

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
October 3, 2017**

A meeting of the Fayetteville City Council was held on October 3, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items.

1. Monthly Financial Report - Paul Becker.
2. Nominating Committee Report - Housing Authority Board.

Approved

Agenda Additions

A. Consent:

1. Approval of the September 19, 2017 City Council Meeting Minutes.

Approved

2. **MISSY GIPSON LEASE AGREEMENT:** A resolution to approve a short-term lease agreement with Missy Gipson for the Drake Field terminal building banquet area for rent in the amount of \$775.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 197-17

3. **ARKANSAS DEPARTMENT OF AERONAUTICS.:** A resolution to authorize the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field.

THIS RESOLUTION WAS REMOVED FROM CONSENT AND TABLED INDEFINITELY AT THE OCTOBER 3, 2017 CITY COUNCIL MEETING.

4. **BID #17-52 CINTAS CORPORATION:** A resolution to award Bid #17-52 and authorize the purchase of Class C uniforms from Cintas Corporation as needed by the Fire Department through 2022, at an estimated cost of \$13,728.30 per year.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 198-17

5. **BID #17-53 RUSH RUNNING COMPANY:** A resolution to award Bid #17-53 and authorize the purchase of running shoes from Rush Running Company as needed by the Fire Department through 2022, at an estimated cost of \$8,400.00 per year.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 199-17

6. **HUTCHENS CONSTRUCTION CO.:** A resolution to award Bid #17-60 and authorize a contract with Hutchens Construction Co. in the amount of \$26,082.00 for parking lot paving at the city-owned property occupied by the Ellen Smith Head Start Program located at 2052 South Garland Avenue.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 200-17

7. **FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:** A resolution to approve a budget adjustment to increase funding for the Fayetteville Race Series by the amount of \$10,726.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 201-17

8. **FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION:** A resolution to approve a budget adjustment recognizing Community Development Block Grant Funds in the amount of \$150,000.00 for the Senior Activity And Wellness Center Kitchen Expansion, and to approve a project contingency in the amount of \$50,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 202-17

- 9. TRAIL OF TEARS MEMORIALIZATION HISTORICAL EVENT.:** A resolution to approve a payment in the amount of \$4,000.00 to the University of Arkansas for costs associated with a Trail of Tears Memorial, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 203-17

- 10. BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:** A resolution to award Bid #17-39 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$366,000.00 for construction of the water and sewer outbuildings, to approve a project contingency in the amount of \$36,600.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 204-17

- 11. MCCLELLAND CONSULTING ENGINEERS, INC.:** A resolution to approve a contract with McClelland Consulting Engineers, Inc. in the amount of \$107,144.55 for engineering services associated with utility relocations along Highway 16 between College Avenue and Huntsville Road required for Arkansas Department of Transportation job 040579, and to approve a project contingency in the amount of \$10,714.45.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 205-17

- 12. HAWKINS-WEIR ENGINEERS, INC.:** A resolution to approve a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$121,800.00 for engineering services related to the Goshen and Benson Water Tank Improvements, and to approve a project contingency in the amount of \$12,180.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 206-17

- 13. SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:** A resolution to approve the conveyance of a permanent access easement to Scott Hancock across part of the south portion of the Gulley Road Water Tank Property to allow a secondary point of access.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 207-17

- 14. GARDEN DISTRICT TOWNHOMES, LLC:** A resolution to approve a cost share agreement with Garden District Townhomes, LLC for construction of a sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue with the total cost to garden district townhomes not to exceed \$5,611.14.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 208-17

- 15. BID #17-55 A&A SERVICE ELECTRIC INC.:** A resolution to award Bid #17-55 and authorize a contract with A&A Service Electric, Inc. in the amount of \$810,483.00 for the installation of lighting along the Mud Creek Trail and the northern portion of the Razorback Regional Greenway, to approve a project contingency in the amount of \$16,209.66, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 209-17

- 16. HEARTH HOMELESS HOUSING PROGRAM:** A resolution to authorize the addition of 1.0 full time equivalent position to the community resources division to hire a third case manager to provide housing services for homeless Fayetteville residents.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 210-17

B. Unfinished Business:

- 1. APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):** A resolution to grant the appeal of City Council Member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a large-scale development.

THIS RESOLUTION WAS TABLED TO OCTOBER 17, 2017 CITY COUNCIL MEETING.

C. New Business:

- 1. AMEND § 94.05 USE OF FIREWORKS:** an ordinance to amend § 94.05 use of fireworks to allow the Botanical Garden of The Ozarks to conduct a small fireworks display to celebrate its 10th birthday party.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5997

- 2. STARR DRIVE WATER COST SHARE:** An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Robert Martin, Andrew Williams, and Nick Banks for the installation of water main along a 1,520-foot portion of North Starr Drive, with the estimated amount to be paid by the City of Fayetteville not to exceed \$23,950.00, and to approve a project contingency in the amount of \$4,790.00.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5998

- 3. OVIVO USA, LLC:** An ordinance to waive the requirements of formal competitive bidding and approve the purchase of repair parts for a screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC in the amount of \$35,252.93.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5999

- 4. RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD)** An ordinance to rezone that property described in rezoning petition RZN 17-5915 for approximately 2.38 acres located west of 825 South Razorback Road from i-1, heavy commercial & light industrial to UT, urban thoroughfare.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6000

5. **NETWORK EPISODIC TELEVISION SERIES:** A resolution to express the City Council's intent to participate in funding for a network episodic television series being filmed in Fayetteville in an amount not to exceed \$500,000.00 over a two-year period.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 211-17

6. **SMALL CELL COMMUNICATIONS FACILITIES:** An ordinance to enact § 110.03 Small Cell Facilities and Networks into Chapter 110: Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks.

THIS ORDINANCE WAS LEFT ON THE FIRST READING AT THE OCTOBER 3, 2017 CITY COUNCIL MEETING.

7. **AMEND TOWN AND GOWN ADVISORY COMMITTEE:** An ordinance to amend § 33.360 Purpose and Establishment, § 33.361 Composition, and § 33.364 Meetings of Article Xxiv Town and Gown Advisory Committee of the Fayetteville City Code to expand the scope of the committee's duties; to redefine the membership of the committee to better fit the new purpose and minimize redundancy of city and university staff on the committee; and to reduce the number of required meetings from four to two each year.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6001

8. **2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:** A resolution to adopt the 2018-2022 Five-Year Capital Improvements Plan.

THIS ORDINANCE WAS TABLED TO THE OCTOBER 17, 2017 CITY COUNCIL MEETING.

9. **AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY:** An ordinance to amend § 34.27 sale of municipally owned real property of the Fayetteville Code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6002

10. **SALE OF CITY OF FAYETTEVILLE PROPERTY ABOUT 9.6 ACRES:** A resolution to authorize Mayor Jordan to sell about 9.6 acres of city property in the Commerce District to the highest or best bidder.

THIS RESOLUTION WAS TABLED INDEFINITELY AT THE OCTOBER 3, 2017 CITY COUNCIL MEETING.

D. City Council Agenda Session Presentations

1. Agenda Session Presentation - Walton Arts Center Update.
2. Agenda Session Presentation - 2018-2022 Five-Year Capital Improvement Plan – Paul Becker.

E. City Council Tour: None

F. Announcements

Adjournment: 9:30 p.m.

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

6-3

Subject:	Nominating Committee Report				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Kinion			
Approved	Long	✓			
	Gray	A			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	A			
	Bunch	✓			
	La Tour	A			
	Mayor Jordan				

5-0

Subject:	Consent <i>A.3 ADA Grant Removed</i>				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
Consent A. 1- A. 16 <i>A. 3</i> <i>Removed</i> <i>Approving</i> <i>197-17</i> <i>through</i> <i>210-17</i>	Long	<i>✓</i>			
	Gray	<i>Absent</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>Absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>Absent</i>			
	Mayor Jordan				

5-0

Subject:	<i>A.3, ADA Grant</i>				
Motion To:		<i>Table Indefinitely</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Kinion</i>			
<i>A.3.</i> <i>Removed from Consent</i> <i>Tabled Indefinitely</i>	Long	<i>✓</i>			
	Gray	<i>Absent</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>Absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>Absent</i>			
	Mayor Jordan				

5-0

Subject:		APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION)			
Motion To:					
Motion By:					
Seconded:					
Unfinished Business B. 1 <i>Table to Oct. 17, 2017</i>	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	La Tour				
	Mayor Jordan				

5-0

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

Subject:		AMEND § 94.05 USE OF FIREWORKS			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Marsh	Marsh		
Seconded:		Long	Petty		
C. 1 New Business <u>Approved</u> 5997	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	Absent	Absent	Absent	
	Mayor Jordan	✓	✓		
		6-0	6-0	5-0	

Subject:		STARR DRIVE WATER COST SHARE			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Kinion	Marsh		
Seconded:		Marsh	Long		
C. 2 New Business <u>Approved</u> 5998	Long	✓	✓	✓	
	Gray	absent	absent	absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	absent	absent	absent	
	Bunch	✓	✓	✓	
	La Tour	absent	absent	absent	
	Mayor Jordan	✓	✓		
		6-0	6-0	5-0	

Subject:	OVIVO USA, LLC				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Kinion	Marsh		
Seconded:		Marsh	Kinion		
C. 3 New Business <u>Approved</u> 5999	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	Absent	Absent	Absent	
	Mayor Jordan	✓	✓		

6-0

6-0

5-0

Subject:	RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD)				
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Long	Bunch		
Seconded:		Marsh	Long		
C. 4 New Business <u>Approved</u> 6000	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	Absent	Absent	Absent	
	Mayor Jordan	✓	✓		

6-0

6-0

5-0

Subject:	NETWORK EPISODIC TELEVISION SERIES				
Motion To:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Marsh</i>			
C. 5 New Business <i>Approved</i> <i>211-17</i>	Long	<i>✓</i>			
	Gray	<i>absent</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>absent</i>			
	Mayor Jordan				

5-0

Subject:	SMALL CELL COMMUNICATIONS FACILITIES				
Motion To:					
Motion By:					
Seconded:					
C. 6 New Business <i>Left on</i> <i>First</i> <i>Reading</i>	Long				
	Gray	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	
	Marsh				
	Kinion				
	Petty				
	Tennant	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Bunch				
	La Tour	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Mayor Jordan				

Subject:		AMEND TOWN AND GOWN ADVISORY COMMITTEE			
Motion To:		<i>Amend</i>	<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>
Motion By:		<i>Long</i>	<i>Long</i>	<i>Marsh</i>	
Seconded:		<i>Kinion</i>	<i>Marsh</i>	<i>Bunch</i>	
C. 7 New Business <i>Approved</i> <i>6001</i>	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>
	Gray	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>
	Tennant	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	<i>✓</i>
	La Tour	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>	<i>Absent</i>
	Mayor Jordan		<i>✓</i>	<i>✓</i>	

*5-0**6-0**6-0**5-0*

Subject:		2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN			
Motion To:		<i>Table to 10-17-17</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>Long</i>			
C. 8 New Business <i>Tabled to 10-17-17</i>	Long	<i>✓</i>			
	Gray	<i>absent</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>Absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>Absent</i>			
	Mayor Jordan				

5-0

Subject:		AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY			
Motion To:		2nd Read	3rd Read	Approved	
Motion By:		Long	Long		
Seconded:		Petty	Bunch		
C. 9 New Business Approved 6002	Long	✓	✓	✓	
	Gray	Absent	Absent	Absent	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	Absent	Absent	Absent	
	Bunch	✓	✓	✓	
	La Tour	Absent	Absent	Absent	
	Mayor Jordan	✓	✓		

6-0

6-0

5-0

Subject:		SALE OF CITY OF FAYETTEVILLE PROPERTY ABOUT 9.6 ACRES			
Motion To:		Table Ind			
Motion By:		Marsh			
Seconded:		Long			
C. 10 New Business Table Ind	Long	✓			
	Gray	Absent			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	Absent			
	Bunch	✓			
	La Tour	Absent			
	Mayor Jordan				

5-0



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: **October 4, 2017**

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of October 3, 2017

1. A resolution to approve a short-term lease agreement with Missy Gipson for the Drake Field Terminal Building Banquet Area for rent in the amount of \$775.00.
2. A resolution to award bid #17-52 and authorize the purchase of class C uniforms from Cintas Corporation as needed by the Fire Department through 2022, at an estimated cost of \$13,728.30 per year.
3. A resolution to award bid #17-53 and authorize the purchase of running shoes from Rush Running Company as needed by the Fire Department through 2022, at an estimated cost of \$8,400.00 per year.
4. A resolution to award bid #17-60 and authorize a contract with Hutchens Construction Co. in the amount of \$26,082.00 for parking lot paving at the city-owned property occupied by the Ellen Smith Head Start Program located at 2052 South Garland Avenue.
5. A resolution to approve a budget adjustment to increase funding for the Fayetteville Race Series by the amount of \$10,726.00.
6. A resolution to approve a budget adjustment recognizing Community Development Block Grant Funds in the amount of \$150,000.00 for the Senior Activity and Wellness Center kitchen expansion, and to approve a project contingency in the amount of \$50,000.00.
7. A resolution to approve a payment in the amount of \$4,000.00 to the University of Arkansas for costs associated with a Trail of Tears Memorial, and to approve a budget adjustment.
8. A resolution to award bid #17-39 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$366,000.00 for construction of the water and sewer

outbuildings, to approve a project contingency in the amount of \$36,600.00, and to approve a budget adjustment.

9. A resolution to approve a contract with McClelland Consulting Engineers, Inc. in the amount of \$107,144.55 for engineering services associated with utility relocations along Highway 16 between College Avenue and Huntsville Road required for Arkansas Department of Transportation job 040579, and to approve a project contingency in the amount of \$10,714.45.

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12. A resolution to approve a cost share agreement with Garden District Townhomes, LLC for construction of a sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue with the total cost to Garden District Townhomes not to exceed \$5,611.14.

13. A resolution to award bid #17-55 and authorize a contract with A&A Service Electric, Inc. in the amount of \$810,483.00 for the installation of lighting along the Mud Creek Trail and the northern portion of the Razorback Regional Greenway, to approve a project contingency in the amount of \$16,209.66, and to approve a budget adjustment.

14. A resolution to authorize the addition of 1.0 full time equivalent position to the Community Resources Division to hire a third case manager to provide housing services for homeless Fayetteville residents.

15. An ordinance to amend § 94.05 **Use of Fireworks** to allow the Botanical Garden of the Ozarks to conduct a small fireworks display to celebrate its 10th birthday party.

16. An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Robert Martin, Andrew Williams, and Nick Banks for the installation of water main along a 1,520 foot portion of North Starr Drive, with the estimated amount to be paid by the City of Fayetteville not to exceed \$23,950.00, and to approve a project contingency in the amount of \$4,790.00.

17. An ordinance to waive the requirements of formal competitive bidding and approve the purchase of repair parts for a screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC in the amount of \$35,252.93.

18. An ordinance to rezone that property described in rezoning petition RZN 17-5915 for approximately 2.38 acres located west of 825 South Razorback Road from I-1, Heavy Commercial & Light Industrial to UT, Urban Thoroughfare.

19. A resolution to express the City Council's intent to participate in funding for a network episodic television series being filmed in Fayetteville in an amount not to exceed \$500,000.00 over a two-year period.

20. An ordinance to amend § 33.360 **Purpose and Establishment**, § 33.361 Composition, and § 33.364 **Meetings** of Article XXIV Town and Gown Advisory Committee of the Fayetteville City Code to expand the scope of the committee's duties; to redefine the membership of the committee to better fit the new purpose and minimize redundancy of city and university staff on the committee; and to reduce the number of required meetings from four to two each year.

21. An ordinance to amend § 34.27 **Sale of Municipally Owned Real Property** of the Fayetteville code.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, October 3, 2017

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch Ward 3

John S. La Tour Ward 4

Alan Long Ward 4

ELECTED OFFICIALS:

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Sondra Smith

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****1. [2017-0537](#)**

MONTHLY FINANCIAL REPORT - PAUL BECKER

2. [2017-0562](#)

NOMINATING COMMITTEE REPORT - HOUSING AUTHORITY BOARD

Attachments: [NOMINATING COMMITTEE REPORT - HOUSING AUTHORITY BOARD](#)

Agenda Additions:**A. Consent:****A. 1 [2016-0584](#)**

APPROVAL OF THE SEPTEMBER 19, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0526](#)**MISSY GIPSON LEASE AGREEMENT:**

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$775.00

Attachments: [MISSY GIPSON LEASE AGREEMENT](#)

A. 3 [2017-0528](#)**ARKANSAS DEPARTMENT OF AERONAUTICS:**

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS](#)

A. 4 [2017-0513](#)**BID #17-52 CINTAS CORPORATION:**

A RESOLUTION TO AWARD BID #17-52 AND AUTHORIZE THE PURCHASE OF CLASS C UNIFORMS FROM CINTAS CORPORATION AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$13,728.30 PER YEAR

Attachments: [BID #17-52 CINTAS CORPORATION](#)

A. 5 [2017-0516](#)**BID #17-53 RUSH RUNNING COMPANY:**

A RESOLUTION TO AWARD BID #17-53 AND AUTHORIZE THE PURCHASE OF RUNNING SHOES FROM RUSH RUNNING COMPANY AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$8,400.00 PER YEAR

Attachments: [BID #17-53 RUSH RUNNING COMPANY](#)

A. 6 [2017-0517](#)**HUTCHENS CONSTRUCTION CO.:**

A RESOLUTION TO AWARD BID #17-60 AND AUTHORIZE A CONTRACT WITH HUTCHENS CONSTRUCTION CO. IN THE AMOUNT OF \$26,082.00 FOR PARKING LOT PAVING AT THE CITY-OWNED PROPERTY OCCUPIED BY THE ELLEN SMITH HEAD START PROGRAM LOCATED AT 2052 SOUTH GARLAND AVENUE

Attachments: [HUTCHENS CONSTRUCTION CO.](#)

A. 7 [2017-0520](#)**FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO INCREASE FUNDING FOR THE FAYETTEVILLE RACE SERIES BY THE AMOUNT OF \$10,726.00

Attachments: [FAYETTEVILLE RACE SERIES/SPECIAL EVENTS](#)
 [BA_FAYETTEVILLE RACE SERIES/SPECIAL EVENTS](#)

A. 8 [2017-0523](#)**FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$150,000.00 FOR THE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: [FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXP.](#)
 [BA_FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN I](#)

A. 9 [2017-0519](#)**TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT:**

A RESOLUTION TO APPROVE A PAYMENT IN THE AMOUNT OF \$4,000.00 TO THE UNIVERSITY OF ARKANSAS FOR COSTS ASSOCIATED WITH A TRAIL OF TEARS MEMORIAL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT](#)
 [BA_TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT](#)

A. 10 [2017-0527](#)**BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.](#)
 [BA BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.](#)

A. 11 [2017-0500](#)**MCCLELLAND CONSULTING ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$107,144.55 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16 BETWEEN COLLEGE AVENUE AND HUNTSVILLE ROAD REQUIRED FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,714.45

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

A. 12 [2017-0501](#)**HAWKINS-WEIR ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

Attachments: [HAWKINS-WEIR ENGINEERS, INC](#)

A. 13 [2017-0503](#)**SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK ACROSS PART OF THE SOUTH PORTION OF THE GULLEY ROAD WATER TANK PROPERTY TO ALLOW A SECONDARY POINT OF ACCESS

Attachments: [SCOTT HANCOCK ACCESS EASEMENT](#)

A. 14 [2017-0505](#)**GARDEN DISTRICT TOWNHOMES, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9th STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE WITH THE TOTAL COST TO GARDEN DISTRICT TOWNHOMES NOT TO EXCEED \$5,611.14

Attachments: [GARDEN DISTRICT TOWNHOMES, LLC](#)

A. 15 [2017-0502](#)**BID #17-55 A&A SERVICE ELECTRIC INC.:**

A RESOLUTION TO AWARD BID #17-55 AND AUTHORIZE A CONTRACT WITH A&A SERVICE ELECTRIC, INC. IN THE AMOUNT OF \$810,483.00 FOR THE INSTALLATION OF LIGHTING ALONG THE MUD CREEK TRAIL AND THE NORTHERN PORTION OF THE RAZORBACK REGIONAL GREENWAY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$16,209.66, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-55 A&A SERVICE ELECTRIC INC.](#)
 [BA BID #17-55 A&A SERVICE ELECTRIC INC.](#)
 [ADDITIONAL BID #17-55 A&A SERVICE ELECTRIC INC](#)

A. 16 [2017-0512](#)**HEARTH HOMELESS HOUSING PROGRAM:**

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE COMMUNITY RESOURCES DIVISION TO HIRE A THIRD CASE MANAGER TO PROVIDE HOUSING SERVICES FOR HOMELESS FAYETTEVILLE RESIDENTS

Attachments: [HEARTH HOMELESS HOUSING PROGRAM](#)

B. Unfinished Business:**B. 1** [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: [APPEAL OF LSD 17-5775: \(324 E. 12TH PLACE/MORGAN MANOR APTS. ADDI](#)
[TIONS AND ADDITIONAL APPEAL OF LSD 17-5775: \(324 E. 12TH PLACE/MORGAN MANO](#)

At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.

C. New Business:**C. 1** [2017-0558](#)**AMEND § 94.05 USE OF FIREWORKS:**

AN ORDINANCE TO AMEND § 94.05 USE OF FIREWORKS TO ALLOW THE BOTANICAL GARDEN OF THE OZARKS TO CONDUCT A SMALL FIREWORKS DISPLAY TO CELEBRATE ITS 10TH BIRTHDAY PARTY

Attachments: [AMEND § 94.05 USE OF FIREWORKS](#)

C. 2 [2017-0510](#)**STARR DRIVE WATER COST SHARE:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH ROBERT MARTIN, ANDREW WILLIAMS, AND NICK BANKS FOR THE INSTALLATION OF WATER MAIN ALONG A 1,520 FOOT PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00

Attachments: [STARR DRIVE WATER COST SHARE](#)

C. 3 [2017-0507](#)**OVIVO USA, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF REPAIR PARTS FOR A SCREENING UNIT AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY FROM OVIVO USA, LLC IN THE AMOUNT OF \$35,252.93

Attachments: [OVIVO USA, LLC](#)

C. 4 [2017-0509](#)**RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5915 FOR APPROXIMATELY 2.38 ACRES LOCATED WEST OF 825 SOUTH RAZORBACK ROAD FROM I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO UT, URBAN THOROUGHFARE

Attachments: [RZN 17-5915 \(S. 825 S. RAZORBACK RD./RAZORBACK RD\)](#)

C. 5 [2017-0525](#)**NETWORK EPISODIC TELEVISION SERIES:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED \$500,000.00 OVER A TWO-YEAR PERIOD

Attachments: [NETWORK EPISODIC TELEVISION SERIES:](#)

C. 6 [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 **SMALL CELL FACILITIES AND NETWORKS** INTO CHAPTER 110: **TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS**

Attachments: [SMALL CELL COMMUNICATIONS FACILITIES](#)

C. 7 [2017-0533](#)**AMEND TOWN AND GOWN ADVISORY COMMITTEE:**

AN ORDINANCE TO AMEND § 33.360 **PURPOSE AND ESTABLISHMENT**, § 33.361 **COMPOSITION**, AND § 33.364 **MEETINGS** OF ARTICLE XXIV **TOWN AND GOWN ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES; TO REDEFINE THE MEMBERSHIP OF THE COMMITTEE TO BETTER FIT THE NEW PURPOSE AND MINIMIZE REDUNDANCY OF CITY AND UNIVERSITY STAFF ON THE COMMITTEE; AND TO REDUCE THE NUMBER OF REQUIRED MEETINGS FROM FOUR TO TWO EACH YEAR

Attachments: [AMEND TOWN AND GOWN ADVISORY COMMITTEE](#)

C. 8 [2017-0508](#)**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: [2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN](#)

C. 9 [2017-0557](#)**AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY:**

AN ORDINANCE TO AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY OF THE FAYETTEVILLE CODE

Attachments: [AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL PROPERTY](#)

C. 10 [2017-0555](#)**SALE OF CITY OF FAYETTEVILLE PROPERTY ABOUT 9.6 ACRES:**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SELL ABOUT 9.6 ACRES OF CITY PROPERTY IN THE COMMERCE DISTRICT TO THE HIGHEST OR BEST BIDDER

Attachments: [FAYETTEVILLE COMMERCE DISTRICT](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0514](#)

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

D. 2 [2017-0536](#)

AGENDA SESSION PRESENTATION - 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN - PAUL BECKER

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

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

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.

Chair Mark Kinion
Ward 2 Position 1

Sarah Marsh
Ward 1 Position 2



Sarah Bunch
Ward 3 Position 2

Alan T. Long
Ward 4 Position 2

Nominating Committee Report September 26, 2017

Council Members Present – Chair Mark Kinion, Sarah Marsh, Sarah Bunch and Alan Long

The Nominating Committee recommends the following candidate for appointment:

HOUSING AUTHORITY BOARD

Melissa Terry – One unexpired term ending 12/28/19



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff

FROM: **Kit Williams**, City Attorney

DATE: **September 27, 2017**

RE: **Appointment of Fayetteville Housing Authority Board Member**

The City Council Nominating Committee met last evening after the Agenda Session and recommended that the City Council appoint a Fayetteville resident to the Fayetteville Housing Authority Board of Commissioners. I was informed that this particular vacancy on the Fayetteville Housing Authority Board of Commissioners has existed more than 45 days and that the Housing Authority had failed to appoint a successor to fill the vacancy subject to the confirmation of the City Council during this 45 day period. The law is clear that if this occurs, the appointment power is transferred to the City Council.

"If the commissioners fail to appoint a successor within forty-five (45) calendar days from the date a commissioner's term expires or other vacancy occurs, the governing body shall appoint a successor." A.C.A. § 14-169-208(c)(2)(B)(ii).

Please note the statute's use of "shall" in this appointment power. This makes it the duty of the City Council to appoint such successor. The Housing Authority Board is statutorily authorized and limited to five members. A quorum for this Board is three commissioners and "Action may be taken by the authority upon a vote of a majority of the commissioners present. . . ." A.C.A. § 14-169-208(g)(2). This means that very important decisions of the Fayetteville Housing Authority Board of Commissioners can be taken by the vote of only two Commissioners. This is a reason why positions on the Board of Commissioners need to be filled promptly.

Branson, Lisa

From: Kinion, Mark
Sent: Wednesday, September 27, 2017 9:56 AM
To: Branson, Lisa
Cc: Williams, Kit
Subject: Nominating Committee Report 12/26/2017

The nominating committee met Sept 26, 2017 to fill vacancy. Nominating Committee Members Present:
City Council Member Sarah Marsh, Ward 1 Position 2
City Council Member Mark Kinion, Ward 2 Position 1
City Council Member Sarah Bunch, Ward 3 Position 2
City Council Member Alan Long, Ward 4 Position 2

City Staff: City Attorney Kit Williams

State Law permits that a vacancy over 45 days on the City Housing Authority can be filled by the City Council.

The vacancy was advertised, applications were received and reviewed in compliance with City Board/Commission procedure.

The committee approved the following nomination to be taken to the City Council for approval.

Fayetteville Housing Authority (vacancy)
Unexpired Term ending 12/28/19
Melissa Terry

Respectfully Submitted,
Mark Kinion
Nominating Committee Chairman
Fayetteville City Council

Branson, Lisa

From: CityClerk
Sent: Wednesday, September 27, 2017 10:45 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: CityClerk
Subject: Grant Funding for the Trail Program

Council Members,

From 2007 to date, the City of Fayetteville has received \$9,784,601 in private and federal grants. The total City funding to date is \$16,007,000. The grant funds represent a 61% increase in City funding for the trails program. Grant funding represents nearly 40% of the total funding for trails.

Trail Funding from 2007 to 2017				
Total Walton Family Foundation Funding to Date	\$9,552,428			
Endeavor Foundation Grant (Poplar Connection)	\$68,840			
IRWF Green Infrastructure Grant (Good on Long Park)	\$93,904			
Federally Funded Grants	\$1,428,728.00			
Total All Grants	\$9,784,601	61% Percent Increase in City Funding from grants		
Total City of Fayetteville Funding	\$16,007,000			
Total City Funding and Private Grants	\$25,897,601			
Total City Funding and All Grants	\$25,784,601	39% Percent of total trail funding is from grants		

Matt Mihalevich, PLA
Trails Coordinator
Engineering Division
City of Fayetteville, Arkansas
479.444.3416
mmihalevich@fayetteville-ar.gov
[Trails Website](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)



KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov

September 27, 2017



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

James E. Crouch, Esq.
Cypert, Crouch, Clark & Harwell, PLLC
P.O. Box 1400
Springdale, AR 72765-1400

Re: Appeal of Approval of Morgan Manor Large Scale Development

Dear Jim,

Thank you for your letter of September 26, 2017 questioning whether Council Member Sarah Marsh's appeal of the Planning Commission's approval of the Morgan Manor Large Scale Development was timely filed. The City Attorney's Office looked at this issue prior to having this appeal placed upon the City Council Meeting Agenda and determined that the appeal was timely. We still believe that is the correct decision.

As Fayetteville City Attorney, I am charged with the administration and interpretation of **Chapter 155: APPEALS** of the Unified Development Code. For over sixteen years I have consistently interpreted any potential ambiguity or uncertainty in the **APPEALS** chapter to allow an attempted appeal rather than to deny an appeal.

City Council Members are held to the same standards as a property owner when appealing on behalf of a resident a Planning Commission approval of a development proposal. § 155.04 **Aldermen Appeal on Behalf of Resident**, Unified Development Code. Therefore, Council Member Marsh was required to submit her appeal "within ten (10) working days from the date of a final action taken." § 155.02(B)(1)

The term "working days" was enacted into § 155.02(B)(1) to make clear that Saturdays, Sundays and holidays would not be counted toward the allowed time to appeal. We used "working days" to clarify the appeal period would not be measured by "calendar days".

This ten working day period must be read in conjunction with § 155.02(C) *Place. (1) City Clerk. "Appeals made to the City Council shall be filed with the City Clerk."* Therefore, any appeal to the City Council by a property owner or Council Member must be submitted to and filed with the City Clerk's Office within ten working days from date of the final decision. If the City Clerk had closed her office at 5:00 p.m. on Monday, August 28th, then an argument could be made that the submitted appeal at 5:21 p.m. would have been untimely as you argue. However, as was City Clerk Sondra Smith's normal procedure, the City Clerk's Office was open for business from 7:30 a.m. until 5:30 p.m. on that day. She normally has personnel scheduled for those hours and did so on August 28, 2017. Therefore, regardless of the information on the City's website, the City Clerk's Office was in reality open for business at 5:21 p.m. on August 28, 2017, and so the submitted appeal was timely.

To the extent that any ambiguity might exist, I interpret § 155.02(B) and (C) to allow the submission of the appeal by Council Member Marsh on behalf of Fayetteville resident Melissa Terry and determine that such submission was timely because the City Clerk's Office was open for business when the appeal was submitted.

With kindest regards,

A handwritten signature in blue ink, appearing to read "Kit Williams", is written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

CC: Mayor
City Council
City Clerk Sondra Smith
Don Marr



CYPERT, CROUCH, CLARK & HARWELL, PLLC

Established 1947

September 26, 2017

Honorable Sondra Smith
City Clerk Treasurer, City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RE: Appeal to Fayetteville City Council of Planning Commission Grant of Morgan Manor Large Scale Development Permit

Dear Ms. Smith:

Steve Zega and I represent the Fayetteville Housing Authority. On behalf of the Authority, we object to the Council hearing this appeal.

Fayetteville City Code § 155.02 (B)(1) (part of the Unified Development Code) provides that "Appeals shall be submitted within ten (10) working days from the final action taken."

The Planning Commission heard and decided to grant the Large Scale Development permit for Morgan Manor on August 14, 2017. Council Member Sarah Marsh submitted an appeal on behalf of a constituent on August 28, 2017 by sending the appeal letter to your office via email. The email bears a time stamp of 5:21 p.m.

The phrase "working day" does not appear to be defined in the Uniform Development Code, so by rules of statutory (and ordinance) construction, the phrase or term is to be given its plain, ordinary meaning. *Pulaski Cnty. Special School Dist. v. Lewis*, 2017 Ark. App. 264, at 7. A "working day" for Fayetteville City administrative offices also does not appear to be defined by the Fayetteville City Code, however, at least the Mayor's Office and the City Clerk Treasurer's Office publish their respective office hours as "Monday-Friday 8 a.m.-5 p.m." It appears from the time stamp of Ms. Marsh's email that she sent it 21 minutes after your office closed on August 28, the last day available to file the appeal. It is our position that the ordinary, plain meaning of "working day" means that part of the day when city offices are open to the public, in this case, from 8 a.m. to 5 p.m. The appeal is therefore untimely, and we object to the Council considering it.

I would also point out that the Housing Authority received no notice of this appeal when it was actually taken.

Thank you for your time and attention to this, ma'am.

James E. Crouch
Charles L. Harwell
Matthew L. Fryar
Laura K. Ferner
Ellen J. Tinnin
Steven S. Zega †

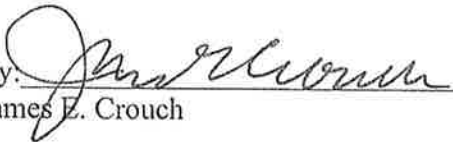
P.O. Box 1400 • 111 Holcomb Street
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479-751-5222 tel • 479-751-5777 fax
www.ccchlaw.com
szega@ccchlaw.com

Courtney C. Crouch (1912-1975)
James D. Cypert, Retired
William M. Clark, Jr., Of Counsel

† Licensed in AR and OK

Sincerely,

CYPERT, CROUCH, CLARK & HARWELL, PLLC

By: 
James E. Crouch

cc: Honorable Lioneld Jordan, Mayor
Kit Williams, Esq., City Attorney
Members of the City Council

James E. Crouch
Charles L. Harwell
Matthew L. Fryar
Laura K. Ferner
Ellen J. Tinnin
Steven S. Zega †

P. O. Box 1400 • 111 Holcomb Street
Springdale, AR 72765-1400
479-751-5222 tel • 479-751-5777 fax
www.ccchlaw.com
szega@ccchlaw.com

Courtney C. Crouch (1912-1975)
James D. Cypert, Retired
William M. Clark, Jr., Of Counsel

† Licensed in AR and OK



Office of the City Clerk Treasurer

Sondra E. Smith, City Clerk Treasurer

Lisa Branson, Deputy City Clerk

Phone: (479) 575-8323

cityclerk@fayetteville-ar.gov

STAFF MEMO

TO: City Attorney Kit Williams
FROM: Sondra Smith, City Clerk Treasurer
DATE: September 26, 2017
SUBJECT: Office hours of the City Clerk Treasurer

Sondra E. Smith

The City Clerk Treasurer office hours, according to the City of Fayetteville website, are from 8:00 am to 5:00 pm, Monday through Friday. However, the City Clerk Treasurer office is normally open for business from 7:30 am until 5:30 pm to accommodate citizens, staff, and public meetings. We rarely close our office through the lunch hour or before 5:30 pm.

CHAPTER 155: APPEALS

Sections:

155.01	Circuit Court
155.02	Form/Time/Place
155.03	Stay
155.04	Alderman Appeal On Behalf Of Resident
155.05	Appeals From Planning Commission Decisions
155.06	Appeals From Staff Interpretations/Actions
155.07	Appeals To The Housing Board—Mobile Homes And Mobile Home Parks
155.08	Appeals From The Construction Board Of Adjustments And Appeals
155.09—155.99	Reserved

155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County. (Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) *Appeals.* Appeals shall be submitted within ten (10) working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04)

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 5296, 12-15-09)

155.05 Appeals From Planning Commission Decisions**(A) Appeals to City Council.**

- (1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.
 - (a) Annexation
 - (b) Rezoning
 - (c) Planned Zoning District
 - (d) Subdivision (preliminary plat, final plat, concurrent plat, lot split)
 - (e) Large scale development
 - (f) Vacation of utility easement, access easement, public right-of-way
 - (g) Commercial Design Standards
 - (h) Tree Preservation Plan
 - (i) Variances and waivers of the UDC
- (2) *Conditions of Approval.* An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request.* Three (3) aldermen, two (2) of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

Williams, Kit

From: Pennington, Blake
Sent: Wednesday, September 27, 2017 9:01 AM
To: Williams, Kit
Subject: FW: Morgan Manor Appeal

--

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

From: Pennington, Blake
Sent: Tuesday, August 29, 2017 9:04 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>; Garner, Andrew <agarner@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Lynch, Rhonda <rlynch@fayetteville-ar.gov>
Subject: RE: Morgan Manor Appeal

Yes, the appeal was due by close of business on August 28 (10 working days after the final action of the planning commission on August 14). Since your office is open until 5:30 it was timely.

--

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

From: CityClerk
Sent: Tuesday, August 29, 2017 8:24 AM
To: Garner, Andrew <agarner@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Cc: Lynch, Rhonda <rlynch@fayetteville-ar.gov>
Subject: FW: Morgan Manor Appeal

Please see the attached appeal from Alderman Sarah Marsh which was emailed yesterday afternoon! Please let our office know if this was filed by the deadline and which agenda the appeal will be on.

Thanks,
Lisa

From: Marsh, Sarah
Sent: Monday, August 28, 2017 5:21 PM
To: Smith, Sondra <ssmith@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Morgan Manor Appeal

Sondra,

I have attached my letter of appeal for LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). It will need to be filed today.

Thank you,

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas
ward1_pos2@fayetteville-ar.gov | 479.799.0393



AGENDA REQUEST FORM

FOR: Council Meeting of October 3, 2017

FROM: Mayor Lioneld Jordan

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

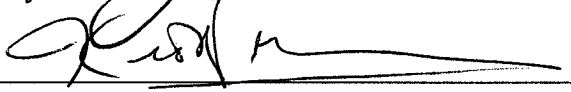
AN ORDINANCE TO AMEND § 94.05 **USE OF FIREWORKS** TO ALLOW THE BOTANICAL GARDEN OF THE OZARKS TO CONDUCT A SMALL FIREWORKS DISPLAY TO CELEBRATE ITS 10TH BIRTHDAY PARTY

APPROVED FOR AGENDA:



Mayor Lioneld Jordan

9-25-17
Date



City Attorney Kit Williams
(as to form)

September 25, 2017
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 94.05 **USE OF FIREWORKS** TO ALLOW THE BOTANICAL GARDEN OF THE OZARKS TO CONDUCT A SMALL FIREWORKS DISPLAY TO CELEBRATE ITS 10TH BIRTHDAY PARTY

WHEREAS, the Botanical Garden of the Ozarks is one of Fayetteville's crown jewels and has made substantial improvements and progress during the last decade; and

WHEREAS, the Botanical Garden of the Ozarks wishes to honor "those who made it happen and are making it happen with a celebration on October 8, 2017 at the Botanical Garden".

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 94.05 (G) by adding the following:

"The Botanical Garden Society of the Ozarks may also legally conduct a public fireworks display to celebrate its 10th Birthday Party on or about October 8, 2017 if approved by the Mayor and Fire Chief and in accordance with (B)(1) and (3) and (D)."

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Connie Edmonston, Parks & Recreation Director

FROM: **Kit Williams**, City Attorney

DATE: **September 25, 2017**

RE: **Fireworks Permit for Botanical Garden of the Ozarks' 10th Birthday Party Celebration**

Mayor Jordan requested that I draft an amendment to § 94.05 **Use of Fireworks** to allow the Botanical Garden Society of the Ozarks to present a small fireworks display on October 8, 2017 to celebrate its 10th Birthday Party. I have drafted an ordinance to do just that and submit it to the City Council for your consideration.



YOU ARE INVITED TO THE

*Botanical Garden
of the Ozarks*

10TH BIRTHDAY PARTY

HONORING THOSE WHO MADE IT HAPPEN
AND ARE MAKING IT HAPPEN!

SUNDAY, OCTOBER 8, 2017

5:00 P.M. – 6:30 P.M.

at the Garden

LIGHT REFRESHMENTS WILL BE SERVED

RSVP BY OCTOBER 2ND TO
SFOLEY@BGOZARKS.ORG OR 479-750-2620

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

- (2) Allowing fire to escape from the control of the person building or having charge of the fire, or to spread to the lands of any person other than the builder of the fire.
 - (3) Burning any brush, stumps, logs, rubbish, fallen timber, grass, stubble, scrap materials, junk or debris of any sort, whether on one's own land or that of another, without taking necessary precaution both before lighting the fire and at all times thereafter to prevent the escape thereof. The escape of such fire to adjoining timber, brush, or grass lands shall be prima facie evidence that necessary precautions were not taken.
 - (4) Building a camp fire upon another person's land without express permission of the owner. If permission is granted by the owner, a person building a campfire must clear the ground immediately around it free from material which will carry fire, and must continuously tend the campfire to prevent it from spreading.
 - (5) Throwing away a lighted cigar, match or cigarette, or, by the use of firearms or in any other manner, starting a fire in forest material not one's own and leaving the same unextinguished.
 - (6) Defacing or destroying fire warning notices.
- (B) When one of the above described offenses is committed by an agent or employee, with the consent or by the command of the employer or principal, such employer or principal shall be liable in the same manner and to the same extent as if the act had been committed by himself.
- (C) Persons starting or being responsible for fires that occasion damage to any other person shall make satisfaction in double damage to the party injured. The conviction for a violation of subsections (A) and (B) of this section shall be prima facie evidence of responsibility in civil action to recover damages or suppression costs.
- (Code 1965, §§9-10, 9-14; Ord. No. 1379, 12-9-63; Code 1991, §94.02)

94.04 Fire On Forest Lands, Grass Lands, Etc.

Any fire on any forest lands, cut-over, brush lands or grass lands burning uncontrolled is declared a public nuisance by reason of its menace to life or property. Any person responsible for either the starting or the existence of such fire is required to control or extinguish it immediately, and if such person shall refuse, neglect or fail to do so, any organized fire suppression force may summarily abate the nuisance thus constituted by controlling or extinguishing the fire, and the cost thereof may be recovered from such person by civil action.

(Code 1965, §9-13; Ord. No. 1379, 12-9-63; Code 1991, §94.03)

94.05 Use Of Fireworks

- (A) *Consumer Fireworks.* Fireworks which are not prohibited under state or federal law and which are considered consumer fireworks as defined by federal law and regulations may lawfully be discharged within Fayetteville only as prescribed below:
- (1) Fireworks may only be discharged upon private property with the consent of the property owner and between the hours of 10:00 a.m. until 10:00 p.m. on July 1st, 2nd, and 3rd and from 10:00 a.m. until 11:00 p.m. on July 4th and at no other time or date.

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

94.05

- (2) If any person less than the age of sixteen (16) years is present, an adult (at least twenty-one (21) years of age) must supervise the discharge of all fireworks.
 - (3) No skyrocket or aerial fireworks attached to a stick may be discharged.
 - (4) If the Mayor has issued a Burn Ban Order such that no citizen can legally discharge consumer fireworks during the entire July 1st through July 4th normally permitted period, then the citizens may discharge their consumer fireworks from 10:00 a.m. until 11:00 p.m. on Labor Day.
- (B) *Public Display of Fireworks.* Public displays of fireworks may be allowed upon the application and granting of a public fireworks display permit by the Mayor or his designee subject to the following conditions:
- (1) An applicant must possess a valid state fireworks permit and comply with all applicable state and federal laws and regulations and requirements of NFPA 1123 to apply for a Fayetteville public fireworks display permit.
 - (2) Public fireworks display permits may be issued for the dates allowed pursuant to subsections (D), (E), and (F) below, and for the hours of 10:00 a.m. through 11:00 p.m. on July 1st, 2nd, 3rd, and 4th.
 - (3) Public fireworks display permits may be issued as a part of any special event permit issued by the city.
- (C) The Fire Chief or Mayor shall be authorized to declare an emergency and prohibit all use of fireworks upon a determination that such use would create a fire hazard due to dry conditions.
- (D) The Fire Chief or Mayor shall be authorized to approve an alternate date for any lawful public display which is canceled due to adverse weather conditions or pursuant to subsection (E).
- (E) It shall also be lawful for the University of Arkansas to conduct the annual "Fireworks Night" to celebrate and congratulate the Razorback Baseball Team at its last home game of the year in or near Baum Baseball Stadium. Said fireworks display shall comply with all applicable regulations and laws of the State of Arkansas.
- (F) It shall be lawful for Creative Economy Action Group, Inc. d/b/a Last Night Fayetteville to conduct an annual public fireworks display to celebrate New Year's if approved by the Fayetteville Fire Marshall and if in full compliance with all applicable regulations and laws of the State of Arkansas.
- (G) It shall be lawful for the Botanical Garden Society of the Ozarks to conduct an annual public fireworks display if approved by the Mayor and Fire Chief and in accordance with (B) (1) and (3), (C) and (D).
- (Code 1965, §9-9.1; Ord. No. 1705, 10-6-69; Ord. No. 1807, 8-2-71; Ord. No. 2156, 10-21-75; Ord. No. 3359, 6-7-88; Ord. No. 3553, 6-18-91; Ord. No. 3706, §1, 6-1-93; Ord. No. 4195, 10-19-99; Ord. No. 4308, 4-17-01; Code 1991, §94.04; Ord. No. 5096, 12-27-07; Ord. No. 5320, 5-18-10; Ord. No. 5329, 6-1-10; Ord. No. 5463, 12-6-11; Ord. No. 5509, 7-3-12; Ord. No. 5860, §§2, 3, 3-15-16)

AGENDA REQUEST FORM

FOR: Council Meeting of October 3, 2017

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

**AN ORDINANCE TO AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL
PROPERTY OF THE FAYETTEVILLE CODE**

APPROVED FOR AGENDA:



City Attorney Kit Williams

September 25, 2017

Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: **Kit Williams**, City Attorney

DATE: **September 25, 2017**

RE: **Sale of City Owned Real Property**

Now that the City Council finally removed our Fayetteville Code's previous public bidding requirement for the sale of city owned real property, the Arkansas Legislature has placed a competitive bidding requirement into the Arkansas Code. Act 470 amended § 14-54-302 **Purchase, Lease and Sale Authorized**. It now requires the following:

"Municipal real estate or personal property to be disposed of as one (1) unit shall not be sold without competitive bidding if the amount exceeds twenty thousand dollars (\$20,000). . . ." A.C.A. § 14-54-302 (d). (Attached)

(D) and (E) of § 34.27 **Sale of Municipally Owned Real Property** conflicts with Act 470 and must be removed from the Fayetteville Code. The City Council could decide that with the new statutory competitive bidding requirements, this entire code section is no longer needed and should be repealed. I make no comment about this policy decision and have drafted an ordinance just to conform our current code to the new state law.

HB1483

Stricken language would be deleted from and underlined language would be added to present law.
Act 470 of the Regular Session

A Bill

SENATE BILL 336

1 State of Arkansas
2 91st General Assembly
3 Regular Session, 2017
4
5 By: Senator Irvin
6 By: Representative Baltz

For An Act To Be Entitled

9 AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,
10 PURCHASING, AND DISPOSAL OF REAL AND PERSONAL
11 PROPERTY OF MUNICIPALITIES; AND FOR OTHER PURPOSES.

Subtitle

15 TO CLARIFY THE LAW REGARDING THE SALE,
16 LEASE, PURCHASING, AND DISPOSAL OF REAL
17 AND PERSONAL PROPERTY OF MUNICIPALITIES.

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

22 SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:
23 14-54-302. Purchase, lease, ~~and~~ sale, and disposal authorized.

24 (a) ~~(1) Municipal corporations are empowered and authorized to A~~
25 municipality may:

26 (1) ~~sell~~ Sell, convey, lease, rent, ~~or~~ let, or dispose any real
27 estate or personal property owned or controlled by the ~~municipal~~
28 ~~corporations. This power and authorization shall extend and apply to all such~~
29 ~~real estate and personal property, including that which municipality,~~
30 including real estate or personal property that is held by the municipal
31 ~~corporation~~ municipality for public or governmental ~~uses~~ and purposes; i

32 (2) ~~Municipal corporations are empowered and authorized to buy~~
33 Buy any real estate or personal property; i and

34 ~~(b) (1) (3) (A) Municipal corporations are also empowered and authorized~~
35 ~~to donate~~ Donate real estate or personal property, or any part thereof of the
36 real estate or personal property, to the federal government or any agency

1 ~~thereof of the federal government~~, for any one (1) or more of the following
2 purposes, that is, having the real estate, ~~or~~ personal property, or both,
3 activated, reactivated, improved, or enlarged by the donee.

4 ~~(2)(A)~~(B) The ~~municipal corporation~~ municipality may donate the
5 fee simple title and absolute interest, without any reservations or
6 restrictions, in and to all real estate, ~~or~~ personal property, or both, or
7 any part of the ~~real estate or personal~~ property, to the federal government,
8 if this ~~real estate or personal~~ property was previously conveyed or otherwise
9 transferred by the federal government to the ~~municipal corporation~~
10 ~~municipality~~ without cost to the ~~municipal corporation~~ municipality.

11 ~~(B)~~(C) All other donation instruments shall contain
12 provisions by which the title to the property donated shall revert to the
13 ~~municipal corporation~~ municipality when the donated property is no longer
14 used by the donee for the purposes for which it was donated.

15 ~~(e)~~(b) The execution of all contracts and conveyances and lease
16 contracts shall be performed by the mayor and city clerk or recorder, when
17 authorized by a resolution in writing and approved by a majority vote of the
18 ~~city council~~ governing body of the municipality present and participating.

19 (c) The mayor or his or her authorized representative may sell or
20 exchange any municipal real estate or personal property with a value of
21 twenty thousand dollars (\$20,000) or less, unless the governing body of the
22 municipality shall by ordinance establish a lesser amount.

23 (d) Municipal real estate or personal property to be disposed of as
24 one (1) unit shall not be sold without competitive bidding if the amount
25 exceeds twenty thousand dollars (\$20,000) or the maximum provided by
26 resolution, unless the mayor certifies in writing to the governing body of
27 the municipality that in his or her opinion the fair market value of the item
28 or lot is less than the amount established by ordinance.

29 (e)(1) If personal property of the municipality becomes obsolete or is
30 no longer used by a municipality, the personal property may be:

31 (A) Sold at public or internet auction;

32 (B) Sent to the Department of Finance and Administration's
33 Marketing and Redistribution Section;

34 (C) Transferred to another governmental entity within the
35 state; or

36 (D) Donated under this section.

1 (2) If an item of personal property is not disposed of under
2 subdivision (e)(1) of this section, the item may be disposed of in the
3 landfill used by the municipality if the mayor or his or her authorized
4 representative certifies in writing and the governing body of the
5 municipality approves that:

6 (A) The item has been rendered worthless by damage or
7 prolonged use; or

8 (B) The item has:

9 (1) Only residual value; and

10 (ii) Been through public auction and not sold.

11 (f)(1) A record shall be maintained of all items of personal property
12 disposed of under this section and reported to the governing body of the
13 municipality.

14 (2) The municipal fixed asset listing shall be amended to
15 reflect all disposal of real estate and personal property made under this
16 section.

17
18 SECTION 2. Arkansas Code § 14-58-306 is repealed.

19 14-58-306. ~~Disposal of municipal supplies, etc.~~

20 (a) ~~In a city of the first class, city of the second class, or~~
21 ~~incorporated town, the mayor or his or her authorized representative may sell~~
22 ~~or exchange any municipal supplies, materials, or equipment with a value of~~
23 ~~twenty thousand dollars (\$20,000) or less, unless the municipal governing~~
24 ~~body shall, by ordinance, establish a lesser amount.~~

25 (b) ~~No item or lot of supplies, material, or equipment that is to be~~
26 ~~disposed of as one (1) unit shall be sold without competitive bidding if the~~
27 ~~amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by~~
28 ~~ordinance, unless the mayor shall certify in writing to the governing body~~
29 ~~that, in his or her opinion, the fair market value of the item or lot is less~~
30 ~~than the amount established by ordinance as indicated.~~

31 (c)(1) ~~If an item of personal property belonging to a municipality~~
32 ~~becomes obsolete or is no longer used by a municipality, it may be:~~

33 (A) ~~Sold at public or Internet auction;~~

34 (B) ~~Sent to the Marketing and Redistribution Section of~~
35 ~~the Office of State Procurement of the Department of Finance and~~
36 ~~Administration of~~

1 ~~(C) Transferred to another governmental entity within the~~
2 ~~state.~~

3 ~~(2) If an item is not disposed of under subdivision (c)(1) of~~
4 ~~this section, the item may be disposed of in the landfill used by the~~
5 ~~municipality if the mayor or his or her authorized representative certifies~~
6 ~~in writing and the governing body of the municipality approves that it has:~~

7 ~~(A) Been rendered worthless by damage or prolonged use; or~~

8 ~~(B)(1) Only residual value; and~~

9 ~~(11) Been through public auction and not sold.~~

10 ~~(d)(1) A record shall be maintained of all items disposed of and~~
11 ~~reported to the governing body.~~

12 ~~(2) The municipal fixed asset listing shall be amended to~~
13 ~~reflect all disposal of property made under this section.~~

14

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APPROVED: 03/13/2017

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- (B) No favoritism is allowed to the city employee over other possible service providers;
- (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
- (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
- (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council resolution. (Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. No. 5351, 9-7-10)

34.27 Sale Of Municipally Owned Real Property

- (A) The city may sell real property only after the City Council has passed a resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.
- (B) Such City Council resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for municipal purposes.
- (C) Public notice, that the City Council is considering the sale of the real property at the City Council meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:
 - (1) First class mail to all adjacent property owners;
 - (2) Prominently displayed signs on the property; and
 - (3) Publication in a newspaper of general circulation in the city.
- (D) The city may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.
- (E) The City Council authorizes the use of a realtor for the sale of the two (2) houses at Gulley Park. The realtor shall be selected in accordance with the city's formal competitive bidding procedures. All offers for the sale or purchase of this city property shall be subject to final approval by the City Council.

(Ord. No. 4358, 1-2-02; Ord. No. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. No. 4752, 9-06-05; Ord. No. 5465, 12-6-11; Ord. No. 5497 05-01-12; Ord. No. 5779, 6-16-15)

City of Fayetteville Staff Review Form

2017-0555

Legistar File ID

10/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

9/22/2017

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVAL OF A RESOLUTION AUTHORIZING THE SALE OF CITY OF FAYETTEVILLE PROPERTY, APPROXIMATELY 9.6 ACRES (PARCEL 765-16566-000) LOCATED IN THE FAYETTEVILLE COMMERCE DISTRICT.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Devin Howland, Director of Economic Vitality

DATE: September 21, 2017

SUBJECT: A resolution authorizing the sale of City of Fayetteville Arkansas Property, 9.6 acres located in the Fayetteville Commerce District

RECOMMENDATION:

Approval of a resolution authorizing the sale of City of Fayetteville, Arkansas property, approximately 9.6 acres (Parcel 765-16566-000) located in the Fayetteville Commerce District.

BACKGROUND:

City staff was contacted by the Fayetteville Chamber of Commerce regarding commercial interest in parcel 765-16566-000 in the Fayetteville Commerce Park.

DISCUSSION:

Bid 17-71 proposes the sale parcel 765-16566-000 in the Fayetteville Commerce Park at a minimum bid of \$16,000 per acre. This price represents a reduced rate from the currently advertised \$20,000 per acre of land in the Commerce District, but reflects the purchase price that the City Council approved for a nearby parcel in 2017 to AR-CANNA LLC. The Mayor's office is excited about the prospect of more jobs in the commerce district.

There has been a change in the requirements of municipalities in regards to the sale of municipally owned property. Act 470 of 2017, which became law on August 1, 2017 sets bidding requirements for the sale of municipal real or personal property "if the amount exceeds twenty thousand dollars (\$20,000) ..." as explained in the memo by City Attorney Kit Williams which has been attached to this memo for your review.

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. As a purpose of the Commerce District is to encourage economic development that generates revenue for the City by providing new and expanded services, and finding that there is no identified use for the subject property for municipal purposes, this land is no longer needed for municipal purposes. Staff is not recommending the property be re-zoned or appraised.

BUDGET/STAFF IMPACT:

Land sale revenue will be paid to the fund that maintains ownership of the land.

Attachments:

- Bid 17-71
- City Attorney Memo of Act 470 of 2017
- Proof of Public Notice
- Proof of first class mail to property owners
- Proof of prominently displayed signs on the property
- Location Map



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306

Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

DEADLINE: Tuesday October 03, 2017 before 10:00 AM, Local Time

PROPERTY INSPECTION DATES: See specifications

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

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

DATE OF ISSUE AND ADVERTISEMENT: 09/24/17 and 9/25/17

INVITATION TO BID

Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

No late bids shall 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 required field and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL INTERESTED PARTIES:

Any interested party is strongly encouraged to register as such by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering, interested parties shall submit primary contact information including, company name, primary contact name, phone number, and e-mail address. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. **All contacts listed as an interested party will be sent any addendums or changes to the terms and conditions of the sale.**

BID PACKAGE INCLUDES THE FOLLOWING DOCUMENTS:

- 1 – Bid Specifications (11 pages)
- 2 – Appendix A: Property Information (9 pages)
- 3 – Appendix B: Draft Land Sale Contract - NOT REQUIRED WITH BID (5 pages)

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all interested parties and posted on the City's website.

ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

Bidders & interested parties shall assume all responsibility for receiving updates & addenda issued. Failure to acknowledge addenda issued as instructed can result in bid rejection.

City of Fayetteville, AR

Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

Page 1 of 11

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City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park
Advertisement 1 of 2
Legal Section, Classification 1210

The City of Fayetteville, Arkansas is accepting sealed bids for the sale of Parcel 765-16566-000, Pump Station Rd. Fayetteville, AR, Washington County. **All questions or site visit appointments shall be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov.**

All sealed bids are due by **Tuesday October 03, 2017 before 2:00 PM, local time** and shall be received on City bid documents and forms. All bids are due before the time stated. No late bids shall be accepted. Bids will be opened and read aloud immediately following the stated deadline.

To download a bid package and to receive additional information on the property, go the City's website at www.fayetteville-ar.gov/bids. The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest. The City also reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended of use of a potential bidder.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701.

City of Fayetteville, AR

By: Les McGaugh

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisements (classification 1210): 9/25/17

Advertisement Location: Northwest Arkansas Times / Democrat Gazette

City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park
Advertisement 2 of 2
Real Estate Block Advertisement

City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property -
9.6 Acres in Commerce Park

The City of Fayetteville, Arkansas is accepting sealed bids for this property. Property is being sold in as-is condition with no warranty.

All sealed bids are due by Tuesday, October 03, 2017 before 10:00 AM, local time per bidding documents. No late bids shall be accepted. Public bid opening to immediately follow.

For full information, visit www.fayetteville-ar.gov/bids. The City reserves the right to award based on the best interest of the City.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. All questions and inspection appointment requests shall be directed to

Les McGaugh.
City of Fayetteville, AR
By: Les McGaugh
P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

Date of advertisement (real estate block ad): Sunday
09/24/17 Advertisement Location: Northwest Arkansas
Times / Democrat Gazette

TERMS AND CONDITIONS

Sale of Public Owned Property located on Pump Station Road in Fayetteville, Arkansas

1.0 Basic Terms and Conditions

- 1.1 The City of Fayetteville is selling currently owned City property via **sealed bid process**. This sale affects the following property:
 - 1.1.1 Parcel # 765-16566-000, Pump Station Rd., Fayetteville, AR
- 1.2 This sale is being handled through the City's Purchasing Division. All bids/offers shall be **sealed** and submitted to the City of Fayetteville Purchasing Division located at 113 W. Mountain, Room 306, Fayetteville, AR 72701 prior to Tuesday, October 03, 2017 before 10:00 AM, local time. No bids shall be accepted in any other manner.
- 1.3 All sealed bids shall be submitted on accompanied forms in this packet, provided by the City of Fayetteville Purchasing Division.
- 1.4 Bidder, Buyer, and to whom the property is transferred to shall be one in the same. Bids shall be submitted in the same name as the individual or entity purchasing the property.
- 1.5 Properties are currently owned by the City of Fayetteville, Arkansas.
- 1.6 This property shall close upon coordination with title companies.
- 1.7 All properties are being sold as-is and do not include any warranties of any kind. The City will NOT make any repairs including but not limited to repairs to the property, drainage issues, etc.
- 1.8 The City shall pay its own closing costs. Buyer/Bidder shall pay their respective closing costs as well. The City of Fayetteville shall not pay for any portion or amount of the buyer's/bidder's closing costs.
- 1.9 Bids will only be considered for no less than the minimum amount of \$16,000 US Dollars per acre for this property. All bidders shall be required to bid on all acreage and provide a per acre price as presented in the bid form.
 - 1.9.1 Bids/Offer submitted **lower than** minimum bid amount **shall be rejected and will not be considered**.
- 1.10 Lead-based paint disclosure: The City shall provide a Lead-Based Paint Disclosure, as required by Federal Law, if any subject property or any improvements were constructed before 1978.
- 1.11 Buyer/Bidder agrees to hold offer firm for a period not to exceed sixty (60) calendar days.
- 1.12 The City of Fayetteville will not pay any commission fees for any real estate agent.
- 1.13 **City Council Approval:**
 - 1.13.1 **After bids have been received by the deadline**, the sale of this property is intended to be considered and discussed at public City Council meeting to be held on Tuesday, October 03, 2017

at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. This is a public meeting.

- 1.14 **The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price and other considerations as presented by the Bidder.**

2.0 Advertising Outreach

- 2.1 Primary source for all information is the City of Fayetteville website at www.fayetteville-ar.gov. Advertising and outreach will also be distributed through:
- 2.1.1 Advertising in the legal section of the Northwest Arkansas Democrat Gazette
 - 2.1.2 Block ad advertising in the Real Estate section of the Northwest Arkansas Democrat Gazette

3.0 Inspection

- 3.1 Interested parties are strongly encouraged to inspect prior to bidding.
- 3.2 On-site inspections shall be coordinated with Les McGaugh, lmcgaugh@fayetteville-ar.gov. Inspections are non-mandatory.
- 3.3 The City shall not be responsible for any accidents, injuries, etc. during inspection or any other viewing of the property.

4.0 Property Details: Parcel # 765–16566-000, Pump Station Rd, Fayetteville, Arkansas

- 4.1 Minimum Bid amount of \$16,000.00 per acre
- 4.2 Bidders are required to bid on all acreage
- 4.3 9.6 Acres, Parcel # 765-16566-000
- 4.4 This site is accessed north from Pump Station Rd in the Western Portion of Commerce Park
- 4.5 Current Zoning: I-2 (General Industrial)
- 4.6 For full details on this property refer to Appendix A.

5.0 Bid or Offer Guarantee Requirements

- 5.1 All bids/offers for properties shall be accompanied by and include one of the following items:
- 5.1.1 Letter of Prequalification
 - 5.1.1.1 Shall be from a financial institution such as a bank or credit union
 - 5.1.1.2 Shall include the bid price for each property
 - 5.1.2 Letter of Credit
 - 5.1.2.1 Shall be from a financial institution such as a bank or credit union
 - 5.1.2.2 Shall include the bid price for each property

6.0 Transfer of Property

- 6.1 Property will transfer after final closing documents are processed and signed by both parties through a local title company.
- 6.1.1 Each party shall hire and pay for their own title work.
- 6.2 The transfer of the property shall be made to the Bidder/Buyer as approved by the City of Fayetteville. Such conveyance shall be made in fee simply absolute by general warranty deed.

6.3 The City shall provide the final buyer evidence of good title by:

6.3.1 Abstract of title

6.3.2 Title insurance for the same amount bid

7.0 Special Conditions

- 7.1 Only the item described herein is included in the sale regardless of what else is pictured.
- 7.2 Pursuant to Arkansas Code Annotated §22-9-203 the City of Fayetteville encourages all qualified small, minority and women's business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women's business enterprises.
- 7.3 Any expenses incurred with the preparation and submission of bids or offers, 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.
- 7.4 Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.
- 7.5 The successful bidder agrees to indemnify the City and hold it harmless from and against any and all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.
- 7.6 Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.575.8220 no later than seven (7) calendar days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.
- 7.7 Any uncertainties shall be brought to the attention of the City of Fayetteville Purchasing Division 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 sale of properties included. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- 7.8 Bidder will expressly assume all dangers, risks and hazards regarding the building(s) and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the bidder.
- 7.9 The City of Fayetteville reserves the right to reject any or all bids or offers, to waive formalities or irregularities in any bid or offer, and to solicit for new bids or offers.
- 7.10 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.
- 7.11 In the event a survey is needed, it shall be at the sole expense of the bidder.

- 7.12 In the event a survey or other legal document deems the acreage different than 9.6 acres, the sale price shall be adjusted by the unit price per acre bid.

8.0 Attachments to this Package

- 8.1 Information posted with this sale at www.fayetteville-ar.gov
- 8.2 Additional attachments on the auction page and hereby included with this packet:
- 8.2.1 Appendix A – Property Information
 - 8.2.2 Appendix B – Draft Land Sale Contract (NOT REQUIRED WITH BID)

Bid 17-71, Sale of Property - 9.6 Acres in Commerce Park

BID FORM

Name of Bidder: _____

EXECUTION OF BID: Any Conditions of Sale shall be provided by Bidder sealed with offer/bid. The bid form provided in this document shall be completed in its entirety. Bidders will not be allowed to make corrections to bid after the bid deadline.

Bid Disclaimer: The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price, conditions of sale, and other considerations. Due to the fact City Council will be evaluating the sale of this property, Bidders are encouraged to completely fill out the bid form. Alterations in bid will not be allowed after the bid deadline; therefore, Bidders are encouraged to bid on most favorable terms available.

Section A: Purchase Price (from Bidder to the City)

Description	Approximate acreage		Price Bid Per Acre		*Total Bid
Parcel 765-16566-000	9.6	x	\$ _____ Minimum Bid of \$16,000 per acre	=	\$ _____ Payable to the City of Fayetteville, AR

* Total Bid shall be calculated based on the approximate acreage multiplied by the price bid per acre. In the event the closing process of this property results in a different calculation for acreage, the sale price shall be adjusted by the price bid per acre.

Section B: Intended Use

Describe the Bidder's intended use for the property based on the price offered

Section C: Community Benefit

Describe any benefits to the community known or expected based on bid

Section D: Conditions of Sale

List any conditions of this sale from the Bidder

Section E: Other

List any additional factors the Bidder discloses to the City of Fayetteville

EXECUTION OF BID -

Any Conditions of Sale shall be provided by Bidder sealed with offer/bid.

Upon signing this Bid, the bidder certifies:

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. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
3. 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.
4. 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.
5. 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): _____

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

***NAME OF BIDDER:** _____

***D/B/A or Corporation Name** _____

***ADDRESS:** _____

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

***PHONE:** _____ **FAX:** _____

***E-MAIL:** _____

***BY: (PRINTED NAME)** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE:** _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

* COMPANY SEAL (if applicable):

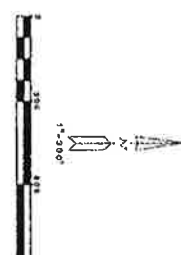
Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



DATE	Δ	PERC	PMOD	PERIOD	AGE
NUMBER					USING
01	0.1777	11.96	0.141	0.17	11.21
02	0.1777	11.96	0.141	0.17	11.21
03	0.1777	11.96	0.141	0.17	11.21
04	0.1777	11.96	0.141	0.17	11.21
05	0.1777	11.96	0.141	0.17	11.21
06	0.1777	11.96	0.141	0.17	11.21
07	0.1777	11.96	0.141	0.17	11.21
08	0.1777	11.96	0.141	0.17	11.21
09	0.1777	11.96	0.141	0.17	11.21
10	0.1777	11.96	0.141	0.17	11.21

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Lead researcher

[illegible]

1. Paul Clardy
 2. Paul Clardy
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10-30-87
10-28-87
810 Upper Lane #433
James & H. Miller

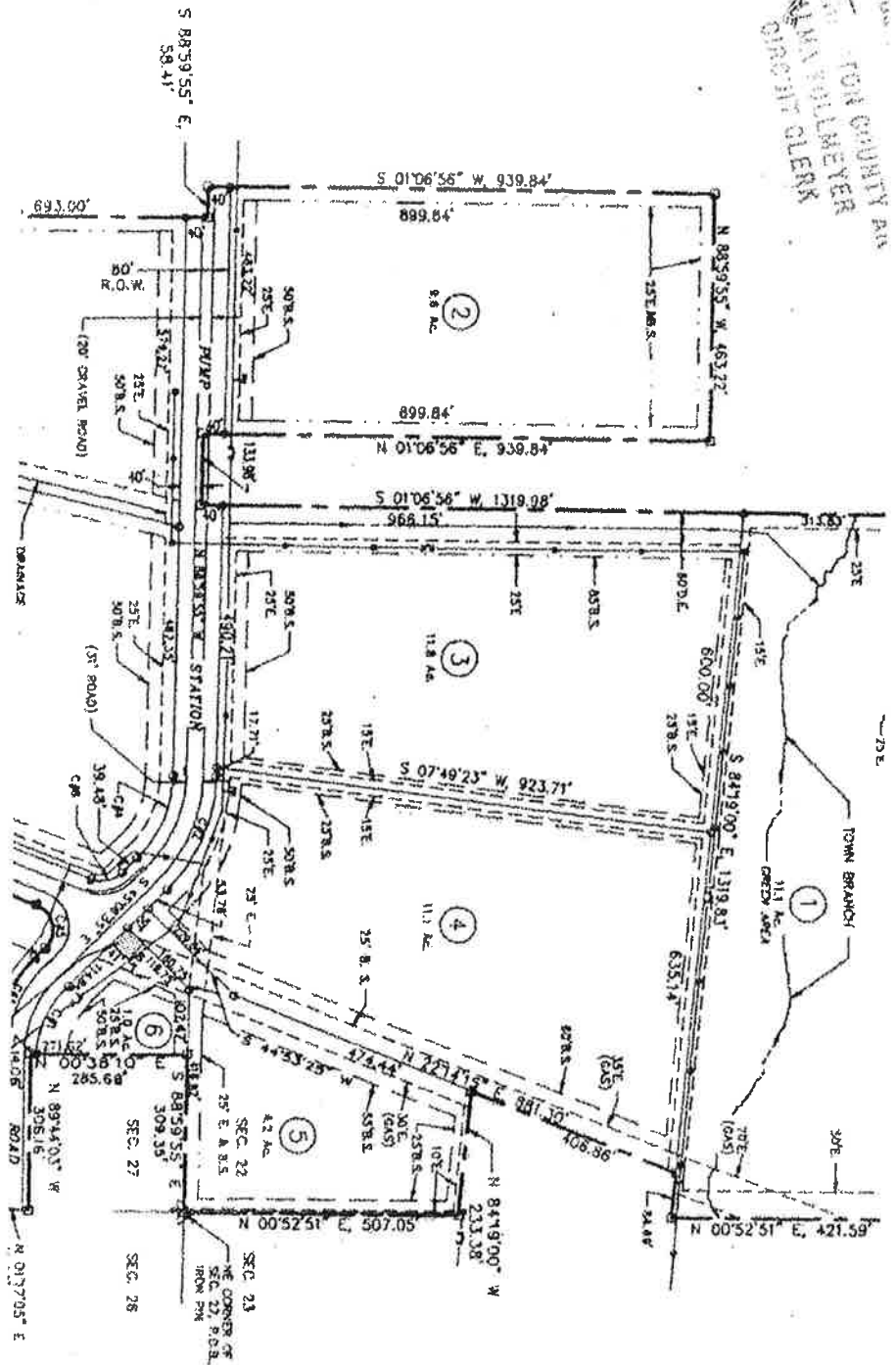
1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973).
2. *Carotenoids* were determined by the method of Lichtenthaler (1987).
3. *Protein* was determined by the method of Lowry et al. (1951).
4. *Glucose* was determined by the method of Nelson and Lomney (1958).
5. *Starch* was determined by the method of Dubois et al. (1956).
6. *Cellulose* was determined by the method of Dubois et al. (1956).
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MCT McCrelland
Engineering Consulting
Engineers Inc.

Little Rock
900 W. Main Street
Fayetteville
1450 N. College

FINAL PLAT					
FAYETTEVILLE INDUSTRIAL PARK-WEST					
FAYETTEVILLE,					
SECTION 08-00-00	TOWNSHIP 17 N.	RANGE 10 E.	COUNTY 10 S.	STATE OF MISSISSIPPI	
PLAT NO. 0000	BOOK 0000	PAGE 0000			
ACROSS EAST					1 of 1

TOH COUNTY AIR
 WASH. POLMEYER
 CIRCUIT CLERK



CURVE DATA

CURVE NUMBER	Δ	DEGREE	RADIUS
C1	45°12'25"	96.35'	173.5
C2	45°33'20"	21.00'	500.4
C3	45°42'25"	28.56'	233.4
C4	45°33'20"	27.00'	270.4
C5			50.0
C6			50.0
C7			25.0
C8	27°26'	9.30'	60.0
C9	27°26'	9.30'	55.1
C10	27°26'	9.30'	55.1

LEGAL DESCRIPTION

A PART OF SECTIONS 22 AND 27, TOWNSHIP-19-
 ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS
 NE CORNER OF SECTION 27, SAID POINT ALSO BEING
 52° 51' E, 507.05 FEET; THENCE N 84° 39' 00"
 406.86 FEET; THENCE S 84° 19' 00" E, 58.69 FEET
 THENCE N 89° 00' W, 1312.91 FEET TO THE NW CO
 CORNER OF SEC. 27, 66° W, 1719.08 FEET TO THE NW CO

PARCEL # 765-16566-000

603
Map

765-15149-000

NAME Fayetteville Development
Foundation, Inc.

BOOK 1118 PAGE 910

**REAL ESTATE
ASSESSMENT RECORD**
Washington County, Arkansas

TAX DESCRIPTION

Fayetteville
(Fayetteville Industrial Park - West)
Tract 2 9.6 A.

LEGAL DESCRIPTION

SD/011

NEW OWNER	DATE	BOOK	PAGE
City of Fayetteville, Arkansas, a municipal corporation	10-4-89	1344	058-059

YEAR	ASSESSED VALUATION LAND IMPRVMENT TOTAL	EQUAL BOARD
1985		
1986		
1987		
1988	28,800 - 28,800	
1989	28,800 - 28,800	
1990	28,800 - 28,800	
1991	28,800 - 28,800	
1992	28,800 - 28,800	
1993	28,800 - 28,800	
1994		
1995		
1996		
1997		

Remarks

Pt 22 & 27-16-30.

1344-058 WD no rev (also 765-15152, 15270, 15271, 16565)

1387-816 QCD from Mabry & Rouse

2/11/97 Exemption denied - not in book

Remarks

TRACT NO. 4
STATE OF ARKANSAS
COUNTY OF WASHINGTON

RIGHT OF WAY GRANT

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of

and other valuable considerations to the undersigned, Nettie Hogg

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

A 25 foot wide easement along the West side of the following described land, to-wit:

A part of the Southwest quarter of the Southeast quarter of Section twenty-two (22) in Township Sixteen (16) North, of Range thirty (30) West, and more particularly described as beginning at a point which is two and three hundredths (2.03) chains West of the Southeast corner of said forty acre tract, and running, thence West seven and two hundredths (7.02) chains; thence North fourteen and twenty-four hundredths (14.24) chains; thence East seven and two hundredths (7.02) chains; thence South fourteen and twenty-four hundredths (14.24) chains to the place of beginning, containing ten (10) acres, be the same more or less.

Also a 50 foot construction easement, the center line of which is the East line of the above 25 foot permanent easement.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the

9th day of July, 1971
x Nettie Hogg

ACKNOWLEDGMENT

BEFORE ME, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Nettie Hogg, to me well

known as the person(s) who executed the foregoing Right of Way Grant, and that she had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this

9th day of July, 1971

My commission expires

October 1, 1971

Notary Public
DELO 812 PAGE 102

WARRANTY DEED

(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That FAYETTEVILLE DEVELOPMENT FOUNDATION
a corporation organized under and by virtue of the laws of the State
of Arkansas, by its President and Secretary, duly
authorized by proper resolution of its Board of Directors, for and in
consideration of the sum of One Dollar (\$1.00) and other good and
valuable consideration in hand paid by The City of Fayetteville,
Arkansas, a municipal corporation-----

hereinafter called Grantee, does hereby grant, bargain and sell unto
the said Grantee and Grantee's heirs and assigns, the following
described land situate in

Washington County, State of Arkansas, to-wit:

DESCRIPTION BEING THE SAME AS SHOWN ON EXHIBIT "A" ATTACHED TO AND MADE A PART
HEREOF.

FILED FOR RECORD

89 NOV 29 PM 4 26

WASHINGTON CO AR
A. KOLLMAYER

FAYETTEVILLE CITY CLERK

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's
heirs and assigns, forever. And said corporation hereby covenants with the said Grantee that it is lawfully seized of said
land and premises, that the same is unincumbered, and that it will forever warrant and defend the title to the said lands
against all legal claims whatever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its President and its seal is affixed by its
Secretary, this 4th day of October, 19 89.

(Seal)

THIS INSTRUMENT PREPARED BY:

BAC, Fayetteville, AR

FAYETTEVILLE DEVELOPMENT FOUNDATION

Name of Corporation

By Larry S. Bittle President

By Dale Christy Secretary

ACKNOWLEDGMENT

State of Arkansas ss.
County of Washington

LIBR 1344 PAGE 058

On this the 4th day of October, 19 89, before me, a notary public, personally appeared
qualified and acting, within and for the said County and State, appeared in person the within named Larry Bittle
and Dale Christy to me personally known, who stated that they were the President and Secretary
of the Fayetteville Development Foundation, a corporation,
and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf
of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for
the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 19 89.

My Commission Expires

August 1, 1994

Notary Public

EXHIBIT "A"

Tract 1

A part of the SW 1/4 of the SE 1/4 of Section 22, Township 16 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at the Northwest corner of the said 40 acre tract, and running, thence South 51 degrees 10 minutes East 545.70 feet; thence South 89 degrees 23 minutes 30 seconds East 33.0 feet; thence South 1 degree 06 minutes West 938.79 feet to the center of Pump Station Road; thence North 64 degrees 18 minutes 30 seconds West along the centerline of said road 516.04 feet to a point on the West boundary line of said 40 acre tract; thence North 1 degree 20 minutes 58 seconds East 1057.73 feet to the point of beginning, containing 10.59 acres, more or less, subject to a public road right-of-way over the South and West lines of the above described tract.

Tract 2

A part of Section 26, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follow: Beginning at a point which is South 2667.82 feet and East 1282.35 feet from the Northwest corner of said Section 26, said point being on the West right-of-way of Black Oak Road; thence following said right-of-way South 01 degree 17 minutes West 212.42 feet; thence southeasterly along a circular curve with a cord length of 193.40 feet and a radius of 694.81 feet; thence South 14 degrees 43 minutes East 406.52 feet; thence southeasterly along a circular curve with a cord length of 13.28 feet and a radius of 278.73 feet; thence leaving said right-of-way South 89 degrees 36 minutes West 151.51 feet; thence South 0 degrees 06 minutes 13 seconds West 179.66 feet; thence North 88 degrees 43 minutes West 452.16 feet; thence North 0 degrees 33 minutes East 990.32 feet; thence South 88 degrees 52 minutes East 469.65 feet to the point of beginning, and containing 11.36 acres, more or less.

Tract 3

Tracts 1 and 2, Fayetteville Industrial Park-West, as per the recorded plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FAYETTEVILLE CITY CLERK

QUITCLAIM DEED

with relinquishment of dower

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Floyd Mabry, Jr., and Lashy Mabry, Husband and Wife, and Glen Dale House and Lois E. House, Husband and Wife,

for and in the consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration

to us in hand paid by City of Fayetteville,

Arkansas, a municipal corporation,

do hereby grant, sell and quitclaim unto the said City of Fayetteville, Arkansas, a municipal corporation

and unto heirs and assigns forever, the following described land, situate in Washington County, State of Arkansas, to-wit:

A part of the SW1/4 of the SE1/4 of Section 22, in Township 16 North, Range 20 West, being more particularly described as beginning at a point which is N 88°59' 10" W 507.3 feet (9.06 chains) from the Southeast corner of said 40 acre tract and running thence N 88°59' 10" W 15.2 feet thence N 106° 56' E 339.64 feet thence S 88°59' 10" E 15.2 feet, thence S 106° 56' W 339.64 feet to the Point of Beginning, containing 0.328 acres, more or less.

FILED FOR RECORD
30 OCT 9 AM 11 20
WASHINGTON CO AR
A. KOLLMEYER

F
22-14-30

PREPARED BY: NOTARIES
City of Fayetteville

Sign up
Remember

To have and to hold the same unto the said City of Fayetteville, Arkansas, a municipal corporation

with all appurtenances thereto belonging.

And I, Lashy Mabry, wife of the said Glen Dale House

do hereby release and relinquish unto the said City of Fayetteville, Arkansas

WITNESSES my hands and seals on this 3rd day of November, 1930.

Lashy Mabry (Seal)

Glen Dale House (Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public

Floyd Mabry, Jr., and Lashy Mabry, Husband and Wife, and Glen Dale House and Lois E. House, Husband and Wife,

to me well known as the Grantees in the foregoing Deed, and stated that they had executed the same for the consideration and purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public

My Commission expires

05-01-1930

1930

1387

day of



603

463.32
s90°00'e

0



Tract 2 Fayetteville Ind Park-West
765-16566-000
See plat 10-17 for remainder of easements

s00°00'e
939.84

n90°00'w
463.32

0

Data and Deed Call Listing of File: Tract2FayIndPkWest.des

Tract 1: 9.996 Acres: 435447 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/9999999; Perimeter = 2806 Feet

Tract 2: 0.328 Acres: 14285 Sq Feet: Closure = n01.3050e 0.27 Feet: Precision =1/7200; Perimeter = 1910 Feet

Tract 3: 0.539 Acres: 23496 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/9999999; Perimeter = 1930 Feet

001=Rotate +001.0656
002=/n90.00w 133.98
003=n90.00w 463.32
004=n00.00w 939.84
005=s90.00e 463.32
006=s00.00e 939.84
007=@0 Mabry QCD
008=/n88.5910W 597.3
009=n88.5910w 15.2
010=n1.0656e 939.84
011=s87.5910e 15.2
012=s01.0656w 939.84
013=@4 Easement 812-162
014=Rotate +001.0656
015=n00.00w 939.84
016=s90.00e 25.00
017=s00.00e 939.84
018=n90.00w 25.00

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and _____ ("Purchaser").

The City of Fayetteville agrees to sell a parcel of about 9.6 acres in the Fayetteville Commerce District to Purchaser for _____ DOLLARS (\$_____) and Purchaser's performance of all of the terms, conditions and promises set forth in this Agreement.

Purchaser agrees to pay to the City of Fayetteville _____ DOLLARS (\$_____) for this 9.6-acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. Sale

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 9.6 acres (hereinafter the "**Development Site**") located in the Fayetteville Commerce District by warranty deed to Purchaser for the amount of _____ DOLLARS (\$_____). This Development Site is shown on the map attached as Exhibit A and is legally described as follows:

Lot 2, Fayetteville Industrial Park-West, Fayetteville, Arkansas, as shown on the Final Plat of said Subdivision filed at Plat Book 10, Page 17 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

2. Purchase

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Purchaser agrees to buy the Development Site for _____ DOLLARS (\$_____) to be paid to the City of Fayetteville on or before the Closing Date as follows:

A. Earnest money deposit: An earnest money deposit in the amount of _____ DOLLARS

(\$ _____) shall be paid by Purchaser to the City of Fayetteville within five (5) business days of the City's approval of this agreement. If the purchase and sale is consummated, this earnest money deposit shall be applied to the purchase price at closing. If the City or Purchaser exercises its option to terminate the Agreement pursuant to paragraphs 8, 9 or 10, this earnest money deposit shall be refunded in full. If the transaction is not consummated for any other reason, the earnest money deposit shall be refunded less the City's actual incurred costs, if any, of obtaining the owner's title policy and title commitment.

B. Balance: The remaining balance of the purchase price in the amount of _____ DOLLARS (\$ _____) shall be paid to the City of Fayetteville on or before the Closing Date.

3. *Closing Date and Place*

Closing shall occur within 60 days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

4. *Date of Possession*

Possession of the Development Site shall be delivered to Purchaser on the Closing date free of any tenancies or other third party possessory rights.

5. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Purchaser. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Purchaser may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Purchaser.

6. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the Development Site by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Purchaser and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Purchaser shall be responsible for any revenue stamps

resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

7. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

8. *Purchaser's Due Diligence*

Purchaser shall have thirty (30) days from the approval of this agreement to enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Purchaser discovers any problems that would adversely impact its development and use of the Development Site for its facility, Purchaser shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Purchaser. Likewise, if the City does not remediate the problem, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without resolution of the problem.

9. *Large Scale Development Approval*

Purchaser (or its agent/lessee/representative) shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Purchaser's intended use of the Development Site for its facility. The City shall reasonably cooperate with Purchaser in Purchaser's request for development approval of its facility. Purchaser must present its development proposal through the normal City process and follow the Unified Development Code requirements. Purchaser may defer Closing hereunder during such time as its Development plat and approvals are pending review by the City, and if such are not approved, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without development plans approved by the City.

10. *Contingencies*

This contract is further contingent upon the following:

- A.
- B.
- C.

11. *Compensation to City of Fayetteville if Development Site is Sold Within 10 Years*

Purchaser is aware that the Development Site is being sold by the City at a discount of approximately \$_____ per acre below its normal selling price. If any portion of the land conveyed by this contract is sold by Purchaser within the first five years of the date of

closing, an independent appraisal of the land's value shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Purchaser, and that allocable to the improvements subsequently added by Purchaser. Purchaser shall pay 75% of the increase in appraised value of the raw land (with prorated sales cost deducted) to the City of Fayetteville. Purchaser shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.

12. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Purchaser:
ATTN:
Street Address:
City, State, ZIP:

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083

13. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

14. *Counterparts*

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

15. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

16. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

17. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

18. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

19. *Time of Essence*

Time is of the essence in this Agreement.

20. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.

PURCHASER:

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date: _____

Date: _____

By: _____
Authorized Agent:

By: _____
LIONELD JORDAN, Mayor

WITNESS:

ATTEST:

By: _____

By: _____
Sondra E. Smith, City Clerk



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan
Paul Becker, Chief Financial Officer
Don Marr, Chief of Staff
Andrea Rennie, Purchasing Manager
Chief Dayringer

FROM: Kit Williams, City Attorney

DATE: September 20, 2017

RE: Sale of Municipal Real Estate

Now that the City Council has removed its previous requirement of public bidding for the sale of municipal real estate, the Legislature has enacted such bidding requirements for the sale of real property "if the amount exceeds twenty thousand dollars (\$20,000.00). . . ." The index of the new Acts provided by the Municipal League identified this Act as "disposal of real or personal property. . ." Unfortunately Act 470 of 2017 covers much more than "disposal". I am glad I discovered and examined this four page Act regardless of its misleading index description.

I have attached Act 470 to this memo, but my understanding is that even our real estate in the Commerce Park would be subject to this law which will make it hard to negotiate deals with prospective buyers.

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ARKANSAS 2017 ACTS

Act 470

HB1483

Stricken language would be deleted from and underlined language would be added to present law.
Act 470 of the Regular Session

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16, § 5

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1 State of Arkansas
2 91st General Assembly
3 Regular Session, 2017
4
5 By: Senator Irvin
6 By: Representative Baltz

A Bill

SENATE BILL 336

For An Act To Be Entitled

AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,
PURCHASING, AND DISPOSAL OF REAL AND PERSONAL
PROPERTY OF MUNICIPALITIES; AND FOR OTHER PURPOSES.

Subtitle

TO CLARIFY THE LAW REGARDING THE SALE,
LEASE, PURCHASING, AND DISPOSAL OF REAL
AND PERSONAL PROPERTY OF MUNICIPALITIES.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:
14-54-302. Purchase, lease, and sale, and disposal authorized.

(a)(1) ~~Municipal corporations are empowered and authorized to A~~
municipality may:

(1) sell ~~sell~~, convey, lease, rent, ~~or let~~, or dispose any real
estate or personal property owned or controlled by the ~~municipal~~
~~corporations. This power and authorization shall extend and apply to all such~~
~~real estate and personal property, including that which municipality,~~
including real estate or personal property that is held by the ~~municipal~~
~~corporation municipality~~ for public or governmental ~~uses~~ and purposes; and

(2) ~~Municipal corporations are empowered and authorized to buy~~
Buy any real estate or personal property; and

(b)(1)(3)(A) ~~Municipal corporations are also empowered and authorized~~
~~to donate~~ Donate real estate or personal property, or any part thereof of the
real estate or personal property, to the federal government or any agency

1 thereof of the federal government, for any one (1) or more of the following
2 purposes, that is, having the real estate, or personal property, or both,
3 activated, reactivated, improved, or enlarged by the donee.

4 ~~(2)(A)(B)~~ The ~~municipal corporation~~ municipality may donate the
5 fee simple title and absolute interest, without any reservations or
6 restrictions, in and to all real estate, or personal property, or both, or
7 any part of the real estate or personal property, to the federal government,
8 if this real estate or personal property was previously conveyed or otherwise
9 transferred by the federal government to the ~~municipal corporation~~
10 municipality without cost to the ~~municipal corporation~~ municipality.

11 ~~(B)(C)~~ All other donation instruments shall contain
12 provisions by which the title to the property donated shall revert to the
13 ~~municipal corporation~~ municipality when the donated property is no longer
14 used by the donee for the purposes for which it was donated.

15 ~~(e)(b)~~ The execution of all contracts and conveyances and lease
16 contracts shall be performed by the mayor and city clerk or recorder, when
17 authorized by a resolution in writing and approved by a majority vote of the
18 ~~city council~~ governing body of the municipality present and participating.

19 ~~(c)~~ The mayor or his or her authorized representative may sell or
20 exchange any municipal real estate or personal property with a value of
21 twenty thousand dollars (\$20,000) or less, unless the governing body of the
22 municipality shall by ordinance establish a lesser amount.

23 ~~(d)~~ Municipal real estate or personal property to be disposed of as
24 one (1) unit shall not be sold without competitive bidding if the amount
25 exceeds twenty thousand dollars (\$20,000) or the maximum provided by
26 resolution, unless the mayor certifies in writing to the governing body of
27 the municipality that in his or her opinion the fair market value of the item
28 or lot is less than the amount established by ordinance.

29 ~~(e)(1)~~ If personal property of the municipality becomes obsolete or is
30 no longer used by a municipality, the personal property may be:

- 31 (A) Sold at public or internet auction;
32 (B) Sent to the Department of Finance and Administration's
33 Marketing and Redistribution Section;
34 (C) Transferred to another governmental entity within the
35 state; or
36 (D) Donated under this section.

(2) If an item of personal property is not disposed of under subdivision (e)(1) of this section, the item may be disposed of in the landfill used by the municipality if the mayor or his or her authorized representative certifies in writing and the governing body of the municipality approves that:

(A) The item has been rendered worthless by damage or prolonged use; or

(B) The item has:

(i) Only residual value; and

(ii) Been through public auction and not sold.

(f)(1) A record shall be maintained of all items of personal property disposed of under this section and reported to the governing body of the municipality.

(2) The municipal fixed asset listing shall be amended to reflect all disposal of real estate and personal property made under this section.

SECTION 2. Arkansas Code § 14-58-306 is repealed.

~~14-58-306. Disposal of municipal supplies, etc.~~

~~(a) In a city of the first class, city of the second class, or incorporated town, the mayor or his or her authorized representative may sell or exchange any municipal supplies, materials, or equipment with a value of twenty thousand dollars (\$20,000) or less, unless the municipal governing body shall, by ordinance, establish a lesser amount.~~

~~(b) No item or lot of supplies, material, or equipment that is to be disposed of as one (1) unit shall be sold without competitive bidding if the amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by ordinance, unless the mayor shall certify in writing to the governing body that, in his or her opinion, the fair market value of the item or lot is less than the amount established by ordinance as indicated.~~

~~(c)(1) If an item of personal property belonging to a municipality becomes obsolete or is no longer used by a municipality, it may be:~~

~~(A) Sold at public or Internet auction;~~

~~(B) Sent to the Marketing and Redistribution Section of the Office of State Procurement of the Department of Finance and Administration; or~~

1 (C) Transferred to another governmental entity within the
2 state.
3 (2) If an item is not disposed of under subdivision (c)(1) of
4 this section, the item may be disposed of in the landfill used by the
5 municipality if the mayor or his or her authorized representative certifies
6 in writing and the governing body of the municipality approves that it has:
7 (A) Been rendered worthless by damage or prolonged use; or
8 (B)(i) Only residual value; and
9 (ii) Been through public auction and not sold.
10 (d)(1) A record shall be maintained of all items disposed of and
11 reported to the governing body.
12 (2) The municipal fixed asset listing shall be amended to
13 reflect all disposal of property made under this section.
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APPROVED: 03/13/2017

NORTHWEST ARKANSAS Democrat-Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1112 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE
Public Hearing-17-5940

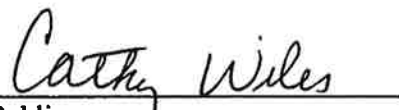
Was inserted in the Regular Edition on:

September 15, 2017

Publication Charges: \$ 54.60


Karen Caler

Subscribed and sworn to before me
This 15 day of Sept, 2017.


Notary Public
My Commission Expires: 2/20/2024

CATHY WILES
Arkansas - Benton County
Notary Public - Comm# 12397118
My Commission Expires Feb 20, 2024

****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on October 3, 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 October 3, 2017 Fayetteville City Council meeting.

ADM 17-5940: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 603): Submitted by CITY STAFF for property located EAST OF 850 EAST PUMP STATION ROAD. The Fayetteville City Council is considering the sale of about 9.6 acres it owns EAST OF 850 EAST PUMP STATION ROAD to John Keough, Manager/Trustee of Cloud City LP, for \$153,600. The proposed use of the property is a metal austempering company. This possible sale will be considered by the City Council during its October 3, 2017 meeting at 113 W. Mountain Street, Room 219. 74270457 Sept. 14, 2017

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 13th day of September, 2017, and

addressed as follows:

Name: FLYING R RANCH LLC
17848 WHEELER RD
FAYETTEVILLE, AR 72704

Name: MATRIX INVESTMENT LLC
C/O WILLIAM JOHNSON 1197 Happy Hollow Rd.
FAYETTEVILLE, AR 72701

Name: FOSTER TRUST
827 E PUMP STATION RD
FAYETTEVILLE, AR 72701

Name: CHARLES THRASHER COMBS
4821 E TURQUOISE AVE
PARADISE VALLEY, AZ 85253

Andrew Harrison
(name of person completing the mailing)



(signature of person completing the mailing)

City File No. /Name: _____ADM 17-5940



CITY OF
FAYETTEVILLE
ARKANSAS

September 13, 2017

Re: Public Notice – Sale of municipally owned real property

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a Resolution and Contract to sell to Cloud City, LP. about 9.6 acres (parcel 765-16566-000) it owns on E. Pump Station Rd. for \$153,600. The property currently contains no structures. It is zoned I-2, General Industrial. Should the sale be approved, planned improvements include the development of a metal austempering facility.

This possible sale will be considered by the City Council during its 5:30 p.m. meeting held on October 3, 2017 in Room 219 of City Hall, located 113 W. Mountain Street.

If you wish to learn more about this proposed sale, please contact Devin Howland, Director of Economic Vitality at 479-575-8221. You may also attend the October 3, 2017 City Council meeting and ask questions or make comments when this resolution is presented for City Council consideration.

Sincerely,

Devin Howland
Director of Economic Vitality
City of Fayetteville, Arkansas

CERTIFICATE OF SIGN POSTING



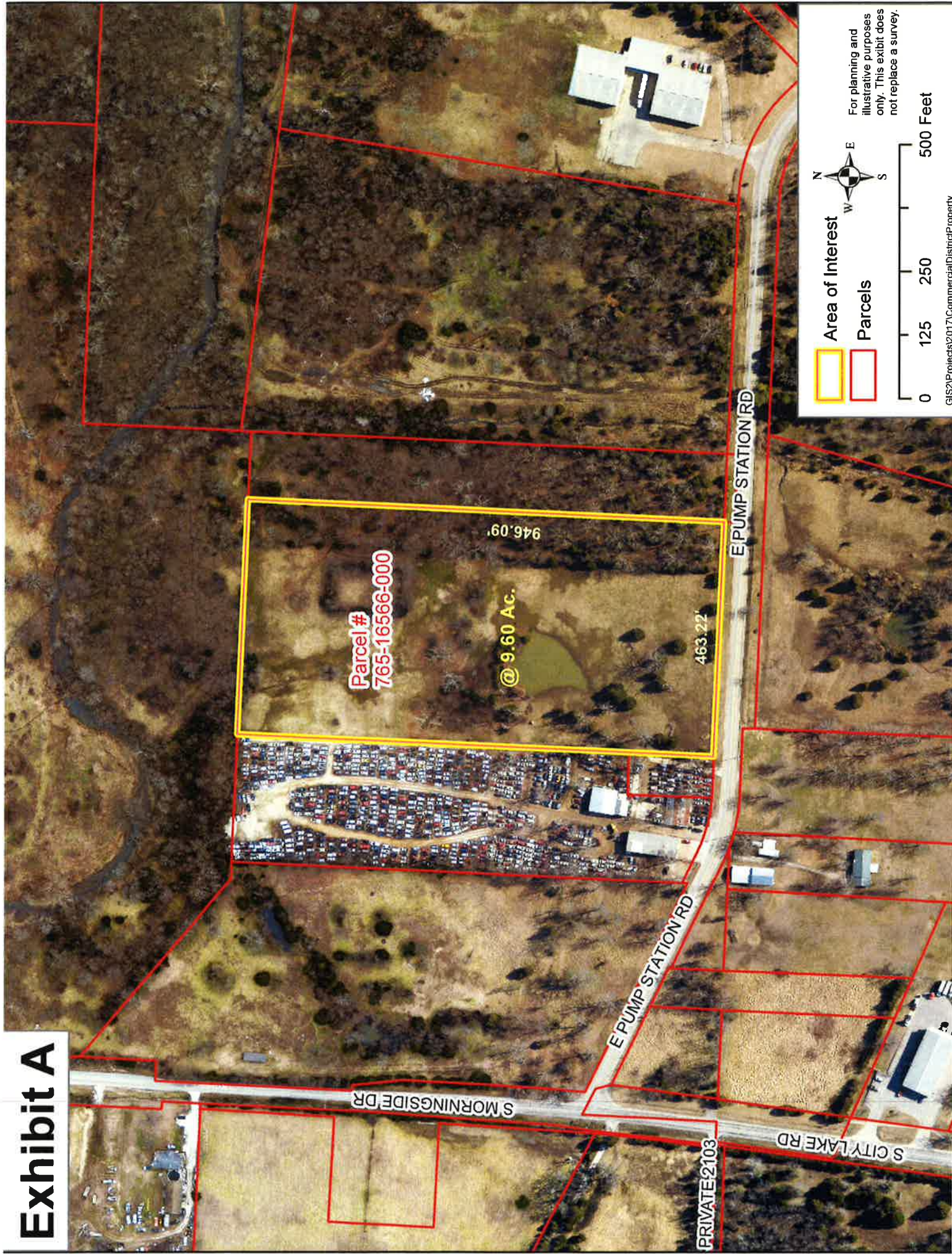
I, Andrew Harrison

*attest that the above sign was posted on September 12, 2017 adjacent to
Pump Station Rd.*

A handwritten signature in cursive script, appearing to read 'A. Harrison'.

City File No./ ADM 17-5940

Exhibit A



Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



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

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Council Member Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
September 19, 2017**

A meeting of the Fayetteville City Council was held on September 19, 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: Council Member Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Nominating Committee Report

Council Member Kinion presented the Nominating Committee report and recommended the appointments as submitted.

A copy of the report is attached.

Council Member Long moved to approve the Nominating Committee Report. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-1. Council Member Long, Gray, Marsh, Kinion, Petty, Tennant, and Bunch voting yes. Council Member La Tour voting no.

Ozark Regional Transit Report on Public Transit in Fayetteville

Jeff Hatley, Public Information Officer presented the Ozark Regional Transit report. He stated ridership was down for the year, which stems from the fire in January, but the numbers are starting to be restored. He spoke about the many veterans that use the transit system. He stated they are using insurance funds to purchase replacement vehicles. He stated the Walton Family Foundation gifted them with a grant to do a feasibility study.

Council Member La Tour stated his gratitude for allowing veterans to ride at no charge.

Jeff Hatley: Thank you. I spoke to a veteran's group and they were very appreciative. They knew some people who could definitely use the service.

Mayor Jordan: Thank you very much. Keep up the good work.

Agenda Additions: None

Consent:

Approval of the September 5, 2017 City Council Meeting Minutes.

Approved

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 \$8,476.00 and increasing the related expense budget.

Resolution 191-17 as recorded in the office of the City Clerk

Bid #17-51 Cruse Uniforms & Equipment, Inc.: A resolution to award Bid #17-51 and authorize the purchase of Class A-B Uniforms from Cruse Uniforms & Equipment, Inc. as needed through 2022, at an estimated cost of \$29,307.45 per year, for use by the Fire Department.

Resolution 192-17 as recorded in the office of the City Clerk

Assistance to Firefighters Grant: A resolution to authorize the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$110,001.00 for the purchase of a Mobile Air Cascade System Trailer for the Fire Department, and to approve a budget adjustment to provide for matching funds in the amount of \$10,999.00 and a project contingency in the amount of \$18,150.00.

Resolution 193-17 as recorded in the office of the City Clerk

Bid #17-61 Benchmark Construction of NWA, Inc.: A resolution to award Bid #17-61 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$263,800.00 for phase one of the removal and replacement of windows at City Hall, and to approve a project contingency in the amount of \$50,000.00

Resolution 194-17 as recorded in the office of the City Clerk

Council Member Marsh moved to accept the Consent Agenda as read. Council Member La Tour seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business: None

New Business:

Energy Assessment Grant Acceptance: A resolution to authorize the Mayor to sign a grant offer accepting a 90/10 matching grant from the Federal Aviation Administration in the amount of \$25,740.00 for an Airport Energy Efficiency Assessment, to authorize the City Attorney to certify the grant agreement, and to approve a budget adjustment.

Summer Fallen, Airport Services Manager gave a brief description of the resolution.

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

Resolution 195-17 as recorded in the office of the City Clerk

RFQ 17-12 Crossland Construction Company, Inc.: A resolution to authorize a contract with Crossland Construction Company, Inc., pursuant to RFQ 17-12, for Construction Manager at risk services for the Fayetteville Public Library Expansion and Renovation Projects, to approve Phase One pre-construction services in an amount not to exceed \$110,000.00, and to approve a project contingency in the amount of \$15,000.00 for Phase One.

Paul Becker, Chief Financial Officer gave a brief description of the resolution. He believes this is the way to get the best value and product at the end of the construction project.

Council Member La Tour: I am a strong proponent of competition. I think competition protects taxpayers as well as consumers. How are we going to inject competition into this cost system we are implementing for the library? Will there be competition or bidding at some point?

Paul Becker: Sure, there will be competition. The Construction Manager bids it out to the sub-contractors. The sub-contractors then submit bids to the Construction Manager. We at the city will see those bids. We will ensure we get the lowest bid to do the work. If the Construction Manager wishes to bid on a phase, then they can do that. They have to submit a bid like anyone else. There

is a bidding process all along the way. This is a good way because we do value engineering at the beginning and we see what those cost should be. This is a good way to ensure we see the lowest cost. Each of those phases is bid out to a sub-contractor, rather than receiving one bid by one contractor.

Council Member La Tour: I'm glad to hear that. I agree with your position that value engineering in the design stage is an important aspect to this process. I'm glad to know there is bidding along the line.

Mayor Jordan: Paul, have we used this process on any other projects in the city?

Paul Becker: We have used it at the library. We learned how to proceed and how to use it to our better advantage. I believe this will be successful and we will get the best product at the lowest cost to the taxpayers. This will be almost a \$50 million-dollar project by the time it is completed. We need to go carefully and prudently as possible.

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

Resolution 196-17 as recorded in the office of the City Clerk

Appeal of LSD 17-5775: (324 E. 12th Place/Morgan Manor Apts. Addition): A resolution to grant the appeal of City Council Member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a Large Scale Development.

Council Member Marsh: The entire application process was a controversial one. I received a lot of concerns from the community. The Planning Commission stretched this out for the maximum number of meetings. They were struggling with this deliberation. Five commissioners voted in support, two voted against, and two abstained because they didn't feel comfortable making a decision. They wanted this to come before the City Council for additional review. It is prudent for us to take a closer look at this decision.

Initially this project was represented to the Planning Commission as a non-profit low-income housing development. Through the Freedom of Information Act, citizens have found out that this is a private for-profit development. The applicant misrepresented the project against the advice of their attorney for financial gain. There are concerns about the lack of public process, transparency, and compliance with HUD guidelines. We have to look exclusively at the Unified Development Code and this projects compliance or lack thereof. The proposed development would violate a city ordinance, state statute, or federal statute. The proposed development would create or compound a dangerous traffic condition. The proposed elevation does not meet our design standards, the units don't open into a public space as our codes require, there are issues with the drainage infrastructure, and a lack of pedestrian connectivity to essential services.

Mayor Jordan: Did you say it violated some federal statutes?

Council Member Marsh: There is a letter saying they did not violate HUD guidelines, but there is nothing saying they were in compliance with those guidelines. They failed to notify HUD or create the appropriate paper trail in order to liquidate the Willow Heights development. They want to move these residents of low-income housing into this other housing. They were required to notify HUD of their intention to sale the property. They should have done a feasibility of rehabilitation study on the property, which was not done. They should have solicited input from the residents, which was not done until after this property was under contract. They should have had an independent appraisal of the property, which was not done. They didn't offer to sale the property for public bid. I would like to send this back to the drawing board and start the process over.

Mayor Jordan: You are saying the process was flawed?

Council Member Marsh: The process was absolutely flawed. We have a very at-risk population and they were not included in the decision to what was going to happen with their dwelling units. They are trying to relocate them to a site that does not have the connectivity that they currently live in. These are people who are heavy pedestrians and transit users and this will be substandard infrastructure.

Council Member La Tour: If we vote for this resolution, are we saying we're going to start the process over?

Council Member Marsh: We are saying that what they currently proposed is not acceptable and we want to start the process over. It's our responsibility to do this process right and protect the assets of the Housing Authority and the interest of the residents.

Council Member La Tour: If they weren't forthcoming, had inaccuracies or misrepresentation, we may have a chance to correct that. I will not fault them for being for profit. We just committed to giving a \$50 million-dollar project to a for profit organization. What is wrong with that?

Council Member Marsh: They came forward and represented themselves as a being a non-profit public entity.

Council Member La Tour: I would have a problem with misrepresentation.

Council Member Marsh: They have changed their design midway through the application process and did not submit the new drawings to the Planning Commissioners. They were making decisions on incomplete information. We need to do our due diligence and comply with all the laws.

Council Member La Tour: How much will it cost the applicant to start from ground zero? How much will they lose?

Council Member Long: They have been accused of not being forthcoming with this and representing themselves incorrectly. I would like to hear from the applicant.

Council Member Petty: If we are appealing an approved Large Scale Development, the development proposal needs to be presented at some point by staff and the applicant. I was under the impression this proposal was more or less shipwrecked whenever the loans were not approved from the Arkansas Development Finance Authority. Is this project on the table still or has it been withdrawn by the applicant?

Council Member Marsh: It was approved by our Planning Commission. Based on the feedback from my constituents, they wanted me to do my due diligence and make sure this project was dead.

Mayor Jordan: Therefore, the primary applicant at this moment is Council Member Marsh because she is bringing the appeal forward.

Council Member Marsh: I am making the appeal in the name of citizen, Melissa Terry.

A brief discussion followed about time limit procedure for citizen input at the podium.

The applicant for the development was not in attendance.

Melissa Terry, Appeal Applicant gave a brief historical description of the proposed project. She stated the proposed budget for the project is \$8.6 million. She stated the Housing Authority estimated it would cost \$2.1 million to renovate and bring Willow Heights up to standards. She spoke about design standards not being met and substandard streets. She stated she wasn't sure that the project was applicable because the tax credit application was denied, but the board chair said they were going to proceed. She believes it needs to be started anew and do it the way that the community expects.

Council Member La Tour: Seven of the Planning Commissioner members did not vote against this project. Five voted positive and the other two wouldn't vote at all. I feel uneasy about scrapping this without hearing from the other side. We are hearing only one side of the argument.

Melissa Terry: I am not sure why they aren't here.

Council Member La Tour: I would rather table this and see what they have to say. What you and Council Member Marsh are describing sounds egregious. If that was the case, then I can't believe that seven of our Planning Commissioners would not vote against it.

City Attorney Kit Williams: When something is coming up for decision like a Large Scale Development or Preliminary Plat, the only things you can consider are the six things that are listed within the Unified Development Code. Wisdom of the project is not one of those. Proper procedures that the owner might have gone through is not part of it. Whether you like the project is not part of it. That is not your discretion. You must simply look at the Unified Development Code and see if they have complied with the minimum standards the City Council has set in the UDC. When the Planning Department looked at their project they felt like they had complied with the minimum standards. The one factor that has much more discretion for either the Planning Commission or the City Council is whether or not it would create or compound a dangerous traffic situation. You need some facts for that. It still provides much more discretion on the body to decide

the issue than any of the others, which are basically, just check the box. There was an issue at the Planning Commission level about whether the community building was required to meet urban design standards. Even though the Planning Commissioner listened to Melissa Terry and many other people who thought it was not a good idea, that really is not something they could base their decision on. They need to find problems in the Unified Development Code and if they can, then it can be turned down. When you vote, if you are going to vote yes on the resolution to deny the Large Scale Development, please give me an explanation of why so we have it on the record as to why it was denied.

