

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL SEPTEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on September 7, 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. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 17, 1999 City Council meeting.
2. **BENHAM GROUP:** A resolution approving Amendment No. 2 with the Benham Group for inspections services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00 and a budget adjustment.
3. **BID 99-66:** A resolution awarding Bid 99-66 to Williams Ford Tractor and Equipment in the amount of \$50,499.00 for the purchase of a heavy duty skid steer with attachments.
4. **DESTRUCTION OF RECORDS:** A resolution authorizing the destruction of selected City record originals which have been maintained for the required length of time and which have been microfilmed.
5. **SYCAMORE / LEVERETT - ENGINEERING:** A resolution approving a contract with Garver Engineers for engineering services for the bidding and construction phases of the Sycamore / Leverett intersection and drainage improvements in the not-to-exceed amount of \$55,050.00.
6. **SYCAMORE / LEVERETT - CONSTRUCTION:** A resolution approving a construction contract for Bid 99-68, Sycamore / Leverett intersection and drainage improvements, to Sweetser Construction in the amount of \$522,695.30; project contingency of \$88,270.00; and a budget adjustment of \$136,825.00

7. **RUPPLE ROAD:** A resolution approving a construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00 and a project contingency of 15% of the construction cost, \$98,835.00. The total amount requested is \$757,735.00; and approval of budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.
8. **FEDERAL AVIATION LEASE:** A resolution approving a lease with the Federal Aviation Administration for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33. This lease replaces their expired lease for a 2,205.05 square foot building at a rate of approximately \$11.75 per square foot annually. The Airport Board approved this lease at their August 1999 meeting.
9. **TOWER SITE:** A resolution approving an agreement with MSA Limited Partnership (Alltel Communications) for lease of tower space on the Gully Road Water Tank for the purpose of installing radio communications equipment and appurtenances (building and antenna).

B. OLD BUSINESS

1. **RZ 99-16.10:** An ordinance approving rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The request was left on the second reading at the August 17, 1999 meeting.

C. NEW BUSINESS

1. **VA 99-9:** An ordinance approving vacation request VA 99-9 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for Lots 1 and 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20' utility easement between Lots 1 and 3.
2. **VA 99-10:** An ordinance approving vacation request VA 99-10 submitted by Tim McMahon on behalf of McMahon Brothers Construction Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northernmost 2' of the 10' utility easement along the south property line.

3. **PLANNING COMMISSION APPEAL:** An appeal regarding the decision of the Planning Commission to deny rezoning requests RZ 99-18, RZ 99-19, RZ 99-20, RZ 99-21, RZ 99-22, and RZ 99-23.
4. **BID 99-67:** A resolution awarding Bid 99-67 to the lowest bidder, Presto Products Co., for the purchase of plastic trash bags to be used in our volume-based sanitation rate program in the amount of \$165,935 and a budget adjustment in the amount of \$34,945.
5. **OAK GROVE VACATIONS:** An ordinance approving the vacation of three 1988 water/sewer easements across Lots 1, 5 and 6, all in Block 4 of Drake's Replat of Block 4 of Gates Subdivision of Oak Grove Addition. The vacated easements will be replaced with new easements associated with the actual line location.
6. **BID WAIVER:** An ordinance approving a bid waiver to purchase one "Test Release" diesel-powered 4-wheel drive 80/82 HP tractor with full new unit factory supported warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division, and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.
7. **GREATHOUSE PARK:** Discussion and possible action regarding the Greathouse Park Bridge and the tree removal required due to flood prevention for its construction.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 17, 1999**

A meeting of the Fayetteville City Council was held on August 17, 1999 at 6:30 p.m. in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Daniel, Santos, Young, Russell; City Planner Tim Conklin; Public Works Director Charles Venable; Administrative Services Director Kevin Crosson; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press, and Audience.

ABSENT: Alderman Trumbo

ITEMS DISCUSSED

Approval of minutes
Mt. Olive Water Association
Detention Center
Family Violence Shelter
Shelter Rehabilitation
Hwy 265 Utility Relocation
Rezoning RZ 99-16.10
Rezoning RZ 99-17.00
Amber Drive Street Name Change
Dickson Street Water and Sewer Relocations
Cell Tower Ordinance

ACTION TAKEN

Minutes approved
Approved Res. 105-99
Approved Res. 106-99
Approved Res. 107-99
Approved Res. 108-99
Approved Res. 109-99
Left on second reading
Passed Ord. 4177
Failed
Approved Res. 110-99
Left on second reading

CITY COUNCIL

September 7, 1999

ROLL	ROLL				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
MAYOR HANNA	✓				
	BP RR. CONSENT.				
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
MAYOR HANNA					
	8-0-0.				
	Consent				
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
MAYOR HANNA					

CITY COUNCIL

September 7, 1999

ROLL	PASSED. RZ 99-16.10				
SANTOS	✓				
YOUNG	A				
RUSSELL	N				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
MAYOR HANNA					
	6-1-1 HD BD 2ND V/A 99-9	RA 3RD CY. 3RD	PASSED.		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA					
	8-0-0. RA 2ND V/A 99-10	8-0-0. BD KS. 3RD	8-0-0. PASSED.		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA					
	8-0-0.	8-0-0.	8-0-0.		

CITY COUNCIL

September 7, 1999

KS 2ND TT. KS 3RD
RZ 99-18 RZ 99-19 H. RZ 99-20 RZ 99-21 RZ 99-22 99-23.

ROLL	P.C. APPEAL				
SANTOS	✓	✓			
YOUNG	✓	✓			
RUSSELL	✓	✓			
REYNOLDS	✓	✓			
AUSTIN	✓	✓			
DAVIS	✓	✓			
TRUMBO	✓	✓			
DANIEL	✓	✓			
MAYOR HANNA					
	8-0. KP HD BID 99-67	8-0			
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
MAYOR HANNA					
	2-1-0 BD K2 2ND. BD KS. 3RD. OAK GROVE VACATION			PASS	
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA					
	8-0.	8-0.	8-0.0		

CITY COUNCIL

September 7, 1999

ROLL	2 ND PA K.2 BID WAIVER	3 RD HD BD.	PASS		
SANTOS	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL	✓	✓	✓		
REYNOLDS	✓	✓	✓		
AUSTIN	✓	✓	✓		
DAVIS	✓	✓	✓		
TRUMBO	✓	✓	✓		
DANIEL	✓	✓	✓		
MAYOR HANNA					
	8-0	8-0.	8-0.		
GREAT HOUSE PARK					
SANTOS					
YOUNG					
RUSSELL					
REYNOLDS					
AUSTIN					
DAVIS					
TRUMBO					
DANIEL					
MAYOR HANNA					
SANTOS	✓				
YOUNG	✓				
RUSSELL	✓				
REYNOLDS	✓				
AUSTIN	✓				
DAVIS	✓				
TRUMBO	✓				
DANIEL	✓				
MAYOR HANNA					
	8-0-0				

adjourned11:05 PM.

P.C. APPEAL.

CITY COUNCIL

September 7, 1999

ROLL	P2 99-18		P2 99-19		
SANTOS	N		N		
YOUNG	N		N		
RUSSELL	N		N		
REYNOLDS	N		N		
AUSTIN	N		N		
DAVIS	N		N		
TRUMBO	N		N		
DANIEL	N		N		
MAYOR HANNA	3-5-0		0-8-0		
	P2 99-20		P2 99-21		
SANTOS	N		N		
YOUNG	N		N		
RUSSELL	N		N		
REYNOLDS	N		N		
AUSTIN	N		N		
DAVIS	N		N		
TRUMBO	N		N		
DANIEL	N		N		
MAYOR HANNA	0-8.		0-8-0.		
	P2 99-22		P2 99-23		
SANTOS	N		N		
YOUNG	N		N		
RUSSELL	N		N		
REYNOLDS	N		N		
AUSTIN	N		N		
DAVIS	N		N		
TRUMBO	N		N		
DANIEL	N		N		
MAYOR HANNA	0-8-0.		3-5-0.		

THE CITY OF FAYETTEVILLE, ARKANSAS

**TENTATIVE AGENDA
FAYETTEVILLE CITY COUNCIL
SEPTEMBER 7, 1999**

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B. OLD BUSINESS

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C. NEW BUSINESS

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OF THE
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AUGUST 17,1999**

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PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Daniel, Santos, Young, Russell; City Planner Tim Conklin; Public Works Director Charles Venable; Administrative Services Director Kevin Crosson; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press, and Audience.

ABSENT: Alderman Trumbo

PROCLAMATION

Alderman Daniel introduced Brenda Thiel, Wanda Stephens and Berta Sykes. They presented the Women's Equality Day proclamation, read by Brenda Thiel, declaring August 26, 1999 as Women's Equality Day in Fayetteville.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the August 3, 1999 City Council meeting.

MT. OLIVE WATER ASSOCIATION

A resolution authorizing the City to grant a water line permanent and temporary construction easement (0.455 acres) to Mt. Olive Water Association for the construction and operation of a water line along the East Boundary of Lake Wilson.

RESOLUTION 105-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

DETENTION CENTER

A resolution authorizing the Mayor and City Clerk to convey 186 square feet of City property to Washington County, Arkansas as outlined by the footprint of the Washington County Detention Center on City-owned property west of Mill Avenue.

RESOLUTION 106-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

FAMILY VIOLENCE SHELTER

A resolution approving a contract with Foster Witsell Evans and Rasco for architectural services in conjunction with construction of a Shelter and offices for the Project for Victims of Family Violence. Compensation for architectural services and engineering costs is \$51,900 with a project contingency of \$5,190 for a total cost of \$57,090.

RESOLUTION 107-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

SEWER REHABILITATION

A resolution approving change orders to the sewer rehabilitation construction contracts for a net reduction of \$27,623.44. Cost changes include:

- a. Insituform, TexArk, for an increase of \$69,370.50
- b. Jones Brothers, Inc. for a reduction of \$75,495.30
- c. T-G Excavating, for a reduction of \$21,498.64

RESOLUTION 108-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

HIGHWAY 265 UTILITY RELOCATION

A resolution approving the Highway-Utility Construction / Relocation agreement with the Arkansas State Highway and Transportation Department for water and sewer relocations and adjustments on Highway 265 (between Highways 45 and 16.) Per the agreement, \$1,465,759.34 (51.44%) of the actual cost of the eligible portions will be reimbursable to the City by the Highway Department.

RESOLUTION 109-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

No old business.

NEW BUSINESS

RZ 99-16.10

An ordinance approving the rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood

Commercial.

Mr. Rose read the ordinance for the first time.

Alderman Daniels agreed with staff. She felt they had a lot of commercial zoning available. She thought they needed to move toward infill with commercial zoning in the area.

Alderman Austin questioned the type of business Mid-South Enterprises was.

Mr. Carlisle, attorney for the owner of Mid-South (Sam Rogers), had developed property for over 30 years in this area. He explained they had made an application for C-2 zoning. They had amended their application to comply with what was now being recommended by the Planning Commission. They had tried to zone the property in order for it to provide services of every kind that was not available on Wedington Drive at the present time. Wedington Drive is one of the places the City had with residential area that did not have any of the services that were available on Highways 71 or 62. They were trying to make those services available. Knowing the history of Sam Rogers, if he said he was going to develop, he was going to develop it.

Alderman Davis stated there were no commercial areas in this location except for the C-2, which was east of Salem at this point. There was a lot of housing in this area and the city was going to continue to grow west. He thought this was something that would benefit the people out west. He was for the rezoning.

Alderman Daniel stated she had received a lot of calls from the people in the Salem area. They were very concerned that people were taking advantage of them because the land was cheaper out there. There had been some development which had devalued the property. There was no guarantee of the quality that was going to go in there.

Alderman Reynolds stated he was in favor of the C-1 zoning because the people he had spoken to did not want C-2 zoning. He noted they had done everything the Planning Commission had asked them to do. He thought they should support them.

Alderman Russell asked City Planner Tim Conklin if the property east of the subject property followed the 2020 Plan. Mr. Conklin replied that the land was planned to be commercial.

Alderman Santos thought with all the residential growth out there, a commercial C-1 zoning was appropriate zoning for this area. They were supposed to provide services for commercial services for neighborhoods to keep people from having to drive. The Planning Commission had approved the rezoning 6-2-0. He thought it would be the proper thing to do with the property.

Alderman Daniel thought it would be a good idea to leave the rezoning on the first reading

because it was a significant rezoning.

Mayor Hanna recalled in the 1980s when they were working on their twenty year plan. It had been recommended to set aside 500 acres in that area for commercial property to possibly have a second mall. They were going to have to have commercial property to service the area. He thought the rezoning was very appropriate.

Mr. Conklin stated the Planning Department had not received an opposition to the rezoning.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

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 Santos seconded the motion. Upon roll call the motion failed by a vote of 4-2-1. Daniel and Russell voted nay; Young abstained.

Mr. Rose stated the ordinance would remain on the second reading. It required a 2/3 vote to move to the third and final reading.

RZ 99-17

An ordinance approving rezoning request RZ 99-17 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-2, Medium Density Residential, and contains approximately 4.77 acres. The request is to rezone the property to R-O Residential Office.

Mr. Rose read the ordinance for the first time.

Alderman Russell moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

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

Mayor Hanna called for the vote. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

ORDINANCE 4177 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AMBER DRIVE

A resolution approving the changing of the name of Hackberry Street to Amber Drive, to make Amber the continuous street name running east and west through the Charleston Place P.U.D.

Mayor Hanna stated he had received a call from Ms. Cunningham, a resident on Hackberry, who had been a long time resident there. He had gone over this with staff. He explained when the first entrance off Mission had been named Amber Drive. When the street went in there were two or three possible directions the street could have gone.

Alderman Daniel stated she had driven through the area. She thought it was a matter of practicality. Hackberry was very short compared to Amber Drive.

Alderman Davis explained the residents along Hackberry had been there for over twenty years. Neither of the two residents on Hackberry wanted the street name changed because of all the things they would have to change. The only people the name change would affect as far as 911 would be those two residences. They would like for the council to vote this down because of their longevity on that street.

Alderman Daniel stated she was thinking about making a motion where the name change would not go into affect for one year to give the residents time to make the changes.

Alderman Santos expressed concern about emergency vehicles being misled by street names.

Mayor Hanna explained when someone has lived at an address for over 20 years or more, a lot of people you would not normally hear from every year would have the address.

Alderman Russell agreed that it was an inconvenience, but compared it with the safety of the residents. What bothered him was that the plat of the subdivision had been conditionally approved on the street name change. He questioned if the developer could explain the convenience to the residents. He read a letter from one of the area residents.

Alderman Santos thought the letter was more of an opposition to the subdivision rather than the street name change.

Mr. Venable stated he had looked at the complaints listed in the letter. There were a couple of trees down. They could not tell if they were on her property or not, but they would have them removed as soon as they could. They did have a drain that came across the yard and went into the street. With it there was supposed to be a swell cut which would run back into the ditch. The sidewalk would have to be worked out with the drainage. All these things they would make sure were done as they finish the development. They had not been aware of the problems until they received this letter.

Alderman Austin expressed concern that the impact of this development was on the longtime residents rather than the developer. They were not gaining anything other than the expense and inconvenience of changing their address and some adverse living conditions. He thought the developer could compensate for their inconvenience.

Alderman Daniel asked if the residents had been notified.

Mr. Conklin replied the residents had been notified of the preliminary plat back in 1997 when it was approved. He had looked in the file and the Cunninghams were on the notification list. In regards to the street connection, Amber Drive, the right-of-way was stubbed out and the Hackberry Street had been stubbed out for a future street connection. The Planning Commission had wanted the two streets to connect the two. They had required the developer to connect the two streets together, which was the reason they had one street with two names.

Mayor Hanna added when the two developments had been started they did not know how they would be configured.

Alderman Young stated this is one of those subdivisions that had been there a while. He thought the only danger in a 911 situation would be to those two residences. Most people would assume that it was Amber Drive. He asked if the development had a final plat yet.

Mr. Conklin replied the final plat had been approved in June of this year. The name of the street on the plat was Amber Drive. That was a recommendation made in 1997 by the City's 911 coordinator to have Amber Drive as the name of the street.

Alderman Young asked since the approval of the final plat had been based on the approval of the street name change, how was the final plat approved already.

Mr. Rose stated the final plat had been approved according to staff comments. One of the staff comments was, "a street name change needs to be presented to the City Council in order to change the short section of Hackberry to Amber Drive. This requires the applicant to submit a letter requesting the change and the staff will process the agenda request."

Alderman Santos moved to change the short section of Hackberry to be Amber to make a continuous street through from Winwood to Old Wire Road. Alderman Russell seconded the motion.

Alderman Daniel proposed an amendment to wait one year before changing the street name. Alderman Young seconded the motion. Upon roll call the amendment failed by a vote of 3-4-0.

Mayor Hanna called for the vote on the resolution. Upon roll call the motion failed by a vote of 4-4-0. Reynolds, Austin, Davis, and Hanna voted nay.

DICKSON STREET WATER AND SEWER RELOCATION

A resolution approving the award of a contract to relocate certain water and sewer lines on Dickson Street, and to construct a new 12-inch water line for additional fire protection and general improvement of the water system.

Alderman Davis asked if this would be completed by Thanksgiving.

Mr. Venable replied part of it would be. It depended on the contractor and the weather.

Alderman Young stated the only concern he had was for the people on Dickson Street. Contractors were normally used to working in a field. He noted the bid was high, because it was located in the old section of town and that they had to take into consideration the merchants along Dickson Street.

Mr. Venable added there would be some inconvenience, but the traffic would still be moving. This was the first phase of renovating the area.

Mr. Bunn explained the bid did not include construction management. They would bring to the next meeting of the City Council a contract for construction management for his job which would speed up the project.

Alderman Young moved to approve the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 110-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CELL TOWER ORDINANCE

An ordinance establishing criteria to assess and reduce visual and land use impacts associated

with the development of wireless communication facilities in the City of Fayetteville, Arkansas.

Mr. Rose read the ordinance for the first time.

Alderman Austin stated the recommendation had come from the Ordinance Review Committee. He commended Bob Davis, Jerry Rose and Tim Conklin for their hard and detailed work on the ordinance. They had worked with the representatives of the carriers to bring it to them.

Alderman Young questioned page 6, Section C.1.B, regarding the location of existing towers.

Alderman Austin answered they had changed "existing towers" to "original tower," in order to capture the height of the original tower and not allow the height of the tower to grow each time they added a co-locator.

Alderman Russell questioned the "efforts to demonstrate their efforts to co-locate". He asked if they were asked to locate on an existing structure that was not necessarily a tower.

Alderman Santos stated they were encouraging co-locations by allowing administrative approval by co-location and by avoiding the conditional use process.

Alderman Russell questioned the termination of the conditional use. He questioned what "City" meant, the Mayor or Staff.

Mr. Rose replied it could be who they wanted. He suggested it would be whoever granted the conditional use. In this case it would be the Planning Commission.

Alderman Russell moved to substitute the word "Planning Commission" for the word "City" in Section 9, B. Alderman Young seconded the motion. Upon roll call the motion unanimously.

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

Mr. Rose read the ordinance for the second time.

Mr. Hunter Stewart, Real Estate Manager for Southwestern Bell Wireless, stated he had attended all but the very last session on the ordinance. There had been input from the staff, industry, and community. He stated everyone had worked well together. He questioned one section which referenced the use of publicly owned structures. He asked if that included undeveloped property, and if it would be exempt from the conditional use process as they would do with a private land owner.

Mr. Rose replied it would be the same process.

Mr. Stewart questioned the use of existing vegetation in certain areas where it would not be compatible with the surroundings, whether variances would be allowed.

Alderman Davis replied he would be allowed to apply for a variance.

Mr. Stewart asked what the typical notification distance would be for a commercial development within the City of Fayetteville.

Mr. Conklin replied it was the adjoining property owners.

Mr. Stewart felt he was being discriminated against in the sense he had to advertise and provide photographs. They were isolating them as an industry by requiring them to do those things and not requiring the same of a developer of a shopping center. Why would they ask them to do 500 feet and not a developer.

Alderman Davis replied it was his understanding that the maximum of anything of this nature was 500 feet.

Mr. Conklin clarified they had certain conditional uses which did have a notification area of 500 feet. He gave examples of a dance hall or a sexually-oriented business.

Mr. Stewart was offended that he had been lumped with something that had been perceived to be negative. He asked the council to reconsider the distance of notification.

Alderman Davis replied with the revenue that they made from cell towers and cellular communications, having to notify people within 500 feet should not cost them that much.

Alderman Santos noted the ordinance required certified mail for adjoining property owners and regular mail for the remaining property owners within the 500 feet area.

Alderman Davis stated people wanted to be notified. A lot of people had felt that they had not been notified. He thought this would be one way which would solve the problem. This way they would have to go across the street. At one time they were planning a quarter of a mile notification.

Alderman Young added part of the reasoning for the extended notification area was the fact that the tower was so high. He added if a residential lot was 100 feet wider then five more people would be notified. He lived in the central part of the city and five hundred feet there would not mean that many additional notifications would be required.

Alderman Russell stated the towers did affect people further away, at least visually, than a shopping center would. It was the nature of the structure and not the industry. The purpose of the ordinance was to regulate the visual affects.

Alderman Davis stated they had to decide if they wanted more structures or fewer structures. Because of that they had increased the height from 80 to 150 feet.

Mr. Stewart conceded that it had been a give and take process.

Alderman Young added they could always come back and change the ordinances.

Alderman Russell commented that he had been looking at the map in a fairly dense area, and had determined that they were looking at approximately 50 people that would need to be notified.

Alderman Santos added they were not planning on passing the ordinance tonight. They were planning a special meeting to give another week for public comment. There would be a special council meeting before the agenda session next Tuesday.

Mr. Jeff Erf, area resident, stated that he would like to leave the notification distance at 500 feet or even more. The towers affected the scenic vista and other people. It was his understanding that the city would, with their GIS system, help find the property owners.

Mr. Bob Sigafoos, a property owner near St. John's Lutheran Church, asked how the residents would be protected by this ordinance.

Mr. Conklin answered that the current ordinance that they had was a conditional use process. Those who had been involved in the St. John's Lutheran Church had used a process where they had held a public hearing. During that time they took public input and then the Planning Commission made a decision. This ordinance offered additional safe guards; they now had a safe zone for the tower to be set back from residential dwelling units, and requirements for screening and noise control. If the tower is not maintained they would have the ability to require it to be maintained or removed if it were abandoned. It also encouraged co-location. The incentive was administrative approval. It encouraged the providers to come to the city, and survey the existing structures and towers within the city to determine if they could co-locate. The providers in this community had been working really well together and they have been co-locating their facilities on each other's towers in Fayetteville. This ordinance provided incentives for the cell providers to look at existing structures and towers to co-locate. It also increased the distance from dwelling units.

Mr. Sigafoos asked if they could come into a residential neighborhood.

Alderman Davis replied that they could and the only way they could defeat that was for the people in the neighborhood to come out in protest.

Mr. Sigafos replied it had been a circus and cost the citizens time. He wanted to see something in the ordinance that would protect the residential neighborhoods.

Alderman Davis replied legally they were not allowed to do that according to the communication laws.

Alderman Austin added one thing they were forgetting about was the height of the tower which would give them that much buffer. Distance was protection.

Alderman Davis explained even though the ordinance allowed a 150-foot tower, the Planning Commission did not have to approve a 150-foot tower. Legally they could not restrict them completely. The only way to restrict them would be through a tier system which allowed different heights for different zoning districts. However they had not been able to work a system out.

Alderman Russell asked Mr. Sigafos what he meant by having something in the ordinance that protected the residential neighborhoods by insuring that the heights were shorter or a band.

Mr. Sigafos preferred not to have them in residential neighborhoods at all but to primarily locate them in commercial neighborhoods. The towers stuck out like a sore thumb in residential neighborhoods.

Alderman Austin found that during these meetings these providers only go where they are asked to go. The traffic determined where they were to go. When people asked for the service they were providing the service by going into the neighborhood. The more densely the cell towers become packed, the closer they had to get to the people.

Mr. Sigafos stated that most people were busy which led the council to believe that no one cared. But he thought the residents were interested. They wanted to be protected.

To clarify for Ms. Daniel, Mr. Conklin stated that they required the applicant to go to the county assessment records and provide them with a list of the property owners and place them on mailing labels. The staff then mailed the notifications.

Alderman Russell asked if a large apartment complex were within the 500 feet would they only have to notify the landlord or each individual apartment.

Mr. Conklin replied that was correct. It was the property owner that was notified.

Mr. Bobby Farrell, 2413 Twin Oaks Court, stated he worked for the telephone company. He was glad an ordinance could be worked out. He thought the cell phone users would support the cell towers.

A special City Council meeting will be held before the next agenda session for the cell tower ordinance.

Meeting adjourned at 7:30 p.m.

AGENDA REQUEST FORM, SEPTEMBER 7 COUNCIL MEETING

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

ACTION REQUIRED Approval of Amendment No. 2 with The Benham Group for inspection services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00, and a Budget Adjustment.

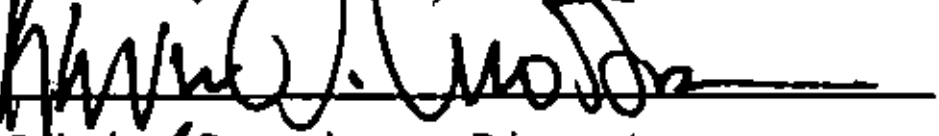
COST TO CITY

<u>\$ 58,587.00</u>	<u>\$ 700,000.00</u>	<u>Water and Sewer</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470 9470 5808 00</u>	<u>\$ 696,134.00</u>	<u>Program Name</u>
Account Number	Funds Used to Date	
<u>99027 0010</u>	<u>\$ 3,866.00</u>	<u>Sales Tax</u>
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW

<u>BUDGET/CONTRACT REVIEW</u>		<u>XX</u> Budgeted Item	<u>XX</u> Budget Adj.	Attached
<u>[Signature]</u> Budget Coordinator	<u>8-31-99</u> Date	<u>[Signature]</u> Admin Services Director		<u>31 AUG 99</u> Date
<u>Margaret Kramer</u> Accounting Manager	<u>8-30-99</u> Date	<u>[Signature]</u> MDA Coordinator		
<u>[Signature]</u> City Attorney	<u>8-30-99</u> Date	<u>Golanda Fields</u> Internal Auditor		<u>8-30-99</u> Date
<u>P. Vice</u> Purchasing Officer	<u>8-30-99</u> Date			

STAFF RECOMMENDATION The Staff recommends approval of Amendment No. 2 with The Benham Group for inspection services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00, and a Budget Adjustment.

<u></u>	<u>8/16/99</u>
Ass't Public Works Director	Date
<u></u>	<u>8-31-99</u>
Department Director	Date
<u></u>	<u>31 AUG 99</u>
Admin Services Director	Date
<u></u>	<u>8/31/99</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res # 165-98

Orig. Contract # 689

Orig. Contract Date 12/15/98

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

August 26, 1999

To: Fayetteville City Council

From: Don Bunn, Ass't Public Works Director



Thru: Charles Venable, Public Works Director
Fred Hanna, Mayor

Subject: Contract Amendment No. 2, Benham Group
Inspection Services During Construction
Dickson Street Water and Sewer Relocations

On August 17, 1999 the City Council approved the construction contract in connection with the relocation of water and sewer lines on Dickson Street. The project is being done prior to the street enhancement work scheduled for the spring and summer of 2000. The design work was done under an engineering contract with The Benham Group.

Our contract with the Benham Group did not include services during construction, however, it did provide for an amendment to the basic contract which would cover those costs under the same terms and conditions as given for the design services. In accordance with the terms of the basic agreement, this Amendment No. 2 for construction management services is presented for approval.

The contract amendment calls for full time inspection on the job. This means that whenever the contractor is working, the Benham Group will have someone present to observe the construction. Providing full time inspection on normal construction projects is somewhat unusual, however, for this kind of job where the work area is a busy city street and where there is so much uncertainty about actual conditions to be encountered, we feel it is worth the extra cost involved.

The cost of the proposed amendment is \$58,587.00. This is based on a final completion date of March 1, 2000. If for some reason, construction runs beyond the date given for final completion, another amendment may be necessary to provide for the additional inspection services. The work includes a full time inspector on the job, administrative and clerical services during that time, and the furnishing of "as-built" drawings of the completed work. It is the recommendation of the Staff that Contract Amendment No. 2 be approved in the amount of \$58,587.00 along with a budget adjustment.

COMMENT SHEET

Project: Engineering Contract, Inspection Services
Water and Sewer Relocations, Dickson Street

Engineer/Contractor: The Benham Group

Notes to Reviewers: This purpose of this contract amendment is to provide for inspection services during construction in connection with the water and sewer relocations in Dickson Street. The contract is to go to the Agenda Meeting of the City Council on Tuesday, August 31.

[illegible]

**AMENDMENT TO THE AGREEMENT FOR
CONSULTING SERVICES**

**For the Downtown Dickson Street Enhancement Project
Water and Sewer Construction Administration**

BETWEEN:

The CONSULTANT
The Benham Group
1801 Forest Hills Boulevard
Bella Vista, AR 72715

and the CLIENT
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701

THE PARTIES AGREE AS FOLLOWS:

WHEREAS, The Benham Group (TBG) and the City of Fayetteville (City) are parties to an Agreement for Consulting Services dated December 15, 1998, (the Agreement), and,

WHEREAS, the City has now awarded a construction contract for the water and sewer improvements, and,

WHEREAS, in order to provide professional construction observation and contract administration, a full time inspector and periodic engineering administration are required of the design consultant,

WHEREAS, all other terms and conditions of the agreement remain in force,

NOW THEREFORE TBG and the City hereby mutually agree to increase the scope of work in the Agreement to include the above described contract administration for the construction period from the date of this amendment to February 15, 2000. The City agrees to compensate TBG \$ 58,587.00 for the additional work based on the attached estimate of fees and effort. The Contract in the Agreement is hereby increased from \$388,698.04 to \$447,285.04.

IN WITNESS TO THEIR ACCEPTANCE to the terms and conditions of this Amendment, TBG and the City hereby execute this Amendment to the Agreement for Consulting Services on this _____ day of _____, 1999.

ACCEPTED BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____

Title: _____

ACCEPTED BY:
THE BENHAM GROUP

By:


Gary L. Camahan

Title: Vice President

**THE BENHAM GROUP
DICKSON STREET
UTILITY CONSTRUCTION ADMINISTRATION**

[illegible]

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

Budget Year 1999	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 08/27/99	Adjustment #
---------------------	---	----------------------------	--------------

Project or Item Requested:
Additional funding is requested for the Dickson Street Water & Sewer Line Replacement Project.

Project or Item Deleted:
Funding for this request is from the Water & Sewer Cost Share Project.

Justification of this Increase:
The funds are needed to pay for on site construction observation services. for the project.

Justification of this Decrease:
The City establishes funding for cost share projects annually and funds projects as they are identified. Funding for Water & Sewer Cost Share project remains in both Sales Tax Capital Improvement Fund and Water & Sewer Fund.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Waterline Improvements	54,721	4470	9470	5808	00	99027	10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Waterline Improvements	54,721	4470	9470	5808	00	97021	20

Approval Signatures

Requested By

Date

8/27/99

Budget Manager

Date

Department Director

Date

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

STAFF REVIEW FORM

 BID 99-66
 A.3 Page 1

AUG 13 1999

 CITY OF FAYETTEVILLE
 CITY CLERK'S OFFICE

 XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

 For the Fayetteville City Council meeting of September 7, 1999
 FROM:

<u>W.A.Oestreich</u>	<u>Fleet Operations</u>	<u>Administrative Services</u>
Name	Division	Department

ACTION REQUIRED:

Acceptance of the lowest qualified Bidder meeting specifications for the purchase of a Heavy Duty Skid Steer W/Attachments, Bid 99-66, Item #1. The vendor for this purchase will be Williams Ford Tractor & Equipment, P.O.Box 1346, Fayetteville, AR 72702 (Vendor 12860).

COST TO CITY:
 Cost: \$ 50,499.00 Trade Allowance: N/A Net Cost: \$ 50,499.00

<u>\$ 50,499.00</u>	<u>\$ 173,571.00</u>	<u>Repl/Exp Misc. Veh & Equip</u>
Cost of this Request	Category/Project Budget	Category/Project Name

<u>9700-1920-5802.00</u>	<u>\$ 53,919.00</u>	<u>Vehicles & Equipment</u>
Account Number	Funds Used To Date	Program Name

<u>98065-1</u>	<u>\$ 119,652.00</u>	<u>Shop</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item Budget Adjustment Attached

<u>[Signature]</u>	<u>[Signature]</u>
Budget Coordinator	Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:**GRANTING AGENCY:**

<u>[Signature]</u>	<u>8-9-99</u>	<u>ADA Coordinator</u>	<u>8-10-99</u>
Accounting Manager	Date		Date
<u>[Signature]</u>	<u>8-10-99</u>	<u>Yolanda Gilds</u>	<u>8-10-99</u>
City Attorney	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>8-9-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Acceptance of Bid 99-66 with the Authorization to Purchase Item #1.

<u>[Signature]</u>	<u>8-6-99</u>
Division Head	Date

Cross ReferenceNew Item: **Yes** **No**

Prev Ord/Res #: _____

Orig Contract Date: _____

<u>[Signature]</u>	<u>10/1/99</u>
Department Director	Date
<u>[Signature]</u>	<u>8/10/99</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>8/10/99</u>
Mayor	Date

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

THRU: Peggy Vice, Purchasing Manager

FROM: W. A. Oestreich, Fleet Operations Superintendent

DATE: August 9, 1999

SUBJECT: BID AWARD RECOMMENDATION 99-66

Reference the attached Agenda Request for the Award of Bid 99-66, Item #1. The lowest qualified bidder meeting specifications is Williams Ford Tractor & Equipment, P.O.Box 1346, Fayetteville, AR 72702. (Vendor #12860). This is a budgeted item for the calendar year 1999.

The Bid Tabulation Sheet dated July 23, 1999, is included along with a copy of the formal bid that was sent to each of the vendors on the Bidders List attached.

The item listed has been evaluated for compliance with original specifications along with anticipated Manufacturer and Dealer support necessary to maintain these units in a proper and efficient manner.

It has been with an objective attitude that this bid has been evaluated. This recommendation has been reviewed by Dave Jurgens, Water/Sewer Maintenance, Fleet Operations Division and the Equipment Committee.

Therefore, the following is submitted for purchase approval by the Council:

ITEM 1. Heavy Duty Skid Steer with Attachments

**** Williams Ford Tractor & Equipment**
1999 New Holland LX-665 @ \$50,499.00,. This Bid was accepted due to the compliance with the original Specifications. This should provide a unit that will be efficient, reliable and compatible to our operations.

SUMMARY

TO BE DELIVERED AS A COMPLETE UNIT:

ITEM 1. Williams Ford Tractor & Equipment - 1 Unit at \$50,499.00

TOTAL BID AWARD: \$50,499.00

The budgeted amount for this item is \$173,671.00 in account 9700-1920-5802.00, Project 98065-001. With the purchase of this item at \$50,499.00 we will have a balance remaining of \$69,153.00.

FAYETTEVILLE

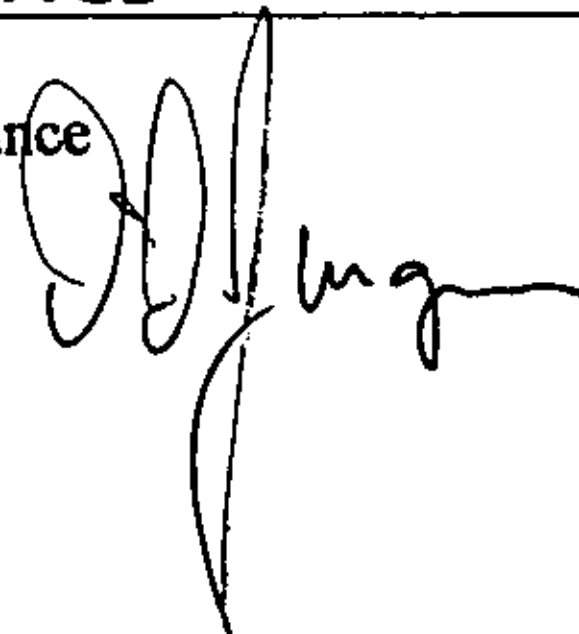
THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Bill Oestreich, Fleet Maintenance

From: David Jurgens, Water/Sewer

Date: August 1, 1999



Subject: Skid Steer Requirements

My employees and I have reviewed the specifications for the skid steer and the attachments thereto, and concur that the item specified should meet our division's requirements. We also recognize that some of the attachments will be fleet-type items which will be shared among divisions as necessary.

VERBAL QUOTATION ☐ PERFORMANCE BOND REQUIRED YES ☐ NO ☐

TABULATION OF BIDS

PROJECT DESCRIPTION 100 Spine Steer Loader

F.O.B.

DATE OPENED

8/2/99 11:00 P.

BID NO. 99-66 PROJECT NO. _____

BIDDER ADDRESS:	BID NO.	PROJECT NO.	ITEM 1	ITEM	ITEM	ITEM	ITEM	EXT.
BIDDER <u>E A Martin</u> ADDRESS:			<u>55,100.00</u>	<u>DEBR 865135 DXT</u>				
BIDDER <u>Hancock</u> ADDRESS: <u>James</u>			<u>52,250.00</u>	<u>DEBR 4835 DX</u>				
BIDDER <u>Scott Equip</u> ADDRESS:			<u>54,400.00</u>	<u>Care 1845C</u>				
BIDDER <u>William</u> ADDRESS: <u>Gard</u>			<u>50,499.00</u>	<u>DEBR 4835 DX</u>				

BID AWARD SUMMARY:

EM	10	P.O. #	DATE	CERTIFIED BY
EM	10	P.O. #		
EM	10	P.O. #		
EM	10	P.O. #		
EM	10	P.O. #		

REMARKS: _____
PURCHASING OFFICER _____
WITNESS _____

BIDDERS LIST

SKID-STEER LOADER

1. RENTAL SERVICE CORP.
1810 S. 8TH ST.
ROGERS, AR 72756
501.636.7368 FAX 501.636.6071
ATT: STEVE LITZINGER
2. GRADY JONES CO. OF SPRINGDALE
P.O.Box 747
SPRINGDALE, AR 72764
3. WILLIAMS FORD TRACTOR & EQUIPMENT CO.
P.O.Box 1346
FAYETTEVILLE, AR 72702-1346
4. U.S.RENTALS
2795 McCONNELL
FAYETTEVILLE, AR 72703
5. YALE MATERIALS HANDLING GAMMON INC.
1586 E. EMMA AVE.
SPRINGDALE, AR 72764
6. LITTLE ROCK EQUIPMENT SALES
13001 INTERSTATE 30
LITTLE ROCK, AR 72209
7. DAUGHERTY EQUIPMENT
1507 W. TRUCKERS LANE
FAYETTEVILLE, AR 72701
8. J.A.RIGGS TRACTOR CO.
9125 INTERSTATE 30
LITTLE ROCK, AR 72209
9. E.A.MARTIN MACHINERY CO.
P.O.Box 874
SPRINGDALE, AR 72764
10. WARRIOR OF ARKANSAS
2003 SOUTH 8TH ST.
ROGERS, AR 72756

11. SPRINGDALE TRACTOR CO.
HWY 68 WEST
SPRINGDALE, AR 72764
12. ALMA TRACTOR & EQUIPMENT, INC.
35 HIGHWAY 71 NORTH
ALMA, AR 72921
501-632-6300 FAX 501-632-6309
ATT: J.D.ALEXANDER
13. HANCOCK FARMS EQUIPMENT & SUPPLY
290 EAST MAIN - HWY 62
FARMINGTON, AR 72730
ATTN: BRAD HANCOCK
501-267-3685
14. SCOTT CONSTRUCTION EQUIPMENT
4831 N. THOMPSON
SPRINGDALE, AR 72764
15. HERTZ EQUIPMENT RENTAL CORP.
4269 WAGON WHEEL ROAD
SPRINGDALE, AR 72762
501.750.3313
ATT: VICKEY PRICE FINLEY

NOTICE TO BIDDER

BID NO. 99-66

COMMODITY: HEAVY DUTY SKID STEER

The City of Fayetteville, Arkansas will receive sealed bids at the Purchasing Office, City Hall, 113 W. Mountain Street, Fayetteville, Arkansas, 72701, until 11:00 A.M., AUGUST 2, 1999, for the furnishing of: **COMMODITY: HEAVY DUTY SKID STEER**

Bid Forms, Specifications, and Terms and Conditions may be obtained from the Purchasing Office, located in Room 306, 3rd floor of the City Administration Building.

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

Peggy Vice, Purchasing Officer

PUBLISH 7/25/99 NORTHWEST ARKANSAS TIMES -

Billing refer to P.O.# _____

CITY OF FAYETTEVILLE

113 W. Mountain St.
Fayetteville, AR 72701

FLEET OPERATIONS

501-444-3494

INVITATION TO BID

BID #: 99-66

DATE ISSUED: July 23, 1999

DATE & TIME OF OPENING: August 2, 1999 - 11:00 A.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306 - (501) 575-8289

DATE REQUIRED AS COMPLETE UNIT: 60 Days from Date of Order

F.O.B. Fayetteville, AR

ITEM:	DESCRIPTION:	QTY:	* PRICE:
1.	Heavy Duty Skid Steer with Attachments per Item #1 of Specifications Attached	1	\$_____

*GUARANTEED DELIVERY SCHEDULE:_____

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

*NAME OF FIRM:_____

*BUSINESS ADDRESS:_____

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

*PHONE:_____ *FAX:_____

*AUTHORIZED SIGNATURE:_____

*TITLE:_____

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENT FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

SPECIAL TERMS & CONDITIONS

THIS REQUEST FOR BID IS NOT TO BE CONSTRUED AS AN OFFER, A CONTRACT, OR A COMMITMENT OF ANY KIND; NOR DOES IT COMMIT THE CITY TO PAY ANY COSTS INCURRED BY THE BIDDER IN THE PREPARATION OF THIS BID.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders MUST provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal sales tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount MUST show as a separate item.
3. Bids received after the date and time set for receiving bids will NOT be considered. The City will NOT be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Each bidder MUST state on the face of the bid form the anticipated number of days from the date of receipt of order for delivery of the completed units to the City of Fayetteville, Arkansas.
6. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
7. All bid prices shall be FOB Fleet Operations, 1525 S. Happy Hollow Rd., Fayetteville, AR, 72701, and shall include all dealer preparation charges, labor, materials, overhead, profit, insurance, inspection fees, etc., to cover the furnishing of the unit/units bid.
8. Standard Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty MUST accompany the bid with any exception to the warranty clearly noted on the Bid Form. Warranty on accessories/equipment furnished by an after market vendor MUST be noted.
9. Any exceptions to the requirements of the City of Fayetteville MUST be noted on the Bid Form. If products and/or components other than those described on this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.

10. Installation of Dealership/Distributorship Logo is PROHIBITED.
11. The completed unit delivered to the City of Fayetteville shall comply with all accepted commercial standards for materials and supplies which are new and unused except for normal testing and evaluation needed to prior to release for delivery.
11. All items marked "MANDATORY REQUIREMENT FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered as non-responsive and rejected on that basis.
12. Parts and Service Manuals shall be provided to cover the Chassis, Power train, Body and any modifications to production items.
13. A training session shall be provided at a City of Fayetteville Facility to familiarize City Employees with the operational and maintenance needs of any special equipment furnished.

BID # 99 - 66

**BASIC SPECIFICATIONS
SKID STEER LOADER**

General Specification Requirements are as follows for SKID STEER LOADER. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his bid. All Bids are subject to Staff analysis. Fleet standardization requirements, replacement parts availability, warranty service availability and Manufacturer/Distributor/Dealer Field support of operational units will be considered.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "hi-lighted" and specifics noted is suggested.

ANY BIDDER, WHETHER A MANUFACTURER OR DESIGNATED DEALER, WHO CAN PROVIDE MATERIALS, FEATURES OR OPTIONS TO MEET THE SPECIFICATIONS OUTLINED HEREIN AND WILFULLY FAILS TO DO SO BECAUSE OF PRICE OR TO GAIN A PRICING ADVANTAGE IN A COMPETITIVE BID SITUATION WILL BE DEEMED NON-RESPONSIVE. ANY FURTHER CONSIDERATION OF THEIR BID SUBMISSION WILL NOT BE CONSIDERED. SHOULD THEIR CURRENT LITERATURE OR PRICE LISTS FOR MATERIALS, FEATURES, OR OPTIONS INDICATE THEIR ABILITY TO PROVIDE SAME TO MEET THESE SPECIFICATIONS, AND THEY FAIL TO DO SO, THEY WILL BE DEEMED NON-RESPONSIVE AND DECLARED INELIGIBLE TO RECEIVE THE AWARD FOR THE UNIT SPECIFIED. FINALLY, ANY CLAIMS THAT AN ITEM BID EXCEEDS THE STATED SPECIFICATION MUST BE DEMONSTRATED IN A PERFORMANCE

DEMONSTRATION IN DIRECT COMPETITION WITH OTHER UNITS BID BY OTHER MANUFACTURERS PRIOR TO AN AWARD OR THE BID WILL BE DEEMED UNRESPONSIVE FOR FAILURE TO SUBSTANTIATE THE CLAIM.

All equipment shall be new and unused and of the Manufacturers Current Model Year and shall include all standard equipment as advertised by the Manufacturer. All vehicles and equipment listed herein shall comply with applicable Federal and State Safety, Emission and Pollution Control Requirements in effect at time of delivery. Standard Manufacturer's Warranty shall be furnished. Minimum Warranty period shall be no less than 1 year.

Field demonstrations of currently operational units which are offered as a substitute, variation, or deviation may be required as part of Staff analysis at the option of Staff members or other qualified interested parties. Properly documented referrals may be required of vendors which allows field evaluation of units in a comparable operational area.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid.

The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.

2. MATERIALS AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused except for the necessary testing, calibration and transportation.

3. WARRANTY

All items furnished in accordance with these specifications shall be covered by the manufacturer's and/or supplier's standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year. Warranty which will be honored by other than the supplier bidding must be annotated.

4. PARTS AND SERVICE

To best service the requirements of the purchaser, it is the intent of these specifications to secure equipment, which can be properly maintained and serviced without the necessity of stocking an expensive parts inventory or being subjected to long periods of interrupted service due to the lack of spare parts.

All suppliers submitting proposals must have available a parts and service facility within an area to allow 1 day service on any parts or service needs. The facility shall be staffed with full time technical personnel, as well as order and shipping personnel, during regular business hours and days.

A complete set of Parts and Service Manuals are to be provided for the unit.

BID # 99 - 66

BASIC SPECIFICATIONS

ITEM 1. SKID-STEER LOADER

**COMPLIANCE WITH APPLICABLE FMVSS SUPERSEDES
REQUIREMENTS AS LISTED BELOW.**

MINIMUM SPECIFICATIONS ONLY

CAPACITY:	1,700 LB. OPERATING LOAD
ENGINE:	4 CYL. - TURBOCHARGED DIESEL - 121 C.I.D. - 53 H.P. @ 3100 R.P.M. - 122 FT. LB. TORQUE @ 1700 RPM
POWERTRAIN:	41 CC VARIABLE DISPLACEMENT HYDROSTATIC TRANSMISSION PUMPS, 82 CC HYDROSTATIC MOTORS, 80HD CHAIN SIZE, 3800 FT. LBS. WHEEL TORQUE, DOUBLE REDUCTION GEAR/CHAIN FINAL DRIVE.
TIRES:	AIR BOSS OR EQUAL AIRLESS INDUSTRIAL TREAD
WHEELBASE:	42"
TREAD WIDTH:	55"
GROUND CLEARANCE:	7.7" @ CENTER OF WHEELBASE
BUCKET:	MULTI PURPOSE - 12 CU. FT. 66" WIDTH, WITH BOLT ON REPLACEABLE STEEL BLADE.
LIFT CAPACITY:	2,100 LB.
BREAKOUT:	3,700 LB.
WEIGHT:	5400 LB. OPERATING WEIGHT
SPEED:	TRAVEL: 7 M.P.H. - LIFT: 2.7 SEC. - LOWERING: 2.3 SEC.
HYDRAULICS:	QUICK COUPLING BOOM HYDRAULICS, 2,650 PSI RELIEF, 25.8 GPM. PUMP @ 2900 RPM.

DIMENSIONS: OVERALL LENGTH: 126" - WIDTH: 65.6" - HEIGHT: 75"

3PT HITCH: CATEGORY I ADAPTER, 150 LB.

BACKHOE: 11' DIG DEPTH, 2 LEVER CONTROL, INDEPENDENT LEFT/RIGHT STABILIZER CONTROLS, ADJUSTABLE FLIP UP SEAT, SWING SPEED CONTROL.

HYDRAULIC HAMMER: 500 FOOT POUND WITH GAS ASSIST CYCLE, INCLUDING 1 EACH POINT BIT AND 1 EACH SPADE BIT.

ROCK WHEEL: 12" CUTTING DEPTH, 2.5" CUTTING WIDTH-28 TOOTH, 22" SIDE SHIFT, 1230 LB, 60 RPM WHEEL SPEED, 15 FPM CUTTING SPEED, MULTI-FUNCTION CONTROL HANDLE, REAR MOUNTED 40 GAL. PRESSURIZED WATER TANK W/ NOZZLES, MOUNTING BRKTS, HOSE & QUICK DISCONNECT FITTINGS, SIDE DISCHARGE, PLANETARY DRIVE W/3300 FT. LB. TORQUE, .765" DIA. SHANK CARBIDE TEETH W/REPLACEMENT TOOL, 84 SPARE TEETH TO BE INCLUDED.

ROLLER: VIBRATORY SMOOTH DRUM, 66" WIDE, 24" DIA., 8,740 LB DYNAMIC OUTPUT, 2,500 VPM @ 15 GPM, 1600 LB.

BOX BLADE: 72" HD4272LB GANNON OR EQUAL, 1/2" X 6" REVERSIBLE CUTTING EDGE, HINGED TAILGATE, 8 SHANK HYDRAULIC SCARIFIER, MIN. WEIGHT - 1,000 LB.

CAPACITIES: 14 GAL. FUEL, 10 QT. COOLING SYSTEM, 7 QT. CRANKCASE W/ FILTER, 6 GAL. HYDRAULIC OIL, 2 GAL. CHAIN CASES, 1 QT. GEAR BOXES.

MISC.: SOUND INSULATION IN CAB AREA, HOUR METER, TACHOMETER, VOLTAGE METER, HYD. OIL TEMP. LIGHT & ALARM, COOLANT TEMP. LIGHT & ALARM, ELECTRICAL SECURITY LOCK, FUEL GAGE, TRANS. CHARGE PRESSURE LIGHT & ALARM, ENGINE OIL PRESSURE LIGHT & ALARM, SEAT BELT LIGHT, AIR CLEANER RESTRICTION LIGHT & ALARM, TRANSMISSION FILTER RESTRICTION LIGHT & ALARM, PARKING BRAKE REMINDER LIGHT & ALARM, DIAGNOSTICS DISPLAY & ALARM.





AUG 18 1999

**CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE**

 X Agenda Request
 Contract Review
 Grant Review

FROM:

City Clerk
Department

Adopt a Resolution Authorizing Destruction of Records.

\$ 0

Program Name

Fund

Administrative Services Director

GRANTING AGENCY:

Date

Date

Date

STAFF RECOMMENDATION:

Cross Reference

New Item: Yes No

Prev Ord/Res#:

Orig Contract Date:

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Fayetteville City Council
FROM: Gina Roberts, Microfilm Clerk *GR*
DATE: August 18, 1999
SUBJECT: Destruction of Records

Attached is a listing of records that are ready for destruction. All of the records have been microfilmed, and the original document has been maintained for the required length of time. The microfilm will be maintained as a permanent record.

COUNCIL ACTION REQUESTED: Adopt a resolution authorizing destruction of the records as listed on the attached pages.

Attachment

DESTRUCTION RECORDS FOR 1998

ACCOUNTING/AUDIT:

1991 Cash Receipts Summary Register
1993 Accounts Receivable Paid Invoices
1993 Journal Entries
1993 Payroll Clerks Terminated Employee Files
1994 Account Payable (Vendor Files) (24-Boxes)
1995 Payroll Registers
1996 Numeric Copies of Incinerator Refund Checks

BUDGET/RESEARCH:

1986 Budget Workpapers
1987 Budget Workpapers
1988 Budget Workpapers

BUSINESS OFFICE:

1997 Billing Registers January thru December
1997 Business Office Yearend Reports
1997 PEL (Updated Meter Reads from PC Listing)

CITY CLERKS FILES:

1993 Board Agenda's 1-5-93 thru 12-31-93

ENGINEERING FILES:

1960-1992 W/S Service Connection Tap Orders

INTERNAL AUDITORS FILES:

1992-1993 Contracts K-153 thru K-396

MAYOR/CITY MANAGERS FILES:

Old City Managers Files from 1965 thru 1985

PURCHASING FILES:

1982-90 Misc. Auctions Files from 1982-1988 and Accident
Reports from 1987 thru 1990
1993 Bid Files 93-1 thru 93-64
1993 RFP'S and RFQ'S
1994 Pink Copies of Purchase Order

WATER/SEWER:

1993-1995 W/S Workorders

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

for the Fayetteville City Council meeting of September 7, 1999

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of the Agreement For Engineering Services contract with Garver Engineers for the bidding and construction phases of the Sycamore/Leverett intersection and drainage improvements in the not-to-exceed amount of \$55,050.00.

COST TO CITY:

<u>\$55,050</u>	<u>\$555,526</u>	<u>Sycamore Street</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$26,335</u>	<u>Street/Drainage</u>
Account Number	Funds Used To Date '99	Program Name
<u>97030-0010</u>	<u>\$529,191</u>	<u>Sales tax</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item

Budget Adjustment Attached

[Signature]

Budget Coordinator

[Signature]

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>[Signature]</u>	<u>8-19-99</u>
Accounting Manager	Date
<u>[Signature]</u>	<u>8-20-99</u>
City Attorney	Date
<u>[Signature]</u>	<u>8-20-99</u>
Purchasing Officer	Date

<u>[Signature]</u>	<u>8-20-99</u>
Internal Auditor	Date
<u>[Signature]</u>	<u>8-20-99</u>
ADA Coordinator	Date

STAFF RECOMMENDATION: Approval of the engineering services contract.

<u>[Signature]</u>	<u>8-18-99</u>
Division Head	Date
<u>[Signature]</u>	<u>8-20-99</u>
Department Director	Date
<u>[Signature]</u>	<u>20 AUG 99</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>8/23/99</u>
Mayor	Date

Cross Reference

New Item: Yes ___ No ☒ x

Prev Ord/Res #: 24-97

Orig Contract Date: 18 Mar 97

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: August 18, 1999

Re: Agenda Request, Council Meeting of September 7, 1999

Proposed engineering services contract with Garver Engineers for bidding and construction management/inspection for the Sycamore/Leverett intersection and drainage improvements (Bid 99-68 to open August 24 and also proposed for the September 7 Council meeting).

1. Project Background.

The engineering design contract for the street and drainage improvements was approved by the City Council on March 18, 1997, Resolution 24-97. This original engineering contract did not include the bidding process or construction management.

As previously approved by the Street Committee, the proposed improvements to be constructed include widening of Sycamore approximately 200 feet west of Leverett from two to four lanes and drainage improvements from approximately 200 feet west of Leverett continuing east approximately 670 feet to Scull Creek.

2. Construction contract.

The design has been completed and the project advertised for bid opening August 24, 1999.

The construction contract is also on the September 7, 1999 agenda as a separate proposed resolution.

3. Engineering contract.

The proposed Agreement For Engineering Services will provide for the bidding and construction phases of the project. The proposed contract is a cost plus fixed fee not-to-exceed \$55,050.00.

4. Budget.

The 1999 project budget for the Sycamore improvements is \$555,526 of which \$26,335 has been obligated leaving \$529,191 prior to this request and prior to the construction contract.

enclosures:

1. Vicinity map
2. Schematic of intersection improvements
3. Engineering contract (one original)

CITY OF FAYETTEVILLE
AGREEMENT FOR ENGINEERING SERVICES

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Agreement entered into and executed this ____ day of _____, 1999, by and between the City of Fayetteville acting by and through its Mayor hereinafter called the "OWNER" and Garver Engineers with offices located in Fayetteville, Arkansas, hereinafter called the "ENGINEER."

WITNESSETH:

Whereas, the "OWNER" is planning to construct pavement and drainage improvements at the intersection of Sycamore and Leverett Streets, hereinafter referred to as the "project";

And Whereas, the "OWNER'S" forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and Whereas, the "ENGINEER'S" staff is adequate and well qualified and it has been determined that its current work load will permit bidding services and construction support services for the project on schedule;

Now, therefore, it is considered to be in the best public interest for the "OWNER" to obtain assistance of the "ENGINEER'S" organization in connection with said engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

SECTION I - EMPLOYMENT OF ENGINEER

The "OWNER" agrees to employ the "ENGINEER" to perform, and the "ENGINEER" agrees to perform, professional engineering services in connection with the project set forth in the Sections to follow; and the "OWNER" agrees to pay and the "ENGINEER" agrees to accept, as specified in the Sections to follow as full and final compensation for work accomplished in the specified time.

SECTION II - DESCRIPTION OF THE PROJECT

This project includes but is not limited to asphalt pavement reconstruction and widening, construction of sidewalks, driveways, curbs, access ramps, cast-in-place and precast reinforced concrete box culvert, storm drainage pipe and structures, and traffic control items.

SECTION III - Not Used

SECTION IV - Not Used

SECTION V - Not Used

SECTION VI - Not Used

SECTION VII - Not Used

SECTION VIII - Not Used

SECTION IX - ENGINEER RESPONSIBILITY DURING "BIDDING" AND
"CONSTRUCTION" PHASES

During the "Bidding" phase of the project, the "ENGINEER" shall provide all engineering and administrative services needed to obtain bids for the construction project, evaluate the bids, and consult with and advise the "OWNER" as to the acceptability of the best bidder.

During the "Construction" phase of work, the "ENGINEER" shall provide administrative and engineering services including resident construction observation services to determine whether the Contractor has met the requirements of the design plans and specifications. The "ENGINEER" shall review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and shall make a recommendation to the "OWNER" regarding payment.

SECTION X - SUBCONTRACTING

Subcontracting by the "ENGINEER" of any of the services provided herein shall require prior approval by the "OWNER."

SECTION XI - TIME OF BEGINNING AND COMPLETION

The "ENGINEER" shall begin work under this Agreement within ten (10) days of Notice to Proceed. The Owner may delay the Notice to Proceed for 180 days from the execution of this Contract.

SECTION XII - FEES AND PAYMENTS

A. "Design" Phase Services: Not Used

B. "Bidding" Phase Services:

For "Bidding" phase services rendered by the "Engineer," the Owner shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 163.31% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- 1) "Bidding" phase services costs not to exceed: \$ 4,264.00
- 2) Fixed fee for "Bidding" services: \$ 511.00
- 3) Engineering contract amount for "Bidding" phase services not to exceed \$ 4,775.00

Final payment for "Bidding" phase services shall be made upon the "OWNER'S" approval and acceptance with the satisfactory completion of the "Bidding" phase of the project.

C. "Construction" Phase Services:

For "Construction" phase services rendered by the "ENGINEER," the "OWNER" shall pay the "ENGINEER" on the basis of salary costs for work-time directly connected with the project, plus payroll additives and general overhead costs of 163.31% of direct labor costs (plus direct reimbursable expenses associated with the project), plus a fixed fee which are as follows:

- 1) "Construction: phase services costs not to exceed: \$ 44,888.00
- 2) Fixed fee for "Construction" phase services: \$ 5,387.00
- 3) Engineering contract amount for "Construction" phase services not to exceed \$ 50,275.00

(based upon an assumed construction period not to exceed 150 days.)

The basis for this estimate is Appendix A. The "ENGINEER" shall invoice the "OWNER" monthly for construction phase services, and the final payment for "Construction" phase services shall be made upon the "OWNER'S" approval and

acceptance with the satisfactory completion of the "Construction" phase of the project.

D. "Geotechnical Investigation" Services: Not Used

E. "Special" Services:

For "Special" services, such as preparation of detailed easements and/or construction staking, the "OWNER" shall pay the "ENGINEER" at the rates listed in Appendix B multiplied by a 3.0 markup. Special services will be required only when directed by the City in writing. These hourly rates will be subject to change after six months from the Notice to Proceed date of the Contract to reflect any changes in our pay rates which may occur.

SECTION XIII - CHANGES

The "OWNER" may at any time, by written order, make changes within the general scope of the Contract in the work and services to be performed. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable increase or decrease shall be made in the upper limit Contract amount, including fee or time of required performance, or both, and the Contract shall be modified in writing accordingly.

Changes, modifications or amendments in scope, price or fees to this Contract shall not be allowed without a formal contract amendment approved by the Mayor or the City Council in advance of the change in scope, price of fees.

Any claim by the "ENGINEER" for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the "ENGINEER" of the notification of change; provided, however, that the "OWNER" if it decides that the facts justify such action, may receive and act upon any such claim assessed at any time prior to the date of final payment under this Contract. Failure to agree to any adjustment shall be cause for a dispute concerning a question of fact within the meaning of the clause of this Contract entitled SECTION XVII MISCELLANEOUS PROVISIONS, (1) Dispute Resolutions. However, nothing in this clause shall excuse the "ENGINEER" from proceeding with the Contract as changed.

SECTION XIV - OWNERSHIP OF DOCUMENTS

All documents, including original drawings, disks of CADD drawings and cross sections, estimates, specification field notes, and data are and remain the property of the "OWNER." The "ENGINEER" may retain reproduced copies of drawings and copies of other documents.

SECTION XV - POSTPONEMENT OR CANCELLATION OF THE CONTRACT

It is understood that the "OWNER" will have the right to suspend or cancel the work at any time.

- A. Postponement - Should the "OWNER," for any reason whatsoever, decide to postpone the work at anytime, the "OWNER" will notify the "ENGINEER," who will immediately suspend work. Should the "OWNER" decide during such suspension not to resume the work, or should such suspension not be terminated within a year, the work shall be cancelled as hereinafter provided.
- B. Cancellation - Should the "OWNER," for any reason whatsoever, decide to cancel or to terminate the use of the "ENGINEER'S" service, the "OWNER" will give written notice thereof to the "ENGINEER," who will immediately terminate the work. If the "OWNER" so elects, the "ENGINEER" may be instructed to bring a reasonable stage of completion to those items whose value would otherwise be lost. The "ENGINEER" shall turn over all data, charts, survey notes, figures, drawings and other records or information collected or produced hereunder whether partial or complete. Upon such termination of the "ENGINEER'S" services, the "ENGINEER" shall be paid on a proportional amount of the total fee, less prior partial payments, based on the ratio of work done to the total amount of work to be performed.

SECTION XVII - MISCELLANEOUS PROVISIONS

- 1) Dispute resolution - Any dispute concerning a question of fact in connection with the work and having a financial value of \$10,000, or less, shall be referred for determination to the Mayor of the City of Fayetteville whose decisions in the matter shall be final and conclusive. Disputes resulting from claims greater than \$10,000 shall be subject to mediation.
- 2) Responsibility for Claims and Liability - The "ENGINEER" shall save harmless the "OWNER" from all claim and liability due to its (the "ENGINEER'S") activities, or those subcontractors, its agents, or its employees during the time this Contract is in force.
- 3) General Compliance with Laws - The "ENGINEER" shall comply with all federal, state and local laws and ordinances applicable to the work. The "ENGINEER" shall be a Professional Engineer, licensed in the State of Arkansas.
- 4) Engineer's Endorsement - The "ENGINEER" shall endorse and recommend all Plans, Specifications, estimates and engineering data finished by it. All design shall be checked in accordance with accepted engineering practices. All plan quantities shall be checked and verified.

SECTION XVIII - SUCCESSORS AND ASSIGNS

The "OWNER" and the "ENGINEER" each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement, except as above, neither the "OWNER" nor the "ENGINEER" shall assign, sublet or transfer its interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any possible personal liability on the part of any officer or agent of any public body which may be party hereto.

SECTION XIX - COVENANT AGAINST CONTINGENT FEES

The "ENGINEER" warrants that it has not employed or retained by company or person, other than a bonafide employee working solely for the "ENGINEER," to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the "ENGINEER," any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

For breach or violation of this warranty, the "OWNER" shall have the right to annul this Contract without liability.

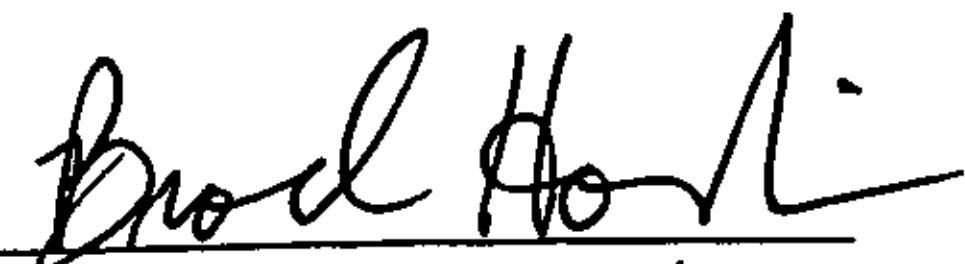
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first herein written.

CITY OF FAYETTEVILLE

By: _____
Mayor

ENGINEER

GARVEZ ENGINEERS
Name of the Firm

By: 
Authorized Representative

ATTEST:

City Clerk

ATTEST: 

City of Fayetteville

Sycamore and Leverett Intersection Improvements

Bidding Services and Construction Support Services

BIDDING SERVICES

- 1 Coordinate advertisement and bid dates with the City. Dispense plans and specifications to prospective bidders and support plans through bidding process. Prepare bid tabulation, recommendation of award, execution of contracts, and notice to proceed. Prepare for and conduct utility coordination meeting and preconstruction conference.

	1	Total
Project Manager	20	20
Project Engineer	10	10
Design Engineer	24	24
Technician/Draftsman	0	0
Clerical	12	12
Survey Crew	0	0
Construction Observer	0	0
Construction Engineer	0	0

CONSTRUCTION SUPPORT SERVICES

- 1 Review and correct/approve Contractor's construction materials submittals for conformance with the contract documents. Prepare and submit Contractor's monthly pay requests to City for approval. Prepare project closeout paperwork and submit to the City.

- 2 Provide part time construction observation for the 150-day construction contract performance time (estimate 4 to 6 hours per day for 5 day work weeks). Provide clerical and engineering support for the construction observer. Prepare record drawings.

	1	2	Total
Project Manager	16	60	76
Project Engineer	0	12	12
Design Engineer	26	120	146
Technician/Draftsman	4	20	24
Clerical	12	10	22
Survey Crew	0	0	0
Construction Observer	0	0	0
Construction Engineer	0	550	550

12-Aug-99

Appendix A - Page 2 of 2

City of Fayetteville

Sycamore and Leverett Intersection Improvements

Bidding Services and Construction Support Services

DIRECT SALARY COST	Bidding Services		Construction Support Services	
	MAN HOURS	COST	MAN HOURS	COST
Project Manager	20	\$600.00	76	\$2,280.00
Project Engineer	10	\$260.00	12	\$312.00
Design Engineer	24	\$528.00	146	\$3,212.00
Technician/Draftsman	0	\$0.00	24	\$378.00
Clerical	12	\$120.00	22	\$220.00
Survey Crew	0	\$0.00	0	\$0.00
Construction Observer	0	\$0.00	0	\$0.00
Construction Engineer	0	\$0.00	550	\$10,587.50
Subtotal - Salaries		\$1,508.00		\$16,989.50
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (163.31%)		\$2,462.71		\$27,745.55
DIRECT NON-PAYROLL COSTS				
Reproduction		\$293.00		\$0.00
Survey Supplies		\$0.00		\$0.00
Aerial Photography		\$0.00		\$0.00
Computer Rental		\$0.00		\$0.00
Travel Costs		\$0.00		\$153.00
Subtotal - Direct Non-Payroll Costs		\$293.00		\$153.00
Subtotal		\$4,263.71		\$44,888.05
PROFESSIONAL FEE (profit)		\$511.65		\$5,386.57
TOTAL :		\$4,775.00		\$50,275.00

TOTAL ESTIMATED COST:

\$55,050.00

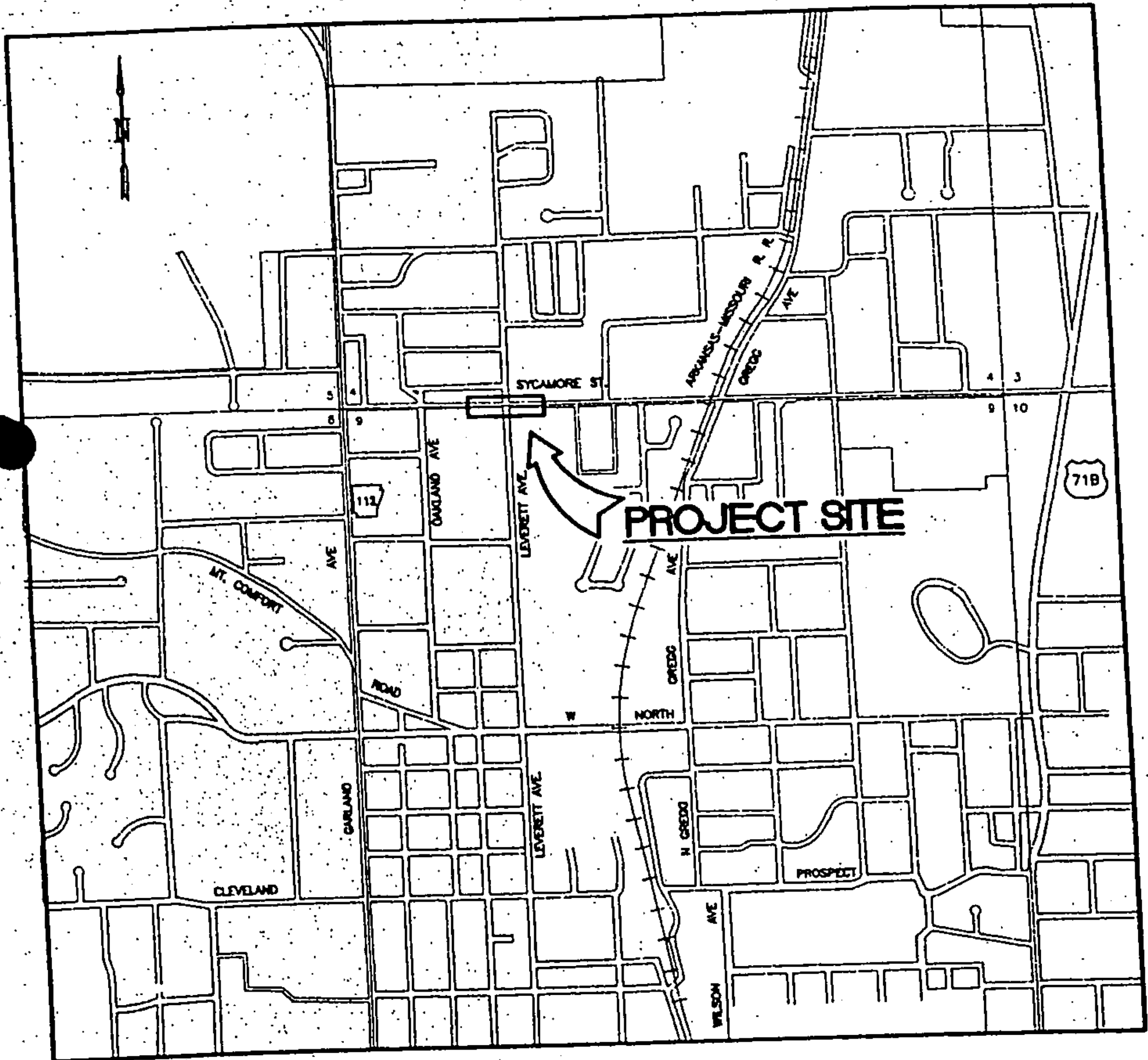
Prepared by
Garver Engineers

David Horvath

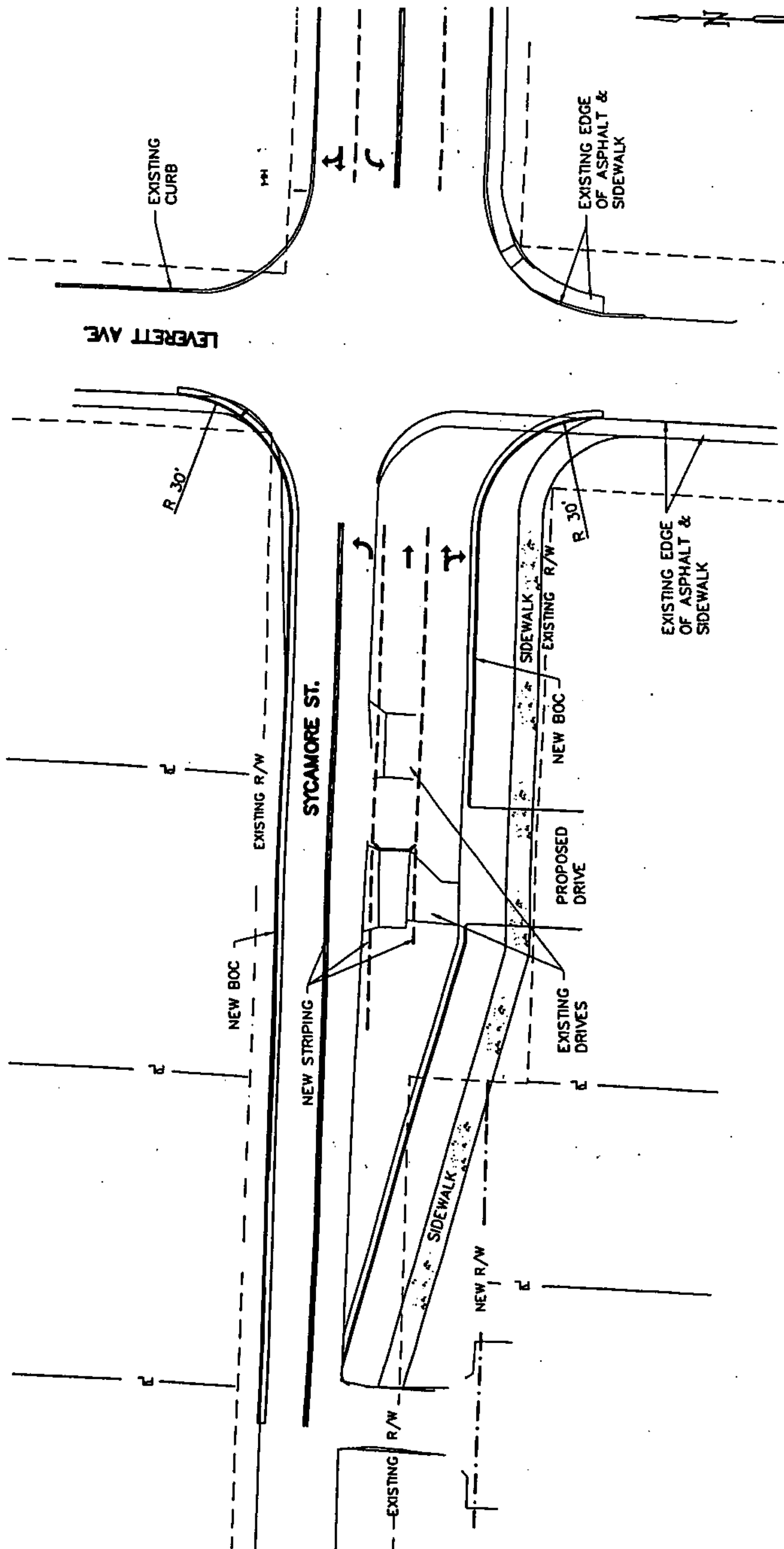
Appendix B
Garver Engineers
Hourly Rate Schedule

Classification	Regular
Senior Project Manager	\$37.00
Project Manager	\$30.00
Senior Project Engineer	\$26.00
Project Engineer	\$24.00
Senior Design Engineer	\$22.00
Construction Engineer	\$19.25
Design Engineer/Designer	\$22.00
Environmental Scientist	\$21.00
Geologist	\$20.00
CADD Administrator	\$20.00
Senior CADD Technician	\$18.00
CADD Technician	\$15.75
Senior Construction Observer	\$20.00
Construction Observer	\$19.25
Project Surveyor	\$20.50
Party Chief	N/A
Instrument Man	\$19.25
Rodman	\$12.00
Clerical	\$10.00

August, 1999



VICINITY MAP



POST CONSTRUCTION PLAN

SCALE: 1"=30'

RECEIVED
APR 28 1999

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 7, 1999

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of the construction contract for the Sycamore/Leverett intersection and drainage improvements. Bids will be opened August 24, 1999 and the information provided at, or prior to, the August 31, 1999 Agenda Session.

COST TO CITY:

<u>\$ to be determined</u>	<u>\$555,526</u>	<u>Sycamore Street</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$81,385</u>	<u>Street/Drainage</u>
Account Number	Funds Used To Date '99	Program Name
<u>97030-0020</u>	<u>\$474,141</u>	<u>Sales tax</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: ☒ Budgeted Item Kevin D. Carlson Budget Adjustment Attached

Stephane (as to form only) 8/19/99
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

William J. Cramer (w/o actual Contract) 8-19-99
Accounting Manager Date
8-20-99
City Attorney Date
8-20-99
Purchasing Officer Date

Yolanda Fields 8-19-99
Internal Auditor Date
ADA Coordinator Date

STAFF RECOMMENDATION: Will be provided no later than August 31, 1999.

Jim Beavers 8-18-99
Division Head Date
Kevin D. Carlson 8-20-99
Department Director Date
Kevin D. Carlson 20 AUG 99
Administrative Services Director Date
Fred Humm 8/23/99
Mayor Date

Cross Reference

New Item: Yes ☐ No ☒

Prev Ord/Res #: 24-97

Orig Contract Date: 18 Mar 97

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director *CV*
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: August 18, 1999

Re: Agenda Request, Council Meeting of September 7, 1999.
Bid 99-68, Sycamore/Leverett intersection improvements.

The design for the Sycamore/Leverett intersection and drainage improvements has been completed and the project advertised for bid opening on August 24, 1999.

The bids will be opened August 24th, reviewed and the results presented to the City Council prior to, or at, the August 31, 1999 Agenda Session.

As previously approved by the Street Committee, the proposed improvements to be constructed include widening of Sycamore approximately 200 feet west of Leveret from two to four lanes and drainage improvements from approximately 200 feet west of Leveret continuing east approximately 670 feet to Scull Creek.

The 1999 project budget for the Sycamore improvements is \$555,526 of which \$26,335 has been obligated leaving \$529,191 prior to this request and prior to the engineering services contract.

enclosures:

1. Vicinity map
2. Schematic of intersection improvements
3. Proposed construction contract/specifications

FOR MAPS, SEE

ITEM A.5

SYCAMORE/LEVERETT
ENGINEERING

STAFF REVIEW FORM -- Supplemental Information

C SYC/LEV CONSTR
A.6 Page 3

- ☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

ORIGINAL is in process

the Fayetteville City Council meeting of September 7, 1999

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED: Sycamore/Leverett Intersection and drainage improvements, Bid 99-68.

Approval of:

1. Construction contract in the amount of \$522,695.30 to Sweetser Construction.
2. A project contingency in the amount of \$88,270.00.
3. Approval of a Budget Adjustment in the amount of 136,825.00.

COST TO CITY:

\$619,965.30 - <u>617,965.30</u>	<u>\$555,526</u>	<u>Sycamore Street</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$81,385</u>	<u>Street/Drainage</u>
Account Number	Funds Used To Date '99	Program Name
<u>97030-0020</u>	<u>\$474,141</u>	<u>Sales tax</u>
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: Approval.

Jim Beavers 8-26-99
Division Head Date

Cross Reference

Department Director Date

New Item: Yes ___ No x

Administrative Services Director Date

Prev Ord/Res #: 24-97

or Date

Orig Contract Date: 18 Mar 97

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director

From: Jim Beavers, City Engineer *JB*

Date: August 25, 1999

Re: Agenda Request, Council Meeting of September 7, 1999
Consent agenda, Sycamore/Leverett Intersection and drainage improvements.
Supplemental information:

1. Bid opening results, bid 99-68.
2. Request that the City Council award the contract and approve a project contingency.
3. Request a Budget Adjustment.

A. Bid results.

Bids were received and opened for the Sycamore/Leverett intersection and drainage improvements on August 24, 1999.

The following bids were received:

McClinton Anchor	Mobley	Sweetser
\$621,162.00	\$568,143.54	\$522,695.30

The engineer's estimate is not made public, however, the low bid is within 10% of the engineer's estimate.

B. Budget

The current budget for the Sycamore/Leverett project is \$474,141.00.

The anticipated remaining needs are:

Construction contract	\$522,695.30
Construction contingency, 10%,	\$52,270.00
Utility relocations currently being negotiated	\$30,000.00
Easements currently being negotiated	\$6,000.00
Total	\$610,965.30

A Budget Adjustment in the amount of \$136,824.30 is requested.

The proposed source of funds for the Budget Adjustment is reallocation of funds from the 6th Street Extension project which will be delayed into the year 2000.

C. Staff recommendation.

Staff recommends:

1. that the Council award the construction contract to Sweetser Construction in the amount of \$522,695.30.
2. Approval of a project contingency of \$88,270.00.
3. Approval of a budget adjustment to fully fund the project.

Enc:

Bid Tabulation

BID TABULATION

Hand del Cury

Item No.	Description	Unit	Estimated Quantity	APAC/MCCLENTON ANCHOR		MOBLEY		SWEETSER	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SP-4-5.1	Relocation of Sanitary Sewer Service	EA.	2	\$ 9,500.00	\$ 19,000.00	\$ 2,920.00	\$ 5,840.00	\$ 1,500.00	\$ 3,000.00
SP-5-5.1a	Relocation of Water Mains	L.F.	20	\$ 1,530.00	\$ 30,600.00	\$ 473.16	\$ 9,463.20	\$ 200.00	\$ 4,000.00
SP-5-5.1b	Relocation of Water Services	EA.	2	\$ 3,950.00	\$ 7,900.00	\$ 1,713.83	\$ 3,427.66	\$ 500.00	\$ 1,000.00
SP-7-4.1	6'x3' Precast Box Culvert	L.F.	470	\$ 280.00	\$ 131,600.00	\$ 247.22	\$ 116,193.40	\$ 285.00	\$ 133,950.00
SP-8-5.1a	Temporary Aggregate Sidewalk	L.F.	300	\$ 10.00	\$ 3,000.00	\$ 6.86	\$ 2,058.00	\$ 4.00	\$ 1,200.00
SP-8-5.1b	Temporary Safety Fence	L.F.	500	\$ 4.00	\$ 2,000.00	\$ 6.18	\$ 3,090.00	\$ 4.00	\$ 2,000.00
SP-9-5.1	PVC Conduit	L.F.	100	\$ 21.00	\$ 2,100.00	\$ 32.84	\$ 3,284.00	\$ 7.00	\$ 700.00
SP-10-5.1	Subbase Course	C.Y.	488	\$ 29.00	\$ 14,152.00	\$ 43.45	\$ 21,203.60	\$ 16.00	\$ 7,808.00
SP-11-4.1a	Thermoplastic Pavement Marking - 4" Yellow	L.F.	490	\$ 0.45	\$ 220.50	\$ 0.46	\$ 225.40	\$ 0.47	\$ 230.30
SP-11-4.1	Thermoplastic Pavement Marking - 4" White	L.F.	250	\$ 0.45	\$ 112.50	\$ 0.46	\$ 115.00	\$ 0.47	\$ 117.50
SP-11-4.1c	Thermoplastic Pavement Marking - 18" White - Stop Bar	L.F.	55	\$ 12.00	\$ 660.00	\$ 13.20	\$ 726.00	\$ 13.00	\$ 715.00
SP-11-4.1	Thermoplastic Pavement Marking - 9" White - Crosswalk	L.F.	560	\$ 8.00	\$ 4,480.00	\$ 8.80	\$ 4,928.00	\$ 8.50	\$ 4,760.00
SP-11-4.1e	Thermoplastic Pavement Marking - Words	EA.	2	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00
SP-11-4.1f	Thermoplastic Pavement Marking - Arrows	EA.	6	\$ 200.00	\$ 1,200.00	\$ 220.00	\$ 1,320.00	\$ 225.00	\$ 1,350.00
1.04	Site Preparation	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 32,623.43	\$ 32,623.43	\$ 25,000.00	\$ 25,000.00
2.09a	Unclassified Excavation	L.S.	1	\$ 27,000.00	\$ 27,000.00	\$ 19,710.00	\$ 19,710.00	\$ 65,000.00	\$ 65,000.00
2.09b	Undercut Excavation	C.Y.	100	\$ 18.00	\$ 1,800.00	\$ 49.38	\$ 4,938.00	\$ 16.00	\$ 1,600.00
3.06	Aggregate Base Course (Class 7)	TON	625	\$ 18.00	\$ 11,250.00	\$ 15.35	\$ 9,593.75	\$ 13.50	\$ 8,437.50
5.04a	ACHM Binder Course, Type 2	TON	170	\$ 65.00	\$ 11,050.00	\$ 49.17	\$ 8,358.90	\$ 41.00	\$ 6,970.00
5.04b	ACHM Surface Course, Type 2	TON	215	\$ 65.00	\$ 13,975.00	\$ 43.34	\$ 9,318.10	\$ 42.00	\$ 9,030.00
7.05	Concrete Driveway	S.Y.	180	\$ 35.00	\$ 6,300.00	\$ 42.18	\$ 7,592.40	\$ 32.00	\$ 5,760.00
8.09	Concrete Curb and Gutter	L.F.	700	\$ 8.80	\$ 6,160.00	\$ 10.13	\$ 7,091.00	\$ 8.00	\$ 5,600.00
9.06	Concrete Sidewalk	S.Y.	400	\$ 33.00	\$ 13,200.00	\$ 27.00	\$ 10,800.00	\$ 32.00	\$ 12,800.00
10.08a	Manhole	EA.	4	\$ 2,400.00	\$ 9,600.00	\$ 3,093.41	\$ 12,373.64	\$ 1,700.00	\$ 6,800.00

3.06	Aggregate Base Course (Class 7)	TON	625	\$	18.00	\$	11,250.00	\$	15.35	\$	9,593.75	\$	13.50	\$	8,437.50
5.04	ACHM Binder Course, Type 2	TON	170	\$	65.00	\$	11,050.00	\$	49.17	\$	8,358.90	\$	41.00	\$	6,970.00
5.04b	ACHM Surface Course, Type 2	TON	215	\$	65.00	\$	13,975.00	\$	43.34	\$	9,318.10	\$	42.00	\$	9,030.00
7.05	Concrete Driveway	S.Y.	180	\$	35.00	\$	6,300.00	\$	42.18	\$	7,592.40	\$	32.00	\$	5,760.00
8.09	Concrete Curb and Gutter	L.F.	700	\$	8.80	\$	6,160.00	\$	10.13	\$	7,091.00	\$	8.00	\$	5,600.00
9.06	Concrete Sidewalk	S.Y.	400	\$	33.00	\$	13,200.00	\$	27.00	\$	10,800.00	\$	32.00	\$	12,800.00
10.08a	Curb Inlet	EA.	4	\$	2,400.00	\$	9,600.00	\$	3,093.41	\$	12,373.64	\$	1,700.00	\$	6,800.00
10.08c	Junction Box	EA.	1	\$	2,300.00	\$	2,300.00	\$	3,632.73	\$	3,632.73	\$	1,700.00	\$	1,700.00
10.08d	Yard Drain	EA.	1	\$	450.00	\$	450.00	\$	1,432.62	\$	1,432.62	\$	200.00	\$	200.00
11.18a	Reinforced Concrete	C.Y.	350	\$	435.00	\$	152,250.00	\$	369.54	\$	129,339.00	\$	375.00	\$	131,250.00
13.08a	18" Reinforced Concrete Pipe, Class III	L.F.	126	\$	45.00	\$	5,670.00	\$	55.12	\$	6,945.12	\$	40.00	\$	5,040.00
13.08b	18" Reinforced Concrete Pipe, Class IV	L.F.	46	\$	62.00	\$	2,852.00	\$	66.14	\$	3,042.44	\$	42.00	\$	1,932.00
13.08b	24" Reinforced Concrete Pipe, Class IV	L.F.	30	\$	65.00	\$	1,950.00	\$	102.15	\$	3,064.50	\$	57.00	\$	1,710.00
14.07a	Solid Sodding	S.Y.	1500	\$	18.00	\$	27,000.00	\$	4.72	\$	7,080.00	\$	3.50	\$	5,250.00
16.08	Maintenance of Traffic	L.S.	1	\$	25,000.00	\$	25,000.00	\$	12,806.40	\$	12,806.40	\$	13,500.00	\$	13,500.00
17.05a	Permanent Asphalt Pavement Repair	S.Y.	120	\$	70.00	\$	8,400.00	\$	33.75	\$	4,050.00	\$	55.00	\$	6,600.00
17.05b	Permanent Concrete Pavement Repair	S.Y.	20	\$	70.00	\$	1,400.00	\$	198.79	\$	3,975.80	\$	60.00	\$	1,200.00
17.05c	Temporary Pavement Repair	S.Y.	100	\$	17.00	\$	1,700.00	\$	101.25	\$	10,125.00	\$	20.00	\$	2,000.00
20.06	Pipe Embedment	TON	20	\$	18.00	\$	360.00	\$	88.63	\$	1,772.60	\$	25.00	\$	500.00
24.03	Temporary Erosion Control	L.S.	1	\$	8,100.00	\$	8,100.00	\$	17,338.05	\$	17,338.05	\$	7,500.00	\$	7,500.00
25.05a	Chain Link Fence	L.F.	350	\$	10.00	\$	3,500.00	\$	11.00	\$	3,850.00	\$	7.50	\$	2,625.00
26.05	Trench and Excavation Safety System	L.S.	1	\$	13,000.00	\$	13,000.00	\$	37,424.03	\$	37,424.03	\$	2,500.00	\$	2,500.00
27.04	Cold Milling Asphalt Pavement	S.Y.	60	\$	20.00	\$	1,200.00	\$	24.75	\$	1,485.00	\$	45.00	\$	2,700.00
28.05	Guard Rail - Type I	L.F.	50	\$	58.00	\$	2,900.00	\$	101.20	\$	5,060.00	\$	65.00	\$	3,250.00
31.03	Roadway Construction Control	L.S.	1	\$	10,100.00	\$	10,100.00	\$	9,527.63	\$	9,527.63	\$	15,000.00	\$	15,000.00
33.03	Valve or Meter Box Adjusted to Grade	EA.	2	\$	350.00	\$	700.00	\$	550.97	\$	1,101.94	\$	200.00	\$	400.00
34.06	Remove and Replace Fence	L.F.	350	\$	25.00	\$	8,750.00	\$	26.40	\$	9,240.00	\$	26.00	\$	9,100.00
38.05	Riprap	C.Y.	12	\$	60.00	\$	720.00	\$	85.60	\$	1,027.20	\$	30.00	\$	360.00
TOTAL AMOUNT BID				\$		\$	621,162.00	\$		\$	568,143.54	\$		\$	512,695.30

Section 00500

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 _____ (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:

Sycamore and Leverett Intersection Improvements

Asphalt pavement reconstruction and widening, construction of sidewalks, driveways, curbs, access ramps, cast-in-place and precast reinforced concrete box culvert, storm drainage pipe and structures, and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by

Garver Engineers
3810 Front Street, Suite 10
Fayetteville, AR 72703

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 substantially completed within 120 calendar days after the date when the Contract Time begins as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 150 calendar days after the date when the Contract Time begins.

If delays in utility relocations by others impede the Contractor's progress for major Contract items and/or items critical to the prosecution of the work within the Contract Time, the Contract Time will be temporarily suspended or adjusted by the City as appropriate. During such periods, the Contractor will be allowed to work on minor Contract items, as approved by the City, without spending Contract Time.

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 Five hundred dollars (\$500.00) 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 Five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

The OWNER agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in the Proposal which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

As provided in paragraph 11.03 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 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B 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 and 5.1.2 below and SC-14.02 of Section 00800.

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 paragraphs 14.02.B.5 & 14.02.D 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 paragraphs 14.02.B.5 & 14.02.D 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 paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B & C.

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 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 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 4.02 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 7, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 15, inclusive).
- 7.7. Specifications consisting of Divisions 1 through 2 as listed in Table of Contents herein.
- 7.8. Addenda numbers ___ to ___, inclusive.
- 7.9. Drawings (not attached hereto) consisting of a cover sheet and sheets numbered 1 through 25, inclusive with each sheet bearing the following general title:

Sycamore and Leverett Intersection Improvements

- 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 paragraph 3.04 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 paragraph 3.04 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 six (6) counterparts. 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: _____

By: _____
Mayor

By: _____

Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

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. _____

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 September 7, 1999

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of :

1. The construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00.
2. A project contingency of 15% of the construction costs, \$98,835.00. The total amount requested is \$757,735.00.
3. Approval of a budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.

COST TO CITY:

<u>\$ 757,735</u>	<u>\$494,755</u>	<u>Ruppel Road</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$64,837</u>	<u>Street/Drainage</u>
Account Number	Funds Used To Date '99	Program Name
<u>98032-0020</u>	<u>\$429,918</u>	<u>Sales tax</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] [Signature]
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

<u>Marilyn J. Cramer</u>	<u>8-19-99</u>	<u>[Signature]</u>	<u>8-20-99</u>
Accounting Manager	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>8-20-99</u>	<u>[Signature]</u>	<u>8-20-99</u>
City Attorney	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>8-20-99</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Approval.

<u>[Signature]</u>	<u>8-19-99</u>
Division Head	Date
<u>[Signature]</u>	<u>8-20-99</u>
Department Director	Date
<u>[Signature]</u>	<u>20 AUG 99</u>
Administrative Services Director	Date
<u>[Signature]</u>	<u>8/23/99</u>
Mayor	Date

Cross Reference

New Item: Yes ☒ No ☐

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director
Contract Review

From: Jim Beavers, City Engineer *JB*

Date: August 19, 1999

Re: Agenda Request, Council Meeting of September 7, 1999

Approval of :

1. The construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00.
2. A project contingency of 15% of the construction costs, \$98,835.00. The total amount requested is \$757,735.00.
3. Approval of a budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.

Bids for the Ruppel Road Street and Drainage improvements north from Mount Comfort Road were opened August 13, 1999. Bids ranged from \$942,440.14 to \$658,900.00.

The qualified low bidder was McClinton-Anchor at \$658,900.00 (under the engineer's estimate).

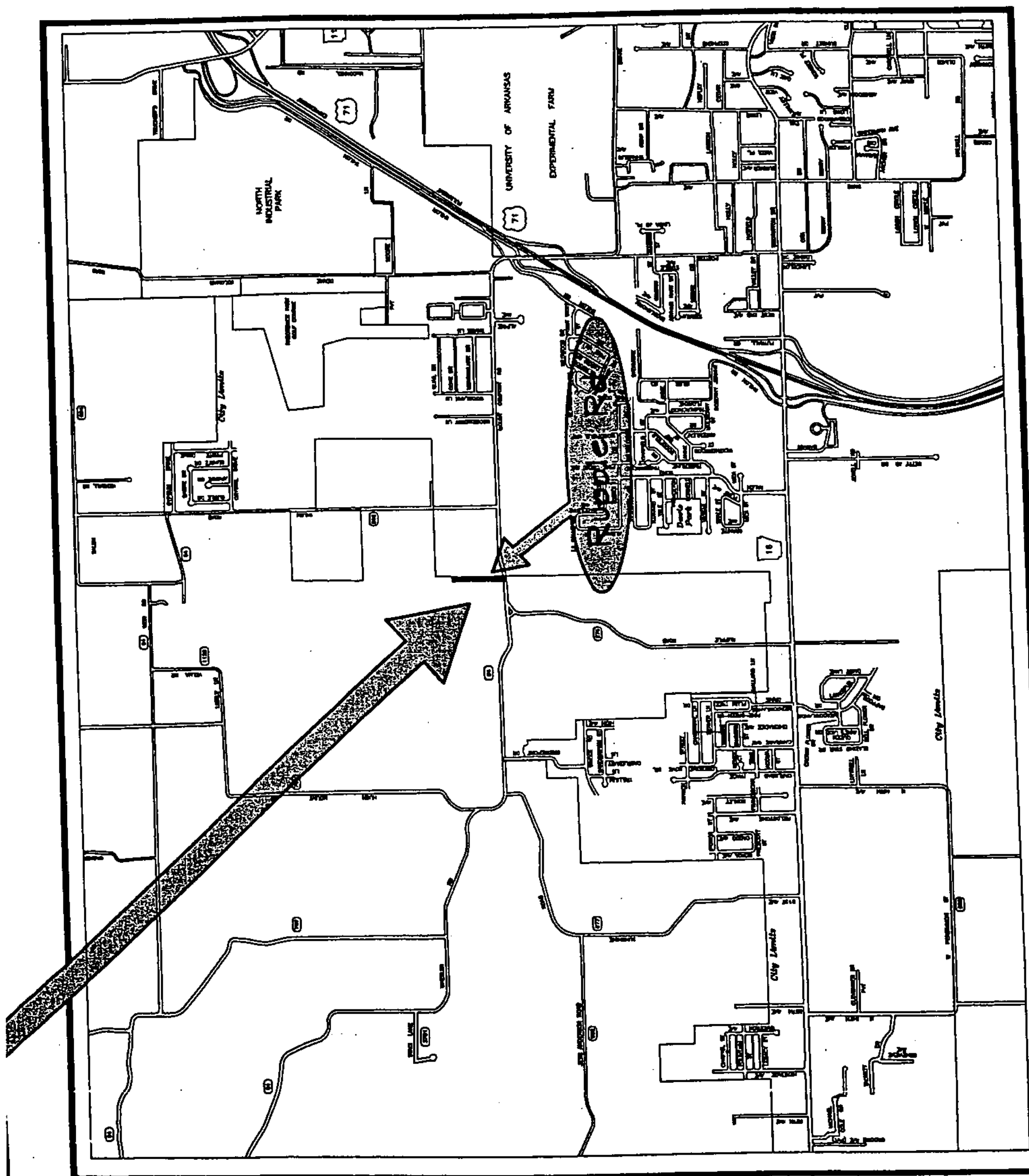
Please refer to the attached bid tabulation for information on the four bids received.

The 1999 project budget for the Ruppel Road Improvements is \$494,755.00. To date (1999) \$64,837 has been used leaving a balance of \$429,918.00.

The amount requested for Ruppel Road is \$757,735.00. A budget adjustment in the amount of \$327,817.00 is requested.

enclosures:

1. Vicinity map.
2. Bid tabulation summary.
2. Copy of bid schedule and contract. Originals for signature are being prepared.



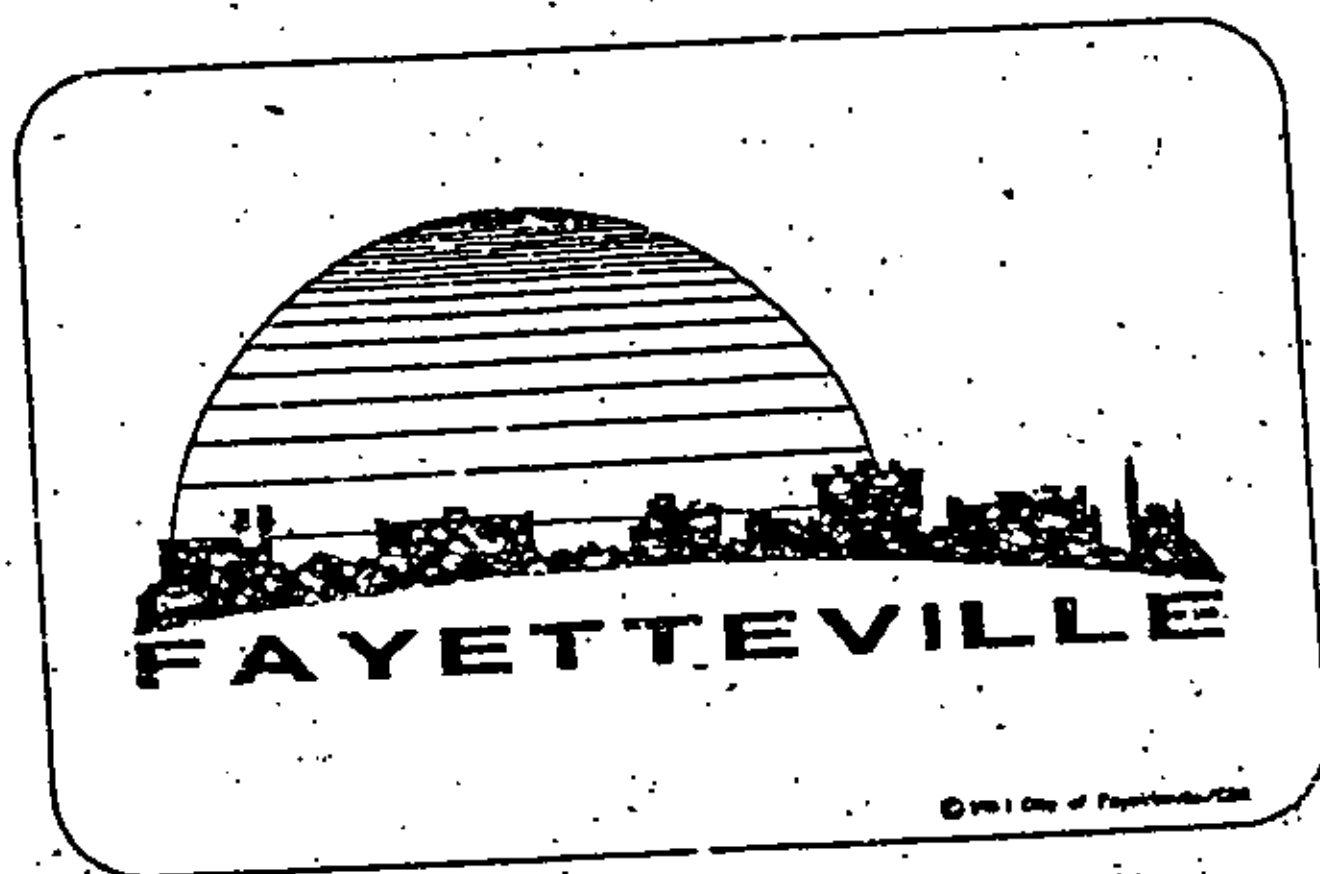
CONSTRUCTION
RUPPLE ROAD STREET & DRAINAGE IMPROVEMENTS
FAYETTEVILLE, ARKANSAS

AUGUST 13, 1999

SSI, Inc. Tomlinson Asphalt Swensler Construction McClinton-Anchor

Item No.	Item	Estimated Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	Clearing and Grubbing Trees	1.00 LS	15,870.00	15,870.00	8,500.00	8,500.00	6,200.00	6,200.00	7,400.00	7,400.00
2	Site Preparation	1.00 LS	34,500.00	34,500.00	31,000.00	31,000.00	22,000.00	22,000.00	31,000.00	31,000.00
3	Common Excavation	12,000.00 CY	7.82	93,840.00	7.45	89,400.00	9.00	108,000.00	4.00	55,200.00
4	Rock Excavation	300.00 CY	115.00	34,500.00	130.00	39,000.00	95.00	28,500.00	30.00	9,000.00
5	Compacted Embankment Subgrade Fill	4,000.00 CY	9.09	36,360.00	10.00	40,000.00	9.75	39,000.00	6.00	24,000.00
6	Undercut and Backfill	2,000.00 CY	14.95	29,900.00	12.00	24,000.00	12.50	25,000.00	10.00	21,200.00
7	Aggregate Base Course (under pavement)	3,200.00 TN	13.90	44,480.00	14.25	45,600.00	13.00	41,600.00	13.40	42,880.00
8	ACHM Surface Course (Type 2)	900.00 TN	37.32	33,588.00	38.95	35,055.00	42.00	37,800.00	33.50	30,150.00
9	ACHM Binder Course (Type 2)	1,800.00 TN	37.09	66,762.00	37.05	66,690.00	41.00	73,800.00	31.00	55,800.00
10	Concrete Driveway	575.00 SY	31.05	17,853.75	30.00	17,250.00	34.00	19,550.00	27.00	15,525.00
11	ACHM Surface Course w/concrete patching	25.00 SY	34.50	862.50	100.00	2,500.00	65.00	1,625.00	44.00	1,100.00
12	18-Inch Reinforced Concrete Pipe	790.00 LF	43.19	34,120.10	38.00	30,020.00	27.50	21,725.00	34.50	27,255.00
13	24-Inch Reinforced Concrete Pipe	1,103.00 LF	47.46	52,443.30	52.50	58,112.50	44.50	49,172.50	41.00	45,305.00
14	30-Inch Reinforced Concrete Pipe	270.00 LF	68.13	17,855.10	59.40	16,038.00	47.50	12,825.00	51.00	13,770.00
15	29"x45" Elliptical Reinforced Concrete Pipe	335.00 LF	116.52	39,034.20	85.25	28,558.75	79.50	26,632.50	76.00	25,460.00
16	Drop Inlet Extensions (4 ft)	2.00 EA	920.00	1,840.00	450.00	900.00	500.00	1,000.00	420.00	840.00
17	Drop Inlet Extensions (8 ft)	11.00 EA	1,840.00	20,240.00	800.00	8,800.00	850.00	9,350.00	700.00	7,700.00
18	18-Inch Flared End Section w/Curtain V	1.00 EA	862.50	862.50	1,250.00	1,250.00	800.00	800.00	1,650.00	1,650.00
19	29"x45" Elliptical Flared End Section w/Curtain V	1.00 EA	2,415.00	2,415.00	2,200.00	2,200.00	2,200.00	2,200.00	2,100.00	2,100.00
20	4 Ft x 4 Ft Type 'C' or 4 Ft Dia. 'MO' Drop Inlets	12.00 EA	2,300.00	27,600.00	1,830.00	21,960.00	1,800.00	21,600.00	2,200.00	4,400.00
21	5 Ft x 5 Ft Type 'C' or 5 Ft Dia. 'MO' Drop Inlets	2.00 EA	2,645.00	5,290.00	2,080.00	4,160.00	1,800.00	3,600.00	2,000.00	4,000.00
22	4 Ft x 4 Ft Junction Box or 4 Ft Dia. 'MO' Box	1.00 EA	3,910.00	3,910.00	8,100.00	8,100.00	4,900.00	4,900.00	4,800.00	4,800.00
23	8 Ft x 4 Ft Reinforced Concrete Drop Str.	150.00 CY	662.40	99,360.00	350.00	52,500.00	375.00	56,250.00	375.00	56,250.00
24	Reinforced Concrete Retaining Wall	10.00 EA	2,415.00	24,150.00	600.00	6,000.00	850.00	8,500.00	3.00	2,250.00
25	Access Ramps	750.00 LF	1.73	1,297.50	2.50	1,875.00	5.00	3,750.00	7.00	5,250.00
26	Protective Fencing for Trees	200.00 LF	11.50	2,300.00	10.00	2,000.00	20.00	4,000.00	31.00	6,200.00
27	4 Ft Bottom Earthen Drainage Ditch	50.00 TN	40.25	2,012.50	27.00	1,350.00	30.00	1,500.00	7.00	350.00
28	Stone Rip Rap	1,800.00 CY	17.25	31,050.00	15.50	27,900.00	12.00	21,600.00	25.00	45,000.00
29	Imported Top Soil	2,300.00 SY	25.98	59,524.00	24.00	55,200.00	27.00	62,100.00	37.00	85,800.00
30	Concrete Sidewalk	50.00 LF	69.00	3,450.00	48.00	2,400.00	42.00	2,100.00	1,500.00	15,000.00
31	Guard Rail	1.00 LS	4,600.00	4,600.00	12,000.00	12,000.00	9,200.00	9,200.00	1,600.00	1,600.00
32	Maintenance of Traffic	3.50 AC	2,300.00	8,050.00	800.00	2,800.00	2,700.00	9,450.00	5.00	17,500.00
33	Seeding and Mulching	850.00 LF	9.52	8,092.00	7.25	6,162.50	7.00	5,950.00	29.00	24,610.00
34	4-Inch Diameter PVC Conduit (Schedule 40)	180.00 LF	48.39	8,710.20	35.75	6,435.00	28.00	5,040.00	7.60	1,368.00
35	18-Inch Diameter Steel Encasement (Sch. 10)	4,600.00 LF	7.76	35,696.00	7.00	32,200.00	28.00	128,000.00	21.00	96,600.00
36	Concrete Curb and Gutter	300.00 LF	13.04	3,912.00	25.00	7,500.00	4.00	1,200.00	3.25	975.00
37	6" PVC C900(DR 14) or DI Water Line	500.00 LB	3.45	1,725.00	5.25	2,625.00	5.00	2,500.00	5.00	2,500.00
38	Ductile Iron Fittings	1,500.00 LF	5.75	8,625.00	3.25	4,875.00	5.00	7,500.00	2.00	3,000.00
39	Silt Fence (Type E-4)	1,200.00 LF	3.45	4,140.00	2.25	2,700.00	5.00	6,000.00	8.00	9,600.00
40	Silt Fence (Type E-5)	100.00 EA	6.00	600.00	8.00	800.00	10.00	1,000.00	8.00	800.00
41	Straw Bales	200.00 CY	5.75	1,150.00	6.00	1,200.00	10.00	2,000.00	18.00	3,600.00
42	Excavation for Sediment Basin (Type E-9)	75.00 SF	45.70	3,427.50	45.70	3,427.50	45.00	3,375.00	0.75	56.25
43	Signs	4,000.00 LF	0.81	3,240.00	0.80	3,200.00	0.80	3,200.00	0.75	3,000.00
44	Thermoplastic 4-Inch Yellow Pave Marking	200.00 LF	0.81	162.00	14.40	2,880.00	12.75	2,550.00	12.50	2,500.00
45	Thermoplastic 4-Inch White Pave Marking	300.00 LF	0.81	243.00	200.00	200.00	175.00	525.00	180.00	540.00
46	Thermoplastic 18-Inch White Pave Marking	2.00 EA	201.25	402.50	635.00	1,270.00	575.00	1,150.00	565.00	1,130.00
47	Thermoplastic White Pave Marking (Arrows)	2.00 EA	632.50	1,265.00	320.00	640.00	300.00	900.00	285.00	570.00
48	Thermo White Pave Mark Words (SCHOOL)	2.00 EA	316.25	632.50	500.00	1,000.00	800.00	1,600.00	350.00	700.00
49	Thermo White Pave Mark Words (ONLY)	2.00 CY	747.50	1,495.00	3500.00	3500.00	800.00	800.00	1,350.00	1,350.00
50	Reinforced Concrete for Headwall	1.00 LS	1,150.00	1,150.00						
51	Excavation Safety									
TOTAL BASE BID				\$942,440.15		\$827,034.25		\$823,820.00		\$658,900.00

PROJECT MANUAL



CITY OF FAYETTEVILLE

RUPPLE ROAD STREET & DRAINAGE IMPROVEMENTS

BID # 99-22

FAYETTEVILLE, ARKANSAS

JULY 1999



Section 00300

BID FORM

Contract 99-22

Rupple Road Street & Drainage Improvements
Fayetteville, Arkansas

Bid of AAC ARKANSAS, INC. McClinton - Anchor^{DIV.} (hereinafter called "Bidder"), a corporation,
organized and existing under the laws of the State of Delaware, or a partnership, or an
individual doing business as N/A

To: *City of Fayetteville*, (hereinafter called the "Owner"):

The Bidder, in compliance with the Owner's Advertisement For Bids on July 25, 1999 and August 1, 1999, and having examined the drawings and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including normal inclement weather conditions and the availability of materials, and labor, hereby proposes to furnish all labor, materials, and equipment to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents. The costs of miscellaneous material items not listed below that are required for a complete job shall be included in the prices below and shall not be a cause for an extra.

Bidder hereby agrees to commence work under this contract on or before a date to be agreed upon by the Contractor and the Owner and to substantially complete the project within 220 consecutive calendar days thereafter as stipulated in the General Conditions and to fully complete the project within 250 consecutive calendar days after that agreed date.

Bidder acknowledges receipt of the following addendum

Addendum No.

Subject

1

8-10-99 CHANGES TO SPECS & DRAWINGS

2

8-10-99 CHANGES TO BID DATA & DRAWINGS

RUPPLE ROAD STREET & DRAINAGE IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
1	1	Lump Sum	Clearing and Grubbing Trees	
			<u>Seventy thousand four hundred and ⁴⁰/₁₀₀</u> dollars (\$ <u>7,400.00</u>)/LS amount written in words in figures	\$ <u>7,400.00</u> in figures
2	1	Lump Sum	Site Preparation	
			<u>Thirty one thousand and ⁰⁰/₁₀₀</u> dollars (\$ <u>31,000.00</u>)/LS amount written in words in figures	\$ <u>31,000.00</u> in figures
3	12000	Cu Yd	Common Excavation	
			<u>Four and ⁶⁰/₁₀₀</u> dollars (\$ <u>4.60</u>)/CY amount written in words in figures	\$ <u>55,200.00</u> in figures
4	300	Cu Yd	Rock Excavation	
			<u>Thirty and ⁰⁰/₁₀₀</u> dollars (\$ <u>30.00</u>)/CY amount written in words in figures	\$ <u>9,000.00</u> in figures
5	4000	Cu Yd	Compacted Embankment Subgrade Fill (Select Hillside Material)	
			<u>Six and ⁴⁰/₁₀₀</u> dollars (\$ <u>6.00</u>)/CY amount written in words in figures	\$ <u>24,000.00</u> in figures
6	2000	Cu Yd	Undercut and Backfill	
			<u>Ten and ⁶⁰/₁₀₀</u> dollars (\$ <u>10.60</u>)/CY amount written in words in figures	\$ <u>21,200.00</u> in figures
7	3200	Tons	Aggregate Base Course (under pavement, storm sewer trench in pavement)	
			<u>Thirteen and ⁴⁰/₁₀₀</u> dollars (\$ <u>13.40</u>)/TN amount written in words in figures	\$ <u>42,880.00</u> in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
	900	Tons	ACHM Surface Course (Type 2)	
	Thirty three	$\frac{50}{100}$	dollars (\$ 33.50)/TN	\$ 30,150.00
	amount written in words		in figures	in figures
9	1800	Tons	ACHM Binder Course (Type 2)	
	Thirty one	$\frac{80}{100}$	dollars (\$ 31.00)/TN	\$ 55,800.00
	amount written in words		in figures	in figures
10	575	Sq Yd	Concrete Driveway	
	Twenty seven	$\frac{80}{100}$	dollars (\$ 27.00)/SY	\$ 15,525.00
	amount written in words		in figures	in figures
11	25	Sq Yd	ACHM Surface Course w/concrete (Patching)	
	Forty Four	$\frac{80}{100}$	dollars (\$ 44.00)/SY	\$ 1100.00
	amount written in words		in figures	in figures
12	790	Lin Ft	18-inch Reinforced Concrete Pipe	
	Thirty Four	$\frac{50}{100}$	dollars (\$ 34.50)/LF	\$ 27,255.00
	amount written in words		in figures	in figures
13	1105	Lin Ft	24-inch Reinforced Concrete Pipe	
	Forty one	$\frac{80}{100}$	dollars (\$ 41.00)/LF	\$ 45,305.00
	amount written in words		in figures	in figures
14	270	Lin Ft	30-inch Reinforced Concrete Pipe	
	Fifty one	$\frac{80}{100}$	dollars (\$ 51.00)/LF	\$ 13,770.00
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
15	335	Lin Ft	29" x 45" Elliptical Reinforced Concrete Pipe	
	<u>Seventy Six</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>76.00</u>)/LF	\$ <u>25,460.00</u>
	amount written in words		in figures	in figures
16	2	Each	Drop Inlet Extensions (4 ft)	
	<u>Four hundred twenty</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>420.00</u>)/EA	\$ <u>840.00</u>
	amount written in words		in figures	in figures
17	11	Each	Drop Inlet Extensions (8 ft)	
	<u>Seven hundred</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>700.00</u>)/EA	\$ <u>7,700.00</u>
	amount written in words		in figures	in figures
18	1	Each	18-inch Flared End Section w/Curtain Wall	
	<u>Seven hundred</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>700.00</u>)/EA	\$ <u>700.00</u>
	amount written in words		in figures	in figures
19	1	Each	29" x 45" Elliptical Flared End Section w/Curtain Wall	
	<u>One thousand six hundred fifty</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>1,650.00</u>)/EA	\$ <u>1,650.00</u>
	amount written in words		in figures	in figures
20	12	Each	4 Ft x 4 Ft Type 'C' or 4 Ft Diameter 'MO' Drop Inlets	
	<u>Two thousand one hundred</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>2,100.00</u>)/EA	\$ <u>25,200.00</u>
	amount written in words		in figures	in figures
21	2	Each	5 Ft x 5 Ft Type 'C' or 5 Ft Diameter 'MO' Drop Inlets	
	<u>Two thousand two hundred</u>	<u>$\frac{20}{100}$</u>	dollars (\$ <u>2,200.00</u>)/EA	\$ <u>4,400.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
22	1	Each	4 Ft x 4 Ft Junction Box or 4 Ft Diameter 'MO' Box	
			Two thousand $\frac{00}{100}$ dollars (\$2,000.00)/EA	\$2,000.00
			amount written in words in figures	in figures
23	1	Each	8 Ft x 4 Ft Reinforced Concrete Drop Structure	
			Four thousand eight hundred $\frac{00}{100}$ dollars (\$4,800.00)/EA	\$4,800.00
			amount written in words in figures	in figures
24	150	Cu Yd	Reinforced Concrete Retaining Wall	
			Two hundred seventy seven $\frac{00}{100}$ dollars (\$277.00)/CY	\$41,550.00
			amount written in words in figures	in figures
25	10	Each	Access Ramps	
			Three hundred seventy five $\frac{00}{100}$ dollars (\$375.00)/EA	\$3,750.00
			amount written in words in figures	in figures
26	750	Lin Ft	Protective Fencing for Trees	
			Three $\frac{00}{100}$ dollars (\$3.00)/LF	\$2,250.00
			amount written in words in figures	in figures
27	200	Lin Ft	4 Ft Bottom Earthen Drainage Ditch	
			Seven $\frac{00}{100}$ dollars (\$7.00)/LF	\$1,400.00
			amount written in words in figures	in figures
28	50	Tons	Stone Rip Rap	
			Thirty one $\frac{00}{100}$ dollars (\$31.00)/TN	\$1,550.00
			amount written in words in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
29	1800	Cu Yd	Imported Top Soil	
	<u>Seven</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>7.00</u>)/CY	\$ <u>12,600.00</u>
	amount written in words		in figures	in figures
30	2300	Sq Yd	Concrete Sidewalk	
	<u>Twenty Five</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>25.00</u>)/SY	\$ <u>57,500.00</u>
	amount written in words		in figures	in figures
31	50	Lin Ft	Guard Rail	
	<u>Thirty Seven</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>37.00</u>)/LF	\$ <u>1850.00</u>
	amount written in words		in figures	in figures
32	1	Lump Sum	Maintenance of Traffic	
	<u>One thousand five hundred</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>1500.00</u>)/LS	\$ <u>1500.00</u>
	amount written in words		in figures	in figures
33	3.5	Acres	Seeding and Mulching	
	<u>One thousand six hundred</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>1600.00</u>)/AC	\$ <u>5600.00</u>
	amount written in words		in figures	in figures
34	850	Lin Ft	4-inch Diameter PVC Conduit (Schedule 40)	
	<u>Five</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>5.00</u>)/LF	\$ <u>4250.00</u>
	amount written in words		in figures	in figures
35	180	Lin Ft	16-inch Diameter Steel Encasement (Schedule 10)	
	<u>Twenty nine</u>	<u>$\frac{NO}{100}$</u>	dollars (\$ <u>29.00</u>)/LF	\$ <u>5220.00</u>
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
36	4600	Lin Ft	Concrete Curb and Gutter	
	Seven	$\frac{60}{100}$	dollars (\$ $\frac{7.60}{100}$)/LF	\$ $\frac{34960.00}{100}$
	amount written in words		in figures	in figures
37	300	Lin Ft	6" PVC C900 (DR 14) or Ductile Iron Water Line	
	Twenty one	$\frac{40}{100}$	dollars (\$ $\frac{21.00}{100}$)/LF	\$ $\frac{6300.00}{100}$
	amount written in words		in figures	in figures
38	500	Pounds	Ductile Iron Fittings	
	Three	$\frac{25}{100}$	dollars (\$ $\frac{3.25}{100}$)/LB	\$ $\frac{1625.00}{100}$
	amount written in words		in figures	in figures
39	1500	Lin Ft	Silt Fence (Type E-4)	
	Five	$\frac{50}{100}$	dollars (\$ $\frac{5.00}{100}$)/LF	\$ $\frac{7500.00}{100}$
	amount written in words		in figures	in figures
40	1200	Lin Ft	Silt Fence (Type E-5)	
	Two	$\frac{40}{100}$	dollars (\$ $\frac{2.00}{100}$)/LF	\$ $\frac{2400.00}{100}$
	amount written in words		in figures	in figures
41	100	Each	Straw Bales	
	Eight	$\frac{80}{100}$	dollars (\$ $\frac{8.00}{100}$)/EA	\$ $\frac{800.00}{100}$
	amount written in words		in figures	in figures
42	200	Cu Yd	Excavation for Sediment Basin (Type E-9)	
	Eight	$\frac{80}{100}$	dollars (\$ $\frac{8.00}{100}$)/CY	\$ $\frac{1600.00}{100}$
	amount written in words		in figures	in figures

Item No.	Estimated Quantity	Unit	Description of Item and Unit Price Bid	Total Amount
43	75	Sq Ft	Signs	
	<u>Eighteen</u>	<u>100</u>	dollars (\$ <u>18.00</u>)/SF	\$ <u>1350.00</u>
	amount written in words		in figures	in figures
44	4000	Lin Ft	Thermoplastic 4-inch Yellow Pavement Marking	
	<u>No</u>	<u>75</u>	dollars (\$ <u>0.75</u>)/LF	\$ <u>3,000.00</u>
	amount written in words		in figures	in figures
45	200	Lin Ft	Thermoplastic 4-inch White Pavement Marking	
	<u>No</u>	<u>75</u>	dollars (\$ <u>0.75</u>)/LF	\$ <u>150.00</u>
	amount written in words		in figures	in figures
46	300	Lin Ft	Thermoplastic 18-inch White Pavement Marking	
	<u>Twelve</u>	<u>50</u>	dollars (\$ <u>12.50</u>)/LF	\$ <u>3750.00</u>
	amount written in words		in figures	in figures
47	2	Each	Thermoplastic White Pavement Marking (Arrows)	
	<u>One hundred Eighty</u>	<u>2</u>	dollars (\$ <u>180.00</u>)/EA	\$ <u>360.00</u>
	amount written in words		in figures	in figures
48	2	Each	Thermoplastic White Pavement Marking Words (SCHOOL)	
	<u>Five hundred Sixty Five</u>	<u>2</u>	dollars (\$ <u>565.00</u>)/EA	\$ <u>1,130.00</u>
	amount written in words		in figures	in figures
49	2	Each	Thermoplastic White Pavement Marking Words (ONLY)	
	<u>Two hundred Eighty Five</u>	<u>2</u>	dollars (\$ <u>285.00</u>)/LF	\$ <u>570.00</u>
	amount written in words		in figures	in figures

50 2 Cu Yd Reinforced Concrete for Headwall

Three hundred Fifty ^{no}/_{1.00} dollars (\$ 350.00)/CY
amount written in words in figures

\$ 700.00
in figures

51 1 Lump Sum Excavation Safety

One thousand Three hundred Fifty ⁵⁰/_{1.00} dollars (\$ 1,350.00)/LS
amount written in words in figures

\$ 1,350.00
in figures

TOTAL BASE BID..... \$ 658,900.00

The Bidder shall state the price bid in words and figures (written in ink or typed) for each pay item, and the total bid. In case of conflict between words and figures, the words, unless obviously incorrect, shall govern.

Bidder understands that the Owner reserves the right to award the total project, or to reject any or all bids and to waive any formalities in the bidding.

Bidder agrees that this Bid shall be good and will not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

ARC ARKANSAS, INC. McCLINTON-Anchor DIV.

Firm Name

By James A. Coe

240 N. Block, P.O. Box 1367

Address

Fayetteville Ar 72702
City State

0011841299
Arkansas State Contractor's License Number

End of Section 00300 - Bid Form

Section 00500

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 _____ (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 - Ruppel Road Street & Drainage Improvements

Demolition of trees and shrubs, drainage structures, asphalt pavement and fences, wooden bollards and other various items; construction of approximately 2200 LF of asphalt pavement with associated earthwork and base material; construction of concrete curb and gutter, concrete sidewalk, and concrete access ramps; construction of reinforced concrete retaining wall, reinforced concrete pipe, drainage ditches and other drainage structures; construction of pavement markings, signage 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 substantially completed within 220 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraphs 14.07.B & C of the General Conditions within 250 calendar days after the date when the Contract Time commences to run.

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
Total Base Bid Amount					

As provided in paragraph 11.03 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 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03.B 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 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07 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 paragraphs 14.02.B.5 & 14.02.D 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 paragraphs 14.02.B.5 & 14.02.D 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 paragraphs 14.02.B.5 & 14.02.D of the General Conditions.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraphs 14.07.B & C of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraphs 14.07.B & C.

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 4.02.A of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 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 4.02 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 __, inclusive).
- 7.2. Performance and Payment Bonds, (Exhibits A and B respectively).
- 7.3. Certificates of Insurance, (Exhibit C).
- 7.4. Documentation submitted by CONTRACTOR prior to Notice of Selection (Exhibit D).
- 7.5. General Conditions (pages 1 to 42, inclusive).
- 7.6. Supplementary Conditions (pages 1 to 15, 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 25, inclusive with each sheet bearing the following general title:

Ripple Road Street & Drainage Improvements

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 paragraph 3.04 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 paragraph 3.04 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: _____

By: _____
Mayor

By: _____

Title

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

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. _____

Agent for service of process:

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

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

**RUPPLE ROAD
A.7 Page 23**

Budget Year	Department: Sales Tax Capital Improvement Fund	Date Requested	Adjustment #
1999	Division:	08/19/99	
	Program:		

Project or Item Requested:
Additional funding is requested to fund the construction contract for Ruppel Road.

Project or Item Deleted:
Approximately 40% of 6th Street Extension Project funding is proposed for this adjustment.

Justification of this Increase:
The low bid was in excess of the funds budgeted.

Justification of this Decrease:
The 6th Street Extension Project will be rescheduled to early 2000.

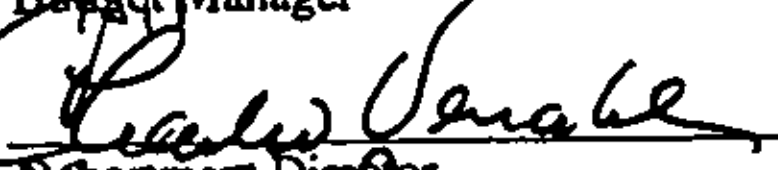
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	327,817	4470	9470	5809	00	98032	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	327,817	4470	9470	5809	00	96044	20

Approval Signatures

Requested By	Date
	8-19-99
Budget Manager	Date
	8-20-99
Department Director	Date
	20 Aug 99
Public 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 _____

RECEIVED

AUG 16 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

STAFF REVIEW FORM

AGENDA REQUEST
☒ CONTRACT REVIEW
GRANT REVIEW

For the Fayetteville City Council meeting of September 7, 1999

FROM:

Frederick
Name

Airport
Division

General GMT.
Department

ACTION REQUIRED: The Airport staff requests approval of a lease with the Federal Aviation Administration for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33. This lease replaces their expired lease for a 2,205.05 square foot building at a rate of approximately \$11.75 per square foot annually. The Airport Board did approve this lease at their August 1999 meeting. Please execute all four copies and return three copies to the airport.

COST TO CITY:

\$ N/A

Cost of this Request

5550-0955-4455-00

Account Number

N/A

Project Number

\$ N/A

Category/Project Budget

\$ N/A

Funds used to date.

\$ N/A

Remaining Balance

N/A

Category/Project Name

N/A

Program Name

Airport

Fund

BUDGET REVIEW:

Attached

[Signature]
Budget Coordinator

 Budgeted Item

 Budget Adjustment

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

[Signature]
Accounting Manager

[Signature]
City Attorney

[Signature]
Purchasing Officer

8/13/99

Date

8-13-99

Date

8-13-99

Date

GRANTING AGENCY:

[Signature]
ADA Coordinator

[Signature]
Internal Auditor

8-13-99

Date

8-13-99

Date

STAFF RECOMMENDATION:

Staff recommends approval.

[Signature]
Division Head

Date

Cross Reference

New Item: Yes

No

Prev. Ord/Res#:

Orig Cont. Date:

[Signature]
Department Director

[Signature]
Administrative Services Director

16 AUG 99

Date

8/16/99

Date

Date



FAYETTEVILLE

AIRPORT DEPARTMENT
THE CITY OF FAYETTEVILLE, ARKANSAS

TO: FAYETTEVILLE CITY COUNCIL

THRU: FRED HANNA, MAYOR

FROM: DALE FREDERICK, AIRPORT MANAGER 

DATE: AUGUST 11, 1999

SUBJECT: LEASE WITH THE FEDERAL AVIATION ADMINISTRATION FOR OFFICE SPACE FOR THEIR SYSTEM SUPPORT CENTER.

The Airport staff requests approval of a lease with the Federal Aviation Administration (FAA) for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33.

This lease replaces the FAA's expired lease on a building which was renovated for them five years ago. This building has 2,205.05 square feet of space which is renting at a rate of approximately \$11.75 per square foot a year.

The Airport Board did approve this lease at their August 1999 meeting.

DF/bjm

Attachments: Contract Review Form
4 Originals Lease Agreements with Corporate Certificates

STANDARD FORM 2
FEBRUARY 1965 EDITION
GENERAL SERVICES
ADMINISTRATION
FPR(41 CFR) 1-16.601

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO. DTFA07-00-L-01160

THIS LEASE, made and entered into this date by and between

CITY OF FAYETTEVILLE, ARKANSAS

whose address is Fayetteville Municipal Airport, 4500 S. School, Suite F, Fayetteville, Arkansas 72701

and whose interest in the property hereinafter described as that of owner

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

Approximately 2205.05 square feet of floor space in a free standing masonry and brick building located at Drake Field Airport (formerly known as the Fayetteville Flight Service Station), said building having been completely renovated and the interior space redesigned in 1995 for the Fayetteville System Support Center (SSC) office. Utilization and space occupancy is more particularly delineated in Article 9, Space Occupancy Schedule, attached hereto.

to be used for Fayetteville System Support Center (SSC) office.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on October 1, 1999, through September 30, 2004, subject to termination and renewal rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$25,909.33 at the rate of \$2,159.11 per month in arrears. Rent for a lesser period shall be prorated. Rental consideration shall be made using electronic funds transfer (EFT) in accordance with Public Law 104-134. (See Article 1, General Clauses, attached hereto and made a part hereof.)

(SEE ARTICLE 10)

4. The Government may terminate this lease wholly or in part at any time by giving at least 30 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

(SEE ARTICLE 10)

~~provided notice be given in writing to the Lessor at least days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

a. Maintenance, System Services, and Facilities are more particularly stated in General Clauses, attached hereto and made a part hereof.

b. Parking. The Lessor shall provide thirty-one (31) parking spaces for Government-owned vehicles and Government employees working in and on field duty for the SSC. One space is for the handicapped; sixteen (16) spaces in front of the SSC building; and the additional fourteen (14) spaces are at the security fence line at the west end of the building. There shall be no Government parking between the old SSC building and the new SSC building.

c. Utilities and services shall be furnished by the Government.

7. The following are attached and made a part hereof:

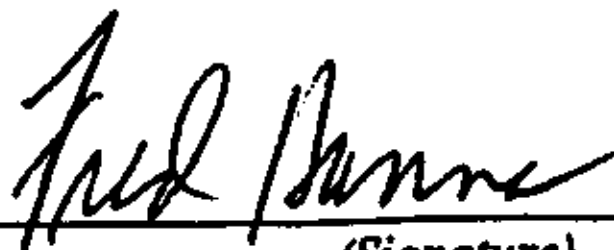
- a. Special Lease Provisions (Articles 9 through 13).
- b. General Clauses (Articles 1 through 27).
- c. Corporate Certificate.

8. The following changes were made in this lease prior to its execution:
Article 5, Standard Form 2, was deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR CITY OF FAYETTEVILLE, ARKANSAS

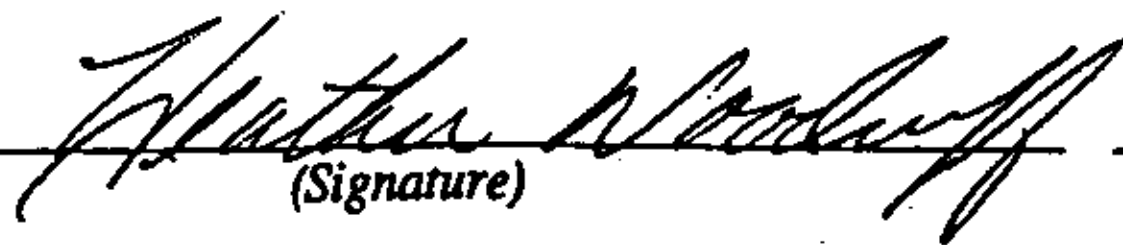
BY



(Signature)

(Signature)

IN PRESENCE OF:



(Signature)

CITY CLERK

(Address)

UNITED STATES OF AMERICA

BY



(Signature)

James M. Nelson

Contracting Officer
(Official title)

DTFA07-00-L-01160

Fayetteville System Support Center (SSC)

Fayetteville, Arkansas

SPECIAL LEASE PROVISIONS:**9. SPACE OCCUPANCY SCHEDULE:**

	<u>SQ. FT</u>
Manager	167.58
Secretary Area	71.28
CBI/Computer Room	120.00
Conf./Training Room	399.70
Catalog/Order Room	189.08
Tech./Maintenance Room	167.04
Breakroom	135.85
Admin./Test Equip. Storage	114.33
SSC Office Storage	377.19
<u>Fire Corridors</u>	<u>463.00</u>
Total Square Footage	2205.05
TOTAL Annual Cost.....	\$25,909.33
(2205.05 sq. ft. @ \$11.75 per sq. ft.)	

10. RENEWAL OPTION:

This lease may, at the option of the Government, be renewed from year to year at an annual rental of TWENTY FIVE THOUSAND NINE HUNDRED NINE AND 33/100 DOLLARS (\$25,909.33) payable in the amount of TWO THOUSAND ONE HUNDRED FIFTY-NINE AND 11/100 DOLLARS (\$2,159.11) per month in arrears; and otherwise upon the terms and conditions herein specified. The Government's option shall be deemed exercised and the lease renewed each year for one (1) year unless the Government gives thirty (30) days' notice that it will not exercise its option, before this lease or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of September 2004, AND PROVIDED FURTHER, that adequate appropriations are available from year to year for the payment of rentals..

11. NON-RESTORATION:

The Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this lease. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.

DTFA07-00-L-01160

Fayetteville System Support Center (SSC)

Fayetteville, Arkansas

SPECIAL LEASE PROVISIONS (continued)

12. HOLDOVER:

If, after expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a day-to-day basis not to exceed 90 days. Rent shall be paid monthly in arrears on a prorated basis at the rate paid during the lease term.

13. NOTICES:

All notices/correspondence shall be in writing, and shall be addressed as follows (or to such other address as either party may designate from time to time by notice or correspondence to the other):

TO LESSOR: City of Fayetteville, Arkansas
Fayetteville Municipal Airport
4500 S. School, Suite F
Fayetteville, Arkansas 72701

TO GOVERNMENT: Department of Transportation
Federal Aviation Administration
Property and Services Branch, ASW-54
Fort Worth, TX 76193-0054

DTFA07-00-L-01160

Fayetteville System Support Center (SSC)

Fayetteville, Arkansas

GENERAL CLAUSES**U. S. GOVERNMENT LEASE FOR REAL PROPERTY****1. ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT:**

Payments by the Government under this lease, may be made by check or electronic funds transfer (EFT) at the option of the Government. If payment is made by EFT, the Government may, at its option, also forward the associated payment information by electronic transfer. EFT refers to funds transfer and information transfer.

The Government is not required to make any payment under this lease until after receipt, by the designated payment office of the correct EFT payment information. However, until January 1, 1999, in the event the lessor certifies in writing to the payment office that the lessor does not have an account with a financial institution or an authorized payment agent, payment shall be made by other than EFT. For any payments to be made after January 1, 1999, the lessor shall provide EFT information.

Prior to the first payment under this lease, the lessor shall provide the information required to make lease payment by EFT, directly to the Government payment office named in this lease. A single bank or financial agent must be designated, capable of receiving and processing the electronic funds transfer using the method below. In the event that the EFT information changes, the lessor shall be responsible for providing the changed information to the designated payment office. The lessor shall pay all fees and charges for receipt and processing of EFTs.

The Government will make payments by EFT through an Automated Clearing House (ACH) however, the Federal Reserve Wire Transfer System may be used at the Government's option. The following information is required for ACH transfers:

- a. Lease number to which this notice applies.
- b. Lessor's name and remittance address, as stated in the lease.
- c. Signature, title, and telephone number of the lessor official authorized to provide this information.
- d. Name, address, and 9-digit Routing Transit Number of the lessor's bank or financial agent.
- e. Lessor's account number and type of account (checking, saving, or lockbox).

The Lessor agrees that the Lessor's bank or financial agent may notify the Government of a change to the routing transit number, lessor account number, or account type. (1/97)

2. INSPECTION:

The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

DTFA07-00-L-01160
Fayetteville System Support Center (SSC)
Fayetteville, Arkansas

3. DAMAGE BY FIRE OR OTHER CASUALTY:

If the building is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased space is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.

4. MAINTENANCE OF THE PREMISES:

The Lessor shall maintain the demised premises, including the building, grounds, and all equipment, fixtures, and appurtenances furnished by the Lessor under this lease, in good repair and tenable condition.

5. FAILURE IN PERFORMANCE:

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may, deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause shall constitute a default by the Government on this lease.

6. DEFAULT BY LESSOR

Each of the following shall constitute a default by Lessor under this lease: (a) If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time, (b) Failure to maintain, repair, operate or service the premises as and when specified in this lease, or failure to perform any other requirement of this lease as and when required provided such failure which shall remain uncured for a period of time as specified by the Contracting Officer, following Lessor's receipt of notice thereof from the Contracting Officer, (c) Repeated failure by the Lessor to comply with one or more requirements of this lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If a default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

7. ALTERATIONS:

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. It is mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the Government shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

8. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

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Fayetteville, Arkansas

9. COVENANT AGAINST CONTINGENT FEES:

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this lease upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this lease without liability or, in its discretion, to deduct from the lease price or consideration, or otherwise recover the full amount of the contingent fee.

10. ANTI-KICKBACK:

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58)(the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the lease price charged by a Lessor to the United States or in the lease price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

11. CONTRACT DISPUTES:

All contract disputes arising under or related to this contract shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C.46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a lessor has exhausted their administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

A contract dispute shall be made in writing and signed by a Lessor or duly authorized representative of the Lessor and submitted to the Contracting Officer, that it is disputed either as to liability or amount. Submission shall be within six months after the accrual of the contract dispute. The contracting officer's decision concerning the contract dispute shall be binding on the parties unless the Lessor references the matter to the FAA Office of Dispute Resolution for Acquisition. Information relating to submitting a dispute will be provided by the Contracting Officer, upon request.

(Promulgated by SW, 9/98)

12. EXAMINATION OF RECORDS:

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this lease, have access to and the right to examine any of the Lessor's directly pertinent books, documents, papers, or other records involving transactions related to this lease.

13. FIRE AND SAFETY REQUIREMENTS:

The building shall, as required by Code, be equipped with automatic sprinklers which conform to NFPA No. 13, be maintained in accordance with NFPA No. 13A, have electrically supervised control valves (NFPA No. 13), and have water-flow alarm switches connected to automatically notify the local fire department (NFPA No. 71) or central station (NFPA No. 71). The notification of the fire department or central station shall be accomplished through the building fire alarm system. Regardless of code requirements when the leased space (including garage areas under lease by the government) is on the 6th floor and above, or below grade, sprinklers are required.

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Fayetteville, Arkansas

A manual fire alarm system shall be provided, maintained, and tested by the lessor in accordance with NFPA Standard No. 71 and 72 in buildings which are three (3) or more stories in height or contain more than 50,000 square feet gross floor area. The fire alarm system wiring and equipment must be electrically supervised and automatically notify the local fire department and conform with NFPA Standards No. 70 and 72. Engineered smoke control systems, if present, shall be maintained in accordance with the manufacturer's recommendations.

Portable fire extinguishers shall be provided, inspected, and maintained by the Lessor in accordance with NFPA Standard No. 10.

14. WARRANTY OF SPACE:

a. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this lease, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of the lease contract, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act. The Contracting Officer shall notify the Lessor in writing, within 30 days after the discovery, of any failure to comply with the asbestos requirement.

b. If either ACMs or PCBs are found to be in the leased space the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action as might be required by the Toxic Substance Control Act.

c. If the Lessor fails, after receipt of notice, to make correction within the specified period of time, the Government shall have the right to make correction and charge to the Lessor the costs occasioned to the Government or terminate the lease agreement at no cost to the Government.

d. The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by the law and under this contract.

e. Definitions.

(1) "Acceptance," as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.

(2) "Correction," as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the Government's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

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Fayetteville System Support Center (SSC)
Fayetteville, Arkansas15. OSHA REQUIREMENTS:

The Lessor shall provide space, services, equipment, and conditions that comply with Occupational Safety and Health Administration (OSHA) Safety and Health Standards (29 CFR 1910 and 1926).

16. RADON:

Radon levels in space leased to the Government shall not equal or exceed the EPA action level for homes of 4 picocuries per liter (PCI/L). If radon levels are found to be at or above 4 PCI/L, the Lessor shall develop and promptly implement a plan of corrective action.

17. INDOOR AIR QUALITY:

The Lessor shall control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO), are not exceeded. The indicator levels for office area are as follows: CO-9 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO₂ - 1,000 PPM (TWA; HCHO - 0.1 PPM (TWA).

The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining HVAC, etc.). The Government is responsible for addressing IAQ problems resulting from its own activities.

18. SECURITY:

Lessor shall provide sufficient security for the premises to prevent illegal or unauthorized entry and loitering.

19. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT:

The Government agrees, in consideration of the warranties herein expressed, that this lease is subject and subordinate to any and all recorded deeds of trust, mortgages, and other security instruments now or hereafter imposed upon the premises, so long as such insubordination shall not interfere with any right of the Government under this lease. It is mutually agreed that this subordination shall be self operative and that no further instrument shall be required to effect said subordination.

In the event of any sale of the premises, or any portion thereof, or any such transfer of ownership, by foreclosure of the lien of any such security instrument, or deed provided in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, successor, assigns, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the Lessor under this lease, establishing direct privity of estate and contract between the Government and said purchasers/transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government, provided that such transferees shall promptly provide, following such sale or transfer, appropriate documentation deemed necessary by the Contracting Officer, and shall promptly execute any instrument, or other writings, as shall be deemed necessary to document the change in ownership.

20. NO WAIVER:

No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, shall constitute a waiver of any such breach in the future.

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Fayetteville System Support Center (SSC)
Fayetteville, Arkansas

21. INTEGRATED AGREEMENT:

This lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this lease.

22. ASSIGNMENT OF CLAIMS:

Pursuant to the assignment of Claims Act, as amended, 31 USC 3727, 41 USC 15, the Lessor may assign his rights to be paid under this lease.

23. COMPLIANCE WITH APPLICABLE LAWS:

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This lease shall be governed by Federal law.

24. LESSOR'S SUCCESSORS:

The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

25. EQUAL OPPORTUNITY:

The Lessor shall have on file affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2).

26. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS:

The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

27. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS:

The Lessor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 USC 793) (the Act), as amended. If the Lessor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(End)

AGENDA REQUEST FORM

RECEIVED

AUG 26 1999 SEP 7.
 COUNCIL MEETING OF August 17, 1999
 CITY OF FAYETTEVILLE
 CITY CLERK'S OFFICE

XX AGENDA REQUEST

FROM: Don Bunn Public Wks Admin Public Works
 Name Division Department

ACTION REQUIRED: Approval of an agreement with MSA Limited Partnership (Alltel Communications) for lease of tower space on the Gully Road Water Tank for the purpose of installing radio communications equipment and appurtenances (building and antenna).

COST TO CITY:

\$ <u>-0-</u> Cost-This Request	<u>Category/Project Budget</u>	<u>RENT</u> Category/Project Name
<u>5400-0940-4450-00</u> Account Number	<u>Funds Used To Date</u>	<u>Program Name</u>
<u>Project Number</u>	<u>Funds Remaining</u>	<u>Water Sewer Fund</u> Fund Category

BUDGET/CONTRACT REVIEW:

<u>Budget Coordinator</u>	<u>Date</u>	<u>Budgeted Item</u> <u>Administrative Services Director</u>	<u>Budget Adj. Attached</u> <u>26 AUG 99</u>
<u>Accounting Manager</u>	<u>7-26-99</u> Date	<u>ADA Coordinator</u>	<u>Date</u>
<u>City Attorney</u>	<u>7-27-99</u> Date	<u>Yolanda Fields</u>	<u>7-27-99</u> Date
<u>Purchasing Officer</u>	<u>7-28-99</u> Date	<u>Internal Auditor</u>	<u>Date</u>

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve the attached agreement with MSA Limited Partnership for installation of radio communications equipment and appurtenances at the Gully Road Water Tank, conditioned on approval of the WASHINGTON COUNTY PLANNING OFFICE.

<u>Ass't Public Works Director</u>	<u>7/26/99</u> Date
<u>Department Director</u>	<u>8-26-99</u> Date
<u>Admin Services Director</u>	<u>26 AUG 99</u> Date
<u>Mayor</u>	<u>8/26/99</u> Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

*Art & Charlie
about this*

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

August 25, 1999

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director

Thru: Charles Venable, Public Works Director

Fred Hanna, Mayor



Subject: Non-Exclusive Lease Agreement
MSA Limited Partnership (Alltel Communications)

Attached for your review and approval is a Communications Site Agreement with MSA Limited Partnership (by its general partner, Alltel Communications). The purpose of the agreement is to allow certain appurtenances (equipment building or shelter) and radio communications equipment (cellular antenna) to be constructed and/or installed at the Gully Road Water Tank.

The lease agreement is a nonexclusive lease and extends for an initial five (5) year term. After that time the lessee would have the right to extend the lease period for another five year term under the same terms except for the lease amount. The lease amount due the City is \$1000.00 per month for the initial terms of five years and \$1,200.00 per month for the next five year term. The rental amount for a third five (5) year lease period would be \$1,440.00 per month provided the City and MSA agrees upon the lease extension.

In the opinion of the City Staff, this agreement adequately protects the City's interest in the site and will not interfere with the City's full use of the site and water tank. The City may consider allowing other interests (governmental or private) to use the site for the same purpose without invalidating this agreement as long as no interference results from the use thereof.

It is the recommendation of the Staff that the Council approve this Communications Site Agreement with MSA Limited Partnership for the purpose of installing radio communications equipment at the site and on the water tank, conditioned on the approval of the Washington County Planning Office.

WATER TOWER ATTACHMENT
COMMUNICATION SITE AGREEMENT
(With 90 days Due Diligence Period)

THIS WATER TOWER ATTACHMENT COMMUNICATION SITE AGREEMENT ("Agreement") is entered into this ____ day of _____, 1999, by and between the City of Fayetteville, ("Owner") and Fayetteville MSA Limited Partnership, by its general partner, ALLTEL Communications, Inc., ("Tenant").

1. **Grant.** Subject to the following terms and conditions, Owner hereby grants to Tenant the nonexclusive right to install, maintain, operate and remove radio communications equipment and appurtenances on Owner's tower (the "Water Tower") located on the property described in Exhibit "A" (the "Premises"), and leases to Tenant a portion of the Premises for construction and occupancy of an equipment shelter or building to house Tenant's equipment on the Premises as more particularly described in Exhibit "A". Owner shall continue to have the right to occupy the Premises and operate the Water Tower and to grant others rights to occupy or utilize the Premises and the Water Tower at Owner's sole discretion.

Owner also grants to Tenant a nonexclusive easement during the term of this Agreement for ingress, egress and regress and for the installation and transmission of utilities on property described on attached Exhibit "B" ("Easement"). Tenant may install equipment, personal property, improvements, alterations or fixtures as listed on Exhibit "C" (the "Equipment"), or as Owner may otherwise approve, such approval not to be unreasonably withheld, conditioned or denied. Any personal property owned by Tenant, whether or not fixed or attached to the Premises or Water Tower, shall remain the property of Tenant prior to termination of this Agreement without regard to whether it appears on Exhibit "C".

2. **Use.** Tenant shall use the Equipment and the Premises for the purpose of constructing, installing, maintaining, improving and operating, at Tenant's expense, a communications facility, including antennae, equipment shelter or building, platforms, cable runs and incidental uses of the Water Tower. Tenant shall be solely responsible for securing any and all building permits and approvals, zoning changes or approvals, variances, use permits, and other governmental permits from applicable governmental authorities, including any Federal Aviation Administration approval (collectively, "Permits") prior to any construction on the Premises. Owner agrees to reasonably cooperate with Tenant in obtaining the Permits, and copies of the Permits shall be provided to Owner upon request. Tenant shall promptly pay all costs and expenses and shall not cause or permit any lien to be created against the Premises.

3. **Term.** The term of this Agreement shall be five (5) years, commencing upon the earlier date of Commencement of Installation of Equipment on the Water Tower or ninety (90) days from the date of full execution of this Agreement, (the "Commencement Date") and terminating at midnight on _____, 20__ ("Initial Term"). Notice of the Commencement of Installation of Equipment on the Water Tower for purposes of determining the Commencement Date shall be made pursuant to the Notice provisions of Paragraph 16 hereof in a form substantially the same as "Notification of Commencement of Installation of Equipment" attached hereto as Exhibit "D".

4. Renewal Term(s). Tenant shall have the right to extend this Agreement for one (1) additional term of five (5) years ("Renewal Term") on the same terms and conditions as set forth in this Agreement except that the Rent shall be increased as specified in Paragraph 5 below. This renewal shall be term automatic unless Tenant notifies Owner of Tenant's intention not to renew.

Upon expiration of the first Renewal Term (at the end of ten years total), Owner shall have the right not to renew the Agreement, or to renegotiate the terms and conditions thereof, provided the Tenant shall have been notified in writing one hundred and twenty (120) days prior to the expiration of the then current term of Owner's intent of non-renewal or desire to renegotiate the terms and conditions thereof.

5. Rent.

(a) Initial Term. Beginning on the Commencement Date, Tenant shall pay to Owner as rental the sum of One Thousand and No/100 Dollars (\$1,000.00) per month ("Rent") which shall include Tenant's irrevocable right to use and occupy the ground space surrounding Owner's Water Tower. Rent payments shall be made monthly in advance to the City of Fayetteville at the notice address as specified below and shall be prorated for any partial month at the commencement or termination of this Agreement, based on the number of days in that month.

(b) Renewal Terms. In the event that Tenant elects to renew this Agreement as provided in paragraph 4, the rent for the first renewal term shall be \$1200.00 per month and the rent for the second renewal term shall be \$1440.00 per month.

6. Water Tower Maintenance.

(a) Owner represents and warrants that its operation of the Water Tower, exclusive of Tenant's Equipment, including the lighting system, meets and will be maintained in accordance with all applicable laws, rules and regulations, including, without limitation, rules and regulations of the Federal Communications Commission, Federal Aviation Administration and all applicable local codes and regulations. The costs of maintaining the Water Tower, including painting of the exterior and finishing or painting the interior of the Water Tower, shall be borne by Owner, with the exception of Tenant's antennae and Equipment. In the event damage is caused to Tenant's equipment or personal property by Owner's agents, or employees, the cost of repairing such damage shall be borne by Owner who shall, upon due notice and proof of loss provided by Tenant, timely reimburse Tenant the cost of repairing such damage.

(b) Tenant shall maintain its antennae, transmission lines, equipment and equipment shelter in good operating condition. In the event damage is caused to the Water Tower by Tenant or Tenant's agents, employees, contractors or subcontractors, either during the initial installation of the equipment or subsequent operational, construction, or maintenance activities, the cost of repairing such damage shall be borne by Tenant who shall timely repair any such damage. The cost of repair may include, but would not be limited to the cost of lost water, disinfection, public notifications, and re-painting. Should Tenant fail to timely make repairs required by this Agreement, Owner may, at Owner's option, make such repairs and Tenant shall promptly reimburse Owner for its costs and expenses incurred in such repair. Upon termination or expiration of this License, Tenant

shall remove its Equipment from the Water Tower and repair damage, if any, to the Water Tower caused by the removal of Tenant's Equipment, normal wear and tear excepted. Tenant's activities and operations and the Equipment shall not interfere with Owner's maintenance, repair and operation of the Water Tower and its lighting system.

7. Due Diligence Period. Tenant's obligation to perform under this Agreement shall be subject to and conditioned upon:

(a) Tenant's securing appropriate approvals for Tenant's intended use of its Equipment on the Premises from the Federal Communications Commission, the Federal Aviation Administrator, and any other federal, state or local regulatory agency having jurisdiction over Tenant's proposed use of the Equipment;

(b) Tenant's obtaining, at its option, a title report or commitment for a leasehold title policy from a title insurance company of Tenant's choice which must show no defects or restrictions of title or any liens or encumbrances which may adversely affect Tenant's use of the Premises or Tenant's ability to obtain financing;

(c) Tenant's obtaining, at its option, a survey and analysis tests which must show no defects which, in the opinion of the Tenant may adversely affect Tenant's use of the Premises;

(d) Tenant's approval of the condition of the Premises, which may be subject to, at Tenant's option, an environmental audit of the Premises performed by an environmental consulting firm of Tenant's choice; and

(e) Tenant's determination that the Water Tower is structurally appropriate for Tenant's needs.

Tenant shall act with due diligence within ninety (90) days of the date of execution hereof to obtain all governmental approvals necessary and to obtain any reports or analyses as set forth above which are necessary for Tenant to perform under this License. In the event that Tenant determines during the due diligence period that the Water Tower and the Premises are, in Tenant's opinion, unacceptable to Tenant, then this Agreement shall terminate and be of no further force or effect.

9. Interference. Tenant agrees to install Equipment of types and generating frequencies which will not cause interference to transmissions or signals from other users of the Water Tower as may be already in place on the Water Tower. At Owner's request, Tenant shall provide a detailed interference analysis showing potential conflicts between Tenant's frequencies and those of the other users already in place on the Water Tower. In the event the Equipment causes such interference, Tenant will take all steps necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receipt of written notice from Owner to Tenant (Notice Date), Tenant shall temporarily disconnect the electric power and shut down the Equipment (except for intermittent operation for the purpose of testing, after performing maintenance, repair, modification, replacement, or other action taken for the purpose of correcting such interference) and if such interference is not corrected within 30 days after receipt of the written notice, Tenant agrees to remove the Equipment from the Water Tower and the Premises and this Agreement shall terminate

as if by expiration. After the Equipment has been installed, Owner will require the proposed new co-locating tenant to develop the proper documentation showing that its proposed installation and the use thereof will not interfere with the existing tenant(s) equipment and use of the tower prior to the execution of an agreement to allow the subsequent co-location. The existing tenant(s) shall review and approve such documentation, but shall not unreasonably nor arbitrarily withhold such review and approval.

Owner will require any Agreement with a subsequent co-locating tenant to contain language which holds new tenant liable for any and all damages to Tenant's existing equipment and use thereof, and will require the new tenant to hold the Owner harmless from any claims for damages caused by new tenant.

10. Utilities and Access. Tenant shall have the right to install utilities, to be separately metered at Tenant's expense, and to improve present utilities on the Premises, including but not limited to the installation of emergency power generators. Tenant shall have the right to place utilities on a formal utility easement specifically given by Owner for that purpose in order to service the Equipment throughout the Initial Term or any Renewal Term of this Agreement. All utilities servicing Tenant's equipment and facilities shall be placed underground. Tenant shall be responsible for all utility connection charges, and all utility use charges, for electricity or any other utility used by Tenant.

Tenant shall have access to the Premises and the Equipment at all times, 24 hours each day, through the access drive presently existing on the Easement. Owner shall maintain the access drive in good condition throughout the Initial Term of this Agreement or any Renewal Term.

11. Termination. Except as otherwise provided, this Agreement may be terminated, without any penalty or further liability, immediately upon written notice or as otherwise provided below, as follows:

(a) By either party upon a default of any covenant or term of this Agreement by the other party which default is not cured within 30 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to any other provisions of this Agreement); or

(b) By Tenant if it is unable to obtain or maintain any license, permit or other Permits necessary to the construction and operation of the Equipment or Tenant's business or intended use of the Premises; or

(c) By Tenant if the Premises or Equipment is damaged by casualty so as to hinder the effective use of the Equipment; or in the event that interference, whether or not from Owner's activities or any other source, to transmissions or signals from the Communications Facility, in Tenant's judgment, may not be adequately corrected or eliminated by Tenant;

(d) By Tenant, if, in Tenant's reasonable judgment, network design or technology changes render the Communications Facility obsolete or unnecessary; or

(e) By Tenant upon six months written notice to Owner.

12. Structural Analysis.

(a) Tenant shall be solely responsible to ensure that Tenant's installation of the Equipment shall not significantly effect the structural integrity of the Water Tower, and that no such damage results to the Water Tower due to installation of the Equipment. Owner agrees to furnish Tenant promptly upon Tenant's request, with true and accurate copies of all analyses performed on the Water Tower within the two years preceding the request and Tenant's attachment of antennas or Equipment on the Water Tower. In the absence of such an analysis or if the most recent analyses are insufficient for Tenant's needs, or if requested to do so by the Owner, Tenant shall be responsible for obtaining a new analysis by a structural engineer licensed to do business in the State of Arkansas. Tenant shall furnish a copy of the analysis to Owner. The cost of the new analysis shall be paid solely by Tenant. If reinforcements to the Water Tower are required for Tenant's use, Tenant shall submit plans to the Owner, prepared by an engineer registered to do business in the State of Arkansas, for such reinforcements. Upon approval by the Owner, Tenant shall proceed with such reinforcements at Tenant's sole cost after review and approval of the plans by the Owner.

(b) Owner shall require any subsequent tenants to perform a tower analysis on the Water Tower by a licensed structural engineer indicating that attachment of the Additional Antennas to the Water Tower does not impair the structural integrity of the Water Tower and will not materially diminish the Water Tower's function or useful life. All such tower analyses shall be in compliance with current industry standards.

13. Taxes. Tenant shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, Tenant's Equipment. Tenant shall not pay real property taxes or other fees and assessments attributable to the Water Tower or the Premises.

14. Liability Insurance. Owner, as a sovereign municipality, is not required to provide liability insurance.

15. Environmental Matters. Owner represents that, to Owner's best knowledge, no Hazardous Materials are presently located on the Premises or Easement, and Owner agrees that it will provide, at no cost or expense to Tenant, for the removal of any Hazardous Materials if Hazardous Materials are present on the Premises or the Easement prior to the date of this Agreement or if Hazardous Materials are brought onto the Premises or Easement by Owner, its agents, servants, employees, licensees, invitees or contractors. If after Tenant takes possession of the Premises Hazardous Materials are discovered to exist on, under or beneath the Premises, Tenant may terminate this Agreement and Tenant shall owe no further duties, obligations or liability to Owner.

Tenant shall comply with all laws, ordinances, rules, orders or regulations applicable to Hazardous Materials. Tenant shall not use the Premises or the Easement for treatment, storage, transportation to or from, use or disposal of Hazardous Materials (other than petroleum products necessary for the operation of an emergency electrical generator to serve the Equipment). Tenant shall be responsible for any expense incident to the abatement or compliance with the requirements of any federal, state or local statutory or regulatory requirements caused, directly or indirectly, by the activities of the Tenant or Tenant's agents, employees or contractors.

As used in this Agreement, "Hazardous Materials" shall mean any and all polychlorinated biphenyls, petroleum products, asbestos, urea formaldehyde and other hazardous or toxic materials, wastes or substances, any pollutants, and/or contaminants, or any other similar substances or

materials which are defined or identified as such in or regulated by any federal, state or local laws, rules or regulations (whether now existing or hereinafter enacted) pertaining to environmental regulations, contamination, cleanup or any judicial or administrative interpretation of such laws, rules or regulations or any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, by certified mail, return receipt requested, or by overnight service having a record of receipt to the addresses indicated below:

If to Owner, to:

City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701
(501) 575-8330
Tax Identification No. 716018462

If to Tenant, to:

ALLTEL Communications, Inc.
One Allied Drive
Little Rock, AR 72202
Attn: Property Management Dept.

17. Title and Quiet Enjoyment. Owner represents and warrants that it has the full right, power and authority to execute and enter into this Agreement. Owner further warrants that Tenant shall have the quiet enjoyment of the Premises during the term of this Agreement.

18. Owner's Representations and Warranties. Tenant acknowledges that the primary use of the tower is that of a municipal Water Tower. Owner makes no representations or warranties concerning the suitability of the Premises for Tenant's intended use as a site for the transmission and receipt of wireless communication signals.

19. Assignment. Tenant may not assign its interest in this Agreement without prior written approval by Owner, not to be unreasonably withheld, except that Tenant may assign its rights and obligations under this Agreement to an Affiliate.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

21. Compliance with Laws. All installations and operations in connection with this Agreement by either party shall be conducted in accordance with all applicable rules and regulations of the Federal Communications Commission, Federal Aviation Agency, and any other applicable

federal, state and local laws, codes and regulations. Tenant is solely responsible for the licensing, operation and maintenance of Tenant's Equipment, including, without limitation, compliance with any terms of its Federal Communications Commission license with respect to tower light observation and any notification to the Federal Aviation Administration in that regard. Tenant's Equipment, transmission lines, and any related devices, and the installation, maintenance and operation thereof, shall not damage the Water Tower or any property or properties adjoining, or interfere with the use of the Water Tower and the remainder of the Premises, by Owner or others, and Tenant shall defend, indemnify and hold harmless Owner from any such damage.

22. Holding Over. In the event Tenant remains on the Water Tower and in possession of the shelter or building on the Premises after the expiration of the Initial Term or a Renewal Term without executing a new Agreement, Tenant shall occupy the Premises month-to-month, subject to all of the terms and conditions of this Agreement insofar as so consistent.

23. Estoppel. Each party agrees to furnish to the other, within 10 days after request, such truthful estoppel information as the other may reasonably request.

24. Miscellaneous.

(a) This Agreement constitutes the entire agreement and understanding of Owner and Tenant and supersedes all offers, negotiations and other agreements. Any amendments to this Agreement must be in writing and executed by Owner and Tenant.

(b) If either Owner or Tenant is represented by a real estate broker or agent in this transaction, that party shall be fully responsible for any fees or commission due such broker or agent and shall hold the other party harmless from any such claims arising from execution of this Agreement.

(c) Owner agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights under this Agreement or Tenant's use of the Premises. Tenant may record this Agreement or a Memorandum of Agreement executed by all parties.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Each of the undersigned warrants that he or she has the full right, power and authority to execute this Agreement on behalf of the party indicated for the purposes herein contained.

THIS WATER TOWER ATTACHMENT AGREEMENT CONSTITUTES A PROPOSAL BY TENANT TO LEASE SPACE ON OWNER'S PREMISES AND SHALL NOT BE BINDING UPON TENANT UNTIL SUCH TIME AS IT IS EXECUTED ON BEHALF OF TENANT BY TENANT'S AUTHORIZED REPRESENTATIVE AND DELIVERED TO OWNER.

IN WITNESS WHEREOF, Owner and Tenant have executed Agreement as of the date year first written above.

OWNER: City of Fayetteville
Witness(es):

By: _____

Title: _____

TENANT: Fayetteville M.A. Limited Partnership, by its
general partner, ALLTEL Communications, Inc.

Witness(es)

By: _____

Title: CMA President

ACKNOWLEDGMENTS

STATE OF _____, COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged that he/she is
_____ of _____, a _____ corporation, and that
by authority duly given and as the act of the said corporation, the foregoing instrument was signed
in its name.

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

Notary Public

My Commission Expires: _____

SEAL

STATE OF ARKANSAS, COUNTY OF PULASKI

I, Joy Hachtmeyer, a Notary Public of the County and State aforesaid, certify that
JOE SLAYTON personally appeared before me this day and acknowledged that he/she is
PRESIDENT of ALLTEL COMMUNICATIONS, INC., a DELAWARE corporation, and that
by authority duly given and as the act of the said corporation, the foregoing instrument was signed
in its name.

WITNESS my hand and notarial seal this 27th day of July, 1999.

Notary Public

My Commission Expires: 2/1/2000

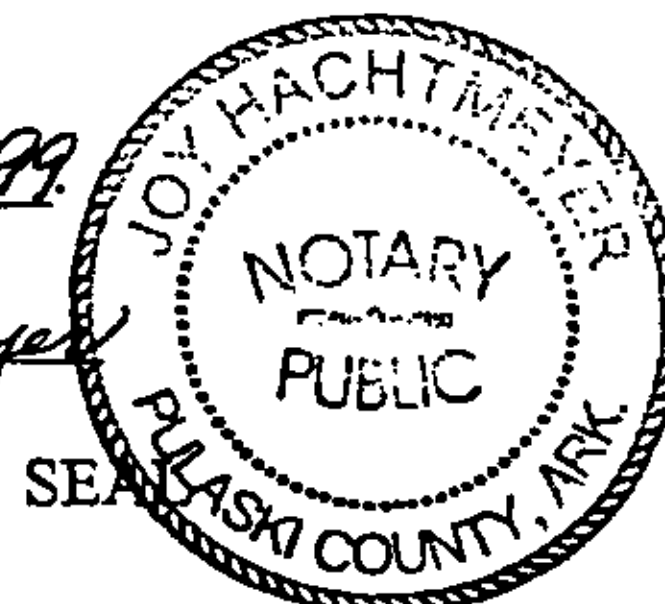


EXHIBIT "A"

**LEGAL DESCRIPTION OF
PROPERTY**

The property referred to herein as Premises is located within the parent parcel described as follows:

[Insert legal description from vesting deed]

The Water Tower is located on the parent parcel description. Owner and Tenant agree that within one hundred eighty (180) days following the full execution of the Agreement, Tenant shall attach Exhibit B which shall include an "as built" survey and site plan.

EXHIBIT "B"

SITE PLAN
and
EQUIPMENT LIST

Insert Tenant's Site Plan

Equipment Shelter to house transmission cables & equipment to be located upon concrete pad located as shown on the site drawing.

Cabinet size shall be approx. ____" wide X ____" tall X ____" deep (see diagram).

_____ Antennas, each ____" X ____' X ____";

Coaxial cable that connects the cabinet to the antennas;

Electrical power panel and cable;

Telephone panel and cable.

CL. Agent
alltel
A.9.

September 7, 1999

Dear Mayor Hanna and Members of the City Council:

We, the undersigned residents of Washington County, object to the proposed lease agreement between MSA Limited Partnership (Alltel Communications) and the City of Fayetteville for, among other things, space at the Gulley Road Water Tank for the purpose of installing an antenna and constructing an equipment shelter or building.

Name	Address
Susan Bowling	3816 N. Gulley Rd. Fay, AR 72703
Carl Bowling	3816 N. Gulley Rd Fay, AR 72703
Doug Brooks D. Brooks	3860 N. Gulley Rd Fay AR
Lonnika Brooks	3860 N. Gulley rd. Fay AR
Tammy Meyer	3856 N. Gulley Rd Fay AR
Wayne Fisher	3844 N. Gulley Rd. "
Michelle R. Fisher	3844 N. Gulley Rd. Fayetteville, AR
Gary L. Fisher	5140 Wingfoot Fayetteville, AR
Heidi A. Fisher	5140 Wingfoot Fayetteville, AR

September 7, 1999

Dear Mayor Hanna and Members of the City Council:

We, the undersigned residents of Washington County, object to the proposed lease agreement between MSA Limited Partnership (Alltel Communications) and the City of Fayetteville for, among other things, space at the Gulley Road Water Tank for the purpose of installing an antenna and constructing an equipment shelter or building.

Name	Address
John D. Ginger	3241 N. Gulley
Rebecca Ginger	3241 N. Gulley
Anna Ginger	3158 Sasafrass
Christie Simmons	5211 Sagely Ln
T.J. Simmons	5211 Sagely Ln
Rhonda J. Mouquier	5236 Sagely Ln
Peter J. Mouquier	5236 Sagely Ln
Joe Fing	5323 Sagely
Luc Fing	5323 Sagely

September 7, 1999

Dear Mayor Hanna and Members of the City Council:

We, the undersigned residents of Washington County, object to the proposed lease agreement between MSA Limited Partnership (Alltel Communications) and the City of Fayetteville for, among other things, space at the Gulley Road Water Tank for the purpose of installing an antenna and constructing an equipment shelter or building.

Name	Address
Lois Garrison	3275 Oakland Zion Rd
James B Garrison	3275 Oakland Zion Rd
David Jones	4625 Bridgewater Hwy.
Michael Jones	2905 Ron Occasio Rd Fayetteville
Anne W. Jones	4625 Bridgewater
Sam D. H.	3827 N. Gulley Rd.
Anthony W. Hui, M.D.	3827 N. Gulley Road

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 7, 1999.

FROM: _____
 Tim Conklin _____ Planning _____ Public Works _____
 Name _____ Division _____ Department _____

ACTION REQUESTED: To approve an ordinance for VA 99-9 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for property located at Lots 1 & 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20' utility easement between lots 1 & 3.

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 8-20-99 Internal Auditor _____ Date _____
 Purchasing Officer _____ Date _____

STAFF RECOMMENDATION: Staff recommends approval of the easement vacation and the Planning Commission approved the request with a vote of 5-0-1 with Commissioner Ward abstaining.

Tim Conklin
 Division Head
Charles Conklin
 Department Director
William J. Conklin
 Administrative Services
 Director
John Harner
 Mayor

8-19-99
 Date
 8-20-99
 Date
 201609
 Date
 8/23/99
 Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

PC Meeting of 09 Aug 99

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement Vacation
Clary Development Corporation

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, P.E., Staff Engineer
DATE: August 5, 1999

Project: VA 99.00-9.00: Utility Easement vacation as requested by Clary Development Corporation for property located in the Wedington Place Subdivision, Lots 1 & 3. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate an existing 20' utility easement centered on the common lot line for Lots 1 & 3. This easement will be relocated to the common lot line for Lots 1R & 5 as shown on the revised final plat that was approved by the Planning Commission on April 8, 1999. Please refer to the attached drawings for the exact location and dimensions.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

- Ozarks Electric - No service.
- Southwestern Electric Power Company - No objections.
- Arkansas Western Gas - No objections.
- SW Bell - No objections.
- TCA Cable - No objections.

- City of Fayetteville:
- Water/Sewer - No objections.
 - Street Department - No objections.
 - Solid Waste - No objections.

Recommendation: Approval of the requested easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: / /

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

PETITION

PETITION TO VACATE A UTILITY EASEMENT LOCATED IN LOTS 1 & 3, WEDINGTON PLACE ADDITION, CITY OF FAYETTEVILLE, ARKANSAS

**TO: The Fayetteville City Planning Commission and
The Fayetteville City Council**

We, the undersigned, being all the owners of the real estate abutting the utility easement hereinafter sought to be abandoned and vacated, lying in Lots 1 & 3, Wedington Place Addition to the City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a utility easement which is described as follows:

Easement Abandonment Description

A part of Lot 1 and 3, Wedington Place Addition, City of Fayetteville, Washington county, Arkansas more particularly described as follows:

Commencing at the NE Corner of said Lot 1; thence N 89°03'57" W, along the North line of said Lot 1, for a distance of 19.67 feet; thence S 00°59'29" E, 10.01 feet for the POINT OF BEGINNING; thence N 89°03'57" W, 218.79 feet; thence N 00°56'03" E, 10.00 feet to the North line of said Lot 1; thence S 89°03'57" E, along said North line 11.00 feet; thence N 00°56'03" E, 10.00 feet; thence S 89°03'57" E, 207.11 feet; thence S 00°59'29" E, 20.01 feet to the POINT OF BEGINNING, containing 0.100 Acres (4,259 sq. ft.) more or less.

That the abutting real estate affected by said abandonment of the alley are Lots 1 & 3, Wedington Place Addition to the City of Fayetteville, Arkansas, a certified copy of the original plat located in the Circuit Clerk's Office for the County of Washington, State of Arkansas, is attached hereto, marked Exhibit A, and made a part hereof as though set out herein word for word.

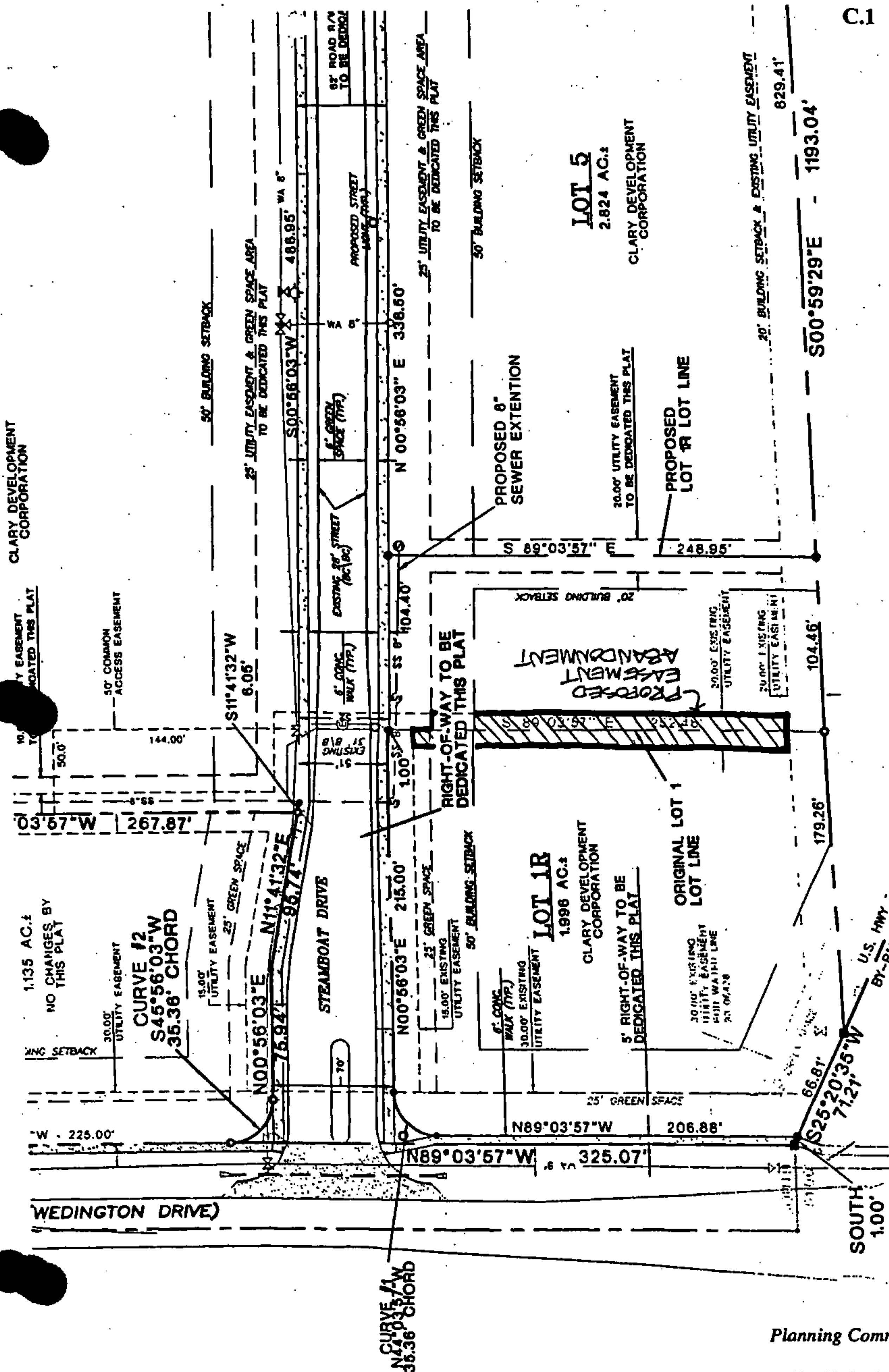
Petitioners state that the above described real estate has never been used by utility companies and that a new easement is provided with the relocated lot line. The public interest and welfare would not be adversely affected by the abandonment of the above described easement area.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate all rights to the above described utility easement, and that the above described easement area be used for their respective benefit and purpose as now approved by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate all rights to the above described utility easement, and as to that particular land the owners be free from the easements of the public for the use of said easement area.

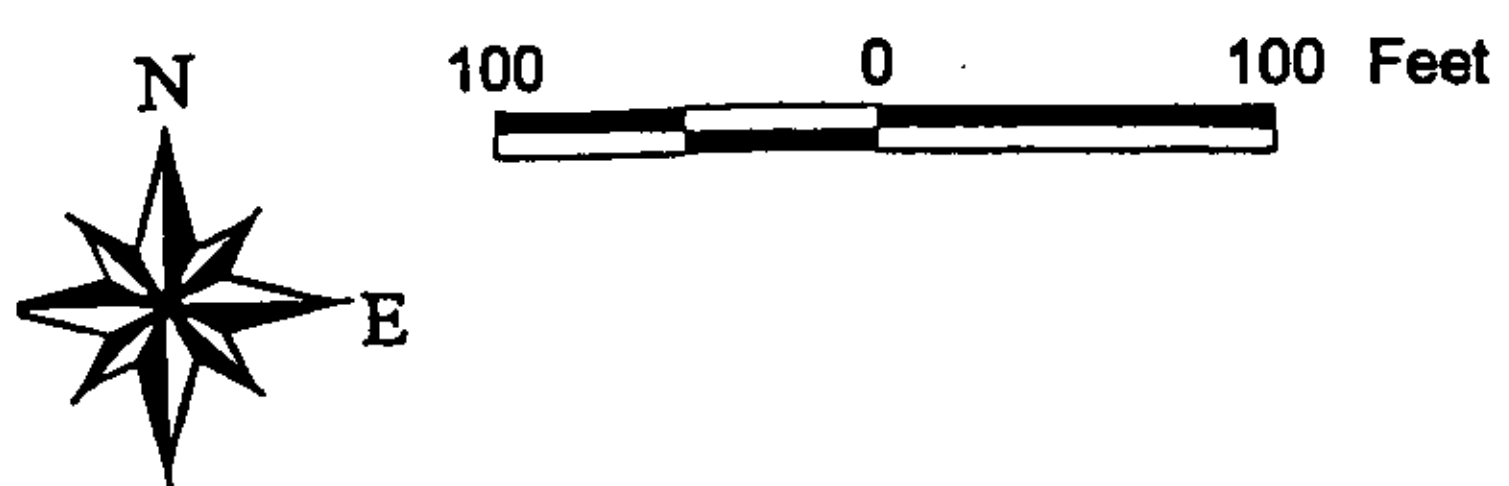
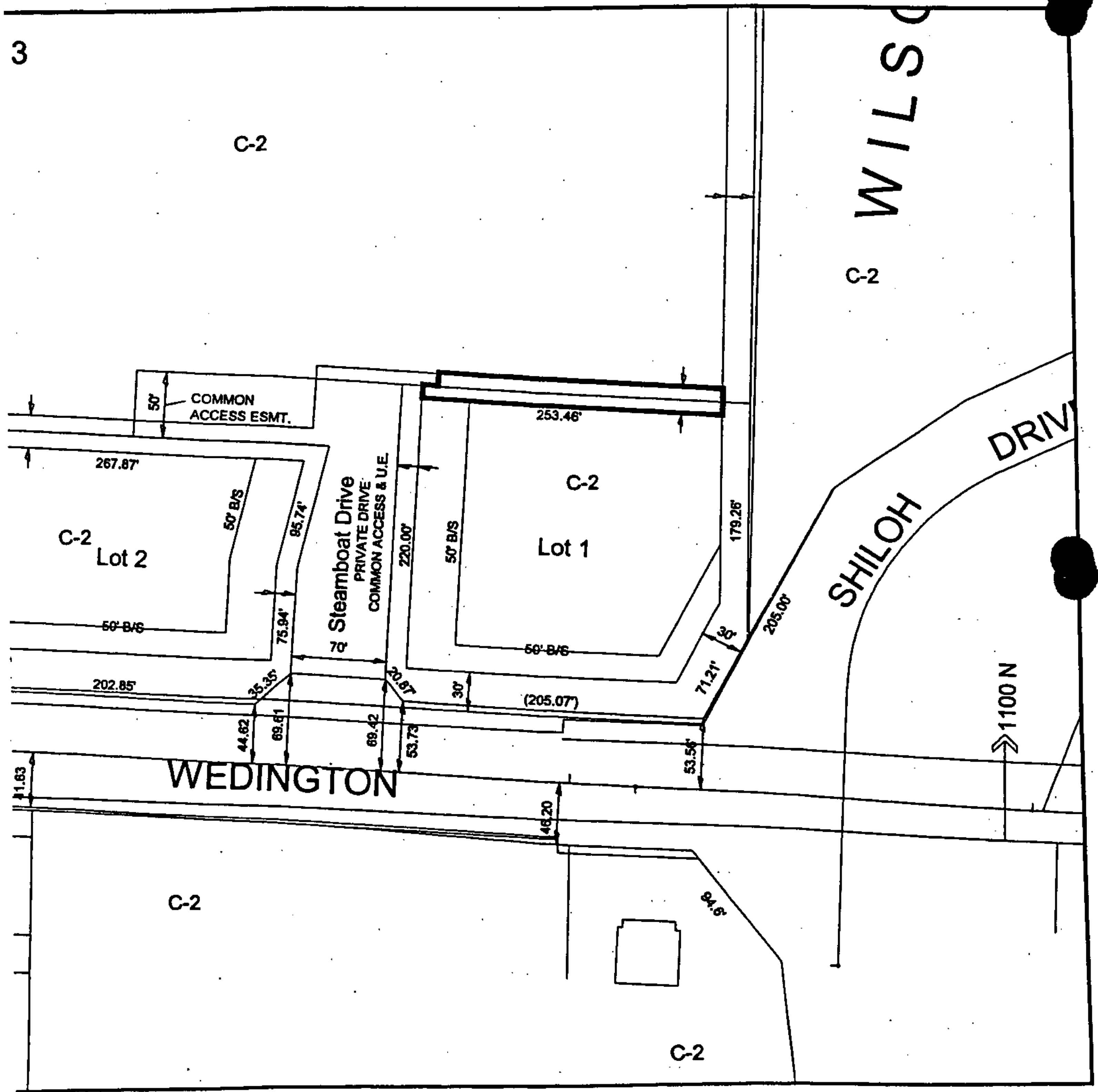
Dated this 16th day of July, 1999

By: Roger S. Clary
Roger S. Clary, President
Clary Development Corporation

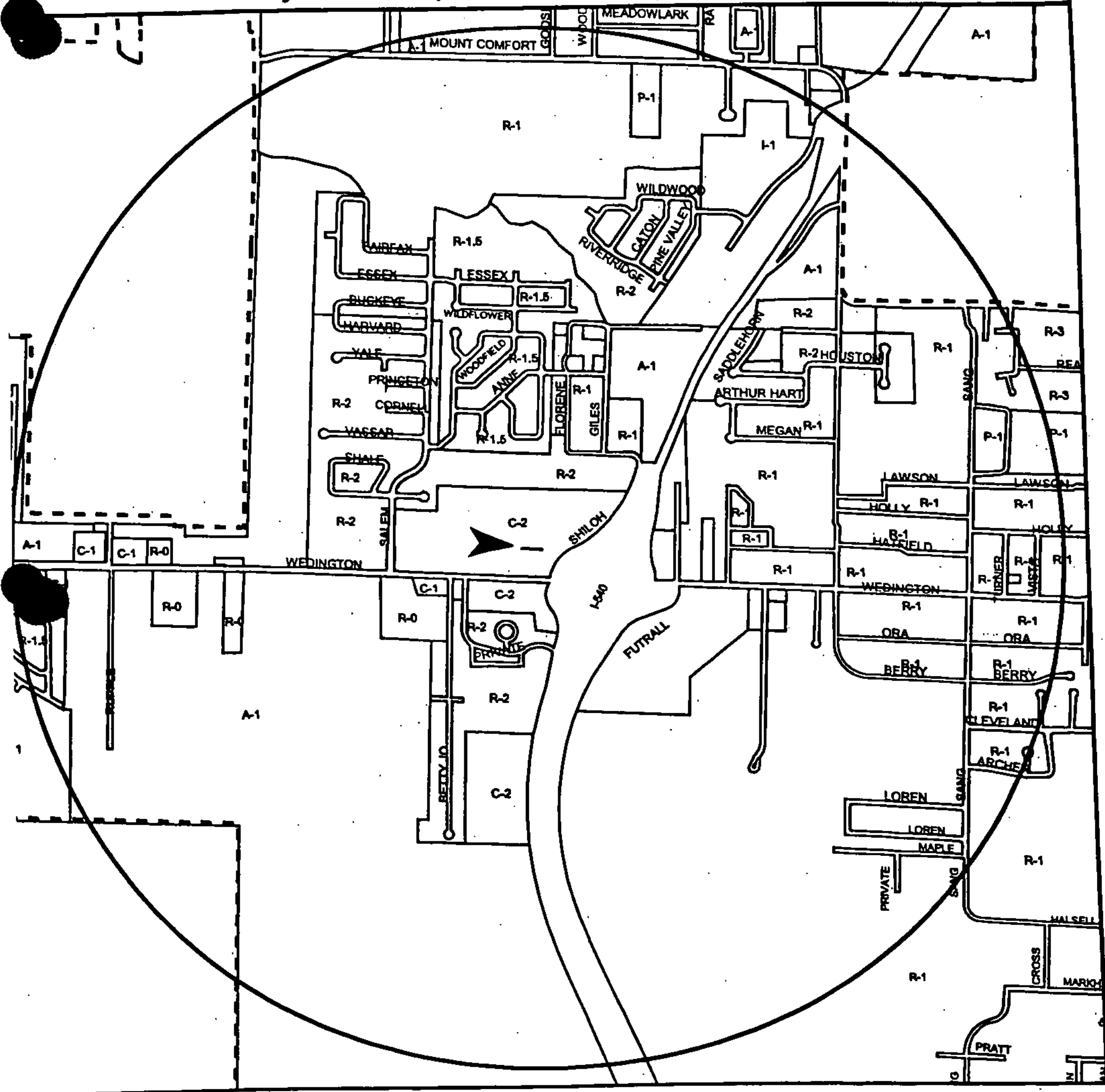


A99-9.00 - Clary Development Corp - Close Up

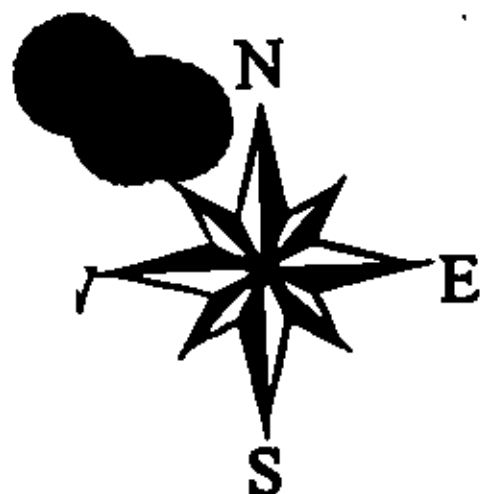
3



A99-9.00 - Clary Development Copr - One Mlle Diameter



1400 0 1400 Feet



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August 9, 1999
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**VA99-9: UTILITY EASEMENT VACATION
CLARY DEVELOPMENT, PP401**

This item was submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for property located at Lots 1 & 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20 foot utility easement between lots 1 and 3.

Roger Trotter was present on behalf of the request.

Staff Recommendation

Staff recommended approval of the requested easement vacation.

Committee Discussion

Johnson: Staff has recommended approval of the easement because this would be relocated to a common lot line for lots 1R and 5.

Conklin: That is correct. When the revised final plat was brought through, that lot line was moved further to the north and this relocates that easement further to the north.

Johnson: And there were no objections by any of the City departments or any of the utility companies. Is that correct?

Conklin: That is correct.

Johnson: Is Mr. Trotter here?

Trotter: Yes, ma'am.

Johnson: Do the Commissioners have any questions of the applicant on this?

Ward: I'll have to abstain from this vote.

Johnson: All right. Thank you Commissioner. Any questions before I ask if there is anyone in the audience who would address us.

Public Comment

None

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Further Discussion

Johnson: I would remind the applicant that our action is merely a recommendation to the Council. I believe vacations also require 5 positive votes to go forward. Tim?

Conklin: No. It's a simple majority.

Johnson: All right.

MOTION

Estes: I move that we approve utility easement vacation 99-9.

Shackelford: I'll second.

Johnson: We have a motion by Commissioner Estes and seconded by Commissioner Shackelford that we approve vacation 99-9 and forward it to the Council for it's final action. Is there discussion on the motion to approve?

Roll Call

Upon roll call, the motion passed with a vote of 5-0-1. Mr. Ward abstained.

Johnson: The motion carries on a vote of 5-0-1 and goes on to the Council for final action.
Thanks.

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of September 7, 1999.

FROM:	Planning	Public Works
Tim Conklin		
Name	Division	Department

ACTION REQUESTED: To approve an for ordinance VA 99-10 submitted by Tim McMahon on behalf of McMahon Brothers Construction Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northern most 2' of the 10' utility easement along the south property line.

COST TO CITY:

<u>\$0</u>		
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	8-10-99	Internal Auditor	Date
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of the utility easement vacation and the Planning Commission approved the request with a unanimous vote of 6-0-0.

Tim Conklin
 Division Head
Richard Donald
 Department Director
Richard Donald
 Administrative Services
 Director
Richard Donald
 Mayor

8-19-99

Date

8-20-99

Date

20 AUG 99

Date

8/23/99

Date

Cross Reference

New Item: Yes No

Prev Ord/Res#: _____

Orig Contract Date: _____

PC Meeting of 09 Aug 99

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS
113 W. Mountain St.
Fayetteville, AR 72701

Utility Easement Vacation
McMahon Brothers, Inc.

TO: Fayetteville Planning Commission Members
THRU: Tim Conklin, City Planner
FROM: Ron Petrie, P.E., Staff Engineer
DATE: August 5, 1999

Project: VA 99.00-10.00: Utility Easement vacation as requested by McMahon Brothers, Incorporated for property located at 1603 Jordan Lane, Hidden Lake Estates, Lot 34. The property is zoned R-1, Single Family Residential. The request is to vacate the northern 2' of an existing 10' utility easement located adjacent to the southern side of Lot 34. Please refer to the attached drawings for exact location and dimensions.

The applicant has submitted the required notification forms to the utility companies and to the City. The results are as follows:

Ozarks Electric - No service.
Southwestern Electric Power Company - No objections.
Arkansas Western Gas - No objections.
SW Bell - No objections.
TCA Cable - No objections.

City of Fayetteville:
Water/Sewer - No objections.
Street Department - No objections.
Solid Waste - No objections.

Recommendation: Approval of the requested easement vacation.

PLANNING COMMISSION ACTION: yes Required
_____Approved _____Denied

Date: / /

Comments:

CITY COUNCIL ACTION: yes Required
 Approved Denied

Date: / /

PETITION

PETITION TO VACATE AN EASEMENT LOCATED IN LOT 34 HIDDEN LAKES ESTATES.
FAYETTEVILLE, ARKANSAS

To: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, located on north 2' of existing 10' easement adjacent to south property line of lot 34 Hidden Lake Estates, Fayetteville Arkansas.

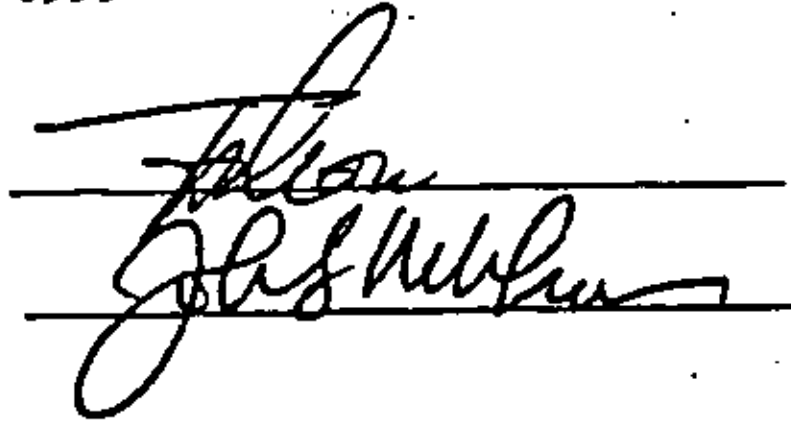
Petitioners state that the easement would only be encroached on by the overhang of the house being constructed on lot 34, and that the public interest and welfare would not be adversely affected by the vacation of the 2' section of the above described easement.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, vacate the above described easement.

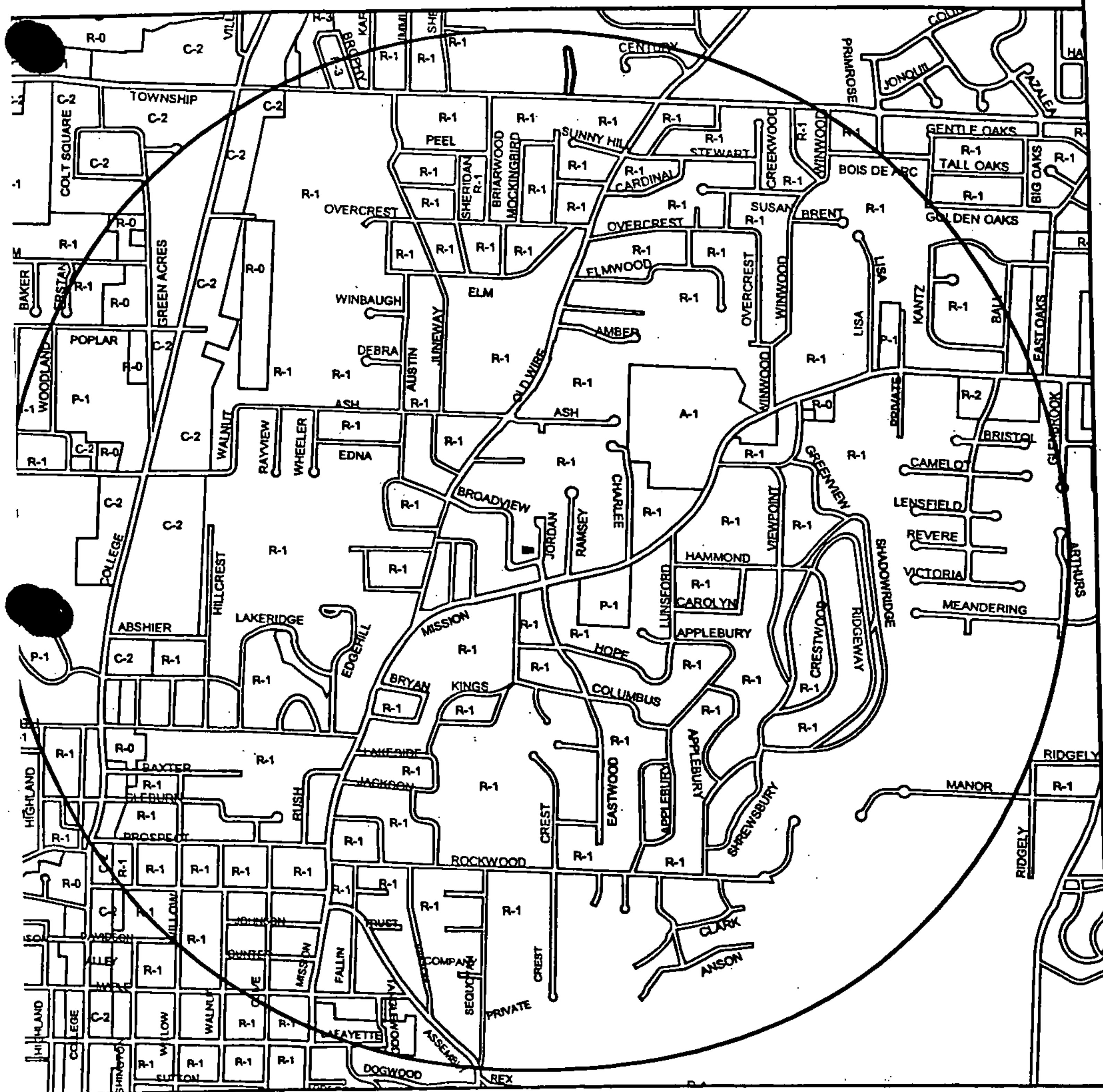
Dated this 19 day of July 19, 1999

Tim McMahon, Applicant

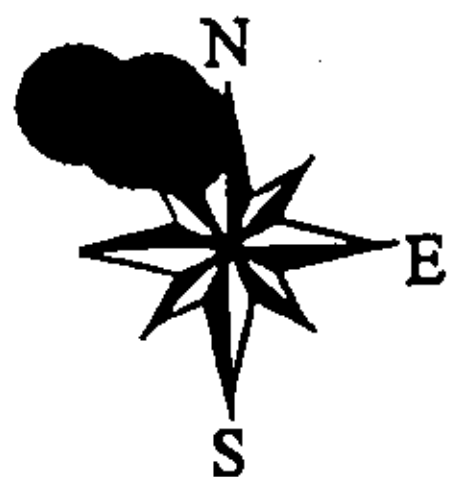
John McMahon, Owner



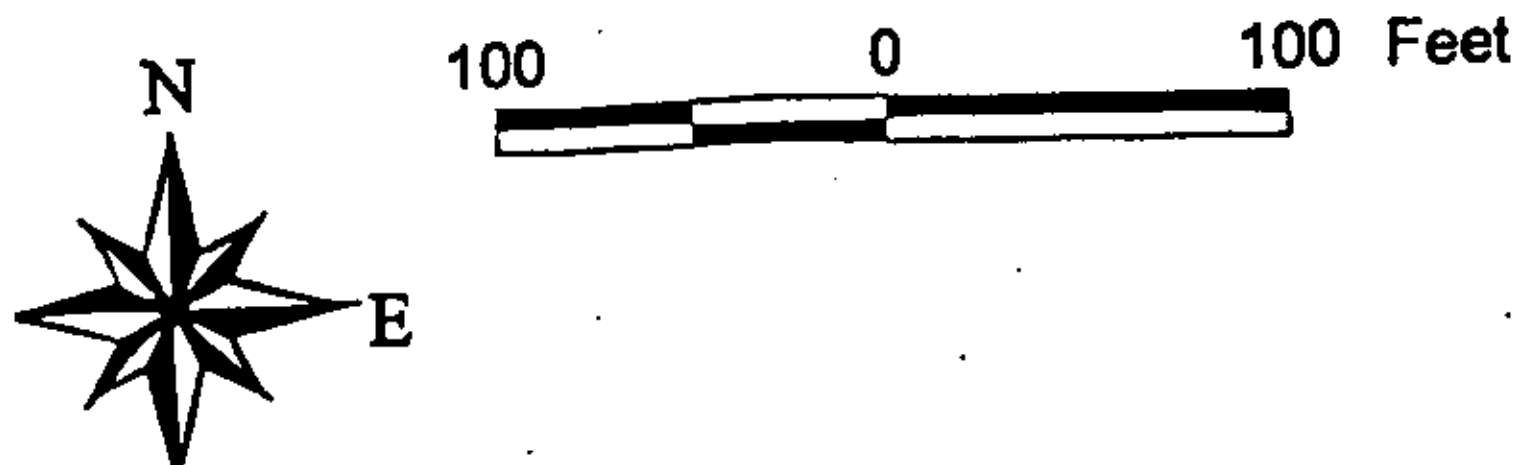
99-10.00 - MaMahon Brothers Construction - One Mile Diameter



1400 0 1400 Feet



99-10.00 - Mamahon Brothers Construction - Close Up



PLAT OF SURVEY
FOR
TIM McMAHON

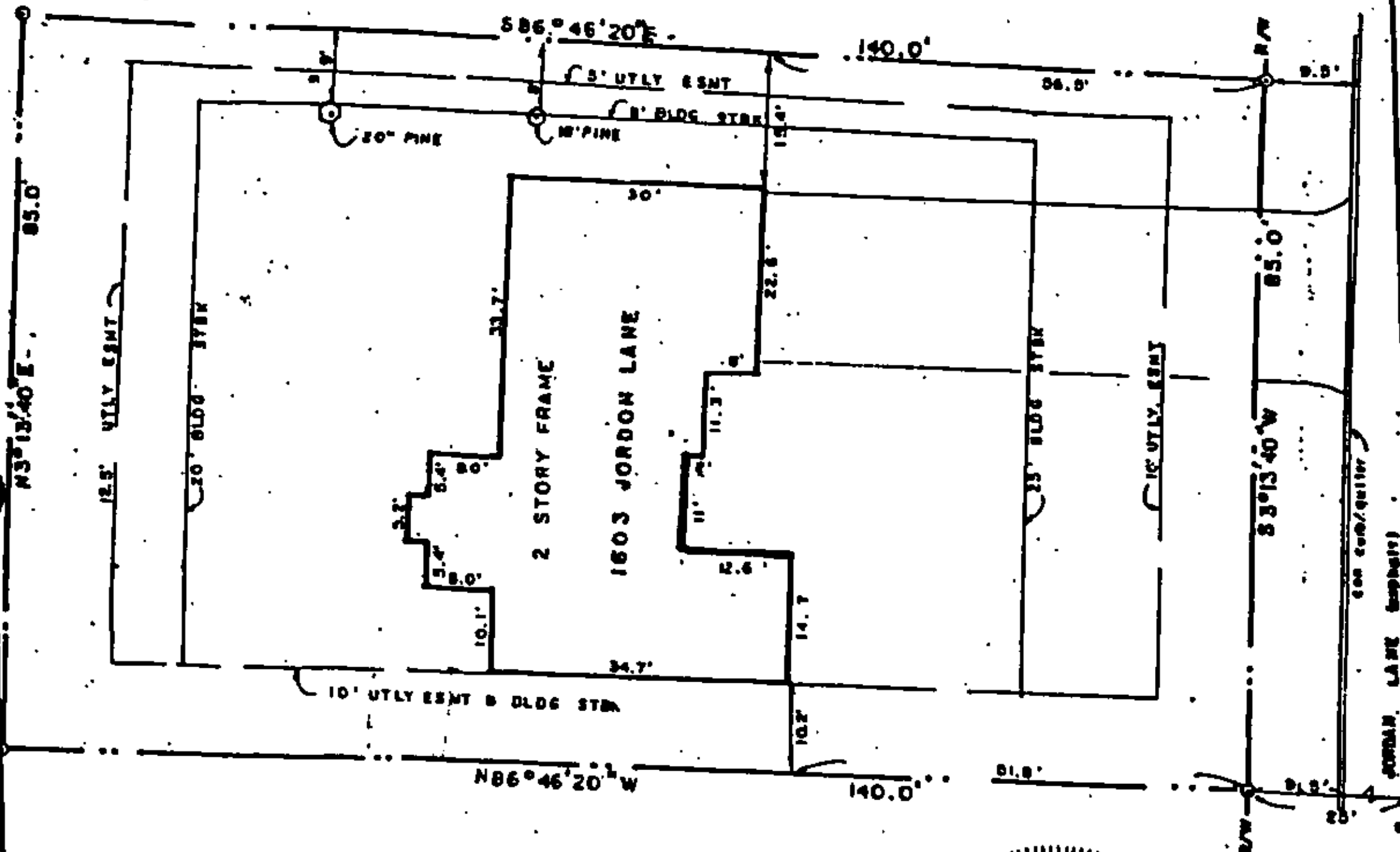


SCALE 1" = 20'

LEGEND

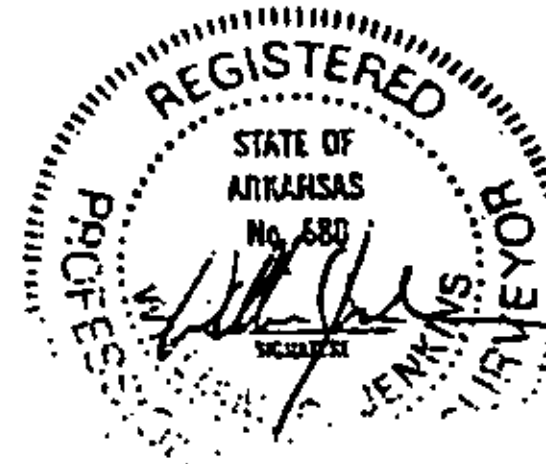
- PROPERTY LINE
- FOUND IRON PIN
- SET IRON PIN
- X-X- FENCE
- POB POINT OF BEGINNING

LOT 34
HIDDEN LAKE ESTATES



LEGAL DESCRIPTION

Lot Numbered Thirty-four (34), Hidden Lakes Estates Subdivision, City of Fayetteville, Arkansas, as per plat of said Subdivision on file in the Office of the Circuit Clerk and Ex-officio Recorder, Washington County, Arkansas.



SURVEYOR'S CERTIFICATION: I hereby certify that I have surveyed the herein described tract and that the property lines and corner monuments are, to the best of my knowledge and ability, correctly established as shown. Also, any easements and/or encroachments revealed by said survey are shown hereon.

William C. Jenkins
WILLIAM C. JENKINS PLS No. 680 AR

JENKINS SURVEYING, INC.
1552 CEDAR ST.
FAYETTEVILLE AR 72703
(501) 521-5231

Planning Commission Meeting
August 9, 1999
VA 99-10 McMahon
Page 11.4

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**VA99-10: UTILITY EASEMENT VACATION
MCMAHON, PP408**

This item was submitted by Tim McMahon on behalf of McMahon Brothers Construction, Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northernmost 2 feet of the 10 foot easement along the south property line.

Tim McMahon was present on behalf of the request.

Staff Recommendation

Staff recommended approval of the utility easement vacation.

Commission Discussion

Johnson: This property is located in Hidden Lakes Estates. My understanding from our discussion of this at agenda session last Thursday is that the problem is that 2 feet of the roof line extends over into the utility easement and that this problem was observed when the City Inspector, Bert Rakes, was on site and the problem was observed prior to the footing being poured. The ditch for the footing had been dug and I think the rebar had been placed but the concrete hadn't been poured. The inspector observed the mistake and said that it needed to be corrected but the applicant opted not to do that.

Vinson: I have a brief history that I can present to you. In April of 1999, the applicant was in the process of pouring footings for a residence at 1603 Jordan Lane. An inspector, Bert Rakes, from the City of Fayetteville informed the applicant that the footing was violating a utility easement setback. The plan the applicant was using showed an 8 foot setback but the setback was suppose to be 10 feet. The inspector devised a way to alter the existing footing by increasing it's width, allowing the wall and roof overhang to be built outside of the utility easement. Later, the applicant decided the wall could not be placed on the footing at the location he and the inspector had discussed and the wall was constructed with a setback of 10 feet, 2 inches. The roof currently hangs 2 feet into the utility easement. The applicant is now requesting a vacation on the north 2 feet of the 10 foot utility easement setback to accommodate the roof overhang.

Johnson: All right. Would the applicant identify himself for us and tell us what you have to add to the overview that has been given?

McMahon: My name is Tim McMahon and I am representing McMahon Brothers Construction, Inc. The only thing I have to add to Brent's comments are that the property is a little bit unique because it is located immediately adjacent to a property that is on the National

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Historic Register which is know as the Jackson House and there are several very large and pristine pine trees located on this property and what we were attempting to do when we were locating the structure on the property was to avoid damaging the root system of the very large pine tree that is part of the Jackson Estate before the property was subdivided. The plat that we used to layout the house and which I used to submit to the planning department was mistaken used by me. It was a preliminary plat. During the process of obtaining a building permit, I didn't even realize I was using a preliminary plat. So, it was an honest mistake that I've made. We've built probably about 50 houses in the City of Fayetteville and this is the first time I've ever had a problem. We're very, very careful about this normally and it was just a mistake and an oversight. There are absolutely no utilities in the easement and there have been no objections by any of the utility companies or the City Engineering Department or any of the other parties that are involved.

Johnson: Explain to me why there are no utilities in this utility easement.

McMahon: Well, when I asked Ron Petrie about this -- actually, Ron was employed by the engineer who did the engineering on the subdivision. He told me that customarily an engineer would -- it's just a matter of keeping clean lines when the lots were subdivided. There are utilities that come of the back corner of the property along that property line but it's just partial.

Johnson: Are you saying that there are no utilities in the 10 foot utility easement or there are no utilities in the 2 feet which you want vacated.

McMahon: Along the property line that would be affected by the roof overhang, along that segment of the utility easement, there are no utilities in the easement.

Johnson: And how long a segment of that utility easement is it?

McMahon: It is approximately about 36 feet. It's right in the middle. Coming off the back of the property, there are utilities that come out in the easement. There is also another very large group of 3 or 4 big, pristine pine trees that are in that utility easement between the street and the back part of the property where there actually are utilities in the easement.

Johnson: We have before us a plat or survey that you provided for lot 34 and it's at page 11.4 in our packet. Is it the section of the utility easement -- now I've confused myself -- is this easement on the south side of this house or is it on the north side of the house? The one that you are seeking to vacate.

McMahon: It would be on the south side of the house.

Conklin: What the applicant has stated is true. There are no utilities in that easement. When I talked with Ron Petrie this afternoon regarding this easement, he indicated to me that at

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the time it was going through plat review that the utility companies requested this easement and an additional easement and when they actually went to install the utilities in the subdivision, they did not go this direction with the utilities and therefore they did not use this utility easement.

Johnson: Tim, as you understand, what part of that south line that is 140 feet long doesn't have utilities in it? Where are the utilities?

McMahon: I don't have the plat right in front of me but there -- I'm not sure it's shown on the drawing you have but there is a property line that runs north and south going off of the southern east/west property line and that is as far they extend.

Johnson: There are 2 utilities easements and 2 property lines going north/south. Is it the one on the east boundary or the west boundary of this lot.

McMahon: It would be the west boundary, I believe.

Johnson: Tim, do you understand that along this south boundary that we are -- the south utility easement, that there will never be utilities placed there to your knowledge?

Conklin: That is correct.

Johnson: In light of that fact -- let me ask whether there are other questions and I'm not sure I've asked for public comment.

Bunch: In reading the petition and looking at the plat, it's not clear -- are you asking for a 2 foot vacation along the whole southern border or just in the vicinity of where the overhang of the house is?

McMahon: We would be pleased if we were granted a vacation just along the portion where the overhang of the house exists. However, the utility companies, when they stated what they would agree with on the forms that they signed, they said just the northern 2 foot of the utility easement.

Bunch: Basically, it's not really clear from this which request is being made. Whether is the overhang of the house area or along the whole, entire length.

Public Comment

None.

MOTION

Minutes of Planning Commission Meeting
August 9, 1999
Page 17

Johnson: In light of the fact that there is no utility located in this easement and but for that, probably I would not have voted for this vacation because I think when the City Inspector is on site and says this is being built in the easement, I think the sensible course is to make the correction before the concrete is poured. But, if this utility easement is not being used, I take it we might even consider an application to vacate the entire easement along this section. In light of that, I will move that we approve vacation 99-10 and that we recommend vacation of the northernmost 2 feet of the entire existing 10 foot utility easement on the southern side of lot 34.

Estes: Madame chairman, I second the motion.

Johnson: I have a motion by the chairman, seconded by Commissioner Estes that we approve vacation 99-10 to vacate the northernmost 2 feet of the entire 10 foot utility easement on the south boundary of lot 34 and recommend that on to the Council.

Roll Call

Upon roll call, the motion passed with a unanimous vote of 6-0-0.

Meeting adjourned at 6:24 p.m.

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

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

8-25-99

Att: City Council Members
Re: Rezoning request for Fochtman

The Planning Commission recently denied the rezoning request of 6 parcels of property located west of Hwy 112 just North of the proposed City High Tech Park. On behalf of the applicants and the owners of this property, I have been asked to request an appeal to the City Council.

Enclosed herewith is a plat, which shows the location of these parcels of property along with the legal descriptions and the surrounding zonings.

The Planning Staff recommended denial of the requested rezonings mainly because the request did not conform to the 2020 plan, which indicated this property to be developed as residential.

The Commission was generally split on the decision to rezone. There was difference of opinion for all of the request except the I-1 request, which was denied by all members. There was a concern to protect the High Tech Park.

We originally submitted this request in May and brought it back recently with revisions as a result of the first Commission meeting. There seemed to be some interest in more commercial property.

In addition, we have shown the collector street east-west through this property in accordance with the master street plan.

We understand the need to conform to the 2020 plan when possible. But this plan is a guide and should be used as such.

The property to the south is I-1, to the east is C-2 and to the north and west is A-1.

We would appreciate your consideration of this appeal.

Thank you.

Sincerely;


David L. Jorgensen, P.E.

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

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

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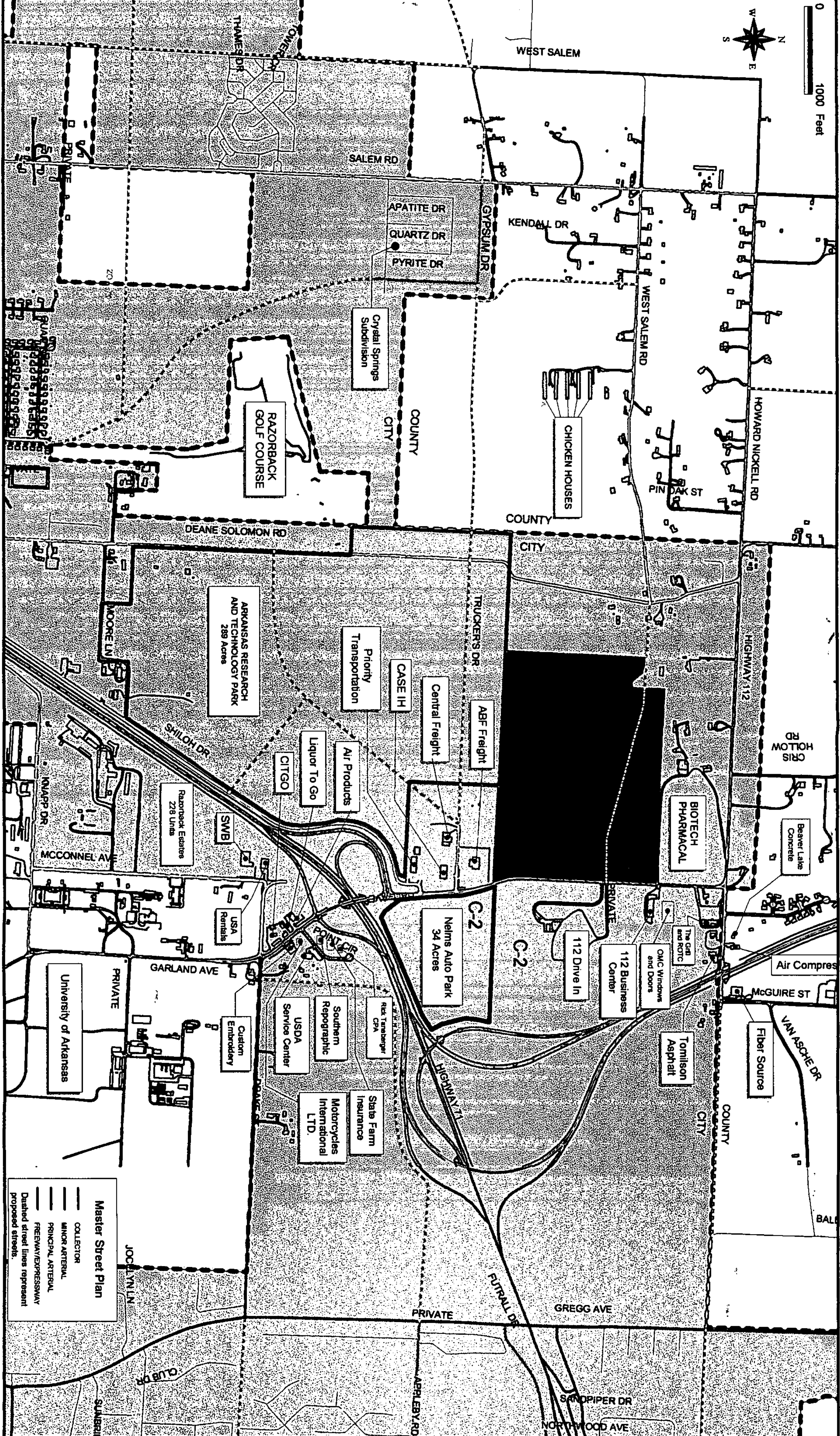
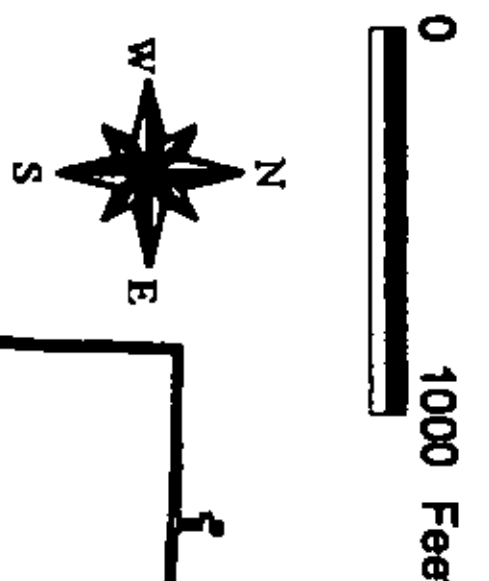
The property to the south is I-1, to the east is C-2 and to the north and west is A-1.

We would appreciate your consideration of this appeal.

Thank you.

Sincerely;


David L. Jorgensen, P.E.



Master Street Plan

- COLLECTOR
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- FREEWAY/EXPRESSWAY

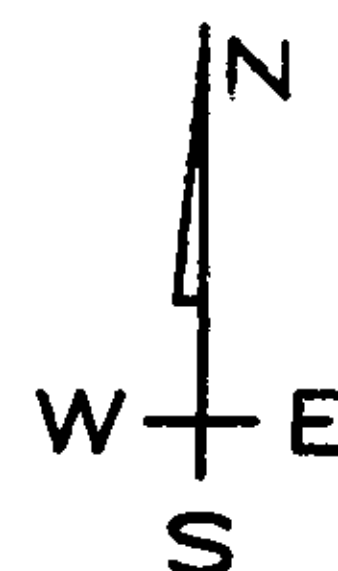
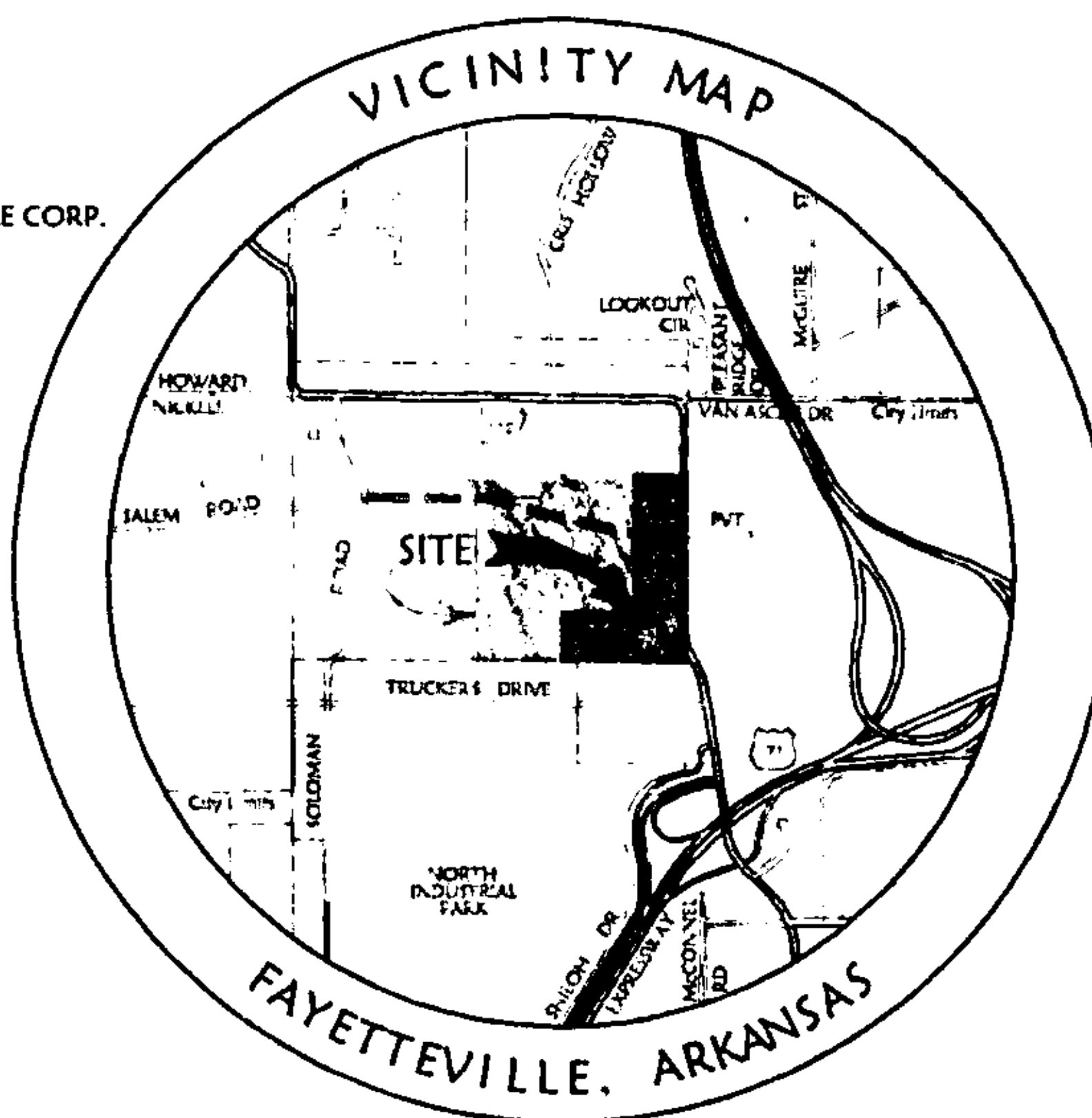
Dashed street lines represent proposed streets.

MARTHA BENEDICT
1992
VILLE, AR. 72701

A-1

15812
COMMONWEALTH - GOSHEN THEATRE CORP.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2



TRACT 6
18.06 ACRES

A-1 TO C-1

P.O.B. (TRACT 6)

SE CORNER
NW1/4, SE1/4
28-17-30

N88°30'04"W
55.52'

15819
COMMONWEALTH - GOSHEN THEATRE CORP.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

WEST 836.58'

EAST 1264.70'

15816
COMMONWEALTH - GOSHEN THEATRE CORP.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

15815
COMMONWEALTH - GOSHEN THEATRE CORP.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

15813
COMMONWEALTH - GOSHEN THEATRE CORP.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

TRACT 1
26.14 ACRES

A-1 TO C-2

"E"
"F"
"G"
"H"
"I"
"J"
"K"
"L"

25°31'W 1322.50'

15856
CITY OF FAYETTEVILLE AR.
C/O A.B.F. FREIGHT SYSTEM INC.
P.O. BOX 10048
FORT SMITH 72717-0048

I-1

COURSE	BEARING	DISTANCE
E	S00°46'23"W	63.14'
F	S01°04'13"E	51.97'
G	S04°20'10"E	40.08'
H	S08°20'07"E	55.68'
I	S13°06'47"E	58.74'
J	S16°50'56"E	71.32'
K	S19°29'56"E	15.95'
L	S01°16'51"W	26.08'

LEGAL DESCRIPTION: (TRACT 5 A-1 TO R-O)

and being more particularly described as
thence N01°22'10"E 447.04 Feet to the
51 Feet, thence East 1318.79 Feet, thence
res more or less subject to easements and

Part of the E1/2 of the SW1/4 and part of the W1/2 of the SE1/4 of Section 28, T17N, R30W and being
more particularly described as follows: Commencing at the SE Corner of the NE1/4, SW1/4 thence
N88°33'19"W 649.32 Feet to the P.O.B., thence North 513.51 Feet, thence S88°27'23"E 1067.16 Feet,
thence South 938.98 Feet, thence West 1066.77 Feet, thence North 454.21 Feet to the P.O.B.;
Containing 23.35 acres more or less subject to easements and R/W of record.

LEGAL DESCRIPTION: (TRACT 6 A-1 TO C-1)

SW1/4 of Section 28, T17N, R30W and being
SE Corner of the NE1/4, SW1/4 thence
21 Feet, West 680.14 Feet, thence
thence S40°44'53"E 148.93 Feet, thence
thence S88°43'51"E 308.67 Feet, thence South
ss subject to easements and R/W of record.

Part of the NW1/4 of the SE1/4 and part of the SW1/4 of the SE1/4 of Section 28, T17N, R30W and being
more particularly described as follows: Commencing at the SE Corner of the NW1/4, SE1/4 thence
N88°30'04"W 55.52 Feet to the P.O.B., thence S01°27'13"W 404.89 Feet, thence West 836.58 Feet,
thence North 938.98 Feet, thence S88°27'23"E 860.13 Feet, thence S01°27'13"W 511.22 Feet to the
P.O.B.; Containing 18.06 acres more or less subject to easements and R/W of record.

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

2013 GREEN ACRES ROAD
FAYETTEVILLE, ARKANSAS 72703

SCALE: 1" = 200'
DATE: 29 APR 93
CHECKED BY: DJJ
DATE: 29 APR 93
REVISIONS: 1
REZONING OF PROPERTY
FOR EARL FOCHTMAN

15831
JAMES G. & JOANN SANDLIN
2019 WEST HWY. 112
FAYETTEVILLE, AR. 72703

A-1

ATER TRUST
Y
LE, AR. 72703

A-1

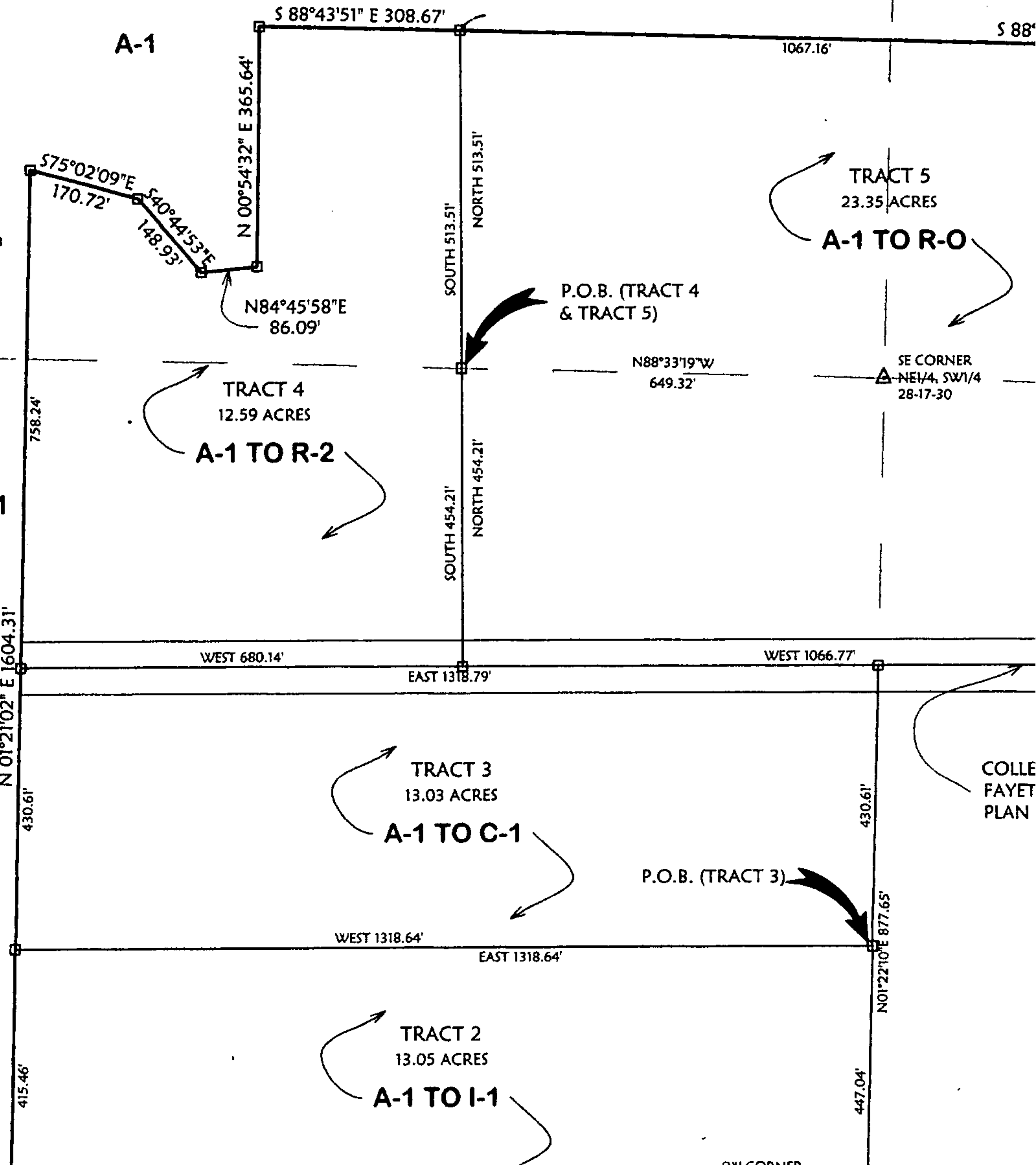
3376 DEANE SOLOMON
FAYETTEVILLE, AR. 72703

A-1

A-1

A-1

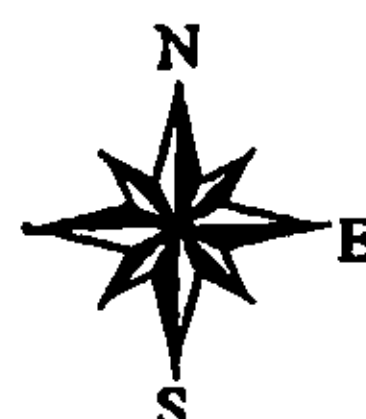
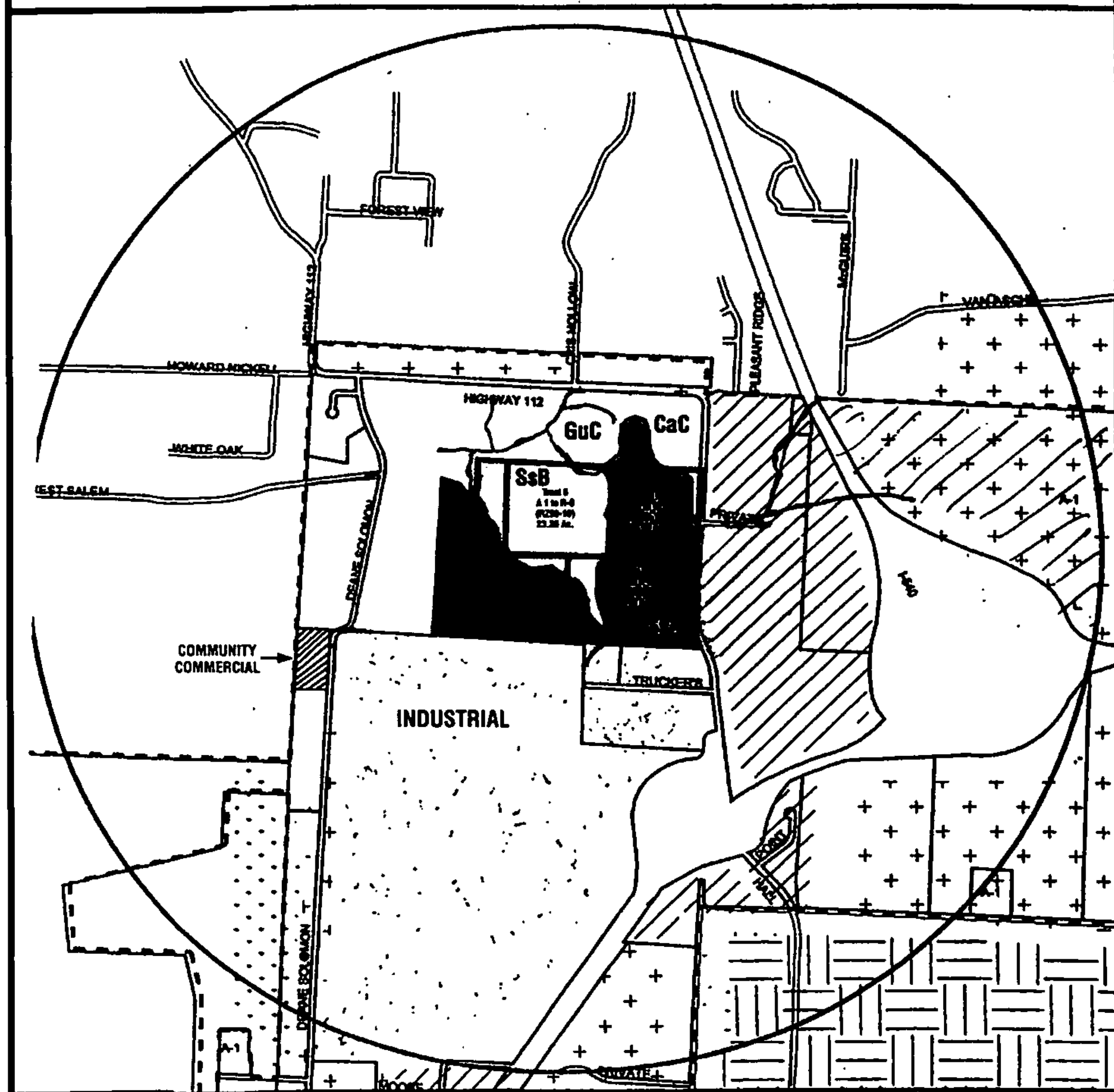
RESCOTT
90
71067



5



99-18,19,20,21,22,23 - Fochtman - General Plan 2020 - Future Land Use



Open Space
Recreation



Mixed Use



Residential



University



Regional Commercial

Summit A (SsA)
Summit B (SsB)
Taloka (ToA)

interpretations--Continued

Soil features affecting--

Farm ponds		Land leveling	Agricultural drainage	Irrigation	Terraces and diversions
Reservoir area	Embankment				
Rocks; shallow over bedrock.	Rocks; limited borrow material.	Slopes; rocks; shallow over bedrock.	Excessive drainage.	Poor agricultural soil.	Shallow over bedrock; rocks.
No limiting features.	Low seepage rate; low strength and stability.	Slopes too steep in places.	Very slow permeability; ponding in level areas.	Fine texture; slopes.	High shrink-swell potential; slopes.
No limiting features.	Low seepage rate; low strength and stability.	Slopes; stones.	Moderately good drainage.	Steep slopes; stones.	Steep slopes; high shrink-swell potential; stones.
No limiting features.	Low seepage rate; low strength and stability.	Mounds or gentle slopes in places.	Very slow permeability.	Mounds or gentle slopes in places.	Mounds or gentle slopes in places.

fraction in each profile. There are significant amounts of montmorillonite or interlayered vermiculite and montmorillonite in the medium clays. Amorphous material and montmorillonite are dominant in the fine clays. The content of expanding clays is about 10 percent; hence, the plasticity index is not high.

Nonfarm Uses of the Soils

Table 7, p. 70, gives the degree and kind of limitation of
 of selected soils
 absence of data]

the soils of Washington County for selected nonfarm uses. The degree of limitation reflects all the features of a given soil, to a depth of 5 feet, that affect a particular use. *Very slight* indicates that there is no limitation or that the limitation is minor and very easily overcome; *slight* indicates that the limitation is not serious and is easily overcome; *moderate* indicates that the limitation generally can be corrected by practical means; *severe*, that the limitation is difficult to overcome; and *very severe*, that the use of the soil for a particular purpose generally is impractical.

Medium clay (0.2 to 0.08 micron)		Fine clay (less than 0.08 micron)		Total percentage of clay	Calculated cation-exchange capacity of clay fraction	Percentage of free iron as Fe ₂ O ₃
Percentage of sample	Mineralogy	Percentage of sample	Mineralogy			
7.4	70 percent amorphous material, 20 percent kaolinite, 10 percent illite.	(1)		12.3	Meq./100 gm.	1.4
6.3	45 percent interstratified vermiculite and montmorillonite, 35 percent amorphous material, 10 percent illite, 10 percent kaolinite.	2.6	45 percent montmorillonite, 40 percent amorphous material, 10 percent vermiculite and montmorillonite, 5 percent illite.	25.2	44	2.1
7.1	45 percent interstratified vermiculite and montmorillonite, 40 percent amorphous material, 10 percent illite, 5 percent kaolinite.	.4	45 percent montmorillonite, 30 percent amorphous material, 20 percent interstratified vermiculite and montmorillonite, 5 percent illite.	19.5	43	2.0

TABLE 7.—Degree and kind of limitation for building

Soil	Slope	Dwellings served by public or community sewage system	Dwellings served by septic tank filter fields
	<i>Pa.</i>		
Guin (GuC).....	3 to 8	Slight.....	Slight.....
Hector-Mountainburg: (HmC, HmD).....	3 to 12	Severe: shallow over rock.....	Severe: shallow over rock.....
(HoF).....	3 to 40	Severe: shallow over rock.....	Severe: shallow over rock.....
Jay (JaB, JaC).....	1 to 8	Slight.....	Severe: slow percolation rate.....
Johnsburg (Jo, Js).....	0 to 2	Severe: seasonal high water table.....	Severe: slow percolation rate; seasonal high water table.
Leaf (Le, Lf).....	0 to 1	Very severe: seasonal high water table.	Severe: slow percolation rate; seasonal high water table.
Linker: (LkB, LkC2, LnC2).....	1 to 8	Slight.....	Slight.....
(LnD).....	8 to 12	Slight.....	Slight.....
Montevallo (MoD, MoE).....	3 to 25	Severe: shallow over rock.....	Severe: shallow over rock.....
Nixa (NaC, NaD).....	3 to 12	Slight.....	Severe: slow percolation rate.....
Pembroke (PeB, PeC2, PgC2).....	1 to 8	Very slight.....	Slight.....
Pickwick: (PsB, PsC2, PkC2).....	1 to 8	Very slight.....	Slight.....
(PkD2).....	8 to 12	Slight.....	Slight.....
Razort: (Ra, Rg).....	0 to 2	Severe: seasonal high water table; severe flood hazard.	Severe: seasonal high water table; severe flood hazard.
(Rk).....	0 to 2	Moderate: moderate flood hazard.....	Moderate: moderate flood hazard.....
Rock land (Ro).....	3 to 60	Very severe: slope; shallow over rock.	Severe: slope; shallow over rock.....
Samba (Sa, Sb).....	0 to 1	Very severe: low bearing capacity; high shrink-swell potential; seasonal high water table.	Severe: slow percolation rate; low bearing capacity; high shrink- swell potential.
Savannah (SfB, SfC2).....	1 to 8	Slight.....	Severe: slow percolation rate.....
Sloan (Sn).....	0 to 3	Severe: severe flood hazard; sea- sonal high water table.	Severe: severe flood hazard; seasonal high water table.
Sogn (So).....	3 to 12	Severe: shallow over rock.....	Severe: shallow over rock.....
Summit: (Sp, SsA).....	0 to 1	Severe: low bearing capacity; high shrink-swell potential.	Severe: slow percolation rate; low bearing capacity; high shrink- swell potential; seasonal high water table.
(SsB, SsC2, SsD2, StD2, StE2).....	1 to 25	Severe: high shrink-swell potential; low bearing capacity.	Severe: slow percolation rate; high shrink-swell potential.
Taloka (Ta, ToA, ToB).....	0 to 3	Moderate: moderate bearing capacity; moderate shrink-swell potential; seasonal high water table.	Severe: slow percolation rate; mod- erate bearing capacity; moderate shrink-swell potential; seasonal high water table.

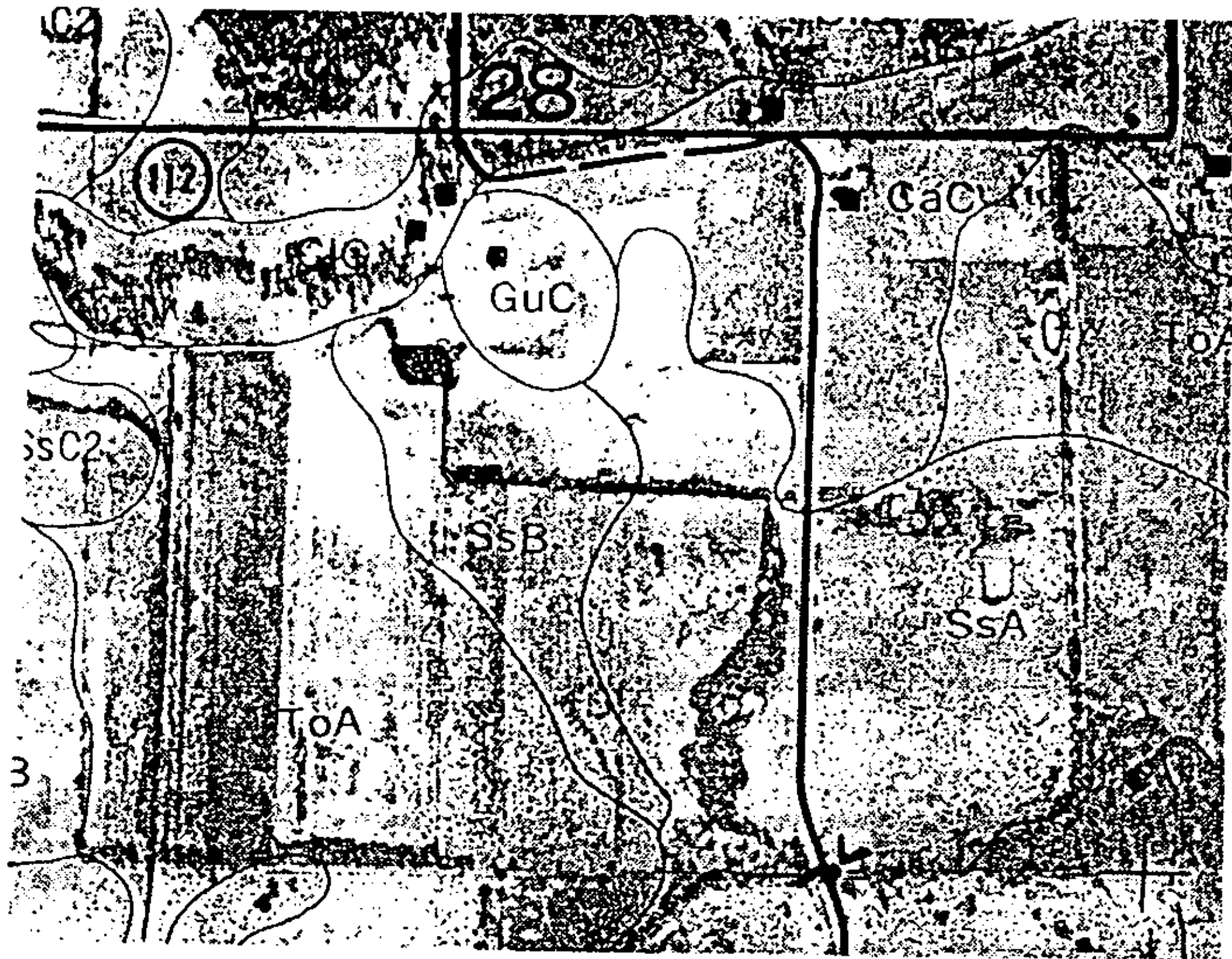
sites, recreational facilities, and trafficways—Continued

Recreation		Light industry	Trafficways
Campsites or picnic areas	Intensive play areas		
Slight.....	Slight.....	Slight.....	Slight.
Moderate: moderate trafficability.	Severe: poor trafficability.....	Severe: shallow over rock.....	Moderate: shallow over rock.
Severe: poor trafficability.....	Severe: shallow over rock.....	Severe: shallow over rock.....	Severe: shallow over rock.
Slight.....	Slight.....	Slight.....	Slight.
Severe: poor trafficability.....	Severe: poor trafficability.....	Severe: low bearing capacity; seasonal high water table.	Severe: low traffic-supporting capacity; seasonal high water table.
Severe: poor trafficability.....	Very severe: poor trafficability.	Severe: seasonal high water table; low bearing capacity.	Severe: seasonal high water table; low traffic-supporting capacity.
Very slight.....	Very slight.....	Very slight.....	Very slight.
Moderate: moderate trafficability.	Moderate: moderate trafficability; slope.	Moderate: slope.....	Slight.
Severe: poor trafficability; erodibility.	Very severe: poor trafficability; shallow over rock.	Severe: shallow over rock.....	Severe: shallow over rock.
Slight.....	Moderate: moderate trafficability.	Slight.....	Slight.
Very slight.....	Very slight.....	Very slight.....	Very slight.
Very slight.....	Very slight.....	Very slight.....	Very slight.
Slight.....	Moderate: slope; moderate trafficability.	Moderate: slope.....	Slight.
Severe: poor trafficability.....	Very severe: poor trafficability.	Severe: severe flood hazard.....	Severe: severe flood hazard; low traffic-supporting capacity.
Slight.....	Slight.....	Moderate: flood hazard.....	Slight.
Very severe: slope; stony and rocky; poor trafficability.	Very severe: slope; stony and rocky; poor trafficability.	Very severe: slope; shallow over rock.	Very severe: slope; shallow over rock.
Very severe: poor trafficability.....	Very severe: poor trafficability.....	Very severe: seasonal high water table; low bearing capacity.	Very severe: seasonal high water table; low traffic-supporting capacity.
Slight.....	Slight.....	Slight.....	Slight.
Severe: poor trafficability.....	Very severe: poor trafficability.	Severe: severe flood hazard; low bearing capacity; seasonal high water table.	Severe: severe flood hazard; low traffic-supporting capacity; seasonal high water table.
Severe: poor trafficability.....	Very severe: poor trafficability; shallow over rock.	Very severe: slope; shallow over rock.	Very severe: shallow over rock.
Severe: poor trafficability; seasonal high water table.	Very severe: poor trafficability; seasonal high water table.	Very severe: low bearing capacity; high shrink-swell potential; seasonal high water table.	Very severe: high shrink-swell potential; low traffic-supporting capacity.
Severe: poor trafficability.....	Severe: poor trafficability.....	Very severe: low bearing capacity; high shrink-swell potential.	Very severe: high shrink-swell potential; low traffic-supporting capacity.
Moderate: moderate trafficability.	Moderate: moderate trafficability.	Moderate: moderate bearing capacity.	Severe: low traffic-supporting capacity.

SSA

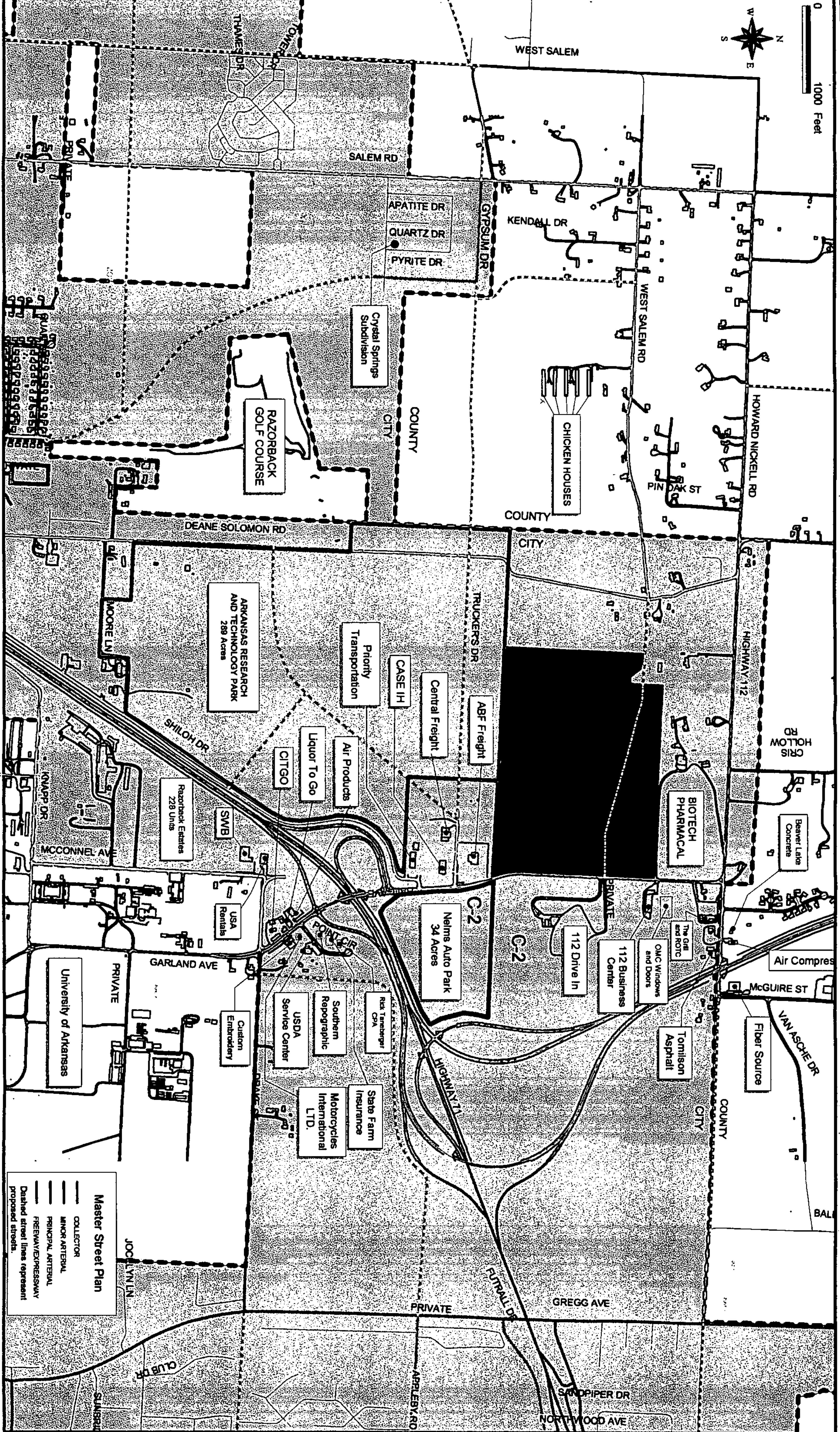
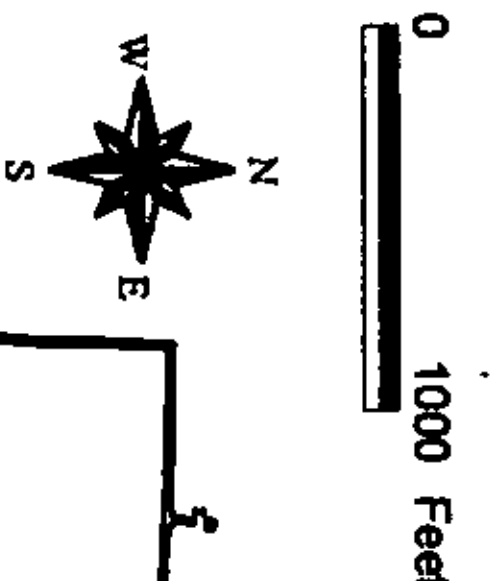
SSB

ToA



The soil on the proposed rezoned property consists of three different types of soil, all hydric soils:

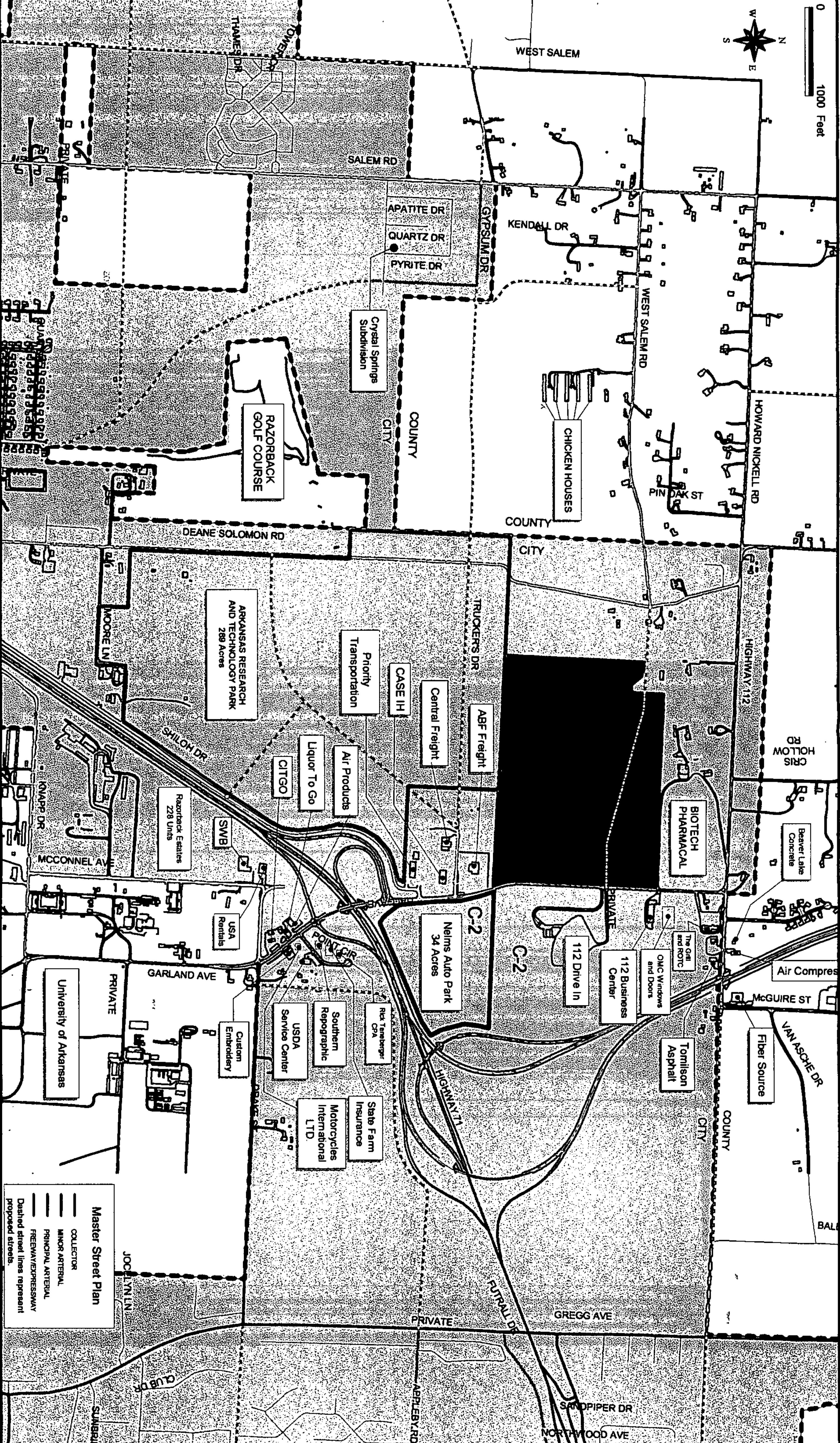
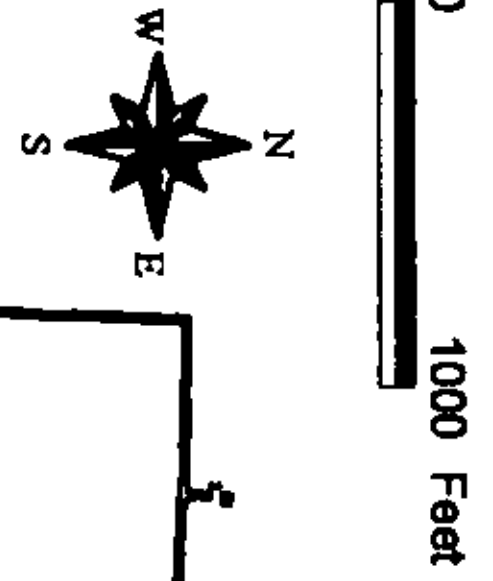
- ToA: Taloka silt loam, 0 to 1 percent slopes
- SsA: Summit silty clay, 0 to 1 percent slopes
- SsB: Summit silty clay, 1 to 3 percent slopes.



Master Street Plan

- COLLECTOR
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- FREWAY/EXPRESSWAY

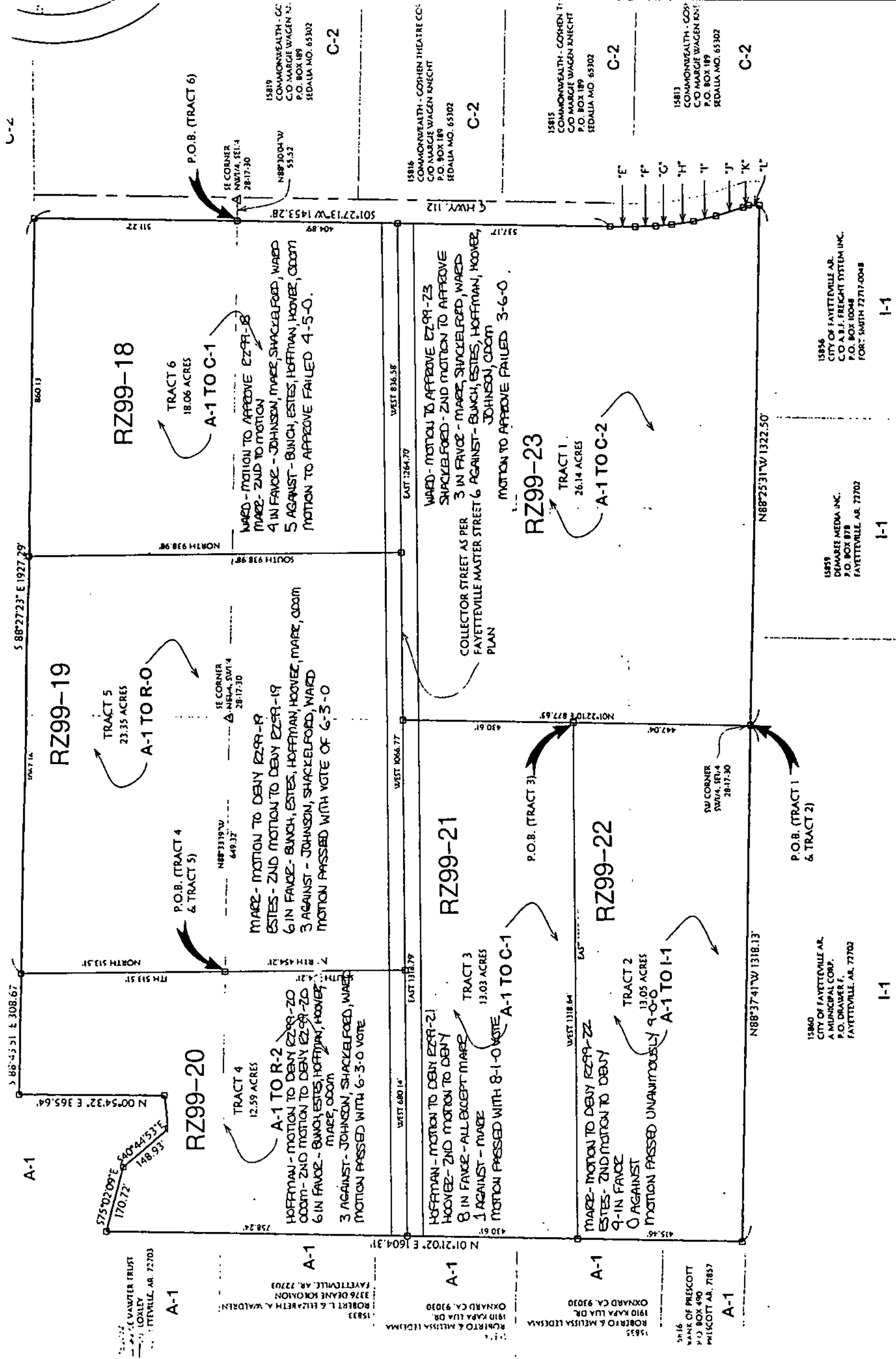
Dashed street lines represent proposed streets.



Master Street Plan

- COLLECTOR
- MINOR ARTERIAL
- PRINCIPAL ARTERIAL
- FREEMAN/EXPRESSWAY

Dashed street lines represent proposed streets.



15812
WALKER TRUST
LOVELY
FAYETTEVILLE, AR. 72703

A-1

15813
ROBERT L. & ELIZABETH A. WALDRON
3376 DEANE KNOXION
FAYETTEVILLE, AR. 72703

A-1

15815
ROBERTO A. MELISSA LIDEMAN
1910 KAPA LUNA DR.
OXNARD CA. 93030

A-1

15816
WALKER OF PRESCOTT
P.O. BOX 490
PRESCOTT AR. 71857

A-1

15860
CITY OF FAYETTEVILLE AR.
A MUNICIPAL CORP.
P.O. DRAWER 6
FAYETTEVILLE, AR. 72702

I-1

15859
DEMARCEE MEDIA INC.
P.O. BOX 878
FAYETTEVILLE, AR. 72702

I-1

15856
CITY OF FAYETTEVILLE AR.
C/O A.B.F. FREIGHT SYSTEM INC.
P.O. BOX 10048
FORT SMITH 72717-0048

I-1

15816
COMMONWEALTH - COHEN T.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

15815
COMMONWEALTH - COHEN T.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

15813
COMMONWEALTH - COHEN T.
C/O MARGIE WAGEN KNECHT
P.O. BOX 189
SEDALIA MO. 65302

C-2

STAFF REVIEW FORM

RECEIVED

AUG 23 1999

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

XXX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Council meeting of September 7, 1999

FROM:

Willie Newman

Name

Solid Waste

Division

Public Works

Department

ACTION REQUESTED:

Award and approval of bid # 99-67 to the lowest bidder, Presto Products Co., for the purchase of plastic trash bags to be used in our volume based sanitation rate program in the amount of \$165,935 and a budget adjustment in the amount of \$34,945

COST TO CITY:

<u>\$165,935</u>	<u>\$131,000</u>	<u>Sanitation Supplies</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>5500-5020-5225.00</u>	<u>\$ 10</u>	<u>Residential Collections</u>
Account Number	Funds Used to Date	Program Name
<u>Project Number</u>	<u>\$130,990</u>	<u>Solid Waste</u>
	Remaining balance	Fund

BUDGET REVIEW:

X Budgeted Item 8/19/99 X Budget Adjustment Attached
[Signature] Budget Coordinator [Signature] Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

Marilyn Brainer 8-19-99 GRANT AGENCY: _____
 Accounting Manager Date
[Signature] 8-20-99
 City Attorney Date
P. Vice 8-20-99
 Purchasing Officer Date
[Signature] 8-20-99
 ADA Coordinator Internal Auditor Date

STAFF RECOMMENDATION:

[Signature] 19 Aug 99
 Division Head Date
[Signature] 8-23-99
 Department Director Date
[Signature] 23 AUG 99
 Admin. Services Director Date
[Signature] 8/23/99
 Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

Thru: Fred Hanna, Mayor
Charles Venable, Public Works Director *cn*

From: Willie Newman, Waste Reduction Coordinator *WCN*

Date: August 20, 1999

Re: Award of Bid # 99-67 and Budget Adjustment for Plastic Trash Bags

Staff requests the award and approval of bid # 99-67 to the lowest bidder, Presto Products Company, in the amount of \$165,935 for the purchase of plastic trash bags to be used in our volume based sanitation rate program and a budget adjustment in the amount of \$34,945. These trash bags are high quality thirty (30) gallons trash bags with draw string closing and a thickness of 1.1 mils which prevent breaks and punctures. Approval of this purchase should be made by September 22 to accommodate Presto's allowed production and delivery period of four to six weeks to insure staff can meet our implementation schedule. The volume based sanitation rate program is scheduled to begin January 3, 2000. The following will reiterate the approved volume based sanitation rate program.

Volume based sanitation rates, also known as variable rate pricing, or pay-as-you-throw, is a system that requires residents to pay for their waste services by the amount of waste collected, rather than through a fixed fee. Under the volume based system, city household waste disposal fees are based on the amount of trash placed at the curb. This system provides more equitable rates and encourages more recycling by giving residents an incentive to reduce the amount of waste generated and disposed of each week.

Currently, Fayetteville residents pay a monthly sanitation fee of \$9.25 per month. Every household pays this amount regardless of waste generation habits, and there is no limit to the number of trash bags that can be placed at the curb for collection each week. Some households set out five bags of waste weekly, while others only dispose of two - yet everyone pays the same sanitation fee. This is obviously not equitable. The new volume based sanitation rates will be monitored by the use of trash bags provided to each household by the City. Each household will be issued 104 city designated trash bags, which are purple and display the city of Fayetteville logo. The trash bags are meant to last 12 months. All households will be required to use only the city issued bags for waste

disposal. Waste placed in other bags will not be collected from the residential sector as of January 3, 2000.

If residents need more than 104 bags in 12 months, they may purchase additional bags from the City for \$1.50 per bag. The bags will be available at the city's Solid Waste Facility at 1560 South Happy Hollow Road. Providing residents with a designated yearly supply of waste disposal bags (104) allows for a more equitable system of waste management control. You may need three bags one week but only one bag the next. How residents ration their supply will be entirely up to the resident but each household will be issued enough bags for an average disposal of two bags weekly.

The benefits of volume based sanitation rates include equitable fee structure and waste reduction. With the current flat rate fees, residents who generate a small amount of waste subsidized the greater generation rates of others. Under the new system, waste removal charges are based on waste generation. This system is similar to the way residents pay for other utilities, such as water, gas, and electricity. The concept is far from new - you pay for what you use. Also, a volume based fee structure will promote waste reduction. Each household will learn to incorporate various methods to individualize their waste generation needs. Learning to generate less household waste will benefit the resident, the community, and the environment.

Again, staff requests approval of bid # 99-67 and budget adjustment. Purchase of these plastic bags are necessary to implement our volume based sanitation rate program. Staff will be present at the agenda session and council meeting to answer any questions that may arise. If you should have questions prior to these meetings, please contact me at 444-3497 at your convenience.

BID: 99-67
DATE: 8/10/99
TIME: 2:30 PM
CITY OF FAYETTEVILLE

DESCRIPTION: PLASTIC TRASH BAGS

BIDDER	ITEM #1	ITEM #2	ITEM #3	TOTAL
PRESTO PRODUCTS CO	\$4.81 unit \$153,920.00 tot	\$1.85 unit \$3,700.00 tot	\$0.93 unit \$930.00 tot	\$158,550.00
RESOURCEFUL BAG & TAG	\$5.17 unit \$165,440.00 tot	\$2.00 unit \$4,000.00 tot	\$1.00 unit \$1,000.00 tot	\$170,440.00
DYNA PAK	\$5.13 unit \$164,160.00 tot	\$1.97 unit \$3,940.00 tot	\$0.99 unit \$990.00 tot	\$169,090.00

Certified by P Vice P Vice Purch Mgr
Witness R Williams Date 8/10/99

CITY OF FAYETTEVILLE

113 West Mountain Street
Fayetteville, Arkansas 72701

Solid Waste Division
(501) 444-3498

BID #: 99-67

DATE ISSUED: July 26, 1999

DATE & TIME OF OPENING: August 10, 1999 - 2:30 P.M.

BUYER: Peggy Vice, Purchasing Manager, Room 306, (501) 575-8289

DELIVERY DATE: November 1, 1999

F.O.B.: Fayetteville, Arkansas

ITEM	DESCRIPTION	BAGS PER ROLL	ROLLS	UNIT PRICE	TOTAL PRICE
1.	Plastic Trash Bags	52	32,000	\$ 4.81	\$ 153,920.00
2.	Plastic Trash Bags	20	2,000	\$ 1.85	\$ 3,700.00
3.	Plastic Trash Bags	10	1,000	\$ 0.93	\$ 930.00
	Subtotal				\$ 158,550.00
	Tax				\$ 7,385.00
	Total Bid Price:				\$ 165,935.00

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

*NAME OF FIRM: PRESTO PRODUCTS COMPANY
*BUSINESS ADDRESS: 670 N. PERKINS ST.
*CITY: Appleton *STATE: WI *ZIP: 54914
*PHONE: 920-738-1218 *FAX: 920-738-1347
*AUTHORIZED SIGNATURE: [Signature]
*TITLE: V.P. Sales/Marketing

PLEASE NOTE: ALL ITEMS MARKED * ARE CONSIDERED MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID. FAILURE TO COMPLETE THESE ITEMS MAY RESULT IN REJECTION OF BID.

CITY OF FAYETTEVILLE, ARKANSAS
BID # 99-67
SPECIAL TERMS & CONDITIONS

This request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay any costs incurred by the bidder in the preparation of this bid.

1. All bids shall be submitted on forms provided by the City with the item bid and the bid number stated on the face of the sealed envelope. Bidders MUST provide the City with their bids signed by an employee or officer having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
2. Bidders shall include all applicable local, state, and federal tax in this bid. The responsibility of payment shall remain with the successful bidder. Tax amount MUST show as a separate item.
3. Bids received after the date and time set for receiving bids will NOT be considered. The City will NOT be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening date and time listed on the bid form.
4. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
5. Time is specifically made of the essence of this contract and failure to deliver on or before the time specified in the contract may subject the contractor to the payment of damages.
6. All bid prices shall be FOB Solid Waste Division, 1560 South Happy Hollow Road, Fayetteville, Arkansas, 72701, and shall include all labor, materials, overhead, profit, insurance, shipping, etc., to cover the furnishing of the unit(s) bid.
7. Manufacturers Warranty shall apply to each unit as specified. A copy of the applicable warranty MUST accompany the bid with any exception to the warranty clearly noted on the Bid Form.
8. Any exception to the requirements of the City of Fayetteville MUST be noted on the Bid Form. If products other than those described on the bid document are proposed, the bidder must include complete descriptive literature and technical specifications. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
9. All items marked "MANDATORY REQUIREMENTS FOR CONSIDERATION OF BID" MUST be completed and returned with the bid or the bid may be considered an non-responsive and rejected on that basis.

GENERAL SPECIFICATIONS

PLASTIC TRASH BAGS FOR VOLUMETRIC WASTE COLLECTION

General specification requirements are as follows for PLASTIC TRASH BAGS FOR VOLUMETRIC WASTE COLLECTION. These are MINIMUM SPECIFICATIONS ONLY and are not limited or restricted to the following.

ALL UPGRADE OR DOWNGRADE VARIATIONS/DEVIATIONS/SUBSTITUTIONS MUST BE CLEARLY ANNOTATED. IN THE ABSENCE OF SUCH STATEMENTS, THE BID SHALL BE ACCEPTED AS IN STRICT COMPLIANCE WITH ALL TERMS, CONDITIONS, AND SPECIFICATIONS AND THE SUPPLIER SHALL BE HELD LIABLE.

Alternates will be considered provided each Supplier clearly states on the face of his proposal exactly what he proposes to furnish and forwards necessary descriptive material which will clearly indicate the character of the article covered by his/her bid. All bids are subject to Staff analysis.

All Units Bid shall show deviations to line item specifications on the "Minimum Specification" attached with referral to each item. Utilizing a copy of these specifications with variations "highlighted" and specifics noted is suggested.

Fifteen (15) example of your plastic trash bag with examples of graphics and text shall accompany all bids.

The City of Fayetteville reserves the right to accept the best bid for the City, and is not required to accept the lowest priced bid. The City also reserves the right to reject any or all bids and will be the sole judge of what comprises the best and most advantageous unit to meet the needs of the City.

1. GENERAL: It is the intent and purpose of these specifications to secure for the purchaser the necessary products which will be capable of performing in a safe, practical and efficient manner consistent with accepted commercial standards.
2. MATERIALS AND WORKMANSHIP: All products, materials, and workmanship shall be of the highest grade in accordance with modern practices. The products supplied will be new and unused.

MINIMUM SPECIFICATIONS

PLASTIC TRASH BAGS

1. **SCOPE:**

- a. The scope of this section is to list the minimum acceptable features and performance specifications for plastic trash bags for volumetric waste collection. Bidders are to have thoroughly read and understood these specifications prior to bid submission. Bidder certification of its bid document signifies that bidder meets or exceeds all specifications. If the product being bid does not meet all specifications, the bidder must submit with bid, a separate page with a complete explanation of each variance. If not identified on such list, then that bid will be disqualified.

2. **GENERAL:**

- a. **Estimated Quantity:** Total bags - 1,700,000. Delivery to be made in full truck loads with a release schedule to be supplied by the City.
- b. **Delivery:** The shipment must occur within six (6) weeks of the official notification of the Bid Award.
- c. **Substance:** Bags are to be constructed of 75% prime, virgin linear low blend resin and 25% recycled content.
- d. **Film Thickness:** the gauge of the film used to fabricate plastic bags shall be a minimum of 1.1 mils in thickness.
- e. **Film Strength:** The film shall meet the strength to failure specification of film, folds, and seals specified in testing (h) below.
- f. **Bag Dimension:** The bag must measure 30" x 36".
- g. **Bag Weight:** The weight of 1,000 bags shall not be less than 89 pounds.
- h. **Testing:** We reserve the right to weigh and in other ways test random samples of any shipments received, and will refuse the entire shipment if the bags do not meet these minimal specifications.

Dart Impact	120
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Machine Direction Tear	175
------------------------	-----

Transverse Direction Tear	475
---------------------------	-----

Load Capacity	
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Lifted by drawtape	30 lbs.
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Lifted by body of bag	65 lbs.
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- I. **Bag Color:** The plastic refuse bags shall be purple color and non-transparent.

- j. **Bag Printing:** Each bag must have one complete impression of artwork (100 square inches) printed one color. Artwork samples included with bid specifications.
- k. **Packaging:**As specified on front page. 32,000 rolls @ 52 bags per roll, 2,000 rolls @ 20 bags per roll, and 1,000 rolls @ 10 bags per roll.
- l. **Construction:**Bags shall have a flat bottom seal. No side seams. Closure is to be of drawtape.
- m. **Samples:**Fifteen (15) samples with the above specifications must be provided with Bid.
- n. **References:** Five (5) references by the bidder must be submitted of municipalities where successful bag programs are in progress using bags similar to those you are bidding.

**BIDDERS LIST
PLASTIC TRASH BAGS**

Unisource
Attn: Larry Minot
400 Shall
Little Rock, AR 72203

Presto Products Company
Attn: Al Dobbratz
P.O. Box 2399
Appletown, WI 54913-2399

Dyna-Pak Corporation
Attn: Dale Mikich
P.O. Box 967
Lawrenceburg, TN 38464

World Class Film Corporation
Attn: Trevor B. Power
130 Fernbrook Street
Yonkers, NY 10705

Phoenix Recycling, Incorporated
Attn: Jad Anthony
P.O. Box 1397
Pawleys Island, SC 29585

Mobil Chemical Company
Plastic Division
1169 Pittsford-Victor Road
Pittsford, NY 14534-3877

First Brands
Attn: Josey Randazzo, Sales Manager
6402 NW Fifth Way
Fort Lauderdale, FL 33309

Bar Marketing
Attn: Duane Davis
P.O. Box 1109
Fayetteville, AR 72702

Resourceful Bag and Tag
Attn: Jim Alderden
6420 W. 127th St., Ste. 212
Palos Heights, IL 60463-2248

EnviroBag
Attn: Gordon Dancy
35 Capers Way
Pawleys Island, SC 29585

Jedstock, Inc.
Attn:
1149 W. Front St.
Plainfield, NJ 07063

Sandbagger Corp.
Attn:
P. O. Box 626
Wauconda, IL 60084

Union Camp Corp.
Attn:
2200-D Ave. "E" Freeman Field
Seymour, IN 47274

United Receptacle, Inc.
Attn:
P. O. Box 870
Pottsville, PA 17901

PRESTO PRODUCTS COMPANY

670 N. PERKINS STREET • P.O. BOX 2399 • APPLETON, WI 54913-2399

July 30, 1999

City of Fayetteville
113 West Mountain Street
Fayetteville AR 72701

I have enclosed the following information for your Bid # 99-67:

- 1) Sample bags that we currently provide to the City of West Allis, Wisconsin. They are provided as examples of the quality of our bag products and to show our printing capabilities.
- 2) A printout of our lab data stating Dart, MD Tear, TD Tear and Chip Drop on this bag. The Chip Drop indicates the minimum pounds the bag will hold.
- 3) Color swatches of purple dyes available to us, marked with a dye number. If awarding us this business, please indicate which purple you prefer.
- 4) Municipalities where we supply similar bag programs:

Fresno, CA	Wauwatosa, WI
Outagamie County, WI	Rapid City, SD
Pleasanton, CA	Menasha, WI
West Allis, WI	North Augusta, SC

Thank you for the opportunity to bid this business.

Sincerely,



Al Dobbratz
Regional Sales Manager

Presto Product Company Lab Data

Manufacturer Presto Products Company		Label Presto NBE		Category Disposer	
Description 30 Gal Draw TCL		Stated Gauge 1.1		Avg Gauge	
Disposer Bag		Date		Spec	
MD Tear 350	TD Tear 800	Chip Drop 70	Dart Drop 213		
Food Bag					
Side Seal Strength(Lbs)		ARO(Inch H2O)		Slow Puncture(Lbs)	
Profile Non/Pack(Lbs)		Profile Package(Lbs)			
Plastic Wrap				Tensile MD(lbs)	
Tensile TD(Lbs)		Incline Cling(Gms)		MD Tear(Gms)	
TD Tear(Gms)		Slow Puncture(Lbs)		Overlap Cling(Lbs)	
Notes(All Products)		Specifications			

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

**BID 99-0 /
A.2 Page 15**

Budget Year 1999	Department: Public Works Division: Solid Waste Program: Residential Collection	Date Requested 08/19/99	Adjustment #
----------------------------	---	-----------------------------------	---------------------

Project or Item Requested:
Additional funding is requested to purchase trash bags for use in the City's residential collection program.

Project or Item Deleted:
None. Saving from Worker's Compensation premium is proposed for the adjustment.

Justification of this Increase:
The low bid was in excess of the funds budgeted.

Justification of this Decrease:
The annual premium has been paid for the year.

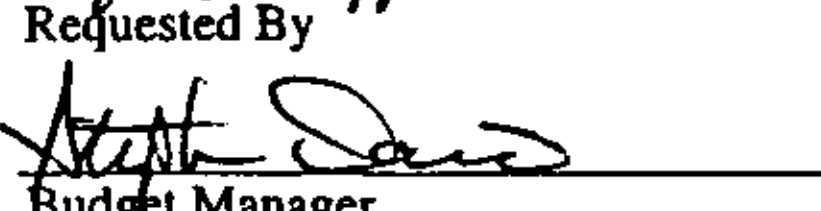
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Recycling Supplies	34,935	5500 5020 5225 00	

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Workers Compensation Premium	34,935	5500 5000 5111 00	

Approval Signatures

	<u>19 Aug 99</u>
Requested By	Date
	<u>8/19/99</u>
Budget Manager	Date
Department Director	Date
	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 _____

CITY OF FAYETTEVILLE

Purchase Requisition

(not a purchase order)

Requisition No.: 08/19/99										Expected Delivery Date: October 29, 1999	
P.O. Number:											
Vendor Name: Presto Products Company										Mail: Yes XX No	
Address: 670 N. Perkins St.										Taxable: Yes XX No	
City: Appleton										Division Head Approval: <i>[Signature]</i>	
Requester: Willie Newman										Extension: 497	
State: WI										Ship To Code: 170	
Zip: 54914										*Requester's Employee#: 318	
Account Number:										Project/SubProject Number:	
Extended Cost										Inventory #	
Unit Cost										Fixed Asset #	
Unit of Issue											
Quantity											
Description:											
Item											
1	Plastic Trash Bags, DS, 1.1 mil, purple, 52/roll										
2	Plastic Trash Bags, DS, 1.1 mil, purple, 20/roll										
3	Plastic Trash Bags, DS, 1.1 mil, purple, 10/roll										
4											
5											
6											
7											
8											
9											
10											
11											
SHIPPING/HANDLING											
Special Instructions:										Subtotal: \$158,550.00	
										Tax: included	
										TOTAL: \$158,550.00	
Approvals:										Purchasing Manager:	
Mayor:										Department Director:	
Admin. Services Director:										Budget Coordinator:	

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of Sept. 21, 1999

FROM:

Ed Connell Engineering Public Works
 Name Division Department

ACTION REQUIRED: Passage of an Ordinance vacating three 1988 Water/Sewer Easements across Lots 1, 5 & 6, all in Block 4 of Drakes Replat of Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville. The vacated easements will be replaced with new easements associated with the actual line location.

COST TO CITY:

\$ None \$ None None
 Cost of this Request Category/Project Budget Category/Project Name

NA \$ NA NA
 Account Number Funds Used To Date Program Name

NA \$ NA
 Project Number Remaining Balance Fund

BUDGET REVIEW: No Budgeted Item Budget Adjustment Attached

Administrative Services Director
 Budget Coordinator

CONTRACT/GRANT/LEASE REVIEW: GRANTING AGENCY:

Accounting Manager Date Internal Auditor Date

City Attorney Date ADA Coordinator Date

Purchasing Officer Date

STAFF RECOMMENDATION: These easements are not being utilized by City Water/Sewer since the sewer line, that was installed, was West of the easement areas. These vacations are conditional upon execution of new easments across Lots 5 & 2 by the property owner, Lynn Wade et al.

Jim Beavers 8-27-99
 Division Head Date

Department Director Date

Administrative Services Director Date

Mayor Date

Cross Reference

New Item: Yes No

Prev Ord/Res #:

Orig Contract Date:

STAFF REVIEW FORM

Description Vacation of 1998 W/S easements across Lots 1.5 & 6 Blk 4, Drakes replat Blk 4 Gates S/D, Oak Grove Addition

Meeting Date September 27, 1999

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: August 25, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Jim Beavers, City Engineer
Tim Conklin, City Planner

FROM: Ed Connell, Land Agent *EDC*

RE: Water/Sewer Easement Vacation
Lots #1, 5 & 6, Block 4 Drake Replat of Blk #4, Gates S/D of Oak Grove Add.
Properties owned by Elizabeth Penick Collins Naidoff and Thomas W. Collins
(Lot #1): Lynn F. Wade and Mary Sue Colwell (Lots 5 & 6)

In 1988, the City of Fayetteville installed a new 6" sanitary sewer from Davidson Street to Louise Street, West of Highland Avenue. At that point in time, easements were obtained on the common property line between Lots 5 & 6, five (5) feet on each side. An easement was also obtained from owner of Lot #1, Block #4 of the same S/D to extend the sewer line to the main along Louise St. Easements descriptions were written without the benefit of property surveys, the result being that the sewer line was installed (by the City) about 15 feet West of the boundary between Lots 5 & 6 and 10 feet West of the easement area. Part of the problem was that the house on Lot #6 was built to the West property line as shown in a recent survey which was conducted for the current owner. The current easement for Lot No. 6 is described as going through the West 5 feet of the house.

Mr. Wade has requested a lot line adjustment between Lots 6 and 5, moving 8 feet of lot #5 to lot #6. Accordingly, the 5 foot W/S easement is to be vacated from both Lots 5 & 6. A larger easement (15-25 feet wide) was obtained from the owners of Lot #1. The actual line was installed across Lots 5 & 2 and not across Lots 6 and 1 as intended. Mr. Wade, owner of Lots 6, 5 & 2, has agreed to enter into another W/S easement across Lot #5, as well as Lot #2, which is to the North of Lot #5. This new easement will be 5 feet on both sides of the existing pipe centerline. This will put the pipe about 7-8 feet from the house on Lot #5, the easement being within 2 feet of the house. This vacation request includes Lot #1, Blk #4 W/S easement since no sewer line has ever been run through that property. The owners of Lot #1, Thomas Collins, et al, live in San Francisco, CA.

You will find herewith copies of the original W/S easements across Lots 6, 5 & 1, none of which saw any part of the installation. You will also find copies of the new easements across Lots 5 & 6 both owned by Lynn Wade and his sister who have agreed to enter into a 10 ft. wide easement across these properties. This vacation requests are made at the request of the City for the owners (Wade & Collins/Naidoff) since the line was never placed in the original easements area. #

Legal Descriptions for Easement Vacations

LOT #6: W/S Easement, Book 1283, Page 345

Property Description:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of the above described property.

LOT #5: W/S Easement Book 1283, Page 346

Property Description:

Lot 5, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of the above described property.

Lot #1: W/S Easement, Book 1283, Page 344

Property Description:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right Of way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right of way of Louise Street to the Northwest corner of said Lot 1; thence South eighty seven (87) feet on the West property line of said Lot 1 to the point of beginning.

Property Ownership:

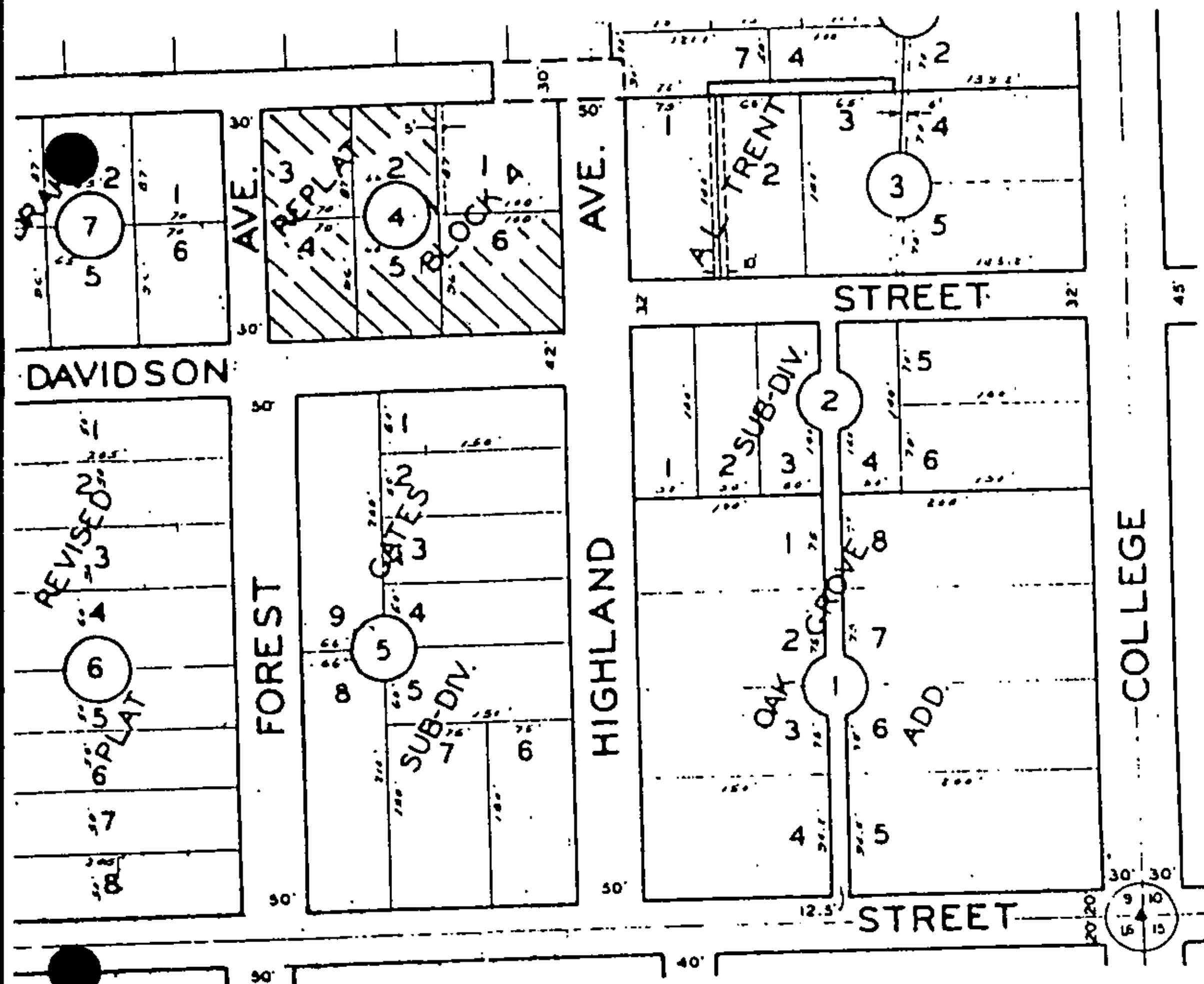
Lots 2 thru 6: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Lynn F. and Elaine B. Wade	and	Mary Sue Colwell
100 N. Sang Ave.		700 Overcrest
Fayetteville, AR 72701		Fayetteville, AR 72703
(501)521-0848		521-6707

Lynn F. Wade, Attorney
20 East center St.
Fayetteville, AR 521-1411

Lot #1: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Thomas W. Collins; Elizabeth Penick Collins Naidoff
1526 Franklin St., # 206
San Francisco, CA 94109



ER: LYNN WADE

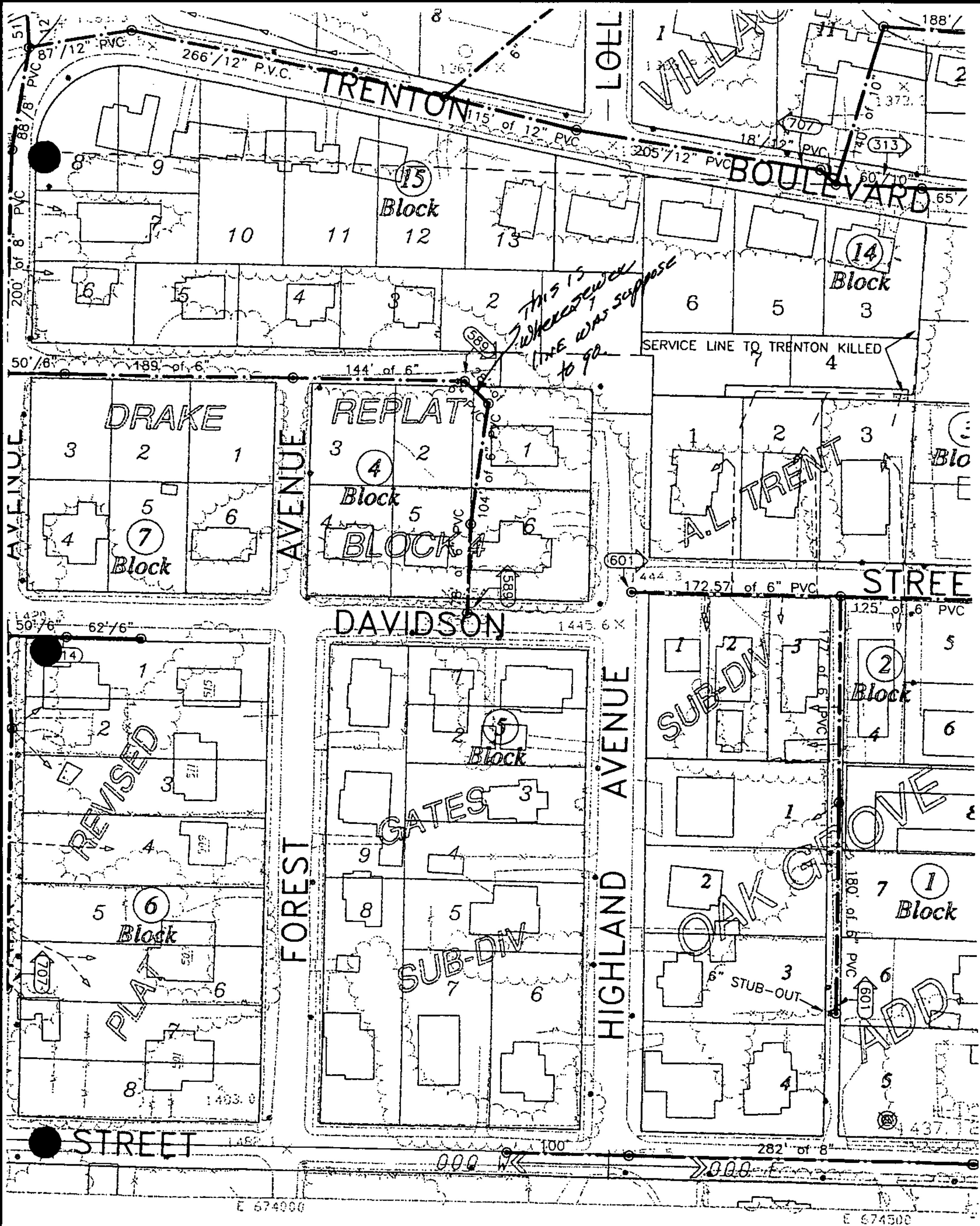
ESS: 601 N. HIGHLAND AVENUE
114 DAVIDSON STREET
116 DAVIDSON STREET

LEGEND

- FOUND IRON PIN
- ⊙ FOUND PIPE
- CONCRETE MONUMENT
- ⊕ FOUND R.R. SPIKE
- SET IRON PIN
- ⊕ COTTON SPINDLE
- + COMPUTED CORNER
- △ R/W MON.
- x CHISLED "X"

Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND
SURVEYORS

NAME	WASHINGTON COUNTY ABSTRACT /PG. 445	
CITY	FAYETTEVILLE	COUNTY WASHINGTON
STATE	ARKANSAS	DATE AUGUST 16, 1999
SCALE	1" = 20'	JOB NO. 99323



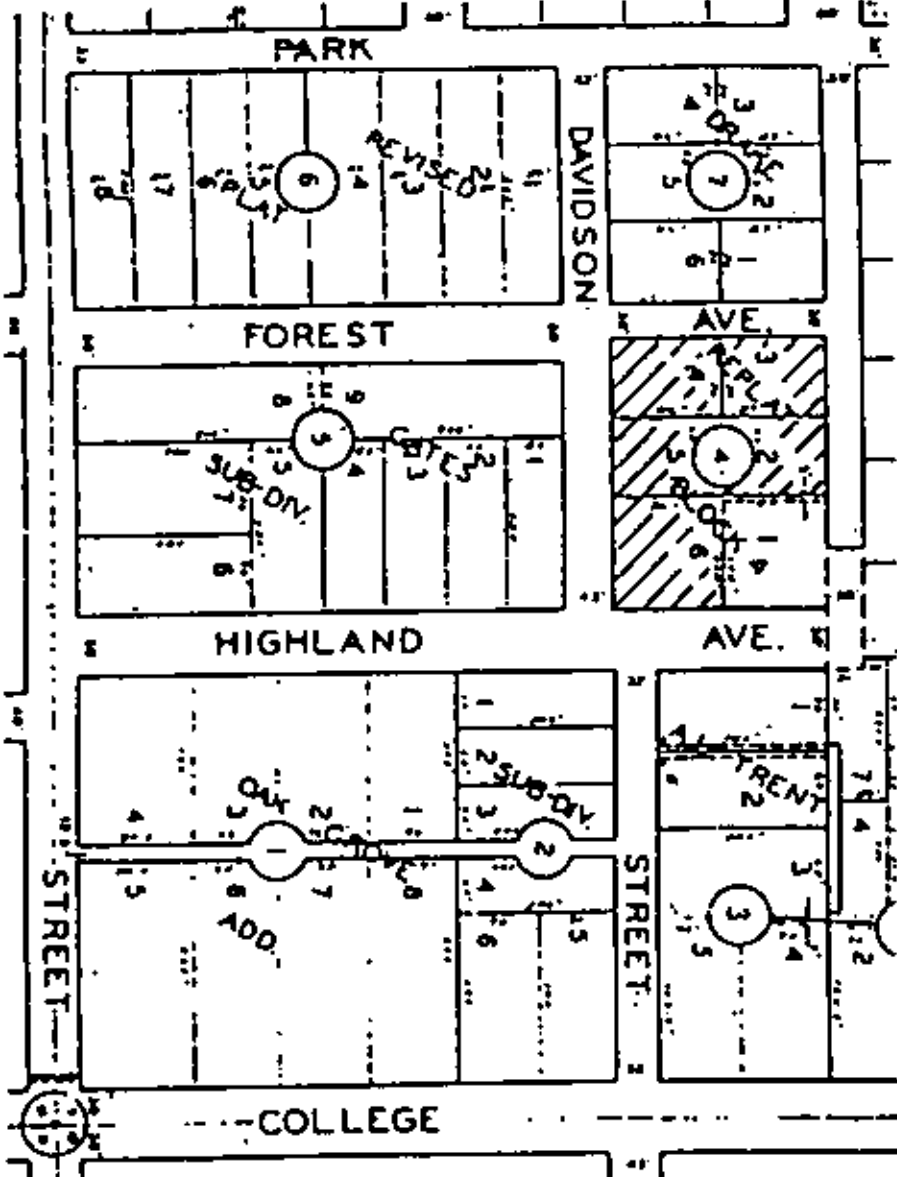
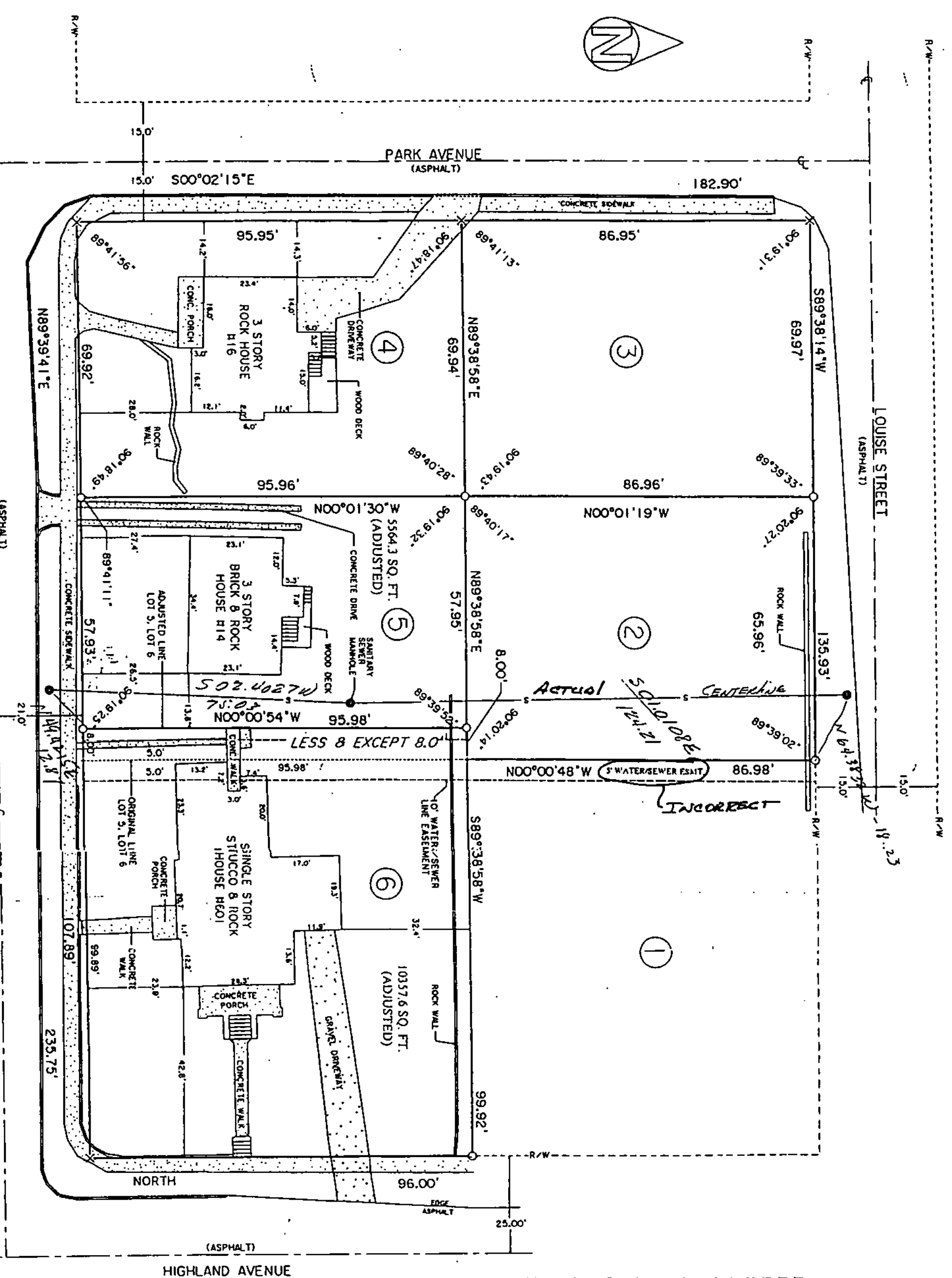
LOT LINE ADJUSTMENT

RECORD DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ADJUSTED DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ALSO,
LOT NUMBERED FIVE (5), LESS AND EXCEPT EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE THEREOF, IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ALSO,
LOT NUMBERED SIX (6), AND EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE OF LOT NUMBERED FIVE (5), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

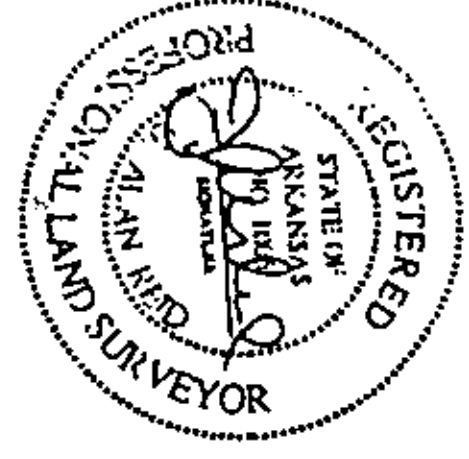
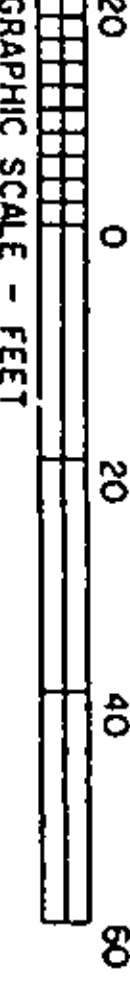


LEGEND

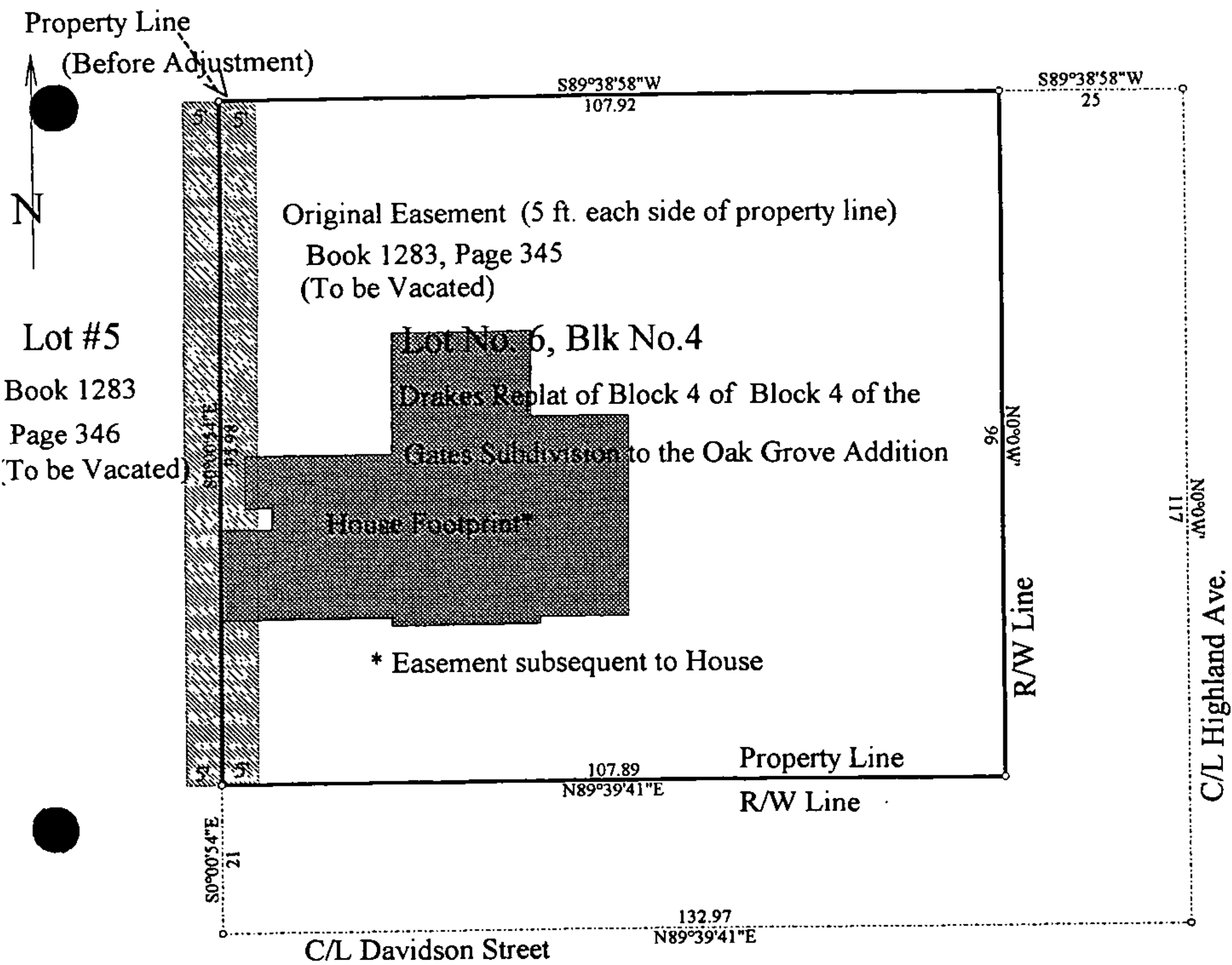
- FOUND IRON PIN
- FOUND PIPE
- CONCRETE INCURMENT
- FOUND R.R. SPIKE
- SET IRON PIN
- COTTON SPINDLE
- COMPUTED CORNER
- R/W MON.
- CHISELED "X"

OWNER: LYNN WADE

ADDRESS: 601 N. HIGHLAND AVENUE
114 DAVIDSON STREET
116 DAVIDSON STREET



APR 116 S. COLLEGE AVE. FAYETTEVILLE, AR 72701 501 444 8784 FAX 444 0844			
NAME	WASHINGTON COUNTY ABSTRACT #PG. 445	CITY	FAYETTEVILLE
STATE	ARKANSAS	COUNTY	WASHINGTON
DATE	AUGUST 16, 1999	SCALE	1" = 20'



Title: Lot #6, Blk #4, Drakes Replat Blk 4, Gates S/D, Davidson St.

Date: 08-18-1999

Scale: 1 inch = 24 feet

File: LWADE-06.DES

Tract 1: 0.238 Acres: 10358 Sq Feet: 962.3 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 2: 0.119 Acres: 5192 Sq Feet: 482.4 Sq Meters: No significant closure error. : Perimeter = 500 feet
Tract 3: 0.022 Acres: 960 Sq Feet: 89.2 Sq Meters: No significant closure error. : Perimeter = 212 feet
Tract 4: 0.039 Acres: 1679 Sq Feet: 155.9 Sq Meters: No significant closure error. : Perimeter = 202 feet

001=N89.3941E 107.89	014=n89.3941e 5.00	027=S89.3858W 13.6
002=N0.0W 96	015=n00.0054w 95.98	028=N0.0W 11.9
003=S89.3858W 107.92	016=s89.3858w 10.00	029=S89.3858W 19.3
004=S0.0054E 95.98	017=s00.0054e 95.98	030=S0.0E 17
005=@3	018=n89.3941e 5.00	031=S89.3858W 20
006=/N89.3858E 25	019=@1	032=S0.0054E 7.4
007=S89.3858W 25	020=/N0.0054W 23.2	033=N89.3858E 3.6
008=**S0.0E 96	021=N89.3941E 23.3	034=S00.0054E 3.0
009=**S89.3941W 107.98	022=S0.0054E 1.1	035=S89.3941W 6.90
010=S0.0054E 21	023=N89.3941E 20.7	036=s00.0045w 12.79
011=N89.3941E 132.97	024=N0.0054W 1.1	
012=N0.0W 117	025=N89.3941E 12.2	
013=@1	026=N0.0W 28.3	

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

} KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar-----

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

Lynn F. Wade, Trustee of the N.F. Drake Trust

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

PROPERTY DESCRIPTION:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire West side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August

X Lynn F. Wade, Trustee
Lynn F. Wade, Trustee of the
N.F. Drake Trust

X Vera Drake Wade
Vera Drake Wade
X Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

LIBER 1283 PAGE 345

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Vera Drake Wade, Doris Drake Wigglesworth, Lynn F. Wade, Trustee of the N.F. Drake Trust, to me well known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the purpose therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 1988.

Freda M. Walker

CC: EUGI, PLANG, SID, LYNN WADE

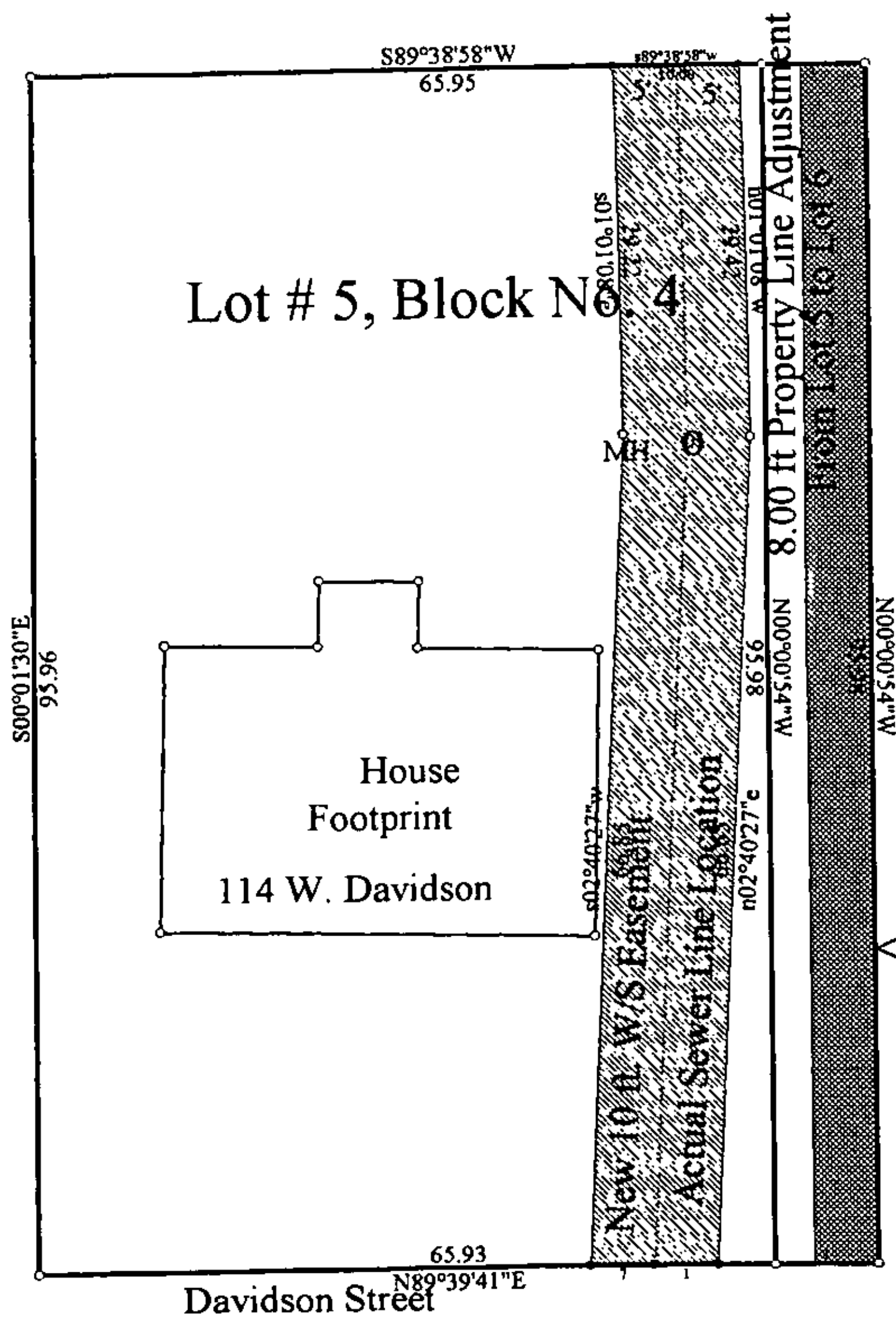
FILED FOR RECORD
AUG 22 AM 9
WASHINGTON CO AR
A. KOLLMAYER

PB 445

10 July 1988

LOT 6 BLOCK 4

RAKE REPLAT - GATES' SUBD / OAK GROVE ADDN.



**5 ft. W/S Easement
to be Abandoned**

Book 1283, Page 346

Data and Deed Call Listing of File: WADE-5A.DES

Tract 1: 0.145 Acres: 6328 Sq Feet: 587.9 Sq Meters: No significant closure error. : Perimeter = 324 feet
Tract 2: 0.018 Acres: 768 Sq Feet: 71.3 Sq Meters: No significant closure error. : Perimeter = 208 feet
Tract 3: 0.011 Acres: 480 Sq Feet: 44.6 Sq Meters: No significant closure error. : Perimeter = 202 feet
Tract 4: 0.019 Acres: 837 Sq Feet: 77.7 Sq Meters: No significant closure error. : Perimeter = 126 feet
Tract 5: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.3250w 96.03 feet: Precision =1/ 1: Perimeter = 96 feet
Tract 6: 0.022 Acres: 961 Sq Feet: 89.3 Sq Meters: No significant closure error. : Perimeter = 212 feet

001=N00.0054W 95.98
002=S89.3858W 65.95
003=S00.0130E 95.96
004=N89.3941E 65.93
005=@1PLA
006=S89.3941W 8.00
007=N00.0054W 95.98
008=N89.3858E 8.00
009=**S00.0054E 95.98
010=@1Original Easement
011=S89.3941W 5.00
012=N00.0054W 95.98
013=N89.3858E 5.00
014=s00.0054e 95.98
015=@1 Lot 5 House
016=/S89.3858W 21.801
017=/N00.0054W 26.5
018=N88.5024W 34.4
019=N01.0936E 23.1
020=S88.5024E 12.0
021=N01.0936E 5.3
022=S88.5024E 7.9
023=S01.0936W 5.3
024=S88.5024E 14.5
025=S01.0936W 23.1
026=@1 New Easement Lot 5
027=/S89.3941W 8.00
028=/S89.3941W 9.43
029=N02.4027E 66.75
030=N01.0108W 29.32
031=@1 New Esmt Area Lot 5
032=/S89.3941W 8.00
033=/S89.3941W 9.43
034=n89.3941e 5.01
035=n02.4027e 66.65
036=n01.0108w 29.42
037=s89.3858w 10.00
038=s01.0108e 29.22
039=s02.4027w 66.85
040=n89.3941e 5.01

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar -----

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

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

PROPERTY DESCRIPTION:

Lot 5 Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire East side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August, 1988.

Lynn F. Wade, Trustee
Lynn F. Wade, Trustee of the N.F. Drake Trust

Vera Drake Wade
Vera Drake Wade
Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

LIBER 1283 PAGE 346

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Lynn F. Wade, Trustee of the N.F. Drake Trust, known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 1988.

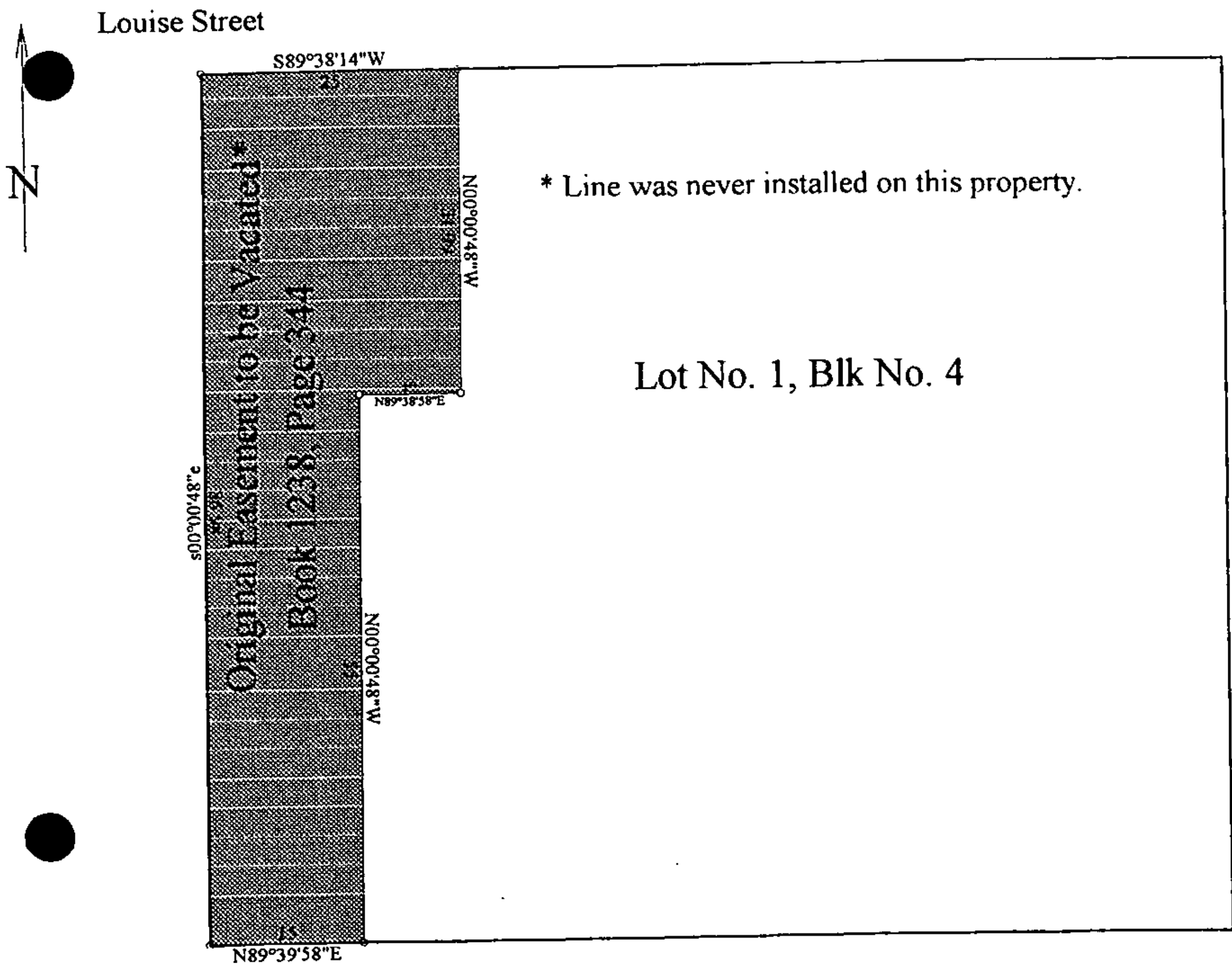
Frederick M. Ueber
Notary Public

DRAKE REPLAT - GATES' SUBD. / OAK GROVE ADDN. LOT 5 BLOCK 4

FOR NUNN, ONE, LYNN WADE

FILED FOR RECORD
AUG 22 AM 9 45
WASHINGTON CO AR
A. KOLLMAYER

(PP 445)



Title: Lot No. 1, Blk No. 4, Highland Ave., Elizabeth Naidoff		Date: 08-24-1999
Scale: 1 inch = 18 feet	File: WADE-1SV.DES	
Tract 1: 0.200 Acres: 8693 Sq Feet: 807.6 Sq Meters: No significant closure error. : Perimeter = 374 feet		
Tract 2: 0.037 Acres: 1625 Sq Feet: 150.9 Sq Meters: No significant closure error. : Perimeter = 224 feet		
001=N00.0048W 86.98	005=@1	009=N00.0048W 31.99
002=N89.3814E 99.95	006=N89.3958E 15	010=S89.3814W 25
003=S00.0023W 87.00	007=N00.0048W 55	011=s00.0048e 86.98
004=S89.3858W 99.92	008=N89.3858E 10	

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ... One Dollar-----

and other valuable considerations to the undersigned, Elizabeth Penick Collins Naidoff,

surviving joint tenant

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines,

manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

PROPERTY DESCRIPTION:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right-of-way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right-of-way of Louise Street to the Northwest corner of said Lot 1; thence South eighty-seven (87) feet on the West property line of said Lot 1 to the point of beginning.

A Temporary Construction Easement described as beginning at the Southwest corner of said Lot 1, thence East twenty-five (25) feet; thence North forty-seven (47) feet; thence East fifteen (15) feet; thence North forty (40) feet; thence West forty (40) feet; thence South eighty-seven (87) feet to the point of beginning less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 15 day of August, 1991



NICOLE N. NICHOLSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires June 21, 1991

X Elizabeth Penick Collins Naidoff
Elizabeth Penick Collins Naidoff

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

LIBER 1283 PAGE 344

BE IT REMEMBERED, that: on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Elizabeth Penick Collins Naidoff, to me well

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

WITNESS my hand and seal on this 15 day of August, 1991

1-71-91

Nicole N. Nicholson

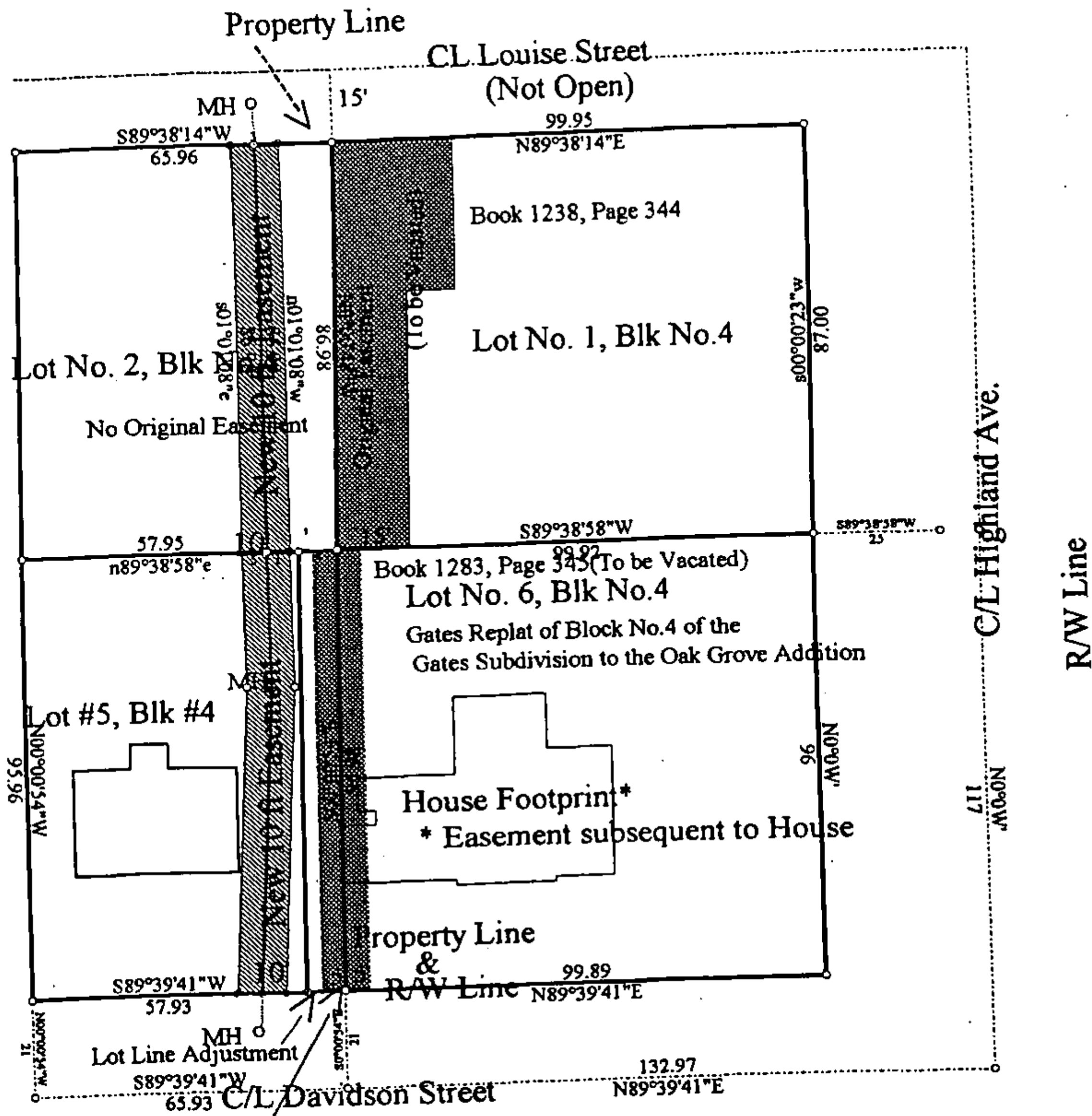
PL 443

cc: PLANS, ENGR, BID.

FILED FOR RECORD
33 AUG 27 AM
WASHINGTON
A. KOLMEYER

LOT 1, BLOCK 4
SUBD/OAK GROVE ADDN.
GATES' - DRAKE REPLAT

Original Easement



Book 1283, Page 346 (To be Vacated)

Basis: Alan Reid Survey, Dated August 16, 1999

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 5 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 5 of Block 4, said point being North 89° 39' 41" East 48.50 feet from the Southwest corner of said Lot 5; thence North 02° 40' 27" East 66.75 feet to a sanitary sewer manhole; thence North 01° 01' 08" West 29.32 feet to the North line of said Lot 5 and the end of this easement, said point being North 89° 38' 58" East 51.14 feet from the Northwest corner of said Lot 5, containing 961 square feet (0.022 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 2 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 2 of Block 4, said point being North 89° 38' 58" East 51.14 feet from an iron pin at the Southwest corner of said Lot 2; thence North 01° 01' 08" West 86.98 feet to the North line of said Lot 2 and the end of this easement, said point being North 89° 38' 14" East 49.63 feet from an iron pin at the Northwest corner of said Lot 2, containing 870 square feet (0.020 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 26, 1999

Mr. Lynn F. Wade, Attorney
20 East Center Street
Fayetteville, AR 72701

RE: Water/Sewer Easement Vacation
Lots 1, 5 & 6, Block 4 of Drakes Replat
of Block 4 Gates Subdivision of Oak Grove Addition
Replacement Easements

Dear Mr. Wade:

The City staff has decided not to submit the request for vacation of the 1988 Water/Sewer easements across the subject lots to the Fayetteville Planning Commission and to submit the request directly to the Fayetteville City Council for the meeting of September 21, 1999. It is noted that Lot #1, belonging to Elizabeth Penick Collins Naidoff, is also included in this vacation request.

Since these easements are for City Water/Sewer usage alone and the vacation will affect no other parties except for yourselves and Ms. Naidoff, it was decided to go directly to the Council for vacation. The one contingency to this approach is that we have executed permanent easements in hand prior to the vote on this vacation ordinance.

Please find herewith execution originals of a Water/Sewer Easement, each for Lot No. 5 and Lot No. 2, being 5 feet on both sides of the centerline of the sewer line as constructed and surveyed by Alan Reid and Associates. Please have your wife and your sister, as well as yourself, sign these easements, have the documents notarized, and returned to this office so that we can show evidence in the final information package to the City Council. The new easements will not be filed with the Washington County Circuit Clerk until after approval of the vacation is passed by the Council.

If you have any questions, please do not hesitate to give me a call at 444-3415.

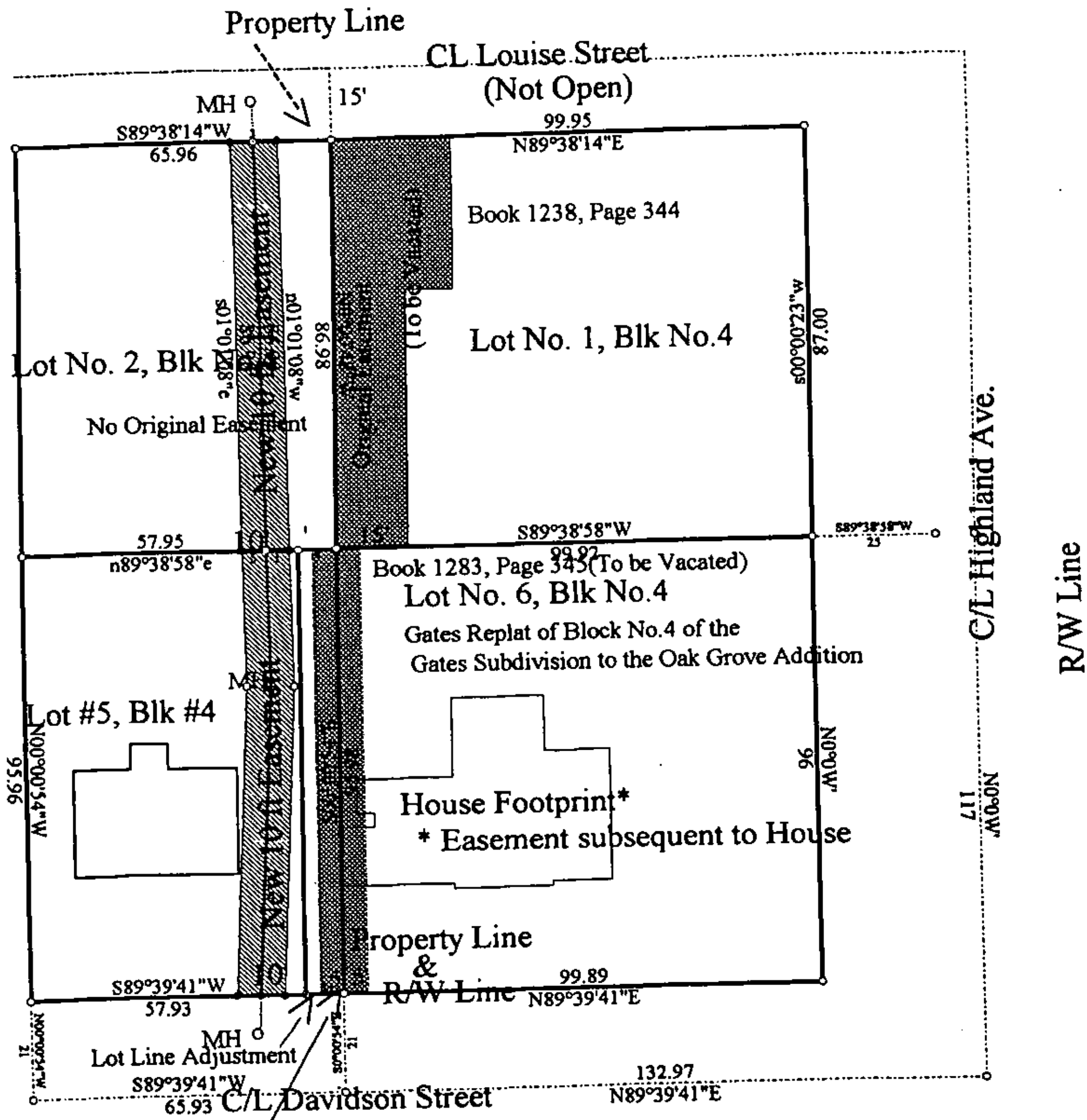
Sincerely yours,


Edward D. Connell
City Land Agent

Enclosures

\edc

Original Easement



Book 1283, Page 346 (To be Vacated)

Basis: Alan Reid Survey, Dated August 16, 1999

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 5 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 5 of Block 4, said point being North 89° 39' 41" East 48.50 feet from the Southwest corner of said Lot 5; thence North 02° 40' 27" East 66.75 feet to a sanitary sewer manhole; thence North 01° 01' 08" West 29.32 feet to the North line of said Lot 5 and the end of this easement, said point being North 89° 38' 58" East 51.14 feet from the Northwest corner of said Lot 5, containing 961 square feet (0.022 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss.
COUNTY OF WASHINGTON)

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 **Lynn F. Wade and Elaine B. Wade**, husband and wife, and **Mary Sue Colwell**, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 2 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 2 of Block 4, said point being North 89° 38' 58" East 51.14 feet from an iron pin at the Southwest corner of said Lot 2; thence North 01° 01' 08" West 86.98 feet to the North line of said Lot 2 and the end of this easement, said point being North 89° 38' 14" East 49.63 feet from an iron pin at the Northwest corner of said Lot 2, containing 870 square feet (0.020 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

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 **Lynn F. Wade and Elaine B. Wade**, husband and wife, and **Mary Sue Colwell**, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of September 7, 1999

FROM:

W.A.Oestreich Fleet Operations Administrative Services
 Name Division Department

ACTION REQUIRED:

Approval of Ordinance providing for a Bid Waiver to purchase 1 "Test Release" Diesel powered 4 Wheel Drive 80/82 HP Tractor with Full New Unit Factory Supported Warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.

COST TO CITY:

<u>\$ 39,000.00</u>	<u>\$ 226,630.00</u>	<u>Repl/Exp Tractor/Mower</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>9700-1920-5802.00</u>	<u>\$ 187,323.00</u>	<u>Vehicles & Equipment</u>
Account Number	Funds Used To Date	Program Name
<u>98068-001</u>	<u>\$ 39,307.00</u>	<u>Shop</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
 Budget Coordinator

 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]
 Accounting Manager

8-27-99
 Date

 ADA Coordinator

 Date

[Signature]
 City Attorney

8-27-99
 Date

[Signature]
 Internal Auditor

8-27-99
 Date

[Signature]
 Purchasing Officer

8-27-99
 Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance

[Signature]
 Division Head

8/27/99
 Date

Cross Reference

 Department Director

 Date

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

[Signature]
 Administrative Services Director

27 AUG 99
 Date

Prev Ord/Res #: _____

[Signature]
 Mayor

8/30/99
 Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Bid Waiver

Meeting Date: September 7, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING FOR THE PURCHASE OF A TEST RELEASE DIESEL POWERED 4 WHEEL DRIVE 80/82 HP TRACTOR WITH FULL NEW UNIT FACTORY SUPPORTED WARRANTY TO BE UTILIZED BY THE PARKS MAINTENANCE DIVISION.

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

Section 1. The City Council hereby waives the requirements of formal competitive bidding for the purchase of a Test Release Diesel Powered 4 Wheel Drive 80/82 HP Tractor which will be utilized by the Parks Maintenance Division. As said formal bidding requirements would prevent purchase of such units as dealers do not find it practical to hold units of this type for the time necessary to comply with those requirements. Therefore, with the time frame required, it would not be feasible or practical to take and award a formal competitive bid.

Section 2. The total number of units involved in this purchase will not exceed 1 unit.

Section 3. The City Council hereby authorizes representatives of the Fleet Operations Division and the Parks Maintenance Division to evaluate, compare and finalize a recommendation to the Equipment Committee upon unanimous approval to purchase an appropriate unit "on the spot" at a total cost not to exceed \$39,000.00.

Section 4. The City Council hereby authorizes the Equipment Committee to review the recommendation for final approval prior to submission to the Mayor.

Section 5. The City Council hereby authorizes the Mayor to review the recommendations of the Equipment Committee prior to approving purchase.

PASSED AND APPROVED this ____ day of _____, 1999

APPROVED

By: _____
Mayor

ATTEST

By: _____
City Clerk

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

FROM: William Oestreich, Fleet Operations Superintendent

DATE: August 26, 1999

SUBJECT: Bid Waiver for a Test Release Diesel 4 WD Tractor

Attached is a proposed Ordinance providing for a Bid Waiver to purchase a Diesel Powered 4 Wheel Drive 80/82 HP Tractor that has been utilized for test purposes by the manufacturer. This is a common practice by manufacturers to release units of this type to select dealers. Testing of these particular units was for air conditioner efficiency. The test time is on the area of 200 hours of running time. A full factory backed new unit warranty will be provided.

A new unit of this type has a customer cost of \$53,564.00 plus transportation costs from Houston, TX to the dealer. (Dealer invoice is \$43,307.00 plus transportation charges and set up charges). It is the intent to limit the cost to a maximum of \$39,000.00 fully set up and delivered to our facility here in Fayetteville.

An opportunity for an end user such as the City of Fayetteville to obtain a unit of this type at a savings such as this occurs very seldom. It would be to our advantage to utilize this opportunity at this time by switching the acquisition of a smaller unit during 1999 and a unit such as the one described in 2000. The impact on the operating budget will be negligible.

Upon approval of a Bid Waiver, a purchase recommendation for a suitable unit will be submitted to the Equipment Committee and Mayor Hanna.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

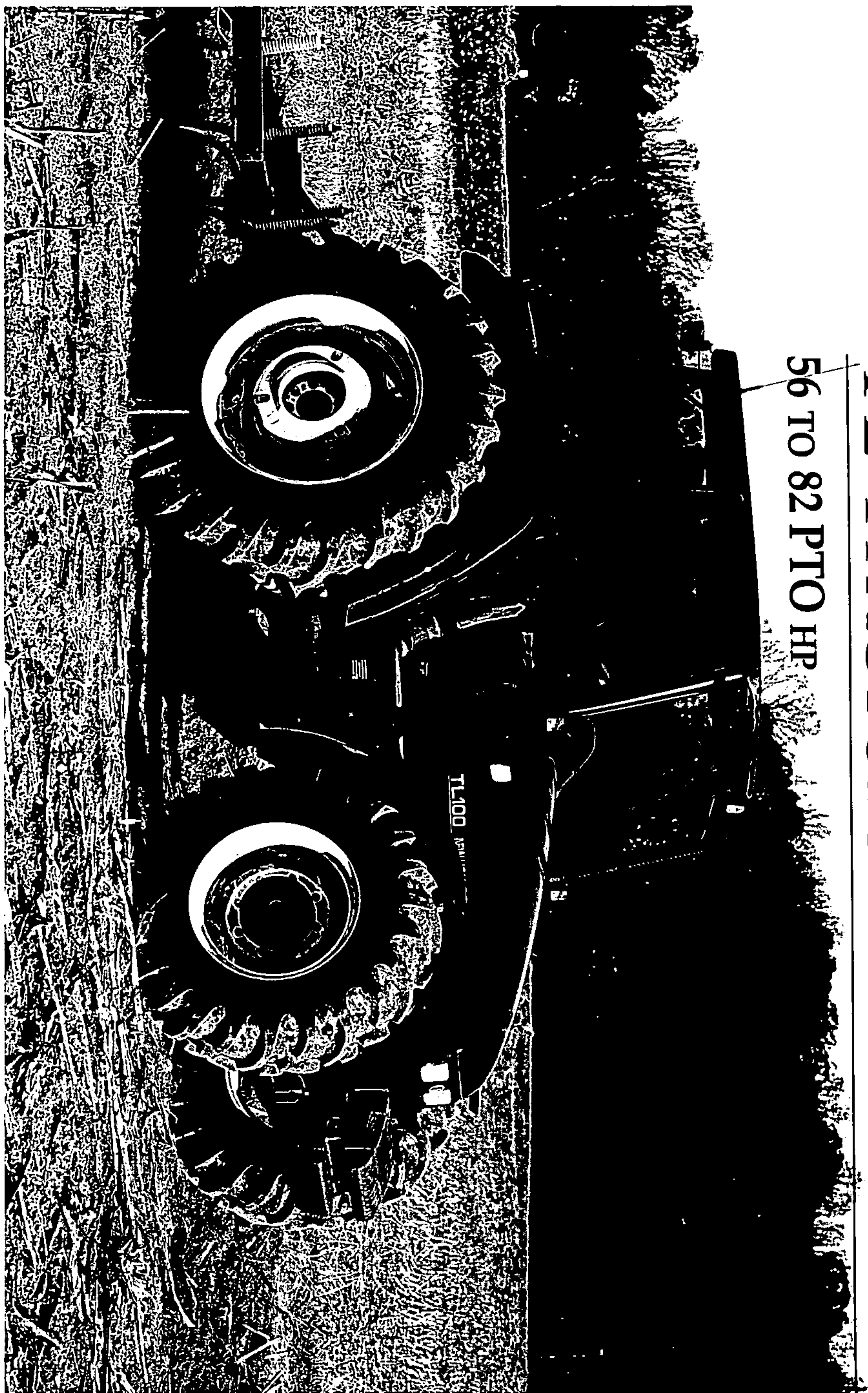
To: Bill Oestreich, Fleet Operations Superintendent
From: ^{TJX} Terry Gulley, Turf & Facility Coordinator
Date: August 26, 1999
Subject: Purchase of larger tractor for Parks Division

The Parks and Recreation Division is requesting for Fleet Operations to provide us with a 82hp tractor, which will provide the Division with the ability to obtain maximum use off our current equipment. The Parks and Recreation Division is currently operating this equipment with tractors that provide marginal horsepower, thus not allowing the full potential off the equipment to be obtained. The following usage will be improved with this tractor, aereating of turf areas, brush hogging, and leveling of Park land. I appreciate any help that you may provide towards obtaining this tractor for the Parks and Recreation Division.

NEW FOR '99

TL TRACTORS

56 TO 82 PTO HP



NEW FOR '99

TL TRACTORS

- Proven, four cylinder New Holland engines have outstanding lugging ability with 1000 useful rpm between maximum power and maximum torque.
- **Adaptable**
Choice of four transmissions:
12x4 reliable mechanical shift synchronized transmission*
12x12 Synchro Command™ with shuttle
24x12 Dual Command™ with shuttle
20x12 Synchro creeper
- Cabs feature two-door access, plenty of room, factory air, flat floor, suspended pedals, conveniently located controls, comfortable suspension seat, and tilt/telescope steering wheel. (Air ride seat optional.)
- Less-cab model has roomy flat platforms with tilt/telescoping steering and a foldable ROPS.
- High capacity, 14.5 gpm hydraulic flow from dependable gear pump assures dependable hydraulic operation and fast cycle times for farm loaders and other implements.
- The steering pump offers an additional 5.5 gpm for a total flow of 20 gpm.
- Two closed center rear remotes are standard, third is optional.
- Three-point lift capacity of 5722 to 6340 lbs. is best in class.
- Three-point lift system features lift-o-matic touch control for fast raising or lowering of implements.
- Flexible link ends and telescopic stabilizers make 3-pt. implement hook-up quick and easy.
- Electro-hydraulic differential lock provides maximum traction, yet releases when brakes are applied.

*Available on select models, TL70 and TL80 2WD

- Automatic FWD engagement when brakes are applied offers plenty of stopping power on FWD equipped models.
- Hydraulically operated, wet disc brakes.
- Electro-hydraulic PTO provides smooth power flow to implements. Gradual engagement protects implement drivelines.

MODEL	PTO HP	CYLINDERS	CU. IN.
TL70	56	4	220
TL80	66	4	238
TL90	76	4	238(T)
TL100	82	4	238(T)

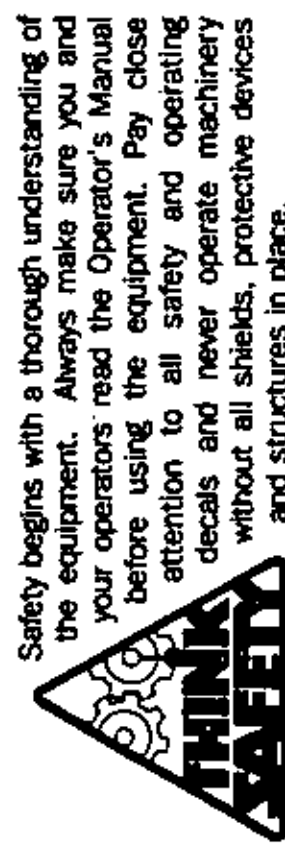
- **Improved Ventilation**
Hinged side windows and two additional vents in roof line
- **Lengthen Time Between Fill-ups**
Fuel tank capacity of 33.5 gallons on TL90 and TL100
- **Improved Visibility**
Cab doors constructed of single piece of glass
Cab models feature left hand A-pillar exhaust
- **Extra Convenience**
Easy-open hood latch and locking system
Spotlight in cab illuminates console for night operation
Turf and industrial tires are available on selected models
Optional mid-mount hydraulic valve with joystick is ideal for farm loader operation. Leaves the rear remote couplers free for other implements.



NEW HOLLAND

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.

Visit our website at www.newholland.com/na
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GREAT HOUSE PARK.
P.O.1
HANDOUT. 1
9/7/99 C.C. mty.

TOWERS ASSOCIATES, LLC

P.O. BOX 395
185 OVID STREET
SENECA FALLS, NEW YORK 13148
315-568-8212 (PHONE & FAX)

9/7/99

CITY OF FAYETTEVILLE PARKS & RECREATION
113 W. MOUNTAIN ST.
FAYETTEVILLE, AR. 72701
501-444-3471
FAX: 501-521-7714
ATTN: KIM ROGERS

X Hi:
We have corrected
a couple mistakes
in our previous
Fax.

DEAR KIM:

TODAY ANDREA FOURNET FROM FRIENDS FOR FAYETTEVILLE CALLED ME AND MADE ME AWARE OF SOME PROBLEMS THAT COULD BE CAUSED BY THE FLOOD CONTROL PROJECT. WE AGREED TO PROVIDE A TEMPORARY CONSTRUCTION EASEMENT, BUT WERE UNAWARE OF THE ENVIRONMENTAL DISTURBANCE THIS COULD CAUSE, WHICH COULD BE DETRIMENTAL TO THE SALE OF OUR PROPERTY. AT THE TIME WE NEVER DISCUSSED GRANTING A PERMANENT EASEMENT FOR USE OF ACCESS OF MAINTENANCE EQUIPMENT FOR MOWING AND BRUSH REMOVAL. AFTER HEARING THAT MANY TREES WOULD BE REMOVED FROM THE ADJACENT PARK AND THAT 100 FT OF CHANNEL WOULD NEED TO BE CONSTRUCTED, WE FELT WE COULD BETTER ASSIST THE SITUATION BY GRANTING A PERMANENT EASEMENT. THIS WOULD CAUSE FAR LESS ENVIRONMENTAL IMPACT TO THE AREA. PLEASE FEEL FREE TO CONTACT ME TO WORK OUT DETAILS.

PLEASE NOTE THAT WE WILL BE MORE THAN GLAD TO ENTERTAIN OFFERS TO BUY OUR BUILDING. I HAVE VERBALLY SUGGESTED THIS OPTION TO EVERYONE I HAVE EVER SPOKEN WITH IN THE CITY OF FAYETTEVILLE, HOWEVER, WE HAVE NEVER BEEN APPROACHED. PERHAPS THE BUILDING COULD BE USED AS A COMMUNITY CENTER OR FOR OFFICE SPACE.

PLEASE FEEL FREE TO CONTACT ME ANYTIME CONCERNING THE EASEMENT OR SALE OR LEASE OF OUR PROPERTY. THANKS FOR YOUR ASSISTANCE. HSINCERELY,



HARRY TOWERS,
MANAGING PARTNER

TOWERS ASSOCIATES, LLC

P.O. BOX 395
185 OVID STREET
SENECA FALLS, NEW YORK 13148
315-568-8212 (PHONE & FAX)

9/7/99

CITY OF FAYETTEVILLE PARKS & RECREATION
113 W. MOUNTAIN ST.
FAYETTEVILLE, AR. 72701
501-444-3471
FAX: 501-521-7714
ATTN: KIM ROGERS

DEAR KIM:

TODAY ANDREA FOURNET FROM LEVI STRAUSS & CO. CALLED ME AND MADE ME AWARE OF SOME PROBLEMS THAT COULD BE CAUSED BY THE FLOOD CONTROL PROJECT. WE AGREED TO PROVIDE A TEMPORARY CONSTRUCTION EASEMENT, BUT WERE UNAWARE OF THE ENVIRONMENTAL DISTURBANCE THIS WOULD CAUSE WHICH COULD BE DETRIMENTAL TO THE SALE OF OUR PROPERTY. AT THE TIME, WE NEVER DISCUSSED GRANTING A PERMANENT EASEMENT FOR USE OF ACCESS OF MAINTENANCE EQUIPMENT FOR MOWING AND BRUSH REMOVAL. AFTER HEARING THAT MANY TREES WOULD BE REMOVED FROM THE ADJACENT PARK AND THAT 100FT OF CONCRETE CHANNEL WOULD NEED TO BE CONSTRUCTED, WE FELT WE COULD BETTER ASSIST THE SITUATION BY GRANTING A PERMANENT EASEMENT. THIS WOULD CAUSE FAR LESS ENVIRONMENTAL IMPACT TO THE AREA. PLEASE FEEL FREE TO CONTACT ME TO WORK OUT DETAILS.

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PLEASE FEEL FREE TO CONTACT ME ANY TIME CONCERNING THE EASEMENT OR IF THERE IS ANY CONCERN FOR THE LEASE OR PURCHASE OF OUR BUILDING BY THE CITY OF FAYETTEVILLE. THANK YOU FOR YOUR ASSISTANCE.

SINCERELY,



HARRY TOWERS,
MANAGING PARTNER

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL SEPTEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on September 7, 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. **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 17, 1999 City Council meeting.
2. **BENHAM GROUP:** A resolution approving Amendment No. 2 with the Benham Group for inspections services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00 and a budget adjustment.
3. **BID 99-66:** A resolution awarding Bid 99-66 to Williams Ford Tractor and Equipment in the amount of \$50,499.00 for the purchase of a heavy duty skid steer with attachments.
4. **DESTRUCTION OF RECORDS:** A resolution authorizing the destruction of selected City record originals which have been maintained for the required length of time and which have been microfilmed.
5. **SYCAMORE / LEVERETT - ENGINEERING:** A resolution approving a contract with Garver Engineers for engineering services for the bidding and construction phases of the Sycamore / Leverett intersection and drainage improvements in the not-to-exceed amount of \$55,050.00.
6. **SYCAMORE / LEVERETT - CONSTRUCTION:** A resolution approving a construction contract for Bid 99-68, Sycamore / Leverett intersection and drainage improvements, to Sweetser Construction in the amount of \$522,695.30; project contingency of \$88,270.00; and a budget adjustment of \$136,825.00

7. **RUPPLE ROAD:** A resolution approving a construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00 and a project contingency of 15% of the construction cost, \$98,835.00. The total amount requested is \$757,735.00; and approval of budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.
8. **FEDERAL AVIATION LEASE:** A resolution approving a lease with the Federal Aviation Administration for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33. This lease replaces their expired lease for a 2,205.05 square foot building at a rate of approximately \$11.75 per square foot annually. The Airport Board approved this lease at their August 1999 meeting.
9. **TOWER SITE:** A resolution approving an agreement with MSA Limited Partnership (Alltel Communications) for lease of tower space on the Gully Road Water Tank for the purpose of installing radio communications equipment and appurtenances (building and antenna).

B. OLD BUSINESS

1. **RZ 99-16.10:** An ordinance approving rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The request was left on the second reading at the August 17, 1999 meeting.

C. NEW BUSINESS

1. **VA 99-9:** An ordinance approving vacation request VA 99-9 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for Lots 1 and 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20' utility easement between Lots 1 and 3.
2. **VA 99-10:** An ordinance approving vacation request VA 99-10 submitted by Tim McMahon on behalf of McMahon Brothers Construction Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northernmost 2' of the 10' utility easement along the south property line.

3. **PLANNING COMMISSION APPEAL:** An appeal regarding the decision of the Planning Commission to deny rezoning requests RZ 99-18, RZ 99-19, RZ 99-20, RZ 99-21, RZ 99-22, and RZ 99-23.
4. **BID 99-67:** A resolution awarding Bid 99-67 to the lowest bidder, Presto Products Co., for the purchase of plastic trash bags to be used in our volume-based sanitation rate program in the amount of \$165,935 and a budget adjustment in the amount of \$34,945.
5. **OAK GROVE VACATIONS:** An ordinance approving the vacation of three 1988 water/sewer easements across Lots 1, 5 and 6, all in Block 4 of Drake's Replat of Block 4 of Gates Subdivision of Oak Grove Addition. The vacated easements will be replaced with new easements associated with the actual line location.
6. **BID WAIVER:** An ordinance approving a bid waiver to purchase one "Test Release" diesel-powered 4-wheel drive 80/82 HP tractor with full new unit factory supported warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division, and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.
7. **GREATHOUSE PARK:** Discussion and possible action regarding the Greathouse Park Bridge and the tree removal required due to flood prevention for its construction.

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 17, 1999**

A meeting of the Fayetteville City Council was held on August 17, 1999 at 6:30 p.m. in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Daniel, Santos, Young, Russell; City Planner Tim Conklin; Public Works Director Charles Venable; Administrative Services Director Kevin Crosson; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press, and Audience.

ABSENT: Alderman Trumbo

ITEMS DISCUSSED

Approval of minutes
Mt. Olive Water Association
Detention Center
Family Violence Shelter
Shelter Rehabilitation
Hwy 265 Utility Relocation
Rezoning RZ 99-16.10
Rezoning RZ 99-17.00
Amber Drive Street Name Change
Dickson Street Water and Sewer Relocations
Cell Tower Ordinance

ACTION TAKEN

Minutes approved
Approved Res. 105-99
Approved Res. 106-99
Approved Res. 107-99
Approved Res. 108-99
Approved Res. 109-99
Left on second reading
Passed Ord. 4177
Failed
Approved Res. 110-99
Left on second reading

**AGENDA SESSION
FOR
SEPTEMBER 7, 1999
CITY COUNCIL MEETING**

NEW ITEMS

1. **BENHAM GROUP:** Amendment No. 2 with Benham Group for inspection services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00 and a Budget Adjustment.
2. **WATER/SEWER VACATION:** An ordinance vacating three 1988 water/sewer easements in Oak Grove Addition. The vacated easements will be replaced with new easements associated with the actual line location.
3. **BID WAIVER:** An ordinance approving a bid waiver for four wheel drive tractor.

ADDITIONAL INFORMATION

1. **REZONING APPEAL:** Additional information for rezoning appeal, item C.3 under New Business.
2. **SYCAMORE/LEVERETT:** Additional information for intersection improvements for item A. 6. under consent agenda.

Fayetteville

CHAMBER OF COMMERCE

September 24, 1999

Our 110th Year

Honorable Fred Hanna
Mayor
CITY OF FAYETTEVILLE
113 West Mountain Street
Fayetteville, AR 72701

SUBJECT: Industrial Prospect

Dear Mayor:

The Fayetteville Chamber of Commerce Economic Development Office has made contact with a consultant that represents an industrial client. The prospect seeks to construct a 100,000-square-foot facility. The project will create 200 new jobs in Fayetteville with an average hourly wage exceeding \$12.00 per hour (management and hourly).

The proposed development site is the front 14 acres of Lot 13 containing 21.6 acres in the Fayetteville Industrial Park – West – a lot line adjustment will be required. The proposed option term is 120 days with \$1,000 for consideration. Close of Escrow will be 90 days from exercise of Option. Purchase price is to be \$20,000 per acre.

Conditions to Purchase:

- 1). Seller shall be responsible for creating the legal parcel to accommodate the 14 acres, which shall be approved by Purchaser.
- 2). Optionee shall have the right during the term of the Option to conduct all test, studies and reports it deems necessary for it's intended use.
- 3). Optioner shall provide to Optionee all tests, studies and reports it may have reasonable available to Optioner related to the property.
- 4). Seller shall, at its sole cost and expense, extend the street to the end of the 14-acre parcel to be created.



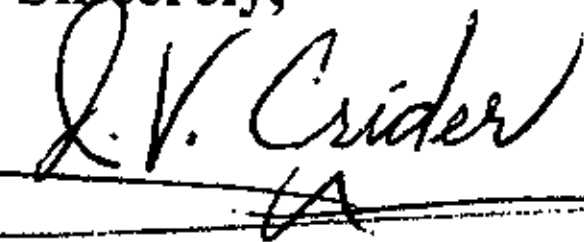
Mayor Fred Hanna
Subject: Industrial Project
September 23, 1999
Page 2 of 2 Pages

Conditions to Purchase (continued):

5). Tax Increment Financing: The City of Fayetteville shall provide to Purchaser the present value sum of 10 years worth of estimated real property taxes for the property.

I want to formally request that this project be included on the next Council Work Session scheduled for 4:30 p.m. on Tuesday, September 28th. Should you have questions, or if I can be of any further assistance to you, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, reading "J. V. Crider". The signature is written in dark ink and is positioned above a horizontal line.

James V. Crider, Director
Economic Development

Enclosure

RESOLUTION NO. _____

A RESOLUTION RENEWING A CONTRACT WITH OPERATIONS MANAGEMENT INTERNATIONAL (OMI) FOR AN ADDITIONAL FIVE YEAR PERIOD BEGINNING JANUARY 1, 2000.

WHEREAS, by Resolution No. 94-94 the City of Fayetteville entered into a contract with OMI to oversee the operation of the Wastewater Treatment Plant for a five year period beginning September 1, 1994 and ending December 31, 1999, and;

WHEREAS, under Section 7 of said contract two successive five (5) year options are possible, each option renewable at the sole discretion of the owner, and;

WHEREAS, the owner, City of Fayetteville, Arkansas wishes to exercise the first of said options and renew the contract with OMI for an additional five year period.

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

Section 1. That the City of Fayetteville, Arkansas hereby exercises its option as owner under Section 7 of the Agreement for Operations, Maintenance and Management Services dated August 16, 1994 with Operations Management International, Inc. (OMI) and hereby renews said contract for an additional five year period beginning January 1, 2000.

Section 2. Pursuant to 7.1 of the abovementioned agreement, all contract periods and renewals are subject to and contingent upon yearly budget approval by the City of Fayetteville.

PASSED AND APPROVED this 5th day of October, 1999.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

RESOLUTION

A RESOLUTION EXPRESSING THE INTENT OF THE CITY OF FAYETTEVILLE, ARKANSAS, TO REIMBURSE CERTAIN EXPENDITURES OF THE CITY PERTAINING TO THE PLANNING, DESIGNING, FINANCING, ACQUIRING, CONSTRUCTING, AND EQUIPPING OF A WASTEWATER TREATMENT PROJECT WITH THE PROCEEDS OF AN ISSUE OR ISSUES OF TAX-EXEMPT BONDS TO BE ISSUED BY THE CITY; AND STATING OTHER MATTERS PERTAINING THERETO.

WHEREAS, the City of Fayetteville, Arkansas, (the "City") intends to (i) construct a new wastewater treatment plant in the western portion of the City, (ii) renovate its existing wastewater treatment plant, and (iii) make associated modifications to its wastewater collection system (the "Project") to serve the growing needs of the residents of the City; and

WHEREAS, the City presently intends to finance a portion of the costs of planning, designing, acquiring, constructing, and equipping the Project through the issuance of one or more series of tax-exempt bonds of the City (the "Bonds"); and

WHEREAS, the City has determined the need to expend its funds to pay certain costs of the Project prior to the issuance of the Bonds; and

WHEREAS, in order to utilize the proceeds of tax-exempt bonds to reimburse original expenditures made by the City with respect to the Project, it is necessary under the Internal Revenue Code of 1986, as amended (the "Code") and U.S. Treasury Regulation Section 1.150-2 that the City make a present declaration of its official intent to make such reimbursement;

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

Section 1. That the City intends to issue its Bonds in one or more series in aggregate principal amount not to exceed \$25 million under the constitution and laws of the State of Arkansas to finance a portion of the costs of planning, designing, acquiring, constructing, and equipping the Project.

Section 2. That the city intends to utilize a portion of the proceeds of the Bonds to reimburse itself for certain expenditures made by the City prior to the issuance of the Bonds with respect to the planning, designing, acquiring, constructing, and equipping of the Project.

Section 3. That the City intends this resolution to be its declaration of "official intent" under the Code and U.S. Treasury Regulation Section 1.150-2 to reimburse certain original expenditures with respect to the Project.

PASSED AND APPROVED this ____ day of _____, 1999.

APPROVED:

Fred B. Hanna, Mayor

ATTEST:

Heather Woodruff, City Clerk

[SEAL]

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

FINAL AGENDA FAYETTEVILLE CITY COUNCIL SEPTEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on September 7, 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:

Approved A. **CONSENT AGENDA**

1. ✓ **APPROVAL OF THE MINUTES:** Approval of the minutes from the August 17, 1999 City Council meeting.
- 111-99 2. ✓ **BENHAM GROUP:** A resolution approving Amendment No. 2 with the Benham Group for inspections services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00 and a budget adjustment.
- 112-99 3. ✓ **BID 99-66:** A resolution awarding Bid 99-66 to Williams Ford Tractor and Equipment in the amount of \$50,499.00 for the purchase of a heavy duty skid steer with attachments.
- 113-99 4. ✓ **DESTRUCTION OF RECORDS:** A resolution authorizing the destruction of selected City record originals which have been maintained for the required length of time and which have been microfilmed.
- 114-99 5. ✓ **SYCAMORE / LEVERETT - ENGINEERING:** A resolution approving a contract with Garver Engineers for engineering services for the bidding and construction phases of the Sycamore / Leverett intersection and drainage improvements in the not-to-exceed amount of \$55,050.00.
- 115-99 6. ✓ **SYCAMORE / LEVERETT - CONSTRUCTION:** A resolution approving a construction contract for Bid 99-68, Sycamore / Leverett intersection and drainage improvements, to Sweetser Construction in the amount of \$522,695.30; project contingency of \$88,270.00; and a budget adjustment of \$136,825.00

- 116-99
7. ✓ **RUPPLE ROAD:** A resolution approving a construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00 and a project contingency of 15% of the construction cost, \$98,835.00. The total amount requested is \$757,735.00; and approval of budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.

- 117-99
8. ✓ **FEDERAL AVIATION LEASE:** A resolution approving a lease with the Federal Aviation Administration for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33. This lease replaces their expired lease for a 2,205.05 square foot building at a rate of approximately \$11.75 per square foot annually. The Airport Board approved this lease at their August 1999 meeting.

removed from agenda 9.

TOWER SITE: A resolution approving an agreement with MSA Limited Partnership (Alltell Communications) for lease of tower space on the Gully Road Water Tank for the purpose of installing radio communications equipment and appurtenances (building and antenna).

B. OLD BUSINESS

- 4179*
- PASSED.*
1. ✓ **RZ 99-16.10:** An ordinance approving rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The request was left on the second reading at the August 17, 1999 meeting.

C. NEW BUSINESS

- 4180*
- PASSED*
1. ✓ **VA 99-9:** An ordinance approving vacation request VA 99-9 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for Lots 1 and 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20' utility easement between Lots 1 and 3.

- 4181*
- PASSED.*
2. **VA 99-10:** An ordinance approving vacation request VA 99-10 submitted by Tim McMahon on behalf of McMahon Brothers Construction Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northernmost 2' of the 10' utility easement along the south property line.

3. **PLANNING COMMISSION APPEAL:** An appeal regarding the decision of the Planning Commission to deny rezoning requests RZ 99-18, RZ 99-19, RZ 99-20, RZ 99-21, RZ 99-22, and RZ 99-23.
4. **BID 99-67:** A resolution awarding Bid 99-67 to the lowest bidder, Presto Products Co., for the purchase of plastic trash bags to be used in our volume-based sanitation rate program in the amount of \$165,935 and a budget adjustment in the amount of \$34,945.
5. **OAK GROVE VACATIONS:** An ordinance approving the vacation of three 1988 water/sewer easements across Lots 1, 5 and 6, all in Block 4 of Drake's Replat of Block 4 of Gates Subdivision of Oak Grove Addition. The vacated easements will be replaced with new easements associated with the actual line location.
6. **BID WAIVER:** An ordinance approving a bid waiver to purchase one "Test Release" diesel-powered 4-wheel drive 80/82 HP tractor with full new unit factory supported warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division, and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.
- GREATHOUSE PARK:** Discussion and possible action regarding the Greathouse Park Bridge and the tree removal required due to flood prevention for its construction.

7. **CELL SITE -**

mtg adj. at 11:10 pm.

444-7981
before 10:15

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 17, 1999**

A meeting of the Fayetteville City Council was held on August 17, 1999 at 6:30 p.m. in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Daniel, Santos, Young, Russell; City Planner Tim Conklin; Public Works Director Charles Venable; Administrative Services Director Kevin Crosson; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press, and Audience.

ABSENT: Alderman Trumbo

ITEMS DISCUSSED

Approval of minutes
Mt. Olive Water Association
Detention Center
Family Violence Shelter
Shelter Rehabilitation
Hwy 265 Utility Relocation
Rezoning RZ 99-16.10
Rezoning RZ 99-17.00
Amber Drive Street Name Change
Dickson Street Water and Sewer Relocations
Cell Tower Ordinance

ACTION TAKEN

Minutes approved
Approved Res. 105-99
Approved Res. 106-99
Approved Res. 107-99
Approved Res. 108-99
Approved Res. 109-99
Left on second reading
Passed Ord. 4177
Failed
Approved Res. 110-99
Left on second reading

**MINUTES OF A MEETING
OF THE
FAYETTEVILLE CITY COUNCIL
AUGUST 17,1999**

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PRESENT: Mayor Hanna; Aldermen Reynolds, Austin, Davis, Daniel, Santos, Young, Russell; City Planner Tim Conklin; Public Works Director Charles Venable; Administrative Services Director Kevin Crosson; City Attorney Jerry Rose; City Clerk Heather Woodruff; Staff; Press, and Audience.

ABSENT: Alderman Trumbo

PROCLAMATION

Alderman Daniel introduced Brenda Thiel, Wanda Stephens and Berta Sykes. They presented the Women's Equality Day proclamation, read by Brenda Thiel. declaring August 26, 1999 as Women's Equality Day in Fayetteville.

CONSENT AGENDA

APPROVAL OF THE MINUTES

Approval of the minutes of the August 3, 1999 City Council meeting.

MT. OLIVE WATER ASSOCIATION

A resolution authorizing the City to grant a water line permanent and temporary construction easement (0.455 acres) to Mt. Olive Water Association for the construction and operation of a water line along the East Boundary of Lake Wilson.

RESOLUTION 105-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

DETENTION CENTER

A resolution authorizing the Mayor and City Clerk to convey 186 square feet of City property to Washington County, Arkansas as outlined by the footprint of the Washington County Detention Center on City-owned property west of Mill Avenue.

RESOLUTION 106-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

FAMILY VIOLENCE SHELTER

A resolution approving a contract with Foster Witsell Evans and Rasco for architectural services in conjunction with construction of a Shelter and offices for the Project for Victims of Family Violence. Compensation for architectural services and engineering costs is \$51,900 with a project contingency of \$5,190 for a total cost of \$57,090.

RESOLUTION 107-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

SEWER REHABILITATION

A resolution approving change orders to the sewer rehabilitation construction contracts for a net reduction of \$27,623.44. Cost changes include:

- a. Insituform, TexArk, for an increase of \$69,370.50
- b. Jones Brothers, Inc. for a reduction of \$75,495.30
- c. T-G Excavating, for a reduction of \$21,498.64

RESOLUTION 108-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK

HIGHWAY 265 UTILITY RELOCATION

A resolution approving the Highway-Utility Construction / Relocation agreement with the Arkansas State Highway and Transportation Department for water and sewer relocations and adjustments on Highway 265 (between Highways 45 and 16.) Per the agreement, \$1,465,759.34 (51.44%) of the actual cost of the eligible portions will be reimbursable to the City by the Highway Department.

RESOLUTION 109-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

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

OLD BUSINESS

No old business.

NEW BUSINESS

RZ 99-16.10

An ordinance approving the rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood

Commercial.

Mr. Rose read the ordinance for the first time.

Alderman Daniels agreed with staff. She felt they had a lot of commercial zoning available. She thought they needed to move toward infill with commercial zoning in the area.

Alderman Austin questioned the type of business Mid-South Enterprises was.

Mr. Carlisle, attorney for the owner of Mid-South (Sam Rogers), had developed property for over 30 years in this area. He explained they had made an application for C-2 zoning. They had amended their application to comply with what was now being recommended by the Planning Commission. They had tried to zone the property in order for it to provide services of every kind that was not available on Wedington Drive at the present time. Wedington Drive is one of the places the City had with residential area that did not have any of the services that were available on Highways 71 or 62. They were trying to make those services available. Knowing the history of Sam Rogers, if he said he was going to develop, he was going to develop it.

Alderman Davis stated there were no commercial areas in this location except for the C-2, which was east of Salem at this point. There was a lot of housing in this area and the city was going to continue to grow west. He thought this was something that would benefit the people out west. He was for the rezoning.

Alderman Daniel stated she had received a lot of calls from the people in the Salem area. They were very concerned that people were taking advantage of them because the land was cheaper out there. There had been some development which had devalued the property. There was no guarantee of the quality that was going to go in there.

Alderman Reynolds stated he was in favor of the C-1 zoning because the people he had spoken to did not want C-2 zoning. He noted they had done everything the Planning Commission had asked them to do. He thought they should support them.

Alderman Russell asked City Planner Tim Conklin if the property east of the subject property followed the 2020 Plan. Mr. Conklin replied that the land was planned to be commercial.

Alderman Santos thought with all the residential growth out there, a commercial C-1 zoning was appropriate zoning for this area. They were supposed to provide services for commercial services for neighborhoods to keep people from having to drive. The Planning Commission had approved the rezoning 6-2-0. He thought it would be the proper thing to do with the property.

Alderman Daniel thought it would be a good idea to leave the rezoning on the first reading

because it was a significant rezoning.

Mayor Hanna recalled in the 1980s when they were working on their twenty year plan. It had been recommended to set aside 500 acres in that area for commercial property to possibly have a second mall. They were going to have to have commercial property to service the area. He thought the rezoning was very appropriate.

Mr. Conklin stated the Planning Department had not received an opposition to the rezoning.

Alderman Austin moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

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 Santos seconded the motion. Upon roll call the motion failed by a vote of 4-2-1. Daniel and Russell voted nay; Young abstained.

Mr. Rose stated the ordinance would remain on the second reading. It required a 2/3 vote to move to the third and final reading.

RZ 99-17

An ordinance approving rezoning request RZ 99-17 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-2, Medium Density Residential, and contains approximately 4.77 acres. The request is to rezone the property to R-O Residential Office.

Mr. Rose read the ordinance for the first time.

Alderman Russell moved to suspend the rules and move to the second reading. Alderman Reynolds seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

Mr. Rose read the ordinance for the second time.

Alderman Santos moved to suspend the rules and move to the third and final reading. Alderman Davis seconded the motion. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

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

Mayor Hanna called for the vote. Upon roll call the motion carried by a vote of 6-0-1. Young abstained.

ORDINANCE 4177 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

AMBER DRIVE

A resolution approving the changing of the name of Hackberry Street to Amber Drive, to make Amber the continuous street name running east and west through the Charleston Place P.U.D.

Mayor Hanna stated he had received a call from Ms. Cunningham, a resident on Hackberry, who had been a long time resident there. He had gone over this with staff. He explained when the first entrance off Mission had been named Amber Drive. When the street went in there were two or three possible directions the street could have gone.

Alderman Daniel stated she had driven through the area. She thought it was a matter of practicality. Hackberry was very short compared to Amber Drive.

Alderman Davis explained the residents along Hackberry had been there for over twenty years. Neither of the two residents on Hackberry wanted the street name changed because of all the things they would have to change. The only people the name change would affect as far as 911 would be those two residences. They would like for the council to vote this down because of their longevity on that street.

Alderman Daniel stated she was thinking about making a motion where the name change would not go into affect for one year to give the residents time to make the changes.

Alderman Santos expressed concern about emergency vehicles being misled by street names.

Mayor Hanna explained when someone has lived at an address for over 20 years or more, a lot of people you would not normally hear from every year would have the address.

Alderman Russell agreed that it was an inconvenience, but compared it with the safety of the residents. What bothered him was that the plat of the subdivision had been conditionally approved on the street name change. He questioned if the developer could explain the convenience to the residents. He read a letter from one of the area residents.

Alderman Santos thought the letter was more of an opposition to the subdivision rather than the street name change.

Mr. Venable stated he had looked at the complaints listed in the letter. There were a couple of trees down. They could not tell if they were on her property or not, but they would have them removed as soon as they could. They did have a drain that came across the yard and went into the street. With it there was supposed to be a swell cut which would run back into the ditch. The sidewalk would have to be worked out with the drainage. All these things they would make sure were done as they finish the development. They had not been aware of the problems until they received this letter.

Alderman Austin expressed concern that the impact of this development was on the longtime residents rather than the developer. They were not gaining anything other than the expense and inconvenience of changing their address and some adverse living conditions. He thought the developer could compensate for their inconvenience.

Alderman Daniel asked if the residents had been notified.

Mr. Conklin replied the residents had been notified of the preliminary plat back in 1997 when it was approved. He had looked in the file and the Cunninghams were on the notification list. In regards to the street connection, Amber Drive, the right-of-way was stubbed out and the Hackberry Street had been stubbed out for a future street connection. The Planning Commission had wanted the two streets to connect the two. They had required the developer to connect the two streets together, which was the reason they had one street with two names.

Mayor Hanna added when the two developments had been started they did not know how they would be configured.

Alderman Young stated this is one of those subdivisions that had been there a while. He thought the only danger in a 911 situation would be to those two residences. Most people would assume that it was Amber Drive. He asked if the development had a final plat yet.

Mr. Conklin replied the final plat had been approved in June of this year. The name of the street on the plat was Amber Drive. That was a recommendation made in 1997 by the City's 911 coordinator to have Amber Drive as the name of the street.

Alderman Young asked since the approval of the final plat had been based on the approval of the street name change, how was the final plat approved already.

Mr. Rose stated the final plat had been approved according to staff comments. One of the staff comments was, "a street name change needs to be presented to the City Council in order to change the short section of Hackberry to Amber Drive. This requires the applicant to submit a letter requesting the change and the staff will process the agenda request."

Alderman Santos moved to change the short section of Hackberry to be Amber to make a continuous street through from Winwood to Old Wire Road. Alderman Russell seconded the motion.

Alderman Daniel proposed an amendment to wait one year before changing the street name. Alderman Young seconded the motion. Upon roll call the amendment failed by a vote of 3-4-0.

Mayor Hanna called for the vote on the resolution. Upon roll call the motion failed by a vote of 4-4-0. Reynolds, Austin, Davis, and Hanna voted nay.

DICKSON STREET WATER AND SEWER RELOCATION

A resolution approving the award of a contract to relocate certain water and sewer lines on Dickson Street, and to construct a new 12-inch water line for additional fire protection and general improvement of the water system.

Alderman Davis asked if this would be completed by Thanksgiving.

Mr. Venable replied part of it would be. It depended on the contractor and the weather.

Alderman Young stated the only concern he had was for the people on Dickson Street. Contractors were normally used to working in a field. He noted the bid was high, because it was located in the old section of town and that they had to take into consideration the merchants along Dickson Street.

Mr. Venable added there would be some inconvenience, but the traffic would still be moving. This was the first phase of renovating the area.

Mr. Bunn explained the bid did not include construction management. They would bring to the next meeting of the City Council a contract for construction management for his job which would speed up the project.

Alderman Young moved to approve the resolution. Alderman Davis seconded the motion. Upon roll call the motion carried unanimously.

RESOLUTION 110-99 AS RECORDED IN THE OFFICE OF THE CITY CLERK.

CELL TOWER ORDINANCE

An ordinance establishing criteria to assess and reduce visual and land use impacts associated

with the development of wireless communication facilities in the City of Fayetteville, Arkansas.

Mr. Rose read the ordinance for the first time.

Alderman Austin stated the recommendation had come from the Ordinance Review Committee. He commended Bob Davis, Jerry Rose and Tim Conklin for their hard and detailed work on the ordinance. They had worked with the representatives of the carriers to bring it to them.

Alderman Young questioned page 6, Section C.1.B, regarding the location of existing towers.

Alderman Austin answered they had changed "existing towers" to "original tower," in order to capture the height of the original tower and not allow the height of the tower to grow each time they added a co-locator.

Alderman Russell questioned the "efforts to demonstrate their efforts to co-locate". He asked if they were asked to locate on an existing structure that was not necessarily a tower.

Alderman Santos stated they were encouraging co-locations by allowing administrative approval by co-location and by avoiding the conditional use process.

Alderman Russell questioned the termination of the conditional use. He questioned what "City" meant, the Mayor or Staff.

Mr. Rose replied it could be who they wanted. He suggested it would be whoever granted the conditional use. In this case it would be the Planning Commission.

Alderman Russell moved to substitute the word "Planning Commission" for the word "City" in Section 9, B. Alderman Young seconded the motion. Upon roll call the motion unanimously.

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

Mr. Rose read the ordinance for the second time.

Mr. Hunter Stewart, Real Estate Manager for Southwestern Bell Wireless, stated he had attended all but the very last session on the ordinance. There had been input from the staff, industry, and community. He stated everyone had worked well together. He questioned one section which referenced the use of publicly owned structures. He asked if that included undeveloped property, and if it would be exempt from the conditional use process as they would do with a private land owner.

Mr. Rose replied it would be the same process.

Mr. Stewart questioned the use of existing vegetation in certain areas where it would not be compatible with the surroundings, whether variances would be allowed.

Alderman Davis replied he would be allowed to apply for a variance.

Mr. Stewart asked what the typical notification distance would be for a commercial development within the City of Fayetteville.

Mr. Conklin replied it was the adjoining property owners.

Mr. Stewart felt he was being discriminated against in the sense he had to advertise and provide photographs. They were isolating them as an industry by requiring them to do those things and not requiring the same of a developer of a shopping center. Why would they ask them to do 500 feet and not a developer.

Alderman Davis replied it was his understanding that the maximum of anything of this nature was 500 feet.

Mr. Conklin clarified they had certain conditional uses which did have a notification area of 500 feet. He gave examples of a dance hall or a sexually-oriented business.

Mr. Stewart was offended that he had been lumped with something that had been perceived to be negative. He asked the council to reconsider the distance of notification.

Alderman Davis replied with the revenue that they made from cell towers and cellular communications, having to notify people within 500 feet should not cost them that much.

Alderman Santos noted the ordinance required certified mail for adjoining property owners and regular mail for the remaining property owners within the 500 foot area.

Alderman Davis stated people wanted to be notified. A lot of people had felt that they had not been notified. He thought this would be one way which would solve the problem. This way they would have to go across the street. At one time they were planning a quarter of a mile notification.

Alderman Young added part of the reasoning for the extended notification area was the fact that the tower was so high. He added if a residential lot was 100 feet wider then five more people would be notified. He lived in the central part of the city and five hundred feet there would not mean that many additional notifications would be required.

Alderman Russell stated the towers did affect people further away, at least visually, than a shopping center would. It was the nature of the structure and not the industry. The purpose of the ordinance was to regulate the visual affects.

Alderman Davis stated they had to decide if they wanted more structures or fewer structures. Because of that they had increased the height from 80 to 150 feet.

Mr. Stewart conceded that it had been a give and take process.

Alderman Young added they could always come back and change the ordinances.

Alderman Russell commented that he had been looking at the map in a fairly dense area, and had determined that they were looking at approximately 50 people that would need to be notified.

Alderman Santos added they were not planning on passing the ordinance tonight. They were planning a special meeting to give another week for public comment. There would be a special council meeting before the agenda session next Tuesday.

Mr. Jeff Erf, area resident, stated that he would like to leave the notification distance at 500 feet or even more. The towers affected the scenic vista and other people. It was his understanding that the city would, with their GIS system, help find the property owners.

Mr. Bob Sigafos, a property owner near St. John's Lutheran Church, asked how the residents would be protected by this ordinance.

Mr. Conklin answered that the current ordinance that they had was a conditional use process. Those who had been involved in the St. John's Lutheran Church had used a process where they had held a public hearing. During that time they took public input and then the Planning Commission made a decision. This ordinance offered additional safe guards; they now had a safe zone for the tower to be set back from residential dwelling units, and requirements for screening and noise control. If the tower is not maintained they would have the ability to require it to be maintained or removed if it were abandoned. It also encouraged co-location. The incentive was administrative approval. It encouraged the providers to come to the city, and survey the existing structures and towers within the city to determine if they could co-locate. The providers in this community had been working really well together and they have been co-locating their facilities on each other's towers in Fayetteville. This ordinance provided incentives for the cell providers to look at existing structures and towers to co-locate. It also increased the distance from dwelling units.

Mr. Sigafos asked if they could come into a residential neighborhood.

Alderman Davis replied that they could and the only way they could defeat that was for the people in the neighborhood to come out in protest.

Mr. Sigafoos replied it had been a circus and cost the citizens time. He wanted to see something in the ordinance that would protect the residential neighborhoods.

Alderman Davis replied legally they were not allowed to do that according to the communication laws.

Alderman Austin added one thing they were forgetting about was the height of the tower which would give them that much buffer. Distance was protection.

Alderman Davis explained even though the ordinance allowed a 150-foot tower, the Planning Commission did not have to approve a 150-foot tower. Legally they could not restrict them completely. The only way to restrict them would be through a tier system which allowed different heights for different zoning districts. However they had not been able to work a system out.

Alderman Russell asked Mr. Sigafoos what he meant by having something in the ordinance that protected the residential neighborhoods by insuring that the heights were shorter or a band.

Mr. Sigafoos preferred not to have them in residential neighborhoods at all but to primarily locate them in commercial neighborhoods. The towers stuck out like a sore thumb in residential neighborhoods.

Alderman Austin found that during these meetings these providers only go where they are asked to go. The traffic determined where they were to go. When people asked for the service they were providing the service by going into the neighborhood. The more densely the cell towers become packed, the closer they had to get to the people.

Mr. Sigafoos stated that most people were busy which led the council to believe that no one cared. But he thought the residents were interested. They wanted to be protected.

To clarify for Ms. Daniel, Mr. Conklin stated that they required the applicant to go to the county assessment records and provide them with a list of the property owners and place them on mailing labels. The staff then mailed the notifications.

Alderman Russell asked if a large apartment complex were within the 500 feet would they only have to notify the landlord or each individual apartment.

Mr. Conklin replied that was correct. It was the property owner that was notified.

Mr. Bobby Farrell, 2413 Twin Oaks Court, stated he worked for the telephone company. He was glad an ordinance could be worked out. He thought the cell phone users would support the cell towers.

A special City Council meeting will be held before the next agenda session for the cell tower ordinance.

Meeting adjourned at 7:30 p.m.

STAFF REVIEW FORM -- Supplemental Information

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of September 7, 1999

FROM:

Jim Beavers Engineering Public Works
Name Division Department

ACTION REQUIRED: Sycamore/Leverett Intersection and drainage improvements, Bid 99-68.

Approval of :

1. Construction contract in the amount of \$522,695.30 to Sweetser Construction.
2. A project contingency in the amount of \$88,270.00.
3. Approval of a Budget Adjustment in the amount of 136,825.00.

COST TO CITY:

<u>\$610,965.30</u>	<u>\$555,526</u>	<u>Sycamore Street</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470-9470-5809.00</u>	<u>\$81,385</u>	<u>Street/Drainage</u>
Account Number	Funds Used To Date '99	Program Name
<u>97030-0020</u>	<u>\$474,141</u>	<u>Sales tax</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

☒ Budgeted Item ☒ Budget Adjustment Attached

[Signature] _____
Budget Coordinator Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer 8-26-99
Accounting Manager Date
[Signature] 8-27-99
City Attorney Date
[Signature] 8-27-99
Purchasing Officer Date

[Signature] 8-27-99
Internal Auditor Date
[Signature] _____
ADA Coordinator Date

STAFF RECOMMENDATION: Approval.

[Signature] 8-26-99
Division Head Date
[Signature] 8-27-99
Department Director Date
[Signature] 27 AUG 99
Administrative Services Director Date
[Signature] 8/30/99
Mayor Date

Cross Reference

New Item: Yes ___ No x

Prev Ord/Res #: 24-97

Orig Contract Date: 18 Mar 97

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, Public Works Director

From: Jim Beavers, City Engineer *JB*

Date: August 25, 1999

Re: Agenda Request, Council Meeting of September 7, 1999
Consent agenda, Sycamore/Leverett Intersection and drainage improvements.
Supplemental information:

1. Bid opening results, bid 99-68.
2. Request that the City Council award the contract and approve a project contingency.
3. Request a Budget Adjustment.

A. Bid results.

Bids were received and opened for the Sycamore/Leverett intersection and drainage improvements on August 24, 1999.

The following bids were received:

McClinton Anchor	Mobley	Sweetser
\$621,162.00	\$568,143.54	\$522,695.30

The engineer's estimate is not made public, however, the low bid is within 10% of the engineer's estimate.

B. Budget

The current budget for the Sycamore/Leverett project is \$474,141.00.

The anticipated remaining needs are:

Construction contract	\$522,695.30
Construction contingency, 10%,	\$52,270.00
Utility relocations currently being negotiated	\$30,000.00
Easements currently being negotiated	\$6,000.00
Total	\$610,965.30

A Budget Adjustment in the amount of \$136,824.30 is requested.

The proposed source of funds for the Budget Adjustment is reallocation of funds from the 6th Street Extension project which will be delayed into the year 2000.

C. Staff recommendation.

Staff recommends:

1. that the Council award the construction contract to Sweetser Construction in the amount of \$522,695.30.
2. Approval of a project contingency of \$88,270.00.
3. Approval of a budget adjustment to fully fund the project.

Enc:

Bid Tabulation

INTERSECTION IMPROVEMENTS
BID TABULATION

MUNICIPALITY OF
San Juan del Sur

Item No.	Description	Unit	Estimated Quantity	WPA/MCCLINTON ANCHOR		MOBLEY		SWEETSER	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
SP-4-5.1	Relocation of Sanitary Sewer Service	EA.	2	\$ 9,500.00	\$ 19,000.00	\$ 2,920.00	\$ 5,840.00	\$ 1,500.00	\$ 3,000.00
SP-5-5.1a	Relocation of Water Mains	L.F.	20	\$ 1,530.00	\$ 30,600.00	\$ 473.16	\$ 9,463.20	\$ 200.00	\$ 4,000.00
SP-5-5.1b	Relocation of Water Services	EA.	2	\$ 3,950.00	\$ 7,900.00	\$ 1,713.83	\$ 3,427.66	\$ 500.00	\$ 1,000.00
SP-7-4.1	6'x3' PreCast Box Culvert	L.F.	470	\$ 280.00	\$ 131,600.00	\$ 247.22	\$ 116,193.40	\$ 285.00	\$ 133,950.00
SP-8-5.1a	Temporary Aggregate Sidewalk	L.F.	300	\$ 10.00	\$ 3,000.00	\$ 6.86	\$ 2,058.00	\$ 4.00	\$ 1,200.00
SP-8-5.1b	Temporary Safety Fence	L.F.	500	\$ 4.00	\$ 2,000.00	\$ 6.18	\$ 3,090.00	\$ 4.00	\$ 2,000.00
SP-9-5.1	PVC Conduit	L.F.	100	\$ 21.00	\$ 2,100.00	\$ 32.84	\$ 3,284.00	\$ 7.00	\$ 700.00
SP-10-5.1	Subbase Course	C.Y.	488	\$ 29.00	\$ 14,152.00	\$ 43.45	\$ 21,203.60	\$ 16.00	\$ 7,808.00
SP-11-4.1a	Thermoplastic Pavement Marking - 4" Yellow	L.F.	490	\$ 0.45	\$ 220.50	\$ 0.46	\$ 225.40	\$ 0.47	\$ 230.30
SP-11-4.1	Thermoplastic Pavement Marking - 4" White	L.F.	250	\$ 0.45	\$ 112.50	\$ 0.46	\$ 115.00	\$ 0.47	\$ 117.50
SP-11-4.1c	Thermoplastic Pavement Marking - 18" White - Stop Bar	L.F.	55	\$ 12.00	\$ 660.00	\$ 13.20	\$ 726.00	\$ 13.00	\$ 715.00
SP-11-4.1	Thermoplastic Pavement Marking - 9" White - Crosswalk	L.F.	560	\$ 8.00	\$ 4,480.00	\$ 8.80	\$ 4,928.00	\$ 8.50	\$ 4,760.00
SP-11-4.1e	Thermoplastic Pavement Marking - Words	EA.	2	\$ 250.00	\$ 500.00	\$ 275.00	\$ 550.00	\$ 275.00	\$ 550.00
SP-11-4.1f	Thermoplastic Pavement Marking - Arrows	EA.	6	\$ 200.00	\$ 1,200.00	\$ 220.00	\$ 1,320.00	\$ 225.00	\$ 1,350.00
1.04	Site Preparation	L.S.	1	\$ 25,000.00	\$ 25,000.00	\$ 32,623.43	\$ 32,623.43	\$ 25,000.00	\$ 25,000.00
2.09a	Unclassified Excavation	L.S.	1	\$ 27,000.00	\$ 27,000.00	\$ 19,710.00	\$ 19,710.00	\$ 65,000.00	\$ 65,000.00
2.09b	Undercut Excavation	C.Y.	100	\$ 18.00	\$ 1,800.00	\$ 49.38	\$ 4,938.00	\$ 16.00	\$ 1,600.00
3.06	Aggregate Base Course (Class 7)	TON	625	\$ 18.00	\$ 11,250.00	\$ 15.35	\$ 9,593.75	\$ 13.50	\$ 8,437.50
5.04a	ACHM Binder Course, Type 2	TON	170	\$ 65.00	\$ 11,050.00	\$ 49.17	\$ 8,358.90	\$ 41.00	\$ 6,970.00
5.04b	ACHM Surface Course, Type 2	TON	215	\$ 65.00	\$ 13,975.00	\$ 43.34	\$ 9,318.10	\$ 42.00	\$ 9,030.00
7.05	Concrete Driveway	S.Y.	180	\$ 35.00	\$ 6,300.00	\$ 42.18	\$ 7,592.40	\$ 32.00	\$ 5,760.00
8.09	Concrete Curb and Gutter	L.F.	700	\$ 8.80	\$ 6,160.00	\$ 10.13	\$ 7,091.00	\$ 8.00	\$ 5,600.00
9.06	Concrete Sidewalk	S.Y.	400	\$ 33.00	\$ 13,200.00	\$ 27.00	\$ 10,800.00	\$ 32.00	\$ 12,800.00
10.08a	Curb Inlet	EA.	4	\$ 2,400.00	\$ 9,600.00	\$ 3,093.41	\$ 12,373.64	\$ 1,700.00	\$ 6,800.00
10.08c	Junction Box	EA.	1	\$ 7,100.00	\$ 7,100.00	\$ 7,623.73	\$ 7,623.73	\$ 7,700.00	\$ 7,700.00

2.09b	Undercut Excavation	C.Y.	100	\$	18.00	\$	1,800.00	\$	15.35	\$	9,593.75	\$	13.50	\$	8,437.50
3.06	Aggregate Base Course (Class 7)	TON	625	\$	18.00	\$	11,250.00	\$	15.35	\$	9,593.75	\$	13.50	\$	8,437.50
5.04a	ACHM Binder Course, Type 2	TON	170	\$	65.00	\$	11,050.00	\$	49.17	\$	8,358.90	\$	41.00	\$	6,970.00
5.04b	ACHM Surface Course, Type 2	TON	215	\$	65.00	\$	13,975.00	\$	43.34	\$	9,318.10	\$	42.00	\$	9,030.00
7.05	Concrete Driveway	S.Y.	180	\$	35.00	\$	6,300.00	\$	42.18	\$	7,592.40	\$	32.00	\$	5,760.00
8.09	Concrete Curb and Gutter	L.F.	700	\$	8.80	\$	6,160.00	\$	10.13	\$	7,091.00	\$	8.00	\$	5,600.00
9.06	Concrete Sidewalk	S.Y.	400	\$	33.00	\$	13,200.00	\$	27.00	\$	10,800.00	\$	32.00	\$	12,800.00
10.08a	Curb Inlet	EA.	4	\$	2,400.00	\$	9,600.00	\$	3,093.41	\$	12,373.64	\$	1,700.00	\$	6,800.00
10.08c	Junction Box	EA.	1	\$	2,300.00	\$	2,300.00	\$	3,632.73	\$	3,632.73	\$	1,700.00	\$	1,700.00
10.08d	Yard Drain	EA.	1	\$	450.00	\$	450.00	\$	1,432.62	\$	1,432.62	\$	200.00	\$	200.00
11.18a	Reinforced Concrete	C.Y.	350	\$	435.00	\$	152,250.00	\$	369.54	\$	129,339.00	\$	375.00	\$	131,250.00
13.08a	18" Reinforced Concrete Pipe, Class III	L.F.	126	\$	45.00	\$	5,670.00	\$	55.12	\$	6,945.12	\$	40.00	\$	5,040.00
13.08b	18" Reinforced Concrete Pipe, Class IV	L.F.	46	\$	62.00	\$	2,852.00	\$	66.14	\$	3,042.44	\$	42.00	\$	1,932.00
13.08b	24" Reinforced Concrete Pipe, Class IV	L.F.	30	\$	65.00	\$	1,950.00	\$	102.15	\$	3,064.50	\$	57.00	\$	1,710.00
14.07a	Solid Sodding	S.Y.	1500	\$	18.00	\$	27,000.00	\$	4.72	\$	7,080.00	\$	3.50	\$	5,250.00
16.08	Maintenance of Traffic	L.S.	1	\$	25,000.00	\$	25,000.00	\$	12,806.40	\$	12,806.40	\$	13,500.00	\$	13,500.00
17.05a	Permanent Asphalt Pavement Repair	S.Y.	120	\$	70.00	\$	8,400.00	\$	33.75	\$	4,050.00	\$	55.00	\$	6,600.00
17.05b	Permanent Concrete Pavement Repair	S.Y.	20	\$	70.00	\$	1,400.00	\$	198.79	\$	3,975.80	\$	60.00	\$	1,200.00
17.05c	Temporary Pavement Repair	S.Y.	100	\$	17.00	\$	1,700.00	\$	101.25	\$	10,125.00	\$	20.00	\$	2,000.00
20.06	Pipe Embedment	TON	20	\$	18.00	\$	360.00	\$	88.63	\$	1,772.60	\$	25.00	\$	500.00
24.03	Temporary Erosion Control	L.S.	1	\$	8,100.00	\$	8,100.00	\$	17,338.05	\$	17,338.05	\$	7,500.00	\$	7,500.00
25.05a	Chain Link Fence	L.F.	350	\$	10.00	\$	3,500.00	\$	11.00	\$	3,850.00	\$	7.50	\$	2,625.00
26.05	Trench and Excavation Safety System	L.S.	1	\$	13,000.00	\$	13,000.00	\$	37,424.03	\$	37,424.03	\$	2,500.00	\$	2,500.00
27.04	Cold Milling Asphalt Pavement	S.Y.	60	\$	20.00	\$	1,200.00	\$	24.75	\$	1,485.00	\$	45.00	\$	2,700.00
28.05	Guard Rail - Type I	L.F.	50	\$	58.00	\$	2,900.00	\$	101.20	\$	5,060.00	\$	65.00	\$	3,250.00
31.03	Roadway Construction Control	L.S.	1	\$	10,100.00	\$	10,100.00	\$	9,527.63	\$	9,527.63	\$	15,000.00	\$	15,000.00
33.03	Valve or Meter Box Adjusted to Grade	EA.	2	\$	350.00	\$	700.00	\$	550.97	\$	1,101.94	\$	200.00	\$	400.00
34.06	Remove and Replace Fence	L.F.	350	\$	25.00	\$	8,750.00	\$	26.40	\$	9,240.00	\$	26.00	\$	9,100.00
38.05	Riprap	C.Y.	12	\$	60.00	\$	720.00	\$	85.60	\$	1,027.20	\$	30.00	\$	360.00
TOTAL AMOUNT BID						\$	621,162.00			\$	568,143.54			\$	522,695.30

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

Budget Year 1999	Department: Public Works Division: Engineering Program: Sales Tax Capital	Date Requested September 7, 1999	Adjustment #
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Project or Item Requested:

\$136,825 is requested in the Sycamore /
Leverett Intersection and Drainage
Improvements Capital Project.

Project or Item Deleted:

\$136,825 from the Sixth Street
Extension Capital Project.

Justification of this Increase:

The additional funding is needed for the
approval of a contract to Sweester
Construction in the amount of \$522,695.30
and project contingency in the amount of
\$88,270.00.

Justification of this decrease:

This project is currently on hold
and will be rebudgeted in the 2000
Annual Budget.

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	136,825	4470	9470	5809	00	97030	20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Street Improvements	136,825	4470	9470	5809	00	96044	20

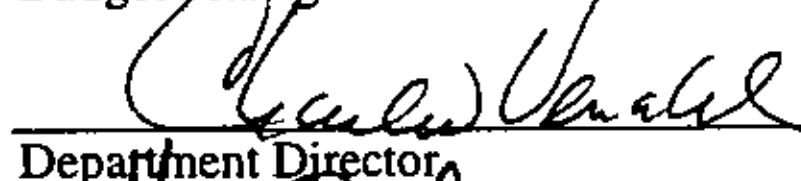
Approval Signatures

Requested By

Date


Budget Manager

8/25/99
Date


Department Director

8-27-99
Date


Admin. Services Director

27 AUG 99
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

AGENDA REQUEST FORM, SEPTEMBER 7 COUNCIL MEETING

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

ACTION REQUIRED Approval of Amendment No. 2 with The Benham Group for inspection services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00, and a Budget Adjustment.

COST TO CITY

<u>\$ 58,587.00</u>	<u>\$ 700,000.00</u>	<u>Water and Sewer</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>4470 9470 5808 00</u>	<u>\$ 696,134.00</u>	<u> </u>
Account Number	Funds Used to Date	Program Name
<u>99027 0010</u>	<u>\$ 3,866.00</u>	<u>Sales Tax</u>
Project Number	Funds Remaining	Fund Category

BUDGET/CONTRACT REVIEW

<u>BUDGET/CONTRACT REVIEW</u>		<u>XX</u> Budgeted	Item	<u>XX</u> Budget Adj.	Attached
<u></u>	<u>8-31-99</u>	Date	<u></u>	<u>31 AUG 99</u>	Date
Budget Coordinator			Admin Services Director		
<u></u>	<u>8-30-99</u>	Date	<u>ADA Coordinator</u>		Date
Accounting Manager					
<u></u>	<u>8-30-99</u>	Date	<u></u>	<u>8-30-99</u>	Date
City Attorney			Internal Auditor		
<u></u>	<u>8-30-99</u>	Date			
Purchasing Officer					

STAFF RECOMMENDATION The Staff recommends approval of Amendment No. 2 with The Benham Group for inspection services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00, and a Budget Adjustment.

<u>Ronald R. Buer</u>	<u>8/16/99</u>
Ass't Public Works Director	Date
<u>Paula Unruh</u>	<u>8-31-99</u>
Department Director	Date
<u>Harvie J. Quitor</u>	<u>31 AUG 99</u>
Admin Services Director	Date
<u>Fred Hamme</u>	<u>8/31/99</u>
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res # 165-98

Orig. Contract # 689

Orig. Contract Date 12/15/98

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

August 26, 1999

To: Fayetteville City Council

From: Don Bunn, Ass't Public Works Director



Thru: Charles Venable, Public Works Director
Fred Hanna, Mayor

Subject: Contract Amendment No. 2, Benham Group
Inspection Services During Construction
Dickson Street Water and Sewer Relocations

On August 17, 1999 the City Council approved the construction contract in connection with the relocation of water and sewer lines on Dickson Street. The project is being done prior to the street enhancement work scheduled for the spring and summer of 2000. The design work was done under an engineering contract with The Benham Group.

Our contract with the Benham Group did not include services during construction, however, it did provide for an amendment to the basic contract which would cover those costs under the same terms and conditions as given for the design services. In accordance with the terms of the basic agreement, this Amendment No. 2 for construction management services is presented for approval.

The contract amendment calls for full time inspection on the job. This means that whenever the contractor is working, the Benham Group will have someone present to observe the construction. Providing full time inspection on normal construction projects is somewhat unusual, however, for this kind of job where the work area is a busy city street and where there is so much uncertainty about actual conditions to be encountered, we feel it is worth the extra cost involved.

The cost of the proposed amendment is \$58,587.00. This is based on a final completion date of March 1, 2000. If for some reason, construction runs beyond the date given for final completion, another amendment may be necessary to provide for the additional inspection services. The work includes a full time inspector on the job, administrative and clerical services during that time, and the furnishing of "as-built" drawings of the completed work. It is the recommendation of the Staff that Contract Amendment No. 2 be approved in the amount of \$58,587.00 along with a budget adjustment.

COMMENT SHEET

Project: Engineering Contract, Inspection Services
Water and Sewer Relocations, Dickson Street

Engineer/Contractor: The Benham Group

Notes to Reviewers: This purpose of this contract amendment is to provide for inspection services during construction in connection with the water and sewer relocations in Dickson Street. The contract is to go to the Agenda Meeting of the City Council on Tuesday, August 31.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**AMENDMENT TO THE AGREEMENT FOR
CONSULTING SERVICES**

**For the Downtown Dickson Street Enhancement Project
Water and Sewer Construction Administration**

BETWEEN:

**The CONSULTANT
The Benham Group
1801 Forest Hills Boulevard
Bella Vista, AR 72715**

**and the CLIENT
City of Fayetteville, Arkansas
113 West Mountain
Fayetteville, AR 72701**

THE PARTIES AGREE AS FOLLOWS:

WHEREAS, The Benham Group (TBG) and the City of Fayetteville (City) are parties to an Agreement for Consulting Services dated December 15, 1998, (the Agreement), and,

WHEREAS, the City has now awarded a construction contract for the water and sewer improvements, and,

WHEREAS, in order to provide professional construction observation and contract administration, a full time inspector and periodic engineering administration are required of the design consultant,

WHEREAS, all other terms and conditions of the agreement remain in force,

NOW THEREFORE TBG and the City hereby mutually agree to increase the scope of work in the Agreement to include the above described contract administration for the construction period from the date of this amendment to February 15, 2000. The City agrees to compensate TBG \$ 58,587.00 for the additional work based on the attached estimate of fees and effort. The Contract in the Agreement is hereby increased from \$388,698.04 to \$447,285.04.

IN WITNESS TO THEIR ACCEPTANCE to the terms and conditions of this Amendment, TBG and the City hereby execute this Amendment to the Agreement for Consulting Services on this _____ day of _____, 1999.

ACCEPTED BY:
CITY OF FAYETTEVILLE, ARKANSAS

ACCEPTED BY:
THE BENHAM GROUP

By: _____

By: _____


Gary L. Carnahan

Title: _____

Title: Vice President

**THE BENHAM GROUP
DICKSON STREET
UTILITY CONSTRUCTION ADMINISTRATION**

[illegible]

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

Budget Year 1999	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 08/27/99	Adjustment #
-------------------------	---	--------------------------------	--------------

Project or Item Requested: Additional funding is requested for the Dickson Street Water & Sewer Line Replacement Project.	Project or Item Deleted: Funding for this request is from the Water & Sewer Cost Share Project.
---	---

Justification of this Increase: The funds are needed to pay for on site construction observation services. for the project.	Justification of this Decrease: The City establishes funding for cost share projects annually and funds projects as they are identified. Funding for Water & Sewer Cost Share project remains in both Sales Tax Capital Improvement Fund and Water & Sewer Fund.
---	--

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Waterline Improvements	54,721	4470 9470 5808 00	99027 10

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Waterline Improvements	54,721	4470 9470 5808 00	97021 20

Approval Signatures

Requested By	Date
	8/27/99
Budget Manager	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>(D)</u>	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

STAFF REVIEW FORM

XX AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of September 7, 1999

FROM: _____

W.A.Oestreich

Name

Fleet Operations

Division

Administrative Services

Department

ACTION REQUIRED:

Approval of Ordinance providing for a Bid Waiver to purchase 1 "Test Release" Diesel powered 4 Wheel Drive 80/82 HP Tractor with Full New Unit Factory Supported Warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.

COST TO CITY:

\$ 39,000.00

Cost of this Request

\$ 226,630.00

Category/Project Budget

Repl/Exp Tractor/Mower

Category/Project Name

9700-1920-5802.00

Account Number

\$ 187,323.00

Funds Used To Date

Vehicles & Equipment

Program Name

98068-001

Project Number

\$ 39,307.00

Remaining Balance

Shop

Fund

BUDGET REVIEW:

XX Budgeted Item _____ Budget Adjustment Attached

[Signature]
Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

[Signature]

Accounting Manager

8-27-99

Date

ADA Coordinator

Date

[Signature]

City Attorney

8-27-99

Date

[Signature]

Internal Auditor

8-27-99

Date

[Signature]

Purchasing Officer

8-27-99

Date

STAFF RECOMMENDATION:

Approval of Bid Waiver Ordinance

[Signature]

Division Head

8/27/99

Date

Cross Reference

Department Director

Date

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

[Signature]

Administrative Services Director

27 AUG 99

Date

Prev Ord/Res #: _____

[Signature]

Mayor

8/30/99

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description: Approval of Bid Waiver

Meeting Date: September 7, 1999

Comments:
Budget Coordinator:

Reference Comments:

Accounting Manager:

City Attorney:

Purchasing Officer:

ADA Coordinator:

Internal Auditor:

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING FOR THE PURCHASE OF A TEST RELEASE DIESEL POWERED 4 WHEEL DRIVE 80/82 HP TRACTOR WITH FULL NEW UNIT FACTORY SUPPORTED WARRANTY TO BE UTILIZED BY THE PARKS MAINTENANCE DIVISION.

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

Section 1. The City Council hereby waives the requirements of formal competitive bidding for the purchase of a Test Release Diesel Powered 4 Wheel Drive 80/82 HP Tractor which will be utilized by the Parks Maintenance Division. As said formal bidding requirements would prevent purchase of such units as dealers do not find it practical to hold units of this type for the time necessary to comply with those requirements. Therefore, with the time frame required, it would not be feasible or practical to take and award a formal competitive bid.

Section 2. The total number of units involved in this purchase will not exceed 1 unit.

Section 3. The City Council hereby authorizes representatives of the Fleet Operations Division and the Parks Maintenance Division to evaluate, compare and finalize a recommendation to the Equipment Committee upon unanimous approval to purchase an appropriate unit "on the spot" at a total cost not to exceed \$39,000.00.

Section 4. The City Council hereby authorizes the Equipment Committee to review the recommendation for final approval prior to submission to the Mayor.

Section 5. The City Council hereby authorizes the Mayor to review the recommendations of the Equipment Committee prior to approving purchase.

PASSED AND APPROVED this ____ day of _____, 1999

APPROVED

By: _____
Mayor

ATTEST

By: _____
City Clerk

CITY OF FAYETTEVILLE

FLEET OPERATIONS

INTER-OFFICE MEMORANDUM

TO: Mayor/City Council

THRU: Kevin Crosson, Administrative Services Director 

FROM: William Oestreich, Fleet Operations Superintendent

DATE: August 26, 1999

SUBJECT: Bid Waiver for a Test Release Diesel 4 WD Tractor

Attached is a proposed Ordinance providing for a Bid Waiver to purchase a Diesel Powered 4 Wheel Drive 80/82 HP Tractor that has been utilized for test purposes by the manufacturer. This is a common practice by manufacturers to release units of this type to select dealers. Testing of these particular units was for air conditioner efficiency. The test time is on the area of 200 hours of running time. A full factory backed new unit warranty will be provided.

A new unit of this type has a customer cost of \$53,564.00 plus transportation costs from Houston, TX to the dealer. (Dealer invoice is \$43,307.00 plus transportation charges and set up charges). It is the intent to limit the cost to a maximum of \$39,000.00 fully set up and delivered to our facility here in Fayetteville.

An opportunity for an end user such as the City of Fayetteville to obtain a unit of this type at a savings such as this occurs very seldom. It would be to our advantage to utilize this opportunity at this time by switching the acquisition of a smaller unit during 1999 and a unit such as the one described in 2000. The impact on the operating budget will be negligible.

Upon approval of a Bid Waiver, a purchase recommendation for a suitable unit will be submitted to the Equipment Committee and Mayor Hanna.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

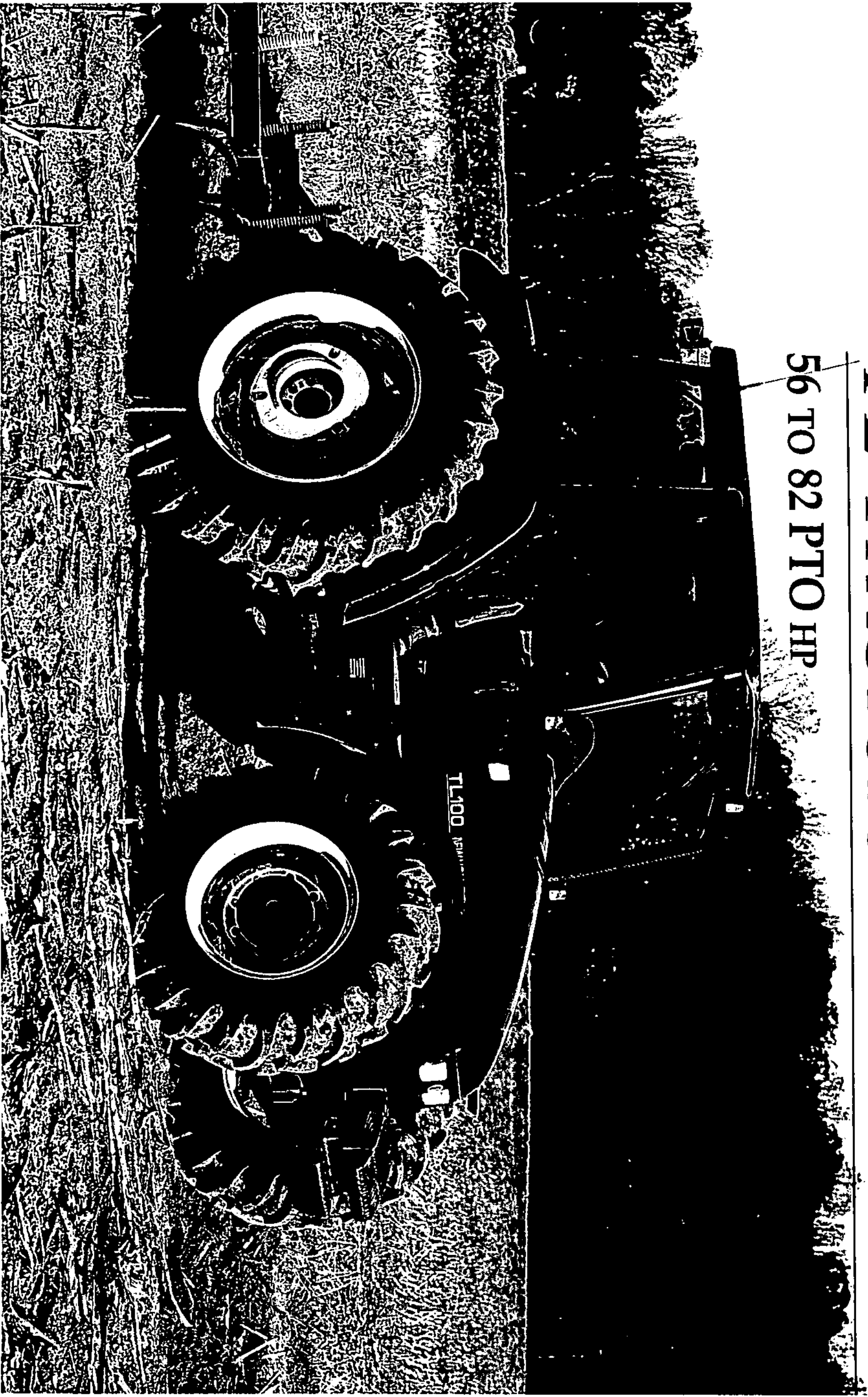
To: Bill Oestreich, Fleet Operations Superintendent
From: ^{TJX} Terry Gulley, Turf & Facility Coordinator
Date: August 26, 1999
Subject: Purchase of larger tractor for Parks Division

The Parks and Recreation Division is requesting for Fleet Operations to provide us with a 82hp tractor, which will provide the Division with the ability to obtain maximum use off our current equipment. The Parks and Recreation Division is currently operating this equipment with tractors that provide marginal horsepower, thus not allowing the full potential off the equipment to be obtained. The following usage will be improved with this tractor, aereating of turf areas, brush hogging, and leveling of Park land. I appreciate any help that you may provide towards obtaining this tractor for the Parks and Recreation Division.

NEW FOR '99

TL TRACTORS

56 TO 82 PTO HP



NEW FOR '99

TL TRACTORS

- Proven, four cylinder New Holland engines have outstanding lugging ability with 1000 useful rpm between maximum power and maximum torque.
- **Adaptable**
Choice of four transmissions:
12x4 reliable mechanical shift synchronized transmission*
12x12 Synchro Command™ with shuttle
24x12 Dual Command™ with shuttle
20x12 Synchro creeper
- Cabs feature two-door access, plenty of room, factory air, flat floor, suspended pedals, conveniently located controls, comfortable suspension seat, and tilt/telescope steering wheel. (Air ride seat optional.)
- Less-cab model has roomy flat platforms with tilt/telescoping steering and a foldable ROPS.
- High capacity, 14.5 gpm hydraulic flow from dependable gear pump assures dependable hydraulic operation and fast cycle times for farm loaders and other implements.
- The steering pump offers an additional 5.5 gpm for a total flow of 20 gpm.
- Two closed center rear remotes are standard, third is optional.
- Three-point lift capacity of 5722 to 6340 lbs. is best in class.
- Three-point lift system features lift-o-matic touch control for fast raising or lowering of implements.
- Flexible link ends and telescopic stabilizers make 3-pt. implement hook-up quick and easy.
- Electro-hydraulic differential lock provides maximum traction, yet releases when brakes are applied.

*Available on select models, TL70 and TL80 2WD

- Automatic FWD engagement when brakes are applied offers plenty of stopping power on FWD equipped models.
- Hydraulically operated, wet disc brakes.
- Electro-hydraulic PTO provides smooth power flow to implements. Gradual engagement protects implement drivelines.

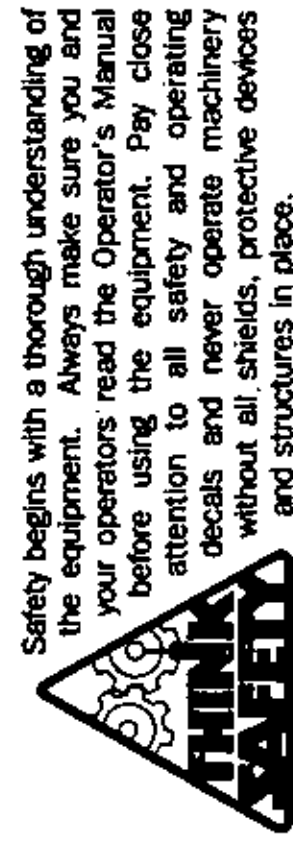
MODEL	PTO HP	CYLINDERS	CU. IN.
TL70	56	4	220
TL80	66	4	238
TL90	76	4	238(T)
TL100	82	4	238(T)

- **Improved Ventilation**
Hinged side windows and two additional vents in roof line
- **Lengthen Time Between Fill-ups**
Fuel tank capacity of 33.5 gallons on TL90 and TL100
- **Improved Visibility**
Cab doors constructed of single piece of glass
Cab models feature left hand A-pillar exhaust
- **Extra Convenience**
Easy-open hood latch and locking system
Spotlight in cab illuminates console for night operation
Turf and industrial tires are available on selected models
Optional mid-mount hydraulic valve with joystick is ideal for farm loader operation. Leaves the rear remote couplers free for other implements.



NEW HOLLAND

Design, materials and/or specifications are subject to change without notice and without liability therefor. Specifications are applicable to units sold in Canada, the United States, its territories and possessions, and may vary outside these areas.
Visit our website at www.newholland.com/na
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• 33007040 • 39950 • API • PRINTED IN U.S.A.

STAFF REVIEW FORM

 X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

the Fayetteville City Council meeting of Sept. 21, 1999

FROM:

Ed Connell
Name

Engineering
Division

Public Works
Department

ACTION REQUIRED: Passage of an Ordinance vacating three 1988 Water/Sewer Easements across Lots 1, 5 & 6, all in Block 4 of Drakes Replat of Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville. The vacated easements will be replaced with new easements associated with the actual line location.

COST TO CITY:

\$ None
Cost of this Request

Category/Project	Budget
	\$ None

<u>None</u>
Category/Project Name

NA
Account Number

\$ NA
Funds Used To Date

NA
Program Name

NA
Project Number

\$ NA
Remaining Balance

Fund

BUDGET REVIEW: No 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: These easements are not being utilized by City Water/Sewer since the sewer line, that was installed, was West of the easement areas. These vacations are conditional upon execution of new easements across Lots 5 & 2 by the property owner, Lynn Wade et al.

Jim Beavers 8-27-99
Division Head Date

Cross Reference

Department Director _____ Date _____

New Item: Yes _____ No _____

Administrative Services Director Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description Vacation of 1998 W/S easements across Lots 1.5 & 6 Blk 4. Drakes replat Blk 4 Gates S/D. Oak Grove Addition

Meeting Date September 27, 1999

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

My Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

DEPARTMENTAL CORRESPONDENCE

DATE: August 25, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Jim Beavers, City Engineer
Tim Conklin, City Planner

FROM: Ed Connell, Land Agent *EC*

RE: Water/Sewer Easement Vacation
Lots #1, 5 & 6, Block 4 Drake Replat of Blk #4, Gates S/D of Oak Grove Add.
Properties owned by Elizabeth Penick Collins Naidoff and Thomas W. Collins
(Lot #1): Lynn F. Wade and Mary Sue Colwell (Lots 5 & 6)

In 1988, the City of Fayetteville installed a new 6" sanitary sewer from Davidson Street to Louise Street, West of Highland Avenue. At that point in time, easements were obtained on the common property line between Lots 5 & 6, five (5) feet on each side. An easement was also obtained from owner of Lot #1, Block #4 of the same S/D to extend the sewer line to the main along Louise St. Easements descriptions were written without the benefit of property surveys, the result being that the sewer line was installed (by the City) about 15 feet West of the boundary between Lots 5 & 6 and 10 feet West of the easement area. Part of the problem was that the house on Lot #6 was built to the West property line as shown in a recent survey which was conducted for the current owner. The current easement for Lot No. 6 is described as going through the West 5 feet of the house.

Mr. Wade has requested a lot line adjustment between Lots 6 and 5, moving 8 feet of lot #5 to lot #6. Accordingly, the 5 foot W/S easement is to be vacated from both Lots 5 & 6. A larger easement (15-25 feet wide) was obtained from the owners of Lot #1. The actual line was installed across Lots 5 & 2 and not across Lots 6 and 1 as intended. Mr. Wade, owner of Lots 6, 5 & 2, has agreed to enter into another W/S easement across Lot #5, as well as Lot #2, which is to the North of Lot #5. This new easement will be 5 feet on both sides of the existing pipe centerline. This will put the pipe about 7-8 feet from the house on Lot #5, the easement being within 2 feet of the house. This vacation request includes Lot #1, Blk #4 W/S easement since no sewer line has ever been run through that property. The owners of Lot #1, Thomas Collins, et al, live in San Francisco, CA.

You will find herewith copies of the original W/S easements across Lots 6, 5 & 1, none of which saw any part of the installation. You will also find copies of the new easements across Lots 5 & 2, both owned by Lynn Wade and his sister who have agreed to enter into a 10 ft. wide easement across these properties. This vacation requests are made at the request of the City for the owners (Wade & Collins/Naidoff) since the line was never placed in the original easements area. #

Legal Descriptions for Easement Vacations

LOT #6: W/S Easement, Book 1283, Page 345

Property Description:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of the above described property.

LOT #5: W/S Easement Book 1283, Page 346

Property Description:

Lot 5, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of the above described property.

Lot #1: W/S Easement, Book 1283, Page 344

Property Description:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right of way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right of way of Louise Street to the Northwest corner of said Lot 1; thence South eighty seven (87) feet on the West property line of said Lot 1 to the point of beginning.

Property Ownership:

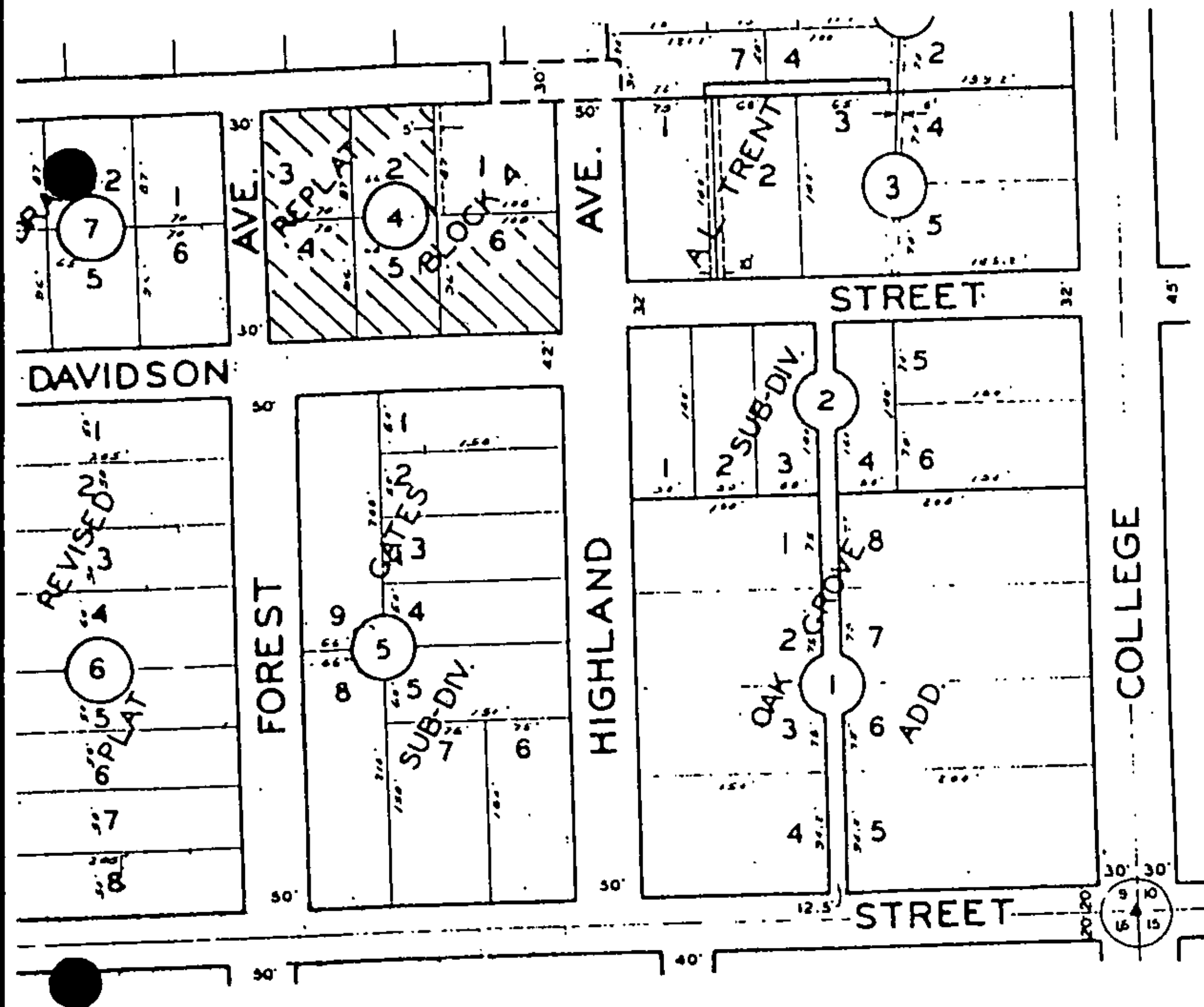
Lots 2 thru 6: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Lynn F. and Elaine B. Wade	and	Mary Sue Colwell
100 N. Sang Ave.		700 Overcrest
Fayetteville, AR 72701		Fayetteville, AR 72703
(501)521-0848		521-6707

Lynn F. Wade, Attorney
20 East center St.
Fayetteville, AR 521-1411

Lot #1: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Thomas W. Collins; Elizabeth Penick Collins Naidoff
1526 Franklin St., # 206
San Francisco, CA 94109



ER: LYNN WADE

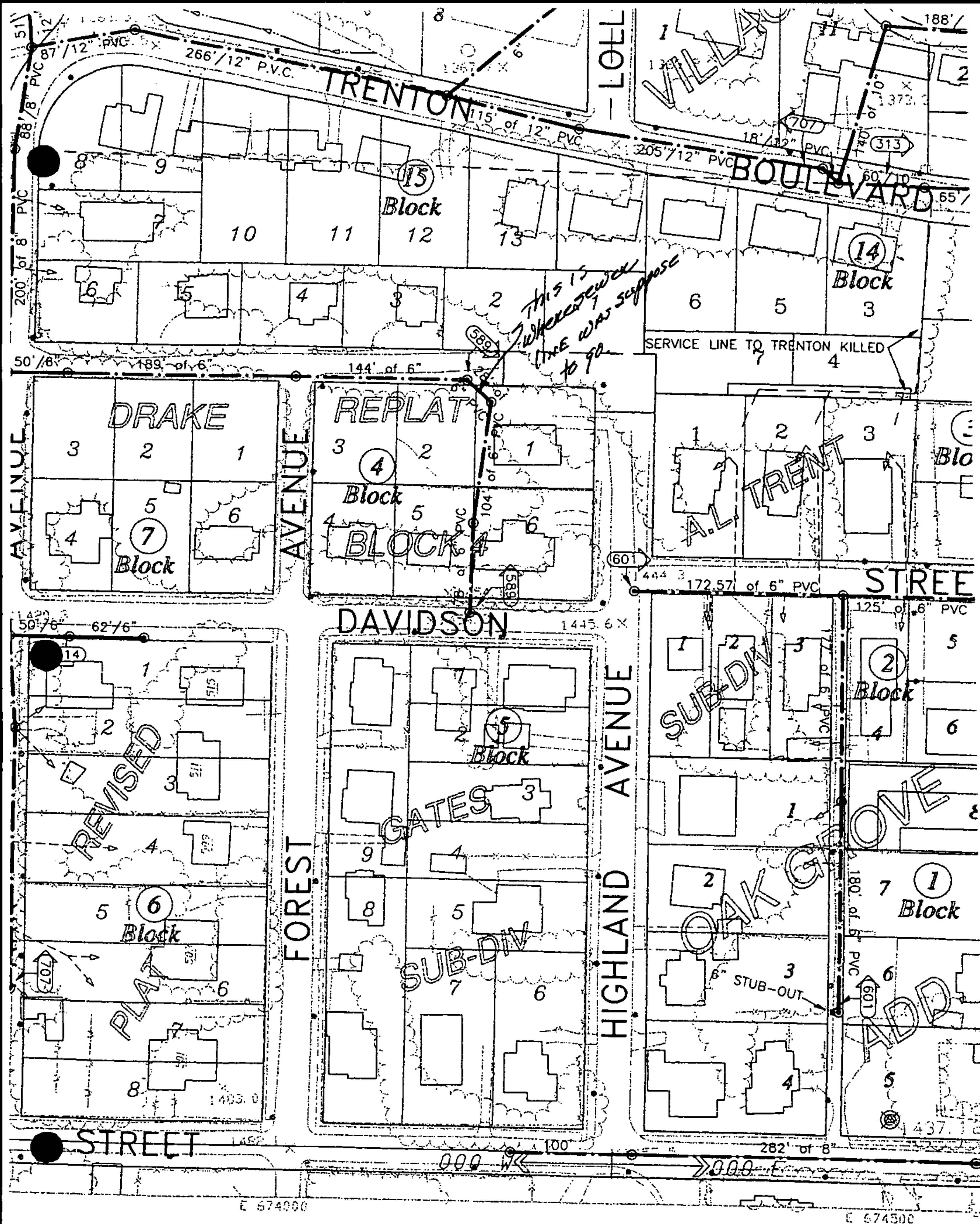
ESS: 601 N. HIGHLAND AVENUE
114 DAVIDSON STREET
116 DAVIDSON STREET

LEGEND

- FOUND IRON PIN
- ⊙ FOUND PIPE
- CONCRETE MONUMENT
- ⊙ FOUND R.R. SPIKE
- SET IRON PIN
- ⊕ COTTON SPINDLE
- + COMPUTED CORNER
- Δ R/W MON.
- X CHISLED "X"

Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND
SURVEYORS

NAME	WASHINGTON COUNTY ABSTRACT /PG. 445	
CITY	FAYETTEVILLE	COUNTY WASHINGTON
STATE	ARKANSAS	DATE AUGUST 16, 1999
SCALE	1" = 20'	JOB NO. 99323



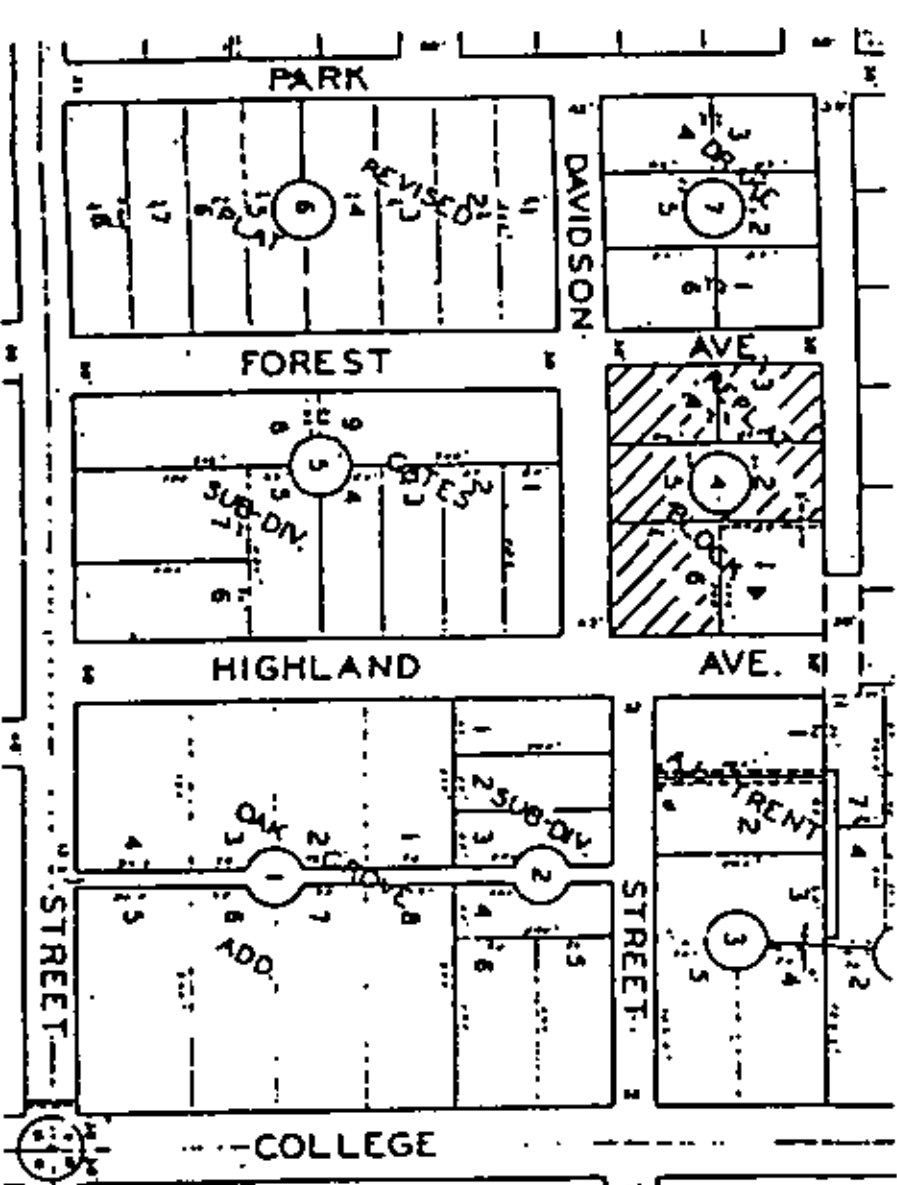
LOT LINE ADJUSTMENT

RECORD DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ADJUSTED DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ALSO,
LOT NUMBERED FIVE (5), LESS AND EXCEPT EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE THEREOF, IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

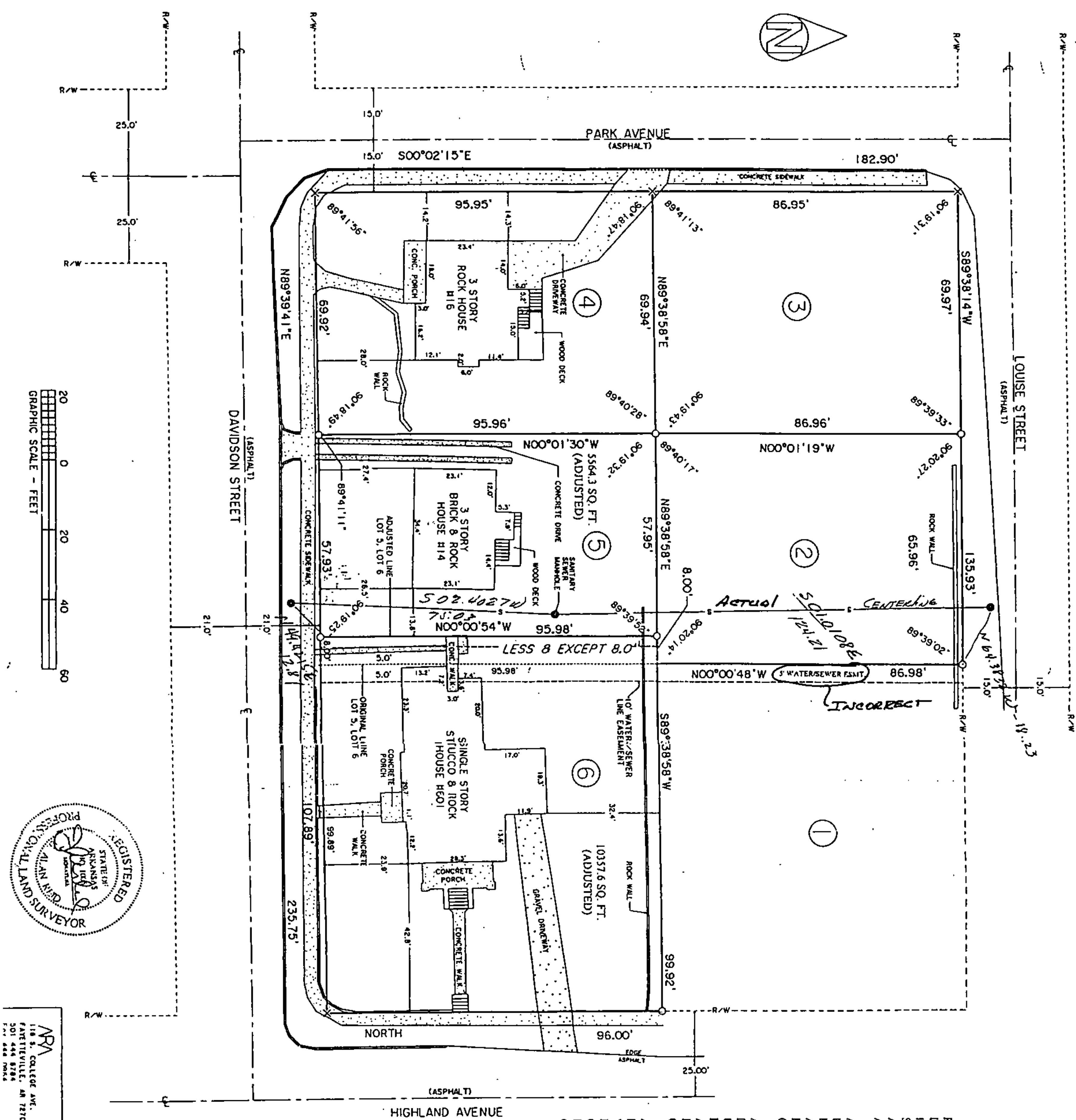
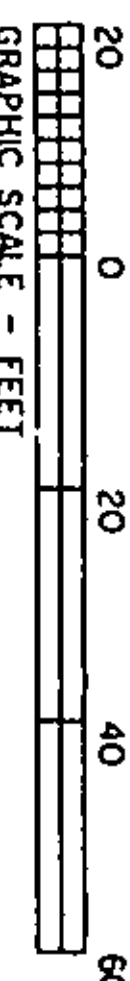
ALSO,
LOT NUMBERED SIX (6), AND EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE OF LOT NUMBERED FIVE (5), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

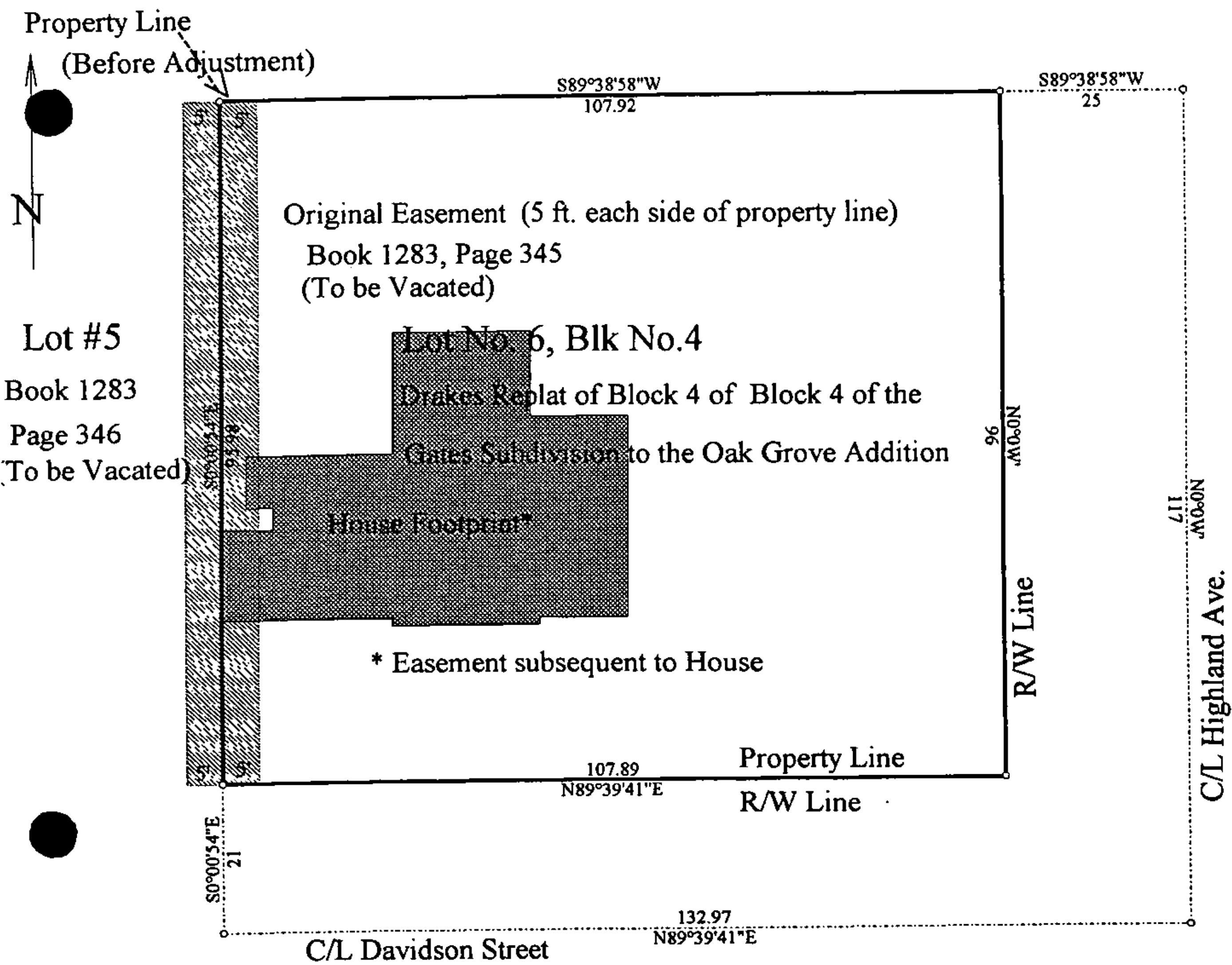


LEGEND

OWNER: LYNN WADE
ADDRESS: 601 N. HIGHLAND AVENUE
114 DAVIDSON STREET
116 DAVIDSON STREET

ARPA	
118 S. COLLEGE AVE.	
FAYETTEVILLE, AR 72701	
201 444 8786	
FAX 444 8806	
Alon Reid	
B. ASSOCIATES	
PROFESSIONAL	
LAND SURVEYORS	
NAME	WASHINGTON COUNTY ABSTRACT /PG. 445
CITY	FAYETTEVILLE
STATE	ARKANSAS
DATE	AUGUST 16, 1999
SCALE	1" = 20'
JOB NO.	00193





Title: Lot #6, Blk #4, Drakes Replat Blk 4, Gates S/D, Davidson St.

Date: 08-18-1999

Scale: 1 inch = 24 feet

File: LWADE-06.DES

Tract 1: 0.238 Acres: 10358 Sq Feet: 962.3 Sq Meters: No significant closure error. : Perimeter = 408 feet
Tract 2: 0.119 Acres: 5192 Sq Feet: 482.4 Sq Meters: No significant closure error. : Perimeter = 500 feet
Tract 3: 0.022 Acres: 960 Sq Feet: 89.2 Sq Meters: No significant closure error. : Perimeter = 212 feet
Tract 4: 0.039 Acres: 1679 Sq Feet: 155.9 Sq Meters: No significant closure error. : Perimeter = 202 feet

001=N89.3941E 107.89	014=n89.3941e 5.00	027=S89.3858W 13.6
002=N0.0W 96	015=n00.0054w 95.98	028=N0.0W 11.9
003=S89.3858W 107.92	016=s89.3858w 10.00	029=S89.3858W 19.3
004=S0.0054E 95.98	017=s00.0054e 95.98	030=S0.0E 17
005=@3	018=n89.3941e 5.00	031=S89.3858W 20
006=/N89.3858E 25	019=@1	032=S0.0054E 7.4
007=S89.3858W 25	020=/N0.0054W 23.2	033=N89.3858E 3.6
008=**S0.0E 96	021=N89.3941E 23.3	034=S00.0054E 3.0
009=**S89.3941W 107.98	022=S0.0054E 1.1	035=S89.3941W 6.90
010=S0.0054E 21	023=N89.3941E 20.7	036=s00.0045w 12.79
011=N89.3941E 132.97	024=N0.0054W 1.1	
012=N0.0W 117	025=N89.3941E 12.2	
013=@1	026=N0.0W 28.3	

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

} KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar-----

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

Lynn F. Wade, Trustee of the N.F. Drake Trust

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines,

manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:
PROPERTY DESCRIPTION:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire West side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August

X Lynn F. Wade, Trustee
Lynn F. Wade, Trustee of the
N.F. Drake Trust

X Vera Drake Wade
Vera Drake Wade
X Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

LIBER 1283 PAGE 345

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Vera Drake Wade, Doris Drake Wigglesworth, Lynn F. Wade, Trustee of the N.F. Drake Trust, to me well known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the purpose therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 1988.

Freda M. Weber

CC: EUGI, PLANE, BIR, LYNN WADDE

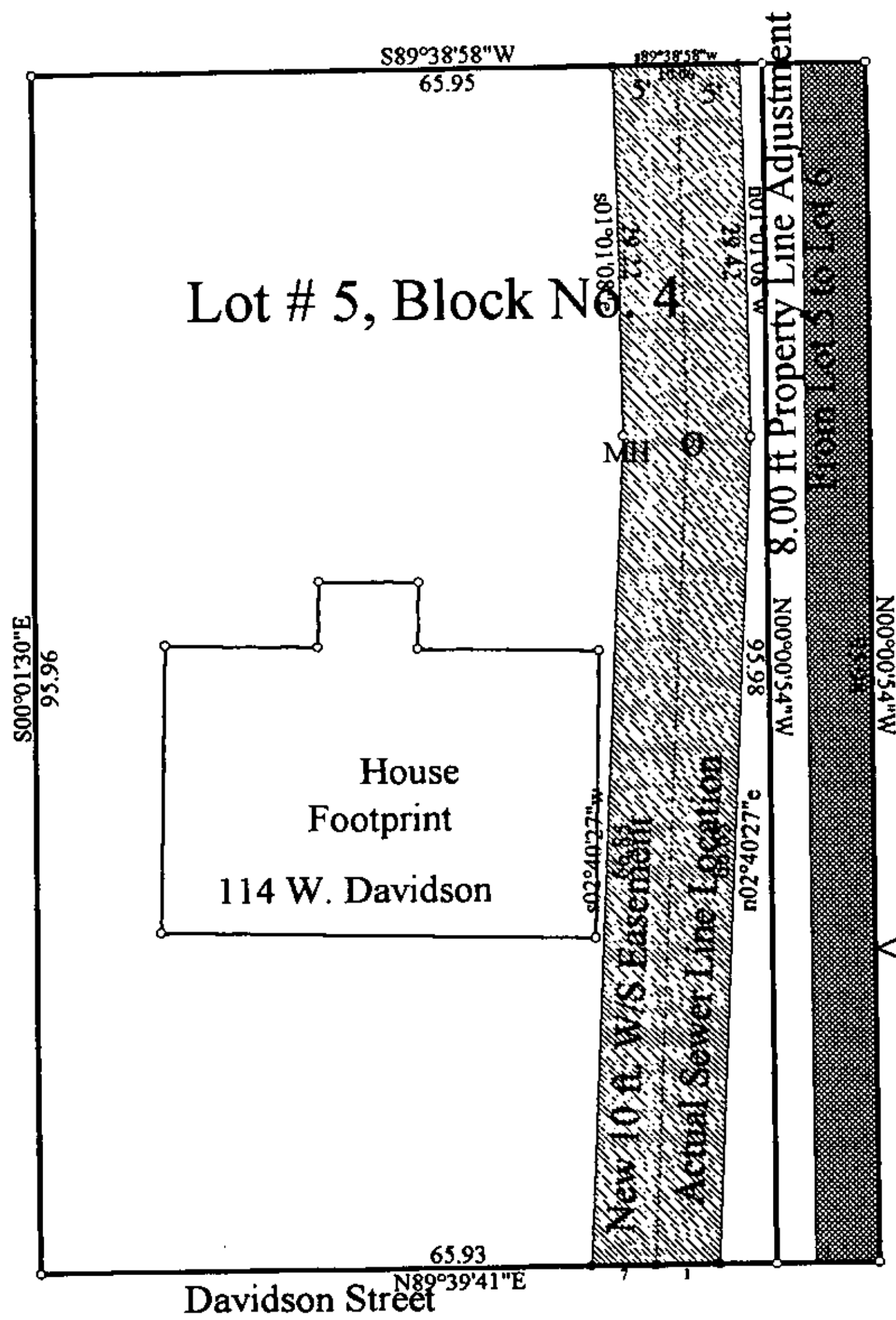
FILED FOR RECORD
AUG 22 1988
A. KELLMEYER
WASHINGTON TO AR

PB 445

PC July 1, 1988

LOT 6 BLOCK 4

RAKE REPLAT - GATES' SUBD / OAK GROVE ADDN.



5 ft. W/S Easement
to be Abandoned
Book 1283, Page 346

Data and Deed Call Listing of File: WADE-5A.DES

Tract 1: 0.145 Acres: 6328 Sq Feet: 587.9 Sq Meters: No significant closure error. : Perimeter = 324 feet
Tract 2: 0.018 Acres: 768 Sq Feet: 71.3 Sq Meters: No significant closure error. : Perimeter = 208 feet
Tract 3: 0.011 Acres: 480 Sq Feet: 44.6 Sq Meters: No significant closure error. : Perimeter = 202 feet
Tract 4: 0.019 Acres: 837 Sq Feet: 77.7 Sq Meters: No significant closure error. : Perimeter = 126 feet
Tract 5: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.3250w 96.03 feet: Precision =1/ 1: Perimeter = 96 feet
Tract 6: 0.022 Acres: 961 Sq Feet: 89.3 Sq Meters: No significant closure error. : Perimeter = 212 feet

001=N00.0054W 95.98
002=S89.3858W 65.95
003=S00.0130E 95.96
004=N89.3941E 65.93
005=@1PLA
006=S89.3941W 8.00
007=N00.0054W 95.98
008=N89.3858E 8.00
009=**S00.0054E 95.98
010=@1Original Easement
011=S89.3941W 5.00
012=N00.0054W 95.98
013=N89.3858E 5.00
014=s00.0054e 95.98
015=@1 Lot 5 House
016=/S89.3858W 21.801
017=/N00.0054W 26.5
018=N88.5024W 34.4
019=N01.0936E 23.1
020=S88.5024E 12.0
021=N01.0936E 5.3
022=S88.5024E 7.9
023=S01.0936W 5.3
024=S88.5024E 14.5
025=S01.0936W 23.1
026=@1 New Easement Lot 5
027=/S89.3941W 8.00
028=/S89.3941W 9.43
029=N02.4027E 66.75
030=N01.0108W 29.32
031=@1 New Esmt Area Lot 5
032=/S89.3941W 8.00
033=/S89.3941W 9.43
034=n89.3941e 5.01
035=n02.4027e 66.65
036=n01.0108w 29.42
037=s89.3858w 10.00
038=s01.0108e 29.22
039=s02.4027w 66.85
040=n89.3941e 5.01

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of ... One Dollar

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

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

PROPERTY DESCRIPTION:

Lot 5 Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire East side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August, 1988.

X Lynn F. Wade Trustee
Lynn F. Wade, Trustee of the N.F.
Drake Trust

X Vera Drake Wade
Vera Drake Wade
X Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

LIBER 1283 PAGE 346

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Lynn F. Wade, Trustee of the N.F. Drake Trust known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 1988.

Frederick M. Wheeler
Notary Public

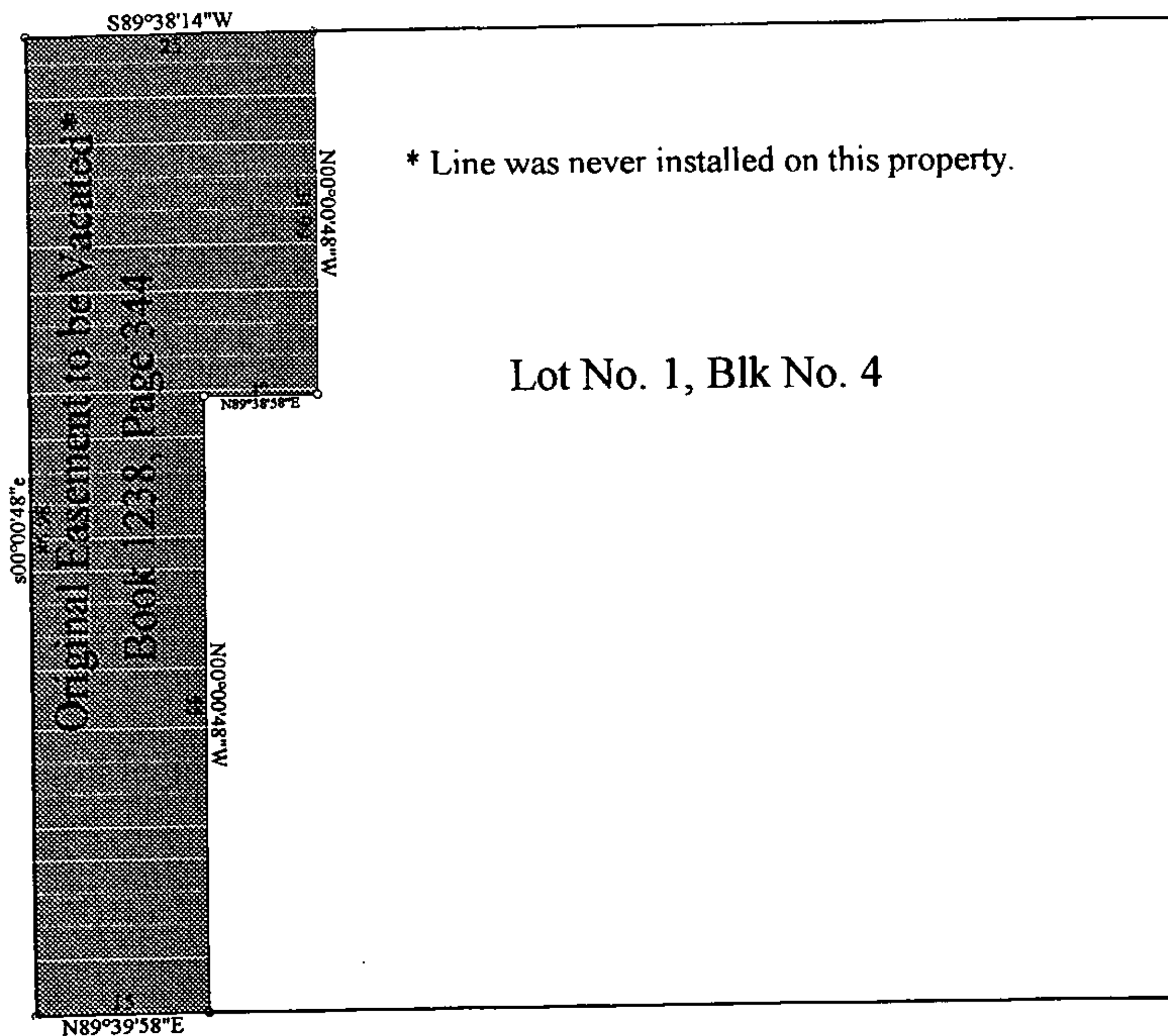
DRAKE REPLAT - GATES' SUBD. / OAK GROVE ADDN. LOT 5 BLOCK 4

FILED FOR RECORD
AUG 22 AM 9 45
WASHINGTON CO AR
A. KOLLMAYER

OWN N3/4, E1/2, S1/2, L1/2, L1/2, L1/2

PK 415

Louise Street



* Line was never installed on this property.

Lot No. 1, Blk No. 4

Title: Lot No. 1, Blk No. 4, Highland Ave., Elizabeth Naidoff

Date: 08-24-1999

Scale: 1 inch = 18 feet

File: WADE-1SV.DES

Tract 1: 0.200 Acres: 8693 Sq Feet: 807.6 Sq Meters: No significant closure error. : Perimeter = 374 feet

Tract 2: 0.037 Acres: 1625 Sq Feet: 150.9 Sq Meters: No significant closure error. : Perimeter = 224 feet

001=N00.0048W 86.98

005=@1

009=N00.0048W 31.99

002=N89.3814E 99.95

006=N89.3958E 15

010=S89.3814W 25

003=S00.0023W 87.00

007=N00.0048W 55

011=s00.0048e 86.98

004=S89.3858W 99.92

008=N89.3858E 10

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar-----

and other valuable considerations to the undersigned, Elizabeth Penick Collins Naidoff,

surviving joint tenant

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines,

manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

PROPERTY DESCRIPTION:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right-of-way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right-of-way of Louise Street to the Northwest corner of said Lot 1; thence South eighty-seven (87) feet on the West property line of said Lot 1 to the point of beginning.

A Temporary Construction Easement described as beginning at the Southwest corner of said Lot 1, thence East twenty-five (25) feet; thence North forty-seven (47) feet; thence East fifteen (15) feet; thence North forty (40) feet; thence West forty (40) feet; thence South eighty-seven (87) feet to the point of beginning less and except any part within five (5) feet of a permanent building.

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

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

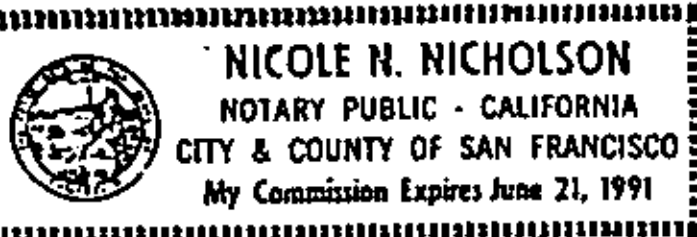
The Grantor agrees not to erect any buildings or structures in said right of way other than fences and said fences shall not exceed six (6) feet in height.

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

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

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

WITNESS the execution hereof this the 15 day of August, 1988



Elizabeth Penick Collins Naidoff

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

LIBER 1283 PAGE 344

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Elizabeth Penick Collins Naidoff, to me well

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

WITNESS my hand and seal on this 15 day of August, 1988

1-71-91

[Signature]

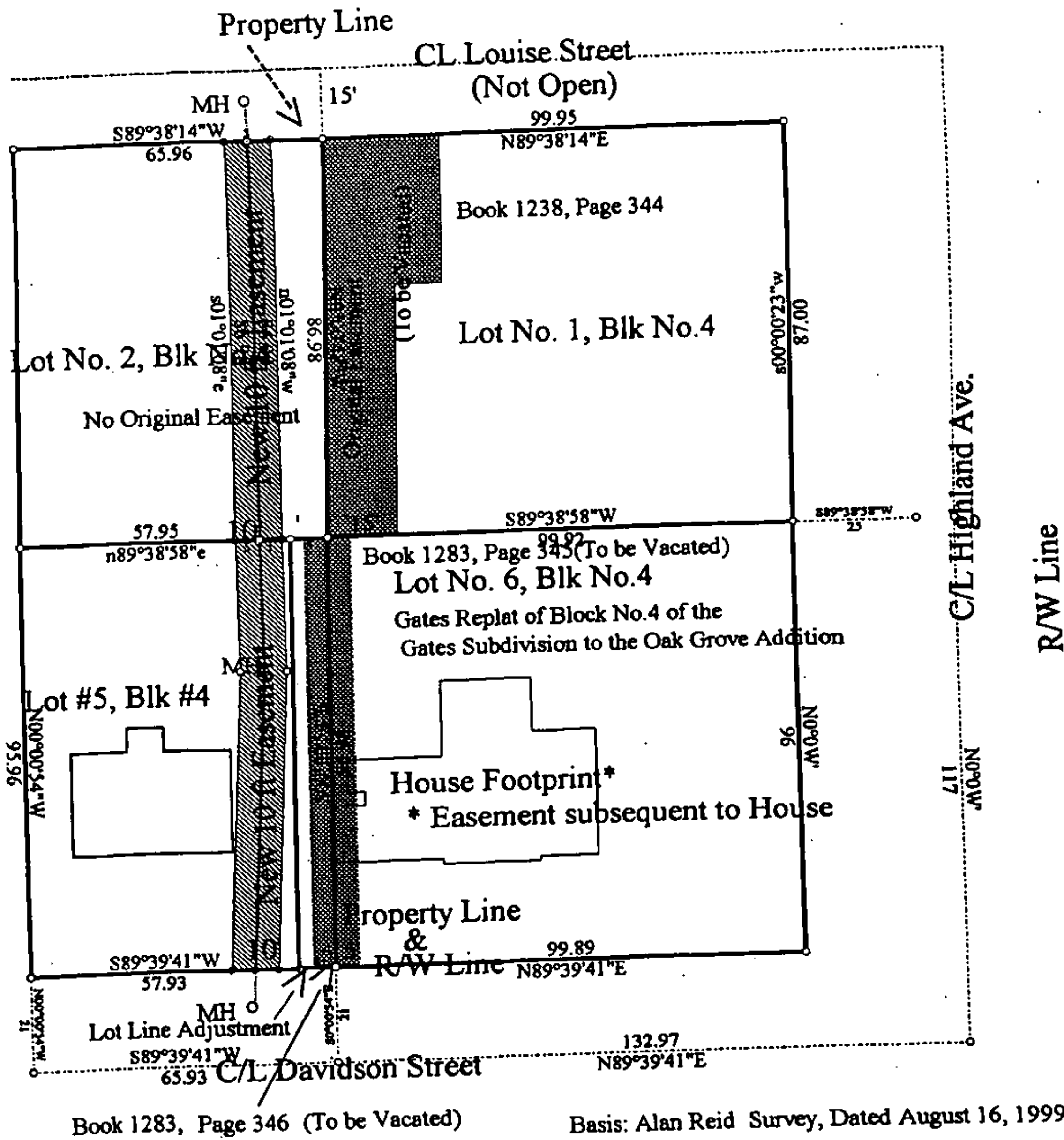
PR 443

cc: Paul, Eng, etc.

FILED FOR RECORD
WASHINGTON
A. KOLMEYER
38 AUG 27 AM 45

LOT 1, BLOCK 4
SUBD/OAK GROVE ADDN.
GATES' - DRACE REPLAT

Original Easement



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 5 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 5 of Block 4, said point being North 89° 39' 41" East 48.50 feet from the Southwest corner of said Lot 5; thence North 02° 40' 27" East 66.75 feet to a sanitary sewer manhole; thence North 01° 01' 08" West 29.32 feet to the North line of said Lot 5 and the end of this easement, said point being North 89° 38' 58" East 51.14 feet from the Northwest corner of said Lot 5, containing 961 square feet (0.022 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 2 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 2 of Block 4, said point being North 89° 38' 58" East 51.14 feet from an iron pin at the Southwest corner of said Lot 2; thence North 01° 01' 08" West 86.98 feet to the North line of said Lot 2 and the end of this easement, said point being North 89° 38' 14" East 49.63 feet from an iron pin at the Northwest corner of said Lot 2, containing 870 square feet (0.020 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

FAYETTEVILLE

CITY OF FAYETTEVILLE, ARKANSAS

August 26, 1999

Mr. Lynn F. Wade, Attorney
20 East Center Street
Fayetteville, AR 72701

RE: Water/Sewer Easement Vacation
Lots 1, 5 & 6, Block 4 of Drakes Replat
of Block 4 Gates Subdivision of Oak Grove Addition
Replacement Easements

Dear Mr. Wade:

The City staff has decided not to submit the request for vacation of the 1988 Water/Sewer easements across the subject lots to the Fayetteville Planning Commission and to submit the request directly to the Fayetteville City Council for the meeting of September 21, 1999. It is noted that Lot #1, belonging to Elizabeth Penick Collins Naidoff, is also included in this vacation request.

Since these easements are for City Water/Sewer usage alone and the vacation will affect no other parties except for yourselves and Ms. Naidoff, it was decided to go directly to the Council for vacation. The one contingency to this approach is that we have executed permanent easements in hand prior to the vote on this vacation ordinance.

Please find herewith execution originals of a Water/Sewer Easement, each for Lot No. 5 and Lot No. 2, being 5 feet on both sides of the centerline of the sewer line as constructed and surveyed by Alan Reid and Associates. Please have your wife and your sister, as well as yourself, sign these easements, have the documents notarized, and returned to this office so that we can show evidence in the final information package to the City Council. The new easements will not be filed with the Washington County Circuit Clerk until after approval of the vacation is passed by the Council.

If you have any questions, please do not hesitate to give me a call at 444-3415.

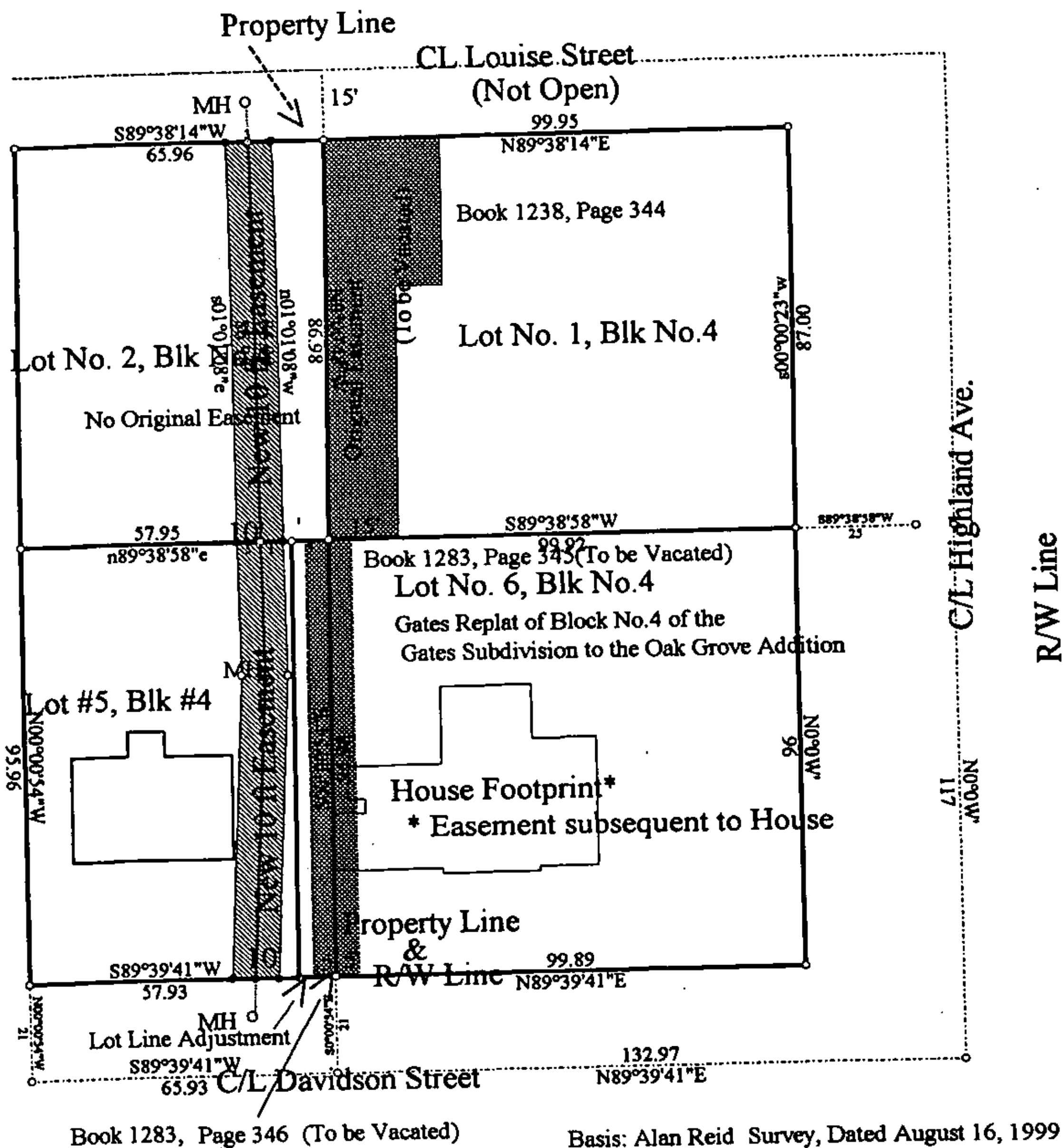
Sincerely yours,


Edward D. Connell
City Land Agent

Enclosures

\edc

Original Easement



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 5 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 5 of Block 4, said point being North 89° 39' 41" East 48.50 feet from the Southwest corner of said Lot 5; thence North 02° 40' 27" East 66.75 feet to a sanitary sewer manhole; thence North 01° 01' 08" West 29.32 feet to the North line of said Lot 5 and the end of this easement, said point being North 89° 38' 58" East 51.14 feet from the Northwest corner of said Lot 5, containing 961 square feet (0.022 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

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 **Lynn F. Wade and Elaine B. Wade**, husband and wife, and **Mary Sue Colwell**, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 2 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 2 of Block 4, said point being North 89° 38' 58" East 51.14 feet from an iron pin at the Southwest corner of said Lot 2; thence North 01° 01' 08" West 86.98 feet to the North line of said Lot 2 and the end of this easement, said point being North 89° 38' 14" East 49.63 feet from an iron pin at the Northwest corner of said Lot 2, containing 870 square feet (0.020 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

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

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

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

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

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 Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:

STAFF REVIEW FORM

 X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

for the Fayetteville City Council meeting of Sept. 21, 1999

FROM:

Ed Connell  Engineering Public Works
Name Division Department

ACTION REQUIRED: Passage of an Ordinance vacating three 1988 Water/Sewer Easements across Lots 1, 5 & 6, all in Block 4 of Drakes Replat of Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville. The vacated easements will be replaced with new easements associated with the actual line location.

COST TO CITY:

<u>\$ None</u> Cost of this Request	<u>\$ None</u> Category/Project Budget	<u>None</u> Category/Project Name
--	---	--------------------------------------

<u>NA</u>	<u>\$ NA</u>	<u>NA</u>
Account Number	Funds Used To Date	Program Name

NA	\$ NA	
Project Number	Remaining Balance	Fund

BUDGET REVIEW: No 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: These easements are not being utilized by City Water/Sewer since the sewer line, that was installed, was West of the easement areas. These vacations are conditional upon execution of new easements across Lots 5 & 2 by the property owner, Lynn Wade et al.

Jim Beaton 8-27-99 Cross Reference

Department Director _____ Date _____

Administrative Services Director _____ Date _____ Prev Ord/Res #: _____

Mayor Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description Vacation of 1998 W/S easements across Lots 1.5 & 6 Blk 4. Drakes replat Blk 4 Gates S/D. Oak Grove Addition

Meeting Date September 27, 1999

Comments:	Reference Comments:
Budget Coordinator	
Accounting Manager	
City Attorney	
Purchasing Officer	
ADA Coordinator	
Internal Auditor	

DEPARTMENTAL CORRESPONDENCE

DATE: August 25, 1999

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor
Charles Venable, Public Works Director
Jim Beavers, City Engineer
Tim Conklin, City Planner

FROM Ed Connell, Land Agent *EC*

RE: Water/Sewer Easement Vacation
Lots #1, 5 & 6, Block 4 Drake Replat of Blk #4, Gates S/D of Oak Grove Add.
Properties owned by Elizabeth Penick Collins Naidoff and Thomas W. Collins
(Lot #1): Lynn F. Wade and Mary Sue Colwell (Lots 5 & 6)

In 1988, the City of Fayetteville installed a new 6" sanitary sewer from Davidson Street to Louise Street, West of Highland Avenue. At that point in time, easements were obtained on the common property line between Lots 5 & 6, five (5) feet on each side. An easement was also obtained from owner of Lot #1, Block #4 of the same S/D to extend the sewer line to the main along Louise St. Easements descriptions were written without the benefit of property surveys, the result being that the sewer line was installed (by the City) about 15 feet West of the boundary between Lots 5 & 6 and 10 feet West of the easement area. Part of the problem was that the house on Lot #6 was built to the West property line as shown in a recent survey which was conducted for the current owner. The current easement for Lot No. 6 is described as going through the West 5 feet of the house.

Mr. Wade has requested a lot line adjustment between Lots 6 and 5, moving 8 feet of lot #5 to lot #6. Accordingly, the 5 foot W/S easement is to be vacated from both Lots 5 & 6. A larger easement (15-25 feet wide) was obtained from the owners of Lot #1. The actual line was installed across Lots 5 & 2 and not across Lots 6 and 1 as intended. Mr. Wade, owner of Lots 6, 5 & 2, has agreed to enter into another W/S easement across Lot #5, as well as Lot #2, which is to the North of Lot #5. This new easement will be 5 feet on both sides of the existing pipe centerline. This will put the pipe about 7-8 feet from the house on Lot #5, the easement being within 2 feet of the house. This vacation request includes Lot #1, Blk #4 W/S easement since no sewer line has ever been run through that property. The owners of Lot #1, Thomas Collins, et al, live in San Francisco, CA.

You will find herewith copies of the original W/S easements across Lots 6, 5 & 1, none of which saw any part of the installation. You will also find copies of the new easements across Lots 5 & 6 both owned by Lynn Wade and his sister who have agreed to enter into a 10 ft. wide easement across these properties. This vacation requests are made at the request of the City for the owners (Wade & Collins/Naidoff) since the line was never placed in the original easements area. #

Legal Descriptions for Easement Vacations

LOT #6: W/S Easement, Book 1283, Page 345

Property Description:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of the above described property.

LOT #5: W/S Easement Book 1283, Page 346

Property Description:

Lot 5, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of the above described property.

Lot #1: W/S Easement, Book 1283, Page 344

Property Description:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

Permanent Easement Description:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right of way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right of way of Louise Street to the Northwest corner of said Lot 1; thence South eighty seven (87) feet on the West property line of said Lot 1 to the point of beginning.

Property Ownership:

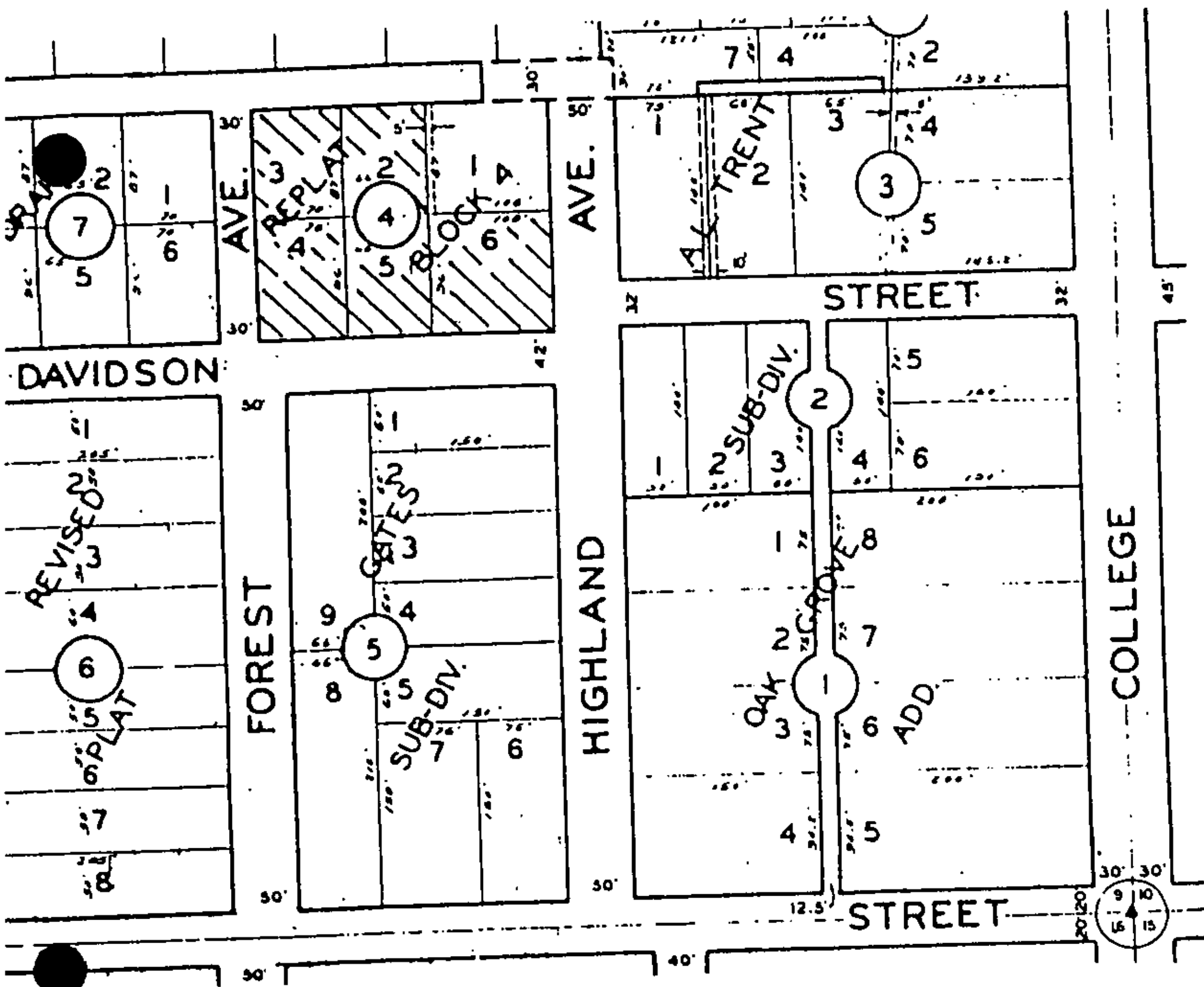
Lots 2 thru 6: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Lynn F. and Elaine B. Wade	and	Mary Sue Colwell
100 N. Sang Ave.		700 Overcrest
Fayetteville, AR 72701		Fayetteville, AR 72703
(501)521-0848		521-6707

Lynn F. Wade, Attorney
20 East center St.
Fayetteville, AR 521-1411

Lot #1: Drakes Replat of Block 4 of Block 4 Gates Subdivision of Oak Grove Addition

Thomas W. Collins; Elizabeth Penick Collins Naidoff
1526 Franklin St., # 206
San Francisco, CA 94109

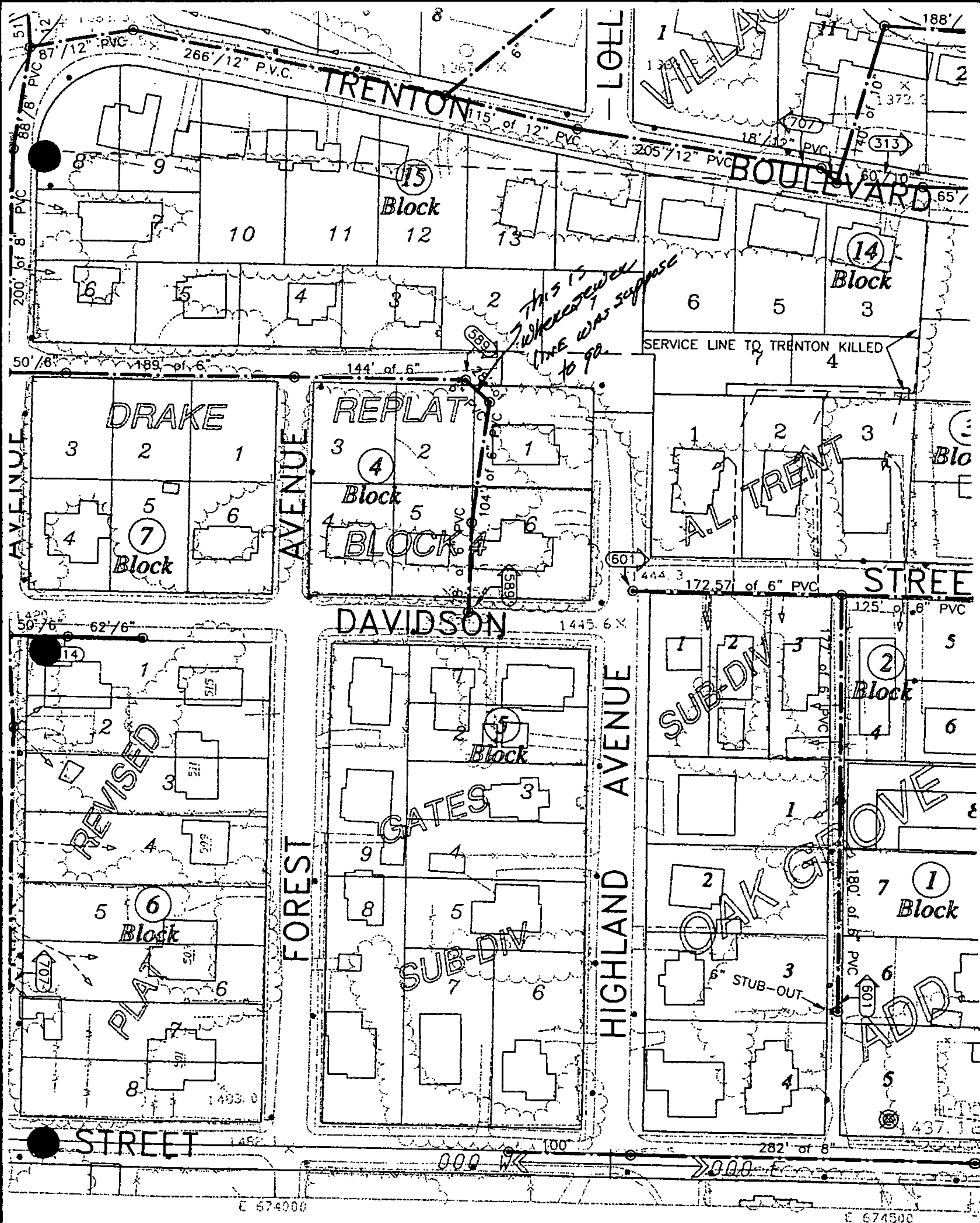


MR: LYNN WADE

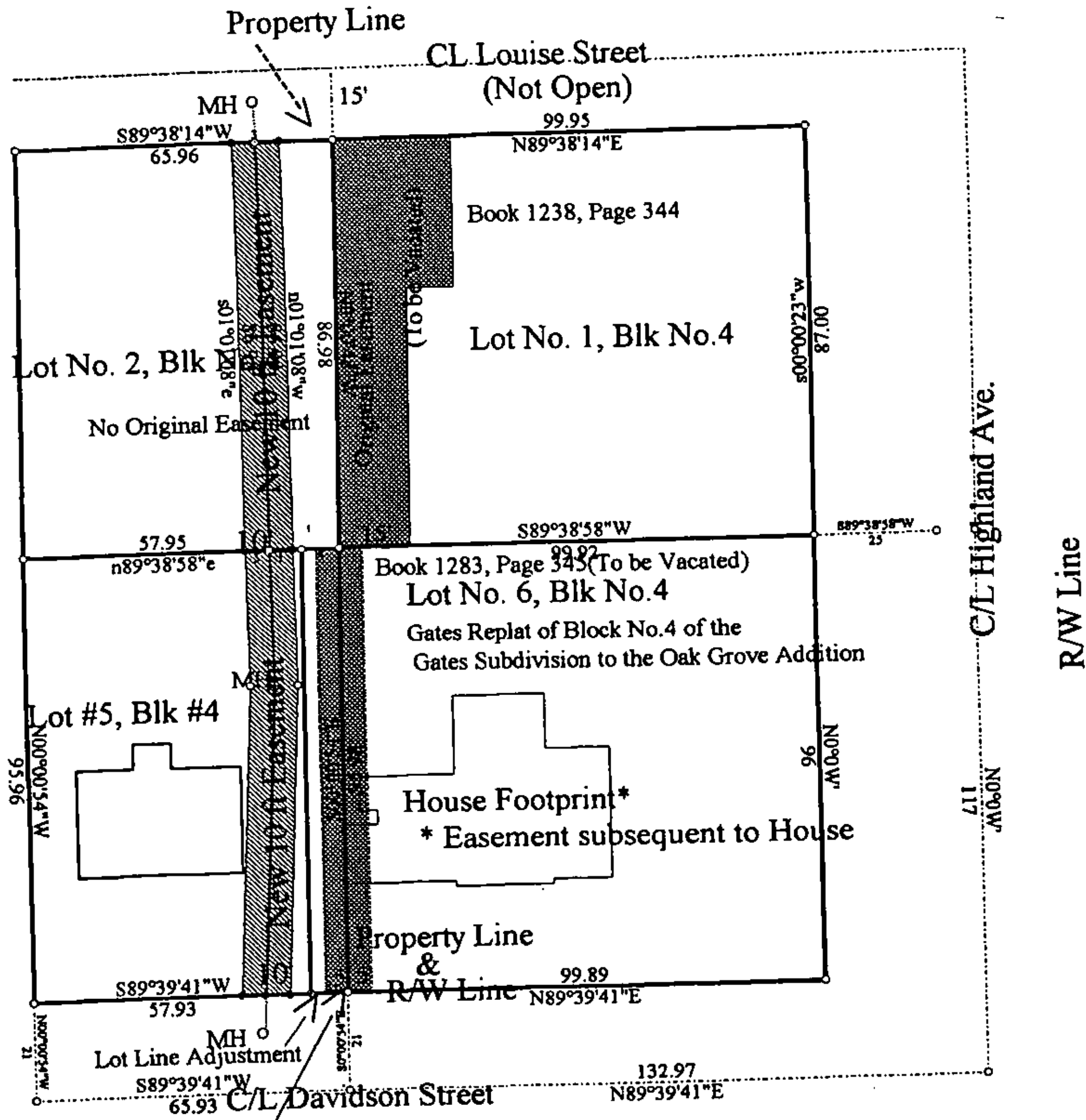
LESS: 601 N. HIGHLAND AVENUE
 114 DAVIDSON STREET
 116 DAVIDSON STREET

LEGEND	
●	FOUND IRON PIN
⊙	FOUND PIPE
□	CONCRETE MONUMENT
⊕	FOUND R.R. SPIKE
○	SET IRON PIN
⊕	COTTON SPINDLE
+	COMPUTED CORNER
Δ	R/W MON.
X	CHISLED "X"

Alan Reid & ASSOCIATES PROFESSIONAL LAND SURVEYORS	NAME WASHINGTON COUNTY ABSTRACT /PG. 445	
	CITY FAYETTEVILLE	COUNTY WASHINGTON
	STATE ARKANSAS	DATE AUGUST 16, 1999
	SCALE 1" = 20'	JOB NO. 99323



Original Easement



Book 1283, Page 346 (To be Vacated)

Basis: Alan Reid Survey, Dated August 16, 1999

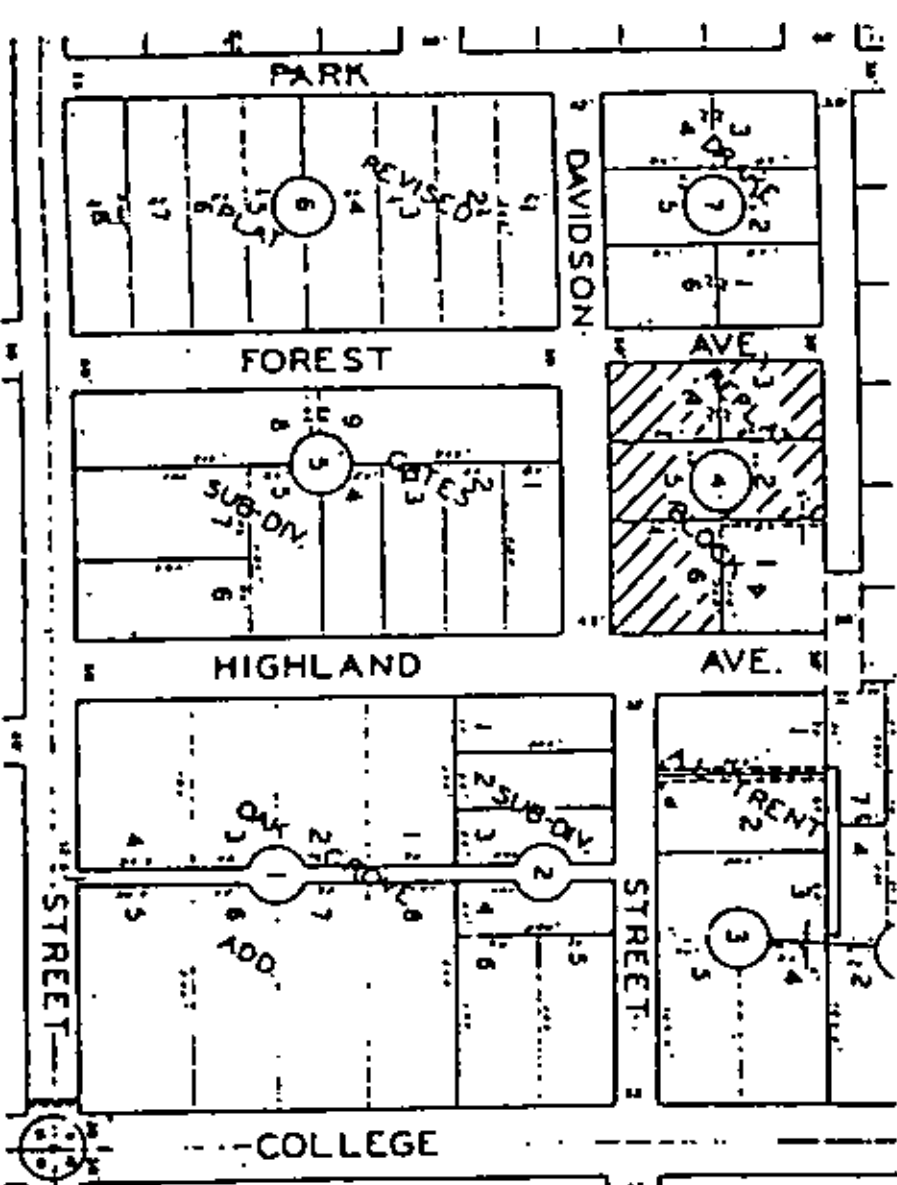
LOT LINE ADJUSTMENT

RECORD DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), FIVE (5) AND SIX (6), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ADJUSTED DESCRIPTION
LOTS NUMBERED TWO (2), THREE (3), FOUR (4), IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

ALSO,
LOT NUMBERED FIVE (5), LESS AND EXCEPT EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE THEREOF, IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

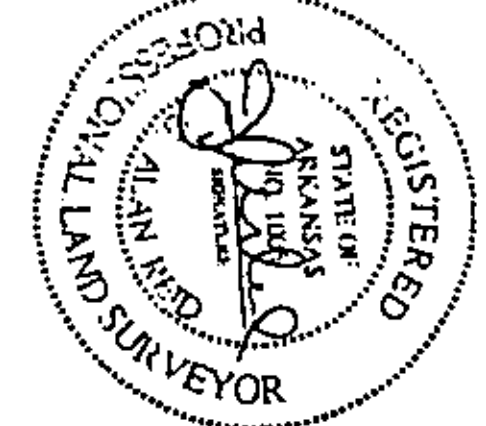
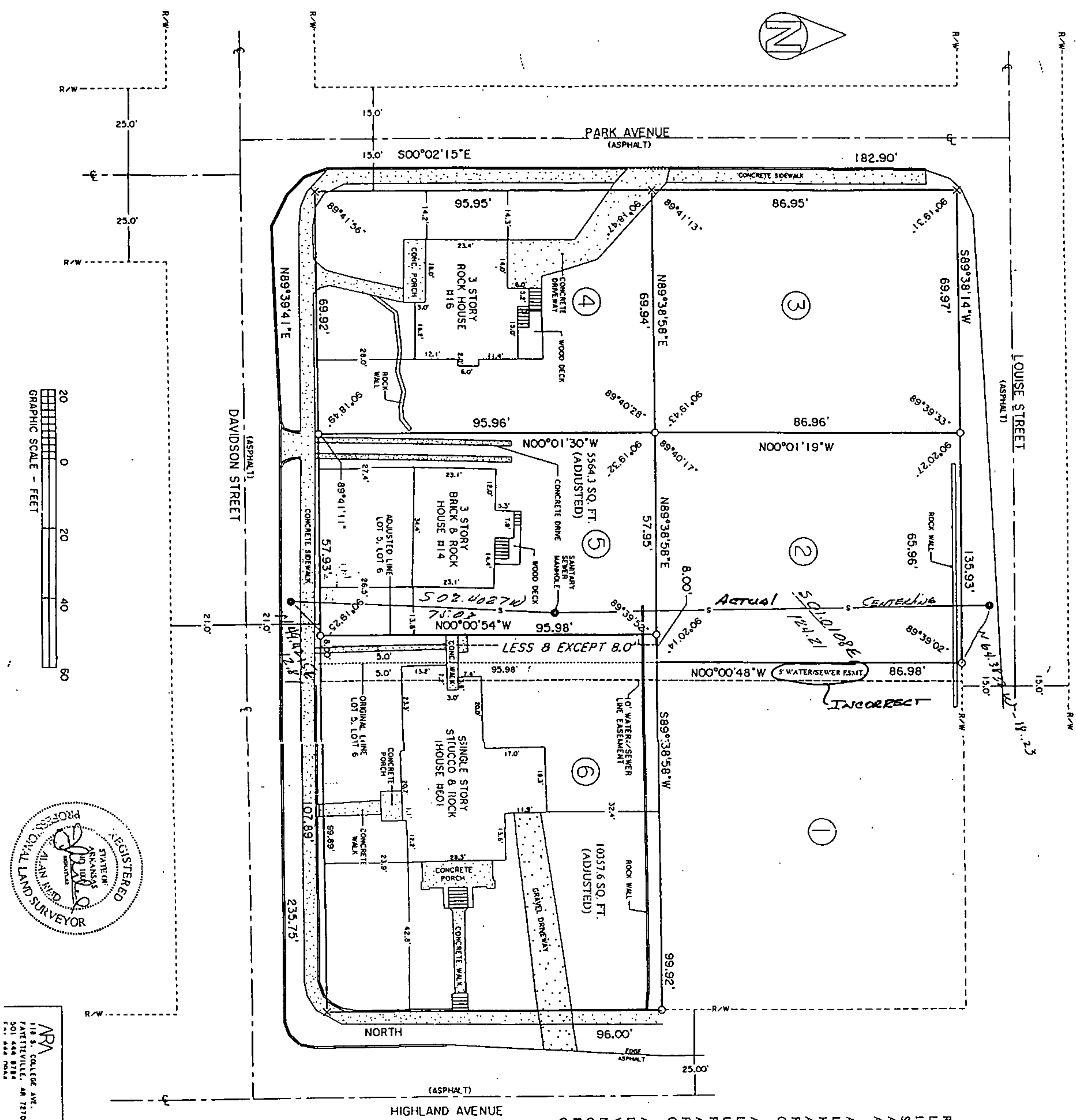
ALSO,
LOT NUMBERED SIX (6), AND EIGHT (8) FEET OF EQUAL AND UNIFORM WIDTH OFF THE EAST SIDE OF LOT NUMBERED FIVE (5), ALL IN BLOCK NUMBERED FOUR (4), DRAKES REVISED PLAT OF GATES SUBDIVISION OF OAK GROVE ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS.

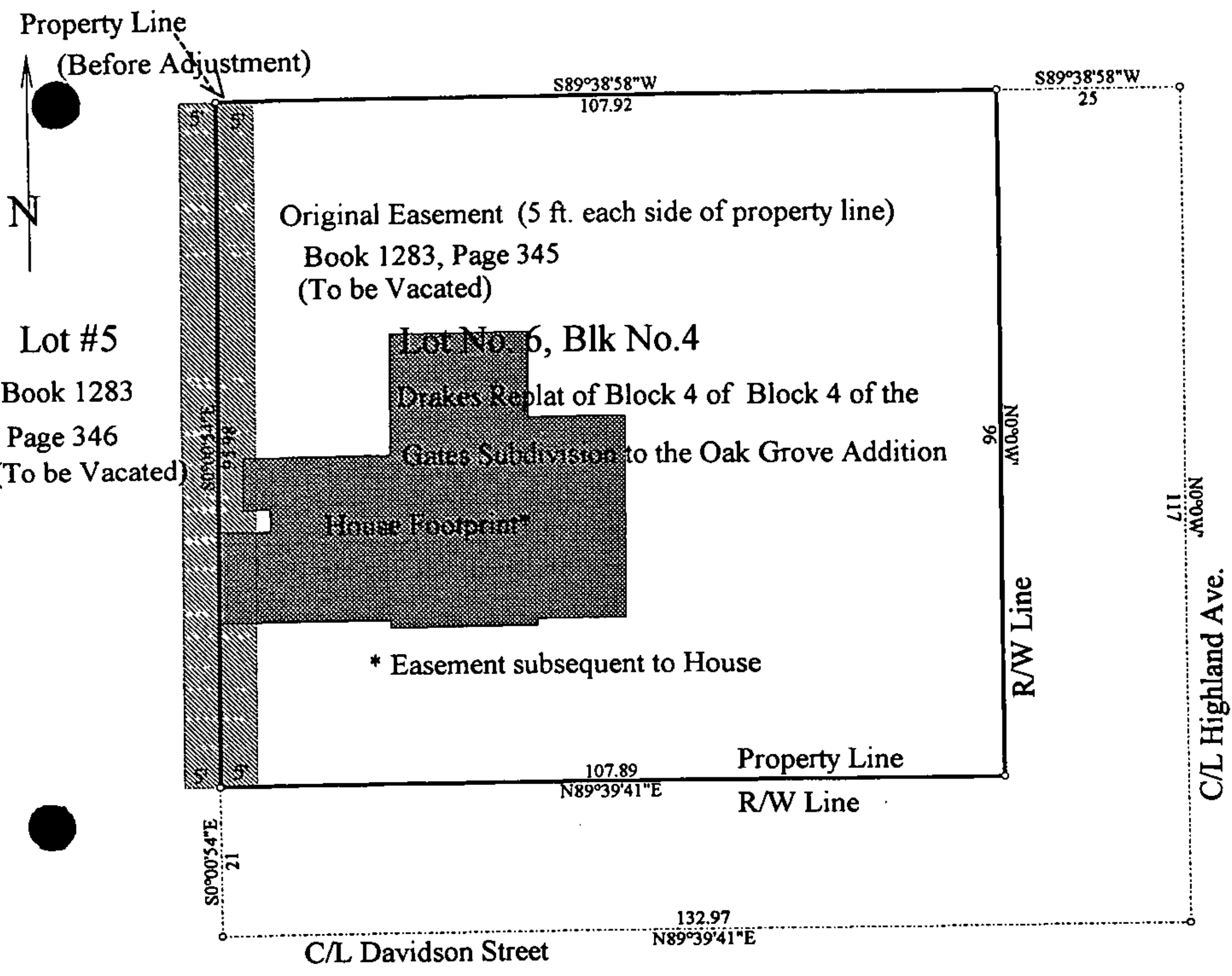


LEGEND

OWNER: LYNN WADE
ADDRESS: 601 N. HIGHLAND AVENUE
114 DAVIDSON STREET
116 DAVIDSON STREET

APR 118 S. COLLEGE AVE. FAYETTEVILLE, AR 72701 501 444 8784 FAX 444 8844	
Alon Reid & Associates, Professional Surveyors	REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF ARKANSAS
NAME: WASHINGTON COUNTY ABSTRACT PG. 445	CITY: FAYETTEVILLE
STATE: ARKANSAS	COUNTY: WASHINGTON
DATE: AUGUST 16, 1999	SCALE: 1" = 20'
JOB NO. 00373	





Title: Lot #6, Blk #4, Drakes Replat Blk 4, Gates S/D,Davidson St.		Date: 08-18-1999
Scale: 1 inch = 24 feet	File: LWADE-06.DES	
Tract 1: 0.238 Acres: 10358 Sq Feet: 962.3 Sq Meters: No significant closure error. : Perimeter = 408 feet		
Tract 2: 0.119 Acres: 5192 Sq Feet: 482.4 Sq Meters: No significant closure error. : Perimeter = 500 feet		
Tract 3: 0.022 Acres: 960 Sq Feet: 89.2 Sq Meters: No significant closure error. : Perimeter = 212 feet		
Tract 4: 0.039 Acres: 1679 Sq Feet: 155.9 Sq Meters: No significant closure error. : Perimeter = 202 feet		
001=N89.3941E 107.89	014=n89.3941e 5.00	027=S89.3858W 13.6
002=N0.0W 96	015=n00.0054w 95.98	028=N0.0W 11.9
003=S89.3858W 107.92	016=s89.3858w 10.00	029=S89.3858W 19.3
004=S0.0054E 95.98	017=s00.0054e 95.98	030=S0.0E 17
005=@3	018=n89.3941e 5.00	031=S89.3858W 20
006=/N89.3858E 25	019=@1	032=S0.0054E 7.4
007=S89.3858W 25	020=/N0.0054W 23.2	033=N89.3858E 3.6
008=**S0.0E 96	021=N89.3941E 23.3	034=S00.0054E 3.0
009=**S89.3941W 107.98	022=S0.0054E 1.1	035=S89.3941W 6.90
010=S0.0054E 21	023=N89.3941E 20.7	036=s00.0045w 12.79
011=N89.3941E 132.97	024=N0.0054W 1.1	
012=N0.0W 117	025=N89.3941E 12.2	
013=@1	026=N0.0W 28.3	

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

} KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar-----

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

Lynn F. Wade, Trustee of the N.F. Drake Trust

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines,

... manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:
PROPERTY DESCRIPTION:

Lot 6, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire West side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire West side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August

X Lynn F. Wade, Trustee
Lynn F. Wade, Trustee of the
N.F. Drake Trust

X Vera Drake Wade
Vera Drake Wade
X Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

LIBER 1283 PAGE 345

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Lynn F. Wade, Trustee of the N.F. Drake Trust, to me well known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the purposes and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 1988.

Freda M. Wheeler

FILED FOR RECORD
AUG 22 AM 9
WASHINGTON
A. KELLMEYER

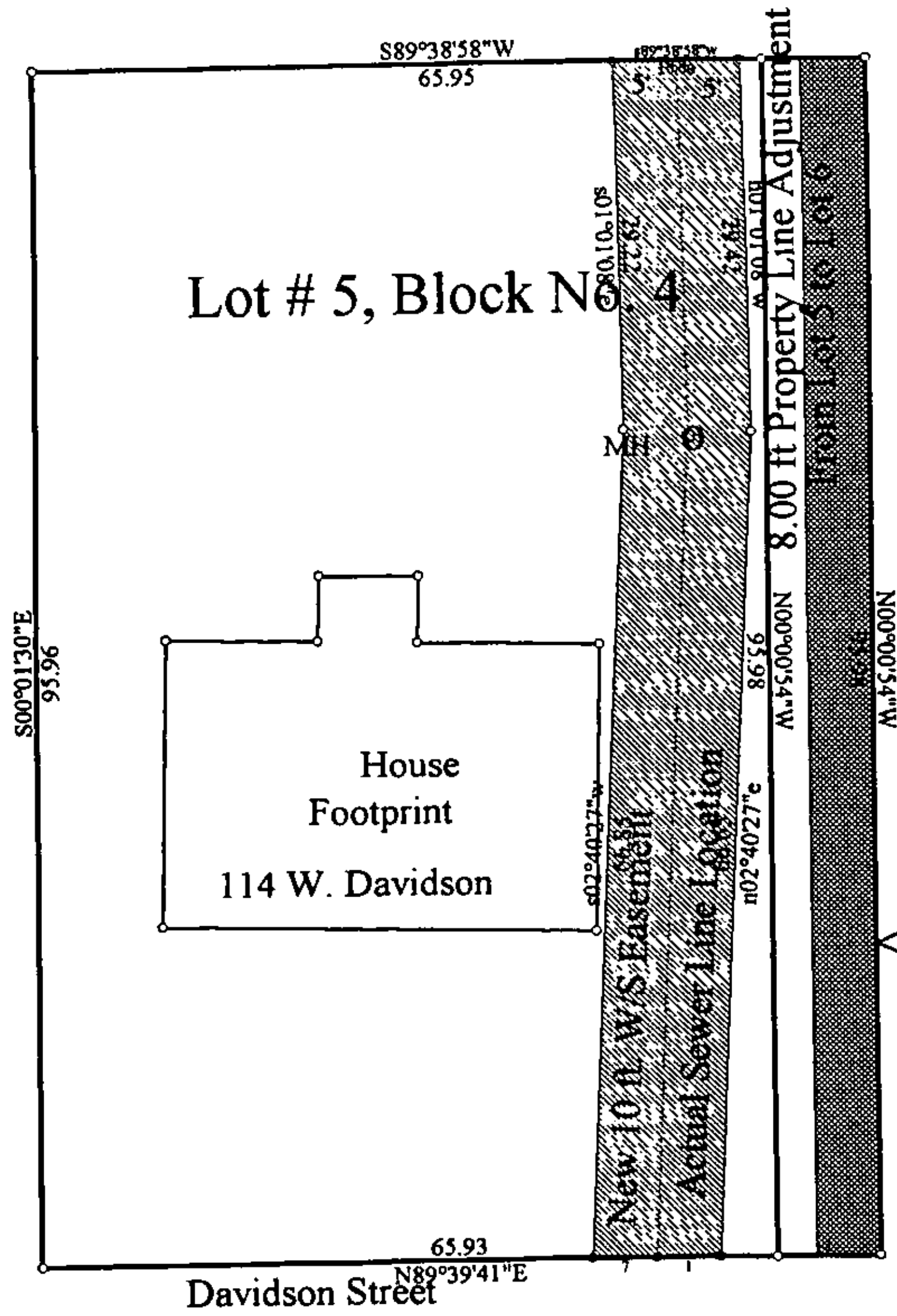
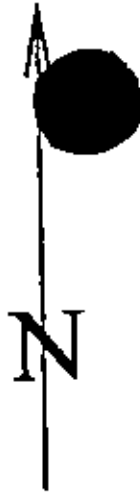
CC: EUGENE PLANE, SR., LYNN WADSWORTH

PB 443

100 City of Fayetteville

LOT 6 BLOCK 4

RAKE REPLAT - GATES' SUBD / OAK GROVE ADDN.



Data and Deed Call Listing of File: WADE-5A.DES

Tract 1: 0.145 Acres: 6328 Sq Feet: 587.9 Sq Meters: No significant closure error. : Perimeter = 324 feet
Tract 2: 0.018 Acres: 768 Sq Feet: 71.3 Sq Meters: No significant closure error. : Perimeter = 208 feet
Tract 3: 0.011 Acres: 480 Sq Feet: 44.6 Sq Meters: No significant closure error. : Perimeter = 202 feet
Tract 4: 0.019 Acres: 837 Sq Feet: 77.7 Sq Meters: No significant closure error. : Perimeter = 126 feet
Tract 5: 0.000 Acres: 0 Sq Feet: 0.0 Sq Meters: Closure = s01.3250w 96.03 feet: Precision =1/ 1: Perimeter = 96 feet
Tract 6: 0.022 Acres: 961 Sq Feet: 89.3 Sq Meters: No significant closure error. : Perimeter = 212 feet

001=N00.0054W 95.98
002=S89.3858W 65.95
003=S00.0130E 95.96
004=N89.3941E 65.93
005=@1PLA
006=S89.3941W 8.00
007=N00.0054W 95.98
008=N89.3858E 8.00
009=**S00.0054E 95.98
010=@1Original Easement
011=S89.3941W 5.00
012=N00.0054W 95.98
013=N89.3858E 5.00
014=s00.0054e 95.98
015=@1 Lot 5 House
016=/S89.3858W 21.801
017=/N00.0054W 26.5
018=N88.5024W 34.4
019=N01.0936E 23.1
020=S88.5024E 12.0
021=N01.0936E 5.3
022=S88.5024E 7.9
023=S01.0936W 5.3
024=S88.5024E 14.5
025=S01.0936W 23.1
026=@1 New Easement Lot 5
027=/S89.3941W 8.00
028=/S89.3941W 9.43
029=N02.4027E 66.75
030=N01.0108W 29.32
031=@1 New Esmt Area Lot 5
032=/S89.3941W 8.00
033=/S89.3941W 9.43
034=n89.3941e 5.01
035=n02.4027e 66.65
036=n01.0108w 29.42
037=s89.3858w 10.00
038=s01.0108e 29.22
039=s02.4027w 66.85
040=n89.3941e 5.01

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

} KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar

and other valuable considerations to the undersigned, Vera Drake Wade, Doris Drake Wigglesworth

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

PROPERTY DESCRIPTION:

Lot 5 Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A five (5) foot wide Permanent Easement parallel to, contiguous with, and along the entire East side of above described property.

A twenty-five (25) foot wide Temporary Construction Easement parallel to, contiguous with, and along the entire East side of above described property less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 18th day of August, 19 88.

Lynn F. Wade, Trustee
Lynn F. Wade, Trustee of the N.F.
Drake Trust

Vera Drake Wade
Vera Drake Wade
Doris Drake Wigglesworth
Doris Drake Wigglesworth

ACKNOWLEDGMENT

LIBER 1283 PAGE 346 ✓

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Lynn F. Wade, Trustee of the N.F. Drake Trust, to me well known as the person who executed the foregoing Right of Way Grant, and that they had executed the same for the consideration and purpose therein mentioned and set forth.

WITNESS my hand and seal on this 18th day of August, 19 88.

Freda M. Ueber
Notary Public

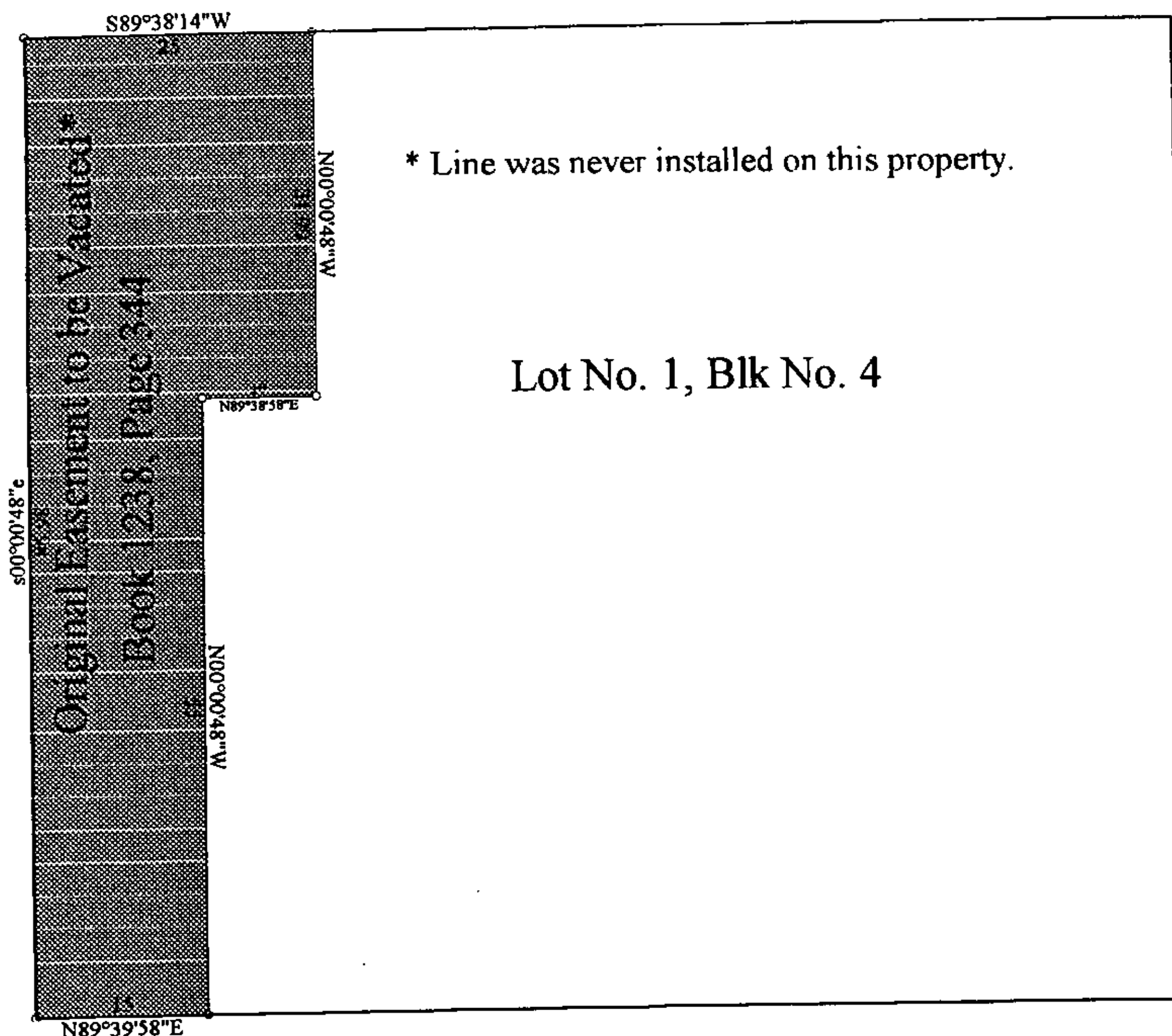
(PKS)
4/5

Drake Replat - Gates' Subd. / Oak Grove Addn. Lot 5 Block 4

CC: ENG, PLANS, AID, LYNN WADE



Louise Street



* Line was never installed on this property.

Lot No. 1, Blk No. 4

Title: Lot No. 1, Blk No. 4, Highland Ave., Elizabeth Naidoff		Date: 08-24-1999
Scale: 1 inch = 18 feet	File: WADE-1SV.DES	
Tract 1: 0.200 Acres: 8693 Sq Feet: 807.6 Sq Meters: No significant closure error. : Perimeter = 374 feet		
Tract 2: 0.037 Acres: 1625 Sq Feet: 150.9 Sq Meters: No significant closure error. : Perimeter = 224 feet		
001=N00.0048W 86.98	005=@1	009=N00.0048W 31.99
002=N89.3814E 99.95	006=N89.3958E 15	010=S89.3814W 25
003=S00.0023W 87.00	007=N00.0048W 55	011=s00.0048e 86.98
004=S89.3858W 99.92	008=N89.3858E 10	

RIGHT OF WAY GRANT

TRACT NO.

STATE OF ARKANSAS
COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of One Dollar-----

and other valuable considerations to the undersigned, Elizabeth Penick Collins Naidoff,

surviving joint tenant

paid, the receipt of which is hereby acknowledged, the said Grantor does hereby GRANT, SELL AND COVEY unto the City of Fayetteville, Arkansas, a municipal corporation (herein styled Grantee), its successors and assigns, the right of way and easement to construct, lay, remove, relay, enlarge and operate a water and/or sewer pipe line or lines,

manholes, and appurtenances thereto, on, over, across, and under the following described real estate, to-wit:

PROPERTY DESCRIPTION:

Lot 1, Block 4 of Drake Replat, Block 4 of Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas.

EASEMENT DESCRIPTION:

A Permanent Easement described as beginning at the Southwest corner of said Lot 1; thence East fifteen (15) feet; thence North fifty-five (55) feet; thence East ten (10) feet; thence North thirty-two (32) feet to the South right-of-way line of Louise Street; thence West twenty-five (25) feet parallel to and contiguous with the South right-of-way of Louise Street to the Northwest corner of said Lot 1; thence South eighty-seven (87) feet on the West property line of said Lot 1 to the point of beginning.

A Temporary Construction Easement described as beginning at the Southwest corner of said Lot 1, thence East twenty-five (25) feet; thence North forty-seven (47) feet; thence East fifteen (15) feet; thence North forty (40) feet; thence West forty (40) feet; thence South eighty-seven (87) feet to the point of beginning less and except any part within five (5) feet of a permanent building.

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

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

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

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

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

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

WITNESS the execution hereof this the 15 day of August 1988



NICOLE N. NICHOLSON
NOTARY PUBLIC - CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires June 21, 1991

Elizabeth Penick Collins Naidoff

ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF WASHINGTON

BE IT REMEMBERED, that on this date, before me, a Notary Public within and for said County and State, duly commissioned and acting, personally appeared Elizabeth Penick Collins Naidoff, to me well

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

WITNESS my hand and seal on this 15 day of August 1988

LIBER 1283 PAGE 344

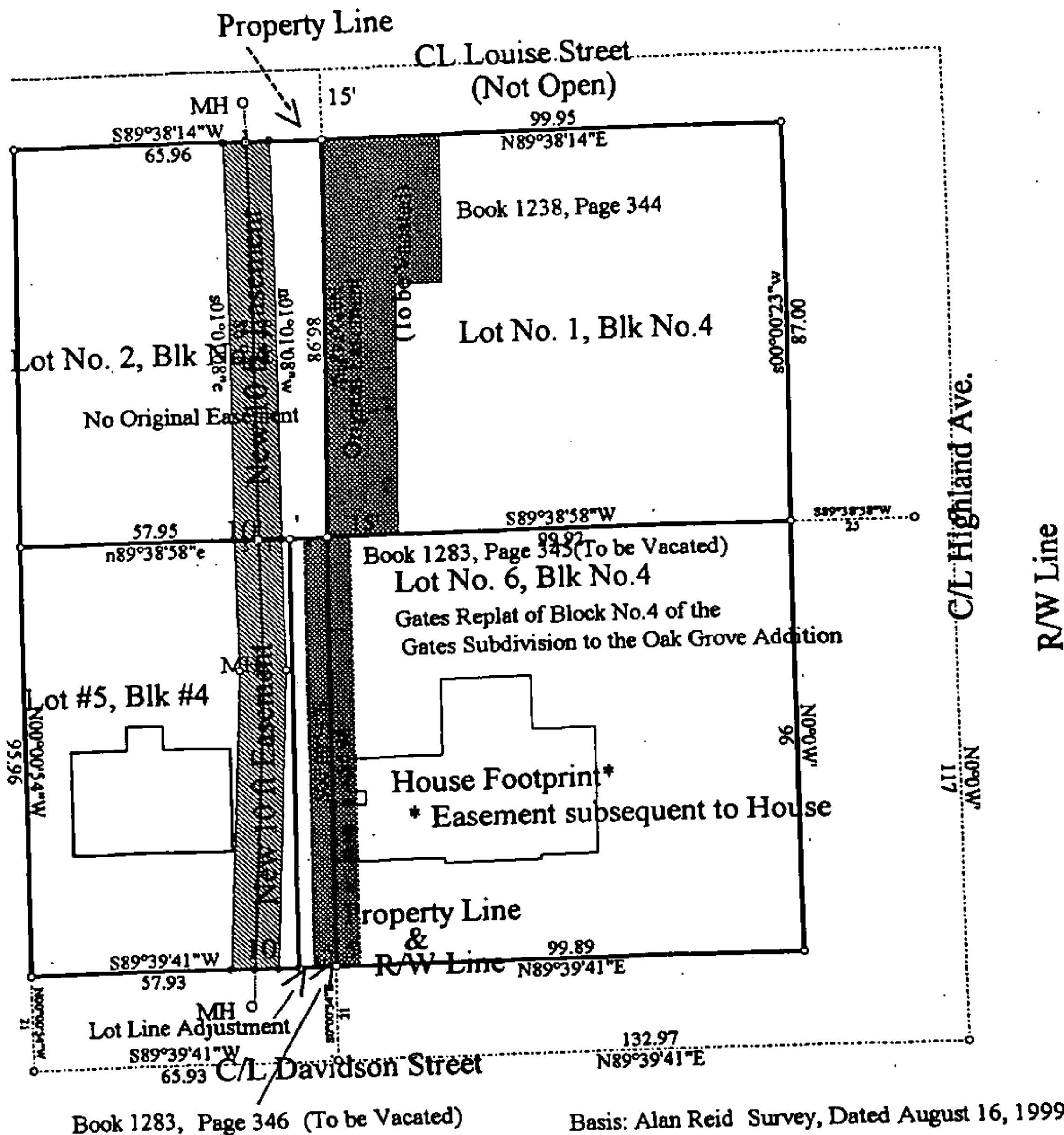
cc: PLANS, ENG, BID.

FILED FOR RECORD
33 AUG 22 AM 1988
WASHINGTON
A. KOLMEYER

PR 4413

LOT 1, BLOCK 4
SUBD/OAK GROVE ADDN.
GATES' - GATES' REPLAT -

Original Easement



WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, hereinafter called GRANTORS, 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 Grantee's successors and assigns, a permanent easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION:

Lot 5 of Block 4, Drake Replat of Block 4 Gates' Subdivision of Oak Grove Addition to the City of Fayetteville, Arkansas

PERMANENT EASEMENT DESCRIPTION:

A ten (10) foot wide permanent easement, being five (5) feet on both sides of a centerline, said centerline being more particularly described as follows: Beginning at a point on the South line of said Lot 5 of Block 4, said point being North 89° 39' 41" East 48.50 feet from the Southwest corner of said Lot 5; thence North 02° 40' 27" East 66.75 feet to a sanitary sewer manhole; thence North 01° 01' 08" West 29.32 feet to the North line of said Lot 5 and the end of this easement, said point being North 89° 38' 58" East 51.14 feet from the Northwest corner of said Lot 5, containing 961 square feet (0.022 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.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

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

It is expressly understood that the above easement shall exclude any permanent structure located within said easement area at the time of the execution of this document.

The Grantors 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.

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

WATER/SEWER EASEMENT

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Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 26, 1999

Mr. Lynn F. Wade, Attorney
20 East Center Street
Fayetteville, AR 72701

RE: Water/Sewer Easement Vacation
Lots 1, 5 & 6, Block 4 of Drakes Replat
of Block 4 Gates Subdivision of Oak Grove Addition
Replacement Easements

Dear Mr. Wade:

The City staff has decided not to submit the request for vacation of the 1988 Water/Sewer easements across the subject lots to the Fayetteville Planning Commission and to submit the request directly to the Fayetteville City Council for the meeting of September 21, 1999. It is noted that Lot #1, belonging to Elizabeth Penick Collins Naidoff, is also included in this vacation request.

Since these easements are for City Water/Sewer usage alone and the vacation will affect no other parties except for yourselves and Ms. Naidoff, it was decided to go directly to the Council for vacation. The one contingency to this approach is that we have executed permanent easements in hand prior to the vote on this vacation ordinance.

Please find herewith execution originals of a Water/Sewer Easement, each for Lot No. 5 and Lot No. 2, being 5 feet on both sides of the centerline of the sewer line as constructed and surveyed by Alan Reid and Associates. Please have your wife and your sister, as well as yourself, sign these easements, have the documents notarized, and returned to this office so that we can show evidence in the final information package to the City Council. The new easements will not be filed with the Washington County Circuit Clerk until after approval of the vacation is passed by the Council.

If you have any questions, please do not hesitate to give me a call at 444-3415.

Sincerely yours,


Edward D. Connell
City Land Agent

Enclosures

\edc

WATER/SEWER EASEMENT

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

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 Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:

WATER/SEWER EASEMENT

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

Lynn F. Wade

Elaine B. Wade

Mary Sue Colwell

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 Lynn F. Wade and Elaine B. Wade, husband and wife, and Mary Sue Colwell, a single person, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

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

Notary Public

MY COMMISSION EXPIRES:



CITY OF FAYETTEVILLE CITY COUNCIL FINAL AGENDA

FAYETTEVILLE CITY COUNCIL SEPTEMBER 7, 1999

A meeting of the Fayetteville City Council will be held on September 7, 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. **APPROVAL OF MINUTES:** Approval of minutes from August 17, 1999 City Council meeting.
2. **BENHAM GROUP:** A resolution approving Amendment No. 2 with the Benham Group for inspections services in connection with the water and sewer line relocation work on Dickson Street in the amount of \$58,587.00 and a budget adjustment.
3. **BID 99-66:** A resolution awarding Bid 99-66 to Williams Ford Tractor and Equipment in the amount of \$50,499.00 for the purchase of a heavy duty skid steer with attachments.
4. **DESTRUCTION OF RECORDS:** A resolution authorizing the destruction of selected City record originals which have been maintained for the required length of time and which have been microfilmed.
5. **SYCAMORE/LEVERETT - ENGINEERING:** A resolution approving a contract with Garver Engineers for engineering services the bidding and construction phases of the Sycamore/Leverett intersection and drainage improvements in the not-to-exceed amount of \$55,050.00.
6. **SYCAMORE/LEVERETT - CONSTRUCTION:** A resolution approving a construction contract for Bid 99-68, Sycamore/Leverett intersection and drainage improvements, to Sweetser Construction in the amount of \$522,695.30; project contingency of \$88,270.00; and a budget adjustment of \$136,825.00.
7. **RUPPLE ROAD:** A resolution approving a construction contract with McClinton-Anchor for the Ruppel Road Street and Drainage Improvements in the amount of \$658,900.00 and a project contingency of 15% of the construction cost, \$98,835.00. The total amount requested is \$757,735.00; and approval of budget adjustment in the amount of \$327,817.00 to increase current available funding from \$429,918.00 to \$757,735.00.
8. **FEDERAL AVIATION LEASE:** A resolution approving a lease with the Federal Aviation Administration for office space for their System Support Center. The lease is for five years with an annual compensation of \$25,909.33. This lease replaces their expired lease for a 2,205.05 square foot building at a rate of approximately \$11.75 per square foot annually. The Airport Board approved this lease at their August 1999 meeting.
9. **TOWER SITE:** A resolution approving an agreement with MSA Limited Partnership (Alltel Communications) for lease of tower space on the Gully Road Water Tank for the purpose of installing radio communications equipment and appurtenances (building and antenna).

B. OLD BUSINESS

1. **RZ 99-16.10:** An ordinance approving rezoning request RZ 99-16.10 submitted by Marshall Carlisle on behalf of Mid-Southern Enterprises for property located at the northwest corner of Wedington Drive and Salem Road. The property is zoned R-O, Residential Office, and contains approximately 5.2 acres. The request is to rezone the property to C-1, Neighborhood Commercial. The request was left on the second reading at the August 17, 1999 meeting.

C. NEW BUSINESS

1. **VA 99-9:** An ordinance approving vacation request VA 99-9 submitted by Roger Trotter of Development Consultants, Inc. on behalf of Clary Development Corp. for Lots 1 and 3, Wedington Place Addition. The property is zoned C-2, Thoroughfare Commercial. The request is to vacate a 20' utility easement between Lots 1 and 3.
2. **VA 99-10:** An ordinance approving vacation request VA 99-10 submitted by Tim McMahon on behalf of McMahon Brothers Construction, Inc. for property located at 1603 Jordan Lane. The property is zoned R-1, Low Density Residential. The request is to vacate the northernmost 2' of the 10' utility easement along the south property line.
3. **PLANNING COMMISSION APPEAL:** An appeal regarding the decision of the Planning Commission to deny rezoning requests RZ 99-18, RZ 99-19, RZ 99-20, RZ 99-21, RZ 99-22 and RZ 99-23.
4. **BID 99-67:** A resolution awarding Bid 99-67 to the lowest bidder, Presto Products Co., for the purchase of plastic trash bags to be used in our volume-based sanitation rate program in the amount of \$165,935 and a budget adjustment in the amount of \$34,945.
5. **OAK GROVE VACATIONS:** An ordinance approving the vacation of three 1988 water/sewer easements across Lots 1, 5 and 6, all in Block 4 of Drake's Replat of Block 4 of Gates Subdivision of Oak Grove Addition. The vacated easements will be replaced with new easements associated with the actual line location.
6. **BID WAIVER:** An ordinance approving a bid waiver to purchase one "Test Release" diesel-powered 4-wheel drive 80/82 HP tractor with full new unit factory supported warranty provided. This will allow the Mayor to approve for purchase the unit recommended by the Fleet Operations Division, Parks Maintenance Division, and the Equipment Committee. This unit will be utilized by the City of Fayetteville Parks Maintenance Division.
7. **GREATHOUSE PARK:** Discussion and possible action regarding the Greathouse Park Bridge and the tree removal required due to flood prevention for its construction.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.