

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL JULY 6, 1999

A meeting of the Fayetteville City Council will be held on July 6, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be discussed:

- ✓ **NOMINATING COMMITTEE REPORT:** Nomination of David Bruce Hawkins to the Cable Board to fill the vacancy made by Dwain Cromwell.

A. CONSENT AGENDA

- ✓ **APPROVAL OF THE MINUTES:** Approval of the minutes from the June 15, 1999 City Council meeting.
- 1. ✓ **ARKANSAS AVENUE SIDEWALK:** A resolution approving a construction contract with APAC-Arkansas, Inc., McClinton-Anchor Division for Arkansas Avenue Sidewalk Reconstruction in the amount of \$54,654.35; a project contingency in the amount of \$13,488.15; materials testing funding in the amount of \$2,000.00; and a budget adjustment to fully fund the project.
Res 84-99
- 2. ✓ **LAND PURCHASE:** A resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
Res 85-99
- 3. ✓ **EASEMENT ACQUISITION:** A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city sign on Hwy 45. Further, approving the conveyance of a portion of right-of-way (old 24th Street curve) to Mr. Sweetser as consideration for the above acquisition.
Res 86-99
- 4. ✓ **SANITARY SEWER REHABILITATION:** A resolution approving an engineering agreement with The RJN Group, Inc., in the amount of \$498,879, and a 10% contingency of \$49,888, for engineering design and construction inspection for Sanitary Sewer Rehabilitation, Illinois River Basins 6-9 and 16, and White River Minisystem 9.
Res 87-99

- Res 88-99
5. ✓ **TELEPHONE UPGRADE / Y2K COMPLIANCE:** A resolution approving Bid Award 99-56 for the Telephone Upgrade / Y2K Compliance project to Midwestern Telephone, Inc. in the amount of \$53,228.13, plus a project contingency of \$29,000.00 for a total project cost of \$82,228.13.
- Res 89-99
6. ✓ **STEELE BOULEVARD / VAN ASCHE:** A resolution approving a proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) in the amount of \$116,291.00 for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche for which the City has previously agreed to cost-share.
- Res 90-99
7. ✓ **STEELE BOULEVARD BRIDGE:** A resolution approving a 50/50 cost share for the actual construction costs of the Steele Boulevard Bridge over Mud Creek with NANCHAR, INC. and Marjorie S. Brooks (CMN). The bids will be opened July 6, 1999 and the costs provided to the City Council at the July 6, 1999 meeting.

*no action
move to
next mtg.*

B. OLD BUSINESS

1. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.

C. NEW BUSINESS

- Ord.
4172*
1. **RZ 98-22:** An ordinance for RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. THIS ITEM WILL BE POSTPONED UNTIL THE JULY 20, 1999 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

*passed
7/20/99
at gym.*

2. **WATER/SEWER RELOCATION HWY 265:** An ordinance approving a bid waiver for a local company, Field Service Company, to provide immediate easement preparation and field negotiations assistance to city staff for water/sewer relocation on Hwy 265; upset cost limit of \$23,100.00

- approved*
3. **POPLAR STREET IMPROVEMENTS - CONSTRUCTION:** A resolution approving:

- Res.
91-99*
- A. A construction contract with Sweetser Construction in the amount of \$845,815.50 for the Poplar Street project.
- B. A project contingency in the amount of \$126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes.
- C. Approval for the Mayor to expend the full project contingency as the mayor deems necessary for the completion of the Poplar Street project.
- D. Budget adjustment for the project in the amount of \$160,142.83.

Res 92-99 approved. 4.

POPLAR STREET IMPROVEMENTS - ENGINEERING: A resolution approving a contract amendment for engineering services with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,601.00.

Res 93-99 approved. 5.

FAYETTEVILLE YOUTH CENTER FUNDING: A resolution approving a supplemental transfer to the Fayetteville Youth Center to provide funding for facility repairs and a budget adjustment.

Res 94-99 approved. 6.

FOX HUNTER ROAD: A resolution approving the expenditure of \$25,000.00 toward the cost of paving a portion of Fox Hunter Road and a budget adjustment.

no action 7.

TREATMENT PLANT: Discussion of current status report on the wastewater treatment plant.

mtg adjourned 7:00 pm.

July 6, 1999

	Roll			HD #.	Nominations
REYNOLDS	✓			✓	
AUSTIN	✓			✓	
DAVIS	✓			✓	
TRIMBO	✓			✓	
DANIEL	✓			✓	
SANTOS	✓			✓	
YOUNG	✓			✓	
RUSSELL	A				
MAYOR HANNA	✓				
	7. PA ED. CONSENT			70-	
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	A				
RUSSELL					
MAYOR HANNA					
	6-1-0				
	Gym				
REYNOLDS					
AUSTIN					
DAVIS					
TRIMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					

	P298-22				
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					
	H cy. 2nd W/S 265	B2 3RD. H.	PASS.		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL					
MAYOR HANNA					
	HD RA. POP. CONST		7-0-0.		
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL					
MAYOR HANNA					
	7-0-0				

	2A 22 Pop. Eng.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL					
MAYOR HANNA					
	7-0-0. H HD. ADULTH. CENT.				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL					
MAYOR HANNA					
	7-0-0. 2A 22. Fox Hunter				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRIMBO	✓				
DANIEL	✓				
SANTOS	✓				
YOUNG	✓				
RUSSELL					
MAYOR HANNA					
	7-0-0				

	<i>PLANT TREATMENT</i>				
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
SANTOS					
YOUNG					
RUSSELL					
MAYOR HANNA					

mtg adjourned 7:00 pm.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL MEETING JULY 6, 1999

A meeting of the Fayetteville City Council will be held on July 6, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

The following items will be discussed:

A. CONSENT AGENDA

1. **ARKANSAS AVENUE SIDEWALK:** A resolution approving a contract and contract contingency funds for Arkansas Avenue Sidewalk Reconstruction and a budget adjustment to fully fund the project. The proposed contract, costs and budget adjustment will be furnished at the June 29, 1999 agenda session.
2. **LAND PURCHASE:** A resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
3. **EASEMENT ACQUISITION:** A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city sign on Hwy 45. Further, approving the conveyance of a portion of right-of-way (old 24th Street curve) to Mr. Sweetser as consideration for the above acquisition.
4. **SANITARY SEWER REHABILITATION:** A resolution approving an engineering agreement with The RJN Group, Inc., in the amount of \$498,879, and a 10% contingency of \$49,888, for engineering design and construction inspection for Sanitary Sewer Rehabilitation, Illinois River Basins 6-9 and 16, and White River Minisystem 9.
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B. OLD BUSINESS:

1. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.
2. **STEELE BOULEVARD / VAN ASCHE:** A resolution approving a proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) in the amount of \$116,291.00 for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche for which the City has previously agreed to cost-share.
3. **STEELE BOULEVARD BRIDGE:** A resolution approving a 50/50 cost share for the actual construction costs of the Steele Boulevard Bridge over Mud Creek with NANCHAR, INC. and Marjorie S. Brooks (CMN). The bids will be opened July 6, 1999 and the costs provided to the City Council at the July 6, 1999 meeting.

C. NEW BUSINESS

1. **RZ 98-22:** An ordinance for RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.
2. **WATER/SEWER RELOCATION HWY 265:** An ordinance approving a bid waiver for a local company, Field Service Company, to provide immediate easement preparation and field negotiations assistance to city staff for water/sewer relocation on Hwy 265; upset cost limit of \$23,100.00
3. **POPLAR STREET IMPROVEMENTS - CONSTRUCTION:** A resolution approving:
 - A. A construction contract with Sweetser Construction in the amount of \$845,815.50 for the Poplar Street project.
 - B. A project contingency in the amount of \$126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes.
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4. **POPLAR STREET IMPROVEMENTS - ENGINEERING:** A resolution approving a contract amendment for engineering services with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,601.00.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL**

JUNE 15, 1999

A meeting of the Fayetteville City Council was held on June 15, 1999 at 6:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press and Audience.

ABSENT: Mayor Fred Hanna

ITEMS

ACTION TAKEN

Approval of minutes	Approved	
Greathouse Park Bridge	Approved	Res. 78-99
Yvonne Richardson Center Expansion	Approved	Res. 79-99
West Fork Water	Approved	Res. 80-99
Bid 99-54	Approved	Res. 81-99
Combs Land Purchase	Approved	Res. 82-99
Dickson St. Imprv. District Commissioners	Approved	Res. 83-99
Underground Utility Exemptions	Passed	Ord. 4169
VA 99-7	Passed	Ord. 4170
Industrial Park West	Removed from agenda	
Ozarks Electric Condemnation	Passed	Ord. 4171
Washington School Gym	Tabled to next meeting	

**MINUTES OF A MEETING
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FAYETTEVILLE CITY COUNCIL**

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PRESENT: Aldermen Reynolds, Austin, Davis, Trumbo, Daniel, Santos, Young and Russell; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press and Audience.

ABSENT: Mayor Fred Hanna.

Alderman Trent Trumbo chaired the meeting.

NOMINATING REPORT

Alderman Daniel moved to appoint the following people to Fayetteville citizen committees:

Cable Board:	James Alford, James Bemis, Doug Wright.
Construction Board of Adjustments:	William Butch Green to full term; Thomas Campbell and Stan Johnson to alternate terms.
Environmental Concerns:	Yoshemiah Anderson, Marti Benedict, Karla Bradley and Miriam Kay Lonon to community positions; Bruce Manchon to environmental law position; Philip Maynard to science discipline position; and Chris Parton to local industry position.
Historic District:	S. Benton Bandy and Barbara Jarvis.
Housing Authority:	Patricia A. Watson.
Juvenile Concerns:	Colleen Felton, Regan Glenn, and Keri Kelso for teacher positions; Anderson Braswell and Mathanki Kalapathy for student positions; Rebecca Weaver for parent position; and Detective Robert Hass for juvenile officer position; and Eric Christian for juvenile court representative.
Parks & Recreation Advisory Bd.:	Tom Stockland for Fayetteville Youth Center Board of Directors position.
Planning Commission:	Donald Bunch.
Tree & Landscape Committee:	George Cowen for forestry position; Peter Loris for environmental position; Claudia Rutherford and Jim Wilson for community positions.
Walton Art Center Council:	Linda Gaddy and Marla Hunt.
Walton Art Center Foundation:	Mary Ella Earle.

Alderman Young seconded the nominations. Upon roll call the motion carried unanimously.

CONSENT AGENDA

MINUTES

Approval of the minutes from the June 1, 1999 City Council meeting.

GREATHOUSE PARK BRIDGE

A resolution approving a construction contract with Tomlinson Asphalt to furnish and install a 10' x 75' prefab steel bridge providing the only access to Greathouse Park. Construction will also include excavation of the channel and concrete abutments. The contract amount is \$102,313 with a project contingency of \$10,000 totaling \$112,313 and a budget adjustment.

RESOLUTION 78-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

YVONNE RICHARDSON CENTER EXPANSION

A resolution approving an offer and acceptance to acquire property located at 151 E. Mountain Street for future expansion of the Yvonne Richardson Community Center.

RESOLUTION 79-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WEST FORK WATER

A resolution authorizing a contract for the wholesale water purchase contract with the City of West Fork.

RESOLUTION 80-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

BID 99-54

A resolution approving Bid 99-54 for a breathing air compressor and cascade air storage system for the fire department.

RESOLUTION 81-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

LAND PURCHASE

A resolution authorizing the City to purchase 1.22 acres of unimproved land from Charles T. Combs for \$34,500 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

RESOLUTION 82-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

DICKSON STREET IMPROVEMENT DISTRICT COMMISSIONERS

Alderman Trumbo stated that Dickson Street Improvement District had been removed from the Consent Agenda and would be discussed under Old Business.

Alderman Davis moved to approve the consent agenda. Alderman Austin seconded the motion. Upon roll call the motion carried unanimously.

OLD BUSINESS

DICKSON STREET IMPROVEMENT DISTRICT COMMISSIONERS

A resolution confirming the reappointment of two commissioners, Carl Collier and Greg House, to the Dickson Street Improvement District.

Alderman Trumbo stated the topic tonight was only to reappoint the two commissioners. He requested people to refrain from referring to past discussions regarding the Improvement District.

Aldermen Reynolds and Young stated they were property owners in the district and would be abstaining.

Alderman Daniel stated even if they did not reappoint the members they would still be in office.

Alderman Davis stated Mr. Collier had not been removed from the commission during the hearing and Mr. House had the greatest investment in the area. He did not see a need to discuss it further.

Alderman Davis moved to reappoint the two commissioners without discussion from the public. Alderman Austin seconded the motion.

Alderman Russell stated he had asked to remove the item from the Consent Agenda to hear any new issues from the public.

Alderman Austin stated it was his understanding this was an attempt to correct a mistake in the filing of the commissioners' oaths.

Alderman Daniel thought the reason to remove the item from the Consent Agenda was to give people a chance to comment.

Alderman Trumbo suggested hearing comments from the public, but limiting the time to five minutes for each individual.

Aldermen Austin and Davis agreed.

Mr. Lamar Pettus stated the council could not reappoint someone to the commission unless there was an vacancy. He asked if there was a vacancy.

Mr. Rose replied there was not a vacancy. They were trying to remedy an error with an abundance of caution.

Mr. Pettus questioned how the city had received the nominations. He thought if it had been from the commission then they had violated the Freedom of Information Act. He presented copies of a case from 1937, which stated once someone had rejected the office then it was the job of the city council to appoint another person. He did not believe the city council could reappoint the commissioners and if they were going to reappoint, then they needed to go through the normal procedure. He thought he and Mr. Richard Shewmaker were entitled to fair treatment. He thought the city council had violated state law. He thought they might need to go to court.

Alderman Trumbo stated he was under the impression that the two commissioners had gone through the nominating process, but they had not filed their oath of office required by law. This was merely a window dressing to reappoint them.

Mr. Rose stated it was his view that this was the confirmation of a previously made appointment so they could correct the problem of their possibly not filing their oaths of office within the correct amount of time. He felt it was an honest attempt to correct a problem.

Mr. Pettus stated they had complained about Mr. Collier. He suggested they should delay their decision until they could go to court and get a ruling on it.

Mr. Rose replied he thought they needed to make a good faith attempt to correct a mistake, by filing an oath of office after the reappointment. He added there were other ways to accomplish this. If it was the wish to eliminate the two people and to go through the process again, it would be a two-step process. They would have to deny this request, then there would have to be a hearing on whether or not they had filed within the 10 day period. If they determined they had not, then there became a vacancy, then they could open it up for nominations.

Mr. Russell stated this was the first time they had seen the statute. He questioned what "take the oath of office" meant and to file it with the City Clerk. He expressed concern about violating the statute by reappointing them. He questioned the city's choices. He did not want to be in a lawsuit.

Mr. Jack Butt replied there were not provisions for the commission to make nominees. He had spoken with the commissioners individually. He was trying to correct the problem of the filing

of the oaths. Mr. Collier had been serving on the commission for over 11 years. They were trying in good faith to correct the problem. He stated there was no clear way to correct the problem. There were several ways to interpret the law. The law stated the oath had to be taken within 10 days, not filed within 10 days. There was not a clear mandate on how to handle these problems. The best shot was to renominate them and let them retake the oath and file it. This was a gray area of the law. He thought renomination should prevail over the technical fine points. He cited one supreme court case to illustrate his point.

Alderman Daniel questioned how the original members were submitted to the council.

Mr. Butt replied it had been his understanding that there had been a nominating process and every interested person had put their name in.

Alderman Russell stated if they were going to declare that there was a vacancy or a reappointment, there may be advertising they had to do. He thought if they reappointed them the city would be sued.

Alderman Trumbo thought this issue would be contested.

Mr. Rose explained if they were to declare that there was a vacancy, the council would have had a hearing and one of the allegations had been that they had not filed their oaths of office on time. With Mr. Collier they had had due process and it had been determined there was not enough evidence to deny Mr. Collier a seat on the commission. With Mr. House there had not been any due process. In Mr. Collier's case the council had determined there was not a vacancy because they had not removed him four weeks ago at the hearing. Mr. House had not had any due process. What they were attempting to do was to reconfirm and reappoint them. He stated they were trying to do the right thing. He asked the council what they wanted to do, if they wanted to declare a vacancy or to reappoint them.

Alderman Austin asked how long the statute of limitations was on a serious crime, noting Mr. Collier had served on the commission for eleven years.

Mr. Pettus suggested the commission meet to talk about these issues. He asked the city to table the issue. He stated the commissioners needed to start having public meetings and talking to the people who paid the taxes.

Mr. Shewmaker complained about the item being placed under Old Business and not New Business on the council agenda. He read the statute on oaths of office. He stated he had sent the video tapes of the hearing to several attorneys asking for their opinion. He questioned why the council had not received legal advice when they had asked for it. He reiterated he and Mr. Pettus had tried to talk with them to settle some of their problems. He thought there was a good chance

there would be a lawsuit.

Mr. Rose read the resolution.

Alderman Russell expressed that there were already two vacancies if this law applied to the improvement district.

Alderman Davis added they could look at the other law which would clearly clear Mr. Collier.

Alderman Daniel stated they needed to be legal. She wanted the improvement district to work out their own problems. She wondered if they could sit and talk things out.

Alderman Trumbo did not believe they would ever get along because of all the personal attacks. The city attorney's advice had been to reappoint them. He felt the issue would go to court anyway.

Alderman Russell asked Mr. Rose if they were to reappoint them to the commission if it would survive a court challenge.

Mr. Rose replied he thought it was legally defensible.

Upon roll call the motion carried by a vote of 4-1-2, Daniel voting nay, Reynolds and Young abstaining.

RESOLUTION 83-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

UNDERGROUND UTILITY EXEMPTIONS

An ordinance amending Section 166.13 of the Code of Fayetteville allowing exemptions to the Underground Utility requirements.

Mr. Rose read the ordinance for the first time.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

In response to questions, Alderman Austin explained during the ordinance review meetings, the utility companies had explained currently they were having to set poles off the site. They were wanting to be able to set poles on the site to go underground.

Mr. Conklin, City Planner, explained the process of review and the changes made to the ordinance. Existing lines 12KV and above will be overhead. They will be allowed to remain above ground. There has been a problem in the past due to the cost in relocating them underground. The new KV lines will go underground.

Mr. Venable, Public Works Director, stated all new developments had underground utilities. The problem they had run into was existing lines.

Mr. Conklin stated the placement of the pole would be discussed during the approval process for the best location.

Alderman Austin moved to suspend the rules and move to the third and final reading. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Alderman Trumbo called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4169 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

NEW BUSINESS

VA 99-7

An ordinance for vacation request VA 99-7 as submitted by Rob Sharp, Architect on behalf of MTM of El Dorado LLC for property located at 1586 Amber Drive. The property is zoned R-1, Low Density Residential. The request is to vacate a portion of a 20' utility easement within Charleston Place subdivision.

Mr. Rose read the ordinance for the first time.

Alderman Davis moved to suspend the rules and move to the second reading. Alderman Daniel seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Alderman Trumbo called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4170 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

INDUSTRIAL PARK - WEST

A resolution approving an offer and acceptance for property located in the Industrial Park, as negotiated by the Fayetteville Chamber of Commerce.

Item was removed from the agenda by request of the Chamber of Commerce.

OZARKS ELECTRIC CONDEMNATION

An ordinance authorizing the City Attorney to seek possession of certain land owned by Ozarks Electric Cooperative Corporation located on Highway 16 West in the City of Fayetteville, Arkansas by the Power of Eminent Domain, in association with the required easements for the Highway 16 West Water and Sewer Relocations.

Mr. Rose read the ordinance for the first time.

Mr. Venable stated they had been working with Ozarks Electric. They did not have any objections to the condemnation, they were not agreeing on the price.

Alderman Russell moved to suspend the rules and move to the second reading. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the second time.

Alderman Davis moved to suspend the rules and move to the third and final reading. Alderman Russell seconded the motion. Upon roll call the motion carried unanimously.

Mr. Rose read the ordinance for the third and final time.

Alderman Trumbo called for the vote. Upon roll call the motion carried unanimously.

ORDINANCE 4171 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

WASHINGTON SCHOOL GYM

Discussion of additional funding for a brick facade for the Washington School gymnasium.

Alderman Trumbo explained the issue at hand was the architectural integrity of the facility. He explained the city had been asked by Assistant Superintendent Roy Karr to help fund the additional cost of the brick to have the fit into the historical district.

Mr. Venable stated the estimate was nearly \$200,000.

Alderman Young explained the project had not been out to bid, but they had hired a professional estimator to estimate the cost of the brick facade.

Alderman Davis noted the gym would also be used by the Fayetteville Youth Center.

Alderman Trumbo thought they should find the money to build the right so it would be there for a long time.

Alderman Russell asked if the city had the money for funding this project.

Mr. Steve Davis, Budget and Research Coordinator for the City of Fayetteville, stated currently the city had \$225,000 budget for the Washington School Gym. There was a working balance of \$86,000. The city was running tight on other projects. If they were to fund this they would have to review other projects which were funded and unfunded. The city did not have the \$200,000 in unobligated funds.

Alderman Davis suggested having the school fund half of the additional cost. He suggested waiting until the school board had met and agreed to fund half of this.

Alderman Reynold stated he would like the gym to be compatible with the surrounding neighborhood and to split the cost with the school board.

Alderman Young moved to table the item until the next meeting. Alderman Austin seconded the motion.

Mr. Tim De Noble, an area resident, stressed the importance of having a building architecturally compatible with other buildings in the area.

Ms. Judith Levine, an area resident, expressed her excitement in having a gymnasium. She noted the recent improvements to the existing building. She also stressed the importance of having a compatible gymnasium.

Ms. Kendall Curry, an area resident, stressed the importance of the kids having a gym. She expressed concern about the gym not begin built because of the cost.

Alderman Young withdrew his motion.

Alderman Trumbo asked Mr. Greenwood, School Board representative, if he would ask the school board to see if they were willing to half the cost of the brick facade.

The discussion would be continued at the next meeting in July.

The meeting adjourned at 8:10 p.m.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

TENTATIVE AGENDA CITY COUNCIL MEETING JULY 6, 1999

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The following items will be discussed:

A. CONSENT AGENDA

1. **ARKANSAS AVENUE SIDEWALK:** A resolution approving a contract and contract contingency funds for Arkansas Avenue Sidewalk Reconstruction and a budget adjustment to fully fund the project. The proposed contract, costs and budget adjustment will be furnished at the June 29, 1999 agenda session.
2. **LAND PURCHASE:** A resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
3. **EASEMENT ACQUISITION:** A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city sign on Hwy 45. Further, approving the conveyance of a portion of right-of-way (old 24th Street curve) to Mr. Sweetser as consideration for the above acquisition.
4. **SANITARY SEWER REHABILITATION:** A resolution approving an engineering agreement with The RJN Group, Inc., in the amount of \$498,879, and a 10% contingency of \$49,888, for engineering design and construction inspection for Sanitary Sewer Rehabilitation, Illinois River Basins 6-9 and 16, and White River Minisystem 9.
5. **TELEPHONE UPGRADE / Y2K COMPLIANCE:** A resolution approving Bid Award 99-56 for the Telephone Upgrade / Y2K Compliance project to Midwestern Telephone, Inc. in the amount of \$53,228.13, plus a project contingency of \$29,000.00 for a total project cost of \$82,228.13.

B. OLD BUSINESS:

1. **WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.
2. **STEELE BOULEVARD / VAN ASCHE:** A resolution approving a proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) in the amount of \$116,291.00 for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche for which the City has previously agreed to cost-share.
3. **STEELE BOULEVARD BRIDGE:** A resolution approving a 50/50 cost share for the actual construction costs of the Steele Boulevard Bridge over Mud Creek with NANCHAR, INC. and Marjorie S. Brooks (CMN). The bids will be opened July 6, 1999 and the costs provided to the City Council at the July 6, 1999 meeting.

C. NEW BUSINESS

1. **RZ 98-22:** An ordinance for RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.
2. **WATER/SEWER RELOCATION HWY 265:** An ordinance approving a bid waiver for a local company, Field Service Company, to provide immediate easement preparation and field negotiations assistance to city staff for water/sewer relocation on Hwy 265; upset cost limit of \$23,100.00
3. **POPLAR STREET IMPROVEMENTS - CONSTRUCTION:** A resolution approving:
 - A. A construction contract with Sweetser Construction in the amount of \$845,815.50 for the Poplar Street project.
 - B. A project contingency in the amount of \$126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes.
 - C. Approval for the Mayor to expend the full project contingency as the mayor deems necessary for the completion of the Poplar Street project.
 - D. Budget adjustment for the project in the amount of \$160,142.83.
4. **POPLAR STREET IMPROVEMENTS - ENGINEERING:** A resolution approving a contract amendment for engineering services with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,601.00.

STAFF REVIEW FORM

X AGENDA REQUEST
X CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of July 06, 1999

FROM:

Paul Libertini PL
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: Award the construction contract to APAC-Arkansas, Inc., McClinton-Anchor Division in the amount of \$ 54,654.35; approve project contingency funding of \$ 13,488.15; approve materials testing of \$ 2,000.00; and approve the attached budget adjustment.

COST TO CITY:

\$ 70,142.50
 Cost of this Request

\$ 70,000
 Category/Project Budget

Arkansas Avenue
 Sidewalk Reconstruction
 Category/Project Name

4470-9470-5814.00
 Account Number

\$ 70,000
 Funds Used To Date

Sidewalk Improvements
 Program Name

99060-1
 Project Number

\$ -0-
 Remaining Balance

Sales Tax
 Fund

BUDGET REVIEW:

_____ Budgeted Item

X Budget Adjustment Attached

Stephane
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn D. Cramer
 Accounting Manager

6-29-99
 Date

[Signature]
 City Attorney

6-29-99
 Date

[Signature]
 Purchasing Officer

6-29-99
 Date

GRANTING AGENCY:

Yolanda Fields
 Internal Auditor

6-29-99 ✓
 Date

 ADA Coordinator

 Date

STAFF RECOMMENDATION: Approval of action items listed above.

[Signature]
 Division Head

June 29 '99
 Date

[Signature]
 Department Director

6-29-99
 Date

[Signature]
 Administrative Services Director

6/29/99
 Date

[Signature]
 Mayor

6/29/99
 Date

Cross Reference

New Item: Yes x No _____

Prev Ord/Res #: _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Charles Venable, Public Works Director
Don Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *tb*

From: Paul Libertini, Staff Engineer *PL.*

Date: June 29, 1999

Re: **Agenda Request, Council Meeting of July 06, 1999**
Arkansas Avenue Sidewalk Reconstruction Contract

1. Staff Recommendation: Staff recommends that the City Council award the construction contract to APAC-Arkansas, Inc., McClinton-Anchor Division; approve project contingency funding; and approve the attached budget adjustment to fully fund the project.

2. Project Background: On April 20, 1999, the City Council approved Resolution No. 55-99 approving a cost-sharing agreement with the University of Arkansas for the removal and replacement of the curbs and gutters on each side of the road on Arkansas Avenue between Dickson and Maple Streets. This agreement also included replacing approximately 3,309 square feet of sidewalk located on the east side of Arkansas Avenue. In keeping with the agreement, the Engineering Division has completed in-house design plans for the removal and replacement of the referenced sidewalk and has advertised the same for bids on June 6th & June 13th.

3. Estimated Project Costs: Bids were opened on Tuesday, June 22, 1999. The engineer has reviewed the bids and recommends awarding the contract to the low bidder, McClinton-Anchor Division in the amount of \$ 54,654.35. The estimated total project costs including contingency monies for unforeseen project expenditures are as follows:

Construction Contract	\$ 54,654.35
Project contingency	\$ 13,488.15
<u>Materials testing</u>	<u>\$ 2,000.00</u>
Total	\$ 70,142.50

4. Budget Adjustment: A budget adjustment, in the amount of \$70,143.00 is attached for review and approval.

BID TABULATION
Arkansas Avenue Sidewalk Reconstruction
Fayetteville, Arkansas

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
McClinton-Anchor Division	\$ 59,254.35
Sweetser Construction	\$ 73,377.45

McClinton-Anchor's low bid of \$ 59,254.35 was within 5% of the Engineer's estimate.

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 1999	Department: Public Works Division: Engineering Program: Sales Tax Capital	Date Requested June 25, 1999	Adjustment #
---------------------	---	---------------------------------	--------------

Project or Item Requested: \$70,143 in the Arkansas Avenue Improvements Capital Project.	Project or Item Deleted: \$70,143 from the Sidewalk Improvements Capital Project.
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Justification of this Increase: The additional funding is to cover a construction contract to provide sidewalks and testing work.	Justification of this Decrease: Sufficient funding remains in capital project to meet 1999 objectives.
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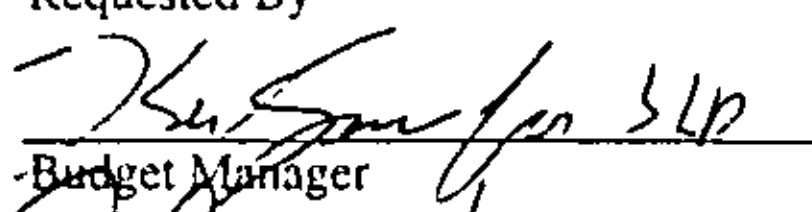
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Sidewalk Improvements	70,143	4470	9470	5814	00	99060	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Sidewalk Improvements	70,143	4470	9470	5814	00	96041	1

Approval Signatures

Requested By	Date
	6-25-99
Budget Manager	Date
	6-29-99
Department Director	Date
	29 JUN 99
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	☒ D	E
Date of Approval	_____				
Posted to General Ledger	_____				
Posted to Project Accounting	_____				
Entered in Category Log	_____				

AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the ____ day of _____ in the year 1999 by and between the **City of Fayetteville, Arkansas** (hereinafter called **OWNER**) and **APAC-Arkansas, Inc., McClinton-Anchor Division** (hereinafter called **CONTRACTOR**).

OWNER and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Project - Arkansas Avenue Sidewalk Reconstruction:

removal & disposal of existing sidewalks, driveways, steps, walks, and curb & gutter; and construction of sidewalks, driveways, curbs, access ramps, modular retaining wall, and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by

City of Fayetteville Engineering Dept.
113 W. Mountain
Fayetteville, Arkansas 72701

who is hereinafter called **ENGINEER** and who is to act as **OWNER**'s representative, assume all duties and responsibilities, and have the rights and authority assigned to **ENGINEER** in the Contract Documents in connection with completion of the Work in accordance with the Contract documents.

Article 3. CONTRACT TIME.

3.1 The Work shall be completed within 30 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and ready for final payment in accordance with paragraph 14.13 of the General Conditions.

3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of the Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus and extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 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 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Two hundred dollars (\$200.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined from the following Schedule of Values pursuant to paragraphs 4.1 and 4.2 below:

4.1 for all Work other than Unit Price Work, an amount equal to the sum of the established lump sums for each separately identified item of Lump Sum Work; and

4.2 for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 4.2.

