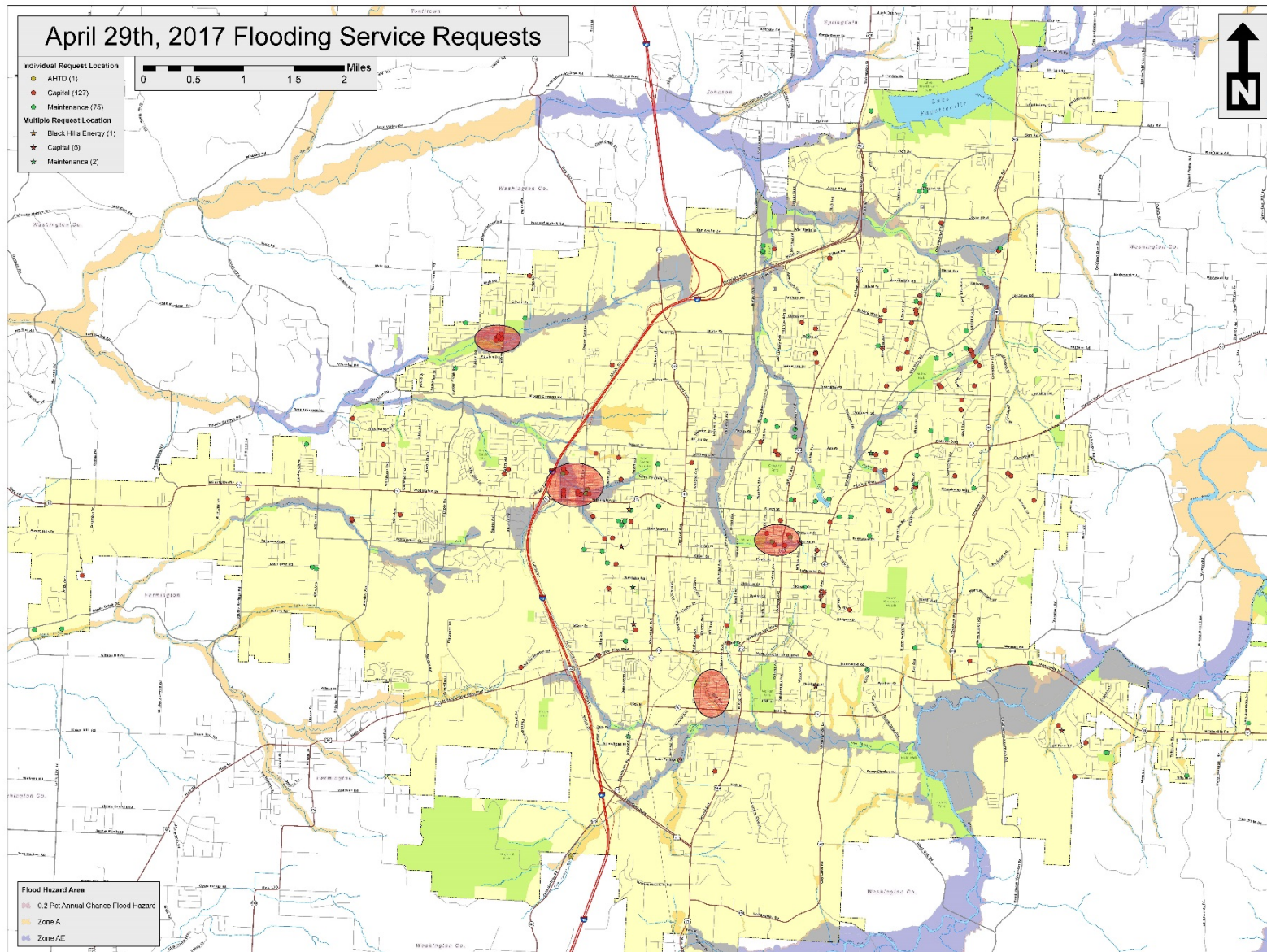
Elmhurst/McClinton



Sunbridge/College

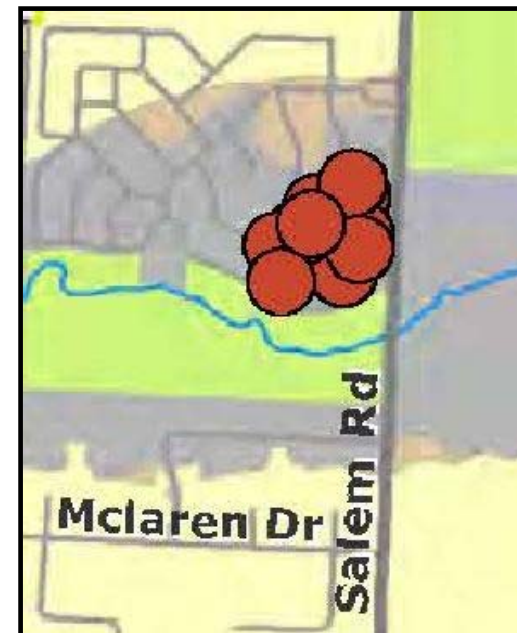
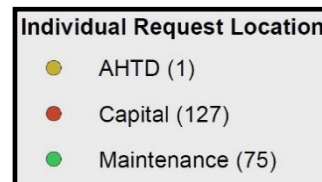
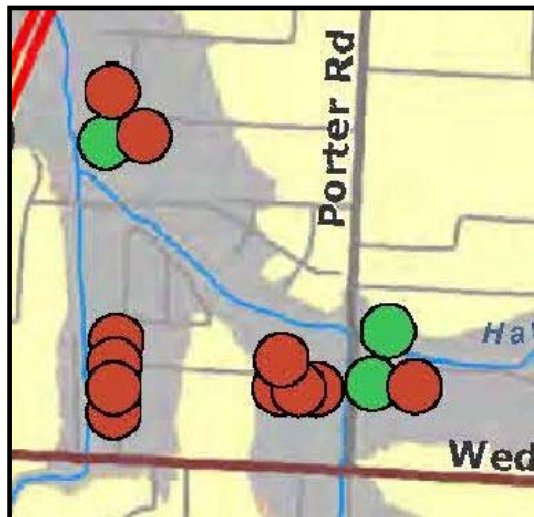
Individual Request Location	
●	AHTD (1)
●	Capital (127)
●	Maintenance (75)

Additional Flood Study



Additional Flood Study Needed

- Large floodplains w/limited solutions
 - Clabber Creek at Salem Drive
 - Ellis Ave between S Hill and S 15th
 - Scull Creek College Ave Crossing
 - Hamestring @ I-49



Where to Begin?

- Project size
 - Complete large projects or greater number of smaller projects
- Severity of property damage
 - Structure damage, property damage, nuisance drainage
- Length of time known
- Number of residents impacted

\$ How Much \$

- Overall cost estimated \$15 to \$20 million
- Maintenance: 83 Projects; \$100K
- Small: 92 Projects; \$2.5 Mil
- Medium: 6 Projects; \$3 Mil
- Large: 3 Projects; \$8 Mil
- Does not include
 - labor costs for maintenance projects
 - capital costs for those projects in need of flood study

Funding Mechanisms

- Capital Improvement Program
- Future Bond Issue
- Stormwater Utility

Stormwater Utility

- Permanent Revenue Stream
 - Maintenance/Operations
 - Capital Improvements
 - Water Quality Monitoring
 - MS4 and other permitting
 - Stream Restoration
- Allows for more robust incentive use LID
- Provide flexibility for developer
 - Cost of system versus on-site mitigation

Stormwater Utility

- Further investigation required:
 - Determine funding needs