Council Member La Tour stated he wants to hear from the other party. He stated that maybe their absence suggests they aren't interested in the project anymore and Melissa Terry had won.

Melissa Terry: The goal is for the community to win and be able to facilitate a progression of low income housing and includes everybody.

Council Member Petty: I agree with Council Member La Tour. I want to hear what everybody has to say for it to be more effective. This will give the applicant every chance possible to be here.

There was a brief discussion about public comments.

Angela Milford is a community advocate trying to end homelessness in Northwest Arkansas. She believes the more you diversify someone's social network, the better chance they have of breaking the cycle of poverty. She wants data to be gathered to create a strategic plan for homelessness.

Ally Quinlan, Planning Commissioner stated it was made clear to us that it would be appealed to the City Council, prior to our final vote, which probably made a difference in that vote. She gave a brief historical description of the item. She spoke about architectural design standards and cost share public improvements.

City Attorney Kit Williams: Only the City Council can agree to cost shares. There's no certainty that a cost share, that helps basically a single property, would be approved by the City Council.

Council Member Petty moved to table the resolution to the October 3, 2017 City Council meeting. Council Member La Tour seconded the motion. Upon roll call the motion to table passed unanimously.

This resolution was tabled to the October 3, 2017 City Council meeting.

2017 Millage Levy: An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2017 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund, 2.5 mills for Fayetteville Public Library Operations, and 1.2 mills for the Fayetteville Public Library Expansion; and certifying the same to the County Clerk of Washington County, Arkansas.

City Attorney Kit Williams read the ordinance.

Paul Becker, Chief Financial Officer gave a brief description of the ordinance. He stated he gave a presentation at the September 12, 2017 Agenda Session that citizens could view on the City of Fayetteville website.

Council Member La Tour: If I vote yes, I will not be voting for a tax increase. Correct?

Paul Becker: You will not be voting for a tax increase.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Long seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Kinion seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5996 as Recorded in the office of the City Clerk

Announcements:

Council Member Long stated there would be a Ward 4 meeting on September 25, 2017 at 6:00 p.m. in Room 111 at City Hall.

Don Marr, Chief of Staff spoke about the Startup Crawl that will be on September 29, 2017. He reminded citizens about the Fall Bulky Waste Clean-Up on September 30, 2017. More information for the two events can be found on the City of Fayetteville website. He stated the Bikes, Blues and Barbeque Festival was approaching and citizens could view the city website for street closures. He stated that Paul Becker was announced as one of the chosen public-sector finalist in the Chief Financial Officer category of the year. He stated the city was very happy to have him and his expertise. He stated the award ceremony will be in October and the city wishes him luck. He stated that Development Services Director, Garner Stoll will be starting on October 2, 2017.

City Attorney Kit Williams spoke to the City Council about their title of Alderman being changed to Council Member, per the legislature. He gave a brief description about the Civil Rights Ordinance. He stated there will be a hearing on Thursday, September 21, 2017 at 1:30 p.m. in Judge Martin's courtroom at the Washington County courthouse.

City Council Agenda Session Presentations:

Agenda Session Presentation - Welcoming Fayetteville Plan Update

City Council Tour: None

Adjournment: 6:37 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

Smith, Lorinda

From: Smith, Sondra
Sent: Tuesday, October 03, 2017 11:40 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Subject: FW: Arkansas Department of Aeronautics Council Item

Office of the City Clerk Treasurer

Sondra E. Smith CAMC, CMC

City Clerk Treasurer

113 W. Mountain Street, Suite 308

Fayetteville, AR 72701

(479) 575-8323

ssmith@fayetteville-ar.gov



From: Gulley, Terry
Sent: Monday, October 02, 2017 4:21 PM
To: Marr, Don <dmarr@fayetteville-ar.gov>; Smith, Sondra <:ssmith@fayetteville-ar.gov>
Subject: FW: Arkansas Department of Aeronautics Council Item

Please remove this item due, to the ADA requiring additional information not previously required and also suggesting that we apply at a later date due to funding issues on their part.

From: McCoy, Dee
Sent: Monday, October 02, 2017 2:38 PM
To: Gulley, Terry <tgulley@fayetteville-ar.gov>
Subject: Arkansas Department of Aeronautics Council Item

Due to additional information received from the ADA, Agenda item A. 3 on the October 3, 2017 City Council Agenda will need to be removed. Additional information is being applied to the grant application, and will resubmitted for approval.

Dee McCoy

Financial Coordinator-Airport

Fayetteville Aviation

4500 S. School Ave

Fayetteville, AR 72701

dmccoy@fayetteville-ar.gov

T 479.718.7641

Branson, Lisa

From: CityClerk
Sent: Tuesday, October 03, 2017 4:24 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: Kerri@rockhill.studio
Subject: FW: Proposed Funding for TV Series.
Attachments: Council Members vote for True Detective.pdf

Dear City Clerk,

Please forward the attached email to all City Council Members. I spoke with the Mayor's office and was recommended to send this information. Please also print this off and make available to the Members at tonight's meeting. Thank you very much. See you there.

Kerri Elder
Rockhill Studios
479-770-3900



Council Members,

My name is Kerri Elder. My son, Blake Elder and myself have been involved in the development, creation and distribution of film and digital media content since 2008. I have been a resident of Fayetteville for many years and have made a career in business in Northwest Arkansas for as many. My son and I formed Rockhill Studios, LLC in 2016 as the result of several conclusive facts. 1. Filmmakers want to come to Fayetteville for the charming city, the variety of great filming locations, talented and skilled professionals and the economics. 2. The State of Arkansas Economic Development Commission has supported the industry through tax incentive and fantastic support for those coming here or working and residing in Arkansas. 3. There was a lack of infrastructure in the state and particularly in Fayetteville. That being a Sound Stage and Studio large enough and advanced enough to compete with larger cities such as Los Angeles and Atlanta.

After much research and sheer risk-taking, we decided to step out and privately invest as much as \$5,000,000 into that infrastructure so that a sustainable industry might have a chance in our city. This series, more than any other film project in decades, can jump-start the industry growth in Fayetteville like no other could do. We now have all the components to meet the needs. We will need to attract many trained, talented professionals who have had to go to other states to make a living at their craft. This series can do just that. We need outside revenue to come into the area to boost the money we are currently and privately investing. This series will shed a light on this incredible area as a location for future projects.

Rockhill Studios, located on Township Street in Fayetteville, contains a brand new soundproof film, video, and still photography studio, as well as a full-service production and post-production office space and is open for business and busy working with local and out of state clients. The investment was and is intended primarily to help grow the film industry in the region. Rockhill Studios and Media have already created many new full-time positions and additional contractors to support the growing business.

The film industry in Northwest Arkansas is growing, but the pace of that has been slow. The greatest need is more local crew, and for the existing crew to gain more experience. This proposed series would provide several months of jobs and training, and other immediate as well as long-term benefits. A successful project of the magnitude of this series would very likely bring more work to the area, increasing our ability to build a permanent film industry.

Rockhill Studios is proud to have taken the risk, and made the investment in the City of Fayetteville to help facilitate this revenue-generating opportunity. We are prepared to hire additional staff, both full-time and part-time positions, to support not only this project, but other projects who will consider Fayetteville as a filming destination.



Perhaps most importantly, this series coming to Fayetteville sends a signal to the industry that there is a great place to film outside of Los Angeles, Atlanta, and Canada. A place that welcomes filmmakers and understands the industry is a positive artistic, economic and technological opportunity for them and our city.

Please vote to participate and invest in this huge industry opportunity, alongside those of us in the private sector who already have been doing so and will be the foundation that supports the most definite growth this project will accelerate.

Most Sincerely,

Kerri Elder
Co-Owner, Rockhill Studios
Kerri@rockhill.studio

Blake Elder
President and CEO, Rockhill Studios
blake@rockhill.studio

Kris Katrosh
Consultant to Rockhill Studios

Smith, Lorinda

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Sent: Tuesday, October 03, 2017 4:24 PM
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Most Sincerely,

Kerri Elder
Co-Owner, Rockhill Studios
Kerri@rockhill.studio

Blake Elder
President and CEO, Rockhill Studios
blake@rockhill.studio

Kris Katrosh
Consultant to Rockhill Studios

Johnson, Kimberly

From: CityClerk
Sent: Friday, September 29, 2017 4:08 PM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: egorman3@icloud.com
Subject: FW: Senior Center Budget Adjustment

From: Elizabeth Gorman [mailto:egorman3@icloud.com]
Sent: Friday, September 29, 2017 3:04 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Senior Center Budget Adjustment

Hello,

I am writing to ask that you please approve the Senior Center budget adjustment. This center provides us many resources for the elderly of the community to whom we own so much.

Thank you,
Elizabeth Gorman

Sent from my iPhone

Johnson, Kimberly

From: CityClerk
Sent: Friday, September 29, 2017 10:08 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: dmmcwethy@cox.net
Subject: Fayetteville Senior Activity and Wellness Center Kitchen Expansion

Sondra:

Here's a blog I just posted to my (alleged) 2517 followers; if the formatting gets screwed up in transmission (as mine often do), I'd appreciate it if you'd use your judgment to make a silk purse out of a sow's ear.



David McWethy

1660 N. Salem Road

Fayetteville, AR 72704-5700

Senior Center funding item on next Tuesday's City Council meeting

Next Tuesday one of the items before the City Council has to do with a \$150,000 CDBG budget adjustment, to provide for the installation of a kitchen hood; staff restroom & a new drink station; epoxy floors at the new & existing kitchen; and a walk-in freezer & dishwasher for the Fayetteville Senior Activity and Wellness Center, located near Walker Park. This Community Development Block Grant money is FEDERAL FUNDS--they're not derived from local property taxes.

If you're not familiar with the Senior Center, it's open from 7:45 to 1:00 and besides being the source of the Meals on Wheels program, it offers free transportation to hundreds of the Fayetteville elderly so they can keep doctor's appointments, shop, and most importantly, be in a place where they can be physically and mentally stimulated and socialize with their peers instead of feeling like a burden if they "have to move in with the kids" and be isolated and alone during most of the day.

I'd VERY MUCH like to offer my support for this item, but am wheelchair-bound and won't be able to attend the meeting and speak of behalf of its approval. But that doesn't keep me from urging everyone who reads this post to contact their ward representative and request that the item be approved. Or better yet, send an e-mail urging APPROVAL OF THE SENIOR CENTER FUNDING to City Clerk Sondra Smith at cityclerk@fayetteville-ar.gov and she can forward your comments to the Mayor and entire City Council.

In conclusion, I want to remind every reader of this post (unless they're already painfully aware of the fact): One day you, too, may become elderly and in need of the Senior Center's services. So don't put it off: Send that e-mail NOW; it doesn't have to be erudite or wordy. "Please approve the Senior Center budget adjustment" will do the job.

Johnson, Kimberly

From: CityClerk
Sent: Friday, September 29, 2017 10:34 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: sicnarf942@gmail.com
Subject: Fayetteville Senior Activity and Wellness Center Kitchen Expansion

From: sicnarf942@gmail.com [mailto:sicnarf942@gmail.com]
Sent: Friday, September 29, 2017 8:41 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Fayetteville Senior Center

Please approve the Senior Center Budget Adjustment. My wife and I have been attending the Center since we moved to Ar in 2012 and we wouldn't be as healthy as we are except for them. At 75 we really enjoy their exercise classes. The director Cayla Wilson is top notch
Fran and June Meunier
346 N Drewrys Bluff Dr

Sent from Mail for Windows 10

Johnson, Kimberly

From: CityClerk
Sent: Monday, October 02, 2017 10:38 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: slpmelissa@yahoo.com
Subject: FW: APPROVAL OF THE SENIOR CENTER FUNDING

From: Melissa Pinter [mailto:slpmelissa@yahoo.com]
Sent: Friday, September 29, 2017 9:11 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: APPROVAL OF THE SENIOR CENTER FUNDING

We have to take care of our senior citizens.

APPROVAL OF THE SENIOR CENTER FUNDING

Johnson, Kimberly

From: CityClerk
Sent: Friday, September 29, 2017 10:17 AM
To: Alan Long (Longward4@gmail.com); Pennington, Blake; Broyles, Lana; citycouncil@matthewpetty.org; Marr, Don; Eads, Gail; Roberts, Gina; Johnson, Kimberly; Williams, Kit; Branson, Lisa; Jordan, Lioneld; Lynch, Rhonda; Norton, Susan; Smith, Lorinda; Smith, Sondra; Gray, Adella; Marsh, Sarah; Kinion, Mark; Tennant, Justin; Bunch, Sarah; La Tour, John; Long, Alan
Cc: Ellen T
Subject: Fayetteville Senior Activity and Wellness Center Kitchen Expansion

From: Ellen T [mailto:whalechaser@yahoo.com]
Sent: Friday, September 29, 2017 8:02 AM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Subject: Senior center

Please approve the improvements for the senior center. I have delivered meals in wheels for 5 years. It is doing a world of good in this community and should. Continue to do so.
Ellen Thompson

Sent from my iPhone

*Additional Info.
for nominating
Committee Report*

FAYETTEVILLE HOUSING AUTHORITY

#1 NORTH SCHOOL AVE.
FAYETTEVILLE, AR 72701-5928
PH: (479) 521-3850 FAX: (479) 442-6771
TDDY PH: 1-800-285-1121
Website: www.fayettevillehousingauthority.org



September 29, 2017

Mayor Lioneld Jordan &
Fayetteville City Council Members
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan & City Council Members:

This letter is to confirm that the Fayetteville Housing Authority's Board elected Elizabeth Stinnett to serve a five (5) year term at its September 28, 2017 regular board meeting.

Elizabeth Stinnett's term will expire on December 31, 2022.

The Fayetteville Housing Authority Board requests that the election of Elizabeth Stinnett be placed on the next City Council's Meeting Agenda to be formally confirmed by the municipality governing body in accordance with the Arkansas State Statute #14-169-208.

If you have any questions, please feel free to contact me by phone or by email.

Sincerely,

Deniece Smiley
Executive Director

CC : Kit Williams, Fayetteville City Attorney
James Crouch

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 26, 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 [2016-0584](#)

APPROVAL OF THE SEPTEMBER 19, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0526](#)

MISSY GIPSON LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$775.00

Attachments: [MISSY GIPSON LEASE AGREEMENT](#)

A. 3 [2017-0528](#)

ARKANSAS DEPARTMENT OF AERONAUTICS:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS](#)

A. 4 [2017-0513](#)**BID #17-52 CINTAS CORPORATION:**

A RESOLUTION TO AWARD BID #17-52 AND AUTHORIZE THE PURCHASE OF CLASS C UNIFORMS FROM CINTAS CORPORATION AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$13,728.30 PER YEAR

Attachments: [BID #17-52 CINTAS CORPORATION](#)

A. 5 [2017-0516](#)**BID #17-53 RUSH RUNNING COMPANY:**

A RESOLUTION TO AWARD BID #17-53 AND AUTHORIZE THE PURCHASE OF RUNNING SHOES FROM RUSH RUNNING COMPANY AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$8,400.00 PER YEAR

Attachments: [BID #17-53 RUSH RUNNING COMPANY](#)

A. 6 [2017-0517](#)**HUTCHENS CONSTRUCTION CO.:**

A RESOLUTION TO AWARD BID #17-60 AND AUTHORIZE A CONTRACT WITH HUTCHENS CONSTRUCTION CO. IN THE AMOUNT OF \$26,082.00 FOR PARKING LOT PAVING AT THE CITY-OWNED PROPERTY OCCUPIED BY THE ELLEN SMITH HEAD START PROGRAM LOCATED AT 2052 SOUTH GARLAND AVENUE

Attachments: [HUTCHENS CONSTRUCTION CO.](#)

A. 7 [2017-0520](#)**FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO INCREASE FUNDING FOR THE FAYETTEVILLE RACE SERIES BY THE AMOUNT OF \$10,726.00

Attachments: [FAYETTEVILLE RACE SERIES/SPECIAL EVENTS](#)
 [BA FAYETTEVILLE RACE SERIES/SPECIAL EVENTS](#)

A. 8 [2017-0523](#)**FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN
EXPANSION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$150,000.00 FOR THE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: [FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXP.](#)
[BA_FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN I](#)

A. 9 [2017-0519](#)**TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT:**

A RESOLUTION TO APPROVE A PAYMENT IN THE AMOUNT OF \$4,000.00 TO THE UNIVERSITY OF ARKANSAS FOR COSTS ASSOCIATED WITH A TRAIL OF TEARS MEMORIAL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT](#)
[BA_TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT](#)

A. 10 [2017-0527](#)**BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.](#)
[BA BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.](#)

A. 11 [2017-0500](#)**MCCLELLAND CONSULTING ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$107,144.55 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16 BETWEEN COLLEGE AVENUE AND HUNTSVILLE ROAD REQUIRED FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,714.45

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

A. 12 [2017-0501](#)**HAWKINS-WEIR ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

Attachments: [HAWKINS-WEIR ENGINEERS, INC](#)

A. 13 [2017-0503](#)**SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK ACROSS PART OF THE SOUTH PORTION OF THE GULLEY ROAD WATER TANK PROPERTY TO ALLOW A SECONDARY POINT OF ACCESS

Attachments: [SCOTT HANCOCK ACCESS EASEMENT](#)

A. 14 [2017-0505](#)**GARDEN DISTRICT TOWNHOMES, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9th STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE WITH THE TOTAL COST TO GARDEN DISTRICT TOWNHOMES NOT TO EXCEED \$5,611.14

Attachments: [GARDEN DISTRICT TOWNHOMES, LLC](#)

B. Unfinished Business:**B. 1** [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: [LSD 17-5775 \(324 E. 12TH PLACE/MORGAN MANOR APTS\)](#)

At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.

C. New Business:**C. 1** [2017-0510](#)**STARR DRIVE WATER COST SHARE:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH ROBERT MARTIN, ANDREW WILLIAMS, AND NICK BANKS FOR THE INSTALLATION OF WATER MAIN ALONG A 1,520 FOOT PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00

Attachments: [STARR DRIVE WATER COST SHARE](#)

C. 2 [2017-0507](#)**OVIVO USA, LLC:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF REPAIR PARTS FOR A SCREENING UNIT AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY FROM OVIVO USA, LLC IN THE AMOUNT OF \$35,252.93

Attachments: [OVIVO USA, LLC](#)

C. 3 [2017-0502](#)**BID #17-55 A&A SERVICE ELECTRIC INC.:**

A RESOLUTION TO AWARD BID #17-55 AND AUTHORIZE A CONTRACT WITH A&A SERVICE ELECTRIC, INC. IN THE AMOUNT OF \$810,483.00 FOR THE INSTALLATION OF LIGHTING ALONG THE MUD CREEK TRAIL AND THE NORTHERN PORTION OF THE RAZORBACK REGIONAL GREENWAY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$16,209.66, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BID #17-55 A&A SERVICE ELECTRIC INC.](#)
 [BA BID #17-55 A&A SERVICE ELECTRIC INC.](#)

C. 4 [2017-0512](#)**HEARTH HOMELESS HOUSING PROGRAM:**

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE COMMUNITY RESOURCES DIVISION TO HIRE A THIRD CASE MANAGER TO PROVIDE HOUSING SERVICES FOR HOMELESS FAYETTEVILLE RESIDENTS

Attachments: [HEARTH HOMELESS HOUSING PROGRAM](#)

C. 5 [2017-0509](#)**RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5915 FOR APPROXIMATELY 2.38 ACRES LOCATED WEST OF 825 SOUTH RAZORBACK ROAD FROM I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO UT, URBAN THOROUGHFARE

Attachments: [RZN 17-5915 \(S. 825 S. RAZORBACK RD./RAZORBACK RD\)](#)

C. 6 [2017-0518](#)**COMMERCE DISTRICT LAND SELL:**

A RESOLUTION TO SELL ABOUT 9.6 ACRES OF LAND IN THE COMMERCE DISTRICT TO CLOUD CITY LP FOR \$153,600.00

Attachments: [COMMERCE PARK LAND SELL](#)

C. 7 [2017-0525](#)**NETWORK EPISODIC TELEVISION SERIES:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED \$500,000.00 OVER A TWO-YEAR PERIOD

Attachments: [NETWORK EPISODIC TELEVISION SERIES:](#)

C. 8 [2017-0532](#)**SMALL CELL COMMUNICATIONS FACILITIES:**

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: [SMALL CELL COMMUNICATIONS FACILITIES](#)

C. 9 [2017-0533](#)**AMEND TOWN AND GOWN ADVISORY COMMITTEE:**

AN ORDINANCE TO AMEND § 33.360 **PURPOSE AND ESTABLISHMENT**, § 33.361 **COMPOSITION**, AND § 33.364 **MEETINGS** OF ARTICLE XXIV **TOWN AND GOWN ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES; TO REDEFINE THE MEMBERSHIP OF THE COMMITTEE TO BETTER FIT THE NEW PURPOSE AND MINIMIZE REDUNDANCY OF CITY AND UNIVERSITY STAFF ON THE COMMITTEE; AND TO REDUCE THE NUMBER OF REQUIRED MEETINGS FROM FOUR TO TWO EACH YEAR

Attachments: [AMEND TOWN AND GOWN ADVISORY COMMITTEE](#)

C. 10 [2017-0508](#)**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: [2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0514](#)

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

D. 2 [2017-0536](#)

AGENDA SESSION PRESENTATION - 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN - PAUL BECKER

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0584

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE SEPTEMBER 19, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0526

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

MISSY GIPSON LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$775.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a short-term lease agreement, a copy of which is attached to this Resolution and made a part hereof, with Missy Gipson for the Drake Field Terminal Building banquet space from October 4, 2017 to November 14, 2017, for rent in the amount of \$775.00.

City of Fayetteville Staff Review Form

2017-0526

Legistar File ID

10/3/2017

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

Summer Fallen

9/15/2017

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 Missy Gipson for terminal space to conduct rehearsal for a community play.

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 OCTOBER 3, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Services Manager

DATE: September 15, 2017

SUBJECT: Missy Gipson Lease Agreement

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on a short-term lease agreement between the City of Fayetteville and Missy Gipson.

DISCUSSION:

Missy Gipson will be conducting rehearsals in the airport terminal space for a community play.

BUDGET/STAFF IMPACT:

This lease will provide \$775 in revenue to the airport.

ATTACHMENTS:

SRF
SRM
Lease Agreement
Exhibit A

Lease Agreement
between The City of Fayetteville, Arkansas
And
Missy Gipson

The purpose of this Lease Agreement is to establish an agreement between the City of Fayetteville, Arkansas ("City") **Missy Gipson** for the use of space available in the City's Drake Field terminal building to conduct rehearsal for the Pilot Arts' play rehearsal.

1. **Leased Premises.** For and in consideration of the rents, covenants and agreements herein entered into and agreed upon by **MISSY GIPSON** as obligations to the City, the City lets, leases and demises unto **MISSY GIPSON**, subject to the terms and conditions contained herein, the following described property situated in Washington, County, Arkansas: Drake Field Terminal Building banquet area.

2. **Term.** This term shall commence on October 4, 2017, and shall end on November 14, 2017. The term of this lease may be terminated early by the City without cause only upon thirty days prior written notice. The term of this lease may be extended only upon the mutual agreement of **MISSY GIPSON** and the City.

3. **Rent.** **MISSY GIPSON** agrees to pay to City of Fayetteville as rental for the term of this lease the sum of \$775 it uses the Leased Premises. The Airport Administration Office will prepare an invoice following the end of each calendar month based on the number of days the Leased Premises are used by **MISSY GIPSON**. Each monthly payment is due on or before the last day of the month in which the invoice is received. A late fee shall be imposed, at the highest rate allowable by law, on all payments which are not received by City of Fayetteville within five (5) business days from the due date.

4. **Use.** **MISSY GIPSON** agrees to use the lease premises for rehearsals during regular operating hours of the Airport Terminal, which are 6:00 a.m – 10:00 p.m. Monday through Friday and 8:00 a.m – 8:00 p.m Saturday through Sunday. **MISSY GIPSON** shall coordinate with the Airport Administration Office if the Leased Premises are required after 4:00 p.m Monday through Thursday or at any time Friday through Sunday. Classes and events shall be scheduled through the Airport Administration Office at least two weeks in advance. **MISSY GIPSON** will notify the Airport Administration Office of any cancelled classes as soon as possible. An **MISSY GIPSON** staff member or representative will be present at the beginning of a day's classes to set up needed items and at the end of the day to clean up. **MISSY GIPSON** is not required to dismantle or move its tables and chairs at the end of the day unless notified by the Airport Administration Office.

5. **Preemptive Use or Access by the City.** **MISSY GIPSON** acknowledges that the Transportation Security Administration may require use of the Leased Premises for certain chartered flights that may interfere with **MISSY GIPSON**'s use. In the event of such preemption, the Airport Administration Office will make every effort to locate an alternative site at no additional cost to **MISSY GIPSON** but makes no guarantees. **MISSY GIPSON** shall not be

12. **Non-Waiver.** It is agreed that the failure of City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by **MISSY GIPSON** under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

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

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

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

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

CITY OF FAYETTEVILLE:

Missy Gipson

By: _____
LIONELD JORDAN, Mayor

By: Missy Gipson
Printed Name: Missy Gipson
Title: DIRECTOR

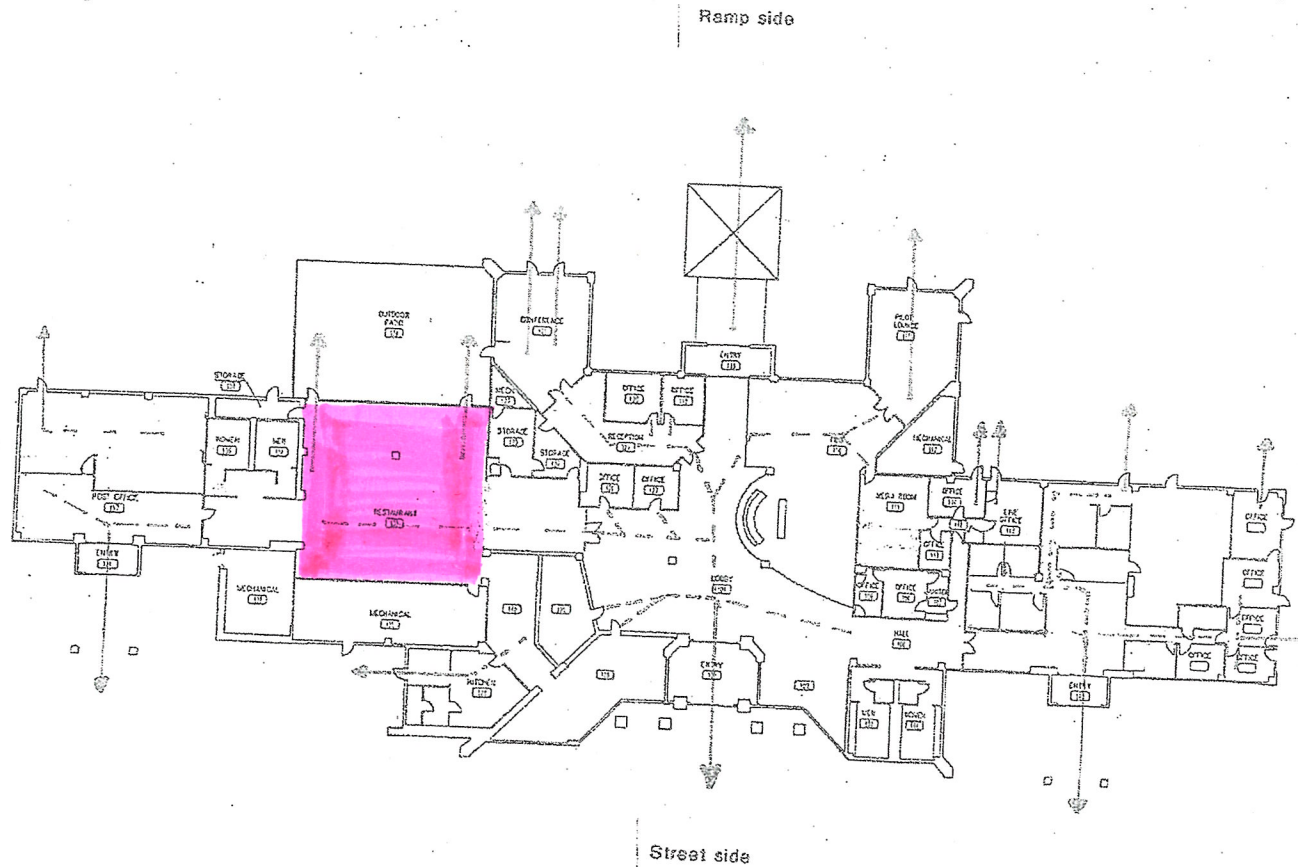
ATTEST:

By: _____
SONDRA SMITH, City Clerk

Exhibit A- Temporary Lease Space

Fayetteville Executive Airport

Terminal Building





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0528

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

ARKANSAS DEPARTMENT OF AERONAUTICS:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT 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 authorizes the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$148,720.00 for rehabilitation of the terminal parking lot at Drake Field.

City of Fayetteville Staff Review Form

2017-0528

Legistar File ID

October 3 2017

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

Summer Fallen

9/15/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division submit an 80-20 grant application to the Arkansas Department of Aeronautics in the amount of \$148,720.00 for the rehabilitation of the terminal parking lot at Fayetteville – Drake Field.

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 OCTOBER 3, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Summer Fallen, Airport Services Manager

DATE: September 15 2017

SUBJECT: Parking Lot Rehabilitation State Grant Application

Recommendation

Staff requests approval for the Aviation Division submit an 80-20 grant application to the Arkansas Department of Aeronautics in the amount of \$148,720.00 for the rehabilitation of the terminal parking lot at Fayetteville – Drake Field.

Background

In an effort to provide quality infrastructure for airport customers, the Aviation Division is pursuing a grant from the Arkansas Department of Aeronautics to rehabilitate the terminal parking lot. To properly address the varying levels of wear and use for the parking lot, the Aviation Division intends to perform a mill and overlay and surface treatment to the parking lot.

Discussion

The Aviation Division approached the Arkansas Department of Aeronautics (ADA) to inquire about a grant that would fund the parking lot rehabilitation. While the ADA was receptive to the proposed project, there is uncertainty as to whether the state would have the income necessary to fund the entire project. As a result, the airport will submit an 80-20 grant application for the entire scope of the project. If the state is unable to fund the project as submitted, the scope of the project may be reduced to fit the ADA's funding restrictions. To maximize the resources for the rehabilitation project, the Aviation Division will utilize Transportation Department equipment and personnel. In addition to avoiding the lengthy bidding process, this approach will allow the project to be completed at a cheaper cost.

The grant application submitted as part of this packet represents the maximum share required by the City to complete this work. A summary of all project costs is included with this packet. Below is a breakdown of the total expected project funding.

Budget/Staff Impact

ADA:	\$148,720.00
City of Fayetteville:	\$37,180.00
TOTAL:	\$185,900.00

The Aviation Division will expend up to \$55,770.00 of its fund balance reserve, \$37,180.00, in order to match 20% of the total project cost, plus a project contingency to 10 % of the approved project budget, or \$18,590.00.

Attachments

Staff Review Form, City Council Memo, Grant Application



September 14, 2017

Jerry Chism
Arkansas Department of Aeronautics
2315 Crisp Drive
Hangar 8
Little Rock, AR 72202

Re: Fayetteville – Drake Field
Terminal Parking Rehabilitation
Application for Airport Aid

Dear Mr. Chism:

Thanks to the past help of the Arkansas Department of Aeronautics, Fayetteville – Drake Field continues to prosper. Your recent assistance has allowed us to perform a hangar roof rehabilitation, pavement rehabilitation of terminal apron pavement, rehabilitation of all airfield pavement markings, improvements to the runway safety area, and the construction of a GA apron expansion.

In an effort to provide quality infrastructure for our airport customers, Fayetteville – Drake Field Airport is pursuing a grant to rehabilitate the terminal parking lot. The parking lot received a surface treatment in 2007. However, the primary areas for vehicular parking are currently beyond surface treatment alternatives and will require major rehabilitation.

Enclosed is a grant request for the rehabilitation of the terminal parking lot at the airport. The project includes the mill and 2.5" overlay for the most severely damaged areas of the parking lot and the surface treatment of all remaining pavement.

We respectfully request your consideration of this grant for the amount of \$148,720.00. We greatly appreciate the assistance you have given the Airport on past projects, and we look forward to working with you on this project as well.

Please call me or Ben Perea with Garver if you have any questions or comments.

Sincerely,

Mr. Lioneld Jordan
Mayor
City of Fayetteville

Attachments: ADA Grant Application
Project Budget
Project Exhibit

State Airport Aid Application – Page 1

The City/County of Fayetteville, herein called "Sponsor", hereby makes application to the Arkansas Department of Aeronautics for State funds pursuant to Act 733 of 1977, for the purpose of aiding in financing a project for the development of a municipal airport located in the city of Fayetteville Arkansas, Washington county.

Date of Request: September 29, 2017

Name of Airport: Fayetteville – Drake Field (FYV)

Name and address of City/County Commission sponsoring request:

City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Phone Number: 479-575-8330

Fax Number: 479-585-8257

Person to Contact about project:

Summer Fallen, Airport Services Manager
City of Fayetteville
Fayetteville – Drake Field

Phone Number: 479-718-7642

Cell Number: _____

Fax Number: 479-718-7646

Name and address of Engineering Firm (if applicable):

Garver
2049 E. Joyce Blvd.
Suite 400
Fayetteville, AR 72703

Contact Person: Ben Perea

Phone/Fax Number: 479-527-9100

Describe the work to be accomplished: The project includes 2.5" milling of existing asphalt parking lot, 2.5" asphalt overlay, surface treatment, and pavement marking. With exception to pavement markings, all work will be performed by City of Fayetteville Transportation Department personnel and equipment.

State and Local Project Costs:
Please indicate:

Federal AIP Projects:
AIP Number: N/A

☐ 50-50% Match

☒ 80-20% Match

☐ 90-10% Match

☐ 100

☐ 95-5% Match

☐ 90-10% Match

Total Cost of Project: \$185,900.00

Local Share/Funds: \$37,180.00

Local Share/In-Kind: _____

State Share: \$148,720.00

Total Cost of Project: _____

Federal Share: _____

State Share: _____

Local Share: _____

State Airport Aid Application – Page 2

Provide the information listed below as it applies to your project:

Funding:

Source of Funds: Arkansas Department of Aeronautics (80%) City of Fayetteville (20%)

Source of In-Kind Services: N/A

Estimated starting date of project: November 1, 2017

Estimated completion date of project: July 1, 2018

Project will be for: New Airport Existing Airport

Is land to be leased or purchased? N/A

Description of land and cost per acre: N/A

Provide the Federal AIP Grant Number (if applicable): N/A

State Legislators for your area:

State Senator: Uvalde Lindsey

State Representative: Charlie Collins

State Airport Aid Application – Page 3

The sponsor agrees to furnish the Arkansas Department of Aeronautics a copy of the legal instrument affecting use of the property for an airport. In application for a new landing site or expansion of existing facility, the FAA Form 7480-1, *Notice of Landing Area Proposal*, must be approved by the FAA before review for grant can be made by the State. Applications for hangar construction or renovation funds must include a signed lease agreement. This agreement must be in compliance with all FAA grant assurances. The application must be based on bids and include a calculated return on investment.

No land, hangars, or buildings purchased with State Grant funds may be sold or disposed of without State Aeronautics Commission prior approval. All requests for sale or disposal of property will be considered on an individual case basis. No hangar (funded by a grant from the Department of Aeronautics) shall be used for non-aviation purposes without State Aeronautics Commission prior approval. All requests for non-aviation use will be considered on a case-by-case basis. Failure to receive prior approval from A.D.A. concerning land and/or building use could result in the commission requesting grant refund from the Sponsor. Additionally, all hgr/building grant applications must include proof of insurance coverage.

No airport accepting State Grant funding may issue an Exclusive Rights lease.

All applications for navigational aids (such as NDB or ILS) must have FAA site approval before a state grant can be approved.

All Grant applications involving Federal Airport Improvement Program (AIP) funding must be accompanied by the approved FAA grant agreement with grant number assigned.

If this project is approved by the Arkansas Department of Aeronautics, and is accepted by the sponsor, it is agreed that all developments and construction shall meet standard FAA construction practices as outlined in the specifications of this agreement. Runways, Taxiways, Parking Ramps, etc. shall have a base and a thickness that will accommodate the weight of aircraft expected to operate at this airport.

All grant applicants (City and/or County) are totally responsible for compliance with all Federal, State, County, and City laws, Statutes, Ordinances, Rules, Regulations, and Executive Orders concerning contracts and purchases for which this grant is approved and issued.

It is understood and agreed that the sponsor shall start this project immediately upon award of grant. It is also agreed that this project shall be completed within one year from the date of acceptance of this grant by the Arkansas Department of Aeronautics. Applications for extension will be entertained if circumstances beyond the sponsor's control occur. Amendment requests are to be made only under extraordinary circumstances.

Funds will be disbursed according to Department procedures and final inspection of completed project (See payment instruction page). *Payment of grant funds are contingent upon the Department's annual appropriation.*

IN WITNESS WHEREOF, the sponsor has caused this Application for State Airport Aid to be duly executed in its name, this _____ day of _____, 20____.

Mr. Lioneld Jordan

Name of Sponsor

Authorized Signature

Mayor

Title

**FAYETTEVILLE - DRAKE FIELD AIRPORT
 TERMINAL PARKING LOT REHABILITATION
 OPTION 1: 2.5" MILL & OVERLAY, SURFACE TREATMENT**

IN-KIND MATERIALS / SERVICE REIMBURSEMENT - PERFORMED BY CITY OF FAYETTEVILLE STREET DEPARTMENT

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED AMOUNT
1	2.5" Asphalt Overlay	TN	1700	\$50.00	\$85,000.00
2	Surface Treatment	SY	10,300	\$3.00	\$30,900.00
3	Tack Oil	GAL	1,000	\$5.00	\$5,000.00
4	COF Transportation Dept Personnel	LS	1	\$15,000.00	\$15,000.00
5	COF Transportation Dept Equipment	LS	1	\$30,000.00	\$30,000.00
ESTIMATED TOTAL IN-KIND MATERIALS / SERVICE REIMBURSEMENT					\$165,900.00

ESTIMATED WORK COMPLETED BY CONTRACTOR HIRED BY THE CITY

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ESTIMATED AMOUNT
1	Pavement Markings	LS	1	\$15,000.00	\$15,000.00
ESTIMATED TOTAL WORK COMPLETED BY CONTRACTOR					\$15,000.00

ESTIMATED PERSONNEL AND EQUIPMENT COST FOR WORK COMPLETED BY THE CITY OF FAYETTEVILLE TRANSPORTATION DEPARTMENT

ESTIMATED TOTAL CONSTRUCTION COST **\$180,900.00**

TOTAL ENGINEERING FEES (ESTIMATED) **\$5,000.00**

TOTAL ESTIMATED PROJECT COST **\$185,900.00**

PROJECT FUNDING (80-20 ADA Grant)	TOTAL
ADA (80%)	\$148,720.00
Sponsor (20%) - Remainder	\$37,180.00
TOTAL PROJECTED FUNDING	\$185,900.00





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0513

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #17-52 CINTAS CORPORATION:

A RESOLUTION TO AWARD BID #17-52 AND AUTHORIZE THE PURCHASE OF CLASS C UNIFORMS FROM CINTAS CORPORATION AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$13,728.30 PER YEAR

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 #17-52 and authorizes the purchase of Class C Uniforms from Cintas Corporation as needed by the Fire Department through 2022, at an estimated cost of \$13,728.30 per year.

City of Fayetteville Staff Review Form

2017-0513

Legistar File ID

10/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

9/14/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Uniform Bid: Bid 17-52, Fire Department Uniforms - Class C, to and approving the purchase of Class C uniforms for the Fayetteville Fire Department as needed through 2022 with Cintas Corporation.

Budget Impact:

1010.3020.5302.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 87,500.00

Funds Obligated \$ 29,117.62

Current Balance \$ 58,382.38

Does item have a cost? Yes

Item Cost \$ 13,728.30

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 44,654.08

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The estimated expenditures for the Class C Uniforms this year and the subsequent years is \$13,728.30 annually.



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: September 14, 2017

SUBJECT: A resolution awarding Uniform Bid: Bid 17-52, Fire Department Uniforms - Class C, to and approving the purchase of Class C uniforms for the Fayetteville Fire Department as needed through 2022 with Cintas Corporation.

RECOMMENDATION:

A resolution awarding Uniform Bid: Bid 17-52, Fire Department Uniforms - Class C, to and approving the purchase of Class C uniforms for the Fayetteville Fire Department as needed through 2022 with Cintas Corporation.

BACKGROUND:

The City of Fayetteville Fire Department will utilize a quartermaster uniform system. Under this system, the City provides uniforms for Fire Department personnel which are replaced as they become worn or otherwise unusable.

DISCUSSION:

Sealed formal bids for the purchase of the Class C uniform items were publicly read and the results are attached to this memo. Class C uniform items include physical fitness clothing such as t-shirts, shorts, sweatpants, and hats.

BUDGET/STAFF IMPACT:

The estimated expenditures for the Class C Uniforms this year and the subsequent years is \$13,728.30 annually.

Attachments:

Bid Documents



Fire Department Uniforms - Class C

Bid No. 17-52

Official Bid Tabulation

Bid No. 17-52

Date: 2017

Time: 2:00 PM

Lionel Jordan, Mayor

Number of Addendums: 0

			Cintas Corporation		Cruse Uniforms & Equipment		Forge Work Boots & Gear		Galls, LLC		Home Team Athletics		Wildheart Designs	
Item	Description	Qty.	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Short Sleeve T-Shirt	500	\$ 5.99	\$ 2,995.00	\$ 9.00	\$ 4,500.00	\$ 10.25	\$ 5,125.00	\$ 17.50	\$ 8,750.00	\$ 6.75	\$ 3,375.00	\$ 7.00	\$ 3,500.00
	Manufacturer/Model		PC55		GILDAN/8000		PORT & CO. #PC55P		5.11/71309		GILDAN #5000		PORT & Co./PC55	
2	Long Sleeve T-Shirt	250	\$ 8.99	\$ 2,247.50	\$ 14.00	\$ 3,500.00	\$ 12.00	\$ 3,000.00	\$ 21.00	\$ 5,250.00	\$ 8.80	\$ 2,200.00	\$ 11.00	\$ 2,750.00
	Manufacturer/Model		PC55LS		GILDAN/8400		PORT & CO. #PC55S		5.11/72318		GILDAN #5400		PORT & Co./PC55S	
3	Quarter-Zip Job Shirt	50	\$ 40.99	\$ 2,049.50	\$ 58.00	\$ 2,900.00	\$ 60.00	\$ 3,000.00	\$ 26.00	\$ 1,300.00	\$ 43.95	\$ 2,197.50	\$ 52.00	\$ 2,600.00
	Manufacturer/Model		CS626		5.11/72314		5.11 #72314		GALLS/ST135		GAME #8025		RESPONDER/8025-T DEFENDER/8020-D	
4	Sweat Pants	110	\$ 12.49	\$ 1,373.90	\$ 23.00	\$ 2,530.00	\$ 15.00	\$ 1,650.00	\$ 12.99	\$ 1,428.90	\$ 12.48	\$ 1,372.80	\$ 17.50	\$ 1,925.00
	Manufacturer/Model		18200		GILDAN/18400		JERZEES #974MP		JERZEES/973M		GILDAN #18500		GILDAN/184	
5	Sweat Shirt	110	\$ 12.99	\$ 1,428.90	\$ 15.00	\$ 1,650.00	\$ 12.50	\$ 1,375.00	\$ 13.75	\$ 1,512.50	\$ 9.65	\$ 1,061.50	\$ 11.50	\$ 1,265.00
	Manufacturer/Model		18000		test		PORT & CO. #PC90		CHAMPION/TAC600		GILDAN #18500		PORT & CO. / PC90	
6	Athletic Shorts	110	\$ 6.99	\$ 768.90	\$ 17.00	\$ 1,870.00	\$ 25.00	\$ 2,750.00	\$ 10.00	\$ 1,100.00	\$ 8.35	\$ 918.50	\$ 13.00	\$ 1,430.00
	Manufacturer/Model		ST355		AUGUSTA/915		5.11 #43061		CHAMPION/8731		CHAMPION #BB55		AUGUSTA/915	
7	Summer Hat - Structured	50	\$ 9.00	\$ 450.00	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00	\$ 7.00	\$ 350.00	\$ 11.40	\$ 570.00	\$ 9.50	\$ 475.00
	Manufacturer/Model		MBW800		OUTDOOR CAP/MBW-800		OUTDOOR CAP #MBW800		GALLS/HW561		OUTDOOR CAP #MBW-800		OUTDOOR CAP/MBW800	
8	Summer Hat - Unstructured	50	\$ 8.50	\$ 425.00	\$ 12.00	\$ 600.00	\$ 15.00	\$ 750.00	\$ 6.89	\$ 344.50	\$ 11.65	\$ 582.50	\$ 9.50	\$ 475.00
	Manufacturer/Model		FWT130		OUTDOOR CAP/FWT-130		OUTDOOR CAP #FWT130		PROPPER/F558738		OUTDOOR CAP #FTW-130		OUTDOOR CAP/FWT130	

9	Winter Hat	100	\$ 11.50	\$ 1,150.00	\$ 12.00	\$ 1,200.00	\$ 17.00	\$ 1,700.00	\$ 14.99	\$ 1,499.00	\$ 13.95	\$ 1,395.00	\$ 9.50	\$ 950.00
	Manufacturer/Model		PFX600		OUTDOOR CAP/PFX-600		OUTDOOR CAP #PFX600		FLEXFIT/6277		OUTDOOR CAP #PW-600		OUTDOOR CAP/PFX600	
10	Beanie Cap	40	\$ 7.50	\$ 300.00	\$ 7.00	\$ 280.00	\$ 6.50	\$ 260.00	\$ 17.75	\$ 710.00	\$ 9.94	\$ 397.60	\$ 5.75	\$ 230.00
	Manufacturer/Model		CP91		OUTDOOR CAP/BH-550		PORT & CO #CP91		UNDER ARMOUR/1219736		OUTDOOR CAP #KN-500		PORT & CO./CP91	
11	Boonie Cap	40	\$ 12.49	\$ 499.60	\$ 12.00	\$ 480.00	\$ 19.00	\$ 760.00	\$ 10.40	\$ 416.00	\$ 23.97	\$ 958.80	\$ 10.30	\$ 412.00
	Manufacturer/Model		BH500		OUTDOOR CAP/BH-500		OUTDOOR CAP #BA500		TRU-SPEC/3210003		OUTDOOR CAP #CB-200		OUTDOOR CAP/BH500	
12	Artwork Design Fees	1	\$	\$	\$ 45.00	\$ 45.00	\$ 60.00	\$ 60.00	\$ 5.00	\$ 5.00	\$ 16.00	\$ 16.00	\$	\$
	Manufacturer/Model		NO FEE		EMBROIDERY FEE		N/A		N/A		N/A		NO CHARGE	
13	Set-up Fees	1	\$	\$	\$ 20.00	\$ 20.00	\$ 90.00	\$ 90.00	\$ 5.00	\$ 5.00	\$ 16.00	\$ 16.00	\$	\$
	Manufacturer/Model		NO FEE		SCREEN FEE		N/A		N/A		N/A		NO CHARGE	
14	Size Related Fees T-Shirt Short Sleeve	20	\$ 1.00	\$ 20.00	\$ 3.00	\$ 60.00	\$ 3.00	\$ 60.00	\$ 27.99	\$ 559.80	\$ 1.75	\$ 35.00	\$ 9.00	\$ 180.00
	Manufacturer/Model		ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS		2XL-5XL		N/A		5 11/71309		N/A		PORT & CO./PC55	
15	Size Related Fees T-Shirt Long Sleeve	10	\$ 1.00	\$ 10.00	\$ 3.00	\$ 30.00	\$ 3.00	\$ 30.00	\$ 31.99	\$ 319.90	\$ 1.75	\$ 17.50	\$ 13.00	\$ 130.00
	Manufacturer/Model		ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS		2XL-3XL		N/A		5 11/72318		N/A		PORT & CO./PC55	
16	Size Related Fees Quarter-Zip Job Shirt	5	\$ 1.00	\$ 5.00	\$ 10.00	\$ 50.00	\$ 3.00	\$ 15.00	\$ 33.99	\$ 169.95	\$	\$	\$ 54.00	\$ 270.00
	Manufacturer/Model		ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS		L-5XL TALL		N/A		GALLS/ST135		NO FEE		RESPONDER/8025-T DEFENDER/8020-D	
17	Size Related Fees Sweat Shirt	5	\$ 1.00	\$ 5.00	\$ 3.00	\$ 15.00	\$ 3.00	\$ 15.00	\$ 21.99	\$ 109.95	\$	\$	\$ 13.50	\$ 67.50
	Manufacturer/Model		ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS		2XL-5XL		N/A		CHAMPION/TAC600		NO FEE		PORT & CO./PC90	
Total Base Bid			\$ 13,728.30		\$ 20,330.00		\$ 21,390.00		\$ 23,830.50		\$ 15,113.70		\$ 16,659.50	

Indicates Math Error

CERTIFIED:

A. Rennie, Purchasing Manager

Witness

Date

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



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
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 17-52, Fire Department Uniforms – Class C
DEADLINE: Thursday August 24, 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: Monday July 31, 2017

INVITATION TO BID
Bid 17-52, Fire Department Uniforms – Class C

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: Cintas

Contact Person: Nathan Goetz Title: Catalog Manager

E-Mail: GoetzN@Cintas.com Phone: 479-717-0709

Business Address: 580 N Monitor Rd

City: Springdale State: AR Zip: 72764

Signature:  Date: 8/21/17

City of Fayetteville
Bid 17-52, Fire Department Uniforms – Class C
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

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 August 24, 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.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B

Bid 17-52, Fire Department Uniforms – Class C

Bid 17-53, Fire Department Running Shoes

Bid 17-54, Fire Department Duty Boots

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: 07/31/17

City of Fayetteville
Bid 17-52, Fire Department Uniforms – Class C
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	SHORT SLEEVE T-SHIRT MFG/MODEL <u>PC55</u>	500	\$ <u>5.99</u>	\$ <u>29.95</u>
2	LONG SLEEVE T-SHIRT MFG/MODEL <u>PC55LS</u>	250	\$ <u>8.99</u>	\$ <u>2,247.50</u>
3	QUARTER-ZIP JOB SHIRT MFG/MODEL <u>CS626</u>	50	\$ <u>40.99</u>	\$ <u>2,049.50</u>
4	SWEAT PANTS MFG/MODEL <u>18200</u>	110	\$ <u>12.49</u>	\$ <u>1,373.90</u>
5	SWEAT SHIRT MFG/MODEL <u>18000</u>	110	\$ <u>12.99</u>	\$ <u>1,428.90</u>
6	ATHLETIC SHORTS MFG/MODEL <u>ST355</u>	110	\$ <u>6.99</u>	\$ <u>768.90</u>
7	SUMMER HAT – STRUCTURED MFG/MODEL <u>MBW800</u>	50	\$ <u>9.00</u>	\$ <u>450.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Cintas */Nathan*

8	SUMMER HAT – UNSTRUCTURED	50	\$ 8.50	\$ 425.00
	MFG/MODEL <u>FWT130</u>			
9	WINTER HAT	100	\$ 11.50	\$ 1,150.00
	MFG/MODEL <u>PFX600</u>			
10	BEANIE CAP	40	\$ 7.50	\$ 300
	MFG/MODEL <u>CP91</u>			
11	BOONIE CAP	40	\$ 12.49	\$ 499.60
	MFG/MODEL <u>BH500</u>			
12	ARTWORK DESIGN FEES	1	\$ N/A	\$ N/A
	MFG/MODEL <u>NONE</u>			
13	SET-UP FEES	1	\$ N/A	\$ N/A
	MFG/MODEL <u>NONE</u>			
14	SIZE RELATED FEES T-SHIRT SHORT SLEEVE	20	\$ 1/SIZE	\$ N/A
	MFG/MODEL <u>ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS</u>			
15	SIZE RELATED FEES T-SHIRT LONG SLEEVE	10	\$ 1/SIZE	\$ N/A
	MFG/MODEL <u>ADD \$1 PER SIZE 2XL & UP, OR FOR TALLS</u>			
16	SIZE RELATED FEES QUARTER-ZIP JOB SHIRT	5	\$ 1/SIZE	\$ N/A
	MFG/MODEL <u>ADD \$1 PER SIZE 2XL & UP</u>			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Cintas / Nathan

17

SIZE RELATED FEES SWEAT SHIRT

5

\$ 1/SIZE

\$ N/A

MFG/MODEL ADD \$1 PER SIZE 2XL & UP, AND FOR TALLS

TOTAL BASE BID: \$ 10,723.25

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

Bidder Name:

Cintas

/Nathan

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

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

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

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Bidder Name: Cintas

*NAME Cintas OF FIRM:

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Cintas Corporation

*BUSINESS ADDRESS: 580 N Monitor Rd

*CITY: Springdale *STATE: AR *ZIP: 72764

*PHONE: 479-717-0709 FAX: 479-751-6537

*E-MAIL: GoetzN@Cintas.com

*BY: (PRINTED NAME) Nathan Goetz

*AUTHORIZED SIGNATURE: 

*TITLE: Catalog Manager

*DUNS NUMBER: N/A CAGE NUMBER:

*TAX ID NUMBER: 31-1703809

Acknowledge Addendums:

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

City of Fayetteville

Bid 17-52, Fire Department Uniforms – Class C

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville

Bid 17-52, Fire Department Uniforms – Class C

Technical Specifications: Fire Department Uniforms

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Orders for uniforms that require tailoring, screen printing, embordering, or other manufacturing shall be received by the City of Fayetteville within **28 calendar days** of notice of order placed by the City to the awarded vendor. All other orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing of uniforms.

- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.
- 1.12 Final location of all patches shall be approved by the Fayetteville Fire Department prior to installation of patch.
- 1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.
- 1.14 The brand of T-Shirt provided shall offer short & long-sleeve made of the same material and color for all sizes available.
- 1.15 All screen printing will be in one color, gold. Please see the Fire Department for samples

1. ITEM 1 –SHORT SLEEVE T-SHIRT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Port Authority or equal
- c. ☒ Navy Blue
- d. ☒ Machine washable
- e. ☒ 5.5-ounce fabric consisting of 50% Cotton and 50% Polyester
- f. ☒ Sizes: Small - XXX-Large
- g. ☒ Dimensions: Regular and Tall
- h. ☒ Fayetteville Fire Department patch screen printed on left chest
- i. ☒ Fayetteville Fire Rescue EMS screen printed on the back

2. ITEM 2 –LONG SLEEVE T-SHIRT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Port Authority or equal
- c. ☒ Navy Blue
- d. ☒ Machine washable
- e. ☒ 5.5-ounce fabric consisting of 50% Cotton and 50% Polyester
- f. ☒ Sizes: Small - XXX-Large
- g. ☒ Dimensions: Regular and Tall
- h. ☒ Fayetteville Fire Department patch screen printed on left chest
- i. ☒ Fayetteville Fire Rescue EMS screen printed on the back

3. ITEM 3 – QUARTER-ZIP JOB SHIRT

3.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X or equal
- c. X Navy Blue
- d. X Machine washable
- e. X Fabric: 80% Cotton and 20% Polyester
- f. X Sizes: Small - XXX-Large
- g. X Radio Pocket right chest
- h. X Fayetteville Fire Department patch embroidered on left chest
- i. X Fayetteville Fire Rescue EMS Screen printed on the back

4. ITEM 4 –SWEAT PANTS

4.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X or equal
- c. X Navy Blue
- d. X Machine washable
- e. X Fabric: 50% Cotton and 50% Polyester
- f. X Sizes: Small - XXX-Large
- g. Dimensions: Regular and Tall
- h. X Straight leg
- i. X No pockets
- j. X Fayetteville Fire Department patch screen printed on left leg. Th patch shall be centered on the left leg with the bottom of the batch even with the crotch.

5. ITEM 5 –SWEAT SHIRT

5.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X or equal
- c. X Navy Blue
- d. X Machine washable
- e. X Fabric: 50% Cotton and 50% Polyester
- f. X Sizes: Small - XXX-Large
- g. Dimensions: Regular and Tall
- h. X Fayetteville Fire Department patch screen printed on left chest
- i. X Fayetteville Fire Rescue EMS screen printed on the back

6. ITEM 6 –ATHLETIC SHORTS

6.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X or equal
- c. X Navy Blue
- d. X Machine washable
- e. X Fabric: 50% Cotton and 50% Polyester
- f. X Sizes: Small - XXX-Large
- g. X Length: 9"
- h. X No pockets
- i. X Fayetteville Fire Department patch screen printed on left leg. Th patch shall be centered on the left leg with the bottom of the batch even with the crotch.

7. ITEM 7 –SUMMER HAT - STRUCTURED

7.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X Outdoor Cap MBW800 or equal
- c. X Navy Blue and Black
- d. X 6-Panel
- e. X Crown: Structured (B) Mid Crown
- f. X Brim: Slight Pre-Curved
- g. X Closure: Hook/Loop tape closure
- h. X Fabric: Premium cotton twill front panels and soft premium mesh back
- i. X Fayetteville Fire Department patch embroidered on the face of the cap. The patch shall be centered and 3/4" above the brim. The patch measures 2-1/8" x 2-7/16"

8. ITEM 8 –SUMMER HAT - UNSTRUCTURED

8.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X Outdoor Cap FWT130 or equal
- c. X Navy Blue and Black
- d. X 6-Panel
- e. X Crown: Unstructured (B) Low Crown
- f. X Brim: Pre-Curved Visor
- g. X Closure: Hook/Loop tape closure
- h. X Fabric: Heavy garment washed cotton twill front panels and visor mesh
- i. X Fayetteville Fire Department patch embroidered on the face of the cap. The embroidery shall be centered and 1" above the bottom. The embroidery consists of two lines and measures 1/2" x 2-3/8 each.

9. ITEM 9 –WINTER HAT

9.1 DESIGN/CONSTRUCTION:

- a. X All materials shall be new without flaws that affect appearance, durability, and function.
- b. X Outdoor Cap PFX600 or equal

- c. ☒ Navy Blue and Black
- d. ☒ 6-Panel
- e. ☒ Crown: Structured (B) Mid Crown
- f. ☒ Brim: Pre-Curved Visor
- g. ☒ Closure: Proflex
- h. ☒ Fabric: Stretch fit premium brushed cotton/spandex blend
- i. ☒ Construction: Wicking Sweatband and grey undervisor
- j. ☒ Fayetteville Fire Department patch embroidered on the face of the cap. The patch shall be centered in the middle band. The patch measures 1-1/4" x 1-7/16"

10. ITEM 10 –WINTER HAT – BEANIE CAP

10.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Port and Company CP91 or equal
- c. ☒ Navy Blue and Black
- d. ☒ Fabric: 100% Acrylic
- e. ☒ FAYETTEVILLE FIRE/RESCUE embroidered on the face of the cap. The patch shall be centered and 3/4" above the brim. The patch measures 2-1/8" x 2-7/16"

11. ITEM 9 –BOONIE HAT

11.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Outdoor Cap BH500 or equal
- c. ☒ Navy Blue
- d. ☒ Type: Straw/Sunblocker
- e. ☒ Fabric: Aussie twill cotton bucket
- f. ☒ Construction: Adjustable chin cord, expand-a-band sizing, & one sizes fits most
- g. ☒ Fayetteville Fire Department patch embroidered on the face of the cap. The patch shall be centered and 3/4" above the brim. The patch measures 2-1/8" x 2-7/16"

12. ITEM 12 –ARTWORK DESIGN FEES

12.1 Details:

- a. ☒ Artwork design

13. ITEM 13 –SET-UP FEES

13.1 Details:

- a. ☒ Screen printing set-up

14. ITEM 14 –SIZE RELATED FEES T-SHIRT SHORT SLEEVE

14.1 Details:

a. X Fees for any extra-large sizes

15. ITEM 15 –SIZE RELATED FEES T-SHIRT LONG SLEEVE

15.1 Details:

a. X Fees for any extra-large sizes

16. ITEM 16 –SIZE RELATED FEES QUARTER-ZIP JOB SHIRT

16.1 Details:

a. X Fees for any extra-large sizes

17. ITEM 17 –SIZE RELATED FEES SWEAT SHIRT

17.1 Details:

a. X Fees for any extra-large sizes

**PORT &
COMPANY®**

Core Blend Tee. PC55



A reliable choice for comfort, softness and durability.

- 5.5-ounce, 50/50 cotton/poly
- Made with up to 5% recycled polyester from plastic bottles

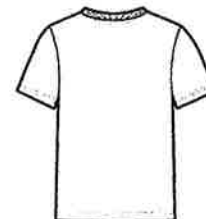
Due to the nature of 50/50 cotton/polyester neon fabrics, special care must be taken throughout the printing process.

CARE INSTRUCTIONS

Machine wash cold, inside out with like colors. Only non-chlorine bleach when needed. Tumble dry medium. Do not iron.

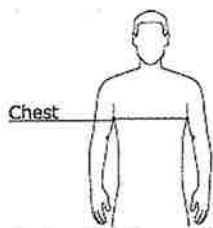


front



back

HOW TO MEASURE



CHEST

With arms down at sides, measure around the upper body, under arms and over the fullest part of the chest.

SIZE CHART

	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63

COLOR INFORMATION

 Aquatic Blue PMS 7702 C	 Ash PMS COOL GREY 3 C	 Athletic Heather PMS COOL GREY 7 C	 Athletic Maroon PMS 504 C	 Brown PMS 2322 C	 Candy Pink PMS 189 C	 Cardinal PMS 7638 C	 Carolina Blue PMS 652 C	 Charcoal PMS 2334 C	 Dark Green PMS 5487 C	 Dark Heather Grey PMS 7540 C
 Desert Sand PMS 2324 C	 Gold PMS 137 C	 Jade Green PMS 7717 C	 Jet Black PMS BLACK 6 C	 Kelly Green PMS 7725 C	 Light Blue PMS 278 C	 Lime PMS 367 C	 Medium Grey PMS 2332 C	 Navy PMS 2380 C	 Orange PMS 172 C	 Purple PMS 7672 C
 Red PMS 200 C	 Royal PMS 2133 C	 Safety Green PMS 379 C	 Safety Orange PMS 021 C	 Sangria PMS 205 C						

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**PORT &
COMPANY®**
Port & Company® Tall Core Blend Tee. PC55T


A reliable choice for comfort, softness and durability.

- 5.5-ounce, 50/50 cotton/poly
- Made with up to 5% recycled polyester from plastic bottles

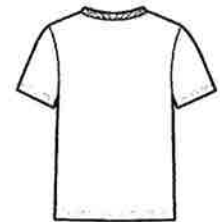
Due to the nature of 50/50 cotton/polyester neon fabrics, special care must be taken throughout the printing process.

CARE INSTRUCTIONS

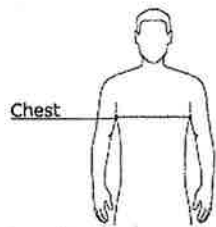
Machine wash cold, inside out, with like colors. Only non-chlorine when needed. Tumble dry medium. Medium-hot iron. Do not iron decoration.



front



back

HOW TO MEASURE

CHEST

With arms down at sides, measure around the upper body, under arms and over the fullest part of the chest.

SIZE CHART

	LT	XLT	2XLT	3XLT	4XLT
Chest	41-43	44-46	47-49	50-53	54-57

COLOR INFORMATION

 Aquatic Blue PMS 7702 C	 Ash PMS COOL GREY 3 C	 Athletic Heather PMS COOL GREY 7 C	 Athletic Maroon PMS 504 C	 Brown PMS 2322 C	 Candy Pink PMS 189 C	 Cardinal PMS 7638 C	 Carolina Blue PMS 652 C	 Charcoal PMS 2334 C	 Dark Green PMS 5467 C	 Dark Heather Grey PMS 7540 C
 Desert Sand PMS 2324 C	 Gold PMS 137 C	 Jade Green PMS 7717 C	 Jet Black PMS BLACK 6 C	 Kelly PMS 7725 C	 Light Blue PMS 278 C	 Lime PMS 367 C	 Medium Grey PMS 2332 C	 Navy PMS 2380 C	 Orange PMS 172 C	 Purple PMS 7672 C
 Red PMS 200 C	 Royal PMS 2133 C	 Safety Green PMS 379 C	 Safety Orange PMS 021 C	 Sangria PMS 205 C						

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**PORT &
COMPANY®**
Port & Company® Tall Long Sleeve Core Blend Tee. PC55LST


A reliable choice for comfort, softness and durability.

- 5.5-ounce, 50/50 cotton/poly
- Made with up to 5% recycled polyester from plastic bottles

Due to the nature of 50/50 cotton/polyester neon fabrics, special care must be taken throughout the printing process.

CARE INSTRUCTIONS

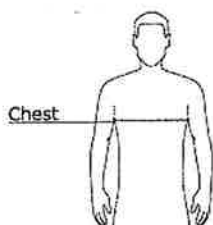
Machine wash cold, inside out with like colors Only non-chlorine bleach when needed Tumble dry medium, medium/hot iron Do not iron decoration



front



back

HOW TO MEASURE

CHEST

With arms down at sides, measure around the upper body, under arms and over the fullest part of the chest.

SIZE CHART

	LT	XLT	2XLT	3XLT	4XLT
Chest	41-43	44-46	47-49	50-53	54-57

COLOR INFORMATION

 Aquatic Blue PMS 7702 C	 Ash PMS COOL GREY 3 C	 Athletic Heather PMS COOL GREY 7 C	 Athletic Maroon PMS 504 C	 Charcoal PMS 2334 C	 Dark Green PMS 5467 C	 Jet Black PMS BLACK 6 C	 Kelly PMS 7725 C	 Light Blue PMS 278 C	 Lime PMS 367 C	 Navy PMS 2380 C
 Orange PMS 172 C	 Red PMS 200 C	 Royal PMS 2133 C	 Safety Green PMS 379 C	 Safety Orange PMS 021 C	 White PMS WHITE					

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**PORT &
COMPANY®**

Long Sleeve Core Blend Tee. PC55LS



A reliable choice for comfort, softness and durability.

- 5.5-ounce, 50/50 cotton/poly
- Made with up to 5% recycled polyester from plastic bottles

Due to the nature of 50/50 cotton/polyester neon fabrics, special care must be taken throughout the printing process.

CARE INSTRUCTIONS

Machine wash cold, inside out with like colors. Only non-chlorine bleach when needed. Tumble dry medium. Do not iron.

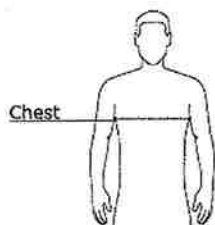


front



back

HOW TO MEASURE



CHEST

With arms down at sides, measure around the upper body, under arms and over the fullest part of the chest.

SIZE CHART

	S	M	L	XL	2XL	3XL	4XL	5XL	6XL
Chest	35-37	38-40	41-43	44-46	47-49	50-53	54-57	58-60	61-63

COLOR INFORMATION

 Aquatic Blue PMS 7702 C	 Ash PMS COOL GREY 3 C	 Athletic Heather PMS COOL GREY 7 C	 Athletic Maroon PMS 504 C	 Charcoal PMS 2334 C	 Dark Green PMS 5467 C	 Gold PMS 137 C	 Jet Black PMS Black 6 C	 Kelly PMS 7725 C	 Light Blue PMS 278 C	 Lime PMS 367 C
 Navy PMS 2380 C	 Orange PMS 172 C	 Purple PMS 7672 C	 Red PMS 200 C	 Royal PMS 2133 C	 Safety Green PMS 379 C	 Safety Orange PMS 021 C	 White PMS WHITE			

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CornerStone®**CornerStone® 1/2-Zip Job Shirt. CS626**

Developed with emergency services pros in mind, our versatile, durable job shirt is made to layer over a uniform shirt or under a jacket. It features must-have details like dual mic clips and an adjustable chest storage pocket, which easily accommodates a full-size radio or smaller items and keeps gear easily accessible.

- 9-ounce, 65/35 cotton/poly fleece
- Rental-friendly
- Mic clips at shoulders
- Right chest adjustable pocket with top and bottom hook and loop closures, interior radio and pen pockets
- Left chest slip pocket
- Jersey-lined hand warmer pockets
- Rib knit cuffs and hem

CARE INSTRUCTIONS

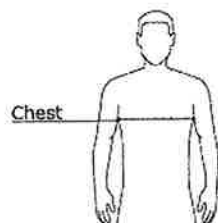
Machine wash cold. Wash with like colors. Do not bleach.
Tumble dry low. Warm iron if necessary.



front



back

HOW TO MEASURE**CHEST**

With arms down at sides, measure around the upper body, under arms and over the fullest part of the chest.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Chest	32-34	35-37	38-40	41-43	44-46	47-49	50-53	54-57

COLOR INFORMATION

Black
PMS NTR BLACK CPMS 433 C

Dark Navy

[View PDF](#) [Print](#) [Email](#)
GILDAN®**Heavy Blend™ Sweatpant. 18200**

- 8-ounce, 50/50 cotton/poly
- Covered elastic waistband with drawcord
- Elastic cuffs
- Double-needle bottom hem

HOW TO MEASURE**Waist****WAIST**

Measure waist at the height pants are normally worn, and keep tape comfortably loose.

SIZE CHART

	S	M	L	XL	2XL
Waist	24-26	26-29	30-31	32-33	36-37

COLOR INFORMATION

Black
PMS 426 C



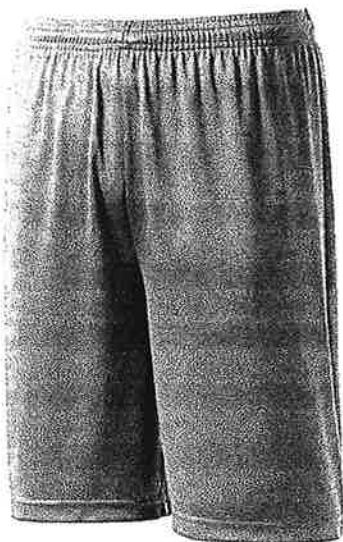
Navy
PMS 533 C



Sport Grey
PMS COOL GREY
7 C

*Not all sizes are available in every color.

View PDF Print Email

SPORT-TEK**Sport-Tek® PosiCharge® Competitor™ Short. ST355**

A lightweight, unlined, budget-friendly short that wicks away moisture to keep you comfortable. PosiCharge technology helps colors and logos stay vibrant longer.

- 3.8-ounce, 100% polyester interlock with PosiCharge technology
- Removable tag for comfort and relabeling
- Elastic waistband
- Continuous loop drawcord
- 9-inch inseam

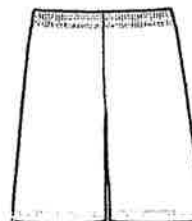
If applying sublimation, special care must be taken throughout the process. Contact your decorator for more details.

CARE INSTRUCTIONS

Machine wash cold with like colors, non-chlorine bleach only if needed, do not use fabric softener, tumble dry low, remove promptly, cool iron if necessary, do not dry clean.



front



back

HOW TO MEASURE**Waist****WAIST**

Measure waist at the height pants are normally worn, and keep tape comfortably loose.

SIZE CHART

	XS	S	M	L	XL	2XL	3XL	4XL
Waist	26-28	29-31	32-34	35-37	38-40	41-43	44-47	48-51

COLOR INFORMATION

Black
PMS NTR BLACK CPMS 5605 C



Forest Green



Iron Grey
PMS 7540 C



Silver
PMS 7537 C



True Navy
PMS 276 C



True Red
PMS 200 C



True Royal
PMS 7686 C



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0516

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-53 RUSH RUNNING COMPANY:

A RESOLUTION TO AWARD BID #17-53 AND AUTHORIZE THE PURCHASE OF RUNNING SHOES FROM RUSH RUNNING COMPANY AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$8,400.00 PER YEAR

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 #17-53 and authorizes the purchase of running shoes from Rush Running Company as needed by the Fire Department through 2022, at an estimated cost of \$8,400.00 per year.

City of Fayetteville Staff Review Form

2017-0516

Legistar File ID

10/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

9/14/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

Budget Impact:

1010.3020.5302.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 87,500.00

Funds Obligated \$ 29,117.62

Current Balance \$ 58,382.38

Does item have a cost? Yes

Item Cost \$ 8,400.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 49,982.38

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The estimated expenditures for the running shoes this year and the subsequent years is \$8,400 annually.



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: September 14, 2017

SUBJECT: A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

RECOMMENDATION:

A resolution awarding Bid 17-53, Fire Department Running Shoes, to and approving the purchase of Running Shoes for the Fayetteville Fire Department as needed through 2022 with Rush Running Company.

BACKGROUND:

The City of Fayetteville Fire Department will utilize a quartermaster uniform system. Under this system, the City provides uniforms and shoes for Fire Department personnel which are replaced as they become worn or otherwise unusable.

DISCUSSION:

Sealed formal bids for the purchase of running shoes were publicly read and the results are attached to this memo. The lowest bid is not being accepted because the vendor did not meet specifications to provide comparable running shoes.

BUDGET/STAFF IMPACT:

The estimated expenditures for the running shoes this year and the subsequent years is \$8,400 annually.

Attachments:

Bid Documents



CITY OF
FAYETTEVILLE
ARKANSAS

Fire Department Running Shoes

Bid No. 17-53

Official Bid Tabulation

Bid No. 17-53

Date: 2017

Time: 2:00 PM

Lioneld Jordan, Mayor

Number of Addendums: 0

Item	Description	Qty.	Forge Work Boots & Gear		Galls, LLC		Rush Running Co.	
			Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Athletic Shoes Neutral Support	20	\$ 95.00	\$ 1,900.00	\$ 64.00	\$ 1,280.00	\$ 70.00	\$ 1,400.00
	Manufacturer/Model		BROOKS LAUNCH 3 #110244		UNDER ARMOUR/1287351		BROOKS LAUNCH	
2	Athletic Shoes Mild Support	20	\$ 115.00	\$ 2,300.00	\$ 43.00	\$ 860.00	\$ 77.00	\$ 1,540.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #110241		UNDER ARMOUR/1285671		BROOKS RAVENNA	
3	Athletic Shoes Mid-High Support	20	\$ 98.00	\$ 1,960.00	\$ 64.00	\$ 1,280.00	\$ 84.00	\$ 1,680.00
	Manufacturer/Model		SALOMAN X-MISSION 3 #379138		MAGNUM/5144		BROOKS ADRENALINE	
4	Athletic Shoes Mild Support	20	\$ 78.50	\$ 1,570.00	\$ 82.50	\$ 1,650.00	\$ 77.00	\$ 1,540.00
	Manufacturer/Model		5.11 RANGER SHOE #12308		ROCKY/2168		BROOKS RAVENNA	
5	Athletic Shoes Motion Control Mens	19	\$ 115.00	\$ 2,185.00	\$ 82.00	\$ 1,558.00	\$ 112.00	\$ 2,128.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #110241		REEBOX/RB1062		BROOKS BEAST	
6	Athletic Shoes Motion Control Womens	1	\$ 115.00	\$ 115.00	\$ 50.00	\$ 50.00	\$ 112.00	\$ 112.00
	Manufacturer/Model		BROOKS ADRENALINE GTS 17 #120231		REEBOK/RB110		BROOKS ARIEL	
Total Base Bid			\$ 10,030.00		\$ 6,678.00		\$ 8,400.00	

CERTIFIED:

R. Rennie, Purchasing Manager

Witness

Date

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



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
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 17-53, Fire Department Running Shoes

DEADLINE: Thursday August 24, 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: Monday July 31, 2017

INVITATION TO BID

Bid 17-53, Fire Department Running Shoes

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: Rush Running Company

Contact Person: Drew Conner Title: General Manager

E-Mail: rundrewrun22@yahoo.com Phone: (479) 464-7866

Business Address: 1600-2 SE J Street

City: Bentonville State: AR Zip: 72712

Signature: [Signature] Date: 8/9/2017

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

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 August 24, 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.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B
Bid 17-52, Fire Department Uniforms – Class C
Bid 17-53, Fire Department Running Shoes
Bid 17-54, Fire Department Duty Boots

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: 07/31/17

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	ATHLETIC SHOES NEUTRAL SUPPORT MFG/MODEL <u>Brooks Launch</u>	20	\$ <u>70.⁰⁰</u>	\$ <u>1,400.⁰⁰</u>
2	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Brooks Ravenna</u>	20	\$ <u>77.⁰⁰</u>	\$ <u>1,540.⁰⁰</u>
3	ATHLETIC SHOES MID-HIGH SUPPORT MFG/MODEL <u>Brooks Adrenaline</u>	20	\$ <u>84.⁰⁰</u>	\$ <u>1,680.⁰⁰</u>
4	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Brooks Ravenna</u>	20	\$ <u>77.⁰⁰</u>	\$ <u>1,540.⁰⁰</u>
5	ATHLETIC SHOES MOTION CONTROL MENS MFG/MODEL <u>Brooks Beast</u>	19	\$ <u>112.⁰⁰</u>	\$ <u>2,128.⁰⁰</u>
6	ATHLETIC SHOES MOTION CONTROL WOMENS MFG/MODEL <u>Brooks Ariel</u>	1	\$ <u>112.⁰⁰</u>	\$ <u>112.⁰⁰</u>

TOTAL BASE BID: \$ 8,400.⁰⁰

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

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.

Bidder Name: Drew Conner

*NAME OF FIRM: Rush Running Company

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Rush Running Company

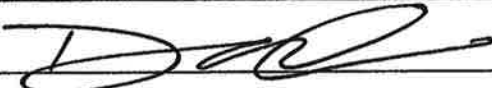
*BUSINESS ADDRESS: 1600-2 SE J Street

*CITY: Bentonville *STATE: AR *ZIP: 72712

*PHONE: (479) 464-7866 FAX: (479) 464-7867

*E-MAIL: rundrewrun22@yahoo.com

*BY: (PRINTED NAME) Drew Conner

*AUTHORIZED SIGNATURE: 

*TITLE: General Manager

*DUNS NUMBER: 016446765 CAGE NUMBER: _____

*TAX ID NUMBER: 26-1740859

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Addendum : 8 - all dated 8/9. -DC

Free 2-day shipping on orders \$100+


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MEN'S LAUNCH 4 RUNNING SHOES

~~\$100.00~~ **\$80.00**

Style #110244

★★★★★ Read 75 Reviews

Newly updated with an extra hit of rebounding rubber under the forefoot and a redesigned heel that lets your neutral stride shine, the Launch 4 offers a lightweight, responsive ride that you can count on to feel fresh and

+ SHOW MORE



Color: 002



Width: Normal



Qty 1

[Size Chart](#) >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:

Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

[CHAT NOW](#)
[QUESTIONS?](#)

LAUNCH 4

FEATURES

- 1 DNA MIDSOLE CUSHIONING
dynamically adapts to every step and stride
- 2 UPDATED U-GROOVE AT HEEL
provides a little support without impeding truly neutral runners
- 3 MIDFOOT TRANSITION ZONE WITH SEGMENTED CRASH PAD
create fast heel-to-toe transitions
- 4 ADDED BLOWN RUBBER
enhances forefoot for extra-springy toe-off
- 5 3D FIT PRINT
applies strategic stretch and structure for an impeccable fit
- 6 AIR MESH FABRIC
ensures maximum ventilation and manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Medium, High COUNT Imported
RY OF
ORIGIN
:

Not sure this is the right shoe for you?
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WOMEN'S LAUNCH 4 RUNNING SHOES

~~\$100.00~~ **\$80.00**

Style #120234

★★★★★ Read 116 Reviews

Newly updated with an extra hit of rebounding rubber under the forefoot and a redesigned heel that lets your neutral stride shine, the women's Launch 4 offers a lightweight, responsive ride that you can count on to

[+ SHOW MORE](#)

Color: 014

Size**Width: Normal****Qty** 1[Size Chart >](#)

Hover to zoom

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EXPERT HELP**QUESTIONS?****LAUNCH 4**

FEATURES

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SPECIFICATIONS

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:

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MEN'S RAVENNA 8 RUNNING SHOES

\$110.00

Style #110248

★★★★★ Read 20 Reviews

Now with an even more streamlined look and feel, the



Color: 070

Size

Width: Normal

Qty

1

[Size Chart >](#)

Hover to zoom

**TRUE BLUE 90-DAY GUARANTEE:***Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.***EXPERT HELP****QUESTIONS?**

RAVENNA 8 FEATURES

- 1 **BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride
- 2 **DIAGONAL ROLL BAR**
guides the body back into its natural motion pattern
- 3 **MIDFOOT TRANSITION ZONE AND SEGMENTED CRASH PAD**
create fast heel-to-toe transitions
- 4 **UPDATED FOREFOOT**
blown rubber enables extra-springy toe-off
- 5 **ADJUSTABLE SADDLE**
pulls from the heel to wrap the midfoot in a secure fit
- 6 **MESH UPPER**
manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
TRY
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WOMEN'S RAVENNA 8 RUNNING SHOES

\$110.00

Style #120238

★★★★★ Read 29 Reviews

Now with an even more streamlined look and feel, the women's Ravenna 8 offers a springy ride thanks to responsive cushioning and updated design to make heel-to-toe transitions even easier so your feet move
+ SHOW MORE



Color: 454

Size **Width: Normal**

Qty 1

[Size Chart](#)

TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP
QUESTIONS?



Hover to zoom



RAVENNA 8 FEATURES

- 1 BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride

- 2 **DIAGONAL ROLL BAR**
guides the body back into its natural motion pattern
- 3 **MIDFOOT TRANSITION ZONE AND SEGMENTED CRASH PAD**
create fast heel-to-toe transitions
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- 5 **ADJUSTABLE SADDLE**
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- 6 **MESH UPPER**
manages moisture to keep feet cool and dry



SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
TRY
OF
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MEN'S ADRENALINE GTS 17 RUNNING SHOES \$120.00 - \$130.00

Style #110241

★★★★★ Read 112 Reviews

Running is smooth sailing with the Adrenaline GTS 17 shoe for men. Its proven balance of plush cushioning, stability, and fit make it a smooth ride for those who need support. This streamlined update feels softer underfoot and retains the secure, comfortable fit that makes this Go-To-Shoe a perennial favorite.

>> Check out the Women's Adrenaline GTS 17 Running Shoes

- **SHOW LESS**



Color: 017



Width: Normal



Qty

1

[Size Chart](#) >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:

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[EXPERT HELP](#)

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QShopping bag

HOME / WOMEN / RUNNING SHOES / CUSHION / SUPPORT / ADRENALINE GTS 17

WOMEN'S ADRENALINE GTS 17 RUNNING SHOES

\$120.00 - \$130.00

Style #120231

★★★★★ Read 205 Reviews

Running is smooth sailing with the Adrenaline GTS 17 shoe for women. Its proven balance of plush cushioning, stability, and fit make it a smooth ride for those who need support. This streamlined update feels

+ **SHOW MORE**



Color: 044

Size

Width: Normal

Qty 1

Size Chart >

Hover to zoom



TRUE BLUE 90-DAY GUARANTEE:
Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP
QUESTIONS?

ADRENALINE GTS 17 FEATURES

- 1 BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride.
- 2 PROGRESSIVE DIAGONAL ROLL BAR**
guides the body back into its natural motion path
- 3 FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth heel-to-toe transitions
- 4 UPDATED V-GROOVE**
create a more natural release for a soft, smooth feel underfoot
- 5 CONFORMABLE SADDLE W/ ADJUSTABLE EYELETS**
pulls from the heel to wrap the midfoot in a secure fit

SPECIFICATIONS

ARCH: Flat, Medium COUNTRY: Imported
TRY
OF
ORIGIN:
N:

Not sure this is the right shoe for you?
Use our Shoe Finder to find out.

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YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product?

[ASK A QUESTION](#)

33 Questions

Displaying questions 1 - 5 [Next >](#)

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HOME / MEN / RUNNING SHOES / MEN'S MOTION CONTROL RUNNING SHOES / BEAST '16

MEN'S BEAST '16 RUNNING SHOES

\$160.00

Style #110227

★★★★★ Read 79 Reviews

Please Note: The Beast '16 runs slightly smaller than previous models. If you are between sizes, we recommend choosing ½ size up.

+ SHOW MORE



Color: 005

Size

Width: Normal

Qty 1

Size Chart >



Hover to zoom



BEAST '16 FEATURES

1

SUPER DNA MIDSOLE

dynamically adapts to every stride with the ultimate in soft feel underfoot

TRUE BLUE 90-DAY GUARANTEE:

Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP

QUESTIONS?

- 2 **EXTENDED PROGRESSIVE DIAGONAL ROLL BAR**
uses added control to guide the body back into its natural motion pattern
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth transitions
- 4 **CONFORMABLE SADDLE**
wraps the midfoot for a secure fit
- 5 **MESH UPPER**
manages moisture to keep feet cool and dry
- 6 **ULTIMATE SOCKLINER**
adds cushioning for a plush in-shoe feel



SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
TRY
OF
ORIGI
N:

YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Free 2-day shipping on orders \$100+


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WOMEN'S ARIEL '16 RUNNING SHOES

\$160.00

Style #120219

★★★★★ Read 43 Reviews

Please Note: The Ariel '16 runs slightly smaller than previous models. If you are between sizes, we recommend choosing ½ size up.

[+ SHOW MORE](#)


Color: 453



Width: Normal



Qty

1

[Size Chart](#)

TRUE BLUE 90-DAY GUARANTEE:

Take our gear for a trial run, and if you're not 100% satisfied, return it within 90 days for free.

EXPERT HELP

QUESTIONS?

Hover to zoom



ARIEL '16 FEATURES

1

SUPER DNA MIDSOLE

dynamically adapts to every stride with the ultimate in soft feel underfoot

- 2 **EXTENDED PROGRESSIVE DIAGONAL ROLL BAR**
uses added control to guide the body back into its natural motion pattern
- 3 **FULL-LENGTH SEGMENTED CRASH PAD**
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manages moisture to keep feet cool and dry
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adds cushioning for a plush in-shoe feel

SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
TRY
OF
ORIGI
N:

YOU MIGHT ALSO LIKE...

HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product? [ASK A QUESTION](#)

7 Questions
Displaying questions 1 - 5 Next >

Q: I have been wearing the Transcend and sometimes feel a lack of stability/support in my ankles. Would the Ariel be a better choice?

2016/11/01 | Towson, Maryland | Abby

+ 1 answer

Q: I get Plantar Fasciitis at least four (4) times a year; never really healing up. I have the Ariel '14 as suggested by Brooks Running for my heel/foot issues and I really do like the

QUESTIONS?

ADRENALINE GTS 17 FEATURES

- 1 BIOMOGO DNA MIDSOLE CUSHIONING**
dynamically adapts to every step and stride.
- 2 PROGRESSIVE DIAGONAL ROLL BAR**
guides the body back into its natural motion path
- 3 FULL-LENGTH SEGMENTED CRASH PAD**
accommodates any foot landing and delivers smooth heel-to-toe transitions
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create a more natural release for a soft, smooth feel underfoot
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pulls from the heel to wrap the midfoot in a secure fit

SPECIFICATIONS

ARCH: Flat, Medium COUN Imported
TRY
OF
ORIGI
N:

Not sure this is the right shoe for you?
Use our Shoe Finder to find out.

[START NOW](#)

YOU MIGHT ALSO LIKE...



HAVE QUESTIONS? WE HAVE ANSWERS!

Do you have questions about this product?

[ASK A QUESTION](#)



**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 17-53, Fire Department Running Shoes
DEADLINE: Thursday August 24, 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: Monday July 31, 2017

INVITATION TO BID
Bid 17-53, Fire Department Running Shoes

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: Galls, LLC
Contact Person: R. Michael Andrews Jr. Title: CFD
E-Mail: Penman - Justin@galls.com Phone: 800-876-4242
Business Address: 1340 Russell Cave Rd.
City: Lexington State: KY Zip: 40505
Signature: R. Michael Andrews Jr. Date: 8/22/17

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

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 August 24, 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.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B

Bid 17-52, Fire Department Uniforms – Class C

Bid 17-53, Fire Department Running Shoes

Bid 17-54, Fire Department Duty Boots

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: 07/31/17

City of Fayetteville
Bid 17-53, Fire Department Running Shoes
Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	ATHLETIC SHOES NEUTRAL SUPPORT MFG/MODEL <u>Under Armour/ 1287351</u>	20	\$ <u>64.00</u>	\$ <u>1,280.00</u>
2	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Under Armour/ 1285671</u>	20	\$ <u>43.00</u>	\$ <u>860.00</u>
3	ATHLETIC SHOES MID-HIGH SUPPORT MFG/MODEL <u>Magnum/ 5144</u>	20	\$ <u>64.00</u>	\$ <u>1,280.00</u>
4	ATHLETIC SHOES MILD SUPPORT MFG/MODEL <u>Rocky/ 2168</u>	20	\$ <u>82.50</u>	\$ <u>1,650.00</u>
5	ATHLETIC SHOES MOTION CONTROL MENS MFG/MODEL <u>Reebok/ RB1062</u>	19	\$ <u>82.00</u>	\$ <u>1,558.00</u>
6	ATHLETIC SHOES MOTION CONTROL WOMENS MFG/MODEL <u>Reebok/ RB110</u>	1	\$ <u>50.00</u>	\$ <u>50.00</u>

TOTAL BASE BID: \$ 6,678.00

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

EXECUTION OF BID -

City of Fayetteville, AR
 Bid 17-53, Fire Department Running Shoes
 Page 4 of 15

*NAME OF FIRM: Galls, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: 1340 Russell Cave Rd.

*CITY: Lexington *STATE: KY *ZIP: 40505

*PHONE: 800-876-4242 FAX: 877-914-2557

*E-MAIL: penman-justin@galls.com

*BY: (PRINTED NAME) R. Michael Andrews Jr.

*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 04-259-8482 CAGE NUMBER: _____

*TAX ID NUMBER: 20-3545989

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 17-53, Fire Department Running Shoes

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

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

bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Andrea Foren-Rennie immediately via telephone (479.575.8220) or e-mail (aforen@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to 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 Andrea Foren-Rennie, City of Fayetteville, Purchasing Agent via e-mail (aforen@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

City of Fayetteville

Bid 17-53, Fire Department Running Shoes

Technical Specifications: Running Shoes

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a "check mark" or write "yes" indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "NO" or leaving the item blank and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 All orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing and fit to meet the personnel's needs.
- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.

1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.

1.12 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.

1. ITEM 1 –ATHLETIC SHOES NEUTRAL SUPPORT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Brooks Ghost, or equal
- c. ☒ Neutral Support
- d. ☒ Available in Men's and Women's
- e. ☒ Arch: Medium, High
- f. ☒ Surface: Road/Track

2. ITEM 2 –ATHLETIC SHOES MILD SUPPORT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Brooks Revenna, or equal
- c. ☒ Mild Support
- d. ☒ Available in Men's and Women's
- e. ☒ Arch: Universal Platform
- f. ☒ Surface: Road/Track

3. ITEM 3 –ATHLETIC SHOES MID-HIGH SUPPORT

3.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Brooks Adrenaline, or equal
- c. ☒ Mid-High Support
- d. ☒ Available in Men's and Women's
- e. ☒ Arch: Flat, Medium
- f. ☒ Surface: Road/Track

4. ITEM 4 –ATHLETIC SHOES MOTION CONTROL SUPPORT – MENS

4.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Brooks Beast, or equal
- c. ☒ Motion Control Support
- d. ☒ Arch: Flat, Medium

e. ☒ Surface: Road/Track

5. ITEM 5 –ATHLETIC SHOES MOTION CONTROL SUPPORT – WOMENS

5.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Brooks Areil, or equal
- c. ☒ Motion Control Support
- d. ☒ Arch: Flat, Medium
- e. ☒ Surface: Road/Track



UNDER ARMOUR 3.0 TRAINING SHOE

Item# 1287351



Features:

- Lightweight breathable mesh upper with suede and synthetic overlays for protection
- TPU toe cap for extra protection
- Lightweight EVA midsole for optimal cushioning
- TPU heel cradle for stability
- Rugged high traction rubber lug outsole



UNDER ARMOUR DASH SHOE

Item# 1285671



Features:

- Stitched leather and mesh upper delivers breathability and midfoot support
- EVA sockliner for added step-in comfort
- One-piece EVA foam midsole for ultimate comfort
- Solid rubber outsole covers high impact zones for greater durability with less weight



MAGNUM MID PLUS OXFORD

Item# 5144



Features:

- Full grain leather upper
- Ballistic nylon mesh tongue & collar
- Speed lacing system
- Moisture-wicking lining
- 3D2 insole



ROCKY WATERPROOF OXFORD

Item# zh756



Features:

- Full-grain, water-resistant leather and lightweight 1000 denier nylon
- Guaranteed Rocky waterproof construction
- Oil and slip-resistant RigiTrac™ molded EVA outsole
- Rocky Airport™ footbed provides support and cushioning
- Rubber outsole is non-marking
- Non-metallic stabilizer
- Plastic shank
- Removable Terra suspension insole
- Padded collar and tongue



REEBOK ATHLETIC OXFORD

Item# RB1062



Features:

- Leather upper
- Moisture-wicking nylon mesh lining
- Removable EVA cushion insert
- Dual density outsole with rubber bottom
- Composite toe
- 100% non-metallic construction



REEBOK WOMEN'S ATHLETIC OXFORD

Item# RB110



Features:

- Leather upper
- Nylon mesh lining
- Removable F2A cushion insert with sponge rubber heel wedge
- SureGrip Plus rubber bottom and EVA cushion midsole
- 100% non-metallic



CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)

9/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1345090 Galls, LLC 1340 Russell Cave Road Lexington KY 40505	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC #: 23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Chubb Custom Insurance Company	38989
	INSURER D: Navigators Specialty Insurance Company	36056
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 11469874

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N N	TB7-Z11-261104-036	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Comp: \$1,000 ☒ Coll: \$1,000	N N	AS2-Z11-261104-026	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION S	N N	79940689	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC7-Z11-261104-016	9/30/2016	9/30/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N N	IS16EXC8845251C	9/30/2016	9/30/2017	Limit: \$15,000,000; XS \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION See Attachment

11469874

EVIDENCE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0517

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

HUTCHENS CONSTRUCTION CO.:

A RESOLUTION TO AWARD BID #17-60 AND AUTHORIZE A CONTRACT WITH HUTCHENS CONSTRUCTION CO. IN THE AMOUNT OF \$26,082.00 FOR PARKING LOT PAVING AT THE CITY-OWNED PROPERTY OCCUPIED BY THE ELLEN SMITH HEAD START PROGRAM LOCATED AT 2052 SOUTH GARLAND AVENUE

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 #17-60 and authorizes Mayor Jordan to sign a contract with Hutchens Construction Co. in the amount of \$26,082.00 for the paving of a parking lot at the City-owned property occupied by the Ellen Smith Head Start Program located at 2052 South Garland Avenue.

City of Fayetteville Staff Review Form

2017-0517

Legistar File ID

10/3/2017

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

Yolanda Fields

9/15/2017

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the approval of the contract with Hutchens Construction and a purchase order in the amount of \$26,082 for parking lot paving at 2052 S. Garland Ave.

Budget Impact:

2180.642.4940.5315.00

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 467,325.00

Funds Obligated \$ 48,857.87

Current Balance \$ 418,467.13

Does item have a cost? Yes

Item Cost \$ 26,082.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 392,385.13

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Yolanda Fields, Community Resources Director
DATE: September 15, 2017
SUBJECT: Approval of Purchase Order for Head Start Parking Lot Paving

RECOMMENDATION:

Staff recommends the approval of the contract with Hutchens Construction and a purchase order in the amount of \$26,082 for parking lot paving at 2052 S. Garland Ave.

BACKGROUND:

The Ellen Smith Head Start has been a long-time occupant of the CDBG-owned building at 2052 S. Garland Ave. due to their continued efforts to serve the city's low and moderate income (LMI) residents.

DISCUSSION:

Parking lot improvements are needed at the building as the lot is uneven and partially gravel, grass, and asphalt.

BUDGET/STAFF IMPACT:

Project cost is \$26,082

Attachments:

Bid Packet
Bid Submittal
Official Bid Tabulation
Contract



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-60, Construction – Head Start Parking Improvements

DEADLINE: Tuesday September 12, 2017 before 2:00:00 PM, Local Time

PRE-BID: Tuesday August 22, 2017 at 10:00 AM; on-site

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

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

DATE OF ISSUE AND ADVERTISEMENT: Friday August 11, 2017 & August 18, 2017

INVITATION TO BID

Bid 17-60, Construction – Head Start Parking Improvements

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.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 28 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

***PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>**

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

Project Manual



CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – Head Start Parking Improvements

BID # 17-60
Date: August 2017



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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

☐

5% Bid Bond of the amount bid accompanied by required documentation (Power of Attorney, etc.)

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

☐

All addenda shall be signed, acknowledged, and submitted on the appropriate forms (submitting the actual addendums or marking acknowledgement on other bid pages).

☐

All line items shall be appropriately filled out and extended to reveal the line item price as well as the total bid price. Total base bid should be calculated in the provided space.

☐

All pages provided with signature lines shall be appropriately signed, dated accordingly, and included with submitted bid documents

☐

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

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

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

City of Fayetteville
Bid 17-60, Construction – Head Start Parking Improvements
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-60, Head Start Parking Improvements

The City of Fayetteville is accepting bids for the improvement of the Head Start Parking lot as outlined in the bid documents that may include, but not limited to, grading gravel, adding a layer of asphalt, and asphalt striping. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Tuesday September 12, 2017 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Tuesday August 22, 2017 at 2:00 PM** at 2052 S. Garland Ave, Fayetteville, AR 72701.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. This is a federally funded project. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required **at the time of bid; however**, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board.

Bidders 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.

Certain mandatory federal requirements apply to this solicitation and will be made a part of any contract awarded:

1. Buy American Preferences (Title 49 U.S.C. Chapter 501)
2. Foreign Trade Restrictions (49 CFR 30.17)
3. Davis Bacon Labor Provisions (29 CFR Parts 1, 3, and 5)
4. Requirement for Affirmative Action (41 CFR Part 60-4)
5. Debarment, Suspension, Ineligibility, and Voluntary Exclusion
6. Requirements for Drug-free Workplace

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 08/11/2017

Final Completion: 30 CALENDAR DAYS FROM NOTICE TO PROCEED

Project Location: 2052 S Garland Ave, Fayetteville, AR 72701

ITE M:	DESCRIPTION	QTY	UM	*PRICE EACH	*TOTAL PRICE
1	2" HMAC Overlay	995	SY	\$ _____	
2	Class 7 Base Level Up	25	Ton	\$ _____	
3	Existing Pavement asphalt removal	10	SY	\$ _____	
4	Undercut and Base Backfill	7	CY	\$ _____	
5	4" Yellow Striping	400	LF	\$ _____	
6	HC Symbol	1	EA	\$ _____	
7	Relocate HC Sign	1	EA	\$ _____	

Total Base Bid - \$ _____

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: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2** Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3** Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4** Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5** On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6** Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4** Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1** The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7** The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

PART TWELVE - CONTRACT TIME

- 12.1** The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1** Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN - COMPLIANCE WITH STATE LICENSING LAW

- 16.1** This is a federally funded project. A contractor's license from the State of Arkansas Contractor's Licensing Board is not required **at the time of bid; however**, no contractor shall submit a bid under this prior to submitting application for licensure. The City shall not execute any construction contract unless and until the successful bidder for the project furnishes an appropriate license issued by the board. Prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed in accordance with the requirements of Act 150, Arkansas Acts of 1965, the "Arkansas State Licensing Law for Contractors" for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.
- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed

for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which

in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans with Disabilities Act.
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

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

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

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

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. **Appendix I:** Project Drawing

A. GENERAL

1. The contractor will be responsible for all aspects of the construction, installation, repairs, and cleanup as stated in the Scope of Work and Specifics at the project location stated above. Each bidder will be responsible for a complete inspection of the property at the project location before submitting bid. Give occupant 24 hour notice before inspection. All the distances, measurements, procedures, and listed materials should be verified before submitting your bid to complete the work. The requirements listed here, in the description of work, are general requirements and it will be the responsibility of the winning bidder to assure the City of Fayetteville that the finished project is in compliance with all applicable codes and standards and achieves the goal of raising the efficiency of the building.
2. The contractor's duties and responsibilities include, but are not limited to, the following:
 - a. Purchasing of all materials.
 - b. Supervision of all employees and subcontractors.
 - c. Coordination with the City of Fayetteville CDBG Administrator, the City of Fayetteville Code Compliance Office and owners.
 - d. Clean up and restore all lawns, planters, walking and driving surfaces to their original condition.
 - e. Keep job site safe for others and practice safe working practices as required.

B. LOT PREPERATION

1. Grade the existing gravel in the parking lot to provide a smooth surface for the asphalt to blend the existing old paved areas to the areas that are gravel. The paved area is to be where the existing paved area is now and extend onto where the gravel driveway is now. See attached drawing of area to be paved.
2. Kill any vegetation that is to be covered with asphalt with weed killer or another acceptable means.
3. Where and if needed, apply a prime coat over the untreated aggregate base.
4. If it is easier to pave without the sign for handicap parking then remove the sign and save for later installation.

C. ASPHALT PAVING

1. Using a hot asphalt mix, apply the asphalt to the parking area that was prepared.
2. Roll the asphalt according to industry standards.
3. Pave the lot at a time where it will not disturb the use of the building.
4. Blend the asphalt where possible where it meets a concrete sidewalk to eliminate tripping areas.

D. PARKING DEFINITION

1. The parking area is to be striped similar to how it is now to show cars where to park. It will have 14 parking spaces that are 10 ft wide and allow for drivers to drive around the parking lot to pick up children. See diagram. Use yellow striping paint made for use as a parking lot paint.
2. Make one parking space for handicap parking. Reinstall the sign at the head of the space if the sign was removed. Paint the space on the asphalt to mark it as a handicap spot. Paint the handicap space wider than the 10 feet if required for a handicap space.

E. CLEANUP

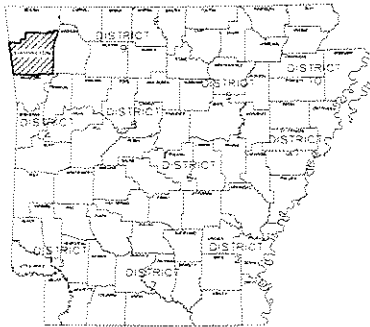
1. All new, used, and excess construction materials that relate to the job or a change order(s) belongs to the contractor and can be removed from the property by the contractor as needed during the project and shall be removed at completion.
2. All trash shall be hauled off by contractor and preferably recycled if possible.
3. All affected areas shall be left broom clean.
4. If lead paint is present, cleanup will be compliant with EPA/HUD Approved Lead Safety standards.

F. OTHER

1. All work or materials which are not directly noted in the Scope of Work and Specifics, but are necessary for the proper carrying out of the obvious intentions thereof, are to be understood as implied work and will be provided for by the contractor as if specifically described or drawn.
2. All work shall be performed in a workmanlike manner according to common construction practices, according to the specifications set forth in the Community Services Program's General Specification Manual, and with adherence to city, state, and national codes.
3. Any damage to the dwelling or property caused by the contractor, his/her worker(s) or delivery person, and/or their vehicles during the project shall be repaired to like new conditions.
4. Where applicable, all plumbing work shall be performed by a Arkansas State licensed plumbing contractor with adherence to the current Arkansas Plumbing Code.
5. Where applicable, all electrical work shall be performed by a Arkansas State licensed electrical contractor with adherence to the current National Electrical Code.
6. Where applicable, all HVAC work shall be performed under the supervision of a licensed HVAC contractor with adherence to all codes.

WASHINGTON COUNTY HEAD START PARKING LOT PAVING

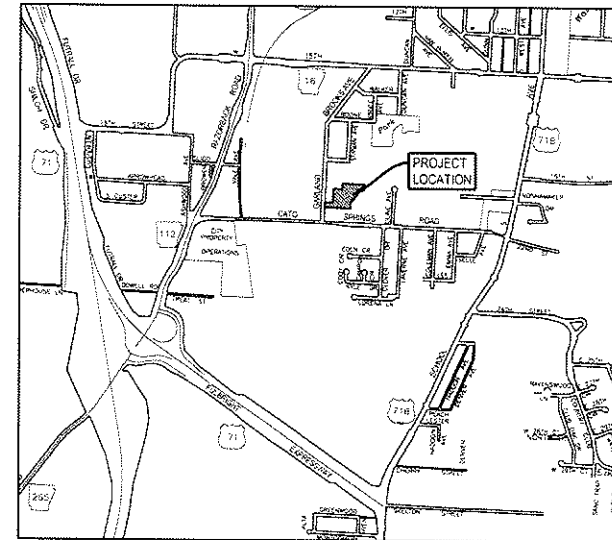
for the
City of Fayetteville



ARK. HWY. DIST. NO. 4



AUGUST 2017



VICINITY MAP



Original Signature on File at:
City of Fayetteville
Engineering Division
125 Mountain Street
Fayetteville, AR 72701



CITY OF
FAYETTEVILLE
ARKANSAS

ENGINEERING DIVISION

PHONE (479) 575-8206

FAX NO. (479) 575-8202

PROJECT: ENGR. NO. 8126

2052 S. Garland Ave.
Washington County
Head Start

PROVIDE A SMOOTH
TRANSITION TO
THE CONCRETE
SIDEWALK

REMOVE EXISTING
HANDICAP PARKING
SIGN AND REINSTALL
IN NEW LOCATION

PROVIDE NEW
PARKING LOT
STRIPING AS SHOWN

INSTALL 2"
HMAC OVERLAY



NOTES

1. GRADE AND COMPACT THE EXISTING GRAVEL PARKING LOT TO PROVIDE A SMOOTH SURFACE. FLUSH WITH THE EXISTING ASPHALT.
2. REMOVE ANY VEGETATION WITHIN THE PROPOSED PAVEMENT AREA.
3. APPLY PRIME COAT TO GRAVEL BASE. MINIMUM APPLICATION RATE IS 30 GALLONS PER SQUARE YARD.
4. INSTALL A MINIMUM OF 2" OF HMAC PAVING FOR THE AREA INDICATED ON THE PLAN. HMAC SHALL BE TYPE 3 MIX OR 3/8" PG 64-22 N-MAX=115. HMAC SHALL BE COMPACTED TO 92% MIN. DENSITY.

SURVEYED BY: -
DRAWN BY: JTS
DESIGNED BY: MC
FILE NAME: Head Start Parking.dwg

WASHINGTON COUNTY HEAD START PARKING LOT PAVING PLAN

TITLE:
REVISED



CITY OF
FAYETTEVILLE
ARKANSAS
ENGINEERING DIVISION
113 W. MOUNTAIN STREET
FAYETTEVILLE, AR 72701-5700
PHONE NO. (479) 571-6000

DATE: Aug 03, 2017

SHEET:

2

PROJECT: W.C. HEAD STRAT



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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

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

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

CONTRACTOR NAME: Hutchens Construction

ARKANSAS CONTRACTORS LICENSE NUMBER: 0004640418

Final Completion: 30 CALENDAR DAYS FROM NOTICE TO PROCEED

Project Location: 2052 S Garland Ave, Fayetteville, AR 72701

ITEM:	DESCRIPTION	QTY	UM	*PRICE EACH	*TOTAL PRICE
1	2" HMAC Overlay	995	SY	\$ 18.00	17,910.00
2	Class 7 Base Level Up	25	Ton	\$ 76.60	1,915.00
3	Existing Pavement asphalt removal	10	SY	\$ 261.00	2,610.00
4	Undercut and Base Backfill	7	CY	\$ 343.00	2,401.00
5	4" Yellow Striping	400	LF	\$ 1.54	616.00
6	HC Symbol	1	EA	\$ 70.00	70.00
7	Relocate HC Sign	1	EA	\$ 560.00	560.00

Total Base Bid - \$ 26,257.00

THIS BID FORM CONTINUES ON THE NEXT PAGE.