PAYMENT ITEMS

Item No.	Item Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization, storage, traffic and pedestrian control, site preparation, erosion control, tree protection, protection and relocation/replacement of all landscaping including landscaping border materials, relocation and protection of existing brass letters as identified on the plans, and all incidentals not specified elsewhere.	LS	1	\$15,800.00	\$15,800.00
2	Tree protection fencing.	LF	100	\$8.00	\$800.00
3	Remove and disposal of existing sidewalk.	SF	5,372	\$0.60	\$3,223.20
4	Remove and disposal of existing driveway, driveway approach and driveway curb.	SF	1,540	\$0.60	\$924.00
5	Remove and disposal of existing street curb and gutter as determined in the field by the engineer.	LF	32	\$9.00	\$288.00
6	Remove and disposal of existing concrete steps, concrete walk and/or concrete curb as necessary to construct new concrete access ramps.	SF	300	\$0.60	\$180.00
7	Unclassified excavation.	CY	50	\$25.00	\$1,250.00
8	Special hand removal of existing sidewalk, existing base and existing subgrade at areas identified for special tree root protection on the plans and/or identified in the field by the engineer.	SF	500	\$5.00	\$2,500.00
9	Select "hillside" backfill.	CY	10	\$22.00	\$220.00
10	Class 7 aggregate base course (ABC).	Ton	80	\$25.00	\$2,000.00
11	Construct new 4 inch thickness concrete sidewalk complete in place including compaction of existing subgrade.	SF	5,534	\$2.35	\$13,004.90
12	Construct new 4 inch thickness concrete sidewalk complete in place including compaction of existing subgrade as needed to repair, replace and/or match existing concrete walks, ramps... as directed in the field by the engineer.	SF	140	\$2.50	\$350.00
13	Construct new 6 inch thickness concrete sidewalk complete in place.	SF	636	\$3.00	\$1,908.00
14	Construct new 6 inch thickness concrete driveway approach complete in place including compaction of existing subgrade and construction of new 6 inch tapered integral curbs.	SF	1,105	\$3.25	\$3,591.25
15	Construct new 4 inch thickness concrete access ramp complete in place including compaction of existing subgrade and construction of new 6 inch tapered integral curbs.	SF	526	\$3.00	\$1,578.00
16	Special construction of new 6 inch thickness concrete sidewalk complete in place including reinforcing steel, 6 mil vapor barrier, variable thickness (4 inch minimum) concrete rock aggregate and geotechnical fabric placed by hand over existing tree roots.	SF	500	\$4.50	\$2,250.00
17	Construct new 12 inch depth modular retaining wall of variable height from 8 inch minimum to 24 inch maximum.	SF SA	60	\$20.00	\$1,200.00
18	Imported topsoil.	CY	32	\$25.00	\$800.00
19	Painted island per detail 3/S5	LS	1	\$150.00	\$150.00
20	Construct new concrete mountable curb per detail 3/S5.	LF	6	\$25.00	\$150.00
21	Construct new standard concrete curb and gutter.	LF	20	\$15.00	\$300.00
22	Construct new standard modified concrete curb and gutter.	LF	162	\$13.50	\$2,187.00
Total Base Bid Amount				\$54,654.35	

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions or as modified in the Supplementary Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER 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 1st day of each month during construction as provided in paragraphs 5.1.1., 5.1.2, 5.1.3., and 5.1.4 below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions and based on the number of units completed in the case of Unit Price Work or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 percent of Work completed (with the balance of 10 percent being retainage), If Work has been 50 percent completed as determined by the ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

100 percent of materials and equipment not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.7 of the General Conditions. That is, if any such items are setup for that type payment in the Specifications.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 98 percent of the Contract Price (with the balance of 2 percent being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 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, or furnishing of the Work.

6.3 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.

6.4 CONTRACTOR has carefully studied all 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 which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER 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. CONTRACTOR has obtained and carefully studied (or assumes responsibility for 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, 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 CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance 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.

6.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

6.6 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.

6.7 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 and 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

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 1 to 8 , inclusive).
- 7.2 Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3 Certificate of Insurance, (Exhibit C).
- 7.4 Documentation submitted by CONTRACTOR prior to Notice of Award (Exhibit D).
- 7.5 General Conditions (pages 1 to 42, inclusive and Exhibit GC-A pages 1 to 2, inclusive).
- 7.6 Supplementary Conditions (pages 1 to 14, inclusive).
- 7.7 Specifications consisting of Divisions 1 through 16 as listed in table of contents thereof.
- 7.8 Addenda numbers __ to __, inclusive.
- 7.9 Drawings (not attached hereto) consisting of a cover sheet and sheets numbered 1 through 6, inclusive with each sheet bearing the following general title:

Arkansas Avenue Sidewalk Reconstruction

- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

7.10.1 Notice to Proceed

7.10.2 All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1. Terms used in the Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

8.2. 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.

8.3. OWNER and CONTRACTOR each binds itself, its 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.

8.4. 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 stricken provision or part thereof with a valid and enforceable provision that comes as close as possible expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER and ENGINEER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 1999 (which is the Effective Date of the Agreement).

OWNER: City of Fayetteville

CONTRACTOR: APAC-Arkansas, Inc.,
McClinton-Anchor Division

By: _____
Mayor Fred Hanna

By: James A. Cole
James A. Cole

Vice President
Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest Margaret Berry

Address for giving notices

Address for giving notices

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.)

License No. 0011841299

Agent for service of process:

(If CONTRACTOR is a corporation, attach evidence of authority to sign)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 06, 1999

FROM:

Paul Libertini
NameEngineering
DivisionPublic Works
Department

ACTION REQUIRED: Approval of:

- a) The construction contract and contract contingency funds for "Arkansas Avenue Sidewalk Reconstruction".
b) A budget adjustment to fully fund the project
c) The proposed contract, costs and budget adjustment will be furnished prior to, or at, the June 29, 1999 agenda session.

COST TO CITY:

\$
Cost of this Request\$ 70,000
Category/Project BudgetArkansas Avenue
Sidewalk Reconstruction
Category/Project Name4470-9470-5814.00
Account Number\$ 70,000
Funds Used To DateSidewalk Improvements
Program Name99060-1
Project Number\$ -0-
Remaining BalanceSales Tax
Fund

BUDGET REVIEW:

☒ Budgeted Item☒ Budget Adjustment Attached (to be furnished)

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of items a -c above.

Lin Bauer
Division Head16 June 99
Date

Cross Reference

Department Director

Date

New Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Mayor Fred Hanna
Charles Venable, Public Works Director
Don Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *JB*

COPY

From: Paul Libertini, Staff Engineer *PL*

Date: June 16, 1999

Re: Agenda Request, Council Meeting of July 06, 1999
Arkansas Avenue Sidewalk Reconstruction Construction Contract

- (A) Approve the construction contract and contract contingency funds for "Arkansas Avenue Sidewalk Reconstruction".
- (B) Approve a budget adjustment to fully fund the project.

1. Project Background: On April 20, 1999, the City Council approved Resolution No. 55-99 approving a cost-sharing agreement with the University of Arkansas for the removal and replacement of the curbs and gutters on each side of the road on Arkansas Avenue between Dickson and Maple Streets. This agreement also included replacing approximately 3,309 square feet of sidewalk located on the east side of Arkansas Avenue. In keeping with the agreement, the Engineering Division has completed in-house design plans for the removal and replacement of the referenced sidewalk and has advertised the same for bids on June 6th & June 13th.
2. Estimated Project Costs: A formal estimate is not presented at this time as the project is currently being advertised for bids. The actual bids will be opened Tuesday, June 22nd with the results and recommendation furnished to the City Council prior to, or at, the June 29th agenda session.
3. Budget Adjustment: A budget adjustment will be prepared and presented prior to, or at the Council agenda session on June 29th. The proposed budget adjustment will request to move funding from the general sidewalk construction account.
4. Staff Recommendation: Based on the results of the June 22nd bid opening, staff will request that the City Council approves the construction contract with the low bidder along with the proposed budget adjustment which will include contract contingency funds that could be utilized for additional construction items with Mayoral approval.

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 6, 1999

FROM:

Ed Connell
NameEngineering
DivisionPublic Works
Department

ACTION REQUIRED: Approval of a resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.

COST TO CITY:

\$46,565.00
Cost of this Request\$826,491.00
Category/Project BudgetSixth Street Extension to E. Huntsville Road
Category/Project Name4470-9470-5809-00
Account Number\$109,500.00
Funds Used To Date

Program Name

96044-30
Project Number\$716,191.00
Remaining BalanceSales Tax CIP
Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Emma Seibert for
Accounting Manager6/14/99
Date

GRANTING AGENCY

Gloria D. Dicks
Internal Auditor6/14/99
Date

City Attorney

14 June '99
Date

ADA Coordinator

Date

P. Vice
Purchasing Officer6-14-99
Date

STAFF RECOMMENDATION: Staff recommends approval of this acquisition so that this project can be scheduled for implementation. Except for one minor parcel, this property represents almost 100% of the required fee simple acquisition on this project.

Jim Beaton
Division HeadJune 8 '99
Date

Cross Reference

Department Director

6-14-99
DateNew Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description Sciaca Property--Sixth Street Extension to East Huntsville Road Meeting Date July 6, 1999

Comments:

Budget Coordinator

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

Reference Comments:

DATE: June 8, 1999
TO: Fayetteville City Council
THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Donald Bunn, Assistant Public Works Director
Jim Beavers, City Engineer *JB*
FROM: Ed Connell, Land Agent
RE: Sixth Street Extension to East Huntsville Road
Offer and Acceptance Contract - Sciacca

Please find herewith an executed *Offer and Acceptance Contract* between the City and Jerry L. Sciacca relative to the acquisition of 0.22 acres of land (Tract 6), including improvements, for the extension of Sixth Street from Wood Ave, to East Huntsville Road.

This property is the third of four property owners from which right of way is being acquired. This property, along with the Smith and Combs properties (previously approved) will account for almost 99% of the additional right of way. Please refer to the attached diagram which illustrates the right of way acquisition for this project. Although not illustrated here, Huntsville Road, just West of Blair Ave., will be closed to through traffic and all Huntsville traffic is to be directed to the North-South extension of Mashburn Ave.

The City's appraisal for this 0.22 acre land acquisition, plus the acquisition of the improvement (an older service station), drainage easements, and temporary easements, and damages to the remaining property since this acquisition takes about 1/3 of the property, amounted to \$46,565.00. This amount has been accepted by Mr. Sciacca. Please find herewith a summary page of this appraisal. Enclosed is a copy of a *Offer and Acceptance* contract between the City and Mr. Sciacca to this affect.

since this improvement and area was in petroleum service in years past, the City Engineering staff had a soil survey conducted to determine the location of tanks and the condition of the surrounding soils. Attached please find a copy of the Enviornmental Assessment Report of Grubbs, Hoskyn, Barton & Wyatt, Inc., dated February, 1999, which confirmed that tanks have been removed and that the soil does not require special treatment.

Staff recommends the passage of a resolution to the City Council accepting this contract.

Jerry L. Sciacca: Tract # 6, 765-02499-000

<u>Land</u>	<u>Drainage Esmt</u>	<u>ICE</u>	<u>Improvements Damages</u>	<u>Total</u>
\$ 9,700	1,050	615	31,600 / 3,600	\$46,565

RECEIVED

FEB 17 1999

ENVIRONMENTAL ASSESSMENT
631 HUNTSVILLE - PREVIOUS GAS STATION
FAYETTEVILLE, ARKANSAS

Report

To

CITY OF FAYETTEVILLE
Fayetteville, Arkansas

GRUBBS, HOSKYN, BARTON & WYATT, INC.
Consulting Engineers
Springdale, Arkansas

February 1999

February 12, 1999
Job No. 99-026

City of Fayetteville
Engineering Department
113 West Mountain
Fayetteville, Arkansas 72701

Attention: Mr. Wayne Ledbetter, P.E.

**ENVIRONMENTAL ASSESSMENT
631 HUNTSVILLE - PREVIOUS GAS STATION
FAYETTEVILLE, ARKANSAS**

INTRODUCTION

This is the report of our environmental investigation made at 631 Huntsville in Fayetteville, Arkansas. It is our understanding that an operating gas station was previously located at this address. The purpose of the investigation was to determine if the soil at this address is currently contaminated with previously leaked or spilled petroleum products prior to this land being purchased by the City of Fayetteville.

FIELD INVESTIGATION

Three (3) borings were drilled in the vicinity of the building at 631 Huntsville. As the borings were drilled, samples of significant soil strata were obtained, visually classified and placed in appropriate containers for transport to our laboratory for further examination and testing. Because this investigation was for the sole purpose of determining the absence or presence of pollutants in the soil, no strength or classification testing was performed.

Grubbs, Hoskyn, Barton & Wyatt, Inc.
JOB No. 99-026

February 12, 1999
Page 2 of 3

LABORATORY TESTING

Laboratory testing consisted of using a commercial analytical laboratory to perform the following tests:

- | | |
|---------------------------------------|---------|
| 1. Concentration of Benzene | (mg/Kg) |
| 2. Concentration of Ethylbenzene | (mg/Kg) |
| 3. Concentration of Toluene | (mg/Kg) |
| 4. Concentration of Xylenes | (mg/Kg) |
| 5. Total Petroleum Hydrocarbons (TPH) | (mg/Kg) |

Items one through four are collectively known as a BTEX test. These tests were performed on one sample selected from each boring. The sample was selected based on the assumption that the gasoline tanks which had been on this property had been buried, and that the gasoline tanks were approximately 6.0 ft in diameter. Therefore, the samples chosen for testing were all at depths greater than 6.0 ft below existing ground.

CONCLUSIONS

Based on the information received from Sorrells Research Laboratory and Field Services, it is our opinion that the soils at 631 Huntsville are not contaminated above detectable limits.

Attached Plates:

Plates 1 through 3
Plates 4 through 6

Boring Logs
Laboratory Analysis

Grubbs, Hoskyn, Barton & Wyatt, Inc.
JOB No. 99-026

February 12, 1999
Page 3 of 3

We have appreciated the opportunity to be of service to you on this project. If you have any questions regarding this information, please call.

Sincerely,

GRUBBS, HOSKYN, BARTON & WYATT, INC.



Andy McClarrinon, E.I.
Staff Engineer

ATM/kdc

Copies Submitted:

City of Fayetteville
Attn: Mr. Wayne Ledbetter, P.E.

(3)

...skyn, Inc.,
Consulting Engineers

TYPE: Auger

LOCATION: 32' N, NE building corner

- No. 200, %

DATE: 1-26-99

Form 3-6(74) Job No. 99-028



Grubbs, Garner
& Hoskyn, Inc.,
Consulting Engineers

LOG OF BORING NO. 2

631 Huntsville - Previous Gas Station
Fayetteville, Arkansas

A.2 page 9
LAND PURCHASE

TYPE: Auger

LOCATION: 32' N, NE building corner

LOCATION: 32' N, NE building corner													
DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WT LB/CU FT	COHESION, TON/SQ FT							No. 200, %
						0.2 0.4 0.6 0.8 1.0 1.2 1.4							
						PLASTIC LIMIT +	WATER CONTENT			LIQUID LIMIT +			
			SURF. EL:			10	20	30	40	50	60	70	
			Loose dark brown silt with fine sand and organics	25									
			Medium dense to loose gray and tan silty clay fill with sandstone gravel	7									
5			Wet with decayed organics and slight fuel odor below 4.0 ft	7									
			Soft gray and tan weathered shale	32									
10				50/7'									
				50/4'									
15													
20													
25													

LOG# 55074 2-16-99

COMPLETION DEPTH: 13.5 ft
DATE: 1-25-99

DEPTH TO WATER
IN BORING: Water at 6'3"

DATE: 1-26-99

LAND PURCHASE, Garner

M. HOSKYN, Inc.
Consulting Engineers

LOG OF BORING NO. 3

631 Huntsville - Previous Gas Station
Fayetteville, Arkansas

TYPE: Auger

LOCATION: 32' N, NE building corner

						LOCATION: 32' N, NE building corner						
DEPTH, FT	SYMBOL	SAMPLES	DESCRIPTION OF MATERIAL	BLOWS PER FT	UNIT DRY WT LB/CU FT	COHESION, TON/SQ FT						
						PLASTIC LIMIT		WATER CONTENT			LIQUID LIMIT	
			SURF. EL:			0.2	0.4	0.8	0.8	1.0	1.2	1.4
						+	- - - - -	- - - - -	- - - - -	- - - - -	+ +	
						10	20	30	40	50	60	70
			2" broken asphalt									
			3" gravel base									
			Stiff tan and gray silty clay fill	23								
			Medium dense gray silt with fine sand and decayed organics									
			Stiff mottled red, gray and tan silty clay with occasional shale fragments	20								
5			Very stiff gray and tan clayey shale	32								
		X	Soft gray and tan weathered shale									
				50/5'								
		X										
				50/7'								
10												
		X		50/3'								
15												
20												
25												

COMPLETION DEPTH: 13.5 ft
DATE: 1-26-99

DEPTH TO WATER
IN BORING: Dry

DATE: 1-26-99

PLATE 3



SORRELLS RESEARCH
LABORATORY AND FIELD SERVICES

WEF



CHEMISTS
ECOLOGISTS
CONSULTANTS
PLANNERS

8002 Stanton Road
Little Rock, Arkansas 72209

Phone 501-562-8139
Fax 501-562-7025
Toll Free 1-800-331-8139

LABORATORY ANALYSIS

Date of Report: February 2, 1999
Date Received : February 1, 1999

For: GRUBBS, GARNER & HOSKYN, L.R.

P.O. BOX 55105

10501 STAGECOACH RD.

LITTLE ROCK, AR 72215-

Job: BTEX & TPH ANALYSIS.

Sample From: 631 HUNTSVILLE ESA STUDY. B-1 @ 8.5' - 9

ANALYTE		RESULT	UNITS	METHOD
Benzene	<	0.001	mg/kg	8020
Ethylbenzene	<	0.001	mg/kg	8020
Toluene		0.002	mg/kg	8020
Xylenes		0.004	mg/kg	8020
BTEX, total		0.006	mg/kg	Calc.
Total recoverable petroleum hydrocarbons TPH	<	1.000	mg/kg	8015c
Diesel Range Organics	<	1.000	mg/kg	8015c
Gasoline Range Organics	<	1.000	mg/kg	8015c

Collected by:

MICHAEL MORRISS on 02/01/99

Analysis by :

SEE ATTACHED QUALITY ASSURANCE PAGE.

Sample preservation and Laboratory Analysis conducted according to EPA 40 CFR Part 261. Test/Analyst/Time/Coeff./Var./ QA plan filed with ADPC&E. Includes 10 % replication and 10 % recovery studies by random selection. Instruments maintained and calibrated and records kept. See Attached.

Copies to:

MR. CHIP WILKINSON

LAB MANAGER

P.O. BOX 55105

LITTLE ROCK, AR 72215-

Laboratory Number: V798.001

LRS Reviewed By: K. E. Sorrells, M.S. [Signature]

LAND PURCHASE



CHEMISTS
ECOLOGISTS
CONSULTANTS
PLANNERS



SORRELLS RESEARCH
LABORATORY AND FIELD SERVICES

8002 Stanton Road
Little Rock, Arkansas 72209

WEF



Phone 501-562-8139
Fax 501-562-7025
Toll Free 1-800-331-8139

LABORATORY ANALYSIS

Date of Report: February 2, 1999
Date Received : February 1, 1999

For: GRUBBS, GARNER & HOSKYN, L.R.

P.O. BOX 55105

10501 STAGECOACH RD.

LITTLE ROCK, AR 72215-

Job: BTEX & TPH ANALYSIS.

Sample From: 631 HUNTSVILLE ESA STUDY. B-2 @ 6'-7.5'

ANALYTE

RESULT UNITS

METHOD

ANALYTE	RESULT	UNITS	METHOD
Benzene	<	0.001 mg/kg	8020
Ethylbenzene	<	0.001 mg/kg	8020
Toluene	<	0.001 mg/kg	8020
Xylenes	<	0.001 mg/kg	8020
BTEX, total	<	0.005 mg/kg	8020
Total recoverable petroleum hydrocarbons TPH	<	0.010 mg/kg	Cal
Diesel Range Organics	<	1.000 mg/kg	8015c
Gasoline Range Organics	<	1.000 mg/kg	8015c

Collected by:

MICHAEL MORRISS on 02/01/99

Analysis by :

SEE ATTACHED QUALITY ASSURANCE PAGE.

Sample preservation and Laboratory Analysis conducted according to EPA 40 CFR Part 261. Test/Analyst/Time/Coeff./Var./ QA plan filed with ADPC&E. Includes 10 % replication and 10 % recovery studies by random selection. Instruments maintained and calibrated and records kept. See Attached.

Copies to:

MR. CHIP WILKINSON

LAB MANAGER

P.O. BOX 55105

LITTLE ROCK, AR 72215-

Laboratory Number: V798.002

LRS Reviewed By: K. E. Sorrells, M.S. [YK]



CHEMISTS
ECOLOGISTS
CONSULTANTS
PLANNERS



SORRELLS RESEARCH
LABORATORY AND FIELD SERVICES

8002 Stanton Road
Little Rock, Arkansas 72209

WEF



Phone 501-562-8139
Fax 501-562-7025
Toll Free 1-800-331-8139

LABORATORY ANALYSIS

Date of Report: February 2, 1999
Date Received : February 1, 1999

For: GRUBBS, GARNER & HOSKYN, L.R.

P.O. BOX 55105

10501 STAGECOACH RD.

LITTLE ROCK, AR 72215-

Job: BTEX & TPH ANALYSIS.

Sample From: 631 HUNTSVILLE ESA STUDY. B-3 @ 6'-7'

ANALYTE		RESULT	UNITS	METHOD
Benzene	<	0.001	mg/kg	8020
Ethylbenzene	<	0.001	mg/kg	8020
Toluene	<	0.001	mg/kg	8020
Xylenes	<	0.005	mg/kg	8020
BTEX, total	<	0.010	mg/kg	Calc.
Total recoverable petroleum hydrocarbons TPH	<	1.000	mg/kg	8015c
Diesel Range Organics	<	1.000	mg/kg	8015c
Gasoline Range Organics	<	1.000	mg/kg	8015c

Collected by:

MICHAEL MORRISS on 02/01/99

Analysis by :

SEE ATTACHED QUALITY ASSURANCE PAGE.

Sample preservation and Laboratory Analysis conducted according to EPA 40 CFR Part 261. Test/Analyst/Time/Coeff./Var./ QA plan filed with ADPC&E. Includes 10 % replication and 10 % recovery studies by random selection. Instruments maintained and calibrated and records kept. See Attached.

Copies to:

MR. CHIP WILKINSON

LAB MANAGER

P.O. BOX 55105

LITTLE ROCK, AR 72215-

Laboratory Number: V798.003

LRS Reviewed By: K. E. Sorrells, M.S. [45]

SYMBOLS AND TERMS USED ON BORING LOGS

SOIL TYPES

(SHOWN IN SYMBOLS COLUMN)



Gravel



Sand



Silt



Clay

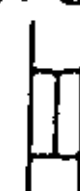
Predominant type shown heavy

SAMPLER TYPES

(SHOWN ON SAMPLES COLUMN)



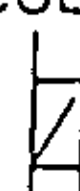
Shelby
Tube



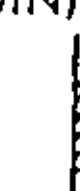
Rock
Core



Split
Spoon



No



Cutting

Recovery

TERMS DESCRIBING CONSISTENCY OR CONDITION

COARSE GRAINED SOILS (major portion retained on No. 200 sieve): Includes (1) Clean gravels and sands, and (2) silty or clayey gravels and sands. Condition is rated according to relative density, as determined by laboratory tests.

DESCRIPTIVE TERM

N-VALUE

RELATIVE DENSITY

VERY LOOSE

0-4

0-15%

LOOSE

4-10

15-35%

MEDIUM DENSE

10-30

35-65%

DENSE

30-50

65-85%

VERY DENSE

50 and above

85-100%

FINE GRAINED SOILS (major portion passing No. 200 sieve): Includes (1) Inorganic and organic silts and clays, (2) gravelly, sandy, or silty clays, and (3) clayey silts. Consistency is rated according to shearing strength, as indicated by penetrometer readings or by unconfined compression tests.

DESCRIPTIVE TERM

UNCONFINED COMPRESSIVE STRENGTH TON/SQ. FT.

VERY SOFT

Less than 0.25

SOFT

0.25-0.50

FIRM

0.50-1.00

STIFF

1.00-2.00

VERY STIFF

2.00-4.00

HARD

4.00 and higher

NOTE: Slickensided and fissured clays may have lower unconfined compressive strengths than shown above, because of planes of weakness or cracks in the soil. The consistency ratings of such soils are based on penetrometer readings.

TERMS CHARACTERIZING SOIL STRUCTURE

SLICKENSIDED - having inclined planes of weakness that are slick and glossy in appearance.

FISSURED - containing shrinkage cracks, frequently filled with fine sand or silt; usually more or less vertical.

LAMINATED - composed of thin layers of varying color and texture.

INTERBEDDED - composed of alternate layers of different soil types.

CALCAREOUS - containing appreciable quantities of calcium carbonate.

WELL GRADED - having a wide range in grain sizes and substantial amounts of all intermediate particle sizes.

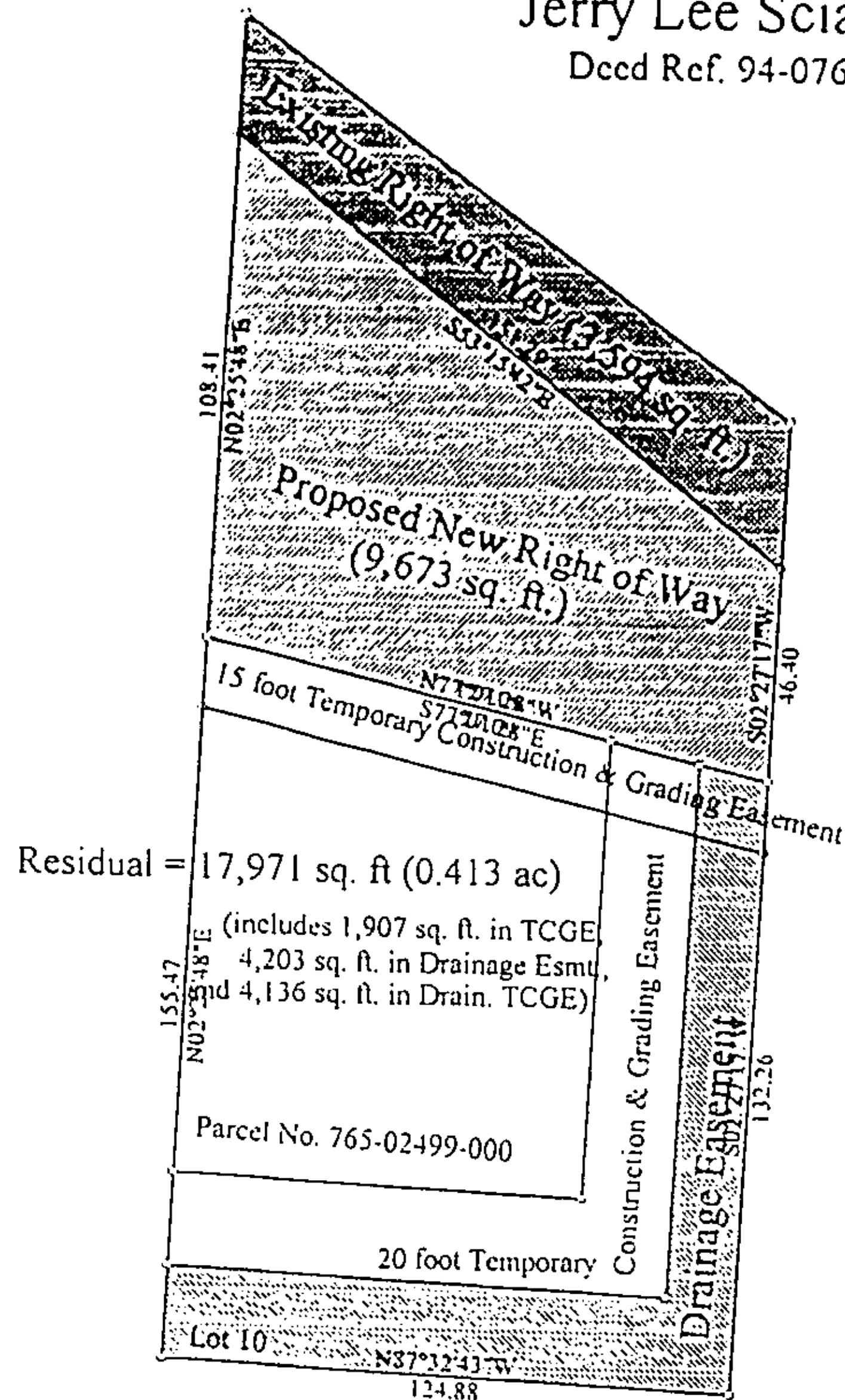
POORLY GRADED - predominantly of one grain size, or having a range of sizes with some intermediate sizes missing.

Terms used on this report for describing soils according to their texture or grain size distribution are in accordance with the UNIFIED SOIL CLASSIFICATION SYSTEM, as described in Technical Memorandum No.3-357, Waterways Experiment Station, March 1953



Scale: 1" = 50'

Jerry Lee Sciacca
Dccd Ref. 94-07669



NOTE: TRACTS HAVE BEEN ROTATED TO ARKANSAS STATE PLANE COORDINATES, NORTH ZONE.

LAND PURCHASE

Data and Deed Call Listing of File: SCIACCA.DES

Tract 1: 0.717 Acres: 31237 Sq Feet: 2902.0 Sq Meters: No significant closure error. : Perimeter = 773 feet
Tract 2: 0.305 Acres: 13267 Sq Feet: 1232.5 Sq Meters: No significant closure error. : Perimeter = 488 feet
Tract 3: 0.083 Acres: 3594 Sq Feet: 333.9 Sq Meters: No significant closure error. : Perimeter = 357 feet
Tract 4: 0.222 Acres: 9673 Sq Feet: 898.6 Sq Meters: No significant closure error. : Perimeter = 433 feet
Tract 5: 0.044 Acres: 1907 Sq Feet: 177.1 Sq Meters: No significant closure error. : Perimeter = 285 feet
Tract 6: 0.413 Acres: 17971 Sq Feet: 1669.5 Sq Meters: No significant closure error. : Perimeter = 540 feet
Tract 7: 0.096 Acres: 4203 Sq Feet: 390.5 Sq Meters: No significant closure error. : Perimeter = 517 feet
Tract 8: 0.095 Acres: 4136 Sq Feet: 384.2 Sq Meters: No significant closure error. : Perimeter = 454 feet

001=N02.2548E 290.03
002=S54.5534E 148.42
003=S02.2717W 210.02
004=N87.3243W 124.88
005=@1 whole r/w
006=N02.2548E 155.47
007=N02.2548E 134.56
008=S54.5534E 148.42
009=S02.2717W 77.76
010=N77.0128W 127.09
011=@1 existing r/w
012=N02.2548E 155.47
013=N02.2548E 108.41
014=N02.2548E 26.15
015=S54.5534E 148.42
016=S02.2717W 31.36
017=N53.1542W 151.29
018=@1 new r/w
019=N02.2548E 155.47
020=N02.2548E 108.41
021=S53.1542E 151.29
022=S02.2717W 46.40
023=N77.0128W 127.09
024=@1 15' TCGE
025=N02.2548E 155.47
026=S02.2548W 15.26
027=S77.0128E 127.08
028=N02.2717E 15.26
029=N77.0128W 127.09
030=@1 remainder
031=N02.2548E 155.47
032=S77.0128E 127.09
033=S02.2717W 132.26
034=N87.3243W 124.88
035=@1 drainage esmt
036=N02.2548E 20.0
037=S87.3243E 109.88
038=N02.2717E 115.05
039=S77.0128E 15.26
040=S02.2717W 132.26
041=N87.3243W 124.88
042=@1 drainage TCGE
043=N02.2548E 20.00
044=S87.3243E 109.88
045=N02.2717E 115.05
046=N77.0128W 20.34
047=S02.2717W 98.76
048=N87.3243W 89.89

049=S02.2548W 20.0

DEPARTMENTAL CORRESPONDENCE

June 7, 1999

TO: Fred Hanna, Mayor

THRU: Charles Venable, Director of Public Works *CV*
Jim Beavers, City Engineer *JB*

FROM: Ed Connell, Land Agent *EDC*

RE: Sixth Street Extension to Huntsville Road
Jerry L. Sciacca: Tract # 6
Right of Way & Temporary Easement Acquisition

Please find herewith an *Offer and Acceptance* Contract between the City and Jerry L. Sciacca for the acquisition of road right of way and temporary construction easement in association with the subject project. The City offered \$46,565.00 for the property involved, based upon an independent appraisal. Mr. Sciacca has agreed to the proposed compensation of \$46,565.00. Included are two original contracts which need to be executed on behalf of the City. This contract is, of course, subject to the approval of the City Council.

Included for your information is the appraisal summary sheet for the tract involved with this transaction. As noted, this transaction involves the fee simple acquisition of 0.22 acres of land from a total of 0.64 acre. Included on this land is an old service station which the City is purchasing. Additionally, there is a permanent drainage easement along the entire East and South sides of this property, as well as temporary construction easements for the roadway construction and the drainage construction. Additionally, the appraiser has determined that taking 1/3 of the land actually will damage the remaining property to the extent of almost \$8,000/acre, or essentially \$3,600 for the remaining property. It is recommended that this contract be accepted by the City administration and Council. The Sciacca property, along with the Combs property and the Smith property, constitute approximately 99% of the total area acquisition for this project. Additional temporary easements must be obtained before this project can proceed.

Please sign on behalf of the City at the places indicated and return both documents to Ed Connell.

Appraisal Summary: Jerry Lee Sciacca

ROW Fee Simple Acquisition: 9673 ft ² @ \$1.00/ft ²	\$ 9,700
Permanent Drainage Easement: 4203 ft ² @ \$0.25/ft ²	1,050
Temporary Construction Esmt. ; 6043 ft ² @ 0.10/ft ²	615
Improvements: Structure	28,000
Parking	3,600
Damages: 20% Loss of Value to Remainder	<u>3,600</u>
Total Compensation	\$46,565

415

OFFER AND ACCEPTANCE CONTRACT

Ed Connell has OK'd

1. The City of Fayetteville, Arkansas, a municipal corporation, hereinafter referred to as the Buyer, offers to buy, subject to the terms and conditions set forth herein, the following described property:

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. Seller agrees to enter into a Temporary Construction and Grading Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "B" attached hereto. The Temporary Construction and Grading Easement will terminate upon completion and acceptance by the City of Fayetteville the project that extends Sixth Street from Wood Avenue to Huntsville Road.
3. Seller agrees to enter into a Drainage Easement with the City of Fayetteville, the description of said Easement as shown in Exhibit "C" attached hereto.
4. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property referred to in Item #1 and the easements referred to in Items #2 and #3, at closing, the total and cash payment of \$46,565.00.
5. **Contingent Earnest Money Deposit:** The Buyer will, within two (2) weeks of receipt of this contract, fully executed, tender a check for \$1,000.00 to Jerry L. Sciacca, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
6. Conveyance will be made to the Buyer by general Warranty Deed, Temporary Construction and Grading Easement, and Drainage Easement, except they shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such Warranty Deed conveyance shall include mineral rights owned by the Seller.
7. The Seller shall furnish a policy of title insurance on Item #1 in the amount of \$44,900.00 from a title insurance company as selected by the Buyer. Buyer and Seller shall share equally in the cost of title insurance.
8. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer.

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 6

9. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing. Buyer shall pay to Seller at closing that prorated portion of taxes and assessments due for the tax year of purchase.
10. Seller shall, prior to closing, obtain a release from any mortgagor of the property described in Item #1 above and provide Buyer with information from said mortgagor as to the required distribution of proceeds from the sale hereof.
11. The closing date is designated to be thirty (30) days after approval of this offer by the City Council of Fayetteville, Arkansas. If such date falls on a weekend or holiday, it will be held the following working day. Seller and Buyer shall share equally in the closing fees if an independent closing agent is retained for this purpose.
12. Possession of the property shall be delivered to the Buyer on the date of closing.
13. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
14. All fixtures, improvements and attached equipment associated with the property described in Item #1 are included in the purchase price.
15. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
16. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge. Results from the environmental assessment report by Grubbs, Hoskyn, Barton & Wyatt, Inc., Consulting Engineers, dated February 1999, were that the soils at this property (631 Huntsville Road, Fayetteville, Arkansas) are not contaminated above detectable limits as a result of previous use of the property.
17. This agreement shall be governed by the laws of the State of Arkansas.
18. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
19. This contract expires, if not accepted by the Seller on or before the 18th day of June, 1999.

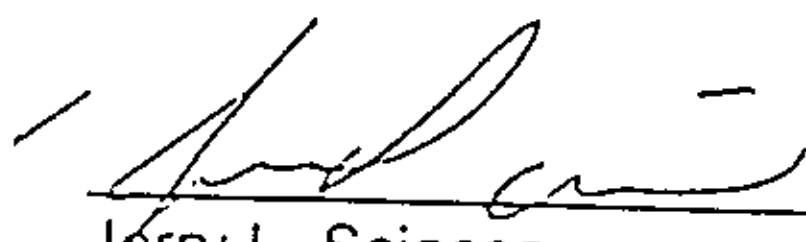
LAND PURCHASE

ACCEPTANCE CONTRACT

Page 3 of 6

20. NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$1,000.00 EARNEST MONEY DEPOSIT.

SELLER:



Jerry L. Sciacca

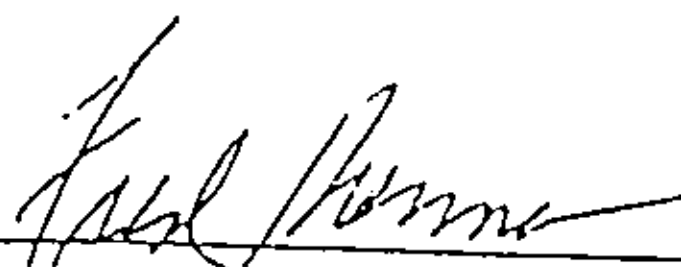
Date: 6-3-99

AGENT OR WITNESS:

Date: _____

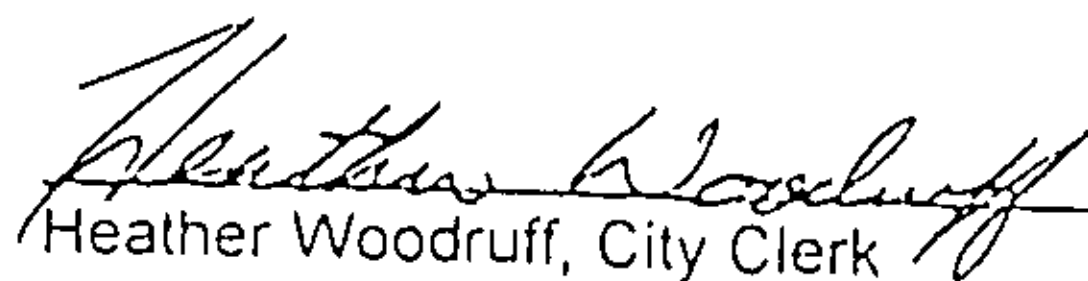
BUYER:

City of Fayetteville, Arkansas,
a municipal corporation



Fred Hanna, Mayor

Date: 6/7/99



Heather Woodruff, City Clerk

Date: 6/7/99

(SEAL)

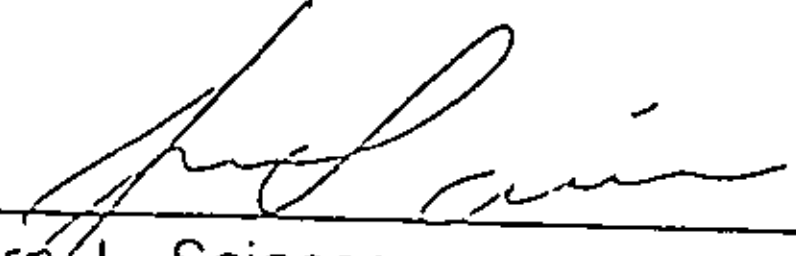
EXHIBIT "A"
PROPERTY DESCRIPTION

A part of Lot Ten (10) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 10; thence with the west line of said Lot 10, North 02° 25' 48" East 155.47 feet, to the Point of Beginning; thence continuing with said west line, North 02° 25' 48" East 134.56 feet; thence South 54° 55' 34" East 148.42 feet to the east line of said Lot 10; thence with said east line South 02° 27' 17" West 77.76 feet; thence North 77° 01' 28" West 127.09 feet, to the Point of Beginning and containing a total of 13,267 square feet (0.305 acre), including 3,594 square feet (0.083 acre) in existing right of way, more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

SIGNED FOR IDENTIFICATION:

SELLER:



Jerry L. Sciacca

LAND PURCHASE

OFFER AND ACCEPTANCE CONTRACT

Page 5 of 6

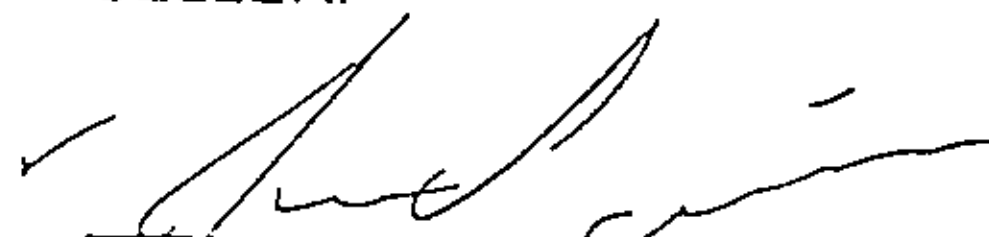
EXHIBIT "B"

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION

A temporary construction and grading easement fifteen (15) feet in equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 10 of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas; thence with the west line of said Lot 10, North 02° 25' 48" East 155.47 feet, to a point on the proposed new south right of way of Sixth Street, said point also being the Point of Beginning; thence with said south right of way line, South 77° 01' 28" East 127.09 feet, to the east line of Lot 10; thence with said east line, South 02° 27' 17" West 15.26 feet; thence North 77° 01' 28" West 127.08 feet; to the west line of Lot 10; thence with said west line, North 02° 25' 48" East 15.26 feet, to the Point of Beginning and containing 1,907 square feet (0.044 acre), more or less,

SIGNED FOR IDENTIFICATION:

SELLER:



 Jerry L. Sciacca

OFFER AND ACCEPTANCE CONTRACT
Page 6 of 6

EXHIBIT "C"
DRAINAGE EASEMENT DESCRIPTION

Permanent Drainage Easement Description:

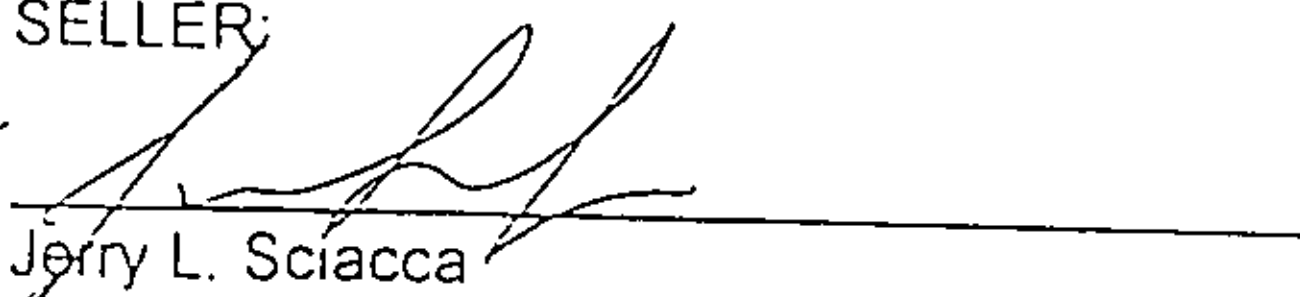
A permanent drainage easement more particularly described as follows: Beginning at the Southwest corner of Lot 10; thence North 02° 25' 48" East 20.0 feet; thence South 87° 32' 43" East 109.88 feet; thence North 02° 27' 17" East 115.05 feet, to a point on the proposed new south right of way line of Sixth Street; thence with said South right of way line, South 77° 01' 28" East 15.26 feet, to the east line of Lot 10; thence with said east line South 02° 27' 17" West 132.26 feet; thence with the South line of said Lot 10, North 87° 32' 43" West 124.88 feet, to the Point of Beginning and containing 4,203 square feet (0.096 acre), more or less.

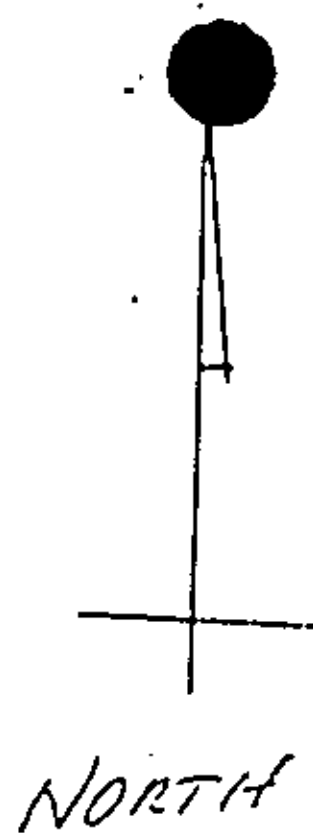
Drainage Temporary Construction & Grading Easement Description:

A temporary construction and grading easement twenty (20) feet in equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 10; thence with the west line of said Lot 10, North 02° 25' 48" East 20.00 feet, to a point on the north line of the above described Permanent Drainage Easement, said point also being the Point of Beginning; thence with said north line South 87° 32' 43" East 109.88 feet; thence North 02° 27' 17" East 115.05 feet, to a point on the proposed new South right of way of Sixth Street; thence with said South right of way line, North 77° 01' 28" West 20.34 feet; thence South 02° 27' 17" West 98.76 feet; thence North 87° 32' 43" West 89.89 feet; thence South 02° 25' 48" West 20.00 feet, to the Point of Beginning and containing 4,136 square feet (0.095 acre), more or less.

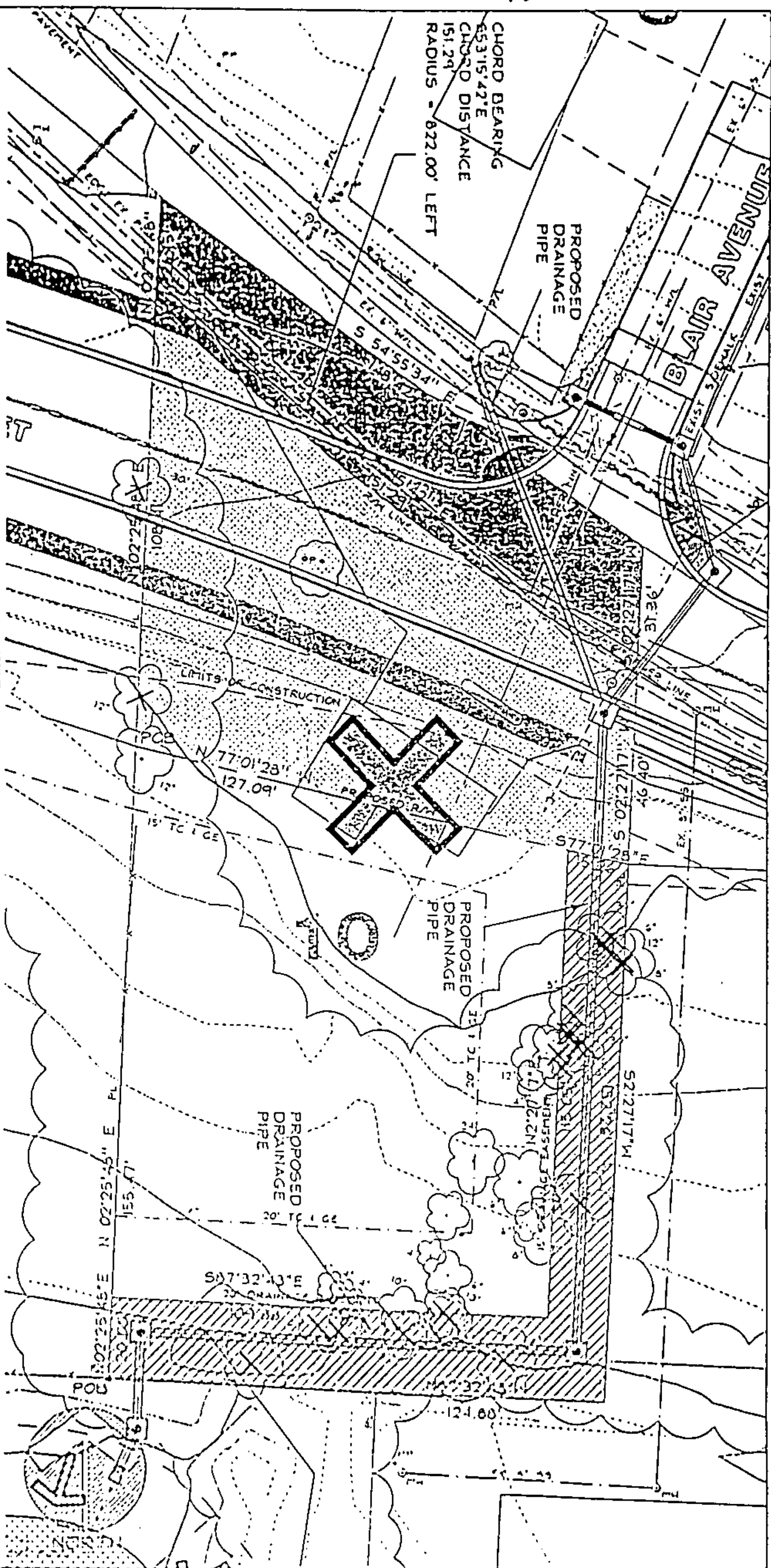
SIGNED FOR IDENTIFICATION:

SELLER:

✓ 
Jerry L. Sciacca



ACQUISITION EXHIBIT



CITY ENGINEERING DEPARTMENT FAYETTEVILLE, ARKANSAS PHONE NO. (501) 573-8306 FAX NO. (501) 573-8316	
AUMICKS LOT 10	PARCEL=765-0242A-C03
OWNER: Sciore, Jerry L.	PARCEL#
DEED: 94-7669	DATE: MARCH 1999
SCALE: 1"=30'	DRAWN: SRC

WARRANTY DEED

BE IT KNOWN BY THESE PRESENTS:

THAT I, Jerry Lee Sciacca, a single person, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantee's successors and assigns, the following described land situated in the County of Washington, State of Arkansas, to-wit:

A part of Lot Ten (10) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 10; thence with the west line of said Lot 10, North 02° 25' 48" East 155.47 feet, to the Point of Beginning; thence continuing with said west line, North 02° 25' 48" East 134.56 feet; thence South 54° 55' 34" East 148.42 feet, to the east line of said Lot 10; thence with said east line South 02° 27' 17" West 77.76 feet; thence North 77° 01' 28" West 127.09 feet, to the Point of Beginning and containing a total of 13,267 square feet (0.305 acre), including 3,594 square feet (0.083 acre) in existing right of way, more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

TO HAVE AND TO HOLD the said lands and appurtenances thereunto belonging unto the said Grantee and Grantee's successors and assigns, forever. And the said Grantors, hereby covenant that they are lawfully seized of said lands and premises; that the same is unencumbered, and that the Grantors will forever warrant and defend the title to the said lands against all legal claims whatever.

WITNESS the execution hereof on this _____ day of _____, 1999.

Jerry Lee Sciacca

ACKNOWLEDGMENT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

)
) ss.
)

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Jerry Lee Sciacca, to me known as the person who executed the foregoing document, and who stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 1999.

Notary Public

MY COMMISSION EXPIRES:

LAND PURCHASE

6044
 South Street Right of Way
 Parcel No. 765-02490-000
 Tract No. 6

DRAINAGE EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Jerry Lee Sciacca and _____, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby GRANT, SELL and CONVEY unto the City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTEE, and unto Grantor's successors and assigns, a permanent easement and a temporary construction and grading easement to excavate, construct, maintain, repair and/or replace an earthen retaining levy, drainage tile area, open ditch, concrete channel and/or concrete inlet box on, over, and through the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot Ten (10) in Aumick's Addition to the City of Fayetteville, Arkansas, as per plat of said addition on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

LESS AND EXCEPT: A part of Lot Ten (10) of Aumick's Addition to the City of Fayetteville, Washington County, Arkansas, being more particularly described as follows: Commencing at the Southwest corner of Lot 10; thence with the west line of said Lot 10, North 02° 25' 48" East 155.47 feet, to the Point of Beginning; thence continuing with said west line, North 02° 25' 48" East 134.56 feet; thence South 54° 55' 34" East 148.42 feet, to the east line of said Lot 10; thence with said east line South 02° 27' 17" West 77.76 feet; thence North 77° 01' 28" West 127.09 feet, to the Point of Beginning and containing a total of 13,267 square feet (0.305 acre), including 3,594 square feet (0.083 acre) in existing Huntsville Road right of way, more or less.

The bearings for this description are based on Arkansas State Plane Coordinates, North Zone, the system which the City of Fayetteville presently uses. This bearing system may vary from the bearings used in previous descriptions of this property.

PERMANENT EASEMENT DESCRIPTION:

A permanent drainage easement more particularly described as follows: Beginning at the Southwest corner of Lot 10; thence North 02° 25' 48" East 20.0 feet; thence South 87° 32' 43" East 109.88 feet; thence North 02° 27' 17" East 115.05 feet, to a point on the proposed new south right of way line of Sixth Street; thence with said South right of way line, South 77° 01' 28" East 15.26 feet, to the east line of Lot 10; thence with said east line South 02° 27' 17" West 132.26 feet; thence with the South line of said Lot 10, North 87° 32' 43" West 124.88 feet, to the Point of Beginning and containing 4,203 square feet (0.096 acre), more or less.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A temporary construction and grading easement twenty (20) feet in equal and uniform width, being more particularly described as follows: Commencing at the Southwest corner of Lot 10; thence with the west line of said Lot 10, North 02° 25' 48" East 20.00 feet, to a point on the north line of the above described Permanent Drainage Easement, said point also being the Point of Beginning; thence with said north line South 87° 32' 43" East 109.88 feet; thence North 02° 27' 17" East 115.05 feet, to a point on the proposed new South right of way of Sixth Street; thence with said South right of way line, North 77° 01' 28" West 20.34 feet; thence South 02° 27' 17" West 98.76 feet; thence North 87° 32' 43" West 89.89 feet; thence South 02° 25' 48" West 20.00 feet, to the Point of Beginning and containing 4,136 square feet (0.095 acre), more or less.

together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

This temporary construction and grading easement as conditioned above, shall terminate when the hereinabove referenced project has been completed by the contractor and accepted by the City of Fayetteville, Arkansas.

It is expressly understood that this temporary construction and grading easement shall exclude any permanent structure presently located within the above described temporary construction and grading easement area.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to pay any damages which may arise to growing crops or fences from the above described construction, maintenance and operation as determined by three disinterested persons. One of whom shall be appointed by the said Grantor; one by the said Grantee; and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive.

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

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

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

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

WITNESS the execution hereof on this the _____ day of _____, 19____.

Jerry Lee Sciacca

(Spouse)

ACKNOWLEDGMENT

STATE OF ARKANSAS)

COUNTY OF WASHINGTON)

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared Jerry Lee Sciacca and _____, to me well known as the person(s) who executed the foregoing document, and who stated and acknowledged that he/they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of _____, 19____.

MY COMMISSION EXPIRES:

Notary Public

APPRAISAL REPORT
FOR
CITY OF FAYETTEVILLE

Limited Summary Appraisal Report

PROJECT COUNTY Sixth Street Extension (Project No. 96044)
Washington

PARCEL # 765-02499-000

LOCATION Lot #10 Amicks Addition
FEE OWNER Jerry Lee Sciacea
ADDRESS 631 E. Huntsville Rd., Fayetteville, AR 72701

ESTATE APPRAISED Fee Simple

AREA OF WHOLE .635 acres AREA OF RESIDUAL .413 acres

AREA OF PERMANENT ACQUISITION 9,673 SF or .22 Ac.
(Descriptions attached)

Drainage Easement 4203 1046
3,151 Sq. Ft. or .072 acre

Temporary Construction Easement 6043 139
5,789 Sq. Ft. or .133 acre

ESTIMATED FAIR MARKET VALUE OF THE PROPERTY:

	Before	
Land	\$ 27,644	
Improvements	\$ 31,600	
Total		\$ 59,244
	After	
Land	\$ 14,990	
Improvements	\$ 0	
Total		\$ 14,990

FAIR MARKET VALUE OF PERMANENT R-O-W ACQUISITION \$ 44,254 Say \$ 44,300

As of 27th day of August, 1998

ALLOCATION OF F.M.V. OF TOTAL ACQUISITION

R-O-W	9,673 SF @ \$1.00/SF	= \$ 9,673	Say	\$ 9,700
Drainage Esmt.	3,151 SF @ \$.25/SF	= \$ 788	1050 Say	\$ 800 1050
T.C.E.*	5,789 SF @ \$1.00/SF x .10 x 1	= \$ 579	604 Say	\$ 600 615
Trees	None	\$ 0		
Improvements: Structure	800 SF @ \$35/SF	= \$ 28,000		\$ 28,000
Parking	2,860 SF @ \$1.25/SF	= \$ 3,575	Say	\$ 3,600
Total R-O-W, T.C.E., Trees, & Improvements				\$ 42,700
Damages or Benefits:	14,820 x .20	= \$ 2,964	Say	\$ 3,000 3,000
Total Compensation	17,771 ft ²			\$ 45,700 46,500

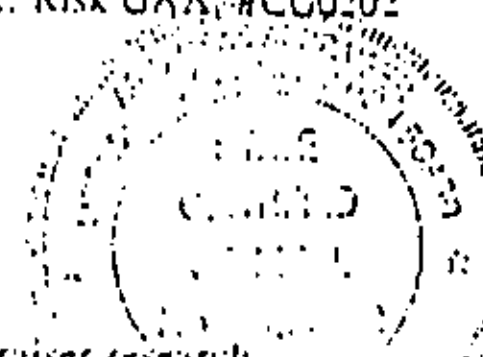
Expanded DRAINAGE
EASEMENT AND
T.C.E. AFTER
APPRAISAL

ATTACHMENTS:

- ☒ Certificate of Appraiser
- ☒ Photographs
- ☒ Site, Improvement, H&B Use Narrative
- ☒ Legal Descriptions
- ☒ Market Data Approach
- ☒ Survey
- ☒ Tax Assessment Card

APPRAISER
USED WORK
AREA

Appraiser, Mark E. Risk GAA #CG0202



- * Drainage Easement Value based upon 25% of the fee simple land value per appraiser research.
- Temporary Construction Easement (T.C.E.) value is based upon the fee simple land value multiplied times the Current Yield on 1 Year CDs for a 1 year period plus a premium for inconvenience.

THE CITY OF FAYETTEVILLE, ARKANSAS

May 27, 1999

Jerry L. Sciacca
631 Huntsville Road
Fayetteville, AR 72701

RE: Sixth Street Extension
Job No. 96044
Tract No. 6
Parcel No. 765-02499-000
Offer Letter

Dear Mr. Sciacca:

The City of Fayetteville is planning the extension of Sixth Street from Huntsville Road to Wood Avenue. It is therefore necessary to obtain right of way for this street and a temporary construction easement across a portion of your property for this project. Along with the acquisition of right of way will be the acquisition of the building and the paved parking area. Also necessary for this project is a Permanent Drainage Easement and a temporary construction easement along the east side and part of the south side. The temporary construction easements will terminate upon completion and acceptance of the project by the City.

Included is a general map of the subject area, as well as a drawing of your specific property depicting the anticipated areas required for right of way, permanent and temporary easements. The existing right of way along Huntsville Road is considered public property by prescription. The City of Fayetteville hereby offers \$28,000.00 for the building, \$3,600.00 for the paved parking area, \$9,700.00 for the acquisition of additional right of way (9,673 square feet), \$200.00 for rental of the land associated with the roadway Temporary Construction and Grading Easement (1,907 square feet), \$1,050.00 for the conveyance of rights associated with the Permanent Drainage Easement (4,203 square feet), \$415.00 as rental of the lands associated with the drainage Temporary Construction Easement (4,136 square feet), and \$3,600.00 as damages to the remaining property; making the total offer amount \$46,565.00. These amounts are based on an independent appraisal by Mark Risk, The Real Estate Consultants (a copy of the summary sheet is attached).

Should you elect to accept this offer, the *Offer and Acceptance Contract* (two originals enclosed) contained herein should be executed by all parties with current ownership interest in the particular property. The *Offer and Acceptance Contract* is subject to City Council approval. Also enclosed are draft copies of the proposed *Warranty Deed*, *Drainage Easement*, and the *Temporary Construction and Grading Easement*.

LAND PURCHASE

Mr. Sciacca

Offer Letter, Page 2 of 2

If you make a final rejection of this offer, you do have certain legal rights which are outlined hereafter. Upon your final rejection of this offer, and if the City of Fayetteville elects to do so, a suit of condemnation may be filed. The amount of just compensation for the purchase and use of your property will be determined by an independent appraisal and deposited with the Registry of the Circuit Court of Washington County. You may, at that time, elect to accept the amount deposited as just compensation and the amount will be paid to you thereby disposing of the condemnation suit.

If you do not elect to accept the amount deposited as just compensation, then you may withdraw the amount placed on deposit without prejudice to your rights to claim additional compensation. In this event, you will be entitled to a trial by jury in the Circuit Court to determine just compensation for your lands condemned. In either event, payment of the estimated just compensation will be made available to you.

We, however, ask that you accept the offer made herein by executing the attached *Offer and Acceptance Contract*. Please return one copy of the fully executed *Offer and Acceptance Contract*. (The other one is for your files.) The *Offer and Acceptance Contract* must be approved by the City Council and the document is subject to that approval.