 - Projects, ongoing maintenance, staff, administration of program
 - Potential structure: flat rate versus sliding scale based on impervious area
 - Determine appropriate rate
 - Rebates for LID and other runoff reduction measures

Next Steps



- Priority List
- Funding Mechanism
- Questions?
 - Contact the
Engineering Division,
575-8206
engineering@fayetteville-ar.gov

Disaster Declaration

Funding available for public infrastructure and private individuals

- Apply directly to FEMA for approval
- Only pays to repair, no upgrades, to public infrastructure
- Some grants can pay to elevate, floodproof or purchase/demolish structures

<https://www.disasterassistance.gov/>

1-800-621-FEMA (3362)

Budget Year	Division	Adjustment Number
2017	ENGINEERING (621)	
	Requestor: Chris Brown	

Express the City's intent to complete a study evaluating the feasibility of a stormwater utility to provide a means by which to address stormwater needs throughout the City, to approve funding for the study and to approve a budget adjustment

	COUNCIL DATE:	8/15/2017
	LEGISTAR FILE ID#:	2017-0413
		Barbara Fell
		8/1/2017 4:00 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: 2017-0436

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 9

INTERNET/ONLINE SALES TAX SUPPORT:

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

WHEREAS, the City of Fayetteville recognizes that legislation frequently referred to as the Marketplace Fairness and Remote Transactions Parity Act ("This Legislation") is being considered by the United States Congress; and