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

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

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: Hutchens Construction

*D/B/A or Corporation Name Hutchens Construction *Purchase Order/Payments shall be issued to this name*

*BUSINESS ADDRESS: 515 Sanders Ave

*CITY: Springdale

*STATE: AR

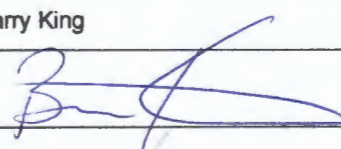
*ZIP: 72764

*PHONE: 479-927-0000

FAX: 479-927-0096

*E-MAIL: barry@hutchensconstruction.com

*BY: (PRINTED NAME) Barry King

*AUTHORIZED SIGNATURE: 

*TITLE: Estimator

DUNS NUMBER: 029722303

CAGE NUMBER: _____

*TAX ID NUMBER: 43-1273272

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Hutchens Construction Co.
515 Sanders Ave., Springdale, AR. 72764

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

OWNER:

(Name, legal status and address)

City of Fayetteville
113 West Mountain,
Fayetteville, AR. 72701

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% of Bid Amount

5% of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

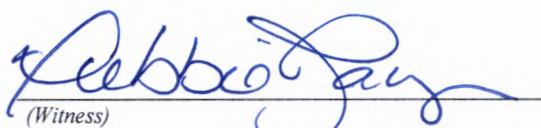
Bid 17-60
Construction - Head Start Parking Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

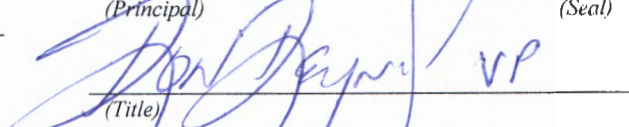
Signed and sealed this 12th day of September 2017


(Witness)

Hutchens Construction Co.
515 Sanders Ave., Springdale, AR. 72764

(Principal)

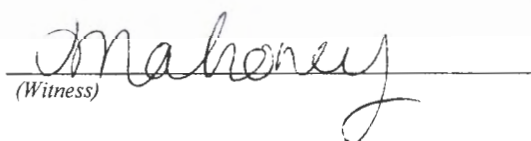
(Seal)

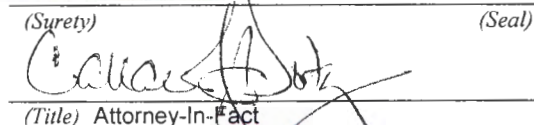

(Title)

Liberty Mutual Insurance Company

(Surety)

(Seal)


(Witness)


(Title) Attorney-In-Fact



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7276424

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi Jo Bradley; Callae J. Doty; Daniel A. Cavender; Gary L. Yost; Geneva E. Dugger; S. Christine Townsend; Sherry R. Feeler; Thomas A. Montileone

all of the city of SPRINGFIELD, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of February, 2016.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of February, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of September, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary



www.hutchensconstruction.com

Since 1961

Toll Free (888) PAVEIT2 - (888) 728-3482

Asphalt Paving & Maintenance /Crushed Limestone



Main Office:

1007 Main St
Cassville, MO 65625
Phone (417) 847-2489
Fax (417) 847-5561

Springdale Office:

17137 Pleasure Heights Rd
Springdale, AR 72764
Phone (479) 927-0000
Fax (479) 927-0096

AR Contractor License: 0004640418

Quote To: City Of Fayetteville
1525 S Happy Hollow Rd
Fayetteville, AR 72701

Attn:
Phone: 4794443489
Fax:
Mobile:

Job Name: Head Start Parking Improvements
Job Location: 2052 S GARLAND
FAYETTEVILLE,AR
Proposal Date: 9-12-2017
Bid Date:
Addendums

Estimator:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	2" ASPHALT OVERLAY	995.00	SY	18.00	17,910.00
200	BASE LEVEL UP	25.00	TON	76.60	1,915.00
300	ASPHALT REMOVE	10.00	SY	261.00	2,610.00
400	UNDERCUT AND BACKFILL	7.00	CY	343.00	2,401.00
500	4" YELLOW STRIPING	400.00	LF	1.54	616.00
600	HANDICAP SYMBOL	1.00	EA	70.00	70.00
700	RELOCATE HANDICAP SIGN	1.00	EA	560.00	560.00
800	PAYMENT & PERFORMANCE BOND	1.00	LS	175.00	175.00

GRAND TOTAL

\$26,257.00

NOTES:

- *** WORK PERFORMED M-F 7AM TO 5PM NO NIGHTS OR WEEKENDS
- *** NO PERMITS IN THIS BID
- *** STRIPING CONTRACTOR USED IN THIS BID
- *** BASE PREP EXISTING BASE AND ADD ROCK AS NEEDED
- *** ASPHALT ENTIRE PARKING LOT 2"
- *** FULL DEPTH ASPHALT REPLACE 10SY
- *** UNDERCUT AND REPLACE WITH BASE ROCK 7SY
- *** YELLOW 4" STRIPING 400 LF
- *** STRIPE 1 HANDICAP LOCATION
- *** MOVE OR REPLACE HANDICAP SIGN

Miscellaneous Notes

Hutchens Construction Co., Inc. is not to be held responsible for drainage problems where the percent of fall is less than 2%. If after paving, corrective action is required on these areas, compensation in the form of time and materials will be required.

*Final payment to be based on actual installed quantities.

*Unless specifically listed above, prices do not include construction control, saw cutting or removal, testing, bonding or construction signs, except for those required in our flagging operations.

*The unit prices quoted above are valid for ____ (10 if none stated) calendar days from proposal date. Pricing is based upon work

being performed before _____ (90 calendar days if no date specified). Work performed after this date is subject to negotiation.

*All work is based on one mobilization for base work, and one for asphalt work. Additional mobilizations to be charged at \$ _____ (\$2000 if no amount stated) each.

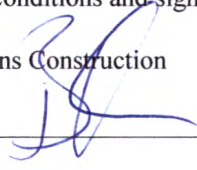
*We will accept the paving without aggregate base, but not the base without the paving.

See the attached Terms and Conditions for additional proposal conditions and signature block.

Owner/Contractor

Hutchens Construction

Initials: _____

Initials:  _____

License No. 0004640418

ID #2115

State of Arkansas
Commercial Contractors Licensing Board

HUTCHENS CONSTRUCTION COMPANY
1007 MAIN ST
CASSVILLE, MO 65625

HUTCHENS CONSTRUCTION COMPANY

This is to Certify That

_____ is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

HIGHWAY, RAILROAD, AIRPORT
CONSTRUCTION
MUNICIPAL & UTILITY CONSTRUCTION

with the following suggested bid limit Unlimited

from May 12, 2017 until April 30, 2018

when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



A handwritten signature in dark ink, appearing to read 'Steve Campbell'.

CHAIRMAN

A handwritten signature in dark ink, appearing to read 'W. Dan Wright'.

SECRETARY

May 12, 2017 - sh



CITY OF
FAYETTEVILLE
ARKANSAS

Head Start Parking Improvements

Bid No. 17-60
Official Bid Tabulation

Bid No. 17-60
Date: 09.12.2017
Time: 2:00 PM

Lioneld Jordan, Mayor

Number of Addendums: 0

Certification of Funds: \$40,000.00
Max Bid Award Limit: \$50,000.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY.	Hutchens Construction	
				UNIT	AMOUNT
1	2" HMAC Overlay	SY	995	\$ 18.00	\$ 17,910.00
2	Class 7 Base Level Up	Ton	25	\$ 76.60	\$ 1,915.00
3	Existing Pavement Asphalt Removal	SY	10	\$ 261.00	\$ 2,610.00
4	Undercut and Base Backfill	CY	7	\$ 343.00	\$ 2,401.00
5	4" Yellow Striping	LF	400	\$ 1.54	\$ 616.00
6	HC Symbol	EA	1	\$ 70.00	\$ 70.00
7	Relocate HC Sign	EA	1	\$ 560.00	\$ 560.00
TOTAL BASE BID					\$ 26,082.00

*Highlighting Notes Corrected Calculation Error


A. Rennie, Purchasing Manager


Witness

9/12/17
Date



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville
Bid 17-60, Construction – Head Start Parking Lot Rehab
Contract – Between City
and Hutchens Construction Co.

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas (City), and Hutchens Construction Co. in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Hutchens Construction Co. 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 17-60 as stated in Hutchens Construction Co. bid proposal, and in accordance with specifications attached here to and made a part hereof under Bid 17-60, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Hutchens Construction Co. based on their bid proposal in an amount not to exceed \$26,082.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Hutchens Construction Co. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 17-60 with the specifications and conditions typed thereon.
 - B. Hutchens Construction Co. 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 Hutchens Construction Co. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Hutchens Construction Co.
5. Hutchens Construction Co. shall not assign its duties under the terms of this agreement.
6. Hutchens Construction Co. 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 Hutchens Construction Co. 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. Hutchens Construction Co. 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, Hutchens Construction Co. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Hutchens Construction Co.

8. Hutchens Construction Co. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Hutchens Construction Co. with 30 days written notice.
10. This project shall be completed within **30 calendar days** from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in **advance** of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

Hutchens Construction Co.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Signature

By: _____

LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address

City, State & Zip Code

Date Signed: _____

Date Signed: _____

City of Fayetteville, AR

Bid 17-61, Construction - City Hall Window Replacement Rebid

Page 2 of 2



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0520

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO INCREASE FUNDING FOR THE FAYETTEVILLE RACE SERIES BY THE AMOUNT OF \$10,726.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to increase funding for the Fayetteville Race Series by the amount of \$10,726.00.

City of Fayetteville Staff Review Form

2017-0520

Legistar File ID

10/3/2017

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

John Crow

9/13/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of \$10,726 for the Parks Development Fund 2250-9250 to increase funding for the Fayetteville Race Series/Special Events.

Budget Impact:

2250.520.9250: -5200.00, -5200.05,
5301.00 and -5315.00

Parks Development

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ 38,439.00

Funds Obligated \$ 38,164.00

Current Balance \$ 275.00

Does item have a cost? Yes

Item Cost \$ 11,001.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 10,726.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

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

FROM: John Crow, Recreation Superintendent

DATE: September 14, 2017

SUBJECT: Budget Adjustment – Parks and Recreation Special Events

RECOMMENDATION:

Staff recommends approval to recognize and use excess revenue in the amount of \$10,726 for remaining expenditures required in 2017 to hold the balance of the scheduled Special Events (Square 2 Square Bicycle Ride, Run for the Parks, CycloFrost Fayetteville, Frozen Toes 15K Trail Run).

BACKGROUND:

In 2015 the Parks and Recreation Department created the Fayetteville Race Series in order to add new and unique recreational opportunities to the current programming. Both residents and non-residents of Fayetteville have reacted positively and participation numbers continue to rise, especially the Square 2 Square Bike Ride. This collaborative event between the cities of Fayetteville and Bentonville is held twice annually on the Razorback Regional Greenway. The Spring of 2016 ride had 951 participants while the Fall Ride had 1,203. In 2017 there continued to be significant increases as well with the spring ride having 1,515 riders and the most recent fall ride on September 16th having 1,794 riders registered. This significant increase in participation has inherently increased the expenditures of the events.

DISCUSSION:

Square 2 Square participation since the Spring 2016 ride has increased by 25%, 26% and 18% respectively. These significant increases have had a direct impact on the expenses for the events. Staff is requesting a budget adjustment of \$10,726 to cover not only pending charges for event expenses, but the projected expenses for the remainder of the scheduled Special Events that include the Fall Square 2 Square Bike Ride, Run for the Parks, CycloFrost Fayetteville and the Frozen Toes Trail Run in January of 2018 (expenses incurred in late 2017). These additional expenses are more than covered by the increased revenue collected to-date (registration, donations, sponsorships) as compared to the budgeted amount.

BUDGET/STAFF IMPACT:

The Parks Development Fund (2250-9250) will be increased by \$10,726 for pending expenses and projected expenses for the remainder of 2017. Excess revenue above budgeted should be recognized in order to cover these additional expenses. It should be noted that in addition to the registration, sponsorships and donation revenue collected, these event also impact the HMR revenues with by the participants utilization of Fayetteville hotels and resaurants.

Attachments:

Spreadsheet

2017 Special Events Budget

Expenses

<i>Budget Category</i>	<i>G/L Account Number</i>	<i>Spent to date</i>	<i>Projected as Needed</i>	<i>Total</i>
Tournament Supplies / Awards	2250.520.9250-5200.05	\$ 32,684	\$ 6,904	\$ 39,588
Office Supplies / Printing	2250.520.9250-5200.00	\$ 1,537	\$ 1,372	\$ 2,909
Public Notification	2250.520.9250-5301.00	\$ 350	\$ 300	\$ 650
Contract Services	2250.520.9250.5315.00	\$ 3,593	\$ 2,425	\$ 6,018
TOTAL		\$ 38,164	\$ 11,001	\$ 49,165

Revenues

<i>Budget Category</i>	<i>G/L Account Number</i>	<i>Collected to date</i>	<i>Projected or Expected</i>	<i>Total</i>
Summer Sports & Fitness Base	2250.520.9250-4424.00	\$ 77,733.00		\$ 77,733.00
Square 2 Square - Fall			\$ 20,000.00	\$ 20,000.00
Run for the Parks (RFTP)			\$ 8,500.00	\$ 8,500.00
CycloFrost			\$ 2,725.00	\$ 2,725.00
Frozen Toes			\$ 1,000.00	\$ 1,000.00
	Totals	\$ 77,733.00	\$ 32,225.00	\$ 109,958.00

Tournament Supplies & Awards

<i>Event</i>	<i>Item Description</i>	<i>Project / Non Project</i>	<i>Status as of 8/31</i>	<i>Actual or Projected Cost</i>	<i>Adjusted for S2S Fall Ride</i>
Square 2 Square	Porta-Potties	Non-Project	Encumbered	\$ 470	\$ 235
Square 2 Square	Tent/Tables/Chairs	Non-Project	Encumbered	\$ 1,187	\$ 594
Square 2 Square	Additional Shirts	Non-Project	Encumbered	\$ 750	\$ 375
Square 2 Square	Grill/Food Supplies	Non-Project	Forecasted	\$ 350	\$ 175
Square 2 Square	Pit Stop Fruit	Non-Project	Forecasted	\$ 500	\$ 250
RFTP	Shirts	Non-Project	Forecasted	\$ 2,900	\$ 2,900
RFTP	Awards	Project	Forecasted	\$ 600	\$ 600
RFTP	Medals	Project	Forecasted	\$ 1,090	\$ 1,090
RFTP	Food/Supplies	Non-Project	Forecasted	\$ 65	\$ 65
CycloFrost	Patches	Project	Forecasted	\$ 195	\$ 195
CycloFrost	Course Marking Items	Project	Forecasted	\$ 250	\$ 250
CycloFrost	Food/Supplies	Project	Forecasted	\$ 175	\$ 175
				\$ 8,532	\$ 6,904

Office Supplies and Printing

<i>Event</i>	<i>Item Description</i>	<i>Project / Non Project</i>	<i>Status as of 8/31</i>	<i>Actual or Projected Cost</i>	<i>Adjusted for S2S Fall Ride</i>
Square 2 Square	Save the Dates	Non-Project	Encumbered	\$ 412	\$ 206
Square 2 Square	Banners	Non-Project	Encumbered	\$ 1,825	\$ 913
RFTP	Posters	Non-Project	Encumbered	\$ 53	\$ 53
CycloFrost	Posters	Project	Forecasted	\$ 50	\$ 50
CycloFrost	Banners	Project	Forecasted	\$ 150	\$ 150
				\$ 2,490	\$ 1,372

Public Notification

<i>Event</i>	<i>Item Description</i>	<i>Project / Non Project</i>	<i>Status as of 8/31</i>	<i>Actual or Projected Cost</i>	<i>Adjusted for S2S Fall Ride</i>
Square 2 Square	Facebook Ad	Non-Project	Encumbered	\$ 100	\$ 50

RFTP	Facebook Ad	Non-Project	Encumbered	\$	100	\$	100
CycloFrost	Facebook Ad	Project	Forecasted	\$	75	\$	75
Frozen Toes	Facebook Ad	Project	Forecasted	\$	75	\$	75
				\$	350	\$	300

Contract Services

<i>Event</i>	<i>Item Description</i>	<i>Project / Non Project</i>	<i>Status as of 8/31</i>	<i>Actual or Projected Cost</i>	<i>Adjusted for S2S Fall Ride</i>
Square 2 Square	Photos	Non-Project	Encumbered	\$ 400	\$ 200
Square 2 Square	Finish Area Band	Non-Project	Forecasted	\$ 350	\$ 175
Square 2 Square	Pit Stop Band(s)	Non-Project	Forecasted	\$ 300	\$ 150
RFTP	Photos	Non-Project	Forecasted	\$ 300	\$ 300
RFTP	Timing	Project	Forecasted	\$ 950	\$ 950
CycloFrost	Race Director	Project	Forecasted	\$ 500	\$ 500
CycloFrost	Official	Project	Forecasted	\$ 150	\$ 150
				\$ 2,950	\$ 2,425

GRAND TOTALS				\$ 14,322.00	\$ 11,000.00
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City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 PARKS & RECREATION (520) Requestor: Alan Bearden	Adjustment Number
----------------------------	--	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Request for approval to recognize and use some of the Special Events excess revenues received to date for remaining expenditures required in 2017 to hold scheduled Special Events (Square 2 Square Bicycle Ride, Run for the Parks, CycloFrost Fayetteville and the Frozen Toes 15K Trail Run). Participation numbers for these Special Events have continued to grow significantly each year and the related revenues and expenses have also grown accordingly.

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/3/2017
	LEGISTAR FILE ID#:	2017-0520
	<i>Kevin Springer</i> 9/15/2017 3:22 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		10,726	10,726				v.20170707
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
2250.520.9250-5200.05	5,447	-			EX	Supplies - Tournament/Awards	
2250.520.9250-5200.00	1,846	-			EX	Supplies - Office/Printing	
2250.520.9250-5301.00	(490)	-			EX	Public Notification - :	
2250.520.9250-5315.00	3,923	-			EX	Contract Services - :	
2250.520.9250-4424.00	-	10,726			RE	Summer Sports & Fitness - Base	
	-	-					
	-	-					
	-	-					
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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0523

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$150,000.00 FOR THE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing Community Development Block Grant funds in the amount of \$150,000.00 for the Senior Activity and Wellness Center kitchen expansion, and further approves a project contingency in the amount of \$50,000.00.

City of Fayetteville Staff Review Form

2017-0523

Legistar File ID

10/3/2017

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

Wade Abernathy

9/14/2017

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

To approve a Budget Adjustment to recognize funds from the CDBG Projects-NWAEDD for the kitchen upgrade at the Fayetteville senior activity and Wellness Center. These will be expended out of the senior Center Kitchen Expansion per resolution #109-16. Also approval of a project contingency in the amount of \$50,000.

Budget Impact:

4470.520.8520-5315.00

Sales tax Capital

Account Number

Fund

15010.1

Walker Park Senior Activity & Wellness Center

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 172,163.00

Funds Obligated \$ 163,910.57

Current Balance \$ 8,252.43

Does item have a cost? Yes

Item Cost \$150,000

Budget Adjustment Attached? Yes

Budget Adjustment \$150,000.00

Remaining Budget \$ 8,252.43

V20140710

Previous Ordinance or Resolution # 76-17

Original Contract Number: 42315

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor Lioneld Jordan
City Council

THRU: Paul A Becker, Chief Financial Officer
Connie Edmonston, Parks & Recreation Sr. Director

FROM: Wade Abernathy, Facilities Management/building Construction Manager

DATE: September 14, 2017

SUBJECT: Resolution to recognize Grant Revenue Funds from CDBG Projects in the amount of \$150,000 for the kitchen expansion at the Fayetteville Senior Activity and Wellness Center, and Approval of a project contingency of \$50,000.

RECOMMENDATION:

Staff recommends passing of a resolution to recognize grant funds from CDBG Projects for the Kitchen Renovation. The funds will be expended out of the senior Center Kitchen Expansion project and be used for the remaining completion of phase 2 items, along with previously approved change order items adding back additional value engineered items. An increased project contingency of \$50,000 is also recommended to allow for the expenditure of these funds.

BACKGROUND:

June 7, 2016, Council approved a contract with Ellingson Contracting for a 2 year 2 phase project for the Sr. Center Kitchen Expansion.

October of 2016, Council recognized CDBG grant funds in the amount of \$95,000 and C.O.#2 for site drainage.

January 2017, Council recognized \$25,000 for a Walmart Grant and C.O.#3 for roofing tiles.

March 2017, Council approved a Change Order #4 to add parking spaces

July 2017 Change Order #5 added a staff restroom.

DISCUSSION:

By Council's recognition of these funds, it brings the total of CDBG funds used for this project to \$245,000. In addition, approximately \$85,000 of Kitchen equipment was purchased by CDBG for the Kitchen Expansion.

The 2016 \$95,000 funds were used to finish out phase 1 and allowed some of phase 2 items to move forward. Original CIP project funds were then applied to the new parking lot and sidewalk improvements.

The 2017 \$150,000 Grant funds will be used for finishing out phase 2, as well as funding preapproved change orders ie... installation of the Kitchen Hood, Installation of staff restroom, and Installation of new drink station at dining room. The additional funds also allow to upgrade

the floor finish to epoxy at the new kitchen, and install new epoxy floors in the existing kitchen. Installation of walk-in freezer, and dishwasher will also be included. Balance of original CIP project funding will be used for upgrades at other areas of the center.

BUDGET/STAFF IMPACT:

A budget adjustment moving \$150,000 from 4470.900.9470-4309.00 project 15010.1 Federal Grants-capital to 4470.520.8520-5315.00 project 15010.1 Contract Services. Contingent on HUD reallocation process.

Attachments:

BA

Budget Year	Division	Adjustment Number
2017	PARKS & RECREATION (520)	
	/Org2	
	Requestor: Wade Abernathy	

To recognize grant revenue from CDBG for the Kitchen renovation at the Walker Park Senior Activity and Wellness Center.

RESOLUTION/ORDINANCE	COUNCIL DATE: 10/3/2017 LEGISTAR FILE ID#: 2017-0523 <i>Liz Hutchens</i> 9/15/2017 3:51 PM Budget Director Date TYPE: DESCRIPTION: GLDATE: POSTED: /
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[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0519

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT:

A RESOLUTION TO APPROVE A PAYMENT IN THE AMOUNT OF \$4,000.00 TO THE UNIVERSITY OF ARKANSAS FOR COSTS ASSOCIATED WITH A TRAIL OF TEARS MEMORIAL, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a payment in the amount of \$4,000.00 to the University of Arkansas for costs associated with a Trail of Tears memorial.

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

2017-0519

Legistar File ID

10/3/2017

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

Paul Becker

9/14/2017

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

To approve a payment in the amount of \$4,000 to the University of Arkansas for costs associated with the memorialization to the historical event of the Trail of Tears as identified by the attached plan submitted by the U of A and to approve a Budget Adjustment. The budget adjustment will also partially reimburse the City for the cost of signage associated with a mural that has been placed on the railroad tunnel located on the Tsa La Gi Trail in the amount of \$1,000.

Budget Impact:

1010.090.6600-5315.00

General

Account Number

Fund

17010.1

Trail of Tears Signage

Project Number

Project Title

Budgeted Item? No

Current Budget

Funds Obligated

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

\$ 5,000.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 5,000.00

Remaining Budget

\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
FROM: Paul Becker
DATE: September 14, 2017
SUBJECT: Trail of Tears IDSP Plan

RECOMMENDATION:

To approve a payment in the amount of \$4,000 to the University of Arkansas for costs associated with the memorialization to the historical event of the Trail of Tears as identified by the attached plan submitted by the U of A and to approve a Budget Adjustment. The budget adjustment will also partially reimburse the City for the cost of signage associated with a mural that has been placed on the railroad tunnel located on the Tsa La Gi Trail in the amount of \$1,000.

The intent of the landscape improvements for this area is to highlight the location as an important piece of the overall campus landscape acreage. The project will include incorporating two interpretive signs describing the history of this area as it relates to the Fayetteville community and the State of Arkansas. The two new signs will be designed to match the campus current signage and wayfinding standards. The landscape portion of the plan will include the installation of several large evergreen shrubs to provide screening and privacy from the adjacent Women's Soccer complex.

The current site consists of two historical markers which describe the history and the importance of the area. One of the historic markers (plaque) is attached to an existing large stone and the other marker is one of the campus historical markers which are located at significant historical locations throughout the campus property. This marker memorializes the historic event of the Trail of Tears at the northwest corner of Martin Luther King Blvd and Stadium Drive. A copy of the IDSP plan and details are attached.

BACKGROUND:

The City received a \$5000 grant previously from the State of Arkansas to provide for the memorialization of the historical event known as the Trail of Tears. This would accomplish that purpose and expend the grant fund currently held.

BUDGET/STAFF IMPACT:

Attachments:

Budget Adjustment
IDSP Plan
City of Fayetteville Interpretive Panel & Quote

3 ELEVATION DRAWINGS

Sign Type 41b

Small Interpretive Sign Single-faced freestanding tableau style

Materials

Front and back panel are cut from heavy gauge aluminum sheet. Back panel is welded to aluminum tube post. All components are fastened from back.

All fasteners are stainless steel; visible fasteners are painted to match adjacent materials.

Interpretive panel is Everest Embedded by Artcraft Display Graphics.

Finishes

All aluminum components to be finished with Corafon fluoropolymer paint per specified colors.

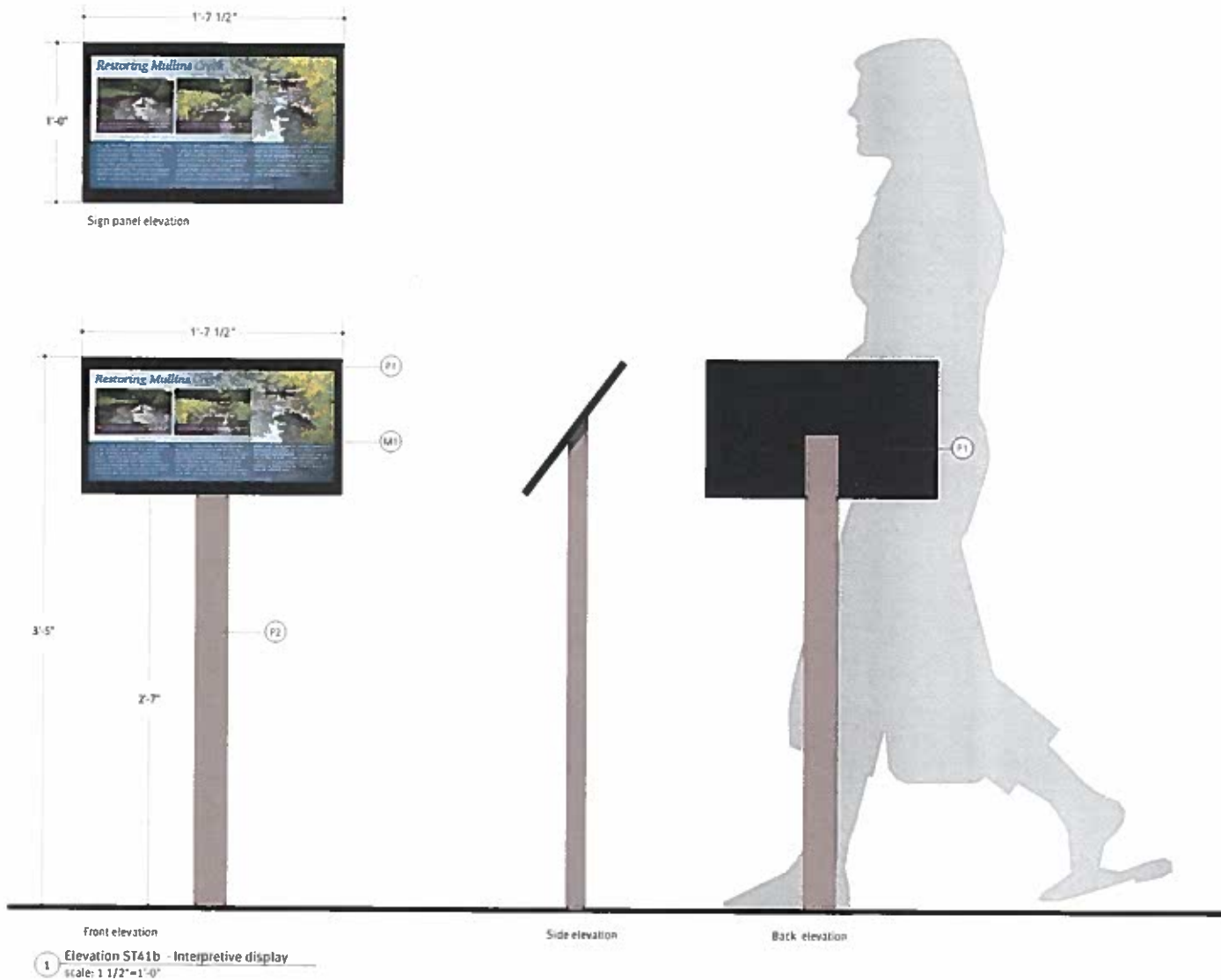
Installation

Sign assembly to be direct burial into poured concrete footers. Fabricator to determine footer dimensions.

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project		Project No.
University of Arkansas		14UARK
Mullins Creek interpretive signage		140818
Date	Revises	Lead
8.01.14	08.01.14	N/A

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4 LAYOUT GUIDELINES

Sign Type 41b

Example of Interpretive Panel

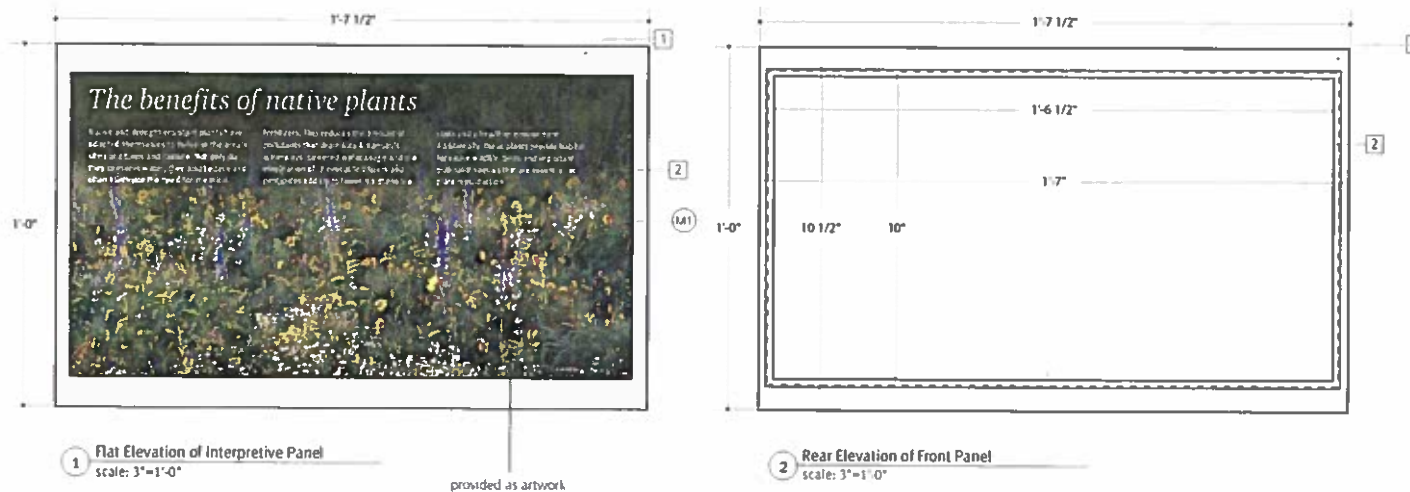
Overall panel size is 10 1/2" x 1'-7". The interpretive graphic sits behind the top frame.

All art is supplied as full size files with outlined text.

Color printouts must be submitted to fabricator for their use in color matching.

Interpretive panel by:

Artcraft Display Graphics Inc.
San Francisco, CA
1.800.994.9451
artcrtf.com



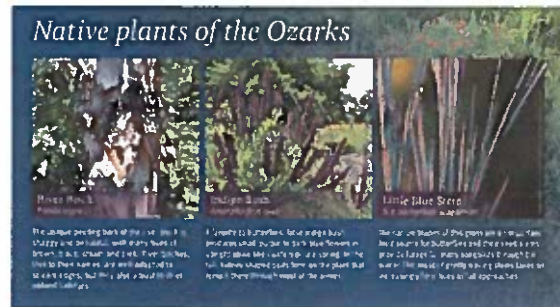
- 1 1/4" thick aluminum plate cut and routed to accept 3/16" thick panel - fastened to base plate from rear with tamper-proof fasteners. All fasteners to be flush with surface.
- 2 3/16" thick interpretive panel held in place by front panel

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

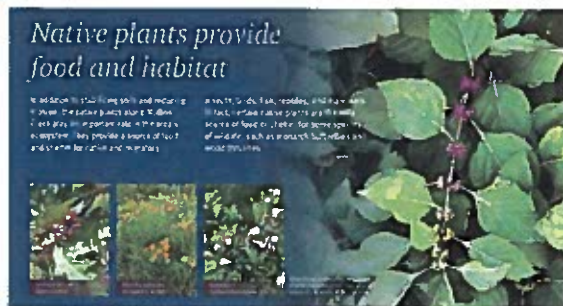
Client/Project		Project No.	
University of Arkansas		14UARK	
Multins Creek interpretive signage		140618	
Date	Revised	Date	Scale
8.01.14			Half Scale



1 Restoring Mullins Creek
Scale: 3"=1'-0"



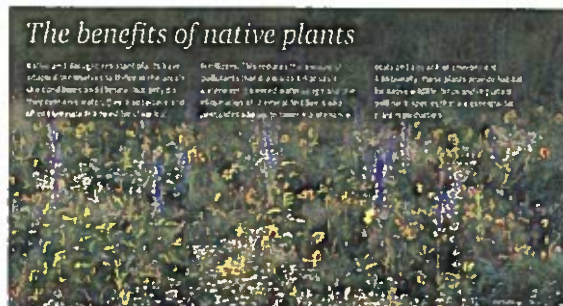
2 Native plants of the Ozarks
Scale: 3"=1'-0"



3 Native plants provide food and habitat
Scale: 3"=1'-0"



4 The role of native plants
Scale: 3"=1'-0"



5 The benefits of native plants
Scale: 3"=1'-0"

Sign Type 41b

Artwork layouts

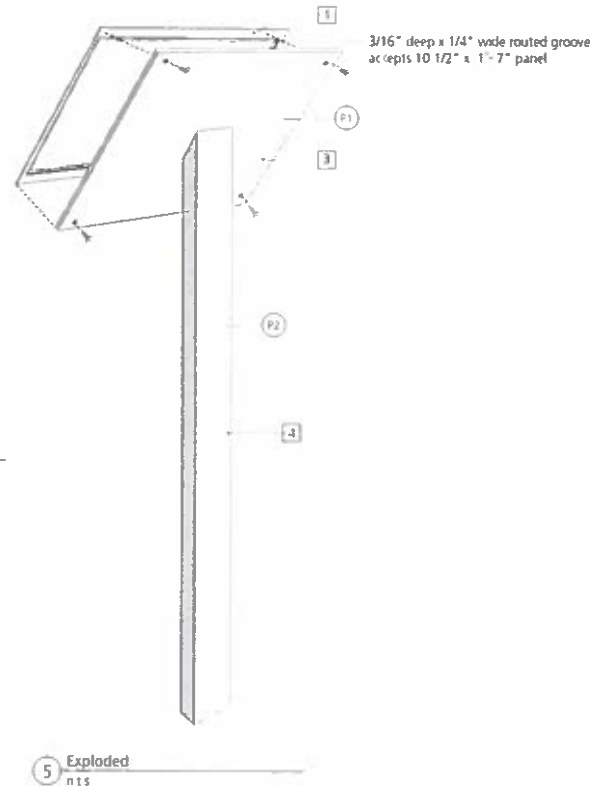
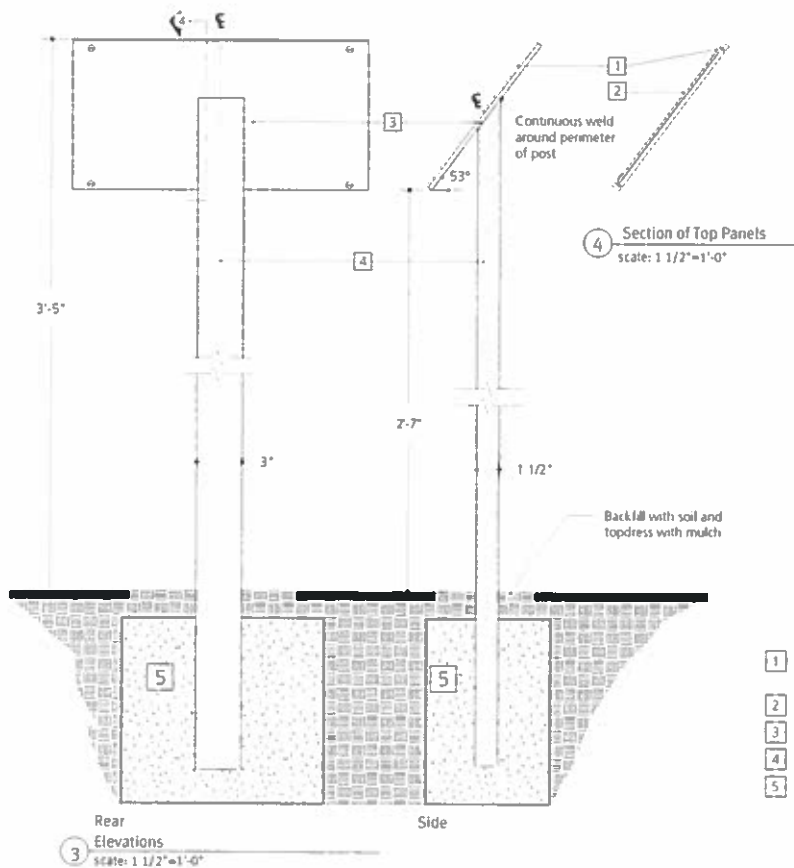
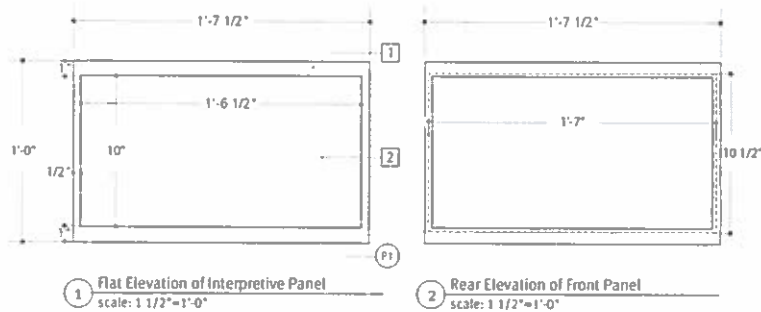
All art is supplied as full size files with outlined text.

Color printouts must be submitted to fabricator for their use in color matching.

Interpretive panel by:
Artcraft Display Graphics Inc.
San Francisco, CA
1.800.994.9451
artcraft.com

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project		Project No.
University of Arkansas Mullins Creek Interpretive signage		14UARK 140B18
Date	Drawn by	Scale
8.01.14		Half Scale



- 1 1/4" thick aluminum plate cut and routed to accept 3/16" thick panel - fastened to base plate from rear with tamper-proof fasteners. All fasteners to be flush with surface.
- 2 3/16" thick panel held in place by front panel
- 3 3/8" thick aluminum back plate welded to post extrusion in center of back panel
- 4 1 1/2" x 3" x 1/4" thick wall aluminum extrusion post
- 5 Concrete footers (size TBD by fabricator) Top of footers to be below grade and back filled with river rock.

Sign Type 41B

Small Interpretive Sign Single-faced freestanding tableau style

Materials

Extruded tube post is welded to heavy gauge aluminum back plate.

Front panel is cut from heavy gauge aluminum sheet with window cut from center. Inside edge is routed to hold message panel.

Interpretive panel is inset into front frame. Components are assembled and mechanically fastened from rear. Tamper-proof fasteners are countersunk and flush to surface.

Finishes

All aluminum components to be finished with Coralon fluoropolymer paint per specified colors.

All fasteners are stainless steel; visible fasteners are painted to match adjacent materials.

Installation

Sign assembly to be direct burial into below grade poured concrete footers. Backfill with soil and topdress with mulch. Fabricator to determine footer dimensions.

THIS DRAWING REPRESENTS DESIGN INTENT ONLY.
FABRICATOR WILL BE RESPONSIBLE TO VERIFY ALL
CONDITIONS IN FIELD PRIOR TO SHOP DRAWINGS

Client/Project	University of Arkansas Mullins Creek interpretive signage	Project No. 14UARK 140818
Date	8.01.14	Scale N/A



Project estimate:

Tsa La Gi Trail Mural: Interpretive Panel

\$437 Interpretive Panel Construction and Shipping

- \$348 material
- \$89 shipping

\$400 Installation by Parks crew, includes labor and materials

- \$100 materials
- \$300 labor

\$150 Usage fee estimate – Trail of Tears map illustration

\$987 ***Total***

DATE: 9-14-17

PAGE: 1

To: Ken Eastin
City of Fayetteville
City Hall 433 Hay Street
Fayetteville, AR 72701

Phone#: 479-444-3472

Fax#: 479-521-7714

Account Executive: Rhiannon de Cesare
ID #: 053009.09

Tag Name:

Part Number	Qty	Description	Each	Ext
E12-03-T4	1	1/2" Exterior CHPL Graphic. Panel Size: 18" x 24" 4 Threaded Inserts w/ Tamper Resistant Bolts.	133.00	133.00
SPG1212	1	Single Post Pedestal (12" x 12" Mounting Plate at 45 Degree). - Black Powder Coated Aluminum. - In-Ground Mount. (Surface Mount available).	175.00	175.00
99810	1	Color Sample - 8" x 10" x 1/16" CHPL. - Used in production for color matching and resolution. - Includes shipping.	40.00	40.00

All Fossil panels feature our exclusive 12-Color HD Printing.

Subtotal: \$348.00

Digital files must conform to Fossil File Prep Guidelines (FossilGraphics.com)
Electronic layout proofs provided at no charge.

Subtotal: 348.00

Features are indicated in Part Numbers:

"-P" = Custom Shape; "-T" = Threaded Inserts; "-D" = Double Sided; "-H" =
Holes; "MURAL" - Indicates panels built to go directly beside another panel.

Shipping: 89.00

0 %Tax: 0.00

TOTAL: \$437.00

Shipping to zip code: 72701. Estimate based on destination being a non-
residence that has a forklift if necessary.

Shipping charges include packaging and insurance.

Quote valid 90 days. Order produced under our standard Terms and Conditions
of Sale (FossilGraphics.com/terms). For installation info or to determine best
thickness of CHPL to meet your requirements (FossilGraphics.com/guide).

TERMS: Purchase Order / Balance Net 30 After Delivery

Please sign to authorize production: _____ / ____ / ____ **Print:** _____



MURAL: Interpretive Panel Sample

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mod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.



Photo Credit

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Budget Year	Division	Adjustment Number
2017	CHIEF FINANCIAL OFFICER (110)	
	/Org2	
	Requestor: Bonnie Bolinger	

Request grant funds that is currently held in escrow in the amount of \$5,000 to issue payment in the amount of \$4,000 to the University of Arkansas for costs associated with the memorialization to the historical event of the Trail of Tears as identified by a plan submitted by the U of A. This budget adjustment will also partially reimburse the City for the cost of signage and installation associated with a mural on the Tsa La Gi Trail located at the railroad tunnel in the amount of \$1,000.

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0527

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-39 and authorizes Mayor Jordan to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$366,600.00 for the construction of the Water and Sewer Outbuildings, and further approves a project contingency in the amount of \$36,600.00.

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

2017-0527

Legistar File ID

10/3/2017

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

Tim Nyander

9/15/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00 FOR A TOTAL OF \$402,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Budget Impact:

5400.720.1840-5801.00

Water/Sewer

Account Number

Fund

15020.1

Water/Sewer Building & Office Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 245,320.00

Funds Obligated \$ 5,517.00

Current Balance \$ 239,803.00

Does item have a cost? Yes

Item Cost \$ 402,600.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 162,797.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: September 15, 2017

SUBJECT: **Approval of a Construction Contract with Benchmark Construction of NWA, Inc. for Construction of Outbuildings at the Water & Sewer Operations Center**

RECOMMENDATION:

Staff recommends approval of a construction contract with Benchmark Construction of NWA, Inc. for construction of outbuildings at the Water & Sewer Operations Center in the amount of \$366,000.00, and approval of a project contingency in the amount of \$36,600.00 for a total of \$402,600.00.

BACKGROUND:

The contract with Cromwell Architects Engineers to design the Water/Sewer materials storage building and the truck garage expansion, was approved June 9, 2015 and included \$17,000.00 lump sum professional fees and \$1,500.00 expenses, for a contract total of \$18,500.00.

The outbuildings project was bid on November 18, 2015 with all bids exceeding the certified funds. At no cost to the City, in 2016 Cromwell provided minor revisions to the design and new bid documents.

The project was bid a second time May 12, 2016. The apparent low bidder qualified his bid which led into a staff discussion of the specification requirements. Ultimately all bids were rejected and the project was delayed until 2017.

Amendment No. 1 (approved on April 4, 2017) to the design contract with Cromwell Architects Engineers included minor changes to the documents including revisions if required to the materials specifications and re-bidding the project. Cromwell Architects engineers was reaffirmed in a formal engineering selection committee meeting on February 23, 2016, City of Fayetteville RFQ 16-01, Engineer and Architect - Selection #9.

DISCUSSION:

The sealed bids were received for Bid 17-39, Water Sewer Outbuilding Improvements on September 13, 2017. The lowest bidder was Benchmark Construction of NWA, Inc. in the amount of \$366,000.00.

BUDGET/STAFF IMPACT:

Funds are available in the Water/Sewer Building & Office Improvements project and in the closed Regional Park Waterline project due to cost savings in the project.

Attachments:

Agreement

Bid Tab

Bid Submittal – Benchmark Construction of NWA, Inc.

SECTION 00 52 13
AGREEMENT FORM

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: **Water Sewer Outbuilding Improvements**

Contract No.: Bid # 17-39, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2017 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

New Material Storage building improvements to the Vehicle Storage building as further defined in the Contract Documents.

Refer to SECTION 00 41 13 - Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by CROMWELL ARCHITECTS ENGINEERS, INC. CROMWELL assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Utility and/or Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within [135] calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within [165] calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to

be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

a. 95% of Work Completed (with the balance being retainage); and

b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6- CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

- D. Contractor has carefully studied all:
- (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations,

investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.

6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: **Water Sewer Outbuilding Improvements**
8. Addenda numbers.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' or materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this

paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: _____ CITY OF FAYETTEVILLE _____

Benchmark Construction of NWA, Inc. _____

By: Stephen Smith *Stephen Smith* By: Lioneld Jordan

Title: CEO Title: Mayor

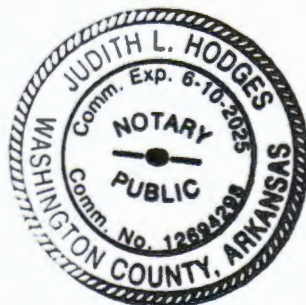
(SEAL)

(SEAL)

Attest

Judith L. Hodges

Attest



Address for giving notices

Benchmark Construction of NWA, Inc.

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0033500518

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

Stephen Smith

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF SECTION 00 52 13



CITY OF
FAYETTEVILLE
ARKANSAS

Construction - W & S Outbuilding Improvements

Bid No. 17-39
Official Bid Tabulation

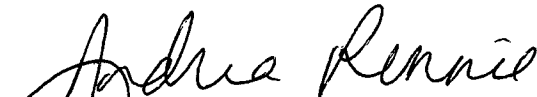
Bid No. 17-39
Date: 09.13.2017
Time: 2:00 PM

Lioneld Jordan, Mayor

Number of Addendums: 0

Certification of Funds: \$390,000.00
Max Bid Award Limit: \$487,500.00

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY.	Benchmark Construction		Center Point Contractors, Inc.		Ellingson Contracting		Nabholz Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Total Bonds, Insurances & Contract Submittals	LS	1	\$ 9,680.00	\$ 9,680.00	\$ 6,615.00	\$ 6,615.00	\$ 11,432.00	\$ 11,432.00	\$ 6,284.01	\$ 6,284.01
2	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 14,640.00	\$ 14,640.00	\$ 21,250.00	\$ 21,250.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00
3	Construction required for the addition and alterations to vehicle storage building, and all related construction.	LS	1	\$ 140,582.00	\$ 140,582.00	\$ 144,497.00	\$ 144,497.00	\$ 188,562.00	\$ 188,562.00	\$ 128,184.59	\$ 128,184.59
4	Construction required for the materials storage building, and all related construction.	LS	1	\$ 201,098.00	\$ 201,098.00	\$ 252,588.00	\$ 252,588.00	\$ 282,766.00	\$ 282,766.00	\$ 253,524.00	\$ 253,524.00
TOTAL BASE BID				\$	366,000.00	\$	424,950.00	\$	494,760.00	\$	392,992.60


Andrea Rennie, CPPO, CPPB, Purchasing Manager


Witness

9/15/17
Date



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.

333 West Poplar, Ste A

Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company

P. O. Box 5001

Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

as Obligee, hereinafter called the Obligee, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Water and Sewer Outbuildings - City of Fayetteville**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **13th** day of **September** **2017**


(Witness)

Benchmark Construction of NWA, Inc.

(Principal)

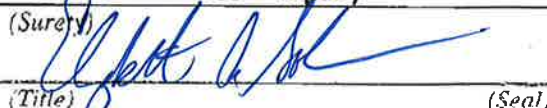
(Seal)


(Title)

Westfield Insurance Company

(Surety)


(Witness)


(Title)

(Seal)

Elizabeth A. Solomon, Attorney-In-Fact

General
Power
of Attorney

**Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.**
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, SARAH K. DAY, MARY ANN JUSTICE, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of surety; ip-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **15th** day of **FEBRUARY** A.D., **2017**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **15th** day of **FEBRUARY** A.D., **2017**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **13th** day of **September** A.D., **2017**.



Frank A. Carrino, Secretary

SECTION 00 41 13

BID FORM

Contract Name: **Water Sewer Outbuilding Improvements**

Bid Number: # 17-39, Construction – Water Sewer Outbuilding Improvements

BID TO:

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

BID FROM:

Bidder: BENCHMARK CONST.
333 W. POPLAR, STE A
FAYETTEVILLE, AR 72703

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>8-22-17</u>
<u>2</u>	<u>9-8-17</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions

(surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

ARTICLE 4 - BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Total Bonds, Insurances & Contract Submittals	LS	1	9,680	9,680
2	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	14,640	14,640
3	Construction required for the Addition and Alterations to Vehicle Storage building, and all related construction.	LS	1	140,582	140,582
4	Construction required for the Materials Storage building, and all related construction.	LS	1	201,098	201,098

TOTAL AMOUNT BID \$ 366,000⁰⁰

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security in the form of a Cashier's Check from a financial institution located in Arkansas or a Bid Bond and in the amount of 595 BID BOND Dollars (\$_____).

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

STEVE SMITH, CEO

BENCHMARK CONST.

Email. BENCHMARKCONST@ATT.NET

Phone No. 479 251-1316

FAX No. 479 251-1319

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

9.02 Execution/Signatures for Contractors Assurances above, Bid and total Bid Form.

SUBMITTED on SEPT 13, 2017.

Arkansas State Contractor License No. 0033500518

WATER SEWER OUTBUILDING IMPROVEMENTS
City of Fayetteville, Fayetteville, Arkansas

2015-092
JUNE 2017

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation or LLC

Corporation Name: BENCHMARK OF NWA, INC. CONSTRUCTION (SEAL)

State of Incorporation: ARKANSAS

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

By: Stephen Smith, CEO
(Signature – attach evidence of authority to sign)

Name (type or printed): STEPHEN SMITH

Title: CEO

(CORPORATE SEAL)

Attest: Dogans Dogan
(Signature of Corporate Secretary)

Business address: 333 W. POPLAR ST, STE A
FAYETTEVILLE, AR 72703

Phone No.: 251-1316 FAX No.: 251-1319

END OF SECTION 00 41 13

SECTION 00 14 00
BIDDER'S QUALIFICATION STATEMENT

Contract Name: **Water Sewer Outbuilding Improvements**

Date: 9-13-17

(Submit with 00 41 13 - Bid Form)

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company BENCHMARK CONST

Name STEVE SMITH

Address 333 W. POPLAR ST, STE 'A'

Principal Office ABOVE

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor's License Number

0033500518

Data Universal Numbering System – DUNS _____

Commercial and Government Entity Code – CAGE Code _____

Tax ID Number 71-0477532

For a Contractor to be considered as Commercially Proven, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least **5 (five) years active experience under the current Contractor name** in the installation of the product bid. The Contractor shall provide an acceptable list of installations with similar equipment demonstrating compliance with this equipment. A bidder may use the combined experience of its owners or senior executive staff to satisfy the requirement. In the event the bidder uses this combined experience, it shall submit justification and documentation with bid showing the combined experience is existing with its owners or senior executive staff.

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 41 years and has performed work of the nature and magnitude of this Contract for 41 years. Bidder has been in business under its present name for 41 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.
5. Bidder normally performs the following work with his own forces:

DIRT, SITE, CONCRETE, BLDG ERECTION
FRAMING

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

STEVE SMITH 38 YRS
ROGER ROSS 38 YRS

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

WESTFIELD INSURANCE (SURETY)
BROWN MILLER CLARK (AGENT)

8. Bidder's Workmen's Compensation Experience Modifier Factor is: 649 0.87

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgments are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	<u>NONE</u>	_____	\$ _____

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 9-13, 2017

(OFFICIAL SEAL)

Name of Organization:

BENCHMARK CONST

By STEVE SMITH

Title CEO

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF SECTION 00 14 00

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

A BA is needed within the Water/Sewer Building & Office Improvements project for the construction of the Water/Sewer Outbuildings. The outbuilding project is for the construction of a materials storage building and a truck garage expansion. Decease in the Regional Park Waterlines Project is utilizing the cost savings from that project.

	COUNCIL DATE:	9/15/2017
	LEGISTAR FILE ID#:	2017-0527
	<i>Liz Hutchens</i>	
	9/15/2017 4:06 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: 2017-0500

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$107,144.55 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16 BETWEEN COLLEGE AVENUE AND HUNTSVILLE ROAD REQUIRED FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,714.45

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with McClelland Consulting Engineers, Inc. in the amount of \$107,144.55 for engineering services associated with utility relocations along Highway 16 from College Avenue required for Arkansas Department of Transportation Job 040579, and further approves a project contingency in the amount of \$10,714.45.

City of Fayetteville Staff Review Form

2017-0500

Legistar File ID

10/3/2017

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

Tim Nyander

9/11/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING AN AGREEMENT WITH MCCLELLAND CONSULTING ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO THE ARKANSAS DEPARTMENT OF TRANSPORTATION (ARDOT) JOB 040579, HWY 16 UTILITY RELOCATIONS FROM COLLEGE AVENUE TO HUNTSVILLE ROAD, IN THE NOT-TO-EXCEED AMOUNT OF \$107,144.55, AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$10,714.45 FOR A TOTAL COST OF \$117,859.00

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

11011.1

Water/Sewer Relocations - Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 3,499,149.00

Funds Obligated \$ 2,938,262.75

Current Balance \$ 560,886.25

Does item have a cost? Yes

Item Cost \$ 117,859.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 443,027.25

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee, September 12, 2017 meeting

FROM: Tim Nyander, Utilities Director

DATE: August 31, 2017

SUBJECT: Approval of the engineering contract and contract contingency with McClelland Consulting Engineers (MCE) Inc. for professional engineering services associated with the water and sanitary sewer relocations for ARDOT (formerly AHTD) Highway 16 (15th Street) from College to Huntsville, Project 040579

RECOMMENDATION:

Fayetteville City Staff recommends approval of (1) the engineering contract with McClelland Consulting Engineers (MCE) Inc. in the not to exceed amount of \$107,144.55 and (2) an engineering contract contingency of \$10,714.45. The total request for this Agenda item is \$117,859.00.

BACKGROUND

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 16 (15th Street) from College to Huntsville (Please refer to attached plan cover page).

The water and sanitary sewer relocations for Highway 16 (15th Street) from College to Huntsville, ARDOT Project 040579, are estimated to cost approximately \$1,200,000.00 to \$1,500,000.00. The relocations are estimated to be 58% reimbursable to the City of Fayetteville by ARDOT.

The estimate and the predesign reimbursement percentage are estimates only. Final reimbursement percentages will be will be approved the State (ARDOT) prior to construction.

The proposed engineering contract with MCE includes surveying, design, SWPPP and bidding. Construction administration services may be negotiated in a future contract amendment.

DISCUSSION:

The City's present workload would be prohibitive to perform the necessary preliminary engineering and meet the project schedule.

McClelland Consulting Engineers, Inc. (MCE) was selected for this task in a formal engineering selection committee meeting on July 26, 2017, City of Fayetteville RFQ 17-01, Engineer and

Architect - Selection #3. The contract scope and the not to exceed costs were negotiated by City Utilities staff.

BUDGET/STAFF IMPACT:

Funds are available within the Water/Sewer Relocations – Bond Project.

Attachments:

Agreement with MCE

Cover Page - ARDOT Plan

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And

MCCLELLAND CONSULTING ENGINEERS, INC.

Hwy 16 Utility Relocation from College Avenue to Huntsville Road. AHTD Job 040579.

THIS AGREEMENT is made as of _____, 2017, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and McClelland Consulting Engineers, Inc. with offices located in the City of Fayetteville (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

Hwy 16 Utility Relocation from College Avenue to Huntsville Road

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments from CITY OF FAYETTEVILLE to ENGINEER may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional design services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during this project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER.
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's 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.
- 3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 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. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is \$107,144.55.
- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.
 - 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceed without a formal contract amendment.
- 5.3 Statements
 - 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.
- 5.4 Payments
 - 5.4.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.5 Final Payment

- 5.5.1 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, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. 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's claims against ENGINEER or ENGINEER's sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

- 6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.
- 6.2 Professional Responsibility
 - 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.
 - 6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER'S's Commercial General Liability and Automobile Liability Insurance policies.
- 6.3 Cost Opinions and Projections
 - 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 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:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.3 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
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF

FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER 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 or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, 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 Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 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;

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) 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.
- 6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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 days of the written request to resolve the dispute.
- 6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.
- 6.10 Publications
- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER 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 Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:

113 West Mountain
Fayetteville, AR 72701

ENGINEER's address:

1810 North College Avenue
Fayetteville, Arkansas 72701

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

- 7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review,, approval or acceptance of, nor payment for any of the services shall 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.
- 7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- 7.1.3 ENGINEER 's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, 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. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, 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.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

- 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
- 7.3.3.3 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 subagreement or purchase order awarded after effective price competition, except:
 - 7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;
 - 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 7.3.3.3.3 If the subagreement is terminated for default or for convenience.
- 7.4 Covenant Against Contingent Fees
 - 7.4.1 ENGINEER 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 ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE 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.
- 7.5 Gratuities
 - 7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER'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, 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 ENGINEER 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 bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.

7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of

records containing information about CITY OF FAYETTEVILLE water system customers.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:
By: _____
City Clerk

McClelland Consulting Engineers, Inc.

By:  _____
Daniel Barnes, P.E.

Title: President, Fayetteville

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A – SCOPE OF SERVICES

1.1 General

Generally, the scope of services includes design surveys along the Highway 16 corridor from the vicinity of the west side of College Avenue to the vicinity of the east side of Huntsville Road, as defined by ARDOT'S Job No. 040579 for widening this segment of Highway 16. ARDOT is also including improvements at the intersection of Highway 16 and Highway 71B (S School Ave) in Job No. 040579. Surveys will be limited to those areas where existing and new water and sewer facilities must be coordinated with ARDOT highway improvement plans. Preliminary and Final Design services related to water and sewer improvements within the limits outlined above shall be completed. The design work shall cover approximately 1,300 linear feet of 8-inch water main (may be replaced with a 12-inch line) on the south side of Hwy 16 from College Avenue to South Washington Avenue; approximately 4,000 linear feet of 12-inch waterline along the north side of Hwy 16 from Washington Avenue to the vicinity of South Armstrong Avenue; realignment of the 24-inch water line that crosses Hwy 16 in the vicinity of Morningside Drive; realignment of approximately 750 linear feet of 12-inch line on the east side of Hwy 16 from South Armstrong Street to the vicinity of East Fairlane Street; four sanitary sewer crossings between College Avenue and South Armstrong Avenue that will need encasement extensions; 750 linear feet of 12-inch sanitary sewer main in Hwy 16 from South Armstrong Street to the vicinity of East Fairlane Street which should not require relocation; and approximately 100 linear feet of 8-inch waterline on the east side of Highway 71B at Highway 16. Design services shall also include necessary water and sewer interconnections and replacements, water meter replacements, manhole rim adjustments and related work as necessary to accommodate the 8-inch, 12-inch and 24-inch water main design as well as the ARDOT College Ave. – Huntsville Road Job No. 040579 widening plans. Approximately 150 feet of 24-inch, 4,000 feet of 12-inch and 1,400 feet of 8-inch water main is anticipated.

1.2 Design Surveys, Preliminary Design, Final Design and Bidding Services

1.2.1 Design Surveys

MCE will complete design surveys as necessary to locate existing water and sewer facilities and to locate other existing utilities that are marked by One-Call services in areas required to accommodate the ARDOT widening plans along Hwy 16 from College Avenue to Huntsville Road. Areas where there are no water and sewer conflicts and no new water and sewer facilities are required will not be surveyed. MCE shall rely on the Fayetteville water and sewer GIS information for general utility locations and on Fayetteville's personnel marking water and sewer facilities during the one call process for design survey locations.

1.2.2 Preliminary Design

Preliminary plans shall be submitted to the City of Fayetteville for the purpose of confirming the final design scope of work, including the extent of new water and sewer mains, the location of interconnections, coordination issues with the highway plans, preliminary easement requirements, anticipated right of way conflicts, and a preliminary estimate of construction

costs. The preliminary plans shall include illustrating the proposed work on the Highway Department plans, with minimal profile information.

1.2.3 Final Design

Based on review comments from Preliminary Design the Final Design and Project Specifications shall be completed, including plans, profiles, details, ARDOT coordination issues, final estimated construction costs, easement requirements and related documents as necessary to obtain approvals by the City of Fayetteville, the Arkansas Department of Health and the Arkansas Highway and Transportation Department. Once it is evident that the Final Design deliverables shall include:

1. Two full sized sets of plans and project specifications, as well as cost estimates for the city of Fayetteville.
2. Six full sized sets of plans and cost estimates for ARDOT.
3. Two full sized sets of plans and specifications for the Health Department.
4. A summary of easement requirements for the City of Fayetteville.

1.2.4 Bidding Phase

MCE shall assist the City of Fayetteville with an Advertisement for Bids, issue plans and specifications to Plan Rooms, assist in addressing bidders' questions, issue Addenda as authorized by the City of Fayetteville, attend the bid opening and prepare Bid Tabulation with an award recommendation. In addition, MCE shall prepare a summary of the project costs and the estimated ARDOT reimbursement value based on the actual bid prices.

1.3 Property Surveys, Property Mapping, Easement Mapping and Easement Preparation Services.

1.3.1 Property Surveys

MCE shall rely on the ARDOT Highway 16 right of way plans, the ARDOT ownership map and Fayetteville easement information for the initial evaluation of easement requirements. Based on those sources of information, an initial map of easements needs will be submitted to the City of Fayetteville. Upon City of Fayetteville's concurrence, property surveys as necessary to confirm property lines needed for the easement preparation process will be completed. The property survey process shall include verification of current property ownership/current property legal descriptions based on courthouse records.

1.3.2 Property Mapping

The ARDOT property maps shall be updated/modified based on any changes determined during the property survey process and property ownership verification process.

1.3.3 Easement Mapping

The easement maps obtained from Fayetteville atlas sheets shall be updated as needed to reflect more current existing easement records, as provided by City of Fayetteville personnel, in

areas where the exact location of existing easements has an impact on the project plans as necessary to illustrate to the bidders and construction contractor the limits of their authorized work areas.

1.3.4 Easement Preparation Services

For those areas identified and subsequently approved by the City of Fayetteville, individual easement legal descriptions and tract maps will be prepared in accordance with the criteria established by the City of Fayetteville, generally in accordance with documents prepared on previous projects. It is anticipated that as many as 20 new easement documents may be required and as many as 4 of these documents may require revisions based changes by ARDOT or the City of Fayetteville.

1.4 Storm Water Pollution Prevention Plan Services

A Storm Water Pollution Prevention Plan shall be completed at the end of the design phase, to conform to the design documents and ARDOT criteria, and to further be acceptable to the City of Fayetteville.

1.5 Geotechnical Services

The scope of Geotechnical Services will be added with a future amendment to this agreement.

1.6 Construction Phase Services

The scope of Construction Phase Services will be added with a future amendment to this agreement.

1.7 Extra Work

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

1. Redesign for the City's convenience or due to changed conditions after prior approval or conflicting direction from the City or from ARDOT.
2. Submittals or deliverables in addition to those listed in paragraph 2.2.3.
3. Environmental Assessment.
4. Work related to environmentally or historically (culturally) significant items.

Extra Work will be as directed by the City of Fayetteville in writing for an additional fee as agreed upon by the City of Fayetteville and MCE.

1.8 Schedule

MCE will begin work under this Agreement within ten (10) days of a Notice to Proceed and will complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Design Survey	30 days from start date
Draft Preliminary Design	60 days from completion of Design Surveys
Preliminary Design Review	10 days from Preliminary Design Submittal
Final Design	90 days from Preliminary Design Review
Final Design Approval	20 days from Final Design Submittal
Easement Preparation	60 days from Final Design Approval
Bidding Phase	75 days from Final Design Approval
Storm Water Pollution Prevention Plan	Concurrent with Easement Preparation

Appendix B-1 Fee Proposal

Appendix B-1
Design Surveys, Preliminary Design,
Final Design, SWPPP Servies and Bidding Assistance
In Conjunction with the Highway 16 Water and Sewer Relocation
AHTD Job No. 040579
Fayetteville, Arkansas

Manhours

Labor Classification	Time/Hours	Labor Rate	Extended
Principal Engineer	60.00	\$65.00	\$3,900.00
Sr Project Manager V	186.00	\$60.00	\$11,160.00
Project Designer III	182.00	\$35.00	\$6,370.00
Chief Draftsman	164.00	\$24.00	\$3,936.00
Survey Tech. II	40.00	\$22.00	\$880.00
Reg. Land Surveyor IV	28.00	\$36.50	\$1,022.00
Field Survey 1-Man	78.00	\$27.00	\$2,106.00
Office Admin	18.00	\$21.50	\$387.00

Direct Labor Subtotal		\$29,761.00
Overhead	164.03%	\$48,816.97
Subtotal		\$78,577.97
Fixed Fee		\$9,429.36
FCCM	0.09%	\$26.78
Subtotal Labor Costs		\$88,034.11

EXPENSES

Estimated Reimbursable Expenses	Amount
Mileage	\$150.00
ArkUps	\$2,500.00
Printing	\$500.00
ADH Review Fee	\$500.00
Total Estimated Reimbursable Expenses	\$3,650.00

**Total Costs - Design Surveys, Preliminary Design, Final Design, Bidding
Phase, and SWPPP Services**

\$91,684.11

Appendix B-2 Fee Proposal

Appendix B-2

Property Surveys, Property Mapping, Easement Mapping and Easement Preparation Services
In Conjunction with the Highway 16 Water and Sewer Relocation

AHTD Job No. 040579

Fayetteville, Arkansas

Manhours

Labor Classification	Time/Hours	Labor Rate	Extended
Survey Tech. II	113.00	\$22.00	\$2,486.00
Reg. Land Surveyor IV	35.00	\$36.50	\$1,277.50
Field Survey 1-Man	16.00	\$27.00	\$432.00

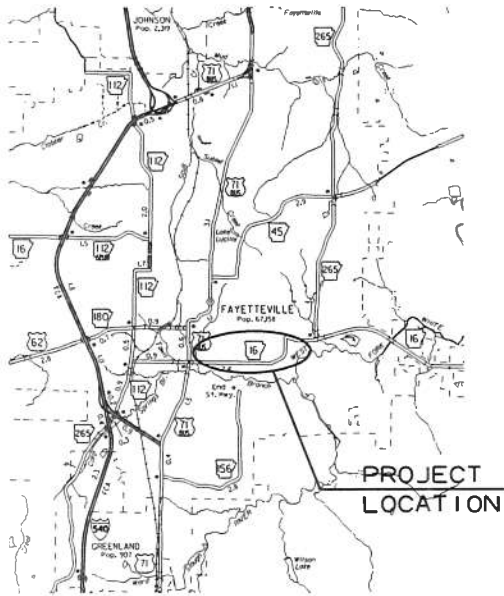
Direct Labor Subtotal		\$4,195.50
Overhead	164.03%	\$6,881.88
Subtotal		\$11,077.38
Fixed Fee		\$1,329.29
FCCM	0.09%	\$3.78
Subtotal Labor Costs		\$12,410.44

EXPENSES

Estimated Reimbursable Expenses	Amount
Mileage	\$50.00
Printing	\$500.00
Easement Search - \$125 per parcel - 20 parcels	\$2,500.00
Total Estimated Reimbursable Expenses	\$3,050.00

**Total Costs - Property Surveys, Property Mapping, Easement Mapping and
Easement Preparation Services**

\$15,460.44



VICINITY MAP

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT
CONSTRUCTION PLANS FOR STATE HIGHWAY

COLLEGE AVE.-HUNTSVILLE RD.
(SEL. SECS.) (FAYETTEVILLE) (S)

WASHINGTON COUNTY

ROUTE 16 SECTION 3

JOB 040579

FED. AID PROJ. STP-00xx(xx)



DATE REVISED	DATE FILMED	DATE REVISED	DATE FILMED	FED. AID PROJ. NO.	STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
				6	ARK.			
						040579	1	

2 COLLEGE AVE.-HUNTSVILLE RD. (SEL. SECS.) (FAYETTEVILLE) (S)



ARK. HWY. DIST. NO. 4

DESIGN TRAFFIC DATA

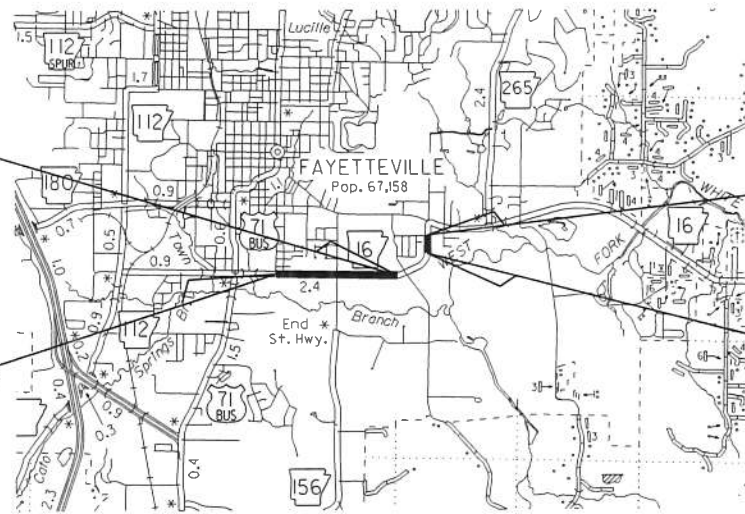
DESIGN YEAR	2029
2009 ADT	12,500
2029 ADT	17,500
2029 DHV	1925
DIRECTIONAL DISTRIBUTION	60%
TRUCKS	13%
DESIGN SPEED	40 MPH

STA. 580+50
JOB EXCEPTION

STA. 527+94
BEGIN JOB 040579
LOG MILE 0.900

STA. 605+52
END JOB 040579

STA. 598+00
JOB EXCEPTION



R 30 W | R 29 W



APPROVED

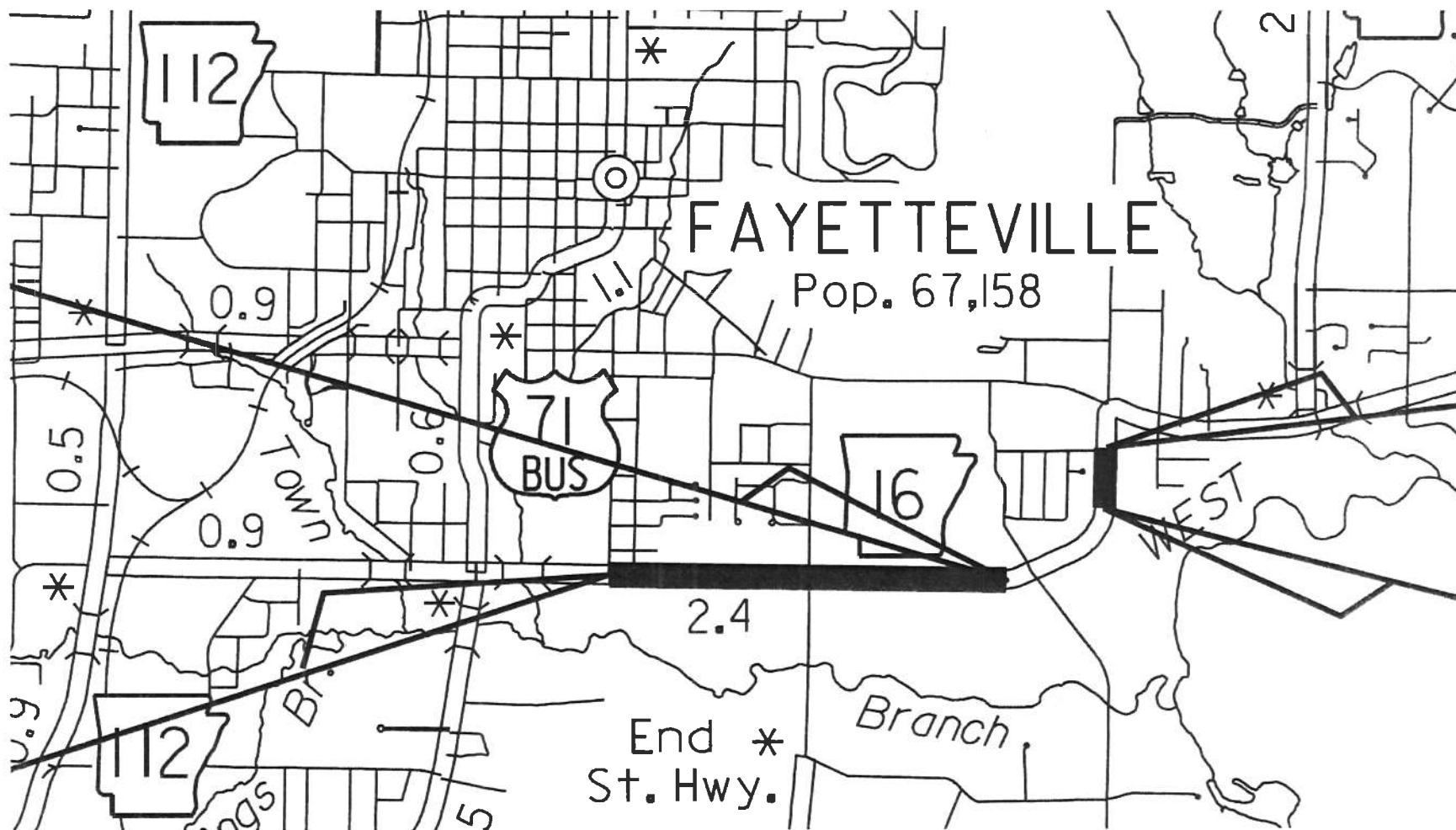


DEPUTY DIRECTOR
AND CHIEF ENGINEER

	BEGIN PROJECT	MID-POINT OF PROJECT	END PROJECT
LATITUDE	N xx'xx' xx"	N xx'xx' xx"	N xx'xx' xx"
LONGITUDE	W xx'xx' xx"	W xx'xx' xx"	W xx'xx' xx"

GROSS LENGTH OF PROJECT	7758.00	FEET OR	1.469	MILES
NET ROADWAY	6008.00	" "	1.138	" "
NET BRIDGES	0.00	" "	0.000	" "
NET PROJECT	6008.00	" "	1.138	" "

P.E. 040486
NON-PART.





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0501

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

HAWKINS-WEIR ENGINEERS, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a professional engineering services agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$121,800.00 for engineering services related to the Goshen and Benson water tank improvements, and further approves a project contingency in the amount of \$12,180.00.

City of Fayetteville Staff Review Form

2017-0501

Legistar File ID

10/3/2017

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

Tim Nyander

9/11/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING AN AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS IN THE NOT-TO-EXCEED AMOUNT OF \$121,800.00, AND APPROVING A CONTINGENCY IN THE AMOUNT OF \$12,180.00 FOR A TOTAL COST OF \$133,980.00

Budget Impact:

5400.720.5600-5314.00

Water/Sewer Fund

Account Number

Fund

10006.1

Benson Mountain Pressure Plane Upgrade

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 325,000.00

Funds Obligated \$ -

Current Balance \$ 325,000.00

Does item have a cost? Yes

Item Cost \$ 133,980.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 191,020.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee August 8, 2017 meeting

FROM: Tim Nyander, Utilities Director

DATE: September 1, 2017

SUBJECT: Approval of the engineering contract and contract contingency with Hawkins-Weir Engineers Inc. for professional services associated with the Goshen ground storage water tank; Benson (Fire Tower Road) pump station, the Benson water tank, water mains and appurtenances.

RECOMMENDATION:

Fayetteville City Staff recommends approval of (1) the engineering contract with Hawkins-Weir Inc. in the not to exceed amount of \$121,800.00 and (2) a ten percent engineering contract contingency of \$12,180.00. The total request for this Agenda item is \$133,980.00.

BACKGROUND

Based upon inspection reports, customer water demands and field observations, the Goshen Ground storage water tank requires coating (painting) and minor rehabilitation, the pump station from the Goshen tank to the Benson (Fire Tower Road) tank requires replacement with a new pump station and the existing Benson standpipe water tank requires replacement. Additionally, water main and appurtenances are required.

The proposed engineering contract with Hawkins-Weir includes surveying, design, easement assistance, SWPPP and bidding. Construction administration services may be negotiated in a future contract amendment.

DISCUSSION:

Hawkins-Weir Engineers Inc. was selected for this task in a formal engineering selection committee meeting on July 26, 2017, City of Fayetteville RFQ 17-01, Engineer and Architect - Selection #2. The contract scope and the not to exceed costs were negotiated by City Utilities staff.

BUDGET/STAFF IMPACT:

Funds are available in the Benson Mountain Pressure Plane Project project.

Attachments:

Contract with Hawkins-Weir Inc.



August 31, 2017

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

Re: Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements
HWEI Project No. 2017076

Dear Mr. Beavers:

We appreciate the opportunity to submit this revised proposal to perform engineering services associated with the Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements Project for the City of Fayetteville, Arkansas.

The project scope will include the following:

- 1) Rehabilitation of the existing Goshen Tank, including interior and exterior coatings and any ancillary Code-related repairs
- 2) Replacement of the Goshen to Benson Mountain Pressure Plane pump station, including emergency standby power
- 3) Replacement of the existing Benson Tank with a new elevated water storage tank on property adjacent to the existing tank site
- 4) 4-inch diameter water line improvements (approximately ½-mile) to loop an existing dead-end water line within the Benson Mountain water distribution system

Enclosed, please find a scope of services task list detailing the Basic Services proposed for this project. In summary, our services will consist of preparing a Technical Memorandum, Final Design Documents including detailed plans and specifications, and providing assistance during Bidding.

The scope of services for this project does not presently include any construction management services. We understand that construction management services will be negotiated during the latter portion of the bidding phase, and with the City's concurrence will be added by Amendment to our Contract.

Our fee for Basic Services will be invoiced based on our Standard Hourly Billing Rates as compensation for services and expenses of principals and employees of Hawkins-Weir Engineers. The not to exceed fee for these services is **\$111,800.00**, plus subconsultant fees and Reimbursable Expenses. Additional services will be provided only upon receipt of written authorization, and these additional services will be invoiced at our standard hourly rates. A copy of our Standard Hourly Billing Rate Structure is enclosed.

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
438 East Millsap Road • Suite 107 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • (479) 242-4685



Mr. Jim Beavers, P.E.

Page 2

August 31, 2017

Reimbursable Expenses, including subconsultant fees, incurred in connection with all Basic and Additional Services will be charged based on their actual cost. We recommend that you budget **\$10,000.00** for the following reimbursable expenses: title and easement research, geotechnical investigation, paint sample testing for lead, ARKUPS utility locates, the Arkansas Department of Health (ADH) review fee, and reproduction and printing.

We will invoice you monthly for Basic Services and Reimbursable Expenses. Reimbursable Expenses will be invoiced in full as they are incurred.

We will commence this work immediately upon your approval of this proposal and authorization to proceed, and will complete the work through the completion of the bidding phase within 8-months. If there are changes in scope or protracted delays for reasons beyond our control, we would expect to negotiate with you an equitable adjustment of our compensation taking into consideration the impact of such changes and delays.

Assuming this proposal is both acceptable and satisfactorily describes the project and the scope of services, we have prepared and executed a copy of the City's Standard Agreement for Engineering Services for your consideration. If you have any questions, or require additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

Brett D. Peters, P.E.

BDP/jsd

Enclosures: Agreement for Engineering Services
Scope of Services
Standard Hourly Billing Rate Structure, effective August 20, 2017

cc: Lisa Huckelbury

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And

HAWKINS-WEIR ENGINEERS, INC.

Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements: Rehabilitation of the Goshen Tank, Replacement of the Benson Pump Station, Replacement of the Benson Tank, and waterline improvements in the Benson Pressure Plane.

THIS AGREEMENT is made as of _____, 20__, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and Hawkins-Weir Engineers, Inc. with offices located in Fayetteville, Arkansas (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, planning, design, and/or construction administration of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

ENGINEER shall serve as CITY OF FAYETTEVILLE's professional engineering consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of ENGINEER's services. All services shall be performed under the direction of a professional engineer registered in the State of Arkansas and qualified in the particular field. If Construction Phase Services are to be provided by ENGINEER under this Agreement, the construction shall be executed under the observation of a professional engineer registered in the State of Arkansas in accordance with Arkansas Code Amended §22-9-101.

SECTION 1 - AUTHORIZATION OF SERVICES

- 1.1 Services on any assignment shall be undertaken only upon written Authorization of CITY OF FAYETTEVILLE and agreement of ENGINEER.
- 1.2 Assignments from CITY OF FAYETTEVILLE to ENGINEER may include services described hereafter as Basic Services or as Additional Services of ENGINEER.
- 1.3 Changes, modifications or amendments in scope, price or fees to this contract shall **not** be allowed without a formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, costs, fees, or delivery schedule.

SECTION 2 - BASIC SERVICES OF

- 2.1 Perform professional design services in connection with the Project as hereinafter stated.
- 2.1.1 The Scope of Services to be furnished by ENGINEER during this project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

- 3.1 CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of ENGINEER:
 - 3.1.1 Provide full information as to CITY OF FAYETTEVILLE's requirements for the Project.
 - 3.1.2 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

- 3.1.3 Assist ENGINEER in obtaining access to property reasonably necessary for ENGINEER to perform its services under this Agreement.
- 3.1.4 Examine all studies, reports, cost opinions, Bid Documents, Drawings, proposals, and other documents presented by ENGINEER and render in writing decisions pertaining thereto.
- 3.1.5 The Utilities Director is the CITY OF FAYETTEVILLE's project representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY OF FAYETTEVILLE's 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.
- 3.1.6 CITY OF FAYETTEVILLE will review all documents and provide written comments to ENGINEER in a timely manner.

SECTION 4 - PERIOD OF SERVICE

- 4.1 This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- 4.2 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. ENGINEER will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.
- 4.3 ENGINEER shall provide a schedule of its services and include such schedule with the scope in Appendix A.

SECTION 5 - PAYMENTS TO

- 5.1 The maximum not-to-exceed amount authorized for the Basic Services of the Engineer (as defined by Section 2 of this Agreement) is **\$111,800.00**. The maximum not-to exceed amount authorized for Reimbursable Expenses is \$10,000.00.

Reimbursable Expenses shall be limited to title and easement research, geotechnical investigation, testing services for lead paint, ARKUPS utility locates, the Arkansas Department of Health review fee, the Arkansas Department of Environmental Quality Stormwater Permit Fee, and reproduction and printing costs.

- 5.2 The CITY OF FAYETTEVILLE shall compensate ENGINEER based upon a unit price or lump sum basis as described in Appendix A.

- 5.2.1 The maximum not-to-exceed amount authorized for this Agreement is based upon the estimated fee scope, hours, costs and expenses per phase. The estimated fee spreadsheets shall be included in Appendix A. The amount for any phase may be more or less than the estimate, however the maximum not-to-exceed amount shall not be exceed without a formal contract amendment.

- 5.3 Statements

- 5.3.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the professional engineering services.

5.4 Payments

- 5.4.1 All statements are payable upon receipt and generally due within thirty (30) days. If a portion of ENGINEER's statement is disputed by CITY OF FAYETTEVILLE, the undisputed portion shall be paid by CITY OF FAYETTEVILLE by the due date. CITY OF FAYETTEVILLE shall advise ENGINEER in writing of the basis for any disputed portion of any statement. CITY OF FAYETTEVILLE will make reasonable effort to pay invoices within 30 days of date the invoice is approved, however, payment within 30 days is not guaranteed.

5.5 Final Payment

- 5.5.1 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, ENGINEER shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by ENGINEER to be set forth therein. 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's claims against ENGINEER or ENGINEER's sureties under this Agreement or applicable performance and payment bonds, if any.

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

- 6.1.1 During the course of performance of these services, ENGINEER will maintain (in United States Dollars) the following minimum insurance coverages:

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation Employers' Liability	Statutory \$500,000 Each Accident
Commercial General Liability Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Automobile Liability: Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
Professional Liability Insurance	\$1,000,000 Each Claim

ENGINEER will provide to CITY OF FAYETTEVILLE certificates as evidence of the specified insurance within ten days of the date of this Agreement and upon each renewal of coverage.

6.1.2 CITY OF FAYETTEVILLE and ENGINEER waive all rights against each other and their officers, directors, agents, or employees for damage covered by property insurance during and after the completion of ENGINEER's services.

6.2 Professional Responsibility

6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices, CITY OF FAYETTEVILLE Standards, Arkansas State Law and the Rules and regulations of the Arkansas Board of Licensure For Professional Engineers and Professional Surveyors. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequent of such defect. ENGINEER agrees not to seek or accept any compensation or reimbursements from the CITY OF FAYETTEVILLE for engineering work it performs to correct any errors, omissions or other deficiencies caused by ENGINEER's failure to meet customarily accepted professional engineering

practices. CITY OF FAYETTEVILLE retains all other remedies to recover for its damages caused by any negligence of ENGINEER.

- 6.2.2 In addition ENGINEER will be responsible to CITY OF FAYETTEVILLE for damages caused by its negligent conduct during its activities at the Project Site to the extent covered by ENGINEER'S's Commercial General Liability and Automobile Liability Insurance policies.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER 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, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

- 6.4.1 CITY OF FAYETTEVILLE shall have the right to make changes within the general scope of ENGINEER's services, with an appropriate change in compensation and schedule only after Fayetteville City Council approval of such proposed changes and, upon execution of a mutually acceptable amendment or change order signed by the Mayor of the CITY OF FAYETTEVILLE and the duly authorized officer of ENGINEER.

6.5 Termination

6.5.1 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:

6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:

6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

6.5.2.2 An opportunity for consultation with the terminating party prior to termination.

6.5.3 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

6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,

6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.

6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, 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 ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination

settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.

6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:

6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),

6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.

6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.

6.6 Delays

6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

6.7.1 ENGINEER'S services will be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

6.8 Dispute Resolution

6.8.1 Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and ENGINEER 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 or ENGINEER in the performance of this Agreement, and disputes concerning payment.

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, 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 Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

6.8.3.1 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;

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) 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.

6.8.4 Negotiation: Within seven days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and ENGINEER 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 ENGINEER 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 days of the written request to resolve the dispute.

6.9 CITY OF FAYETTEVILLE represents that it has sufficient funds or the means of obtaining funds to remit payment to ENGINEER for services rendered by ENGINEER.

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER'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 ENGINEER. 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. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

6.11.1 CITY OF FAYETTEVILLE agrees that it will require all construction Contractors to indemnify, defend, and hold harmless CITY OF FAYETTEVILLE and ENGINEER 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 Contractors, or their employees, agents, Subcontractors, and Suppliers.

6.12 Ownership of Documents

6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and

data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.

6.12.2 The CITY OF FAYETTEVILLE acknowledges the ENGINEER's plans and specifications, including documents on electronic media ("delivered documents"), as instruments of professional services. Nevertheless, the delivered documents prepared under this Agreement shall be delivered to and become the property of the CITY OF FAYETTEVILLE upon completion of the services and payment in full of all monies due to ENGINEER. Except for the ENGINEER's services provided for by this Agreement as related to the construction and completion of the Project, the ENGINEER accepts no liability arising from any reuse of the delivered documents by the CITY OF FAYETTEVILLE, unless ENGINEER is retained by CITY OF FAYETTEVILLE to make modifications or otherwise reuse the delivered documents. Except where the CITY OF FAYETTEVILLE reuses the delivered documents subsequent to the completion of the Project, nothing contained in this paragraph shall alter the ENGINEER's responsibilities and obligations under this Agreement.

6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER 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.

6.13 Notices

6.13.1 Any Notice required under this Agreement will be in writing, addressed to the appropriate party at the following addresses:

CITY OF FAYETTEVILLE's address:
113 West Mountain
Fayetteville, AR 72701

ENGINEER's address:

438 East Millsap Road, Suite 107
Fayetteville, Arkansas 72703

6.14 Successor and Assigns

6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.

6.15 Controlling Law

6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.

6.16 Entire Agreement

6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER:

7.1.1 CITY OF FAYETTEVILLE's or any Federal or State Agency's review, approval, or acceptance of design drawings, specifications, reports and other services furnished

hereunder shall not in any way relieve ENGINEER of responsibility for the technical adequacy of the work. Neither CITY OF FAYETTEVILLE's nor any Federal or State Agency's review,, approval or acceptance of, nor payment for any of the services shall 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.

7.1.2 ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by ENGINEER's negligent performance of any of the services furnished under this Agreement except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.

7.1.3 ENGINEER 's obligations under this clause are in addition to ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against ENGINEER for faulty materials, equipment, or work.

7.2 Remedies

7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER 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. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, 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. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, 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.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 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 subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

7.4.1 ENGINEER 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 ENGINEER for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE 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.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER'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, 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 ENGINEER 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 bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. 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 OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

- 7.6.1 City contracts and documents, including internal documents and documents of subcontractors and sub-consultants, prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, ENGINEER will 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.
- 7.6.2 Pursuant to Arkansas Code Ann. § 25-19-105(b)(20), the personal information of CITY OF FAYETTEVILLE water system customers must be treated as confidential information and shall not be made available for inspection except by ENGINEER's employees as required to fulfill the terms of this Agreement. Upon completion of ENGINEER's contractual duties and after approval of ENGINEER's documents, the ENGINEER agrees to destroy or return to CITY OF FAYETTEVILLE any copies of records containing information about CITY OF FAYETTEVILLE water system customers.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and ENGINEER, by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Mayor, Lioneld Jordan

ATTEST:
By: _____
City Clerk

HAWKINS-WEIR ENGINEERS, Inc.

By: Brett D. Peters

Title: President & CEO

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Appendix A
Scope of Services
Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements
City of Fayetteville, Arkansas
HWEI Project No. 2017076
August 31, 2017

Task Description

Task 1 – Preliminary Design Phase

1. Participate in a project kickoff meeting with the Owner
2. Prepare a Preliminary Engineering Report
 - a. Evaluate elevated water storage tank design options
 - b. Evaluate water booster pump station design options
 - c. Evaluate tank mixing and DPB control systems for the Goshen and Benson tanks
 - d. Meet with City Staff to present the Preliminary Engineering Report
3. Manage title research for the proposed Benson tank site and the proposed water line route by our sub-consultant, Waco Title
4. Determine property ownership for Rights of Entry notification by the City of Fayetteville
5. Survey the existing Goshen tank site
 - a. Coordinate utility locates through ARKUPS
6. Survey the proposed Benson tank site
 - a. Coordinate utility locates through ARKUPS
7. Survey the proposed water line route
 - a. Coordinate utility locates through ARKUPS
8. Manage a geotechnical soils investigation of the proposed Benson tank site by our sub-consultant GTS, Inc.
9. Coordinate with CH2M regarding SCADA design
10. Prepare a base drawing

Task 2 – Final Design Phase

1. Prepare final design drawings and construction details
 - a. Prepare and submit a 50% design review set of drawings, including a 50% cost estimate
 - i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes
 - b. Prepare and submit a pre-final design review set of drawings, technical specifications, and a pre-final cost estimate
 - i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes
 - c. Prepare and submit a final set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate
2. Prepare bid documents. The City will provide front end document templates. Format for specifications will be the City's Standard Specifications
3. Prepare Land Descriptions and exhibits for easement and property acquisition documents
 - a. Coordinate with the City Land Agent and prepare any required document revisions
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)

5. Perform quality assurance review of the design documents
6. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction
7. Incorporate final design drawing revisions following any comments received from the City, regulatory agencies, or as required to address property/easement acquisition requirements

Task 3 – Advertising and Bidding Phase

1. Assist the City in advertising the project for bidding
2. Conduct a pre-bid conference with the Owner and prospective bidders
3. Prepare any necessary bidding addendums
4. Assist the City in receiving bids and preparing a certified bid tabulation
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract
6. Assist in the preparation of Contract Documents for execution between the City and Contractor

**Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 20, 2017 through August 18, 2018**

Engineer

Engineer VII	\$ 185 Per Hour
Engineer VI	\$ 165 Per Hour
Engineer V	\$ 155 Per Hour
Engineer IV	\$ 135 Per Hour
Engineer III	\$ 120 Per Hour
Engineer II	\$ 105 Per Hour
Engineer I	\$ 85 Per Hour

Engineering Technician

Designer II	\$ 100 Per Hour
Designer I	\$ 75 Per Hour
Technician IV	\$ 85 Per Hour
Technician III	\$ 75 Per Hour
Technician II	\$ 60 Per Hour
Technician I	\$ 55 Per Hour

Field Technician - Field Inspector

Inspector II	\$ 75 Per Hour
Inspector I	\$ 60 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
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Administrative

Business Manager	\$ 85 Per Hour
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Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$ 1,000
Testimony, per Day	\$ 2,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services

Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising

Travel:	Hotel and meals	Actual Cost
	Vehicle	\$0.535 per mile effective 1/1/17*

Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.10 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$ 10.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

* To be adjusted periodically to current IRS mileage rate

All Billings are due upon receipt unless prior arrangements for payment have been made.

City of Fayetteville, Arkansas
Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements
Hawkins-Weir Project No. 2017076
August 31, 2017

Task 1 - Preliminary Design Phase

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Participate in a project kickoff meeting with the Owner	4	4	4					2	14
2. Prepare a Preliminary Engineering Report	8		4	8					20
a) Evaluate elevated water storage tank design options			8	4				4	16
b) Evaluate water booster pump station design options		8	4	4				4	20
c) Evaluate tank mixing and DPB control systems for the Goshen and Benson tanks		4	4	8				4	20
d) Meet with City Staff to present the Preliminary Engineering Report	4		4					4	12
3. Manage title research for the proposed Benson tank site and the proposed water line route by our sub-consultant, Waco Title			2				4		6
4. Determine property ownership for Rights of Entry notification by the City of Fayetteville			2			2		2	6
5. Survey the existing Goshen tank site			2		24	4			30
a) Coordinate utility locates through ARKUPS						2			2
6. Survey the proposed Benson tank site			2		8	2			12
a) Coordinate utility locates through ARKUPS						2			2
7. Survey the proposed water line route			2		8	2			12
a) Coordinate utility locates through ARKUPS						2			2
8. Manage a geotechnical soils investigation of the proposed Benson tank site by our sub-consultant GTS, Inc.			4				4		8
9. Coordinate with CH2M regarding SCADA design		24	4					2	30
10. Prepare a base drawing			2				16	2	20
TOTAL HOURS =	16	40	48	24	40	16	24	24	232
									\$29,400

Task 2 - Final Design Phase

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Prepare final design drawings and construction details									
a) Prepare and submit a 50% design review set of drawings, including a 50% cost estimate	8	16	48	40			80		192
i. Participate in a 50% design review meeting with the Owner and prepare meeting minutes	4	4	4						12
b) Prepare and submit a pre-final design review set of drawings, technical specifications, and a pre-final cost estimate	8	16	40	40			24	24	152
i. Participate in a pre-final design review meeting with the Owner and prepare meeting minutes	4	4	4						12
c) Prepare and submit a final design set of drawings and construction details sealed by a Professional Engineer licensed in the State of Arkansas, including a final cost estimate		4	16	16			24		60
2. Prepare bid documents. The City will provide front end document templates. Format for specifications will be the City's Standard Specifications		4	16	16				8	44
3. Prepare Land Descriptions and exhibits for easement and property acquisition documents			4			4	8	4	20
a) Coordinate with City Land Agent and prepare any required document revisions			4			4	8		16
4. Prepare the Arkansas Department of Environmental Quality (ADEQ) storm water pollution prevention plan (SWPPP)			4				8		12
5. Perform quality assurance review of the design documents	16		16	8			8		48
6. Deliver one (1) reproducible full-size copy, two (2) half-size copies, and one (1) electronic copy of the plans and specifications to the City for their use and for reproduction			4					4	
7. Incorporate final design drawing revisions following any comments received from the City, regulatory agencies, or as required to address property/easement acquisition requirements	24		40	2		8		10	84
TOTAL HOURS =	64	48	200	122	0	16	160	50	652
									\$73,000

City of Fayetteville, Arkansas
Goshen Ground Water Storage Tank and Benson Pressure Plane Improvements
Hawkins-Weir Project No. 2017076
August 31, 2017

Task 3 - Advertising and Bidding Phase

	Engr VII	Engr V	Engr IV	Engr I	GPS Survey	Designer II	Tech III	Tech I	Total Hours
1. Assist the City in advertising the project for bidding	2		2						4
2. Conduct a pre-bid conference with the Owner and prospective bidders	2	2	2	4					10
3. Prepare any necessary bidding addendums	2	2	4	8			16	8	40
4. Assist the City in receiving bids and preparing a certified bid tabulation	2		4					2	8
5. Review bids and prepare a recommendation to the City for the award of a Construction Contract	2		4					2	8
6. Assist in the preparation of Contract Documents for execution between the City and Contractor	2		8					8	18
TOTAL HOURS =	12	4	24	12	0	0	16	20	88
									\$9,400

Reimbursable Expenses and Subconsultant Fees

Item	Description	Total
1. Outside Services - Title Research	Waco Title - 6 Parcels @ \$200/parcel - Deed of Record and Easement Research	\$1,200
2. Outside Services - Geotechnical Testing	GTS - Soils	\$6,000
3. Outside Service - Utility Locates	ARKUPS	\$1,000
4. Outside Service - Lead Paint Testing	Lead Based Paint Confirmation Testing	\$500
5. ADH Review Fee	Review of plans and specifications	\$500
6. ADEQ Stormwater Permit Fee	Stormwater Discharge Permit	\$300
7. Reproduction & Printing	Copies of plans and specifications	\$500
Total Estimated Reimbursables		\$10,000

ENGINEERING SERVICES SUMMARY

Task 1	Preliminary Design Phase	\$29,400
Task 2	Final Design Phase	\$73,000
Task 3	Advertising and Bidding Phase	\$9,400
	Reimbursable Expenses and Subconsultant Fees	\$10,000
	Total Engineering Fee - Not to Exceed	\$ 121,800



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0503

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 13

SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK ACROSS PART OF THE SOUTH PORTION OF THE GULLEY ROAD WATER TANK PROPERTY TO ALLOW A SECONDARY POINT OF ACCESS

WHEREAS, Scott Hancock owns property immediately south of the Gulley Road Water Tank property and has requested a second point of access from Gulley Road across the City's property; and

WHEREAS, the City already shares access to an existing drive with Ozarks Electric which owns a facility to the west of the water tank; and

WHEREAS, granting the easement will not interfere with current or future utility operations.

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 execute the access easement attached to this Resolution in favor of Scott Hancock for the purpose of granting permanent access across City-owned property from Gulley Road to the northeast corner of Scott Hancock's property.

City of Fayetteville Staff Review Form

2017-0503

Legistar File ID

10/3/2017

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

Tim Nyander

9/11/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK FOR ACCESS TO HIS PROPERTY LOCATED NEAR THE GULLEY ROAD WATER TOWER

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: September 12, 2017
SUBJECT: Access Easement for Scott Hancock near the Gulley Road Water Tank

RECOMMENDATION:

Staff recommends a resolution approving the conveyance of an access easement to Scott Hancock, a property owner in the City of Fayetteville, for access to his property located near Gulley Road near the City's water tank.

BACKGROUND:

The city-owned road to the Gulley Road water tank property runs along the north side of Scott Hancock's property. The road currently has a shared access with Ozarks Electric for a facility to the west.

DISCUSSION:

Scott Hancock has requested that the City of Fayetteville grant him an access easement so that he can have secondary access to his property. Jorgensen & Associates provided the drawings for the access easement on behalf of Scott Hancock (See Attachment).

BUDGET/STAFF IMPACT:

None.

Attachments:

Access Easement Deed
Jorgensen & Associates Drawing
Map of Area

ACCESS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the Scott Hancock, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement for ingress, egress and access purposes in, on, over, and across the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-nine (29) in Township Seventeen (17) of Range Twenty-nine (29) West, described as beginning at a point Twenty-four (24) rods (396 feet) North of the Southwest corner of said forty acre tract and running thence North Twenty-four (24) rods (396 feet); thence East Eighty (80) rods (1320 feet); thence South Twenty-four (24) rods (396 feet); thence West Eighty (80) rods (1320 feet) to the place of beginning, containing 12.0 acres, more or less, subject to easements and rights of way of record.

PERMANENT ACCESS EASEMENT DESCRIPTION:

Part of the Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-nine (29) in Township Seventeen (17) of Range Twenty-nine (29) West, described as beginning at a point Twenty-four 396 feet North and 830 feet East of the Southwest corner of said forty acre tract and running thence North 50 feet; thence East 490 feet; thence South 50 feet; thence West 490 feet to the point of beginning, containing 0.56 acres, more or less.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantees, their heirs, successors and assigns, for the uses and purposes hereinabove set forth.

The Grantor agrees not to erect any permanent buildings or structures in said access easement area.

The consideration first above recited as being paid to Grantors by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2017.

**City of Fayetteville, Arkansas,
A municipal corporation**

ATTEST:

By: _____
Lioneld Jordan, Mayor

Sondra Smith, City Clerk

[Seal]

ACKNOWLEDGMENT

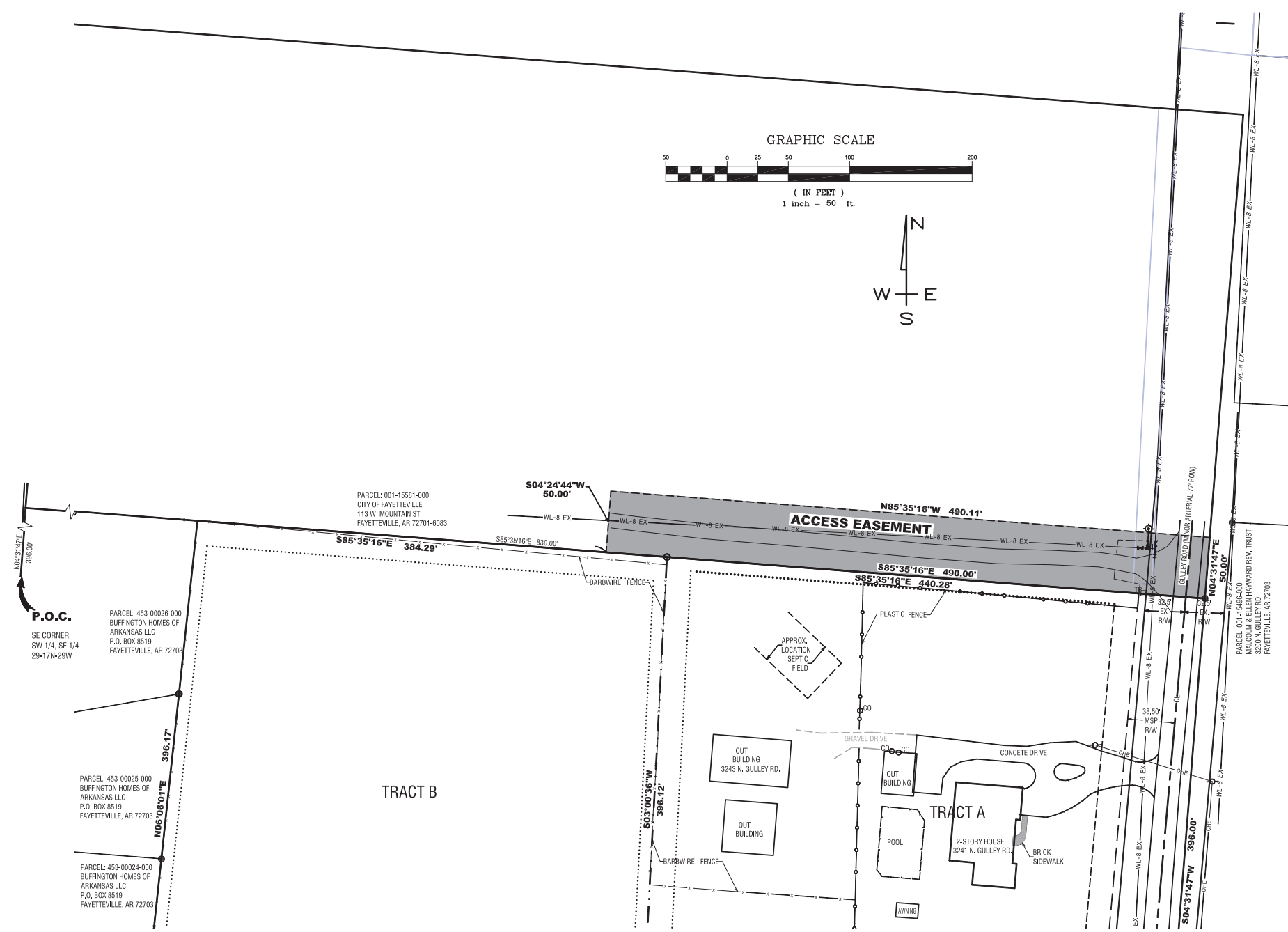
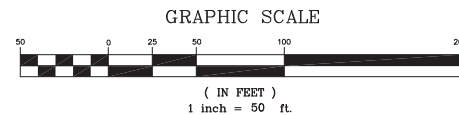
STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared **Lioneld Jordan** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 2017.

MY COMMISSION EXPIRES:

Notary Public



LEGEND

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> ✕ CALCULATED POINT ⊙ FOUND RAILROAD SPIKE ⊙ SET IRON PIN & CAP ⊙ CENTERLINE MARKER ⊙ SEWER MANHOLE ⊙ POWER POLE | <ul style="list-style-type: none"> — EXISTING 8" SEWER LINE — PROPOSED 8" SEWER LINE — BUILDING SETBACK — CENTERLINE STREET | <ul style="list-style-type: none"> — EXISTING WATERLINE — PROPOSED 8" WATER LINE — UTILITY EASEMENT |
|--|---|--|

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



PROJECT TITLE: ACCESS EASEMENT
for SCOTT HANCOCK
LOCATION: FAYETTEVILLE, AR

DRAWN BY: PMM
SHEET SCALE: 1"=50'
DATE: 7-7-17
PROJECT FILE: ZLOTS/2016034/HANCOCK.DWG





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0505

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 14

GARDEN DISTRICT TOWNHOMES, LLC:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9th STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE WITH THE TOTAL COST TO GARDEN DISTRICT TOWNHOMES NOT TO EXCEED \$5,611.14

WHEREAS, Garden District Townhomes, LLC will be developing property located at the corner of 9th Street and South Washington Avenue and has requested that the City share in the cost of constructing an 8-inch sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue, a distance of approximately 130 feet; and

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

WHEREAS, § 51.113 of the Fayetteville City Code provides that “the City shall pay the excess material cost of facilities of a size larger than required to serve subdivisions when such excess size is specified and required by the Water and Wastewater Director for the general benefit of the sewerage system.”

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a cost share agreement with Garden District Townhomes, LLC for construction of a sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue, with the total cost to Garden District Townhomes, LLC not to exceed \$5,611.14.

City of Fayetteville Staff Review Form

2017-0505

Legistar File ID

10/3/2017

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

Tim Nyander

9/12/2017

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH A TOTAL ESTIMATED COST OF \$5,611.14 INCLUDING A 20% PROJECT CONTINGENCY

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 \$ 227,873.15

Current Balance \$ 1,002,357.85

Does item have a cost? Yes

Item Cost \$ 5,611.14

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 996,746.71

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

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

FROM: Tim Nyander, Utilities Director

DATE: September 12, 2017

SUBJECT: **Cost Share Agreement with Garden District Townhomes, LLC for Construction of a Sewer Line on 9th Street**

RECOMMENDATION:

Staff recommends approval of a cost share agreement between the City of Fayetteville and Garden District Townhomes, LLC to share the costs of constructing a 130 ft. sewer line on 9th Street, between South College Avenue and South Washington Avenue in the not-to-exceed amount of \$4,675.95, and approval of a project contingency in the amount of \$935.19 for a total cost of \$5,611.14.

BACKGROUND:

On September 5, 2017, City Council approved Ordinance 5995 for the City to share in the costs of building a waterline on 9th Street with Garden District Townhomes, LLC. This water portion of the cost share is being performed by a contractor so that item included a bid waiver ordinance.

DISCUSSION:

Garden District Townhomes, LLC has requested that the City share in the cost of constructing an 8-inch sewer line along a portion of 9th Street between South College Avenue and South Washington, a distance of approximately 130 feet. The sewer portion of the cost share will be done in-house by City of Fayetteville sewer crews. The City of Fayetteville will furnish the labor, materials and equipment for the sewer main installation, and Garden District Townhomes, LLC will pay no more than \$5,611.14 (includes 20% contingency). The City of Fayetteville will bear any costs beyond that amount.

Installing this approximately 130-foot segment of 8-inch sewer main will allow Garden District Townhomes, LLC to develop the property, and also allow for ample future capacity.

BUDGET/STAFF IMPACT:

Funds for the City's portion are available in the Water/Sewer Impact Fee Cost Sharing Project.

Attachments:

Cost Share Agreement

Map of Area

Ordinance 5995

CONTRACTUAL AGREEMENT FOR
COST SHARE OF SEWER MAIN INSTALLATION COSTS

This Agreement, made and entered into on this 3rd day of October 2017, by and between the City of Fayetteville, Arkansas ("City") and Garden District Townhomes, LLC., witnesseth:

WHEREAS, Garden District Townhomes, LLC received approval by the City's Planning Department on April 11, 2016, for lot splits at the corner of 9th Street and South Washington Avenue; and

WHEREAS, Garden District Townhomes, LLC has requested that the City construct and share in the cost of constructing an 8-inch sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue, a distance of approximately 130 feet, to facilitate the lot splits and increase population density.