Please provide us with a Tax Identification Number (Corporation) or Social Security Number so that an earnest money check can be written upon execution of the proposed *Offer and Acceptance Contract*. A Vendor Form is provided for this purpose.

A City Land Agent will be glad to meet with you at your convenience and discuss all phases of this project and the associated easements. Please contact Ed Connell at (501) 444-3415, Jill Goddard at 444-3407, or I can be reached at 575-8206.

Sincerely yours,


Jim Beavers
City Engineer

JB/jsg

Attachments

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

FOR: COUNCIL MEETING OF July 6, 1999

MAYOR'S APPROVAL _____

FROM:

Charles Venable

Name

Division

Public Works

Department

ACTION REQUIRED: A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city entry sign on Highway 45. Further, approving the conveyance of a portion of right of way (old 24th street curve) to Mr. Sweetser as consideration for the above acquisition.

COST TO CITY:

\$0

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number

Funds Used to Date

Program Name

Project Number

Remaining Balance

Fund

BUDGET REVIEW:

 Budgeted Item

 Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION:

Approve the conveyance and acquisition of property.

Division Head

Charles Venable

Department Director

Date

6-17-99

Date

CROSS REFERENCE

New Item:

Yes

No

Previous Ordinance/Resolution No.: _____

Original Contract Date: _____

Administrative Services Director

Date

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Charles Venable, Public Works Director

RE: Exchange of property

An easement is needed from Mr. Jerry Sweetser for the placement of a city entry sign on Highway 45. As consideration for the acquisition, it is proposed that a portion of the old curve on 24th street be transferred to Mr. Sweetser, the adjoining property owner. The 24th street project is complete and the property is no longer needed for a public purpose.

Attachments:

- A. Old 24th street curve with area to be transferred to Mr. Sweetser shaded.
- B. Easement to be conveyed for placement of a city entry sign.

JOHN D
NONA

ASHEW Prop.

JERRY & SHARON SWEETSER
93-13520 MAR 17, 1993

TRACT 9
A = 135,000'
B = 100,000'
C = 100,000'
D = 100,000'

24TH STREET

ROW VACATION AREA

17,864 SQ. FT.
0.41 ACRES
JERRY & SHARON
SWEETSER

NEW 24TH STREET

45,117

PROPOSED 15'
UTILITY EASEMENT
& ICE

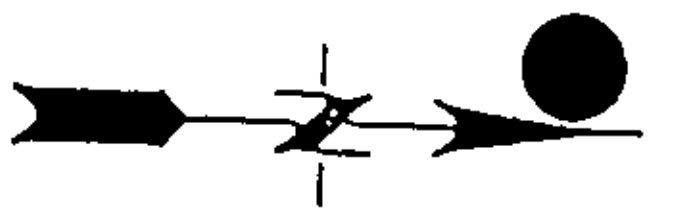
SE 1/4 - NE 1/4 - 28-16-30

TRACT 10

JERRY & SHARON SWEETSER
93-13520 MAR 17, 1993

TRACT 9

6



Q. AR. HWY 45
80' R.O.W.

S 61°59'45" W

220.82'

P.O.B.

S 67°59'45" W
30.00'

S 02°57'37" W
40.00'

N 02°57'37" E
40.00'
N 67°59'45" E
30.00'

PROPERTY DESCRIPTION

Part of the Northeast 1/4 of the Southwest 1/4 of Section 1, Township 18 North, Range 30 West, Washington County, Arkansas, being more particularly described as follows:

Commencing at the Southeast corner of said Northeast 1/4 of the Southwest 1/4; thence North 02°57'37" East 719.40 feet to the Southerly right-of-way line of U.S. Highway No. 45; thence along said right-of-way line South 87°59'45" West 220.82 feet to the POINT OF BEGINNING; thence continuing along said right-of-way line South 87°59'45" West 30.00 feet; thence South 02°57'37" West 40.00 feet; thence North 67°59'45" East 30.00 feet; thence North 02°57'37" East 40.00 feet to the POINT OF BEGINNING, containing 1090.7 square feet, more or less.

NO.	DATE	DESCRIPTION	AMOUNT	REMARKS
1	10/1/01	FAVETTEVILLE MULTI-USE TRANS		
2	10/1/01	FAVETTEVILLE ADQUISAS		
3	10/1/01			
4	10/1/01			
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79	10/1/01			
80	10/1/01			
81	10/1/01			
82	10/1/01			
83	10/1/01			
84	10/1/01			
85	10/1/01			
86	10/1/01			
87	10/1/01			
88	10/1/01			
89	10/1/01			
90	10/1/01			
91	10/1/01			
92	10/1/01			
93	10/1/01			
94	10/1/01			
95	10/1/01			
96	10/1/01			
97	10/1/01			
98	10/1/01			
99	10/1/01			
100	10/1/01			

EXHIBIT 45

JUN 18 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

COPY

XXX AGENDA REQUEST
XXX CONTRACT REVIEW
____ GRANT REVIEW

For the City Council meeting of July 6, 1999

FROM:

David Jurgens

Name

Water/Sewer

Division

Public Works

Department

ACTION REQUIRED: Approve an Engineering Agreement with The RJN Group, Inc., in the amount of \$498,879, and approve a 10% contingency of \$49,888, for engineering design and construction inspection for Sanitary Sewer Rehabilitation, Illinois River Basins 6-9 and 16, and White River Minisystem 9.

COST TO CITY:

\$ 548,767

Cost of this request

\$1,344,489

Category/Project Budget

Sewer Rehabilitation

Category/Project Name

4470-9470-5815.00

Account Number

\$ 0

Funds used to date

Sewer Mains Construction

Program Name

96012-8410

Project Number

\$1,344,489

Remaining Balance

Water and Sewer

Fund

BUDGET REVIEW: ☒ Budgeted Item _____ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

ADA Coordinator

Date

City Attorney

Date

Internal Auditor

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Award contract and approve contingency as stated above.

Division Head

Date

Cross Reference:

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res #: N/A

Mayor

Date

Orig Contract Date: N/A

STAFF REVIEW FORM

Page 2

Description: Engineering Contract RJN Group, Inc. Sewer Rehabilitation

Meeting Date: July 6, 1999

Comments:

Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville Mayor and City Council

Thru: Charlie Venable, Public Works Director

Thru: Don Bunn, Assistant Public Works Director

From: David Jurgens, Water/Sewer

Date: June 13, 1999

Re: Agenda Request- July 6 City Council Meeting, Engineering Services Contract, Illinois River Basins 6-9 and 16, and White River Minisystem 9 Sewer Rehabilitation, RJN Group, Inc.

1. **Background.** The sewer system which flows to the Old Wire Road lift station (at the intersection of Old Wire and Highway 265) requires significant rehabilitation in order to reduce inflow and infiltration in the system and thus significantly reduce or eliminate the overflow at the Old Wire Road lift station. Additionally, we have recently seen the excellent benefits rehabilitation has provided by significantly reducing extraneous flows to the wastewater treatment plant. This project is designed to reduce the extraneous I/I and upgrade the system's capacity so that it can carry the required volume of water. The areas in which rehabilitation construction will be conducted are the areas generally located between Highway 265, Highway 45, and Old Wire Road (Illinois River basins 6-9), the hill south of Root School (Illinois River basin 16) and the Hyland Park area (White River minisystem 9), all shown on the attached map. We experience recurring rainfall-induced overflows at five manholes in these areas.

2. **Project Description.** This is the second of three phases of the sewer rehabilitation work in these areas. Phase 1, physical study, is complete. Phase 3, construction, will be contracted at a later date. This engineering contract covers phase 2 (engineering design) and project inspection from phase 3.

A. Phase 1. Preliminary Engineering (Sanitary Sewer Evaluation) Study. This involved a thorough investigation of the sewer system to identify all sources of inflow and infiltration through which rain and ground water enters the sewer system. It also identified major structural and capacity defects, and took recurring maintenance problems into account. City personnel participated in and provided input to this phase. The product was a recommended construction plan with cost-effective repair analysis.

B. Phase 2. Final Engineering Design. This phase includes the design of the rehabilitation and the bidding process. It includes design for replacement and/or repair of 15,127' of 6" through 12" sewer mains, 10 point repairs, repairing approximately 2,500 manhole defects on more than 500 manholes, and other, similar repairs. This engineering contract also covers construction inspection for phase 3.

C. Phase 3. Construction. This phase involves the actual manhole and sewer line construction and rehabilitation, and inspecting and supervising the contractors who perform the work. This phase will probably include two to four construction projects- one for manhole work, one for traditional (dig and replace) main line repairs and replacement, and one to three for specialized, trenchless main line repairs. Construction should be begun in late 1999, and will last from 18 to 24 months.

3. Selection Process. The Engineer Selection Committee selected firms for this project on April 6, 1998. RJN Group, Inc., was selected for this project.

4. Clarification of Scope and Negotiations. Meetings and consultation between City staff and Hugh Kelso, RJN, resulted in the final proposed contract (enclosure 2).

5. Execution. As planned, phases 1 and 3 of this project are cooperative efforts between City forces and RJN personnel. To reduce costs and expedite the project, City Water/Sewer Division crews participated in several of the field tasks in the study, and will perform some of the construction.

6. Budgeting. The sewer rehabilitation project is in the 1999 Capital Improvements Plan (pages 125 and 182) and is funded by Water and Sewer and Sales Tax funds. Budget details are identified on the attached agenda request.

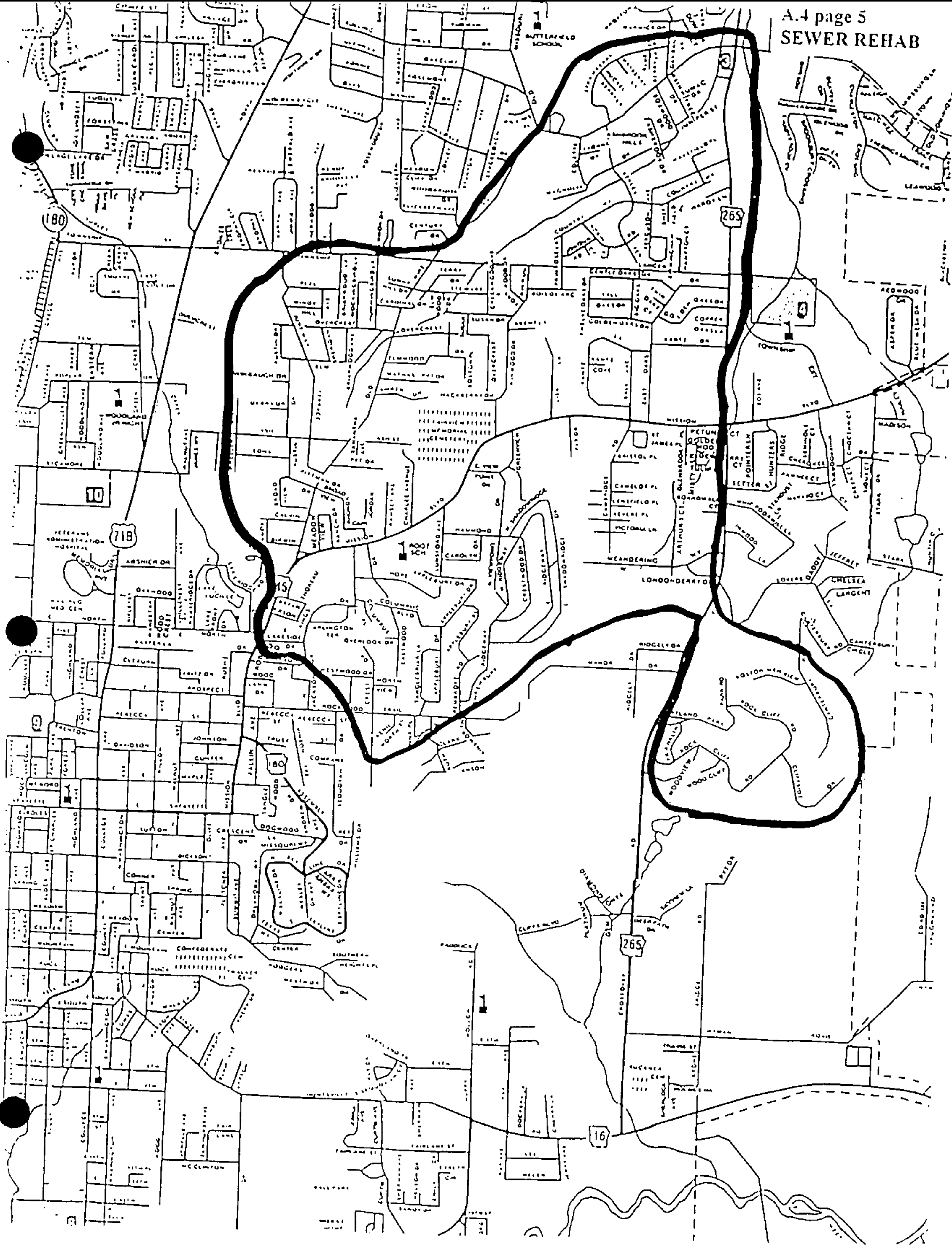
7. Staff Recommendation. The Staff recommends award of the Engineering Contract to RJN Group, Inc., in the amount of \$498,879, and approve a 10% contingency of \$49,888 for a total cost of \$548,767.

Attachments:

Agenda Request

Project Area Map

Proposed Contract (3 Originals)



CITY OF FAYETTEVILLE

Purchase Requisition

(Not a purchase order)

Vendor #:

88530

Vendor Name:

RSN Group Inc

Address:

12160 Abrams Road Suite 206

City:

Dallas

State:

TX

Zip:

75243

Requester:

Paul Hadden

FOB Point:

Ship To Code:

*Requester's Employee#:

206

Account Number:

4470-9470-5815.00

Extension:

387

Requisition No.:

99-102

Date:

6/15/99

P.O. Number:

Expected Delivery Date:

Description:

Sewer Rehabilitation Illinois 6-9-16

and entire Mississippi 9

Quantity

Unit of issue

Unit Cost

Extended Cost

Project/Sub Project Number

Inventory #

Fiscal Asset #

SHIPPING/HANDLING

Instructions:

Subtotal: 498,879.00

Tax:

TOTAL:

(for purchasing office use only)

Approvals:

Mayor:

Department Director:

Admin. Services Director:

Budget Coordinator:

Purchasing Manager:

Data Processing Mgr.:

SEWER REHAB

AGREEMENT

CITY OF FAYETTEVILLE, ARKANSAS

AND

RJN GROUP, INC.

THIS AGREEMENT made this _____ day of _____, 1999 by and between the City of Fayetteville, hereinafter called OWNER and RJN GROUP, INC., Dallas, Texas hereinafter called ENGINEER.

WHEREAS, the ENGINEER has conducted a Sewer System Evaluation Survey for the White River and Illinois River Watersheds in Basins I6, I7, I8, I9, I16, and Mini System W9.

NOW, therefore, the OWNER hereby engages the ENGINEER to provide the following professional services as set forth in this agreement. Services will be performed by the ENGINEER with McClelland Consulting Engineers, Inc. of Fayetteville, Arkansas as a subconsultant.

Section I - Basic Services of ENGINEER

The ENGINEER agrees to furnish and perform various professional engineering services related to improvements to the Sewer System in the White River and Illinois River Watersheds.

Services include engineering design and resident engineering for sewer improvements to City sewers located in the White River and Illinois River Watersheds. The areas include Mini System W9 in the White River Watershed and Basins I6, I7, I8, I9, and I16 in the Illinois River Watershed. Extent of improvements are described in Exhibit A of this Agreement.

The services for this Agreement are further described in Exhibit A attached and hereto made part of this Agreement.

AGREEMENT (Cont.)

Section II - Future Services for ENGINEER

The ENGINEER is available to furnish and perform, under a separately negotiated agreement, future engineering services as desired and authorized by OWNER for additional planning work, design, construction, and testing with respect to extensions of this Project or others.

Section III - OWNER's Responsibility

Mr. Dave Jurgens, P.E., or other designee of the City of Fayetteville shall be the OWNER's Representative, and is authorized to act with authority on behalf of the OWNER with respect to all work tasks of the Project for which services are to be rendered by the ENGINEER.

As responsible agent and beneficiary of the Project, the OWNER's responsibilities shall include the following:

1. Assist ENGINEER by placing at his disposal all available information pertinent to the Project including maps, records, and any other data relative to the ENGINEER's services.
2. Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, except to the extent provided by the ENGINEER's Basic Services, data prepared by or services of others, including without limitations any previous plans for the sewer system, maps, and other special data or consultations not covered in ENGINEER's Basic Services; all of which ENGINEER may rely upon in performing his services.
3. Arrange for access to and make all provisions for ENGINEER to enter upon public property, public easements, private property as possible, as required for ENGINEER to perform his services.
4. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of any attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

AGREEMENT (Cont.)

5. Provide such accounting, independent cost estimating, and insurance counseling services as may be necessary for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
6. Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
7. Bear all costs of advertising the construction bid request.
8. Perform all negotiations related to obtaining easements, permits, and licensing agreements for the project.
9. Provide copies of all available as-built records for sewer lines in project area.
10. Bear all costs incident to compliance with the requirements of this Section III.

Section IV - Schedule of Service

The schedule of services is described in Exhibit B attached hereto.

The work described shall be carried out as expeditiously as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER, and not caused by his own fault or negligence including acts of God, or the public enemy, inclement weather conditions, acts, regulations, or decisions of the Government or regulatory authorities after the effective date of this Agreement, fires, floods, epidemics, strikes, jurisdictional disputes, lockouts, and freight embargoes.

AGREEMENT (Cont.)

Section V - Fees and Payments

Compensation to the ENGINEER by the OWNER for work set forth in this Agreement will not exceed \$498,879.00 without prior written approval of the OWNER. Compensation to the ENGINEER shall be as detailed in Exhibit C.

Payments to the ENGINEER shall be made monthly upon receipt of the combined status report and invoice to be submitted to the OWNER by the ENGINEER. Invoices shall be due and payable to the ENGINEER within thirty (30) days of each billing.

Section VI - General Considerations

Standards of Performance

The ENGINEER shall perform all services under this Agreement in accordance with the standards of the engineering profession.

Estimate of Probable Cost

Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of preliminary or probable construction cost or total project cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as an experienced and qualified professional engineer. However, the ENGINEER cannot and does not guarantee that actual project cost will not vary from opinions of cost by him.

AGREEMENT (Cont.)

Reuse of Documents

All data and documents including drawings, forms, computer programs, and specifications furnished by the ENGINEER pursuant to this Agreement are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by the OWNER or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by the ENGINEER will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER. Verification or adaptation by the ENGINEER may entitle ENGINEER to further compensation at a rate agreed upon by the OWNER and the ENGINEER.

Termination of Services

This Agreement may be terminated by either party in the event of substantial failure. Termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) or intent to terminate and an opportunity for consultation with the terminating party.

Upon receipt of a termination action, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, other information and materials accumulated by the ENGINEER in performing this Agreement, whether completed or in process. The OWNER shall compensate the ENGINEER for any termination settlement costs the ENGINEER incurs related to commitments which had become firm prior to the termination.

Controlling Law and Disputes

If any of the provisions of this Agreement are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. This Agreement shall be governed by the laws of the State of Arkansas.

AGREEMENT (Cont.)

Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

Neither the OWNER nor the ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release this Agreement. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

Insurance

ENGINEER shall procure and maintain insurance for protection from claims under Workers' Compensation Acts, claims for damages because of bodily injury including personal injury, sickness, or disease or death of any and all employees or of any person other than such employees, and from claims or damage because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent error, omission or act for which the insured is legally liable; and certification indicating that such insurance is in effect will be submitted to the OWNER within three (3) days of agreement execution by both parties. The amount of coverage for general liability insurance and professional liability insurance shall be in the amount of \$1,000,000 each. Certificates shall provide for not less than 30 days prior notice to the ENGINEER of any cancellations or in the amount of coverage in the policies for the ENGINEER.

AGREEMENT (Cont.)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed and their seals to be hereto affixed, this ____ day of ____, 1999.

For the OWNER:

CITY OF FAYETTEVILLE

Name

Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Hugh M. Nelson
Name

Regional Vice President

Title

Attachments:

Exhibit A - Scope of Services

Exhibit B - Work Schedule

Exhibit C - Compensation Schedule

EXHIBIT A
SCOPE OF SERVICES

CITY OF FAYETTEVILLE
ILLINOIS RIVER AND WHITE RIVER WATERSHEDS
SEWER IMPROVEMENTS

Engineering Design, Bidding Assistance and Resident Engineering

Item I. Final Engineering Design/Bidding Assistance

A. Final Engineering Design

1. Project Administration and Management

- a. Perform Project Initiation Activities.
- b. Perform general administration and project management including meetings with City staff as necessary.
- c. Procure subcontractors for such work as legal surveying.

2. Manhole Rehabilitation Design

- a. Review selective computer output reports from the Manhole Inspection Program to determine I/I sources to be rehabilitated.
- b. Evaluate site specific manhole repair alternatives including cover type, grade adjustments, sealing techniques, manhole interior repairs, and/or manhole replacement.
- c. Using ENGINEER's basic specifications, prepare project specifications which shall include but not be limited to:
(1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, (5) technical specifications, (6) Schedule of Manhole Rehabilitation, (7) Location Map and (8) General Details.
- d. Prepare ENGINEER's Opinion of Probable Construction Cost.

EXHIBIT A (Cont.)

- e. Submit two (2) copies of the draft contract documents to the City for review.
- f. Perform final changes to contract documents based on City review.
- g. Submit two (2) copies of the final contract documents to the City.

3. Sewer Line Rehabilitation

The extent of sewer rehabilitation design is summarized in Table II and Table III attached at the end of Exhibit A.

- a. Review selective computer output reports for infiltration and inflow sources to be rehabilitated, sewer line maintenance items, and sewer line replacement.
- b. Perform sewer profile leveling and site inspections for sewer replacement.
- c. Investigate public utility locations.
- d. Evaluate pipe repair alternative including pipe replacement and lining options if necessary because of site conditions.
- e. Provide the City with the technical information for location of the easements, if any, required for construction of the project. Information to include width and general location of the easements, and distances from the property lines. Property line information shall be obtained from existing maps provided by the City to the ENGINEER.
- f. Prepare contract design drawings for I/I rehabilitation, sewer replacement and/or sewer lining. Drawings shall indicate permanent and temporary easements for construction based on information supplied by City. Drawings shall include but not be limited to: (1) Title Sheet/Drawing Index, (2) Location Maps, (3) Schedule of Manhole Rehabilitation, (4) Plan and Profile of Replacement, (5) Plan of Repair Line Segments, (6) Special Details, and (7) General Details.

EXHIBIT A (Cont.)

- g. Using Engineer's basic specifications, prepare project specifications which shall include but not be limited to: (1) bidding documents, (2) contractual documents, (3) conditions of the contract, (4) standard project forms, and (5) technical specifications.
- h. Prepare Engineer's Opinion of Probable Construction Cost by major items.
- i. Submit two (2) copies of the draft plans and specifications to the City for review.
- j. Perform final changes to contract documents.
- k. Submit five (5) copies of the final project drawings and contract specifications to the City for review.
- l. Assist the City in obtaining permit approvals from regulatory authorities.

B. Additional Services

- 1. Update City's existing computerized database to reflect changes during design and construction of project.
- 2. Conduct horizontal and vertical control survey necessary for design of the project.
- 3. Obtain typical soil boring data for replacement sewer locations, as required. Two (2) locations are estimated.
- 4. After approval by the City, the ENGINEER will prepare, type, and issue legal description of easements. The City will secure easements as necessary. A maximum of ten (10) easements are included.
- 5. Assistance in obtaining permit from Highway, and any other state permits, if necessary, for sewer construction.

EXHIBIT A (Cont.)

C. Optional Design Services

Optional design services include the development of plan and profile sheets for an additional 1,000 linear feet of sewer that may be identified during the course of the project. These services would not be initiated without the approval of the City.

D. Bidding Assistance

For the purpose of the cost proposal, it is anticipated that two (2) construction contracts will be bid. The first contract bid shall include manhole rehabilitation while the second contract bid shall include sewer line construction and repairs. The following bidding assistance services are included for all three contracts.

1. Assist the City in advertising, obtaining, and evaluating Bid Proposals for the construction contract and awarding thereof. Provide assistance to the City in responding to bidder inquiries during advertisement of the construction contract, and participate in project pre-bid conference. Provide and distribute bidding documents and addendum. Non-refunded bid deposits shall remain the property of the ENGINEER for administrative, printing, and handling cost.
2. Assist the City in reviewing the bids for completeness and accuracy. Develop bid tabulations and submit a written recommendation of contract award to the City along with three (3) copies of the bid tabulations.
3. Consult with and advise the City on the responsibility and responsiveness of contractors, the acceptability of subcontractors, substitute materials, and equipment proposed by the project bidders.

Item II. Resident Engineering

For the purpose of the cost estimate, it is anticipated that the ENGINEER will provide resident engineering services for two construction projects.

EXHIBIT A (Cont.)

A. Resident Engineering

1. Provide the successful bidder(s) with three (3) sets of the contract specifications for execution and the insertion of the required insurance certificates. Provide the successful bidder(s) with five (5) sets of the contract documents for construction purposes.
2. Assist the City in conducting a pre-construction conference with the Contractors by notifying utilities, governmental agencies, and other interested parties, and answer questions at the conference.
3. Review shop drawings, scheduling, test results, and other submittals which the Contractor is required to submit.
4. Consult with City and act as the City's engineering representative in dealings with the Contractor. Issue instructions of City to Contractor and issue necessary interpretations and clarification of the contract specifications.
5. Provide engineering survey(s) for construction to establish horizontal and vertical reference points which are necessary for the Contractor to construct the work. Coordinate the taking of preconstruction photos and surface video taping with the Contractor as necessary.
6. Provide resident observation for rehabilitation and sewer replacement construction for general conformance to the contract drawings and contract specifications. Also provide resident observation of acceptance testing and restoration work by the Contractor.
7. Review and respond to complaints received by City and report any differences of opinion between the Contractor, ENGINEER and complaining party.
8. Review applications for partial payment with the Contractor for compliance with contract specifications and submit to the City a recommendation for payment.
9. Issue field orders to Contractor after consultation with the City. Review any change orders proposed by the Contractor and provide recommendations to the City.

EXHIBIT A (Cont.)

10. Conduct an on-site review to determine if the projects are substantially complete and submit to the Contractor a list of observed items requiring completion or correction.
11. Conduct a final on-site review, in the company of the City and Contractor, to verify the projects are fully complete. Submit a recommendation for final acceptance of the projects to the City.
12. Provide the City with three (3) sets of black line prints of the record drawings.
13. Provide the City with a report that summarizes I/I sources that have been removed and listing of line segments and their attributes that have been added.
14. ENGINEER is not responsible for the means or sequences of the construction work or the implementation program for safety of the construction contractor and subcontractors and it will be stipulated as such in the contract documents.

Table I

SUMMARY OF REPAIRS
FAYETTEVILLE, AR

Description	Quantity	Estimated Construction Cost (\$)
Basin I6-I9 Manhole Rehabilitation	1,449 defects	482,125
Basin I16 and W9 Manhole Rehabilitation	955 defects	375,915
Sewer Rehabilitation/Replacement	15,127 LF	1,783,245
Sewer Point Repairs	10 each	44,000
Additional Repairs	3 each	<u>13,000</u>
Total		2,698,285

Table II

SEWER REPLACEMENT

Line Segment		Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
(I06)135	-(I06)069	195	6	8	22,425
(I09)047	-(I09)023	400	6	8	46,000
(I09)023	-(I09)022	103	6	8	11,845
(I09)022	-(I09)018	37	6	8	4,255
(I09)106	-(I09)092	160	6	8	18,400
(I09)133	-(I09)130	370	6	8	42,550
(I16)181	-(I16) 180	166	12	15	22,410
(I16)182	-(I16)181	393	12	15	53,055
(I16)183	-(I16)182	400	12	15	54,000
(I16)184	-(I16)183	370	12	15	49,950
(I16)185	-(I16)184	296	12	15	39,960
(I16)186	-(I16)185	279	12	15	37,665
(I16)187	-(I16)186	278	12	15	37,530
(I16)252	-(I16)251	290	8	8	33,350
(I16)253	-(I16)252	267	6	8	30,705
(I16)254	-(I16)253	226	6	8	25,990
(I16)210	-(I16)209	152	8	8	17,480
(I16)211	-(I16)210	31	8	8	3,565
(I16)275	-(I16)274	199	6	8	22,885
(I16)280A	-(I16)275	148	6	8	17,020
(I16)280	-(I16)280A	222	6	8	25,530
(I16)283	-(I16)280	218	6	8	25,070
(I16)284	-(I16)283	234	6	8	26,910
(I16)275A	-(I16)275	210	6	8	24,150
(I16)276A	-(I16)275	250	6	8	28,750
(I16)276	-(I16)276A	148	6	8	17,020
(I16)277	-(I16)276	163	6	8	18,745
(I16)243	-(I16)242	240	8	8	27,600
(I16)244	-(I16)243	272	8	8	31,280

Table II (Cont.)

SEWER REPLACEMENT

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
(I16)245 - (I16)244	213	8	8	24,495
(I16)246 - (I16)245	131	8	8	15,065
(I16)247 - (I16)246	151	8	8	17,365
(I16)248 - (I16)247	213	8	8	24,495
(I16)248A - (I16)248	273	8	8	31,395
(I16)249 - (I16)248A	350	8	8	40,250
(I16)330 - (I16)329	55	6	8	6,325
(I16)331 - (I16)330	145	6	8	16,675
(I16)340 - (I16)339	268	6	8	30,820
(I16)344 - (I16)345	387	6	8	44,505
(I16)343 - (I16)344	216	6	8	24,840
(I16)342 - (I16)343	99	6	8	11,385
(I16)313 - (I16)311	60	6	8	6,900
(I16)314 - (I16)313	106	6	8	12,190
(I16)349 - (I16)348	182	6	8	20,930
(I16)364 - (I16)363	271	6	8	31,165
(I16)370 - (I16)369	319	6	8	36,685
(I16)371 - (I16)370	155	6	8	17,825
(I16)391 - (I16)390	125	8	8	14,375
(I16)397 - (I16)396	313	8	8	35,995
(W09A)206 - (W09A)204	118	6	8	13,570
(W09A)077A - (W09A)077	151	6	8	17,365
(W09A)077B - (W09A)077A	75	6	8	8,625
(W09A)077C - (W09A)077B	142	6	8	16,330
(W09A)077D - (W09A)077C	128	6	8	14,720
(I11)049 - (I11)048	296	6	8	34,040
(I11)055 - (I11)049	300	6	8	34,500
(I12)240 - (I12)116	155	6	8	17,825
(I12)EOLS - (I12)124	455	6	8	52,325

Table II (Cont.)

SEWER REPLACEMENT

Line Segment	Length (lf)	Existing Diameter (in)	Replacement Diameter (in)	Estimated Construction Cost (\$)
(W06)070B - (W06)070A-1	181	6	8	20,815
(W06)070A-1 - (W06)070A	183	6	8	21,045
(I12)149 - (I12)148	275	6	8	31,625
(I12)148 - (I12)147	109	6	8	12,535
California/Virginia	740	6	8	85,100
Sycamore	<u>70</u>	10	12	<u>8,050</u>
Subtotal	14,127			1,668,245
<u>(Optional Design)</u>				
Unidentified Replacement	<u>1,000</u>	8	8	<u>115,000</u>
Subtotal	<u>1,000</u>			<u>115,000</u>
Total	15,127			<u>1,783,245</u>

Table III

SUMMARY OF RECOMMENDED POINT REPAIRS FAYETTEVILLE, AR

Line Segment	Length (ft)	Diameter (in)	Station	Estimated Construction Cost (\$)
(W09)81A - (W09)081	107	6	1+00 - 1+07	4,000
(W09)533 - (W09)532	256	6	0+08 - 0+35 ^{1/}	5,000
(I06)025 - (I06)024	359	8	2+65 - 2+75 ^{4/}	4,000
(I08)086 - (I06)085	271	6	2+30 - 2+35 ^{2/4/}	4,500
(I16)036 - (I16)034	354	8	1+07 ^{2/}	3,500
(I16)041 - (I16)040	187	8	0+25 - 0+35 ^{2/}	4,000
(I16)212 - (I16)211	138	8	0+95 - 1+30 ^{2/}	5,000
(I16)236 - (I16)232	215	8	0+80 - 0+90 ^{4/}	4,000
(I16)350 - (I16)349	215	6	1+40 - 2+15 ^{4/}	6,000
(I16)352 - (I16)351	<u>145</u>	6	1+25 - 1+45 ^{4/}	<u>4,000</u>
Total	2,247			44,000

Additional Repairs

Creek Crossing behind Home Depot	10,000
Manhole @ Clarion	2,000
Manhole @ Gregg/Futrell	<u>1,000</u>
Total	13,000

- 1/ Complete point repairs and then TV inspection.
- 2/ Replace service line to property line.
- 3/ Distance from downstream manhole.
- 4/ Distance from upstream manhole.
- 5/ Repair service by sealing cap at tee.

EXHIBIT B

AUTHORIZATION PROGRESS AND COMPLETION

The City and ENGINEER agree that the project is planned to be completed according to the schedule below with anticipated Notice to Proceed in July 1999.

<u>Major Tasks</u>	<u>Completion Date</u>
Draft Manhole Rehabilitation Plans/Specifications	September 1999
Final Manhole Rehabilitation Plans/Specifications	October 1999
Draft Sewer Line Replacement/Repair Plans/Specifications	December 1999
Final Sewer Line Replacement/Repair Plans/Specifications	February 2000
Bidding and Award	
Manhole Rehabilitation	December 1999
Sewer Line Replacement/Repair	April 2000
Construction	
Manhole Rehabilitation	Summer 2000
Sewer Line Replacement/Repair	Fall 2000

The ENGINEER shall employ manpower and other resources and use professional skill and diligence to meet the schedule; however, he shall not be responsible for schedule delays resulting from conditions beyond his control. With mutual agreement, the City and the ENGINEER may modify the project schedule during the course of the project and if such modifications affect the ENGINEER's compensation, it shall be modified accordingly, subject to City Council approval.

For Special Services, the authorization by the City shall be in writing and shall include the definition of the services to be provided, the schedule for commencing and completing the services and the basis for compensation therefore, all as agreed upon by the City and ENGINEER in writing.

CITY OF FAYETTEVILLE
ESTIMATED FEE

Project: City of Fayetteville													
WORK TASK DESCRIPTION		HOURLY RATE WORK										Total Cost Estimate (\$)	
		Estimated Manhours											
		PO hr	PM hr	PE hr	RE hr	FO hr	FS hr	FT hr	OP hr	CL/OT hr	Direct Cost (\$)		
TASK NO	TASK DESCRIPTION												
	BASIC DESIGN SERVICES												
1001	Project Management	8	40	60	0	0	0	0	0	40	500	12,384	
1002	Project Meetings (4)	16	32	16	0	0	0	0	0	2	1,840	8,452	
1003	Utility Research	0	2	16	0	0	0	0	0	1	380	1,992	
1004	Manhole Rehabilitation	8	60	120	0	0	140	120	120	44	3,841	41,493	
1005	Draft Replacement Plans	36	148	244	0	0	0	0	764	34	2,750	90,366	
1006	Draft Point Repair Plans	2	6	24	0	0	0	0	48	6	520	6,543	
1007	Draft Specifications (2 sets)	4	16	80	0	0	0	0	8	40	0	11,092	
1008	Final Replacement Plans	6	16	40	0	0	0	0	92	16	0	11,950	
1009	Final Point Repair Plans	1	2	8	0	0	0	0	12	2	0	1,807	
1010	Final Specifications (2 sets)	2	4	16	0	0	0	0	2	16	0	2,798	
1011	Quantity Takeoffs/Cost Estimates	0	4	20	0	0	0	0	0	8	0	2,456	
	Subtotal	83	330	644	0	0	140	120	1046	209	9831	191,338	
	BIDDING SERVICES												
2001	Prepare Bid Documents	2	8	20	0	0	0	0	0	24	0	3,774	
2002	Attend Pre-bid Conference	0	24	0	0	0	0	0	0	2	520	3,124	
2003	Attend Bid Opening	0	24	0	0	0	0	0	0	0	520	3,040	
2004	Bid Tabulation/Recommendation	2	8	20	0	0	0	0	0	6	0	3,018	
	Subtotal	4	64	40	0	0	0	0	0	32	1040	12,956	
	CONSTRUCTION OBSERVATION												
3001	Pre-Construction Meeting	8	8	0	12	0	0	0	0	2	640	3,248	
3002	Manhole Rehabilitation	16	110	0	860	740	0	0	0	16	9,460	120,090	
3003	Sewer Line Rehabilitation	12	148	0	780	400	0	0	0	16	8,950	99,218	
3004	Pre-Final Inspection	0	0	0	32	0	0	0	0	2	150	2,314	
3005	Final Inspection	0	0	0	16	0	0	0	0	0	100	1,140	
3006	As-built Drawings	1	4	0	16	0	0	0	40	0	100	4,073	
3007	Project Close Out	2	2	0	8	0	0	0	0	4	0	1,124	
	Subtotal	39	272	0	1724	1140	0	0	40	40	19,400	231,207	
Total Basic Services .												435,501	
ADDITIONAL SERVICES													
Update Existing Data Base												6,500	
Survey												33,818	
Printing/Plotting/Computer Usage												3,400	
Easements 10 @ \$350/Ea.												3,500	
Permits												1,000	
Total Additional Services												53,218	
Total Estimated Cost												488,719	
OPTIONAL SERVICES (Design of Additional 1,000 LF of sewer)													10,160

EXHIBIT C

SUMMARY OF COST

City of Fayetteville
Illinois River and White River Watersheds
(Basin 16, 17, 18, 19, and Mini System W9)
Sewer Improvements

<u>Task Description</u>	<u>Unit Cost</u>	<u>Cost</u>
<u>Basic Engineering Design, Bidding and Resident Engineering Services</u>		
I. Final Engineering Design		
A. Project Administration/Meetings	LS	\$ 20,836
B. Basic Design Services	LS	170,502
C. Bidding Assistance		
1. Manhole Rehabilitation	LS	5,870
2. Sewer Line Rehabilitation	LS	7,086
II. Resident Engineering		
A. Manhole Construction	T&M ^{1/}	124,003
(Based on 1,600 inspector manhours)		
B. Sewer Line Construction/Repairs	T&M ^{1/}	<u>107,204</u>
(Based on 1,180 inspector manhours)		
Total Basic Services		\$435,501
<u>Additional Services</u>		
A. Update Existing Database	T&M ^{1/}	\$ 6,500
B. Survey	Actual Cost ^{2/}	38,818
C. Printing/Plotting/Computer Usage	LS	3,400
D. Easements 10 Ea.	EA	3,500
E. Permits	LS	<u>1,000</u>
Subtotal Additional Services		\$53,218

EXHIBIT C (Cont.)

<u>Task Description</u>	<u>Unit Cost</u>	<u>Cost</u>
<u>Optional Design Services^{1/}</u>		
A. Design of Additional Sewer Replacement (1,000 lf)	LS	<u>\$10,160</u>
Subtotal Optional Services		\$10,160
Total Cost Not-to-Exceed		\$498,879

-
- 1/ To be performed on a time and expense basis. Personnel charge out rates are Principal (\$113/hr), Senior Engineer (\$105/hr), Project Engineer (\$85/hr), Resident Project Representative (\$55/hr), Draftsperson (\$60/hr), Construction Resident Engineer (\$65/hr), Field Survey Leader (\$50/hr), Field Technician (\$35/hr), Office/Clerical (\$42/hr), Field Manager (\$65/hr).
- 2/ Will be invoiced at actual cost from subconsultant (McClelland Consulting Engineers).
- 3/ Services will not be initiated without authorization from City.

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

STAFF REVIEW FORM

A.5 page 1
PHONE UPGRADE



FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF July 6, 1999
FROM: _____

Jim Smith

Water & Sewer Services

Administrative Services

NAME

DIVISION

DEPARTMENT

ACTION REQUIRED:

Approval of bid award 99-56 for the Telephone Upgrade/Y2K Compliance project to Midwestern Telephone, Inc. in the amount of \$53,228.13, plus a project contingency of \$29,000.00 for a total project cost of \$82,228.13.

COST TO CITY:

\$ 82,228.13
COST OF THIS REQUEST

\$ 134,000.00
CATEGORY/PROJECT BUDGET

Telephone Upgrade
CATEGORY/PROJECT NAME

4470-9470-5801-00
ACCOUNT NUMBER

\$ 75.00
FUNDS USED TO DATE

Capital Improvements Construction
PROGRAM NAME

99018 & 99020
PROJECT NUMBER

\$ 133,925.00
REMAINING BALANCE

Capital Improvements
FUND

BUDGET REVIEW: ☒ BUDGETED ITEM ☐ BUDGET ADJUSTMENT ATTACHED

BUDGET COORDINATOR

ADMINISTRATIVE SERVICES DIRECTOR

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

ACCOUNTING MANAGER

DATE

ADA COORDINATOR

DATE

CITY ATTORNEY

DATE

INTERNAL AUDITOR

DATE

PURCHASING OFFICER

DATE

STAFF RECOMMENDATION:

Jim Smith
DIVISION HEAD

6/17/99
DATE

CROSS REFERENCE

DEPARTMENT DIRECTOR

DATE

NEW ITEM: YES NO

ADMIN. SVCS DIRECTOR

DATE

PREV ORD/RES #: _____

Mayor

DATE

ORD CONTRACT DATE: _____

RECEIVED

JUN 18 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

DESCRIPTION Bld #99-56

MEETING DATE July 6, 1999

COMMENTS:

BUDGET COORDINATOR

ACCOUNTING MANAGER

CITY ATTORNEY

PURCHASING OFFICER

ADA COORDINATOR

INTERNAL AUDITOR

REFERENCE COMMENTS:

REFERENCE COMMENTS:

REFERENCE COMMENTS:

REFERENCE COMMENTS:

REFERENCE COMMENTS:

REFERENCE COMMENTS:

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Fred Hanna and the Fayetteville City Council

THRU: Kevin Crosson, Administrative Services Director

FROM: Jim Smith, Water and Sewer Services Superintendent JS

DATE: June 16, 1999

SUBJECT: APPROVAL OF BID #99-56 NORTEL NORSTAR TELEPHONE EQUIPMENT

The Water and Sewer Services Division requests approval of bid #99-56 to Midwestern Telephone, Inc. in the amount of \$53,228.13, with a contingency of \$29,000.00, for a total cost of \$82,228.13 to purchase Nortel Norstar telephone equipment. Four bids were received and Midwestern Telephone, Inc. submitted the lowest bid.

This project is designed to accomplish two objectives. The first objective is to make the City's Nortel Norstar telephone system Y2K compliant. The second objective is to upgrade the present telephone system to accommodate growth and provide enhancements that will furnish opportunities that will yield better customer service for the citizens of Fayetteville.

This project will provide upgrades to the telephone systems at City Hall, the Police Department, Solid Waste, and the Animal Shelter. The \$29,000.00 contingency will be used to purchase three additional Norstar 0x32 modules, three additional Norstar NAM Phonemail modules and 3 Norstar 6 port combo cards. The total project will allow 160 Norstar extensions at City Hall and 160 Norstar extensions at the Police Department (currently there are approximately 80 Norstar extensions at City Hall and 50 Norstar extensions at the Police Department). The Cinphoney ACD software package will allow more efficient call distribution and will provide statistical information for the business office on the number of calls received, time of day, etc. Such information is of great benefit for decisions involving the number or scheduling of staff members.

The equipment will provide the capability at some future date to tie several City locations together for the purpose of using the intercom feature. The intercom feature allows communication between City offices without tying up plexar lines. This allows citizens to reach City staff or leave voice mail messages even though staff members may be talking to each other.

The equipment being replaced will be salvaged when possible. The salvaged equipment will be used in areas such as the TCA Cable Building, the police sub station, etc.

Please call me at 575-8244 if you should have any questions. Thank you for your consideration of this very important and needed project.

Attachments: Bid Tabulation
 Invitation To Bid

BID: 99-56
DATE: 6/7/99
TIME: 11:30 AM
CITY OF FAYETTEVILLE

DESCRIPTION: NORTEL NORSTAR TELEPHONE EQUIPMENT

BIDDER	ITEM #1
COMMERCIAL COMMUNICATIONS	\$64,749.79
LTD COMMUNICATIONS	\$64,803.43
MIDWESTERN TELEPHONE INC	\$53,228.13
WILLIAMS COMMUNICATIONS SOL	\$64,267.92

Certified by P. Vice
P Vice Purch Mgr

B. Williams
Witness Date 6/7/99

BID # 99-56		DATE ISSUED: May 10, 1999		DATE AND TIME OF OPENING: June 7, 1999 at 11:30 a.m.	
BUYER: City of Fayetteville, AR		DATE REQUIRED: 30 DAYS ARO			
F. O. B. Fayetteville, AR		BUYER'S PHONE # (501) 575-8289		GUARANTEED DELIVERY DATE:	
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL	
1	Per Attached Specifications Norstar 0x32 with 4.0 software	2			
2	Norstar 6 port combo card	2			
3	Norstar 6 port expansion card	2			
4	Norstar 16 port fiber station modules	6			
5	Norstar 12 port trunk modules	14			
6	Norstar 4 port LS/DS trunk cards	25			
7	Norstar NAM Phonemail	2			
8	Norstar Cinphoney 1 ACD software package	1			
9	Norstar APC SU2200net UPS	2			
10	Norstar Flashtalk 2	2			
11	Norstar DR5 software	1			
12	Norstar Phonemail software upgrade 2.04L	3			
RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			TAX:		
			TOTAL:		

EXECUTION OF BID

Upon signing this Bid, the bidder certifies that they have read and agree to the requirements set forth in this bid proposal, including specifications, terms and standard conditions, and pertinent information regarding the articles being bid on, and agree to furnish these articles at the prices stated.

UNSIGNED NAME OF FIRM:		PHONE:		TAX PERMIT:	
BIDS WILL BE REJECTED		BUSINESS ADDRESS:		CITY AND STATE:	
		AUTHORIZED SIGNATURE:		ZIP:	
		TITLE:		DATE:	

FAYETTEVILLE WATER AND SEWER SERVICES DIVISION
NORTEL NORSTAR TELEPHONE EQUIPMENT BID

The Fayetteville, Arkansas Water and Sewer Services Division ("purchaser") is requesting sealed bids for Nortel Norstar Telephone Equipment as specified below.

Item	Quantity
Norstar 0x32 with 4.0 software	2
Norstar 6 port combo card	2
Norstar 6 port expansion card	2
Norstar 16 port fiber station modules	6
Norstar 12 port trunk modules	14
Norstar 4 port LS/DS trunk cards	25
Norstar NAM Phonemail	2
Norstar Cinphoney 1 ACD software package	1
Norstar APC SU2200net UPS	2
Norstar Flashtalk 2	2
Norstar DR5 software	1
Norstar Phonemail software upgrade 2.04L	3

The purchaser reserves the right to refuse any and/or all bids and to determine fully by ourselves which bid is best overall, and which bidder, if any, to place an order with.

To be considered the Nortel Norstar Telephone Equipment must comply with the following:

1. All equipment must be new. Refurbished equipment will not be accepted.
2. All equipment will have a minimum 2 year warranty.
3. All equipment will be installed by the City of Fayetteville's telephone technician.
4. All equipment will be delivered free of any liens.
5. All equipment must be Y2K compliant.

The bid should state the price for each item listed above, including shipping charges and any applicable sales tax.

Sealed bids should be submitted by not later than 11:30 A.M., CDT, Monday, June 7, 1999. Bids received after that time will not be considered. Bids should be sent or delivered to:

Peggy Vice, Purchasing Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

PHONE UPGRADE

..... label all bids: Nortel Norstar Telephone Equipment
Fayetteville Water and Sewer Services Division
6-7-99
11:30 A.M.

Bids will be opened at a public bid opening in the office of Mrs. Vice at 11:30 A.M., on
June 7, 1999.

Bidders questions should be directed to: Jim Smith
Water and Sewer Services Superintendent
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701
501-575-8244

STAFF REVIEW FORM

RECEIVED

JUN 18 1999

COPY

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 6, 1999CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

FROM:

Jim BeaversEngineeringPublic Works

Name

Division

Department

ACTION REQUIRED: Proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) in the amount of \$116,291.00 for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche of which the City has previously agreed to cost-share.

COST TO CITY:

\$116,291

Cost of this Request

\$300,000

Category/Project Budget

Steele cost share

Category/Project Name

4470-9470-5809.00

Account Number

\$176,243

Funds Used To Date

Street

Program Name

99029-0020

Project Number

\$123,757

Remaining Balance

Sales tax

Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of the cost share increase.

Jim Beavers
Division Head

Date

17 Dec 99

Cross Reference

Department Director

Date

New Item: Yes ☐ No ☒

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: 16 Mar 99

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: June 17, 1999

Re: Agenda Request, Council Meeting of July 6, 1999.
Proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche of which the City has previously agreed to cost-share.

At the March 16, 1999 Council meeting, the City Council approved a bid waiver and cost share for the earthwork, grading and subgrade work on sections of Steele Boulevard south to Van Asche Drive (approximately 2550 feet less approximately 200 feet for the new bridge) and Van Asche Drive from Steele Boulevard west to the phase line of phase one (approximately 340 feet).

The cost-share was based upon Milholland Engineering's estimate of probable costs of \$176,243.00.

The developer's have taken bids and based upon the low bid of McClinton-Anchor the City's share will be \$292,534.00 for the earthwork, grading and subgrade, subject to verification of final quantities.

An increase in the cost-share of \$116,291.00 (\$292,534.00 - 176,243.00) is requested at this time to honor the "50/50" commitment.

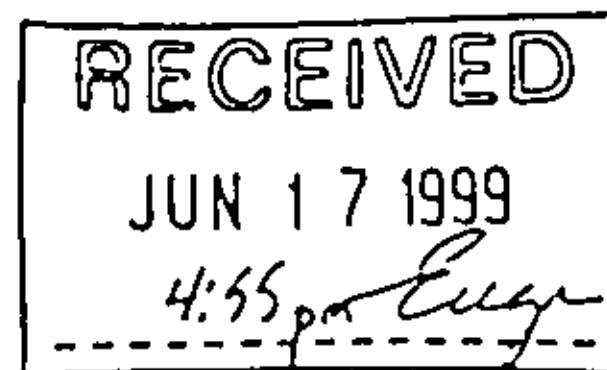
The final costs to the City will be based upon actual costs as documented by Milholland Company and subject to City review. The costs to the City will not exceed the estimated costs without additional authorization.

Please note that this request is for the earthwork, grading and subgrade portion of construction only. The base, curb and gutter, paving and street drainage requirements will require separate/additional funding and will be separate agenda items. Estimates are not currently available for these items.

Enclosure:

Letter from Milholland Engineering, 17 June 99.

Milholland Company
Engineering & Surveying
Melvin L. Milholland, PE, PLS



D.2 page 3
CO STEELE/V. ASCHE
REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

June 17, 1999

Mr. Jim Beavers, P.E., City Engineer
City Of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: CMN Business Park II(E-526/555)
Earthwork and Appurtenances Bid
Engineer's Recommendation to Award Contract

Dear Jim:

In regard to unit price bid for the above referenced project opened privately the apparent low bid was submitted by APAC Arkansas, Inc., McClinton Anchor Division of Fayetteville, Ar. The following is provided for clarification because you were unable to attend the bid opening.

1. The apparent low bid total was \$3,410,275.20 and had no extension errors.
2. The following are "Qualified" bidders who purchased Contract Documents for this project:

A. Jerry D. Sweetser Construction, Inc.
B. McClinton Anchor Division

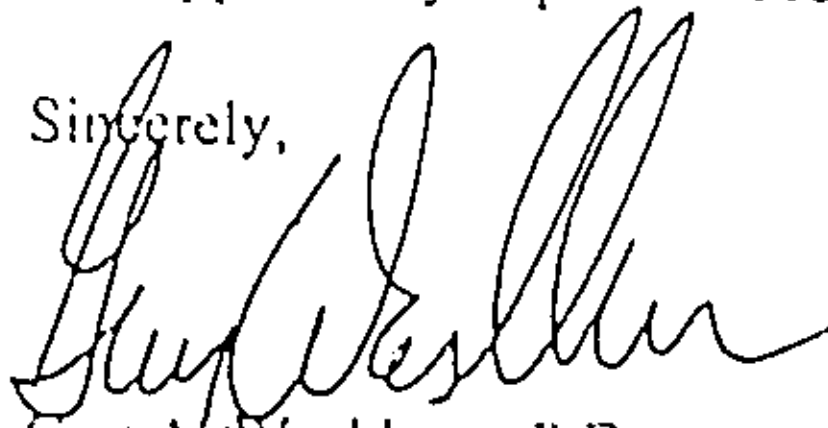
C. Northwest Excavation
D. Dean Crowder Construction

3. The estimated Cost to the City for the 50/50 cost sharing portion is \$ 292,534.00 and is detailed on the attached bid schedule .

Award of this contract to APAC Arkansas, Inc., McClinton Anchor Division. of Fayetteville, AR in the amount of \$ 3,410,275.20 is recommended to the City and to our Clients.

The opportunity to provide Professional Services to the City of Fayetteville is appreciated!

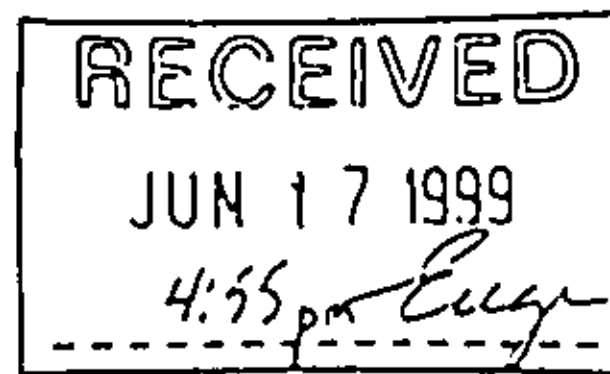
Sincerely,


Guy A. Washburn, P.E.
Project Manager

cc: E-526 file, CMN, JIM L., Micki H.

205 West Center Street, Fayetteville, Arkansas 72701; Phone: (501) 443-4724; Fax: (501) 443-4707; E-mail: milhollandco@juno.com

Miltholland Company
Engineering & Surveying
Melvin L. Miltholland, PE, PLS



B.2 page 5
STEELE/V. ASCHE

REGISTRATIONS:
PE: AR, OK, MO
PLS: AR, OK

June 17, 1999

Mr. Jim Beavers, P.E., City Engineer
City Of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Re: CMN Business Park II(E-526/555)
Earthwork and Appurtenances Bid
Engineer's Recommendation to Award Contract

Dear Jim:

In regard to unit price bid for the above referenced project opened privately the apparent low bid was submitted by APAC Arkansas, Inc., McClinton Anchor Division of Fayetteville, Ar. The following is provided for clarification because you were unable to attend the bid opening.

1. The apparent low bid total was \$3,410,275.20 and had no extension errors.
2. The following are "Qualified" bidders who purchased Contract Documents for this project:

A. Jerry D. Sweetser Construction, Inc.
B. McClinton Anchor Division

C. Northwest Excavation
D. Dean Crowder Construction

3. The estimated Cost to the City for the 50/50 cost sharing portion is \$ 292,534.00 and is detailed on the attached bid schedule .

Award of this contract to APAC Arkansas, Inc., McClinton Anchor Division. of Fayetteville, AR in the amount of \$ 3,410,275.20 is recommended to the City and to our Clients.

The opportunity to provide Professional Services to the City of Fayetteville is appreciated!

Sincerely,

Guy A. Washburn, P.E.
Project Manager

cc: E-526 file, CMN, JIM L., Micki H.

CONTRACT PART "A" - WATER DISTRIBUTION SYSTEM

ITEMS: All Items Complete in place, including all labor, materials, bonds, insurance, equipment, fittings, and unforeseen items, constructed in accordance with the City of Fayetteville Specifications and Requirements, and as shown on plans, including clearing, grubbing, cleanup, pipe bedding and testing.

- I. WATER MAIN CONSTRUCTION: Furnish and install items listed per notes at Sta. 21+45 on Steele Blvd. Plan and Profile sheet, including "TRENCH ADAPTER" (Valve Box and Valve Stem adjustment assembly) and other water main appurtenances. Price shall include all fittings, pipe, plugs, thrust blocks, clearing, grubbing, pipe bedding, cleanup, and testing. Provide per plan; Lump Sum @ FOUR THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$ 4,100.00) per Lump Sum \$ 4,100.00
- II. Compacted SB-2 base backfill around Water Valve Box and Valve Stem Assembly under Steele Boulevard; 60 tons @ TWELVE DOLLARS AND TWENTY FIVE CENTS (\$ 12.25) per Ton \$ 735.00

CMN	CITY
2050.00	2050.00
367.50	367.50
2417.50	2417.50

TOTAL AMOUNT BID - CONTRACT PART "A" \$ 4,835.00

CS-23-1999 07:52AM FROM WATER & SEWER DIVISIONS

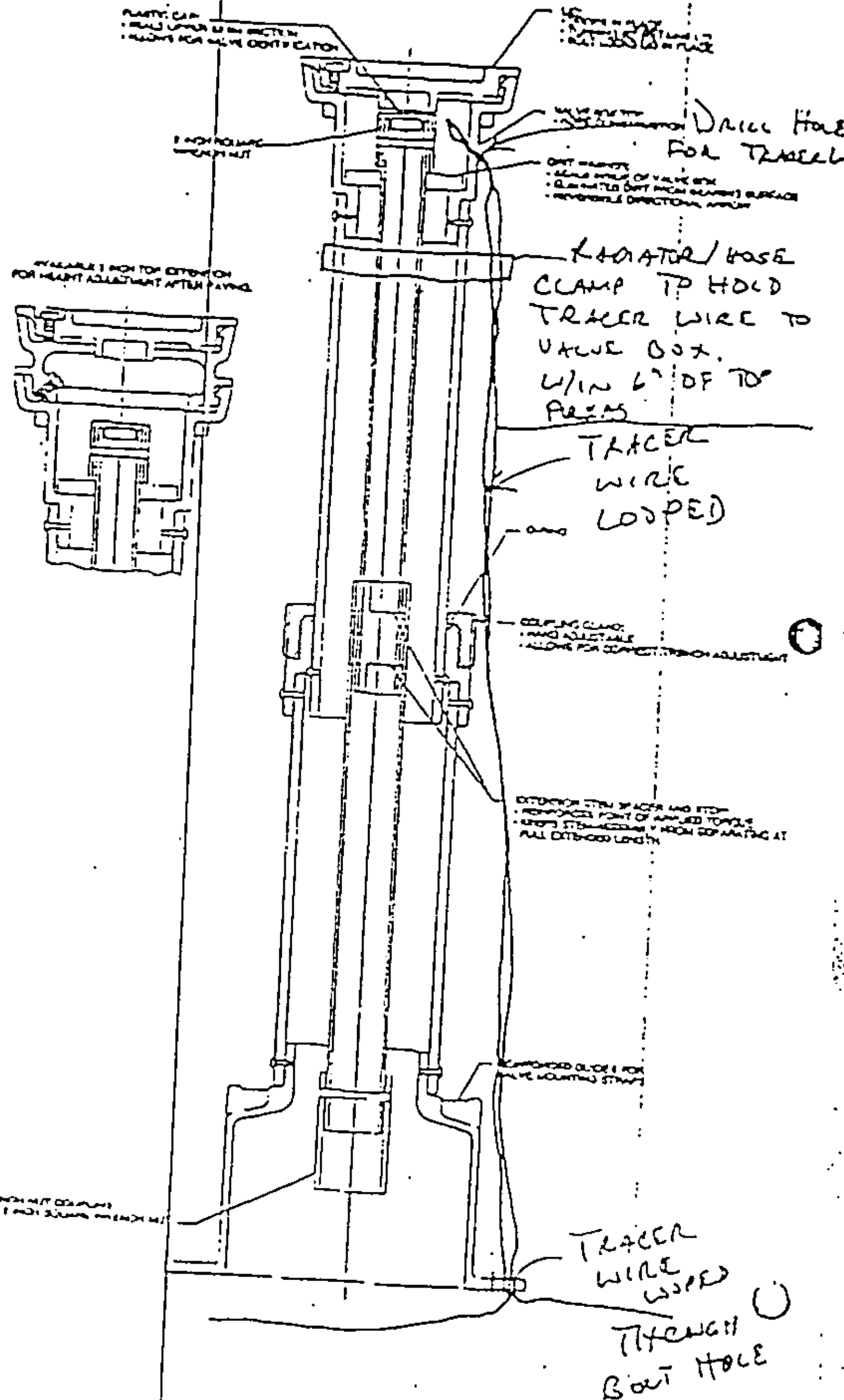
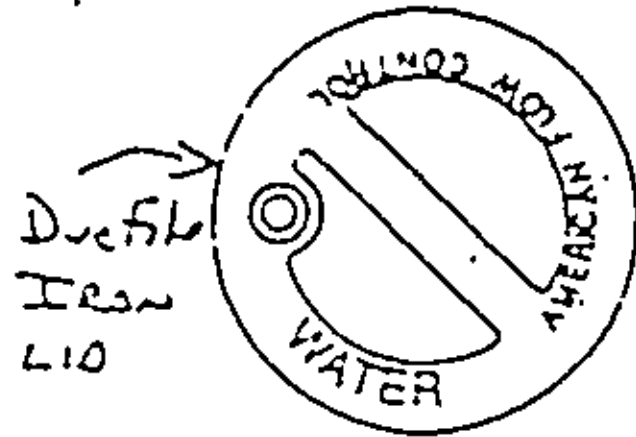
TO

412-787 P.01

Post-It Fax Note 7671

To: Guy Johnson	From: David Jungels
Co. Millholland	Cap. W/S
Phone: 443-4324	Phone:
Fax: 443-4388	Fax:

AMERICAN FLOW CONTROL TRENCH ADAPTER



CONTRACT PART "B" - SANITARY SEWER SYSTEM

ITEMS: All Items Complete in place, including all labor, materials, bonds, insurance, equipment, fittings and unforeseen items, constructed in accordance with City of Fayetteville's Specifications and Requirements as shown on plans, including clearing, grubbing, cleanup, pipe bedding materials and testing.

NOTE: Trench Backfill up to existing ground for these encasement pipes is to be "Hillside" from onsite Borrow pit. Payment for "Hillside" Backfill, per cubic yard, will be inclusive as "Hillside" Borrow item in Part "C".

I. STEELE BOULEVARD ENCASEMENT PIPE CONSTRUCTION: Furnish and install, per plans and specifications, Sanitary Sewer Encasement and new mains complete in place. Each Lump Sum price shall include all connections, fittings, plugs, pipe bedding, backfill, cleanup, and testing as follows:

	CMN	CITY
A. North Pipe(Ext. 18" Force Main) - Install 170 L.F. X 30" Steel Encasement Pipe with plugs, complete per detail; 170 L.F. @ <u>NINETEEN THOUSAND DOLLARS AND NO CENTS</u> (<u>\$19,000.00</u>) per Lump Sum \$ <u>19,000.00</u>	9,500.00	9,500.00
B. Center Pipe (Ext. 12" Gravity) - Install 170 L.F. X 24" Steel Encasement Pipe with 180 L.F. X 12" Class 250 DIP including spacers and connections per detail; Complete in Place @ <u>TWENTY FOUR THOUSAND TWO HUNDRED DOLLARS AND NO CENTS</u> (<u>\$24,200.00</u>) per Lump Sum \$ <u>24,200.00</u>	12,100.00	12,100.00
C. South Pipe(Ext. 12" Gravity) - Install 170 L.F. X 24" Steel Encasement Pipe with 180 L.F. X 12" Class 250 DIP including spacers and connections per detail; Complete in Place @ <u>TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS</u> (<u>\$23,500.00</u>) per Lump Sum \$ <u>23,500.00</u>	11,750.00	11,750.00
II. OSHA SAFETY: OSHA TRENCH "EXCAVATION SAFETY SYSTEMS": Contractor shall incorporate in project bid, a Price for compliance with Act 291 of the 79th General Assembly enacted on March 1, 1993, for "EXCAVATION SAFETY SYSTEMS", for all Trenching as specified in Act 291, in reference to The Occupational Safety Health Administration Requirement 29 CFR 1926, Sub-Part P; 550 L.F. @ <u>TWENTY THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS</u> (<u>\$23,500.00</u>) per L.F. <u>\$23,500.00</u> <u>ONE DOLLAR AND SIXTY CENTS</u> PAGE SUMMARY	440.00	440.00
	33,790.00	33,790.00

CONTRACT PART "B" - SANITARY SEWER SYSTEM

III. MANHOLE ADJUSTMENTS: Adjust Manholes #8 (Sta. 15+72) and #9 (Sta. 14+60) on Shiloh Drive to Finished Pavement Grade; Approximately 3.4 V.F.
ONE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND
NO CENTS (\$1,450.00) per Lump Sum \$ 1,450.00

PAGE SUMMARY \$ 1,450.00

TOTAL AMOUNT BID - CONTRACT PART "B" \$ 69,030.00

CMN	CITY
1450.00	-0-
35,240.00	33,790.00

CONTRACT PART "C" - STREET & STORM DRAINAGE

ITEMS: All Items are complete in place, including furnishing all labor, materials, bonds, insurance, equipment, fittings, and unforeseen items, constructed in accordance with the City of Fayetteville Specifications and Requirements and as shown on plans, including clearing, grubbing, cleanup, and repair of damaged surfaces.

TESTING: The Owner shall provide at their expense and the Contractor shall coordinate all testing activities as subsidiary to other items of this Contract, the following data and tests:

1. Subgrade of Street Section:
 - a. Soil Classification
 - b. Atterburg Limits
 - c. Proctor Data
 - d. Densities
 - e. CBR
2. Base of Street Section:
 - a. Proctor Data
 - b. Densities
3. Street Surface:
 - a. Asphalt: Thickness, Cores, Densities and Laboratory Data
 - b. Concrete: Thickness, Cores, Cylinders and Compression Tests for 7 days and 28 days Breaks
4. Designated Fill Areas:
 - a. Soils Atterburg Limits
 - b. Proctor Data
 - c. Densities

RE-VEGETATION:

All OFF-SITE and ON-SITE damaged surface areas shall be cleared of all rock and debris and covered with 4" On-site TOP SOIL, seeded, fertilized, mulched, and watered for successful growth.

CONTRACT PART "C" - STREET & STORM DRAINAGE

I. CONSTRUCTION EARTHWORK: In accordance with plans and specifications for said project and prior to Utility Construction across street sections, Contractor shall construct rough subgrade from centerline control in existence at time of BID; Engineer will provide a "CUT-SHEET" from said control.

A. TOPSOIL STRIP TO STOCKPILE:

Strip topsoil and stockpile material onsite in designated areas. Material in this item is in roadway, borrow area and other areas directed by the Engineer. The stockpiles shall be field measured and the volume determined by average end area method. Price shall include removal and stockpiling only.

1. Topsoil Stripping for City of Fayetteville Cost Sharing: 16,600 CY
2. Topsoil Stripping for remainder of project : 26,760 CY
3. Topsoil stripping for loss : 5,000 CY

Strip to stockpile approximately 48,360 CY @ ONE DOLLAR AND SEVENTY FIVE CENTS (\$ 1.75) per CY \$ 84,630.00

B. TOPSOIL REPLACEMENT TO FINISHED SURFACES:

Replace 4" topsoil from stockpiles on slopes. Material in this item is for roadway slopes and other disturbed areas directed by the Engineer. After material has been replaced the stockpiles shall be field measured and the volume determined by average end area method. Price shall include replacement and grading for re-vegetation.

1. Topsoil Replacement for City of Fayetteville Cost Sharing: 2,257 CY
2. Topsoil Replacement for remainder of project : 4,622 CY
3. Topsoil Replacement for loss : 5,000 CY

Topsoil replacement: 11,879 CY @ THREE DOLLARS AND FIFTY CENTS (\$ 3.50) per CY \$ 41,576.50

CMN	CITY
70,105.00	14,525.00
37,626.75	39,499.75
107,731.75	18,474.75

PAGE TOTAL \$ 126,206.50

CONTRACT PART "C" - STREET & STORM DRAINAGE

L CONSTRUCTION EARTHWORK Cont.

*C. EXCAVATION AND EMBANKMENT FOR STREET CONSTRUCTION:

Clearing, Grubbing, Construction Staking, fence removal, disposal, fine grading, compaction, backfill, slope grading, classified excavation in the amount of approximately 68,824 CY. See the typical detail referencing this bid item. The soils for this project are classified as the following:

1. Class I Soils are "Select" materials for fills outside the curbed street section that are to be stockpiled for measurement and replaced on slopes outside the 1:1 "Hillside" region as detailed and compacted to 95% Standard proctor. Class I Materials for use in cost sharing sections are to be kept separate from other materials of the same type.
2. Class II Soils are "Select" materials to be used in lot fills and compacted to 95% standard proctor. Class II soils will be soils generated from undercut sections. Designated Fill Areas (all within lots) will be cross sectioned after stripping and again after embankment has been accepted.
3. Earthwork Quantities in Cubic Yards are shown for the following sections of Roadway to provide clarification for cost sharing with the City of Fayetteville. Material will be cross sectioned and the volume determined by average end area method. After replacement, stockpiles will be cross sectioned to determine quantity of material replaced. Cut and Fill quantities shown are for Class I soils as described above:

Boulevard Sections - Cost share 50/50 with City of Fayetteville:

• Steele Blvd. Sta. 13+00 to 39+01.54	Cut 11,783	Fill 15,046
• Van Asche - Sta. 0+00 to -4+40	Cut 2,225	Fill 269

36' B-B Sections in Phase I and II - No cost sharing with City of Fayetteville:

• Steele Ave. Sta. -1+01.40 to 13+00	Cut 4,299	Fill 563
• Steele Ave. Sta. 39+65.38 to 54+26.29	Cut 26,332	Fill 395
• Van Asche Sta. 0+00 to 19+50.45	Cut 15,806	Fill 4,997
• Shiloh Dr. Sta. -4+50 to 22+00	Cut 6,029	Fill 6,148
• Mall Ave Sta. 22+00 to 36+29.30	Cut 2,350	Fill 9,981

PAGE TOTAL \$ - 0 -

CONTRACT PART "C" - STREET & STORM DRAINAGEL CONSTRUCTION EARTHWORK, Cont.

	CMW	CITY
a. Excavation and Stockpiling: 63,824 CY @ <u>TWO DOLLARS AND TWENTY FIVE CENTS (\$ 2.25)</u> per CY \$ <u>144,854.00</u>	139,095.00	15,759.00
b. Replacement and Compaction: 37,399 CY @ <u>FOUR DOLLARS AND EIGHTY CENTS (\$ 4.80)</u> per CY \$ <u>179,515.20</u>	142,759.20	36,756.00
←D. BORROW MATERIAL FOR STREET CONSTRUCTION: "Hillside" sub-base material from ON-SITE Borrow Pit to be used for street construction. The Quantity of Hillside needed for the project is 80,821 CY. Approximately 27,666 CY is generated in cut from Steele Blvd. Sta. 39+65 to 54+26. The remaining 53,155 CY will be from a Borrow Pit. Cross-sections will be taken from all excavated areas for payment. A separate Borrow area will be established for the City cost sharing portion of the job.		
1. Material purchased from onsite Borrow Pit 80,821 CY @ <u>One Dollar and 50/100 (\$ 1.50)</u> per CY \$ <u>121,231.50</u>	93,217.50	28,014.00
2. Borrow Pit "Hillside" Volume for Street Subgrade Sections; unit price shall include borrow pit preparation, loading and delivery from onsite source, required compaction, fine grading and shaping to within .10' finished subgrade elevation;		
"Hillside" Volume for City of Fayetteville Cost Sharing: 37,352 CY "Hillside" Volume for remainder of project : 43,469 CY		
80,821 CY @ <u>THREE DOLLARS AND THIRTY CENTS (\$ 3.30)</u> per CY \$ <u>266,709.30</u>	205,078.50	61,630.80
PAGE TOTAL	580,150.20	142,159.80

PAGE TOTAL

E-525/555

4

5/25/99

CONTRACT PART "C" - STREET & STORM DRAINAGE

I. CONSTRUCTION EARTHWORK. Cont.

E. UNDERCUT FOR STREET CONSTRUCTION:

Undercut street section and waste material onsite in lot areas. All undercut material shall be considered Class II Material. Undercut areas will be confirmed by the Geotechnical Engineer after street section is to subgrade elevation in cut sections or prior to placing material in fill sections. See cross section sheets for stations where undercut is anticipated. The Material will be measured as described for Class II material at the beginning of this section. Price shall include removal, onsite placement and compaction to 95% standard proctor in various lot locations.

- Undercut Volume for City of Fayetteville Cost Sharing: 15,070 CY
- Undercut Volume for remainder of project : 25,919 CY

Undercut: 40,989 CY @ THREE DOLLARS AND EIGHTY CENTS (\$ 3.80) per CY \$ 155,758.20

*F. Subsidiary to Item 1.A and 1.B. above, the Contractor shall provide the following:

1. "CONTRACTOR SHALL USE UNDERCUT SITE EXCAVATED MATERIALS FROM STREET SECTIONS TO BUILD UP SUBDIVISION LOTS IN DESIGNATED FILL AREAS OR AS MAY BE DETERMINED BY ENGINEER, INCLUDING FINISH GRADING TO PROPERLY DRAIN WITH SWALES BETWEEN ADJOINING LOTS, COMPACTED TO 95% STANDARD PROCTOR."
2. IN ACCORDANCE TO THE PROJECTS "GRADING PLAN," "CONTRACTOR SHALL FILL AND FINISH GRADE THE LOTS WITH TO PROPERLY DRAIN INTO STREET GUTTER AND DRAINAGE STRUCTURES."
3. "CONTRACTOR SHALL USE ALL EXCAVATED SELECT FILL MATERIALS FROM STREET SECTIONS TO PROPERLY GRADE LOTS FOR ACCESS, SURFACE DRAINAGE AND PROVIDE BUILDING CONSTRUCTION SITES AT VARIOUS LOCATIONS OF PROJECT."

PAGE TOTAL \$ 155,758.20

CMN CITY	
127,125.20	28,633.00
127,125.20	28,633.00

CONTRACT PART "C" - STREET & STORM DRAINAGE

I. CONSTRUCTION EARTHWORK, Cont.

4. "EXCESS TOP SOIL" AND UNSUITABLE MATERIALS SHALL BE STOCK
PILED ON AN ON-SITE LOT SELECTED BY THE DEVELOPER AT THE
PRECONSTRUCTION CONFERENCE.
5. SUBSIDIARY TO ITEM I.A. ABOVE, THE CONTRACTOR
SHALL BE RESPONSIBLE FOR AND PROVIDE AT HIS
EXPENSE THE FOLLOWING:
 - a. Clearing, Grubbing, Disposal, Clean-up and backfill with
Unclassified excavated materials in Designated "FILL
AREAS".
 - b. Removal and disposal of shrubs, bushes, trees, rocks,
buildings, and other items within the construction limits;
 - c. Dispose of excess excavated materials;
 - d. All Borrow and Onsite "Selected Fill Materials" shall be
within 5% (+) of its Optimum Moisture Content during the
Compacting Process.
 - e. Compaction Tests for Soils Materials shall meet or exceed
the following:
 1. Finished street subgrade in cut section(top 8") - 95% Modified
Proctor;
 2. On-Site "Classified" and "Hillside" Fill Materials within Street
Sections - 95% Standard Proctor;
 3. Fill between the Back of Curb and outside edge of Sidewalk
Sections - 95% Standard Proctor;
 4. Finished street subgrade (top 24") in fill sections - 95% Modified Proctor
 5. On-Site "Classified" Materials from Street Section Excavation and On-
Site "Hillside" Materials placed within Lot Building Setbacks of Project -
95% Standard Proctor;

CONTRACT PART "C" - STREET & STORM DRAINAGE

L CONSTRUCTION EARTHWORK Cont.

- a All Compaction of "CLASSIFIED" and "HILLSIDE" Materials shall be performed with a "SHEEP'S FOOT" Roller Mechanical type compactor and all fill Materials shall be compacted in 8" thick layers evenly spread across entire Fill Areas on a level plane.
- b Provide a 1/4" per 1 L.F. Backslope Back-of-Curbs for a distance of 10' for the Sidewalk.
- c In locations where new construction meets existing pavements, Saw Cut, remove and dispose of existing asphalt prior to placing new HOT MIX ASPHALT.

II STREET CONSTRUCTION PER FAYETTEVILLE SPECIFICATIONS: City of Fayetteville requires streets of this Project to be a minimum of 36' BACK-TO-BACK CURBS. All Laboratory Data and Field Testing of each material used in the street section shall be performed by an Independent Certified Material Laboratory and shall be the expense of the Owner. The Contractor shall provide coordination for all material sampling and testing, as follows:

- A. Maintenance of traffic for the duration of the work for Part "C". This item shall include cleanup of dirt and debris in street, maintaining safe movement of traffic for Joyce Boulevard and other streets, as required during hauling operations, blasting activities and as required by the City of Fayetteville or other Regulatory Agency. The Contractor shall furnish a Traffic Plan to the City of Fayetteville for acceptance, Lump Sum @ ONE HUNDRED SIXTY FIVE THOUSAND DOLLARS AND NO CENTS

(\$165,000.00) per LS \$ 165,000.00

- B. ROCK EXCAVATION for use as ON-SITE Fill as directed by the Engineer. The Material for this item will be for Parts "A", "B" & "C". Price to include furnishing and maintaining all required Safety devices and protocol, permitting, drilling, blasting, truck loading, hauling and disposal in onsite fill area; Approximately 1,000 Cubic Yards @ TWELVE DOLLARS AND NO CENTS

(\$ 12.00) per CY \$ 12,000.00

CMN	CITY
126,871.80	38,128.20
12,000.00	- 0 -
138,871.80	38,128.20

PAGE TOTAL \$ 177,000.00

E-526/533

7

5/25/99

MAINT. OF TRAFFIC BASED ON "HILLSIDE" $\frac{37,352}{80,821} = .46216$

$.46216(165,000.00) = 76,256.40 @ 50\% = 38,128.20$

CONTRACT PART "C" - STREET & STORM DRAINAGEIII. CONSTRUCTION EROSION CONTROL

		CMN	CITY
***** A. Construct and maintain, including silt removal and disposal, and demolish Temporary "SILT/DETENTION PONDS" to prevent Flash Flood Erosion and Silt/Water Damage on Adjacent Properties and waterways. CONTRACTOR IS RESPONSIBLE FOR FILING A "NOTICE OF INTENT" and developing a Storm Water Pollution Prevention Plan utilizing information provided on the Grading, Erosion Control and Tree Preservation Plan with the Arkansas Department of Environmental Quality 11 each @ <u>THREE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS</u> (<u>\$3,500.00</u>) Per each <u>\$38,500.00</u>	COST SHARE = 4 EA	31,500.00	7000.00
B. Furnish and install Silt Fence as shown on the Grading and Erosion Control Plans. The Erosion Control Devices shown are the minimum required and the Contractor may be required to install additional silt fence, if deemed necessary: 5,283 L.F. @ <u>THREE DOLLARS AND FIFTY CENTS</u> (<u>\$3.50</u>) per L.F. <u>\$18,490.50</u>	COST SHARE = 500 LF	17,615.50	875.00
C. Furnish and Install Hay Bales as shown on the Grading and Erosion Control Plans. The Erosion Control Devices shown are the minimum required and the Contractor may be required to install additional hay bales, if deemed necessary: 665 Each @ <u>TEN DOLLARS AND FIFTY CENTS</u> (<u>\$10.50</u>) per Ea. <u>\$6,982.50</u>	COST SHARE = 125 EA	6,326.25	656.25
D. Furnish and install Grass Seed, Fertilizer and Mulch Cover for continuous Year Round Growth on all disturbed surfaces On-Site and Off-Site: 20 Acres @ <u>ONE THOUSAND SIX HUNDRED DOLLARS AND NO CENTS</u> (<u>\$1,600.00</u>) per Acre <u>\$32,000.00</u>	COST SHARE = 4.25 AC.	28,600.00	3400.00
IV. MISCELLANEOUS ITEMS			
A. Temporary Creek Crossings for Mud Creek @ Mall Avenue and Steele Boulevard Bridges, per Lump Sum @ <u>SIXTY EIGHT THOUSAND DOLLARS AND NO CENTS</u> (<u>\$68,000.00</u>) per L.S. <u>\$68,000.00</u>	COST SHARE = 1/2 STEELE	51,000.00	17,000.00
PAGE TOTAL		<u>\$163,923.00</u>	<u>28,931.25</u>

CONTRACT PART "C" - STREET & STORM DRAINAGE

IV. Miscellaneous Items, continued

- B. Furnish and install Tree Preservation Fencing per detail; price shall include fence stakes and installation of fence, as directed by the Engineer, 2,600 L.F. @ THREE DOLLARS AND TWENTY FIVE CENTS (\$ 3.25) per L.F.

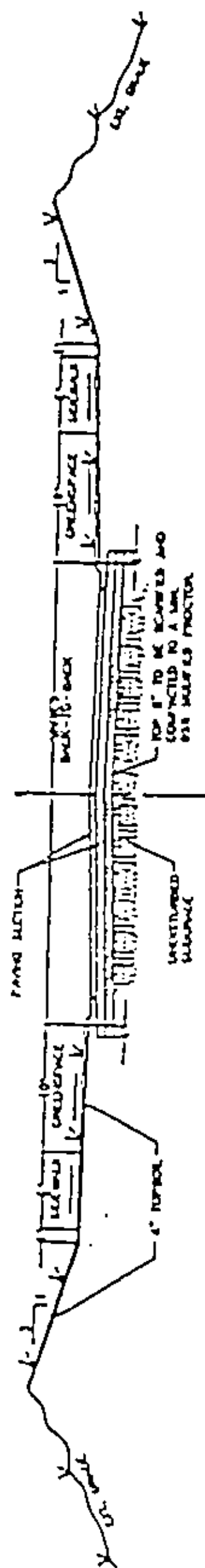
[illegible]

PAGE TOTAL \$ 8,450.00

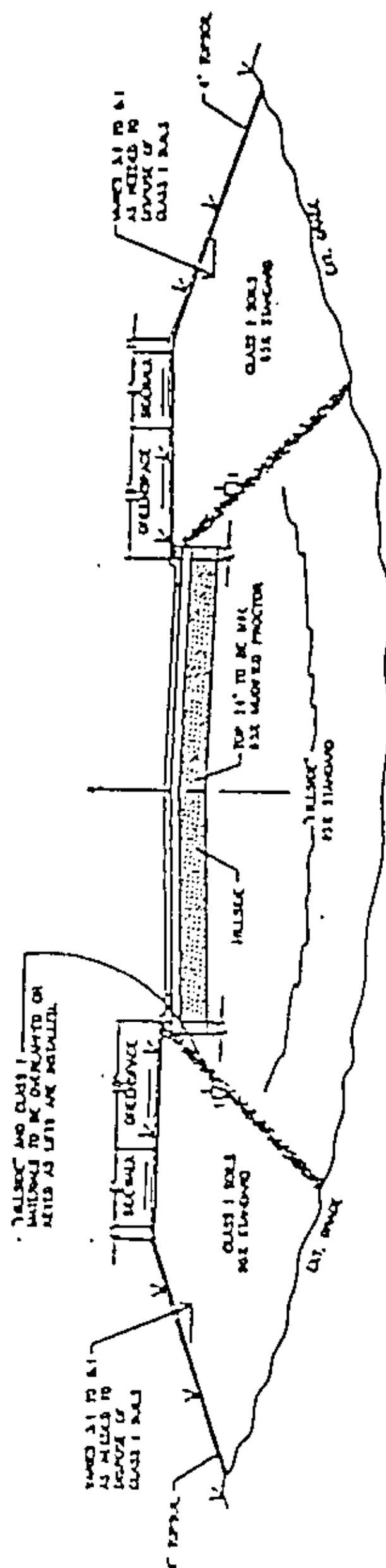
TOTAL BASE BID - "STREET & STORM SEWER" \$1,353,697.70

CONTRACT PART "C" - STREET & STORM DRAINAGE

- The Owner plans to use on-site excavated materials to build up several lots for building sites and street construction. The Contractor, at his expense, shall be required to place and compact EXCESS excavated materials, as follows:
 - A. "Classified" Excavated material in "UNDER-CUT" Street Sections within street RIGHT-OF-WAYS.
 - B. "Classified" Excavated material within the BUILDING SETBACKS located in the designated "FILL AREAS".
 - C. "Unclassified" Excavated material outside BUILDING SETBACKS within the designated "FILL AREAS".
- "OFF-SITE HILLSIDE": Truck tickets must be signed by Engineer's representative with date, station location, and use. Contractor's UNIT PRICE shall include all the expense of excavating and disposing of "UNDERCUT" materials plus the TOTAL COST OF OFF-SITE BORROW after COMPACTED IN-PLACE.
- NOTE: Alternative Pipe materials may be offered with Bid if a written certified acceptance by the City Engineer is attached to Bid Submittal.
- SB-2 BASE BACKFILL: Truck tickets must be signed on site by Contractor's representative with date, station location, and use. SB-2 to be used ONLY as Backfill in Street Sections, Full depth of Trench to Street Subgrade and to one (1') foot Back-of-Curbs. NOTE TO CONTRACTOR: This Contract will pay a unit price per Delivery Ticket up to 350 tons. Additional Amounts of SB-2 Backfill shall be considered OVER-RUNS and Subsidiary to other Bid Items of the Contract.
- SILT/DETENTION PONDS: Temporary Silt/Detention Ponds and barriers shall be constructed and maintained to reduce Silt Run-off and Storm Water Damage Down Stream; And, at the completion of project, said ponds shall be graded, seeded and mulched to accommodate Lot Drainage. Contractor shall be responsible for maintenance, repair and clean-up of silt and erosion on AHTD Right-of-Way and all Offsite Property during Construction and for the TWO YEAR DURATION of the Maintenance Period after the completion of the project, as a part of this Bid Item.



TYPICAL CUT SECTION



TYPICAL EMBANKMENT SECTION



TYPICAL IN-SITU SOILS



STAFF REVIEW FORM

JUN 18 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEWFor the Fayetteville City Council meeting of July 6, 1999

FROM:

Jim BeaversEngineeringPublic Works

Name

Division

Department

ACTION REQUIRED: Approval of the "50/50" cost share for the actual construction costs of the Steele Boulevard Bridge over Mud Creek with NANCHAR, INC. And Marjorie S. Brooks (CMN). The bids will be opened July 6, 1999 and the costs provided to the City Council at the July 6, 1999 meeting.

COST TO CITY:

To be determined
Cost of this Request\$400,000

Category/Project Budget

Steele Blvd Bridge

Category/Project Name

4470-9470-5817.00

Account Number

\$0

Funds Used To Date

Street/Drainage - cost share

Program Name

99032-0020

Project Number

\$400,000

Remaining Balance

Sales tax

Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of the "50/50" cost share for the actual construction costs for the Steele Boulevard Bridge over Mud Creek.

Jim Beavers
Division Head18 June 99
Date

Cross Reference

Department Director

Date

New Item: Yes ☐ No ☒

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

COPY

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer */B*

Date: June 17, 1999

Re: Agenda Request, Council Meeting of July 6, 1999.

Proposed cost-share with NANCHAR, INC. and Marjorie S. Brooks (CMN) for the Steele Boulevard bridge.

The City Council has previously agreed to cost share in the construction of Steele Boulevard from Joyce Boulevard south to Van Asche Drive, including the bridge over Mud Creek (approximately 2750 feet) and Van Asche Drive from Steele Boulevard west to the phase line of phase one (approximately 340 feet).

The developers have designed and advertised the Steele Boulevard Bridge for construction and bids will be opened July 6, 1999.

The proposed bridge will be approximately 212 feet in length, 71.5 ft. wide, with four traffic lanes and 6 ft. sidewalks on each side.

The engineer's estimate is not complete and has not been furnished at this time.

The actual bid results and cost information and budget adjustment will be provided at the July 6, 1999 Council Meeting by staff and/or Milholland Company.

A bid waiver is not requested because the project has been competitively bid generally in accordance with the City's requirements.

The final costs to the City will be based upon actual costs as documented by Milholland Company and subject to City review. The costs to the City will not exceed the Council approved cost share without additional authorization. The City will not cost share in any engineering or planning costs.



Please note that this request is for the Steele Boulevard Bridge over Mud Creek only. The base, curb and gutter, paving and street drainage requirements for Steele Boulevard and Van Asche will be separate agenda items.

Budget:

The 1999 budget includes \$400,000.00 for the Steele Boulevard Bridge cost share.

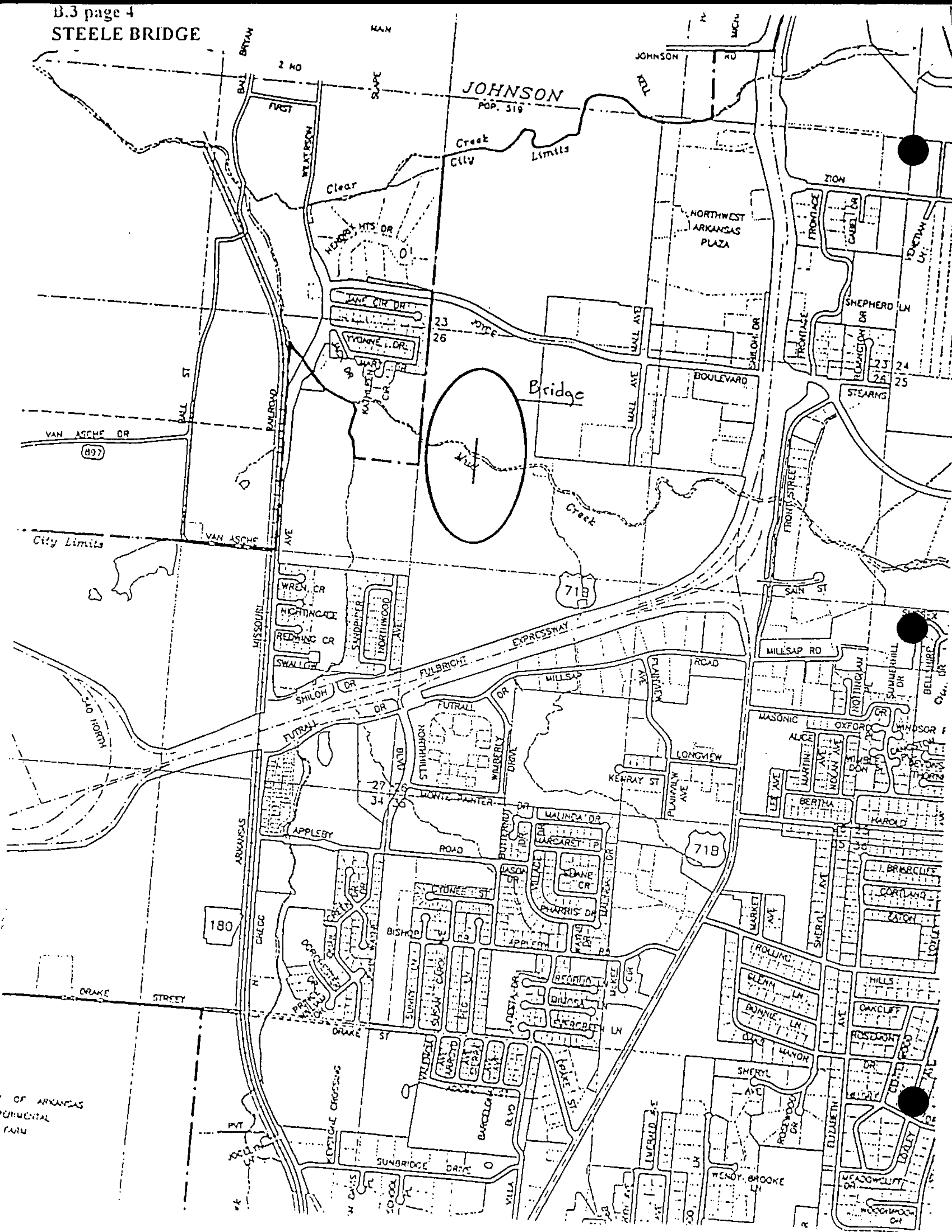
Action requested:

1. Approval of the "50/50" cost share with NANCHAR, INC. And Marjorie S. Brooks (CMN) for the actual construction costs of the Steele Boulevard Bridge over Mud Creek. The City's share will be 50% of the actual construction costs.

The actual bid and cost information and specific budget requirements will be provided at the July 6 Council meeting.

Encl:

Vicinity Map



STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of July 6, 1999.

FROM:		
Alett Little	Planning	Public Works
Name	Division	Department

ACTION REQUESTED: To approve an ordinance for RZ98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.

COST TO CITY:

\$0

Cost of this request	Category/Project Budget	Category/Project Name
Account Number	Funds used to date	Program Name
Project Number	Remaining balance	Fund

BUDGET REVIEW: _____ Budgeted Item _____ Budget Adjustment Attached _____
Budget Coordinator _____ Administrative Services Director _____

CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY:	
Accounting Manager	Date	ADA Coordinator	Date
City Attorney	Date	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff did not recommend approval. Planning Commission approved RZ98-22 at the regular meeting of January 11, 1999, with a vote of 5-4-0. Mr. Forney, Ms. Hoover, Ms. Johnson, and Mr. Tucker voted against the motion.

<u>Tom Conble</u>	<u>6-11-99</u>	<u>Cross Reference</u>
Division Head	Date	
Department Director	Date	New Item: Yes No
Administrative Services Director	Date	Prev Ord/Res#: _____
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone:

501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission Members
THRU: Alett S. Little, City Planner
FROM: Brent Vinson, Associate Planner
DATE: January 11, 1999

RZ 98-22.00: Rezoning (Littlefield Investment Co., pp 565) was submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.788 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.

RECOMMENDED MOTION:

Staff does not recommend approval of the requested rezoning from C-1 to C-2 because there are adequate vacant C-2 parcels in the city to accomodate the proposed use. The Land Use Plan shows the area to be Community Commercial, therefore the rezoning proposed is not consistent with the land use planning objectives, principles, and policies of the land use and zoning plans.

PLANNING COMMISSION ACTION: YES Required
_____ Approved _____ Denied

Date: January 11, 1999

Comments: The rezoning to C-2 passed with a condition that a bill of assurance be submitted that the property be used as a used car lot only and that if it is not used as such the property will convert back to a C-1 zoning.

CITY COUNCIL ACTION: YES Required
_____ Approved _____ Denied

Date: / /

BACKGROUND :

The applicant desires to rezone the property from C-1 (Neighborhood Commercial) to C-2 (Thoroughfare Commercial). The applicant desires to lease the property to USA Cars for use as a retail used car lot. Automotive sales is an included use of Unit 17 (Trades and Services) under C-2 (Thoroughfare Commercial) zoning.

According to the applicant, the use will not conflict with other uses in the area and will improve the property. The property is on the northwest corner of the intersection of Huntsville Road and Happy Hollow Road and was formerly used as a gas station. Gas stations are allowed in the current C-1 zone. Development plans recently submitted will require that Happy Hollow Road to be connected to Cliff's Blvd. which will connect to Hwy 265. As Hwy 265 will be under construction this access will provide alternate access for residents of The Cliff's Apartments (Phase II) and traffic should significantly increase.

The building on the property is now vacant, and USA Cars plans to upgrade the building, and to meet the City's requirements for landscaping. Utility service is available at the site.

ADJACENT LAND USE AND ZONING

North:	Single family residential, zoned R-1
South:	Beard's Funeral Chapel and a vacant lot, zoned C-1, Mexican Original, zoned C-2, is southeast of the site.
East:	Kathryn's Closet (retail specialty store), zoned C-1, a vacant lot and a Ridgeview Baptist Church exist east of Kathryn's.
West:	Brophy's Accountant Office, zoned R-O

INFRASTRUCTURE:

Streets:	The property is located at the intersection of Happy Hollow and Hwy. 16 East.
Water:	An 8" waterline exists along the southern border of the property and a 6" waterline exists along the east border.
Sewer:	A 6" sewer line exists along the southern border of the property and a 6" sewer line exists along the east border.

LAND USE PLAN:

General Plan 2020 shows this area as Community Commercial.

§161.13 DISTRICT C-1: NEIGHBORHOOD COMMERCIAL.

A. Purpose. The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

§161.14 DISTRICT C-2: THOROUGHFARE COMMERCIAL.

A. Purpose. The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers.

RZ 98.00-21.00 FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The rezoning proposed is not consistent with the land use planning objectives; principles, and policies of the land use and zoning plans.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The zoning is not justified or needed at this time to meet the goals of General Plan 2020 and there are adequate parcels of land currently zoned for this use within the city.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning would not create or appreciably increase traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed zoning would not alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed

zoning is justified and/or necessitated by peculiar circumstances such as:

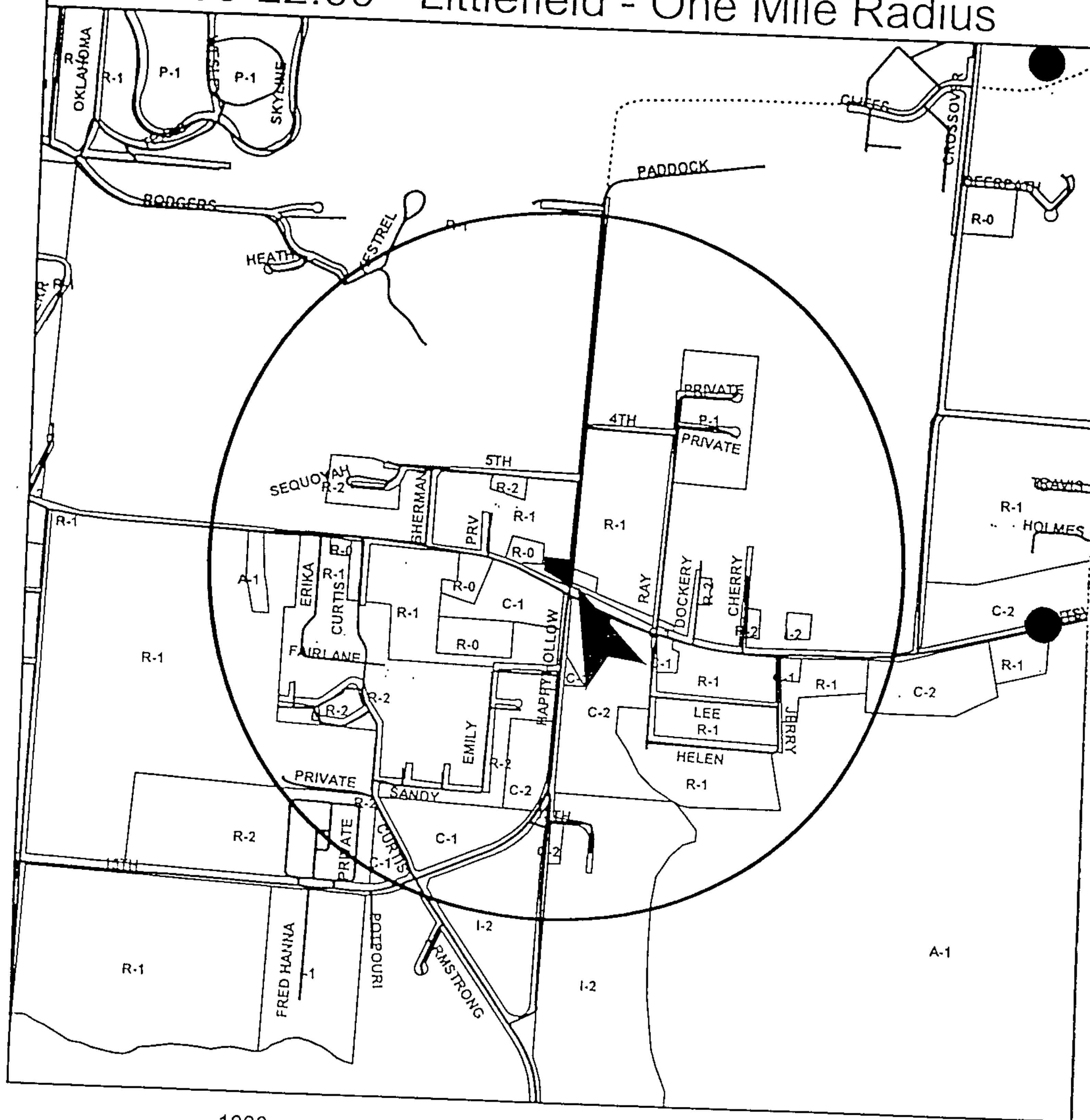
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

Finding: It is not impractical to use the land for the uses permitted under its existing zoning classification.

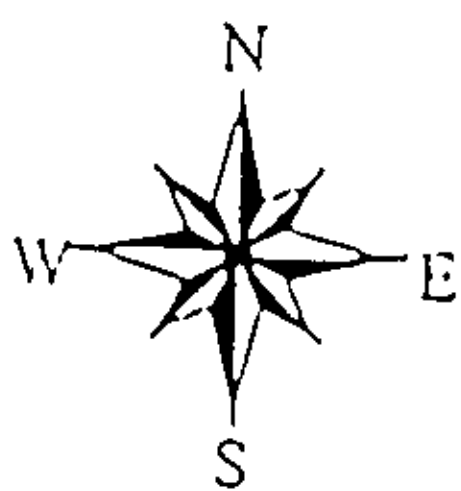
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

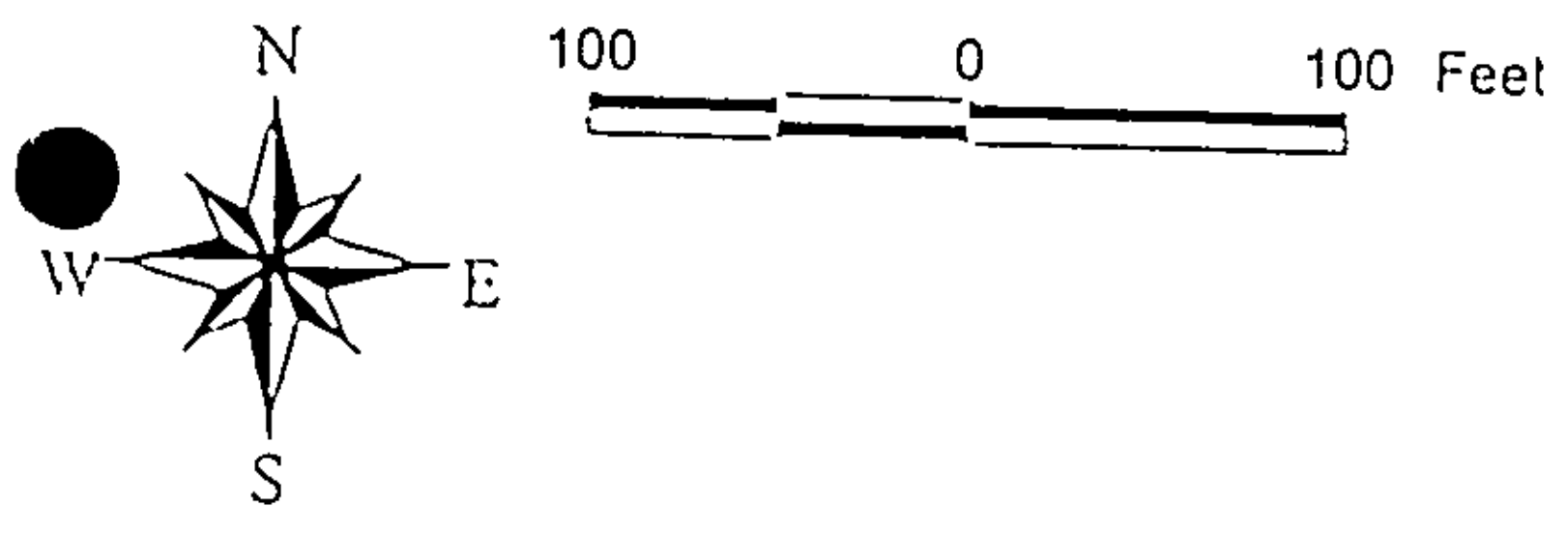
RZ98.00-22.00 - Littlefield - One Mile Radius



1000 0 1000 Feet



RZ98.00-22.00 - Littlefield - Close Up



Minutes of Planning Commission Meeting
January 11, 1999
Page 32

RZ98-22: REZONING
LITTLEFIELD INVESTMENT CO, PP 565

This request was submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. The property is zoned C-1, Neighborhood Commercial, and contains approximately 0.54 acres. The request is to rezone the property to C-2, Thoroughfare Commercial for the purpose of installing a used car lot.

Staff does not recommend the approval of the requested rezoning from C-1 to C-2 because there are adequate vacant C-2 parcels in the city to accommodate the proposed use. The Land Use Plan shows the area to be Community Commercial, therefore, the rezoning proposed is not consistent with the land use planning objective, principles, and policies of the land use and zoning plans.

Richard Osborne and Conway Massey were present on behalf of the project.

Commission Discussion

Osborne: I would like to address the items one and two that the land use planning objective, principles, and policies are not consistent with the General Plan 2020. There is C-2 in the area. It is across the street. It is the Mexican Original Plant. Other than that, there is C-2 in the City that is appropriate but not in that part of the city. We have had three inquiries in the past two years. One was for a small appliance repair which we did not feel would be appropriate there. The other was a flea market. We felt the used car lot is a better use for that area which we cannot do without C-2 zoning. I have a loose view of the General Plan. It is not sculpted in granite and therefore it can be altered. I feel this would an appropriate use in that area. This has not been the finest part of Fayetteville and it is upgrading and I think this will be a continuation of the upgrade. It's ugly now and we'd like to do something nice and progressive there. This would not increase the frequency of traffic or increase of population density. We would appreciate your fair consideration and the opportunity to improve the property. There is only one other used car lot in that area which is west of the what was formerly Watson's Super Market. I have the platted survey for staff.

Little: Thank you.

Public Discussion

None.

Further Commission Discussion

Odom: Car lots are only allowed in C-2. Is that correct?

Minutes of Planning Commission Meeting
January 11, 1999
Page 33

Little: That is correct.

Odom: Would we be able to grant a rezoning contingent upon it being for one particular use.

Little: No. That would not be advisable unless offered by the applicant.

Osborne: We will offer a Bill of Assurance that it will only be rezoned for a used car lot. If something else were to occur we would simply come back.

Hoffman: Is there not any way to grant a conditional use?

Little: No.

Forney: Rezoning is a really important part of our work and we need to exercise a lot of care. I think the General Land Use Plan should be our proper guide and I appreciate the staff's report. I appreciate the applicant's view that this area is not being used to its full potential. I am optimistic about the future of that intersection given the increased development north of there. Since this property is for lease, I think rezoning to accommodate a rental opportunity seems contingent and short sighted. Rezoning should be a long term decision.

Odom: I wasn't originally going to support this but since the offer of the Bill of Assurance, I'm not as concerned about it.

Forney: How does this work? What would happen to the zoning on the site after the lease expires?

Little: It would be C-1 or it could be used again for another used car lot.

MOTION

Mr. Odom made a motion to approve 98-22 to rezone the property from C-1 to C-2 with a Bill of Assurance that this will be used for a used car lot only and the zoning will revert to C-1 at the expiration of the lease or change in use.

Mr. Ward seconded the motion.

Further Discussion

Little: This will be limited to one use.

Minutes of Planning Commission Meeting
January 11, 1999
Page 34

Forney: How often do we do this?

Little: Limiting to one use is unusual. It says it is not appropriate for that zone except for that one use. It is not generally advisable to do that. I think at the City Council level the City Attorney will caution the Council against that.

Forney: Have we done this before?

Little: Not just for one use.

Forney: We have a mechanism and it may not address the specific cases as we think it should. We are putting ourselves in an awkward position. I think we'll see a lot of people come in here to rezone for just one use. That is not a good way to treat our land use plan. If we don't like the way our regulations are we should revise the regulations.

Odom: This would not be allowed as conditional use in C-1.

Upon Roll Call

Upon roll call, the motion passed with a vote of 5-4-0. Mr. Forney, Ms. Hoover, Ms. Johnson, and Mr. Tucker voted against the motion.

BILL OF ASSURANCE

This declaration of a Bill of Assurance is made this 15th day of January, 1999, by Littlefield Investment Co., owner of real property located in Fayetteville, Washington County, Arkansas, more particularly described as follows, to wit:

A part of the Northwest Quarter (NW¼) of the Northwest Quarter (NW¼) of Section Twenty-three (23), Township Sixteen (16) North, Range Thirty (30) West, being more particularly described as follows: Beginning at the Northeast corner of said 40 acre tract, said point being an existing railroad spike in Happy Hollow Road; thence S89°59'01"W along the north line of said 40 acre tract 190.80 feet; thence S00°22'50"E 141.99 feet to a chiseled 'X' in a concrete drive on the north right-of-way of State Highway 16E (Huntsville Road); thence S68°26'03"E along said right-of-way 205.70 feet to a set cotton spindle in Happy Hollow Road on the east line of said 40 acre tract; thence N00°22'50"W 217.66 feet to the point of beginning, containing 0.788 acres, more or less, Fayetteville, Washington County, Arkansas. The above described 0.788 acre tract being subject to the right-of-way of Happy Hollow Road along the entire east boundary.

WHEREAS, Littlefield Investment Co. has applied to the City of Fayetteville for a re-zoning of the above described real property from C-1 to C-2; and

WHEREAS, Littlefield Investment Co. desires to restrict the use of the property described hereinabove to a "used car lot" in the event the City Council accepts the recommendation of the Planning Commission passes an

ordinance re-zoning said real property C-2.

NOW, THEREFORE, Littlefield Investment Co. hereby declares that the real property described herein shall be held, developed, transferred, sold, conveyed, and occupied subject to the restriction that if it is zoned C-2 by the City Council of the City of Fayetteville the use thereof shall be restricted to a "used car lot". In the event that said property ceases to be used as a used car lot for one year, said property shall revert to C-1 zoning.

Nothing contained herein shall prohibit Littlefield Investment Co. from petitioning the City of Fayetteville for the removal of this Bill of Assurance or seeking a different zoning classification.

Executed this 1st day of January, 1999.

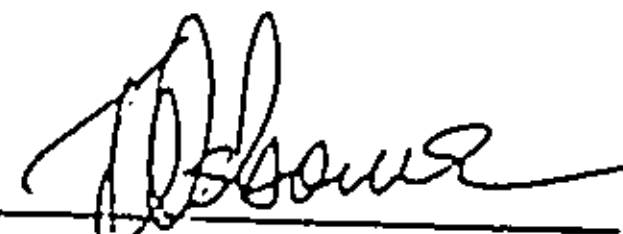
LITTLEFIELD INVESTMENT CO.

By Conway Massey
Conway Massey, Chairman

STATE OF ARKANSAS }
 } ss:
COUNTY OF WASHINGTON }

BE IT REMEMBERED that on this day came before the undersigned, a Notary Public, duly qualified, commissioned and acting within and for the aforesaid State and County, Conway Massey, Chairman of the Board of Directors of Littlefield Investment Co., and stated that he had executed the same on behalf of the corporation.

Witness my hand and said as such Notary Public this 15 day of
January, 1999.


RICHARD P. OSBORNE, Notary Public

My Commission Expires:

RICHARD P. OSBORNE, NOTARY PUBLIC
WASHINGTON COUNTY, ARKANSAS
MY COMMISSION EXPIRES 03-03-03



019913 10

STAFF REVIEW FORM

C.2 page 1
W/S HWY 265

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 6, 1999

FROM:

Ed Connell

Name

Engineering

Division

Public Works

Department

ACTION REQUIRED: Bid Waiver for a local company, Field Services Company, to provide immediate easement preparation and field negotiation assistance to city staff for water/sewer relocation on Hwy 265; Upset cost Limit of \$23,100.00.

COST TO CITY:

\$23,100

Cost of this Request

\$3,999,559

Category/Project Budget

Hwy 265 Water/Sewer Relocation
Category/Project Name5400-5600-5808.00

Account Number

\$ 588,603

Funds Used To Date

Program Name

97043-30

Project Number

\$3,410,956

Remaining Balance

Water/Sewer
Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached[Signature]
Budget Coordinator[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

[Signature]
Accounting Manager6/14/99
Date[Signature]
Internal Auditor6-14-99
Date[Signature]
City Attorney14 June 99
Date[Signature]
ADA Coordinator

Date

[Signature]
Purchasing Officer6-14-99
Date

STAFF RECOMMENDATION: Approval of Bid Waiver such that personnel of Field Service Company can begin assisting City staff at the earliest possible date and hopefully meet the projected deadlines.

[Signature]
Division HeadJune 14 '99
Date

Cross Reference

[Signature]
Department Director6-14-99
DateNew Item: Yes ☒ No ☐[Signature]
Administrative Services Director

Date

Prev Ord/Res #: _____

[Signature]
Mayor

Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

DATE: June 11, 1999

TO: Jerrv Rose, City Attorney

THRU: Charles Venable, Public Works Director *cas*
Jim Beavers, City Engineer *JB*

FROM: Ed Connell, Land Agent

RE: Bid Waiver
Easement Preparation and Negotiations
Water/Sewer Relocation -- Highway 265 (Crossover Rd.)
Field Services Company

By virtue of the attached letter, the land agents office has been informed that it will be necessary to prepare and negotiate between 50 and 55 Water/Sewer easements by September, 1999. Accordingly, it becomes imperative that the city engage an outside consultant and negotiator to assist in these efforts. It is further imperative that the outside assistance be brought on board as soon as possible if there is to be any hope of meeting the schedule as outlined in the attached letter.

Field Services Company, a local easement and right of way procurement organization, has worked with the city on many occasions in the past, and has indicated to us that one or more individuals would be made available to us on a timely manner. This office has estimated the following outside requirements for this project:

Total Project Man-hours:

55 parcels @ 20 man-hours/parcel = 1100 man-hours

City Land Agents and Preliminary Assistance:

55 parcels @ 7 man-hours/parcel = 385 man-hours (2.4 man-months)

Outside Assistance:

55 parcels @ 13 man-hours/parcel = 715 man-hours (4.5 man-months)

Field Services Co., being a local company, is the only organization of this nature within a 120 mile radius that has personnel immediately available to us for this purpose. Personnel are familiar with the City requirements, their rates are reasonable and in most cases considerably below other concerns which have to bring people in from outside Northwest Arkansas.

If this easement preparation and negotiations assistance project must go to bid, we anticipate at least six weeks of delay in advertising for bids, receiving and evaluating bids, selecting and

Jerry Rose
Easement Preparation & Negotiations
Bid Waiver
Page 2

negotiating a contract and getting people into the Fayetteville area to begin the work if a contractor from outside the area is selected.

This request of the City Council is for a bid waiver on this project such that the City can bring in Field Services Co. people as soon as possible to assist City staff in getting this project under way. The work by Field Services Co. will be performed on an hourly basis at a rate of \$26.25 plus expenses at cost(mileage, meals, lodging, telephone, etc) under the terms of a City Purchase Order. Some Field Service personnel may come from the Ft. Smith area. The following represents an upset limit on this project:

715 man-hours @ \$26.25/m-h =	\$18,768.75
Expenses, Est. @ 12.0% =	2,231.25
Subtotal	<u>\$21,000.00</u>
Contingency, 10%	<u>2,100.00</u>
Total Upset Limit	\$23,100.00



FIELD SERVICES COMPANY

5800 Duncan Road
Fort Smith, Arkansas 72903
(501) 452-3434

Mr. Ed Connell
C/O City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

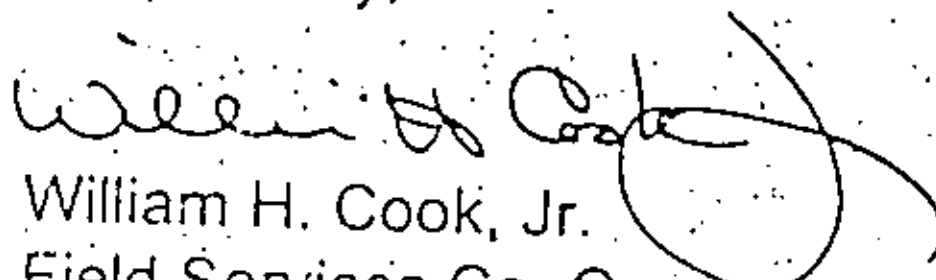
Re: Field Services Co.

Dear Ed:

Effective 1 January, 1999 the Field Services working day rate has changed from \$204.00 to \$210.00. The mileage rate remains the same @ \$.31/mile. All other reimbursable expenses will be billed at cost.

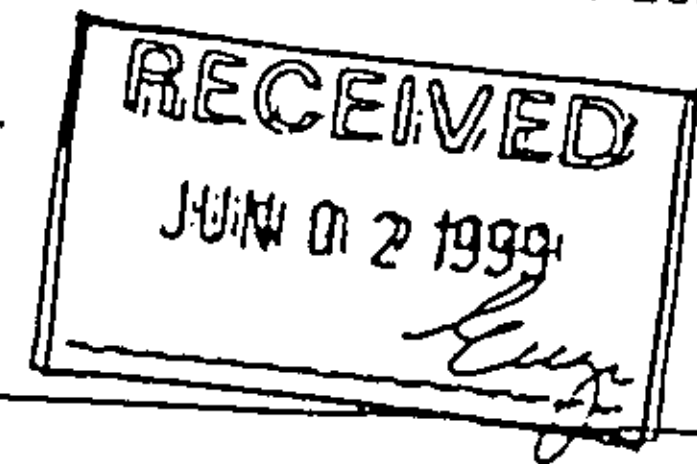
Should you have any questions, let me know.

Respectfully,


William H. Cook, Jr.
Field Services Co., Owner

FAYETTEVILLE

C.2 page 5
W/S HWY 265



THE CITY OF FAYETTEVILLE, ARKANSAS

June 2, 1999

Bob Tyler
Utilities/ROW
Arkansas Highway and Transportation Department
P.O. Box 2261
Little Rock, Arkansas 72203

Re: Highway 265 widening from Highways 16 to 45, AHTD Job 004999 (Utilities).

Dear sir, *Bob*

The following schedule is proposed for the water and sanitary sewer relocations:

(1) From Highway 16 to approximate station 46+00, Deerpath Estates:

proposed advertisement date - August 29, 1999
proposed bid opening date - September 15, 1999
proposed construction start date - October 1, 1999
proposed construction completion date - December 20, 1999

(2) From approximate station 46+00, Deerpath Estates to Highway 45:

proposed advertisement date - October 3, 1999
proposed bid opening date - October 20, 1999
proposed construction start date - November 15, 1999
proposed construction completion date - May 30, 2000

If you need any additional information please call.

Thank you,

A handwritten signature in cursive script, appearing to read "Charles".

Charles Venable,
Public Works Director

cc: Fred Hanna, Mayor, City of Fayetteville
Jim Beavers, City Engineer
Tom Harris, RN

STAFF REVIEW FORM

COPY

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of July 6, 1999

FROM:

Jim BeaversEngineeringPublic Works

Name

Division

Department

ACTION REQUIRED: Approval of:

- A. Proposed construction contract in the amount of \$845,815.50 with Sweetser Construction, Inc.
B. Approval of a project contingency in the amount of \$126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes ...
C. Council's approval for the Mayor to expend the full project contingency as the Mayor deems necessary for the completion the Poplar Street project.
D. Proposed budget adjustment for the project in the amount of \$160,142.83.

COST TO CITY:

\$972,687.83

Cost of this Request

\$914,591

Category/Project Budget

Poplar Street

Category/Project Name

4470-9470-5809.00

Account Number

\$102,046

Funds Used To Date

Street/Drainage

Program Name

97023-0020

Project Number

\$812,545

Remaining Balance

Sales tax

Fund

BUDGET REVIEW:

☒ Budgeted Item☒ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of items a -d above.

Jim Beavers
Division Head

Date

Jul 17 '99

Cross Reference

Department Director

Date

New Item: Yes ☐ No ☒

Administrative Services Director

Date

Prev Ord/Res #: 75-97

Mayor

Date

Orig Contract Date: 19 Aug 97

COPY

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: June 16, 1999

Re: Agenda Request, Council Meeting of July 6, 1999.

- A. Proposed construction contract in the amount of \$845,815.50 with Sweetser Construction, Inc.
- B. Approval of a project contingency in the amount of \$126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes ...
- C. Council's approval for the Mayor to expend the full project contingency as the Mayor deems necessary for the completion the Poplar Street project.
- D. Proposed budget adjustment for the project in the amount of \$160,142.83.

1. Project Background.

The engineering design contract for the street and drainage improvements was approved by the City Council August 19, 1997. The engineering contract did not include bidding and construction management.

2. Construction contract.

The design and right-of-way acquisitions have been completed and the project bids taken.

The project bids were opened on June 10, 1999. The City received two bids as follows:

McClinton-Anchor \$945,155.00.

Sweetser Construction \$845,815.50.

The low bid of \$845,815.50 from Sweetser Construction is within 10% of the engineer's estimate.

The Project Engineer, Milholland Company, and staff recommend that the City award the construction to the low Bidder, Sweetser Construction.

3. Budget and requested budget adjustment.

The 1999 project budget is \$914,591.00. The 1999 expenditures are \$102,046.00. The current budget balance is \$812,545.00.

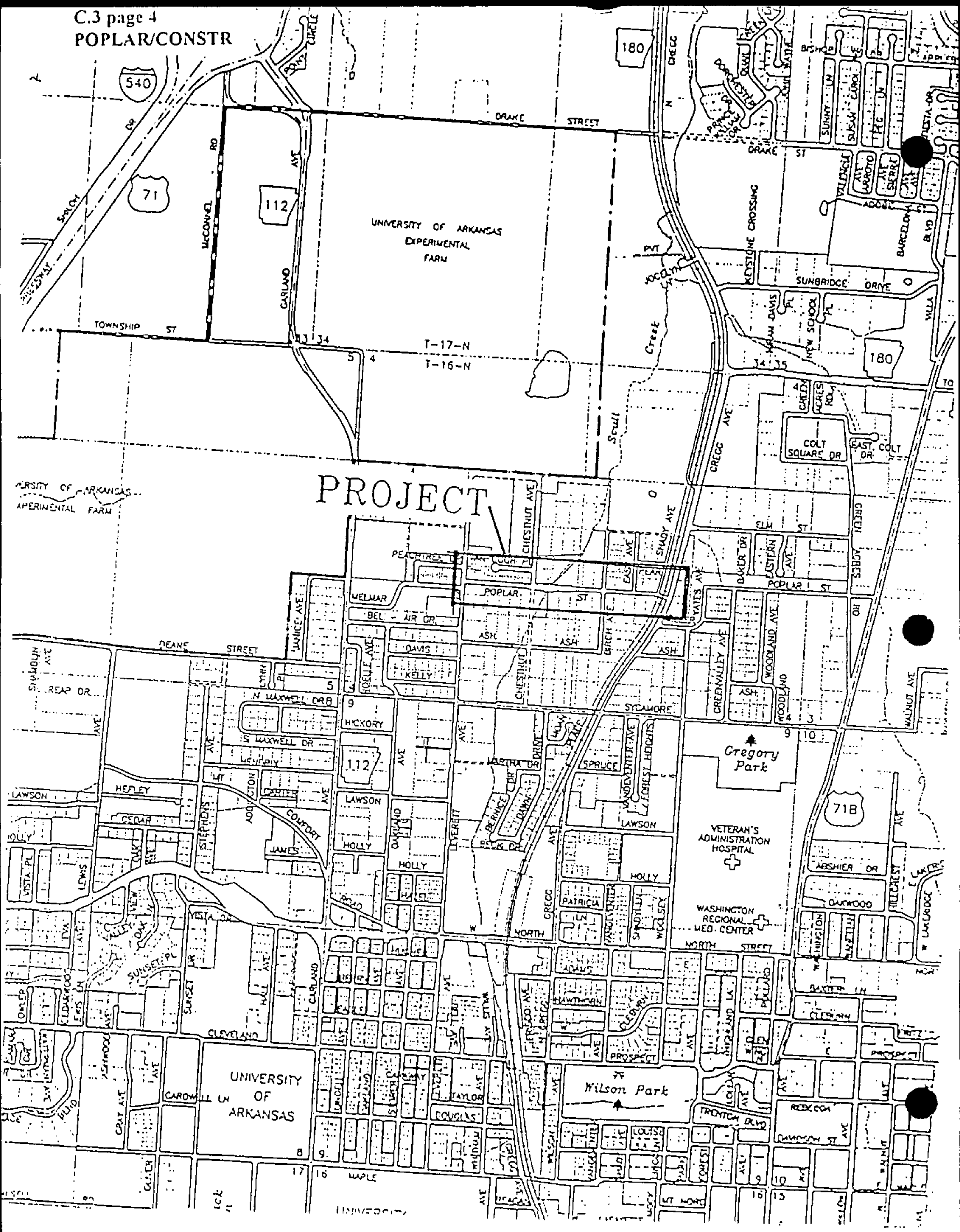
The total of the construction contract (\$845,815.50) and the 15% contingency (\$126,872.33) is \$972,687.83.

A budget adjustment of \$160,142.83 is requested at this time.

Please note, that some utility relocations may be required during construction. The majority of the franchised utility relocations should be at the utility companies' expense. However, some expense for utility relocations may be required to be funded from the requested contingency. Additional information will be provided if relocation agreements are found to be necessary.

enclosures:

1. Vicinity map
2. Construction contract (one original)
3. Budget Adjustment.



STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

COMDV

For the Fayetteville City Council meeting of July 6, 1999

FROM:

Jim BeaversEngineeringPublic Works

Name

Division

Department

ACTION REQUIRED: Approval of the engineering services contract amendment with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,607.00.

COST TO CITY:

\$71,607

Cost of this Request

\$914,591

Category/Project Budget

Poplar Street

Category/Project Name

4470-9470-5809.00

Account Number

\$30,439

Funds Used To Date

Street/Drainage

Program Name

97023-0020

Project Number

\$884,152

Remaining Balance

Sales tax

Fund

BUDGET REVIEW:

☒ Budgeted Item☐ Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Accounting Manager

Date

Internal Auditor

Date

City Attorney

Date

ADA Coordinator

Date

Purchasing Officer

Date

STAFF RECOMMENDATION: Approval of the engineering services contract.

Jim Beavers
Division Head

Date

June 17 '99

Cross Reference

Department Director

Date

New Item: Yes ☐ No ☒

Administrative Services Director

Date

Prev Ord/Res #: 75-97

Mayor

Date

Orig Contract Date: 19 Aug 97

COPY

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: June 16, 1999

Re: Agenda Request, Council Meeting of July 6, 1999.

Proposed engineering services contract amendment with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,607.00.

1. Project Background.

The engineering design contract for the street and drainage improvements was approved by the City Council August 19, 1997. The engineering contract did not include bidding and construction management.

2. Construction contract.

The design and right-of-way acquisitions have been completed and the project bids taken. The project bids were opened on June 10, 1999 with Sweetser Construction the low bidder at \$845,815.50.

The construction contract is also on the July 6, 1999 agenda as a separate proposed resolution.

3. Engineering contract.

An amendment to the engineering contract has been proposed by Milholland and reviewed by staff to provide engineering construction management. The proposed contract is a not-to-exceed cost of \$60,122.00 plus a cost of \$11,485.00 for "extra services as requested by the City" for quantity verifications for a total of \$71,607.00.

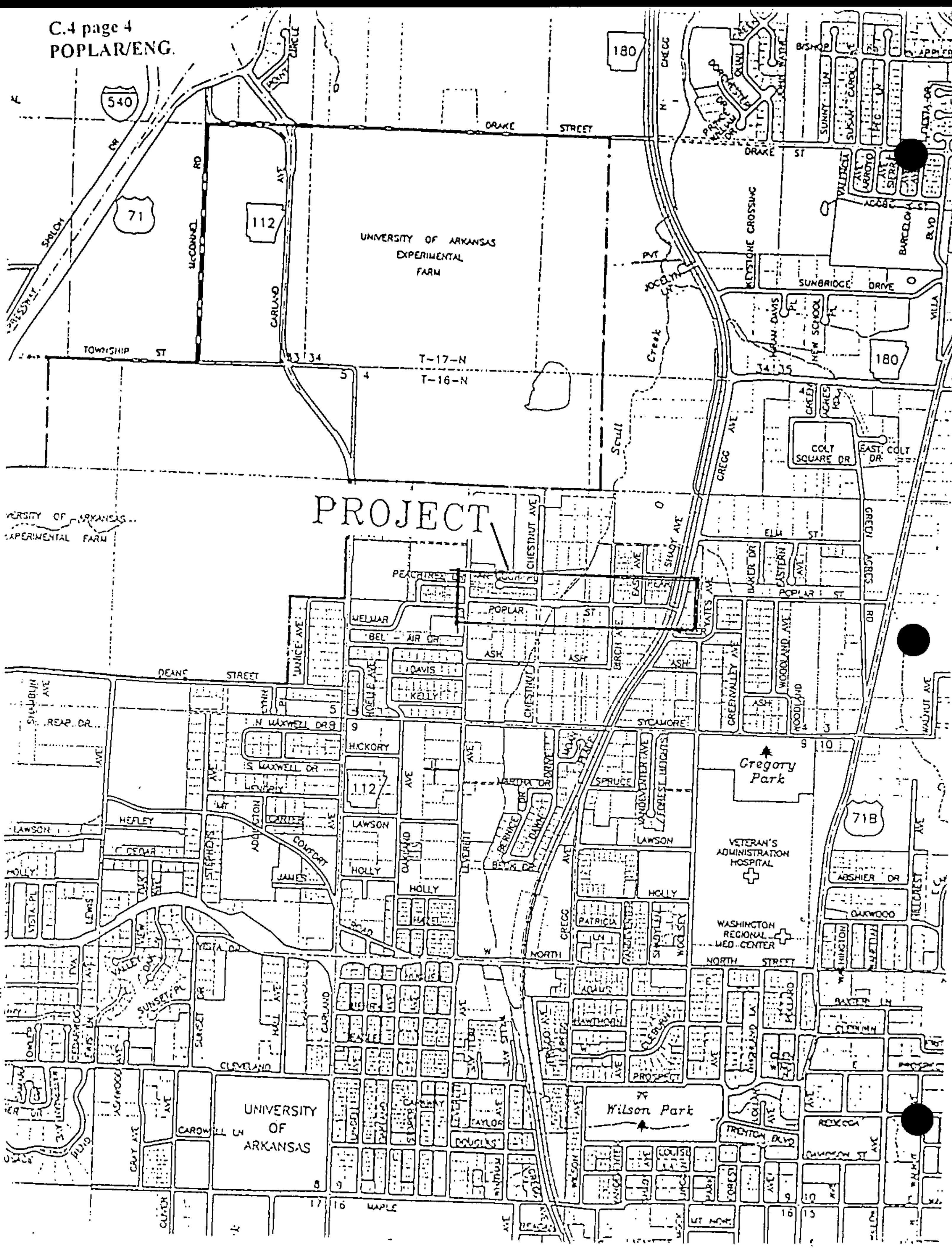


4. Budget and requested budget adjustment.

The 1999 project budget is \$914,591.00. The 1999 expenditures prior to this request are \$30,439.00.

enclosures:

1. Vicinity map
2. Engineering contract (one original)



STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of July 6, 1999

FROM:

Charlie Venable Public Works Director Public Works
 Name Division Department

ACTION REQUIRED: Approval of a supplemental transfer to the Fayetteville Youth Center to provide funding for facility repairs and approval of a budget funding the supplemental transfer.

COST TO CITY:

<u>\$ 100,000.00</u> Cost of this Request	<u>\$ 149,536.00</u> Category/Project Budget	<u>Transfers</u> Category/Project Name
<u>1010-5220-5718-00</u> Account Number	<u>\$ 149,536.00</u> Funds Used/Committed To Date	<u>Athletics</u> Program Name
<u> </u> Project Number	<u>\$ -0-</u> Remaining Balance	<u>General</u> Fund

BUDGET REVIEW: Budgeted Item XX Budget Adjustment Attached

[Signature] [Signature]
 Budget Manager Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marilyn J. Cramer</u> Accounting Manager	<u>6-24-99</u> Date	<u>[Signature]</u> Internal Auditor	<u>6-25-99</u> Date
<u>[Signature]</u> City Attorney	<u>6-24-99</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u>P. Vice</u> Purchasing Officer	<u>6-24-99</u> Date		

STAFF RECOMMENDATION:

<u>[Signature]</u> Division Head	<u> </u> Date
<u>[Signature]</u> Department Director	<u>6-28-99</u> Date
<u>[Signature]</u> Administrative Services Director	<u>6/28/99</u> Date
<u>[Signature]</u> Mayor	<u>6/28/99</u> Date

Cross Reference

New Item: **Yes** **No**

Prev Ord/Res #:

Orig Contract Date:

Orig Contract Number:

June 10th, 1999

City of Fayetteville
Attn: Vice Mayor - Trent Trumbo
113 W. Mountain
Fayetteville, AR 72701

Re: Fayetteville Youth Center

Mr. Trumbo,

Per our previous discussion, the existing Fayetteville Youth Center Facility is in desperate need of repair. Unfortunately, the F.Y.C.'s limited budget has kept us from addressing these needs. Attached is a list of items that need immediate attention. We have obtained bids on most of these items to keep the cost as reasonable as possible.

Your help in finding funds to address these maintenance items is greatly appreciated. Please advise if you need any additional information.

Sincerely,



Kevin Renner
F.Y.C. Board Chair

FAYETTEVILLE YOUTH CENTER
MAINTENANCE PRIORITY
MAY 21, 1999

	<u>Estimated Cost</u>
1) Roof	\$ 20,000
2) Asbestos Testing	2,000
3) Playground Equipment	30,000
4) Bathroom Partitions	4,000
5) Floor Surface - Green Gym	20,000
6) Equipment Improvements	10,000
7) Paint/Ceiling Tile/Lights	<u>15,000</u>
	\$100,000 =====

**City of Fayetteville, Arkansas
Budget Adjustment Form**

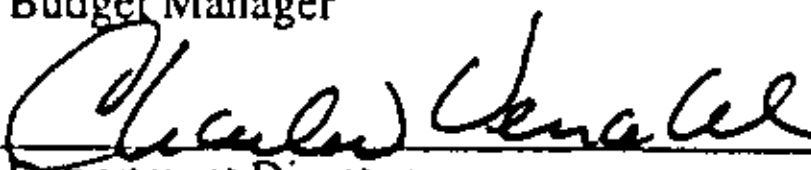
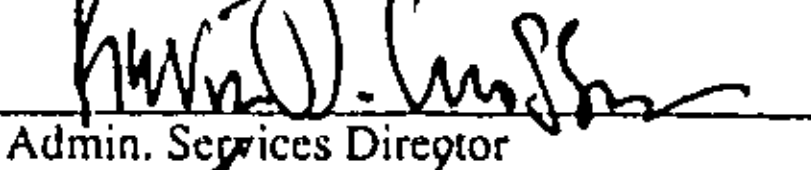
Budget Year 1999	Department: Public Works Division: Parks & Recreation Program: Athletics & Transfers	Date Requested 07/06/99	Adjustment #
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Project or Item Requested: A supplemental transfer to the Fayetteville Youth Center is requested.	Project or Item Deleted: None. Use of fund balance is proposed for this adjustment.
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Justification of this Increase: The supplemental transfer is requested to fund facility repairs at the Fayetteville Youth Center.	Justification of this Decrease: The City is scheduled to receive a refund for the 1996 Special Census. Washington County has advised the City that by the end of 1999 we should receive a refund of funds deposited to pay the cost of the 1996 Special Census.
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Increase Expense (Decrease Revenue)							
Account Name	Amount	Account Number				Project Number	
Transfer to Youth/Adult Center	100,000	1010	5220	5718	00		

Decrease Expense (Increase Revenue)							
Account Name	Amount	Account Number				Project Number	
Use of Fund Balance	100,000	1010	0001	4999	99		

Approval Signatures		Budget Office Use Only				
Requested By 	Date 6-24-99	Type:	A	B	C	<u>(D)</u> E
Budget Manager 	Date 6-28-99	Date of Approval				
Department Director 	Date 28 JUN 99	Posted to General Ledger				
Admin. Services Director 	Date 6/29/99	Posted to Project Accounting				
Mayor	Date	Entered in Category Log				

AGENDA REQUEST FORM

XXX AGENDA REQUEST, City Council meeting of July 6, 1999

<u>FROM:</u>	<u>Don Bunn</u>	<u>Public Works Admin</u>	<u>Public Works</u>
	Name	Division	Department

ACTION REQUIRED: Resolution approving the expenditure of \$25,000.00 toward the cost of paving a portion of Fox Hunter Road and approval of a Budget Adjustment.

COST TO CITY:

<u>\$ 25,000</u>	<u>\$ 2,134,132</u>	<u>Tranfers</u>
Cost-This Request	Category/Project Budget	Category/Project Name
<u>1010 6600 5732 00</u>	<u>\$ 2,134,132</u>	
Account Number	Funds Used To Date	Program Name
<u>99064-20</u>	<u>\$ -0-</u>	<u>General Fund</u>
Project Number	Funds Remaining	Fund Category

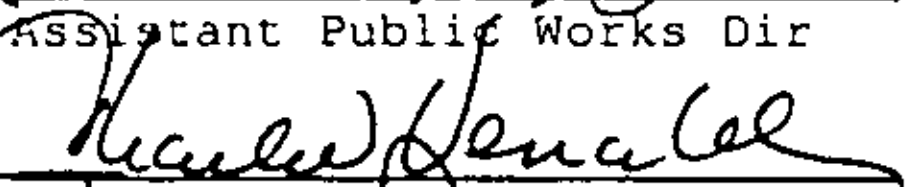
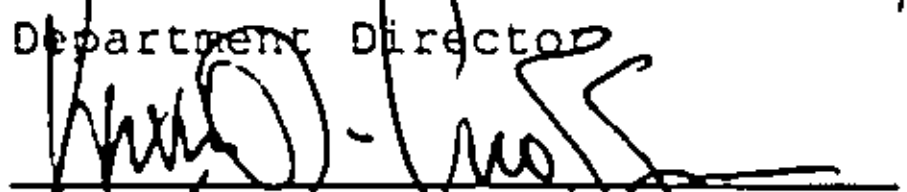
BUDGET/CONTRACT REVIEW:

BUDGET/CONTRACT REVIEW:

<u>[Signature]</u>	<u> </u> Budgeted Item	<u>X</u> Budget Adj.	<u> </u> Attached
<u>Budget Coordinator</u>	<u> </u> Date	<u>[Signature]</u> Administrative Services Director	<u>2/28/99</u> Date

<u>Marilyn J Cramer</u>	<u>6-21-99</u>	<u> </u>	<u> </u>
Accounting Manager	Date	ADA Coordinator	Date
<u>Rick H.</u>	<u>5-16-99</u>	<u>Yolanda Fuld</u>	<u>6-15-99</u>
City Attorney	Date	Internal Auditor	Date
<u>P Vice</u>	<u>6-21-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve a resolution authorizing the expenditure of \$25,000.00 toward the paving of a portion of Fox Hunter Road and approving a Budget Adjustment.

	6-9-99
Assistant Public Works Dir	Date
	6-21-99
Department Director	Date
	2/20/99
Admin Services Director	Date
	6/24/99
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res # : _____

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

June 9, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Fred Hanna, Mayor



Subject: Fox Hunter Road (County Road 75)
Request for Contribution Toward Paving Costs

Attached is a letter from Judge Jerry Hunton requesting that the City contribute a total of \$25,000.00 toward the paving of a 0.70 mile portion of Fox Hunter Road. The City's contribution would be used to upgrade the paving surface from chip and seal to hot-mix asphalt. Judge Hunton feels that since the traffic to and from the Paul Noland Wastewater Treatment Facility constitutes a large portion of the traffic load on the road, it is reasonable to ask the City to contribute toward the upgrade. The upgrade from chip and seal to hot-mix asphalt will provide a longer lasting more durable driving surface which will stand up much better to the heavier treatment plant traffic.

The Staff agrees with Judge Hunton and recommends that the Council approve the expenditure of \$25,000 to go toward providing a hot-mix surface for the portion of Fox Hunter Road in question. I have attached a plat which shows the part of the road planned for paving.

Funds for the project will come from Sales Tax Fund, Street Improvements.



JERRY HUNTON
County Judge

280 North College, Suite 210
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

June 9, 1999

Charles Venable
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Mr. Venable:

Washington County has scheduled paving the remaining gravel portion of Fox Hunter Road (CR 75) in 1999, a distance of .7 miles. Due to budget constraints, this will be a chip-seal project that is scheduled to be paved in the next two to three weeks. As you know, a chip-seal surface is routinely applied for residential roads with moderate traffic and lacks the structural strength required for sustained truck traffic.

Since City trucks coming from Wyman Road to City property and the Paul Noland Treatment Facility will constitute the majority of truck traffic, we are asking the City of Fayetteville to contribute \$25,000 to upgrade this section of road to a hot-mix overlay, which will result in a much stronger and longer lasting road surface and alleviate much of the damage the trucks will inflict.

Thank you for your consideration of this matter.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Jerry Hunton", is written over a horizontal line.

Jerry Hunton
Washington County Judge

JH/lm

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 1999	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 06/15/99	Adjustment #
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Project or Item Requested:
Funding is requested to cost share in improving Fox Hunter Road.

Project or Item Deleted:
None. Use of fund balance is proposed for this adjustment.

Justification of this Increase:
Washington County is planning a chip-seal improvement to Fox Hunter Road and has requested funds from the City to upgrade to an asphalt overlay improvement.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Transfer to Washington County	25,000	1010 6600 5732 00	99064 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	25,000	1010 0001 4999 99	

Approval Signatures

	6-22-99
Requested By	Date
	6-22-99
Budget Manager	Date
	6-22-99
Department Director	Date
	22 JUN 99
Admin. Services Director	Date
	6/22/99
Mayor	Date

Budget Office Use Only

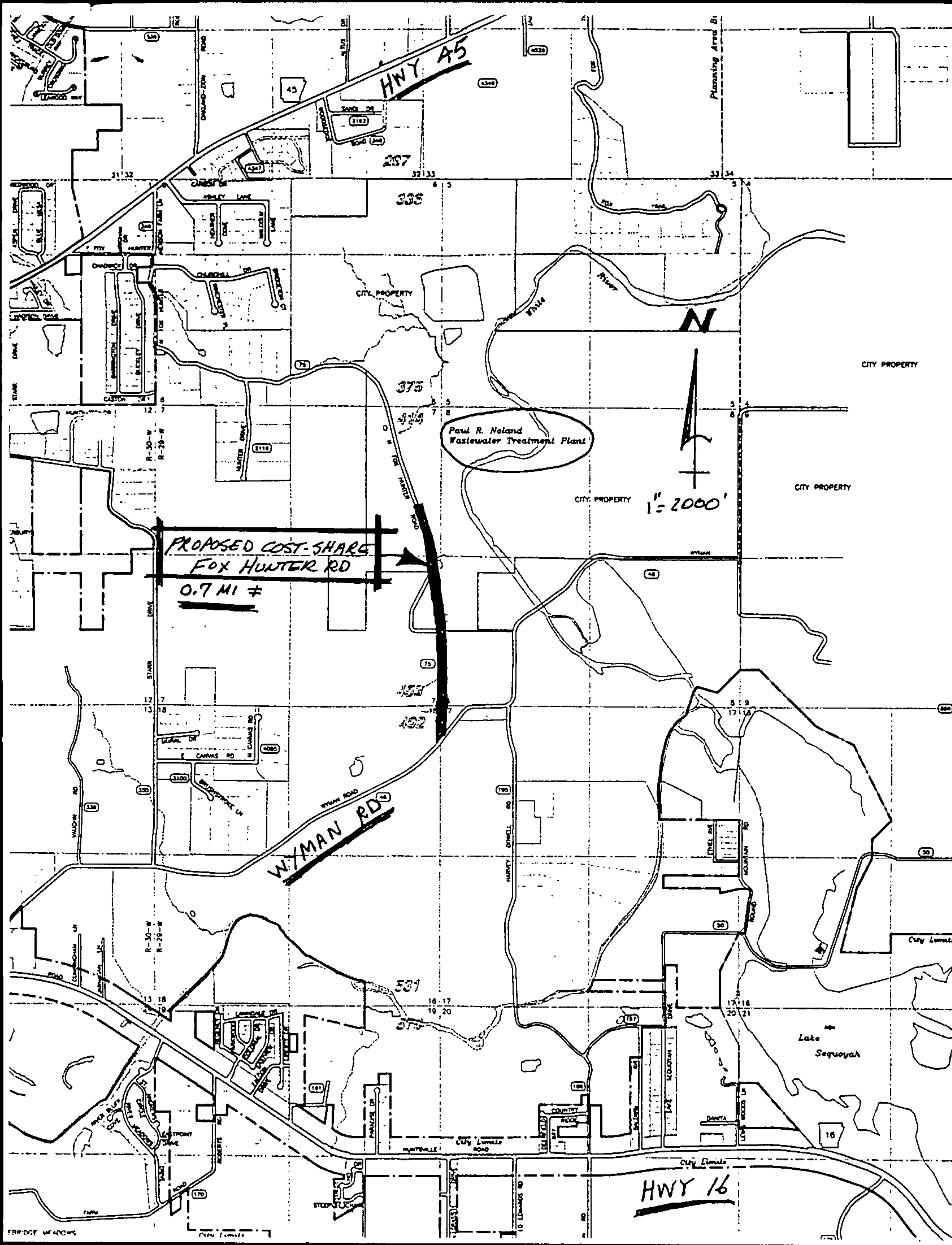
Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____



AGENDA REQUEST FORM

XXX AGENDA REQUEST, City Council meeting of July 6, 1999

<u>FROM:</u>	<u>Don Bunn</u>	<u>Public Works Admin</u>	<u>Public Works</u>
	Name	Division	Department

ACTION REQUIRED: Resolution approving the expenditure of \$25,000.00 toward the cost of paving a portion of Fox Hunter Road and approval of a Budget Adjustment.

COST TO CITY:

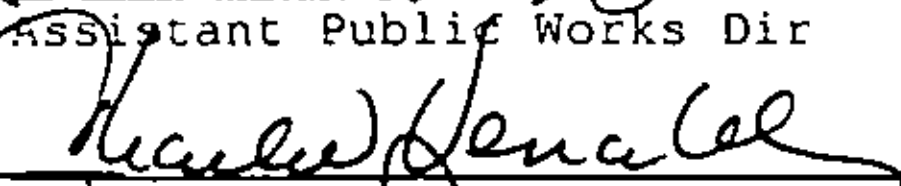
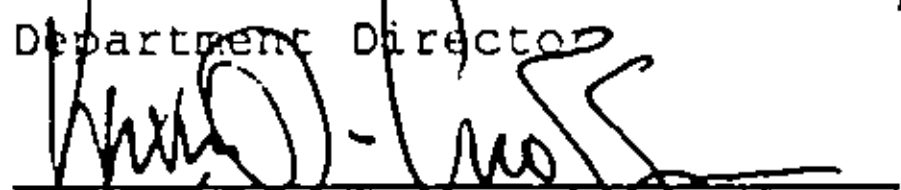
<u>\$ 25,000</u>	<u>\$ 2,134,132</u>	<u>Transfers</u>
Cost-This Request	Category/Project Budget	Category/Project Name
<u>1010 6600 5732 00</u>	<u>\$ 2,134,132</u>	<u>Program Name</u>
Account Number	Funds Used To Date	
<u>99064-20</u>	<u>\$ -0-</u>	<u>General Fund</u>
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW:

BUDGET/CONTRACT REVIEW: _____ Budgeted Item X Budget Adj. Attached _____
[Signature] _____
 Budget Coordinator Date Administrative Services Director [Signature] 2/11/16
 Date

<u>Marilyn J. Craver</u>	<u>6-21-99</u>	<u>ADA Coordinator</u>	<u>6-15-99</u>
Accounting Manager	Date	Yolanda Fields	Date
<u>Rich D.</u>	<u>5-16-99</u>	<u>Internal Auditor</u>	
City Attorney	Date		
<u>P. Vice</u>	<u>6-21-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve a resolution authorizing the expenditure of \$25,000.00 toward the paving of a portion of Fox Hunter Road and approving a Budget Adjustment.

	6-9-99
Assistant Public Works Dir	Date
	6-21-99
Department Director	Date
	2 JUN 99
Admin Services Director	Date
	6/24/99
Mayor	Date

Cross Reference

New Item: **Yes** No

Prev Ord/Res #:

Orig Contract Date:_____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

June 9, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director

Fred Hanna, Mayor

Subject: Fox Hunter Road (County Road 75)
Request for Contribution Toward Paving Costs

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Funds for the project will come from Sales Tax Fund, Street Improvements.



JERRY HUNTON
County Judge

280 North College, Suite 210
Fayetteville, AR 72701

WASHINGTON COUNTY, ARKANSAS
County Courthouse

June 9, 1999

Charles Venable
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Dear Mr. Venable:

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Thank you for your consideration of this matter.

Sincerely yours,

Jerry Hunton
Washington County Judge

JH/lm

**City of Fayetteville, Arkansas
Budget Adjustment Form**

Budget Year 1999	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested 06/15/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Funding is requested to cost share in improving Fox Hunter Road.

Project or Item Deleted:
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Justification of this Increase:
Washington County is planning a chip-seal improvement to Fox Hunter Road and has requested funds from the City to upgrade to an asphalt overlay improvement.

Justification of this Decrease:

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Transfer to Washington County	25,000	1010 6600 5732 00	99064 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	25,000	1010 0001 4999 99	

Approval Signatures

	6-22-99
Requested By	Date
	6-22-99
Budget Manager	Date
	6-22-99
Department Director	Date
	22 JUN 99
Admin. Services Director	Date
	6/22/99
Mayor	Date

Budget Office Use Only

Type: A B C D E

Date of Approval _____

Posted to General Ledger _____

Posted to Project Accounting _____

Entered in Category Log _____



CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

A meeting of the Fayetteville City Council will be held on July 6, 1999, at 6:30 p.m. in Room 219 of the City Administration Building located at 113 W. Mountain Street, Fayetteville, Arkansas.

The following items will be considered:

- **NOMINATING COMMITTEE REPORT:** Nomination of David Bruce Hawkins to the Cable Board to fill the vacancy made by Dwain Cromwell.
- A. CONSENT AGENDA**
 - **APPROVAL OF MINUTES:** Approval of minutes from the June 15, 1999 Meeting City Council meeting.
 - 1. ARKANSAS AVENUE SIDEWALK:** A resolution approving a construction contract with APAC-Arkansas, Inc., McClinton-Anchor Division for Arkansas Avenue Sidewalk Reconstruction in the amount of \$54,654.35; a project contingency in the amount of \$13,488.15; materials testing funding in the amount of \$2,000.00; and a budget adjustment to fully fund the project.
 - 2. LAND PURCHASE:** A resolution authorizing the City to purchase 0.22 acres of land, including an improvement (old service station) from Jerry L. Sciacca for \$46,565.00 plus closing costs in association with the extension of Sixth Street from Wood Avenue to East Huntsville Road.
 - 3. EASEMENT ACQUISITION:** A resolution approving the acquisition of an easement from Mr. Jerry Sweetser for the placement of a city sign on Hwy 45. Further, approving the conveyance of a portion of right-of-way (old 24th Street curve) to Mr. Sweetser as consideration for the above acquisition.
 - 4. SANITARY SEWER REHABILITATION:** A resolution approving an engineering agreement with The RJN Group, Inc., in the amount of \$498,879, and a 10% contingency of \$49,888, for engineering design and construction inspection for Sanitary Sewer Rehabilitation, Illinois River Basins 6-9 and 16, and White River Minisystem 9.
 - 5. TELEPHONE UPGRADE/Y2K COMPLIANCE:** A resolution approving Bid Award 99-56 for the Telephone Upgrade/Y2K Compliance project to Midwestern Telephone, Inc. in the amount of \$53,228.13, plus a project contingency of \$29,000.00 for a total project cost of \$82,228.13.
 - 6. STEELE BOULEVARD/VAN ASCHE:** A resolution approving a proposed cost-share increase with NANCHAR, INC. and Marjorie S. Brooks (CMN) in the amount of \$116,291.00 for the earthwork, grading and subgrade work on the sections of Steele Boulevard and Van Asche for which the City has previously agreed to cost-share.
 - 7. STEELE BOULEVARD BRIDGE:** A resolution approving a 50/50 cost share for the actual construction costs of the Steele Boulevard Bridge over Mud Creek with NANCHAR, INC. and Marjorie S. Brooks (CMN). The bids will be opened July 6, 1999 and the costs provided to the City Council at the July 6, 1999 meeting.
- B. OLD BUSINESS**
 - 1. WASHINGTON SCHOOL GYM:** Discussion of additional funding for a brick facade for the Washington School gymnasium.
- C. NEW BUSINESS**
 - 1. RZ 98-22:** An ordinance for RZ 98-22 submitted by Richard Osborne on behalf of Littlefield Investment Company for property located at 1798 East Huntsville Road. THIS ITEM WILL BE POSTPONED UNTIL THE JULY 20, 1999 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.
 - 2. WATER/SEWER RELOCATION HWY 265:** An ordinance approving a bid waiver for a local company, Field Service Company, to provide immediate easement preparation and field negotiations assistance to city staff for water/sewer relocation on Hwy 265; upset cost limit of \$23,100.00
 - 3. POPLAR STREET IMPROVEMENTS-CONSTRUCTION:** A resolution approving:
 - A. A construction contract with Sweetser Construction in the amount of \$845,815.50 for the Poplar Street project.
 - B. A project contingency in the amount of 126,872.33 (15%) for use as needed for testing, quantity variations, utility relocations, changes.
 - C. Approval for the Mayor to expend the full project contingency as the mayor deems necessary for the completion of the Poplar Street project.
 - D. Budget adjustment for the project in the amount of \$160,142.83.
 - 4. POPLAR STREET IMPROVEMENTS - ENGINEERING:** A resolution approving a contract amendment for engineering services with Milholland Company to add bidding and construction management for the Poplar Street Improvements in the amount of \$71,601.00.
 - 5. FAYETTEVILLE YOUTH CENTER FUNDING:** A resolution approving a supplemental transfer to the Fayetteville Youth Center to provide funding for facility repairs and approval of a budget adjustment.
 - 6. FOX HUNTER ROAD:** A resolution approving the expenditure of \$25,000.00 toward the cost of paving a portion of Fox Hunter Road and approval of a budget adjustment.
 - 7. TREATMENT PLANT:** Discussion of current status report on the wastewater treatment plant.