WHEREAS, Senate Bill 140 of 2017 was considered by the Arkansas General Assembly during the 2017 regular legislative session, but not passed; and

WHEREAS, this legislation would give states the authority to enforce local and state taxes that are already in place and owed by out-of-state online retailers; and

WHEREAS, all businesses, regardless of their physical location, should be required to collect and remit state and local sales tax; and

WHEREAS, the playing field, as it currently stands, favors out-of-state internet retailers that exploit a pre-internet loophole, allowing them to evade collecting state and local sales tax even though they sell the same products in the same communities as local merchants do; and

WHEREAS, as it currently stands, stores with a local retailer must collect sales tax while online stores do not, thereby enabling online stores to undercut local retail prices; and

WHEREAS, this legislation is not a new tax or a tax increase, but rather enables states to collect taxes that are already due; and

WHEREAS, this legislation would generate more sales, pay more sales tax to the state treasury, encourage more local retailers, create jobs for local workers and infuse more money into local economies throughout the State of Arkansas.

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 urges members of the Arkansas Congressional Delegation and the Arkansas Legislature to work for passage and vote in favor of legislation requiring the collection and remittance of state and local sales tax by all retailers thus making for competition in a true free market and giving every business an equal opportunity to compete, innovate and create jobs.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby urges Governor Asa Hutchinson to call for a special session as quickly as possible to address this most important issue for the benefit of the state's local retail businesses and its citizens.

Legistar ID No.: 2017-0436

AGENDA REQUEST FORM

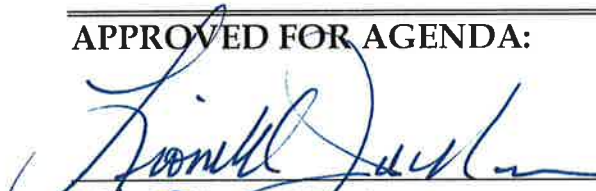
FOR: Council Meeting of August 15, 2017

FROM: Mayor Lioneld Jordan

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

APPROVED FOR AGENDA:



Mayor Lioneld Jordan

8/1/17

Date



Assistant City Attorney Blake Pennington
(as to form)

8-1-2017

Date

RESOLUTION NO. _____

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

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Section 2: That the City Council of the City of Fayetteville, Arkansas hereby urges Governor Asa Hutchinson to call for a special session as quickly as possible to address this most important issue for the benefit of the state's local retail businesses and its citizens.

PASSED and **APPROVED** this 15th day of August, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0357

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: E. 1

AGENDA SESSION PRESENTATION- FAYETTEVILLE CHAMBER OF COMMERCE
BI-ANNUAL UPDATE



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0359

Agenda Date: 8/15/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: E. 2

AGENDA SESSION PRESENTATION- STARTUP JUNKIE CONSULTING, LLC BI-ANNUAL
UPDATE

August 8, 2017 Agenda Session

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 8, 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:****Agenda Additions****A. Consent:**

☒ **A.1** 2016-0581

APPROVAL OF THE AUGUST 1, 2017 CITY COUNCIL MEETING MINUTES.

☒ **A.2** 2017-0399

GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$135,024.00 FOR THE POLICE DEPARTMENT

Attachments: GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
 BA HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

☒ **A.3** 2017-0404

JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,200.00 PER MONTH

Attachments: JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT

A. 42017-0410New
Bus. #1**SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$241.00 PER MONTH

Attachments: SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT

A. 52017-0433New
Bus. #2**SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR ADDITIONAL OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$160.00 PER MONTH

Attachments: SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:

A. 62017-0428**ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,968.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE A&P FACILITY ROOF AT DRAKE FIELD

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABI
BA ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REH

A. 72017-0429**ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$33,939.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE WINGS AVIONICS CORPORATE HANGAR ROOF AT DRAKE FIELD

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORAT
BA ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPO

~~A. 8~~ 2017-0416**2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

A RESOLUTION TO APPROVE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CDBG AGREEMENT FOR 2017 IN THE AMOUNT OF \$612,164.00 WHEN RECEIVED

Attachments: 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

~~A. 9~~ 2017-0419**COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$7,147.00 REPRESENTING DONATIONS TO THE COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RECEIVED FROM A HOUSING LIEN PAYOFF AND THE SALE OF CDBG-PURCHASED KITCHEN EQUIPMENT

Attachments: COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BL
BA COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMEN

~~A. 10~~ 2017-0420**BID #17-40 WWJD, INC.:**

A RESOLUTION TO AWARD BID #17-40 AND AUTHORIZE A ONE YEAR CONTRACT WITH WWJD, INC. D/B/A BBB SEPTIC AND PORTABLE TOILETS WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN AMOUNT NOT TO EXCEED \$10.00 PER 100 GALLONS FOR LEACHATE HAULING FROM THE FORMER C&L LANDFILL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-40 WWJD, INC.:
BA BID #17-40 WWJD, INC.

A. 11 2017-0414**DESTRUCTION OF CERTAIN RECORDS:**

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED AFFIDAVIT PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

Attachments: DESTRUCTION OF CERTAIN RECORDS

A. 12 2017-0401**AMEND RESOLUTION NO. 17-71:**

A RESOLUTION TO AMEND RESOLUTION NO. 17-71 BY APPROVING PAYMENT OF AN ADDITIONAL \$5,000.00 TO GRANT THORNTON, LLP AS REIMBURSEMENT FOR OUT OF POCKET EXPENSES

Attachments: GRANT THORNTON LLP

B. Unfinished Business: None**C. 1 Public Hearing:****C. 1** 2017-0424**JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, AND JAMES L. AND JUDITH A. HAZEN NEEDED FOR THE EXTENSION OF RUPPLE ROAD FROM WEST STARRY NIGHT VIEW TO MOUNT COMFORT ROAD

Attachments: JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION

D. New Business:

✓ D. 1 2017-0427**MEYER, SCHERER & ROCKCASTLE, LTD.:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH MEYER, SCHERER & ROCKCASTLE, LTD. AND THE FAYETTEVILLE PUBLIC LIBRARY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE LIBRARY EXPANSION RENOVATION PROJECTS IN THE TOTAL AMOUNT NOT TO EXCEED \$3,770,857.00 WITH THE CITY'S PORTION OF THE FEES NOT TO EXCEED \$2,639,599.90, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$377,086.00

Attachments: MEYER, SCHERER & ROCKCASTLE, LTD.

✓ D. 2 2017-0397**2018 EMPLOYEE BENEFITS PACKAGE:**

A RESOLUTION TO APPROVE THE 2018 EMPLOYEE BENEFITS PACKAGE

Attachments: 2018 EMPLOYEE BENEFITS PACKAGE

✓ D. 3 2017-0412**ADDITIONAL PERSONAL HOLIDAY TIME:**

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

Attachments: ADDITIONAL PERSONAL HOLIDAY TIME

✓ D. 4 2017-0422**VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):**

AN ORDINANCE TO APPROVE VAC 17-5868 FOR PROPERTY LOCATED AT 2615 NORTH CHARLESTON CROSSING TO VACATE A PORTION OF A GENERAL UTILITY EASEMENT

Attachments: VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES)

✓ ~~D. 5~~ 2017-0393

DIXIE LANDING, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR THE EXTENSION OF A WATER MAIN ALONG A PORTION OF FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE WITH THE CITY'S PORTION OF THE COST NOT TO EXCEED \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00

Attachments: DIXIE LANDING LLC

✓ ~~D. 6~~ 2017-0426

UNIVERSITY OF ARKANSAS MASTER AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER AGREEMENT WITH THE UNIVERSITY OF ARKANSAS REGARDING THE PLACEMENT OF UTILITIES WITHIN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS

Attachments: UNIVERSITY OF ARKANSAS MASTER AGREEMENT

✓ ~~D. 7~~ 2017-0396

833 NORTH CROSSOVER ROAD PUBLIC SALE:

A RESOLUTION TO AUTHORIZE THE MAYOR TO OFFER FOR PUBLIC SALE APPROXIMATELY 0.92 ACRES AND IMPROVEMENTS LOCATED AT 833 NORTH CROSSOVER ROAD FOR THE APPRAISED VALUE OF \$162,000.00

Attachments: 833 NORTH CROSSOVER ROAD PUBLIC SALE

✓ ~~D. 8~~ 2017-0413

STORMWATER UTILITY STUDY INTENT:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED \$200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: STORMWATER UTILITY STUDY INTENT
 BA STORMWATER UTILITY STUDY INTENT

~~D. 9~~ 2017-0436

INTERNET/ONLINE SALES TAX SUPPORT:

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

Attachments: INTERNET/ONLINE SALES TAX SUPPORT

E. City Council Agenda Session Presentations:

E. 1 2017-0357

AGENDA SESSION PRESENTATION- FAYETTEVILLE CHAMBER OF COMMERCE BI-ANNUAL UPDATE

E. 2 2017-0359

AGENDA SESSION PRESENTATION- STARTUP JUNKIE CONSULTING, LLC BI-ANNUAL UPDATE

F. City Council Tour:

G. Announcements:

H. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

The Agenda Meeting 8-2-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, August 8, 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:

Agenda Additions

A. ~~Consent:~~

A.1 ~~2016-0581~~

A.2 ~~APPROVAL OF THE AUGUST 1, 2017 CITY COUNCIL MEETING MINUTES.~~
~~2017-0399~~

GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING FUNDING FROM THE GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA IN THE AMOUNT OF \$135,024.00 FOR THE POLICE DEPARTMENT

Attachments: GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
BA HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)

A.3 ~~2017-0404~~

JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC LEASE AGREEMENT:

A RESOLUTION TO APPROVE A THREE YEAR LEASE AGREEMENT WITH JETT AIRCRAFT, LLC AND M.K. ROCKWELL INVESTMENTS, LLC FOR THE HANGAR LOCATED AT 4568 S. SCHOOL AVENUE AND OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$4,200.00 PER MONTH

Attachments: Jett Aircraft and M.K. Investments Council Packet

A✓4 2017-0410**SKYDIVE FAYETTEVILLE, LLC LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$241.00 PER MONTH

Attachments: Skydive Fayetteville City Council Packet

A✓5 2017-0433**SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:**

A RESOLUTION TO APPROVE A ONE YEAR LEASE AGREEMENT WITH SKYDIVE FAYETTEVILLE, LLC FOR ADDITIONAL OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING IN THE AMOUNT OF \$160.00 PER MONTH

Attachments: SKYDIVE FAYETTEVILLE, LLC ADDITIONAL OFFICE SPACE:

A✓6 2017-0428**ARKANSAS DEPARTMENT OF AERONAUTICS-A&P FACILITY ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$29,968.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE A&P FACILITY ROOF AT DRAKE FIELD

Attachments: A&P Facility Corporate Hangar Roof Rehab Grant Recognition
A&P Facility Budget Adjustment

A✓7 2017-0429**ARKANSAS DEPARTMENT OF AERONAUTICS-WINGS AVIONICS CORPORATE HANGAR ROOF REHABILITATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$33,939.00 RECOGNIZING GRANT FUNDS RECEIVED FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS FOR THE REHABILITATION OF THE WINGS AVIONICS CORPORATE HANGAR ROOF AT DRAKE FIELD

Attachments: Wings Avionics Roof Rehab Grant Recognition
Wings Avionics Budget Adjustment

AV8

2017-0416**2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG):**

A RESOLUTION TO APPROVE THE 2017 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTION PLAN, AND TO AUTHORIZE THE MAYOR TO EXECUTE THE CDBG AGREEMENT FOR 2017 IN THE AMOUNT OF \$612,164.00 WHEN RECEIVED

Attachments:2017 Action Plan Agenda Packet

AV9

2017-0419**COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM DONATIONS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$7,147.00 REPRESENTING DONATIONS TO THE COMMUNITY RESOURCES DIVISION AND COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RECEIVED FROM A HOUSING LIEN PAYOFF AND THE SALE OF CDBG-PURCHASED KITCHEN EQUIPMENT

Attachments:Donation and PI Recognition Agenda PacketBA - Donation and PI 8.15.17

AV10

2017-0420**BID #17-40 WWJD, INC.:**

A RESOLUTION TO AWARD BID #17-40 AND AUTHORIZE A ONE YEAR CONTRACT WITH WWJD, INC. D/B/A BBB SEPTIC AND PORTABLE TOILETS WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS IN AN AMOUNT NOT TO EXCEED \$10.00 PER 100 GALLONS FOR LEACHATE HAULING FROM THE FORMER C&L LANDFILL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

SRP BBB Septic approval

BA5_ BBB Septic approval

A. 11

2017-0426

UNIVERSITY OF ARKANSAS MASTER AGREEMENT:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A MASTER AGREEMENT WITH THE UNIVERSITY OF ARKANSAS REGARDING THE PLACEMENT OF UTILITIES WITHIN PUBLIC RIGHTS OF WAY AND UTILITY EASEMENTS

Attachments: UA Master Agreement - Legistar signed

A. 12

2017-0414

DESTRUCTION OF CERTAIN RECORDS:

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED AFFIDAVIT PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

Attachments: Aim Destruction of Records Packet

A. 13

2017-0427

MEYER, SCHERER & ROCKCASTLE, LTD.:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A CONTRACT WITH MEYER, SCHERER & ROCKCASTLE, LTD. AND THE FAYETTEVILLE PUBLIC LIBRARY FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR THE LIBRARY EXPANSION RENOVATION PROJECTS IN THE TOTAL AMOUNT NOT TO EXCEED \$3,770,857.00 WITH THE CITY'S PORTION OF THE FEES NOT TO EXCEED \$2,639,599.90, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$377,086.00

Attachments: 2017-0427, Architect for Library Expansion

A. 14

2017-0401

AMEND RESOLUTION NO. 17-71:

A RESOLUTION TO AMEND RESOLUTION NO. 17-71 BY APPROVING PAYMENT OF AN ADDITIONAL \$5,000.00 TO GRANT THORNTON, LLP AS REIMBURSEMENT FOR OUT OF POCKET EXPENSES

Attachments: GRANT THORNTON LLP

B. Unfinished Business: None**C. 1/ Public Hearing:****CV1 2017-0424****JAMES L. & JUDITH A. HAZEN CONDEMNATION AND POSSESSION:**

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY THE LINKS AT FAYETTEVILLE, A LIMITED PARTNERSHIP, AND JAMES L. AND JUDITH A. HAZEN NEEDED FOR THE EXTENSION OF RUPPLE ROAD FROM WEST STARRY NIGHT VIEW TO MOUNT COMFORT ROAD

Attachments: 170801 SRF Rurple Rd Agenda Packet.pdf

D. New Business:**D. 1 2017-0422****VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES):**

AN ORDINANCE TO APPROVE VAC 17-5868 FOR PROPERTY LOCATED AT 2615 NORTH CHARLESTON CROSSING TO VACATE A PORTION OF A GENERAL UTILITY EASEMENT

Attachments: VAC 17-5868 (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES)

D. 2 2017-0393**DIXIE LANDING, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH DIXIE LANDING, LLC FOR THE EXTENSION OF A WATER MAIN ALONG A PORTION OF FRESHWATER AVENUE BETWEEN EAST TOWNSHIP STREET AND MARKS MILL LANE WITH THE CITY'S PORTION OF THE COST NOT TO EXCEED \$32,285.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$6,457.00

Attachments: DIXIE LANDING LLC

D. 32017-0396**833 NORTH CROSSOVER ROAD PUBLIC SALE:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO OFFER FOR PUBLIC SALE APPROXIMATELY 0.92 ACRES AND IMPROVEMENTS LOCATED AT 833 NORTH CROSSOVER ROAD FOR THE APPRAISED VALUE OF \$162,000.00

Attachments: 833 NORTH CROSSOVER ROAD PUBLIC SALE

D. 42017-0413**STORMWATER UTILITY STUDY INTENT:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO FUND A STUDY TO EVALUATE THE FEASIBILITY OF CREATING A STORMWATER UTILITY PROGRAM IN AN AMOUNT NOT TO EXCEED \$200,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: 2017-0413 Stormwater Utility Intent 2017_08_01
BA_Stormwater Utility Intent 08_01_2017

D. 52017-0436**INTERNET/ONLINE SALES TAX SUPPORT:**

A RESOLUTION TO SUPPORT FEDERAL AND STATE LEGISLATION TO ENSURE THE PROPER ASSESSMENT AND COLLECTION OF SALES TAX FROM ALL INTERNET/ONLINE SALES THEREBY CREATING A FAIR AND FREE MARKET FOR ALL BUSINESSES AND CONSUMERS REGARDLESS OF THE LOCATION OF THE BUSINESS FROM WHICH THE PURCHASE WAS MADE

Attachments: Legistar Packet RES - Internet Sales Tax

D. 62017-0397**2018 EMPLOYEE BENEFITS PACKAGE:**

A RESOLUTION TO APPROVE THE 2018 EMPLOYEE BENEFITS PACKAGE

Attachments: 2018 EMPLOYEE BENEFITS PACKAGE

D. 7
D. 3

2017-0412

ADDITIONAL PERSONAL HOLIDAY TIME:

A RESOLUTION TO ADD EIGHT (8) ADDITIONAL HOURS OF PERSONAL HOLIDAY TIME FOR ALL CITY EMPLOYEES FOR 2018

Attachments:

Legistar Packet RES - Second Personal Holiday

E. City Council Agenda Session Presentations:

EM1 2017-0357

E12 2017-0359

F. City Council Tour:

G. Announcements:

H. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE