

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
April 3, 2018**

A meeting of the Fayetteville City Council was held on April 3, 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. Monthly Financial Report - Paul Becker.
2. Advertising and Promotion Commission Appointment - Ching Mong Re-Appointment.

Approved

Agenda Additions

1. RECONSIDER RZN 17-6034 (2468 N. CROSSOVER RD./JONES)

MOTION TO RECONSIDER FAILED DUE TO LACK OF A SECOND

A. Consent:

1. Approval of the March 20, 2018 City Council Meeting Minutes.

Approved

2. **FLYING INVESTMENTS, LLC:** A resolution to approve the agreement for assignment of a ground lease for airport property located at 4564 South School Avenue from Flying Investments, LLC to Walker Flight Services, LLC.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 81-18

3. **ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:** A resolution to authorize acceptance of an Arkansas Department of Aeronautics 80/20 grant in the amount of \$135,900.00 for the Airport Terminal Parking Lot Rehabilitation Project, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 82-18

4. **BID #18-17 GOODWIN & GOODWIN, INC.:** A resolution to award bid #18-17 and authorize a contract with Goodwin & Goodwin, Inc. in the amount of \$292,955.00 for the Dinsmore Trail Water Main Replacement Project, and to approve a project contingency in the amount of \$43,943.25.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 83-18

5. **BID #18-22 INSITUFORM TECHNOLOGIES, LLC:** A resolution to award bid #18-22 and approve a one year contract with Insituform Technologies, Inc. with the option to renew for up to four additional one year terms for as-needed rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 84-18

6. **LAND SALE PROCEEDS (RESOLUTION 78-18):** A resolution to approve a budget adjustment in the amount of \$5,000.00 allocating funds from the sale of city property at the northwest corner of Razorback Road and Sligo Street to the Cato Springs Trail Lighting Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 85-18

7. **RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS:** A resolution to express the willingness of the City of Fayetteville to utilize federal-aid recreational trails program funds for Razorback Regional Greenway - Fulbright Expressway Tunnel Improvements.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 86-18

- 8. GULLEY PARK TRAIL LIGHTING:** A resolution to express the willingness of the City of Fayetteville to utilize federal-aid transportation alternatives program funds in an amount up to \$140,000.00 for lighting of the trail around gulley park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 87-18

- 9. RUPPLE ROAD TRAIL LIGHTING:** A resolution to express the willingness of the City of Fayetteville to utilize federal-aid transportation alternatives program funds in an amount up to \$440,000.00 for lighting of the Ruppel Road Trail from Persimmon Street to Martin Luther King, Jr. Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 88-18

- 10. PARK LAND DEDICATION FUNDS:** A resolution to approve a budget adjustment in the total amount of \$360,000.00 recognizing parkland dedication fees from the northeast, northwest, and southwest park quadrants to be used for a rowing dock with canoe and kayak launch area at Lake Fayetteville, improvements to Gregory Park, and replacement of two trail bridges at Wilson Park.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 89-18

- 11. RFQ 18-01, DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:** A resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers, pursuant to RFQ 18-01, for an update to the 2005 facilities need assessment for the Fayetteville Police Department in the amount of \$19,900.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 90-18

- 12. BID #18-18 PETROLEUM TRADERS CORPORATION:** A resolution to award bid #18-18 and approve a one year contract with Petroleum Traders Corporation for bulk fuel purchases with the option to renew for up to four additional one year terms.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 91-18

B. Unfinished Business: None

C. New Business:

- 1. DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT:** An ordinance to approve the application of Dan G. Daniel, on behalf of Dinosaur Sr., Inc. D/B/A Prairie Street Bar & Taproom for a permit to operate as a private club in the City of Fayetteville at 495 West Prairie Street #103.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6055

2. **VACATION OF A TREE PRESERVATION EASEMENT:** A resolution to approve the vacation and abolishment of the .67-acre tree preservation easement dedicated as part of the large-scale development for the construction of the JD China Restaurant on Martin Luther King Boulevard in 2001.

AT THE APRIL 3, 2018 CITY COUNCIL MEETING THIS RESOLUTION WAS DENIED.

3. **VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):** An ordinance to approve VAC 18-6119 for property located at 2021 E. Mission Boulevard to vacate a portion of a water and sewer right of way grant.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6056

4. **VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):** An ordinance to approve VAC 18-6120 for property located along Nettleship Street between South Graham Avenue and South Razorback Road to vacate a portion of street right-of-way.

AT THE APRIL 3, 2018 CITY COUNCIL MEETING THIS ORDINANCE WAS LEFT ON THE FIRST READ.

5. **ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):** An ordinance to amend the forest hills residential planned zoning district (07-2793) to add use unit 14, hotels, motel, and amusement facilities to the permitted uses within planning area 2.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 6057

6. **WELCOMING FAYETTEVILLE PLAN:** A resolution to approve and adopt The Welcoming Fayetteville Plan.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 92-18

7. **MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:** A resolution to approve the amendment to agreement for legal services with Mitchell Williams Selig Gates & Woodyard PLLC for legal services to the Northwest Arkansas Nutrient Trading Research & Advisory Group with the City of Fayetteville's portion of the fees not to exceed the total amount of \$35,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-18

8. **2018 EMPLOYEE COMPENSATION:** A resolution to approve a budget adjustment in the amount of \$1,800,600.00 to fund the city-wide 2018 employee compensation adjustment, and to approve updated police and fire pay plan grids.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-18

D. City Council Agenda Session Presentations:

1. Agenda Session Presentation - Sales Tax Report, Paul Becker, Chief Financial Officer.
2. Agenda Session Presentation - 2017 Energy and Sustainability Update.
3. Agenda Session Presentation by Greg Weeks and Steve Carpenter and Mark Ascher Providing an Update on Ch2m and Recent Organizational Changes.

E. City Council Tour

F. Announcements

Adjournment: 7:41 p.m.

City Council Meeting:

April 3, 2018

Adjourn: 7:41 pm

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

8-0

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

Subject:	ADVERTISING AND PROMOTION COMMISSION APPOINTMENT - CHING MONG RE-APPOINTMENT				
Motion To:		<i>Approve</i>			
Motion By:		<i>Kinion</i>			
Seconded:		<i>Gray</i>			
<i>Approved</i>	Petty	<i>✓</i>			
	Tennant	<i>absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Mayor Jordan				

7-0

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Gray</i>			
<i>Approved</i> 81-18 91-18	A.1 - A. 12				
	Petty	<i>✓</i>			
	Tennant	<i>absent</i>			
	Bunch	<i>✓</i>			
	La Tour	<i>✓</i>			
	Smith	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Mayor Jordan				

7-0

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

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

Subject:		DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Marsh	Marsh	
Seconded:			Kinion	Kinion	
C. 1 New Business <i>Approved</i> LED55	Petty		Recuse	Recuse	Recuse
	Tennant		Absent	absent	absent
	Bunch		✓	✓	✓
	La Tour		✓	✓	✓
	Smith		✓	✓	✓
	Gray		✓	✓	✓
	Marsh		✓	✓	✓
	Kinion		✓	✓	✓
	Mayor Jordan				

6-0

6-0

6-0

Subject:		VACATION OF A TREE PRESERVATION EASEMENT			
Motion To:			Table 4/17/18	Deny	
Motion By:			La Tour	Kinion	
Seconded:			Bunch	Smith	
C. 2 New Business <i>Denied</i>	Petty		N	✓	
	Tennant		Absent	absent	
	Bunch		✓	✓	
	La Tour		✓	N	
	Smith		N	✓	
	Gray		N	✓	
	Marsh		N	✓	
	Kinion		N	✓	
	Mayor Jordan				

2-5
failed6-1
Denied

Subject:		VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:		Gray	Gray		
Seconded:		La Tour	Smith		
C. 3 New Business <u>Approved</u> 60510	Petty	✓	✓	✓	
	Tennant	absent	absent	absent	
	Bunch	✓	✓	✓	
	La Tour	✓	✓	✓	
	Smith	✓	✓	✓	
	Gray	✓	✓	✓	
	Marsh	✓	✓	✓	
	Kinion	✓	✓	✓	
Mayor Jordan					
		7-0	7-0	7-0	

Subject:		VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW)			
Motion To:		2nd Read	3rd Read	Approve	
Motion By:					
Seconded:					
C. 4 New Business Left on Jury's Reading	Petty				
	Tennant	absent	absent	absent	
	Bunch				
	La Tour				
	Smith				
	Gray				
	Marsh				
	Kinion				
Mayor Jordan					

Subject:		ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND)			
Motion To:			2nd Read	3rd Read	Approve
Motion By:			Petty	Gray	
Seconded:			Marsh	La Tour	
C. 5 New Business <u>Approved</u> 6057	Petty				
	Tennant	absent	absent	absent	
	Bunch				
	La Tour				
	Smith				
	Gray				
	Marsh				
	Kinion				
Mayor Jordan					

7-0

7-0

7-0

Subject:		WELCOMING FAYETTEVILLE PLAN			
Motion To:			Approve		
Motion By:			Marsh		
Seconded:			Smith		
C. 6 New Business <u>Approved</u> 92-18	Petty				
	Tennant	absent			
	Bunch				
	La Tour				
	Smith				
	Gray				
	Marsh				
	Kinion				
Mayor Jordan					

7-0

Subject:	MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Gray			
C. 7 New Business <u>Approved</u> 93-8	Petty	✓			
	Tennant	absent			
	Bunch	✓			
	La Tour	✓			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan				

7-0

Subject:	2018 EMPLOYEE COMPENSATION				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Kinion			
C. 8 New Business <u>Approved</u> 94-8	Petty	✓			
	Tennant	absent			
	Bunch	✓			
	La Tour	✓			
	Smith	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Mayor Jordan				

7-0

City Council Meeting:

April 3, 2018

Subject:	<i>Agenda Addition 265 Reconsider</i>				
Motion To:		<i>Reconsider</i>			
Motion By:		<i>Gray</i>			
Seconded:					
	Petty	<i>No</i>			
	Tennant	<i>Second</i>			
	Bunch				
	La Tour				
	Smith				
	Gray				
	Marsh				
	Kinion				
	Mayor Jordan				

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



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: April 4, 2018

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of April 3, 2018

1. A resolution to approve the agreement for assignment of a ground lease for airport property located at 4564 South School Avenue from Flying Investments, LLC to Walker Flight Services, LLC.
2. A resolution to authorize acceptance of an Arkansas Department of Aeronautics 80/20 Grant in the amount of \$135,900.00 for the airport terminal parking lot rehabilitation project, and to approve a budget adjustment.
3. A resolution to award bid #18-17 and authorize a contract with Goodwin & Goodwin, Inc. in the amount of \$292,955.00 for the Dinsmore Trail water main replacement project, and to approve a project contingency in the amount of \$43,943.25.
4. A resolution to award bid #18-22 and approve a one year contract with Insituform Technologies, Inc. with the option to renew for up to four additional one year terms for as-needed rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.
5. A resolution to approve a budget adjustment in the amount of \$5,000.00 allocating funds from the sale of city property at the northwest corner of Razorback Road and Sligo Street to the Cato Springs Trail lighting project.
6. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid recreational trails program funds for Razorback Regional Greenway - Fulbright Expressway Tunnel improvements.

7. A resolution to express the willingness of the City of Fayetteville to utilize federal-aid transportation alternatives program funds in an amount up to \$440,000.00 for lighting of the Ruppel Road Trail from Persimmon Street to Martin Luther King, Jr. Boulevard.

8. A resolution to approve a budget adjustment in the total amount of \$360,000.00 recognizing parkland dedication fees from the northeast, northwest, and southwest park quadrants to be used for a rowing dock with canoe and kayak launch area at Lake Fayetteville, improvements to Gregory Park, and replacement of two trail bridges at Wilson Park.

9. A resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers, pursuant to RFQ 18-01, for an update to the 2005 facilities need assessment for the Fayetteville Police Department in the amount of \$19,900.00, and to approve a budget adjustment.

10. A resolution to award bid #18-18 and approve a one year contract with Petroleum Traders Corporation for bulk fuel purchases with the option to renew for up to four additional one year terms.

11. An ordinance to approve the application of Dan G. Daniel, on behalf of Dinosaur Sr., Inc. d/b/a Prairie Street Bar & Taproom for a permit to operate as a private club in the City of Fayetteville at 495 west prairie street #103.

12. An ordinance to approve VAC 18-6119 for property located at 2021 E. Mission Boulevard to vacate a portion of a water and sewer right of way grant.

13. An ordinance to amend the Forest Hills Residential Planned Zoning District (07-2793) to add use unit 14, hotels, motels, and amusement facilities to the permitted uses within planning area 2.

14. A resolution to approve and adopt the Welcoming Fayetteville plan.

15. A resolution to approve the amendment to agreement for legal services with Mitchell Williams Selig Gates & Woodyard PLLC for legal services to the Northwest Arkansas Nutrient Trading Research & Advisory Group with the City of Fayetteville's portion of the fees not to exceed the total amount of \$35,000.00.

16. A resolution to approve a budget adjustment in the amount of \$1,800,600.00 to fund the city-wide 2018 employee compensation adjustment, and to approve updated police and fire pay plan grids.

City of Fayetteville, Arkansas

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



City Council Meeting Final Agenda

Tuesday, April 3, 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. [2017-0544](#)**

MONTHLY FINANCIAL REPORT - PAUL BECKER

2. [2018-0197](#)

ADVERTISING AND PROMOTION COMMISSION APPOINTMENT - CHING MONG
RE-APPOINTMENT

Attachments: [ADVERTISING AND PROMOTION APPOINTMENT](#)

Agenda Additions**A. Consent****A. 1 [2018-0015](#)**

APPROVAL OF THE MARCH 20, 2018 CITY COUNCIL MEETING MINUTES

A. 2 [2018-0165](#)**FLYING INVESTMENTS, LLC:**

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND
LEASE FOR AIRPORT PROPERTY LOCATED AT 4564 SOUTH SCHOOL AVENUE
FROM FLYING INVESTMENTS, LLC TO WALKER FLIGHT SERVICES, LLC

Attachments: [FLYING INVESTMENTS, LLC](#)

A. 3 [2018-0171](#)**ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT IN THE AMOUNT OF \$135,900.00 FOR THE AIRPORT TERMINAL PARKING LOT REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT](#)
 [BA ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT](#)

A. 4 [2018-0173](#)**BID #18-17 GOODWIN & GOODWIN, INC.:**

A RESOLUTION TO AWARD BID #18-17 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$292,955.00 FOR THE DINSMORE TRAIL WATER MAIN REPLACEMENT PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$43,943.25

Attachments: [GOODWIN & GOODWIN, INC.](#)

A. 5 [2018-0186](#)**BID #18-22 INSITUFORM TECHNOLOGIES, LLC:**

A RESOLUTION TO AWARD BID #18-22 AND APPROVE A ONE YEAR CONTRACT WITH INSITUFORM TECHNOLOGIES, INC. WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS FOR AS-NEEDED REHABILITATION OF SANITARY SEWER MAINS AND SERVICE CONNECTIONS USING THE CURED-IN-PLACE PIPE METHOD

Attachments: [BID #18-22 INSITUFORM TECHNOLOGIES, LLC](#)

A. 6 [2018-0169](#)**LAND SALE PROCEEDS (RESOLUTION 78-18):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00 ALLOCATING FUNDS FROM THE SALE OF CITY PROPERTY AT THE NORTHWEST CORNER OF RAZORBACK ROAD AND SLIGO STREET TO THE CATO SPRINGS TRAIL LIGHTING PROJECT

Attachments: [LAND SALE PROCEEDS \(RESOLUTION 78-18\)](#)
 [BA LAND SALE PROCEEDS \(RESOLUTION 78-18\)](#)

A. 7 [2018-0174](#)**RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY
TUNNEL IMPROVEMENTS:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS

Attachments: [RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL](#)

A. 8 [2018-0175](#)**GULLEY PARK TRAIL LIGHTING:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$140,000.00 FOR LIGHTING OF THE TRAIL AROUND GULLEY PARK

Attachments: [GULLEY PARK TRAIL LIGHTING](#)

A. 9 [2018-0176](#)**RUPPLE ROAD TRAIL LIGHTING:**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$440,000.00 FOR LIGHTING OF THE RUPPLE ROAD TRAIL FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

Attachments: [RUPPLE ROAD TRAIL LIGHTING](#)

A. 10 [2018-0184](#)**PARK LAND DEDICATION FUNDS:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$360,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST, NORTHWEST, AND SOUTHWEST PARK QUADRANTS TO BE USED FOR A ROWING DOCK WITH CANOE AND KAYAK LAUNCH AREA AT LAKE FAYETTEVILLE, IMPROVEMENTS TO GREGORY PARK, AND REPLACEMENT OF TWO TRAIL BRIDGES AT WILSON PARK

Attachments: [PARK LAND DEDICATION FUNDS](#)
 [BA PARK LAND DEDICATION FUNDS](#)

A. 11 [2018-0170](#)**RFQ 18-01, DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:**

A RESOLUTION TO APPROVE A CONTRACT WITH DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS, PURSUANT TO RFQ 18-01, FOR AN UPDATE TO THE 2005 FACILITIES NEED ASSESSMENT FOR THE FAYETTEVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$19,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEERS](#)
 [BA RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEER](#)

A. 12 [2018-0189](#)**BID #18-18 PETROLEUM TRADERS CORPORATION:**

A RESOLUTION TO AWARD BID #18-18 AND APPROVE A ONE YEAR CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR BULK FUEL PURCHASES WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

Attachments: [BID #18-18 PETROLEUM TRADERS CORPORATION](#)

B. Unfinished Business: None**C. New Business****C. 1** [2018-0152](#)**DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT:**

AN ORDINANCE TO APPROVE THE APPLICATION OF DAN G. DANIEL, ON BEHALF OF DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 495 WEST PRAIRIE STREET #103

Attachments: [DINOSAUR SR., INC. DBA PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT](#)

C. 2 [2018-0188](#)**VACATION OF A TREE PRESERVATION EASEMENT:**

A RESOLUTION TO APPROVE THE VACATION AND ABOLISHMENT OF THE .67 ACRE TREE PRESERVATION EASEMENT DEDICATED AS PART OF THE LARGE SCALE DEVELOPMENT FOR THE CONSTRUCTION OF THE JD CHINA RESTAURANT ON MARTIN LUTHER KING BOULEVARD IN 2001

Attachments: [VACATION OF A TREE PRESERVATION EASEMENT](#)

C. 3 [2018-0177](#)**VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):**

AN ORDINANCE TO APPROVE VAC 18-6119 FOR PROPERTY LOCATED AT 2021 E. MISSION BOULEVARD TO VACATE A PORTION OF A WATER AND SEWER RIGHT OF WAY GRANT

Attachments: [VAC 18-6119 \(2021 E. MISSION BLVD./MISSION HEIGHTS\):](#)

C. 4 [2018-0179](#)**VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):**

AN ORDINANCE TO APPROVE VAC 18-6120 FOR PROPERTY LOCATED ALONG NETTLESHIP STREET BETWEEN SOUTH GRAHAM AVENUE AND SOUTH RAZORBACK ROAD TO VACATE A PORTION OF STREET RIGHT-OF-WAY

Attachments: [VAC 18-6120 \(NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW\)](#)

C. 5 [2018-0180](#)**ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):**

AN ORDINANCE TO AMEND THE FOREST HILLS RESIDENTIAL PLANNED ZONING DISTRICT (07-2793) TO ADD USE UNIT 14, HOTELS, MOTEL, AND AMUSEMENT FACILITIES TO THE PERMITTED USES WITHIN PLANNING AREA 2

Attachments: [ADM 18-6123 \(751 N. SALEM RD./FOREST HILLS PZD AMEND.\)](#)

C. 6 [2018-0190](#)**WELCOMING FAYETTEVILLE PLAN:**

A RESOLUTION TO APPROVE AND ADOPT THE WELCOMING FAYETTEVILLE PLAN

Attachments: [WELCOMING FAYETTEVILLE PLAN](#)

C. 7 [2018-0185](#)**MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:**

A RESOLUTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC FOR LEGAL SERVICES TO THE NORTHWEST ARKANSAS NUTRIENT TRADING RESEARCH & ADVISORY GROUP WITH THE CITY OF FAYETTEVILLE'S PORTION OF THE FEES NOT TO EXCEED THE TOTAL AMOUNT OF \$35,000.00

Attachments: [MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD](#)

C. 8 [2018-0191](#)**2018 EMPLOYEE COMPENSATION:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,800,600.00 TO FUND THE CITY-WIDE 2018 EMPLOYEE COMPENSATION ADJUSTMENT, AND TO APPROVE UPDATED POLICE AND FIRE PAY PLAN GRIDS

Attachments: [2018 EMPLOYEE COMPENSATION](#)
 [BA 2018 EMPLOYEE COMPENSATION](#)

D. City Council Agenda Session Presentations**D. 1** [2018-0194](#)

AGENDA SESSION PRESENTATION - SALES TAX REPORT, PAUL BECKER, CHIEF FINANCIAL OFFICER

D. 2 [2018-0141](#)

AGENDA SESSION PRESENTATION - 2017 ENERGY AND SUSTAINABILITY UPDATE

D. 3 [2018-0157](#)

AGENDA SESSION PRESENTATION BY GREG WEEKS AND STEVE CARPENTER AND MARK ASCHER PROVIDING AN UPDATE ON CH2M AND RECENT ORGANIZATIONAL CHANGES

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
March 20, 2018**

A meeting of the Fayetteville City Council was held on March 20, 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, Sarah Bunch, John La Tour, Kyle Smith, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Absent: Council Member Justin Tennant

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

Nominating Committee Report and Housing Authority Board Resident Appointment - Debra Humphrey

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

A copy of the report is attached.

Mayor Jordan gave the public an opportunity to comment on the appointments recommended. No one came forward to speak.

Council Member Marsh moved to approve the Nominating Committee Report. Council Member Smith seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

Fayetteville Mobility Plan - Final Report Presentation and Draft Implementation Strategy

Chris Brown, City Engineer stated two years ago the City entered into a contract with Nelson/Nygaard Consulting to develop a transportation master plan. He spoke about the many community outreach workshops organized to inform the public. He stated city staff has been working on metrics the last couple of days and is looking for feedback.

Jeff Tumlin, Nelson/Nygaard presented the Final Report providing a brief overview of the state of transportation and mobility in the city. He spoke about outreach efforts to the public requesting to know the public's values, what should be invested in, and how resources could be allocated to achieve their goals. He spoke about data for travel patterns, missing links in the pedestrian network, and missing links that could unlock opportunities for children to walk to school. He spoke about roadway connections. He spoke about the city's street grid to create a more sophisticated design. He spoke about performance metrics. He spoke about gap closures for each mode of transportation. He stated they are recommending that the city start to develop a multi-year maintenance and capital budgeting approach.

Chris Brown stated the report is done and all the work is done. He stated they are not done with implementing recommendations and will work on that in the upcoming months. He stated there is still a lot of work to be done as the city looks toward a future bond issue.

Council Member Petty: What do you believe is our biggest weakness as a city as we try to implement this? What would stop it from being successful, even if we agreed with every part of it?

Jeff Tumlin: If the public disagreed with you, that would stop it. Potentially, the greatest weakness is the ongoing trust building and education with the public. Your implementation strategy is reflective of their values.

Mayor Jordan: We want to cover all the ages in this city in the transportation plan. There are a lot of folks that can't walk the trails and would like to have access. We don't want to exclude them from this transportation plan. How high is that on the list?

Jeff Tumlin spoke about the plan's equity section on low income children, access for older adults, and people with disabilities. He stated projects could be resorted.

A discussion followed about the public's involvement in providing input.

Don Marr, Chief of Staff spoke about the items being evenly weighted across the 21 points, but City Council could designate the items differently if they choose too.

Jeff Tumlin spoke about the items based on the publics' input of priorities.

Mayor Jordan: How many people participated in the input sessions?

Jeff Tumlin: We had many thousands of individual comments. At each round of public comment there were between 250 to 500 people that participated. Three rounds in public, plus multiple rounds of online survey and a variety of other means.

Council Member La Tour: I am concerned about personal freedom and liberty. If you had an unlimited budget here in Fayetteville, what would you do? How would you change our existing street and sidewalk grid?

Jeff Tumlin: That shouldn't be up to me. Transportation investments are an investment strategy to achieve a lot of larger goals. Mobility in and of itself isn't a public good. It helps you to achieve your health and economic development goals. It's up to local values about how to prioritize those. Looking at the data, my recommendation is that there's a lot of opportunity to unlock previous investments by focusing on several small gap closures. For a couple of big projects, there's an opportunity to build upon Fayetteville's unique economic base by transforming parts of the city that are seeing declining values and aren't supporting the current economy.

Council Member La Tour: I don't want to adopt a new program that would force people a square peg in a round hole. Some people might be happy to drive their car to work and I don't want them to feel guilty about that.

Jeff Tumlin: Absolutely, not. It was clear in public comments that nobody wanted to force anyone out of their car. It was also clear there was an interest in more choices and safer choices for all residents. There was recognition it might be more cost effective to invest in providing opportunities for some people to walk, bike or take transit.

Council Member La Tour spoke about the elderly, cost of parking, and inclusion of all citizens.

Council Member Bunch stated if we could reduce traffic, the number of trips driven by 10%, it would make a huge difference, which is through multi module transportation.

Don Marr thanked Jeff Tumlin for his efforts.

Agenda Additions: None

Consent:

Approval of the March 6, 2018 City Council Meeting Minutes.

Approved

MSI Consulting Group, LLC: A resolution to authorize the purchase of annual software maintenance from MSI Consulting Group, LLC for Virtual Justice software used by the District Court, Police Department and the City Prosecutor Division in the amount of \$21,600.00 plus applicable taxes, and to approve a 5% project contingency in the event additional licenses are needed.

Resolution 79-18 as recorded in the office of the City Clerk

Continuous Process Improvement Training: A resolution to authorize a contract with Northwest Arkansas Community College for a continuous process improvement training program for Development Services Department staff in an amount not to exceed \$40,000.00, and to approve a budget adjustment.

Resolution 80-18 as recorded in the office of the City Clerk

Council Member Marsh moved to accept the Consent Agenda as read. Council Member Gray seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

Unfinished Business:

RZN 17-6034 (2468 N. Crossover Rd./Jones): An ordinance to rezone that property described in rezoning petition RZN 17-6034 for approximately 4.40 acres located at 2468 North Crossover Road from RSF-2, Residential Single Family, 2 units per acre to NS-L, Neighborhood Services-Limited. *This ordinance was left on the first reading at the February 6, 2018 City Council meeting. This ordinance was left on the second reading at the February 20, 2018 City Council meeting. At the March 6, 2018 City Council meeting this ordinance was tabled to the March 20, 2018 City Council meeting.*

Mayor Jordan: Is there anything new to add?

Garner Stoll, Development Services Director: No, Mayor.

Jerry Jones, Applicant spoke about all the marketing efforts attempted to promote the sale of lots in Lynnwood Estates. He stated at the last City Council meeting his item was tabled to allow interested residential buyers to come forward and no one has come forward. He believes it shows no one wants to build a residence on Crossover Road. He stated city staff and Planning Commission agree that NS-L is a good rezone request. He requested City Councils support.

Paul Henry, 2885 East Township spoke about traffic concerns and safety. He believes there would be a side effect of spot zoning. He spoke against the ordinance.

Ted Wade, 2863 East Township stated there is a lot of commercial property available to lease in Fayetteville. He stated adding commercial space for the sake of creating an opportunity to sell land doesn't fit with the right thing to do. He spoke about one-bedroom apartments being available for citizens. He spoke about safety and traffic flow concerns. He spoke about property value concerns and people coming down his private driveway.

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

Ordinance 6047 as Recorded in the office of the City Clerk

Amend §74.01 Application Of Regulations: An ordinance to amend §74.01 **Application Of Regulations** to add a definition of roadway. *This ordinance was left on the first reading at the March 6, 2018 City Council meeting.*

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

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: Council Member Gray requested me to provide a Section 2, which would limit the highest fine for improperly being in the roadway to \$25.

Mayor Jordan: This would be an amendment?

City Attorney Kit Williams: Yes.

Council Member La Tour: If we don't adopt the amendment, what is the fine?

City Attorney Kit Williams: The potential fine, it's always not more than and the penalty for subsections which do not have a fine already stated, would be up to \$500.

Council Member La Tour: If our objective is to move people away from the medians for public safety and someone is making money by being on the median, they may see the fine as a cost of doing business. Our fine has to be sufficiently large, not to damage anyone, but give everyone an incentive to stay out of harm's way. We want to protect pedestrians and citizens in moving vehicles from a traumatic experience.

City Attorney Kit Williams: Council Member Gray and I think a \$25 fine is quite sufficient. If somebody starts getting fines and continues to stay out there, then we can address that as it occurs. If that happens, then City Council can decide if they want to change the fine. This is a safety issue. We want to protect people who are endangering themselves and others by crossing traffic and being in a median not designed for pedestrians. Police Officers are not going to impose this harshly on anyone. It always goes to the court and the court would never have imposed a \$500 fine. It shows good faith on the City Councils' part to limit the fine to \$25.

Lorraine O'Neal, 2070 East Spinel Link stated that a \$25 penalty is insufficient. She spoke about the way the public would be notified of the fee for standing in the median.

Rob Qualls, 2140 Jonquil stated he represents a Civil Rights organization called, For Fayetteville. He stated he's in favor of lowering the fine, but if someone is in real need, \$25 is still quite a bit. He spoke about warnings.

Greg Tabor, Chief of Police: Any time a new ordinance goes into effect, we give a 30-day grace period from the time the ordinance goes into effect.

City Attorney Kit Williams: You would be giving them warnings or advice, but not actual tickets?

Greg Tabor: Correct.

Don Marr, Chief of Staff spoke about discretion.

City Attorney Kit Williams spoke about doing warnings administratively. He stated by reducing the fine to \$25 it sends out a good message that the city isn't trying to be punitive, but instead are trying to look out for the safety of all.

Council Member Marsh: In the amendment language it says, shall be fined not more than \$25. I believe that gives some allowance for a smaller fine or no fine as appropriate. I am comfortable with that language. We can change this ordinance in the future if the need arises.

Council Member Bunch: I like the smaller fine. I wondered if the, shall be fined not more, does that include if someone gets a fine and doesn't pay it? For example, if I get a parking ticket and I don't pay it in a certain amount of time, then it goes up in price. Does it go up in price in this case?

City Attorney Kit Williams: That penalty provision in parking is written into the code. If you don't pay a fine then that's another offense. It can increase if someone doesn't follow the law and refuses to pay the fine. This is not more than \$25 and I thought a much lower ceiling made more sense.

Council Member Gray moved to amend §74.99 Penalty of Chapter 74 by enacting a new (C), Whoever violates §74.03, §74.04 or §74.05 shall be fined not more than \$25. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion,

Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

Rob Qualls, 2140 Jonquil stated he disagrees with the solution being proposed. He spoke about signage being helpful. He is concerned about the notification process. He requested the item to be delayed allowing for the systems to be in place before the ordinance takes effect.

Mayor Jordan: You want to hold this until we contact the state?

Rob Qualls: Yes, sir.

Mayor Jordan: I would have to go to the state and see if they would give us permission for signage. They could say, no.

City Attorney Kit Williams: We didn't put an emergency clause on this. Therefore, the ordinance doesn't go into effect for 31 days after it is passed. Then you would have an additional 30 days to giving warnings and educating the public. This is a 60-day hold built into it before any tickets are going to be written.

Mayor Jordan: I'll find out something from the state in the next few days.

Council Member Petty: I'm appreciative of staff and the research they've done for the suggestions that came from the community. This ordinance is about safety and not about panhandling. We are not doing anything to keep people from panhandling on the corners of intersections. This is only talking about the middle of the roadways. This will impact people who are struggling more than it will impact other people in the community. I hope the state allows us to do some of these things in the middle of the roadway, but even if they don't, I hope we will still implement programs in other places in town to help the least fortunate. I trust the city will be lenient with fines.

Mayor Jordan: We can put signs up on a city street. Is that right, Kit?

City Attorney Kit Williams: That is correct.

Council Member Petty 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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

Greg Tabor, Chief of Police: I want everyone to know the Fayetteville Police Department is very compassionate. It is not our goal to write tickets. I have many examples the public never hears about where an officer takes money out of their own pocket to buy food or diapers for people who are in need. A gentleman had his guitar stolen and officers bought him a guitar so he could continue

to make his living. If someone is standing in the median we are going to inform them of the law. If they are truly in need, we are going to do everything we can to help them.

Don Marr, Chief of Staff: The staff took concern with people thinking we would target a vulnerable group. This administration has gone from zero to over \$600,000 of funding for the needy. In these locations, take the panhandler away, and put a 12-year-old child selling Girl Scout cookies there. We wouldn't want anyone doing this because of the safety concerns. We are also concerned about the mental wellbeing of the person or family who hits a pedestrian in these areas.

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

Ordinance 6048 as Recorded in the office of the City Clerk

New Business:

VAC 18-6142 (1898 E. Mission Blvd./Whistler Woods SD): An ordinance to approve VAC 18-6142 for property located at 1898 E. Mission Boulevard to vacate a portion of a water and sewer right of way grant.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. Planning Commission and staff are in favor of the request.

Council Member La Tour 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 Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6049 as Recorded in the office of the City Clerk

RZN 18-6086 (834 W. North St./Pierce Trust): An ordinance to rezone that property described in rezoning petition RZN 18-6086 for approximately 0.41 acres located at 834 West North Street from R-O, Residential Office to RSF-24, Residential Multi Family, 24 units per acre.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. Planning Commission and staff are in favor of the request.

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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

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 Smith seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6050 as Recorded in the office of the City Clerk

RZN 18-6092 (306 S. College Ave./Southern Bros. Const.) An ordinance to rezone that property described in rezoning petition RZN 18-6092 for approximately 0.23 acres located at 306 South College Avenue from NC, Neighborhood Conservation to RSF-18, Residential Single Family, 18 units per acre.

Garner Stoll, Development Services Director gave a brief description of the ordinance. Planning Commission and staff are in favor of the request.

Council Member Marsh: I have heard no feedback from the community.

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

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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6051 as Recorded in the office of the City Clerk

VAC 18-6097 (W. of Beechwood Ave. & 15th St./Barrett Dev. Group): An ordinance to approve VAC 18-6097 for property located west of Beechwood Avenue and 15th Street to vacate a portion of a utility easement.

City Attorney Kit Williams read the ordinance.

Garner Stoll, Development Services Director gave a brief description of the ordinance. Planning Commission and staff are in favor of the request.

Mayor Jordan: It's by apartments?

Garner Stoll: There are apartments. This vacation is where there's a single-family home planned.

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

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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6052 as Recorded in the office of the City Clerk

Amend §111.04 Application For Permits: An ordinance to amend §111.04 **Application For Permits** in Chapter 11 Alcoholic Beverages.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: We believe the best thing to do is to start this application with the Police Department, which is what this will do. It will require the applicant to provide what they are proposing to the state Alcoholic Beverage Commission. All the questions that they have to answer for the state we will be able to see ahead of time. It will then be presented to the City Council to decide if it is a quality application. Once passed by the City Council, then they can go to the state. Once they go to the state and get it passed, it comes back here to automatically get their city permit issued. Before this law, you didn't have to see any of these.

Council Member Petty: When somebody goes through this process, would it be a resolution or an ordinance to approve their permit?

City Attorney Kit Williams: Act 1112 said an ordinance, but I'll look at that again. I'm pretty sure it does require an ordinance.

Council Member Petty: On the off chance it says resolution, I would like these to go on the Consent agenda.

City Attorney Kit Williams: It does say Act 1112, by ordinance.

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 Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

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 Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6053 as Recorded in the office of the City Clerk

Amend §154.03 Private Parties/Zoning Amendment (A) Petition: An ordinance to amend §154.03 Private Parties/Zoning Amendment (A) *Petition*.

Mayor Jordan: Kit, do you have an amended version?

City Attorney Kit Williams: Yes. Garner Stoll and Andrew Garner pointed out that a change is probably warranted. It would be to amend that a signed Certificate of Mailing must be provided. It should not have to be provided with the actual application. It should be provided before the Planning Commission can hear any application.

Garner Stoll, Development Services Director The previous ordinance was workable, but this clarifies that the first three are required before we take the application. The fourth requirement, which is a certification that the surrounding property owners have been notified is required before we can place it on the Planning Commission's agenda.

Council Member Marsh moved to amend, Prior to the Planning Commission's consideration, the applicant must furnish the Planning Department a signed Certificate of Mailing to notify all adjacent property owners of the requested rezoning. Council Member Smith seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

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 Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Members Kinion, Petty, Bunch, La Tour, Smith, Gray, and Marsh voting yes. Council Member Tennant was absent.

City Attorney Kit Williams read the ordinance.

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

Ordinance 6054 as Recorded in the office of the City Clerk

Announcements:

City Attorney Kit Williams: Yesterday, city staff and I met with the Downtown Parking District. They have all served for a long time. We are going to have to reappoint them quickly so they get within their terms again. Their longtime Chairman, Lamar Pettus has sold his property and can no longer serve once his replacement has been chosen. The other two members have served a long time. It's difficult sometimes to get people to serve because you must be a landowner in the district. I don't think City Council has ever interviewed them before because it's an improvement district and not a city committee. I told them I would ask if it would be possible that you would not have to interview the two that would like to serve again. There will be a third person. They will all submit a petition as required by state law. It is an appointment by the City Council. You could insist on interviewing them if you want, but it is a very small area of people who could serve. It's more difficult to get people to serve than trying to keep people away from serving. Please think about it and let me know at Agenda Session if it's satisfactory with you or not.

Don Marr, Chief of Staff: Asphalt work will be causing street closures in the Downtown Square area this week. The information is on the city website.

A year ago, the Council asked that we work closely with the University of Arkansas when firework notifications were going to be made. The list of dates can be viewed on the city website.

On March 21, 2018 at the Town Center from 3:00 p.m. to 5:00 p.m. there will be an event called, Progress in Print. The City of Fayetteville's Community Resources Division is hosting this event as a way of highlighting the variety of programs funded by the federal CDBG program. The event is free.

The Bulky Waste cleanup dates can be viewed on the city website.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 7:15 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

Fayetteville Police Department Regular Stipulations to Private Club Applications

The Fayetteville Police Department approves of this private club application with the following stipulations:

1. The business owner and business manager shall comply with all City of Fayetteville and Arkansas Alcohol Beverage Control (ABC) permitting regulations.
2. The business owner or business manager shall contact the Fayetteville Police Department's Community Oriented Policing Division to schedule training for their staff to properly identify fraudulent ID's.
3. It is recommended that the business owner and business manager research different phone apps or programs to assist their employees in identifying fraudulent ID's.
4. A multi-camera Surveillance system must be installed on the inside of the business to provide video surveillance of the main entrance/exit, bar area and registers.
5. The business owner and business manager shall provide a "good neighbor" policy to surrounding businesses and residents of the private club.
6. The private club representative who holds the ABC alcohol permit shall obtain the minimum training requirements as a Private Security Officer (PSO) as defined in Arkansas Code Annotated 17-40-208. Upon completing the training, the private club representative shall receive a PSO training certificate. Anytime the ABC permit holder changes and a new ABC application for a "Change of Manager / Additional Stockholder(s) / Partner(s)" is completed, the newly approved ABC permit holder shall obtain the Private Security Officer training and certification as outlined in A.C.A. 17-40-208. The applicant will contact the Fayetteville Police Department's Special Events Division supervisor at 479-575-8350 to obtain additional information to complete this training.
7. Upon completion of the required PSO training, the private club ABC permit holder shall provide a copy of their PSO training certificate to the Fayetteville Police Department's Special Events Division supervisor.

Smith, Lorinda

From: Pennington, Blake
Sent: Tuesday, May 01, 2018 8:59 AM
To: Smith, Lorinda
Cc: CityClerk
Subject: FW: Prairie St. Bar & Tap
Attachments: Private Club Stipulations 4-30-2018.doc

Could you please add this as additional information to the Dinosaur Sr d/b/a Prairie Street Bar & Tap packet?

Thank you,

Blake

From: Tabor, Greg
Sent: Tuesday, May 01, 2018 8:44 AM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Prairie St. Bar & Tap

Blake,

Here are the stipulations that were in the Laserfiche packet. We amended #6 to talk about getting the training and a certificate instead of a state PSO license. Please let me know if you need anything else. Sammy and Dan seem to be calling a lot of people about this. If they have further questions the best person for them to talk with is Sgt. Mackey. Thanks, Greg

From: Pennington, Blake
Sent: Friday, April 27, 2018 9:49 AM
To: Tabor, Greg <gtabor@fayetteville-ar.gov>
Subject: Prairie St. Bar & Tap

Chief,

I got a call this morning from Dan Daniel and Sammy Stephenson who are owners/managers of the Prairie St. Bar & Tap. They were a little concerned about the security training condition you asked them to fulfill and wanted to make sure that: 1) it was in writing so they were clear on the condition; and 2) that it could be added to the ordinance packet since the comment you made was about becoming a certified Private Security Officer.

Dan said you told him that the Phase I training would be sufficient – I'm not sure what all that entails but it would be fair to update the ordinance packet with an addendum clarifying that requirement. Is this something that's generally required for a bar to get its license?

Thanks,

Blake

--

Blake E. Pennington
Assistant City Attorney



**THE WELCOMING
FAYETTEVILLE PLAN**
FOR A MORE INCLUSIVE,
INTEGRATED COMMUNITY

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“MAYOR'S MESSAGE

*I've always believed in an open heart, open door and open mind, and I see this plan as an extension of those values. When new Americans arrive in Fayetteville, they face barriers that are unique and, sometimes, complicated. It's up to us to evaluate and ask ourselves, "Are we really doing everything we can to make Fayetteville a place that's easy for **everyone** to call home?" Most of all, no matter the color of your skin, where you're from, who you love, or your religious beliefs, know that we welcome you here in Fayetteville. Today and every day.*

LIONELD JORDAN
Mayor, City of Fayetteville



WELCOME

[wel-kuh m] verb

: to greet (someone) in a warm and friendly manner

INTRODUCTION

Take a walk around the downtown square during a Saturday farmers' market, or a stroll through campus or the public library, and you'll see Fayetteville's heart: a passionate community that cares deeply about equality, involvement, and creating a strong sense of place.

As a natural extension of Fayetteville's values and hospitality, the City has created a deliberate plan to welcome new Americans to our community. We are proud of this City's diversity and distinctiveness, and we think it's time to encourage growth through intentional efforts that support integration and inclusion. When new Americans arrive in our City, we want them to do more than just survive – we want to see them thrive and flourish in our community and in their neighborhoods. And we want to do this to create increasing diversity in our community.

Over the last decade, the City of Fayetteville has made great strides in its efforts to be a City for all people. Under the leadership of Mayor Lioneld Jordan, the City regularly acknowledges and celebrates women, LGBT people, indigenous people, immigrant heritage, black history, and many others. In 2015, the City passed a civil rights ordinance, which extends federal and state protections regarding discrimination to lesbian, gay, bisexual and transgender citizens and visitors.

While Fayetteville's foreign-born population is small compared to that of the metro area, it plays an important role in the region's diversity as the home to the University of Arkansas. The City's foreign-born population sits at 7.1 percent, according to the 2016 American Community Survey, and we see this fact as an opportunity for significant growth in the coming years.

This welcoming plan outlines 25 recommendations for action in three categories based on research done in the region and state, discussions with dozens of stakeholders in key sectors, an online survey, and five public input sessions with community members from all backgrounds. These recommendations address areas for improvement in the following sectors:

- Learning, teaching, education
- Community, culture, arts
- Health, transportation, housing
- Government and policy
- Business and economic development

THE WHY

It was in the fall of 2016 that Mayor Jordan was first introduced to the Welcoming City concept. He and other Northwest Arkansas mayors met with the Northwest Arkansas Council to discuss a report on the economic impact of new Americans in the region, *Global Talent: The Economic Engine of Northwest Arkansas*. The study highlights how new Americans make significant contributions to the economy “by starting new businesses that create local jobs, supporting the workforce of the region’s key industries, buying homes, and paying taxes.”¹ Also in late 2016, Canopy NWA - the region’s nonprofit agency for refugee resettlement and support - welcomed its first family.

After that initial meeting, the group convened again to discuss the opportunity for Northwest Arkansas municipalities, chambers of commerce, and stakeholders to work together on a larger, regional welcoming effort. In June 2017, the Northwest Arkansas Council established WelcomeNWA, which is working to develop a plan to advance inclusion of all members of the regional community.

Fayetteville has joined Welcoming America, the national organization that leads these efforts, as the first designated Welcoming City in Arkansas. More than 100 local governments and nonprofit organizations around the country have joined the Welcoming America network. Fayetteville is also working with the WelcomeNWA office on the regional inclusion effort. The Northwest Arkansas collaboration will put Arkansas in the spotlight at a national level, demonstrating Fayetteville and other communities are leaders in this effort.

We know there’s a significant positive economic impact when new Americans are fully integrated and included in the communities in which they live and work, but these efforts also go beyond developing the economy. There is value in the cultural diversity that new Americans bring to our schools and our workplaces. We all benefit from engaging conversations and experiences with people whose backgrounds differ from ours, and this leads to better problem solving skills, more open minds, and the ability “to navigate adulthood in an increasingly diverse society - a skill that employers value.”²

Ultimately, these efforts help “us work together to make sure that all of us - white, black, Christian, Muslim, or any faith - are part of making a community a great place to live. By giving each person an equal opportunity to contribute, it makes the entire community stronger.”³

Census data reveal that the Northwest Arkansas region has experienced significant demographic changes in recent decades. In 2000, 6.9 percent of the region’s population was foreign-born. Today, 11.2 percent of the region is foreign-born. Additionally, in 1990, nearly 96 percent of the population was white and 1.3 percent was Hispanic/Latino.⁴ Today, 73 percent of the population is white and 16 percent is Hispanic/Latino.⁵ Projections show the region’s population becoming even more diverse in coming years.

Simply put: We are growing and changing. Most of all, we are embracing these changes with intention.

PUBLIC INPUT

Language was noted by survey respondents as the **top barrier** for new Americans in Fayetteville

Five public input sessions were held at the:

FARMERS MARKET

PUBLIC LIBRARY

HISPANIC

HERITAGE

FESTIVAL

CITY HALL LOBBY

UNIVERSITY

OF ARKANSAS

STUDENT UNION

COURTYARD



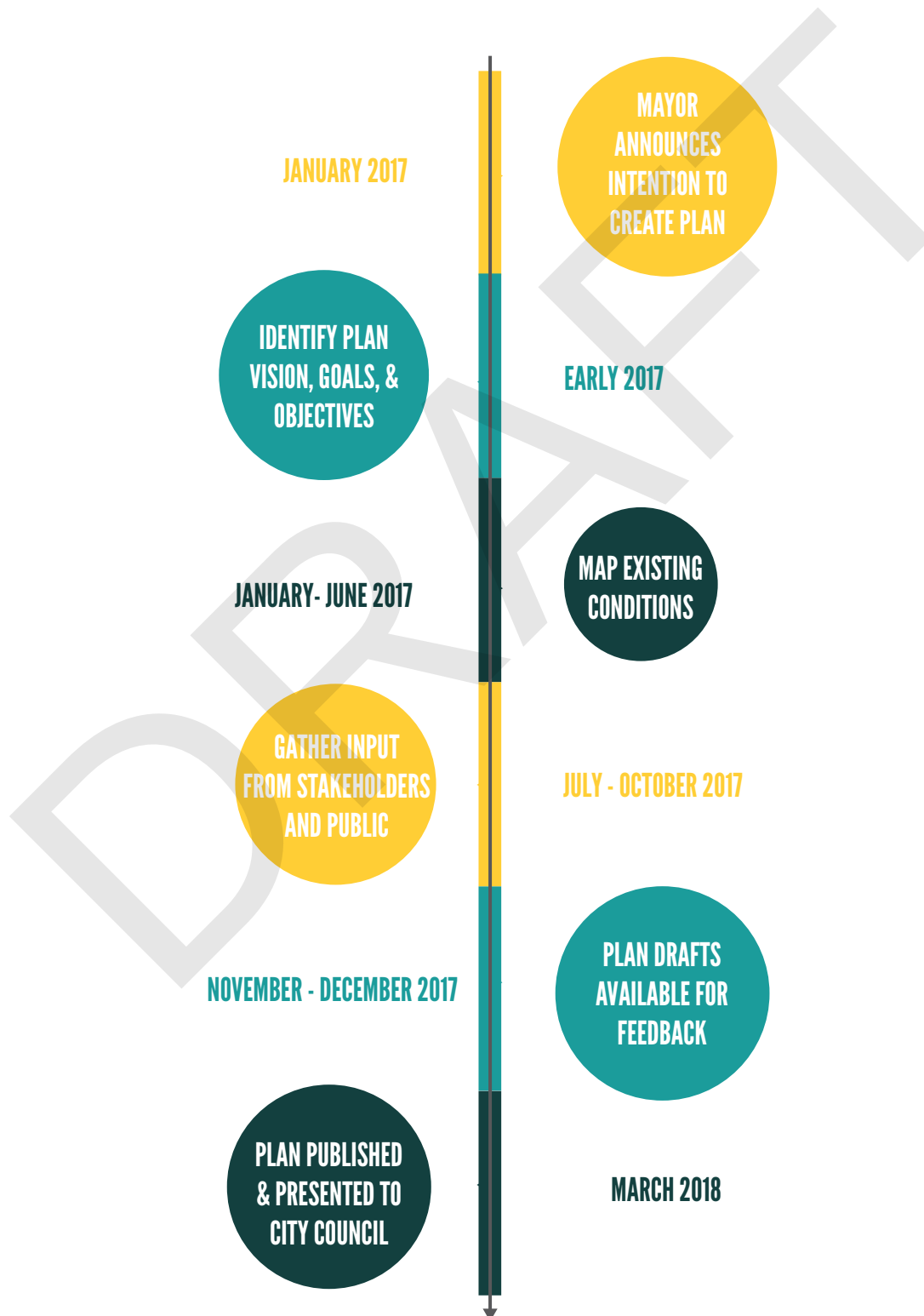
When asked in which sectors they would like to see resources invested, the public prioritized **education, housing, transportation & healthcare**

Transportation & affordable housing were frequently mentioned as **top barriers** by survey respondents

More than 200 people turned out at the in-person sessions, and the online survey, which was distributed in English and Spanish, received a combined 412 responses, with 224 completing the survey

DEVELOPMENT TIMELINE

The majority of this plan was developed over the course of 2017 with the help of a great number of experts, stakeholders, community members, and City staff.





FRAMEWORK

The recommendations in this plan are split into three categories, noted below. Within each of these categories, recommendations fall into one or more of the sectors listed to the right. This list was guided by the sector checklist in Welcoming America's Community Planning Process Guide.

THE COMMUNITY

A successful community creates a sense of belonging. It embraces and shifts with its changing population. It celebrates diversity through avenues that are accessible to everyone. A community breaks down barriers and makes everyday life easier.

THE ECONOMIC IMPACT

As seen in recent reports, the economic impact of new Americans on our region is undeniable. This means more jobs, more contributions, and a more diverse and well-educated working population.

THE FUTURE

The future is our youth and our overall education system. The future means thinking ahead and building today for a better tomorrow. The future demands patience, nurturing and open ears.



**LEARNING, TEACHING
& EDUCATION**



**COMMUNITY,
CULTURE & ARTS**



**HEALTH,
TRANSPORTATION
& HOUSING**



**BUSINESS &
ECONOMIC
DEVELOPMENT**



**GOVERNMENT
& POLICY**

OUR MISSION

TO CREATE A PLAN FOCUSED ON
THE INCLUSION AND INTEGRATION
OF NEW AMERICANS
IN OUR COMMUNITY,
SO THAT WE CAN HELP
BREAK DOWN BARRIERS
A N D M A K E
EVERYDAY LIFE EASIER
FOR THOSE WHO ARE NEW TO
OUR COUNTRY AND OUR COMMUNITY.

THE OUTCOMES

As a result of this plan, in the next 5 years we want to see...

- ☐ ...an increase in Fayetteville's foreign-born population.
- ☐ ...more multilingual materials available in City government, local organizations, and from services providers.
- ☐ ...a diverse demographic participating in local government.
- ☐ ...strong, trusting relationships between new Americans and local government, communities, neighbors, service providers, and public safety departments.
- ☐ ...intentional, thoughtful approaches to programs that take into consideration all residents.
- ☐ ...Fayettevillians who are more educated about the value that new Americans and cultural diversity brings to our City.
- ☐ ...ongoing conversations between the City and organizations that frequently work with new Americans.
- ☐ ...efforts to attract and retain talent, including international students.
- ☐ ...increased access to housing and transportation services.

IMPLEMENTATION TIMELINE

	THE COMMUNITY	THE ECONOMIC IMPACT	THE FUTURE
SHORT TERM 6 MONTHS TO 1 YEAR	Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions Host and attend events to celebrate immigrant culture and heritage Create a chart that identifies the first steps to make when a non-English speaker makes contact with the City Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts Establish welcoming hubs to share information, offer classes, and serve as congregating spaces	Develop marketing plan to feature immigrant business success stories Create a welcoming business designation program	Ensure schools can connect new families with other services and resources in the community Create a course for adults to take an introduction to city government
MID TERM 1 TO 2 YEARS	Identify long-term funding solution for transit route expansions and ensure basic information, such as route maps, charts and apps, is multilingual Identify and evaluate existing health and social services directories Implement citywide cultural awareness training	Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies Identify community mentors to pair with immigrant entrepreneurs Expand immigrant-friendly job fairs	Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs Explore opportunities to expand English as a Second Language (ESL) programs Create an independently managed international student ambassador program
LONG TERM 3 TO 5 YEARS	Explore barriers to obtaining a driver's license Offer key documents and forms in other languages	Focus on workforce development and ensure access to training resources Continue to create opportunities for affordable housing Consider registering as an E-Verified employer	Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States



the
community

THE COMMUNITY: OVERVIEW

This plan would not be possible without the support of our strong welcoming community. When Fayettevillians care deeply about an initiative, they join together with a special determination, they spread the word, and they find resources.

A strong community is one that welcomes with open arms, listens closely and thinks creatively. To create the 2016 Cisneros Center report *New Americans in Northwest Arkansas: A Qualitative Community Assessment*, more than 300 new Americans shared their thoughts on life in the region. The “research reveals a widespread enthusiasm for greater community integration. New Americans express desires to communicate more effectively with their new neighbors and...service providers seek to better reach and serve new Americans.”⁶

The recommendations in this section will change the way new Americans integrate into Fayetteville’s community, with the goal of making services more accessible and information widely available.



THE COMMUNITY: RECOMMENDATIONS

1. Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions
2. Identify a long-term funding solution for transit route expansions and ensure basic information, such as route maps/charts, is multilingual
3. Explore barriers to obtaining a driver's license
4. Offer key documents and forms in other languages
5. Host and attend events to celebrate immigrant culture and heritage
6. Create a chart that identifies the first steps to make when a non-English speaker makes contact
7. Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts
8. Identify and evaluate existing health and social services directories
9. Implement citywide cultural awareness training
10. Establish welcoming hubs to share information, offer classes, and serve as congregating spaces

THE COMMUNITY: RECOMMENDATIONS

1. Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions SHORT TERM

The City of Fayetteville seeks to encourage new Americans to pursue leadership positions and join in making Fayetteville a City where all people can succeed regardless of their race, gender, or religious beliefs. Diverse local leadership is essential for well-rounded decision making. Studies have shown the positive effects of diversity and multiple perspectives in groups, such as innovation, creativity, and better problem solving.

The City will explore ways to enable new Americans to participate in boards, committees, and commissions by removing barriers they face related to citizenship requirements. Currently, Fayetteville City Code § 33.329 restricts appointments to “registered voters within the corporate limits of Fayetteville.” To be a registered voter, an individual must be a U.S. citizen. This restricts visa or green card holders who may have expertise in a certain field and care about the future of Fayetteville.

The City will consider amending this requirement for City-created advisory boards and commissions, including: Active Transportation Advisory Committee, Airport Board, Animal Services Advisory Board, Audit Committee, Civil Rights Commission, Environmental Action Committee, Fayetteville Arts Council, Keep Fayetteville Beautiful Committee, Parks and Recreation Advisory Board, Telecommunications Board, Town and Gown Advisory Committee, Urban Forestry Advisory Board, and Walton Arts Center Council, Inc. The City will also explore requirements for the Northwest Arkansas Regional Planning Commission and state-created boards.

If requirements are amended, City staff will identify and reach out to community organizations that can help advertise quarterly openings. The City’s Communications Department will also create educational brochures and flyers to encourage engagement.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City Attorney’s Office

THE COMMUNITY: RECOMMENDATIONS

2. Identify a long-term funding solution for transit route expansions and ensure basic information, such as route maps, charts and apps, is multilingual MID TERM

Identified by the public and stakeholders as one of the top barriers for new Americans in Fayetteville, transit plays an important role in the lives of those new to the City. Transit is used to travel to school, job interviews, work, grocery stores, the library, parks and recreational venues, and more. In a 2015 survey, 25 percent of students, staff, and faculty traveling to the University of Arkansas used transit to get to campus.⁷ The University of Arkansas recently completed a transportation master plan in which recommendations were made to reorganize routes, create bi-directional service and increase number of buses.⁸ Additionally, the City of Fayetteville's new mobility plan makes recommendations about the future of transportation. Also in 2018, City administration and Ozark Regional Transit will evaluate route design, with a focus on changing routes based on a distance or place to routes based on ridership and frequency. This evaluation will take into account key areas that people want to go, to maximize the funding effectiveness and to establish the funding shortfalls.

As a financial supporter of both of Fayetteville's transit providers, the City will advocate for integrated route data in map applications. Ozark Regional Transit recently placed its data in Google Maps, but Razorback Transit has yet to make its route information available in a widely used map application. The City will work with Razorback Transit to explore the feasibility of putting route data in Google Maps, so that riders can plan efficient routes regardless of transit provider.

GROUP(S) RESPONSIBLE: City administration, Development Services Department, Engineering Division, University of Arkansas, Ozark Regional Transit

3. Explore barriers to obtaining a driver's license LONG TERM

In a City where nearly 90 percent of individuals use a car, truck, or van to get to work, the ability to obtain a driver's license is crucial. And while biking, walking, and transit conditions are constantly improving, living without a car and driver's license in Fayetteville can be difficult. A driver's license allows independence and the ability to get to and from work, school, and the amenities of daily life. The City of Fayetteville will explore barriers to obtaining a license, such as the availability of education resources and translations of the written drivers' test, and look for ways to work with the state and community organizations to improve the process.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Arkansas Department of Finance and Administration

THE COMMUNITY: RECOMMENDATIONS

4. Offer key documents and forms in other languages **LONG TERM**

To make communication with non-English speakers friendlier, City staff will identify and prioritize forms, policies, and other documents used most frequently by the public. Popular forms, such as the application for utility services, will be translated first. In recent years, the City migrated to a website platform that offers a translation tool, which supports numerous languages. However, PDF documents and online forms using a third-party system lack this ability. This initiative coincides with the City's recent efforts to modernize its forms, simplify processes, eliminate technical jargon, and consider the devices the public uses to access City resources. As the City's technology evolves, it will also explore the possibility of offering utility bills in more than one language. This initiative serves as a simple, but impactful way to ensure those who aren't yet proficient in English have equitable access to key information offered by the City.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Information Technology Department

5. Host and attend events to celebrate immigrant culture and heritage **SHORT TERM**

The Mayor will recognize and celebrate immigrant culture and heritage, emphasizing its importance in making us a stronger City. Every September, cities across the country join Welcoming America in celebrating Welcoming Week as a way to change the rhetoric, shape the immigrant experience, and affirm values. Cities are encouraged to host festivals, volunteer projects, or classes that bring native- and foreign-born communities together. The City of Fayetteville will celebrate Welcoming Week every year and will seek ways to unite neighbors. Additionally, the Mayor will support ongoing events during this time of year, such as the Fayetteville Chamber of Commerce's annual Hispanic Heritage Festival.

Currently, naturalization ceremonies are held four times a year at the John Paul Hammerschmidt Federal Building in downtown Fayetteville. The Mayor and staff will reach out to new citizens to celebrate their achievement, share resources, and build awareness about Fayetteville's welcoming efforts. Oftentimes, the road to becoming a citizen can be difficult to navigate, presenting many challenges and barriers along the way. This commitment to our country deserves recognition and appreciation.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City administration



**We are in this period of
profound demographic
change.**

BILL SCHWAB
University Professor | University of Arkansas



THE COMMUNITY: RECOMMENDATIONS

6. Create a chart that identifies the first steps to make when a non-English speaker makes contact with the City **SHORT TERM**

Training employees who frequently interact with the public to know the first step to make when a non-English speaker calls or visits an office is the first step to good customer service. The ability to serve everyone, regardless of their English language proficiency, is a priority for City departments that offer essential services to the public, such as utility billing, recycling and trash pickup, development services, and public safety. The City of Fayetteville will create a standard operating procedure and chart that can be used in these departments and during training.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Human Resources Department, all City divisions

7. Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts **SHORT TERM**

As part of the marketing efforts for this plan, the City will look for opportunities to place signage or advertisements around Fayetteville to promote the plan and welcoming efforts. These materials will highlight the City's work with the community and organizations, and will build awareness about the contributions of new Americans in Fayetteville. Most importantly, marketing campaigns will focus on educating new and lifelong citizens about the importance of diversity in our City.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Media Services Division

8. Identify and evaluate existing health and social services directories **MID TERM**

Oftentimes resources are available, but finding them can be the greatest obstacle. The City will identify current resource providers and existing directories that pull together helpful information. These directories should identify providers that have the capacity to serve new Americans. Staff will develop relationships with organizations that provide this information and explore ways to improve. Additionally, staff will promote and share these resources in an effort to ensure they are accessible through print and digital outlets.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department

THE COMMUNITY: RECOMMENDATIONS

9. Implement citywide cultural awareness training **MID TERM**

The Mayor will implement a citywide cultural awareness training program that will focus on employee education, with an emphasis on those who work directly with the public. For the past two decades, the Fayetteville Police Department has trained its officers in racial diversity. New officers receive cultural diversity and racial profiling training at the Arkansas Law Enforcement Training Academy and the department holds annual training sessions on various diversity topics. However, City employees in departments outside the police department have yet to receive regular training. Because of their leadership and experience in these programs, City staff will work with the Police Department to develop curriculum and best practices for all City departments and staff. Additionally, the City will explore opportunities to work with organizations such as the Human Rights Campaign that may offer diversity training for employees. This training will focus on developing cultural competency, sensitivity, and an understanding and respect for racial, religious, and cultural differences. Employees will receive training in working closely with individuals with diverse backgrounds and those who aren't yet proficient in English.

GROUP(S) RESPONSIBLE: City administration, Communications and Marketing Department, Human Resources Department, Police Department, all City divisions

10. Establish welcoming hubs to share information, offer classes, and serve as congregating spaces **SHORT TERM**

Language and cultural barriers can be some of the first roadblocks when arriving in a new country, and these divisions can make it difficult to lead a successful life in a new home. To ease some of this shock, the City of Fayetteville will identify and establish welcoming hubs to share information, offer classes, and serve as congregating spaces.

Fayetteville is a growing City with several services already in place that can be of use to new Americans; however, finding this information and piecing it together can be complicated. Welcoming hubs serve as a central location to disseminate resources, hold classes, and serve as the community's integration center. A welcoming hub should be a friendly, community-minded location where individuals can feel comfortable asking for information or attending a class. Potential locations include community centers and the Fayetteville Public Library. Ultimately, these hubs will serve as an approachable space for new Americans first arriving in Fayetteville and those looking to learn more about the City and its services.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Fayetteville Public Library, Yvonne Richardson Community Center



the
economic
impact

THE ECONOMIC IMPACT: OVERVIEW

We cannot ignore the positive economic impacts of new Americans. As seen in the 2016 report *Global Talent: The Economic Engine of Northwest Arkansas*, immigrants accounted for 42 percent of Northwest Arkansas's population growth between 2009 and 2014. New Americans contribute to our economy as business owners, workers, consumers, and home buyers.

According to research by the Kauffman Foundation, immigrants are more than twice as likely to start a business as the native born.⁹ And, despite accounting for approximately 13 percent of the U.S. population in 2014, 28.5 percent of new entrepreneurs were immigrants – up from 13.3 percent in 1997.¹⁰

Northwest Arkansas is no stranger to entrepreneurs, and research shows that immigrants are not only more likely to start businesses, but also that many of the most successful businesses in our country were founded by them. The Center for American Entrepreneurship reported that 43 percent of Fortune 500 companies were founded or co-founded by an immigrant or the child of an immigrant. "The findings of CAE's analysis... demonstrate the remarkable and persistent importance of immigrants to the creation and growth of America's largest, most successful, and most valuable companies."¹¹

The Northwest Arkansas region also relies on immigrants who play an important role in supporting industries such as construction; manufacturing; transportation and warehousing; and information and communication. The recommendations in this economic impact section will look at ways to support immigrants in entrepreneurial efforts and ensure equitable access to resources – whether that's affordable or attainable housing, job fairs, or a business mentor.



THE ECONOMIC IMPACT: RECOMMENDATIONS

11. Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies

12. Focus on workforce development and ensure access to training resources

13. Develop marketing plan to feature immigrant business success stories

14. Identify community mentors to pair with immigrant entrepreneurs

15. Continue to create opportunities for affordable housing

16. Create a welcoming business designation program

17. Expand immigrant-friendly job fairs

18. Consider registering as an E-Verified employer

THE ECONOMIC IMPACT: RECOMMENDATIONS

11. Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies **MID TERM**

The City of Fayetteville contracts with Startup Junkie Consulting to implement the entrepreneurship and innovation aspects of its economic development plan, Fayetteville First. As seen in reports, new Americans are more likely to possess an entrepreneurial spirit and start a business than native-born individuals. However, language barriers, lack of familiarity with development processes and City ordinances, and access to resources may hinder success. The City will identify gaps in its services for these entrepreneurs and will task resource providers to offer comprehensive, considered support for immigrant entrepreneurs who seek guidance in starting a business in Fayetteville.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

12. Focus on workforce development and ensure access to training resources **LONG TERM**

Fayetteville is growing at an average of one new business a day, so providing a pipeline of talent for existing and prospective companies is a top priority for the City. New Americans support key industries that also overlap with the targeted sectors outlined in the City's economic development plan, such as manufacturing, retail, and specialized technology. These sectors, among others, have been identified as those in which Fayetteville will have success and are the top opportunities that the City will focus its time and effort. In 2018, the City will begin development of its first workforce development plan that will focus on attracting, developing, and maintaining a diverse talent pipeline that will fill positions in its growing industry sectors.

Additionally, the City of Fayetteville is committed to ensuring all citizens have access to the information they need to equip themselves with the skills and education to achieve employment at a sustainable living wage. The City will evaluate the Fayetteville workforce center's ability to assist individuals with a low English proficiency through training, education, and supportive services and will look for opportunities to expand apprenticeship programs in the area. Ensuring accessible resources exist in our community will allow new Americans to be equipped with the skill sets they need to thrive in our workforce and employers to hire the talent needed to thrive and expand.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

THE ECONOMIC IMPACT: RECOMMENDATIONS

13. Develop marketing plan to feature immigrant business success stories **SHORT TERM**

The City's economic development plan identifies marketing and communications as a strategic focus area that will increase awareness of Fayetteville and promote the community's strengths. As part of these efforts, the City has developed a series of success stories and video features. The City will build on this existing effort to identify immigrant business owners who can share their stories of success in Fayetteville. This will allow the City to highlight individuals making significant contributions to the economy, and it will position Fayetteville as an attractive, ideal place to find a career or start a business.

GROUP(S) RESPONSIBLE: City Economic Vitality Department and Communications and Marketing Department



14. Identify community mentors to pair with immigrant entrepreneurs **MID TERM**

The City will work with its contracted economic development service providers to identify successful mentors from the private and public sectors who can provide advice, support, and guidance for immigrant entrepreneurs. These relationships will help immigrants navigate the process of starting a business and may prevent hiccups or barriers that would otherwise hinder success for a new business owner.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting



**Immigrants are some of
the hardest working, most
motivated members of
our community.**

WELCOMING FAYETTEVILLE
Survey Respondent



THE ECONOMIC IMPACT: RECOMMENDATIONS

15. Continue to create opportunities for affordable housing **LONG TERM**

Increasingly, the need for affordable and attainable housing in Fayetteville is identified as a point of concern for those who live and work in Fayetteville. So, it's no surprise that the public also identified this need as a top barrier for new Americans in our community. As property values increase and the public voices concern, the City is constantly discussing this matter and looking for ways to create opportunity. In 2016, City Council approved a \$1 million cost-share agreement for the construction of public infrastructure for a mixed-income development focused on creating sustainable and attainable housing. In 2017, the City asked the public for help in identifying the biggest challenge facing Fayetteville, and housing climbed to the top of the list; more than a third of respondents mentioned either affordable housing, low income housing or homelessness as the top challenge in our City. As a result, City staff and community stakeholders worked together in late 2017 to brainstorm ideas and solutions on the topic. In keeping with subsequent efforts, such as the Housing Northwest Arkansas symposium, the City will continue to join and lead conversations related to finding innovative ideas to address attainable and affordable housing in the region.

This subject was also established in 2011 as one of six goals in City Plan 2030: "We will create opportunities for attainable housing." City Council reaffirmed the goal in its Strategic Plan 2050. The ability to access affordable and attainable housing affects how much discretionary income a family has to spend in our community, the stability of a child's housing environment and their chance at success, the likelihood that a family becomes homeless, and the ability to save for the future. "Across the U.S., 18.4 million low-income households pay more than 50 percent of their income on housing, and face difficult trade-offs with regard to other essential needs, such as food, clothing, transportation and health care."¹²

Going forward, the City will continue to identify and pursue opportunities to create affordable and attainable housing. City staff will work to find innovative, sustainable solutions and will keep an open dialogue with community organizations that support new Americans to ensure awareness about existing programs.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City Media Services Division, City Development Services, City Planning, City Administration

THE ECONOMIC IMPACT: RECOMMENDATIONS

16. Create a welcoming business designation program **SHORT TERM**

In an effort to create an integrated community-wide approach, the City will work with local businesses to become designated as a welcoming business. This designation will create awareness around the community-wide effort to support the plan, foster advocates, and hopefully generate compassionate neighbors. The City will implement a pledge for businesses to take, or set criteria to meet, before a business becomes designated as welcoming. Businesses that meet the criteria may display a City-designed sticker or cling in a storefront window as a recognizable symbol of their designation.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

17. Expand immigrant-friendly job fairs **MID TERM**

City staff will work with community organizations, businesses, and the University of Arkansas to expand immigrant-friendly job fairs in Fayetteville. Job fairs can help new Americans transition into new careers in an unfamiliar location. Fair organizers should consider transit route access to event locations and multilingual marketing materials. These events can help connect new Americans with their first job in Northwest Arkansas and to companies with a need to fill gaps in employment.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting, University of Arkansas, Fayetteville Public Schools

18. Consider registering as an E-Verified employer **LONG TERM**

The City of Fayetteville will research and consider registering as an E-verified employer with the United States Department of Homeland Security. E-Verify processes an employer's I-9 forms and verifies employment eligibility. The system compares data in the form to data from the DHS and Social Security Administration. As home to the University of Arkansas, the City of Fayetteville is more likely than other Northwest Arkansas cities to garner employment interest from recent international student graduates. However, international students who choose to participate in Optional Practical Training, which means they can remain in the country for 12 to 36 months to gain degree-related experience prior to filing for an H-1B petition, must be employed by an E-Verified entity. While E-Verify is a free, web-based system, it will require staff training and time from the City's Human Resources Department.

GROUP(S) RESPONSIBLE: City Human Resources Department



the
future

THE FUTURE: OVERVIEW

Immigrant families face unique barriers when they first arrive here in our country and state. Access to a strong, supportive education system is vital to the success of immigrant children and their parents.

Oftentimes immigrant children, some as young as five years old, serve as translators for their parents – an exhausting task when they must carry the burden of learning about health care plans or college and financial aid processes. As seen in a recent report that looks at challenges for immigrant families, the more than 80,000 immigrant children in Arkansas “are more likely to live in or near poverty than their peers in other states.”¹³ Additionally, they are less likely than children in U.S.-born families to be enrolled in preschool, which “can make all the difference in preparing children to succeed in school, especially those who may not speak English at home.”¹⁴

The public and stakeholders in Fayetteville have identified education and language, for children and adults, as the top barrier for families new to our country and city. At both the in-person sessions and in the online survey, respondents selected as the top priority the strategy to advocate for effective resources of children of immigrants, including child care, pre-K and multilingual parental engagement.

Welcoming new Americans into our schools benefits the children as they have access to a quality education, and it also benefits children born right here in Fayetteville. “Researchers have documented that students’ exposure to other students who are different from themselves and the novel ideas and challenges that such exposure brings leads to improved cognitive skills, including critical thinking and problem solving.”¹⁵ Simply put, “diversity makes us smarter.”¹⁶

The recommendations in this section touch on ways the City of Fayetteville, Fayetteville Public Schools, and other planning partners can connect families, improve services and explore new opportunities.



THE FUTURE: RECOMMENDATIONS

19. Explore opportunities to expand English as a Second Language (ESL) programs

20. Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs

21. Ensure schools can connect new families with other services and resources in the community

22. Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents

23. Create a course for adults to take an introduction to city government

24. Create an independently managed international student ambassador program

25. Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States

THE FUTURE: RECOMMENDATIONS

19. Explore opportunities to expand English as a Second Language (ESL) programs MID TERM

English language tutoring and classes are currently offered at a multitude of entities throughout Fayetteville, including the Ozark Literacy Council, Fayetteville Public Schools and the Adult Education Center, and the University of Arkansas's Spring International Language Center. The City of Fayetteville will work with these entities to identify gaps, barriers, and solutions to English language education. Needs identified by stakeholders include funding for additional staffing, satellite locations and online courses, transit routes that bring students closer to facilities, and childcare availability.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools, City Communications and Marketing Department

20. Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs MID TERM

In 2010, children of immigrants accounted for 10 percent of children in Arkansas, compared to 5 percent in 2000.¹⁷ Public input for this plan revealed access and engagement for children of immigrants as the top priority in this category. The City will identify and explore existing pre-K and child care programs in Fayetteville and will advocate for multilingual and cultural engagement in schools, outreach materials, and events, as Fayetteville Public Schools is home to more than 50 languages and approximately 1,000 English language learners. As identified in stakeholder meetings, the City will also explore education voucher programs and opportunities to expand and promote pre-K programs.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools

21. Ensure schools can connect new families with other services and resources in the community SHORT TERM

The first step to equitable access is education – simply knowing where to start. Oftentimes, schools serve as the first point of contact for immigrant families. Schools are a gateway for distributing helpful information related to health, transportation, community, business, housing, and education. The City will work with Fayetteville Public Schools to develop and distribute comprehensive information about services and resources available in the community. To ensure this information is accessible, it should be multilingual to reflect the diverse population served by the schools.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools, City Communications and Marketing Department

“

I think that we have quite a few resources in place but we need to do more to link them together so that if one place doesn't have what someone needs they can send them to the right person.

WELCOMING FAYETTEVILLE
Survey Respondent



THE FUTURE: RECOMMENDATIONS

22. Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents MID TERM

The City of Fayetteville will coordinate with Fayetteville Public Schools to host financial literacy classes for immigrant parents. The City will research best practices and work with partners, including banks and community organizations, to develop curriculum and a multilingual course. Additionally, an emphasis will be made on college savings education, as “research has found that parents’ savings efforts for their children’s post-secondary education is positively associated with college attendance and that parental financial support increases the odds of college completion.”¹⁸

This initiative corresponds with the creation of the Personal Finance and Job Readiness Act in 2017, which requires students in Arkansas high schools, grades 10 through 12, to receive personal and family finance instruction in these areas: income, money management, spending and credit, saving and investing, and preparing for employment. Financial literacy at all levels in families is vital to successful and healthy futures for Fayetteville’s youth.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Fayetteville Public Schools, local banks

23. Create a course for adults to take an introduction to city government SHORT TERM

Government has many tentacles and can sometimes be difficult to fully grasp, even for those who are frequently engaged. The City of Fayetteville is made up of more than two dozen divisions and departments that involve everything from roads and parks, to utilities and animals. Getting to know your local government and its inner workings is the first step to becoming an involved, well-informed resident. The City will create an introduction course for adults to learn the basics: what the City does, how decisions are made, the organizational structure, how to find information about current projects and items coming to the City Council, and how the City works with other groups and entities. After creating the course, the City will find ways to make it accessible to anyone who is not yet proficient in English.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department

THE FUTURE: RECOMMENDATIONS

24. Create an independently managed international student ambassador program MID TERM

Thanks to the University of Arkansas's location in the city, Fayetteville is home to a diverse student population. These students serve as a valuable component in attracting and retaining international students at the university and in the city. An international student ambassador program will further the City's goal of positioning Fayetteville as a study destination. The City will work with organizations every year to solicit applications for the program and select students who can provide updates, posts, and blogs about life in Fayetteville, which will be posted online and then shared on the students' social media platforms. The students will also be invited to spend time in the community, getting to know how local government works and interacting with related organizations. Lastly, the Mayor will hold a friendship ceremony for international students every year to reiterate the City's support of a diverse student population. Building lasting relationships with students and attracting new international students to Fayetteville further supports the goal of the City's economic development plan to focus on retention of University of Arkansas graduates.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, University of Arkansas

25. Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States LONG TERM

As stated in *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, immigrants are more likely than native-born individuals to experience underemployment. In fact, one in four college-educated immigrants work in low-skilled jobs or are unemployed.¹⁹ As a result, when highly skilled, college educated immigrants experience this "brain waste," they miss out on significant earnings, which results in lost tax revenues.²⁰ The City of Fayetteville's economic development plan highlights the importance of attracting, developing, and maintaining a diverse workforce, and the City recognizes the value in seeking this untapped talent. The City will explore barriers and look for ways to connect highly skilled new Americans with resources and organizations that can provide employment guidance.

GROUP(S) RESPONSIBLE: City Communications Department, City Economic Vitality Department

WELCOMING WEEK 2017



CONTRIBUTORS

Augusta Branham, Welcoming Fayetteville Project Manager
Susan Norton, Communications Director
Devin Howland, Economic Vitality Director
Julia Reynolds, Communications Intern

ADOPTION

This Welcoming Fayetteville Plan was adopted by City Council Resolution XX-XX on XX-XX-XXXX

ACKNOWLEDGMENTS

The creation of this plan was truly a community effort. We are deeply thankful for everyone who responded to the community surveys, made time to visit our input sessions, shared information with friends and posted flyers, met for one-on-one meetings, and shared honest stories from the heart. This engaged, compassionate community is what makes Fayetteville a special, welcoming place to live, work, and visit.

A special thank you to our stakeholder group and those who took the time to meet with us individually. These individuals played an important role in helping us identify our existing conditions and solutions: Emily Linn, Michael Freeman, Mireya Reith, Mark Osterle, Steve Clark, Chris Decker, Jenny Fish, Jennifer Irwin, Renee Deshommes, Sonia Gutierrez, Matthew Ramsey, Anita Hodges, Joel Gardner, Jeff Hatley, Donna Davis, Robbie Cornelius, Devin Howland, Joy Shirley, Bill Schwab, Kathy Grisham, Terry Bankston, Carlos Chicas, Christen Graham, Margot Lemaster, Adam Waddell, Rachael Schaffner, Megan Godfrey, Erick Sanchez, Chung Tan, Stephen Coger, Jeremy Hudson, and Cynthia Smith.



appendices

APPENDIX A: ENDNOTES

1. New American Economy, Winthrop Rockefeller Foundation, and Engage NWA, *Global Talent: The Economic Engine of Northwest Arkansas*, 4.
2. Amy Stuart Wells, Lauren Fox, and Diana Cordova-Cobo, *How Racially Diverse Schools and Classrooms Can Benefit All Students*, 2.
3. Welcoming America, “How Do Welcoming Communities Benefit Us?”, <https://www.welcomingamerica.org/about/faq>
4. Northwest Arkansas Council, *Diversity: A Look at How Northwest Arkansas’ Population is Changing*, 3.
5. Ibid
6. Cisneros Center for New Americans, *New Americans in Northwest Arkansas: A Qualitative Community Assessment*, 19.
7. University of Arkansas, *Transportation Plan Update 2015*, 10.
8. University of Arkansas, *2015 Summary Report: University of Arkansas Campus Transportation Plan*.
9. Ewing Marion Kauffman Foundation, *The Economic Case for Welcoming Immigrant Entrepreneurs*, 2.
10. Ibid
11. Center for American Entrepreneurship, *Immigrant Founders of the 2017 Fortune 500*, <http://startupsusa.org/fortune500/>
12. Enterprise Community Partners, *Impact of Affordable Housing on Families and Communities: A Review of the Evidence Base*, 4.
13. Arkansas Advocates for Children and Families, *Report: Arkansas Children in Immigrant Families Face Toughest Climb*, <http://www.aradvocates.org/report-arkansas-children-in-immigrant-families-face-toughest-climb/>
14. Ibid
15. Amy Stuart Wells, Lauren Fox, and Diana Cordova-Cobo, *How Racially Diverse Schools and Classrooms Can Benefit All Students*, 2.

APPENDIX A: ENDNOTES

16. Ibid

17. Winthrop Rockefeller Foundation, *A Profile of Immigrants in Arkansas*, 8.

18. Molly Dondero and Melissa Humphries, *The College Savings Behavior of Foreign-born Parents in the United States*, 1.

19. Jeanne Batalova, Michael Fix, and James D. Bachmeier, *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, 26.

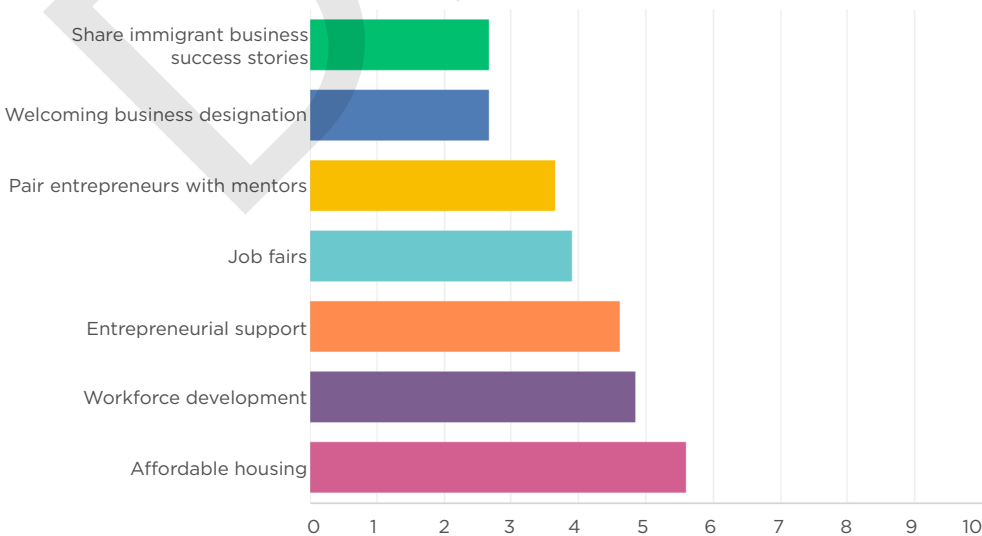
20. Jeanne Batalova, Michael Fix, and James D. Bachmeier, *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, 1.

APPENDIX B: ONLINE PUBLIC INPUT SUMMARY

Which of the following **education strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”

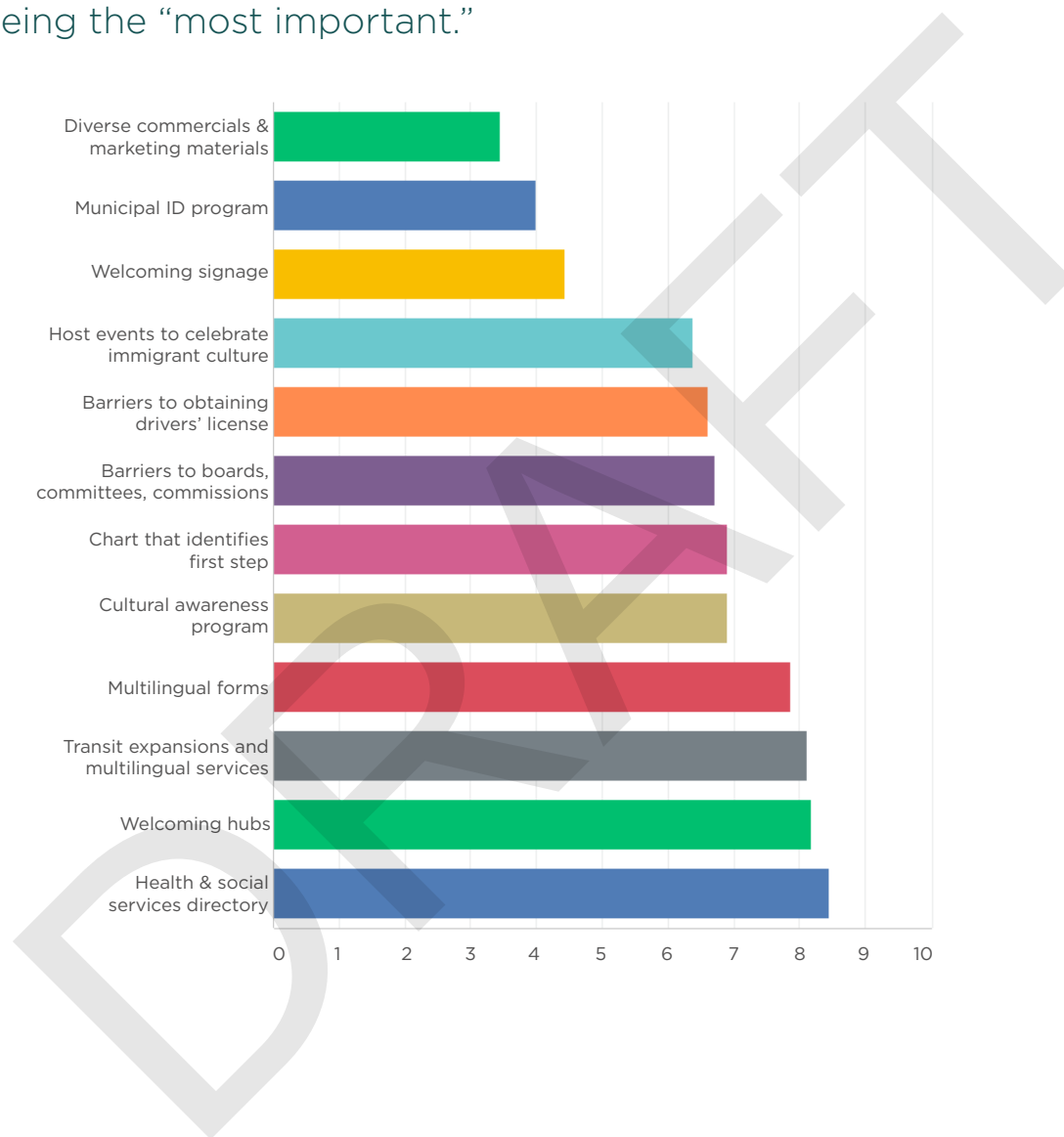


Which of the following **economic strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”



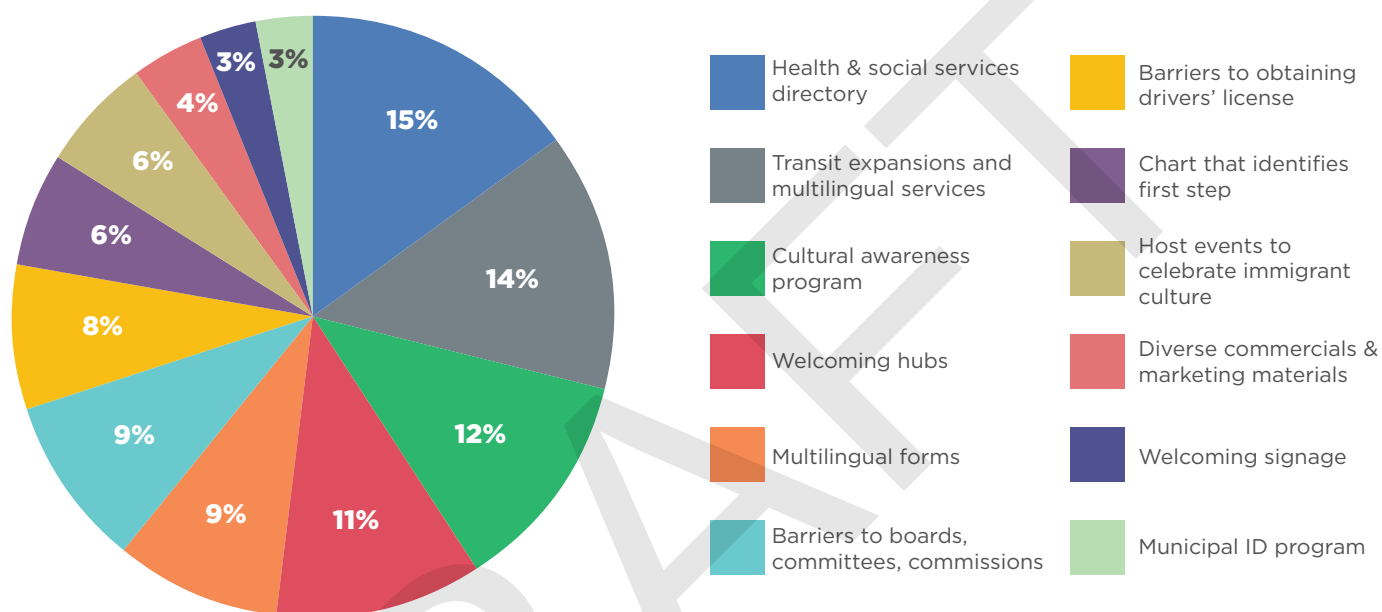
APPENDIX B: ONLINE PUBLIC INPUT SUMMARY

Which of the following **community strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”

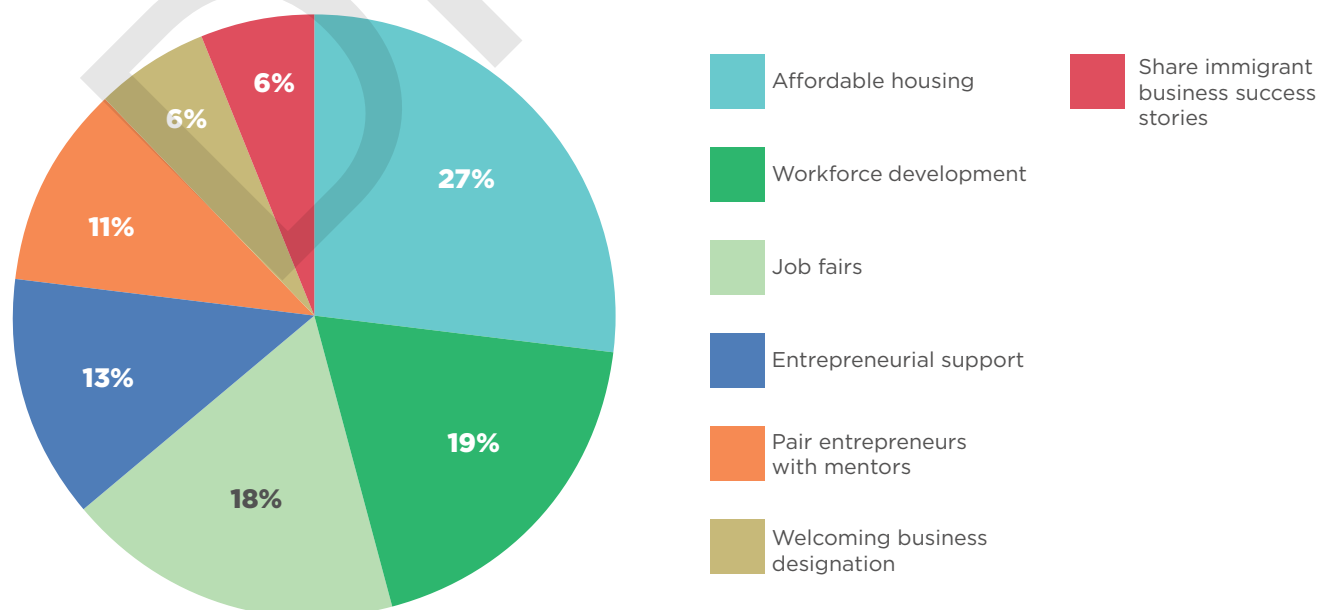


APPENDIX B: IN-PERSON PUBLIC INPUT SUMMARY

For this exercise, people were asked to place 5 sticky dots on the **community strategies** that they'd like the City and its stakeholders to prioritize.

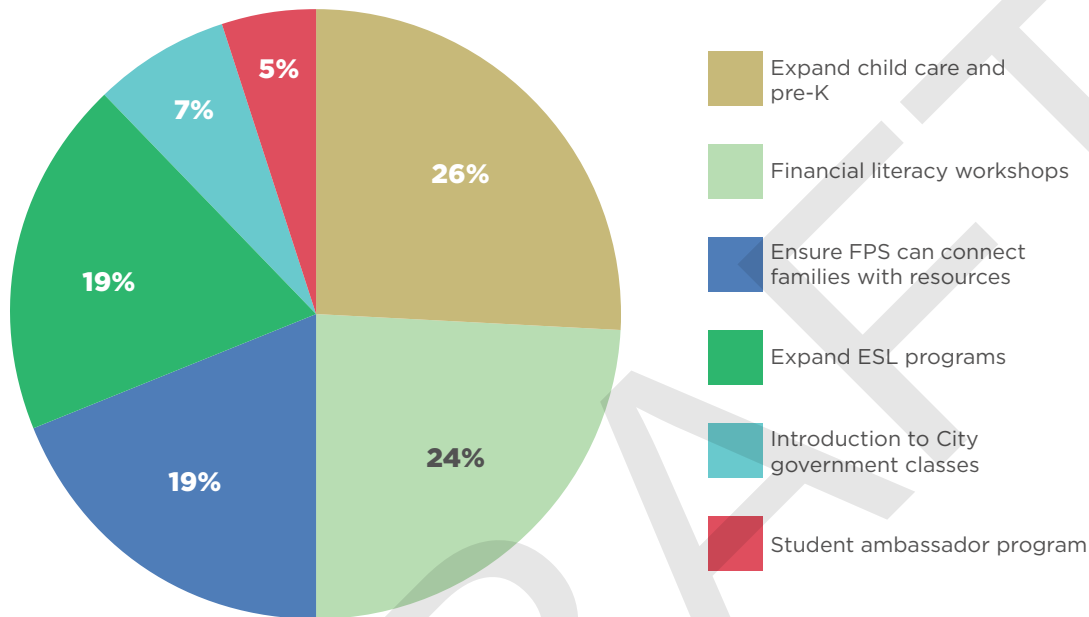


For this exercise, people were asked to place 3 sticky dots on the **economic strategies** that they'd like the City and its stakeholders to prioritize.



APPENDIX B: IN-PERSON PUBLIC INPUT SUMMARY

For this exercise, people were asked to place 3 sticky dots on the **education strategies** that they'd like the City and its stakeholders to prioritize.



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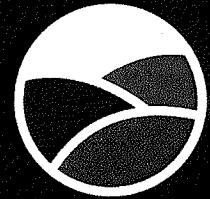
DRAFT



WWW.FAYETTEVILLE-AR.GOV/WELCOMING

C.8 Handed out at Agenda Session 3-27-18

General Fund 2017 Operating Results & Mayor Recommended Compensation Plan

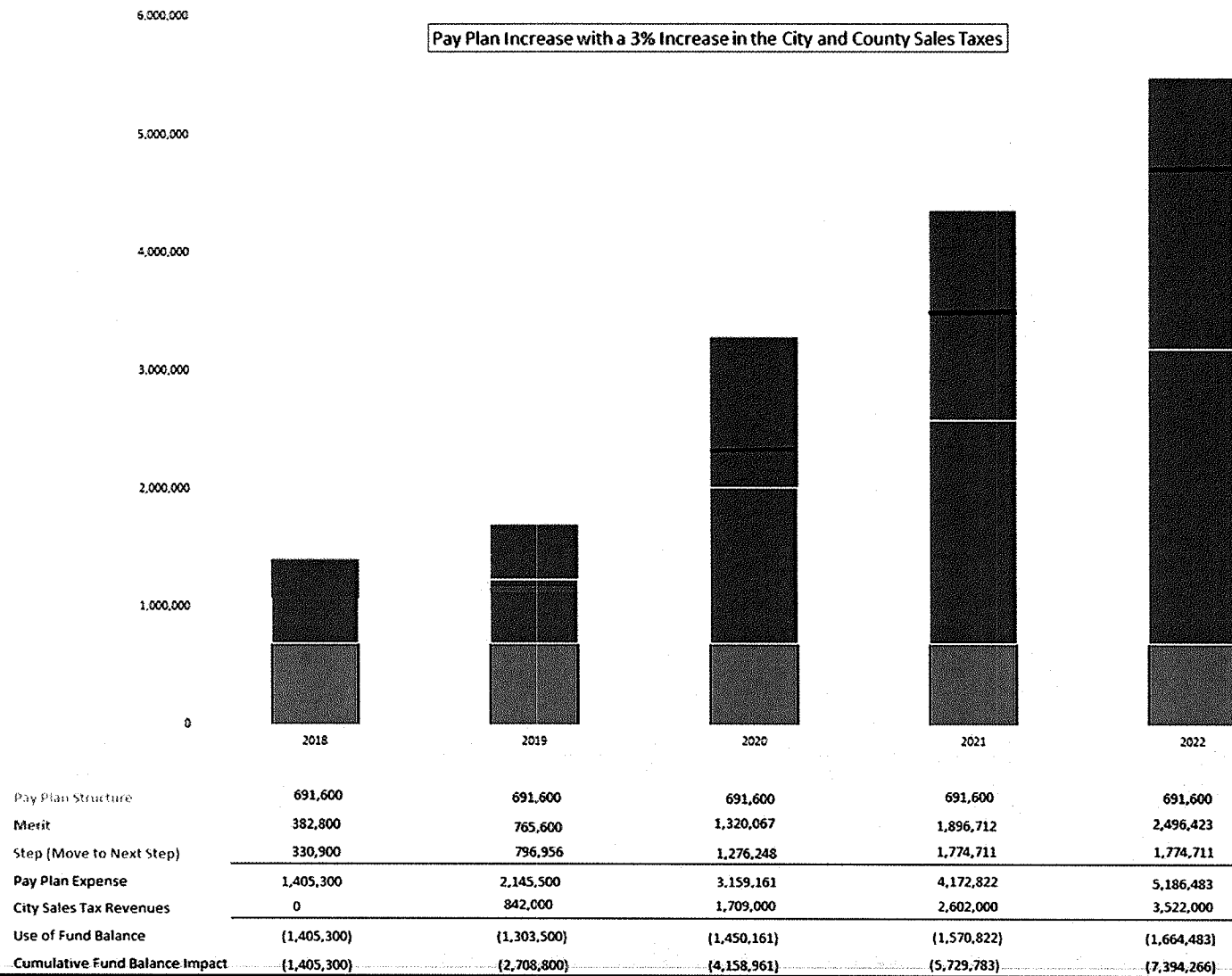


CITY OF
FAYETTEVILLE
ARKANSAS

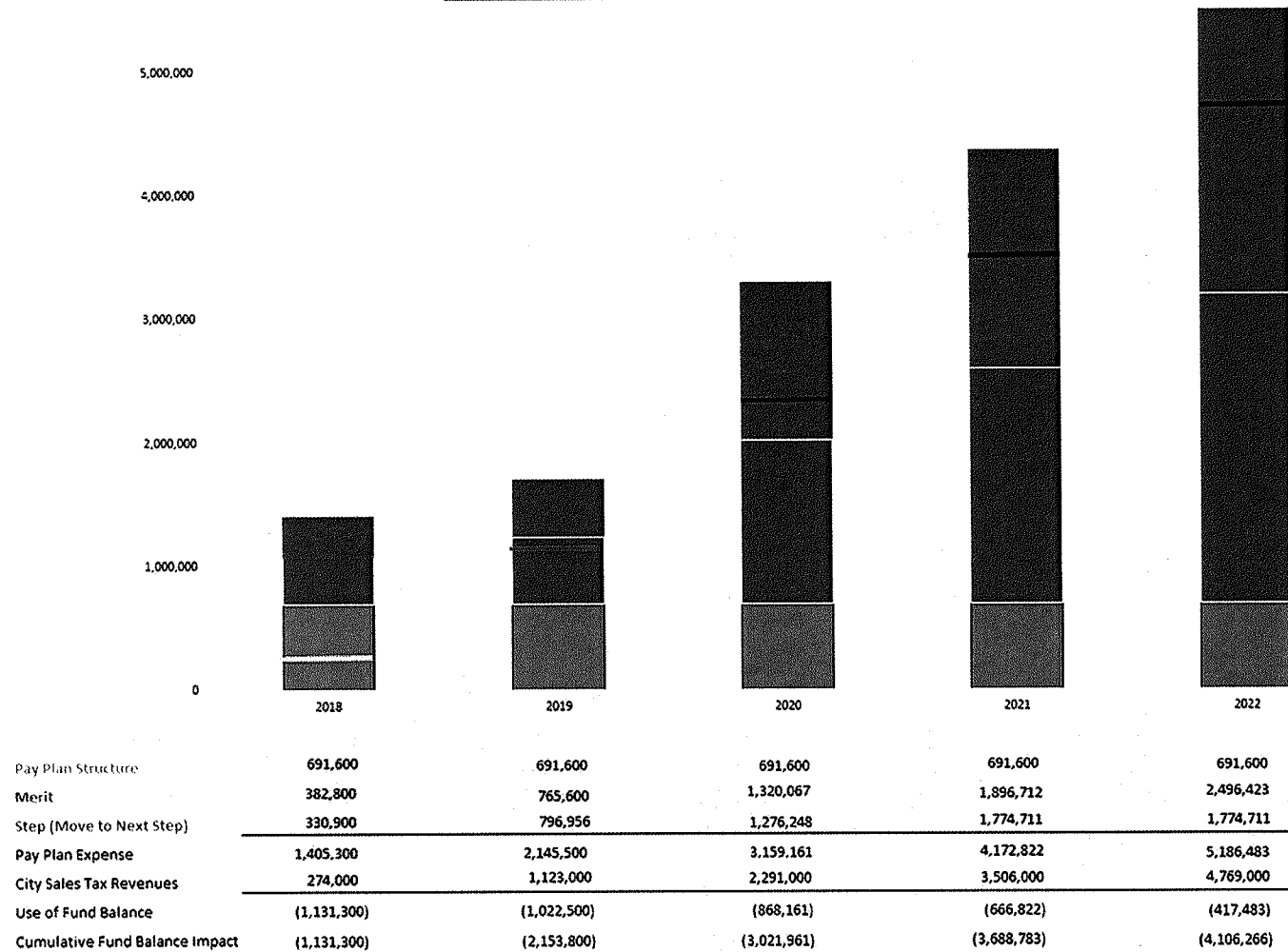
March 27, 2018

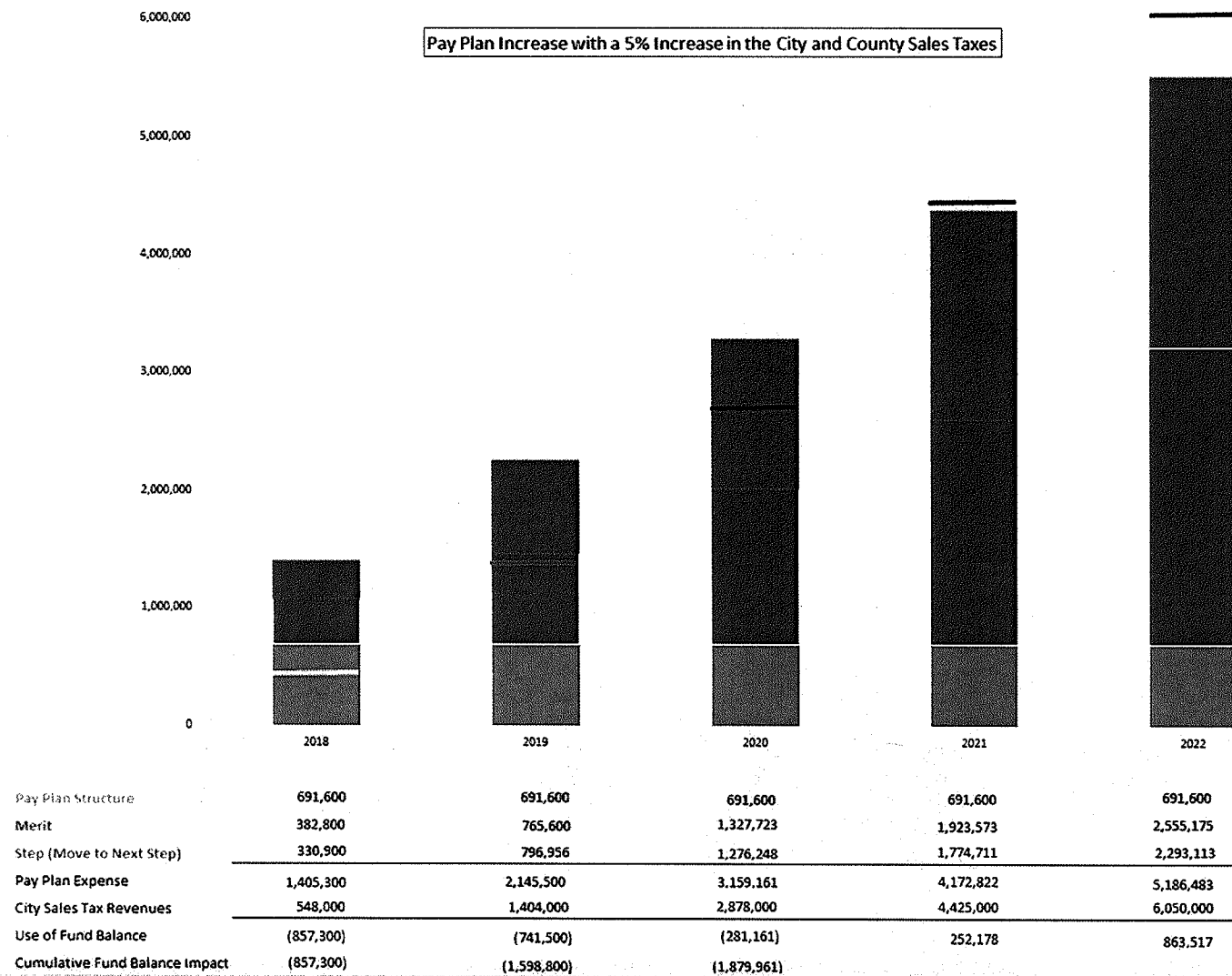
Cost of Recommended Plan

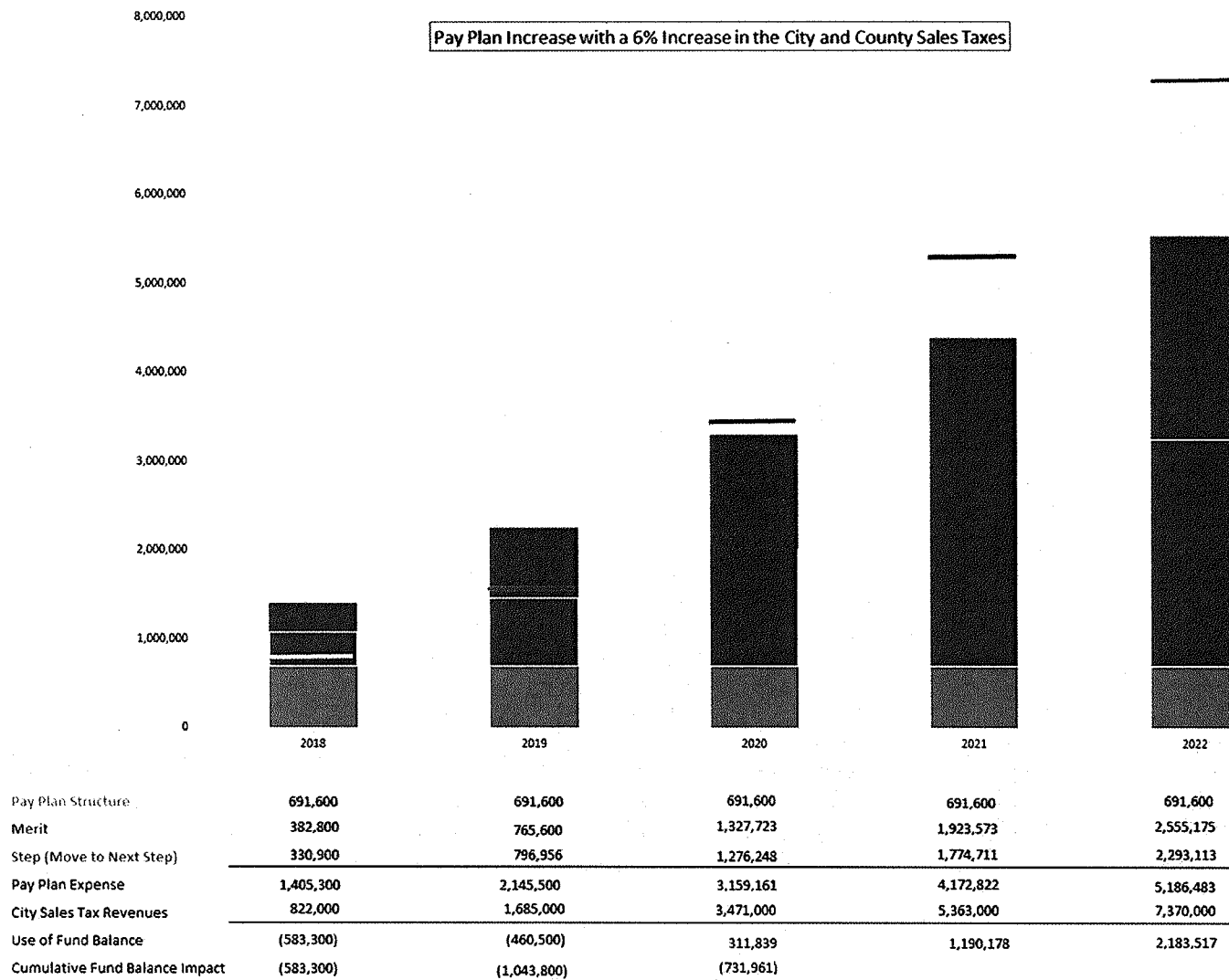
Funds		2018 Impact		Annualized Impact
General	\$	1,405,300	\$	1,925,000
Street		78,000		107,000
Parking		12,700		17,000
Community Development Block Grant		9,200		13,000
Parks Development		42,200		58,000
Drug Law Enforcement		21,900		30,000
Water & Sewer		122,700		168,000
Recycling & Trash Collection		68,700		94,000
Airport		12,400		17,000
Shop		27,500		38,000
Total Cost	\$	1,800,600	\$	2,467,000



Pay Plan Increase with a 4% Increase in the City and County Sales Taxes







2017 General Fund Operating Results

Revenues	\$	45,680,000
Expenses		(43,830,000)
Unadjusted Surplus	\$	1,850,000

General Fund 2018 Projected Ending Fund Balance (If Revenue Projections are Met)

Projected 12/31/2017 Fund Balance	\$	18,700,000
Less: Cash Funded Re-appropriation Adjustment		(1,730,000)
Less: 60 Days Required Reserve		(7,300,000)
Adjusted Fund Balance	\$	9,670,000
Less: Mountain Ranch Loan		(1,700,000)
Fund Balance After Mountain Ranch Loan		7,970,000
Less: Pay Plan		(1,406,000)
Estimated Adjusted Fund Balance at 12/31/2018	\$	6,564,000

Significant Considerations

- General Fund operating surplus for 2017 is estimated to be \$1,850,000 due primarily to increased sales tax and building permit revenues.
- Impact of the plan on the General Fund for 2018 would be \$1,405,300.
- Ongoing cost to the General Fund in 2019 would be \$1,925,000.
- Does not include the impact of possible pension and insurance increases in the 2019 Budget.
- If sales tax revenue alone is used to fund this salary increase in 2018, sales taxes would need to increase by 8.1% over last year. This is only remotely possible, so reserves will be needed.
- Sales tax collections averaged 4.5% over the last 5 years.
- 2018 sales tax revenue for December and January are 4.39% over last year.
- Under normal operating conditions, not all expenditure budgets authorized are expended, normally there are appropriations that lapse. However, this can not be predicted with certainty or accuracy.

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, March 27, 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. [2017-0544](#)
MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions**A. Consent:**

- A. 1 [2018-0015](#)
APPROVAL OF THE MARCH 20, 2018 CITY COUNCIL MEETING MINUTES

- A. 2 [2018-0165](#)
FLYING INVESTMENTS, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4564 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO WALKER FLIGHT SERVICES, LLC

Attachments: [FLYING INVESTMENTS, LLC](#)

- A. 3 [2018-0171](#)
ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT IN THE AMOUNT OF \$135,900.00 FOR THE AIRPORT TERMINAL PARKING LOT REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT](#)
[BA ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT](#)

A. 4 [2018-0173](#)

BID #18-17 GOODWIN & GOODWIN, INC.:

A RESOLUTION TO AWARD BID #18-17 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$292,955.00 FOR THE DINSMORE TRAIL WATER MAIN REPLACEMENT PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$43,943.25

Attachments: [GOODWIN & GOODWIN, INC.](#)

A. 5 [2018-0186](#)

BID #18-22 INSITUFORM TECHNOLOGIES, LLC:

A RESOLUTION TO AWARD BID #18-22 AND APPROVE A ONE YEAR CONTRACT WITH INSITUFORM TECHNOLOGIES, INC. WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS FOR AS-NEEDED REHABILITATION OF SANITARY SEWER MAINS AND SERVICE CONNECTIONS USING THE CURED-IN-PLACE PIPE METHOD

Attachments: [BID #18-22 INSITUFORM TECHNOLOGIES, LLC](#)

A. 6 [2018-0169](#)

LAND SALE PROCEEDS (RESOLUTION 78-18):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00 ALLOCATING FUNDS FROM THE SALE OF CITY PROPERTY AT THE NORTHWEST CORNER OF RAZORBACK ROAD AND SLIGO STREET TO THE CATO SPRINGS TRAIL LIGHTING PROJECT

Attachments: [LAND SALE PROCEEDS \(RESOLUTION 78-18\)](#)
 [BA LAND SALE PROCEEDS \(RESOLUTION 78-18\)](#)

A. 7 [2018-0174](#)

RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS

Attachments: [RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL](#)

A. 8 [2018-0175](#)

GULLEY PARK TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$140,000.00 FOR LIGHTING OF THE TRAIL AROUND GULLEY PARK

Attachments: [GULLEY PARK TRAIL LIGHTING](#)

A. 9 [2018-0176](#)

RUPPLE ROAD TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$440,000.00 FOR LIGHTING OF THE RUPPLE ROAD TRAIL FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

Attachments: [RUPPLE ROAD TRAIL LIGHTING](#)

A. 10 [2018-0184](#)

PARK LAND DEDICATION FUNDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$360,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST, NORTHWEST, AND SOUTHWEST PARK QUADRANTS TO BE USED FOR A ROWING DOCK WITH CANOE AND KAYAK LAUNCH AREA AT LAKE FAYETTEVILLE, IMPROVEMENTS TO GREGORY PARK, AND REPLACEMENT OF TWO TRAIL BRIDGES AT WILSON PARK

Attachments: [PARK LAND DEDICATION FUNDS](#)
 [BA PARK LAND DEDICATION FUNDS](#)

A. 11 [2018-0170](#)

RFQ 18-01, DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:

A RESOLUTION TO APPROVE A CONTRACT WITH DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS, PURSUANT TO RFQ 18-01, FOR AN UPDATE TO THE 2005 FACILITIES NEED ASSESSMENT FOR THE FAYETTEVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$19,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEERS](#)
 [BA_RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEER](#)

B. Unfinished Business: NONE**C. New Business:****C. 1** [2018-0152](#)

DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT:

AN ORDINANCE TO APPROVE THE APPLICATION OF DAN G. DANIEL, ON BEHALF OF DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 495 WEST PRAIRIE STREET #103

Attachments: [DINOSAUR SR., INC. DBA PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB](#)

C. 2 [2018-0189](#)

BID #18-18 PETROLEUM TRADERS CORPORATION:

A RESOLUTION TO AWARD BID #18-18 AND APPROVE A ONE YEAR CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR BULK FUEL PURCHASES WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

Attachments: [BID #18-18 PETROLEUM TRADERS CORPORATION](#)

C. 3 [2018-0188](#)

VACATION OF A TREE PRESERVATION EASEMENT:

A RESOLUTION TO APPROVE THE VACATION AND ABOLISHMENT OF THE .67 ACRE TREE PRESERVATION EASEMENT DEDICATED AS PART OF THE LARGE SCALE DEVELOPMENT FOR THE CONSTRUCTION OF THE JD CHINA RESTAURANT ON MARTIN LUTHER KING BOULEVARD IN 2001

Attachments: [VACATION OF A TREE PRESERVATION EASEMENT](#)

C. 4 [2018-0177](#)

VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

AN ORDINANCE TO APPROVE VAC 18-6119 FOR PROPERTY LOCATED AT 2021 E. MISSION BOULEVARD TO VACATE A PORTION OF A WATER AND SEWER RIGHT OF WAY GRANT

Attachments: [VAC 18-6119 \(2021 E. MISSION BLVD./MISSION HEIGHTS\):](#)

C. 5 [2018-0179](#)

VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):

AN ORDINANCE TO APPROVE VAC 18-6120 FOR PROPERTY LOCATED ALONG NETTLESHIP STREET BETWEEN SOUTH GRAHAM AVENUE AND SOUTH RAZORBACK ROAD TO VACATE A PORTION OF STREET RIGHT-OF-WAY

Attachments: [VAC 18-6120 \(NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW\):](#)

C. 6 [2018-0180](#)

ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):

AN ORDINANCE TO AMEND THE FOREST HILLS RESIDENTIAL PLANNED ZONING DISTRICT (07-2793) TO ADD USE UNIT 14, HOTELS, MOTEL, AND AMUSEMENT FACILITIES TO THE PERMITTED USES WITHIN PLANNING AREA 2

Attachments: [ADM 18-6123 \(751 N. SALEM RD./FOREST HILLS PZD AMEND\):](#)

C. 7 [2018-0190](#)

WELCOMING FAYETTEVILLE PLAN:

A RESOLUTION TO APPROVE AND ADOPT THE WELCOMING FAYETTEVILLE PLAN

Attachments: [WELCOMING FAYETTEVILLE PLAN](#)

C. 8 [2018-0185](#)

MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:

A RESOLUTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC FOR LEGAL SERVICES TO THE NORTHWEST ARKANSAS NUTRIENT TRADING RESEARCH & ADVISORY GROUP WITH THE CITY OF FAYETTEVILLE'S PORTION OF THE FEES NOT TO EXCEED THE TOTAL AMOUNT OF \$35,000.00

Attachments: [MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD](#)

C. 9 [2018-0191](#)

2018 EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,800,600.00 TO FUND THE CITY-WIDE 2018 EMPLOYEE COMPENSATION ADJUSTMENT, AND TO APPROVE UPDATED POLICE AND FIRE PAY PLAN GRIDS

Attachments: [2018 EMPLOYEE COMPENSATON](#)
 [BA 2018 EMPLOYEE COMPENSATON](#)

D. City Council Agenda Session Presentations:**D. 1** [2018-0194](#)

AGENDA SESSION PRESENTATION - SALES TAX REPORT, PAUL BECKER, CHIEF FINANCIAL OFFICER

D. 2 [2018-0141](#)

AGENDA SESSION PRESENTATION - 2017 ENERGY AND SUSTAINABILITY UPDATE

D. 3 [2018-0157](#)

AGENDA SESSION PRESENTATION BY GREG WEEKS AND STEVE CARPENTER AND MARK ASCHER PROVIDING AN UPDATE ON CH2M AND RECENT ORGANIZATIONAL CHANGES

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: 2017-0544

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

MONTHLY FINANCIAL REPORT - PAUL BECKER



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0015

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE MARCH 20, 2018 CITY COUNCIL MEETING MINUTES



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0165

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

FLYING INVESTMENTS, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4564 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO WALKER FLIGHT SERVICES, LLC

WHEREAS, on June 1, 2003, the City of Fayetteville entered into a Ground Lease Agreement with Flying Investments, LLC to lease airport property at 4564 South School Avenue for the purpose of constructing a hangar for business operations for Seven Hundred and Eighty Dollars (\$780.00) per month for thirty (30) years which shall automatically be extended for an additional twenty (20) years at Flying Investments, LLC's option with the rent being increased every five (5) years by an amount tied to the Consumer Price Index; and

WHEREAS, following execution of the Ground Lease Agreement, the hangar was constructed and is owned by the Gerald B. Jones Revocable Trust; and

WHEREAS, to safeguard the interests of Fayetteville's citizens, this Ground Lease Agreement can only be sold, assigned or transferred with the consent of the City which "will not be unreasonably withheld." Paragraph 11 of the Agreement; and

WHEREAS, Flying Investments, LLC has requested that the City Council approve the assignment of this ground lease to Walker Flight Services, LLC which proposes to purchase the hangar constructed and owned by the Gerald B. Jones Revocable Trust on the City's land and assume all the rights and responsibilities of Flying Investments, LLC within the assigned Ground Lease Agreement.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Agreement For Assignment of the rights, responsibilities and duties of the Ground Lease Agreement entered into on June 1, 2003, to Walker Flight Services, LLC subject to the consummation of the purchase agreement by and between the Gerald B. Jones Revocable Trust, LLC and Walker Flight Services, LLC, the execution of the Assignment and Assumption of Ground Lease by and between Flying Investments, LLC and Walker Flight Services, LLC, and acceptance of the Agreement For Assignment.

City of Fayetteville Staff Review Form

2018-0165

Legistar File ID

4/3/2018

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

Summer Fallen

3/13/2018

Aviation /
Transportation Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Staff recommends approval and signature of the Mayor on agreement for an assignment of the Flying Investments ground lease to Walker Flight Services, LLC.

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 # 71-02

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 3, 2018

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director

FROM: Summer Fallen, Airport Services Manager

DATE: March 13, 2018

SUBJECT: Walker Flight Services, LLC Agreement for Assignment

RECOMMENDATION:

Staff recommends approval and signature of the Mayor on agreement for an assignment of the Flying Investments ground lease to LC Joint Adventures, LLC.

BACKGROUND:

Flying Investments entered into a ground lease with the city on June 1, 2003, for property located at 4564 S. School Avenue, to construct a corporate hangar. The initial term of the lease runs through 2033 and has the sole option to extend an additional twenty years. Flying Investments paid \$780.00 for the first year's rent and the amount has been adjusted every five years.

Flying Investments is solely responsible for upkeep and maintenance of the leased property and its hangar. The City also agreed to provide a significant discount for the sale of fuel as described in Lease Attachment Number Two: First 100,000 gallons delivered in-to-plane \$.25 above cost per gallon; Second 100,000 gallons delivered in-to-plane \$.20 above cost per gallon; Third 100,000 gallons delivered in-to-plane \$.15 above cost per gallon; Fourth and Subsequent 100,000 gallons delivered in-to-plane \$.10 above cost per gallon.

DISCUSSION:

Walker Flight Services, LLC has made an offer to Flying Investments for the purchase of the hangar which will also require an assignment of the ground lease. Paragraph 11 of the ground lease requires the written permission of the City for an assignment to be effective. Walker Flight Services, LLC has agreed to take on all of the rights and responsibilities set forth in the ground lease and will also continue to receive the benefit of the fuel discount if the City agrees to the assignment.

BUDGET/STAFF IMPACT:

This lease will provide \$1,397.45 in revenue to the airport per year at the current rate.

Attachments:

SRF
Agreement for Assignment
Letter from Walker Flight Services with proposed assignment
Resolution 71-02 Ground Lease Agreement

AGREEMENT FOR ASSIGNMENT

Pursuant to the Fayetteville City Council Resolution approved on _____, 2018, I, Mayor Lioneld Jordan, do hereby consent on behalf of the City of Fayetteville to the assignment of the Ground Lease Agreement entered into between the City of Fayetteville and Flying Investments, LLC on May 7, 2002, for property located at 4564 S. School Avenue, to WALKER FLIGHT SERVICES, LLC, subject to WALKER FLIGHT SERVICES, LLC's complete and full acceptance of all of its responsibilities and duties within the Ground Lease Agreement and its consummation of its purchase agreement with Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007.

ATTEST:

CITY OF FAYETTEVILLE

City Clerk Sondra E. Smith

Mayor Lioneld Jordan

Date: _____, 2018

WALKER FLIGHT SERVICES, LLC does hereby agree that it shall bound by all the rights, responsibilities and duties including the timely and complete payment of rent of the Ground Lease Agreement of May 7, 2002, entered into between the City of Fayetteville and Flying Investments, LLC, once it has consummated its purchase agreement with Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007, and the Ground Lease Agreement has been assigned to WALKER FLIGHT SERVICES, LLC. I hereby certify that the below named person is authorized to sign for and bind WALKER FLIGHT SERVICES, LLC.

WITNESS:

WALKER FLIGHT SERVICES, LLC

Mandy Macke
Signature

Name: Mandy Macke

Title: _____

Date: 3/9/18

By: John M. Walker
John M. Walker, Managing Member

Date: 3.9.18



**BARBER
&
BARTZ**

ATTORNEYS AT LAW
a Professional Corporation

RON B. BARBER
ROBERT J. BARTZ
CURTIS J. SHACKLETT
JOE M. FEARS
ROBERT L. BEARER
RICHARD D. WHITE, JR.
KENNETH E. CRUMP, JR.
W. TODD HOLMAN
GARY L. MADDUX
STEFAN A. MECKE
KURTIS R. EATON
KELSEY T. PIERCE
WILLIAM CANDLER SEARCY
NANCY HANANIA JONES
KARA PRATT
TAYLOR A. BURKE
PETER WOODSON
CODY A. REESE
ADRIENNE CASH
MARIA LUCKERT
DAVID PAGE *of counsel*

PARK CENTRE
525 S. MAIN STREET
SUITE 800
TULSA, OK
74103-4511

TELEPHONE
918 599-7755

FAX
918 599-7756

www.barberbartz.com

March 8, 2018

***Via Email Correspondence and U.S. Certified Mail, Return Receipt
Requested***

Blake E. Pennington
Assistant City Attorney
Office of the City Attorney of Fayetteville
113 W. Mountain Street, Suite 302
Fayetteville, AR 72701
bpennington@fayetteville-ar.gov

**RE: Assignment of Ground Lease from Flying Investments,
LLC to Walker Flight Services, LLC**

Dear Blake:

Flying Investments, LLC currently leases land from the City located at 4564 S. School Avenue at the City's Municipal Airport. A corporate-style hangar has been constructed on this property by Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007. Mr. Jones is the owner of Flying Investments, LLC, and desires to sell the hangar to our Firm's client, Walker Flight Services, LLC. In connection with this proposed transaction, the parties are requesting that the City approve of the assignment of Flying Investment, LLC's lease to Walker Flight Services, LLC. The purchase and sale of the hangar will not occur without the assignment of this lease as requested.

Walker Flight Services, LLC is owned by Walker Properties II Limited Partnership and is managed by its Manager, John M. Walker. Mr. Walker is also owner of Sunrise Enterprises, LLC, which currently operates out of the hangar located at 4564 S. School Ave. at the City's Municipal Airport. Sunrise Enterprises, LLC has been a good operator and customer at the airport. Walker Flight Services, LLC will similarly be a responsible operator and customer, and will of course agree to be bound by all the rights, responsibilities and duties of tenant, including, but not limited to, the timely payment of all rent owed, under the current lease between Flying Investments, LLC and the City for the 4564 S. School Ave. property once said lease has been assigned to Walker Flight Services, LLC and its purchase of the associated hangar has been consummated.

Enclosed is a copy of the proposed Assignment we request the City to approve. I have also copied Tom Overbey, counsel for Flying Investments, LLC, Gerald Jones and Gerald Jones, Trustee of the Gerald B. Jones Revocable Trust, dated January 22, 2007. Thank you and please let me know if you need any additional information or documentation from our client.

Sincerely,

Barber & Bartz

A handwritten signature in blue ink, appearing to be "Ron B. Barber", is written over the printed name.

Ron B. Barber

RBB/aag
Enclosure

Cc: Tom Overbey (via email only to toverbey@artaxlaw.com)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS that Flying Investments, LLC, an Arkansas limited liability company (the “**Assignor**”), in consideration of the mutual promises, agreements and covenants contained in that particular Hangar Purchase Agreement executed by the parties hereto on March 2, 2018 (the “**Agreement**”), and for other good and valuable consideration given by WALKER FLIGHT SERVICES, LLC, an Arkansas limited liability company (the “**Assignee**”), the receipt and sufficiency of which is hereby acknowledged, does hereby, effective as of the date Assignor signs below (“**Effective Date**”), convey, transfer and assign unto the Assignee all of Assignor's right, title and interest in and to the Lease Agreement entered into on May 7, 2002 by and between Assignor and the City of Fayetteville, Arkansas (the “**City**”) attached hereto whereby Assignor leases certain real estate from the City located at 4564 S. School Avenue, Fayetteville, Arkansas (the “**Ground Lease**”),

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from and after the Effective Date hereof, subject to the terms, covenants, conditions and provisions contained in the Ground Lease.

The Assignee hereby assumes, as of the Effective Date, the performance of all of the terms, covenants and conditions of the Ground Lease herein assigned by the Assignor to the Assignee from and after the Effective Date hereof and hereby agrees to perform all of the terms, covenants and conditions contained in the Ground Lease from and after the Effective Date hereof, all with the full force and effect as if Assignee had signed the Ground Lease originally as the tenant named therein.

This instrument may be executed in counterparts, which counterparts, when taken together, shall constitute a single agreement. This instrument may be executed and delivered by electronic and/or facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have each set their hands as of the date indicated by each below but this Assignment and Assumption of Leases shall be effective as of the Effective Date set forth herein.

ASSIGNOR:

Flying Investments, LLC

By:_____

Name: Gerald Jones

Title: Managing Member

Date:_____

ASSIGNEE:

WALKER FLIGHT SERVICES, LLC

By:_____

Name: John M. Walker

Title: Managing Member

Date:_____

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RESOLUTION NO. 71-02

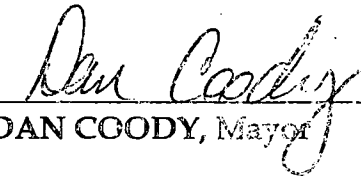
A RESOLUTION APPROVING A GROUND LEASE AGREEMENT
WITH FLYING INVESTMENTS, LLC FOR SPACE AT THE
FAYETTEVILLE MUNICIPAL AIRPORT TO CONSTRUCT A
CORPORATE HANGAR.

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

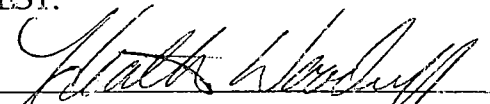
Section 1. That the City Council hereby approves a Ground Lease
Agreement with Flying Investments, LLC for space at the Fayetteville Municipal
Airport to construct a corporate hangar. A copy of the Lease Agreement marked
Exhibit "A" is attached hereto and made a part hereof.

PASSED and APPROVED this 7th day of May 2002.

APPROVED:

By: 
DAN CGODY, Mayor

ATTEST:

By: 
HEATHER WOODRUFF, City Clerk

MAY 03 980.00

MAY 08 1146.60

LEASE AGREEMENT

Ground Lease

This Lease Agreement entered into this 7 day of May, 2002, by and between the City of Fayetteville, Arkansas, hereinafter referred to as the "Lessor," and Flying Investments LLC, P. O. Box 8157, Fayetteville, Arkansas 72703 hereinafter referred to as "Tenant";

WHEREAS, the Lessor owns and operates an Airport known as Fayetteville Municipal Airport - Drake Field, situated in Washington County in the State of Arkansas; and

WHEREAS, Tenant desires to lease from Lessor certain space for the construction of an aircraft hangar and ramp as described below:

A CERTAIN TRACT OF LAND 140 FT. X 140 FT. LOCATED AT THE FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD AND MORE PARTICULARLY SET FORTH AND SHOWN ON EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF, ONCE COMPLETED TO HAVE AN ADDRESS ON SOUTH SCHOOL AVENUE.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **LEASEHOLD**. The Lessor does hereby grant, demise and lease unto Tenant certain premises situated in Washington County, Arkansas, within the boundaries of the Fayetteville Municipal Airport- Drake Field. Tenant will be responsible for all improvements to the Leased Premises.

2. **TERM**. The term of this lease is for thirty (30) years beginning on the first day of the next month following the date the occupancy permit is granted (1 day of JUNE, 2002), and ending at midnight the end of the previous month in the year 2032 (MAY 31, 2032), unless otherwise terminated, canceled or extended as set forth herein below. Lessor or Tenant may terminate this lease at any time by giving the other party thirty (30) days written notice of termination during the first six (6) months following the date of the lease and prior to the ground breaking for the new facility.

A. Option to Extend. Tenant Flying Investments LLC shall have the option to extend the Lease Term of this Lease for one (1) period of Twenty (20) years if Tenant Flying Investments LLC, has satisfied the following conditions (extensions beyond fifty (50) years must be renegotiated and approved by the City Council):

(1). Tenant has complied with and performed all conditions, covenants, and terms of the Agreement without any defaults known to Tenant, or any defaults that are not otherwise in the process of being resolved in the manner provided in this Agreement.

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(2). Notice of Flying Investments LLC's request to renew has been made and presented in writing to the City of Fayetteville at least one hundred twenty (120) days prior to the expiration of the term.

(3.) The amount of rental fees shall have been successfully negotiated and agreed to by the parties for the extended lease term.

3. **RENTAL FEES.** During the term of this lease, Tenant Flying Investments agrees to pay Lessor-City of Fayetteville an annual ground rental fee of five cents (\$.05) per square foot of total leased ground space. Leased ground space totals 19,600 square feet. Annual rental due the Lessor is Nine Hundred and Eighty Dollars (\$980.00). Said rental is to be paid in advance in yearly installments on the first day of the next month following the date the occupancy permit is granted (day of MAY, 2003).

If paid annually, or in increments of five (5) years or less, rental charges shall be reviewed every five (5) years and the rental charges for the next five (5) years of the lease term will be adjusted up to reflect the Consumer Price Index (CPI) plus one (1) percent, using the formula on Lease Attachment #1.

The parties agree that the rental to be effective as of the commencement of each period of the lease shall be equal to the rate set forth, as adjusted by the CPI, as defined to mean the monthly index published by the United States Department of Labor, Bureau of Labor Statistics and in no case shall be less than the amount paid for the previous period. Index utilized will be for the month nearest to the renewal date as published by the United States Department of Labor, Bureau of Labor Statistics prior to the renewal date.

A delinquency charge will be imposed on payments not received by the close of business on the tenth day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. All payments shall be delivered or mailed to: City of Fayetteville, 113 West Mountain Street, Fayetteville, Arkansas 72701.

4. **UTILITIES AND JANITORIAL SERVICES.** Tenant shall be responsible for the payment of the utilities associated with any, but not limited to, electric, gas, heating, water/sewer, and trash removal to the leasehold.

The Lessor shall not be required to furnish to Tenant any facilities or services of any kind, such as, but not limited to, water/sewer, trash removal, electricity, or gas. Any such facilities or services required by Tenant for their use and purposes shall be their sole and exclusive responsibility and agree to hold Lessor harmless from any responsibility or liability therefore.

5. **TERMS AND CONDITIONS.** Tenant agrees to comply with and abide by all terms and conditions set forth in this original Agreement of Lease.

6. **USE OF THE PREMISES.** Tenant agrees that the leased premises shall be used and occupied only as an aircraft hangar and for related lawful purposes.

A. **Flammable Material.** Tenant further agrees not to store any flammable material on the demised premises other than a limited supply of oils and agents necessary for the operation of an aircraft hangar.

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

C. Tenant shall not start or operate aircraft engines within the facility leased hereby and shall not allow such operations by any other person.

7. **USE OF THE AIRPORT.** Tenant Flying Investments LLC is granted the use, in common, without charge, with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been or may hereafter be provided at or in connection with the Airport from time to time including, but not limited to, the landing field and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and takeoffs.

Tenant agrees to observe and obey Lessor's Ordinances and Regulations with respect to the use of the demised premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, state, and federal ordinances, rules and regulations. Tenant agrees to abide by the rulings of the Federal Aviation Administration with respect to the use of the Leased Premises. "*Airport Minimum Standards for Operations and Commercial Activities*" herein referred to as Airport Minimum Standards at Fayetteville Municipal Airport are made part of this lease by reference as if included word for word. Special provisions for the use of fuel storage facilities are at Lease Attachment #2.

8. **REPAIRS, MAINTENANCE AND APPEARANCE.**

A. Tenant shall at all times during the term of this Lease Agreement, at Tenant's expense,

keep and maintain in good repair and safe condition the leased premises and the equipment and appurtenances, both inside and outside, structural and non-structural, extraordinary and ordinary, whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise. When used herein, the term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. Tenant acknowledges that Tenant shall be responsible for the repairs and maintenance necessary to maintain the structural integrity of the hangar. Tenant will at all times maintain the Leased Premises in a clean, orderly, and attractive condition; not allow the accumulation of rubbish, trash, refuse and any unsightly conditions or fire hazards on the Leased Premises. Tenant shall be responsible for mowing and the upkeep of the outside grounds of the Leased Premises. Tenant shall be responsible for all janitorial services and trash removal from the Leased Premises.

B. The necessity for and adequacy of repair to the Lease Premises, pursuant to subparagraph (a.) hereof, shall be measured by the standard which is appropriate for improvements of similar construction and also shall meet the requirements and standards set out and promulgated by the City of Fayetteville pursuant to the primary lease referred to above.

C. Tenant agrees to reimburse Lessor for all sums and expenses incurred in the repairs or maintenance required or caused to be made pursuant to the regulations and rules of the Lessor mentioned in subparagraph (b) above as a result of failure by Tenant to maintain or repair the demised premises as required.

9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall have prior written consent from the Lessor, meeting all City requirements, to make any alterations, additions and improvements Tenant deems necessary and desirable to the interior of the leased premises. Tenant shall not be entitled to make any major or material alterations, additions or changes to the exterior of the leased premises without the Lessor's prior written consent. Tenant acknowledges and agrees that all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, shall become the property of the Lessor upon the terminations of the Lease Agreement.

10. **INSURANCE.** Tenant shall obtain and maintain property insurance coverage for the repair or replacement of the leasehold and any adjacent improvements, with an insurance company licensed to do business in the State of Arkansas, naming the City of Fayetteville and the Fayetteville Municipal Airport and their trustees, agents, officers, and employees are named as an additional insured on the policy, and Tenant shall provide the Airport Administration Office with a Certificate of Insurance during the term of this Lease.

Tenant acknowledges that it is the Tenant's responsibility to maintain insurance on Tenant's personal property.

11. **SUB-LEASING AND ASSIGNMENT.** Tenant shall not be entitled to sub-lease or assign the Tenant's interest in this Lease Agreement without first obtaining the written permission of the Lessor, provided however, Tenant may assign Tenant's interest in this Lease Agreement for a One

AN

Hundred and Eighty (180) day period to Qualified Escrow, LLC, in order for Tenant to accomplish a tax deferred exchange under Section 1031 of the Internal Revenue Code. A request to sub-lease or an assignment of the lease will not be unreasonably withheld.

12. **EVENTS OF DEFAULT.** The following shall be "events of default" under this Agreement, and the terms "events of default" or "default" shall mean, whenever they are used herein, any one or more of the following.

A. Tenant shall fail to pay when due and owing any rentals hereunder and such nonpayment shall continue for twenty days after written notice thereof by the Airport;

B. Tenant voluntarily shall abandon, desert, or vacate the Leased Premises;

C. Tenant shall fail to comply with insurance requirements imposed hereunder;

D. Tenant shall fail to observe or perform any other of its obligation hereunder, and such failure shall continue unremedied for twenty (20) days after the Lessor shall have given to the Tenant written notice specifying such default. Provided, the Airport may grant Tenant such additional time as it's reasonably required to correct any such default if Tenant has instituted corrective action and diligently is pursuing the same;

E. Tenant shall fail to provide and maintain any security assurances required hereunder; or

13. **REMEDIES UPON Tenant'S DEFAULT.** Whenever an event of default of Tenant shall occur, the Lessor may pursue any available right or remedy at law or equity including:

A. Termination. At its exclusive option, the Lessor may deliver to Tenant written notice of termination, specifying the date upon which the Agreement will terminate. In the event of termination, Tenant's rights to possession of the Leased Premises immediately shall cease. The Lessor may then reenter and take possession of the Leased Premises and Tenant forthwith shall surrender possession of the Leased Premises. Upon termination of this Agreement, Tenant shall be liable for payment of:

(1.) All sums accrued through the date of termination.

(2.) The reasonable costs incurred by the Lessor to relet the Leased Premises, or any portion thereof; and

(3.) The reasonable cost incurred by the Lessor to restore the Leased Premised or any portion thereof to the condition in which they originally were leased, ordinary wear and tear excepted.

All rentals received by the Lessor from re-letting the Leased Premises after the termination of this

Agreement shall be credited against the Outstanding Rental Balance. The acceptance by the Lessor of any rentals from Tenant after the termination of this Agreement shall not reinstate this Agreement.

Upon such notice, Tenant agrees to vacate the premises immediately. Should it become necessary for Lessor to resort to judicial process to enforce the terms of this Agreement, or reclaim possession of the premises, Tenant agrees to pay a reasonable attorney's fee.

14. **EXPIRATION OR TERMINATION.** On the expiration or other termination of this Lease, Tenant's right to use the demised premises shall cease, and Tenant shall vacate the premises without unreasonable delay. All property installed, erected, or placed by Tenant in, on, or about the premises leased hereunder shall be deemed to remain the property of Lessor. Tenant shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of seven (7) days after the expiration or other termination of this agreement, to remove any or all of Tenant's property, subject, however to Tenant's obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Tenant prior to the expiration of the aforesaid seven (7) day period shall thereupon become a part of the land on which it is located and title hereto shall thereupon vest in Lessor.

15. **TERMINATION OF AIRPORT.** In the event that the Fayetteville Municipal Airport facility and property are no longer used for aviation purposes, the Tenant may remain in possession of the premises until the end of the lease term with the right to use the premises for any use allowable under Arkansas law.

16. **TAXES.** Tenant shall pay all ad valorem taxes and assessments upon the leased premises and upon all personal property located upon the leased premises which are assessed during the lease term.

17. **MORTGAGING OF LEASEHOLD.** Tenant is hereby given the absolute right without the Lessor's consent to mortgage his interest in the leased premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of Lessor in and to the land and building (hangar facility complex) erected thereon.

18. **INDEMNITY.** Tenant agrees to indemnify Lessor against any liability for injuries to persons or damage to property caused by Tenant's gross negligent use or occupancy of the leased premises; provided, however, that Tenant shall not be liable for any personal injury, damage or loss occasioned by the negligence of Lessor or its agents or employees, and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity asset forth under Arkansas Law.

19. **NON-WAIVER.** Neither the waiver by Lessor of any breach of Tenant of any provision hereof nor any forbearance by the Airport to seek a remedy for any such breach shall operate as a waiver of any other breach of Tenant.

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

LESSOR:

Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
PH: 479-718-7642
FAX: 479-718-7646

LESSOR:

Flying Investments LLC
P. O. Box 8157
Fayetteville, Arkansas 72703
PH: 479-530-4000
FAX: 479-443-9424

21. This Agreement shall be construed under the laws of the State of Arkansas.

22. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representatives, successors, and assign of the respective parties hereof.

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

LESSOR:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Dan Coody, Mayor

ATTEST:

By: _____

Heather Woodruff, City Clerk

LESSEE:

By: _____

DIRECTOR of AVIATION

Title

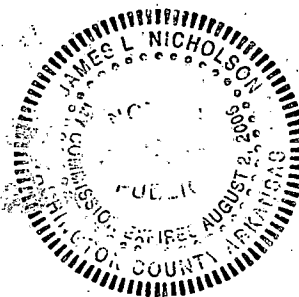
ATTEST:

By: _____

Title: _____

Financial Coordinator

Commission Expires
August 2, 2006-7.



LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of the commencement of each of the Dates Upon Which Rent Increases Apply and shall be determined by the following formula:

Rent as last so increased under this Lease

multiplied by:

$$1 + \frac{\text{Current Index} - \text{Base Index}}{\text{Base Index}}$$

plus

one percent (1%) of the Rent as last so increased under this Lease

Where; "Current Index" shall be the CPI (*D-1 Consumer Price Index-All City Average,* "all items groups, subgroups and special groups," published monthly in the *Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor*) for the month immediately prior to the applicable Dates Upon Which Rent Increases Apply, and Base Index shall be the CPI for the month immediately prior to the Commencement Date or the most recent Dates Upon Which Rent Increases Apply, whichever is applicable. In no event, however, shall the Rent for any period be less than the Rent as last so increased under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by the successor (or the most nearly comparable successor index) thereto, adjusted as appropriate to the applicable dates.

LEASE ATTACHMENT NUMBER TWO

Fuel stored in the Airport Fuel Storage Facility shall be coordinated with the Airport Administration Office and all fees and charges required by City Ordinance shall be remitted to the City of Fayetteville. Deliveries shall be coordinated so as not to overfill the fuel storage tanks. In addition to Buyer and Supplier Fees (Fuel Flowage Fees) charged by City of Fayetteville Ordinance, an In-To-Plane Fee shall be charged at the following rate schedule for each calendar year.

First:	100,000 gallons delivered in-to-plane	\$.25 per gallon
Second:	100,000 gallons delivered in-to-plane	\$.20 per gallon
Third:	100,000 gallons delivered in-to-plane	\$.15 per gallon
Fourth:		
And Subsequent:	100,000 gallons delivered in-to-plane	\$.10 per gallon

N 44° 05' 33.60" W

RUNWAY OBSTACLE FREE ZONE

RUNWAY SAFETY AREA

5-80' x 100' HANGARS
(8,000 S.F.)

100' x 200' HANG,
(20,000 S.F.)

6-100' x 100' H
(10,000 S.F.)

GRAVEL

FUTURE
PARKING

ENTRANCE SIGN

PL 12' W

FLYING INVESTMENTS LLC

Exhibit "A"

ADN



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0171

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT IN THE AMOUNT OF \$135,900.00 FOR THE AIRPORT TERMINAL PARKING LOT REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Arkansas Department of Aeronautics 80/20 Grant in the amount of \$135,900.00 for the Airport Terminal Parking Lot Rehabilitation Project.

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

City of Fayetteville Staff Review Form

2018-0171

Legistar File ID

4/3/2018

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

Summer Fallen

3/16/2018

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to accept an 80-20 grant offer from the Arkansas Department of Aeronautics in the amount of \$135,900.00 for the Airport Terminal Parking Lot Rehabilitation Project. The Aviation Division will expend up to \$45,000.00 of its fund balance reserve in order to match 20% of the total project cost, plus a project contingency to 10% of the approved project budget, or \$18,090.00. Staff is also requesting approval of a budget adjustment.

Budget Impact:

5550.760.3960-5314.00

5550.760.3960-5315.00

Account Number

31709.2018

Project Number

Budgeted Item? No

Does item have a cost? No

Budget Adjustment Attached? Yes

Airport

Fund

Terminal Parking Lot Rehab

Project Title

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Item Cost

Budget Adjustment \$ 198,990.00

Remaining Budget \$ 198,990.00

V20180209

Previous Ordinance or Resolution # 212-17

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: March 14, 2018

SUBJECT: Airport Terminal Parking Lot Rehabilitation Grant Acceptance

RECOMMENDATION:

Staff requests approval for the Aviation Division to accept an 80-20 grant offer from the Arkansas Department of Aeronautics in the amount of \$135,900.00 for the Airport Terminal Parking Lot Rehabilitation Project. The City's 20% portion match of \$45,000.00 will come from fund balance. Staff is also requesting approval of a budget adjustment.

BACKGROUND:

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

DISCUSSION:

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

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

BUDGET/STAFF IMPACT:

ADA:	\$135,900.00
City of Fayetteville:	<u>\$45,000.00</u>
TOTAL:	\$180,900.00

The Aviation Division will expend up to \$45,000.00 of its fund balance reserve in order to match 20% of the total project cost, plus a project contingency to 10% of the approved project budget, or \$18,090.00.

ATTACHMENTS:

Staff Review Form
City Council Memo
FAA Grant Offer
Resolution 212-17
Budget Adjustment



STATE OF ARKANSAS

DEPARTMENT OF AERONAUTICS

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



ASA HUTCHINSON
GOVERNOR

February 21, 2018

JERRY CHISM
DIRECTOR

COMMISSIONERS

Jay Brain
Rogers

Will Dawson
Clinton

Michael Hutchins
DeValls Bluff

Sam Jackson
Blytheville

Clark W. Mason
Little Rock

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

FAYETTEVILLE-DRAKE FIELD
ATTN: The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan:

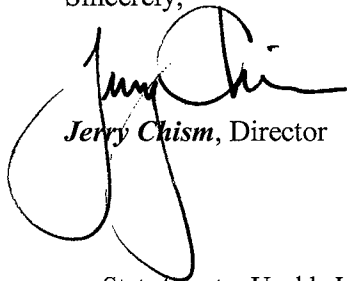
During the February 21, 2018 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Fayetteville-Drake Field. The request approved provides funding in the amount of \$135,900.00 to rehabilitate the terminal building parking lot.

This grant has been assigned as Grant #3682-18 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. ***The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.***

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

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

Sincerely,


Jerry Chism, Director

RECEIVED

MAR 01 2018

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

cc: State Senator Uvalde Lindsey; State Representative Charlie Collins

JC:kg



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

Resolution: 212-17

File Number: 2017-0607

ARKANSAS DEPARTMENT OF AERONAUTICS:

A RESOLUTION TO AUTHORIZE THE APPLICATION FOR AN 80/20 MATCHING GRANT FROM THE ARKANSAS DEPARTMENT OF AERONAUTICS IN THE AMOUNT OF \$135,900.00 FOR REHABILITATION OF THE TERMINAL PARKING LOT AT DRAKE FIELD

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

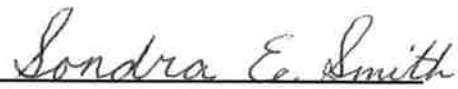
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the application for an 80/20 matching grant from the Arkansas Department of Aeronautics in the amount of \$135,900.00 for rehabilitation of the terminal parking lot at Drake Field.

PASSED and APPROVED on 10/18/2017

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer



Budget Year	Division	Adjustment Number
2018	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: Dee McCoy	

A budget adjustment is needed to accept an 80-20 Grant from the ADA (Grant # 3682-18) for the Terminal Parking Lot Rehabilitation Project in the amount of \$135,900. The Aviation Division will expend up to \$45,000.00 of its fund balance reserve in order to match 20% of the total project cost, plus a project contingency to 10% of the approved project budget, or \$18,090.00.

Liz Hutchens
3/20/2018 11:12 AM

GLDATE: _____
POSTED: _____

v.20180119

C:\Program Files\Granicus\Legistar5\Packet\1253_City Council Agenda Session_3_27_2018\0004_2_BA_ARKANSAS DEPARTMENT OF AERONAUTICS 8020 GRANT 1 of 1



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0173

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

BID #18-17 GOODWIN & GOODWIN, INC.:

A RESOLUTION TO AWARD BID #18-17 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$292,955.00 FOR THE DINSMORE TRAIL WATER MAIN REPLACEMENT PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$43,943.25

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 # 18-17 and authorizes a contract with Goodwin & Goodwin, Inc. in the amount of \$292,955.00 for the Dinsmore Trail Water Main Replacement Project, and further approves a project contingency in the amount of \$43,943.25.

City of Fayetteville Staff Review Form

2018-0173

Legistar File ID

4/3/2018

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

Tim Nyander

3/13/2018

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a construction contract with Goodwin & Goodwin Inc., in the amount of \$292,955.00 for Bid 18-17 Construction, Dinsmore Trail Water Main Replacement, and approval of a 15% project contingency in the amount of \$43,943.25 for a total of \$336,898.25.

Budget Impact:

5400.720.5600-5808.00

Water and Sewer

Account Number

Fund

12009.1601

Water Master Plan & Dinsmore Trail

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 6,862,594.00

Funds Obligated \$ 1,380,354.70

Current Balance \$ 5,482,239.30

Does item have a cost? Yes

Item Cost \$ 336,898.25

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 5,145,341.05

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: March 14, 2018

SUBJECT: Bid 18-17 Construction, Dinsmore Trail Water Main Replacement

RECOMMENDATION:

Staff recommends approval of a construction contract with Goodwin & Goodwin Inc., in the amount of \$292,955.00 for Bid 18-17 Construction, Dinsmore Trail Water Main Replacement; approval of a 15% project contingency in the amount of \$43,943.25. The total funding request is \$336,898.25.

BACKGROUND:

Bid 18-17 Construction, Dinsmore Trail Water Main Replacement Road will provide replacement of approximately 4,000 linear feet of 8-inch water main on Dinsmore Trail.

DISCUSSION:

Public Bids were opened on February 22, 2018. Four bids were received. The low bid of \$292,955.00 was submitted by Goodwin & Goodwin, Inc.

Brothers Construction	Goins Enterprises	Goodwin & Goodwin, Inc.	Seven Valleys Construction Co. Inc.
\$384,310.00	\$350,195.00	\$292,955.00	\$399,920.00

BUDGET/STAFF IMPACT:

Funds are available in the Water System Rehabilitation/Replacement project.

Attachments:

Bid proposal and Agreement – Goodwin & Goodwin, Inc.
Letter of Recommendation MWY/Olsson dated March 6, 2018.

DOCUMENT 00400 - BID FORM

Contract Name: CONSTRUCTION - DINSMORE TRAIL WATER MAIN REPLACEMENT

Bid Number: 18 -17

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Goodwin + Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

ARTICLE 1- INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>#</u>	<u>Number</u>	<u>Date</u>
# 1		2/13/18

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

DOCUMENT 00400 - BID FORM (continued)

BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	12,000	12,000
2	Insurance and Bonding	LS	1	10,000	10,000
3	Construction Control (Staking)	LS	1	3,000	3,000
4	Clearing, Grubbing, & Demolition	LS	1	15,000	15,000
5	8" PVC, C-900 DR-14 Water Main	LF	4240	37. ⁹	156,880
6	Compact Ductile Iron Fittings, including Megalug Restraints, as required, complete in place	LBS	1000	8. ⁰⁰	8,000
7	8" Gate Valve with Valve Box	EA	3	1,800	5,400
8	6" Three-Way Fire Hydrant Assembly, with valve, complete in place	EA	5	4,800	24,000
9	Remove Existing Fire Hydrant and deliver to Owner	EA	5	400	2,000
10	2" Combination Air Release and Vacuum Valve Assembly, complete in place	EA	1	2,000	2,000
11	Sta 0+00 - Tie to existing water main, including 8"x8" tapping sleeve and valve, complete in place	LS	1	4,000	4,000
12	Sta 42+27 Tie to existing water main, including new 8"x8" tapping sleeve and valve, complete in place	LS	1	4,000	4,000
13	Single Meter Setting, including pressure reducer and Plumber's connection to existing service line, complete in place	EA	5	1,300	6,500
14	Single Meter Setting, complete in place	EA	3	1,000	3,000
15	Remove Existing Meter Setting and deliver to Owner	EA	5	150	750
16	Cut and Cap Existing 8" Water Main	EA	1	1,500	1,500
17	Reconnect Existing Service Line to new 8" Water Main, including SB2 backfill and surface repair, complete in place	EA	3	1,800	5,400

DOCUMENT 00400 - BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
18	2" HDPE Bored Casing, including 1" water service line and connection to existing meter	LS	2	2,200	4,400
19	Asphalt/Concrete Pavement and Driveway Repair, including SB2 base material as necessary, complete in place	LF	125	35. ⁰⁰	4,375
20	Rip Rap for Ditch Crossings	TON	150	55. ⁰⁰	8,250
21	Sediment Control, Erosion Control and Site Restoration, and Compliance with NPDES Stormwater Permit and the Comprehensive Best Management Practices Plan (CBMPP)	LS	1	12,000	12,000
22	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	500	500
TOTAL AMOUNT BID				\$ 292,955.⁰⁰	

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of the Bid Schedule.

ARTICLE 5 - CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond in the amount of:
Fifteen Thousand Dollars (\$ 15,000)

DOCUMENT 00400 - BID FORM (continued)

- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Goodwin + Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, Arkansas 72903
Email Pipedude08@yahoo.com
Phone No. 479-651-7321
Fax No. 479-783-7555

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

ARTICLE 9 - CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

DOCUMENT 00400 - BID FORM (continued)

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

DOCUMENT 00400 - BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on Feb 22nd, 2018Arkansas State Contractor License No. 0016960418

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : _____ (SEAL)

By: _____

(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

DOCUMENT 00400 - BID FORM (continued)

A Corporation or Limited Liability Company (LLC)Corporation Name : Goodwin + Goodwin, Inc (SEAL)State of Incorporation: ArkansasType (General Business, Professional, Service, Limited Liability): ServiceBy: Bryan Goodwin

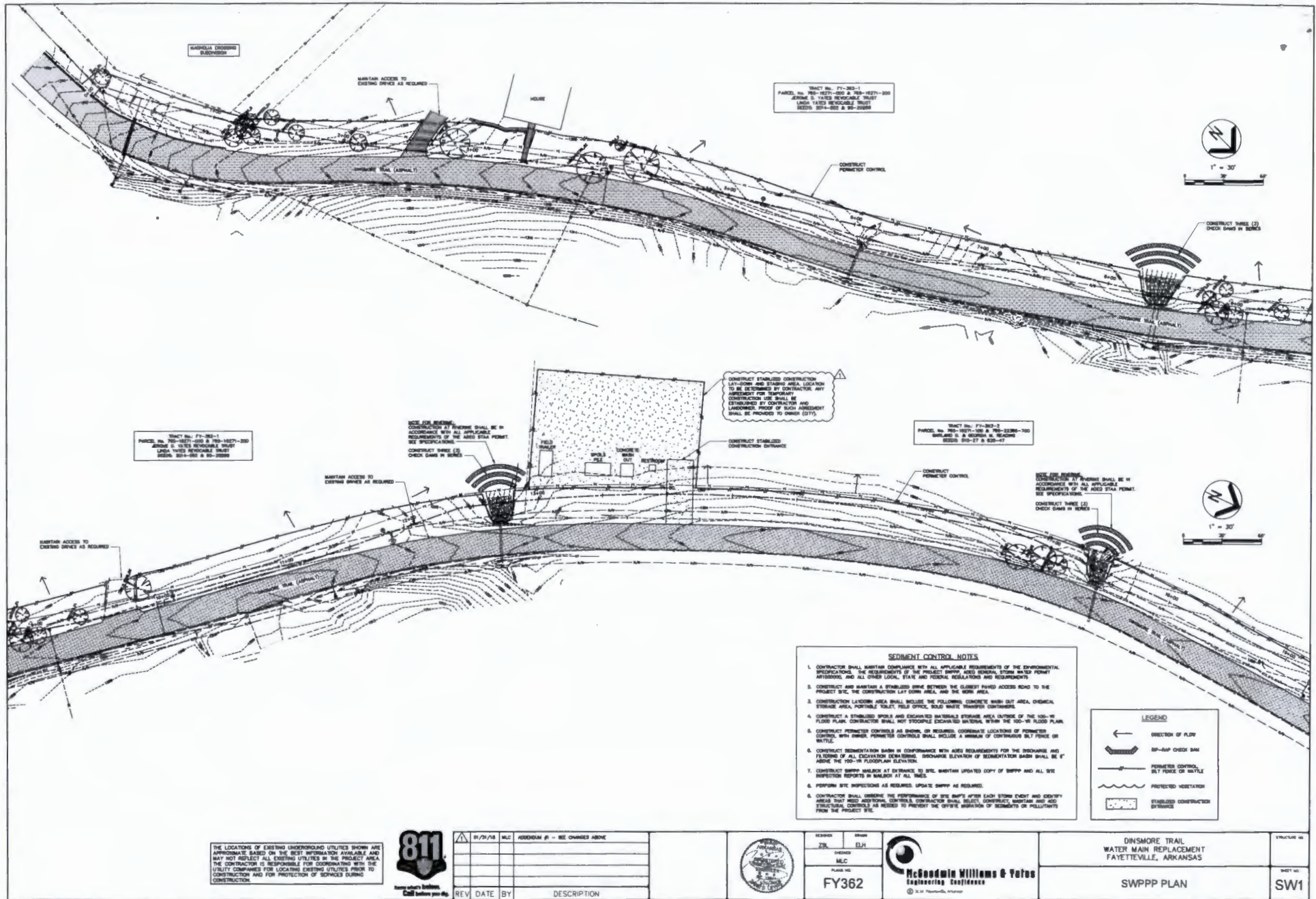
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): Bryan GoodwinTitle: PresidentAttest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Business address: 3503 Free Ferry RoadFort Smith, AR 72903Phone No: 479-651-7321 Fax No: (479) 783-7555Email Address: Pipedude08@yahoo.com

END OF DOCUMENT 00400



GOODWIN & GOODWIN, INC.

General, Plumbing & Utility Contractor
3503 Free Ferry Road
Fort Smith, AR 72903
Cell (479) 651-7321 Fax (479) 783-7555

2-22-2018

1. City of Fayetteville Hwy 112. Porter Road
Water & Sewer Relocation Over 3.0 mi 2017
2. City of Fort Smith, Sewer Rehab - 2017-2018
over 4.0 mi
3. City Fayetteville Garland Ave Relocation over 3.0 mi
Water & Sewer.
4. City of Fort Smith Pump Stations
2.6 mi
5. City Fort Smith Street Overlay
2.6 mi
6. City Fort Smith Street for BALDOR
\$600,000

Bryan Goodwin

Financial Statements

**of
GOODWIN & GOODWIN, INC.
For the Period Ended September 30, 2017**

SEE ACCOMPANYING ACCOUNTANT'S COMPILATION REPORT

GOODWIN & GOODWIN, INC.

**Balance Sheet
September 30, 2017**

ASSETS

Current Assets

Suspense	\$	8,350.00
Cash		579,672.56
Accounts receivable		722,228.79
Retainage		12,201.00
Cost in excess of billings		<u>4,478.00</u>

Total Current Assets \$ 1,326,930.35

Fixed Assets

Signs	355.68
Construction equipment	2,273,389.24
Vehicles	846,967.03
Accumulated depreciation	<u>(2,799,539.81)</u>

Total Fixed Assets 321,172.14

Total Assets \$ 1,648,102.49

GOODWIN & GOODWIN, INC.**Balance Sheet****September 30, 2017****LIABILITIES AND EQUITY****Current Liabilities**

Accounts payable	\$	278,320.26
Federal & FICA depository acct		4,441.43
State withholding payable		972.31
Federal unemployment payable		878.56
State unemployment payable		0.22
Child support payable		(116.85)
Long-term debt - current		<u>20,000.00</u>

Total Current Liabilities

\$ 304,495.93

Long Term Liabilities

Notes payable - Goodwins	(196,705.20)
N/P - Komatsu -000 \$1754.61	21,489.24
N/P- Komatsu -002 \$1804.64	23,254.89
Note payable - Takeuchi-4299	11,833.49
N/P - Scott Financial \$1093.	6,567.96
Loan payable - Goodwins	191,189.36
Note payable - Scott 1241.37	8,078.37
N/P FNB 2419236	19,188.71
N/P B B & T -TRACKHOE	101,196.96
NP CHASE AUTO \$495.87	9,331.43
NP CHASE AUTO 372.95	5,603.45
Less: current maturities	<u>(20,000.00)</u>

Total Long Term Liabilities

181,028.66

Equity

Capital - Bryan Goodwin	673,451.39
Drawing	(200,541.21)
Common Stock	300.00
Additional Paid-in capital	484,576.14
Current Income (Loss)	<u>204,791.58</u>

Total Equity1,162,577.90**Total Liabilities & Equity**\$ 1,548,102.49

GOODWIN & GOODWIN, INC.
Income Statement
For the Period Ended September 30, 2017

	1 Month Ended Sep. 30, 2017	Pct	9 Months Ended Sep. 30, 2017	Pct
Revenue				
Revenue	\$ (331,747.54)	100.00	\$ 4,207,452.36	100.00
Total Revenue	(331,747.54)	100.00	4,207,452.36	100.00
Cost of Sales				
Construction materials	83,067.17	(25.04)	221,255.78	5.26
Wages - construction	31,881.50	(9.61)	374,890.09	8.91
Contract labor	0.00	0.00	2,730.00	0.06
Auto & truck expense	0.00	0.00	2,685.00	0.06
Insurance	6,001.60	(1.81)	76,472.89	1.82
Supplies	(577,952.71)	174.21	2,109,628.46	50.14
Plans and blueprints	100.00	(0.03)	22,200.00	0.53
Equipment rental	9,135.93	(2.75)	41,693.01	0.99
Subcontractors	0.00	0.00	817,341.86	19.43
Total Cost of Sales	(447,766.51)	134.97	3,668,897.09	87.20
Gross Profit	116,018.97	(34.97)	538,555.27	12.80
Operating Expenses				
Aviation Expense	0.00	0.00	44,594.83	1.06
Bank charges	78.26	(0.02)	540.48	0.01
Contributions	0.00	0.00	925.00	0.02
Entertainment	0.00	0.00	6,000.00	0.14
Education and training	0.00	0.00	455.00	0.01
Legal	380.00	(0.11)	32,043.61	0.76
License & fees	391.00	(0.12)	7,136.32	0.17
Miscellaneous	0.00	0.00	709.02	0.02
Office expense	0.00	0.00	1,920.05	0.05
Postage	0.00	0.00	192.00	0.00
Repairs & maintenance	3,495.00	(1.05)	10,044.60	0.24
Taxes - payroll	2,455.93	(0.74)	30,627.00	0.73
Taxes - other	0.00	0.00	6,007.57	0.14
Telephone	537.02	(0.16)	5,231.96	0.12
Travel	61,702.15	(18.60)	179,705.25	4.27
Utilities	1,818.99	(0.55)	7,631.00	0.18
Total Expenses	70,858.35	(21.36)	333,763.69	7.93
Operating Income	45,160.62	(13.61)	204,791.58	4.87
Total Other Income	0.00	0.00	0.00	0.00
Net Income (Loss)	\$ 45,160.62	(13.61)	\$ 204,791.58	4.87

SEE ACCOMPANYING ACCOUNTANT'S COMPILATION REPORT



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Goodwin & Goodwin, Inc.
3503 Free Ferry Road
Fort Smith, AR 72903

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Cincinnati Insurance Company
P. O. Box 145496

Cincinnati, OH 45250-5496
a corporation duly organized under the laws of the State of **Ohio**
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

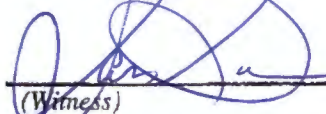
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

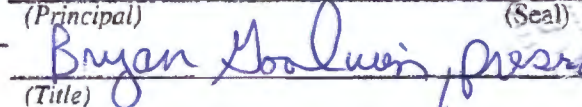
as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**
Dollars (\$ **5%**), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

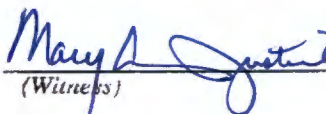
WHEREAS, the Principal has submitted a bid for **Dinsmore Trail Water Main Replacement #18-17**
(Here insert full name, address and description of project)

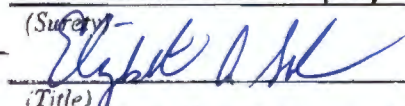
NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **22nd** day of **February** **2018**


(Witness)

Goodwin & Goodwin, Inc.
(Principal) (Seal)

(Title)


(Witness)

Cincinnati Insurance Company
(Surety)

(Title) (Seal)
Elizabeth A. Solomon, Attorney-In-Fact

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Marty C. Clark; Sam B. Hiller; Larry R. Clark; Scott R. Clark; Janice A. Butler; Scott Taylor;
Elizabeth A. Solomon; Shannon C. Schmidly; Mary Ann Justice and/or William Scott Whittenberg

of Fort Smith, Arkansas

its true and lawful Attorney(s)-in-Fact to sign, execute, seal

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.



THE CINCINNATI INSURANCE COMPANY

Steven A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.

this 22nd day of February, 2018



BN-1005 (3/17)

Steven D. Dan
Secretary

Bid 18-17, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday February 13, 2018

To: All Prospective Vendors

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

RE: Bid 18-17, Construction – Dinsmore Trail Water Main Replacement

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

1. This Addendum includes a revised bid form which shall be used by all bidders. Failure to submit the correct revised bid form in a printed sealed format shall result in bid rejection.
 - a. Bidders shall submit a printed physical copy of the enclosed revised bid form, this addendum, and all other required documents
 - b. Bids shall be submitted in a sealed envelope prior to deadline according to submittal procedures outlined in the Project Manual. NO ELECTRONIC COPIES WILL BE ACCEPTED.
2. The City held a non-mandatory pre-bid meeting as advertised on Thursday, January 25, 2018. Attached is the Pre-Bid Meeting Sign-in Sheet (1 Page).



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ # 18-17

Description: Construction - Dinsmore Trail Water Main Replacement

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 01/25/2018 Time: 10:00 AM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGaugh	City of Fayetteville	Purch Agent	479-575-8220	lmcgaugh@_____
2	LANE CRITER	MWY/OLSSON	ENGINEER	479-443-3404	lcrider@olssonassociates.com
3	Terry Gons	GONS INC	V.P.	417-592-4996 417-592-4996	terrygon@gonsest.com
4	Mike Shumaker	GONS Ent	Foreman	417-592-4996	shumaker16@gmail.com
5	Randall Wallace	SEVEN VALLEYS CONST	SUPER	417-846-6448	SEVENVALLEYS2003@YAHOO.COM
6	Jim Beavers	City Utilities	Engineer	479-444-3452	jbeavers@fayetteville.com
7	Gary Boyles	Fachman Enterprises Inc	Estimator	(479) 871-9857	fachmanprojects@gmail.com
8	Rodney Ussery	CORE & MAIN	Sales	479-841-4187	Rodney.Ussery@CoreAndMain.com
9	Rachel Brown	COT	Purch Clerk	575-8304	rbrown_____
10					
11					
12					
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17					
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ADDENDUM NO. 1

BID 18-17, CONSTRUCTION – DINSMORE TRAIL WATER MAIN REPLACEMENT
CITY OF FAYETTEVILLE, ARKANSAS
MWY/Olsson Job No. 018 – 0029
Dated January 31, 2018

The Drawings, Specifications and Contract Documents for the above project are hereby changed or clarified in the following particulars:

DRAWINGS:

1. Refer to the Drawings, Sheet C1 – Replace the original Sheet C1 with the attached Sheet C1. Notes have been added to the plan referencing the installation of single meter settings (two locations).
2. Refer to the Drawings, Sheet C2 – Replace the original Sheet C2 with the attached Sheet C2. A note has been added to the plan referencing the installation of a single meter setting.
3. Refer to the Drawings, Sheet SW1 – Replace the original Sheet SW1 with the attached Sheet SW1. A note has been added to clarify the Contractor's responsibility to negotiate any agreement with a property owner for construction activities outside of the existing and permanent easements as shown on the drawings.

SPECIFICATIONS:

1. Refer to the Specifications, Document 00400 – Bid Form – Replace the original Bid Form with the revised Bid Form attached to this addendum. The revised Bid Form includes changes to Article 4 – Bid Price; Bid Schedule, as follows:
 - a. Item No. 5 estimated quantity is revised.
 - b. Item No. 12 description is revised to reflect changes in the tie-in at Station 42+27.
 - c. Item No. 13 estimated quantity is revised.
 - d. Item No. 14 is added to reflect the additional single meter settings added on Plan Sheet C1 and C2.
 - e. Item No. 15 estimated quantity is revised.
 - f. Item No. 15 to Item No. 21 of the existing Bid Schedule are re-numbered to reflect the addition of Item No. 14. There are now twenty-two (22) Bid Items.

NOTES OF CLARIFICATION:

1. No temporary construction easement has been obtained by the Owner. All work must be performed within the existing rights-of-way and permanent easements, as shown on the drawings.
2. No laydown or staging area has been obtained by the Owner. It shall be the responsibility of the Contractor to make acceptable arrangements with property owners for use of any private property outside of the existing rights-of-way and permanent easements. The Contractor shall provide proof of any agreement(s) with property owners for temporary use of property. All applicable contract requirements



CITY OF
FAYETTEVILLE
ARKANSAS

for cleanup, stabilization, and restoration shall apply to any areas used by the Contractor under such agreement with the property owner for temporary use.

3. The existing 8" waterline material is shown to be cast-iron (CIP).
4. Upon request, MWY/Olsson will provide a quote for construction staking, to the Bidder, which will include the following services:
 - Construction Staking – Includes staking of the proposed silt fence, the permanent easement line, and waterline centerline with offsets)

The undersigned hereby acknowledges receipt of this addendum, which by this reference is hereby incorporated in and becomes a part of the Contract Documents for the above referenced project. **PLEASE ATTACH THIS ADDENDUM (COLORED WHITE) TO YOUR BID AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON PAGE 00400-2 OF THE BID FORM.**

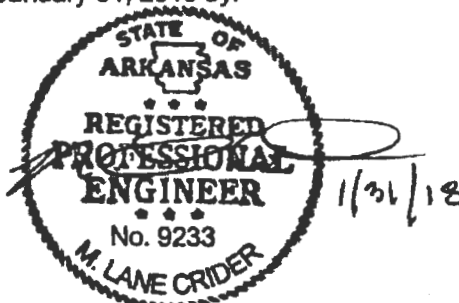
Goodwin + Goodwin, Inc.
Company Name
Bryan Goodwin
Signature
President
Title
3503 Free Ferry Road
Address
Fort Smith, AR 72903
City/State/Zip
479-651-7321
Telephone Number

Attachments:

- Revised Drawings; Sheet C1, Sheet C2, and Sheet SW1
- Revised Contract Document 00400 – Bid Form

Addendum No. 1 to the City of Fayetteville, Bid # 18-17 Construction – Dinsmore Trail Water Main Replacement, sealed on January 31, 2018 by:

M. Lane Crider, P.E.
Project Manager
MWY/Olsson Associates



DOCUMENT 00500 – AGREEMENT

AGREEMENT BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Dinsmore Trail Water Main Replacement

Contract No.: _____, Dinsmore Trail Water Main Replacement

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__ by and between The City of Fayetteville, Arkansas and Goodwin & Goodwin, Inc. (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Construction of a new 8-inch waterline (to replace an existing 8-inch waterline) along Dinsmore Trail in west Fayetteville, north of Martin Luther King Blvd. The work shall consist of approximately 4,340 lineal feet of 8-inch PVC C-900 waterline, tie-ins to existing facilities, fire hydrants, valves, and all other items as detailed and specified for a complete installation.

Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by McGoodwin, Williams and Yates, Inc., (Engineer) for the City of Fayetteville. The Engineer assumes all duties and responsibilities, and has the rights and authority assigned to the Engineer in the

DOCUMENT 00500 – AGREEMENT (continued)

Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

A. The Work shall be Substantially Completed within **150** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **180** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during

DOCUMENT 00500 – AGREEMENT (continued)

construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

- I. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03

FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of

DOCUMENT 00500 – AGREEMENT (continued)

the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the

DOCUMENT 00500 - AGREEMENT (continued)

following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid. *Goodwin & Goodwin Inc*
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Dinsmore Trail Water Main Replacement
8. Addenda numbers _____ to _____, inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

DOCUMENT 00500 – AGREEMENT (continued)

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR Goodwin & Goodwin CITY OF FAYETTEVILLE _____

By: Bryan Goodwin

By: Lioneld Jordan

Title: President

Title: Mayor

(SEAL)

(SEAL)

Attest [Signature]

Attest _____



DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

3503 Free Ferry Road

Ft Smith AR 72903

License No. 0016960418

Agent for Service of process

HANK HANKINS, CPA 2800 Old Grenada
Rd Ft Smith AR 72903

(If Contractor is a corporation or LLC,
attach evidence of authority to
sign.)

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

STATE OF ARKANSAS - OFFICE OF THE SECRETARY OF STATE

ARTICLES OF INCORPORATION

JUN 1 11 19 AM '93

OF

GOODWIN & GOODWIN, INC.

The undersigned, natural persons of the age of twenty-one years or more, acting as incorporators of a corporation under the Arkansas Business Corporation Act of 1987, adopt the following articles of incorporation of such Corporation:

FIRST: The Name of the Corporation is:

Goodwin & Goodwin, Inc.

SECOND: The purpose or purposes for which the Corporation is organized are:

To engage in the construction business as a general contractor and as a subcontractor, including plumbing contracting, and general construction, and all types of construction, and to enter into contracts with property owners for the construction of improvements on their property and the installation of plumbing systems and heating and air conditioning systems, and to engage in repair work including repair of plumbing systems and heating and air conditioning systems and all forms of repair with respect to structures and the systems thereof, and to engage in remodeling work, and to engage in residential construction, commercial construction, and industrial construction, and to contract with respect to all of such purposes, and to own real estate and to construct improvements thereon and to sell said real estate and to develop real estate developments including commercial, residential and industrial real estate developments, and to enter into leases with respect to property owned by the corporation, and to contract with respect to all of the above referenced purposes, and to conduct any lawful business authorized by the Arkansas Business Corporation Act of 1987.

The corporation, acting through its Board of Directors, shall be authorized to enter into any general or limited partnership with any other person, firm, or corporation for the purposes of carrying out any of the objects or purposes of the corporation.

THIRD: The aggregate number of shares which the corporation shall have the authority to issue is 2,000 shares.

The designation of each class, the number of shares of each class, or a statement that the shares of any class are without par value, are as follows:

NUMBER OF SHARES	CLASS	SERIES (IF ANY)	PAR VALUE PER SHARE OR STATEMENT THAT SHARES ARE WITHOUT PAR VALUE
---------------------	-------	-----------------	--

2,000	Common	None	No Par
-------	--------	------	--------

FOURTH: The address of the initial registered office of this corporation is: 8009 Texas Road, Fort Smith, AR 72903

and the name of the initial registered agent at such address is:
Bryan Goodwin

FIFTH: The number of Directors constituting the initial Board of Directors is 2 and they will serve as directors until the first annual meeting of shareholders or until their successors are elected and qualified. The number of directors to be elected at a special meeting called for that purpose when shares of this corporation become owned of record by two shareholders, shall be two; and the number of directors to be elected at a special meeting called for that purpose when shares of this corporation become owned of record by more than two shareholders, shall be three.

The Board of Directors shall have the authority to fix or change the number of directors to the extent allowed by the Arkansas Business Corporation Act of 1987.

SIXTH: The name and address of each incorporator is:

NAME	STREET ADDRESS	CITY & STATE
Bryan Goodwin	8009 Texas Road	Fort Smith, AR 72903
Sara V. Goodwin	8009 Texas Road	Fort Smith, AR 72903

SEVENTH: At all elections of Directors of this corporation, each shareholder shall be entitled to as many votes as shall equal the number of votes which (except for these provisions as to cumulative voting) he would be entitled to cast for the election of directors with respect to his shares multiplied by the number of directors to be elected, and he may cast all such votes for a single director, or may distribute them among the number to be voted for, or any two or more of them, as he may see fit.

DATED: 12/10/ 1992

SIGNATURE OF INCORPORATORS:

Bryan Goodwin
Bryan Goodwin

Sara V. Goodwin
Sara V. Goodwin

① Article IV
Section 5

② Article V
Section 1

BY-LAWS
OF
GOODWIN & GOODWIN, INC.
AN ARKANSAS CORPORATION

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**BY-LAWS
OF
GOODWIN & GOODWIN, INC.**

ARTICLE I OFFICES

The principal office of the corporation shall be located at 3503 Free Ferry Road, Fort Smith,
Arkansas 72903.

ARTICLE II SHAREHOLDERS

SECTION 1 ANNUAL MEETINGS

The annual meeting of the shareholders shall be held during the fourth week of the month of January in each year, beginning with the year 1994, at a time convenient to the shareholders for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

SECTION 2 SPECIAL MEETINGS

Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors and shall be called by the President at the request of the holders if not less than one-tenth of all the outstanding shares of the corporation entitled to vote are at the meeting.

SECTION 3 PLACE OF MEETING

The Board of Directors may designate any place, either within or without the State of Arkansas, as the place of meeting for any annual or special meeting of shareholders. If no designation is made, the place of meeting shall be the principal office of the corporation.

SECTION 4 NOTICE OF MEETING

Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten or more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at the Shareholder's address as it appears on the stock transfer books of the corporation, with postage thereon prepaid.

SECTION 5 QUORUM

A majority of the outstanding shares of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. If less than a majority of the outstanding shares are represented at a meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at

which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

SECTION 6 PROXIES

At all meetings of shareholders, a shareholder may vote by proxy executed in writing by the shareholder or by the Shareholder's duly authorized attorney in fact. Such proxy shall be filed with the Secretary of the corporation before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

SECTION 7 VOTING OF SHARE

Subject to the provisions of Section 9, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of shareholders.

SECTION 8 PREEMPTIVE RIGHTS

Each holder of shares in this corporation shall have the first right to purchase shares (and securities convertible into shares) of this corporation that may be from time to time issued (whether or not presently authorized), including shares from the treasury of this corporation, in the ratio that the number of shares held by said holder at the time of issue bears to the total number of shares outstanding, exclusive of treasury shares. This right shall be deemed waived by any shareholder who does not exercise it and pays for the shares preempted within thirty (30) days of receipt of a notice in writing from the corporation stating the prices, terms and conditions of the issue of shares and inviting said holder to exercise his preemptive rights.

ARTICLE III BOARD OF DIRECTORS

SECTION 1 GENERAL POWERS

The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2 NUMBER, TENURE, AND QUALIFICATIONS

The number of Directors of the corporation shall be two. Each director shall hold office until the next annual meeting of shareholders and until the Director's successor shall have been elected and qualified.

SECTION 3 REGULAR MEETINGS

A regular meeting of the Board of Directors shall be held without other notice than this by-law immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Arkansas, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4 QUORUM

A majority of the number of Directors fixed by Section 2 of this Article III shall constitute a

quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

SECTION 5 MANNER OF ACTING

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 6 COMPENSATION

By resolution of the Board of Directors, the Directors may be paid their expenses, if any, for attendance at each meeting of the Board of Directors, and may be paid a fixed sum for attendance at each meeting of the Board of Directors. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefore.

SECTION 7 PRESUMPTION OF ASSENT

A Director of the corporation who is present at a meeting of the Board of Directors, at which action on any corporate matter is shall be presumed to assent to the action taken unless the Director's dissent shall be entered in the minutes, of the meeting or unless the Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof, or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE IV OFFICERS

SECTION 1 NUMBER

The officers of the corporation shall be a President and a Secretary, each of whom shall be elected by the Board of Directors. Any two or more officers may be held by the same person, except the offices of President and Secretary.

SECTION 2 ELECTION AND TERM OF OFFICE

The officers of the corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until a successor shall have been duly elected and shall have qualified or until the Officer's death or until the Officer shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3 REMOVAL

Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors, whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the

person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 4 VACANCIES

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 5 PRESIDENT

Bryan Goodwin is hereby named the President. The President shall be the principal executive officer of the corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. The President shall, when present, preside at all meetings of the shareholders and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation thereunto authorized by the Board of Directors, certificates for shares of the corporation, and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6 THE SECRETARY

Sara Goodwin is hereby named the Secretary. The Secretary shall: (a) keep the minutes of the shareholders' and of the Board of Directors' meetings in one or more books provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of which on behalf of the corporation under its seal is duly authorized; (d) keep a register of the post office address of each shareholder which shall be furnished to the Secretary by such shareholder; (e) sign with the President, or a Vice President, certificates for shares of the corporation, the issuance of which shall have been authorized by resolution of the Board of Directors; (f) have general charge of the stock transfer books of the corporation; and (g) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Directors.

SECTION 7 SALARIES

The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that the officer is also a Director of the corporation.

ARTICLE V CONTRACTS, LOANS, CHECKS, AND DEPOSITS

SECTION 1 CONTRACTS

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2 LOANS

No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3 CHECKS, DRAFTS, ETC.

All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

SECTION 4 DEPOSITS

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI CERTIFICATES FOR SHARES AND THEIR TRANSFER**SECTION 1 CERTIFICATES FOR SHARES**

Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed by the President and by the Secretary. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. All certificates surrendered to the corporation for transfer shall be canceled and no certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the corporation as the Board of Directors may prescribe.

SECTION 2 TRANSFER OF SHARES

Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by a legal representative, who shall furnish proper evidence of authority to transfer, or by an attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, and on surrender for cancellation of the certificate for such shares. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the thirty-first day of December.

ARTICLE IX SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and conditions provided by law.

ARTICLE XI AMENDMENTS

These by-laws may be altered, amended or repealed and new by-laws may be adopted by unanimous vote of the Board of Directors at any regular or special meeting of the Board of Directors, or by affirmative vote of two-thirds of the outstanding shares.

The foregoing by-laws of the corporation were adopted by the Board of Directors on this 15th day of June, 2003.

DIRECTOR

DIRECTOR

March 6, 2018

Mr. Tim Nyander, Utilities Director
City of Fayetteville, Arkansas
113 W. Mountain Street
Fayetteville, AR 72701

Re: Recommendation of Award
Construction – Dinsmore Trail Water Main Replacement
City of Fayetteville, Arkansas
Bid No. 18-17

Dear Mr. Nyander,

As you are aware, bids for construction of the above-referenced project were received on February 22, 2018. The apparent low bid was submitted by Goodwin and Goodwin, Inc. of Fort Smith, Arkansas in the amount of \$292,955.00. A total of four bids were received, and the bid totals are shown below:

	<u>Bid Amount</u>
Goodwin and Goodwin, Inc.	\$ 292,955.00
Goins Enterprises, Inc.	\$ 350,195.00
Brothers Construction, Inc.	\$ 384,310.00
Seven Valleys Construction Co., Inc.	\$ 399,920.00

A copy of the certified bid tabulation is included for your reference, along with a copy of the sign-in sheet and a bid recording form from the bid opening. Our most recent opinion of probable cost prior to the receipt of bids was \$482,515.00.

We have reviewed the qualifications submitted by Goodwin and Goodwin, Inc. and reviewed their references and recent projects. Based on the information furnished and available, we believe them to be qualified to complete the work related to this project.

While we have no way of verifying the present financial condition of Goodwin and Goodwin, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the Notice to Proceed for construction. Therefore, we recommend that Council award this contract to Goodwin and Goodwin, Inc. in the amount of \$292,955.00. We trust that the Council will concur with this recommendation.

If you have any questions or need additional information, please do not hesitate to contact us.

Respectfully,



M. Lane Crider, P.E., LEED AP
Project Manager



Construction - Dinsmore Trail Water Main Replacement

Bid No 18-17
Official Bid Tabulation

Bid No 18-17
Date: 2.22.2018
Time: 2:00 PM

Lionel Jordan, Mayor

Number of Addendums: 1

Certification of Funds: \$603,374.00

Max Bid Award Limit: \$754,218.00

Item No.	Description	Unit	Estimated Qty	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Seven Valleys Construction, Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization (Shall not exceed 5% of Total Bid)	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00
2	Insurance and Bonding	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 6,700.00	\$ 6,700.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00
3	Construction Control (Staking)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,000.00	\$ 3,000.00	\$ 8,000.00	\$ 8,000.00
4	Clearing, Grubbing, & Demolition	LS	1	\$ 22,000.00	\$ 22,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00
5	8" PVC, C-900 DR-14 Water Main	LF	4,240	\$ 39.00	\$ 165,360.00	\$ 43.00	\$ 182,320.00	\$ 37.00	\$ 156,880.00	\$ 48.00	\$ 203,520.00
6	Compact Ductile Iron Fittings, including Megalug Restraints, as required, complete in place	LBS	1,000	\$ 6.00	\$ 6,000.00	\$ 10.00	\$ 10,000.00	\$ 8.00	\$ 8,000.00	\$ 13.00	\$ 13,000.00
7	8" Gate Valve with Valve Box	EA	3	\$ 1,800.00	\$ 5,400.00	\$ 2,200.00	\$ 6,600.00	\$ 1,800.00	\$ 5,400.00	\$ 2,050.00	\$ 6,150.00
8	6" Three-Way Fire Hydrant Assembly, with valve, complete in place	EA	5	\$ 5,100.00	\$ 25,500.00	\$ 5,000.00	\$ 25,000.00	\$ 4,800.00	\$ 24,000.00	\$ 5,400.00	\$ 27,000.00
9	Remove Existing Fire Hydrant and deliver to Owner	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 250.00	\$ 1,250.00	\$ 400.00	\$ 2,000.00	\$ 1,200.00	\$ 6,000.00
10	2" Combination Air Release and Vacuum Valve Assembly, complete in place	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
11	Sta 0+00 - Tie to existing water main, including 8"x8" tapping sleeve and valve, complete in place	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00
12	Sta 42+27 Tie to existing water main, including new 8"x8" tapping sleeve and valve, complete in place	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,500.00	\$ 6,500.00
13	Single Meter Setting, including pressure reducer and Plumber's connection to existing service line, complete in place	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 2,500.00	\$ 12,500.00	\$ 1,300.00	\$ 6,500.00	\$ 1,750.00	\$ 8,750.00
14	Single Meter Setting, Complete in place	EA	3	\$ 1,100.00	\$ 3,300.00	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00
15	Remove Existing Meter Setting and deliver to Owner	EA	5	\$ 200.00	\$ 1,000.00	\$ 150.00	\$ 750.00	\$ 150.00	\$ 750.00	\$ 300.00	\$ 1,500.00
16	Cut and Cap Existing 8" Water Main	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
17	Reconnect Existing Service Line to new 8" Water Main, including SB2 backfill and surface repair, complete in place	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 2,200.00	\$ 6,600.00	\$ 1,800.00	\$ 5,400.00	\$ 1,750.00	\$ 5,250.00
18	2" HDPE Bored Casing, including 1" water service line and connection to existing meter	LS	2	\$ 7,500.00	\$ 15,000.00	\$ 1,500.00	\$ 3,000.00	\$ 2,200.00	\$ 4,400.00	\$ 3,400.00	\$ 6,800.00
19	Asphalt/Concrete Pavement and Driveway Repair, including SB2 base material as necessary, complete in place	LF	125	\$ 80.00	\$ 10,000.00	\$ 55.00	\$ 6,875.00	\$ 35.00	\$ 4,375.00	\$ 50.00	\$ 6,250.00
20	Rip Rap for Ditch Crossings	TON	150	\$ 45.00	\$ 6,750.00	\$ 40.00	\$ 6,000.00	\$ 55.00	\$ 8,250.00	\$ 60.00	\$ 9,000.00

Item No	Description	Unit	Estimated Qty	Brothers Construction, Inc.		Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Seven Valleys Construction, Co., Inc.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
21	Sediment Control, Erosion Control and Site Restoration, and Compliance with NPDES Stormwater Permit and the Comprehensive Best Management Practices Plan (CBMPP)	LS	1	\$ 24,000.00	\$ 24,000.00	\$ 18,000.00	\$ 18,000.00	\$ 12,000.00	\$ 12,000.00	\$ 45,000.00	\$ 45,000.00
22	Act 291, 1993 Trench and Excavation Safety System for Water and Sewer Installation	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 500.00	\$ 500.00	\$ 8,000.00	\$ 8,000.00
TOTAL BASE BID				\$	384,310.00	\$	350,195.00	\$	292,955.00	\$	399,920.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED

A. Rennie

Andrea Rennie, CPPD, CPPB, Purchasing Manager

Witness

2/28/18

Date



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: 18-17

Description: Construction - Dinsmore Trail Water Main Replacement

Function (circle one) Bid Opening Selection Committee Meeting, Pre-Bid, Interview

Date: 02/22/2018 Time: 2:00 PM

City staff e-mail includes "@fayetteville.ar.gov"

	Name	Company	Title	Phone	Email
1	Rachel Brown	City of Fayetteville	Purch. Clerk	575-8304	rbrown@
2	Los McGaugh	City of Fayetteville	Purch Agent	575-8220	lmcgaugh@
3	Jim Beavers	City of Fayetteville	Engineer	413-3452	jbeavers@fayetteville-ar.gov
4	Todd Mooney	Brothers Construction Inc	Owner	479-883-2217	todd@brothersconstinc.com
5	Michael Shoemaker	Gains Ent.	Supr	417-592-4996	Michael Shoemaker / M.S. Gmaill.com
6	Rodney Lessey	Gorred Main	SALE	479-345930	Rodney Lessey / Gorred Main
7					
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CITY OF
FAYETTEVILLE
ARKANSAS

Bid 18-17, Construction - Dinsmore Trail Water Main Replacement

Bid: 18-17

Date: 2.22.2018

Time: 2:00 PM

Bidder	Total Base Bid	Bid Bond Included	Addendum Acknowledge
Brothers Const.	\$384,310	✓	✓
Goins Enterprises	\$350,625	✓	✓
Goodwin & Goodwin, Inc.	\$292,955	✓	✓
Seven Valley's Construction	\$399,920	✓	✓

certified
\$603,374
w/ 25% ~~100~~ \$754,218



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0186

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #18-22 INSITUFORM TECHNOLOGIES, LLC:

A RESOLUTION TO AWARD BID #18-22 AND APPROVE A ONE YEAR CONTRACT WITH INSITUFORM TECHNOLOGIES, INC. WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS FOR AS-NEEDED REHABILITATION OF SANITARY SEWER MAINS AND SERVICE CONNECTIONS USING THE CURED-IN-PLACE PIPE METHOD

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 #18-22 and approves a one year contract with Insituform Technologies, Inc. for as-needed rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method for the prices set forth in the bid documents attached to this Resolution, with the option to renew for up to four additional one year terms and price increases upon renewal not to exceed 5%.

City of Fayetteville Staff Review Form

2018-0186

Legistar File ID

4/3/2018

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

Tim Nyander

3/15/2018

Water & Sewer Maintenance /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a one-year construction contract with four automatic renewal options with Insituform Technologies, LLC for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method based on unit pricing submitted in Bid 18-22. This contract will be utilized as needed through the end of calendar year 2018 and is subject to rate increases as identified in the bid document.

Budget Impact:

5400.720.5700-5815.00

Water and Sewer

Account Number

Fund

02017.2018

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 6,267,912.00

Funds Obligated \$ 215,705.43

Current Balance \$ 6,052,206.57

Does item have a cost? Yes

Item Cost \$ 248,501.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 5,803,705.57

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The amount is based on estimated quantities, which are subject to change based on the department's annual need.



MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: March 14, 2018

SUBJECT: Bid 18-22 - Construction, 2018 Sanitary Sewer Cured In Place Pipe (CIPP)

RECOMMENDATION:

Staff recommends approval of a one-year construction contract with four automatic renewal options with Insituform Technologies, LLC for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method based on unit pricing submitted in Bid 18-22. This contract will be utilized as needed through the end of calendar year 2018 and is subject to rate increases as identified in the bid document.

BACKGROUND:

Bid 18-22 Construction, 2018 Sanitary Sewer Cured In Place Pipe (CIPP) includes the bid for 2018 and the option for four (4) automatic annual renewals. Insituform has provided the annual CIPP contract since 2005.

The prices and rates bid by Insituform shall be firm throughout 2018. Prices and rates may only be increased or decreased for the next or subsequent contract extension period. Pricing cannot increase more than five percent (5%) of the preceding year's value. If the City and Insituform cannot agree on the extension of the contract, then the contract shall terminate at the end of the contract year, subject to the City of Fayetteville's right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed four (4) months to enable the City of Fayetteville time to rebid this work.

DISCUSSION:

Public Bids were opened on March 7, 2018. Two bids were received. The low bid of \$248,501.00 was submitted by Insituform and was based off estimated quantities.

Insituform	Suncoast
\$248,501.00	\$364,574.00

The annual linear feet can fluctuate based on the need of sanitary sewer lining services each year. In 2012, a contract with Insituform had a not-to-exceed price of \$330,000.00 and annual renewal periods. In 2014 and 2016, the annual amount spent (based on unit pricing in the bid)

was \$896,728.84 and \$373,764.16, respectively. Due to the varying annual need of Insituform's services, the Utilities Department requests to use the unit pricing in the bid as needed.

The unit pricing for Insituform's bid is as follows:

Description	Unit	Unit Price
6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$38.00
8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$36.00
10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$36.00
12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	\$42.00
Internal Reinstatement of Service Laterals	EA	\$0.01
Standard Mobilization (within 15 working days)	EA	\$1,000.00
Emergency Mobilization (within 3 working days)	EA	\$1,000.00
Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	\$500.00

BUDGET/STAFF IMPACT:

Funds are available in the Sanitary Sewer Rehabilitation project.

Attachments:

1. Certified Bid Tab
2. Bid Form
3. Agreement signed by Insituform
4. Supporting Documentation for authority to sign:
 - a. Limited Liability Company Agreement of Insituform Technologies, LLC
 - b. Action By Unanimous Written Consent of the Board of Managers of Insituform Technologies, LLC
 - c. Insituform Technologies, LLC President Appointment of Officers

Bid 18-22 2018 sanitary Sewer cast In Place Pipe CIPP

Attachments:

1. Certified Bid Tab
2. Bid Form
3. Agreement signed by Insituform
4. Supporting Documentation for authority to sign:
 - a. Limited Liability Company Agreement of Insituform Technologies, LLC
 - b. Action By Unanimous Written Consent of the Board of Managers of Insituform Technologies, LLC
 - c. Insituform Technologies, LLC President Appointment of Officers



CITY OF
FAYETTEVILLE
ARKANSAS

Construction - 2018 Sanitary Sewer Cast in Place Pipe

Bid No. 18-22
Official Bid Tabulation

Bid No. 18-22
Date: 03.07.2018
Time: 2:00 PM

Lioneld Jordan, Mayor

Certification of Funds: \$350,000.00

Max Bid Award Limit: \$437,500.00

Number of Addendums: 1

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Insituform Technologies, LLC		Suncoast Infrastructure, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	4,000	\$ 38.00	\$ 152,000.00	\$ 45.00	\$ 180,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	1,500	\$ 36.00	\$ 54,000.00	\$ 53.00	\$ 79,500.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 36.00	\$ 18,000.00	\$ 59.00	\$ 29,500.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 42.00	\$ 21,000.00	\$ 63.00	\$ 31,500.00
5	Internal Reinstatement of Service Laterals	EA	100	\$ 0.01	\$ 1.00	\$ 150.00	\$ 15,000.00
6	Standard Mobilization (within 15 working days)	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 5,050.00	\$ 10,100.00
7	Emergency Mobilization (within 3 working days)	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 16,384.00	\$ 16,384.00
8	Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	1	\$ 500.00	\$ 500.00	\$ 2,590.00	\$ 2,590.00
TOTAL BASE BID				\$	248,501.00	\$	364,574.00

CERTIFIED:

Andrea Rennie, CPPO, CPPB, Purchasing Manager

Date

3/13/18

DOCUMENT 00400-BID FORM

Contract Name: 2018 Sanitary Sewer Cured In Place Pipe

Bid Number: 18 - 22, Construction

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Insituform Technologies, LLC
17988 Edison Avenue
Chesterfield, Missouri 63005

ARTICLE 1- INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.
- 2.02 This bid is for a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded. This contract is generally for miscellaneous and

unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method.

- 2.02 The undersigned bidder, having examined the specifications and contract documents, and being fully advised as to the extent and character of the work, propose to furnish all equipment and to perform all labor and work necessary for the completion of the work described by and in accordance with the specifications and contracts for the following prices.

ARTICLE 3- BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
<u>1</u>	<u>02/21/2018</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, City or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to

Underground Facilities at or contiguous to the Site.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.
- F. This Project is a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.
- G. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- H. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- I. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- J. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- L. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- M. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity

with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and

Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 -- Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, all bids shall be rejected and become confidential.

The total amount bid for the item of "Standard Mobilization" must not exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5% of the total, then the bid may be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s) as indicated on the UNIT PRICE BID SCHEDULE which follows:

UNIT PRICE BID SCHEDULE					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	6" x 4.5mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	4000	\$ 38.00	\$ 152,000.00
2	8" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	1500	\$ 36.00	\$ 54,000.00
3	10" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 36.00	\$ 18,000.00
4	12" x 6.0mm trenchless rehabilitation by CIPP of existing sewer pipe mainline, complete in place	LF	500	\$ 42.00	\$ 21,000.00
5	Internal Reinstatement of Service Laterals	EA	100	\$ 0.01	\$ 1.00
6	Standard Mobilization (within 15 working days)	EA	2	\$ 1,000.00	\$ 2,000.00
7	Emergency Mobilization (within 3 working days)	EA	1	\$ 1,000.00	\$ 1,000.00
8	Trench Safety Comply with OSHA Standards 29 CFR 1926 Safety and Health Regulations for Construction Subpart P	LS	1	\$ 500.00	\$ 500.00

TOTAL AMOUNT BID

\$ 248,501.00

Two hundred forty eight thousand five hundred one and 10/100

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the UNIT PRICE BID SCHEDULE

The basis for award of the contract shall be the lowest total bid by an acceptable and qualified bidder who meets all or the experience requirements stated within this contract.

Any bidder who does not meet all of the experience requirements stated within this contract shall be considered a nonqualified bidder and will not be awarded the contract.

ARTICLE 5- CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days or date indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of
Five Percent of the Total Bid _____ Dollars (\$ 5% of total bid _____)
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Insituform Technologies, LLC
Attn: Laura M. Andreski
17988 Edison Avenue; Chesterfield, Missouri 63005
Email landreski@aegion.com
Phone No. (636) 530-8000
Fax No. (636) 530-8701

ARTICLE 8- TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

- 9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

DOCUMENT 00400-BID FORM

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on March 7, 2018.

Arkansas State Contractor License No. 0072030418

If Bidder is:

An Individual

Name (type or printed): NA

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No: _____ Fax No. _____

Email Address: _____

A Partnership

Partnership Name : NA (SEAL)

By: _____
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No: _____ Fax No. _____

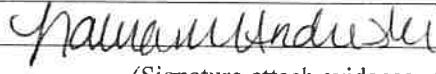
Email Address: _____

A Corporation or Corporate entity including Limited Liability Company (LLC)

Corporation Name : Insituform Technologies, LLC (SEAL)

State of Incorporation: Delaware

Type (General Business, Professional, Service, Limited Liability): Limited Liability Company

By: 
(Signature-attach evidence of authority to sign)

Name (type or printed): Laura M. Andreski

Title: Contracting and Attesting Officer

(CORPORATE SEAL)

Attest: 
Whitney Schulte, Contracting and Attesting Officer
(Signature of Corporate Secretary)

Business address: 17988 Edison Avenue

Chesterfield, Missouri 63005

Phone No: (636) 530-8000 Fax No. (636) 530-8701

Email Address: landreski@aegion.com

END OF DOCUMENT 00400

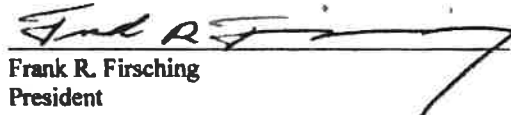
INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte, and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: December 14, 2017


Frank R. Firsching
President

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
INSITUFORM TECHNOLOGIES, LLC**

The following actions are taken and the following business transacted by the unanimous written consent of the Board of Managers (the "Board") of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), effective as of the 8th day of April, 2016.

Appointment of Officers

WHEREAS, the Board has determined that it is in the best interest of the Company to remove David F. Morris as President of the Company and appoint Frank Firsching as President of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Mark Menghini as Senior Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Kent W. Bartholomew as Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company.

THEREFORE BE IT RESOLVED, that the Board hereby removes David F. Morris as President for the Company and appoints Frank Firsching as President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Stephen Callahan as Senior Vice President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Mark Menghini as Senior Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

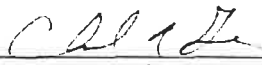
Ratification of Prior Actions

FURTHER RESOLVED, that the Board hereby confirms, approves and ratifies all actions taken by the Company prior to the date hereof.

Omnibus Resolutions

FURTHER RESOLVED, that the officers of the Company be, and each of them acting individually hereby is, authorized and empowered to perform such other acts and to execute such other filings, notifications, instruments, deeds, agreements and other documents, including, but not limited to, the execution and filing of any notices or filings with any governmental or regulatory body, as may be necessary or appropriate to effectuate the intent of the foregoing resolutions.

The undersigned, constituting the entire Board of Managers of the Company, hereby consent to and adopt the foregoing resolutions, effective as of the day and year first written above.



Charles R. Gordon



David F. Morris



David A. Martin

**Constituting the entire Board of
Managers of the Company**

DOCUMENT 00500 – AGREEMENT
BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: 2018 Sanitary Sewer Cured In Place Pipe

Contract No.: 18-22, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2018 by and between The City of Fayetteville, Arkansas and _____ (hereinafter called Contractor).

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
- A. This Project is a term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas. The City of Fayetteville may at the City's sole discretion choose to purchase more, less, or none of the rehabilitation, depending upon the City's needs. The City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded.
- B. The contract may be renewed for additional periods up to four (4) additional contract periods beyond the original bid and will be based solely upon the option and agreement between both the City of Fayetteville and the CONTRACTOR.
- 1.02 The Contractor will commence and complete the projects selected for rehabilitation under this Term Maintenance Contract at the City of Fayetteville, Arkansas and all incidental and ancillary work in accordance with the conditions and at the prices stated in the Bid Proposal which are a part of these Contract Documents attached hereto and made a part hereof.
- 1.03 The Contractor will furnish all materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the projects selected for rehabilitation.
- 1.04 The Contractor will commence the work required under this term maintenance contract for the rehabilitation of sanitary sewer mainlines throughout Fayetteville, Arkansas in a timely manner as projects are selected. The Contractor shall furnish City of Fayetteville a timeline for each project as preparation for the work begins.

DOCUMENT 00500 – AGREEMENT (continued)

- 1.05 The Contractor agrees to perform the work described in the Contract Documents and comply with the terms therein for the amounts shown in the Bid Proposal. Refer to Section 00400-Bid Form.
- 1.06 Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.
- 1.07 Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.
- 1.08 The Contract may include work in City of Fayetteville right-of-way, ARDOT (State) right-of-way, railroad right-of-way and in General or Utility Easements.

ARTICLE 2 - ENGINEER

- 2.01 The Contract Documents have been prepared by the City of Fayetteville. The City of Fayetteville assumes all duties and responsibilities, and has the rights and authority assigned to The City of Fayetteville, including Owner and Engineer in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestone, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR COMPLETION AND FINAL PAYMENT:

- A. The Work shall be completed within the annual term and Purchase Order.
 - 1. The timeline for this contract shall end December 31, 2018. Upon approval of the City of Fayetteville, the contract may be extended on a yearly basis for up to four years.

3.03 LIQUIDATED DAMAGES:

- A. Not Applicable (NA).
- B. In lieu of liquidated damages the annual term contract and Purchase Order will be limited to the calendar year which the Purchase Order is furnished.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the

DOCUMENT 00500 – AGREEMENT (continued)

amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

- 4.02 The Contractor shall be entitled to receive up to Three Hundred Fifty Thousand Dollars (\$350,000.00). City of Fayetteville is under no obligation to purchase a minimum amount of any item awarded and City of Fayetteville may choose to purchase more, less, or none of the rehabilitation, depending upon its needs. This contract is generally for miscellaneous and unidentified rehabilitation of sanitary sewer mains and service connections using the cured-in-place pipe method. The City of Fayetteville will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts, as required by the Contract Documents.
- 4.03 As provided in the Contract estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the Contract Documents.
- 4.04 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.
- 5.02 PROGRESS PAYMENTS, RETAINAGE:
- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as

DOCUMENT 00500 – AGREEMENT (continued)

recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACT RENEWAL

6.01 Contract Renewal.

- A. The contract may be renewed for additional periods up to four (4) additional annual contract periods beyond the original bid and will be based solely upon the option and agreement between both the City of Fayetteville and the CONTRACTOR. The prices and rates bid by the successful bidder shall be firm throughout the initial one year period of the contract. Prices and rates may only be increased or decreased for the next or subsequent contract extension period, and only if the parties agree to extend the contract. If the City of Fayetteville seeks to decrease or Contractor seeks to increase any price or rate, each party shall give the other party written notice thereof at least ninety (90) days prior to the end of the contract year, together with a justification for each proposed rate of price change. City of Fayetteville and Contractor shall negotiate in good faith the amount, if any, in the increase or decrease in the price or rate; provided, however, in no event may any specific unit cost change more than five percent (5%) of the preceding year's value. If the parties are unable to agree on the extension of the contract, then the contract shall terminate at the end of the contract year, subject to the City of Fayetteville's right to unilaterally extend the contract of the same terms and conditions, for a period not to exceed four (4) months to enable the City of Fayetteville time to rebid this document.
- B. Purchase orders may be issued to the successful bidder for an amount up to an approximate total of \$350,000.00 with a contract period not to exceed one (1) year.
- C. The cost of any change orders will be included in the original contract total, i.e.; they will count against the approximate total of \$350,000.00. Payment for work shall be made upon completion and acceptance of the work by the City of Fayetteville.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site, City and/or Utilities and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the

DOCUMENT 00500 – AGREEMENT (continued)

performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds. The Performance and Payment Bond shall be one hundred percent (100%).

DOCUMENT 00500 – AGREEMENT (continued)

4. The Contractor shall file the Performance, Payment and Warranty Bonds at the Washington County Clerk's office prior to providing a file marked copy of the filed Performance, Payment and Warranty Bonds to the Owner or Engineer.
5. General Conditions.
6. Supplementary Conditions.
7. Specifications consisting of divisions and sections as listed in Table of Contents of Project Manual.
8. Addenda numbers ___ inclusive.
9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 9 - MISCELLANEOUS

9.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

9.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its

DOCUMENT 00500 – AGREEMENT (continued)

partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

9.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts

DOCUMENT 00500 – AGREEMENT (continued)

each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

This Agreement will be effective on _____, 20____, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: Laura M. Andreski

By: Lioneld Jordan

(Type or legibly print)

(Type or legibly print)



(Signature)

(Signature)

Title: Contracting and Attesting Officer

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy from the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest



Attest

Ursula J. Youngblood
Contracting & Attesting Officer

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

17988 Edison Avenue

Chesterfield, Missouri 63005

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0072030418

Agent for Service of process

Corporation Service Company

300 Spring Street

Suite 900

Little Rock, Arkansas 72201

(Type or legibly print)



(Signature) Laura M. Andreski, Contracting and
Attesting Officer

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity
or LLC, attach evidence of authority to
sign.)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500

**LIMITED LIABILITY COMPANY AGREEMENT
OF
INSITUFORM TECHNOLOGIES, LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT OF INSITUFORM TECHNOLOGIES, LLC is made this 31st day of December, 2011, by Aegion Corporation, a Delaware corporation (the "Member").

RECITALS:

A. As of December 31, 2011, the Member converted Insituform Technologies, Inc., a Delaware corporation ("ITI"), to INSITUFORM TECHNOLOGIES, LLC, a Delaware limited liability company (the "Company"), in accordance with the Act (as defined below).

B. This Agreement (as defined below) is intended to replace the By-Laws of ITI in effect as of the date of this Agreement, which By-Laws are hereby revoked and of no further force or effect.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth above are hereby incorporated in this Agreement, as if fully set forth in the body of this Agreement.

2. DEFINITIONS

The following terms, as used in this Agreement, have the meanings set forth in this Section 2:

"Act" means the Delaware Limited Liability Company Act, as may be amended from time to time.

"Agreement" means this Limited Liability Company Agreement, as it may be amended, restated, modified, or supplemented from time to time in accordance with its provisions.

"Board of Managers" means the group of Managers that exercises the powers, and manages the business and affairs, of the Company pursuant to Section 4 of the Agreement.

"Certificate" means the Certificate of Formation, as originally filed with the office of the Secretary of State of the State of Delaware effective as of the Effective Time, as the same may be amended from time to time.

"Code" means the Internal Revenue Code of 1986, as amended, 26 U.S.C.A, *et seq.*, or any succeeding federal internal revenue law as from time to time in effect.

"Effective Time" means 11:58 p.m. CST on December 31, 2011.

"Manager" means a manager on the Board of Managers.

"Member" has the meaning set forth in the preamble to this Agreement.

"Person" means an individual, corporation, limited liability company, association, general partnership, limited partnership, limited liability partnership, joint venture, trust, employee benefit plan, estate, or other entity or organization.

3. THE COMPANY, ITS MEMBER AND THE BUSINESS

(a) Formation. The Company was converted from a Delaware corporation to a Delaware limited liability company when the executed Certificate and Certificate of Conversion were filed with the office of the Secretary of State of the State of Delaware in accordance with and pursuant to the Act. Except as provided in this Agreement, all rights, liabilities, and obligations among the Member, the Company and other Persons, shall be as provided in the Act, and this Agreement shall be construed in accordance with the provisions of the Act. To the extent that the rights or obligations of the Member are different by reason of any provision of this Agreement than they would be in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

(b) Company Name. The name of the Company shall be "Insituform Technologies, LLC". The business of the Company may be conducted under that name or, upon compliance with applicable laws, any other name that the Board of Managers deems appropriate or advisable. The Board of Managers shall file any assumed name certificates and similar filings, and any amendments thereto, that it considers appropriate or advisable.

(c) Term of the Company. The term of the Company as a corporation commenced on March 27, 1980. The term of the Company as a limited liability company commenced at the Effective Time and shall continue until the Company is dissolved and its affairs wound up in accordance with the Act and Article 6 of this Agreement.

(d) Purposes of the Company. The purpose of the Company shall be to carry on any lawful business, purpose or activity permitted under the Act.

(e) Authority of the Company. The Company shall be empowered and authorized to do all lawful acts and things necessary, appropriate, proper, advisable, incidental to, or convenient for the furtherance and accomplishment of its purposes.

(f) Principal Office and Other Offices; Registered Agent. The Company's registered agent and the address of its initial registered office in the State of Delaware shall be as set forth in the Certificate. The registered office and registered agent may be changed by the Board of Managers, as it deems advisable from time to time by filing an amendment to the Certificate. The Company may maintain any other offices at any other places that the Board of Managers deems advisable. The Company may, upon compliance with the applicable provisions of the Act, change its principal office or registered agent from time to time at the discretion of the Member.

(g) Foreign Qualification. The Company shall take all necessary actions to be authorized to conduct business legally in all appropriate jurisdictions, including registration or qualification of the Company as a foreign limited liability company in those jurisdictions that provide for such registration or qualification.

(h) Fiscal Year. The fiscal year of the Company shall begin on the first day of January in each year.

4. ISSUANCE OF COMMON SHARES

(a) The membership interests of the Company authorized for issuance shall be common shares ("Common Shares"), having the designations, preferences and relative, participating, optional and other special rights, powers and duties relating to the Common Shares authorized for issuance pursuant to this Section 4. A total of one thousand (1,000) Common Shares, par value \$0.01 per share, are hereby authorized for issuance.

(b) The holders of Common Shares shall be entitled to one vote per Common Share on matters submitted to a vote or consent of the Members. Each Common Share shall be identical in all respects with each other Common Share.

(c) All common shares of ITI outstanding as of the date of this Agreement are hereby automatically converted into Common Shares of the Company. The Member acknowledges that as of the date of this Agreement, one (1) Common Share is outstanding in the name of the Member.

5. CASH DISTRIBUTIONS; ALLOCATIONS OF PROFITS AND LOSSES

(a) Distributions. All cash of the Company available for distribution shall be distributed to the Member at such times and in such amounts as the Board of Managers shall determine.

(b) Allocations of Profits and Losses. All profits and losses of the Company shall be allocated to the Member.

6. RIGHTS AND POWERS OF THE BOARD OF MANAGERS AND OFFICERS

(a) Management by the Board of Managers. Except for situations in which the approval of the Member is required by this Agreement or by non-waivable provisions of the Act, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board of Managers; and (ii) the Board of Managers may make all decisions and take all actions for the Company not otherwise provided for in this Agreement.

(b) Actions by Board of Managers. In managing the business and affairs of the Company and exercising its powers granted hereunder, the Board of Managers may act through meetings or written consents pursuant to this Section 6. Any Person dealing with the Company, other than the Member, may rely on the authority of a Manager or any duly appointed officer of the Company in taking any action in the name of the Company without inquiry into the provisions of this Agreement or compliance herewith, regardless of whether that action actually is taken in accordance with the provisions of this Agreement. The Member, by execution of this Agreement, agrees to, consents to, and acknowledges the delegation of powers and authority to the Board of Managers granted hereunder, and to the actions and decisions of the Board of Managers within the scope of their authority as provided herein.

(c) Number and Term of Office. The Board of Managers shall consist of three Managers. Each Manager shall serve until his or her successor is duly elected or until his or her resignation, removal or death.

(d) Vacancies; Removal; Resignation. Any Manager may be removed at any time, with or without cause, but only by the Member. In the event that any Manager ceases to serve as a Manager during his term of office, the resulting vacancy shall be filled by the Member. Any Manager may resign his or her office at any time.

(e) Meetings.

(i) The attendance of all the Managers shall constitute a quorum for the transaction of business of the Board of Managers, and the act of a majority of the Managers shall be necessary to be the act of the Board of Managers. A Manager who is present at a meeting of the Board of Managers at which action on any Company matter is taken shall be presumed to have assented to the action unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the Person acting as secretary of the meeting before the adjournment thereof or shall deliver such dissent to the Company immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Manager who voted in favor of such action.

(ii) Meetings of the Board of Managers may be held at such place or places as shall be determined from time to time by resolution of the Board of Managers. At all meetings of the Board of Managers, business shall be transacted in such order as shall from time to time be determined by resolution of the Board of Managers.

(iii) Regular meetings of the Board of Managers shall be held at such times and places as shall be designated from time to time by resolution of the Board of Managers, but shall not be held less frequently than quarterly. Notice of such meetings shall not be required.

(iv) Special meetings of the Board of Managers may be called by the President or any Manager on at least ten (10) days' notice to each Manager. Such notice need not state the purpose or purposes of, or the business to be transacted at, such meeting, except as may otherwise be required by law or provided for in this Agreement.

(f) Approval or Ratification of Acts or Contracts by Members. The Board of Managers in their discretion may submit any act or contract for approval or ratification at any annual or special meeting of the Members.

(g) Action by Managers by Written Consent or Telephone Conference. Any action permitted or required by the Act, the Certificate or this Agreement to be taken at a meeting of the Board of Managers may be taken without a meeting if a written consent, setting forth the action to be taken, is signed by all of the Managers. Such consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware, and the execution of such consent shall constitute attendance or presence in person at a meeting of the Board of Managers. Subject to the requirements of the Act, the Certificate or this Agreement for notice of meetings, unless otherwise restricted by the Certificate, the Managers may participate in and hold a meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other, and participation in such meeting shall constitute attendance and presence in person at such meeting, except where a Person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(h) Officers.

(i) Election and Removal of Officers. The officers of the Company shall be the President, one or more Vice Presidents, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Managers. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Managers. Any two (2) or more offices may be held by the same person. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any officer, agent, or other employee elected or appointed by the Board of

Managers may be removed by the Board of Managers, with or without cause, whenever in the Board of Manager's judgment the best interests of the Company will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(ii) Vacancies. A vacancy in any office because of death, incapacity, resignation, removal, disqualification or otherwise, may be filled by the Board of Managers.

(iii) President. The President shall be the principal executive officer of the Company and shall in general supervise and control all of the business and affairs of the Company. The President may sign any deeds, mortgages, bonds, contracts, or other instruments which the Board of Managers has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Managers or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Managers from time to time.

(iv) Vice President. Each Vice President shall perform such duties as shall be assigned to him or her and shall exercise such powers as may be granted to him or her by the Board of Managers or the President of the Company.

(v) Secretary. The Secretary shall (A) keep the minutes of the proceedings of the Member and of the Board of Managers in one or more books provided for that purpose; (B) see that all notices are duly given in accordance with the provisions of this Agreement or as required by law; (C) be custodian of the Company records; (D) keep a register of the post office address of the Member which shall be furnished to the Secretary by such Member; and (E) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or by the Board of Managers.

(vi) Treasurer. The Treasurer shall: (A) have charge and custody of and be responsible for all funds of the Company; (B) receive and give receipts for moneys due and payable to the Company from any source whatsoever, and deposit all such moneys in the name of the Company in such banks, trust companies or other depositories as shall be selected by the Board of Managers; and (C) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by the President or by the Board of Managers.

(vii) Appointments by the President. The President of the Company may from time to time appoint officers of the Company's operating divisions, and such contracting and attesting officers of the Company as the President may deem proper, who shall have such authority, subject to the control of the Board of Managers, as the President may from time to time prescribe.

(i) Limitation of Liability of the Member. The debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company. The Member shall not be obligated personally for any such debt, obligation, or liability of the Company solely by reason of being the Member, except and only to the extent as otherwise expressly required by law.

(j) Conflicts of Interest. A Manager, the Member and officers of the Company at any time and from time to time may engage in and possess interests in other business ventures of any and every type and description, independently or with others, with no obligation to offer to the Company or any other Member, Manager or officer the right to participate therein. The Company may transact business

with any Manager, Member, officer or affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

7. ASSIGNMENT, TRANSFER, OR SALE OF INTERESTS IN THE COMPANY

The Member may sell, assign, pledge, or otherwise encumber or transfer all or any part of its limited liability company interest in the Company to any Person. The Member may resign as a Member of the Company upon the transfer of all of its limited liability company interests in the Company to any Person. Upon the transfer of any limited liability company interests of any Member to any other Person, such Person shall automatically and without any other action by the Company or any Member, be admitted as a Member of the Company.

8. DISSOLUTION AND TERMINATION OF THE COMPANY

(a) Events of Dissolution. The Company shall dissolve upon the earlier to occur of:

- (i) an election to dissolve the Company made by the Member; or
- (ii) the happening of any event that, under the Act, causes the dissolution of a limited liability company.

(b) Actions on Dissolution. Upon the dissolution of the Company, the Board of Managers shall act as liquidator to wind up the Company. The proceeds of liquidation shall be applied first to the payment of the debts and liabilities of the Company (including any loans to the Company made by the Member), the expenses of liquidation and the establishment of any reserves that the liquidator deems necessary for potential or contingent liabilities of the Company. Remaining proceeds shall be distributed to the Member as provided in Section 5(a). When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, the Board of Managers shall file a certificate of cancellation as required by the Act. Upon filing the certificate of cancellation, the existence of the Company shall cease, except as otherwise provided in the Act.

9. BOOKS, RECORDS, AND RETURNS

(a) Books of Account and Records. A copy of this Agreement and any other records required to be maintained by the Act shall be maintained at the principal office of the Company. All such books and records shall be available for inspection and copying by the Member or its duly authorized representatives during ordinary business hours. The Company shall keep accurate books and records of the operation of the Company which shall reflect all transactions and be appropriate and adequate for the Company's business and for carrying out the provisions of this Agreement.

(b) Deposit of Company Funds. All revenues, assessments, loan proceeds and other receipts of the Company will be maintained on deposit in interest-bearing and non-interest bearing accounts and other investments as the Board of Managers deems appropriate.

10. INDEMNIFICATION

The Company will indemnify and hold harmless each Manager and each officer of the Company from and against any loss, expense, damage, or injury suffered or sustained by any of them by reason of any acts, errors in judgment, omissions, or alleged acts or omissions related to the business of the Company to the fullest extent allowed by law. The Company's duty to indemnify will include any judgment, award, settlement, reasonable legal fees, and other costs and expenses related to the defense of any actual or

threatened action, proceeding, or claim and including any payments made by any Manager or any officer, or by reason of any disallowance by any taxing authority of any deduction taken on any Company tax return. The Company shall advance to each Manager or officer any legal expenses required to defend any such claim upon receipt of a written undertaking by or on behalf of such Manager or officer to repay such amounts if it shall ultimately be determined that such Manager or officer is not entitled to be indemnified therefor by the Company.

11. **COMPANY SEAL**

The Board of Managers may provide a company seal, which shall be in circular form and shall have inscribed thereon the name of the Company, the state of formation, the original year of incorporation and the words "Company Seal".

12. **MISCELLANEOUS**

(a) Captions. All section or paragraph captions contained in this Agreement are for convenience only and shall not be deemed part of this Agreement.

(b) Pronouns, Singular and Plural Form. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter as the identity of the Person or Persons referred to may require, and all words shall include the singular or plural as the context or the identity of Persons may require.

(c) Agreement Binding. This Agreement shall be binding upon the successors and assigns of the Member.

(d) Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Delaware (without regard to the choice of law provisions thereof).

(e) No Third-Party Beneficiaries. This Agreement is not intended to, and shall not be construed to, create any right enforceable by any Person not a party hereto, including any creditor of the Company or of the Member.

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first written above.

AEGION CORPORATION

By: 

David A. Martin, Senior Vice President & Chief
Financial Officer

**ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF MANAGERS OF
INSITUFORM TECHNOLOGIES, LLC**

The following actions are taken and the following business transacted by the unanimous written consent of the Board of Managers (the "Board") of Insituform Technologies, LLC, a Delaware limited liability company (the "Company"), effective as of the 8th day of April, 2016.

Appointment of Officers

WHEREAS, the Board has determined that it is in the best interest of the Company to remove David F. Morris as President of the Company and appoint Frank Firsching as President of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary of the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Mark Menghini as Senior Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Kent W. Bartholomew as Vice President and Assistant Secretary for the Company; and

WHEREAS, the Board has determined that it is in the best interest of the Company to appoint Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company.

THEREFORE BE IT RESOLVED, that the Board hereby removes David F. Morris as President for the Company and appoints Frank Firsching as President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints David F. Morris as Executive Vice President, Chief Administrative Officer and Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Stephen Callahan as Senior Vice President for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Mark Menghini as Senior Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Kent W. Bartholomew as Vice President and Assistant Secretary for the Company, to serve until his successor shall have been duly elected and qualified, or until his death, or until he shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the Board hereby appoints Diane Partridge, Debra Jasper, Laurie Andreski, Jana Lause, Whitney Schulte, and Ursula Youngblood as Contracting and Attesting Officers for the Company, each to serve until her successor shall have been duly elected and qualified, or until her death, or until she shall resign or shall have been removed from office; and be it

FURTHER RESOLVED, that the appointment of Stephen Callahan as Senior Vice President, Human Resources of the Company effective November 9, 2015 is hereby ratified, confirmed, and approved. It is acknowledged that the omission of his name from the listing of officers dated January 4, 2016 was an administrative error.

Restatement of Officers

BE IT RESOLVED, that following the implementation of the foregoing resolutions, the following are officers of the Company:

<u>Name</u>	<u>Office</u>
Frank R. Firsching	— President
David F. Morris	— Executive Vice President, Chief Administrative Officer and Secretary
David A. Martin	— Executive Vice President
Stephen Callahan	— Senior Vice President
Kenneth L. Young	— Senior Vice President and Treasurer
Mark A. Menghini	— Senior Vice President and Assistant Secretary
Daniel P. Schoenekase	— Vice President, General Counsel and Assistant Secretary
Heidi Wilkinson	— Vice President – Human Resources
Dennis Pivin	— Vice President – Safety
Dawn Landmann	— Vice President – Taxation
Larry Mangels	— Vice President and Chief Financial Officer
Kent Bartholomew	— Vice President and Assistant Secretary
Diane Partridge	— Contracting and Attesting Officer
Debra Jasper	— Contracting and Attesting Officer
Laurie Andreski	— Contracting and Attesting Officer
Jana Lause	— Contracting and Attesting Officer
Whitney Schulte	— Contracting and Attesting Officer
Ursula Youngblood	— Contracting and Attesting Officer

; and be it

FURTHER RESOLVED, that any individual who was serving as an officer of the Company prior to the date hereof who was not reelected by these resolutions is hereby removed from office.

Ratification of Prior Actions

FURTHER RESOLVED, that the Board hereby confirms, approves and ratifies all actions taken by the Company prior to the date hereof.

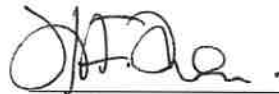
Omnibus Resolutions

FURTHER RESOLVED, that the officers of the Company be, and each of them acting individually hereby is, authorized and empowered to perform such other acts and to execute such other filings, notifications, instruments, deeds, agreements and other documents, including, but not limited to, the execution and filing of any notices or filings with any governmental or regulatory body, as may be necessary or appropriate to effectuate the intent of the foregoing resolutions.

The undersigned, constituting the entire Board of Managers of the Company, hereby consent to and adopt the foregoing resolutions, effective as of the day and year first written above.



Charles R. Gordon



David F. Morris



David A. Martin

**Constituting the entire Board of
Managers of the Company**

INSITUFORM TECHNOLOGIES, LLC

PRESIDENT APPOINTMENT OF OFFICERS

Pursuant to the authority set forth in the Limited Liability Company Agreement of Insituform Technologies, LLC (the "Company"), I hereby determine that:

1. Christlanda Adkins, Laura M. Andreski, Janet Hass, Jana Lause, Diane Partridge, Whitney Schulte and Ursula Youngblood are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, (i) to certify and to attest the signature of any officer of the Company, (ii) to enter into and to bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company, (iii) to execute and to deliver documents on behalf of the Company, and (iv) to take such action as is or may be necessary and appropriate to carry out the project, activities and work of the Company; and
2. All other Contracting and Attesting Officers of the Company appointed by the President of the Company prior to the date of this appointment are hereby removed from office.

Dated: March 8, 2018


Frank R. Firsching
President



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0169

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

LAND SALE PROCEEDS (RESOLUTION 78-18):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00 ALLOCATING FUNDS FROM THE SALE OF CITY PROPERTY AT THE NORTHWEST CORNER OF RAZORBACK ROAD AND SLIGO STREET TO THE CATO SPRINGS TRAIL LIGHTING PROJECT

WHEREAS, the 0.1-acre parcel at the northwest corner of Razorback Road and Sligo Street recently sold by the City, pursuant to Resolution No. 78-18, was originally acquired using federal-aid funds; and

WHEREAS, federal law restricts the use of the proceeds from the sale of this land to only other federal-aid projects.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$5,000.00 allocating the proceeds from the sale of 0.1 acres of City property at the northwest corner of Razorback Road and Sligo Street to the Cato Springs Trail Lighting Project, an eligible federal-aid project.

City of Fayetteville Staff Review Form

2018-0169

Legistar File ID

4/3/2018

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

Matt Mihalevich

3/12/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a budget adjustment in the amount of \$5,000 to allocate funds from the sale authorized by resolution 78-18 of 0.1 acres of land at the Northwest corner of Razorback Road and Sligo Street to the Cato Springs Trail Lighting Project.

Budget Impact:

4470.800.8830-5814.05

Sales Tax Cap Imp

Account Number

Fund

02016.1801

Cato Springs Trail Lighting

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 350,000.00

Funds Obligated \$ -

Current Balance \$ 350,000.00

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 5,000.00

Remaining Budget \$ 355,000.00

V20140710

Previous Ordinance or Resolution # 78-18

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3RD, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 12th, 2018

SUBJECT: 2018-0169 Land Sale Proceeds (Res. 78-18)

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of \$5,000 to allocate funds from the sale authorized by resolution 78-18 of 0.1 acres of land at the Northwest corner of Razorback Road and Sligo Street to the Cato Springs Trail Lighting Project.

BACKGROUND:

The sale of 0.1 acres of city owned land at the Northwest corner of Razorback Road and Sligo was approved by resolution 78-01. This land was originally purchased using federal-aid funds associated with the Razorback Road widening project. Since federal-aid funds were involved, the proceeds from the sale are required to be applied to another federal-aid project.

In 2017, the City of Fayetteville received a Transportation Alternatives Program federal-aid grant in the amount of \$280,000 for the installation of lighting along Cato Springs Trail. This grant was approved by resolution 01-18.

DISCUSSION:

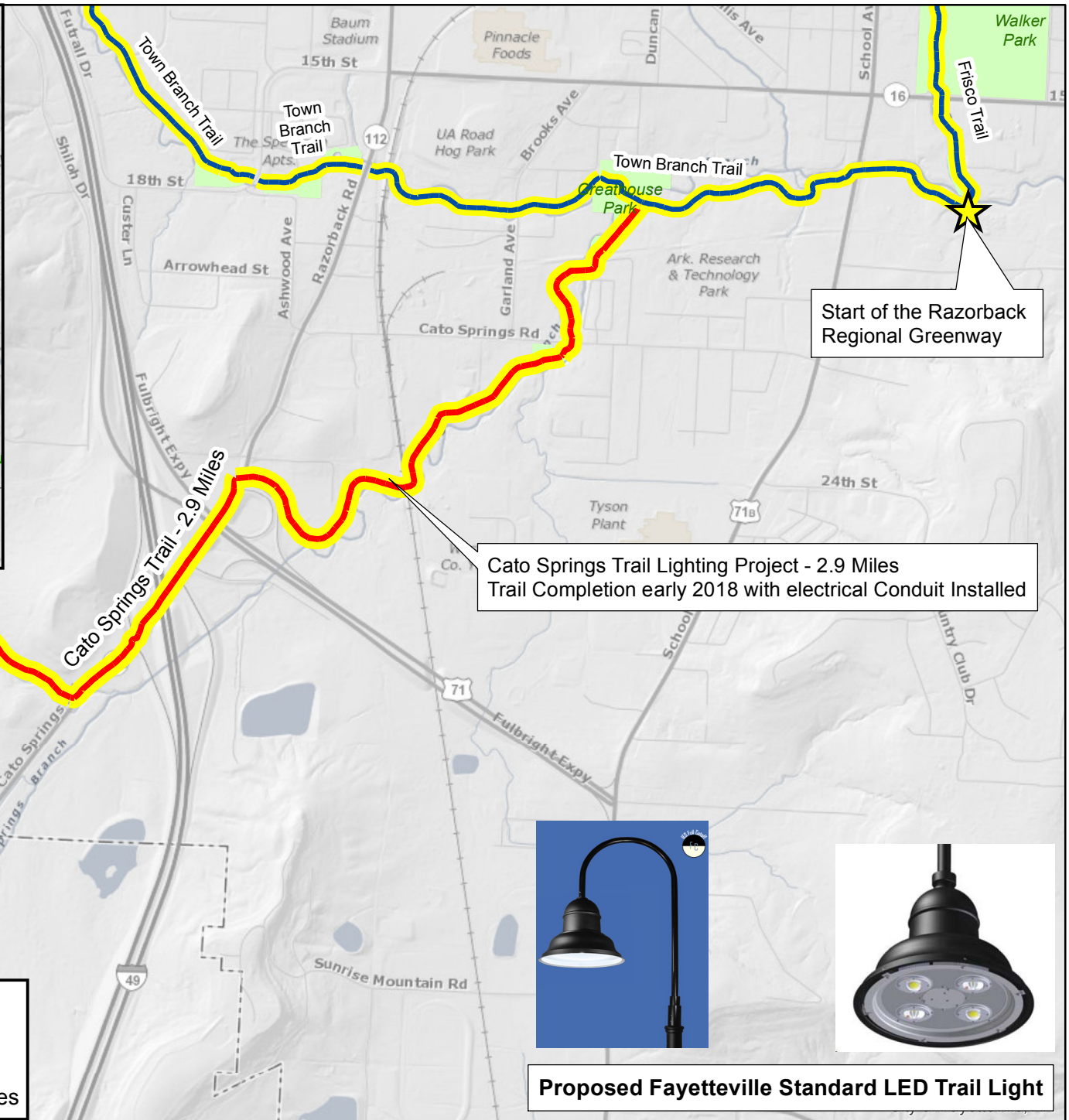
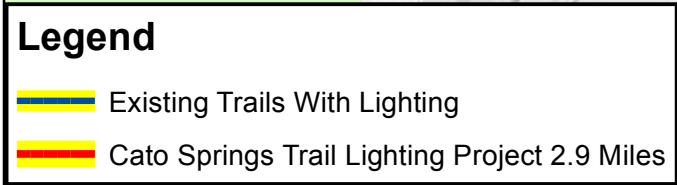
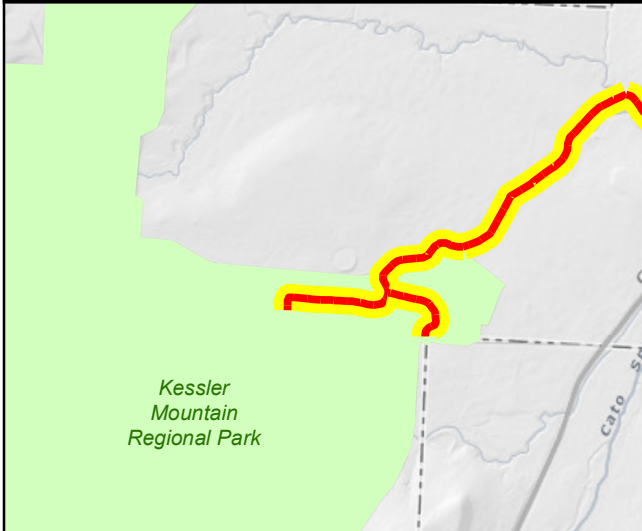
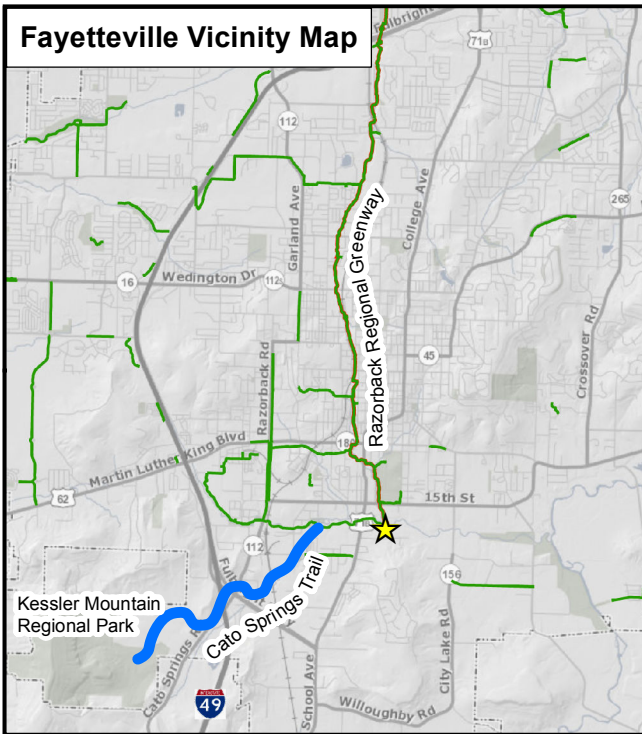
The Cato Springs Trail Lighting project is an eligible federal-aid project for the land sale proceeds to be applied. Installation of lighting is slated to begin in Fall of 2018.

BUDGET/STAFF IMPACT:

The proceeds from the sale of land in the amount of \$5,000 will applied to the Cato Springs Trail Lighting Project.

Attachments:

Cato Springs Trail Lighting Map
Budget Adjustment



Budget Year	Division	Adjustment Number
2018	DEVELOPMENT SERVICES (620) /Org2 Requestor: Matt Mihalevich	

Resolution 78-18 authorized the sale of 0.1 acres of land at the Northwest corner of Razorback Road and Sligo Street. In order to comply with Federal land sale requirements, staff is requesting \$5,000 from the sale of land be placed on the Cato Springs Trail Lighting Project, which is another Federally funded project.

	COUNCIL DATE:	4/3/2018
	LEGISTAR FILE ID#:	2018-0169
	<i>Kevin Springer</i> 3/13/2018 12:02 PM	
	Budget Director	Date
	TYPE:	
DESCRIPTION:		
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0174

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS

WHEREAS, the City of Fayetteville understands Federal-Aid Recreational Trails Program funds are available in an amount up to \$88,000.00 at 80% federal participation and 20% local match for improvements to the Fulbright Expressway Tunnel, a part of the Razorback Regional Greenway; 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, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville for the life of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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 Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2018-0174

Legistar File ID

4/3/2018

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Matt Mihalevich

3/14/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation Recreational Trails Program for an award of up to \$88,000 to be used for improvements of the Fulbright Expressway Tunnel section of the Razorback Greenway.

Budget Impact:

4470.800.8830-5420.00

Sales Tax Cap Imp - Trail Improvements

Account Number

Fund

02016.1301

Trail Maintenance

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 151,279.00

Funds Obligated \$ 13,625.00

Current Balance \$ 137,654.00

Does item have a cost? Yes

Item Cost \$ 22,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 115,654.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3RD, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 14th, 2018

SUBJECT: 2018-0174 Recreational Trails Program – Fulbright Tunnel Improvements

RECOMMENDATION:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation Recreational Trails Program for an award of up to \$88,000 to be used for improvements of the Fulbright Expressway Tunnel section of the Razorback Greenway.

BACKGROUND:

A section of the Razorback Greenway passes under the Fulbright Expressway through a 10-foot-tall by 10-foot-wide concrete box culvert tunnel that was installed with the expressway construction for the stream flow of Scull Creek. In 2008 this box culvert was converted for pedestrian and bicycle use to safely pass under N. Futrell Dr., the Fulbright Expressway, and N. Shiloh Dr. The box culvert tunnel was originally constructed for stormwater without knowledge of the future trail; therefore, the tunnel is constantly wet and uncomfortable to trail users.

DISCUSSION:

To create a dry and safer experience for users of the Razorback Greenway, staff has designed a new elevated concrete floor to be placed through the entire 685-foot length of the tunnel. A side channel is planned to carry the seeping water along the east edge to a storm drain on the north side where it will be routed to Scull Creek. A flood study is underway by staff engineer, Alan Pugh to comply with the Federal Emergency Management Agency (FEMA) requirements for adding the new floor to the tunnel. The proposed improvements would be bid to a private contractor for an estimated cost of \$110,000.

Projects are now being accepted for the 2108 Recreational Trails Program administered through the Arkansas Department of Transportation. The proposed improvements to the tunnel under Fulbright Expressway would be an eligible project for funding up to 80% with a 20% local match. The Recreational Trails Program has been a substantial program for trail funding over the years (see funding history below).

BUDGET/STAFF IMPACT:

If the Recreational Trails Program grant is approved and fully funded, the City will be responsible for 20% of the total project cost, or \$22,000. Funding for the match has been budgeted through the Transportation Services Department trail development program for trail maintenance.

Summary of the Recreational Trails Grant awards to the City of Fayetteville since 1997:

Funding Year	AHTD Project Number	Trail Project	Location/Description	Funding Amount
1997	040271	Lake Fayetteville Kiosks	Three trailhead kiosks at Lake Fayetteville – North Shore, Softball Parking and Veterans Park.	\$20,000
2002	040401	Lake Fayetteville Spillway Bridge	Lake Fayetteville spillway, west of Veterans Park	\$51,247
2003	040425	Lake Fayetteville Spillway Bridge	Combined with the 2002 funds into one project to complete the Lake Fayetteville Spillway Bridge	\$20,000
2007	040507	Mud Creek Trail	Replacement of narrow arch bridge east of Front Street with an ADA compliant bridge.	\$33,600
2008	040530	Mud Creek Trail	Extension of Mud Creek Trail across Mud Creek along Old Missouri Road to Sweetbriar Drive.	\$60,000
2009	040558	Oak Ridge Trail	Frisco Trail west to Garland (Partnership with the U of A)	\$116,534
2010	040613	Lake Fayetteville Trail	Botanical Gardens to Veterans Park	\$80,000
2012	040656	Lake Fayetteville Trail	Lake Fayetteville Road Section at the Marina	\$75,000
2015	040701	Lake Fayetteville	Nature Trail Boardwalk near BGO	\$70,000
2016	040685	Frisco Trail Replacement	Frisco Ave. to Maple Street	\$56,000

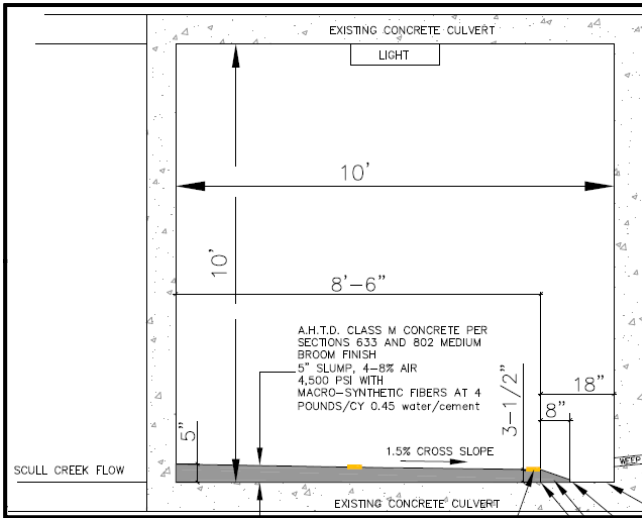
Total since 1997- \$582,381

Attachments:

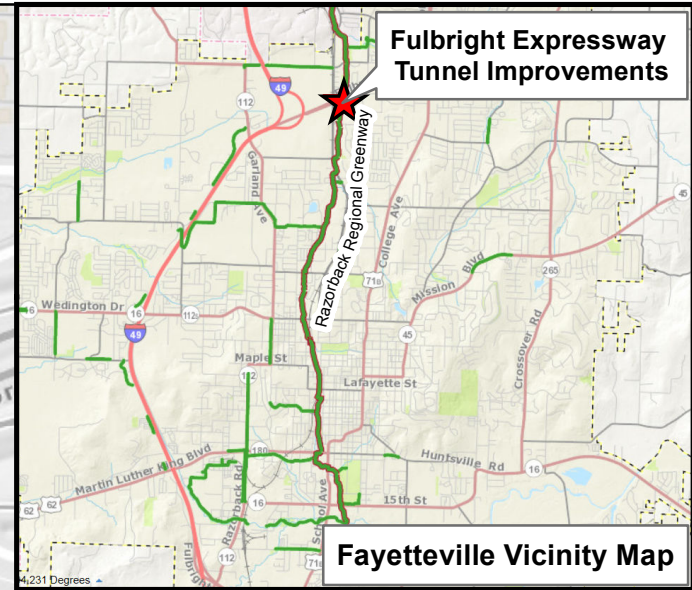
Fulbright Tunnel Improvements Map

Fulbright Tunnel Cost Estimate

Recreational Trails Program Sample Resolution

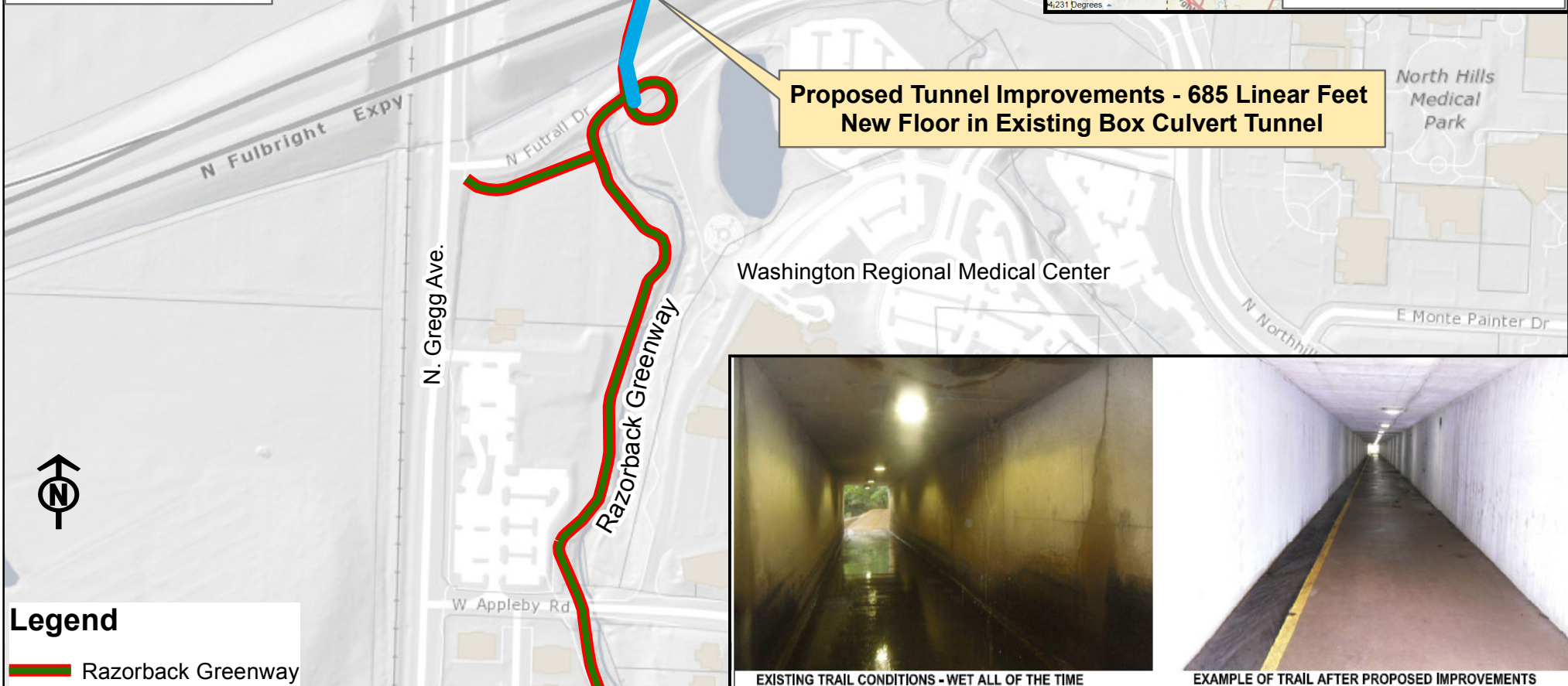


Proposed Tunnel Floor



Fulbright Expressway Tunnel Improvements

Fayetteville Vicinity Map



**Proposed Tunnel Improvements - 685 Linear Feet
New Floor in Existing Box Culvert Tunnel**

Legend

 Razorback Greenway



EXISTING TRAIL CONDITIONS - WET ALL OF THE TIME



EXAMPLE OF TRAIL AFTER PROPOSED IMPROVEMENTS



Razorback Greenway Tunnel Improvements Fulbright Expressway - 685 LF Tunnel

March 14, 2018

Cost Estimate (Based on 2018 Contractor Bid Prices)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	4,500 PSI CONCRETE TRAIL (FIBER REINFORCED)(FLOOR PRIMER)	80	C.Y.	\$650.00	\$ 52,000.00
2	ARDEX - K 15 LEVELER (55# BAGS)	120	55# BAG	\$185.00	\$ 22,200.00
3	REMOVAL OF EXISTING CONCRETE TRAIL	40	S.Y.	\$20.00	\$ 800.00
4	18" NYLOPLAST DOMED DRAIN BASIN WITH 8" PVC INVERT	1	L.S.	\$5,000.00	\$ 5,000.00
5	8" SCH. 40 SEWER PIPE	88	L.F.	\$50.00	\$ 4,400.00
6	PIPE FOOTING AND ANCHORS	1	L.S.	\$1,500.00	\$ 1,500.00
7	TUNNEL WALL AND CELING CLEANING & PAINTING (WHITE)	20,558	S.F.	\$0.50	\$ 10,279.00
8	4" YELLOW PAINT (EDGE AND CENTER STRIPE)	635	L.F.	\$1.86	\$ 1,181.10
9	12" CONCRETE RETAINING WALL (PER ARDOT SI-2)	1	L.S.	\$2,500.00	\$ 2,500.00
10	TRAIL TRAFFIC CONTROL AND SIGNS	1	L.S.	\$2,500.00	\$ 2,500.00
11	SOLID SLAB SOD	80	S.Y.	\$3.00	\$ 240.00
12	STRAW WADDLES	200	L.F.	\$2.00	\$ 400.00
13	INSURANCE & BONDING	1	L.S.	\$2,000.00	\$ 2,000.00
14	MOBILIZATION	1	L.S.	\$5,000.00	\$ 5,000.00

Total Estimated Contractor Cost \$110,000

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Recreational Trails Program Funds are available at 80% federal participation and 20% local match/in kind labor to develop or improve the *Razorback Regional Greenway – Fulbright Expressway Tunnel Improvements*, and

WHEREAS, *Sponsor Name* 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, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *SPONSOR'S GOVERNING BODY* THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2018.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0175

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

GULLEY PARK TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$140,000.00 FOR LIGHTING OF THE TRAIL AROUND GULLEY PARK

WHEREAS, the City of Fayetteville understands Federal-Aid Transportation Alternatives Program funds are available through the Arkansas Department of Transportation - Transportation Alternatives Program in an amount up to \$140,000.00 at 80% federal participation and 20% local match for the lighting of the trail around Gulley Park; 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, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville for the life of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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 Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2018-0175

Legistar File ID

4/3/2018

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

Matt Mihalevich

3/14/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation - Transportation Alternatives Program for an award of up to \$140,000 to be used for lighting of the trail around Gulley Park.

Budget Impact:

2250.520.9255-5806.00

Parks Development - Park Improvements

Account Number

Fund

13001.1

Community Park Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 978,965.00

Funds Obligated \$ 39,500.00

Current Balance \$ 939,465.00

Does item have a cost? Yes

Item Cost \$ 35,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 904,465.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3RD, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Terry Gulley, Transportation Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 14th, 2018

SUBJECT: 2018-0175 Transportation Alternatives Program – Gulley Park Trail Lighting

RECOMMENDATION:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation - Transportation Alternatives Program for an award of up to \$140,000 to be used for lighting of the trail around Gulley Park.

BACKGROUND:

The City trail construction crew will be replacing approximately 1 mile of dilapidated asphalt loop trail within Gulley Park this summer at the conclusion of the concert series. Electrical conduit will be installed with the new 8-foot-wide concrete trails, however sufficient funding is not currently available to install the wire and estimated 50 light poles.

DISCUSSION:

The Arkansas Department of Transportation is currently accepting applications for funding through the Transportation Alternatives Program. Trail lighting an eligible item for this program and could provide 80% funding for installing trail lighting in one of our highest used parks

BUDGET/STAFF IMPACT:

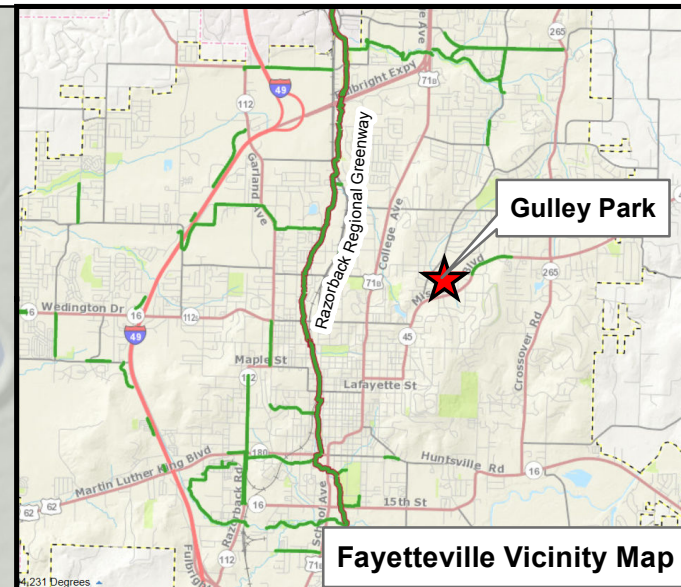
If the Transportation Alternatives Program grant is approved and fully funded, the City will be responsible for 20% of the total project cost, or \$35,000. Funding for the match has been budgeted through the Parks Development Program for community park improvements.

Attachments:

Gulley Park Trail Lighting Map
Gulley Park Trail Lighting Cost Estimate
Transportation Alternatives Program Sample Resolution



Proposed LED Trail lights



Gulley Park

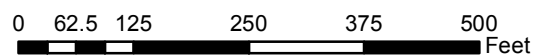
Fayetteville Vicinity Map



Proposed Trail lighting
Along 1 Mile of Existing Trail
50 Lights Proposed

Legend

- Niokaska Creek Trail
- Gulley Trail - Proposed Lighting (1 Mile)



Gulley Park Proposed Trail Lighting

City of Fayetteville, AR



**Gulley Park Trail Lighting
Cost Estimate (Contractor Install Prices)**

March 14, 2018

Cost Estimate (Based on 2017 Mud Creek Trail Lighting Bid)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	LED Trail Light Fixture (Installed)	50	L.S.	\$ 1,800.00	\$ 90,000.00
2	Direct Bury Fiberglass Pole (Installed)	50	L.S.	\$ 900.00	\$ 45,000.00
3	No. 8 AWG Copper Conductor	20,000	L.F.	\$ 1.50	\$ 30,000.00
4	Electrical Service Equipment Pedestals (Milbank)	2	E.A.	\$ 5,000.00	\$ 10,000.00

Note: Electrical Conduit and Pull Boxes Installed Separately by City

Total Estimated Project Cost \$175,000.00

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve *Gulley Park Trail Lighting*, and

WHEREAS, *Sponsor Name* 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, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *SPONSOR'S GOVERNING BODY* THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2018.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0176

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

RUPPLE ROAD TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$440,000.00 FOR LIGHTING OF THE RUPPLE ROAD TRAIL FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

WHEREAS, the City of Fayetteville understands Federal-Aid Transportation Alternatives Program funds are available through the Arkansas Department of Transportation - Transportation Alternatives Program in an amount up to \$440,000.00 at 80% federal participation and 20% local match for the lighting of the Ruppel Road Trail from Persimmon Street to Martin Luther King, Jr. Boulevard; 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, this project, using federal funding, will be open and available for use by the general public and maintained by the City of Fayetteville for the life of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the City of Fayetteville will participate in accordance with its designated responsibility, including maintenance of this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the Mayor to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

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 Arkansas Department of Transportation to initiate action to implement this project.

City of Fayetteville Staff Review Form

2018-0176

Legistar File ID

4/3/2018

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

Matt Mihalevich

3/14/2018

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation - Transportation Alternatives Program for an award of up to \$440,000 to be used for installing lighting along the Ruppel Road Trail from Persimmon St. to Martin Luther King Jr. Blvd. (Hwy 62.)

Budget Impact:

4520.800.9555-5809.00

Street Improvements

Account Number

Fund

06035.1

Transportation Bond Street Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 349,846.00

Funds Obligated \$ -

Current Balance \$ 349,846.00

Does item have a cost? Yes

Item Cost \$ 110,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 239,846.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3RD, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Garner Stoll, Development Services Director
Chris Brown, City Engineer

FROM: Matt Mihalevich, Trails Coordinator

DATE: March 14th, 2018

SUBJECT: 2018-0176 Transportation Alternatives Program – Ruppel Rd. Trail Lighting

RECOMMENDATION:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit an application of an 80% federal 20% local matching grant through the Arkansas Department of Transportation - Transportation Alternatives Program for an award of up to \$440,000 to be used for installing lighting along the Ruppel Road Trail from Persimmon St. to Martin Luther King Jr. Blvd. (Hwy 62.)

BACKGROUND:

The Ruppel Road extension from Persimmon Street to Martin Luther King Jr. Blvd. (Highway 62) was opened to the public in November of 2016. This important connection includes a 12-foot-wide trail on the west side running the entire 1.8-mile distance. Because this road was built through and undeveloped area, the trail and roadway are very dark at night. The Ruppel Road Trail is the north south backbone trail for the west side of town and serves as a primary active transportation route and is already experiencing significant use. Including lighting along the trail will expand the hours of use and increase the safety of the trail and adjacent roadway.

DISCUSSION:

The Arkansas Department of Transportation is currently accepting applications for funding through the Transportation Alternatives Program. Trail lighting an eligible item for this program and could provide 80% funding for installing trail lighting along the Ruppel Road.

BUDGET/STAFF IMPACT:

If the Transportation Alternatives Program grant is approved and fully funded, the City will be responsible for 20% of the total project cost, or \$110,000. Funding for the match has been budgeted through the street sales tax funds for Ruppel Road.

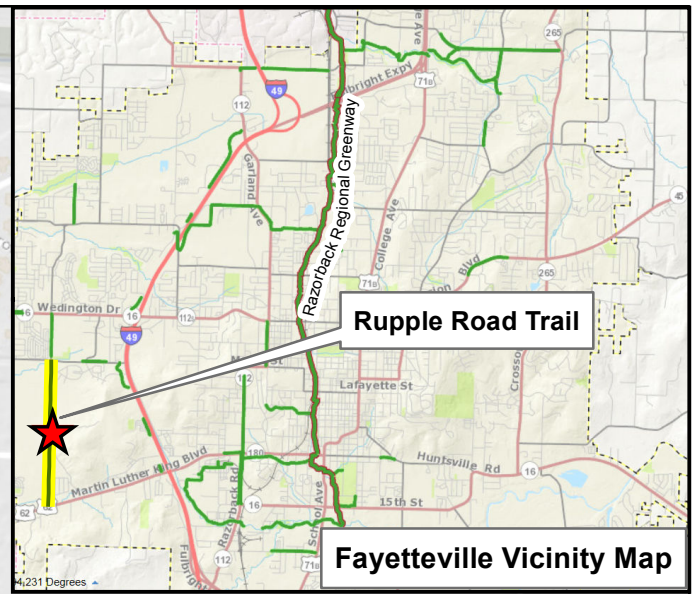
Attachments:

Ruppel Road Trail Lighting Map
Ruppel Road Trail Cost Estimate
Transportation Alternatives Program Sample Resolution



Proposed LED Trail lights

Sloan Brook Village
Neighborhood
(Under Construction)



Fayetteville Vicinity Map



Ruppel Road Trail

Existing Ruppel Road Trail (1.8 Miles)

**Proposed Trail lighting
Along 1.8 Miles of Existing Trail
111 Lights Proposed**



Legend

-  Proposed Trail Lighting (1.8 Miles)
-  Existing 12' Wide Concrete Trail

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve *Rupple Road Trail Lighting*, and

WHEREAS, *Sponsor Name* 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, this project, using federal funding, will be open and available for use by the general public and maintained by the applicant for the life of the project.

NOW THEREFORE, BE IT RESOLVED BY *SPONSOR'S GOVERNING BODY* THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO* is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2018.

Signed: _____
Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



**Rupple Road Trail Lighting
Cost Estimate (Contractor Install Prices)**

March 15, 2018

Cost Estimate (Based on 2017 Mud Creek Trail Lighting Bid)

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
1	LED Trail Light Fixture (Installed)	111	E.A.	\$ 1,800.00	\$ 199,800.00
2	Direct Bury Fiberglass Pole (Installed)	111	E.A.	\$ 900.00	\$ 99,900.00
3	1 1/4" Sch. 40 PVC Electrical Conduit (Trenched)	10,077	L.F.	\$ 5.00	\$ 50,385.00
4	1 1/4" Sch. 40 PVC Electrical Conduit (Directional Bore)	951	L.F.	\$ 42.00	\$ 39,942.00
5	Select Grading & Seed	0.46	Acre	\$ 15,000.00	\$ 6,900.00
6	12" x 12" x 12" Polymer Concrete Pull Box	130.00	E.A.	\$ 237.00	\$ 30,810.00
7	No. 8 AWG Copper Conductor	33,084	L.F.	\$ 1.50	\$ 49,626.00
8	Electrical Service Equipment Pedestals (Milbank)	4	E.A.	\$ 5,000.00	\$ 20,000.00
9	Electrical Service Drop from the Power Company	2	E.A.	\$ 3,000.00	\$ 6,000.00
10	Traffic Control and Maintenance	1	L.S.	\$ 10,000.00	\$ 10,000.00
11	Mobilization (Not to Exceed 5% of Total Bid)	1	L.S.	\$ 27,000.00	\$ 27,000.00
12	Insurance and Bonding	1	L.S.	\$ 10,000.00	\$ 10,000.00

Total Estimated Project Cost \$550,363.00



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0184

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

PARK LAND DEDICATION FUNDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$360,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST, NORTHWEST, AND SOUTHWEST PARK QUADRANTS TO BE USED FOR A ROWING DOCK WITH CANOE AND KAYAK LAUNCH AREA AT LAKE FAYETTEVILLE, IMPROVEMENTS TO GREGORY PARK, AND REPLACEMENT OF TWO TRAIL BRIDGES AT WILSON PARK

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the total amount of \$360,000.00 recognizing parkland dedication fees from the Northeast, Northwest, and Southwest Quadrants to be used for a rowing dock with canoe and kayak launch area at Lake Fayetteville, improvements to Gregory Park, and replacement of two trail bridges at Wilson Park.

City of Fayetteville Staff Review Form

2018-0184

Legistar File ID

4/3/2018

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

Connie Edmonston

3/15/2018

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Resolution to approve park projects funded by the Park Land Dedication Funds and the associated budget adjustment to recognize funds received by the Park Land Dedication Fund.

Budget Impact:

2250.520.9256-5806.00 &
2250.520.9256-5814.05

Parks Development

Account Number

Fund

13001.1306, 13001.1802 & 02013.1801

Lake Fayetteville Improvements, Wilson Park
Improvements & Gregory Park Improvments

Project Number

Project Title

Budgeted Item? No

Current Budget \$ 21,712.00

Funds Obligated \$ 15,837.00

Current Balance **\$ 5,875.00**

Does item have a cost? Yes

Item Cost \$ 360,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 360,000.00

Remaining Budget **\$ 5,875.00**

V20180209

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Connie Edmonston, Parks and Recreation Director
DATE: March 15, 2018

SUBJECT: Resolution to approve park projects funded by the Park Land Dedication Funds and the associated budget adjustment to recognize funds received by the Park Land Dedication Fund.

RECOMMENDATION:

Resolution to approve park projects funded by the Park Land Dedication Fund and the associated budget adjustment to recognize funds received by the Park Land Dedication Fund.

BACKGROUND:

The Park Land Dedication fund accumulates park fees for residential developments before the final plat is signed or upon issuance of building permits for large scale developments. Funds must be expended within three years of the year in which it is collected and must be spent in the same park quadrant in which the development occurs. There are four park quadrants within our city which are named northeast, southeast, southwest, and northwest. Highway 71 separates the east from the west part of the city, and Wedington Drive and Mission Street separates the north from the south. Depending upon each development's progress, Park Land Dedication Ordinance funds become available for capital improvements in parks when they are received from the developer.

DISCUSSION:

Recently, funding has become available through the Park Land Dedication Ordinance to fund three park projects which are located in three different park quadrants as follows:

- 1. Northeast park quadrant: Lake Fayetteville Improvements - Sculler's and Canoe/Kayak Dock in the amount of \$25,000.**

Justification: The NWA Rowing Club utilizes Lake Fayetteville Marina for their rowing and sculling activities. The existing dock used by the club to launch their boats has reached the end of its life and needs to be replaced. In addition, Parks and Recreation's summer camps utilize the lake for canoe and kayak activities. Currently, the campers drag their boats from the storage area to the north end of the property to launch from a sandy beach area. A new rowing dock with a canoe/kayak launch area is needed to

accommodate the Rowing Club, camps, and other park patrons with a safe launching area.

2. Northwest park quadrant: Gregory Park Improvements in the amount of \$185,000.

Justification: Gregory Park consists of 19 acres and is located south of Sycamore Street behind the McDonalds on Highway 71. The Ozark Off-road Cyclists were awarded \$256,616 from the Walton Foundation to build a pump track, bike skills course, downhill track, and make improvements to the existing trail's system. These improvements will increase the usability and popularity of the park by providing additional recreational opportunities. Currently, the parking lot is gravel and plans are to expand the parking area with a hard surface to accommodate the increased usage at Gregory Park due to the trail improvements. Other improvements to the park will include signage, drinking fountain, and improvements to ADA features and the pavilion.

3. Southwest park quadrant: Wilson Park improvements - replace two trail bridges in the amount of \$150,000.

After inspecting the trail bridges built in 1986 at Wilson Park, City Engineers determined they needed to be replaced. This will require the installation of new bridge footers as well as the purchase of two new steel bridges. The bridges will be similar to the bridges on the trail system. The bridges are currently 4 feet wide and will be increased to 8 feet wide to allow for two way foot traffic as well as accommodate park mowers to cross Scull Creek for mowing purposes.

BUDGET/STAFF IMPACT:

Recently, funds are available to assist with these needed park projects through the Park Land Dedication Ordinance for \$25,000 from the northeast park quadrant for Lake Fayetteville Marina, \$185,000 from the northwest park quadrant for Gregory Park improvements, and \$150,000 for Wilson Park improvements. Park staff will assist in the dock installation at Lake Fayetteville and bridge construction at Wilson Park.

Attachments:

Budget Adjustment

Budget Year	Division	Adjustment Number
2018	PARKS & RECREATION (520)	
	/Org2	
	Requestor: Alan Bearden	

Request to recognize Park Land Dedication funds for the following projects: (1) \$185,000 for Gregory Park (NW quadrant) improvements for ADA features and pavilion & other minor improvements, (2) \$150,000 for Wilson Park (SW quadrant) improvements for trail bridges replaced with wider bridges to increase capacity & other minor improvements, and (3) \$25,000 for Lake Fayetteville (NE quadrant) improvements to add a sculler's & canoe/kayak dock.

RESOLUTION/ORDINANCE

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0170

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

RFQ 18-01, DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:

A RESOLUTION TO APPROVE A CONTRACT WITH DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS, PURSUANT TO RFQ 18-01, FOR AN UPDATE TO THE 2005 FACILITIES NEED ASSESSMENT FOR THE FAYETTEVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$19,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a contract with Dewberry, Martin and Martin Consulting Engineers, pursuant to RFQ 18-01, for an update to the 2005 Facilities Need Assessment for the Fayetteville Police Department in the amount of \$19,900.00.

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

City of Fayetteville Staff Review Form

2018-0170

Legistar File ID

4/3/2018

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

Mike Reynolds

3/16/2018

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends a resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers for a program space needs updates/verification of the 2005 Facilities Need Assessment for the Fayetteville Police Department (FPD) and a budget adjustment in the amount of \$19,900. This study will include departmental agency planning diagrams, an updated cost estimate coordination and the final space needs study report.

Budget Impact:

1010.200.2900-5315.00

General

Account Number

Fund

Police Facility Needs Assessment

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 19,900.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 19,900.00

Remaining Budget \$ -

V20180209

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Mayor Jordan
City Council

A handwritten signature in blue ink, appearing to read "Mike Reynolds".

FROM: Mike Reynolds, Deputy Chief of Police

DATE: March 16, 2018

SUBJECT: Approval of a Contract with Dewberry, Martin and Martin Consulting Engineers and budget adjustment

RECOMMENDATION:

Staff recommends a resolution to approve a contract with Dewberry, Martin and Martin Consulting Engineers for a program space needs updates/verification of the 2005 Facilities Need Assessment for the Fayetteville Police Department (FPD) and a budget adjustment in the amount of \$19,900. This study will include departmental agency planning diagrams, an updated cost estimate coordination and the final space needs study report.

BACKGROUND:

In 2005, the City of Fayetteville contracted for a space needs study for a new police headquarters building. At that time, the company contracted to provide the needs assessment identified a lack of appropriate space as an overriding concern. The 2005 space needs study indicated FPD's 2005 space need of 43,454 square feet and projected the 2025 space need to be 55,040 square feet. Current FPD space is 27,042 square feet. Lack of on-site parking, undersized office space, lack of meeting rooms, lack of storage space for equipment, insufficient lobby space, and lack of space for the public to give and/or receive discreet information were also listed as concerns specific to the police department in the initial study.

DISCUSSION:

The Fayetteville Police Department seeks the 2005 facilities needs assessment reviewed and updated with recommendations for current and future needs. The City of Fayetteville Purchasing Division supplied RFQ 18-01, Engineering and Architectural Services List of Proposals Received as of 01/31/2018, for review of City of Fayetteville approved companies for this service. The police department reviewed the nine companies that listed expertise of Structural Design with Emphasis of Police Stations. Dewberry listed the most extensive experience with police building projects, leading the police department to choose Dewberry for this project.

BUDGET/STAFF IMPACT:

Approval of attached budget adjustment in the amount of \$19,900 will use unreserved general fund balance for the cost of this contract. There is no impact on staffing related to this contract for Facility Needs Assessment Study.

Attachments:

Budget Adjustment

Contract – Dewberry, Martin and Martin Consulting Engineers



Dewberry Architects Inc.
25 S. Grove Avenue, Suite 500
Elgin, IL 60120-6400
847.695.5840
847.695.6579 fax
www.dewberry.com

Agreement for the Provision of Limited Professional Services

March 16, 2018

Mr. Greg Tabor
Chief of Police
Fayetteville Police Department
100 West Rock Street
Fayetteville, AR 72701

Re: Fayetteville Police Facility Needs Assessment Study Professional Services Proposal

Dear Chief Tabor:

Dewberry is pleased to submit this professional services fee proposal for the Fayetteville Police Facility Needs Assessment Study. Our scope of services will include the following items based on our recent discussions.

1. **Program Space Needs Updates / Verifications** to 2005 study confirming staff projections and space standards:
 - a. New Program Surveys will be distributed and filled out by specific departments as required to update current and future staff projections over a 20yr period for the intended new facility.
 - b. Dewberry will perform on-site staff interviews over a 2 day period to review program needs for each department.
 - c. Follow-up conference call / WebEx's will be conducted to review and confirm program updates with each department
2. **Departmental adjacency planning diagrams:**
 - a. Dewberry will update the adjacency diagrams shown in Section 5 of the 2005 study to relate to the space program updates.
 - a. Dewberry will conduct on-site reviews of these diagrams over a 2 day period with each department.
3. **Updated cost estimate coordination:**
 - a. Dewberry will work with local cost estimator, Wooldridge Consulting Services, to prepare a conceptual Opinion of Probable Construction Cost (OPC) based on the program size and other information provided. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The hard construction cost figures will be supplemented by a development cost factor, which will include some "soft" cost projections. The sum of these two cost figures will be the total project budget.
4. **Final Space Needs Study Report:**
 - a. Dewberry will combine all of the above information into a final report document and will provide (1) digital PDF copy as well as (2) printed copies of this report.

Proposed Schedule

Dewberry anticipates starting this study upon Council approval on April 3rd with a completion date target of July 2nd.

Proposed Project Team

Dewberry is submitting this proposal as the prime consultant ready to perform all the tasks within the study scope as described within this agreement. We are planning on two (2) multi-day on-site work session trips in the course of this study. We also plan to utilize WebEx and conference calling methods to communicate information when necessary anytime during the study.

Proposed Fees

Feasibility Study Compensation:

The scope of services included in this proposal will be completed for a not to exceed fee of Nineteen Thousand Nine Hundred Dollars (\$19,900) including reimbursable expenses. The anticipated fee break downs are as follows:

- The cost estimate by Wooldridge Consulting Services will make up about \$1500 of the fee.
- The travel expenses are anticipated not to exceed \$2400 of the \$19,900 max fee. (We'll try to combine 1 of the trips with our Springdale project if possible.)
- This will leave a minimum of \$16,000 of fee for the remainder of the study scope.

Reimbursable Expenses:

Reimbursable expenses are included above.

Additional Services:

On an hourly basis per the attached Dewberry Hourly Rate Schedule, Dewberry may provide additional services as mutually agreed upon by written request from the Owner.

Miscellaneous Provisions

If this proposal is satisfactory, please sign where indicated and return an original as your acceptance of its terms and as our authorization to proceed.

Offered by:



3.16.2018

Signature

Date

Brian Meade, AIA Principal

Printed Name/Title

Accepted by:

Signature

Date

Printed Name/Title

Terms and Conditions

The Client requests and authorizes Dewberry Architects Inc. to perform the services outlined in this agreement for the stated fee arrangement.

Standard of Care:

Services performed by Dewberry Architects Inc. under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession in the same locale practicing under similar circumstances and conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, and document or otherwise.

Access To Site:

Unless otherwise stated, Dewberry Architects Inc. will have access to the site for activities necessary for the performance of the services. PSA will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes between the Client and Dewberry Architects Inc. may be submitted to non-binding mediation. Client and Dewberry Architects Inc. agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.



Direct Expenses:

Dewberry Architects Inc.'s Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Client's project, including, but not limited to, necessary transportation costs, meals and lodging, laboratory tests and analyses, telephone, printing, binding, postage and reproduction charges, all costs associated with outside consultants and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Dewberry Architects Inc.. A service charge of 0 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Dewberry Architects Inc.'s compensation when invoicing Client.

Billings/Payments:

Invoices for Dewberry Architects Inc.'s services shall be submitted, at Dewberry Architects Inc.'s option, either upon completion of such services or on a monthly basis for all services rendered. Invoices shall be payable within 30 days after the invoice has been accepted. Invoices shall be itemized by hour and rate as reflected in the attached billing schedule.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless Dewberry Architects Inc., its officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Dewberry Architects Inc..

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and Dewberry Architects Inc., the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Dewberry Architects Inc.'s total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$50,000. Such causes include, but are not limited to, Dewberry Architects Inc.'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated for convenience on 30 days' written notice, or for cause, if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, Dewberry Architects Inc. will be paid for all authorized work performed up to the termination date.

Interpretation:

The law of the state of Arkansas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

Attachment A**STANDARD HOURLY BILLING RATE SCHEDULE (see attached)**

Standard Hourly Billing Rate Schedule

Dewberry		Hourly Rates
Professional		
Principal		\$280.00
Architect I,II,III		\$85.00, \$100.00, \$115.00
Architect IV,V,VI		\$130.00, \$145.00, \$165.00
Architect VII,VIII,IX		\$185.00, \$200.00, \$220.00
Interior Designer I,II,III,IV		\$75.00, \$85.00, \$105.00, \$150.00
Engineer I,II,III		\$100.00, \$110.00, \$125.00
Engineer IV,V,VI		\$140.00, \$160.00, \$175.00
Engineer VII,VIII,IX		\$190.00, \$205.00, \$225.00
Other Professionals I, II, III		\$95.00, \$110.00, \$120.00
Other Professionals IV, V,VI		\$135.00, \$155.00, \$165.00
Other Professionals VII, VIII, IX		\$190.00, \$205.00, \$225.00
Technical		
Geographer/GIS I,II,III		\$85.00, \$95.00, \$105.00
Geographer/GIS IV,V,VI		\$115.00, \$135.00, \$150.00
Geographer/GIS VII,VIII,IX		\$180.00, \$200.00, \$220.00
Designer I,II,III		\$100.00, \$115.00, \$135.00
Designer IV,V,VI, VII		\$150.00, \$175.00, \$195.00, \$205.00
CADD Technician I,II,III,IV		\$70.00, \$85.00, \$95.00, \$115.00
Surveyor I,II,III		\$60.00, \$70.00, \$80.00
Surveyor IV,V,VI		\$100.00, \$105.00, \$120.00
Surveyor VII,VIII,IX		\$140.00, \$165.00, \$185.00
Other Technical I,II,III		\$60.00, \$80.00, \$100.00
Other Technical IV, V, VI		\$115.00, \$130.00, \$150.00
Construction		
Construction Professional I,II,III		\$120.00, \$135.00, \$155.00
Construction Professional IV,V,VI		\$180.00, \$200.00, \$215.00
Inspector I,II,III		\$80.00, \$95.00, \$110.00
Inspector IV,V,VI		\$130.00, \$140.00, \$155.00
Administration		
Admin Professional I,II,III,IV		\$65.00, \$85.00, \$100.00, \$110.00
Non-Labor Direct Costs		Cost + 15%

COMPANY CONFIDENTIAL AND PROPRIETARY

Budget Year	Division	Adjustment Number
2018	POLICE (200)	
	/Org2	
	Requestor: W. Newman	

This budget adjustment is necessary to fund a contract with Dewberry, Martin and Martin Consulting Engineers for a review and update of a 2005 Facilities Need Assessment for the Fayetteville Police Department.

RESOLUTION/ORDINANCE	COUNCIL DATE:	4/3/2018
	LEGISTAR FILE ID#:	2018-0170
		<i>Liz Hutchens</i>
		3/16/2018 10:38 AM
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0152

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 1

DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT:

AN ORDINANCE TO APPROVE THE APPLICATION OF DAN G. DANIEL, ON BEHALF OF DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 495 WEST PRAIRIE STREET #103

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve “by ordinance an application for a permit to operate as a private club” before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Dan G. Daniel, on behalf of Dinosaur Sr., Inc. d/b/a Prairie Street Bar & Taproom, a copy of which is attached to the agenda request form, for a permit to operate as a private club in the City of Fayetteville at 495 West Prairie Street #103.

City of Fayetteville Staff Review Form

2018-0152

Legistar File ID

4/3/2018

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

Greg Tabor

3/6/2018

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the private club application for Prairie Street Bar and Tap Room.

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 \$ -

Previous Ordinance or Resolution #

V20180209

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 3, 2018

TO: Mayor and City Council

FROM: Greg Tabor, Chief of Police 

DATE: March 6, 2018

SUBJECT: Private Club Application for "Prairie Street Bar and Tap Room"

RECOMMENDATION:

Staff recommends approval of this private club application with stipulations for Prairie Street Bar and Tap Room.

BACKGROUND:

Pursuant to Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve "by ordinance an application for a permit to operate as a private club" before the applicant can submit the application to the state Alcoholic Beverage Control Division.

DISCUSSION:

Danny Daniel submitted a City of Fayetteville private club application on December 21, 2017 for private club "Prairie Street Bar and Tap Room". This is the first applicant to go through the city's official online private club application process. Please refer to the list of internal stipulations on page 4 of the attached private club application. These internal stipulations were provided by City Attorney's office, City Chief of Staff, Chief of Police and additional police department comments.

BUDGET/STAFF IMPACT:

This item has no impact on city budget or staffing.

Attachments:

Private club application for Prairie Street Bar and Tap Room



Process of filing application for Private Club

1. You will have to contact ABC and request for the Private Club Application.
2. Once you get the application, please fill it out and upload it under the Prerequisites section.
3. Please go to the below listed website and make sure that your address is a VERIFIED address.
<http://www.fayetteville-ar.gov/3263/Address-Verification>
Please print and attach page 1 and 2 of the "Official Address Verification" letter.
4. Please upload all necessary documents and fill out all the information. You do not have to fill out the Notarization section at this time.
5. Submit the form without filling out notarization section. You can at this time download and print the form.
6. When your completed application has been received, your request will be added to a City Council agenda for a public hearing and you will be notified of the date of the meeting. Please plan to attend the meeting to present your proposal to the City Council and answer any questions Council Members may have.
7. Once the Ordinance is passed by the city, you will be notified.
8. You will send the Ordinance to ABC, so that ABC can mail you the Permit.
9. You will finally submit the Notarized copy of this application, a check in the amount of \$250 and the State Copy.

Prerequisites

ABC Application	Image (1).jpg	324.69KB
	Image (2).jpg	308.39KB
	Image (3).jpg	342.97KB
	Image (4).jpg	394.11KB
	Image (5).jpg	374.3KB
Official Address Verification	Officaladdressverification.pdf	1.65MB
Member List	Cyprus Valley membership list.docx (No less than 100 members)	16.57KB

Lease/Deed agreement	Dinosaur Sr lease 1 of 20.jpeg	534.59KB
	Dinosaur Sr lease 2 of 20.jpeg	540.2KB
	Dinosaur Sr lease 3 of 20.jpg	538.16KB
	Dinosaur Sr lease 4 of 20.jpg	577.35KB
	Dinosaur Sr lease 5 of 20.jpg	558.41KB
	Dinosaur Sr lease 6 of 20.jpg	517.13KB
	Dinosaur Sr lease 7 of 20.jpg	615.18KB
	Dinosaur Sr lease 8 of 20.jpg	559.9KB
	Dinosaur Sr lease 9 of 20.jpg	540.64KB
	Dinosaur Sr lease 10 of 20.jpg	494.46KB
	Dinosaur Sr lease 11 of 20.jpg	532.57KB
	Dinosaur Sr lease 12 of 20.jpg	531.11KB
	Dinosaur Sr lease 13 of 20.jpg	514.84KB
	Dinosaur Sr lease 14 of 20.jpg	475.03KB
	Dinosaur Sr lease 15 of 20.jpg	355.63KB
	Dinosaur Sr lease 16 of 20.jpg	301.69KB
	Dinosaur Sr lease 17 of 20.jpg	134KB
	Dinosaur Sr lease 18 of 20.jpg	103.64KB
	Dinosaur Sr lease 19 of 20.jpg	98.06KB
	Dinosaur Sr lease 20 of 20.jpg (for the building that will be used)	94.73KB
Certificate of Good Standing	Cirtificateofgoodstanding.pdf	415.04KB

Start Application

I (We) do hereby make application to the City of Fayetteville, Arkansas, for a Private Club Permit.

Private Club Name Dinosaur Sr

Business Address

Street Address
495 W. Prairie St #103
Address Line 2
City
FAYETTEVILLE
Postal / Zip Code
72701

State / Province / Region
AR
Country
United States

**Is Mailing address
same as Billing
address** No

Mailing Address

Street Address
1550 EAST ZION ROAD, SUITE 1
Address Line 2
City
Fayetteville
Postal / Zip Code
72703

State / Province / Region
AR
Country
Washington

List All Persons Owning or Holding an Interest in the Private Club (Attach supplement, if necessary)

Name	Address (#, Street, City, State, Zip)	Phone	Birth Date	Drivers License
Sammual Stephenson	14621 Goshen Tuttle Rd	479-790-0051 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	920012099
Daniel Smith	411 E Center St. Fayetteville, AR 72701	479-530-2513 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	910303508
Evan McDonald	1324 S Washington Ave Fayetteville, AR 72701	479-856-3993 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	903868419
Alan Shaffer	3205 McDonald Ave, Springdale, AR 72762	479-445-7909 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	92225278
Joseph Utsch	945 E Elm St. Fayetteville, AR 72703	479-966-6857 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	919498000
John Ahrens	1016 W. Hickory, Fayetteville, AR 72703	479-971-0588 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	900185710
Ching Mong	4854 W Dover St Fayetteville, AR 72704	479-466-9327 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	918293161
Kim-Sol Me	583 Battery St Apt1303n, Seattle, WA 98121	206-823-7049 000-000-0000	■■■■■■■■■■ mm/dd/yyyy	KIM**S*21503

Owner of building in which business is located:

Name	Address	Phone
Prairie Monkeys, LLC	1550 EAST ZION ROAD, SUITE 1	479-236-2060 000-000-0000

Date Club Organized 07/03/2014
mm/dd/yyyy

Current Number of Members 100

Amount of Membership Dues \$1

Check One ☒ Annual ☐ Monthly ☐ N/A

Method used for dispensing alcoholic beverages: ☐ Locker System (Beverages owned by members individually) ; ☒ Pool or revolving fund system (Beverages owned in common by membership) ;

Applicant's Name Danny Gene Daniel
(Please Print) (Must be person listed on State Permit)

Title General Manager

Date of Birth ■■■■■■■■■■
mm/dd/yyyy

If this is a new establishment, I do hereby swear and affirm that the location of the business for which this permit is sought is not within 200 yards of any church or school building, if said business is a retail establishment for the sale of alcoholic beverages for consumption off the premises; or is not within 300 feet of any church or school building for any other business for which a City of Fayetteville alcoholic beverage permit is required.

**Applicant's
signature**

Dan Daniel

(Must be person listed on State Permit)

Notarization

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires

(Seal)

Internal

Police Comments

The Fayetteville Police Department approves of this private club application with the following stipulations:

1. The business owner and business manager shall comply with all City of Fayetteville and Arkansas Alcohol Beverage Control (ABC) permitting regulations and fees.
2. The business owner or business manager shall contact the Fayetteville Police Department's Community Oriented Policing Division to schedule training for their staff to properly identify fraudulent ID's.
3. It is recommended that the business owner and business manager research different phone apps or programs to assist their employees in identifying fraudulent ID's.
4. A multi-camera Surveillance system must be installed on the inside of the business to provide video surveillance of the main entrance/exit, bar area and registers.
5. The business owner and business manager shall provide a "good neighbor" policy to surrounding businesses and residents of the private club.

Sgt. Creston Mackey

Attorney's Office Comments

Might want the applicant to clarify relationship/authority between the Owner of 495 Prairie (PrairieMonkeys, LLC) and the Landlord listed in the lease (Imergent Industries, LLC). I have a feeling it is a lease/sub-lease because there is crossover between the managers of both companies but it would be helpful to have an explanation of that.

Additionally, I note that Council Member Matthew Petty is a manager of PrairieMonkeys, LLC, the owner of the property.

No other comments.

**Chief of Staff
Comments**

I have no additional comments - and I am in support of this request as long as all of the Police Department and City Attorney request are adhered to prior to the approval and opening of the club.

Chief's Comments

1. The private club representative who holds the ABC alcohol permit shall become a certified Private Security Officer (PSO) as spelled out by the Arkansas State Police under Rule 10.0 in Act 393 revised December 2016.

<http://asp.arkansas.gov/services-and-programs/detail/Private-Investigators-Security-Alarm-Installation-Monitoring>

Anytime the ABC permit holder changes and a new "Change of Manager / Additional Stockholder(s) / Partner(s) Application" through ABC is completed, they must also be sure the new permit holder becomes a certified Private Security Officer (PSO) as spelled out by the Arkansas State Police within 90 days.

Final Comments *

No additional comments.



STATE OF ARKANSAS
ALCOHOLIC BEVERAGE CONTROL DIVISION

APPLICATION FOR PRIVATE CLUB PERMIT

Private Club _____

Permit No. _____

We hereby make applications for permits to serve alcoholic beverages on our premises to the club's adult members, members of their families over the age of 21, and duly qualified guests.

Dinosaur Sr.

Non-Profit Corporation

FEIN# _____

APPLICANT ON BEHALF OF CLUB

Dan
First

G
Middle

Daniel
Last

HOME ADDRESS

219 N. Church Ave #3 Fayetteville
Street City

AR
Zip

Washington
County

BUSINESS NAME

Prairie St Bar And Taproom

BUSINESS ADDRESS

495 W Prairie St #103 Fayetteville
Street City

72701
Zip

Washington
County

Is proposed location inside or outside city limits?

inside

Does the club own the premises?

no

If leased, give name and address of owner:

Is your establishment primarily engaged in the business of serving food for consumption on the premises? yes

Under which system of dispensing alcoholic beverages will the club operate?

Pool/Revolving

X

Locker

Does anyone now hold an alcoholic beverage permit at this location?

no

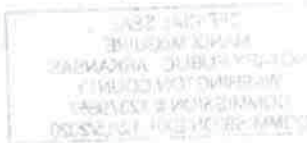
If so, give

name, address and permit no. (s)

Amount of Dues \$

ANNUAL ()

MONTHLY ()





Give names and addresses of all officers/directors of the non-profit organization:

NAME	TITLE	ADDRESS
Samual Stephenson		14621 Goshen
		Tuttle Ro
		Elkins, AR 72727

Has any member of the club's board of directors or other governing body, or any club officer, been under the sentence, whether suspended or otherwise, of any court for the conviction of a felony within two (2) years preceding the date of this application? YES _____ NO X If yes, please explain _____

Signed this 28th day of November, 2017.

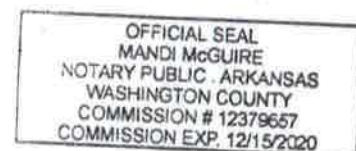
[Signature]
Signature of Applicant/Managing Agent

General Manager
Official Title

Subscribed and sworn to before me this 28 day of November, 2017.

Mandi McGuire
Notary Public

My Commission Expires: 12/15/2020



DESCRIPTION OF BUSINESS AND ENTERTAINMENT ACTIVITIES
FOR PRIVATE CLUB PERMIT

06J003-06L023

NAME OF OUTLET

Dinosaur Sr. Inc - Prairie St Bar & Taproom

CITY

Fayetteville AR

COUNTY

Washington

Arkansas Law requires that a private club must exist for some reason other than the consumption of alcoholic beverages. On this sheet of paper, which is a part of your verified application, you are to describe, in complete detail, what entertainment (live bands, dancers, food service, etc.), social functions, or other recreational events will be available at the club for the members. If you are in doubt about whether to list an item, you are urged to include it.

Under Section 1.34 of the ABC regulations, any permit issued by this agency is only valid for the uses described in the original application. Any material change in the club's operation or entertainment, other than originally listed in this application, *without prior approval of the director*, shall be grounds or revocation of your permit.

On your floor plan, which is a separate attachment, please mark the entrance to the private club, noting the location of the guest book, and mark any major features of the private club area, including where specific entertainment items will be located.

PLEASE PRINT OR TYPE YOUR RESPONSES BELOW. USE THE BACK OF FORM, OR ADDITIONAL SHEETS, IF NECESSARY.

Social Club

SCHEDULE A - INDIVIDUAL'S PERSONAL HISTORY



06J003-D6L056

Application filled by Applicant - A, Stockholder/Partner - S : _____

I submit answers to the following questions under oath:

1. Name Dan G Daniel Sex M Date of Birth [REDACTED]
2. Home Address 219 N. Church Ave # 3 Fayetteville 72701 Phone No. 479-790-0051
Street City Zip
3. Are you a person of good moral character and reputation in your community? yes
4. Are you a (CITIZEN) or (PERMANENT RESIDENT ALIEN) of the United States? **CIRCLE ONE**
Social Security No. [REDACTED] Green Card No. _____
5. Are you a resident of the county in which application has been made? yes
If not, do you live within 35 miles of the premises to be permitted? _____
6. Have you ever been convicted of a felony? **YES** _____ **NO** ☒ If so, give full information _____
7. Have you been convicted of any violation of any law relating to alcoholic beverages within the five (5) years preceeding this application? **YES** _____ **NO** ☒ If so, give full information _____
8. Have you had any alcoholic beverage permit issued to you revoked within the five (5) years preceeding this application? **YES** _____ **NO** ☒ If so, give full information _____
9. Do you presently hold or have you ever held an alcoholic beverage permit(s)? NO If so, give name, place, and permit number(s) _____
10. Have you applied and been refused a permit at the applied for location within the last 12 months? NO If so, give full information _____

11. Marital Status: Single (☒) Married () Divorced () Separated () Other ()

12. Furnish complete information regarding members of immediate family:

Relationship	Full Name	Address	Occupation
Mother	Marsha Daniel	2300 Vista Dr Mount Ida, AR 71957	Retired





(a) Are any of the above to be connected with the operation of the outlet? NO

(b) If so, who and in what capacity? _____

13. Give your home address (city or town) and dates at each for the past five (5) years:

219 N. Church Ave
Fayetteville, AR 72701

14. Covering the past five (5) years, give in detail the following:

<u>Your Business or Occupation</u>	<u>Name & Address of Employer</u>	<u>Dates of Employment</u>
<u>Assistant Manager</u>	<u>Smoke & Barrel Tavern</u>	<u>>10 yrs</u>

I hereby state on oath that I will not violate any law of this State or any regulation of the Alcoholic Beverage Control Division, nor will any agent or employee be allowed to violate any law or regulation. It is hereby consented that the licensed premises and its books and records shall be open at all times to all law enforcement officials without warrant or other legal process.

[Signature]
Applicant's Signature

STATE OF ARKANSAS

COUNTY OF Washington

Danny Daniel

, being first duly sworn on oath deposes and says that he/she has read each of the questions to which he/she has made answer, and that his/her said answers in each instance are true and correct.

Subscribed and sworn to before me this 28 day of November, 2017.

My Commission Expires: 12/15/2020

Mandi McGuire
Notary Public

OFFICIAL SEAL
MANDI MCGUIRE
NOTARY PUBLIC - ARKANSAS
WASHINGTON COUNTY
COMMISSION # 12379657
COMMISSION EXP. 12/15/2020

THE CITY OF FAYETTEVILLE, AR

December 21, 2017

Official Address Verification

To Whom It May Concern:

This letter is to serve as a notification for address verification. The following is a valid address in the City of Fayetteville E911 system:

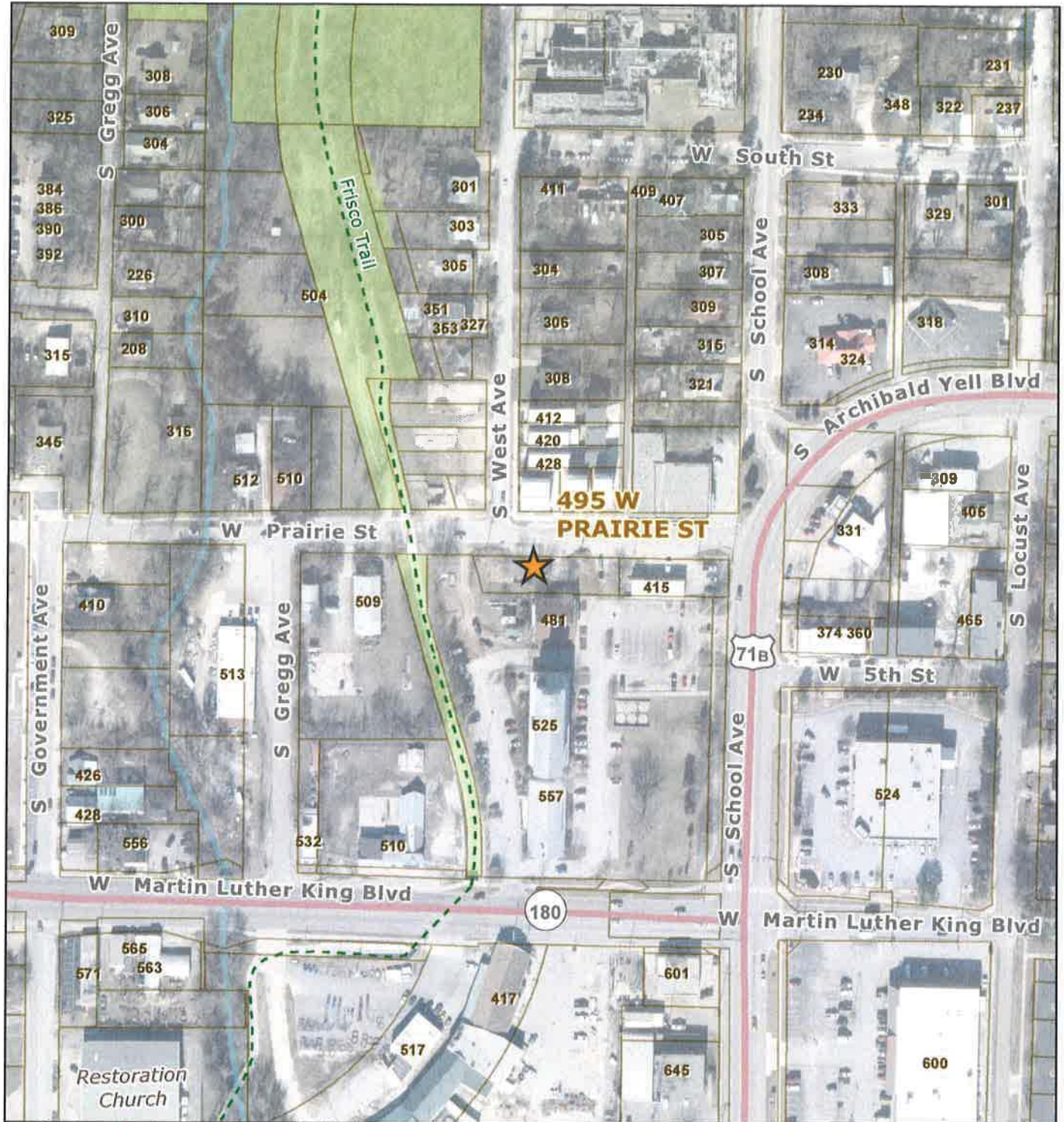
ADDRESS	ZIP CODE	COUNTY PARCEL
495 W PRAIRIE ST 103	72701	765-05508-000

For your convenience, a map of the above address is attached. Please feel free to contact the Fayetteville E911 Addressing Coordinator should you have any questions or concerns.

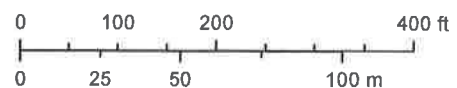
Respectfully,

The City of Fayetteville GIS Office
113 W Mountain St
Fayetteville, AR 72701
479-575-8380
gis@fayetteville-ar.gov

495 W PRAIRIE ST 103, FAYETTEVILLE, AR 72701



**CITY OF
FAYETTEVILLE
ARKANSAS**



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 for 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.

Dinosaur Sr., Inc. Membership list

1. Andrea Anzelone

307 S. Barton Ave.

Fayetteville, AR 72701

2. John T. Ahrens

403 E. 7th

Mountain Home, AR 72653

3. Gary Alderson

18975 Shoreline Way

Fayetteville, AR 72703

4. Steve Bercher

1069 Modison 7500

Huntsville, AR 72740

5. Savannah Black

12826 Fat Nash Rd.

Lincoln, AR 72744

6. Nathan Bowen

2465 W. Yvonne Drive

Fayetteville, AR 72704

7. Brian Brandon

12056 Hazel Valley Rd.

Fayetteville, AR 72701

8. Jedidiah Brandon

522 W. Maple #6

Fayetteville, AR 72701

9. Leighanne Brewer

1969 Dowell St.

Springdale, AR 72762

10. Erin A. Bunce

1259 W. Mt. Comfort

Fayetteville, AR 72703

11. James Burgin

3467 W. Yale St.

Fayetteville, AR 72704

12. Alex Burlison

62 E. 7th St.

Apt. #2

Fayetteville, 72701

13. Daniel Bush

3032 W. Essex Dr.

Fayetteville, AR 72704

14. Lydia Campbell

2933 N. Dorchester Dr.

Fayetteville, AR 72703

15. Frank Carey

404 Morrison Place
Springdale, AR 72762

16. Chancellor Chambers

831 W. Center St.
Fayetteville, AR 72701

17. Mikayla Conarro

12489 Richardson Rd.
Farmington, AR 72730

18. Zack Cook

1340 Sundowner Ranch Ave.
Prairie Grove, AR 36066

19. Cesar Cortez

2107 NE Oaks Dr.
Fayetteville, AR 72703

20. Tanja Cosmos

PO Box 4605
Fayetteville, AR 72701

21. Shannon Cox

452 Harness Lane
West Fork, AR 72774

22. Mary Crabtree

4141 Cadillac Dr.

Apt. #7

Fayetteville, AR 72703

23. Harrison Craft

22585 Lakeview Dr.

Springdale, AR 72764

24. Tiffany Cromwell

1283 Elm St.

Fayetteville, AR 72703

25. Lacey Cunningham

1214 N. vista Place.

Fayetteville, AR 72701

26. Steven Danielson

208 E. Adobe

Fayetteville, AR 72701

27. Veronica Dickerson

226 E. Ella

Fayetteville, AR 72701

28. Monica Disney

2352 W. Berry

Fayetteville, AR 72701

29. William Dupree

1000 E. Missouri Way

Fayetteville, AR 72701

30. Desiree Easley

522 W. Maple St.

Apt. #11

Fayetteville, AR 72701

31. Bryan Erke

3001 W. Weddington

Fayetteville, AR 72701

32. Christie Evans

214 Stapleton Dr.

Prarie Frove, AR 72753

33. Chelsea Everts

1251 E. Shepherd Lane

Apt. #106

Fayetteville, AR 72703

34. Kathryn Farr

2208 Sycamore Place

Springdale, AR 72762

35. Jason Foley

1549 S. Tallgrass Dr.

Fayetteville, AR 72701

36. Victoria Garnette

1002 W. Hughes St.

Apt. #3

Fayetteville, AR 72701

37. Lydia Gilstrap

330 S. Duncan Ave.

Fayetteville, AR 72701

38. Ruth Gilszmer

3205 B McDonald Ave.

Springdale, AR 72764

39. Robert Glenn

4208 N. Valley Lake Dr.

Apt. #11

Fayetteville, AR 72703

40. Sarah Gregory

8591 W. Melmar Dr.

Apr. #85

Fayetteville, AR 72703

41. Casey Gross

614 W. Cleveland #10

Fayetteville, AR 72701

42. Evan Hallmark

714 W. Douglas
Fayetteville, AR 72701

43. Garret Hellums
536 W. 11th St.
Fayetteville, AR 72701

44. Carlton Hernandez
530 W. 13th St.
Fayetteville, AR 72701

45. Tyler Hickman
4644 W. Dover St.
Fayetteville, AR 72704

46. James Howard
1909 E. Park Lane Dr.
Fayetteville, AR 72703

47. Dexter Hutchinson
3290 N. Sethridge Dr.
Fayetteville, AR 72705

48. Joseph Italiano
1051 W. Eagle St.
Fayetteville, AR 72701

49. Jason Jennings
233 S. College Ave.

Fayetteville, AR 72701

50. Cody Johnson

1630 N. Gregg Ave.

Fayetteville, AR 72703

51. Jeremy Johnson

14799 S. Hwy. 170

West Fork, AR 72774

52. Sydney Johnson

570 S. Happy Hollow Rd.

Fayetteville, AR 72701

53. Angela Korbe

4315 E. Mission Blvd.

Fayetteville, AR 72703

54. Jennifer Kunzweiler

16874 Stonebrook Rd.

Skiatook, OK 74070

55. Brooks Lee

2786 Concord Lane

Fayetteville, AR 72701

56. Jonathan Lewis

171 S. Taylor St.

Ashdown, AR 71822

57. Will Lockwood

614 W. Cleaveland St.

Apt. #15

Fayetteville, AR 72701

58. Andrew Malcolm

1312 S. College Ave.

Fayetteville, AR 72701

59. Mark McDonald

2862 North Gregg #6

Fayetteville, AR 72703

60. Shaun Mcleod

3548 E. Huntsville Rd.

Fayetteville, AR 72701

61. Jeff McPike

5531 Blake Ln.

Springdale, AR 72762

62. Miracle Mercado

1753 E. Zion Rd. #41

Fayetteville, AR 72703

63. Steve Milligan

300 SE Eaton

Bentonville, AR 72712

64. Sue Mong

98B San Jose

Springdale, AR 72762

65. Terry Morrison

596 Fox Meadow Ln.

Fayetteville, AR 72704

66. Wes Mouser

1628 N. Broadview Dr.

Fayetteville, AR 72703

67. Mary Nolan

891 W. Melmar Dr. #70

Fayetteville, AR 72703

68. Wade Pasley

6237 Grays Gap Rd.

Fayetteville, AR 72704

69. Kody Perry

44276 N. Valley Lake Dr.

Apt. #9

Fayetteville, AR 72703

70. Jason Piersol

1457 Weatherwood Court

Fayetteville, AR 72704

71. Megan Price

1693 E. Amber Dr.

Fayetteville, AR 72703

72. Jeremy Quillin

191 Polk 88

Mena, AR 71953

73. Roger Rains

1503 E. Ridgeway Dr.

Fayetteville, AR 72703

74. Samuel Rigg

1260 Maple Lane

Elkins, AR 72727

75. Nicole Riley

14621 Goshen-Tuttle Rd.

Elkins, AR 72727

76. Samantha Roper

1204 S. Pepper Tree Ln.

Fayetteville, AR 72704

77. Andrew Sexton

146 S. Virginia Ave.

Fayetteville, AR 72701

78. AJ Smith

11383 Shumate Crossing Rd.

Farmington, AR 72738

79. Patricia Smith

1374 Madison 5548

Elkins, AR 72727

80. Samuel Solano

659 Sundance Dr.

Fayetteville, AR 72704

81. Suzie Stanley

512 E. 6th

Mountain Home, AR 72653

82. Richard Stanton

2293 S. Cody Circle

Fayetteville, AR 72701

83. Sara Stiffler

4130 N. Chrysler Dr.

Apt. #4

Fayetteville, AR 72703

84. Michael Stone

122 S. East Ave.

Apt. B

Fayetteville, AR 72701

85. James Storti

11114 N. Highway 170

Farmington, AR 72730

86. Jeremy Swift

60 Dakota Trail

Farmington, AR 72730

87. Jillian Swingle

1855 N. Greenvally Ave.

Fayetteville, AR 72703

88. Marina Tan

300 S. Gregg

Apt. D

Fayetteville, AR 72701

89. Christopher Tritt

2772 E. Coy Kaylor Dr.

Fayetteville, AR 72703

90. Daniel Tucker

1552 E. Briarcliffe St.

Fayetteville, AR 72703

91. Shannon Wade

452 Harness Ln.

West Fork, AR 72774

92. Dani Waldroup

4240 N. Wyndham Court

Fayetteville, AR 72703

93. Drew Walsh

2100 N. Leverett Ave.

Apt. #109

Fayetteville, AR 72703

94. Jessie Ward

1488 W. Mt. Comfort Rd.

Fayetteville, AR 72703

95. Steven Ward

1488 W. Mt. Comfort Rd.

Fayetteville, AR 72703

96. Alex Webb

3509 W. Vassar St.

Fayetteville, Ar 72704

97. Laura Williams

4242 N. Taliesin Ln.

Fayetteville, AR 72703

98. Walter Williams

1622 W. Maine St.

Fayetteville, AR 72203

99. David Woodward

183 Madrid

Fayetteville, AR 72303

100. Rachel Young

4064 Johnelle Dr. #6

Fayetteville, AR 72701

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "LEASE") is entered into and executed as of the 8th day of November, 2017 (the "EFFECTIVE DATE"), by and between IMERGENT INDUSTRIES, LLC, an Arkansas limited liability company (the "LANDLORD"), and DINOSAUR SR., INC. an Arkansas corporation (the "TENANT").

1. LEASE OF THE PREMISES. Upon the terms and subject to the conditions contained herein, Landlord hereby leases unto Tenant and Tenant hereby leases and lets from Landlord the premises consisting of a portion of the first floor (the "PREMISES") of a three-story mixed use building that is to be constructed at 495 W. Prairie Street, Fayetteville, Arkansas (the "BUILDING") said Premises containing approximately one thousand three hundred seventy-six (1376) rentable square feet of commercial space to be constructed and located on and within the Building, the patio adjacent to the north and west faces of the building, and the improvements currently located and to be located in the future on the Premises (the "IMPROVEMENTS") (the Premises and the Improvements collectively referred to herein as the "LEASED PREMISES"). The usable square feet of the Premises consists of approximately one thousand three hundred seventy-six (1376) square feet and the adjoining the front and west faces of the building as detailed on the Premises Floorplan attached hereto as EXHIBIT A and further defined by the Rules and Regulations of the building (EXHIBIT D).

2. TERM.

(a) Original Term. For the purposes of this Lease, Tenant shall be deemed to take occupancy of the Leased Premises upon the date on which all substantial electrical installations on and to the Lease Premises have been completed and access is granted to the Tenant (the "OCCUPANCY DATE"). Notwithstanding any prior occupancy of the Lease Premises by Tenant, which shall at all times be subject to the terms and provisions of this Lease, the term of this Lease shall commence on the earlier of (i) the date Tenant commences active business operations upon the Leased Premises, or (ii) the Delivery Date (the "COMMENCEMENT DATE"); provided, in no event shall Rent, as defined in Section 4(e) and calculated pursuant to the terms of Section 4, be due or payable for any period of time prior to the issuance by the City of Fayetteville of a Certificate of Occupancy for the Leased Premises. The term shall end on the fifth (5th) annual anniversary of the Commencement Date (the "INITIAL TERM"), unless the Initial Term is extended by Tenant in the manner set forth in Section 2(b) of this Lease. The term "DELIVERY DATE" shall mean the earlier of (x) the date on which the Tenant Improvements, as such term is defined in Section 4(c) hereof, are "SUBSTANTIALLY COMPLETED", or (y) ninety (90) calendar days following the Occupancy Date. The Tenant Improvements shall be deemed to be "Substantially Completed" when the following have occurred:

(i) The Landlord's Work (as defined in Section 4(b) hereof) and the Tenants Improvements (as defined in Section 4(c) hereof) have been completed except for minor or insubstantial details of construction, mechanical adjustments, or finishing touches like plastering or painting, which items shall not adversely affect Tenant's conduct of its ordinary

business activities in the Building; and

(ii) If required under the applicable code or ordinance of Fayetteville, Washington County, Arkansas, the municipality has issued a certificate of occupancy and approved the Landlord's Work.

(iii) The date determined in accordance with subparagraph 2(a)(i) and subparagraph 2(a)(ii) is herein called the date of "**SUBSTANTIAL COMPLETION**". In the event of any delay in Landlord's Work or the Tenant Improvement or Tenant interferes with the performance of the Landlord's Work, Tenant acknowledges that the Commencement Date and Tenant's obligations to pay rent hereunder may begin before the Tenant Improvements have been completed. In this regard, Tenant agrees and acknowledges that it is not involved in, associated with or responsible for the performance of the Landlord's Work and has no rights to be involved in the Landlord's Work.

(b) Option to Renew. Following the Initial Term or a Renewal Term, as applicable, Landlord grants Tenant the right to extend the Term of this Lease for ten (10) additional, separate, and successive two (2) year periods (each such additional two (2) year period being referred to as a "**RENEWAL TERM**") on the same terms and conditions as contained herein. The option to renew granted in this Section 2(b) shall be exercised, if at all, by written notice from Tenant to Landlord given not less than one hundred eighty (180) days prior to the expiration of the Initial Term or the preceding Renewal Term, as the case may be (the "**180 DAY NOTICE**"). The Initial Term and all applicable Renewal Terms are collectively referred to herein as the "**TERM**". In the event that Tenant does not timely provide the 180 Day Notice the Term shall terminate and expire on and as of the last day of the then current Term.

3. RENT.

(a) Basic Rent. Tenant promises to pay one dollar (\$1) (the "**BASIC RENT**") to Landlord during the Term, in installments, monthly in advance, beginning on the 10th day of the calendar month following the calendar month in which the Commencement Date occurs and continuing on the 10th day of each month thereafter. Basic Rent will be prorated *per diem* for any month that is not a full calendar month.

4. CONDITION OF THE LEASED PREMISES.

(a) Plans and Specification for Landlord's Building. If Tenant so requests, Landlord shall deliver a copy of all base building core and shell construction documents to Tenant (the "**BUILDING PLANS**").

(b) Landlord's Work. Landlord shall construct the "**LANDLORD'S WORK**", which shall be as described above in the Building Plans and shall provide Tenant with only a minimally finished space containing only a concrete floor, two bathrooms and light fixtures. All such work shall be performed in a good and workmanlike manner and shall comply with all

applicable laws including the American with Disabilities Act of 1990 and its implementing regulations, as amended or supplemented from time to time, and all similar applicable state and local laws, rules and regulations ("ADA") and all related federal and state statutes. Landlord's Work shall also include providing the Leased Premises with reasonably adequate soundproofing measures as required by the Building Code that will aid and assist in the elimination and cancellation of sound that is emitted from the Leased Premises.

(c) Memorandum of Acceptance of Delivery. Tenant shall execute and deliver to Landlord a Memorandum of Acceptance of Delivery of the Leased Premises in the form attached hereto as EXHIBIT C within five (5) days after occupancy of Leased Premises.

(d) Lease Binding Upon Execution. Notwithstanding the fact that the Initial Term of this Lease does not commence until the Commencement Date, this Lease shall nevertheless be binding upon the parties in accordance with its terms on and as of the Effective Date.

5. USE OF THE LEASED PREMISES. Tenant agrees to use the Leased Premises solely as a taproom and for all activities related or incidental thereto, or in furtherance thereof, and for no other purpose, without the prior written consent of Landlord. Tenant shall not use or permit the Leased Premises to be used in any manner which creates waste or constitutes a nuisance. Tenant shall use and operate the Leased Premises in accordance with all applicable statutes, rules, regulations, ordinances, building and zoning codes, orders, declarations of easements and restrictive covenants, rules and regulations of property owners associations affecting the Leased Premises, and any other laws affecting or regulating the Leased Premises or the use thereof, specifically including, but not limited to, the applicable laws, rules and regulations governing the distribution, consumption, sale, delivery, storage and serving of alcohol, wine, spirits, beer, malt liquor and other types of alcoholic beverages. Tenant covenants and agrees that it will not do or permit to be done anything in, upon, or about the Leased Premises that unreasonably increases the risk of fire or other casualty beyond that which may arise in the customary course of operating a full-service bar and lounge.

6. SIGNS; PARKING.

(a) Signs. All signage of Tenant must be pre-approved by Landlord in writing, which approval may be withheld in Landlord's sole and absolute discretion. With respect to any signage of Tenant that is approved by Landlord, Tenant shall be permitted to display such signage on and within the Leased Premises only in accordance with the City of Fayetteville's sign ordinance; provided, however, that Tenant shall first obtain all required permits and the approval of Landlord. Tenant shall be responsible for all costs associated with its signage. Upon termination of this Lease, Tenant shall remove any sign, picture, advertisement or notice painted on or affixed to the Leased Premises by Tenant or its agent and restore the location of such signage to at least the same condition that existed on the date of this Lease, reasonable wear and tear excepted.

(b) Parking. Tenant shall not be entitled to the exclusive or reserved use of any parking spaces in the parking lots which are adjacent to the front of the Building.

7. ALTERATIONS. Without the prior written consent of Landlord (which consent may be withheld in the sole and absolute discretion of Landlord), Tenant shall not make any alterations, improvements, additions, or utility installations in or about the Leased Premises except for minor nonstructural alterations or additions (i) which are not of a permanent nature, (ii) which do not injure or damage the Leased Premises or decrease the value thereof, and (iii) which would not prevent or inhibit the Leased Premises from being used for purposes described in Section 5 hereof. Tenant shall indemnify and hold harmless Landlord from and against any and all liability, cost, obligation or expense (including attorney's fees and other legal expenses) incurred by Landlord with respect to any mechanics, laborer's or materialmen's lien arising out of any such alteration, improvement, addition, or installation. Upon termination of this Lease, Landlord may, at its option, require Tenant to remove any such alterations or additions made by Tenant and to restore the Leased Premises to its condition on the commencement date hereof, at Tenant's sole cost and expense. Unless Landlord exercises its option to require removal as aforesaid, all alterations, improvements, additions, utility installations, and trade fixtures made on or with respect to the Leased Premises (or attached thereto) shall become the property of Landlord and shall remain upon and be surrendered with the Leased Premises upon expiration of this Lease.

8. MAINTENANCE AND REPAIRS. Except as otherwise provided in this Lease, Landlord shall, at Landlord's sole cost and expense, maintain and make all necessary structural repairs to exterior walls, structural columns and structural floor which collectively enclose or service the Building (excluding, however, all windows and glass), and to make all necessary repairs to the roof of the Building, roof structures and supports and sewage systems lying outside of the Leased Premises, and the fire sprinkler system in the Building, if any, servicing the Building, all as may be necessary to maintain the Building in a normal, reasonable and habitable condition and state of repair consistent with the condition and state of repair existing at the commencement of this Lease, ordinary and normal wear and tear excepted. Tenant shall assume the responsibility for the ordinary maintenance and repairs of the HVAC system servicing the Leased Premises and all systems, electrical and plumbing inside the walls of the Leased Premises and within the Leased Premises. Landlord shall assume responsibility for the replacement of the HVAC system servicing the Leased Premises in the event that, in the written opinion of a mutually-agreed upon contractor or inspector, such HVAC system has reached the end of its normal, useful life. Tenant shall keep the interior portions of the Leased Premises in good and sound condition and repair consistent with the condition existing at the commencement of this Lease, ordinary and normal wear and tear excepted, and Tenant shall pay all normal operating and general maintenance expenses with respect to the Leased Premises. Notwithstanding anything otherwise contained in this Lease, Landlord shall not be obligated to make any repairs with respect to any damage caused by (i) Tenant's acts, negligence, or neglect, or (ii) the acts, negligence, or neglect of Tenant's officers, employees, agents, customers, vendors, invitees, guests or patrons. In the event Tenant shall become aware of any item required to be maintained by Landlord hereunder which is in need of maintenance or repair, Tenant shall furnish Landlord with prompt written notice thereof.

9. INSURANCE.

(a) Liability Insurance. During the Term of this Lease, Tenant shall maintain and keep in full force and effect, at its sole cost and expense, a general policy of comprehensive public liability insurance naming Landlord as an additional insured and insuring Landlord and Tenant against any liability arising out of the ownership use, occupancy, or maintenance of the Leased Premises. Tenant further agrees that it shall indemnify and hold Landlord harmless from and against any and all liability, cost, obligation or expense (including attorney's fees and other legal expenses) in any way related to, arising under or resulting from any claim made with respect to such liability insurance policy. Such insurance shall provide an aggregate limit on coverage of not less than \$3,000,000.00 with a single occurrence limit of not less than \$1,000,000.

(b) Certificate of Insurance. Tenant shall furnish to Landlord, upon request, and if not requested, at least annually (i) a certificate of insurance showing such insurance to be in full force and effect, and (ii) proof that the premiums necessary to keep said insurance in full force and effect have been timely paid.

(c) Miscellaneous. Insurance required hereunder shall be with such companies and in such form as is reasonably satisfactory to the Landlord. No such policy shall be cancellable or subject to reduction of coverage or other modification except after ten (10) days prior written notice to the Landlord. Tenant shall, within ten (10) days prior to the expiration of such policies, furnish Landlord with renewals or binders for renewal coverage.

(d) Waiver of Subrogation. Landlord and Tenant hereby waive any and all rights of recovery against the other, or against the officers, directors, employees, agents, and representatives of the other, for loss or damage to such waiving party or the property of others under its control to the extent such loss or damage is insured against under the insurance policy in force at the time of such loss or damage; provided, the insurance company actually makes payment on the policy. The insuring party shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

(e) Property Damage. During the Term, Landlord shall maintain and keep in full force and effect a standard comprehensive policy of property damage insurance with respect to the Leased Premises providing a minimum aggregate limit on coverage of not less than the full replacement cost of the improvements thereon. Such policy shall provide coverage against casualties and perils customarily covered by a standard extended coverage insurance policy for similar properties, including, without limitation, insurance for property damage caused by vandalism, malicious mischief, fire, storm, wind, flood and other acts of God. Tenant's liability under this Section shall be prorated according to the total rentable square footage of the Leased Premises divided by the total rentable square footage of the Building. Landlord shall send a statement to Tenant each calendar month during the Term of this Lease, in a manner consistent with Landlord's regular billing practices, detailing any amounts due and payable pursuant to this Section. All payments by Tenant shall be made prior to the 10th calendar day of each month throughout the Term. Any such taxes attributable to only a portion of a year shall be prorated between Landlord and Tenant based upon the number of days during such year that this Lease is in effect.

10. TAXES.

(a) Real Property Taxes and Special Assessments. Tenant shall be responsible for and shall pay all real property taxes, special assessments and property owners association dues applicable to or with respect to the Leased Premises during the Term of this Lease and any renewal hereof. Landlord shall send a statement to Tenant each calendar month during the Term of this Lease, in a manner consistent with Landlord's regular billing practices, detailing any amounts due and payable pursuant to this Section 10(a). All payments by Tenant shall be made prior to the 10th calendar day of each month throughout the Term. Any such taxes attributable to only a portion of a year shall be prorated between Landlord and Tenant based upon the number of days during such year that this Lease is in effect. In the event the Leased Premises are not separately assessed, Tenant's liability under this Section 10(a) for real property taxes and special assessments shall be prorated according to the total rentable square footage of the Leased Premises *divided by* the total rentable square footage of the Building.

(b) Personal Property Taxes. Tenant shall be responsible for and shall pay, prior to delinquency, all taxes assessed against and levied upon any personal property of Tenant used on or about the Leased Premises, including without limitation furnishings, equipment, and trade fixtures.

11. UTILITIES. Tenant shall maintain and pay all utility services utilized on or with respect to the Leased Premises during the Term of this Lease and any renewal hereof, including, without limitation, utilities relating to electricity, gas, water, sewage, trash pickup, and telephone service.

12. LIMITATION ON LANDLORD'S LIABILITY. Tenant hereby agrees that Landlord shall not be liable for any damage or injury to Tenant's business or any loss of income therefrom, or for damage to the goods, wares, merchandise, or other property of Tenant, Tenant's employees, invitees, customers, agents, representatives or other person in or about the Leased Premises for damage or injury caused by or resulting from fire, leakage, or other defects in the Leased Premises, or from any cause or casualty whatsoever except to the extent such damage or injury is caused by Landlord's breach of this Lease, gross-negligence or willful neglect.

• 13. DAMAGE OR DESTRUCTION OF THE LEASED PREMISES.

(a) In the event the improvements upon the Leased Premises are damaged by vandalism, fire, storm, wind or other casualty so as to render the Leased Premises untenable and such damage cannot reasonably be expected to be substantially repaired within one hundred eighty (180) days, Tenant shall have the option for a period of thirty (30) days following the date of such damage to terminate this Lease by written notice to Landlord. However, in the event such damage does not render the Leased Premises untenantable for the use identified in Section 5 of this Lease and such damage is otherwise reasonably expected to be capable of being substantially repaired within one hundred eighty (180) days from the date of the damage, Tenant shall not have the right to terminate this Lease. In the event this Lease is not terminated as aforesaid, Landlord

shall, as soon as practical, institute action to repair and rebuild the damaged portion of the Leased Premises; provided, however, in no event shall Landlord be obligated to expend more than the insurance proceeds received by Landlord by reason of such damage.

(b) Abatement of Rent During Reconstruction. If the Leased Premises are destroyed or damaged as aforesaid and action is undertaken by Landlord to repair or restore the Leased Premises, the rent payable pursuant to this Lease for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Leased Premises is impaired; provided, however, that the aggregate amount of abatement hereunder shall not exceed the full monthly rental provided hereunder. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any liability, cost, obligation or expense caused by reason of any such damage, destruction, repair, or restoration, provided such damage, destruction, repair, or restoration is not occasioned by or necessary as a result of Landlord's gross negligence or willful neglect and provided, further that in no event shall Landlord be subject to damages on account of lost business income or profits of Tenant or punitive damages.

14. RIGHT OF ENTRY. Subject to applicable law, at all times during the Term of this Lease, Landlord and Landlord's officers, agents and representatives shall have the right upon the provision of reasonable advance notice to Tenant and outside of normal business hours to enter into and upon the Leased Premises for purposes of inspecting the same; provided, however, that in the event Tenant has requested such Landlord inspection or Landlord believes in good faith that an urgent or emergency situation exists or that prompt inspection is otherwise necessary, Landlord shall have the right to enter into and upon the Leased Premises for purposes of inspecting same without advance notice and/or during normal business hours.

15. CONDEMNATION. In the event all or any part of the Leased Premises should become subject to eminent domain proceedings, and, if pursuant thereto, an amount of the Leased Premises shall be condemned so as to render the residue wholly inadequate for the operation of Tenant's business thereon, Tenant shall have the option to terminate and cancel this Lease by giving written notice thereof to Landlord within ten (10) days following the transfer of title to the public authority instituting the condemnation proceedings. If any such taking does not render the residue of the Leased Premises wholly inadequate for Tenant's use thereof, the Rent provided hereunder shall be reduced in proportion to which the value of the property taken bears to the whole value of the Leased Premises. In any event, all condemnation awards with respect to the Leased Premises shall be paid to Landlord. Notwithstanding the foregoing, Tenant shall have the right to make a separate claim in condemnation proceedings for the loss of its personal property and trade fixtures, goodwill, business dislocation damages, moving expenses, relocation expenses, and any other award that would not reduce the award payable to Landlord, without regard to whether or not this Lease is terminated pursuant to this Section 15. If Tenant is not permitted by law to file a separate claim, then upon the advance written request of Tenant Landlord shall include Tenant's claim for the aforesaid into Landlord's claim and pay to Tenant the amount recovered on Tenant's claim; provided, however that such tenant claim would not reduce the award payable to Landlord and that Tenant shall be responsible for, pay and remit to Landlord (or Landlord may offset from its payment to Tenant) all costs and expenses associated with, attributable to or arising from Landlord's activities in seeking such recovery of Tenant's claim.

16. FAILURE BY TENANT TO PAY EXPENSES. In the event Tenant fails to pay any expense with respect to the Leased Premises, including, without limitation, insurance premiums, taxes, utilities, maintenance or repairs in breach of the covenants contained herein, Landlord shall have the option, in its discretion, to pay such cost or expense and recover the same from Tenant as additional rent which sum shall be payable with interest thereon at the rate of ten percent (10%) per annum, upon demand by Landlord, or, if no demand, within ten days of the payment thereof by Landlord.

17. ASSIGNMENT OR SUBLETTING. Except for subletting to an entity which operates a taproom on behalf of Tenant, Tenant shall not voluntarily or by operation of law assign, transfer, or mortgage this Lease, nor shall Tenant sublease the Leased Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole and absolute discretion. Notwithstanding any such assignment or subletting, Tenant shall remain primarily responsible for its obligations and covenants hereunder. For purposes of this Section 17(a), an assignment or transfer of this Lease shall be deemed to include (but not be limited to) (a) a sale of substantially all of the assets of Tenant in a single transaction or series of related transactions outside of Tenant's ordinary course of action or (b) the change in ownership of at least fifty percent (50%) of the equity ownership of Tenant determined by vote or value and regardless of whether by operation of fact or law.

18. TRANSFER. Notwithstanding anything to the contrary contained herein, Landlord shall have the right, without Tenant's consent, to assign or otherwise transfer all or any portion of its rights in interest in this Lease and/or the Leased Premises at any time, specifically including to any entity resulting from (i) a consolidation, merger or purchase of all or substantially all of the assets of Landlord outside the ordinary course of business, or (ii) a transfer or sale by Landlord of a majority of the voting shares, partnership interests, membership interests or other controlling interests in Landlord (collectively, a "TRANSFER"). This Lease shall remain in full force and effect and shall not be terminated upon the occurrence of the Transfer by Landlord.

19. HOLDING OVER. In the event Tenant holds over or otherwise fails to vacate the Leased Premises upon the expiration of this Lease, unless otherwise agreed in writing, said holding over shall be deemed a tenancy from month to month only at a rental equal to 150% of the Rent for the last month of the Term of this Lease.

20. LANDLORD'S LIEN.

(a) As security for the performance of Tenant's obligations and covenants hereunder, a landlord's lien is hereby retained by Landlord, and Tenant hereby grants to Landlord a lien upon and security interest in all of Tenant's property which is, on the Commencement Date, or thereafter, placed in, on, or about the Leased Premises, or attached thereto, including, without limitation, all of Tenant's inventory, goods, wares, equipment, machinery, furniture, and trade fixtures, now existing or hereafter acquired by Tenant, and all additions, substitutions, and replacements thereof, and the proceeds and products therefrom. Upon the occurrence of an event of default by Tenant during the Initial Term, Landlord may, in addition to any other remedies

provided herein, by law, or in equity, enter upon the Leased Premises and take possession of any personal property or fixtures of Tenant situated in or upon the Leased Premises, without liability for trespass or conversion, and sell the same at public or private sale, with or without having such property at the sale, after giving Tenant reasonable notice of time and place of any public sale or the time after which any private sale is to be made, at which sale the Landlord or its assigns may purchase said property. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is given in the manner provided in Section 30 of this Lease at least ten (10) days before the time of the sale. Any sale pursuant to the provisions of this paragraph shall be deemed to have been a public sale conducted in a commercially reasonable manner if held in, on or about the Leased Premises or where the property is located after the time, place and method of sale and a general description of the types of property to be sold have been advertised in a local daily newspaper of general circulation for a period of three consecutive days before the date of the sale. The proceeds from any such disposition, less any and all expenses in connection with the taking of possession, holding and selling of the property (including attorneys' fees and expenses) shall be applied as a credit against all amounts due and payable by Tenant to Landlord hereunder. Any amounts in excess of the sums due and payable by Tenant hereunder shall be paid to Tenant and the Tenant shall be liable for any deficiencies. Upon request by Landlord, Tenant agrees to execute and deliver to Landlord a financing statement in a form sufficient to perfect the security interest of Landlord in the aforementioned property and the proceeds thereof under the provisions of the Uniform Commercial Code in effect in the State of Arkansas.

21. ESTOPPEL CERTIFICATES. Upon request, Tenant shall promptly furnish to Landlord an estoppel certificate in a form reasonably acceptable to Landlord to the effect that:

- (a) this Lease is in full force and effect and that the Landlord is not in default hereunder; and
- (b) that there are no offsets or other conditions precedent to the effectiveness of this Lease.

22. SUBORDINATION; ATTORNMENT & NON-DISTURBANCE.

(a) Subordination. At the request of any present or future holder of a mortgage against the Leased Premises, the Tenant agrees to subordinate its rights under this Lease to any mortgage or encumbrance which Landlord may have presently or hereafter placed on the Leased Premises. Tenant agrees to execute upon request any instrument which may be deemed necessary or desirable to render any such mortgage or encumbrance, whether made prior to or after the date hereof, superior to and prior to rights of Tenant under this Lease.

(b) Attornment. If the holder of any mortgage, deed of trust or security described above (or its successor-in-interest), enforces its remedies provided by law or under the pertinent mortgage, deed of trust or security instrument and succeeds to Landlord's interest in the Leased Premises, Tenant agrees, upon written request of any such holder or any purchaser at foreclosure sale, to attorn and pay rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment (provided such holder or

purchaser shall agree to accept this Lease and not disturb Tenant's occupancy, so long as Tenant does not default and fail to cure within the time permitted hereunder).

(c) Non-Disturbance. In the event any mortgage or deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the mortgagee or beneficiary, or in the event any ground lease to which this Lease is subordinate is terminated, this Lease shall not be barred, terminated, cut off, or foreclosed, nor shall the rights and possession of the Leased Premises by Tenant under this Lease be disturbed, if Tenant is not then in default beyond any applicable cure period under this Lease.

23. EVENTS OF DEFAULT. Any one or more of the following events shall be deemed an event of default by Tenant under this Lease:

(a) failure by Tenant to timely pay any three (3) installments of rent required under this Lease during any particular Term, so long as no such installment of rent is paid later than ten (10) days from the date on which such installment became due; provided that Landlord agrees to deliver written notice to Tenant of such failure to pay rent; provided, further, that Landlord shall not be required to deliver written notice to Tenant more than one (1) time per calendar year during the Term;

(b) failure by Tenant to timely pay any installment of rent required under this Lease within ten (10) days after such installment of rent became due and payable;

(c) Tenant failing to comply, in any material respect, with any term, provision, or covenant of this Lease (other than the nonpayment of Rent), specifically including, but not limited to, the failure of Tenant to comply with the laws, rules and regulations governing the distribution, consumption, sale, delivery, storage and serving of alcohol, wine, spirits, beer, malt liquor and other types of alcoholic beverages and the failure of Tenant to comply with the Rules and Regulations of the Building as provided in Section 30 hereof, which remains uncured for a period of thirty (30) days following Tenant's receipt of written notice from Landlord setting forth in reasonable detail the nature and extent of the failure to comply and identifying the applicable Lease provision(s); provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed a default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and such completion of the cure occurs within ninety (90) days of the date on which Tenant failed to comply with the requisite term, provision or covenant of this Lease;

(d) the material breach of any representation or warranty of Tenant contained herein;

(e) Tenant deserting, vacating or failing to conduct its ordinary course of business during its historical regular scheduled business hours on the Leased Premises for a period of thirty (30) consecutive days or more without paying rent;

(f) Tenant (i) making an assignment for the benefit of creditors, (ii) generally not paying its debts as such they become due, (iii) admitting in writing an inability to pay its debts as they become due, (iv) filing a voluntary petition in bankruptcy, (v) becoming insolvent, (vi) filing any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment of its debts or for liquidation, dissolution or other similar relief, (vii) petitioning or applying to any court for any receiver, custodian, or trustee for all or substantially all of its property or assets or be the subject of any such proceeding filed against it, (viii) filing an answer admitting or not contesting the material allegations of any such petition filed against it or any order, judgment, or decree approving such petition in any such proceeding, (ix) seeking, approving, consenting to, or acquiescing in any such proceeding for the appointment of any such trustee, receiver, custodian, liquidator or agent for it or any substantial part of its property or if an order is entered appointing any such trustee, receiver, custodian, liquidator or agent, or (x) taking any formal action for the purpose of effectuating any of the foregoing;

(g) an order for relief being entered under the United States Bankruptcy laws or if any other decree or order is entered by a court having jurisdiction (i) adjudging Tenant as bankrupt or insolvent (ii) approving as properly filed a petition seeking reorganization, liquidation, arrangement, adjustment or composition of Tenant or its property under the United States bankruptcy laws or any other applicable federal or state law (iii) appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) for Tenant or for any substantial part of Tenant's property or (iv) ordering the winding up or liquidation of Tenant's affairs; or

(h) any judgment or decree against Tenant remaining unpaid, unstayed on appeal, undischarged, unbonded or undismissed for a period of thirty (30) days or more.

24. REMEDIES. Upon the occurrence of any event of default as provided herein, Landlord shall have the option to pursue any one or more of the following remedies without notice or demand, and without prejudice to any rights or remedies otherwise available at law or in equity:

(a) Landlord may terminate this Lease and enter into and upon and take possession of the Leased Premises and expel and remove Tenant and any other person who may be occupying the Leased Premises, by force, if necessary, without being liable for trespass or any damages therefor;

(b) Landlord may relet the Leased Premises upon such terms and conditions as Landlord, in its sole and absolute discretion, deems appropriate in the circumstances;

(c) Recover from Tenant, upon demand an amount equal to:

(1) the aggregate amount of six (6) months' unpaid rent due to Landlord for the remaining and/or delinquent portions of the Term of this Lease; provided that, beginning in the calendar month following the event of default, Tenant shall resume monthly payments consistent with Section 4 of this Lease until the aggregate amount of all unpaid rent due to Landlord for entire Term of this Lease has been paid; provided, however, in the event Landlord relets the Leased Premises during the Term hereof, Landlord shall give credit to Tenant for one

hundred percent (100%) of the rent actually collected by Landlord with respect to the Term of such Lease coinciding with the Term of this Lease; plus

(2) all of Landlord's costs and expenses (including attorneys' fees and other legal expenses) incurred by Landlord by reason of such default or otherwise in connection with retaking possession of the Leased Premises and reletting the same, specifically including without limitation the cost of making any repairs to the Leased Premises requested by the replacement tenant.

(d) Exercise any other right or remedy available at law, in equity, or otherwise.

Pursuit of any one or more of the foregoing remedies shall not prejudice the rights of Landlord to pursue any other remedies available at law or in equity, nor shall pursuit of any remedy provided herein constitute a forfeiture or waiver of any rent due to Landlord hereunder or any damages incurred by Landlord by reason of such default.

25. LANDLORD DEFAULT; TENANT REMEDIES. Landlord shall be deemed in breach of this Lease if Landlord should fail to perform or observe, in any material respect, any Landlord obligation hereunder and such obligation remains uncured/unperformed for a period of thirty (30) days following Landlord's receipt of written notice from Tenant setting forth in reasonable detail the nature and extent of the Landlord default and identifying the applicable Lease provision(s); provided, however, that if the nature of Landlord's breach of this Lease is such that more than thirty (30) days are reasonably required for its cure, then it shall not be deemed a default if Landlord commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and such completion of the cure occurs within ninety (90) days of the date on which Landlord breached this Lease;. In addition to any other remedies available at law or equity, Tenant may elect to (i) cure such default and offset the cost of remedying said default against any rent due or (ii) terminate this Lease. Tenant shall notify Landlord in writing of its election under clause (ii) and shall include the termination date of the Lease in said notice. Upon the date set forth by Tenant in its election notice, Tenant shall surrender the Leased Premises to Landlord and Tenant shall have no further obligation or liability under this Lease, except those that expressly survive termination. Pursuit of any one or more of the foregoing remedies shall not prejudice the rights of Tenant to pursue any other remedies available at law or in equity.

26. QUIET ENJOYMENT. Landlord represents and warrants that it has full right, power and authority to make this Lease and enter into this Lease. Provided that Tenant fully and timely performs each and every one of its obligations and covenants contained herein and is not otherwise in default hereunder, Landlord covenants that Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term hereof and any renewal thereof free from interference from Landlord and all those persons claiming by or through Landlord save and except any mortgagee.

27. REPRESENTATIONS AND WARRANTIES OF TENANT. Tenant hereby represents and warrants to Landlord that:

(a) Organization and Good Standing. Tenant is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Arkansas, with full company power and authority to execute, deliver, and perform this Lease and to own and operate its properties and carry on its business as presently conducted.

(b) Authority. Tenant has the requisite power and authority to enter into this Lease and to perform its obligations and covenants hereunder in the manner provided herein. The execution and delivery of this Lease by Tenant has been duly authorized by all requisite company action and no other proceedings on the part of Tenant are necessary to authorize the execution, delivery, and performance of this Lease.

(c) Validity. This Lease has been duly executed and delivered by Tenant and constitutes the legal, valid, and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, nonprofit corporation, or other similar laws affecting the enforcement of creditors' rights or by general principles of equity.

(d) No Violations. Neither the execution and delivery of this Lease by Tenant, nor the performance by Tenant of its obligations and covenants hereunder will (i) violate, conflict with, or result in a breach of any of the terms, conditions or provisions of or constitute a default under (or an event which, with notice or lapse of time or both, would constitute a default under) any note, loan, mortgage, indenture, deed of trust, license, lease, agreement, or other instrument or obligation to which Tenant is a party or to which it or any of its properties or assets may be subject or (ii) violate any judgment, ruling, order, writ, injunction, decree, statute, rule, or regulation applicable to Tenant or any of its properties or assets.

28. REPRESENTATIONS AND WARRANTIES OF LANDLORD. Landlord hereby represents and warrants to Tenant that:

(a) Organization and Good Standing. Landlord is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Arkansas, with full company power and authority to execute, deliver, and perform this Lease and to own and operate its properties and carry on its business as presently conducted.

(b) Authority. Landlord has the requisite company power and authority to enter into this Lease and to perform its obligations and covenants hereunder in the manner provided herein. The execution and delivery of this Lease by Landlord has been duly authorized by Landlord's Managers and no other company proceedings on the part of Tenant are necessary to authorize the execution, delivery, and performance of this Lease.

(c) Validity. This Lease has been duly executed and delivered by Landlord and constitutes the legal, valid, and binding obligation of Landlord, enforceable against Tenant in accordance with its terms, except to the extent that such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting the enforcement of creditors' rights or by general principles of equity.

29. NO BROKER OR AGENT. Landlord and Tenant each represent and warrant that they have not employed a real estate broker or agent in connection with this transaction, or otherwise have taken any action which would subject either party to liability for any commission or fee. Each party agrees to indemnify and hold the other party harmless from and against the assertion or imposition of any commission or fee asserted or charged by any broker or agent on such party's behalf.

30. RULES OF BUILDING. Tenant shall comply, and cause Tenant's agents, employees, invitees and visitors to comply fully with all requirements of the rules of the Building which may be reasonably made by the Landlord, and any reasonable amendments or modifications thereto which do not conflict with the terms of this Lease. The Rules and Regulations of the Building are attached hereto as EXHIBIT D and made a part of this Lease.

31. GUARANTY OF LEASE. The obligations, liabilities and responsibilities of Tenant pursuant to this Lease, specifically including without limitation, the payment and performance thereof, are fully and completely, jointly and severally, guaranteed by each of the individuals and/of entities who have signed their name as a Guarantor pursuant to the Guaranty attached to this Lease, which Guaranty is incorporated herein by this reference.

32. MISCELLANEOUS.

(a) Fees of Legal Counsel. In the event either party to this Lease shall employ legal counsel to protect its rights hereunder or to enforce any term or provision hereof, the party prevailing in any such action shall have the right to recover from the other party all of its reasonable attorneys' fees and expenses incurred in relation to such claims.

(b) Further Assurances. The parties agree that from time to time hereafter, upon request, each of them will execute, acknowledge and deliver such other instruments and documents and take such further action as may be reasonably necessary to carry out the intent of this Lease.

(c) Modification. No provision contained herein may be modified, amended or waived except by written agreement or consent signed by the party to be bound thereby.

(d) Binding Effect and Benefit. This Lease shall inure to the benefit of, and shall be binding upon, the parties hereto, their heirs, executors, administrators, personal representatives, successors and permitted assigns.

(e) Headings and Captions. Subject headings and captions are included for convenience purposes only and shall not affect the interpretation of this Lease.

(f) Notice. All notices, requests, demands and other communications permitted or required hereunder shall be in writing, and shall either be (i) delivered in person, (ii) delivered by express mail or other overnight delivery service providing receipt of delivery, (iii)

mailed by certified or registered mail, postage prepaid, return receipt requested, or (iv) by electronic mail with .pdf attachment or other electronic transmission as follows:

If to Landlord, addressed or delivered in person to:

Imergent Industries, LLC
Attn: Samuel Stephenson, Manager
495 W. Prairie St., Unit 103
Fayetteville, Arkansas 72701
E-mail: prairiestbandt@gmail.com

If to Tenant, addressed or delivered in person to:

Dinosaur Sr., Inc.
Attn: Samuel Stephenson
495 W. Prairie St. Unit 103
Fayetteville, AR 72701
E-mail: prairie stbandt@gmail.com

or to such other address as either party may designate by notice. Any such notice or communication, if given or made by prepaid, registered or certified mail or by recorded express delivery, shall be deemed to have been made when actually received but not later than three (3) business days after the same was posted or given to such express delivery service and if given or made by facsimile or electronic transmission shall be deemed to have been received at the time of dispatch.

(g) Severability. If any portion of this Lease is held invalid, illegal or unenforceable, such determination shall not impair the enforceability of the remaining terms and provisions herein.

(h) Time for Performance. Time is of the essence in this Lease.

(i) Waiver. No waiver of a breach or violation of any provision of this Lease shall operate or be construed as a waiver of any subsequent breach or limit or restrict any right or remedy otherwise available.

(j) Rights and Remedies Cumulative. The rights and remedies expressed herein are cumulative and not exclusive of any rights and remedies otherwise available.

(k) Gender and Pronouns. Throughout this Lease, the masculine shall include the feminine and neuter and the singular shall include the plural and vice versa as the context requires.

(l) Entire Agreement. This document constitutes the entire agreement of the parties and supersedes any and all other prior agreements, oral or written, with respect to the subject matter contained herein.

(m) Governing Law. This Lease shall be subject to and governed by the laws of the State of Arkansas.

(n) Incorporation by Reference. All exhibits and documents referred to in this Lease shall be deemed incorporated herein by any reference thereto as if fully set out.

(o) Counterparts. This Lease may be executed in two or more counterparts and/or by facsimile, scanned attachment by electronic mail or transmission or facsimile transmission, or electronic signature (e.g., HelloSign, DocuSign, etc.) each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

(p) Third Party Beneficiaries. This Lease shall not create any rights for the benefit of any third party.

(q) Authority. Each individual signing this Lease in a representative capacity acknowledges and represents that he/she is duly authorized to execute this Lease in such capacity in the name of, and on behalf of, the designated corporation, partnership, trust, or other entity.

(r) Joint Preparation. This Lease shall be deemed to have been prepared jointly by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any party by reason of its drafting of this Lease, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement effective as of the day and year aforesaid.

LANDLORD:

IMERGENT INDUSTRIES, LLC

By:


Samuel Stephenson, Authorized Manager

TENANT:

Dinosaur Sr., Inc.

By:


Samuel Stephenson, President

[Signature Page to Lease by and between Imergent Industries, LLC and Dinosaur Sr., Inc.]

EXHIBIT A
PREMISES FLOORPLAN

(attached hereto)

[Exhibit A to Lease by and between Imergent Industries, LLC and Dinosaur Sr., Inc.]

EXHIBIT B

TENANT'S ARCHITECTURAL PLANS

(attached hereto)

[Exhibit B to Lease by and between Imergent Industries, LLC and Dinosaur Sr., Inc.]

EXHIBIT D

RULES AND REGULATIONS OF THE BUILDING

(attached hereto)

[Exhibit D to Lease by and between Imergent Industries, LLC and Dinosaur Sr., Inc.]



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0189

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 12

BID #18-18 PETROLEUM TRADERS CORPORATION:

A RESOLUTION TO AWARD BID #18-18 AND APPROVE A ONE YEAR CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR BULK FUEL PURCHASES WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

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 #18-18 and approves a one year contract with Petroleum Traders Corporation for bulk fuel purchases for the prices set forth in the bid documents, copies of which are attached to this Resolution, with the option to renew for up to four additional one year terms.

City of Fayetteville Staff Review Form

2018-0189

Legistar File ID

4/3/2018

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

Jesse Beeks/Sara Glenn

3/16/2018

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution approving a contract between City of Fayetteville and Petroleum Traders Corporation to provide gasoline and diesel fuel to the City per Bid 18-18 for an estimated annual amount of \$1,701,541.00.

Budget Impact:

9700.770.1910-5213.00 & 5213.01

Shop

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 1,701,541.00

Funds Obligated \$ -

Current Balance \$ 1,701,541.00

Does item have a cost? Yes

Item Cost \$ 1,701,541.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20180209

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Terry Gulley, Director of Transportation

FROM: Jesse Beeks, Fleet Operations Superintendent

DATE: March 16, 2018

SUBJECT: **Approval of Bulk Fuel Contract**

RECOMMENDATION:

That City Council approve the Bulk Fuel Contract with Petroleum Traders Corporation to supply gasoline and diesel fuel per Bid 18-18.

BACKGROUND:

The City of Fayetteville's current fuel contract with Littlefield Oil Company per Resolution 86-13 is expiring on April 16, 2018. A new contract needs to be in place to insure there is not a lapse in fuel inventory.

DISCUSSION:

Bid 18-18 was opened February 28, 2018. Petroleum Traders Corporation was the low bidder, a bid tab sheet is attached.

BUDGET/STAFF IMPACT:

Fleet recommends that Council approve the contract between City of Fayetteville and Petroleum Traders Corporation to supply fuel to the City per Bid 18-18.

Fuel has been budgeted for in operating budgets.

Attachments:

Bid Tab 18-18
Contract
Bid 18-18 Documents
Petroleum Traders Submitted Bid



CITY OF
FAYETTEVILLE
ARKANSAS

Bulk Fuel

Bid No. 18-18
Official Bid Tabulation

Bid No. 18-18
Date: 2.21.2018
Time: 2:00 PM

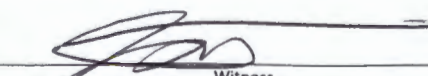
Lioneld Jordan, Mayor

Number of Addendums: 1

Bidder				Frost Oil Company				Littlefield Oil Company				Petroleum Traders Corporation			
Schedule A (Full Tank Deliveries)															
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)	=	Total Line Item Bid (Mark up)	
A1	#2 Dyed Ultra Low Sulfur Diesel	25,000	x	\$0.0314	=	\$785.00		\$0.0380	=	\$950.00		\$0.0101	=	\$252.50	
A2	Unleaded 87 Octane Gasoline	17,500	x	\$0.0274	=	\$479.50		\$0.0338	=	\$591.50		\$0.0210	=	\$367.50	
*Total Base Bid - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)				\$1,264.50				\$1,541.50				\$620.00			
Schedule B (Bob-Tail Deliveries - no 100 octane)															
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)		Mark up PER GALLON (use 4 decimals)		Total Line Item Bid (Mark up)	
B1	#2 Dyed Ultra Low Sulfur Diesel	2,500	x	\$0.1000		\$250.00		\$0.1000		\$250.00		\$0.2500		\$625.00	
B2	Unleaded 87 Octane Gasoline	400	x	\$0.1000		\$40.00		\$0.1000		\$40.00		\$0.2500		\$100.00	
*Total Base Bid - Schedule B: (does not include base cost for fuel)				\$290.00				\$290.00				\$725.00			
*Total Base Bid - Schedule A + Schedule B: (does not include base cost for fuel)				\$1,554.50				\$1,831.50				\$1,345.00			
*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.															
This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.															

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


Certified: Andrea Rennie CPPO, CPPB


Witness

3/01/18
Date



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville
Bid 18-18, Bulk Fuel
Contract – Between City of Fayetteville, AR
and Petroleum Traders Corporation
Terms: One (1) year with four (4) renewals

This contract executed this ____ day of _____, 2018, between the City of Fayetteville, Arkansas (City), and Petroleum Traders Corporation in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Petroleum Traders Corporation at its own cost and expense shall furnish all labor, fuel, transportation costs, materials, costs to deliver and unload fuel into the City's tanks, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 18-18 as stated in Petroleum Traders Corporation bid proposal, and in accordance with specifications attached here to and made a part hereof under Bid 18-18, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Petroleum Traders Corporation based on their bid proposal. Payments will be made after approval and acceptance of work, delivery, and submission of invoice. Payments will be made approximately 15 calendar days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Petroleum Traders Corporation consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 18-18 with the specifications and conditions typed thereon.
 - B. Petroleum Traders Corporation bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Petroleum Traders Corporation and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Petroleum Traders Corporation.
5. Petroleum Traders Corporation shall not assign its duties under the terms of this agreement without prior written consent of the City.
6. Petroleum Traders Corporation 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 Petroleum Traders Corp 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. Petroleum Traders Corporation 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, Petroleum Traders Corporation 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,

a. Contractor's Liability Insurance: The insurance required by this paragraph shall include the specific coverages, and be written for not less than the limits of liability specified or required by Law, whichever is greater. The premiums for all insurance and the bond required herein shall be paid by Petroleum Traders Corporation. Policies shall be endorsed to provide the City of Fayetteville within a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Fort Worth as an additional insured, as its interests may appear (ATIMA). Any fleet or third party sub-contracts utilized by Petroleum Traders Corporation shall have the same insurance as required for Petroleum Traders Corporation.

- a. Umbrella General Liability \$1,000,000
- b. Workers' compensation Statutory (State and Federal Limits)
- c. Commercial General Liability
 - i. General Aggregate \$1,000,000
- d. Business Automobile Liability
 - a. Any one loss or accident \$1,000,000
- e. Environmental Impairment Liability (EIL) and/or Pollution Liability
 - a. \$2,000,000 per occurrence
 - b. EIL coverage(s) must be included in policies listed in subsection 1.1 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading, transferring, and transporting materials under the Contract shall be included under the Automobile Liability insurance or other policy(s).

8. Petroleum Traders Corporation to furnish proof of licensure as required by all local and state agencies.

9. Terms: This contract shall be effective for one (1) year from date approved by City Council and shall be renewable for up to an additional four (4) one-year terms for a possible contract term of five (5) years. This contract may be terminated by the City of Fayetteville or Petroleum Traders Corporation with 30 days written notice.

10. Liquidated Damages: N/A

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 City Council in **advance** of the change in scope, cost or fees.

13. Emergency of Disaster Situations: Petroleum Traders Corporation agrees to give the City top priority status in case of any and all emergency or disaster situations in order for the City keep necessary services available to its citizens. Petroleum Traders Corporation understands the priority of this contract item to enable the City to have services readily available to the public, generators are fueled to maintain operations, and all emergency command centers are operational.

14. Taxes: Petroleum Traders Corporation understands the City may be exempt from specific taxes in accordance

with IRS and State regulations. Petroleum Traders Corporation agrees to not charge the City taxes it is exempt from. The City, if applicable, will sign a certificate of exemption to be maintained on file for the duration of this contract.

15. Emergency Purchasing: In the event of an emergency or disaster is declared, the City reserves the right to obtain such products or services from any source, including but not limited to this contract, which will meet the needs of such emergency. Petroleum Traders Corporation shall not be entitled to any claim or lost profits for products or services procured from outer sources pursuant to this paragraph. Petroleum Traders Corporation shall provide the City with contact information of personnel to be used during emergency situations.

In the event of a natural disaster, weather event, and or wide spread electrical power outages; the Petroleum Traders Corporation shall have a contingency plan in place to provide adequate fuel for the City to maintain uninterrupted operations. The Petroleum Traders Corporation shall work with the City of Fayetteville to identify emergency fuel service requirements during these type situations, and devise a viable written plan (Emergency Fuel Operations) to provide fuel to the various City generators in the affected area(s).

16. Delivery: Title and risk loss of fuel shall not pass to the City until City actually receives and takes physical possession of fuel at the point of delivery.
17. Quality & Testing: All motor fuels delivered under this contract shall be of high quality and shall not contain any foreign substances or water, which may damage any City vehicle or contaminate the fuel storage tanks. Deliveries of fuel under this contract are subject to testing, to insure compliance with specifications. All tests shall be made as per method by the American Society of Testing Material, unless otherwise specified. When the test analysis shows fuel meeting specification, the City will pay for said test. When test analysis shows fuel does not meet specification, Petroleum Traders Corporation shall pay for said test. In addition, contractor agrees to be liable for all charges necessary to satisfactorily bring contaminated tanks within limits, pump out fuel and replace as necessary.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2018.

PETROLEUM TRADERS CORPORATION

CITY OF FAYETTEVILLE, ARKANSAS

By: Gayle Newton
Signature

By: _____
LIONELD JORDAN, Mayor

Gayle Newton, Contract Sales Manager
Printed Name & Title

Glen Moonen
ATTEST (Signature)

ATTEST: (Signature)

Glen Moonen
Company Secretary (Printed Name)

Sondra E. Smith, City Clerk

Business Address

7120 Pointe Inverness Way
Fort Wayne, IN 46804

City, State & Zip Code

Date Signed: 3/21/2018

Date Signed: _____

Bid 18-18, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday February 23, 2018

To: All Prospective Vendors

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

RE: Bid 18-18, Bulk Fuel

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

1. The following addition is made to the Technical Specifications:
 - 5.2 UNLEADED REGUALR GASOLINE
 - c. Gasoline shall contain no ethanol.
2. Location for OPIS pricing is Rogers, AR

Bid 18-18, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday February 16, 2018

To: All Prospective Vendors

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

RE: Bid 18-18, Bulk Fuel

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

1. What is the anticipated award date? This Contract is anticipated to be discussed at the April 03, 2018 City Council Meeting.
2. Who is the incumbent supplier? Littlefield oil
3. Can you provide the bid tabulation from the previous RFP for these products and/or services? Attached
4. Please provide a sample invoice. Attached
5. Will this bid be awarded to one contractor or multiple vendors? Single award
6. Are subcontractors allowed? See Page 09, Section 19, General Terms and Conditions of Bid 18-18.
7. Will deliveries be full loads only? View bid form (full tank and bob-tail)
8. What monitoring equipment is available at each site? If so, what type? Any special fittings, pump, meter, etc. Veeder Root at Site B, and Intellifuel at Site A.
9. Is ACH/EFT an option? ACH is current method of Payment.
10. Would you consider OPIS DAILY Avg.? NO
11. Can or will deliveries be split between locations? Full tanker deliveries will sometimes be split between Site A and Site B.
12. Is there a diversity initiative associated with this bid? 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.



BID: 13-15
DATE: 02/26/13
2:00 PM
CITY OF FAYETTEVILLE

Bid 13-15, Bulk Fuel

			Frost Oil Company		Littlefield Oil Company		Mansfield Oil Company of Gainesville, Inc.		Petroleum Traders Corporation		
Schedule A (Full Tank Deliveries)											
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)		Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	X	\$ 0.0414 =	\$ 828.00	\$ 0.0380 =	\$ 760.00	\$ 0.0617 =	\$ 1,234.00	\$ 0.0114 =	\$ 228.00
A-2	Unleaded 87 Octane Gasoline	11,000	X	\$ 0.0374 =	\$ 411.40	\$ 0.0338 =	\$ 371.80	\$ 0.0190 =	\$ 209.00	\$ 0.0218 =	\$ 239.80
A-3	Soy Based Bio	3,000	X	\$ 0.1412 =	\$ 423.60	\$ 0.1500 =	\$ 450.00	\$ 0.1217 =	\$ 365.10	\$ 0.2522 =	\$ 756.60
Total Schedule A:				\$	1,663.00	Total Schedule A:	\$	1,581.80	Total Schedule A:	\$	1,808.10
Total Schedule A:				\$	1,224.40						
Schedule B (Bob - Tail Deliveries)											
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)									
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	X	\$ 0.1128 =	\$ 947.52	\$ 0.1000 =	\$ 840.00	\$ 0.3404 =	\$ 2,859.36	\$ 0.2500 =	\$ 2,100.00
B-2	Unleaded 87 Octane Gasoline	2,600	X	\$ 0.1048 =	\$ 272.48	\$ 0.1000 =	\$ 260.00	\$ 0.3404 =	\$ 885.04	\$ 0.2500 =	\$ 650.00
Total Schedule B:				\$	1,220.00	Total Schedule B:	\$	1,100.00	Total Schedule B:	\$	3,744.40
Total Schedule B:				\$	2,750.00						
Schedule C (Bob - Tail Deliveries - no 100 octane)											
Item #	DESCRIPTION	Estimated Monthly Usage (Gallons)									
C-1	100 Octane - Low Lead	2,500	X								
Total Schedule C:					NO BID	Total Schedule C:		NO BID	Total Schedule C:		NO BID
Total Schedule C:					NO BID						
TOTAL BID AMOUNT:				\$	2,883.00	TOTAL BID AMOUNT:	\$	2,681.80	TOTAL BID AMOUNT:	\$	5,552.50
TOTAL BID AMOUNT:				\$	3,974.40						

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

CERTIFIED: Andrew Foren Joanna Main 2-27-13
A. FOREN, PURCHASING AGENT WITNESS DATE



Invoice

Page 1 of 1

Littlefield Oil Company, Inc.
PO Box 180100
Fort Smith, AR 72918 USA
4796460595

Remit To: PO Box 180100 Fort Smith, AR 72918

Account Number: 1000810
Invoice Number: 424022
Invoice Date: 02/06/18 06:25AM

Amount Due: \$12,427.85
Due Date: 02/21/18

City of Fayetteville-Fleet
1525 S Happy Hollow Road
Fayetteville, AR 72701

Shipping Address:
Shop
Happy Hollow Road
Fayetteville, AR 72701

HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: Generations Transport (No Freight Out)	Vehicle: Truck 306 - MHC Lease Tran:	Salesperson: Tim Curd			
	Order Number: 424022	Purchase Order Number: 2018-17	BOL Number: 1136688			
	07 ULS Dyed Diesel	ULS Dyed Diesel/Gallons		5,539.0000	2.17780	\$12,062.83
					Tax:	\$365.02
					Total This Item:	\$12,427.85
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Environmental Fee	716018462	\$5.54	No
Federal Oil Spill Fee	716018462	\$10.52	No
Arkansas Environmental Fee	716018462	\$16.62	No
Arkansas Excise Dyed Diesel	716018462	\$332.34	No

No terms discount available for this invoice.

Products Total:	\$12,062.83
Shipping / Freight Total:	\$0.00
Tax Total:	\$365.02
Invoice Total:	\$12,427.85
Discount Total:	\$0.00
Net Invoice Total:	\$12,427.85
Total Due:	\$12,427.85



CITY OF
FAYETTEVILLE
ARKANSAS

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 18-18, Bulk Fuel

DEADLINE: Wednesday February 28, 2018 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: Thursday, February 01, 2018

INVITATION TO BID Bid 18-18, Bulk Fuel

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

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

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
Bid 18-18, Bulk Fuel
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 18-18, Bulk Fuel

The City is seeking bids from qualified vendors for the purchase of bulk fuel for a one (1) year contract with four (4) automatic renewals.

All sealed bids are due by **Wednesday February 28, 2018 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

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

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

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

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

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

Date of advertisement: 02/01/2018

Bid 18-18, Schedule A (Full Tank Deliveries)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	25,000	x	\$0._____	= \$
A-2	Unleaded 87 Octane Gasoline	17,500	x	\$0._____	= \$
*TOTAL BASE BID - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)					\$
Bid 18-18, Schedule B (Bob-Tail Deliveries - no 100 octane)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	2,500	x	\$0._____	= \$
B-2	Unleaded 87 Octane Gasoline	400	x	\$0._____	= \$
*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)					\$
*TOTAL BASE BID - Schedule A + Schedule B: (does not include base cost for fuel)					\$
*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.					
This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.					

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.

EXECUTION OF BID -

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

Upon signing this Bid, the bidder certifies that:

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

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

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

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

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

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

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

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

1. **SUBMISSION OF BID & BID EVALUATION:**

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

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

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

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

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

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

17. PAYMENTS AND INVOICING:

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

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

18. CANCELLATION:

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A
- a. **Attachment A – Fuel Tank Locations**
 - b. **Attachment B – 2017 Bob Truck Deliveries**

City of Fayetteville
Bid 18-18, Bulk Fuel
Technical Specification

1.0 GENERAL:

- 1.1 The City of Fayetteville intends to establish a term contract to supply and deliver fuel products (gasoline and diesel on an as needed basis to various locations in the City of Fayetteville).
- 1.2 All product(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 All bulk tank wagon delivery trucks shall have Weights and Measures certified meters. Copies of current certificates shall be provided.
- 1.5 Vendor warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications.
- 1.6 To insure availability, vendor shall have fuel supply contracts with a minimum of two (2) major suppliers.
- 1.7 Quantities listed are approximate anticipated annual requirements based on prior purchases.
- 1.8 Bidder agrees to sell other automotive fuel products required for specific applications not listed in this bid but available from contracted suppliers at a price not to exceed the same cost factor of the highest per unit mark up listed in this bid. (Example: Site C - 100 Octane Aviation Fuel).
- 1.9 The City reserves the right to secure from another source if needed product cannot be delivered within the specified time.

2.0 TERM:

- 2.1 Contract shall be for a term of one year from date of award. Contract may be extended for four additional one year terms upon mutual agreement of the City and the vendor.
- 2.2 The City may terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount.

3.0 INSURANCE:

- 3.1 Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.
- 3.2 If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Fayetteville and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.3 Prior to commencing any work or services under this Contract, Contractor shall furnish City of Fayetteville with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Fayetteville shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within forty-eight (48) hours after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- a. Commercial General Liability
 - b. Auto Liability
 - c. Commercial General Liability
 - ❑i. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence.
 - ❑ii. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury.
 - d. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.
 - e. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract.

4.0 RECORDS AND AUDIT RIGHTS:

- 4.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.
- 4.2 The City's authorized representative shall be afforded access, at reasonable times and places, to all of

the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

5.0 MINIMUM SPECIFICATIONS:

5.1 Minimum standards shall be determined in accordance with the American Society for Testing and Materials (ASTM). All fuel must comply with provisions of the "Federal Clean Air Act" and any subsequent revisions as amended.

5.2 UNLEADED REGULAR GASOLINE

- a. Unleaded regular gasoline shall meet or exceed specifications of ASTM D949
- b. Minimum Octane rating – eighty seven (87)

5.3 ULTRA LOW SULPHUR RED DYED No. 2 DIESEL FUEL

- a. The Diesel Fuel shall meet or exceed specifications of ASTM D975
- b. Minimum cetane rating of forty five (45)
- c. If additives are added to reach cetane number, the cost of such additives shall be included in the bid pricing. The City shall pay no extra cost for additives. If additives are included, please disclose such on bid form.

6.0 ADDITIONAL INFORMATION REQUIRED WITH BID:

6.1 Each bidder shall attach information sheets containing the following minimum information in order to determine the best service, support, and price offer for the City of Fayetteville.

- a. Company name
- b. Office address
- c. Name of officers or majority owners
- d. Number of owned transport tanker units
- e. Number of owned tank wagon units
- f. Name, address and contact information of all currently contracted transporters

6.2 Bidder shall provide the following information with bid:

- a. Provide a listing of all contracted fuel suppliers.
- b. Provide a listing of all contracted terminals in the NWA or Fort Smith area.
- c. Provide the source of third party price information.

6.3 Cancellation of a fuel supplier or terminal that factored into low bid award may be cause for contract cancellation

- a. Additional suppliers may be added upon notification of the City

6.4 The cost basis for fuel deliveries shall be the gross rack average price as reported in the Oil Price Information Service (OPIS) newsletter, which is published every Monday. This index contains rack prices confirmed the prior Thursday evening at 5:59 p. m. EST all year round except Thanksgiving, when the prices are confirmed on Wednesday at 5:59 p.m. EST. The bid form contains mark up pricing for each type of fuel. This mark up shall be added to the OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. **No price increase shall be allowed in this contract.**

- a. These prices and listed quantity estimates will be used to determine a bid price to which margin price will be added to determine the final bid price.

6.5 Copies of actual purchase invoices on dates indicated shall be provided with the bid.

7.0 **CONTRACT BULK FUEL PRICING:**

7.1 The contract price for all fuel shall be the margin price (in cents per gallon, to a maximum of four decimal places) for each line item, to be added to, the listed gross OPIS rack average price as described. That price will be used for all deliveries until the following Friday.

7.2 Margin prices shall include all costs of the contractor in performance of the contract to include overhead, profit, delivery and unloading fuel into the applicable storage tank and any other cost.

7.3 Additional charges not specifically outlined in this bid (additional handling, split load, split drop, etc.) will not be allowed unless listed and attached to the bid. Listed charges will be considered in final bid award.

7.4 The margins bid shall to remain firm for the entire contract period.

7.5 No taxes are to be included in the contract prices. Applicable taxes shall be itemized and billed as a separate item on invoices.

8.0 **BULK FUEL DELIVERY METHOD:**

8.1 All orders will be placed by authorized city staff by phone, FAX, or other mutually agreed process.

8.2 All orders shall be filled no later than the second business day following date of order.

8.3 Order quantities will allow for full tanker delivery except locations where specified tank size will not accommodate.

8.4 Site A gasoline orders will be for split tanker with diesel delivery at same location or split tanker with Site B. Charges (if any) for these services shall be clearly listed in attachment to the bid.

8.5 Contractor shall accommodate for delivery into above ground tanks where specified.

8.6 Delivery times shall be coordinated with each delivery location.

9.0 BULK FUEL DELIVERY TICKET:

9.1 A delivery ticket containing the following information shall be provided at the time of each delivery:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Grade of fuel
- f. Terminal
- g. Supplier
- h. Bill of lading fuel quantity (net gallons)
- i. Reading prior to unloading
- j. Reading following unloading

9.2 The City shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

9.3 Company driver and City personnel shall both sign and date the delivery ticket.

10.0 BILLING (MUST BE PROVIDED WITHIN 24 HOURS OF DELIVERY):

10.1 All invoices shall clearly outline the following:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Terminal
- f. Fuel supplier
- g. OPIS price
- h. Margin price (price bid)
- i. Applicable taxes
- j. Valid Purchase Order Number.
- k. Net Gallons Delivered
- l. All invoices must be accompanied by the following information:
- m. Copy of Terminal Bill of Lading
- n. Copy of Suppliers Invoice

11.0 PAYMENT:

11.1 The City prefers to pay with a P-Card (VISA) card at no additional fee or cost to the City, which provides payment of invoices within 24-48 hours, depending on Bidder's credit card processor. However, if VISA payments are not an acceptable method of payment, the City's payment terms for this bid shall be net fifteen (15) from date of accepted invoice.

Tank Size (Gallons)	Site	Site Description	Site Address	Tank Type	Estimated Monthly Usage (Gallons)	Fuel Type
15,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	25,000	#2 Dyed Ultra Low Sulfur Diesel
6,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	8,500	Unleaded 87 Octane
10,000	B	City Hall	125 N. Church St.	Under Ground	9,000	Unleaded 87 Octane
550	C	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel
1,000	C	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane
1,000	*D	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane
3,000	*D	Westside WWTP	15 Broyles Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
3,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
2,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
1,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		Unleaded 87 Octane
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
250	F	Lift Station #5	3896 N. Gregg	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
200	G	Lift Station #6	3021 N. Old Wire Road	Above Ground	17	#2 Dyed Ultra Low Sulfur Diesel
3,000	J	Lift Station #7	2065 N Sunshine Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
250	H	Lift Station #8	729 W. North St.	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
250	I	Lift Station #9	1336 N. Porter Road	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel

Bob Truck deliveries - 2017

<u>Date</u>	<u>Location</u>	<u>Description</u>	<u>Gross Delivered</u>
3/2/2017	BMS	Diesel	1218
4/28/2017	West Side	Diesel	692
4/28/2017	West Side	Diesel	18
4/28/2017	Noland	Diesel	785
6/20/2017	Hamestring	Diesel	900
6/20/2017	Noland	Diesel	1419
6/20/2017	West Side	Diesel	449
6/20/2017	West Side	Diesel	551
6/22/2017	BMS	Diesel	1100
7/14/2017	Noland	Diesel	1855
7/14/2017	Noland	Diesel	30
7/14/2017	Hamestring	Diesel	1040
7/14/2017	West Side	Diesel	1058
7/23/2017	BMS	Diesel	577
7/23/2017	BMS	Diesel	23
7/23/2017	Noland	Diesel	1892
7/25/2017	West Side	Diesel	1133
7/25/2017	West Side	Diesel	26
7/25/2017	Hamestring	Diesel	992
7/28/2017	Noland	Diesel	803
8/17/2017	Hamestring	Diesel	425
8/17/2017	West Side	Diesel	725
8/17/2017	Noland	Diesel	39
8/17/2017	Noland	Diesel	811
8/17/2017	BMS	Diesel	1400
9/6/2017	Noland	Diesel	1651
9/6/2017	Hamestring	Diesel	1107
9/6/2017	West Side	Diesel	1267
9/25/2017	West Side	Diesel	339
9/25/2017	Hamestring	Diesel	263
9/25/2017	Noland	Diesel	1047
9/25/2017	BMS	Diesel	853
11/30/2017	BMS	Diesel	1222
11/30/2017	BMS	Diesel	40
11/30/2017	Noland	Diesel	730
1/16/2017	Noland	Unleaded	892
3/2/2017	Noland	Unleaded	504
5/1/2017	Noland	Unleaded	400
6/8/2017	Noland	Unleaded	597
7/28/2017	Noland	Unleaded	745
9/25/2017	Noland	Unleaded	646
11/30/2017	Noland	Unleaded	650



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 18-18, Bulk Fuel

DEADLINE: Wednesday February 28, 2018 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: Thursday, February 01, 2018

INVITATION TO BID

Bid 18-18, Bulk Fuel

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: Petroleum Traders Corporaiton

Contact Person: Gayle Newton Title: Contract Sales Manager

E-Mail: gnewton@petroleumtraders.com Phone: 800-348-3705 x4

Business Address: 7120 Pointe Inverness Way

City: Fort Wayne State: IN Zip: 46804

Signature: *Gayle Newton* Date: 2/26/2018

City of Fayetteville
Bid 18-18, Bulk Fuel
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 18-18, Bulk Fuel

The City is seeking bids from qualified vendors for the purchase of bulk fuel for a one (1) year contract with four (4) automatic renewals.

All sealed bids are due by **Wednesday February 28, 2018 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

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

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

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

City of Fayetteville

By: Les McGaugh, Purchasing Agent

P: 479.575.8220

lmcgaugh@fayetteville-ar.gov

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

Date of advertisement: 02/01/2018

Bid 18-18, Schedule A (Full Tank Deliveries)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	25,000	X	\$0.0101	= \$ 252.50
A-2	Unleaded 87 Octane Gasoline	17,500	X	\$0.0210	= \$ 367.50
*TOTAL BASE BID - Schedule A: (does not include OPIS cost for fuel or wholesaler cost for bio)					\$ 620.00
Bid 18-18, Schedule B (Bob-Tail Deliveries - no 100 octane)					
Line Item	Description	Estimated Monthly Usage (Gallons)		Mark up PER GALLON (use 4 decimals)	Total Line Item Bid (Mark up)
B-1	#2 Dyed Ultra Low Sulfur Diesel	2,500	X	\$0.2500	= \$ 625.00
B-2	Unleaded 87 Octane Gasoline	400	X	\$0.2500	= \$ 100.00
*TOTAL BASE BID - Schedule B: (does not include base cost for fuel)					\$ 725.00
*TOTAL BASE BID - Schedule A + Schedule B: (does not include base cost for fuel)					\$ 1,345.00
*Total Base Bid above does not include cost per gallon for the weekly rack price charged based on the index. Sales tax shall not be included in the bid price. Applicable Arkansas sales tax laws will apply as necessary but will not be considered in award of this project. Schedule A & B shall be awarded to the overall low bidder for the total sum bid of the two schedules.					
This bid form is formatted for all bidders to provide mark up pricing for each item. This mark up price shall be added to the WEEKLY PUBLISHED OPIS average rack price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. No price increase shall be allowed in this contract.					

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.

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

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

2.) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
Bid 18-18, Bulk Fuel
Page 4 of 17

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

*NAME OF FIRM: Petroleum Traders Corporaiton

Purchase Order/Payments shall be issued to this name

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

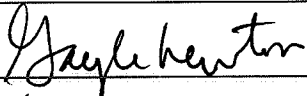
*BUSINESS ADDRESS: 7120 Pointe Ineverness Way

*CITY: Fort Wayne *STATE: IN *ZIP: 46804

*PHONE: 800-348-3705 x4 FAX: 260-203-2824

*E-MAIL: gnewton@petroleumtraders.com

*BY: (PRINTED NAME) Gayle Newton

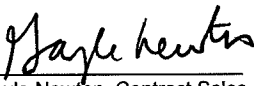
*AUTHORIZED SIGNATURE: 

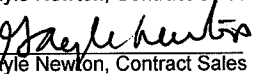
*TITLE: Contract Sales Manager

DUNS NUMBER: 02-164-0487 CAGE NUMBER: _____

*TAX ID NUMBER: 35-1462227

Acknowledge Addendums:

Addendum No. 1 Dated: Feb 16, 2018 Acknowledged by: 
Gayle Newton, Contract Sales Manager

Addendum No. 2 Dated: Feb 23, 2018 Acknowledged by: 
Gayle Newton, Contract Sales Manager

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 17-XX, Equipment Bid
General Terms and Conditions

1. **SUBMISSION OF BID & BID EVALUATION:**

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

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

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

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

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

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

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

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

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

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

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

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

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

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

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

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

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

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

17. **PAYMENTS AND INVOICING:**

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

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

18. **CANCELLATION:**

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

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

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

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

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

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

- a. **Attachment A – Fuel Tank Locations**
- b. **Attachment B – 2017 Bob Truck Deliveries**

City of Fayetteville
Bid 18-18, Bulk Fuel
Technical Specification

1.0 GENERAL:

- 1.1 The City of Fayetteville intends to establish a term contract to supply and deliver fuel products (gasoline and diesel on an as needed basis to various locations in the City of Fayetteville).
- 1.2 All product(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 All bulk tank wagon delivery trucks shall have Weights and Measures certified meters. Copies of current certificates shall be provided.
- 1.5 Vendor warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications.
- 1.6 To insure availability, vendor shall have fuel supply contracts with a minimum of two (2) major suppliers.
- 1.7 Quantities listed are approximate anticipated annual requirements based on prior purchases.
- 1.8 Bidder agrees to sell other automotive fuel products required for specific applications not listed in this bid but available from contracted suppliers at a price not to exceed the same cost factor of the highest per unit mark up listed in this bid. (Example: Site C - 100 Octane Aviation Fuel).
- 1.9 The City reserves the right to secure from another source if needed product cannot be delivered within the specified time.

2.0 TERM:

- 2.1 Contract shall be for a term of one year from date of award. Contract may be extended for four additional one year terms upon mutual agreement of the City and the vendor.
- 2.2 The City may terminate this contract or any part hereof with seven (7) days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Late deliveries, deliveries of products which are defective or do not conform to this contract, unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance shall all be causes allowing City to terminate this contract for cause. In the event of termination for cause, City shall not be liable to Contractor for any amount.

3.0 INSURANCE:

- 3.1 Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.
- 3.2 If any work under this agreement is subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting City of Fayetteville and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 3.3 Prior to commencing any work or services under this Contract, Contractor shall furnish City of Fayetteville with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Fayetteville shall reasonably rely upon the Certificate of Insurance as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal Certificates within forty-eight (48) hours after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:
- a. Commercial General Liability
 - b. Auto Liability
 - c. Commercial General Liability
 - ❑i. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence.
 - ❑ii. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury.
 - d. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract.
 - e. Contractor shall maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract.

4.0 **RECORDS AND AUDIT RIGHTS:**

- 4.1 Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the City to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees pursuant to the execution of the contract.
- 4.2 The City's authorized representative shall be afforded access, at reasonable times and places, to all of

the Contractor's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after final payment.

5.0 MINIMUM SPECIFICATIONS:

- 5.1 Minimum standards shall be determined in accordance with the American Society for Testing and Materials (ASTM). All fuel must comply with provisions of the "Federal Clean Air Act" and any subsequent revisions as amended.

5.2 UNLEADED REGULAR GASOLINE

- a. Unleaded regular gasoline shall meet or exceed specifications of ASTM D949
- b. Minimum Octane rating – eighty seven (87)

5.3 ULTRA LOW SULPHUR RED DYED No. 2 DIESEL FUEL

- a. The Diesel Fuel shall meet or exceed specifications of ASTM D975
- b. Minimum cetane rating of forty five (45)
- c. If additives are added to reach cetane number, the cost of such additives shall be included in the bid pricing. The City shall pay no extra cost for additives. If additives are included, please disclose such on bid form.

6.0 ADDITIONAL INFORMATION REQUIRED WITH BID:

- 6.1 Each bidder shall attach information sheets containing the following minimum information in order to determine the best service, support, and price offer for the City of Fayetteville.

- a. Company name
- b. Office address
- c. Name of officers or majority owners
- d. Number of owned transport tanker units
- e. Number of owned tank wagon units
- f. Name, address and contact information of all currently contracted transporters

- 6.2 Bidder shall provide the following information with bid:

- a. Provide a listing of all contracted fuel suppliers.
- b. Provide a listing of all contracted terminals in the NWA or Fort Smith area.
- c. Provide the source of third party price information.

- 6.3 Cancellation of a fuel supplier or terminal that factored into low bid award may be cause for contract cancellation

- a. Additional suppliers may be added upon notification of the City

6.4 The cost basis for fuel deliveries shall be the gross rack average price as reported in the Oil Price Information Service (OPIS) newsletter, which is published every Monday. This index contains rack prices confirmed the prior Thursday evening at 5:59 p. m. EST all year round except Thanksgiving, when the prices are confirmed on Wednesday at 5:59 p.m. EST. The bid form contains mark up pricing for each type of fuel. This mark up shall be added to the OPIS price to arrive at the total price charged to the City. The City shall pay NO additional fees, surcharges, etc. **No price increase shall be allowed in this contract.**

- a. These prices and listed quantity estimates will be used to determine a bid price to which margin price will be added to determine the final bid price.

6.5 Copies of actual purchase invoices on dates indicated shall be provided with the bid.

7.0 CONTRACT BULK FUEL PRICING:

7.1 The contract price for all fuel shall be the margin price (in cents per gallon, to a maximum of four decimal places) for each line item, to be added to, the listed gross OPIS rack average price as described. That price will be used for all deliveries until the following Friday.

7.2 Margin prices shall include all costs of the contractor in performance of the contract to include overhead, profit, delivery and unloading fuel into the applicable storage tank and any other cost.

7.3 Additional charges not specifically outlined in this bid (additional handling, split load, split drop, etc.) will not be allowed unless listed and attached to the bid. Listed charges will be considered in final bid award.

7.4 The margins bid shall to remain firm for the entire contract period.

7.5 No taxes are to be included in the contract prices. Applicable taxes shall be itemized and billed as a separate item on invoices.

8.0 BULK FUEL DELIVERY METHOD:

8.1 All orders will be placed by authorized city staff by phone, FAX, or other mutually agreed process.

8.2 All orders shall be filled no later than the second business day following date of order.

8.3 Order quantities will allow for full tanker delivery except locations where specified tank size will not accommodate.

8.4 Site A gasoline orders will be for split tanker with diesel delivery at same location or split tanker with Site B. Charges (if any) for these services shall be clearly listed in attachment to the bid.

8.5 Contractor shall accommodate for delivery into above ground tanks where specified.

8.6 Delivery times shall be coordinated with each delivery location.

9.0 BULK FUEL DELIVERY TICKET:

9.1 A delivery ticket containing the following information shall be provided at the time of each delivery:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Grade of fuel
- f. Terminal
- g. Supplier
- h. Bill of lading fuel quantity (net gallons)
- i. Reading prior to unloading
- j. Reading following unloading

9.2 The City shall only authorize payment for the actual (net) quantity of fuel delivered to each site.

9.3 Company driver and City personnel shall both sign and date the delivery ticket.

10.0 BILLING (MUST BE PROVIDED WITHIN 24 HOURS OF DELIVERY):

10.1 All invoices shall clearly outline the following:

- a. Contractor's name
- b. Address
- c. Delivery location and tank
- d. Type of fuel
- e. Terminal
- f. Fuel supplier
- g. OPIS price
- h. Margin price (price bid)
- i. Applicable taxes
- j. Valid Purchase Order Number.
- k. Net Gallons Delivered
- l. All invoices must be accompanied by the following information:
- m. Copy of Terminal Bill of Lading
- n. Copy of Suppliers Invoice

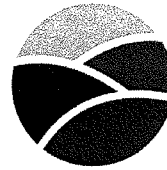
11.0 PAYMENT:

11.1 The City prefers to pay with a P-Card (VISA) card at no additional fee or cost to the City, which provides payment of invoices within 24-48 hours, depending on Bidder's credit card processor. However, if VISA payments are not an acceptable method of payment, the City's payment terms for this bid shall be net fifteen (15) from date of accepted invoice.

Tank Size (Gallons)	Site	Site Description	Site Address	Tank Type	Estimated Monthly Usage (Gallons)	Fuel Type
15,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	25,000	#2 Dyed Ultra Low Sulfur Diesel
6,000	A	Fleet Operations	1525 S. Happy Hollow Rd.	Above Ground	8,500	Unleaded 87 Octane
10,000	B	City Hall	125 N. Church St.	Under Ground	9,000	Unleaded 87 Octane
550	C	Airport	4500 S. School Avenue	Above Ground	300	#2 Dyed Ultra Low Sulfur Diesel
1,000	C	Airport	4500 S. School Avenue	Above Ground	400	Unleaded 87 Octane
1,000	*D	Westside WWTP	15 Broyles Road	Above Ground	1,700	Unleaded 87 Octane
3,000	*D	Westside WWTP	15 Broyles Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
3,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
2,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
1,000	E	Noland WWTP	1400 N. Fox Hunter Road	Above Ground		Unleaded 87 Octane
6,000	E	Noland WWTP	1400 N. Fox Hunter Road	Under Ground	400	#2 Dyed Ultra Low Sulfur Diesel
250	F	Lift Station #5	3896 N. Gregg	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
200	G	Lift Station #6	3021 N. Old Wire Road	Above Ground	17	#2 Dyed Ultra Low Sulfur Diesel
3,000	J	Lift Station #7	2065 N Sunshine Road	Above Ground		#2 Dyed Ultra Low Sulfur Diesel
250	H	Lift Station #8	729 W. North St.	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel
250	I	Lift Station #9	1336 N. Porter Road	Above Ground	21	#2 Dyed Ultra Low Sulfur Diesel

Bob Truck deliveries - 2017			
Date	Location	Description	Gross Delivered
3/2/2017	BMS	Diesel	1218
4/28/2017	West Side	Diesel	692
4/28/2017	West Side	Diesel	18
4/28/2017	Noland	Diesel	785
6/20/2017	Hamestring	Diesel	900
6/20/2017	Noland	Diesel	1419
6/20/2017	West Side	Diesel	449
6/20/2017	West Side	Diesel	551
6/22/2017	BMS	Diesel	1100
7/14/2017	Noland	Diesel	1855
7/14/2017	Noland	Diesel	30
7/14/2017	Hamestring	Diesel	1040
7/14/2017	West Side	Diesel	1058
7/23/2017	BMS	Diesel	577
7/23/2017	BMS	Diesel	23
7/23/2017	Noland	Diesel	1892
7/25/2017	West Side	Diesel	1133
7/25/2017	West Side	Diesel	26
7/25/2017	Hamestring	Diesel	992
7/28/2017	Noland	Diesel	803
8/17/2017	Hamestring	Diesel	425
8/17/2017	West Side	Diesel	725
8/17/2017	Noland	Diesel	39
8/17/2017	Noland	Diesel	811
8/17/2017	BMS	Diesel	1400
9/6/2017	Noland	Diesel	1651
9/6/2017	Hamestring	Diesel	1107
9/6/2017	West Side	Diesel	1267
9/25/2017	West Side	Diesel	339
9/25/2017	Hamestring	Diesel	263
9/25/2017	Noland	Diesel	1047
9/25/2017	BMS	Diesel	853
11/30/2017	BMS	Diesel	1222
11/30/2017	BMS	Diesel	40
11/30/2017	Noland	Diesel	730
1/16/2017	Noland	Unleaded	892
3/2/2017	Noland	Unleaded	504
5/1/2017	Noland	Unleaded	400
6/8/2017	Noland	Unleaded	597
7/28/2017	Noland	Unleaded	745
9/25/2017	Noland	Unleaded	646
11/30/2017	Noland	Unleaded	650

Bid 18-18, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday February 16, 2018

To: All Prospective Vendors

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

RE: Bid 18-18, Bulk Fuel

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

1. What is the anticipated award date? This Contract is anticipated to be discussed at the April 03, 2018 City Council Meeting.
2. Who is the incumbent supplier? Littlefield oil
3. Can you provide the bid tabulation from the previous RFP for these products and/or services? Attached
4. Please provide a sample invoice. Attached
5. Will this bid be awarded to one contractor or multiple vendors? Single award
6. Are subcontractors allowed? See Page 09, Section 19, General Terms and Conditions of Bid 18-18.
7. Will deliveries be full loads only? View bid form (full tank and bob-tail)
8. What monitoring equipment is available at each site? If so, what type? Any special fittings, pump, meter, etc. Veeder Root at Site B, and Intellifuel at Site A.
9. Is ACH/EFT an option? ACH is current method of Payment.
10. Would you consider OPIS DAILY Avg.? NO
11. Can or will deliveries be split between locations? Full tanker deliveries will sometimes be split between Site A and Site B.
12. Is there a diversity initiative associated with this bid? 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.



Bid 13-15, Bulk Fuel

BID: 13-15
DATE: 02/28/13
2:00 PM
CITY OF FAYETTEVILLE

			Frost Oil Company		Littlefield Oil Company		Manassah Oil Company of Gainesville, Inc.		Petroleum Traders Corporation	
Item #	DESCRIPTION	Estimated Monthly Quantity (Gallons)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)	Mark up PER GALLON	Total Line Item Bid (Mark Up)
A-1	#2 Dyed Ultra Low Sulfur Diesel	20,000	X \$ 0.0414 =	\$ 828.00	\$ 0.0380 =	\$ 760.00	\$ 0.0617 =	\$ 1,234.00	\$ 0.0114 =	\$ 228.00
A-2	Unleaded 87 Octane Gasoline	11,000	X \$ 0.0374 =	\$ 411.40	\$ 0.0338 =	\$ 371.80	\$ 0.0190 =	\$ 209.00	\$ 0.0218 =	\$ 239.80
A-3	Soy Based Bio	3,000	X \$ 0.1412 =	\$ 423.60	\$ 0.1500 =	\$ 450.00	\$ 0.1217 =	\$ 365.10	\$ 0.2522 =	\$ 756.60
Total Schedule A:			\$	1,663.00	Total Schedule A:	\$	1,581.80	Total Schedule A:	\$	1,808.10
			Schedule B (Bob - Tail Deliveries)							
B-1	#2 Dyed Ultra Low Sulfur Diesel	8,400	X \$ 0.1128 =	\$ 947.52	\$ 0.1000 =	\$ 840.00	\$ 0.3404 =	\$ 2,859.36	\$ 0.2500 =	\$ 2,100.00
B-2	Unleaded 87 Octane Gasoline	2,600	X \$ 0.1048 =	\$ 272.48	\$ 0.1000 =	\$ 260.00	\$ 0.9404 =	\$ 895.04	\$ 0.2500 =	\$ 650.00
Total Schedule B:			\$	1,220.00	Total Schedule B:	\$	1,100.00	Total Schedule B:	\$	3,744.40
			Schedule C (Bob - Tail Deliveries - No Bid - 0 Gallons)							
C-1	100 Octane - Low Lead	2,500	X							
Total Schedule C:				NO BID	Total Schedule C:		NO BID	Total Schedule C:		NO BID
TOTAL BID AMOUNT:			\$	2,883.00	TOTAL BID AMOUNT:	\$	2,681.80	TOTAL BID AMOUNT:	\$	5,552.50

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

CERTIFIED:

A. FOREN, PURCHASING AGENT

WITNESS

DATE

2-27-13



Invoice

Page 1 of 1

Littlefield Oil Company, Inc.
PO Box 180100
Fort Smith, AR 72918 USA
4796460595

Remit To: PO Box 180100 Fort Smith, AR 72918

Account Number: 1000810
Invoice Number: 424022
Invoice Date: 02/06/18 06:25AM

Amount Due: \$12,427.85
Due Date: 02/21/18

City of Fayetteville-Fleet
1525 S Happy Hollow Road
Fayetteville, AR 72701

Shipping Address:
Shop
Happy Hollow Road
Fayetteville, AR 72701

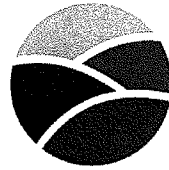
HM	DOT- Name, Class, ID, Group	Product	Product Description	Delivered Quantity	Unit Price	Extended Price
	Carrier: Generations Transport (No Freight Out)	Vehicle: Truck 306 - MHC Lease Tran:	Salesperson: Tim Curd			
	Order Number: 424022	Purchase Order Number: 2018-17	BOL Number: 1136688			
	07 ULS Dyed Diesel	ULS Dyed Diesel/Gallons		5,539.0000	2.17780	\$12,062.83
					Tax:	\$365.02
					Total This Item:	\$12,427.85
					NET 15 Days Terms:	\$0.00

Invoice Taxes	Certificate Number	Amount Due	Exempt
Federal Environmental Fee	716018462	\$5.54	No
Federal Oil Spill Fee	716018462	\$10.52	No
Arkansas Environmental Fee	716018462	\$16.62	No
Arkansas Excise Dyed Diesel	716018462	\$332.34	No

No terms discount available for this invoice.

Products Total: \$12,062.83
Shipping / Freight Total: \$0.00
Tax Total: \$365.02
Invoice Total: \$12,427.85
Discount Total: \$0.00
Net Invoice Total: \$12,427.85
Total Due: \$12,427.85

Bid 18-18, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday February 23, 2018

To: All Prospective Vendors

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

RE: Bid 18-18, Bulk Fuel

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

1. The following addition is made to the Technical Specifications:
5.2 UNLEADED REGULAR GASOLINE
c. Gasoline shall contain no ethanol.

2. Location for OPIS pricing is Rogers, AR



PETROLEUM TRADERS CORPORATION

7120 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 800-348-3705 x4

Company Overview

Petroleum Traders Corporation has been a pure wholesaler of fuels since 1979. We are an experienced supplier of wholesale gasoline, premium, winter blend diesel, heating oil, as well as renewable fuels such as biodiesel and ethanol to government agencies across the country. Our resources include a host of large and small local and nationally recognized carriers to complete fuel deliveries. We have accounts with 90% of large and independent fuel refiners in the United States to better ensure availability of product in the event of difficulties within a region of the country.

Petroleum Traders maintains one of America's largest fuel distribution networks with supply points in 39 states nationwide. As a coast-to-coast pipeline shipper, we can satisfy your supply requirements through either delivery or direct terminal access throughout the continental US. Our supply spans the United States from coast to coast. We use a host of nationally recognized and local common carriers to facilitate delivery. Our supply sources include 90% of the major oil companies and large independent suppliers. Since its inception in 1979, our company has built its strength on a singular purpose: to meet and exceed the expectations of our customers in every aspect possible, including accountable service, quality products and customized pricing programs. Petroleum Traders Corporation is proud to be the largest pure wholesale fuel distributor in the country.

Petroleum Traders is an experienced supplier of wholesale gasoline, diesel fuel, heating oil, as well as renewable fuels such as biodiesel and E85 ethanol to government agencies. Working as either as a contract or spot supplier, we work alongside city, county, state, federal, and township government agencies to provide significant fuel cost savings and assist in budgeting with fuel price management. Petroleum Traders is familiar with and regularly participates in gasoline, diesel, and heating oil Request for Proposals (RFPs) and Invitation for Proposals (IFPs).

With Petroleum Traders, you're not only buying from a price leader, you're also getting the best proactive service in the business. Our prompt, responsive, and proactive customer service offers 24/7 communication to give you the attention you deserve. Emergency service is available as well to make sure you get the fuel you need when you need it the most.

Petroleum Traders Corporation consists of about 137 employees divided into various departments to ensure the satisfaction of our customers. The Contract Sales/Bid Department currently consists of (15) employees ranging in experience from 1 to 24 years. The combined experience of the departments paired with the guidance of our upper management team will ensure accurate and responsible service is provided.

Generally, 24 hours is all that is required to complete a delivery. Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible.



**PETROLEUM TRADERS
CORPORATION**

7120 Point Inverness Way
Fort Wayne, IN 46804-7928

Contract Sales Bid Department

All contact regarding bids or awarded contracts are handled by the Contract Sales Bid Department.

This will include all requests for fuel delivery as well as any questions about contract specifications, invoicing, pricing, taxes, or product information.

Orders can be placed by emailing bidorders@petroleumtraders.com or by calling **1-800-348-3705 option 4**. Any staff member who answers will be able to assist you.

Company Representatives that will be servicing your fuel contract if awarded, include, but are not limited to, the following Contract Sales Specialists.

The current Bid staff includes the following members

Stephen Reuille

Austin Girardot

Kara Clark

Adam Carteaux

Rob Irwin

Nicole Perez

Bret Rhen

Kevin Smith

Seth Henline

Mariah Moonen

Tricia Alonzo

Alysha Waldren

Gayle Newton is the Contract Sales/Bids Manager. Her email is gnewton@petroleumtraders.com.

Joseph Vanderpool and Amanda Durnell are the Assistant Managers. Their email is jvanderpool@petroleumtraders.com and adurnell@petroleumtraders.com respectively.

For our customer's convenience, Petroleum Traders Corporation may be reached 24 hours a day, 7 days a week, 365 days a year. During normal business hours of 7AM to 5PM we may be reached at 800-348-3705 option 4.

For after hours, weekends, or holidays dial the same number, but choose option #1 for the on call member of our dispatch staff and leave a message. All calls are returned within one hour.

Carriers to be Used

Progressive Transport
3224 N Broadway
Ardmore, OK 73401
580-226-6117

Star Transport
3201 E. Highland
Jonesboro, AR
833-413-7827

Generations Transport
3403 Cavanaugh Road
Fort Smith, AR 72918
479-646-5243

Dupre Logistics
201 Energy Parkway
Suite 500
Lafayette, LA
337-237-8471 x2309

Fuel Suppliers

HWRT Oil Company
Coffeyville Resrouces
Hollyfrontier Refining
Fuel Marketing
Apex Oil Company
Transmontaigne
Valero

Terminals

Fort Smith, AR – Magellan
Rogers, AR - Magellan



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0188

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

VACATION OF A TREE PRESERVATION EASEMENT:

A RESOLUTION TO APPROVE THE VACATION AND ABOLISHMENT OF THE .67 ACRE TREE PRESERVATION EASEMENT DEDICATED AS PART OF THE LARGE SCALE DEVELOPMENT FOR THE CONSTRUCTION OF THE JD CHINA RESTAURANT ON MARTIN LUTHER KING BOULEVARD IN 2001

WHEREAS, the owner and developer of the JD China restaurant on a 1.76 acre parcel dedicated .67 acre tree preservation easement on the northern part of his parcel in 2001; and

WHEREAS, upon the closing of JD China, the owner desired to sell his 1.09 acre developed portion of his property to Raising Canes which did not want to accept ownership of the .67 acre tree preservation easement and property upon which the easement was located; and

WHEREAS, despite some concerns about creating future problems by splitting off this two-thirds of an acre parcel with substantial street frontage, but with no development rights into a separate lot, a lot split was granted in 2016; and

WHEREAS, the land owner now requests that the tree preservation easement covering this .67 acre lot be vacated and abolished to permit sale and development of this lot.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the owner of the .67 lot covered by a dedicated tree preservation easement has proven to the City Council's satisfaction that such vacation and abolishment of the tree preservation easement is in the best interest of the City of Fayetteville and therefore grants the land owner's request to vacate and abolish the existing tree preservation easement on this .67 parcel.

City of Fayetteville Staff Review Form

2018-0188

Legistar File ID

4/3/2018

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

John J. Scott- Urban Forester

3/16/2018

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Vacation of a Tree Preservation Easement: Parcel number 765-07564-000 along West Mitchell Street, to the north and adjacent to Raising Cane's Chicken Fingers on 1788 Martin Luther King Jr. Boulevard. The owner would like to vacate/abolish the tree preservation easement that encompasses the entire site. UDC 167.04 L.2

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



City Council Agenda Memo

TO: Mayor and City Council

THRU: Connie Edmonston, Parks and Recreation
Ted Jack, Parks Planning Superintendent

FROM: John Scott, Urban Forester

MEETING DATE: March 15, 2018

SUBJECT: **Vacation of a Tree Preservation Easement:** Parcel number 765-07564-000 along West Mitchell Street, to the north and adjacent to Raising Cane's Chicken Fingers on 1788 Martin Luther King Jr. Boulevard. The owner would like to vacate/abolish the tree preservation easement that encompasses the entire site. UDC 167.04 L.2

Background: The tree preservation easement on parcel number 765-07564-000 was dedicated as part of the development of JD China restaurant, LSD 00-36 when it was built in 2001(Exhibit A). The trees were placed in a tree preservation easement to meet the development requirements on the 1.76-acre lot to build the restaurant.

The restaurant closed and Raising Cane's proposed to purchase and split.

In 2016, a lot split LSP 16-5311 (Exhibit B) was submitted and approved. The lot split created an isolated tree preservation lot of .67 acres. The remaining 1.09 acres was sold to Raising Cane's to develop a new restaurant.. The resulting split created a lot that was almost entirely covered in a tree preservation area to meet the requirements of their previous project, LSD 00-36, JD China.

The applicant wishes to vacate the tree preservation easement to facilitate selling the property. According to UDC code, 167.04 L.2. "The geographic extent and location of tree preservation easements, once recorded, may only be modified, or abolished with the express approval of City Council. Applicants requesting such action shall bear the burden of proving to the City Council's satisfaction that such modification or abolition is in the best interest in the City of Fayetteville."

Planning and Urban Forestry staff have received several inquiries about this property from perspective buyers and informed the perspective buyers of the tree preservation easement.

Discussion: Urban Forestry staff does not have an official review of Lot Splits; however, we did express our concerns over this situation at the time LSP 16-5311 was being reviewed. The property owner was aware of the resulting situation created from the lot split, LSP 16-5311. It is a typical practice for the City to allow unbuildable lots to be created for uses such as tree preservation area, property owner's association landscape areas, detention ponds, or sewer lift stations. This practice includes clearly labeling the unbuildable lot for its use. The subject property was clearly labeled on JD China lot split plat as a Tree Preservation Easement to make it clear that this is not a buildable lot.

Recommendation: Staff recommends against vacating the tree preservation easement on Parcel 765-07564-000. This would set a precedent that would allow property owners to utilize lot splits to thwart tree preservation requirements and then vacate the tree preservation easement allowing sale of the parcel. Essentially, this would create a loophole for developers to avoid having long term tree preservation easements. Abolishing the tree preservation easement would negate the responsibility of the property owners to preserve trees. This would not be in the best interest of the City of Fayetteville.

Budget Impact: There is not a budget impact for this request.

Attachments:

Exhibit- A LSD 00-36, the original JD China tree preservation agreement.

Exhibit- B LSP 16-5311 Lot Split creating a lot composed of tree preservation easement

Exhibit – C Application from the owner the vacate the existing tree preservation easement.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Planning Commissioners

FROM: Kim J. Hesse, Landscape Administrator

DATE: March 23, 2001

SUBJECT: LSD 00-36 / J.D. China

I recommend approval of the tree protection plan for J.D. China Restaurant, to be located west of Burger King on Sixth St.

The front portion of the property is zoned C-2, commercial use. The site is a narrow, deep tract of land that is primarily tree covered with an average slope of 10%. It is this portion of the site, fronting on 6th street, that is zoned commercial and where the restaurant and associated parking is proposed. There are several existing Red and White Oak trees ranging from 15 to 24" D.B.H in this area. Four of these trees meet the city's definition of a rare tree. Toward the rear of the property, the portion zoned residential, the site begins to level off and is heavily forested in oak, hickory and pine.

I have worked with the engineering representative for this project since summer of last year to develop a tree friendly design. Originally, the developer of the property had planned to purchase only the commercial zoned portion of the site. After several attempts to locate the building and parking around the larger trees, it became apparent that due to the width of the site and the slope of the existing topography, little could be done to preserve existing trees if it were to be developed. In order for pedestrians, including handicapped individuals, to drive onto the site, park and walk to the building, extensive grading is required. It was my opinion that the only way to save the required canopy, or any canopy at all, was to limit the size of the development. It was at this point that the developer decided to purchase additional adjoining property in order to preserve the minimum percent canopy required for this zone. As a result, the proposal before you includes .37 acres in forested land that meets the required percentage of preserved canopy for the entire development.

It is true that the largest of the existing trees are to be removed. The ordinance does state that it is my discretion as to whether I believe the site can be reasonably developed and maintained and the trees saved. If I do not believe it can, I can approve removal of rare trees. This is a commercially zoned piece of property. The land is surely priced accordingly. It is not my discretion as to what is developed on a site or if a site can be utilized for it's zoned use. I can intervene only if the proposed use can be developed in a such a way as to save trees. I **was not** able to find a way to reasonably grade this site for this use and save trees. Since additional land was purchased with the intent to save the minimum percent canopy, I feel an obligation to approve the tree preservation plan. The canopy that is being preserved is heavily forested and will sustain value for buffering adjacent residential zoning, wildlife habitat, pollution remediation and several other benefits.



March 1, 2016

Bill Gagner
Blew and Associates, PA
524 W. Sycamore
Fayetteville, AR 72703

VIA EMAIL: bill@blewinc.com

Re: Lot Split Approval: LSP 16-5311 (JD China/Raising Cane's)

Dear Mr. Gagner,

This letter documents that City Staff has completed the review of and administratively approved the subject lot split for JD China (LSP 16-5311). The official administrative approval date will be February 29, 2016. The plat can be stamped for recordation when all conditions of approval provided at the January 13, 2016 Technical Plat review meeting have been met, including:

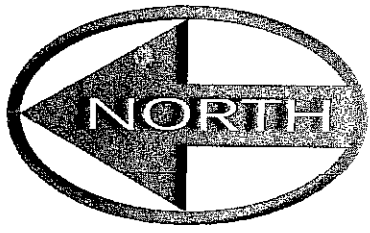
1. The tree preservation area shall be clearly delineated and noted as unbuildable.

If you have any questions, please feel free to contact me at (479) 575-8308.

Sincerely,

A handwritten signature in blue ink, appearing to read "JFulcher", is written over a light blue circular stamp.

Jesse Fulcher
Senior Planner



CERTIFICATE OF OWNERSHIP & DEDICATION

WE, THE UNDERSIGNED OWNERS, REPRESENTING ONE HUNDRED PERCENT (100%) OWNERSHIP OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY DEDICATE FOR PUBLIC UTILITY COMPANIES (INCLUDING ANY CABLE TELEVISION COMPANY HOLDING A FRANCHISE GRANTED BY THE CITY OF FAYETTEVILLE) THE EASEMENTS AS SHOWN ON THIS PLAT FOR THE PURPOSE OF INSTALLATION OF NEW FACILITIES AND THE REPAIR OF EXISTING FACILITIES. ALSO ESTABLISHED HEREBY IS THE RIGHT OF INGRESS AND EGRESS TO SAID EASEMENTS, THE RIGHT TO PROHIBIT THE ERECTION OF BUILDINGS, STRUCTURES, OR FENCES WITHIN SAID EASEMENTS, AND THE RIGHT TO REMOVE OR TRIM TREES WITHIN SAID EASEMENTS.

LEE FAMILY TRUST, LTR MAY 11, 1995

3-7-16

3-7-16

03-07-16

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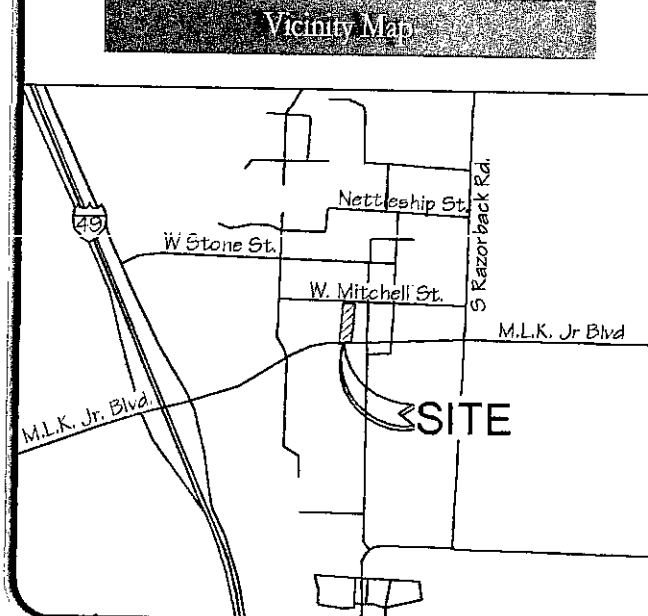
TRACT SPLIT

The Tree Preservation Areas as indicated on this easement plat constitute a covenant running with the title of the subject property and are denoted for the property owners and their future successors, assignees or transferees to preserve, protect and maintain existing tree canopy. No tree removal or land disturbance as defined within the City of Fayetteville Unified Development Ordinance may occur within the Tree Preservation Area unless approved by the City of Fayetteville. Persons seeking removal of such Tree Preservation Area, or requesting to modify the property in such a way as to affect the canopy within, must seek approval from the City Council through a request made by the Urban Forester of the City of Fayetteville.

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION

By: Ang Date: 03-08-14

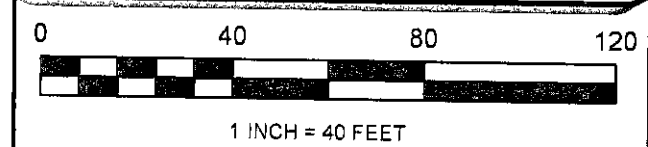
SE CORNER
SE 1/4, SW 1/4
SECTION 17
T-10-N, R-30-W
P.O.C.



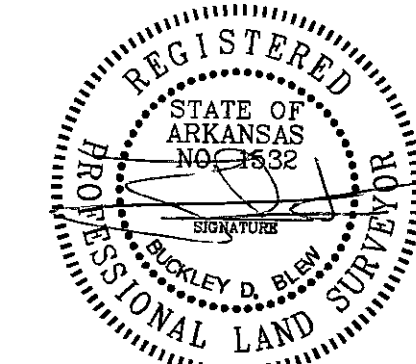
Utility Notes

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BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 5TH DAY OF JANUARY, 2016



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

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

524 W. SYCAMORE ST, SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization No 1534

DRAWN BY & DATE	REVIEWED BY:	SURVEYED BY:
M.B. 1/12/2016	B.G.	T.C.
COUNTY & STATE	JOB NUMBER	
WASHINGTON COUNTY, ARKANSAS	16-025	
LOCATION		
SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST		
FOR THE USE AND BENEFIT OF:		

ED
SNODGRASS

WEST MITCHELL STREET
(27' ASPHALT - R/W VARIES)

Parcel: 765-07571-001
WARD WILLIAM L REVOCABLE
TRUST
915 N PARK AVE, FAYETTEVILLE
72701
Washington, AR
Zoned RMF-24

Parcel: 765-07571-000
CKM ENTERPRISES
1509 WESLEY
AVE, SPRINGDALE 72764-0901
Washington, AR
Zoned C-2

M.L.K. JR. BOULEVARD
(64' ASPHALT - 120' R/W)

Parcel: 765-07561-001
PANETTONE PROPERTIES LLC
5304 PLEASANT LN, ROGERS 72758
Washington, AR
Zoned RMF-24

Parcel: 765-07561-000
MID-CITY CENTER LLC
MR STEVE RAPIER,
NEW ORLEANS 70161
Zoned C-2

Miscellaneous Notes

STATE RECORDING NUMBER:

500-16N-30W-0-17-320-72-1532

COMPLETED FIELD WORK:

JANUARY 3, 2016

BASIS OF BEARING:

ARKANSAS STATE PLANE, NORTH ZONE, NAD 83

REFERENCE DOCUMENTS:

1. WARRANTY DEED FILED IN DEED BOOK 2005 AT PAGE 48065.

2. PREVIOUS ALTA SURVEY BY BLEW & ASSOCIATES JOB # 15-1172

SOME FEATURES SHOWN ON THIS PLAT MAY BE

SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET

AND DECIMAL PARTS THEREOF UNLESS OTHERWISE

NOTED. MONUMENTS WERE FOUND AT POINTS

WHERE INDICATED.

BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS

PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD

INSURANCE RATE MAP, COMMUNITY PANEL NO.

05143C0220F, WHICH BEARS AN EFFECTIVE DATE OF

05/16/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD

AREA.

Zoning & Setback Information

ZONED: THOROUGHFARE COMMERCIAL (C-2)

REQUIREMENTS:

FRONT BUILDING SETBACK: 15'

FRONT BUILDING SETBACK:

50' IF PARKING IS ALLOWED BETWEEN THE RIGHT-OF-WAY AND BUILDING

SIDE BUILDING SETBACK: NONE

SIDE BUILDING SETBACK: 15'

WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT

REAR BUILDING SETBACK: 20'

CORNER SETBACK: NONE

Owner/Developer

PARCEL: 765-07564-000
LEE FAMILY TRUST; CHANG, YUTA
1850 ROCKWOOD LN
FAYETTEVILLE, AR 72701

Survey Description

PARENT TRACT:

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN WHICH IS N87°00'51"W 200.18' AND N02°59'09"E 225.42' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S89°16'28"W 153.70' TO A SET IRON PIN, THENCE N03°01'05"E 505.52' TO A FOUND IRON PIN, THENCE S87°02'38"E 153.10' TO A FOUND IRON PIN, THENCE S02°59'09"W 495.65' TO THE POINT OF BEGINNING, CONTAINING 1.76 ACRES MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

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Legend of Symbols & Abbreviations

- BOUNDARY LINE
- FOURTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- FENCE
- BUILDING SET BACK (B.S.B.)
- UTILITY EASEMENT (U.E.)
- OVERHEAD POWER LINE
- SEWER LINE
- FOUND MONUMENT (AS NOTED)
- SET 1/2" REBAR & CAP
- POWER POLE
- STORM WATER
- GAS METER
- LIGHT
- TELEPHONE PEDESTAL
- WATER METER
- ELECTRICAL BOX
- BANITARY SEWER
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- N.T.S. NOT TO SCALE
- M.S.P. MASTER STREET PLAN



Doc ID: 016763730001 Type: REL
Kind: SURVEY
Recorded: 03/09/2016 at 08:38:54 AM
Fee Amt: \$15.00 Page 1 of 1
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2016-00006131



Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

524 W. Sycamore Street Suite #4 Fayetteville, AR 72703

PH: 479-443-4506 * FAX: 479-582-1883

<http://www.blewinc.com>

City of Fayetteville Planning Department

January 12, 2016

Re: 1470 W. Martin Luther King Blvd.
Fayetteville, AR 72701

To whom it may concern:

Our client, Ed Snodgrass, is requesting to split a parcel located at 1740 West Martin Luther King Blvd. The existing property is a 1.76 acre parcel of land. The result of this split will be two separate tracts of land consisting of a 0.67 acre and a 1.09 acre parcel. The property is currently zoned C-2. If you have any questions, please give us a call.

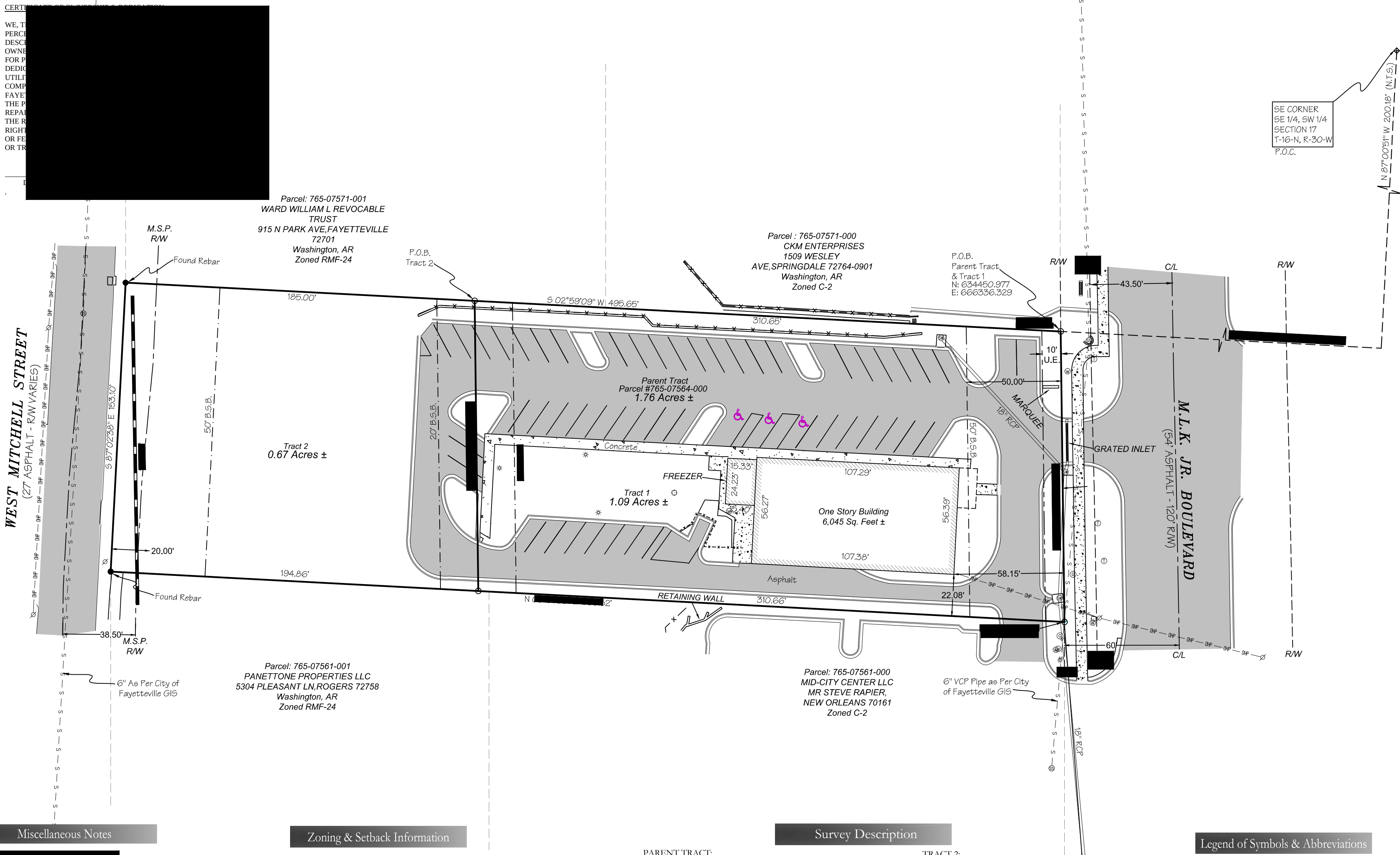
Sincerely,

William Gagner, PLS
Project Manager
Blew & Associates, P.A.



TRACT SPLIT

CERTIFICATE OF SURVEY
WE, THE SURVEYOR,
PERCEIVE AND
DESCRIBE THE
OWNERS' INTEREST
FOR THE
DEDICATED
UTILITY
COMPASS
FAYETTEVILLE
THE PLAT
REPAIRS
THE RIGHT
OR FUTURE
OR TRACT



Miscellaneous Notes



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BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0220F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Zoning & Setback Information

ZONED: THOROUGHFARE COMMERCIAL (C-2)

REQUIREMENTS:

FRONT BUILDING SETBACK: 15'
FRONT BUILDING SETBACK: 50' IF PARKING IS ALLOWED BETWEEN THE RIGHT-OF-WAY AND BUILDING

SIDE BUILDING SETBACK: NONE
SIDE BUILDING SETBACK: 15', WHEN CONTIGUOUS TO A RESIDENTIAL DISTRICT

REAR BUILDING SETBACK: 20'
CORNER SETBACK: NONE

Owner/Developer

PARCEL: 765-07564-000
LEE FAMILY TRUST; CHANG, YUTA
1850 ROCKWOOD LN
FAYETTEVILLE, AR 72701

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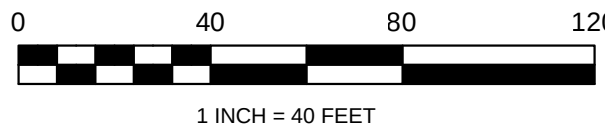
Vicinity Map



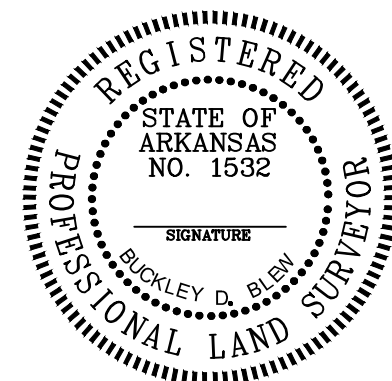
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BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES



I HEREBY CERTIFY THIS TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF ON THIS THE 5TH DAY OF JANUARY, 2016.



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FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

524 W. SYCAMORE ST, SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

Certificate of Authorization No 1534

DRAWN BY & DATE:	REVIEWED BY:	SURVEYED BY:
M.B. 1/12/2016	B.G.	T.C.

COUNTY & STATE:	JOB NUMBER:
WASHINGTON COUNTY, ARKANSAS	16-025

LOCATION:
SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST

FOR THE USE AND BENEFIT OF:
ED SNODGRASS

CITY OF FAYETTEVILLE, ARKANSAS

LOT SPLIT

FOR STAFF USE ONLY	LSP FEE:	\$200.00
	Tabled Tech Plat Resubmittal FEE:	\$200.00/resubmittal
Date Application Submitted:		S-T-R:
Date Accepted as Complete:		PP#:
Project Number:		Zone:
Public Hearing Date:		

Please fill out this form completely, supplying all necessary information and documentation to support your request.
 Your application will not be processed until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

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

Name: Ed Spodgrass

Name: William G. GAGNER

E-mail: els@benchmark-engineers.com

E-mail: bill@blewinc.com

Address: _____

Address: 524 W. Sycamore St.

Suite 4

Fayetteville, AR 72703

Phone: 903-534-5353

Phone: 479-443-4506

Fax: 903-534-8352

Fax: 479-582-1883

Site Address / Location: 1740 W MARTIN Luther King Blvd.

	Zoning District	Assessor's Parcel Numbers for the Properties	Size of Parent Tract (acres)	Size of Resulting Tracts (acres)		
Tract A	C-2	765-07564-000	1.76	0.67	1.09	
Tract B						
Tract C						
Tract D						

Previous division of parent tract since 1985 (dates and brief description):

FINANCIAL INTERESTS

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

LEE Family TRUST; CHARLIE, YUTA
RAISING CANES
BENCHMARK DESIGN GROUP

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

NAME (PRINTED): William G. GAGNER Date: 1/12/2016

Signature: William G. Gagner

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on her/his behalf.)

Name (printed): LAWRENCE MCCORMACK Address: 6900 Bishop Flann TX 75024

Signature: LAWRENCE MCCORMACK

Date: 1/14/16 Phone: 972.769.3304

Name (printed): YUTA CHANG Address: 2790 E. MUCKERLYT XING

Signature: YUTA CHANG FAYETTEVILLE AR 72703

Date: 01-15-16 Phone: _____

Application Checklist

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application (\$200.00 lot split fee). Any resubmittal required due to project being tabled at Tech Plat will require a \$200.00 fee per resubmittal.
- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal.
- (3) One (1) hard copy and one (1) CD containing a digital copy in PDF format of the signed application, correspondence letter and the survey of the property showing all required information for a Lot Split listed on the Plat Requirements checklist in Section 166.02 of the Fayetteville Unified Development Code. These requirements are listed on the Plat Requirements page in this application. Clearly label all original and proposed property lines.
- (4) If this lot split results in a tract(s) of less than 1.6 acres, approval from the Arkansas Department of Health is required allowing for an individual sewage disposal system prior to the property line adjustment application.
- (5) If located within the City's Planning Area and this lot split results in a tract(s) of less than 1.0 acre, approval from the Washington County Planning Department is required prior to the City accepting this application.

Note:

In order for the Washington County Assessor's Office to officially recognize this lot split on the deed for the property, a Correction Deed or Quitclaim Deed must be filed along with the Lot Split survey. Please submit this deed with the final, revised copy of the Lot Split survey plat for City of Fayetteville "Approval for Recording".

PLAT REQUIREMENTS FOR A LOT SPLIT (From Section 166.03 of Fayetteville Unified Development Code)
Name, address, zoning and property lines of all property owners adjacent to the exterior boundaries of the project.
Name, address, telephone numbers of owner(s), developer(s) and project representatives
North arrow, scale (graphic and written), date of preparation, zoning classification, and proposed use.
Title block located in the lower right hand corner indicating the name and type of project, scale, firm or individual preparing drawing, date and revisions.
Provide a complete and accurate legend.
A vicinity map of the project with a radius of 1.5 miles from the project. This map shall include any Master Street Plan streets as well as the 100 year flood plain boundary.
Street right-of-way lines clearly labeled. The drawing shall depict any future R.O.W. needs as determined by the AHTD and Master Street Plan. Future R.O.W. as well as existing R.O.W. and center lines should be shown and dimensioned.
The location of all existing structures.
Written legal descriptions including area in square feet or acres that read clockwise for the original and resulting tracts (Note: If the project is contained in more than one tract, the legal for each individual tract and a total tract description must be provided.)
Boundary survey of the property shown on the plat. The surveyor shall seal, sign and date the survey. The survey shall be tied to state plane coordinates.
Provide a benchmark, clearly defined with an accuracy of 1/100'. This benchmark must be tied to USC and GS Datum. Benchmarks include but are not limited to the following: fire hydrant, man hole, etc.
Point-of-beginning from a permanent well-defined reference point. This P.O.B. shall be clearly labeled on the drawing.
Each plat shall have 2 points described in State Planes Coordinates, Arkansas, North, North American Datum, 1983 (NAD 83)
Show 100-yr. floodplain and/or floodway and based flood elevations. Reference the FIRM panel number and effective date.
Show on the drawing all known on-site and off-site existing utilities and easements (dimensioned) and provide the structure's locations, types, and condition and note them as "existing" on the plat.
Existing easements shall show the name of the easement holder, purpose of the easement, and the book and page number for the easement. If an easement is blanket or indeterminate in nature, a note to this effect shall be placed on the plat or plan.
Sanitary sewer systems:
a. Provide pipe locations, sizes, and types; and service location.
b. Manhole locations of rim and invert elevations
Water systems, on or near the site:
a. Provide pipe locations, types, and sizes; and service location.
b. Note the static pressure and flow of the nearest hydrant if requested.
c. Show location of proposed fire hydrants and meters.
State the width, location, and purpose of all proposed easements or rights of way for utilities, drainage, sewers, flood control, ingress/egress or other public purposes within and adjacent to the project.
The location, widths, grades, and names of all existing and proposed streets (avoid using first names of people for new streets), alleys, paths, and other rights-of-way, whether public or private, within and adjacent to the project; private easements within and adjacent to the project; and the radius of each centerline curve. Private streets shall be clearly indicated and named. Names of streets should be approved by the 911 Coordinator.
The location of known existing or abandoned water wells, sumps, cesspools, springs, water impoundments, and underground structures within the project.
The location of known existing or proposed ground leases or access agreements, if known. (e.g. shared parking lots, drives, areas of land that will be leased)
The location and size of existing and proposed signs, if any.
Draft of covenants, conditions, and restrictions, if any.
Show required building setbacks. Provide a note on the plat of the current setback requirements for the subdivision. A variance is necessary from the Board of Adjustment for proposed setbacks less than those set forth in the zoning district.
Any other data or reports as deemed necessary for project review by the Zoning and Development Administrator, City Engineer or Planning Commission.
Signature block certifying ownership, title and dedication.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

March 14, 2018

City of Fayetteville
Development Services
125 W. Mountain Street
Fayetteville, AR 72701

SUBJECT: Tree Preservation Area Vacation
 Blew Project #18-662

To Whom It May Concern:

On behalf of our client, Yuta Chang, we are submitting a vacation application for review. The property is basically unusable with the tree dedication easement that exists. My client would like to remove said easement to make the property usable.

Sincerely,

Terek Sigmon
Blew & Associates, PA

THE LOCATIONS OF UTILITIES SHOWN HEREON ARE FROM OBSERVED EVIDENCE OF ABOVE GROUND APPURTENANCES ONLY. THE SURVEYOR WAS NOT PROVIDED WITH UNDERGROUND PLANS OR SURFACE GROUND MARKINGS TO DETERMINE THE LOCATION OF ANY SUBTERRANEAN USES.

BEFORE DIGGING IN THIS AREA, CALL "ONE CALL" 811 FOR FIELD LOCATIONS (REQUEST FOR GROUND MARKINGS) OF UNDERGROUND UTILITY LINES

Legend

- BOUNDARY LINE
- FORTY LINE
- CENTERLINE OF ROAD
- RIGHT-OF-WAY
- SET/FOUND 1/2" REBAR

STATE RECORDING NUMBER:
500-16N-30W-0-17-320-72-1532

COMPLETED FIELD WORK:
MARCH 09, 2018

BASIS OF BEARING:
ARKANSAS STATE PLANE, NORTH ZONE, NAD 83

REFERENCE DOCUMENTS:
1. WARRANTY DEED FILED IN DEED BOOK 2016 AT PAGE 9399.
2. SURVEY PLAT FILED IN PLAT BOOK 2016 AT PAGE 6131.

SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY

DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.

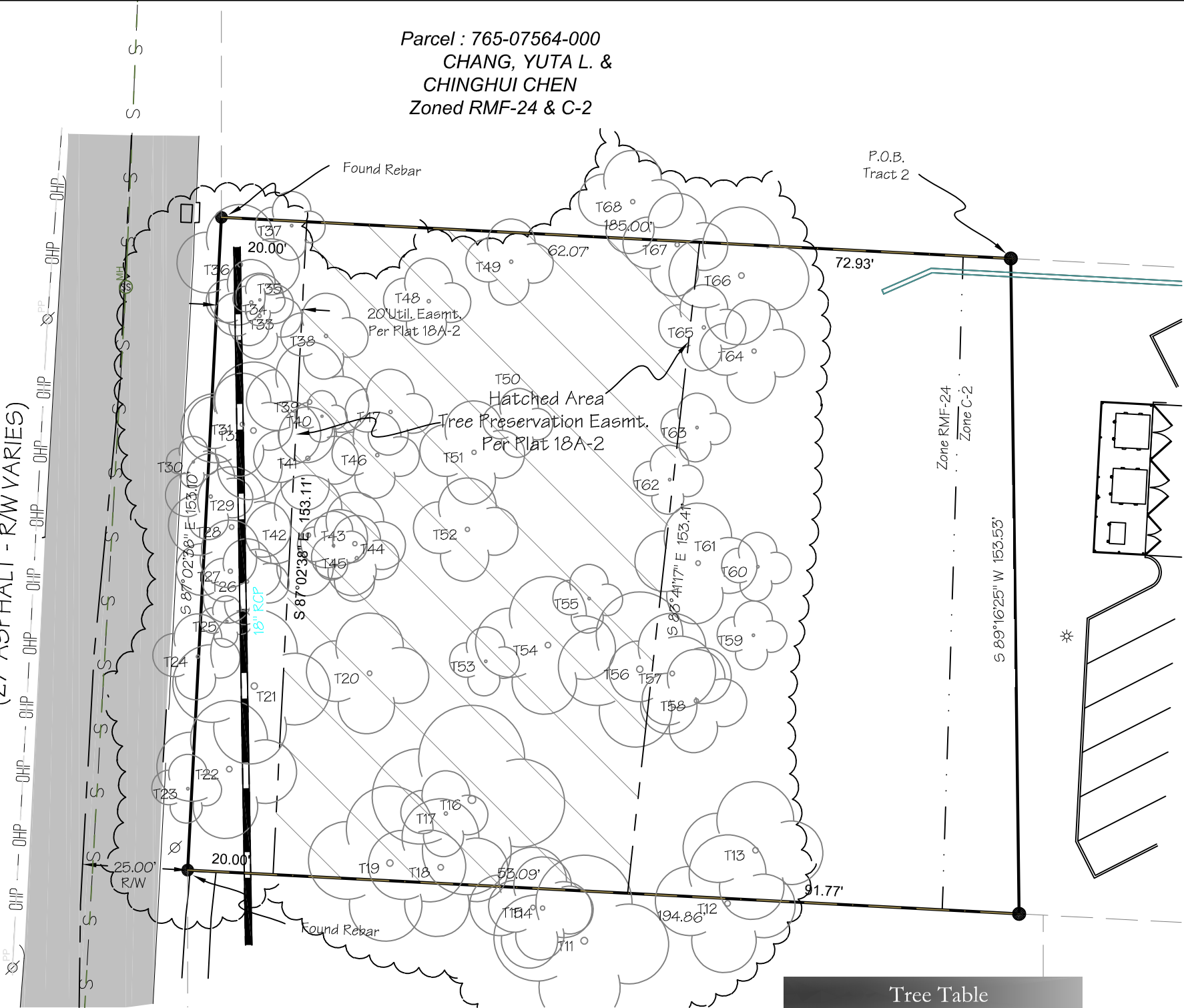
BY GRAPHIC PLOTTING ONLY, NO PORTION OF THIS PROPERTY IS IN ZONE "A" OR "AE" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 05143C0220F, WHICH BEARS AN EFFECTIVE DATE OF 05/16/2008 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

Survey Description

A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN WHICH IS N87°00'51"W 200.18' AND N02°59'09"E 536.07' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S89°16'25"W 153.53' TO A SET IRON PIN, THENCE N03°01'05"E 194.86' TO A FOUND IRON PIN, THENCE S87°02'38"E 153.10' TO A FOUND IRON PIN, THENCE S02°59'09"W 185.00' TO THE POINT OF BEGINNING. CONTAINING 0.67 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

Parcel : 765-07564-000
CHANG, YUTA L. &
CHINGHUI CHEN
Zoned RMF-24 & C-2

WEST MITCHELL STREET
(27' ASPHALT - RW VARIES)



Tree Table

Tag	Trunk	Comment	T18	16"	POST OAK	T36	14"	POST OAK	T54	16"	POST OAK
T1	8"	MAPLE	T19	18"	POST OAK	T37	8"	POST OAK	T55	8"	MAPLE
T2	8"	MAPLE	T20	14"	POST OAK	T38	10"	POST OAK	T56	18"	POST OAK
T3	10"	MAPLE	T21	18"	POST OAK	T39	14"	POST OAK	T57	14"	POST OAK
T4	10"	MAPLE	T22	16"	POST OAK	T40	6"	ELM	T58	12"	POST OAK
T5	10"	MAPLE	T23	8"	ELM	T41	12"	POST OAK	T59	8"	ELM
T6	10"	MAPLE	T24	10"	POST OAK	T42	14"	POST OAK	T60	8"	RED OAK
T7	6"	BRADFORD	T25	6"	POST OAK	T43	8"	ELM	T61	14"	POST OAK
T8	6"	BRADFORD	T26	10"	POST OAK	T44	12"	POST OAK	T62	8"	IRONWOOD
T9	6"	BRADFORD	T27	12"	POST OAK	T45	10"	CHERRY	T63	8"	IRONWOOD
T10	12"	MAPLE	T28	14"	POST OAK	T46	10"	HICKORY	T64	12"	ELM
T11	20"	POST OAK	T29	10"	POST OAK	T47	10"	POST OAK	T65	10"	IRONWOOD
T12	16"	POST OAK	T30	6"	HICKORY	T48	10"	POST OAK	T66	16"	POST OAK
T13	16"	POST OAK	T31	12"	POST OAK	T49	10"	POST OAK	T67	12"	POST OAK
T14	12"	POST OAK	T32	16"	POST OAK	T50	8"	RED OAK	T68	12"	POST OAK
T15	14"	POST OAK	T33	10"	ELM	T51	12"	POST OAK			
T16	22"	POST OAK	T34	10"	POST OAK	T52	12"	HICKORY			
T17	10"	POST OAK	T35	6"	POST OAK	T53	8"	ELM			

FIRM:
BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

524 W. SYCAMORE ST, SUITE 4
FAYETTEVILLE, ARKANSAS 72703
OFFICE: 479.443.4506
FAX: 479.582.1883
www.BLEWINC.com

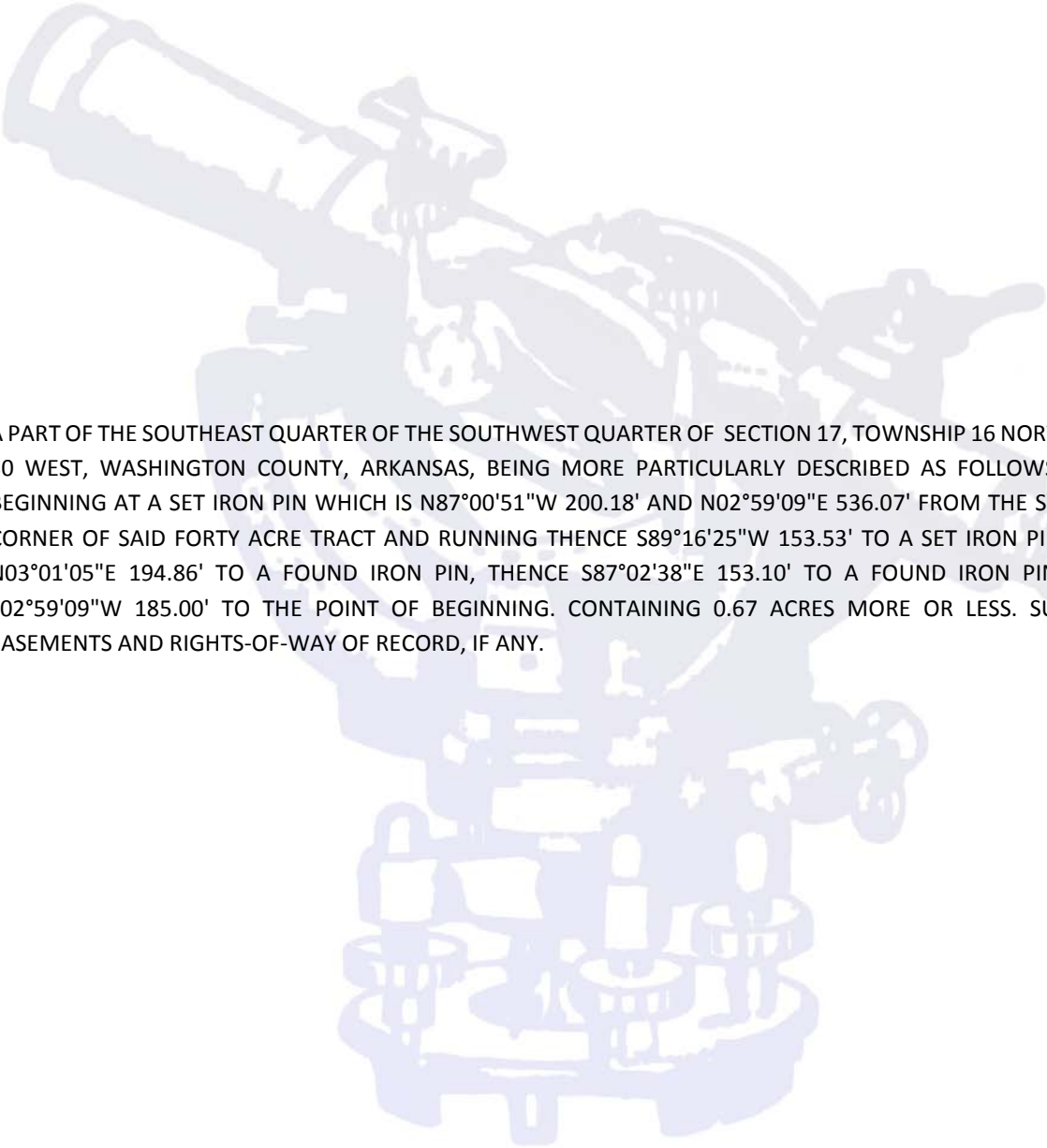
Certificate of Authorization № 1534

DRAWN BY & DATE: TKS 03-14-18	REVIEWED BY: TS	SURVEYED BY: RS
COUNTY & STATE: WASHINGTON COUNTY, ARKANSAS	JOB NUMBER: 18-662	

LOCATION: PART OF SE 1/4 SW 1/4,
SEC 17, T-16-N, R-30-W

FOR THE USE AND BENEFIT OF:

VACATION PLAT FOR THE USE
AND BENEFIT OF YUTA CHANG



A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A SET IRON PIN WHICH IS N87°00'51"W 200.18' AND N02°59'09"E 536.07' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE S89°16'25"W 153.53' TO A SET IRON PIN, THENCE N03°01'05"E 194.86' TO A FOUND IRON PIN, THENCE S87°02'38"E 153.10' TO A FOUND IRON PIN, THENCE S02°59'09"W 185.00' TO THE POINT OF BEGINNING. CONTAINING 0.67 ACRES MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

Adjacent Parcel Owners

Parcel # 765-07568-000
Steelehog LLC
20 E Spring St, Ste 201 Fayetteville, AR 72701
RMF-24

Parcel # 765-07571-001
William L Ward Revocable Trust
915 N Park Ave Fayetteville, AR 72701
RMF-24 & C-2

Parcel # 765-07564-002
Kasada LLC
910 S Acadian Baton Rouge, LA 70806
C-2

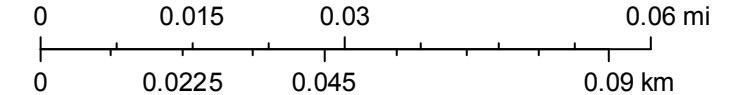
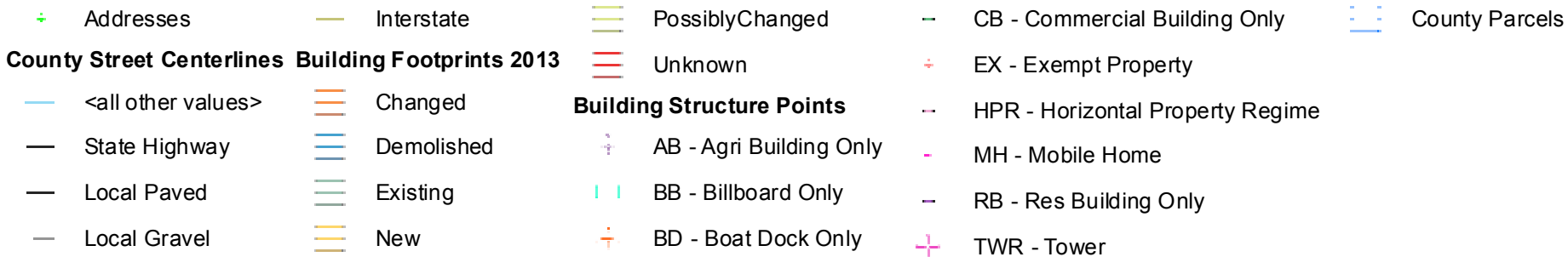
Parcel # 765-07561-001
Panettone Properties LLC
5304 Pleasant Ln Rogers, AR 72758
RMF-24

Washington County Public Map System



March 14, 2018

1:1,194



WASHINGTON COUNTY, AR
Washington County, AR



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0177

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

AN ORDINANCE TO APPROVE VAC 18-6119 FOR PROPERTY LOCATED AT 2021 E. MISSION BOULEVARD TO VACATE A PORTION OF A WATER AND SEWER RIGHT OF WAY GRANT

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

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

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

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

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

Section 3: This vacation approval is subject to the condition that any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense.

City of Fayetteville Staff Review Form

2018-0177

Legistar File ID

4/3/2018

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

Garner Stoll

3/16/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 18-6119: Vacation (2021 E. Mission Blvd. /Mission Heights, 370-371): Submitted by BLEW & ASSOCIATES, INC. for properties located at 2021 E. MISSION BLVD. The properties are zoned NC, NEIGHBORHOOD CONSERVATION & CS, COMMUNITY SERVICES and contain approximately 1.83 acres. The request is to vacate a portion of a water and sewer easement.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Garner Stoll, Development Services Director

FROM: Harry Davis, Current Planner

DATE: March 16, 2018

SUBJECT: **VAC 18-6119: Vacation (2021 E. Mission Blvd. /Mission Heights, 370-371):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 2021 E. MISSION BLVD. The properties are zoned NC, NEIGHBORHOOD CONSERVATION & CS, COMMUNITY SERVICES and contain approximately 1.83 acres. The request is to vacate a portion of a water and sewer easement.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **VAC 18-6119** with the following condition of approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense.

BACKGROUND:

The subject property is an unused easement within the Mission Heights Subdivision. Mission Heights is southeast of the intersection of Mission Boulevard and Lisa Lane, is zoned CS, Community Services, and contains 1.83 acres. The site is currently vacant with some dedicated utility easements. The subject water and sewer easement runs through several other properties in the Mission Heights subdivision, which are all zoned NC, Neighborhood Conservation.

Proposal: The applicant proposes to vacate a water and sewer easement for development.

DISCUSSION:

On March 12, 2018, the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 7-0-1 (Commissioner Hoffman recused), as a part of the consent agenda.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Exhibit A

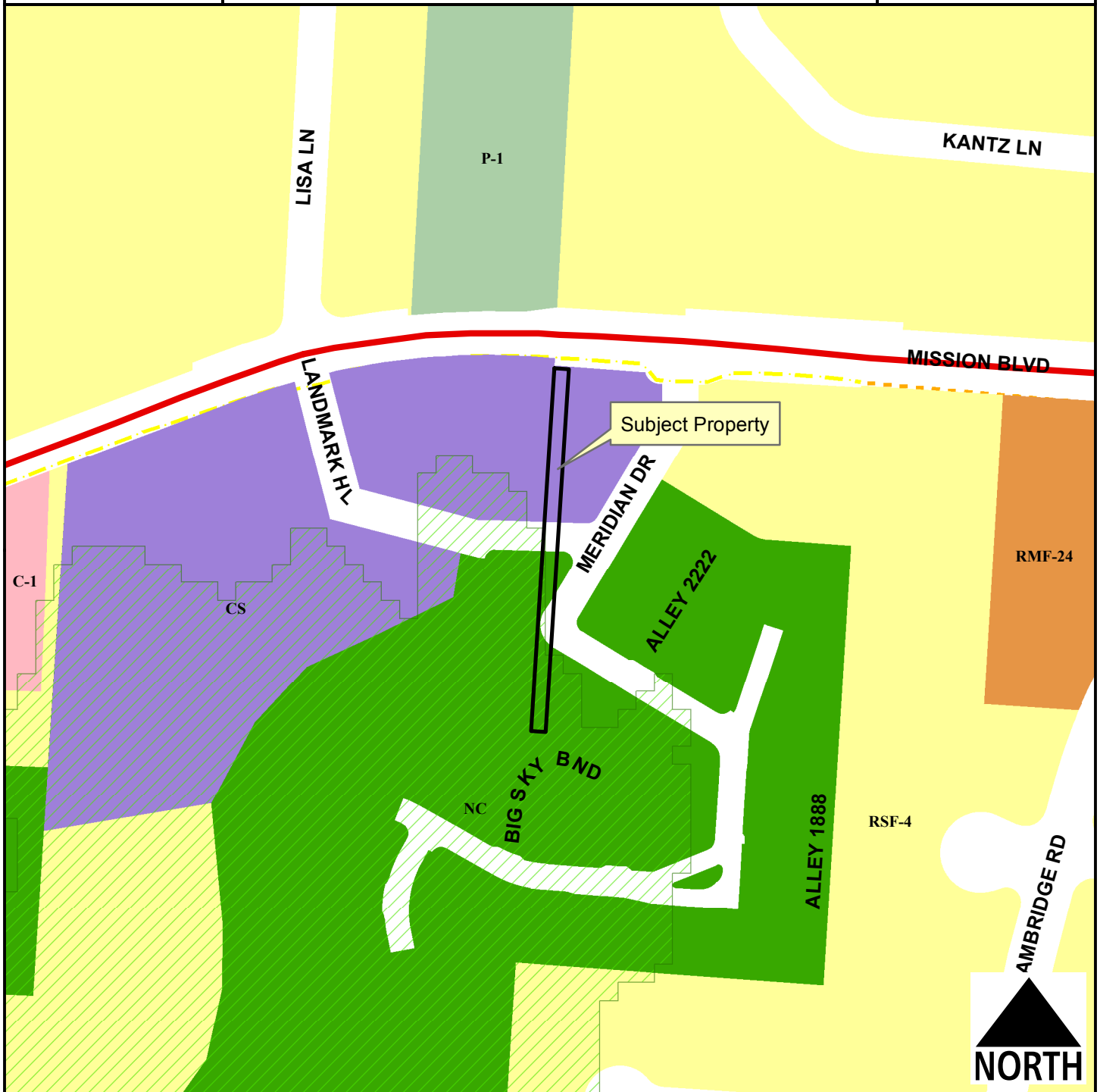
- Exhibit B
- Application
- Planning Commission Staff Report

VAC18-6119

MISSION HEIGHTS

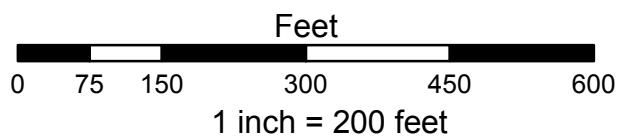
18-6119
EXHIBIT 'A'

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- C-1
- Community Services
- Neighborhood Conservation
- P-1

18-6119
EXHIBIT 'B'

Water and Sewer Easement (to be abandoned):

A part of the Southwest $\frac{1}{4}$ (SW $\frac{1}{4}$) of the Southeast $\frac{1}{4}$ (SE $\frac{1}{4}$) of Section Two (2),
Township 16 North, Range 30 West:

More particularly described as beginning at a point approximately 40 feet south of the northwest corner of said 40 acre tract said point being also on the south right-of-way line of State Highway Number 45; running thence south 500 feet; thence east 20 feet; thence north 500 feet; thence west 20 feet to the point of beginning.

As described in Right of Way Grant recorded in Deed Book 709, Page 141 of the Washington County, Arkansas records.

CITY OF FAYETTEVILLE, ARKANSAS

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

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

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: East Mission Boulevard, LLC

Address: P.O. Box 2901
Fayetteville, AR 72702

Phone: ()

Email: _____

Fax: ()

Site Address / Location: East Mission Boulevard, Fayetteville, AR.

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

Name: Sebrina Ricks, Project Manager
Blew & Associates, P.A.

Address: 524 W. Sycamore St., Ste. 4
Fayetteville, AR 72703

Phone: (501) 455-4984

Email: sebrina@global-surveying.com

Fax: (501) 758-9782

Legal description of area to be vacated (attach separate sheet if necessary):
See attached Easement Description.

Current Zoning District: Community Services and Neighborhood Conservation. (Hillside/Hilltop Overlay District)

Assessors Parcel Number(s) for subject property: 765-30433-000, 765-30464-000, 765-30456-000,
765-30457-000

FINANCIAL INTERESTS

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

East Mission Boulevard, LLC

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): Sebrina Ricks

Date: 2/13/18

Signature: Sebrina Ricks

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: () _____

Name (printed): _____

Address: _____

Signature: _____

Date: _____

Phone: () _____

Vacation Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 \$200.00 application fee
 \$5.00 public notification sign fee
- (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- (7) Documentation stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated.
- (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.
- (9) Petition to vacate street right-of-way, alley, or easement (sample petition is attached).

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

Utility Representatives for a Vacation Request *

Name	Company	Telephone	Email
Jeff Hamilton	AT&T	442-3107	jh5430@att.com
Chad Hodge	Cox Communications	871-0339	Chad.Hodge@cox.com
John Le	AEP/SWEPCO	973-2426	ttle@aep.com
Scott Stokes	Black Hills Corp.	435-0229	Scott.Stokes@blackhillscorp.com
Wes Mahaffey Or Mike Phipps	Ozarks Electric	684-4949 684-4696	wmahaffey@ozarksecc.com mphipps@ozarksecc.com

City Divisions:

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

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

City of Fayetteville
Appointment of Agent Affidavit

We, East Mission Boulevard, LLC (Property Owner(s)), certify by our signature that we hereby authorize Blew & Associates, P.A. (Authorized Representative) to act as my agent regarding the rezoning, variances, annexation, platting, easement/Right-of-Way/Alley/Street abandonments, relocations, and/or dedications of the below described property. Property described as:

Parcel Numbers: 765-30433-000, 765-30464-000, 765-30455-000, 765-30456-000, 765-30457-000, and 765-29879-000; also known as Lot 69, Mission Heights Phase 2, Lots 44, 45, 46, and 68, Mission Heights Phase 2A, and Lot 67, Mission Heights Phase 1.

	Managing Partner	2-13-18
Signature of Title Holder	Title	Date

Subscribed and sworn to me, a Notary Public on this ____ day _____ of, 2018.

Notary Public: _____

My commission expires: _____



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

MEETING DATE: March 12, 2018 **UPDATED W PC RESULTS**

SUBJECT: **VAC 18-6119: Vacation (2021 E. Mission Blvd. /Mission Heights, 370-371):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 2021 E. MISSION BLVD. The properties are zoned NC, NEIGHBORHOOD CONSERVATION & CS, COMMUNITY SERVICES and contain approximately 1.83 acres. The request is to vacate a portion of a water and sewer easement.

RECOMMENDATION:

Staff recommends forwarding **VAC 18-6119** to City Council with a recommendation for approval with conditions.

BACKGROUND:

The subject property is southeast of the intersection of Mission Boulevard and Lisa Lane, is zoned CS, Community Services, and contains 1.83 acres. The site is currently vacant with some dedicated utility easements. The subject water and sewer easement runs through several other properties in the Mission Heights subdivision, which are all zoned NC, Neighborhood Conservation. Surrounding land uses and zoning districts are in *Table 1*.

Table 1
Surrounding Zoning and Land Use

Direction	Land Use	Zoning
North	Mission Boulevard Baptist Church; Westwood Gardens	P-1, Institutional; RSF-4, Residential Single-family, 4 Units per Acre
South	Undeveloped	NC, Neighborhood Conservation
East	Single-family Residential	NC, Neighborhood Conservation
West	Undeveloped	NC, Neighborhood Conservation

Proposal: The applicant proposes to vacate a water and sewer easement for development.

DISCUSSION:

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

UtilityResponse

Cox Communications

No objections, provided that any damage to or relocation of existing facilities will be at the owner/developer's expense.

AEP/SWEPCO

No objections and no comment.

BlackHills Energy AR

No objections and no comment.

AT&T

No objections and no comment.

Ozarks Electric

No objections and no comment.

City of FayettevilleResponse

Water/Sewer

No objections and no comment.

Solid Waste & Recycling

N/A

Transportation

N/A

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding **VAC 18-6119** to the City Council with a recommendation for approval subject to the following conditions:

Conditions of Approval:

1. Any relocation of or damage to existing utilities or existing facilities shall be at the owner/developer's expense;

Planning Commission Action:☒ Forwarded☐ Tabled☐ Denied**Meeting Date:** March 12, 2018**Motion:** Johnson

Motion to approve as part of consent agenda

Second: Noble

Motion passes; Commissioner Hoffman recused

Vote: 7-0-1**BUDGET/STAFF IMPACT:**

None.

Attachments:

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

Petition to Vacate

PETITION TO VACATE A(N) water and sewer easement **located in** Lot 69, Mission Heights Phase 2 and Lots 45, 46, and 68, Mission Heights Phase 2A, City of Fayetteville, Arkansas.

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate on and/or abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 69, Mission Heights Phase 2 and Lots 44, 45, 46, 68, Mission Heights Phase 2A, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a(n) easement which is described as follows:

A part of the Southwest ¼ (SW ¼) of the Southeast ¼ (SE ¼) of Section Two (2), Township 16 North, Range 30 West;

More particularly described as beginning at a point approximately 40 feet south of the northwest corner of said 40 acre tract said point being also on the south right-of-way line of State Highway Number 45; running thence south 500 feet; thence east 20 feet; thence north 500 feet; thence west 20 feet to the point of beginning.

That the abutting real estate affected by said abandonment of the easement are Lot 69, Mission Heights Phase 2 and Lots 44, 45, 46, 68, Mission Heights Phase 2A, City of Fayetteville. Said easement was used by the City of Fayetteville and public for a period of many years. The public interest and welfare would not be adversely affected by the abandonment of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

Wherefore, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easement of the public for the use of said easement.

Dated this 13 day of February, 2018.

Lawrence Finn

Printed Name


Signature

Printed Name

Signature

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Trang Le
Signature of Utility Company Representative

DISTRIBUTION Engineer.
Title

[illegible]

Right-of-Way	Parcel
 Right-of-Way Abandoned	 Quarter Quarter Section
 Greenland	
 Institutional Drive-AHTD	
 General Utility	
 Trail	
 Township	

The data contained therein was compiled from various sources for the safe use and benefit of the City of Fayetteville. It includes the system and the police agencies it serves. Any use of this data by anyone other than the City of Fayetteville, or its employees, without the express written permission of the City of Fayetteville, may result in liability to the City of Fayetteville for damages of any kind, including the costs of defense, sustained by use of it by another among them as use of this data. The City of Fayetteville claims no expressed or implied warranties with reference to any use of this data. No word, phrase, or clause herein shall be construed to waive that said immunity shall under Arkansas law.

UTILITY APPROVAL FORM

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☒ No objections provided the following conditions are met:
Transportation has no problem with vacating the utility easement
but not the street right of way that the easement crosses.

Joey Smith
Signature of Utility Company Representative

Assistant Transportation Manager.
Title

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ N/A Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:


Signature of Utility Company Representative

W&S OPERATIONS MANAGER
Title

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☒ No objections provided the following conditions are met:

Any damage to or relocation of existing facilities will be at the owners/developers expense.



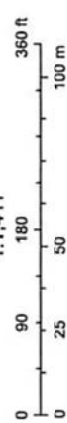
Signature of Utility Company Representative

Construction & Planning Manager

Title

This is a detailed street map of Fayetteville, Arkansas. The map shows a network of streets including E Mission Blvd, N Landmark HI, N Meridian Dr, and N Patton Ave. A specific area is highlighted in blue and labeled 24A-148. The map also displays various lot numbers and street names. The map is oriented with North at the top.

1:1,411



The data combined 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 user's 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 all claims and damages which may result from such use. The City of Fayetteville makes no warranty as to the accuracy or completeness of the information contained herein. The City of Fayetteville is not required to update or replace corrections with further updates. No aerial, photos, or images held herein will be released or copied separately but remain stay with North Union Arkansas Inc.

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

DATE: 2/13/18

UTILITY COMPANY: ~~City of Fayetteville - Water & Sewer~~ AT&T

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ N/ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

MGR OSP PLNG & ENGRG DESIGN
Title

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

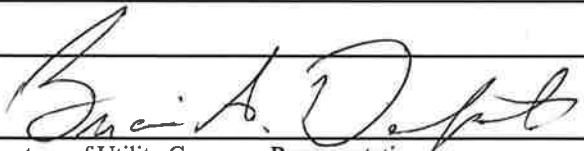
General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:



Signature of Utility Company Representative

Supervisor- Gas Ops

Title

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

DATE: 2/13/18

UTILITY COMPANY: City of Fayetteville - Water & Sewer

APPLICANT NAME: Blew & Associates, P.A. APPLICANT PHONE: 501-455-4984

REQUESTED VACATION (*applicant must check all that apply*):

- ☒ Utility Easement
- ☒ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address South side of E. Mission Blvd. and west of N. Meridian Drive.

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Wesley Mahaffey

Signature of Utility Company Representative

Staking Tech. III

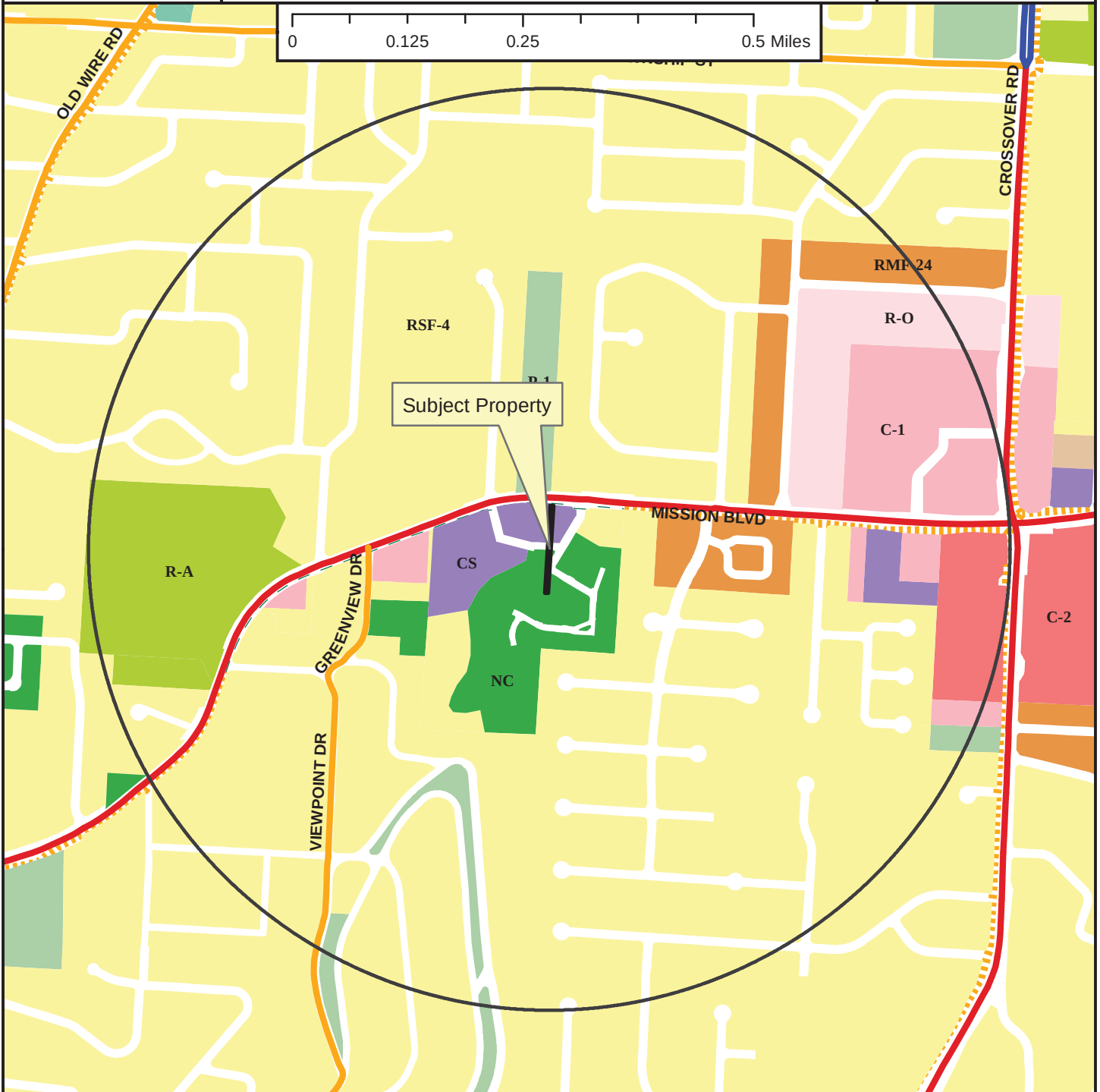
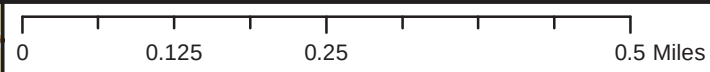
Title

VAC18-6119

MISSION HEIGHTS

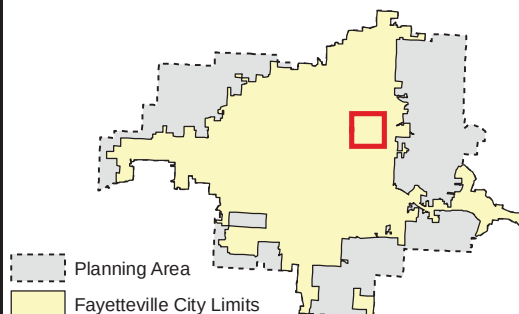


One Mile View



Legend

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

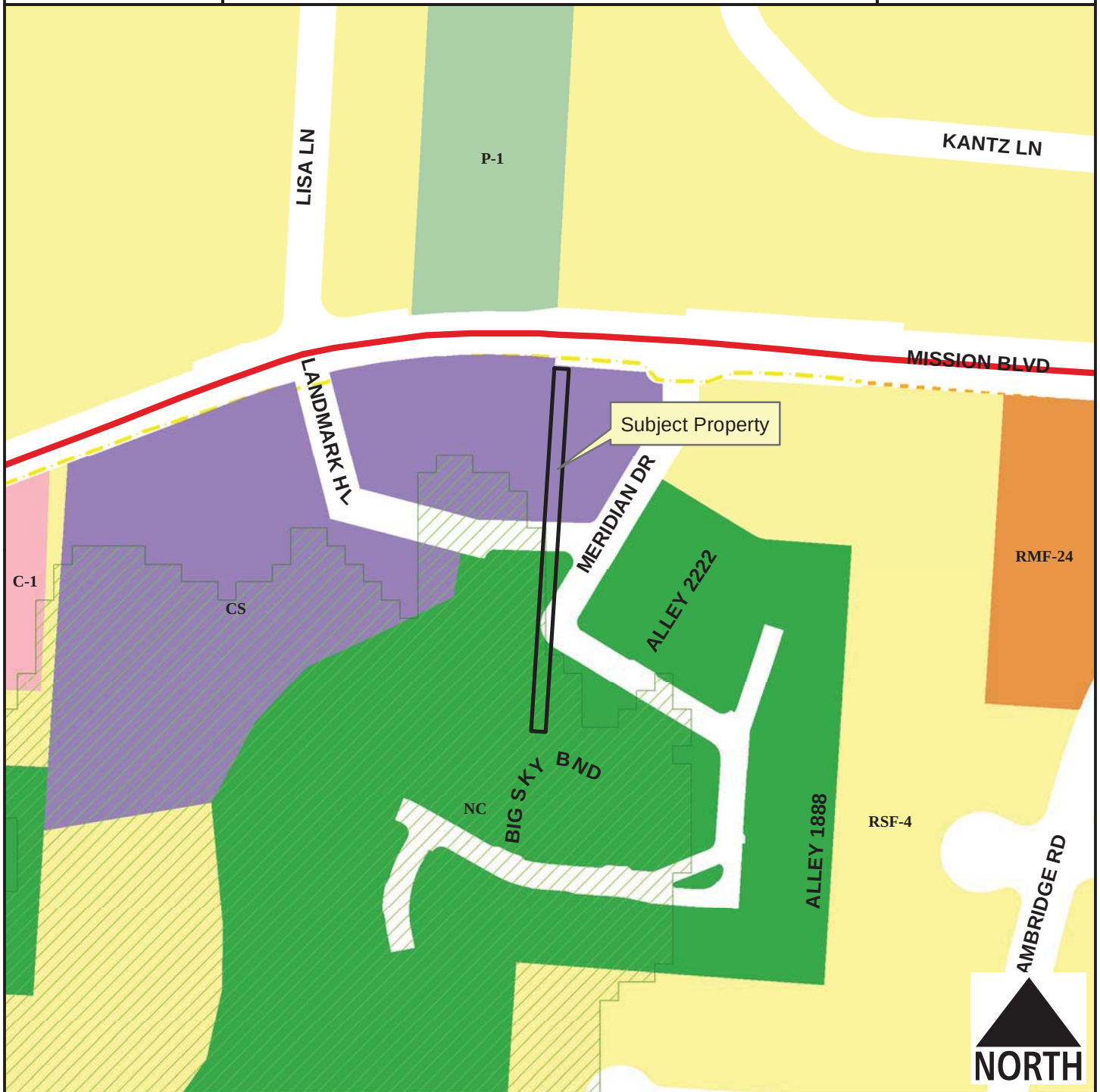


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
- COMMERCIAL**
- Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
- Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
- Commercial, Industrial, Residential
- INSTITUTIONAL**
- P-1

VAC18-6119

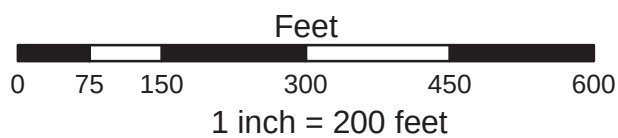
MISSION HEIGHTS

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint



- RSF-4
- RMF-24
- C-1
- Community Services
- Neighborhood Conservation
- P-1

VAC18-6119

Current Land Use

MISSION HEIGHTS



Streets Existing

MSP Class

- COLLECTOR
- PRINCIPAL ARTERIAL
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet



1 inch = 300 feet

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: 2018-0179

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):

AN ORDINANCE TO APPROVE VAC 18-6120 FOR PROPERTY LOCATED ALONG NETTLESHIP STREET BETWEEN SOUTH GRAHAM AVENUE AND SOUTH RAZORBACK ROAD TO VACATE A PORTION OF STREET RIGHT-OF-WAY

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

WHEREAS, the City Council has determined that the following described portion of street right-of-way is not required for corporate purposes.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby vacates a portion of street right-of-way as described in Exhibit B attached to the Planning Department's memo.

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

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

1. Any relocation of or damage to existing utilities or existing facilities and associated new easement dedication shall be at the owner/developer's expense;
2. The vacated portion of Nettleship right-of-way shall be retained as a drainage and utility easement;
3. The proposed extension of Leroy Pond shall be constructed in accordance with City of Fayetteville specifications and, unless a variance is approved by the Planning Commission, shall be designed in accordance with the City's Master Street Plan Local Street section; and
4. The proposed extension of Leroy Pond Drive shall be completed and dedicated to the City of Fayetteville prior to this vacation becoming final and prior to any damage or removal of the portion of Nettleship Street to be vacated.

City of Fayetteville Staff Review Form

2018-0179

Legistar File ID

4/3/2018

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

Garner Stoll

3/16/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC 18-6120: Vacation (Nettleship between Graham & Razorback /Nettleship St. ROW, 521): Submitted by DEVELOPMENT CONSULTANTS, INC. for properties located along NETTLESHIP ST. BETWEEN GRAHAM AVE. & RAZORBACK RD. The properties are zoned P-1, INSTITUTIONAL and RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contain approximately 0.14 acres. The request is to vacate a portion of a street right-of-way.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Garner Stoll, Development Services Director

FROM: Jonathan Curth, Senior Planner

DATE: March 16, 2018

SUBJECT: **VAC 18-6120: Vacation (Nettleship between Graham & Razorback /Nettleship St. ROW, 521):** Submitted by DEVELOPMENT CONSULTANTS, INC. for properties located along NETTLESHIP ST. BETWEEN GRAHAM AVE. & RAZORBACK RD. The properties are zoned P-1, INSTITUTIONAL and RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contain approximately 0.14 acres. The request is to vacate a portion of a street right-of-way

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **VAC 18-6120** with the following conditions of approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.
2. The vacated portion of Nettleship right-of-way is to remain as a drainage and utility easement;
3. The proposed extension of Leroy Pond shall be constructed in accordance with City of Fayetteville details and unless a variance is approved by the Planning Commission, shall be designed in accordance with the City's Master Street Plan Local Street section; and
4. The proposed extension of Leroy Pond Drive shall be completed and dedicated to the City of Fayetteville prior to this vacation becoming final and prior to any damage or removal of the portion of Nettleship Street to be vacated.

BACKGROUND:

The subject property is the eastern extent of Nettleship Street, between Razorback Road and Graham Avenue on the east and west, totaling approximately 290 linear feet and 0.14 acres. Although a varying width of right-of-way exists within the bounds of the proposal, the Fayetteville Master Street Plan classifies Nettleship as a Local Street, with a right-of-way of 50 feet. The Local Street section includes 28 feet of paved width, curb and gutter, with 5-foot sidewalks on each side

separated from the street by 6 feet of greenspace. All property adjacent to the proposed vacation is currently owned by the University of Arkansas, and includes university police, parking, and recreational facilities.

Proposal: The applicant proposes to close the subject section of Nettleship Street and vacate the right-of-way to facilitate construction of an extension to Leroy Pond Drive that will improve traffic flow in the area and accommodate a transit location.

DISCUSSION:

On March 12, 2018, the Planning Commission forwarded this item to the City Council with a recommendation for approval with a vote of 8-0-0.

BUDGET/STAFF IMPACT:

N/A

Attachments:

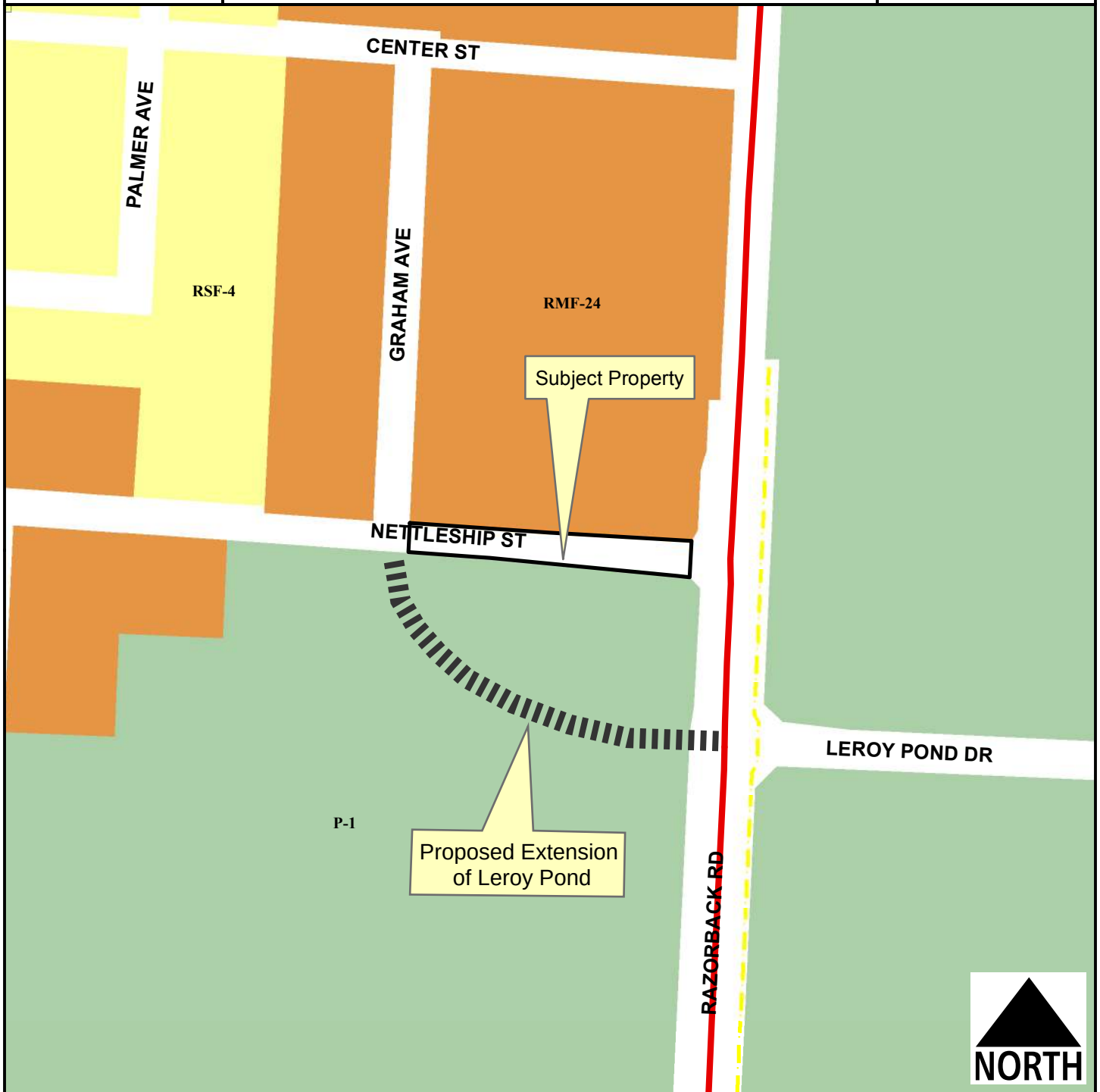
- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

VAC18-6120

NETTLESHIP ST. ROW

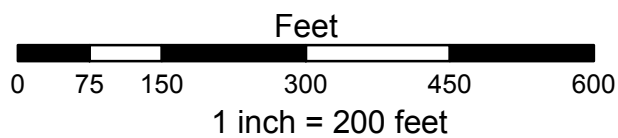
18-6120
Exhibit 'A'

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- RSF-4
- RMF-24
- P-1

18-6120
EXHIBIT 'B'

Nettleship Street Right of Way Vacation
Legal Description

Part of Nettleship Street lying south of Lot 1 of Block 1 & Lot 1 of Block 2 (including the abandoned alley between said lots) of Fairground Addition, as shown on the official plat filed for record at Plat Book 4, Page 49 in the records of Washington County, Arkansas and also lying north of Block 1 & Block 2 (including streets and alleys) of Fair Park Addition as shown on the official plat filed for record at Plat Book 4, Page 139 in the records of Washington County, Arkansas, being more particularly described as follows:

Beginning at the southwest corner of said Lot 1 of Block 2 of Fairground Addition; Thence Southerly along an extension of the west line of said Lot 1 of Block 2 of Fairground Addition, a distance of 40 feet to the north line of said Block 2 of Fair Park Addition; Thence Easterly along the north line of said Block 2 and of Block 1 of Fair Park Addition, a distance of 386 feet, more or less, to the westerly Right of Way of Razorback Road (per Deed recorded at File #2014-00001595 in the records of Washington County, Arkansas); Thence Northerly, a distance of 40 feet to a point where the westerly Right of Way of Razorback Road intersects the south line of said Lot 1 of Block 1 of Fairground Addition; Thence Westerly, a distance of 386 feet, more or less, along the south line of said Lot 1 of Block 1 and of Lot 1 of Block 2 to the Point of Beginning.

Right-of-Way, Easement or Alley VACATION

FOR STAFF USE ONLY

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

FEE: \$200.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

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

Name: James Ezell
University of Arkansas
321 Admin Bldg
Address: Office of Business Affairs
1125 W. Maple St.
Fayetteville, AR 72701

Name: Allen Jay Young
Development Consultants Inc
Address: 1 East Center St., Suite 290
Fayetteville, AR 72701

Phone: (479) 575-5314
Email: jezell@uark.edu
Fax: (479) 575-3128

Phone: (479) 444-7880
Email: jayy@dcus.pro
Fax: ()

Site Address / Location: Nettleship Street between Graham Ave &
Razorback Road

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

See Attached

Current Zoning District: P-1/RMF-24

Assessors Parcel Number(s) for subject property: 765-05211-000; 765-05214-000;
765-05270-000; 765-05271-000

FINANCIAL INTERESTS

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

University of Arkansas

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:

2/14/18

Signature:

Allen Jay Young, DCI

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Owners (attach additional info if necessary):

Name (printed):

James Ezell, JoFA

Address:

321 Admin Bldg

Signature:

auth agent:

Office of Business Affairs

1125 W. Maple St, Fayetteville AR

Date:

2/14/18

Phone: (479)

575-5314

72701

Name (printed):

Address:

Signature:

Date:

Phone: ()

Vacation Checklist:

Attach the following items to this application:

- ✓ (1) Payment in full of applicable fees for processing the application:
\$200.00 application fee
\$5.00 public notification sign fee $\times 2 = \$10.00$
- ✓ (2) Metes and bounds legal description of the area to be vacated, not the entire property (this may be included on the survey plat).
- ✓ (3) Survey of the site depicting the perimeter property lines and area within the property to be vacated.
- ✓ (4) CD containing a copy of the legal description in MS Word and PDF copies of the signed application and all other items submitted with this project.
- ✓ (5) A surveyor should stake the area on the site to be vacated for utility company review on their site visit.
- ✓ (6) A letter addressed to the Planning Commission and City Council describing the scope, nature, and intent of the request.
- ✓ (7) Documentation stating names of all owners of property adjacent to the street right-of-way, alley, or easement to be vacated.
- ✓ (8) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.
- ✓ (9) Petition to vacate street right-of-way, alley, or easement (sample petition is attached).

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

Utility Representatives for a Vacation Request *

Name	Company	Telephone	Email
Jeff Hamilton	AT&T	442-3107	jh5430@att.com
Chad Hodge	Cox Communications	871-0339	Chad.Hodge@cox.com
John Le	AEP/SWEPCO	973-2426	ttle@aep.com
Scott Stokes	Black Hills Corp.	435-0229	Scott.Stokes@blackhillscorp.com
Wes Mahaffey Or Mike Phipps	Ozarks Electric	684-4649 684-4696	wmahaffey@ozarksecc.com mhipps@ozarksecc.com

City Divisions:

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

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



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: March 12, 2018 **(Updated with Planning Commission Results)**

SUBJECT: **9. VAC 18-6120: Vacation (Nettleship between Graham & Razorback /Nettleship St. ROW, 521):** Submitted by DEVELOPMENT CONSULTANTS, INC. for properties located along NETTLESHIP ST. BETWEEN GRAHAM AVE. & RAZORBACK RD. The properties are zoned P-1, INSTITUTIONAL and RMF-24, RESIDENTIAL MULTI FAMILY, 24 UNITS PER ACRE and contain approximately 0.14 acres. The request is to vacate a portion of a street right-of-way.

RECOMMENDATION:

Staff recommends forwarding **VAC 18-6120** with conditions of approval.

BACKGROUND:

The subject property is the eastern extent of Nettleship Street, between Razorback Road and Graham Avenue on the east and west, totaling approximately 290 linear feet and 0.14 acres. Although a varying width of right-of-way exists within the bounds of the proposal, the Fayetteville Master Street Plan classifies Nettleship as a Local Street, with a right-of-way of 50 feet. The Local Street section includes 28 feet of paved width, curb and gutter, with 5-foot sidewalks on each side separated from the street by 6 feet of greenspace. All property adjacent to the proposed vacation is currently owned by the University of Arkansas, and includes university police, parking, and recreational facilities. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	University of Arkansas Police	RMF-24, Residential Multi-family, 24 Units per Acre
South	University of Arkansas Recreational Facilities	P-1, Institutional
East	University of Arkansas Recreational Facilities	P-1, Institutional
West	Multi-family; University of Arkansas Recreational Facilities	RMF-24, Residential Multi-family, 24 Units per Acre; P-1; Institutional

Proposal: The applicant proposes to close the subject section of Nettleship Street and vacate the right-of-way to facilitate construction of an extension to Leroy Pond Drive that will improve traffic flow in the area.

DISCUSSION:

Vacation Approval: The applicant has submitted the required vacation forms to the adjoining property owners, City utility departments, and applicable franchise utilities, with the following responses:

Adjoining Property Owners

University of Arkansas	No objections
------------------------	---------------

Utility

Response

Cox Communications	No objections, with condition
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Southwestern Electric Power	No objections, with condition
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Ozarks Electric	No objections
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Black Hills Energy	No objections, with condition
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AT&T	No objections
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City of Fayetteville

Response

Water/Sewer	No objections
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Transportation	No objections
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Recycling and Trash	No objections
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In January of 2018, the University of Arkansas brought forth a proposal to City staff to vacate the subject portion of Nettleship and construct a re-aligned street running southeasterly from Graham Avenue to the intersection of Razorback Road and Leroy Pond Drive. The project is intended to centralize traffic to this signalized intersection, thereby improving traffic flow and safety. The current Nettleship intersection with Razorback Road is offset by less than 250 linear feet from Leroy Pond and lacks any pedestrian facilities. In addition to the traffic signalization at Leroy Pond and Razorback Road, a pedestrian signal and crosswalk currently exist.

Public Comment:

No public comment has been received.

RECOMMENDATION: Staff recommends forwarding VAC 18-6120 with the following conditions:

RECOMMENDED MOTION: "I move to forward RZN 18-6120 to the City Council with a recommendation of approval and all conditions as recommended by staff."

Conditions of Approval:

1. Any relocation or damage to utilities and associated new easement dedication shall be at the owner/developer's expense.

2. The vacated portion of Nettleship right-of-way is to remain as a drainage and utility easement;
3. The proposed extension of Leroy Pond shall be constructed in accordance with City of Fayetteville details and shall be designed in accordance with the City's Master Street Plan Local Street section; and
4. The proposed extension of Leroy Pond Drive shall be completed and dedicated to the City of Fayetteville prior to this vacation becoming final and prior to any damage or removal of the portion of Nettleship Street to be vacated.

Planning Commission Action: ☐ Approved ☒ Forwarded ☐ Denied

Meeting Date: March 12, 2018

Motion: Scroggin

Second: Niderman

Vote: 8-0-0, with conditions as recommended by staff

BUDGET/STAFF IMPACT:

None.

Attachments:

- Request Letter
- Petition to Vacate
- Vacation Exhibits
- Leroy Pond Extension Site Plan
- Adjoining Property Owner and Utility Approvals
- One Mile Map
- Close Up Map
- Current Land Use Map

**Written request and narrative to accompany petition packet
to vacate that portion of Nettleship Street located between Graham Avenue and Razorback Road,
in the City of Fayetteville, Arkansas.**

VAC 18-6120

Request Letter

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

On behalf of the abutting land owner, the University of Arkansas, I am petitioning the Fayetteville City Planning Commission and the Fayetteville City Council to vacate that portion of Nettleship Street located between Graham Ave and Razorback Rd, in the City of Fayetteville, Arkansas.

The abutting real estate affected by said vacation of the street are: Block 1 and part of Block 2 of Fair Park Addition, and Lot 1 of Block 1 & Lot 1 of Block 2 of Fairground Addition, all in the City of Fayetteville, and are entirely owned by the University of Arkansas. The University of Arkansas is currently in design for the proposed northwesterly extension of Leroy Pond Drive that will tie in to the intersection of Nettleship Drive and Graham Ave. The entire length and width of the vacated street will be retained as a drainage and utility easement because of the existing storm pipes and utility lines located therein.

By vacating the street, the abutting owner would benefit, and no other landowner would be adversely affected.

The entire length and width of the vacated street should remain as a drainage and utility easement to provide for the existing storm drainage and utilities. By vacating the street and extending Leroy Pond as proposed, the public interest and welfare would not be adversely affected. In fact, public access to and from Nettleship Ave and Graham Ave would be made much safer and more efficient by having traffic turning movements on to and off of Razorback Road at a controlled intersection with a traffic signal.

Included in the Petition Packet is:

- 1 Application and Payment of applicable fees for processing the application (to include 2 sign postings): \$210.00.
- 2 Legal description and exhibit map of area to be vacated.
- 3 Legal descriptions of University owned adjoining lands.
- 4 Survey of site depicting adjacent properties and areas to be vacated.
- 5 CD containing a copy of the legal description, exhibit map and application documents.
- 6 This written description.
- 7 Name of adjacent property owner.
- 8 A copy of the county parcel map from Washington County website with the owner's name, mailing address and parcel number of each adjacent property shown on the map.
- 9 Petition to vacate the street.
- 10 Written consent and authorization to represent from owner of property abutting the street.
- 11 Comments from utilities companies and from Fayetteville City Utilities.


Allen Jay Young, Development Consultants, Inc.

PETITION TO VACATE: THAT PORTION OF NETTLESHIP STREET LOCATED BETWEEN GRAHAM AVENUE AND RAZORBACK ROAD, IN THE CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

VAC 18-6120

Petition to Vacate

I, Allen J Young, authorized agent for the owner of the real estate abutting the street right of way hereinafter sought to be abandoned and vacated, being that part of Nettleship Street located lying between Graham Avenue and Razorback Road, which lies north of Block 1 & part of Block 2 of Fair Park Addition and south of Blocks 1 & 2 of Fairground Addition, in the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate the street right-of-way which is described as follows:

Part of Nettleship Street lying south of Lot 1 of Block 1 & Lot 1 of Block 2 (including the abandoned alley between said lots) of Fairground Addition, as shown on the official plat filed for record at Plat Book 4, Page 49 in the records of Washington County, Arkansas and also lying north of Block 1 & Block 2 (including streets and alleys) of Fair Park Addition as shown on the official plat filed for record at Plat Book 4, Page 139 in the records of Washington County, Arkansas, being more particularly described as follows:

Beginning at the southwest corner of said Lot 1 of Block 2 of Fairground Addition; Thence Southerly along an extension of the west line of said Lot 1 of Block 2 of Fairground Addition, a distance of 40 feet to the north line of said Block 2 of Fair Park Addition; Thence Easterly along the north line of said Block 2 and of Block 1 of Fair Park Addition, a distance of 386 feet, more or less, to the westerly Right of Way of Razorback Road (per Deed recorded at File #2014-00001595 in the records of Washington County, Arkansas); Thence Northerly, a distance of 40 feet to a point where the westerly Right of Way of Razorback Road intersects the south line of said Lot 1 of Block 1 of Fairground Addition; Thence Westerly, a distance of 386 feet, more or less, along the south line of said Lot 1 of Block 1 and of Lot 1 of Block 2 to the Point of Beginning.

That the abutting real estate affected by said vacation of the street are Block 1 & Block 2 of Fair Park Addition, and Lot 1 of Block 1 & Lot 1 of Block 2 of Fairground Addition, all in the City of Fayetteville, and are entirely owned by the University of Arkansas, and that the entire width and length of the vacated street will remain as a drainage and utility easement, and the public interest and welfare would not be adversely affected by the vacation of the above described portion of the street upon the completed northwesterly extension of Leroy Pond Drive to the intersection of Nettleship Street and Graham Avenue.

The Petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to a drainage and utility easement as required, and that the above described real estate be used for it's respective benefit and purpose as now approved by law.

The Petitioners further pray that the above described real estate be vested in the abutting property owner as provided by law.

WHEREFORE, the undersigned Petitioner respectfully prays that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said drainage and utility easement, and that title to said real estate sought to be abandoned be vested in the abutting property owner as provided by law, and as to that particular land the owner be free from the public for the use of said land as a public street.

Dated this 14 day of February, 2018

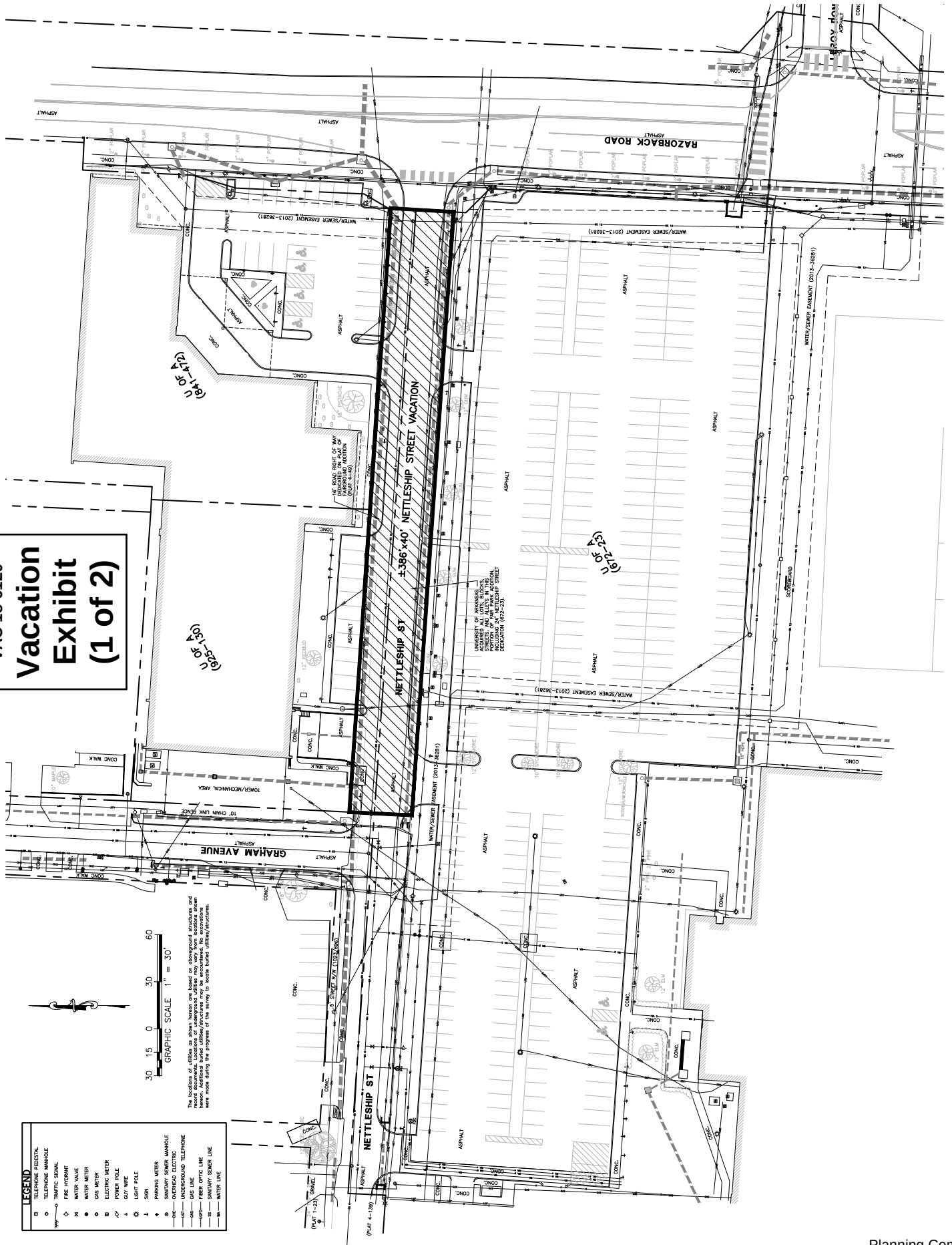
Printed name

Allen Jay Young

Signature

[Signature] For: UoFA

VAC 18-6120 Vacation Exhibit (1 of 2)

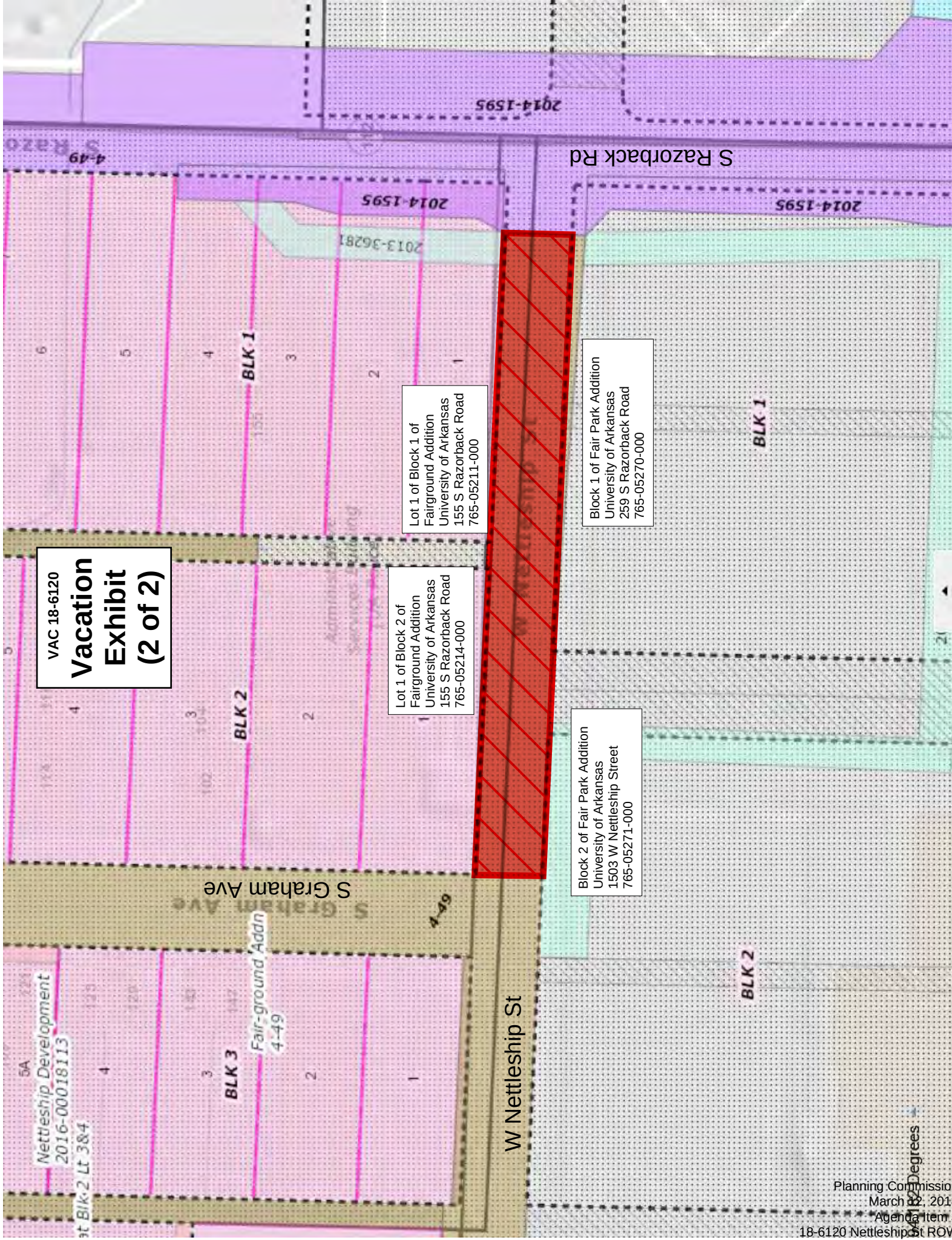


LEGEND	
TO	RECEIVAL
TO	TELEPHONE MANHOLE
TO	TRAFFIC SIGNAL
TO	FIRE HYDRANT
TO	WATER VALVE
TO	GAS METER
TO	ELECTRIC METER
TO	POWER POLE
TO	LIGHT POLE
TO	SIGN
TO	PARKING METER
TO	WATER/SEWER MANHOLE
TO	UNDERGROUND TELEPHONE
TO	OVERHEAD ELECTRIC
TO	UNDERGROUND GAS
TO	OVERHEAD GAS
TO	FIBER OPTIC LINE
TO	SANITARY SEWER LINE
TO	WATER LINE

GRAPHIC SCALE 1" = 30'

The locations of utilities as shown herein are based on underground structures and are not to be construed as a guarantee of their location. Additional buried utilities/structures may be encountered. No excavations were made during the preparation of this survey to locate buried utilities/structures.

VAC 18-6120
**Vacation
 Exhibit
 (2 of 2)**



Lot 1 of Block 1 of
 Fairground Addition
 University of Arkansas
 155 S Razorback Road
 765-05211-000

Lot 1 of Block 2 of
 Fairground Addition
 University of Arkansas
 155 S Razorback Road
 765-05214-000

Block 1 of Fair Park Addition
 University of Arkansas
 259 S Razorback Road
 765-05270-000

Block 2 of Fair Park Addition
 University of Arkansas
 1503 W Nettleship Street
 765-05271-000

ADJACENT PROPERTY OWNER WRITTEN CONSENT FORM
FOR STREET VACATION REQUEST

Date: February 12, 2018

Location of Vacation: Nettleship Street between Graham Avenue and Razorback Road, City of Fayetteville, Arkansas

Adjacent Property Owner: University of Arkansas

Adjacent Property Address: 155 S Razorback Rd; 259 S Razorback Rd; & 1503 W Nettleship St
Property:

Property lying north of the requested street vacation (owned by the University of Arkansas per Deed Bk 841, Pg 472; Deed Bk 925, Pg 130; and Alley Vacation Ordinance 2788):

Lot 1 of Block 1 & Lot 1 of Block 2 of Fairground Addition, along with the abandoned alley lying between said lots, as shown on the official plat filed for record at Plat Book 4, Page 49 in the records of Washington County, Arkansas.

Property lying south of the requested street vacation (owned by the University of Arkansas per Deed Bk 672, Pg 23):

Block 1 & Block 2 (including streets and alleys) of Fair Park Addition as shown on the official plat filed for record at Plat Book 4, Page 139 in the records of Washington County, Arkansas.

REQUESTED VACATION:

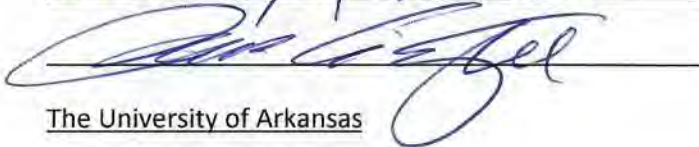
I have requested the petition and I consent to vacate the street, as described on the attached legal description and as shown on the attached sketch.

In the matter of the vacation of the aforesaid street, Allen J. Young of Development Consultants, Inc is authorized to process the petition on my behalf.

Printed Name of Adjacent Owner:

University of Arkansas

Signature of Adjacent Owner:



Applicant Name:

The University of Arkansas

UTILITY APPROVAL FORM

FOR RIGHT- OF- WAY, ALLEY, AND
UTILITY EASEMENT VACATIONSDATE: 2/12/18UTILITY COMPANY: CoxAPPLICANT NAME: Allen Jay Young, DCI, F.O.F.A APPLICANT PHONE: 479-444-7880REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & utility easement]

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:General location / Address Nettleship Street between Graham Ave & Razorback Road☒ (ATTACH legal description and graphic representation of what is being vacated-SURVEY)

UTILITY COMPANY COMMENTS:

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

☒ No objections provided the following conditions are met:Any damage to or relocation of our existing facilities will be at the owners/developers expense.


 Signature of Utility Company Representative

Construction & Planning Manager

 Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: AEP/SWEP CO

APPLICANT NAME: Allen Jay Young, DAI, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & Utility Easement]

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Nettleship Street between Graham Ave &
Razorback Road

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

UTILITY COMPANY COMMENTS:

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

☒ No objections provided the following conditions are met:

VACATED R.O.W. TO REMAIN AS A UTILITY EASEMENT

Jung
Signature of Utility Company Representative

Distribution Engineer
Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: Ozarks Electric

APPLICANT NAME: Allen Jay Young, DCI, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley

☒ Street right-of-way [To remain as a drainage & utility Easement]

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Wesley Mahaffey

Signature of Utility Company Representative

Staking Tech. III

Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: Black Hills Corp.

APPLICANT NAME: Allen Jay Young, Dec, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & Utility Easement]

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

Street right-of-way to remain a utility easement

- ☐ No objections provided the following conditions are met:

Ben Dept
Signature of Utility Company Representative

Supervisor - Gas Ops
Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: AT&T

APPLICANT NAME: Allen Jay Young, DCI, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (*applicant must check all that apply*):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & utility Easement]

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

- ☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

MGR OSP PLNG& ENGRG DESIGN

Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: City Water & Sewer

APPLICANT NAME: Allen Jay Young, DCI, FWOFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & utility Easement]

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

- ☐ No objections provided the following conditions are met:

[Signature]
Signature of Utility Company Representative

WES OPERATIONS MANAGER
Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: City Transportation

APPLICANT NAME: Allen Jay Young, DCJ, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & utility Easement]

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Joey Smith
Signature of Utility Company Representative

Assistant Transportation Manager
Title

UTILITY APPROVAL FORM

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

DATE: 2/12/18

UTILITY COMPANY: City Solid Waste

APPLICANT NAME: Allen Jay Young, Dec, For UoFA APPLICANT PHONE: 479-444-7880

REQUESTED VACATION (applicant must check all that apply):

- ☐ Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right- of- way.
- ☐ Alley
- ☒ Street right-of-way [To remain as a drainage & Utility Easement]

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address Nettleship Street between Graham Ave & Razorback Road

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

UTILITY COMPANY COMMENTS:

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

☐ No objections provided the following conditions are met:

Signature of Utility Company Representative

Comm. Sales Rep - R & Trash Coll.

Title

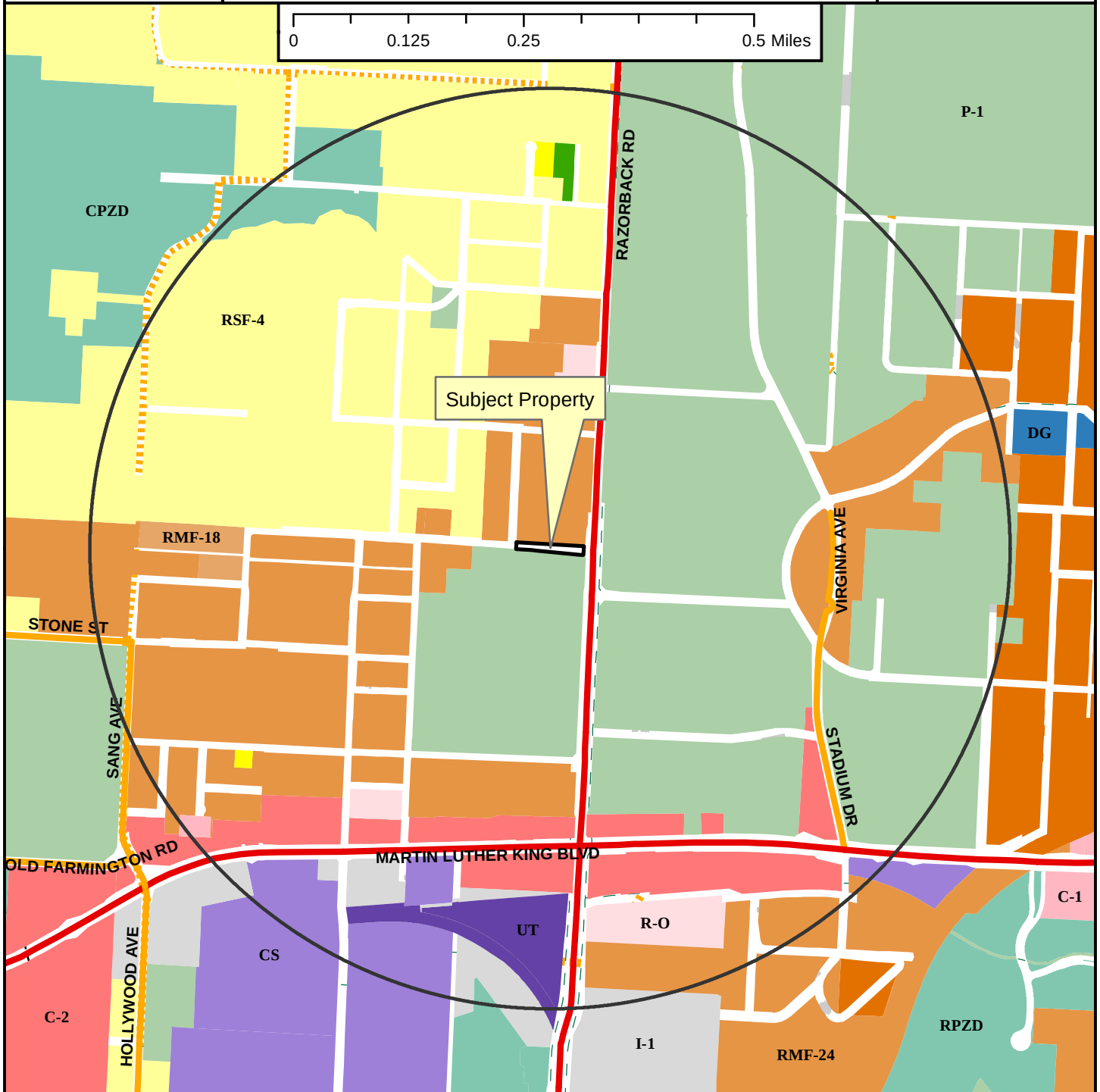
VAC18-6120

NETTLESHIP ST. ROW



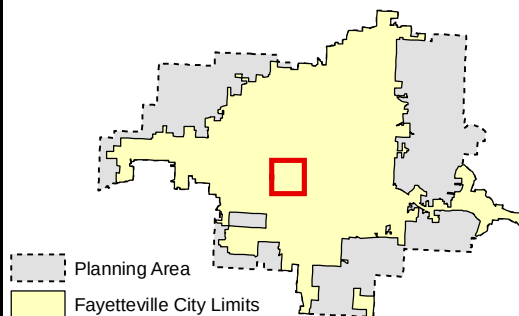
One Mile View

0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Building Footprint

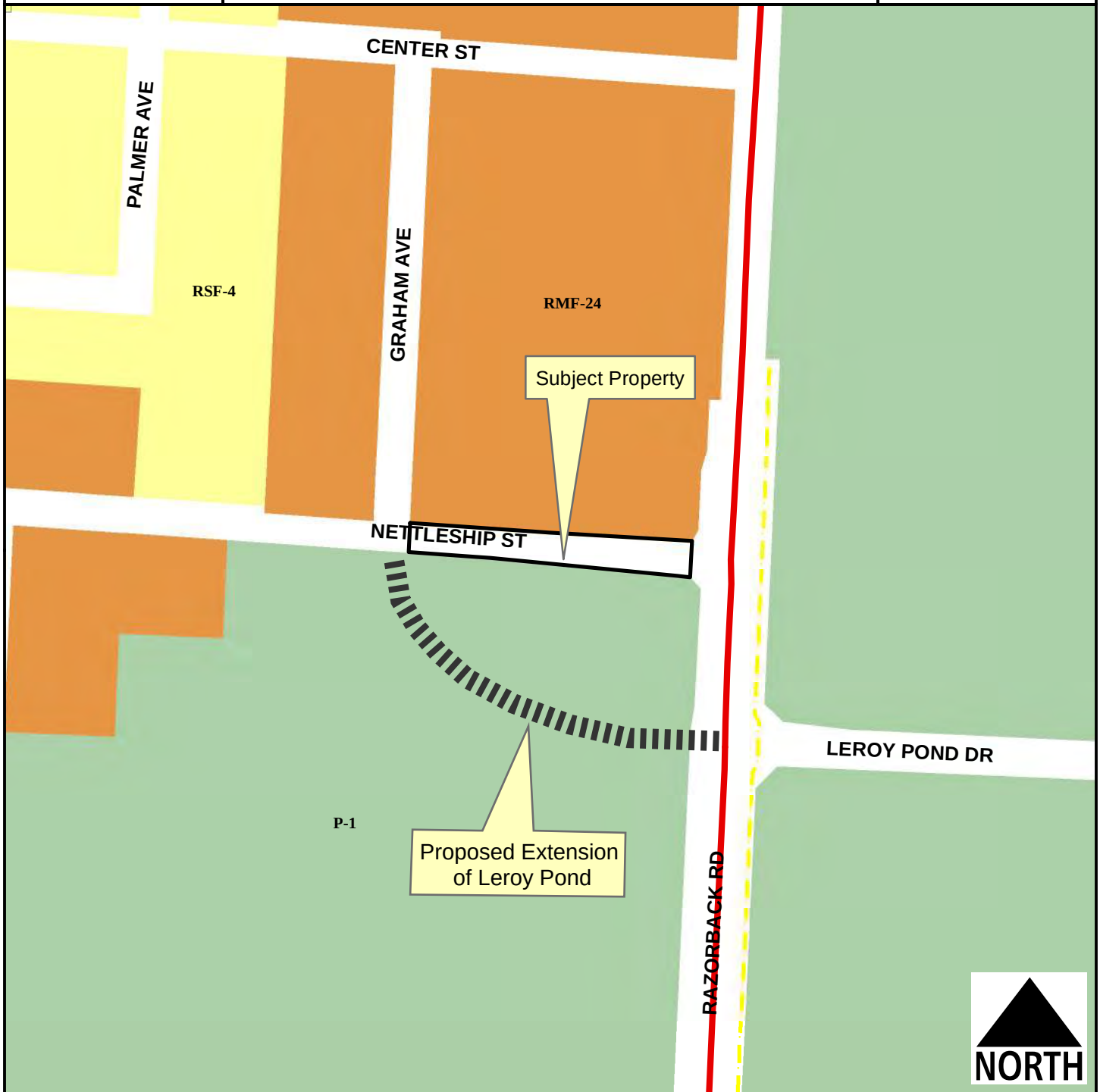


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-5 Residential-Agricultural
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
- INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
 - E-1
- COMMERCIAL**
 - Residential-Office
 - C-1
 - C-2
 - C-3
- FORM BASED DISTRICTS**
 - Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
- PLANNED ZONING DISTRICTS**
 - Commercial, Industrial, Residential
- INSTITUTIONAL**
 - P-1

VAC18-6120

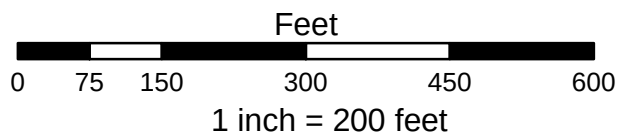
NETTLESHIP ST. ROW

Close Up View



Legend

- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Building Footprint



- RSF-4
- RMF-24
- P-1

VAC18-6120

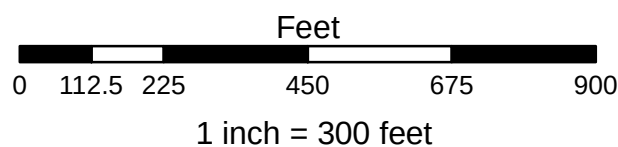
Current Land Use

NETTLESHIP ST. ROW



Streets Existing MSP Class

-  PRINCIPAL ARTERIAL
-  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: 2018-0180

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 5

ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):

AN ORDINANCE TO AMEND THE FOREST HILLS RESIDENTIAL PLANNED ZONING DISTRICT (07-2793) TO ADD USE UNIT 14, HOTELS, MOTEL, AND AMUSEMENT FACILITIES TO THE PERMITTED USES WITHIN PLANNING AREA 2

WHEREAS, the owner of the Forest Hills Residential Planned Zoning District proposes to build a multi-story hotel on the southern portion of Planning Area 2, which is currently not allowed without amending the R-PZD to add Use Unit 14, Hotels, Motels, and Amusement Facilities to the permitted uses within that planning area.

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 approves the owner's request to amend the Forest Hills Residential Planned Zoning District to add Use Unit 14, Hotels, Motels, and Amusement Facilities to the permitted uses within Planning Area 2, with the following conditions:

1. All conditions of approval from the previously approved Forest Hills R-PZD (07-2793) shall remain in full force and effect;
2. In addition to those architectural standards proposed by the applicant, this development shall be subject to all requirements of the Commercial, Office, and Mixed-Use Design and Development Standards;
3. Approval of this R-PZD modification does not grant approval of the development details for the project. The proposed hotel will be required to be reviewed for compliance with all Unified Development Code requirements as part of the standard development review process; and
4. The zoning requirements attached to the staff memo will be in addition to all previous zoning regulations on the subject property.

City of Fayetteville Staff Review Form

2018-0180

Legistar File ID

4/3/2018

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

Garner Stoll

3/16/2018

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 18-6123: Administrative Item (LOTS 22/FOREST HILLS PZD AMENDMENT, 440): Submitted by MORRISON SHIPLEY & ASSOCIATES for property located at LOT 22, FOREST HILLS PZD. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 3.248 acres. The request is to amend the original PZD to allow hotels.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? No

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Andrew Garner, Planning Director

FROM: Jonathan Curth, Senior Planner

DATE: March 16, 2018

SUBJECT: ADM 18-6123: Administrative Item (LOTS 22/FOREST HILLS PZD AMENDMENT, 440): Submitted by MORRISON SHIPLEY & ASSOCIATES for property located at LOT 22, FOREST HILLS PZD. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 3.248 acres. The request is to amend the original PZD to allow hotels.

RECOMMENDATION:

Staff and the Planning Commission recommend approval of **ADM 18-6123** with the following conditions:

1. All conditions of approval from the previously approved Forest Hills R-PZD 07-2793 shall apply;
2. In addition to those architectural standards proposed by the applicant, this development shall be subject to all requirements of the Commercial, Office, and Mixed-use Design and Development Standards;
3. Approval of this R-PZD modification does not grant approval of the development details for the project. The proposed hotel will be required to be reviewed for compliance with all Unified Development Code requirements as part of the standard development review process; and
4. The attached zoning requirements will be in addition to all previous zoning regulations on the subject property.

BACKGROUND:

The Forest hills Residential Planned Zoning District (R-PZD) contains approximately 80 acres, divided into five distinct planning areas. Planning Area 2, of which the subject property is a part and is named The Village at Forest Hills, contains approximately 11 acres and was approved to be developed with four mixed-use structures and four one-story retail and office structures. To date, several developments and amendments have been made in Planning Area 2 of Forest Hills. These are as follows:

- *April 2012*: Planet Fitness, a private fitness center, was approved by the Planning Commission and subsequently constructed;
- *March 2013*: Aspen Square, a four-unit retail building was approved by staff and subsequently constructed;
- *December 2013*: Planning Area 3 was amended to reduce the number of dwellings from 100 to 72 and remove the requirement for vertical mixed-use;
- *April 2015*: The Flats at Forest Hills, four 16-unit multi-family buildings were proposed and later withdrawn by the applicant; and
- *June 2016*: The Flat at Forest Hills, five buildings with 55 multi-family dwellings was approved by the Planning Commission, but never constructed.

All told, two single-story, single-use buildings have been built in Planning Area 2. Topographically, Planning Area 2 is relatively flat, with a large area of tree canopy in the southeast corner and an existing pond in the southwest corner that is intended to be an amenity and serve as stormwater detention.

Request: The applicant proposes to build two multi-story hotels on the southern portion of Planning Area 2 (Lot 22). These buildings, along with the previous commercial projects, will essentially build-out this planning area. Overall, the request is not consistent with the approved R-PZD requirements, the final site design, and the overall land use plan for Planning Area 2.

FINDINGS:

Staff finds that the proposal to amend Planning Area 2 of the Forest Hills PZD as requested by the applicant is compatible with adjacent land uses and generally consistent with City Plan 2030. Development in the immediate area is a mixture of nonresidential and residential uses of varying density and intensity. To the north and west are a grocery store, fitness center, restaurants, and other services, while to the east are properties developed with varying levels of attached-residential density. The property to the south, although undeveloped, is zoned for attached residential dwellings per the Forest Hills Planning Area 3 requirements.

With regards to aesthetics, the applicant proposes to expand upon the existing architectural standards by proscribing more specific details than are currently required in Planning Area 2. This includes glazing on the first floor and detailing to keep with some of the Forest Hills R-PZD themes. This coupled with the stair-stepped height requirements for buildings next to residential property help ensure that development does not detract from surrounding land uses.

Lastly, the proposed hotels will provide patrons walkable access to the adjacent grocery store, restaurants, and services, thereby potentially reducing vehicular trips. As a location for hotel development, the property's proximity to Salem Road, a Collector-classified street, and the nearby Interstate 49 interchange may facilitate the movement of patrons as they utilize the hotels.

DISCUSSION:

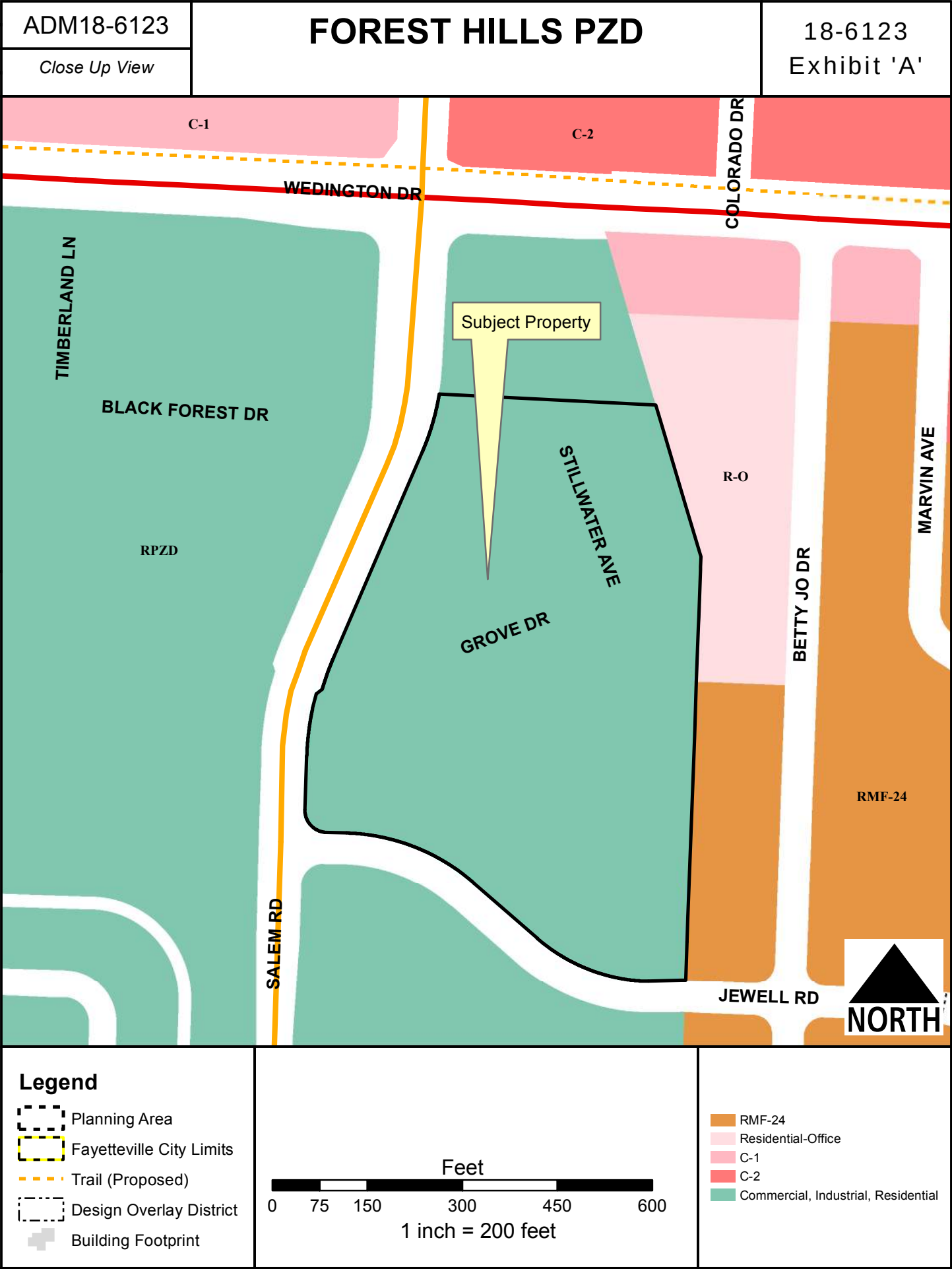
On March 12, 2018, the Planning Commission forwarded the proposal to the City Council with a recommendation of approval by a vote of 8-0-0. No public comment was made.

BUDGET/STAFF IMPACT:

N/A

Attachments:

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



PLANNING AREA 2 DESCRIPTION:

Lots 20-23, of the Lot Split of Lot 5, filed for record as Document 2017-0003264, being an Addition to the City of Fayetteville, Washington County, Arkansas.

CITY OF FAYETTEVILLE, ARKANSAS

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00

Sign Fee: \$5.00

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant ☒ Representative

Applicant (person making request):

Name: Charles Palmer

Forest Hills Village, LLC

Address: P.O. Box 10210

Fort Smith, AR 72917

E-mail: officepalmer@me.com

Phone:

(479) 783-0209

()

Fax:

()

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

Name: Patrick Foy

Morrison-Shipley Engineers

Address: 2407 SE Cottonwood Street

Bentonville, AR 72712

E-mail: pfoy@morrisonshipley.com

Phone:

(479) 273-2209

()

Fax:

()

Site Address / Location: Lot 22 of Forest Hills, Northeast corner of Salem and Jewell east of the retention pond

Current Zoning District: C-PZD

Requested Zoning District: C-PZD

Assessor's Parcel Number(s) for subject property: 765-29415-000

FINANCIAL INTERESTS

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

Forest Hills Village, LLC and VED Construction LLC

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): Patrick Foy

Date: 02/12/2018

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):

Charles Palmer

Address:

Signature:



Phone:

Date: 2-13-18

()

Name (printed):

Address:

Signature:

Phone:

Date:

()

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
 - \$325.00 application fee
 - \$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.



PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Jonathan Curth, Senior Planner

MEETING DATE: March 12, 2018 **(Updated with Planning Commission Results)**

SUBJECT: **ADM 18-6123: Administrative Item (LOTS 22/FOREST HILLS PZD AMENDMENT, 440):** Submitted by MORRISON SHIPLEY & ASSOCIATES for property located at LOT 22, FOREST HILLS PZD. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 10.90 acres. The request is to amend the original PZD to allow hotels.

RECOMMENDATION:

Staff recommends forwarding **ADM 18-6123** to the City Council with a recommendation for approval.

BACKGROUND:

The Forest hills Residential Planned Zoning District (R-PZD) contains approximately 80 acres, divided into five distinct planning areas. Planning Area 2, of which the subject property is a part and is named The Village at Forest Hills, contains approximately 11 acres and was approved to be developed with four mixed-use structures and four one-story retail and office structures. To date, several developments and amendments have been made in Planning Area 2 of Forest Hills. These are as follows:

- *April 2012:* Planet Fitness, a private fitness center, was approved by the Planning Commission and subsequently constructed;
- *March 2013:* Aspen Square, a four-unit retail building was approved by staff and subsequently constructed;
- *December 2013:* Planning Area 3 was amended to reduce the number of dwellings from 100 to 72 and remove the requirement for vertical mixed-use;
- *April 2015:* The Flats at Forest Hills, four 16-unit multi-family buildings were proposed and later withdrawn by the applicant; and
- *June 2016:* The Flat at Forest Hills, five buildings with 55 multi-family dwellings was approved by the Planning Commission, but never constructed.

All told, two single-story, single-use buildings have been built in Planning Area 2. Topographically, Planning Area 2 is relatively flat, with a large area of tree canopy in the southeast corner and an existing pond in the southwest corner that is intended to be an amenity and serve as stormwater detention. Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Commercial (gym, services)	R-PZD, Residential Planned Zoning District
South	Undeveloped	R-PZD, Residential Planned Zoning District
East	Multi-family Residential; 2-Family Residential	R-O, Residential Office; RMF-24, Residential Multi-family, 24 Units per Acre
West	Commercial (grocery store, restaurants, retail)	R-PZD, Residential Planned Zoning District

Request: The applicant proposes to build two multi-story hotels on the southern portion of Planning Area 2 (Lot 22). These buildings, along with the previous commercial projects, will essentially build-out this planning area. Overall, the request is not consistent with the approved R-PZD requirements, the final site design, and the overall land use plan for Planning Area 2.

Therefore, the applicant is requesting that the Planning Commission and City Council approve an amendment to Planning Area 2, allowing for Use Unit 14, Hotel, Motel, and Amusement Facilities among the permitted uses. As a part of this, the number of dwellings in the Planning Area will be reduced from 100 to zero, to be replaced by 155 guestrooms. Additionally, elaboration of the existing architectural standards is proposed and can be found attached.

Public Comment: Staff has received no public comment regarding this request.

FINDINGS:

Staff finds that the proposal to amend Planning Area 2 of the Forest Hills PZD as requested by the applicant is compatible with adjacent land uses and generally consistent with City Plan 2030. Development in the immediate area is a mixture of nonresidential and residential uses of varying density and intensity. To the north and west are a grocery store, fitness center, restaurants, and other services, while to the east are properties developed with varying levels of attached-residential density. The property to the south, although undeveloped, is zoned for attached residential dwellings per the Forest Hills Planning Area 3 requirements.

With regards to aesthetics, the applicant proposes to expand upon the existing architectural standards by proscribing more specific details than are currently required in Planning Area 2. This includes glazing on the first floor and detailing to keep with some of the Forest Hills R-PZD themes. This coupled with the stair-stepped height requirements for buildings next to residential property help ensure that development does not detract from surrounding land uses.

Lastly, the proposed hotels will provide patrons walkable access to the adjacent grocery store, restaurants, and services, thereby potentially reducing vehicular trips. As a location for hotel development, the property's proximity to Salem Road, a Collector-classified street, and the nearby Interstate 49 interchange may facilitate the movement of patrons as they utilize the hotels.

RECOMMENDATION: Staff recommends forwarding **ADM 18-6123** to City Council with a recommendation for approval with conditions.

RECOMMENDED MOTION: "I move to forward ADM 18-6123 to the City Council with a recommendation of approval with conditions as recommended by staff."

Conditions of Approval

1. All conditions of approval from the previously approved Forest Hills R-PZD 07-2793 shall apply;
2. In addition to those architectural standards proposed by the applicant, this development shall be subject to all requirements of the Commercial, Office, and Mixed-use Design and Development Standards;
3. Approval of this R-PZD modification does not grant approval of the development details for the project. The proposed hotel will be required to be reviewed for compliance with all Unified Development Code requirements as part of the standard development review process; and
4. The attached zoning requirements will be in addition to all previous zoning regulations on the subject property.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>March 12, 2018</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Niederman			
Second: Brown			
Vote: 8-0-0, with conditions as recommended by staff			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>April 3, 2018 (Tentative)</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Request Letter
- Proposed PZD Amendment
- Conceptual Elevations
- Original PZD Design and Planning Area 2 Standards
- Previously-approved Planning Area 2 Project Elevations
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map



ADM 18-6123

Request Letter

February 14, 2018

Planning Department
City of Fayetteville
113 W. Mountain St
Fayetteville, AR 72701

**Re: *Rezone Request – Amendment to Current C-PZD
Planning Area 2 of Forest Hills***

We are representing a request from Forest Hills Village, LLC who owns Lot 22 of Forest Hills. This lot is located at the northeast corner of Salem Rd and Jewell Rd, just east of the existing retention pond. This is the last undeveloped lot of Area 2. It has been a struggle for the owner to develop the property with the current use unit limitations. The owner has a buyer lined up to build two hotels on the property, and therefore we are proposing to add Use Unit 14, Hotels, Motels, and Amusement Facilities to the list that is already approved under Area 2. Please find below the narrative addressing the required items under the Rezoning Request Checklist.

- a. The current owner of Lot 22 of Forest Hills is Forest Hills Village, LLC. The property is under contract with VED Construction LLC who will purchase and submit an LSD for two hotels on Lot 22, pending the approval of this amendment.
- b. As stated above, VED Construction would like to build a hotel on Lot 22.
- c. The zoning amendment to allow for hotels will complement the adjacent properties to the north and west. It will hopefully bring more business to these establishments. The property is also located off I-49 which would be a nice location for a hotel. Appropriate setbacks that are already dictated in the PZD will be met for separation requirements from the adjacent residential properties to the east.
- d. There is currently a 10" sewer line on the south side of W. Jewell Rd and an 8" water line on the north side.
- e. Under normal zoning this property would fall closely to a C-2 type zone. Within this zoning type, hotels are permitted along with office and other type of commercial buildings. The request to amend the current PZD would be following that same pattern in the since that both hotels and commercial uses would be allowed within Planning Area 2 of Forest Hills.
- f. Past projects have come through to the Planning Commission and were approved and never built. This is due to previous ownership not being able to get the backing and support to follow through with the construction. It is our opinion that the amendment request is needed to open the ability for a hotel to be constructed on lot 22. The current owner is ready to submit construction plans for LSD approval upon approval of the rezone and then begin construction as soon as possible.

- g. The amendment request will not create any more additional traffic demand or congestion for the area compared to what a multi-family development would do to the area, which was previously approved for this lot.
- h. The anticipated hotels would lower the population density considering multi-family apartments were previous proposed for the lot.
- i. It would not be impractical to develop the lot with any other use unit already permitted, but there hasn't been any other development come through and constructed. There is now an owner ready to build if the use unit 14 hotels can be added to the current PZD.

We are proposing to amend the existing PZD for Planning Area 2 of Forest Hills to add Use Unit 14 Hotel, Motels, and Amusement Facility to the acceptable Land Use. In addition, we are proposing to update the architectural Design Standards. The proposed amendment to the PZD would be as indicated on the attached pages.

Please feel free to contact me if you should have any questions at (479) 273-2209.

Sincerely,

Morrison Shipley Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Patrick Foy", written over a horizontal line.

Patrick Foy E.I.
Project Manager



ADM 18-6123

Proposed PZD Amendment

Planning Area 2 – Office/Retail/Hotel – “The Village at Forest Hills”

This is the mixed-use section of the development involving retail, commercial, office, and hotels which is on the east side of the Salem Road extension. The building prototype is designed to create small scale office building frontage with loft style spaces over the first floor of the office that supports pedestrian friendly streetscapes. The density of development/improvement is more intense with the bulk of the green space concentrated in a common park. There is denser tree cover on this portion of the development along with an existing pond. Care will be taken to design the parking and building footprints to preserve as many existing trees as possible. The existing pond will be enlarged to serve as detention basin for the eastern portion of the commercial and office areas. The pond will be established as a focal point of the office area, with sidewalks and sitting areas. The offices will be constructed in the northeast quadrant of the site, bounded on the south by North Jewell Road; on the east by Salem Road.; and on the north by Walgreen's.

This area is projected to include a core of (4) one to three-story mixed structures (with retail, food, entertainment, office and other street related uses. The four core buildings will be flanked to the south by two multi-story hotels.

A) Permitted Uses:

- Unit 1 – City-wide uses by right
- Unit 5 – Government Facility
- Unit 8 – Single Family Dwellings
- Unit 9 – Two-Family Dwellings
- Unit 12 – Offices, Studios and Related Services
- Unit 13 – Eating Places
- Unit 14 – Hotel, Motels, and Amusement Facilities
- Unit 15 – Neighborhood Shopping Goods
- Unit 16 – Shopping Goods
- Unit 19 – Commercial Recreation, Small Sites
- Unit 25 – Professional Offices
- Unit 26 – Multi-Family Dwellings

B) 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 24 – Home Occupations
- Unit 34 – Liquor Store
- Unit 35 – Outdoor Music Establishment
- Unit 36 – Wireless Communications Facilities
- Unit 40 – Sidewalk Cafes

- C) Hotel Density and Non-Residential Intensity:
 - Planning Area Acreage: 10.90 acres
 - Number of Guestroom units: 155 guestrooms
 - Non-residential building square feet: 67,200
 - Hotel density: 14.22 guestrooms/acre
 - Non-residential intensity (square feet/acre) 6,165
- D) Minimum Lot Width:
 - Not Applicable
- E) Minimum Lot Area:
 - 10,000 SF
- F) Setback Requirements:
 - Front: 10 feet
 - Side: 10 feet
 - Rear: 20 feet
- G) Height Regulations:
 - Building heights are limited to the following:
 - 30' maximum height when less than 30' from a residential property.
 - 40' maximum height when greater than 30', but less than 50' from a residential property.
 - 65' maximum height when greater than 50' from a residential property.
- H) Building Area:
 - On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.
- I) Landscaping:
 - In accordance with City of Fayetteville Landscape Ordinance.
- J) Parking:
 - In accordance with the Unified Development Code
- K) Architectural Design Standards
 - The area's theme is suggested to be nostalgic with materials, features and systems that draw an older urban street market areas such as Fulton Market in Boston, The Brickyard in Oklahoma City and Central Avenue in Hot Springs. The mix of services in the 4 core buildings will require some screening and operational constraints. The design personality of the structure will be traditional with classical arches, gables, columns and loggias and will utilize a mix of brick veneer, cut stone, some cast stone and metal composition roofing. The proposed Hotels will have a mixture of textures and materials on their exteriors. Masonry and stone accents will be utilized to sharpen the building streetscape. Nostalgic colors will be incorporated into the building exterior design to compliment the period of the development scheme. Both hotels have first floor window areas that will lend themselves to awnings that will be functional for the Hotel and will also engage the Forest Hills theme. Landscaping features, ornamental railings, site furnishings and screenings will further advance the period of the development scheme.
- L) Signage:
 - Signage for Planning Area 2 shall be in accordance with a commercial zoning district. Only monument signs are permitted. Pole/pylon signs are prohibited.

ADM 18-6123

Conceptual Elevations

FRAMED
AWNING

TENSION-ROD
AWNING



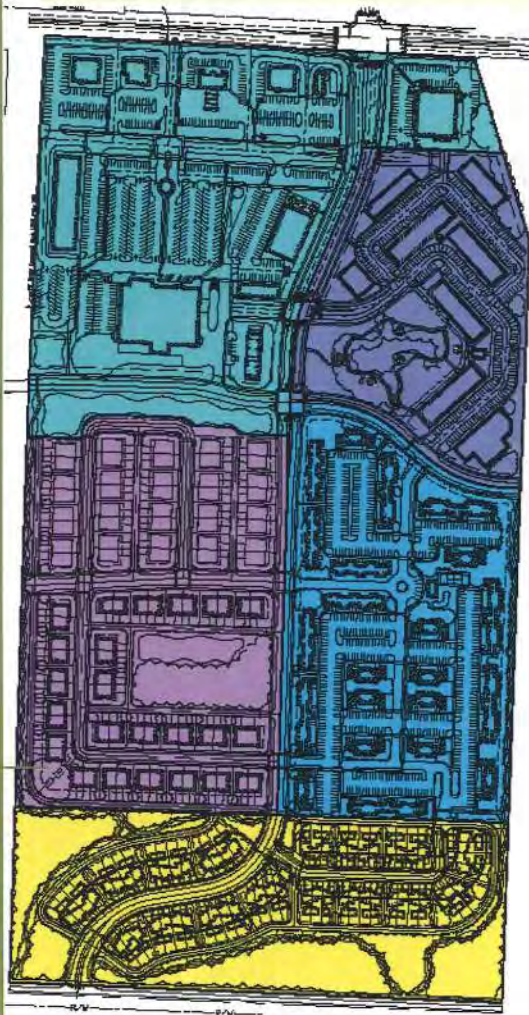


ADM 18-6123 Original Forest Hills R-PZD Site Layout



Original Forest Hills R-PZD Planning Areas

E. PROPOSED PLANNING AREAS AND DEVELOPMENT STANDARDS



Planning Area Summary

- Planning Area 1 - Commercial/Retail
The Shoppers at Forest Hills
- Planning Area 2 - Office/Commercial/Multi-Family
The Village at Forest Hills
- Planning Area 3 - Multi-Family Condominiums
The Trails at Forest Hills
- Planning Area 4 - Single Family Garden Homes
The Villas at Forest Hills
- Planning Area 5 - Single Family Town Houses
The Townhomes at Forest Hills

Planning Area Summary Legend

FOREST HILLS

A mixed-use planned center development

Original Planning Area 2 Standards

PLANNING AREA 2 – OFFICE/RETAIL/MULTI-FAMILY – “THE VILLAGE AT FOREST HILLS”

This is the mixed use section of the development involving retail, commercial, office and residential (apartments) which is on the east side of the Salem Road extension. The building prototype is designed to create small scale office building frontage with loft style spaces over the first floor of office that supports pedestrian friendly streetscapes. The density of development/improvement is more intense with the bulk of the green space concentrated in a common park. There is denser tree cover on this portion of the development along with an existing pond. Care will be taken to design the parking and building footprints to preserve as many existing trees as possible. The existing pond will be enlarged to serve as detention basin for the eastern portion of the commercial and office areas. The pond will be established as a focal point of the office area, with sidewalks and sitting areas. The offices will be constructed in the northeast quadrant of the site, bounded on the south by North Jewell Road; on the east by Salem Road; and on the north by Walgreen's.

This area is projected to include a core of (4) three-story mixed use structures (with retail, food, entertainment, office and other street related uses on the first floor, with two stories of apartments above) and (4) one-story retail/office structures. Two of the 4 core mixed use structures are two floors of “flats” fed from internal corridor above retail/office. The other two core mixed use structures are similar except the residential component would involve two story townhouse apartments.

Residential users will share parking with the retail/office. The four core buildings will be flanked by single-story commercial functions and may involve professional offices, service organizations or sales. The area will be anchored by an outdoor market facing into the park.

A. Permitted Uses

Unit 1	City-wide uses by right
Unit 5	Government facilities
Unit 8	Single family dwellings
Unit 9	Two-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods



Area 2 – Office/Retail/Commercial

Theme Example

FOREST HILLS

a mixed use planned zoning development

- Unit 16 Shopping goods
Unit 19 Commercial recreation, small sites
Unit 25 Professional offices
Unit 26 Multi-family dwellings
- B. 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 24 Home occupations
Unit 34 Liquor Store
Unit 35 Outdoor Music Establishment
Unit 36 Wireless communications facilities
Unit 40 Sidewalk Cafes

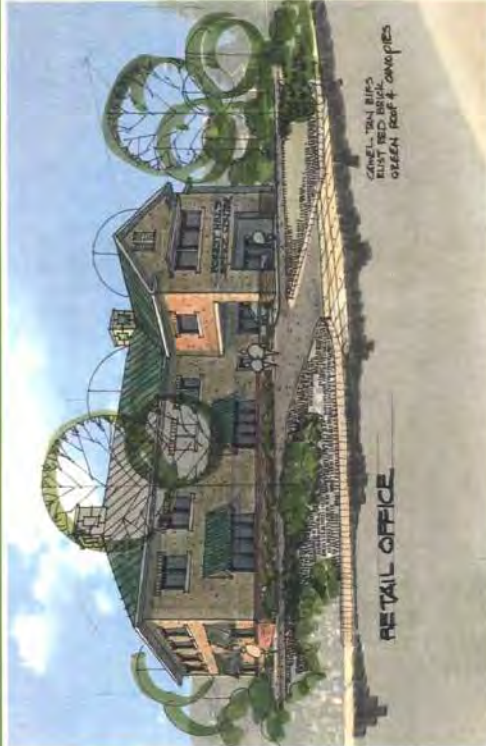
C. Residential Density and Non-Residential Intensity

- Planning area acreage: 10.90 acres
Number of dwelling units: 100 units
Non-residential building square feet: 86,236 SF
Residential density: 9.17 units/acre
Non-residential intensity (square feet/acre): 7,912 SF
Minimum Lot Width: Not Applicable
Minimum Lot Area: 10,000 SF
Land Area per Dwelling Unit: One Bedroom units - 800 SF
Two Bedroom units - 900 SF
Setback Requirements: Front: 10 feet, Side: 10 feet
Rear: 20 feet

- H. Height Regulations:** Building heights are limited to the following:
30' max. height when less than 30' from a residential property,
40' max. height when greater than 30', but less than 50' from a residential property, 65' max. height when greater than 50' from a residential property.

- I. Building Area:** On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot.
- J. Landscaping:** In accordance with City of Fayetteville Landscape Ordinance.

- K. Parking:** In accordance with the Unified Development Code.
- L. Architectural Design Standards:** The area's theme is suggested



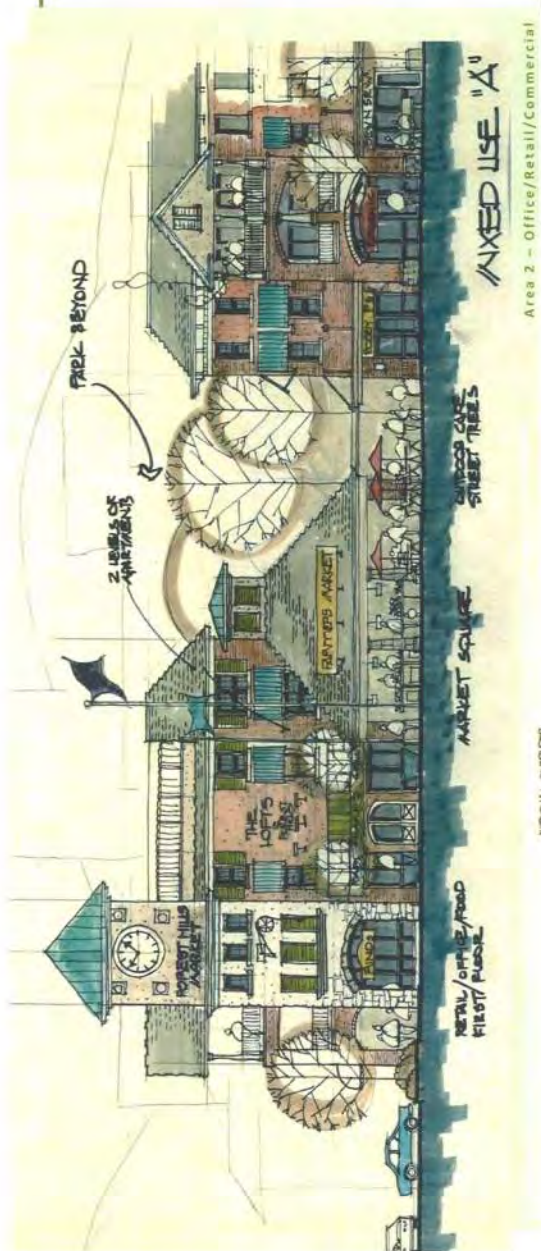
to be nostalgic with materials, features and systems that draw on an older urban street market areas such as Fulton Market in Boston, The Brickyard in Oklahoma City and Central Avenue in Hot Springs. The mix of services in the 4 core buildings will require some screening and operational constraints. The design personality of the structure will be traditional with classical arches, gables, columns and loggias and will utilize a mix of brick veneer, cut stone, some cast stone and metal composition roofing.

- M. Signage:** Signage for Planning Area 2 shall be in accordance with a commercial zoning district. Only monument signs are permitted. Pole/pylon signs are prohibited.

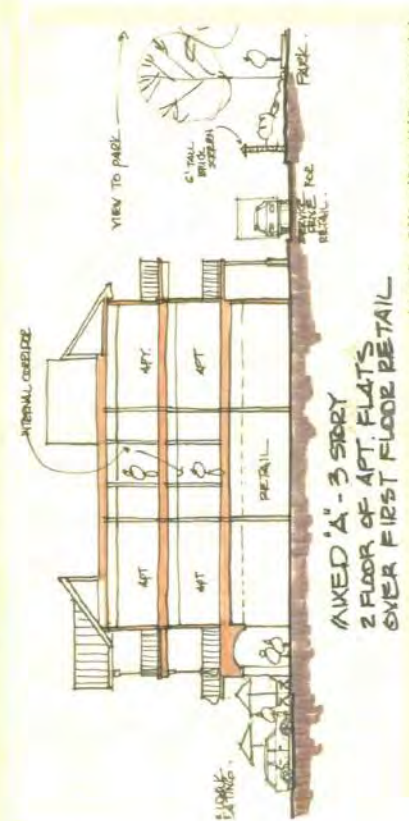
PART OF PHASE 3

FOREST HILLS

a mixed-use planned zoning development



Area 2 - Urban Market



Area 2 - Office/Retail/Commercial

FOREST HILLS

a mixed-use planned zoning development



Area 2 - Office

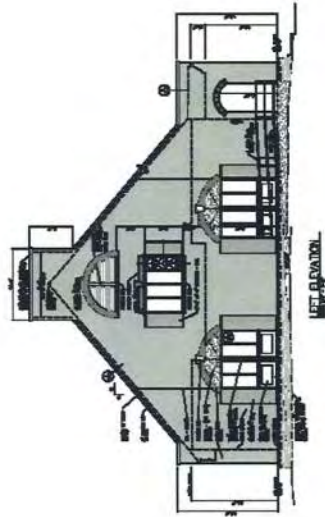


Area 2 - Office

FOREST HILLS

a mixed-use planned zoning development

AREA '2' - MIXED USE



Area 2 - Office



RETAIL/COMMERCIAL

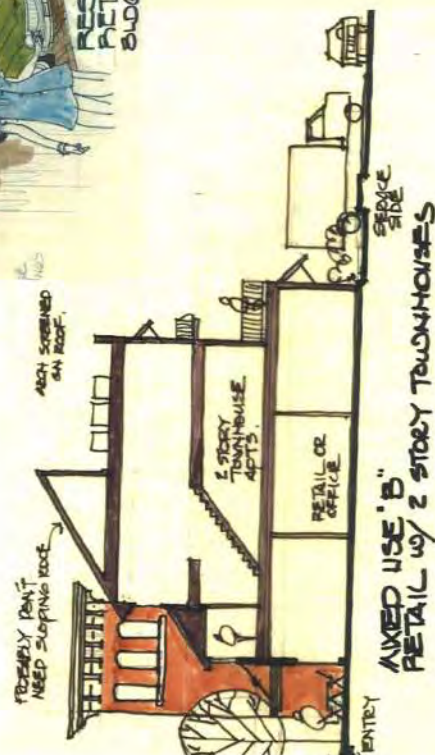
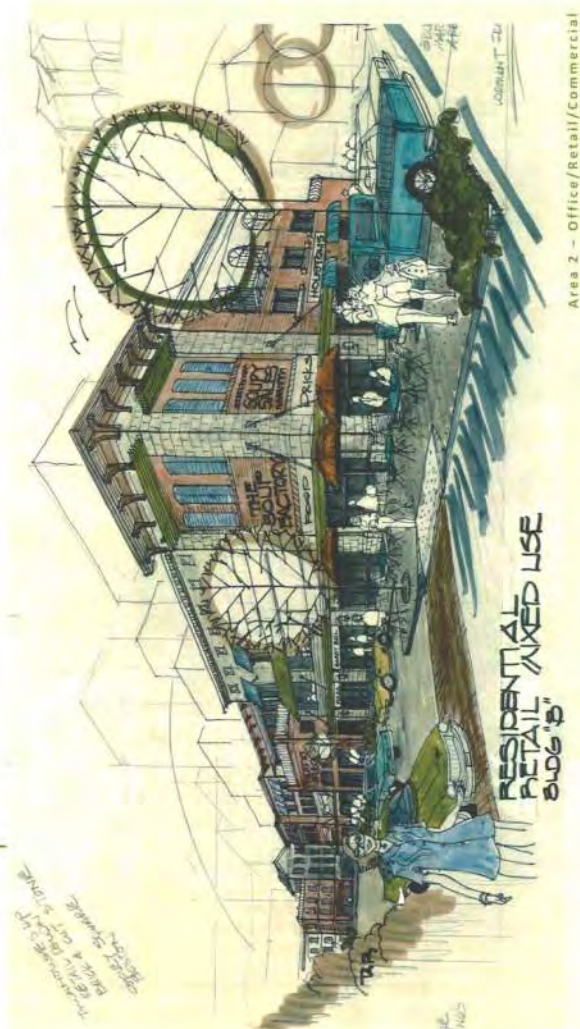
Area 2 - Office



Detention Pond

FOREST HILLS

a mixed-use planned zoning development



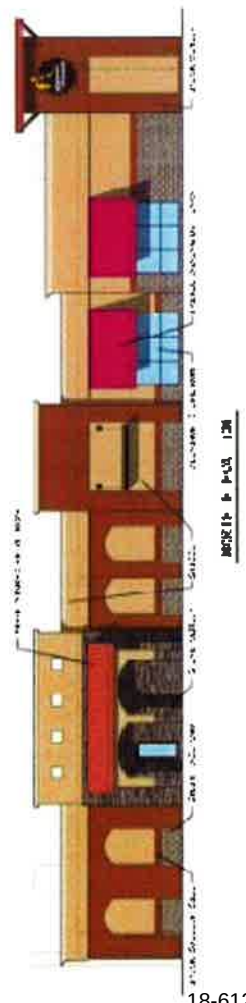
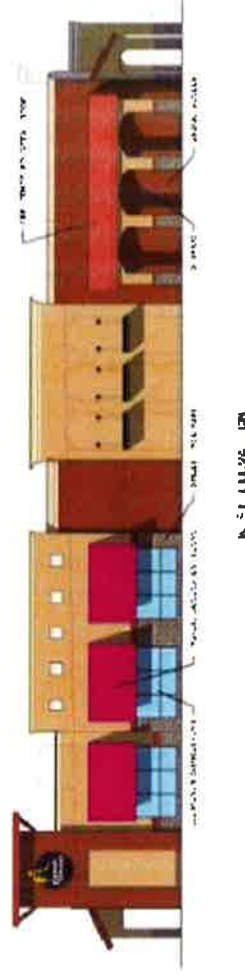
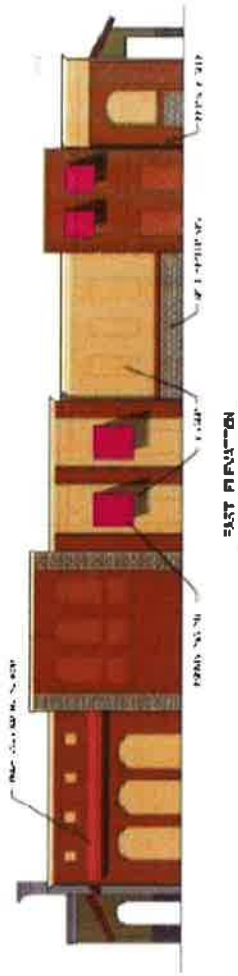
FOREST HILLS

mixed-use planning guidelines

ADM 18-6123

Planet Fitness

NEW PLANET FITNESS FACILITY FOREST HILLS LOT 5 SALEM STREET

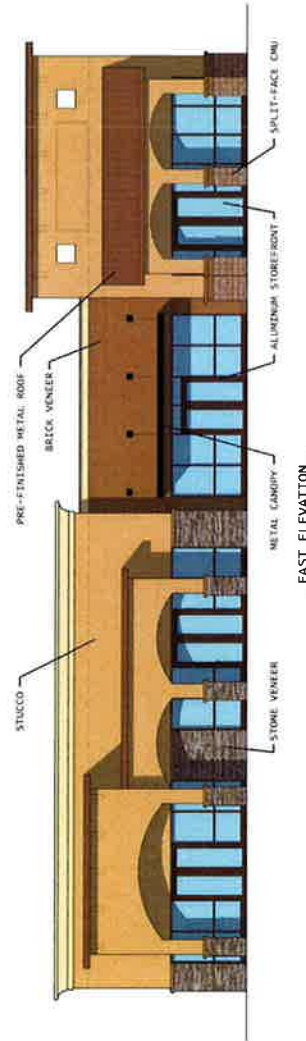
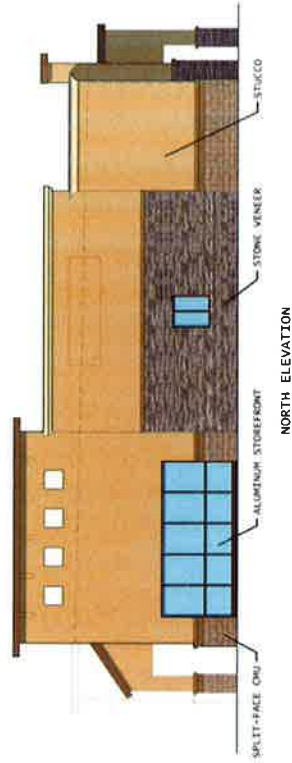
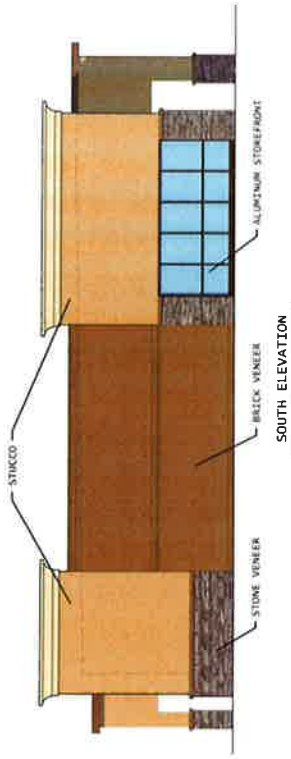


PLANNING COMMISSION APPROVED
04/23/2012 (AMIG)

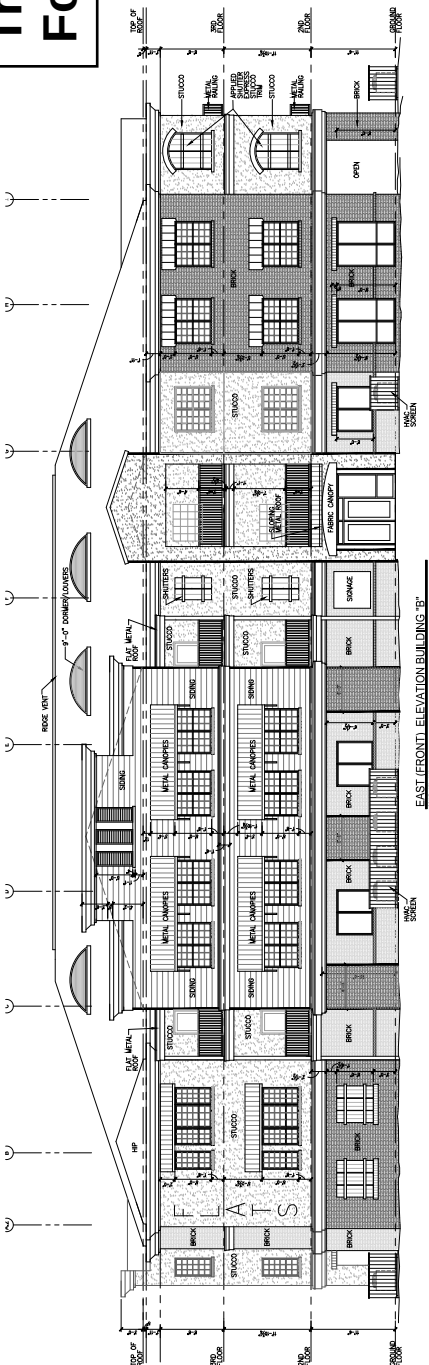
ADM 18-6123

Aspen Square

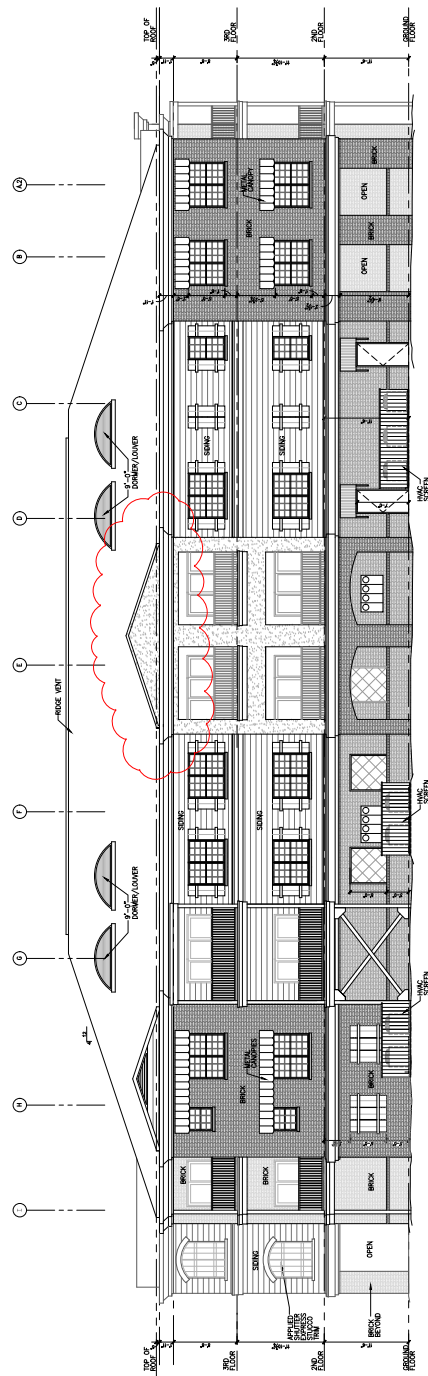
ASPEN SQUARE FOREST HILLS LOT 5



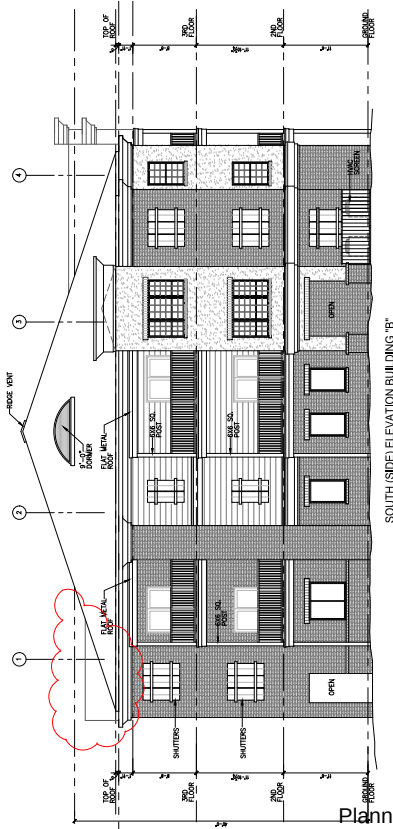
The Flats at Forest Hills



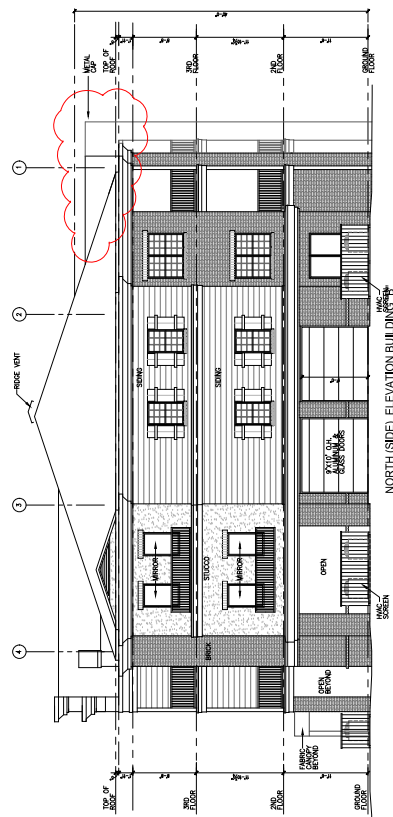
EAST (FRONT) ELEVATION BUILDING "B"



WEST (REAR) ELEVATION BUILDING "B"



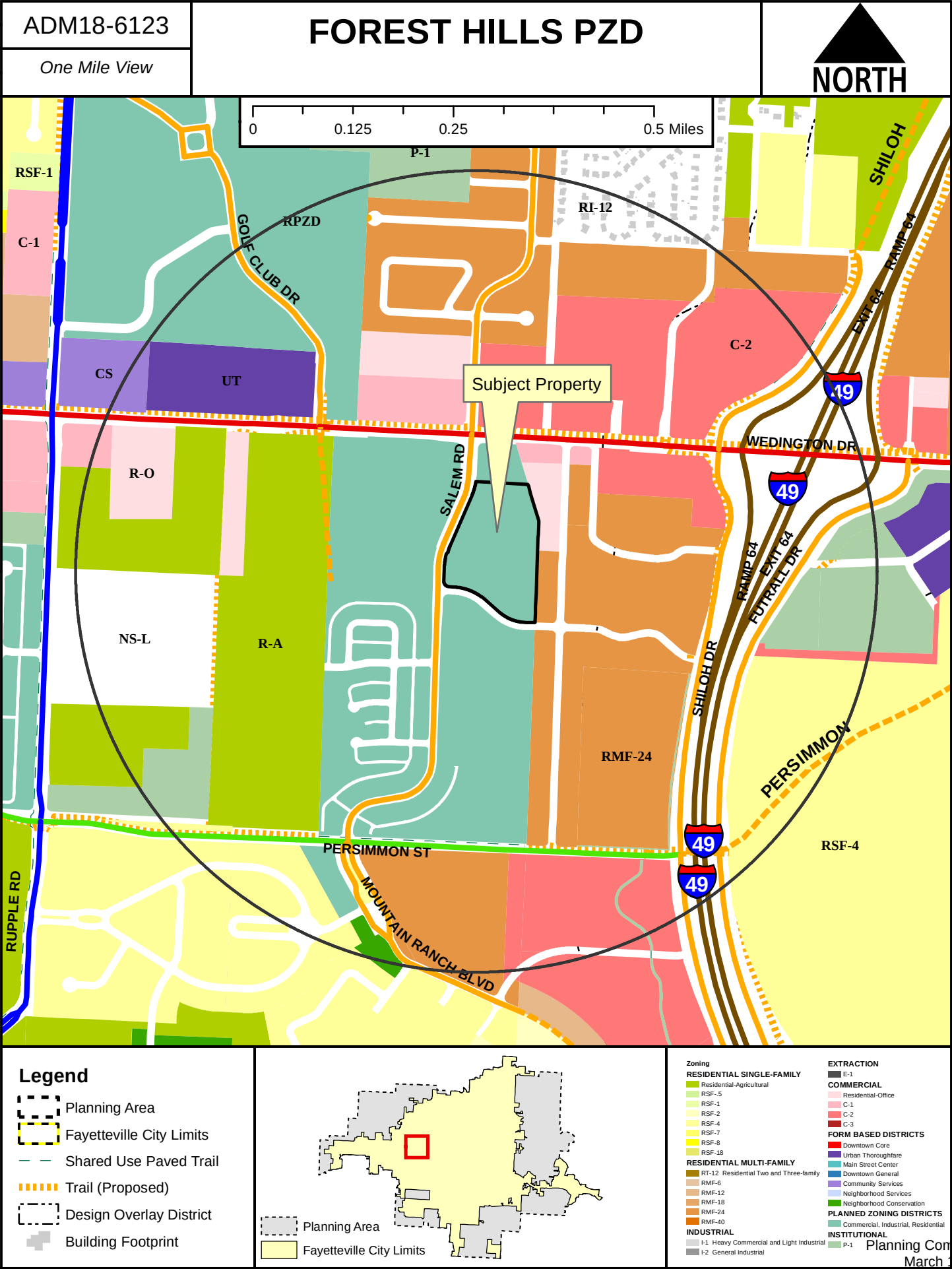
SOUTH (SIDE) ELEVATION BUILDING "B"



NORTH (SIDE) ELEVATION BUILDING B

EXTERIOR MATERIAL / COLORS:

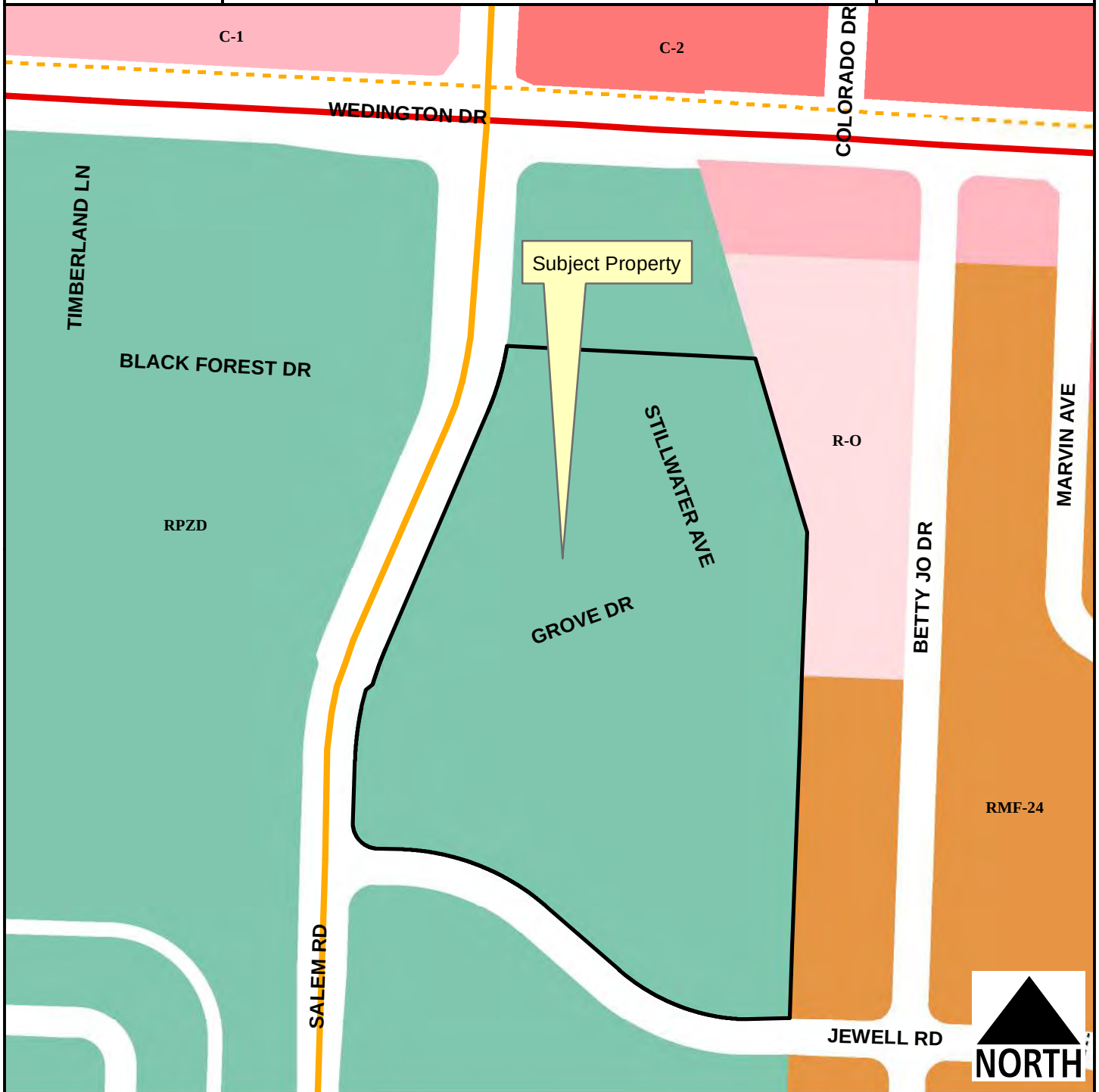
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COOF:	SAGE GREEN
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COOF:	WOOD TONE
COOF:	BLACK
COOF:	TAUPE
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ADM18-6123

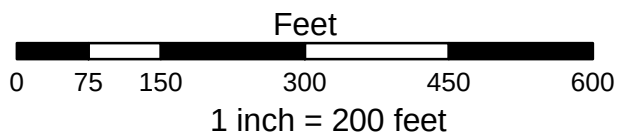
FOREST HILLS PZD

Close Up View



Legend

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

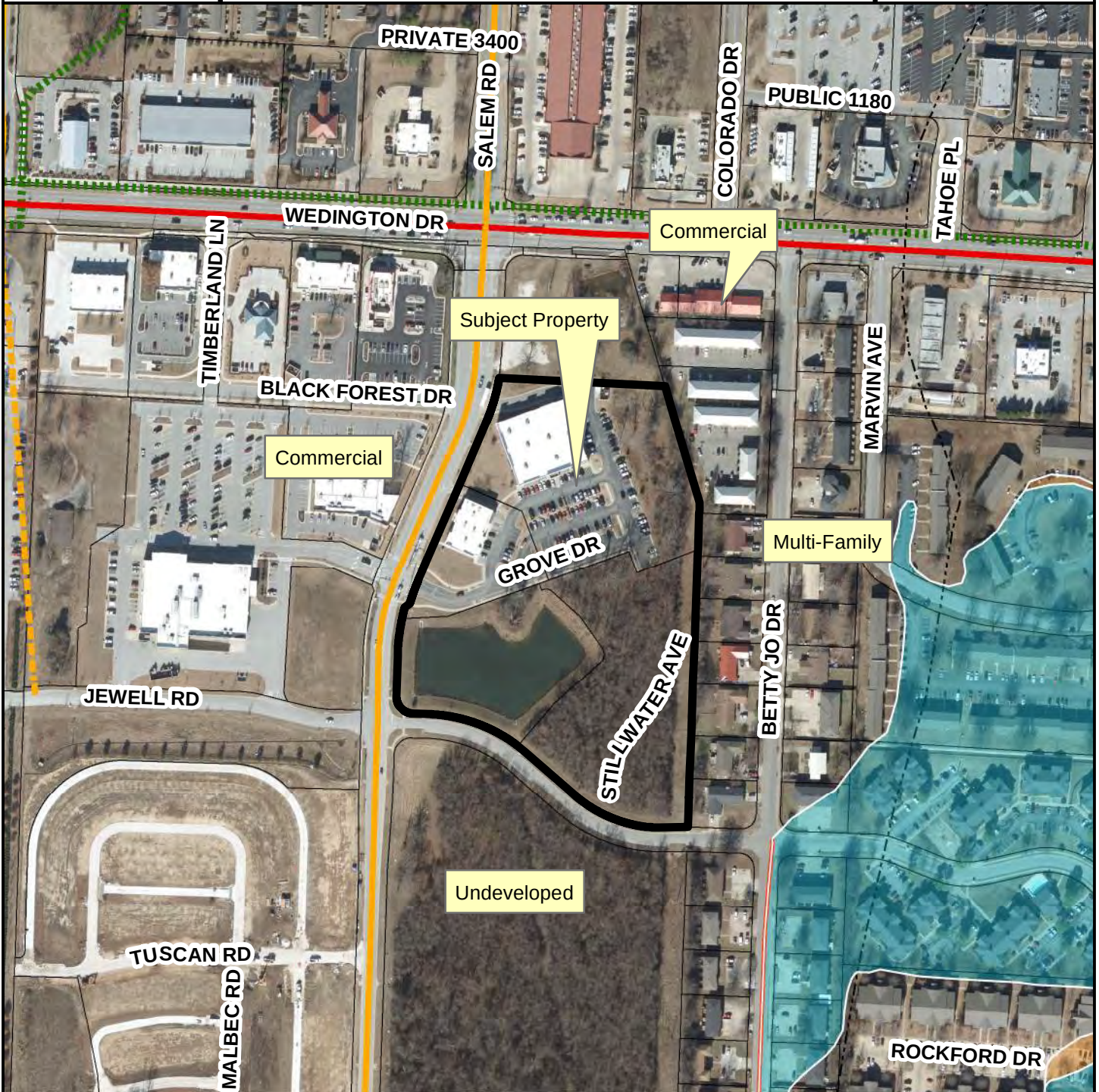


- RMF-24
- Residential-Office
- C-1
- C-2
- Commercial, Industrial, Residential

ADM18-6123

Current Land Use

FOREST HILLS PZD AMENDMENT



Streets Planned

MSP Class

COLLECTOR

Streets Existing

MSP Class

COLLECTOR

PRINCIPAL ARTERIAL

Trail (Proposed)

Planning Area

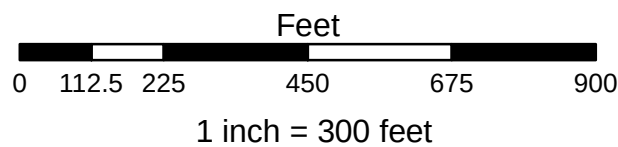
Fayetteville City Limits

Design Overlay District

FEMA Flood Hazard Data

100-Year Floodplain

Floodway



Planning Commission

March 12, 2018

Agenda Item 7

18-6123 Forest Hills PZD Amend.

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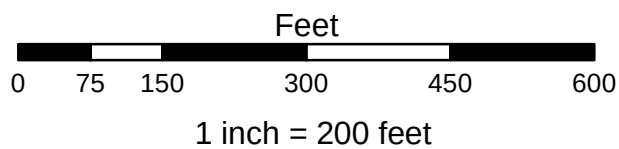


Future Land Use



Legend

- Planning Area
- Fayetteville City Limits
- Design Overlay District
- Building Footprint



FUTURE LAND USE 2030

- Residential Neighborhood Area
- City Neighborhood Area



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0190

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 6

WELCOMING FAYETTEVILLE PLAN:

A RESOLUTION TO APPROVE AND ADOPT THE WELCOMING FAYETTEVILLE PLAN

WHEREAS, in the Fall of 2016, Mayor Jordan was first introduced to the Welcoming City concept as a way to harness and foster the significant economic impact of new Americans in the region; and

WHEREAS, beyond the economic impact, there is value in the cultural diversity that new Americans bring to our school and workplaces including better problem-solving and critical thinking skills; and

WHEREAS, Mayor Jordan announced in his 2017 State of the City Address his intention to create a Welcoming Plan for the City of Fayetteville; and

WHEREAS, throughout 2017, City staff met with stakeholders in various sectors and held multiple public input sessions to identify existing conditions, barriers, and areas to improve in order to present 25 recommendations for action in three categories - The Community, The Economic Impact, and The Future; and

WHEREAS, adopting and implementing the Welcoming Fayetteville Plan is a natural extension of Fayetteville's values and hospitality and serves as a way to memorialize where we've been and where we are going as a diverse university City that brings cultures together.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and adopts the Welcoming Fayetteville Plan, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2018-0190

Legistar File ID

4/3/2018

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

Susan Norton

3/16/2018

COMMUNICATIONS/MARKETING (055)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving a resolution adopting the Welcoming Fayetteville Plan developed by City staff with stakeholder and public input.

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 \$ -

V20180209

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Susan Norton, Director of Communications and Marketing

FROM: Augusta Branham, Welcoming Fayetteville Project Manager, Communications

DATE: March 9, 2018

SUBJECT: Welcoming Fayetteville Plan

RECOMMENDATION:

Staff recommends approving a resolution adopting the Welcoming Fayetteville Plan developed by City staff with stakeholder and public input.

BACKGROUND:

In the fall of 2016, Mayor Lioneld Jordan was introduced to the Welcoming City concept during a meeting with the Northwest Arkansas Council and other Northwest Arkansas mayors to discuss a report on the economic impact of new Americans in the region, *Global Talent: The Economic Engine of Northwest Arkansas*. Subsequently, the group convened to discuss the opportunity for Northwest Arkansas municipalities, chambers of commerce, and stakeholders to work together on a regional welcoming effort. Mayor Jordan announced in his 2017 State of the City Address his intention to create the City's own Welcoming Fayetteville Plan. In July 2017, Fayetteville joined Welcoming America, the national organization that leads these efforts, as the first designated Welcoming City in Arkansas. Throughout 2017, City staff met with stakeholders in various sectors and held multiple public input sessions to identify barriers, existing conditions, and areas to improve.

DISCUSSION:

The mission of the Welcoming Fayetteville Plan is to create a plan focused on the inclusion and integration of new Americans in our community, so that Fayetteville can help break down barriers and make everyday life easier for those who are new to our country and our community. The plan consists of 25 recommendations for action in three categories: The Community, The Economic Impact, and The Future. These items are based on research done in the region and state, discussions with dozens of stakeholders in key sectors, an online survey in both English and Spanish, and five public input sessions with community members from all backgrounds.

Fayetteville is currently home to a foreign-born population of 7.1 percent. However, the foreign-born population is larger in other Northwest Arkansas cities. Fayetteville's neighbor to the north, Springdale, has the largest percentage of foreign-born individuals in Northwest Arkansas – 26 percent. While this population may not live in Fayetteville, they certainly enjoy the City's

services, parks, retail, restaurants, and the university. Census data reveal that the Northwest Arkansas region has experienced significant demographic changes in recent decades. In 2000, 6.9 percent of the region's population was foreign-born. Today, 11.2 percent of the region is foreign-born. Additionally, in 1990, nearly 96 percent of the population was white and 1.3 percent was Hispanic/Latino. Today, 73 percent of the population is white and 16 percent is Hispanic/Latino. Projections show the region's population becoming even more diverse in coming years.

New Americans make significant contributions to the economy by starting new businesses that create local jobs, supporting the workforce of the region's key industries, buying homes, and paying taxes. Additionally, Canopy NWA – the region's nonprofit agency for refugee resettlement and support – was founded in 2016 and has welcomed 55 individuals with another 50 on the way in 2018.

As a result of this plan, among other outcomes, the City wants to see the 7.1 percent foreign-born population increase. This plan is a natural extension of Fayetteville's values and hospitality, and a way to memorialize where we've been and where we are going as a diverse university City that brings cultures together. The importance of this plan goes beyond the economic impact that has been reported. There is value in the diversity that new Americans bring to workplaces and schools, and studies have shown the positive effects related to problem solving and critical thinking. Fayetteville must meet the needs of the individuals who live, work, visit, and play in the City.

BUDGET/STAFF IMPACT:

Most of the recommendations in the Welcoming Fayetteville Plan can be implemented for little to no cost, with the help of community partnerships and within the City's current CIP budget. As the Welcoming Fayetteville Plan is implemented over time, staff will seek partnerships, grants, and other funding opportunities to help offset potential implementation costs and advance the mission of this plan.

Attachments:

Welcoming Fayetteville Plan with Appendices



**THE WELCOMING
FAYETTEVILLE PLAN**
FOR A MORE INCLUSIVE,
INTEGRATED COMMUNITY

WHAT YOU'LL FIND HERE

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4 WELCOME
5 INTRODUCTION
6 THE WHY
7 PUBLIC INPUT
8 DEVELOPMENT TIMELINE
10 FRAMEWORK
11 OUR MISSION
12 THE OUTCOMES
13 IMPLEMENTATION TIMELINE

THE COMMUNITY

15 DRAFT STRATEGIES

THE ECONOMIC IMPACT

24 DRAFT STRATEGIES

THE FUTURE

32 DRAFT STRATEGIES

THANK YOU

39 ACKNOWLEDGMENT

APPENDICES

41 ENDNOTES
43 PUBLIC INPUT SUMMARIES



“MAYOR'S MESSAGE

*I've always believed in an open heart, open door and open mind, and I see this plan as an extension of those values. When new Americans arrive in Fayetteville, they face barriers that are unique and, sometimes, complicated. It's up to us to evaluate and ask ourselves, "Are we really doing everything we can to make Fayetteville a place that's easy for **everyone** to call home?" Most of all, no matter the color of your skin, where you're from, who you love, or your religious beliefs, know that we welcome you here in Fayetteville. Today and every day.*

LIONELD JORDAN
Mayor, City of Fayetteville





WELCOME

[wel-kuh m] verb

: to greet (someone) in a warm and friendly manner

INTRODUCTION

Take a walk around the downtown square during a Saturday farmers' market, or a stroll through campus or the public library, and you'll see Fayetteville's heart: a passionate community that cares deeply about equality, involvement, and creating a strong sense of place.

As a natural extension of Fayetteville's values and hospitality, the City has created a deliberate plan to welcome new Americans to our community. We are proud of this City's diversity and distinctiveness, and we think it's time to encourage growth through intentional efforts that support integration and inclusion. When new Americans arrive in our City, we want them to do more than just survive – we want to see them thrive and flourish in our community and in their neighborhoods. And we want to do this to create increasing diversity in our community.

Over the last decade, the City of Fayetteville has made great strides in its efforts to be a City for all people. Under the leadership of Mayor Lioneld Jordan, the City regularly acknowledges and celebrates women, LGBT people, indigenous people, immigrant heritage, black history, and many others. In 2015, the City passed a civil rights ordinance, which extends federal and state protections regarding discrimination to lesbian, gay, bisexual and transgender citizens and visitors.

While Fayetteville's foreign-born population is small compared to that of the metro area, it plays an important role in the region's diversity as the home to the University of Arkansas. The City's foreign-born population sits at 7.1 percent, according to the 2016 American Community Survey, and we see this fact as an opportunity for significant growth in the coming years.

This welcoming plan outlines 25 recommendations for action in three categories based on research done in the region and state, discussions with dozens of stakeholders in key sectors, an online survey, and five public input sessions with community members from all backgrounds. These recommendations address areas for improvement in the following sectors:

- Learning, teaching, education
- Community, culture, arts
- Health, transportation, housing
- Government and policy
- Business and economic development

THE WHY

It was in the fall of 2016 that Mayor Jordan was first introduced to the Welcoming City concept. He and other Northwest Arkansas mayors met with the Northwest Arkansas Council to discuss a report on the economic impact of new Americans in the region, *Global Talent: The Economic Engine of Northwest Arkansas*. The study highlights how new Americans make significant contributions to the economy “by starting new businesses that create local jobs, supporting the workforce of the region’s key industries, buying homes, and paying taxes.”¹ Also in late 2016, Canopy NWA - the region’s nonprofit agency for refugee resettlement and support - welcomed its first family.

After that initial meeting, the group convened again to discuss the opportunity for Northwest Arkansas municipalities, chambers of commerce, and stakeholders to work together on a larger, regional welcoming effort. In June 2017, the Northwest Arkansas Council established WelcomeNWA, which is working to develop a plan to advance inclusion of all members of the regional community.

Fayetteville has joined Welcoming America, the national organization that leads these efforts, as the first designated Welcoming City in Arkansas. More than 100 local governments and nonprofit organizations around the country have joined the Welcoming America network. Fayetteville is also working with the WelcomeNWA office on the regional inclusion effort. The Northwest Arkansas collaboration will put Arkansas in the spotlight at a national level, demonstrating Fayetteville and other communities are leaders in this effort.

We know there’s a significant positive economic impact when new Americans are fully integrated and included in the communities in which they live and work, but these efforts also go beyond developing the economy. There is value in the cultural diversity that new Americans bring to our schools and our workplaces. We all benefit from engaging conversations and experiences with people whose backgrounds differ from ours, and this leads to better problem solving skills, more open minds, and the ability “to navigate adulthood in an increasingly diverse society - a skill that employers value.”²

Ultimately, these efforts help “us work together to make sure that all of us - white, black, Christian, Muslim, or any faith - are part of making a community a great place to live. By giving each person an equal opportunity to contribute, it makes the entire community stronger.”³

Census data reveal that the Northwest Arkansas region has experienced significant demographic changes in recent decades. In 2000, 6.9 percent of the region’s population was foreign-born. Today, 11.2 percent of the region is foreign-born. Additionally, in 1990, nearly 96 percent of the population was white and 1.3 percent was Hispanic/Latino.⁴ Today, 73 percent of the population is white and 16 percent is Hispanic/Latino.⁵ Projections show the region’s population becoming even more diverse in coming years.

Simply put: We are growing and changing. Most of all, we are embracing these changes with intention.

PUBLIC INPUT

Language was noted by survey respondents as the **top barrier** for new Americans in Fayetteville



When asked in which sectors they would like to see resources invested, the public prioritized **education, housing, transportation & healthcare**

Transportation & affordable housing were frequently mentioned as **top barriers** by survey respondents

Five public input sessions were held at the:

FARMERS MARKET

PUBLIC LIBRARY

HISPANIC

HERITAGE

FESTIVAL

CITY HALL LOBBY

UNIVERSITY

OF ARKANSAS

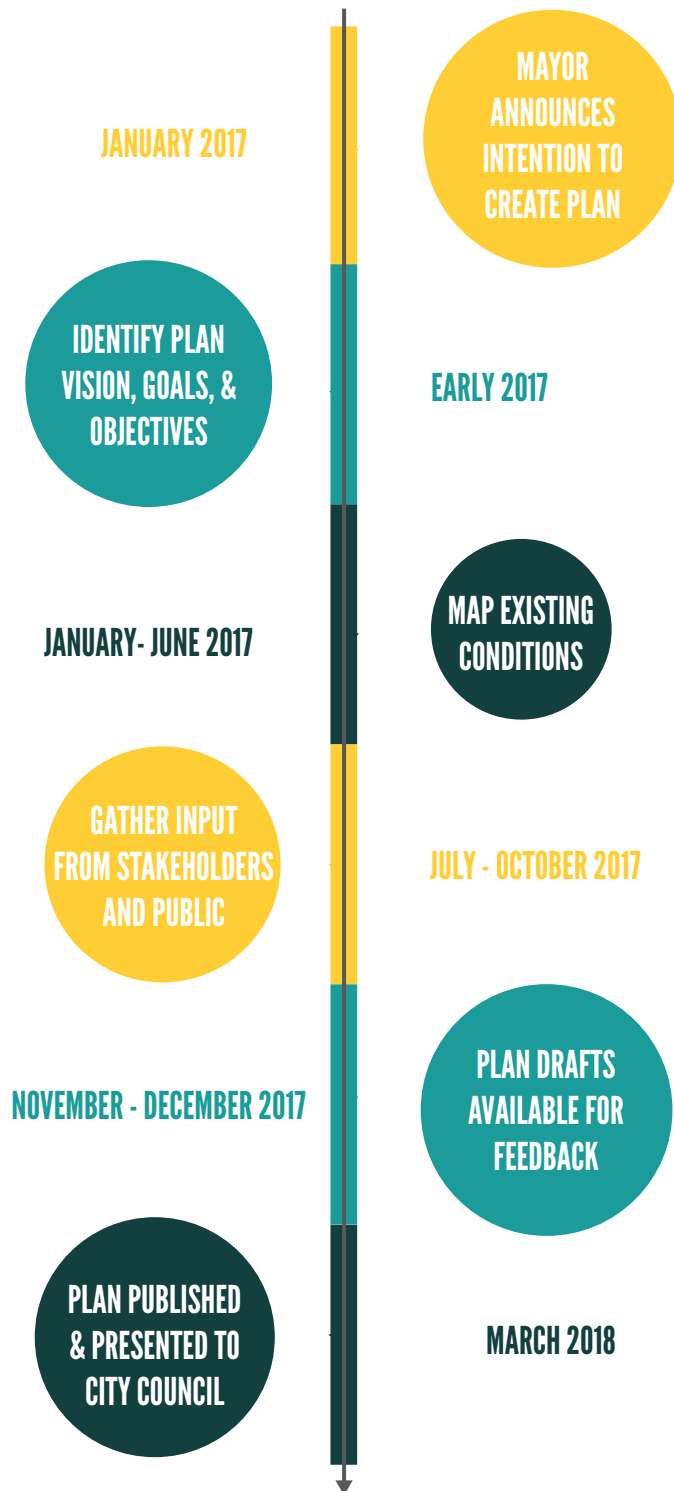
STUDENT UNION

COURTYARD

More than 200 people turned out at the in-person sessions, and the online survey, which was distributed in English and Spanish, received a combined 412 responses, with 224 completing the survey

DEVELOPMENT TIMELINE

The majority of this plan was developed over the course of 2017 with the help of a great number of experts, stakeholders, community members, and City staff.





FRAMEWORK

The recommendations in this plan are split into three categories, noted below. Within each of these categories, recommendations fall into one or more of the sectors listed to the right. This list was guided by the sector checklist in Welcoming America's Community Planning Process Guide.

THE COMMUNITY

A successful community creates a sense of belonging. It embraces and shifts with its changing population. It celebrates diversity through avenues that are accessible to everyone. A community breaks down barriers and makes everyday life easier.

THE ECONOMIC IMPACT

As seen in recent reports, the economic impact of new Americans on our region is undeniable. This means more jobs, more contributions, and a more diverse and well-educated working population.

THE FUTURE

The future is our youth and our overall education system. The future means thinking ahead and building today for a better tomorrow. The future demands patience, nurturing and open ears.



**LEARNING, TEACHING
& EDUCATION**



**COMMUNITY,
CULTURE & ARTS**



**HEALTH,
TRANSPORTATION
& HOUSING**



**BUSINESS &
ECONOMIC
DEVELOPMENT**



**GOVERNMENT
& POLICY**

OUR MISSION

TO CREATE A PLAN FOCUSED ON
THE INCLUSION AND INTEGRATION
OF NEW AMERICANS
IN OUR COMMUNITY,
SO THAT WE CAN HELP
BREAK DOWN BARRIERS
A N D M A K E
EVERYDAY LIFE EASIER
FOR THOSE WHO ARE NEW TO
OUR COUNTRY AND OUR COMMUNITY.

THE OUTCOMES

As a result of this plan, in the next 5 years we want to see...

- ☐ ...an increase in Fayetteville's foreign-born population.
- ☐ ...more multilingual materials available in City government, local organizations, and from services providers.
- ☐ ...a diverse demographic participating in local government.
- ☐ ...strong, trusting relationships between new Americans and local government, communities, neighbors, service providers, and public safety departments.
- ☐ ...intentional, thoughtful approaches to programs that take into consideration all residents.
- ☐ ...Fayettevillians who are more educated about the value that new Americans and cultural diversity brings to our City.
- ☐ ...ongoing conversations between the City and organizations that frequently work with new Americans.
- ☐ ...efforts to attract and retain talent, including international students.
- ☐ ...increased access to housing and transportation services.

IMPLEMENTATION TIMELINE

	THE COMMUNITY	THE ECONOMIC IMPACT	THE FUTURE
SHORT TERM 6 MONTHS TO 1 YEAR	Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions Host and attend events to celebrate immigrant culture and heritage Create a chart that identifies the first steps to make when a non-English speaker makes contact with the City Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts Establish welcoming hubs to share information, offer classes, and serve as congregating spaces	Develop marketing plan to feature immigrant business success stories Create a welcoming business designation program	Ensure schools can connect new families with other services and resources in the community Create a course for adults to take an introduction to city government
MID TERM 1 TO 2 YEARS	Identify long-term funding solution for transit route expansions and ensure basic information, such as route maps, charts and apps, is multilingual Identify and evaluate existing health and social services directories Implement citywide cultural awareness training	Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies Identify community mentors to pair with immigrant entrepreneurs Expand immigrant-friendly job fairs	Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs Explore opportunities to expand English as a Second Language (ESL) programs Create an independently managed international student ambassador program
LONG TERM 3 TO 5 YEARS	Explore barriers to obtaining a driver's license Offer key documents and forms in other languages	Focus on workforce development and ensure access to training resources Continue to create opportunities for affordable housing Consider registering as an E-Verified employer	Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States

the
community

THE COMMUNITY: OVERVIEW

This plan would not be possible without the support of our strong welcoming community. When Fayettevillians care deeply about an initiative, they join together with a special determination, they spread the word, and they find resources.

A strong community is one that welcomes with open arms, listens closely and thinks creatively. To create the 2016 Cisneros Center report *New Americans in Northwest Arkansas: A Qualitative Community Assessment*, more than 300 new Americans shared their thoughts on life in the region. The “research reveals a widespread enthusiasm for greater community integration. New Americans express desires to communicate more effectively with their new neighbors and...service providers seek to better reach and serve new Americans.”⁶

The recommendations in this section will change the way new Americans integrate into Fayetteville’s community, with the goal of making services more accessible and information widely available.



THE COMMUNITY: RECOMMENDATIONS

1. Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions
2. Identify a long-term funding solution for transit route expansions and ensure basic information, such as route maps/charts, is multilingual
3. Explore barriers to obtaining a driver's license
4. Offer key documents and forms in other languages
5. Host and attend events to celebrate immigrant culture and heritage
6. Create a chart that identifies the first steps to make when a non-English speaker makes contact
7. Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts
8. Identify and evaluate existing health and social services directories
9. Implement citywide cultural awareness training
10. Establish welcoming hubs to share information, offer classes, and serve as congregating spaces

THE COMMUNITY: RECOMMENDATIONS

1. Explore barriers and encourage civic engagement for new Americans who wish to participate in boards, committees, commissions and other leadership positions **SHORT TERM**

The City of Fayetteville seeks to encourage new Americans to pursue leadership positions and join in making Fayetteville a City where all people can succeed regardless of their race, gender, or religious beliefs. Diverse local leadership is essential for well-rounded decision making. Studies have shown the positive effects of diversity and multiple perspectives in groups, such as innovation, creativity, and better problem solving.

The City will enable new Americans to participate in boards, committees, and commissions by removing barriers they face related to citizenship requirements. Currently, Fayetteville City Code § 33.329 restricts appointments to “registered voters within the corporate limits of Fayetteville.” To be a registered voter, an individual must be a U.S. citizen. This restricts visa or green card holders who may have expertise in a certain field and care about the future of Fayetteville.

The City will amend this requirement for City-created advisory boards and commissions, including: Active Transportation Advisory Committee, Airport Board, Animal Services Advisory Board, Audit Committee, Civil Rights Commission, Environmental Action Committee, Fayetteville Arts Council, Keep Fayetteville Beautiful Committee, Parks and Recreation Advisory Board, Telecommunications Board, Town and Gown Advisory Committee, Urban Forestry Advisory Board, and Walton Arts Center Council, Inc. The City will also explore requirements for the Northwest Arkansas Regional Planning Commission and state-created boards.

After amending the requirements, City staff will identify and reach out to community organizations that can help advertise quarterly openings. The City’s Communications Department will also create educational brochures and flyers to encourage engagement.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City Attorney’s Office

THE COMMUNITY: RECOMMENDATIONS

2. Identify a long-term funding solution for transit route expansions and ensure basic information, such as route maps, charts and apps, is multilingual MID TERM

Identified by the public and stakeholders as one of the top barriers for new Americans in Fayetteville, transit plays an important role in the lives of those new to the City. Transit is used to travel to school, job interviews, work, grocery stores, the library, parks and recreational venues, and more. In a 2015 survey, 25 percent of students, staff, and faculty traveling to the University of Arkansas used transit to get to campus.⁷ The University of Arkansas recently completed a transportation master plan in which recommendations were made to reorganize routes, create bi-directional service and increase number of buses.⁸ Additionally, the City of Fayetteville will adopt a new mobility plan in 2018, which will make recommendations about the future of transportation. Also in 2018, City administration and Ozark Regional Transit will evaluate route design, with a focus on changing routes based on a distance or place to routes based on ridership and frequency. This evaluation will take into account key areas that people want to go to maximize the funding effectiveness and to establish the funding shortfalls.

As a financial supporter of both of Fayetteville's transit providers, the City will advocate for integrated route data in map applications. Ozark Regional Transit recently placed its data in Google Maps, but Razorback Transit has yet to make its route information available in a widely used map application. The City will work with Razorback Transit to explore the feasibility of putting route data in Google Maps, so that riders can plan efficient routes regardless of transit provider.

GROUP(S) RESPONSIBLE: City administration, Development Services Department, Engineering Division, University of Arkansas, Ozark Regional Transit

3. Explore barriers to obtaining a driver's license LONG TERM

In a City where nearly 90 percent of individuals use a car, truck, or van to get to work, the ability to obtain a driver's license is crucial. And while biking, walking, and transit conditions are constantly improving, living without a car and driver's license in Fayetteville can be difficult. A driver's license allows independence and the ability to get to and from work, school, and the amenities of daily life. The City of Fayetteville will explore barriers to obtaining a license, such as the availability of education resources and translations of the written drivers' test, and look for ways to work with the state and community organizations to improve the process.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Arkansas Department of Finance and Administration

THE COMMUNITY: RECOMMENDATIONS

4. Offer key documents and forms in other languages **LONG TERM**

To make communication with non-English speakers friendlier, City staff will identify and prioritize forms, policies, and other documents used most frequently by the public. Popular forms, such as the application for utility services, will be translated first. In recent years, the City migrated to a website platform that offers a translation tool, which supports numerous languages. However, PDF documents and online forms using a third-party system lack this ability. This initiative coincides with the City's recent efforts to modernize its forms, simplify processes, eliminate technical jargon, and consider the devices the public uses to access City resources. As the City's technology evolves, it will also explore the possibility of offering utility bills in more than one language. This initiative serves as a simple, but impactful way to ensure those who aren't yet proficient in English have equitable access to key information offered by the City.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Information Technology Department

5. Host and attend events to celebrate immigrant culture and heritage **SHORT TERM**

The Mayor will recognize and celebrate immigrant culture and heritage, emphasizing its importance in making us a stronger City. Every September, cities across the country join Welcoming America in celebrating Welcoming Week as a way to change the rhetoric, shape the immigrant experience, and affirm values. Cities are encouraged to host festivals, volunteer projects, or classes that bring native- and foreign-born communities together. The City of Fayetteville will celebrate Welcoming Week every year and will seek ways to unite neighbors. Additionally, the Mayor will support ongoing events during this time of year, such as the Fayetteville Chamber of Commerce's annual Hispanic Heritage Festival.

Currently, naturalization ceremonies are held four times a year at the John Paul Hammerschmidt Federal Building in downtown Fayetteville. The Mayor and staff will reach out to new citizens to celebrate their achievement, share resources, and build awareness about Fayetteville's welcoming efforts. Oftentimes, the road to becoming a citizen can be difficult to navigate, presenting many challenges and barriers along the way. This commitment to our country deserves recognition and appreciation.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City administration



**We are in this period of
profound demographic
change.**

BILL SCHWAB
University Professor | University of Arkansas



THE COMMUNITY: RECOMMENDATIONS

6. Create a chart that identifies the first steps to make when a non-English speaker makes contact with the City **SHORT TERM**

Training employees who frequently interact with the public to know the first step to make when a non-English speaker calls or visits an office is the first step to good customer service. The ability to serve everyone, regardless of their English language proficiency, is a priority for City departments that offer essential services to the public, such as utility billing, recycling and trash pickup, development services, and public safety. The City of Fayetteville will create a standard operating procedure and chart that can be used in these departments and during training.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Human Resources Department, all City divisions

7. Create commercials, signs, and other marketing materials that promote Fayetteville's welcoming efforts **SHORT TERM**

As part of the marketing efforts for this plan, the City will look for opportunities to place signage or advertisements around Fayetteville to promote the plan and welcoming efforts. These materials will highlight the City's work with the community and organizations, and will build awareness about the contributions of new Americans in Fayetteville. Most importantly, marketing campaigns will focus on educating new and lifelong citizens about the importance of diversity in our City.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Media Services Division

8. Identify and evaluate existing health and social services directories **MID TERM**

Oftentimes resources are available, but finding them can be the greatest obstacle. The City will identify current resource providers and existing directories that pull together helpful information. These directories should identify providers that have the capacity to serve new Americans. Staff will develop relationships with organizations that provide this information and explore ways to improve. Additionally, staff will promote and share these resources in an effort to ensure they are accessible through print and digital outlets.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department

THE COMMUNITY: RECOMMENDATIONS

9. Implement citywide cultural awareness training **MID TERM**

The Mayor will implement a citywide cultural awareness training program that will focus on employee education, with an emphasis on those who work directly with the public. For the past two decades, the Fayetteville Police Department has trained its officers in racial diversity. New officers receive cultural diversity and racial profiling training at the Arkansas Law Enforcement Training Academy and the department holds annual training sessions on various diversity topics. However, City employees in departments outside the police department have yet to receive regular training. Because of their leadership and experience in these programs, City staff will work with the Police Department to develop curriculum and best practices for all City departments and staff. Additionally, the City will explore opportunities to work with organizations such as the Human Rights Campaign that may offer diversity training for employees. This training will focus on developing cultural competency, sensitivity, and an understanding and respect for racial, religious, and cultural differences. Employees will receive training in working closely with individuals with diverse backgrounds and those who aren't yet proficient in English.

GROUP(S) RESPONSIBLE: City administration, Communications and Marketing Department, Human Resources Department, Police Department, all City divisions

10. Establish welcoming hubs to share information, offer classes, and serve as congregating spaces **SHORT TERM**

Language and cultural barriers can be some of the first roadblocks when arriving in a new country, and these divisions can make it difficult to lead a successful life in a new home. To ease some of this shock, the City of Fayetteville will identify and establish welcoming hubs to share information, offer classes, and serve as congregating spaces.

Fayetteville is a growing City with several services already in place that can be of use to new Americans; however, finding this information and piecing it together can be complicated. Welcoming hubs serve as a central location to disseminate resources, hold classes, and serve as the community's integration center. A welcoming hub should be a friendly, community-minded location where individuals can feel comfortable asking for information or attending a class. Potential locations include community centers and the Fayetteville Public Library. Ultimately, these hubs will serve as an approachable space for new Americans first arriving in Fayetteville and those looking to learn more about the City and its services.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Fayetteville Public Library, Yvonne Richardson Community Center



the
economic
impact

THE ECONOMIC IMPACT: OVERVIEW

We cannot ignore the positive economic impacts of new Americans. As seen in the 2016 report *Global Talent: The Economic Engine of Northwest Arkansas*, immigrants accounted for 42 percent of Northwest Arkansas's population growth between 2009 and 2014. New Americans contribute to our economy as business owners, workers, consumers, and home buyers.

According to research by the Kauffman Foundation, immigrants are more than twice as likely to start a business as the native born.⁹ And, despite accounting for approximately 13 percent of the U.S. population in 2014, 28.5 percent of new entrepreneurs were immigrants – up from 13.3 percent in 1997.¹⁰

Northwest Arkansas is no stranger to entrepreneurs, and research shows that immigrants are not only more likely to start businesses, but also that many of the most successful businesses in our country were founded by them. The Center for American Entrepreneurship reported that 43 percent of Fortune 500 companies were founded or co-founded by an immigrant or the child of an immigrant. "The findings of CAE's analysis... demonstrate the remarkable and persistent importance of immigrants to the creation and growth of America's largest, most successful, and most valuable companies."¹¹

The Northwest Arkansas region also relies on immigrants who play an important role in supporting industries such as construction; manufacturing; transportation and warehousing; and information and communication. The recommendations in this economic impact section will look at ways to support immigrants in entrepreneurial efforts and ensure equitable access to resources – whether that's affordable or attainable housing, job fairs, or a business mentor.



THE ECONOMIC IMPACT: RECOMMENDATIONS

11. Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies

12. Focus on workforce development and ensure access to training resources

13. Develop marketing plan to feature immigrant business success stories

14. Identify community mentors to pair with immigrant entrepreneurs

15. Continue to create opportunities for affordable housing

16. Create a welcoming business designation program

17. Expand immigrant-friendly job fairs

18. Consider registering as an E-Verified employer

THE ECONOMIC IMPACT: RECOMMENDATIONS

11. Task entrepreneurial resource providers to offer comprehensive support for immigrant-owned startup companies MID TERM

The City of Fayetteville contracts with Startup Junkie Consulting to implement the entrepreneurship and innovation aspects of its economic development plan, Fayetteville First. As seen in reports, new Americans are more likely to possess an entrepreneurial spirit and start a business than native-born individuals. However, language barriers, lack of familiarity with development processes and City ordinances, and access to resources may hinder success. The City will identify gaps in its services for these entrepreneurs and will task resource providers to offer comprehensive, considered support for immigrant entrepreneurs who seek guidance in starting a business in Fayetteville.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

12. Focus on workforce development and ensure access to training resources LONG TERM

Fayetteville is growing at an average of one new business a day, so providing a pipeline of talent for existing and prospective companies is a top priority for the City. New Americans support key industries that also overlap with the targeted sectors outlined in the City's economic development plan, such as manufacturing, retail, and specialized technology. These sectors, among others, have been identified as those in which Fayetteville will have success and are the top opportunities that the City will focus its time and effort. In 2018, the City will begin development of its first workforce development plan that will focus on attracting, developing, and maintaining a diverse talent pipeline that will fill positions in its growing industry sectors.

Additionally, the City of Fayetteville is committed to ensuring all citizens have access to the information they need to equip themselves with the skills and education to achieve employment at a sustainable living wage. The City will evaluate the Fayetteville workforce center's ability to assist individuals with a low English proficiency through training, education, and supportive services and will look for opportunities to expand apprenticeship programs in the area. Ensuring accessible resources exist in our community will allow new Americans to be equipped with the skill sets they need to thrive in our workforce and employers to hire the talent needed to thrive and expand.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

THE ECONOMIC IMPACT: RECOMMENDATIONS

13. Develop marketing plan to feature immigrant business success stories **SHORT TERM**

The City's economic development plan identifies marketing and communications as a strategic focus area that will increase awareness of Fayetteville and promote the community's strengths. As part of these efforts, the City has developed a series of success stories and video features. The City will build on this existing effort to identify immigrant business owners who can share their stories of success in Fayetteville. This will allow the City to highlight individuals making significant contributions to the economy, and it will position Fayetteville as an attractive, ideal place to find a career or start a business.

GROUP(S) RESPONSIBLE: City Economic Vitality Department and Communications and Marketing Department



14. Identify community mentors to pair with immigrant entrepreneurs **MID TERM**

The City will work with its contracted economic development service providers to identify successful mentors from the private and public sectors who can provide advice, support, and guidance for immigrant entrepreneurs. These relationships will help immigrants navigate the process of starting a business and may prevent hiccups or barriers that would otherwise hinder success for a new business owner.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting



**Immigrants are some of
the hardest working, most
motivated members of
our community.**

WELCOMING FAYETTEVILLE
Survey Respondent



THE ECONOMIC IMPACT: RECOMMENDATIONS

15. Continue to create opportunities for affordable housing **LONG TERM**

Increasingly, the need for affordable and attainable housing in Fayetteville is identified as a point of concern for those who live and work in Fayetteville. So, it's no surprise that the public also identified this need as a top barrier for new Americans in our community. As property values increase and the public voices concern, the City is constantly discussing this matter and looking for ways to create opportunity. In 2016, City Council approved a \$1 million cost-share agreement for the construction of public infrastructure for a mixed-income development focused on creating sustainable and attainable housing. In 2017, the City asked the public for help in identifying the biggest challenge facing Fayetteville, and housing climbed to the top of the list; more than a third of respondents mentioned either affordable housing, low income housing or homelessness as the top challenge in our City. As a result, City staff and community stakeholders worked together in late 2017 to brainstorm ideas and solutions on the topic. In keeping with subsequent efforts, such as the Housing Northwest Arkansas symposium, the City will continue to join and lead conversations related to finding innovative ideas to address attainable and affordable housing in the region.

This subject was also established in 2011 as one of six goals in City Plan 2030: "We will create opportunities for attainable housing." City Council reaffirmed the goal in its Strategic Plan 2050. The ability to access affordable and attainable housing affects how much discretionary income a family has to spend in our community, the stability of a child's housing environment and their chance at success, the likelihood that a family becomes homeless, and the ability to save for the future. "Across the U.S., 18.4 million low-income households pay more than 50 percent of their income on housing, and face difficult trade-offs with regard to other essential needs, such as food, clothing, transportation and health care."¹²

Going forward, the City will continue to identify and pursue opportunities to create affordable and attainable housing. City staff will work to find innovative, sustainable solutions and will keep an open dialogue with community organizations that support new Americans to ensure awareness about existing programs.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, City Media Services Division, City Development Services, City Planning, City Administration

THE ECONOMIC IMPACT: RECOMMENDATIONS

16. Create a welcoming business designation program **SHORT TERM**

In an effort to create an integrated community-wide approach, the City will work with local businesses to become designated as a welcoming business. This designation will create awareness around the community-wide effort to support the plan, foster advocates, and hopefully generate compassionate neighbors. The City will implement a pledge for businesses to take, or set criteria to meet, before a business becomes designated as welcoming. Businesses that meet the criteria may display a City-designed sticker or cling in a storefront window as a recognizable symbol of their designation.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting

17. Expand immigrant-friendly job fairs **MID TERM**

City staff will work with community organizations, businesses, and the University of Arkansas to expand immigrant-friendly job fairs in Fayetteville. Job fairs can help new Americans transition into new careers in an unfamiliar location. Fair organizers should consider transit route access to event locations and multilingual marketing materials. These events can help connect new Americans with their first job in Northwest Arkansas and to companies with a need to fill gaps in employment.

GROUP(S) RESPONSIBLE: City Economic Vitality Department, Fayetteville Chamber of Commerce, Startup Junkie Consulting, University of Arkansas, Fayetteville Public Schools

18. Consider registering as an E-Verified employer **LONG TERM**

The City of Fayetteville will research and consider registering as an E-verified employer with the United States Department of Homeland Security. E-Verify processes an employer's I-9 forms and verifies employment eligibility. The system compares data in the form to data from the DHS and Social Security Administration. As home to the University of Arkansas, the City of Fayetteville is more likely than other Northwest Arkansas cities to garner employment interest from recent international student graduates. However, international students who choose to participate in Optional Practical Training, which means they can remain in the country for 12 to 36 months to gain degree-related experience prior to filing for an H-1B petition, must be employed by an E-Verified entity. While E-Verify is a free, web-based system, it will require staff training and time from the City's Human Resources Department.

GROUP(S) RESPONSIBLE: City Human Resources Department



the
future

THE FUTURE: OVERVIEW

Immigrant families face unique barriers when they first arrive here in our country and state. Access to a strong, supportive education system is vital to the success of immigrant children and their parents.

Oftentimes immigrant children, some as young as five years old, serve as translators for their parents – an exhausting task when they must carry the burden of learning about health care plans or college and financial aid processes. As seen in a recent report that looks at challenges for immigrant families, the more than 80,000 immigrant children in Arkansas “are more likely to live in or near poverty than their peers in other states.”¹³ Additionally, they are less likely than children in U.S.-born families to be enrolled in preschool, which “can make all the difference in preparing children to succeed in school, especially those who may not speak English at home.”¹⁴

The public and stakeholders in Fayetteville have identified education and language, for children and adults, as the top barrier for families new to our country and city. At both the in-person sessions and in the online survey, respondents selected as the top priority the strategy to advocate for effective resources of children of immigrants, including child care, pre-K and multilingual parental engagement.

Welcoming new Americans into our schools benefits the children as they have access to a quality education, and it also benefits children born right here in Fayetteville. “Researchers have documented that students’ exposure to other students who are different from themselves and the novel ideas and challenges that such exposure brings leads to improved cognitive skills, including critical thinking and problem solving.”¹⁵ Simply put, “diversity makes us smarter.”¹⁶

The recommendations in this section touch on ways the City of Fayetteville, Fayetteville Public Schools, and other planning partners can connect families, improve services and explore new opportunities.



THE FUTURE: RECOMMENDATIONS

19. Explore opportunities to expand English as a Second Language (ESL) programs

20. Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs

21. Ensure schools can connect new families with other services and resources in the community

22. Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents

23. Create a course for adults to take an introduction to city government

24. Create an independently managed international student ambassador program

25. Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States

THE FUTURE: RECOMMENDATIONS

19. Explore opportunities to expand English as a Second Language (ESL) programs MID TERM

English language tutoring and classes are currently offered at a multitude of entities throughout Fayetteville, including the Ozark Literacy Council, Fayetteville Public Schools and the Adult Education Center, and the University of Arkansas's Spring International Language Center. The City of Fayetteville will work with these entities to identify gaps, barriers, and solutions to English language education. Needs identified by stakeholders include funding for additional staffing, satellite locations and online courses, transit routes that bring students closer to facilities, and childcare availability.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools, City Communications and Marketing Department

20. Support multilingual parental engagement and identify opportunities to expand child care and pre-K programs MID TERM

In 2010, children of immigrants accounted for 10 percent of children in Arkansas, compared to 5 percent in 2000.¹⁷ Public input for this plan revealed access and engagement for children of immigrants as the top priority in this category. The City will identify and explore existing pre-K and child care programs in Fayetteville and will advocate for multilingual and cultural engagement in schools, outreach materials, and events, as Fayetteville Public Schools is home to more than 50 languages and approximately 1,000 English language learners. As identified in stakeholder meetings, the City will also explore education voucher programs and opportunities to expand and promote pre-K programs.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools

21. Ensure schools can connect new families with other services and resources in the community SHORT TERM

The first step to equitable access is education – simply knowing where to start. Oftentimes, schools serve as the first point of contact for immigrant families. Schools are a gateway for distributing helpful information related to health, transportation, community, business, housing, and education. The City will work with Fayetteville Public Schools to develop and distribute comprehensive information about services and resources available in the community. To ensure this information is accessible, it should be multilingual to reflect the diverse population served by the schools.

GROUP(S) RESPONSIBLE: Fayetteville Public Schools, City Communications and Marketing Department

“

I think that we have quite a few resources in place but we need to do more to link them together so that if one place doesn't have what someone needs they can send them to the right person.

WELCOMING FAYETTEVILLE
Survey Respondent



THE FUTURE: RECOMMENDATIONS

22. Work with Fayetteville Public Schools to host financial literacy classes for immigrant parents MID TERM

The City of Fayetteville will coordinate with Fayetteville Public Schools to host financial literacy classes for immigrant parents. The City will research best practices and work with partners, including banks and community organizations, to develop curriculum and a multilingual course. Additionally, an emphasis will be made on college savings education, as “research has found that parents’ savings efforts for their children’s post-secondary education is positively associated with college attendance and that parental financial support increases the odds of college completion.”¹⁸

This initiative corresponds with the creation of the Personal Finance and Job Readiness Act in 2017, which requires students in Arkansas high schools, grades 10 through 12, to receive personal and family finance instruction in these areas: income, money management, spending and credit, saving and investing, and preparing for employment. Financial literacy at all levels in families is vital to successful and healthy futures for Fayetteville’s youth.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department, Fayetteville Public Schools, local banks

23. Create a course for adults to take an introduction to city government SHORT TERM

Government has many tentacles and can sometimes be difficult to fully grasp, even for those who are frequently engaged. The City of Fayetteville is made up of more than two dozen divisions and departments that involve everything from roads and parks, to utilities and animals. Getting to know your local government and its inner workings is the first step to becoming an involved, well-informed resident. The City will create an introduction course for adults to learn the basics: what the City does, how decisions are made, the organizational structure, how to find information about current projects and items coming to the City Council, and how the City works with other groups and entities. After creating the course, the City will find ways to make it accessible to anyone who is not yet proficient in English.

GROUP(S) RESPONSIBLE: City Communications and Marketing Department

THE FUTURE: RECOMMENDATIONS

24. Create an independently managed international student ambassador program MID TERM

Thanks to the University of Arkansas's location in the city, Fayetteville is home to a diverse student population. These students serve as a valuable component in attracting and retaining international students at the university and in the city. An international student ambassador program will further the City's goal of positioning Fayetteville as a study destination. The City will work with organizations every year to solicit applications for the program and select students who can provide updates, posts, and blogs about life in Fayetteville, which will be posted online and then shared on the students' social media platforms. The students will also be invited to spend time in the community, getting to know how local government works and interacting with related organizations. Lastly, the Mayor will hold a friendship ceremony for international students every year to reiterate the City's support of a diverse student population. Building lasting relationships with students and attracting new international students to Fayetteville further supports the goal of the City's economic development plan to focus on retention of University of Arkansas graduates.

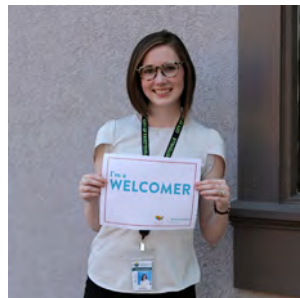
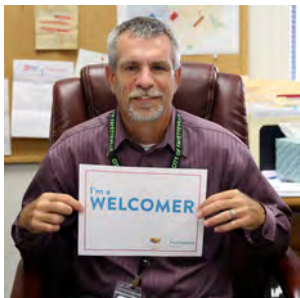
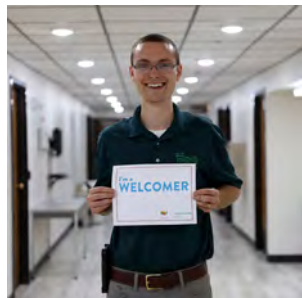
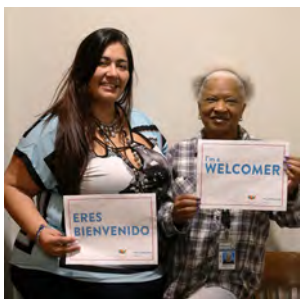
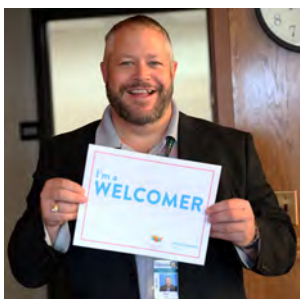
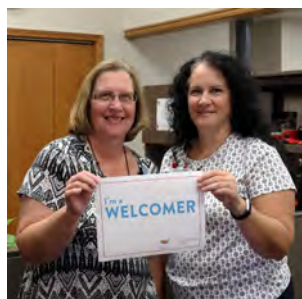
GROUP(S) RESPONSIBLE: City Communications and Marketing Department, University of Arkansas

25. Explore barriers for new Americans who have professional degrees/certifications that cannot be used in the United States LONG TERM

As stated in *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, immigrants are more likely than native-born individuals to experience underemployment. In fact, one in four college-educated immigrants work in low-skilled jobs or are unemployed.¹⁹ As a result, when highly skilled, college educated immigrants experience this "brain waste," they miss out on significant earnings, which results in lost tax revenues.²⁰ The City of Fayetteville's economic development plan highlights the importance of attracting, developing, and maintaining a diverse workforce, and the City recognizes the value in seeking this untapped talent. The City will explore barriers and look for ways to connect highly skilled new Americans with resources and organizations that can provide employment guidance.

GROUP(S) RESPONSIBLE: City Communications Department, City Economic Vitality Department

WELCOMING WEEK 2017



CONTRIBUTORS

Augusta Branham, Welcoming Fayetteville Project Manager
Susan Norton, Communications Director
Devin Howland, Economic Vitality Director
Julia Reynolds, Communications Intern

ADOPTION

This Welcoming Fayetteville Plan was adopted by City Council Resolution XX-XX on XX-XX-XXXX

ACKNOWLEDGMENTS

The creation of this plan was truly a community effort. We are deeply thankful for everyone who responded to the community surveys, made time to visit our input sessions, shared information with friends and posted flyers, met for one-on-one meetings, and shared honest stories from the heart. This engaged, compassionate community is what makes Fayetteville a special, welcoming place to live, work, and visit.

A special thank you to our stakeholder group and those who took the time to meet with us individually. These individuals played an important role in helping us identify our existing conditions and solutions: Emily Linn, Michael Freeman, Mireya Reith, Mark Osterle, Steve Clark, Chris Decker, Jenny Fish, Jennifer Irwin, Renee Deshommes, Sonia Gutierrez, Matthew Ramsey, Anita Hodges, Joel Gardner, Jeff Hatley, Donna Davis, Robbie Cornelius, Devin Howland, Joy Shirley, Bill Schwab, Kathy Grisham, Terry Bankston, Carlos Chicas, Christen Graham, Margot Lemaster, Adam Waddell, Rachael Schaffner, Megan Godfrey, Erick Sanchez, Chung Tan, Stephen Coger, Jeremy Hudson, and Cynthia Smith.

A black and white photograph of a person and a child walking away from the camera on a gravel path. The person is wearing a light-colored jacket and dark pants, and the child is wearing a striped hat and a patterned sweater. A large, semi-transparent yellow rectangle is overlaid on the image, and the word "appendices" is written in white serif font across the center of the rectangle.

appendices

APPENDIX A: ENDNOTES

1. New American Economy, Winthrop Rockefeller Foundation, and Engage NWA, *Global Talent: The Economic Engine of Northwest Arkansas*, 4.
2. Amy Stuart Wells, Lauren Fox, and Diana Cordova-Cobo, *How Racially Diverse Schools and Classrooms Can Benefit All Students*, 2.
3. Welcoming America, “How Do Welcoming Communities Benefit Us?”, <https://www.welcomingamerica.org/about/faq>
4. Northwest Arkansas Council, *Diversity: A Look at How Northwest Arkansas’ Population is Changing*, 3.
5. Ibid
6. Cisneros Center for New Americans, *New Americans in Northwest Arkansas: A Qualitative Community Assessment*, 19.
7. University of Arkansas, *Transportation Plan Update 2015*, 10.
8. University of Arkansas, *2015 Summary Report: University of Arkansas Campus Transportation Plan*.
9. Ewing Marion Kauffman Foundation, *The Economic Case for Welcoming Immigrant Entrepreneurs*, 2.
10. Ibid
11. Center for American Entrepreneurship, *Immigrant Founders of the 2017 Fortune 500*, <http://startupsusa.org/fortune500/>
12. Enterprise Community Partners, *Impact of Affordable Housing on Families and Communities: A Review of the Evidence Base*, 4.
13. Arkansas Advocates for Children and Families, *Report: Arkansas Children in Immigrant Families Face Toughest Climb*, <http://www.aradvocates.org/report-arkansas-children-in-immigrant-families-face-toughest-climb/>
14. Ibid
15. Amy Stuart Wells, Lauren Fox, and Diana Cordova-Cobo, *How Racially Diverse Schools and Classrooms Can Benefit All Students*, 2.

APPENDIX A: ENDNOTES

16. Ibid

17. Winthrop Rockefeller Foundation, *A Profile of Immigrants in Arkansas*, 8.

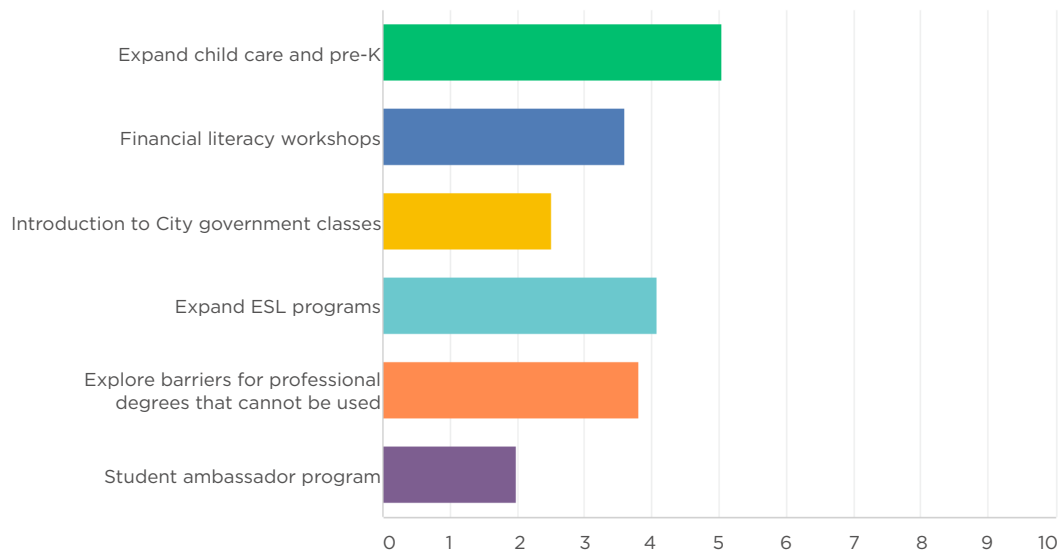
18. Molly Dondero and Melissa Humphries, *The College Savings Behavior of Foreign-born Parents in the United States*, 1.

19. Jeanne Batalova, Michael Fix, and James D. Bachmeier, *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, 26.

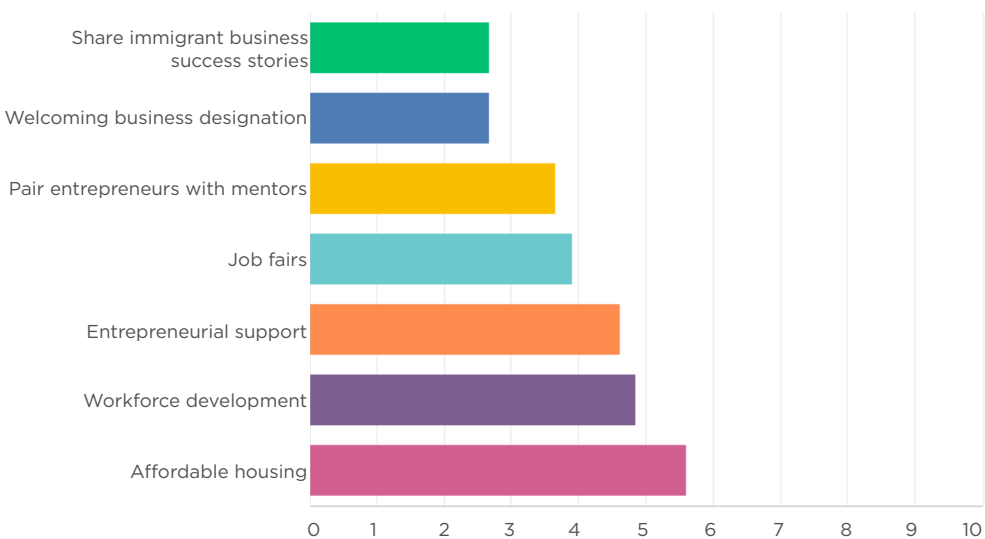
20. Jeanne Batalova, Michael Fix, and James D. Bachmeier, *Untapped Talent: The Costs of Brain Waste among Highly Skilled Immigrants in the United States*, 1.

APPENDIX B: ONLINE PUBLIC INPUT SUMMARY

Which of the following **education strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”

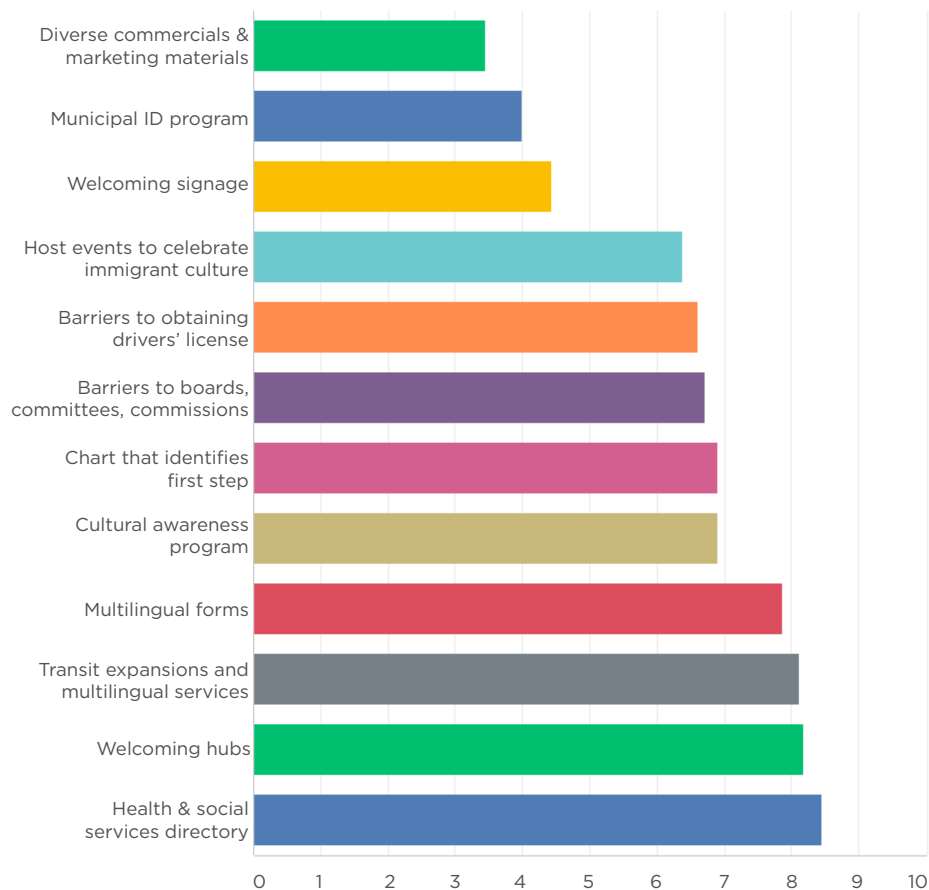


Which of the following **economic strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”



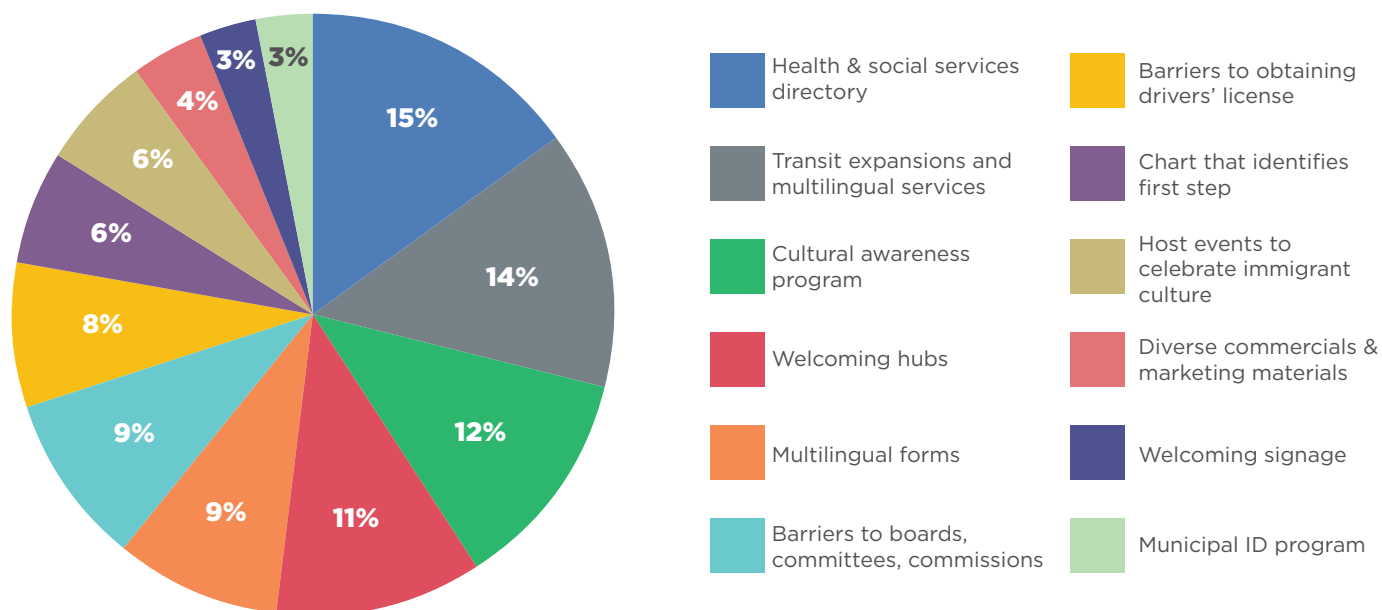
APPENDIX B: ONLINE PUBLIC INPUT SUMMARY

Which of the following **community strategies** do you think the City of Fayetteville and its stakeholders should prioritize? Please order them with 1 being the “most important.”

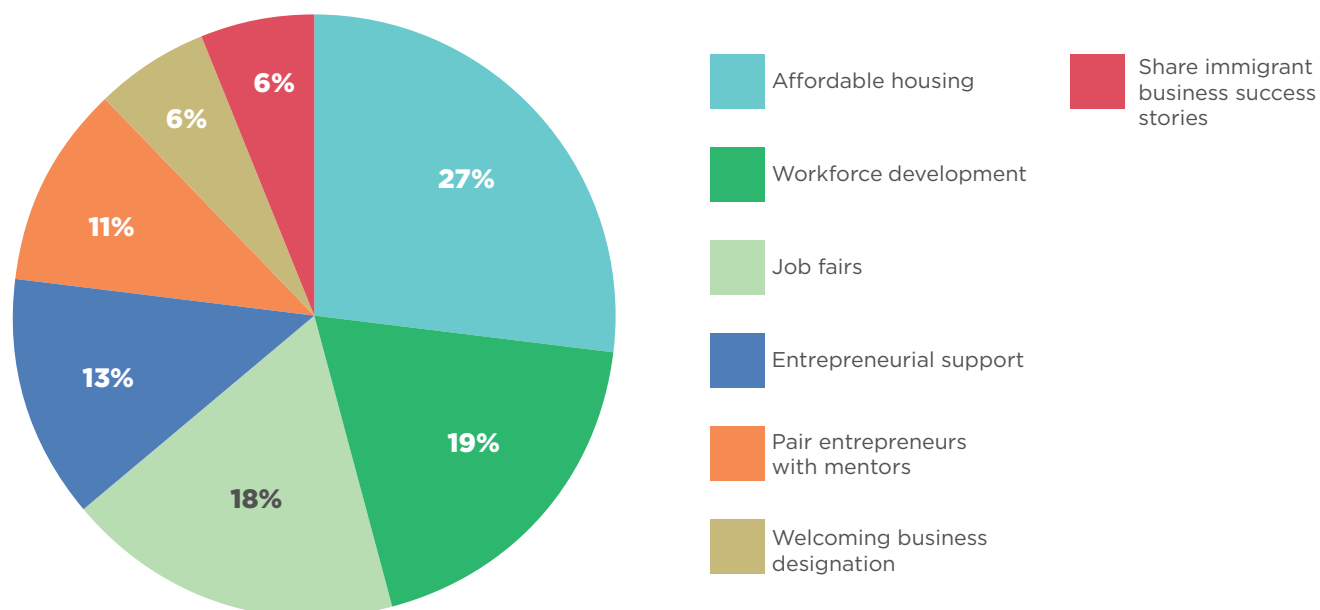


APPENDIX B: IN-PERSON PUBLIC INPUT SUMMARY

For this exercise, people were asked to place 5 sticky dots on the **community strategies** that they'd like the City and its stakeholders to prioritize.

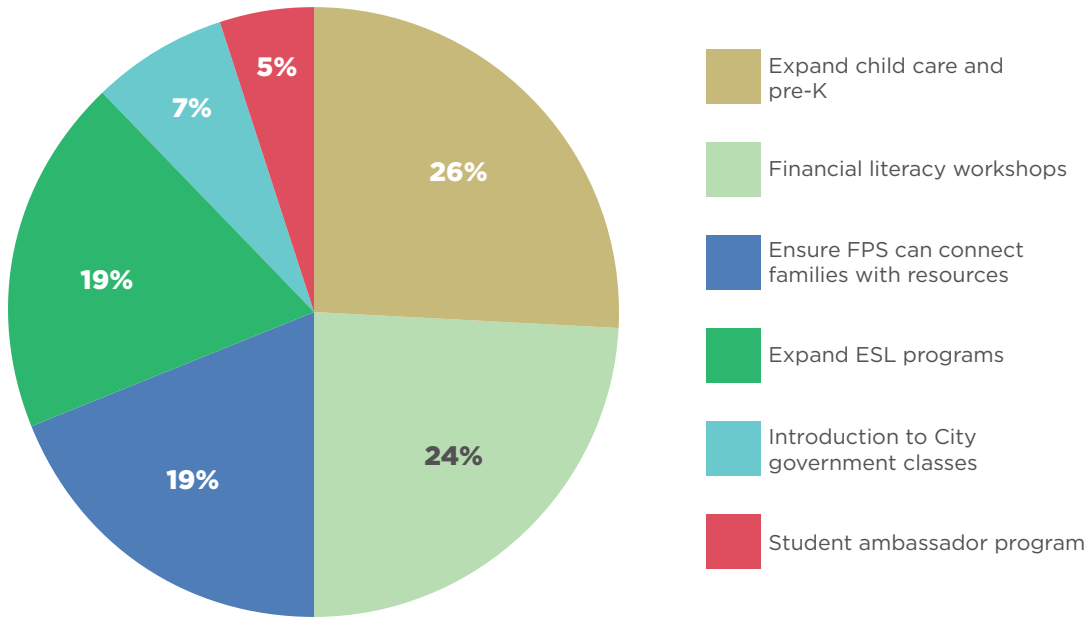


For this exercise, people were asked to place 3 sticky dots on the **economic strategies** that they'd like the City and its stakeholders to prioritize.



APPENDIX B: IN-PERSON PUBLIC INPUT SUMMARY

For this exercise, people were asked to place 3 sticky dots on the **education strategies** that they'd like the City and its stakeholders to prioritize.



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City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
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Text File

File Number: 2018-0185

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 7

MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:

A RESOLUTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC FOR LEGAL SERVICES TO THE NORTHWEST ARKANSAS NUTRIENT TRADING RESEARCH & ADVISORY GROUP WITH THE CITY OF FAYETTEVILLE'S PORTION OF THE FEES NOT TO EXCEED THE TOTAL AMOUNT OF \$35,000.00

WHEREAS, on November 3, 2015, the City Council approved Resolution 203-15 expressing the intent of the City of Fayetteville to participate in cooperative regional efforts toward the development and implementation of nutrient water quality trading programs; and

WHEREAS, on May 3, 2016, the City Council approved Resolution No. 94-16 authorizing the City of Fayetteville to join Bentonville, Rogers and Springdale in the newly created Northwest Arkansas Nutrient Trading Research and Advisory Group; and

WHEREAS, the law firm of Mitchell, Williams, Selig, Gates & Woodyard was chosen to provide legal services to the Group, with the fees apportioned equally among the members, and the City of Fayetteville's share of legal fees will soon exceed \$20,000.00.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Amendment to Agreement for Legal Services with Mitchell, Williams, Selig, Gates & Woodyard PLLC for legal services to the Northwest Arkansas Nutrient Trading Research & Advisory Group and authorizes the City of Fayetteville to pay its portion of fees not to exceed the total amount of \$35,000.00.

City of Fayetteville Staff Review Form

2018-0185

Legistar File ID

4/3/2018

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

Tim Nyander

3/15/2018

Wastewater Treatment Plant /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an amendment to a legal services agreement with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for additional legal services related to the Nutrient Trading and Advisory Group.

Budget Impact:

5400.730.5800-5314.00

Water and Sewer

Account Number

Fund

10027.1701

Phosphorus Standards Management

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 130,096.00

Funds Obligated \$ 40,631.32

Current Balance \$ 89,464.68

Does item have a cost? Yes

Item Cost \$ 15,000.00

Budget Adjustment Attached? No

Budget Adjustment \$ -

Remaining Budget \$ 74,464.68

V20140710

Previous Ordinance or Resolution # 94-16, 203-15

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL 3, 2018

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: March 15, 2018

SUBJECT: Amendment to Nutrient Trading Agreement

RECOMMENDATION:

Staff recommends approval of an Amendment to the Agreement for Legal Services with Mitchell, Williams, Selig, Gates & Woodyard, PLLC in the amount of \$15,000.00 for legal services related to the Northwest Arkansas Nutrient Trading and Advisory Group.

BACKGROUND:

On November 3, 2015, Fayetteville City Council passed Resolution 203-15 expressing its intent to participate in cooperative regional efforts toward the development and implementation of nutrient water quality trading programs. The Northwest Arkansas Nutrient Trading Research and Advisory Group was formed in 2016, and Resolution 94-16 passed on May 3, 2016 authorized the City of Fayetteville to join the group. The Cities of Rogers, Bentonville, Springdale and Fayetteville have petitioned the Arkansas Pollution Control and Ecology Commission to initiate rulemaking to adopt a new nutrient trading regulation, which would address nutrient water quality trading projects and approval of those projects.

DISCUSSION:

A Memorandum of Understanding signed by Mayor Jordan on March 20, 2017 authorized Mitchell, Williams, Selig, Gates & Woodyard, PLLC (Mitchell Williams) to provide legal services on behalf of the Northwest Arkansas Nutrient Trading Research and Advisory Group. As the designee for the Mayor, Utilities Director Tim Nyander was authorized to represent the City of Fayetteville, and signed the Agreement for Legal Services with Mitchell Williams in the not-to-exceed amount of \$20,000.00. Expenses have approached the \$20,000.00 amount, and additional legal services will be needed in the amount of \$15,000.00. Staff requests city council approval of the utilization of funds in the Phosphorus Standards Management project to pay for the additional legal services in the amount of \$15,000.00, for a total not-to-exceed amount of \$35,000.00 for legal services related to the Northwest Arkansas Nutrient Trading and Advisory Group. The \$15,000.00 amount (the Amendment) is contingent upon unanimous approval by Rogers, Bentonville, and Springdale.

BUDGET/STAFF IMPACT:

Funds are available in the Phosphorus Standards Management project.

Attachments:

Amendment to Agreement for Legal Services

Exhibit 1 – Agreement for Legal Services

Amendment to
Agreement for Legal Services

1. The Northwest Arkansas Nutrient Trading Research & Advisory Group (the "Group") and Mitchell Williams Selig Gates & Woodyard PLLC ("Mitchell Williams") entered into an Agreement for Legal Services effective March 30, 2017 (the "Agreement"). A true copy of the Agreement is attached as Exhibit 1 to this Amendment to Agreement for Legal Services.
2. Paragraph 5 of the Agreement is hereby amended to authorize an additional Sixty Thousand Dollars (\$60,000.00) in fees and costs to be incurred under the Agreement, as amended. Mitchell Williams shall submit a monthly budget report to the Group included with each invoice or 3 days prior to a Group meeting in case an invoice is not needed. Budget report shall include summary of all charges through most recent billing cycle, anticipated charges for current billing cycle, and an overall summary of budget status including any unforeseen issues or concerns.
3. Paragraph 5 is further amended to add the following language:

Mitchell Williams agrees that it will perform all legal services necessary to pursue adoption of the Group's proposed nutrient water quality trading regulation, APCEC Docket No. 18-001-R, through a final vote on the merits by the Commission for fees and costs not to exceed the total amount authorized under this paragraph 5, as amended. No work under this Agreement beyond the final vote of the Commission shall be undertaken by Mitchell Williams unless expressly authorized in writing by the Group.

4. Paragraph 6 is amended to remove Marcella J. Taylor from the list of professionals with approved rates; and Jordan Wimpy is added to the list of professionals with an approved rate of \$295/hour.
5. Effective Date. When this Amendment is fully executed by authorized representatives of Mitchell Williams and each member of the Group, it shall be effective as of the Effective Date listed below.

EFFECTIVE DATE: _____, 2018.



Allan Gates
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

REPRESENTATIVES
OF NANTRAG MEMBERS

Brad Stewart – Springdale Water Utilities
Chair

Honorable Greg Hines, Mayor, City of Rogers

Earl Rausch, Superintendent, Rogers Water Utilities
(Or his designee)

Honorable Bob McCaslin,
Mayor, City of Bentonville

Tim Nyander – City of Fayetteville

EXHIBIT 1

AGREEMENT FOR LEGAL SERVICES

WHEREAS, the Northwest Arkansas Nutrient Trading Research and Advisory Group (the "Group") published a Request for Qualifications for Legal Counsel on September 4, 2016; and

WHEREAS, on September 30, 2016, Mitchell Williams Selig Gates & Woodyard PLLC ("Mitchell Williams") submitted a timely and complete Statement of Qualifications in response to the Group's Request; and

WHEREAS, on October 31, 2016, the Group interviewed representatives of law firms that had submitted Statements of Qualifications in response to the Group's Request; and

WHEREAS, on October 31, 2016, following the conclusion of the law firm interviews, the Group voted unanimously to engage Mitchell Williams to provide legal services to the Group;

NOW THEREFORE, in consideration of the above premises, the Group hereby retains Mitchell Williams to provide legal services as directed by the Group. The terms and conditions of Mitchell Williams' legal representation of the Group shall be as set forth below.

1. Term of the Engagement. This engagement shall be for an original term of two years starting on the Effective Date below, with an option to renew on a year-to-year basis for up to three additional one-year terms.
2. Early Termination. The Group may terminate representation under the Agreement at any time with or without cause by delivering written notice to Mitchell Williams. Mitchell Williams may terminate the representation under the Agreement only as

permitted by Arkansas Rule of Professional Conduct 1.16 and only after giving 30 days advance written notice to the Group.

3. Scope of Services. Mitchell Williams shall be authorized under this Agreement to provide legal services only with respect to those tasks or matters approved by unanimous agreement of all members of the Group.

4. Primary Contact. The parties' primary contacts under this Agreement will be:

For the Group: Brad Stewart, Chairman

For Mitchell Williams: Allan Gates

5. Identity of Client and Source of Payment: The client under this Agreement shall be the Group, and not the individual members of the Group. Nothing in this engagement shall authorize Mitchell Williams to act as counsel for an individual member of the Group.

For purposes of payment, however, the Group has requested, and Mitchell Williams agrees, that it will look only to the individual members of the Group for payment of their pro rata share of the fees and expenses for services rendered to the Group. Total fees and costs under this engagement shall not exceed Eighty Thousand Dollars (\$80,000.00) without the prior express written authorization of each member of the Group.

6. Fees and Expenses. The Group agrees to pay Mitchell Williams fees for services under this Agreement on the basis of the following hourly rates plus reimbursement of actual expenses.

Allan Gates	\$400/hour
Walter Wright	\$325/hour
Marcella Taylor	\$300/hour
Paralegal Assistance	\$100/hour

The hourly rate for any other professional assistance under this Agreement shall be agreed in writing in advance. No expense item in excess of \$100 shall be reimbursable unless approved in advance by the Group.

7. Record Retention. Mitchell Williams agrees that it will maintain orderly records regarding the services rendered to the Group under this Agreement, and it will make those records available to any member of the Group upon request. Mitchell Williams will maintain a copy of its records regarding this engagement for a period of five years following the termination of the representation, after which Mitchell Williams may destroy the records in accordance with its customary record retention and destruction policy.
8. Client Confidentiality. Mitchell Williams will preserve the client confidences of the Group to the extent permitted by applicable law, but it will not keep information received from one Group member confidential as against another member of the Group. Each member of the Group agrees that any information it provides to Mitchell Williams in connection with this engagement may be disclosed by Mitchell Williams to other members of the Group.
9. Decision Making. Mitchell Williams shall be authorized to act under this engagement only by the unanimous agreement of the Group's members. In the event any disagreement arises among the members of the Group regarding questions related to the engagement, Mitchell Williams shall take no further action with respect to the unresolved question until the Group reaches unanimous agreement regarding the question's resolution.

10. Modification of Agreement. Any extension or modification of this Agreement shall be in writing signed by authorized representatives of Mitchell Williams and each member of the Group.

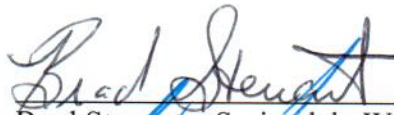
11. Effective Date. When this Agreement is fully executed by authorized representatives of Mitchell Williams and each member of the Group, it shall be effective as of the Effective Date listed below.

EFFECTIVE DATE: March 30, 2017.

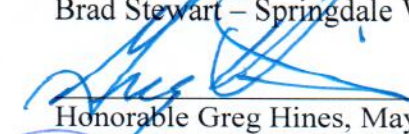


Allan Gates
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.

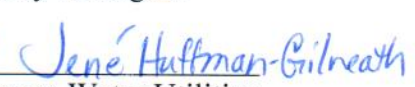
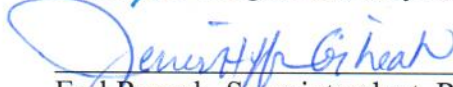
REPRESENTATIVES
OF NANTRAG MEMBERS



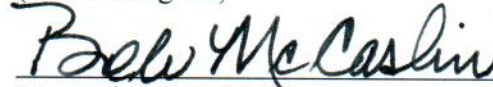
Brad Stewart – Springdale Water Utilities



Honorable Greg Hines, Mayor, City of Rogers



Earl Rausch, Superintendent, Rogers Water Utilities
(or his designee)



Honorable Bob McCaslin,
Mayor, City of Bentonville



Tim Nyander – City of Fayetteville



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0191

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 8

2018 EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,800,600.00 TO FUND THE CITY-WIDE 2018 EMPLOYEE COMPENSATION ADJUSTMENT, AND TO APPROVE UPDATED POLICE AND FIRE PAY PLAN GRIDS

WHEREAS, the most recent forecast shows that City will have a net operating surplus for the General Fund of about \$1,850,000.00 for 2017; and

WHEREAS, Mayor Jordan's proposed Employment Compensation Adjustment will cost the General Fund about \$1,405,300.00 for 2018 for General Fund employees; and

WHEREAS, including all employees (Water and Sewer, Recycling and Trash Collection, etc. as well as General Fund employees), the cost will be about \$1,800,600.00 for 2018; and

WHEREAS, Mayor Jordan proposes an adjustment to the Police and Fire pay plan grids to provide for 75% implementation of the 2017 pay plan, an additional 50% above the 25% implementation approved in 2017, and a step increase for eligible Police and Fire uniformed personnel.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution and made a part hereof, in the amount of \$1,800,600.00 to fund the city-wide 2018 Employee Compensation Adjustment.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the updated Police and Fire pay plan grids, copies of which are attached to this Resolution.

City of Fayetteville Staff Review Form

2018-0191

Legistar File ID

4/3/2018

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

Paul A. Becker

3/16/2018

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$1,800,600 TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2018, AND APPROVING POLICE AND FIRE PAY PLAN GRIDS.

Budget Impact:

Citywide		Citywide	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 54,494,301.00
		Funds Obligated	\$ 12,760,648.28
		Current Balance	\$ 41,733,652.72
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 1,800,600.00
		Remaining Budget	\$ 43,534,252.72

V20180209

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF APRIL, 3RD 2018

TO: Mayor and City Council

FROM: Don Marr, Chief of Staff 
Paul A. Becker, Chief Financial Officer 

DATE: March 21, 2018

SUBJECT: 2018 Employee Compensation Appropriation Authority & Step Pay Plan Structure Adjustments

RECOMMENDATION:

The Mayor's recommendation is for the City Council to appropriate funds to provide for the compensation package outlined below.

DISCUSSION:

As discussed during the 2018 Budget process, the Mayor is coming forward after the close of the 2017 budget year, recommending a compensation package to the City Council based on the fiscal results of 2017 operations and anticipated growth in 2018. The operating results from the fourth quarter of 2017 have been forecasted to be a net operating surplus of approximately \$1.85 million in the General Fund.

This surplus was achieved through both excellent expense control and revenue increases over budget. These increases are possible because the staff, management, council and administration were able, through good management, to hold expenditures under budget.

Other operating funds such as the Street, Parks Development, Water & Sewer and Recycling & Trash Collection funds have the capacity to afford these salary increases.

The Mayor's Guiding Philosophy

- Recommendation anticipates on-going funding without risking future layoffs.
- Recommendations strive to implement as much of the remaining police & fire 2017 pay plan without creating significant risk of future layoffs, or unreasonable financial risk for the city.
- Non-uniformed employees with at least six (6) months of service to the City qualify for an appropriate increase in compensation. Uniformed employees with one (1) year of service to the City qualify for an appropriate increase in compensation.

Based on these results, the Mayor is recommending the following compensation package to the Council:

- The plan would provide for a structure change for a 75% implementation of the 2017 pay plan and one step increase for eligible Police and Fire uniformed personnel beginning 3/26/2018 keeping everyone in a step.
- The plan would provide for merit increases for other employees comparable to the amount provided for the advancement of one step to uniformed personnel, to be distributed based on merit (4.0% merit pools will be created for that purpose).
- Amounts to merit employees will be based on performance as determined by the appropriate department/division head. These increases will go into effect beginning 3/26/2018.
- To be eligible merit employees must have been paid on Pay – period #21, 2017 which equals a start date before 10/8/2017 and thus completed at least six (6) months of service by this date.

- Uniformed personnel must have been paid on Pay -period #8 2017 which equates to a start date before 4/9/2017 thus completing at least one year of service by this date.

Included is a grid (on page 4 of this packet) that shows the pay plan study results of 2017 (green section row #1)

- evaluated against the new 5 benchmark cities for uniformed employees, (Green section row #2)
- the progress towards market after the 2017 25% implementation, (purple section)
- then three options considered by Mayor Jordan,
 - option A – the originally planned 25% implementation – for a total 50% implementation of the 2017 study, (orange section row #1)
 - option B – implementing the 2017 pay plan uniform study at 35% for a 60% implementation of the 2017 study, (orange section, row #2)
 - option 3 – a 50% implementation of the 2017 pay plan study for a total implementation of 75% of the 2017 uniform pay study. (orange section row #3)

The three options are estimated to cost the city the following:

Option A: \$675,500 for 9 months of 2018, \$922,700 for the full year of 2019 and each year thereafter.

Option B: \$818,500 for 9 months of 2018, \$1,119,000 for the full year of 2019 and each year thereafter.

Option C: \$1,043,000 for 9 months of 2018 and \$1,425,800 for the full year of 2019 and each year thereafter.

*Merit Employees cost for the 4% pool is approximately \$400,000 annual impact.

Study Cities	Fire – Minimum Variance	Fire – Maximum Variance	Police – Minimum Variance	Police – Maximum Variance
All Cities 2016-17 Study	-11.6%	-13.4%	-15.0%	-16.1%
Bentonville, Jonesboro, Rogers, Springdale and Lawrence 2016-17 Study - No LOPFI-2 Discount	-10.8%	-18.0%	-8.3%	-17.4%
Bentonville, Jonesboro, Rogers, Springdale and Lawrence – With FYV 2017 - 25% Implementation	-7.6%	-14.1%	-4.4%	-12.7%
Bentonville, Jonesboro, Rogers, Springdale and Lawrence – With FYV 2017 - 25% + 25% (50% Implementation) 3-26-2018	-3.4%	-10.7%	-0.8%	-8.5%
Bentonville, Jonesboro, Rogers, Springdale and Lawrence – With FYV 2017 - 25% + 35% (60% Implementation) 3-26-2018	-2.2%	-9.3%	0.6%	-6.9%
Bentonville, Jonesboro, Rogers, Springdale and Lawrence – With FYV 2017 - 25% + 50% (75% Implementation) 3-26-2018	-0.5%	-7.3%	2.6%	-4.6%

2016-17 Study - All Cities
2016-17 Study (2018 Market Study Cities)
FYV 2017 25% Implementation (2018 Market Study Cities)
2016-17 Study FYV 2017 25% Implementation (+25 =50%, +35=60%, +50=75% Implementation)

- The 2018 total cost of this plan (both Uniform and Merit employees) is projected to be \$1,405,300 in the General Fund. The 2018 cost for all funds would be \$1,800,600.
- The on-going cost of the plan in future years will be \$1,925,000 for the General Fund and \$2,467,000 for all funds.

BUDGET/STAFF IMPACT:

The Mayor committed to the uniform personnel and the City Council Compensation Committee to evaluate current sales tax trends, and some short-term use of reserves and a willingness to take a risk of a higher than 25% additional implementation if it looked as if collections would continue to hold at current levels and grow, and use of reserves would not be needed in perpetuity to meet budgetary needs.

This proposed implementation will bring the minimum/starting pay for police officers and Fire Fighters beginning pay to the highest in the local market (Springdale, Rogers, Bentonville) when compared to the 2017 pay study data, and above the average minimum starting pay for the newly defined market (Bentonville, Rogers, Springdale, Jonesboro and Lawrence KS) when compared to the 2017 pay study data. As well as the range of increase for those uniform staff at their maximum step the increases will range from 4.9% to 8+% depending upon the position rank.

The impact of this proposal would be to increase the budgets for various funds as follows:

FUNDING SOURCE	2018 PARTIAL IMPACT	ANNUAL IMPACT
1010 - General	\$ 1,405,300	\$ 1,925,000
2100 - Street	78,000	107,000
2130 - Parking	12,700	17,000
2180 - Community Development	9,200	13,000
2250 - Parks Development	42,200	58,000
2930 - Drug Law Enforcement Grant	21,900	30,000
5400 - Water and Sewer	122,700	168,000
5500 - Recycling and Trash Collection	68,700	94,000
5550 - Airport	12,400	17,000
9700 - Shop	27,500	38,000
Total	\$ 1,800,600	\$ 2,467,000

**FAYETTEVILLE FIRE DEPARTMENT PAY PLAN 24 HOUR SHIFT
PROPOSED 50% ADDITIONAL 75% IMPLEMENTATION 03-26-2018**

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	\$ 35,031.04	\$ 36,805.12	\$ 38,579.20	\$ 40,353.28	\$ 42,127.36	\$ 43,901.44	\$ 45,675.52	\$ 47,449.60	\$ 49,223.68	\$ 51,110.40
F232-S	HOLIDAY PAY	\$ 1,194.24	\$ 1,254.72	\$ 1,315.20	\$ 1,375.68	\$ 1,436.16	\$ 1,496.64	\$ 1,557.12	\$ 1,617.60	\$ 1,678.08	\$ 1,742.40
	TOTAL PAY ****	\$ 36,225.28	\$ 38,059.84	\$ 39,894.40	\$ 41,728.96	\$ 43,563.52	\$ 45,398.08	\$ 47,232.64	\$ 49,067.20	\$ 50,901.76	\$ 52,852.80
	HOURLY RATE - SHIFT	\$ 12.44	\$ 13.07	\$ 13.70	\$ 14.33	\$ 14.96	\$ 15.59	\$ 16.22	\$ 16.85	\$ 17.48	\$ 18.15
Driver	BASE PAY	\$ 42,803.20	\$ 44,436.48	\$ 46,069.76	\$ 47,703.04	\$ 49,336.32	\$ 50,969.60	\$ 52,602.88	\$ 54,236.16	\$ 55,869.44	\$ 57,390.08
F235-S	HOLIDAY PAY	\$ 1,459.20	\$ 1,514.88	\$ 1,570.56	\$ 1,626.24	\$ 1,681.92	\$ 1,737.60	\$ 1,793.28	\$ 1,848.96	\$ 1,904.64	\$ 1,956.48
	TOTAL PAY ****	\$ 44,262.40	\$ 45,951.36	\$ 47,640.32	\$ 49,329.28	\$ 51,018.24	\$ 52,707.20	\$ 54,396.16	\$ 56,085.12	\$ 57,774.08	\$ 59,346.56
	HOURLY RATE - SHIFT	\$ 15.20	\$ 15.78	\$ 16.36	\$ 16.94	\$ 17.52	\$ 18.10	\$ 18.68	\$ 19.26	\$ 19.84	\$ 20.38
Captain	BASE PAY	\$ 54,067.20	\$ 55,953.92	\$ 57,840.64	\$ 59,727.36	\$ 61,614.08	\$ 63,500.80	\$ 65,387.52	\$ 67,274.24	\$ 69,160.96	\$ 71,019.52
F238-S	HOLIDAY PAY	\$ 1,843.20	\$ 1,907.52	\$ 1,971.84	\$ 2,036.16	\$ 2,100.48	\$ 2,164.80	\$ 2,229.12	\$ 2,293.44	\$ 2,357.76	\$ 2,421.12
	TOTAL PAY ****	\$ 55,910.40	\$ 57,861.44	\$ 59,812.48	\$ 61,763.52	\$ 63,714.56	\$ 65,665.60	\$ 67,616.64	\$ 69,567.68	\$ 71,518.72	\$ 73,440.64
	HOURLY RATE - SHIFT	\$ 19.20	\$ 19.87	\$ 20.54	\$ 21.21	\$ 21.88	\$ 22.55	\$ 23.22	\$ 23.89	\$ 24.56	\$ 25.22
Battalion Chief	BASE PAY	\$ 63,162.88	\$ 65,443.84	\$ 67,724.80	\$ 70,005.76	\$ 72,286.72	\$ 74,567.68	\$ 76,848.64	\$ 79,129.60	\$ 81,410.56	\$ 83,663.36
F241-S	HOLIDAY PAY	\$ 2,153.28	\$ 2,231.04	\$ 2,308.80	\$ 2,386.56	\$ 2,464.32	\$ 2,542.08	\$ 2,619.84	\$ 2,697.60	\$ 2,775.36	\$ 2,852.16
	TOTAL PAY ****	\$ 65,316.16	\$ 67,674.88	\$ 70,033.60	\$ 72,392.32	\$ 74,751.04	\$ 77,109.76	\$ 79,468.48	\$ 81,827.20	\$ 84,185.92	\$ 86,515.52
	HOURLY RATE - SHIFT	\$ 22.43	\$ 23.24	\$ 24.05	\$ 24.86	\$ 25.67	\$ 26.48	\$ 27.29	\$ 28.10	\$ 28.91	\$ 29.71

24 HR SHIFT SCHEDULED HOURS: 2912 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 12 HOLIDAYS RECOGNIZED BY THE CITY (96 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 104 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2912.

**FAYETTEVILLE FIRE DEPARTMENT PAY PLAN DAY SHIFT
PROPOSED 50% ADDITIONAL 75% IMPLEMENTATION 03-26-2018**

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Firefighter	BASE PAY	\$ 34,561.28	\$ 36,327.04	\$ 38,092.80	\$ 39,858.56	\$ 41,624.32	\$ 43,390.08	\$ 45,155.84	\$ 46,921.60	\$ 48,687.36	\$ 50,413.44
F232-D	HOLIDAY PAY	\$ 1,672.32	\$ 1,757.76	\$ 1,843.20	\$ 1,928.64	\$ 2,014.08	\$ 2,099.52	\$ 2,184.96	\$ 2,270.40	\$ 2,355.84	\$ 2,439.36
	TOTAL PAY ****	\$ 36,233.60	\$ 38,084.80	\$ 39,936.00	\$ 41,787.20	\$ 43,638.40	\$ 45,489.60	\$ 47,340.80	\$ 49,192.00	\$ 51,043.20	\$ 52,852.80
	HOURLY RATE - SHIFT	\$ 17.42	\$ 18.31	\$ 19.20	\$ 20.09	\$ 20.98	\$ 21.87	\$ 22.76	\$ 23.65	\$ 24.54	\$ 25.41
Driver	BASE PAY	\$ 42,219.52	\$ 43,826.56	\$ 45,433.60	\$ 47,040.64	\$ 48,647.68	\$ 50,254.72	\$ 51,861.76	\$ 53,468.80	\$ 55,075.84	\$ 56,623.36
F235-D	HOLIDAY PAY	\$ 2,042.88	\$ 2,120.64	\$ 2,198.40	\$ 2,276.16	\$ 2,353.92	\$ 2,431.68	\$ 2,509.44	\$ 2,587.20	\$ 2,664.96	\$ 2,739.84
	TOTAL PAY ****	\$ 44,262.40	\$ 45,947.20	\$ 47,632.00	\$ 49,316.80	\$ 51,001.60	\$ 52,686.40	\$ 54,371.20	\$ 56,056.00	\$ 57,740.80	\$ 59,363.20
	HOURLY RATE - SHIFT	\$ 21.28	\$ 22.09	\$ 22.90	\$ 23.71	\$ 24.52	\$ 25.33	\$ 26.14	\$ 26.95	\$ 27.76	\$ 28.54
Captain	BASE PAY	\$ 53,290.24	\$ 55,155.20	\$ 57,020.16	\$ 58,885.12	\$ 60,750.08	\$ 62,615.04	\$ 64,480.00	\$ 66,344.96	\$ 68,209.92	\$ 70,055.04
F238-D	HOLIDAY PAY	\$ 2,578.56	\$ 2,668.80	\$ 2,759.04	\$ 2,849.28	\$ 2,939.52	\$ 3,029.76	\$ 3,120.00	\$ 3,210.24	\$ 3,300.48	\$ 3,389.76
	TOTAL PAY ****	\$ 55,868.80	\$ 57,824.00	\$ 59,779.20	\$ 61,734.40	\$ 63,689.60	\$ 65,644.80	\$ 67,600.00	\$ 69,555.20	\$ 71,510.40	\$ 73,444.80
	HOURLY RATE - SHIFT	\$ 26.86	\$ 27.80	\$ 28.74	\$ 29.68	\$ 30.62	\$ 31.56	\$ 32.50	\$ 33.44	\$ 34.38	\$ 35.31
Battalion Chief	BASE PAY	\$ 62,317.44	\$ 64,559.36	\$ 66,801.28	\$ 69,043.20	\$ 71,285.12	\$ 73,527.04	\$ 75,768.96	\$ 78,010.88	\$ 80,252.80	\$ 82,494.72
F241-D	HOLIDAY PAY	\$ 3,015.36	\$ 3,123.84	\$ 3,232.32	\$ 3,340.80	\$ 3,449.28	\$ 3,557.76	\$ 3,666.24	\$ 3,774.72	\$ 3,883.20	\$ 3,991.68
	TOTAL PAY ****	\$ 65,332.80	\$ 67,683.20	\$ 70,033.60	\$ 72,384.00	\$ 74,734.40	\$ 77,084.80	\$ 79,435.20	\$ 81,785.60	\$ 84,136.00	\$ 86,486.40
	HOURLY RATE - SHIFT	\$ 31.41	\$ 32.54	\$ 33.67	\$ 34.80	\$ 35.93	\$ 37.06	\$ 38.19	\$ 39.32	\$ 40.45	\$ 41.58

DAY SHIFT SCHEDULED HOURS: 2080 TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 12 HOLIDAYS RECOGNIZED BY THE CITY (96 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF FIREFIGHTER, DRIVER, CAPTAIN AND BATTALION CHIEF 96 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER FIRE DEPARTMENTS. 16 HOURS OF PERSONAL LEAVE TIME OFF IS OFFERED TO THESE RANKS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by 2080.

**FAYETTEVILLE POLICE DEPARTMENT PAY PLAN
PROPOSED 50% ADDITIONAL 75% IMPLEMENTATION 03-26-2018**

Position/Grade	Rate	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J
Police Officer	BASE PAY	\$ 36,723.84	\$ 38,588.80	\$ 40,453.76	\$ 42,318.72	\$ 44,183.68	\$ 46,048.64	\$ 47,913.60	\$ 49,778.56	\$ 51,643.52	\$ 53,548.16
P330	HOLIDAY PAY	\$ 1,776.96	\$ 1,867.20	\$ 1,957.44	\$ 2,047.68	\$ 2,137.92	\$ 2,228.16	\$ 2,318.40	\$ 2,408.64	\$ 2,498.88	\$ 2,591.04
	TOTAL PAY ****	\$ 38,500.80	\$ 40,456.00	\$ 42,411.20	\$ 44,366.40	\$ 46,321.60	\$ 48,276.80	\$ 50,232.00	\$ 52,187.20	\$ 54,142.40	\$ 56,139.20
	HOURLY RATE	\$ 18.51	\$ 19.45	\$ 20.39	\$ 21.33	\$ 22.27	\$ 23.21	\$ 24.15	\$ 25.09	\$ 26.03	\$ 26.99
Police Corporal	BASE PAY	\$ 44,044.80	\$ 46,227.20	\$ 48,409.60	\$ 50,592.00	\$ 52,774.40	\$ 54,956.80	\$ 57,139.20	\$ 59,341.44		
P332	HOLIDAY PAY	\$ 2,131.20	\$ 2,236.80	\$ 2,342.40	\$ 2,448.00	\$ 2,553.60	\$ 2,659.20	\$ 2,764.80	\$ 2,871.36		
	TOTAL PAY ****	\$ 46,176.00	\$ 48,464.00	\$ 50,752.00	\$ 53,040.00	\$ 55,328.00	\$ 57,616.00	\$ 59,904.00	\$ 62,212.80		
	HOURLY RATE	\$ 22.20	\$ 23.30	\$ 24.40	\$ 25.50	\$ 26.60	\$ 27.70	\$ 28.80	\$ 29.91		
Police Sergeant	BASE PAY	\$ 48,826.24	\$ 50,810.24	\$ 52,794.24	\$ 54,778.24	\$ 56,762.24	\$ 58,746.24	\$ 60,730.24	\$ 62,714.24	\$ 64,698.24	\$ 66,642.56
P335	HOLIDAY PAY	\$ 2,362.56	\$ 2,458.56	\$ 2,554.56	\$ 2,650.56	\$ 2,746.56	\$ 2,842.56	\$ 2,938.56	\$ 3,034.56	\$ 3,130.56	\$ 3,224.64
	TOTAL PAY ****	\$ 51,188.80	\$ 53,268.80	\$ 55,348.80	\$ 57,428.80	\$ 59,508.80	\$ 61,588.80	\$ 63,668.80	\$ 65,748.80	\$ 67,828.80	\$ 69,867.20
	HOURLY RATE	\$ 24.61	\$ 25.61	\$ 26.61	\$ 27.61	\$ 28.61	\$ 29.61	\$ 30.61	\$ 31.61	\$ 32.61	\$ 33.59
Police Lieutenant	BASE PAY	\$ 56,623.36	\$ 58,686.72	\$ 60,750.08	\$ 62,813.44	\$ 64,876.80	\$ 66,940.16	\$ 69,003.52	\$ 71,066.88	\$ 73,130.24	\$ 75,134.08
P337	HOLIDAY PAY	\$ 2,739.84	\$ 2,839.68	\$ 2,939.52	\$ 3,039.36	\$ 3,139.20	\$ 3,239.04	\$ 3,338.88	\$ 3,438.72	\$ 3,538.56	\$ 3,635.52
	TOTAL PAY ****	\$ 59,363.20	\$ 61,526.40	\$ 63,689.60	\$ 65,852.80	\$ 68,016.00	\$ 70,179.20	\$ 72,342.40	\$ 74,505.60	\$ 76,668.80	\$ 78,769.60
	HOURLY RATE	\$ 28.54	\$ 29.58	\$ 30.62	\$ 31.66	\$ 32.70	\$ 33.74	\$ 34.78	\$ 35.82	\$ 36.86	\$ 37.87

TOTAL PAY: TOTAL PAY INCLUDES BASE PAY AND HOLIDAY PAY FOR THE 12 HOLIDAYS RECOGNIZED BY THE CITY (96 HOURS)

PREMIUM HOLIDAY PAY: FOR THE RANKS OF OFFICER, CORPORAL, SERGEANT AND LIEUTENANT 96 HOURS OF PREMIUM HOLIDAY PAY IS PRORATED OVER EACH OF THE 26 PAY PERIODS AND LISTED SEPARATELY ON THE PAYSTUB. PREMIUM HOLIDAY PAY ASSISTS IN ALIGNING HOLIDAY PAY PRACTICES WITH OTHER POLICE DEPARTMENTS. 8 HOURS OF PERSONAL LEAVE TIME OFF IS OFFERED TO THESE RANKS.

*******NOTE** The Pay Plan steps are based on the hourly rate. Total Pay is calculated by multiplying the hourly rate by scheduled hours - 2080.

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

Budget Year 2018	Division /Org2 BUDGET & INFORMATION MGMT (133) Requestor: Kevin Springer	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A BUDGET AMENDMENT IN THE AMOUNT OF \$1,800,600 TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2018, AND APPROVING POLICE AND FIRE PAY PLAN GRIDS.

RESOLUTION/ORDINANCE	COUNCIL DATE:	4/3/2018
	LEGISTAR FILE ID#:	2018-0191
	<i>Kevin Springer</i> 3/21/2018 5:12 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		1,800,600	1,800,600				v.20180119
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.090.6600-5106.00	1,405,300	-			EX	Contingency - General	
2100.410.4100-5106.00	78,000	-			EX	Contingency - General	
2130.430.9130-5106.00	12,700	-			EX	Contingency - General	
2180.642.4930-5106.00	9,200	-			EX	Contingency - General	
2250.520.9250-5106.00	42,200	-			EX	Contingency - General	
2930.200.2960-5106.00	21,900	-			EX	Contingency - General	
5400.720.4000-5106.00	122,700	-			EX	Contingency - General	
5500.750.5000-5106.00	68,700	-			EX	Contingency - General	
5550.760.3940-5106.00	12,400	-			EX	Contingency - General	
9700.770.1910-5106.00	27,500	-			EX	Contingency - General	
1010.001.0001-4999.99	-	1,405,300			RE	Use Fund Balance - Current	
2100.410.4100-4999.99	-	78,000			RE	Use Fund Balance - Current	
2130.430.9130-4999.99	-	12,700			RE	Use Fund Balance - Current	
2180.642.4930-4320.00	-	9,200			RE	Grant Funding CDBG - Grant Funding CDE	
2250.520.9250-4999.99	-	42,200			RE	Use Fund Balance - Current	
2930.200.2960-4999.99	-	21,900			RE	Use Fund Balance - Current	
5400.720.4000-4999.99	-	122,700			RE	Use Fund Balance - Current	
5500.750.5000-4999.99	-	68,700			RE	Use Fund Balance - Current	
5550.760.3940-4999.99	-	12,400			RE	Use Fund Balance - Current	
9700.770.1910-4999.99	-	27,500			RE	Use Fund Balance - Current	
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0194

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - SALES TAX REPORT, PAUL BECKER, CHIEF FINANCIAL OFFICER



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0141

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 2

AGENDA SESSION PRESENTATION - 2017 ENERGY AND SUSTAINABILITY UPDATE



City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0157

Agenda Date: 4/3/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 3

AGENDA SESSION PRESENTATION BY GREG WEEKS AND STEVE CARPENTER AND MARK ASCHER PROVIDING AN UPDATE ON CH2M AND RECENT ORGANIZATIONAL CHANGES

Move C.2. to

Consent

Add: Nominating Committee Report A & P

Agenda Session 3-27-18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, March 27, 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

Nominating Committee Report A & P Commission
City Council Meeting Presentations, Reports and Discussion Items:

✓

2017-0544

MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions

✓ Consent:

✓ A.1

2018-0015

APPROVAL OF THE MARCH 20, 2018 CITY COUNCIL MEETING MINUTES

✓ A.2

2018-0165

FLYING INVESTMENTS, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4564 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO WALKER FLIGHT SERVICES, LLC

Attachments: FLYING INVESTMENTS, LLC

✓ A.3

2018-0171

ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT IN THE AMOUNT OF \$135,900.00 FOR THE AIRPORT TERMINAL PARKING LOT REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT
BA ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT

A.4 2018-0173

BID #18-17 GOODWIN & GOODWIN, INC.:

A RESOLUTION TO AWARD BID #18-17 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$292,955.00 FOR THE DINSMORE TRAIL WATER MAIN REPLACEMENT PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$43,943.25

Attachments: GOODWIN & GOODWIN, INC.

A.5 2018-0186

BID #18-22 INSITUFORM TECHNOLOGIES, LLC:

A RESOLUTION TO AWARD BID #18-22 AND APPROVE A ONE YEAR CONTRACT WITH INSITUFORM TECHNOLOGIES, INC. WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS FOR AS-NEEDED REHABILITATION OF SANITARY SEWER MAINS AND SERVICE CONNECTIONS USING THE CURED-IN-PLACE PIPE METHOD

Attachments: BID #18-22 INSITUFORM TECHNOLOGIES, LLC

A.6 2018-0169

LAND SALE PROCEEDS (RESOLUTION 78-18):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00 ALLOCATING FUNDS FROM THE SALE OF CITY PROPERTY AT THE NORTHWEST CORNER OF RAZORBACK ROAD AND SLIGO STREET TO THE CATO SPRINGS TRAIL LIGHTING PROJECT

Attachments: LAND SALE PROCEEDS (RESOLUTION 78-18)

BA LAND SALE PROCEEDS (RESOLUTION 78-18)

A.7 2018-0174

RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS

Attachments: RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL

~~A. 8~~2018-0175

GULLEY PARK TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$140,000.00 FOR LIGHTING OF THE TRAIL AROUND GULLEY PARK

Attachments: GULLEY PARK TRAIL LIGHTING

~~A. 9~~2018-0176

RUPPLE ROAD TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$440,000.00 FOR LIGHTING OF THE RUPPLE ROAD TRAIL FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

Attachments: RUPPLE ROAD TRAIL LIGHTING

~~A. 10~~2018-0184

PARK LAND DEDICATION FUNDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$360,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST, NORTHWEST, AND SOUTHWEST PARK QUADRANTS TO BE USED FOR A ROWING DOCK WITH CANOE AND KAYAK LAUNCH AREA AT LAKE FAYETTEVILLE, IMPROVEMENTS TO GREGORY PARK, AND REPLACEMENT OF TWO TRAIL BRIDGES AT WILSON PARK

Attachments: PARK LAND DEDICATION FUNDS
BA_PARK LAND DEDICATION FUNDS

A.112018-0170

RFQ 18-01, DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:

A RESOLUTION TO APPROVE A CONTRACT WITH DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS, PURSUANT TO RFQ 18-01, FOR AN UPDATE TO THE 2005 FACILITIES NEED ASSESSMENT FOR THE FAYETTEVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$19,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEERSBA RFQ 18-01, DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEER**B. Unfinished Business: NONE****C. New Business:****C.1**2018-0152

DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB PERMIT:

AN ORDINANCE TO APPROVE THE APPLICATION OF DAN G. DANIEL, ON BEHALF OF DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 495 WEST PRAIRIE STREET #103

Attachments:DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLUB2018-0189

BID #18-18 PETROLEUM TRADERS CORPORATION:

A RESOLUTION TO AWARD BID #18-18 AND APPROVE A ONE YEAR CONTRACT WITH PETROLEUM TRADERS CORPORATION FOR BULK FUEL PURCHASES WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS

Attachments:BID #18-18 PETROLEUM TRADERS CORPORATION

C.3 2018-0188

VACATION OF A TREE PRESERVATION EASEMENT:

A RESOLUTION TO APPROVE THE VACATION AND ABOLISHMENT OF THE .67 ACRE TREE PRESERVATION EASEMENT DEDICATED AS PART OF THE LARGE SCALE DEVELOPMENT FOR THE CONSTRUCTION OF THE JD CHINA RESTAURANT ON MARTIN LUTHER KING BOULEVARD IN 2001

Attachments: VACATION OF A TREE PRESERVATION EASEMENT

C.4 2018-0177

VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

AN ORDINANCE TO APPROVE VAC 18-6119 FOR PROPERTY LOCATED AT 2021 E. MISSION BOULEVARD TO VACATE A PORTION OF A WATER AND SEWER RIGHT OF WAY GRANT

Attachments: VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

C.5 2018-0179

VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):

AN ORDINANCE TO APPROVE VAC 18-6120 FOR PROPERTY LOCATED ALONG NETTLESHIP STREET BETWEEN SOUTH GRAHAM AVENUE AND SOUTH RAZORBACK ROAD TO VACATE A PORTION OF STREET RIGHT-OF-WAY

Attachments: VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):

C.6 2018-0180

ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):

AN ORDINANCE TO AMEND THE FOREST HILLS RESIDENTIAL PLANNED ZONING DISTRICT (07-2793) TO ADD USE UNIT 14, HOTELS, MOTEL, AND AMUSEMENT FACILITIES TO THE PERMITTED USES WITHIN PLANNING AREA 2

Attachments: ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND.):

~~C.7~~2018-0190

WELCOMING FAYETTEVILLE PLAN:

A RESOLUTION TO APPROVE AND ADOPT THE WELCOMING FAYETTEVILLE PLAN

Attachments: WELCOMING FAYETTEVILLE PLAN~~C.8~~2018-0185

MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:

A RESOLUTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC FOR LEGAL SERVICES TO THE NORTHWEST ARKANSAS NUTRIENT TRADING RESEARCH & ADVISORY GROUP WITH THE CITY OF FAYETTEVILLE'S PORTION OF THE FEES NOT TO EXCEED THE TOTAL AMOUNT OF \$35,000.00

Attachments: MITCHELL WILLIAMS SELIG GATES & WOODYARD~~C.9~~2018-0191

2018 EMPLOYEE COMPENSATION:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$1,800,600.00 TO FUND THE CITY-WIDE 2018 EMPLOYEE COMPENSATION ADJUSTMENT, AND TO APPROVE UPDATED POLICE AND FIRE PAY PLAN GRIDS

Attachments: 2018 EMPLOYEE COMPENSATION
BA 2018 EMPLOYEE COMPENSATION**D. City Council Agenda Session Presentations:**~~D.1~~2018-0194

AGENDA SESSION PRESENTATION - SALES TAX REPORT, PAUL BECKER, CHIEF FINANCIAL OFFICER

~~D.2~~2018-0141

AGENDA SESSION PRESENTATION - 2017 ENERGY AND SUSTAINABILITY UPDATE

~~D.3~~ 2018-0157

AGENDA SESSION PRESENTATION BY GREG WEEKS AND STEVE CARPENTER AND MARK ASCHER PROVIDING AN UPDATE ON CH2M AND RECENT ORGANIZATIONAL CHANGES

E. City Council Tour:

F. Announcements:

G. Adjournment

Pre Agenda 3/21/18

City of Fayetteville, Arkansas

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



City Council Agenda Session Tentative Agenda

Tuesday, March 27, 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:

✓ 2017-0544
MONTHLY FINANCIAL REPORT - PAUL BECKER

Agenda Additions

A. Consent:

✓ AV1 2018-0015
APPROVAL OF THE MARCH 20, 2018 CITY COUNCIL MEETING MINUTES

✓ AV2 2018-0165
FLYING INVESTMENTS, LLC:

A RESOLUTION TO APPROVE THE AGREEMENT FOR ASSIGNMENT OF A GROUND LEASE FOR AIRPORT PROPERTY LOCATED AT 4564 SOUTH SCHOOL AVENUE FROM FLYING INVESTMENTS, LLC TO WALKER FLIGHT SERVICES, LLC

Attachments: FLYING INVESTMENTS, LLC

✓ AV3 2018-0171
ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT IN THE AMOUNT OF \$135,900.00 FOR THE AIRPORT TERMINAL PARKING LOT REHABILITATION PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT
BA_ARKANSAS DEPARTMENT OF AERONAUTICS 80/20 GRANT

✓
AV42018-0173

BID #18-17 GOODWIN & GOODWIN, INC.:

A RESOLUTION TO AWARD BID #18-17 AND AUTHORIZE A CONTRACT WITH GOODWIN & GOODWIN, INC. IN THE AMOUNT OF \$292,955.00 FOR THE DINSMORE TRAIL WATER MAIN REPLACEMENT PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$43,943.25

Attachments: GOODWIN & GOODWIN, INC.

✓
A52018-0186

BID #18-22 INSITUFORM TECHNOLOGIES, LLC:

A RESOLUTION TO AWARD BID #18-22 AND APPROVE A ONE YEAR CONTRACT WITH INSITUFORM TECHNOLOGIES, INC. WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS FOR AS-NEEDED REHABILITATION OF SANITARY SEWER MAINS AND SERVICE CONNECTIONS USING THE CURED-IN-PLACE PIPE METHOD

Attachments: BID #18-22 INSITUFORM TECHNOLOGIES, LLC

A. 6

2018-0185

MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC:

A RESOLUTION TO APPROVE THE AMENDMENT TO AGREEMENT FOR LEGAL SERVICES WITH MITCHELL WILLIAMS SELIG GATES & WOODYARD PLLC FOR LEGAL SERVICES TO THE NORTHWEST ARKANSAS NUTRIENT TRADING RESEARCH & ADVISORY GROUP WITH THE CITY OF FAYETTEVILLE'S PORTION OF THE FEES NOT TO EXCEED THE TOTAL AMOUNT OF \$35,000.00

Attachments: MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD

next to last

A.7

2018-0169

LAND SALE PROCEEDS (RESOLUTION 78-18):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$5,000.00 ALLOCATING FUNDS FROM THE SALE OF CITY PROPERTY AT THE NORTHWEST CORNER OF RAZORBACK ROAD AND SLIGO STREET TO THE CATO SPRINGS TRAIL LIGHTING PROJECT

Attachments:LAND SALE PROCEEDS (RESOLUTION 78-18)BA LAND SALE PROCEEDS (RESOLUTION 78-18)

A.8

2018-0174

RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS FOR RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL IMPROVEMENTS

Attachments:RAZORBACK REGIONAL GREENWAY - FULBRIGHT EXPRESSWAY TUNNEL

A.9

2018-0175

GULLEY PARK TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$140,000.00 FOR LIGHTING OF THE TRAIL AROUND GULLEY PARK

Attachments:GULLEY PARK TRAIL LIGHTING

A.10

2018-0176

RUPPLE ROAD TRAIL LIGHTING:

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS IN AN AMOUNT UP TO \$440,000.00 FOR LIGHTING OF THE RUPPLE ROAD TRAIL FROM PERSIMMON STREET TO MARTIN LUTHER KING, JR. BOULEVARD

Attachments:RUPPLE ROAD TRAIL LIGHTING

A. ~~V1~~ 2018-0184

PARK LAND DEDICATION FUNDS:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE TOTAL AMOUNT OF \$360,000.00 RECOGNIZING PARKLAND DEDICATION FEES FROM THE NORTHEAST, NORTHWEST, AND SOUTHWEST PARK QUADRANTS TO BE USED FOR A ROWING DOCK WITH CANOE AND KAYAK LAUNCH AREA AT LAKE FAYETTEVILLE, IMPROVEMENTS TO GREGORY PARK, AND REPLACEMENT OF TWO TRAIL BRIDGES AT WILSON PARK

Attachments:PARK LAND DEDICATION FUNDSBA PARK LAND DEDICATION FUNDS.

A. 12 2018-0190

WELCOMING FAYETTEVILLE PLAN:

A RESOLUTION TO APPROVE AND ADOPT THE WELCOMING FAYETTEVILLE PLAN

Attachments:WELCOMING FAYETTEVILLE PLANA. ~~V3~~ 2018-0170

DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS:

A RESOLUTION TO APPROVE A CONTRACT WITH DEWBERRY, MARTIN AND MARTIN CONSULTING ENGINEERS, PURSUANT TO RFQ 18-01, FOR AN UPDATE TO THE 2005 FACILITIES NEED ASSESSMENT FOR THE FAYETTEVILLE POLICE DEPARTMENT IN THE AMOUNT OF \$19,900.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEERSBA DEWBERRY, MARTIN, AND MARTIN CONSULTING ENGINEERS

B. Unfinished Business: NONE

C. New Business:

✓
C12018-0152

DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM
PRIVATE CLUB PERMIT:

AN ORDINANCE TO APPROVE THE APPLICATION OF DAN G. DANIEL,
ON BEHALF OF DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR &
TAPROOM FOR A PERMIT TO OPERATE AS A PRIVATE CLUB IN THE
CITY OF FAYETTEVILLE AT 495 WEST PRAIRIE STREET #103

Attachments: DINOSAUR SR., INC. D/B/A PRAIRIE STREET BAR & TAPROOM PRIVATE CLI

✓
C22018-0189

BID #18-18 PETROLEUM TRADERS CORPORATION:

A RESOLUTION APPROVING A CONTRACT BETWEEN CITY OF
FAYETTEVILLE AND PETROLEUM TRADERS CORPORATION TO
PROVIDE GASOLINE AND DIESEL FUEL TO THE CITY PER BID #18-18
FOR AN ESTIMATED ANNUAL AMOUNT OF \$1,701,541.00.

Attachments: BID #18-18 PETROLEUM TRADERS CORPORATION

✓
C32018-0188

VACATION OF A TREE PRESERVATION EASEMENT:

A RESOLUTION TO APPROVE THE VACATION AND ABOLISHMENT OF
THE .67 ACRE TREE PRESERVATION EASEMENT DEDICATED AS PART
OF THE LARGE SCALE DEVELOPMENT FOR THE CONSTRUCTION OF
THE JD CHINA RESTAURANT ON MARTIN LUTHER KING BOULEVARD
IN 2001

Attachments: VACATION OF A TREE PRESERVATION EASEMENT

✓
C42018-0177

VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

AN ORDINANCE TO APPROVE VAC 18-6119 FOR PROPERTY LOCATED
AT 2021 E. MISSION BOULEVARD TO VACATE A PORTION OF A WATER
AND SEWER RIGHT OF WAY GRANT

Attachments: VAC 18-6119 (2021 E. MISSION BLVD./MISSION HEIGHTS):

CV5 2018-0179

VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW):

AN ORDINANCE TO APPROVE VAC 18-6120 FOR PROPERTY LOCATED ALONG NETTLESHIP STREET BETWEEN SOUTH GRAHAM AVENUE AND SOUTH RAZORBACK ROAD TO VACATE A PORTION OF STREET RIGHT-OF-WAY

Attachments: VAC 18-6120 (NETTLESHIP BETWEEN GRAHAM & RAZORBACK/NETTLESHIP ST. ROW)

CV6 2018-0180

ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND):

AN ORDINANCE TO AMEND THE FOREST HILLS RESIDENTIAL PLANNED ZONING DISTRICT (07-2793) TO ADD USE UNIT 14, HOTELS, MOTEL, AND AMUSEMENT FACILITIES TO THE PERMITTED USES WITHIN PLANNING AREA 2

Attachments: ADM 18-6123 (751 N. SALEM RD./FOREST HILLS PZD AMEND.)

CV7 2018-0191

EMPLOYEE COMPENSATION:

A RESOLUTION APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$?,???,??? TO FACILITATE CITY-WIDE EMPLOYEE COMPENSATION ADJUSTMENTS FOR 2018, AND APPROVING POLICE AND FIRE PAY PLAN GRIDS.

D. City Council Agenda Session Presentations:

DV1 2018-0194

SALES TAX REPORT - PAUL BECKER, CHIEF FINANCIAL OFFICER

DV2 2018-0141

AGENDA SESSION PRESENTATION - 2017 ENERGY AND SUSTAINABILITY UPDATE

DV3 2018-0157

AGENDA SESSION PRESENTATION BY GREG WEEKS AND STEVE CARPENTER AND MARK ASCHER PROVIDING AN UPDATE ON CH2M AND RECENT ORGANIZATIONAL CHANGES

E. City Council Tour:

F. Announcements:

G. Adjournment