

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

Alderman Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
January 16, 2018**

A meeting of the Fayetteville City Council was held on January 16, 2018 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. Public Facilities Board Appointment.

Approved

2. Housing Authority Board Appointment.

To be approved at a later date.

3. Presentation of The City of Fayetteville Martin Luther King Brotherhood Award - Kit Williams.
4. State of The City Address - Mayor Lioneld Jordan.

Agenda Additions

A. Consent:

1. Approval of the January 2, 2018 City Council Meeting Minutes.

Approved

2. **ESRI, INC.:** A resolution to authorize Mayor Jordan to sign a three-year enterprise license agreement with ESRI, Inc. in the amount of \$50,000.00 per year for the continued use of Geographic Information System Software, and to approve a project contingency in the amount of \$5,000.00 per year.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 30-18

3. **J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:** A resolution to authorize the purchase of an emergency backup generator from J.A. Riggs Tractor Company D/B/A Riggs Cat in the amount of \$127,079.25, pursuant to a National Joint Powers Alliance Cooperative Purchasing Agreement, for use at the Gregg Street Wastewater Lift Station.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 31-18

4. **ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:** A resolution to approve Fayetteville Police Department policies on the labor management team, narcotic overdose treatment, and traffic enforcement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 32-18

5. **BID #17-72 FERRARA FIRE APPARATUS, INC.:** A resolution to award bid #17-72 and authorize the purchase of a mobile air cascade system trailer unit from Ferrara Fire Apparatus, Inc. in the amount of \$114,675.00 plus applicable taxes.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 33-18

6. **TRANSPORTATION BLOCK GRANT PROGRAM FUNDS:** A resolution to express the willingness of the City of Fayetteville to apply for and utilize federal-aid surface transportation block grant program funds in the amount of \$350,000.00 to design the West Howard Nickell Road & Highway 112 Intersection Improvement Project, and to approve a city match of \$35,000.00 for the project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 34-18

B. Unfinished Business: None

C. New Business:

1. **RFP #17-17 RJR ENTERPRISES, INC.:** A resolution to award RFP #17-17 and authorize a contract with RJR Enterprises, Inc. in the amount of \$369,846.00 for the construction of a splash pad and restrooms at Walker Park, to approve a project contingency in the amount of \$33,054.00, and to approve a budget adjustment recognizing parkland dedication fees in the amount of \$82,900.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 35-18

2. **ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:** An ordinance to approve the annexation petition of the McFarland Family Trust and annex 68.65 acres adjoining and west of the proposed northern expansion of Ruppel Road.

THIS ORDINANCE WAS TABLED INDEFINITELY

3. **RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:** An ordinance to rezone that property described in rezoning petition RZN 17-5991 for approximately 68.65 acres located west of North Ruppel Road from r-a, residential agricultural to rsf-4, residential single family, 4 units per acre.

THIS ORDINANCE WAS TABLED INDEFINITELY

D. City Council Agenda Session Presentations:

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

E. City Council Tour

F. Announcements

Adjournment: 6:40 p.m.

City Council Meeting:

January 16, 2018

Adjourn: 6:40 pm

Subject:	Roll				
<i>Bunch arrived late</i>	La Tour	✓			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	Mayor Jordan	✓			

9-0

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

Subject:	PUBLIC FACILITIES BOARD APPOINTMENT				
Motion To:		Approve			
Motion By:		Kinion			
Seconded:		Gray			
<u>Approved</u>	La Tour	N			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	Absent			
	Mayor Jordan				

6-1

Subject:	HOUSING AUTHORITY BOARD APPOINTMENT				
Motion To:		Approve	Deney		
Motion By:		Kinion	La Tour		
Seconded:		Gray	Marsh		
<u>No ONE WAS Approved</u>	La Tour	N	✓		
	Smith	N	N		
	Gray	✓	✓		
	Marsh	N	✓		
	Kinion	N	N		
	Petty	✓	N		
	Tennant	N	N		
	Bunch	N	N		
	Mayor Jordan				

2-6
failed3-5
failed

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>Marsh</i>			
<i>Approved</i> 30-18 34-18	A.1 - A.6	La Tour	✓		
		Smith	✓		
		Gray	✓		
		Marsh	✓		
		Kinion	✓		
		Petty	✓		
		Tennant	✓		
		Bunch	✓		
		Mayor Jordan			

8-0

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

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

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

Subject:	RFP #17-17 RJR ENTERPRISES, INC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Gray</i>			
Seconded:		<i>La Tour</i>			
C. 1 New Business <i>Approved</i> <i>35-18</i>	La Tour	✓			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	Mayor Jordan				

8-6

Subject:	ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL				
Motion To:		<i>Table</i> <i>Indefinitely</i>			
Motion By:		<i>Tennant</i>			
Seconded:		<i>Marsh</i>			
C. 2 New Business <i>Tabled</i> <i>Indefinitely</i>	La Tour	✓			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	Mayor Jordan				

8-0

Subject:	RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL				
Motion To:		<i>table Indefinitely</i>			
Motion By:					
Seconded:					
C. 3 New Business <i>Tabled Indefinitely</i>	La Tour	<i>✓</i>			
	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	Mayor Jordan				

8-0

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **January 17, 2018**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of January 16, 2018**

1. A resolution to authorize Mayor Jordan to sign a three-year enterprise license agreement with ESRI, Inc. in the amount of \$50,000.00 per year for the continued use of geographic information system software, and to approve a project contingency in the amount of \$5,000.00 per year.
2. A resolution to authorize the purchase of an emergency backup generator from J.A. Riggs Tractor Company d/b/a Riggs CAT in the amount of \$127,079.25, pursuant to a National Joint Powers Alliance Cooperative purchasing agreement, for use at the Gregg Street wastewater lift station.
3. A resolution to approve Fayetteville Police Department policies on the labor management team, narcotic overdose treatment, and traffic enforcement.
4. A resolution to award bid #17-72 and authorize the purchase of a mobile air cascade system trailer unit from Ferrara Fire Apparatus, Inc. in the amount of \$114,675.00 plus applicable taxes.
5. A resolution to express the willingness of the City of Fayetteville to apply for and utilize federal-aid surface transportation block grant program funds in the amount of \$350,000.00 to design the West Howard Nickell Road & Highway 112 intersection improvement project, and to approve a city match of \$35,000.00 for the project.
6. A resolution to award RFP #17-17 and authorize a contract with RJR Enterprises, Inc. in the amount of \$369,846.00 for the construction of a splash pad and restrooms at Walker Park, to approve a project contingency in the amount of \$33,054.00, and to approve a budget adjustment recognizing parkland dedication fees in the amount of \$82,900.00.

City of Fayetteville, Arkansas

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



City Council Meeting Final Agenda

Tuesday, January 16, 2018

5:30 PM

City Hall Room 219

City Council Members

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

Kyle Smith 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. [2017-0772](#)**

PUBLIC FACILITIES BOARD APPOINTMENT

Attachments: [PUBLIC FACILITIES BOARD APPOINTMENT](#)

2. [2018-0008](#)

HOUSING AUTHORITY BOARD APPOINTMENT

Attachments: [HOUSING AUTHORITY BOARD APPOINTMENT](#)

3. [2017-0685](#)

PRESENTATION OF THE CITY OF FAYETTEVILLE MARTIN LUTHER KING
BROTHERHOOD AWARD - KIT WILLIAMS

4. [2017-0684](#)

STATE OF THE CITY ADDRESS - MAYOR LIONELD JORDAN

Agenda Additions**A. Consent****A. 1 [2018-0010](#)**

APPROVAL OF THE JANUARY 2, 2018 CITY COUNCIL MEETING MINUTES

A. 2 [2017-0752](#)**ESRI, INC.:**

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$50,000.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00 PER YEAR

Attachments: [ESRI, INC.](#)

A. 3 [2017-0760](#)**J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:**

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN EMERGENCY BACKUP GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$127,079.25, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE AT THE GREGG STREET WASTEWATER LIFT STATION

Attachments: [J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT](#)

A. 4 [2018-0005](#)**ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:**

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON THE LABOR MANAGEMENT TEAM, NARCOTIC OVERDOSE TREATMENT, AND TRAFFIC ENFORCEMENT

Attachments: [ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES](#)

A. 5 [2018-0007](#)**BID #17-72 FERRARA FIRE APPARATUS, INC.:**

A RESOLUTION TO AWARD BID #17-72 AND AUTHORIZE THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER UNIT FROM FERRARA FIRE APPARATUS, INC. IN THE AMOUNT OF \$114,675.00 PLUS APPLICABLE TAXES

Attachments: [BID #17-72 FERRARA FIRE APPARATUS](#)

A. 6 [2017-0770](#)**TRANSPORATION BLOCK GRANT PROGRAM FUNDS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID SURFACE TRANSPORATION BLOCK GRANT PROGRAM FUNDS IN THE AMOUNT OF \$350,000.00 TO DESIGN THE WEST HOWARD NICKELL ROAD & HIGHWAY 112 INTERSECTION IMPROVEMENT PROJECT, AND TO APPROVE A CITY MATCH OF \$35,000.00 FOR THE PROJECT

Attachments: [TRANSPORATION BLOCK GRANT PROGRAM FUNDS](#)

B. Unfinished Business: None**C. New Business****C. 1** [2017-0773](#)**RFP #17-17 RJR ENTERPRISES, INC.:**

A RESOLUTION TO AWARD RFP #17-17 AND AUTHORIZE A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$369,846.00 FOR THE CONSTRUCTION OF A SPLASH PAD AND RESTROOMS AT WALKER PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$33,054.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARKLAND DEDICATION FEES IN THE AMOUNT OF \$82,900.00

Attachments: [RFP #17-17 RJR ENTERPRISES, INC.:](#)
 [BA_RFP #17-17 RJR ENTERPRISES, INC.](#)

C. 2 [2018-0003](#)**ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:**

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION OF THE MCFARLAND FAMILY TRUST AND ANNEX 68.65 ACRES ADJOINING AND WEST OF THE PROPOSED NORTHERN EXPANSION OF RUPPLE ROAD

Attachments: [ANX 17-5990 \(NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST\) APPEAL](#)

C. 3 [2018-0004](#)**RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5991 FOR APPROXIMATELY 68.65 ACRES LOCATED WEST OF NORTH RUPPLE ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments: [RZN 17-5991 \(N. OF RUPPLE RD./MCFARLAND FAMILY TRUST\) APPEAL](#)

D. City Council Agenda Session Presentations**D. 1** [2017-0677](#)

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

D. 2 [2017-0678](#)

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

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

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

Below is a portion of the Rules of Order and Procedure of the Fayetteville City Council pertaining to City Council meetings:

Agenda Additions: A new item which is requested to be added to the agenda at a City Council meeting should only be considered if it requires immediate City Council consideration and if the normal agenda setting process is not practical. The City Council may only place such new item on the City Council meeting's agenda by suspending the rules by two-thirds vote. Such agenda addition shall be heard prior to the Consent Agenda.

Consent Agenda: Consent Agenda items shall be read by the Mayor and voted upon as a group without discussion by the City Council. If an Alderman wishes to comment upon or discuss a Consent Agenda item, that item shall be removed and considered immediately after the Consent Agenda has been voted upon.

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 an alderman later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk's Office no later than 9:00 A.M. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the City Council. 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 a City Council member 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.

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 Kyle Smith
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
January 2, 2018**

A meeting of the Fayetteville City Council was held on January 2, 2018 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 Members Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Kyle Smith, 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:

Election of Vice Mayor

Mayor Jordan opened the floor for nominations.

Council Member Marsh nominated Council Member Kinion due to his excellent attendance record and consistency in reading the agenda packets.

Council Member La Tour nominated Council Member Petty due to his reasoning ability, his desire to see the city developed in a smart way, and his articulate skills.

Council Member Petty: I appreciate the nomination, but I will turn it down this time since we just did this about a month ago.

Council Member Marsh moved to nominate Council Member Kinion as Vice Mayor. Council Member La Tour moved to nominate Council Member Petty as Vice Mayor. Upon roll call Council Member Kinion was elected as Vice Mayor with a vote of 7-1. Council Members Bunch, Smith, Gray, Marsh, Kinion, Petty, and Tennant voting for Council Member Kinion. Council Member La Tour abstained.

Council Member Kinion was elected as Vice Mayor

Monthly Financial Report - Paul Becker

Paul Becker, Chief Financial Officer gave a summary of the Monthly Financial Report.

Report of the Firemen's and Policemen's Pension and Relief Fund

Mayor Jordan presented the report on the Firemen's Pension and Policemen's Pension to the City Council.

A copy of the report is attached.

Agenda Additions: None

Consent:

Approval of the December 19, 2017 City Council Meeting Minutes.

Approved

Arkansas Department of Transportation: A resolution to approve an agreement of understanding with the Arkansas Department of Transportation for the acceptance of an 80/20 Arkansas Transportation Alternatives Program Federal-Aid Grant in the amount of \$280,000.00 for the installation of lighting along the Cato Springs Trail, and to approve a budget adjustment.

Resolution 01-18 as recorded in the office of the City Clerk

Bid #17-49 Summit Truck Group: A resolution to award Bid #17-49 and authorize the purchase of three (3) International 7300 4x2 Recycling Trucks with Kann Bodies in the total amount of \$507,300.00 from Summit Truck Group of Lowell, Arkansas for use by the Recycling and Trash Collection Division.

Resolution 02-18 as recorded in the office of the City Clerk

Bid #17-64 Williams Tractor: A resolution to award Bid #17-64 and authorize the purchase of a Bobcat S-595 Skid Steer and 84-inch Angle Broom in the total amount of \$46,298.00 from Williams Tractor of Fayetteville, Arkansas for use by the Recycling and Trash Collection Division.

Resolution 03-18 as recorded in the office of the City Clerk

Bid #17-59 Bulk Crushed Rock Salt: A resolution to award Bid #17-59 and authorize the purchase of bulk crushed rock salt from Central Salt, LLC for \$73.00 per ton for materials picked up and \$75.65 per ton for materials delivered as needed through the 2018 winter season.

Resolution 04-18 as recorded in the office of the City Clerk

Bid #18-01 Custom Pavement Maintenance and Safety, LLC: A resolution to award Bid #18-01 and authorize the purchase of reflectorized paint markings from Custom Pavement Maintenance and Safety, LLC in variable amounts and for varying unit prices as needed through the end of 2018.

Resolution 05-18 as recorded in the office of the City Clerk

Bid #18-02 Curb and Gutter Construction: A resolution to award Bid #18-02 and authorize the purchase of curb and gutter construction from Fochtman Enterprises, Inc. as a primary supplier in variable amounts, and authorizing the use of other bidders based on price and availability, as needed through the end of 2018.

Resolution 06-18 as recorded in the office of the City Clerk

Bid #18-03 Truck Hauling Services: A resolution to award Bid #18-03 and authorize the purchase of truck hauling services from B&B Roofing and Construction of Arkansas, LLC as primary supplier, and to authorize the use of other bidders based on price and availability as needed through the end of 2018.

Resolution 07-18 as recorded in the office of the City Clerk

Bid #18-04 Concrete Purchase: A resolution to award Bid #18-04 and authorize the purchase of concrete from Tune Trucking, Inc. d/b/a Tune Concrete Company as primary supplier in variable amounts and to authorize the use of other bidders based on price and availability as needed through the end of 2018.

Resolution 08-18 as recorded in the office of the City Clerk

Bid #18-05 Aggregate Materials: A resolution to award Bid #18-05 and authorize the purchase of aggregate materials from Hunt Rogers Materials, LLC as primary supplier and to authorize the use of various secondary vendors as needed through the end of 2018.

Resolution 09-18 as recorded in the office of the City Clerk

Bid #18-07 Hillside Gravel: A resolution to award Bid #18-07 and authorize the purchase of Hillside Gravel from Les Rogers, Inc. in varying amounts and for variable unit prices as needed through the end of 2018.

Resolution 10-18 as recorded in the office of the City Clerk

Bid #18-08 Plastic Drainage Pipe: A resolution to award Bid #18-08 and authorize the purchase of plastic drainage pipe from Ferguson Waterworks as the primary supplier and authorizing the use of other bidders based on price and availability, as needed through the end of 2018.

Resolution 11-18 as recorded in the office of the City Clerk

Bid #18-09 Concrete Drainage Pipe: A resolution to award Bid #18-09 and authorize the purchase of concrete drainage pipe from Scurlock Industries, Inc. in variable amounts and for varying unit prices as needed through the end of 2018.

Resolution 12-18 as recorded in the office of the City Clerk

Bid #18-10 Screened Topsoil: A resolution to award Bid #18-10 and authorize the purchase of screened topsoil from Les Rogers, Inc. as primary supplier and Sweetser Construction, Inc. as secondary supplier in variable amounts and for varying prices as needed through the end of 2018.

Resolution 13-18 as recorded in the office of the City Clerk

Bid #18-11 Retaining Wall Blocks: A resolution to award Bid #18-11 and authorize the purchase of retaining wall blocks from various vendors for varying unit prices as needed through the end of 2018.

Resolution 14-18 as recorded in the office of the City Clerk

Bid #18-12 High Performance Cold Mix Asphalt: A resolution to award Bid #18-12 and authorize the purchase of high performance cold mix asphalt from Hutchens Construction Co. as primary supplier and Atlas Asphalt, Inc. as secondary supplier in variable amounts and for varying prices as needed through the end of 2018.

Resolution 15-18 as recorded in the office of the City Clerk

Bid #18-13 Construction Debris Waste Disposal Services: A resolution to award Bid #18-13 and authorize the purchase of construction debris waste disposal services from Holtzclaw Excavating, Inc. in the amount of \$10.00 per load as needed through the end of 2018.

Resolution 16-18 as recorded in the office of the City Clerk

Bid #18-15 Decorative Fencing: A resolution to award Bid #18-15 and authorize the purchase of decorative fencing from Thomas Fence as primary supplier and Robinson Fence as secondary supplier and authorizing the use of other bidders based on price and availability as needed through the end of 2018.

Resolution 17-18 as recorded in the office of the City Clerk

2018 T-Hangar Lease Agreements: A resolution to approve T-Hangar lease agreements in 2018 at the current rental rate or as adjusted upward by the Airport Board for all T-Hangars rented at the Fayetteville Executive Airport.

Resolution 18-18 as recorded in the office of the City Clerk

McGoodwin, Williams and Yates, Inc.: A resolution to approve a professional engineering services agreement with McGoodwin, Williams and Yates, Inc. in the amount of \$573,309.00 for the engineering design of the East Fayetteville Water System Improvements and Township Tank Project, and approving a contingency in the amount of \$57,331.00.

Resolution 19-18 as recorded in the office of the City Clerk

833 North Crossover Road: A resolution to approve a budget adjustment in the amount of \$174,135.00 recognizing revenue from the sale of the Fire Prevention Bureau at 833 North Crossover Road.

Resolution 20-18 as recorded in the office of the City Clerk

G&W Diesel Service, Inc.: A resolution to approve the purchase of a 2018 Pierce Arrow XT Fire Apparatus from G&W Diesel Service, Inc. in the amount of \$893,472.00 plus a performance and payment bond at a cost of \$3,000.00 pursuant to the Houston-Galveston Area Council Cooperative Purchasing contract, to approve a project contingency in the amount of \$15,000.00, and to approve a budget adjustment.

Resolution 21-18 as recorded in the office of the City Clerk

Black Hills Energy Arkansas, Inc.: A resolution to approve the conveyance of right of way and easement to Black Hills Energy Arkansas, Inc. across a portion of the West Side Wastewater Treatment Facility property and other city-owned property along Broyles road.

Resolution 22-18 as recorded in the office of the City Clerk

Arkansas Fire and Police Pension Review Board: A resolution to approve a budget adjustment in the amount of \$1,600.00 recognizing revenue from the Arkansas Fire and Police Pension Review Board for the future supplemental benefits paid to pensioners.

Resolution 23-18 as recorded in the office of the City Clerk

Washington County Jail Services Ninth Amended Interlocal Agreement: A resolution to approve the Ninth Amended Interlocal Agreement for Jail Services with Washington County, Arkansas continuing the booking fee at \$62.00 per prisoner in 2018.

Resolution 24-18 as recorded in the office of the City Clerk

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

Unfinished Business:

Energy Action Plan: A resolution to accept and adopt an Energy Action Plan for the City of Fayetteville. *This resolution was tabled to the January 2, 2018 City Council meeting.*

Peter Nierengarten, Sustainability & Resilience Director gave a brief description of the resolution. He spoke about the cost and benefits of green roofs versus traditional roofs. He spoke about the 100% city wide operational goal of being powered by clean energy by the year 2030. He spoke about SWEPCO being in the building stage of the largest wind farm in the United States in the panhandle of Oklahoma. He discussed renewable energy credits.

Council Member La Tour: Part of our framework for action, we make the statement that we'll make appropriate infill and revitalization our highest priority. How would that impact a developer with a 20-acre tract who wants to build \$300,000 homes?

Peter Nierengarten: That goal comes directly from City Plan 2030. It relates to the transportation efficiency associated with development. Encouraging development in a location at an appropriate density that allows for transportation options other than single occupant vehicles to increase the efficiency of the transportation component of the Energy Action Plan.

Council Member La Tour: If I was that developer, I'd think I'm out of luck because the city won't approve my development since you can't walk or ride a bike to it?

Peter Nierengarten: There are high level goals that guide city policy. There are ordinances and development regulations that fit under those high-level goals. Over time the objective is to try to align those so they complement one another. Without knowing the specifics of a project, I can't answer whether the developer would be out of luck. The high-level goal of City Plan 2030 along with the Energy Action Plan is to move towards more efficient transportation options and appropriate infill.

Council Member La Tour spoke about solar and wind energy and the cost associated with it. He stated he doesn't want this plan to inhibit the development of the city. He stated he's afraid if further regulations are adopted, it will slow down development. He stated more tax base is needed in the city. He stated, if we have already stated that our purpose is to encourage appropriate infill and revitalization in the 2030 Plan, he requested to know why it must be restated in the Energy Action Plan.

Peter Nierengarten: Because part of the scope of the Energy Action Plan is to include that transportation sector in reductions in carbon emissions. One of the things we are trying to do as staff, in terms of presenting plans for adoption at the Council level, is creating a nexus between our various plans. It is appropriate to restate those goals to add specificity to them where they apply in an energy context as opposed to a land use or transportation context. That is why they're in this plan, as well as in the City Plan document.

Council Member La Tour: From your perspective, a good plan will encourage people not to drive single occupant vehicles. What you are telling me is that we want to tie our development with our transportation and because we don't like single occupant vehicles, then we need to encourage just development where you don't have to drive a car.

Peter Nierengarten: I don't think this plan says anywhere that we don't like single occupancy vehicles. What the plan does note, is the transportation sector emissions for Fayetteville have been on an upward trajectory. The primary reason for that is increase in vehicle miles traveled, particularly those vehicle miles that are single occupancy driven vehicles. We want to provide options for people.

Council Member La Tour: If I'm a developer on the west side of town and it isn't infill and not connected closely to our transportation goals, would that be reason enough to deny the developer to build?

Peter Nierengarten: I can't provide judgement on that level of detail. There may be other factors to consider.

Council Member Marsh: This is a fantastic plan. Thank you to Peter and his team. A recent study by the Center for Neighborhood Technology found that for every dollar we spend on energy, ninety-seven cents leaves our state. When we waste energy, we waste money. Sustainability was a key focus sector identified in the Fayetteville First Economic Vitality Plan. I appreciate the cross-sector goals in the plan, specifically the goal to reduce housing and transportation cost to less than 45% of median income. I like the focus on growing green jobs and the green economy. There are several goals I felt weren't ambitious enough on the LED streetlights. We have the goal of 100% LED streetlights by 2030. Data shows that lighting retrofits have some of the fastest payback periods. Replacing these on a quicker timeline would help us improve our neighborhoods and dark sky issues. What was the thinking in setting that at 2030 instead of 2020?

Peter Nierengarten: The rationale for that date was the scope of retrofitting all the streetlights in the City of Fayetteville. There are thousands of streetlights and very few are LED at this point. We are seeing some strong progress in that area.

A discussion followed about the magnitude of streetlights and resources needed to do the change outs.

Council Member Marsh believes the clean energy for local government goal could be reached by 2025. She wanted to know if the city had the ability to report on energy consumption and expenditure each month with the monthly sales tax report?

Peter Nierengarten: In terms of community wide?

Council Member Marsh: Maybe for the community, but at least for the municipal energy use. I'd like a report to City Council just like our monthly sales tax report. Could we include energy consumption on that?

Peter Nierengarten: We could probably do that. Are you talking about city government operations?

Council Member Marsh: Yes. I would like to see us challenge our neighbors in the region so we can compare, just as we do with sales tax. In the action items, you had assigned each one to a city department. I would like to see us go further and assign them to boards and committees. Once this is passed, I hope staff will move quickly to bring forward all the proposed policy changes for action items with any savings potential or their revenue neutral immediately.

Council Member Smith: I was impressed with the plans emphasis, not just on reduction of numbers, but how it contributes to social inequity issues. Can you highlight a couple of things you think draws that out?

Peter Nierengarten: The burden of energy inefficiency often falls on lower income members of the community, particularly in cold weather. A lot of older, less efficient homes that heat with electric resistance heat can see electric bills as high as \$400 per month to keep a home not even reasonably warm in the winter. Some of the focus in the plan specifically relate to collaborations with community resources, leveraging CDBG funds, and existing incentives available through utility companies to target some of the low-income folks needing assistance. We believe energy security and efficiency should not just be available to those with means, but should be available to every citizen in Fayetteville.

Council Member Smith: There's a 100 plus action item in this plan and some of them look familiar. How many are already in progress?

Peter Nierengarten: Roughly, 34 are ongoing or in progress. Another 12 are ready to be started.

Scott Collins, Ward 1 stated the Energy Action Plan was an excellent plan, except for one item. He believes the statement, making appropriate infill and revitalization the highest priority, needs to be removed from the city's plan because it's not definable.

Gary Kahanak, 952 South Washington Avenue stated the plan brings the issue of climate mitigation up front and center for the public. He spoke about energy efficiency, renewable, and clean energy. He stated there's no evidence going 100% wind and solar is feasible.

Joyce Hale, 285 West Cleburn stated she is President of the League of Women Voters of Washington County. She expressed their support for the Energy Action Plan. She stated she was encouraged by the plans long term view in an age of instant gratification. She spoke about clean curbside separation system.

Cyrus Young, 210 North Locust stated adopting the Energy Action Plan would not demonstrate leadership. He believes leadership can only be demonstrated by doing something specifically. He suggested the city require residential construction to have aluminum foil put on the outside walls and on roofs.

Keaton Smith, 88 East 4th St. spoke in favor of the Energy Action Plan.

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

Resolution 25-18 as recorded in the office of the City Clerk

Public Hearing:

Raze and Removal 171 E Meadow Street: A resolution to order the razing and removal of a dilapidated and unsafe structure on property owned by Paul Brickman located at 171 East Meadow Street in the City of Fayetteville, Arkansas, and to approve a budget adjustment of \$4,715.00.

Mayor Jordan opened the Public Hearing.

David Carver, Code Compliance Administrator gave a brief description of the resolution. He stated the address has been problematic with 18 requests for service in the past 5 years. Fayetteville's Police Department has experienced issues with transient activity and have received 12 calls in the past 5 years between the subject structure and the adjacent vacant structure. He stated the property owner has been inconsistent with communication and unresponsive to any intentions for abatement. He stated no building permits have been issued or applied for. Mr. Carver presented a PowerPoint showing photographs of the structure. He stated the foundation was sliding down the hill and the building was lifting off the foundation, which is a bad sign of settling. He stated there is inadequate ground wire coming from the main power. He stated that the failing foundation is lifting floor joist. He spoke about the failed foundation covered over with a parge coat, which is highly inconsistent with an adequate repair. He stated the structure had exposed insulation, inadequate plumbing, incorrect framing, incorrect blocking, vagrant activity, inadequate breaker box, and exposed wiring.

Council Member Marsh: I received an email from the property owner stating they were making improvements. They requested we table this to give them an opportunity to demonstrate that to a Code Official.

Mayor Jordan requested to know if the property owner was in attendance.

David Carver: The property owner lives in Maryland. He's been absentee.

Council Member Tennant: Do you have a timeframe in mind?

Council Member Marsh: I say we give them 30 days to demonstrate some significant improvements.

Mayor Jordan closed the Public Hearing.

Council Member Marsh moved to table the resolution to the February 6, 2018 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 February 6, 2018 City Council meeting.

New Business:

American Tower, LLC: A resolution to approve the agreements for assignment of two leases for cell tower sites from Smith Communications, LLC to American Tower, LLC as requested by Smith Communications, LLC.

City Attorney Kit Williams gave a brief description of the resolution.

David Reynolds, Applicant stated the agreements will all remain the same, but will be a different owner of the structures.

Council Member Petty moved to approve the resolution. Council Member La Tour seconded the motion. Upon roll call the motion passed unanimously.

Resolution 26-18 as recorded in the office of the City Clerk

Automatic Engineering: An ordinance to waive competitive bidding and to accept a repair quote of \$208,198.00, plus any applicable tax with Automatic Engineering to repair seven aerator gearboxes for the Noland Wastewater Facility.

City Attorney Kit Williams read the ordinance.

Tim Nyander, Utilities Director gave a brief description of the ordinance. The Water, Sewer, & Solid Waste Committee voted 3-0 to forward the item to City Council for approval.

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

City Attorney Kit Williams read the ordinance.

Council Member Gray 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 6023 as Recorded in the office of the City Clerk

2018 Asphalt Materials: An ordinance to waive the requirements of formal competitive bidding during 2018 for the purchase of asphalt materials for use by the Transportation Division, but to require informal quarterly bids or quotes.

City Attorney Kit Williams read the ordinance.

Terry Gulley, Transportation Services Director gave a brief description of the ordinance.

Mayor Jordan: Did this go through the Transportation Committee?

Terry Gulley: No. It is the same type of thing we do every year.

Don Marr, Chief of Staff: This was done with our bidding that you passed on the Consent Agenda.

Council Member La Tour: I can't tell the difference when I buy gasoline from one supplier to another. Is it the same with asphalt?

Terry Gulley: Yes. It's because they have engineered specifications they must meet.

Council Member La Tour: How many providers of asphalt do we have in Northwest Arkansas?

Terry Gulley: We normally have two bidders.

Council Member La Tour: Do we usually take the lower bid?

Terry Gulley: We always take the lower bid.

Council Member Gray moved to suspend the rules and go to the second reading. **Council Member Tennant** 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 Gray** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6024 as Recorded in the office of the City Clerk

2018 Overlay and Sidewalk Projects: A resolution to approve the Transportation Division Overlay and Sidewalk Projects List for 2018.

Terry Gulley, Transportation Services Director gave a brief description of the resolution. He stated the item had been through the Alternative Transportation Committee and the Transportation Committee and forwarded to City Council for consideration.

Council Member Smith stated he had supported the item at last the Transportation Committee meeting. He spoke about concerns from citizens of Halsell and Oliver. He requested Terry Gulley to elaborate on the process.

Terry Gulley stated the request has been on the list since 2014 and has floated around near the top since then. He stated the Active Transportation Committee forwarded the list. He believes it will help manage traffic on Razorback football game days. He stated it gives an alternative route from the steepness of trying to go up Cleveland Street. He spoke about additional connections.

Council Member Bunch: I received quite a few emails about this. One of the complaints was that putting in the sidewalk was going to take out a lot of sizable trees. Do you have any idea of how many?

Terry Gulley: There's a few large oaks. One of the issues with this street and sidewalk is that there's a 40-foot right-of-way there. It's approximately a 22-foot road at most. However, that lays almost exclusively on the southside of the right-of-way. The city owns the right-of-way close to 20 feet onto what most people would consider their property on the north side. There's a lot of right-of-way there and it's going to clean out several fence rows. There are a few oaks close to the street. It seems like there's more towards the east end than there is on the west end.

Council Member Smith: I know the city has the right to use the right-of-way. Has there been any work done with the neighbors that would be affected by the design sidewalk?

Terry Gulley: Once we get approved, Keith Shreve, Assistant Transportation Manager will meet with each property owner and discuss ways to minimize a disruption to them to the best of our ability. We can't avoid everything.

Ethel Simpson, Oliver and Halsell stated she is opposed to the sidewalk project. She spoke about neighborhood character, resource allocation, and overstatement of need in the area.

Rob Karas, 1666 Halsell stated he does find it dangerous on game days, which is seven days a year. He spoke about the trees in the area. He spoke about paths for walkers.

Steve Guinn, 1844 Halsell spoke in opposition of the resolution.

Barbara Fraleigh, 1624 Halsell spoke in opposition of the resolution.

Bill Curington, 1611 Halsell spoke in opposition of the resolution.

Teresa Turk, Citizen spoke in opposition of the resolution.

Council Member Smith stated when this came in front of the committee, there weren't other options presented. He stated he has had time to go back and look at other areas of Ward 4 that might still have a sidewalk need they could meet in place of this one. He spoke about amending the resolution to add sidewalks at Double Springs and Salem Road and removing Halsell and Oliver from the project.

Council Member Marsh: I was hoping we could send this back to the Active Transportation Advisory Committee for consideration. Council Member Smith's suggestion is a good one, but we have a lot of request in Ward 4. It would be good to approach it holistically in determining where we might reallocate this money.

Council Member Smith: I'm not opposed to that.

Council Member La Tour spoke about the background he has with Ethel Simpson and Rob Karas. He believes a sidewalk would improve the character of the neighborhood. He spoke about traffic safety on game days and other days of the year. He stated there are a lot of trees in the neighborhood. He stated that resource allocation could be argued because there is always a better place to spend money. He spoke about the amount of foot traffic through the neighborhood. He spoke in favor of keeping the sidewalks as proposed.

Mayor Jordan: Every year I sit down with staff and listen to what Council Members want to put on the list. A list goes to the Transportation Committee for them to weigh in and advise the Mayor on what they think is proper. This also includes the Alternative Transportation. I make the final decisions on the Sidewalk and Overlay Program. The reason I don't utilize that power is because I like getting input from the Council Members. At the end of the day, unless I contract the project out and I do it in-house, the staff works for the Mayor. They will build the sidewalks where I tell them to build the sidewalks.

Don Marr: My point to the Council and the Committees if you choose to go that route, is the discussion needs to make sure it considers time allocation and dollar allocation. I know Council Member Smith has looked at that because I've had that discussion with him. If the Alternative Transportation Committee changed recommendations to give additional advice to the Committee, I want an understanding this plan is at staffing capacity and at dollar capacity to our budget. Any options must fit within a replacement schedule of these dollars and time. At the end of the day the Mayor will make the call.

Council Member Petty: What is the urgency with getting this work plan adopted? When do you need it adopted to start?

Terry Gulley: We don't have any approved place to go. Once the weather breaks, we will want to begin with something on this list.

Don Marr: I'm sure the Mayor will give us a project to start with to make sure we are utilizing staff time and resources. It is time sensitive in the sense that we need work, but there's a lot of items on this list that could be done.

Council Member Petty: While I have respect for the Mayor's statutory authority, I'd like to get something passed so we're in agreement before the Mayor had to make that kind of call without us weighing in. If we're going to pull this project off for consideration, I hope we consider passing the remainder of it tonight. Alderman Lucas suggested this originally a few years ago. Council Member La Tour brought it back up and he's convinced me that he thinks this is the project with some compelling points. Because there have been so many Council Members who have requested this and you take the politics out of it, where does this fall in terms of the number of people this can help in the community? Is this at the top of the list for Ward 4?

Terry Gulley stated he looked at other alternative projects within the Ward and not limiting to what was on the list. He stated it was hard to find a lot of projects in Ward 4 in comparison to other Wards. He spoke about connectivity in areas of town.

Council Member Petty: When I measure the bottom line of what we do up here, it's how many people's lives are we improving with the dollars we are spending. Are there any projects more impactful than this one?

Terry Gulley stated he couldn't really come up with any. He spoke about Cleveland Street and stated the upper most point is 17% grade at the very top and feels like the current proposed project is an alternative. He stated their number one priority is Halsell and the Mt. Comfort cemetery connection was their second choice.

Council Member Petty: I trust staff to analyze these things. This process may seem to look political, but it shouldn't be. It should only be about how many people's lives we are making better. Mayor, I might come down on the side of don't ask Council. I don't believe we should divide the number of dollars being spent by Ward. We should divide it up by the number of people's lives that are being impacted.

Council Member Smith stated in the grand scheme he would support a more data driven approach to choosing where projects are being done. He spoke about population density.

A discussion followed about Sidewalk and Overlay Project processes being complementary or separate in isolation.

Don Marr spoke about city wide needs, not just Ward distribution of tax money. He stated needs are not created equally, due to the age of the Ward. He stated the ranking discussed earlier was for Ward 4, not a ranking for a city-wide impact.

Council Member La Tour: Terry Gulley told us there was no other place in Ward 4 that could use this money more than Halsell and Oliver. I agree with Council Member Petty that I would rather serve everybody in the City of Fayetteville, instead of specific Wards. If there were a less political way to distribute the money, I would vote for it. I'm not saying all the money has to be spent in Ward 4, but that's the system we are operating under now. If you don't like the system, then vote to change it. I received a few emails from people supporting the sidewalk. I doubt if there's another place in the City of Fayetteville that has 8,000 people walk past it in the street on an annual basis. It's crowds of people and dangerous. We need a sidewalk on Halsell and Oliver.

A discussion followed about procedural motions and the tabling of the item. Council Member La Tour requested the item to not be tabled.

Mayor Jordan: If it's tabled for two weeks, I'm not going to decide in the next three days to build a sidewalk on Halsell. I might not decide to build a sidewalk at all.

Council Member Marsh, Vice Chair of the Active Transportation Advisory Committee spoke about the way decisions were made. She stated they are trying to move away from the equitable allocation to each Ward, due to the disparity in each Ward. She discussed her desire to take the item back to the Committee.

Council Member Gray: We have talked about Halsell for many years. Our staff feels like this is the spot that needs to have sidewalks. It's not my Ward, but we are working for a walkable city. One thing that hasn't been mentioned is, how many people are going to walk that area once we do put the sidewalks in. If I were walking in that area, I would avoid that street. If it had sidewalks on it, I wouldn't avoid that street. As a governing body, we look at what is best for the city, not just certain places. I feel this is best for Fayetteville. The time is right and we shouldn't hold it any longer.

Council Member Kinion: We aren't locked into Ward equity. If we are really looking out for the bigger picture of the city, we have to consider areas that are older that need sidewalk repairs and connectivity. This wasn't required when the city built out in those areas. If it goes back to Committee, now is the time to discuss city wide needs based on the criteria utilized in the Active Transportation Committee. We can see if there is a need so important that it would override the current practice of equity within the Wards.

A discussion followed about City Council meeting dates.

Council Member Marsh moved to table the resolution to the February 6, 2018 City Council meeting. Council Member Smith seconded the motion. Upon roll call the motion to table failed 3-5. Council Members Smith, Marsh, and Kinion voting yes. Council Members Bunch, La Tour, Gray, Petty, and Tennant voting no.

Council Member Marsh spoke about the possibility of removing the Halsell and Oliver portions from the proposal and sending it back to Committee for further review. She stated the rest of the plan should be passed.

Council Member La Tour: If this goes before Committee, the recommendation of the Committee will be to delete the sidewalk on Halsell and Oliver based on the history of the last three years. I would like to see us not delete Halsell and Oliver. Please pass it the way the staff has recommended.

A discussion followed about staff recommendations and allocation of dollars city wide.

Council Member Marsh spoke about the involvement of the Active Transportation Advisory Committee in selecting the sidewalks. She stated when a neighborhood doesn't want it, then it shouldn't be a definitive barrier, but believes it's reasonable cause for reconsideration. She stated Oliver Avenue was one of her recommendations to the Committee. She spoke about Ward equity.

Council Member Petty stated even though he feels strongly they should use data driven decision making at all times, he feels they are so far along in the process and hesitant to reverse course in the middle of it. He stated in terms of being consistent, if talking about reversing course, he questions why they aren't examining the full list instead of just one project. He asked Council Member Smith if the Active Transportation Advisory Committee and the Transportation Committee came back and recommended something that's not in Ward 4, would he be able to support it?

Council Member Smith: That was a conversation I had with the neighbors who were opposing this. They didn't have an objection to it. The rest of the Ward, I think they would prefer to have it in their own neighborhood, but given our current state of being pretty well taken care of, I'd support the Active Transportation Advisory Committee.

Council Member Petty: This idea is being framed up as a policy change in sending it back to the Committee. Every member of the Council needs to understand what this vote means in proxy, if we're doing that. It's not the specific resolution being put to us. Infrastructure decisions should be made on a more technical basis.

Council Member La Tour: If we want to change the policy, fine. Let's do it by ordinance with three separate readings, instead of doing it on an ad hoc basis. I have misgivings about doing it this way. I would like to see us do it in a straight forward prescribed manner. I'd gladly support a policy allocating funds wherever in the city they are most needed and have some objective means of determining the need. Razorback Stadium creates a lot of traffic in Ward 4. There are thousands of people walking on a city street, sharing it with cars, and I'd say that was a need.

Ethel Simpson, Oliver and Halsell stated if something is not working and can be replaced by something better, it seems foolish to say we must do it this way, when there's a possibility of changing the way it should be done.

Drew Wallis, Active Transportation Advisory Committee member stated it should be approved because it will help many people walking to Razorback Stadium. He stated trying to help the most amount of people is something the Committee cares about.

Rob Karas spoke about always doing the best for the city. He spoke about options of managing game day traffic.

Teresa Turk requested for Council Members to walk along Halsell and Oliver to see how narrow the street is. She stated a sidewalk is impractical and damaging to properties.

Steve Guinn spoke against the sidewalk on Halsell and Oliver.

Bill Curington spoke against the system of allocating resources by Ward. He stated to do this project and then change the policy because this project raised the issue, does not make sense to him.

Council Member Kinion: This isn't a policy, it's a practice. It's not in code.

City Attorney Kit Williams: You are correct. It's been a practice that has developed over the years. It makes sense to consider changing a practice that has gone on for a long time. It is a serious decision if you want to do that.

A discussion followed about City Council meeting dates.

Council Member Tennant: I could agree or disagree with this one. I don't know that it'll change anything, but it is tough for me to dismiss the conversations. I would support removing this one item and passing everything else. We should decide when it comes up again.

Council Member Marsh moved to amend the resolution to remove the Halsell and Oliver portions from the proposal and pass the rest of the proposed Sidewalk Plan and Overlay. Council Member Smith seconded the motion. Upon roll call the motion passed 6-2. Council Members Bunch, Smith, Marsh, Kinion, Petty, and Tennant voting yes. Council Members La Tour and Gray voting no.

City Attorney Kit Williams: The resolution could still be passed, minus the Halsell and Oliver portion.

Mayor Jordan: This is probably going to go to Active Transportation and the Transportation Committee again.

City Attorney Kit Williams: Those Committees can take it up, but in a month, it will be back before the City Council.

Council Member Kinion: If we approve it without this and it goes back through these Committees, is that allocation of money still allocated?

Don Marr: You are purely making a recommendation. The budget has been passed and the money is allocated. Unless the Mayor decides to contract with an outside contractor, that contract would be the only thing that would come back to you. He can proceed with your recommendations or change all of the recommendations. He directs the staff.

Council Member Marsh spoke about when the Active Transportation Advisory Committee would meet.

Council Member Marsh moved to approve the resolution. **Council Member Smith** seconded the motion. Upon roll call the motion passed 7-1. **Council Members Bunch, Smith, Gray, Marsh, Kinion, Petty, and Tennant** voting yes. **Council Member La Tour** voting no.

Resolution 27-18 as recorded in the office of the City Clerk

RZN 17-5997 (690 W. Whillock St./Moldenhauer): An ordinance to rezone that property described in rezoning petition RZN 17-5997 for approximately 0.54 acres located at 690 West Whillock Street from RSF-4, Residential Single Family, 4 units per acre to RI-12, Residential Intermediate, 12 units per acre.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. The Planning Commission and staff recommend approval.

Council Member La Tour: How much land is involved in this rezoning project?

Garner Stoll: Slightly over half an acre. The parcel is presently occupied by a vacant church.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 6025 as Recorded in the office of the City Clerk

RZN 17-6004 (1620 N. Porter Rd./Reagor): An ordinance to rezone that property described in rezoning petition RZN 17-6004 for approximately 0.55 acres located at 1620 North Porter Road from RSF-4, Residential Single Family, 4 units per acre to RI-U, Residential Intermediate-Urban.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. The Planning Commission and staff recommend approval.

Mayor Jordan: What was the vote of the Planning Commission?

Jonathan Curth, Senior Planner: I believe it was unanimous.

Byron Gunn, 1636 Linda Joe stated his concerns about flooding. He spoke in opposition of the ordinance.

Collins Andrews, 808 North Park stated he isn't opposed to the rezoning, but wants the city to pay attention to flooding because it is prevalent in the area.

Will Dockery, 4149 West Bradstreet Lane stated Lewis Park controls a lot of flooding in the area. He stated the flooding will be worse if Lewis Park is taken away.

Mayor Jordan requested information about flooding.

Garner Stoll: The floodplain is to the north. There is an existing floodplain and a number of duplexes in that floodplain constructed in the past. This is a small parcel of ground. The runoff from this ground isn't going to affect that floodplain.

Don Marr: Our codes require that post development can have no more impact than pre-development as it comes to the runoff of that property.

Garner Stoll: Single family duplexes are exempted from our flood mitigation. If they utilize the full extent of the requested zoning and build triplexes and fourplexes, they would be required to mitigate.

Council Member Marsh: I thought we had an 80% runoff, where there is no more than a 20% increase in total suspended solids and stormwater runoff.

Chris Brown, City Engineer: Right. The water quality piece is related to the 20%, but the 80% runoff allowed or you must treat the equivalent amount on site.

Council Member Marsh: You can impact quality up to 20%, but not quantity?

Chris Brown: Right. It's volume versus peak flow. There's a water quality piece and a water quantity, if it is larger than a single family or duplex.

Council Member Marsh: By allowing multi-family here, then those protections would kick in?

Chris Brown: It could, if they pursue a larger project.

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

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 6026 as Recorded in the office of the City Clerk

RZN 17-6015 (SE of 4847 W. Wedington Dr./Leisure Homes #2): An ordinance to rezone that property described in rezoning petition RZN 17-6015 for approximately 0.86 acres located South of Wedington Drive between 46th Street and Broyles Avenue from RSF-4, Residential Single Family, 4 units per acre to NC, Neighborhood Conservation.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. The Planning Commission and staff recommend approval.

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

City Attorney Kit Williams read the ordinance.

Council Member Kinion moved to suspend the rules and go to the third and final reading. Council Member Smith 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 6027 as Recorded in the office of the City Clerk

ADM 17-6010 (Lots 24-42 & Lots 68 & 69/Timber Trails Sd): An ordinance to amend Residential Planned Zoning District 04-1154 Timber Trails to allow single family homes on lots 24-42, 68 and 69.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. The Planning Commission and staff recommend approval.

Council Member Kinion: Is this in the Hillside Protection?

Garner Stoll: It is not. It starts south of here and is heavily treed. The plan development committed to preserving 38% of the trees.

Council Member Kinion: If they go to single family, then they don't have to tree preservation, whereas if it is multi-family three units or more, they do. Is that correct?

Garner Stoll: That's correct. This is a planned district.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Members Bunch, Smith, Gray, Marsh, Kinion, Petty, and Tennant voting yes. Council Member La Tour was absent during the vote.

City Attorney Kit Williams read the ordinance.

Council Member Kinion moved to suspend the rules and go to the third and final reading. Council Member Tennant seconded the motion. Upon roll call the motion passed 7-0. Council Members Bunch, Smith, Gray, Marsh, Kinion, Petty, and Tennant voting yes. Council Member La Tour was absent during the vote.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Members Bunch, Smith, Gray, Marsh, Kinion, Petty, and Tennant voting yes. Council Member La Tour was absent during the vote.

Ordinance 6028 as Recorded in the office of the City Clerk

Amend §97.081 Intoxicating Beverages: An ordinance to amend §97.081 **Intoxicating Beverages** in Chapter 97: Parks and Recreation of the Fayetteville Code to allow the Mayor or the Mayor's designee to authorize the consumption, possession and sale of alcoholic beverages in city parks during special events.

City Attorney Kit Williams read the ordinance.

John Crow, Recreation Superintendent gave a brief description of the ordinance.

Council Member Marsh: Recently when approving a new private club, we required their staff members undergo training by Fayetteville Police Department on how to spot a fake ID. Will we be requiring that of potential alcoholic beverage vendors?

John Crow: I wouldn't say no to that. We haven't considered everything we are going to require them to do. It's going to be a case by case and event basis. We will defer to the Police Department for a lot of those. That is the main reason we want to go through the city-wide event permit process because it must go in front of Fire, Police, Mayor or his designee.

City Attorney Kit Williams: The Mayor is going to be approving the Special Events. It is what he would require rather than Parks or anybody else.

Council Member Marsh: I advise that we be consistent.

Don Marr: The Mayor and I had a discussion with the Police Chief about this. He expressed concerns that we be consistent. That's why this language talks about complying with Alcoholic and Beverage Commission requirements and whatever items we would like to see. At Agenda Session, we talked about how we've toured the country and seen various events used, not only as economic development drivers, but also a sense of place and quality of life events for residents. It's managed properly and handled like any other business. The reason we use the Special Events Permit request is to maintain control over underage drinking or any other items that could be impacted by such a policy.

Council Member Smith: Which parks do you think are the most likely to see request for this?

John Crow: We envision the larger community parks, such as Gulley, Bryce Davis, and the Regional Park. A smaller pocket park would be done on a case by case basis. It tends to not be applicable in this situation.

Don Marr spoke about events in the community.

Council Member Smith: Are there any parks in the system that would have a challenge?

John Crow: Maybe the smaller pocket parks where there's not enough infrastructure to handle a crowd, unless streets are closed.

Don Marr: Parks like Wilson, which are surrounded by residential areas, the Special Event Permit request would have to consider noise, impact on residents, and hours of operation of an event. Something more remote like the Kessler Regional Park that isn't immediately adjacent might have more flexibility. It depends on the event.

Mayor Jordan: How does that apply if it goes more than 24 hours? Does it still come to the Council?

Don Marr: The Council is notified of any Special Event Permit request that is exceeding the day.

Council Member Marsh: This is a great idea. There are quite a few smaller parks in our community that would make a lovely area for a small wedding and neighborhood block parties. If it is done responsibly I don't see a problem.

Jeremy Gunn, 432 West Adams stated he manages a music festival and would like to bring the festival to Fayetteville. He spoke in favor of the ordinance.

J.L. Jennings, 4198 West Bradstreet Lane and Parks & Recreation Advisory Board Member. He stated the amendment will create an opportunity to bring different entertaining venues to Fayetteville. He spoke in favor of the ordinance.

Council Member Petty stated he is in favor of the ordinance. He spoke about citizens responsibly using the parks.

Council Member Tennant thanked city staff for bringing the item forward. He spoke about economic and cultural benefits for the city.

Council Member Bunch stated it will create a great deal of opportunity.

Don Marr spoke about a strategic plan topic of Mayor Jordan's. He stated his topic was a, Fun City and Creating a Sense of Place and Quality of Life Events. He stated this is in line with Mayor Jordan's objective and Mayor Jordan encouraged them to bring this forward.

Mayor Jordan: Thank you.

Council Member Petty moved to suspend the rules and go to the second reading. **Council Member Tennant** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

City Attorney Kit Williams read the ordinance.

Mayor Jordan thanked the staff and City Council.

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

Ordinance 6029 as Recorded in the office of the City Clerk

512 E. Rebecca St. Drainage Improvements Cost Share: An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Bradford and Erin Wheeler for the installation of drainage improvements along a portion of East Rebecca Street with the City of Fayetteville's share of the costs not to exceed \$40,387.06, and to approve a project contingency in the amount of \$5,000.00.

City Attorney Kit Williams read the ordinance.

Chris Brown, City Engineer gave a brief description of the ordinance. Staff recommends approval.

Council Member Kinion: I've talked to the property owner and it is a mess over there. There's always two sides to every story. His angst comes from the city knowing he was building this, got an approval through the system and is now going to have to spend another \$40,000. Can you explain a little bit how that happened and what we can do to prevent that? It is evident that he needs to manage water. Was there something up front where we should have said, this is a big deal?

Chris Brown: It is a tricky situation because it's a single-family home. There are no detention requirements and no requirement for any kind of drainage analysis. Typically, in single-family home permitting, there is no drainage review. It wasn't caught at the time that there was a drainage way on this project. The permitting staff doesn't look for these types of issues. It is unfortunate the property owner wasn't made aware of that. The engineers he hired to do the site work didn't pick up on it. It was simply missed until the rains came.

Council Member Kinion: Would it be something we should add to our code, especially in these areas where we know we have the runoff issues? Are we able to be proactive in these situations?

Chris Brown: Typically for single-family homes in subdivisions, the drainage is designed so you don't have to worry about that when you are building your home. This was a lot split and had been there forever. The infill areas are a bit more concerning.

Council Member Kinion: Maybe we should look at the issue of the infill?

Chris Brown: It could be something to discuss. There is a tradeoff. If you increase the requirements for that type of lot, then you could potentially increase cost.

Council Member Kinion: It's already going to increase it \$40,000. That's a bargain for him.

Chris Brown: This is an extreme case. Most of the time you are not going to have this. This was just a "perfect storm" of everything that came together the way it did.

Council Member Kinion: It's a mess over there and we need to move forward to get it taken care of. Hopefully it will take care of some other flooding issues we have.

Council Member Marsh: Was there an existing home on this parcel?

Chris Brown: It was a large lot that had a large backyard. The house that is there, fronts Olive, so this was kind of a backyard of the house on Olive. It was a lot split.

Council Member Marsh: When they split the lot, were they aware of the drainage issues then or the people who lived in this house?

Chris Brown: I would assume the property owners knew about it. I don't know all the details of who knew what.

Council Member Marsh: Where is the water coming from?

Chris Brown: It's stormwater from Mt. Sequoyah. It crosses Mission and goes through some backyards and begins to develop into a channelized flow as it comes through there.

Council Member Marsh: This would tie into the system we built that goes under Walnut Street?

Chris Brown: It ultimately will. We need to increase the capacity downstream of this. There's quite a bit of water flowing in the street. We have a design to go downstream from this point. It hasn't been constructed yet.

Council Member Marsh: I've got a lot of complaints about where that drainage way ends and seeing a lot of increased flooding. Were there any low impact development strategies considered that might be appropriate?

Chris Brown: We talked about more large scale, even detention pond type facilities. There's so much water and not enough space to do anything that could mitigate those peak flows.

Council Member Kinion moved to suspend the rules and go to the second reading. Council Member La Tour seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Tennant 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 6030 as Recorded in the office of the City Clerk

Ozark Regional Transit Additional Funding: A resolution to approve a budget adjustment in the amount of \$122,908.00 to provide additional funds to maintain Ozark Regional Transit Services in the City of Fayetteville at the 2017 service levels.

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

Joel Gardner, Executive Director of Ozark Regional Transit stated their request is also going to other communities that provides fixed route public transit along the corridor. He stated by saying yes is specifically for the Fayetteville community.

Council Member Marsh: What committee oversees public transit? We are seeing a lack of innovation and commitment to public transit because there isn't a committee overseeing it.

Don Marr: The primary oversight is the Council Member that is assigned to the Regional Planning Commission.

Council Member Marsh: Who is that?

Don Marr: We can find out for you. That's the committee that manages and sits in on these transit meetings. We don't have it as a part of your current committee structure. We could look at it with the Transportation Committee or our Alternative Transportation group. I am your representative and I can share feedback as a Board Member on that particular group. The backup to me, if I'm not there, is Peter Nierengarten.

Council Member Marsh thanked Joel Gardner and supports investment in transit.

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

Resolution 28-18 as recorded in the office of the City Clerk

Ozark Regional Transit, Inc. An ordinance to waive the requirements of formal competitive bidding and approve a five-year contract with Ozark Regional Transit, Inc. in the amount of \$300,000.00 in 2018, and subject to annual budget approval in future years, for public transit services for Fayetteville residents.

City Attorney Kit Williams: The ordinance needs to be amended to read \$422,908. Is that right, Don?

Don Marr, Chief Staff: Correct.

Council Member Kinion: When we increase this and it's outside of our previous budget, is it coming out of reserves?

Don Marr: Correct. This was an interlocal agreement. The City Attorney's Office and our Purchasing Department realized we needed to be under a contract. That's why we have this item before you. We need to be realistic in our expectation to our funding. If you look at a Razorback Transit structure and the frequency they run their route, the locations are geared around ridership. Their ridership numbers are significantly higher, but it's because it's designed on seven principles. When we re-look at our route design, we will use the seven principles to decide what we need to service, not how many places can we touch with the dollars.

Council Member Smith moved to amend the ordinance to read \$422,908. Council Member Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Council Member Marsh: I would like this to be assigned to a committee at some point to oversee public transportation. As it is, we are failing our community in the level of service we are providing.

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

City Attorney Kit Williams read the ordinance.

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

Ordinance 6031 as Recorded in the office of the City Clerk

2018 Rules of Order and Procedure: A resolution to adopt the Rules of Order and Procedure of the Fayetteville City Council for 2018.

City Attorney Kit Williams stated he brought the item forward with help from City Clerk, Sondra Smith. He stated the City Council has begun re-adopting the Rules of Order and Procedure of the Fayetteville City Council every year as recommended by the Arkansas Municipal League. He stated he drafted the appropriate resolution after reading through some rules that needed to be amended. He spoke briefly about the changes.

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

Resolution 29-18 as recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff: The Frozen Toes 15K Race is at Kessler Mountain on January 13, 2018.

The Economic Development release of the HBO's True Detective Series is beginning its production in Northwest Arkansas on location in Fayetteville. It is expected to have millions of dollars of impact on our city and region.

City offices will be closed on January 15, 2018 in observance of the Martin Luther King Jr. Holiday.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 9:36 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 9, 2018

4:30 PM

City Hall Room 326

City Council Members

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

Kyle Smith 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. [2017-0772](#)
PUBLIC FACILITIES BOARD APPOINTMENT

 Attachments: [PUBLIC FACILITIES BOARD APPOINTMENT](#)
2. [2018-0008](#)
HOUSING AUTHORITY BOARD APPOINTMENT

 Attachments: [HOUSING AUTHORITY BOARD APPOINTMENT](#)
3. [2017-0685](#)
PRESENTATION OF THE CITY OF FAYETTEVILLE MARTIN LUTHER
KING BROTHERHOOD AWARD - KIT WILLIAMS
4. [2017-0684](#)
STATE OF THE CITY ADDRESS - MAYOR LIONELD JORDAN

Agenda Additions**A. Consent:**

- A. 1 [2018-0010](#)
APPROVAL OF THE JANUARY 2, 2018 CITY COUNCIL MEETING
MINUTES

A. 2 [2017-0752](#)

ESRI, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$50,000.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00 PER YEAR

Attachments: [ESRI, INC.](#)

A. 3 [2017-0760](#)

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN EMERGENCY BACKUP GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$127,079.25, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE AT THE GREGG STREET WASTEWATER LIFT STATION

Attachments: [J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT](#)

A. 4 [2018-0005](#)

ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON THE LABOR MANAGEMENT TEAM, NARCOTIC OVERDOSE TREATMENT, AND TRAFFIC ENFORCEMENT

Attachments: [ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES](#)

A. 5 [2018-0007](#)

BID #17-72 FERRARA FIRE APPARATUS:

A RESOLUTION TO AWARD BID #17-72 AND AUTHORIZE THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER UNIT FROM FERRARA FIRE APPARATUS, INC. IN THE AMOUNT OF \$114,675.00 PLUS APPLICABLE TAXES

Attachments: [BID #17-72 FERRARA FIRE APPARATUS](#)

A. 6 [2017-0770](#)

TRANSPORATION BLOCK GRANT PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID SURFACE TRANSPORATION BLOCK GRANT PROGRAM FUNDS IN THE AMOUNT OF \$350,000.00 TO DESIGN THE WEST HOWARD NICKELL ROAD & HIGHWAY 112 INTERSECTION IMPROVEMENT PROJECT, AND TO APPROVE A CITY MATCH OF \$35,000.00 FOR THE PROJECT

Attachments: [TRANSPORATION BLOCK GRANT PROGRAM FUNDS](#)

B. Unfinished Business: None**C. New Business:****C. 1** [2017-0773](#)

RFP #17-17 RJR ENTERPRISES, INC.:

A RESOLUTION TO AWARD RFP #17-17 AND AUTHORIZE A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$369,846.00 FOR THE CONSTRUCTION OF A SPLASH PAD AND RESTROOMS AT WALKER PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$33,054.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARKLAND DEDICATION FEES IN THE AMOUNT OF \$82,900.00

Attachments: [RFP #17-17 RJR ENTERPRISES, INC.:](#)
 [BA_RFP #17-17 RJR ENTERPRISES, INC.](#)

C. 2 [2018-0003](#)

ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION OF THE MCFARLAND FAMILY TRUST AND ANNEX 68.65 ACRES ADJOINING AND WEST OF THE PROPOSED NORTHERN EXPANSION OF RUPPLE ROAD

Attachments: [ANX 17-5990 \(NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST\) APPEAL](#)

C. 3 [2018-0004](#)

RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5991 FOR APPROXIMATELY 68.65 ACRES LOCATED WEST OF NORTH RUPPLE ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments:

[RZN 17-5991 \(N. OF RUPPLE RD./MCFARLAND FAMILY TRUST\) APPEAL](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0677](#)

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

D. 2 [2017-0678](#)

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

E. City Council Tour:**F. Announcements:****G. Adjournment**



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0772

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

PUBLIC FACILITIES BOARD APPOINTMENT

Chair Mark Kinion
Ward 2 Position 1

Sarah Marsh
Ward 1 Position 2



Sarah Bunch
Ward 3 Position 2

Kyle Smith
Ward 4 Position 2

Nominating Committee Report

The Public Facility Board recommends the following candidate for appointment:

PUBLIC FACILITIES BOARD

Kelsey Kent – One term ending 12/31/22

Fayetteville Public Facilities Board
December 19, 2017

The Fayetteville Public Facilities Board (the "PFB") met on December 19, 2017, at 3:30 p.m. in the Room 111 of the Fayetteville, AR, City Hall. Present: Board members Stephen Adams, Phil Taylor, Tommy Deweese, and Hugh Earnest; absent: Stephen Cosby.

Chairman Stephen Adams called the meeting to order and stated that a quorum was present. He advised the PFB that the first item of business was the nomination to Mayor Lioneld Jordan for appointment of a successor member to the PFB, subject to confirmation by the City Council. McCord advised the Board members that (1) he has been informed by the Fayetteville City Clerk's office that two applications to serve on the PFB were received after the City recently advertised for applicants, and that interviews of both applicants were undertaken by the City.

After reviewing both applications, Mr. Deweese nominated Kelsey Kent to be the party recommended to the Mayor. Mr. Earnest seconded the motion and it was passed unanimously. Mr. Adams volunteered to prepare a resolution to Nominate Kelsey Kent to a five year term to the Public Facilities Board, and forward it to the City. A copy of the Resolution is attached to these minutes.

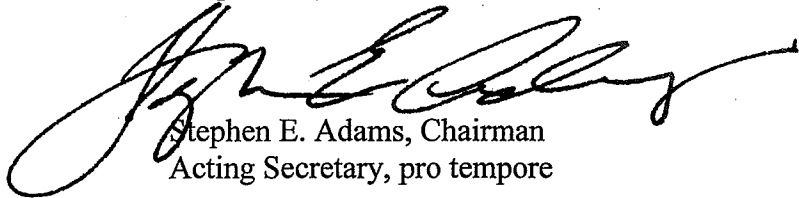
The Chairman suggested that a January organizational meeting of the Board be established for the purpose of welcoming our new Board Member; the election of Officers for the coming year, and considering whether the board should seek a new Bond Counsel.

Members present agreed that Tuesday, January 16th, 2018 at 3:30 PM should be the date for the annual organizational meeting, pending suitability of that date to Ms. Kent and Mr. Cosby. Mr. Adams agreed to tentatively arrange a suitable meeting room from the City.

There being no new business, Chairman Adams adjourned the meeting.

(Minutes prepared by Stephen E. Adams and submitted to PFB members for corrections before approval and signature of Mr. Adams, acting as Secretary in the absence of Mr. Cosby.)

Respectfully submitted,



Stephen E. Adams, Chairman
Acting Secretary, pro tempore



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0008

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 2.

HOUSING AUTHORITY BOARD APPOINTMENT

Chair Mark Kinion
Ward 2 Position 1

Sarah Marsh
Ward 1 Position 2



Sarah Bunch
Ward 3 Position 2

Kyle Smith
Ward 4 Position 2

Nominating Committee Report

The Housing Authority Board recommends the following candidate for appointment:

HOUSING AUTHORITY BOARD

Christopher White – One term ending 12/28/22

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



December 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 Christopher White to serve a five (5) year term at its December 28, 2017 regular board meeting.

Christopher White's term will expire on December 28, 2022.

The Fayetteville Housing Authority requests that the election of Christopher White 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,

A handwritten signature in cursive script that reads "Deniece Smiley".

Deniece Smiley

Executive Director

Fayetteville Housing Authority

fhousing@fayettevillehousingauthority.org



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0685

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: 3.

PRESENTATION OF THE CITY OF FAYETTEVILLE MARTIN LUTHER KING BROTHERHOOD
AWARD - KIT WILLIAMS



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0684

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 4.

STATE OF THE CITY ADDRESS - MAYOR LIONELD JORDAN



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0010

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE JANUARY 2, 2018 CITY COUNCIL MEETING MINUTES



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0752

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

ESRI, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$50,000.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00 PER YEAR

WHEREAS, the City has utilized ESRI, Inc. software since the Geographic Information Systems division was established in 1998; and

WHEREAS, state purchasing laws exclude software maintenance from competitive bid requirements and staff has determined that continuing to use the ESRI software would provide the best value to the City.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a three-year enterprise license agreement with ESRI, Inc. in the amount of \$50,000.00 per year so the Geographic Information System Division can continue to use the ESRI software currently in use by the City, and further approves a project contingency in the amount of \$5,000.00 per year.

City of Fayetteville Staff Review Form

2017-0752

Legistar File ID

1/16/2018

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

Keith Macedo

12/27/2017

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approve a three-year enterprise license agreement with ESRI, INC. for the use of Geographic Information System (GIS) software, in the amount of \$150,000.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

Budget Impact:

110.170.1720.5416.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 51,665.00

Funds Obligated \$ -

Current Balance \$ 51,665.00

Does item have a cost? Yes

Item Cost \$ 50,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 1,665.00

V20140710

Previous Ordinance or Resolution # 5737

Original Contract Number:

Approval Date:

Comments:



TO: Mayor Lioneld Jordan and City Council

THRU: Don Marr, Chief of Staff

FROM: Keith Macedo, Director of Information Technology
Greg Resz, GIS Coordinator

DATE: December 27, 2017

SUBJECT: Approve a three-year enterprise license agreement with ESRI, INC. for the use of Geographic Information System (GIS) software, in the amount of \$150,000.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

RECOMMENDATION:

Staff recommends approving a three-year enterprise license agreement with ESRI, INC. for the use of Geographic Information System (GIS) software, in the amount of \$150,000.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed.

BACKGROUND:

The City has a robust City Geographic Information Systems (GIS) within the Information Technology Division that provides a wide variety of mapping and other geographic services to all City departments. This is accomplished by using software from ESRI, Inc. which is the world leader in this field. The City has utilized ESRI software since the City first established a GIS in 1998. For years the City purchased individual software licenses per user and paid annual maintenance on each user license. As the City's GIS expanded staff required additional software licenses to utilize new GIS data and applications. Due to the increased demand for GIS resources, to support our growing and dynamic community, the City needed a method to streamline the purchase of ESRI licenses and annual software maintenance. In 2014 GIS staff analyzed ESRI's Enterprise License Agreement (ELA), which provides a site license for GIS software and consolidates license and maintenance cost into a single annual cost. Staff determined that an ESRI ELA would provide the best value to the City to support the growing mapping and spatial analysis needs of the City. On January 20, 2015 the City Council approved a three-year enterprise license agreement with ESRI in the amount of \$50,000.00 per year for a total agreement cost of \$150,000.00.

DISCUSSION:

By leveraging the ESRI ELA the City has continued to expand the City's GIS capabilities and take advantage of the latest ESRI software available. The initial ELA expires on February 10, 2018 and staff is recommending approval of a new three-year ELA that will expire on February 11, 2021. ESRI does offer some advanced GIS software and services that is not included within the ELA, due to this staff is requesting a 10% annual contingency to purchase future software, software maintenance, or services on an as needed basis. An example is the City recently purchased a specialized ESRI service called Business Analyst that will assist Economic Vitality

staff with business site selection. Staff does not anticipate many additional purchases due to the comprehensive software and services products that fall within the ELA offering.

BUDGET/STAFF IMPACT:

The State of Arkansas excludes software maintenance from competitive bid requirements. The proposed agreement cost did not increase from the 2015 agreement. Staff recommends approving the attached three-year enterprise license agreement (ELA) with ESRI, INC., in the amount of \$50,000.00 per year, for a total of \$150,000.00, and approve a 10% annual contingency to purchase additional software, software maintenance, or services as needed. Funding for the ELA is available within the General Fund GIS Program operating budget.

Attachments: Staff Review Form, Staff Review Memo, ESRI ELA quote, ESRI ELA



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 08/08/2017 To: 02/04/2018*

Quotation # 20512843

Date: August 8, 2017

Customer # 23472 Contract # 2012MPA2816

City of Fayetteville
Information Technology Dept
113 W Mountain
Fayetteville, AR 72701-6069

ATTENTION: Greg Resz
PHONE: 479-444-3431
FAX:

Material	Qty	Description	Unit Price	Total
110037	1	2/11/2018-2/10/2019 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	2/11/2019-2/10/2020 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
110037	1	2/11/2020-2/10/2021 Populations of 50,001 to 100,000 Small Government Term Enterprise License Agreement	50,000.00	50,000.00
			Item Total:	150,000.00
			Subtotal:	150,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$150,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Veronica Schindler

Email: vschindler@esri.com

Phone: (210) 499-1044 x8826

The items on this quotation are subject to and governed by the terms of this quotation and of your signed agreement with Esri, if applicable, and the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>. If no such agreement covers any item, then Esri's standard terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri). Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
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City of Fayetteville
Information Technology Dept
113 W Mountain
Fayetteville, AR 72701-6069

ATTENTION: Greg Resz
PHONE: 479-444-3431
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Veronica Schindler

Email: vschindler@esri.com

Phone: (210) 499-1044 x8826

The items on this quotation are subject to and governed by the terms of this quotation and of your signed agreement with Esri, if applicable, and the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>. If no such agreement covers any item, then Esri's standard terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri). Delivery is FOB Origin.

If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076

Esri Quotation Terms and Conditions



All quotations are valid for ninety (90) days unless otherwise stated on the quotation form. These prices and terms are valid only for items purchased for use and delivery within the United States.

This quotation information is proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Environmental Systems Research Institute, Inc. (Esri).

To expedite your order, please reference the quotation number on your purchase order.

ORDER PROCESS

The order process is initiated when Esri receives an original purchase order or some form of advance payment. Several additional documents (e.g., Master License Agreement, credit application, Tax Exemption Certificate) may be required to complete the order process. Generally, the need for these documents varies by the type of software, data, online services, subscriptions, professional services, or other products ordered, which is determined upon receipt of the purchase order (or advance payment). If delivery must be expedited, please contact your account representative for assistance.

IMPORTANT! Collectively, these documents contain the authorizations and information necessary to ship proper versions of the software or data on the correct media or to initiate online services, subscriptions, or professional services. To avoid unnecessary delays in shipping or delivery, please return all documents promptly to Esri Customer Service or as otherwise directed.

Please show the following remittance address on your purchase order:

Esri, PO Box 741076, Los Angeles, CA 90074-1076

ESRI LICENSE AGREEMENTS

All Esri software, data, online services, and subscriptions offered in this quotation are commercial off-the-shelf items developed at private expense and subject to Esri commercial license terms. You may have a signed license agreement on file that covers this order. If so, please reference the license agreement number on your purchase order. Unless a signed license agreement is on file with Esri, Esri software, data, online services, and subscriptions are subject to the Esri License Agreement included with the deliverable item as an online or click-through agreement. A copy is enclosed. Certain software or data requires a Master License Agreement signed by both parties. Professional services agreements may also include license terms. Acceptance of the quote is limited to Esri's commercial license terms. Additional or differing terms or conditions proposed by you or included in your acknowledgment are objected to by Esri and have no effect.

Some Esri software is copy protected with an authorization code, and some software, data, online services, or subscriptions require registration or a password. You will be given instructions on how to access the authorization code, register, or obtain a password through the Esri website or by other means.

MAINTENANCE

After expiration of any complimentary period of maintenance that may apply to the licensed software, Esri will quote maintenance payable annually in advance. A reinstatement fee applies when maintenance has lapsed.

DATA DISCLAIMER

Data may contain some nonconformities, defects, errors, or omissions. THE DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensors do not warrant that the data will meet Licensee's needs or expectations, that the use of the data will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on this data, and Licensee should always verify actual data.

DELIVERY

FOB Redlands, CA, USA

Software: Allow five (5) days from Esri's receipt of purchase order, signed Software License Agreement(s), and other documents, as required.

Hardware: Manufacturer's terms apply. Lead times depend on make/models purchased.

Note: Standard delivery method is ground or two (2)-day airmail for software and surface carrier for hardware. Actual delivery method may vary depending on weight. Other services are available for an additional fee (e.g., overnight delivery).

PAYMENT TERMS

Net thirty (30) days, on approved credit. Orders totaling less than eight hundred dollars (\$800) require prepayment by check or credit card unless your organization is a government agency, university, college, or Fortune 500 company.

TAXES

This quote includes applicable sales or use taxes for the prices quoted as required by law. The tax amount may change depending on the time lapse between this quote and your order to us. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Schematics, ArcGIS Workflow Manager, ArcGIS Data
Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise Optional Servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
250 Level 1 ArcGIS Online Named Users
250 Level 2 ArcGIS Online Named Users
37,500 ArcGIS Online Service Credits
250 Level 1 ArcGIS Enterprise Named Users
250 Level 2 ArcGIS Enterprise Named Users
5 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

**Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to

Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on

agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30)

calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0760

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN EMERGENCY BACKUP GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$127,079.25, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE AT THE GREGG STREET WASTEWATER LIFT STATION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of an emergency backup generator from J.A. Riggs Tractor Company d/b/a Riggs CAT in the amount of \$127,079.25, pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Gregg Street Wastewater Lift Station.

City of Fayetteville Staff Review Form

2017-0760

Legistar File ID

1/16/2018

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

Mayo Miller

12/19/2017

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Administration recommends approval of the purchase of an emergency backup generator from J.A. Riggs Tractor Company d/b/a Riggs CAT for the Gregg Street wastewater lift station in the amount of \$115,789.75 plus estimated applicable taxes of \$11,289.50 for a total of \$127,079.25.

Budget Impact:

5400.730.5800-5801.00

Water/Sewer

Account Number

Fund

02068.1

Upgrade / Replace Lift Stations - W.W.T.P.

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 280,985.00

Funds Obligated \$ 12,003.20

Current Balance \$ 268,981.80

Does item have a cost? Yes

Item Cost \$ 127,079.25

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 141,902.55

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JANUARY 16, 2018

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: December 19, 2017

SUBJECT: **Approval of the Purchase of a Generator from J.A. Riggs Tractor Company for the Gregg Street Wastewater Lift Station**

RECOMMENDATION:

City Administration recommends approval of the purchase of an emergency backup generator from J.A. Riggs Tractor Company d/b/a Riggs CAT for the Gregg Street wastewater lift station in the amount of \$115,789.75 plus estimated applicable taxes of \$11,289.50 for a total of \$127,079.25.

BACKGROUND:

The Gregg Street lift station (LS 05) is located along Mud Creek and is the second largest wastewater lift station owned by the City of Fayetteville. This lift station receives flow from a number of smaller lift stations and currently operates four 85 horsepower submersible pumps rated at approximately 4000 gallons per minute. Backup emergency power for this lift station is supplied by a 30-year-old 600 KW Cummins generator. In recent years, the age of this unit has led to an increased number of failures and increased repair costs. Given the critical nature of this lift station and associated consequences if the generator fails (sanitary sewer overflows, NPDES permit violations, environmental contamination, etc.), replacing the aged unit with a new reliable unit is extremely important.

DISCUSSION:

Through the National Joint Powers Alliance (NJPA) purchasing agreement, Riggs CAT quoted a 600 KW generator that meets the required technical specifications and purchasing requirements. The listed base price for their diesel-powered Caterpillar Model C18, fuel tank, sound attenuation, and other necessary options is \$173,525.00 but the NJPA discounts this unit 37% for a total of \$115,789.75 plus estimated applicable taxes of \$11,289.50. The total amount of this purchase request is \$127,079.25.

BUDGET/STAFF IMPACT:

Replacing the 30-year-old generator has been planned for through the CIP, and funds are available in the Wastewater Treatment Plant CIP – Upgrade/Replace Lift Stations.

Attachments:

Quote

Specifications



4117 Wagon Wheel Rd
Springdale AR, 72762

Quote Prepared for City of Fayetteville Arkansas
NJPA Member # 34143
Valid Through-1/8/17

12/8/2017

Item#		List Price
ANDBY_I	1 STANDBY POWER	\$ 173,525.00
CERTESE	1 EPA STATIONARY EMERGENCY	
ULLIST_I	1 UL 2200 LISTED PACKAGE GEN SET	
NONCSA	1 NO CSA CERTIFICATION	
NONIBC	1 NO SEISMIC CERTIFICATION	
60H0480	1 60HZ 480 VOLT (WYE)	
KW00600	1 60 Hz, 600 kW W/Fan	
NOCOLDI	1 NO COLD WEATHER BUNDLE.	
NOMITKE	1 NO MICHIGAN TANK KITBUNDLE	
C18DE6E	1 C18 60HZ PKG 600 CERTESE	
OGNAR59	1 LC7024J AREP ALT 59	
EMCP42	1 EMCP4.2 CONTROL PANEL	
LANENG0	1 ENGLISH INSTRUCTION LANGUAGE	
ESCNON	1 NO EXTENDED SERVICE COVERAGE	
MSEPGG	1 GENERAL EPG	
MSCEC77	1 PUBLIC OR CIVIL SERVICES	
MWCODE	1 STANDBY POWER	
EMCCAS:	1 GEN RUNNING & FAULT RELAY	
FAHL90_I	1 AUD&VIS FUEL ALARM (90% LEVEL)	
EMCCPLH	1 CONTRO PANEL MOUNTING LEFT	
EMCLAM:	1 LOCAL ANNUN NFPA99-110/CSA282	
GFCICS1	1 20A GFCI (CONTROLS SIDE)	
CT1005A	1 1000:5 CT RATIO	
LDC125A	1 125A LOAD CENTER	
ELACDC1	1 AC & DC SOURCE LIGHTS	
SINGLE_I	1 SINGLE CIRCUIT BREAKER	
CBK0603	1 1200A SINGLE MANUAL CB LS/I	
PWRCTR	1 POWER CENTER - RH MOUNTED	
NOSUSE	1 NO SUSE DECALS & FILMS	
NTS12_I	1 NEUTRAL BAR NTS1200	
CBLG001	1 CB CABLE GP ABB/T7-1200	
NCBG003	1 NEUTRAL CABLE GP 1200A	
NONNTD	1 NOT REQUIRED	
MNTWB0	1 WIDE BASE W/EXTENSION 07	

FTDW005	1	SUB TANK BASE (1000 GAL.)
FSCO5G	1	5 GALLON SPILL CONTAINMENT
GENMTG	1	GEN MOUNTING DUCT PLATE
ENCAL03	1	Aluminium SA Enclosure - White
STDRAD	1	STANDARD RADIATOR
CAN_I	1	CANOPIED SILENCER
STDAIR_I	1	STD AIR CLEANER - LIGHT DUTY
STDIVR_I	1	INTEGRATED VOLTAGE REGULATOR
BAT2454	1	STANDARD WET BATTERY
BTC1028	1	BATTERY CHARGER 10 AMP DUAL
BATDS03	1	BATTERY DISCONNECT SWITCH
JWH0059	1	JACKET WATER HEATER 240 VAC
HTRCG01	1	HEATER CONTROL GROUP
STDTEST	1	STD TEST - PKG GEN SET 0.8 PF
CATDEC	1	CAT DECALS
NJPA	1	AUTHORIZED APPROVAL NUMBER

NJPA Discount-37%	\$ 109,320.75
Freight	\$ 3,719.00
Start-up	\$ 2,750.00
Grand Total	\$ 115,789.75

Commercial Terms

1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.

2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of the seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.

3. Except where title is transferred and the seller takes back a contract, title to and right of possession of said machines shall remain vested in the seller until all indebtedness and all sums due or to become due from the purchaser, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser.

4. The seller's responsibility for shipments ceases upon delivery to Transportation Company, and any claims for shortages, delays or damages occurring thereafter shall be made by the purchaser direct to the transportation company.

5. The purchaser agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.

the section on page 1 of this document entitled

WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is initialed by both of the parties hereto.

8. The liability of said seller insofar as new Caterpillar Products (to include Machines, engines, Attachments and Parts manufactured by Caterpillar Tractor Co.), are concerned, shall be limited to the warranty which the buyer accepts in lieu of any and all warranties by the seller whether express or implied as set forth on Caterpillar Warranty Forms.

9. The liability of the seller insofar as all other new products (other than Caterpillar products), machines, engines, attachments and parts are concerned, shall be limited to the Manufacturer's warranty thereof, if any, and which the buyer accepts in lieu of any and all warranties by the seller, whether express or implied.

10. To the extent this equipment is equipped with a telematics system, such as Product Link, I understand data concerning this machine, its condition, and its operations is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine model, serial number, location, and operational data, including but not limited to: fault codes, diagnostic data, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar recognizes and respects customer privacy and will exercise reasonable efforts to keep the information secure. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

this transaction which are not embodied herein.

6. When the machines necessary to fill this order are available, the buyer agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the buyer fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.

7. The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to the purchaser by reason of any delays or any alleged failure of said machine to operate, nor for any implied warranties. Any used or second-hand equipment included in this order is sold without any warranty whatsoever, express or implied (except that the seller warrants title), unless said warranty is set forth in full in

11. Seller will not be responsible for any liquidated damages as a result of any aspect of the project that could be delayed.

12. Installation, wiring, conduit, fuel, foundations, and other materials and services not expressly defined in this offer are not included in this offer.

13. Start-Up is to be completed under normal operating hours and standard conditions. When any situation arises that requires other than normal conditions, additional fees may apply.

14. Offer includes freight that is f.o.b. to the "Ship to Address" only. Unloading or handling fees are not included.

15. Product availability dates are subject to change without notice.

Customer initials _

I appreciate the opportunity to be of service, and look forward to earning your business. If there are any questions, or if additional information is required regarding this offer, please do not hesitate to call.

Sincerely,

Jim Miller

C18

600 ekW/ 750 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency
Use Only (Tier 2 Nonroad Equivalent Emission Standards)

Image shown may not reflect actual configuration

C18

600 ekW/ 750 kVA
60 Hz/ 1800 rpm/ 480 V

Metric

English

Package Performance

Genset Power Rating with Fan @ 0.8 Power Factor	600 ekW	
Genset Power Rating	750 kVA	
Aftercooler (Separate Circuit)	N/A	N/A

Fuel Consumption

100% Load with Fan	161.6 L/hr	42.7 gal/hr
75% Load with Fan	129.6 L/hr	34.2 gal/hr
50% Load with Fan	91.7 L/hr	24.2 gal/hr
25% Load with Fan	46.8 L/hr	12.4 gal/hr

Cooling System¹

Engine Coolant Capacity	20.8 L	5.5 gal
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Inlet Air

Combustion Air Inlet Flow Rate	47.8 m ³ /min	1687.8 cfm
Max. Allowable Combustion Air Inlet Temp	49 ° C	120 ° F

Exhaust System

Exhaust Stack Gas Temperature	534.6 ° C	994.3 ° F
Exhaust Gas Flow Rate	135.5 m ³ /min	4784.4 cfm
Exhaust System Backpressure (Maximum Allowable)	10.0 kPa	40.0 in. water

C18

600 ekW/ 750 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

Emissions: U.S. EPA Certified for Stationary Emergency
Use Only (Tier 2 Nonroad Equivalent Emission Standards)**Heat Rejection**

Heat Rejection to Jacket Water	189 kW	10747 Btu/min
Heat Rejection to Exhaust (Total)	634 kW	36053 Btu/min
Heat Rejection to Aftercooler	153 kW	8700 Btu/min
Heat Rejection to Atmosphere from Engine	86 kW	4902 Btu/min
Heat Rejection to Atmosphere from Generator	41 kW	2332 Btu/min

Alternator²

Motor Starting Capability @ 30% Voltage Dip	1633 skVA
Current	902 amps
Frame Size	LC7024F
Excitation	AR
Temperature Rise	150 ° C

Emissions (Nominal)³

NOx	2798.7 mg/Nm ³	5.8 g/hp-hr
CO	225.2 mg/Nm ³	0.5 g/hp-hr
HC	3.8 mg/Nm ³	0.0 g/hp-hr
PM	13.3 mg/Nm ³	0.0 g/hp-hr

DEFINITIONS AND CONDITIONS

1. For ambient and altitude capabilities consult your Cat dealer. Air flow restriction (system) is added to existing restriction from factory.
2. UL 2200 Listed packages may have oversized generators with a different temperature rise and motor starting characteristics. Generator temperature rise is based on a 40° C ambient per NEMA MG1-32.
3. Emissions data measurement procedures are consistent with those described in EPA CFR 40 Part 89, Subpart D & E and ISO8178-1 for measuring HC, CO, PM, NOx. Data shown is based on steady state operating conditions of 77° F, 28.42 in HG and number 2 diesel fuel with 35° API and LHV of 18,390 btu/lb. The nominal emissions data shown is subject to instrumentation, measurement, facility and engine to engine variations. Emissions data is based on 100% load and thus cannot be used to compare to EPA regulations which use values based on a weighted cycle.

C18

600 ekW/ 750 kVA/ 60 Hz/ 1800 rpm/ 480 V/ 0.8 Power Factor

Rating Type: STANDBY

**Emissions: U.S. EPA Certified for Stationary Emergency
Use Only (Tier 2 Nonroad Equivalent Emission Standards)**

Applicable Codes and Standards:

AS1359, CSA C22.2 No100-04, UL142, UL489, UL869, UL2200,
NFPA37, NFPA70, NFPA99, NFPA110, IBC, IEC60034-1, ISO3046, ISO8528,
NEMA MG1-22, NEMA MG1-33, 2006/95/EC, 2006/42/EC, 2004/108/EC.

Note: Codes may not be available in all model configurations. Please consult your local Cat Dealer representative for availability.

STANDBY: Output available with varying load for the duration of the interruption of the normal source power. Average power output is 70% of the standby power rating. Typical operation is 200 hours per year, with maximum expected usage of 500 hours per year.

Ratings are based on SAE J1349 standard conditions. These ratings also apply at ISO3046 standard conditions

Fuel Rates are based on fuel oil of 35° API [16° C (60° F)] gravity having an LHV of 42 780 kJ/kg (18,390 Btu/lb) when used at 29° C (85° F) and weighing 838.9 g/liter (7.001 lbs/U.S. gal.). Additional ratings may be available for specific customer requirements, contact your Cat representative for details. For information regarding Low Sulfur fuel and Biodiesel capability, please consult your Cat dealer.

www.Cat-ElectricPower.com

Performance No.: DM8518-04

Feature Code: C18DE6E

Generator Arrangement: 4183897

Date: 07/26/2017

Source Country: U.S.

The International System of Units (SI) is used in this publication. CAT, CATERPILLAR, their respective logos, ADEM, EUI, S•O•S, "Caterpillar Yellow" and the "Power Edge" trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.



C13 / C15 / C18 SOUND ATTENUATED ENCLOSURES

US Sourced
Diesel Generator Set
350 – 600 kW 60 Hz

Image shown may not reflect actual configuration

Features

Robust / Highly Corrosion Resistant Construction

- Factory installed on skid base
- Environmentally friendly, polyester powder baked paint
- 14 gauge steel
- Interior zinc plated fasteners
- Exterior stainless steel fasteners
- Internally mounted exhaust silencing system
- Designed and tested to comply with UL 2200 Listed generator set package
- Compression door latches providing solid door seal

Excellent Access

- Large cable entry area for installation ease
- Accommodates side mounted single or multiple breakers
- Three doors on both sides
- Vertically hinged allow 180° opening rotation and retention with door stays
- Lube oil and coolant drains piped to the exterior of the enclosure base
- Radiator fill cover

Security and Safety

- Lockable access doors which give full access to control panel and breaker
- Cooling fan and battery charging alternator fully guarded
- Fuel fill, oil fill and battery can only be reached via lockable access
- Externally mounted emergency stop button
- Designed for spreader bar lifting to ensure safety
- Stub-up area is rodent proof

Transportability

These enclosures are of extremely rugged construction to withstand outdoor exposure and rough handling common on many construction sites.

Options

- Enclosure constructed with 14 gauge steel
- Enclosure constructed with 12 gauge aluminum (5052 grade)
- Caterpillar yellow or white paint
- Control panel viewing window
- UL Listed integral fuel tank with 670, 400, and 300 gallon capacities
- UL Listed sub base fuel tank with 660, 1000, 1900, and 2200 gallon capacities.
- Seismic certification per applicable building codes: IBC 2000, IBC 2003, IBC 2006, IBC 2009, IBC 2012, CBC 2007, CBC 2010
- IBC Certification for 150 mph wind loading
- AC/DC lighting package
- 5 kW Canopy space heater to facilitate compliance with NFPA 110
- Motorized louvers and gravity discharge damper
- 125A Load Center
- GFCI outlets

*Not available with aluminum enclosures.

Level 1 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m³/s	cfm	°C	°F	100% Load
C13	350	8.5	18010	57	135	74
	400	8.5	18010	56	133	75
C15	350	10.4	22072	59	138	73
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	75
	600	8.1	17234	43	109	75

Sound Attenuated Enclosure (Aluminum) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m³/s	cfm	°C	°F	100% Load
C13	350	8.5	–	57	135	75
	400	8.5	–	56	133	75
C15	350	10.4	22072	59	138	72
	400	10.4	22072	51	124	73
	450	10.4	22072	46	115	74
	500	12.5	26415	48	118	75
C18	550	8.1	17234	45	113	76
	600	8.1	17234	43	109	76

Level 2 Sound Attenuated Enclosure (Steel) Sound Levels

Model	Standby ekW	Cooling Air Flow Rate		Ambient Capability*		Sound Pressure Levels (dBA) at 7m (23 ft)
		m³/s	cfm	°C	°F	100% Load
C13	350	7.2	15256	50	122	70
	400	7.2	15256	50	122	70
C15	350	10.4	22071	50	122	72
	400	10.4	22071	50	122	72
	450	10.4	22071	50	122	72
	500	12.5	26415	50	122	72

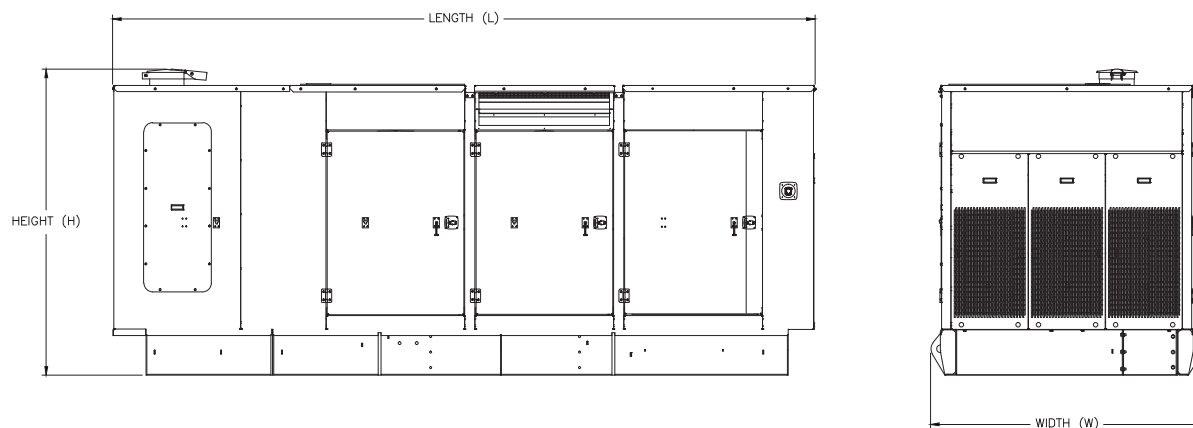
*Cooling system performance at sea level. Consult your Cat® dealer for site specific ambient and altitude capabilities.

Note: Sound level measurements are subject to instrumentation, installation and manufacturing variability, as well as ambient site conditions.

Component Weights to Calculate Package Weight

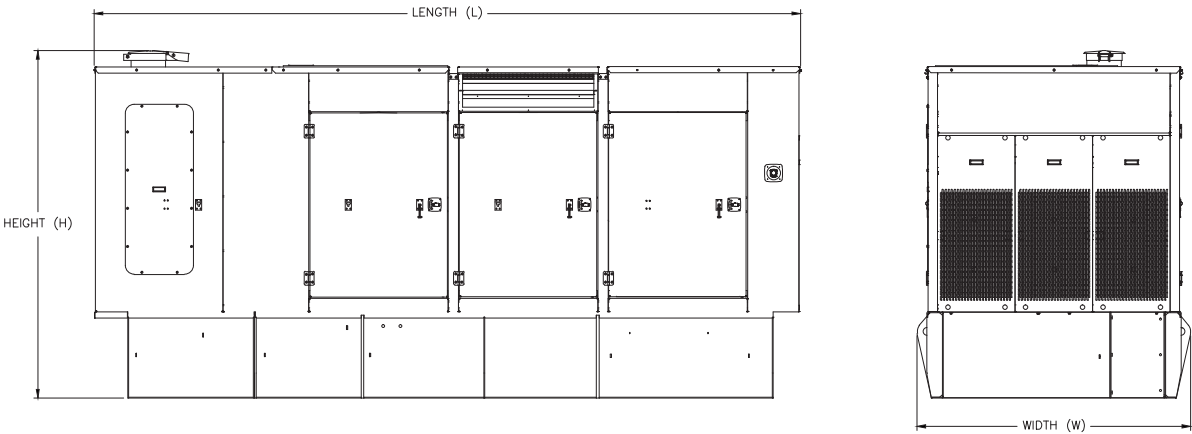
Model	Standby ekW	Narrow Skid Base		Wide Skid Base		Sound Attenuated Enclosure (Steel)		Sound Attenuated Enclosure (Aluminum)	
		kg	lb	kg	lb	kg	lb	kg	lb
C13	350	253	578	579	1276	1245	2745	765	1687
	400								
C15	350	273	602	465	1025	1245	2745	765	1687
	400								
	450								
	500								
C18	550	301	664	466	1027	1301	2868	817	1801
	600								

Sound Attenuated Enclosure on Skid Base



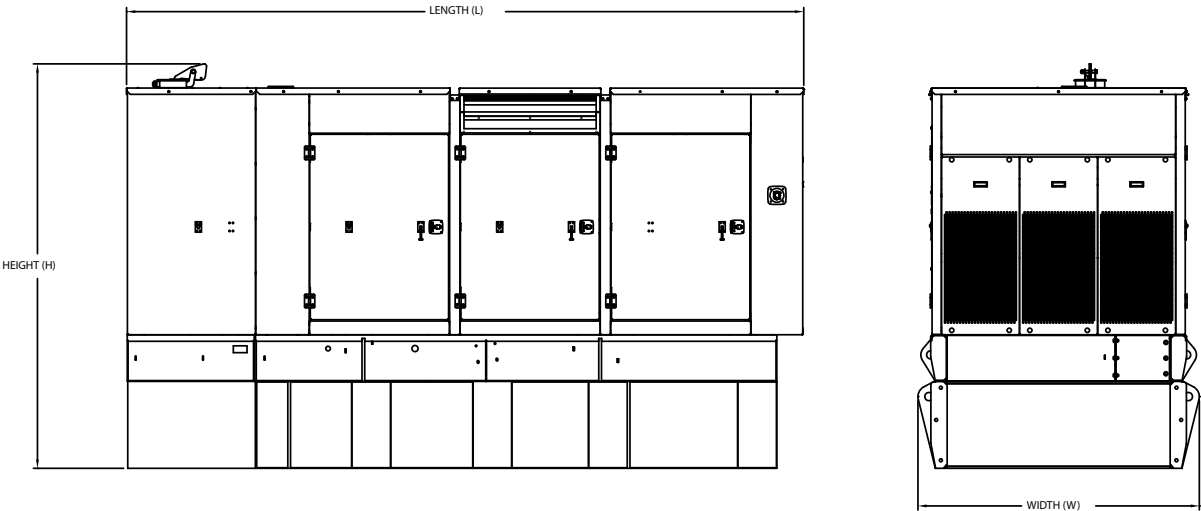
Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2014	79.3	2320	91.3
	400						
C15	350	4948	194.8	2014	79.3	2320	91.3
	400						
	450						
	500						
C18	550	5183	204.0	2014	79.3	2262	89.0
	600						

Sound Attenuated Enclosure on a UL Listed Integral Fuel Tank Base



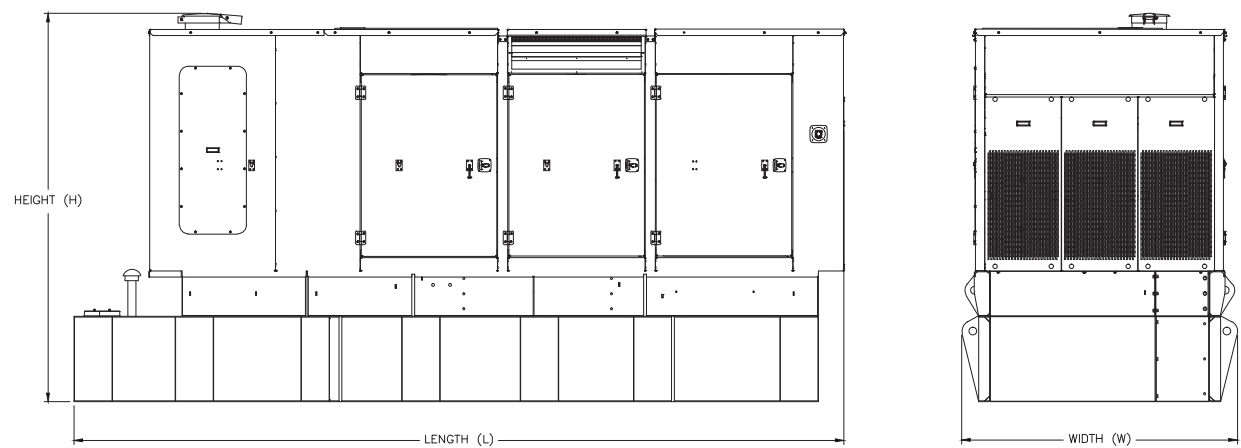
Model	Standby ekW	Length “L”		Width “W”		Height “H”	
		mm	in	mm	in	mm	in
C13	350	5461	215.0	2014	79.3	2743	108.0
	400						
C15	350	4948	194.8	2014	79.3	2619	103.0
	400						
	450						
	500						
C18	550	5187	204.2	2014	79.3	2561	101.0
	600						

Sound Attenuated Enclosure on a UL Listed 643 Gallon Sub-Base Fuel Tank Base



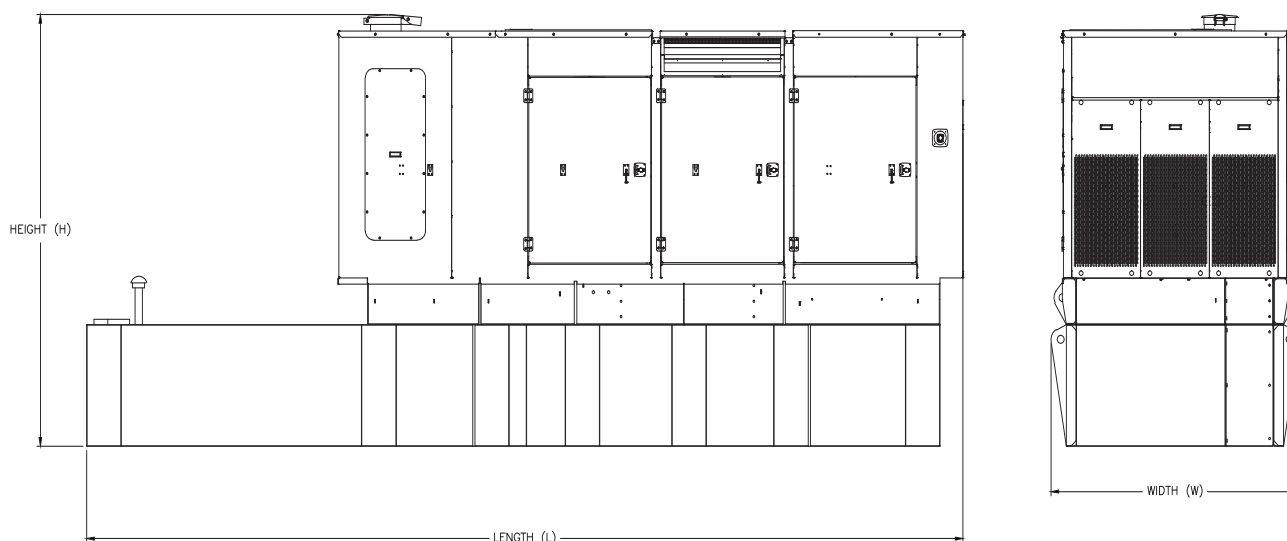
Model	Standby ekW	Length “L”		Width “W”		Height “H”	
		mm	in	mm	in	mm	in
C13	350	4948	194.8	2056	80.9	2955	116.3
	400						
C15	350	4948	194.8	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5184	204.1	2056	80.9	2897	114.1
	600						

Sound Attenuated Enclosure on a UL Listed 1024 Gallon Sub-Base Fuel Tank Base



Model	Standby ekW	Length “L”		Width “W”		Height “H”	
		mm	in	mm	in	mm	in
C13	350	5751	226.4	2056	80.9	2955	116.3
	400						
C15	350	5751	226.4	2056	80.9	2955	116.3
	400						
	450						
	500						
C18	550	5747	226.3	2056	80.9	2897	114.1
	600						

Sound Attenuated Enclosure on a UL Listed 1996 Gallon Sub-Base Fuel Tank Base



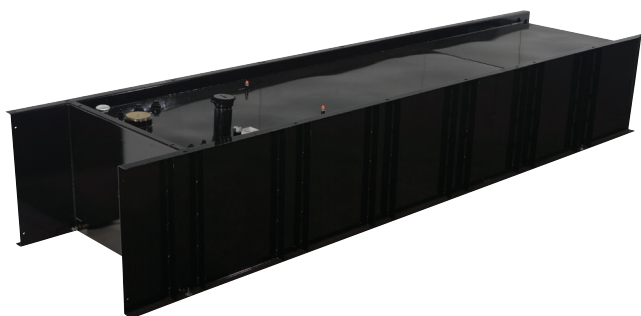
Model	Standby ekW	Length "L"		Width "W"		Height "H"	
		mm	in	mm	in	mm	in
C13	350	6382	251.2	2056	80.9	3209	126.3
	400						
C15	350	6382	251.2	2056	80.9	3209	126.3
	400						
	450						
	500						
C18	550	7271	286.2	2056	80.9	3151	124.1
	600						

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C13 / C15 / C18 Integral and Sub-Base Fuel Tanks

US Sourced
Diesel Generator Set
350 – 600 kW 60 Hz

Picture shown may not represent actual package

Features

- UL Listed for United States (UL 142) and Canada (CAN/ULC S601)
- Facilitates compliance with NFPA 30 code, NFPA 37 and 110 standards and CSA C282 code
- Dual wall
- Lockable fuel fill cap, 4" (101.6 mm) NPT
- Low fuel level warning standard, customer configurable warning or shutdown
- Primary tank leak detection switch in containment basin
- Tank design provides capacity for thermal expansion of fuel
- Fuel supply dip tube is positioned so as not to pick up fuel sediment
- Fuel return and supply dip tube is separated by an internal baffle to prevent immediate re-supply of heated return fuel
- Pressure washed with an iron phosphate solution
- Interior tank surfaces coated with a solvent-based thin-film rust preventative
- Heavy gauge steel gussets with internal lifting rings
- Primary and secondary tanks are leak tested at 20.7 kPa (3 psi) minimum
- Compatible with open packages and enclosures
- Gloss black polyester alkyd enamel exterior paint
- Welded steel containment basin (minimum of 110% of primary tank capacity)
- Direct reading fuel gauge with variable electrical output
- Emergency vents on primary and secondary tanks are sized in accordance with NFPA 30

Sub Base

- The sub-base fuel tank mounts below the generator set wide base

Integral

- Integral diesel fuel tank is incorporated into the generator set base frame
- Robust base design includes linear vibration isolators between tank base and engine generator

Options

- Audio/visual fuel level alarm panel
- 5 gal (18.9 L) spill containment
- 5 gal (18.9 L) spill containment with fuel fill drop tube with in 6" (152 mm) from bottom of tank
- 5 gal (18.9 L) spill containment with overfill prevention valve and fuel fill drop tube with in 6" (152 mm) from bottom of tank
- ULC Listed 7.5 gal (28.4 L) spill containment with vent extensions, vent whistle, and drop tube facilitating compliance with CSA B139-09
- ULC Listed 7.5 gal (28.4 L) spill containment with overfill prevention valve, vent extensions, vent whistle and drop tube facilitating compliance with CSA B139-09

Integral & Sub-Base Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights

Integral – Width (W) 2014 mm (79.3 in)

Sub-base – Width (W) 2056 mm (81.0 in)

Open Set & Weather Protective Enclosure

C13 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW013	2646	699	2540	671	1569	3450	762	30.0	5461	215	2552	100.5	2743	108.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4483	889	35.0	6184	243.5	3017	118.8	3209	126.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	5052	889	35.0	7074	278.5	2291	117.8	3789	149.2
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2763	108.8	2955	116.3

C15 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW002	1283	339	1262	333	1015	2237	635	25.0	3814	150.1	2426	95.5	2619	103.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4912	889	35.0	6184	243.5	3017	118.8	3209	126.3
Sub-Base	FTDW008	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2763	108.8	2955	116.3

C18 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW004	1446	382	1422	376	1015	2237	635	25.0	3814	150.1	2426	95.5	2560	100.8
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	2763	108.8	2955	116.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	4134	889	35.0	7074	278.5	2291	117.8	3159	124.4
Sub-Base	FTDW008	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	2739	107.9	2905	114.4

Integral & Sub-Base Fuel Tank Base Useable Capacities with Fuel Tank Dimensions & Weights

Integral – Width (W) 2014 mm (79.3 in)

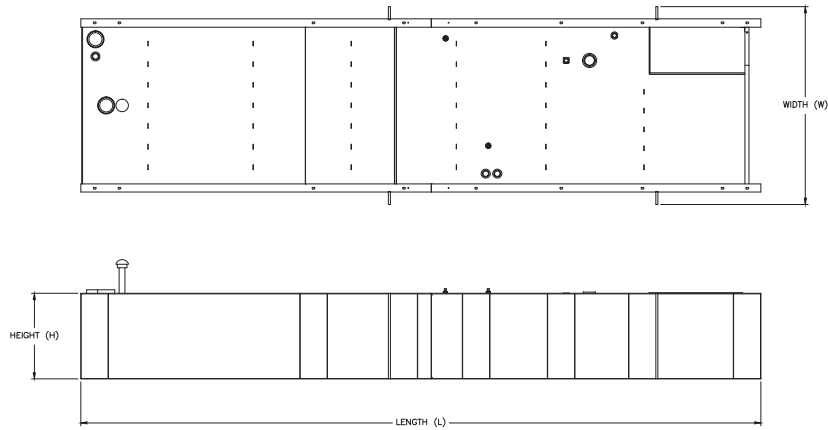
Sub-base – Width (W) 2056 mm (81 in)

Sound Attenuated Enclosure

C13 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW013	2646	699	2540	671	1569	3450	762	30.0	5461	215.0	NA	NA	2743	108.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2033	4483	889	35.0	6184	243.5	NA	NA	3209	126.3
Sub-Base	FTDW007	8339	2203	8244	2178	2292	5052	889	35.0	7074	278.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2955	116.3

C15 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW001	1283	339	1262	333	1015	2237	639	25.0	4746	186.9	NA	NA	2619	103.0
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2955	116.3
Sub-Base	FTDW006	7643	2019	7556	1996	2228	4912	889	35.0	6184	243.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2955	116.3

C18 Tank Design	Feature Code	Total Capacity		Useable Capacity		Tank Only						Overall Package Height with Tank			
						Dry Weight		Height 'H'		Length 'L'		Open		Enclosure	
		Liter	Gallon	Liter	Gallon	kg	lb	mm	in	mm	in	mm	in	mm	in
Integral	FTDW003	1446	382	1422	376	1015	2237	635	25.0	3814	150.1	NA	NA	2560	100.8
Sub-Base	FTDW005	3941	1041	3876	1024	1659	3657	635	25.0	5550	218.5	NA	NA	2905	114.3
Sub-Base	FTDW007	8339	2203	8244	2178	2150	4134	889	35.0	7074	278.5	NA	NA	3209	126.3
Sub-Base	FTDW011	2476	654	2435	643	1468	3236	635	25.0	3810	150.0	NA	NA	2905	114.3



The heights listed above do not include lumber used during manufacturing and shipping.

Estimated Run Times (Hours) at 100% Load

C13 Tank Design	Feature Code	Standby Ratings (ekW)				Prime Ratings (ekW)			
		400	350	—	—	350	320	—	—
Integral Tank	FTDW013	24	27	—	—	25	29	—	—
Sub-Base	FTDW005	36	41	—	—	38	43	—	—
Sub-Base	FTDW006	71	80	—	—	74	85	—	—
Sub-Base	FTDW007	77	87	—	—	81	93	—	—
Sub-Base	FTDW011	23	25	—	—	24	27	—	—

C15 Tank Design	Feature Code	Standby Ratings (ekW)				Prime Ratings (ekW)			
		500	450	400	350	455	410	365	320
Integral Tank	FTDW001 / FTDW002	9	9	11	11	10	10	11	12
Sub-Base	FTDW005	28	29	32	36	30	31	35	38
Sub-Base	FTDW006	54	57	62	70	60	62	68	74
Sub-Base	FTDW008 / FTDW011	17	18	20	22	19	20	22	24

C18 Tank Design	Feature Code	Standby Ratings (ekW)				Prime Ratings (ekW)			
		600	550	—	—	545	500	—	—
Integral	FTDW003 / FTDW004	8	9	—	—	9	10	—	—
Sub-Base	FTDW005	24	25	—	—	25	27	—	—
Sub-Base	FTDW007	51	54	—	—	54	59	—	—
Sub-Base	FTDW008 / FTDW011	15	16	—	—	16	17	—	—

Tanks with full electrical stub-up area include removable end channel. Tanks with RH stub-up include stub-up area directly below the circuit breaker or power terminal strips. Dimensions include weather-protective enclosure exhaust system.

Dual wall sub-base tanks are UL Listed and constructed in accordance with UL Standard for Safety UL 142, Steel Aboveground Tanks for Flammable and Combustible Liquids and Canada CAN/ULC S601, Standard for Shop Fabricated Steel Aboveground Horizontal Tanks for Flammable and Combustible Liquids.

Fuel tanks and applicable options facilitate compliance with the following United States NFPA Code and Standards:

NFPA 30: Flammable and Combustible Liquids Code

NFPA 37: Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines

NFPA 110: Standard for Emergency and Standby Power Systems

Fuel tanks and applicable options facilitate compliance with the following Canadian Standard and Code:

CSA C282 – Emergency Electrical Power Supply for Buildings

CSA B139-09 – Installation Code for Oil-Burning Equipment

The following sub-base fuel tanks meet Chicago code for containment and labelling:

FTDW005

FTDW008

FTDW011

www.cat.com/electricpower

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City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0005

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON THE LABOR MANAGEMENT TEAM, NARCOTIC OVERDOSE TREATMENT, AND TRAFFIC ENFORCEMENT

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 Fayetteville Police Department Policies 15.4, Labor Management Team; 41.3.6, Narcotic Overdose Intranasal Naloxone; and 61.1 Traffic Enforcement.

City of Fayetteville Staff Review Form

2018-0005

Legistar File ID

1/16/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Greg Tabor, Chief of Police

12/29/2017

Police /

Police Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Council approves a resolution adopting Fayetteville Police Policies 15.4, Labor Management Team; 41.3.6, Narcotic Overdose Intranasal Naloxone and 61.1, Traffic Enforcement.

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:



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 16, 2018

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police

A handwritten signature in black ink, appearing to be "G. Tabor", written over the name "Greg Tabor" in the "FROM:" line.

DATE: December 29, 2017

SUBJECT: Police Department Policy

RECOMMENDATION:

Council approves a resolution adopting Fayetteville Police Policies 15.4, Labor Management Team; 41.3.6, Narcotic Overdose Intranasal Naloxone and 61.1, Traffic Enforcement.

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended by employees and developing policies to guide employees in the use of new equipment and current practices of the department. Policy 15.4, Labor Management Team and 41.3.6, Narcotic Overdose Intranasal Naloxone are new policies. 61.1, Traffic Enforcement is an existing policy approved by the council on November 19, 2013.

DISCUSSION:

Fayetteville Police Policy 15.4, Labor Management Team is a new policy that establishes formal guidelines to an existing practice at the department. Fayetteville Police Policy 41.3.6, Narcotic Overdose Intranasal Naloxone is a new policy that addresses a current issue in law enforcement and guides employees in the use of new equipment. Fayetteville Police Policy 61.1, Traffic Enforcement is an existing policy that contains changes to meet expectations and mirror language in other existing policies.

BUDGET/STAFF IMPACT:

These policies will not have any impact on budget or staff at this time.

Attachments:

Fayetteville Police Policy 15.4, Labor Management Team
Fayetteville Police Policy 41.3.6, Narcotic Overdose Intranasal Naloxone
Fayetteville Police Policy 61.1, Traffic Enforcement

POLICIES, PROCEDURES, AND RULES

Subject: 15.4 Labor Management Team (LMT)	Effective Date:
Reference:	Version: 1
CALEA:	No. Pages: 2

I. Purpose

The purpose of this policy is to establish the composition and set forth the procedures that govern the Fayetteville Police Department's Labor Management Team (LMT). The LMT is a process of labor and management working together with a common goal of discussing and resolving mutual problems and improving their relationship.

II. Policy

A. Composition of the LMT

1. The LMT will consist of the Chief of Police, the Fraternal Order of Police (FOP) President, and other representatives appointed to the LMT.
2. The meetings will be co-chaired by the Chief of Police and the FOP President, or their designees.
3. Other employees of the department are welcome to attend the meetings. These employees are strictly present as observers, and they will not participate in discussions unless recognized by one of the co-chairs.

B. Rules of the LMT

1. Rules will be determined by the consensus of the LMT. Refer to the current LMT Ground Rules.
2. Job titles of LMT members are not weighed as part of building a consensus on a particular topic. All LMT members are encouraged to include their opinions in discussions within the scope of the other rules in this policy.
3. There is no dress code required for the meetings.
4. All discussions shall be conducted in a professional manner.
5. Off duty non-members of the LMT will not be considered as on duty for compensation purposes.
6. All decisions shall be made by a consensus of the LMT.

C. Meeting Structure

1. LMT meeting dates and times will be scheduled by the co-chairs.

2. Agenda items will be submitted in writing to the record keeper, Administrative Captain, seven days prior to the scheduled meeting.
3. If there are no agenda items set for a particular meeting, the meeting will be canceled.
4. The person submitting an agenda item(s) for the meeting shall attach a short description of the issues to be discussed.
5. Meetings shall start and end on time, unless changes are agreed upon in advance.
6. Discussion during the meeting should be centered on the issue at hand.
7. Items not set on the agenda will not be discussed unless approved by the LMT.
8. A consensus reached during a meeting cannot be changed by the disagreement of an LMT member absent from the meeting.
9. Cancelled meetings will be rescheduled by the co-chairs.

D. Minutes

1. Minutes shall not identify individuals and should concentrate on the discussions between the parties and the decisions made by the group.
2. Minutes will only identify, when necessary, whether a management or labor made the statement.
3. Minutes from the previous meeting will be reviewed as the first piece of business at each meeting.
4. Draft minutes will be posted on the agency drive until replaced with the approved minutes.
5. Minutes must be approved by both parties before they become final.

POLICIES, PROCEDURES, AND RULES

Subject: 41.3.6 Narcotic Overdose Intranasal Naloxone	Effective Date:
Reference: A.C.A 20-13-1804 (Naloxone Access Act)	Version: 1
CALEA: 17.5.3	No. Pages: 4

I. PURPOSE

The purpose of this policy is to establish guidelines and procedures governing the utilization of intranasal naloxone administered by the Fayetteville Police Department. The objective is to reduce the number of fatalities which occur as a result of opiate overdose and protect police department employees against accidental exposure of opiates by the proper pre-hospital administration of intranasal naloxone.

II. DISCUSSION

This policy recognizes the Naloxone Access Act (A.C. A. § 20-13-1804), which allows a healthcare professional acting in good faith to directly or by standing order prescribe and dispense an opioid antagonist to a law enforcement officer or agency. It allows a person acting in good faith, who reasonably believes that another person is experiencing an opioid-related drug overdose, to administer an opioid antagonist that was prescribed and dispensed by a healthcare professional under this act. Employees who administer an opioid antagonist under this act are immune from civil liability, criminal liability, or professional sanctions for administering, prescribing, or dispensing an opioid antagonist under this act.

III. POLICY

Naloxone will only be deployed by Fayetteville Police Department Cardiopulmonary Resuscitation (CPR) certified employees that have successfully completed the Intranasal Naloxone Training program and have become familiar with this policy. Intranasal Naloxone will be used for the treatment of drug overdose victims. When possible, a patrol unit shall be dispatched to any call that relates to a drug overdose. The goal of the responding employee(s) shall be to provide immediate assistance via the use of naloxone where appropriate, to provide any treatment commensurate with their training as first responders, to assist other Emergency Medical Service (EMS) or Fayetteville Fire Department (FFD) personnel on scene, and to handle any criminal investigations that may arise.

IV. DEFINITIONS

- A. Opiate: An opiate is a medication or drug that is derived from the opium poppy or that mimics the effect of an opiate (a synthetic opiate). Opiate drugs are narcotic sedatives that depress activity of the central nervous system, reduce pain, and induce sleep. Police often encounter opiates in the form of morphine, methadone, codeine, heroin, fentanyl, oxycodone (Oxycontin®, Percocet®, and Percodan®) and hydrocodone (Vicodin®).
- B. Opioid Antagonist: Any drug that binds to an opioid receptor and blocks or inhibits the effects of opioids acting on the receptor and that is approved by the United States Food and Drug Administration for the treatment of an opioid-related drug overdose.
- C. Naloxone: Naloxone is an opioid antagonist that can be used to counter the effects of opiate overdose. Specifically, it can displace opioids from the receptors in the brain that control the central nervous system and respiratory system.
- D. Medical Control Physician: The Medical Control Physician (MCP) shall be a designated Medical Doctor who is licensed to practice medicine in the State of Arkansas. The Fayetteville Police Department shall maintain an affiliation with the MCP. The Chief of Police or his designee shall periodically consult with the MCP to review overall training, equipment, procedures, changes to applicable laws and regulations and/or the review of specific medical cases. At his/her discretion, the MCP may assist in training members of the Fayetteville Police Department.
- E. Universal Precautions: Universal precautions shall mean equipment that is provided to employees of the Fayetteville Police Department which may include but not limited to nitrile protective gloves, eye protection, respirator masks, and Tyvek® protective suits.

V. PROCEDURE

When an employee of the Fayetteville Police Department arrives at the scene of a medical emergency prior to the arrival of EMS, and reasonably believes the person is suffering from an opiate overdose, which may be indicated by, but not limited to:

- A. breathing very slow or not breathing;
- B. blue or purplish lips or fingernails;
- C. limp;
- D. pinpoint pupils;
- E. vomiting or gurgling; and/or failing to respond.

Employees shall take the following steps when administering intranasal naloxone.

- A. Prior to the assessment of a person, universal precautions should be employed by responding employees.
- B. Employees should conduct a medical assessment of the person to determine if he/she is possibly encountering an opiate overdose based upon an initial assessment or

witness accounts to include statements made by witnesses or family members about drug use.

- C. If the employee reasonably believes there has been an opiate overdose, the naloxone kit should be used.
- D. The employee shall use the intranasal mist to administer a four (4) milligram intranasal dose of naloxone to one (1) nostril.
- E. The employee should observe for 2-3 minutes, and if no response, administer a second four (4) milligram intranasal dose of naloxone to the opposite nostril for a complete dosage of eight (8) milligrams.
- F. Employees should be aware that a rapid reversal of an opiate overdose may cause projectile vomiting by the person and/or violent behavior.
- G. The person being treated should continue to be observed and treated as the situation dictates.
- H. The treating employee shall ensure an EMS response, informing them about the treatment and condition of the person.
- I. The employee shall not relinquish care until relieved by a person with a higher level of training.

Police canines in the course of their duties may be exposed to an opiate and experience an overdose. Employees shall take the following steps when administering intranasal naloxone to police canines.

- A. An employee who reasonably believes a police canine is experiencing an overdose should use a naloxone kit.
- B. The employee shall use the intranasal mist to administered a four (4) milligram intranasal dose of naloxone to one (1) nostril.
- C. The employee shall obtain medical treatment for the police canine as soon as possible.

VI. REPORTING

- A. The treating employee shall report each intranasal naloxone deployment to the Criminal Justice Institute's Naloxone Reporting Tool at the website <https://surveys.afmc.org/surveys/?s=MTLY7L93WW>.
- B. A case report of the event shall be completed by the treating employee prior to the end of his/her shift. The report shall detail the nature of the incident, the care given, the fact that intranasal naloxone was deployed, and confirmation the incident was reported to the Criminal Justice Institute.
- C. The patrol captain will assist the overseeing physician with a review of all overdose reports where intranasal naloxone was used.

VII. EQUIPMENT AND MAINTENANCE

- A. Uniform employees whose normal duties / assignments may require them to respond to overdose incidents shall be required to carry or have immediately available their issued naloxone kit. Uniform employees are exempt from this requirement:
 - 1. By directive from the Chief of Police or his designee; or

2. If there is no method to keep the naloxone kits within the required temperature range. These assignments include, but are not limited to: motorcycle patrol, bike patrol, foot patrol, and employees working special events.
- B. When conditions exist to keep the naloxone kits within the required temperature range, all other department personnel who are issued naloxone kits shall have their kits immediately available.
- C. It shall be the responsibility of each employee to inspect their assigned naloxone kit prior to the start of each shift to ensure the kit is intact.
- D. If a naloxone kit is damaged, lost, stolen or defective, the employee shall submit a memorandum through his/her chain of command.
- E. The Administrative Lieutenant will track damage, lost, stolen or defective equipment.
- F. Naloxone kits must not be stored in direct sunlight and must not be stored in temperatures below 59 degrees Fahrenheit or above 86 degrees Fahrenheit.
- G. The Evidence Manager will maintain an inventory documenting the quantities and expirations of naloxone replacement supplies, and he/she will keep a log documenting the issuance of replacement units.

VIII. REPLACEMENT

- A. Employees shall notify the Evidence Division personnel and their supervisors via email when a naloxone kit has been used.
- B. The Evidence Division personnel or a department supervisor will be responsible for replacing naloxone kits that have been used, damaged, lost, stolen or defective.

IX. TRAINING

- A. Employees shall receive a standardized training course with the curriculum developed by the Criminal Justice Institute prior to being allowed to carry and use naloxone.
- B. Employees shall receive refresher training every two years.
- C. The Training Division shall develop the naloxone training curriculum, ensure employees are qualified as a trained overdose responder, and maintain all trained overdose responder training records.
- D. Training is mandatory for all sworn personnel, employees assigned to the Evidence Division, crime scene technicians, and other employees as directed by the Chief of Police or his designee.

X. MEDICAL CONTROL PHYSICIAN RESPONSIBILITIES

The Medical Control Physician, who must be an Arkansas state-licensed physician, will:

- A. Provide clinical consultation, expertise and oversight of medical issues related to the Intranasal Naloxone Program;
- B. Approve training program content and protocols as needed, in consultation with the Fayetteville Police Department Training Division supervisor;
- C. Approve and provide ongoing supervision of the trainers;
- D. Approve affiliated prescribers;
- E. Review reports of all administration of Intranasal Naloxone with the Fayetteville Police Department patrol captain as needed; and
- F. Oversee procurement of naloxone.

POLICIES, PROCEDURES, AND RULES

Subject: 61.1 Traffic Enforcement	Effective Date: November 19, 2013
Reference: 61.1.11, 61.3	Version: 2
CALEA: 61	No. Pages: 6

I. Purpose

The purpose of this policy is to establish the procedures that enable the Fayetteville Police Department to execute its traffic related responsibilities and services. The department's activities are specifically directed toward reducing violations through preventive patrol and active enforcement, and our standards govern the relationships that exist with motorists, pedestrians, courts, and prosecutors.

II. Policy

A. Traffic Enforcement

1. The prevailing goal of the Fayetteville Police Department's traffic enforcement efforts shall be the reduction and prevention of traffic collisions. The following measures shall be taken with that goal in mind [CALEA 61.1.1]:
 - a. The patrol captain or designee will periodically review and compare traffic collision data [CALEA 61.1.1 a].
 - b. The patrol captain or designee will oversee compilation and review of traffic enforcement activities data using the department's traffic records system [CALEA 61.1.1 b].
 - c. The patrol captain or designee will compare collision data with that of traffic enforcement activities data with the overall purpose to develop the best implementation of selective traffic enforcement [CALEA 61.1.1 c].
 - d. Traffic complaints taken from the public shall also be taken into consideration.
 - e. Areas and specific times of the day and week where multiple collisions have occurred or where complaints have been validated shall be identified. Information will be provided by the patrol captain or his designee to the patrol lieutenants who shall oversee selective assignments of enforcement personnel. [CALEA 61.1.1 d] Traffic enforcement personnel may be assigned with the purpose of combating the problem areas identified [CALEA 61.1.1 e].
 - f. The patrol captain or his designee will evaluate these areas where selective traffic enforcement assignments were made and identify and document reductions in traffic collisions and traffic complaints [CALEA 61.1.1 f].

2. Officers of the Fayetteville Police Department are required to take appropriate enforcement actions incidental to traffic law violations and ~~should~~ shall do so in a firm, fair, and impartial manner. Officers have the discretion to address traffic violations committed by residents and non-residents through warnings, citations, and physical arrests. It shall be at the officer's discretion as to which approach is taken where most traffic violations are concerned. Warnings may be issued when circumstances warrant, especially in the case of inadvertent violations. In the majority of cases, the issuance of a traffic citation is applicable for most minor traffic violations. A physical arrest is the preferred method in all cases where sufficient probable cause exists that an operator of a motor vehicle is DWI or DUI [CALEA 61.1.2, 61.1.3a].
3. This policy establishes procedures for officers in their response to violators of specific types of classifications [CALEA 61.1.3]:
 - a. It is the policy of Fayetteville Police Department that in the case of traffic violations involving juveniles, juveniles may be warned, ticketed, or arrested if justified. Warnings may be issued when circumstances warrant, especially in the case of inadvertent violations. The issuance of a traffic citation is applicable for most minor traffic violations. A physical arrest is the preferred method in all cases where sufficient probable cause exists that a juvenile is DWI or DUI. For arrest protocol, officers shall follow the protocol set forth in 44.1.1 Juvenile Operations Policy [CALEA 61.1.3 b].
 - b. By law, members of the United States Congress and the Arkansas Legislature are immune from arrest during their attendance at the session of their respective houses of the legislature and when going to and returning from these sessions, except in cases of treason, felony, and breach of the peace. Officers should exercise good judgment and discretion when facing traffic violators that fall in this category. [CALEA 61.1.3 c].
 - c. Actions that may be taken regarding foreign diplomats, consular officials, and their staff members depend on the person's status. All persons who may have a legitimate claim to some sort of immunity should carry diplomatic identification issued by the U.S. State Department. It is the expectation of the Fayetteville Police Department and this policy that all dealings with such persons shall be handled with courtesy and respect and an awareness of the importance of avoiding an incident that will reflect unfavorably on our city, state, and country. Diplomatic and Consular Privileges differ upon category. If enforcement action is considered justified and required, a traffic citation is the preferred release method. Each category of official may be issued a traffic citation; however, certain categories of officials cannot be arrested or prosecuted due to immunities. ~~Officers and supervisors faced with criminal charges on these officials should contact supervisory personnel of our Criminal Investigation Division for guidance~~ [CALEA 61.1.3 d]. Officers faced with the potential for criminal charges on these officials shall contact supervisory personnel to determine the appropriate course of action. If an arrest is legal and warranted, the supervisor should ensure consular notification is followed as described in Fayetteville Police Policy 1.2.1 (Limits of Authority) [CALEA 61.1.3.d].
 - d. Military personnel may be issued warnings, traffic citations, and may be arrested under the same circumstances as other violators in most cases. In cases where military personnel are legitimately in transport to an active duty station under orders

of their commanding officer and when a physical arrest is at stake, officers **should shall** consult their supervisor. The supervisor will assist in making an appropriate determination based on a review of the military person's paperwork, communication with commanding officers that may apply, and review of Arkansas State Law 16-81-102 where immunity to arrest may apply [CALEA 61.1.3 e].

4. Officers of the Fayetteville Police Department will utilize electronic ticketing, when possible, at the time motorists are charged with violations. Fayetteville Police support personnel will provide patrol continued support in the operations of electronic ticketing. Officers shall provide the following information to motorists relating to the specific charge [CALEA 61.1.4]:
 - a. Court appearance date [CALEA 61.1.4 a.];
 - b. A determination of optional or mandatory nature of court appearance by the motorist [CALEA 61.1.4 b.];
 - c. Notice of whether the motorist is allowed to pay the fine by mail or at the police department [CALEA 61.1.4 c.], and;
 - d. Other pertinent information that must be provided to the motorist prior to release [CALEA 61.1.4 d.].
5. It is the goal of this policy to provide officers with a consistent approach toward traffic law violations [CALEA 61.1.5]:
 - a. It is the policy of the Fayetteville Police Department to aggressively enforce situations involving the operation of a vehicle by a driver under the influence of alcohol or drugs. A physical arrest is the preferred method in these situations. Officers will be guided by Fayetteville Police Policy 61.1.11 DWI, DUI [CALEA 61.1.5 a.].
 - b. Officers encountering operators driving with a suspended or revoked driver's license based on a previous DWI are encouraged to make a physical arrest. Operators whose license has been suspended for other reasons may be issued a citation, but officers should ensure they don't continue to drive the vehicle [CALEA 61.1.5 b.].
 - c. Officers of the Fayetteville Police Department shall be afforded discretion when deciding upon speeding violations. Officers may give consideration to weather conditions, the subject's manner of driving, traffic volume, location of the offense, and any pedestrian location in determining the appropriate course of action [CALEA 61.1.5 c.].
 - d. Officers should be attuned to other hazardous violations that can result in motor vehicle collisions, injury, and death. Officers are asked to remain alert and to take appropriate actions with violators [CALEA 61.1.5 d.].
 - e. Officers should be attuned to non-hazardous and non-moving violations. In these types of cases, officers are afforded discretion in ensuring violators understand the laws [CALEA 61.1.5 h.].
 - f. Officers must also be prepared to deal with off-road vehicle violations. In these situations, officers must weigh potential impacts of the vehicle's actions, city ordinances, and state laws [CALEA 61.1.5 e.].

- g. Officers should be mindful of equipment violations of operators and be willing to take enforcement action. In many of these cases, operators in these situations may be displaying an overt disregard for the law and safety of others [CALEA 61.1.5 f.].
 - h. In dealing with commercial vehicle violations, officers should be mindful of state laws regarding commercial drivers' licenses. Officers may utilize the Arkansas State Police, the Arkansas Highway Police, and the Department of Transportation [CALEA 61.1.5 g.].
 - i. Officers may encounter violators that have violated multiple laws. This is often the case involving DWI offenses. Officers should be mindful of these different violations and cite or warn accordingly while documenting the various violations [CALEA 61.1.5 i.].
 - j. Officers ~~should~~ **shall** understand that newly enacted laws and regulations will occur. The department's administration and supervisors will assist in identifying these newly enacted laws and introduce them during shift briefings, via email, and with new policies when necessary. Supervisors ~~should~~ **shall** keep an open mind with newly enacted laws and show a willingness to discuss them with their subordinates [CALEA 61.1.5 j.].
 - k. Officers are expected to stay informed of current traffic law. Officers shall understand the difference between primary and secondary violations listed in state statutes and will not stop a vehicle based solely on a secondary violation.
 - l. Investigating officers will have discretion and make all reasonable attempts to establish fault in motor vehicle collisions and may issue a citation or make a physical arrest when warranted [CALEA 61.1.5 k.].
 - m. Officers should be familiar with state laws and city ordinances that govern the movement of pedestrians and bicycles. Officers are afforded the discretion to issue citations when practical and to take opportunities to educate persons when in the best interest of the safety of that person and the public [CALEA 61.1.5 l.].
6. The following will govern traffic law enforcement practices for the Fayetteville Police Department [CALEA 61.1.6]:
- a. Officers assigned to patrol will perform area traffic patrol assignments within their assigned patrol beats (area, line or directed) [CALEA 61.1.6 a.].
 - b. Officers are permitted, independently or through orders, to conduct stationary observation of traffic. This can be conducted in either covert or overt fashion [CALEA 61.1.6 b.].
 - c. Officers will use standard marked patrol units when making law enforcement traffic stops. Unless exigent circumstances are present, unmarked vehicles shall not be used to make law enforcement traffic stops [CALEA 61.1.6 c.].
7. The majority of violators contacted by police may be ordinary citizens who may form their opinion of the police department based on this one encounter. Officers shall engage in a professional manner in their contacts [CALEA 61.1.8]:
- a. Officers shall professionally and courteously identify themselves by full name and department, state the reason for the stop, and when possible, provide written identification.

~~Officers should extend a customary greeting to each person on stops, and officers should identify themselves by name and jurisdiction and explain the reason for the stop.~~

- b. Officers should afford the person the opportunity to provide their explanation of their driving behavior.
 - c. Officers should ~~attempt to~~ politely ask for the person's identification and remain courteous while projecting a professional demeanor during the interview or questioning.
 - d. Officers ~~should~~ ~~shall~~ minimize conflict with the violator while facilitating a professional interaction.
8. Routine enforcement, collision reporting, and investigation activities frequently lead to the discovery of drivers who have suspected incompetence, physical or mental disability, disease, or other conditions that might prevent the person from exercising reasonable care over a motor vehicle. An officer having grounds to believe a driver is incompetent shall forward report documentation with an attached letter to Arkansas Driver Control of the Office of Driver Services [CALEA 61.1.12].
9. Parking enforcement of the Fayetteville Police Department will be carried out in the following categories to include routine patrol, parking complaints, traffic hazards, and special events [CALEA 61.1.13]:
 - a. Officers assigned to patrol ~~should~~ ~~shall~~ use sound judgment and appropriate discretion when encountering parking violations of their own observation ;
 - b. Officers responding to a complaint of a parking violation ~~should~~ ~~shall~~ first investigate to determine the validity of the complaint and take appropriate action (warning, citation, towing, etc);
 - c. Officers responding to a complaint where a traffic hazard exists shall attempt to locate the operator to remove it before towing the vehicle;
 - d. Officers may often encounter parking violations during special events. Generally, the supervisor in charge of the event will have contingency plans for parking issues in areas of our venues. Officers ~~should~~ ~~shall~~ report newly found parking issues during the special event.
- B. Safety Checkpoints - Roadside safety checks when used will be part of a directed patrol assignment. They are required to be planned and supervised by a ranking officer of this department [CALEA 61.1.6 d.].
 1. Checkpoints are an effective means of enforcing the laws of the State of Arkansas while protecting all motorists. Safety Checkpoints will be conducted within the following parameters:
 - a. Each checkpoint must be conducted in a location furnishing adequate visibility for motorists traveling in either direction. When considering the location, the consideration for officer and public safety is paramount.
 - b. A pull-off area safe zone will be established for vehicles traveling both directions.
 - c. Marked units with activated emergency lights will be stationed at each end of the checkpoint area.

- d. A supervisor of the department will be required to administer the safety check point.
2. Officers assigned to a safety checkpoint will abide by the following rules:
- a. Officers are required to wear reflective vests.
 - b. Officers are to cautiously approach all vehicles and to be alert to suspicious movements and actions of the occupants.
 - c. Officers will allow the driver and occupants to remain inside their vehicle unless their removal from the vehicle is necessary due to facts leading the officer to reasonably suspect that: a crime has been or is being committed; the person presents some danger to the officer or others; or the person is armed and presently dangerous.
 - d. Officers are instructed to advise the driver of the vehicle, "This is a police safety checkpoint."
 - e. Officers should then check the vehicle operator's driver's license and vehicle registration.
 - f. Officers should take any action deemed necessary or appropriate.
 - g. Officers should close the stop by thanking the vehicle operator for his cooperation and by promptly releasing the vehicle and occupants unless an arrest is made.

Note: It should be noted that in the case of working in conjunction with the Arkansas State Police, the requirements set forth in this policy meet the requirements of the Arkansas State Police.



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0007

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-72 FERRARA FIRE APPARATUS:

A RESOLUTION TO AWARD BID #17-72 AND AUTHORIZE THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER UNIT FROM FERRARA FIRE APPARATUS, INC. IN THE AMOUNT OF \$114,675.00 PLUS APPLICABLE TAXES

WHEREAS, the Fire Department recommends the purchase of a Mobile Air Cascade System Trailer Unit that will allow the self-contained breathing apparatus used by firefighters to be immediately refilled while on the scene of a fire or during training exercises; and

WHEREAS, the unit will also benefit the City's automatic aid and training partners across the region; and

WHEREAS, \$110,001.00 of the cost of the unit will be covered by a Federal Emergency Management Agency-administered Assistance to Firefighters Grant.

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 awards Bid #17-72 and authorizes the purchase of a Mobile Air Cascade System Trailer Unit from Ferrara Fire Apparatus, Inc. in the amount of \$114,675.00 plus applicable taxes.

City of Fayetteville Staff Review Form

2018-0007

Legistar File ID

1/16/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

12/29/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution awarding Bid 17-72 for the purchase of a mobile air cascade system trailer unit from the vendor Ferrara Fire Apparatus in the amount of \$114,675 plus associated sales tax for total of \$125,855.81.

Budget Impact:

2230.900.8005-5801.00

Special Grants

Account Number

Fund

31705.1

Fire-FEMA Grant for Mobile Air Cascade System

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 139,150.00

Funds Obligated \$ -

Current Balance \$ 139,150.00

Does item have a cost? Yes

Item Cost \$ 125,855.81

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 13,294.19

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JANUARY 16, 2018

TO: Mayor Jordan and City Council

FROM: David Dayringer, Fire Chief

DATE: December 29, 2017

SUBJECT: Approval of a resolution awarding Bid 17-72 for the purchase of a mobile air cascade system trailer unit from the vendor Ferrara Fire Apparatus in the amount of \$114,675 plus associated sales tax for total of \$125,855.81.

RECOMMENDATION:

Approval of a resolution awarding Bid 17-72 for the purchase of a mobile air cascade system trailer unit from the vendor Ferrara Fire Apparatus in the amount of \$114,675 plus associated sales tax for total of \$125,855.81.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events.

This purchase of a Mobile Air Cascade System Trailer Unit utilizing \$110,001 grant funds and the city paying the remaining amount will allow the self-contained breathing apparatus (SCBA) used by firefighters to be immediately refilled while on the scene of a blaze or during training exercises. It will not only benefit the city's firefighters but also our automatic aid and training partners across the region.

DISCUSSION:

The approval of this resolution will allow for the purchase of a mobile air cascade system trailer unit. Having a complete mobile cascade system for air quality at our training facility and other response sites allows our equipment to be rapidly refilled for prompt response to our citizens. This project will insure the proper and essential respiratory care needs and health of the firefighting men and women servicing the diverse communities of Northwest Arkansas. Ferrara Fire Apparatus' bid was selected due to meeting or exceeding the minimum specifications outlined by the City. (The other vendor's lower bid was rejected due to not meeting the outlined minimum specifications detailed in Bid #17-72).

BUDGET/STAFF IMPACT:

The funds for this purchase are budgeted and available in Project #31705.1, Fire-FEMA Grant for Mobile Air Cascade System. \$110,001 of the total due will be paid utilizing FEMA grant funds with the remaining amount paid from city funds(ACT 833 Funding).

Attachments:

Final Bid Tabulation Sheet and Purchasing Documents



CITY OF
FAYETTEVILLE
ARKANSAS

Mobile Cascade Air System

Bid No. 17-72
Official Bid Tabulation

Bid No. 17-72
Date: 12.19.2017
Time: 2:00 PM

Lionel Jordan, Mayor

Number of Addendums: 1

			August Industries, Inc.	Ferrara Fire Apparatus, Inc.	Emergency Vehicle Specialists
			Model		
			Bauer Compressors Tcom 13H	EagleAir AQ10M1C3E-GS19	Scott Safety Liberty II
Item	Description	Each	Extended Price	Extended Price	Extended Price
1	Mobile Air Cascade System (Finished product and delivery)	1	\$106,996.99	\$ 114,675.00	\$ 125,740.45

CERTIFIED:


A. Rennie, Purchasing Manager


Witness

12/29/2017
Date

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

Wynn, Granville

From: McGaugh, Les
Sent: Wednesday, December 20, 2017 4:18 PM
To: Wynn, Granville; Hunt, Harlan
Subject: Bid Exceptions
Attachments: Bid 17-72, Submittal - August Industries, Inc..pdf; Bid 17-72, Submittal - Ferrara Fire Apparatus, Inc..pdf

Granville,

The City specifically issued an addendum to change specifications to enhance competition on this unit. This allowed August Industries Inc. to submit a bid, however they failed to offer the cylinders required. The City could not change the type of Cylinders used because they are our current use model. The second low bid also bid with an exception as noted on their bid submittal, however we required an "or equal" on Section 2.1 line Item (d). Our recommendation is that we award to the Ferrara Fire Apparatus, Inc. because their exception on Section 2.1 line Item (d) meets or exceeds our minimum specifications.

Thank you,

Les McGaugh

Purchasing Agent

Purchasing Division

113 W. Mountain

City of Fayetteville, Arkansas 72701

lmcgaugh@fayetteville-ar.gov

T 479.575.8220 | F 479.575.8257

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



CITY OF
FAYETTEVILLE
ARKANSAS

COPY

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 17-72, Mobile Air Cascade System

DEADLINE: Tuesday, December 19, 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, November 20, 2017

INVITATION TO BID

Bid 17-72, Mobile Air Cascade System

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: **Ferrara Fire Apparatus, Inc.**

Contact Person: **Jim Stover** Title: **Apparatus Sales**

E-Mail: **Jim.stover@ferrarafire.com** Phone: **225-235-2212**

Business Address: **P.O. Box 249**

City: **Holden** State: **LA** Zip: **70744**

Signature:  Date: **12.20.2017**

COPY

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-72, Mobile Air Cascade System

The City is seeking bids from qualified vendors for the purchase, assembly, and delivery of mobile air cascade system trailer for the Fayetteville Fire Department.

All sealed bids are due by **December 19, 2017 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. Bidder and manufacturer shall be responsible for meeting and complying with all FEMA guidelines and NFPA compliant. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

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

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

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

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

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

Date of advertisement: 11/20/2017

City of Fayetteville
Bid 17-72, Mobile Air Cascade System
Bid Form

COPY

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

F.O.B. : 2505 E. Borick Dr. Fayetteville, AR 72701

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
	Mobile Air Cascade System (Finished product and delivery)	1	\$ <u>\$114,675.00</u>	\$ <u>\$114,675.00</u>

TOTAL BASE BID: \$ \$114,675.00

Please specify for Unit Bid:

Item 1 – Manufacturer EagleAir Model AQ10M1C3E-GS19

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City reserves the right to award this bid based on the City's best interest at the time of product order.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

Upon signing this Bid, the bidder certifies that:

- X 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

- City of Fayetteville, AR
 Bid 17-72, Mobile Air Cascade System
 Page 4 of 15

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

COPY

*NAME OF FIRM: Ferrara Fire Apparatus

*D/B/A or Corporation Name Ferrara Fire Apparatus
Purchase Order/Payments shall be issued to this name

*BUSINESS ADDRESS: PO Box 249

*CITY: Holden

*STATE: LA

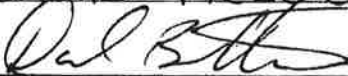
*ZIP: 70944

*PHONE: 225-567-7100

FAX: 225-567-7765

*E-MAIL: Jim.Stover@ferrarafire.com

*BY: (PRINTED NAME) Donald McCutcheon

*AUTHORIZED SIGNATURE: 

*TITLE: VP/General Manager

DUNS NUMBER: 95819026

CAGE NUMBER: _____

*TAX ID NUMBER: 72-1129363

Acknowledge Addendums:

Addendum No. 1 Dated: 12-15-17 Acknowledged by: 

Addendum No. _____ Dated: _____ Acknowledged by: ✓

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

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:

COPY

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:

COPY

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.

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27. Tentative Timeline:

Date	Time	Description
Monday November 20, 2017	8:00 AM	Date Bid available and date of advertisement
Friday December 08, 2017	End of day	City intends to issue Final Addendum – if applicable
Tuesday, December 19, 2017	Before 2:00 PM, local time	Deadline to submit a sealed bid to the City of Fayetteville. Bids shall be received prior to the deadline, no exceptions.
Friday, December 29, 2017	4:00 PM	Deadline for signed contract, City Clerk deadline for City Council Meeting
Tuesday, January 09, 2018	4:30 PM	City Council Agenda Session Meeting for 01/16/2018
Tuesday, January 16, 2018	5:30 PM	City Council Meeting to consider contract for approval
Friday, January 26, 2018	End of Day	Contract is Signed by the City after Council Approval. PO then issued
Wednesday May 30, 2018	End of Day	Delivery Deadline for product to arrive at 2505 E. Borick Drive, Fayetteville, AR 72701

28. ATTACHMENTS TO BID DOCUMENTS: N/A

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ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER: When given a specification option containing a blank (example a. _____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.

- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL --

1.1 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.

2. ITEM 1 - TECHNICAL SPECIFICATIONS

2.1 TRAILER

- a. Yes The high pressure breathing system shall be mounted on a highway ready, enclosed dual axle trailer that has at least a 7,000 lbs. Gross Vehicle Weight (GVW) axle classification
- b. Yes The Trailer will come with a mounted single phase generator.
- c. Yes The Trailer shall comply with all federal and state highway safety regulations and include surge brakes, running, rear, and brake lights, safety chains, breakaway activator, and a 2 5/16" ball coupler.
- d. No Trailer shall have a raised light mast that includes 4 LED floodlights attached to the top that produces the equivalent of 4 - 500-watt illumination or equal.
See explanation on next page
- e. Yes Trailer shall be equipped with single point, rear operated Fill Station with Panel Lights and interior lights, for night-time operations.
- f. Yes A swing up door will be provided above the rear operated fill station to provide shelter from rain, hail, snow, and sun when opened or equal.
- g. Yes Access to all plumbing, wiring, piping, compressor, generator, and maintenance equipment shall be accessible by slide-out compartments or equal.
- h. Yes Trailer shall come with one (1) mounted spare tire and wheel that is the same size and design as the tires and wheels on the trailer.

- i. Yes Trailer shall come with jack stands to stabilize the unit while not connected to a tow vehicle.
- j. Yes Trailer shall be powder coated Red.
- k. Yes Trailer shall include SCBA storage 10 or more SCBA Cylinders.

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2.2 CASCADE SYSTEM

- a. Yes Cascade system will be NFPA 1901 compliant
- b. Yes The air storage system shall consist of: Four (4) securely mounted ASME 6000 PSI cylinders
- c. Yes System will include fitting to fill SCBA and SCUBA bottles.
- d. Yes Cascade system shall be designed to operate in the field (Diesel Engine with Electric Start with 2 rechargeable maintenance free 12v batteries) and be able to be plugged into a buildings electrical power grid, for maximum use and flexibility.
- e. Yes A trickle battery charger that will operate and keep batteries charged when the shore power cord is plugged into an outlet of a building.
- f. Yes A High-Pressure 4 stage, air cooled, Compressor shall be able to produce discharge pressure of 5500 psi of at least 13 cubic feet/minute.
- g. Yes A, liquid cooled diesel engine should be at least 27 horse power and include a fuel tank of 13 or more gallons.
- h. Yes The system shall include a purification system that shall produce breathing air that meets the requirement of NFPA 1989.
- i. Yes The electric motor should be a single phase, 10 horse power or more, and include a 25' shoreline to connect to the power grid of a building.
- j. Yes Trailer shall include an auxiliary electric outlet box located inside the trailer and shall include 4 - 15 amp outlets.
- k. Yes It shall include a high-pressure reel hose with at least 75' of hose rated up to 6000 psi.
- l. Yes It shall include a low-pressure reel hose with at least 50' of hose
- m. Yes An UL® enclosed fill containment Station, with the capacity to fill 2 SCBA cylinders simultaneously or separately, with a NFPA 1901 Dual locking safety latching lid to secure the bottles while being filled.
- n. Yes Bid will include ten (10) 45 minute, 4500 PSI, Scott compatible composite SCBA bottles included in price of system.
- o. Yes Delivery to Fayetteville, Arkansas
- p. Yes On-site Training and two (2) Manuals

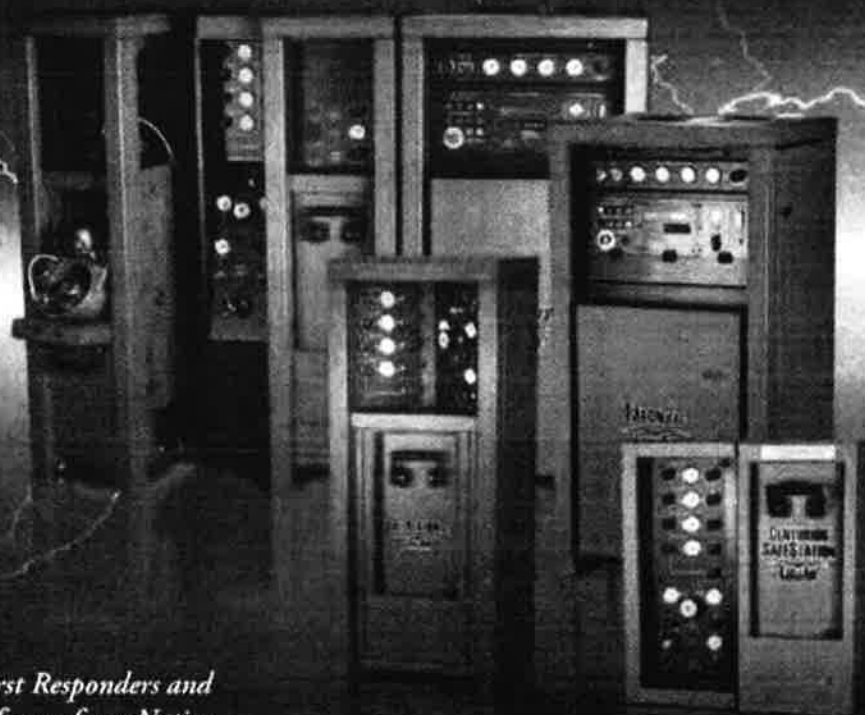
2.1 d explanation: unit comes with 2 head LED lights which produces 32,000 lumens of light in comparison to the four 500 watt quartz halogen lights which produces 34K lumens, LED lighting is 30-50% more efficient than quartz in comparison to LED therefore less lumens in LED lighting produces more efficient lighting then a higher lumen rated quartz light.

FULL-LINE PRODUCT OVERVIEW

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ABOVE AND BEYOND



*Proud to Support First Responders and
Those Serving in Defense of our Nation.*

EAGLEAIR
BREATHING AIR SYSTEMS

TRAILER MOUNTED BREATHING AIR SYSTEMS



Both the tandem-axle EagleAir® AirQuestSMT™ and the single-axle EagleAir® HarrierCFS units are built in our factory from the ground up, featuring aluminum frame and body construction, our unique GenSet power design, the only UL® Classified SCBA containment fill stations available on the market, our exclusive AirLock air assist fill station door and so much more. These are the most innovative and user-friendly trailer-mounted systems available, both in full compliance with current NFPA standards.



GenSet Drive Features

- Utilizes a standard electric-driven compressor
- Powered by an onboard generator
- Simplified drive train
- Improved fuel efficiency
- Minimal power loss
- Less maintenance required
- Simplified shore power design
- Built-in auxiliary power

Feature	AirQuestSMT™	HarrierCFS
GenSet Drive (10, 15 or 20-hp)	•	•
6000 psig: 14.0, 20.7 or 27.0 cfm charging rate	•	•
Direct-drive diesel generator powers electric-driven compressor	•	•
Up to 10-kW of spare electric power with compressor running	•	•
Aluminium Frame & Body	•	•
Weather-protected Operation Control Center	•	•
Illuminated Operator Control Panel	•	•
AirLock Fill Station Door	•	•
Stainless Steel Purification System	•	•
Push-to-Set SCBA Regulator	•	•
Knockdown control Panel Design	•	•
Air Monitor System w/PPM Readout	•	•
Electric brakes	•	•
Optional cascade controls available	•	•
Optional 4.5 or 5.5 priority fill control system available	•	•
Optional Command Light available	•	•
Optional 100-ft. 6000 psig hose reel available	•	•
Optional Electric Outlet package available	•	•
Optional EnerGen package available	•	•
Optional Cold Weather Package available	•	•
Single Axle - 7,000 lb. GVW		•
Tandem Axle - 10,000 lb. GVW	•	
Parking brake	•	
Approximate Overall Maximum Weight (lbs.)	8,200	6,400
5.5 UL® Classified Fill Station	2 or 4 SCBA Fill	2 SCBA Fill
Air Storage Capacity (number and type of cylinders)	4 ISO's or 4 ASME's	4 ISO's or 2 ASME's
Operation with Compressor Doors Opened or Closed	Open	Closed
Optional 12-SCBA Storage Cabinet available	Yes	No
Optional surge brakes available (in lieu of electric brakes)	No	Yes

Meets or exceeds NFPA 1901 standards



Swing-up access door designed to provide operator shelter from the elements

Complete air system components are enclosed and protected from the elements

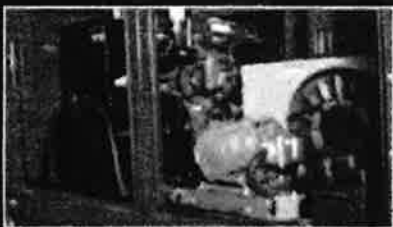
AirQuestsMT™

Complete, factory-assembled and tested breathing air system on a highway-ready trailer for **refilling breathing air cylinders at, or strategically near, the incident site.**

When mobility and versatility are critical, **AirQuestsMT™** offers a singular solution. Our **complete SCBA/SCUBA cylinder fill station** includes compressors from 14 to 27 CFM and a customizable air storage system. The **GenSet power design** offers the flexibility to **operate the system in the field or from a central location** wired to a fixed power grid.

AirQuestsMT™ Trailer-Mounted Breathing Air System features include:

- **Complete, mobile SCBA/SCUBA cylinder refill system** including the compressor in capacities ranging from 14 to 27 CFM, containment fill station and choice of air storage system.
- **Slide-out air flow and compressor control panel design** simplifies service access to all indicators and plumbing.
- **AirLock design** of fill station access door minimizes operator fatigue when loading and unloading cylinders.
- **Single point, illuminated operating control center** located at the rear of the trailer for maximum simplicity and operator safety.



Model	CFM*	HP	PSIG	Weight	Dimensions
AQ10M	14.0	10	6000	Approx. 7800 lbs.	80"H x 87"W x 180"L
AQ15M	20.7	15	6000	Approx. 7800 lbs.	80"H x 87"W x 180"L
AQ20N	27.0	20	6000	Approx. 7800 lbs.	80"H x 87"W x 180"L

*Charging rate based on filling an 80 CF cylinder from 0 to 6000 psig



Our Company. Our Commitment.

EagleAir, Inc. is proud of our longstanding commitment to safety and innovation. In business since 1973, the Company has a well known track record of innovations that have become industry standards and have improved firefighter safety. The development of **Containment Design fill stations** and **Single-Appliance breathing air systems** are key examples of these innovations. **For more than 40 years** we have manufactured breathing air systems that **meet and exceed the highest industry standards**. As an American and veteran-owned company, we understand the needs of our armed forces, firefighters, first responders and other customers, and we are dedicated to providing them with the **most advanced, most reliable equipment possible**.

Our commitment starts with an active membership in the **Fire Apparatus Manufacturers Association (FAMA)**. We have also been an active company in **National Fire Protection Association (NFPA)** committees to set standards that assure firefighter safety, so we remain aware and **help drive the latest safety standards**. It continues with a **manufacturing strategy** that **assures traceability and consistency in all of our products**. And it evolves with a **reputation for continuous improvement** that results in **innovation across all product lines**.

All EagleAir products have unique, technically advanced features that set us apart in the industry

User-Friendly Features



Design Innovation Features



Safety Features & Certifications



EagleAir, Inc. manufactures high pressure breathing air systems for recharging SCBA and SCUBA cylinders. We are proud of the essential service we provide to first responders and those serving in defense of our nation worldwide.

We are committed to a loyalty based national distributor network that includes only top-quality businesses with the necessary assets to serve their regional markets.

Our Company is committed to a continuous improvement philosophy that drives product and service development above and beyond your expectations. Firefighters, commercial and recreational divers, our armed forces, and people who operate in hazardous environments can expect products with uncompromising reliability, best-in-class design and user-friendly features. Our products are backed by a commitment—100% customer service satisfaction.



3003 Thurston Ave., Greensboro, NC 27406
P: (336) 398-8000 F: (336) 398-8001
www.eagleair.com

*We would be privileged to assist in selecting
the breathing air system that meets your
exact needs. Call today.*

EagleAir, Inc.
AirQuestSMT™ Trailer
Specifications
Model AQ10M3C3E-GS19

I. General Arrangement

The high pressure breathing air system shall be mounted on a highway ready, dual axle trailer with a 10,000 lb. Gross Vehicle Weight (GVW) axle classification. The actual dry weight shall not exceed 7800 lbs. for most configurations. The air system shall include the high pressure air compressor, driver and/or power supply, air purification system and air storage system with all of the necessary operating controls as specified below. All operating equipment, components and control devices shall be enclosed within a weather tight metal enclosure. The trailer-mounted breathing air compressor system will meet the applicable sections of NFPA 1901, 2016 edition.

The enclosure shall have two (2) large swing-out doors on each side for access to the compressor and drive assembly. The rear of the enclosure shall have a swing-up door for access to the operating control panel.

The external enclosure of the trailer-mounted breathing air system and trailer frame shall be all aluminum construction to reduce weight, better resist corrosion and enhance towing manageability.

The enclosure shall be appliance-like, without visible welds, burrs and grinding marks. All structure fasteners shall be concealed and all access panels shall include concealed hinges and push button latches. The interior of the enclosure and the operating control panel shall be illuminated.

The operating control center of the trailer-mounted breathing air system shall be located at the rear of the enclosure for maximum operator protection. The swing-up access door to the control center shall be designed to provide operator shelter from sun, rain, sleet and snow when opened for operation.

All operating and airflow controls and indicators shall be located at the rear of the trailer enclosure and ergonomically arranged to enhance operator safety, comfort, visibility and ease of use. The control panel shall be illuminated and include a graphic technology display that utilizes panel lines to enclose and isolate related components by function. Each functional group shall then be located within a graphic flow control schematic background and identified with permanent text integral to the panel surface for ease of operation. High visibility colored text shall be used to identify and provide operating instructions for all critical functions.

All high pressure air plumbing and fill components shall be rated for 6000 psig working pressure. All high pressure air plumbing connections shall use compression fit design fittings.

II. Compressor

The ambient air intake and compression shall be through an air-cooled, reciprocating, pressure oil lubricated, four-stage compressor designed for continuous duty at 6000 psig working pressure with a charging rate of 14.0 CFM. The air compressor design shall include a heavy-duty cast iron crankcase supporting the crankshaft with oversized ball bearings on each end. The cylinder arrangement shall be a balanced "V" configuration featuring ringed pistons assuring maximum balance and air volume delivery efficiency while operating at a maximum compressor speed of 1500 RPM. Lubrication shall be accomplished by controlled splash and shall include a crankshaft driven oil pump to supply metered quantities of oil directly to the fourth stage piston through a replaceable (spin-off) full flow filter. Crankcase level is verified via an oil level sight glass with minimum and maximum indicators.

Each stage of compression shall be protected with a safety relief valve. Valve inspection covers are provide for the first and second stage cylinders to allow for easy access. All valve assemblies shall be designed so they can be repaired without replacing the entire assembly. The cylinders shall include cooling fins to dissipate heat into the cooling air flow from the compressor's integral flywheel fan. Individually mounted coolers shall be located after each compression stage to cool the discharged air to 18°F. above ambient temperature. Accumulated condensation from cooling the compressed air shall be collected in moisture separators mounted on each stage of the compressor and discharged to an automatic, internal, timed drain system for proper collection and disposal.

Prior to shutdowns, the compressor shall be allowed to run unloaded (with opened drains) for a timed period (Purge Cycle) in order to purge all cylinders, separators and crankcase of damaging condensation that develops as compressors cool down. The compressor control panel shall also include a condensate purge test switch in order to verify proper operation of the automatic condensate drain system on demand.

III. Diesel Engine Driven GenSet and Electric Motor Drive System

The power train design shall: 1) significantly minimize mechanical transfer losses that result in inefficient use of power which, in turn, lead to high fuel consumption and deterioration of the actual air volume delivered by the compressor and 2) significantly minimize the frequent and routine adjustment requirements and vibration of power transmission components that have a high inherent potential of un-expected downtime.

The key components and features of the design shall include the following:

- The energy required to drive the compressor, operate all operating lights, including a command flood light when specified and meet all electric current requirements shall be generated by an integral, diesel engine driven GenSet.

- The GenSet shall include a 29-hp liquid cooled diesel engine and integral shaft mounted 19 kW (continuous rating) generator. To protect the engine's cooling water radiator, the trailer enclosure shall include a "blister" panel to cover the radiator during transport or idle mode. When in the operating mode, the radiator blister panel shall include sealed gas struts to facilitate the panel to be pulled out effortlessly and allow air flow from the pusher fan on the radiator to be vented to atmosphere.
- **The complete engine/generator/electric motor/compressor power train shall include a single belt drive and only between the electric motor and compressor. The design shall not require any other power transmission components such as clutch, belts, sheaves, idler pulleys, etc.**
- In order to absorb and minimize the physical transfer of operational vibration, the engine- driven GenSet and electric motor driven compressor assemblies shall be mounted on separate base plates, each supported on the enclosure trailer frame with neoprene isolators.
- The compressor shall be v-belt driven by 10-hp electric motor wired for:

60 Hertz Current
1 Phase, 208/230 volts

- So as to eliminate engine noise and diesel fuel consumption during training exercises and routine filling of SCBA/SCUBA cylinders, the power train design shall also feature the capability of running the compressor system powered with energy from a building's electrical power service.
- A 25-foot "shore" power cable shall be included to transmit power from the GenSet system or a building mounted electrical disconnect to the compressor's electric motor.
- **The GenSet wiring to the electric motor shall be designed to require disconnection when an external power supply is preferred and vice-versa, providing a fail-safe isolation of power sources. Pin & Sleeve type coupling connectors shall be used to simplify the transfer of power sources.**
- 5 kW of spare power is available with the compressor running when running on 1-phase power.

IV. Diesel Engine Driven GenSet Control System

The diesel engine driven GenSet electrical control shall be accomplished via a 12vdc electric system **powered by two (2) rechargeable, no-maintenance batteries**. The GenSet, in turn, shall generate the 60 hertz, 230vac, single phase electric current required to power a 10-hp electric motor to drive the compressor. Additionally, the control system shall include the capability to drive the electric motor from an external, single phase electric current and include a shore power cable for this purpose. The GenSet wiring to the electric motor shall be designed to require disconnection when an external power supply is preferred and vice-versa, providing a fail-safe isolation of power sources. Pin type coupling connectors shall be used to simplify the transfer of power sources.

As a minimum, the operating control system shall include the following:

- Air pressure switch to automatically shutdown the compressor when the upper pressure set limit has been satisfied.
- High compressed air temperature shutdown switch.
- Compressor low oil pressure shutdown switch.
- Auto-drain condensate reservoir capacity shutdown switch.
- Power source isolation system.
- GenSet diesel engine high temperature shutdown switch.
- GenSet diesel engine low oil level shutdown switch.
- GenSet diesel engine electric start system.
- Magnetic, across-the-line starter with electric motor overload protection and shore power cable.
- AirMonitor including CO and H2O electronic detectors with pre-set warning and shutdown limits.

V. Diesel Engine Driven GenSet Control Instrumentation

The operating control system shall include all monitoring devices necessary to indicate normal system operation, fault conditions and shutdowns. These shall be mounted on the breathing air compressor enclosure so as to permit "at sight" performance monitoring.

As a minimum, the instrumentation required is as follows:

- Keyed GenSet on/off switch.
- Electric motor illuminated power selector (on/off) switch.
- GenSet engine power "ON" light.
- Compressor interstage and final stage pressure gauges.
- Compressor oil pressure gauge.
- Compressor normal high air pressure shutdown (standby mode) indicator light.
- High compressed air temperature shutdown indicator light.
- Purge cycle indicator light.
- Compressor low oil shutdown indicator light.
- Auto-drain reservoir limit shutdown indicator light.
- Compressor general fault shutdown indicator light.
- Hourmeter.
- Enclosure doors warning light.
- Instrument panel light switch.
- Emergency stop button.
- GenSet hertz digital indicator.
- GenSet engine high temperature shutdown indicator.

- GenSet engine low oil shutdown indicator.
- **Digital AirMonitor (CO and H2O) panel with actual content display in PPM and prompter software keypad for CO monitor calibration. A flow panel with factory plumbed calibration gases shall be included.**

VI. Air Purification System

The high pressure air purification system shall be a multi-chamber arrangement that utilizes disposable cartridges manufactured to provide breathing air that meets or exceeds NFPA and CGA Grade "E" specifications and all other equivalent and recognized standards in use worldwide. All system components shall be rated for 6000 psig working pressure with a four-to-one safety factor. All chambers in the system shall be constructed of 304 stainless steel to enhance safety and corrosion resistance.

The purification system shall be sized to process 65,000 cubic feet of air at 70°F and compressed to 6000 psig between cartridge changes.

The system shall include the following:

- Final separator chamber connected to the automatic condensate drain system.
- Check valve to prevent back pressure to the compressor.
- One (1) 33" desiccant cartridge chamber.
- One (1) 16" purifier cartridge chamber.
- Pressure maintaining valve to assure that the system is maintained pressurized in order to attain the rated processing capacity of the air purification cartridge(s).
- Safety relief valve.
- Drain valve to relieve the system pressure for maintenance.
- Stem-mounted gauge for system pressure verification.

The system shall be designed so that filling cannot occur in the event that any of the disposable cartridges are not installed. The cartridge chamber bases and cartridges shall be "keyed" to assure that the cartridges can only be installed in the correct position.

VII. High Pressure Breathing Air Storage System

The high pressure air storage system shall meet or exceed all current ASME code requirements and include the number of cylinders specified below. The air storage system shall include the interconnecting piping arrangement selected and be completely factory assembled and tested at maximum working pressure.

The air storage system shall consist of:

Four (4) ASME 6000 PSI cylinders each with a capacity of 491 cubic feet of air at 6000 psig. The piping of air storage shall be arranged for cascade filling.

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VIII. SCBA/SCUBA Cylinder Containment Fill Station

The trailer shall include an integral mobile fill station with the capacity for filling two (2) SCBA cylinders simultaneously or separately. The fill station shall be designed for filling one (1) SCUBA cylinder with a maximum height of 30-1/2" and a maximum diameter of 7-3/4", including service valve, boot and fill attachment. The enclosure shall be designed to contain the impact of suddenly expanded high pressure air and all displaced fragments in the unlikely event of a cylinder or fill component rupture.

The fill station containment design must be UL® (Underwriters Laboratories) classified and for maximum operator safety certified to meet NFPA 1901-2016 standards. The UL® testing certificate must be included with the bid or request for quotation and included with the operator's manual when the system is shipped.

The external construction of the high pressure, breathing air fill station shall be appliance-like; using formed, fabricated steel structures and panels without visible welds, burrs or grinding marks.

IX. SCBA Fill Enclosure and Access Door Control

The fill station loading door must be designed to be trapped behind the fill enclosure cabinet frame when closed and include an automatic, safety interlock to prevent filling unless the loading door is completely closed. A safety relief valve, to prevent over pressurizing SCBA/SCUBA cylinders above 4750 psig for 4500 psig SCBA filling shall also be included.

The fill station must allow the fill process to be accomplished from the front. **The fill station shall be of a design that does not require the operator to have to hold up or otherwise support the weight of the cylinders being filled while connecting them to the fill whips. The front loading door shall be designed so that, when opened, sleeves that hold the SCBA/SCUBA cylinders tilt forward to ease loading and minimize operator fatigue.** Two (2) fill whips, each fitted with a cylinder fill adapter and isolation valve, shall be located within the enclosure.

For maximum operator comfort and ease of use, the fill station access door shall include an air actuator handle designed to provide power assisted, effortless operation when opening and closing. When fully closed, the door shall trip a safety interlock allowing air flow to the fill station.

The access door shall be supported on the enclosure frame with an adjustable bearing assembly on each side assuring a balanced and smooth rotation when opening and closing. A damper strut shall secure the assembly to the enclosure so that it does not require operator support and to cushion the access door landing when opened.

The access door design must be designed to permit manual operation in the event of air pressure loss in the power assist circuit.

X. SCBA/SCUBA Cylinder Fill Controls

The SCBA/SCUBA cylinder fill control system shall include a regulated air control panel with all components, devices and piping arrangement necessary to direct supplied compressed high pressure breathing air to the SCBA/SCUBA cylinders being filled.

All high pressure regulators must be designed so that they cannot be accidentally reset in accordance with NFPA 1901 standards. The regulator knob shall be of the "push-to-reset" design that spins freely if accidentally moved.

A cascade control system shall be included for the number of banks specified below. The cascade control system shall permit filling or drawing down each air storage cylinder, independently of each other, while filling SCBA/SCUBA cylinders. An air storage by-pass valve shall be included to permit filling SCBA/SCUBA cylinders from the compressor.

The fill control system shall include an integral retractable low pressure air reel with 50' of hose.

The fill control system shall include an integral retractable air reel with 100' of hose and CGA fitting for filling remote air storage systems.

All air flow components and indicators must be labeled and mounted on a steel control panel on the front of the unit and located above the fill enclosure. **The panel shall be painted in a matte shade with a textured finish to eliminate glare and enhance the visibility of gauges and indicators. The panel shall be illuminated. The panel shall be designed so that it can slide forward, out of the compartment, and tipped down so that all piping and components are accessible for maintenance.**

As a minimum, the air control panel must include the following:

- Inlet pressure gauge.
- Adjustable, 0-6000 psig self-relieving regulator.
- Regulator outlet pressure gauge.
- By-pass valve.
- SCBA/SCUBA cylinder(s) fill control valve.
- SCBA/SCUBA cylinder(s) fill pressure gauge.
- SCBA/SCUBA cylinder(s) panel mounted fill hose(s) vent valve.
- Auxiliary outlet with flow control valve and CGA fitting.
- Panel lights on/off switch.
- Four (4) bank cascade control with "**To**" and "**FROM**" valves and gauge per bank.
- High pressure air reel fill valve and gauge.
- Low pressure air reel fill valve and gauge.

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XI. Trailer and Enclosure

The trailer shall be a **dual axle design** with a 10,000 lb. GVW highway classification. The trailer shall comply with all federal and state highway safety regulations and include electric brakes, running, rear and brake lights, safety chains, spare tire and a 2-5/16" ball type hitch. A 20 gallon fuel tank and a compressor condensate reservoir shall also be included. **Three (3) jack stands shall be provided for stability when stopped for filling operations.**

The enclosure housing for all the high pressure air system components shall be a formed aluminum, weather protected assembly and include main access and utility, swing out doors on each side and one (1) swing-up operator control access door at the rear. All metal surfaces on the trailer mounted high pressure air system shall be protected with a scratch-resistant, powder coat red finish.

The unit shall include a storage rack for 12 SCBA cylinders. Maximum cylinder size with valve 8" diameter x 25" length. The storage rack shall be designed to enclose the SCBA cylinders behind latched, hinged doors.

A Command Light shall be located on the roof of the compressor and drive enclosure. It shall be of aluminum construction with stainless steel actuator shafts with bronze bushings for long life and minimum maintenance. The non-rotating light tower shall be capable of rising from 0 to 120 degrees and include two (2) LED lights (32,000 lumens). Actuation of the Command light shall be accomplished electrically, via a 12vdc motor, and not require system air or hydraulic power for operation to eliminate leaks. The actuation of the light shall be through a hand-held remote control unit, including a 6' cable, mounted on the operating and air control operations center located at the rear of the breathing air trailer.

The unit shall include an auxiliary electric outlet box located within the enclosure that shall include four 15 amp outlets for 110 Volts.

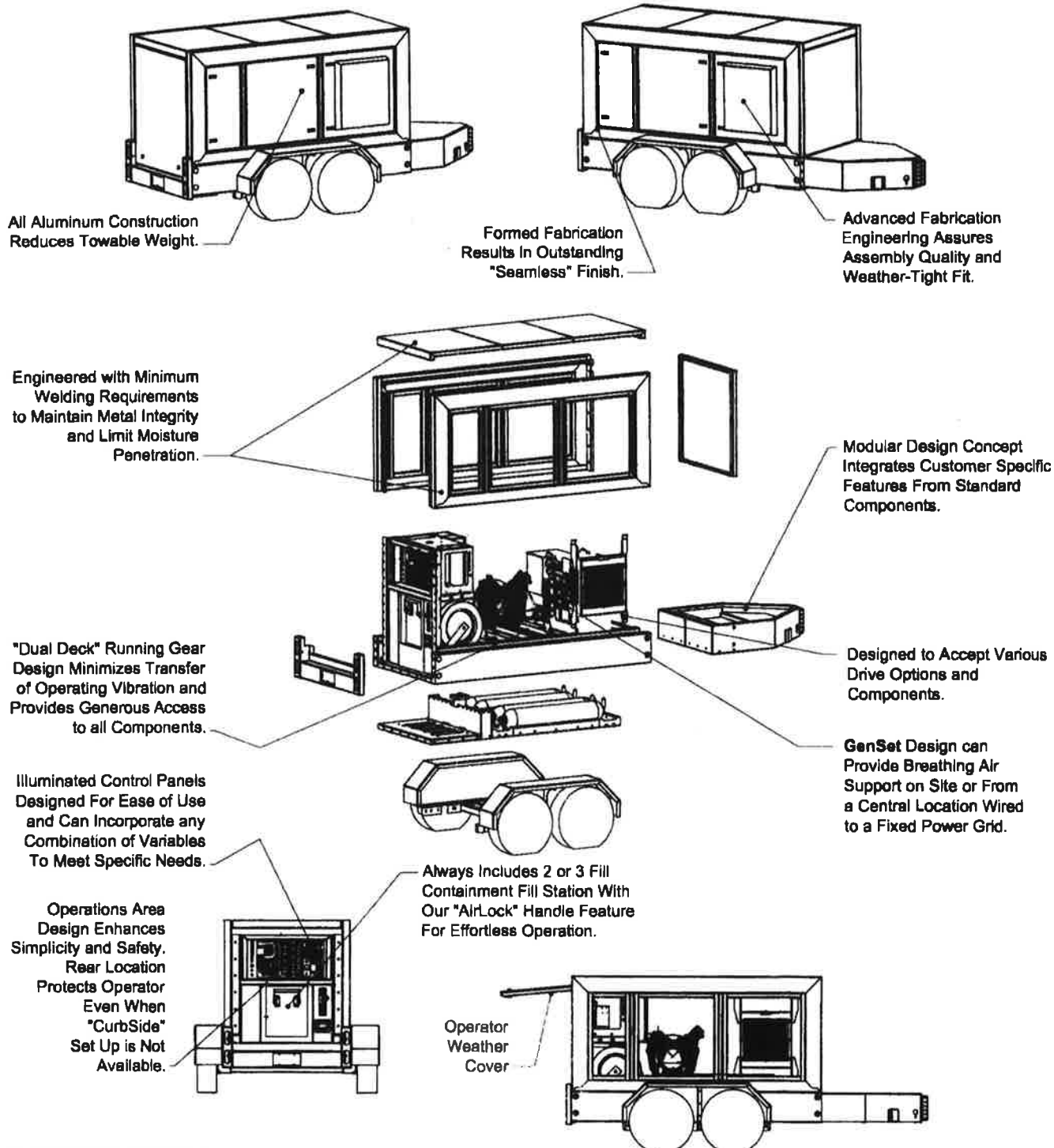
A trickle battery charger that will operate and keep batteries charged when the shore power cord is plugged into an outlet of a building.



Eagle Compressors, Inc.

Effective Date: August 18 of 2009

AirQuest SMT Mobile Breathing Air Cylinder Fill System Standard & Optional Features



MODEL SHOWN: AQ20G3D5E-GS with MSSx2C4

3003 THURSTON AVE. GREENSBORO, NC 27406 PHONE (336) 398-8000 FAX (336) 398-8001
www.eaglecompressors.com





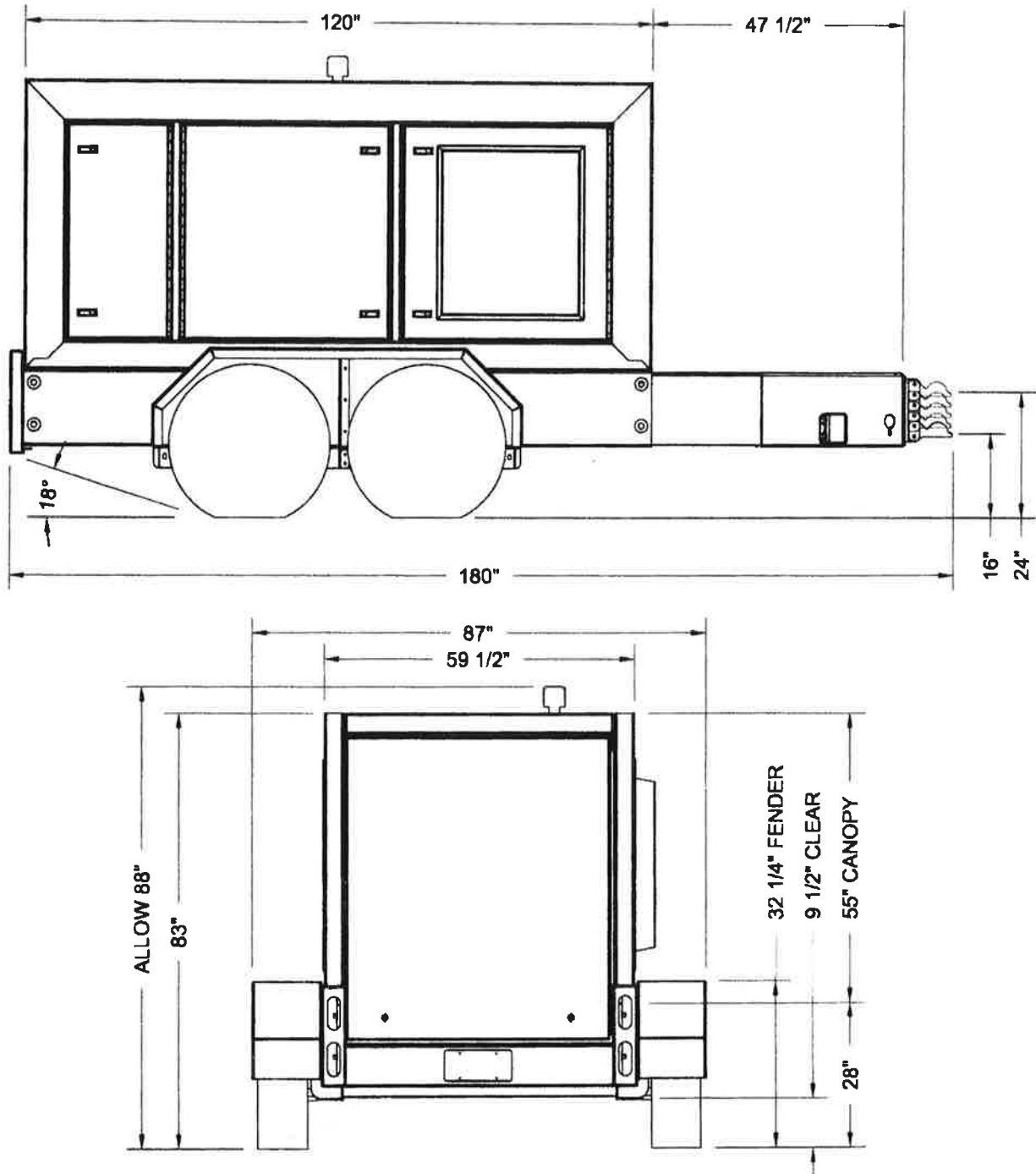
Eagle Compressors, Inc.

Effective Date: August 18 of 2009

COPY

AirQuest SMT Mobile Breathing Air Cylinder Fill System

Dimensional Specifications



MODEL SHOWN: AQ20G3D5E-GS with MSSx2C4

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AirQuestsSM™
Trailer Mounted Breathing Air System
Key User Features & Benefits

Given the differences in design and scope of supply among the manufacturers of this product class, it is important to recognize that our design, with its standard features, yields user benefits that are unmatched by any competitive product in the market today. The following highlights define key features and resulting benefits that will be of interest to those evaluating proposals for this product:

- EagleAir offers a comprehensive and complete standard product proposal. That is, it does not include any main power train, control, instrumentation, air quality monitors or trailer road-ready equipment that is optional. Our standard product includes those features that are generally well understood to be necessary to safely operate a unit of this product class. For example, our standard product includes electronic carbon monoxide (CO) and moisture (H₂O) detectors because it is imperative to automatically monitor air quality when operating a product designed to function at or near the scene of an incident where environmental and human stress factors cannot be totally controlled. Our options are limited to those accessory items that might or might not be essential to a particular user. All optional equipment we offer is clearly described and priced separately.
- Our feature configuration is the AirQuestsSM™ trailer-mounted breathing air system with a **GenSet** power train design. The GenSet power train design allows the user maximum flexibility as the unit can be run at or near the site of the incident powered by the on-board generator or as an electric driven, stationary system powered by the electric grid of a building. A power "shore" cable is standard equipment and allows the user to connect to power from the GenSet or the building's breaker box. This feature is particularly useful during training or routine filling in that the diesel engine noise and fuel consumption can be eliminated by operating the system as a stationary device powered by electric current from the building it is housed in.
- A key feature of our GenSet power train design is that it minimizes maintenance and un-expected down time. The diesel engine driven generator is mounted directly on the engine shaft and provides all of the power required to run the electric driven compressor as well as all interior and flood lighting and control requirements. Our GenSet units are rated for a continuous power output ranging from 19 to 25-kW, depending on the compressor size. This concept is quite different to competitive "dual-drive" designs that use a long, complex and very inefficient power train consisting of an engine, small generator, electric motor and, finally, the compressor driven via v-belts requiring the use of an engine clutch and slip-reducing belt idlers.

This power train design will require constant maintenance, is subject to un-expected down time and has significant mechanical transfer of power losses due to its many parts. This inefficient use of power results in high fuel consumption and less air delivery. Our GenSet design includes a large on-board generator that has all the power capacity to run the electric-driven compressor, all interior lights, electrical outlets and flood lights while only using a single belt drive between the electric motor and compressor. It is a simple, efficient, clean and self-contained design with minimal maintenance requirements. **Please refer to the diagrams shown below.**

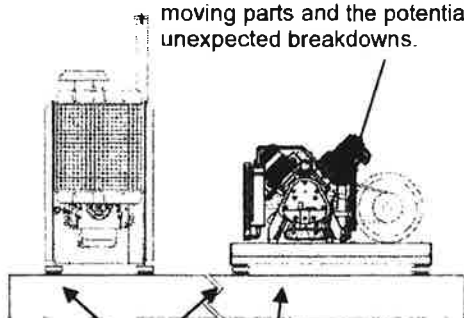


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- The AirQuestSM™ is designed to maximize operator safety and comfort. All operating, filling and monitoring controls are conveniently and rationally clustered in the illuminated operating center located at the rear of the trailer. The rear location eliminates driver or curbside operating control decisions and offers the most protection for the operator.
- **The rear door protecting the operating control center during transport is designed to provide the operator protection from the sun, rain and other inclement weather when opened for operations. This feature is not available from any competitive product on the market today.**
- The air system and all operating controls are mounted on a DOT road-ready trailer designed to minimize the power required to tow. The AirQuestSM™ is designed with an all aluminum trailer frame and body, a feature that limits towing weight, even on our largest air system, to 7,800 lbs. The trailer is a heavy-duty, dual axle design with a GVW rating of 10,000 lbs. and, again, it includes standard features that surpass those available in competitive products such as electric brakes, internal 20-gallon diesel fuel tank and dual battery auxiliary power system among others.

EagleAir® Design

The EagleAir® GenSet design utilizes one (1) set of belts only in the power train. This drive arrangement minimizes moving parts and the potential for unexpected breakdowns.



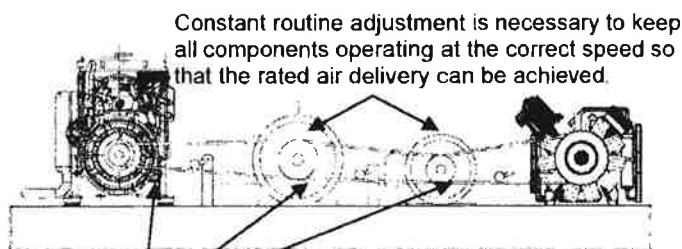
Vibration and routine adjustments are minimized with a short power train design.

Less moving parts also means higher running efficiency is obtained from engine, generator and compressor.

The result is consistent air delivery from the compressor at the rated output parameters and less overall energy consumption.

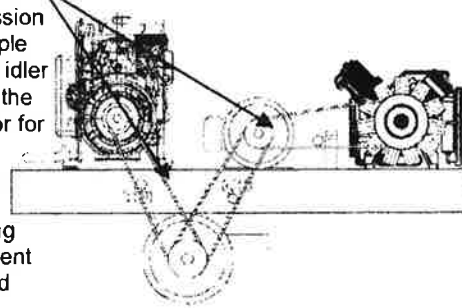
Competitors'

The Competitors' use a long power train design that includes many parts, which results in significant mechanical transfer losses and inefficient use of power to deliver air. Power losses translate into high fuel consumption and less air delivered.



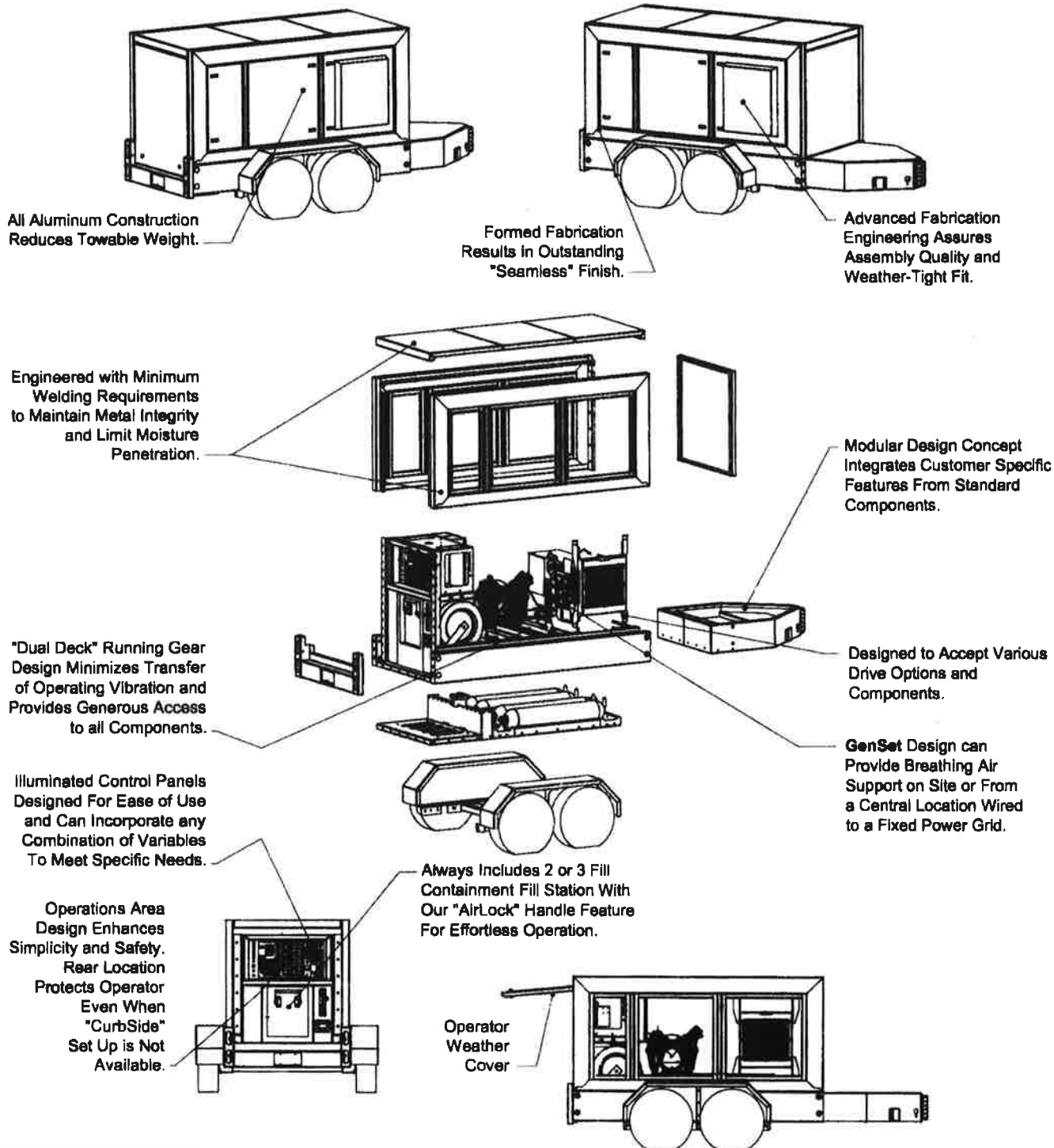
Constant routine adjustment is necessary to keep all components operating at the correct speed so that the rated air delivery can be achieved.

Competitive designs rely on numerous power transmission components, clutch, multiple belt drives and necessary idler pulleys in order to rely on the output of a small generator for interior and flood lights, if offered.

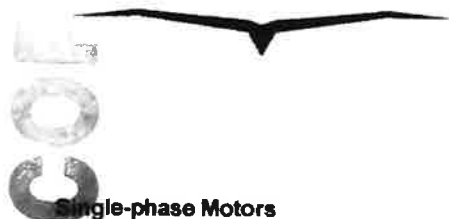


The use of multiple running parts subjects the equipment to high vibration levels and can result in unexpected breakdowns at critical times.

AirQuest SMT Mobile Breathing Air Cylinder Fill System Standard & Optional Features



MODEL SHOWN: AQ20G3D5E-GS with MSS12C4



Electric Motor (60-hz) Full Load Amperage

Single-phase Motors

HP	EagleAir Model Number								Full Load Amps			Lock Rotor Code (KVA)		
	RaptorBAC	TalonBAC	BlackhawkCFS	BaronCFS	RavenCFS	Ranger	AirQuestSMT	HarrierCFS	208 volts	230 volts	460 volts	208 volts	230 volts	460 volts
5		N/A			N/A	RA05B/C/D	N/A	N/A	33.0	30.0	N/A	H	H	N/A
5	RCA05B/C/D	N/A	BH05B/C/D		N/A		N/A	N/A	35.0	32.0	N/A	H	H	N/A
7.5						RA08C/D/E/F	N/A	N/A	46.0	42.0	N/A	F	F	N/A
7.5	RCA08C/D/E/F		BH08C/D/E/F				N/A	N/A	48.0	44.0	N/A	F	F	N/A
7.5		T208E/F			RV08E/F		N/A	N/A	49.0	45.0	N/A	F	F	N/A
10						RA10F	AQ10F/M-GS		57.0	52.0	N/A	G	G	N/A
10	RCA10F		BH10F						59.0	54.0	N/A	G	G	N/A
10		T210F/M		B4A10M	RV10F/M			HA10F/M-GS	60.0	55.0	N/A	G	G	N/A

Three-phase Motors

HP	EagleAir Model Number								Full Load Amps			Lock Rotor Code (KVA)		
	RaptorBAC	TalonBAC	BlackhawkCFS	BaronCFS	RavenCFS	Ranger	AirQuestSMT	HarrierCFS	208 volts	230 volts	460 volts	208 volts	230 volts	460 volts
5		N/A			N/A	RA05B/D	N/A	N/A	19.0	17.0	8.0	H	H	H
5	RCA05B/C/D	N/A	BH05B/C/D		N/A		N/A	N/A	21.0	19.0	10.0	H	H	H
7.5						RA08D/E/F	N/A	N/A	26.0	24.0	12.0	J	J	J
7.5	RCA08C/D/E/F		BH08C/D/E/F				N/A	N/A	28.0	26.0	14.0	J	J	J
7.5		T208E			RV08E		N/A	N/A	30.0	27.0	14.0	J	J	J
10						RA10F	AQ10F/M-GS		33.0	30.0	15.0	G	G	G
10	RCA10F		BH10F						35.0	32.0	17.0	G	G	G
10		T210F/M		B4A10M	RV10F/M			HA10F/M-GS	36.0	33.0	17.0	G	G	G
15	N/A		N/A			RA15G/M	AQ15G/M-GS		50.0	45.0	22.0	G	G	G
15	N/A	T215G/M	N/A	B4A15M	RV15G/M			HA15G/M-GS	52.0	47.0	24.0	G	G	G
20	N/A		N/A			RA20G/N	AQ20G/N-GS		63.0	57.0	28.0	F	F	F
20	N/A	T220G/N	N/A	B4A20N	RV20G/N			HA20G/N-GS	65.0	59.0	30.0	F	F	F

EagleAir, Inc.
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Phone: (336) 398-8000 Fax: (336) 398-8001
www.eagleair.com

CERTIFICATE OF COMPLIANCE

Certificate Number 20170921-AU5138
Report Reference AU5138-20090112
Issue Date 2017-SEPTEMBER-21

Issued to: EAGLEAIR INC
3003 THURSTON AVE
GREENSBORO NC 27406-4516

This is to certify that AUTOMOTIVE FIRE APPARATUS EQUIPMENT
representative samples of See Addendum.

Have been investigated by UL in accordance with the
Standard(s) indicated on this Certificate.

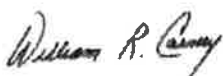
Standard(s) for Safety: Standard for Automotive Fire Apparatus, NFPA 1901 (See
Addendum for Edition).

Additional Information: See the UL Online Certifications Directory at
www.ul.com/database for additional information

Only those products bearing the UL Classification Mark should be considered as being covered by
UL's Classification and Follow-Up Service.

The UL Classification Mark includes: UL in a circle; with the word "CLASSIFIED"  (as shown); a control
number (may be alphanumeric) assigned by UL; a statement to indicate the extent of UL's evaluation of
the product; and the product category name (product identity) as indicated in the appropriate UL
Directory.

Look for the UL Classification Mark on the product.



William R. Carney, Director, North American Certification Programs

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CERTIFICATE OF COMPLIANCE

Certificate Number 20170921-AU5138
Report Reference AU5138-20090112
Issue Date 2017-SEPTEMBER-21

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Automotive fire equipment in accordance with NFPA 1901-2016

Model No./Name	Cylinder Type	Rated Pressure (psi)	Unit Orientation	No. of Cylinders
CSSX2@ / Centurion SafeStation	SCBA	5500	Vertical	2
CSSX2@ / Centurion SafeStation	SCUBA	3000	Vertical	1
CSSX3@ / Centurion SafeStation	SCBA	5500	Vertical	3
CSSX3@ / Centurion SafeStation	SCUBA	3000	Vertical	2
CSSX4@ / Centurion SafeStation	SCBA	5500	Vertical	4
CSSX4@ / Centurion SafeStation	SCUBA	3000	Vertical	2
SSX2@ / SafeStation	SCBA	5500	Vertical	2
SSX2@ / SafeStation	SCUBA	3000	Vertical	1
SSX2@ / SafeStation	SCBA	5500	Vertical	2
SSX2@ / SafeStation	SCUBA	3000	Vertical	1
SSX3@ / SafeStation	SCBA	5500	Vertical	3
SSX3@ / SafeStation	SCUBA	3000	Vertical	2
SSX4@ / SafeStation	SCBA	5500	Vertical	4
SSX4@ / SafeStation	SCUBA	3000	Vertical	2
B4A@ / BaronCFS	SCBA	5500	Vertical	3
B4A@ / BaronCFS	SCUBA	3000	Vertical	2
BH@ / BlackHawkCFS	SCBA	5500	Vertical	2
BH@ / BlackHawkCFS	SCUBA	3000	Vertical	1
RV@ / RavenCFS	SCBA	5500	Vertical	4
RV@ / RavenCFS	SCUBA	3000	Vertical	2
AQ@ / AirQuestCFS	SCBA	5500	Vertical	2 or 4
AQ@ / AirQuestCFS	SCUBA	3000	Vertical	1 or 2
HA@ / HarrierCFS	SCBA	5500	Vertical	2
HA@ / HarrierCFS	SCUBA	3000	Vertical	1

Note 1: @ - May be replaced with any alphanumeric combination per the manufacturer to specify accessories. The total number of characters for part number may vary.

Note 2: Models CSSX2@, CSSX4@, SSX2@, SSX4@, BH@, RV@, AQ@, and HA@ utilize the Centurion SafeStation (CSSX2) base unit.

Note 3: Models SSX3@, B4A@, and CSSX3@ utilize the Centurion SafeStation (CSSX3) base unit - Three Position (staggered) base unit.

William R. Carney

William R. Carney, Director, North American Certification Programs

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**SCBA / SCUBA Cylinder Fill
Capability from UN/ISO and ASME
Air Storage Systems**
(estimated, based on cascade fill method)

Model	Storage Cylinder	Cylinder Specifications			SCBA				SCUBA
	Type	Qty	Pressure PSIG	Capacity CF	2216	4500	4500	4500	3000
					45 cf	45 cf	66 cf	88 cf	80 cf
7045-HC02	ISO	2	4500	888	14	-	-	-	4
7045-HC03	ISO	3	4500	1332	23	-	-	-	7
7045-HC04	ISO	4	4500	1776	33	-	-	-	10
7045-HC06	ISO	6	4500	2664	46	-	-	-	14
7045-HC08	ISO	8	4500	3552	66	-	-	-	20
7066-HC02	ISO	2	5000	898	15	5	4	3	6
7066-HC03	ISO	3	5000	1347	25	9	7	5	11
7066-HC04	ISO	4	5000	1796	37	17	12	7	16
7066-HC06	ISO	6	5000	2694	50	18	14	10	22
7066-HC08	ISO	8	5000	3592	74	34	24	14	32
7066-HC02	ISO	2	6000	1018	18	8	6	4	9
7066-HC03	ISO	3	6000	1527	30	15	11	7	14
7066-HC04	ISO	4	6000	2036	42	22	16	10	20
7066-HC06	ISO	6	6000	3054	60	30	22	14	28
7066-HC08	ISO	8	6000	4072	84	44	32	20	40
70B7-0025	ASME	2	5000	848	14	4	3	3	6
70B7-0035	ASME	3	5000	1272	24	9	6	4	9
70B7-0045	ASME	4	5000	1696	35	15	10	6	14
70B7-0065	ASME	6	5000	2544	48	18	12	8	18
70B7-0085	ASME	8	5000	3392	70	30	20	12	28
70B7-0026	ASME	2	6000	982	17	7	5	4	8
70B7-0036	ASME	3	6000	1473	28	13	9	6	12
70B7-0046	ASME	4	6000	1964	40	20	14	9	17
70B7-0066	ASME	6	6000	2946	56	26	18	12	24
70B7-0086	ASME	8	6000	3928	80	40	28	18	34

EagleAir, Inc.
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EagleAir, Inc.

PRODUCT WARRANTY

EagleAir, Inc., the Company, warrants to the original Purchaser* that the equipment manufactured and shipped by it will be free of defects in material and workmanship as follows:

- **Manufactured compressors, compressor systems and accessory equipment (A)** are warranted for eighteen (18) months from date of shipment or twelve (12) months from the date of start-up, whichever occurs first.
- **Compressor pumps (B)** installed as an integral part of compressors or compressor systems are warranted for a total of twenty-four (24) months, from the date of shipment.
- **Replacement and service parts (C)** are warranted for ninety (90) days from the date of shipment.
- **Replacement compressor pumps (C)** are warranted for one-hundred eighty (180) days from the date of shipment.
- **Factory repairs (D)** are warranted for ninety (90) days from the date of shipment.

Should any failure occur and is reported to the Company, in writing, within the time period mentioned above and if the equipment has been installed, operated and maintained in conformance with the conditions further described below, the Company shall correct such nonconformity as follows:

- For manufactured products installed in the Continental United States (A) as described above, the warranty coverage includes parts and labor for repair or replacement, as determined by the Company.
- For manufactured products installed outside of the Continental United States (A) as described above, the warranty coverage includes parts for repair or replacement, as determined by the Company, but not labor.
- For compressor pumps (B) as described above, the warranty coverage includes the repair parts or replacement, as determined by the Company, not labor.
- For parts and replacement pumps (C) as described above, the warranty coverage includes repair or replacement, as determined by the Company, not labor.
- For factory repairs (D), the warranty coverage includes parts and labor.
- Replacement warranty parts are shipped prepaid, FOB destination.

As a condition of maintaining the above-mentioned warranty coverage valid, the Purchaser shall install and maintain the equipment and keep records as follows:

1. New equipment and warranty replacement components and parts must be installed by a factory Authorized Sales & Service Distributor and wired, if applicable, by a licensed electrician in accordance with local codes. Installation by other than a factory Authorized Sales & Service Distributor must be approved in advance and in writing by the Company.
2. All required routine service shall be performed by a factory Authorized Sales & Service Distributor or User** in strict accordance with the manufacturer's instructions in the Technical Manual. It is the responsibility of the user to assure that the equipment Technical Manual is on site and available for guidance and instructions.
3. The equipment must be operated in strict accordance with the instructions in the Technical Manual and such operation, as well as all routine service and repairs, must be supported by records as specified in NFPA 1989, 2013 Edition, Chapter 7, paragraphs 7.3 and 7.4, Records. As a minimum, the following records must be maintained:
 - a. Operating log which records the date, operator's name, beginning and ending hour-meter readings, if applicable, description of fill operation and any applicable remarks of events during filling.
 - b. Maintenance and repair log which records all routine maintenance and repairs performed, by date, hours of operation, by whom and a full description of the work performed and parts replaced.
4. Only genuine EagleAir, Inc. replacement components, parts and specified lubricants, as indicated in the Technical Manual, are to be used in the maintenance, routine service and repairs of the equipment.

The effects of corrosion, erosion, normal wear and tear, and maintenance items such as lubricants and filters are specifically excluded from the Company's Warranty.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such equipment. **The Purchaser shall not operate equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of equipment will be at the Purchaser's sole risk and liability.**

Limitation of Liability

The remedies of the Purchaser set forth herein are exclusive, and the total liability of the Company with respect to this contract or the equipment and services furnished hereunder, in connection with the performance or breach thereof or from the manufacture, sale, delivery, installation, repair or technical direction covered by or furnished under this contract, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise shall not exceed the purchase price of the unit of equipment upon which such liability is based. The Company and its suppliers shall in no event be liable to the Purchaser, any successors in interest or any beneficiary or assignee of this contract for any consequential, incidental, indirect, special or punitive damages arising out of this contract or any breach thereof, or any defect in, or failure of, or malfunction of the equipment hereunder, whether based upon, but not limited to, loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdowns or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.

* The original Purchaser is the party that issued a purchase order and pays for the equipment whether it is purchased from EagleAir, Inc. directly or from one of its Authorized Sales & Service Distributors.

** The User is the operator or operating entity of the equipment.

Effective Date: April 3, 2017

3003 Thurston Avenue, Greensboro NC 27406 Phone 336-398-8000 Fax 336-398-8001

www.eagleair.com





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0770

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

TRANSPORATION BLOCK GRANT PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID SURFACE TRANSPORATION BLOCK GRANT PROGRAM FUNDS IN THE AMOUNT OF \$350,000.00 TO DESIGN THE WEST HOWARD NICKELL ROAD & HIGHWAY 112 INTERSECTION IMPROVEMENT PROJECT, AND TO APPROVE A CITY MATCH OF \$35,000.00 FOR THE PROJECT

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Block Grant Program (STBGP) funds are available at 80% federal participation and 20% local match to begin the design and environmental work for the Highway 112 and Howard Nickell Road intersection project; and

WHEREAS, Howard Nickell Road and Highway 112 are classified as Minor Arterials on the adopted Federal Highway Administration Benton and Washington County Functional Classification Map (2015); and

WHEREAS, Howard Nickell Road is classified on the Fayetteville Master Street Plan as a Principal Arterial Parkway; and

WHEREAS, the City of Fayetteville plans to partner with Washington County and apply for STBGP-A funding for the project; and

WHEREAS, the current application request is \$350,000.00 to be put toward the environmental studies and design work; and

WHEREAS, the local match required for this amount would be split equitably between the City of Fayetteville and Washington County. The required local match would be approximately \$35,000.00 for the City of Fayetteville and \$35,000.00 for Washington County; and

WHEREAS, the City of Fayetteville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Fayetteville understands that there will be no reimbursement for any work accomplished prior to issuance by the Arkansas Department of Transportation of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public.

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 expresses its willingness to participate in accordance with its designated responsibilities in this project and provide local matching funds in the amount of \$35,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas authorizes the Mayor and City Clerk to execute all appropriate agreements and contracts with the Arkansas Department of Transportation to expedite the design and environmental work of the above stated improvements.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Northwest Arkansas Regional Planning Commission, Washington County and the Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2017-0770

Legistar File ID

1/16/2018

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

Chris Brown

12/21/2017

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution expressing the willingness of the City of Fayetteville to submit an application for FFY 2019 Federal-aid funds to design the W. Howard Nickell Road & Highway 112 Intersection Improvement Project.

Budget Impact:

Account Number		Fund	
06035.1		Transportation Bond Street Improvements	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 1,811,971.00
		Funds Obligated	\$ 34,245.00
		Current Balance	\$ 1,777,726.00
Does item have a cost?	No	Item Cost	\$ -
		Budget Adjustment	\$ -
		Remaining Budget	\$ 1,777,726.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JANUARY 16, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: December 27, 2017

SUBJECT: A Resolution expressing the willingness of the City of Fayetteville to submit an application for FFY 2019 Federal-aid funds to design the W. Howard Nickell Road & Highway 112 Intersection Improvement Project

RECOMMENDATION:

Staff requests approval of a resolution expressing the willingness of the City of Fayetteville to apply for Federal-aid funds and allow staff to submit an application for an 80% federal / 20% local matching grant through the Northwest Arkansas Regional Planning Commission - Surface Transportation Block Grant Program – Attributable (STBGP-A) in the amount of \$280,000 for the W. Howard Nickell Road and Highway 112 intersection.

BACKGROUND:

Federal-aid Surface Transportation Block Grant Program-Attributable (STBGP-A) funds are now available to Northwest Arkansas after the Census Bureau determined the urbanized population to be over 200,000 and the FHWA designated Northwest Arkansas as a Transportation Management Area (TMA). In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STBGP-A discretionary funding available at approximately \$7M per year. Under current legislation, these STBGP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

DISCUSSION:

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), is accepting applications for FFY 2019 funding. Washington County has requested that the City submit a joint project application to fund this intersection project. The City will split the local match of 20% with Washington County reducing the City's cost to only 10%.

Both Washington County and the City recognize that this intersection of two minor arterials is undersized, congested and difficult to maneuver. It is also a major intersection on the north leg of the arterial loop. This funding will cover a traffic study, a geometric design, environmental clearance documentation, and a traffic signal design. The total project budget is \$350,000.

A City Council resolution expressing the willingness of the City to utilize Federal-aid funds, to provide matching local funds, and to authorize the Mayor to execute all appropriate agreements is needed.

BUDGET/STAFF IMPACT:

If the grant is approved, based on the total estimate of \$350,000 for engineering services, the Federal-aid portion will be \$280,000 (80%), the City's portion will be \$35,000 (10%), and Washington County's portion will be \$35,000 (10%). These numbers are subject to change as the project is developed and more detailed estimates are provided. The Federal portion will be paid from the Surface Transportation Block Grant Program - Attributable (STBGP-A) funds. City funds will be paid from the Transportation Bond Program.

Attachments:

NWARPC – Call for Project FFY 2019
Exhibits: Vicinity Map & Project Site Map
Resolution

**NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – ATTRIBUTABLE (STBGP-A)
TRANSPORTATION ALTERNATIVES PROGRAM (TAP)
CALL FOR PROJECTS FFY2019**

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), announces the availability of approximately \$7,200,000 in NWARPC Surface Transportation Block Grant Program – Attributable (STBGP-A) funding and \$490,000 in Transportation Alternatives Program (TAP) funding. Availability of FFY2019 funding is subject to Congressional action.

NWARPC is issuing a CALL FOR PROJECTS to be submitted for consideration for NWARPC FFY2019 STBGP-A and TAP funding. The FFY2019 STBGP-A and TAP Applications may be downloaded from the NWARPC website at: nwarpc.org. Applications are also available at the NWARPC office located at 1311 Clayton Street, Springdale, AR 72762. Applications must be received no later than 4:00 p.m. (CDT), January 17, 2018. Any applications submitted after this deadline will not be considered. For more information on this program or questions related to the application process, please contact Tim Conklin, Transportation Programs Manager, or Elizabeth Bowen, Project Manager, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125. Section 1108 of the Fixing America's Surface Transportation (FAST) Act establishes the STBGP-A under 23 U.S.C. 133. Section 1105 of FAST Act provides for the apportionment of funds under 23 U.S.C. 104. The STBGP-A and TAP is a federally funded, 80% Federal/20% local, reimbursable program. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. The [STBGP-A and TAP Application Forms can be downloaded here](#).

Additional information on the STBGP-A and TAP program can be found at:

<https://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm>

<https://www.fhwa.dot.gov/fastact/factsheets/transportationalternativesfs.cfm>

FFY 2019 Project Application Timeline:

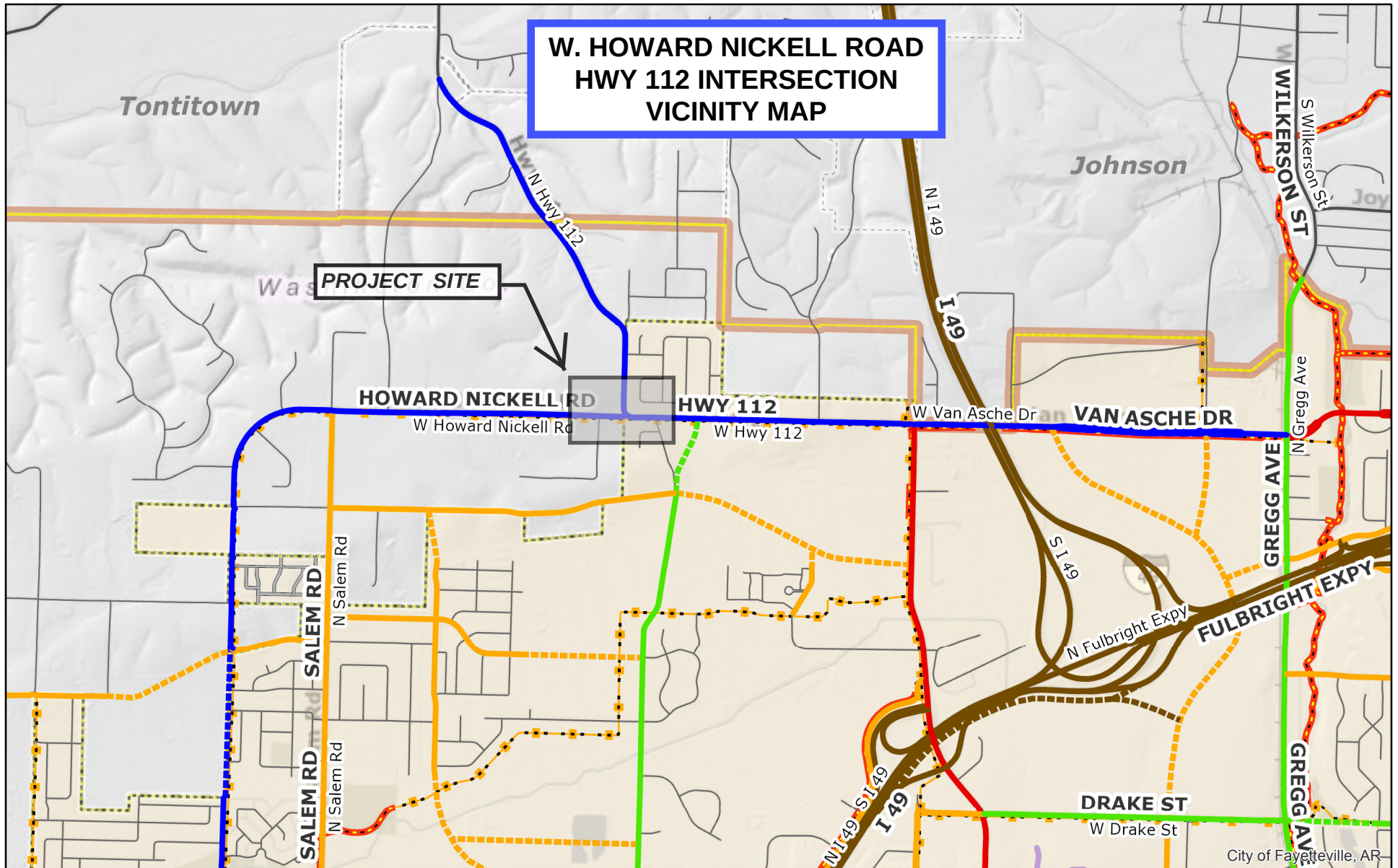
<u>Call for Projects</u>	<u>December 1, 2017</u>
<u>Project Application Deadline</u>	<u>January 17, 2018 at 4 p.m.</u>

NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION NOTICE OF NONDISCRIMINATION

The Northwest Arkansas Regional Planning Commission (NWARPC) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Celia Scott-Silkwood, AICP, Regional Planner – EEO/DBE (ADA/504/TitleVI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 7-1-1 or 1-800-285-1131) or the following email address: cscott-silkwood@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact Celia Scott-Silkwood. Si se necesita informacion en otro idioma, comuniquese Celia Scott-Silkwood, cscott-silkwood@nwarpc.org.

Fayetteville, AR

W. HOWARD NICKELL ROAD HWY 112 INTERSECTION VICINITY MAP



December 27, 2017

Existing Street

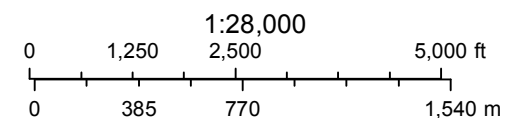
- FREEWAY/EXPRESSWAY
- PRIN ARTERIAL PKWY
- PRINCIPAL ARTERIAL

- MINOR ARTERIAL
- COLLECTOR
- INSTITUTIONAL

Planned Street

- - - FREEWAY/EXPRESSWAY
- - - PRIN ARTERIAL PKWY
- - - PRINCIPAL ARTERIAL

- - - MINOR ARTERIAL
- - - COLLECTOR
- - - LOCAL



The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost or damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

**W. HOWARD NICKELL ROAD
HWY 112 INTERSECTION
PROJECT SITE MAP**



RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF
FAYETTEVILLE TO SUBMIT AN APPLICATION FOR FFY 2019 FEDERAL-AID
FUNDS TO DESIGN THE W. HOWARD NICKELL ROAD & HIGHWAY 112
INTERSECTION IMPROVEMENT PROJECT**

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Block Grant Program Funds are available at 80% federal participation and 20% local match to begin the design and environmental work for the Highway 112 and Howard Nickell Road intersection project; and

WHEREAS, Howard Nickell Road and Highway 112 are classified as Minor Arterials on the adopted FHWA Benton and Washington County Functional Classification Map (2015); and

WHEREAS, Howard Nickell Road is classified on the Fayetteville Master Street Plan as a Principal Arterial Parkway; and

WHEREAS, the City of Fayetteville plans to partner with Washington County and apply for STBGP-A funding for the project; and

WHEREAS, the current application request is \$350,000 to be put toward the environmental studies and design work; and

WHEREAS, the local match required for this amount would be split equitably between the City of Fayetteville and Washington County. The required local match would be approximately \$35,000 for the City of Fayetteville and \$35,000 for Washington County; and

WHEREAS, the City of Fayetteville understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement; and

WHEREAS, the City of Fayetteville understands that there will be no reimbursement for any work accomplished prior to issuance by the Arkansas Department of Transportation of an official Notice to Proceed; and

WHEREAS, this project, using federal funding, will be open and available for use by the general public.

**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 expresses its willingness to participate in accordance with its designated responsibilities in this project and provide local matching funds in the amount of \$35,000.

Section 2: That the City Council of the City of Fayetteville, Arkansas authorizes the Mayor and City Clerk to execute all appropriate agreements and contracts with the Arkansas Department of Transportation to expedite the design and environmental work of the above stated improvements.

Section 3: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the City of Fayetteville to cooperate with the Northwest Arkansas Regional Planning

Commission, Washington County and the Arkansas Department of Transportation to initiate action to implement this project.

PASSED and **APPROVED** this ____ day of January, 2018.

APPROVED:

ATTEST:

By: _____ By: _____
LIONELD JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0773

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

RFP #17-17 RJR ENTERPRISES, INC.:

A RESOLUTION TO AWARD RFP #17-17 AND AUTHORIZE A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$369,846.00 FOR THE CONSTRUCTION OF A SPLASH PAD AND RESTROOMS AT WALKER PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$33,054.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARKLAND DEDICATION FEES IN THE AMOUNT OF \$82,900.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards RFP #17-17 and authorizes a contract with RJ Enterprises, Inc. in the amount of \$369,846.00 for the construction of a splash pad and restrooms at Walker Park, and further approves a project contingency in the amount of \$33,054.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this resolution, recognizing parkland dedication fees in the amount of \$82,900.00.

City of Fayetteville Staff Review Form

2017-0773

Legistar File ID

1/16/2018

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

Ken Eastin

12/21/2017

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a contract with RJR Enterprises, Inc. in the amount of \$369,846 and a project contingency in the amount of \$33,054 (approximately 9%) for a total cost of \$402,900 for the construction of a new splashpad at Walker Park as described in RFP 17-17, and approval of a budget adjustment to recognize parkland dedication fees.

Budget Impact:

2250.520.9255-5806.00

Parks Development

Account Number

Fund

13001.1801

Walker Park Splashpad

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 789,000.00

Funds Obligated \$ -

Current Balance \$ 789,000.00

Does item have a cost? Yes

Item Cost \$ 402,900.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 82,900.00

Remaining Budget \$ 469,000.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF JANUARY 16, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Connie Edmonston, Parks and Recreation Director
Ted Jack, Park Planning Superintendent

FROM: Ken Eastin, Park Planner

DATE: December 21, 2017

SUBJECT: **Approval of a contract with RJR Enterprises, Inc. for implementation of RFP-17-17, construction of the splash pad and restroom at Walker Park.**

RECOMMENDATION:

Staff recommends approval of a contract with RJR Enterprises, Inc. in the amount of \$369,846 and a project contingency in the amount of \$33,054 (approximately 9%) for a total cost of \$402,900 for the construction of a new splash pad at Walker Park as described in RFP 17-17, and approval of a budget adjustment to recognize parkland dedication fees.

BACKGROUND:

Fayetteville citizens have been asking for a splash pad for quite some time. To address this need, Parks and Recreation staff has been researching splash pad design and operation, as well as the best potential site for initial development. Three public listening sessions were held to seek input on the overall Walker Park planning and needs but specifically to determine a proposed site for the splash pad. The first was held at the Walker Park Senior Activity and Wellness Center on March 9th, the second was held at the Fayetteville Public Library on May 24th, and the third meeting was held at the June 12th Parks and Recreation Advisory Board meeting. Through these sessions, as well as many emailed comments, the NW corner of the park was overwhelmingly chosen as the preferred site.

DISCUSSION:

The City advertised RFP 17-17 in October to seek proposals for the splash pad construction. The deadline for submittals was on December 12th, at which time five submittals were received by Purchasing. After review of the proposals and a selection committee meeting held on December 14th, the proposal submitted by RJR Enterprises, Inc. was selected.

BUDGET/STAFF IMPACT:

The total anticipated cost, including project contingency of \$33,054, is \$402,900. A total of \$82,900 is available in SE quadrant Parkland Dedication Funds received, but not currently recognized. An attached Budget Adjustment is requesting to recognize these funds in sub-project 13001.1801 (Walker Park Splash Pad). The remaining \$320,000 in funds needed for the remainder of the project is available from approved 2018 CIP.

Attachments:

Budget Adjustment

Contract – RJR Enterprises including List of Values

RFP 17-17

RFP submittal from RJR Enterprises, Inc.

This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas, and RJR Enterprises, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows:

1. RJR Enterprises, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items proposal per RFP 16-08 as stated in RJR Enterprises, Inc. proposal, and in accordance with specifications attached hereto and made a part hereof under RFP 17-17, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay RJR Enterprises, Inc. for completion of each project based on work completed indicated in RJR Enterprises, Inc. submitted proposal and schedule of values in the amount of \$369,846.00. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources.
3. The Contract documents which comprise the contract between the City of Fayetteville and RJR Enterprises, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Proposal form identified as Request for Proposal 17-17 with the specifications and conditions typed thereon.
 - B. RJR Enterprises, Inc. submitted proposal.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and RJR Enterprises, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and RJR Enterprises, Inc.
5. RJR Enterprises, Inc. shall not assign its duties under the terms of this agreement.
6. RJR Enterprises, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from RJR Enterprises, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. RJR Enterprises, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's

compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, RJR Enterprises, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by RJR Enterprises, Inc.

1. Workmen's Compensation
Statutory Amount
2. Comprehensive General & Automobile Insurance
\$500,000 for each person injured.
3. Bodily Injury Liability
\$1,000,000 for each accident.
4. Property Damage Liability
\$1,000,000 aggregate.
8. RJR Enterprises, Inc. shall furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or RJR Enterprises, Inc. with 30 calendar day's written notice.
10. This Project shall be completed within **155 calendar days** from Notice to Proceed.
11. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
12. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
13. Jurisdiction: Legal jurisdiction to resolve any disputes shall be **Washington County, Arkansas** with **Arkansas law** applying to the case.
14. Arbitration/Mediation: The City will not agree to be forced to mediate or arbitrate any dispute.
15. Interest charges for late payments by the City: The City of Fayetteville does NOT agree to any interest or penalty for "untimely" payments. The City will pay all invoices within 30 calendar days of accepted invoice.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

RJR Enterprises, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: **Ronald E. Brown**
Digitally signed by Ronald E. Brown
Date: 2017.12.21 15:50:24 -06'00'
Signature

By: _____
LIONELD JORDAN, Mayor

____ Ronald E Brown President _____
Printed Contractor Name & Title

Janet K Brown
Digitally signed by Janet K Brown
Date: 2017.12.21 15:56:35 -06'00'

ATTEST (Signature)

ATTEST: (Signature)

Janet K Brown _____
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk, Treasurer

Business Address

804 N 42nd Street Rogers, AR 72756 _____
City, State & Zip Code

Date Signed: __12/21/2017_____

Date Signed: _____

RJR ENTERPRISES, INC.

804 N 42 nd Street
Rogers, AR 72756



Schedule of Values

Date	
12/21/2017	



Name / Address
Fayetteville Parks and Recreation Connie Edmonston 113 West Mountain Fayetteville, AR 72701

P.O. No.	Project
	Walker Park Splashp...

Terms	Due Date
Net 30	1/20/2018

Description	Qty	List Price	Amount	Discount	Total
General Conditions, Engineering, and Design work	1.0	41,953.00	41,953.00		41,953.00
Bonds	1.0	11,095.00	11,095.00		11,095.00
Misc Dirt work and Demo.	1.0	3,900.00	3,900.00		3,900.00
Construction Entrance	1.0	500.00	500.00		500.00
Water Features, Mechanical equipment, drains & Activator	1.0	136,300.00	136,300.00		136,300.00
Installation Water Features, Mechanical equipment, drains & Activator	1.0	36,900.00	36,900.00		36,900.00
Concrete w/ Integral Color Splashpad Wet Deck	3,000.0	6.00	18,000.00		18,000.00
Concrete Pads and sidewalk	878.0	5.00	4,390.00		4,390.00
11'x11' Fabric Shade	2.0	5,500.00	11,000.00		11,000.00
6' Bench w/ back	3.0	500.00	1,500.00		1,500.00
Trash Rec.	2.0	550.00	1,100.00		1,100.00
Picnic Tables	2.0	850.00	1,700.00		1,700.00
Rules Signage	1.0	1,200.00	1,200.00		1,200.00
Bathroom with Install, and Gravel Pad	1.0	65,350.00	65,350.00		65,350.00
Plumbing	1.0	10,869.00	10,869.00		10,869.00
Electrical	1.0	6,500.00	6,500.00		6,500.00
General Labor Install Misc Equipment	1.0	6,589.00	6,589.00		6,589.00
Cleanup Seed and Straw	1.0	4,000.00	4,000.00		4,000.00
Miscellaneous (such as fencing if needed)	1.0	7,000.00	7,000.00		7,000.00

Total \$369,846.00

Signature _____

Phone #	Fax #	Cell	E-mail	Web Site
479-936-1092	479- 439-8692	Ryan 479-936-1092 Ron 479-621-3939	ryanbrown@nwarjr.com ronbrown@nwarjr.com	rjrplay.com



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

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 17-17, Walker Park Splash Pad

DEADLINE: Thursday, November 30, 2017 before 2:00:00 PM, local time

PRE-PROPOSAL CONFERENCE: Tuesday October 31, 2017 at 2:00 PM

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

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

DATE OF ISSUE AND ADVERTISEMENT: Monday Oct. 23, 2017 and Oct 30, 2017

REQUEST FOR PROPOSAL **RFP 17-17, Walker Park Splash Pad**

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

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville, AR
Request for Proposal
RFP 17-17, Walker Park Splashpad

The City of Fayetteville, Arkansas, is requesting sealed proposals from experienced professionals interested in providing a splash pad/water playground proposal at Walker Park in southeast Fayetteville. The proposal shall consist of two separate proposals: one for a fully functional recirculating system and one for a flow through system.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, **by Thursday, November 30 before 2:00:00 PM, local time.** No late submittals shall be accepted.

A non-mandatory pre-proposal conference will be held on **Tuesday, October 31, 2017 at 2:00 PM, local time**, at the actual job site located at Walker Park, North Parking Lot on Block St., Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

Forms & addendums can be downloaded from the City's web site at www.fayetteville-ar.gov. All questions regarding the process should be directed to Les McGaugh, at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

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

Attention is called to the fact that the minimum prevailing wage rates for each craft or type of worker and the prevailing wage rate for overtime work as determined by the Arkansas Department of Labor does not apply to this contract.

Each proposal shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

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

CITY OF FAYETTEVILLE, AR
By: Les McGaugh
Title: Purchasing Agent
Ad date: 10/23/17 and 10/30/17

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

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

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are welcome to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) sets of their proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be contained into one (1) file.** The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. All proposers shall submit a 24" x 36" board with 3-D graphic rendering of playground. Board shall also include photos of each individual playground component.
- g. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- h. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- i. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and RFP number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.

- j. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- k. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- l. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- m. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

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

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

5. EVALUATION CRITERIA:

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

6. COSTS INCURRED BY PROPOSERS:

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

7. ORAL PRESENTATION:

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

8. CONFLICT OF INTEREST:

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

9. WITHDRAWAL OF PROPOSAL:

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

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

12. PROVISION FOR OTHER AGENCIES:

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

13. COLLUSION:

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

14. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

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

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

17. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

18. CERTIFICATE OF INSURANCE:

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

19. PAYMENTS AND INVOICING:

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

20. CANCELLATION:

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

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which

a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

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

23. LOBBYING:

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

24. ADDITIONAL REQUIREMENTS:

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

25. SERVICES AGREEMENT:

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

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

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response.

Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response. Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention of Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. *Questions will be taken at the Pre-Proposal Conference for possible inclusion in an addendum, if issued.* Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

28. PERIOD OF CONTRACT: Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a maximum of one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for final completion of the splashpad. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A \$150.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.

29. APPENDIX DOCUMENTS INCLUDED:

- a. Attachment A: Splashpad Site

1. **PURPOSE & OVERVIEW:** The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, seeks proposals from properly qualified and licensed professionals who are able to recommend, provide, and install age-appropriate splashpad/water playground equipment at Walker Park, Fayetteville, AR. Proposals shall conform to the drawings and specifications listed, as well as any Federal, State, and/or Local laws that apply to playground and park construction.
2. **Total budget for this turn key project is \$300,000.**
3. Received proposals shall consist of a splashpad/ water playground appropriately serving children 2-12 years old.
4. The project shall include recommending, providing, and installing appropriate equipment for children ages 2 to 12 years **and** installation of appropriate subbase and surface for the splashpad/ water playground equipment. Additionally, the project includes providing and installing accessible pathways from existing walks to the equipment, benches, shade, and all accessories necessary to provide a quality, all-inclusive water play experience. See Attachment A for additional information.
5. The project shall include a complete turn-key price for design and installation of access, equipment, surfacing, proposed site furnishings, and complete site restoration for the proposed splashpad/water playground improvements listed above with applicable shipping, sales tax, and any other cost incurred to the City of Fayetteville.

Contractors are strongly encouraged to visit the park site to verify size, shape, condition, constraints, and accessibility before submitting a proposal.

A non-mandatory pre-proposal conference will be held on Tuesday October 31, 2017 at 2:00 PM local time, at the actual job site at Walker Park in the North Parking Lot on S Block St. Fayetteville, AR 72701. All interested parties are strongly encouraged to attend.

6. **INTENT:** The City intends to select a properly licensed professional to provide a splashpad/water playground proposal and installation services to the City Fayetteville.
7. **NON-PROPRIETARY INTENT OF SPECIFICATIONS:** Any reference to a particular manufacturer brand, model, drawing, etc. is to assist in establishing a product acceptability level for the City of Fayetteville; it is not to establish a proprietary bid to limit Proposers from competition for the bid. The City of Fayetteville will have the privilege to evaluate alternate proposal for play value, safety, and quality offered. If in the opinion of the City, an alternate for any brand specified meets the basic design with no material exception as judged by the City, then the City reserves the right to accept the alternate.

8. **EVALUATION CRITERIA:** The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score each proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

Following the evaluation of the proposals, the Selection Committee may request the top ranking firms/vendors make an oral presentation or be interviewed. Any presentations/interview will take place in Fayetteville, Arkansas. Meeting notices and information will be sent by the Purchasing Division.

- 1) 20% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 35% **Proposed Specifications of Splashpad and Method of Doing Work:** A proposed layout and work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway. Layout will show how drainage is handled at the splash pad, all connecting walks, how future ties in could be done, sitting areas, equipment areas, all proposed electrical and water runs, and other information as relevant to the design of a splash pad and supporting features.
- 4) 15% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with the City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Proposers shall provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 10% **Price:** Proposers shall list all fees and expenses to be paid by the City and shall be structured in a **not to exceed format within the project budget**

9. **SCOPE OF WORK:** In order to fully compare issues such as water usage, play value, installation costs, and operating expense, the City is requesting two proposals, from each Proposer, for each type of splashpad operating system: a flow-through system proposal and a recirculating system proposal. These separate proposals will be utilized to evaluate and determine a final decision for the type of system to be chosen for installation by the City. The same budget is applicable to each proposal.

While the exact range and extent of services is subject to negotiation, it is anticipated that the selected firm shall provide, as a minimum, professional services and adequately experienced dedicated personnel necessary to recommend, provide installation drawings, provide, and install splashpad play equipment containing a wide variety of play events, surfacing and ADA accessible sidewalks. Proposals shall include

the following in relation to the proposed method of completing the work as outlined in the selection criteria:

- a. The extent of the Vendor's playground plans shall meet the specifications provided in this request for proposal.
- b. The City desires the following aspects within the proposals:
 - i. Splashpad Aesthetics: including color choice, deck material, and suitability with regard to the proposed playground concepts
 - ii. Splashpad Durability: including warranty and maintenance
 - iii. Splashpad Play Value: including variety, creativity, and challenge
 - iv. Ground Plane Surfacing: including cost, appearance, ease of repair, durability/longevity
- c. The splashpad activation shall be sequenced and user activated and have a timer that can restrict is use to portions of a day. The splash pad shall be designed so that the play events are designed and sequenced in a manner that creates anticipation and surprise. How this is done should be conveyed in the proposal.
- d. Comparison of play events, accessibility, circulation and diversity of the splashpad plans.
- e. To receive as much play value as possible.
- f. To provide a safe water play experience for children ages 2-12 as well as all users.
- g. To provide an all-inclusive, accessible play experience for children of all skill and ability levels.
- h. The proposer shall be responsible for following all State and Federal Laws that pertain to the construction of playgrounds.
- i. Durability of splashpad structures and equipment which results in low maintenance and long life of the product. Note the splash pad deck shall be a minimum of 6" thick 3500 psi concrete.
- j. Aesthetics in concept, design, and structure.
- k. Proposals should not include enclosed slides.
- l. Seating areas for parents, and connections to existing and proposed park infrastructure should be considered and indicated on drawings. Include if seating areas have shade structures.

10. ADDITIONAL PROPOSAL REQUIREMENTS: Proposals shall conform to the following specifications and include appropriate evidence for each **with response packet**:

- a. Letter stating the equipment is appropriate for the ages group stipulated above.
- b. Letter stating the proposed equipment meets the current Consumer Product Safety Commission Guidelines (CPSC) for public playgrounds.
- c. Letter stating the proposed equipment meets the requirements of the Consumer Product Safety Improvement Act (CPSIA 2008) and physical copies of Certificates of Compliance for each product and component as required by the CPSIA 2008.
- d. Letter stating the equipment meets the current requirements of the American Society for Testing Materials (ASTM).
- e. Letter stating the plan meets current requirements of the Americans with Disabilities Act (ADA).
- f. Evidence that all equipment provided is covered by product liability insurance. Contractors should provide a copy of this which includes the amount of coverage.
 - i. Proposers shall have general liability insurance as required at a minimum of \$1,000,000.00.
- g. Complete product specifications and warranty information.
- h. A color scale sample chart for all equipment.

- i. Proposer shall have a State of Arkansas Contractors License valid at time of bid. Proposer shall provide the City with proof of payment to all subcontractors before final payment is made by the City.
- j. Proposers shall have workers' compensation as required by Arkansas State statutes.
- k. A corporate bid bond of 5% shall be submitted with all proposals. A cashier's check issued to the City of Fayetteville from a financial institution located in the State of Arkansas in the amount of 5% of the proposed price is also acceptable.
- l. Contractor shall provide a 100% performance and payment bond after contract award, within ten (10) calendar days of notice of award. Cost of the performance and payment bond shall be paid by the contractor and shall be presented the City after being file marked at the Washington County Circuit Clerk's Office.
- m. The City of Fayetteville requires the following for viewing by the Selection Committee; therefore, the items below shall be included with RFP response:
 - A color, three-dimensional scaled site plan drawing of the splashpad equipment,
 - Pictures for each piece of equipment mounted on a poster board or paper,
 - A written list and description of all equipment to be included in the proposal, and
 - A manufactures catalog showing the proposed equipment.

11. IMPLEMENTATION: The successful Proposer shall be responsible and agrees to provide the following:

- a. Provide site preparation required to successfully install the splashpad equipment. The splashpad equipment shall be in-ground mounted in a footing. All construction shall comply with State and Federal Laws.
- b. Recommend, provide and install ground plane surfacing material. Surfacing shall comply with all safety standards. Please provide samples for all colors proposed.
- c. Upright posts shall be either galvanized steel, or aluminum material with a corrosion resistant finish.
- d. Provide all labor, equipment, materials and supplies needed to install the concrete deck, plumbing and mechanical systems, storage and treatment systems, play equipment, shade structures, and benches and other needed items outlined.
- e. All existing trees shall be protected to ensure survival through the construction process.
- f. Proposers shall incorporate shade into their proposal to include existing trees, and/or shade structures which complement and enhance the proposed play equipment and concept.
- g. Proposers may incorporate available site opportunities into their proposal such as existing vegetation, slopes, turf areas, and seating areas, etc.
- h. All debris and construction materials shall be removed and cleaned up after installation.
- i. Removal of excavated dirt is the Contractor's responsibility unless it is spread in the park area as designated by Parks and Recreation Staff.
- j. Security at this park is very important. The City of Fayetteville will not be responsible for stolen or damaged equipment. Contractor shall be responsible for all materials, equipment, and site until final completion of the entire project.
- k. All contractors should plan on working weekdays from 7:00 AM to 5:00 PM unless otherwise approved by the Project Manager.
- l. If any contractor feels the need to stay at the jobsite overnight, prior advance permission from Connie Edmonston, Parks and Recreation Director must be obtained.
- m. Equipment supplier shall provide a letter to the City of Fayetteville certifying that an audit of the splashpad's equipment installation was performed and that the following requirements and specifications were successfully met:

- All footings were correctly installed. The Splash Pad play surface and all footings shall be audited by the City of Fayetteville staff BEFORE covering and continuing installation. Give 48 hours' notice prior to concrete pour.
 - All play equipment and play surface was installed correctly according to CPSC, CPSIA 2008, ASTM, IPEMA, and ADA requirements.
- n. Any deviation shall be noted on these bidding documents and explanatory specifications attached to the proposal.
 - o. Unit prices shall include all labor, materials, equipment and incidentals required to complete the work as shown in the plans and details for a complete in place item. Items listed on drawings and not included as a separate pay quantity shall be considered incidental and the cost shall be included in the price bid for other items.
 - p. The amount of time appropriated for this project is one hundred twenty (120) calendar days from the date of the notice to proceed. This time period will be the time allowed for complete turn-key operation of the playground. Inclement weather days will be considered when appropriate if submitted to the Parks and Recreation Project Manager within one week of the requested inclement weather day. A ~~\$100.00~~ \$150.00 per day penalty shall be assessed for each day over the one hundred twenty (120) calendar day completion time.
 - q. Proposers are responsible for providing construction fences and signs as required to assure the safety of citizens.
 - r. Proposers shall coordinate the construction of the splashpad deck with other construction activities in the park that may be part of a separate bid.
 - s. Evidence shall be provided proving the installers of the playground equipment are properly trained by the equipment manufacturer.
 - t. Project will not be accepted until the City of Fayetteville approves the work after the construction has been completed. When concrete is poured, it is the contractor's responsibility to supervise the area. If the concrete is disturbed by tracks, etc., the contractor is responsible for correcting the pour.
 - u. Proposers shall submit a minimum of two (2) proposals for both the recirculating and flow-thru systems. No more than two proposals for each system for the park will be considered per contractor license.
 - v. All disturbed areas shall be seeded with turf type Tall Fescue and mulched with wheat straw unless otherwise specified on the drawings.
 - w. Construction site shall be returned to the condition it was in prior to the start of construction. Contractor is responsible for repairing all damage to site caused during construction.
 - x. The area of land to be included in this proposal is shown on the drawings. Proposers shall not include any area larger than what has been designated for the proposal. Please contact Les McGaugh (479-575-8220, <lmcgaugh@fayetteville-ar.gov> with any questions.
 - y. Proposer shall provide training to Parks Maintenance Staff to operate the system including winterization.
 - z. Proposers shall comply with all Federal and State laws pertaining to water playgrounds.
 - aa. In the event that any specification stated in this request for proposal conflicts with State and/or Federal laws, the State and/or Federal Laws shall prevail.
 - bb. Proposers must comply with all Americans with Disabilities Act Guidelines.

12. PROPOSAL CONTENTS: Proposals should be structured in the following manner.

- a. **Structure:** Proposals shall be prepared simply and economically, providing a straight forward, concise description on the Proposer's ability to meet the requirements for this project. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Displays should be provided as requested.
- b. **References:** A reference list for similar work performed by the Proposer within the past five (5) years.
- c. **Experience:** Provide a general description of the organization, its history, primary types of work, organizational structure, etc. Proposers shall incorporate experience as it relates to the scope of work and minimum qualifications.

13. CONTRACT FORMATION: If the negotiation produces mutual agreement, the draft contract as a part of this package shall be constructed and forwarded to the Fayetteville City Council for final approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

14. INSURANCE: Proposer shall provide and maintain insurance throughout the contract which is commonly accepted in the industry. Insurance is not required with RFP response but will be required after contract award. Insurance provided shall include but not be limited to the following and shall list the City of Fayetteville, Arkansas as an additional insured: General Automotive, Commercial General Liability and Worker's Compensation as required by state law.

- Workers' Compensation: Statutory Amount
- General Liability Coverage: \$1,000,000 minimum
- General Automobile Coverage

For any work subcontracted, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by the Contractor.

15. ANTICIPATED PROJECT TIMELINE: subject to change

Date	Time	Description
Monday October 23, 2017	8:00 AM	Date RFP available and date of advertisement 2nd Advertisement: Monday, October 30, 2017
Tuesday October 31, 2017	10:00 AM	Non-Mandatory Pre-Proposal Conference, all interested parties are strongly encouraged to attend
Friday November 17, 2017	End of day	City intends to issue Final Addendum – if applicable
Thursday, November 30, 2017	Before 2:00 PM, local time	Deadline to submit a sealed response to the City of Fayetteville. Proposals shall be received prior to the deadline, no exceptions. Distributed to Selection Committee
Week of December 18, 2017	TBD	Interviews with short listed vendors – if applicable
Friday, January 19, 2017	4:00 PM	Deadline for negotiations and finalization of contract, City Clerk deadline for City Council Meeting

Tuesday, January 30, 2017	4:30 PM	City Council Agenda Session Meeting for 02/06/2017
Tuesday, February 06, 2017	5:30 PM	City Council Meeting to consider contract for approval

1. DISCLOSURE INFORMATION

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

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

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 1

Proposer's Name: _____

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

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

**Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections:** \$ _____

Complete in place as proposed

Water Play Components / Spray Features: \$ _____

Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ _____

Complete in place as proposed

Shade Structures: \$ _____

Complete in place as proposed

Plumbing Connections : \$ _____

Complete in place as proposed

Fencing: \$ _____

Complete in place as proposed

**Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems):** \$ _____

Complete in place as proposed

Site Work / Restoration: \$ _____

Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ _____

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 2

PROPOSER'S NAME _____

CONTRACTOR'S LICENSE # _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

AUTHORIZED SIGNATURE _____

TITLE _____

DESIGN FLOW RATE FOR FLOW-THROUGH SYSTEM: _____ GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked **"RFP 17-XX Walker Park Splashpad"**. Each bidder will be required to meet or exceed the specifications attached. **Any deviation shall be noted with specifications attached to bid proposal.** Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #2 – Recirculating System – Page 1

Proposer's Name: _____

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

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

**Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections:** \$ _____

Complete in place as proposed

Water Play Components / Spray Features: \$ _____

Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ _____

Complete in place as proposed

Shade Structures: \$ _____

Complete in place as proposed

Plumbing Connections : \$ _____

Complete in place as proposed

Fencing: \$ _____

Complete in place as proposed

**Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems):** \$ _____

Complete in place as proposed

Site Work / Restoration: \$ _____

Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ _____

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #2 – Recirculating System – Page 2

PROPOSER'S NAME _____

CONTRACTOR'S LICENSE # _____

CONTACT PERSON _____

TITLE _____

ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

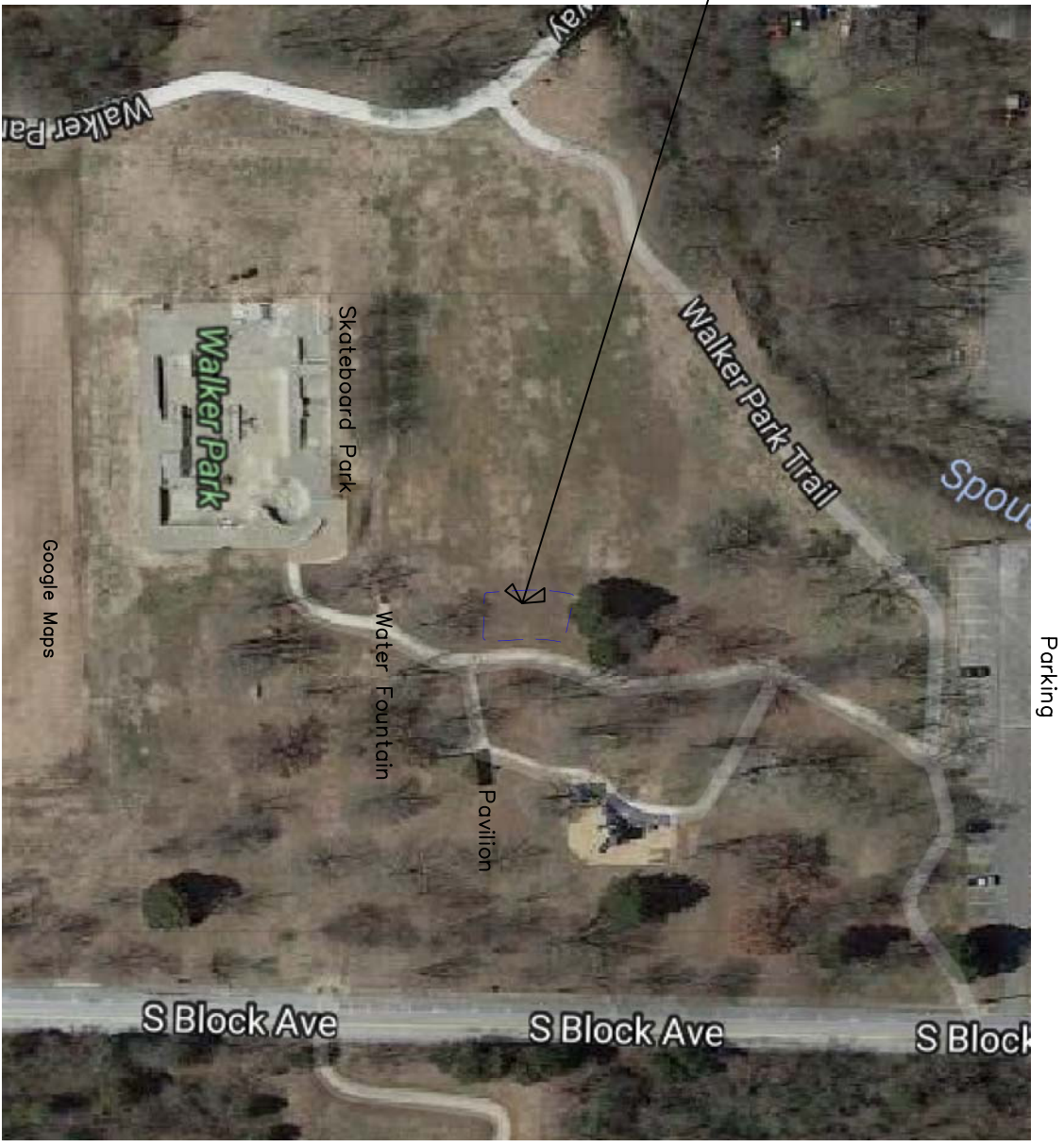
AUTHORIZED SIGNATURE _____

TITLE _____

DESIGN FLOW RATE FOR RECIRCULATING SYSTEM: _____ GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked **"RFP 17-17 Walker Park Splashpad"**. Each bidder will be required to meet or exceed the specifications attached. **Any deviation shall be noted with specifications attached to bid proposal.** Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.

Splash Pad Site



Note sewer line running north south just east of this drawing.

Consider covered bench seating here

Future Entry Walk

Consider covered bench seating here

Existing Walk to Pavilion

Power Source

Consider covered bench seating here

Ex. Walk

Possible Eq Location

Protect Tree During Construction
No in ground trenching or boxes within drip line of trees.

18' Min.

Design should consider access from future walk location and axis.

Explain how you will handle drainage in buffer area

6' minimum buffer

Design should consider access from existing walk location and axis.

Splash Pad Area

The splash pad should be designed to fit generally within this area.

4' max.

Approx 65' max

Protect Tree During Construction

18' Min.

Existing Water Ftn

To Skateboard Park >

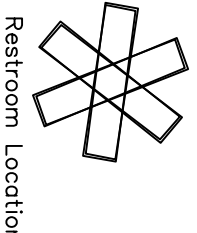
Show how drainage will be handled
Show location of all equipment
Show concrete surfaces that drain to splash pad and how other new surfaces drain.

Design should consider access from the west and future restroom location.

Attachment A – Sheet Two of Two RFP Walker Park Splash Pad Site Location Sheet

September 15, 2017

< North
Drawing Not To Scale



Proposal for

RFP 17-17

Walker Park Splashpad – Flow Through

December 12, 2017



Prepared By:



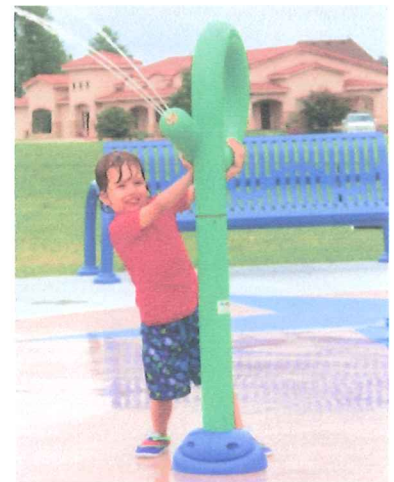
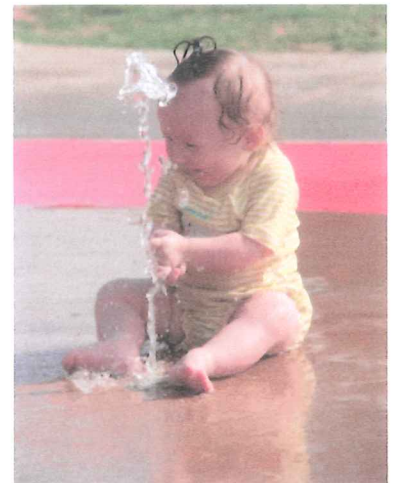
RJR Enterprises, LLC
Ron Brown, President
804 N. 42nd Street
Rogers, AR 72756
(479) 621-3939
ronbrown@nwarjr.com
www.rjrplay.com



Power Play, LLC
Craig Hamelin, President
12804 S. Memorial Dr., Suite 114
Bixby, Oklahoma 74008
(918) 728-9978
chamelin@power-play.net
www.power-play.net



Vortex Aquatic Structures
Over 6,500 installations worldwide
1-877-5VORTEX
www.vortex-intl.com



PROPOSAL DOCUMENTS	SECTION 1
Executive Summary RFP Signature Page (Page 1 of RFP) Section C: Signature Submittal Page (Page 19 of RFP) Proposal Form #1 – Flow Through System – Page 1 (Page 20 of RFP) Proposal Form #1 – Flow Through System – Page 2 (Page 21 of RFP) Bid Bond Scope of Work	
TEAM INTRODUCTION	SECTION 2
Team Members Team Overview Resumes	
WALKER PARK SPLASHPAD	SECTION 3
Project Narrative 3D Color Rendering Splashpad Site Plan Design Overview Splashpad Equipment Plan Design Philosophy Water Feature Photos and Descriptions	
SPLASHPAD OPERATING SYSTEM	SECTION 4
Flow Through Splashpad Overview Water Management System	
QUALIFICATIONS	SECTION 5
RJR Enterprises: Project List, References Power Play: Project List, References	
CUSTOMER CARE PROGRAM	SECTION 6
Customer Care Program Certified Start Up and Training Program Vortex Industry Leading Warranties	
ADDITIONAL PROPOSAL REQUIREMENTS	SECTION 7
Section 10 – Items: a – h Consumer Product Safety Commission “Public” Playground Information	
ADDENDUM	SECTION 8
Additional Renderings (4 Views) Cut Sheets Why Vortex, Why RJR, Why Power Play Past Experiences – RJR & Power Play About McClelland Consulting Engineers, Inc.	
24x36 SPLASHPAD POSTER	SEPARATE

In response to the **CITY OF FAYETTEVILLE, ARKANSAS** Request for Proposal (RFP) RFP 17-17, RJR Enterprises, Inc. (RJR), Power Play, LLC (Power Play) and Vortex Aquatic Structures International (Vortex) propose herein to provide the design and construction for a new Splashpad at Walker Park.

The October 31, 2017 pre-proposal conference by our project team further enhanced our understanding of the project scope and provided insight into the project specifics to be included in our design effort.

Within our proposal, we further define the work and quality of materials to be provided, present our proposed Project Team for the work, present our plan and strategy for executing the project, and address the following project team capabilities and extensive experience we believe will benefit the **CITY OF FAYETTEVILLE** for completion of the Walker Park Splashpad.



OUR TEAM HAS THE REQUIRED TECHNICAL EXPERTISE

Our project team of RJR, Power Play and Vortex has worked together on more than 75 Splashpad projects. Working together as a team on this many projects has provided us the ability to develop a budget to maximize the amount of water features and provide the best Splashpad solution for the **CITY OF FAYETTEVILLE**. Power Play has completed more than 175 Splashpad projects and Vortex is the world leader in aquatic play solutions with over 6,500 completed projects. Communication and understanding of the expectations of the various participants in any project is key to the success of the project. Our team uniquely understands the project drivers and has the personnel and management tools to achieve a successful project.



*"We have the credentials the CITY OF FAYETTEVILLE is looking for.
We will perform in a cost effective and efficient manner.
The CITY OF FAYETTEVILLE will receive value for the money they spend."*

WE KNOW HOW TO DESIGN



Power Play has provided the design for the Walker Park Splashpad Project and has designed or consulted on hundreds of projects. Six (6) of our projects have been selected as "Dream Design" award winners by *Aquatics International*. Most recently, Long Branch Lagoon Aquatic Center in Dodge City, KS was selected as a 2017 award winner. Other "Dream Design" awards include Shawnee Splash Water Park in Shawnee, OK (2016), Parmele Park Splashpad in Moore, OK (2015), Central Park Splashpad in Skiatook, OK (2012), Bentley Park Splashpad in Bixby, OK (2011), and Crystal Beach Aquatic Center in Woodward, OK (2010). Our designs

offer colorful and dynamic water features which offer maximum play value, durability and safety. Selecting the appropriate features is one of the key elements to maximizing play. Your Vortex Splashpad is composed of three different activity bays (Toddler, Family and Action) that offer dynamic play areas containing products tailored to various ages and abilities.

*"A Vortex Splashpad experience is Universally Accessible.
We design play experiences for everyone,
of all AGES and ABILITIES."*

WE KNOW HOW TO EXECUTE

Personnel, whom we propose for the project, are self motivated and experienced in successful on-schedule completion of Splashpad projects. We recognize that up-front coordination between the construction team and equipment suppliers is required to effectively execute and respond to critical project needs. Our goal is to complete the defined scope of work within the established budget and schedule presented in our proposal.



*"THE CITY OF FAYETTEVILLE will know where we are and where we are going.
We will complete the project on schedule and within budget."*

WE DON'T COMPROMISE ON QUALITY



Vortex uses premium materials and adheres to the highest quality manufacturing standards. This ensures that products are reliable, durable and vandalism-resistant. Vortex is committed to providing customers with superior quality products. All Vortex Water Features are not only built to work, but they are built to last over time and sustain frequent use wear and tear, an essential combination when calculating your return on investment. Vortex products are designed to surpass all industry regulations for public water play areas and are conceived with extended play life and ongoing safety. As an advocate of injury free and safe playgrounds, Vortex is committed to meeting globally recognized safety standards for products.

*"We will not compromise when it comes to safe work practices or quality standards.
Therefore, we will exemplify the very best safety and quality standards
in the work we will do for you."*



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

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 17-17, Walker Park Splash Pad

DEADLINE: Thursday, November 30, 2017 before 2:00:00 PM, local time

PRE-PROPOSAL CONFERENCE: Tuesday October 31, 2017 at 2:00 PM

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

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

DATE OF ISSUE AND ADVERTISEMENT: Monday Oct. 23, 2017 and Oct 30, 2017

REQUEST FOR PROPOSAL
RFP 17-17, Walker Park Splash Pad

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

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

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

Name of Firm: RJR ENTERPRISES, INC.

Contact Person: RON BROWN Title: PRESIDENT

E-Mail: RONBROWN@NWA RJR.COM Phone: 479-621-3939

Business Address: 804 N 42ND STREET

City: ROGERS, AR 72756 State: AR Zip: 72756

Signature: Ronald Brown Date: 12/12/2017

1. DISCLOSURE INFORMATION

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

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

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

X 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. PRIMARY CONTACT INFORMATION

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

Corporate Name of Firm: RJR ENTERPRISES, INC

Primary Contact: RON BROWN Title of Primary Contact: PRESIDENT

Phone #1 (cell preferred): 479-621-3939 Phone #2: 479-936-1092

E-Mail Address: RONBROWN@NWARJR.COM

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1, 2, AND 3	<u>Ronald E Brown</u> RONALD E BROWN	<u>10/30, 11/09, AND 12/01</u>

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 1

Proposer's Name: RJR ENTERPRISES, INC.

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

Total price for this project shall include but not limited to: required bonds and insurance; labor cost; equipment, materials and supplies; concrete sub-base (if necessary) and concrete surfacing with installation; splashpad equipment and installation; proposed site furniture installation including shade structures; connecting ADA sidewalks; site restoration; shipping; and all applicable sales tax. In addition, the "Price per Proposal Specifications" is to include FOB to actual Walker Park project site in Fayetteville, AR and sales tax as regulated by the Arkansas Department of Finance Administration. Failure to meet this requirement could result in your proposal being rejected.

Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections: \$ 22,600.00
Complete in place as proposed

Water Play Components / Spray Features: \$ 176,160.00
Complete in place as proposed

Site Furnishings (Benches, Seating, Tables, Etc.): \$ 7,000.00
Complete in place as proposed

Shade Structures: \$ 27,000.00
Complete in place as proposed

Plumbing Connections : \$ 35,626.00
Complete in place as proposed

Fencing: \$ 7,000.00
Complete in place as proposed

Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems): \$ 89,960.00
Complete in place as proposed

Site Work / Restoration: \$ 4,500.00
Includes 4" depth topsoil, Bermuda sod

TOTAL PRICE PER PROPOSAL SPECIFICATIONS*: \$ 369,846.00

*Total Price per Proposal Specifications shall equal the sum of all line items provided above.

THIS FORM CONTINUES ON THE NEXT PAGE

City of Fayetteville
RFP 17-17, Walker Park Splashpad
Proposal Form #1 – Flow-Through System – Page 2

PROPOSER'S NAME RJR ENTERPRISES, INC.

CONTRACTOR'S LICENSE # 0093500418

CONTACT PERSON RON BROWN

TITLE PRESIDENT

ADDRESS 804 N 42ND STREET
ROGERS, AR 72756

TELEPHONE 479-621-3939 FAX 479-631-6577

EMAIL ADDRESS RONBROWN@NWA.RJR.COM

AUTHORIZED SIGNATURE 

TITLE PRESIDENT

DESIGN FLOW RATE FOR FLOW-THROUGH SYSTEM: 65 - 75 GPM 3,900 - 4,500 GPH

All-inclusive proposals shall be submitted no later than the deadline stated to the City of Fayetteville, Purchasing Office, Room 306, 113 West Mountain Street, Fayetteville, Arkansas, 72701 in a sealed envelope marked "RFP 17-XX Walker Park Splashpad". Each bidder will be required to meet or exceed the specifications attached. Any deviation shall be noted with specifications attached to bid proposal. Questions related to the proposal process should be directed to Les McGaugh, City of Fayetteville Purchasing Division, (479) 575-8220, or by e-mail lmcgaugh@fayetteville-ar.gov.



**City of Fayetteville
RFP 17-17, Walker Park Splashpad
Flow-Through System**

Scope of Work:

**Brushed Concrete Play Deck / Bench or Seating
Pads / ADA Sidewalk Connections:**

- Construction of a 3065-total square foot Flow-Through Spray Park.
- Spray Park deck integral colored concrete 2090 square feet Tan In Color.
- Spray Park Sidewalk 1900 SF gray concrete.

Water Play Components / Spray Features:

- Supply and install Vortex Features as per drawings.
- Supply and install water feature piping from Vault manifold to water features.

Site Furnishings (Benches, Seating, Tables, Etc.):

- Supply and install 2-ADA Tables, 3 Benches 2 Trash Receptacles.

Shade Structures:

- Supply and install 2- 11X11 Shade structures, one 17'X12' Pavilion added to rear of bathroom

Plumbing Connections:

Fencing:

Per Plans.

**Mechanical Systems (Pumps, Tanks, Filtration
and Water Treatment Systems):**

- Supply Utility hook up to water, Electrical and sewer lines (Bathroom)
- Supply and install Vault with Controller and Manifold,
- Supply and install 17'X10' Cortez modular Bathroom.
- Start-up, programming and operator training by manufacturer's representative.

Site Work / Restoration:

GRANITE RE, INC.

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we RJR Enterprises, Inc.

804 North 42nd Street Rogers, Arkansas 72756

as principal, hereinafter called the Principal, and

Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134

a corporation duly organized under the laws of the State of Oklahoma as Surety, hereinafter called the Surety, are held and firmly bound unto City of Fayetteville

City Administration Building Room 306, 113 West Mountain, Fayetteville, Arkansas 72701

as Obligee, hereinafter called the Obligee, in the sum of

5% Percent of the Bid Amount, Dollars (\$ 5% amount of Bid)

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

Project: RFP 17-17, Walker Splash Pad

Bid Date: 12/13/2017

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee 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 Obligee, 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 Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee 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, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

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.

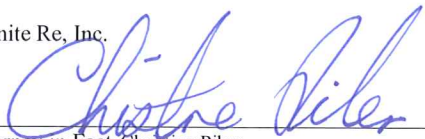
Signed and sealed this 13th day of December, 2017.

RJR Enterprises, LLC

Witness

Title (Seal)

Granite Re, Inc.



Attorney in Fact Christine Piker

(Seal)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROLAND JULIAN; BRAD BRIDGERS; TERRI STUART; ESTHER MCBEE; CHRISTINE PIKER; DIANA BALL its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROLAND JULIAN; BRAD BRIDGERS; TERRI STUART; ESTHER MCBEE; CHRISTINE PIKER; DIANA BALL may lawfully do in the premises by virtue of these presents.

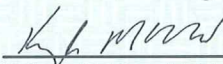
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of July, 2013.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

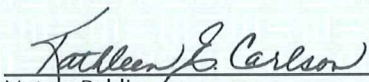


Kyle P. McDonald, Treasurer

On this 3rd day of July, 2013, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2017
Commission #: 01013257





Notary Public

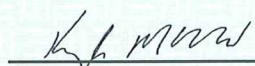
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
13TH day of DECEMBER, 2013.





Kyle P. McDonald, Secretary/Treasurer



City of Fayetteville, AR Walker Park Splashpad

TEAM MEMBERS

For the Walker Park Splashpad Project, our team consists of RJR Enterprises, Power Play, and Vortex Aquatic Structures. This team has partnered together on more than 75 Splashpad projects. Contact information and project responsibilities for the team are listed below.



CONTACT INFORMATION

RJR Enterprises, Inc.
Ron Brown, President
804 N. 42nd Street
Rogers, AR 72756
(479) 621-3939
ronbrown@nwarjr.com

RESPONSIBILITY

- General Contractor
- Installer



CONTACT INFORMATION

Power Play, LLC
Craig Hamelin, President
12804 S. Memorial Dr., Suite 114
Bixby, OK 74008
(918) 728-9978
chamelin@power-play.net

RESPONSIBILITY

- Design & Sales Consultant
- Splashpad Equipment Supplier
- Customer Service
- Technical Support



CONTACT INFORMATION

Vortex Aquatic Structures
2605 Sagebrush Dr., Suite 208
Flower Mound, TX 75028
1 (877) 586-7839

Jacob Sibayan, Field Service Tech
Hillsboro, KS 67063
(951) 296-8828

RESPONSIBILITY

- Splashpad Equipment Manufacturer
- Customer Service
- Technical Support



CONTACT INFORMATION

McClelland Consulting Engineers, Inc.
Fayetteville &
Little Rock Locations

RESPONSIBILITY

- Professional Engineering Services (as needed)



TEAM OVERVIEW

ABOUT RJR ENTERPRISES

RJR has been in business for more than 30 years. We started out as a general contractor building homes in the Northwest Arkansas area and eventually expanded to the construction of many civic and commercial buildings including schools, hospitals, Wal-Mart stores, and daycare facilities. RJR has **constructed more than 75 Splashpads** in Oklahoma, Arkansas, Kansas, Missouri, and Louisiana and is a Certified Vortex installer. Between the construction managers and superintendents, RJR has over **90 years of experience** in all types of construction disciplines. Our broad base of construction knowledge allows us to assume total project responsibility and timely project completion at a lower cost.

ABOUT POWER PLAY

Power Play, LLC provides consulting and Splashpad design services, and is a distributor of commercial grade park and recreation equipment. Understanding our customer's objectives is what truly sets Power Play apart. From **consultation** and **site evaluation**, through **design support**, **installation**, **training and long term customer care**, our team of experts will work with you to ensure your **complete satisfaction** and **successful project**. With more than **16 years experience** in the Aquatic Play Industry and **175 completed Splashpad** projects, Power Play is a proven partner that will bring a wealth of product knowledge and an in-depth understanding of the aquatic playground industry to ensure a successful project.

We take pride in the **customer service** we provide. We will be your primary contact long after the project is completed and will be available at any time to answer questions. We **stock many standard parts** in our warehouse and have a local technician.

Power Play has designed hundreds of Splashpads or Spray Parks and **six (6) of our projects have been selected as "Dream Design" award winners by Aquatics International magazine**. Most recently, Long Branch Lagoon Aquatic Center in Dodge City, KS was selected as a 2017 award winner. Other "Dream Design" awards include Shawnee Splash Water Park in Shawnee, OK, Parmele Park Splashpad in Moore, OK (2015), Central Park Splashpad in Skiatook, OK (2012), Bentley Park Splashpad in Bixby, OK (2011), and Crystal Beach Aquatic Center in Woodward, OK (2010).

ABOUT VORTEX

With more than **22 years of experience (1995 – 2017)** in manufacturing interactive aquatic play equipment for children of all ages and abilities, Vortex Aquatic Structures is the **world leader** in Splashpad development, deployment and evolution. Vortex has **more than 6,500 Splashpad installations** worldwide, **innovative products** that adhere to **strict quality and safety standards**, a state of the art manufacturing facility, engineering department and the **industry's strongest sales and customer service network**.

RESUMES OF KEY PERSONNEL

For the Walker Park Splashpad Project, enclosed are resumes for the key personnel on our project team.

Name: **Ron Brown**

Title: **President**

Company: **RJR Enterprises, Inc.**

Years Experience: **37**

With this firm **31** Other firms **6**

Education: Degree(s)/Year/Specialization: **90+ hours from Phillips University, Enid, OK / 1975 – 1979 / Finance Major**

Current Registration(s): **CPSI, National Institute of Playground Installers, Contractors Licenses State of Arkansas**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

Name: **Larry Brown**

Title: **Project Manager**

Company: **RJR Enterprises, Inc.**

Years Experience: **32**

With this firm **17** Other firms **15**

Education: Degree(s)/Year/Specialization: **High School Graduate / 1977**

Current Registration(s): **CPSI**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

RESUMES OF KEY PERSONNEL

For the Walker Park Splashpad Project, enclosed are resumes for the key personnel on our project team.

Name: **Scott Brown**

Title: **Project Superintendent**

Company: **RJR Enterprises, Inc.**

Years Experience: **17**

With this firm **11** Other firms **6**

Education: Degree(s)/Year/Specialization: **High School Graduate**

Current Registration(s): **CPSI**

Other Experience & Qualifications relevant to the proposed project: **RJR has completed the construction of more than 85 Splashpad projects.**

Name: **Craig Hamelin**

Title: **Design & Sales Consultant, Splashpad Equipment Supplier, Customer Service**

Company: **Power Play, LLC**

Years Experience: **16**

With this firm **11** Other firms **5**

Education: Degree(s)/Year/Specialization: **Bachelor of Science – Rensselaer Polytechnic Institute / 1995 / Management**

Other Experience & Qualifications relevant to the proposed project: **Craig worked for Vortex Aquatic Structures as a Sales Manager from 2001 – 2005. During this time, he oversaw Vortex sales representatives in the US and Canada and assisted them with sales and proposals. In 2005, Craig started Power Play and became a Vortex sales representative. He has 16 years experience in the aquatic playground industry and brings a wealth of product and technical knowledge. He has designed more than hundreds of Splashpads and provides consultation, project management and customer service support.**

PROJECT NARRATIVE

This proposal is for a flow through Splashpad at Walker Park. Our project team attended the pre-bid meeting and visited the project location on Tuesday, October 31, 2017. Based on the pre-bid meeting and site visit, we have prepared a design that will maximize the existing space available while creating a fun and exciting focal point for the park. The Splashpad Site Plan and Equipment Layout provide details on how the Splashpad will be incorporated into the existing location along with dimensions and spray zones for the equipment.

The following documents, included in this section, present our design for a flow through Splashpad at Walker Park:

- 3D Color Rendering (additional Renderings in Addendum)
- Splashpad Site Plan
- Design Overview
- Splashpad Equipment Plan
- Design Philosophy
- Water Feature Photos and Descriptions



FLOW THROUGH DESIGN

Vortex Splashpads are accessible to everyone and offer inclusive play. Also known as Universal Play or Universal Accessibility (UA), Inclusive Play Design is the framework of every Splashpad. The Walker Park Splashpad flow through design we are proposing offers colorful and dynamic water features which offer maximum play value, durability and safety. Selecting the appropriate features is one of the key elements to maximizing play.

Your Vortex Splashpad is composed of three different activity bays (Toddler, Family and Action) that offer dynamic play areas containing products tailored to various ages and abilities. The Toddler Bay contains gentle Jet Streams and a toddler height Snail and Frog perfect for the little ones. Kids love to rotate the Snail and Frog and spray other kids in the area. The Family Bay features a tall Daisy Flower with water falling from its petals, three (3) misting Spray Loops and two (2) 4-jet Water Tunnels creating a group of features perfect for kids to run through and duck under like a fun obstacle course. The Action Bay has the exciting Super Splash as the focal point and also contains two Water Cannons, a dumping Flower, and an interactive Bloom that allows kids to spin the feature and create a spiraling water effect. From toddlers to teenagers this Splashpad has something for all ages. It will provide fun and excitement and keep kids active by moving throughout the bays.

As part of this design, our proposal includes two (2) 11x11 shades, two (2) picnic tables, two (2) trash receptacles and three (3) benches for seating around the Splashpad.

Information regarding the Splashpad Activator and sequencing is provided in Section 4, Splashpad Operating System.



Vortex color options, materials, safety standards, and additional information is provided in the Addendum Section under Why Vortex.

OPERATING COSTS & GPM

Determining the exact operating costs is challenging because it's based on actual usage of the Splashpad and the actual operating hours determined by the City of Fayetteville. Based on our experience, we use the following as a guide to determine approximate operating cost:

Estimated gallons per minute (GPM) for this flow through Splashpad design is 65-75 GPM

Gallons per hour: $65 \times 60 \text{ minutes} = 3,900$ per hour

Estimated average use 6 hours / day: $3,900 \times 6 \text{ hours} = 23,400$ per day

Operating Season: Approximately 3-4 months

The City of Fayetteville can then use the \$ amount it pays for water to determine an approximate cost.

We recommend using 6 hours per day as an average, however, some days it may be lower (2-3) hours per day and some days it may be higher (8-9) hours per day. The City of Fayetteville can determine the hours of operation to the public and our technician will train your staff and set these hours during our Start-up and Training session. Spray sequence programs can be modified by decreasing or increasing GPM.

SPLASHPAD FEATURES AND MAINTENANCE

Cut Sheets for all of the Splashpad features are provided in the Addendum Section. Each cut sheet contains the Product Name, Item Number, Gallons per Minute, Flow, Spray Zone, Product Highlights, Exclusive Vortex Technologies associated with the feature and an Image of the water feature.

Your project is a long-term investment and you should expect a lasting commitment from your chosen partners. When you buy a Vortex Splashpad, we enter into a long-term partnership that provides you with continuing customer support, training for existing and new staff, certification programs, upgrades, and on-site support. Power Play will be your point of contact for any maintenance and servicing needs. More information regarding our Customer Care Program and Vortex industry-leading warranties is located in Section 7, Customer Care Program.

*"We are committed to our Customers which has resulted
in repeat business and multiple Splashpad and Poolplay projects
with more than 27 different Cities.
(See Addendum – Why Power Play)"*



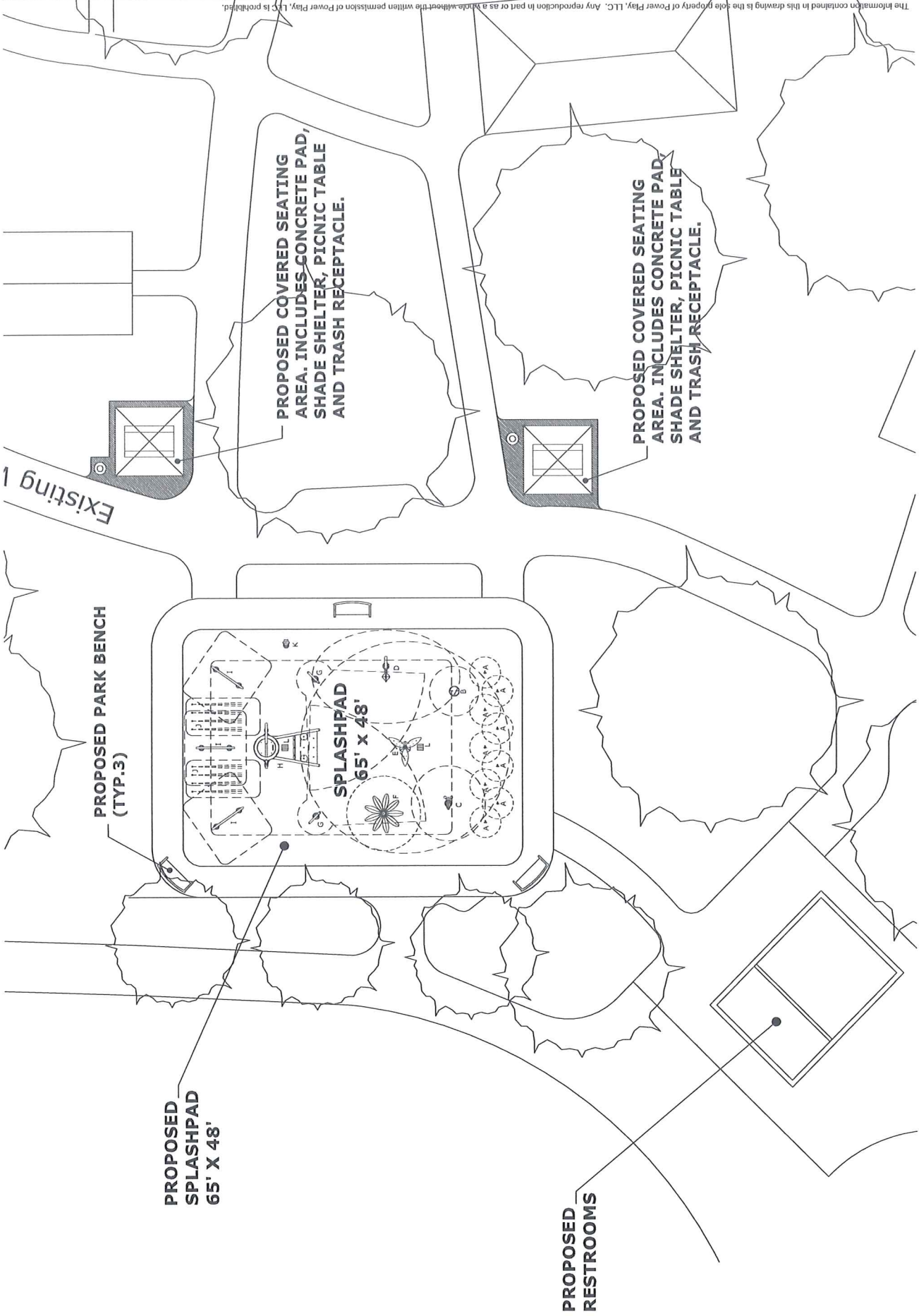
Walker Park Splashpad – Flow Through – View A

Fayetteville, AR



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www.power-play.net

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3,065 sq ft of total Splashpad area

A balanced Splashpad design for toddlers to teenagers

Defined age based play areas with age appropriate play products

11 above ground features

17 ground spray features)

User Activated

7 action reaction water features

Interchangeable and removable water features

Water conserving predefined spray sequences

Proposal includes the following Site Furnishings:
2 – 11x11 Shade Structures, 2 Picnic Tables,
2 Trash Receptacles and 3 Benches

VORTEX QUALITY STANDARDS

Splashpad equipment complies to ASTM F2461-09 - Standard practice for Manufacture, Construction, Operation and Maintenance of Aquatic Play Equipment

Stainless Steel Structures & Anchoring Systems

Stainless Steel & Brass Spray Heads and Nozzles

Factory assembled and tested water distribution system

Factory assembled and tested operating system

UL Listed Splashpad System Controller with user-friendly interface

Easy on-site spray sequence modification (PC or laptop NOT required)

Tamper-resistant components and maintenance tools

Toe guard systems that keep little toes safe

Industry leading warranties



Walker Park Splashpad – Design Overview

Fayetteville, AR



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GENERAL NOTES:

THIS DRAWING IS CONCEPTUAL AND IS TO BE USED AS A GUIDELINE, AND NOT AS ACTUAL CONSTRUCTION PLANS UNLESS APPROVED BY THE OWNER AND/OR THE OWNER'S CONSULTANT.

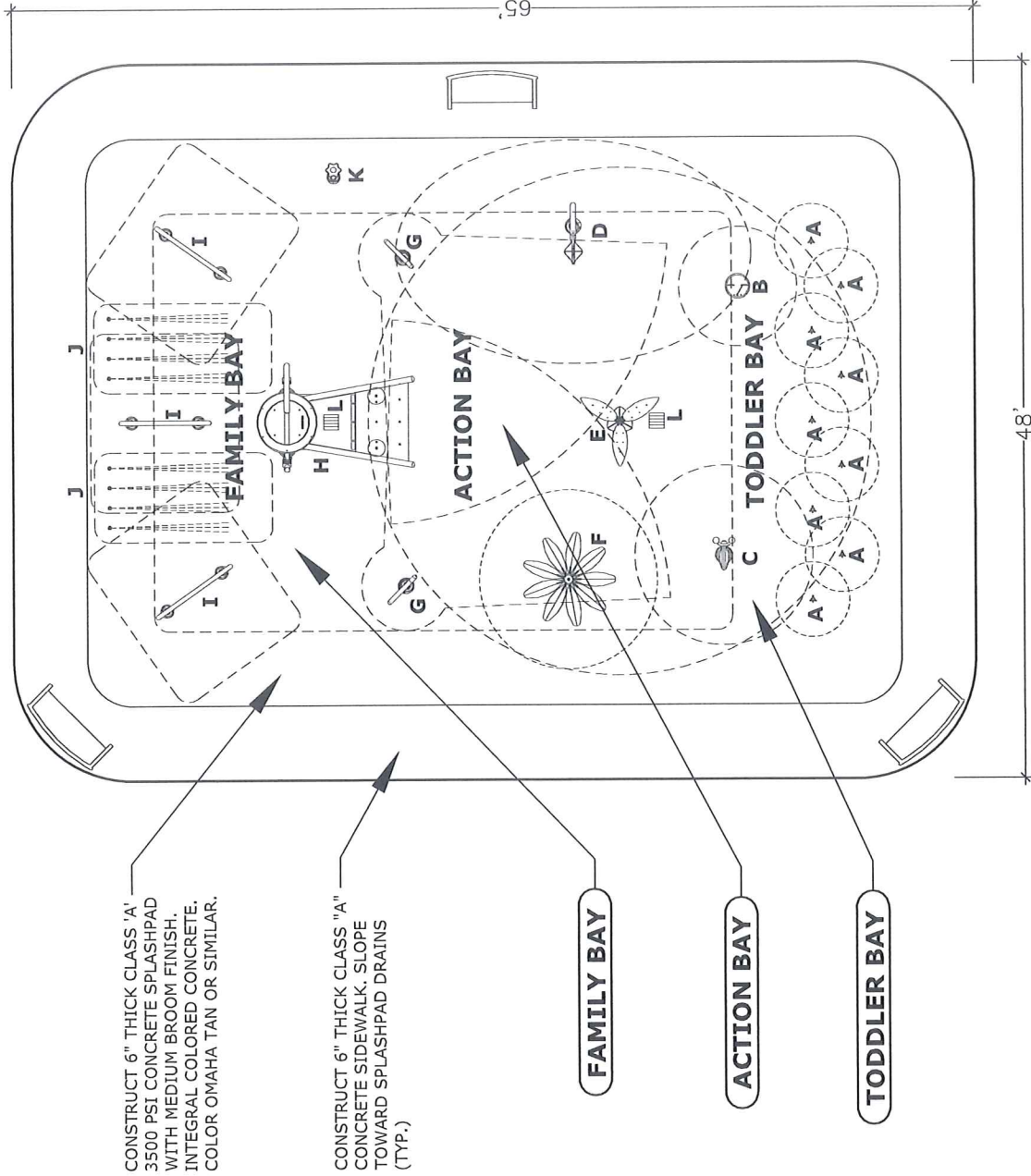
PRODUCT INFORMATION:

SPLASHPAD EQUIPMENT BY
VORTEX AQUATIC STRUCTURES
CONTACT LOCAL REPRESENTATIVE
POWER PLAY, LLC
12804 S. MEMORIAL DRIVE
SUITE 114
BIXBY, OK 74008
TEL (918) 728-9978
INFO@POWER-PLAY.NET

TOTAL SPLASHPAD AREA: 3,065 SF

SPLASHPAD EQUIPMENT SCHEDULE:

ITEM	DESCRIPTION	QTY	GPM
A	JET STREAM No1 (EM) VOR-7512	9	22.5
B	FROG No2 (SW, PC) VOR-7201	1	4
C	SNAIL No4 (SW, PC) VOR-7217	1	6.5
D	FLOWER No7 (SW, PC) VOR-7559	1	4
E	BLOOM No1 (SW, PC) VOR-7486	1	8.5
F	FLOWER (SW, PC) VOR-0564	1	25
G	TUBE CANNON No1 (SW, PC) VOR-0220	2	8
H	SUPER SPLASH No2 (SW, PC) VOR-0130	1	32
I	SPRAY LOOP (SW, PC) VOR-0519	3	22.5
J	WATER TUNNEL No2 (EM, LFN) VOR-0309	2	20
K	ACTIVATOR No1 (SW, PC) VOR-0612	1	N/A
L	DECK DRAIN VOR-1000	2	N/A





Toddler Bay

A friendly area created specifically for the little ones.



Action Bay

A high energy group play area for the more adventurous.



Family Bay

An exhilarating world of fun and exploration.

Welcome all Toddlers! Created specifically for the little ones, the Toddler Bay is a source of fun, fascination and discovery.

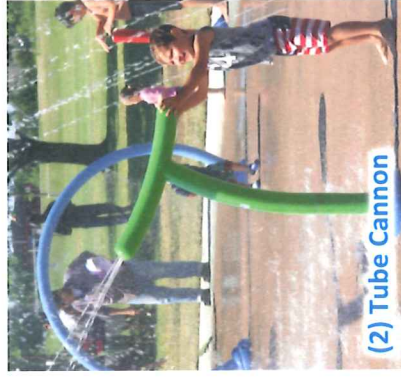
For the more adventurous, venture further and children will uncover an engaging game-oriented play area designed for fun, healthy competition and a serious soaking.

The journey continues in the Family Bay. With refreshing and fun features, this area is appropriate for all age groups.



WALKER PAPER SPLASHPAD

WATER FEATURE PHOTOS AND DESCRIPTIONS



(2) Tube Cannon

The Tube Cannon can rotate to aim the spray higher, lower and in a full circle. Perfect for high energy areas of the Splashpad.



Bloom No1

Play with or dodge the twirling water streams of the interactive Bloom with a rotating Sphere. Water also spirals on its own.



(3) Spray Loop

The Spray Loop provides a thorough multi-directional soaking. Whether kids race through quickly or stand still to enjoy the mist, spray loops are uniquely refreshing.



Super Splash No2

A huge bucket fills to the tipping point and then dumps water onto the rooftop soaking everyone underneath. Kids gather underneath the roof top watching and waiting for the Super Splash to go!



Frog No2

The toddler height Frog has 3 jets with a gentle water effect. Kids love to rotate the frog and spray other little ones in the area.



(9) Jet Stream

A concentrated jet of water sprays up in a sleek Jet Stream, making an impressive show when arranged with other jet streams in a sequence.



Flower

The Flower encourages imaginative and immersive play and creates visual interest as water falls on the petals.



(2) Water Tunnel No2

This water feature promotes teamwork and cause-and-effect learning. The jets erupt higher as kids work together to cover them. Or kids just love to streak under the water tunnel of jets trying not to get wet.



Snail No4

Pressing on the Podsprays™ on the shell will amplify the mouth's water effects. Kids also love the gentle laminar water effect and added play value when rotating this interactive Snail.



Flower No7

This dumping flower provides fun as the translucent bloom fills to the tipping point and then spills.



Activator No1

Kids touch the impact resistant activation cap to launch a variety of spray sequences throughout the Splashpad.

POWER PLAY

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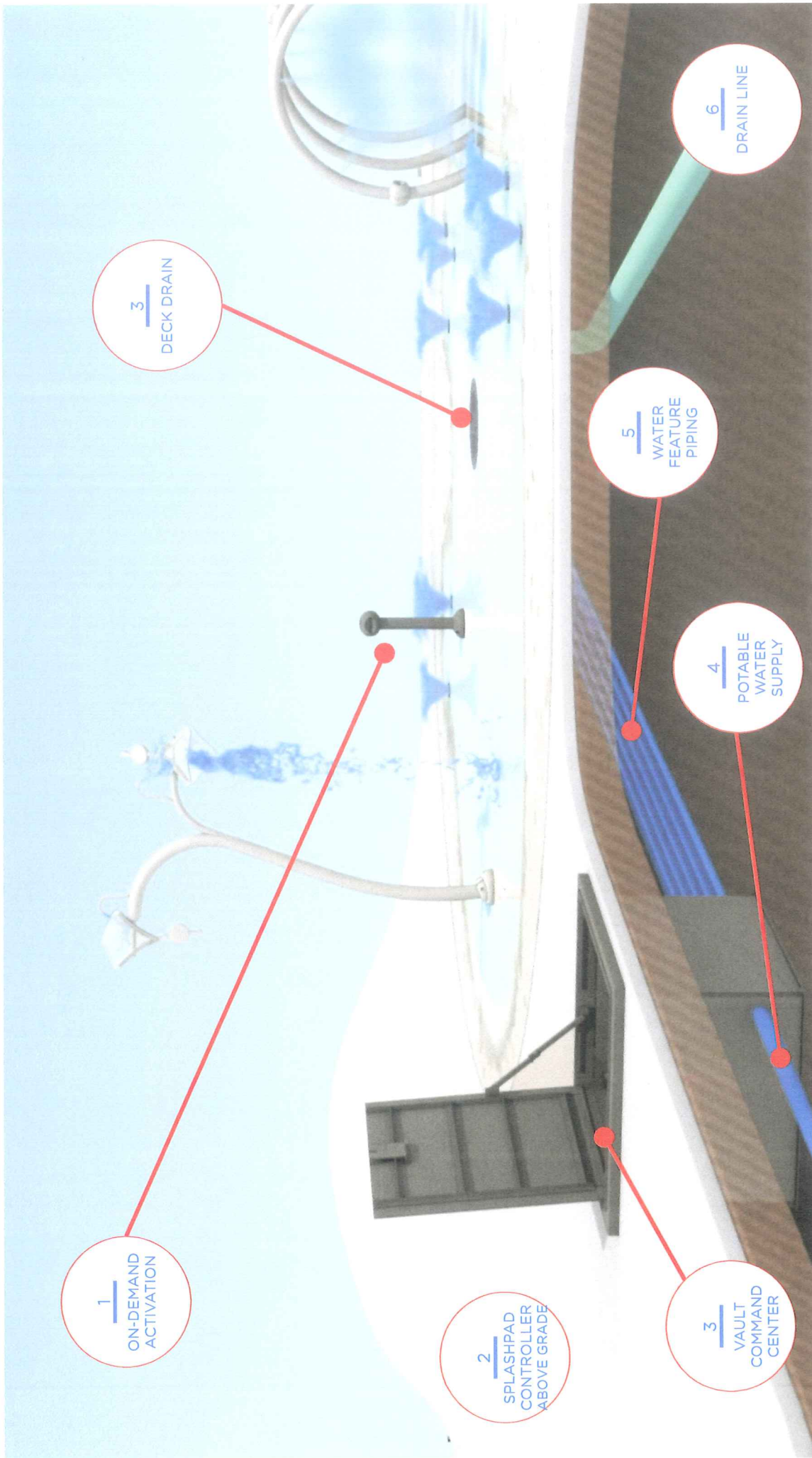
www.power-play.net

VORTEX
Splashpad®

more smiles per drop

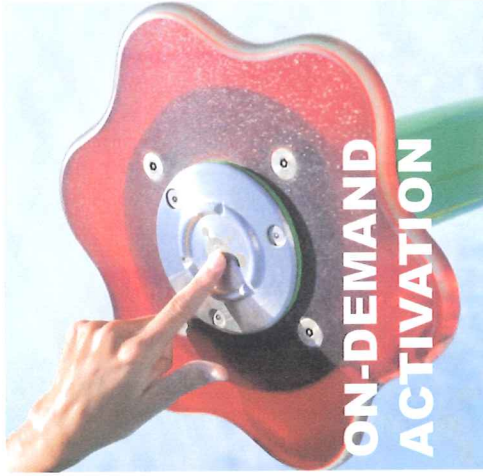


FLOW-THROUGH SPLASHPAD



WATER MANAGEMENT SYSTEM

Vortex water management solutions feature Smartflow™ technology. This technology comprises of control systems that orchestrate water flow to play products based on sequences and timing, high efficiency nozzles that maintain fun while optimizing water usage, and on-demand activators that ensure that water is only flowing when the products are in use. Together these elements combine to provide an efficient, eco-sensitive solution.



- ❖ On demand system minimizes water waste
- ❖ Easy to use
- ❖ Robust construction
- ❖ Easy operation

THE "FUN FACTOR"

Vortex's Splashpad Activator allows users to initiate the play products with a touch of a hand. Sequencing determines the number of events activated at any given time, promoting interactivity, anticipation, surprise, and movement throughout the Splashpad. These elements are key to ensuring the longevity of the Splashpads "Fun Factor". Once the sequence has completed its cycle, the user must reactivate the Splashpad. New spray sequences can be easily reprogrammed onsite to keep your Vortex Splashpad experience unique over time. The activation bollard also aids in controlling water consumption by ensuring water is only flowing when kids are at play during the hours of operation.

SMART-FLOW CONTROLLER

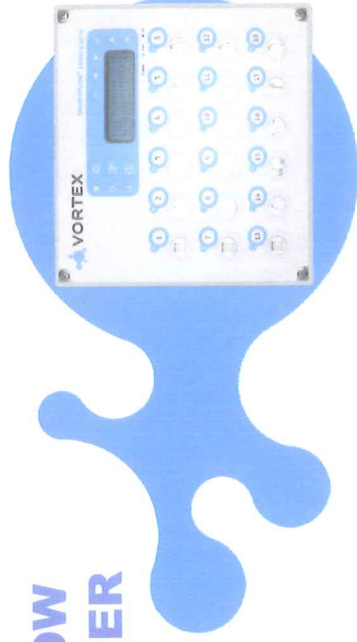
At the heart of the Water Management System is the Splashpad System Controller which provides critical operator interface with the Splashpad.

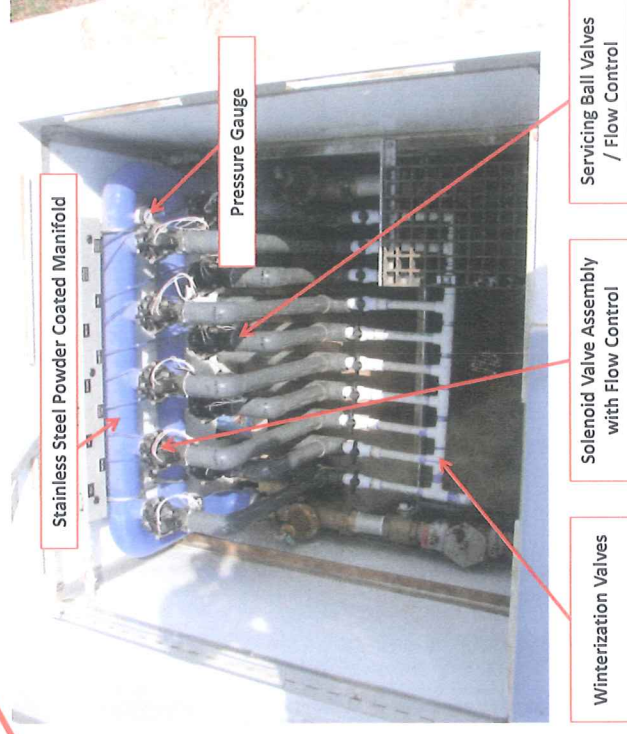
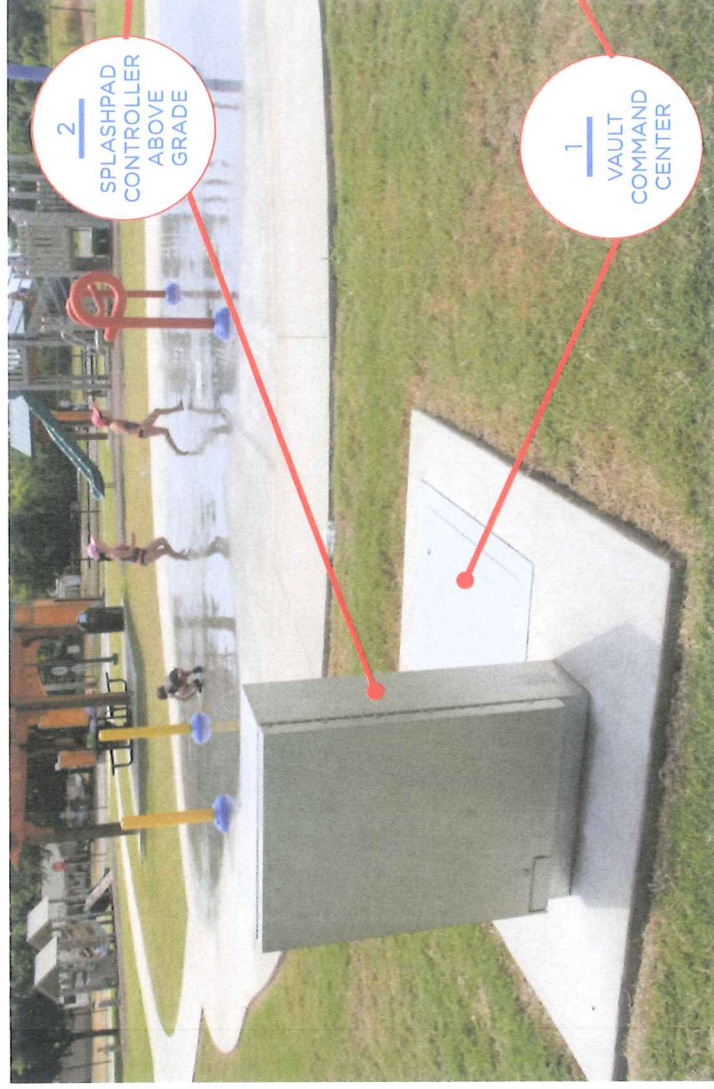
SmartFlow System Controller

Designed for efficient Flow-Through Splashpad water consumption while maximizing Play Value, the SmartFlow™ controller incorporates unique system logic that allows it to generate sequences predefined by the operator or at random. The controller understands the type of Play Product that a sequence is being requested for, and automatically selects optimal durations to maximize Play Value. In addition, predefined sequences can be easy re-programmed on site.

KEY FEATURES:

- ❖ User friendly graphic touch pad interface
- ❖ Unique system logic allows for operator predefined and/or random spray sequences.
- ❖ Easy on-site spray sequence modification.
- ❖ Soft start/stop transitions within spray sequences minimizes water hammering.
- ❖ Over Current/Short Circuit protection device on individual output circuits.
- ❖ Factory installed couplings and quick-disconnect cables.
- ❖ 24 hour/7day user programmable time switch.
- ❖ Water feature specific activation capable.
- ❖ Housed in a corrosion resistant NEMA 4X enclosure.
- ❖ Valves are factory-wired to Controller or junction box if Controller is remotely located.
- ❖ Rain diverter function capability.





The Vortex Vault Command Center is designed to offer a complete self-contained system. This option offers the flexibility of having the controls of your Splashpad conveniently located to accommodate utility connections. It's 3ft depth and integrated drain valves **provide a natural low point for an easy winterizing procedure**. The enclosure is constructed of a reinforced aluminum frame and lockable access hatch suitable for use in public spaces. For equipment servicing, an integrated corrosion resistant step down pedestal/seat is included. The solenoid valves are factory-wired to the controller or junction box when remotely located.

Features:

- ❖ Electrical wiring, conduits, piping, valves & fittings are factory assembled with care & detail by Vortex
- ❖ Stainless steel powder coated water distribution manifold
- ❖ Integrate flow control valves
- ❖ Lockable access hatches
- ❖ Electrical connections are watertight to resist corrosion.
- ❖ Integrated drain valves for an easy winterization procedure
- ❖ Equipped with pedestal seat for safe & easy maintenance



FLOW-THROUGH VAULT COMMAND CENTER

RJR ENTERPRISES

RJR ENTERPRISES, INC

804 N. 42nd Street, Rogers, AR 72756 • phone (479) 621-3939 • fax (479) 439-8692 • ronbrown@nwarjr.com

SPLASHPAD PROJECTS

CITY / OWNER	PROJECT NAME	PROJECT TYPE	DATE COMPLETED
City of Ada	Wintersmith Park	Splashpad	2009
City of Ada	Glenwood Park	Splashpad	2009
City of Alexandria	Cheatham Park	Splashpad	2009
City of Alexandria	City Park	Splashpad	2009
City of Alexandria	Harmon Park	Splashpad	2009
Town of Ames	City Park	Splashpad	2014
City of Ardmore	Central Park	Splashpad	2006
City of Ardmore	Broadlawn Park	Splashpad	2008
City of Ardmore	Whittington Park	Splashpad	2008
City of Bartlesville	Sooner Park	Splashpad	2009
City of Belleville	City Park	Splashpad	2016
City of Benton	Tyndall Park	Splashpad	2013
City of Bixby	Bentley Park	Splashpad	2010
City of Blackwell	Memorial Park	Splashpad	2011
City of Blanchard	Lions Park	Splashpad	2010
City of Broken Arrow	Camino Villa Park	Splashpad	2006
City of Broken Arrow	Jackson Park	Splashpad	2013
Bayou Vista	LA State Parks	Splashpad	2007
City of Camden	City Park	Splashpad	2017
City of Cave City	City Park	Splashpad	2015
City of Carlisle	City Park	Splashpad	2014
City of Catoosa	City Park	Splashpad	2015
City of Chickasha	Shannon Springs Park	Splashpad	2008
City of Chickasha	Washita Valley Park	Splashpad	2008
Chicot State Park	State Parks LA	Splashpad	2012
City of Choctaw	Bouse Park	Splashpad	2008
City of Choctaw	Team Tinker Park	Splashpad	2008
City of Comanche	Kinder Park	Splashpad	2013
City of Duncan	Douglass Park	Splashpad	2014
City of Durant	Keithley Park	Splashpad	2013
Educare of Oklahoma City	Oklahoma City	Splashpad	2009
City of Ellinwood, KS	City Park	Splashpad	2016
City of El Reno	Legion Park	Splashpad	2011
City of Enid	Gore Park	Splashpad	2007
City of Enid	Hoover Park	Splashpad	2010
City of Enid	Champion Park	Splashpad	2012

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Town of Gore	Ray Fine Park	Splashpad	2015
City of Grove	Rotary Park	Splashpad	2009
City of Henderson, TX	City Park	Splashpad	2009
City of Holly Springs	City Park	Splashpad	2013
City of Hominy	City Park	Splashpad	2013
City of Hulbert	City Park	Splashpad	2015
City of Idabel	City Park	Splashpad	2015
City of Lee's Summit	Miller J Fields Park	Splashpad	2015
City of Maize	City Park	Splashpad	2016
City of Mannford	City Park	Splashpad	2014
City of Marlow	Redbud Park	Splashpad	2015
City of Moore	Fairmoore Park	Splashpad	2017
City of Moore	Apple Valley Park	Splashpad	2008
City of Moore	Little River Park	Splashpad	2017
City of Muldrow	City Park	Splashpad	2011
City of Muskogee	Honor Heights Park	Splashpad	2006
City of Muskogee	Rotary Park	Splashpad	2012
City of Muskogee	Beckman Park	Splashpad	2013
City of Norman	Colonial Estates	Splashpad	2009
Oaklawn Improvement District	Idlewild Park	Splashpad	2016
Oklahoma Tourism & Recreation	Lake Wister State Park	Splashpad	2007
City of Osceola	Irma Belcher Park	Splashpad	2015
City of Owasso	Rayola Park	Splashpad	2016
City of Perkins	OK Territorial Plaza Park	Splashpad	2008
City of Perryville	City Park	Splashpad	2016
City of Ponca City	War Memorial Park	Splashpad	2011
City of Ponca City	Veteran's Plaza	Splashpad	2015
City of Pryor	Whitaker Park	Splashpad	2016
St. Bernard State Park	LA State Park	Splashpad	2013
City of Sand Springs	River City Park	Splashpad	2015
City of Sand Springs	Pratt Civitan Park	Splashpad	2015
City of Seminole	Municipal Park	Splashpad	2007
City of Seminole	Municipal Park Phase 2	Splashpad	2013
Shangri-La Resort	Resort Pool	Poolplay / Splashpad	2017
City of Sheridan	City Park	Splashpad	2017
City Springdale, AR	Northwest Park	Splashpad	2016
City of Sulphur	City Park	Splashpad	2014
City of Stigler	Cross Communication Park	Splashpad	2006
City of Stillwater	Boomer Lake	Splashpad	2016
City of Stillwater	Southern Woods Park	Splashpad	2016

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Tonkawa Tribe of Oklahoma	City Park	Splashpad	2016
City of Vinita	South Park	Splashpad	2015
City of Warner	Rogers Park	Splashpad	2015
City of Wewoka	Lane's World	Splashpad	2016
City of Yukon	Sunrise Park	Splashpad	2014
Cunningham Recreation	New Hanover, SC	Splashpad	2016
Cunningham Recreation	Crooked Creek Park	Splashpad	2017
Cunningham Recreation	Ahoskie, SC	Splashpad	2017
Spring Creek HOA, Broken Arrow	Neighborhood Park	Splashpad	2014
Whiteman AFB, MO	Whiteman AFB Splashpad	Splashpad	2014
Wyandotte Nation	City Park	Splashpad	2014



RJR Enterprises

References

Mike Grant, Public Works Director
City of Seminole
(405) 919-3452

Jason McPherson, City Manager
City of Marlow
(580) 658-5401

David Taylor, City Manager
City of Muldrow
(918) 699-3047

Donnie Dunn, Director
City of Watonga Parks & Recreation
(580) 623-0134

Mitch Miles, Park Planner
City of Norman Parks & Recreation
(405) 366-5475

Chris Wittenbach, City Planner
City of Blanchard
(405) 485-9392

John Eckart, Director of Parks & Recreation
City of Little Rock
(501) 371-4770

Jim Scott, Manager of Parks & Recreation
City of Stillwater
(405) 533-8505

Jim Crosby, ASLA
Planning Design Group
(918) 628-1255

Debbie Bottoroff, Assistant City Manager
City of Grove
(918) 786-8798

Mark Wilkerson, Director
City of Muskogee Parks & Recreation
(918) 684-6302

David Robertson, Park Manager
Lake Wister State Park, Wister, OK
(918) 655-7756

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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Ada	Wintersmith Park	Splashpad	2009
City of Ada	Glenwood Park	Splashpad	2009
City of Ada	Wintersmith Park Pool	Poolplay	2016
City of Ada	Glenwood Park Pool	Poolplay	2016
Town of Ames	City Park	Splashpad	2014
City of Antlers	City Park	Splashpad	2017
City of Ardmore	Central Park	Splashpad	2006
City of Ardmore	Broadlawn Park	Splashpad	2008
City of Ardmore	Whittington	Splashpad	2008
City of Bartlesville	Sooner Park	Splashpad	2009
City of Bartlesville	Frontier Pool	Splashpad & Poolplay	2010
City of Belleville	City Park	Splashpad	2016
City of Belleville	City Pool	Poolplay	2016
City of Benton	Tyndall Park	Splashpad	2013
City of Benton	Riverside Park Pool	Poolplay	2016
City of Bixby	Bentley Park	Splashpad	2010
City of Blackwell	Memorial Park	Splashpad	2012
City of Blanchard	Lions Park	Splashpad	2010
City of Broken Arrow	Camino Villa Park	Splashpad	2006
City of Broken Arrow	Jackson Park	Splashpad	2013
City of Burlington	Parmer Park	Splashpad	2012
City of Camden	Carnes Park	Splashpad	2016
City of Carlisle	City Park	Splashpad	2014
City of Catoosa	City Park	Splashpad	2015
City of Cave City	City Park	Splashpad	2015
City of Checotah	City Park	Splashpad	2017
City of Chickasha	Shannon Springs Park	Splashpad	2008
City of Chickasha	Washita Valley Park	Splashpad	2008
City of Choctaw	Bouse Park	Splashpad	2008
City of Choctaw	Team Tinker Park	Splashpad	2008
City of Claremore	Claremore Lake	Splashpad	2016
City of Claremore	Will Rogers Park	Splashpad	2013
City of Clarksville	Clarksville Aquatic Center	Splashpad & Poolplay	2013
City of Coalgate	City Pool Park	Splashpad	2011
City of Collinsville	City Park	Splashpad	2010
City of Colorado Springs	Deerfield Hills	Splashpad	2007
City of Comanche	Kinder Park	Splashpad	2012
City of Council Grove	City Pool	Poolplay	2016
City of Council Grove	City Pool	Poolplay	2013



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Cushing	City Park	Splashpad	2014
City of Cortez	City Park Pool	Splashpad	2011
City of Denver	Barnum Park	Splashpad	2010
City of Denver	Stapleton Recreation Center	Poolplay	2010
City of Dodge City	Long Branch Lagoon Water Park	Poolplay	2016
City of Drumright	Whitlock Park	Splashpad	2017
City of Duncan	Douglass Park	Splashpad	2014
City of Durant	Keithley Park	Splashpad	2012
City of Edmond	Edmond Aquatic Center	Poolplay	2013
City of Edmond	Barnett Park	Splashpad	2014
City of El Reno	Legion Park	Splashpad	2011
City of Ellinwood	City Park	Splashpad	2016
City of Enid	Gore Park	Splashpad	2007
City of Enid	Hoover Park	Splashpad	2010
City of Enid	Champion Park	Splashpad	2012
City of Fairfax	Ben Parker Park	Splashpad	2013
City of Fairview	Fairview Aquatic Center	Poolplay	2009
City of Fort Collins	Spring Canyon Park	Splashpad	2007
City of Fort Collins	Fossil Creek Park	Splashpad	2009
City of Fort Gibson	Fireman's Park	Splashpad	2012
City of Fountain	Aga Park	Splashpad	2009
City of Fruita	Fruita Community Center	Poolplay	2010
Town of Gore	Ray Fine Park	Splashpad	2015
City of Grand Junction	Lincoln Park	Splashpad	2005
City of Greeley	Centennial Park	Splashpad	2006
City of Greeley	Island Grove Park	Splashpad	2006
City of Greeley	Sunrise Park	Splashpad	2006
City of Greeley	Balsam Avenue Pool	Poolplay	2007
City of Grove	Rotary Park	Splashpad	2009
City of Grove	City of Grove Pool	Poolplay	2010
City of Harrah	Heritage Park	Splashpad	2012
City of Heavener	Blues Park	Splashpad	2015
Town of Hennessey	City Park	Splashpad	2015
City of Henryetta	McCutcheon Park	Splashpad	2015
City of Hominy	City Park	Splashpad	2013
Town of Hulbert	City Park	Splashpad	2015
City of Idabel	City Park	Splashpad	2015
City of Lafayette	Old Town Plaza	Splashpad	2009
City of Lawton	Elmer Thomas Park	Splashpad	2017



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Lee's Summit	Miller J Fields	Splashpad	2015
City of Lee's Summit	North Lea McKeighan Park	Splashpad	2017
City of Lenexa	Lenexa Aquatic Center	Splashpad	2016
City of Lindsay	Shady Grove Park	Splashpad	2015
City of Loveland	Hatfield Chilson Rec Center	Poolplay	2010
City of Mangum	Jewett Scott Park	Splashpad	2009
City of Maize	City Park	Splashpad	2016
City of Mannford	City Park	Splashpad	2014
City of Marlow	Redbud Park	Splashpad	2015
City of McKinney	Minshew Park	Splashpad	2007
City of McKinney	Ashwood Park	Splashpad	2008
City of McKinney	Naomi Press Park	Splashpad	2008
City of McKinney	JM Whisenant Park	Splashpad	2009
City of McKinney	Al Ruschhaupt Park	Splashpad	2010
City of McLoud	McLoud Park	Splashpad	2011
City of Meeker	Eastern Rio Blanco Rec Center	Poolplay	2007
City of Mission	Mission Family Aquatic Center	Poolplay	2014
City of Montrose	Montrose Aquatic Center	Splashpad	2006
City of Moore	Apple Valley Park	Splashpad	2008
City of Moore	Parmelee Park	Splashpad	2013
City of Moore	Fairmoore Park	Splashpad	2017
City of Moore	Little River Park	Splashpad	2017
City of Muldrow	City Park	Splashpad	2011
City of Muskogee	Honor Heights Park	Splashpad	2006
City of Muskogee	Robison Park	Splashpad	2010
City of Muskogee	Rotary Park	Splashpad	2012
City of Muskogee	Beckman Park	Splashpad	2013
City of Noble	Dane Park	Splashpad	2007
City of Norman	Andrews Park	Splashpad	2005
City of Norman	Colonial Estates Park	Splashpad	2009
Oaklawn Improvement District	Idlewild Park	Splashpad	2016
City of Oberlin	Oberlin Aquatic Center	Poolplay	2015
City of Oklahoma City	Harvest Hills Park	Splashpad	2008
City of Oklahoma City	North Highland Park	Splashpad	2008
City of Oklahoma City	McCracken Park	Splashpad	2008
City of Oklahoma City	Taylor Park	Splashpad	2008
City of Oklahoma City	Reed Park	Splashpad	2008
City of Oklahoma City	Schilling Park	Splashpad	2009
City of Oklahoma City	Minnis Park	Splashpad	2012



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
Oklahoma Tourism & Recreation	Lake Wister State Park	Splashpad	2007
Oklahoma Tourism & Recreation	Sequoyah State Park	Splashpad	2011
Oklahoma Tourism & Recreation	Red Rock Canyon Park	Splashpad	2013
Oklahoma Tourism & Recreation	Boiling Springs State Park	Splashpad	2014
Oklahoma Tourism & Recreation	Roman Nose State Park	Splashpad	2014
Oklahoma Tourism & Recreation	Tenkiller State Park	Poolplay	2016
Oklahoma Tourism & Recreation	Lake Murray State Park	Splashpad	2017
City of Okmulgee	Noble Park	Splashpad	2007
City of Okmulgee	NE Rotary Park	Splashpad	2009
Town of Oologah	City Park	Splashpad	2016
City of Osceola	Osceola Park	Splashpad	2015
City of Owasso	Rayola Park	Splashpad	2016
City of Ozark	Community Center	Poolplay	2017
City of Perkins	OK Territorial Plaza Park	Splashpad	2008
City of Perryville	City Park	Splashpad	2016
City of Ponca City	Veteran's Plaza	Splashpad	2015
City of Ponca City	War Memorial Park	Splashpad	2011
City of Ponca City	Dan Moran Park	Splashpad	2014
City of Ponca City	Young Park	Splashpad	2017
City of Pryor	Whitaker Park	Splashpad	2015
City of Pueblo	Mitchell Park	Splashpad	2008
City of Purcell	Red Hill Park	Splashpad	2015
City of Rogers	Rogers Aquatic Center	Poolplay	2012
City of Sand Springs	River City Park	Splashpad	2015
City of Sand Springs	Pratt Civitan Park	Splashpad	2015
City of Sapulpa	Liberty Park	Splashpad	2005
City of Sapulpa	Sapulpa Aquatic Center	Poolplay	2010
City of Seminole	Municipal Park	Splashpad	2007
City of Seminole	Municipal Park	Poolplay	2013
City of Sheridan	Recreation Center	Splashpad	2016
City of Skiatook	Central Park	Splashpad	2010
City of Springdale	Southeast Park	Splashpad	2015
City of Stigler	Cross Communication Park	Splashpad	2006
City of Stillwater	Boomer Lake	Splashpad	2016
City of Stillwater	Southern Woods Park	Splashpad	2016
City of Stilwell	Edna M. Carson Park	Splashpad	2015
City of Sulphur	City Park	Splashpad	2014
City of Tahlequah	Tahlequah Aquatic Center	Poolplay	2014
City of Tahlequah	City Park	Splashpad	2014



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
City of Tecumseh	Slick Humphrey Park	Splashpad	2016
City of The Village	Duffner Park	Splashpad	2015
City of Tulsa	Vining Park	Splashpad	2006
City of Tulsa	Maxwell Park	Splashpad	2010
City of Tulsa	Chamberlain Park	Splashpad	2011
City of Tulsa	Owen Park	Splashpad	2011
City of Tulsa	Whiteside Park	Splashpad	2012
City of Tulsa	Manion Park	Splashpad	2013
City of Tulsa	Springdale Park	Splashpad	2015
City of Vinita	South Park	Splashpad	2015
Town of Warner	Rogers Park	Splashpad	2015
City of Watonga	Huff Lorang Park	Splashpad	2006
City of Weatherford	Rader Park	Splashpad	2011
City of Wewoka	Lane's World	Splashpad	2016
City of White Hall	White Hall Aquatic Park	Poolplay	2014
City of Woodward	Crystal Beach Aquatic Park	Poolplay	2009
City of Yukon	Sunrise Park	Splashpad	2013
Autumn Ridge Apartments, Tulsa, OK	Apartment Park	Splashpad	2015
Educare of Oklahoma City	School Park	Splashpad	2009
Excelsior Springs Country Club	Country Club	Poolplay	2015
Greenleaf Trails Splashpad	Neighborhood Park	Splashpad	2017
Iron Horse Pool	Neighborhood Pool	Poolplay	2015
Kendall Whittier Park, George Kaiser Found.	Neighborhood Park	Splashpad	2013
Little Rock Athletic Club	LRAC Pool	Poolplay	2011
Melvin Ford Aquatic Center, Bentonville, AR	Melvin Ford Aquatic Center	Poolplay	2015
Providence Hills III	Neighborhood Park	Splashpad	2016
Shangri-La Resort	Hotel Resort	Poolplay	2017
South Suburban Park & Rec	Franklin Pool	Splashpad	2009
Spring Creek HOA, Broken Arrow, OK	Neighborhood Park	Splashpad	2014
Stonegate HOA, Parker, CO	Stonegate Pool	Poolplay	2010
St. Luke's Church	Children's Center Park	Splashpad	2015
Tandy Family YMCA	YMCA Splashpad & Pool	Splashpad & Poolplay	2016
The Brook Splashpad	Neighborhood Park	Splashpad	2017
The Pinnacle at Brookstone	Neighborhood Park	Splashpad	2017
Tonkawa Tribe of Oklahoma	Tribal Community Park	Splashpad	2016
Trail Woods Neighborhood, Norman, OK	Neighborhood Park	Splashpad	2015
Twin Hills Golf & Country Club, OKC, OK	Country Club	Splashpad	2013
Valencia Neighborhood, Edmond, OK	Neighborhood Park	Splashpad	2016
West Park Apartments	Apartment Park	Splashpad	2013



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CITY / OWNER	PROJECT NAME	PROJECT TYPE	COMPLETED
Whiteman Air Force Base, MO	Whiteman AFB Splashpad	Splashpad	2014
Wildgrass Community	Wildgrass Recreation Center	Splashpad	2006
Wolf Ranch, Colorado Springs, CO	Wolf Ranch Recreation Center	Splashpad	2007
Wyandotte Nation	City Park	Splashpad	2014



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REFERENCES

City of Sand Springs – 2 Splashpads

Grant Gerondale, Community Development Director, (918) 246-2562

City of Benton – 1 Splashpad

John Eckart, Director of Parks & Recreation (now at Little Rock), (501) 371-4770

Town of Hennessey – 1 Splashpad

Curtis Turner, Parks Department, (405) 853-1172

Tiffany Tillman, City Manager, (405) 990-9820

City of Tecumseh – 1 Splashpad

Jimmy Stokes or Cathy Condit, Parks / City Clerk, (405) 598-2188

City of Bixby – 1 Splashpad

Don Cash, Parks & Recreation Director, (918) 344-9081

City of Edmond – 1 Splashpad

Craig Dishman, Director of Parks and Recreation, (405) 216-7639

City of Moore Parks & Recreation – 1 Splashpad

Chris Villani, Assistant Director (Splashpad Operator / Maintenance), (405) 793-5090

City of Norman – 2 Splashpads

Mitch Miles, Parks Planner (Splashpad Operator / Maintenance), (405) 412-9132

City of The Village – 1 Splashpad

Bruce Stone or Beverly Whitener, City Manager / Treasurer, (405) 751-8661

City of Lee's Summit – 2 Splashpads

Steve Casey, Superintendent of Park Planning & Construction, (816) 969-1507

City of Marlow – 1 Splashpad

Jason McPherson, City Manager, (580) 658-5401

City of Muskogee Parks & Recreation – 5 Splashpads

Mark Wilkerson, Director, (918) 684-6302

City of Tulsa Parks – 10 Splashpads

Mike Battenfield, Tulsa Parks (Splashpad Operator / Maintenance), (918) 596-2486

City of Oklahoma City Parks & Recreation – 12 Splashpads

Steve Edwards – Parks Maintenance (Splashpad Maintenance) (405) 409-6879

Larry Kelley – Aquatics Manager (Splashpad Operator) (405) 620-7076

Town of Ames – 1 Splashpad

Gene Turner, (580) 554-7055

City of Watonga Parks & Recreation – 1 Splashpad

Donnie Dunn, Director (Splashpad Operator / Maintenance), (580) 623-0134



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City of Bartlesville – 2 Splashpads, 1 Pool Play

Bobby Robinson – Parks Superintendent (Splashpad Operator / Maintenance), (918) 338-4132

City of Grove – 1 Splashpad, 1 Pool Play

Debbie Bottoroff, Assistant City Manager, (918) 786-8798

City of Okmulgee – 2 Splashpads

Ricky Pearson, Property Maintenance Supervisor (Splashpad Operator), (918) 756-4159

City of Ardmore Parks & Recreation – 3 Splashpads

Kevin Boatright, Director, (580) 223-4844

City of Seminole – 1 Splashpad

Mike Grant, Public Works Director, (405) 382-4330

City of Blanchard – 1 Splashpad

Chris Wittenbach, City Planner (Splashpad Operator), (405) 485-9392

City of Weatherford – 1 Splashpad

Chuck Dougherty, Director of Economic Development, (580) 774-4505

Mike Brown – Mayor, (580) 774-4505

Trent Perkins, Parks and Recreation Director, (580) 774-2450

City of Ponca City – 3 Splashpads

Jim Sindelar, Director of Parks & Recreation, (580) 767-0430

City of Stillwater – 2 Splashpads

Jim Scott, Operations Manager, (405) 747-8070

City of Woodward – 1 Pool Play Elevation Structure

Brian White, Facilities Operator / Aquatic Center Manager, (580) 216-3561

City of Stilwell – 1 Splashpad

Sheldon Miggetto, City Clerk / Treasurer, (918) 797-0388

LandPlan Consultants, Inc. (Landscape Architect)

Mike Harmon, Landscape Architect, (918) 584-6464

Planning Design Group (PDG) (Landscape Architect)

Geoff Evans, Landscape Architect, (918) 628-1255

Your project is a long-term investment and you should expect a lasting commitment from your chosen partners. When you buy a Vortex Splashpad, we enter into a long-term partnership that provides you with continuing customer support, training for existing and new staff, certification programs, upgrades, on-site support and ultimately the laughter of happy kids at play. Our commitment to long-term customer care and our industry-leading warranties will ensure that we will meet your needs long into the future.

Please note that it's our customer service policy to:

- ❖ Offer onsite service and support if required
- ❖ Ship standard stock replacement parts within 24-48 hours
- ❖ Ship custom, painted, machined, and other non stock parts within 3-4 weeks
- ❖ Maintain availability of standard or equivalents parts to match the warranty time period of the product.



CERTIFIED START-UP & TRAINING PROGRAM

WE'RE WITH YOU EVERY STEP OF THE WAY



The path from concept to the successful operation of a Splashpad is one Vortex has traveled thousands of times. We make the success of your project our mission and remain your committed partner long into the future. Selecting organizations that stand behind their products is key in ensuring a Splashpad that exceeds expectations. By choosing Vortex and our partners, you will benefit from a lasting relationship offering local and factory support. Our industry leading warranties and service policies will provide you peace of mind, and ensure that the children have access to a fun and safe play environment.

VORTEX'S CERTIFIED START-UP AND TRAINING PROGRAM



Proper installation is critical to ensuring a quality Splashpad. Our certified technicians are available for on-site installation verification and initial Splashpad start-up. This will ensure that the Splashpad performs to its specifications. Making sure that your staff is adequately trained to deal with periodic operation and maintenance requirements is also key in ensuring a quality Splashpad. In conjunction with our on-site installation verification and start-up service, we can offer your staff certified training to prepare them for smooth Splashpad operation, year after year. In addition to the Certified Vortex training, your staff will receive straightforward and user-friendly Operational and Maintenance manuals for their reference.



OUR SERVICES INCLUDE:

- ❖ Recirculating Splashpad – 2 day Operator/Maintenance training with on-site installation verification and initial start up.
- ❖ Flow-Through Splashpad –1 day Operator/Maintenance training with on-site installation verification and initial start up.
- ❖ On-site support and customer service.
- ❖ Factory and local phone support.
- ❖ Certified training for new staff.
- ❖ Equipment upgrades.



LIMITED WARRANTY FOR PRODUCTS

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

25 YEARS	10 YEARS	5 YEARS	2 YEARS	2 YEARS
Structural stainless steel on features	Concrete: - Glass fibre reinforced concrete Spray nozzles: - brass spray caps - stainless steel nozzles Weld Workmanship	Other Material: - Aluminium Enclosure: - NEMA (National Electrical Manufacturers Association) enclosure - Aluminium vault	Polymer: - Seeflow™ - Polycarbonate Panel - EPDM Rubber - HDPE (high-density polyethylene) - UHMW (ultra-high molecular weight polyethylene) - Polyurethane - Aliphatic Polyurethane - Safety surfacing - PVC(polyvinyl chloride) Electronic components: - Electrical relays - Terminal block - Time switches - Manual switches - Transformer/power supply - Breaker - Electrical wiring and connection - Programmable computer, router, 3G cellular router, DMX Controller, - Touch screen - PCB (Printed Circuit Board) - Activators - LED lights	Hydraulic components: - Fast-acting valves - Pressure gauge - Solenoids/ solenoid valves - Ball valve - Backflow preventer - Pressure regulator - Strainer Stainless steel hardware Bearings and rotational joints Paint adhesion
				1 YEAR Fiberglass & fiberglass themed structures EVA close cell foam

Seeflow™ is a trademark of Vortex Aquatic Structures International

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

Vortex Aquatic Structures International warrants its products as long as the environment meets or exceeds ANSI / ASHRAE 62.1:2013 or equivalent ventilation for acceptable indoor air quality as well as industry best practices.



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1.877.586.7839 (free USA/CANADA) • +1.514.694.3868 (INTERNATIONAL)

WATER QUALITY (WATER RECIRCULATION / FRESH WATER)

Vortex Aquatic Structures International warrants its products as long as the water quality meets the below chemistry profile and industry best practices.

pH: 7.4-7.6	Free chlorine: 1-5 PPM	Alkalinity: 80-100 PPM
Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

OUTDOOR ENVIRONMENTAL CONDITIONS

Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light	Salt exposure	Temperature	Humidity
Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Plastic: ASTM D648 &/or ISO 75-2/Be	Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%

EXCLUSIONS

Any of the below conditions will render this warranty invalid.

1. Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts).
2. Exceeding product and system design capacities.
3. Misapplication, abuse, misuse, and/or operation of the equipment outside the parameters described in the user manual and/or design layouts provided by Vortex.
4. Failure to ensure that the structures and/or equipment are only subjected to normal use for the purpose for which the products were designed.
5. Failure to erect and/or install products according to the installation and assembly instructions provided by Vortex.
6. Addition or substitution of parts or modification of any type to Vortex equipment or components unless approved by Vortex in writing.
7. Use of non-original manufacturer replacement parts.
8. Subjecting the structures and/or equipment to modification, alteration, or repair by persons other than the Seller or Seller's designees in any respect which, in the judgment of the Seller, affects the condition or operation of the structures and or components.
9. Negligence and/or failure to perform regular maintenance on products, equipment and parts according to best practices and the procedures and documentation provided by Vortex.
10. Products, equipment and parts that are exposed to water chemistry profiles outside the listed water quality environmental parameters and swimming pool industry standards.
11. Failure to properly winterize equipment according to best practices and the procedures and documentation provided by Vortex, including but not limited to improper drainage in freezing conditions.
12. Accidental damage, fire, acts of God or other circumstances outside the control of Vortex.
13. Personal injury due to improper use of Vortex equipment.
14. Vandalism.



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LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

To contact Vortex with any questions or comments with regards to this warranty, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to support@vortex-intl.com.

To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

Vortex Aquatic Structures International is not liable for any incidental expenses, inconvenience or loss due to warranty claims.

SHIPPING

For approved warranty replacements at the discretion of Vortex, economical ground shipping will be free of charge for one year from the date of the seller's invoice. After that period, shipping charges will be incurred by the client.



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LIMITED WARRANTY FOR WATER MANAGEMENT SYSTEMS (WMS)

All Vortex aquatic play equipment is designed and manufactured to the highest standards of quality and workmanship. Vortex Aquatic Structures International warrants that all its products will be free of defects in manufacturing, workmanship and material for the coverage periods listed below only if the specified environmental parameters are met and none of the exclusions apply.

REGISTRATION

All warranties start on the date of the seller's invoice.

COVERAGE PERIODS

10 YEARS	2 YEARS	2 YEARS	2 YEARS
WMS components: - Fiberglass sand/cartridge filter - Skid Weld Workmanship	Electronic components: - Chemical controller - Electrical relays - Terminal block - Time switches - Manual switches - Transformer/power supply - Breaker - Electrical wiring and connection - Programmable computer - Touch screen - Pcb (printed circuit board) - Chemical sensing probe - Chlorinator - Flow switches - Motor starter	Hydraulic components: - Circulation pump - Fast-acting valves - Pressure gauge - Solenoids - Ball valve - Backflow preventer - Pressure regulator - Chemical injection pump - Acid feed system - Strainer - Pressure sensors - Variable Frequency Drive - Ultra-Violette system Polymer: - PVC (polyvinyl chloride) piping and fittings - HDPE (high-density polyethylene) - UHMW (ultra-high molecular weight polyethylene) - Water containment system - Polyurethane - Chemical containment system - Debris trap enclosure	Above ground enclosure: - Dome - Carbon steel cabinet
5 YEARS			1 YEAR
WMS components: - Manifold - Playsafe™ & deck drain box - Support frame Enclosure: - NEMA (National Electrical Manufacturers Association) enclosure - Aluminium vault Capture and repurposing: - Storage blocks - Access hatches			Capture and repurposing: - Geotextile - Geogrid - Filtration and disinfection system - Ultrasonic level transmitter - Sump pump - PVC (polyvinyl chloride) liner - Polyethylene tube

ENVIRONMENTAL PARAMETERS

INDOOR POOL AIR QUALITY

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Calcium hardness: 250-350 PPM	Total hardness: 225-250 PPM	Copper/Iron/Manganese: Not present
Stabilizer: 40-60 PPM	Saturation index: -0.3 to +0.3	Salt concentration/salinity: 2500-4500 PPM

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Vortex Aquatic Structures International warrants the performance of the materials used in its products under the following environmental conditions:

Ultraviolet light Powder-coat paint: ASTM D523: 80-95+- ASTM D523: 55-65 &/or DIN 67530 EN ISO 2813 Plastic: 6,000 kJ or 12,000 kJ of exposure	Salt exposure Paint: ASTM B117 &/or DIN EN ISO 9227 Salt spray resistance: 1000 hrs	Temperature Plastic: ASTM D648 &/or ISO 75-2/Be	Humidity Paint: ASTM D2247 &/or ISO 6270-1 Humidity resistance: 1000 hrs Plastic: ASTM D 570 & ISO 62 Water absorption: 0.15- 0.2%
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EXCLUSIONS

Any of the below conditions will render this warranty invalid.

1. Careless manipulation (including but not limited to mishandling, repackaging and transport) of Vortex equipment (products, systems, subassemblies and parts).
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13. Personal injury due to improper use of Vortex equipment.
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LIMITATIONS ON LIABILITY

Except as otherwise set forth herein Vortex makes no representation or warranty of any kind, express or implied, with respect to the products or their functionality, performance or results of use thereof. No implied warranty is given in respect of satisfactory quality or of fitness for any particular purpose or implied warranty arising by usage of trade, course of dealing or course of performance. In no event shall Vortex have any liability or responsibility for any special, indirect, incidental, consequential or exemplary damages or for lost profits arising out of this warranty or any other agreement, the transactions contemplated hereby, the products or the use of the products.

CLAIMS

To make a claim, please contact your local representative or send your written statement of claim, along with the original project number and/or project name to Vortex by

email: support@vortex-intl.com

mail: Vortex Aquatic Structures International, 328 Avro Street, Pointe-Claire, QC, H9R 5W5, Canada

fax: +1.514.989.0413

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To contact Vortex with general questions or comments, call 1.877.586.7839 (free USA/CANADA) or +1.514.694.3868 (INTERNATIONAL) or send email to info@vortex-intl.com.

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SHIPPING

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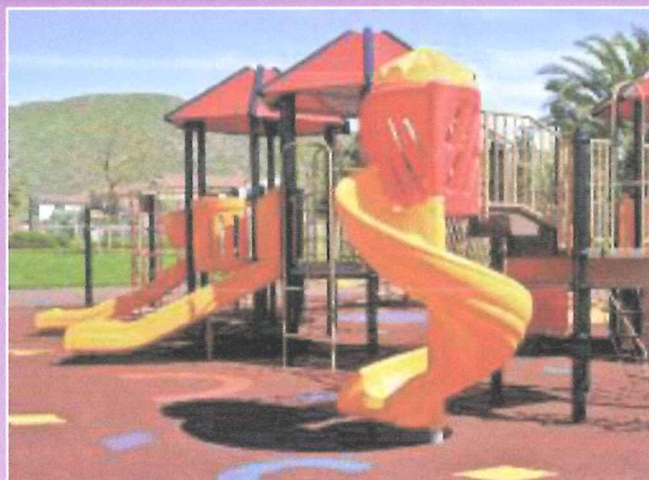
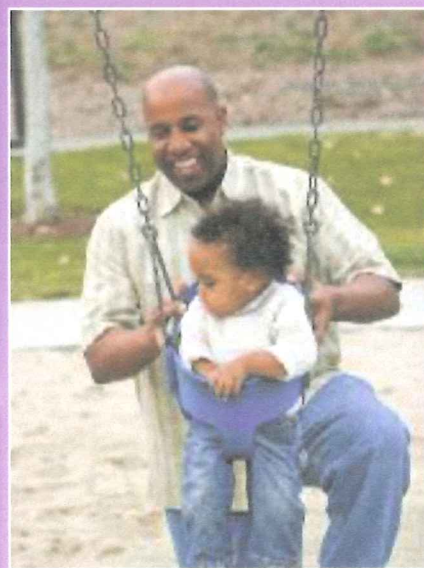


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ADDITIONAL PROPOSAL REQUIREMENTS

- a. The Splashpad equipment proposed in this Proposal for Walker Park Splashpad is appropriate for ages 2-12 as well as all users. The product cut sheets in the Addendum Section specify the appropriate age group for each feature.
- b. Splashpads and / or equipment found in water play facilities are not “public” playgrounds according to page 1 of the U.S. Consumer Product Safety Commission Handbook for Public Playground Safety. We have included this documentation following this page.
- c. CPSIA Certificates are not applicable for Splashpad / water play equipment based on Item b above.
- d. Vortex Splashpad equipment is manufactured in compliance with ASTM F2461-09: The American standard for Manufacture, Construction, and Operation and Maintenance of aquatic play equipment. A cut sheet called Safety Standards is included in the Addendum Section under Why Vortex and includes all of the safety standards and codes Vortex is in compliance with.
- e. According to the Center for Universal Design at North Carolina State University, Universal Design is a way to create products and environments that are more usable by everyone to the greatest extent possible, regardless of age or ability. A cut sheet called Universal Design is included in the Addendum Section under Why Vortex and addresses how Vortex addresses Universal Design and ADA guidelines. During construction, all concrete will be poured in compliance with ADA.
- f. An insurance certificate will be provided upon award of this project.
- g. Cut sheets for all Vortex products are provided in the Addendum Section under Cut Sheets. Each cut sheet contains the Product Name, Item Number, Gallons per Minute, Flow, Spray Zone, Product Highlights, Exclusive Vortex Technologies associated with the feature and an Image of the water feature. Vortex warranty information is provided in Section 6, Customer Care Program.
- h. A Vortex color options chart is provided in the Addendum Section under Why Vortex.

Public Playground Safety Handbook



U.S. Consumer Product Safety Commission
Saving Lives and Keeping Families Safe



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1. INTRODUCTION

In recent years, it is estimated that there were more than 200,000 injuries annually on public playgrounds across the country that required emergency room treatment. By following the recommended guidelines in this handbook, you and your community can create a safer playground environment for all children and contribute to the reduction of playground-related deaths and injuries.

1.1 Scope

This handbook presents safety information for public playground equipment in the form of guidelines. Publication of this handbook is expected to promote greater safety awareness among those who purchase, install, and maintain public playground equipment. Because many factors may affect playground safety, the U.S. Consumer Product Safety Commission (CPSC) staff believes that guidelines, rather than a mandatory rule, are appropriate. These guidelines are not being issued as the sole method to minimize injuries associated with playground equipment. However, the Commission believes that the recommendations in this handbook along with the technical information in the ASTM standards for public playgrounds will contribute to greater playground safety.

Some states and local jurisdictions may require compliance with this handbook and/or ASTM voluntary standards. Additionally, risk managers, insurance companies, or others may require compliance at a particular site; check with state/local jurisdictions and insurance companies for specific requirements.

1.2 Intended Audience

This handbook is intended for use by childcare personnel, school officials, parks and recreation personnel, equipment purchasers and installers, playground designers, and any other members of the general public (e.g., parents and school groups) concerned with public playground safety and interested in evaluating their respective playgrounds. Due to the wide range of possible users, some information provided may be more appropriate for certain users than others. The voluntary standards listed in 1.4.1 contain more technical requirements than this handbook and are primarily intended for use by equipment manufacturers, architects, designers, and any others requiring more technical information.

1.3 What is a Public Playground?

“Public” playground equipment refers to equipment for use by children ages 6 months through 12 years in the playground areas of:

- Commercial (non-residential) child care facilities
- Institutions
- Multiple family dwellings, such as apartment and condominium buildings
- Parks, such as city, state, and community maintained parks
- Restaurants
- Resorts and recreational developments
- Schools
- Other areas of public use

These guidelines are not intended for amusement park equipment, sports or fitness equipment normally intended for users over the age of 12 years, soft contained play equipment, constant air inflatable play devices for home use, art and museum sculptures (not otherwise designed, intended and installed as playground equipment), equipment found in water play facilities, or home playground equipment. Equipment components intended solely for children with disabilities and modified to accommodate such users also are not covered by these guidelines. Child care facilities, especially indoor, should refer to ASTM F2373 — *Standard Consumer Safety Performance Specification for Public Use Play Equipment for Children 6 Months Through 23 Months*, for more guidance on areas unique to their facilities.

1.4 Public Playground Safety Voluntary Standards and CPSC Handbook History

- 1981 – First CPSC *Handbook for Public Playground Safety* was published, a two-volume set.
- 1991 – *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment*, ASTM F1292, was first published.
- 1991 – Two-volume set was replaced by a single-volume handbook, which contained recommendations based on a COMSIS Corporation report to the CPSC (*Development of Human Factors Criteria for Playground Equipment Safety*).

Budget Year	Division	Adjustment Number
2017	PARKS & RECREATION (520)	
	/Org2	
	Requestor: Alan Bearden	

Request to recognize Park Land Dedication (SE Quadrant) revenues received of \$82,900 into the Walker Park Splash Pad sub-project.

	COUNCIL DATE:	1/16/2018
	LEGISTAR FILE ID#:	2017-0773
	<i>Liz Hutchens</i> 12/22/2017 9:30 AM	
	Budget Director	Date
	TYPE:	
DESCRIPTION:		
GLDATE:		
POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0003

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 2

ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION OF THE MCFARLAND FAMILY TRUST AND ANNEX 68.65 ACRES ADJOINING AND WEST OF THE PROPOSED NORTHERN EXPANSION OF RUPPLE ROAD

WHEREAS, the McFarland Family Trust has properly secured the Washington County Judge's authorization to annex their 68.65 acres west of and along the planned Ruppel Road expansion north toward Howard Nickell Road; and

WHEREAS, the McFarland Family Trust through Swope Engineering has offered to donate and dedicate sufficient right of way along their frontage with the Ruppel Road expansion to enable its construction; and

WHEREAS, the McFarland Family Trust has further offered to designate a conservation area preservation of natural habitat along the creek and the construction or extension of city trails within its property;

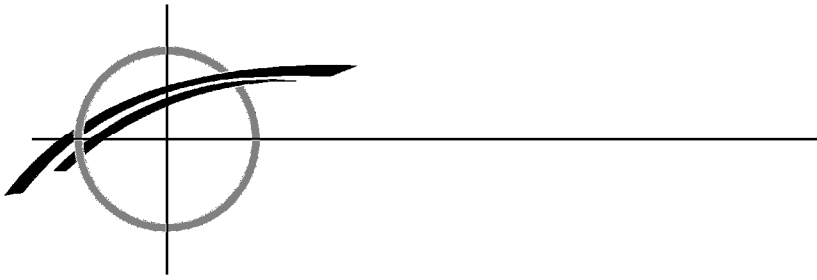
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts the offer of the McFarland Family Trust for its donation and dedication of Ruppel Road right of way, conservation easements and trail right of way and construction and confirms the annexation to the City of Fayetteville, Arkansas of about 68.65 acres as described in Exhibit B and the map shown on Exhibit A both attached to the Planning Department's agenda memo.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby zones the newly annexed property R-A, Residential Agricultural.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends the official map and zoning map of the City of Fayetteville to recognize this annexation and zoning.

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby assigns this 68.65 acres to Ward Four of the City of Fayetteville



SWOPE ENGINEERING

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

December 11, 2017

Sondra Smith, City Clerk
City of Fayetteville

113 W Mountain Street #302
Fayetteville, AR 72701
479.575.8323

Re: Annexation/Rezone Appeal Request
North Weir Road

Dear Ms. Smith,

Please accept this letter for the referenced appeal. The requested annexation/rezone of the Weir Road property is a follow-up to the denial recommendation from Planning Commission on November 27, 2017. We present the following items in support of the appeal.

1. Financial Benefit to City- The city will financially benefit from the annexation and rezone, due to its ultimate development, in the following ways.
 - a) Property Tax Revenue- This increased property values, once within the city limits, will improve collection of property taxes that flow into the city.
 - b) Donation of Right-of-Way- At Final Plat, the city will take possession of lands needed for extension of Ruppel Road.
2. Additional Benefits- The city will realize the following additional benefits once this property is annexed, rezoned and developed.
 - a) Completion of the Mayor's Box- This annexation furthers the growth plan, supported by the mayor, that promotes "squaring" of the city's boundaries to reduce islands and peninsulas. This helps to make all portions of the city contiguous.
 - b) Better Emergency Response Times- Due to additional streets that will/must be built with this development (east-west collector to Ruppel Road), the response time will be greatly reduced for this area of town.
 - c) Conservation Area Preservation- The development will require areas that preserve the natural habitat that currently exists.
 - d) Construction of Trails- The development will construct/extend trails to expand the city's network to this part of town.

Please accept this request to appeal, so that we may present our case to the City Council.

Thank you for your consideration on this appeal request. If you have any questions, or concerns, please let me know.

Regards,

A handwritten signature in black ink, reading "Phil Swope". The signature is written in a cursive, flowing style with a large initial "P" and a long, sweeping underline.

Phil R Swope, PE
President



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 16, 2018

TO: Mayor, Fayetteville City Council

THRU: Garner Stoll, Development Services Director

FROM: Jonathan Curth, Senior Planner
Andrew Garner, City Planning Director

DATE: December 29, 2017

SUBJECT: **ANX 17-5990: Annexation (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244):** Submitted by SWOPE ENGINEERING, INC. for properties located NORTH OF N. RUPPLE RD. The properties are in the FAYETTEVILLE PLANNING AREA and contain approximately 68.65 acres. The request is to be annexed into the City Limits of Fayetteville.

RECOMMENDATION:

The City Planning staff recommend denial of a request to annex the subject property described and shown in the attached Exhibits 'A' and 'B'. The Planning Commission has denied the proposal and the applicant has appealed the decision to City Council.

BACKGROUND:

The subject property constitutes approximately 69 acres bordered on the north and west by unincorporated Washington County land and Fayetteville corporate city limits on the east and south. The property is developed with two single-family homes, one of which was built in 1916 and the other in 1985. The property has access to both City water and sanitary sewer. Currently, the zoning designation on the property is Ag/SF Res 1 unit/ac, which allows for agricultural and single-family uses on lots of no less than one acre.

Request: The request is to annex the subject property into the City of Fayetteville. The applicant has stated that the annexation is needed so that the property can be developed. An order of annexation was signed by the Washington County Judge on October 13th, 2017.

Land Use Plan Analysis: The City Plan 2030 Future Land Use Plan designates this property as Rural Residential Area. These areas are primarily large lot residential and agricultural in nature. If developed, land use should follow a conservation or cluster pattern to preserve surrounding rural areas.

In addition to the Future Land Use Plan, City Plan 2030 sets forth several guiding policies to consider an annexation proposal. These include the potential impacts on Fayetteville's boundaries, services, infrastructure, intergovernmental relations, property administration, and existing environmentally sensitive areas. Staff finds that while some of these policies are adhered

to, including that the proposed annexation will generally reduce an existing 'peninsula' of land that is adjacent to incorporated Fayetteville on two sides, and that water, sewer, and street stub-outs are in-place at multiple points on its boundary, the proposal is generally not meeting other City goals and policies. This is based principally on the Fayetteville Fire Department's comment that serving this property will exceed the six-minute acceptable response time and a concurrent request to rezone the property to RSF-4, Residential Single-family, 4 Units per Acre. If annexed and rezoned to RSF-4, the property will likely be developed in a low-density, suburban, residential manner that can pose financial challenges for the City to maintain public infrastructure in a fiscally sustainable manner.

DISCUSSION:

On November 27, 2017, the Planning Commission denied the applicant's request to annex the property in to the City of Fayetteville by a vote of 8-1-0. Commissioner Noble voted 'no'. The applicant has appealed the Planning Commission's decision to the City Council along with a request to rezone the same property, which was also denied by the Planning Commission.

BUDGET/STAFF IMPACT:

N/A

Attachments:

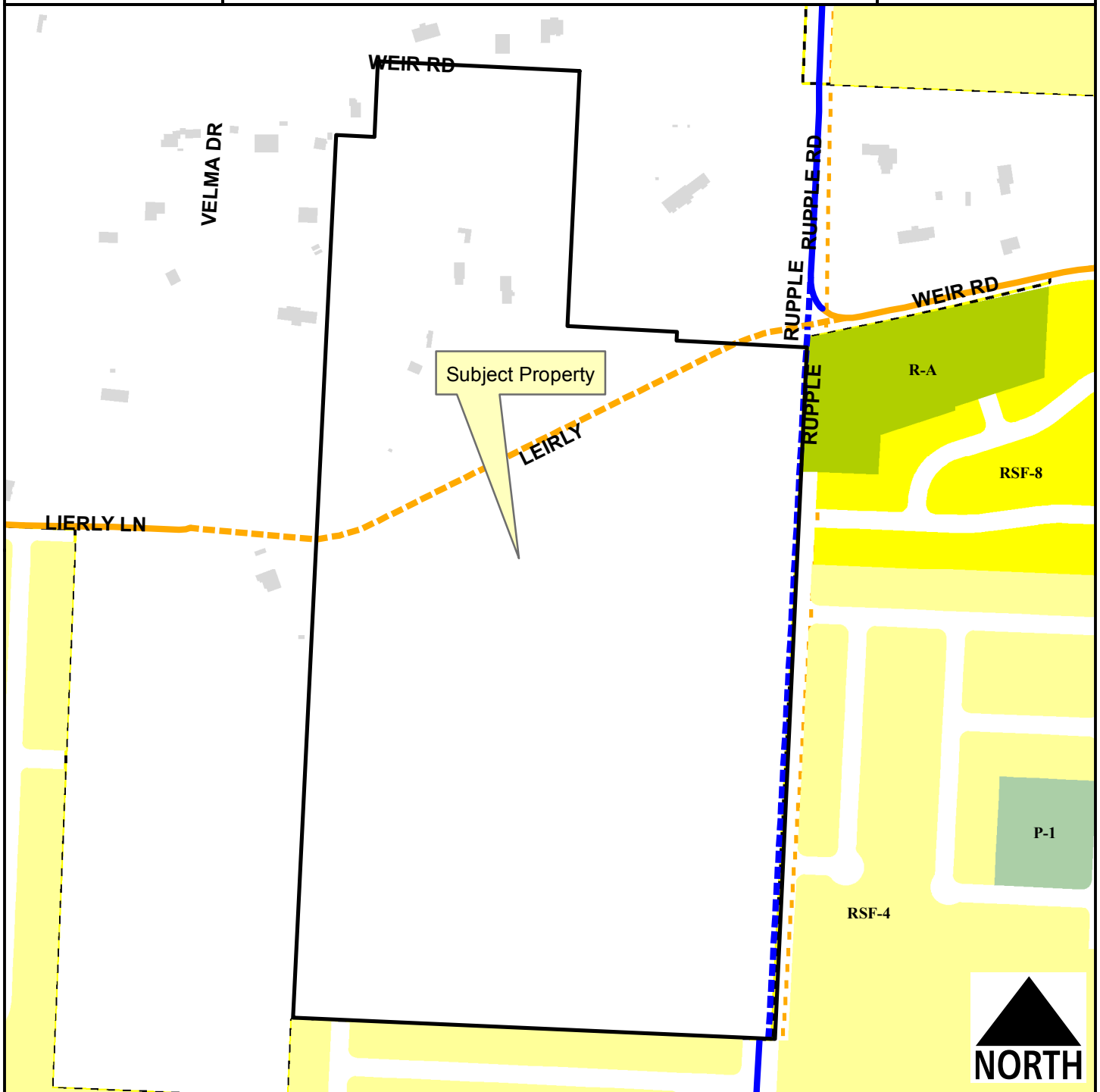
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

ANX17-5990

McFARLAND FAMILY TRUST

17-5990
EXHIBIT 'A'

Close Up View



Legend

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

Feet
0 145 290 580 870 1,160
1 inch = 400 feet

- Residential-Agricultural
- RSF-4
- RSF-8
- P-1

17-5990
EXHIBIT 'B'

SURVEY DESCRIPTION FOR ANNEXATION: A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND IRON PIN, LOCATED AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND THENCE N87°08'20"W 660.17 FEET TO A SET P/K NAIL, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S02°43'44"W 702.02 FEET TO A SET IRON PIN, THENCE S87°08'20"E 301.90 FEET TO A SET IRON PIN, THENCE S02°39'43"W 25.00 FEET TO A SET IRON PIN, THENCE S87°08'20"E 359.09 FEET TO A SET IRON PIN, THENCE S02°39'43"W 1904.10 FEET TO A SET IRON PIN, THENCE N87°25'05"W 1326.48 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE N02°48'50"E 2428.66 FEET TO A FOUND IRON PIN, THENCE S87°05'15"E 104.59 FEET TO A FOUND IRON PIN, THENCE N02°47'54"E 208.99 FEET TO A FOUND COTTON SPINDLE, THENCE S87°08'20"E 554.78 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 68.65 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE, ARKANSAS

ANNEXATION

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Project Number:

Public Hearing Date:

5990

FEE: \$325.00

SIGN FEE \$5.00

S-T-R:

PP#:

Zone:

24A

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: McFARLAND FAMILY TRUST
PHYLLIS SHACKELFORD, TRUSTEE

Address: 3855 W WEIR RD
FAYETTEVILLE, AR 72704

E-mail: PSHACK99@GMAIL.COM

Phone: (479) 841-5053
()

Fax: ()

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

Name: SWOPE ENGINEERING
(JOE ORR)

Address: 7 HALSTED CIRCLE
ROGERS, AR 72756

E-mail: JOE@CIVILFIRST.COM

Phone: (479) 856-8843
()

Fax: ()

Site Address / Location: weir Road / Ruppel Road Fayetteville, AR

Assessor's Parcel Number(s) for subject property: 001-16776-000
001-16782-000

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): _____ 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): PHYLLIS SHACKELFORD

Signature: Phyllis Shackelford

Date: 6/12/17

Address: 3855 W WEIR RD

FAUETTIVILLE, AR 72704

Phone: (479) 841-5053

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: ()

To the Fayetteville City Council:

After review of public comment and assessment of city planning regarding the proposed **ANX 17-5990: Annexation (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244)** by the City of Fayetteville, the Environmental Action Committee (EAC) makes the following observations and recommendations concerning future votes on this issue:

The EAC supports city staff and the planning commission in their recommendation denying the applicant's request for the annexation of this property and the concurrent request of rezoning a majority of the property to RSF-4. With already present flood issues in Ward 4, the discovery of hydric soil across this property—though primarily concentrated in the Southwest—increases the risk of future damaging floods to existing property should development remove the soil.

Further, the concerns of response time by the Fayetteville Fire Department are echoed by the EAC. Should a fire occur in an area outside six-minute response time goal the likelihood of unnecessary destruction of our urban forests increases, compounding what will be already mitigated replanting of native trees.

The EAC is cognizant of the growing need for affordable housing and highly respects a property owner's right to buy/sell land as he/she chooses, and are eager to advise on future proposals for this tract of land. Should a new fire station which decreases response time or other zoning designations that incorporate more conservation to allow the preservation of the hydric soil come to the fore, the EAC will gladly advise as to the most environmentally conscious action to align with city goals and directives.

Writing on behalf of the Environmental Action Committee,

A handwritten signature in cursive script, appearing to read "Andrew Miles", is written above a horizontal line.

Andrew Miles, Vice-Chair

December 28th, 2017



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: November 27, 2017 (Updated with Planning Commission Results)

SUBJECT: **ANX 17-5990: Annexation (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244):** Submitted by SWOPE ENGINEERING, INC. for properties located NORTH OF N. RUPPLE RD. The properties are in the FAYETTEVILLE PLANNING AREA and contain approximately 68.65 acres. The request is to be annexed into the City Limits of Fayetteville.

RECOMMENDATION:

Staff recommends denial of ANX 17-5990 based on the findings included within this report.

BACKGROUND:

The subject property constitutes approximately 69 acres bordered on the north and west by unincorporated Washington County land and Fayetteville corporate city limits on the east and south. The property is developed with two single-family homes, one of which was built in 1916 and the other in 1985. The property has access to both City water and sanitary sewer. Surrounding land use and zoning is provided on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Large Lot Single-family Residential & Agricultural	Ag/SF Res 1 unit/ac
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Large Lot Single-family Residential; Single-family Residential	Ag/SF Res 1 unit/ac R-A, Residential Agricultural RSF-8, Residential Single-family, 8 Units per Acre RSF-4, Residential Single-family, 4 Units per Acre
West	Large Lot Single-family Residential & Agricultural	Ag/SF Res 1 unit/ac

Request: The request is to annex the subject property into the City of Fayetteville. The applicant has stated that the annexation is needed so that the property can be developed. An order of annexation was signed by the Washington County Judge on October 13th, 2017.

Public Comment: Staff has received comment from adjacent landowners expressing concerns that the subject property will be developed similarly to the residential subdivisions to the south and east, and that this type of development will adversely impact the existing infrastructure and area's character.

INFRASTRUCTURE:

- Streets:** The subject property has access to Weir Road to the north, and multiple street stub-outs on the eastern and southern property lines: Whistle Post Drive to the southwest, Ruppel Road to the southeast, and Grouse Road and Country Meadows Street to the east. Weir Road is not classified in the City's Master Street Plan and exists today as an unimproved 2-lane street with open ditches and not sidewalk or gutter. The street stub out to Ruppel Road in the southeast is intended to extend northwards along the subject property's eastern boundary as a part of the proposed Ruppel Road Principal Arterial Parkway. The property is also bisected east-to-west by the planned Lierly Lane Collector Street. Any street improvements required in these areas would be determined at the time of development proposal.
- Water:** Public water is available to the subject property. There are several adjacent subdivisions, with the aforementioned street stub-outs providing access to 8" water mains. To the north, a 4" diameter public water main is available along Weir Road.
- Sewer:** Public sanitary sewer is not available to the subject property. Given that the property is outside of Fayetteville's corporate city limits, special City Council approval is required prior to any extension. There are however, several sewer stub-outs to the south and east in association with the aforementioned street stub-outs.
- Drainage:** Any additional improvements or requirements for drainage would be determined at the time of development. Although no portion of the subject property lies within the FEMA designated 100-year floodplain and no protected streams are present, hydric soils are present on a large portion of the property, focused in the southwest. A wetland determination may be required at the time of development.
- Fire:** This property will be protected by Ladder 7 located at 835 N. Ruppel Road. With a distance of 3.2 miles from Fire Station #7, the Fire Department anticipates a response time of seven minutes, ***which is beyond the six-minute response time goal. This will negatively impact response time averages for this area.***
- Police:** To date, the Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the subject property as **Rural Residential Area**. These areas are primarily large lot residential and agricultural in nature. If developed, land use should follow a conservation or cluster pattern to preserve surrounding rural areas.*

FINDINGS OF THE STAFF

CITY PLAN 2030 (Res. 116-11)

12.3.5 Annexation Guiding Policies

Boundaries

- 12.3.5.a Annex existing islands and peninsulas and do not annex areas that create an island or peninsula

Finding: Following the annexation in 2006 of property subsequently developed as the Lierly Lane subdivision, the subject property and other unincorporated areas near it became a peninsula of Washington County land bordered by Fayetteville's corporate limits. While incorporation of the subject property will annex a portion of this peninsula, the situation may also be aggravated as many of the remaining, adjacent unincorporated properties will be bordered on three sides by the City of Fayetteville where they were previously bordered on one or two sides. The proposed new city limit boundaries could cause confusion for service providers and residents because of the atypical configuration.

- 12.3.5.b The proposed annexation area must be adjacent, or contiguous, to city limits.

Finding: The proposed annexation area is adjacent and contiguous to Fayetteville's City Limits in northwest Fayetteville.

- 12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.

Finding: The proposed annexation is for an area containing two single-family residences on approximately 68.65 acres and is not within a subdivision or established neighborhood.

- 12.3.5.d Boundaries for annexed areas should follow natural corridors.

Finding: The proposed annexation boundaries follow the property lines of the subject property. To the east and south, the annexation boundaries align with existing single-family development. The propose extension of Ruppel Road, a Principal Arterial, is planned to extend northwards along the subject property's eastern boundary.

- 12.3.5.e The provision of services should be concurrent with development.

Finding: The property is adjacent to City services and is currently connected to Fayetteville water. Connection to sewer service would be the responsibility of the property owner.

ENVIRONMENTALLY SENSITIVE AREAS

- 12.3.5.f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Finding: The property is largely undeveloped except for two single-family homes and some accessory structures. While portions of the property have significant mature tree growth, the majority is clear and appears to be used for agricultural purposes. Furthermore, no portion of the property is designated as floodplain, Hillside-Hilltop Overlay District, Streamside Protection Zone, or Enduring Green Network. Although not currently determined, hydric soils on the property may indicate wetlands. As noted previously, a wetlands determination may be required at the time of development.

EMERGENCY AND PUBLIC SERVICES

12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.

Finding: Fire: The Fayetteville Fire Department response time to this location is seven minutes from the current closest station (835 N. Ruppel Rd.) The Fire Department response time goal is six minutes or less. Provision of fire and emergency response may not be provided efficiently.

Police: To date, the Fayetteville Police Department has not expressed any concerns with this request.

12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.

Finding: At an estimated seven minutes, Fire Department service to this property is beyond the upper limit of acceptable response time of six minutes, possibly leading to a negative impact on response time averages for this area.

The subject property would receive the same services, including trash service, police protection, fire protection, sewer, water, recycling and yard waste pick-up, and zoning protection as nearby property within the City.

12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units, and response time.

Finding: These factors were taken into consideration in the responses and recommendations included in this report.

INFRASTRUCTURE AND UTILITIES

12.3.5.j Areas currently served by utilities and other public services should be annexed.

Finding: Fire and police protection are currently provided to the south and east of the subject property, but not to this address. The residence is currently connected to City water, but not City sanitary sewer. There are public water and sanitary sewer main stub-outs at several points along the property's perimeter.

12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.

Finding: **Engineering:** Utilities located at street stub-outs are adequate for connection and extension, and do not need to be upgraded because of this annexation. The existing water main in Weir Road may need to be improved if utilized as the only source for a prospective development.

Planning: The proposed annexation will not immediately lead to increased density on the subject property or increased traffic congestion in the area. If developed under the zoning requirements of the RSF-4, Residential Single-family, 4 Units per Acre, zoning district, as requested concurrently with this rezoning, there will be a marked increase in both density and traffic. Planning staff does not anticipate that increased traffic will pose a traffic danger.

12.3.5.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

Finding: **Not applicable; the proposed annexation is not part of a phased annexation initiated by the City.**

INTERGOVERNMENTAL RELATIONS

12.3.5.m Promote long-range planning with adjacent jurisdictions.

Finding: **Not applicable; the extent of the proposed rezoning is not within or adjacent to the planning areas of other municipalities in Washington County. The property is about 2/3rds of a mile from the Tontitown Planning Area and approximately one mile from the Tontitown corporate limits.**

12.3.5.n Establish agreements to address regional concerns, such as water, stormwater, and sewer.

Finding: **Not applicable; The subject property and all of those around it are served by either Fayetteville water, sewer, or both. Those currently not served by Fayetteville water and sewer utilize water wells or septic systems.**

ADMINISTRATION OF ANNEXATIONS

12.3.5.o Develop a land use plan for annexation initiated by the City.

Finding: **Not applicable; this annexation is not City-initiated. However, the property is included within the City's Future Land Use Plan and the future extension of Ruppel Road extends along the property's eastern boundary.**

12.3.5.p Designate zoning districts for the property during the annexation process.

Finding: Annexations are automatically zoned R-A, Residential Agricultural. However, the applicant has submitted a concurrent request to rezone the subject property to RSF-4. On one hand, the RSF-4 zoning district could lead to development that is compatible with the suburban, single-family zoning districts and development to the south and east. On the other hand, this portion of the City is designated by the Future Land Use Map as Rural Residential Area, which encourages large lot residential and agricultural uses or residential subdivisions developed in a cluster or conservation pattern.

12.3.5.q An annexation study should be completed on all annexation proposals.

Finding: Planning staff has engaged with the Engineering Division along with the Water and Sewer, Fire, and Police Departments to review the proposed annexation. The request was studied to determine if facilities or services are available or needed in association with this request. Responses are included throughout this report.

12.3.5.r Development proposals require a separate review from the annexation proposals.

Finding: Future development of the subject property will be required to go through the development review process.

12.3.5.s Residents should be fully informed of annexation activities.

Finding: Adjoining neighbors have been notified of the annexation request. A legal advertisement has been submitted with the local newspaper prior to the Planning Commission meeting for which this item is scheduled.

12.3.5.t Encourage larger annexations to create acceptable boundaries.

Finding: Staff finds that this request is of a moderate size, totaling approximately 70 acres. The request would somewhat reduce a peninsula of unincorporated area, but it would also exacerbate the remoteness of other areas of the peninsula not proposed for annexation. If the Council desires to annex the area, staff would recommend additional area be incorporated to “square-off” the city limits to create a more logical boundary.

12.3.5.u Conduct a fiscal impact assessment on large annexations.

Finding: Given the moderate size of the proposed rezoning, a fiscal impact assessment was not conducted for the requested annexation. However, it should be noted that annexing land on the fringe of the City and developing it in a suburban, residential manner can pose financial challenges for the City to maintain the public infrastructure in a fiscally sustainable manner.

RECOMMENDATION: Staff recommends denial of **ANX 17-5990** based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>November 27, 2017</u>	☐ Tabled	☐ Forwarded	☒ Denied
Motion: Hoffman			
Second: Quinlan			
Vote: 8-1-0, Noble voted 'no'.			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>Tentatively December 19, 2017</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- City Plan 2030, Section 12.3: Annexation
- Request letter
- Order of Annexation
- City Services Exhibit
- Fire Department Comments
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

City Plan 2030: Annexation

12.3 ANNEXATION

12.3.1 Purpose

Annexation is the inclusion of previously unincorporated lands within the City limits. Annexation has benefits to the residents of the annexed area as well as to the City. The residents gain access to urban services, such as enhanced police and fire protection, and have a voice in city government. The City gains the ability to control development and extend boundaries in a logical manner.

The purpose of this planning element is to take a more active approach toward annexations by identifying potential annexation areas and establishing annexation policies. The annexation policies will guide evaluation of future annexation proposals. The policies are designed to ensure that public services, infrastructure, and utility extension is properly addressed in order to manage growth. The potential annexation areas can become part of the City when annexation policies are met.

12.3.2 History and Trends

The original town was incorporated in 1870 with approximately 1200 acres. Since incorporation, the City has made 189 annexations, totaling 34,654.67 acres. Annexation activity was relatively slow until the 1940s, when over 2,500 acres were annexed with 10 annexations. During the 1950s, almost the same number of annexations took place, however, the total land area annexed was significantly smaller than in the 1940s. By the 1960s, annexation activity increased dramatically, with 42 annexations bringing over 18,000 acres into the City limits. Annexation numbers dropped in 1970 and stayed steady until the 1990s, when the number of annexations tripled from the 1980s. In 2000, the City contained 45 square miles, and in 2005, the City contained 50 square miles.

TABLE 12.3.1
ANNEXATION HISTORY
Fayetteville (1870 - 2006)

Time Period	Number of Annexations	Total Acres
1870	Original Town	1,202.48
1910	1	160.57
1932	1	83.60
1940 - 1949	10	2,572.05
1952 - 1958	9	1,194.66
1960 - 1969	42	18,250.55
1970 - 1978	12	1,347.14
1980 - 1988	9	1,591.87
1990 - 1999	27	2,106.70
2000 - 2005	61	3,559
2006 - 2010	18	3,719.09
Total	182	35,857.15
Source: City of Fayetteville, GIS, Dec. 2010		

TABLE 12.3.2
SEVEN LARGEST ANNEXATIONS
Fayetteville (1870-2006)

Ordinance Number	Acres	Year
889	1,765	1946
1258	1,489.24	1961
1274	2,138.61	1961
1479	1,267.69	1966
1556	11,376.66	1967
2857	1,286.45	1982
4888	2,017	2006
Source: City of Fayetteville, GIS, Dec. 2010		



Approximately 60 percent of the total annexations can be attributed to seven single annexations. Each of these annexations included more than 1,000 acres. Four of those six annexation occurred during the 1960s. The most significant annexation was in 1967 that added over 11,000 acres to the City limits. Until 1960, the number of persons per acre remained relatively high, but decreased between 1940 and 1960. The significant drop in persons per acre from 3.9 in 1960 to 1.3 in 1970 is reflective of the significant land area annexed during this time. The trend of decreasing persons per acre reversed in 1980 and increased over the next two and half decades. By 2000, the persons per acre was 2.2, however, this trend has again reversed, due to several large annexations, resulting in approximately 33% increase in land area since 2000.

12.3.3 State Statutes on Annexation

Arkansas Statutes

Title 14, Chapter 40 of the state statute discusses annexation. Annexations can be initiated by a municipality or by property owners.

A municipality can annex contiguous lands, lands surrounded by the municipality, unincorporated area that is completely bounded by two or more municipalities if the municipality has the greater distance of city limits adjoining the area, and land contiguous and in adjacent counties. To annex any contiguous lands, the governing body must adopt an ordinance, passed by two-thirds of the governing body and hold an election of the people. Those lands must meet one of the following criteria:

- Platted and held for sale or use as municipal lots;
- Whether platted or not, if the lands are held to be sold as suburban property;
- When the lands furnish the abode for a densely settled community or represent the actual growth of the municipality beyond its legal boundary;
- When the lands are needed for any proper municipal purposes such as for the extension of needed police regulation; or
- When they are valuable by reason of their adaptability for prospective municipal uses.

Contiguous lands must not be annexed if they meet either of the following criteria:

- Have a fair market value at the time of adoption of the ordinance of lands used only for agricultural or

TABLE 12.3.3
POPULATION VS. LAND AREA
Fayetteville (1940-2000)

Year	Population		Land Area		Persons Per Acre
	Persons	Percent Change	Acres	Percent Change	
1940	8,212	--	1,446.65	--	5.6
1950	17,017	107.2%	4,018.70	177.79%	4.2
1960	20,274	19.1%	5,213.36	29.73%	3.9
1970	30,729	61.7%	23,463.91	350.1%	1.3
1980	36,608	19.1%	24,811.05	5.74%	1.5
1990	42,247	15.0%	26,402.92	6.42%	1.6
2000	58,047	37.9%	26,756.46	7.98%	2.2
2006	67,020	15.5%	32,103.47	20.0%	2.1
2010	73,580	10.0%	35,454.00	10.0%	2.1

Source: City of Fayetteville, GIS, June 2006



- horticultural purposes and the highest and best use of the land is for agricultural or horticultural purposes; or
- Are lands upon which a new community is to be constructed with funds guaranteed in whole or in part by the federal government under Title IV of the Housing and Urban Development Act of 1968 or under Title VII of the Housing and Urban Development Act of 1970.

To annex land surrounded by a municipality, the governing body can propose an ordinance to annex the property. Again, the lands must meet the criteria listed above. A public hearing must be held within 60 days of the proposed ordinance. A majority of the governing body must approve the annexation for it to become effective.

Property owners in areas contiguous and adjacent to a municipality may request annexation. They can apply with a petition of the majority of land owners in the area, if the majority of the total number of owners own more than one-half of the acreage affected.

12.3.4 Potential Annexation Areas

The potential annexation areas should be identified by the City using the following criteria.

- Areas that are already urban in character.
- Areas that can be developed at urban densities.
- Immediate areas are those that are peninsulas or islands, where municipal services have already been extended.
- Vacant lands that are subject to development pressure.
- Areas where urban services are already provided.
- Areas where urban services are needed.

12.3.5 Annexation Guiding Policies

Boundaries

- 12.3.5.a Annex existing islands and peninsulas and do not annex areas that would create an island or peninsula.
- 12.3.5.b Proposed annexation area must be adjacent, or contiguous, to city limits.
- 12.3.5.c Areas should either include or exclude entire subdivisions or neighborhoods, not divide.
- 12.3.5.d Boundaries for annexed areas should follow natural corridors.
- 12.3.5.e The provision of services should be concurrent with development.



Environmentally Sensitive Areas

- 12.3.5. f Annex environmentally sensitive areas that could be impacted by development and utilize appropriate development regulations to protect those areas.

Emergency and Public Services

- 12.3.5.g Public services must be able to be provided efficiently in newly annexed areas.
- 12.3.5.h Annexed areas should receive the same level of service of areas already in the city limits.
- 12.3.5.i The ability to provide public services should be evaluated in terms of equipment, training of personnel, number of units and response time.

Infrastructure and Utilities

- 12.3.5.j Areas currently served by utilities and other public services should be annexed.
- 12.3.5.k Proposed annexation areas should not require the upgrading of utilities to meet the demands of development unless there is a threat to public safety.
- 12.3.5.l Phased annexation should be initiated by the City within active annexation areas based on planned service extensions or availability of services.

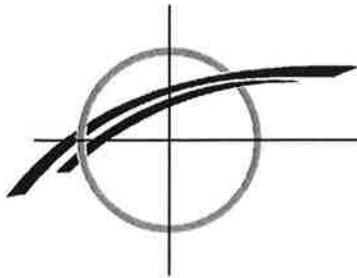
Intergovernmental Relations

- 12.3.5.m Promote long-range planning with adjacent jurisdictions.
- 12.3.5.n Establish agreements to address regional concerns, such as water, stormwater and sewer.

Administration of Annexations

- 12.3.5.o Develop a land use plan for annexation initiated by the City.
- 12.3.5.p Designate zoning districts for the property during the annexation process.
- 12.3.5.q An annexation study should be completed on all annexation proposals.
- 12.3.5.r Development proposals require a separate review from the annexation proposals.
- 12.3.5.s Residents should be fully informed of annexation activities.
- 12.3.5.t Encourage larger annexations to create acceptable boundaries.
- 12.3.5.u Conduct a fiscal impact assessments on large annexations.





ANX 17-5990

Request Letter

SWOPE ENGINEERING

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

October 17, 2017

City of Fayetteville Planning

125 W Mountain Street
Fayetteville, AR 72701
479.685.8399

**Re: Annexation/Rezone Request
North Weir Road**

To whom it may concern,

Please accept this letter for the referenced issue. The requested annexation is approximately 68.65 acres, located at the NW corner of Weir Road and Ruppel Road. For the written statement required for annexation, see the following items.

- a. The property is contiguous to city property on the south and east sides, thereby creating no islands or peninsulas.
- b. As stated in item (a), this property is contiguous, and adjacent, to city limits.
- c. The referenced property is currently un-developed, and therefore this request does not split subdivisions or neighborhoods.
- d. All boundaries follow natural corridors, as Weir and Ruppel Roads are along city Master Streets.
- e. Low-lands, which are a part of the overall parcel, are included as environmentally-sensitive areas. No specific portions of the property are being excluded.
- f. Public services will be easily able to serve this land, as it lies along two major street corridors.
- g. All areas of this parcel will be annexed, thereby including utilities and public services.
- h. No utility upgrades are required for the proposed development.

For the written statement required for rezone, see the following items.

- a. The current ownership of this property is the McFarland Family Trust.
- b. The requested change to RSF-4 is requested because the property will be annexed as A-1, and our client proposes a subdivision in this location.
- c. The proposed rezoning will allow for additional traffic, however Weir and Ruppel Roads will be upgraded (according to the Master Street Plan) to accommodate. The standard single-family subdivision, which is proposed, will have the appearance of other subdivisions like this throughout the city. The only signage proposed would be a standard entry sign, which is ground-mounted and very limited in height.

- d. Water and sewer services are available nearby, and the required extensions will be made to serve the project, and to the extents of property frontage.
- e. This zoning is entirely consistent with the city's land use plan, and this area is best zoned for single-family residential, like all nearby developments.
- f. The rezoning is justified because of the high demand for this housing product on the market, and because of the availability of street and utility infrastructure that can be extended/upgraded from nearby.
- g. The proposed zoning will somewhat increase traffic, however the city's projections for both Weir and Ruppel Roads were sufficiently planned to accommodate single-family residential throughout this area.
- h. The increase in population density will be minimal, as single-family residential is the least-dense development type possible. No undesirable increase in load on schools or utilities is anticipated.
- i. A-1, agricultural zoning, allows for farm-related activities. Therefore, this site is not practical for farming when single-family housing is in such demand.

Thank you for your consideration on this annexation/rezone request. If you have any questions, or concerns, please let me know.

Regards,

A handwritten signature in black ink, appearing to read "Phil Swope", written in a cursive style.

Phil R Swope, PE
President

Order of Annexation

IN THE COUNTY COURT OF WASHINGTON COUNTY, ARKANSAS

IN THE MATTER OF
THE PETITION OF CERTAIN
PROPERTY TO FAYETTEVILLE,
WASHINGTON COUNTY, ARKANSAS

CC 2017-11

ORDER OF ANNEXATION

NOW on this 13th day of October, 2017, comes on for consideration before this Court the matter of annexation of certain lands from the unincorporated area of Washington County, Arkansas to the city of Fayetteville, Arkansas. Said land is described as follows:

A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND IRON PIN, LOCATED AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND THENCE N87°08'20"W 660.17 FEET TO A SET P/K NAIL, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S02°43'44"W 702.02 FEET TO A SET IRON PIN, THENCE S87°08'20"E 301.90 FEET TO A SET IRON PIN, THENCE S02°39'43"W 25.00 FEET TO A SET IRON PIN, THENCE S87°08'20"E 359.09 FEET TO A SET IRON PIN, THENCE S02°39'43"W 1904.10 FEET TO A SET IRON PIN, THENCE N87°25'05"W 1326.48 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE N02°48'50"E 2428.66 FEET TO A FOUND IRON PIN, THENCE S87°05'15"E 104.59 FEET TO A FOUND IRON PIN, THENCE N02°47'54"E 208.99 FEET TO A FOUND COTTON SPINDLE, THENCE S87°08'20"E 554.78 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 68.65 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

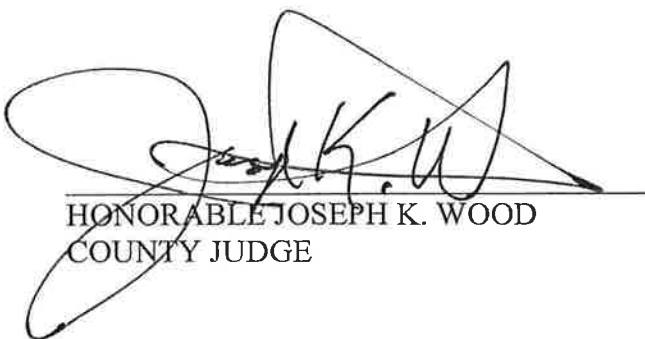
From the evidence presented by the Petitioners through their representative, Joseph Orr, the Court finds as follows:

1. The Petitioners have petitioned this Court to annex the above described property into the City of Fayetteville, Washington County, Arkansas. Said annexation is brought pursuant to A.C.A. §14-40-609.

2. The petition was submitted in writing and attested by the property owners.
3. The petition contains an accurate description of the relevant property or properties.
4. The petitioners have provided a schedule of services that will be extended to the area within three (3) years after the date the annexation becomes final.
5. The County Assessor and County Clerk have verified the identity of the petitioners, that there are no property owners included in the petition that do not wish to have their property annexed, that the property or properties are contiguous with the city, and that no enclaves will be created if the petition is accepted by the city.
6. The property which is legally described in the petition has been accurately described, an accurate map thereof has been made and filed, and the prayer of the petitioners is right and proper.
7. This court therefore determines that and Order of Annexation is proper and that the petition and this order shall be submitted to the city of Fayetteville, Arkansas.

IT IS THEREFORE, CONSIDERED, ORDERED AND DECREED that the above described tracts of land be, and hereby are annexed to and made a part of the City of Fayetteville, Washington County, Arkansas, subject to approval by the City Council for the City of Fayetteville, Arkansas.

IT IS SO ORDERED.



HONORABLE JOSEPH K. WOOD
COUNTY JUDGE

Prepared by:
Brian R. Lester
Washington County Attorney
280 North College Ave., Suite 500
Fayetteville, AR 72701
t/(479) 973-8415
f/(479) 444-1889
blester@co.washington.ar.us



TO: Jonathan Curth, Planner

FROM: Battalion Chief B. Sloat, Deputy Fire Marshal

DATE: November 16, 2017

SUBJECT: 17-5990 ANX North of N. Ruppel Rd. (McFarland Family Trust)

This site is located near the intersection of W. Weir Rd and N. Ruppel Rd. The site will be protected by Ladder 7, located at 835 N. Ruppel Rd.

The property is located approximately 3.2 miles from the fire station with an anticipated response time of approximately 7 minutes.

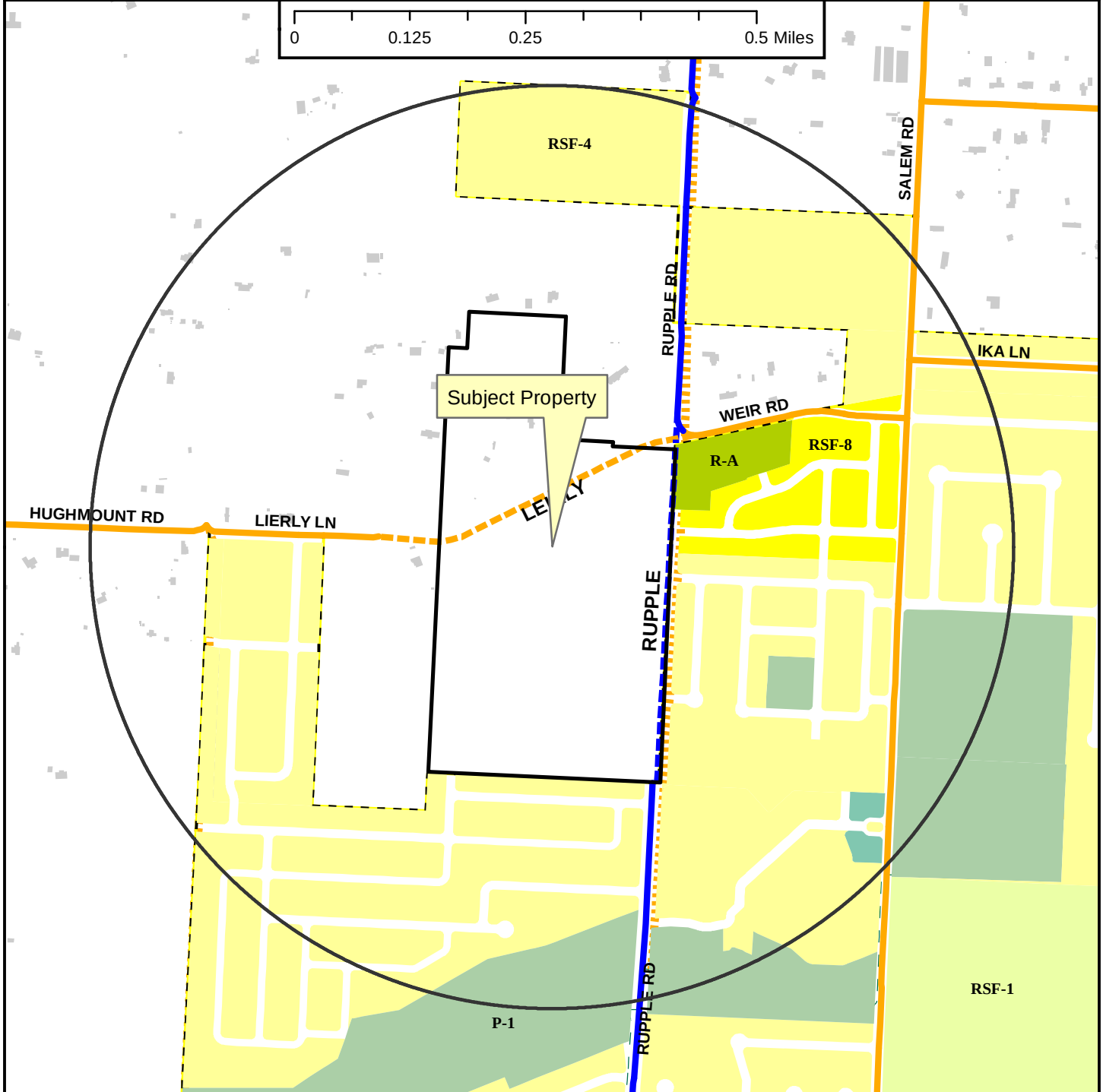
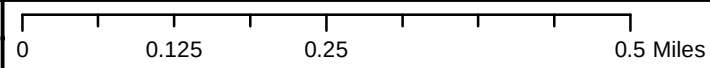
The Fayetteville Fire Department has a 6-minute response time goal for all development. At this time, the annexation of the property will not meet this 6-minute goal and therefore will negatively impact response time averages for this area.

ANX17-5990

McFARLAND FAMILY TRUST

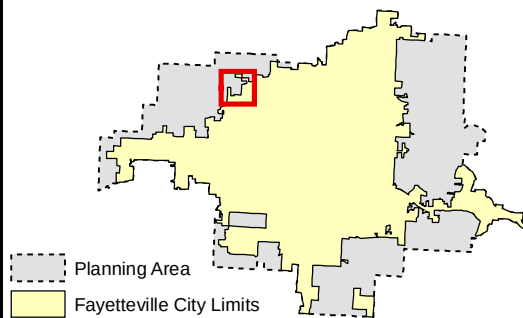


One Mile View



Legend

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

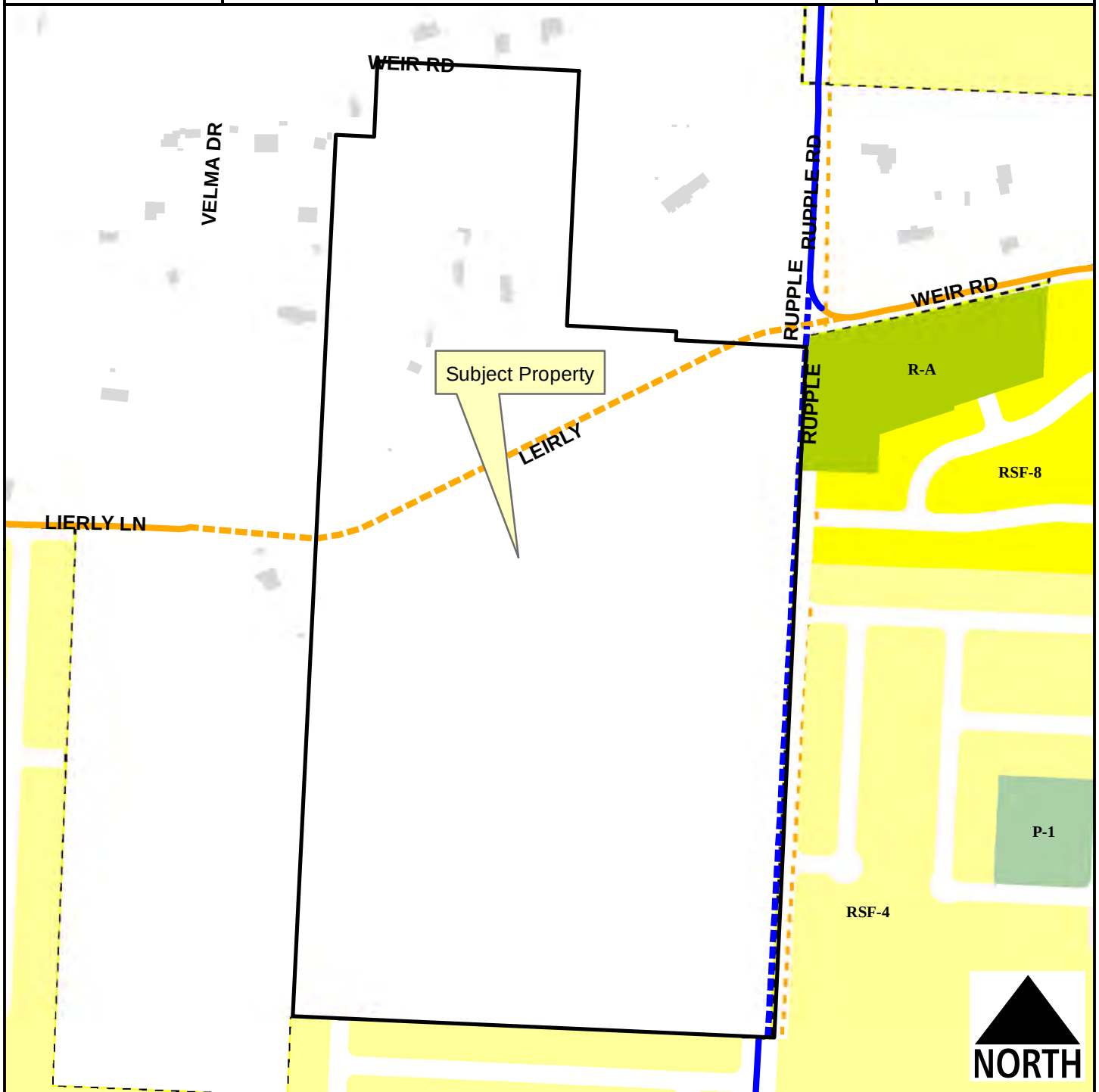


- | | |
|---|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-family RMF-6 RMF-12 RMF-18 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Residential-Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|---|---|

ANX17-5990

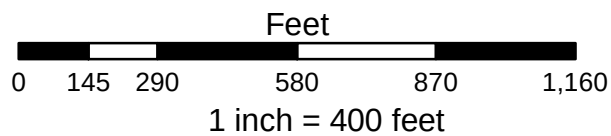
MCFARLAND FAMILY TRUST

Close Up View



Legend

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



- Residential-Agricultural
- RSF-4
- RSF-8
- P-1

ANX17-5990

Current Land Use

MCFARLAND FAMILY TRUST



Streets Planned

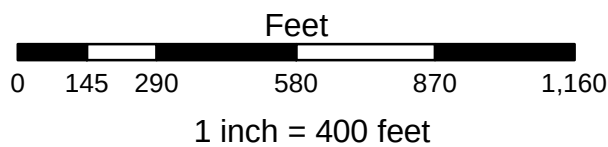
MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY

Streets Existing

MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



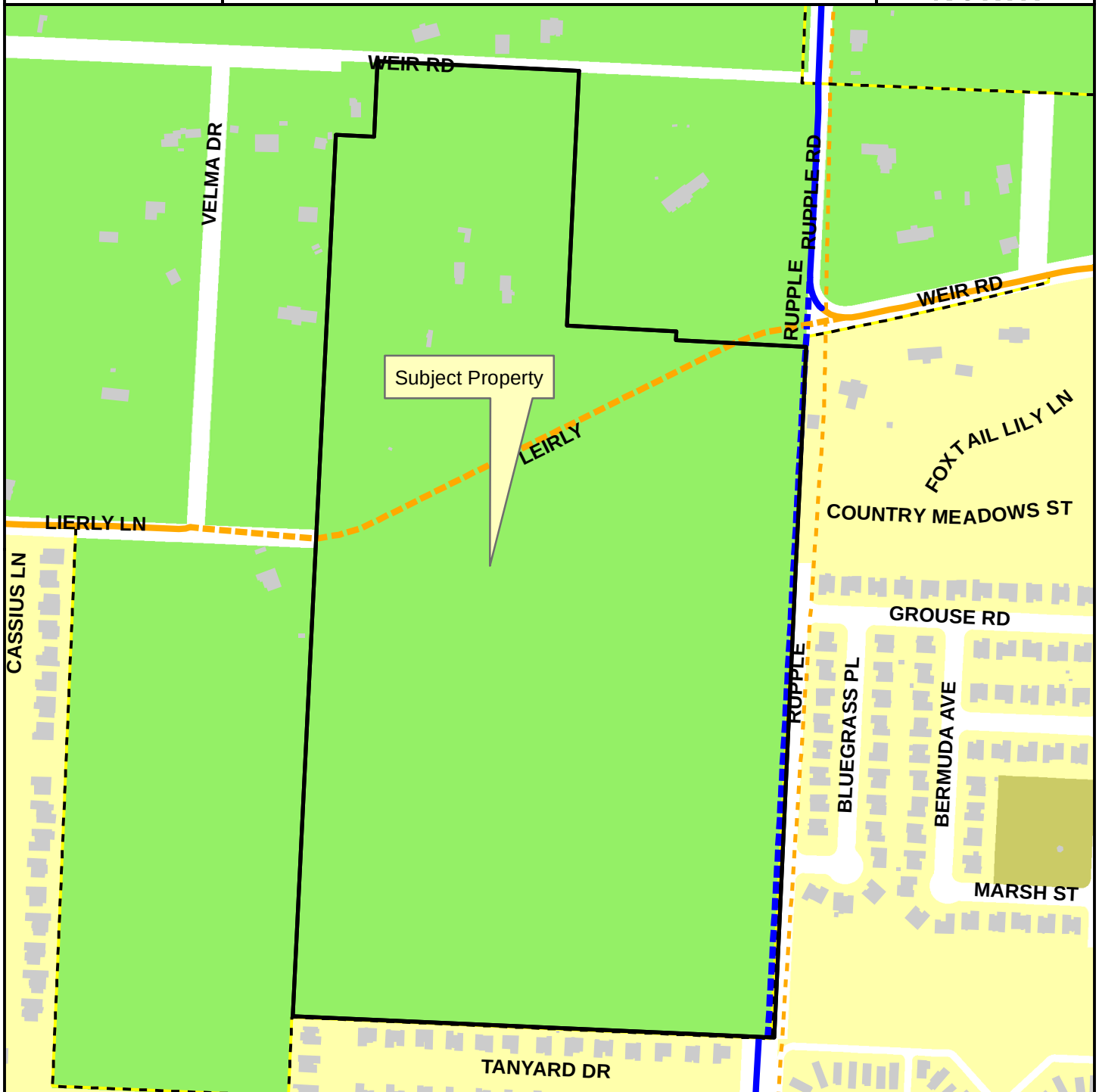
FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

ANX17-5990

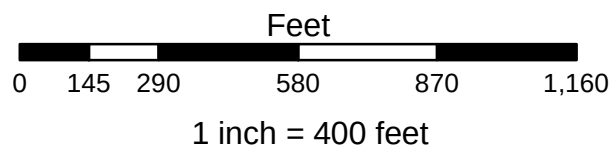
Future Land Use

McFARLAND FAMILY TRUST



Legend

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



FUTURE LAND USE 2030

- Rural Area
- Residential Neighborhood Area
- Civic and Private Open Space/Parks



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0004

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

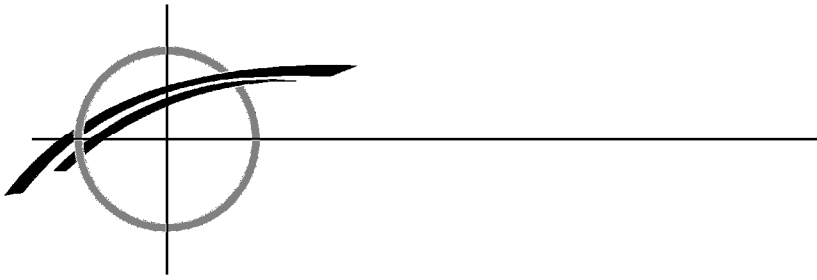
RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5991 FOR APPROXIMATELY 68.65 ACRES LOCATED WEST OF NORTH RUPPLE ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

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 R-A, Residential Agricultural to RSF-4, Residential Single Family, 4 Units per Acre.

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.



SWOPE ENGINEERING

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

December 11, 2017

Sondra Smith, City Clerk
City of Fayetteville

113 W Mountain Street #302
Fayetteville, AR 72701
479.575.8323

Re: Annexation/Rezone Appeal Request
North Weir Road

Dear Ms. Smith,

Please accept this letter for the referenced appeal. The requested annexation/rezone of the Weir Road property is a follow-up to the denial recommendation from Planning Commission on November 27, 2017. We present the following items in support of the appeal.

1. Financial Benefit to City- The city will financially benefit from the annexation and rezone, due to its ultimate development, in the following ways.
 - a) Property Tax Revenue- This increased property values, once within the city limits, will improve collection of property taxes that flow into the city.
 - b) Donation of Right-of-Way- At Final Plat, the city will take possession of lands needed for extension of Ruppel Road.
2. Additional Benefits- The city will realize the following additional benefits once this property is annexed, rezoned and developed.
 - a) Completion of the Mayor's Box- This annexation furthers the growth plan, supported by the mayor, that promotes "squaring" of the city's boundaries to reduce islands and peninsulas. This helps to make all portions of the city contiguous.
 - b) Better Emergency Response Times- Due to additional streets that will/must be built with this development (east-west collector to Ruppel Road), the response time will be greatly reduced for this area of town.
 - c) Conservation Area Preservation- The development will require areas that preserve the natural habitat that currently exists.
 - d) Construction of Trails- The development will construct/extend trails to expand the city's network to this part of town.

Please accept this request to appeal, so that we may present our case to the City Council.

Thank you for your consideration on this appeal request. If you have any questions, or concerns, please let me know.

Regards,

A handwritten signature in black ink, reading "Phil Swope". The signature is written in a cursive, flowing style with a large initial "P" and a long, sweeping underline.

Phil R Swope, PE
President



CITY COUNCIL AGENDA MEMO

MEETING OF JANUARY 16, 2018

TO: Mayor, Fayetteville City Council

THRU: Garner Stoll, Development Services Director

FROM: Jonathan Curth, Senior Planner
Andrew Garner, City Planning Director

DATE: December 29, 2017

SUBJECT: **RZN 17-5991: Rezone (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244):** Submitted by SWOPE ENGINEERING, INC. for properties NORTH OF N. RUPPLE RD. The properties are in the FAYETTEVILLE PLANNING AREA and contain approximately 68.65 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

RECOMMENDATION:

The City Planning staff recommend denial of a request to rezone the subject property to RSF-4, Residential Single-Family, 4 Units per Acre, as shown in the attached Exhibits 'A' and 'B'. The Planning Commission has denied the proposal and the applicant has appealed the decision to City Council.

BACKGROUND:

The subject property constitutes approximately 69 acres bordered on the north and west by unincorporated Washington County land and Fayetteville corporate city limits on the east and south. The property is developed with two single-family homes, one of which was built in 1916 and the other in 1985. The property has access to both City water and sanitary sewer. Currently, the zoning designation on the property is Ag/SF Res 1 unit/ac, which allows for agricultural and single-family uses on lots of no less than one acre.

Request: The applicant proposes to annex the property into the City. If it is annexed it will automatically be assigned a zoning designation of R-A, Residential Agricultural. The request is to rezone the subject property from the assigned R-A designation to RSF-4, Residential Single-family, 4 Units per Acre, as shown in Exhibit 'B'. The applicant has indicated that this rezoning is needed to accommodate future subdivision development.

Land Use Compatibility: Staff findings for land use compatibility are mixed. On the one hand, many of the properties in the area are undeveloped, agricultural, or large lot residential in nature, while on the other hand, there are also multiple suburban, single-family residential subdivisions. Although a greater density on the subject property would allow development to utilize adjacent street networks and utilities, a residential subdivision may also compromise the character of adjacent rural residential and agricultural uses.

Land Use Plan Analysis: The proposed zoning is incompatible with Fayetteville's comprehensive plan and future land use map. The RSF-4 zoning district, with its area and density requirements, traditional setbacks, and single-use character, is contrary to both City Plan 2030 goals and the guiding policies of the Rural Residential Area designation. The proposed rezoning does not prioritize infill development, and instead promotes suburban sprawl. Furthermore, development under the RSF-4 zoning designation on the subject property encourages low-density development. This in turn makes fostering a livable transportation network difficult given the increased distances between dwellings. Lastly, development on this property under the RSF-4 zoning district requirements is unlikely to compliment the guiding policies of the Rural Residential Area. With an 8,000-square foot lot minimum, it would be difficult, if not unfeasible, to develop in an alternative conservation or cluster pattern that encourages ongoing rural and agricultural uses, neither of which are permitted activities under the RSF-4 zoning district.

DISCUSSION:

On November 27, 2017, the Planning Commission denied the applicant's request to rezone the property to RSF-4, Residential Single-family, 4 Units per Acre, by an 8-1-0 vote. Commissioner Noble voted 'no'. The applicant has appealed the Planning Commission's decision to the City Council along with a request to annex the same property, which was also denied by the Planning Commission.

BUDGET/STAFF IMPACT:

N/A

Attachments:

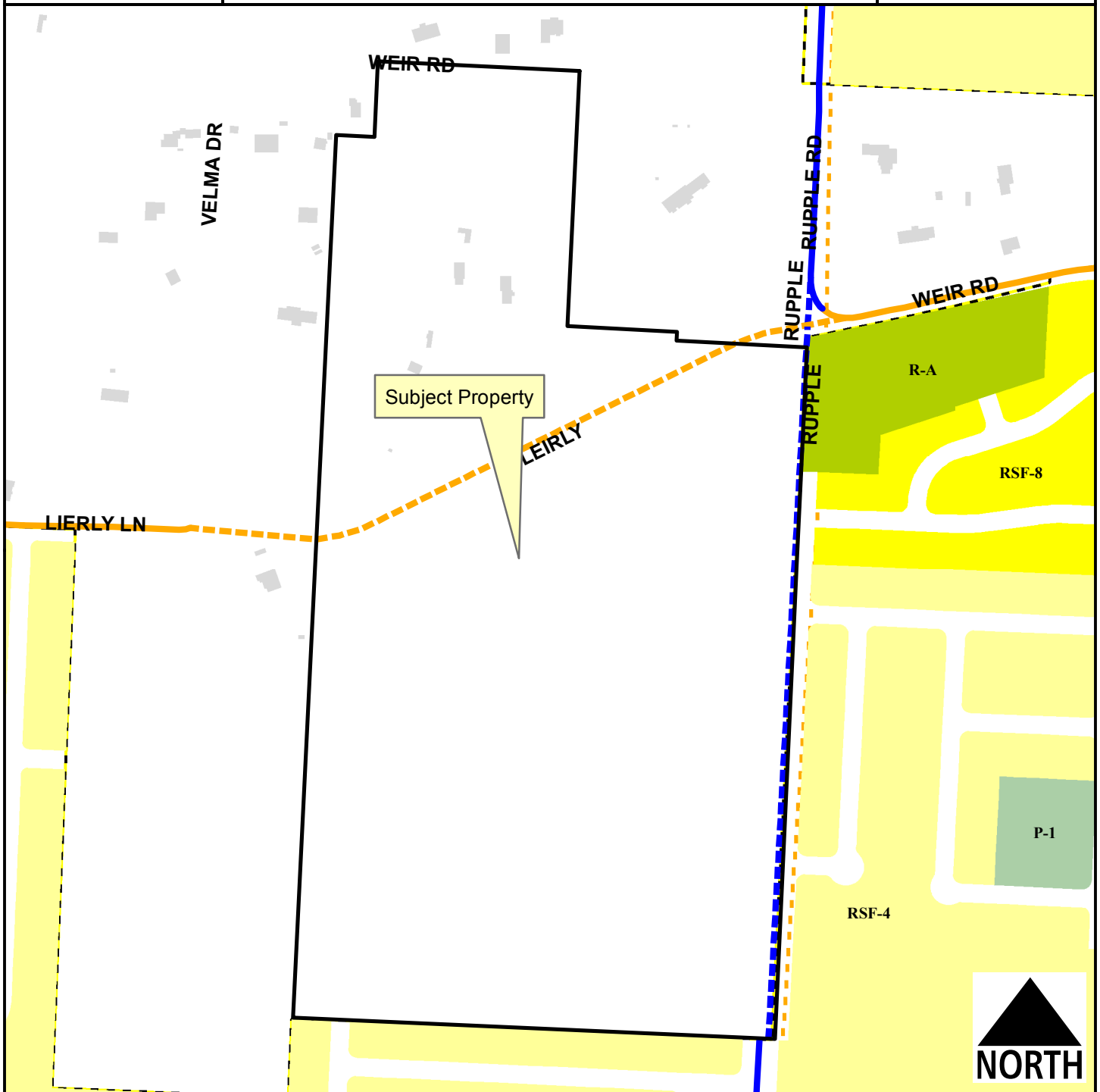
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN17-5991

MCFARLAND FAMILY TRUST

**17-5991
EXHIBIT 'A'**

Close Up View



Legend

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

Feet

0 145 290 580 870 1,160

1 inch = 400 feet

- Residential-Agricultural
- RSF-4
- RSF-8
- P-1

17-5990
EXHIBIT 'B'

SURVEY DESCRIPTION FOR ANNEXATION: A PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT A FOUND IRON PIN, LOCATED AT THE NORTHEAST CORNER OF SAID FORTY ACRE TRACT AND THENCE N87°08'20"W 660.17 FEET TO A SET P/K NAIL, SAID POINT BEING THE TRUE POINT OF BEGINNING AND RUNNING THENCE S02°43'44"W 702.02 FEET TO A SET IRON PIN, THENCE S87°08'20"E 301.90 FEET TO A SET IRON PIN, THENCE S02°39'43"W 25.00 FEET TO A SET IRON PIN, THENCE S87°08'20"E 359.09 FEET TO A SET IRON PIN, THENCE S02°39'43"W 1904.10 FEET TO A SET IRON PIN, THENCE N87°25'05"W 1326.48 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION, THENCE N02°48'50"E 2428.66 FEET TO A FOUND IRON PIN, THENCE S87°05'15"E 104.59 FEET TO A FOUND IRON PIN, THENCE N02°47'54"E 208.99 FEET TO A FOUND COTTON SPINDLE, THENCE S87°08'20"E 554.78 FEET TO THE POINT OF BEGINNING. CONTAINING IN ALL 68.65 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:

5991

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

244

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: McFARLAND FAMILY TRUST
PHYLLIS SHACKELFORD, TRUSTEE

Address: 3855 W. WEIR RD
FAYETTEVILLE, AR 72704

E-mail: PSHACK99@GMAIL.COM

Phone: (479) 841-5053
()

Fax: ()

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

Name: SWOTE ENGINEERING
(JOE ORR)

Address: 7 HALSTED CIRCLE
ROGER, AR 72756

E-mail: JOE@CIVILFIRST.COM

Phone: (479) 856-8843
()

Fax: ()

Site Address / Location: Weir Road/Ripple Road Fayetteville, AR

Current Zoning District: COUNTY

Requested Zoning District: RSF-4

Assessor's Parcel Number(s) for subject property: 001-16776-000
001-16782-000

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): _____ 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): <u>PHYLLIS SHACKELFORD</u>	Address: <u>3855 W WEIR RD</u>
Signature: <u>Phyllis Shackelford</u>	<u>FRUITEVILLE, AR 72704</u>
Date: <u>6/12/17</u>	Phone: <u>(479) 841-5053</u>

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.

To the Fayetteville City Council:

After review of public comment and assessment of city planning regarding the proposed **ANX 17-5990: Annexation (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244)** by the City of Fayetteville, the Environmental Action Committee (EAC) makes the following observations and recommendations concerning future votes on this issue:

The EAC supports city staff and the planning commission in their recommendation denying the applicant's request for the annexation of this property and the concurrent request of rezoning a majority of the property to RSF-4. With already present flood issues in Ward 4, the discovery of hydric soil across this property—though primarily concentrated in the Southwest—increases the risk of future damaging floods to existing property should development remove the soil.

Further, the concerns of response time by the Fayetteville Fire Department are echoed by the EAC. Should a fire occur in an area outside six-minute response time goal the likelihood of unnecessary destruction of our urban forests increases, compounding what will be already mitigated replanting of native trees.

The EAC is cognizant of the growing need for affordable housing and highly respects a property owner's right to buy/sell land as he/she chooses, and are eager to advise on future proposals for this tract of land. Should a new fire station which decreases response time or other zoning designations that incorporate more conservation to allow the preservation of the hydric soil come to the fore, the EAC will gladly advise as to the most environmentally conscious action to align with city goals and directives.

Writing on behalf of the Environmental Action Committee,

A handwritten signature in cursive script, appearing to read "Andrew Miles", written in dark ink.

Andrew Miles, Vice-Chair

December 28th, 2017



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: November 27, 2017 (Updated with Planning Commission Results)

SUBJECT: **RZN 17-5991: Rezone (NORTH OF N. RUPPLE RD./MCFARLAND FAMILY TRUST, 244):** Submitted by SWOPE ENGINEERING, INC. for properties NORTH OF N. RUPPLE RD. The properties are in the FAYETTEVILLE PLANNING AREA and contain approximately 68.65 acres. The request is to rezone the properties to RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE.

RECOMMENDATION:

Staff recommends denial of **RZN 17-5991** based on the findings included within this report.

BACKGROUND:

The subject property constitutes approximately 69 acres bordered on the north and west by unincorporated Washington County land and Fayetteville corporate city limits on the east and south. The property is developed with two single-family homes, one of which was built in 1916 and the other in 1985. The property has access to both City water and sanitary sewer. Currently, the zoning designation on the property is Ag/SF Res 1 unit/ac, which allows for agricultural and single-family uses on lots of no less than one acre. Surrounding land use and zoning is provided on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Large Lot Single-family Residential & Agricultural	Ag/SF Res 1 unit/ac
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Large Lot Single-family Residential; Single-family Residential	Ag/SF Res 1 unit/ac R-A, Residential Agricultural RSF-8, Residential Single-family, 8 Units per Acre RSF-4, Residential Single-family, 4 Units per Acre
West	Large Lot Single-family Residential & Agricultural	Ag/SF Res 1 unit/ac

Request: The applicant proposed to annex the property into the City. If it is annexed it will automatically be assigned a zoning designation of R-A, Residential Agricultural. The request is to rezone the subject property from the assigned R-A designation to RSF-4, Residential Single-family, 4 Units per Acre. The applicant has indicated that this rezoning is needed to accommodate future subdivision development.

Public Comment: Staff has received comment from adjacent landowners expressing concerns that the subject property will be developed similarly to the residential subdivisions to the south and east, and that this development will adversely impact the existing infrastructure and area's character.

INFRASTRUCTURE:

Streets: The subject property has access to Weir Road to the north, and multiple street stub-outs on the eastern and southern property lines: Whistle Post Drive to the southwest, Ruppel Road to the southeast, and Grouse Road and Country Meadows Street to the east. Weir Road is not classified in the City's Master Street Plan and exists today as an unimproved 2-lane street with open ditches and not sidewalk or gutter. The street stub-out to Ruppel Road in the southeast is intended to extend northwards along the subject property's eastern boundary as a part of the proposed Ruppel Road Principal Arterial Parkway. The property is also bisected east-to-west by the planned Lierly Lane Collector Street. Any street improvements required in these areas would be determined at the time of development proposal.

Water: Public water is available to the subject property. There are several adjacent subdivisions, with the aforementioned street stub-outs providing access to 8" water mains. To the north, a 4" diameter public water main is available along Weir Road.

Sewer: Public sanitary sewer is not available to the subject property. Given that the property is outside of Fayetteville's corporate city limits, special City Council approval is required prior to any extension. There are however, several sewer stub-outs to the south and east in association with the aforementioned street stub-outs.

Drainage: Any additional improvements or requirements for drainage would be determined at the time of development. Although no portion of the subject property lies within the FEMA designated 100-year floodplain and no protected streams are present, hydric soils are present on a large portion of the property, focused in the southwest. A wetland determination may be required at the time of development.

Fire: This property will be protected by Ladder 7 located at 835 N. Ruppel Road. With a distance of 3.2 miles from Fire Station #7, the Fire Department anticipates a response time of seven minutes, which is beyond the six-minute response time goal. This will negatively impact response time averages for this area.

Police: The Police Department did not express any concerns with this request.

*CITY PLAN 2025 FUTURE LAND USE PLAN: City Plan 2030 Future Land Use Plan designates the subject property as **Rural Residential Area**. These areas are primarily large lot residential and agricultural in nature. If developed, land use should follow a conservation or cluster pattern to preserve surrounding rural areas.*

Rural Residential Areas are characterized by low-density, large lot residential development. In the event of development, the conservation of woodlands, grasslands, and agricultural lands is to be encouraged. In many of these areas, inadequate services are available and they should not

be expanded to accommodate further growth unless they are for conservation or cluster developments that foster local food production, agribusinesses, and historical agricultural 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: ***Land Use Compatibility:*** Staff findings for land use compatibility are mixed. On the one hand, many of the properties in the area are undeveloped, agricultural, or large lot residential in nature, while on the other hand, there are also multiple suburban, single-family residential subdivisions. Although a greater density on the subject property would allow development to utilize adjacent street networks and utilities, a residential subdivision may also compromise the character of adjacent rural residential and agricultural uses.

Land Use Plan Analysis: The proposed zoning is incompatible with Fayetteville's comprehensive plan and future land use map. The RSF-4 zoning district, with its area and density requirements, traditional setbacks, and single-use character, is contrary to both City Plan 2030 goals and the guiding policies of the Rural Residential Area designation. The proposed rezoning does not prioritize infill development, and instead promotes suburban sprawl. Furthermore, development under the RSF-4 zoning designation on the subject property encourages low-density development. This in turn makes fostering a livable transportation network difficult given the increased distances between dwellings. Lastly, development on this property under the RSF-4 zoning district requirements is unlikely to compliment the guiding policies of the Rural Residential Area. With an 8,000-square foot lot minimum, it would be difficult, if not unfeasible, to develop in an alternative conservation or cluster pattern that encourages ongoing rural and agricultural uses, neither of which are permitted activities under the RSF-4 zoning district.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the zoning change to allow for development of a residential subdivision. Staff finds that given the proposed zoning district and the property's location on the City's periphery, a suburban pattern of development will likely occur.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Development under the proposed zoning district will increase traffic, but access to multiple street stub-outs to the east and south, along with the future Ruppel Road extension should mitigate the possibility of congestion or a dangerous traffic situation.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Given the current, largely undeveloped character of the property, most forms of development will increase the population density. Fayetteville street and utility stub-outs are in place on two of the subject property's boundaries, which will minimize the need for additional utility extensions to reach the property. That said, the property's location on the City's north westernmost periphery will result in services being extended further from Fayetteville's water and sewer treatment facilities. This will effectively increase long-term operating and maintenance costs to the City. The school district has not commented on 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 denial of **RZN 17-5991** based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>November 27, 2017</u>	☐ Tabled	☐ Forwarded	☒ Denied
Motion: Hoffman			
Second: Quinlan			
Vote: 8-1-0, Noble voted 'no'.			
CITY COUNCIL ACTION: Required <u>YES</u>			
Date: <u>Tentatively December 19, 2017</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Code of Ordinances
 - o §11-194, Uses Permitted, Ag/SF Res 1 unit/ac
- Unified Development Code:
 - o §161.03, R-A, Residential-Agricultural
 - o §161.07, RSF-4, Residential Single-family, 4 Units per Acre
- Request letter
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

Sec. 11-194. - Uses permitted.

These areas so zoned are designated as agricultural and single-family residential, the latter to have a lot, tract or parcel size of no less than one (1) acre; however, if any city requires a larger size in its subdivision regulations, then the larger size will be controlling.

161.03 - District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities

Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, that any building which exceeds the height of 15 feet shall be setback from any boundary line of any residential district a distance of 1.0 foot for each foot of height in excess of 15 feet. Such setbacks shall be measured from the required setback lines.

(G) *Building area.* None.

161.07 - District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet

Land area per dwelling unit	8,000 square feet	6,000 square feet
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(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	45 feet
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Height Regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses.

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.



SWOPE ENGINEERING

Civil Engineering
3511 SE J Street, Suite 9
Bentonville, AR 72712 479-685-8399

October 17, 2017

City of Fayetteville Planning

125 W Mountain Street
Fayetteville, AR 72701
479.685.8399

**Re: Annexation/Rezone Request
North Weir Road**

To whom it may concern,

Please accept this letter for the referenced issue. The requested annexation is approximately 68.65 acres, located at the NW corner of Weir Road and Ruppel Road. For the written statement required for annexation, see the following items.

- a. The property is contiguous to city property on the south and east sides, thereby creating no islands or peninsulas.
- b. As stated in item (a), this property is contiguous, and adjacent, to city limits.
- c. The referenced property is currently un-developed, and therefore this request does not split subdivisions or neighborhoods.
- d. All boundaries follow natural corridors, as Weir and Ruppel Roads are along city Master Streets.
- e. Low-lands, which are a part of the overall parcel, are included as environmentally-sensitive areas. No specific portions of the property are being excluded.
- f. Public services will be easily able to serve this land, as it lies along two major street corridors.
- g. All areas of this parcel will be annexed, thereby including utilities and public services.
- h. No utility upgrades are required for the proposed development.

For the written statement required for rezone, see the following items.

- a. The current ownership of this property is the McFarland Family Trust.
- b. The requested change to RSF-4 is requested because the property will be annexed as A-1, and our client proposes a subdivision in this location.
- c. The proposed rezoning will allow for additional traffic, however Weir and Ruppel Roads will be upgraded (according to the Master Street Plan) to accommodate. The standard single-family subdivision, which is proposed, will have the appearance of other subdivisions like this throughout the city. The only signage proposed would be a standard entry sign, which is ground-mounted and very limited in height.

- d. Water and sewer services are available nearby, and the required extensions will be made to serve the project, and to the extents of property frontage.
- e. This zoning is entirely consistent with the city's land use plan, and this area is best zoned for single-family residential, like all nearby developments.
- f. The rezoning is justified because of the high demand for this housing product on the market, and because of the availability of street and utility infrastructure that can be extended/upgraded from nearby.
- g. The proposed zoning will somewhat increase traffic, however the city's projections for both Weir and Ruppel Roads were sufficiently planned to accommodate single-family residential throughout this area.
- h. The increase in population density will be minimal, as single-family residential is the least-dense development type possible. No undesirable increase in load on schools or utilities is anticipated.
- i. A-1, agricultural zoning, allows for farm-related activities. Therefore, this site is not practical for farming when single-family housing is in such demand.

Thank you for your consideration on this annexation/rezone request. If you have any questions, or concerns, please let me know.

Regards,



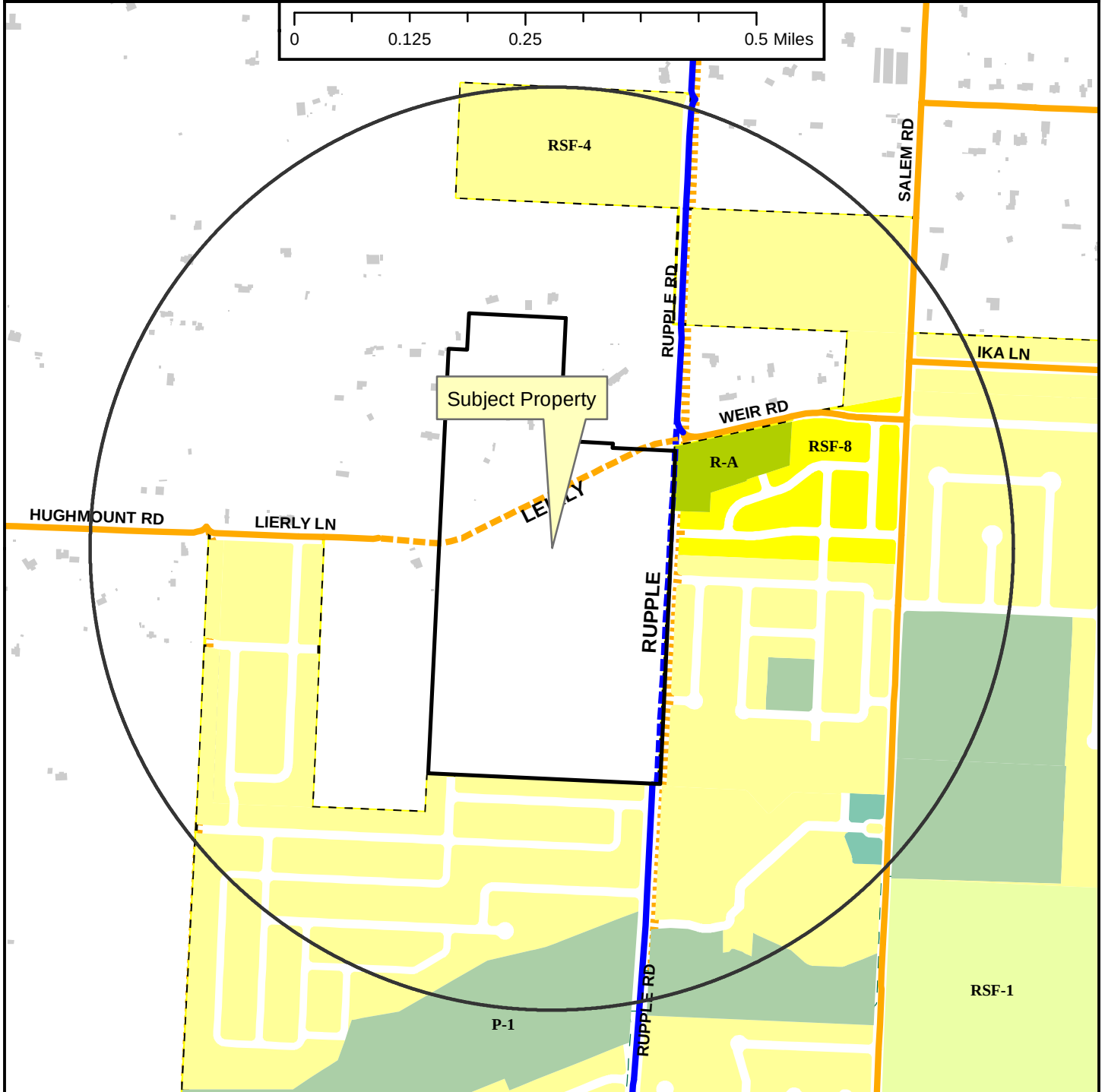
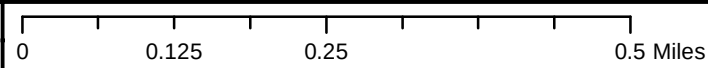
Phil R Swope, PE
President

RZN17-5991

McFARLAND FAMILY TRUST

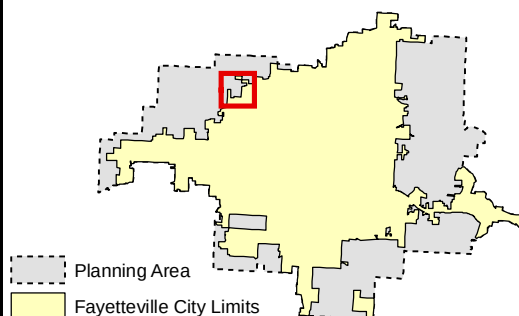


One Mile View



Legend

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

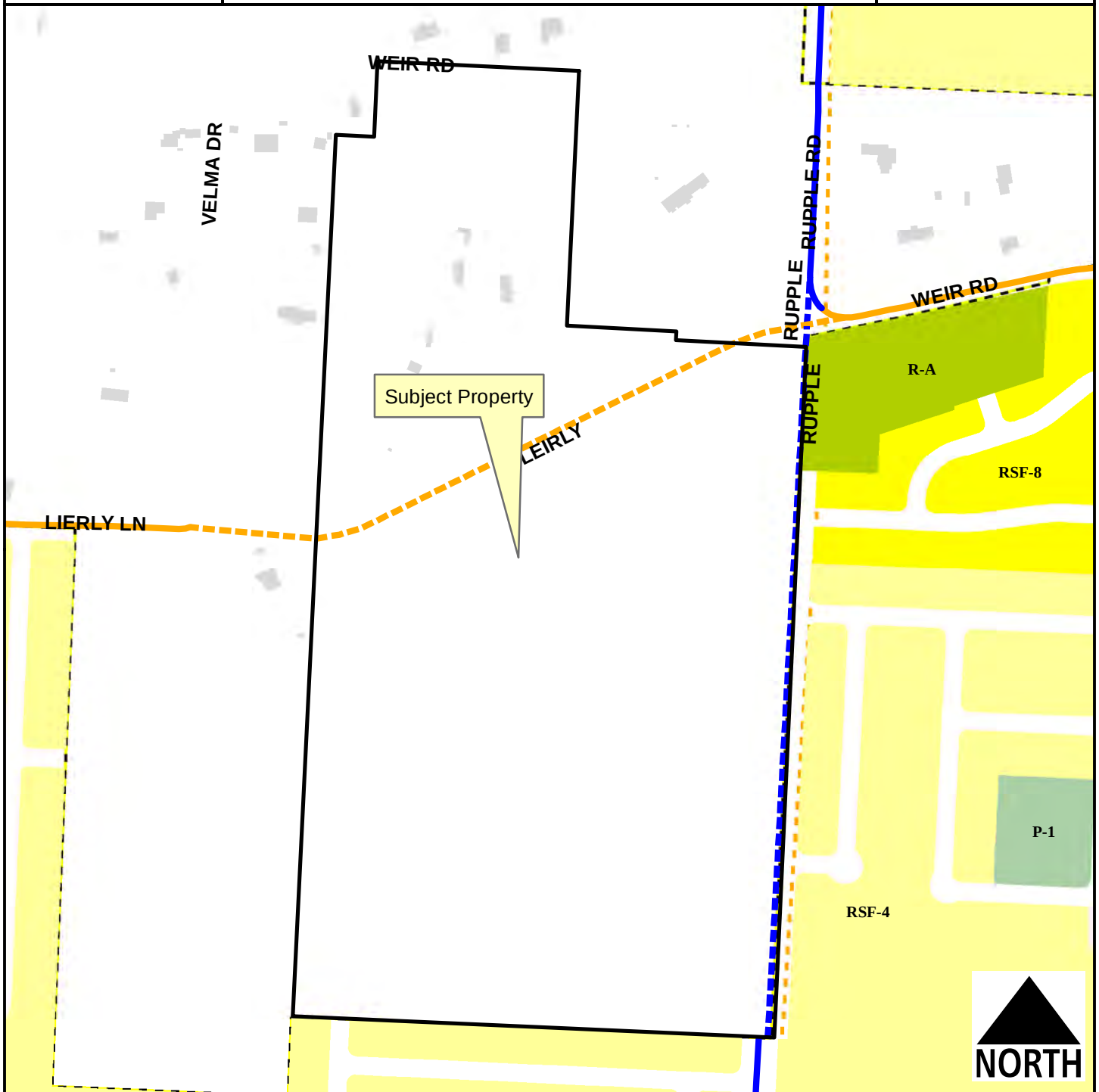


- | | |
|---|--|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-family RMF-6 RMF-12 RMF-18 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Residential-Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential P-1 <p>INSTITUTIONAL</p> |
|---|--|

RZN17-5991

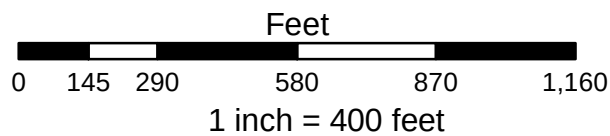
MCFARLAND FAMILY TRUST

Close Up View



Legend

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



- Residential-Agricultural
- RSF-4
- RSF-8
- P-1

RZN17-5991

Current Land Use

McFARLAND FAMILY TRUST



Streets Planned

MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY

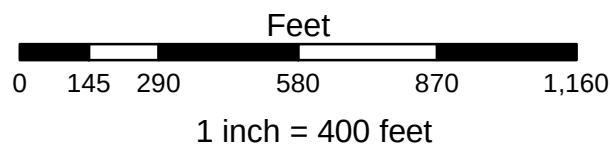
Streets Existing

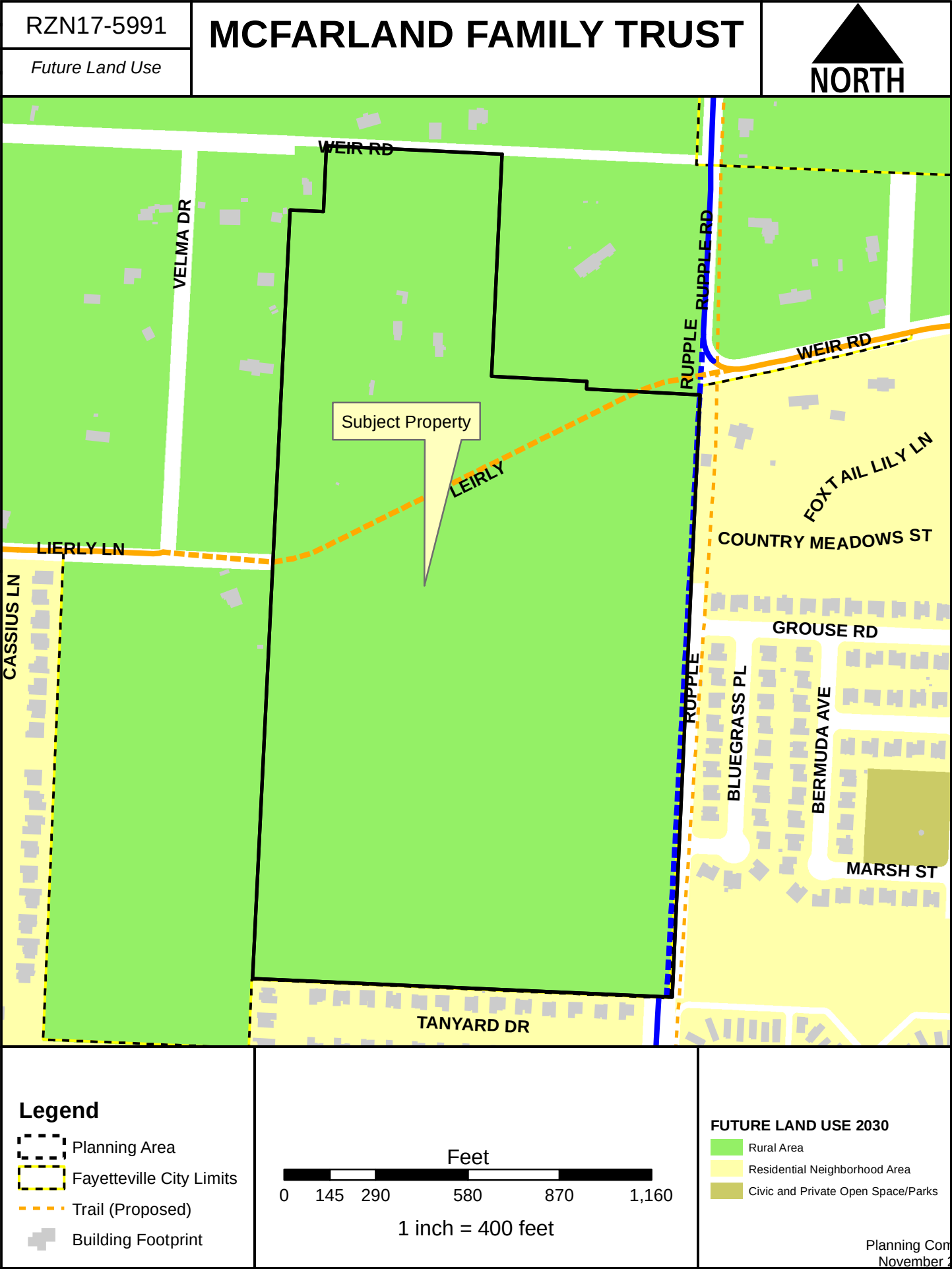
MSP Class

- COLLECTOR
- PRIN ARTERIAL PKWY
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

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: 2017-0677

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 1



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
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Text File

File Number: 2017-0678

Agenda Date: 1/16/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 2

Agenda Session 1-9-18

No changes

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 9, 2018

4:30 PM

City Hall Room 326

City Council Members

*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
Kyle Smith 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.

2017-0772

PUBLIC FACILITIES BOARD APPOINTMENT

Attachments:

PUBLIC FACILITIES BOARD APPOINTMENT

2.

2018-0008

HOUSING AUTHORITY BOARD APPOINTMENT

Attachments:

HOUSING AUTHORITY BOARD APPOINTMENT

3.

2017-0685

PRESENTATION OF THE CITY OF FAYETTEVILLE MARTIN LUTHER
KING BROTHERHOOD AWARD - KIT WILLIAMS

4.

2017-0684

STATE OF THE CITY ADDRESS - MAYOR LIONELD JORDAN

Agenda Additions

A. Consent:

A.1

2018-0010

APPROVAL OF THE JANUARY 2, 2018 CITY COUNCIL MEETING
MINUTES

~~A.2~~ 2017-0752

ESRI, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$50,000.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00 PER YEAR

Attachments: ESRI, INC.

~~A.3~~ 2017-0760

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN EMERGENCY BACKUP GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$127,079.25, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE AT THE GREGG STREET WASTEWATER LIFT STATION

Attachments: J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT

~~A.4~~ 2018-0005

ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON THE LABOR MANAGEMENT TEAM, NARCOTIC OVERDOSE TREATMENT, AND TRAFFIC ENFORCEMENT

Attachments: ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES

~~A.5~~ 2018-0007

BID #17-72 FERRARA FIRE APPARATUS:

A RESOLUTION TO AWARD BID #17-72 AND AUTHORIZE THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER UNIT FROM FERRARA FIRE APPARATUS, INC. IN THE AMOUNT OF \$114,675.00 PLUS APPLICABLE TAXES

Attachments: BID #17-72 FERRARA FIRE APPARATUS

~~A. 6~~ 2017-0770

TRANSPORATION BLOCK GRANT PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID SURFACE TRANSPORATION BLOCK GRANT PROGRAM FUNDS IN THE AMOUNT OF \$350,000.00 TO DESIGN THE WEST HOWARD NICKELL ROAD & HIGHWAY 112 INTERSECTION IMPROVEMENT PROJECT, AND TO APPROVE A CITY MATCH OF \$35,000.00 FOR THE PROJECT

Attachments: TRANSPORATION BLOCK GRANT PROGRAM FUNDS

B. Unfinished Business: None**C. New Business:**~~C. 1~~ 2017-0773

RFP #17-17 RJR ENTERPRISES, INC.:

A RESOLUTION TO AWARD RFP #17-17 AND AUTHORIZE A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$369,846.00 FOR THE CONSTRUCTION OF A SPLASH PAD AND RESTROOMS AT WALKER PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$33,054.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARKLAND DEDICATION FEES IN THE AMOUNT OF \$82,900.00

Attachments: RFP #17-17 RJR ENTERPRISES, INC.:
BA_RFP #17-17 RJR ENTERPRISES, INC.

~~C. 2~~ 2018-0003

ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION OF THE MCFARLAND FAMILY TRUST AND ANNEX 68.65 ACRES ADJOINING AND WEST OF THE PROPOSED NORTHERN EXPANSION OF RUPPLE ROAD

Attachments: ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL

~~C.3~~2018-0004

RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 17-5991 FOR APPROXIMATELY 68.65 ACRES LOCATED WEST OF NORTH RUPPLE ROAD FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE

Attachments:RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL**D. City Council Agenda Session Presentations:**~~D.1~~2017-0677

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

~~D.2~~2017-0678

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

E. City Council Tour:**F. Announcements:****G. Adjournment**

True Agenda Meeting 1-3-18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, January 9, 2018

4:30 PM

City Hall Room 326

City Council Members

Adella Gray Ward 1

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City Attorney Kit Williams

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Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:**✓ 2017-0772**PUBLIC FACILITIES BOARD APPOINTMENT**Attachments: PUBLIC FACILITIES BOARD APPOINTMENT✓ 2018-0008**HOUSING AUTHORITY BOARD APPOINTMENT**Attachments: HOUSING AUTHORITY BOARD APPOINTMENT✓ 2017-0685**PRESENTATION OF THE CITY OF FAYETTEVILLE MARTIN LUTHER KING BROTHERHOOD AWARD - KIT WILLIAMS**✓ 2017-0684**STATE OF THE CITY ADDRESS - MAYOR LIONELD JORDAN****Agenda Additions****A. Consent:**A. 1 2018-0010**APPROVAL OF THE JANUARY 2, 2018 CITY COUNCIL MEETING MINUTES**

✓
A. 22017-0752

ESRI, INC.:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN A THREE-YEAR ENTERPRISE LICENSE AGREEMENT WITH ESRI, INC. IN THE AMOUNT OF \$50,000.00 PER YEAR FOR THE CONTINUED USE OF GEOGRAPHIC INFORMATION SYSTEM SOFTWARE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00 PER YEAR

Attachments: ESRI, INC.

✓
A. 32017-0760

J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT:

A RESOLUTION TO AUTHORIZE THE PURCHASE OF AN EMERGENCY BACKUP GENERATOR FROM J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT IN THE AMOUNT OF \$127,079.25, PURSUANT TO A NATIONAL JOINT POWERS ALLIANCE COOPERATIVE PURCHASING AGREEMENT, FOR USE AT THE GREGG STREET WASTEWATER LIFT STATION

Attachments: J.A. RIGGS TRACTOR COMPANY D/B/A RIGGS CAT

ⓧ
A. 42017-0773

RFP #17-17 RJR ENTERPRISES, INC.:

A RESOLUTION TO AWARD RFP #17-17 AND AUTHORIZE A CONTRACT WITH RJR ENTERPRISES, INC. IN THE AMOUNT OF \$369,846.00 FOR THE CONSTRUCTION OF A SPLASH PAD AND RESTROOMS AT WALKER PARK, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$33,054.00, AND TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING PARKLAND DEDICATION FEES IN THE AMOUNT OF \$82,900.00

Attachments: RFP #17-17 RJR ENTERPRISES, INC.:
BA_RFP #17-17 RJR ENTERPRISES, INC.

✓
A/5 2018-0005

ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES:

A RESOLUTION TO APPROVE FAYETTEVILLE POLICE DEPARTMENT POLICIES ON THE LABOR MANAGEMENT TEAM, NARCOTIC OVERDOSE TREATMENT, AND TRAFFIC ENFORCEMENT

Attachments: ADOPT FAYETTEVILLE POLICE DEPARTMENT POLICIES

✓
A/6 2018-0007

BID #17-72 FERRARA FIRE APPARATUS:

A RESOLUTION TO AWARD BID #17-72 AND AUTHORIZE THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER UNIT FROM FERRARA FIRE APPARATUS, INC. IN THE AMOUNT OF \$114,675.00 PLUS APPLICABLE TAXES

Attachments: BID #17-72 FERRARA FIRE APPARATUS

✓
A/7 2017-0770

TRANSPORATION BLOCK GRANT PROGRAM FUNDS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO APPLY FOR AND UTILIZE FEDERAL-AID SURFACE TRANSPORATION BLOCK GRANT PROGRAM FUNDS IN THE AMOUNT OF \$350,000.00 TO DESIGN THE WEST HOWARD NICKELL ROAD & HIGHWAY 112 INTERSECTION IMPROVEMENT PROJECT, AND TO APPROVE A CITY MATCH OF \$35,000.00 FOR THE PROJECT

Attachments: TRANSPORATION BLOCK GRANT PROGRAM FUNDS

B. Unfinished Business: None

C. New Business:

CV1

2018-0003

ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST)
APPEAL:

AN ORDINANCE TO APPROVE THE ANNEXATION PETITION OF THE
MCFARLAND FAMILY TRUST AND ANNEX 68.65 ACRES ADJOINING
AND WEST OF THE PROPOSED NORTHERN EXPANSION OF RUPPLE
ROAD

Attachments: ANX 17-5990 (NORTH OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL

CV2

2018-0004

RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL:

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN
REZONING PETITION RZN 17-5991 FOR APPROXIMATELY 68.65 ACRES
LOCATED WEST OF NORTH RUPPLE ROAD FROM R-A, RESIDENTIAL
AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS
PER ACRE

Attachments: RZN 17-5991 (N. OF RUPPLE RD./MCFARLAND FAMILY TRUST) APPEAL

D. City Council Agenda Session Presentations:

D.1

2017-0677

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

D.2

2017-0678

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

E. City Council Tour:**F. Announcements:****G. Adjournment**