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

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

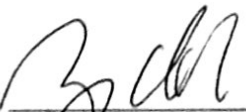
NOW, THEREFORE, the City of Fayetteville, Arkansas and Garden District Townhomes, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Furnish the labor, materials, and equipment to install approximately 130 linear feet of 8-inch sewer main on 9th Street between South College Avenue and South Washington Avenue.
 - B. Bear any costs associated with the sewer main installation that exceed the amount Garden District Townhomes, LLC agrees to pay below.
2. Garden District Townhomes, LLC. agrees to:
 - A. Reimburse the City for the materials cost of the sewer main installation up to a maximum-not-to-exceed amount of **\$4,675.95** plus a 20% contingency of **\$935.19**, for a total cost of **\$5,611.14** which represents the cost estimated by the City of Fayetteville.

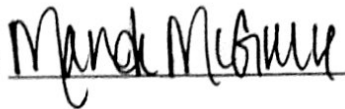
B. Make payment to the City of Fayetteville within thirty (30) days after receipt of a valid invoice.

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

**GARDEN DISTRICT
TOWNHOMES, LLC**

By: 
ZARA NIEDERMAN,
Managing Member

ATTEST:

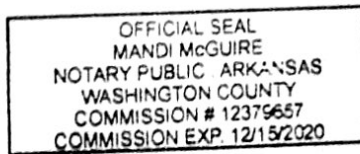
By: 

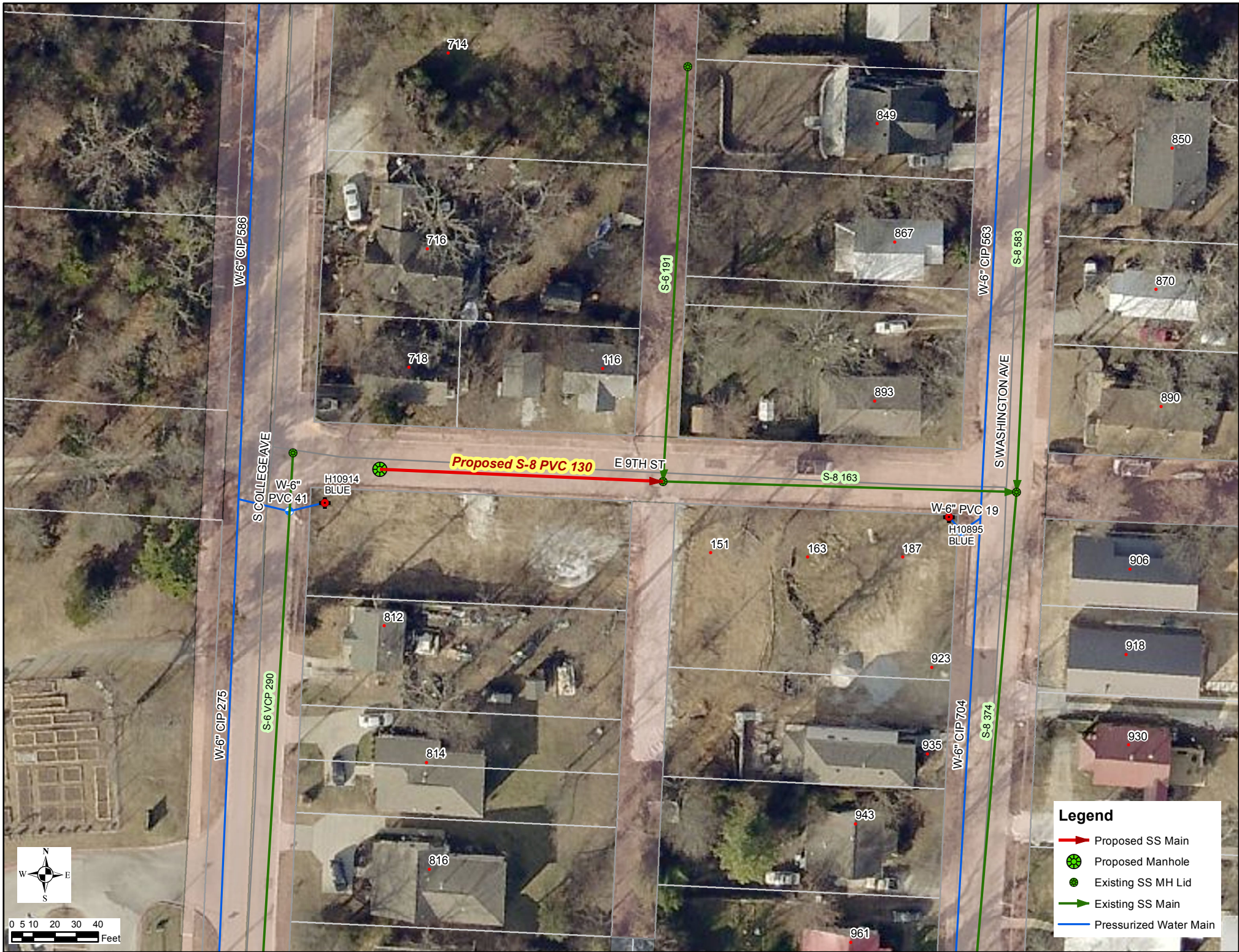
**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk







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

Ordinance: 5995

File Number: 2017-0461

GARDEN DISTRICT TOWNHOMES, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR THE INSTALLATION OF WATER MAIN ALONG A PORTION OF 9TH STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$16,327.50, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$1,632.75

WHEREAS, Garden District Townhomes, LLC will be developing property located at the corner of 9th Street and South Washington Avenue and has requested that the City share in the cost of constructing a 6-inch sewer main along a portion of 9th Street between South College Avenue and South Washington Avenue, a distance of approximately 340 feet; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it will upgrade infrastructure in the core of the City, improve service and fire protection for residents and business in the area, allow for 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 provide for ample future capacity which will facilitate future development; and

WHEREAS, § 51.112 of the Fayetteville City Code provides that “the City shall pay the excess material cost of facilities of a size larger than required to service subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system”; and

WHEREAS, waiving formal competitive bidding will save time and cost by utilizing the developer’s contractor who will be on-site installing the line for the developer’s project.

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 Garden District Townhomes, LLC for the installation of a 6-inch water main along a portion of 9th Street between South College Avenue and South Washington Street with the estimated amount to be paid by the City of Fayetteville not to exceed \$16,327.50, and further approves a project contingency in the amount of \$1,632.75.

PASSED and APPROVED on 9/5/2017

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: 2017-0483

Agenda Date: 10/3/2017

Version: 1

Status: Tabled

In Control: City Council Meeting

File Type: Resolution

Agenda Number: B. 1

APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

WHEREAS, the Fayetteville Planning Commission approved LSD 17-5775 for Morgan Manor Apartments on August 14, 2017; and

WHEREAS, City Council Member Sarah Marsh timely appealed this approval by her letter to City Clerk Sondra Smith on August 28, 2017.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the Large Scale Development 17-5775 sought by the Fayetteville Housing Authority for Morgan Manor Apartments is denied as in violation of § 166.02 (C)(2)(a) of the Unified Development Code as explained by the City Council in its meeting.

August 28, 2017
City Clerk Sondra Smith
City Administration Building
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of the approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563).

Dear Sondra:

I appeal the Planning Commission's approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). I am appealing because this development might be in violation of § 166.02 (C)(2)(a).

I am making this appeal at the request of citizen, Melissa Terry, 701 S Wood Ave, Fayetteville, AR 72701.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sarah Marsh', with a long horizontal flourish extending to the right.

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

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

FROM: **Kit Williams**, City Attorney

DATE: **August 29, 2017**

RE: **City Council Member Appeal of Planning Commission's Approval
of Morgan Manor Large Scale Development**

On August 14, 2017, after substantial public comment in this and previous meetings, the Planning Commission approved the Large Scale Development proposed by the Fayetteville Housing Authority relating to Morgan Manor. City Council Member Sarah Marsh appealed this decision on behalf of Fayetteville resident Melissa Terry on August 28, 2017.

When a Large Scale Development is appealed to the City Council, the City Council Members are in the exact position as Planning Commissioners. The decision to grant or deny a Large Scale Development is an administrative decision. It is not a legislative decision in which City Council Members have some discretion and will be accorded deference by the Courts. Rather the City Council (like the Planning Commission) can only determine whether the Large Scale Development meets the minimum standards imposed by the Unified Development Code. I must give you the identical legal advice I provided to the Planning Commission in my August 4, 2017 memo:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commission

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 4, 2017**

RE: **Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name				
Date	8/1/17	8/1/17	8/1/17	
Yellow cc	Yellow	White	Blue	Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake F. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in dark ink, appearing to read 'Kit Williams', written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 19, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

DATE: August 31, 2017

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

The Planning Commission approved this proposed development as recommended by staff at the August 14th, 2017 Planning Commission meeting. Sarah Marsh has appealed this decision to City Council on behalf of a citizen.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General.

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Public Comments: There has been a large volume of comment both for and against the proposed development. Public comment presented during the public meetings may be found in the meeting minutes (see Planning Commission minutes), with written comments attached to the Planning Commission staff report.

DISCUSSION:

At the June 12th, 2017 Planning Commission, discussion centered around the low-income status of the existing neighborhood and proposed new residents, traffic and pedestrian safety, and residential design standards. After a significant amount of public comment and discussion by the Planning Commission, the project was tabled by a vote of 7-0-0. The project was then tabled three more times in order to allow the City Attorney's office time to ensure the project did not violate

United States Department of Housing and Urban Development (HUD) regulations. The City Attorney confirmed that the project did not violate HUD regulations (see attached memo in the Planning Commission staff report). At the August 14th, 2017 Planning Commission, discussion centered on design standards and street improvements with the project ultimately receiving approval by a vote of 5-2-2 (Commissioners Hoffman and Quinlan voted 'no'; Commissioners Belden and Niederman abstained). The project was approved with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*
2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*
3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*
4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.
8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.
20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions

- e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.

Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Application
- Planning Commission minutes for:
 - o June 12th, 2017
 - o June 26th, 2017
 - o July 10th, 2017
 - o July 24th, 2017
 - o August 14th, 2017
- Planning Commission Staff Report

CITY OF FAYETTEVILLE, ARKANSAS
LARGE SCALE DEVELOPMENT

FOR STAFF USE ONLY	<table style="width: 100%;"><tr><td style="width: 50%;">LSD FEE:</td><td>\$200.00 - \$800.00</td></tr><tr><td>Sign FEE:</td><td>\$5.00 per sign</td></tr><tr><td>Tech Plat Resubmittal FEE:</td><td>\$200/resubmittal</td></tr><tr><td>Tree Preservation FEE:</td><td>\$120.00</td></tr></table>	LSD FEE:	\$200.00 - \$800.00	Sign FEE:	\$5.00 per sign	Tech Plat Resubmittal FEE:	\$200/resubmittal	Tree Preservation FEE:	\$120.00
LSD FEE:	\$200.00 - \$800.00								
Sign FEE:	\$5.00 per sign								
Tech Plat Resubmittal FEE:	\$200/resubmittal								
Tree Preservation FEE:	\$120.00								
Date Application Submitted:									
Date Accepted as Complete:	S-T-R:								
Project Number:	PP#:								
Public Hearing Date:	Zone:								

Please fill out this form completely, supplying all necessary information and documentation to support your request. **Your application will not be placed on the Planning Commission agenda until this information is furnished.**

APPLICATION:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Fayetteville Housing Authority

E-mail: fhousing@fayettevillehousingauthority.org

Address: #1 North School Ave
Fayetteville, AR 72701

Phone: (479) 521-3850

Fax: (479) 442-6771

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

Name: Blew & Associates, PA

E-mail: engineers@blewinc.com

Address: 108 Crossover Ave, Ste B
Lowell, AR 72745

Phone: (479) 443-4506

Fax: (479) 582-1883

Site Address / Location: 324 East 12th Place

Current Zoning District: DG - Downtown General

Date of Preliminary Plat: 1981-09-16

Assessor's Parcel Number(s) for property: 765-15141-000

Total Acreage: 9.62 ac Number of Lots: N/A Number of Dwelling Units: 35 Ex./58 Prop.

FINANCIAL INTERESTS

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

Fayetteville Housing Authority

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Jacob Rennick Date: 3/25/17

Signature: J. C. Rennick

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 her/his behalf.)

Name (printed): Deniece Smiley Address: #1 N. School Avenue, Fayetteville, AR
72701

Signature: Deniece Smiley

Date: 3-27-2017 Phone: (479) 521-3850

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____

LSD Checklist:

Attach the following items to this application:

(1)	Payment in full of applicable fees for processing the application:	
	LSD	
	Non-Residential	
	Non-residential (5000 square feet or less)	\$400.00
	Non-residential (More than 5000 square feet)	\$800.00
	Residential	
	Residential (10 residential units or less)	\$200.00
	Residential (25 residential units or less)	\$400.00
	Residential (More than 25 residential units)	\$800.00
	Technical Plat Resubmittal (tabled items only)	\$200.00 per
	Tree Preservation	\$120.00
	Public Notification Sign Fee (per sign)	\$5.00

- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal. Variances from requirements of the Unified Development Code will be reviewed and processed in accordance with the procedures set forth therein. Please indicate in the letter to staff if any variances are sought and if so, justification for the request. Most variances require a Planning Commission decision.
- (3) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.
- (4) A copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements (residential projects only).



Planning Commission Meeting

June 12, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Matthew Hoffman

In Attendance:

Members: Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden

Absent: Ron Autry, and Matt Johnson

City Staff: Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely, Engineer; John Scott, Urban Forester; Lee Porter, Urban Forester.

City Attorney: Blake Pennington, Asst. Attorney

Consent Agenda:

1. Approval of the minutes from the May 22, 2017 meeting.

2. **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):** Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-0.** **Commissioner Quinlan was not present.**

9. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Harry Davis, Planner: Read the staff report.

Blake Pennington, Assistant City Attorney: Asks **Hoffman** if they can speak before public comment.

Matthew Hoffman, Commission Acting-Chair: Answers after the applicant.

Jorge Du Quesne, Engineer: Explains what is included with this project, why they are proposing the project, and what they have done to include public comment and staff or commission concerns from Subdivision Committee.

Pennington: Goes into detail as to what the Planning Commission can and cannot review or take into account with a proposed development per state law and court precedent.

Public Comment:

Whitney Carr, Citizen: Gives detail about the property and their concern over a congested site with more people moving down to Morgan Manor and incompatibility between low-rise and higher-rise buildings. The concern also includes putting more low-income people in a concentrated area in moving people from Willow Heights to Morgan Manor, including some issues with public notification.

Lee Wolfe, Citizen: Produces concerns over increased traffic and includes information about how current and nearby residents are not in support of the proposed development.

John Coleman, Citizen: Begins with stating that there is an issue with not being able to consider the social impact of this development before the Planning Commission. In concentrating lower-income people in once place, there are huge issues with this method of housing with impacts on quality of life.

Shaundra Hinton, Citizen: Explains that there were some issues with getting input from the neighborhood, where there was no way for people to get involved before it came before the city for development entitlement, where it is undoubtedly going to be approved. They hope there is some way that the Commission will be able to listen to the concerns of residents in the area.

Allison Williams, Citizen: Gives detailed information about the quality of life in concentrated areas of low-income people and families. They also include information about how the development of this project did not adequately include and address concerns of nearby citizens.

Renee Dawes: Provides information about the people that live in Morgan Manor and the area. They state that the Fayetteville Housing Authority is setting a double standard in terms of what they provide to the residents of Fayetteville and housing projects. They ask the Commission if they could buy time for more public input.

Bill Reagan, Citizen: States that the Fayetteville Housing Authority should have done a better job in finding a solution.

Margaret Cartwell, Citizen: Finds the plan to be disturbing in terms of concentrating poverty in one place within South Fayetteville.

Melissa Terry, Citizen: States they were concerned with the lack of public input included in the plan by the Fayetteville Housing Authority. They pose that the issue of affordable housing discrimination throughout Fayetteville is included in how this plan concentrates low-income people into one place. Data was not presented to the public about fixing Willow Heights instead of selling the land. The plan for Morgan Manor is in direct association to evicted residents from Willow Heights, so this should be included with this discussion. Terry then gives information on their data collection and the results of this data, which is that none of the current residents want to move or lose access to their current resources.

Andrew Meineke, Citizen: Believes that poverty is not a lack of resources, but a lack of personal dignity. There is an issue with giving people carpet and saying that they are providing a resource.

Mike Henry, Chairman of Fayetteville Housing Authority (FHA): Explains in detail the multi-year long process in why Willow Heights is unable to be salvaged and the process moving from Willow Heights to Morgan Manor, including the public process the FHA went through. They ask that the Commission approve this project.

Ericka Wolfheit, Citizen: Asks that the Commission not approve this development, based on the area being a food desert. The neighborhood is not ready for this development.

No more public comment was presented.

Hoffman: Asks Pennington what possible outcomes may result as a consequence of not approving this development.

Pennington: Explains possible outcomes.

Hoffman: States that this plan has issues attributed to concentrating poverty in one area.

Allison Quinlan, Commissioner and Pennington engage in questions about determining governmental status of Fayetteville Housing Authority.

Quinlan and Henry engage in discussion around determining extent and process of the FHA.

Pennington: States that the FHA is closer to being a State agency.

Quinlan: Asks if no other body gives oversight to the FHA.

Pennington: Answers yes.

Leslie Belden, Commissioner: States that their education included identifying the same issues that had befallen projects like Pruitt-Igoe in St. Louis. Although the FHA has limited resources, Fayetteville should do better for the people of Willow Heights and Morgan Manor.

Tom Brown, Commissioner: Echoes some of the same comments from Belden. They state there must be a better way and to give these public comments to a board with authority to change things. The FHA should come up with a more sensitive plan.

Quinlan: Asks Pennington if any more information has been found.

Pennington: Gives more information that the FHA is like a smaller City Council.

Quinlan: Poses to the FHA that there should be more thought put into a solution and there are resources in Fayetteville that can help. Quinlan gives some historical information about Pruitt-Igoe for the room and public and the benefits of mixed-income neighborhoods. They ask for a tabling of the project.

Pennington: Explains again that the Commission must table or deny a project in order to fix development concerns, and that for any other reason would be improper for the Commission.

Belden: Asks Pennington to state the reasons again.

Pennington: States the reasons.

Zara Neiderman, Commissioner: States they would be in favor of tabling the project. They do acknowledge that more development in Walker Park is a real eventuality, but the concentration of people in poverty is a huge issue for the development. Neiderman slides into talking about the general area and connecting it to the development, where more resources could be integrated into the proposal.

Brown: Asks staff some questions about the project and its relation to nearby properties.

Davis: Answers.

Pennington: States that compatibility cannot be included in a large scale development.

Hoffman: Dives into the architectural design of the large buildings and how there are better typologies. Asks staff about the determination in how these meet code.

Davis: Answers and then refers to the architect.

Bill Weedhower, Architect: Answers.

Hoffman: Asks staff about parking for this development.

Weedhower: Answers.

Hoffman: States concerns about pedestrian activity as a result of this development and the lack of nearby resources, activities, and more. There are some issues the must be ironed out and they would like to table the project. Asks Pennington what the issue might be in tabling the project versus denying the project.

Pennington: Answers that tabling the project would be denying the applicant a way to appeal.

Hoffman: Believes that the City Council should look at this project and get more comment on the issues. Asks the applicant if they would be ok with tabling the project.

Du Quesne: Answers yes.

Belden: Asks Pennington about outcomes for this project.

Pennington: Answers.

Quinlan: Asks if dangerous pedestrian situations count as dangerous traffic situations.

Pennington: answers that the Planning Director would be better able to address that question.

Quinlan: States that there is no way that someone could walk to Downtown on sidewalks and that the safety issues between the project and Downtown or other places is a reason to consider dangerous traffic situations. Asks Pennington if that is a suitable cause to table.

Pennington: Defers to the Planning Director.

Niederman: Would rather this go to City Council.

Motion:

Commissioner Quinlan made a motion to **table LSD 17-5775**. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**



Planning Commission Meeting

June 26, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 12, 2017 meeting.

2. VAR 17-5849: Variance (1679 & 1673 S. COOPERS COVE/LOTS 31 & 32 CRESCENT LAKE SD, 607): Submitted by BATES & ASSOCIATES, INC. for properties located at 1679 & 1673 S. COOPERS COVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.63 acres. The request is for a variance to the Streamside Protection Ordinance.

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment were presented.

Motion:

Commissioner Johnson made a motion to **table LSD 17-5775** until next Planning Commission meeting. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 10, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden. (Matt Johnson arrived after the consent agenda.)

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; and Corey Granderson, Engineering.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 26, 2017 meeting.

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

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**

4. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment was provided.

Kit Williams, City Attorney: Provided an update of the meeting details with the Fayetteville Housing Authority, what was said during the meeting, and the outcome that **Williams** is seeking an answer from the Housing and Urban Development office in Little Rock.

Motion:

Commissioner Brown made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 24, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: None.

City Staff: Andrew Garner, Planning Director; Quin Thompson, Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Jeremy Ashley, Fire Department.

City Attorney: Blake Pennington

Consent Agenda:

1. Approval of the minutes from the July 10, 2017 meeting.

2. 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.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: States that the City Attorney's office and the office of Senator Boozeman have sent inquiries to Arkansas' local Housing and Urban Development office. As of now, there is no new information for the Planning Commission.

Motion:

Commissioner Belden made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**



Planning Commission Meeting

August 14, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Ryan Noble, Tom Brown, and Matt Johnson

Absent: Leslie Belden and Sloan Scroggin arrived after roll call. Matthew Hoffman arrived after the consent agenda.

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Brian Sloat, Fire Department.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the July 24, 2017 meeting.

2. LSD 17-5880: Large Scale Development (EAST OF INDUSTRIAL DR./AR-CANNA, 642): Submitted by EARTHPLAN DESIGN ALTERNATIVES, INC. for property located EAST OF INDUSTRIAL DR. The property is zoned I-2, GENERAL INDUSTRIAL and contains approximately 5.08 acres. The request is for a medical marijuana cultivation facility consisting of 72,813 square feet with associated parking.

Motion:

Commissioner Neiderman made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-1.** **Commissioner Quinlan abstained.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: Gives a short summary at the beginning with everything that has happened recently to the proposed project, including what can and cannot be considered by the Planning Commission.

Harry Davis, Planner: Read the staff report.

Jorge Du Quesne, Project Engineer: States they have members of the FHA and residents of each housing complex at this meeting to give public comment.

Public Comment:

William Reagan, Neighbor: Begins by naming several developments nearby that are affordable housing projects or house low-income residents. **Reagan** states that Mayor Jordan withdrew support from this project and that there are many people moving to Fayetteville in the near and far future. The proposed development will not be good for Fayetteville and for South Fayetteville and wishes that the PC could deny a development based on several reasons enumerated by **Reagan**. They argue that the FHA are poor stewards of their land and properties and failed in explaining why it would be better to develop new land rather than fix current properties.

Nelly Ashley, Resident of Willow Heights: States they are in support of the proposal, as it will be a new property that will not have the same problems as the current Willow Heights complex. The cost of renovating versus new construction actually works for the new development versus fixing Willow Heights. Ashley cannot speak to the land sale, but is happy with how they and other residents will have a better place to live and help to move there via the FHA. Accessibility for disabled residents and visitors will be improved with this proposed development.

Pamela Wanz, Resident of Willow Heights: Believes that moving will be good for their family and for extended family members trying to visit them.

Mike Emery, Chairman of Fayetteville Housing Authority: Reads off the petition in favor of the new development with only those that are residents of Willow Heights and Morgan Manor. Emery reads off some reasons that are positive coming out of the land sale and new development addressing crime, schools, proximity to amenities, and facilities.

No more public comment was presented.

Allison Quinlan, Commissioner: Thanks the City Attorney and residents for their help on this proposal. Quinlan believes that above all other street improvements, extending Wood Street down to 15th is a more important improvement and gives reasons for the idea.

Matthew Hoffman, Commissioner: Echoes Quinlan's comments. Asks Andrew Garner for information on storm water and drainage for this location and in the immediate proximity.

Andrew Garner, City Planning Director: Explains why it is an issue to swap out street improvements along an existing road in favor of building a road down to 15th. Refers to Engineering for more information.

Corey Granderson, City Engineer: Goes into detail about drainage improvements and what would be helped with the new improvements.

Hoffman: Specifically asks about the feasibility of lowering standards for improvements along the street for this development.

Granderson: Answers that it would be something that the Planning Commission is supposed to make a determination on street improvements.

Hoffman: Asks about the design standards for the buildings along Wood and how they meet the unified development code.

Davis: Answers.

Hoffman: Understands staff's determination, but personally does not believe that the proposed elevations meet standards.

Zara Neiderman, Commissioner: Discusses how this proposal might create traffic problems for cars and pedestrians and supports that view with the Walker Park Neighborhood Plan guidelines and goals. Neiderman concludes that the project is not safe moving forward.

Leslie Belden, Commissioner: Thanks everyone for all of their input on this project and echoes a few fellow Commissioners. Belden concludes that this project is difficult to vote on.

Hoffman: Asks Kit Williams if it is possible that the proposal can get before City Council.

Kit Williams, City Attorney: Answers yes, and states that sidewalks are the most constitutionally appropriate thing to ask for as a street improvement along the project's frontage on Wood.

Hoffman: Understands their position within the larger umbrella of government.

Quinlan: Asks Du Quesne information on the cost-share request for street improvements.

Quinlan continues that full connectivity to this location is going to be a drastic improvement to this area.

Du Quesne: Answers approximately 300,000 dollars, where over half go towards box culverts and drainage improvements.

Quinlan: Asks about the drainage problems and improvements.

Du Quesne: Answers in detail using a site plan and explaining street improvements.

Quinlan: Asks about parking requirements.

Garner and Du Quesne answers.

Bill Wiedower: Explains the requirements for tax credits in regards to parking.

Quinlan and Du Quesne resume talking about drainage improvements.

Quinlan: Asks if on-street parking was to be removed, if the saved area could be used for drainage.

Du Quesne: Answers that it would take many variances.

Wiedower: Explains further about water movement.

Quinlan and Du Quesne dive into details about street improvements.

Quinlan: Thanks staff and the applicants for their help with questions. Quinlan sees that the city could get a huge benefit from cost-sharing on street improvements for this location and to deal with flooding and drainage. They recommend new sidewalks and widening be done to the opposite side of the street and use a channel for drainage along the project's frontage.

Williams: Clarifies for the Commission that the cost-share proposal has not been accepted yet and that the reason for the proposal is for a private venture rather than public benefit. The final consideration is up to City Council, but generally cautions against assuming acceptance.

Wiedower: Asks about the discrepancy between the 300,000 dollar upgrades already accounted for in the budget and the increased improvements asked today during the current meeting. They ask to go forward with what is recommended in the report.

Sloan Scroggin, Commissioner: Asks if the applicant will go forward with or without the cost-share.

Wiedower: Answers they will go forward either way, but cautions against saying that the drainage problem is only related to the subject property.

Quinlan: Cites unified development code about off-site improvements and that the Commission deals with that piece of code.

Autry: Believes that this is a difficult proposal to vote on, but the appeals by residents have hit home for them and that this could be a positive change for the current residents of Willow Heights.

Tom Brown, Commissioner: States they will be in support of this proposal and would like to see a connection to 15th be constructed alongside the development.

Hoffman, Davis, and Garner engage in a rapid discussion about design standards for the accessory office and community building.

Hoffman: Believes that the community building's façade does not meet the intent of Fayetteville's design code.

Brown: Asks Hoffman for more information about what they would like to see, specifically, and how the façade could be changed and asks the applicant team about changing the façade.

Wiedower: Explains the elevations and the elements of the building and how they have changed.

Williams: Asks if the applicant can provide those changes to the Commission.

Wiedower: Answers yes.

Garner: States that the best way to classify the structure is under an ancillary structure under the Urban Residential Design Standards.

Hoffman: States that this could better fit under office standards for building code.

Williams: Clarifies to the Commission that it is the Planning department that interprets code and in some cases where ambiguity is found, the city is charged to find it in favor of the applicant or property owner.

Williams: Cautions against asking for street improvements that are above and beyond the rough proportionality and rational nexus tests.

Davis: Answers information about the inadequate right-of-way with of an unbuilt Wood from the existing street to 15th.

Quinlan: Asks if staff's recommendation on street improvements is defensible.

Williams: Answers yes, and that the improvements to drainage are really only affect the property owner and not a street improvement per se.

Quinlan: Breaks down the recommended list of improvements and asks for a breakdown as to why they fit within the rational nexus.

Williams: Obliges and breaks down the improvements and tests the rational reasons for recommended them. Building a 700 foot or longer street down to 15th does not fit within this test.

Quinlan: Reads several parts of code that are related to street improvements within the city and attempts to apply them to the northern part of Wood near to the development.

Brown: Asks if the Commission will still vote on the matter tonight. Brown defaults to the work of the City Attorney and staff in determining what is required for the proposed development.

Belden: Asks if it is possible to take money in-lieu of street improvements.

Garner: Answers yes, but it has historically and widely been used for traffic lights. The money would need to be spent within 5 years of receiving the money.

Brown: Asks if the new façade might be seen by passing around Wiedower's laptop.

Garner: Answers yes.

Hoffman: States again their stance on the Urban Residential Design Standards not being met with the proposed buildings.

Motion #1:

Commissioner Quinlan made a motion to **approve modified street improvements from the staff recommendation including a requirement to extend Wood Ave. south to connect to 15th street, and reducing other recommended on-site improvements.** **Commissioner Hoffman** seconded the motion. **Upon roll call the motion failed with a vote of 2-6-1.** **Commissioners Johnson, Belden, Brown, Noble, Scroggin, and Autry** voted 'no'. **Commissioner Niederman** abstained.

Motion #2:

Commissioner Brown made a motion to **approve condition #1 'Street Improvements' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0.** **Commissioners Quinlan and Niederman** voted 'no'.

Motion #3:

Commissioner Brown made a motion to **approve condition #3 'parkland dedication' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-1.** **Commissioner Niederman** abstained.

Motion #4:

Commissioner Johnson made a motion to **approve conditions #4-#9** as recommended by staff. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-1. Commissioner Hoffman voted 'no'. Commissioner Niederman abstained.**

Motion #5:

Commissioner Brown made a motion to **approve the overall project as recommended by staff, including compliance with Urban Residential Design Standards, Condition #2, and all other conditions.** **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 5-2-2. Commissioners Quinlan and Hoffman voted 'no'. Commissioners Belden and Niederman abstained.**



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner
Corey Granderson, Staff Engineer
Lee Porter, Urban Forester

MEETING: 8/14/17 **Updated with PC results**

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

Staff recommends approval of **LSD 17-5775** with conditions.

MEETING OF AUGUST 14th, 2017:

At the Planning Commission meeting on July 24th, 2017, this item was tabled. The City Attorney's office has completed their review of the proposal and has found the development to be compliant with local, state, and federal regulations (see attached memo dated 8/4/17). Staff is still recommending in favor of the development.

MEETING OF JULY 24th, 2017:

At the Planning Commission meeting on July 10th, 2017, this item was tabled. This project has not changed in the interim.

MEETING OF JULY 10th, 2017:

At the Planning Commission meeting on June 26th, 2017, this item was tabled. This project has not changed in the interim, aside from additional public comment and the inclusion of Park's fees per the direction of the City Attorney in the attached memo. The City Attorney met with representatives from the Fayetteville Housing Authority on June 29th and is seeking more information from the Department of Housing and Urban Development before rendering legal opinion applicable to the Commission's determinations.

MEETING OF JUNE 26th, 2017:

At the Planning Commission meeting on June 12th, 2017, this item was tabled. This project has not changed in the interim, but staff has received and attached additional public comment. Staff is still recommending approval of the project based on the development meeting all applicable city code at this stage of development. In response to the Planning Commission's discussion at the June 12th meeting, staff finds that project the will not create or compound a dangerous traffic

condition pursuant to UDC 166.02(C). If the Planning Commission determines that a project will create an unsafe pedestrian condition, on- or off-site improvements such as sidewalks or crosswalks may be required in accordance with the rational nexus and rough proportionality tests of 166.04(A)(3). The applicant is currently proposing to widen Wood Avenue and construct new sidewalks for a length of approximately 650 linear feet. Staff does not recommend additional improvements other than what is currently proposed.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General and the surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Wood Avenue Head Start Pre-school; Future Willow Bend Subdivision	RSF-18, Residential Single-family, 18 Units per Acre; NC, Neighborhood Conservation
South	Agriculture	DG, Downtown General
East	Single-family Residential; Nantucket Apartments	DG, Downtown General
West	Single-family Residential; Multi-family Residential	NC, Neighborhood Conservation

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Right-of-Way to be Dedicated: The internal streets are private drives. Right-of-way dedication along Wood Avenue is required 29.5-feet from road centerline.

Street Improvements: Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for two drive lanes, a 7-foot parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage. The applicant has elected to put in on-street parking to serve the proposed development.

Block Length/Connectivity: The subject development will be accessed from either Wood Ave, 12th Street, or 13th Street. Connectivity is proposed by way of connections from each of the above streets throughout the property.

Water and Sewer System: The subject property has access to water and sewer, which will need to be extended to more of the property with this development.

Tree Preservation:

Canopy minimum requirement: 10%

Existing canopy: 7.2%

Preserved canopy: 6.4%

Mitigation required: 2,413 Sq. Ft. (11 two-inch caliper trees, planted on site and \$675 paid via tree escrow)

Parks: This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.

Public Comment: During the Subdivision Committee meeting on June 1st, 2017, members of the public spoke with concerns over car and pedestrian access to the site, traffic associated with an increased number of units, visibility and safety with large buildings, losing green space, high-density development, and low-income or unemployed residents living in Morgan Manor.

RECOMMENDATION: Staff recommends approval of LSD 17-5775 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*

PC determined in favor of this condition as recommended by staff.

4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.

8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits
 - An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - Project Disk with all final revisions
 - One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☒ Approved ☐ Tabled ☐ Denied

Meeting Date: August 14, 2017

Motion:

Second: See motions on next page

Vote:

BUDGET/STAFF IMPACT:

None

Attachments:

- City Attorney's memo – 08/04/17*
- City Attorney's memo – 06/22/17*
- Fire Department comments
- City Engineering Division comments
- Urban Forestry comments
- Park's Department comments*
- E911 Addressing comments
- Applicant's letter
- Site Plan
- Elevations
- Public comment*
- One Mile Map

- Close up Map
- Current Land Use Map

*Underlined items indicate added information from previous reports

Motion: Quinlan Second: Hoffman Vote: 2-6-1	Motion 1: to approve a modified street improvement recommendation that included extending Wood Ave to 15th St and reduced on-site improvements Motion fails; Johnson, Belden, Brown, Noble, Scroggin, Autry dissenting; Niederman abstained
Motion: Brown Second: Noble Vote: 7-2-0	Motion 2: to approve condition 1 as recommended by staff Motion passes; Quinlan and Niederman dissenting
Motion: Brown Second: Noble Vote: 8-0-1	Motion 3: to approve condition 3 as recommended by staff Motion passes; Niederman abstained
Motion: Johnson Second: Noble Vote: 7-1-1	Motion 4: to approve conditions 4 thru 9 and standard conditions Motion passes; Quinlan dissenting; Niederman dissenting
Motion: Brown Second: Scroggin Vote: 5-2-2	Motion 5: to approve project as recommended by staff with the provided architectural elevations during the meeting for the accessory building, finding that the project meets Urban Residential Design code Motion passes; Quinlan and Hoffman dissenting; Belden and Niederman abstaining



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan
City Council
Planning Commission

CC: Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 4, 2017

RE: Large Scale Development for Additional Multi-Family Project at Morgan Manor

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name	JOB	WMM		
Date	8/1/17	8/1/17	8/1/17	
Yellow cc	Yellow	White	Blue	Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

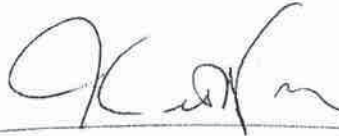
The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

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

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commissioners
Deniece Smiley, Executive Director of the Fayetteville Housing
Authority

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, Planning Director
Chris Brown, City Engineer
Mark Whitaker, Building Safety Director

FROM: **Kit Williams**, City Attorney

DATE: **June 22, 2017**

RE: **Willow Heights, Morgan Manor and the Fayetteville Housing
Authority**

IMPACT FEES

The Freedom of Information Act is an effective and vital tool that citizens can use to uncover important information from public entities. My thanks go to Melissa Terry and Allison Quinlan who have used the FOIA to clarify what the Fayetteville Housing Authority is proposing for their Morgan Manor project and how that project is tied to the sale and demolition of the current Willow Heights housing project.

One thing that I did not know when I initially determined that impact fees should be waived for what I thought was public housing for a non-profit semi-government entity (the Fayetteville Public Housing Authority) is that the real entity seeking authority to build the apartment building at Morgan Manor was "a for-profit entity mostly owned by outside investors."

Fayetteville Public Housing Authority attorney Jim Crouch, email of March 22, 2017. Jim Crouch is an excellent and trusted attorney who has represented the Fayetteville Housing Authority for decades. He continues with his analysis of Fayetteville's impact fee code in that email.

"I also looked back at the exemption language of the Fayetteville ordinance. I just don't know how we get past the requirement that it be a "non-profit" multi-family project, not to mention that to my knowledge it does not fall under the proper funding source, i.e. Community Block Grants, HUD loans, etc."
Id.

I now know that Mr. Crouch was 100% correct. However, I had believed that the Fayetteville Housing Authority was the actual entity proposing a Large Scale Development, not "a for-profit entity mostly owned by outside investors" when I wrote my memo of March 24, 2017 entitled **"Non-Profit Multi-Family Supportive Housing Shall be Exempted from Payment of Building Fees" and "Impact Fees" Chapter 159, Unified Development Code.**

Although the Fayetteville Housing Authority has presented this as its project, I believe that a for-profit entity will actually own 99.99% of the apartment building and receive all of the rents from this project for the next 15 years. I also now believe that some of the apartments in this proposed apartment building are intended to be market rate apartments rather than "supportive housing" for "low income individuals". For all practical purposes this is the project of a for-profit business and therefore, clearly not eligible for any impact fee exemption. I hereby withdraw my earlier memos and letter of March 28 recommending an exemption of impact fees.

My March 28, 2017 letter was based on and dependent upon my misunderstanding that the Morgan Manor development was a project by a non-profit entity (the Fayetteville Housing Authority). With the information obtained through the FOIA, I now understand that the real party in interest is a private, for-profit apartment builder. I stated in my letter the following:

"A private, for-profit apartment builder which constructed 58 apartments would be required to pay the following impact fees:

(1)	Water Impact Fee:	\$ 40,078.00
(2)	Waste Water Impact Fee:	\$ 35,960.00
(3)	Parkland Fee:	\$ 32,480.00
(4)	Police/Public Safety Impact Fee:	\$ 9,396.00
(5)	Fire Protection Impact Fee:	\$ 8,700.00

Total: \$126,614.00"

Fayetteville's earlier proposed exemption of this Morgan Manor apartment building construction from impact fees must now be withdrawn. I now recommend to all of the City's Impact Fee Administrators to impose the normal impact fees required by the Unified Development Code which should total about \$126,000.00

CONSIDERATION OF LARGE SCALE DEVELOPMENT

For over 15 years, I have reminded the City Council and Planning Commission that a Large Scale Development can only be rejected for one of the six stated reasons found in the Unified Development Code. The second of those reasons is: "(b) The proposed development would violate a city ordinance, a state statute, or a federal statute." § 166.02(C)(1)(a)(iii) I do not believe that a Large Scale Development has been denied for such a violation of the law during my sixteen years of service as City Attorney.

I am not yet prepared to opine whether this proposed project has violated federal law despite evidence uncovered through the FOIA that has caused me concerns that this project may not have fully complied with all HUD regulations. It appears that the Fayetteville Housing Authority has not obtained an independent appraisal of the Willow Heights property which appears to usually be required prior to a sale. Some other possible requirements regarding consulting with current tenants, appraisals of any rehabilitation costs of Willow Heights units and the lack of an express letter of support from Fayetteville Mayor Lioneld Jordan (as show in HUD regulations) also appear to be potential weaknesses for this project.

I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue

our research and analysis. It appears that the sale of Willow Heights is an integral and necessary part of the funding to enable the apartment building to be financed and constructed. Therefore, the propriety and legality of the proposed sale of Willow Heights, especially the Fayetteville Housing Authority's full compliance with all federal regulations should be reviewed before it would be appropriate to approve a Large Scale Development dependent upon this proposed sale.

By this memo, I do not intend to criticize nor cast aspersions on any member of the Fayetteville Housing Authority who are all well-meaning, compassionate and public spirited volunteers. I also present no criticism of the Executive Director Deniece Smiley or attorney Jim Crouch, both of whom I have known and respected for decades. I simply need additional time to examine and evaluate the new information provided to me by Melissa Terry and Allison Quinlan and receive additional information and explanation from attorney Jim Crouch concerning various issues. This proposed project and the existing Willow Heights housing development are simply too important for our citizens to rush to a final decision on the proposed Large Scale Development at Morgan Manor.

TO: Harry Davis, Planner

FROM: Battalion Chief Brian Sloat, Deputy Fire Marshal

DATE: June 8, 2017

SUBJECT: 17-5775 LSD 324 E. 12th Place/ Morgan Manor Apartments Addition

The Fire Department has the following conditions of approval. The Arkansas Fire Prevention Code, 2012 Edition, Volume 1 (AFPC) was referenced with the code sections indicated:

It is not clear that a Fire Hydrant meets the 100' proximity to the Fire Department Connection for the 24 unit, 3-story building in the Northeast corner of the proposed project. This must be indicated on future permit submittals.

- **912.2.3 Proximity to hydrant.** Fire department connections for each sprinkler system or standpipe system shall be located not more than 100 feet (3048 mm) from the nearest fire hydrant connected to an approved water supply measured along the path of vehicle travel.

All roads that meet the definition of a fire apparatus access road shall be posted in accordance with Appendix D of the AFPC, "NO PARKING—FIRE LANE"

- **503.3 Marking.** Approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signs shall be located at each end of a painted curb, and additionally in between so that the maximum separation between the signs is 100 feet (30 m) as measured along the centerline of the fire apparatus road.



TO: Harry Davis, Planner

FROM: Corey Granderson, Staff Engineer

DATE: May 30, 2017

SUBJECT: Subdivision Committee Engineering Comments for LSD 17-5775 Morgan Manor Apartments

Plan Comments:

1. "Office/Community" Building is shown too close to existing waterline. Maintain 10FT minimum separation from edge of footing and provide additional utility easements if not in place for 20FT width centered on water line.

Drainage Comments:

1. (Previous Comment) The drainage report narrative must provide a clear statement of the following for each overall study point:
 - a. Existing impervious area in project limits
 - b. Proposed impervious area in project limits
 - c. Increase in impervious area
 - d. Impervious area draining to water quality features
 - e. Impervious area NOT draining to a water quality feature
2. Much of this drainage report contains a mixture of calculations/terminology from two stand-alone methods presented in the Drainage Criteria Manual. Please chose either Chapter 4 (WQv) or Chapter 5 (Rv) methodology and do not intermix.
3. Drainage area "GSP-5" shows roof drainage being sent to a Bioretention area but the plans do not show how this water will get to the Bioretention area. Please clarify.
4. Where are the underdrains for the Bioretention areas, and where do they tie-in?
5. Please clearly show the PRE/POST peak flowrates for all storms at study point #2 and demonstrate that no increases in peak flowrate will occur.
6. The drainage design appears to be feasible at this time; a detailed review will occur at the time of construction-level review. Further comments may be pending.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.

4. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
5. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.
7. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
8. The Engineer of Record shall:
 - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
9. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
10. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
11. Prior to **Project Acceptance** (Certificate of Occupancy or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.

- ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
- iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
 - 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
- iv. Adequate verification survey to confirm accuracy of drainage report.
- v. As-builts should include the following information in a table; Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements;
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements (Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...

Davis, Harry

From: Porter, Lee
Sent: Tuesday, June 06, 2017 4:56 PM
To: Davis, Harry
Subject: Morgan Manor

Hey Harry –

The Morgan Manor review is complete and in the ETC. There are two major items for UF:

1. THEY NEED TO SHOW HOW THEY ARE GOING TO ROOT PRUNE OR MINIMIZE DAMAGE TO THE TREE CANOPY IN THE CENTER OF THE SITE THAT THEY SAY THEY ARE PRESERVING. (Yes, in all caps to emphasize importance) Otherwise, the canopy will not be counted as preserved.
2. Landscape Plans need to signed by a registered Landscape Architect.

Let me know if you have questions.

Thanks!
Lee

Lee Porter
Urban Forester
Parks & Recreation Department
City of Fayetteville, Arkansas
lporter@fayetteville-ar.gov
T 479.444.3486





TREE PRESERVATION AND PROTECTION – Chapter 167

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Harry Davis, Planner

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Requirements Submitted:

Y	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (justification is needed)
N	Complete Tree Preservation Plan Submitted
N	Tree Mitigation Table on Plans
NA	Tree Preservation Waiver Submitted (only use if no trees onsite or near P/L)

TREE PRESRVATION CALCULATIONS

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easement.

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	310,594	100%
Zoning Designation * Select Below with drop down arrow		
DG, Downtown General	31,059	10%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	31,059	10.0%
Existing Tree Canopy * Minus Right of Way and Easements	22,431	7.2%
Tree Canopy Preserved	20,018	6.4%
Tree Canopy Removed *On Site	2,413	0.8%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	2,413	0.8%
Removed Below Minimum	11,041	
Mitigation Requirements	2,413	

Tree Canopy Mitigation:

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
2143	High Priority	218	11
0	Mid Priority	290	0
0	Low Priority	436	0
Total Mitigation			11

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation		11	
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation		11	

Mitigation Type Requested: No Tree Preservation Calculations Provided

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Yes	Yes	Yes	5 year aerial check on existing trees
Yes	Yes	Yes	Property Boundary
Yes	Yes	Yes	Natural Features 100ft beyond property line shown
Yes	Yes	Yes	Existing Topography with slopes $\leq$ 15% highlighted
Yes	Yes	Yes	Soils
Yes	Yes	Yes	Significant Tree(s): 24", 18" and 8" DBH
Yes	Yes	Yes	Table listing Sig. Trees with species, size, health, priority.
NA	NA	NA	Grouping of Trees: all other trees that do not meet significant requirements.
Yes	Yes	Yes	Table listing Grouped Trees with average species, size, health, priority
Yes	Yes	Yes	All existing utilities
NA	NA	NA	All perennial and intermittent streams with approximate center line
NA	NA	NA	Floodplains/Floodways
Yes	Yes	Yes	Existing street, sidewalk or bike path ROW
Yes	Yes	Yes	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
No	Yes	Yes	Detail Design Approaches used to minimize damage to OR removal of existing canopy
No	Yes	Yes	Justification for removal of individual or groupings of trees/canopy

No	Yes	Yes	Details providing information on on-site mitigation OR off-site alternatives
No	Yes	Yes	Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind.

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Yes	Yes	Yes	Shows ALL Proposed Site Improvements
Yes	Yes	Yes	Delineates trees/canopy to be preserved and removed
Yes	Yes	Yes	Delineates existing and proposed grading
Yes	Yes	Yes	Depict limits of soil disturbance
			Detail methods that will be used to protect trees during construction:
Yes	Yes	No	1. Tree Protection Fencing
NA	NA	No	2. Limits of Root Pruning
Yes	Yes	Yes	3. Traffic flow on work site
No	No	Yes	4. Location of material storage
No	No	Yes	5. Location of concrete wash out – move outside of trees to be saved
NA	NA	NA	6. Location of construction entrance/exit
Yes	Yes	Yes	Location of ALL existing and new utility/drainage easements

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation Plan with the following conditions of approval:

1. Address items above marked “No” and all Redlines provided.
2. Please show Tree Preservation Fencing.
3. Please explain how trees will be root pruned to save the canopy on site where development is going to happen underneath. If no explanation is provided, the tree canopy will be counted as removed.

[illegible]

	Square Root	Percent of site
Total Site Area = Mean Right of Way and Easements	318,594	100%
Zoning Designations		
FCC, Downtowns General	31,659	10%
FCC, CBDS	0	0%
No	31,659	10.0%
Total County for Minimum Preservation Requirements		
Existing Tree Canopy + Mean Right of Way and Easements	22,431	7.2%
Tree Canopy Preserved	20,018	6.4%
Tree Canopy Restored - On Site	2,413	0.8%
Tree Canopy Restored - Off Site	0	0%
Tree Canopy Restored - Off Site	2,413	0.8%
Restored Below Minimum	13,643	
Marginal Preservation	2,413	

Category Below Requirement	Sq. Ft.	Preservation Priority Type	Forestation Base Density	Number of 2" Caliper Trees to be Planted
2,413		High Priority	218	11
0		Mid Priority	290	0
0		Low Priority	436	0

Feature	Describe
Property Line	_____
Outside Property Line	_____
Offsite Property Line	_____
Right-Of-Way Line	_____

Note:
See Survey For Existing Features Located.

	Free Carboxylic Acids Free Phosphonic Acids / Unsubstituted Amino Acids
	Free Carboxylic Acids to be Removed

Prior to final approval, all required landscaping will require a performance bond and a completed Landscaping Surety Form.

MAP UNIT SYMBOL	MAP UNIT NAME	RATING
Ju	juvenile fish, 0 to 2	E3
LAC2	Lake trout, 3 to 8 percent dispos, coded	C
PGC2	Pickwick growth, 5 to 8 percent dispos, coded	B
MR	overmud flow study, 1 to 40	

SURVEY TABLE									
#	SPEAKER	DATE	HEALTH	PRIORITY	COMMENTS				
1	CLARA	10/1	F	LOW	NO DRAINAGE				
2	CLARA	10/2	F	LOW	NO DRAINAGE				
3	CLARA	10/3	F	LOW	NO DRAINAGE				
4	CLARA	10/4	F	LOW	NO DRAINAGE				
5	CLARA	10/5	F	LOW	NO DRAINAGE				
6	CLARA	10/6	F	LOW	NO DRAINAGE				
7	CLARA	10/7	F	LOW	NO DRAINAGE				
8	CLARA	10/8	F	LOW	NO DRAINAGE				
9	CLARA	10/9	F	LOW	NO DRAINAGE				
10	CLARA	10/10	F	LOW	NO DRAINAGE				
11	CLARA	10/11	F	LOW	NO DRAINAGE				
12	CLARA	10/12	F	LOW	NO DRAINAGE				
13	CLARA	10/13	F	LOW	NO DRAINAGE				
14	CLARA	10/14	F	LOW	NO DRAINAGE				
15	CLARA	10/15	F	LOW	NO DRAINAGE				
16	CLARA	10/16	F	LOW	NO DRAINAGE				
17	CLARA	10/17	F	LOW	NO DRAINAGE				
18	CLARA	10/18	F	LOW	NO DRAINAGE				
19	CLARA	10/19	F	LOW	NO DRAINAGE				
20	CLARA	10/20	F	LOW	NO DRAINAGE				
21	CLARA	10/21	F	LOW	NO DRAINAGE				
22	CLARA	10/22	F	LOW	NO DRAINAGE				
23	CLARA	10/23	F	LOW	NO DRAINAGE				
24	CLARA	10/24	F	LOW	NO DRAINAGE				
25	CLARA	10/25	F	LOW	NO DRAINAGE				
26	CLARA	10/26	F	LOW	NO DRAINAGE				
27	CLARA	10/27	F	LOW	NO DRAINAGE				
28	CLARA	10/28	F	LOW	NO DRAINAGE				
29	CLARA	10/29	F	LOW	NO DRAINAGE				
30	CLARA	10/30	F	LOW	NO DRAINAGE				
31	CLARA	10/31	F	LOW	NO DRAINAGE				
32	CLARA	10/32	F	LOW	NO DRAINAGE				
33	CLARA	10/33	F	LOW	NO DRAINAGE				
34	CLARA	10/34	F	LOW	NO DRAINAGE				
35	CLARA	10/35	F	LOW	NO DRAINAGE				
36	CLARA	10/36	F	LOW	NO DRAINAGE				
37	CLARA	10/37	F	LOW	NO DRAINAGE				
38	CLARA	10/38	F	LOW	NO DRAINAGE				
39	CLARA	10/39	F	LOW	NO DRAINAGE				
40	CLARA	10/40	F	LOW	NO DRAINAGE				
41	CLARA	10/41	F	LOW	NO DRAINAGE				
42	CLARA	10/42	F	LOW	NO DRAINAGE				
43	CLARA	10/43	F	LOW	NO DRAINAGE				
44	CLARA	10/44	F	LOW	NO DRAINAGE				

Scale N.Y.A.

Scale 10 Y-Axis



LANDSCAPE REGULATIONS – Chapter 177

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
NA	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

Tech Plat	SC	PC	All Landscape Plans
Yes	Yes	Yes	Irrigation <i>notes either automatic or hose bib 100' o.c.</i> (177.03A.7.g & 177.04.B.3.a)
Yes	Yes	Yes	Species of plant material identified (177.03.A.7.d & e)
Yes	Yes	Yes	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Yes	Yes	Yes	Soil amendments <i>notes include that soil is amended and sod removed</i> (177.03.C.6.b)
Yes	Yes	Yes	Mulch <i>notes indicate organic mulching around trees and within landscape beds</i> (177.03.C.6.c & d)
No	No	No	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	NA	Yes	Planting bed contained by edging (177.03.C.6.f)
Yes	Yes	Yes	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
Yes	Yes	Yes	Wheel stops/ curbs (177.04.B.1)
Yes	Yes	Yes	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)</i>
NA	NA	NA	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
Yes	Yes	Yes	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards</i>
Tech Plat	SC	PC	Street Tree Planting Standards (time of F.P. or permit) (177.05)
NA	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Yes	Yes	Yes	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
Yes	Yes	Yes	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
5	5	5	1 deciduous or evergreen tree/ 3000 square feet
19	20	20	4 large shrubs or small trees (3 gal) / 3000 square feet
29	30	30	6 shrubs or grasses (1 gal) / 3000 square feet
Yes	Yes	Yes	Ground cover unless seed or sod is specified
Yes	Yes	Yes	50% of facility planted with grass or grass like plants

Landscape Requirements Table		
11	Mitigation Trees	3-year surety required
21	Street Trees	3-year surety required
12	Parking Trees	
5	Detention Large Trees	
20	Detention Small Trees / Large Shrubs	
30	Detention Small Shrubs	

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation and Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Plans need to be provided by a registered Landscape Architect.



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Planning Division

FROM: Ken Eastin, Park Planner II

DATE: June 26, 2017

SUBJECT: Parks & Recreation Technical Plat Review Comments

Meeting Date: June 26, 2017

Item: 17-5775 LSD 324 E. 12th Place (Morgan Manor Apts. Addition)
563

Park District: SE

Zoned: DG

Billing Name & Address: Fayetteville Housing Authority
#1 North School
Fayetteville, AR 72701

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.023 acre per unit = _____ acres	@ \$920 per unit = \$ _____
Multi Family	_____ @ 0.014 acre per unit = _____ acres	58 @ \$560 per unit = <u>\$32,480</u>

COMMENTS:

- This project has not been presented before the Parks and Recreation Advisory Board due to a previous determination that impact fees would not be applicable; however, this determination has since been rescinded.
- In lieu of a parkland dedication, fees are assessed for multi-family development for a total of 58 additional units.
- The actual amount of acreage and/or fees will be determined by the actual number of units and the park land formula at Planning Commission approval of this Large-Scale Development.
- Fees must be paid prior to issuing of building permits.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

March 28, 2017

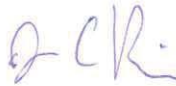
City of Fayetteville
Development Services
113 West Mountain Street
Fayetteville, AR 72703

SUBJECT: Morgan Manor Addition Large-Scale Development
 Blew Project #16-376

To Whom It May Concern:

On behalf of our client, the Fayetteville Housing Authority, we are submitting plans for a Large-Scale Development in the City of Fayetteville. The proposed development is an addition to the Morgan Manor housing complex located at 324 East 12th Place. It will consist of the construction of 58 additional dwelling units, the extension of 12th Place and 13th Place, storm water facilities, parking, utilities, landscaping, and other improvements as required by the City of Fayetteville.

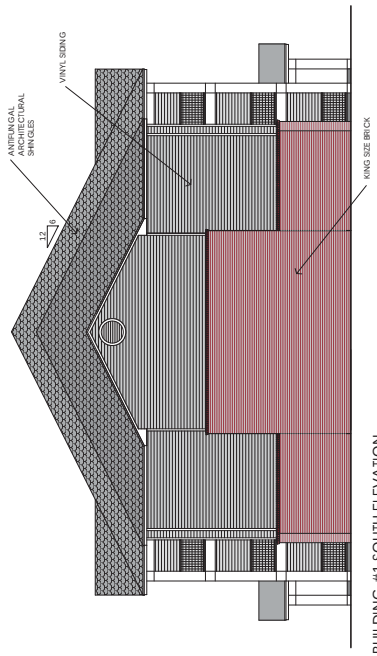
Sincerely,



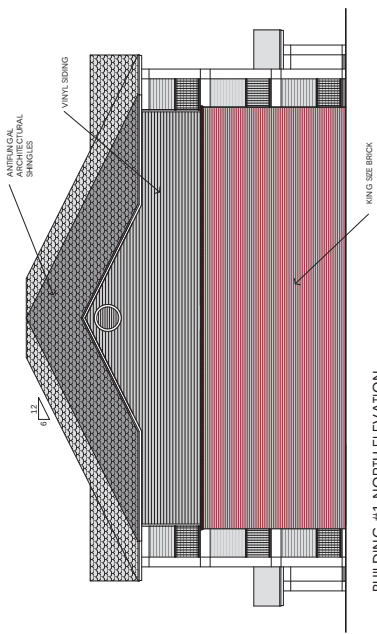
Jacob Rennick, EI
Blew & Associates, PA



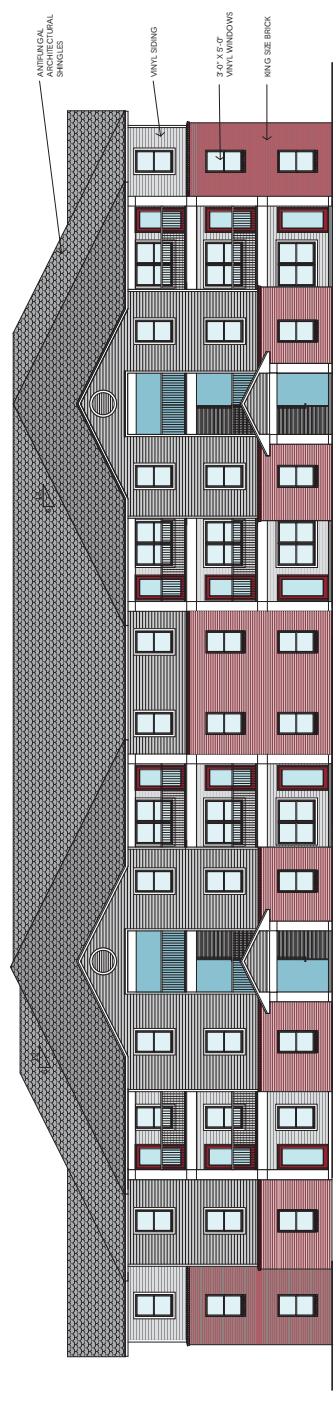
BUILDING #1 WEST ELEVATION
1/8" = 1'-0"



BUILDING #1 SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #1 NORTH ELEVATION
1/8" = 1'-0"



BUILDING #1 EAST ELEVATION
1/8" = 1'-0"

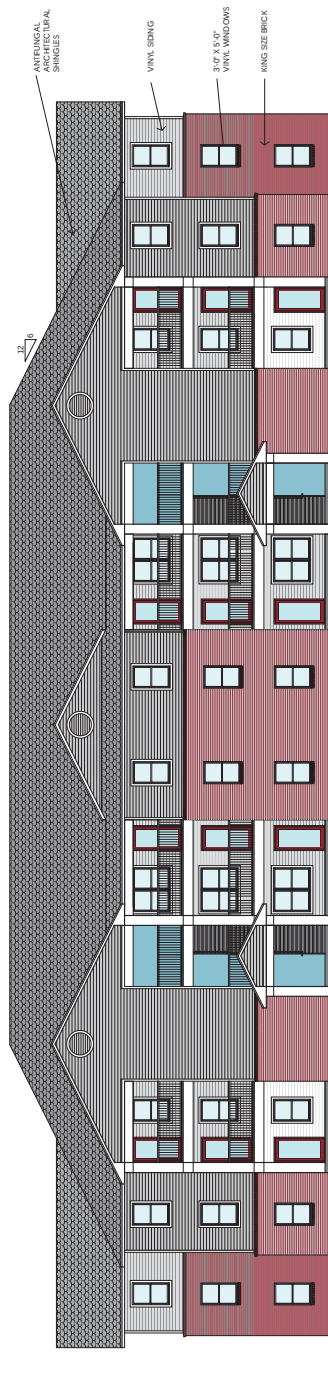
REV	DATE	DESCRIPTION

**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

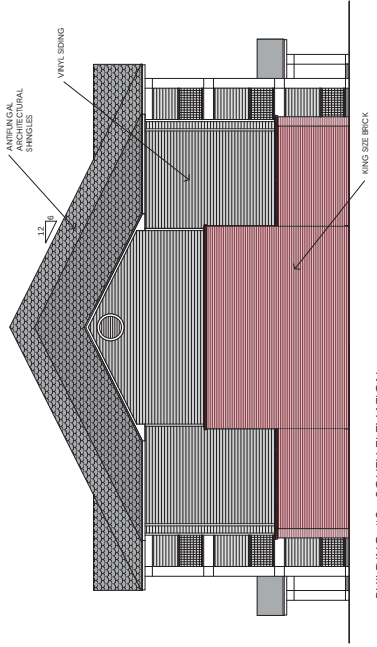
H+W
Heiple+Wiedower
Architects - Planners
318 Pres. Citron Avenue
Fayetteville, AR 72701
(1) 501-707-0115
(1) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #1
ELEVATIONS**
Sheet No:

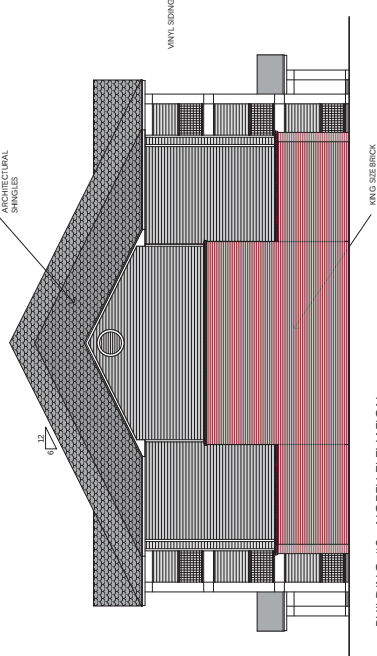
A2.1



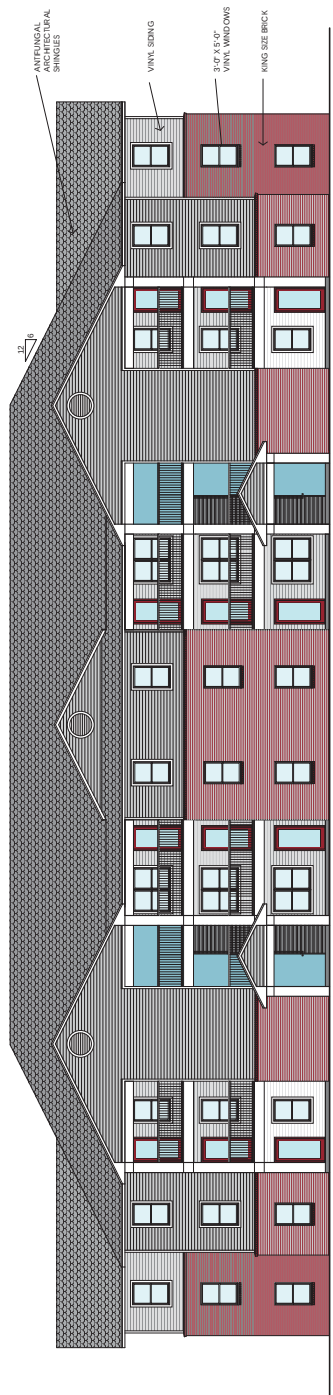
BUILDING #2 - EAST ELEVATION
1/8" = 1'-0"



BUILDING #2 - SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - NORTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - WEST ELEVATION
1/8" = 1'-0"

REV	DATE	DESCRIPTION

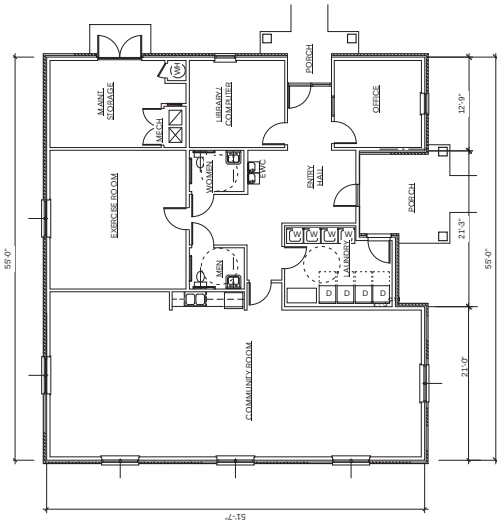
**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

H+W
Heiple+Wiedower
Architects - Partners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(501) 767-7201
(1) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #2
ELEVATIONS**
Sheet No:

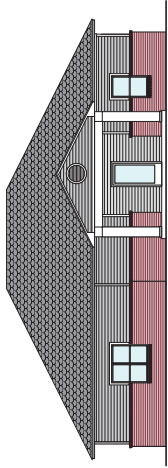
A2.2



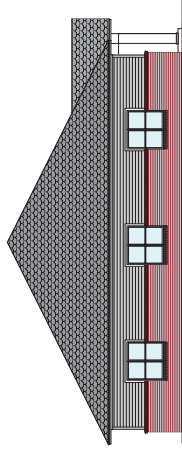


COMMUNITY BUILDING
2692 SQ. FT.
1/8" = 1'-0"

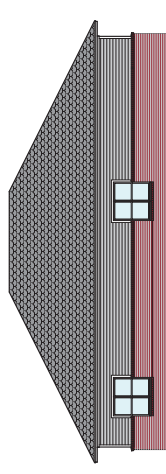
APPROVED ELEVATION - VIEWED AND APPROVED BY PC ON 8/14/17



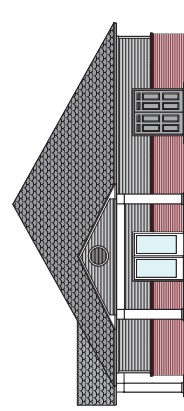
COMMUNITY BUILDING SOUTH ELEVATION
1/8" = 1'-0"



COMMUNITY BUILDING WEST ELEVATION
1/8" = 1'-0"



COMMUNITY BUILDING NORTH ELEVATION
1/8" = 1'-0"



COMMUNITY BUILDING EAST ELEVATION
1/8" = 1'-0"

Addition to
Morgan Manor Apartments
Fayetteville, Arkansas

H&W
Heple+Wiedower
Architects Planners
310 West Clinton Avenue
Little Rock, AR 72201
(501) 591-707-0115
(501) 591-707-0116

Project No.
HW16-725
Date
3/26/17
Sheet Title
COMMUNITY
BUILDING
Sheet No.

A2.4

Davis, Harry

From: Alan Ostner <alan.72701@gmail.com>
Sent: Friday, April 21, 2017 2:14 PM
To: Davis, Harry
Subject: Morgan Manor Apartments Creating Dangerous Traffic Situation

Hello Mr. Davis,

As a neighbor, I am very concerned that the Morgan Manor apartment project will dangerously increase traffic on the streets of South Wood, South Washington, South College, and the segments of 12th and 13th that connect South College and Morgan Manor. Those streets are treacherous even today! People fly through there at high speeds all the time. This apartment complex will really make a dangerous traffic situation.

Best,

Alan Ostner
Landscape Architect

Davis, Harry

From: Garner, Andrew
Sent: Friday, June 16, 2017 7:59 AM
To: Davis, Harry
Subject: FW: Willow Heights - Morgan Manor Expansion

Harry,
Please save this in the public comment folder for this item and include it in the next Planning Commission packet.

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agamer@fayetteville-ar.gov
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Nola Derby [mailto:rxdx1117@gmail.com]
Sent: Thursday, June 15, 2017 5:19 PM
To: Garner, Andrew
Subject: Willow Heights - Morgan Manor Expansion

June 15, 2017

Mr. Andrew Garner and Members of the Fayetteville City Planning Commission:

As a property owner in South Fayetteville, I am writing to voice my concern on moving Willow Heights occupants to Morgan Manor via expansion of Morgan Manor. I have lived and owned property on 13th Street for 12 years. What was a relatively quiet neighborhood will soon not be with the building of 78 additional homes in the recently started "Houses at Willow Bend" mixed income housing (otherwise known as "The Projects" in other parts of the country). It has been proven around the United States that low-income units should not be concentrated in one part of a city only. It places additional burdens on the community, by increasing crime rates, increasing traffic and increasing noise.

I was concerned about the additional 78 houses in the neighborhood but became resigned to the fact that they were going to be built on a very compact footprint (7 acres). I hope that they will not change their design of the new homes, which are "cottage style", and thus fit in better with neighboring homes. Now, I am very concerned with the proposed expansion of Morgan Manor, especially, the proposal of 58 additional units to

include two three-story buildings, one two-story building, and a community center. No homes in the neighborhood are over two stories and no new buildings should be over two stories, so please maintain a height restriction for buildings in the neighborhood. With the 58 additional units to be built and the existing 52 units, Morgan Manor will more than double in size with a total of 110 units. That number combined with the 78 houses being built at Willow Bend will more than triple the size of the South Fayetteville neighborhood bounded by 15th Street, South College Ave, and E. 7th Street. Then there are the 300 homes going in a mile down the road off of 15th Street. I understand that Fayetteville would like to maintain the compact nature of the City and prevent urban sprawl, but it is getting way too crowded in South Fayetteville.

Please find another area in the City to house the current Willow Heights occupants and do not approve the expansion of Morgan Manor.

Thank you,

A Concerned South Fayetteville Property Owner.

Davis, Harry

From: Garner, Andrew
Sent: Thursday, July 06, 2017 7:52 AM
To: John Coleman
Subject: RE: Willow Heights

John,
Thank you for your comments and concerns. I will pass this along to the commission for their consideration.

Unless there is some legal loophole I'm not aware, the Planning Commission does not have the option to forward a Large Scale Development to the council for a decision. The commission is charged with reviewing a development in light of current UDC requirements and voting to approve or deny accordingly. The only way (to my knowledge) for a development to go to council is through the appeal process. I have copied the relevant sections of the UDC below. As you can see, if the project is approved, an alderman may bring an appeal to the council on behalf of a resident. The appeal would have to be filed within 10 working days from the Planning Commission decision.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agamer@fayetteville-ar.gov
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

FAYETTEVILLE UNIFIED DEVELOPMENT CODE CHAPTER 155 APPEALS

155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) **Appeals.** Appeals shall be submitted within 10 working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5296, 12-15-09)

155.05 Appeals From Planning Commission Decisions

(A) *Appeals to City Council.*

(1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.

- (a) Annexation
- (b) Rezoning
- (c) Planned Zoning District
- (d) Subdivision (Preliminary Plat, Final Plat, Concurrent Plat, Lot split)
- (e) Large Scale Development
- (f) Vacation of utility easement, access easement, public right-of-way
- (g) Commercial Design Standards
- (h) Tree Preservation Plan

- (i) Variances and waivers of the UDC
- (2) *Conditions of Approval*. An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request*. Three aldermen, two of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

From: John Coleman [mailto:jtcoleman@gmail.com]

Sent: Wednesday, July 05, 2017 9:10 PM

To: Garner, Andrew

Subject: Willow Heights

Good evening Andrew,

I would like to submit this email to the Planning Commission with regards to Willow Heights. We are going to be out of town next week when it comes back up for vote.

As I stated at a previous Planning Commission meeting, history shows that concentrating subsidized housing is not in the best interest of the inhabitants, the surrounding neighbors or the community at-large. While I have walked through the existing FHA facilities and agree that something needs to be done, this is not the answer for FHA or the Fayetteville community for a variety of reasons that have been expressed.

I also recognize many of these reasons cannot be considered by the Planning Commission based on Mr. Pennington's description in the meeting I attended. That does not mean they are not legitimate, but instead mean this is not the forum for consideration. Given the amount of public interest in this project and the long-term ramifications of this decision, I request that the Planning Commission forward this issue to the City Council so these issues can be considered by our elected officials.

For what it's worth, I along with many other Fayetteville residents are committed to finding a creative solution and do not plan to walk away from this if it is voted down.

Thank you,

John Coleman
Ward 2

LSD 17-5775

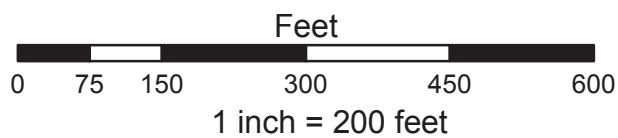
MORGAN MANOR APTS. ADDITION

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-18
- RMF-24
- Downtown General
- Neighborhood Conservation

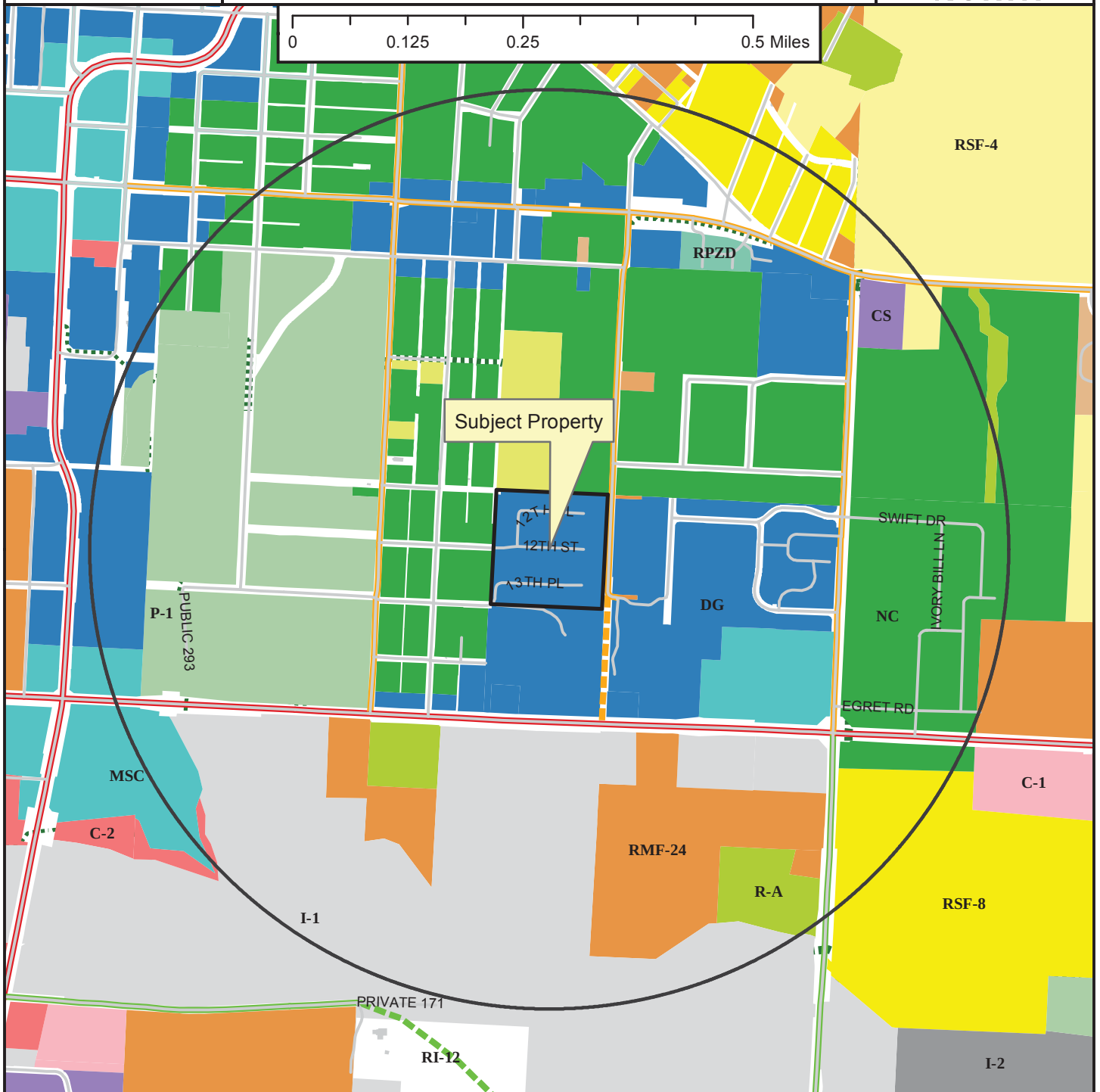
LSD 17-5775

MORGAN MANOR APTS. ADDITION



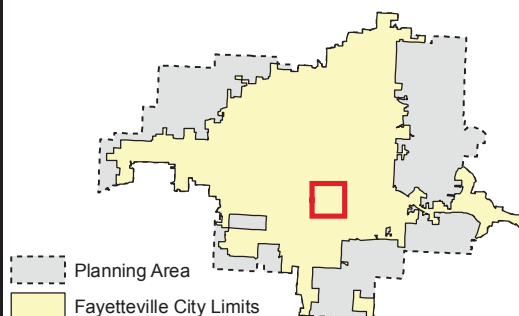
One Mile View

0 0.125 0.25 0.5 Miles



Legend

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

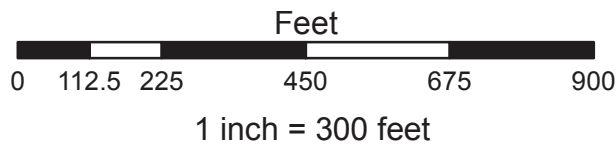
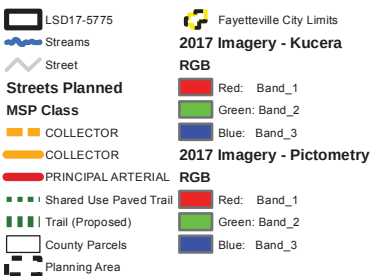


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-1 Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- COMMERCIAL**
 - E-1
 - Residential-Office
 - C-1
 - C-2
 - C-3
 - FORM BASED DISTRICTS**
 - Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
 - PLANNED ZONING DISTRICTS**
 - Commercial, Industrial, Residential
 - INSTITUTIONAL**
 - P-1

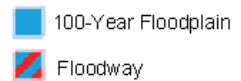
17-5775

Current Land Use

MORGAN MANOR APTS.



FEMA Flood Hazard Data



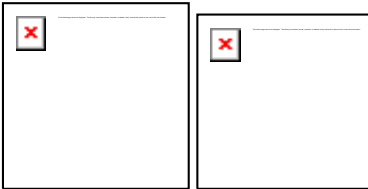
CityClerk

From: Marsh, Sarah
Sent: Tuesday, September 19, 2017 4:14 PM
To: CityClerk
Subject: Morgan Manor Appeal - Pictures of wheelchairs & walking

Categories: Completed

Please forward these photos to the City Council prior to tonight's meeting. They show the unsafe traffic conditions on the streets serving the proposed development.

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas
ward1_pos2@fayetteville-ar.gov | 479.799.0393



From: Sarah Marsh <sarahemarsh@gmail.com>
Sent: Tuesday, September 19, 2017 4:10 PM
To: Marsh, Sarah
Subject: Fwd: Pictures of wheelchairs & walking

----- Forwarded message -----

From: Z Niederman <zniederman@gmail.com>
Date: Tue, Sep 19, 2017 at 4:06 PM
Subject: Pictures of wheelchairs & walking
To: Sarah Marsh <sarahemarsh@gmail.com>

Hi Sarah

Here are some pictures of people walking or going up the street in wheelchair.







--

Sarah Marsh Creative Director
Emily Mars Fashion House
Custom Apparel | Design Services

By Appointment Only | 643 W MLK Jr Blvd, Suite 202 | Fayetteville, AR 72701 | 479.799.0393 | sarah@emilyMARSfashion.com



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0510

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

STARR DRIVE WATER COST SHARE:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH ROBERT MARTIN, ANDREW WILLIAMS, AND NICK BANKS FOR THE INSTALLATION OF WATER MAIN ALONG A 1,520 FOOT PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00

WHEREAS, Robert Martin, Andrew Williams, and Nick Banks will be developing property located on North Starr Drive and have requested that the City share in the cost of constructing an 8-inch water main along a portion of North Starr Drive, a distance of approximately 1,520 feet; and

WHEREAS, the City of Fayetteville would benefit from the cost share as it will allow the development to connect, will allow for a future secondary water loop to help prevent the possibility of residents losing water service in the event of a water leak in the area, and provide for ample future capacity which will facilitate future development; 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”; and

WHEREAS, waiving formal competitive bidding will save time and cost by utilizing the developer’s contractor who will be on-site installing the line for the developer’s project.

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 Robert Martin, Andrew Williams, and Nick Banks for the installation of an 8-inch water main along a 1,520 foot portion of North Starr Drive with the estimated amount to be paid by the City of Fayetteville not to exceed \$23,950.00, and further approves a project contingency in the amount of \$4,790.00.

City of Fayetteville Staff Review Form

2017-0510

Legistar File ID

10/3/2017

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

Tim Nyander

9/13/2017

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 ROBERT MARTIN, ANDREW WILLIAMS AND NICK BANKS FOR INSTALLATION OF A WATER MAIN ALONG A PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00 FOR TOTAL OF \$28,740.00.

Budget Impact:

5400.720.5600-5808.00

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 \$ 233,484.29

Current Balance \$ 996,746.71

Does item have a cost? Yes

Item Cost \$ 28,740.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 968,006.71

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Mayor Lioneld Jordan
Don Marr, Chief of Staff
Water and Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: September 13, 2017

SUBJECT: **Cost Share Agreement with Robert Martin, Andrew Williams and Nick Banks for a Water Line Upgrade on N. Starr Drive.**

RECOMMENDATION:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Robert Martin, Andrew Williams and Nick Banks., to share the costs of upgrading a waterline on N. Drive. The estimated total cost of the project is \$66,925.00. The City's portion of the cost share in the amount of \$28,740.00, which includes a 20% contingency of \$4,790.00.

BACKGROUND:

Robert Martin, Andrew Williams and Nick Banks have requested that the City share in the cost of upgrading the installation of waterline from 4-inch to 8-inch along a portion of N. Starr Drive, a distance of approximately 1,520 feet, so that Robert Martin, Andrew Williams and Nick Banks may develop their property located at on N. Starr Drive.

DISCUSSION:

Upgrading this waterline to an 8-inch will allow development of this property and will also provide for a *future* secondary loop to help prevent the possibility of residents losing water service in the event of a water leak in the area.

BUDGET/STAFF IMPACT:

Funds for the City portion of work are available in the Water Impact Fee Cost Sharing Project.

Attachments:

Cost-Share Agreement
Map of Area
Bids

CONTRACTUAL AGREEMENT FOR
COST SHARE OF WATER MAIN UPGRADE COSTS

This Agreement, made and entered into on this 3rd day of October, 2017, by and between the City of Fayetteville, Arkansas ("City") and Robert Martin, Andrew Williams and Nick Banks witnesseth:

WHEREAS, Robert Martin, Andrew Williams and Nick Banks (through Blew & Associates, P.A.) received approval by the City's Engineering Department on August 25th, 2017, for a waterline project on Starr Drive; and

WHEREAS, increasing the size of this approximately 1,520-foot segment from a 4-inch main to an 8-inch main will allow the development to connect and also allow for a *future* 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 Robert Martin, Andrew Williams and Nick Banks agree as follows:

1. The City of Fayetteville, Arkansas agrees to:
 - A. Reimburse Robert Martin, Andrew Williams and Nick Banks for the excess cost to upgrade approximately 1,520 linear feet of 4-inch water main in the area identified in Exhibit "A" to 8-inch main up to a maximum-not-to-exceed amount of **\$20,475.00** as was estimated by the builder's representative and shown on Exhibit "B", attached. Additionally, the City agrees to pay 50% of the engineering cost of the project, which is **\$3,475.00**. The total cost share is **\$23,950.00** along with any project contingency that may be approved by the Fayetteville City Council.
 - B. Payments due to Robert Martin, Andrew Williams and Nick Banks shall be remitted within sixty (60) days after receipt of valid invoices.
2. Robert Martin, Andrew Williams and Nick Banks agree 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 by the City of Fayetteville as set forth in this Agreement).
3. It is further understood that the contract for construction of the water main upgrade is between Robert Martin, Andrew Williams and Nick Banks and their 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 \$23,950.00 for the water main upgrade, along with any project contingency that may be approved by the Fayetteville City Council.

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

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: Robert Martin
ROBERT MARTIN

By: _____
LIONELD JORDAN, Mayor

By: Andrew Williams
ANDREW WILLIAMS

ATTEST:

By: Nick Banks
NICK BANKS

By: _____
SONDRA SMITH, City Clerk-Treasurer

WITNESS:

By: SEE ATTACHED NOTARIZATIONS

State: Arkansas

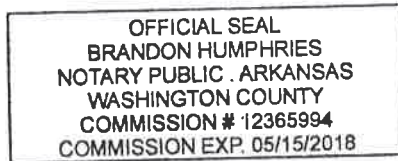
County: Washington

On this 14th day of September, 2017 before me the undersigned, a Notary Public in and for said State, personally appeared

Robert Martin
Nick Banks

(known to me) to be the persons whose names are subscribed to the foregoing instrument and acknowledged that they executed the same.

Witness my hand and official seal.



[Signature]
Signature

Brandon Humphries
Name (typed or printed)

My commission expires: 5/15/18

(Reserved for official seal)

County:

State: Arkansas

Washington before me the
personally appeared

On this 14th day of September, 2017

undersigned, a Notary Public in and for said State,

Andrew Williams

(known to me) to be the persons whose names are

subscribed

to the foregoing instrument and acknowledged that they

executed the same.

Brandy S. Bilderback

Signature

Witness my hand and official seal.

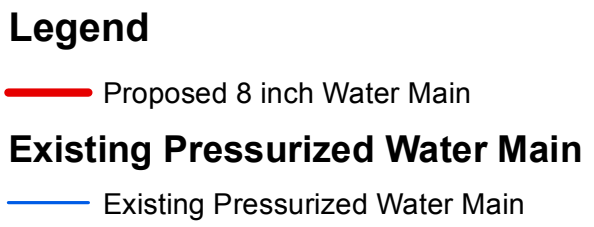
Brandy S. Bilderback

Name (typed or printed)



My commission expires: 9/23/24

(Reserved for official seal)



Proposal

September 4, 2017
K2 Contracting LLC
P. O. Box 189
Tontitown AR 72770
479-957-2523
k2contracting1@aol.com

Submitted to:
Robert Martin
600 Overcrest
Fayetteville AR 72704
479-442-9470

We propose to complete the 8" water line extension on star road in Fayetteville Arkansas with the following quantities and conditions:

We will provide labor and material to complete approximately 1507' of 8" water main and one blow off assembly

Cleanup will be limited to backfill of the ditches (hand raking seed and straw not included)
Not responsible for Fayetteville tree ordinance (replacing removed trees) if trees have to be removed
No dirt will be removed from site
If rock is encountered (anything that a 40,000 lb class excavator will not easily dig) it will be removed at owners expense.
No impact fees, hook on fees, tap fees, or any such related fees will be paid by us
Invoices will be paid in full within 10 days.

Work as described above will be completed for the sum of fifty-nine thousand nine hundred seventy five dollars \$59,975.00

Robert Martin

Date

Ryan Krug

Date

Proposal

September 4, 2017
K2 Contracting LLC
P. O. Box 189
Tontitown AR 72770
479-957-2523
k2contracting1@aol.com

Submitted to:
Robert Martin
600 Overcrest
Fayetteville AR 72704
479-442-9470

We propose to complete the 3" water line extension on star road in Fayetteville Arkansas with the following quantities and conditions:

We will provide labor and material to complete approximately 1507' of 3" water main and one blow off assembly.

Cleanup will be limited to backfill of the ditches (hand raking seed and straw not included)
Not responsible for city of Fayetteville tree ordinance (replacing removed trees) if trees have to be removed

If rock is encountered (anything that a 40,000 lb class excavator will not easily dig) it will be removed at owners expense.

No dirt will be removed from site

No impact fees, hook on fees, tap fees, or any such related fees will be paid by us

Invoices will be paid in full within 10 days.

Work as described above will be completed for the sum of thirty-nine thousand five hundred dollars
\$39,500.00

Robert Martin

Date

Ryan Krug

Date

MH BACKHOE SERVICE INC
Eagle Crest Circle
Springdale, AR 72762
Phone (479) 225-3184
ACL#0321310316

9-6-17

Attn: Robert Martin

RE: Starr Dr water main extension
Fayetteville, AR

Dear Robert,

I am pleased to offer my written quotation for the amount of **SIXTY THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS (\$60,397.00)** to install a new water main at the above-mentioned project. My quotation is based upon the civil drawings at standard bury depth.

Included in this quotation are the following

Providing and installing approximately 1,520' of 8" PVC Class 200 water main.

Provide and install a blow off assembly.

Provide and install 3 8" gate valves.

Provide P&P and maintenance bond.

Alternate -to install 4" PVC Class 200 water main in the amount of **THIRTY-NINE THOUSAND ONE HUNDRED FIFTY-SIX DOLLARS (\$39,156.00)**.

This quote is valid for 45 days.

Please note the following exclusions: meters, meter vaults, backflows, **surveying**, erosion control, landscaping, density testing, **Rock excavation that cannot be removed in a timely manner by a rubber tired backhoe.**

Mr. Martin, thank you for the opportunity to provide you with my quotation should you have any questions or concerns please do not hesitate to contact me.

Bid Sheet

Janeen Martin

Job Location: Starr Dr. Fayetteville, AR

Job Description: Water Line Extention

Install 8 inch water line and entire scope of project

NOTE: Rock clause \$350.00 per cubic yard

Bid Total:	\$60,000.00
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Install 4 inch water line and entire scope of project

NOTE: Rock clause \$350.00 per cubic yard

Bid Total:	\$48,000.00
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Contractor License # 0268880317

Frank Roughton

5315 Hayden Rd.

Pea Ridge, AR 72751

(479) 640-7527

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

September 6, 2017

ATTN: Tim Nyander

SUBJECT: Starr Dr. Waterline Extension for Mr. Robert Martin

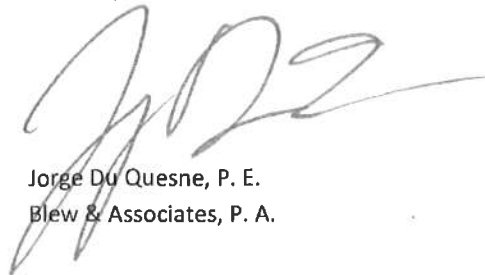
Mr. Nyander,

The following are the engineering costs associated with the waterline extension on Starr Drive.

<u>Description of Services</u>	<u>COST</u>
Engineering Design	\$3,700
Survey Staking (<i>ESTIMATED</i>)	\$1,250
On-Site Inspection (<i>ESTIMATED</i>)	\$2,000

TOTAL: \$6,950

Sincerely,



Jorge Du Quesne, P. E.
Blew & Associates, P. A.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0507

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

OVIVO USA, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF REPAIR PARTS FOR A SCREENING UNIT AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY FROM OVIVO USA, LLC IN THE AMOUNT OF \$35,252.93

WHEREAS, the City has installed two Brackett Green fine screening units at the West Side Water Resource Recovery Facility which removes debris from wastewater as part of the treatment process; and

WHEREAS, one of the screening units has a damaged upper rotating shaft assembly that needs to be replaced and Ovivo USA, Inc. is the sole source provider of the parts required to make the necessary repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby finds the above circumstances make competitive bidding not feasible or practical and therefore waives the requirements of formal competitive bidding and approves the purchase of repair parts for a screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC in the amount of \$35,252.93.

City of Fayetteville Staff Review Form

2017-0507

Legistar File ID

10/3/2017

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

Mayo Miller

9/13/2017

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Administration recommends approval of the purchase of repair parts from Ovivo USA, LLC for the Brackett Green fine screening unit at the West Side Water Resource Recovery Facility in the amount of \$35,252.93.

Budget Impact:

5400.730.5800-5414.00

Water/Sewer

Account Number

Fund

02069.1

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

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 531,386.00

Funds Obligated \$ 160,764.39

Current Balance \$ 370,621.61

Does item have a cost? Yes

Item Cost \$ 35,252.93

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 335,368.68

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

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

FROM: Greg Weeks, Wastewater Treatment
Mayo Miller, Wastewater Treatment

DATE: September 12, 2017

SUBJECT: **Approval of the purchase of repair parts for screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC**

RECOMMENDATION:

City staff recommends approval of the purchase of repair parts for the Brackett Green fine screening unit at the West Side Water Resource Recovery Facility from Ovivo USA, LLC in the amount of \$35,252.93.

BACKGROUND:

The West Side WRRF is designed to treat 10.0 million gallons of wastewater per day. As part of the treatment process, the wastewater passes through one of two fine screening devices that remove debris such as wipes, rags and toys from the wastewater. This debris is removed to protect downstream equipment, to meet regulatory water quality permits, to protect Goose Creek (where fully treated water is ultimately discharged), and to remove debris from biosolids allowing the biosolids to be sent to the Biosolids Management Site and receive further treatment to be sold as a Class A Biosolid fertilizer.

One of the Brackett Green fine screening devices has a damaged upper rotating shaft assembly that needs to be replaced. The assembly includes but is not limited to the upper shaft, sprockets, bearings and housing, seals, etc.

DISCUSSION:

Ovivo USA, LLC is the sole source provider of Ovivo parts necessary to repair the Brackett Green fine screen at the West Side WRRF (see attached letter). The City received a quote for the repair parts in the amount of \$35,252.93.

BUDGET/STAFF IMPACT:

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

Attachments:

Repair Quote

Sole Source Provider Letter

Customer Quote

ATTENTION: Brian Daniels

PHONE NO: 479-443-3292

SOLD TO CUSTOMER NUMBER 101615 CH2MHill 1400 N Fox Hunter Rd Fayetteville AR 72701 USA	SHIP TO CH2MHill 1400 N Fox Hunter Rd Fayetteville AR 72701 USA
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QUOTE # QSSW100172	DATE 8/10/2017	TERMS Net 30 days	CUSTOMER RFQ	SALESPERSON .ETEC	CURRENCY USD
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L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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Ovivo can also provide you with installation labor services.
Please contact us for additional turn-key pricing.

1. Shipment: Approximately 17 WEEKS after receipt of purchase order and any required data. Lead times can vary depending on time of order placement and current inventory levels.

2. Quantities: The prices are based on the quantities shown and are subject to increase if a lesser quantity is required.

3. FCA: shipping point

4. Freight: ALLOWED, standard ground shipping only.

5. Packing: Made ready for standard transport.

6. Items quoted per customer provided part numbers.

7. This quote is valid for 30 Days. However, stainless steel parts pricing is valid for 10 days.

8. \$100.00 Minimum Order

9. All sales are final.

DATE: 8/16/2017

Customer Quote

ATTENTION: Brian Daniels

PHONE NO: 479-443-3292

SOLD TO	CUSTOMER NUMBER 101615	SHIP TO
	CH2MHill	CH2MHill
	1400 N Fox Hunter Rd	1400 N Fox Hunter Rd
	Fayetteville AR 72701	Fayetteville AR 72701
	USA	USA

QUOTE #	DATE	TERMS	CUSTOMER RFQ	SALESPERSON	CURRENCY
QSSW100172	8/10/2017	Net 30 days		,ETEC	USD

L#	Items	Quantity	U/M	Lead Time	Unit Price	Total Value
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Ovivo can also provide you with installation labor services.

Please contact us for additional turn-key pricing.

2	PART # "QUOTATION"	1	EA	17 WEEKS	35,252.93	35,252.93
	ASS. HEAD SHAFT DWG 315-008, W/BEARINGS					

Please submit purchase order to:

Your point of contact is:

Brandon Hogenson

Inletworks Project Engineer

Email: Brandon.Hogenson@ovivowater.com

Phone: 801-931-3051

Fax: 801-931-3080

Drawing: N/A

Sale Amount:	35,252.93
Total Amount:	35,252.93
	USD

DATE: 8/16/2017

- A) The Ovivo USA, LLC Terms and Conditions of Sale are attached and made essential parts of the Ovivo USA, LLC proposal or purchase order confirmation. These terms and conditions replace and supersede any terms and conditions or warranty included in Buyer's or Owner's purchase order, requests for quotation or specifications and cannot be changed without written approval from an authorized representative of Ovivo USA, LLC.
- B) GST and all other taxes are extra, if applicable.
- C) Pricing valid for acceptance 30 days from date of the proposal document, and will be subject to change thereafter.
- D) Shipping shall be (FCA) Free Carrier at point of manufacture unless otherwise stated above. Insurance is the responsibility of Buyer.
- E) Payment terms are stated above.
- F) Duty, freight and brokerage costs are for Buyer's account unless stated otherwise herein.
- G) Minimum billing of \$100 per order.
- H) Notwithstanding any liabilities or responsibilities it has assumed hereunder, Ovivo USA, LLC shall in no event be responsible to Buyer or any third party in contract or in tort, or otherwise, for loss or damage sustained as a result of the operation of the equipment, loss of use, expenses involved in loss of capital claims or Buyer's or Owner's loss of profit or revenues, or any other indirect, incidental, special or consequential loss or damage, whether arising from defects, delay, or any other cause whatsoever.
- I) Current Ovivo USA, LLC paint specifications shall apply unless otherwise specified.
- J) Any and all stock or "off the shelf" parts returned to Ovivo USA, LLC are subject to a re-stocking fee equal to 25% of their respective invoice price. All other parts, including but not limited to customized and special manufactured parts, shall, at the sole discretion of Ovivo USA, LLC be (i) subject to a restocking fee of 45% of their respective invoice price or (ii) non-refundable.

PLEASE ADDRESS AND SUBMIT YOUR PURCHASE ORDER TO THE ADDRESS INDICATED ABOVE.



Terms & Conditions of Sale

1. ACCEPTANCE. The proposal of **Ovivo USA, LLC** ("SELLER"), as well as these terms and conditions of sale (collectively the "Agreement"), constitutes SELLER's contractual offer of goods and associated services, and PURCHASER's acceptance of this offer is expressly limited to the terms of the Agreement. The scope and terms and conditions of this Agreement represent the entire offer by SELLER and supersede all prior solicitations, discussions, agreements, understandings and representations between the parties. Any scope or terms and conditions included in PURCHASER's acceptance/purchase order that are in addition to or different from this Agreement are hereby rejected.

2. DELIVERY. Any statements relating to the date of shipment of the Products (as defined below) represent SELLER'S best estimate, but is not guaranteed, and SELLER shall not be liable for any damages due to late delivery. The Products shall be delivered to the delivery point or points in accordance with the delivery terms stated in SELLER'S proposal. If such delivery is prevented or postponed by reason of Force Majeure (as defined below), SELLER shall be entitled at its option to tender delivery to PURCHASER at the point or points of manufacture, and in default of PURCHASER'S acceptance of delivery to cause the Products to be stored at such a point or points of manufacture at PURCHASER'S expense. Such tender, if accepted, or such storage, shall constitute delivery for all purposes of this agreement. If shipment is postponed at request of PURCHASER, or due to delay in receipt of shipping instructions, payment of the purchase price shall be due on notice from SELLER that the Products are ready for shipment. Handling, moving, storage, insurance and other charges thereafter incurred by SELLER with respect to the Products shall be for the account of PURCHASER and shall be paid by PURCHASER when invoiced.

3. TITLE AND RISK OF LOSS. SELLER shall retain the fullest right, title, and interest in the Products to the extent permitted by applicable law, including a security interest in the Products, until the full purchase price has been paid to SELLER. The giving and accepting of drafts, notes and/or trade acceptances to evidence the payments due shall not constitute or be construed as payment so as to pass SELLER'S interests until said drafts, notes and/or trade acceptances are paid in full. Risk of loss shall pass to PURCHASER at the delivery point.

4. PAYMENT TERMS. SELLER reserves the right to ship the Products and be paid for such on a pro rata basis, as shipped. If payments are not made by the due date, interest at a rate of two percent (2%) per month, calculated daily, shall apply from the due date for payment. PURCHASER is liable to pay SELLER'S legal fees and all other expenses in respect of enforcing or attempting to enforce any of SELLER'S rights relating to a breach or threatened breach of the payment terms by PURCHASER. .

5. TAXES. Unless otherwise specifically provided in SELLER'S quotation/proposal, PURCHASER shall pay and/or reimburse SELLER, in addition to the price, for all sales, use and other taxes, excises and charges which SELLER may pay or be required to pay to any government directly or indirectly in connection with the production, sale, transportation, and/or use by SELLER or PURCHASER, of any of the Products or services dealt with herein (whether the same may be regarded as personal or real property). PURCHASER agrees to pay all property and other taxes which may be levied, assessed or charged against or upon any of the Products on or after the date of actual shipment, or placing into storage for PURCHASER'S account.

6. MECHANICAL WARRANTY. Solely for the benefit of PURCHASER, SELLER warrants that new equipment and parts manufactured by it and provided to PURCHASER (collectively, "Products") shall be free from defects in material and workmanship. The warranty period shall be twelve (12) months from startup of the equipment not to exceed eighteen (18) months from shipment. If any of SELLER'S Products fail to comply with the foregoing warranty, SELLER shall repair or replace free of charge to PURCHASER, EX WORKS SELLER'S FACTORIES or other location that SELLER designates, any Product or parts thereof returned to SELLER, which examination shall show to have failed under normal use and service operation by PURCHASER within the Warranty Period; provided, that if it would be impracticable for the Product or part thereof to be returned to SELLER, SELLER will send a representative to PURCHASER'S job site to inspect the Product. If it is determined after inspection that SELLER is liable under this warranty to repair or replace the Product or part thereof, SELLER shall bear the transportation costs of (a) returning the Product to SELLER for inspection or sending its representative to the job site and (b) returning the repaired or replaced Products to PURCHASER; however, if it is determined after inspection that SELLER is not liable under this warranty, PURCHASER shall pay those costs. For SELLER to be liable with respect to this warranty, PURCHASER must make its claims to SELLER with respect to this warranty in writing no later than thirty (30) days after the date PURCHASER discovers the basis for its warranty claim and in no event more than thirty (30) days after the expiration of the Warranty Period. In addition to any other limitation or disclaimer with respect to this warranty, SELLER shall have no liability with respect to any of the following: (i) failure of the Products, or damages to them, due to PURCHASER'S negligence or willful misconduct, abuse or improper storage, installation, application or maintenance (as specified in any manuals or written instructions that SELLER provides to the PURCHASER); (ii) any Products that have been altered or repaired in any way without SELLER'S prior written authorization; (iii) The costs of dismantling and reinstallation of the Products; (iv) any Products damaged while in transit or otherwise by accident; (v) decomposition of Products by chemical action, erosion or corrosion or wear to Products or due to conditions of temperature, moisture and dirt; or (vi) claims with respect to parts that are consumable and normally replaced during maintenance such as filter media, filter drainage belts and the like, except where such parts are not performing to SELLER'S estimate of normal service life, in which case, SELLER shall only be liable for the pro rata cost of replacement of those parts based on SELLER'S estimate of what the remaining service life of those parts should have been; provided, that failure of those parts did not result from any of the matters listed in clauses (i) through (v) above. With regard to third-party parts, equipment, accessories or components not of SELLER'S design, SELLER'S liability shall be limited solely to the assignment of available third-party warranties. **THE PARTIES AGREE THAT ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHETHER WRITTEN, ORAL OR STATUTORY, ARE EXCLUDED TO THE FULLEST EXTENT PERMISSIBLE BY LAW.** All warranties and obligations of SELLER shall terminate if PURCHASER fails to perform its obligations under this Agreement including but not limited to any failure to pay any charges due to SELLER. SELLER'S quoted price for the Products is based upon this warranty. Any increase in warranty obligation may be subject to an increase in price.

7. CONFIDENTIAL INFORMATION. All nonpublic information and data furnished to PURCHASER hereunder, including but not limited to price, size, type and design of the Products is the sole property of SELLER and submitted for PURCHASER'S own confidential use solely in connection with this Agreement and is not to be made known or available to any third party without SELLER'S prior written consent.

8. PAINTING. The Products shall be painted in accordance with SELLER'S standard practice, and purchased items such as motors, controls, speed reducers, pumps, etc., will be painted in accordance with manufacturers' standard practices, unless otherwise agreed in writing.

9. DRAWINGS AND TECHNICAL DOCUMENTATION. When PURCHASER requests approval of drawings before commencement of manufacture, shipment may be delayed if approved drawings are not returned to SELLER within fourteen (14) days of receipt by PURCHASER of such drawings for approval. SELLER will furnish only general arrangement, general assembly, and if required, wiring diagrams, erection drawings, installation and operation-maintenance manuals for SELLER'S equipment (in English language). SELLER will supply six (6) complete sets of drawings and operating instructions. Additional sets will be paid for by PURCHASER. Electronic files, if requested from SELLER, will be provided in pdf, jpg or tif format only.

10. SET OFF. This Agreement shall be completely independent of all other contracts between the parties and all payments due to SELLER hereunder shall be paid when due and shall not be setoff or applied against any money due or claimed to be due from SELLER to PURCHASER on account of any other transaction or claim.

11. SOFTWARE. PURCHASER shall have a nonexclusive and nontransferable license to use any information processing program supplied by SELLER with the Products. PURCHASER acknowledges that such programs and the information contained therein is Confidential Information and agrees: a) not to copy or duplicate the program except for archival or security purposes; b) not to use the program on any computer other than the computer with which it is supplied; and c) to limit access to the program to those of its employees who are necessary to permit authorized use of the program. PURCHASER agrees to execute and be bound by the terms of any software license applicable to the Products supplied.

12. PATENT INDEMNITY. SELLER will defend at its own expense any suit instituted against PURCHASER based upon claims that SELLER'S Product hereunder in and of itself constitutes an infringement of any valid apparatus claims of any United States patent issued and existing as of the date of this Agreement, if notified promptly in writing and given all information, assistance, and sole authority to defend and settle the same, and SELLER shall indemnify the PURCHASER against such claims of infringement. Furthermore, in case the use of the Products is enjoined in such suit or in case SELLER otherwise deems it advisable, SELLER shall, at its own expense and discretion, (a) procure for the PURCHASER the right to continue using the Products, (b) replace the same with non-infringing Products, (c) modify the Product so it becomes non-infringing, or (d) remove the Products and refund the purchase price less freight charges and depreciation. SELLER shall not be liable for, and PURCHASER shall indemnify SELLER for, any claim of infringement related to (a) the use of the Products for any purpose other than that for which it was furnished by SELLER, (b) compliance with equipment designs not furnished by SELLER or (c) use of the Products in combination with any other equipment. The foregoing states the sole liability of SELLER for patent infringement with respect to the Products

13. GENERAL INDEMNITY. Subject to the rights, obligations and limitations of liabilities of the parties set forth in this Agreement, PURCHASER shall protect and indemnify SELLER, its ultimate parent, its ultimate parent's subsidiaries and each of their respective officers, directors, employees and agents, from and against all claims, demands and causes of action asserted by any entity to the extent of PURCHASER'S negligence or willful misconduct in connection with this Agreement.

14. DEFAULT, TERMINATION. In the event that PURCHASER becomes insolvent, commits an act of bankruptcy or defaults in the performance of any term or condition of this Agreement, the entire unpaid portion of the purchase price shall, without notice or demand, become immediately due and payable. SELLER at its option, without notice or demand, shall be entitled to sue for said balance and for reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where the Products are located and to take immediate possession of and remove the Products, with or without legal process; and/or retain all payments made as compensation for the use of the Products; and/or resell the Products, without notice or demand, for and on behalf of the PURCHASER, and to apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale and all expenses of retaking possession, repairs necessary to put the Products in saleable condition, storage charges, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance then due to SELLER for the Products and to receive from the PURCHASER the deficiency between such net proceeds of sale and such balance. PURCHASER hereby waives all trespass, damage and claims resulting from any such entry, repossession, removal, retention, repair, alteration and sale. The remedies provided in this paragraph are in addition to and not limitations of any other rights of SELLER.

15. CANCELLATION. PURCHASER may terminate this Agreement for convenience upon giving SELLER thirty (30) days prior written notice of such fact and paying SELLER for all costs and expenses (including overhead) incurred by it in performing its work and closing out the same plus a reasonable profit thereon. All such costs and expenses shall be paid to SELLER within ten (10) days of the termination of the Agreement, or be subject to an additional late payment penalty of five percent (5%) of the total amount of costs and expenses owed.

16. REMEDIES. The rights and remedies of the PURCHASER in connection with the goods and services provided by SELLER hereunder are exclusive and limited to the rights and remedies expressly stated in this Agreement.

17. INSPECTION. PURCHASER is entitled to make reasonable inspection of Products at SELLER'S facility. SELLER reserves the right to determine the reasonableness of the request and to select an appropriate time for such inspection. All costs of inspections not expressly included as an itemized part of the quoted price of the Products in this Agreement shall be paid by PURCHASER.

18. WAIVER. Any failure by SELLER to enforce PURCHASER'S strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

19. COMPLIANCE WITH LAWS. If applicable laws, ordinances, regulations or conditions require anything different from, or in addition to, that called for by this Agreement, SELLER will satisfy such requirements at PURCHASER'S written request and expense.

20. FORCE MAJEURE. If SELLER is rendered unable, wholly or in material part, by reason of Force Majeure to carry out any of its obligations hereunder, then on SELLER'S notice in writing to PURCHASER within a reasonable time after the occurrence of the cause relied upon, such obligations shall be suspended. "Force Majeure" shall include, but not be limited to, acts of God, laws and regulations, strikes, civil disobedience or unrest, lightning, fire, flood, washout, storm, communication lines failure, delays of the PURCHASER or PURCHASER'S subcontractors, breakage or accident to equipment or machinery, wars, police actions, terrorism, embargos, and any other causes that are not reasonably within the control of the SELLER. If the delay is the result of PURCHASER'S action or inaction, then in addition to an adjustment in time, SELLER shall be entitled to reimbursement of costs incurred to maintain its schedule.

21. INDEPENDENT CONTRACTOR. It is expressly understood that SELLER is an independent contractor, and that neither SELLER nor its principals, partners, parents, subsidiaries, affiliates, employees or subcontractors are servants, agents, partners, joint ventures or employees of PURCHASER in any way whatsoever.

22. SEVERABILITY. Should any portion of this Agreement, be held to be invalid or unenforceable under applicable law then the validity of the remaining portions thereof shall not be affected by such invalidity or unenforceability and shall remain in full force and effect. Furthermore, any invalid or unenforceable provision shall be modified accordingly within the confines of applicable law, giving maximum permissible effect to the parties' intentions expressed herein.

23. CHOICE OF LAW, CHOICE OF VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to its rules regarding conflicts or choice of law. The parties submit to the jurisdiction and venue of the state and federal courts located in Salt Lake City, Utah.

24. ASSIGNMENT. PURCHASER shall not assign or transfer this Agreement without the prior written consent of the SELLER. Any attempt to make such an assignment or transfer shall be null and void. SELLER shall have the authority to assign, or otherwise transfer, its rights and obligations in connection with this Agreement, in whole or in part, upon prior written notice to PURCHASER.

25. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, SELLER SHALL HAVE NO FURTHER LIABILITY IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE COST OF CORRECTING ANY DEFECTS, OR IN THE ABSENCE OF ANY DEFECT, IN EXCESS OF THE VALUE OF THE PRODUCTS SOLD HEREUNDER, NOTWITHSTANDING ANY LIABILITIES OR RESPONSIBILITIES ASSUMED BY SELLER HEREUNDER, SELLER SHALL IN NO EVENT BE RESPONSIBLE TO PURCHASER OR ANY THIRD PARTY, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF PLANT SHUTDOWN, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, SERVICE INTERRUPTIONS, COST OF PURCHASED OR REPLACEMENT POWER, COST OF MONEY, LOSS OF USE OF CAPITAL OR REVENUE OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OR DAMAGE, WHETHER ARISING FROM DEFECTS, DELAY, OR FROM ANY OTHER CAUSE WHATSOEVER.

Revision Date - September 2010

Ovivo USA, LLC

4246 Riverboat, Suite 300
Salt Lake City, Utah
84123 USA

Telephone: 801.931.3319
Facsimile: 801.931.3080
www.ovivowater.com

OVIVO Worldwide Experts
in Water Treatment

September 15, 2017

Re: Sole Source Letter

Dear: City of Fayetteville AR,

Please be advised that OVIVO USA, LLC is the exclusive manufacturer and seller of all OVIVO® parts used in water and wastewater treatment processes that are compatible with many product brands including: EIMCO®, Dorr-Oliver®, Bracket Green®, Bracket Bosker®, Jones + Attwood™, Haigh™, and Flender.

Sincerely,

OVIVO USA , LLC

Aftermarket Inlet Engineer

Brandon Hogenson

Phone 801-931-3351

Fax 801-931-3080

Brandon.Hogenson@ovivowater.com



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0502

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 3

BID #17-55 A&A SERVICE ELECTRIC INC.:

A RESOLUTION TO AWARD BID #17-55 AND AUTHORIZE A CONTRACT WITH A&A SERVICE ELECTRIC, INC. IN THE AMOUNT OF \$810,483.00 FOR THE INSTALLATION OF LIGHTING ALONG THE MUD CREEK TRAIL AND THE NORTHERN PORTION OF THE RAZORBACK REGIONAL GREENWAY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$16,209.66, 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 #17-55 and authorizes Mayor Jordan to sign a contract with A&A Service Electric, Inc. in the amount of \$810,483.00 for the installation of lighting along the Mud Creek Trail and the northern portion of the Razorback Regional Greenway, and further approves a project contingency in the amount of \$16,209.66.

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

2017-0502

Legistar File ID

October 3th, 2017

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

Matt Mihalevich

9/15/2017

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 17-55 and authorizing a contract with A&A Service Electric Inc. in the amount of \$810,483.00 with a 2% project contingency in the amount \$16,209.66 and approval of a budget adjustment in the amount of \$110,000 for the installation of lighting along the entirety of the Mud Creek Trail and the northern portion of the Razorback Regional Greenway.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Cap Imp

Account Number

Fund

15017

Mud Creek Trail Lighting

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 747,020.00

Funds Obligated \$ 28,513.00

Current Balance \$ 718,507.00

Does item have a cost? Yes

Item Cost \$ 826,692.66

Budget Adjustment Attached? Yes

Budget Adjustment \$ 110,000.00

Remaining Budget \$ 1,814.34

V20140710

Previous Ordinance or Resolution # 209-16

Original Contract Number:

Approval Date:

Comments:

MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: September 15th, 2017

SUBJECT: 2017-0502 Mud Creek Trail Lighting

RECOMMENDATION:

Approval of a resolution awarding Bid 17-55 and authorizing a contract with A&A Service Electric Inc. in the amount of \$810,483.00 with a 2% project contingency in the amount \$16,209.66 and approval of a budget adjustment in the amount of \$110,000 for the installation of lighting along the entirety of the Mud Creek Trail and the northern portion of the Razorback Regional Greenway.

BACKGROUND:

Based on strong citizen support for lighting of the Mud Creek Trail, a capital improvement project was established in the 2015 with a budget of \$250,000 allocated. In 2016, the City was awarded an 80/20 Transportation Alternatives Grant in the amount of \$500,000. The grant funding has allowed the scope of the lighting project to include all of Mud Creek Trail as well as the northern portion of the Razorback Greenway for 3.4 miles of new trail lighting.

Currently 8 miles of the 43 mile Fayetteville trail system includes lighting. The Razorback Regional Greenway includes lighting from the starting point south of Walker Park extending 5 1/2 miles to the north side of the Fulbright Expressway. Many trail users have expressed their desire for expanding the lighting north along the Razorback Regional Greenway and east along the Mud Creek Trail to Old Missouri Road. In a 2015 trail user survey, expanding the trail lighting ranked as the fourth most desired improvement to the trail system.

As one of the first trails constructed in the city, the Mud Creek Trail has numerous businesses destinations, many of which are open all hours of the day and night. The inclusion of trail lighting will provide safe and accessible way for employees and customers to access these business destinations all hours utilizing the trail. Mud Creek Trail also serves a large residential population who use the trail regularly for recreation and transportation. A recent count on Mud Creek Trail showed an average of 365 trail users per day during the months of March to April of 2016 with a peak of over 2,000 users on April 1st 2016. Two major apartment buildings have recently opened adjacent to Mud Creek Trail and provide an estimated 635 units or 1,270 new

residents to the area that will be able to enjoy the trail during all hours with the addition of lighting.

DISCUSSION:

A willingness to apply for funding for the Mud Creek Trail lighting project was approved on May 17th, 2016 by resolution 104-16. In September of 2016, the City was awarded the full amount requested in the amount of \$500,000 through the Transportation Alternatives Program administered through the Arkansas Transportation Department.

BUDGET/STAFF IMPACT:

Formal bids were opened on September 14th, 2017 with six bidders responding and A&A Service Electric Inc. was the lowest responsive bidder. With the combined Transportation Alternatives Program funding (\$500,000) and 2015 capital improvement project funds (\$250,000), the total for the project funding is \$750,000. A budget adjustment has been included to transfer \$110,000.00 from the Cato Springs Trail to provide sufficient funding to award bid 17-55. Enough funding will remain in the Cato Springs Trail project to complete the trail.

Attachments:

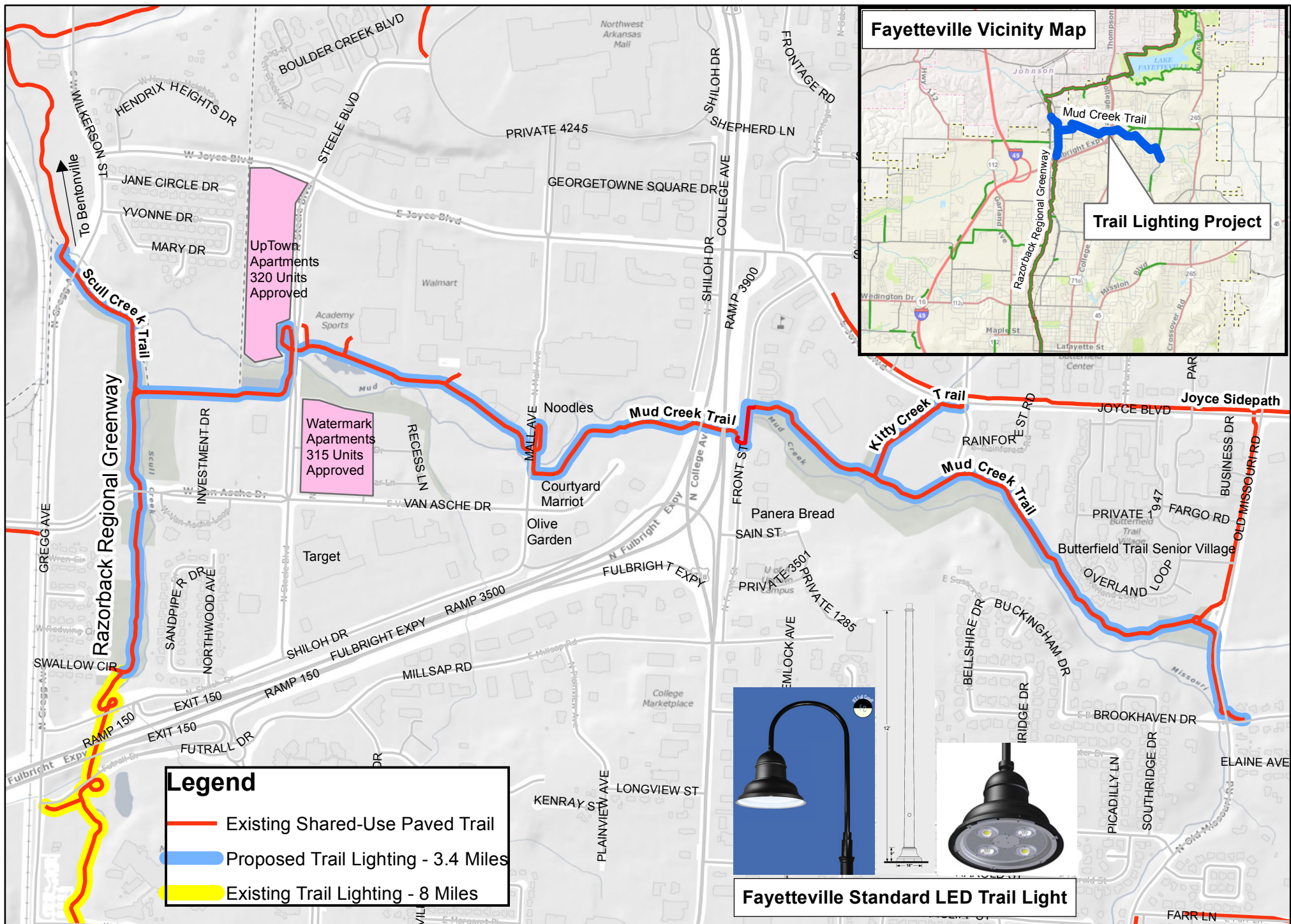
Mud Creek Trail Lighting Map

Bid 17-55 Bid Tabulation

A&A Service Electric Inc. - signed agreement

Budget Adjustment







Construction - Mud Creek Trail Lighting
Bid No. 17-55
Official Bid Tabulation

Lionel Jordan, Mayor
Number of Addendums: 2

Certification of Funds: \$720,000.00
Max Bid Award Limit: \$900,000.00

Bid No. 17-55
Date: 09.14.2017
Time: 2:00 PM, local time

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	A+A Service Electric, Inc		All Service Electric, Inc		Boulder Construction, Inc.		King Electric Contractors, Inc.		Nabholz Construction Corp.		Premier IEC	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Clearing and Grubbing Trees (All Vegetation Obscuring Lights)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 64,440.00	\$ 64,440.00	\$ 12,539.00	\$ 12,539.00	\$ 4,123.19	\$ 4,123.19		\$ -
2	Mobilization (Not to Exceed 5% of Total Bid)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 53,000.00	\$ 53,000.00	\$ 41,000.00	\$ 41,000.00	\$ 18,253.00	\$ 18,253.00	\$ 37,549.80	\$ 37,549.80		\$ -
3	Erosion Control Measures	LS	1	\$ 8,000.00	\$ 8,000.00	\$ 9,500.00	\$ 9,500.00	\$ 10,954.80	\$ 10,954.80	\$ 6,646.00	\$ 6,646.00	\$ 9,063.85	\$ 9,063.85		\$ -
4	*LED Trail Light Fixture (Type A)	EA	178	\$ 1,550.00	\$ 275,900.00	\$ 2,150.00	\$ 382,700.00	\$ 1,572.97	\$ 279,988.66	\$ 1,675.00	\$ 298,150.00	\$ 2,251.84	\$ 400,827.52		\$ -
5	*Direct Bury Pole (Type A)	EA	178	\$ 810.00	\$ 144,180.00	\$ 1,050.00	\$ 186,900.00	\$ 598.51	\$ 106,534.78	\$ 801.00	\$ 142,578.00	\$ 1,210.66	\$ 215,497.48		\$ -
6	*Surface Mount Pole (On Bridge) (Type B)	EA	3	\$ 1,300.00	\$ 3,900.00	\$ 3,075.00	\$ 9,225.00	\$ 693.80	\$ 2,081.40	\$ 663.00	\$ 1,989.00	\$ 1,015.73	\$ 3,047.19		\$ -
7	*Surface Mount LED Light Fixture (Type B) (Mounted Under Bridges)	EA	6	\$ 600.00	\$ 3,600.00	\$ 986.00	\$ 5,916.00	\$ 437.12	\$ 2,622.72	\$ 1,242.00	\$ 7,452.00	\$ 1,153.32	\$ 6,919.92		\$ -
8	*Wall Mount LED Light Fixture (Type C) (Mounted on Bridge Abutments)	EA	6	\$ 450.00	\$ 2,700.00	\$ 1,850.00	\$ 11,100.00	\$ 192.40	\$ 1,154.40	\$ 2,086.00	\$ 12,516.00	\$ 1,809.99	\$ 10,859.94		\$ -
9	Select Grading & Seed	ACRE	1	\$ 3,500.00	\$ 3,500.00	\$ 15,500.00	\$ 15,500.00	\$ 43,942.71	\$ 43,942.71	\$ 7,362.00	\$ 7,362.00	\$ 4,856.92	\$ 4,856.92		\$ -
10	Bridge Pole Mounting Brackets (Fabrication and Installation)	EA	3	\$ 500.00	\$ 1,500.00	\$ 900.00	\$ 2,700.00	\$ 541.30	\$ 1,623.90	\$ 518.00	\$ 1,554.00	\$ 817.92	\$ 2,453.76		\$ -
11	Directional Boring	LF	800	\$ 20.00	\$ 16,000.00	\$ 27.50	\$ 22,000.00	\$ 17.03	\$ 13,624.00	\$ 25.00	\$ 20,000.00	\$ 117.33	\$ 93,864.00		\$ -
12	1-1/4" Conduit (Schedule 40 PVC)	LF	20,000	\$ 6.60	\$ 132,000.00	\$ 8.00	\$ 160,000.00	\$ 2.75	\$ 55,000.00	\$ 5.52	\$ 110,400.00	\$ 1.55	\$ 31,000.00		\$ -
13	1-1/4" Fiberglass Conduit (Exposed on Bridges)	LF	3,500	\$ 6.17	\$ 21,595.00	\$ 12.50	\$ 43,750.00	\$ 10.10	\$ 35,350.00	\$ 13.88	\$ 48,580.00	\$ 7.19	\$ 25,165.00		\$ -
14	9"x11" Polymer Concrete Pull Box w/ 2 Penta Bolts	EA	200	\$ 165.00	\$ 33,000.00	\$ 450.00	\$ 90,000.00	\$ 178.82	\$ 35,764.00	\$ 219.00	\$ 43,800.00	\$ 175.28	\$ 35,056.00		\$ -
15	No. 10 AWG Copper Conductor	LF	6,600	\$ 0.86	\$ 5,676.00	\$ 0.50	\$ 3,300.00	\$ 0.50	\$ 3,300.00	\$ 0.47	\$ 3,102.00	\$ 0.75	\$ 4,950.00		\$ -
16	No. 8 AWG Copper Conductor	LF	19,440	\$ 0.96	\$ 18,662.40	\$ 0.62	\$ 12,052.80	\$ 0.70	\$ 13,608.00	\$ 0.69	\$ 13,413.60	\$ 0.71	\$ 13,802.40		\$ -
17	No. 6 AWG Copper Conductor	LF	9,360	\$ 1.16	\$ 10,857.60	\$ 0.90	\$ 8,424.00	\$ 1.03	\$ 9,640.80	\$ 0.94	\$ 8,798.40	\$ 0.78	\$ 7,300.80		\$ -
18	No. 4 AWG Copper Conductor	LF	7,920	\$ 1.55	\$ 12,276.00	\$ 1.40	\$ 11,088.00	\$ 1.41	\$ 11,167.20	\$ 1.28	\$ 10,137.60	\$ 0.78	\$ 6,177.60		\$ -
19	No. 3 AWG Copper Conductor	LF	8,400	\$ 1.75	\$ 14,700.00	\$ 1.65	\$ 13,860.00	\$ 1.71	\$ 14,364.00	\$ 1.50	\$ 12,600.00	\$ 0.74	\$ 6,216.00		\$ -
20	No. 2 AWG Copper Conductor	LF	14,880	\$ 2.20	\$ 32,736.00	\$ 2.00	\$ 29,760.00	\$ 2.01	\$ 29,908.80	\$ 1.81	\$ 26,932.80	\$ 0.71	\$ 10,564.80		\$ -
21	*Electrical Service Equipment Pedestals	EA	5	\$ 4,600.00	\$ 23,000.00	\$ 5,410.00	\$ 27,050.00	\$ 5,004.84	\$ 25,024.20	\$ 3,751.00	\$ 18,755.00	\$ 3,626.09	\$ 18,130.45		\$ -
22	Traffic Control and Maintenance	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 9,666.00	\$ 9,666.00	\$ 11,868.00	\$ 11,868.00		\$ -		\$ -
23	Insurance & Bonding	LS	1	\$ 12,200.00	\$ 12,200.00	\$ 25,000.00	\$ 25,000.00	\$ 11,469.25	\$ 11,469.25	\$ 26,892.00	\$ 26,892.00	\$ 16,079.34	\$ 16,079.34		\$ -
TOTAL BASE BID				\$ 810,483.00		\$ 1,145,325.80		\$ 822,229.62		\$ 864,318.40		\$ 963,505.96		\$ 758,434.40	
Clarification on Bid Submittal: *Highlighting Indicates Corrected Calculation Error				* Lowest qualified responsible responsive bidder. Recommended for bid award. Calculation errors corrected based on unit pricing.				* Calculation errors corrected based on unit pricing.				* Bidder failed to use required revised Bid Form. Calculation errors corrected based on unit pricing.		* Bidder failed to use required revised Bid Form and did not provide unit pricing	

CERTIFIED

Andrea Rennie, CPPO, CPPB, Purchasing Manager

Witness

Date

9/15/17

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: MUD CREEK TRAIL LIGHTING

Contract No.: _____

THIS AGREEMENT is dated as of the 15th day of September in the year 2017 by and between The City of Fayetteville, Arkansas and ABA Service Electric, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:
1. Mobilization/Demobilization
 2. Clearing & Grubbing of vegetation for placement of conduit and lighting
 3. Trenching of electrical conduit
 4. Installation of electrical conduit, identification tape and pull boxes.
 5. Dressing up the soil around the trench area providing proper compaction, seed and straw.
 6. Installation of fiberglass light poles and fixtures.
 7. Installation of power service panels
 8. Pulling of the electrical wire
 9. Complete site restoration including, topsoil, select grading, sod and seed.

ARTICLE 2 - ENGINEER

- 2.01 The Project has been designed by the Shane Lanning of Engineering Elements, who is hereinafter called Engineer. The Engineer assumes all duties and responsibilities,

DOCUMENT 00500 – AGREEMENT (continued)

and has the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work will be Substantially Completed within **120** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and completed and ready for final payment in accordance with the GENERAL CONDITIONS within **150** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Two Hundred Dollars (\$200.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as

DOCUMENT 00500 – AGREEMENT (continued)

recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 90% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.
2. Upon Substantial Completion, The City of Fayetteville shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
1. This Agreement.
 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 3. Performance, Payment, and other Bonds.
 4. General Conditions.
 5. Supplementary Conditions.
 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title:

MUD CREEK TRAIL LIGHTING

DOCUMENT 00500 – AGREEMENT (continued)

8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all

DOCUMENT 00500 – AGREEMENT (continued)

remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

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

OTHER PROVISIONS: Not Applicable.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on September 15th, 2017, which is the Effective Date of the Agreement.

A & A Service Electric Inc.

CITY OF FAYETTEVILLE _____

Name Written: Alex Guojardo

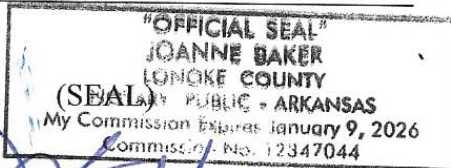
Name Written: Lioneld Jordan

Signature: [Signature]

Signature: _____

Title: President

Title: Mayor



(SEAL)

Attest [Signature]

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

Address for giving notices

11420 Jack Duncan Rd.
Cabot, AR 72023

113 W. Mountain Street

Fayetteville AR, 72701

License No. 0075980418

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Agent for Service of process

Alex Guayardo, SR.
501-529-1089

(If Contractor is a corporation,
attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

Budget Year	Division	Adjustment Number
2017	TRANSPORTATION SERVICES (410)	
	/Org2	
	Requestor: Matt Mihalevich	

The Mud Creek Trail Lighting Project (15017) requires additional funding to award bid 17-55. Funds are available in the Cato Springs Trail Project (02016.1501) and this request is to transfer \$110,000 to project 15017 so installation of the Mud Creek Trail Lighting can proceed.

	COUNCIL DATE:	10/3/2017
	LEGISTAR FILE ID#:	2017-0502
		Liz Hutchens
		9/15/2017 3:49 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: 2017-0512

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 4

HEARTH HOMELESS HOUSING PROGRAM:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE COMMUNITY RESOURCES DIVISION TO HIRE A THIRD CASE MANAGER TO PROVIDE HOUSING SERVICES FOR HOMELESS FAYETTEVILLE RESIDENTS

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 addition of 1.0 full time equivalent position to the Community Resources Division to hire a third case manager to provide housing services for the homeless in Fayetteville.

City of Fayetteville Staff Review Form

2017-0512

Legistar File ID

10/3/2017

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

Yolanda Fields

9/15/2017

Community Resources /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an additional case manager position for the Hearth Homeless Housing Program.

Budget Impact:

2180.642.4940 - Salary Accounts

2180 - CDBG

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 217,678.00

Funds Obligated \$ 119,396.11

Current Balance \$ 98,281.89

Does item have a cost? Yes

Item Cost \$ 41,976.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 56,305.89

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Yolanda Fields, Community Resources Director
DATE: September 7, 2017
SUBJECT: **Hearth Program – Additional Case Manager Position**

RECOMMENDATION:

Staff recommends approval of an additional Case Manager position.

BACKGROUND:

The City of Fayetteville Hearth Program has been serving the homeless community since February of 2016. We currently have two Case Managers. One case manager has Transitional Housing (TH) and Permanent Supportive Housing (PSH) clients. The second case manager has all Permanent Supportive Housing (PSH) clients. Over the course of the past year and a half it has been determined that twenty (20) cases is the maximum load for a case manager.

DISCUSSION:

The Hearth Program has a Transitional Housing grant that totals \$40,494, a Permanent Supportive Housing (PSH) grant that totals \$194,360.00 and two (2) Permanent Supportive Housing Bonus grants that are \$33,513 and \$37,134 respectively. Transitional Housing grant has been utilized to capacity. Based on the average annual housing costs we will expense an estimated total of \$116,316 on the current PSH grant. This results in an estimated grant funding balance of \$148,691. The PSH grant balance in combination with the two PSH Bonus grants confirms the need for an additional case manager.

Case Manager salary and benefits total \$41,976 and will be paid out of Community Development Block Grant funds.

BUDGET/STAFF IMPACT:

None

Attachments:

New Personnel Request Form

2017 Mid-Year Budget - New Personnel Request Form

Case Manager

REQUEST DESCRIPTION

Approval of an additional case manager position for the Hearth Homeless Housing Program.

REQUESTED BUDGET TOTAL

\$ 41,976

POSITION CONTROL INPUTS:

Organization Set: 2180.642.4940 - Community Resources - Housing Services

Request Type: New Position

Position Sequence: 642-0556-03

Job Description (Job#/Grade#) Case Manager (#0556 / J417)

Budgeted Hourly Rate to Use: Min

\$ 18.63

FTE 1.00

Annual Hours 2,080

Benefit Group: 100 - GEN EMP FT 40 HRS (NON-EXEMPT)

Health Insurance: NQ - NOT QUALIFIED

Pension Plan: NQ - NOT QUALIFIED

Overtime Hours:

RATES:

Grade Range (Min-Mrk-Max)

J417

\$18.63 - \$22.45 - \$26.93

\$38,750 - \$46,696 - \$56,014

PERSONNEL BUDGET CALCULATIONS:

SALARY TOTAL	2180.642.4940.5100.00	\$ 38,750
OVERTIME TOTAL	2180.642.4940.5101.00	-
SALARY OVERTIME TOTAL		38,750
FICA TAXES	2180.642.4940.5105.00	2,403
MEDICARE TAXES	2180.642.4940.5105.01	562
LIFE BUDGET	2180.642.4940.5108.03	119
HEALTH BUDGET		-
LTD BUDGET	2180.642.4940.5108.01	136
ADD BUDGET	2180.642.4940.5108.02	6
PENSION BUDGET		-

PERSONNEL TOTAL \$ 41,976



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0509

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5915 FOR APPROXIMATELY 2.38 ACRES LOCATED WEST OF 825 SOUTH RAZORBACK ROAD FROM I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO UT, URBAN THOROUGHFARE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from I-1, Heavy Commercial & Light Industrial to UT, Urban Thoroughfare.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2017-0509

Legistar File ID

10/3/2017

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

Andrew Garner

9/15/2017

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 17-5915: Rezone (S. OF 825 S. RAZORBACK RD./RAZORBACK RD. REZONE, 560): Submitted by LAMB DEVELOPMENT, INC. for property SOUTH OF 825 S. RAZORBACK RD. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 2.38 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF OCTOBER 3, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, Planning Director

FROM: Quin Thompson, Planner

DATE: September 15, 2017

SUBJECT: RZN 17-5915: Rezone (S. OF 825 S. RAZORBACK RD./RAZORBACK RD. REZONE, 560): Submitted by LAMB DEVELOPMENT, INC. for property SOUTH OF 825 S. RAZORBACK RD. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 2.38 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

The City Planning staff and Planning Commission recommend approval of an ordinance to rezone the subject property to UT, Urban Thoroughfare, as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is a long and narrow parcel located with street frontage on both Beechwood Avenue and Razorback Road south of Martin Luther King Boulevard. The property is within the I-1 zoning district and contains approximately 2.38 acres. The property is currently in use by the Frisco Railroad and is entirely covered by rail road rail right-of-way.

Request: The request is to rezone the property from I-1, Heavy Commercial and Light Industrial to UT, Urban Thoroughfare. The applicant has stated that the property is seeking a new zoning district in order to prepare the site for development.

Land Use Compatibility: The proposed zoning is compatible with surrounding land uses. The parcel is located in an area that is among those with the highest intensity of use found in the City and is adjacent to major traffic corridors, making it an ideal location for the land uses allowed within the UT zoning district. Adjacent and nearby land uses include a powder coating business, multi-family dwelling units, a variety of restaurants, and a gas station.

Land Use Plan Analysis: The proposal is consistent with the goals of the City Plan 2030 Future Land Use Map. As this site is a current rail road right-of-way, it has no Future Land Use designation, however surrounding properties are designated as either Urban Center or Industrial Areas. The Urban Center designation encourages height, density, and variety of commercial and residential uses in order to create efficient and compact urban Industrial Areas to be rezoned for multi-family development, the proposed UT district is consistent with these zoning decisions. Industrial Area designation is not reflective of existing land uses or recent policy decisions by

the City Council to rezone much of this neighborhood from industrial districts to allow multi-family development.

DISCUSSION:

On September 11, 2017 the Planning Commission forwarded the applicant's request to the City Council with a recommendation for approval by a vote of 6-0-0. Commissioners Hoffman, Quinlan, and Niederman were not present.

BUDGET/STAFF IMPACT:

N/A

Attachments:

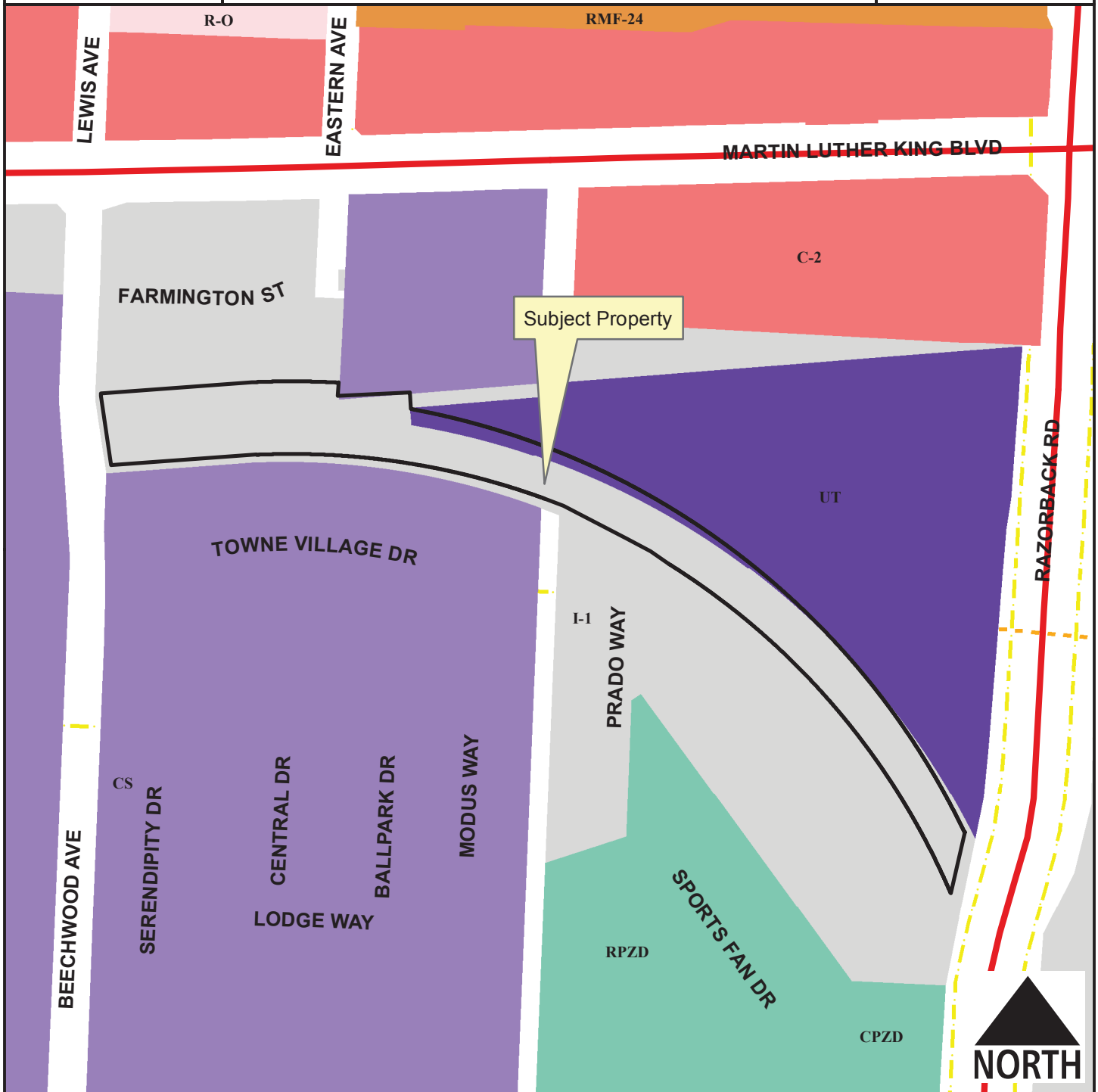
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 17-5915

Close Up View

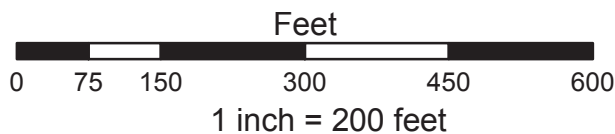
RAZORBACK RD. REZONE

17-5915
EXHIBIT 'A'



Legend

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



- RMF-24
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-2
- Urban Thoroughfare
- Community Services
- Commercial, Industrial, Residential

17-5915
EXHIBIT 'B'

LEGAL DESCRIPTION FOR REZONING:

A PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE SOUTH 40.12', THENCE S87°02'22"W 69.33' TO THE WEST RIGHT-OF-WAY OF RAZORBACK ROAD (ARKANSAS STATE HIGHWAY #112), THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: S02°28'44"W 160.44', S06°54'50"W 43.19', S02°43'24"W 303.91', S04°10'33"W 68.37', S09°41'46"W 56.26' TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S09°41'46"W 86.18', THENCE LEAVING SAID RIGHT-OF-WAY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1000.00' FOR A CHORD BEARING AND DISTANCE OF N43°34'43"W 598.55', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1213.27' FOR A CHORD BEARING AND DISTANCE OF N58°42'44"W 28.89', THENCE N64°25'11"W 36.92', THENCE N65°38'33"W 98.36', THENCE N72°09'17"W 26.39', THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1014.64' FOR A CHORD BEARING AND DISTANCE OF N84°16'26"W 403.00', THENCE S82°46'36"W 200.37' TO THE EAST RIGHT-OF-WAY OF SOUTH BEECHWOOD AVENUE, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING: N11°23'25"W 96.82', N04°14'37"W 3.44', THENCE LEAVING SAID RIGHT-OF-WAY N82°46'36"E 208.50', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1114.64' FOR A CHORD BEARING AND DISTANCE OF N87°16'11"E 119.27', THENCE S01°08'47"W 18.57', THENCE N84°14'34"E 99.77', THENCE S06°03'38"E 22.91', THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1057.14' FOR A CHORD BEARING AND DISTANCE OF S55°35'44"E 959.54' TO THE POINT OF BEGINNING, CONTAINING 2.38 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

5915

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

560

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):

Name: FRISCO RAILROAD

Address:

E-mail:

Phone:

()

()

Fax:

()

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

Name: LAMB Development + Consulting
RICHEL LAMB

Address: PO Box 4763

Fayetteville, AR 72702

E-mail: richie@fayettevillelandcompany.com

Phone:

() 790.7902

()

Fax:

() N/A

Site Address / Location:

Current Zoning District: I 1

Requested Zoning District: UT

Assessor's Parcel Number(s) for subject property:

705 - 14843 - 000

3.15AC

FINANCIAL INTERESTS

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

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): RENE LAMB

Date: Aug 15, 2017

Signature: 

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: _____

() _____

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: _____

() _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): _____ Date: _____

Signature: _____

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. *(If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)*

Property Owners of Record (attach additional info if necessary):

Name (printed): Arkansas and Missouri Railroad Company Address: 306 East Emma
Signature: G. Brent McCreedy Springdale, AR 72764
Date: Aug 21, 2017 President Phone: (479) 725-4000

Name (printed): G. Brent McCreedy Address: _____
Signature: _____
Date: _____ Phone: _____
()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Planner

MEETING DATE: ~~September 11, 2017~~ **UPDATED 9-13-2017**

SUBJECT: **RZN 17-5915: Rezone (S. OF 825 S. RAZORBACK RD./RAZORBACK RD. REZONE, 560):** Submitted by LAMB DEVELOPMENT, INC. for property SOUTH OF 825 S. RAZORBACK RD. The property is zoned I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL and contains approximately 3.15 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommends forwarding **RZN 17-5915** to the City Council with a recommendation of approval, based on the findings herein.

BACKGROUND:

Property and Background: The subject property is a long and narrow parcel located with street frontage on both Beechwood Avenue and Razorback Road south of Martin Luther King Boulevard. The property is within the I-1 zoning district and contains approximately 3.15 acres. The property is currently in use by the Frisco Railroad and is entirely covered by rail road rail right-of-way.

The north edge of the property shows a multi-use trail according to the Fayetteville Alternative Transportation and Trails (FATT) plan, and a portion of the site contains trails easement. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Industrial/Undeveloped/Storage	I-1 / UT
South	State of Arkansas(DMV), Multi-family housing	CS / I-1
East	Undeveloped/Storage	R-O / RMF-24,
West	Multi-family Housing	CS

Request: The request is to rezone the property from I-1, Heavy Commercial and Light Industrial to UT, Urban Thoroughfare. The applicant has stated that the property is seeking a new zoning district in order to prepare the site for development.

Public Comment: Staff has not received public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to Razorback Road, and Beechwood Avenue. Razorback Road is a fully improved principal arterial, and state highway, while Beechwood Avenue is a local street which has been fully improved with curb, sidewalk and storm drainage. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the property. There is an existing 12" diameter water main near the property frontage onto Razorback Road, and an existing 8" diameter water main near the property frontage onto Beechwood Avenue.

Sewer: Sanitary Sewer is available to the site. There is an existing 24" diameter sewer main near the property frontage onto Razorback Road, and an existing 6" diameter sewer main near the property frontage onto Beechwood Avenue.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. No portion of this property is identified as FEMA regulated floodplains. An unnamed protected stream runs east-west along the southern side of this property. No portion of this parcel lies within the Hillside-Hilltop Overlay District. GIS indicates the presence of Hydric Soils on site, which may be an indicator of wetland areas. Further review will be required at the time of development proposal.

Fire: The Fayetteville Fire Department does not feel this development will greatly affect our calls for service or our response times in the area. This site is located south of 825 S. Razorback Rd. The site will be protected by Engine 6, located at 900 S. Hollywood Ave. It is 0.7 miles from the station with an anticipated response time of 2 minutes.

Police: The Police Department had no comment.

CITY PLAN 2030 FUTURE LAND USE PLAN: As it is right-of-way, the site does not have a future land use designation within the *City Plan 2030 Future Land Use Plan*. *Properties to the north and south are designated as Urban Center and Industrial Areas, respectively.*

Urban Center Areas contain the most intense and dense development patterns within the City, as well as the tallest and greatest variety of buildings. They accommodate rowhouses, apartments, local and regional retail, including large-scale stores, hotels, clean tech industry and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility, usually automobile-dependent customers and large areas dedicated to parking. Although Urban Center Areas recognize the conventional big-box and strip retail centers developed along major arterials, it is expected that vacant properties will be developed into traditional mixed-use centers, allowing people to live, work and shop in the same areas. Additionally, infill of existing development centers should be strongly encouraged, since there is greater return for properties already served by public infrastructure.

Industrial Areas are those areas with buildings that by their intrinsic function, disposition or configuration, cannot conform to one of the other designated areas and/or its production process requires the area to be separated from other uses.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposal to rezone the property to UT, Urban Thoroughfare, will allow the property to be developed with commercial and/or residential uses that are consistent with City policies and goals for the neighborhood.

Land Use Compatibility: The proposed zoning is compatible with surrounding land uses. The parcel is located in an area that is among those with the highest intensity of use found in the City and is adjacent to major traffic corridors, making it an ideal location for the land uses allowed within the UT zoning district. Adjacent and nearby land uses include a powder coating business, multi-family dwelling units, a variety of restaurants, and a gas station.

Land Use Plan Analysis: The proposal is consistent with the goals of the City Plan 2030 Future Land Use Map. As this site is a current rail road right-of-way, it has no Future Land Use designation, however surrounding properties are designated as either Urban Center or industrial areas. The Urban Center designation encourages height, density, and variety of commercial and residential uses in order to create efficient and compact urban Industrial Areas to be rezoned for multi-family development, the proposed UT district is consistent with these zoning decisions.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed rezoning is justified by the fact that some of the area's current industrial zoning designation, and has been recently removed and has become less compatible with surrounding properties as redevelopment occurs. The proposed zoning will allow the owner to utilize the property for residential and commercial uses, which are compatible with the City Plan 2030 Future Land Use Map in the surrounding neighborhood.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The site access has access to Razorback Road, a fully improved five lane street, and to Beechwood Avenue, a fully improved street. The proposed zoning would allow uses likely to increase traffic, but it is unlikely that traffic danger or congestion would be appreciably increased, and future development has the potential to improve existing traffic conditions. Street improvements will be evaluated at the time of development.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from industrial to mixed use will allow for the development of residential and commercial uses, however development should not undesirably increase the load on public services. The Police and Fire Departments have expressed no objections to the proposal.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION:

Staff recommends forwarding RZN 17-5915 to the City Council with a recommendation for approval based on findings stated herein.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>September 11, 2017</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: BELDEN, MOTION TO FORWARD WITH RECOMMENDATION FOR APPROVAL.			
Second: SCROGGIN			
Vote: 6-0-0: COMMISSIONERS HOFFMAN, QUINLAN, AND NIEDERMAN WERE NOT PRESENT.			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>October 3, 2017</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.30, I-1, Heavy Commercial and Light Industrial
 - §161.24, UT, Urban Thoroughfare
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.30 - District I-1, Heavy Commercial & Light Industrial

(A) *Purpose.* The Heavy Commercial District is designed primarily to accommodate certain commercial and light industrial uses which are compatible with one another but are inappropriate in other commercial or industrial districts. The Light Industrial District is designed to group together a wide range of industrial uses, which do not produce objectionable environmental influences in their operation and appearance. The regulations of this district are intended to provide a degree of compatibility between uses permitted in this district and those in nearby residential districts.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 6	Agriculture
Unit 13	Eating places
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 21	Warehousing and wholesale
Unit 22	Manufacturing
Unit 25	Offices, studios and related services

Unit 27	Wholesale bulk petroleum storage facilities with underground storage tanks
Unit 42	Clean technologies

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front, when adjoining A or R districts	50 feet
Front, when adjoining C, I, or P districts	25 feet
Side, when adjoining A or R districts	50 feet
Side, when adjoining C, I, or P districts	10 feet
Rear	25 feet

(F) *Height Regulations.* There shall be no maximum height limits in I-1 District, provided, however, that any building which exceeds the height of 25 feet shall be set back from any boundary line of any residential district a distance of 1 foot for each foot of height in excess of 25 feet.

(G) *Building Area.* None.

(Code 1965, App. A., Art. 5(VIII); Ord. No. 2351, 6-2-77; Ord. No. 2430, 3-21-78; Ord. No. 2516, 4-3-79; Ord. No. 1747, 6-29-70; Code 1991, §160.039; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5472, 12-20-11; Ord. No. [5800](#), § 1(Exh. A), 10-6-15; Ord. No. [5945](#), §§ 5, 7, 1-17-17)

161.22 - Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services

Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 41	Accessory Dwellings
Unit 44	Cottage Housing Development
Unit 45	Small scale production

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar

Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 40	Sidewalk cafes
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	56/84 feet*
-------------------------	-------------

*A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of 56

feet. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of 84 feet.

Any building that exceeds the height of 20 feet shall be set back from any boundary line of a single-family residential district, an additional distance of one foot for each foot of height in excess of 20 feet.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, § 1(Exh. A), 10-6-15)



TO: Quin Thompson, Planner

FROM: Battalion Chief B. Sloat, Deputy Fire Marshal

DATE: September 5, 2017

SUBJECT: 17-5915 RZN South of 825 S. Razorback Rd. (Razorback Rd. Rezone)

This site is located south of 825 S. Razorback Rd. The site will be protected by Engine 6, located at 900 S. Hollywood Ave. It is 0.7 miles from the station with an anticipated response time of 2 minutes.

The Fayetteville Fire Department does not feel this development will greatly affect our calls for service or our response times in the area..



August 15, 2017

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

Re: S. Razorback Road – Rezoning Request

LAMB Development + Consulting and Frisco Railroad (owner) are hereby requesting rezoning of the subject property from I-1 to UT to allow for future development of the property.

The proposed zoning is needed to facilitate appropriate infill development, which will revitalize an underutilized site and help to maintain this area as a vibrant, safe and inviting place to live and work. UT zoning in this location will not exigently alter the population density or undesirably increase the load on public services and will conform to the surrounding properties in terms of land use, traffic, appearance and signage.

It would be impractical to use the land for any of the uses permitted under its existing zoning classification as this would deviate from traditional town form, encourage suburban sprawl and limit opportunities for attainable housing.

Sincerely,

A handwritten signature in blue ink, appearing to read "Richie Lamb", is written over a light blue circular stamp.

Richie Lamb

PO Box 4763 FAYETTEVILLE, AR 72702
479.790.7902
WWW.FAYETTEVILLELANDCOMPANY.COM

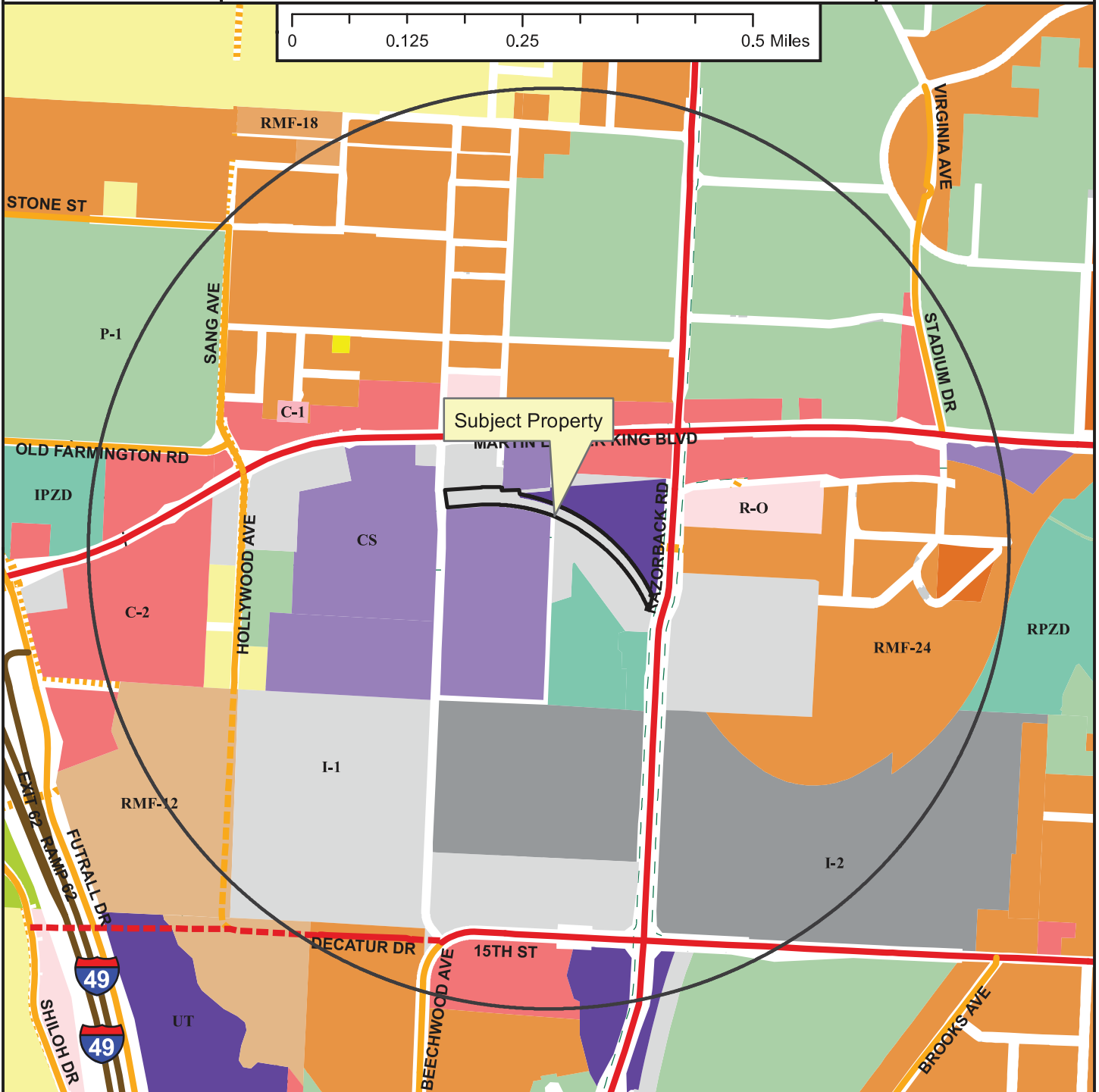
RZN 17-5915

One Mile View

RAZORBACK RD. REZONE

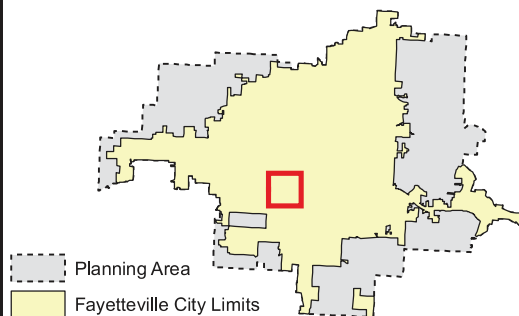


0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint



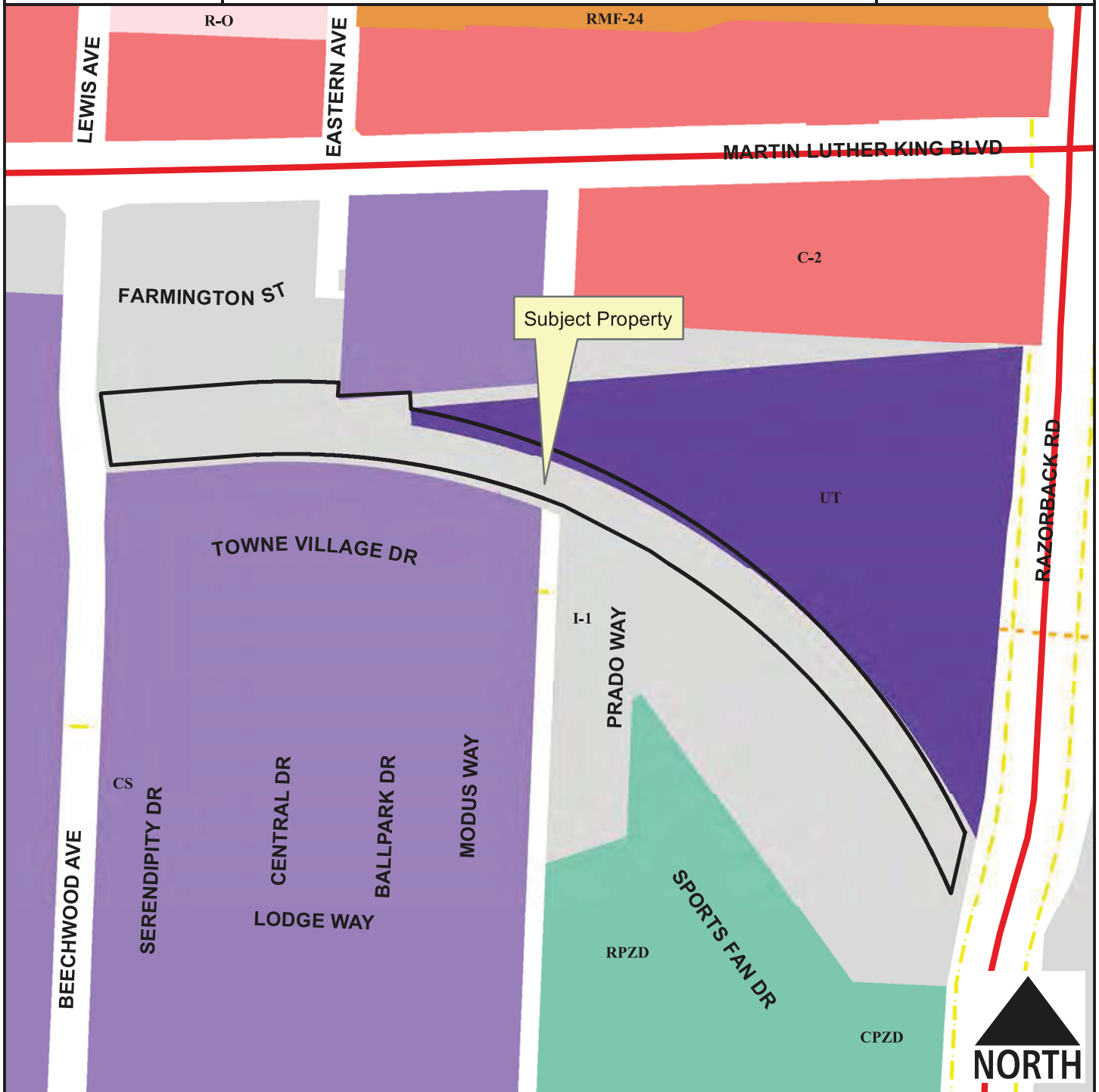
- | | |
|--|--|
| Zoning
RESIDENTIAL SINGLE-FAMILY
RSF-5 Residential-Agricultural
RSF-1
RSF-2
RSF-4
RSF-7
RSF-8
RSF-18
RESIDENTIAL MULTI-FAMILY
RT-12 Residential Two and Three-family
RMF-6
RMF-12
RMF-18
RMF-24
RMF-40
INDUSTRIAL
I-1 Heavy Commercial and Light Industrial
I-2 General Industrial | EXTRACTION
E-1
COMMERCIAL
CO-1 Residential-Office
C-1
C-2
C-3
FORM BASED DISTRICTS
Downtown Core
Urban Thoroughfare
Main Street Center
Downtown General
Community Services
Neighborhood Services
Neighborhood Conservation
PLANNED ZONING DISTRICTS
Commercial, Industrial, Residential
INSTITUTIONAL
P-1 |
|--|--|

Planning Commission
September 11, 2017

RZN 17-5915

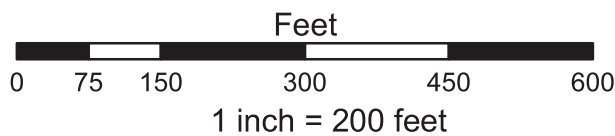
RAZORBACK RD. REZONE

Close Up View



Legend

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



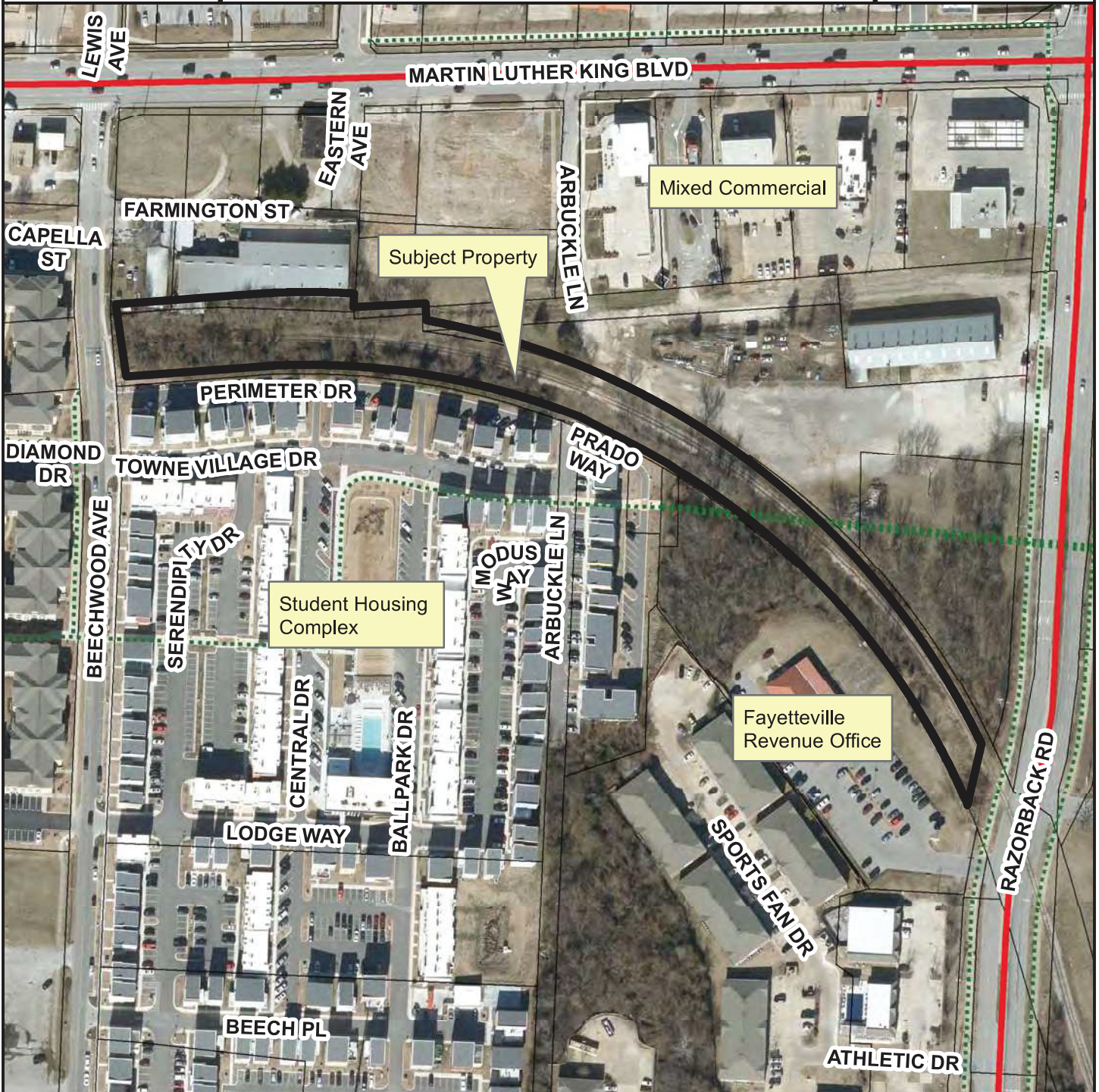
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- Residential-Office
- C-2
- Urban Thoroughfare
- Community Services
- Commercial, Industrial, Residential

Planning Commission
September 11, 2017

RZN 17-5915

Current Land Use

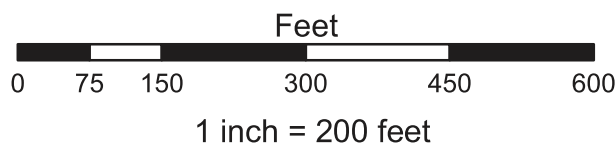
RAZORBACK RD. REZONE



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

Streets Existing MSP Class

PRINCIPAL ARTERIAL



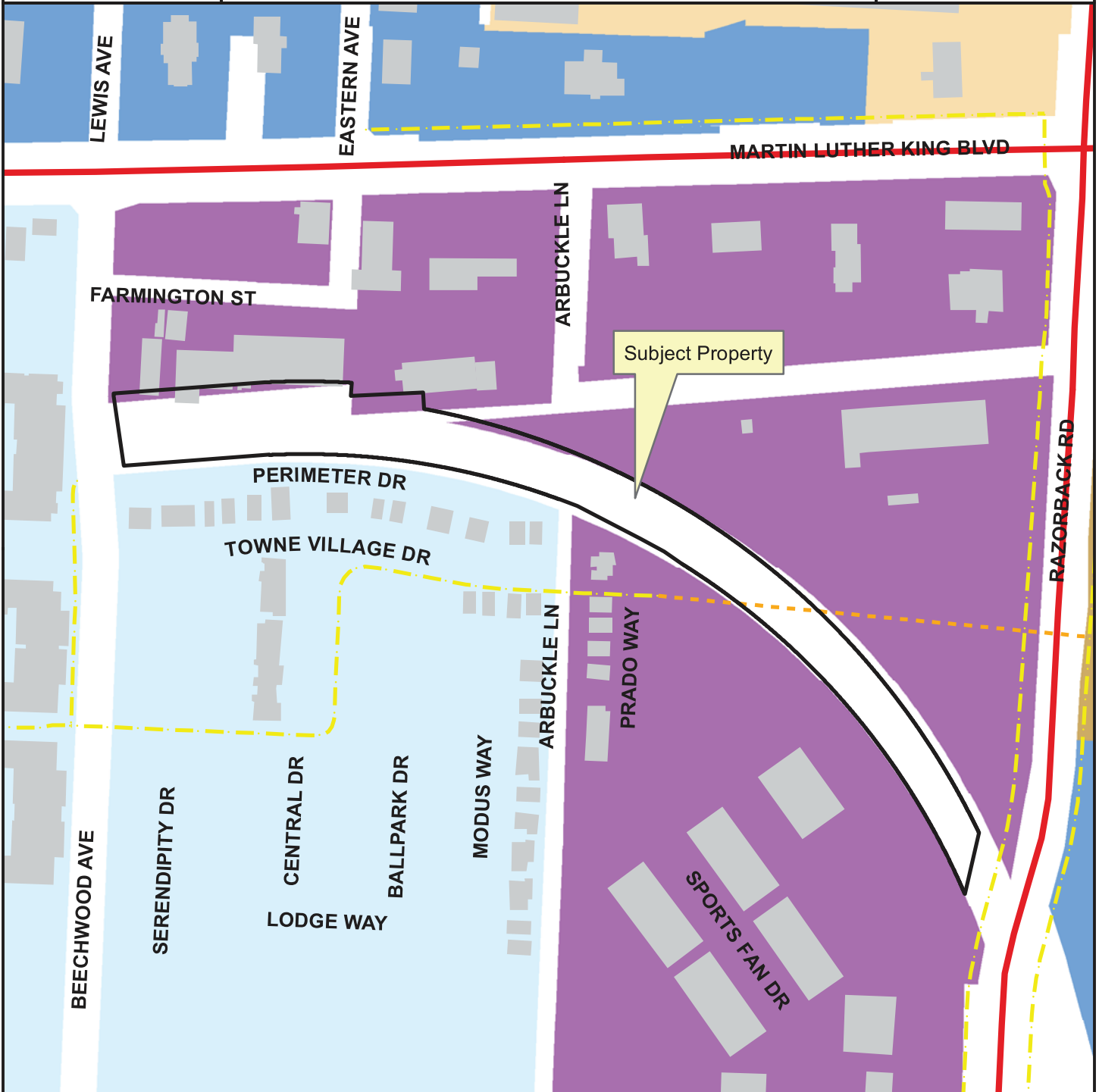
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

RZN 17-5915

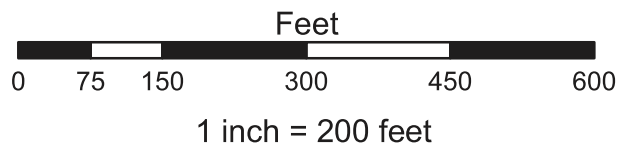
Future Land Use

RAZORBACK RD. REZONE



Legend

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



FUTURE LAND USE 2030

- City Neighborhood Area
- Urban Center Area
- Industrial
- Civic Institutional
- Non-Municipal Government

Planning Commission
September 11, 2017



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0518

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 6

COMMERCE DISTRICT LAND SELL:

A RESOLUTION TO SELL ABOUT 9.6 ACRES OF LAND IN THE COMMERCE DISTRICT TO CLOUD CITY LP FOR \$153,600.00

WHEREAS, Cloud City LP has offered to purchase approximately 9.6 acres in the Commerce District and plans to build a 49,000-square foot facility to be used by Applied Process, Inc. for a specialized heat treatment known as Austempering; and

WHEREAS, the proposed project would lead to the initial hiring of ten to fifteen workers with average wages above the state and national averages, meets the Fayetteville First target sector of Specialized Technologies, and is supported by the Fayetteville Chamber of Commerce; and

WHEREAS, the City is selling this 9.6 acre parcel at a discount of about \$4,000.00 per acre from its normal selling price but the contract with Cloud City LP includes a clawback provision that could allow the City to be paid back a portion of the discounted price in the event the property is sold within ten years.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Land Sale Agreement (attached to this Resolution and made a part hereof) for the sale of about 9.6 acres to Cloud City LP for \$153,600.00, finds that the property is not needed for municipal purposes and should not be rezoned, and authorizes Mayor Jordan to sign the Land Sale Agreement, Warranty Deed and any other documents necessary to convey this 9.6 acre parcel.

City of Fayetteville Staff Review Form

2017-0518

Legistar File ID

10/3/2017

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

Devin Howland

9/15/2017

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVAL OF A RESOLUTION TO SELL APPROXIMATELY 9.6 ACRES OF LAND IN THE COMMERCE PARK LOCATED EAST OF 850 PUMP STATION ROAD TO CLOUD CITY LP FOR \$153,600.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE: September 15, 2017
SUBJECT: Sale of 9.6 acres of land in the Commerce District to Cloud City LP

RECOMMENDATION:

City staff recommends approval of a contract with Cloud City LP, who represents Applied Process Inc., for the sale of approximately 9.6 acres of land owned by the City of Fayetteville east of 850 E Pump Station Road in the Fayetteville Commerce Park, for a purchase price of \$153,600.

BACKGROUND:

The property (parcel 765-16566-000) is currently undeveloped. The City was recently approached by John Keogh to purchase the property. Mr. Keogh is the Manager/Trustee of Cloud City LP, a real estate and development company representing Applied Process Inc. Applied Process Inc. specializes in the metal austempering (heat treatment of metals) process and currently has operations in Michigan and Wisconsin. The company's plans include:

- Construction of a 49,000-sq. ft. facility with possible expansion plans in the next 10 years.
- Hiring of 10-15 employees with an average compensation of \$45,000 per year.

DISCUSSION:

The attached land sale agreement has been reached through negotiations between the City and John Keogh, representing the entity who plans to do business on the property. The proposal is to sell the property for approximately \$16,000 per acre, at a total price of \$153,600. This price represents a reduced rate from the currently advertised \$20,000 per acre of land in the Commerce District, but reflects the purchase price that the City Council approved for a nearby parcel in 2017 to AR-CANNA LLC. The Mayor's office is excited to welcome a new business to Fayetteville, meeting the goals of the Fayetteville First economic development plan, particularly in the Specialized Technology sector offering competitive wages. The staff believes the development of this type on the property will increase property value, contribute to our tax base and overall have a positive economic impact for Fayetteville as the Commerce District continues to develop over time.

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. As a purpose of the Commerce District is to encourage economic development that generates revenue for the City by providing new and expanded services, and finding that there is no identified use for the subject property for municipal purposes, this land is no longer needed for municipal purposes.

BUDGET/STAFF IMPACT:

\$153,600 in sale revenue will be paid to the fund that maintains ownership of the land.

Attachments:

- Land Sale Agreement
- Offer Letter
- Proof of Public Notice (sign, letter, newspaper notice)
- Location Map

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and Cloud City LP ("Cloud").

The City of Fayetteville agrees to sell a parcel of about 9.6 acres in the Fayetteville Commerce District to Cloud for ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$153,600.00) and Cloud's performance of all of the terms, conditions and promises set forth in this Agreement.

Cloud agrees to pay to the City of Fayetteville ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$153,600.00) for this 9.6-acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. Sale

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 9.6 acres (hereinafter the "**Development Site**") located in the Fayetteville Commerce District by warranty deed to Cloud for the amount of ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$153,600.00). This Development Site is shown on the map attached as Exhibit A and is legally described as follows:

Lot 2, Fayetteville Industrial Park-West, Fayetteville, Arkansas, as shown on the Final Plat of said Subdivision filed at Plat Book 10, Page 17 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

2. Purchase

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Cloud agrees to buy the Development Site for ONE HUNDRED FIFTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$153,600.00) to be paid to the City of Fayetteville on or before the Closing Date as follows:

A. Earnest money deposit: An earnest money deposit in the amount of ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) shall be paid by Cloud to the City of Fayetteville within five (5) business days of the City's approval of this agreement. If



the purchase and sale is consummated, this earnest money deposit shall be applied to the purchase price at closing. If the City or Cloud exercises its option to terminate the Agreement pursuant to paragraphs 8, 9 or 10, this earnest money deposit shall be refunded in full. If the transaction is not consummated for any other reason, the earnest money deposit shall be refunded less the City's actual incurred costs, if any, of obtaining the owner's title policy and title commitment.

B. **Balance:** The remaining balance of the purchase price in the amount of ONE HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$152,000.00) shall be paid to the City of Fayetteville on or before the Closing Date.

3. *Closing Date and Place*

Closing shall occur within 60 days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

4. *Date of Possession*

Possession of the Development Site shall be delivered to Cloud on the Closing date free of any tenancies or other third party possessory rights.

5. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Cloud. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount which may be paid at closing), the City shall have thirty (30) days from the date of Cloud's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Cloud may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Cloud.

6. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the Development Site by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Cloud and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Cloud shall be responsible for any revenue stamps resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

7. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

8. *Cloud's Due Diligence*

Cloud shall have thirty (30) days from the approval of this agreement to enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Cloud discovers any problems that would adversely impact its development and use of the Development Site for its facility, Cloud shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Cloud. Likewise, if the City does not remediate the problem, Cloud may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without resolution of the problem.

9. *Large Scale Development Approval*

Cloud (or its agent/lessee/representative) shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Cloud's intended use of the Development Site for its facility. The City shall reasonably cooperate with Cloud in Cloud's request for development approval of its facility. Cloud must present its development proposal through the normal City process and follow the Unified Development Code requirements. Cloud may defer Closing hereunder during such time as its Development plat and approvals are pending review by the City, and if such are not approved, Cloud may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without development plans approved by the City.

10. *Contingencies*

This contract is further contingent upon the following:

- A. Approval of purchase by the Applied Process Board of Directors within thirty (30) days of the approval of this agreement; and
- B. Initiation of the land development process by Cloud or its agent/lessee/representative within thirty (30) days of the approval of this agreement.

11. *Compensation to City of Fayetteville if Development Site is Sold Within 10 Years*

Cloud is aware that the Development Site is being sold by the City at a discount of approximately \$4,000.00 per acre below its normal selling price. If any portion of the land conveyed by this contract is sold by Cloud within the first five years of the date of closing, an independent appraisal of the land's value shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Cloud, and that allocable to the improvements subsequently added by Cloud. Cloud shall pay 75% of the increase in appraised value of the raw land (with prorated sales



cost deducted) to the City of Fayetteville. Cloud shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.

12. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Cloud City LP
ATTN: John R. Keough, PE
1407 W. Joy Road
Ann Arbor, MI 48105

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083

13. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

14. *Counterparts*

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

15. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

16. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

17. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

18. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

19. *Time of Essence*

Time is of the essence in this Agreement.

20. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Cloud at closing.

CLOUD CITY LP

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date: 9/14/2017

Date: _____

By: 
JOHN R. KEOUGH, Manager/Trustee

By: _____
LIONELD JORDAN, Mayor

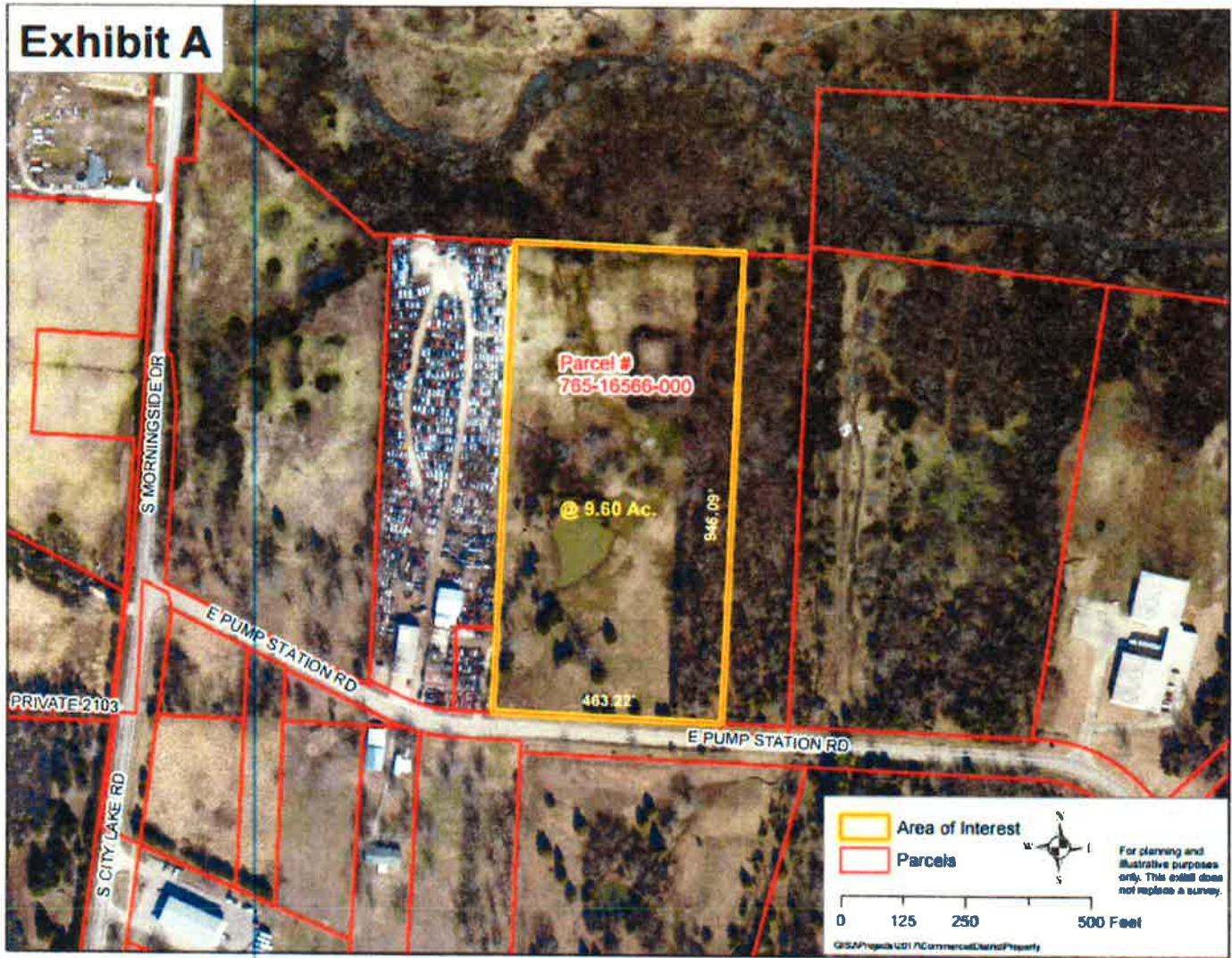
WITNESS:

ATTEST:

By: 

By: _____
Sonda E. Smith, City Clerk

Exhibit A



Cloud City LP
1407 W. Joy Road
Ann Arbor, MI 48105
+1 734 775 3437

Date: 01 September 2017

To: Fayetteville City Council

From: John R. Keough, Manager/Trustee

Re: Land Parcel # 765-16566-000, 9.6 acres on Pump Station Road

Ladies and Gentlemen of the City Council,

Cloud City LP (CCLP) has a contractual relationship with Applied Process Inc. (AP) to acquire land and build a building (suitable for their needs) to lease to them for their commercial heat treating operation.

AP is an established heat treatment company with current locations in Livonia, MI and Oshkosh, WI. They specialize in a high-end heat treatment called Austempering and work with many Original Equipment Manufacturers and tier suppliers in North America to develop and produce improved components for their end products.

CCLP's plan is to build an initial building of approximately 49,000 sq. ft. with space for possible expansion in the next 10 years. We plan to use an experienced contractor to build a steel industrial building for AP's use in heat treatment and value-added services. This facility will be well maintained by the lessee and a zero-output facility, as are AP's three other facilities. CCLP will have a minimum 7-year lease agreement with AP for the new facility.

AP will need docks for Class 8 truck access and adequate parking for employees. They anticipate beginning with 10-15 employees with growth to over 30 employees over the next five to ten years as business increases. The average compensation package for these employees will be more than \$45,000 per year.

Cloud City LLC will offer \$16,000 per acre (\$153,600) for the above parcel with a deposit of \$1,600 earnest money upon project approval by the Council. This offer is contingent on the following:

1. Approval of purchase (and the immediate initiation of the building project) by the Applied Process Board of Directors,
2. Satisfactory results on environmental and civil engineering land assessments (at the buyer's reasonable discretion) demonstrating that the site is

environmentally clean and appropriate for the construction of the industrial facility.

3. Evidence of clear title with no encumbrances.

These contingencies will be assessed and/or addressed within 30 days of the Council meeting. In the unlikely event that all of the contingencies are not met, the earnest money shall be returned to CCLP.

CCLP and AP believe that this type of manufacturing activity will be good for the Fayetteville area and support other manufacturers in the region. We are eager to proceed as expeditiously as possible.

We beg the City Council's pardon for this late submittal but CCLP only became aware of the property availability today and ask that the City Council consider this offer at the upcoming September Council meeting as timing is of the essence for this project.

Sincerely,

A handwritten signature in black ink, appearing to read 'J. Keough', with a large, stylized initial 'J' and a long, sweeping horizontal stroke.

John R. Keough, PE

President

734 775 3437

jkeough@joyworksstudio.com



September 15, 2017

The Honorable Lionel Jordan, Mayor
Members of the City Council, City of Fayetteville

Re: Sale of City land to Cloud City LP

Dear Mayor Jordan and Members of the City Council,

I write to recommend and urge you to approve the sale of a 9.6-acre parcel of land located in our Commerce Park to Cloud City LP. The offer to purchase is for \$153,600.00 dollars which \$16,000.00 per acre. That is a fair price.

Cloud City LP is acquiring this land to be used by Applied Process, Inc to initially build a 49,000-square foot building to provide a specialized heat treatment, known as Austempering, for original equipment manufacturers and tier suppliers in North America for their end products. The company anticipates beginning with 10 to 15 employees and expanding within the next 10 years and have the number of employees grow to over 30 employees. The average compensation package for these employees will more than \$45,000.00 per year.

As the City's economic development advisor, I recommend you approving this contract. This facility and company will both be welcomed additions to our City's Commerce District.

Respectfully yours,

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

Steve Clark
President and CEO



CERTIFICATE OF SIGN POSTING



I, Andrew Harrison

*attest that the above sign was posted on September 12, 2017 adjacent to
Pump Station Rd.*

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

City File No./ ADM 17-5940

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 13th day of September, 2017, and

addressed as follows:

Name: FLYING R RANCH LLC
17848 WHEELER RD
FAYETTEVILLE, AR 72704

Name: MATRIX INVESTMENT LLC
C/O WILLIAM JOHNSON 1197 Happy Hollow Rd.
FAYETTEVILLE, AR 72701

Name: FOSTER TRUST
827 E PUMP STATION RD
FAYETTEVILLE, AR 72701

Name: CHARLES THRASHER COMBS
4821 E TURQUOISE AVE
PARADISE VALLEY, AZ 85253

Andrew Harrison
(name of person completing the mailing)



(signature of person completing the mailing)

City File No. /Name: _____ ADM 17-5940



September 13, 2017

Re: Public Notice – Sale of municipally owned real property

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a Resolution and Contract to sell to Cloud City, LP. about 9.6 acres (parcel 765-16566-000) it owns on E. Pump Station Rd. for \$153,600. The property currently contains no structures. It is zoned I-2, General Industrial. Should the sale be approved, planned improvements include the development of a metal austempering facility.

This possible sale will be considered by the City Council during its 5:30 p.m. meeting held on October 3, 2017 in Room 219 of City Hall, located 113 W. Mountain Street.

If you wish to learn more about this proposed sale, please contact Devin Howland, Director of Economic Vitality at 479-575-8221. You may also attend the October 3, 2017 City Council meeting and ask questions or make comments when this resolution is presented for City Council consideration.

Sincerely,

Devin Howland
Director of Economic Vitality
City of Fayetteville, Arkansas

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

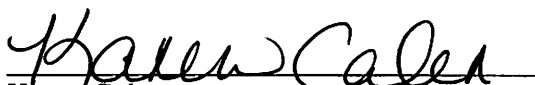
I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE
Public Hearing-17-5940

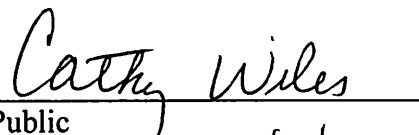
Was inserted in the Regular Edition on:

September 15, 2017

Publication Charges: \$ 54.60


Karen Caler

Subscribed and sworn to before me
This 15 day of Sept, 2017.


Notary Public
My Commission Expires: 2/20/2024

CATHY WILES
Arkansas - Benton County
Notary Public - Comm# 12397118
My Commission Expires Feb 20, 2024

****NOTE****

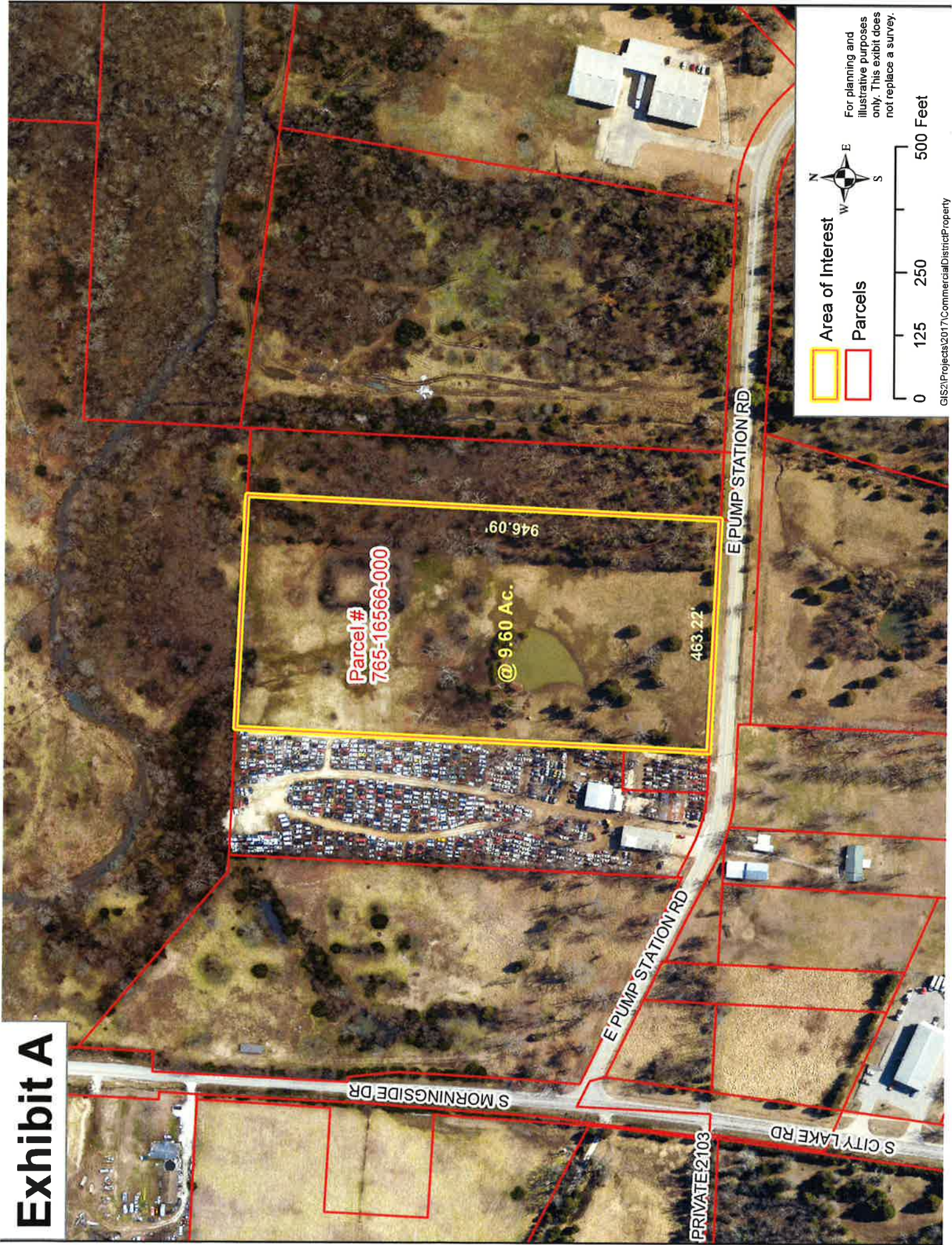
Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on October 3, 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 October 3, 2017 Fayetteville City Council meeting.

ADM 17-5940: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 603): Submitted by CITY STAFF for property located EAST OF 850 EAST PUMP STATION ROAD. The Fayetteville City Council is considering the sale of about 9.6 acres it owns EAST OF 850 EAST PUMP STATION ROAD to John Keough, Manager/Trustee of Cloud City LP, for \$153,600. The proposed use of the property is a metal austempering company. This possible sale will be considered by the City Council during its October 3, 2017 meeting at 113 W. Mountain Street, Room 219. 74270457 Sept. 14, 2017

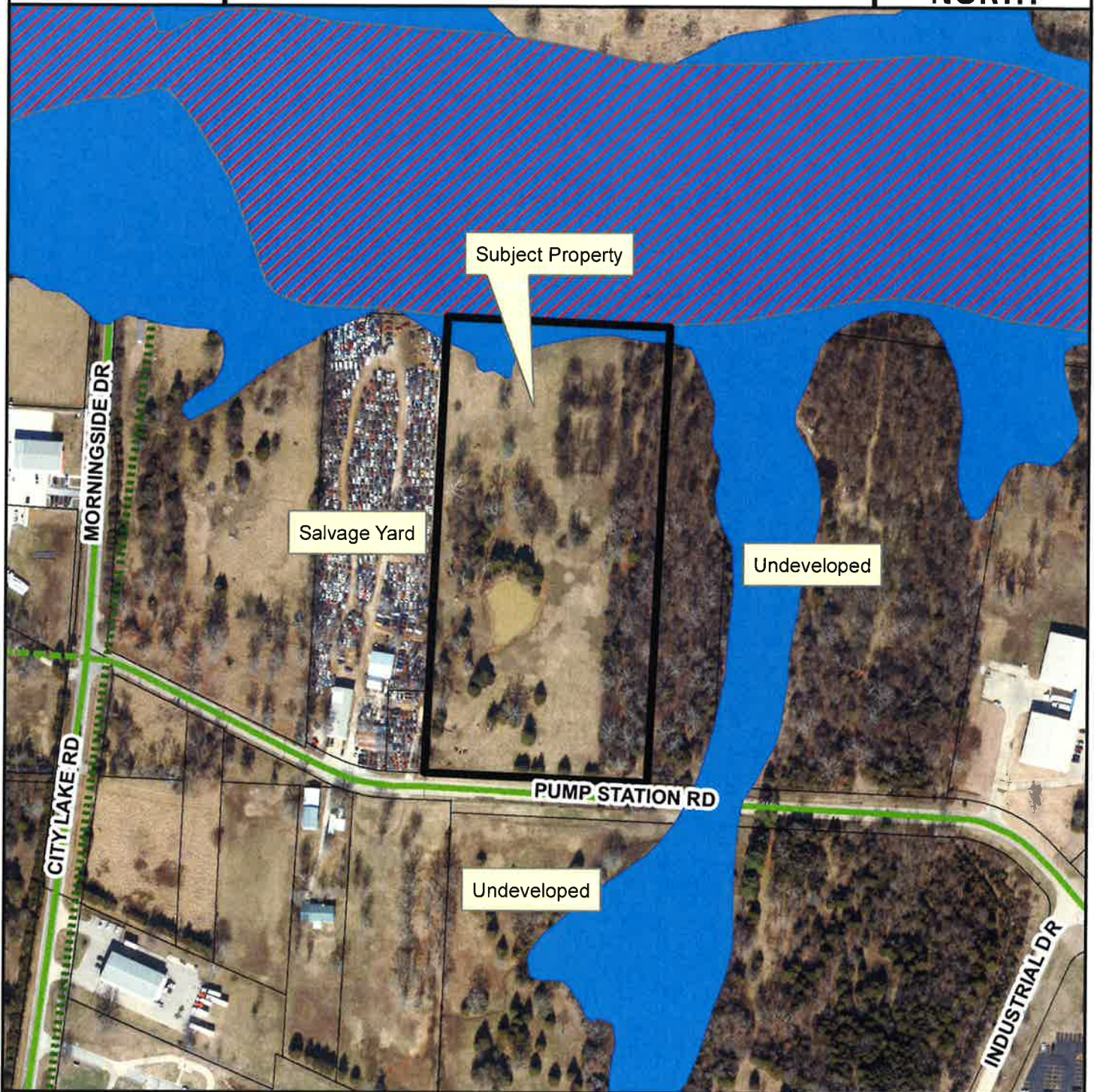
Exhibit A



ADM 17-5940

Current Land Use

CITY OWNED LAND SALE - CLOUD CITY, LP



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

Streets Planned

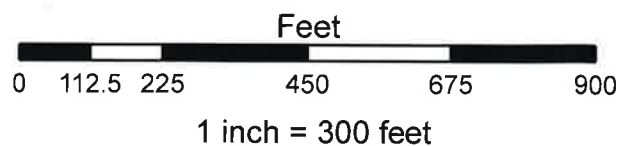
MSP Class

MINOR ARTERIAL

Streets Existing

MSP Class

MINOR ARTERIAL



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: 2017-0525

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 7

NETWORK EPISODIC TELEVISION SERIES:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED \$500,000.00 OVER A TWO-YEAR PERIOD

WHEREAS, the City of Fayetteville has been presented with an opportunity to participate in funding a network episodic television series to be filmed in Fayetteville; and

WHEREAS, a series of this size and caliber would have a very positive impact on the City of Fayetteville, our local business and the local economy; and

WHEREAS, the project has the support of the Arkansas Economic Development Commission, Governor Asa Hutchinson, the Fayetteville Chamber of Commerce, and the Fayetteville Convention & Visitors Bureau.

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 participate in funding for a network episodic television series being filmed in Fayetteville in an amount not to exceed \$500,000.00 over a two-year period.

City of Fayetteville Staff Review Form

2017-0525

Legistar File ID

10/3/2017

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

Devin Howland

9/15/2017

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVAL OF A RESOLUTION OF INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE FOR AN AMOUNT NOT TO EXCEED \$500,000 OVER A TWO YEAR PERIOD.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Devin Howland, Director of Economic Vitality

DATE: September 15, 2017

SUBJECT: Network Episodic Television Series (Eight Episodes) funding for production in Fayetteville

RECOMMENDATION:

City Staff is recommending the approval of a resolution of intent to participate in funding for a Network Episodic Television series in Fayetteville Arkansas not to exceed \$500,000- with \$250,000 being spent in 2017 and \$250,000 being spent in 2018.

BACKGROUND:

The Fayetteville Chamber of Commerce and the Arkansas Film Commission within the Arkansas Economic Development Commission contacted the City of Fayetteville in July of 2017 regarding a potential Network Episodic Television series being filmed in Fayetteville Arkansas. Arkansas is currently in a competition with another state for the project. This resolution of intent will serve as a piece of the total incentive package being developed by the Arkansas Economic Development Commission. This project has the support of Governor Asa Hutchinson, the Arkansas Economic Development Commission, the Fayetteville Chamber of Commerce and the Convention and Visitors Bureau.

DISCUSSION:

A film series of this size and caliber will have a very positive economic impact on the City of Fayetteville, our local businesses and our economy. There are both economic and ancillary benefits to this project. On the economic side, film incentives create both short-run and long-run economic and fiscal benefits that include increased tourism, development of film industry infrastructure such as studios and service providers, and attraction of production activities. The benefits also transcend both the public and private sectors:

- Private Sector Benefits:
 - Additional jobs in the City of Fayetteville
 - Increased payroll in the community
 - Increased spending in our retail, service, accommodation, and lodging establishments
- Public Sector Benefits:
 - Promotion of the City of Fayetteville

- Increased sales and HMR tax revenue
- Quality jobs for Fayetteville residents
- Unique educational opportunity for students interested in film

The Arkansas Economic Development Commission commissioned studies on the economic impact of film projects, the study was conducted by the Institute for Economic Advancement. The study found that for each dollar spent in the industry, there is an additional \$0.91 generated elsewhere in the state economy through output impact. These output impacts will create a multiplier effect in the City of Fayetteville economy. Using this study, AEDC has calculated a total economic impact of \$177,703,104.

This series production has a total budget of \$70,000,000 and will take place over a nine-month period. The entire production crew totals over 236 people with a total payroll of \$37,676,319. The entire production crew will be lodging and spending their income in our local businesses. Over 100 jobs will be filled locally, these jobs offer extremely high wages for a nine-month period. Many of these jobs will be filled by Fayetteville residents who will not only receive quality compensation, but the experience of a lifetime.

Fayetteville's businesses will also benefit greatly from this project, with an estimated amount of \$19,847,938 being spent locally on materials. This total does not include production crew expenditures for lodging, meals, services, and retail shopping.

Lastly, the City of Fayetteville will be showcased in a beautiful light- bringing global attention to our community. The Mayor's office is excited about the opportunity welcome this network episodic television series to our community as well as the economic benefits of the series being filmed in Fayetteville. Staff believes this type of project will bring global awareness to our community, and increase sales and HMR tax revenue and have a very positive impact on our economy.

BUDGET/STAFF IMPACT:

\$250,000 will be deducted from reserves in 2017 and \$250,000 will be deducted from reserves in 2018.

Attachments:

Exhibit A: Economic Impact Model Results

ERA Model Results: Network Episodic Television Series

Budget	\$69,851,849
Additional Spending	\$64,263,701
Earnings Direct Spending	\$15,367,407
Induced/Indirect	\$26,543,703
Additional Sales Tax	\$1,676,444
Total Spend+Impact	\$177,703,104
FTE Jobs	985
FTE Wage Average (\$/hr)	\$34.00

Economic Research Associates- Arkansas Film Economic Impact Study

Based on the impacts in output, earnings and employment in the motion picture and video production industries, the following implications and conclusions may be drawn:

- **Output Impact:**

The total impacts for the State of Arkansas are about \$1.9 million based on the estimated expenditures of \$1 million. For each \$1 dollar spent in the industry, there is an additional \$0.91 created elsewhere in the State economy through induced and indirect impacts. This compares to a national figure of \$1.58 of output for sector as a whole. This indicates that Arkansas is able to capture approximately 67 percent of the total economic activity associated with film expenditures based on the existing industrial structure of the state. Note that this leakage would not impact any proposed incentive program that focuses on in state spending. Any economic development program would focus on the direct in-state expenditures and would not offer advantages for out-of-state expenditures. This percentage capture can be expected to grow over time as the industry develops in the state and as more firms and productions are able to take advantage of any Arkansas expenditure incentives for motion picture production.

- **Earnings Impact:**

In the State of Arkansas, \$1 million in expenditures generates \$224,000 in earnings direct spending. This in turn generates an additional \$380,000 in induced and indirect impacts, or about \$0.38 for every \$1 spent in the area.

- **Employment Impact:**

Every \$1 million spent on the motion picture and video productions industries generates about 14.1 FTE jobs in the state. The average annual wage for workers in the State of Arkansas in this industry ranges between \$27,000 to \$45,000 annually depending on the position.

- **Sales Tax Impact:**

Based on the intermediate inputs that are subject to sales and use tax in the state of Arkansas, every \$1 spent generates approximately \$.024 in sales tax. This means that every \$1 million spent in the industry would therefore generate roughly \$24,000 in sales tax.

Illustrative Impact on a Sample Budget:

To summarize the above, an independent feature film with a budget of \$5 million that shot entirely in Arkansas would generate approximately \$4.6 million in additional spending (output) elsewhere in the state, approximately \$1.1 million in earnings direct spending, which in turn would generate an additional \$1.9 million in induced and indirect impacts, generate 70.5 FTE jobs, and an additional \$120,000 in sales tax.

Conclusion from Ernst and Young's most recent report: Evaluating the Effectiveness of State Film Tax**Credit Programs:**

"Film credit studies have shown that film credit programs have generated significant private sector benefits including thousands of jobs on productions, increased tourism activity, investment in industry infrastructure and the retention of existing production activity. Whether the costs of the programs are justified by these economic benefits must be answered by comparing the benefit-cost ratios of film credit programs with those achieved by other economic development programs. Although economic development programs generally have long-term goals, many analyses of film credit programs evaluate the credits from a short-run perspective, asserting that the credits must generate tax revenue equal to the cost of the program on an annual basis. While several of the most comprehensive film credit studies show that the credit costs of film credit programs may be fully offset by additional state and local taxes from expanded economic activity, film credits that do not meet this test may still provide relatively high benefit-cost ratios compared to other economic development programs."

Page 18, January 2017



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0532

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 8

SMALL CELL COMMUNICATIONS FACILITIES:

AN ORDINANCE TO ENACT § 110.03 **SMALL CELL FACILITIES AND NETWORKS** INTO CHAPTER 110: **TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS**

WHEREAS, the City has been approached by multiple telecommunications providers who are interested in erecting small cell facilities throughout the City to provide services to Fayetteville residents; and

WHEREAS, it is necessary to balance the importance of ensuring residents have access to this important technology, the providers' interest in having a streamlined, consistent and fair procedure and fees to install and maintain the facilities, and the interest of the City and residents in responsibly managing the use of the public rights of way and minimizing the aesthetic impact of small cell facilities.

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 enacts § 110.03 **Small Cell Facilities and Networks** in Chapter 110: **Telecommunication Franchise, Billposting, and Small Cell Facilities and Networks** of the **Fayetteville Code** as shown in Exhibit "A" attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2017-0532

Legistar File ID

10/3/2017

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

Susan Norton

9/18/2017

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Administration recommends approval of the attached ordinance for the implementation process for small cell communications facilities within the City of Fayetteville.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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 OCTOBER 3, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Susan Norton, Communications Director
DATE: 9/18/17
SUBJECT: **Small Cell Ordinance**

RECOMMENDATION:

The Mayor's Administration recommends approval of the Small Cell Facilities Ordinance. An internal team made up of Administration, Development Services, Information Technology staff and City Attorney's office spent several months reviewing recently enacted ordinances and statutes from a number of cities and states across the region, looking for what would be the best fit for Fayetteville.

BACKGROUND:

Over the past several months, the City has been approached by at least 5 providers who are interested in erecting small cell facilities to provide telecommunications services to the citizens of Fayetteville. City staff have met with these providers to review draft language for the ordinance that we now propose.

DISCUSSION:

There are four primary issues to be considered as we implement this new technology in our city:

1. Providing a streamlined application window that enables providers to proceed to implementation while creating procedures for existing staff to establish criteria for review and a process to facilitate approvals.
2. Ensuring that the city's right-of-way management remains with the city.
3. Ensuring that the aesthetics of the small cell facilities are consistent with city design principles and do not clutter the landscape.
4. Coming up with fair and reasonable application and annual lease fees.

We ultimately chose an ordinance from Overland Park, Kansas as our model and then the City Attorney's office helped craft the language to fit within our existing code. Some issues we found needed to be addressed with respect to the types of technologies that may be implemented, including but not limited to: types of new pole installations (standard wood poles or stealth, such as facilities hidden within lightpoles); types of structures that may be attached to city owned assets (traffic signals) or utility company

poles and how they may be camouflaged; both ensuring and limiting distances between licensees or pole operators so the installations would not be crowded nor would they impede equal opportunity for the carriers to support their networks; and “pole standards,” to help maintain consistency in attachments.

We recognize that there are certain technologies that should have access to the public rights of way but can not be required to enter into a franchise agreement, which is why we established this new section of code 110.03 Small Cell Facilities and Networks.

BUDGET/STAFF IMPACT:

None

EXHIBIT A

110.03 Small Cell Facilities and Networks

(A) Definitions: As used in § 110.03, the following terms shall have the meanings set out below:

- (1) *Administrative Review* means non-discretionary evaluation of an Application by the Zoning and Development Administrator. This process is not subject to a public hearing or conditional or special review process.
- (2) *Antenna* means communications equipment that transmits or receives electromagnetic radio signals used in the provision of telecommunications services:
 - (a) *Distributed antenna system (DAS)* means a network that distributes radio frequency signals and consisting of:
 1. Remote communications or Antenna nodes deployed throughout a desired coverage area, each including at least one Antenna for transmission and reception;
 2. A high capacity signal transport medium that is connected to a central communications hub site; and
 3. Radio transceivers located at the hub's site to process or control the communications signals transmitted and received through the Antennas to provide Wireless or mobile Service within a geographic area or structure.
 - (b) *Small Cell Facility* means a Telecommunications Facility that meets both of the following qualifications:
 1. Each Antenna is located inside an enclosure of no more than six (6) cubic feet in volume, or in the case of an Antenna that has exposed elements, the Antenna and all of the Antenna's exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and
 2. Primary equipment enclosures that are no larger than 17 cubic feet in volume, or facilities comprised of such higher limits as the FCC has excluded from review pursuant to 54 U.S.C. § 306108. Accessory Facilities may be located outside the primary equipment, and if so located, are not to be included in the calculation of equipment volume. Accessory Facilities includes, but is not limited to, any electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switch and vertical cable runs for the connection of power and other services.
 - (c) *Small Cell Network* means a collection of interrelated Small Cell Facilities designed to deliver wireless service.

- (3) *Applicant* means any person or entity that is engaged in the business of providing wireless services or the wireless infrastructure required for wireless services.
- (4) *Competing local exchange carrier* means a telecommunications provider that has received a certificate of public convenience and necessity from the Arkansas Public Service Commission under the authority of Ark. Code Ann. § 23-17-409 and is authorized to install equipment and operate within the public rights of way or on public or private property in the City of Fayetteville. This shall include distributed antenna systems, small cell facilities and small cell networks.
- (5) *Person* means any individual, resident, citizens, business firm, corporation, partnership, governmental agency, or institution.
- (6) *Streets* means all streets, roads, highways, alleys, rights-of-way, public utility easements, public property, public ways and air space over such streets, roads, alleys, public rights-of-way, public utility easements, public property and public ways located within the geographic limits of the city.
- (7) *Telecommunications* means the transmission, between or among points specified by the user, of information of the user's choosing without change in the form or content of the information sent and received, whether wired or wireless.
- (8) *Telecommunications facilities or facilities* means all conduits, manholes, poles, antennas, transceivers, wires, cable (including fiber optic cable), technology, and appurtenances owned or utilized by a telecommunications provider or third party infrastructure provider and located in, under or over the streets of the city or on public or private property and utilized in the provision of telecommunications services. This includes without limit, towers of all types, and base stations, including but not limited to buildings, church steeples, water towers, signs, poles, streetlights, traffic signals, or other structures that can be used as a support structure for antennas or the functional equivalent of such. It further includes all related accessory facilities associated with the site. It is a structure and facility intended for transmitting and/or receiving, wireless services, Specialized Mobile Radio (SMR), personal communications services (PCS), commercial satellite services, microwave services, radio, television, and any commercial Wireless Service not licensed by the FCC.
- (9) *Telecommunications Provider or provider* means any person, firm, corporation, partnership or other business entity, other than the city, that provides telecommunications services within or without the geographic boundaries of the city by utilizing telecommunications facilities to provide telecommunications services. This shall include competing local exchange carriers or businesses that install small cell facilities on behalf of telecommunications providers.

- (10) *Telecommunications services or services* means any service delivering telecommunications by a telecommunications provider that the provider is authorized to provide under federal, state and local law, except that these terms do not include cable service as defined by the Cable Communications Policy Act of 1984, as amended by the Cable Television Consumer Protection and Competition Act of 1992, 47 U.S.C. §521 et seq., and the Telecommunications Act of 1996.
- (B) Compliance with State and Federal Regulations. Applicant shall comply with all applicable state and federal regulations. Proof of compliance shall be provided upon request of the Zoning and Development Administrator. Applicant shall not be required to enter into any franchise agreement with the City.
- (C) Consolidated Application. An applicant may file one consolidated application for a small cell network of up to ten (10) individual small cell facilities of a substantially similar design every seven calendar days. The City may require a separate application for any small cell facilities that are not of a substantially similar design. The form of the permit Application is located on the City's website under Small Cell Facilities and Networks.
- (D) An applicant shall submit with the application all documentation or other evidence required by the Zoning and Development Administrator to sufficiently establish the structural soundness of proposed facilities.
- (E) Administrative Approval of Co-Located Facilities. The Zoning and Development Administrator, following an Administrative Review, may approve the following facility installations:
- (1) Locating on Existing Structures. Installation of facilities on an existing structure other than a tower (such as a building, light pole, electric transmission tower, water tank, or other free-standing non-residential structure) provided that the facilities do not extend any higher than the existing structure. The Zoning and Development Administrator may grant a variance of up to ten (10) feet in height when such additional height is necessary for improved functionality or safety.
- (a) Facilities Placed on Top of Buildings. When facilities extend above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.
- (b) Facilities Placed on Sides of Buildings. Facilities which are side-mounted on buildings shall be camouflaged (such as in a light fixture), shrouded, painted or constructed of materials to match the color of the building material directly behind them, and shall not extend above the roof line or extend more than five (5) feet from the façade of the building.
- (2) Locating on Existing Tower Not Previously Approved Through §163.13 of the U.D.C. Existing towers that do not have facilities may not add such

capability without securing a conditional use permit. Antennas may be replaced by similar antennas at the same height and for the same basic usage as the antennas being replaced.

- (3) Locating on Existing Towers Previously Approved Through §163.13. Additional facilities may be placed upon any tower already approved through §163.14 of the U.D.C. so long as such additional facilities would not violate any requirements of the conditional use permit or other provisions of §163.13.
- (4) The applicant must submit a letter of intent indicating the intent and agreement to allow colocation of facilities.
- (5) If proposed facilities are not or cannot be adequately camouflaged, the City may require the installation of new stealth facilities.
- (6) Any disturbance of City infrastructure (such as, but not limited to, streets, sidewalks, and utilities) shall be repaired and restored by the applicant at its expense and to a condition at least as good as that existing before the work causing such disturbance was commenced.
- (7) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$250.00 for each facility co-located on an existing structure in the public rights-of-way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.

(F) Administrative Approval of New Facilities in Public Rights of Way. Providers proposing the construction or installation of new facilities in the public rights of way shall comply with following requirements:

- (1) Construction Maintenance. The provisions of § 110.02(E), with the exception of §§ 110.02(E)(3) and (E)(10), shall govern the process of approval for the construction or installation of any new facilities within the public rights of way.
- (2) Fees. An applicant shall pay an application fee in the amount of \$200.00 for a single facility and \$25.00 for each additional facility included in the application. Providers with approved permits shall pay an annual fee in the amount of \$50.00 for each new facility located in the public right of way. If the Provider is installing its own fiber optic technology to a particular location and does not otherwise have a City franchise to do so, the Wireless Provider shall also provide the City with four (4) dark pairs of fiber that the City may use for a public purpose.
- (3) Height Limitations. New facilities placed by the provider in public rights of way are permitted to be a maximum height of no more than ten (10) feet above the median height of other telecommunications facilities in the block for the proposed location, but in no event taller than thirty (30) feet above grade.

- (4) Camouflaging or Stealth Technology Required. New facilities shall be designed to be camouflaged to the greatest extent possible including, but not limited to, use of compatible building materials and colors, incorporation within street lights, screening, landscaping, and placement within trees. All antenna arrays, cables, and other accessories used for providing the services shall not be obtrusive or noticeably visible. The Zoning and Development Administrator may approve the installation of a standard utility pole in areas where such installation will not degrade the streetscape but any facilities shall be camouflaged to the greatest extent possible. Camouflaging and stealth technology shall be required in all residential areas, improvement districts (including, but not limited to, the Dickson Street area and College Avenue improvement corridor), and any area in which utilities have been installed or relocated underground. Understanding that new technologies are anticipated to change the components of telecommunications facilities, the Administrator may determine if a telecommunications facility or component of a telecommunications facility is designed to be stealth.
- (5) Fall Zone. The minimum distance from the base of any facility to any residential dwelling unit shall be the lower height or required setback, whichever is greater, unless all persons owning said residence or the land on which said residences are located consent in a signed writing to the construction of said facility. This setback is considered a "fall zone." In the event that an existing facility is proposed as a mount for the provider's equipment, a fall zone shall not be required.
- (6) Distance between new facilities. New facilities, excluding facilities camouflaged to fit within the streetscape (e.g., facilities incorporated within a street light), shall be spaced a minimum of five hundred feet (500') from any other new facility approved under this section.
- (7) Information Required to Process Requests for New Facilities.
- (a) Provide a map of the geographic area that your project will serve;
 - (b) Provide a map that shows other existing or planned facilities that will be used by the telecommunications provider who is making the application;
 - (c) Provide a map that shows other potential standalone locations for your facility that have been explored;
 - (d) Provide a scaled site plan containing information showing the property boundaries, proposed facility, existing land use, surrounding land uses and zoning, access road(s) location and surface material, existing and proposed structures and topography. The plan shall indicate proposed landscaping, fencing, parking areas, location of any signage and specifications on proposed lighting of the facility;
 - (e) Describe why the proposed location is superior, from a community perspective, to other potential locations. Factors to consider in the community perspective should include: visual aspects, setbacks, and proximity of single-family residences;

- (f) Describe your efforts to co-locate your facility on existing structures, one of the poles or towers that currently exists, or is under construction. The applicant should demonstrate a good faith effort to co-locate with other carriers. The city may deny a request to construct or install a new structure by an applicant that has not demonstrated a good faith effort to provide for co-location. Such good faith effort includes:
 - 1. A survey of all existing structures that may be feasible sites for co-locating wireless communications facilities;
 - 2. Contact with all other telecommunications providers;
 - 3. Sharing information necessary to determine if co-location is feasible under the design configuration most accommodating to co-location; and
 - 4. Letter from tower or pole owner stating why co-location is not feasible.
- (g) Describe whether you will or will not accommodate equipment of other telecommunications providers that could co-locate on your facility. Describe how such accommodation will impact both your pole and your ground mounted facilities. Provide documentation of your provider's willingness or unwillingness to accommodate other providers who may be able to co-locate on your facility.
- (8) Application Time Frame. A final decision shall be issued for applications for facilities under subsections (E) and (F) within 60 calendar days subject to the following:
 - (a) The City shall supply written notice to the Applicant within thirty days of receipt of an Application clearly and specifically delineating any missing documents or information.
 - (b) Applicant shall submit any supplemental documentation and information to the City.
 - (c) City shall then have up to ten (10) calendar days to notify Applicant that the supplemental documentation or information satisfies the City's request.
 - (d) Second or subsequent notices may not specify missing documents or information that were identified in the original notice of incompleteness.
 - (e) This timeframe shall be tolled in cases in which the City determines that the application is incomplete. This timeframe may also be tolled by mutual agreement of the Applicant and City.
- (G) New Structures on Private Property. Telecommunications providers proposing the construction or installation of new poles or towers on privately owned property in the City shall comply with the provisions of § 163.13 **Wireless Communications Facilities** and shall obtain a conditional use permit.
- (H) New Facilities on Public Property. The City of Fayetteville will actively market its own property and existing facilities as suitable co-location sites. . Applications for new facilities on public property shall be subject to the Administrative Review process. An annual lease amount should be charged according to the fair market value

of the location. In cases in which the company no longer needs the facility, the city may require it to be removed. Applicants may be required to provide co-location space for city-owned facilities.

- (I) Appeals. An Applicant may appeal to the City Council a decision or interpretation made in the Administrative Review process by the Zoning and Development Administrator. Appeals shall follow the procedure set forth in Section 155.02 of the Unified Development Code. Pedestrian access and safety. All facilities shall be installed in such a manner not to impede, restrict, or adversely impact pedestrian or vehicular safety or convenience, or violate any provision of the Americans with Disabilities Act.
- (J) Emergency removal or relocation of facilities. The City retains the right to cut or move any facility located within its rights-of-way as the City, in its sole discretion, may determine to be necessary, appropriate, or useful in response to any public health or safety emergency. City shall notify the provider after cutting or removing any facility within its rights-of-way. If circumstances permit, the City shall notify the provider in advance of any cutting or removal and give the provider an opportunity to move its own facilities.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0533

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 9

AMEND TOWN AND GOWN ADVISORY COMMITTEE:

AN ORDINANCE TO AMEND § 33.360 **PURPOSE AND ESTABLISHMENT**, § 33.361 **COMPOSITION**, AND § 33.364 **MEETINGS** OF ARTICLE XXIV **TOWN AND GOWN ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES; TO REDEFINE THE MEMBERSHIP OF THE COMMITTEE TO BETTER FIT THE NEW PURPOSE AND MINIMIZE REDUNDANCY OF CITY AND UNIVERSITY STAFF ON THE COMMITTEE; AND TO REDUCE THE NUMBER OF REQUIRED MEETINGS FROM FOUR TO TWO EACH YEAR

WHEREAS, the Town and Gown Advisory Committee, which was created on July 3, 2012, by Ordinance 5511, advises and makes recommendations on a periodic basis to the City Council and the University of Arkansas; and

WHEREAS, the relationship between the City and University has strengthened through coordination and collaboration on many issues and expanding the committee's scope to addressing community and neighborhood engagement will provide an opportunity for the committee to make an even broader impact; and

WHEREAS, reducing the number of University and City staff members serving on the committee will reduce redundancy, increase efficiency, and amplify the voices of the stakeholders serving on the committee.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 33.360 **Purpose and Establishment** of Article XXIV **Town and Gown Advisory Committee** and enacts a new § 33.360 as follows:

"There is hereby established the Town and Gown Advisory Committee. This committee shall be a forum for collaboration between the City of Fayetteville and the University of Arkansas on mutually relevant issues including, but not limited to, capital projects; transportation and traffic; infrastructure planning; neighborhoods; cultural and community engagement; safety; fire; and security. The committee is empowered only to advise and make recommendations on a periodic basis to both the City Council and the University of Arkansas on such issues, and to adopt rules for the conduct of its own business."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 33.361 **Composition** of Article XXIV **Town and Gown Advisory Committee** and enacts a new § 33.361 as follows:

“The Town and Gown Advisory Committee shall be comprised of twelve (12) voting members, consisting of the following:

- (A) Two (2) permanent co-chairs, one of which shall be selected by the Mayor and one of which shall be selected by the Chancellor;
- (B) One (1) member shall be a member of the City Council appointed by the Mayor;
- (C) One (1) member shall be a University of Arkansas student living off-campus in the City appointed by the Mayor;
- (D) Two (2) members shall be citizens-at-large appointed by the City Council;
- (E) One (1) member shall be the Associated Student Government President;
- (F) Two (2) members shall be the Communications Directors, or their equivalents, of the City and the University;
- (G) One (1) member shall be a representative of the University Facilities Management Department appointed by the Chancellor;
- (H) One (1) member shall be a representative of the City Development Services Department appointed by the Mayor; and
- (I) One (1) member shall be the Superintendent of Fayetteville Public Schools or his/her designee.

Community members appointed by the City Council serving at the time of the adoption of this ordinance shall continue to serve as voting members until the end of their term. The appointees currently serving as City ward representatives and the business owner/city development representative shall immediately be converted to citizen-at-large positions. Staff members for either the University or the City serving at the time of the adoption of this ordinance shall not continue to serve unless appointed to fill a position above.”

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 33.364 **Meetings** of Article XXIV **Town and Gown Advisory Committee** and enacts a new § 33.364 as follows:

“The Town and Gown Advisory Committee shall meet at least twice per year, at a time and place that is mutually convenient to the membership. The Town and Gown Advisory Committee may meet more frequently if needed.”

City of Fayetteville Staff Review Form

2017-0533

Legistar File ID

10/3/2017

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

Susan Norton

9/18/2017

MAYORS ADMIN (015)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Administration recommends approval of the Town and Gown Ordinance to amend existing purpose and membership.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

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 OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Susan Norton, Director of Communications

DATE: 9/20/17

SUBJECT: Amendment to Town and Gown Ordinance

RECOMMENDATION:

The original Town and Gown Advisory Committee was created by Ordinance 5511 on July 3, 2012 with an original scope defined to ensure collaboration between the City of Fayetteville and the University of Arkansas on mutually relevant issues including, but not limited to, campus expansions, the need for student housing both on and off campus, and parking and noise in the areas adjacent to or nearby the campus. The Committee advises and makes recommendations on a periodic basis to both the City Council and the University of Arkansas.

BACKGROUND:

As the years have gone by, the committee has served its purpose well and the spirit of collaboration between the City and the University has been strengthened through close collaboration on many projects, particularly infrastructure related projects that have resulted in cost-share opportunities. Information updates such as the campus and city master transportation plans, recycling and waste master plans, game day traffic and other event planning to help with congestion and traffic flow are some of the mutually relevant topics. Over time, safety and security and student housing became standing agenda items. We would like to retain all of those areas in the new scope and also evolve from simply addressing student housing to addressing community and neighborhood engagement more broadly.

DISCUSSION:

The attached ordinance revision updates the scope of the committee and reduces the number of committee members to alleviate redundant staff participation and create a more manageable committee structure. The new committee structure keeps the same ratio of community members and students to staff members as the previous committee. We believe the new structure will continue to serve the collaborative efforts of the City and the University of Arkansas. The draft ordinance was shared with the Town and Gown Committee at the September 18, 2017 meeting. After discussion of the intent, confirmation that staff resources would continue to be available for any special topics, and a suggestion to revise the scope to acknowledge the importance of the City's culture, the proposed ordinance received unanimous endorsement by the Town and Gown Committee.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0508

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 10

2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

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 adopts the 2018-2022 Five-Year Capital Improvements Plan, a copy of which is attached to this Resolution as and incorporated herein.

City of Fayetteville Staff Review Form

2017-0508

Legistar File ID

10/3/2017

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

Kevin Springer

9/14/2017

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION ADOPTING THE PROPOSED 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Paul A. Becker, Chief Financial Officer

FROM: Kevin Springer, Budget Director

DATE: September 14, 2017

SUBJECT: **Proposed 2018-2022 Capital Improvements Plan**

RECOMMENDATION:

Consider the proposed 2018-2022 Five Year Capital Improvements Plan for adoption at the October 3, 2017 City Council Meeting.

BACKGROUND:

The CIP is an essential mid-term planning tool used by Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the City Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget, it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure.

DISCUSSION:

The proposed 2018-2022 Five Year Capital Improvement Plan will be considered for adoption at the October 3, 2017 city Council meeting.

BUDGET/STAFF IMPACT:

The CIP only becomes an appropriation authorized for expenditure once it is approved in the annual budget.

Attachments:

Proposed 2018-2022 Five Year Capital Improvements Plan

**Proposed
Five Year Capital
Improvements Plan
2018-2022**



CITY OF
FAYETTEVILLE
ARKANSAS

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CITY OF FAYETTEVILLE

2018 – 2022

Capital Improvements Plan

Compiled by:

Kevin Springer, Budget Director
Barbara Fell, Senior Research Analyst
Liz Hutchens, Financial Analyst

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**CITY OF FAYETTEVILLE, ARKANSAS
2018-2022 CAPITAL IMPROVEMENTS PROGRAM**

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October 3, 2017

Mayor Lioneld Jordan, Members of the City Council and
Citizens of Fayetteville

It is my pleasure to present the Proposed 2018-2022 Capital Improvements Plan (CIP) for the City of Fayetteville. The City began this very important CIP process in 1988 to provide a focused plan that identifies the City's infrastructure and capital needs and also identifies the funding to meet those needs.

CIP Purpose

The CIP is an essential mid-term planning tool used by the City of Fayetteville in the budget process. It is a five year plan which addresses the capital needs of the City for future periods. The CIP is not an appropriation in itself or an authorization by the Council to expend funds. It is instead a future plan which must be re-evaluated and or adjusted each year prior to incorporation into the annual budget. Each year the plan must be evaluated in response to changes in economic conditions or project priority modifications. Once included in the annual budget it must be approved by the City Council and only at that time does it become an appropriation authorized for expenditure by the City Council.

What is Included in the CIP

The financial policy of the City is to address the majority of capital needs on a pay as you go basis utilizing current revenue. Major capital programs which are too large to address with current revenue streams must be accommodated through the use of bond issues. Capital programs funded by previous bond issues such as the Street Bond Program are, therefore, not included in this CIP. Similarly, grant funded programs are not included. Approval for and appropriation of funds for these programs are done by the City Council upon acceptance of the grant or authorization of the bond issue.

The comprehensive CIP includes projects funded by several funds within the fund structure of the City most of which are restricted by use such as the Water & Sewer Fund, Recycling & Trash Collection Fund, Street Fund and Shop Fund. Balances in these funds must be used for specific purposes. In contrast the Sales Tax Capital Fund is not restricted as to purpose and can be used in a more discretionary manner for general governmental purposes pursuant to the controlling ordinance.

Summary of CIP by Project Area-All Funds

The table provides a summary by project area of the comprehensive Capital Improvement Program for all funds for 2018-2022. It is estimated that a total of \$112,004,000 will be required for that period. The largest portion of required capital (\$34,890,000) can be attributed to water and sewer renovation and rehabilitation. Approximately \$24,316,000 will be needed to keep the transportation, street, and trail improvement programs at its current level. These two components account for 52.9% of the total comprehensive CIP.

CITY OF FAYETTEVILLE, ARKANSAS CAPITAL IMPROVEMENTS PLAN (2018-2022) By Project Area – All Sources

Project Area	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Information Technology	960,000	499,000	374,000	597,000	429,000	2,859,000
Other	41,000	95,000	32,000	56,000	8,000	232,000
Library	506,000	447,000	747,000	746,000	682,000	3,128,000
Parks & Recreation	992,000	1,653,000	1,034,000	1,121,000	1,171,000	5,971,000
Media Services	169,000	107,000	47,000	72,000	72,000	467,000
Parking	212,000	101,000	150,000	164,000	158,000	785,000
Public Safety	1,850,000	2,357,000	2,751,000	2,747,000	2,803,000	12,508,000
Recycling/Trash	875,000	410,000	879,000	295,000	681,000	3,140,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Transportation	3,356,000	3,240,000	3,240,000	3,240,000	3,240,000	16,316,000
Aviation	213,000	58,000	98,000	68,000	18,000	455,000
Facility Improvements	537,000	693,000	567,000	426,000	534,000	2,757,000
Vehicles & Equipment	3,560,000	3,972,000	3,920,000	3,927,000	2,717,000	18,096,000
Water & Sewer	7,785,000	6,630,000	6,845,000	6,820,000	6,810,000	34,890,000
Total	\$ 23,266,000	\$ 22,272,000	\$ 22,744,000	\$ 22,339,000	\$ 21,383,000	\$ 112,004,000

Summary of CIP Sales Tax Capital by Project Category

The Sales Tax Capital Fund is funded through the use of a portion of a one cent sales tax that is also allocated to general fund operations. Forty percent (40%) of the revenue of this sales tax is used to fund the Sales Tax Capital Fund and 60% is allocated to the General Fund for operations. The fund constitutes approximately 41.0% of the total CIP.

The following table provides a summary of project categories to be funded by the Sales Tax Capital Improvement Fund.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PLAN (2018-2022)
Sales Tax Capital Improvements Funding – By Project Category

Project Category	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Facility	477,000	637,000	515,000	366,000	474,000	\$ 2,469,000
Fire	980,000	1,152,000	1,710,000	1,580,000	1,820,000	\$ 7,242,000
Information Technology	960,000	499,000	374,000	597,000	429,000	\$ 2,859,000
Library	506,000	447,000	747,000	746,000	682,000	\$ 3,128,000
Media Services	169,000	107,000	47,000	72,000	72,000	\$ 467,000
Other Capital	41,000	95,000	32,000	56,000	8,000	\$ 232,000
Parks & Recreation	203,000	372,000	122,000	121,000	171,000	\$ 989,000
Police	666,000	980,000	809,000	927,000	727,000	\$ 4,109,000
Street	100,000	100,000	100,000	100,000	100,000	\$ 500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	\$ 7,500,000
Transportation	2,976,000	2,860,000	2,860,000	2,860,000	2,860,000	\$ 14,416,000
Total	\$ 9,188,000	\$ 9,159,000	\$ 9,276,000	\$ 9,385,000	\$ 9,303,000	\$ 46,311,000

It should be noted that approximately 49% of this fund is allocated to transportation improvements. Over \$11,000,000 or 23.7% is allocated to Police and Fire for the replacement and expansion of equipment and apparatus. Almost \$8,000,000 is anticipated to be allocated to the trails program.

This CIP includes information technology investments of \$2.86 million which will support needed technology improvements in the future. Also included is funding for an improved work order, permits, and inspections system to enhance the Development Services Department.

Development of the CIP

The CIP was developed by City Administration to address identified capital needs for the period, 2018-2022, within existing revenue. Direction to City staff has also been provided by the City Council through oversight committees specifically the City Council Street and Water & Sewer Committees. Input has also been provided by various advisory committees and boards.

Also note, \$124,078,000 in necessary future projects have been identified that as of now, cannot be funded.



Paul A. Becker
Finance Director

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM DIRECTIONAL INFORMATION

Introduction

The Capital Improvements Program (CIP) for the City of Fayetteville examines the infrastructure and capital needs of the City for the next five years. The CIP will be reviewed and updated on an annual basis to reflect the changing needs of the community and changes in available monies for financing capital projects. The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The CIP should be considered as a major policy tool for the Mayor and City Council.

Capital Improvement Policy

The CIP is approached as a valuable tool to be used in the development of responsible and progressive financial planning. The program is developed in accordance with the financial policies of the City. The policies and the CIP form the basis for making various annual capital budget decisions and support the City's continued commitment to sound, long-range financial planning and direction. The City's official Capital Improvements Policy is as follows:

- The City will prepare a biennial update of a five year CIP, which will provide for the orderly maintenance, replacement, and expansion of capital assets.
- The CIP will identify long-range capital projects and capital improvements of all types, which will be coordinated with the annual operating budget to maintain full utilization of available sources.
- When preparing the CIP, the City will seek to identify all viable capital projects and capital improvements required during the subsequent five year period. These projects and improvements will be prioritized by year and by funding source. Every attempt will be made to match projects and improvements with available funding sources. Future operating costs associated with a project or an improvement will also be given consideration in the establishment of priorities.
- The City will seek Federal, State, and other funding to assist in financing capital projects and capital improvements.
- The City will incorporate the reasonable findings and recommendations of the City's Boards, Commissions, Committees, and Citizens' task forces as they relate to capital projects and improvements.
- The City will seek input on the establishment of projects and project priorities from the public by holding hearings.

What Projects Are in the CIP

Projects and their cumulative component areas totaling \$10,000 or more should be included in the CIP. Projects costing less than \$5,000 are not considered capital and are funded through program operating budgets.

Projects in the CIP can include:

- obligations for labor and materials and contractors involved in completing a project
- acquisition of land or structures
- engineering or architectural services, professional studies, or other administrative costs
- expenses for city vehicles and equipment
- renovating or expanding city facilities, grounds, or equipment

Financing

The City finances capital improvements on essentially a pay-as-you-go basis utilizing revenue from the 1% City sales tax originally adopted in 1993, the 1% Parks Development (Hotel, Motel, Restaurant) sales tax adopted in 1996, and operating revenues from the Airport, Shop, Water & Sewer, and Recycling & Trash Collection funds. The 1% City Sales Tax revenue is divided between General Fund operations and capital. The current split for 2018, which began with the 2008 budget, is 60% for General Fund and 40% for Sales Tax Capital Improvements Fund. Until 2008, the split as established in 2003 was equal. Prior to June 2003, the revenue was divided 75% for Sales Tax Capital Improvements Fund and 25% for General Fund. In addition, long-term debt is considered and utilized only when the City faces a project that is of such importance and sufficient financial magnitude as to warrant a bond issue.

The CIP is not a financing document in and of itself. Rather, the CIP is utilized as a planning document that places projects in the annual budget whereby funds are appropriated for them by the City Council. Prior to actual initiation of project work, required contracts are presented to the Mayor or City Council, as appropriate, for final approval of expending funds.

Project Cost Determination

All projects are costed using a "Basis of Cost Estimate" table that provides the estimated basis used for the requested funds. If two or more basis of cost estimates is used to calculate a funding request, the estimate that represents the majority of the estimated funds is used.

Basis of Cost Estimate Table for CIP 2018-2022
Cost of Comparable Facility or Equipment
Rule of Thumb Indicator, Unit Costs
Cost Estimated by Engineer, Architect, or Vendor
Preliminary Estimate
Ball Park "Guesstimate"

Priority Selection of Projects

The CIP will rely on priorities defined by the Mayor, City Council, community, and City staff. As always, criteria such as government imposed mandates, usefulness to the community, and impact on operational expenses will be reviewed in establishing priorities. A priority is assigned to each project by year and by funding source. Projects for which no funding is anticipated to be available will be placed on an "Unfunded Projects List," which will identify the cost of the project. This list identifies the project as being viable, but one for which no funding is presently available. Unfunded projects may be funded if actual revenue is above projected revenue, if costs on funded projects are below budget, or if another funding source is identified.

The Parks and Recreation Advisory Board, Airport Board, City Council Street Committee, City Council Water & Sewer Committee, and City Council Equipment Committee meetings all provide committee and public input and guidance regarding parks, streets, bridge and drainage improvements, water and sewer improvements, and equipment purchases planned for the next five years.

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE PROPOSED 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN.

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 adopts the Proposed 2018-2022 Five Year Capital Improvements Plan. A copy of 2018-2022 Five Year Capital Improvements Plan, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this the ____ day of _____, 2017.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

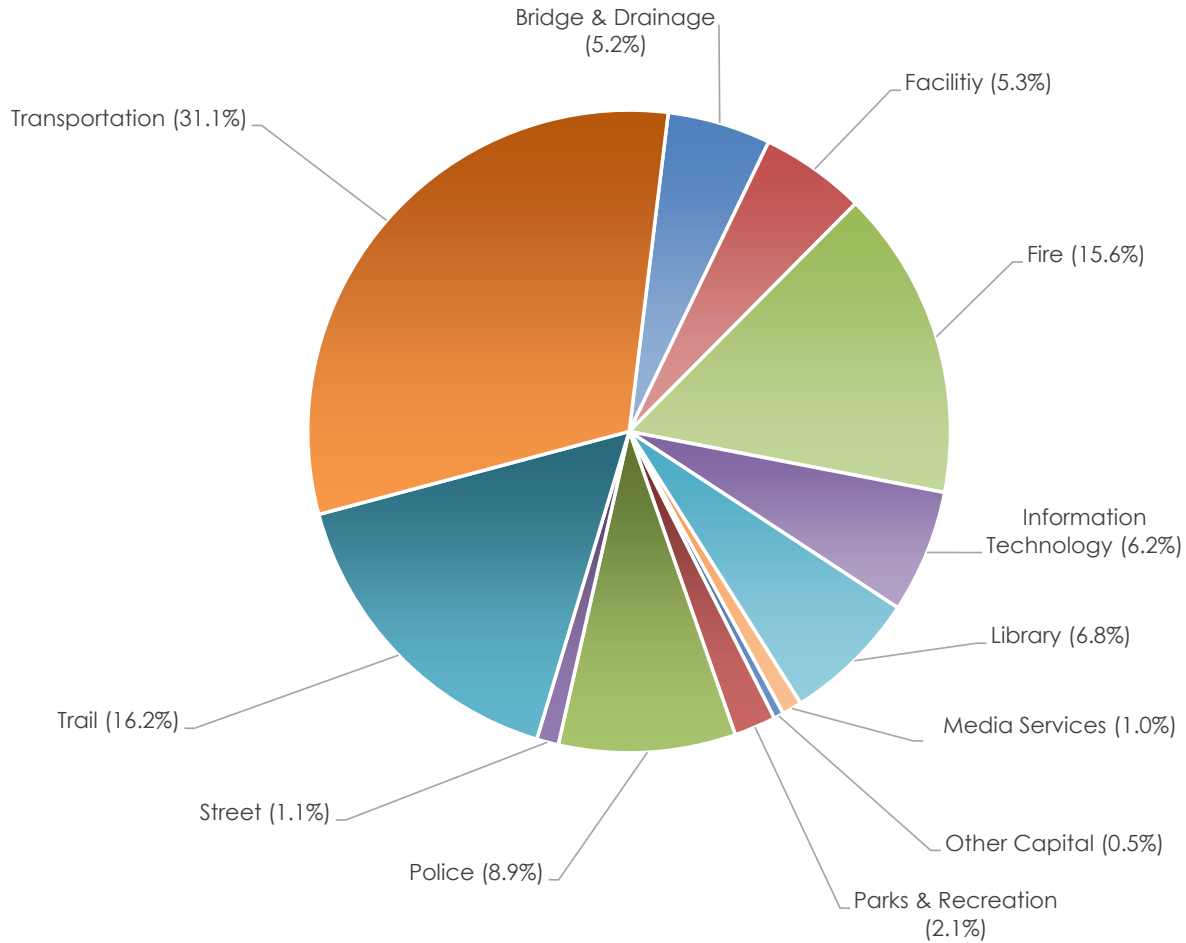
By: _____
SONDRA E. SMITH, City Clerk/Treasurer

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Summary of Project Requests - All Sources

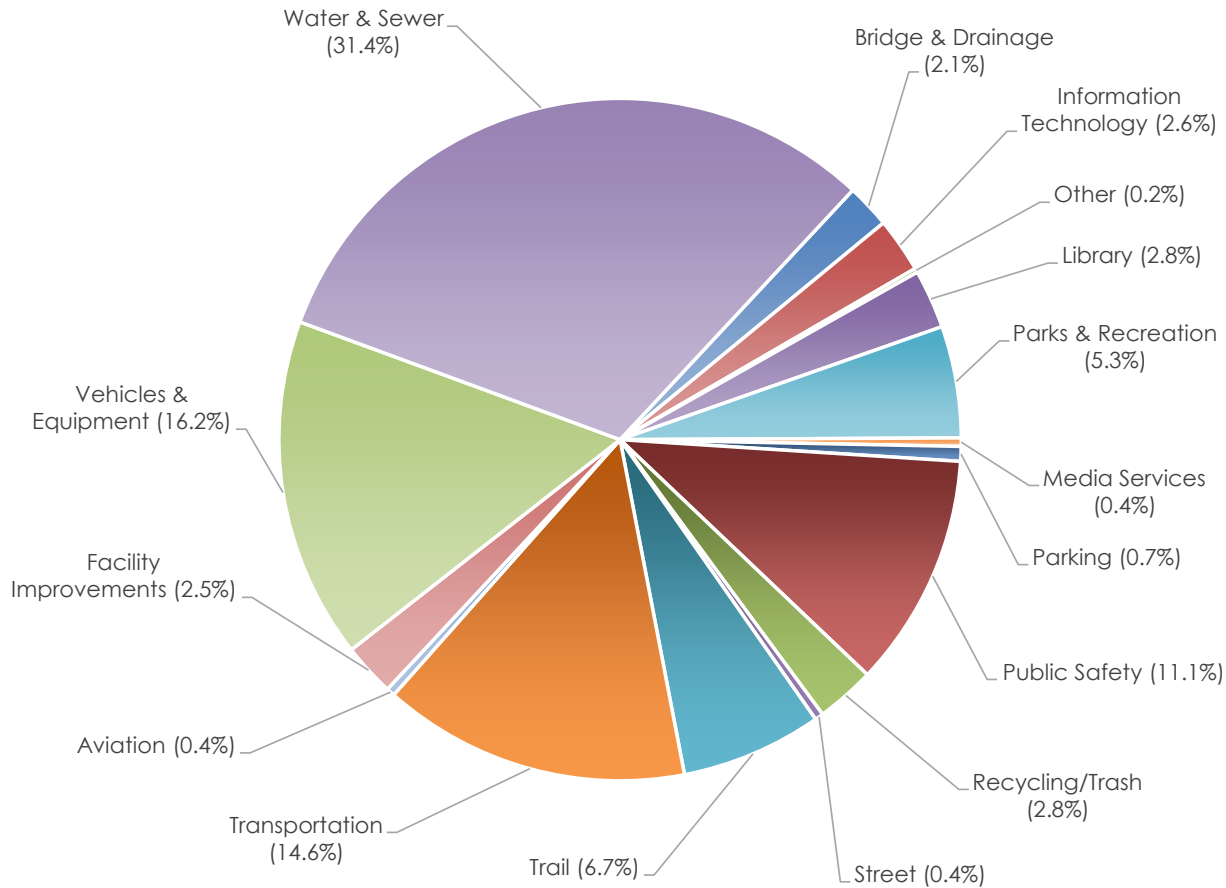
Project Requests	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
<u>Funded Project Requests</u>						
Street	\$ 410,000	\$ 405,000	\$ 405,000	\$ 440,000	\$ 380,000	\$ 2,040,000
Parking	212,000	101,000	150,000	164,000	158,000	785,000
Parks Development	789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
Impact Fee	904,000	925,000	932,000	940,000	956,000	4,657,000
Sales Tax Capital Improvements	9,188,000	9,159,000	9,276,000	9,385,000	9,303,000	46,311,000
Water & Sewer	7,085,000	5,930,000	6,145,000	6,120,000	6,110,000	31,390,000
Recycling & Trash Collection	875,000	410,000	879,000	295,000	681,000	3,140,000
Airport	213,000	58,000	98,000	68,000	18,000	455,000
Shop	3,590,000	4,003,000	3,947,000	3,927,000	2,777,000	18,244,000
Total Funded	\$ 23,266,000	\$ 22,272,000	\$ 22,744,000	\$ 22,339,000	\$ 21,383,000	\$ 112,004,000
<u>Unfunded Project Requests</u>						
Unfunded	\$ 3,637,000	\$ 43,138,000	\$ 36,679,000	\$ 28,199,000	\$ 12,425,000	\$ 124,078,000
Total Unfunded	\$ 3,637,000	\$ 43,138,000	\$ 36,679,000	\$ 28,199,000	\$ 12,425,000	\$ 124,078,000
Total	\$ 26,903,000	\$ 65,410,000	\$ 59,423,000	\$ 50,538,000	\$ 33,808,000	\$ 236,082,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Sales Tax Capital Improvements Funding - By Project Category



Project Category	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Facility	477,000	637,000	515,000	366,000	474,000	\$ 2,469,000
Fire	980,000	1,152,000	1,710,000	1,580,000	1,820,000	\$ 7,242,000
Information Technology	960,000	499,000	374,000	597,000	429,000	\$ 2,859,000
Library	506,000	447,000	747,000	746,000	682,000	\$ 3,128,000
Media Services	169,000	107,000	47,000	72,000	72,000	\$ 467,000
Other Capital	41,000	95,000	32,000	56,000	8,000	\$ 232,000
Parks & Recreation	203,000	372,000	122,000	121,000	171,000	\$ 989,000
Police	666,000	980,000	809,000	927,000	727,000	\$ 4,109,000
Street	100,000	100,000	100,000	100,000	100,000	\$ 500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	\$ 7,500,000
Transportation	2,976,000	2,860,000	2,860,000	2,860,000	2,860,000	\$ 14,416,000
Total	\$ 9,188,000	\$ 9,159,000	\$ 9,276,000	\$ 9,385,000	\$ 9,303,000	\$ 46,311,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
By Project Area - All Sources



Project Area	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Information Technology	960,000	499,000	374,000	597,000	429,000	2,859,000
Other	41,000	95,000	32,000	56,000	8,000	232,000
Library	506,000	447,000	747,000	746,000	682,000	3,128,000
Parks & Recreation	992,000	1,653,000	1,034,000	1,121,000	1,171,000	5,971,000
Media Services	169,000	107,000	47,000	72,000	72,000	467,000
Parking	212,000	101,000	150,000	164,000	158,000	785,000
Public Safety	1,850,000	2,357,000	2,751,000	2,747,000	2,803,000	12,508,000
Recycling/Trash	875,000	410,000	879,000	295,000	681,000	3,140,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Transportation	3,356,000	3,240,000	3,240,000	3,240,000	3,240,000	16,316,000
Aviation	213,000	58,000	98,000	68,000	18,000	455,000
Facility Improvements	537,000	693,000	567,000	426,000	534,000	2,757,000
Vehicles & Equipment	3,560,000	3,972,000	3,920,000	3,927,000	2,717,000	18,096,000
Water & Sewer	7,785,000	6,630,000	6,845,000	6,820,000	6,810,000	34,890,000
Total	\$ 23,266,000	\$ 22,272,000	\$ 22,744,000	\$ 22,339,000	\$ 21,383,000	\$ 112,004,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
2100 - STREET:							
<u>Street Improvements</u>							
Street (410)							
Sidewalk Improvements	13	380,000	380,000	380,000	380,000	380,000	1,900,000
		380,000	380,000	380,000	380,000	380,000	1,900,000
<u>Facility Improvements</u>							
Street (410)							
Transportation & Fleet Building Improvements	14	30,000	25,000	25,000	60,000	0	140,000
		30,000	25,000	25,000	60,000	0	140,000
Street - Total		410,000	405,000	405,000	440,000	380,000	2,040,000
2130 - PARKING:							
<u>Parking Improvements</u>							
Parking Management (430)							
Meadow Street Parking Deck Improvements	15	162,000	20,000	20,000	20,000	20,000	242,000
Parking Lot Improvements & Overlays	16	25,000	25,000	25,000	25,000	25,000	125,000
Parking Infrastructure Improvements	17	10,000	15,000	20,000	20,000	20,000	85,000
Parking Technology Equipment Replacements	18	10,000	1,000	10,000	9,000	3,000	33,000
Parking Enforcement Upgrades	19	5,000	15,000	20,000	20,000	20,000	80,000
Meter/Pay Station Upgrade & Replacements	20	0	15,000	30,000	45,000	45,000	135,000
Spring Street Parking Deck Improvements	21	0	10,000	25,000	25,000	25,000	85,000
		212,000	101,000	150,000	164,000	158,000	785,000
Parking - Total		212,000	101,000	150,000	164,000	158,000	785,000
2250 - PARKS DEVELOPMENT:							
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (520)							
Community Park Improvements	23	789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
		789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
Parks Development - Total		789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
2300 - IMPACT FEE:							
<u>Fire Improvements</u>							
Fire Department (300)							
Fire Impact Fee Improvements	25	89,000	92,000	95,000	98,000	101,000	475,000
		89,000	92,000	95,000	98,000	101,000	475,000
<u>Police Improvements</u>							
Police (200)							
Police Impact Fee Improvements	26	115,000	133,000	137,000	142,000	155,000	682,000
		115,000	133,000	137,000	142,000	155,000	682,000
<u>Water & Sewer Improvements</u>							
Utilities Director (700)							
Water Impact Fee Improvements	27	400,000	400,000	400,000	400,000	400,000	2,000,000
Wastewater Impact Fee Improvements	28	300,000	300,000	300,000	300,000	300,000	1,500,000
		700,000	700,000	700,000	700,000	700,000	3,500,000
Impact Fee - Total		904,000	925,000	932,000	940,000	956,000	4,657,000
4470 - SALES TAX CAPITAL IMPROVEMENTS:							
<u>Animal Services Improvements</u>							
Animal Services (671)							
Animal Services Improvements	29	33,000	51,000	18,000	48,000	0	150,000
		33,000	51,000	18,000	48,000	0	150,000
<u>Bridge & Drainage Improvements</u>							
Engineering (621)							
Other Drainage Improvements	30	400,000	200,000	200,000	200,000	200,000	1,200,000
Stormwater Quality Management	31	160,000	160,000	160,000	160,000	160,000	800,000
Drainage Maintenance	32	50,000	50,000	100,000	100,000	100,000	400,000
		610,000	410,000	460,000	460,000	460,000	2,400,000
<u>Facilities Management Improvements</u>							
Facilities Management Improvements (140)							
Building Improvements	33	290,000	390,000	260,000	134,000	194,000	1,268,000
7-Hills Walker Family Residential Facility	34	57,000	57,000	52,000	51,000	40,000	257,000
Sustainability & Resilience (631)							
Building Efficiency Improvements	35	40,000	40,000	40,000	40,000	40,000	200,000
		387,000	487,000	352,000	225,000	274,000	1,725,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
<u>Fire Improvements</u>							
Fire Department (300)							
Fire Apparatus Replacements	36	865,000	1,000,000	1,500,000	1,300,000	1,100,000	5,765,000
Fire Facility Maintenance	37	75,000	75,000	140,000	190,000	120,000	600,000
Fire Technology Equipment Replacement	38	40,000	60,000	50,000	50,000	60,000	260,000
Firefighter Safety Equipment	39	0	17,000	20,000	40,000	40,000	117,000
Fire Mobile Radios	40	0	0	0	0	500,000	500,000
		980,000	1,152,000	1,710,000	1,580,000	1,820,000	7,242,000
<u>Information Technology Improvements</u>							
Information Technology (170)							
Technology Equipment Replacements	41	130,000	85,000	100,000	155,000	165,000	635,000
Local Area Network (LAN) Upgrades	42	125,000	200,000	109,000	115,000	136,000	685,000
Telecommunication Systems Upgrades	43	20,000	20,000	60,000	20,000	20,000	140,000
Storage Area Network (SAN)	44	40,000	0	0	200,000	0	240,000
Cyber Security	45	25,000	10,000	10,000	10,000	10,000	65,000
Fayetteville-AR.gov Technical Improvements	46	20,000	22,000	23,000	24,000	25,000	114,000
Document Management	47	20,000	22,000	22,000	23,000	23,000	110,000
Geographic Information System (GIS)	48	50,000	50,000	50,000	50,000	50,000	250,000
Regional Park Fiber and Network	49	30,000	15,000	0	0	0	45,000
*Hansen Version 8 Upgrade	50	500,000	75,000	0	0	0	575,000
		960,000	499,000	374,000	597,000	429,000	2,859,000
<u>Library Improvements</u>							
Library (080)							
Library Materials Purchases	51	431,000	413,000	542,000	561,000	581,000	2,528,000
Library Technology Equipment Replacements	52	75,000	34,000	205,000	185,000	101,000	600,000
		506,000	447,000	747,000	746,000	682,000	3,128,000
<u>Media Services Improvements</u>							
Media Services Improvements (060)							
City Hall Room 111 Audio-Visual Upgrade	53	97,000	0	0	0	0	97,000
Television Center Equipment	54	50,000	85,000	25,000	50,000	50,000	260,000
Digital Signage Implementation	55	12,000	12,000	12,000	12,000	12,000	60,000
City Hall A-V Maintenance	56	10,000	10,000	10,000	10,000	10,000	50,000
		169,000	107,000	47,000	72,000	72,000	467,000

* This project may require funding from the General Fund.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
<u>Miscellaneous Capital Improvements</u>							
Facilities Management (140)	57	90,000	150,000	163,000	141,000	200,000	744,000
Woolsey Homestead Historic Restoration Project		90,000	150,000	163,000	141,000	200,000	744,000
<u>Other Capital Improvements</u>							
Accounting & Audit Improvements (130)	58	8,000	8,000	8,000	8,000	8,000	40,000
Audit Expense	59	0	0	6,000	0	0	6,000
Accounting Office Equipment							
Engineering (621)	60	0	36,000	0	0	0	36,000
GPS Survey Equipment		8,000	44,000	14,000	8,000	8,000	82,000
<u>Parks & Recreation Improvements</u>							
Parks & Recreation (520)	61	35,000	0	0	0	0	35,000
Parks & Recreation Software	62	58,000	58,000	58,000	58,000	58,000	290,000
Park Paving Improvements	63	10,000	0	0	0	0	10,000
Lake Fayetteville Watershed Grant Match	64	30,000	0	0	0	0	30,000
Parks & Rec Maintenance Work Order System	65	0	250,000	0	0	0	250,000
Lake Improvements	66	32,000	26,000	26,000	25,000	25,000	134,000
Forestry & Habitat Improvements	67	15,000	15,000	15,000	15,000	15,000	75,000
Parks & Recreation Safety & ADA	68	23,000	23,000	23,000	23,000	23,000	115,000
Lights of the Ozarks	69	0	0	0	0	50,000	50,000
Urban Forestry Analysis Update		203,000	372,000	122,000	121,000	171,000	989,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
<u>Police Improvements</u>							
Police (200)							
Police Ballistic Protection	70	41,000	18,000	89,000	42,000	9,000	199,000
Police Weapons Replacement	71	65,000	40,000	36,000	30,000	20,000	191,000
Police Specialized Equipment	72	95,000	232,000	65,000	170,000	25,000	587,000
Police Building Improvements	73	75,000	25,000	75,000	199,000	140,000	514,000
Police Technology Improvements	74	58,000	95,000	83,000	78,000	43,000	357,000
Police Unmarked Vehicles	75	40,000	110,000	80,000	100,000	80,000	410,000
Police Take Home Vehicles	76	62,000	65,000	68,000	142,000	148,000	485,000
Police Virtual Server & Storage Area Network (SAN)	77	20,000	0	20,000	0	0	40,000
Employee Gym Equipment	78	10,000	10,000	10,000	10,000	10,000	50,000
Citywide Radio System Replacement	79	200,000	100,000	100,000	100,000	100,000	600,000
Police Mobile Computer Terminal Replacement	80	0	225,000	0	0	0	225,000
Police Mobile Video Recorder Replacement	81	0	38,000	0	0	0	38,000
Police K9 Replacement	82	0	12,000	0	12,000	0	24,000
Police Equipment Replacement	83	0	10,000	0	0	10,000	20,000
Police Interagency Communications	84	0	0	70,000	0	0	70,000
Police Radio Replacement	85	0	0	44,000	44,000	44,000	132,000
Central Dispatch Center Improvements	86	0	0	35,000	0	0	35,000
Police Network Core & Distribution Switches	87	0	0	34,000	0	38,000	72,000
Police eTicket Equipment Replacement	88	0	0	0	0	60,000	60,000
		666,000	980,000	809,000	927,000	727,000	4,109,000
<u>Street Improvements</u>							
Engineering (621)							
Cost Share / ROW / Intersection / Street Calming	89	100,000	100,000	100,000	100,000	100,000	500,000
		100,000	100,000	100,000	100,000	100,000	500,000
<u>Trail Improvements</u>							
Transportation Services (410)							
Trail Development	90	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
		1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
<u>Transportation Improvements</u>							
Parking Management (430)							
Parking Lot Improvements (City Employee)	91	10,000	10,000	10,000	10,000	10,000	50,000
Transportation Services (410)							
In-House Pavement Improvements	92	2,216,000	2,200,000	2,200,000	2,200,000	2,200,000	11,016,000
Sidewalk Improvements	93	600,000	500,000	500,000	500,000	500,000	2,600,000
Traffic Signal Improvements	94	110,000	150,000	150,000	150,000	150,000	710,000
Wireless Traffic Signal Control	95	40,000	0	0	0	0	40,000
		2,976,000	2,860,000	2,860,000	2,860,000	2,860,000	14,416,000
Sales Tax Capital Improvements - Total		9,188,000	9,159,000	9,276,000	9,385,000	9,303,000	46,311,000
5400 - WATER & SEWER:							
<u>Wastewater Treatment Improvements</u>							
Utilities Director (700)							
Phosphorus Standards Management	97	50,000	50,000	50,000	50,000	50,000	250,000
Wastewater Treatment Plant 730)							
Plant Pumps & Equipment - W.W.T.P.	98	405,000	355,000	500,000	500,000	500,000	2,260,000
W.W.T.P. Building Improvements	99	30,000	30,000	150,000	150,000	150,000	510,000
Upgrade & Replace Lift Stations - W.W.T.P.	100	50,000	100,000	150,000	150,000	150,000	600,000
Lake Sequoyah Sediment Removal	101	500,000	500,000	500,000	500,000	500,000	2,500,000
Filter Cell Replacement - W.W.T.P.	102	1,000,000	0	0	0	0	1,000,000
		2,035,000	1,035,000	1,350,000	1,350,000	1,350,000	7,120,000
<u>Water & Sewer Improvements</u>							
Water & Sewer Maintenance (720)							
Water System Rehabilitation & Replacement	103	1,885,000	2,065,000	2,000,000	2,000,000	2,000,000	9,950,000
Sanitary Sewer Rehabilitation	104	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Water & Sewer Relocations - Bond Projects	105	500,000	500,000	500,000	500,000	500,000	2,500,000
Water Storage & Pump Station Maintenance	106	100,000	115,000	90,000	50,000	50,000	405,000
Water & Sewer Equipment Expansions	107	400,000	50,000	50,000	50,000	50,000	600,000
Water & Sewer Impact Fee Cost Sharing Projects	108	150,000	150,000	150,000	150,000	150,000	750,000
West Water Transmission Line	109	50,000	50,000	50,000	50,000	50,000	250,000
		4,585,000	4,430,000	4,340,000	4,300,000	4,300,000	21,955,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Water & Sewer Services Improvements							
Utilities Financial Services Improvements (710)							
Utilities Financial Services Improvements	110	10,000	10,000	10,000	10,000	10,000	50,000
Utilities Technology Improvements	111	20,000	30,000	20,000	20,000	20,000	110,000
Water & Sewer Maintenance (720)							
Water & Sewer Building & Office Improvements	112	50,000	50,000	50,000	50,000	50,000	250,000
Water Meters	113	325,000	325,000	325,000	325,000	325,000	1,625,000
Water & Sewer Rate/Operations Study	114	20,000	20,000	20,000	20,000	20,000	100,000
Backflow Prevention Assemblies	115	10,000	10,000	10,000	10,000	10,000	50,000
Water & Sewer Technology Equip. Replacements	116	30,000	20,000	20,000	35,000	25,000	130,000
		465,000	465,000	455,000	470,000	460,000	2,315,000
Water & Sewer - Total							
		7,085,000	5,930,000	6,145,000	6,120,000	6,110,000	31,390,000
5500 - RECYCLING & TRASH COLLECTION:							
Recycling & Trash Collection Improvements							
Recycling & Trash Collection (750)							
Transfer Station Improvements	117	123,000	27,000	0	20,000	0	170,000
Recycling & Trash Collection Rate Study	118	40,000	0	0	0	0	40,000
Master Plan Expansion	119	638,000	207,000	610,000	7,000	7,000	1,469,000
Scale House Improvements	120	64,000	42,000	0	0	0	106,000
Technology Equipment Replacements	121	10,000	1,000	8,000	8,000	8,000	35,000
Truck Electrical Outlets & Block Heaters	122	0	12,000	0	0	0	12,000
Cart Washer	123	0	25,000	0	0	0	25,000
Recycling & Trash Collection Containers	124	0	0	50,000	0	50,000	100,000
Recycling & Trash Collection Compactors	125	0	0	100,000	100,000	100,000	300,000
Compost Site Improvements	126	0	0	15,000	0	0	15,000
RTC - Route Optimization & RFID System	127	0	96,000	96,000	96,000	96,000	384,000
Material Recovery Improvements	128	0	0	0	64,000	420,000	484,000
		875,000	410,000	879,000	295,000	681,000	3,140,000
Recycling & Trash Collection - Total							
		875,000	410,000	879,000	295,000	681,000	3,140,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Funding Source / Category / Division	Page #	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
5550 - AIRPORT:							
<u>Aviation Improvements</u>							
Aviation (760)							
Airport Pavement Painting	129	100,000	0	0	0	0	100,000
Airport Lighting Improvements	130	20,000	0	0	0	0	20,000
Terminal Improvements	131	75,000	40,000	80,000	50,000	0	245,000
Airport Equipment Replacement	132	18,000	18,000	18,000	18,000	18,000	90,000
		213,000	58,000	98,000	68,000	18,000	455,000
Airport - Total		213,000	58,000	98,000	68,000	18,000	455,000
9700 - SHOP:							
<u>Vehicles & Equipment Improvements</u>							
Fleet Operations (770)							
Fleet - Police / Passenger Vehicles	133	261,000	455,000	251,000	421,000	506,000	1,894,000
Fleet - RTC Vehicles / Equipment	134	1,166,000	1,352,000	1,845,000	1,460,000	675,000	6,498,000
Fleet - Construction Equipment	135	260,000	0	45,000	0	130,000	435,000
Fleet - Backhoes / Loaders	136	0	117,000	322,000	255,000	565,000	1,259,000
Fleet - Heavy Utility Vehicles	137	278,000	420,000	160,000	1,065,000	0	1,923,000
Fleet - Tractors / Mowers	138	307,000	433,000	317,000	141,000	128,000	1,326,000
Fleet - Light / Medium Utility Vehicles	139	545,000	564,000	247,000	500,000	380,000	2,236,000
Fleet - Other Vehicles / Equipment	140	180,000	321,000	683,000	85,000	333,000	1,602,000
Fleet Car Wash	141	563,000	310,000	50,000	0	0	923,000
		3,560,000	3,972,000	3,920,000	3,927,000	2,717,000	18,096,000
<u>Facility Improvements</u>							
Fleet Operations (770)							
Transportation & Fleet Building Improvements	142	30,000	31,000	27,000	0	60,000	148,000
		30,000	31,000	27,000	0	60,000	148,000
Shop - Total		3,590,000	4,003,000	3,947,000	3,927,000	2,777,000	18,244,000
All Funding Sources - Total		\$ 23,266,000	\$ 22,272,000	\$ 22,744,000	\$ 22,339,000	\$ 21,383,000	\$ 112,004,000

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Sidewalk Improvements

Division: 410 - Transportation Services

Funding: 2100 - Street

Category: Transportation Improvements

Rank: 1

Project #: 02053

Project Request		
2018	\$	380,000
2019		380,000
2020		380,000
2021		380,000
2022		380,000
Total	\$	1,900,000

Description:

This project is to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks.

Scheduled Implementation:

Active Project

City staff reviews sidewalk needs in conjunction with the street overlay program. An annual construction plan is recommended to the Active Transportation Advisory Committee and Transportation Committee. The final plan is presented to City Council for approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Transportation & Fleet Building Improvements

Division: 410 - Transportation Services

Funding: 2100 - Street

Category: Facilities Management Improvements

Rank: 2

Project #: 00000

Project Request		
2018	\$	30,000
2019		25,000
2020		25,000
2021		60,000
2022		-
Total	\$	140,000

Description:

This project is for energy efficiency, weatherization, and facility improvements which includes the repair and replacement of inefficient HVAC equipment, lighting upgrades, weatherization roof coating, ADA improvements, security improvements, exterior painting, and other facility repairs.

Scheduled Implementation:

New Project Request

Facilities Management has assessed necessary repairs and proposed a tentative schedule beginning with LED fixture replacement throughout the building, installation of a new gate at the west entrance, and replacing wall panels.

Effect on Operations:

Maintenance and efficiency upgrades will reduce energy consumption. The maintenance cost is shared by the Transportation and Fleet Operations divisions and assigned by square footage.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Meadow Street Parking Deck Improvements

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 1

Project #: 15004

Project Request		
2018	\$	162,000
2019		20,000
2020		20,000
2021		20,000
2022		20,000
Total	\$	242,000

Description:

This project is for the on-going maintenance of the Meadow Street Parking Deck that is a 36-year old parking garage located directly behind the Chancellor Hotel. A structural inspection of the deck identified several necessary repairs. Many of the issues are the result of weatherization and general aging of the parking deck. The evaluation noted that most of the issues are not structurally significant but can create long-term maintenance problems if not addressed.

Scheduled Implementation:

Active Project

Based on the structural inspection, the design will be performed in 2018 with construction in 2019.

Effect on Operations:

No effect on operational costs.

Master Plan(s) Addressed:

The Downtown Master Plan calls for parking structures and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of this centrally located parking deck support those goals.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parking Lot Improvements & Overlays

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 2

Project #: 06001

Project Request		
2018	\$	25,000
2019		25,000
2020		25,000
2021		25,000
2022		25,000
Total	\$	125,000

Description:

This project is to maintain the City's public parking lots. The City currently has twelve public parking lots located in the Downtown Business and the Entertainment Districts. The surface lots are asphalt that periodically require general maintenance such as crack seal, seal coat, re-striping, pot hole patching, and bumper block replacement. These lots also require a complete asphalt overlay on a less frequent basis. This parking maintenance program provides routine maintenance and improvements in rotation for these lots as needed.

Scheduled Implementation:

Active Project

Parking lot improvement and maintenance is on-going. Immediate needs have been identified in Lot 55 (Legacy Building) in the Entertainment District and Lot 5 (Meadow/East) in the Downtown Business District. Additional and more urgent needs may occur as a result of shared parking agreements with private lot owners.

Effect on Operations:

On-going improvements to parking lots and equipment reduces the need for more expensive maintenance in the future.

Master Plan(s) Addressed:

The Downtown Master Plan calls for parking facilities and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these publicly owned surface lots supports this goal. The Downtown Master Plan and City 2030 Plan also address infill and development of first generation parking facilities and therefore existing lots must be properly maintained to meet current needs as well as potential increases in future demand. On-going maintenance efforts improve walkability within the lots.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parking Infrastructure Improvements

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: In-House Sidewalk Improvements

Rank: 3

Project #: 00000

Project Request		
2018	\$	10,000
2019		15,000
2020		20,000
2021		20,000
2022		20,000
Total	\$	85,000

Description:

This project is to Increase lighting and sidewalk repairs that link remote parking lots and spaces to core destinations. Specific, strategic locations for lighting and sidewalk repair include West Avenue between Mountain and Spring Streets, School Avenue between Center and Spring Street, Church Avenue between Mountain and Spring Streets, Meadow Street between College and Block Avenues, and Watson Street between Campbell and Thompson Streets. Lighting upgrades identified include Spring Street between College and West Avenues and Church Avenue between Mountain and Dickson Streets. Additionally, uniform and consistent signage detailing rate information is needed in both public and privately owned parking lots throughout the Entertainment and Downtown Business Districts.

Scheduled Implementation:

New Project Request

Coordination with the City's Transportation Division work schedule for the sidewalks would be required to determine prioritization of the project. The way-finding and rate information signage would be implemented in 2018.

Effect on Operations:

The utility expense is estimated to increase by \$4,800 annually for 10 new lights.

Master Plan(s) Addressed:

The City's Parking Study, Transportation/Mobility Plan, Downtown Master Plan, Active Transportation Plan, and City 2030 Plan all recommend expanding the City's sidewalk network to create highly walkable neighborhoods and commercial districts. Appropriate signage along this network further supports these goals. The above plans all address public transit and appropriate signage directing parkers to facilities near transit stops that further promotes transit-oriented goals. Offering uniform signage to private lot owners could assist in increasing public supply and brokering shared parking agreements consistent with the Parking Study, Downtown Master Plan, and City 2030 Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parking Technology Equipment Replacements

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 4

Project #: 02057

Project Request		
2018	\$	10,000
2019		1,000
2020		10,000
2021		9,000
2022		3,000
Total	\$	33,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, Information Technology staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners.

Scheduled Implementation:

Active Project

Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

Effect on Operations:

This project ensures staff has adequate technology equipment to perform their daily tasks.

Master Plan(s) Addressed:

By replacing computer technology via a structured computer replacement plan, the project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provides for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parking Enforcement Upgrades

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 5

Project #: 00000

Project Request		
2018	\$	5,000
2019		15,000
2020		20,000
2021		20,000
2022		20,000
Total	\$	80,000

Description:

This project is to replace parking enforcement equipment. The equipment is over ten (10) years old, is no longer supported by the vendor, and is in need of replacement. To achieve cohesiveness and efficiency, staff would pursue an enforcement vendor that provides the handheld hardware, financial software, and other technology needs that have been identified in the City's Parking Study such as License Plate Recognition (LPR) technology and mobile credit card processors. Other items include utilization sensors for parking lots and real-time availability applications for consumers.

Scheduled Implementation:

New Project Request

The replacement of enforcement equipment, availability apps, and software upgrades would be implemented in 2018. The license plate recognition technology and utilization sensors for parking lots would be implemented by 2022.

Effect on Operations:

Additional operational costs will be incurred for software upgrades and the real-time availability application and for the replacement and maintenance associated with the license plate recognition cameras and lot sensors.

Master Plan(s) Addressed:

This project provides or supports other technology needs that have been identified in the City's Parking Study such as license plate recognition technology and mobile credit card processors. Other items associated with this project from the study include utilization sensors for parking lots and real-time availability applications for consumers. In addition, the Active Transportation Plan notes that a multi-modal community contains a moderate parking supply that is priced appropriately in high destination areas.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Meter Pay Station Upgrade & Replacement

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 6 **Project #:** 00000

Project Request		
2018	\$	-
2019		15,000
2020		30,000
2021		45,000
2022		45,000
Total	\$	135,000

Description:

This project is to replace single head mechanical parking meters with smart meters that accept credit card payments. Pay stations would be installed at city-managed parking lots in the district as part of the technology upgrade. Upgrades to existing pay stations in the Entertainment District may also be required to move to a more efficient pay-by-plate enforcement strategy.

Scheduled Implementation:

New Project Request

Smart meter installation is scheduled for 2019 while other aspects of the project would be implemented as needed.

Effect on Operations:

Operational costs include annual service fees for smart meters at \$12,000 for 200 on-street meters and \$4,800 for four new pay stations. Operational costs for the monthly service fees for smart meters could be offset with rate changes.

Master Plan(s) Addressed:

Recommendations from the City's Parking Study include technology upgrades to smart meters capable of accepting credit card payments. Pay stations installed at City-managed parking lots would make payment methods more consistent across the Downtown Business and Entertainment Districts. Upgrades to existing pay stations in the Entertainment District would allow a move to a pay-by-plate payment method which would pave the way to a more efficient License Plate Recognition (LPR) enforcement method. In addition, the Active Transportation Plan notes that a multi-modal community contains a moderate parking supply that is priced appropriately in high destination areas and these equipment upgrades are an extension of that characteristic.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Spring Street Parking Deck Improvements

Division: 430 - Parking Management

Funding: 2130 - Parking

Category: Parking Improvements

Rank: 7

Project #: 15003

Project Request		
2018	\$	-
2019		10,000
2020		25,000
2021		25,000
2022		25,000
Total	\$	85,000

Description:

This project is for the on-going maintenance of the parking deck on Spring Street.

Scheduled Implementation:

Active Project

Effect on Operations:

Master Plan(s) Addressed:

The Downtown Master Plan calls for parking structures and shared parking that promotes a park-once environment. Maintenance efforts and upgrades that support the continued use of this centrally located parking deck support those goals. The creation of this deck fulfilled the need for a parking structure in the Entertainment District and continual maintenance and upgrade of this deck furthers the goals established in the City 2030 Plan.

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Community Park Improvements

Division: 520 - Parks & Recreation

Funding: 2250 - Parks Development

Category: Parks & Recreation Improvements

Rank: 1

Project #: 13001

Project Request		
2018	\$	789,000
2019		1,281,000
2020		912,000
2021		1,000,000
2022		1,000,000
Total	\$	4,982,000

Description:

This project is to update, expand, and replace facilities within community parks to better serve citizens as well as add new amenities that meet the current citizen needs.

Scheduled Implementation:

Active Project

2018: Replace the basketball court, tennis court lighting, and add office space at Wilson. Add splash pad and parking at Gulley Park; 2019: Renovate Gulley, Finger, Walker, Wilson and Lake Fay restrooms, install artificial turf at Gary Hampton; 2020: Replace Lake Fay docks, improve Veterans Park parking, replace Gulley playground, and add lights to Walker Skate Park; 2021: Add large pavilion/restroom at Gulley and replace Gordon Long playground; and 2022: Renovate Lake Fay softball fields.

Effect on Operations:

In 2018, Gulley Park splash pad utility cost for water is estimated at \$20,000, electricity at \$1,000, and building and maintenance costs are estimated at \$3,000 for general repairs each year. In 2020, the skate park lighting utility cost is estimated at \$3,000 per year. In 2021, the new pavilion/restrooms at Gulley Park is estimated at \$2,000 for utilities, \$1,000 for janitorial supplies, and \$1,500 for building and maintenance.

Master Plan(s) Addressed:

The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the Parks Master Plan from the Executive Summary through the general recommendations. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fire Impact Fee Improvements

Division: 300 - Fire

Funding: 2300 - Impact Fee

Category: Fire Improvements

Rank: 1

Project #: 07003

Project Request		
2018	\$	89,000
2019		92,000
2020		95,000
2021		98,000
2022		101,000
Total	\$	475,000

Description:

The purpose of this project is to accumulate funding for fire projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Impact Fee Improvements

Division: 200 - Police

Funding: 2300 - Impact Fee

Category: Police Improvements

Rank: 1

Project #: 07001

Project Request		
2018	\$	115,000
2019		133,000
2020		137,000
2021		142,000
2022		155,000
Total	\$	682,000

Description:

The purpose of this project is for police projects that are associated with the increase in developments throughout the City.

Scheduled Implementation:

Active Project

Use of impact fees will be annually evaluated to determine expansion needs.

Effect on Operations:

Any effects this project has on operations will be evaluated prior to implementation of an expansion project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water Impact Fee Improvements

Division: 700 - Utilities Director

Funding: 2300 - Impact Fee

Category: Water & Sewer Improvements

Rank: 1

Project #: 07002

Project Request		
2018	\$	400,000
2019		400,000
2020		400,000
2021		400,000
2022		400,000
Total	\$	2,000,000

Description:

This project is to accumulate funding for water projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Wastewater Impact Fee Improvements

Division: 700 - Utilities Director

Funding: 2300 - Impact Fee

Category: Wastewater Treatment Improvements

Rank: 2

Project #: 07004

Project Request		
2018	\$	300,000
2019		300,000
2020		300,000
2021		300,000
2022		300,000
Total	\$	1,500,000

Description:

This project is to accumulate funding for wastewater projects that are associated with the increase in developments throughout the City. The funding for this project comes from impact fees collected from developments.

Scheduled Implementation:

Active Project

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Animal Services Improvements

Division: 671 - Animal Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Facilities Management Improvements

Rank: 1

Project #: 14002

Project Request		
2018	\$	33,000
2019		51,000
2020		18,000
2021		48,000
2022		-
Total	\$	150,000

Description:

This project is for the facilities maintenance at Animal Services. This project includes HVAC replacement, plumbing upgrades, replacing fixtures with LED lighting, window replacements in the dog room, roof replacement on the main shelter building, and the purchase of a generator.

Scheduled Implementation:

New Project Request

2018 - HVAC unit replaced and LED fixtures at the main shelter building and windows replaced in the dog room; 2019 - HVAC unit and plumbing replaced at the main shelter building, a HVAC unit replaced at the clinic, and purchase of a generator; 2020 - HVAC units replaced at the main shelter building, the clinic, and the kennel building; and 2021 - HVAC unit and roof replacement on the main shelter building.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Other Drainage Improvements

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: 1

Project #: 02108

Project Request		
2018	\$	400,000
2019		200,000
2020		200,000
2021		200,000
2022		200,000
Total	\$	1,200,000

Description:

This project is for drainage projects needed to mitigate flooding, repair and upgrade existing systems, cost share with developments when applicable, and for storm drainage materials for use in projects constructed by in-house crews. Funding will be accumulated where possible for additional large drainage projects.

Scheduled Implementation:

Active Project

This is an on-going project to address drainage problems as they are identified and to collect funds for larger projects that may take multiple years to implement.

Effect on Operations:

Typically, drainage projects completed under this program reduce operational cost due to reduced maintenance requirements.

Master Plan(s) Addressed:

The City Council's Guiding Principles of "Well Maintained City Infrastructure and Facilities" as well as the "Ecosystem Preservation" may be addressed with this project. The project covers maintenance, repair, and upgrades to storm drain systems and may also include stream restoration, erosion repairs, and other similar projects that protect or improve water quality.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Stormwater Quality Management

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: 2

Project #: 02097

Project Request		
2018	\$	160,000
2019		160,000
2020		160,000
2021		160,000
2022		160,000
Total	\$	800,000

Description:

This project is on-going and includes activities required to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit that is administered by the Arkansas Department of Environmental Quality. The funding is also used for other stormwater projects that focus on improving water quality in accordance with the City's Nutrient Reduction Plan, including stream restoration projects, funding for water quality groups, and project management and administration.

Scheduled Implementation:

Active Project

This is an on-going project that has yearly obligations. Additional funding is used for matching funds for stream restoration and other water quality projects that become available.

Effect on Operations:

Stream restoration projects require maintenance after the initial period.

Master Plan(s) Addressed:

This project furthers the City Council's Guiding Principle of "Ecosystem Preservation" by funding water quality protection and improvement projects.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Drainage Maintenance

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: 3

Project #: 11021

Project Request		
2018	\$	50,000
2019		50,000
2020		100,000
2021		100,000
2022		100,000
Total	\$	400,000

Description:

This project is to replace deteriorated or inadequate drainage structures or pipes to improve water flow and reduce localized flooding.

Scheduled Implementation:

Active Project

Transportation works with the City's Engineering Division to identify and prioritize projects. Pending projects include Ramsey Avenue and Prairie Street box culverts, installation of storm drain pipe along Millsap Road and Duncan Avenue, Park Avenue drainage improvements, and replacement of deteriorated or undersized pipe at various locations throughout the City.

Effect on Operations:

Effects on operations will depend on specific projects but generally decreases cost by correcting problems and reducing recurring maintenance.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Building Improvements

Division: 140 - Facilities Management

Funding: 4470 - Sales Tax Capital Improvements

Category: Facilities Management Improvements

Rank: 1 Project #: 02046

Project Request		
2018	\$	290,000
2019		390,000
2020		260,000
2021		134,000
2022		194,000
Total	\$	1,268,000

Description:

This project is for the repairs to city facilities. The repairs and replacements include damaged and worn roofs, and HVAC systems. The project also provides for other improvements such as remodels which includes painting, light fixtures, plumbing fixtures, ceilings, floor coverings, fire alarms, furniture, and window replacements.

Scheduled Implementation:

Active Project

In 2018 - Phase 2 of window replacements at the City Administration building and ADA parking on the south side; and 2019 - HVAC replacements, office remodels, and LED lighting.

Effect on Operations:

Replacement of older equipment, roofs, windows, and lighting and plumbing fixtures provides a decrease in energy use.

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The replacement of roofs, HVAC systems, lighting upgrades, window replacements, and interior finish upgrades support the goal of this initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Building Improvements

Division: 140 - Facilities Management

Funding: 4470 - Sales Tax Capital Improvements

Category: Facilities Management Improvements

Rank: 1

Project #: 02046

Project Request		
2018	\$	290,000
2019		390,000
2020		260,000
2021		134,000
2022		194,000
Total	\$	1,268,000

Description:

This project is for the repairs to city facilities. The repairs and replacements include damaged and worn roofs and HVAC systems. The project also provides for other improvements such as remodels which includes painting, light fixtures, plumbing fixtures, ceilings, floor coverings, fire alarms, furniture, and window replacements.

Scheduled Implementation:

Active Project

In 2018 - Phase 2 of window replacements at the City Administration building and ADA parking on the south side; and 2019 - HVAC replacements, office remodels, and LED lighting.

Effect on Operations:

Replacement of older equipment, roofs, windows, and lighting and plumbing fixtures provides a decrease in energy use.

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well-Maintained City Infrastructure and Facilities." The replacement of roofs, HVAC systems, lighting upgrades, window replacements, and interior finish upgrades support the goal of this initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Building Efficiency Improvements

Division: 631 - Sustainability & Resilience

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #: 15009

Project Request		
2018	\$	40,000
2019		40,000
2020		40,000
2021		40,000
2022		40,000
Total	\$	200,000

Description:

This project consists of annual, smaller scale energy efficiency, weatherization, and water conservation improvements to city buildings. Included in the project is the repair and replacement of inefficient HVAC equipment, lighting upgrades, insulation, window repair/replacement, and water efficiency projects. Energy assessments may need to be performed on several buildings to identify the scope of specific projects.

Scheduled Implementation:

Active Project

Improvements with the greatest payback will be completed first.

Effect on Operations:

Reduction in utility and maintenance costs and time spent repairing outdated equipment.

Master Plan(s) Addressed:

Anticipated recommendations from the Energy Action Plan (Fall 2017) include reducing energy consumption in city-owned buildings through a combination of energy efficiency improvements and greater investment in on-site renewables. Investment in building efficiency improvements will directly support this goal of reducing city-owned building energy consumption. Building efficiency Improvements and the development of the City's Energy Action Plan directly support the recommended sustainability strategic focus areas in the Fayetteville First and Economic Development Plans including sustainable Fayetteville branding and STAR Communities re-certification action items.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fire Apparatus Replacements

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 1

Project #: 03019

Project Request		
2018	\$	865,000
2019		1,000,000
2020		1,500,000
2021		1,300,000
2022		1,100,000
Total	\$	5,765,000

Description:

This project is for the replacement of fire apparatus. The Fire Department has experienced a dramatic increase in emergency call volume which is impacting the replacement cycle for the fleet. The general industry standard guideline is for a fire engine/quint to serve on the front line for seven years and in the reserve fleet for three years for a total of 10 years of reliable service. For a ladder truck or aerial apparatus, the guideline is to serve for 10 years on the front line and five years in the reserve fleet. In addition to the \$5,765,000 funded in the 2018-2022 period, there is \$1,920,000 in funding on the unfunded project list.

Scheduled Implementation:

Active Project

In 2018 - purchase of a Quint apparatus. in 2019 - purchase an Aerial Ladder Platform apparatus. In 2021 - purchase two engines, one for replacement and one expansion apparatus for a new fire company. In 2022 - purchase another Quint apparatus.

Effect on Operations:

Motor pool costs for maintenance will be reduced initially. However, as the fire trucks age the maintenance and repair costs will follow the normal patterns. In 2021, personnel cost will increase with the approval of a new fire station and crew as well as motor pool for the expansion units.

Master Plan(s) Addressed:

Within the City Council's Guiding Principles, two priorities are identified that pertain to this project. The initiatives are a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." Maintaining the apparatus replacement schedule keeps the equipment from deteriorating. In order to meet the emergency response demands of the Fire Department, the apparatus needs to be reliable and dependable. This also directly impacts the reputation as a safe community.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fire Facility Maintenance

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 2 **Project #:** 02006

Project Request		
2018	\$	75,000
2019		75,000
2020		140,000
2021		190,000
2022		120,000
Total	\$	600,000

Description:

This project is for major repairs to 10 existing facilities. Repairs include but are not limited to roofing, plumbing, or drainage repairs and replacements, remodeling, fencing, driveway replacements, generators, stability assessments, fire escape replacements, and structural repairs to stations. This project allows for necessary repairs to the Fire Department's multiple fire stations, office locations, and facilities.

Scheduled Implementation: *Active Project*

Projects include additional parking and driveway improvements at Station #7 and concrete driveways and station building renovations/additions at multiple stations.

Effect on Operations:

This project allows maintenance of the current facilities and addresses future maintenance needs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fire Technology Equipment Replacements

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 3

Project #: 10017

Project Request		
2018	\$	40,000
2019		60,000
2020		50,000
2021		50,000
2022		60,000
Total	\$	260,000

Description:

This project will allow for the replacement of systems as they become technologically obsolete or inoperable without interrupting daily operations. With computer devices in all apparatus as well as all fire stations, staff is currently supporting and maintaining over 90 computers, mobile devices and software applications for 122 personnel. As technology infiltrates personal protective equipment such as face pieces and sensors, there is a growing demand to support and maintain new technology. In addition, there is personnel accountability technology that helps account for the overall status of personnel and records movements into and out of an emergency incident.

Scheduled Implementation:

Active Project

The Information Technology Division of the City identified a replacement schedule for 2018-2022. This replacement list includes but is not limited to computers, printers, tablets, and data terminals. In 2019, additional funds have been requested due to the replacement of mobile data terminals.

Effect on Operations:

Anticipated upgrades will be needed for integrated personal safety equipment, hardware, and software. These upgrades will allow staff to keep current with the continual information technology needs.

Master Plan(s) Addressed:

This request addresses the Council Strategic Guiding Principles of a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." This project is essential for maintaining the investment citizens have made in city public safety systems.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Firefighter Safety Equipment

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 4

Project #: 16002

Project Request		
2018	\$	-
2019		17,000
2020		20,000
2021		40,000
2022		40,000
Total	\$	117,000

Description:

This project is to replace the cascade systems that refill the breathing air bottles and the air bottles.

Scheduled Implementation:

Active Project

Staff will replace the cascade systems as needed.

Effect on Operations:

The self-contained breathing apparatus air bottles must be replaced after 15 years of service.

Master Plan(s) Addressed:

This request addresses the City Council's Guiding Principle of "Well Maintained City Infrastructure and Facilities." This project specifically covers the anticipated need for replacing existing SCBA fill stations. Staff has increased the life of the fill stations by implementing a comprehensive maintenance program.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fire Mobile Radios

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: 5

Project #: 10015

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		500,000
Total	\$	500,000

Description:

This project is to update the existing radio system which requires updating every ten years. These funds will be included with the Police Department for the required upgrade.

Scheduled Implementation:

Active Project

In 2022, replacement of the City's radio systems.

Effect on Operations:

This will maintain the radio system to the quality level that is necessary to meet the citizen's emergency response needs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Technology Equipment Replacements

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 1 **Project #:** 02057

Project Request		
2018	\$	130,000
2019		85,000
2020		100,000
2021		155,000
2022		165,000
Total	\$	635,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

Scheduled Implementation:

Active Project

Information Technology staff will utilize the replacement plan to prioritize and purchase citywide equipment throughout the year. Staff will meet before the start of each fiscal year to determine priorities for each purchase then use the replacement plan to document and manage the annual equipment replacements.

Effect on Operations:

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year. Due to the increased quantity of replacements, an additional staff member to assist with deploying the equipment is needed.

Master Plan(s) Addressed:

By replacing computer technology, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing the computer technology via a structured computer replacement plan, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Local Area Network (LAN) Upgrades		
Division:	170 - Information Technology		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Information Technology Improvements		
Rank:	2	Project #:	02056

Project Request		
2018	\$	125,000
2019		200,000
2020		109,000
2021		115,000
2022		136,000
Total	\$	685,000

Description:

This project is to upgrade and expand the City's Local Area Network (LAN) infrastructure. The LAN is used by all divisions in the City across thirty locations connecting approximately 850 devices. While most components of the LAN are on a five year lifecycle, consideration is given to increases in the system's user base and advances in technology that create a need for hardware and operating system upgrades. In the next five years, most of the existing servers, switches, and other network hardware will be replaced. Staff also has plans to add technology that will increase the speed and reliability of the different aspects of the LAN. Specifically, redundant and/or battery protected power supplies, internet redundancy, internal/external network penetration testing, security awareness training, network management and testing tools, Wide Area Network (WAN) optimization hardware, additional monitoring and alerting, and tools to help manage and deploy security policy.

Scheduled Implementation:

Active Project

The hardware replacement schedules will be followed as planned with different LAN components replaced each year. In 2019, there is a substantial increase due to several major network components that need to be replaced.

Effect on Operations:

Hardware maintenance cost is expected to increase for the new expansion items.

Master Plan(s) Addressed:

By replacing the City's Local Area Network infrastructure via a structured replacement plan, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured replacement plan ensures the City's infrastructure is kept up to date and current with the latest technology providing for workforce efficiency gains and better service for citizens.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Telecommunication Systems Upgrades		
Division:	170 - Information Technology		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Information Technology Improvements		
Rank:	3	Project #:	04001

Project Request		
2018	\$	20,000
2019		20,000
2020		60,000
2021		20,000
2022		20,000
Total	\$	140,000

Description:

This project is for system upgrades, additional equipment, and new software features that become available for users as well as for additional licenses needed for users adding onto various modules such as the paging system, recording system, etc. and provide phone replacements as-needed.

Scheduled Implementation:

Active Project

Staff anticipates replacing up to 50 phones per year as-needed with a system upgrade planned in 2020.

Effect on Operations:

Slight increases in software maintenance and licensing as employees are added.

Master Plan(s) Addressed:

By keeping the telecommunication system and phones up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Storage Area Network (SAN)
Division: 170 - Information Technology
Funding: 4470 - Sales Tax Capital Improvements
Category: Information Technology Improvements
Rank: 4 **Project #:** 09031

Project Request		
2018	\$	40,000
2019		-
2020		-
2021		200,000
2022		-
Total	\$	240,000

Description:

This project provides storage for the City's increasing data needs. In order to provide fast, reliable access to data, a centralized enterprise class storage system is required. A Storage Area Network (SAN) allows staff to manage storage for a large group of servers as a single pool, as opposed to managing the storage for each server individually. SAN also allows multiple copies of critical data to be stored in geographically diverse locations in an automated and efficient manner. The SAN is currently installed at the City Administration Building and at the Information Technology Division's primary data center. This strategy allows for critical data at one physical location to be replicated to a different physical location which is an essential component for disaster recovery preparedness as well as minimizes potential disruptions of service.

Scheduled Implementation:

Active Project

Drives and enclosures will be added as the demand for storage increases with a major upgrade planned in 2021.

Effect on Operations:

No significant change over the current annual hardware maintenance expense.

Master Plan(s) Addressed:

By maintaining the SAN and keeping the system up to date, this project supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Cyber Security

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 5

Project #: 00000

Project Request		
2018	\$	25,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	65,000

Description:

This project is to provide comprehensive cyber security training across the City, helping to mitigate security risk and improve security posture. This holistic approach to cyber security would provide internal and external penetration testing to ensure the network is as secure and protected as possible. This training will help to manage the problem of social engineering and phishing attacks.

Scheduled Implementation:

New Project Request

Security awareness training in 2018 with external and internal penetration testing every other year.

Effect on Operations:

Master Plan(s) Addressed:

To support the City Council's Guiding Principles of "A Financially Sustainable City Government" and "Well-Maintained City Infrastructure and Facilities," staff needs to continuously monitor and enhance security.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fayetteville-AR.gov Technical Improvements

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 6 Project #: 04047

Project Request		
2018	\$	20,000
2019		22,000
2020		23,000
2021		24,000
2022		25,000
Total	\$	114,000

Description:

This project provides for expansion, enhancements, third party application integration, promotion, and maintenance of the City's website. Fayetteville-AR.gov utilizes a hosted Content Management System (CMS) that is configured and maintained by a third party. This project allows for the continuation of improvements to the website by improving stability, security, marketing, web payments, and the overall marketing and communications of the City of Fayetteville.

Scheduled Implementation:

Active Project

Funding will be utilized on an as-needed basis throughout the year to address important security, stability, and functionality throughout the year.

Effect on Operations:

The Marketing and Communication Division provides direct oversight of the City's website and the Information Technology Division provides technical support and assists with future initiative strategy. Multiple IT staff are involved in the support of the website and underlying technologies with a large role related to web payments.

Master Plan(s) Addressed:

This project will continue to expand the website functionality to include improved web payments, improved communication of projects and plans, and obtain feedback from the community. The website directly supports the Fay First Plan: Business Retentions and Attraction; Lifestyle Quality, Marketing and Communications; and Sustainability.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Document Management

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 7 **Project #:** 02094

Project Request		
2018	\$	20,000
2019		22,000
2020		22,000
2021		23,000
2022		23,000
Total	\$	110,000

Description:

This project is to add additional scanners, licenses, and new functionality as processes are automated within the Laserfiche Electronic Document Management System (EDMS). Each year Laserfiche usage is expanded to new users and divisions and to develop new use cases to improve document management needs such as individual user licenses, server licenses, and forms licenses.

Scheduled Implementation: *Active Project*

Effect on Operations:

Laserfiche process improvements are often labor-intensive for automating or streamlining documents in order to reduce staff time and increase accessibility. Staff time decreases once a new Laserfiche process has been fully implemented.

Master Plan(s) Addressed:

To support the City Council's Guiding Principles of "A Financially Sustainable City Government" and "Well-Maintained City Infrastructure and Facilities," staff needs to accurately and efficiently manage the City's documents. This project provides funding to expand Laserfiche document management to improve the capture, automation, and overall maintenance of documents.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Geographic Information System (GIS)		
Division:	170 - Information Technology		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Information Technology Improvements		
Rank:	8	Project #:	02055

Project Request		
2018	\$	50,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	250,000

Description:

This project is to upgrade and expand the City's Geographic Information Systems (GIS) computer hardware, software, and data collection systems to accommodate growth in the system's applications and user base. This includes computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information. This system provides necessary information for the 911 system, the Planning, Engineering, Economic Development, and Transportation divisions, Hansen, and utility projects. Additionally, GIS provides software, web applications, data, and analytical support to assist many city divisions including Police, Fire, Parks & Recreation, and Economic Vitality in both operational needs and long term planning.

Scheduled Implementation:

Active Project

GIS purchases new aerial photography on an annual basis and updates various datasets on an as-needed basis (elevation contours, building foot prints, etc.). Various purchases coincide with a master plan project to ensure staff has the data available to support the creation and implementation of approved plans. Hardware is purchased based upon the City's technology replacement schedule.

Effect on Operations:

New data that is purchased will improve the quality and accuracy of the GIS data provided to staff and citizens.

Master Plan(s) Addressed:

Every master plan that the City has initiated, except the energy plan, has involved the use of GIS technologies to assist with the development, analysis, and presentation. Both staff and consultants use a myriad of GIS data to perform in depth spatial analysis. Staff works with each master plan to ensure existing data is leveraged and consultants either update existing GIS data or provide the City with copies of the final map data. This includes providing existing data related to parcels, zoning, utilities, trails, parks, transportation, topographical, and aerial photography data and creating new datasets as needed to support plan development.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Regional Park Fiber and Network		
Division:	170 - Information Technology		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Information Technology Improvements		
Rank:	9	Project #:	00000

Project Request		
2018	\$	30,000
2019		15,000
2020		-
2021		-
2022		-
Total	\$	45,000

Description:

This project will interconnect the buildings with fiber at the Regional Park and allow for added services such as video surveillance, access control, phones, and computers. The project includes the installation of fiber within the existing conduits, termination of fiber, and the purchase and installation of the necessary network equipment to support future regional park technology needs.

Scheduled Implementation:

New Project Request

In 2018, the fiber cable between the existing buildings and associated network equipment and video surveillance will be installed. In 2019, additional fiber and network equipment for the planned future expansion to the regional park will be installed.

Effect on Operations:

Hardware maintenance expense would increase with the addition of network equipment.

Master Plan(s) Addressed:

To support the City Council's Guiding Principles of "Reputation as a Safe Community" and a "Fun City in Which to Live," staff is requesting to extend the City's network into the Regional Park. This will lay the foundation to improve security through video and access control, improve safety by allowing phone access, and support recreational programs by allowing computer access. The Parks Master Plan calls for increased amenities and this project will provide the connectivity to support new amenities and programs.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Hansen Version 8 Upgrade

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 10 **Project #:** 16003

Project Request		
2018	\$	500,000
2019		75,000
2020		-
2021		-
2022		-
Total	\$	575,000

Description:

This project is to replace the current work order system the City is using. The upgrade for the Hansen software is very costly and alternatives are being considered. The current software allows staff to track development projects, work orders, inventory, permits, inspections, and customer complaints to assist staff with managing operations. Multiple software vendors are being considered that would replace the existing Hansen functionality, add tablet support, improve efficiency of staff, and include a citizen website portal that would improve customer service within each division. Funding for this project may require a transfer from General Fund.

Scheduled Implementation:

Active Project

The implementation of a new software application would take approximately 12-18 months to complete and would include data conversion from the existing Hansen software and professional services to implement.

Effect on Operations:

Due to the age of the current Hansen software, replacing Hansen with a new software application will provide significant functionality enhancements in usability, mobile applications for field workers, and website portals to improve customer service. This project currently has \$195,000 in funding from reappropriations.

Master Plan(s) Addressed:

To support the City Council's Guiding Principles of "A Diverse, Growing Local Economy" and "Well-Maintained City Infrastructure and Facilities," the current Hansen software needs to be replaced. The new software will focus on improving the efficiency and transparency of Development Services, Engineering, Planning, Code Enforcement, Building Safety, Transportation, and Utilities Financial Services divisions. The software includes tablet computer support which improves how field staff receive and enter work orders and improves the overall management of the transportation and utility infrastructure. The upgrade will also address goals within the Fayetteville First Plan by improving efficiency and decreasing the staff time it takes to process development projects, permits, and related requests.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Library Materials Purchases

Division: 080 - Library

Funding: 4470 - Sales Tax Capital Improvements

Category: Library Improvements

Rank: 1

Project #: 02049

Project Request

2018	\$	431,000
2019		413,000
2020		542,000
2021		561,000
2022		581,000
Total	\$	2,528,000

Description:

This project provides Fayetteville citizens access to library materials that meet recreational and informational needs of the community. Youth collections emphasize materials that encourage and enforce literacy development including picture books, step-up-to-chapter books, audiobooks, eBooks, and fiction and nonfiction books. Adult collection highlights include popular and award-winning fiction and nonfiction books, audiobooks, eBooks, films, and a robust genealogy collection. This project also supports the purchase of microfilm readers used by researchers providing access to the Library's local history collection. Collection size is approximately 325,000 items and is expected to grow by 15% annually with focuses on high demand titles and holds ratio reductions.

Scheduled Implementation:

Active Project

The library materials budget is on a January through December cycle. Materials are ordered and processed daily so that new materials are consistently available to patrons throughout the year.

Effect on Operations:

This project improves wait times for high demand items, increases the variety of materials available, and improves equality of access to information regardless of citizen's socioeconomic status.

Master Plan(s) Addressed:

Library collections directly support the Fayetteville First Master Plan through contribution to the health of Fayetteville's arts and culture environment (focus 1). In addition to providing access to humanities, educational and literary materials, local history collections are greatly valued, preserving Fayetteville's past. Much of the Library's collection is devoted to workforce development and educational materials (focus 3). Providing resources that support individuals' employment endeavors increases quality of life in Fayetteville. Access to robust collections and resources as a supplementation to education of all levels is attractive to potential citizens who value education. Furthermore, the Library provides numerous resources focused on small business and nonprofit management. Both sectors are faithful library users who are supported through capacity building resources and education opportunities. Additionally, this project supports the City's 2030 Plan, Goal 1 by subsidizing the resources available at investments in Fayetteville's civic core.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Library Technology Equipment Replacements

Division: 080 - Library

Funding: 4470 - Sales Tax Capital Improvements

Category: Library Improvements

Rank: 2

Project #: 04004

Project Request		
2018	\$	75,000
2019		34,000
2020		205,000
2021		185,000
2022		101,000
Total	\$	600,000

Description:

This project is to provide new and/or upgraded technology infrastructure and services to library staff and patrons. The technology replacement cycle is typically five years or less depending upon utilization. The project includes but is not limited to: all personal computing stations (staff and public); circulating technology equipment including laptops, iPads, and DVD players; server infrastructure; IP camera based digital CCTV system; VoIP phone system; IP speaker web based mass communication and paging system; networking equipment; Starr Island learning stations; and various pieces of trending digital equipment for a patron technology innovation center/maker space.

Scheduled Implementation:

Active Project

The project is planned to be implemented prior to June of each year to ensure the maximum number of library patrons are able to access and use the latest technologies while using the Library.

Effect on Operations:

In 2016, there were 104,813 computer sessions and 326,722 wireless hours.

Master Plan(s) Addressed:

Technology purchased through this project supports the City's digital inclusion priorities. The funded equipment provides citizens, regardless of socioeconomic status, equal access to essential workforce, creative, research, educational, STEM, and personal technologies required to participate efficiently in society. Students depend on 24/7 digital access to library resources through the i-card initiative where all Fayetteville students are issued internet library cards and provided access to the Library's on-line homework help and e-resources as well as access to the computers and printing inside the Library. In support of the City's historical and cultural resources goals, library technology is used to develop and maintain a digital archive, preserving local history and making it available to researchers and local historians. These projects directly support the City Council Strategic Initiatives and the Fayetteville First Plan, specifically Focus 1: Arts and Culture, Focus 3: Education/Workforce, and Focus 4: Entrepreneurship and Innovation.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: City Hall Room 111 A-V Upgrade

Division: 060 - Media Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Media Services Improvements

Rank: 1

Project #: 00000

Project Request		
2018	\$	97,000
2019		-
2020		-
2021		-
2022		-
Total	\$	97,000

Description:

This project is to convert meeting room 111 in the City Administration building to a multipurpose room by replacing the existing equipment and furniture with all new audio/video equipment, audience and table seating, lighting, and wireless/hard-wired connectivity.

Scheduled Implementation:

New Project Request

Effect on Operations:

Once Room 111 becomes multipurpose, less staff time is required to configure and reconfigure equipment and tables. New A/V capability will yield a superior visual recording. Staff and committee members will experience better connectivity for meeting presentations and events.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Television Center Equipment

Division: 060 - Media Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Media Services Improvements

Rank: 2

Project #: 02061

Project Request		
2018	\$	50,000
2019		85,000
2020		25,000
2021		50,000
2022		50,000
Total	\$	260,000

Description:

This project is to replace and upgrade equipment at the Television Center. The equipment includes production technology, studio equipment and accessories, lighting, sound, signal processing, telecasting equipment, file storage, field equipment, etc. The Television Center also provides equipment support for the audio-visual needs of the Administration and City Departments/Divisions, including the purchase of and/or replacement of needed equipment when necessary, such as displays or projectors, audio and video equipment, processors, and other A/V system equipment. This project includes provisions for upgrading studio cameras, new LED studio lighting, power conditioning, a dimming system, cyclorama wall repair and improvement, and a 10'x10' virtual set/VR studio inset.

Scheduled Implementation:

Active Project

2018 - studio cameras replaced and a cyclorama wall repair and upgrade; 2019 - studio lighting LED replacements; 2021 - half of the virtual set/VR equipment ; and 2022 - the remaining half of the virtual set/VR equipment.

Effect on Operations:

The studio lighting conversion to LED from high-intensity, high-heat-generating tungsten units will reduce utility costs.

Master Plan(s) Addressed:

Strategy 4 of the Building Efficiency Section of the Energy Action Plan is to make existing institutional, commercial and industrial buildings more efficient. In the studio housed within the Television Center, a change from inefficient, heat-generating tungsten broadcast studio lighting to more efficient LED broadcast lighting supports this building efficiency strategy.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Digital Signage Implementation

Division: 060 - Media Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Media Services Improvements

Rank: 3

Project #: 00000

Project Request		
2018	\$	12,000
2019		12,000
2020		12,000
2021		12,000
2022		12,000
Total	\$	60,000

Description:

This project is to maintain and improve the City's digital signage and visual messaging in various city facilities. This includes upgrading displays, adding new display technologies and types, and offering interactive displays utilized by the digital signage system housed at the Television Center in order to better communicate to citizens.

Scheduled Implementation:

New Project Request

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: City Hall A-V Maintenance

Division: 060 - Media Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Media Services Improvements

Rank: 4

Project #: 00000

Project Request		
2018	\$	10,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	50,000

Description:

This project is for the replacement of audio-visual equipment that malfunctions and is irreparable, reaches end-of-life status in manufacturer support, or is supplanted by a newer/improved model.

Scheduled Implementation: *New Project Request*

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Woolsey Homestead Historic Restoration Project

Division: 140 - Facilities Management

Funding: 4470 - Sales Tax Capital Improvements

Category: Miscellaneous Capital Improvements

Rank: 1

Project #: 15008

Project Request		
2018	\$	90,000
2019		150,000
2020		163,000
2021		141,000
2022		200,000
Total	\$	744,000

Description:

The project is to reconstruct the Woolsey homestead, surrounding outbuildings, and cemetery back to the 1840's era to allow tours and educational events. The overall project is to create a tourism, an educational, and a historical preservation component. The property is close to the Woolsey Wet Prairie and trail system.

Scheduled Implementation:

Active Project

2018 - Phase 1 is for stabilization and demolition; 2019 - Phase 2 is the exterior reconstruction; 2020 - Phase 3 is the interior renovations; 2021 - Phase 4 is to reconstruction the smokehouse reconstruction and cemetery; and 2022 - Phase 5 is construction of the outbuildings.

Effect on Operations:

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Educational, Research and Healthcare Excellence" and a "Fun City in Which to Live" and once completed, the Woolsey Homestead restoration will provide an educational component by offering what a mid 1800's farmstead would have looked like and touch on the ways of life in that era. With a connection to the trails and wetlands, the homestead also provides a fun destination. Bringing this building back from deterioration and disrepair also supports the initiative of having "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Audit Expense

Division: 131 - Accounting & Audit

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 1

Project #:

Project Request		
2018	\$	8,000
2019		8,000
2020		8,000
2021		8,000
2022		8,000
Total	\$	40,000

Description:

This project is to account for the portion of the audit cost that is allocated to the sales tax capital fund.

Scheduled Implementation:

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Accounting Office Equipment

Division: 131 - Accounting & Audit

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: 2

Project #: 00000

Project Request		
2018	\$	-
2019		-
2020		6,000
2021		-
2022		-
Total	\$	6,000

Description:

This project is to replace the check sealer in the Accounting & Audit Division. The sealer is used on payroll checks whether the checks are a direct deposit or an actual check. The life expectancy for the current sealer is seven years.

Scheduled Implementation:

New Project Request

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: GPS Survey Equipment

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Vehicles & Equipment Improvements

Rank: 1

Project #: 00000

Project Request		
2018	\$	-
2019		36,000
2020		-
2021		-
2022		-
Total	\$	36,000

Description:

This project is to replace equipment which is used to assist many departments throughout the City with surveying needs. The equipment is becoming erratic in performance, causing costly down time. Replacing the equipment will achieve maximum accuracy while reducing man hours.

Scheduled Implementation:

New Project Request

The purchase of the equipment would be in the first quarter of 2019.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parks & Recreation Software

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: 1 **Project #:** 00000

Project Request		
2018	\$	35,000
2019		-
2020		-
2021		-
2022		-
Total	\$	35,000

Description:

This project is for management software that will increase department efficiency by creating a single platform for managing activities, facilities, and point of sale transactions. The platform would include public portals for citizens to track activities and register for new programs and rentals as well as conveniently pay online. The data collected and managed with the software would increase marketing capabilities and to inform citizens of schedule changes due to inclement weather.

Scheduled Implementation:

New Project Request

Planned purchase and implementation during the end of the first/beginning of the second quarter of 2018.

Effect on Operations:

Master Plan(s) Addressed:

A Guiding Principle of the City Council is to be a "Fun City In Which To Live." Parks and Recreation is a community leader in providing fun facilities and activities for the citizens of Fayetteville. Recreation Management Software would assist in efficiently providing the services.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Park Paving Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 2

Project #: 16004

Project Request		
2018	\$	58,000
2019		58,000
2020		58,000
2021		58,000
2022		58,000
Total	\$	290,000

Description:

This project is to overlay and/or replace existing interior roads and parking areas. Many of the parks are aging and pavement surfaces are deteriorating. Priorities have historically been to replace and upgrade facilities, however the infrastructure is beginning to fail in some areas and is in need of repair. This project will repave approximately 3,300 square yards of surfacing per year.

Scheduled Implementation:

Active Project

In 2018 and 2019 funds will be used as a grant match for a low impact design parking area at Regional Park. Beaver Watershed Alliance is applying for a an EPA section 319 grant to build low impact parking areas. Staff has targeted the eastern parking area near the soccer fields at the Regional Park for the project. Additional parks will be assessed each year and prioritized.

Effect on Operations:

Master Plan(s) Addressed:

The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the plan from the Executive Summary through the general recommendations of the Parks Master Plan. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Lake Fayetteville Watershed Grant Match

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 3 **Project #:** 00000

Project Request		
2018	\$	10,000
2019		-
2020		-
2021		-
2022		-
Total	\$	10,000

Description:

This project is for a joint partnership study with the Watershed Conservation Resource Center (WORK), the City of Springdale, the Illinois River Partnership, the Cooperative Extension Service, the Natural Resource Conservation Service (NRCS), and the City of Fayetteville. Lake Fayetteville is a nutrient enriched lake which has resulted in accelerated eutrophication that has impaired the water quality. Before measures can successfully be implemented to improve the water quality of the lake, a better understanding of the nutrient source from the watershed needs to be obtained. All entities will be providing funding or an in-kind match.

Scheduled Implementation:

New Project Request

The project began in 2017 and will conclude in 2018.

Effect on Operations:

There are no operating costs associated with this study.

Master Plan(s) Addressed:

This study will help the City Council address the Guiding Principles of a "Naturally Beautiful City," "Well-Maintained City Infrastructure and Facilities", "Reputation as a Safe Community," and "Ecosystem Preservation." Once the study is complete and deficiencies in the lake are corrected to improve the water quality, increased recreational opportunities will be available to continue to make this a "Fun City in Which to Live."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Parks & Rec Maintenance Work Order System		
Division:	520 - Parks & Recreation		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Information Technology Improvements		
Rank:	4	Project #:	00000

Project Request		
2018	\$	30,000
2019		-
2020		-
2021		-
2022		-
Total	\$	30,000

Description:

This project is for a maintenance work order system to increase efficiency in tracking labor costs and work orders. The new system would allow staff to use portable electronic devices to enter work order data on-site and would be a component of the new parks and recreation management software.

Scheduled Implementation:

New Project Request

The planned purchase and implementation would be during the end of the first/beginning of the second quarter of 2018.

Effect on Operations:

Software maintenance cost would increase.

Master Plan(s) Addressed:

A maintenance work order system which allows staff to plan and allocate resources timely and efficiently applies to the City Council's Guiding Principle of a "Financially Sustainable City Government."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Lake Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 5

Project #: 00000

Project Request		
2018	\$	-
2019		250,000
2020		-
2021		-
2022		-
Total	\$	250,000

Description:

This project is to build primitive campsites at Lake Sequoyah as the lake offers a variety of recreational opportunities. Adding campsites will provide citizens a pristine camping experience minutes from downtown. The camp sites would be the first offered by the City. There would be a cost to rent the campsite and the boat dock operator would manage the campsites.

Scheduled Implementation:

Previously Requested/Not Approved

A master plan for the lake property would be developed in late 2018 and early 2019 with campsite construction to be bid in late 2019.

Effect on Operations:

Annual operating costs would increase for building and grounds maintenance and trash collection. Fees for the camping permits would help offset the maintenance costs.

Master Plan(s) Addressed:

During the Park Master Plan input was received by residents indicating a desire to see Lake Sequoyah left primarily undisturbed and in a natural condition with primitive recreation activities available. This park is frequently used for organized campouts and portions of the property are ideal for this use.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Forestry & Habitat Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 6

Project #: 15012

Project Request		
2018	\$	32,000
2019		26,000
2020		26,000
2021		25,000
2022		25,000
Total	\$	134,000

Description:

This project is for tree plantings and replacements in areas where trees are damaged including median right-of-way replacements. Median replacements are for the first three years after planting assuming 15% mortality rate. Other items included in this project are The Celebration of Trees which is required for the City's Tree City USA designation and habitat restoration and invasive removal projects such as the Lake Fayetteville Prairie restoration. This project is also used for the annual operational motor pool cost for a stump grinder and chipper.

Scheduled Implementation:

Active Project

Celebration of Trees is hosted each year in the fall. Tree replacements occur in the fall and spring of each year. Habitat restoration, including invasive removal, prairie management, and native grass and plant establishment are on-going.

Effect on Operations:

Master Plan(s) Addressed:

This project addresses the City 2030 Plan by meeting the goals set by the Council to assemble an enduring green network and to grow a livable transportation network. It also address the master street plan cross sections which show greenspace and street trees. The tree plantings and replacements and habitat restoration meets the City Council's Guiding Principles of "A Naturally Beautiful City" and "Ecosystem Preservation."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parks & Recreation Safety & ADA

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 7

Project #: 15011

Project Request		
2018	\$	15,000
2019		15,000
2020		15,000
2021		15,000
2022		15,000
Total	\$	75,000

Description:

This project is to bring park equipment into ADA compliance such as swings, play equipment, and sidewalk connections as well as to address safety hazards that may occur over time.

Scheduled Implementation:

Active Project

Projects are identified as needed.

Effect on Operations:

Master Plan(s) Addressed:

The Parks & Recreation Master Plan identifies meeting ADA and safety requirements as a priority for existing and new facilities.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Lights of the Ozarks

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 8 **Project #:** 02001

Project Request		
2018	\$	23,000
2019		23,000
2020		23,000
2021		23,000
2022		23,000
Total	\$	115,000

Description:

This project is for the Lights of the Ozarks display which is an extremely popular annual event that takes place from Thanksgiving to New Year's Eve. Approximately 500,000 lights are displayed around the downtown square where an estimated 300,000 people come to view the display.

Scheduled Implementation: *Active Project*

Staff begins the project in October to be completed by Thanksgiving and then removes the lighting in January.

Effect on Operations:

Utility costs are increased during the display.

Master Plan(s) Addressed:

A principle strategy of the Downtown Master Plan is to develop the experience-based economy of the downtown by expanding the focus on art, culture and entertainment. This is further emphasized through several implementation strategies, especially Promote Downtown.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Urban Forestry Analysis Update

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: 9

Project #: 00000

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		50,000
Total	\$	50,000

Description:

This project is to update the Urban Tree Canopy Analysis that was done in 2012.

Scheduled Implementation:

New Project Request

A Request for Proposal would be advertised in late 2021 and the study would be completed in 2022.

Effect on Operations:

Master Plan(s) Addressed:

The Economic Development - Fayetteville First Plan states parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey. The City 2030 Plans states one of the City Council's goals is to create an enduring green network. Ensuring the City's tree canopy is healthy is essential in this endeavor.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Police Ballistic Protection		
Division:	200 - Police		
Funding:	4470 - Sales Tax Capital Improvements		
Category:	Police Improvements		
Rank:	1	Project #:	13011

Project Request		
2018	\$	41,000
2019		18,000
2020		89,000
2021		42,000
2022		9,000
Total	\$	199,000

Description:

This project provides the 50% local match and any shortfall from federal funding for the purchase of bulletproof vests for new officers, the replacement of expired bulletproof vests, and new/replacement tactical bulletproof vests for members of the Emergency Response Team (ERT). Federal, State, and Local mandates exist for all officers to wear bulletproof vests when engaging in law enforcement activities. This project further funds ballistic protection equipment for the ERT including ballistic shields, plates, and a blanket. The level III shield is designed to stop small arms ammunition and is lighter and more mobile. The level IV shield is heavier and rated to stop larger ammunition fired from rifles. The ERT members also have level IV ballistic plates carried within their ballistic vests. The ballistic blanket can be quickly deployed for high risk situations including the protection of officers and civilians as a personal shield or in vehicle transport.

Scheduled Implementation:

Active Project

All ballistic materials have a certified warranty of five years. For this reason, staff recommends replacing all ballistic protection equipment prior to expiration. Ballistic items to be replaced are as follows: 2018 - ERT ballistic plates and shields and patrol ballistic vests; 2019 - ERT ballistic blanket and patrol ballistic vests; 2020 - portable go-shield and ERT and patrol ballistic vests; 2021 - patrol active shooter kits and patrol ballistic vests; and 2022 - patrol ballistic vests.

Effect on Operations:

There are no effects on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Weapons Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 2

Project #: 15013

Project Request		
2018	\$	65,000
2019		40,000
2020		36,000
2021		30,000
2022		20,000
Total	\$	191,000

Description:

This project is to replace department handguns, rifles, and shotguns. It also covers associated accessories for the weapons including but not limited to optics, lights, sights, and slings.

Scheduled Implementation:

Active Project

The firearms are to be replaced as follows: 2018 - replace a rifle for the Emergency Response Team; 2019 - replace worn components on patrol rifles; 2020 - replace patrol shotguns; 2021 - replace entry rifles for Emergency Response Team; and 2022 - replenish the supply of department handguns.

Effect on Operations:

There are no effects on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Specialized Equipment

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 3

Project #: 02062

Project Request		
2018	\$	95,000
2019		232,000
2020		65,000
2021		170,000
2022		25,000
Total	\$	587,000

Description:

This project is to replace outdated and/or malfunctioning equipment used during police operations. Examples of this equipment include traffic control equipment, bicycle replacement, wireless remote surveillance cameras, portable speed display signs for use in school zones, radar units, conductive energy weapons, and other items used in police operations. This equipment is necessary to the on-going, efficient, and safe operations of the Police Department.

Scheduled Implementation:

Active Project

Replacement of the outdated specialized equipment is as follows: 2018 - portable speed display sign, radar and traffic equipment, and a transport trailer; 2019 - bicycles, Tasers, and radar and surveillance equipment; 2020 - portable speed display sign, traffic equipment and communication headsets; 2021 - portable speed display sign, electric vehicle, communication headsets, bicycles, wireless remote camera, and surveillance equipment; 2020 - bicycles, and radar and traffic equipment.

Effect on Operations:

There is no effect on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Building Improvements

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 4

Project #: 02047

Project Request		
2018	\$	75,000
2019		25,000
2020		75,000
2021		199,000
2022		140,000
Total	\$	514,000

Description:

This project is for major repairs of the Police Department's building including but not limited to security door lock systems, major plumbing and electrical issues, roof repairs and replacement, minor re-models for the police facility, and buildings at the radio tower sites and warehouse.

Scheduled Implementation:

Active Project

The years 2018 through 2022 include electrical, plumbing, and structural repairs. The year 2020 includes LED lighting upgrades. The year 2021 includes additional funding for carpet/paint/furniture, HVAC replacement, and security upgrades. The year 2022 includes furniture and HVAC replacement.

Effect on Operations:

There is no effect on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Technology Improvements

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 5

Project #: 06002

Project Request		
2018	\$	58,000
2019		95,000
2020		83,000
2021		78,000
2022		43,000
Total	\$	357,000

Description:

This is an on-going project for the replacement of obsolete or malfunctioning department desktop computers, software, printers, and other peripheral equipment.

Scheduled Implementation:

Active Project

This project covers the desktop life-cycle plan that is currently set to replace 20% of all desktops every five years. This will also cover network device purchases such as wireless access points and cameras. Also included are any peripheral equipment needs, such as desktop printers and any general personal computing items.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Unmarked Vehicles

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 6

Project #: 06003

Project Request		
2018	\$	40,000
2019		110,000
2020		80,000
2021		100,000
2022		80,000
Total	\$	410,000

Description:

This project is to purchase unmarked vehicles that are a necessity for an effective Police Department. The Department utilizes unmarked vehicles for a variety of tasks including: gathering intelligence for investigation of narcotics, theft, vandalism, domestic terrorism, and civil disobedience; conducting pre-raid intelligence for the deployment of the Emergency Response Team; conducting alcohol enforcement patrols; and any activity that must be kept covert to be effective. The Department is recommending a three year replacement for vehicles used in undercover capacities and a five year replacement for vehicles used in an unmarked capacity. During undercover investigations, the same vehicles are used to affect arrests and to conduct surveillance making it necessary to replace these vehicles more often.

Scheduled Implementation:

Active Project

Replacement of unmarked and/or covert vehicles are as follows: 2018 - two vehicles; 2019 - five vehicles; 2020 - three vehicles; 2021 - four vehicles; and 2022 - four vehicles.

Effect on Operations:

These are replacement vehicles. The only effect on operational expense would be a change in market cost for operations and maintenance.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Take Home Vehicles

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 7

Project #: 16007

Project Request		
2018	\$	62,000
2019		65,000
2020		68,000
2021		142,000
2022		148,000
Total	\$	485,000

Description:

This project is to expand the take-home vehicle program. Eligibility for this program is based on an officer's seniority and requirement that residence is within the city limits. Benefits include: 1) The presence of marked patrol vehicles have a positive effect on crime prevention and community policing efforts and residents feel safer. 2) Take-home vehicles last longer due to officers' sense of ownership and the vehicles are not being used 24/7 by several officers. 3) Officers with take-home vehicles are more readily available to respond to an emergency or critical incident. 4) Officers utilizing take-home vehicles will not need to spend approximately a half hour every shift loading and unloading required equipment and performing inspections for damage and contraband. 5) A take-home vehicle program is excellent for recruitment and retention of police officers and allows the Department to compete with neighboring agencies in Springdale, Rogers, and Bentonville.

Scheduled Implementation:

Active Project

This project will expand the patrol fleet with one vehicle annually through 2020. In 2021 and 2022, the annual expansion increases to two vehicles per year.

Effect on Operations:

Operational expenses will increase based on motor pool charges associated with each expansion vehicle.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Virtual Server & Storage Area Network (SAN)

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 8

Project #: 00000

Project Request		
2018	\$	20,000
2019		-
2020		20,000
2021		-
2022		-
Total	\$	40,000

Description:

This project is to purchase additional blade servers. A chassis capable of housing up to eight blade server modules has been purchased and deployed, with three modules already populating the chassis. The following request accounts for projected growth needs over the lifetime of the original purchase for additional blade servers.

Scheduled Implementation:

New Project Request

Server blades will be added as needed.

Effect on Operations:

The purchase will increase the VMWare license maintenance renewal per year, as well as the VEEAM backup software license renewals.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Employee Gym Equipment

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 9

Project #: 13028

Project Request		
2018	\$	10,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	50,000

Description:

This project is to upgrade and replace older, outdated equipment at the City's gym. On-going maintenance of the equipment and facility are vital to the health and wellness of city employees. An updated gym supports the City's Engagement Committee's efforts to provide a convenient and reliable place to exercise which can decrease lost work time due to injury or illness and minimize potential increases in health insurance premiums for the City and its employees.

Scheduled Implementation:

Active Project

Periodic review of the gym equipment's condition will determine replacement and expansion schedule.

Effect on Operations:

This project has no effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Citywide Radio System Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 10

Project #: 00000

Project Request		
2018	\$	200,000
2019		100,000
2020		100,000
2021		100,000
2022		100,000
Total	\$	600,000

Description:

The project is for citywide radio replacements. The last citywide radio project was completed in 2011. Radio systems after several years typically start experiencing problems with equipment failures due to age. It is not unusual to begin having problems acquiring parts as the system degrades. A new radio system is costly and planning for the future replacement of the City's radios is important. In addition to the \$600,000 funded in the 2018-2022 period, there is \$10,800,000 in funding in the unfunded project list.

Scheduled Implementation:

Planned/Programmed Project

Implementation would start when system degradation begins due to equipment failure.

Effect on Operations:

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Mobile Computer Terminal Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 11

Project #: 00000

Project Request		
2018	\$	-
2019		225,000
2020		-
2021		-
2022		-
Total	\$	225,000

Description:

This project provides for the replacement of mobile computer terminals (MCT) in all patrol vehicles. Staff expects the MCTs to be obsolete and/or malfunctioning at the time of replacement. This equipment is necessary to support on-going Police Department operations.

Scheduled Implementation:

New Project Request

Current MCTs were replaced in early 2015 with a life expectancy of five (5) years.

Effect on Operations:

New MCTs allow for more resources to stay up with new and upgraded software applications.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Mobile Video Recorder Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 12

Project #: 15015

Project Request		
2018	\$	-
2019		38,000
2020		-
2021		-
2022		-
Total	\$	38,000

Description:

This project provides for the replacement of the police mobile video systems. Mobile video is an important component of each patrol unit by documenting evidence to support prosecution and makes citizen complaints more easily investigated. All patrol vehicles are equipped with video and audio recording devices that capture traffic stops and other relevant events. This video is uploaded to disk-based storage cabinets of sufficient capacity to accommodate video uploads for a period of one year. Video is then accessible over the network by authorized personnel for review and dissemination per law enforcement requirements. In addition to the \$38,000 funded in the 2018-2022 period, there is \$275,000 in funding in the unfunded project list.

Scheduled Implementation:

Active Project

The replacement of the MVR server and of the microphone/equipment for all officers in 2019. The MVR units will be beyond normal hardware life expectancy in 2022.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police K9 Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 13

Project #: 14007

Project Request		
2018	\$	-
2019		12,000
2020		-
2021		12,000
2022		-
Total	\$	24,000

Description:

This project is for replacement of two police canines that will reach retirement age in the coming years. Police canines are a critical support service to the Police Department. Canines are used to locate missing persons, articles or narcotics, conduct building searches, and track fleeing suspects. A replacement program must be anticipated for the canine program.

Scheduled Implementation:

Active Project

Staff has scheduled to replace one K-9 in each budget year of 2019 and 2021 based on the current K-9s ages.

Effect on Operations:

The K-9 program is an essential patrol of the police department as an effective tool to investigate crimes of drugs and apprehend violent offenders.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Equipment Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 14

Project #: 11006

Project Request		
2018	\$	-
2019		10,000
2020		-
2021		-
2022		10,000
Total	\$	20,000

Description:

This project provides for the replacement of operating equipment such as a paper shredder, document scanners, uninterrupted power supplies, security/surveillance cameras, etc.

Scheduled Implementation:

Active Project

The Police Department plans to replace all uninterrupted power supplies (UPS) in 2019 and provide a new scanning station in 2022.

Effect on Operations:

There are no effects on operation associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Interagency Communications

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 15

Project #: 00000

Project Request		
2018	\$	-
2019		-
2020		70,000
2021		-
2022		-
Total	\$	70,000

Description:

This project is to replace seventy-two (72) Kenwood mobile and portable radios on the Washington County Radio System. Washington County plans to replace the system in 2020. The equipment staff currently uses will no longer work on the new system.

Scheduled Implementation:

New Project Request

This project will take less than one year to complete and will be in coordination with the Washington County project.

Effect on Operations:

No effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Radio Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 16

Project #: 00000

Project Request		
2018	\$	-
2019		-
2020		44,000
2021		44,000
2022		44,000
Total	\$	132,000

Description:

This project is to replace police radios. Motorola has issued an "Intent to Cancel" notice for XTS/XTL radios. Parts and warranty will no longer be available for these radios. The Police Department has thirty-two (32) radios which will need to be replaced. Many of these radios will be 15 years old by the time of replacement.

Scheduled Implementation:

New Project Request

This is a three year phased implementation process in order to spread out funding.

Effect on Operations:

New radios will have a three year warranty. Radio Maintenance will increase when the warranty period ends.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Central Dispatch Center Improvements

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 17

Project #: 00000

Project Request		
2018	\$	-
2019		-
2020		35,000
2021		-
2022		-
Total	\$	35,000

Description:

This project is for a portable dispatch console. The console provides a full interface on a desktop, laptop, or tablet computer anywhere inside or outside of the radio network. It will provide mobile dispatch functionality that is familiar to the dispatchers. Staff would be able to manage radio operations from any remote location with an internet connection. This would be beneficial during large scale events, such as Bikes, Blues and BBQ, tactical call outs, or during a natural disaster. If staff had to evacuate the dispatch center this piece of equipment would allow the same radio communication features staff currently has no matter where the operations are located.

Scheduled Implementation:

New Project Request

Implementation time will be minimal once the purchase was completed.

Effect on Operations:

After the warranty expires a yearly maintenance cost will be added.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police Network Core & Distribution Switches

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 18 **Project #:** 14008

Project Request		
2018	\$	-
2019		-
2020		34,000
2021		-
2022		38,000
Total	\$	72,000

Description:

This project is for the scheduled replacement of obsolete core and edge network switches that support on-going Police Department operations. These switches provide connectivity between all desktop computers and records management servers. Upgrades, updates, or technical support for the switch hardware/firmware are no longer available after five years of operation.

Scheduled Implementation:

Active Project

A reassessment of the network will need to be done in 2020, with replacements and/or additions to distribution switches as needed.

Effect on Operations:

There are no reoccurring costs for network switches.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Police eTicket Equipment Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: 19

Project #: 16006

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		60,000
Total	\$	60,000

Description:

This project provides for the replacement of obsolete hand-held computers and citation printers. The thermal printers used for the APS e-Ticket program are no longer manufactured or supported. Replacements are currently being purchased from the "grey" market, being either used or refurbished and replacement parts are becoming prohibitively expensive.

Scheduled Implementation:

Active Project

Effect on Operations:

There is no effect on operations associated with this project.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Street ROW-Intersection Cost Sharing

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: 1

Project #: 02116

Project Request		
2018	\$	100,000
2019		100,000
2020		100,000
2021		100,000
2022		100,000
Total	\$	500,000

Description:

This project is for developer cost shares to complete street improvements associated with developments that are necessary but are not the full responsibility of the developer and provides for construction of miscellaneous street projects.

Scheduled Implementation:

Active Project

This is an on-going project and is used to extend or enhance improvements to the transportation systems around development projects.

Effect on Operations:

Impact depends on which cost shares are accepted.

Master Plan(s) Addressed:

Projects completed are generally enhancements to developments that create more complete transportation systems, beyond what would be expected of developers, but which are necessary for the general benefit of the City. Projects that have been completed include sidewalks, trails, intersection improvements, signalization, etc. Therefore the livable transportation system goal of the City 2030 Plan is addressed, along with general goals of other transportation plans.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Trail Development

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 1

Project #: 02016

Project Request		
2018	\$	1,500,000
2019		1,500,000
2020		1,500,000
2021		1,500,000
2022		1,500,000
Total	\$	7,500,000

Description:

This project is to increase production of the trail program by providing resources for new trail development and surface replacement on existing trails.

Scheduled Implementation:

Active Project

The Town Branch and Cato Springs Trails will provide connectivity from the Razorback Greenway to the Regional Park. The Niokaska Creek Trail will extend along Old Wire Road through Gulley Park to connect to Mud Creek Trail at Old Missouri Road.

Effect on Operations:

An additional FTE and mower is required for every 10 miles of new trail added which is scheduled to occur by 2021. Utility costs increase as lighting and water fountains are added.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Parking Lot Improvements (City Employee)

Division: 430 - Parking Management

Funding: 4470 - Sales Tax Capital Improvements

Category: Parking Improvements

Rank: 1

Project #: 11004

Project Request		
2018	\$	10,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	50,000

Description:

This project is for on-going improvements to City employee parking lots that are not utilized by the general public.

Scheduled Implementation:

Active Project

The rock retaining wall at the police building is in need of repair and is of the highest priority for this project. Additional improvements and an overlay are needed in the employee lot on Rock Street.

Effect on Operations:

On-going improvements to parking lots reduces the need for more expensive maintenance in the future.

Master Plan(s) Addressed:

The Downtown Master Plan calls for parking facilities and shared parking that promote a park-once environment. Maintenance efforts and upgrades that support the continued use of these publicly owned surface lots supports this goal. Some of these employee-only lots are informally used as shared parking after office hours or on weekends.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: In-House Pavement Improvements

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 1

Project #: 02052

Project Request		
2018	\$	2,216,000
2019		2,200,000
2020		2,200,000
2021		2,200,000
2022		2,200,000
Total	\$	11,016,000

Description:

This project is for the systematic overlay of existing streets and includes curb cuts, curb and guttering, pavement striping, and preparation costs for overlays. Overlaying each street is intended to optimize the longevity of roadways and minimize significant maintenance requirements resulting in fewer complete renovations at a substantially greater cost. Micro surfacing has been introduced as a pavement preservation method to extend the life of existing asphalt streets.

Scheduled Implementation:

Active Project

City staff reviews the need for street overlays and recommends an annual construction plan to the Active Transportation Advisory Committee and Transportation Committee. The Transportation Committee presents this recommendation to City Council for approval by resolution.

Effect on Operations:

Newly paved streets have no immediate effect on operations. Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes are added, the costs for maintaining roadway markings will also increase.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Sidewalk Improvements

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 2

Project #: 02053

Project Request		
2018	\$	600,000
2019		500,000
2020		500,000
2021		500,000
2022		500,000
Total	\$	2,600,000

Description:

This project is to improve the connectivity of the sidewalk system by constructing new and repairing existing sidewalks.

Scheduled Implementation:

Active Project

City staff reviews sidewalk needs in conjunction with the street overlay program. An annual construction plan is recommended to the Active Transportation Advisory Committee and Transportation Committee. The final plan is presented to City Council for approval by resolution.

Effect on Operations:

Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Traffic Signal Improvements

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 3

Project #: 02063

Project Request		
2018	\$	110,000
2019		150,000
2020		150,000
2021		150,000
2022		150,000
Total	\$	710,000

Description:

This project is for the installation of new traffic signals, upgrades, replacement of UPS back-up system batteries, and the reflective sign material mandated by the latest version of the FHWA Manual on Uniform Traffic Control Devices (MUTCD). All these functions are to enhance the safety and movement of pedestrians and vehicles throughout the City. New signal locations are determined as warranted by specific guidelines contained in the MUTCD. Upgrades are to provide for more efficient operation by reduced travel time/delay, decreased exhaust emissions, and increased safety. The UPS system requires complete replacement of all batteries every four years to remain reliable in the event of power interruptions. The sign material is to meet the minimum levels of reflectivity set forth in the MUTCD for night time visibility.

Scheduled Implementation:

Active Project

The City most recently assumed control, operation, ownership and maintenance of traffic signals at Mission Boulevard and Old Wire Road, Ruppel Road and Persimmon Street, Ruppel Road and Martin Luther King Jr. Boulevard, Meadow Street and Razorback Road, Leroy Pond Drive and Razorback Road, Van Asche Drive and Highway 112, Van Asche Drive and Steele Boulevard, and Stone Bridge Road and Huntsville Road.

Effect on Operations:

The installation of new traffic signals will result in increased utility and maintenance costs.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Wireless Traffic Signal Control

Division: 410 - Transportation Services

Funding: 4470 - Sales Tax Capital Improvements

Category: Transportation Improvements

Rank: 4

Project #: 15018

Project Request		
2018	\$	40,000
2019		-
2020		-
2021		-
2022		-
Total	\$	40,000

Description:

This project is on-going and provides for the implementation of a wireless Ethernet communication system for traffic signals (both data and video).

Scheduled Implementation:

Planned/Programmed Project

Implementing a wireless Ethernet communication system to existing traffic signals is on-going. Any new installations will be compatible with the network at initial construction.

Effect on Operations:

This project allows a central location the ability to monitor and make changes in order to decrease traffic delays and increase public safety.

Master Plan(s) Addressed:

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CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Phosphorus Standards Management

Division: 700 - Utilities Director

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 1

Project #: 10027

Project Request		
2018	\$	50,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	250,000

Description:

This project supports efforts by the City operating independently or as part of a regional Northwest Arkansas team relating to phosphorus and other potential changes to stream standards, water quality standards and regulations, and wastewater discharge requirements. The City may join in regional efforts coordinated through Northwest Arkansas Regional Planning, the Northwest Arkansas Council, or other similar cooperative efforts.

Scheduled Implementation:

Active Project

This project is underway and may continue for several years.

Effect on Operations:

No effect on operations

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Plant Pumps & Equipment - W.W.T.P.

Division: 730 - Wastewater Treatment Plant

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 1

Project #: 02069

Project Request		
2018	\$	405,000
2019		355,000
2020		500,000
2021		500,000
2022		500,000
Total	\$	2,260,000

Description:

This project allows personnel to adapt to the needs of each season and year and still maintain compliance. Many pieces of the equipment are essential to the wastewater treatment process. The equipment may suffer catastrophic failure and become unusable with little advance warning. The plant cannot operate and continue to produce permit complying effluent without adequate equipment.

Scheduled Implementation:

Active Project

Staff is implementing recommendations from the electrical study. All other repairs and replacements will be as needed.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: W.W.T.P. Building Improvements

Division: 730 - Wastewater Treatment Plant

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 2

Project #: 02032

Project Request		
2018	\$	30,000
2019		30,000
2020		150,000
2021		150,000
2022		150,000
Total	\$	510,000

Description:

This project is for structural maintenance, repairs, and replacement of the existing buildings or parts of the buildings at both wastewater treatment plants.

Scheduled Implementation:

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Upgrade & Replace Lift Stations - W.W.T.P.

Division: 730 - Wastewater Treatment Plant

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 3

Project #: 02068

Project Request		
2018	\$	50,000
2019		100,000
2020		150,000
2021		150,000
2022		150,000
Total	\$	600,000

Description:

This project is to maintain the lift stations for the wastewater treatment plants. The lift stations provide a vital function in the overall treatment of wastewater. The stations are exposed to extreme wear conditions and must be upgraded routinely. Additionally, new developments within the City increases the flow to various stations requiring additional or higher capacity equipment.

Scheduled Implementation:

Active Project

This project is on-going for the replacement of aging pumps, motors, controllers, and generators.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Lake Sequoyah Sediment Removal

Division: 730 - Wastewater Treatment Plant

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 4

Project #: 17004

Project Request		
2018	\$	500,000
2019		500,000
2020		500,000
2021		500,000
2022		500,000
Total	\$	2,500,000

Description:

This project is for the dredging at Lake Sequoyah for sedimentation removal. The removal of sedimentation will restore Lake Sequoyah depths and volume for recreation and create sediment storage. There is also the potential for phosphorus removal considerations and nutrient trading credits.

Scheduled Implementation:

Active Project

Installation of Geopool sediment containment system is scheduled in 2018 with dredging planned to begin in either 2018 or 2019.

Effect on Operations:

In 2017, staff took over the capital aspect of the dredging process and no longer hires a contractor.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Filter Cell Replacement - W.W.T.P.

Division: 730 - Wastewater Treatment Plant

Funding: 5400 - Water & Sewer

Category: Wastewater Treatment Improvements

Rank: 5

Project #: 15023

Project Request		
2018	\$	1,000,000
2019		-
2020		-
2021		-
2022		-
Total	\$	1,000,000

Description:

This project is to replace part of the filtration system that removes suspended solids from the partially treated wastewater effluent before it is disinfected. The new filter cells will remove more suspended solids, thus increasing the clarity of the water discharged into the White River as well as reducing disinfection costs. The existing system was installed at the Noland WWTP in 1988 and has become increasingly difficult and costly to operate and maintain.

Scheduled Implementation:

Planned/Programmed Project

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water System Rehabilitation & Replacement

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 1 **Project #:** 12009

Project Request		
2018	\$	1,885,000
2019		2,065,000
2020		2,000,000
2021		2,000,000
2022		2,000,000
Total	\$	9,950,000

Description:

This project provides for upgrading, replacing, or rehabilitating existing water infrastructure consisting of water storage, pumping, and distribution assets system wide. Specific work will be determined based on the Water Master Plan and the need to stop leaks, reduce water loss, increase local or area flow and/or pressure in areas with insufficient capacity in order to meet current and projected future domestic, commercial, and industrial flow, and fire flow demands. Projects may create loops, purchase easements, and replace or rehabilitate existing pipes, pump stations, and/or storage assets. This project may use water and sewer funds, impact fees, or cost shares where appropriate.

Scheduled Implementation:

Active Project

2018: Gregg Street - Township to Sycamore; 2019: Gully Road to Habberton Road and 1,000 feet of 42-inch pipe; 2020: 6,500 feet of 12" Transmission Line; 2021: 13,000 feet of 12-inch pipe near Greenland, and 2022: Wyman Road to Firetower Road. 2018-2022 - selected in-house water line replacement projects and galvanized pipe replacement.

Effect on Operations:

Master Plan(s) Addressed:

Based on the Water Master Plan (Updated 2017), there are many factors that enter into the design of water capacity: total system storage, operational water levels to be maintained in the tanks, maximum day expected on the system in the design year, number of hours available for refilling of storage tanks, maximum velocity and head loss allowed in a water line, and peak hour water usage. This project addresses deficiencies in these areas, which includes increasing water capacity and creating dual feeds and loops to maintain water quality, additional storage capacity, and additional water transmission and distribution lines throughout the system to help meet the City's future needs.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Sanitary Sewer Rehabilitation

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 2

Project #: 02017

Project Request		
2018	\$	1,500,000
2019		1,500,000
2020		1,500,000
2021		1,500,000
2022		1,500,000
Total	\$	7,500,000

Description:

This project analyzes, repairs, upgrades, and replaces sewer collection system components to ensure adequate capacity and reduce storm and ground water flows entering the system. Rehabilitation is required system wide and increases the capacity of the overall system by reducing demand used by infiltration and inflow. This project includes replacing, lining, and bursting existing sewer mains and manholes, upgrading lift stations, installing some main extensions and relief lines/capacity upgrades, upgrading the system model, purchasing easements, and sanitary sewer evaluation studies.

Scheduled Implementation:

Active Project

2018: Fulbright Expressway and Gregg Street sewer project and cost share with the City of West Fork; and
2018-2022: Selected in-house sewer line replacements.

Effect on Operations:

Master Plan(s) Addressed:

The Wastewater Collection Master Plan (Updated 2014) summarizes the requirements to handle future growth flows under peak design storm conditions. The improvements were analyzed using the design criteria for the City's sewer network to convey all flows while maintaining a level of surcharge not to exceed three feet below manhole rim elevations. Immediate recommendations are designed to eliminate model predicted overflows and to reduce surcharge in the existing sanitary sewer system under current population conditions. This project addresses immediate sewer capacity issues.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water & Sewer Relocations - Bond Projects

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 3

Project #: 11011

Project Request		
2018	\$	500,000
2019		500,000
2020		500,000
2021		500,000
2022		500,000
Total	\$	2,500,000

Description:

This project is for various water and sewer relocations for street bond and other transportation projects where the street bond fund does not have sufficient funds to cover the utility relocations. Projects are to be paid first from any remaining water/sewer revenue bond funds, if available. Capacity increases should be paid from impact fee funds, if available.

Scheduled Implementation:

Active Project

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water Storage & Pump Station Maintenance

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 4

Project #: 15021

Project Request		
2018	\$	100,000
2019		115,000
2020		90,000
2021		50,000
2022		50,000
Total	\$	405,000

Description:

This project is for the system wide maintenance of the water pump stations and grounds and includes the replacement of generators and pumps and refurbishing tanks.

Scheduled Implementation:

Planned/Programmed Project

2018: generator replacement for South Mountain pump station; 2019: generator replacement for Rodgers Drive and raze Hyland Park pump station; 2020: refurbish Ash Street pump station and generator replacement at Round Mountain pump station; 2021: generator replacement at Gulley pump station; and 2022: generator replacement at Ash Street pump station.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Water & Sewer Equipment Expansions		
Division:	720 - Water & Sewer Maintenance		
Funding:	5400 - Water & Sewer		
Category:	Water & Sewer Services Improvements		
Rank:	5	Project #:	13019

Project Request		
2018	\$	400,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	600,000

Description:

This project is for expansion equipment for the Water & Sewer Division. The list includes a tandem axle dump truck, a service truck, a skid steer loader, a backhoe, and a trailer. Additional expansions include leak detection equipment, an upgraded inventory bar code system, a light tower, skid steer attachments, and other equipment as identified.

Scheduled Implementation: *Planned/Programmed Project*

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water & Sewer Impact Fee Cost Sharing

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Improvements

Rank: 6

Project #: 04039

Project Request		
2018	\$	150,000
2019		150,000
2020		150,000
2021		150,000
2022		150,000
Total	\$	750,000

Description:

This project involves all cases where impact fees are used to cost share with and thus supplement other funding sources to increase capacity in the water distribution, the pumping and storage system or the wastewater collection and treatment system.

Scheduled Implementation:

Active Project

This project will be implemented when requests are received for supplemental funding on water and sewer projects.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: West Water Transmission Line

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 7 **Project #:** 10007

Project Request		
2018	\$	50,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	250,000

Description:

This project is to obtain easements for the new west transmission water line. The water transmission line is approximately 58,000' long and 50' wide and begins at the existing 36" water transmission line on Van Asche Drive in Fayetteville and ends at the future Beaver Water District west transmission line north of Elm Springs and west of the Wagon Wheel exit off of Interstate 49.

Scheduled Implementation:

Active Project

Obtain easements for the new transmission line as soon as possible.

Effect on Operations:

Master Plan(s) Addressed:

The City's Water Master Plan (Updated 2011) shows the projected growth in Fayetteville and phase III improvements include an additional transmission line to be constructed from Beaver Water District (BWD). Currently the City is fed through both a 36-inch and a 42-inch transmission line from BWD. Using the hydraulic model, the analysis shows that a 48-inch transmission line needs to be constructed to transport the amount of water the City will need for continued growth. The transmission line is recommended to tie into the west side of the City's distribution system. This will give the City multiple points of entry into the distribution system and help with the conveyance of water to the western region of the water service area.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Utilities Financial Services Improvements

Division: 710 - Utilities Financial Services

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 1

Project #: 03038

Project Request		
2018	\$	10,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	50,000

Description:

This project is for various improvements in office hardware, software, communications, computers, safety features, and office configuration. Examples of specific improvements include the purchase of advanced communications capability to improve customer service and employee efficiency. This project should leverage technological improvements.

Scheduled Implementation:

Active Project

This is an on-going project. Anticipated in 2018 and 2019 are kiosks for the main lobby and computer monitors for the customer desks in the deposit lobby.

Effect on Operations:

There will be no effect on operations except for employees being more efficient.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Utilities Technology Improvements

Division: 710 - Utilities Financial Services

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 2 **Project #:** 15019

Project Request		
2018	\$	20,000
2019		30,000
2020		20,000
2021		20,000
2022		20,000
Total	\$	110,000

Description:

This project is to upgrade technology in the Utilities Financial Services and the Water & Sewer offices. This includes hardware and software for customer swipe and pay stations and kiosks, software for customer self-service applications, upgrade to the Remit Plus software, a camera surveillance system, and iPads and software upgrades for the Water & Sewer Operations Division.

Scheduled Implementation: *Active Project*

Effect on Operations:

The software upgrades and iPads for field crews will help with employee efficiency.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water & Sewer Building & Office Improvements

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 3

Project #: 15020

Project Request		
2018	\$	50,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	250,000

Description:

This project is for structural maintenance, repairs, additions and remodels, and the replacement of HVAC units at the existing facility for the Water & Sewer Division.

Scheduled Implementation:

Planned/Programmed Project

Maintenance needed is for roof repairs, sealing the parking lot, stormwater drainage, HVAC work, and the mud room remodel.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water Meters

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 4 **Project #:** 02065

Project Request		
2018	\$	325,000
2019		325,000
2020		325,000
2021		325,000
2022		325,000
Total	\$	1,625,000

Description:

This project is for the replacement of old water meters that are no longer repairable, expansion meters for new water service, and for purchasing new meters with technological advancements over older style meters. The handheld and remote style meter reading mechanisms will be replaced in addition to the meters.

Scheduled Implementation: *Active Project*

This is an on-going project that allows gradual replacement and upgrading of the meter reading system with a distributed capital and operational cost.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Water & Sewer Rate/Operations Study		
Division:	720 - Water & Sewer Maintenance		
Funding:	5400 - Water & Sewer		
Category:	Water & Sewer Services Improvements		
Rank:	5	Project #:	02064

Project Request		
2018	\$	20,000
2019		20,000
2020		20,000
2021		20,000
2022		20,000
Total	\$	100,000

Description:

This project is to conduct a rate study. A rate study is performed periodically to assess the financial health of the division, project future operating and capital expenses needed to maintain systems, project the future rates for customers that will generate sufficient revenues to cover operating and capital expenses, and assure a minimum level of cash reserves. Staff has postponed a rate study until the phosphorus issues in the Illinois River Watershed and the mineral issues in the White River Watershed were closer to being resolved due to conclusions drawn from the studies have a direct impact on what type of capital spending will need to be undertaken at the West Side and Noland Wastewater Treatment Plants in order to meet the permit requirements.

Scheduled Implementation:

Planned/Programmed Project

A rate study may be performed in 2018. The next rate study after that will be performed in 2022-2023.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Backflow Prevention Assemblies		
Division:	720 - Water & Sewer Maintenance		
Funding:	5400 - Water & Sewer		
Category:	Water & Sewer Services Improvements		
Rank:	6	Project #:	02066

Project Request		
2018	\$	10,000
2019		10,000
2020		10,000
2021		10,000
2022		10,000
Total	\$	50,000

Description:

This project is for installation and/or replacement of backflow prevention assemblies on city facilities to meet requirements for city ordinances and the Arkansas Department of Health regulations. Additionally, the City will be contracting with a third party service to track and store the backflow inspection data on residential installations.

Scheduled Implementation:

Active Project

This is an on-going project.

Effect on Operations:

The third-party service will increase the efficiency of the backflow testing program and allow two employees to work longer in the field without the extra paperwork that is involved in the residential testing program.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Water & Sewer Technology Equipment Replacements

Division: 720 - Water & Sewer Maintenance

Funding: 5400 - Water & Sewer

Category: Water & Sewer Services Improvements

Rank: 7 **Project #:** 02057

Project Request		
2018	\$	30,000
2019		20,000
2020		20,000
2021		35,000
2022		25,000
Total	\$	130,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and scanners. In 2016, Information Technology staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

Scheduled Implementation:

Active Project

Staff will meet before the start of each fiscal year to determine priorities for each purchase then use the replacement plan to document and manage the annual equipment replacements.

Effect on Operations:

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year.

Master Plan(s) Addressed:

By replacing computer technology , staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in the new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Transfer Station Improvements

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 1 **Project #:** 00000

Project Request		
2018	\$	123,000
2019		27,000
2020		-
2021		20,000
2022		-
Total	\$	170,000

Description:

This project is to maintain and repair the Transfer Station as required to conduct daily operations without causing unnecessary wear to the concrete floor. The current leachate drainage system needs drain and pipe replacements in order to stay in compliance with the ADEQ permit. The project will also replace the metal wear plates on the edge of the tipping floor and the rubber skirting around the loading pit that helps control litter.

Scheduled Implementation:

New Project Request

The repairs would begin in the first quarter of 2018.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title:	Recycling & Trash Collection Rate Study		
Division:	750 - Recycling & Trash Collection		
Funding:	5500 - Recycling & Trash Collection		
Category:	Recycling & Trash Collections Improvements		
Rank:	2	Project #:	10004

Project Request		
2018	\$	40,000
2019		-
2020		-
2021		-
2022		-
Total	\$	40,000

Description:

This project is to retain the services of a consulting firm to conduct a rate study to determine the true cost of all services provided by the Recycling & Trash Collection Division. This will enable staff to determine appropriate rates for levels of service throughout all programs and facilitate the implementation of the Solid Waste Reduction, Diversion, and Recycling Master Plan.

Scheduled Implementation:

New Project Request

The rate study would be conducted at the beginning of 2018.

Effect on Operations:

A completed rate study would align service fees to cover expenditures for all programs all through the division. The current rate study project has funding of \$110,000.

Master Plan(s) Addressed:

Staff will hire a consultant to conduct a comprehensive rate study to determine the level of service and associated costs for all services including the services required by the recent adoption of the Solid Waste Reduction, Diversion, and Recycling Master Plan through City Council with Resolution 49-17.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Master Plan Expansion

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 3 **Project #:** 00000

Project Request		
2018	\$	638,000
2019		207,000
2020		610,000
2021		7,000
2022		7,000
Total	\$	1,469,000

Description:

This project is for the purchase of equipment essential to the implementation of the Solid Waste Reduction, Diversion, and Recycling Master Plan as approved by City Council. The expansion equipment consists of two additional curb-sort recycling trucks for the addition of apartment recycling and one new side-arm collection for the implementation of the organics composting program. Both new services require an initial purchase of the carts/bins to be used by citizens.

Scheduled Implementation:

New Project Request

Effect on Operations:

Three driver positions and an educator position will be added in 2018 to accommodate the expanded recycling services and implementation of the organics recovery program. In 2019, two new positions are proposed to be support personnel utilized to maintain and accommodate the continued expansion of the programs began in 2018. The motor pool charges are on-going costs associated with the three new trucks.

Master Plan(s) Addressed:

The Solid Waste Reduction, Diversion and Recycling Master Plan calls for an increase to 40% diversion of waste from the landfill by 2027. The main pieces of the plan include implementation of an organics composting program, additional recycling services for small apartment and multi-family complexes under 24 units, the release of an Request for Proposal (RFP) for a construction and demolition recycling facility, and an updated education plan with a focus on waste reduction.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Scale House Improvements

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 4 **Project #:** 00000

Project Request		
2018	\$	64,000
2019		42,000
2020		-
2021		-
2022		-
Total	\$	106,000

Description:

This project is for a new scale system to weigh vehicles using the Transfer Station and Recycling facilities. The project will replace the current scale platform and scale house structure and update the hardware and software for the computer billing system.

Scheduled Implementation:

New Project Request

Staff anticipates the replacement to begin in 2018.

Effect on Operations:

An updated scale and scale house will continue to provide accurate tracking of waste and keep the facility in compliance with ADEQ regulations and requirements.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: RTC Technology Equipment Replacements

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Information Technology Improvements

Rank: 5

Project #: 02057

Project Request		
2018	\$	10,000
2019		1,000
2020		8,000
2021		8,000
2022		8,000
Total	\$	35,000

Description:

This project is for the replacement of failing and outdated personal computers (PC's), printers, and monitors. In 2016, IT staff performed a thorough inventory of citywide technology equipment to document the fund, division, program, location, purchase date, and cost of each piece of equipment. A structured replacement schedule was developed that defined a standard useful life for each of the following equipment types: PCs, laptops, tablets, printers, and scanners. Each year the proposed replacement plan will be reviewed to ensure equipment is utilized to its maximum useful life but replaced when needed to ensure optimal employee efficiency.

Scheduled Implementation:

Active Project

Information Technology staff will utilize this project to purchase annual technology replacements.

Effect on Operations:

The development of a replacement plan has identified a significant increase in the amount of equipment that needs to be replaced each year.

Master Plan(s) Addressed:

By replacing computer technology, staff supports the City Council's Guiding Principle of "Well-Maintained City Infrastructure and Facilities." The structured computer replacement plan strives to right size technology, provide for oversight of all computer purchases, and ensures technology is replaced in a timely fashion. By replacing the computer technology, staff ensures that performance and energy savings technology is deployed on a consistent basis. This complies with the increased energy efficiency in new and existing structures goal of the Energy Action Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Truck Electrical Outlets & Block Heaters

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 6 **Project #:** 00000

Project Request		
2018	\$	-
2019		12,000
2020		-
2021		-
2022		-
Total	\$	12,000

Description:

This project is to replace and expand the electrical outlets for the winterization of the Recycling & Trash Collection fleet. Electrical outlets are used during the colder months to keep the diesel trucks from freezing in the overnight hours. Extended downtime from starting problems related to weather effects both route collection times and overall service to customers.

Scheduled Implementation:

New Project Request

Installation would be in 2019.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Cart Washer

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 7 **Project #:** 15024

Project Request		
2018	\$	-
2019		25,000
2020		-
2021		-
2022		-
Total	\$	25,000

Description:

This project is for a stationary cart washer to provide increased capacity of washing multiple carts. Washing and reusing carts provides good customer service and reduces the cost of purchasing additional carts for the collection programs.

Scheduled Implementation:

Active Project

Staff will purchase the cart washer in 2019.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Recycling & Trash Collection Containers

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 8 **Project #:** 15025

Project Request		
2018	\$	-
2019		-
2020		50,000
2021		-
2022		50,000
Total	\$	100,000

Description:

This project is for the purchase of 20, 30, and 40 cubic yard open top containers used for the collection and hauling of waste from construction and demolition projects.

Scheduled Implementation:

Active Project

Continue to purchase the roll-off style boxes as needed to replace existing containers and for service growth.

Effect on Operations:

The roll-off boxes allow the Recycling & Trash Collection Division to compete with the franchise haulers approved by City Council to operate in the City.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Recycling & Trash Collection Compactors

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 9 **Project #:** 10001

Project Request		
2018	\$	-
2019		-
2020		100,000
2021		100,000
2022		100,000
Total	\$	300,000

Description:

This project is for the purchase of compactors. The drop box program utilizes compactors to efficiently handle solid waste from large quantity generators. Compactors decrease the frequency of collection and are serviced with existing drop box trucks. Aesthetics are improved by having a compactor as opposed to multiple dumpsters.

Scheduled Implementation: *Active Project*

Compactors are purchased as needed to replace existing compactors.

Effect on Operations:

Compactors provide increased tonnage capacity to retail and multi-family facilities.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Compost Site Improvements

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 10 **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		15,000
2021		-
2022		-
Total	\$	15,000

Description:

This project is to widen the entrance and road leading to the compost facility building on Armstrong Street as well as paving the current gravel road for better access to the facility by the public.

Scheduled Implementation:

New Project Request

The project would begin in 2020 and be conducted in-house through the Transportation Division.

Effect on Operations:

Street maintenance would be required over time.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: RTC Route Optimization & RFID System

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 11 **Project #:** 00000

Project Request		
2018	\$	-
2019		96,000
2020		96,000
2021		96,000
2022		96,000
Total	\$	384,000

Description:

This project is for automatic vehicle locator telematics and Radio-Frequency Identification (RFID) service verification equipment for all trucks in the fleet. The new equipment is designed to improve route optimization for the collection fleet along with providing better service to customers by verifying collection by GPS coordinates as well as RFID tags for time of pick up service.

Scheduled Implementation:

New Project Request

Effect on Operations:

The systems will have a monthly fee. The implementation of the new equipment will improve collection times by utilizing better routing options and improve customer service by verifying collections in real time.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Material Recovery Improvements

Division: 750 - Recycling & Trash Collection

Funding: 5500 - Recycling & Trash Collection

Category: Recycling & Trash Collections Improvements

Rank: 12 **Project #:** 07012

Project Request		
2018	\$	-
2019		-
2020		-
2021		64,000
2022		420,000
Total	\$	484,000

Description:

This project is for the replacement of a baler, a wire tier system, and heaters for the Material Recovery Facility (MRF) due to the recent adoption of the Solid Waste Reduction, Diversion and Recycling Master Plan. The MRF will remain in use for the processing and marketing of recyclables collected in the curb sort and source separated collection programs.

Scheduled Implementation:

Active Project

Staff anticipates replacement of the current heaters in the MRF in 2021 and replacement of the baler and wire tier system in 2022.

Effect on Operations:

The heaters in the MRF allow the baler to function correctly in cold weather.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Airport Pavement Painting

Division: 760 - Airport Services

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 1

Project #: 15030

Project Request		
2018	\$	100,000
2019		-
2020		-
2021		-
2022		-
Total	\$	100,000

Description:

This project is to repaint the airside pavement as required under FAA certification 139.311 (a). The current painting is worn on the taxiway and runway areas.

Scheduled Implementation:

Active Project

This project will take place in 2018.

Effect on Operations:

The completion of this project will ensure that no issues arise during the Part 139 FAA inspection in 2018.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Airport Lighting Improvements

Division: 760 - Airport Services

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 2

Project #: 15026

Project Request		
2018	\$	20,000
2019		-
2020		-
2021		-
2022		-
Total	\$	20,000

Description:

This project is to replace outdated and inefficient lighting at Drake Field Airport in multiple locations. Walk-thru assessments were performed to identify energy efficiencies. New LED lighting was noted for the tarmac, parking lot, T-hangers, FBO hanger, and roadway lighting. The lighting improvements are eligible for utility incentives and will reduce maintenance costs due to the longevity of the lighting.

Scheduled Implementation:

Active Project

Improvements with the greatest payback will be completed first.

Effect on Operations:

Reduced electricity and maintenance costs.

Master Plan(s) Addressed:

As stated in strategy 4 of the Energy Plan, placing LED lighting in the terminal and in exterior lighting, the Airport will become more energy efficient, which results in lower utility costs. LED lighting will also lead to a reduction of labor due to the lifespan of the LED lighting option.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Terminal Improvements

Division: 760 - Airport Services

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 3

Project #: 00000

Project Request		
2018	\$	75,000
2019		40,000
2020		80,000
2021		50,000
2022		-
Total	\$	245,000

Description:

This project is for improvements to the interior and exterior of the terminal building. The improvements include adding a fire alarm system, replacing the skylight, updating plumbing fixtures, replacing ceiling tiles, carpet and flooring, and updating exterior fixtures.

Scheduled Implementation:

New Project Request

This project would begin in early 2018 with the replacement of ceiling tiles.

Effect on Operations:

Completing the listed projects will reduce the amount of staff time needed to address problem areas in the terminal and energy cost savings should be realized through both the plumbing and skylight improvements.

Master Plan(s) Addressed:

As referenced in Strategy 4 of the Energy Plan making updates to buildings will increase energy and water efficiency. Improving the dated plumbing fixtures results in water conservation and repairing the leaking skylight will provide energy savings and prevent further damages.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Airport Equipment Replacement

Division: 760 - Airport Services

Funding: 5550 - Airport

Category: Aviation Improvements

Rank: 4

Project #: 00000

Project Request		
2018	\$	18,000
2019		18,000
2020		18,000
2021		18,000
2022		18,000
Total	\$	90,000

Description:

This project is for the planned replacement of airport equipment. The equipment was originally purchased with grant funding that is no longer available. The units to be replaced are a sweeper, two dump trucks, a backhoe, a skid steer loader, a mule, and a generator.

Scheduled Implementation:

New Project Request

A number of items were purchased with Federal Aviation Administration funds. Replacement timelines will be determined by factors such as maintenance costs, hours of operation, downtime, and mileage.

Effect on Operations:

Maintenance, replacement, insurance and overhead charges will increase.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Police / Passenger Vehicles

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 1

Project #: 02081

Project Request		
2018	\$	261,000
2019		455,000
2020		251,000
2021		421,000
2022		506,000
Total	\$	1,894,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - Five Police Tahoes, One Small SUV, and One Sedan

2019 - Two Sedans and Nine Police Tahoes

2020 - Two Mid-Size Sedans, Two Police Tahoes, and Three Police Motorcycles

2021 - Six Police Tahoes, Two Mid-Size SUVs, One Police Motorcycle, and One Van

2022 - One Mid-Size SUV, One Compact Car, and Ten Police Tahoes

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - RTC Vehicles / Equipment

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 2

Project #: 02082

Project Request		
2018	\$	1,166,000
2019		1,352,000
2020		1,845,000
2021		1,460,000
2022		675,000
Total	\$	6,498,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - Three Recycle Trucks and Two Side Loaders

2019 - One Roll Off, Two Front Loaders, and Two Side Loaders

2020 - Three Side Loaders and Three Front Loaders

2021 - One Recycling Truck, Two Front Loaders, and Two Side Loaders

2022 - One Recycling Truck, One Rear Loader, and One Roll Off

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Updated:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Construction Equipment

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 3

Project #: 02077

Project Request		
2018	\$	260,000
2019		-
2020		45,000
2021		-
2022		130,000
Total	\$	435,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - One Dozer

2020 - One Trench Roller

2022 - Two Skid Steers

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Backhoes / Loaders

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 4

Project #: 02076

Project Request		
2018	\$	-
2019		117,000
2020		322,000
2021		255,000
2022		565,000
Total	\$	1,259,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2019 - One Skid Steer and One Track Loader

2020 - Two Backhoes and One Skid Steer

2021 - One Skid Steer and One Track Loader

2022 - Four Backhoes

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Heavy Utility Vehicles

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 5

Project #: 02079

Project Request		
2018	\$	278,000
2019		420,000
2020		160,000
2021		1,065,000
2022		-
Total	\$	1,923,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - Two Dump Trucks

2019 - Three Dump Trucks

2020 - One Truck Tractor

2021 - One Large Flat Bed Truck, One Dump Truck, One Asphalt Truck, and One Sewer Cleaner

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Tractors / Mowers

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 6

Project #: 02083

Project Request		
2018	\$	307,000
2019		433,000
2020		317,000
2021		141,000
2022		128,000
Total	\$	1,326,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - One Tractor, One Mower Conditioner, Four Mowers, One Hay Baler, and One Brush Hog

2019 - Two Tractors, Two Balers, One Brush Hog, One Slope Mower, Two Sand Pros, and Four Mowers

2020 - One Tractor, Two Mower Conditioners, Two Multideck Mowers, and Three Mowers

2021 - One Tractor, One Mower, and One Brush Hog

2022 - One Brush Hog, One Grounds Master, and One Spreader

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Light / Medium Utility Vehicles

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 7

Project #: 02078

Project Request		
2018	\$	545,000
2019		564,000
2020		247,000
2021		500,000
2022		380,000
Total	\$	2,236,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - Fourteen Trucks

2019 - Fourteen Trucks

2020 - Seven Trucks

2021 - Nine Trucks

2022 - Eight Trucks

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet - Other Vehicles / Equipment

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 8

Project #: 02080

Project Request		
2018	\$	180,000
2019		321,000
2020		683,000
2021		85,000
2022		333,000
Total	\$	1,602,000

Description:

The purpose of this project is to replace obsolete or high maintenance vehicles which are no longer suited for regular service.

Scheduled Implementation:

Active Project

Scheduled for replacement:

2018 - One Forklift, Four Utility Task Vehicles, One Power Buggy, and One Sewer Cleaner

2019 - One Vibrating Roller, One Straw Blower, One Pump, Two Plows, and Two Spreaders

2020 - One Padfoot Roller, One Forklift, One Generator, One Vibrating Roller, One Plow, One Trailer, and Two Sweepers

2021 - One Trailer, Four Plows, One Changeable Sign, and One Utility Task Vehicle

Effect on Operations:

All vehicles to be replaced are paying motor pool charges. There will be no noticeable effect on operations.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Fleet Car Wash

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Vehicles & Equipment Improvements

Rank: 9

Project #: 00000

Project Request		
2018	\$	563,000
2019		310,000
2020		50,000
2021		-
2022		-
Total	\$	923,000

Description:

This project is to build a separate, stand alone building to house a two bay car wash. The current unit is located inside the Fleet Operations facility which creates water damage as well as taking up work space. One bay would be for the larger vehicles such as the trash and dump trucks. The second bay would be for average sized vehicles that are currently outsourced to a local vendor.

Scheduled Implementation:

New Project Request

In 2018, site development and construction of the building. In 2019, purchase and install the equipment. In 2020, convert the current large truck wash into a working shop space.

Effect on Operations:

Utilities will increase due to having two bays and an increase in the amount of vehicles washed. However, the proposed car wash has a filtering system that allows for 75-80% of the water to be re-used.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Title: Transportation & Fleet Building Improvements

Division: 770 - Fleet Operations

Funding: 9700 - Shop

Category: Facilities Management Improvements

Rank: 10

Project #: 00000

Project Request		
2018	\$	30,000
2019		31,000
2020		27,000
2021		-
2022		60,000
Total	\$	148,000

Description:

This project is for energy efficiency, weatherization, and facility improvements which includes the repair and replacement of inefficient HVAC equipment, lighting upgrades, weatherization roof coating, ADA improvements, security improvements, exterior painting, and other facility repairs.

Scheduled Implementation:

New Project Request

Facilities Management has assessed necessary repairs and proposed a tentative schedule beginning with LED fixture replacement throughout the building, installation of a new gate at the west entrance, and replacing wall panels.

Effect on Operations:

Maintenance and efficiency upgrades will reduce energy consumption. The maintenance cost is shared by the Transportation and Fleet Operations divisions and assigned by square footage.

Master Plan(s) Addressed:

The Energy Plan recommends upgrades to government buildings that will increase energy efficiency. Improvements to the Transportation and Fleet Facility such as HVAC equipment, converting lighting to low-energy LED fixtures, and weatherization roof coating all support this efficiency goal.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Summary

UNFUNDED PROJECTS

Funding Source / Category / Division	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Unfunded Projects						
4470 - SALES TAX CAPITAL IMPROVEMENTS:						
Engineering						
15th Street & Razorback Road Roundabout	0	1,080,000	0	0	0	1,080,000
Center & Harmon Intersection	695,000	0	0	0	0	695,000
Downtown Infrastructure Improvements	0	750,000	750,000	750,000	750,000	3,000,000
Lake Sequoyah Bridge Maintenance	70,000	300,000	0	0	0	370,000
Maple Street Improvements	300,000	2,740,000	0	0	0	3,040,000
N. College Avenue & Millsap Road Intersection	0	1,230,000	0	0	0	1,230,000
Ruppel Road (Howard Nickel to Hwy 112)	0	0	0	19,450,000	0	19,450,000
Sain Street Extension (N. Front to Joyce)	0	5,225,000	2,579,000	0	0	7,804,000
Zion Road (Vantage to Crossover)	0	2,050,000	0	0	0	2,050,000
Facilities Management						
Town Center Plaza Restoration	20,000	300,000	200,000	0	0	520,000
Fire Department						
Fire Apparatus Replacements	147,000	303,000	1,200,000	170,000	100,000	1,920,000
Fire Station	0	0	1,750,000	5,500,000	0	7,250,000
Fire Training Grounds	0	0	1,500,000	1,500,000	750,000	3,750,000
Information Technology						
Access Control & Security System	60,000	0	0	0	0	60,000
Applicant Tracking & Performance Software	50,000	0	0	0	0	50,000
Open Data/Financial Transparency Portal Website	0	10,000	35,000	0	0	45,000
Time & Attendance	45,000	0	15,000	0	0	60,000
Parks & Recreation						
Community Park Improvements	0	0	0	0	150,000	150,000
Neighborhood Park Improvements	0	0	0	0	250,000	250,000
Parks & Recreation Building Improvements	0	0	0	279,000	0	279,000
Parks & Recreation Master Plan	200,000	0	0	0	0	200,000
Regional Park Design	2,000,000	0	0	0	0	2,000,000
Regional Park Development	0	21,000,000	0	0	0	21,000,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Summary

UNFUNDED PROJECTS

Funding Source / Category / Division	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Police						
Citywide Radio System Replacement	0	100,000	100,000	500,000	10,100,000	10,800,000
Police Headquarters Building	0	8,000,000	28,300,000	0	0	36,300,000
Police Mobile Video System Replacement	0	0	0	0	275,000	275,000
Police Rescue Vehicle	0	0	200,000	0	0	200,000
Sustainability & Resilience						
Long-term Efficiency Project Financing	50,000	50,000	50,000	50,000	50,000	250,000
Sales Tax Capital Improvements - Unfunded Total	3,637,000	43,138,000	36,679,000	28,199,000	12,425,000	124,078,000

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: 15th Street & Razorback Road Roundabout

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 02063

Project Request		
2018	\$	-
2019		1,080,000
2020		-
2021		-
2022		-
Total	\$	1,080,000

Description:

This project includes the design and construction of a two lane roundabout at the intersection of Highway 112 (Razorback Road) and 15th Street to improve the safety and efficiency of the existing multi-lane four-way stop. A roundabout is the preferred option at this location due to higher than typical cost for a signal as the adjacent railroad requires additional detection hardware. In addition, the roundabout will better accommodate fluctuating traffic conditions at this intersection.

Scheduled Implementation:

Active Project

Design will be completed by the end of 2017 with construction to begin in 2019.

Effect on Operations:

This project will increase the amount of pavement, striping, sidewalks, landscaping, etc., which will affect the long-term maintenance costs. As compared to a signal, operating expenses for a roundabout are significantly lower.

Master Plan(s) Addressed:

This is a priority intersection improvement recognized by the City's Transportation Study. The project also addresses the City Plan 2030 goal of a livable transportation network and the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Center & Harmon Intersection

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	695,000
2019		-
2020		-
2021		-
2022		-
Total	\$	695,000

Description:

This project is for the construction of intersection improvements at Center Street and Harmon Avenue. The improvements will include adding a left turn lane for the west bound leg of Center Street, a left turn lane for the south bound leg of Harmon Avenue, radius improvements, and installing a traffic signal. This intersection is negatively affected by the angles that the streets intersect as well as the topography of the area. Recent developments of campus housing nearby have increased the traffic at this location and significantly increased pedestrian activity. In addition, school buses from the Fayetteville School District and the University of Arkansas transit buses have difficulty making turns at the intersection. These improvements will create smoother and safer traffic flow for all vehicles and will create a safer crossing for pedestrians.

Scheduled Implementation:

New Project Request

Design and construction is planned for 2018. The project will include installation of recycled signal poles that the City has salvaged from other locations.

Effect on Operations:

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs. New signal equipment will increase operation and maintenance costs of the signal program.

Master Plan(s) Addressed:

This safety and congestion improvement project meets the City Plan 2030 goal of a livable transportation network, the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation," the active Transportation Plan goal of safe pedestrian facilities, and is identified in the University of Arkansas's Transportation Master Plan as a safety priority.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Downtown Infrastructure Improvements

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		750,000
2020		750,000
2021		750,000
2022		750,000
Total	\$	3,000,000

Description:

This project is for a comprehensive streetscape aimed at improved walkability, safety, and continuity across downtown districts. This can be accomplished through sidewalk installation and repair, increased lighting, and intersection improvements. The project area would encompass Rock Street to Lafayette Street and West Avenue to College Avenue.

Scheduled Implementation:

New Project Request

Identified locations for lighting and sidewalk repair include West Avenue between Mountain and Spring Streets, School Avenue between Center and Spring Streets, Church Avenue between Mountain and Spring Streets, Meadow Street between College Avenue and Block Street, and Watson Street between Campbell and Thompson Streets. Lighting improvements all along Spring Street have also been identified.

Effect on Operations:

The operating cost would increase due to the additional lighting.

Master Plan(s) Addressed:

The City's Parking Study, Transportation/Mobility Plan, Downtown Master Plan, Active Transportation Plan, and City 2030 Plan all recommend expanding the City's sidewalk network to create highly walkable neighborhoods and commercial districts. The Downtown Master Plan specifically recommends well-lit streets for automobile and pedestrian safety and sidewalks on every street downtown. Additionally, the Downtown Master Plan calls for well-lit sidewalks that connect to entertainment and shopping areas. The Downtown, City 2030, Active Transportation, and Economic Development plans all address public transit and walkability as an important component of any transit program.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Lake Sequoyah Bridge Maintenance

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Bridge & Drainage Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	70,000
2019		300,000
2020		-
2021		-
2022		-
Total	\$	370,000

Description:

This project is for repairs to the Lake Sequoyah bridge. The Arkansas State Highway and Transportation Department (AHTD) has been delegated responsibility from the Federal Highway Administration (FHWA) to inspect bridges for local governments. The City has received a bridge inspection report for the Lake Sequoyah bridge detailing several areas of concerns needing repair and/or maintenance. The maintenance includes repairs to the concrete bridge deck, the concrete deck spall and the concrete support columns, expansion joint replacements, and spot sand blasting and spray painting of steel substructure members. Underwater inspection may be necessary to verify the extent of deterioration to the concrete support columns.

Scheduled Implementation:

New Project Request

The bridge repairs are currently not critical but will only deteriorate and become more expensive. It is recommended that staff proceeds with design in 2018 and construction in 2019.

Effect on Operations:

The City is required by the Federal government to keep all public bridges in a safe and well maintained condition. Contracting this work out will reduce the amount of work required by the Transportation Department. Postponing the bridge repairs will allow for more deterioration of the structural elements and increase the quantity of items to be repaired and the cost.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Maple Street Improvements

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	300,000
2019		2,740,000
2020		-
2021		-
2022		-
Total	\$	3,040,000

Description:

This project is to reconstruct the existing street section between Garland and Gregg Avenues. The reconstruction will create a two way cycle track and two lanes for vehicular traffic as well as sidewalk improvements for pedestrians. The proposed cycle track will create a connection between the Razorback Greenway (Frisco Trail), the University of Arkansas, and Oakridge Trail which currently ends on the University of Arkansas campus.

Scheduled Implementation:

New Project Request

Funds through the Walton Family Foundation and the University of Arkansas will be pursued. Implementation depends on the funding schedules of these entities.

Effect on Operations:

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs. The University of Arkansas would likely provide maintenance on street lights and other roadside amenities.

Master Plan(s) Addressed:

This project furthers the goals of multiple master plans, including the City Plan 2030 statement of "we will grow a livable transportation network," the City Council's Guiding Principle of "Greater Ease of Mobility Through Transportation," and goals identified by citizens through the Fayetteville Mobility Plan. This project was also identified as a catalyst project in the University of Arkansas's Master Transportation Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: N. College Ave. & Millsap Road Intersection

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	215,000
2019		1,015,000
2020		-
2021		-
2022		-
Total	\$	1,230,000

Description:

This project is for a major intersection improvement at Millsap and College Avenue. The project includes better access to the flyover, additional capacity for eastbound traffic on Millsap, and additional through capacity for traffic on College Avenue. Pedestrian accommodations include protected signal phases and additional sidewalk connections. These actions will greatly improve the overall level of service for this intersection, while increasing pedestrian accessibility and safety.

Scheduled Implementation:

New Project Request

Design to begin in 2018 with construction in 2019.

Effect on Operations:

This project will increase the amount of pavement, striping, signing, lighting, etc., which will affect the long-term street maintenance costs.

Master Plan(s) Addressed:

This is a major intersection of Highway 71B, the flyover, and Millsap Road which is extremely congested and accident prone. As such, it has been identified by the Transportation/Mobility Plan and a traffic study performed by Burns & McDonnell as a priority intersection for efficiency and safety.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Ruppel Road (Howard Nickel to Hwy 112)

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		-
2021		19,450,000
2022		-
Total	\$	19,450,000

Description:

This project is for the design and construction of the remainder of the west and north legs of the four lane arterial loop known as The Mayor's Box. This includes roadway widening to Ruppel Road between Congressional and Starry Night, widening and new roadway construction for Ruppel Road between Mt. Comfort Road and Salem Road, and widening of Howard Nickel Road from Salem Road to Van Asche Drive. This roadway is planned as a principal arterial on the City Plan 2030 Master Street Plan and will be constructed as four travel lanes with a center median (where possible) and sidewalks and/or trail along the roadway. A portion of this project is State Highway 112 and staff intends to pursue a partnering arrangement with AHTD for that segment. Portions of this project are also outside city limits.

Scheduled Implementation:

New Project Request

This will be a multi-phase, multi-year project that may include partnering with the AHTD, federal aid through Regional Planning, and other project partners. Implementation is shown in one year, but will be determined based on partnering agreements and other factors. Three to four separate projects with individual implementation schedules are expected.

Effect on Operations:

This project will increase the amount of pavement, striping, sidewalks, and other infrastructure which will affect the long-term street maintenance costs.

Master Plan(s) Addressed:

This project includes the construction of a principal arterial as designated on the City's Master Street Plan. The project includes a multi-use trail that will extend from Martin Luther King Boulevard to the Scull Creek Trail.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Sain Street Extension (N. Front to Joyce)

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 06035

Project Request		
2018	\$	5,225,000
2019		2,579,000
2020		-
2021		-
2022		-
Total	\$	7,804,000

Description:

This project is for the Sain Street extension. The project will construct a new connection from North Front Street to Joyce Boulevard at Vantage Drive with a bridge crossing over Mud Creek and add approximately 0.8 miles to the City's street system. This will alleviate part of the traffic congestion at the Joyce Boulevard and North College Avenue intersection by providing an alternate route. The roadway will be a three-lane section with bike lanes, narrowing down to two lanes across the proposed Mud Creek bridge. The City will apply for Federal-aid funding through the STBGP-A program.

Scheduled Implementation:

Active Project

Construction will begin in 2018.

Effect on Operations:

This project will increase the amount of pavement, bridge elements, striping, signing, mowing, etc., which will affect long-term maintenance costs.

Master Plan(s) Addressed:

This project is part of the study that was completed for the Fayetteville Expressway Economic Development Corridor (FEEDC). The Sain Street extension from North Front Street to Joyce Boulevard is also on the Transportation Master Plan (City 2030 Plan) and the Fayetteville Mobility Study. The Northwest Arkansas Regional Planning Commission (NWARPC) has recognized this as a regionally significant project and thereby is eligible for federal funding.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Zion Road (Vantage to Crossover)

Division: 621 - Engineering

Funding: 4470 - Sales Tax Capital Improvements

Category: Street Improvements

Rank: **Project #:** 06035

Project Request		
2018	\$	-
2019		2,050,000
2020		-
2021		-
2022		-
Total	\$	2,050,000

Description:

This project is to supplement the Transportation Bond Fund to complete the Zion Road (Vantage to Crossover) roadway improvement project. Zion Road is shown on the 2030 Master Street Plan as a collector street running between College Avenue (Highway 71B) and Crossover Road (Highway 265) and provides an east-west connection. The cross section will be a two and three lane section with bike lanes and five foot sidewalks on both sides.

Scheduled Implementation:

Active Project

The design is complete and right-of-way acquisition is nearing completion.

Effect on Operations:

This project will increase the amount of pavement, striping, sidewalks and other infrastructure which will affect the long-term street maintenance costs.

Master Plan(s) Addressed:

This project, due to the multimodal design, will provide bicycle, pedestrian, and vehicular improvements that meets the City Plan 2030 goal of "we will grow a livable transportation network." This improvement is also an on-street connection identified in the Fayetteville Alternative Transportation Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Town Center Plaza Restoration

Division: 140 - Facilities Management

Funding: 4470 - Sales Tax Capital Improvements

Category: Facilities Management Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	20,000
2019		300,000
2020		200,000
2021		-
2022		-
Total	\$	520,000

Description:

This project is to rehabilitate the Town Center Plaza. The work includes but is not limited to caulking, tuck-pointing and concrete leveling, reconstruction and replacement of trench drains, and resurfacing the plaza.

Scheduled Implementation:

New Project Request

Phase 1 includes plumbing repairs, trench drain replacements, tuck-pointing and concrete leveling, and patching and repair. Phase 2 includes the resurfacing of the plaza.

Effect on Operations:

The repairs will address water leaking on the cars below the plaza and prevent structural concrete deterioration.

Master Plan(s) Addressed:

The City Council's Guiding Principles recommend "Well Maintained City Infrastructure and Facilities." Repairing the drains, caulking, and surface coating at the Town Center plaza supports the goal of the initiative.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Fire Apparatus Replacements

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: **Project #:** 03019

Project Request		
2018	\$	147,000
2019		303,000
2020		1,200,000
2021		170,000
2022		100,000
Total	\$	1,920,000

2018	\$	147,000
2019		303,000
2020		1,200,000
2021		170,000
2022		100,000
Total	\$	1,920,000

Description:

This project is for the replacement of fire apparatus. The Fire Department has experienced a dramatic increase in emergency call volume which is impacting the replacement cycle for the fleet. The general industry standard guideline is for a fire engine/quint to serve on the front line for seven years and in the reserve fleet for three years for a total of 10 years of reliable service. For a ladder truck or aerial apparatus, the guideline is to serve for 10 years on the front line and five years in the reserve fleet. In addition to the \$1,920,000 in the unfunded list, there is \$5,765,000 funded in the 2018-2022 period.

Scheduled Implementation:

Active Project

In 2018 - purchase of a Quint apparatus. in 2019 - purchase an Aerial Ladder Platform apparatus. In 2021 - purchase two engines, one for replacement and one expansion apparatus for a new fire company. In 2022 - purchase another Quint apparatus.

Effect on Operations:

These fire apparatus replacements have helped improve dependability and decrease downtime for maintenance and repairs. Motor pool costs for maintenance will be reduced initially. However, as the fire trucks age the maintenance and repair costs will follow the normal patterns. In 2021, personnel cost will increase with the approval of a new fire station and crew as well as motor pool for the expansion units.

Master Plan(s) Addressed:

Within the Council Strategic Initiatives Plan two priorities are identified that pertain to this project. The initiatives are a "Well-Maintained City Infrastructure and Facilities" and "Reputation as a Safe Community." Maintaining the apparatus replacement schedule keeps the equipment from deteriorating. In order to meet the emergency response demands of the Fire Department, the apparatus needs to be reliable and dependable. This also directly impacts the reputation as a safe community.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Fire Station

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		1,750,000
2021		5,500,000
2022		-
Total	\$	7,250,000

Description:

This project is to meet the anticipated emergency response needs of the citizens of Fayetteville. In the last five years call volume has increased by an average of 6.7% per year. The Department is therefore requesting an additional fire station and fire company in 2021 to maintain the current level of service. The location of this station will be determined by the data obtained by the accreditation process.

Scheduled Implementation:

New Project Request

In 2020, land will be purchased and engineering/architectural costs will be incurred. In 2021 the new fire station will be constructed.

Effect on Operations:

This additional company and station will require the creation of a second battalion.

Master Plan(s) Addressed:

This request addresses the Council Strategic Guiding Principle of "Reputation as a Safe Community" since building an additional fire station will help ensure response times are maintained.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Fire Training Grounds

Division: 300 - Fire

Funding: 4470 - Sales Tax Capital Improvements

Category: Fire Improvements

Rank: **Project #:** 17001

Project Request		
2018	\$	-
2019		-
2020		1,500,000
2021		1,500,000
2022		750,000
Total	\$	3,750,000

Description:

This project is to locate the Training Division to the training grounds site. This will provide the ability to conduct regional training exercises with space for indoor classrooms and a professional training environment. A Driver/Operator Course is planned and could be used in conjunction with the Police Department for Emergency Vehicle Response Training. Other training props include structural collapse, trench rescue, confined space, and swift water responses. Locating the Training Division permanently at this facility will help to ensure that the facility is properly maintained and managed. This project would allow the City to become a regional training source for Fire and Police Departments which helps create safer communities and further enhances reputations as safe communities.

Scheduled Implementation:

Active Project

In 2020 the offices, classrooms, and a parking lot will be built. In 2021 apparatus bays will be built. In 2022 a perimeter road will be built and additional training props such as vehicle fire, trench collapse, rail car derailed, building collapse, etc. would be purchased.

Effect on Operations:

This facility will provide for a safe environment for firefighters to train. The facility is expected to reduce injuries and improve expertise in technical rescue incidents.

Master Plan(s) Addressed:

This project would allow the City to become a regional training source for public safety endeavors and complies with the City Council's Guiding Principle of "Reputation as a Safe Community" as the project further enhances and elevates the City's reputation as a safe community. Better trained emergency personnel with developed skills through first rate hands-on training are better and more proficient as emergency responders.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Access Control & Security System

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: **Project #:** 13030

Project Request		
2018	\$	60,000
2019		-
2020		-
2021		-
2022		-
Total	\$	60,000

Description:

This project is to upgrade and expand the City's access control and security system. Over the past five years, the City has consolidated access control systems for better control and greater efficiency. The City Administration building is in need of additional doors and security cameras to be able to effectively lock down and provide enhanced security to employees. Additions such as locking down the basement and stairwells will limit exposure to the building and help to mitigate risk.

Scheduled Implementation:

Active Project

A major upgrade is planned in 2018 to the City Administration building for access control and video security to expand 15 doors and 15 cameras.

Effect on Operations:

Hardware maintenance cost is expected to increase for the new expansion items.

Master Plan(s) Addressed:

By expanding the City's access control and security system via additional secure doors and video surveillance, the project supports the City Council's guiding principle of "Well-Maintained City Infrastructure and Facilities."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Applicant Tracking & Performance Software

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	50,000
2019		-
2020		-
2021		-
2022		-
Total	\$	50,000

Description:

This project is to replace the existing NeoGov application tracking and performance management software. Staff is interested in options to improve the job application process, onboarding, performance evaluations, and overall reporting.

Scheduled Implementation:

New Project Request

Staff would research options to replace the current NeoGov software and then compare functionality of current and proposed software applications. Implementation would occur in late 2018, pending a thorough review and selection process.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Open Data & Financial Transparency Portal Website

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		10,000
2020		35,000
2021		-
2022		-
Total	\$	45,000

Description:

This project is to implement an open data portal and financial transparency website to increase the amount and type of information staff shares with the public. The open data portal would allow citizens and businesses to view, analyze, and download information about city operations, budgets, and expenditures. The open data portal will help the City explain how tax dollars are put to work for the benefit of the community and provide a level of operational and financial transparency. The financial transparency portion would specifically allow the public to view budgets, expenditures, revenues, and have the ability to perform basic analytics.

Scheduled Implementation:

New Project Request

Staff is recommending 2019 for the financial data and 2020 for operational data.

Effect on Operations:

Master Plan(s) Addressed:

An open data and financial transparency portal website will enhance how the City communicates financial and operational information to support the City Council's Guiding Principle of "A Financially Sustainable City Government."

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Time & Attendance

Division: 170 - Information Technology

Funding: 4470 - Sales Tax Capital Improvements

Category: Information Technology Improvements

Rank: **Project #:** 08025

Project Request		
2018	\$	45,000
2019		-
2020		15,000
2021		-
2022		-
Total	\$	60,000

Description:

This project provides upgrades to the time and attendance system purchased in 2010. The City currently has 16 timeclocks in production that are in need of replacement. The timekeeping system is used by all employees to gather hours worked which are then imported into the payroll system, increasing accuracy and efficiency of the payroll process.

Scheduled Implementation:

Active Project

The timeclocks will be replaced in 2018 with hardware refreshes in the year 2020.

Effect on Operations:

No significant change over the current annual hardware maintenance expense.

Master Plan(s) Addressed:

The City Council's Guiding Principle of "Well-Maintained City infrastructure and Facilities" is supported by replacing the timeclock hardware and keeping the clocks current.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Community Park Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 13001

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		150,000
Total	\$	150,000

Description:

This project is for improvements to Walker Park. The Walker Park Master Plan is currently being designed, therefore a specific project cannot be determined at this time.

Scheduled Implementation:

Active Project

A master plan for Walker Park is currently being designed. Detailed plans and specifications for identified priorities will be developed in 2021.

Effect on Operations:

Routine maintenance of new and renovated facilities will be needed.

Master Plan(s) Addressed:

Walker Park Master Plan is underway and will set the priorities for the future park development through a public process. A key recommendation identified through a guiding policy of the Executive Summary is to upgrade existing and provide additional community and neighborhood parks. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Neighborhood Park Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 02013

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		250,000
Total	\$	250,000

Description:

This project is for improvements to parks that are located within neighborhoods. Hotz Park is a neighborhood park located west of the University of Arkansas campus. Improvements are needed to update the existing playground and park amenities that will provide ADA access.

Scheduled Implementation:

Active Project

A master plan for Hotz Park would be designed in 2020 with the detailed plans and specification for identified priorities developed in 2021.

Effect on Operations:

The renovation of existing playground will not affect operations.

Master Plan(s) Addressed:

A key component of the Parks Master Plan is to provide recreational facilities and greenspace through mini-parks and neighborhood parks within close proximity of residential homes and neighborhoods. Preferably, these facilities are within walking distance of the users and may not include parking. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Parks & Recreation Building Improvements

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		-
2021		279,000
2022		-
Total	\$	279,000

Description:

This project is for updates to the Walker Park Senior Activity and Wellness Center, the Parks & Recreation Building, and the Yvonne Richardson Center.

Scheduled Implementation:

New Project Request

Various improvements to HVAC systems, exterior and interior finishes, roofing, and lighting systems would be identified and implemented each year as needed.

Effect on Operations:

Master Plan(s) Addressed:

The need to maintain and repair existing facilities is critically important to achieve a target life cycle for developed facilities and this is identified throughout the plan from the Executive Summary through the general recommendations of the Parks Master Plan.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Parks & Recreation Master Plan

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 00000

Project Request

2018	\$	200,000
2019		-
2020		-
2021		-
2022		-
Total	\$	200,000

Description:

This project is for a new master plan for the Parks and Recreation Department that will define the direction of parks and recreation in Fayetteville for the next ten years. The master plan would set the vision and strategies to accomplish goals set by the City.

Scheduled Implementation:

Planned/Programmed Project

A consultant will be hired in 2018 to begin the process.

Effect on Operations:

Master Plan(s) Addressed:

The current Parks and Recreation Master Plan was adopted in 2002 and was a ten year plan. The Parks Department has completed the majority of the plan and needs a new one to set the vision for the next decade. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Regional Park Design

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	2,000,000
2019		-
2020		-
2021		-
2022		-
Total	\$	2,000,000

Description:

This project is to complete the detailed design for remaining phases of the Regional Park.

Scheduled Implementation:

New Project Request

A Request for Proposal (RFP) would be advertised in 2018 with a consultant hired to provide the design and bidding services.

Effect on Operations:

Master Plan(s) Addressed:

The Parks & Recreation Master Plan recommends the development of a Regional Park based upon data from public meetings, citizen survey results, a one day steering committee meeting, and interviews with public officials, staff, and community leaders. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Regional Park Development

Division: 520 - Parks & Recreation

Funding: 4470 - Sales Tax Capital Improvements

Category: Parks & Recreation Improvements

Rank: **Project #:** 02002

Project Request		
2018	\$	-
2019		21,000,000
2020		-
2021		-
2022		-
Total	\$	21,000,000

Description:

This project is for remaining phases of the Regional Park and includes a four baseball field complex with a concession/restroom building; a four softball field complex with a concession/restroom building; a parks office building; a parks maintenance office and facilities; a Great Lawn pavilion/restroom; amphitheater, trail head parking with a pavilion/restroom building; and tennis, basketball and sand volleyball courts.

Scheduled Implementation:

Planned/Programmed Project

Construction will begin in 2019 as soon as practical after development approval and construction drawings are ready for bid. The bid documents would facilitate fund raising efforts to be able to start the project.

Effect on Operations:

Completion of the Regional Park will add 4.75 FTEs for maintenance, 1.5 FTEs for recreation, two mowers, a ballfield groomer, and operational and utility expenses.

Master Plan(s) Addressed:

The Parks & Recreation Master Plan recommends the development of a Regional Park based upon data from public meetings, citizen survey results, a one day steering committee meeting, and interviews with public officials, staff, and community leaders. Parks and the quality of life are consistently important considerations for community residents and new business startups/relocations as evidenced by responses received in the Resident Input Session, Business and Employers Survey, and Entrepreneurs and Innovators Survey.

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Citywide Radio System Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		-
2021		800,000
2022		10,000,000
Total	\$	10,800,000

Description:

The project is for citywide radio replacements. The last citywide radio project was completed in 2011. Radio systems after several years typically start experiencing problems with equipment failures due to age. It is not unusual to begin having problems acquiring parts as the system degrades. These systems are costly and it is important to start planning for the future replacement of the City's radios. In addition to the \$10,800,000 in the unfunded list, there is \$600,000 funded in the 2018-2022 period.

Scheduled Implementation:

Planned/Programmed Project

Implementation would start when system degradation begins due to equipment failure.

Effect on Operations:

New radio equipment will initially be covered under warranty and then added to the radio maintenance contract after the warranty expires.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Police Headquarters Building

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		8,000,000
2020		28,300,000
2021		-
2022		-
Total	\$	36,300,000

Description:

This project is to construct a new police headquarters building. The current facility is overcrowded, has poor public access, and high maintenance costs. A needs study was completed in 2004 noting the police facility should be 66,000 square feet. The current facility is 24,000 square feet.

Scheduled Implementation:

Previously Requested/Not Approved

Begin site evaluation and preliminary design upon identification of funding source.

Effect on Operations:

Overall effect on operations should be comparable to existing costs due to installation of energy-efficient mechanical components such as HVAC, lighting, and water heaters.

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Police Mobile Video System Replacement

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: **Project #:** 15015

Project Request		
2018	\$	-
2019		-
2020		-
2021		-
2022		275,000
Total	\$	275,000

Description:

This project provides for the replacement of the police mobile video systems. Mobile video is an important component of each patrol unit by documenting evidence to support prosecution and makes citizen complaints more easily investigated. All patrol vehicles are equipped with video and audio recording devices that capture traffic stops and other relevant events. This video is uploaded to disk-based storage cabinets of sufficient capacity to accommodate video uploads for a period of one year. Video is then accessible over the network by authorized personnel for review and dissemination per law enforcement requirements. In addition to the \$275,000 in the unfunded list, there is \$38,000 funded in the 2018-2022 period.

Scheduled Implementation:

Active Project

The replacement of the Mobile Video Recorder (MVR) server and of the microphone/equipment for all officers will be in 2019. The MVR units will be beyond normal hardware life expectancy in 2022.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Police Rescue Vehicle

Division: 200 - Police

Funding: 4470 - Sales Tax Capital Improvements

Category: Police Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	-
2019		-
2020		200,000
2021		-
2022		-
Total	\$	200,000

Description:

This project is for an expansion vehicle for the Police Department. This vehicle will be used for special operations including deploying personnel and to recover/rescue citizens in peril. The vehicle will decrease the risk of officers and citizens being injured or killed in high risk situations and remove the increased risk of vulnerability. The vehicle can also be used to get medical personnel into unstable positions with an extra level of protection.

Scheduled Implementation:

New Project Request

Staff recommends purchasing this vehicle in 2020.

Effect on Operations:

Master Plan(s) Addressed:

CITY OF FAYETTEVILLE, ARKANSAS
CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Unfunded

Project Title: Long-term Efficiency Project Financing

Division: 631 - Sustainability & Resilience

Funding: 4470 - Sales Tax Capital Improvements

Category: Other Capital Improvements

Rank: **Project #:** 00000

Project Request		
2018	\$	50,000
2019		50,000
2020		50,000
2021		50,000
2022		50,000
Total	\$	250,000

Description:

This project consists of utilizing Property-Assessed Clean Energy (PACE) financing or Guaranteed Performance Service Contracting to fund large-scale energy efficiency, weatherization, and water conservation improvements to city buildings. Improvements may include repair and replacement of inefficient HVAC equipment, lighting upgrades, insulation, window repair/replacement, and water efficiency projects. Energy assessments will need to be performed to identify the scope of specific projects.

Scheduled Implementation:

New Project Request

Project assessment and scope to be developed in late 2017 with construction in 2018. Financing will extend over a multi-year period.

Effect on Operations:

Reduction in utility and maintenance costs and time spent repairing outdated equipment.

Master Plan(s) Addressed:

Anticipated recommendations from the Energy Action Plan (Fall 2017) include reducing energy consumption in city-owned buildings through a combination of energy efficiency improvements and greater investment in on-site renewables. Investment in long-term efficiency projects will directly support the goal of reducing city-owned building energy consumption. Long-term efficiency project financing and the development of the City's Energy Action Plan directly support the recommended sustainability strategic focus areas in the Fayetteville First and the Economic Development Plans including sustainable Fayetteville branding and STAR Communities re-certification action items.

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
General Fund							
Bridge & Drainage Improvements							
Engineering							
Other Drainage Improvements	Effect on operations depends on the improvement	0	0	0	0	0	0
Stormwater Quality Management	Effect on operations depends on the improvement	0	0	0	0	0	0
Drainage Maintenance	Effect on operations depends on the improvement	0	0	0	0	0	0
Facility Improvements							
Facilities Management							
Building Improvements	No effect on operations	0	0	0	0	0	0
7-Hills Walker Family Residential Facility	No effect on operations	0	0	0	0	0	0
Sustainability & Resilience							
Building Efficiency Improvements	Reduction in utility and maintenance costs	(20,000)	(25,000)	(30,000)	(35,000)	(40,000)	(150,000)
		(20,000)	(25,000)	(30,000)	(35,000)	(40,000)	(150,000)
Fire Safety Improvements							
Fire							
Fire Apparatus Purchase Program	Expansion unit - motor pool charges	0	0	0	12,000	12,000	24,000
Fire Facility Maintenance - Cost Savings	No effect on operations	0	0	0	0	0	0
Fire Information Technology Updates	No effect on operations	0	0	0	0	0	0
Firefighter Safety Equipment	No effect on operations	0	0	0	0	0	0
Fire Mobile Radios	No effect on operations	0	0	0	0	0	0
		0	0	0	12,000	12,000	24,000
Information Technology Improvements							
Information Technology							
Technology Equipment Replacement	New personnel - 1.0 FTE	0	57,516	57,516	57,516	57,516	230,064
Local Area Network (LAN) Upgrade	Hardware maintenance cost will increase for new expansion items	6,250	6,250	10,000	5,450	5,950	33,900
Telecommunication Systems Upgrades	Slight increases in software maintenance and licensing as head count increases across the City	13,600	1,000	1,000	1,000	1,000	17,600
Storage Area Network (SAN)	No effect on operations	0	0	0	0	0	0
Cyber Security	No effect on operations	0	0	0	0	0	0
Fayetteville-AR.gov Technical Improvements	No effect on operations	0	0	0	0	0	0
Document Management	No effect on operations	0	0	0	0	0	0
Geographic Information System (GIS)	No effect on operations	0	0	0	0	0	0
Regional Park Fiber and Network	Hardware maintenance cost increase with addition of network equipment	1,500	750	0	0	0	2,250
Hansen Version 8 Upgrade	Software maintenance	0	100,000	100,000	100,000	100,000	400,000
		21,350	165,516	168,516	163,966	164,466	683,814

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Library Material Purchases & Improvements							
Library							
Library Materials Purchases	No effect on operations	0	0	0	0	0	0
Library Computer Replacements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Media Services Improvements							
Media Services							
City Hall Room 111 Audio-Visual Upgrade	No effect on operations	0	0	0	0	0	0
Television Center Equipment	No effect on operations	0	0	0	0	0	0
Digital Signage Implementation	No effect on operations	0	0	0	0	0	0
City Hall A-V Maintenance	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Parks & Recreation Improvements							
Parks & Recreation							
Parks & Recreation Software	No effect on operations	0	0	0	0	0	0
Park Paving Improvements	No effect on operations	0	0	0	0	0	0
Lake Fayetteville Watershed Grant match	No effect on operations	0	0	0	0	0	0
Parks & Rec. Maintenance Work Order System	Increase in software maintenance	0	10,000	10,000	10,000	10,000	40,000
Lake Improvements	Increase in building and grounds maintenance	0	2,000	2,000	2,000	2,000	8,000
Forestry & Habitat Improvement	No effect on operations	0	0	0	0	0	0
Safety & ADA	No effect on operations	0	0	0	0	0	0
Lights of the Ozarks	No effect on operations	0	0	0	0	0	0
Urban Forestry Analysis Update	No effect on operations	0	0	0	0	0	0
		0	12,000	12,000	12,000	12,000	48,000
Other/Miscellaneous Capital Improvements							
Accounting & Audit							
Audit Expense	No effect on operations	0	0	0	0	0	0
Accounting Office Equipment	No effect on operations	0	0	0	0	0	0
Animal Services							
Animal Service Improvements	No effect on operations	0	0	0	0	0	0
Engineering							
GPS Survey Equipment	No effect on operations	0	0	0	0	0	0
Facilities Management							
Woolsey Homestead Historic Restoration Project	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Police Safety Improvements							
Police							
Police Ballistic Protection	No effect on operations	0	0	0	0	0	0
Police Weapon Replacement	No effect on operations	0	0	0	0	0	0
Police Specialized Equipment	No effect on operations	0	0	0	0	0	0
Police Building Improvements	No effect on operations	0	0	0	0	0	0
Police Technology Improvements	No effect on operations	0	0	0	0	0	0
Police Unmarked Vehicles	No effect on operations	0	0	0	0	0	0
Police Take Home Vehicles	Increase in motorpool charges	13,140	28,080	43,920	77,200	114,380	276,720
Police Virtual Server & Storage Area Network	The purchase will increase the VMWare license maintenance renewal per year, as well as the VEEAM backup software license renewals	0	3,000	3,000	6,000	6,000	18,000
Employee Gym Equipment							
Citywide Radio System Replacement	No effect on operations	0	0	0	0	0	0
Police Mobile Computer Terminal Replacement	No effect on operations	0	0	0	0	0	0
Police Mobile Video Recorder Replacement	No effect on operations	0	0	0	0	0	0
Police K9 Replacement	No effect on operations	0	0	0	0	0	0
Police Equipment Replacement	No effect on operations	0	0	0	0	0	0
Police Interagency Communications	No effect on operations	0	0	0	0	0	0
Police Radio Replacement	No effect on operations	0	0	0	0	0	0
Central Dispatch Improvements	Annual maintenance cost after the 5 year warranty expires	0	0	0	0	0	0
Police Network Core/Distribution Switch	No effect on operations	0	0	0	0	0	0
Police eTicket Equipment Replacement	No effect on operations	0	0	0	0	0	0
		13,140	31,080	46,920	83,200	120,380	294,720
Total General Fund Impacts							
		14,490	183,596	197,436	236,166	268,846	900,534

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Street Fund							
Transportation Improvements							
Transportation							
In-House Pavement Improvements	Newly paved streets have no immediate effect on operations Maintenance costs increase as streets age and deteriorate. The costs for asphalt patching, crack sealing, and street striping will occur. As more bike lanes are added, the costs for maintaining roadway markings will also increase. Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.	75,000	75,000	75,000	75,000	75,000	375,000
Sidewalk Improvements	Construction of new sidewalks will not immediately result in additional operating costs. Pressure washing, resealing, caulking joints, and other maintenance to existing sidewalks will increase the cost of materials and supplies.	10,000	10,000	10,000	10,000	10,000	50,000
Traffic Signal Improvements	The installation of new traffic signals will result in increased utility and maintenance costs	20,000	20,000	20,000	20,000	20,000	100,000
Wireless Traffic Signal Control	No effect on operations	0	0	0	0	0	0
Trail Development	An additional FTE and mower is required for every 10 miles of new trail added which is scheduled to occur by 2021. Utility costs increase as lighting and water fountains are also added.	50,000	50,000	50,000	111,900	100,900	362,800
Transportation/Fleet Building Improvements	No effect on operations						
Engineering							
Cost Share / ROW / Intersection / Street Calming	No effect on operations	0	0	0	0	0	0
Parking Management							
Parking Lot Improvements (City Employee)	No effect on operations	0	0	0	0	0	0
		155,000	155,000	155,000	216,900	205,900	887,800
Total Street Fund Impacts		155,000	155,000	155,000	216,900	205,900	887,800

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Parking Fund							
Parking Improvements							
Parking Management							
Meadow Street Parking Deck Improvements	No effect on operations	0	0	0	0	0	0
Parking Lot Improvements and Overlays	No effect on operations	0	0	0	0	0	0
Parking Infrastructure Improvements	Estimate 10 new lights at \$40 per month for electricity	4,800	4,800	4,800	4,800	4,800	24,000
Parking Computer and Printer Replacements	No effect on operations	0	0	0	0	0	0
Parking Enforcement Upgrades	Monthly software service payments are estimated to increase by \$200 for software upgrades and real-time availability application. Additional operational costs include estimated costs for replacement and maintenance associated with LPR cameras and lot sensors.	3,400	3,400	3,400	3,400	3,400	17,000
Meter/Pay Station Upgrade & Replacements	Operational costs include monthly service fees for smart meters at \$5/month for 200 on-street meters and an increase in monthly service fees for four new pay stations at \$100 per month. Operational costs for the monthly service fees for smart meters could also be offset with rate changes.	0	12,000	16,800	16,800	16,800	62,400
Spring Street Parking Deck Improvements	A three year warranty will be included with the initial camera purchase. Ongoing maintenance costs for the cameras will be approximately \$500 per year.	0	0	500	500	500	1,500
Total Parking Fund Impacts		8,200	20,200	25,500	25,500	25,500	104,900
		8,200	20,200	25,500	25,500	25,500	104,900
Parks Development Fund							
Parks & Recreation Improvements							
Parks & Recreation							
Community Park Improvements	2018- Walker & Gulley splash pads utility cost for water is estimated at \$40,000; electricity at \$2,000; and building and maintenance costs are estimated at \$6,000 for general repairs each year. 2020- Skate Park lighting utility cost is estimated at \$3,000 per year. 2021- New pavilion restrooms at Gulley estimated \$2,000 utility (electric, water, sewer), \$1,000 janitorial supplies, and \$1,500 building and maintenance.	48,000	48,000	51,000	55,500	55,500	258,000
Total Parks Development Fund Impacts		48,000	48,000	51,000	55,500	55,500	258,000
		48,000	48,000	51,000	55,500	55,500	258,000

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Water & Sewer Fund							
Wastewater Treatment Improvements							
Utilities Director							
Phosphorus Standards Management	No effect on operations	0	0	0	0	0	0
Wastewater Treatment Plant							
Plant Pumps and Equipment - W.W.T.P	No effect on operations	0	0	0	0	0	0
W.W.T.P. Building Improvements	No effect on operations	0	0	0	0	0	0
Upgrade and Replace Lift Stations - W.W.T.P	No effect on operations	0	0	0	0	0	0
Lake Sequoyah Sediment Removal	No effect on operations	0	0	0	0	0	0
Filter Cell Replacement - W.W.T.P	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
Water & Sewer Improvements							
Water & Sewer Maintenance							
Water System Rehabilitation/Replacement	No effect on operations	0	0	0	0	0	0
Sanitary Sewer Rehabilitation	No effect on operations	0	0	0	0	0	0
Water and Sewer Relocations - Bond Projects	No effect on operations	0	0	0	0	0	0
Water Storage and Pump Station Maintenance	No effect on operations	0	0	0	0	0	0
Water & Sewer Equipment Expansions	New personnel (5.0 FTEs) and motorpool charges (Four expansion units).	0	345,100	356,600	368,600	381,100	1,451,400
Water Impact Fee Cost Sharing Projects	No effect on operations	0	0	0	0	0	0
West Water Transmission Line	No effect on operations	0	0	0	0	0	0
		0	345,100	356,600	368,600	381,100	1,451,400
Water & Sewer Services Improvements							
Utilities Financial Services Improvements	No effect on operations	0	0	0	0	0	0
Utilities Technology Improvements	No effect on operations	0	0	0	0	0	0
Water & Sewer Maintenance							
Water & Sewer Building and Office Improvements	No effect on operations	0	0	0	0	0	0
Water Meters	No effect on operations	0	0	0	0	0	0
Water & Sewer Rate/Operations Study	No effect on operations	0	0	0	0	0	0
Backflow Prevention Assemblies	No effect on operations	0	0	0	0	0	0
Technology Equipment Replacements	No effect on operations	0	0	0	0	0	0
		0	0	0	0	0	0
		0	0	0	0	0	0
Total Water & Sewer Fund Impacts		0	345,100	356,600	368,600	381,100	1,451,400

City of Fayetteville, Arkansas
2018 - 2022 Capital Improvements Program
Operating Impacts

Source / Division / Project Title	Description of Operating Impact	2018	2019	2020	2021	2022	Total
Recycling & Trash Collection Fund							
Solid Waste Improvements							
Solid Waste & Recycling							
Transfer Station Improvements	No effect on operations	0	0	0	0	0	0
Recycling & Trash Collection Rate Study	No effect on operations	0	0	0	0	0	0
Solid Waste Reduction, Diversion & Recycling Master Plan	New personnel cost (4.0 FTEs) and motor pool charges (three expansion units)	119,200	357,500	357,500	357,500	357,500	1,549,200
Scale House Improvements	No effect on operations	0	0	0	0	0	0
Technology Equipment Replacements	No effect on operations	0	0	0	0	0	0
Truck Plug Ins - Parking Lot	No effect on operations	0	0	0	0	0	0
Cart Washer	No effect on operations	0	0	0	0	0	0
Recycling & Trash Collection Containers	No effect on operations	0	0	0	0	0	0
Recycling & Trash Collection Compactors	No effect on operations	0	0	0	0	0	0
Compost Site Improvements	No effect on operations	0	0	0	0	0	0
Route Optimization & RFID System	The systems will have a monthly fee. The implementation of the new equipment will improve collection times by utilizing better routing options and improve customer service by verifying collections in real time.	0	25,200	36,550	48,000	53,650	163,400
Material Recovery Improvements	No effect on operations	0	0	0	0	0	0
		119,200	382,700	394,050	405,500	411,150	1,712,600
Total Recycling & Trash Collection Fund Impacts		119,200	382,700	394,050	405,500	411,150	1,712,600
Airport Fund							
Airport Improvements							
Aviation							
Airport Pavement Painting	No effect on operations						
Airport Lighting Improvements	Reduced electricity and maintenance costs	\$ (12,000)	\$ (12,000)	\$ (12,000)	\$ (12,000)	\$ (12,000)	\$ (60,000)
Terminal Improvements	Energy cost savings expected	(5,203)	(5,203)	(5,203)	(5,203)	(5,203)	(26,015)
Airport Equipment Replacement	Increase in motorpool charges	16,247	16,247	16,247	16,247	16,247	81,235
		(956)	(956)	(956)	(956)	(956)	(4,780)
Total Airport Fund Impacts		(956)	(956)	(956)	(956)	(956)	(4,780)

LISTING OF ACRONYMS

ADA	Americans with Disabilities Act
ADEQ	Arkansas Department of Environmental Quality
AHTD	Arkansas Highway Transportation Department
APS.....	Advanced Public Safety
A/V	Audio/Visual
BWD.....	Beaver Water District
CCTV.....	Closed Circuit Television
CIP	Capital Improvements Program
CMS	Content Management System
DVD	Digital Versatile Disc
EDMS.....	Electronic Document Management System
ERP	Enterprise Response Planning
FAA	Federal Aviation Administration
FAR	Federal Aviation Regulation
FBO	Fixed Based Operator
FEEDC.....	Fayetteville Expressway Economic Development Corridor
FHWA	Federal Highway Administration
FTE.....	Full-Time Equivalent
GIS	Geographic Information System
GPS	Global Positioning System
HVAC	Heating, Ventilation, and Air Conditioning
IP.....	Internet Protocol
IT.....	Information Technology
LAN	Local Area Network
LED	Light Emitting Diode
LPR.....	License Plate Recognition
MRF	Materials Recovery Facility
MUTCD	Manual on Uniform Traffic Control
MVR.....	Mobile Video Recorder
NPDES.....	National Pollutant Discharge Elimination System
NWARPC.....	Northwest Arkansas Regional Planning Commission
PACE.....	Property-Assesed Clean Energy
PC	Personal Computer
RFID.....	Radio-Frequency Identification
RFP.....	Request For Proposal
ROW	Right-of-Way

LISTING OF ACRONYMS, (continued)

SAN.....	Storage Area Network
STBGP-A	Surface Transportation Grant Program - Attributable
STEM	Science/Technology/Engineering/Math
SUV	Sport Utility Vehicle
UPS.....	Uninterruptible Power Source
VoIP.....	Voice Over Internet Protocol
VR.....	Video Recorder
WAN	Wireless Area Network
WWTP	Wastewater Treatment Plant

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0514

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0536

Agenda Date: 10/3/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 2

AGENDA SESSION PRESENTATION - 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN -
PAUL BECKER

Agenda Session 9-26-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 26, 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:

Nominating Committee Report

Agenda Additions

A. Consent:

A. 1 2016-0584

APPROVAL OF THE SEPTEMBER 19, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 2017-0526

MISSY GIPSON LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$775.00

Attachments: MISSY GIPSON LEASE AGREEMENT

A. 3 2017-0528

ARKANSAS DEPARTMENT OF AERONAUTICS:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS

~~A~~. 4 2017-0513

BID #17-52 CINTAS CORPORATION:

A RESOLUTION TO AWARD BID #17-52 AND AUTHORIZE THE PURCHASE OF CLASS C UNIFORMS FROM CINTAS CORPORATION AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$13,728.30 PER YEAR

Attachments: BID #17-52 CINTAS CORPORATION

~~A~~. 5 2017-0516

BID #17-53 RUSH RUNNING COMPANY:

A RESOLUTION TO AWARD BID #17-53 AND AUTHORIZE THE PURCHASE OF RUNNING SHOES FROM RUSH RUNNING COMPANY AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$8,400.00 PER YEAR

Attachments: BID #17-53 RUSH RUNNING COMPANY

~~A~~. 6 2017-0517

HUTCHENS CONSTRUCTION CO.:

A RESOLUTION TO AWARD BID #17-60 AND AUTHORIZE A CONTRACT WITH HUTCHENS CONSTRUCTION CO. IN THE AMOUNT OF \$26,082.00 FOR PARKING LOT PAVING AT THE CITY-OWNED PROPERTY OCCUPIED BY THE ELLEN SMITH HEAD START PROGRAM LOCATED AT 2052 SOUTH GARLAND AVENUE

Attachments: HUTCHENS CONSTRUCTION CO.

~~A~~. 7 2017-0520

FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO INCREASE FUNDING FOR THE FAYETTEVILLE RACE SERIES BY THE AMOUNT OF \$10,726.00

Attachments: FAYETTEVILLE RACE SERIES/SPECIAL EVENTS
 BA_FAYETTEVILLE RACE SERIES/SPECIAL EVENTS

✓ A. 8 2017-0523

FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$150,000.00 FOR THE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN
EXPANSION BA FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER
KITCHEN EXPANSION:

✓ A. 9 2017-0519

TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT:

A RESOLUTION TO APPROVE A PAYMENT IN THE AMOUNT OF \$4,000.00 TO THE UNIVERSITY OF ARKANSAS FOR COSTS ASSOCIATED WITH A TRAIL OF TEARS MEMORIAL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT
BA TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT

A. 10 2017-0527

BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.
BA BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.

A. 11 2017-0500**MCCLELLAND CONSULTING ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$107,144.55 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16 BETWEEN COLLEGE AVENUE AND HUNTSVILLE ROAD REQUIRED FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,714.45

Attachments: MCCLELLAND CONSULTING ENGINEERS, INC

A. 12 2017-0501**HAWKINS-WEIR ENGINEERS, INC.:**

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

Attachments: HAWKINS-WEIR ENGINEERS, INC

A. 13 2017-0503**SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:**

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK ACROSS PART OF THE SOUTH PORTION OF THE GULLEY ROAD WATER TANK PROPERTY TO ALLOW A SECONDARY POINT OF ACCESS

Attachments: SCOTT HANCOCK ACCESS EASEMENT

A. 14 2017-0505**GARDEN DISTRICT TOWNHOMES, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9th STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE WITH THE TOTAL COST TO GARDEN DISTRICT TOWNHOMES NOT TO EXCEED \$5,611.14

Attachments: GARDEN DISTRICT TOWNHOMES, LLC

B. Unfinished Business:**B. 1** 2017-0483**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: LSD 17-5775 (324 E. 12TH PLACE/MORGAN MANOR APTS)

At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.

C. New Business:**C. 1** 2017-0510**STARR DRIVE WATER COST SHARE:**

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH ROBERT MARTIN, ANDREW WILLIAMS, AND NICK BANKS FOR THE INSTALLATION OF WATER MAIN ALONG A 1,520 FOOT PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00

Attachments: STARR DRIVE WATER COST SHARE

✓ C.2 2017-0507

OVIVO USA, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF REPAIR PARTS FOR A SCREENING UNIT AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY FROM OVIVO USA, LLC IN THE AMOUNT OF \$35,252.93

Attachments: OVIVO USA, LLC

C.3 2017-0502

Consent

BID #17-55 A&A SERVICE ELECTRIC INC.:

A RESOLUTION TO AWARD BID #17-55 AND AUTHORIZE A CONTRACT WITH A&A SERVICE ELECTRIC, INC. IN THE AMOUNT OF \$810,483.00 FOR THE INSTALLATION OF LIGHTING ALONG THE MUD CREEK TRAIL AND THE NORTHERN PORTION OF THE RAZORBACK REGIONAL GREENWAY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$16,209.66, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-55 A&A SERVICE ELECTRIC INC.
 BA BID #17-55 A&A SERVICE ELECTRIC INC.

C.4 2017-0512

Consent

HEARTH HOMELESS HOUSING PROGRAM:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE COMMUNITY RESOURCES DIVISION TO HIRE A THIRD CASE MANAGER TO PROVIDE HOUSING SERVICES FOR HOMELESS FAYETTEVILLE RESIDENTS

Attachments: HEARTH HOMELESS HOUSING PROGRAM

~~C.5~~ 2017-0509

RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5915 FOR APPROXIMATELY 2.38 ACRES LOCATED WEST OF 825 SOUTH RAZORBACK ROAD FROM I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO UT, URBAN THOROUGHFARE

Attachments: RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD)

~~C.6~~ 2017-0518

Remove

COMMERCE DISTRICT LAND SELL:

A RESOLUTION TO SELL ABOUT 9.6 ACRES OF LAND IN THE COMMERCE DISTRICT TO CLOUD CITY LP FOR \$153,600.00

Attachments: COMMERCE PARK LAND SELL

~~C.7~~ 2017-0525

NETWORK EPISODIC TELEVISION SERIES:

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED \$500,000.00 OVER A TWO-YEAR PERIOD

Attachments: NETWORK EPISODIC TELEVISION SERIES:

~~C.8~~ 2017-0532

SMALL CELL COMMUNICATIONS FACILITIES:

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

✓ **C. 9** 2017-0533

AMEND TOWN AND GOWN ADVISORY COMMITTEE:

AN ORDINANCE TO AMEND § 33.360 **PURPOSE AND ESTABLISHMENT**, § 33.361 **COMPOSITION**, AND § 33.364 **MEETINGS** OF ARTICLE XXIV **TOWN AND GOWN ADVISORY COMMITTEE** OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES; TO REDEFINE THE MEMBERSHIP OF THE COMMITTEE TO BETTER FIT THE NEW PURPOSE AND MINIMIZE REDUNDANCY OF CITY AND UNIVERSITY STAFF ON THE COMMITTEE; AND TO REDUCE THE NUMBER OF REQUIRED MEETINGS FROM FOUR TO TWO EACH YEAR

Attachments: AMEND TOWN AND GOWN ADVISORY COMMITTEE

✓ **C. 10** 2017-0508

2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN

D. City Council Agenda Session Presentations:

✓ **D.1** 2017-0514

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

✓ **D.2** 2017-0536

AGENDA SESSION PRESENTATION - 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENT PLAN - PAUL BECKER

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

Agenda Additions:

*next Amend 34.27 Sale of Municipal
to
last Owned Real Property*

*Last Sale of City of Fayetteville
NB Property approx 9.6 Acres
765-76566-000*

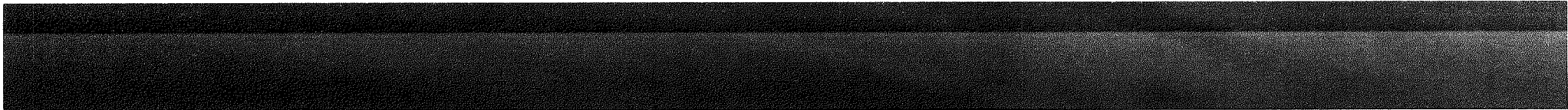
*C.1. Amend 94.05 Use of Fireworks
Botanical Garden 10th Birthday*

Agenda Session Presentation 9/26/17



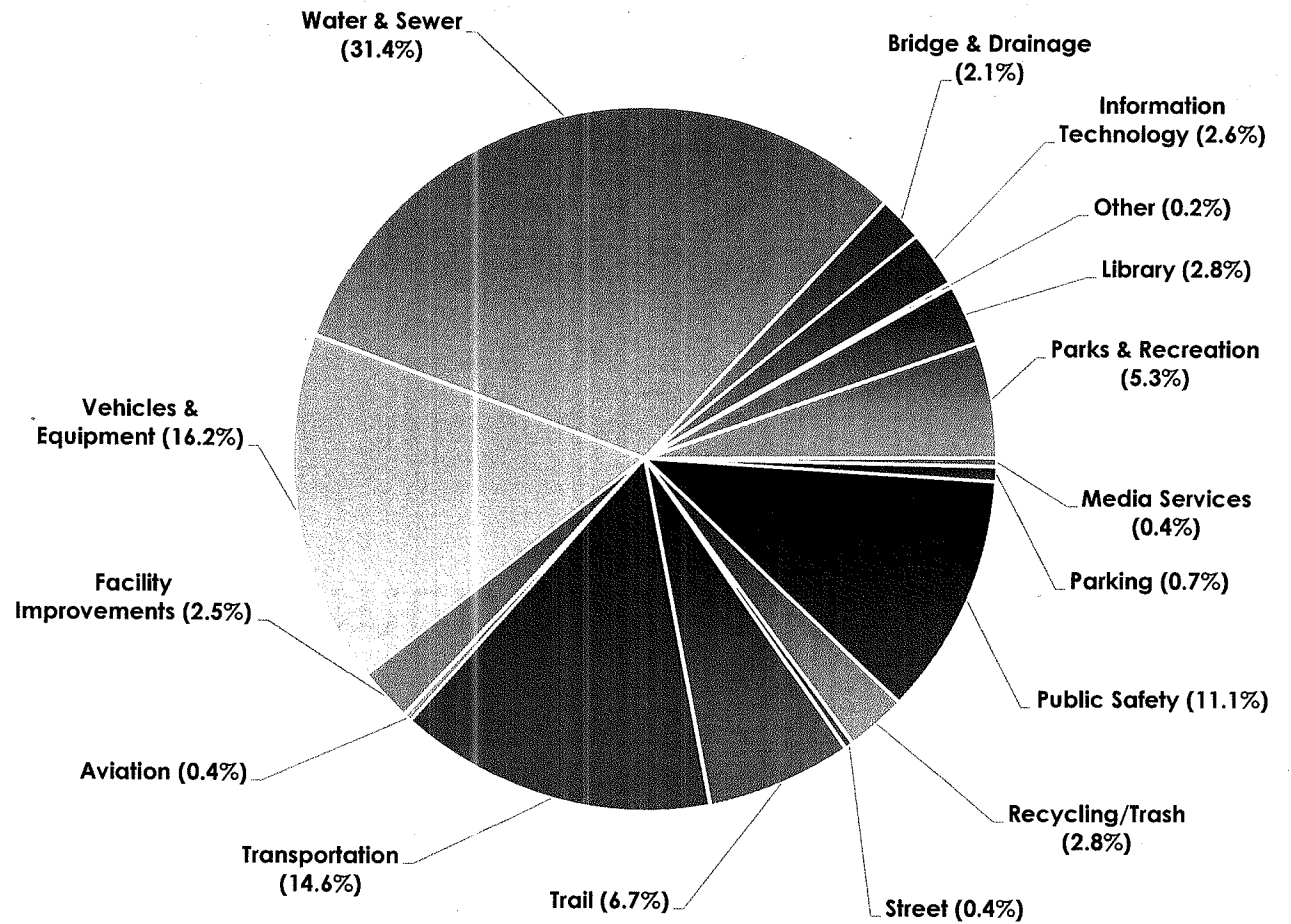
2018-2022 Five Year Capital Improvements Program

September 29, 2017



Capital Improvements Plan By Project Area – All Funds

\$112,004,000

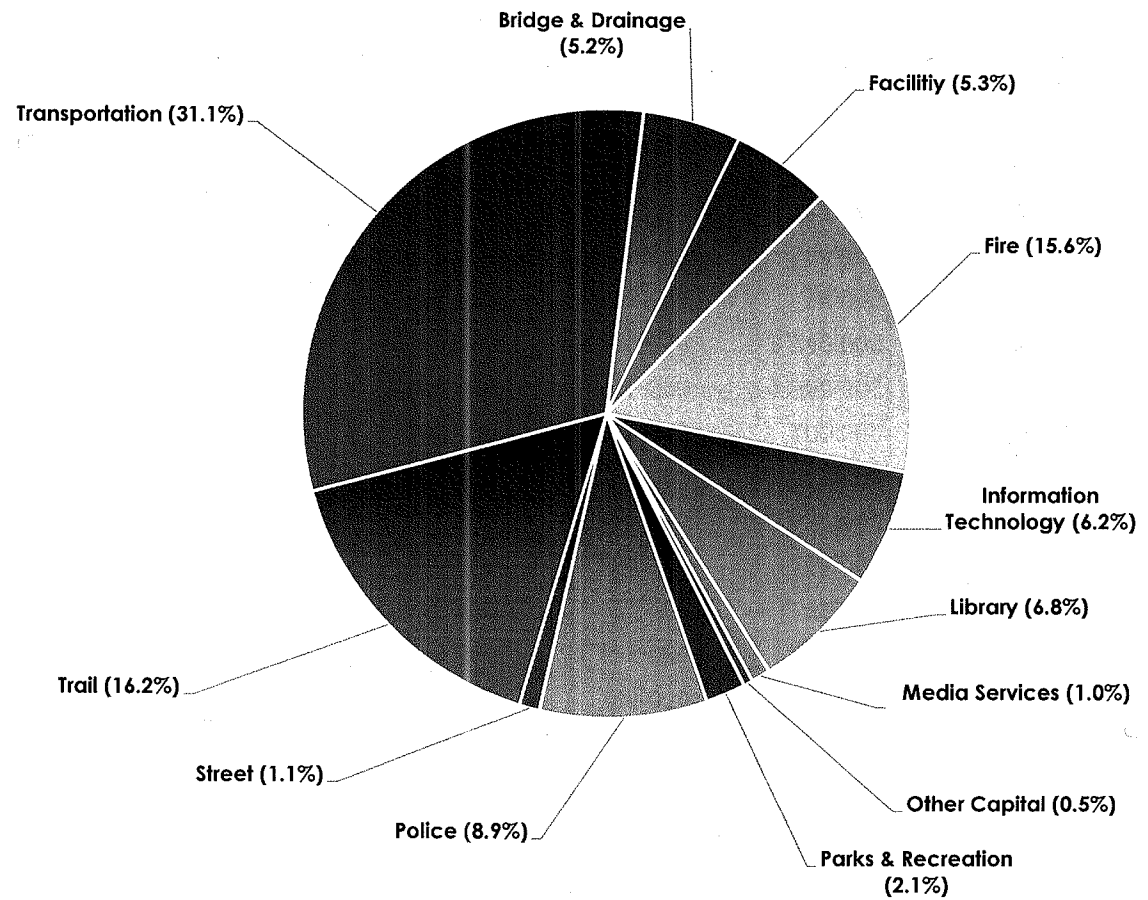


CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
By Project Area – All Sources

Project Area	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Information Technology	960,000	499,000	374,000	597,000	429,000	2,859,000
Other	41,000	95,000	32,000	56,000	8,000	232,000
Library	506,000	447,000	747,000	746,000	682,000	3,128,000
Parks & Recreation	992,000	1,653,000	1,034,000	1,121,000	1,171,000	5,971,000
Media Services	169,000	107,000	47,000	72,000	72,000	467,000
Parking	212,000	101,000	150,000	164,000	158,000	785,000
Public Safety	1,850,000	2,357,000	2,751,000	2,747,000	2,803,000	12,508,000
Recycling/Trash	875,000	410,000	879,000	295,000	681,000	3,140,000
Street	100,000	100,000	100,000	100,000	100,000	500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Transportation	3,356,000	3,240,000	3,240,000	3,240,000	3,240,000	16,316,000
Aviation	213,000	58,000	98,000	68,000	18,000	455,000
Facility Improvements	537,000	693,000	567,000	426,000	534,000	2,757,000
Vehicles & Equipment	3,560,000	3,972,000	3,920,000	3,927,000	2,717,000	18,096,000
Water & Sewer	7,785,000	6,630,000	6,845,000	6,820,000	6,810,000	34,890,000
Total	\$ 23,266,000	\$ 22,272,000	\$ 22,744,000	\$ 22,339,000	\$ 21,383,000	\$ 112,004,000

Capital Improvements Plan
Sales Tax Capital Improvements
Fund

\$46,311,000



CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Sales Tax Capital Improvements Funding – by Project Category

Project Category	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
Bridge & Drainage	\$ 610,000	\$ 410,000	\$ 460,000	\$ 460,000	\$ 460,000	\$ 2,400,000
Facility	477,000	637,000	515,000	366,000	474,000	\$ 2,469,000
Fire	980,000	1,152,000	1,710,000	1,580,000	1,820,000	\$ 7,242,000
Information Technology	960,000	499,000	374,000	597,000	429,000	\$ 2,859,000
Library	506,000	447,000	747,000	746,000	682,000	\$ 3,128,000
Media Services	169,000	107,000	47,000	72,000	72,000	\$ 467,000
Other Capital	41,000	95,000	32,000	56,000	8,000	\$ 232,000
Parks & Recreation	203,000	372,000	122,000	121,000	171,000	\$ 989,000
Police	666,000	980,000	809,000	927,000	727,000	\$ 4,109,000
Street	100,000	100,000	100,000	100,000	100,000	\$ 500,000
Trail	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	\$ 7,500,000
Transportation	2,976,000	2,860,000	2,860,000	2,860,000	2,860,000	\$ 14,416,000
Total	\$ 9,188,000	\$ 9,159,000	\$ 9,276,000	\$ 9,385,000	\$ 9,303,000	\$ 46,311,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Funding Source / Category / Division	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
2100 - STREET:						
<u>Street Improvements</u>						
Street (410)						
Sidewalk Improvements	380,000	380,000	380,000	380,000	380,000	1,900,000
	380,000	380,000	380,000	380,000	380,000	1,900,000
<u>Facility Improvements</u>						
Street (410)						
Transportation & Fleet Building Improvements	30,000	25,000	25,000	60,000	0	140,000
	30,000	25,000	25,000	60,000	0	140,000
 Street - Total	 410,000	 405,000	 405,000	 440,000	 380,000	 2,040,000
2130 - PARKING:						
<u>Parking Improvements</u>						
Parking Management (430)						
Meadow Street Parking Deck Improvements	162,000	20,000	20,000	20,000	20,000	242,000
Parking Lot Improvements & Overlays	25,000	25,000	25,000	25,000	25,000	125,000
Parking Infrastructure Improvements	10,000	15,000	20,000	20,000	20,000	85,000
Parking Technology Equipment Replacements	10,000	1,000	10,000	9,000	3,000	33,000
Parking Enforcement Upgrades	5,000	15,000	20,000	20,000	20,000	80,000
Meter/Pay Station Upgrade & Replacements	0	15,000	30,000	45,000	45,000	135,000
Spring Street Parking Deck Improvements	0	10,000	25,000	25,000	25,000	85,000
	212,000	101,000	150,000	164,000	158,000	785,000
 Parking - Total	 212,000	 101,000	 150,000	 164,000	 158,000	 785,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Funding Source / Category / Division	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
2250 - PARKS DEVELOPMENT:						
<u>Parks & Recreation Improvements</u>						
Parks & Recreation (520)						
Community Park Improvements	789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
	789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
Parks Development - Total	789,000	1,281,000	912,000	1,000,000	1,000,000	4,982,000
2300 - IMPACT FEE:						
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Impact Fee Improvements	89,000	92,000	95,000	98,000	101,000	475,000
	89,000	92,000	95,000	98,000	101,000	475,000
<u>Police Improvements</u>						
Police (200)						
Police Impact Fee Improvements	115,000	133,000	137,000	142,000	155,000	682,000
	115,000	133,000	137,000	142,000	155,000	682,000
<u>Water & Sewer Improvements</u>						
Utilities Director (700)						
Water Impact Fee Improvements	400,000	400,000	400,000	400,000	400,000	2,000,000
Wastewater Impact Fee Improvements	300,000	300,000	300,000	300,000	300,000	1,500,000
	700,000	700,000	700,000	700,000	700,000	3,500,000
Impact Fee - Total	904,000	925,000	932,000	940,000	956,000	4,657,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Funding Source / Category / Division	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Total 2018-2022
4470 - SALES TAX CAPITAL IMPROVEMENTS:						
<u>Animal Services Improvements</u>						
Animal Services (671)						
Animal Services Improvements	33,000	51,000	18,000	48,000	0	150,000
	33,000	51,000	18,000	48,000	0	150,000
<u>Bridge & Drainage Improvements</u>						
Engineering (621)						
Other Drainage Improvements	400,000	200,000	200,000	200,000	200,000	1,200,000
Stormwater Quality Management	160,000	160,000	160,000	160,000	160,000	800,000
Drainage Maintenance	50,000	50,000	100,000	100,000	100,000	400,000
	610,000	410,000	460,000	460,000	460,000	2,400,000
<u>Facilities Management Improvements</u>						
Facilities Management Improvements (140)						
Building Improvements	290,000	390,000	260,000	134,000	194,000	1,268,000
7-Hills Walker Family Residential Facility	57,000	57,000	52,000	51,000	40,000	257,000
Sustainability & Resilience (631)						
Building Efficiency Improvements	40,000	40,000	40,000	40,000	40,000	200,000
	387,000	487,000	352,000	225,000	274,000	1,725,000
<u>Fire Improvements</u>						
Fire Department (300)						
Fire Apparatus Replacements	865,000	1,000,000	1,500,000	1,300,000	1,100,000	5,765,000
Fire Facility Maintenance	75,000	75,000	140,000	190,000	120,000	600,000
Fire Technology Equipment Replacement	40,000	60,000	50,000	50,000	60,000	260,000
Firefighter Safety Equipment	0	17,000	20,000	40,000	40,000	117,000
Fire Mobile Radios	0	0	0	0	500,000	500,000
	980,000	1,152,000	1,710,000	1,580,000	1,820,000	7,242,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)**Project Summary****Information Technology Improvements****Information Technology (170)**

Technology Equipment Replacements	130,000	85,000	100,000	155,000	165,000	635,000
Local Area Network (LAN) Upgrades	125,000	200,000	109,000	115,000	136,000	685,000
Telecommunication Systems Upgrades	20,000	20,000	60,000	20,000	20,000	140,000
Storage Area Network (SAN)	40,000	0	0	200,000	0	240,000
Cyber Security	25,000	10,000	10,000	10,000	10,000	65,000
Fayetteville-AR.gov Technical Improvements	20,000	22,000	23,000	24,000	25,000	114,000
Document Management	20,000	22,000	22,000	23,000	23,000	110,000
Geographic Information System (GIS)	50,000	50,000	50,000	50,000	50,000	250,000
Regional Park Fiber and Network	30,000	15,000	0	0	0	45,000
*Hansen Version 8 Upgrade	500,000	75,000	0	0	0	575,000
	960,000	499,000	374,000	597,000	429,000	2,859,000

* This project may require funding from the General Fund.

Library Improvements**Library (080)**

Library Materials Purchases	431,000	413,000	542,000	561,000	581,000	2,528,000
Library Technology Equipment Replacements	75,000	34,000	205,000	185,000	101,000	600,000
	506,000	447,000	747,000	746,000	682,000	3,128,000

Media Services Improvements**Media Services Improvements (060)**

City Hall Room 111 Audio-Visual Upgrade	97,000	0	0	0	0	97,000
Television Center Equipment	50,000	85,000	25,000	50,000	50,000	260,000
Digital Signage Implementation	12,000	12,000	12,000	12,000	12,000	60,000
City Hall A-V Maintenance	10,000	10,000	10,000	10,000	10,000	50,000
	169,000	107,000	47,000	72,000	72,000	467,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

Miscellaneous Capital Improvements

Facilities Management (140)

Woolsey Homestead Historic Restoration Project	90,000	150,000	163,000	141,000	200,000	744,000
	90,000	150,000	163,000	141,000	200,000	744,000

Other Capital Improvements

Accounting & Audit Improvements (130)

Audit Expense	8,000	8,000	8,000	8,000	8,000	40,000
Accounting Office Equipment	0	0	6,000	0	0	6,000

Engineering (621)

GPS Survey Equipment	0	36,000	0	0	0	36,000
	8,000	44,000	14,000	8,000	8,000	82,000

Parks & Recreation Improvements

Parks & Recreation (520)

Parks & Recreation Software	35,000	0	0	0	0	35,000
Park Paving Improvements	58,000	58,000	58,000	58,000	58,000	290,000
Lake Fayetteville Watershed Grant Match	10,000	0	0	0	0	10,000
Parks & Rec Maintenance Work Order System	30,000	0	0	0	0	30,000
Lake Improvements	0	250,000	0	0	0	250,000
Forestry & Habitat Improvements	32,000	26,000	26,000	25,000	25,000	134,000
Parks & Recreation Safety & ADA	15,000	15,000	15,000	15,000	15,000	75,000
Lights of the Ozarks	23,000	23,000	23,000	23,000	23,000	115,000
Urban Forestry Analysis Update	0	0	0	0	50,000	50,000
	203,000	372,000	122,000	121,000	171,000	989,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Police Improvements

Police (200)

Police Ballistic Protection	41,000	18,000	89,000	42,000	9,000	199,000
Police Weapons Replacement	65,000	40,000	36,000	30,000	20,000	191,000
Police Specialized Equipment	95,000	232,000	65,000	170,000	25,000	587,000
Police Building Improvements	75,000	25,000	75,000	199,000	140,000	514,000
Police Technology Improvements	58,000	95,000	83,000	78,000	43,000	357,000
Police Unmarked Vehicles	40,000	110,000	80,000	100,000	80,000	410,000
Police Take Home Vehicles	62,000	65,000	68,000	142,000	148,000	485,000
Police Virtual Server & Storage Area Network (SAN)	20,000	0	20,000	0	0	40,000
Employee Gym Equipment	10,000	10,000	10,000	10,000	10,000	50,000
Citywide Radio System Replacement	200,000	100,000	100,000	100,000	100,000	600,000
Police Mobile Computer Terminal Replacement	0	225,000	0	0	0	225,000
Police Mobile Video Recorder Replacement	0	38,000	0	0	0	38,000
Police K9 Replacement	0	12,000	0	12,000	0	24,000
Police Equipment Replacement	0	10,000	0	0	10,000	20,000
Police Interagency Communications	0	0	70,000	0	0	70,000
Police Radio Replacement	0	0	44,000	44,000	44,000	132,000
Central Dispatch Center Improvements	0	0	35,000	0	0	35,000
Police Network Core & Distribution Switches	0	0	34,000	0	38,000	72,000
Police eTicket Equipment Replacement	0	0	0	0	60,000	60,000
	666,000	980,000	809,000	927,000	727,000	4,109,000

Street Improvements

Engineering (621)

Cost Share / ROW / Intersection / Street Calming	100,000	100,000	100,000	100,000	100,000	500,000
	100,000	100,000	100,000	100,000	100,000	500,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Trail Improvements

Transportation Services (410)

Trail Development	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000

Transportation Improvements

Parking Management (430)

Parking Lot Improvements (City Employee)	10,000	10,000	10,000	10,000	10,000	50,000
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Transportation Services (410)

In-House Pavement Improvements	2,216,000	2,200,000	2,200,000	2,200,000	2,200,000	11,016,000
Sidewalk Improvements	600,000	500,000	500,000	500,000	500,000	2,600,000
Traffic Signal Improvements	110,000	150,000	150,000	150,000	150,000	710,000
Wireless Traffic Signal Control	40,000	0	0	0	0	40,000
	2,976,000	2,860,000	2,860,000	2,860,000	2,860,000	14,416,000

Sales Tax Capital Improvements - Total

	9,188,000	9,159,000	9,276,000	9,385,000	9,303,000	46,311,000
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5400 - WATER & SEWER:

Wastewater Treatment Improvements

Utilities Director (700)

Phosphorus Standards Management	50,000	50,000	50,000	50,000	50,000	250,000
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Wastewater Treatment Plant 730)

Plant Pumps & Equipment - W.W.T.P.	405,000	355,000	500,000	500,000	500,000	2,260,000
W.W.T.P. Building Improvements	30,000	30,000	150,000	150,000	150,000	510,000
Upgrade & Replace Lift Stations - W.W.T.P.	50,000	100,000	150,000	150,000	150,000	600,000
Lake Sequoyah Sediment Removal	500,000	500,000	500,000	500,000	500,000	2,500,000
Filter Cell Replacement - W.W.T.P.	1,000,000	0	0	0	0	1,000,000
	2,035,000	1,035,000	1,350,000	1,350,000	1,350,000	7,120,000

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

Water & Sewer Improvements

Water & Sewer Maintenance (720)

Water System Rehabilitation & Replacement	1,885,000	2,065,000	2,000,000	2,000,000	2,000,000	9,950,000
Sanitary Sewer Rehabilitation	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000
Water & Sewer Relocations - Bond Projects	500,000	500,000	500,000	500,000	500,000	2,500,000
Water Storage & Pump Station Maintenance	100,000	115,000	90,000	50,000	50,000	405,000
Water & Sewer Equipment Expansions	400,000	50,000	50,000	50,000	50,000	600,000
Water & Sewer Impact Fee Cost Sharing Projects	150,000	150,000	150,000	150,000	150,000	750,000
West Water Transmission Line	50,000	50,000	50,000	50,000	50,000	250,000
	4,585,000	4,430,000	4,340,000	4,300,000	4,300,000	21,955,000

Water & Sewer Services Improvements

Utilities Financial Services Improvements (710)

Utilities Financial Services Improvements	10,000	10,000	10,000	10,000	10,000	50,000
Utilities Technology Improvements	20,000	30,000	20,000	20,000	20,000	110,000

Water & Sewer Maintenance (720)

Water & Sewer Building & Office Improvements	50,000	50,000	50,000	50,000	50,000	250,000
Water Meters	325,000	325,000	325,000	325,000	325,000	1,625,000
Water & Sewer Rate/Operations Study	20,000	20,000	20,000	20,000	20,000	100,000
Backflow Prevention Assemblies	10,000	10,000	10,000	10,000	10,000	50,000
Water & Sewer Technology Equip. Replacements	30,000	20,000	20,000	35,000	25,000	130,000
	465,000	465,000	455,000	470,000	460,000	2,315,000

Water & Sewer - Total

	7,085,000	5,930,000	6,145,000	6,120,000	6,110,000	31,390,000
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CAPITAL IMPROVEMENTS PROGRAM (2018-2022)

Project Summary

5500 - RECYCLING & TRASH COLLECTION:

Recycling & Trash Collection Improvements

Recycling & Trash Collection (750)

Transfer Station Improvements	123,000	27,000	0	20,000	0	170,000
Recycling & Trash Collection Rate Study	40,000	0	0	0	0	40,000
Master Plan Expansion	638,000	207,000	610,000	7,000	7,000	1,469,000
Scale House Improvements	64,000	42,000	0	0	0	106,000
RTC Technology Equipment Replacements	10,000	1,000	8,000	8,000	8,000	35,000
Truck Electrical Outlets & Block Heaters	0	12,000	0	0	0	12,000
Cart Washer	0	25,000	0	0	0	25,000
Recycling & Trash Collection Containers	0	0	50,000	0	50,000	100,000
Recycling & Trash Collection Compactors	0	0	100,000	100,000	100,000	300,000
Compost Site Improvements	0	0	15,000	0	0	15,000
RTC - Route Optimization & RFID System	0	96,000	96,000	96,000	96,000	384,000
Material Recovery Improvements	0	0	0	64,000	420,000	484,000
	<u>875,000</u>	<u>410,000</u>	<u>879,000</u>	<u>295,000</u>	<u>681,000</u>	<u>3,140,000</u>
Recycling & Trash Collection - Total	<u>875,000</u>	<u>410,000</u>	<u>879,000</u>	<u>295,000</u>	<u>681,000</u>	<u>3,140,000</u>

5550 - AIRPORT:

Aviation Improvements

Aviation (760)

Airport Pavement Painting	100,000	0	0	0	0	100,000
Airport Lighting Improvements	20,000	0	0	0	0	20,000
Terminal Improvements	75,000	40,000	80,000	50,000	0	245,000
Airport Equipment Replacement	<u>18,000</u>	<u>18,000</u>	<u>18,000</u>	<u>18,000</u>	<u>18,000</u>	<u>90,000</u>
	<u>213,000</u>	<u>58,000</u>	<u>98,000</u>	<u>68,000</u>	<u>18,000</u>	<u>455,000</u>
Airport - Total	<u>213,000</u>	<u>58,000</u>	<u>98,000</u>	<u>68,000</u>	<u>18,000</u>	<u>455,000</u>

CAPITAL IMPROVEMENTS PROGRAM (2018-2022)
Project Summary

9700 - SHOP:

Vehicles & Equipment Improvements

Fleet Operations (770)

Fleet - Police / Passenger Vehicles	261,000	455,000	251,000	421,000	506,000	1,894,000
Fleet - RTC Vehicles / Equipment	1,166,000	1,352,000	1,845,000	1,460,000	675,000	6,498,000
Fleet - Construction Equipment	260,000	0	45,000	0	130,000	435,000
Fleet - Backhoes / Loaders	0	117,000	322,000	255,000	565,000	1,259,000
Fleet - Heavy Utility Vehicles	278,000	420,000	160,000	1,065,000	0	1,923,000
Fleet - Tractors / Mowers	307,000	433,000	317,000	141,000	128,000	1,326,000
Fleet - Light / Medium Utility Vehicles	545,000	564,000	247,000	500,000	380,000	2,236,000
Fleet - Other Vehicles / Equipment	180,000	321,000	683,000	85,000	333,000	1,602,000
Fleet Car Wash	563,000	310,000	50,000	0	0	923,000
	<u>3,560,000</u>	<u>3,972,000</u>	<u>3,920,000</u>	<u>3,927,000</u>	<u>2,717,000</u>	<u>18,096,000</u>

Facility Improvements

Fleet Operations (770)

Transportation & Fleet Building Improvements	30,000	31,000	27,000	0	60,000	148,000
	<u>30,000</u>	<u>31,000</u>	<u>27,000</u>	<u>0</u>	<u>60,000</u>	<u>148,000</u>

Shop - Total	<u>3,590,000</u>	<u>4,003,000</u>	<u>3,947,000</u>	<u>3,927,000</u>	<u>2,777,000</u>	<u>18,244,000</u>
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All Funding Sources - Total	<u>\$ 23,266,000</u>	<u>\$ 22,272,000</u>	<u>\$ 22,744,000</u>	<u>\$ 22,339,000</u>	<u>\$ 21,383,000</u>	<u>\$112,004,000</u>
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CAPITAL IMPROVEMENTS PROGRAM (2018-2022) **UNFUNDED PROJECTS**

Engineering

15th Street & Razorback Road Roundabout	1,080,000
Center & Harmon Intersection	695,000
Downtown Infrastructure Improvements	3,000,000
Lake Sequoyah Bridge Maintenance	370,000
Maple Street Improvements	3,040,000
N. College Avenue & Millsap Road Intersection	1,230,000
Rubble Road (Howard Nickel to Hwy 112)	19,450,000
Sain Street Extension (N. Front to Joyce)	7,804,000
Zion Road (Vantage to Crossover)	2,050,000
	<u>38,719,000</u>

Facilities Management

Town Center Plaza Restoration	520,000
	<u>520,000</u>

Fire Department

Fire Apparatus Replacements	1,920,000
Fire Station	7,250,000
Fire Training Grounds	3,750,000
	<u>12,920,000</u>

Information Technology

Access Control & Security System	60,000
Applicant Tracking & Performance Software	50,000
Open Data/Financial Transparency Portal Website	45,000
Time & Attendance	60,000
	<u>215,000</u>

Parks & Recreation

Community Park Improvements	150,000
Neighborhood Park Improvements	250,000
Parks & Recreation Building Improvements	279,000
Parks & Recreation Master Plan	200,000
Regional Park Design	2,000,000
Regional Park Development	<u>21,000,000</u>
	<u>23,879,000</u>

Police

Citywide Radio System Replacement	10,800,000
Police Headquarters Building	36,300,000
Police Mobile Video System Replacement	275,000
Police Rescue Vehicle	<u>200,000</u>
	<u>47,575,000</u>

Sustainability & Resilience

Long-term Efficiency Project Financing	<u>250,000</u>
	<u>250,000</u>

Sales Tax Capital Improvements - Unfunded Total	<u><u>124,078,000</u></u>
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Added at Agenda Session 9-26-17

Legistar ID No.: 2017-0558

AGENDA REQUEST FORM

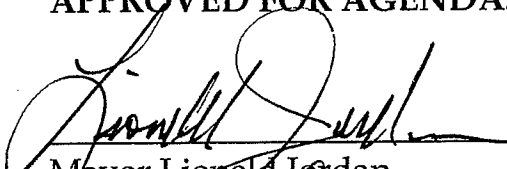
FOR: Council Meeting of October 3, 2017

FROM: Mayor Lioneld Jordan

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

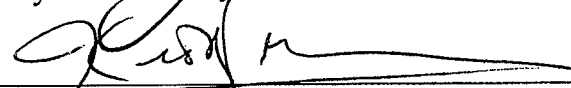
AN ORDINANCE TO AMEND § 94.05 USE OF FIREWORKS TO ALLOW THE BOTANICAL GARDEN OF THE OZARKS TO CONDUCT A SMALL FIREWORKS DISPLAY TO CELEBRATE ITS 10TH BIRTHDAY PARTY

APPROVED FOR AGENDA:



Mayor Lioneld Jordan

9-25-17
Date



City Attorney Kit Williams
(as to form)

September 25, 2017
Date

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 94.05 USE OF FIREWORKS TO ALLOW THE BOTANICAL GARDEN OF THE OZARKS TO CONDUCT A SMALL FIREWORKS DISPLAY TO CELEBRATE ITS 10TH BIRTHDAY PARTY

WHEREAS, the Botanical Garden of the Ozarks is one of Fayetteville's crown jewels and has made substantial improvements and progress during the last decade; and

WHEREAS, the Botanical Garden of the Ozarks wishes to honor "those who made it happen and are making it happen with a celebration on October 8, 2017 at the Botanical Garden".

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends § 94.05 (G) by adding the following:

"The Botanical Garden Society of the Ozarks may also legally conduct a public fireworks display to celebrate its 10th Birthday Party on or about October 8, 2017 if approved by the Mayor and Fire Chief and in accordance with (B)(1) and (3) and (D)."

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

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Connie Edmonston, Parks & Recreation Director

FROM: **Kit Williams**, City Attorney

DATE: **September 25, 2017**

RE: **Fireworks Permit for Botanical Garden of the Ozarks' 10th Birthday Party Celebration**

Mayor Jordan requested that I draft an amendment to § 94.05 **Use of Fireworks** to allow the Botanical Garden Society of the Ozarks to present a small fireworks display on October 8, 2017 to celebrate its 10th Birthday Party. I have drafted an ordinance to do just that and submit it to the City Council for your consideration.



YOU ARE INVITED TO THE

*Botanical Garden
of the Ozarks*

10TH BIRTHDAY PARTY

HONORING THOSE WHO MADE IT HAPPEN
AND ARE MAKING IT HAPPEN!

SUNDAY, OCTOBER 8, 2017

5:00 P.M. – 6:30 P.M.

at the Garden

LIGHT REFRESHMENTS WILL BE SERVED

RSVP BY OCTOBER 2ND TO
SFOLEY@BGOZARKS.ORG OR 479-750-2620

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

- (2) Allowing fire to escape from the control of the person building or having charge of the fire, or to spread to the lands of any person other than the builder of the fire.
 - (3) Burning any brush, stumps, logs, rubbish, fallen timber, grass, stubble, scrap materials, junk or debris of any sort, whether on one's own land or that of another, without taking necessary precaution both before lighting the fire and at all times thereafter to prevent the escape thereof. The escape of such fire to adjoining timber, brush, or grass lands shall be prima facie evidence that necessary precautions were not taken.
 - (4) Building a camp fire upon another person's land without express permission of the owner. If permission is granted by the owner, a person building a campfire must clear the ground immediately around it free from material which will carry fire, and must continuously tend the campfire to prevent it from spreading.
 - (5) Throwing away a lighted cigar, match or cigarette, or, by the use of firearms or in any other manner, starting a fire in forest material not one's own and leaving the same unextinguished.
 - (6) Defacing or destroying fire warning notices.
- (B) When one of the above described offenses is committed by an agent or employee, with the consent or by the command of the employer or principal, such employer or principal shall be liable in the same manner and to the same extent as if the act had been committed by himself.
- (C) Persons starting or being responsible for fires that occasion damage to any other person shall make satisfaction in double damage to the party injured. The conviction for a violation of subsections (A) and (B) of this section shall be prima facie evidence of responsibility in civil action to recover damages or suppression costs.
- (Code 1965, §§9-10, 9-14; Ord. No. 1379, 12-9-63; Code 1991, §94.02)

94.04 Fire On Forest Lands, Grass Lands, Etc.

Any fire on any forest lands, cut-over, brush lands or grass lands burning uncontrolled is declared a public nuisance by reason of its menace to life or property. Any person responsible for either the starting or the existence of such fire is required to control or extinguish it immediately, and if such person shall refuse, neglect or fail to do so, any organized fire suppression force may summarily abate the nuisance thus constituted by controlling or extinguishing the fire, and the cost thereof may be recovered from such person by civil action.

(Code 1965, §9-13; Ord. No. 1379, 12-9-63; Code 1991, §94.03)

94.05 Use Of Fireworks

- (A) *Consumer Fireworks.* Fireworks which are not prohibited under state or federal law and which are considered consumer fireworks as defined by federal law and regulations may lawfully be discharged within Fayetteville only as prescribed below:
- (1) Fireworks may only be discharged upon private property with the consent of the property owner and between the hours of 10:00 a.m. until 10:00 p.m. on July 1st, 2nd, and 3rd and from 10:00 a.m. until 11:00 p.m. on July 4th and at no other time or date.

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

94.05

- (2) If any person less than the age of sixteen (16) years is present, an adult (at least twenty-one (21) years of age) must supervise the discharge of all fireworks.
 - (3) No skyrockets or aerial fireworks attached to a stick may be discharged.
 - (4) If the Mayor has issued a Burn Ban Order such that no citizen can legally discharge consumer fireworks during the entire July 1st through July 4th normally permitted period, then the citizens may discharge their consumer fireworks from 10:00 a.m. until 11:00 p.m. on Labor Day.
- (B) *Public Display of Fireworks.* Public displays of fireworks may be allowed upon the application and granting of a public fireworks display permit by the Mayor or his designee subject to the following conditions:
- (1) An applicant must possess a valid state fireworks permit and comply with all applicable state and federal laws and regulations and requirements of NFPA 1123 to apply for a Fayetteville public fireworks display permit.
 - (2) Public fireworks display permits may be issued for the dates allowed pursuant to subsections (D), (E), and (F) below, and for the hours of 10:00 a.m. through 11:00 p.m. on July 1st, 2nd, 3rd, and 4th.
 - (3) Public fireworks display permits may be issued as a part of any special event permit issued by the city.
- (C) The Fire Chief or Mayor shall be authorized to declare an emergency and prohibit all use of fireworks upon a determination that such use would create a fire hazard due to dry conditions.
- (D) The Fire Chief or Mayor shall be authorized to approve an alternate date for any lawful public display which is canceled due to adverse weather conditions or pursuant to subsection (E).
- (E) It shall also be lawful for the University of Arkansas to conduct the annual "Fireworks Night" to celebrate and congratulate the Razorback Baseball Team at its last home game of the year in or near Baum Baseball Stadium. Said fireworks display shall comply with all applicable regulations and laws of the State of Arkansas.
- (F) It shall be lawful for Creative Economy Action Group, Inc. d/b/a Last Night Fayetteville to conduct an annual public fireworks display to celebrate New Year's if approved by the Fayetteville Fire Marshall and if in full compliance with all applicable regulations and laws of the State of Arkansas.
- (G) It shall be lawful for the Botanical Garden Society of the Ozarks to conduct an annual public fireworks display if approved by the Mayor and Fire Chief and in accordance with (B) (1) and (3), (C) and (D).
- (Code 1965, §9-9.1; Ord. No. 1705, 10-6-69; Ord. No. 1807, 8-2-71; Ord. No. 2156, 10-21-75; Ord. No. 3359, 6-7-88; Ord. No. 3553, 6-18-91; Ord. No. 3706, §1, 6-1-93; Ord. No. 4195, 10-19-99; Ord. No. 4308, 4-17-01; Code 1991, §94.04; Ord. No. 5096, 12-27-07; Ord. No. 5320, 5-18-10; Ord. No. 5329, 6-1-10; Ord. No. 5463, 12-6-11; Ord. No. 5509, 7-3-12; Ord. No. 5860, §§2, 3, 3-15-16)

Added at Agenda Session 9-26-17

Legistar ID No.: 2017-0557

AGENDA REQUEST FORM

FOR: Council Meeting of October 3, 2017

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL
PROPERTY OF THE FAYETTEVILLE CODE

APPROVED FOR AGENDA:



City Attorney Kit Williams

September 25, 2017

Date

Stricken language would be deleted from and underlined language would be added to present law.
Act 470 of the Regular Session

HB1483

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1 State of Arkansas
2 91st General Assembly
3 Regular Session, 2017
4
5 By: Senator Irvin
6 By: Representative Baltz
7

A Bill

SENATE BILL 336

For An Act To Be Entitled

9 AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,
10 PURCHASING, AND DISPOSAL OF REAL AND PERSONAL
11 PROPERTY OF MUNICIPALITIES; AND FOR OTHER PURPOSES.

Subtitle

15 TO CLARIFY THE LAW REGARDING THE SALE,
16 LEASE, PURCHASING, AND DISPOSAL OF REAL
17 AND PERSONAL PROPERTY OF MUNICIPALITIES.
18
19

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

22 SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:

23 14-54-302. Purchase, lease, and sale, and disposal authorized.

24 ~~(a)(1) Municipal corporations are empowered and authorized to A~~
25 municipality may:

26 (1) Sell Sell, convey, lease, rent, ~~or~~ let, or dispose any real
27 estate or personal property owned or controlled by the municipal
28 corporations. ~~This power and authorization shall extend and apply to all such~~
29 ~~real estate and personal property, including that which~~ municipality,
30 including real estate or personal property that is held by the municipal
31 corporation municipality for public or governmental uses and purposes; i

32 ~~(2) Municipal corporations are empowered and authorized to buy~~
33 Buy any real estate or personal property; i and

34 ~~(b)(1)(3)(A) Municipal corporations are also empowered and authorized~~
35 to donate Donate real estate or personal property, or any part thereof of the
36 real estate or personal property, to the federal government or any agency

(2) If an item of personal property is not disposed of under subdivision (e)(1) of this section, the item may be disposed of in the landfill used by the municipality if the mayor or his or her authorized representative certifies in writing and the governing body of the municipality approves that:

(A) The item has been rendered worthless by damage or prolonged use; or

(B) The item has:

(i) Only residual value; and

(ii) Been through public auction and not sold.

(f)(1) A record shall be maintained of all items of personal property disposed of under this section and reported to the governing body of the municipality.

(2) The municipal fixed asset listing shall be amended to reflect all disposal of real estate and personal property made under this section.

SECTION 2. Arkansas Code § 14-58-306 is repealed.

~~14-58-306. Disposal of municipal supplies, etc.~~

~~(a) In a city of the first class, city of the second class, or incorporated town, the mayor or his or her authorized representative may sell or exchange any municipal supplies, materials, or equipment with a value of twenty thousand dollars (\$20,000) or less, unless the municipal governing body shall, by ordinance, establish a lesser amount.~~

~~(b) No item or lot of supplies, material, or equipment that is to be disposed of as one (1) unit shall be sold without competitive bidding if the amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by ordinance, unless the mayor shall certify in writing to the governing body that, in his or her opinion, the fair market value of the item or lot is less than the amount established by ordinance as indicated.~~

~~(c)(1) If an item of personal property belonging to a municipality becomes obsolete or is no longer used by a municipality, it may be:~~

~~(A) Sold at public or Internet auction;~~

~~(B) Sent to the Marketing and Redistribution Section of~~

~~the Office of State Procurement of the Department of Finance and Administration; or~~

- (B) No favoritism is allowed to the city employee over other possible service providers;
- (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
- (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
- (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council resolution.
(Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. No. 5351, 9-7-10)

34.27 Sale Of Municipally Owned Real Property

- (A) The city may sell real property only after the City Council has passed a resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.
- (B) Such City Council resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for municipal purposes.
- (C) Public notice, that the City Council is considering the sale of the real property at the City Council meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:
 - (1) First class mail to all adjacent property owners;
 - (2) Prominently displayed signs on the property; and
 - (3) Publication in a newspaper of general circulation in the city.
- (D) The city may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.
- (E) The City Council authorizes the use of a realtor for the sale of the two (2) houses at Gulley Park. The realtor shall be selected in accordance with the city's formal competitive bidding procedures. All offers for the sale or purchase of this city property shall be subject to final approval by the City Council.
(Ord. No. 4358, 1-2-02; Ord. No. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. No. 4752, 9-06-05; Ord. No. 5465, 12-6-11; Ord. No. 5497 05-01-12; Ord. No. 5779, 6-16-15)

AGENDA REQUEST FORM

FOR: Council Meeting of October 3, 2017

FROM: City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

**AN ORDINANCE TO AMEND § 34.27 SALE OF MUNICIPALLY OWNED REAL
PROPERTY OF THE FAYETTEVILLE CODE**

APPROVED FOR AGENDA:



City Attorney Kit Williams

September 25, 2017

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HB1483

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Act 470 of the Regular Session

A Bill

SENATE BILL 336

1 State of Arkansas
2 91st General Assembly
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5 By: Senator Irvin
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For An Act To Be Entitled

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9 AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,
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Subtitle

13
14 TO CLARIFY THE LAW REGARDING THE SALE,
15 LEASE, PURCHASING, AND DISPOSAL OF REAL
16 AND PERSONAL PROPERTY OF MUNICIPALITIES.
17
18
19

20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:
21

22 SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:

23 14-54-302. Purchase, lease, and sale, and disposal authorized.

24 ~~(a)(1) Municipal corporations are empowered and authorized to A~~
25 municipality may:

26 ~~(1) sell~~ Sell, convey, lease, rent, ~~or let~~, or dispose any real
27 estate or personal property owned or controlled by the ~~municipal~~
28 ~~corporations. This power and authorization shall extend and apply to all such~~
29 ~~real estate and personal property, including that which municipality,~~
30 including real estate or personal property that is held by the municipal
31 corporation municipality for public or governmental uses and purposes;

32 ~~(2) Municipal corporations are empowered and authorized to buy~~
33 Buy any real estate or personal property; and

34 ~~(b)(1)(3)(A) Municipal corporations are also empowered and authorized~~
35 to donate Donate real estate or personal property, or any part thereof of the
36 real estate or personal property, to the federal government or any agency

(2) If an item of personal property is not disposed of under subdivision (e)(1) of this section, the item may be disposed of in the landfill used by the municipality if the mayor or his or her authorized representative certifies in writing and the governing body of the municipality approves that:

(A) The item has been rendered worthless by damage or prolonged use; or

(B) The item has:

(1) Only residual value; and

(ii) Been through public auction and not sold.

(f)(1) A record shall be maintained of all items of personal property disposed of under this section and reported to the governing body of the municipality.

(2) The municipal fixed asset listing shall be amended to reflect all disposal of real estate and personal property made under this section.

SECTION 2. Arkansas Code § 14-58-306 is repealed.

~~14-58-306. Disposal of municipal supplies, etc.~~

~~(a) In a city of the first class, city of the second class, or incorporated town, the mayor or his or her authorized representative may sell or exchange any municipal supplies, materials, or equipment with a value of twenty thousand dollars (\$20,000) or less, unless the municipal governing body shall, by ordinance, establish a lesser amount.~~

~~(b) No item or lot of supplies, material, or equipment that is to be disposed of as one (1) unit shall be sold without competitive bidding if the amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by ordinance, unless the mayor shall certify in writing to the governing body that, in his or her opinion, the fair market value of the item or lot is less than the amount established by ordinance as indicated.~~

~~(c)(1) If an item of personal property belonging to a municipality becomes obsolete or is no longer used by a municipality, it may be:~~

~~(A) Sold at public or Internet auction;~~

~~(B) Sent to the Marketing and Redistribution Section of the Office of State Procurement of the Department of Finance and Administration or~~

- (B) No favoritism is allowed to the city employee over other possible service providers;
 - (C) Such services are not of the same type as performed by the city employee in his or her regular city job, nor are services for the department wherein the employee works;
 - (D) The employee's immediate supervisor specifically approves such extension of employee service and ensures it will not adversely affect the employee's regular city employment duties;
 - (E) City employees who are not within the Parks and Recreation Department are specifically allowed to work as independent contractors as scorekeepers, referees and umpires for the Fayetteville Parks and Recreation Department without the need for a City Council resolution.
- (Code 1965, §2-70; Ord. No. 3013, 6-5-84; Code 1991, §34.26; Ord. No. 5351, 9-7-10)

34.27 Sale Of Municipally Owned Real Property

- (A) The city may sell real property only after the City Council has passed a resolution expressly authorizing such sale. The City Council shall determine whether the property should be rezoned or appraised prior to its sale.
 - (B) Such City Council resolution shall contain a specific finding by the City Council that the subject real property is no longer needed for municipal purposes.
 - (C) Public notice, that the City Council is considering the sale of the real property at the City Council meeting with the appropriate date and time of the meeting and which shall include the property's address, acreage, improvements and potential purchase price, shall be given not less than fifteen (15) days before the City Council may consider a resolution to approve a sale of City real property (except rights of way or easements for public utilities) by all of the following means:
 - (1) First class mail to all adjacent property owners;
 - (2) Prominently displayed signs on the property; and
 - (3) Publication in a newspaper of general circulation in the city.
 - (D) The city may exchange real and personal property with other cities or Washington County only after authorization by ordinance passed by the City Council. The City Council through such ordinance may place limits on the uses that will be allowed of such property as part of the exchange of property agreement.
 - (E) The City Council authorizes the use of a realtor for the sale of the two (2) houses at Gulley Park. The realtor shall be selected in accordance with the city's formal competitive bidding procedures. All offers for the sale or purchase of this city property shall be subject to final approval by the City Council.
- (Ord. No. 4358, 1-2-02; Ord. No. 4380, §1, (Ex. A), 3-19-02; Ord. No. 4651, 12-07-04; Ord. No. 4752, 9-06-05; Ord. No. 5465, 12-6-11; Ord. No. 5497 05-01-12; Ord. No. 5779, 6-16-15)

Added at Agenda Session 9-26-17

City of Fayetteville Staff Review Form

2017-0555

Legistar File ID

10/3/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Devin Howland

9/22/2017

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

APPROVAL OF A RESOLUTION AUTHORIZING THE SALE OF CITY OF FAYETTEVILLE PROPERTY, APPROXIMATELY 9.6 ACRES (PARCEL 765-16566-000) LOCATED IN THE FAYETTEVILLE COMMERCE DISTRICT.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF OCTOBER 3, 2017

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Devin Howland, Director of Economic Vitality

DATE: September 21, 2017

SUBJECT: A resolution authorizing the sale of City of Fayetteville Arkansas Property, 9.6 acres located in the Fayetteville Commerce District

RECOMMENDATION:

Approval of a resolution authorizing the sale of City of Fayetteville, Arkansas property, approximately 9.6 acres (Parcel 765-16566-000) located in the Fayetteville Commerce District.

BACKGROUND:

City staff was contacted by the Fayetteville Chamber of Commerce regarding commercial interest in parcel 765-16566-000 in the Fayetteville Commerce Park.

DISCUSSION:

Bid 17-71 proposes the sale parcel 765-16566-000 in the Fayetteville Commerce Park at a minimum bid of \$16,000 per acre. This price represents a reduced rate from the currently advertised \$20,000 per acre of land in the Commerce District, but reflects the purchase price that the City Council approved for a nearby parcel in 2017 to AR-CANNA LLC. The Mayor's office is excited about the prospect of more jobs in the commerce district.

There has been a change in the requirements of municipalities in regards to the sale of municipally owned property. Act 470 of 2017, which became law on August 1, 2017 sets bidding requirements for the sale of municipal real or personal property "if the amount exceeds twenty thousand dollars (\$20,000) ..." as explained in the memo by City Attorney Kit Williams which has been attached to this memo for your review.

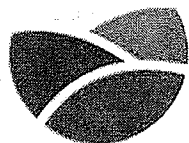
City Code §34.27 establishes requirements regarding public notice and procedure for the sale of real property owned by the City of Fayetteville. City staff has performed all necessary public notification procedures in compliance with this city ordinance (documentation attached). Additionally, the City Council must establish that this land is no longer needed for municipal purposes. As a purpose of the Commerce District is to encourage economic development that generates revenue for the City by providing new and expanded services, and finding that there is no identified use for the subject property for municipal purposes, this land is no longer needed for municipal purposes. Staff is not recommending the property be re-zoned or appraised.

BUDGET/STAFF IMPACT:

Land sale revenue will be paid to the fund that maintains ownership of the land.

Attachments:

- Bid 17-71
- City Attorney Memo of Act 470 of 2017
- Proof of Public Notice
- Proof of first class mail to property owners
- Proof of prominently displayed signs on the property
- Location Map



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306

Fayetteville, AR 72701

Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

DEADLINE: Tuesday October 03, 2017 before 10:00 AM, Local Time

PROPERTY INSPECTION DATES: See specifications

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

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

DATE OF ISSUE AND ADVERTISEMENT: 09/24/17 and 9/25/17

INVITATION TO BID

Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

No late bids shall 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 required field and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL INTERESTED PARTIES:

Any interested party is strongly encouraged to register as such by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering, interested parties shall submit primary contact information including, company name, primary contact name, phone number, and e-mail address. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. **All contacts listed as an interested party will be sent any addendums or changes to the terms and conditions of the sale.**

BID PACKAGE INCLUDES THE FOLLOWING DOCUMENTS:

- 1 – Bid Specifications (11 pages)
- 2 – Appendix A: Property Information (9 pages)
- 3 – Appendix B: Draft Land Sale Contract - NOT REQUIRED WITH BID (5 pages)

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all interested parties and posted on the City's website.

ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

Bidders & interested parties shall assume all responsibility for receiving updates & addenda issued. Failure to acknowledge addenda issued as instructed can result in bid rejection.

City of Fayetteville, AR

Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park

Page 1 of 11

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City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park
Advertisement 1 of 2
Legal Section, Classification 1210

The City of Fayetteville, Arkansas is accepting sealed bids for the sale of Parcel 765-16566-000, Pump Station Rd. Fayetteville, AR, Washington County. **All questions or site visit appointments shall be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov.**

All sealed bids are due by Tuesday October 03, 2017 before 2:00 PM, local time and shall be received on City bid documents and forms. All bids are due before the time stated. No late bids shall be accepted. Bids will be opened and read aloud immediately following the stated deadline.

To download a bid package and to receive additional information on the property, go the City's website at www.fayetteville-ar.gov/bids. The City reserves the right to reject any and all bids and to waive formalities deemed to be in the City's best interest. The City also reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended of use of a potential bidder.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701.

City of Fayetteville, AR

By: Les McGaugh

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisements (classification 1210): 9/25/17

Advertisement Location: Northwest Arkansas Times / Democrat Gazette

City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property – 9.6 Acres in Commerce Park
Advertisement 2 of 2
Real Estate Block Advertisement

**City of Fayetteville
Invitation to Bid
Bid 17-71, Sale of Property -
9.6 Acres in Commerce Park**

The City of Fayetteville, Arkansas is accepting sealed bids for this property. Property is being sold in as-is condition with no warranty.

All sealed bids are due by Tuesday, October 03, 2017 before 10:00 AM, local time per bidding documents. No late bids shall be accepted. Public bid opening to immediately follow.

For full information, visit www.fayetteville-ar.gov/bids. The City reserves the right to award based on the best interest of the City.

The sale of this property is intended to be considered and discussed at City Council meeting to be held on Tuesday, October 03, 2017 at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. All questions and inspection appointment requests shall be directed to

Les McGaugh.
City of Fayetteville, AR
By: Les McGaugh
P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

Date of advertisement (real estate block ad): Sunday
09/24/17 Advertisement Location: Northwest Arkansas
Times / Democrat Gazette

TERMS AND CONDITIONS

Sale of Public Owned Property located on Pump Station Road in Fayetteville, Arkansas

1.0 Basic Terms and Conditions

- 1.1 The City of Fayetteville is selling currently owned City property via **sealed bid process**. This sale affects the following property:
 - 1.1.1 Parcel # 765-16566-000, Pump Station Rd., Fayetteville, AR
- 1.2 This sale is being handled through the City's Purchasing Division. All bids/offers shall be sealed and submitted to the City of Fayetteville Purchasing Division located at 113 W. Mountain, Room 306, Fayetteville, AR 72701 prior to Tuesday, October 03, 2017 before 10:00 AM, local time. No bids shall be accepted in any other manner.
- 1.3 All sealed bids shall be submitted on accompanied forms in this packet, provided by the City of Fayetteville Purchasing Division.
- 1.4 Bidder, Buyer, and to whom the property is transferred to shall be one in the same. Bids shall be submitted in the same name as the individual or entity purchasing the property.
- 1.5 Properties are currently owned by the City of Fayetteville, Arkansas.
- 1.6 This property shall close upon coordination with title companies.
- 1.7 All properties are being sold as-is and do not include any warranties of any kind. The City will NOT make any repairs including but not limited to repairs to the property, drainage issues, etc.
- 1.8 The City shall pay its own closing costs. Buyer/Bidder shall pay their respective closing costs as well. The City of Fayetteville shall not pay for any portion or amount of the buyer's/bidder's closing costs.
- 1.9 Bids will only be considered for no less than the minimum amount of \$16,000 US Dollars per acre for this property. All bidders shall be required to bid on all acreage and provide a per acre price as presented in the bid form.
 - 1.9.1 Bids/Offer submitted lower than minimum bid amount shall be rejected and will not be considered.
- 1.10 Lead-based paint disclosure: The City shall provide a Lead-Based Paint Disclosure, as required by Federal Law, if any subject property or any improvements were constructed before 1978.
- 1.11 Buyer/Bidder agrees to hold offer firm for a period not to exceed sixty (60) calendar days.
- 1.12 The City of Fayetteville will not pay any commission fees for any real estate agent.
- 1.13 **City Council Approval:**
 - 1.13.1 **After bids have been received by the deadline**, the sale of this property is intended to be considered and discussed at public City Council meeting to be held on Tuesday, October 03, 2017

at 5:30 PM, local time in Room 219 of City Hall, 113. W Mountain, Fayetteville, AR 72701. This is a public meeting.

- 1.14 The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price and other considerations as presented by the Bidder.

2.0 Advertising Outreach

- 2.1 Primary source for all information is the City of Fayetteville website at www.fayetteville-ar.gov. Advertising and outreach will also be distributed through:
- 2.1.1 Advertising in the legal section of the Northwest Arkansas Democrat Gazette
- 2.1.2 Block ad advertising in the Real Estate section of the Northwest Arkansas Democrat Gazette

3.0 Inspection

- 3.1 Interested parties are strongly encouraged to inspect prior to bidding.
- 3.2 On-site inspections shall be coordinated with Les McGaugh, lmcgaugh@fayetteville-ar.gov. Inspections are non-mandatory.
- 3.3 The City shall not be responsible for any accidents, injuries, etc. during inspection or any other viewing of the property.

4.0 Property Details: Parcel # 765-16566-000, Pump Station Rd, Fayetteville, Arkansas

- 4.1 Minimum Bid amount of \$16,000.00 per acre
- 4.2 Bidders are required to bid on all acreage
- 4.3 9.6 Acres, Parcel # 765-16566-000
- 4.4 This site is accessed north from Pump Station Rd in the Western Portion of Commerce Park
- 4.5 Current Zoning: I-2 (General Industrial)
- 4.6 For full details on this property refer to Appendix A.

5.0 Bid or Offer Guarantee Requirements

- 5.1 All bids/offers for properties shall be accompanied by and include one of the following items:
- 5.1.1 Letter of Prequalification
- 5.1.1.1 Shall be from a financial institution such as a bank or credit union
- 5.1.1.2 Shall include the bid price for each property
- 5.1.2 Letter of Credit
- 5.1.2.1 Shall be from a financial institution such as a bank or credit union
- 5.1.2.2 Shall include the bid price for each property

6.0 Transfer of Property

- 6.1 Property will transfer after final closing documents are processed and signed by both parties through a local title company.
- 6.1.1 Each party shall hire and pay for their own title work.
- 6.2 The transfer of the property shall be made to the Bidder/Buyer as approved by the City of Fayetteville. Such conveyance shall be made in fee simply absolute by general warranty deed.

6.3 The City shall provide the final buyer evidence of good title by:

6.3.1 Abstract of title

6.3.2 Title insurance for the same amount bid

7.0 Special Conditions

7.1 Only the item described herein is included in the sale regardless of what else is pictured.

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

7.3 Any expenses incurred with the preparation and submission of bids or offers, 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.

7.4 Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

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

7.6 Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.575.8220 no later than seven (7) calendar days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

7.7 Any uncertainties shall be brought to the attention of the City of Fayetteville Purchasing Division immediately via telephone, (479) 575-8220 or e-mail lmcaugh@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 sale of properties included. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

7.8 Bidder will expressly assume all dangers, risks and hazards regarding the building(s) and shall release, protect, indemnify and hold harmless the City of Fayetteville, its agents, employees and assigns from and against any and all claims, demands, causes of action and damages of any kind, including but not limited to, attorney's fees and litigation costs resulting from any accident, incident or occurrence arising out of or in any way resulting from the actions of the bidder.

7.9 The City of Fayetteville reserves the right to reject any or all bids or offers, to waive formalities or irregularities in any bid or offer, and to solicit for new bids or offers.

7.10 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.

7.11 In the event a survey is needed, it shall be at the sole expense of the bidder.

7.12 In the event a survey or other legal document deems the acreage different than 9.6 acres, the sale price shall be adjusted by the unit price per acre bid.

8.0 Attachments to this Package

8.1 Information posted with this sale at www.fayetteville-ar.gov

8.2 Additional attachments on the auction page and hereby included with this packet:

8.2.1 Appendix A – Property Information

8.2.2 Appendix B – Draft Land Sale Contract (NOT REQUIRED WITH BID)

Bid 17-71, Sale of Property - 9.6 Acres in Commerce Park

BID FORM

Name of Bidder: _____

EXECUTION OF BID: Any Conditions of Sale shall be provided by Bidder sealed with offer/bid. The bid form provided in this document shall be completed in its entirety. Bidders will not be allowed to make corrections to bid after the bid deadline.

Bid Disclaimer: The City of Fayetteville reserves the right to sell this property based on the best interest of the City as deemed by the Fayetteville City Council, which may include but is not limited to the intended use, community benefit, purchase price, conditions of sale, and other considerations. Due to the fact City Council will be evaluating the sale of this property, Bidders are encouraged to completely fill out the bid form. Alterations in bid will not be allowed after the bid deadline; therefore, Bidders are encouraged to bid on most favorable terms available.

Section A: Purchase Price (from Bidder to the City)

Description	Approximate acreage		Price Bid Per Acre		*Total Bid
Parcel 765-16566-000	9.6	x	\$ _____ Minimum Bid of \$16,000 per acre	=	\$ _____ Payable to the City of Fayetteville, AR

* Total Bid shall be calculated based on the approximate acreage multiplied by the price bid per acre. In the event the closing process of this property results in a different calculation for acreage, the sale price shall be adjusted by the price bid per acre.

Section B: Intended Use

Describe the Bidder's intended use for the property based on the price offered

Section C: Community Benefit

Describe any benefits to the community known or expected based on bid

Section D: Conditions of Sale

List any conditions of this sale from the Bidder

Section E: Other

List any additional factors the Bidder discloses to the City of Fayetteville

EXECUTION OF BID -

Any Conditions of Sale shall be provided by Bidder sealed with offer/bid.

Upon signing this Bid, the bidder certifies:

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. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
3. 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.
4. 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.
5. 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): _____

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

***NAME OF BIDDER:** _____

***D/B/A or Corporation Name** _____

***ADDRESS:** _____

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

***PHONE:** _____ **FAX:** _____

***E-MAIL:** _____

***BY: (PRINTED NAME)** _____

***AUTHORIZED SIGNATURE:** _____

***TITLE:** _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

* COMPANY SEAL (if applicable):

Acknowledge Addendums:

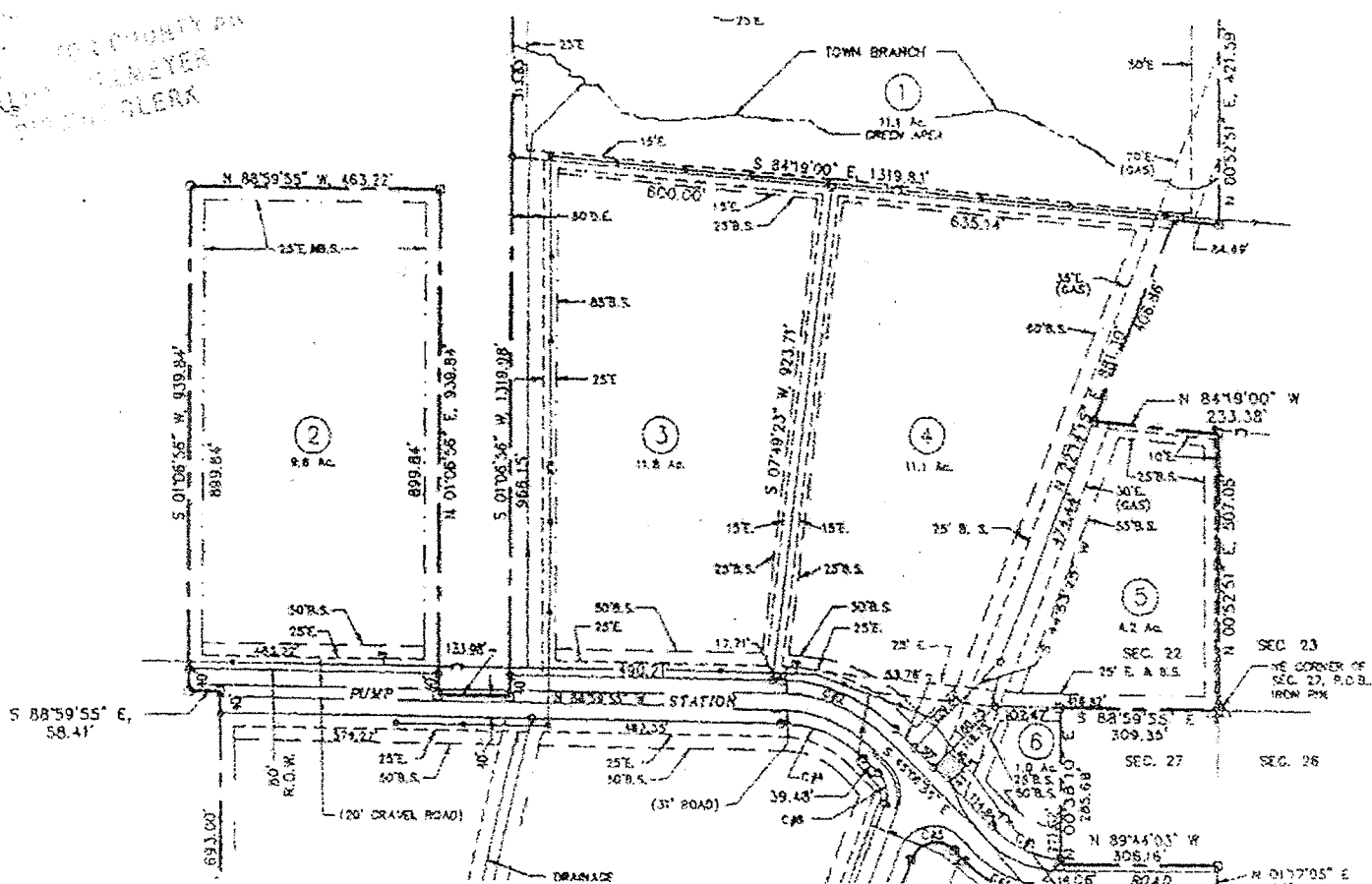
Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

TOWNSHIP 16-
 R. 10-
 S. 1-
 CLERK



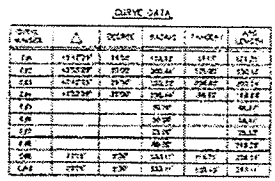
CURVE DATA

CURVE NUMBER	Δ	DEGREE	RADE
C1	45°42'25"	78°50'	173.5
C2	45°42'25"	78°50'	300.4
C3	45°42'25"	78°50'	233.5
C4	45°42'25"	78°50'	220.4
C5			50.0
C6			50.0
C7			50.0
C8			50.0
C9	23°26'	9°30'	553.1
C10	23°26'	9°30'	553.1

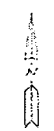
LEGAL DESC

A PART OF SECTIONS 22 AND 27, TOWNSHIP-16-
 ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS
 NE CORNER OF SECTION 27, SAID POINT ALSO BEING
 52° 51' E, 507.05 FEET; THENCE N 84° 39' 00"
 406.86 FEET; THENCE S 84° 18' 00" E, 84.69 FEET
 THENCE N 89° 00' W, 1313.91 FEET TO THE NW CO
 THENCE S 81° 00' W, 1319.88 FEET TO THE SOUT

VICINITY MAP

1102 *W. S. Chen et al.*[illegible]

- [illegible]



1. What is the main purpose of the document?
The main purpose of the document is to provide information about the company's financial performance for the year 2023.

2. What are the key findings of the report?
The key findings of the report are that the company's revenue increased by 15% compared to the previous year, while its expenses remained relatively stable. This resulted in a significant increase in profit.

3. What are the main challenges the company is facing?
The main challenges the company is facing are the increasing cost of raw materials and the fluctuating exchange rates of the US dollar.

4. What are the recommendations for the future?
The recommendations for the future are to diversify the company's product line, improve its marketing strategy, and strengthen its financial management.

5. What is the conclusion of the report?
The conclusion of the report is that the company's financial performance for the year 2023 was positive, but it still faces several challenges that need to be addressed in the future.

10-30-57 *James E. McCallister*

10-28-87 *W. J. [unclear] 4532*

[illegible]

10/11/1964

11-4-62 *James E. [illegible]*

177-1110-15

[illegible]

10-19 6-22-1946 Edna P. Brown

10-12-22 James H. Simpson

(continued)

1970. 1971. 1972. 1973. 1974. 1975. 1976. 1977. 1978. 1979. 1980. 1981. 1982. 1983. 1984. 1985. 1986. 1987. 1988. 1989. 1990. 1991. 1992. 1993. 1994. 1995. 1996. 1997. 1998. 1999. 2000. 2001. 2002. 2003. 2004. 2005. 2006. 2007. 2008. 2009. 2010. 2011. 2012. 2013. 2014. 2015. 2016. 2017. 2018. 2019. 2020. 2021. 2022. 2023. 2024. 2025. 2026. 2027. 2028. 2029. 2030. 2031. 2032. 2033. 2034. 2035. 2036. 2037. 2038. 2039. 2040. 2041. 2042. 2043. 2044. 2045. 2046. 2047. 2048. 2049. 2050. 2051. 2052. 2053. 2054. 2055. 2056. 2057. 2058. 2059. 2060. 2061. 2062. 2063. 2064. 2065. 2066. 2067. 2068. 2069. 2070. 2071. 2072. 2073. 2074. 2075. 2076. 2077. 2078. 2079. 2080. 2081. 2082. 2083. 2084. 2085. 2086. 2087. 2088. 2089. 2090. 2091. 2092. 2093. 2094. 2095. 2096. 2097. 2098. 2099. 2100. 2101. 2102. 2103. 2104. 2105. 2106. 2107. 2108. 2109. 2110. 2111. 2112. 2113. 2114. 2115. 2116. 2117. 2118. 2119. 2120. 2121. 2122. 2123. 2124. 2125. 2126. 2127. 2128. 2129. 2130. 2131. 2132. 2133. 2134. 2135. 2136. 2137. 2138. 2139. 2140. 2141. 2142. 2143. 2144. 2145. 2146. 2147. 2148. 2149. 2150. 2151. 2152. 2153. 2154. 2155. 2156. 2157. 2158. 2159. 2160. 2161. 2162. 2163. 2164. 2165. 2166. 2167. 2168. 2169. 2170. 2171. 2172. 2173. 2174. 2175. 2176. 2177. 2178. 2179. 2180. 2181. 2182. 2183. 2184. 2185. 2186. 2187. 2188. 2189. 2190. 2191. 2192. 2193. 2194. 2195. 2196. 2197. 2198. 2199. 2200. 2201. 2202. 2203. 2204. 2205. 2206. 2207. 2208. 2209. 2210. 2211. 2212. 2213. 2214. 2215. 2216. 2217. 2218. 2219. 2220. 2221. 2222. 2223. 2224. 2225. 2226. 2227. 2228. 2229. 2230. 2231. 2232. 2233. 2234. 2235. 2236. 2237. 2238. 2239. 2240. 2241. 2242. 2243. 2244. 2245. 2246. 2247. 2248. 2249. 2250. 2251. 2252. 2253. 2254. 2255. 2256. 2257. 2258. 2259. 2260. 2261. 2262. 2263. 2264. 2265. 2266. 2267. 2268. 2269. 2270. 2271. 2272. 2273. 2274. 2275. 2276. 2277. 2278. 2279. 2280. 2281. 2282. 2283. 2284. 2285. 2286. 2287. 2288. 2289. 2290. 2291. 2292. 2293. 2294. 2295. 2296. 2297. 2298. 2299. 2300. 2301. 2302. 2303. 2304. 2305. 2306. 2307. 2308. 2309. 2310. 2311. 2312. 2313. 2314. 2315. 2316. 2317. 2318. 2319. 2320. 2321. 2322. 2323. 2324. 2325. 2326. 2327. 2328. 2329. 2330. 2331. 2332. 2333. 2334. 2335. 2336. 2337. 2338. 2339. 2340. 2341. 2342. 2343. 2344. 2345. 2346. 2347. 2348. 2349. 2350. 2351. 2352. 2353. 2354. 2355. 2356. 2357. 2358. 2359. 2360. 2361. 2362. 2363. 2364. 2365. 2366. 2367. 2368. 2369. 2370. 2371. 2372. 2373. 2374. 2375. 2376. 2377. 2378. 2379. 2380. 2381. 2382. 2383. 2384. 2385. 2386. 2387. 2388. 2389. 2390. 2391. 2392. 2393. 2394. 2395. 2396. 2397. 2398. 2399. 2400. 2401. 2402. 2403. 2404. 2405. 2406. 2407. 2408. 2409. 2410. 2411. 2412. 2413. 2414. 2415. 2416. 2417. 2418. 2419. 2420. 2421. 2422. 2423. 2424. 2425. 2426. 2427. 2428. 2429. 2430. 2431. 2432. 2433. 2434. 2435. 2436. 2437. 2438. 2439. 2440. 2441. 2442. 2443. 2444. 2445. 2446. 2447. 2448. 2449. 2450. 2451. 2452. 2453. 2454. 2455. 2456. 2457. 2458. 2459. 2460. 2461. 2462. 2463. 2464. 2465. 2466. 2467. 2468. 2469. 2470. 2471. 2472. 2473. 2474. 2475. 2476. 2477. 2478. 2479. 2480. 2481. 2482. 2483. 2484. 2485. 2486. 2487. 2488. 2489. 2490. 2491. 2492. 2493. 2494. 2495. 2496. 2497. 2498. 2499. 2500. 2501. 2502. 2503. 2504. 2505. 2506. 2507. 2508. 2509. 2510. 2511. 2512. 2513. 2514. 2515. 2516. 2517. 2518. 2519. 2520. 2521. 2522. 2523. 2524. 2525. 2526. 2527. 2528. 2529. 2530. 2531. 2532. 2533. 2534. 2535. 2536. 2537. 2538. 2539. 2540. 2541. 2542. 2543. 2544. 2545. 2546. 2547. 2548. 2549. 2550. 2551. 2552. 2553. 2554. 2555. 2556. 2557. 2558. 2559. 2560. 2561. 2562. 2563. 2564. 2565. 2566. 2567. 2568. 2569. 2570. 2571. 2572. 2573. 2574. 2575. 2576. 2577. 2578. 2579. 2580. 2581. 2582. 2583. 2584. 2585. 2586. 2587. 2588. 2589. 2590. 2591. 2592. 2593. 2594. 2595. 2596. 2597. 2598. 2599. 2600. 2601. 2602. 2603. 2604. 2605. 2606. 2607. 2608. 2609. 2610. 2611. 2612. 2613. 2614. 2615. 2616. 2617. 2618. 2619. 2620. 2621. 2622. 2623. 2624. 2625. 2626. 2627. 2628. 2629. 2630. 2631. 2632. 2633. 2634. 2635. 2636. 2637. 2638. 2639. 2640. 2641. 2642. 2643. 2644. 2645. 2646. 2647. 2648. 2649. 2650. 2651. 26

1. 2. Dale Cherry

15-27-57 *W. B. B. B. B.*

THE UNIVERSITY OF CHICAGO

(The following text is heavily obscured by noise and artifacts, likely from a poor scan or redaction. It appears to contain several lines of illegible text.)

at [illegible] 1987

10-17





McClalland
Consulting
Engineers Inc.

| | |
|-----------------|----------------|
| Little Rock | Fayetteville |
| 200 W. Main St. | 210 N. College |

FINAL PLAT

FAYETTEVILLE INDUSTRIAL
PARK-WEST

| | | | |
|------------------|-------------------|--------------------|-----------|
| FAMILY NAME | | ADDRESS | |
| APPROVED
DATE | DATE OF
BIRTH | DATE
FALL, 1940 | SHEET NO. |
| NAME
OF SON | NAME
OF FATHER | NAME
OF MOTHER | 1 of 1 |

PARCEL # 765-16566-000

603
Map

765-15149-000

NAME Fayetteville Development
Foundation, Inc.

BOOK 1118 PAGE 910

REAL ESTATE

ASSESSMENT RECORD

Washington County, Arkansas

TAX DESCRIPTION

Fayetteville
(Fayetteville Industrial Park - West)
Tract 2 9.6 A.

LEGAL DESCRIPTION

SD#011

| NEW OWNER | DATE | BOOK | PAGE |
|---|---------|------|---------|
| City of Fayetteville, Arkansas, a municipal corporation | 10-4-89 | 1344 | 058-059 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| YEAR | ASSESSED VALUATION
LAND IMPRVMENT TOTAL | EQUAL
BOARD |
|------|--|----------------|
| 1985 | | |
| 1986 | | |
| 1987 | | |
| 1988 | ✓ 28,800 - 28,800 | |
| 1989 | 28,800 - 28,800 | |
| 1990 | 28,800 - 28,800 | |
| 1991 | 28,800 - 28,800 | |
| 1992 | 28,800 - 28,800 | |
| 1993 | 28,800 - 28,800 | |
| 1994 | | |
| 1995 | | |
| 1996 | | |
| 1997 | | |

Remarks

Pt 22 & 27-16-30.

1344-058 WD no rev (also 765-15152, 15270, 15271, 16565)

1387-816 QCD from Mabry & Rouse

2011-197 Exemption denied - not in book.

Remarks

RIGHT OF WAY GRANT

TRACT NO. 4

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of

and other valuable considerations to the undersigned,

Nettie Hogg

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

A 25 foot wide easement along the West side of the following described land, to-wit:

A part of the Southwest quarter of the Southeast quarter of Section twenty-two (22) in Township Sixteen (16) North, of Range thirty (30) West, and more particularly described as beginning at a point which is two and three hundredths (2.03) chains West of the Southeast corner of said forty acre tract, and running, thence West seven and two hundredths (7.02) chains; thence North fourteen and twenty-four hundredths (14.24) chains; thence East seven and two hundredths (7.02) chains; thence South fourteen and twenty-four hundredths (14.24) chains to the place of beginning, containing ten (10) acres, be the same more or less.

Also a 50 foot construction easement, the center line of which is the East line of the above 25 foot permanent easement.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, with ingress to and egress from the real estate first hereinabove described for the purpose of constructing, inspecting, maintaining and repairing said lines, manholes and appurtenances of Grantee above described, and the removal, renewal and enlargement of such at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water, and to pay any damages which may arise to growing crops or fences from the construction, maintenance and operation as determined by three disinterested persons, one thereof to be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this grant in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof this the

9th day of July, 1971
Nettie Hogg

1971

ACKNOWLEDGMENT

BEFORE ME, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Nettie Hogg, to me well

known as the person(s) who executed the foregoing Right of Way Grant, and that she had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this

9th day of July, 1971

My commission expires

October 1, 1971

Notary Public
DEED 812 PAGE 102

2.03ch - 13398'

7.02ch - 463.32'

14.24

CHAINS - 9398'

WARRANTY DEED

(CORPORATION)

KNOW ALL MEN BY THESE PRESENTS:

That FAYETTEVILLE DEVELOPMENT FOUNDATION
a corporation organized under and by virtue of the laws of the State
of Arkansas, by its President and Secretary, duly
authorized by proper resolution of its Board of Directors, for and in
consideration of the sum of One Dollar (\$1.00) and other good and
valuable consideration in hand paid by The City of Fayetteville,
Arkansas, a municipal corporation-----

hereinafter called Grantee, does hereby grant, bargain and sell unto
the said Grantee and Grantee's heirs and assigns, the following
described land situate in

Washington County, State of Arkansas, to-wit:

DESCRIPTION BEING THE SAME AS SHOWN ON EXHIBIT "A" ATTACHED TO AND MADE A PART
HEREOF.

FAYETTEVILLE CITY CLERK

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's
heirs and assigns, forever. And said corporation hereby covenants with the said Grantee that it is lawfully seized of said
land and premises, that the same is unincumbered, and that it will forever warrant and defend the title to the said lands
against all legal claims whatever.

IN TESTIMONY WHEREOF, the name of the Grantor is hereunto affixed by its President and its seal is affixed by its
Secretary, this 4th day of October, 19 89.

(Seal)

THIS INSTRUMENT PREPARED BY:

BAC, Fayetteville, AR

FAYETTEVILLE DEVELOPMENT FOUNDATION
Name of Corporation

By Larry P. Bittle President

By R. Dale Christy Secretary

ACKNOWLEDGMENT

State of Arkansas ss.
County of Washington

LIBE 1344 PAGE 058

On this the 4th day of October, 19 89, before me, a notary public, personally appeared
qualified and acting, within and for the said County and State, appeared in person the within named Larry Bittle
and R. Dale Christy to me personally known, who stated that they were the President and Secretary
of the Fayetteville Development Foundation, a corporation,
and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf
of said corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for
the purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 4th day of October, 19 89

My Commission Expires

August 1, 1994

Notary Public

21455 FORM WDC

EXHIBIT "A"

Tract 1

A part of the SW 1/4 of the SE 1/4 of Section 22, Township 16 North, Range 30 West, being more particularly described as follows, to-wit: Beginning at the Northwest corner of the said 40 acre tract, and running, thence South 51 degrees 10 minutes East 545.70 feet; thence South 89 degrees 23 minutes 30 seconds East 33.0 feet; thence South 1 degree 06 minutes West 938.79 feet to the center of Pump Station Road; thence North 64 degrees 18 minutes 30 seconds West along the centerline of said road 516.04 feet to a point on the West boundary line of said 40 acre tract; thence North 1 degree 20 minutes 58 seconds East 1057.73 feet to the point of beginning, containing 10.59 acres, more or less, subject to a public road right-of-way over the South and West lines of the above described tract.

Tract 2

A part of Section 26, Township 16 North, Range 30 West, Washington County, Arkansas, more particularly described as follow: Beginning at a point which is South 2667.82 feet and East 1282.35 feet from the Northwest corner of said Section 26, said point being on the West right-of-way of Black Oak Road; thence following said right-of-way South 01 degree 17 minutes West 212.42 feet; thence southeasterly along a circular curve with a cord length of 193.40 feet and a radius of 694.81 feet; thence South 14 degrees 43 minutes East 406.52 feet; thence southeasterly along a circular curve with a cord length of 13.28 feet and a radius of 278.73 feet; thence leaving said right-of-way South 89 degrees 36 minutes West 151.51 feet; thence South 0 degrees 06 minutes 13 seconds West 179.66 feet; thence North 88 degrees 43 minutes West 452.16 feet; thence North 0 degrees 33 minutes East 990.32 feet; thence South 88 degrees 52 minutes East 469.65 feet to the point of beginning, and containing 11.36 acres, more or less.

Tract 3

Tracts 1 and 2, Fayetteville Industrial Park-West, as per the recorded plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

FAYETTEVILLE CITY CLERK

QUITCLAIM DEED

with relinquishment of dower

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Floyd Mabry, Jr. and Kathy Mabry, Husband and Wife,
and Glen Dale Rouse and Lois E. Rouse, Husband and Wife

for and in the consideration of the sum of One Dollar (\$1.00) and
other good and valuable consideration

to us in hand paid by City of Fayetteville,
Arkansas, a municipal corporation

do hereby grant, sell and quitclaim unto the said City of Fayetteville,
Arkansas, a municipal corporation

and unto heirs and assigns forever, the following described land, situate in

Washington County, State of Arkansas, to-wit:

A part of the SW1/4 of the SE1/4 of Section 22, in Township 16 North, Range 30 West, being more particularly
described as beginning at a point which is N 86°59'10" W 597.3 feet (9.05 chains) from the Southeast corner
of said 40 acre tract; and running thence N 86°59'10" W 15.2 feet; thence N 1°06'56" E 939.84 feet;
thence S 86°59'10" E 15.2 feet; thence S 1°06'56" W 939.84 feet to the Point of Beginning, containing 0.328
acres, more or less.

P.S. Read

FILED FOR RECORD

'90 OCT 4 AM 11 20

WASHINGTON CO AR
A: KOLLMAYER

F
22-14-30

PREPARED BY: MICHAEL S. ...
City of Fayetteville

By: up
December

603

To have and to hold the same unto the said City of Fayetteville, Arkansas, a municipal corporation
and unto their heirs and assigns forever.

with all appurtenances thereto belonging.

And I, Kathy Mabry
Lois E. Rouse wife of the said Glen Dale Rouse

wife of the said Floyd Mabry, Jr. and
for and in consideration of the said sum of money,

do hereby release and relinquish unto the said City of Fayetteville, Arkansas
all my right of dower and homestead in and to said lands.

WITNESS my hands and seals on this

3rd day of OCTOBER 1990

Floyd Mabry, Jr. (Seal)
Kathy Mabry (Seal)

Lois E. Rouse (Seal)
Laird M. Rouse (Seal)

ACKNOWLEDGMENT

STATE OF ARKANSAS

County of Washington

BE IT REMEMBERED, That on this day came before the undersigned, a Notary Public

Floyd Mabry, Jr. and Kathy Mabry, Husband and Wife, and Glen Dale Rouse and Lois E. Rouse, Husband and Wife,
to me well known as the Grantees in the foregoing Deed, and stated that they had executed the same for the consideration and
purposes therein mentioned and set forth.

Witness my hand and seal as such Notary Public

this 4th day of

My Commission expires

September 28, 1990

1990

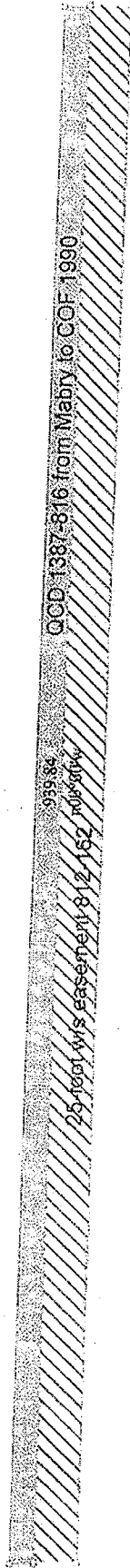
1387 PAGE 816

05-01-2000

Edward D. Connally



463.32
s90°00'e



Tract 2 Fayetteville Ind Park-West
765-16566-000
See plat 10-17 for remainder of easements

s00°00'e
939.84

n90°00'w
463.32

Data and Deed Call Listing of File: Tract2FayIndPkWest.des

Tract 1: 9.996 Acres: 435447 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 2806 Feet

Tract 2: 0.328 Acres: 14285 Sq Feet: Closure = n01.3050e 0.27 Feet: Precision = 1/7200: Perimeter = 1910 Feet

Tract 3: 0.539 Acres: 23496 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision >1/999999: Perimeter = 1930 Feet

001=Rotate +001.0656
002=/n90.00w 133.98
003=n90.00w 463.32
004=n00.00w 939.84
005=s90.00e 463.32
006=s00.00e 939.84
007=@0 Mabry QCD
008=/n88.5910W 597.3
009=n88.5910w 15.2
010=n1.0656e 939.84
011=s87.5910e 15.2
012=s01.0656w 939.84
013=@4 Easement 812-162
014=Rotate +001.0656
015=n00.00w 939.84
016=s90.00e 25.00
017=s00.00e 939.84
018=n90.00w 25.00

LAND SALE AGREEMENT

This Land Sale Agreement is made and entered into by and between the City of Fayetteville, Arkansas, a municipal corporation of the State of Arkansas (hereinafter "City" or "Fayetteville") and _____ ("Purchaser").

The City of Fayetteville agrees to sell a parcel of about 9.6 acres in the Fayetteville Commerce District to Purchaser for _____ DOLLARS (\$_____) and Purchaser's performance of all of the terms, conditions and promises set forth in this Agreement.

Purchaser agrees to pay to the City of Fayetteville _____ DOLLARS (\$_____) for this 9.6-acre parcel and to perform all of the terms, conditions and promises set forth later in this Agreement.

TERMS AND CONDITIONS

1. *Sale*

Subject to existing easements and rights of way and subject to the terms and conditions, mutual promises and covenants of this Agreement, the City of Fayetteville agrees to sell a parcel of about 9.6 acres (hereinafter the "**Development Site**") located in the Fayetteville Commerce District by warranty deed to Purchaser for the amount of _____ DOLLARS (\$_____). This Development Site is shown on the map attached as Exhibit A and is legally described as follows:

Lot 2, Fayetteville Industrial Park-West, Fayetteville, Arkansas, as shown on the Final Plat of said Subdivision filed at Plat Book 10, Page 17 of the records of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas

2. *Purchase*

Subject to the terms and conditions, mutual promises and covenants of this Agreement, Purchaser agrees to buy the Development Site for _____ DOLLARS (\$_____) to be paid to the City of Fayetteville on or before the Closing Date as follows:

A. Earnest money deposit: An earnest money deposit in the amount of _____ DOLLARS

(\$ _____) shall be paid by Purchaser to the City of Fayetteville within five (5) business days of the City's approval of this agreement. If the purchase and sale is consummated, this earnest money deposit shall be applied to the purchase price at closing. If the City or Purchaser exercises its option to terminate the Agreement pursuant to paragraphs 8, 9 or 10, this earnest money deposit shall be refunded in full. If the transaction is not consummated for any other reason, the earnest money deposit shall be refunded less the City's actual incurred costs, if any, of obtaining the owner's title policy and title commitment.

B. Balance: The remaining balance of the purchase price in the amount of _____ DOLLARS (\$ _____) shall be paid to the City of Fayetteville on or before the Closing Date.

3. *Closing Date and Place*

Closing shall occur within 60 days following the date this Agreement has been executed by both parties unless extended by mutual agreement of the parties in writing. The Closing shall occur at 113 West Mountain Street, Fayetteville, Arkansas in a room supplied by the City of Fayetteville.

4. *Date of Possession*

Possession of the Development Site shall be delivered to Purchaser on the Closing date free of any tenancies or other third party possessory rights.

5. *Title Insurance*

The City of Fayetteville shall order a title commitment on the Development Site, as soon as practicable following the full execution of this Agreement, through a title insurance company selected by the City and acceptable to Purchaser. If the report on title, binder or commitment discloses any defects in title (other than liens or encumbrances of a definite or ascertainable amount, which may be paid at closing), the City shall have thirty (30) days from the date of Purchaser's notice of such defects to make a good faith effort to cure such defects and to furnish a report showing the defects cured or removed. If such defects are not cured within thirty (30) days, Purchaser may terminate this agreement or may, at its election, take title subject to any such defects. The cost of the title commitment and the cost of the owner's title policy shall be borne by the City of Fayetteville. The cost of any lender's title policy and extended owner's title insurance coverage shall be borne by Purchaser.

6. *Deed and Other Documents*

On the Closing date, the City of Fayetteville shall convey marketable and insurable title to the Development Site by general warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement, subject only to current real estate taxes, if any (to be apportioned between the parties) and existing easements. Purchaser and the City of Fayetteville shall equally share the cost a reasonable closing fee imposed by the closing agent employed by parties provided however that Purchaser shall be responsible for any revenue stamps

resulting from this transaction and all recordings fees for the deed and other documents that need to be filed.

7. *Risk of Loss*

Risk of loss as to the Development Site shall remain with the City of Fayetteville until the Closing date.

8. *Purchaser's Due Diligence*

Purchaser shall have thirty (30) days from the approval of this agreement to enter upon the Development Site to conduct any surveying, testing or inspection it deems necessary to ensure the Development Site will be appropriate for the construction and use for its facility. If Purchaser discovers any problems that would adversely impact its development and use of the Development Site for its facility, Purchaser shall notify the City which is granted sixty (60) days to remediate any problem. The City may also terminate this Agreement without penalty rather than remediating any problem or issue discovered by Purchaser. Likewise, if the City does not remediate the problem, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without resolution of the problem.

9. *Large Scale Development Approval*

Purchaser (or its agent/lessee/representative) shall, at its sole cost and expense, prepare a Large Scale Development plat of the Development Site and obtain any and all approvals necessary for Purchaser's intended use of the Development Site for its facility. The City shall reasonably cooperate with Purchaser in Purchaser's request for development approval of its facility. Purchaser must present its development proposal through the normal City process and follow the Unified Development Code requirements. Purchaser may defer Closing hereunder during such time as its Development plat and approvals are pending review by the City, and if such are not approved, Purchaser may terminate this Agreement without penalty, being entitled to a return of its earnest money, or proceed under this Agreement to accept the property without development plans approved by the City.

10. *Contingencies*

This contract is further contingent upon the following:

- A.
- B.
- C.

11. *Compensation to City of Fayetteville if Development Site is Sold Within 10 Years*

Purchaser is aware that the Development Site is being sold by the City at a discount of approximately \$_____ per acre below its normal selling price. If any portion of the land conveyed by this contract is sold by Purchaser within the first five years of the date of

closing, an independent appraisal of the land's value shall be performed to segregate the actual sales price between that allocable to the raw land as acquired by Purchaser, and that allocable to the improvements subsequently added by Purchaser. Purchaser shall pay 75% of the increase in appraised value of the raw land (with prorated sales cost deducted) to the City of Fayetteville. Purchaser shall pay the City of Fayetteville 40% of the increase in appraised value of the land (with prorated sales costs deducted) for any sales after 5 years until 10 years from the closing date.

12. *Notices*

Notices required by this Agreement shall be in writing and shall be delivered to:

Purchaser:
ATTN:
Street Address:
City, State, ZIP:

City of Fayetteville
ATTN: Mayor's Office
113 W. Mountain Street
Fayetteville, AR 72701 72701-6083

13. *Authority*

Each of the undersigned individuals represent and warrant that they are authorized to enter into this Agreement on behalf of their respective entities and that execution hereof will bind the entities to this Agreement.

14. *Counterparts*

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

15. *Facsimile*

For purposes of executing this Agreement, a facsimile signature shall be as effective as an actual signature.

16. *Applicable Law*

This Agreement shall be construed and enforced in accordance with the laws and public policies of the State of Arkansas.

17. *Survival*

The representations, warranties, and agreements of the parties contained herein shall survive the closing date.

18. *No Waivers*

The waiver by either party hereto of any condition or the breach of any term, covenant or conditions herein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or of any other term, covenant or condition herein contained.

19. *Time of Essence*

Time is of the essence in this Agreement.

20. *Invalidity*

If for any reason any term or provision of this Agreement shall be declared void and unenforceable by any court of law or equity, it shall only affect such particular term or provision of this Agreement and the balance of this Agreement shall remain in full force and effect and shall be binding upon the parties hereto.

21. *Complete Agreement*

All understandings and agreements heretofore existing between the parties are merged into this Agreement that alone fully and completely expresses their agreement. This Agreement may be changed only in writing signed by both of the parties hereto and shall apply to and bind the successors and assigns of each of the parties hereto and shall not merge with the deed delivered to Purchaser at closing.

PURCHASER:

**CITY OF FAYETTEVILLE,
ARKANSAS**

Date: _____

Date: _____

By: _____
Authorized Agent:

By: _____
LIONELD JORDAN, Mayor

WITNESS:

ATTEST:

By: _____

By: _____
Sondra E. Smith, City Clerk



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan
Paul Becker, Chief Financial Officer
Don Marr, Chief of Staff
Andrea Rennie, Purchasing Manager
Chief Dayringer

FROM: Kit Williams, City Attorney

DATE: September 20, 2017

RE: Sale of Municipal Real Estate

Now that the City Council has removed its previous requirement of public bidding for the sale of municipal real estate, the Legislature has enacted such bidding requirements for the sale of real property "if the amount exceeds twenty thousand dollars (\$20,000.00). . . ." The index of the new Acts provided by the Municipal League identified this Act as "disposal of real or personal property. . ." Unfortunately Act 470 of 2017 covers much more than "disposal". I am glad I discovered and examined this four page Act regardless of its misleading index description.

I have attached Act 470 to this memo, but my understanding is that even our real estate in the Commerce Park would be subject to this law which will make it hard to negotiate deals with prospective buyers.

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ARKANSAS 2017 ACTS

Act 470

HB 483

Stricken language would be deleted from and underlined language would be added to present law.
Act 470 of the Regular Session

1 State of Arkansas
2 91st General Assembly
3 Regular Session, 2017

A Bill

SENATE BILL 336

4
5 By: Senator Irvin
6 By: Representative Baltz

For An Act To Be Entitled

7
8
9 AN ACT TO CLARIFY THE LAW REGARDING THE SALE, LEASE,
10 PURCHASING, AND DISPOSAL OF REAL AND PERSONAL
11 PROPERTY OF MUNICIPALITIES; AND FOR OTHER PURPOSES.

Subtitle

12
13
14
15 TO CLARIFY THE LAW REGARDING THE SALE,
16 LEASE, PURCHASING, AND DISPOSAL OF REAL
17 AND PERSONAL PROPERTY OF MUNICIPALITIES.

18
19
20 BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

21
22 SECTION 1. Arkansas Code § 14-54-302 is amended to read as follows:

23 14-54-302. Purchase, lease, and sale, and disposal authorized.

24 (a)(1) ~~Municipal corporations are empowered and authorized to a~~

25 municipality may:

26 (1) sell Sell, convey, lease, rent, or let, or dispose any real
27 estate or personal property owned or controlled by the municipal
28 corporations. ~~This power and authorization shall extend and apply to all such~~
29 ~~real estate and personal property, including that which municipally,~~
30 including real estate or personal property that is held by the municipal
31 corporation municipality for public or governmental uses and purposes;

32 (2) ~~Municipal corporations are empowered and authorized to buy~~
33 Buy any real estate or personal property; and

34 (b)(1)(3)(A) ~~Municipal corporations are also empowered and authorized~~
35 to donate Donate real estate or personal property, or any part thereof of the
36 real estate or personal property, to the federal government or any agency

1 thereof of the federal government, for any one (1) or more of the following
2 purposes, that is, having the real estate or personal property, or both,
3 activated, reactivated, improved, or enlarged by the donee.

4 ~~(2)(A)(B)~~ The ~~municipal-corporation~~ municipality may donate the
5 fee simple title and absolute interest, without any reservations or
6 restrictions, in and to all real estate or personal property, or both, or
7 any part of the real estate or personal property, to the federal government,
8 if this real estate or personal property was previously conveyed or otherwise
9 transferred by the federal government to the ~~municipal-corporation~~
10 municipality without cost to the ~~municipal-corporation~~ municipality.

11 ~~(B)(C)~~ All other donation instruments shall contain
12 provisions by which the title to the property donated shall revert to the
13 ~~municipal-corporation~~ municipality when the donated property is no longer
14 used by the donee for the purposes for which it was donated.

15 ~~(c)(b)~~ The execution of all contracts and conveyances and lease
16 contracts shall be performed by the mayor and city clerk or recorder, when
17 authorized by a resolution in writing and approved by a majority vote of the
18 ~~city-council~~ governing body of the municipality present and participating.

19 ~~(c)~~ The mayor or his or her authorized representative may sell or
20 exchange any municipal real estate or personal property with a value of
21 twenty thousand dollars (\$20,000) or less, unless the governing body of the
22 municipality shall by ordinance establish a lesser amount.

23 ~~(d)~~ Municipal real estate or personal property to be disposed of as
24 one (1) unit shall not be sold without competitive bidding if the amount
25 exceeds twenty thousand dollars (\$20,000) or the maximum provided by
26 resolution, unless the mayor certifies in writing to the governing body of
27 the municipality that in his or her opinion the fair market value of the item
28 or lot is less than the amount established by ordinance.

29 ~~(e)(1)~~ If personal property of the municipality becomes obsolete or is
30 no longer used by a municipality, the personal property may be:

31 (A) Sold at public or internet auction;
32 (B) Sent to the Department of Finance and Administration's
33 Marketing and Redistribution Section;

34 (C) Transferred to another governmental entity within the
35 state; or

36 (D) Donated under this section.

SB336

(2) If an item of personal property is not disposed of under subdivision (e)(1) of this section, the item may be disposed of in the landfill used by the municipality if the mayor or his or her authorized representative certifies in writing and the governing body of the municipality approves that:

(A) The item has been rendered worthless by damage or prolonged use; or

(B) The item has:

(1) Only residual value; and

(1) Been through public auction and not sold.

(f)(1) A record shall be maintained of all items of personal property disposed of under this section and reported to the governing body of the municipality.

(2) The municipal fixed asset listing shall be amended to reflect all disposal of real estate and personal property made under this section.

SECTION 2. Arkansas Code § 14-58-306 is repealed.

~~14-58-306. Disposal of municipal supplies, etc.~~

~~(a) In a city of the first class, city of the second class, or incorporated town, the mayor or his or her authorized representative may sell or exchange any municipal supplies, materials, or equipment with a value of twenty thousand dollars (\$20,000) or less, unless the municipal governing body shall, by ordinance, establish a lesser amount.~~

~~(b) No item or lot of supplies, materials, or equipment that is to be disposed of as one (1) unit shall be sold without competitive bidding if the amount exceeds twenty thousand dollars (\$20,000) or the maximum provided by ordinance, unless the mayor shall certify in writing to the governing body that, in his or her opinion, the fair market value of the item or lot is less than the amount established by ordinance as indicated.~~

~~(c)(1) If an item of personal property belonging to a municipality becomes obsolete or is no longer used by a municipality, it may be:~~

~~(A) Sold at public or Internet auction;~~

~~(B) Sent to the Marketing and Redistribution Section of~~

~~the Office of State Procurement of the Department of Finance and Administration; or~~

1 (6) ~~Transferred to another governmental entity within the~~
2 ~~state.~~
3 (2) ~~If an item is not disposed of under subdivision (c)(1) of~~
4 ~~this section, the item may be disposed of in the landfill used by the~~
5 ~~municipality if the mayor or his or her authorized representative certifies~~
6 ~~in writing and the governing body of the municipality approves that it has:~~
7 ~~(A) Been rendered worthless by damage or prolonged use; or~~
8 ~~(B)(1) Only residual value; and~~
9 ~~(1) Been through public auction and not sold.~~
10 ~~(d)(1) A record shall be maintained of all items disposed of and~~
11 ~~reported to the governing body.~~
12 ~~(2) The municipal fixed asset listing shall be amended to~~
13 ~~reflect all disposal of property made under this section.~~
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APPROVED: 03/13/2017

NORTHWEST ARKANSAS Democrat Gazette

P.O. BOX 1607, FAYETTEVILLE, AR, 72702 • 479-442-1700 • FAX: 479-695-1118 • WWW.NWADG.COM

AFFIDAVIT OF PUBLICATION

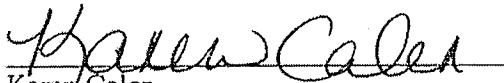
I Karen Caler, do solemnly swear that I am the Legal Clerk of the Northwest Arkansas Democrat-Gazette, printed and published in Washington County and Benton County, Arkansas, and of bona fide circulation, that from my own personal knowledge and reference to the files of said publication, the advertisement of:

CITY OF FAYETTEVILLE
Public Hearing-17-5940

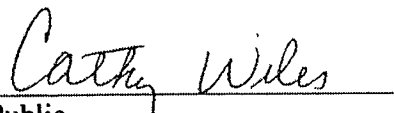
Was inserted in the Regular Edition on:

September 15, 2017

Publication Charges: \$ 54.60


Karen Caler

Subscribed and sworn to before me
This 15 day of Sept, 2017.


Notary Public
My Commission Expires: 2/20/2024

CATHY WILES
Arkansas - Benton County
Notary Public - Comm# 12397118
My Commission Expires Feb 20, 2024

****NOTE****

Please do not pay from Affidavit.
Invoice will be sent.

NOTICE OF PUBLIC HEARING

A meeting of the City of Fayetteville City Council will be held on October 3, 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 October 3, 2017 Fayetteville City Council meeting.

ADM 17-5940: SALE OF MUNICIPALLY OWNED REAL PROPERTY, 603):

Submitted by CITY STAFF for property located EAST OF 850 EAST PUMP

STATION ROAD. The Fayetteville City Council is considering the sale of about 9.6 acres it owns EAST OF 850 EAST PUMP

STATION ROAD to John Keough, Manager/Trustee of Cloud City LP, for \$153,600. The proposed use of the property is a metal austempering company. This possible sale will be considered by the City Council during its October 3, 2017 meeting at 113 W. Mountain Street, Room 219.

74270457 Sept. 14, 2017

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 13th day of September, 2017, and

addressed as follows:

Name: FLYING R RANCH LLC
17848 WHEELER RD
FAYETTEVILLE, AR 72704

Name: MATRIX INVESTMENT LLC
C/O WILLIAM JOHNSON 1197 Happy Hollow Rd.
FAYETTEVILLE, AR 72701

Name: FOSTER TRUST
827 E PUMP STATION RD
FAYETTEVILLE, AR 72701

Name: CHARLES THRASHER COMBS
4821 E TURQUOISE AVE
PARADISE VALLEY, AZ 85253

Andrew Harrison
(name of person completing the mailing)



(signature of person completing the mailing)

City File No. /Name: _____ ADM 17-5940



CITY OF
FAYETTEVILLE
ARKANSAS

September 13, 2017

Re: Public Notice – Sale of municipally owned real property

Dear Property Owner:

Please be aware that the Fayetteville City Council will consider a Resolution and Contract to sell to Cloud City, LP. about 9.6 acres (parcel 765-16566-000) it owns on E. Pump Station Rd. for \$153,600. The property currently contains no structures. It is zoned I-2, General Industrial. Should the sale be approved, planned improvements include the development of a metal austempering facility.

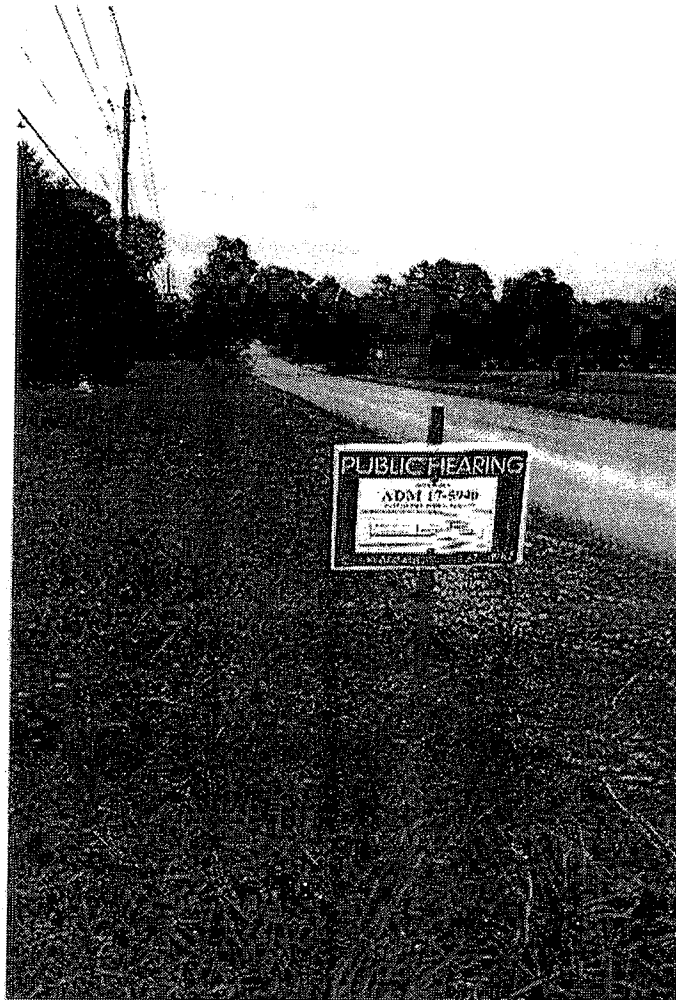
This possible sale will be considered by the City Council during its 5:30 p.m. meeting held on October 3, 2017 in Room 219 of City Hall, located 113 W. Mountain Street.

If you wish to learn more about this proposed sale, please contact Devin Howland, Director of Economic Vitality at 479-575-8221. You may also attend the October 3, 2017 City Council meeting and ask questions or make comments when this resolution is presented for City Council consideration.

Sincerely,

Devin Howland
Director of Economic Vitality
City of Fayetteville, Arkansas

CERTIFICATE OF SIGN POSTING



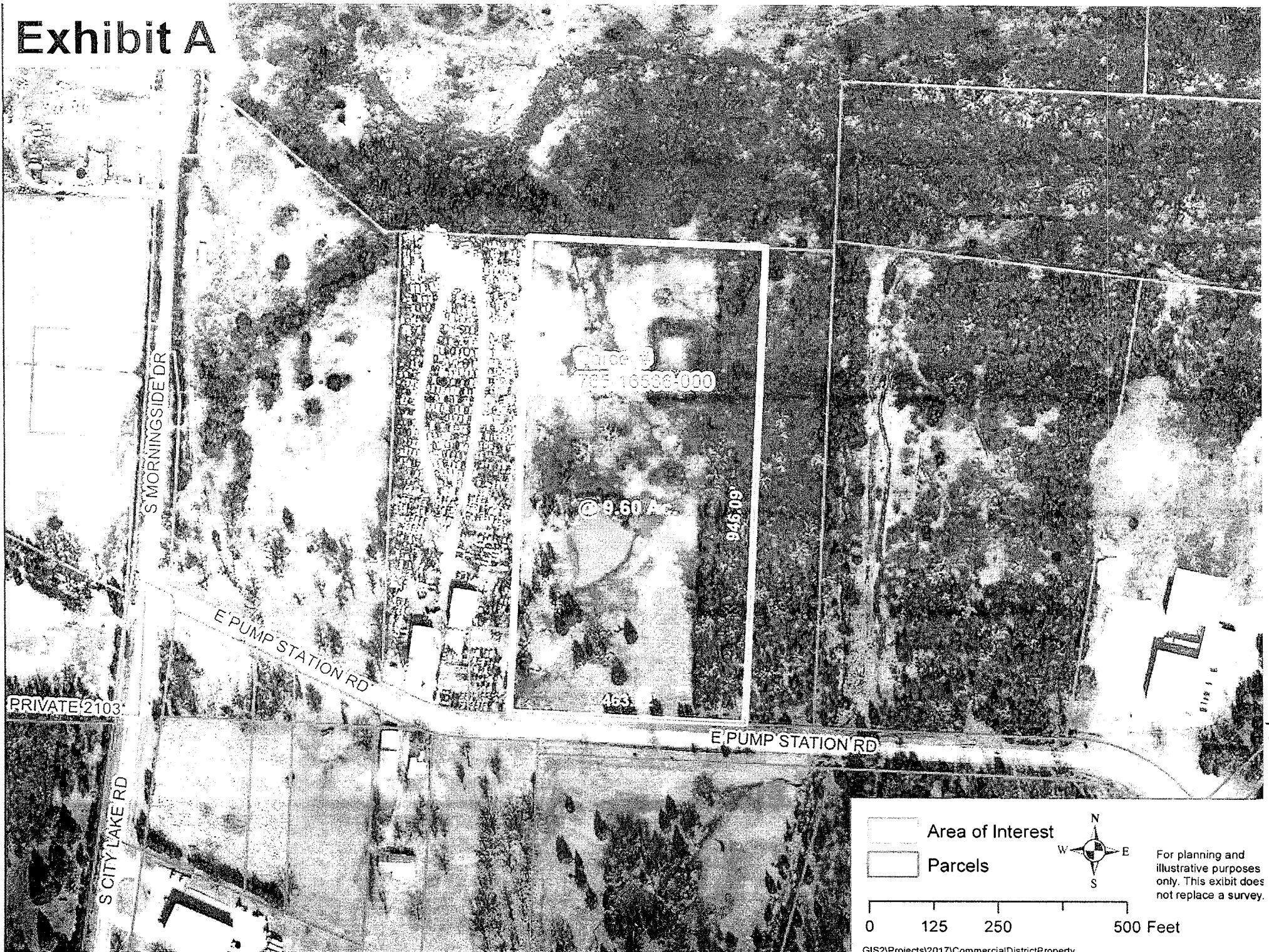
I, Andrew Harrison

*attest that the above sign was posted on September 12, 2017 adjacent to
Pump Station Rd.*

A handwritten signature in cursive script, appearing to read 'A. Harrison'.

City File No./ ADM 17-5940

Exhibit A



Pre Agenda Meeting 9-20-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 26, 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 2016-0584

✓
A√2

APPROVAL OF THE SEPTEMBER 19, 2017 CITY COUNCIL MEETING MINUTES.

2017-0526

MISSY GIPSON LEASE AGREEMENT:

A RESOLUTION TO APPROVE A SHORT-TERM LEASE AGREEMENT WITH MISSY GIPSON FOR THE DRAKE FIELD TERMINAL BUILDING BANQUET AREA FOR RENT IN THE AMOUNT OF \$775.00

✓
A√3

Attachments: MISSY GIPSON LEASE AGREEMENT

2017-0528

ARKANSAS DEPARTMENT OF AERONAUTICS:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$148,720.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS

A✓4 2017-0513

BID #17-52 CINTAS CORPORATION:

A RESOLUTION TO AWARD BID #17-52 AND AUTHORIZE THE PURCHASE OF CLASS C UNIFORMS FROM CINTAS CORPORATION AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$13,728.30 PER YEAR

Attachments: BID #17-52 CINTAS CORPORATION

A✓5 2017-0516

BID #17-53 RUSH RUNNING COMPANY:

A RESOLUTION TO AWARD BID #17-53 AND AUTHORIZE THE PURCHASE OF RUNNING SHOES FROM RUSH RUNNING COMPANY AS NEEDED BY THE FIRE DEPARTMENT THROUGH 2022, AT AN ESTIMATED COST OF \$8,400.00 PER YEAR

Attachments: BID #17-53 RUSH RUNNING COMPANY

A✓6 2017-0517

HUTCHENS CONSTRUCTION CO.:

A RESOLUTION TO AWARD BID #17-60 AND AUTHORIZE A CONTRACT WITH HUTCHENS CONSTRUCTION CO. IN THE AMOUNT OF \$26,082.00 FOR PARKING LOT PAVING AT THE CITY-OWNED PROPERTY OCCUPIED BY THE ELLEN SMITH HEAD START PROGRAM LOCATED AT 2052 SOUTH GARLAND AVENUE

Attachments: HUTCHENS CONSTRUCTION CO.

A✓7 2017-0520

FAYETTEVILLE RACE SERIES/SPECIAL EVENTS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO INCREASE FUNDING FOR THE FAYETTEVILLE RACE SERIES BY THE AMOUNT OF \$10,726.00

Attachments: FAYETTEVILLE RACE SERIES/SPECIAL EVENTS
BA_FAYETTEVILLE RACE SERIES/SPECIAL EVENTS

A.✓ 2017-0523

**FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN
EXPANSION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$150,000.00 FOR THE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN EXPANSION

BA FAYETTEVILLE SENIOR ACTIVITY AND WELLNESS CENTER KITCHEN

A.✓ 2017-0527

EXPANSION:

BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID #17-39 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$366,000.00 FOR CONSTRUCTION OF THE WATER AND SEWER OUTBUILDINGS, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$36,600.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.

BA BID #17-39 BENCHMARK CONSTRUCTION OF NWA, INC.

A.✓ 2017-0500

MCCLELLAND CONSULTING ENGINEERS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$107,144.55 FOR ENGINEERING SERVICES ASSOCIATED WITH UTILITY RELOCATIONS ALONG HIGHWAY 16 BETWEEN COLLEGE AVENUE AND HUNTSVILLE ROAD REQUIRED FOR ARKANSAS DEPARTMENT OF TRANSPORTATION JOB 040579, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$10,714.45

Attachments: MCCLELLAND CONSULTING ENGINEERS, INC

A✓11 2017-0501

HAWKINS-WEIR ENGINEERS, INC.:

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$121,800.00 FOR ENGINEERING SERVICES RELATED TO THE GOSHEN AND BENSON WATER TANK IMPROVEMENTS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$12,180.00

Attachments: HAWKINS-WEIR ENGINEERS, INC

A✓12 2017-0503

SCOTT HANCOCK CONVEYANCE OF A PERMANENT ACCESS EASEMENT:

A RESOLUTION TO APPROVE THE CONVEYANCE OF A PERMANENT ACCESS EASEMENT TO SCOTT HANCOCK ACROSS PART OF THE SOUTH PORTION OF THE GULLEY ROAD WATER TANK PROPERTY TO ALLOW A SECONDARY POINT OF ACCESS

Attachments: SCOTT HANCOCK ACCESS EASEMENT

A✓13 2017-0505

GARDEN DISTRICT TOWNHOMES, LLC:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH GARDEN DISTRICT TOWNHOMES, LLC FOR CONSTRUCTION OF A SEWER MAIN ALONG A PORTION OF 9th STREET BETWEEN SOUTH COLLEGE AVENUE AND SOUTH WASHINGTON AVENUE WITH THE TOTAL COST TO GARDEN DISTRICT TOWNHOMES NOT TO EXCEED \$5,611.14

Attachments: GARDEN DISTRICT TOWNHOMES, LLC

B. Unfinished Business:

B. 1 2017-0483

**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS.
ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: LSD 17-5775 (324 E. 12TH PLACE/MORGAN MANOR APTS)

At the September 19, 2017 City Council Meeting this resolution was tabled to the October 3, 2017 City Council Meeting.

C. New Business:

C. 1 2017-0510

STARR DRIVE WATER COST SHARE:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE A COST SHARE AGREEMENT WITH ROBERT MARTIN, ANDREW WILLIAMS, AND NICK BANKS FOR THE INSTALLATION OF WATER MAIN ALONG A 1,520 FOOT PORTION OF NORTH STARR DRIVE, WITH THE ESTIMATED AMOUNT TO BE PAID BY THE CITY OF FAYETTEVILLE NOT TO EXCEED \$23,950.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$4,790.00

Attachments: STARR DRIVE WATER COST SHARE

C. 2 2017-0507

OVIVO USA, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVE THE PURCHASE OF REPAIR PARTS FOR A SCREENING UNIT AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY FROM OVIVO USA, LLC IN THE AMOUNT OF \$35,252.93

Attachments: OVIVO USA, LLC

✓
Per Tim N.
Move to
Oct 17th mtg.
2017-0522

COATING INSPECTION SERVICES, LLC:

AN ORDINANCE TO WAIVE THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND ACCEPT THE PROPOSAL WITH MARK'S WATER WAGON, LLC D/B/A COATING INSPECTION SERVICES IN THE AMOUNT OF \$99,800.00 TO PERFORM CONCRETE REPAIR WORK ON A CLARIFIER AT THE WEST SIDE WATER RESOURCE RECOVERY FACILITY

Attachments: COATING INSPECTION SERVICES, LLC

✓
2017-0502

BID #17-55 A&A SERVICE ELECTRIC INC.:

A RESOLUTION TO AWARD BID #17-55 AND AUTHORIZE A CONTRACT WITH A&A SERVICE ELECTRIC, INC. IN THE AMOUNT OF \$810,483.00 FOR THE INSTALLATION OF LIGHTING ALONG THE MUD CREEK TRAIL AND THE NORTHERN PORTION OF THE RAZORBACK REGIONAL GREENWAY, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$16,209.66, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: BID #17-55 A&A SERVICE ELECTRIC INC.
BA BID #17-55 A&A SERVICE ELECTRIC INC.

✓
A.5
C.S.
2017-0512

HEARTH HOMELESS HOUSING PROGRAM:

A RESOLUTION TO AUTHORIZE THE ADDITION OF 1.0 FULL TIME EQUIVALENT POSITION TO THE COMMUNITY RESOURCES DIVISION TO HIRE A THIRD CASE MANAGER TO PROVIDE HOUSING SERVICES FOR HOMELESS FAYETTEVILLE RESIDENTS

Attachments: HEARTH HOMELESS HOUSING PROGRAM

CV6 2017-0509

RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5915 FOR APPROXIMATELY 2.38 ACRES LOCATED WEST OF 825 SOUTH RAZORBACK ROAD FROM I-1, HEAVY COMMERCIAL & LIGHT INDUSTRIAL TO UT, URBAN THOROUGHFARE

Attachments: RZN 17-5915 (S. 825 S. RAZORBACK RD./RAZORBACK RD)

C. 7
Consent 2017-0519**TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT:**

A RESOLUTION TO APPROVE A PAYMENT IN THE AMOUNT OF \$4,000.00 TO THE UNIVERSITY OF ARKANSAS FOR COSTS ASSOCIATED WITH A TRAIL OF TEARS MEMORIAL, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT
BA TRAIL OF TEARS MEMORIALIZATON HISTORICAL EVENT

C. 8
Moved to
Consent 2017-0508**2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN:**

A RESOLUTION TO ADOPT THE 2018-2022 FIVE-YEAR CAPITAL IMPROVEMENTS PLAN

Attachments: 2018-2022 FIVE YEAR CAPITAL IMPROVEMENTS PLAN

CV9 2017-0518

COMMERCE DISTRICT LAND SELL:

A RESOLUTION TO SELL ABOUT 9.6 ACRES OF LAND IN THE COMMERCE DISTRICT TO CLOUD CITY LP FOR \$153,600.00

Attachments: COMMERCE PARK LAND SELL

C.10 2017-0525**NETWORK EPISODIC TELEVISION SERIES:**

A RESOLUTION TO EXPRESS THE CITY COUNCIL'S INTENT TO PARTICIPATE IN FUNDING FOR A NETWORK EPISODIC TELEVISION SERIES BEING FILMED IN FAYETTEVILLE IN AN AMOUNT NOT TO EXCEED \$500,000.00 OVER A TWO-YEAR PERIOD

Attachments: NETWORK EPISODIC TELEVISION SERIES:

C.11 2017-0532

SMALL CELL COMMUNICATIONS FACILITIES:

AN ORDINANCE TO ENACT § 110.03 SMALL CELL FACILITIES AND NETWORKS INTO CHAPTER 110: TELECOMMUNICATION FRANCHISE, BILLPOSTING, AND SMALL CELL FACILITIES AND NETWORKS

Attachments: SMALL CELL COMMUNICATIONS FACILITIES

C.12 2017-0533

AMEND TOWN AND GOWN ADVISORY COMMITTEE:

AN ORDINANCE TO AMEND § 33.360 PURPOSE AND ESTABLISHMENT, § 33.361 COMPOSITION, AND § 33.364 MEETINGS OF ARTICLE XXIV TOWN AND GOWN ADVISORY COMMITTEE OF THE FAYETTEVILLE CITY CODE TO EXPAND THE SCOPE OF THE COMMITTEE'S DUTIES; TO REDEFINE THE MEMBERSHIP OF THE COMMITTEE TO BETTER FIT THE NEW PURPOSE AND MINIMIZE REDUNDANCY OF CITY AND UNIVERSITY STAFF ON THE COMMITTEE; AND TO REDUCE THE NUMBER OF REQUIRED MEETINGS FROM FOUR TO TWO EACH YEAR

Attachments: AMEND TOWN AND GOWN ADVISORY COMMITTEE

D. City Council Agenda Session Presentations:

D.1 2017-0514

D.2 Sup CIP - Paul Tucker

AGENDA SESSION PRESENTATION - WALTON ARTS CENTER UPDATE

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE