Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

Final Agenda
City of Fayetteville Arkansas
City Council Meeting
June 5, 2007

A meeting of the Fayetteville City Council will be held on June 5, 2007 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Wastewater System Improvement Project Update - David Jurgens, Water/Wastewater Director

A. CONSENT:

1. **Approval of the May 15, 2007 City Council meeting minutes. APPROVED.**

2. **Arkansas Highway and Transportation Department (AHTD) Refund:** A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 93-07.

3. **Bid # 07-34 Dean Crowder Construction, Inc:** A resolution awarding Bid # 07-34 and approving a contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b; and approving a 10% project contingency in the amount of $374,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 94-07.

4. **Bid # 07-38 Crossland Heavy Contractors, Inc:** A resolution awarding Bid # 07-38 and approving a contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00 for the renovation of the Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7; and approving a 5% project contingency in the amount of $76,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 95-07.

5. **Garver Engineering, Inc:** A resolution approving contract Amendment No. 1 to the contract with Garver Engineering, Inc. in the amount of $231,750.00 for design and construction phase services for the construction of the Mt. Sequoyah Water & Sewer Improvement Project; and approving a contingency of $15,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 96-07.

6. **Bid # 07-41 T-G Excavating:** A resolution awarding Bid # 07-41 and approving contracts with T-G Excavating, Inc. in the amount of $822,222.00 and a contingency in the amount of $41,000.00 and with Insituform Technologies, Inc. in the amount of $178,834.50 and a contingency in the amount of $9,000.00 for construction of the Farmington Sanitary Sewer Rehabilitation; and approving a budget adjustment in the amount of $395,000.00 to accept funds from the City of Farmington.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 97-07.

7. **Bid # 07-42 Midland Construction, Inc:** A resolution awarding Bid # 07-42 and approving a contract with Midland Construction, Inc. in the amount of $117,332.00 for the construction of the Gulley Park Bioswale and Parking Lot Project; approving a 10% project contingency in the amount of $11,733.00; and approving a budget adjustment in the amount of $69,243.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 98-07.

8. **Selective Traffic Enforcement Program Grant:** A resolution accepting additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a budget adjustment recognizing the increased grant revenue.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 99-07.

9. **McClelland Consulting Engineers, Inc:** A resolution approving Amendment No. 1 to the basic agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 100-07.

10. **Airport Master Plan:** A resolution to accept and approve the December 2006 Airport Master Plan.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 101-07.

11. **General Aviation Fuel Opposition:** A resolution to express the City of Fayetteville's opposition to proposed federal legislation almost doubling the federal tax on general aviation fuel.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 102-07.

12. **Walker Properties II L.P:** A resolution approving a thirty-year ground lease with Walker Properties II L.P. for the construction of a hanger building at the Fayetteville Municipal Airport, Drake Field.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 103-07.

13. **Community Development Block Grant:** A resolution approving the Community Development Block Grant (CDBG) Agreement for 2007 in the amount of $655,977.00.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 104-07.

14. **YouthCAN! Lease:** A resolution to approve a four year lease with YouthCAN! for the former Sang Avenue Senior Center.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 105-07.

15. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage.

    THIS ITEM WAS REMOVED AND TABLED TO THE JUNE 19, 2007 CITY COUNCIL MEETING.

16. **Habitat for Humanity Contract Amendment:** A resolution approving contract Amendment #1 to the real estate sales contract with Habitat for Humanity of Washington County, Inc.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 106-07.

17. **Yvonne Richardson Community Center:** A resolution to approve a budget adjustment in the amount of $27,884.00.

    PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 107-07.

B. UNFINISHED BUSINESS:

1. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00, plus a $20,000.00 contribution to the Walker Park Mural Project. **This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting.**

   THIS ITEM WAS TABLED TO THE JUNE 19, 2007 CITY COUNCIL MEETING.

C. NEW BUSINESS:

1. **Farmington De-annexation:** An ordinance concurring with Farmington Ordinance No. 2007-08, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5021.

2. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

   THIS ITEM WAS LEFT ON THE SECOND READING OF THE ORDINANCE.

3. **VAC 07-2570 (Vista Health):** An ordinance approving VAC 07-2570 submitted by H2 Engineering for property located at 4253 North Crossover Road, to vacate a utility easement and dedicate a new easement for the utilities, a total of 1,207.56 square feet.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5022.

4. **Amend § 33.111 & § 33.018:** An ordinance to repeal § 33.111 of the Fayetteville Code, to enact a replacement § 33.111 Removal of Planning Commissioners, and to enact a new subsection (C) in § 33.018 Parks and Recreation Advisory Board.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5023.

5. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with BlueInGreen, LLC for the installation of a Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00; and approving a contingency of $5,000.00.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5024.

6. **Brooks-Hummel Nature Preserve:** A resolution to approve the purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in the amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a conservation easement on this property for $179,500.00; and approve a budget adjustment in the amount of $495,000.00.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 108-07.

7. **Firefighter Physical Exam Procedure:** An ordinance to approve the Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville Firefighters.

   PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5025.

8. **Divinity Hotel and Condos, LSD 05-1997:** A resolution to repeal Resolution No. 122-06.

   PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 109-07.

D. INFORMATIONAL:

City Council Tour: None

Meeting adjourned at 8:30 p.m.

Adjourned @ 8:30pm

City Council Meeting June 5, 2007

Subject:		Roll			
Motion To:					
Motion By:					
Seconded:					
Alderman Rhoads & Lucas arrived at 6:05 PM.	**Cook**	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Mayor Coody	✓			
		8			

Subject:		#15 Reliance Standard Insurance Coverage			
Motion To:		Remove from Consent, Table to June 19, 2007 City Council Meeting			
Motion By:		Jordan			
Seconded:		Ferrell			
Tabled to June 19, 2007 City Council meeting	**Cook**	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	✓			
	Lucas	✓			
	Jordan	✓			
	Gray	✓			
	Thiel	✓			
	Mayor Coody				
		8-0			

City Council Meeting June 5, 2007

Subject:		Consent		Reliance Standard Insurance	
Motion To:		Approve		Removed and the June 19, 2007 City Council meeting	Tabled to
Motion By:		Jordan			
Seconded:		Cook			
Consent	**Cook**	✓			
	Allen	✓			
	Rhoads	✓			
passed	**Ferrell**	✓			
	Lucas	✓			
Minutes approved	**Jordan**	✓			
	Gray	✓			
Reliance Standard Insurance Removed.	**Thiel**	✓			
	Mayor Coody				

Res 93-07 to 10708-0

Subject:		Walker Park Cell Tower			
Motion To:		Table to June 19, 2007		City Council	Meeting
Motion By:		Allen			
Seconded:		Cook			
Unfinished Business	**Cook**	✓			
	Allen	✓			
	Rhoads	N			
	Ferrell	N			
Tabled	**Lucas**	✓			
	Jordan	✓			
to June 19, 2007	**Gray**	N			
	Thiel	✓			
	Mayor Coody				

City Council Meeting June 5, 2007

Subject:		Farmington De-annexation			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		Bud Anderson
Seconded:		Lucas	Ferrell		(did not introduce
C.1.	**Cook**	✓	✓	N	himself - spoke
New	**Allen**	✓	✓	✓	after Mr. Weeks)
Business	**Rhoads**	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	N	
passed	**Jordan**	✓	✓	N	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
5021	**Mayor Coody**				
		8-0	8-0	5-3	

Subject:		R-PZD 07-2531 (P.A.H. Facility)			
Motion To:		2nd read			
Motion By:		Ferrell			
Seconded:		Gray			
C.2.	**Cook**	✓			
New	**Allen**	✓			
Business	**Rhoads**	✓			
	Ferrell	✓			
Left on	**Lucas**	✓			
the Second	**Jordan**	✓			
Reading	**Gray**	✓			
	Thiel	✓			
	Mayor Coody				
		8-0			

City Council Meeting June 5, 2007

Subject:		VAC 07-2570 (Vista Health)			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Jordan	Jordan		
Seconded:		Ferrell	Ferrell		
C. 3. New Business	**Cook**	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	absent during the vote	✓	✓	
passed	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
5022	**Thiel**	absent during the vote.	absent during the vote.	absent during the vote.	
	Mayor Coody				
		6-0	7-0	7-0	

Subject:		Amend 33.111 & 33.018			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Cook	Thiel		
Seconded:		Thiel	Gray		
C.4. New Business	**Cook**	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
passed	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
5023	**Thiel**	✓	✓	✓	
	Mayor Coody				
		8-0	8-0	8-0	

City Council Meeting June 5, 2007

Subject:		Blue In Green, LLC.			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Jordan		
Seconded:		Rhoads	Ferrell		
C.5. New Business	**Cook**	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
passed	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
5024	**Mayor Coody**				
		8-0	8-0	8-0	

Subject:		Brooks-Hummel Nature Preserve			
Motion To:		Approve			
Motion By:		Cook			
Seconded:		Allen			
C.6. New Business	**Cook**	✓			
	Allen	✓			
	Rhoads	✓			
	Ferrell	N			
	Lucas	✓			
passed	**Jordan**	✓			
	Gray	✓			
108-07	**Thiel**	✓			
	Mayor Coody				
		7-1			

City Council Meeting June 5, 2007

Subject:		Firefighter Physical Exam			
Motion To:		2nd read	3rd read	Pass	
Motion By:		Ferrell	Jordan		
Seconded:		Rhoads	Ferrell		
C, 7, New Business	**Cook**	✓	✓	✓	
	Allen	✓	✓	✓	
	Rhoads	✓	✓	✓	
	Ferrell	✓	✓	✓	
	Lucas	✓	✓	✓	
Passed	**Jordan**	✓	✓	✓	
	Gray	✓	✓	✓	
	Thiel	✓	✓	✓	
5025	**Mayor Coody**				
		8-0	8-0	8-0	

Subject:		Divinity Project Resolution Withdraw.			
Motion To:		Add to Agenda	Approve		
Motion By:		Jordan	Cook		
Seconded:		Cook	Thiel		
Added at the City Council Meeting	**Cook**	✓	✓		
	Allen	✓	✓		
	Rhoads	absent during the vote	absent during the vote		
	Ferrell	✓	✓		
	Lucas	✓	✓		
	Jordan	✓	✓		
	Gray	✓	✓		
	Thiel	✓	✓		
109-07	**Mayor Coody**				
		7-0	7-0		

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Fayetteville
ARKANSAS

Aldermen

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7. **Firefighter Physical Exam Procedure:** An ordinance to approve the Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville Firefighters.

D. INFORMATIONAL:

City Council Tour: None

Handed out at Agenda Session
5/29/07

City Council Meeting of June 5, 2007

Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
Connie Edmonston, Parks and Recreation Director C.E.
From: Alison Jumper, Park Planner
Date: May 29th, 2007
RE: **Gulley Park Bioswale and Parking Project**

RECOMMENDATION

A resolution awarding Bid #07-42 and approval of a contract with Midland Construction, Inc. in the amount of $117,332 with a 10% project contingency of $11,733 for a total cost of $129,065. Approval of budget adjustment in the amount of $69,243 for the installation of Gulley Parking and Bioswale.

BACKGROUND

Gulley Park is one of Fayetteville's flagship parks offering play areas, restrooms and vast open space. Additionally it is the venue of the annual Gulley Park Concert series. The current parking area on Township Road is not adequate to serve the the park users. The Parks and Recreation Division partnered with the University of Arkansas Landscape Architecture Department and the Arkansas Forestry Commission to create a parking area and bioswale project. Students in the Landscape Architecture program along with Mark Boyer, Landscape Architecture Professor, designed a parking area with 30 spaces and three bioswales located on Old Wire Road south of the Gulley house. The project will serve as an educational demonstration for alternative stormwater management and will provide much needed parking for the park.

Through a mutual memorandum of agreement for cost share between the Arkansas Forestry Commission, University of Arkansas and the City of Fayetteville, the Commission is providing funding in the amount of $12,000. Up to $10,000 of this funding will be reimbursed to the City for the layout of the plan, printings costs for informational brochure, informational signage, trees and vegetation.

DISCUSSION

The project was advertised in the Arkansas Democrat Gazette on March 21st and the bid opened on April 12th, 2006. The bids came in over the amount certified. The project was re-bid on April 20th and opened May 16th. Changes made to the bid include omitting the asphalt paving and concrete curb for the parking lot which the Transportion Divison will construct for $15,522. This is a savings of $17,382 from the original bid. The re-bid includes site preparation and base work for the parking lot, relocation of a portion of asphalt trail, drainage structures and construction of the bioswales including vegetation. There were seven bidders and the low bidder was Midland Construction, Inc. in the amount of $117,332. If approved, the project will begin in June and be completed in September.

City Council Meeting of June 5, 2007

Agenda Item Number

BUDGET IMPACT

This project is funded with Parks Development and Sales Tax funds. Total cost of the Gulley Park Bioswale and Parking Lot Project is $144,587 which includes Midland Construction Inc. contract in the amount of $117,332, project contingency of $11,733, and Transportation Division in-house cost of $15,522. The initial budget for this project was $75,344, leaving a deficit of $69,243 which is requested in the budget adjustment.

Attachments:

Bid Tabulation Sheet
Contract
Transportation cost estimate
Memorandum of Agreement with Arkansas Forestry Commission

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvements Division: Program:	Date Requested	Adjustment Number
2007		5/17/2007	

Project or Item Added/Increased:
Gulley Park Improvements

Project or Item Deleted/Reduced:
Lake Fayetteville Improvements
Recognized $10,000 in State Cost Share Revenue from AR Forestry Commission

Justification of this Increase:
The bids for the Gulley Park Bioswale have been received. They came in overbudget by $69,243. This project is a joint effort with the U of A Landscape Architecture Department and the Arkansas Forestry Commisssion.

Justification of this Decrease:
Detailed plans have not been developed for the Lake Projects and are not a priority at this time. The Bioswale Project is ready to move forward.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Park improvements	4470	9470	5806	00	79,243	05001	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Park improvements	4470	9470	5806	00	69,243	02043	1
State Cost Share ~~St Hwy utility relocation~~	4470	0947	4303	00	10,000	05001	1

Approval Signatures

Connie Edmonston — Requested By — Date 5-29-07
[illegible] — Budget Manager — Date 5-29-07
[illegible] — Department Director — Date 5-29-07
Paul A. Beck — Finance & Internal Services Director — Date 5-29-07
Mayor — Date

Budget Office Use Only

Type: A B C D E

Posted to General Ledger — Initial — Date
Posted to Project Accounting — Initial — Date
Entered in Category Log — Initial — Date

Section 00 52 13
Agreement

BETWEEN CITY OF FAYETTEVELLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____day of _____in the year 2007 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Midland Construction, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE 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 generally consists of the construction of site preparation, bicycle racks, bioswales including trees, shrubs and associated drainage structures for **Gulley Park Improvements Re-bid**; and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by
Mark Boyer, RLA University of Arkansas and
City of Fayetteville Parks and Recreation Division
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

Will be hereinafter called PARKS AND RECREATION DIVISION PROJECT MANAGER an who is to act as CITY OF FAYETTEVILLE'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 for Gulley Park Improvements Construction shall be substantially completed within 60 consecutive 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 75 consecutive calendar days after the date when the Contract Time commences to run.
3.2 Liquidated Damages. CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE 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 CITY OF FAYETEVILLE if the Work is not

completed on time. Accordingly, instead of requiring any such proof, CITY OF FAYETTEVILLE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) 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 CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and 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 NUMBER	DESCRIPTION	UNIT	EST. QTY.	Midland UNIT $	Midland COST
1	Mobilization (1)	L.S.	1.00	$4,000.00	$4,000.00
2	Bonds and Insurances	L.S.	1.00	$1,600.00	$1,600.00
3	Temporary Silt Fence (6)	L.F.	400.00	$4.50	$1,800.00
4	Construction Staking	L.S.	1.00	$2,000.00	$2,000.00
5	Site Preparation (10)	L.S.	1.00	$22,000.00	$22,000.00
6	Demolition-asphalt trail (2)	L.S.	1.00	$9,500.00	$9,500.00
7	Wheel Stops-recycled rubber (6)(9)	EA.	30.00	$67.00	$2,010.00
8	PVC sleeves-4"	L.F.	256.00	$6.00	$1,536.00
9	Asphalt Paving-2" thick	S.Y.	160.00	$31.00	$4,960.00
10	SB2 Gravel Base	C.Y.	425.00	$32.00	$13,600.00
11	Seed and Straw (4)(8)	AC	0.40	$4,500.00	$1,800.00
12	Stone - Boulders	ton	15.00	$319.00	$4,785.00
13	Stone - River Rock 3" depth	C.Y.	7.00	$90.00	$630.00
14	Ledge stone size 10' x 2' x 6" - check dams	EA.	14.00	$600.00	$8,400.00
15	Ledge stone size 11.25' x 2.5' x 6" - check dams	EA.	4.00	$610.00	$2,440.00
16	Ledge stone size -8.5' x 1.75' x 6" check dams	EA.	2.00	$470.00	$940.00
17	Sign Installation	EA.	2.00	$110.00	$220.00
18	Storm Drain system - (6)	L.S.	1.00	$10,000.00	$10,000.00
19	Parking Lot Striping	L.S.	1.00	$350.00	$350.00
20	Bike Racks (6) (9)	EA.	2.00	$800.00	$1,600.00
21	Inkberry Holly - Ilex glabra - #3	EA.	6.00	$47.00	$282.00
22	Spicebush - Calycanthus floridus - #3	EA.	6.00	$47.00	$282.00
23	Snowhill Hydrangea - Hydrangea arborescens 'snowhill' - #3	EA.	16.00	$47.00	$752.00
24	Sweet Bay Magnolia - Magnolia virginiana - #5	EA.	7.00	$68.00	$476.00
25	American Hornbeam - Carpinus cardiniana - #5	EA.	1.00	$68.00	$68.00
26	Paw Paw - Asimina triloba - #3	EA.	6.00	$47.00	$282.00
27	Sassafrass - Sassafrass albidum - #3	EA.	4.00	$47.00	$188.00
28	Hydrangea - Hydrangea macrophylla 'lanarth white' - #3	EA.	14.00	$47.00	$658.00
29	Vanhoutte Sprirea - Spirea x vanhouttei #3	EA.	4.00	$47.00	$188.00
30	Dwarf Fountain Grass -Pennisetum alopecuroides 'Hameln'	EA.	147.00	$2.70	$396.90
31	Leather Leaf Sedge - Carex buchananii	EA.	294.00	$2.70	$793.80
32	Orange New Zealand Sedge - Carex testacea	EA.	707.00	$2.70	$1,908.90
33	Horsetail Rush - Equisetum hyemale	EA.	653.00	$2.70	$1,763.10

34	Spurge - Euphorbia myrsinites	EA.	410.00	$2.70	$1,107.00
35	Gazania - Gazania 'colorado gold'	EA.	401.00	$2.70	$1,082.70
36	St. John's Wort - Hypericum patulum	EA.	29.00	$17.00	$493.00
37	Winter Jasmine-Jasmine nudiflorum #3	EA.	3.00	$47.00	$141.00
38	Yellow Flag Iris - Iris psuedcorus 'sun cascade'	EA.	72.00	$10.00	$720.00
39	Blue Chip Juniper - Juniperous horizontalis 'Wiltoni' 'Blue Chip'	EA.	61.00	$17.00	$1,037.00
40	Marlberry - Ardisia escallonioides	EA.	553.00	$2.30	$1,271.90
41	Dwarf Mondo Grass - Ophiopogon japonicus	EA.	1392.00	$2.30	$3,201.60
42	Balloon Flower - Platycodon grandiflorum 'Mareisii'	EA.	83.00	$2.70	$224.10
43	Anthony Waterer Spirea # 3	EA.	3.00	$47.00	$141.00
44	Wild Oats	EA.	55.00	$2.70	$148.50
45	Compost (6)(9)	ton	22.00	$38.00	$836.00
46	Topsoil (6)(9)	ton	22.00	$38.00	$836.00
47	Course Sand (6)(9)	ton	33.00	$40.00	$1,320.00
48	Mulch (6)(9)	bags	427.00	$6.00	$2,562.00
		TOTAL			$117,331.50

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 PARKS AND RECREATION DIVISION PROJECT MANAGER 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 PARKS AND RECREATION DIVISION PRPOJECT MANAGER as provide in the General Conditions.

5.1 *Progress Payments*. CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by PARKS AND RECREATION DIVISION PROJECT MANAGER, 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. All such payments will be measured by the 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 PARKS AND RECREATION DIVISION PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE 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 PARKS AND RECREATION DIVISION PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DIVISION PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DIVISION PROJECT MANAGER, 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 CITY OF FAYETTEVILLE 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 PARKS AND RECREATION DIVISION PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE 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, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DIVISION PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE 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, and furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws ad 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 drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE AND PARKS AND RECREATION DIVISION PROJECT MANAGER 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 the 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 Contact Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE 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, exploration, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given PARKS AND RECREATION DIVISION PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Document and the written resolution thereof by PARKS AND RECREATION DIVISION PROJECT MANAGER 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 CITY OF FAYETTEVILLE AND CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement (pages 1-9, 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 to13, inclusive).

7.7 Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.

7.8 Addenda numbers 1-4, inclusive.

7.9 One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through nine with each sheet bearing the following general title: **Gulley Park Improvements Re-Bid**.

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 CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, it 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.

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

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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DIVISION PROJECT MANAGER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND PRECREATION DIVISION PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2007 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:	CONTRACTOR
By: _____	By: _____ PRES.
Mayor	STEVE ZIMMERMAN
[CORPORATE SEAL]	[CORPORATE SEAL]

Attest Attest

* If a Corporation, attest by the Secretary.

Address for giving notices	Address for giving notices
City of Fayetteville	

(If CITY OF FAYETTEVILLE is a public body, attach License No. 0015340208
evidence of authority to sign and resolution or other documents Agent for service of process:
authorizing execution of Agreement.

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

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
IN THE AMOUNT OF $27,884.00

WHEREAS, the City has discovered that an hourly employee, Ramiro Dominguez, who worked at the Yvonne Richardson Community Center had had some of his hours worked underreported by his supervisor, Lance Fisher, for about a two year period; and

WHEREAS, a continuing investigation including extensive sworn statements from both the supervisor and employee, witness interviews and other efforts indicate that at least some of the assertion of the employee that he is owned some back pay for previously unreported work hours is probably correct.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of $27,884.00 to fund a not to exceed amount of $27,884.00 as potential back pay for Ramiro Dominguez.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

FAYETTEVILLE
PARKS & RECREATION

MEMORANDUM

Date: May 30, 2007
To: City Council
From: Connie Edmonston, Parks & Recreation Director
Subject: Walker Park Cell Tower Information

Attached is a location map and information relating to the proposed cell tower in Walker Park. The proposed site for the tower is northeast of the parking lot located on the intersection of 13th Street and Block Street. David Reynolds from Smith Communications said he would stake and mark the site for you by Thursday.

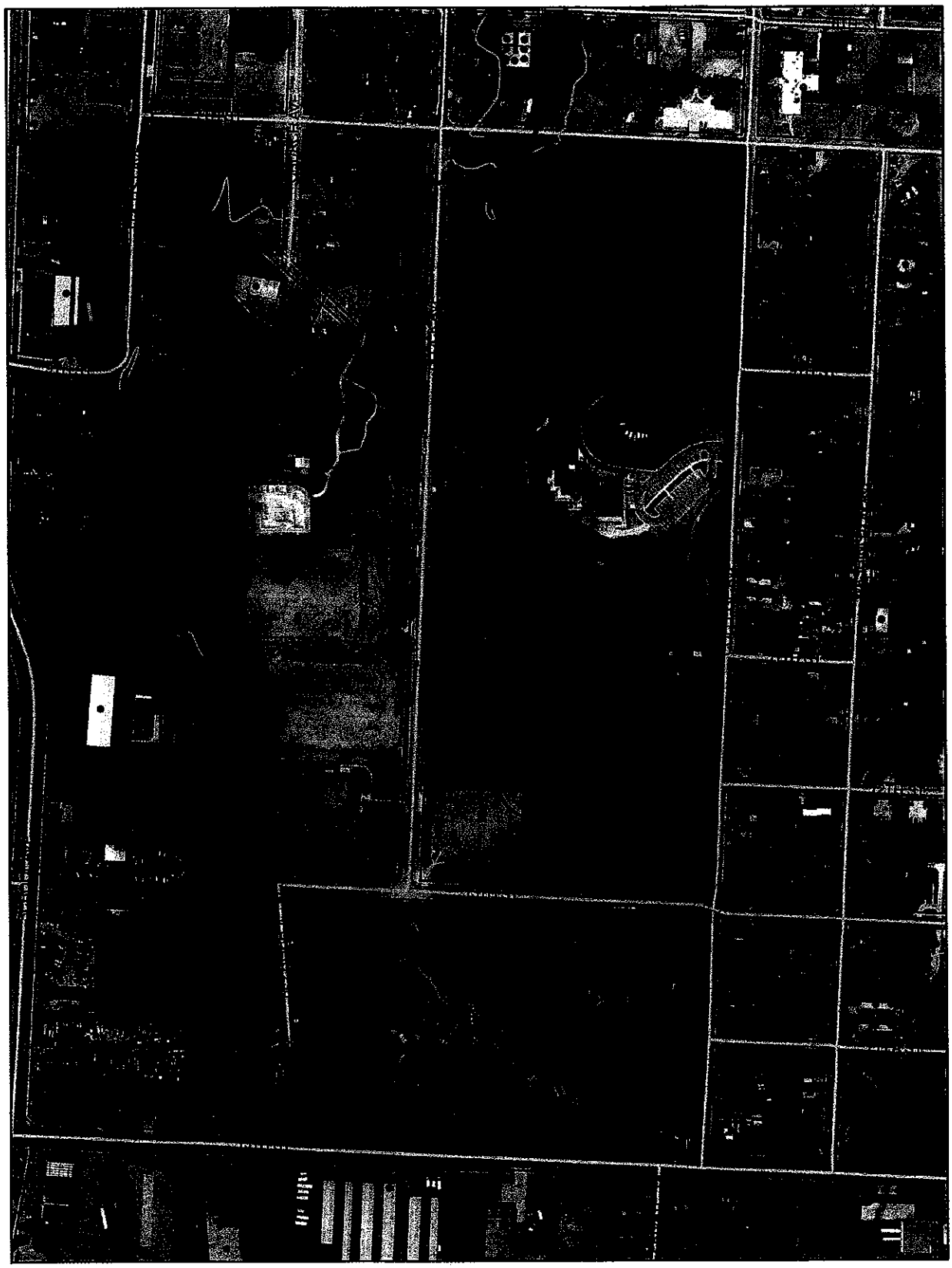
Please note the parking lot on north Block Street that serves the BMX Track and Grinders Skate Park is not entirely owned by the City. Park property is outlined in green. In addition, this parking lot and Area B, as well as Area A marked on the map, are within an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Therefore, the cell tower could not be located in this area. Please refer to the agenda memo.

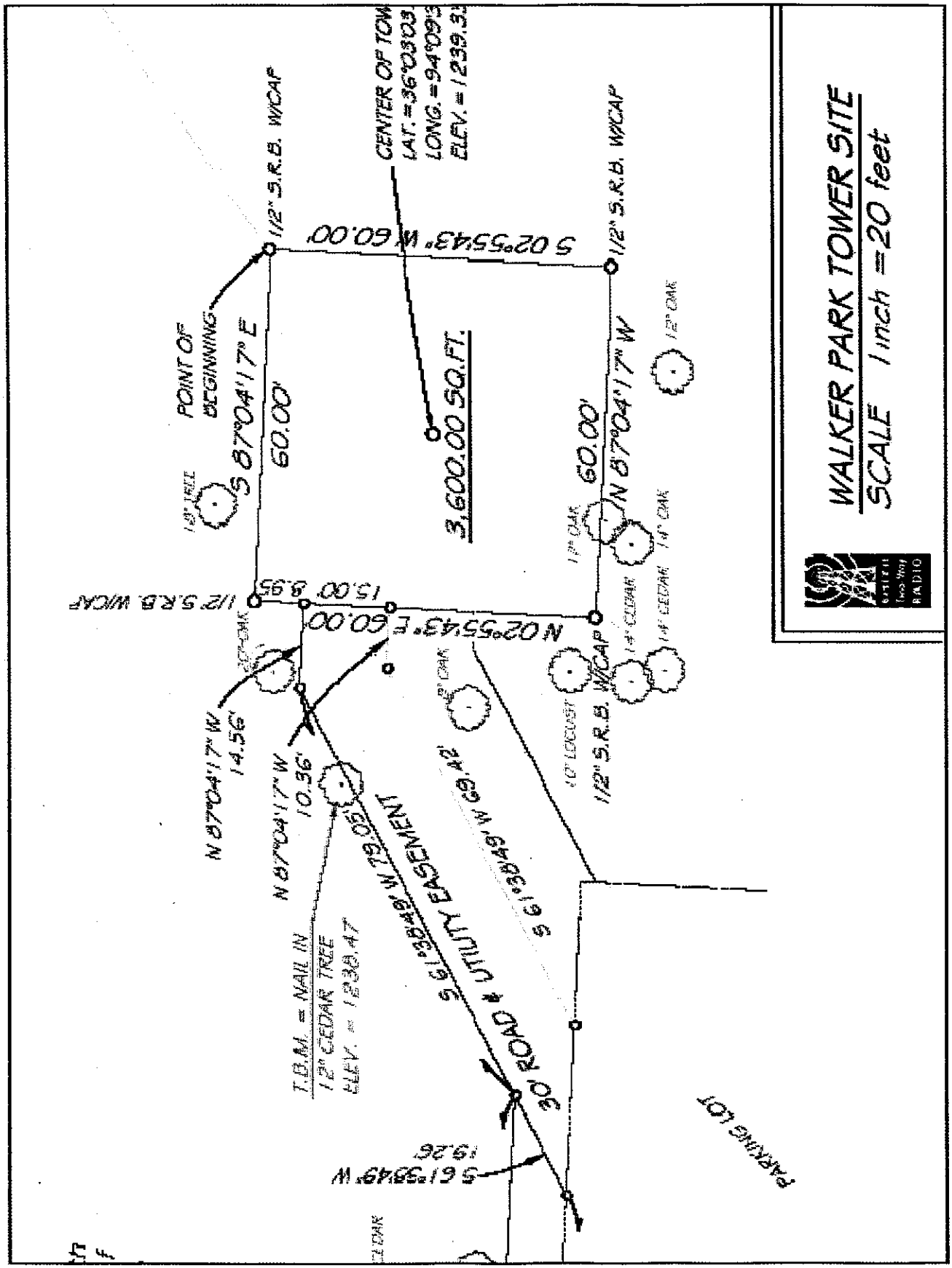
If you have any questions, please call me at 444-3473. I would be happy to meet you on site.

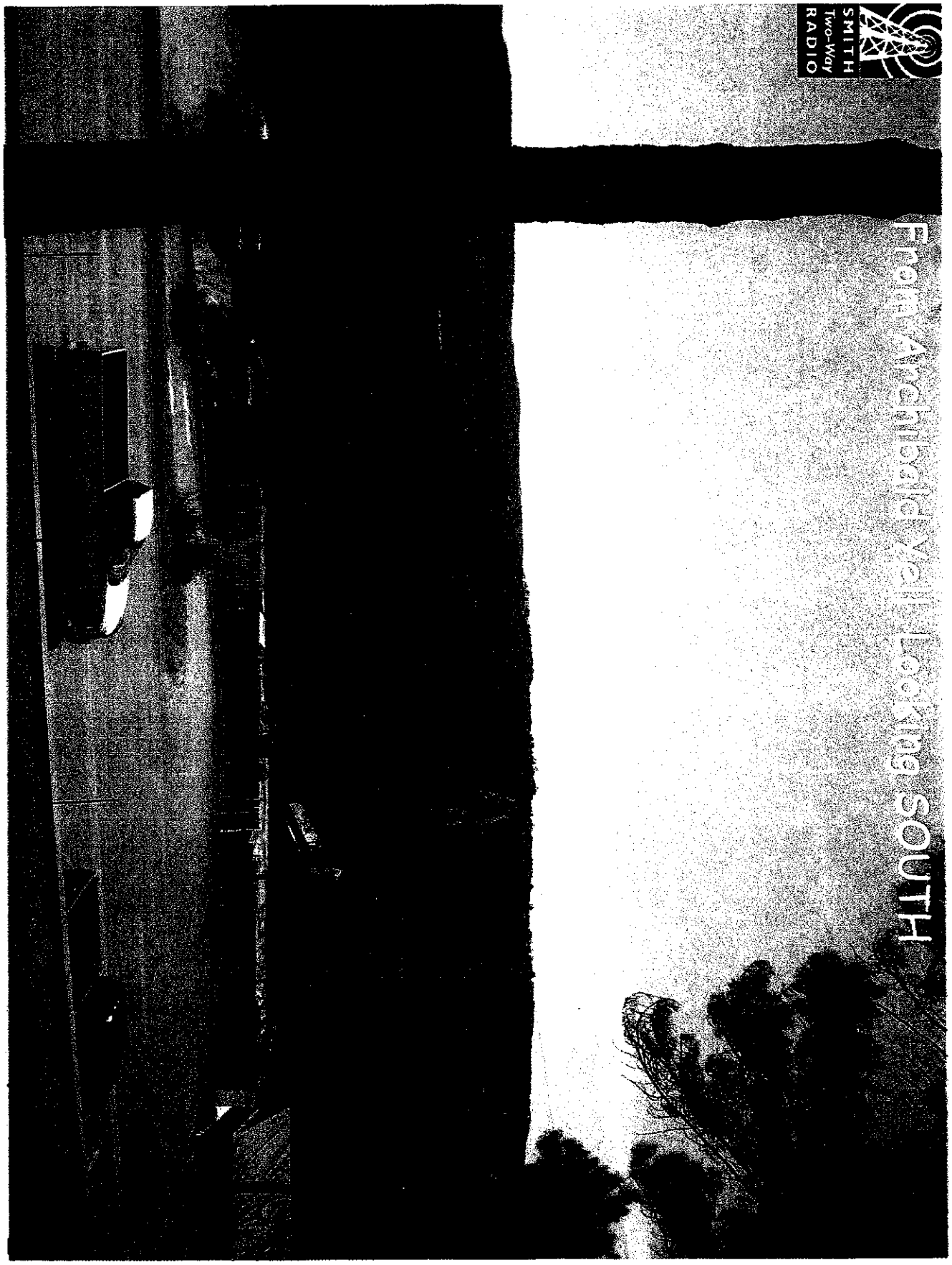
City of Fayetteville
PARKS AND RECREATION DIVISION
113 W. Mountain Street
Fayetteville, Arkansas 72701

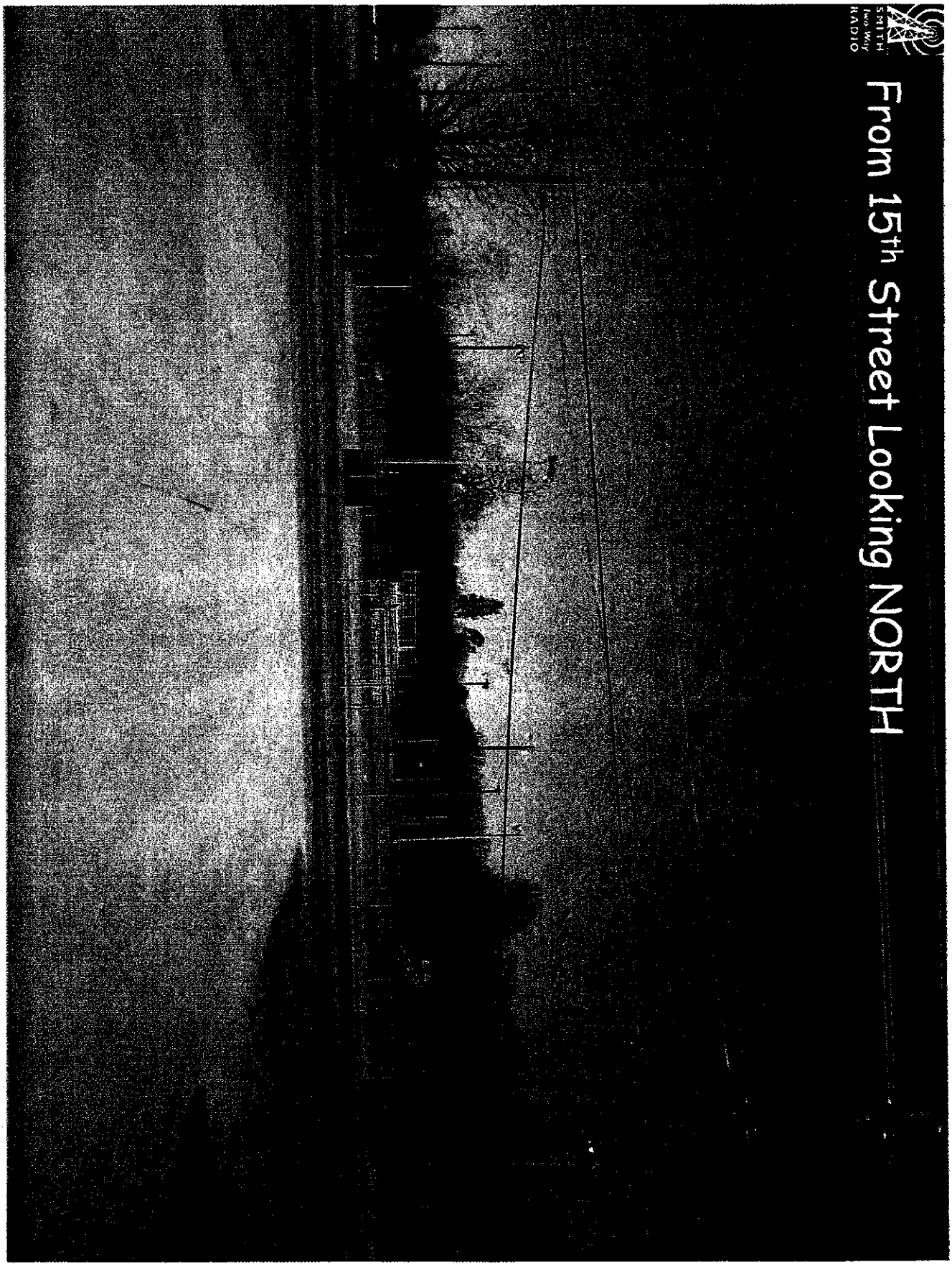
Telephone: 479-444-3471 Fax: 479-521-7714
E-mail: cedmonston@ci.fayetteville.ar.us

Walker Park Imagery




WALKER PARK TOWER SITE
SCALE 1 inch = 20 feet
CENTER OF TOW
LAT. = 36°03'03
LONG. = 94°09'3
ELEV. = 1239.31
3,600.00 SQ.FT.
POINT OF BEGINNING
1/2" S.R.B. W/CAP
S 87°04'17" E
60.00'
S 02°55'43" W 60.00'
N 87°04'17" W
60.00'
N 02°55'43" E 60.00'
15.00'
9.95'
N 87°04'17" W
14.56'
N 87°04'17" W
10.36'
S 61°38'49" W 79.05'
UTILITY EASEMENT
S 61°38'49" W 69.42'
30' ROAD
S 61°38'49" W
19.26'
T.B.M. = NAIL IN
12" CEDAR TREE
ELEV. = 1239.47
PARKING LOT
12" OAK
14" OAK
14" CEDAR
10" LOCUST
8" OAK
12" CEDAR


SMITH
Two-Way
RADIO
FORT WALTON BEACH
SOUTH


SMITH
TWO WAY
RADIO
From 15th Street Looking NORTH

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
From: Connie Edmonston, Parks and Recreation Director
Date: April 12, 2007
Subject: **Resolution to authorize the Mayor to process a Conditional Use application for a cell tower in Walker Park**

BACKGROUND

Smith Communications has submitted a request to place a 150 foot cell tower within the confines of Walker Park. This tower would be configured as a Monopine camo-mount to blend into the forest canopy and imitate the appearance of a pine tree. This request would be similar to the cell tower lease and contract that was approved at the new Fire Station in Routh Park.

Representatives of Smith Communications toured the Walker Park area with Park Staff and found the best location would be adjacent to the parking lot located north of 13th Street and Block. The tower would require a 30 foot road and utility easement from the northeast corner of the parking lot leading to a 3,600 square foot area in which the tower would be located. The area would be screened with a wood fence and landscaping. Many areas within Walker Park were not considered because they were not accessible to tower service vehicles, in too close proximity to active recreation areas, or were within the floodway.

There are two areas of Walker Park that are included in an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Several grant projects were awarded in these areas to build the skate park in the northwest section and the playground, restroom and racquetball court on the southern portion. The location of a cell tower would be prohibited in these areas. These areas are noted as A and B on the attached map. The western two thirds of the Block Street parking lot is not owned by the City.

The request for a 30 year lease with Smith Communications for a cell tower in Walker Park was presented to the Parks and Recreation Advisory Board (PRAB) on March 5, 2007. PRAB toured the site with David Reynolds from Smith Communications and unanimously voted to table the vote to a Special Board meeting on March 15, 2007.

On March 15th PRAB voted (5-3) against the proposed placement of the cell tower in Walker Park. Discussion included statements related to the incompatibility of a cell tower with the relative natural forested setting of Walker Park. Other members were concerned about potentially establishing a precedent for placing towers in parks and the long length of the lease that could conflict with the future use of the park. There was some discussion about distorting or obscuring the view from the downtown area to Walker Park. PRAB members voting for the cell tower stated that if the tower was going

to be placed in that area and be visible from the park, they would like the Parks to receive the revenue instead of another entity. (See attached PRAB March 5 and 15, 2007 minutes.)

DISCUSSION

Unified Development Code Title XV, section 163.14 Wireless Communications Facilities (F), states the City "...should actively market its own property and existing structures as suitable co-location sites." Even though the Parks and Recreation Advisory Board voted against the tower to be located in Walker Park, Smith Communications is asking the City Council if a portion of Walker Park could be leased for the tower. (See attached letter.)

This submission is not a request for the approval of the cell tower, but a to allow a petition to the Planning Comission to determine land use campatibility in Walker Park for the tower. If approved by the City Council, a lease agreement will be forwarded for consideration. In order for Smith Communication to complete the Planning Commission Conditional Use Application, they must have the approval of the City to lease the land. In this instance in which PRAB recommended denial of the use of Walker Park for the cell tower placement, it is essential to determine the intent of City Council before Smith Communications proceeds with the Conditional Use Application. Smith Communications must know if the City would lease the land before they continue to the Planning Commission for final determination.

BUDGET IMPACT

The contract between the City and Smith Communications would be very similar to the contract for the Fire Station at Routh Park. This would be a 30 year lease allowing up to five carriers on the tower. The City could receive monthly revenues of $3,500 to $4,500 depending on the number of carriers and the contract negotiated by our City Attorney. Smith Communications has also agreed to donate $20,000 to the Walker Park Mural project to help with it's completion to include three kiosk signs, audio recordings related to the depictions on the mural and a sidewalk around the perimeter for ADA accessibility.

Attachments:

Smith Communication Proposal
Smith Communication Letter
Walker Park Map
PRAB Meeting Minutes of March 5 and 15, 2007

Added at Agenda Session 5/29/07

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

6/5/2007
City Council Meeting Date

Tim Conklin TC.	Planning and Development Mgt.	Operations
Submitted By	Division	Department

Action Required:

AN ORDINANCE SIMULTANEOUSLY DETACHING 25.44 ACRES FROM THE CITY OF FAYETTEVILLE AND ANNEXING SAID TERRITORY INTO THE CITY OF FARMINGTON, PURSUANT TO A.C.A. 14-40-2101

Cost of this request	$ -	Program Category / Project Name
Account Number	$ -	Program / Project Category Name
Project Number	$ -	Fund Name
	Category / Project Budget	
	Funds Used to Date	
	Remaining Balance	

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director	5-29-07 Date	Previous Ordinance or Resolution #
City Attorney	5-29-07 Date	Original Contract Date:
Finance and Internal Service Director	5-29-07 Date	Original Contract Number:
Mayor	5/29/07 Date	

Received in City Clerk's Office ENTERED 5/29/07

Received in Mayor's Office ENTERED 5/29/07 BCP

Comments:

City Council Meeting of June 5, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, Planning and Development Management Director T. C.
DATE: May 23, 2007

SUBJECT: AN ORDINANCE SIMULTANEOUSLY DETACHING 25.44 ACRES FROM THE CITY OF FAYETTEVILLE AND ANNEXING SAID TERRITORY INTO THE CITY OF FARMINGTON, PURSUANT TO A.C.A. 14-40-2101

RECOMMENDATION

The City Council held the public hearing at the May 15, 2007 City Council meeting where one resident spoke in favor of the detachment.

The City Council may bring the proposed ordinance up for a vote to concur in the detachment and annexation at the June 5, 2007 meeting.

BACKGROUND

The property owners have included two additional parcels for a total of seven parcels (25.44 acres) and have requested to detach from Fayetteville into Farmington.

A.C.A. 14-40-2101 requires the City to conduct a public hearing within 60 days for the simultaneous detachment of territory from Fayetteville to Farmington. The Fayetteville City Council held the public hearing on May 15, 2007.

The Farmington City Council passed Ordinance No. 2007-8 to annex seven parcels containing 25.44 acres at their April 9, 2007 Farmington City Council meeting.

Five of seven parcels were previously voted on by the Fayetteville City Council on March 20, 2007 and the motion to approve the ordinance failed by 3-4 vote.

The City Council passed Ordinance No. 4923 on September 19, 2006 that annexed approximately 405.47 acres of land into the City of Fayetteville. At the September 5, 2006 City Council meeting, a small number of property owners requested to be removed from the proposed annexation. Because this annexation was an "island annexation" under A.C.A. 14-40-501, all of the properties between Farmington and Fayetteville city limits were required to be annexed into Fayetteville.

ORDINANCE NO. _____

AN ORDINANCE CONCURRING WITH FARMINGTON ORDINANCE NO. 2007-08, PROVIDING FOR THE VOLUNTARY DETACHMENT OF CERTAIN LANDS FROM THE CITY OF FAYETTEVILLE, AND ATTACHING SAID LANDS TO THE CITY OF FARMINGTON

WHEREAS, seven property owners (Weeks, Anderson, Larsen, Woody, Dorman, Langston and Dearing) petitioned the Farmington City Council to be annexed into Farmington if the Fayetteville City Council agreed to detach their property described in Exhibit "A" from Fayetteville; and

WHEREAS, Farmington passed Ordinance 2007-08 on April 9, 2007 which states that if the Fayetteville City Council votes "for the proposed detachment and annexation ordinance, then a *prima facie* case for detachment and annexation (of the property described in Exhibit A) shall be established ....."; and

WHEREAS, the Fayetteville City Council held a public hearing on this subject as required by A.C.A. §14-40-201 on May 15, 2007.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby concurs with Farmington Ordinance No. 2007-08 providing for the simultaneous detachment from Fayetteville and annexation into Farmington of that property described in Exhibit "A".

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, Planning and Development Management Director T. C.
DATE: April 26, 2007

SUBJECT: A PUBLIC HEARING REGARDING THE CITY OF FARMINGTON'S DESIRE TO ANNEX 25.44 ACRES CURRENTLY IN THE CITY LIMITS OF FAYETTEVILLE

PUBLIC HEARING

A.C.A. 14-40-2101 requires the City to conduct a public hearing within 60 days for the simultaneous detachment of territory from Fayetteville to Farmington. Following the public hearing, the City Council may bring the proposed ordinance up for a vote to concur in the detachment and annexation at the June 5, 2007 City Council meeting.

The Farmington City Council passed Ordinance No. 2007-8 to detach seven parcels containing 25.44 acres at their April 9, 2007 Farmington City Council meeting.

Five of seven parcels were previously voted on by the Fayetteville City Council on March 20, 2007 and the motion to approve the ordinance failed by 3-4 vote.

BACKGROUND

The property owners have included two additional parcels for a total of seven parcels and have requested to detach from the Fayetteville to Farmington.

The City Council passed Ordinance No. 4923 on September 19, 2006 that annexed approximately 405.47 acres of land into the City of Fayetteville. At the September 5, 2006 City Council meeting, a small number of property owners requested to be removed from the proposed annexation (please see attached minutes). Because this annexation was an "island annexation" under A.C.A. 14-40-501, all of the properties between Farmington and Fayetteville city limits were required to be annexed into Fayetteville.

A.C.A. 14-40-2101 provides a procedure for the simultaneous detachment of territory from one city and the annexation of such territory into another city's corporate limits.

Doc ID: 011055930004 Type: REL
Recorded: 04/17/2007 at 01:22:02 PM
Fee Amt: $17.00 Page 1 of 4
Washington County, AR
Bette Stamps Circuit Clerk
File 2007-00014338

ORDINANCE 2007-08

AN ORDINANCE SIMULTANEOUSLY DETACHING TERRITORY FROM THE CITY OF FAYETTEVILLE AND ANNEXING SAID TERRITORY INTO THE CITY OF FARMINGTON IN ACCORDANCE WITH ARKANSAS CODE ANNOTATED § 14-40-2101

WHEREAS, A.C.A. §14-40-2101 provides a procedure for the simultaneous detachment of territory from one municipality and annexation of such territory into an adjoining municipality; and

WHEREAS, individual property owners who were recently annexed into the City of Fayetteville are desirous of being detached from the City of Fayetteville and annexed into the City of Farmington.

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

Section 1. That certain territory presently within the corporate limits of the City of Fayetteville is contiguous to and adjoins the City of Farmington. The City of Farmington hereby calls for the simultaneous detachment and annexation of the lands that are described in Exhibit "A" and incorporated herein by reference.

Section 2. That the proposed detachment and annexation of lands described in Exhibit "A" was requested by the property owners within the area proposed to be detached and annexed.

Section 3. That a copy of this ordinance shall be sent to the governing body of the City of Fayetteville. Within sixty (60) days of the proposal of this ordinance, the governing body of the City of Fayetteville shall conduct a public hearing on the proposed detachment and annexation.

Section 4. That at least fifteen (15) days prior to the date of the public hearing, the Farmington City Clerk shall publish a legal notice setting out the legal description of the territory proposed to be detached and annexed.

Section 5. That at the next regularly scheduled meeting following the public hearing, the governing body of the City of Fayetteville may bring the proposed ordinance up for a vote to concur in the detachment and annexation. If a majority of the total number of members of the

Fayetteville City Council vote for the proposed detachment and annexation ordinance, then a prima facie case for detachment and annexation shall be established, and the City of Farmington shall proceed to render services to the newly annexed area.

Section 6. That the decision of the governing bodies of the City of Farmington and the City of Fayetteville shall be final unless a suit is brought in the Circuit Court of Washington County within thirty (30) days after passage of the ordinance to review the mutual actions of the governing bodies.

Section 7. Repealing Clause. All other ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 8. Severability Clause. In the event any part of this ordinance is declared inoperative or invalid as a result of a statute or judicial decision, then only that portion expressly so declared to be inoperative or invalid shall be affected thereby and all other provisions hereof shall remain in full force and effect.

Section 9. Emergency Clause. That the immediate approval of this ordinance is necessary to commence the process of detaching and annexing certain territory into the municipal limits of the City of Farmington; therefore, an emergency is hereby declared and this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS 9th DAY OF April, 2007.

Ernest L. Penn, Mayor

Attest:

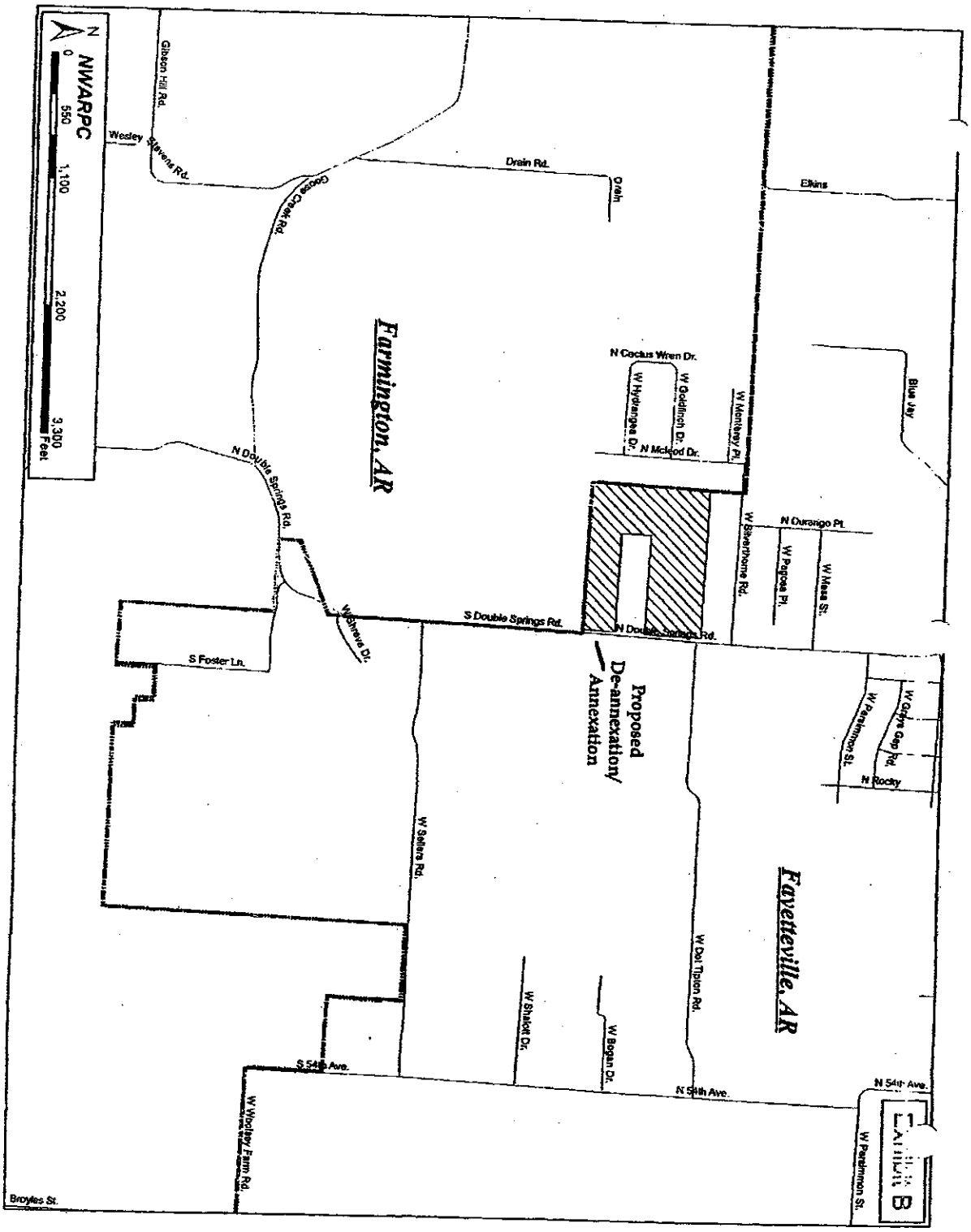
Kelly Thomas

Kelly Thomas, City Clerk

Exhibit A

De-Annexation/Annexation – Fayetteville to Farmington

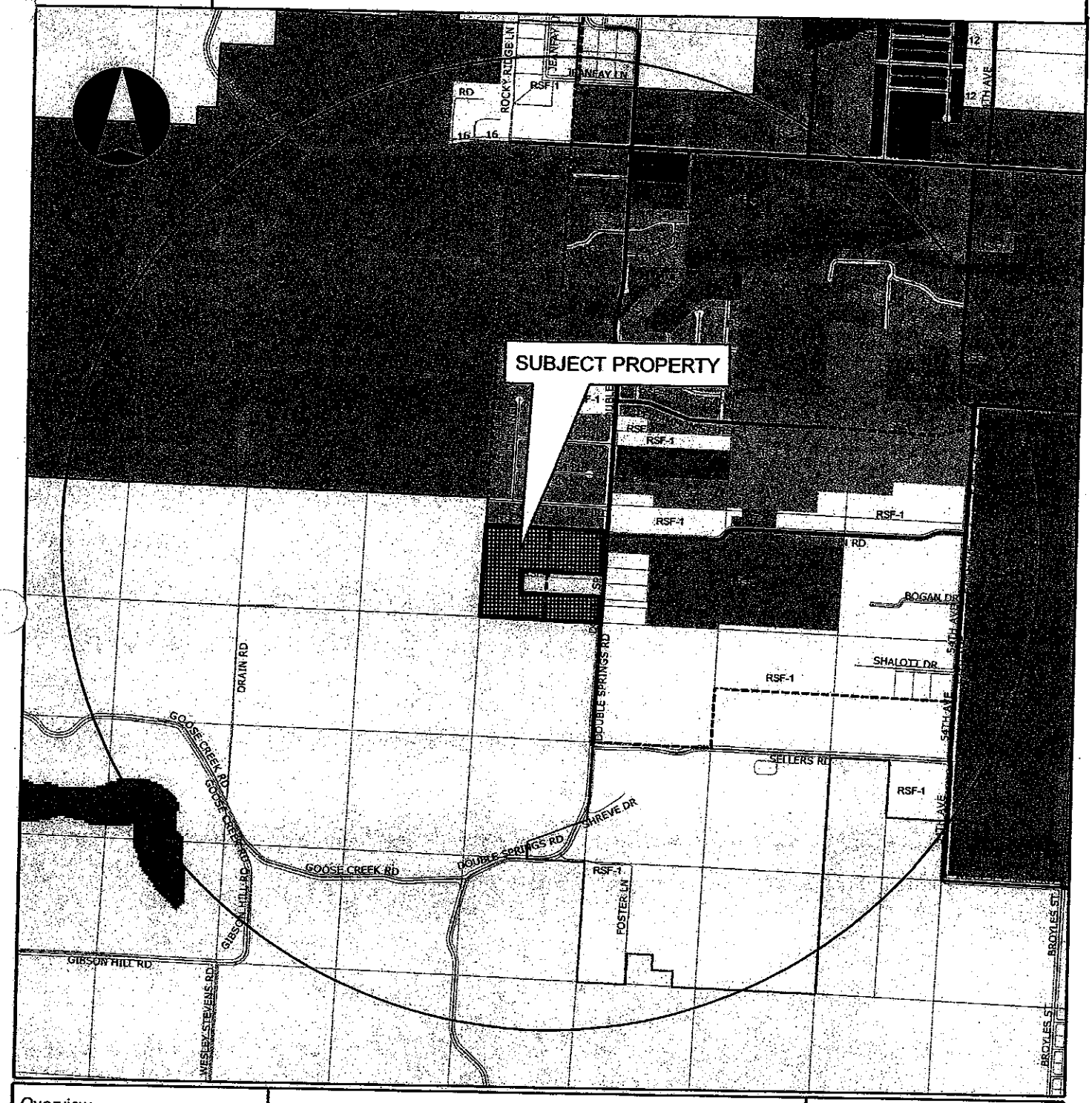
A part of the SW ¼ of the NE ¼ of S15, T16N, R31W, Washington County Arkansas; being more particularly described as: Beginning at the Southwest corner of Said SW ¼ of the NE ¼; thence N02°38'07"E 1024.77 feet; thence S87°50'00"E 1296.75 feet; thence S02°28'18"W 484.70 feet; thence N87°57'44"W 868.22 feet; thence S02°22'58"W 252 feet; thence S87°57'45"E 864.05 feet; thence S02°57'47"W 285.52 feet; thence N87°59'35"W 1294.22 feet; to the Point of Beginning and containing 25.442 Acres, more or less.


NWARPC
N
0
550
1,100
2,200
3,300
Feet
Gibson Hill Rd.
Wesley
Stevens Rd.
Goose Creek Rd.
Drain Rd.
Drain
Elkins
Blue Jay
Farmington, AR
N Cactus Wren Dr.
W Hydrangea Dr.
W Goldfinch Dr.
N McLeod Dr.
W Monterey Pl.
N Double Springs Rd.
W Silverthorne Rd.
N Durango Pl.
W Pagosa Pl.
W Mesa St.
S Double Springs Rd.
N Double Springs Rd.
Whitneve Dr.
S Foster Ln.
Proposed De-annexation/ Annexation
W Persimmon St.
W Grays Gap Rd.
N Rocky
W Sellers Rd.
Fayetteville, AR
W Del Tipton Rd.
W Shalott Dr.
W Bogan Dr.
S 54th Ave.
N Smith Ave.
N 54th Ave.
W Woolsey Farm Rd.
W Persimmon St.
Broyles St.
EXHIBIT B

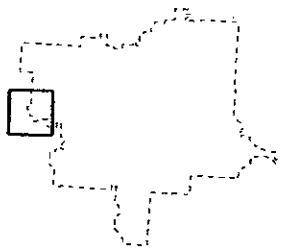
ADM07-2571

One Mile View

MICHELLE WEEKS



Overview



Legend

Subject Property

ADM07-2571

Boundary

Planning Area

Overlay District

Outside City

Legend

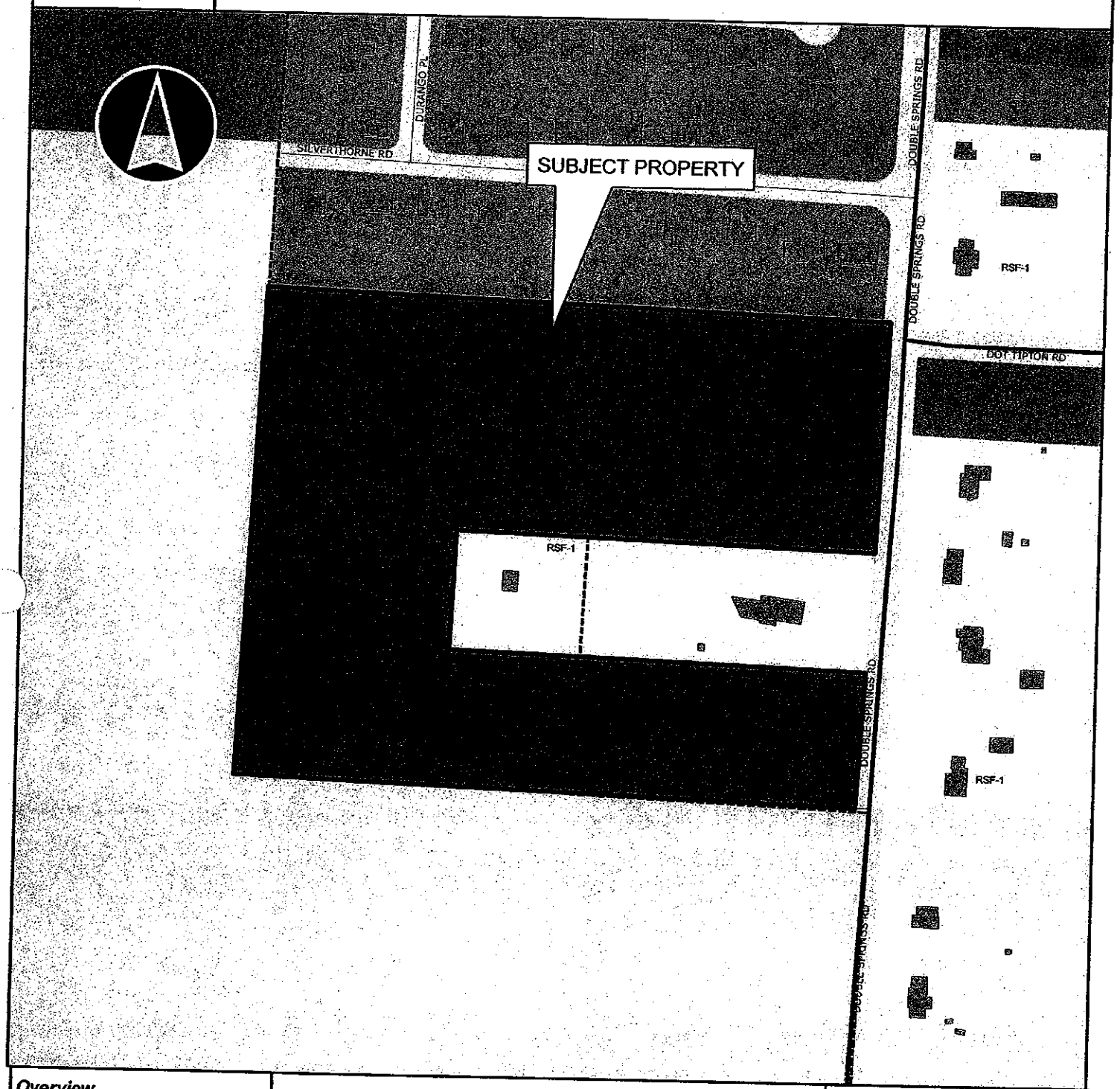
Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

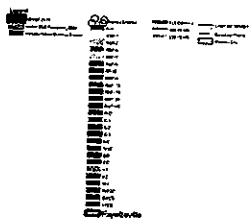
ADM07-2571

Close Up View

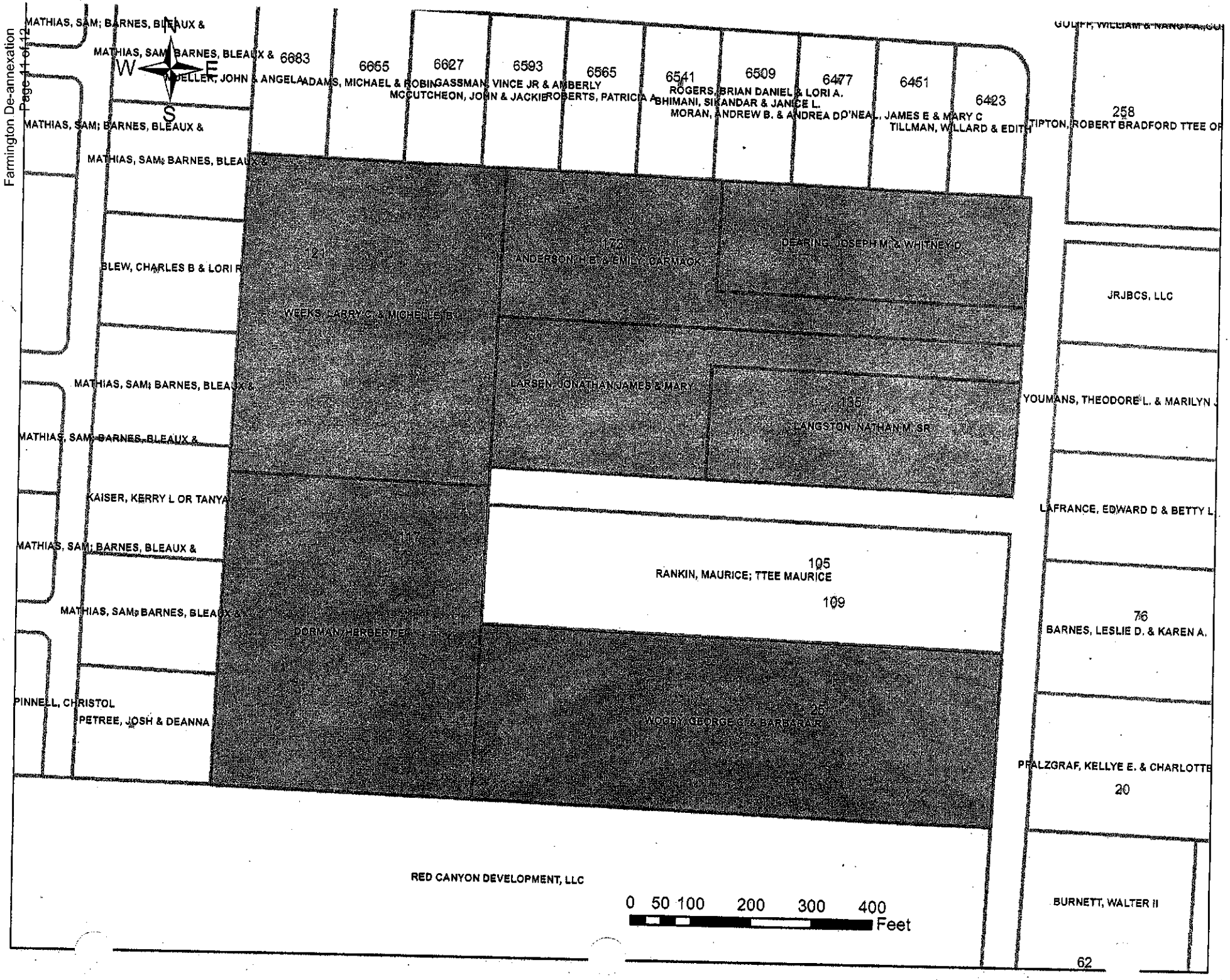
MICHELLE WEEKS



Overview



0 75 150 300 450 600 Feet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S
MATHIAS, SAM; BARNES, BLEAUX &
MATHIAS, SAM; BARNES, BLEAUX &
MUELLER, JOHN & ANGELA
6683
6655
ADAMS, MICHAEL & ROBIN
6627
GASSMAN, VINCE JR & AMBERLY
6593
MCCUTCHEON, JOHN & JACKIE
6565
ROBERTS, PATRICIA A
6541
ROGERS, BRIAN DANIEL & LORI A.
6509
BHIMANI, SIKANDAR & JANICE L.
6477
MORAN, ANDREW B. & ANDREA D
6451
O'NEAL, JAMES E & MARY C
6423
TILLMAN, WILLARD & EDITH
258
TIPTON, ROBERT BRADFORD TTEE OF
MATHIAS, SAM; BARNES, BLEAUX &
MATHIAS, SAM; BARNES, BLEAUX &
21
WEEKS, LARRY C. & MICHELLE B.
173
ANDERSON, H. E. & EMILY CARMACK
PEARING, JOSEPH M. & WHITNEY D.
JRJBCS, LLC
BLEW, CHARLES B & LORI R
MATHIAS, SAM; BARNES, BLEAUX &
LARSEN, JONATHAN JAMES & MARY
135
LANGSTON, NATHAN M. SR
YOUMANS, THEODORE L. & MARILYN J
MATHIAS, SAM; BARNES, BLEAUX &
KAISER, KERRY L OR TANYA
LAFRANCE, EDWARD D & BETTY L
MATHIAS, SAM; BARNES, BLEAUX &
105
RANKIN, MAURICE; TTEE MAURICE
109
MATHIAS, SAM; BARNES, BLEAUX &
DORMAN, HERBERT E.
76
BARNES, LESLIE D. & KAREN A.
PINNELL, CHRISTOL
PETREE, JOSH & DEANNA
25
WOOBY, GEORGE C. & BARBARA R.
PFALZGRAF, KELLYE E. & CHARLOTTE
20
RED CANYON DEVELOPMENT, LLC
0 50 100 200 300 400
Feet
BURNETT, WALTER II
62

City of Fayetteville Staff Review Form

Added at Agenda Session 5/29/07

City Council Agenda Items and Contracts, Leases or Agreements

June 5, 2007
City Council Meeting Date
Agenda Items Only

Tony Johnson	Fire	Fire
Submitted By	**Division**	**Department**

Action Required:

Council approval of the Fire Dept procedures for firefighter physicals.

$ 10,000.00	$ 19,700.00	Professional Services
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.3020.5314.00	$ 10,500.00	Services and Charges
Account Number	Funds Used to Date	Program / Project Category Name
	$ 9,200.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director	5-18-07 Date	Previous Ordinance or Resolution #
City Attorney	5-23-07 Date	Original Contract Date:
Finance and Internal Service Director	5-23-07 Date	Original Contract Number:
Mayor	Date	

Received in City Clerk's Office ENTERED 5/18/07

Received in Mayor's Office ENTERED 5/23/07

Comments: The budget adjustment has already been processed for this item.

City of Fayetteville Fire Department
303 W. Center St. Fayetteville, AR. 72701
Phone (479) 575-8365 Fax (479) 575-0471

Project Request

To: Mayor Coody
Fayetteville City Council

From: Tony Johnson, Fire Chief TJ

Subject: Fire Department Procedure Approval

Date: May 18, 2007

Recommendation

I am recommending that you accept and approve the Firefighter Physical Examination Procedure which will allow for firefighter physicals to certify that those who are expected to do interior structural fire fighting are physically capable of performing the duties which may be assigned to them during emergencies. The procedure is based on the minimum requirements of Occupational Safety and Health Administration's Fire Brigade Standard which is found in Title 29 of the Code of Federal Regulations (29 CFR 1910.156 Fire Brigades (b) (2).

Background

In America, 45 percent of the firefighters that die on the job, or in the line of duty, die from coronary heart disease. The chances are increased 10 to 100 times during an emergency, or when firefighters are responding to or returning from an incident. This statistic is exceptionally high when compared against other occupations.

Discussion

This is being brought before the Council pursuant to Arkansas Code 14-51-302 and City of Fayetteville Policy and Procedure AD-01. The statute requires Council approval and the City's Policy and Procedure requires the Mayor to review and approve in writing all administrative policies and procedures. Both documents are attached and made a part of this request.

Budget Impact

The funding for this project will come from the fire department's annual operations budget and will cost approximately $10,500 per year.

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE THE FIREFIGHTER PHYSICAL EXAM PROCEDURE TO HELP ENSURE THE PHYSICAL HEALTH AND SAFETY OF FAYETTEVILLE FIREFIGHTERS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville firefighters.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Subject: Firefighter Physical Examination Procedure

Effective Date: June 6, 2007

Replaces and Supersedes: None, new document

Automatic Review Date: June 1, 2010

Fire Chief's Signature: _____

Mayor's Signature: _____

Page: 1 of 2

A. Purpose

In conjunction with our Annual Agility Test Program, Voluntary Fitness Assessments and the City of Fayetteville's Wellness Benefit, this procedure has been adopted. The department requires firefighter physicals to certify that those who are expected to do interior structural fire fighting are physically capable of performing the duties which may be assigned to them during emergencies. Employees with known heart disease, epilepsy, or emphysema, shall not participate in fire brigade emergency activities unless a physician's certificate of the employee's fitness to perform his/her essential job functions as an interior structural firefighter.

B. Policy

It is a policy of the City of Fayetteville Fire Department to provide physicals for its firefighters every other year for the purpose of medically certifying their ability to perform interior structural fire fighting. This policy is based on the minimum requirements of: *29 CFR 1910.156 Fire Brigades (b) (2).*

C. Procedure

Every year, the department will provide physicals for half of the total number of uniform firefighters on active duty with the department from a certified occupational health clinic. The department will make every effort to have these examinations conducted while the firefighter is on duty.

If the results from the examination prove negative for heart disease, epilepsy and emphysema, the firefighter will be certified to return to work.

If the results from the examination prove positive for heart disease, epilepsy or emphysema, individually or collectively, the firefighter may not return to work until a practicing physician certifies the employee's fitness to perform his/her essential job functions as an interior structural firefighter.

City of Fayetteville
Fire Department

Firefighter/OSHA Physical Examination Form

Firefighter _____ was examined by me on; _____. During the physical examination he/she was checked for the following conditions; 1) Heart Disease, 2) Epilepsy and 3) Emphysema. The results of the tests are as follows:

* Heart Disease	negative ___	positive___
* Epilepsy	negative___	positive___
* Emphysema	negative___	positive___

In my opinion, this firefighter is/ is not physically able to perform interior structural fire fighting functions pursuant to; 29 CFR 1910.156 Fire Brigades, paragraph (b) (2).

_____
Physician's Printed Name

_____
Physician's Signature

_____
Date

_____
Firefighter's Printed Name

_____
Firefighters Signature

_____
Date

[Code of Federal Regulations]
[Title 29, Volume 5]
[Revised as of July 1, 2006]
From the U.S. Government Printing Office via GPO Access
[CITE: 29CFR1910.156]

[Page 494-497]

TITLE 29--LABOR

CHAPTER XVII--OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION, DEPARTMENT OF LABOR

PART 1910_OCCUPATIONAL SAFETY AND HEALTH STANDARDS--Table of Contents

Subpart L_Fire Protection

Sec. 1910.156 Fire brigades.

(a) Scope and application--(1) Scope. This section contains requirements for the organization, training, and personal protective equipment of fire brigades whenever they are established by an employer.

(2) Application. The requirements of this section apply to fire brigades, industrial fire departments and private or contractual type fire departments. Personal protective equipment requirements apply only to members of fire brigades performing interior structural fire fighting. The requirements of this section do not apply to airport crash rescue or forest fire fighting operations.

(b) Organization--(1) Organizational statement. The employer shall prepare and maintain a statement or written policy which establishes the existence of a fire brigade; the basic organizational structure; the type, amount, and frequency of training to be provided to fire brigade members; the expected number of members in the fire brigade; and the functions that the fire brigade is to perform at the workplace. The organizational statement shall be available for inspection by the Assistant Secretary and by employees or their designated representatives.

(2) Personnel. The employer shall assure that employees who are expected to do interior structural fire fighting are physically capable of performing duties which may be assigned to them during emergencies. The employer shall not permit employees with known heart disease, epilepsy, or emphysema, to participate in fire brigade emergency activities unless a physician's certificate of the employees' fitness to participate in such activities is provided. For employees assigned to fire brigades before September 15, 1980, this paragraph is effective on September 15, 1990. For employees assigned to fire brigades on or after September 15, 1980, this paragraph is effective December 15, 1980.

(c) Training and education. (1) The employer shall provide training and education for all fire brigade members commensurate with those duties and functions that fire brigade members are expected to perform. Such training and education shall be provided to fire brigade members before they perform fire brigade emergency activities. Fire brigade leaders and training instructors shall be provided with training and education which is more comprehensive than that provided to the general membership of the fire brigade.

(2) The employer shall assure that training and education is conducted frequently enough to assure that each member of the fire brigade is able to perform the member's assigned duties and functions satisfactorily and in a safe manner so as not to endanger fire brigade members or other employees. All fire brigade members shall be provided with training at least annually. In addition, fire brigade members who are expected to perform interior structural fire fighting shall be provided with an education session or training at least quarterly.

(3) The quality of the training and education program for fire brigade members shall be similar to those conducted by such fire training schools as the Maryland Fire and Rescue Institute; Iowa Fire Service Extension; West Virginia Fire Service Extension;

[[Page 495]]

Georgia Fire Academy, New York State Department, Fire Prevention and Control; Louisiana State University Firemen Training Program, or Washington State's Fire Service Training Commission for Vocational Education. (For example, for the oil refinery industry, with its unique hazards, the training and education program for those fire brigade members shall be similar to those conducted by Texas A & M University, Lamar University, Reno Fire School, or the Delaware State Fire School.)

(4) The employer shall inform fire brigade members about special hazards such as storage and use of flammable liquids and gases, toxic chemicals, radioactive sources, and water reactive substances, to which they may be exposed during fire and other emergencies. The fire brigade members shall also be advised of any changes that occur in relation to the special hazards. The employer shall develop and make available for inspection by fire brigade members, written procedures that describe the actions to be taken in situations involving the special hazards and shall include these in the training and education program.

(d) Fire fighting equipment. The employer shall maintain and inspect, at least annually, fire fighting equipment to assure the safe operational condition of the equipment. Portable fire extinguishers and respirators shall be inspected at least monthly. Fire fighting equipment that is in damaged or unserviceable condition shall be removed from service and replaced.

(e) Protective clothing. The following requirements apply to those employees who perform interior structural fire fighting. The requirements do not apply to employees who use fire extinguishers or standpipe systems to control or extinguish fires only in the incipient stage.

(1) General. (i) The employer shall provide at no cost to the employee and assure the use of protective clothing which complies with the requirements of this paragraph. The employer shall assure that protective clothing ordered or purchased after July 1, 1981, meets the requirements contained in this paragraph. As the new equipment is provided, the employer shall assure that all fire brigade members wear the equipment when performing interior structural fire fighting. After July 1, 1985, the employer shall assure that all fire brigade members wear protective clothing meeting the requirements of this paragraph when performing interior structural fire fighting.

(ii) The employer shall assure that protective clothing protects the head, body, and extremities, and consists of at least the following components: foot and leg protection; hand protection; body protection; eye, face and head protection.

(2) Foot and leg protection. (i) Foot and leg protection shall meet

the requirements of paragraphs (e)(2)(ii) and (e)(2)(iii) of this section, and may be achieved by either of the following methods:

(A) Fully extended boots which provide protection for the legs; or

(B) Protective shoes or boots worn in combination with protective trousers that meet the requirements of paragraph (e)(3) of this section.

(ii) Protective footwear shall meet the requirements of Sec. 1910.136 for Class 75 footwear. In addition, protective footwear shall be water-resistant for at least 5 inches (12.7 cm) above the bottom of the heel and shall be equipped with slip-resistant outer soles.

(iii) Protective footwear shall be tested in accordance with paragraph (1) of appendix E, and shall provide protection against penetration of the midsole by a size 8D common nail when at least 300 pounds (1330 N) of static force is applied to the nail.

(3) Body protection. (i) Body protection shall be coordinated with foot and leg protection to ensure full body protection for the wearer. This shall be achieved by one of the following methods:

(A) Wearing of a fire-resistive coat meeting the requirements of paragraph (e)(3)(ii) of this section in combination with fully extended boots meeting the requirements of paragraphs (e)(2)(ii) and (e)(2)(iii) of this section; or

(B) Wearing of a fire-resistive coat in combination with protective trousers both of which meet the requirements of paragraph (e)(3)(ii) of this section.

(ii) The performance, construction, and testing of fire-resistive coats and

[[Page 496]]

protective trousers shall be at least equivalent to the requirements of the National Fire Protection Association (NFPA) standard NFPA No. 1971-1975, ``Protective Clothing for Structural Fire Fighting,'' which is incorporated by reference as specified in Sec. 1910.6, (See appendix D to subpart L) with the following permissible variations from those requirements:

(A) Tearing strength of the outer shell shall be a minimum of 8 pounds (35.6 N) in any direction when tested in accordance with paragraph (2) of appendix E; and

(B) The outer shell may discolor but shall not separate or melt when placed in a forced air laboratory oven at a temperature of 500 [deg]F (260 [deg]C) for a period of five minutes. After cooling to ambient temperature and using the test method specified in paragraph (3) of appendix E, char length shall not exceed 4.0 inches (10.2 cm) and after-flame shall not exceed 2.0 seconds.

(4) Hand protection. (i) Hand protection shall consist of protective gloves or glove system which will provide protection against cut, puncture, and heat penetration. Gloves or glove system shall be tested in accordance with the test methods contained in the National Institute for Occupational Safety and Health (NIOSH) 1976 publication, ``The Development of Criteria for Fire Fighter's Gloves; Vol. II, Part II: Test Methods,'' which is incorporated by reference as specified in Sec. 1910.6, (See appendix D to subpart L) and shall meet the following criteria for cut, puncture, and heat penetration:

(A) Materials used for gloves shall resist surface cut by a blade with an edge having a 60[deg] included angle and a .001 inch (.0025 cm.) radius, under an applied force of 16 lbf (72N), and at a slicing velocity of greater or equal to 60 in/min (2.5 cm./sec);

(B) Materials used for the palm and palm side of the fingers shall resist puncture by a penetrometer (simulating a 4d lath nail), under an applied force of 13.2 lbf (60N), and at a velocity greater or equal to 20 in/min (.85 cm./sec); and

(C) The temperature inside the palm and gripping surface of the fingers of gloves shall not exceed 135 [deg]F (57 [deg]C) when gloves or glove system are exposed to 932 [deg]F (500 [deg]C) for five seconds at 4 psi (28 kPa) pressure.

(ii) Exterior materials of gloves shall be flame resistant and shall be tested in accordance with paragraph (3) of appendix E. Maximum allowable afterflame shall be 2.0 seconds, and the maximum char length shall be 4.0 inches (10.2 cm).

(iii) When design of the fire-resistive coat does not otherwise provide protection for the wrists, protective gloves shall have wristlets of at least 4.0 inches (10.2 cm) in length to protect the wrist area when the arms are extended upward and outward from the body.

(5) Head, eye and face protection. (i) Head protection shall consist of a protective head device with ear flaps and chin strap which meet the performance, construction, and testing requirements of the National Fire Safety and Research Office of the National Fire Prevention and Control Administration, U.S. Department of Commerce (now known as the U.S. Fire Administration), which are contained in ``Model Performance Criteria for Structural Firefighters' Helmets'' (August 1977) which is incorporated by reference as specified in Sec. 1910.6, (See appendix D to subpart L).

(ii) Protective eye and face devices which comply with Sec. 1910.133 shall be used by fire brigade members when performing operations where the hazards of flying or falling materials which may cause eye and face injuries are present. Protective eye and face devices provided as accessories to protective head devices (face shields) are permitted when such devices meet the requirements of Sec. 1910.133.

(iii) Full facepieces, helmets, or hoods of breathing apparatus which meet the requirements of Sec. 1910.134 and paragraph (f) of this section, shall be acceptable as meeting the eye and face protection requirements of paragraph (e)(5)(ii) of this section.

(f) Respiratory protection devices--(1) General requirements. (i) The employer must ensure that respirators are provided to, and used by, fire brigade members, and that the respirators meet the requirements of 29 CFR 1910.134 and this paragraph.

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(ii) Approved self-contained breathing apparatus with full-facepiece, or with approved helmet or hood configuration, shall be provided to and worn by fire brigade members while working inside buildings or confined spaces where toxic products of combustion or an oxygen deficiency may be present.

Such apparatus shall also be worn during emergency situations involving toxic substances.

(iii) Approved self-contained breathing apparatus may be equipped with either a ``buddy-breathing'' device or a quick disconnect valve, even if these devices are not certified by NIOSH. If these accessories are used, they shall not cause damage to the apparatus, or restrict the air flow of the apparatus, or obstruct the normal operation of the apparatus.

(iv) Approved self-contained compressed air breathing apparatus may

be used with approved cylinders from other approved self-contained compressed air breathing apparatus provided that such cylinders are of the same capacity and pressure rating. All compressed air cylinders used with self-contained breathing apparatus shall meet DOT and NIOSH criteria.

(v) Self-contained breathing apparatuses must have a minimum service-life rating of 30 minutes in accordance with the methods and requirements specified by NIOSH under 42 CFR part 84, except for escape self-contained breathing apparatus (ESCBAs) used only for emergency escape purposes.

(vi) Self-contained breathing apparatus shall be provided with an indicator which automatically sounds an audible alarm when the remaining service life of the apparatus is reduced to within a range of 20 to 25 percent of its rated service time.

(2) Positive-pressure breathing apparatus. (i) The employer shall assure that self-contained breathing apparatus ordered or purchased after July 1, 1981, for use by fire brigade members performing interior structural fire fighting operations, are of the pressure-demand or other positive-pressure type. Effective July 1, 1983, only pressure-demand or other positive-pressure self-contained breathing apparatus shall be worn by fire brigade members performing interior structural fire fighting.

(ii) This paragraph does not prohibit the use of a self-contained breathing apparatus where the apparatus can be switched from a demand to a positive-pressure mode. However, such apparatus shall be in the positive-pressure mode when fire brigade members are performing interior structural fire fighting operations.

[45 FR 60706, Sept. 12, 1980; 46 FR 24557, May 1, 1981; 49 FR 18295, Apr. 30, 1984; 61 FR 9239, Mar. 7, 1996; 63 FR 1284, Jan. 8, 1998; 63 FR 33467, June 18, 1998]

Portable Fire Suppression Equipment

CITY OF FAYETTEVILLE, ARKANSAS
POLICY AND PROCEDURE

Subject:	**Uniform Policies and Procedures – Establishing**
Policy Number:	**AD-01**
Original Policy Date:	**June 1, 1993**
Effective Date of New/Revised Policy:	**August 1, 2005**
Revision Dates:	**Replaces GA-01 issued August 1, 1992**
Custodian: (Division)	**Administration**
Mayor's Signature and Date	

AD-1.0 PURPOSE:

The purpose of this directive is to establish a uniform policy directed toward developing a coherent and coordinated administrative policy and procedures manual and clarifying the issuance of any municipal correspondence or instruction which has or could be interpreted to be administrative policy.

AD-1.1 POLICY:

A. The Mayor is responsible for the direction and supervision of the administration of City departments and operations. In order to assure that the City organization operates in a uniform and professional manner, all administrative policies or procedures which affect the operations of the City or another department must be reviewed and approved in writing by the Mayor. This includes any proposed directive originated by a department director or staff member which is either directed to another department or affects the operations of the City.

B. Any administrative policy or procedure which impacts or affects the operations of the City will be prepared for inclusion in the City of Fayetteville Administrative Policies and Procedures Manual in the format as established by the Mayor. The format will generally identify (1) the purpose, (2) the specific policy or procedure, and (3) other items such as responsibility. Due to subject matter, there may be exceptions to this format. Said policy manual will be readily available in every department and division for review by any City employee, and a copy will be made available for public review.

C. All department directors, division heads and supervisors are expected to become thoroughly acquainted with the Administrative Policy and Procedures Manual and to participate in its implementation, development and update.

AD-1.2 PROCEDURE:

A. Prior to submitting a proposed administrative policy and procedure to the Mayor for review and approval, each department director, division head and supervisor whose operations may be affected by the proposed policy and procedure must be provided an opportunity to review and comment.

B. Following the review and comment period (a period of time sufficient to allow thorough review), the proposed administrative policy and procedure shall be submitted to the Mayor for review. If approval is granted by the Mayor, the original administrative policy and procedure must be submitted to the City Clerk's Office for dissemination.

C. The City Clerk's Office will disseminate approved policies and procedures to all department directors and division heads.

14-51-302. Departmental rules and regulations.

All employees in any fire or police department affected by this chapter shall be governed by rules and regulations set out by the chief of their respective police or fire departments after rules and regulations have been adopted by the governing bodies of their respective municipalities.

History. Acts 1933, No. 28, § 4; Pope's Dig., § 9948; A.S.A. 1947, § 19-1604.

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

City of Fayetteville Arkansas
City Council Meeting Minutes
May 15, 2007

A meeting of the Fayetteville City Council was held on May 15, 2007 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Coody called the meeting to order.

PRESENT: Alderman Gray, Thiel, Cook, Allen, Rhoads, Ferrell, Lucas, Jordan, Mayor Coody, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience

Pledge of Allegiance

Mayor Coody welcomed John Coleman the new Sustainability Coordinator to the City of Fayetteville.

John Coleman: I appreciate you having me. We had the interviews a few months ago so we had a lag period there. I have been anticipating getting to Fayetteville. I came on board yesterday and it's been a bit of a whirlwind but I'm glad to be here.

Mayor Coody: It's good to have you John. He's from Austin and he just got his Masters in Public Policy at LBJ University at the University of Texas. He has a long history of doing good work all over the country. He just left Austin where he was helping put together their energy program. We are really going to hit the ground running.

City Attorney Kit Williams Outstanding Service Award

Mayor Coody: Kit, I have an outstanding service award to present to you that says: In recognition of your hard work and dedication of bringing the tax increment financing litigation to a successful conclusion. Thank you.

City Attorney Kit Williams: Thank you Mayor.

Mayor Coody: That took how many years?

City Attorney Kit Williams: Not even two years but it was a labor that I'm glad is over with and was resolved fairly successfully for us and for all the government entities. I am happy with the Supreme Court ruling and am glad that they made a comprehensive decision as I asked them to do.

Mayor Coody: Well, you did a good job on that. Thanks for your dedication and hard work.

Alderman Cook announced the board and committee openings. He stated applications are taken at the clerk's office through June 1st. He went on to read the board and committee vacancies.

Botanical Garden Annual Report - Catherine Bass.

Mayor Coody: Cathy Bass is here tonight. I would like to congratulate you on your Greening of the Garden fundraiser the other night. The crowds were incredible and the gardens have transformed like I never expected to see them. You guys have really done an amazing job.

Catherine Bass briefly went over the Botanical Garden Annual Report. She stated I advise you to come and look at it.

Mayor Coody: Once again I want to congratulate you on the incredible transformation the garden has gone through. Everyone should get out and take a look at it.

Catherine Bass: We hope it will be well used. It's a public garden and it's your garden so please come.

Alderman Lucas: Cathy, what are the hours and when is it open so the public will know?

Catherine Bass: They can come now. It would be fun to watch as things are added and changed. There are walkways and it is very safe. People are invited to come out and of course the trail is used heavily.

Mayor Coody: Thanks for all your hard work. Thanks for all your hard work out there Scott, the place looks great. I can't wait to see it three years from now. It's going to be unbelievable.

CONSENT:

Approval of the April 17, 2007 and May 1, 2007 City Council meeting minutes.

Approved

McClelland Consulting Engineers, Inc. Engineering Contract: A resolution awarding an engineering contract to McClelland Consulting Engineers, Inc. in an amount not to exceed $80,200.00 for geotechnical studies, topographic surveys, flood analysis, design, bidding, and construction services associated with five (5) trail bridges for Scull Creek Trail.

Resolution 85-07 as Recorded in the office of the City Clerk.

Wilson Brothers Construction: A resolution approving a contract with Wilson Brothers Construction in the amount of $1,327,793.62 for improvements to the Noland Wastewater Treatment Plant Primary Pond, WSIP Subproject EP-1; and approving a 5% project contingency in the amount of $65,000.00.

Resolution 86-07 as Recorded in the office of the City Clerk.

Bid # 07-36 Glover's Truck Parts & Equipment: A resolution awarding Bid # 07-36 to Glover's Truck Parts & Equipment for the purchase of one (1) Low Boy Semi Trailer in the amount of $55,719.00 for use by the Transportation Division.

Resolution 87-07 as Recorded in the office of the City Clerk.

Bid # 07-39 Williams Tractor: A resolution awarding Bid # 07-39 to Williams Tractor for the purchase of two (2) Compact Track Excavators in the amount of $99,377.00, one for use by the Water & Sewer Division and the other for use by the Transportation Division; and approving budget adjustments in the amount of $41,627.00 and $750.00 respectively.

Resolution 88-07 as Recorded in the office of the City Clerk.

Bid # 07-40 Riggs Power Solutions, Three Backup Power Generators: A resolution awarding Bid #07-40 to Riggs Power Solutions for the purchase of three (3) backup power generators in the amount of $74,268.72 for WSIP Subproject EL-4, East Side Lift Station Upgrades.

Resolution 89-07 as Recorded in the office of the City Clerk.

Bid # 07-40 Riggs Power Solutions, One Emergency Generator: A resolution awarding Bid # 07-40 to Riggs Power Solutions for the purchase of one (1) additional backup power Generator in the amount of $28,066.00 to provide power for the new fuel facility and the Fleet Operations/Transportation Building.

Resolution 90-07 as Recorded in the office of the City Clerk.

Alderman Jordan moved to approve the Consent Agenda as read. Alderman Cook seconded the motion. Upon roll call the motion passed unanimously.

UNFINISHED BUSINESS:

The Links at Fayetteville Appeal: An ordinance establishing a Residential Planned Zoning District titled R-PZD 07-2452, The Links at Fayetteville, located at the northeast corner of Wedington and Rupple Road; containing approximately 152.23 acres; amending the official zoning map of the city of Fayetteville; and adopting the Associated Master Development Plan. ***This ordinance was left on the Third Reading at the May 1, 2007 City Council meeting and Tabled to the May 15, 2007 City Council meeting.***

Jeremy Pate, Director of Current Planning gave a brief update on the project.

Alderman Lucas: Jeremy, I am concerned about access to the park. I realize the access to the park is in the north part of the development, is that going to include the access to the park and parking spaces or will we have to wait until the next phase is built before they can get to the park?

Jeremy Pate: The park land dedication would likely happen at the time of the first phase. This connects to Bryce Davis Park so there would be access through that particular point.

Alderman Lucas: But the access from the west side.

Jeremy Pate: I would have to ask the applicant if that connection is a part of their first phase.

Kim Fugitt indicated on the map where the connectivity would be.

Alderman Lucas: I have to ask this question because I got burned once before. The building of the roads in this it says you will do it; you also will pay for it?

Kim Fugitt: You're talking about Rupple Road?

Alderman Lucas: I'm talking about the roads beginning at Wedington, the developer will widen the existing roadway. This is a big project.

Kim Fugitt: Yes, Ma'am, we are talking about the Bill of Assurance.

Alderman Lucas: Yes, the roads that he said he would build.

Kim Fugitt: Yes Ma'am, with the exception of the portion of road that is north of this property, there will be a cost share arrangement on that portion.

Mayor Coody: Thanks Lioneld for your work on this. I want to thank Mr. Lindsey too for his help in making Rupple Road come together.

City Attorney Kit Williams: Mr. Mayor, we need to do two things before any vote is taken. In order to acknowledge the Bill of Assurance in section two of the ordinance where it says the changes in zoning classifications based upon the approved master development plan, development standards statement of commitments, we need to add right there: Bill of Assurance and conditions of approval. We need an amendment to add "Bill of Assurance" at that point in section two of the ordinance.

Alderman Jordan moved to amend the ordinance to add a Bill of Assurance and Condition of Approval. Alderman Ferrell seconded the motion. Upon roll the motion passed unanimously.

City Attorney Kit Williams: Secondly, it was mentioned that this Bill of Assurance is unusual to the extent that the City is committing to do something in it too. There are two things the City would be committing to do. In paragraph five, if right of way is needed to be acquired from another property owner then the city has agreed to acquire that because we have the power of condemnation and obviously a private landowner does not. Paragraph seven requires an equal cost share between the city and the Links for approximately $130,000 which is the improvement

to Rupple Road north of the Links property. We don't know exactly what that is because it hasn't been built yet. Because the Bill of Assurance does require the City to do those two things. I think we need to pass the resolution tonight presented to you that authorizes the Mayor to sign the Bill of Assurance which is also an agreement.

Alderman Jordan moved to add a resolution to the agenda regarding the Bill of Assurance and Contract between the Links at Fayetteville and the City of Fayetteville. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

Alderman Cook: I appreciate Mr. Lindsey's staff. He has made many improvements that I have issues with other developments in town and he has made many improvements. He has gone the right direction on those improvements and I do appreciate that. I certainly appreciate the work on the traffic improvements and the changes that have been committed to over the last couple of weeks. I still have issues with the development as a whole and I do not think it meets our City Plan 2025 goals that we outlined. Some of my issues are the layout itself, the true traditional neighborhood design and more connectivity within the development. I don't think this development meets the criteria that we outlined.

He went on to discuss his concerns about the project. He stated while I don't have an issue with the density of the development, I think if we put a different development with the same density we would still have traffic issues and I think those have been addressed. He expressed his concerns about the greenspace and park land. He stated I will most likely vote against this development for those reasons.

Alderman Allen: Kit, I was interested in why in the last couple of meetings when we discussed the Links, there has been a great deal of discussion about the economic impact of this project whereas when the Divinity project was discussed we are actually in Court over discussing the economic impacts of that. I wondered if you could explain to me why one and not the other.

City Attorney Kit Williams explained the differences between this project and the Divinity project. He stated the only issue when a large scale development is presented to the Planning Commission or the City Council on appeal is whether it complies with the particular ordinances that the City Council has set forth that all large scale developments must follow. Economics is not in any of those criteria. This is a planned zoning district so this is not only like a large scale development; it is a zoning decision also. I think more was made of economic impact than should have been. When you come to zoning decisions, which the PZD is, there are some considerations of economics. When you look at a large scale development it's simply not in there. When it comes to a large scale development or ratifying a preliminary plat, my advice will remain, do not discuss economic considerations. There are many other considerations that the City Council should consider in making this decision.

Alderman Allen: Do you think it's a gray area?

City Attorney Kit Williams: I think the highest and best use of the land and some of the other language that is within the statute that talks about planning does indicate that economics to some extent can be taken into consideration as well as compatibility and uniformity of development. I think you are given much more latitude and discretion when it comes to zoning than you are if you are considering a large scale development or preliminary plat which pretty much should be, did it meet our ordinance, if it did it passes, if it didn't, it doesn't pass.

Alderman Allen: Then I would like to ask either Jeremy or Tim my ongoing question about infill and sprawl. Have we determined that infill is anything that is within the city limits?

Jeremy Pate: I think if you "google" infill you can find that in one definition, it is anything within the city Limits. I don't think that is how we presented it to you through the City Plan 2025. Infill is typically seen in most cases as a parcel of land that is either currently under developed or is proposed to be developed at a higher density or intensity than it has been in the past.

Alderman Allen: I think of infill as being within a mile or so radius of the core of the City. I thought the Ruskin Heights area was border line of what I would consider to be in an infill area and this is way far out there. Do you consider this infill?

Jeremy Pate: I don't. This is a greenfill site. Prior to development proposals on the site it was used agriculturally. It was only annexed two years ago, so it was outside the city limits even though it surrounded by the city. It was an island and it was annexed by an island annexation. So it's not being utilized by any type of urban density or intensity in the past, it was always used agriculturally with a single family home or a couple of single family homes on large acreage.

Jeremy gave examples of what is considered infill.

The way we presented it and the way Dover Kohl and staff discussed it as part of our City Plan 2025, it took on a little bit of a different meaning than either one of the other approaches.

Alderman Allen: I have a lot of the same concerns that Kyle listed. I do have some trouble with the density. I think that is going to create so much traffic in that area. I'm thankful about the road, we need the road and I'm delighted that is being offered. I would like to know a little bit more about this situation with affordable housing. I know that we can't ask you to put in a Bill of Assurance that those would be owner occupied for five years but I wondered if there were covenants or any kind of way to do that. You can't keep people from selling homes but I do have concerns about college students and parents who buy those that they will be used for students and they won't be used as affordable housing. I think the golf course is gorgeous but I would like there to be more green space that was really available for use in that area. I have a great deal of regard for the staff's recommendations and their hard work and opinion. I don't believe that this complies with our 2025 Plan. Even though I am appreciative of the many things that they are willing to do, it is my intent to vote against the project.

Alderman Thiel stated I appreciate Nancy clarifying the economic question. It does factor in. She went on to do a comparison of Wellspring and The Links project. She asked how they actually compare as far as the park land and the amount of land for public park space.

Jeremy Pate: I actually handed that out in a comparison sheet. I believe that Wellspring had 20 acres of dedicated park land and the other 20 acres was a large public green and tree preservation area. With this there are 17.32 acres of dedicated park land so it's just slightly underneath the other dedicated park land. There are also fewer dwelling units on this property so those ratios are a little bit different as well.

Alderman Thiel: There are fewer?

Jeremy Pate: There are fewer on Wellspring, 1,025. They were doing all park land dedication with no money in lieu. This one is 1,185 and they are doing a combination of park land dedication and some money in lieu for this particular project.

Alderman Thiel: I like that they have more green space because of the golf courses but then there is the issue about golf courses not being necessarily kind to the environment because of all the nutrients that are used. I have an issue with the Ward 4 alderman both supporting this project because of the benefit to the road improvements but those road improvements are going to be needed a lot more with this project. Do you feel like everyone is now positive in your Ward about this because of the improvements, the cost share and the improvements that Lindsey is going to make to Rupple Road?

Alderman Lucas: I have heard a lot from the people that they think it's a good development. It's like Kyle and Nancy said, it's an apartment complex, let's face it. It's not a neighborhood but the only saving grace on this one is that it does have a public street that goes through it in three different directions. I don't like the long parking lots and the development is ahead of infrastructure. We are not going to have Mt. Comfort improved for about three years and we have a terrible intersection at Rupple and Mt. Comfort that these people are going to be driving on. We just need another revenue stream for roads in order to build these things right when we build them. Where are people going to go when Mt. Comfort is being built and this development is in? They will be coming to Wedington Drive, that is the only place they have to come out. It's really a dilemma. She went on to express her concerns with the project. She stated I am going to support it tonight. I appreciate what Alderman Jordan has done with the Street Committee, that is a dangerous road and that is going to be a tremendous improvement even though we are not fixing that corner up and the bridge is not going to be widened. I don't like the development but we can look at it as something else could go in there.

Alderman Jordan: A few years ago at a Ward 4 meeting the people said if you fix anything in the Ward fix Rupple Road. We talked about a loop all the way around the City; it went to the Street Committee. We talked about building Rupple Road as a four lane with greenspace in the middle, with bike lanes, with six foot sidewalk and greenspace and how that would benefit the city. We simply did not have the money. I sat in a citizens group and the Mayor was there last Thursday night and the number one thing they talked about was moving the traffic and transportation needs. At first I was not going to support this development because the roads were going to be done a little at a time. In talking to Mr. Lindsey he said that he would build a four lane for ¾ a mile with green space in the center with a six foot sidewalk and bike lane from Wedington to Mt. Comfort Road. When we get to the end of his property with a small cost share from the City we would widen that road again to 28 feet. There is about 400 feet on the south end that he said he would put a sidewalk curb and gutter road and that's not even his property. He also said he would give us access from his property across the golf course to the park. If we turn this development down tonight then I can assure you that some other development is going to go in there because that area is going to develop. Here we have a developer offering to build half of that boulevard from Mt. Comfort to Wedington with a six foot sidewalk and a bike lane which addresses alternative transportation needs as well and for that I am going to support this development.

Alderman Gray: I have to agree with the other alderman there are concerns. I value the opinion of our Planning staff. I appreciate the efforts that the applicant has made and the efforts they have made to meet with each one of us individually to talk about it. I do see this

development a little bit different, we are promised several different kinds of living situations. There is a lot more to this development than just apartments, it is a mixed use development there will be some commercial. I have had people from that area tell me we need that kind if mixed use development in that neighborhood. Even though we won't be able to enjoy all of the green space because part of it is a golf course, if you are in those dwellings you can look out and see that beautiful golf course. I think that adds a lot to the beauty of that development. We do have to be concerned about affordable housing and this does provide some of that. I feel that I will have to support this for the City of Fayetteville.

Alderman Ferrell: I appreciate the willingness of Alderman Jordan and Lindsey's people sitting down trying to work out a solution for one of the biggest objections to this which was the traffic. It seems like it worked out to where it will be a good deal to help with that traffic.

Alderman Jordan: I too would like to thank Mr. Lindsey, staff, administration and Shirley Lucas for all their help on this.

Jeremy Pate: I just want to make sure that everyone is on the same page. The actual ordinance exhibits that were passed out, the plats and booklets that we originally passed out have been amended and those are the amendments we passed out to add the other public street. I just want to make sure everyone is clear. The consideration is for the one that is stamped *Revisions submitted for City Council review May 1, 200.* That is the plan you should be voting on. Kit, I don't know if that needs to be an amendment to the actual PZD but I just want to make sure that's the one that will be voted upon tonight. We will of course modify the booklets and plats accordingly if it is approved.

Mayor Coody: Kit, do we need to be specific about this map?

City Attorney Kit Williams: No, I think that with Jeremy's statement, obviously that is what is up before the Council to approve or not approve tonight. Mr. Lindsey's units are all here and it's up on the board. All his spokesmen are here and they realize what the situation is.

Alderman Cook: We're voting on the Planning Commission's appeal?

City Attorney Kit Williams: If you vote in favor of the ordinance then you are granting the appeal and adopting this ordinance.

Mayor Coody asked shall the ordinance pass. Upon roll call the ordinance passed 6-2. Alderman Cook and Allen voting no.

Ordinance 5015 as Recorded in the Office of the City Clerk.

City Attorney Kit Williams: Then I would ask you to also vote on the resolution.

The following item was added to the agenda:

Links Bill of Assurance and Contract: A resolution to approve the Bill of Assurance and Contract between the Links at Fayetteville and the City of Fayetteville.

Alderman Jordan moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 91-07 as Recorded in the office of the City Clerk.

PUBLIC HEARING:

Mayor Coody Opened the Public Hearing

Farmington Annexation Public Hearing Date: A public hearing regarding the City of Farmington's desire to annex 25.44 acres currently in the city limits of Fayetteville.

Larry Weeks: I would like to thank you for this opportunity for the reconsideration of this petition. I would especially like to thank you Mayor for your determination and assistance in keeping your word. I would also like to thank Alderman Ferrell, Thiel and Gray. I would like to thank Mr. Williams for his direction and advice in how we can proceed.

As you know at the meeting of September 5th there was an island annexation and we were opposed to that annexation. We were told at that meeting that if we would accept being annexed into Fayetteville that at some later date we could detach. There was no opposition offered by any member of the City Council at that time so we assumed we had an applied agreement and moved forward. As you know, six months later we were denied our petition. The reason we were given was uneven borders. We have since gone back to our neighbors and have the seven original signatures on the petition. These boundaries, I have been told, may be more acceptable.

If you look at the east side of Fayetteville the boundaries are much the same, they are uneven. I think in the beginning the Council was mislead to believe that all the residents in that area wanted to be annexed to Fayetteville, that was not the case. The people pushing for annexation were developers. They had purchased large parcels of land in that area and wanted them in Fayetteville. Most of the residents in my area preferred Farmington. We were asked by Ms. Lucas why we did not annex to Farmington sooner, we tried. Ms. Heather Dumas was the City Clerk of Farmington and was suppose to be handling that for us. At the September meeting Ms. Dumas spoke after my wife trying to get her property annexed into Fayetteville. Apparently Ms. Dumas had other fish to fry. I moved to Northwest Arkansas 20 years ago and I selected Farmington as my home town. They have stood by our side in triumph and tragedy. It is said home is where the heart is, that's Farmington for us. I spoke to Ms. Thiel after our first meeting and I asked her for her support. Her response was worth repeating, she said "I love Fayetteville and I know how I would feel if someone annexed me away from Fayetteville." I ask you to reconsider your decision of March 22nd.

Mayor Coody: Thank you Mr. Weeks. The date is set for the next meeting to vote on this is that right?

City Attorney Kit Williams read the State Statute. He stated you are not required to bring another ordinance forward but you may do it at the next meeting.

Alderman Thiel: You can't do it at this one?

City Attorney Kit Williams: You cannot do it at this meeting.

Alderman Allen: Will this be brought forward by one of the descending votes?

City Attorney Kit Williams: This is a new proposal, since the first proposal had five property owners only, now this has seven of the eight property owners and it is a new ordinance passed by Farmington. So this is an entirely new proposal so it is not like a reconsideration even though he said that.

Alderman Cook: Will staff make any comment on that or are they going to stay quiet on this one?

Tim Conklin: I agree with the City Attorney's comments, it is a new petition or ordinance that the City of Farmington passed on April 9th; it includes seven of the eight property owners so it does include a larger number. The original one, you voted on included only five; it excludes Mr. Rankin's property. Tim pointed out on the map which property was left out. He stated it is a policy decision for the Council to make at the next meeting.

Mayor Coody Closed the Public Hearing

NEW BUSINESS:

Fayetteville Economic Development Corridor Project: A resolution to approve the three recommended options for transportation improvements in the Fayetteville Expressway Economic Development Corridor Project.

Mayor Coody: This has been a long time coming. After many trips to Washington, it paid off. Hiring Mr. Van Scoyok really paid off to get a $13 million Federal appropriation specifically for transportation improvement around our economic development area. Steadily we move forward.

Ron Petrie, City Engineer: Our next step, once we have your approval, is to get final agreements with the Highway Department. These agreements pertain to the federal funds, once we have those agreements we can have the engineering design contracts to you to actually begin the design.

Mayor Coody: Will we see the presentations tonight?

Ron Petrie: Not tonight. The presentation was done at Agenda Session.

Alderman Thiel: And at Street Committee.

Alderman Allen: How long before we might actually be driving on one of these roads.

Ron Petrie: Once we actually know which options we will have, I promise you we will have schedules like we have on the other projects. I don't know the answer to that today. We have been told by the consultants, let's shoot for two years. It could be three.

Alderman Ferrell thanked the staff for getting this far. He stated we are headed in the right direction and it deserves a tip of the hat.

Mayor Coody: I want to give a tip of the hat to our congressional delegation Senators Prior and Lincoln and especially Congressman Boozman. All of them were instrumental on this and we owe them a debt of gratitude.

Alderman Ferrell moved to approve the resolution. Alderman Thiel seconded the motion. Upon roll call the resolution passed unanimously.

Resolution 92-07 as Recorded in the office of the City Clerk.

RZN 07-2520 (Karas): An ordinance rezoning that property described in rezoning petition RZN 07-2520, for approximately 1.50 acres, located at 4041 West Wedington Drive from R-A, Residential Agricultural to R-O, Residential Office.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated this is for an R-O zoning which is a less intense use than the original request. Staff recommended approval of this rezoning and the Planning Commission also agreed 9-0.

Alderman Lucas: This is in the new section of Wedington that is not five lanes, it's going to be four with some turn lanes, is that correct?

Ron Petrie: Yes, a majority of it is four lanes with five lanes and signals at the major intersections.

Alderman Lucas: Do you know if there is going to be a turn lane at this section?

Ron Petrie: This will be in the four lane section.

Alderman Cook: I remember the C-1 zoning that we discussed previously and I had an issue with that. This zoning is much more palatable and any of the uses that I might be scared of are all under conditional uses and that will require more public process so I like this zoning much better.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5016 as Recorded in the Office of the City Clerk.

Alderman Lucas introduced Dr. Rob Karas to the City Council.

Dr. Rob Karas: I just moved here about seven months ago from Indiana. I have a house off of Wedington by the college and I would like to put my family practice/walk-in clinic there. I have talked with an optometrist a dentist and a pharmacy. I have talked with the local pharmacy here and they are interested in having five lanes so that people can get out when they want to go against the traffic.

Alderman Ferrell: Welcome.

VAC 07-2519 (Milver Investments): An ordinance approving VAC 07-2519 submitted by Milver Investments, LLC for property located at 500 West Prairie Street, vacating an un-constructed right-of-way along the west side of West Avenue and un-constructed right-of-way bisecting the subject property.

City Attorney Kit Williams read the ordinance.

Jeremy Pate gave a brief description of the item. He stated staff is recommending approval and the Planning Commission voted 9-0.

Alderman Thiel: I haven't heard anything negative about this from anyone. I am really excited about this project. I don't see why we shouldn't go through three readings in one night.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Thiel seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5017 as Recorded in the Office of the City Clerk.

VAC 07-2573 (Chestnut I Apartments): An ordinance approving VAC 07-2573 submitted for property located at Chestnut I Apartments at Chestnut Avenue and Poplar Street, vacating a 4,676 square foot multi-use trail easement and replacing it with a realigned 2,558 square foot multi-use trail easement as described and depicted herein.

City Attorney Kit Williams read the ordinance.

Alderman Cook: This is a good change. This piece of trail from Poplar going back north is progressing rapidly and we are currently building a section along the University Farm. As soon as the Highway Department finishes Gregg Street we are going to get under Gregg Street. There is much progress to be made on Skull Creek through there. I think we have all the easements we need to get onto Sycamore also, so Matt Mihalevich has done a great job. I appreciate City Council's support on the trails system up to this point and before long you are going to see a nice long stretch of Skull Creek connecting Mud Creek.

Mayor Coody: Our goal is to be up and running by the end of this year. It will be hard to make that goal because the Highway Department is going to slow us down. If you have been down Gregg Street and you have seen what the Highway Department is doing on Gregg, that is a phenomenal job. They are bringing that street up about six feet.

Alderman Cook moved to suspend the rules and go to the second reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Cook moved to suspend the rules and go to the third and final reading. Alderman Jordan seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5018 as Recorded in the Office of the City Clerk.

Amend Chapter 173 and 155, Public Nuisance: An ordinance to amend Chapter 173 and Chapter 155 of the Unified Development Code to regulate unfinished houses as property nuisances and allow an appeal to the City Council.

City Attorney Kit Williams read the ordinance.

Yolanda Fields, Community Resources Director: I think this will solve a lot of the issues we have had with unfinished projects and staff recommends approval.

Alderman Thiel: The Ordinance Review Committee reviewed this and made one change. We recommend it to the full Council.

Alderman Allen: We are very pleased and thank you for your work on this Yolanda. I think the few people that play the system, I think this will help and I appreciate your work.

Yolanda Fields: I have already received calls and we have a lot of happy people out there.

Alderman Ferrell: I just want to say I appreciate the fact that at the very end, in case there is an exception, that there is an appeal process to the Council.

Alderman Thiel: That is the change that we made.

Alderman Ferrell: That is good. Thank you.

Alderman Thiel moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Cook: I know it has a substantial progress defined. Is this really going to be complaint driven or are we actually going to track the progress of building permits?

Yolanda Fields: The timelines that have been established will be monitored by our Building Safety Office so they will be keeping track of the progress of the project.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5019 as Recorded in the Office of the City Clerk.

Nock-Broyles Land Development, LLC: An ordinance waiving the requirements of formal competitive bidding; approving a cost-share agreement with Nock-Broyles Land Development, LLC in the amount of $50,000.00 for the relocation of Weir Road at the intersection with Salem Road; and approving a budget adjustment in the amount of $13,100.00.

City Attorney Kit Williams read the ordinance.

Alderman Jordan: The petitioners are not here. I don't know if I want to vote on it without them being here tonight.

Alderman Thiel: That's fine with me. I have a question.

Ron Petrie: Technically City staff is the one making the request on the cost share. Obviously Nock Broyles are heavily involved in this cost share because there are four additional items added to our standard cost share agreement and those are shown on page 14. One is that they will provide 5% of the neighborhood six units as attainable housing with a price no greater than $120,000. Next, construct the attainable housing with similar building materials as the other homes and distribute the attainable housing throughout the development. Lastly provide deed restrictions that require the attainable housing to be owner occupied. Those are the items that have also been added to this agreement.

Alderman Thiel: This is the only way we are going to provide attainable housing by providing incentives and cost shares. It does say that part of the budget is coming from the King's Drive project because that has been completely funded and I just want to make sure that is funded.

Ron Petrie: I think you could say they are making very good progress. They are finishing the curb and gutter and are about to do the final paving. We will not be asking for additional funds other than what was approved through the contingencies and we had approximately $96,000 left in that project that was not obligated.

Alderman Thiel: Okay, I just want to make sure that King's Drive gets done.

Alderman Jordan: It did go through the Street Committee and there were several Aldermen there that night.

Alderman Jordan moved to suspend the rules and go to the second reading. Alderman Ferrell seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Jordan moved to suspend the rules and go to the third and final reading. Alderman Lucas seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

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

Ordinance 5020 as Recorded in the Office of the City Clerk.

Meeting adjourned at 7:25 PM

Dan Coody, Mayor

Sondra Smith, City Clerk/Treasurer

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

Just add Presentation to Agenda

5-Jun-07
City Council Meeting Date

David Jurgens	Water/Wastewater	Water/Wastewater
Submitted By	Division	Department

Action Required:

A presentation at the beginning of the City Council meeting to present the updated status of the Wastewater System Improvement Project.

$0.00	$0.00	Water and Wastewater
Cost of this request	Category / Project Budget	Program Category / Project Name
N/A	$ -	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
N/A	$0.00	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item N/A

Budget Adjustment Attached

Department Director	10 May 07 Date	Previous Ordinance or Resolution #
		Original Contract Date:
		Original Contract Number:
City Attorney	Date	Received in City Clerk's Office
Finance and Internal Service Director	Date	Received in Mayor's Office
Mayor	Date	

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: David Jurgens, Water and Wastewater Director
Fayetteville Sewer Committee

Date: 9 May 2007

Subject: Scheduling of a presentation to provide the City Council and the public an update on the Wastewater System Improvement Project

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RECOMMENDATION

City Administration recommends a presentation at the beginning of the June 5, 2007 City Council meeting to provide the City Council and the public an update on the Wastewater System Improvement Project (WSIP).

BACKGROUND

The WSIP is well underway, and it is an appropriate time for a formal project status update to the City Council and the public. The presentation will include an updated time and budget status of all contracts underway as well as a schedule for future work.

DISCUSSION

The last full update to the City Council was in September, 2006. Although updates have been posted bi-weekly on the web site, and sent to most press outlets, many neighborhood groups, and anyone else who has requested it, it is time for a formal update before the City Council.

This action was recommended to and approved by the Water/Sewer Committee on 8 May 2007.

BUDGET IMPACT

None.

Fayetteville
ARKANSAS

Handed out at the City Council meeting on 6/5/07

Westside Wastewater Facilities

Westside Wastewater Treatment Plant

McGoodwin Williams & Yates
Engineering Confidence

BRASFIELD & GORRIE

SUMMARY STATUS REPORT

May 16, 2007

MILESTONE
SCHEDULE CONSULTANTS

STATUS

BIOLOGICAL UNITS

The installation of process piping and equipment for Biological Unit #1 is substantially complete. Wall and top slab construction for Biological Unit #2 is retargeted to complete next week with the exception of the Anaerobic Zone, which is scheduled to complete late June 2007.

Wall pours for the Biological Units division box are complete.

ELECTRICAL BUILDINGS

Interior finish activities for the North and South Electrical Buildings are committed to begin next week. These activities include finish painting, HVAC installation and exterior doors and louvers.

FINAL CLARIFIERS

The installation of pre-grout clarifier equipment is complete for Clarifiers #1 through #3 and will complete for Clarifier #4 next week.

Concrete stair construction for the Final Clarifier effluent box is complete.

Masonry wall construction for the clarifier scum pump housing is in progress and remains committed to complete this week.

RAS/WAS PUMP STATION

The completion of masonry walls for this structure slipped approximately two weeks and is retargeted to complete May 18, 2007. Exterior wall construction is complete and the start of exterior skin is scheduled May 21, 2007.

U/V DISINFECTION FACILITIES

Pouring and backfill of walls to elevation 1212 are complete. Slab-on-grade construction at this elevation remains scheduled to take place next week. Placement of wall formwork to elevation 1216 is in progress.

FILTER FACILITIES

Base slab construction for the pipe gallery at elevation 1207 is complete. Placement of stone fill for the filter area base slab is underway and concrete pours for the filter slab are scheduled to begin next week.

POST AERATION BASIN

Structural wall pours to elevation 1215 continue and remain committed to complete the week of June 4, 2007.

SITE PUMP STATION

Placement of backfill and concrete step construction is complete. Equipment and piping delivery for this structure is complete and installation is targeted to begin in approximately two weeks.

BIO-SOLIDS PROCESSING BUILDING

Site preparation for this structure is complete. Upper level grade beam construction is in progress. Wall and column construction to elevation 1244 is also underway.

WAS STORAGE TANKS

Excavation for these structures is complete. Underslab pipe and center pit construction is underway.

WESTSIDE WASTEWATER FACILITIES

SUMMARY / STATUS

May 16, 2007

The basis for today's Job Coordination Meeting was the Near Term Schedule and Action Item Agenda from the previous Summary Status Report dated April 11, 2007. Schedule adjustments based on discussion and commitments provided during today's meeting are shown on the attached new Near Term Schedule dated May 16, 2007.

Also enclosed for review are the Action Item Agenda, the updated Overall Project Schedule and the Submittal Log.

SUMMARY

Previously scheduled construction progress for the critical Filter Facilities structure has been maintained since the April 2007 Job Coordination Meeting. Overall progress continues to track as scheduled in order to maintain the May 2008 date for project completion.

Structural concrete pours for the Biological Units, U/V Facilities, Post Aeration Basin, and Grit / Scum Removal Units continues. Concrete pours completed during the past month for the Flow Equalization Basin and Inlet Facilities. Structures started during the past month include the Filter Facilities, Bio-Solids Processing Building, the WAS Storage Tanks and concrete pours associated with the Inlet Facilities.

Structural steel erection and metal roof installation completed for the Odor Control Building. Steel erection began today at the Inlet Facilities. Exterior masonry wall construction is in progress for the RAS/WAS Pump Station, the Scum Pump Housing and the Grit / Scum Pump Station. Exterior skin activities will follow completion of masonry at these structures. Roofing activities are underway at the Operations Building and exterior framing is retargeted to begin next week. Additional resources will most likely be necessary for building enclosure activities in order to support critical follow-on work.

Process piping, equipment installation and electrical activities continue to track as scheduled in support of overall project completion commitments. The installation of site electrical underground ductbank and distribution transformers should complete within the next three weeks. Pad construction for the generator (by others) is committed to complete the week of May 28, 2007. Primary and secondary feeder cable installation will follow beginning early June 2007 and final terminations for energizing permanent power are currently scheduled by June 25, 2007. The installation of pre-grout clarifier equipment will complete next week. Grouting of clarifiers is targeted to take place late June 2007 following availability of permanent power. Piping and equipment installation at the Flow Equalization Basin will complete during the next two weeks and the start of Flow Equalization Pump Station construction is retargeted June 4, 2007.

Previous re-design issues associated with the Vehicle Storage Building and Influent Metering structures have been resolved. The start of excavation for the Vehicle Storage Building is scheduled next week. Detailing and material procurement for the Influent Metering structure is underway and construction is targeted to begin mid June 2007. Underslab plumbing issues the Chemical Feed Building are committed to be resolved today and work is expected to resume at this structure next week.

There were no critical outstanding RFI's discussed during today's meeting. Critical outstanding submittals, shown on the attached log, include aluminum covers, aluminum entrances and storefront and miscellaneous metals. In addition, coordination of the controls system for the filter presses with the press supplier remains outstanding.

FLOW EQUALIZATION BASIN

Tank pre-stress and cover coat installation is complete. Tank and process pipe and equipment installation is underway and targeted to complete next week.

ODOR CONTROL BUILDING

Structural steel erection is complete. Painting of columns for masonry walls is complete and masonry wall construction is retargeted to begin May 21, 2007. This is approximately three weeks later than previously projected. However metal roofing activities for this structure are substantially complete.

GRIT / SCUM PUMP STATION

Masonry wall construction for this structure is now underway and targeted to complete next week.

INLET FACILITIES

Placement of backfill continues. Top slab construction completed as previously projected and removal of shoring and formwork material will complete next week. Structural steel erection for this facility began today.

OPERATIONS BUILDING

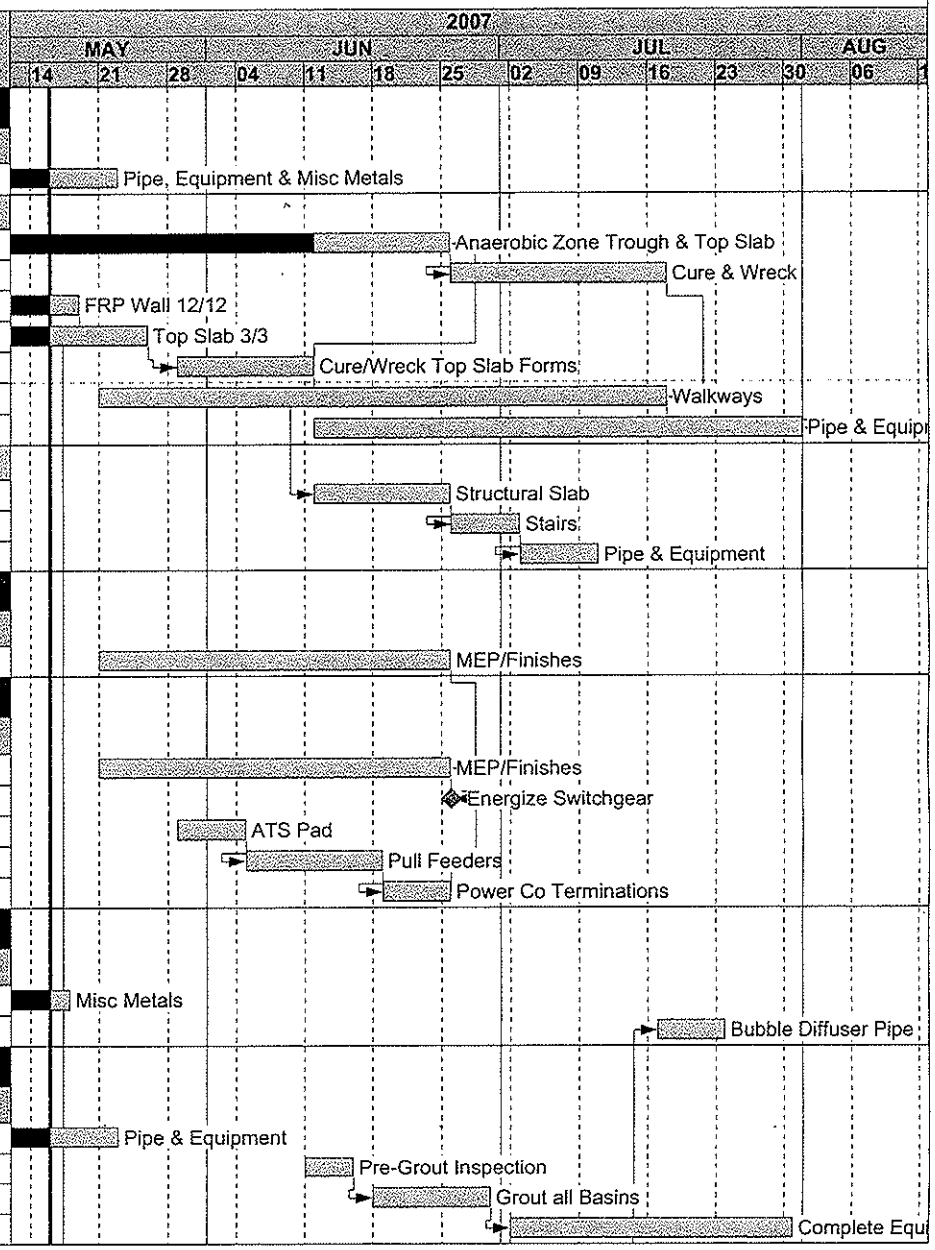
Roofing activities for this structure are in progress although tracking behind previous Near Term Schedule commitments. Critical exterior framing and sheathing is retargeted to begin next week.

Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Brasfield & Gorrie
Report Date: 16MAY07

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
BIOLOGICAL UNITS-6					
BIOLOGICAL UNIT #1					
1320	Pipe, Equipment & Misc Metals	20	5	04DEC06 A	22MAY07
BIOLOGICAL UNIT #2					
1550	Anaerobic Zone Trough & Top Slab	20	10	19FEB07 A	25JUN07
1552	Cure & Wreck	15	15	26JUN07	17JUL07
1725	FRP Wall 12/12	10	3	28MAR07 A	18MAY07
1780	Top Slab 3/3	10	8	07MAY07 A	25MAY07
1790	Cure/Wreck Top Slab Forms	10	10	29MAY07	11JUN07
1800	Walkways	40	40	21MAY07	17JUL07
1810	Pipe & Equipment	35	35	12JUN07	31JUL07
BIOLOGICAL UNITS DIVISION BOX-5					
2050	Structural Slab	10	10	12JUN07	25JUN07
2060	Stairs	5	5	26JUN07	02JUL07
2070	Pipe & Equipment	5	5	03JUL07	10JUL07
NORTH ELECTRICAL BUILDING-24					
2260	MEP/Finishes	25	25	21MAY07 *	25JUN07
SOUTH ELECTRICAL BUILDING-25					
2460	MEP/Finishes	25	25	21MAY07 *	25JUN07
2465	Energize Switchgear	0	0		25JUN07
2470	ATS Pad	5	5	29MAY07 *	04JUN07
2475	Pull Feeders	10	10	05JUN07	18JUN07
2480	Power Co Terminations	5	5	19JUN07	25JUN07
FINAL CLARIFIER SPLITTER BOX-7A					
5105	Misc Metals	10	2	15JAN07 A	17MAY07
5110	Bubble Diffuser Pipe	5	5	17JUL07	23JUL07
FINAL CLAIRIFIERS-8					
FINAL CLARIFIER #4					
5570	Pipe & Equipment	15	5	04APR07 A	22MAY07
5575	Pre-Grout Inspection	5	5	11JUN07 *	15JUN07
5580	Grout all Basins	10	10	18JUN07	29JUN07
5585	Complete Equipment - all clarifiers	20	20	02JUL07	30JUL07

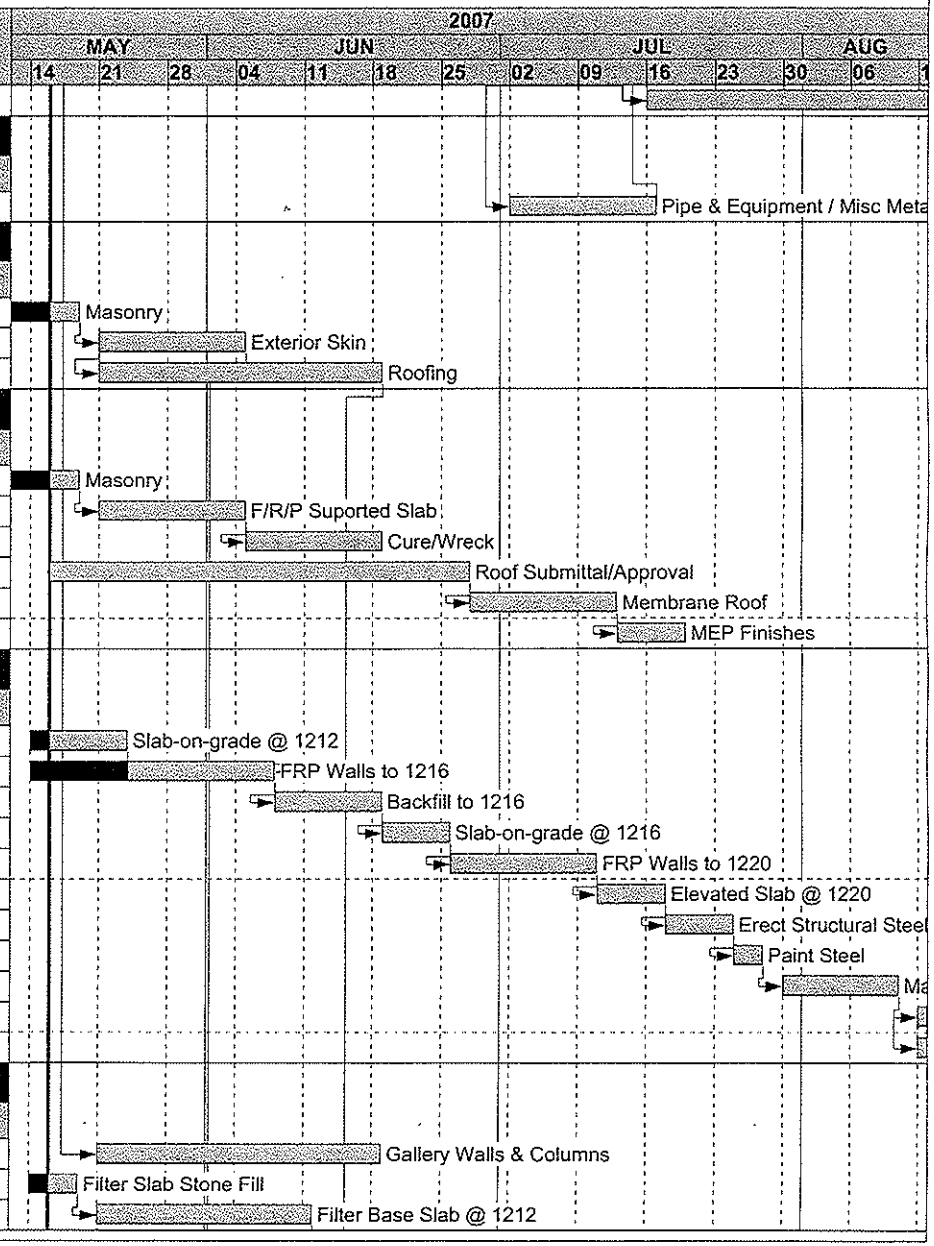


Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Brasfield & Gorrie
Report Date: 16MAY07

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
5590	Electrical & Controls - all clarifiers	35	35	16JUL07	31AUG07
FINAL CLARIFIER EFF. COLLECTION BOX-9					
5740	Pipe & Equipment / Misc Metals	10	10	02JUL07	16JUL07
RAS/WAS PUMP STATION-7					
5860	Masonry	15	3	16APR07 A	18MAY07
5870	Exterior Skin	10	10	21MAY07	04JUN07
5880	Roofing	20	20	21MAY07	18JUN07
SCUM PUMP HOUSING-8A					
5895	Masonry	10	3	07MAY07 A	18MAY07
5900	F/R/P Suported Slab	10	10	21MAY07	04JUN07
5905	Cure/Wreck	10	10	05JUN07	18JUN07
5908	Roof Submittal/Approval	30	30	16MAY07	27JUN07
5910	Membrane Roof	10	10	28JUN07	12JUL07
5915	MEP Finishes	5	5	13JUL07	19JUL07
UV DISINFECTION FACILITIES-11					
2740	Slab-on-grade @ 1212	8	6	14MAY07 A	23MAY07
2750	FRP Walls to 1216	10	10	14MAY07 A	07JUN07
2760	Backfill to 1216	7	7	08JUN07	18JUN07
2770	Slab-on-grade @ 1216	5	5	19JUN07	25JUN07
2780	FRP Walls to 1220	10	10	26JUN07	10JUL07
2790	Elevated Slab @ 1220	5	5	11JUL07	17JUL07
2800	Erect Structural Steel	5	5	18JUL07	24JUL07
2802	Paint Steel	3	3	25JUL07	27JUL07
2810	Masonry	10	10	30JUL07	10AUG07
2815	Roofing	15	15	13AUG07	31AUG07
2830	Pipe & Equipment	30	30	13AUG07	24SEP07
FILTER FACILITIES-10					
3420	Gallery Walls & Columns	20	20	21MAY07	18JUN07
3430	Filter Slab Stone Fill	5	3	14MAY07 A	18MAY07
3440	Filter Base Slab @ 1212	15	15	21MAY07	11JUN07



Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Brasfield & Gorrie
Report Date: 16MAY07

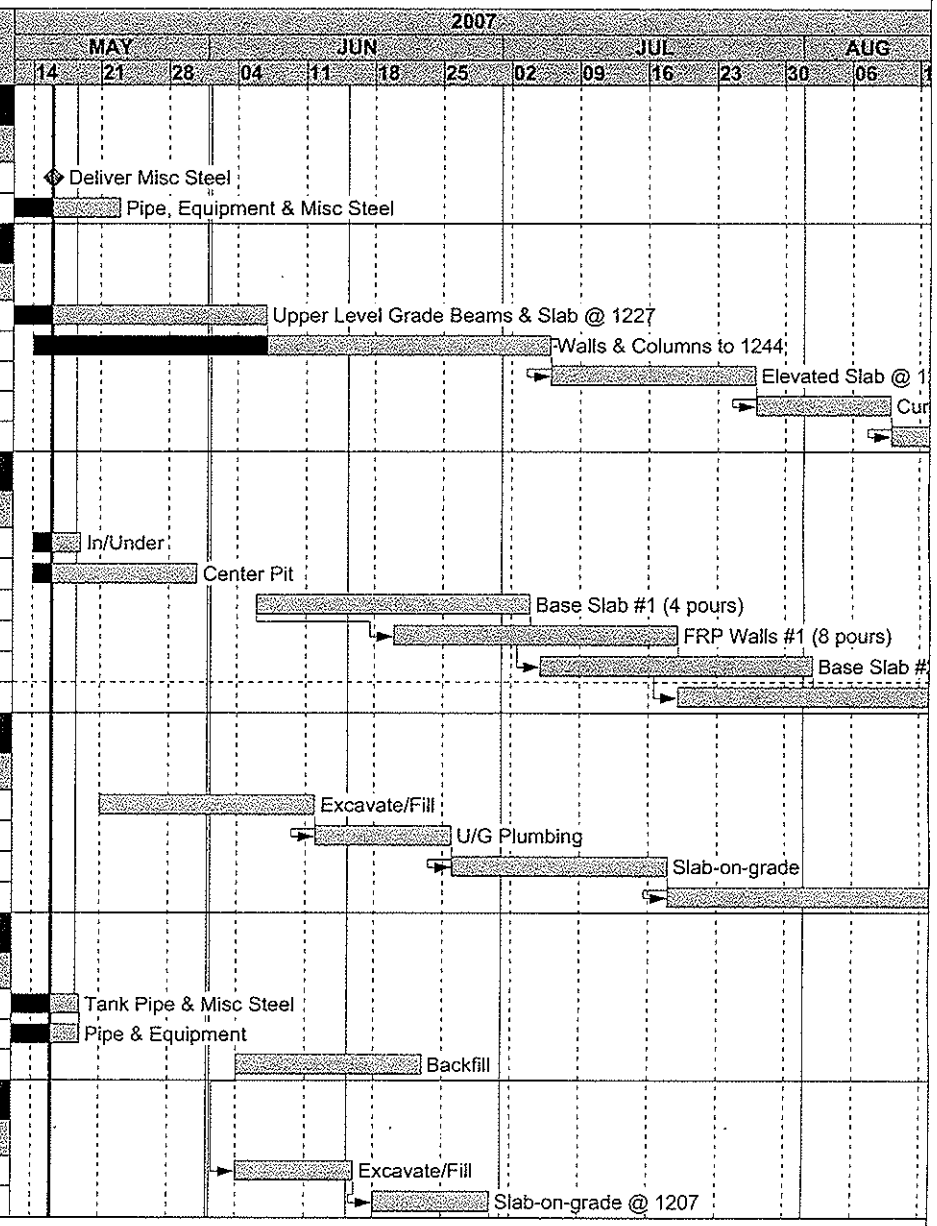
Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
3450	FRP Filter Walls	45	45	12JUN07	14AUG07
3470	Influent Channel Slab & Walls	20	20	18JUL07	14AUG07
POST AERATION BASIN-12					
3070	FRP Walls (12 pours)	60	15	14MAR07 A	06JUN07
3080	Backfill @ Valve Pit	5	5	16MAY07	22MAY07
3090	Valve Pit SOG	5	5	23MAY07	30MAY07
3100	Valve Pit Walls	15	15	31MAY07	20JUN07
3110	Elevated Slab @ 1215	15	15	07JUN07	27JUN07
3120	Backfill	20	20	28JUN07	26JUL07
POST AERATION BLOWER BUILDING-13					
3800	Excavate/Fill	5	5	14JUN07	20JUN07
3810	In/Under	5	5	21JUN07	27JUN07
3820	Slab-on-grade	10	10	28JUN07	12JUL07
3830	Erect Structural Steel	5	5	13JUL07	19JUL07
3833	Paint Steel	3	3	20JUL07	24JUL07
3835	Masonry	10	10	25JUL07	07AUG07
3840	Roofing	15	15	08AUG07	28AUG07
SITE PUMP STATION-21					
4100	Pipe & Equipment	10	10	21MAY07	04JUN07
CHEMICAL FEED BUILDING-16					
4309	Release Plumbing	0	0		15MAY07
4310	In/Under	10	10	16MAY07	30MAY07
4320	Tank Pad SOG	10	10	31MAY07	13JUN07
4330	Tank Walls/Pads	10	10	14JUN07	27JUN07
4340	Building SOG	10	10	14JUN07	27JUN07
4350	Erect Structural Steel	10	10	28JUN07	12JUL07
4352	Paint Steel	3	3	13JUL07	17JUL07
4355	Masonry	20	20	18JUL07	14AUG07

Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Brasfield & Gorrie
Report Date: 16MAY07

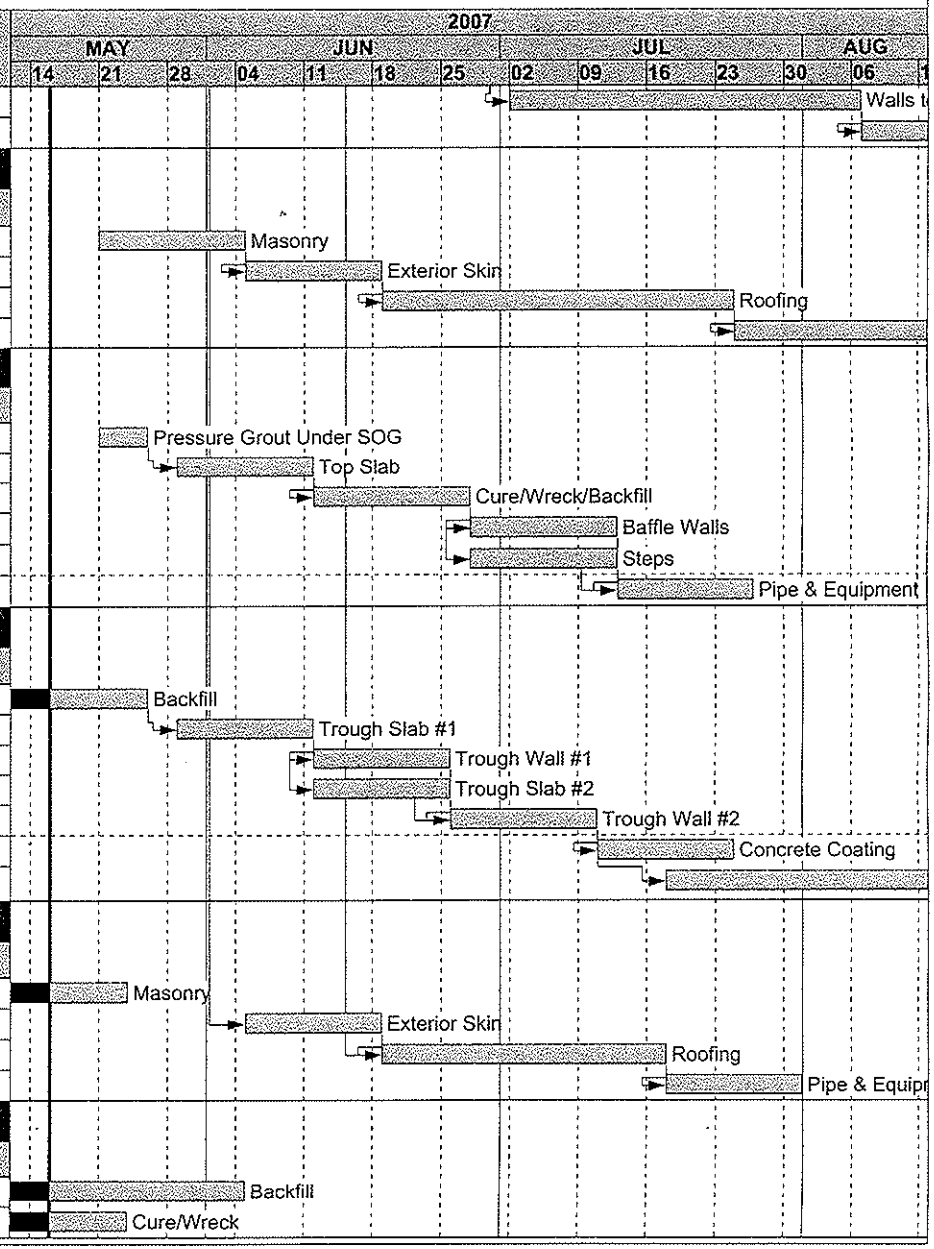
Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
BIOPROCESS MAGMETER VAULT-18					
6629	Deliver Misc Steel	0	0		15MAY07 *
6630	Pipe, Equipment & Misc Steel	15	5	19MAR07 A	22MAY07
BIOSOLIDS PROCESSING BUILDING-19					
6290	Upper Level Grade Beams & Slab @ 1227	25	15	02MAY07 A	06JUN07
6300	Walls & Columns to 1244	20	20	14MAY07 A	05JUL07
6310	Elevated Slab @ 1244	15	15	06JUL07	26JUL07
6320	Cure & Wreck	10	10	27JUL07	09AUG07
6330	Erect Structural Steel	15	15	10AUG07	30AUG07
WAS STORAGE TANKS-20					
6010	In/Under	5	3	14MAY07 A	18MAY07
6020	Center Pit	5	10	14MAY07 A	30MAY07
6030	Base Slab #1 (4 pours)	20	20	06JUN07 *	03JUL07
6040	FRP Walls #1 (8 pours)	20	20	20JUN07	18JUL07
6050	Base Slab #2 (4 pours)	20	20	05JUL07	01AUG07
6060	FRP Walls #2 (8 pours)	20	20	19JUL07	15AUG07
VEHICAL STORAGE BLDG-23					
6500	Excavate/Fill	15	15	21MAY07 *	11JUN07
6510	U/G Plumbing	10	10	12JUN07	25JUN07
6520	Slab-on-grade	15	15	26JUN07	17JUL07
6530	CMU	20	20	18JUL07	14AUG07
FLOW EQ BASIN-14					
6985	Tank Pipe & Misc Steel	10	3	30APR07 A	18MAY07
6995	Pipe & Equipment	15	3	30APR07 A	18MAY07
7005	Backfill	15	15	04JUN07 *	22JUN07
FLOW EQ PUMP STATION-15					
6700	Excavate/Fill	10	10	04JUN07	15JUN07
6710	Slab-on-grade @ 1207	10	10	18JUN07	29JUN07



Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
6720	Walls to 1221	25	25	02JUL07	06AUG07
6730	Top Slab	15	15	07AUG07	27AUG07
ODOR CONTROL BUILDING-17					
8350	Masonry	10	10	21MAY07 *	04JUN07
8360	Exterior Skin	10	10	05JUN07	18JUN07
8370	Roofing	25	25	19JUN07	24JUL07
8380	Pipe & Equipment	30	30	25JUL07	05SEP07
GRIT/SCUM DIVISION BOX-2					
7068	Pressure Grout Under SOG	5	5	21MAY07 *	25MAY07
7070	Top Slab	10	10	29MAY07	11JUN07
7080	Cure/Wreck/Backfill	12	12	12JUN07	27JUN07
7090	Baffle Walls	10	10	28JUN07	12JUL07
7100	Steps	10	10	28JUN07	12JUL07
7110	Pipe & Equipment	10	10	13JUL07	26JUL07
GRIT/SCUM REMOVAL UNITS & COLLECTION BOX-3 & 3A					
7620	Backfill	10	8	09APR07 A	25MAY07
7630	Trough Slab #1	10	10	29MAY07	11JUN07
7640	Trough Wall #1	10	10	12JUN07	25JUN07
7650	Trough Slab #2	10	10	12JUN07	25JUN07
7660	Trough Wall #2	10	10	26JUN07	10JUL07
7665	Concrete Coating	10	10	11JUL07	24JUL07
7670	Pipe & Equipment	40	40	18JUL07	12SEP07
GRIT/SCUM PUMP STATION-4					
7855	Masonry	15	6	02MAY07 A	23MAY07
7860	Exterior Skin	10	10	05JUN07	18JUN07
7870	Roofing	20	20	19JUN07	17JUL07
7880	Pipe & Equipment	10	10	18JUL07	31JUL07
INLET FACILITIES-1					
7350	Backfill	15	13	09APR07 A	04JUN07
7360	Cure/Wreck	15	6	30APR07 A	23MAY07

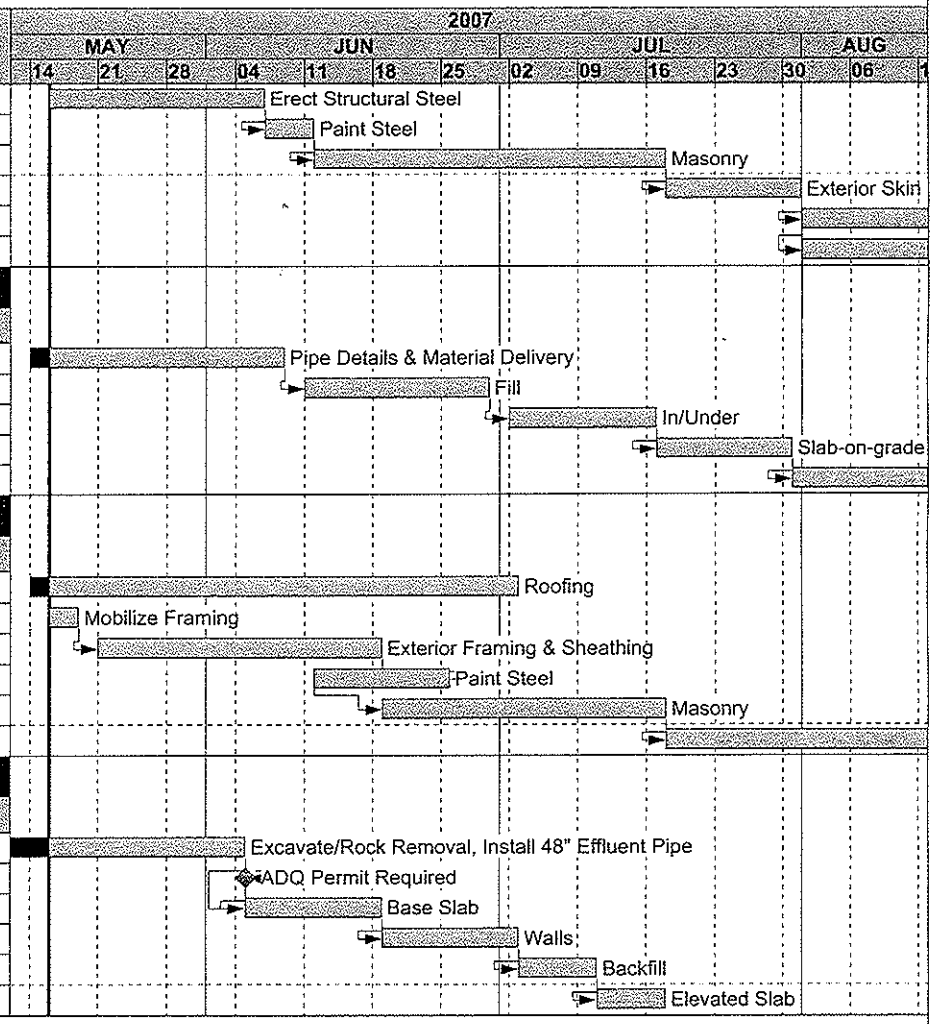


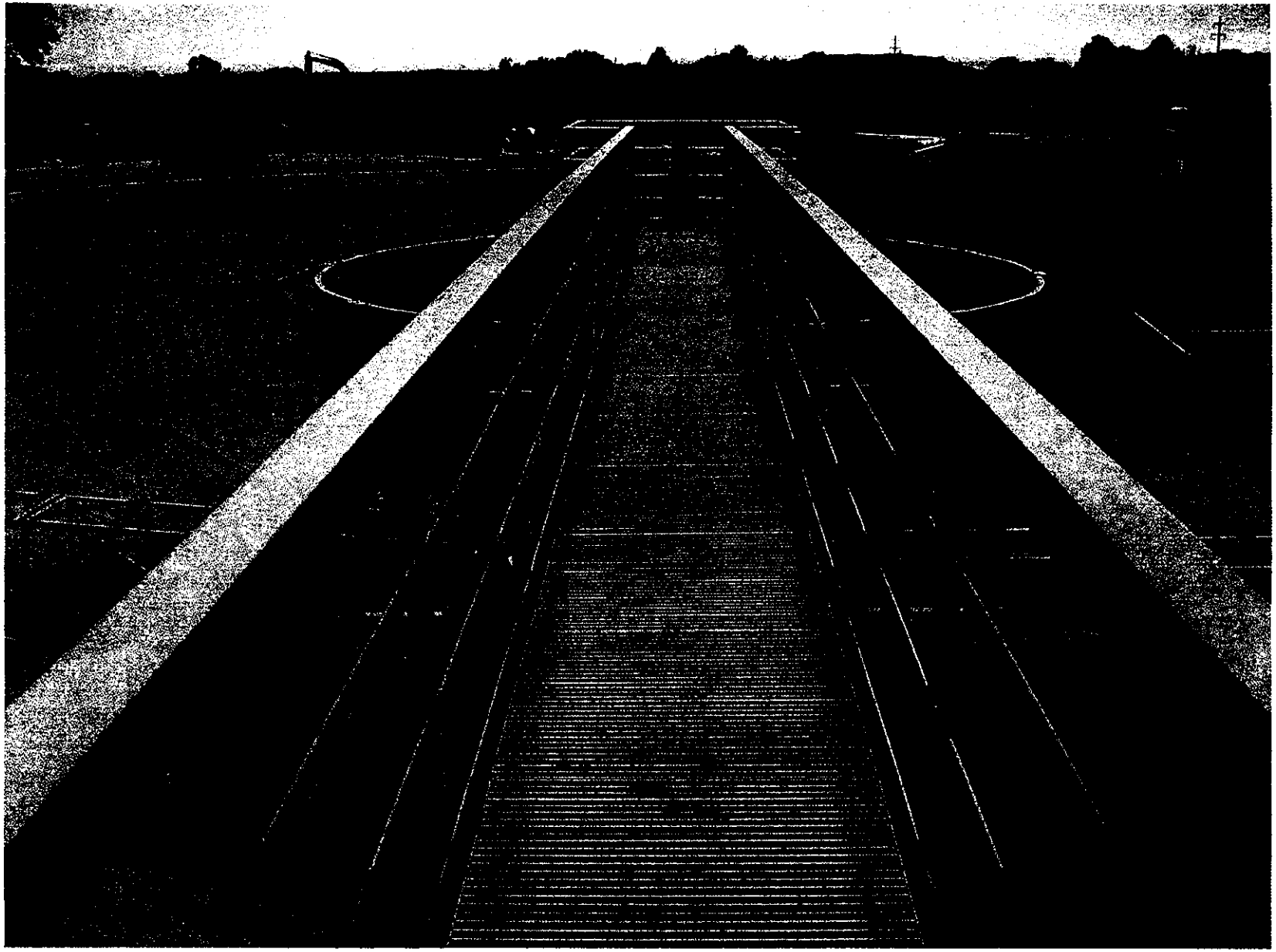
Near Term Schedule
By: Milestone Consultants

Westside Wastewater Facilities

Brasfield & Gorrie
Report Date: 16MAY07

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
7370	Erect Structural Steel	15	15	16MAY07 A	06JUN07
7375	Paint Steel	3	3	07JUN07	11JUN07
7380	Masonry	25	25	12JUN07	17JUL07
7385	Exterior Skin	10	10	18JUL07	31JUL07
7390	Roofing	30	30	01AUG07	12SEP07
7395	Concrete Coating	20	20	01AUG07	28AUG07
INFLUENT METERING STRUCTURE-26					
8002	Pipe Details & Material Delivery	20	17	14MAY07 A	08JUN07
8003	Fill	15	15	11JUN07	29JUN07
8010	In/Under	10	10	02JUL07	16JUL07
8020	Slab-on-grade @ 1238	10	10	17JUL07	30JUL07
8030	Walls	10	10	31JUL07	13AUG07
OPERATIONS BUILDING-22					
8145	Roofing	35	33	14MAY07 A	02JUL07
8150	Mobilize Framing	3	3	16MAY07	18MAY07
8155	Exterior Framing & Sheathing	20	20	21MAY07	18JUN07
8160	Paint Steel	10	10	12JUN07	25JUN07
8165	Masonry	20	20	19JUN07	17JUL07
8170	Exterior Skin	20	20	18JUL07	14AUG07
EFFLUENT DISCHARGE STRUCTURE-27					
8500	Excavate/Rock Removal, Install 48" Effluent	10	13	05DEC06 A	04JUN07 *
8505	ADQ Permit Required	0	0		04JUN07
8510	Base Slab	10	10	05JUN07	18JUN07
8520	Walls	10	10	19JUN07	02JUL07
8530	Backfill	5	5	03JUL07	10JUL07
8540	Elevated Slab	5	5	11JUL07	17JUL07

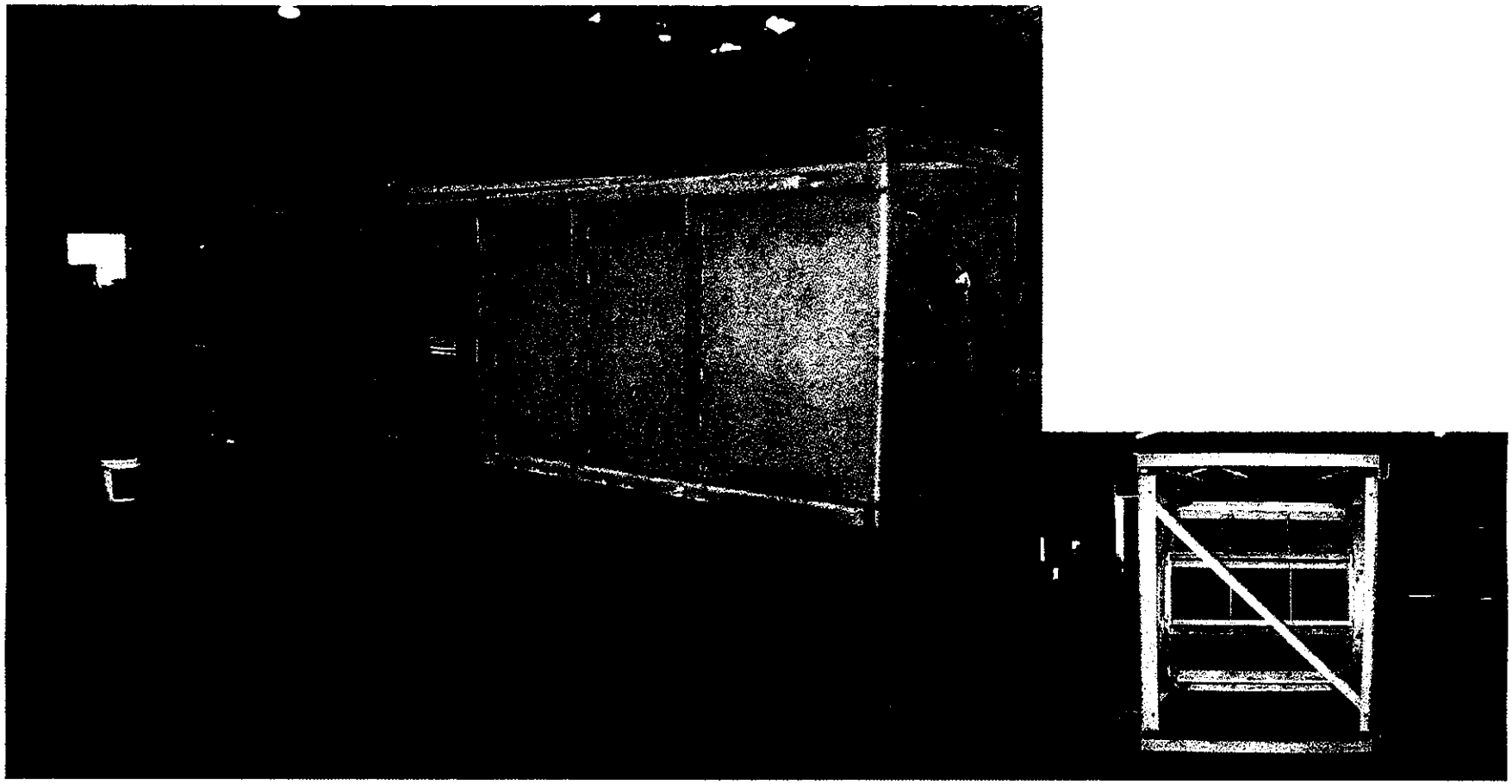




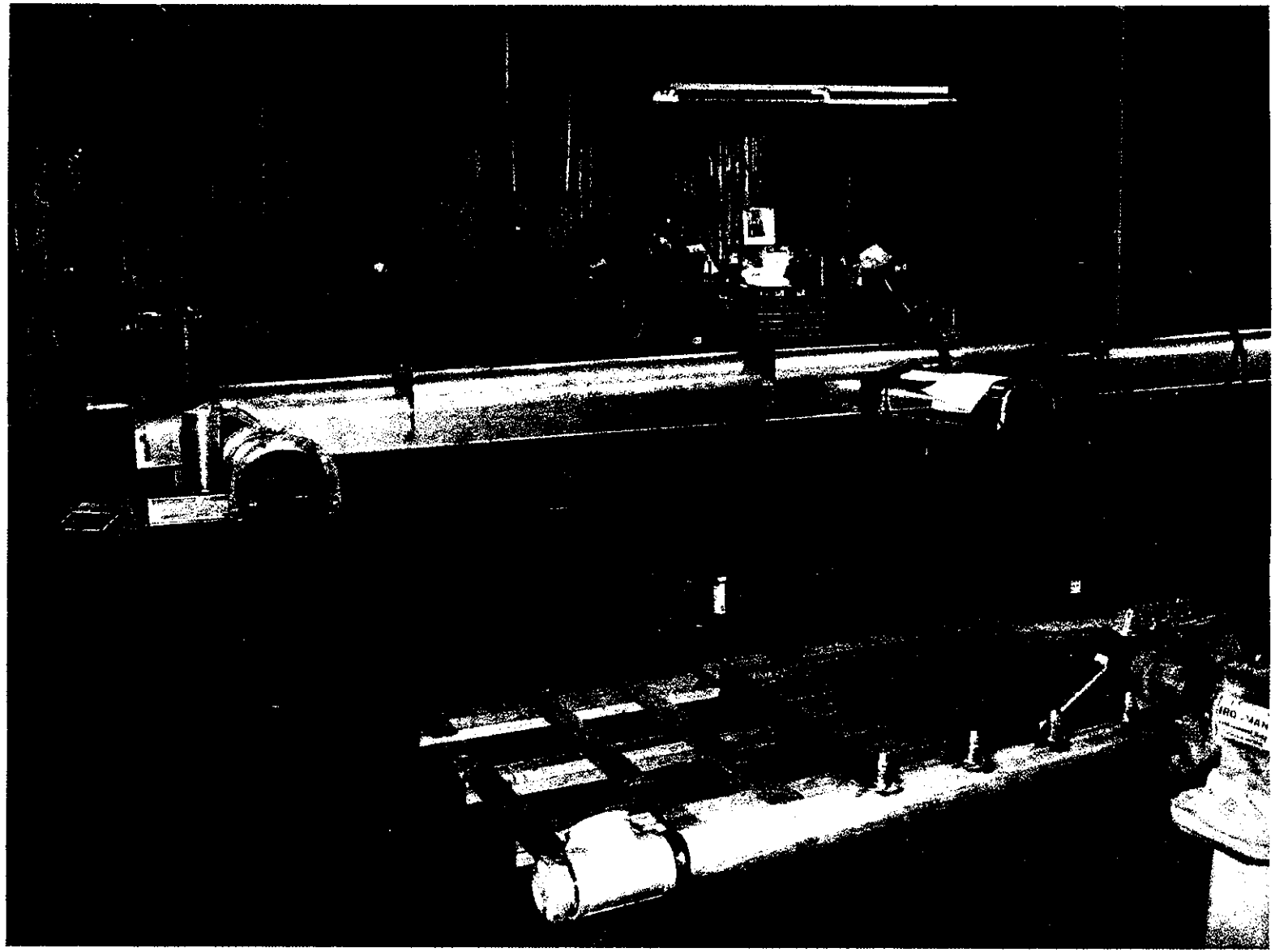
Final Clarifier Equipment and Walkway

Jet Mixing Header Piping inside the Flow Equalization Basin

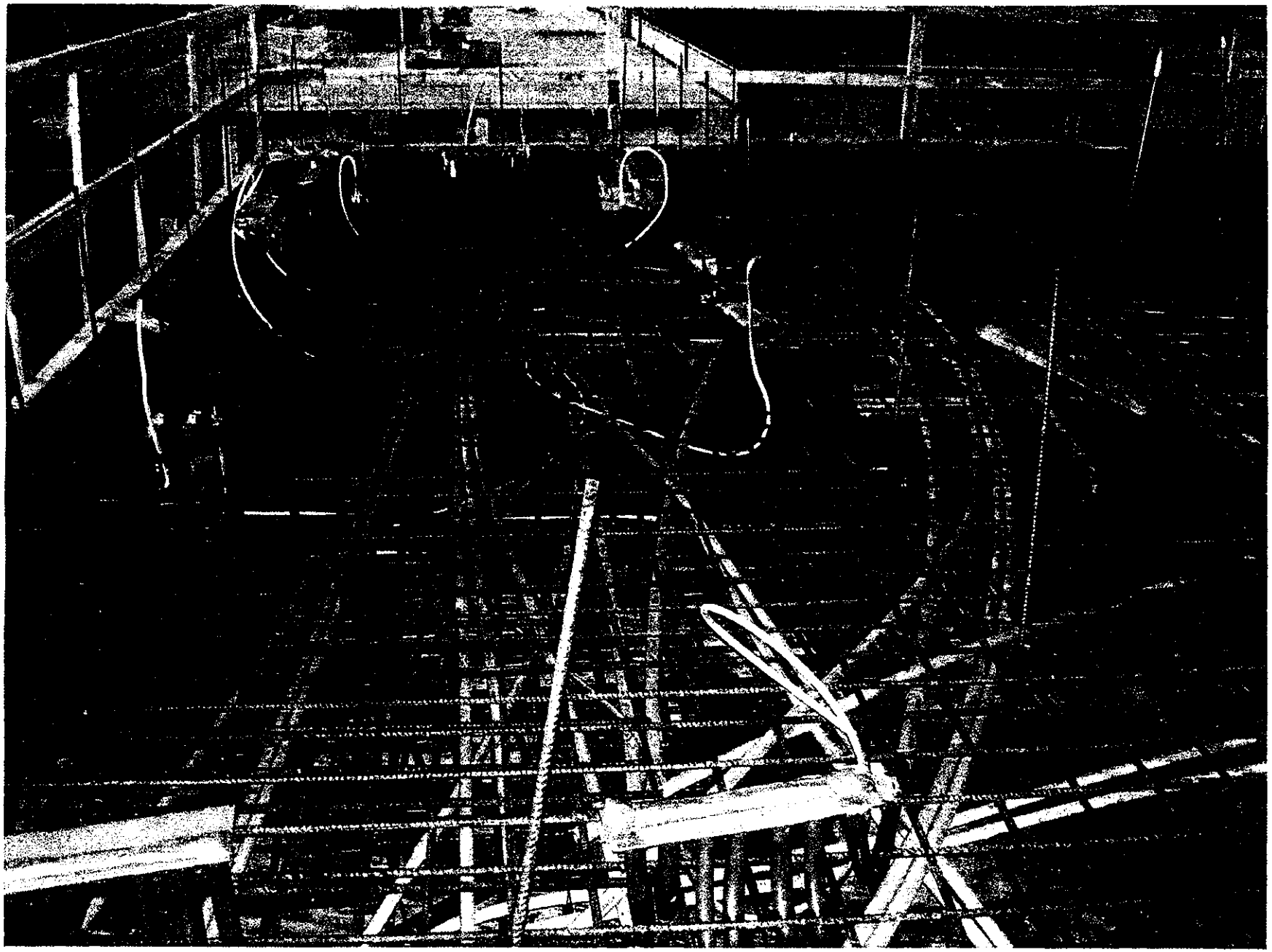
Deep Bed Filters Building



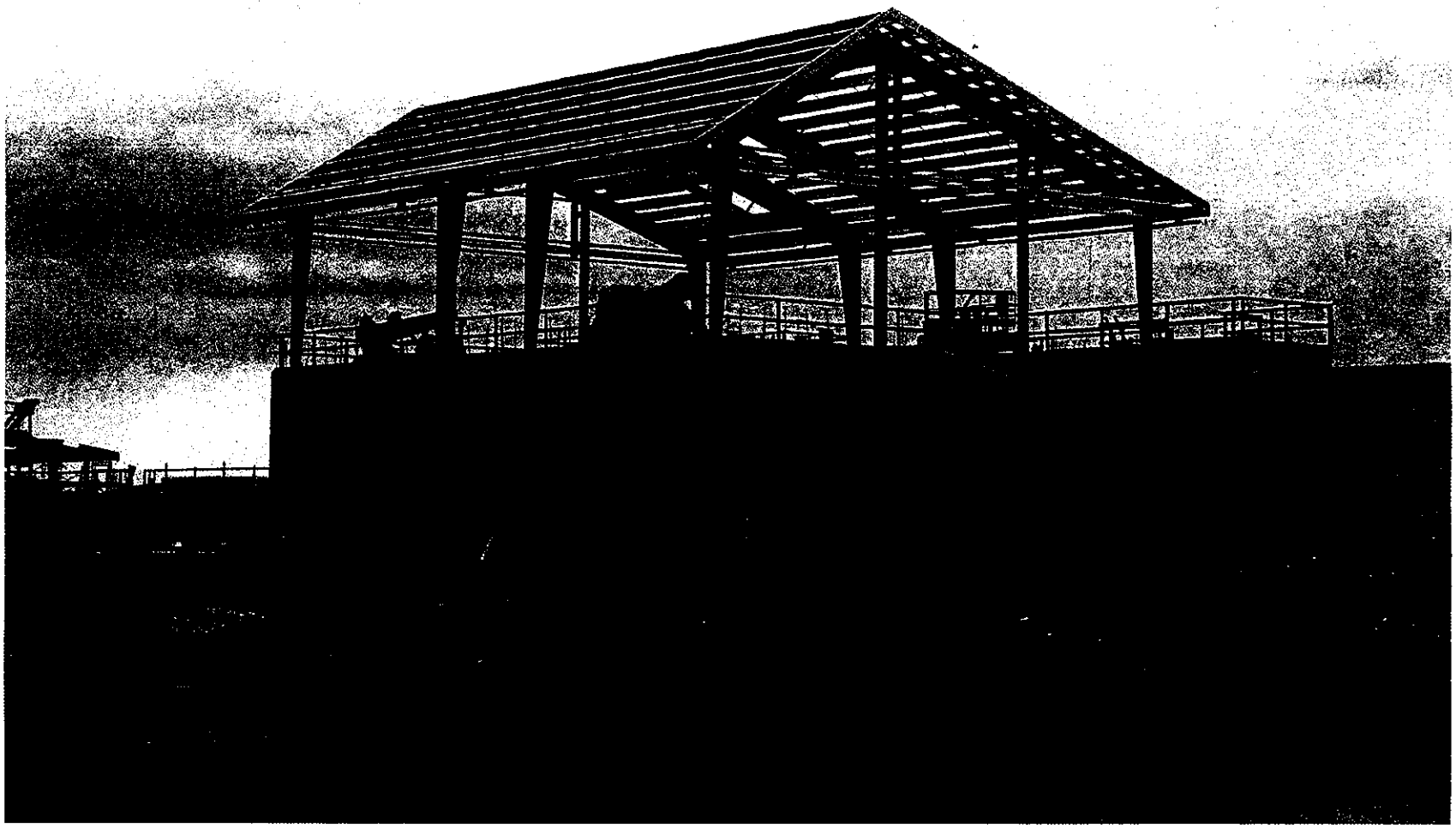
CF200 Influent Screen in the Fabrication Process 5/15/07



Inlet Facility Debris Trough



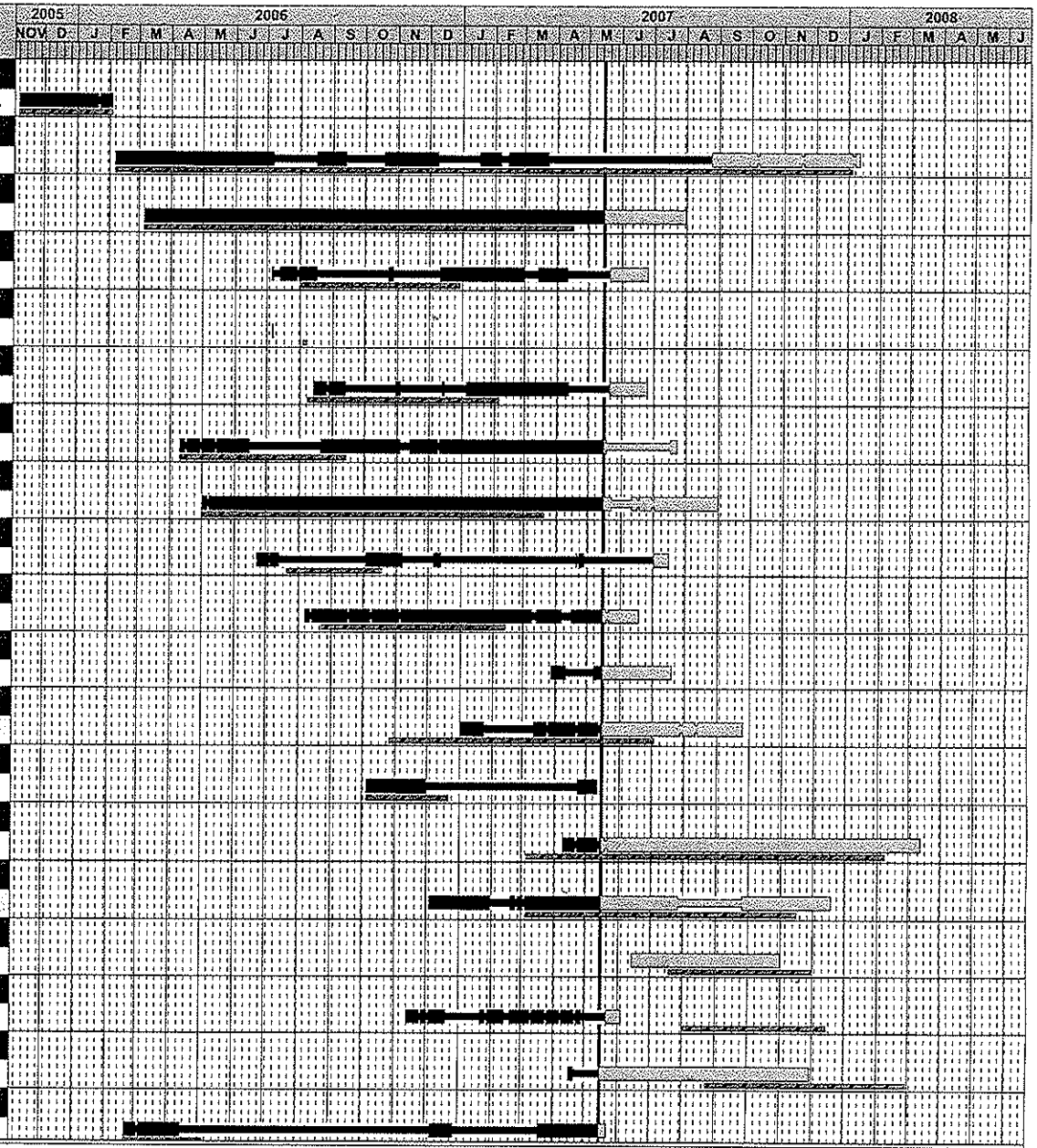
Inlet Facility Electrical Room



Inlet Facility Galvanized Building System

SUMMARY OVERALL PROJECT SCHEDULE

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
+PRECONSTRUCTION					
		63	0	07NOV05 A	03FEB06 A
+SITEWORK					
		421	95	06FEB06 A	11JAN08
+BIOLOGICAL UNITS-6					
		359	53	06MAR06 A	31JUL07
+NORTH ELECTRICAL BUILDING-24					
		246	25	05JUL06 A	25JUN07
+GENERATOR					
		2	0	06JUL06 A	07JUL06 A
+SOUTH ELECTRICAL BUILDING-25					
		218	25	14AUG06 A	25JUN07
+FINAL CLARIFIER SPLITTER BOX-7A					
		328	47	10APR06 A	23JUL07
+FINAL CLAIRIFIERS-8					
		342	76	01MAY06 A	31AUG07
+FINAL CLARIFIER EFF. COLLECTION BOX-9					
		239	10	22JUN06 A	16JUL07
+RAS/WAS PUMP STATION-7					
		221	23	07AUG06 A	18JUN07
+SCUM PUMP HOUSING-8A					
		80	45	28MAR07 A	19JUL07
+UV DISINFECTION FACILITIES-11					
		187	91	02JAN07 A	24SEP07
+FILTER EFFLUENT BOX-18A					
		154	0	05OCT06 A	11MAY07 A
+FILTER FACILITIES-10					
		235	208	09APR07 A	12MAR08
+POST AERATION BASIN-12					
		266	151	04DEC06 A	18DEC07
+POST AERATION BLOWER BUILDING-13					
		98	98	14JUN07	31OCT07
+SITE PUMP STATION-21					
		139	10	13NOV06 A	04JUN07
+CHEMICAL FEED BUILDING-16					
		160	138	16APR07 A	29NOV07
+BIOPROCESS MAGMETER VAULT-18					
		321	5	20FEB06 A	22MAY07



Data date	16MAY07
Start date	07NOV05
Finish date	05MAY08
Must finish date	06MAY08
Report name	Summary Schedule

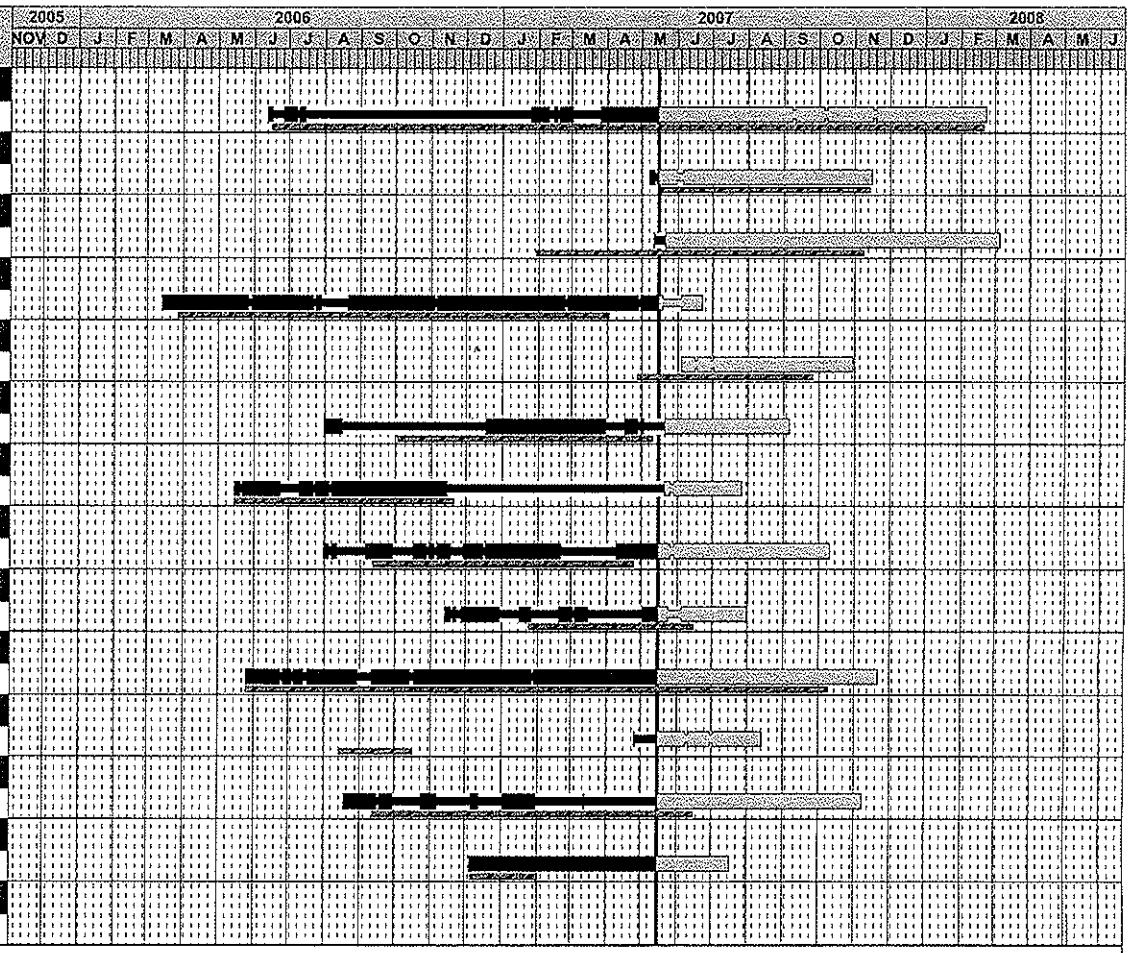
© Primavera Systems, Inc.

Brasfield & Gorrie
Westside Wastewater Facilities

By Milestone Consultants

- Early bar
- Target bar
- Progress bar
- Critical bar
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Rem Dur	Early Start	Early Finish
+BIOSOLIDS PROCESSING BUILDING-19					
		432	195	12JUN06 A	22FEB08
+WAS STORAGE TANKS-20					
		136	129	07MAY07 A	15NOV07
+VEHICAL STORAGE BLDG-23					
		202	200	11MAY07 A	05MAR08
+FLOW EQ BASIN-14					
		328	27	13MAR06 A	22JUN07
+FLOW EQ PUMP STATION-15					
		105	105	04JUN07	30OCT07
+ODOR CONTROL BUILDING-17					
		278	75	31JUL06 A	05SEP07
+GRIT/SCUM DIVISION BOX-2					
		303	47	15MAY06 A	26JUL07
+GRIT/SCUM REMOVAL UNITS & COLLECTION BOX-3 & 3A					
		306	103	31JUL06 A	10OCT07
+GRIT/SCUM PUMP STATION-4					
		182	53	13NOV06 A	31JUL07
+INLET FACILITIES-1					
		381	133	25MAY06 A	21NOV07
+INFLUENT METERING STRUCTURE-26					
		76	62	25APR07 A	13AUG07
+OPERATIONS BUILDING-22					
		312	123	18AUG06 A	07NOV07
+EFFLUENT DISCHARGE STRUCTURE-27					
		157	43	05DEC06 A	17JUL07
+COMPLETION					
		0	0	05MAY08	05MAY08



Data date	16MAY07
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© Primavera Systems, Inc.

Brasfield & Gorrie
Westside Wastewater Facilities

By Milestone Consultants

- Early bar
- Target bar
- Progress bar
- Critical bar
- Start milestone point
- Finish milestone point

FAYETTEVILLE WSIP MAJOR CONSTRUCTION CONTRACT SUMMARY

5-Jun-07

Contract Number	Description	Construction Cost-Bid/Awarded Work	Estimated Construction Cost	Contract Contingency	Tentative Bid Date	Construction Period (days) Substantial	Construction Period (days) Final	Construction Start Date	Substantial Completion	Final Completion
EP-2	Noland WWTP Renovation	$14,818,644		$118,235	15-Feb-05	777	867	16-May-05	2-Jul-07	30-Sep-07
WP-3	West Side WWTP	$59,994,710		$2,400,000	29-Sep-05	939	1019	4-Nov-05	31-May-08	19-Aug-08
WP-3 Elec	Electric Line Relocation, Broyles Road	$300,000		$0	29-Sep-05	939	1019	4-Nov-05	31-May-08	19-Aug-08
WL-5	Force Mains, Hamestring to West Plant	$4,752,287	PROJECT COMPLETE		3-Nov-05	280	310	8-Feb-06	15-Nov-06	15-Dec-06
WL-3	Porter to Hamestring	$7,186,957		$107,991	27-Jan-06	330	365	1-May-06	27-Mar-07	1-May-07
WL-4	Gregg to Hamestring	$10,441,319		$418,000	31-Jan-06	500	560	5-Jun-06	18-Oct-07	17-Dec-07
WL-1	Old Wire to Gregg (Merged with WL-3)	Contracted with WL-3			27-Jan-06	330	365	1-May-06	27-Mar-07	1-May-07
WL-2	North to Poplar to Van Asche	$4,413,665		$220,683	24-Oct-06	300	330	03-Jan-07	Oct-07	Nov-07
WL-6	Hamestring Station	$6,133,546		$241,454	29-Jun-06	500	530	6-Aug-06	Dec-07	Jan-08
WL-7	Gregg Lift Station	$1,527,000		$76,000	8-May-07	210	255	Aug-07	Feb-08	Apr-08
WL-8	Owl Creek LS and Force Main		$1,200,000	$120,000	Feb-08	180	225	Dec-07	May-08	Jul-08
WP-1b	Broyles Road	[illegible]		[illegible]	3-May-07	360	420	Jun-07	Jun-08	Aug-08
WP-1a	Broyles Road Water Line	Contracted with WP-3	SUBPROJECT COMPLETE		29-Sep-05	939	1019	4-Nov-05	31-May-08	19-Aug-08
WP-2b	Wetlands Mitigation on WWTP Site	$151,200	$50,000	$24,500	21-Sep-06	360	720	Nov-06	Oct-07	Oct-08
WP-2a	Wetlands Mitigation Earth Work & Berms	Contracted with WP-3			29-Sep-05	939	1019	4-Nov-05	31-May-08	19-Aug-08
EP-1	Noland Wet Weather Basin	$1,327,794		$65,000	5-Apr-07	180	210	Jun-07	Nov-07	Dec-07
EP-4	Noland Oxygenation Injection	$66,460		$5,000	8-May-07	90	120	Jul-07	Oct-07	Nov-07
WP-3 WL-6 BP	West WWTP, Hamestring Backup Power	$1,986,897		$40,000	27-Feb-07	90	120	Mar-07	Jun-07	Jul-07
EL-1	Lift Station 19 & Force Main		$1,722,000	$86,100	Jul-07	540	570	Sep-07	Feb-09	Mar-09
EL-2	Line 7-Happy Hollow to Noland		$14,225,000	$569,000	Jul-07	540	570	Sep-07	Feb-09	Mar-09
EL-4	Lift Stations 13, 14, 16, 18	$74,269	$475,731	$27,500	9-Apr-07	540	570	Jun-07	Nov-08	Dec-08
EL-5	Line 15, South Mtn to Industrial Park		$572,000	$22,880	Feb-08	360	390	May-08	May-09	Jun-09
EL-3	Line 4-Town Branch to Happy Hollow		$6,015,000	$240,600	Feb-08	360	390	May-08	May-09	Jun-09
EP-3	Noland Effluent Pump Stat, Aeration Basin		$1,100,000	$44,000	Feb-08	270	300	May-08	Feb-09	Mar-09
WL-9	Cutover/Demo OMI (contract amend)		$1,500,000	$60,000	Jan-08	120	270	May-08	Sep-08	Feb-09
BWD-1	Beaver Lake Watershed Agreement	[illegible]	[illegible]	$20,000	Jan-07	365	365	Mar-07	Mar-08	Mar-08
WP-FFE	West WWTP Furniture, Equipment		$200,000	$0	Mar-08	180	180	Apr-08	Oct-08	Oct-08
Sludge Haul	Sludge Hauling Tractor and Trailer	$108,747	ACTION COMPLETE		22-Sep-06					
Proj Mgt	Project Management Team	[illegible]	[illegible]	[illegible]	May-06					May-09
Spare Parts	System Wide Spares and Maint Equipment	[illegible]	[illegible]	[illegible]	Aug-08	120	120	Sep-08	Jan-09	Jan-09
	Misc Expenses & Contingency **	[illegible]	[illegible]	[illegible]	N/A					
	Subtotal Construction/Purchases	**$117,357,386**	**$28,223,804**	**$7,844,574**	153,425,764					
	Design/Construction Supervision Contracts, Easements									
EP	Black & Veatch- Noland Plant	[illegible]	[illegible]	[illegible]						
EL	Garver- East Lines & Lift Stations	[illegible]	[illegible]	[illegible]						
WP	McGoodwin- West Plant, Broyles Road	[illegible]	[illegible]	[illegible]						
WL	RJN- West Lines & Lift Stations	[illegible]	[illegible]	[illegible]						
All	ECO- Wetland, Environmental	[illegible]	[illegible]	$20,000						
All	CH2M Hill	[illegible]	[illegible]	[illegible]						
All	Burns McDonnell	[illegible]	[illegible]	[illegible]						
Easements	Easement Costs including Contract Svcs	$1,451,062	$298,938	$45,000						
	Subtotal Engineering & Easements	**$24,765,298**	**$298,938**	**$105,000**						
	Fayetteville Area Project Totals:	**$142,122,684**	**$28,522,742**	**$7,949,574**	178,595,000					
	Fayetteville Area Project Total:		**$178,595,000**							
	West Fayetteville-Farmington Area									
Engr (Fay $)	RJN- Fayet - Farming Area Engineering	$615,291		$40,000						
Engr (Farm $)	RJN- Fayet - Farming Area Engineering	$480,000								
WL-10 (Fay $)	Fayetteville-Farmington Area Gravity Line		$503,905	$25,195	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL-10 (Farm $)	Fayetteville-Farmington Area Gravity Line		$2,049,713	$102,486	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL-11 (Fay $)	Force main from LS 12 (Farmington West)		$462,197	$23,110	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL-11 (Farm $)	Force main from LS 12 (Farmington West)		$1,165,660	$58,283	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL-12 (Fay $)	Lift Station 12 (Farmington West)		$389,050	$19,953	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL-12 (Farm $)	Lift Station 12 (Farmington West)		$1,006,405	$50,320	Sep-07	330	360	Nov-07	Oct-08	Nov-08
WL (Fay $)	Misc. Value Engr, Contingency	$0	$0	$0						
WL (Farm $)	Misc. Value Engr, Contingency	$39,844	$0	$0						
Esmnts (Farm$)	Misc. Value Engr, Contingency	$0	$432,640	$21,632						
	Subtotal West Fayetteville-Farmington Area:	**$1,135,135**	**$6,019,570**	**$340,979**	7,495,684					
	West Fayetteville - Farmington Project Total:		**$7,495,684**							
	All Areas Project Totals:	**$143,257,819**	**$34,542,312**	**$8,290,553**	186,090,683					
	Grand Total:		**$186,090,683**		**Net Fayetteville Cost Including West Fay-Farm Area:**				**$180,683,700**	

Cost Breakdown by WSIP Component:							
West Line Const Total	$39,412,350	Noland WWTP	$17,545,133	Misc and Contingency	$3,333,631	Engr/Ind Admin	$24,124,236
East Line Const Total	$24,030,080	West Plant	$64,242,605	Bid Fay-Farm Fay$	$4,111,983	Easements	$1,795,000
Owl Creek LS/FM (incl in west line total)	$1,320,000	Fay-Farm Fay$	$2,088,701	Fay-Farm Farm$	$5,406,983	Grand Total:	$186,090,683

Description	Bid/Awarded Work	Future Work	Contingency*	Subtotals	Status **
East Side (Noland) Plant Work	$16,212,898	$1,100,000	$232,235	$17,545,133	Under Way
West Side WWTP, incl Wetlands	$61,548,105	$250,000	$2,444,500	$64,242,605	Under Way
West Line Work Summary	$35,448,222	$2,700,000	$1,264,128	$39,412,350	Under Way
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
East Line Work Summary	$74,269	$23,009,731	$946,080	$24,030,080	Bid July 07
Engineering and Administration	$23,369,271	$695,965	$69,000	$24,124,236	Under Way
Easements	$1,451,062	$298,938	$45,000	$1,795,000	Under Way
Misc Expenses & Contingency	$2,281,892	$2,168,108	$2,555,631	$6,105,631	Under Way
Fayetteville Area Subtotal	$142,122,684	$28,522,742	$7,949,574	$178,595,000	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Farmington Cost- Farmington Area	$519,844	$4,654,418	$232,721	$5,406,983	Bid Sept 07
Farmington Area Subtotal	$1,135,135	$6,019,570	$340,979	$7,495,684	
WSIP Grand Total:	$143,257,819	$34,542,312	$8,290,553	$186,090,683	

* Includes line item contingencies.
** First subproject bid under each line item above.

WSIPConstContractSummary4Jun07

Added at the City Council Meeting 6/5/07.

RESOLUTION NO. _____

A RESOLUTION TO REPEAL RESOLUTION NO. 122-06

WHEREAS, after a 5-4 rejection of LSD 06-1997, Divinity Hotel and Condos, by the Fayetteville Planning Commission on June 26, 2006, the City Council granted the appeal and approved LSD 06-1997 on July 6, 2006; and

WHEREAS, on August 2, 2006, Michael Shirkey and Peter Tooker appealed this approval to Circuit Court; and

WHEREAS, on May 31, 2007 (one week prior to scheduled trial), the owner/developer Barber Group, Inc. and LynnKohn LLC notified the City in writing of the voluntary withdrawal of their LSD 06-1997, Divinity Hotel and Condos, and requested the withdrawal of Resolution No. 122-06. Attached is a copy of this letter marked Exhibit "A".

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals Resolution No. 122-06 (attached as Exhibit "B") because of the voluntary withdrawal of LSD 06-1997 and upon request of the applicants.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Handed out at the City Council meeting 6/5/07

BROOKS-HUMMEL NATURE RESERVE PROJECT

The Property

- Central Location (13.75 acres)
- Ecological Diversity
  - + Top Ward 2 Aquatic & Second Terrestrial Ranking
  - + Sublet Creek and Grassy Areas Vital for Wildlife
- Good Public Access (Hillcrest & First United Presbyterian Church)
- Proposed E-W Trail Could Cross

The Proposal

- Make Brooks-Hummel Nature Reserve Part of "Enduring Green Network"
  - + 2005 Citizen Survey - 76% of citizens support acquiring greenspace
  - + 2002 Parks & Recreation Master Plan - 67% of citizens support acquiring land for preservation
- Neighbors/FNHA Have "Raised" up to $247.5k from 160 Donors

	Cash	$166.6k	
	Pledges	14.6k	
Possible	Sale	68.0k	(1.89 Acres to First United Presbyterian Church)

- Propose City Purchase Property
  - + FNHA Provides Down Payment ($167,000)
  - + FNHA will Complete Payment for Conservation Easement ($12, 500) ASAP
  - + Council Should Advise on Possible sale of 1.89 Acres

List of Contributors
Brooks-Hummel Nature Reserve

Anne England
1357 Edgehill Drive, 72703-2015

Amy L Wilson
1833 E Applebury, 72701-2439

Shagbark Development Co
PO Box 3103, 70702-3103

Paige & Mary Bess Mulhollan
3917 E Caston, 72701

Jerry & Harriet Jansma
900 Lighton Trail, 72701

John King
590 E. Village Drive, 72703

Steven Skattebo
2103 Loren Circle, 72701-3039

Bill & Missy Kincaid
933 Pembroke Road, 72701

David & Shay Hopper
1224 N Hillcrest, 72703

Johnnie & Peggy Qualls
309 Oakwood, 72703

Bryan Steel
1110 Lakefront Drive, 72703

Susan R Cone
1110 Lakefront Drive, 72703

Candy Clark & Teddy Cardwell
PO Box 1482, 72702-1482

Shelby Rogers
PO Box 4464, 72702-4464

Heather Daniel
PO Box 4041, 72702-4041

David & Carol Albert
PO Box 277, Goshen, 72735

Christopher & Lesa Moyer
1435 Meadowcliff Drive, 72703

Helen Duran & Bob Sanders
4234 Trough Springs Road, 72703

Janice Ryan
424 North Willow, 72701

Cyrus & Martha Sutherland
1928 Haskell Heights, 72701

John & Tamara Gilmour
PO Box 1109, 72702-1109

Ruth Francis
6770 E Hahndo Lane, 72701-0285

Judith Kilpatrick
1255 W. Lakeridge, 72703-2031

Jay & Joyce Hale
285 W Cleburn Street, 72701

Dorothy Neely
PO Box 1231, 72702-1231

Michael & Darcy Hansen
1235 Edgehill Drive, 72703

Marilyn Cochran
1331 Edgehill Drive, 72703

Alice Hampton
1108 E Lakeridge Drive, 72703

L Russert-Kraemer
PO Box 631, 72702-0631

Nancy & Nate Allen
PO Box 3105, 72702-3105

Bob & Natalie Pomeroy
1229 W Lakeridge Drive, 72701

Jeff Jackson
1414 N Hillcrest, 72703

Stephen Chism & Andrea Cantrell
540 E. Lakeridge, 72703, 72703

Ted & Chico (Tetsundo) **Sekiguchi**
1333 Edgehill, 72703

Frank & Elizabeth Fickle
1160 E Lakefront Drive, 72703

Gina & Wayne Hudec
1230 W Lakeridge Drive, 72703

John Elrod
1140 W Lakefront Drive, 72703

David & Missy Pledger
1348 Edgehill, 72703

Bill & Sabra Martin
1391 Edgehill, 72703

Rick & Laura McNair
1650 Wheeler, 72703

Lauryl & Tim Hynes
500 E North Street, 72701

Bettie Lu Lancaster
127 Lakeridge Drive, 72703

James & Lynne Spellman
1219 W. Lakeridge Drive, 72703

Hugh & Brenda Kincaid
520 Lakeridge Drive, 72703

David Hyatt & Nedra Forrest
PO Box 3103, 70702-3103

Stephen & Bonnie Turner
1532 Hillcrest, 72703

Betty Lahiri
530 Lakeridge, 72703

Robert & Susan Walsh
406 E North Street, 72701

Frank & Suzanne Doughty
884 N Skyline Drive, 72701-4514

Dick & Jackie Kellogg
725 Dogwood Lane, 72701

Tom & Mary Lynn Kennedy
520 N Willow Avenue, 72701

Lowell & Kathy Grisham
310 N Washington, 72701

David O. Shepherd
1547 Lunsford Avenue, 72701

Marcia Rachel
2223 Plumarosa, 72701

David Hunter & K. Mueller
833 Bryan Lane, 72701

Susan Regan
308 E. Spring Street, 72701

Betty Solis
147 Cydnee, 72703

John Van & Rosemary Brahana
882 N. Lewis Lane, 72701

Candace Whitfield
835 Pembroke, 72701

Johnny & Susan Adkins
1322 Southern Heights, 72701-4469

Art Fry
1923 Joyce #323, 72703

Nancy McCartney
1638 W. Maple Street, 72701

Buddy & Susan Chadick
423 E. Spring Street,72701

Libby Wheeler
1635 W. Shadowridge, 72701

Julie Preddy
3030 N. Quail Creek Drive, 72703

Jimmy & Jeanie Hill
422 W. Cleburn, 72701

Paul & Maxine LeBlanc
2842 Stanton Avenue, 72703

Bill & Margie McKenzie
2411 Gentle Oaks Lane, 72703

Robert & Mary Alguire
1235 N Hillcrest Avenue, 72703

Herschel & Barbara Sandefur
1651 W. Cleveland Street, 72701

Jeff & Sarah Mitchell
1143 W. Lakeridge, 72703

Mike & Martha Ward
432 Hawthorn Street, 72701

Robert A. Jordan
280 W. Ila Street, 72701

Barbara Dillon
126 W Ila Street, 72701

Bob Brewer & Jonna Hussey
517 Lytton, 72701

Martha Malley
872 N. Lewis Lane, 72701

Luke & Janet Parsch
467 Rockcliff Road, 72701-3607

Chaim Goodman-Strauss & Kendall Curlee
524 W. Prospect Street, 72701

Susannah Garrison
507 N. Park Avenue, 72701

Karen Rollet-Crocker
951 N Pembroke Road, 72701-2522

Steve & Sally Harms
4470 E Bridgewater Lane, 72703-4611

Norma Hoffrichter
1130 E Lakeridge, 72703

David & Marsha Crittenden
1408 Elmwood Drive, 72703-3002

Martha Agee
1000 Crest Drive, 72701-2312

Ozark Headwaters Group of the Sierra Club *
285 W Cleburn, 72701

Sue E. Schultz
2632 Bent Trail, Springdale, 72762

James Keenan
PO Box 9600, Fayetteville, 72703

Ron & M-E Anderson
1423 E Ridgeway Drive, 72701

Liz & Les Howick
1823 E. Elkhorn Circle, 72703

Dennis & Linda Collins
387 Assembly Drive, 72701

Carolyn B Madison
PO Box 8601, 72703-0011

John & Shawana Thorup
2314 Thistle Drive, 72704

Wanda Belzung
1923 Joyce Boulevard, #255, 72703-5398

Craig & Becky Parker
1707 N Wheeler Avenue, 72703

Suzanne Macrae
517 Fallin, 72701-3632

Nancy Reed Koetter
3076 N Dorchester Drive, 72703

Dede Peters
306 E Baxter Lane, 72701

Kathy Thompson
793 E Lighton Trail, 72701

Gene Fry
1923 E Joyce Boulevard, #323, 72703

First United Presbyterian Church *
695 Calvin Street, 72703

Ozark Natural Foods *
1554 N College, 72703

Bob & Sara Caulk
790 Missouri Way, 72701

Duane & Judy Woltjen
821 Applebury Drive, 72701

Walt Eilers
2044 Archer Drive, 72701

David Chance
Springdale AR, 72764

Pete & Margo Heinzelmann
1737 Applebury Drive, 72701

Henry Turner & Megan Chapman
545 E Prospect, 72701

Sami Kopelman
432 N Assembly Drive, 72701

Rita Caver
304 W Cleburn, 72701

Richard & Susie Jones
957 Tanglebriar, 72701-0219

John Barcroft
2819 Prince William Drive, 72703-3993

Nadine Chenault
PO Box 9358, 72703

Friends of Sami Kopelman (gift contribution) *
2591 Oak View Drive, Springdale, 72762

Russell Meller & Susan Hankins
2261 E Meandering Way, 72701

Don Tyson
PO Box 2020, Springdale, 72765

Bill Harrison
3 Mt. Nord, 72701

John & Kay DuVal
1131 Eastwood, 72701

Sharon Wilson
1805 N Fox Hunter, WC 75, 72701

Chaim Goodman-Strauss & Kendall Curlee
524 W Prospect, 72701

Carl Circo
412 N Assembly, 72701

Jim Lindsey
PO Box 13000, 72703

Penguin Ed's BBQ, Diane & Ed Knight
230 S East Street, 72701

Holly Bryan
423 E Spring Street, 72701

Jura & Lisa Margulis
578 Rockcliff Road, 72701

Heather Blair
5202 Dorchester #3, Chicago, IL 60615

Dr. Diana Gonzales Worthen
16700 Dolittle Road, Springdale, 72764

Arden Blair
9515 Red Rain, Columbia, MD, 20146

Mike & Angela Martin Crowly
3953 Thistle Lane, Ft. Worth, TX, 76109

Jean Gordon
2510 Hidden Valley Drive, Little Rock, 72212

Barbara Tyson
2694 Randal Place, 72703

Kim Agee
1561 Rhonda, 72703,

Steven Skattebo (for friend)
2103 Loren Circle, 72701-3039

Victoria Bransford McClendon
146 Prospect Street, 72701

Sonya Yates
2 W Mt Nord, 72701

Brian Fry
1923 E Joyce Boulevard, #323, 72703

Louisa Jong
2684 Stanton Avenue, 72703

Mark & Diane Simmons
410 W Central, Siloam Springs, 72761

Eve Agee
1029 N. Eastwood Drive, 72701

Don Pitts
2790 S Thompson, Springdale, 72764

Uncle Sam's Safari customers *
1494 N College Ave, 72701

Susan Jenkins
40 E. Elm Street, 72703

Suzanne MacRae
517 Fallin, 72701

Nancy Maier
951 Missouri Way, 72701

Lynda Coon
1336 N Hillcrest, 72703-1924

Bud & Suzanne Edwards
578 N Rockcliff Road, 72701-3808

Trisha & Boyd Logan
1426 Hillcrest Avenue, 72703

Larry & Becky Purcell
2369 Yorkwood Drive, 72703

Jackie Kellogg
723 Dogwood Lane, 72701

John, Snickers & Max Nagle
1561 Hope Street, 72701

Malcom & Ellen Hayward
3200 Gulley Road, 72703

AJ & Myria Allen
1998 Buckley Drive, 72703-3053

Jaqueline King
2450 Indian Oaks Trail, Springdale, 72762

Jimmie Barham Beauchamp
1516 Hillcrest, 72703

SWEPCO
428 Travis Street, Shreveport, LA, 71101

Wade Burnside
1102 E Shadowridge Drive, 72701-2627

Herb Fowler
1923 E Joyce Boulevard, #C-108, 72703

St. Paul's Episcopal Alternate Gift Program *
PO Box 1190, 72702-1190

* Represents large number of supporters

Thru 5/31/07

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
June 5, 2007

A meeting of the Fayetteville City Council will be held on June 5, 2007 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

A. CONSENT:

1. **Approval of the May 15, 2007 City Council meeting minutes.**

2. **Arkansas Highway and Transportation Department (AHTD) Refund:** A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.

3. **Bid # 07-34 Dean Crowder Construction, Inc:** A resolution awarding Bid # 07-34 and approving a contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b; and approving a 10% project contingency in the amount of $374,000.00.

4. **Bid # 07-38 Crossland Heavy Contractors, Inc:** A resolution awarding Bid # 07-38 and approving a contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00 for the renovation of the Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7; and approving a 5% project contingency in the amount of $76,000.00.

5. **Garver Engineering, Inc:** A resolution approving contract Amendment No. 1 to the contract with Garver Engineering, Inc. in the amount of $231,750.00 for design and construction phase services for the construction of the Mt. Sequoyah Water & Sewer Improvement Project; and approving a contingency of $15,000.00.

6. **Bid # 07-41 T-G Excavating:** A resolution awarding Bid # 07-41 and approving contracts with T-G Excavating, Inc. in the amount of $822,222.00 and a contingency in the amount of $41,000.00 and with Insituform Technologies, Inc. in the amount of $178,834.50 and a contingency in the amount of $9,000.00 for construction of the Farmington Sanitary Sewer Rehabilitation; and approving a budget adjustment in the amount of $395,000.00 to accept funds from the City of Farmington.

7. **Bid # 07-42 Midland Construction, Inc:** A resolution awarding Bid # 07-42 and approving a contract with Midland Construction, Inc. in the amount of $117,332.00 for the construction of the Gulley Park Bioswale and Parking Lot Project; approving a 10% project contingency in the amount of $11,733.00; and approving a budget adjustment in the amount of $69,243.00.

8. **Selective Traffic Enforcement Program Grant:** A resolution accepting additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a budget adjustment recognizing the increased grant revenue.

9. **McClelland Consulting Engineers, Inc:** A resolution approving Amendment No. 1 to the basic agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services.

10. **Airport Master Plan:** A resolution to accept and approve the December 2006 Airport Master Plan.

11. **General Aviation Fuel Opposition:** A resolution to express the City of Fayetteville's opposition to proposed federal legislation almost doubling the federal tax on general aviation fuel.

12. **Walker Properties II L.P:** A resolution approving a thirty-year ground lease with Walker Properties II L.P. for the construction of a hanger building at the Fayetteville Municipal Airport, Drake Field.

13. **Community Development Block Grant:** A resolution approving the Community Development Block Grant (CDBG) Agreement for 2007 in the amount of $655,977.00.

14. **YouthCAN! Lease:** A resolution to approve a four year lease with YouthCAN! for the former Sang Avenue Senior Center.

15. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage.

B. UNFINISHED BUSINESS:

1. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00, plus a $20,000.00 contribution to the Walker Park Mural Project. **This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting.**

C. NEW BUSINESS:

1. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

2. **VAC 07-2570 (Vista Health):** An ordinance approving VAC 07-2570 submitted by H2 Engineering for property located at 4253 North Crossover Road, to vacate a utility easement and dedicate a new easement for the utilities, a total of 1,207.56 square feet.

3. **Amend §33.111 & §33.018:** An ordinance to repeal §33.111 of the Fayetteville Code, to enact a replacement §33.111 Removal of Planning Commissioners, and to enact a new subsection (C) in §33.018 Parks and Recreation Advisory Board.

4. **Habitat for Humanity Contract Amendment:** A resolution approving contract Amendment #1 to the real estate sales contract with Habitat for Humanity of Washington County, Inc.

5. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with BlueInGreen, LLC for the installation of a Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00; and approving a contingency of $5,000.00.

6. **Brooks-Hummel Nature Preserve:** A resolution to approve the purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in the amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a conservation easement on this property for $179,500.00; and approve a budget adjustment in the amount of $495,000.00.

7. **Yvonne Richardson Community Center:** A resolution to approve a budget adjustment in the amount of $27,884.00.

D. INFORMATIONAL:

City Council Tour: June 4, 2007

E. PRESENTATIONS AND DISCUSSIONS:

Farmington De-annexation Discussion: An ordinance simultaneously detaching territory from the City of Fayetteville and annexing said territory into the City of Farmington, pursuant to A.C.A. 14-40-2101 - **Agenda Session Only - To determine if the Council wants it on the agenda.**

Citizen Survey Discussion, Susan Thomas - Agenda Session Only

Fayetteville Attainable Workforce Housing Policy White Paper Discussion, Leif Olson - Agenda Session Only

Wastewater System Improvement Project Update - David Jurgens, Water/Wastewater Director

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

Sid Norbash	Engineering	Operations/Water & Wastewater
Submitted By	Division	Department

Action Required:

Approval of a refund to the Highway Department for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project, and a Budget Adjustment of $254,467.83.

$254,467.83	$3,500,769.84	Hwy 265 Water/Sewer Relocations
Cost of this request	Category / Project Budget	Program Category / Project Name
5400-5600-5808.00	$3,500,769.84	Water Line Improvements
Account Number	Funds Used to Date	Program / Project Category Name
97043-20	$-0-	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] Budget Adjustment Attached [XX]

Previous Ordinance or Resolution # 109-99
Original Contract Date: 8/17/1999
Original Contract Number: N/A

Department Director — Date 10 MAY 07

City Attorney — Date 5/18/2007

Finance and Internal Service Director — Date 5-21-07

Mayor — Date 5/21/07

Received in City Clerk's Office
ENTERED 5/10/07

Received in Mayor's Office
ENTERED 5/21/07

Comments:

Fayetteville
ARKANSAS

City Council Meeting Date of June 5, 2007

City Council Agenda Memo

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Water/Sewer Committee

From: David Jurgens, Water & Wastewater Director

Date: May 9, 2007

Subject: Hwy 265 Water & Sewer Relocation Project – AHTD Audit & Reimbursement

Recommendation:
Approval of a refund to the Highway Department for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project, and a Budget Adjustment of $254,467.83.

Background:
The construction of Highway 265 Water & Sewer Relocation was completed in 2002, to clear the right of way for the widening project by AHTD. At that time, the City submitted the final request for reimbursement payment per the approved contract with AHTD. Copies of the contract and payment request are attached. AHTD approved the City's request and a total reimbursement of $1,972,812.03 was made to the City.

Discussion:
On this type project, AHTD executes a contract with the municipality, allowing reimbursement for the cost of relocating the facilities that are outside the right of way. The reimbursement ratio is computed based on existing facilities that are located in the new right of way, but outside the existing right of way.

For this project, the reimbursement ratio was calculated to be 51.44%. The City of Fayetteville desired to improve the water system and upsized the water mains from 12" to 24". The reimbursement factor of 51.44% was applied to the total cost of the project. As separate bids were not required to distinguish between the total contract and the improvements, it was Staff's and the AHTD Utilities Section understanding that the reimbursement factor be applied to the entire project cost. At that time, Accounting was informed by Engineering that an AHTD audit might change the reimbursement amount if exceptions are taken (a copy of this memo is attached).

AHTD generally has a timetable of 90 days to audit any project, but this project was audited almost four years after completion. The auditor took exceptions to the reimbursement method, and required the City repay $884,632.76. Engineering and the City's Audit Staff evaluated the documentation, and determined the repayment amount to be $254,467.83. After review, the AHTD concurs, and has sent the City an invoice for $254,467.83 (attached).

Budget Impact:
There are funds remaining in two AHTD related water/sewer relocations that are almost complete. The budget adjustment moves the required funds from these projects to make the reimbursement.

Project	2007 Budget	Anticipated Available Funds
Hwy 62 (Farmington) Water Relocation	$202,828	$154,828
North College Water Line Replacement	$110,164	$102,164
Total Estimated Available Funds		$256,992

RESOLUTION NO. _____

A RESOLUTION APPROVING A REFUND TO THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT (AHTD) FOR OVERPAYMENT OF REIMBURSEMENT RELATED TO WATER AND SEWER RELOCATIONS FOR THE HIGHWAY 265 WIDENING PROJECT; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $254,467.83.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a refund to the Arkansas State Highway and Transportation Department (AHTD) For overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project.

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment in the amount of $254,467.83.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

LIONEL COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department:	Date Requested	Adjustment Number
2007	Operations Division: Water & Sewer Maintenance Program: Capital Water Mains	6/5/2007	

Project or Item Added/Increased:

$254,468 is requested in the Water Line Improvements account.

Project or Item Deleted/Reduced:

$154,468 from the Water Line Improvement account in the Hwy 62 Waterline Relocation Farmington project and $100,000 from the Water Line Improvement account in the North College Waterline - Maple to North project.

Justification of this Increase:

AR Highway & Transportation Department conducted an audit of this project four years after project completion. The results of the audit determined that a reimbursement factor of 51.44% was applied to a figure that included betterments which caused the AHTD to over compensate the City.

Justification of this Decrease:

The North College Waterline - Maple to North project is basically complete and is under budget. The Hwy 62 Waterline Relocation Farmington project is basically complete pending any further adjustments by the AR Highway & Transportation Department. Sufficient funds remain in both projects for these contingencies.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Water line improvements	5400	5600	5808	00	254,468	97043	20

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Water line improvements	5400	5600	5808	00	154,468	04034	1
Water line improvements	5400	5600	5808	00	100,000	02030	1

Approval Signatures

	Date
Requested By	5/8/07
Budget Manager	5/8/07
Department Director	10 MAY 07
Finance Director	5-21-07
Mayor	

Budget Office Use Only

Type: A B C (D) E

	Initial	Date
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Marsha Farthing, Accounting Manager

From: Sid Norbash, Staff Engineer

Date: November 28, 2001

Re: Your memo of 11-20-2001
Hwy 265 W&S Relocations
Reimbursements from AHTD

In reference to the above mentioned project, the construction is now completed, and the last condemnation of property for easements was finalized last week.

Attached for your information please find a copy of my correspondence with AHTD, and a summary of costs and reimbursements.

Please be advised that all these figures are what we are requesting for approval, **any amounts shown are subject to denial or revisions during the audit**, and may change the values.

SN/sn
attachments

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 2, 2002

Mr. Joseph Qualls, Senior Utilities Coordinator
Arkansas State Highway and Transportation Department
Utilities Section / R.O.W. Division
P.O. Box 2261
Little Rock, AR 72203

Re: Job 004999 (Utilities)- State Project Hwy. 16 - Hwy. 45 (S)
Route 265 Section 2 Washington County
Reimbursement Request Per Contract - Revised Pay Estimate #2 & Final
Clarification & Revision of Engineering Fees

Dear Mr. Qualls:

Per our phone discussion of last week, I have revised the reimbursement amount for the engineering portion of the above referenced project as follows:

Total construction cost	$3,629,247.53
Total non-reimbursable construction cost	$ 443,009.71

$443,009.71 divided by $3,629,247.53 = 0.1221 or 12.21%
12.21% of Engineering Cost is not reimbursable.

Our records show total Engineering cost of $653,683.01 therefore, applying the 87.79% reimbursable factor, the reimbursable Engineering Cost is calculated to be $573,868.31

Total Reimbursable Construction Cost	$3,186,237.82
Easements Acquisition Expenses	$ 75,065.00
Engineering	$ 573,868.31
Total Expenses	$3,835,171.13
Reimbursement to City per 51.44% factor	$1,972,812.03
Less Previous Payment by A.H.T.D.	- $1,459,681.78
Total Due to City	$ 513,130.25

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

Mr. Joseph Qualls
Page 2

We would like to submit to you for your approval, our Revised Final Pay Estimate for relocations and the adjustments of water and sewer facilities in reference to the above project.

Attached to this letter is the Revised Final Pay Estimate submitted for your approval. This statement will replace the submittal dated April 9, 2002.

This payment will close out this project, your immediate attention will be greatly appreciated, and if you have any questions please call me at (501) 575-8205.

Sid Norbash
Staff Engineer

attachments: One set of As-Builts
SN/sn

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

August 2, 2002

Mr. Joseph Qualls, Senior Utilities Coordinator
Arkansas State Highway and Transportation Department
Utilities Section / R.O.W. Division
P.O. Box 2261
Little Rock, AR 72203

Re: Job 004999 (Utilities)- State Project Hwy. 16 - Hwy. 45 (S)
Route 265 Section 2 Washington County
Reimbursement Request Per Contract - Pay Estimate #2 & Final (REVISED)

Dear Mr. Qualls:

We would like to submit to you for your approval, Final pay estimate for relocations and the adjustments of water and sewer facilities in reference to the above project. Attached please find the necessary documents indicating the cost of this contract per this Final Pay Estimate.

For Phase I Contract - finished work for final estimate	$1,097,629.05
For Phase II Contract - finished work for final estimate	$2,088,608.77
Easements Acquisition Expenses	$ 75,065.00
Engineering	$ 573,868.31
Total Reimbursable Expenses	$3,835,171.13
Reimbursement to City per 51.44% factor	$1,972,812.03
Less Previous Payment by A.H.T.D.	- $1,459,681.78
Total Due to City	$ 513,130.25

This payment will close out this project, your immediate attention will be greatly appreciated, and if you have any questions please call me at (501) 575-8205.

Sid Norbash
Staff Engineer

attachments
SN/sn

113 WEST MOUNTAIN 72701 501 521-7700
FAX 501 575-8257

Summary Costs and Reimbursements from AHTD
for
Hwy 265 Water & Sewer Relocations Project
AHTD Job 004999 (Utilities)

April 9, 2002

Description	Amount Eligible for Reimb.	% Reim.	AHTD's Share	City's Share
Easements:				
Total cost of the easements	$ 75,065.00	@.5144	**$38,613.44**	$36,451.56
Engineering:				
Of $653,683.01 Total Eng. $573,868.31 is reimbursable	$573,868.31	@.5144	**$295,197.86**	$278,670.45
Construction:				
Phase I Contract cost	$1,097,629.05	@.5144	**$564,620.38**	$533,008.67
Phase II Contract cost Including Change Order #1	$2,088,608.77	@.5144	**$1,074,380.35**	$1,014,228.42

Total Due From AHTD	**$1,972,812.03**
Less Previous Payment	**$1,459,681.78**
Net Amount Due City	**$ 513,130.25**

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Dan Flowers
Director
Phone (501) 569-2000 Fax (501) 569-2400

P.O. Box 2261
Little Rock, Arkansas 72203-2261
WWW.ARKANSASHIGHWAYS.COM

October 9, 2006

RE: 004999
Arkansas: STP-9142(6)
Utility Ref: State Hwy 265 Widening

Mr. Sid Norbash, Staff Engineer
City of Fayetteville Water & Sewer Department
113 West Mountain Street
Fayetteville, AR 72701

Dear Mr Norbash:

The final statement for expenses incurred by City of Fayetteville Water & Sewer Department in connection with the above referenced job has been audited and exceptions have been taken to the billing as follows:

Exception One – Incorrect Amount for Change Order One Paid on Pay Estimate 2

The increase by Change Order One in those costs subject to reimbursement by the Department was $30,905.00 as shown on the copy of the change order attached to this report. This amount increased the amount of Phase II subject to reimbursement by the Department to $2,086,208.77 ($2,055,303.77 + $30,905.00). Also the effect of applying the reimbursement factor in the agreement, 51.44% to this amount increased the amount to be reimbursed by $15,897.53 (.5144 x $30,905.00). However, in preparing pay estimate Two and Final to remit payment to the utility, the amount shown as subject to reimbursement for Phase II was $2,088,608.77, $2,400.00 more than the correct amount of $2,086,208.77. Applying the reimbursement factor of .5144 to this amount results in the reimbursable amount being overstated by **$1,234.56**, and an exception is taken for this amount.

Total amount of Exception One ..... **($1,234.56)**

Exception Two – Estimate and Reimbursement Factor not Representative of Actual Construction Cost

The reimbursement factor provided by the agreement, 51.44%, is the ratio of *estimated* reimbursable construction cost to total *estimated in-kind* replacement cost. However, the actual items installed, their quantity, and the resulting costs varied considerably from the estimate used to determine the reimbursement factor.

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OCT 12 2006
ENGINEERING DIV.

In addition, the cost of increasing the size of much of the waterline to 24" as planned by the utility while formulating the initial plan and estimate was not included in the total estimated cost. However, the utility applied the reimbursement factor in the agreement to the cost of the portion of the project cost that included the 24" waterline (the betterment cost). Had the estimated cost of the betterment been included in the amounts used to determine the ratio, the reimbursable factor would have been 38.13% as shown in the following comparison. This calculation does not take into consideration the actual cost of the construction.

Estimated reimbursable cost of project, $1,099,414.07 ÷ Estimated in-kind replacement of $2,137,274.63 = **51.44%**
Estimated reimbursable cost of project, $1,099,414.07 ÷ Replacement cost w/betterment of $2,883,383.69 = **38.13%** (Const only)

In order to fairly reconcile these issues, a worksheet listing the cost, quantity and description of all items installed on the project a worksheet titled *Itemized List of Construction Costs* was prepared for the purpose of designating each item reimbursable or non-reimbursable, and includes a brief explanation of why or why not a particular item was considered reimbursable. This worksheet is attached and made part of this report as the basis for this exception, and includes only those items included in the bill to the Department, items 1-54 under Phase I and item 1-55 under Phase II.

Due to the limited expertise of this auditor in the specific construction process of the project, the inclusion or exclusion of some items in the non-reimbursable or reimbursable total is subject to further consideration by the utility. It is understood that the City of Fayetteville Water & Sewer Department engineering staff will review the results of the worksheet and possibly object to the exclusion of some items from the reimbursable total. Any claim by the City that some excluded items should be included must be supported by adequate documentation and explanation.

As shown on the worksheet, the reimbursement amount determined by applying actual costs and quantities results in a reimbursable amount of $903,947.79, resulting in a reimbursement factor of 28.39% ($903,947.79 ÷ $3,183,837.82). Since the amount paid for construction after the adjustment described in Exception One, is $1,637,766.17, ($3,183,837.82 x 51.44%), an exception is taken for the overpayment of **$733,818.38**, ($1,637,766.17 - $903,947.79) until the utility provides adequate documentation to support a revision to this amount.

Total amount of Exception Two..... **($733,818.38)**

Exception Three – Reimbursable Engineering and Easement Costs Impacted by Revised Percent

The amount of engineering and easements determined to be a necessary cost of this relocation is $573,868.31 and $75,065.00 respectively, $648,936.31 total. Applying the reimbursable percent in the agreement of 51.44% to this amount resulted in the utility being reimbursed $333,812.84, $648,936.31 x .5144. Since the recommended reimbursement factor was revised to 28.39% by exception two, the reimbursable portion of engineering and easements must be reduced accordingly to $184,233.02 (28.39% x $648,936.31). Therefore, an exception is taken for the amount of the reduction or **$149,579.82** until the utility provides adequate documentation to warrant a change in the recommended reimbursement amount.

Total amount of Exception Three .....**($149,579.82)**

Summary of Exceptions

1. **Incorrect Amount for Change Order One Paid on Pay Estimate 2** ..... **($1,234.56)**
2. **Reimbursement Factor in Agreement not Representative of Actual Construction Cost** .....**($733,818.38)**
3. **Reimbursable Engineering and Easement Costs Impacted by Revised Percent**..... **($149,579.82)**

Total Exceptions ..... **($884,632.76)**

Please submit your concurrence or rebuttal to the exceptions direct to this office within 30 days of the date of this letter. If you have any questions or need additional information, please call Mr. Leonard Grinstead at (501) 569-2516.

Sincerely,

Larry Dickerson
Chief Fiscal Officer

ARKANSAS STATE HIGHWAY COMMISSION

UT ILITY CHANGE ORDER

UTILITY City of Fayetteville Water & Sewer

Change Order No. ONE

JOB NO. 004999 FAP NO. STP-9142 (6) JOB NAME Hwy. 16 - Hwy. 45 (S)

ROUTE 265 SECTION 2

COUNTY Washington

Description of Change:

1) The water contractor had to move crossing at Station 30+00 several times to find a suitable area to cross Highway 265.
2) Had to place a six (6) inch tapping valve and sleeve in lieu of tie-in and valve.
3) Re-route 24 inch waterline at no cost to the Department.
4) Had to install a temporary two (2) inch bypass fitting on 24 inch waterline.
5) Adjust an additional 491 feet of 24 inch waterline at no cost to the Department.
6) Need to install extra blocking to install 24 inch waterline in Item Five at no cost to the Department.
7) Need to repair damage to parking lot of Crossover Liquors.

Reason for Change:

1) To clear a cave discovered on portions of the right of way.
2) To clear conflict with existing six (6) inch water main.
3) To avoid getting into supports of a retaining wall.
4) To provide service to customers during contemplated shut down of 24 inch waterline.
5 & 6) To make connection to existing water main at Station 71+70.
7) The weight of heavy trucks on parking lot of Liquor Store did considerable damage, access to waterline was only available at Liquor parking lot.

SUMMARY

	Present Amount	Revised Amount
Original estimated reimbursable per utility agreement dated 09-01-99 2,849,455.16 X 51.44%	$ 1,465,759.34	
Estimated amount per this C.O. # One $80,360.16 X 51.44%		$ 1,481,657.27
TOTALS	$ 1,465,759.34	$ 1,481,657.27

Requested Joseph L. Tuck Date 4-9-02
Coordinator

Recommended Ralph Williams Date 4-9-02
Chief-Utilities Section

Approved [illegible] Date 4/9/02
Chief, Right of Way Division

Authorized Talbot Lee Date 4-9-02
Asst. Chief Engineer-Design

OVERRUN $15,897.93

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

April 8, 2002

Mr. Joseph Qualls, Senior Utilities Coordinator
Arkansas Highway and Transportation Department
P.O. Box 2261
Little Rock, AR 72203

Re: **Route 265 Section 2** Hwy. 16 - Hwy. 45 (S) F.A.P. STP - STPG - 91 - 42(6)
Job 004999 (Utilities) - Water & Sewer Relocations Phase II
Approval of the Related Change Orders

Dear Mr. Qualls:

In reference to the above mentioned project, during the course of the construction, certain change orders were necessitated to facilitate the construction of the needed water and sewer adjustments, and they are as follows:

Change Order #1	$14,325.00 bore pit
Change Order #2	$ 200.00
Change Order #3	City cost only
Change Order #4	$ 1,380.00
Change Order #5	City Cost Only
Change Order #6	City Cost Only
Change Order #7	$15,000.00

30,905.00 x 51.44% = 15,897.53

Copies of the above Change Orders are attached, and the explanation and justifications are mentioned. We hereby request your Departmental approval of these changes, so we can proceed with closing out our reimbursement contract with A.H.T.D.

If you have any questions or comments please advise.

Sid Norbash
Staff Engineer

SN/sn
attachments

City of Fayetteville Water Sewer
State Project: 004999 - State Hwy. 265 Improvements
Itemized List of Construction Costs

PhI	PhII		Non Reimb. Quantity	Non Reimb. $	Reimb. Quantity	Reimb. $	
1.	1.	24" Waterline, Ductile Iron	13673.000	$1,066,176.00	0.000	$0.00	Betterment
2.	2.	12" Waterline, Ductile Iron	0.000	($232,592.71)	7890.000	$344,064.96	Included in Basis for Revising Water Pct.
3.	3.	8" Waterline, Ductile Iron	6627.500	$228,588.25	630.000	$21,729.25	Included in Basis for Revising Water Pct.
		6" Waterline, Ductile Iron	0.000	($2,207.20)	60.000	$2,207.20	Included in Basis for Revising Water Pct.
4.	* 4.	2" Service Waterline	391.000	$4,922.00	0.000	$0.00 *	Included in Basis for Revising Water Pct.
5.	5.	36" Dia. Steel Casing by Bore & Jack	353.000	$138,610.00	0.000	$0.00	Included in Basis for Revising Water Pct.
6.	* 6.	24" Dia. Steel Casing by Bore & Jack	0.000	$0.00	286.000	$86,345.00 *	Included in Basis for Revising Water Pct.
7.	7.	16" Dia. Steel Casing by Bore & Jack	539.000	$128,544.04	39.000	$9,300.96	Included in Basis for Revising Water Pct.
8.	8.	36" Dia. Steel Casing by Open Cut	698.000	$107,430.00	0.000	$0.00	Included in Basis for Revising Water Pct.
9.	9.	24" Dia. Steel Casing by Open Cut	325.000	$26,500.00	0.000	$0.00	Included in Basis for Revising Water Pct.
10.	10.	18" Dia. Steel Casing by Open Cut	799.000	$48,742.00	0.000	$0.00	Included in Basis for Revising Water Pct.
	11.	16" Dia. Steel Split Casing by Open Cut	20.000	$1,600.00	0.000	$0.00	Included in Basis for Revising Water Pct.
	12.	Concrete Utility Saddles	2.530	$379.50	0.000	$0.00	Included in Basis for Revising Water Pct.
11.	13.	Compact Ductile Iron Fittings	20.833	$123,181.92	5.544	$32,780.56	Included in Basis for Revising Water Pct.
12.	14.	24" Butterfly Valve & Box	14.000	$77,000.00	0.000	$0.00	Included in Basis for Revising Water Pct.
13.	15A.	12" Butterfly Valve & Box	8.000	$23,200.00	4.000	$11,600.00	Included in Basis for Revising Water Pct.
				$1,740,073.81		$508,027.92	$508,027.92 ÷$2,248,101.73 = 21.55%
14.	15.	8" Gate Valve & Box	24.000	$18,357.30	4.000	$5,042.70	21.55% Reimb. Cost of Items 1-13/15A
	16.	6" Gate Valve & Box	1.000	$1,412.10	2.000	$387.90	21.55% Reimb. Cost of Items 1-13/15A
15.	17.	Trench Safety System	0.000	$5,491.50	1.000	$1,508.50	21.55% Reimb. Cost of Items 1-13/15A
16.	18.	Fire Hydrant Assemblies	34.000	$76,724.10	3.000	$21,075.90	21.55% Reimb. Cost of Items 1-13/15A
17.	* 19.	Remove & Replace Existing Asphalt	40.134	$2,628.35	351.036	$22,167.45 *	89.4% Reimb. Cost of Paving & Concrete
18.	20.	Remove & Replace Existing Concrete	33.932	$1,369.45	296.788	$11,549.91	89.4% Reimb. Cost of Paving & Concrete
19.	21.	4" Thick Sidewalk Repair	24.890	$978.15	217.700	$8,249.65	89.4% Reimb. Cost of Paving & Concrete
	22.	Remove & Replace Concrete Riprap	0.000	$0.00	0.000	$0.00	21.55% Reimb. Cost of Items 1-13/15A
20.	23.	Erosion Control	0.000	$5,491.50	1.000	$1,508.50	21.55% Reimb. Cost of Items 1-13/15A
21.		Temporary Fencing to Protect Livestock	0.000	$353.02	150.000	$96.98	21.55% Reimb. Cost of Items 1-13/15A
22.	24.	6" Dual Body Air Release/Vacuum Valve	1.000	$28,242.00	5.000	$7,758.00	21.55% Reimb. Cost of Items 1-13/15A
23.		4" Dual Body Air Release/Vacuum Valve	1.000	$7,688.10	1.000	$2,111.90	21.55% Reimb. Cost of Items 1-13/15A
24.	25.	2" Dual Body Air Release/Vacuum Valve	2.000	$17,651.25	4.000	$4,848.75	21.55% Reimb. Cost of Items 1-13/15A
25.	* 26.	8" x 8" Tapping Sleeve & Valve	10.000	$19,298.70	0.000	$5,301.30 *	21.55% Reimb. Cost of Items 1-13/15A
	27.	12" x 8" Tapping Sleeve & Valve	0.000	$0.00	0.000	$0.00	21.55% Reimb. Cost of Items 1-13/15A
	28.	12" x 12" Tapping Sleeve & Valve	3.000	$8,237.25	0.000	$2,262.75	21.55% Reimb. Cost of Items 1-13/15A
26.	29.	Tie-in Existing 8" Water Line	9.000	$12,552.00	0.000	$3,448.00	21.55% Reimb. Cost of Items 1-13/15A
	* 30.	Tie-in Existing 6" Water Line	2.000	$2,824.20	0.000	$775.80 *	21.55% Reimb. Cost of Items 1-13/15A
	31.	Tie-in Existing 12" Water Line	0.000	$1,961.25	1.000	$538.75	21.55% Reimb. Cost of Items 1-13/15A
	32.	Tie-in Existing 24" Water Line	5.000	$6,000.00	0.000	$0.00	21.55% Reimb. Cost of Items 1-13/15A
27.	33.	Tie-in /Relocate Existing Water Meter	56.000	$18,828.00	4.000	$5,172.00	21.55% Reimb. Cost of Items 1-13/15A
28.	34.	Salvage Existing Fire Hydrant Barrel	10.605	$2,353.50	4.395	$646.50	21.55% Reimb. Cost of Items 1-13/15A
28A.	*	Abandon Existing Waterline	0.000	$627.60	1.000	$172.40 *	21.55% Reimb. Cost of Items 1-13/15A
29.	35.	Rock Excavation	820.827	$6,785.14	340.173	$1,863.86	21.55% Reimb. Cost of Items 1-13/15A
35A.		Rock Excavation by Hydraulic Rock Hammer	0.000	$0.00	0.000	$0.00	21.55% Reimb. Cost of Items 1-13/15A
30.	36.	Install Tree Protection Fence	902.132	$1,821.61	373.868	$500.39	21.55% Reimb. Cost of Items 1-13/15A
31.	37.	Root Cutting And Pruning	0.000	$0.00	0.000	$0.00	21.55% Reimb. Cost of Items 1-13/15A
32.	38.	New 3/4" Meter Box Setting	39.000	$24,241.05	18.000	$6,658.95	21.55% Reimb. Cost of Items 1-13/15A
33.	39.	Traffic Control	0.707	$32,164.50	0.293	$8,835.50	21.55% Reimb. Cost of Items 1-13/15A
34.	40.	Class 7 Aggregate Backfill	1985.836	$36,585.68	822.984	$10,049.98	21.55% Reimb. Cost of Items 1-13/15A
	41.	Slurry Backfill	159.075	$10,590.75	65.925	$2,909.25	21.55% Reimb. Cost of Items 1-13/15A
35.		Flowable Backfill	41.890	$2,788.90	17.360	$766.10	21.55% Reimb. Cost of Items 1-13/15A
36.	42.	Special Hillside Backfill	1959.804	$18,391.82	812.196	$5,052.18	21.55% Reimb. Cost of Items 1-13/15A
37.		15" Diameter PVC Sanitary Sewer Pipe	0.000	$0.00	243.000	$10,206.00	100% Reimbursable on Estimate
38.	43.	8" Diameter PVC Sanitary Sewer Pipe	0.000	$0.00	3287.000	$123,235.00	100% Reimbursable on Estimate
39.		6" Diameter PVC Sanitary Sewer Pipe	0.000	$0.00	0.000	$0.00	100% Reimbursable on Estimate
40.		Abandon 4' Diameter Standard Manhole	1.000	$350.07	6.000	$1,749.93	Manhole Work Reimbursed 83.33%
	44.	Abandon Existing Sanitary Sewer Manhole	1.000	$300.06	5.000	$1,499.94	Manhole Work Reimbursed 83.33%
41.	45.	4" Diameter Standard Sanitary Sewer Manhole	28.170	$4,633.88	141.000	$23,163.82	Manhole Work Reimbursed 83.33%
	46.	4" Dia. Drop Connection Sanitary Sewer Manhole	6.800	$1,360.27	34.000	$6,799.73	Manhole Work Reimbursed 83.33%
	47.	Remove & Replace 4' Dia. Std. San. Sewer MH	2.120	$546.78	11.000	$2,733.22	Manhole Work Reimbursed 83.33%
42.		Remove 12" Diameter Sewer Pipe	0.000	$0.00	26.000	$780.00	100% Reimbursable on Estimate
43.		Plug Existing 14" Diameter Sewer Line	0.000	$0.00	2.000	$400.00	100% Reimbursable on Estimate
44.		Cut & Plug Existing 6" Diameter Sewer	0.000	$0.00	2.000	$400.00	100% Reimbursable on Estimate
45.	48.	Cut & Plug Existing 8" Diameter Sewer	0.000	$0.00	6.000	$1,200.00	100% Reimbursable on Estimate
46.	49.	Surface Video Documentation	0.000	$0.00	1.000	$3,000.00	100% Reimbursable on Estimate
47.	50.	Television Inspection of Existing 6" & 8" Sewer	0.000	$0.00	3255.000	$10,736.00	100% Reimbursable on Estimate
48.	51.	Grass Sod to Match Existing	71.610	$214.83	28.390	$85.17	In-kind Reimbursement Pct. 27.74%
49.	52.	Grass Seeding and Mulching	5694.560	$6,613.73	2257.620	$2,622.04	In-kind Reimbursement Pct. 27.74%
50.	53.	Topsoil	1415.010	$10,581.09	560.990	$4,194.91	In-kind Reimbursement Pct. 27.74%
51.	54.	Resident Notification of Water Service Interupt.	0.720	$2,148.30	0.280	$851.70	In-kind Reimbursement Pct. 27.74%
52.	55.	Mobilization and Storage	0.720	$139,640.22	0.280	$55,360.78	In-kind Reimbursement Pct. 27.74%
53.		16" Steel Split Encassment by Open Cut	14.320	$988.22	5.680	$391.78	In-kind Reimbursement Pct. 27.74%
54.		16" Steel Casing by Jack & Bore (OS-ROW)	0.000	$0.00	35.000	$5,250.00	100% Reimbursable
		Total Incurred Under Initial Agreement		$2,279,890.03		$903,947.79	
				71.61%		28.39%	
						28.39%	

* Items affected by Change Order 1

FILE COPY

Fayetteville
ARKANSAS
ENGINEERING DIVISION
THE CITY OF FAYETTEVILLE9720

113 WEST MOUNTAIN
FAYETTEVILLE, ARKANSAS 72701
479-575-8206 FAX 575-8202

March 29, 2007

Mr. Larry Dickerson, Chief Fiscal Officer
A.H.T.D.
P.O. Box 2261
Little Rock, AR 72203-2261

Re: Audit of 004999-STP-9142(6)-State Hwy 265 Widening

Dear Mr. Dickerson:

This letter is our response to your letter of October 9, 2006, reference to the results of the audit of this project.

RJN Group, Inc from Dallas, Texas was our engineering consultant on this project who worked closely with the Highway Department to perform the calculations which ultimately were the basis for the formal agreement between A.H.T.D, and the City of Fayetteville. Copies of all the work sheets are attached for your information.

After reviewing the findings of the audit we have the following comments:

(1) We do agree that the reimbursement factor of 51.44% should have been applied to the actual construction cost without the betterment. It was an oversight, although it was approved by A.H.T.D.

(2) We respectfully disagree with re-establishing the reimbursement factor (see note 4 below).

(3) It is unclear on what basis the auditor divided up the reimbursable and non reimbursable items. A classic example of this is Traffic Control. The cost of this item was not affected by the betterment (increasing the 12" waterline to 24"). We disagree with these classifications, as there are many items that are incorrectly labeled as non-reimbursable.

(4) Since the Highway Department did not require the city to obtain an in-kind bid schedule, we have re-established an in kind list using the original estimates, and applying the contract prices whenever available. For the items that no bid prices were available we estimated the price, using the same ratios as the original

estimates (Prepared by our Engineers, RJN and approved by A.H.T.D.). The additional items that were included on the bid list and approved by A.H.T.D. are indicated separately as they were bid.

(5) The 51.44% reimbursable factor per our official contract with A.H.T.D. is applied to the in kind construction cost mentioned above.

(6) The Easement costs and the Engineering costs are the same as submitted before, and reimbursable at the established rate of 51.44%. The betterment did not affect the engineering costs (per RJN Group), or the easement costs.

(7) All items are adjusted to reflect the effect of betterment (over-sizing the 12" waterline to 24" waterline).

Based on the above explanations the summary of costs and reimbursable amounts are as follows:

Total Construction Cost	$2,660,644.20
Plus Reimbursable Change Orders #1, 2, 4, & 7	14,325.00
	200.00
	1,380.00
	15,000.00
Total In-kind Construction Cost	$2,691,549.20
Easements Acquisition Expenses	$ 75,065.00
Reimbursable Engineering	$ 573,868.31
Construction Cost Without Betterment	$2,691,549.20
Total Reimbursable Expenses	$3,340,482.51
Amount due to City $3,340,482.51 x 0.5144 =	$1,718,344.20
Amount previously reimbursed to the City	$1,972,812.03
Overpayment By A.H.T.D.	**$ 254,467.83**

Sid Norbash
Staff Engineer

cc: Ron Pertie, City Engineer
David Jurgens, Water & Sewer Director
Mr. Leonard Grinstead, A.H.T.D.
Attachments: Supporting documents

PRELIMINARY CONSTRUCTION COST ESTIMATE (IN KIND)
Hwy 265 WATER & SEWER RELOCATIONS

						PHASE I				PHASE II				
	Description	Unit	Quantity	Unit Price	Total	Quantity		Unit Price	Total	Quantity		Unit Price	Total	Total Phase I & II
Water	24" DI Water Line 0 Polywrapped	L.F.	0	$75.00	$0.00	0		$62.00	$0.00	0		$0.00	$0.00	$0.00
	12" DI Water Line 0 Polywrapped	L.F.	8825	$32.00	$282,400.00	6602	L.F.	$37.00	$244,274.00	9627	L.F.	$56.00	$539,112.00	$783,386.00
	8" DI Water Line 0 Polywrapped **	L.F.	3480	$24.00	$83,520.00	1313.5	L.F.	$25.00	$32,837.50	1186	L.F.	$45.00	$53,370.00	$86,207.50
	6" DI Water Line 0 Polywrapped *,** & *	L.F.	6630	$20.00	$132,600.00	2500	L.F.	$22.00	$55,000.00	2258	L.F.	$39.60	$89,416.80	$144,416.80
	Ductile Iron Fittings ***	Ton	20	$7,000.00	$137,272.92	8.87	Ton	$6,800.00	$60,316.00	11.13	Ton	$5,000.00	$55,650.00	$115,966.00
	24" Butterfly valve	E.A.	0	$8,500.00	$0.00	0	0	$0.00	$0.00	0		$0.00	$0.00	$0.00
	12" Gate Valve & Box	E.A.	11	$2,250.00	$24,750.00	16	E.A.	$3,000.00	$48,000.00	10		$2,400.00	$24,000.00	$72,000.00
	8" Gate Valve & Box	E.A.	7	$850.00	$5,950.00	4	E.A.	$900.00	$3,600.00	3		$750.00	$2,250.00	$5,850.00
	6" Gate Vale & Box	E.A.	19	$650.00	$12,350.00	12	E.A.	$688.00	$8,256.00	13		$573.00	$7,449.00	$15,705.00
	8" x 8" Tapping Sleeve & Valve	E.A.	2	$2,000.00	$4,000.00	4	E.A.	$2,400.00	$9,600.00	6		$2,200.00	$13,200.00	$22,800.00
	Bore & Case - 24"	L.F.	280	$350.00	$98,000.00	253	L.F.	$220.00	$55,660.00	70		$350.00	$24,500.00	$80,160.00
	Bore & Case - 8"	L.F.	1780	$150.00	$267,000.00	201	L.F.	$170.00	$34,170.00	377		$275.00	$103,675.00	$137,845.00
	Air Release	E.A.	5	$3,000.00	$15,000.00	1, 2, & 5	E.A.	$6,000.00, $4,900.00, & $3,800.00	$34,800.00	5, 1		$6,000.00 & $3,500.00	$33,500.00	$68,300.00
	Blow Off Valve	E.A.	5	$3,000.00	$15,000.00	0		$0.00	$0.00	0		$0.00	$0.00	$0.00
	Fire Hydrant Complete w/ lead & valve **	E.A.	19	$2,000.00	$38,000.00	7	E.A.	$3,000.00	$21,000.00	12		$2,400.00	$28,800.00	$49,800.00
	Concrete Blocking	C.Y.	300	$120.00	$36,000.00	0		$0.00	$0.00	0		$0.00	$0.00	$0.00
	Trench Embedment	C.Y.	2597	$22.00	$57,129.11	0		$0.00	$0.00	0		$0.00	$0.00	$0.00
	Trench Select Backfill	C.Y.	3999	$20.00	$79,987.41	18	C.Y.	$847.27	$15,250.86	16		$1,944.04	$31,104.64	$46,355.50
	Trench Safety & Support	L.F.	18935	$3.00	$56,805.00	L.S.		$2,000.00	$2,000.00	1		$5,000.00	$5,000.00	$7,000.00
	3/4" Water Service	E.A.	100	$350.00	$35,000.00	25	E.A.	$400.00	$10,000.00	35		$400.00	$14,000.00	$24,000.00
	Connect to Existing Water Line	E.A.	33	$1,000.00	$33,000.00			$0.00	$0.00	0		$0.00	$0.00	$0.00
	Water Meter Replace/Relocate	E.A.	100	$500.00	$50,000.00	24	E.A.	$600.00	$14,400.00	33		$500.00	$16,500.00	$30,900.00
	Rock Excavation	C.Y.	3100	$35.00	$108,500.00	156	C.Y.	$49.00	$7,644.00	1005		$1.00	$1,005.00	$8,649.00
San. Sewer	8" PVC SDR035 Sewer	L.F.	3320	$23.00	$76,360.00	1234	L.F.	$25.00	$30,850.00	2053		$45.00	92,385.00	123,235.00
	10" PVC SDR035 Sewer	L.F.	305	$26.00	$7,930.00	0		$0.00	$0.00	0		0	0	0
	12" PVC SDR035 Sewer	L.F.	0	$28.00	$0.00	0		$0.00	$0.00	0		0	0	0
	14" PVC SDR035 Sewer	L.F.	300	$30.00	$9,000.00	243	L.F.	$42.00	$10,206.00	0		0	0	0
	8" Cleanouts	E.A.	30	$300.00	$9,000.00	0		$0.00	$0.00	0		0	0	0
	6" Service	E.A.	30	$250.00	$7,500.00	0		$0.00	$0.00	0		0	0	0
	Bore & Case	L.F.	480	$200.00	$96,000.00	0		$0.00	$0.00	0		0	0	0
	4' Dia. Manhole (6'010')	E.A.	18	$1,500.00	$27,000.00	96.12	L.F.	$160.00	$15,379.20	170		$73.05	12,418.50	27,797.70
	Extra Depth for MH	V.F.	178	$125.00	$22,250.00	0		$0.00	$0.00	0		0	0	0
	Connect to Existing MH	E.A.	10	$1,000.00	$10,000.00	0		$0.00	$0.00	0		0	0	0
	Trench Safety Design	L.S.	1	$5,000.00	$5,000.00	0		$0.00	$0.00	0		0	0	0
	Trench Safety Install	L.F.	3925	$3.00	$11,775.00	0		$0.00	$0.00	0		0	0	0
Add'nl Work	Emergency Power Backup	L.S.	1	$20,000.00	$20,000.00	0		0	$0.00	0		0	0	0
	Bore at Birdie & 265	L.F.	100	$225.00	$22,500.00	0		0	$0.00	0		0	0	0
	8" DI Water Line 0 Polywrapped	L.F.	100	$35.00	$3,500.00	0		0	$0.00	0		0	0	0
	12" x 8" Tapping sleeve & valve	E.A.	1	$2,500.00	$2,500.00	0		0	$0.00	0		0	0	0
	Connect to Ex. 8"	E.A.	1	$1,000.00	$1,000.00	0		0	$0.00	0		0	0	0
	Bore at Janice & Garland	L.F.	100	$225.00	$22,500.00	0		0	$0.00	0		0	0	0
	8" DI Water Line 0 Polywrapped	L.F.	100	$35.00	$3,500.00	0		0	$0.00	0		0	0	0
	8" x 6" Tapping sleeve & valve	E.A.	1	$2,000.00	$2,000.00	0		0	$0.00	0		0	0	0
	Connect to Existing Waterline	E.A.	1	$1,000.00	$1,000.00	0		0	$0.00	0		0	0	0
Paving	R & R concrete pavement ***	S.Y.	1545	$45.00	$69,525.00	68.75	S.Y.	$36.00	$2,475.00	35.55		$253.36	$9,006.95	$11,481.95
	Asphalt overlay ***	S.Y.	1545	$10.50	$16,222.50	172.38		$20.00	$3,447.60	26.67		$197.24	$5,260.39	$8,707.99
	Sidewalk Repair ***	S.Y.	900	$3.50	$3,150.00	24		$36.60	$878.40	35.56		$205.99	$7,325.00	$8,203.40
	Subtotal Paving:				$88,897.50			**Total**	$720,044.56			**Total**	**$1,168,928.28**	
	Project Subtotal:				$2,021,476.94								**Grand Total**	$1,888,972.84
	Contingencies:			10%	$202,147.69									
	Project Total:				$2,223,624.63									

*** Price interpolated**
**** Quantity interpolated**
***** Adjusted for Betterment**

CITY OF FAYETTEVILLE PRELIMINARY CONSTRUCTION COST ESTIMATE (IN KIND) Hwy 265 WATER & SEWER RELOCATIONS					ACTUAL IN KIND BID ITEMS THAT WERE NOT INCLUDED IN THE ORIGIONAL ESTIMATE PHASE I PHASE II					
Description Ph. I	Unit	Quantity	Unit Price	Total	Description Ph. II	Unit	Quantity	Unit Price	Total	Total Phase I & II
2" Service Line	L.F.	322	$11.00	$3,542.00	24" Case B/J	L.F.	350	$386.00	$135,100.00	$138,642.00
24" Case open cut	L.F.	573	$80.00	$45,840.00	16" Case B/J	L.F.	377	$275.00	$103,675.00	$149,515.00
16" Case open cut	L.F.	401	$62.00	$24,862.00	24" Case B/J	L.F.	450	$100.00	$45,000.00	$69,862.00
Erosion Control	L.S.	1	$2,000.00	$2,000.00	16" Case O/C	L.F.	398	$60.00	$23,880.00	$25,880.00
Temporary Fencing	L.F.	150	$3.00	$450.00	16" Split Casing	L.F.	20	$80.00	$1,600.00	$2,050.00
8" Water Line Tie0in	EA	4	$1,500.00	$6,000.00	SP SDDL	L.F.	2.53	$150.00	$379.50	$6,379.50
Salvage F.H.	EA	6	$200.00	$1,200.00	Erosion Control	L.S.	1	$5,000.00	$5,000.00	$6,200.00
Tree Protection Fencing	L.F.	230	$1.00	$230.00	12" x 12" Tap	EA	3	$3,500.00	$10,500.00	$10,730.00
Traffic Control	L.S.	1	$16,000.00	$16,000.00	Tie 8"	EA	5	$2,000.00	$10,000.00	$26,000.00
Flowable Backfill	C.Y.	59.25	$60.00	$3,555.00	Tie 6"	EA	3	$1,800.00	$5,400.00	$8,955.00
Special Hillside Backfill	C.Y.	1268	$9.00	$11,412.00	Tie 12"	EA	2	$2,500.00	$5,000.00	$16,412.00
Abandon M.H.	EA	7	$300.00	$2,100.00	SLVG HYD	EA	3	$200.00	$600.00	$2,700.00
Remove 12" SS	L.F.	26	$30.00	$780.00	Tree Protection	L.F.	1046	$2.00	$2,092.00	$2,872.00
Plug 14" SS	EA	2	$200.00	$400.00	Traffic Control	L.S.	1	$25,000.00	$25,000.00	$25,400.00
Cut & Plug 6" SS	EA	2	$200.00	$400.00	Slurry BK	C.Y.	225	$60.00	$13,500.00	$13,900.00
Cut & Plug 8" SS	EA	1	$200.00	$200.00	SP Hlsd BKF	C.Y.	1504	$8.00	$12,032.00	$12,232.00
Surf. Video Doc.	L.S.	1	$1,000.00	$1,000.00	Abandon MH	EA	6	$300.00	$1,800.00	$2,800.00
TV 6" & 8" SS	L.F.	1313	$3.00	$3,939.00	4' DI DRP	VF	40.8	$200.00	$8,160.00	$12,099.00
Grass Sod	S.Y.	100	$3.00	$300.00	R & R MH	VF	13.12	$250.00	$3,280.00	$3,580.00
Grass Seed	S.Y.	5385	$1.00	$5,385.00	C/PLG 8"	EA	5	$200.00	$1,000.00	$6,385.00
Top Soil	C.Y.	1504	$7.00	$10,528.00	Surf Video	L.S.	1	$2,000.00	$2,000.00	$12,528.00
Notify Residents	L.S.	1	$1,000.00	$1,000.00	TV Exist	L.F.	1942	$3.50	$6,797.00	$7,797.00
Mobilization	L.S.	1	$1.00	$1.00	Grass Seed	S.Y.	582.57	$1.50	$873.86	$874.86
16" Split Enc.	L.F.	20	$69.00	$1,380.00	Top Soil	C.Y.	472	$9.00	$4,248.00	$5,628.00
16" Bore/Jack	L.F.	35	$150.00	$5,250.00	Notify Residents	L.S.	1	$2,000.00	$2,000.00	$7,250.00
				$147,754.00	Mob & Storage	L.S.	1	$195,000.00	$195,000.00	$195,000.00
									$623,917.36	$771,671.36

CITY OF FAYETTEVILLE
PRELIMINARY PROBABLE TOTAL PROJECT COST
HWY 265 WATER AND SEWER RELOCATIONS
STATE AND CITY BREAKDOWN

	Water	Sewer	Paving	Total Project Construction	Other Costs	Reimbursement @ 51.44%
Total Project w/ no betterment (B)	$1,729,490.88	$309,996.50	$ 97,787.25	$2,137,274.63		
City Portion	$ 946,813.91	$ 80,575.00	$ 10,377.95	$1,037,766.86		
State Reimbursable Portion (B)	$ 782,676.97	$229,421.50	$ 87,409.30	$1,099,507.77		
Percent Reimbursable (A/B)						51.44%
Total Project w/ Betterment	$2,475,579.94	$309,996.50	$ 97,787.25	$2,883,363.69		
Less Betterment	$ 746,089.06	$ -	$ -	$ 746,089.06		
Total in Kind	$1,729,490.88	$309,996.50	$ 97,787.25	$2,137,274.63		$ 1,099,414.07
Estimated R.O.W.					$ 79,442.00	$ 40,864.96
Estimated Preliminary Engineering Cost					$ 377,378.95	$ 194,123.73
Estimated Clear and Grub					$ 87,000.00	$ 44,752.80
Estimated Bidding and Construction Eng				710,180.53	$ 165,809.58	$ 85,292.45
Healt and Review					$ 500.00	$ 257.20
Advertising					$ 1,000.00	$ 514.40
Salvage					$ (950.00)	$ (488.68)
Total All Costs w/ Betterment (C)	$3,593,544.23	100%			$2,847,455.16	$ 1,464,730.94
Total State Reimbursables (D)	$1,464,730.94	41%				
City Final Cost Portion (C-D)	$2,128,813.29	59%				

NOTE: Does not include construction costs or engineering for City additional work

CITY OF FAYETTEVILLE
PRELIMINARY CONSTRUCTION COST ESTIMATE - WITH BETTERMENT
HWY 265 WATER AND SEWER RELOCATIONS

	Description	Unit	Quantity	Unit Price	Total
Water	24" DI Water Line - Polywrapped	L.F.	8590	$ 75.00	$ 644,250.00
	12" DI Water Line - Polywrapped	L.F.	1715	$ 32.00	$ 54,880.00
	8" DI Water Line - Polywrapped	L.F.	8461	$ 24.00	$ 203,064.00
	6" DI Water Line - Polywrapped	L.F.	0	$ 20.00	$ -
	Ductile Iron Fittings	Ton	41	$ 7,000.00	$ 285,898.47
	24" Butterfly valve	EA.	10	$ 8,500.00	$ 85,000.00
	12" Gate Valve & Box	EA.	5	$ 2,250.00	$ 11,250.00
	8" Gate Valve & Box	EA.	22	$ 850.00	$ 18,700.00
	6" Gate Valve & Box	EA.	1	$ 650.00	$ 650.00
	8" x 8" Tapping Sleeve and Valve	EA.	2	$ 2,000.00	$ 4,000.00
	Bore and Case - 24"	L.F.	280	$ 350.00	$ 98,000.00
	Bore and Case - 8"	L.F.	1780	$ 150.00	$ 267,000.00
	Air Release	EA.	5	$ 3,000.00	$ 15,000.00
	Blow Off Valve	EA.	5	$ 3,000.00	$ 15,000.00
	Fire Hydrant Complete w/ lead and valve	EA.	23	$ 2,000.00	$ 46,000.00
	Concrete Blocking	C.Y.	300	$ 120.00	$ 36,000.00
	Trench Embedment	C.Y.	3696	$ 22.00	$ 81,313.71
	Trench Select Backfill	C.Y.	5086	$ 20.00	$ 101,723.04
	Trench Safety and Support	L.F.	18766	$ 3.00	$ 56,298.00
	3/4" Water Services	EA.	100	$ 350.00	$ 35,000.00
	Connect to Existing Waterline	EA.	33	$ 1,000.00	$ 33,000.00
	Water Meter Replace/Relocate	EA.	100	$ 500.00	$ 50,000.00
	Rock Excavation	C.Y.	3100	$ 35.00	$ 108,500.00
	Subtotal Water:				$ 2,250,527.22
San. Sewer	8" PVC SDR-35 Sewer	L.F.	3320	$ 23.00	$ 76,360.00
	10" PVC SDR-35 Sewer	L.F.	305	$ 26.00	$ 7,930.00
	12" PVC SDR-35 Sewer	L.F.	0	$ 28.00	$ -
	14" PVC SDR-35 Sewer	L.F.	300	$ 30.00	$ 9,000.00
	8" Cleanouts	EA.	30	$ 300.00	$ 9,000.00
	6" Service	EA.	30	$ 250.00	$ 7,500.00
	Bore and Case	L.F.	480	$ 200.00	$ 96,000.00
	4' Dia. Manhole (6'-10')	EA.	18	$ 1,500.00	$ 27,000.00
	Extra Depth for MH	V.F.	178	$ 125.00	$ 22,250.00
	Connect to exist. MH	EA.	10	$ 1,000.00	$ 10,000.00
	Trench Safety Design	L.S.	1	$ 5,000.00	$ 5,000.00
	Trench Safety Install	L.F.	3925	$ 3.00	$ 11,775.00
	Subtotal Sewer:				$ 281,815.00
Add'nl Work	Emergency Power Backup	L.S.	1	$ 20,000.00	$ 20,000.00
	Bore at Birdie and 265	L.F.	100	$ 225.00	$ 22,500.00
	8" DI Water Line - Polywrapped	L.F.	100	$ 35.00	$ 3,500.00
	12" X 8" Tapping sleeve and valve	EA.	1	$ 2,500.00	$ 2,500.00
	Connect to Ex. 8"	EA.	1	$ 1,000.00	$ 1,000.00
	Bore at Janice & Garland	L.F.	100	$ 225.00	$ 22,500.00
	8" DI Water Line - Polywrapped	L.F.	100	$ 35.00	$ 3,500.00
	8" x 6" Tapping sleeve and valve	EA.	1	$ 2,000.00	$ 2,000.00
	Connect to Existing Waterline	EA.	1	$ 1,000.00	$ 1,000.00
	Subtotal Addn'l Work:				$ 78,500.00
Paving	R & R concrete pavement	S.Y.	1545	$ 45.00	$ 69,525.00
	Asphalt overlay	S.Y.	1545	$ 10.50	$ 16,222.50
	Sidewalk Repair	S.F.	900	$ 3.50	$ 3,150.00
	Subtotal Paving:				$ 88,897.50
	Project Subtotal:				$ 2,699,739.72
	Contingencies:		10%		$ 269,973.97
	Project Total:				$ 2,969,713.69

NOTE: Additional Work not included on City/State Summary Breakdown Sheet

CITY OF FAYETTEVILLE
PRELIMINARY CONSTRUCTION COST ESTIMATE (IN KIND)
HWY 265 WATER AND SEWER RELOCATIONS

	Description	Unit	Quantity	Unit Price	Total
Water	24" DI Water Line - Polywrapped	L.F.	0	$ 75.00	$ -
	12" DI Water Line - Polywrapped	L.F.	8825	$ 32.00	$ 282,400.00
	8" DI Water Line - Polywrapped	L.F.	3480	$ 24.00	$ 83,520.00
	6" DI Water Line - Polywrapped	L.F.	6630	$ 20.00	$ 132,600.00
	Ductile Iron Fittings	Ton	20	$ 7,000.00	$ 137,272.92
	24" Butterfly valve	EA.	0	$ 8,500.00	$ -
	12" Gate Valve & Box	EA.	11	$ 2,250.00	$ 24,750.00
	8" Gate Valve & Box	EA.	7	$ 850.00	$ 5,950.00
	6" Gate Valve & Box	EA.	19	$ 650.00	$ 12,350.00
	8" x 8" Tapping Sleeve and Valve	EA.	2	$ 2,000.00	$ 4,000.00
	Bore and Case - 24"	L.F.	280	$ 350.00	$ 98,000.00
	Bore and Case - 8"	L.F.	1780	$ 150.00	$ 267,000.00
	Air Release	EA.	5	$ 3,000.00	$ 15,000.00
	Blow Off Valve	EA.	5	$ 3,000.00	$ 15,000.00
	Fire Hydrant Complete w/ lead and valve	EA.	19	$ 2,000.00	$ 38,000.00
	Concrete Blocking	C.Y.	300	$ 120.00	$ 36,000.00
	Trench Embedment	C.Y.	2597	$ 22.00	$ 57,129.11
	Trench Select Backfill	C.Y.	3999	$ 20.00	$ 79,987.41
	Trench Safety and Support	L.F.	18935	$ 3.00	$ 56,805.00
	3/4" Water Services	EA.	100	$ 350.00	$ 35,000.00
	Connect to Existing Waterline	EA.	33	$ 1,000.00	$ 33,000.00
	Water Meter Replace/Relocate	EA.	100	$ 500.00	$ 50,000.00
	Rock Excavation	C.Y.	3100	$ 35.00	$ 108,500.00
	Subtotal Water:				**$ 1,572,264.44**
San. Sewer	8" PVC SDR-35 Sewer	L.F.	3320	$ 23.00	$ 76,360.00
	10" PVC SDR-35 Sewer	L.F.	305	$ 26.00	$ 7,930.00
	12" PVC SDR-35 Sewer	L.F.	0	$ 28.00	$ -
	14" PVC SDR-35 Sewer	L.F.	300	$ 30.00	$ 9,000.00
	8" Cleanouts	EA.	30	$ 300.00	$ 9,000.00
	6" Service	EA.	30	$ 250.00	$ 7,500.00
	Bore and Case	L.F.	480	$ 200.00	$ 96,000.00
	4' Dia. Manhole (6'-10')	EA.	18	$ 1,500.00	$ 27,000.00
	Extra Depth for MH	V.F.	178	$ 125.00	$ 22,250.00
	Connect to exist. MH	EA.	10	$ 1,000.00	$ 10,000.00
	Trench Safety Design	L.S.	1	$ 5,000.00	$ 5,000.00
	Trench Safety Install	L.F.	3925	$ 3.00	$ 11,775.00
	Subtotal Sewer:				**$ 281,815.00**
Add'nl Work	Emergency Power Backup	L.S.	1	$ 20,000.00	$ 20,000.00
	Bore at Birdie and 265	L.F.	100	$ 225.00	$ 22,500.00
	8" DI Water Line - Polywrapped	L.F.	100	$ 35.00	$ 3,500.00
	12" X 8" Tapping sleeve and valve	EA.	1	$ 2,500.00	$ 2,500.00
	Connect to Ex. 8"	EA.	1	$ 1,000.00	$ 1,000.00
	Bore at Janice & Garland	L.F.	100	$ 225.00	$ 22,500.00
	8" DI Water Line - Polywrapped	L.F.	100	$ 35.00	$ 3,500.00
	8" x 6" Tapping sleeve and valve	EA.	1	$ 2,000.00	$ 2,000.00
	Connect to Existing Waterline	EA.	1	$ 1,000.00	$ 1,000.00
	Subtotal Addn'l Work:				**$ 78,500.00**
Paving	R & R concrete pavement	S.Y.	1545	$ 45.00	$ 69,525.00
	Asphalt overlay	S.Y.	1545	$ 10.50	$ 16,222.50
	Sidewalk Repair	S.F.	900	$ 3.50	$ 3,150.00
	Subtotal Paving:				**$ 88,897.50**
	Project Subtotal:				**$ 2,021,476.94**
	Contingencies:		10%		**$ 202,147.69**
	Project Total:				**$ 2,223,624.63**

NOTE: Additional Work not included on City/State Summary Breakdown Sheet

CITY OF FAYETTEVILLE

PRELIMINARY CONSTRUCTION COST ESTIMATE - STATE REIMBURSABLE

HWY 265 WATER AND SEWER RELOCATIONS

	Description	Units	Quantity	Unit Cost	Total Cost
Water	24" DI Water Line - Polywrapped	L.F.	0	$ 75.00	$ -
	12" DI Water Line - Polywrapped	L.F.	7890	$ 32.00	$ 252,480.00
	8" DI Water Line - Polywrapped	L.F.	630	$ 24.00	$ 15,120.00
	6" DI Water Line - Polywrapped	L.F.	80	$ 20.00	$ 1,600.00
	Ductile Iron Fittings	Ton	10.3	$ 7,000.00	$ 71,835.56
	24" Butterfly valve	EA.	0	$ 8,500.00	$ -
	12" Gate Valve & Box		4	$ 2,250.00	$ 9,000.00
	8" Gate Valve & Box	EA.	4	$ 850.00	$ 3,400.00
	6" Gate Valve & Box		3	$ 650.00	$ 1,950.00
	8" x 8" Tapping Sleeve and Valve	EA.		$ 2,000.00	$ -
	Bore and Case - 12"	L.F.	280	$ 350.00	$ 98,000.00
	Bore and Case - 8"	L.F.	120	$ 150.00	$ 18,000.00
	6" Air Release	EA.	4	$ 3,000.00	$ 12,000.00
	6" Blow Off Valve	EA.	4	$ 3,000.00	$ 12,000.00
	Fire Hydrant Complete w/ lead and valve	EA.	3	$ 2,000.00	$ 6,000.00
	Concrete Blocking	C.Y.		$ 120.00	$ -
	Trench Embedment	C.Y.	1316	$ 22.00	$ 28,955.26
	Trench Select Backfill	C.Y.	1953	$ 20.00	$ 39,063.70
	Trench Safety and Support	L.F.	8600	$ 3.00	$ 25,800.00
	3/4" Water Services	EA.	18	$ 350.00	$ 6,300.00
	Connect to Existing Waterline	EA.	4	$ 1,000.00	$ 4,000.00
	Water Meter Replace/Relocate	EA.	18	$ 500.00	$ 9,000.00
	Rock Excavation	C.Y.	2772	$ 35.00	$ 97,020.00
	Subtotal Water:				**$ 711,524.52**
San. Sewer	6" PVC SDR-35 Sewer	L.F.		$ 25.00	$ -
	8" PVC SDR-35 Sewer	L.F.	3320	$ 23.00	$ 76,360.00
	10" PVC SDR-35 Sewer	L.F.	305	$ 26.00	$ 7,930.00
	12" PVC SDR-35 Sewer	L.F.		$ 28.00	$ -
	14" PVC SDR-35 Sewer	L.F.	300	$ 30.00	$ 9,000.00
	8" Cleanouts	EA.	30	$ 300.00	$ 9,000.00
	6" Service	EA.	30	$ 250.00	$ 7,500.00
	Bore and Case	L.F.	200	$ 200.00	$ 40,000.00
	4' Dia. Manhole (6'-10')	EA.	15	$ 1,500.00	$ 22,500.00
	Extra Depth for MH	V.F.	148	$ 125.00	$ 18,500.00
	Connect to exist. MH	EA.	1	$ 1,000.00	$ 1,000.00
	Trench Safety Design	L.S.	1	$ 5,000.00	$ 5,000.00
	Trench Safety Install	L.F.	3925	$ 3.00	$ 11,775.00
	Subtotal Sewer:				**$ 208,565.00**
Paving	R & R concrete pavement	S.Y.	1381	$ 45.00	$ 62,145.00
	Asphalt overlay	S.Y.	1381	$ 10.50	$ 14,500.50
	R & R Sidewalk	S.F.	805	$ 3.50	$ 2,817.50
	Subtotal Paving:				**$ 79,463.00**
	STATE Subtotal:				**$ 999,552.52**
	Contingencies:		10%		**$ 99,955.25**
	STATE Total:				**$ 1,099,507.77**

Arkansas State Highway & Transportation Department
Fiscal Services Division
P.O. Box 2261
Little Rock, AR 72203

INVOICE

April 17, 2007

BILLED TO:

City of Fayetteville
Engineering Division
113 West Mountain
Fayetteville, AR 72701

Attn: Mr. Sid Norbash, Staff Engineer

FOR:
Reimbursement for overpayment of costs associated with water & sewer facilities adjustment on Job # 004999, Arkansas STP-9142 (6), Hwy. 16 – Hwy. 45, Washington County.

Amount Billed	**$1,972,812.03**
Less: *Revised* Audit Exceptions	***(254,467.83)***
Total	**$1,718,344.20**
Less Prior Payments	***1,972,812.03***
Amount Due AHTD	**$254,467.83**

Make your check payable to the Arkansas State Highway and Transportation Department, attach a copy of this invoice, and mail to the above address.

Our cashier will transmit a receipt to you.

Mike Boyd
for Larry Dickerson
Chief Fiscal Officer

CHECK REQUEST

Date: 5/10/2007

Vendor Number: 11196

Payable to: Arkansas Hwy. and Transportation Department
PO Box 2261
Little Rock, AR 72203-2261

Manual Check ☐

Mail Yes ☐ No ☒

Return Check to: La Dawnya Cossey

Send Copy to:

For: Hwy. 265 W&S Relocations

Separate Check Code A

Bank Number

Payable From: Fund Name Water & Sewer

Amount of Check # $ 254467.83

Charged as follows:

Account Name	Amount	Fund	Dept	Sub Dept	Base	Detail	Project	Sub Project
Cap. Water Mains	254,467.83	5400	5600		5808	,00	97043	20
TOTAL	$254,467.83							

Additional Approval:

☐ Does Not Meet Purchasing Policy

☐ Contract Payment

☐ Other

Approved:

Prepared by: La Dawnya Cossey

Approved by:

Entered:

Accounting Use - Receipting

G/L Account Number

Key Code

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

David Jurgens	Wastewater System Imprv Project	Water/Wastewater
Submitted By	Division	Department

Action Required:

Approval of a construction contract with Dean Crowder Construction in the amount of $3,737,966.15, for the construction of Broyles Road, WSIP Subproject WP-1b, Bid Number 07-34, and approve a 10% contingency of $374,000.00.

$4,111,966.15	$ 99,013,095	Wastewater System Imp Project
Cost of this request	Category / Project Budget	Program Category / Project Name
4480.9480.5315.00	$ 68,957,406	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
02133.0324	$ 30,055,689	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Department Director	10 May 07 Date	Previous Ordinance or Resolution #
City Attorney	5/18/2007 Date	Original Contract Date:
Finance and Internal Service Director	5-18-07 Date	Original Contract Number:
Mayor	5/18/07 Date	

Received in City Clerk's Office ENTERED 5/11/07

Received in Mayor's Office ENTERED 5/18/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director

Date: May 10, 2007

Subject: Approval of a construction contract with Dean Crowder Construction in the amount of $3,737,966.15, for the construction of Broyles Road, WSIP Subproject WP-1b, Bid Number 07-34, and approve a 10% contingency of $374,000.00

RECOMMENDATION

City Administration recommend approval of a construction contract with Dean Crowder Construction in the amount of $3,737,966.15, for the construction of Broyles Road, WSIP Subproject WP-1b, Bid Number 07-34, and approve a 10% contingency of $374,000.00

BACKGROUND

The Contract provides for the construction of Broyles Road on the north beginning at Persimmon Street and south along the existing line of Broyles Road approximately 3,350 feet, continuing south on a new alignment another 2,550 feet, to the intersection of Broyles Road and Woolsey Farm Road. The project includes construction of three box culverts and approximately 4,700 feet of storm sewer.

The City received six bids on May 3, 2007 for this project, as follows:

Dean Crowder Construction	$ 3,737,966.15 (low bid)
Sweetser Construction, Inc	$ 3,781,213.00
Fochtman Enterprises	$ 3,789,977.80
APAC Arkansas, Inc	$ 3,845,949.25
Mobley Construction	$ 4,019,511.68
Township Builders, Inc	$ 4,107,855.00
Engineer's Estimate	$ 4,415,625.78

DISCUSSION

The bid has been reviewed by the Engineer, McGoodwin Williams & Yates, their letter recommending award and the bid tab are attached. This bid is well below the anticipated cost of $4,842,968, which was based on the bids received in 2005.

BUDGET IMPACT

Funds are available in the WSIP project budget.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #07-34 AND APPROVING A CONTRACT WITH DEAN CROWDER CONSTRUCTION, INC. IN THE AMOUNT OF $3,737,966.15 FOR THE CONSTRUCTION OF BROYLES ROAD, WSIP SUBPROJECT WP-1b; AND APPROVING A 10% PROJECT CONTINGENCY IN THE AMOUNT OF $374,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-34 and approves a Contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a 10% Project Contingency in the amount of $374,000.00.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

McGoodwin Williams & Yates
Engineering Confidence

ACEC
National EEA Award Winner

May 4, 2007

Mayor Dan Coody
Members of the City Council
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Recommendation of Award
Westside Wastewater Facilities: Broyles Road Improvements
Contract No. WP-1b
Fayetteville Project No. 02133-0324
MWY Project No. Fy-315

Dear Mayor Coody and City Council:

Bids were received May 3, 2007, for the above referenced project. The low bid was submitted by Dean Crowder Construction of Bentonville, Arkansas in the amount of $3,737,966.15. The bid totals are shown below:

	Total Bid Amount
Dean Crowder Construction, Inc.	$3,737,966.15
Sweetser Construction, Inc.	$3,781,213.00
Fochtman Enterprises, Inc.	$3,789,977.80
APAC-Arkansas, Inc./McClinton-Anchor Div.	$3,845,949.25
Mobley Contractors, Inc.	$4,019,511.68
Township Builders, Inc.	$4,107,855.00

A copy of the certified bid tabulation is included for your reference, along with a copy of the list of persons attending the bid opening. Our construction cost estimate on this project prior to receipt of bids was $4,415,000.

We have reviewed the Statement of Bidders Qualifications submitted by Dean Crowder Construction, Inc., and based upon the information provided, believe them to be qualified for this project. Dean Crowder Construction has been in business for 37 years, performing the type of work proposed. Some of their relevant projects they listed are: 1) Huntsville Avenue, Phase II in Springdale, AR, to be completed June 2007; 2) Metro Park South in Rogers, AR, completed in November 2006; 3) Harris/BIDC Industrial Park in Bentonville, AR completed in June 2005; 4) Springwoods Subdivision in Fayetteville, completed in July 2006; and 5) Bright Road Improvements in Bentonville, AR, completed in August 2005.

909 Rolling Hills Drive • Fayetteville, AR 72703 P 479-443-3404 F 479-443-4340 • WWW.MWYUSA.COM

While we have no way of verifying the present financial condition of Dean Crowder Construction, Inc., the contract documents require the furnishing of 100 percent performance and payment bonds prior to authorization of the notice to proceed of construction. Therefore, we recommend that the City Council award this contract to Dean Crowder Construction, Inc. in the amount bid of $3,737,966.15. We trust the Council will concur in this recommendation.

The contract documents require substantial completion of the project within 300 days and full completion and ready for final payment within 360 calendar days from the date of the issuance of the notice to proceed.

If you have any questions or need any additional information, please let us know.

Cordially yours,

James C. Ulmer, P. E.
Chief Operating Officer

JCU:sc
Enclosures
cc: Mr. David Jurgens, P. E.
Ms. Andrea Foren

McGoodwin Williams & Yates
Engineering Confidence

909 Rolling Hills Drive - Fayetteville, Arkansas - 72703
Phone: (479) 443-3404 - Fax: (479) 443-4340

TABULATION OF BIDS RECEIVED MAY 3, 2007
PROJECT MANUAL
FOR
FAYETTEVILLE PROJECT NO. 02133-0324
CONTRACT NO. WP-1b
WESTSIDE WASTEWATER FACILITIES
BROYLES ROAD IMPROVEMENTS
FAYETTEVILLE WASTEWATER SYSTEM
IMPROVEMENTS PROJECT
MWY Project No. Fy-315
APRIL 2007

Company:			Dean Crowder Construction, Inc.		Sweetser Construction, Inc.	
Arkansas License No.:			0031610307		0027470407	
Address:			804 S.E. 21st St.		590 W. Poplar	
City-State:			Bentonville, AR 72712		Fayetteville, AR 72703	
Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	L.S., Mobilization	105,000.00	105,000.00	120,000.00	120,000.00
2.	1	L.S., Maintenance of Traffic	75,000.00	75,000.00	15,000.00	15,000.00
3.	1	L.S., Site Clearing	81,625.00	81,625.00	109,100.00	109,100.00
4.	30,010	C.Y., Earth Excavation	7.00	210,070.00	7.00	210,070.00
5.	19,965	C.Y., Compacted Embankment	8.50	169,702.50	10.50	209,632.50
6.	2,200	C.Y., Rock Excavation	275.00	605,000.00	175.00	385,000.00
7.	7,075	C.Y., Undercutting, Furnishing & Compacting Hillside Material	15.50	109,662.50	14.00	99,050.00
8.	14,925	C.Y., 24" Select Fill Material Under Roadway	9.50	141,787.50	10.50	156,712.50
9.	21,425	S.Y., Subgrade Preparation	2.50	53,562.50	2.00	42,850.00
10.	10,030	Tons, Class 7 Aggregate Base Course	17.20	172,516.00	17.00	170,510.00
11.	2,880	Tons, ACHM Binder Course	68.27	196,617.60	68.00	195,840.00
12.	4,035	Tons, ACHM Surface Course	75.35	304,037.25	77.00	310,695.00
13.	138	S.Y., 4" Compacted Aggregate Base Course (Cl. 7) for Driveways	5.00	690.00	3.60	496.80
14.	350	S.Y., 6" Compacted Aggregate Base Course (Cl. 7) for Driveways	5.35	1,872.50	5.40	1,890.00
15.	11,535	L.F., 6" High Concrete Combination Curb and Gutter	10.50	121,117.50	10.50	121,117.50
16.	2,200	S.Y., 4" Nonreinforced Portland Cement Concrete Sidewalk	38.50	84,700.00	36.00	79,200.00
17.	36	S.Y., 8" Reinforced Portland Cement Concrete Sidewalk	51.00	1,836.00	65.00	2,340.00
18.	9.5	Acres, Seeding and Mulching	2,100.00	19,950.00	2,700.00	25,650.00
19.	45,980	S.Y., Topsoil - 4" Depth	1.45	66,671.00	1.50	68,970.00
20.	138	S.Y., 4" Nonreinforced Portland Cement Concrete Driveway Approach	39.50	5,451.00	36.00	4,968.00
21.	350	S.Y., 8" Reinforced Portland Cement Concrete Driveway Approach	52.00	18,200.00	65.00	22,750.00
22.	1	L.S., 70 L.F. - 5 Barrel 12' x 4' Reinforced Concrete Box Culvert w/Wingwalls	165,910.00	165,910.00	279,200.00	279,200.00
23.	1	L.S., 70 L.F. - 3 Barrel 8' x 3' Reinforced Concrete Box Culvert w/Wingwalls	108,656.00*	108,656.00	115,000.00	115,000.00
24.	1	L.S., 70 L.F. - 6 Barrel 12 'x 4' Reinforced Concrete Box Culvert w/Wingwalls	200,220.00	200,220.00	347,000.00	347,000.00
25.	480	L.F., 54" Bicycle Guard Rail	54.00	25,920.00	150.00	72,000.00
26.	75	L.F., 15" Reinforced Concrete Pipe	28.00	2,100.00	37.00	2,775.00
27.	1,953	L.F., 18" Reinforced Concrete Pipe	34.00	66,402.00	38.00	74,214.00
28.	1,620	L.F., 24" Reinforced Concrete Pipe	46.00	74,520.00	57.00	92,340.00
29.	1,600	L.F., 30" Reinforced Concrete Pipe	58.00	92,800.00	81.00	129,600.00
30.	2	Ea., 15" Reinforced Concrete Pipe FES with Curtain Wall	1,500.00	3,000.00	900.00	1,800.00
31.	6	Ea., 18" Reinforced Concrete Pipe FES with Curtain Wall	1,750.00	10,500.00	1,000.00	6,000.00
32.	1	Ea., 24" Reinforced Concrete Pipe FES with Curtain Wall	2,150.00	2,150.00	1,275.00	1,275.00
33.	14	Ea., Type C, 4' x 4' Drop Inlet - 0-6'	2,850.00	39,900.00	2,000.00	28,000.00

Company:	Dean Crowder Construction, Inc.	Sweetser Construction, Inc.
Arkansas License No.:	0031610307	0027470407
Address:	804 S.E. 21st St.	590 W. Poplar
City-State:	Bentonville, AR 72712	Fayetteville, AR 72703

Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
34.	1	Ea., Type C, 4' x 5' Drop Inlet - 0-6'	3,100.00	3,100.00	2,200.00	2,200.00
35.	8	Ea., Type C, 5' x 5' Drop Inlet - 0-6'	3,200.00	25,600.00	2,400.00	19,200.00
36.	6	Ea., Type C, 5' x 5' Drop Inlet - 6-8'	3,700.00	22,200.00	2,800.00	16,800.00
37.	1	Ea., Type C, 5' x 6' Drop Inler - 0-6'	3,800.00	3,800.00	3,000.00	3,000.00
38.	22	Ea., 4' Extension for Drop Inlet	700.00	15,400.00	700.00	15,400.00
39.	3	Ea., 8' Extension for Drop Inlet	1,400.00	4,200.00	1,400.00	4,200.00
40.	3	Ea., 4' x 4' Junction Box - 0-6'	3,200.00	9,600.00	2,000.00	6,000.00
41.	2	Ea., 5' x 5' Junction Box - 0-6'	3,500.00	7,000.00	2,200.00	4,400.00
42.	1	Ea., Relocated Mailboxes	350.00	350.00	150.00	150.00
43.	1	Ea., Adjust Sanitary Sewer Manhole	1,200.00	1,200.00	750.00	750.00
44.	70	L.F., 6-4" Quad Conduits	34.00	2,380.00	38.00	2,660.00
45.	6,010	L.F., Double 4" Yellow Paint Pavement Marking	0.70	4,207.00	0.65	3,906.50
46.	47	L.F., 12" White Paint Pavement Marking	6.90	324.30	6.60	310.20
47.	440	L.F., 24" White Paint Pavement Marking	9.20	4,048.00	8.75	3,850.00
48.	5	Ea., Stop Sign	175.00	875.00	165.00	825.00
49.	2	Ea., Crosswalk Sign	175.00	350.00	165.00	330.00
50.	12	Ea., Speed Limit Sign	145.00	1,740.00	137.50	1,650.00
51.	1.0	Ea., 26' Chain Link Gate	2,875.00	2,875.00	2,750.00	2,750.00
52.	2	Ea., Plug Abandoned Well	1,265.00	2,530.00	1,500.00	3,000.00
53.	110	L.F., Reinforced Concrete Cap for Existing 20" Gas Main	299.50	32,945.00	165.00	18,150.00
54.	85	L.F., 20" Steel Casing with Spacers	238.00	20,230.00	95.00	8,075.00
55.	1	L.S., Trench and Excavation Safety System	10,000.00	10,000.00	2,500.00	2,500.00
56.	1	L.S., Roadway Construction Control	50,000.00	50,000.00	27,000.00	27,000.00
57.	1	L.S., Water Meter Relocation and Service Line	850.00	850.00	2,500.00	2,500.00
58.	1	L.S., Natural Gas Service Line Replacement	2,500.00	2,500.00	4,000.00	4,000.00
59.	1	L.S., Erosion Control	170,265.00	170,265.00	122,060.00	122,060.00
60.	3	Ea., ADA Handicap Ramps	750.00	2,250.00	1,500.00	4,500.00
		TOTAL BID		3,737,966.15 *		3,781,213.00

* Error corrected by Engineer

McGoodwin Williams & Yates
Engineering Confidence
909 Rolling Hills Drive - Fayetteville, Arkansas - 72703
Phone: (479) 443-3404 - Fax: (479) 443-4340

TABULATION OF BIDS RECEIVED MAY 3, 2007
PROJECT MANUAL
FOR
FAYETTEVILLE PROJECT NO. 02133-0324
CONTRACT NO. WP-1b
WESTSIDE WASTEWATER FACILITIES
BROYLES ROAD IMPROVEMENTS
FAYETTEVILLE WASTEWATER SYSTEM
IMPROVEMENTS PROJECT
MWY Project No. Fy-315
APRIL 2007

Company:			Fochtman Enterprises, Inc.		APAC-Arkansas, Inc.	
Arkansas License No.:			0038990707		0011841207	
Address:			P. O. Box 1168		240 North Block Ave.	
City-State:			Fayetteville, AR 72702		Fayetteville, AR 72701	
Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	L.S., Mobilization	180,000.00	180,000.00	190,000.00	190,000.00
2.	1	L.S., Maintenance of Traffic	11,000.00	11,000.00	55,000.00	55,000.00
3.	1	L.S., Site Clearing	44,000.00	44,000.00	50,000.00	50,000.00
4.	30,010	C.Y., Earth Excavation	6.40	192,064.00	5.30	159,053.00
5.	19,965	C.Y., Compacted Embankment	9.60	191,664.00	9.80	195,657.00
6.	2,200	C.Y., Rock Excavation	240.00	528,000.00	49.00	107,800.00
7.	7,075	C.Y., Undercutting, Furnishing & Compacting Hillside Material	16.20	114,615.00	19.30	136,547.50
8.	14,925	C.Y., 24" Select Fill Material Under Roadway	10.60	158,205.00	10.50	156,712.50
9.	21,425	S.Y., Subgrade Preparation	1.00	21,425.00	1.10	23,567.50
10.	10,030	Tons, Class 7 Aggregate Base Course	15.00	150,450.00	18.00	180,540.00
11.	2,880	Tons, ACHM Binder Course	61.80	177,984.00	79.35	228,528.00
12.	4,035	Tons, ACHM Surface Course	67.00	270,345.00	91.10	367,588.50
13.	138	S.Y., 4" Compacted Aggregate Base Course (Cl. 7) for Driveways	5.00	690.00	14.85	2,049.30
14.	350	S.Y., 6" Compacted Aggregate Base Course (Cl. 7) for Driveways	7.00	2,450.00	20.00	7,000.00
15.	11,535	L.F., 6" High Concrete Combination Curb and Gutter	8.80	101,508.00	12.50	144,187.50
16.	2,200	S.Y., 4" Nonreinforced Portland Cement Concrete Sidewalk	32.00	70,400.00	38.30	84,260.00
17.	36	S.Y., 8" Reinforced Portland Cement Concrete Sidewalk	120.00	4,320.00	145.00	5,220.00
18.	9.5	Acres, Seeding and Mulching	2,020.00	19,190.00	2,000.00	19,000.00
19.	45,980	S.Y., Topsoil - 4" Depth	4.60	211,508.00	1.55	71,269.00
20.	138	S.Y., 4" Nonreinforced Portland Cement Concrete Driveway Approach	32.00	4,416.00	67.90	9,370.20
21.	350	S.Y., 8" Reinforced Portland Cement Concrete Driveway Approach	70.00	24,500.00	73.85	25,847.50
22.	1	L.S., 70 L.F. - 5 Barrel 12' x 4' Reinforced Concrete Box Culvert w/Wingwalls	294,000.00	294,000.00	233,120.00	233,120.00
23.	1	L.S., 70 L.F. - 3 Barrel 8' x 3' Reinforced Concrete Box Culvert w/Wingwalls	127,000.00	127,000.00	122,115.00	122,115.00
24.	1	L.S., 70 L.F. - 6 Barrel 12' x 4' Reinforced Concrete Box Culvert w/Wingwalls	353,000.00	353,000.00	273,430.00	273,430.00
25.	480	L.F., 54" Bicycle Guard Rail	36.00	17,280.00	216.00	103,680.00
26.	75	L.F., 15" Reinforced Concrete Pipe	26.00	1,950.00	43.70	3,277.50
27.	1,953	L.F., 18" Reinforced Concrete Pipe	28.00	54,684.00	46.90	91,595.70
28.	1,620	L.F., 24" Reinforced Concrete Pipe	42.00	68,040.00	58.00	93,960.00
29.	1,600	L.F., 30" Reinforced Concrete Pipe	66.00	105,600.00	78.00	124,800.00
30.	2	Ea., 15" Reinforced Concrete Pipe FES with Curtain Wall	1,600.00	3,200.00	1,850.00	3,700.00
31.	6	Ea., 18" Reinforced Concrete Pipe FES with Curtain Wall	1,800.00	10,800.00	1,965.00	11,790.00
32.	1	Ea., 24" Reinforced Concrete Pipe FES with Curtain Wall	2,600.00	2,600.00	2,175.00	2,175.00
33.	14	Ea., Type C, 4' x 4' Drop Inlet - 0-6'	2,800.00	39,200.00	5,330.00	74,620.00

6000

Company:	Fochtman Enterprises, Inc.	APAC-Arkansas, Inc.
Arkansas License No.:	0038990707	0011841207
Address:	P. O. Box 1168	240 North Block Ave.
City-State:	Fayetteville, AR 72702	Fayetteville, AR 72701

Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
34.	1	Ea., Type C, 4' x 5' Drop Inlet - 0-6'	3,400.00	3,400.00	5,850.00	5,850.00
35.	8	Ea., Type C, 5' x 5' Drop Inlet - 0-6'	3,600.00	28,800.00	6,000.00	48,000.00
36.	6	Ea., Type C, 5' x 5' Drop Inlet - 6-8'	4,100.00	24,600.00	6,300.00	37,800.00
37.	1	Ea., Type C, 5' x 6' Drop Inler - 0-6'	4,400.00	4,400.00	5,900.00	5,900.00
38.	22	Ea., 4' Extension for Drop Inlet	700.00	15,400.00	850.00	18,700.00
39.	3	Ea., 8' Extension for Drop Inlet	1,400.00	4,200.00	1,600.00	4,800.00
40.	3	Ea., 4' x 4' Junction Box - 0-6'	3,300.00	9,900.00	5,380.00	16,140.00
41.	2	Ea., 5' x 5' Junction Box - 0-6'	3,700.00	7,400.00	6,000.00	12,000.00
42.	1	Ea., Relocated Mailboxes	400.00	400.00	725.00	725.00
43.	1	Ea., Adjust Sanitary Sewer Manhole	1,100.00	1,100.00	1,160.00	1,160.00
44.	70	L.F., 6-4" Quad Conduits	23.00	1,610.00	100.00	7,000.00
45.	6,010	L.F., Double 4" Yellow Paint Pavement Marking	0.64	3,846.40	0.65	3,906.50
46.	47	L.F., 12" White Paint Pavement Marking	6.20	291.40	6.15	289.05
47.	440	L.F., 24" White Paint Pavement Marking	8.30	3,652.00	8.20	3,608.00
48.	5	Ea., Stop Sign	170.00	850.00	155.00	775.00
49.	2	Ea., Crosswalk Sign	170.00	340.00	155.00	310.00
50.	12	Ea., Speed Limit Sign	140.00	1,680.00	130.00	1,560.00
51.	1.0	Ea., 26' Chain Link Gate	2,570.00	2,570.00	4,000.00	4,000.00
52.	2	Ea., Plug Abandoned Well	3,300.00	6,600.00	1,520.00	3,040.00
53.	110	L.F., Reinforced Concrete Cap for Existing 20" Gas Main	180.00	19,800.00	360.00	39,600.00
54.	85	L.F., 20" Steel Casing with Spacers	190.00	16,150.00	386.00	32,810.00
55.	1	L.S., Trench and Excavation Safety System	19,000.00	19,000.00	28,000.00	28,000.00
56.	1	L.S., Roadway Construction Control	28,000.00	28,000.00	36,000.00	36,000.00
57.	1	L.S., Water Meter Relocation and Service Line	2,700.00	2,700.00	1,945.00	1,945.00
58.	1	L.S., Natural Gas Service Line Replacement	1,500.00	1,500.00	3,325.00	3,325.00
59.	1	L.S., Erosion Control	23,000.00	23,000.00	164,750.00	164,750.00
60.	3	Ea., ADA Handicap Ramps	900.00	2,700.00	2,165.00	6,495.00
		TOTAL BID		3,789,977.80		3,845,949.25

McGoodwin Williams & Yates
Engineering Confidence
909 Rolling Hills Drive - Fayetteville, Arkansas - 72703
Phone: (479) 443-3404 - Fax: (479) 443-4340

TABULATION OF BIDS RECEIVED MAY 3, 2007
PROJECT MANUAL
FOR
FAYETTEVILLE PROJECT NO. 02133-0324
CONTRACT NO. WP-1b
WESTSIDE WASTEWATER FACILITIES
BROYLES ROAD IMPROVEMENTS
FAYETTEVILLE WASTEWATER SYSTEM
IMPROVEMENTS PROJECT
MWY Project No. Fy-315
APRIL 2007

Company:			Mobley Contractors, Inc.		Township Builders, Inc.	
Arkansas License No.:			0003660907		0039640607	
Address:			705 Hatcher		P. O. Box 7252	
City-State:			Springdale, AR 72764		Little Rock, AR 72217-7252	
Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
1.	1	L.S., Mobilization	145,370.63	145,370.63	169,368.00	169,368.00
2.	1	L.S., Maintenance of Traffic	10,724.02	10,724.02	19,000.00	19,000.00
3.	1	L.S., Site Clearing	148,892.25	148,892.25	55,000.00	55,000.00
4.	30,010	C.Y., Earth Excavation	10.95	328,609.50	9.00	270,090.00
5.	19,965	C.Y., Compacted Embankment	17.60	351,384.00	15.00	299,475.00
6.	2,200	C.Y., Rock Excavation	3.40	7,480.00	27.00	59,400.00
7.	7,075	C.Y., Undercutting, Furnishing & Compacting Hillside Material	31.25	221,093.75	22.00	155,650.00
8.	14,925	C.Y., 24" Select Fill Material Under Roadway	18.18	271,336.50	16.00	238,800.00
9.	21,425	S.Y., Subgrade Preparation	1.74	37,279.50	2.00	42,850.00
10.	10,030	Tons, Class 7 Aggregate Base Course	18.31	183,649.30	20.00	200,600.00
11.	2,880	Tons, ACHM Binder Course	65.68	189,158.40	75.00	216,000.00
12.	4,035	Tons, ACHM Surface Course	71.10	286,888.50	81.00	326,835.00
13.	138	S.Y., 4" Compacted Aggregate Base Course (Cl. 7) for Driveways	38.15	5,264.70	5.00	690.00
14.	350	S.Y., 6" Compacted Aggregate Base Course (Cl. 7) for Driveways	34.06	11,921.00	7.00	2,450.00
15.	11,535	L.F., 6" High Concrete Combination Curb and Gutter	9.90	114,196.50	23.00	265,305.00
16.	2,200	S.Y., 4" Nonreinforced Portland Cement Concrete Sidewalk	45.99	101,178.00	44.00	96,800.00
17.	36	S.Y., 8" Reinforced Portland Cement Concrete Sidewalk	89.96	3,238.56	71.00	2,556.00
18.	9.5	Acres, Seeding and Mulching	2,145.00	20,377.50	2,400.00	22,800.00
19.	45,980	S.Y., Topsoil - 4" Depth	2.01	92,419.80	2.00	91,960.00
20.	138	S.Y., 4" Nonreinforced Portland Cement Concrete Driveway Approach	41.95	5,789.10	46.00	6,348.00
21.	350	S.Y., 8" Reinforced Portland Cement Concrete Driveway Approach	68.54	23,989.00	70.00	24,500.00
22.	1	L.S., 70 L.F. - 5 Barrel 12' x 4' Reinforced Concrete Box Culvert w/Wingwalls	229,570.41	229,570.41	282,000.00	282,000.00
23.	1	L.S., 70 L.F. - 3 Barrel 8' x 3' Reinforced Concrete Box Culvert w/Wingwalls	123,876.83	123,876.83	122,000.00	122,000.00
24.	1	L.S., 70 L.F. - 6 Barrel 12' x 4' Reinforced Concrete Box Culvert w/Wingwalls	276,210.69	276,210.69	321,000.00	321,000.00
25.	480	L.F., 54" Bicycle Guard Rail	194.74	93,475.20	150.00	72,000.00
26.	75	L.F., 15" Reinforced Concrete Pipe	79.19	5,939.25	50.00	3,750.00
27.	1,953	L.F., 18" Reinforced Concrete Pipe	49.63	96,927.39	53.00	103,509.00
28.	1,620	L.F., 24" Reinforced Concrete Pipe	62.21	100,780.20	67.00	108,540.00
29.	1,600	L.F., 30" Reinforced Concrete Pipe	84.96	135,936.00	90.00	144,000.00
30.	2	Ea., 15" Reinforced Concrete Pipe FES with Curtain Wall	1,010.74	2,021.48	800.00	1,600.00
31.	6	Ea., 18" Reinforced Concrete Pipe FES with Curtain Wall	1,064.97	6,389.82	900.00	5,400.00
32.	1	Ea., 24" Reinforced Concrete Pipe FES with Curtain Wall	1,585.58	1,585.58	1,300.00	1,300.00
33.	14	Ea., Type C, 4' x 4' Drop Inlet - 0-6'	4,577.02	64,078.28	2,800.00	39,200.00

Company:			Mobley Contractors, Inc.		Township Builders, Inc.	
Arkansas License No.:			0003660907		0039640607	
Address:			705 Hatcher		P. O. Box 7252	
City-State:			Springdale, AR 72764		Little Rock, AR 72217-7252	
Item No.	Estimated Quantity	Description	Unit Price	Total Amount	Unit Price	Total Amount
34.	1	Ea., Type C, 4' x 5' Drop Inlet - 0-6'	5,528.20	5,528.20	2,900.00	2,900.00
35.	8	Ea., Type C, 5' x 5' Drop Inlet - 0-6'	4,300.67	34,405.36	3,400.00	27,200.00
36.	6	Ea., Type C, 5' x 5' Drop Inlet - 6-8'	5,230.12	31,380.72	3,600.00	21,600.00
37.	1	Ea., Type C, 5' x 6' Drop Inler - 0-6'	4,942.01	4,942.01	3,400.00	3,400.00
38.	22	Ea., 4' Extension for Drop Inlet	661.01	14,542.22	400.00	8,800.00
39.	3	Ea., 8' Extension for Drop Inlet	1,142.55	3,427.65	700.00	2,100.00
40.	3	Ea., 4' x 4' Junction Box - 0-6'	4,066.96	12,200.88	2,800.00	8,400.00
41.	2	Ea., 5' x 5' Junction Box - 0-6'	4,437.40	8,874.80	3,400.00	6,800.00
42.	1	Ea., Relocated Mailboxes	502.45	502.45	150.00	150.00
43.	1	Ea., Adjust Sanitary Sewer Manhole	2,087.03	2,087.03	800.00	800.00
44.	70	L.F., 6-4" Quad Conduits	38.21	2,674.70	40.00	2,800.00
45.	6,010	L.F., Double 4" Yellow Paint Pavement Marking	0.66	3,966.60	1.00	6,010.00
46.	47	L.F., 12" White Paint Pavement Marking	6.60	310.20	3.00	141.00
47.	440	L.F., 24" White Paint Pavement Marking	8.80	3,872.00	6.00	2,640.00
48.	5	Ea., Stop Sign	165.00	825.00	200.00	1,000.00
49.	2	Ea., Crosswalk Sign	165.00	330.00	200.00	400.00
50.	12	Ea., Speed Limit Sign	137.50	1,650.00	200.00	2,400.00
51.	1.0	Ea., 26' Chain Link Gate	2,739.00	2,739.00	700.00	700.00
52.	2	Ea., Plug Abandoned Well	479.50	959.00	250.00	500.00
53.	110	L.F., Reinforced Concrete Cap for Existing 20" Gas Main	382.01	42,021.10	450.00	49,500.00
54.	85	L.F., 20" Steel Casing with Spacers	201.48	17,125.80	140.00	11,900.00
55.	1	L.S., Trench and Excavation Safety System	5,551.93	5,551.93	4,000.00	4,000.00
56.	1	L.S., Roadway Construction Control	62,886.00	62,886.00	50,000.00	50,000.00
57.	1	L.S., Water Meter Relocation and Service Line	1,530.17	1,530.17	1,200.00	1,200.00
58.	1	L.S., Natural Gas Service Line Replacement	3,425.00	3,425.00	1,700.00	1,700.00
59.	1	L.S., Erosion Control	52,280.91	52,280.91	115,238.00	115,238.00
60.	3	Ea., ADA Handicap Ramps	813.77	2,441.31	1,600.00	4,800.00
		TOTAL BID		**4,019,511.68**		**4,107,855.00**

McGoodwin, Williams and Yates, Inc.
Consulting Engineers
909 E. Rolling Hills Drive
Fayetteville, Arkansas 72703

Certified Correct: Rick Cowdrey
Rick Cowdrey, P.E. - Arkansas No. 4320

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date:
P.O Number:	Expected Delivery Date:

Vendor #:	Vendor Name: **Dean Crowder Construction**	Mail Yes:__ No:____	
Address: **804 SE 21st**	Fob Point:	Taxable Yes:✓ No:____	Quotes Attached Yes:_____ No:_____
City: **Bentonville**	State: **AR**	Zip Code: **72712**	Ship to code:
Division Head Approval:			
Requester: **WSIP**	Requester's Employee #: **2737**	Extension: **670**	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**Broyles Road Construction WSIP Wp-2b**	1			**$3,737,966.15**	**4480.9480.5315.00**	**2133.0324**		
2					**$0.00**				
3					**$0.00**				
4					**$0.00**				
5					**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Bid Number 07-34

Subtotal:	**$3,737,966.15**
Tax:	**$0.00**
Total:	**$3,737,966.15**

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Project Name: Wastewater System Improvement Project

Contract Name: Broyles Road Improvements

Contract No.: WP-1b

Date: 5-3-07

SUBMITTED TO:

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

SUBMITTED BY:

Company DEAN CROWDER CONSTRUCTION

Name TODD CROWDER

Address 804 SE 21ST BENTONVILLE AR 72712

Principal Office BENTONVILLE

Corporation, partnership, individual, joint venture, other CORPORATION

EXPERIENCE STATEMENT

1. Bidder has been engaged as a Contractor in this type of wetland mitigation construction for 2 years and has performed work of the nature and magnitude of this Contract for 10 years. Bidder has been in business under its present name for 37 years.

2. List and describe relevant project experience in highway, street, road, or similar construction. Include name of project, location, project owner, date of completion, and scope of project.

SEE ATTACHED LIST

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
1	4-18-07
2	4-30-07
3	5-1-07

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 –BID FORM (continued)

A. Unit Price Schedule:

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
1.	Mobilization	L.S.	$105,000.00	1	$105,000.00
2.	Maintenance of Traffic	L.S.	$75,000.00	1	$75,000.00
3.	Site Clearing	L.S.	$81,625.00	1	$81,625.00
4.	Earth Excavation	C.Y.	$7.00	30,010	$210,070.00
5.	Compacted Embankment	C.Y.	$8.50	19,965	$169,702.50
6.	Rock Excavation	C.Y.	$275.00	2,200	$605,000.00
7.	Undercutting, Furnishing & Compacting Hillside Material	C.Y.	$15.50	7,075	$109,662.50
8.	24" Select Fill Material Under Roadway	C.Y.	$9.50	14,925	$141,787.50
9.	Subgrade Preparation	S.Y.	$2.50	21,425	$53,562.50
10.	Class 7 Aggregate Base Course	Ton	$17.20	10,030	$172,516.00
11.	ACHM Binder Course	Ton	$68.27	2,880	$196617.60
12.	ACHM Surface Course	Ton	$75.35	4,035	$304,037.25
13.	4" Compacted Aggregate Base Course (Cl. 7) for Driveways	S.Y.	$5.00	138	$690.00
14.	6" Compacted Aggregate Base Course (Cl. 7) for Driveways	S.Y.	$5.35	350	$1,872.50
15.	6" High Concrete Combination Curb and Gutter	L.F.	$10.50	11,535	$121,117.50
16.	4" Nonreinforced Portland Cement Concrete Sidewalk	S.Y.	$38.50	2,200	$84,700.00
17.	8" Reinforced Portland Cement Concrete Sidewalk	S.Y.	$51.00	36	$1,836.00
18.	Seeding and Mulching	Ac.	$2100.00	9.5	$19950.00

DOCUMENT 00400 –BID FORM (continued)

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
19.	Topsoil – 4" Depth	S.Y.	$1.45	45,980	$66,671.00
20.	4" Nonreinforced Portland Cement Concrete Driveway Approach	S.Y.	$39.50	138	$5,451.00
21.	8" Reinforced Portland Cement Concrete Driveway Approach	S.Y.	$52.00	350	$18,200.00
22.	70 L.F. – 5 Barrel 12' x 4' Reinforced Concrete Box Culvert with Wingwalls	L.S.	$165,910.00	1	$165,910.00
23.	70 L.F. – 3 Barrel 8' x 3' Reinforced Concrete Box Culvert with Wingwalls	L.S.	$108,656.00	1	$108,655.00
24.	70 L.F. – 6 Barrel 12' x 4' Reinforced Concrete Box Culvert with Wingwalls	L.S.	$200,220.00	1	$200,220.00
25.	54" Bicycle Guard Rail	L.F.	$54.00	480	$25,920.00
26.	15" Reinforced Concrete Pipe	L.F.	$28.00	75	$2100.00
27.	18" Reinforced Concrete Pipe	L.F.	$34.00	1,953	$66,402.00
28.	24" Reinforced Concrete Pipe	L.F.	$46.00	1,620	$74,520.00
29.	30" Reinforced Concrete Pipe	L.F.	$58.00	1,600	$92,800.00
30.	15" Reinforced Concrete Pipe FES with Curtain Wall	Ea.	$1500.00	2	$3000.00
31.	18" Reinforced Concrete Pipe FES with Curtain Wall	Ea.	$1,750.00	6	$10,500.00
32.	24" Reinforced Concrete Pipe FES with Curtain Wall	Ea.	$2150.00	1	$2150.00
33.	Type C, 4'x 4' Drop Inlet – 0-6'	Ea.	$2850.00	14	$39,900.00
34.	Type C, 4'x 5' Drop Inlet – 0-6'	Ea.	$3100.00	1	$3100.00
35.	Type C, 5'x 5' Drop Inlet – 0-6'	Ea.	$3200.00	8	$25,600.00

DOCUMENT 00400 –BID FORM (continued)

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
36.	Type C, 5'x 5' Drop Inlet – 6-8'	Ea.	$3700.00	6	$22,200.00
37.	Type C, 5'x 6' Drop Inlet – 0-6'	Ea.	$3800.00	1	$3800.00
38.	4' Extension for Drop Inlet	Ea.	$700.00	22	$15,400.00
39.	8' Extension for Drop Inlet	Ea.	$1400.00	3	$4200.00
40.	4'x 4' Junction Box – 0-6'	Ea.	$3200.00	3	$9,600.00
41.	5'x 5' Junction Box – 0-6'	Ea.	$3500.00	2	$7,000.00
42.	Relocated Mailboxes	Ea.	$350.00	1	$350.00
43.	Adjust Sanitary Sewer Manhole	Ea.	$1200.00	1	$1,200.00
44.	6-4" Quad Conduits	L.F.	$34.00	70	$2,380.00
45.	Double 4" Yellow Paint Pavement Marking	L.F.	$.70	6,010	$4,207.00
46.	12" White Paint Pavement Marking	L.F.	$6.90	47	$324.30
47.	24" White Paint Pavement Marking	L.F.	$9.20	440	$4,048.00
48.	Stop Sign	Ea.	$175.00	5	$875.00
49.	Crosswalk Sign	Ea.	$175.00	2	$350.00
50.	Speed Limit Sign	Ea.	$145.00	12	$1740.00
51.	26' Chain Link Gate	Ea.	$2875.00	1	$2875.00
52.	Plug Abandoned Well	Ea.	$1265.00	2	$2530.00
53.	Reinforced Concrete Cap for Existing 20" Gas Main	L.F.	$299.50	110	$32,945.00
54.	20" Steel Casing with Spacers	L.F.	$238.00	85	$20,230.00
55.	Trench and Excavation Safety System	L.S.	$10,000.00	1	$10,000.00

DOCUMENT 00400 –BID FORM (continued)

No.	Item	Unit	Unit Price	Estimated Quantity	Total Price
56.	Roadway Construction Control	L.S.	$ 50,000.00	1	$ 50,000.00
57.	Water Meter Relocation and Service Line	L.S.	$ 850.00	1	$ 850.00
58.	Natural Gas Service Line Replacement	L.S.	$ 2,500.00	1	$ 2,500.00
59.	Erosion Control	L.S.	$ 170,265.00	1	$ 170,265.00
60.	ADA Handicap Ramps	Ea.	$ 750.00	3	$ 2,250.00

Total Price Three million, seven hundred thirty-seven thousand, nine hundred sixty-five dollars and fifteen cents Dollars ($ 3,737,965.15).

1. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security in the form of a certified or bank cashier's check or a Bid Bond and in the amount of _____ _____ Dollars ($_____).

B. Required Bidder's Qualification Statement with supporting data.

DOCUMENT 00400 –BID FORM (continued)

C. Manufacturer's data where called for in Specifications.

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

ARTICLE 7 - COMMUNICATIONS

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

TODD CROWDER
804 SE 21ST STREET
BENTONVILLE AR 72712
Phone No. 479-273-5304
FAX No. 479-273-0574

ARTICLE 8 - TERMINOLOGY

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

SUBMITTED on MAY 3, 2007.

Arkansas State Contractor License No. 0031610307.

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Partnership

Partnership Name: _____ (SEAL)

By: _____

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

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: DEAN CROWDER CONSTRUCTION (SEAL)

State of Incorporation: ARKANSAS

Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS

By: Todd Crowder

(Signature – attach evidence of authority to sign)

Name (type or printed): TODD CROWDER

Title: PRESIDENT - OWNER

(CORPORATE SEAL)

Attest: Lisa Crowder

(Signature of Corporate Secretary)

Business address: 804 SE 21ST STREET

BENTONVILLE, AR 72712

Phone No.: 479-273-5304 FAX No.: 479-273-0574

END OF DOCUMENT 00400

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for Contract No. WP-1b, Broyles Road Improvements.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name and Address	Contract Value (or Percentage)
STRIPING, SIGNAGE TRAFFIC CONTROL	TIME STRIPING, INC. P.O. BOX 1236 VAN BUREN, AR	> 1%
FENCING	MODERN FENCE & SUPPLY CO. 1864 FORD AVE. SPRINGDALE AR	> 1%
EROSION CONTROL, LANDSCAPING	360 LANDSCAPING LLC P.O. BOX 398 GOODMAN, MO	2%

NOTE: This form must be submitted in accordance with the Instructions to Bidders.

Bidder's Signature

END OF DOCUMENT 00430

THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Dean Crowder Construction Inc., 804 SE 21st Street, Bentonville Ar 72712
as Principal, hereinafter called the Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, as Surety, hereinafter called the Surety, are held and firmly bound unto
City of Fayetteville Water and Waste Water Department, 13 West Mountain Street, Fayetteville Ar 72701
as Obligee, hereinafter called the Obligee, in the sum of 5% of Bid

Dollars ($ 5% of Bid),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Broyles Road Improvement - cut and fill, street curb gutter and storm drainage

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

Signed and sealed this 3rd day of May , 2007

(Witness)

Dean Crowder Construction Inc.
(Principal) (Seal)

By: VICE PRESIDENT
(Title)

THE CINCINNATI INSURANCE COMPANY
(Surety) (Seal)

(Witness)

By: James B. Secker
James B. Secker Attorney-in-Fact

Printed in cooperation with the **American Institute of Architects** (AIA), by The Cincinnati Insurance Company who vouches that the language in this document conforms exactly to the language used in AIA Document A310, February 1970 ED.

S-2000-AIA (4/99) PUBLIC

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

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

Roland W. Julian; Cecil Bridgers; James Secker;
Donna Tito and/or Terri Stuart

of Rogers, Arkansas its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars ($10,000,000.00).

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

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

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

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

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 1st day of August, 2004.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Daniel S. McCurdy
Senior Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of August, 2004, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

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

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

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 3rd day of May 2007.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Gregory J. Schlueter
Secretary

BN-1005 (8/04)

POLICYHOLDER NOTICE
TERRORISM INSURANCE COVERAGE

Your policy (or the policy proposed to you) contains coverage for certain losses caused by terrorism.

Premium:

We are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act of 2002.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is $ 0

Federal Participation:

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Effective November 26, 2002, under your policy (or the policy proposed to you), any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

Act of Terrorism:

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infra- structure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Bid 07-38

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

David Jurgens	Wastewater System Imprv Project	Water/Wastewater
Submitted By	Division	Department

Action Required:

Approval of a construction contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00, for the renovation of the Gregg Avenue sewer lift station, WSIP Subproject WL-7, Bid 07-38, and approve a 5% contingency of $76,000.00.

$1,603,350.00	$ 99,013,095	Wastewater System Imp Project
Cost of this request	Category / Project Budget	Program Category / Project Name
4480.9480.5315.00	$ 68,957,406	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
02133.0372	$ 30,055,689	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Department Director	10 MAY 07 Date
City Attorney	5/18/2007 Date
Finance and Internal Service Director	5-18-2007 Date
Mayor	5/18/07 Date

Received in City Clerk's Office
ENTERED
5/11/07

Received in Mayor's Office
ENTERED
5/18/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: David Jurgens, Water and Wastewater Director

Date: 10 May 2007

Subject: Approval of a construction contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00, for the renovation of the Gregg Avenue sewer lift station, WSIP Subproject WL-7, Bid 07-38, and approve a 5% contingency of $76,000.00.

RECOMMENDATION

City Administration recommends approval of a construction contract with Crossland Heavy Contractors, Inc in the amount of $1,527,000.00, for renovation of the Gregg Avenue sewer lift station, WSIP Subproject WL-7, Bid 07-38, and approval of a 5% contingency of $76,000.00.

BACKGROUND

The City received 4 bids on May 8 for this project, as follows:

Crossland Heavy Contractors, Inc	$ 1,527,000.00 (low bid)
Robinson Construction	$ 1,598,900.00
J.L. Bryson, Inc	$ 1,707,000.00
Garney Companies	$ 1,970,000.00
Engineer's Estimate	$ 1,735,000.00

The Contract provides for the renovation of a wastewater lift station consisting on removing three dry pit pumps, converting the station to a submersible configuration, and installing four submersible pumps, with related facilities, at the Gregg Avenue Lift Station at Mud Creek. This station is the focal point of lines WL-1, WL-2, and the beginning of WL-4. The renovated station will pump up to 19 mgd through WL-4 to the Hamestring lift station, and is the last major component required to route flows to the West Side WWTP, which will begin processing flows in May, 2008.

DISCUSSION

The bid is being reviewed by McClelland Consulting Engineers and the RJN Group, the Engineers; their letter recommending award is attached. The Arkansas Natural Resources Commission will complete their review prior to contract award. This project was bid in April, with only one bid which exceeded $2,000,000. The bid was too high and had to be rejected. This current bid is now consistent with the originally estimated project cost.

Crossland Heavy has completed a number of projects for the City and in Northwest Arkansas and has completed other projects of this nature.

BUDGET IMPACT

Funds are available in the WSIP project budget.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #07-38 AND APPROVING A CONTRACT WITH CROSSLAND HEAVY CONTRACTORS, INC. IN THE AMOUNT OF $1,527,000.00 FOR THE RENOVATION OF THE GREGG AVENUE SEWER LIFT STATION, WSIP SUBPROJECT WL-7; AND APPROVING A 5% PROJECT CONTINGENCY IN THE AMOUNT OF $76,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-38 and approves a Contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00 for the renovation of the Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7. A copy of the contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a 5% Project Contingency in the amount of $76,000.00.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
479-443-2377
FAX 479-443-9241

RECEIVED
MAY 10 2007
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

May 9, 2007

Mr. David Jurgens, P.E.
Water and Wastewater Dept. Director
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Bid Tabulation
Gregg Ave. Lift Station Renovation
Contract No. WL-7
RLF Project No. CS-050803-03

Dear Mr. Jurgens:

Bids were opened on the referenced project at 2:00 p.m., Tuesday May 8, 2007. Four bids were received and they have been checked and tabulation. The Bid Tabulation, as attached, indicates that Crossland Heavy Contractors, Inc. was the low bidder, with a bid total of $1,527,000.00. Crossland has their home office in Columbus, Kansas, however this bid was apparently submitted by Crossland's Tulsa, OK office.

All of the bidders are properly licensed and submitted proper bid bonds, and the bids all appear to be in order. Crossland has successfully completed other projects for your City and for our firm. Provided that Crossland is acceptable to the Arkansas Natural Resources Commission, it is recommended that the Contract be awarded to this firm in the amount of $1,527,000.00.

Very Truly Yours,
McClelland Consulting Engineers, Inc.

Robert W. White

Robert W. White, P.E.
Vice President

Encl: Bid Tabulation

Cc: Mr. Michael Core, P.E., ANRC w/encl.
Mr. Hugh Kelso, RJN, w/encl.

BID TABULATION
WL-7 Gregg Avenue Lift Station Renovation
City of Fayetteville, Arkansas
MCE PROJECT # FY022166

				Crossland Heavy Contractors, Inc.		Robinson Mechanical Contractors, Inc.		J.L. Bryson, Inc.		Garney Companies, Inc.	
Item #	Description	Qty.	Units	Tulsa, Oklahoma		Perryville, Missouri		Huntsville, AR		Kansas City, Missouri	
				Unit Cost	Extended	Unit Cost	Extended	Unit Cost	Extended	Unit Cost	Extended
1	Lump Sum Base Bid	1	LS	1,527,000.00	1,527,000.00	1,598,900.00	1,598,900.00	1,707,000.00	1,707,000.00	1,970,000.00	1,970,000.00
	Total Lump Sum				**1,527,000.00**		**1,598,900.00**		**1,707,000.00**		**1,970,000.00**

Signature: Robert W White
Mr. Robert W. White, P.E. #4695

Date: 5/8/07

Arkansas Natural Resources Commission

J. Randy Young, PE
Executive Director

101 East Capitol, Suite 350
Little Rock, Arkansas 72201
http://www.anrc.arkansas.gov

Phone: (501) 682-1611
Fax: (501) 682-3991
E-mail: anrc@arkansas.gov

Mike Beebe
Governor

RECEIVED
MAY 18 2007
CITY OF FAYETTEVILLE
MAYOR'S OFFICE

15 May 2007

Mr. David Jurgens, P.E.
Water and Wastewater Director
City of Fayetteville
113 West Mountain
Fayetteville, Arkansas 72701

RE: City of Fayetteville – Project 183-CWRLF- L - Bid Award for Project WL-7

Dear Mr. Jurgens:

The bid tabulations and recommendations from your consultant have been reviewed by ANRC staff. The award of the construction contracts as set forth below is approved:

Contract	Contractor	Bid Amount
WL – 7	Crossland Heavy Contractors, Inc.	$1,527,000.00

The City of Fayetteville and Crossland may now proceed with formalizing the contracts. Please be advised that the insurance and bonding for the projects must be accomplished through companies and agents licensed through the Arkansas State Insurance Department.

A copy of the contract or at a minimum, copies of the respective insurance and bonding documents for the contracts, should be forwarded to ANRC for review and approval prior to the formal contract signing and preconstruction conference.

Please feel free to contact Mr. Scott Savoy, Project Administrator, at (501) 683-0279 for questions of an administrative nature, and for engineering related questions contact Mr. Michael Core, P.E. at (501) 682-0556.

Sincerely,

J. Randy Young, P.E.
Executive Director, ANRC

cc: Mr. Robert White, P.E., McClelland Consulting
Mr. Hugh Kelso, P.E., RJN Group

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date:
P.O Number:	Expected Delivery Date:

Vendor #: 13383	Vendor Name: Crossland Heavy Construction	Mail Yes:__ No:____	
Address: Principle: PO Box 350	Fob Point:	Taxable Yes:__ No:____	Quotes Attached Yes:____ No:____
City: Columbus	State: KS	Zip Code: 66725	Ship to code:
Divison Head Approval:			
Requester: WSIP- Andrea Allen	Requester's Employee #: 2737	Extension: 670	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Gregg Lift Station Contract, WSIP WL-7	1			$1,527,000.00	4480.9480.5315.00	2133.0372		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Bid 07-38

Subtotal:	$1,527,000.00
Tax:	
Total:	$1,527,000.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 6/12/02

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT:

Project Name: Wastewater System Improvement Project

Contract Name: Gregg Avenue Lift Station Renovation

Contract No.: WL-7

RLF Project No.: CS-050803-03

Date: May 8, 2007

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Crossland Heavy Contractors, Inc

Name Darrell Moorman

Address 14149 E. Admiral Place Tulsa, OK

Principal Office 833 So. East Ave. Columbus, KS

Corporation, partnership, individual, joint venture, other Corporation

Arkansas State General Contractor's License Number
006730 1107

EXPERIENCE STATEMENT

1. Qualification of Bidders

   a. It is the intention of the City of Fayetteville to award a Contract only to a bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

b. Each Bidder shall submit with his bid the executed Bidder's "Statement of Experience" form contained in this document. Each bidder shall also submit documented evidence that he has, with his own forces, completed a minimum of three projects similar to this one with a construction cost of at least $750,000 each during the past three years and one with a construction cost of at least $2,000,000 in the past five years.

c. The City of Fayetteville reserves the right to require the three lowest Bidders to file proof within seven (7) calendar days of the Bid opening of their ability to finance and execute the project. This proof shall include, nut not limited to, a financial statement certified by a CPA for the last three years, a list of equipment owned by Bidder, a backlog of jobs under contract and amounts, and a record of successful completion of similar projects.

d. The successful Bidder shall conform to the Rules and Regulations of Arkansas Department of Finance and Administration concerning nonresident contractor's notice and bond requirements.

e. The successful Bidder must meet the statutorily prescribed requirements before Award of Contract by the City of Fayetteville.

f. In order to perform public work, the successful Bidder shall, as applicable, hold or obtain such Contractor's and Business Licenses as required by State statutes and the Rules and Regulations of the Arkansas Contractor's Licensing Board.

g. All contracts shall be interpreted under Arkansas Law.

2. Bidder has been engaged as a General Contractor in construction for 14 years and has performed work of the nature and magnitude of this Contract for 12 years. Bidder has been in business under its present name for 14 years.

3. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

4. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)

5. Has Bidder ever failed to complete any project? If so, state when, where, and why.

No

6. Bidder normally performs the following work with his own forces:

Civil, Concrete, Equipment installation, pipe work

7. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

Mark Sell - President - 23 years
Darrell Moorman - 15 years
Ivan Crossland Jr - 28 years

8. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

IMA
1251 SW Arrowhead Rd, Ste C - P.O. Box 1537
Topeka, KS 66601-1537 Marti Gilfillan

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

9. Bidder's Workmen's Compensation Experience Modifier Factor is: 1.00.

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:

   a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).

   b. Net fixed assets.

   c. Other assets.

   d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).

   e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

   f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	Judgment Creditors	Where Docketed and Date	Amount
a.	None		$
b.			$

REFERENCES

Project Name: Newblock Lift Station & Line A
Owner: City of Tulsa
Owner Contact: Matt Vaughan – 918-596-9564
Engineer/Architect Benham Companies
Engineer/Architect Contact: Mark McKenzie
Contract Amount: $2,427,011
Surety: IMA
Date of Completion: September, 2005
% of cost performed with Bidder's Own Forces: 90%

Project Name: East Apache South Extension
Owner: City of Tulsa
Owner Contact: Matt Vaughan – 918-596-9564
Engineer/Architect PEC – 7912 East 31st
Engineer/Architect Contact: Aaron Johnson
Contract Amount: $1,206,844
Surety: IMA
Date of Completion: November, 2006
% of cost performed with Bidder's Own Forces: 90%

Project Name: Northside Interceptor
Owner: City of Tulsa
Owner Contact: Matt Vaughan – 918-596-9564
Engineer/Architect Craig & Keithline
Engineer/Architect Contact:
Contract Amount: $9,968,069.28
Surety: IMA
Date of Completion: July, 2000
% of cost performed with Bidder's Own Forces:

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: May 8, 2007

(OFFICIAL SEAL)

Name of Organization:

Crossland Heavy Contractors, Inc.

By Darrell Moorman

Title Vice - President

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

DOCUMENT 00410 – BID BOND

Surety shall insert full name and address or legal title of contractor, surety and owner.

KNOW ALL MEN BY THESE PRESENTS: that we

Crossland Heavy Contractors, Inc.
PO Box 350
Columbus, KS 66725

as Principal, hereinafter called the Principal, and

Fidelity & Deposit Company of Maryland
1400 American Lane, Tower I, 19th Floor
Schaumburg, IL 60196-1056

a corporation duly organized under the laws of the State of Maryland as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of Five Percent of Amount Bid -------- Dollars ($ 5% of Amount Bid), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for renovating the Gregg Avenue Lift Station, WL-7, including removal of three 100 Hp dry pit pumps, modifying the station to a submersible pump station and installing four submersible pumps, with related facilities.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such

DOCUMENT 00410 – BID BOND (continued)

Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of May 2007.

PRINCIPAL (CORPORATE SEAL)

Crossland Heavy Contractors, Inc.

By Darrell Moorman

Vice President

SURETY

Fidelity & Deposit Company of Maryland

By Martha L. Gilfillan

Martha L. Gilfillan, Attorney-in-fact

ATTORNEY-IN-FACT (CORPORATE SEAL)

Ashley Rose Gordon, Witness

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Stanley G. WILKERSON, Claudia J. NADEAU, S. Mark WILKERSON, Ashley Rose GORDON, Martha L. GILFILLAN, Tracey A. NASH and Kylee W. HEUSI, all of Topeka, Kansas,** EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Stanley G. WILKERSON, Claudia J. NADEAU, S. Mark WILKERSON, Ashley Rose GORDON, Martha L. GILFILLAN, dated December 6, 2005.

FOR YOUR PROTECTION COMPARE THE ZURICH WATERMARK FOR THE ZURICH WATERMARK

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 6th day of November, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND INCORPORATED 1890 — COLONIAL AMERICAN CASUALTY AND SURETY COMPANY SEAL

By:

Gerald F. Haley *Assistant Secretary* *Theodore G. Martinez*

State of Maryland
City of Baltimore } ss:

On this 6th day of November, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

CONSTANCE A. DUNN NOTARY PUBLIC BALTIMORE COUNTY, MARYLAND

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 8th day of May, 2007.

Assistant Secretary

DOCUMENT 00900 – ADDENDUM NO. 1:

Issued to All Bid Document Holders of Record

Date:	March 6, 2007
Project Name:	Fayetteville Wastewater System Improvement Project
Contract Name:	Gregg Avenue Lift Station Renovation
Contract No.:	WL-7
RLF Project No.:	CS-0500803-03

This Addendum forms a part of the Contract described above. The original Contract Documents and any prior Addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents.

ADDENDUM NO. 1.

SPECIFICATIONS:

SECTION 01110 – SUMMARY OF WORK

Under Paragraph 1.07, C.2., for the Phase 2 work, the flow will not be directed to the north wetwell. The pumps connected to this wetwell are not functioning properly (these are the pumps to be removed). Instead the flow will be routed to the south wetwell, as listed under the Phase 3 work, and the Owner will operate the south wetwell pumps as necessary to keep the water level down, to allow the slide gates to be removed and the cover plates installed, as required under the Phase 2 work.

SECTION 15080 – MANUALLY OPERATED VALVES AND CHECK VALVES

Approved check valves, as listed under Paragraph 2.08, shall also include the Val-Matic surge buster swing flex check valve, which basically consists of the specified check valve with spring assist closure.

SECTION 15082 – SELF-CONTAINED AUTOMATIC PROCESS VALVES

Approved sewage air release valves, as listed in Paragraph 2.02, shall also include Val-Matic Model No. 304 BW, or approved equals.

DRAWINGS:

SHEET 3, CHAIN LINK FENCE MODIFICATIONS

New chain link fencing, including an 8-ft. gate and a 3-ft. gate, shall be extended around the new electrical building as shown on the attached partial plan from revised Sheet 3. A segment of barbed wire fence with gate is required for a closure between the existing barbed wire fence and the new chain link fence.

SHEET 3 AND 11, NEW CUT-IN VALVE

These plans sheets require installation of a new valve on the existing 18-inch force main yard piping. The purpose of this valve is to allow abandonment of a segment of force main pipe connecting to the dry well pumps. This pipe is under continuous pressure, ranging from approximately 40 psi when the pumps are off to approximately 100 psi when multiple pumps are on. Higher pressure surges occur when the pumps cycle off and on. Without this valve in place,

approximately 3 miles of 18-inch force main will drain back to this location if the force main is cut or is broken.

A permanent valve is not required at this location, provided that a permanent cut and cap is completed between the pump station wall and the cut-in valve location. Consequently, a temporary line-stop type valve is acceptable if the permanent cut and cap is installed while the temporary valve is in place. The existing 18-inch ductile iron force main does not have restrained joints. The nearby 18-inch valve on the other leg of 18-inch yard piping is a tapping sleeve and valve that must remain open and in service.

In order to cut and cap the existing pipe, some form of thrust restraint that will insure that the pipe does not come apart while it is being cut and capped must be used if a temporary valve is to be used. If the Contractor proposes to use a temporary line-stop type valve, he shall provide a submittal on his proposed method of thrust restraining the pipe while it is being cut and capped. This submittal will require approval by the Engineer and Owner before work is started on the abandonment of this yard piping.

SHEET 8 AND 13, VALVE VAULT VENT GOOSENECKS

Two 12-inch valve vault vents are required. The plan sheets indicate these gooseneck vents shall be of PVC or fiberglass material. Flanged ductile iron fittings may also be used, provided that they are lined with the specified corrosion resistant linings designed for sewer applications.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form, and by attaching this Addendum to his Bid.

Robert W. White, P.E. (Engineer)

Robert W White

3/6/07

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

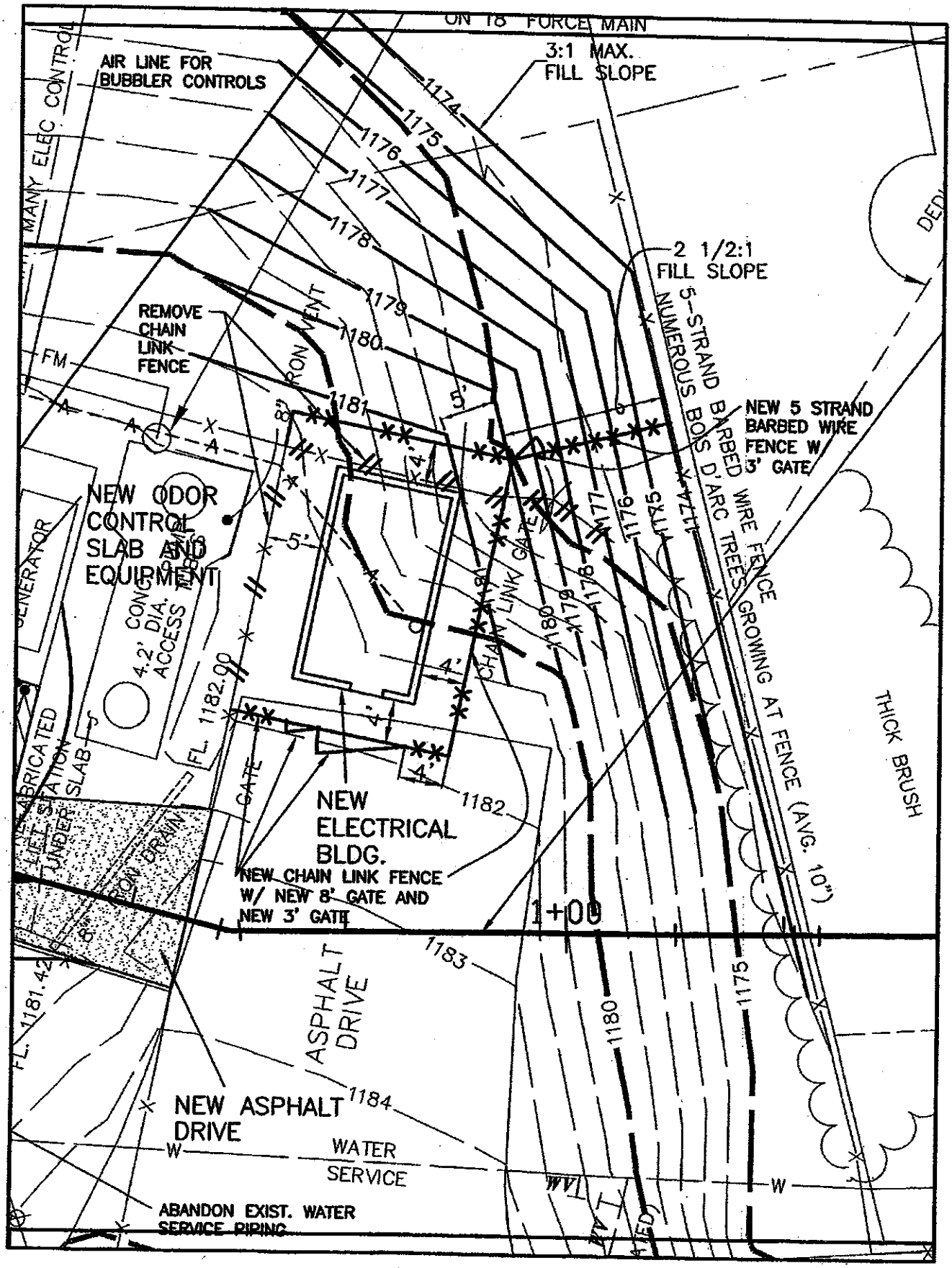
Bidder: Crossland Heavy Contractors, Inc.

By: Darrell Moorman

Date: May 8, 2007

ATTACHMENT
REVISED
FENCING PLAN

END OF DOCUMENT 00900


ON 18" FORCE MAIN
AIR LINE FOR BUBBLER CONTROLS
3:1 MAX. FILL SLOPE
2 1/2:1 FILL SLOPE
MANY ELEC CONTROL
REMOVE CHAIN LINK FENCE
NEW 5 STRAND BARBED WIRE FENCE W/ 3' GATE
5-STRAND BARBED WIRE FENCE
NUMEROUS BOIS D'ARC TREES GROWING AT FENCE (AVG. 10")
NEW ODOR CONTROL SLAB AND EQUIPMENT
CONC. PIPE
4.2' DIA. ACCESS
GENERATOR
FABRICATED LIFT STATION SLAB
FL. 1182.90
CHAIN LINK GATE
NEW ELECTRICAL BLDG.
NEW CHAIN LINK FENCE W/ NEW 8' GATE AND NEW 3' GATE
1+00
ASPHALT DRIVE
NEW ASPHALT DRIVE
WATER SERVICE
ABANDON EXIST. WATER SERVICE PIPING
THICK BRUSH
FL. 1181.42
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184

DOCUMENT 00400 –BID FORM

Project Name: Wastewater System Improvement Project

Contract Name: Gregg Avenue Lift Station Renovation

Contract No.: WL-7

RLF Project No.: CS-050803-03

BID TO:

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

BID FROM:

Bidder: Crossland Heavy Contractors, Inc.
14149 E. Admiral Place
Tulsa, OK 74116

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

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

Number	Date
Addendum #1	3-21-07

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

DOCUMENT 00400 –BID FORM (continued)

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by the Engineer is acceptable to Bidder.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any

DOCUMENT 00400 –BID FORM (continued)

other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

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

ARTICLE 4 - BID PRICE

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

A. Lump Sum Price:

One million - five hundred - twenty - seven thousand & 00/100.

Dollars ($ 1,527,000.00).

1. Cost of trench or excavation safety systems complying with OSHA Part 1926-Subpart P, and included in Lump Sum Price in paragraph 401.A above:

Fourteen thousand Dollars ($ 14,000.00).

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

DOCUMENT 00400 –BID FORM (continued)

ARTICLE 6 - BID CONTENT

6.01 The following documents are attached to and made a condition of this Bid:

A. Required Bid security, not less than 5% of the Bid total, in the form of a certified or bank cashier's check or a Bid Bond and in the amount of _____ 5% of bid Dollars ($_____).

B. Required Bidder's Qualification Statement with supporting data. (DOCUMENT 00140).

C. List of Subcontractors (DOCUMENT 00430).

D. Equipment Questionnaire (DOCUMENT 00450).

E. Contractor's Act of Assurance Form, RLF-52.

F. MBE / WBE Compliance Evaluation Form, RLF-96.

ARTICLE 7 - COMMUNICATIONS

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

Crossland Heavy Contractors, Inc
14149 E. Admiral Place Tulsa, OK
Attn: Darrell Moorman
Phone No. 918-438-2800
FAX No. 918-438-2801

ARTICLE 8 - TERMINOLOGY

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

SUBMITTED on May 8, 2007.

Arkansas State Contractor License No. D067301107.

DOCUMENT 00400 –BID FORM (continued)

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____(SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

DOCUMENT 00400 –BID FORM (continued)

A Corporation

Corporation Name: Crossland Heavy Contractors, Inc (SEAL)

State of Incorporation: Kansas

Type (General Business, Professional, Service, Limited Liability): Professional

By: Darrell Moorman

(Signature – attach evidence of authority to sign)

Name (type or printed): Darrell Moorman

Title: Vice - President

(CORPORATE SEAL)

Attest: Ivan Crossland

(Signature of Corporate Secretary)

Business address: 14149 E. Admiral Place
Tulsa, OK 74116

Phone No.: 918-438-2800 FAX No.: 918-438-2801

END OF DOCUMENT 00400

CROSSLAND
HEAVY CONTRACTORS
833 S. East Avenue • P.O. Box 350
Columbus, Kansas 66725
tel 620.429.1410
fax 620.429.2977

CROSSLAND HEAVY CONTRACTORS, INC.

SECRETARY'S CERTIFCATE OF
CORPORATE RESOLUTION AND
AUTHORIZED SIGNATURES

I, Ivan E. Crossland, Jr., do herby certify that I am the duly elected and qualified secretary of Crossland Heavy Contractors, Inc., a corporation duly organized and validly existing under and by virtue of the laws of the State of Kansas (the "Corporation"), that the following resolution was duly adopted by the Board of Directors of the Corporation at a meeting of the members thereof, called and held in accordance with the requirements of the bylaws of the Corporation, on August 1, 2006, and that such resolution has not been modified, repealed, or rescinded and is in full force and effect as of the date of this certification.

Be it resolved that the Board of Directors of Crossland Heavy Contractors, Inc. hereby authorizes and empowers Darrell Moorman in the name of and on behalf of the Corporation, to execute bid forms, construction agreements, change orders and other associated construction documents between the Corporation and the City of Tulsa (ATIMA) and Tulsa Metropolitan Utility Authority (TMUA).

I further certify that the persons named below are the duly acting Board of Directors and they are serving on this date as officers of the Corporation in their respective capacities set forth opposite their names and the manual signatures set forth opposite their names are the true manual signatures of each such person.

Name of Director	Title	Signature
Mark E. Sell	President	
Darrell W. Moorman	Vice-President	Darrell Moorman
Ivan E. Crossland, Jr.	Secretary	
Bennie L. Crossland	Treasurer	Bennie Crossland

In witness whereof, the undersigned has executed this certificate and impressed the seal of the Corporation thereon on this 8th day of May, 2007.

Secretary

(Corporate Seal)

DOCUMENT 00410 – BID BOND

Surety shall insert full name and address or legal title of contractor, surety and owner.

KNOW ALL MEN BY THESE PRESENTS: that we

_____

_____

_____

as Principal, hereinafter called the Principal, and

_____

_____

_____

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____ _____ Dollars ($_____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for renovating the Gregg Avenue Lift Station, WL-7, including removal of three 100 Hp dry pit pumps, modifying the station to a submersible pump station and installing four submersible pumps, with related facilities.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such

DOCUMENT 00410 – BID BOND (continued)

Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 2007.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for the Gregg Avenue Lift Station Renovation, Contract No. WL-7, with associated equipment, yard piping, odor control, finish grading and other renovation work throughout the site.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor Work	Subcontractor's Name	Subcontractor's License No.	Subcontractor's Percent of Contract
Excavation	N.A.		
Concrete	N.A.		
Painting	Heartland Painting	0082510707	1%
Masonry	TBD		1%
Mechanical	Fayetteville Mech.	0032310507	1%
Electrical	Robert Bailey Elect.	000789108	8%
Instrumentation	Robert Bailey Elect.	000789108	2%
Plumbing	N.A.		
Demolition	N.A.		
Odor Control	N.A.		

NOTE: This form must be submitted with the bid in accordance with the Instructions to Bidders.

Darrell Moorman
Bidder's Signature

END OF DOCUMENT 00430

DOCUMENT 00450 – EQUIPMENT QUESTIONNAIRE

The Bidder shall enter in the spaces provided the names of the manufacturers of equipment which Bidder proposes to furnish, and shall submit this Equipment Questionnaire with its Bid. Owner will review and evaluate the information before award of the Contract.

Only one manufacturer's name shall be listed for each item of equipment. Upon award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents. Substitutions shall be subject to concurrence of Owner and shall be confirmed by Change Order.

Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Failure to furnish all information requested or entering more than one manufacturer's name for any item in this Equipment Questionnaire may be cause for rejection of the Bid.

	Material	Manufacturer
1.	Wastewater Pumps	KSB
2.	Motor Control Center	Square D
3.	Level Control System	Mercury Nanometer
4.	Odor Control System	Siemens

END OF DOCUMENT 00450

RLF-52
(R-7/01)

CONTRACTOR'S ACT OF ASSURANCE FORM

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

MBE/WBE During the bid process and throughout the performance of the Contract, whenever subcontracts are to be awarded, I will take the 6 affirmative steps described in the Supplemental Conditions to utilize minority and women's business enterprise (MBE/WBE) firms wherever possible. I will document to the borrower and ASWCC all efforts to secure MBE/WBE participation including follow-up efforts and will report to the Owner the dollar value of all MBE/WBE contracts and subcontracts awarded.

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

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

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

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

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

RLF-52
(R-7/01)

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

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $25,000.

AUTHORIZED REPRESENTATIVE

COMPANY NAME: Crossland Heavy Contractors, Inc.

SIGNATURE: Darrell Moorman DATE: 5-8-07

PRINTED NAME: Darrell Moorman TITLE: Vice-President

MBE/WBE COMPLIANCE EVALUATION FORM
SUPPLEMENTAL CONDITIONS OF THE REVOLVING LOAN FUND
(Bid Package Documentation)

Bidders are to complete this form and submit with the bid proposal. A condition for remaining in competition for award is the satisfactory completion of this form. The undersigned submits the following data with respect to the firm's efforts to meet the Arkansas Soil and Water Conservation Commission's goal for MBE/WBE participation.

1. Name of Project: Fayetteville Wastewater System Improvement Project Project No: CS-050803-03
Gregg Ave. Lift Sta. Renovation, WL-7

2. Name of General Contractor: Crossland Heavy Contractors, Inc.

3. MBE/WBE Firm: _____
(Name) (Complete a separate form for each MBE/WBE to be used as a subcontractor)

_____
(Address) (City, State, Zip Code)

_____
(Phone Number) (Fax Number)

4. Describe Work to be performed by the MBE/WBE, provide dollar amount of the subcontract.

_____

DOCUMENTATION OF AFFIRMATIVE STEPS TAKEN TO OBTAIN MBE/WBE PARTICIPATION
(TO BE COMPLETED IF THE MBE/WBW GOALS ARE NOT OBTAINED)

5. Documentation that MBE/WBE quotes were solicited through direct mail and other advertising sources, documentation of follow-up action for firms not responding; and documentation of responses received (both positive and negative responses).
Attached - no response on any solicitation.

6. What sources were used to identify potential MBE/WBE firms. (Arkansas Highway and Transportation Department; Arkansas Industrial Development Commission's Minority Business Development Division; U.S. Small Business Administration; other sources, please specify and provide documentation)
AHTD

7. Describe steps taken to divide work items into small tasks in an effort to maximize MBE/WBE participation.
Sent of items to CSI codes.

8. List reasons for rejecting a MBE/WBE that indicated a desire to participate and/or submitted bids.

N.A.

The undersigned hereby certified, having provided responses or documentation to the questions in the foregoing affirmative steps taken to obtain MBE/WBE participation, that they are true and correct to the best of her/her knowledge, information and belief.

Name of General Contractor: Crossland Heavy Contractors, Inc.

Signature: Darrell Moorman

Title/Date: Vice President / May 8, 2007

FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **B&T Electric, Inc.**
P.O. Box 165807
Little Rock, AR 72216
Mr. John Blackmon
501-372-5122 Fax: 501-565-1814

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

NOTE: **SMALL BUSINESS AND MINORITY OWNED BUSINEES SOURCES ARE ENCOURAGED TO BID ON THIS PROJECT.**

Please respond by Faxing this Page back to CHC (Fax 918-438-2801) by 5:00 PM, May 4, 2007.

Yes! I will be bidding the following divisions or areas: _____
_____
_____

No! Thank You, I will not be bidding this project._____

FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Fleming Network Services, Inc.**
P.O. Box 178
Bryant, AR 72089
Ms. C. Ann Fleming
501-847-9500 Fax: 501-653-2274

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXE 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Omega Electric, Inc.**
4323 West 17th Street
Little Rock, AR 72204
Ms. Minnie Thompson
501-541-1798 Fax: 501-374-7873

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Turrell Welding & Manufacturing, Inc.**
P.O. Box 331
Turrell, AR, 72384-0331
Ms. Tonya Overton
870-343-2441 Fax: 870-343-2642

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

NOTE: **SMALL BUSINESS AND MINORITY OWNED BUSINEES SOURCES ARE ENCOURAGED TO BID ON THIS PROJECT.**

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **ALJ Contractors, Inc.**
P.O. Box 1278
West Memphis, AR 72303
Mr. Alfred Robinson
901-503-9361 Fax: 870-732-9809

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

NOTE: SMALL BUSINESS AND MINORITY OWNED BUSINEES SOURCES ARE ENCOURAGED TO BID ON THIS PROJECT.

Please respond by Faxing this Page back to CHC (Fax 918-438-2801) by 5:00 PM, May 4, 2007.

Yes! I will be bidding the following divisions or areas: _____
_____
_____

No! Thank You, I will not be bidding this project._____

FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS

14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Anders Trucking, Inc.**
1510 Lowery Drive
El Dorado, AR 71730
Diane Anders
870-862-9629 Fax: 870-862-9466

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

NOTE: **SMALL BUSINESS AND MINORITY OWNED BUSINEES SOURCES ARE ENCOURAGED TO BID ON THIS PROJECT.**

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No! Thank You, I will not be bidding this project._____

FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS

14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Pro-Cut Trucking, LLC**
#67 Watson Boulevard
Pine Bluff, AR 71601
Reavawn Johnson
870-535-0054 Fax: 870-543-6975

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **K & K Trucking**
Route 5 Box 471
Star City, AR 71667
Ms. Monica King
870-628-3911 Fax: 870-628-4911

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation – RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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No! Thank You, I will not be bidding this project._____

FA 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Pam's Trucking**
4539 Highway 157
Judsonia, AR 72081
Pam Weathers
501-728-4241 Fax: 501-728-4241

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Jones Landscaping & Lawn Service, Inc.**
P.O. Box 192496
Little Rock, AR 72219
Brian Jones
501-888-8789 Fax: 501-421-6171

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Landscape Architecture, Inc.**
2300 Cottondale Lane, Suite 202
Little Rock, AR 72202
Cinde Drilling
501-374-5610 Fax: 501-664-1480

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Special Touch Landscaping Lawn Service**
#9 Sunnydale Drive
Little Rock, AR 72209
Lawrence Willis
501-565-1968 Fax: 501-565-1969

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
McClelland Consulting Eng., Inc.
1810 N. College Ave.
Fayetteville, AR 72703

Description of Work:

Painting, Building Equipment, Electrical, Fabricated Structural Metal, Trucking, Landscaping Services, Plumbing, Heating & Air Conditioning, Manufacturing, Surveying, Laboratories

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Bray Sheet Metal Company**
1508 Scott Street
Little Rock, AR 72202
Mary Simmons
501-375-8229 Fax: 501-375-3925

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
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1810 N. College Ave
Fayetteville, AR 72703

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FAXED 4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **Pierce Construction, Inc.**
166 Highway 89 North
Mayflower, AR 72106
Oscar Pierce
501-470-1348 Fax: 501-470-3802

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

Engineer: RJN Group, Inc.
12160 Abrams, Ste. 400
Dallas, TX 75243

Plans Source:
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1810 N. College Ave
Fayetteville, AR 72703

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4-18-07

CROSSLAND
HEAVY CONTRACTORS
14149 East Admiral Place
Tulsa, Oklahoma 74116
tel 918.438.2800
fax 918.438.2801

INVITATION TO BID

To: **ETC Construction, Inc.**
1510 South Broadway
Little Rock, AR 72202
Mr. Mizan Rahman
501-375-1786 Fax: 501-375-1277

Project Name: CITY OF FAYETTEVILLE, ARKANSAS
Fayetteville Wastewater System Improvement Project
Contract No. WL-7 – Westside Wastewater Collection Improvements – Gregg Avenue Lift Station Renovation - RLF Project No. CS-050803-03

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_____

No! Thank You, I will not be bidding this project._____

CROSSLAND
HEAVY CONTRACTORS
833 S. East Avenue • P.O. Box 350
Columbus, Kansas 66725
tel 620.429.1410
fax 620.429.2977

CROSSLAND HEAVY CONTRACTORS, INC.

SECRETARY'S CERTIFCATE OF
CORPORATE RESOLUTION AND
AUTHORIZED SIGNATURES

I, Ivan E. Crossland, Jr., do herby certify that I am the duly elected and qualified secretary of Crossland Heavy Contractors, Inc., a corporation duly organized and validly existing under and by virtue of the laws of the State of Kansas (the "Corporation"), that the following resolution was duly adopted by the Board of Directors of the Corporation at a meeting of the members thereof, called and held in accordance with the requirements of the bylaws of the Corporation, on August 1 2006, and that such resolution has not been modified, repealed, or rescinded and is in full force and effect as of the date of this certification.

Be it resolved that the Board of Directors of Crossland Heavy Contractors, Inc. hereby authorizes and empowers Darrell Moorman in the name of and on behalf of the Corporation, to execute bid forms, construction agreements, change orders and other associated construction documents between the Corporation and the City of Tulsa (ATIMA) and Tulsa Metropolitan Utility Authority (TMUA).

I further certify that the persons named below are the duly acting Board of Directors and they are serving on this date as officers of the Corporation in their respective capacities set forth opposite their names and the manual signatures set forth opposite their names are the true manual signatures of each such person.

Name of Director	Title	Signature
Mark E. Sell	President	
Darrell W. Moorman	Vice-President	Darrell Moorman
Ivan E. Crossland, Jr.	Secretary	
Bennie L. Crossland	Treasurer	Bennie Crossland

In witness whereof, the undersigned has executed this certificate and impressed the seal of the Corporation thereon on this 8th day of May, 2007.

Secretary

(Corporate Seal)

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

Shannon Jones	Engineering	Water/Wastewater
Submitted By	Division	Department

Action Required:

Approval of an amendment to the Engineering contract with Garver Engineering, Inc., in the amount of $231,750.00, for Design and Construction Phase Services pertaining to Construction of the Mt. Sequoyah Water & Sewer Improvement Project, and approve a contingency of $15,000.00. Funds are available in the 2007 project budget.

$246,750	$ 1,722,139	Mount Sequoyah W&S Upgrade
Cost of this request	Category / Project Budget	Program Category / Project Name
5400.5600.5808.00	$ -	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
01023.10	$ 1,722,139	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Previous Ordinance or Resolution # 181-03

Original Contract Date: 12/2/2003

Original Contract Number: 940

Department Director — Date: 15 MAY 07

City Attorney — Date: 5/18/2007

Finance and Internal Service Director — Date: 5-21-07

Mayor — Date: 5/21/07

Received in City Clerk's Office — ENTERED 6.15.07

Received in Mayor's Office — ENTERED 5/21/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody
Fayetteville Sewer Committee

From: Shannon Jones, Water & Wastewater Staff Engineer SWJ

Date: 14 May 2007

Subject: Approval of an amendment to the Engineering contract with Garver Engineering, Inc., in the amount of $231,750.00, for Design and Construction Phase Services pertaining to Construction of the Mt. Sequoyah Water & Sewer Improvement Project, and approve a contingency of $15,000.00. Funds are available in the 2007 project budget.

RECOMMENDATION

Fayetteville City Administration recommends approval of an amendment to the Engineering contract with Garver Engineers, Inc., in the amount of $231,750.00, for Design and Construction Phase Services pertaining to Construction of the Mt. Sequoyah Water & Sewer Improvement Project, and approve a contingency of $15,000.00.

BACKGROUND

This project involves installing approximately 6,900' of water and 600' of sewer line in the Mount Sequoyah area. The objective is to replace existing, old water and sewer mains that are undersized and/or located underneath houses built after the original lines were installed. Where this is the case, new meters and services will be installed. Garver Engineers has performed preliminary engineering and field surveys for this project. A change order is now required for final engineering design.

DISCUSSION

Garver has performed preliminary design work for the project. Executing the amendment to have Garver design this work, and continuation of construction phase services with this firm (including submittal review, construction inspection, and general resident engineer services) will provide the City with continued responsible charge and subsequent engineering responsibility by a single, consistent entity. Garver has been working well with the East Line portion of the WSIP project. Their services have been conducted in a timely, professional manner and we have every reason to believe that this track record will continue throughout construction and post-construction phase activities for this project as well.

BUDGET IMPACT

Funds are available in the 2007 project budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT No. 1 TO THE CONTRACT WITH GARVER ENGINEERING, INC. IN THE AMOUNT OF $231,750.00 FOR DESIGN AND CONSTRUCTION PHASE SERVICES FOR THE CONSTRUCTION OF THE MT. SEQUOYAH WATER & SEWER IMPROVEMENT PROJECT; AND APPROVING A CONTINGENCY OF $15,000.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the Contract with Garver Engineering, Inc. in the amount of $231,750.00 for design and construction phase services for the construction of the Mt. Sequoyah Water & Sewer Improvement Project. A copy of Amendment No. 1, marked Exhibit "A" is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contingency of $15,000.00.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

AMENDMENT TO AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
CITY OF FAYETTEVILLE
FAYETTEVILLE, ARKANSAS

AMENDMENT NO. 1

Mount Sequoyah Water and Sewer Improvements

This Amendment No. 1, dated _____, 2007 shall amend the original contract between the City of Fayetteville (Owner) and GARVER ENGINEERS, LLC (Engineer), dated December 2, 2003 for professional engineering and surveying services in connection with the Mount Sequoyah Water and Sewer Improvements. This Amendment No. 1 adds professional engineering services for the Design, Bidding, and Construction Phase Services as described herein.

The City of Fayetteville has approved and accepted as complete the work accomplished by Garver under the original contract for the Study Phase.

The City of Fayetteville has reviewed the report prepared during the Study Phase and has selected specific water and sewer line improvements. These specific water and sewer lines are as described in Appendix B – Design, Bidding, and Construction Phase Services and are shown on Exhibit A.

The original contract is hereby modified as follows:

SECTION 2 – BASIC SERVICES OF GARVER

Section 2.3 of the original contract shall be modified as follows:

2.3.1.1 The second sentence of this paragraph which states "Bid documents shall include required forms for State Revolving Loan Fund funding." is hereby deleted from this contract.

2.3.2.2 U.S. Army Corps of Engineers – This section is hereby deleted from this contract, since no environmental handling and documentation is included in this contract.

2.3.4 References to "startup, O&M manuals, and one-year performance evaluation" are hereby deleted from this contract.

2.3.7 All references to geotechnical and other subsurface investigations and testing are hereby deleted from this contract.

SECTION 6 – PAYMENTS TO GARVER

Section 6.1 of the original contract is hereby amended as follows:

6.1.2 Design Phase Services
For the Scope of Services during the Design Phase described herein, CITY OF FAYETTEVILLE shall pay GARVER the lump sum amount of **$130,000**. The unused portion of this fee, due to delays beyond GARVER's control, will be increased annually with the first increase effective on or about May 1, 2008.

6.1.3 Bidding Phase Services
For the Scope of Services during the Bidding Phase described herein, CITY OF FAYETTEVILLE shall pay GARVER the lump sum amount of **$8,000**. The unused portion of this fee, due to delays beyond GARVER's control, will be increased annually with the first increase effective on or about May 1, 2008.

6.1.4 Construction Phase Services
For the Scope of Services during the Construction Phase described herein, CITY OF FAYETTEVILLE shall pay GARVER the lump sum amount of **$87,000**. The unused portion of this fee, due to delays beyond GARVER's control, will be increased annually with the first increase effective on or about May 1, 2009.

6.1.5 In addition to the costs defined above, if directed by the CITY OF FAYETTEVILLE, GARVER will hire ARKUPS for Utility Marking Services (estimated at $6,000) and WACO for Property Record Research (estimated at $750). GARVER will pass the actual costs through to the CITY OF FAYETTEVILLE, and the CITY OF FAYETTEVILLE will reimburse GARVER for those costs.

IN TESTIMONY OF WHICH, this instrument has been executed on behalf of the Engineer, and has been executed on behalf of the Owner, in three (3) counterparts, each of equal force, on the day and year first above written.

OWNER	ENGINEER
CITY OF FAYETTEVILLE	**GARVER ENGINEERS, LLC**
By: _____	By: Brock Hoskins
Title: _____	Title: Vice President
ATTEST: _____	ATTEST: Jim D. Beavers

APPENDIX B

AMENDMENT NO. 1

SCOPE OF SERVICES – DESIGN, BIDDING AND CONSTRUCTION PHASE SERVICES

Mount Sequoyah Water and Sewer Improvements

This is **Appendix B,** referred to in and part of the Amendment No. 1 to the **Agreement for Professional Engineering Services** between the CITY OF FAYETTEVILLE, Arkansas (CITY OF FAYETTEVILLE) and Garver Engineers, LLC (GARVER).

PART A – EXTENT OF IMPROVEMENTS

This project will involve the installation of approximately 6,900 linear feet of waterline and 600 linear feet of sewer line in the Mount Sequoyah area as shown on the attached Exhibit "A". More specifically, the extent of improvements shall generally be as listed below:

1. Assembly Road – from Andrew Avenue south to Dogwood Lane - 8-inch waterline.
2. Andrew Avenue – approximately 270-feet south of Assembly Road - add fire hydrant assembly.
3. Dogwood Lane – from Assembly Road to approximately 1,100-feet to the west to the roadway bend to the north – 8-inch waterline.
4. Crescent Drive – from Fletcher Avenue to approximately 470-feet to the east to tie to the Dogwood Lane waterline – 6-inch or 8-inch waterline.
5. Missouri Way – from Dogwood Lane waterline southwest approximately 560-feet – 8-inch waterline.
6. Missouri Way – from approximately 100-feet north of Dogwood Lane to approximately 350-feet southwest of Dogwood Lane – 8-inch sanitary sewer.
7. West and South Skyline Drive – from Texas Way on the south to Wesley Road on the north – 8-inch waterline.
8. East Skyline Drive – from North Skyline Drive south approximately 290-feet – 8-inch waterline.
9. Summit Avenue – from Fletcher Avenue on the north to approximately 1,400-feet to the south – 6-inch or 8-inch waterline.

Water and sewer service lines, as appropriate, shall be extended to each adjacent residence in accordance with CITY OF FAYETTEVILLE requirements.

The following contains a description of GARVER's Scope of Services in addition to that described in the original Agreement for the Study Phase.

PART B – DESIGN PHASE

1. General

Generally, the scope of services for the Design Phase includes limited surveying, preliminary design, final design, and preparation of certain property acquisition documents for improvements to specific

water and sewer improvements in the Mount Sequoyah area in Fayetteville, Arkansas. The improvements will consist of the relocation and/or upsizing of existing water lines, placement of new water and sewer lines, and tie-in of adjacent residents to the new or relocated water and sewer lines. The improvements will be limited to the locations as indicated in PART A – EXTENT OF IMPROVEMENTS and as described herein and shown on the attached Exhibit A.

2. Design Surveys

Garver's fee for Design Surveys is based on field surveys to supplement CITY OF FAYETTEVILLE planimetrics with utility locations along the alignments as indicated in PART A – EXTENT OF IMPROVEMENTS and as shown on the attached Exhibit A.

Field surveys will utilize radial topography methods, to locate any pertinent features or improvements along the designated limits of the project. Drainage features, visible utilities, underground utilities marked by their owners and/or representatives, and water meters will be located.

Permanent control points will be established along the alignment utilizing GPS methods in combination with electronic total stations and data collectors noting the coordinates and elevations to the nearest 0.01 foot. All survey data will be tied to the CITY OF FAYETTEVILLE's plane coordinate system and all elevations will be tied to the National Geodetic Vertical Datum (NGVD) 1929.

If directed by the CITY OF FAYETTEVILLE, GARVER will hire ARKUPS for Utility Marking Services. GARVER will pass the actual costs through to the CITY OF FAYETTEVILLE, and the CITY OF FAYETTEVILLE will reimburse GARVER for those costs. GARVER will survey the locations marked by ARKUPS and the utility owners. GARVER will not be responsible for the completeness or accuracy of the markings made by ARKUPS or utility owners, nor will GARVER be liable for costs incurred by CITY OF FAYETTEVILLE due to incomplete or inaccurate utility markings.

3. Property Surveys

GARVER will locate existing monumentation representing right of way and/or easements for a maximum of five properties based on record data which will be provided by the CITY OF FAYETTEVILLE or an abstractor under a subconsultant agreement with GARVER.

4. Property Acquisition Documents

GARVER will provide mapping as required for preparing easement acquisition documents for CITY OF FAYETTEVILLE's use in acquiring the property. Documentation will include a description of temporary and permanent acquisition for each property. The fee for providing property acquisition documentation is based on permanent right of way and temporary construction easements for no more than 5 properties. The City will be responsible for acquiring right of entry to properties as required to complete individual connections to new utility mains. Property acquisition document preparation will begin after receiving CITY OF FAYETTEVILLE's comments from the Preliminary Design review.

5. Coordination

GARVER will furnish plans to all known utility owners potentially affected by the project at each stage of plan development. GARVER shall conduct coordination meetings among all known affected utility owners to enable them to coordinate efforts for any necessary utility relocation. GARVER will

include the surveyed locations of the observable and marked utilities in the construction plans. GARVER will also include, as provided by the utility companies, proposed and/or relocated utility information in the construction plans. GARVER will attend coordination meetings with CITY OF FAYETTEVILLE and other agencies as required.

6. Preliminary Design
GARVER will perform a preliminary design and submit a preliminary opinion of probable construction cost and preliminary plans to include the known utilities, roadways, property lines as shown on the CITY OF FAYETTEVILLE GIS, relevant structures, relevant trees and shrubs, and the horizontal alignments of all proposed water improvements and the horizontal and vertical alignments of all proposed sewer improvements. GARVER will meet with CITY OF FAYETTEVILLE to discuss the design before proceeding with Final Design. GARVER will not continue with Final Design until the Preliminary Design is approved by CITY OF FAYETTEVILLE in writing.

7. Final Design
GARVER will perform final design and shall prepare construction plans and specifications and final construction details and quantities, special provisions, and an opinion of probable construction cost. GARVER will make a final field inspection with CITY OF FAYETTEVILLE; and shall make minor changes to the final plans as a result of the final field inspection. CITY OF FAYETTEVILLE will furnish GARVER standard construction details and specifications in electronic format for GARVER's use.

GARVER will make the necessary submittals to the Arkansas Department of Health. CITY OF FAYETTEVILLE will reimburse GARVER for payment of the Department of Health review fee in addition to the Lump Sum fee for services described herein.

PART C – BIDDING SERVICES

During the bidding phase of the project, GARVER will dispense construction contract documents to prospective bidders (at the approximate cost of reproduction and handling), support the contract documents by preparing addenda as appropriate, participate in a pre-bid meeting if necessary, attend the bid opening, prepare bid tabulation, evaluate bids, recommend award, and prepare construction contracts.

PART D – CONSTRUCTION PHASE SERVICES

During the construction phase of work, GARVER will accomplish the following:

1. Issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting, which will be combined with the utilities coordination meeting.
2. Review the Contractor's progress payment requests based on the actual quantities of contract items completed and accepted, and will make a recommendation to CITY OF FAYETTEVILLE regarding payment.
3. Attend progress/coordination meetings with CITY OF FAYETTEVILLE/Contractor.
4. Evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by GARVER on the shop drawings during this review will not relieve

Contractor from compliance with requirements of the drawings and specifications. The check will only be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner.

5. Maintain a set of working drawings and prepare and furnish record drawings.
6. Provide part-time resident construction observation services for the 180-calendar-day construction contract performance time. The proposed fee is based on approximately 4 hours per day, 5 days per week, during the 180-calendar-day construction contract performance time. If the construction time extends beyond the time established in this agreement or if CITY OF FAYETTEVILLE wishes to increase the time or frequency of the observation, CITY OF FAYETTEVILLE will pay GARVER an additional fee agreed to by CITY OF FAYETTEVILLE and GARVER.
7. When authorized by CITY OF FAYETTEVILLE, prepare change orders for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, CITY OF FAYETTEVILLE will pay GARVER an additional fee to be agreed upon by CITY OF FAYETTEVILLE and GARVER.
8. Participate in final project inspection, prepare punch list, review final project closing documents, and submit final pay request.

Construction observation services will be provided by GARVER's Resident Project Representative, who will provide or accomplish the following:

- Consult with and advise CITY OF FAYETTEVILLE during the construction period.
- Coordinate with the firm providing construction materials quality assurance testing under separate contract with CITY OF FAYETTEVILLE.
- Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
- Maintain a project diary which will contain information pertinent to each site visit including date and weather conditions, names of important visitors, construction work in progress and location, size of Contractor's work force and equipment in use, number of hours worked by Contractor's forces, and substance of important conversations with the Contractor.

In performing construction observation services, GARVER will endeavor to protect CITY OF FAYETTEVILLE against defects and deficiencies in the work of the Contractor(s); but GARVER cannot guarantee the performance of the Contractor(s), nor be responsible for the actual supervision of construction operations or for the safety measures that the Contractor(s) takes or should take. However, if at any time during construction GARVER observes that the Contractor's work does not comply with the construction contract documents, GARVER will immediately notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. GARVER will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, GARVER will notify CITY OF FAYETTEVILLE immediately, so that appropriate action under CITY OF FAYETTEVILLE's contract with the Contractor can be taken.

PART E - PROJECT DELIVERABLES

The following will be submitted to CITY OF FAYETTEVILLE, or others as indicated, by GARVER:

1. Three copies of the Preliminary Plans with opinion of probable construction cost.
2. One copy of half-sized Preliminary Plans to each potentially affected utility company.
3. Three copies of the Final Plans, Special Conditions which amend, modify, or clarify CITY OF FAYETTEVILLE Standard Specifications, and an opinion of probable construction cost.
4. Ten copies of the Final Bid Documents and an opinion of probable construction cost.
5. One copy of half-sized revised Final Plans to each potentially affected utility company.
6. Three copies of the right-of-way acquisition documents.
7. Electronic files as requested.

PART F – EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

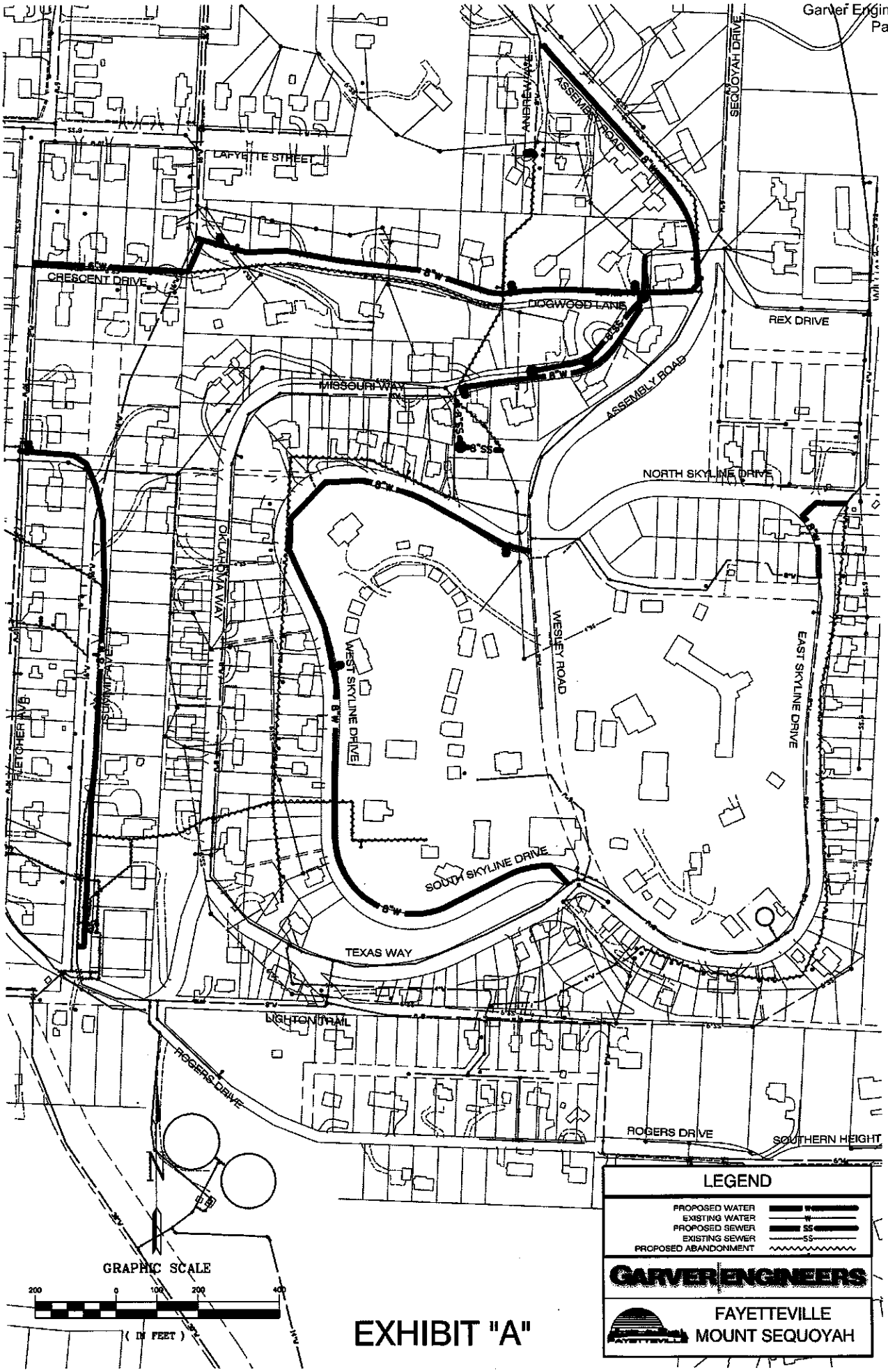
1. Redesign for CITY OF FAYETTEVILLE's convenience or due to changed conditions after previous direction or approval.
2. Submittals or deliverables in addition to those listed in PART E.
3. Pavement Design.
4. Design of any utilities relocation other than water and sewer.
5. Retaining wall or other significant structural design.
6. Construction materials testing.
7. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
8. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
9. Survey crew time for field checking quantities, contractor's layout, etc.

Extra Work will be as directed by CITY OF FAYETTEVILLE in writing for an additional fee as agreed upon by CITY OF FAYETTEVILLE and GARVER.

PART G – SCHEDULE

GARVER will begin work under this agreement within ten days of written authorization and complete the scope of work in substantial conformance to the attached schedule, assuming meetings are completed, as needed, with appropriate direction provided by the CITY OF FAYETTEVILLE.

1. Design Surveys – to be completed 60 calendar days after Notice to Proceed.
2. Property Surveys – to be completed 20 calendar days after completion of Design Surveys.
3. Preliminary Design – to be completed 60 calendar days after completion of Design Surveys.
4. Acquisition Documents – to be completed 20 calendar days after City approval of Preliminary Design.
5. Final Design – to be completed 60 calendar days after City approval of Preliminary Design.


LAFYETTE STREET
ANDREW AVE
ASSEMBLY ROAD
SEQUOYAH DRIVE
CRESCENT DRIVE
DOGWOOD LANE
REX DRIVE
MISSOURI WAY
ASSEMBLY ROAD
NORTH SKYLINE DRIVE
OKLAHOMA WAY
WESLEY ROAD
WEST SKYLINE DRIVE
EAST SKYLINE DRIVE
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SOUTH SKYLINE DRIVE
TEXAS WAY
LIGHTON TRAIL
ROGERS DRIVE
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N
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200 0 100 200 400
(IN FEET)
LEGEND
PROPOSED WATER
EXISTING WATER
PROPOSED SEWER
EXISTING SEWER
PROPOSED ABANDONMENT
GARVER ENGINEERS
FAYETTEVILLE
MOUNT SEQUOYAH

EXHIBIT "A"

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

Shannon Jones	Engineering	Water and Wastewater
Submitted By	Division	Department

Action Required:

Approval of Bid #07-41 for construction contracts with TG Excavating in the amount of $822,222.00 with a contingency of $41,000.00, and Insituform in the amount of $178,834.50 with a contingency of $9,000.00, for construction of the Farmington Sanitary Sewer Rehabilitation, and approval of a budget adjustment accepting funds from Farmington. $395,000

$1,051,056.50	$ 5,822,221.00	Sanitary Sewer Rehabilitation
Cost of this request	Category/Project Budget	Program Category / Project Name
5400.5700.5815.00	$ 988,299.00	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
02017.0501	$ 4,833,922.00	Water and Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [XX]

Department Director — Date: 17 May 07

City Attorney — Date: 5/21/07

Chief Administrative Officer — Date: 5-21-07

Mayor — Date: 5/22/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in Mayor's Office — ENTERED 5.17.07

Received in City Clerk's Office — ENTERED 5/22/07

Comments:

CITY COUNCIL AGENDA

To: Fayetteville City Council

Thru: Mayor Dan Coody
David Jurgens, Water & Wastewater Director
Fayetteville Sewer Committee

From: Shannon Jones, Water & Wastewater Staff Engineer SWJ

Date: May 15, 2007

Subject: Approval of Bid #07-41 for construction contracts with TG Excavating in the amount of $822,222.00 with a contingency of $41,000.00, and Insituform in the amount of $178,834.50 with a contingency of $9,000.00, for construction of the Farmington Sanitary Sewer Rehabilitation, and approval of a budget adjustment accepting funds from Farmington.

RECOMMENDATION

Staff recommends approval of Bid #07-41 for construction contract with TG Excavating in the amount of $822,222.00 with a contingency of $41,000.00, and Insituform in the amount of $178,834.50 with a contingency of $9,000.00, for construction of the Farmington Sanitary Sewer Rehabilitation, and approval of a budget adjustment accepting funds from Farmington.

BACKGROUND

This project provides improvements to the sanitary sewer collection system throughout Farmington. Unit 1 includes replacing 3,655' of 6" and 8" sewer by open cut and 66 point repairs. Unit 2 includes lining of 5,668' of 6" and 8" pipe by cured-in-place lining. No work will be done on lines that are being replaced in conjunction with the Wastewater System Improvement Project.

The City received three responsive bids on May 8, 2007. Wilson Brothers submitted a late bid; it was not opened.

Contractor	Unit 1	Unit 2	Total
TG Excavating	$ **822,222.00**	$ no bid	$ 822,222.00 (low bid unit 1)
Insituform	$ no bid	$ 178,834.50	$ **178,834.50** (low bid unit 2)
Suncoast	$ no bid	$ 247,547.00	$ 247,547.00
Combined Low bid:	$ 822,222.00	$ 178,834.50	$1,001,056.50
Engineer's Estimate	$1,060,887.00	$ 226,720.00	$1,287,607.00

DISCUSSION

RJN Group, the Engineer, recommends award; their letter so stating is attached, as is the bid tab. Arkansas Natural Resources Commission (ANRC) will also complete their review prior to City Council consideration.

T-G Excavating and Insituform have both completed a many difficult sewer rehabilitation projects in Fayetteville. They are excellent contractors who have completed all jobs to the City's satisfaction.

BUDGET IMPACT

Funds are available within the Fiscal Year 2007 Sanitary Sewer Rehabilitation Project. This contract will be funded by a combination of Water/Sewer funding, Farmington funds (as required in the Fayetteville-Farmington Wastewater Service Agreement), and EPA STAG grant funds administered by the ANRC. Fayetteville's obligation is $605,978.75 while Farmington's is $395,077.75. Fayetteville received a STAG grant for 2005 in the amount of $481, 200. A budget adjustment in the amount of $395, 077.75 is attached to account for Farmington's portion.

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #07-41 AND APPROVING CONTRACTS WITH T-G EXCAVATING, INC. IN THE AMOUNT OF $822,222.00 AND A CONTINGENCY IN THE AMOUNT OF $41,000.00 AND WITH INSITUFORM TECHNOLOGIES, INC. IN THE AMOUNT OF $178,834.50 AND A CONTINGENCY IN THE AMOUNT OF $9,000.00 FOR CONSTRUCTION OF THE FARMINGTON SANITARY SEWER REHABILITATION; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $395,000.00 TO ACCEPT FUNDS FROM THE CITY OF FARMINGTON.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-41 and approves contracts with T-G Excavating, Inc. in the amount of $822,222.00 and a contingency in the amount of $41,000.00 and with Insituform Technologies, Inc. in the amount of $178,834.50 and a contingency in the amount of $9,000.00 for construction of the Farmington Sanitary Sewer Rehabilitation. Copies of the contracts, marked Exhibit "A," are attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of $395,000.00 to accept funds from the City of Farmington.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: 5/15/2007
P.O Number:	Expected Delivery Date:
Vendor #: 1454	Vendor Name: Insituform Technologies, Inc.
Mail Yes:__ No: XX	
Address: PO Box 842359	Fob Point:
Taxable Yes:__ No: XX	Quotes Attached Yes: XX No:____
City: Dallas	State: TX
Zip Code: 75284-2359	Ship to code:
Divison Head Approval:	
Requester: Shannon Jones	Requester's Employee #: 2689
Extension: 452	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Farmington Sanitary Sewer Rehabilitation	1	EA	178,834.50	$178,834.50	5400.5700.5815.00	2017.0501		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$178,834.50
Tax:	$0.00
Total:	$178,834.50

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: 5/15/2007
P.O Number:	Expected Delivery Date:
Mail Yes:__ No: XX	
Taxable Yes:__ No: XX	Quotes Attached Yes: XX No:
Divison Head Approval:	
Extension: 452	

Vendor #: 6779	Vendor Name: T-G Excavating, Inc.		
Address: 26016 East Admiral Place		Fob Point:	
City: Catoosa	State: OK	Zip Code: 74015	Ship to code:
Requester: Shannon Jones		Requester's Employee #: 2689	

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Farmington Sanitary Sewer Rehabilitation	1	EA	822,222.00	$822,222.00	5400.5700.5815.00	2017.0501		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$822,222.00
Tax:	$0.00
Total:	$822,222.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Bid # 0041
T-G Excavating
Page 5 of 04
Revised 8/17/03
A.6

rjngroup

Excellence through Ownership

www.rjn.com

May 10, 2007

Mr. David Jurgens, P.E.
Director Water and Wastewater
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Subject: Bid 07-41
Farmington Main Replacement and Rehabilitation
RJN# 18-1959-01

Dear Mr. Jurgens:

RJN Group, Inc. has reviewed and processed the Contractor Bids for the above referenced project. Attached is the bid tabulation for each of the bidders. The low bidder for Unit 1 is T-G Excavating, Inc. with a bid amount of $822,222.00. The low bidder for Unit 2 is Insituform Technologies with a bid amount of $178,834.50.

Both T-G Excavating, Inc. and Insituform Technologies have completed multiple projects for the City of Fayetteville. Their work has been excellent and completed on time. We therefore recommend award of Unit 1 contract to T-G Excavating, Inc. and Unit 2 to Insituform Technologies.

Should you have any further questions, please call me at (972) 437-4300.

Very truly yours,

RJN GROUP, INC.

Hugh M. Kelso
Vice President

HMK/kb/18-1959-01
Enclosure

12160 Abrams Road, Suite 400 • Dallas, TX 75243 • 972.437.4300 • fax 972.437.2707

CITY OF FAYETTEVILLE
FARMINGTON SANITARY SEWER REPLACEMENT AND REHABILITATION
BID #07-41

BID OPENING : MAY 8, 2007					T-G EXCAVATING	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RJN ESTIMATE	UNIT	TOTAL
	UNIT 1					
	LINE REPLACEMENTS					
1	48" STANDARD MANHOLE, 0'-6' DEEP	EA	1	$3,000.00	$6,000.00	$6,000.00
2	8" SEWER PIPE INSTALLATION BY OPEN CUT (0-6 FEET)	LF	1,363	$207,176.00	$110.00	$149,930.00
3	8" SEWER PIPE INSTALLATION BY OPEN CUT (6-10 FEET)	LF	2,088	$334,080.00	$120.00	$250,560.00
4	TRENCH SAFETY	LF	3,451	$3,451.00	$1.00	$3,451.00
5	8" SEWER PIPE BY TRENCHLESS PIPE ENLARGEMENT, ALL DEPTHS	LF	204	$28,560.00	$105.00	$21,420.00
6	4" SERVICE LATERAL FOR LINE OPEN CUT	EA	48	$57,600.00	$1,000.00	$48,000.00
7	SERVICE LATERAL EXTENSION (> 8 FEET IN LENGTH)	LF	432	$34,560.00	$40.00	$17,280.00
8	4" SERVICE LATERAL CLEANOUT	EA	48	$12,000.00	$450.00	$21,600.00
9	CLAY DAM	EA	11	$11,000.00	$600.00	$6,600.00
10	CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT	SY	102	$12,240.00	$50.00	$5,100.00
11	ASPHALT PAVEMENT REMOVAL/REPLACEMENT	SY	637	$95,550.00	$60.00	$38,220.00
12	ROCK RIP RAP (INCLUDING GROUT)	CY	6	$720.00	$110.00	$660.00
13	REMOVE AND REPLACE EXISTING 12" RCP	EA	1	$1,700.00	$4,000.00	$4,000.00
14	ROCK EXCAVATION	CY	20	$4,000.00	$200.00	$4,000.00
15	POINT REPAIR REMOVAL OF OBSTRUCTIONS OR SAGS	LF	50	$5,000.00	$150.00	$7,500.00
16	SURFACE VIDEO DOCUMENTATION	LS	1	$4,100.00	$5,000.00	$5,000.00
17	EROSION CONTROL	LS	1	$14,000.00	$6,000.00	$6,000.00
18	TRAFFIC CONTROL	LS	1	$8,000.00	$10,000.00	$10,000.00
19	TREE PROTECTION AND PRUNING	LS	1	$5,000.00	$5,000.00	$5,000.00
20	MISC. CONCRETE PLACEMENT	CY	5	$1,000.00	$200.00	$1,000.00
	SUBTOTAL - LINE REPLACEMENTS			**$842,737.00**		**$611,321.00**
	POINT REPAIRS					
2301	REPLACE 10 LF OF 6" VCP FROM 0+70 TO 0+80 WITH 6"PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2302	REPLACE 10 LF OF 6" VCP FROM 1+95 TO 2+05 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2303	REPLACE 10 LF OF 6" VCP FROM 0+20 TO 0+30 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2304	REPLACE 10 LF OF 6" VCP FROM 1+05 TO 1+15 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2305	REPLACE 10 LF OF 6" VCP FROM 1+65 TO 1+75 WITH 6" PVC PIPE	LS	1	$2,500.00	$5,000.00	$5,000.00
2306	REPLACE 10 LF OF 6" VCP FROM 0+33 TO 0+43 WITH 6" PVC PIPE	LS	1	$4,000.00	$3,000.00	$3,000.00
2307	REPLACE 10 LF OF 6" VCP FROM 0+52 TO 0+62 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2308	REPLACE 10 LF OF 6" VCP FROM 0+80 TO 0+90 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,500.00	$3,500.00
2309	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2310	REPLACE 10 LF OF 6" VCP FROM 1+80 TO 1+90 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2311	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2312	REPLACE 10 LF OF 6" VCP FROM 0+70 TO 0+80 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2313	REPLACE 10 LF OF 6" VCP FROM 0+50 TO 0+60 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00

CITY OF FAYETTEVILLE
FARMINGTON SANITARY SEWER REPLACEMENT AND REHABILITATION
BID #07-41

BID OPENING : MAY 8, 2007					T-G EXCAVATING	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RJN ESTIMATE	UNIT	TOTAL
	UNIT 1					
2314	REPLACE 10 LF OF 6" VCP FROM 1+50 TO 1+60 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,500.00	$3,500.00
2315	REPLACE 15 LF OF 6" VCP FROM 0+00 TO 0+15 WITH 6" PVC PIPE	LS	1	$3,750.00	$3,900.00	$3,900.00
2316	REPLACE 10 LF OF 6" VCP FROM 1+05 TO 1+15 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2317	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$4,000.00	$4,000.00
2318	REPLACE 10 LF OF 6" VCP FROM 1+95 TO 2+05 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2319	REPLACE 10 LF OF 6" VCP FROM 1+70 TO 1+80 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,500.00	$3,500.00
2320	REPLACE 10 LF OF 6" VCP FROM 2+95 TO 3+05 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2321	REPLACE 10 LF OF 8" VCP FROM 0+00 TO 0+10 WITH 8" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2322	REPLACE 10 LF OF 8" VCP FROM 0+00 TO 0+10 WITH 8" PVC PIPE	LS	1	$2,500.00	$3,500.00	$3,500.00
2323	REPLACE 10 LF OF 6" VCP FROM 0+30 TO 0+40 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2324	REPLACE 10 LF OF 6" VCP FROM 1+55 TO 1+65 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2325	REPLACE 10 LF OF 6" VCP FROM 1+80 TO 1+90 WITH 6" PVC PIPE	LS	1	$3,000.00	$2,000.00	$2,000.00
2326	REPLACE 10 LF OF 8" VCP FROM 1+10 TO 1+20 WITH 8" PVC PIPE	LS	1	$2,750.00	$5,000.00	$5,000.00
2327	REPLACE 10 LF OF 6" VCP FROM 1+60 TO 1+70 WITH 6" PVC PIPE	LS	1	$2,750.00	$2,000.00	$2,000.00
2328	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$3,750.00	$3,500.00	$3,500.00
2329	REPLACE 10 LF OF 8" VCP FROM 2+50 TO 2+60 WITH 8" PVC PIPE	LS	1	$2,750.00	$5,000.00	$5,000.00
2330	REPLACE 15 LF OF 6" VCP FROM 0+60 TO 0+75 WITH 6" PVC PIPE	LS	1	$3,750.00	$3,500.00	$3,500.00
2331	REPLACE 10 LF OF 6" VCP FROM 1+05 TO 1+15 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2332	REPLACE 10 LF OF 6" VCP FROM 2+15 TO 2+25 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2333	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2334	REPLACE 10 LF OF 6" VCP FROM 2+23 TO 2+33 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2335	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2336	REPLACE 10 LF OF 6" VCP FROM 1+25 TO 1+35 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2337	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2338	REPLACE 10 LF OF 6" VCP FROM 1+15 TO 1+25 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2339	REPLACE 10 LF OF 6" VCP FROM 1+18 TO 1+28 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2340	REPLACE 10 LF OF 6" VCP FROM 0+68 TO 0+78 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2341	REPLACE 10 LF OF 6" VCP FROM 2+51 TO 2+61 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2342	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2343	REPLACE 15 LF OF 6" VCP FROM 1+15 TO 1+30 WITH 6" PVC PIPE	LS	1	$3,750.00	$6,000.00	$6,000.00
2344	REPLACE 43 LF OF 6" VCP FROM 1+75 TO 2+18 WITH 6" PVC PIPE	LS	1	$12,000.00	$5,500.00	$5,500.00
2346	REPLACE 10 LF OF 6" VCP FROM 3+03 TO 3+13 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2347	REPLACE 10 LF OF 6" VCP FROM 0+34 TO 0+44 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2348	REPLACE 10 LF OF 6" VCP FROM 0+95 TO 1+05 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2349	REPLACE 10 LF OF 6" VCP FROM 1+40 TO 1+50 WITH 6" PVC PIPE	LS	1	$3,750.00	$3,500.00	$3,500.00
2350	REPLACE 10 LF OF 6" VCP FROM 0+40 TO 0+50 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2351	REPLACE 10 LF OF 6" VCP FROM 3+07 TO 3+17 WITH 6" PVC PIPE	LS	1	$3,750.00	$5,000.00	$5,000.00
2352	REPLACE 10 LF OF 6" VCP FROM 0+60 TO 0+70 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2353	REPLACE 10 LF OF 6" VCP FROM 2+75 TO 2+85 WITH 6" PVC PIPE	LS	1	$2,500.00	$3,000.00	$3,000.00
2354	REPLACE 10 LF OF 6" VCP FROM 3+70 TO 3+80 WITH 6" PVC PIPE	LS	1	$4,000.00	$2,000.00	$2,000.00

CITY OF FAYETTEVILLE
FARMINGTON SANITARY SEWER REPLACEMENT AND REHABILITATION
BID #07-41

BID OPENING : MAY 8, 2007					T-G EXCAVATING	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RJN ESTIMATE	UNIT	TOTAL
	UNIT 1					
2355	REPLACE 10 LF OF 6" VCP FROM 0+84 TO 0+94 WITH 6" PVC PIPE	LS	1	$3,500.00	$5,000.00	$5,000.00
2356	REPLACE 10 LF OF 6" VCP FROM 1+22 TO 1+32 WITH 6" PVC PIPE	LS	1	$3,650.00	$5,000.00	$5,000.00
2357	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2358	REPLACE 10 LF OF 6" VCP FROM 0+46 TO 0+56 WITH 6" PVC PIPE	LS	1	$3,750.00	$5,000.00	$5,000.00
2359	REPLACE 15 LF OF 6" VCP FROM 0+00 TO 0+15 WITH 6" PVC PIPE	LS	1	$6,000.00	$3,500.00	$3,500.00
2360	REPLACE 10 LF OF 6" VCP FROM 0+00 TO 0+10 WITH 6" PVC PIPE	LS	1	$3,750.00	$5,000.00	$5,000.00
2361	REPLACE 10 LF OF 6" VCP FROM 0+52 TO 0+62 WITH 6" PVC PIPE	LS	1	$2,500.00	$2,000.00	$2,000.00
2362	REPLACE 15 LF OF 6" VCP FROM 0+00 TO 0+15 WITH 6" PVC PIPE	LS	1	$3,750.00	$2,400.00	$2,400.00
2363	REPLACE 10 LF OF 6" VCP FROM 0+90 TO 1+00 WITH 6" PVC PIPE AND INSTALL CLAY DAM AT 1+00	LS	1	$4,000.00	$2,000.00	$2,000.00
2364	REPLACE 10 LF OF 6" VCP FROM 2+05 TO 2+15 WITH 6" PVC PIPE AND INSTALL CLAY DAM AT 2+15	LS	1	$2,500.00	$2,000.00	$2,000.00
2365	REPLACE 10 LF OF 6" VCP FROM 1+18 TO 1+28 WITH 6" PVC PIPE	LS	1	$3,750.00	$4,401.00	$4,401.00
2366	REPLACE 10 LF OF 6" VCP FROM 0+37 TO 0+47 WITH 6" PVC PIPE	LS	1	$3,750.00	$3,500.00	$3,500.00
A1	ADDITIONAL PIPE FOR POINT REPAIRS (AS DIRECTED BY ENGINEER)	LF	20	$2,000.00	$200.00	$4,000.00
A2	CLAY DAM	EA	2	$2,000.00	$600.00	$1,200.00
A3	SERVICE LATERAL EXTENSION	LF	100	$15,000.00	$40.00	$4,000.00
	SUBTOTAL - POINT REPAIRS			**$216,150.00**		**$210,901.00**
	TOTAL UNIT 1			**$1,058,887.00**		**822,222.00**
	ADDENDUM 1 AKNOWLEDGMENT					YES
	ADDENDUM 2 AKNOWLEDGMENT					YES
	BID BOND					YES
	UNIT 1 BID			$1,058,887.00		$822,222.00
	UNIT 2 BID			$226,720.00		no bid
	TOTAL			**$1,285,607.00**		**$822,222.00**

CITY OF FAYETTEVILLE
FARMINGTON SANITARY SEWER REPLACEMENT AND REHABILITATION
BID #07-41

BID OPENING : MAY 8, 2007					INSITUFORM TECHNOLOGIES	
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	RJN ESTIMATE	UNIT	TOTAL
	CIP LINER					
	UNIT 2					
3001	INSTALL 6" CIPP LINING (5 SERVICES)	LS	1	$12,000.00	$9,150.00	$9,150.00
3002	INSTALL 6" CIPP LINING (2 SERVICES)	LS	1	$10,000.00	$7,625.00	$7,625.00
3003	INSTALL 6" CIPP LINING (2 SERVICES)	LS	1	$14,400.00	$10,980.00	$10,980.00
3004	INSTALL 6" CIPP LINING (4 SERVICES)	LS	1	$15,040.00	$11,468.00	$11,468.00
3005	INSTALL 6" CIPP LINING (7 SERVICES)	LS	1	$14,720.00	$11,224.00	$11,224.00
3006	INSTALL 6" CIPP LINING (3 SERVICES)	LS	1	$15,800.00	$12,047.50	$12,047.50
3007	INSTALL 6" CIPP LINING (NO SERVICES)	LS	1	$7,920.00	$6,039.00	$6,039.00
3008	INSTALL 6" CIPP LINING (5 SERVICES)	LS	1	$6,600.00	$5,032.50	$5,032.50
3009	INSTALL 6" CIPP LINING (5 SERVICES)	LS	1	$14,680.00	$11,193.50	$11,193.50
3010	INSTALL 6" CIPP LINING (1 SERVICE)	LS	1	$13,760.00	$10,492.00	$10,492.00
3011	INSTALL 6" CIPP LINING (4 SERVICES)	LS	1	$13,320.00	$10,156.50	$10,156.50
3012	INSTALL 6" CIPP LINING (2 SERVICES)	LS	1	$9,880.00	$7,533.50	$7,533.50
3013	INSTALL 6" CIPP LINING (2 SERVICES)	LS	1	$9,920.00	$7,564.00	$7,564.00
3014	INSTALL 6" CIPP LINING (4 SERVICES)	LS	1	$14,880.00	$11,346.00	$11,346.00
3015	INSTALL 6" CIPP LINING (7 SERVICES)	LS	1	$12,680.00	$9,668.50	$9,668.50
3016	INSTALL 6" CIPP LINING (5 SERVICES)	LS	1	$11,000.00	$8,387.50	$8,387.50
3017	INSTALL 6" CIPP LINING (NO SERVICES)	LS	1	$2,200.00	$1,677.50	$1,677.50
3018	INSTALL 6" CIPP LINING (2 SERVICES)	LS	1	$7,880.00	$6,008.50	$6,008.50
3019	INSTALL 6" CIPP LINING (5 SERVICES)	LS	1	$10,960.00	$8,357.00	$8,357.00
3020	INSTALL 6" CIPP LINING (1 SERVICES)	LS	1	$4,160.00	$4,368.00	$4,368.00
3021	INSTALL 6" CIPP LINING (1 SERVICES)	LS	1	$4,920.00	$5,166.00	$5,166.00
3022	INTERNAL REINSTATEMENT OF SERVICE LATERAL	EA	67		$50.00	$3,350.00
	TOTAL - UNIT 2 BID			**226,720.00**		**$178,834.50**
	ADDENDUM 1 AKNOWLEDGMENT					YES
	ADDENDUM 2 AKNOWLEDGMENT					YES
	BID BOND					YES
	UNIT 1 BID					NO BID
	UNIT 2 BID			$226,720.00		$178,834.50
	TOTALS			**$226,720.00**		**$178,834.50**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we Suncoast Infrastructure Inc.

(hereinafter called the Principal) and Federal Insurance Company

(hereinafter called the Surety), a corporation chartered and existing under the laws of the State of Indiana with its principal office in the City of Warren NJ and authorized to do business in the State of Arkansas are held and firmly bound unto the City of Fayetteville, AR, in the full and just sum of Five Percent of Bid Dollars ($ 5% of bid) good and lawful money of the United States of America, to be paid upon demand of the City of Fayetteville, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by the presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Fayetteville, a Bid for furnishing all labor, materials, equipment and incidentals necessary to perform, as described in these Contract Documents,

WHEREAS, the Contractor desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid is accepte ne Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of form and manner required by the City of Fayetteville, and execute a sufficient and satisfactory contract Performance Bond, Labor and Material Bond, and Maintenance Bond, each payable to the City of Fayetteville, in an amount of One Hundred Percent (100%) of the total Contract price in form and with security satisfactory to said City of Fayetteville, then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Fayetteville, upon demand, the amount hereof in good and lawful money of the United States of America not as a penalty but as liquidated damages.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties, must appear on the Treasury Department's most current list "AA" Rating or better) (Circular 570 as amended), and be authorized to transact business in the State of Arkansas.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 8 day of May, 2007.

Suncoast Infrastructure Inc.
Principal

By Richard A. Rula, President (Seal)

Federal Insurance Company
Surety

Ronald L. Andrews (Seal) Attorney In Fact

Countersigned No Longer Required

Local Resident Producing Agent for

Chubb Surety

POWER OF ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Ronald L. Andrews and Susan G. Loflin of Vicksburg, Mississippi**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of **Suncoast Infrastructure, Inc.**

in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **5th day of December, 2006.**

Kenneth C. Wendel, Assistant Secretary

John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **5th** day of **December, 2006** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal

KAREN A. EDER NOTARY PUBLIC NEW JERSEY

KAREN A. EDER
Notary Public, State of New Jersey
No. 2231647
Expires Oct. 28, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 8 day of May, 2007

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@ chubb.com

CITY OF FAYETTEVILLE, AR

UNIT 1 BID

FARMINGTON SEWER REHABILITATION PROJECT

Name of Bidder: _____

Business Address: _____

_____

Phone No: _____

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos.____, ___, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

I. BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

BID SUMMARY – UNIT 1

OPEN CUT CONSTRUCTION OF SANITARY SEWERS	$_____
SUBTOTAL POINT REPAIRS	$_____
TOTAL	$_____

_____
(IN WRITING)

It is understood and agreed by the undersigned that the City of Fayetteville reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the City of Fayetteville. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

CITY OF FAYETTEVILLE, AR

UNIT 2 BID

FARMINGTON SEWER REHABILITATION PROJECT

Name of Bidder: Suncoast Infrastructure, Inc.

Business Address: P.O. Box 397

Florence, MS 39073

Phone No: 601-420-9682

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, 2, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

PROJECT LOCATIONS CAN BE FOUND IN THE BACK OF THE CONTRACT DOCUMENTS.

I. BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

CURED-IN-PLACE LINING OF SANITARY SEWERS

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3001	1 LS	300 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Thirteen Thousand Sixty Dollars & zero Cents per LS	$13,060.00	$13,060.00
3002	1 LS	250 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten Thousand Eight Hundred Eighty Dollars & zero Cents per LS	$10,880.00	$10,880.00
3003	1 LS	360 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Fifteen Thousand Five Hundred Ninety Dollars & zero Cents per LS	$15,590.00	$15,590.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3004	1 LS	376 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Sixteen thousand two Hundred Ninety Dollars & zero Cents per LS	$16,290.00	$16,290.00
3005	1 LS	368 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Fifteen thousand Nine Hundred Thirty Dollars & zero Cents per LS	$15,930.00	$15,930.00
3006	1 LS	395 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Seventeen thousand Ninety Dollars Dollars & zero Cents per LS	$17,090.00	$17,090.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3007	1 LS	198 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eight Thousand Six Hundred Forty Dollars & Zero Cents per LS	$8,640.00	$8,640.00
3008	1 LS	165 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Seven Thousand Two Hundred Thirty Dollars & Zero Cents per LS	$7,230.00	$7,230.00
3009	1 LS	367 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Fifteen Thousand Eight Hundred Ninety Dollars & Zero Cents per LS	$15,890.00	$15,890.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3010	1 LS	344 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Fourteen Thousand Nine Hundred Twenty Dollars & Zero Cents per LS	$14,920.00	$14,920.00
3011	1 LS	333 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Fourteen Thousand Four Hundred Thirty Dollars & Zero Cents per LS	$14,430.00	$14,430.00
3012	1 LS	247 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten Thousand Seven Hundred Forty Dollars & Zero Cents per LS	$10,740.00	$10,740.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3013	1 LS	248 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten Thousand Seven Hundred Ninety Dollars & Zero Cents per LS	$10,790.00	$10,790.00
3014	1 LS	372 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Sixteen Thousand One Hundred Dollars & Zero Cents per LS	$16,100.00	$16,100.00
3015	1 LS	317 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Thirteen Thousand Seven Hundred Fifty Dollars & Zero Cents per LS	$13,750.00	$13,750.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3016	1 LS	275 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven Thousand Nine Hundred Fifty Dollars & no Cents per LS	$11,950.00	$11,950.00
3017	1 LS	55 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Two Thousand Five Hundred Twenty Dollars & no Cents per LS	$2,520.00	$2,520.00
3018	1 LS	197 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eight Thousand Six Hundred Dollars & no Cents per LS	$8,600.00	$8,600.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3019	1 LS	274 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven Thousand Nine Hundred Dollars & no Cents per LS	$11,900.00	$11,900.00
3020	1 LS	104 LF of 8" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Five Thousand Eighty Dollars & no Cents per LS	$5,080.00	$5,080.00
3021	1 LS	123 LF of 8" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Six Thousand One Hundred Dollars & no Cents per LS	$6,100.00	$6,100.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3022	67 EA	Internal Reinstatement of Service Lateral, Complete in Place for the sum of: One Dollar _____ Dollars & zero Cents per EA	$ 1.00	$ 67.00

SUBTOTAL CIPP LINING OF SANITARY SEWERS $ 247,547.00
Two Hundred Fourty Seven Thousand Five Hundred Fourty Seven Dollars
(IN WRITING)

BID SUMMARY – UNIT 2

CURED-IN-PLACE LINING OF SANITARY SEWERS TOTAL $ 247,547.00
Two Hundred Fourty Seven Thousand Five Hundred Fourty Seven Dollars
(IN WRITING)

It is understood and agreed by the undersigned that the City of Fayetteville reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the City of Fayetteville. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

II. BID CONDITIONS

It is expressly understood and agreed that the preceding total Bid is the basis for establishing the amount of the Bid security on this Bid for Farmington Sewer Rehabilitation Project for the City of Fayetteville, AR, and that this total Bid is not to be construed to be a Lump Sum Bid.

It is further understood that quantities in the bidding schedule for unit price items are approximate only, and that payment of a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the General Conditions, Specifications, or other Contract Documents.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the unit prices for other items listed in the Proposal.

The undersigned has carefully checked the above bidding schedule against the Contract Drawings, Specifications, and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications, and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Arkansas Statutory Performance and Payment Bond, and Maintenance Bond required by the Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within ten (10) days after the date of the notice of award of the Contract, the City of Fayetteville may, at its option, determine that the Bidder has abandoned his Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fayetteville as liquidated damages.

The undersigned agrees to fully complete all work covered by this Bid to the point of substantial completion no later than 130 calendar days from Notice to Proceed. The undersigned further agrees to fully complete all work covered by this Bid to the point of final acceptance by the City of Fayetteville no later than 160 calendar days from Notice to Proceed. If the undersigned fails to complete the work within the contract time, or extension of time granted by the City of Fayetteville for unavoidable delays, then the undersigned shall pay to the City of Fayetteville liquidated damages for each calendar day beyond the day stipulated in the Contract Documents.

II. BID CONDITIONS

It is expressly understood and agreed that the preceding total Bid is the basis for establishing the amount of the Bid security on this Bid for Farmington Sewer Rehabilitation Project for the City of Fayetteville, AR, and that this total Bid is not to be construed to be a Lump Sum Bid.

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There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the unit prices for other items listed in the Proposal.

The undersigned has carefully checked the above bidding schedule against the Contract Drawings, Specifications, and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications, and other Contract Documents.

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III. BID SECURITY

Accompanying this Bid is a Bid Bond in the amount of Five Percent (5%).

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

Accompanying this Bid is a Bid Bond in the amount of 5% of Bid Dollars. ($ _____)

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual

By _____(SEAL)
(Individual's Name)

doing business as_____

Business address: _____

Phone No.: _____

B. A Partnership

By _____
(Firm Name) (SEAL)

_____
(General Partner)

Business address: _____

Phone No.:_____

C. A Corporation

By Suncoast Infrastructure, Inc.
(Corporation Name)

Mississippi
(State of Incorporation)

By Richard A. Rula
(Name of Person Authorized to Sign) Richard A. Rula

President
(Title)

(Corporate Seal)

Attest Mary Beth Harrison
(Secretary)

Business address: P.O. Box 397
Florence, MS 39073

Phone No.: 601-420-9682

D. A Joint Venture

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 8th day of May, 2007.

Mary Beth Harrison
Notary Public

My Commission Expires March 16, 2008

SUBCONTRACTORS

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and

2. The following list includes all subcontractors who will perform work on this contract.

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

Category	Name of Subcontractor	Address	Meets Qualifications
None anticipated at this time			

INSTRUCTIONS TO BIDDERS

A. Examination of Site

Before submitting his Bid, each prospective Bidder shall familiarize himself with the Work, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. He shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the Work. The submission of a Bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment for lack of familiarization.

B. Easements

Portions of the improvements under this project may involve construction on private property for which easements have been secured by the City of Farmington. Work performed on, or use of such easements, shall be subject to the provisions of the easement agreements on file and open to inspection in the office of the City of Farmington.

C. Examination of Bidding Documents

Each Bidder by making his Bid represents that he has read and understands the Bidding Documents. The Bidder shall include in his bid prices any and all costs that may be necessary to complete the work in accordance with the requirements of the Contract Documents.

D. Interpretation of Contract Documents

Questions regarding documents, discrepancies, omissions, or intent of the Specifications or drawings shall be submitted in writing to the City of Fayetteville through the Engineer, at least ten days prior to opening of bids to provide time for issuing and forwarding an addendum. Any interpretation of the Contract Documents will be made only by addendum duly issued or delivered by the City of Fayetteville to each person receiving a set of documents. The City of Fayetteville will not be responsible for any other explanations or interpretations of the Contract Documents.

E. Material Substitution

Each Bidder shall base his Bid upon the materials and equipment as described in the Bidding Documents. The successful Contractor will not be allowed to make any substitutions on his own initiative, but in each instance will be required to obtain authorization from the City of Fayetteville before installing any work in variance with requirements of the Contract Documents.

INSTRUCTIONS TO BIDDERS (Cont.)

F. Approximate Quantities

On all items on which Bids are to be received on a unit price basis the quantities stated in the Bid will not be used in establishing final payment due the Contractor. The quantities stated, on which unit prices are invited, are approximate only. Bids will be compared on the basis of number of units stated in the Bidding Schedule. Payment on the Contract on unit price items will be based on the actual number of units installed in the completed work.

G. Preparation of Bid

All prospective bidders and proposed subcontractors on this contract must demonstrate that they have comparable experience in this type of work for their bid to be considered responsive. Each bidder and subcontractor must show evidence of having successfully completed a minimum of three sewer rehabilitation contracts with construction cost of at least $1,000,000 each during the last three years.

Bids submitted by prospective bidders who do not show demonstrated qualifications will be considered nonresponsive and will be rejected.

Only bids which are made out on the Bid Form included in this document will be considered. The Bid Form must not be separated from this document. Amounts are to be shown in both words and figures where indicated. In case of discrepancy between words and figures the words shall prevail, unless it clearly appears in City of Fayetteville's opinion that the words rather than the figures are in error. If any portion of the Bid is required to be given in unit prices and totals and a discrepancy exists between the unit price totals, the unit prices shall prevail, unless it clearly appears in City of Fayetteville's opinion that the unit prices rather than the total are in error. If a discrepancy exists between the total base Bid and the true sum of the individual Bid items, the true sum shall prevail. A Bid will be rejected if it does not contain a price for each and every item named in the bidding schedule. Bidders are warned against making any erasures or alterations of any kind, and Bids which contain omissions, erasures, conditions, alterations, or additions not called for may be rejected. If a deficiently prepared bid is not rejected, the City of Fayetteville may demand correction of any deficiency and award the Contract to the bidder upon satisfactory compliance with the Instructions.

INSTRUCTIONS TO BIDDERS (Cont.)

H. Signing of Bid

If the Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth together with the signatures of all the partners. If Bidder is an individual, his signature shall be inscribed. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney must be on file with the City of Fayetteville prior to opening Bids or submitting Bids; otherwise, the Bid may be regarded as irregular.

I. Bid Security

No Bid will be considered unless accompanied by a Bid security as defined in the Invitation to Bid, as a guarantee that if the Bid is accepted the Bidder will execute the Agreement and file bonds and insurance as required by the Contract Documents within 10 days from the date of the award of the Contract. For the bid bond to be acceptable, the name of the surety company issuing said bond shall be licensed to do business in the State of Arkansas and shall be included on the current U.S. Treasury list of acceptable sureties, and the amount of the bond written by any one acceptable company shall not exceed the amount shown on the Treasury list for that company.

J. Return of Bid Securities

The security of the two lowest Bidders will be returned after the execution of the agreement with the successful Bidder and the approval of his bonds and insurance. The security of all other Bidders will be returned promptly after the Bids have been opened and reviewed by the City of Fayetteville. If all Bids are rejected the securities will be returned at the time of rejection.

K. Agreement, Bonds, Insurance

The attention of Bidders is specifically directed to the forms of agreement and bonds to be executed and types of insurance to be taken out in the event a contract award is made.

INSTRUCTIONS TO BIDDERS (Cont.)

L. Designation of Subcontractors

Each bidder shall list on the form included in these documents the names and addresses of all subcontractors who will perform work or labor or render service to the Bidder on or about the construction site in an amount in excess of five percent of the Bidder's total base Bid. Each Bidder shall show on the form the portion of the work to be done by each subcontractor. The Contractor shall be required to perform a minimum of thirty (30) percent of the contract amount with his own crews.

M. Bid Submittal

1. Each Bid, properly signed, together with the Bid security and all documents bound herewith, shall be enclosed in a sealed envelope addressed and entitled as specified in the Invitation to Bid and delivered to the office designated in the Invitation to Bid.

2. Each Bidder shall submit with his Bid one copy of Volume I of the Contract Documents with all Addendum and the "Subcontractors" form contained in this document.

N. Withdrawal of Bid

Any Bid may be withdrawn at any time prior to the hour fixed in the Invitation to Bid for the opening of Bids, provided that a request in writing, executed by the Bidder, or his duly authorized representative, for the withdrawal of such Bid is filed with the City of Fayetteville prior to the time specified for opening of Bids. The withdrawal of a Bid will not prejudice the right of a Bidder to file a new Bid.

O. Qualification of Bidders

1. It is the intention of the City of Fayetteville to award a Contract only to a Bidder who furnishes satisfactory evidence that he has the requisite experience and ability and that he has sufficient capital, facilities, and plant to enable him to prosecute the work successfully and promptly, and to complete the work within the time specified in the Contract Documents.

2. Each Bidder shall submit with his Bid the executed Bidder's "Statement of Experience" form, "Statement of Commitment", and "Qualification Statement" form contained in this document.

INSTRUCTIONS TO BIDDERS (Cont.)

3. The City of Fayetteville reserves the right to require the three lowest Bidders to file proof within seven (7) calendar days of the Bid opening of their ability to finance and execute the project. This proof shall include, but not be limited to, a financial statement certified by a CPA for the last three years, a list of equipment owned by Bidder, a backlog of jobs under contract and amounts, and a record of successful completion of similar projects.

4. The successful bidder shall conform to the Rules and Regulations of Arkansas Department of Finance and Administration concerning nonresident contractor's notice and bond requirements.

5. The prospective bidders must meet the statutorily prescribed requirements before Award of Contract by the City of Fayetteville.

6. In order to perform public work, the successful Bidder shall, as applicable, hold at time of Bid Opening, such Contractor's and Business Licenses as required by State statutes and the Rules and Regulations of the Arkansas Contractor's Licensing Board.

P. Disqualification of Bidders

More than one Bid for the same work described in this document from an individual, firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is interested. If there is reasonable grounds for believing that collusion exists among the Bidders, the Bids of the participants in such collusion will not be considered.

Q. Penalty for Collusion

If at any time it shall be found that the person, firm, or corporation to whom the Contract has been awarded has, in presenting any Bid or Bids, colluded with any other party or parties, then the Contract so awarded shall be null and void, and the Contractor and his sureties shall be liable to the City of Fayetteville for all loss or damage which the City of Fayetteville may suffer thereby, and the City of Fayetteville may advertise for new Bids for said work.

INSTRUCTIONS TO BIDDERS (Cont.)

R. License

Each Bidder shall possess state and local licenses as are required by law, and shall furnish satisfactory proof to the City of Fayetteville upon request that the licenses are in effect during the entire period of the Contract.

S. Preconstruction Conference

A preconstruction conference shall be held after the time of the Contract award and before the Notice to Proceed to discuss the responsibility of each party in the project and to clarify any questions. Representatives of the Contractor shall be required to attend the conference.

T. Bid Opening

Bids will be opened and the prices bid will be read aloud publicly at the time and place indicated in the Invitation to Bid. Bidders or their agents are invited to be present. All bids shall remain open for a period of 90 days after Bids are opened, but City of Fayetteville may, at its sole discretion, release any Bid and return the Bid security at any time prior to that date.

U. Award of Contract

1. The City of Fayetteville shall award a contract to the Bidder whom, in the City of Fayetteville's judgement, is the lowest responsive, responsible Bidder. The City of Fayetteville reserves the right to reject all Bids, to waive informalities, and to reject nonconforming, nonresponsive, or conditional Bids.

2. In evaluating Bids, City of Fayetteville shall consider the qualifications of the Bidders whether or not the Bids comply with the prescribed requirements, and alternatives and unit prices if requested in the Bid Form. City of Fayetteville may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment), and may reject the Bid of any Bidder who does not pass any such evaluation to City of Fayetteville's satisfaction.

3. A responsive Bidder shall be one who has responded accurately to all requirements of these Contract Documents and the preparation and submission of his Bid. If any alterations, erasures or changes are made to the printed Bid Form, the Bid shall be considered nonresponsive.

INSTRUCTIONS TO BIDDERS (Cont.)

4. The City of Fayetteville reserves the right to accept and incorporate corrections, clarifications or modifications following bid opening when to do so would not, in the City of Fayetteville's opinion, prejudice the bidding process or create any improper advantage to any bidder; and to waive irregularities and informalities in any proposal submitted or in the bidding process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities and bidders should not rely upon, or anticipate, such waivers in submitting their proposals.

5. If the Contract is awarded, City of Fayetteville shall give the apparent successful Bidder a Notice to Proceed within ten (10) days after council approval.

V. Effective Date of Award

If a Contract is awarded by the City of Fayetteville, such award shall be effective when formal notice of such award, signed by the authorized representative of the City of Fayetteville, has been delivered to the intended awardee, by some officer or agent of the City of Fayetteville duly authorized to give such notice or received by mail at the main business address shown on his Bid.

W. Execution of Agreement

Contractor shall deliver a signed Contract to the City of Fayetteville within seven days of bid opening. Contractor must submit required bonds and insurance within ten days of Notice of Award by the City. Effective date of bonds shall be the same or later than the date of Agreement. The City of Fayetteville will within ten days from receipt of acceptable Performance Bonds and Agreement (signed by Contractor) sign the Agreement and return to the Contractor an executed duplicate of the Agreement.

X. Failure to Execute Agreement and File Bonds and Insurance

Failure of a successful Bidder to execute the Agreement and file required bonds and insurance within the required time shall be just cause for the annulment of the awards. On failure of a successful Bidder to execute the Agreement and file the required bonds and insurance within the required time, he shall forfeit his Bid security as agreed hereinbefore. Upon annulment of an award as aforesaid, the City of Fayetteville may then award a Contract to the next lowest responsible Bidder.

INSTRUCTIONS TO BIDDERS (Cont.)

Y. Payment for Excess Costs and Liquidated Damages

The successful Contractor will be required to pay for excess cost of field engineering and inspection and liquidated damages as defined in the General Conditions of the Contract, if extensions of time are not granted by City of Fayetteville because of avoidable delays as defined in the General Conditions of the Contract.

Z. Commencement and Completion of Work

The Notice to Proceed shall be issued within ten days of the execution of the Agreement by the City of Fayetteville.

The successful Bidder shall commence work within ten calendar days from and after the issuance by the City of Fayetteville of a written Notice to Proceed, shall substantially complete all work in accordance with the terms and conditions of the Contract Documents no later than 130 calendar days from Notice to Proceed, and shall complete all work in accordance with the terms and conditions of the Contract Documents no later than 160 calendar days from Notice to Proceed. The Notice to Proceed will be issued after receipt of acceptable insurance, bonds, and other required items.

AA. Information Not Guaranteed

1. All information given on the Drawings or in the other Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the City of Fayetteville. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

2. It is agreed and understood that the City of Fayetteville neither warrants nor guarantees that the subsurface or other conditions, natural phenomena, existing pipes or other structures encountered during construction will be the same as those indicated on the Drawings or in the other Contract Documents.

3. It is agreed further and understood that no bidders or contractors shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the City of Fayetteville or the Engineer, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

INSTRUCTIONS TO BIDDERS (Cont.)

BB. Covenant Against Contingent Fees

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Fayetteville shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

CC. Gratuities

1. The City of Fayetteville may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, after notice and hearing, by the City of Fayetteville that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor or any agent or representative of contractor, to any official or employee of the City of Fayetteville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this contract: Provided, that if the existence of the facts upon which the City of Fayetteville makes such findings are in issue, they may be reviewed in proceedings pursuant to Article 30 (Arbitration) of the General Conditions of this contract.

2. In the event this contract is terminated as provided in the paragraph (1) above, the City of Fayetteville shall be entitled:

   a) to pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and

   b) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the City of Fayetteville) which shall be not less than three nor more than ten times the costs incurred by the contractor of providing any such gratuities to any such officer or employee.

3. The rights and remedies of the City of Fayetteville provided in this clause shall not be exclusive and are in additions to any rights and remedies provided by law or under this contract.

INSTRUCTIONS TO BIDDERS (Cont.)

DD. Subcontracts Under Construction Contracts

The award or execution of all subcontracts by a prime contractor and the procurement and negotiation procedures used by such prime contractor in awarding or executing such subcontracts shall comply with:

1. All provisions of State and local law;

2. All provisions of these General Conditions with respect to fraud and other unlawful or corrupt practices; and

3. All provisions of these General Conditions with respect to access to facilities and records and audit of records.

EE. Prevailing Wage Determination

This Determination is included in these Contract Documents and is a part thereof. The Contractor shall post this Determination at the job site in a prominent and easily accessible place.

FF. Freedom of Information Act

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

Mid-Continent Group

MID-CONTINENT CASUALTY • MID-CONTINENT INSURANCE • OKLAHOMA SURETY

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, T-G Excavating, Inc.

As Principal, and the MID-CONTINENT CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Oklahoma, and authorized to do business in the State of Oklahoma as Surety, are held and firmly bound unto the City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

As obligee, in the sum of Five Percent (5%) of the Amount of Bid---------- DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and Truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Farmington Sewer Rehabilitation Project - Unit 1 and Unit 2

According to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the MID-CONTINENT CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 8th day of May, 2007

T-G Excavating, Inc.
Principal(s)
By

MID-CONTINENT CASUALTY COMPANY
By
Jamie Burris
Attorney-in-fact

B-1206 MC

MID-CONTINENT CASUALTY COMPANY
Tulsa, Oklahoma

Know all Men by these presents: That the MID-CONTINENT CASUALTY COMPANY, a corporation of the State of Oklahoma, having its principal office in the city of Tulsa, Oklahoma, pursuant to the following By-Law, which was adopted by the Stockholders of the said Company on March 13th, 1947, to-wit:

"Article IV, Section 7 – The Executive Officers of the Company shall have power and authority to appoint, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one more Resident Vice President, Resident Assistant Secretaries and Attorneys-in-Fact and at any time to remove any such Resident Vice President, Resident Assistant Secretary, or Attorney-in-Fact and revoke the power and authority given him. None of such appointees need be Directors of the Company."

The Company does hereby constitute and appoint Travis E. Brown, Jamie Burris, John Kelly Deer, Vaughn P. Graham, Mark Edward Long, Robbie Loyd, Mark O. Mandeville, Stephen M. Poleman and Michael J. Swenton, individually of TULSA, OK

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as Surety, and as its act and deed, Any and all bonds and undertakings of Suretyship

And the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said MID-CONTINENT CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Tulsa, Oklahoma.

IN WITNESS WHEREOF, MID-CONTINENT CASUALTY COMPANY has executed and attested these presents this 20 day of March 2007

ATTEST:

SARA ANDERSON ASSISTANT SECRETARY — TODD BAZATA VICE PRESIDENT

On this 20 day of March 2007 before me, a Notary Public of the State of Oklahoma in and for the County of Tulsa, came the individual to me personally known to be the officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, said that he is the therein described and authorized officer of the MID-CONTINENT CASUALTY COMPANY aforesaid, and that the seal affixed to the preceding instrument is the corporate of said Company, and the said corporate seal and his signature as such officer were duly affixed to the said instrument by the authority and direction of the said Company, and that Article IV, Section 7, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Tulsa, the day and year first above written.

STATE OF OKLAHOMA }
COUNTY OF TULSA }

Commission # 99009381
My Commission expires 06-07-07

JULIE CALLAHAN Notary Public

I, SARA ANDERSON, Assistant Secretary of MID-CONTINENT CASUALTY COMPANY, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

This certifies that any facsimile or mechanically-produced signature of any officer of the Company and Company seal, wherever appearing upon a power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation this 8th day of May 2007

SARA ANDERSON Assistant Secretary

B-8808-MC

PNPA00-401

CITY OF FAYETTEVILLE, ARKANSAS
FARMINGTON SEWER RE HABILITATION PROJECT
UNIT 1 AND UNIT 2
BID # 07-41
STAG GRANT NO. XP-96606201-STAG-6
ADDENDUM NO. 2
May 3, 2007

TO: ALL PROSPECTIVE BIDDERS

The following changes shall be made part of the Construction Documents for the above project and area as follows:

BID PROPOSAL

Unit 1 Bid Proposal

Replace Unit 1 Bid Proposal with the attached.

Unit 2 Bid Proposal

Replace Unit 2 Bid Proposal with the attached.

Each Bidder shall acknowledge receipt of this Addendum by affixing his signature below, by noting this Addendum on his Bid Form and by attaching this Addendum to his Bid.

_____ (Engineer)

_____

_____

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this Addendum and the Bid submitted is in accordance with information, instructions and stipulations set forth herein.

Bidder: T-G EXCAVATING, INC.

By: [signature]

Date: 5/8/07

CITY OF FAYETTEVILLE, AR

UNIT 1 BID

FARMINGTON SEWER REHABILITATION PROJECT

Name of Bidder: T-G Excavating, Inc.

Business Address: 26016 E. Admiral Place
Catoosa, OK. 74015

Phone No: 918-266-4736

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, 3, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

I. <u>BID SCHEDULE</u>

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

CONSTRUCTION OF SANITARY SEWERS

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
1	1 EA	Construct 48" Standard Manhole, 0'-6' Deep Six Thousand _____ Dollars & _____ Cents per EA	$ 6,000	$ 6,000
2	1,363 LF	8" Sewer Pipe Installation by Open Cut (0'-6' Deep) One Hundred & Ten Dollars & _____ Cents per LF	$ 110.00	$ 149,930
3	2,088 LF	8" Sewer Pipe Installation by Open Cut (6.1'-10' Deep) One Hundred & Twenty Dollars & _____ Cents per LF	$ 120.00	$ 250,560
4	3,451 LF	Trench Safety One _____ Dollars & _____ Cents per LF	$ 1.00	$ 3,451

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
5	204 LF	8" Sewer Pipe by Trenchless Pipe Enlargement, All Depths One Hundred Five Dollars & Cents per LF	$ 105.00	$ 21,420
6	48 EA	4" Service Lateral Connection By Open Cut Construction One Thousand Dollars & Cents per EA	$ 1,000	$ 48,000
7	432 LF	Service Lateral Extension (>8 Feet in Length) Forty Dollars & Cents per LF	$ 40.00	$ 17,280
8	48 EA	4" Service Lateral Cleanout Four Hundred Fifty Dollars & Cents per EA	$ 450.00	$ 21,600

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
9	11 EA	Clay Dam Six Hundred _____ Dollars & _____ Cents per EA	$ 600.00	$ 6,600
10	102 SY	Concrete Driveway Removal and Replacement Fifty _____ Dollars & _____ Cents per SY	$ 50.00	$ 5,100
11	637 SY	Asphalt Pavement Removal and Replacement Sixty _____ Dollars & _____ Cents per SY	$ 60.00	$ 38,220
12	6 CY	Rock Rip Rap (Including Grout) One Hundred & Ten Dollars & _____ Cents per CY	$ 110.00	$ 660

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
13	1 EA	Remove and Replace Existing 12" RCP Four Thousand _____ Dollars & _____ Cents per EA	$ 4,000	$ 4,000
14	20 CY	Rock Excavation Two Hundred _____ Dollars & _____ Cents per CY	$ 200.00	$ 4,000
15	50 LF	Point Repair Removal of Obstructions or Sags One Hundred & Fifty Dollars & _____ Cents per LF	$ 150.00	$ 7,500
16	1 LS	Surface Video Documentation 0.5 percent (maximum) of total base bid Five Thousand _____ Dollars & _____ Cents per LS	$ 5,000	$ 5,000

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
17	1 LS	Erosion Control Six Thousand _____ Dollars & _____ Cents per LS	$ 6,000	$ 6,000
18	1 LS	Traffic Control Ten Thousand _____ Dollars & _____ Cents per LS	$ 10,000	$ 10,000
19	1 LS	Tree Protection and Pruning Five Thousand _____ Dollars & _____ Cents per LS	$ 5,000	$ 5,000
20	5 CY	Concrete Encasement of Sewer Pipe Two Hundred _____ Dollars & _____ Cents per CY	$ 200.00	$ 1,000

SUBTOTAL OPEN CUT CONSTRUCTION OF SANITARY SEWERS $ 611,321.00

Six Hundred & Eleven Thousand Three Hundred & Twenty One
(IN WRITING)

SANITARY SEWERLINE POINT REPAIRS
(per Section D2-11)

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2301	1 LS	Point Repair (Sh. 11) Replace 10 LF of 6" VCP from 0+70 to 0+80 with 6"PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2302	1 LS	Point Repair (Sh. 11) Replace 10 LF of 6" VCP from 1+95 to 2+05 with 6" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2303	1 LS	Point Repair (Sh. 11) Replace 10 LF of 6" VCP from 0+20 to 0+30 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2304	1 LS	Point Repair (Sh. 11) Replace 10 LF of 6" VCP from 1+05 to 1+15 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2305	1 LS	Point Repair (Sh. 11) Replace 10 LF of 6" VCP from 1+65 to 1+75 with 6" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000
PR2306	1 LS	Point Repair (Sh. 12) Replace 10 LF of 6" VCP from 0+33 to 0+43 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2307	1 LS	Point Repair (Sh. 12) Replace 10 LF of 6" VCP from 0+52 to 0+62 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2308	1 LS	Point Repair (Sh. 12) Replace 10 LF of 6" VCP from 0+80 to 0+90 with 6" PVC Pipe Three Thousand Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
PR2309	1 LS	Point Repair (Sh. 12) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6"PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2310	1 LS	Point Repair (Sh. 12) Replace 10 LF of 6" VCP from 1+80 to 1+90 with 6" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2311	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2312	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 0+70 to 0+80 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2313	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 0+50 to 0+60 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2314	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 1+50 to 1+60 with 6" PVC Pipe Three Thousand Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2315	1 LS	Point Repair (Sh. 13) Replace 15 LF of 6" VCP from 0+00 to 0+15 with 6" PVC Pipe Three Thousand Nine Hundred Dollars & _____ Cents per LS	$ 3,900	$ 3,900
PR2316	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 1+05 to 1+15 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2317	1 LS	Point Repair (Sh. 13) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Four Thousand _____ Dollars & _____ Cents per LS	$ 4,000	$ 4,000
PR2318	1 LS	Point Repair (Sh. 14) Replace 10 LF of 6" VCP from 1+95 to 2+05 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2319	1 LS	Point Repair (Sh. 14) Replace 10 LF of 6" VCP from 2+95 to 3+05 with 6" PVC Pipe Three Thousand & Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
PR2320	1 LS	Point Repair (Sh. 14) Replace 10 LF of 8" VCP from 0+00 to 0+10 with 8" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2321	1 LS	Point Repair (Sh. 14) Replace 10 LF of 8" VCP from 0+00 to 0+10 with 8" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2322	1 LS	Point Repair (Sh. 14) Replace 10 LF of 6" VCP from 0+30 to 0+40 with 6" PVC Pipe Three Thousand & Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
PR2323	1 LS	Point Repair (Sh. 15) Replace 10 LF of 6" VCP from 1+55 to 1+65 with 6" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2324	1 LS	Point Repair (Sh. 15) Replace 10 LF of 6" VCP from 1+70 to 1+80 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2325	1 LS	Point Repair (Sh. 15) Replace 10 LF of 6" VCP from 1+80 to 1+90 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2326	1 LS	Point Repair (Sh. 15) Replace 10 LF of 8" VCP from 1+10 to 1+20 with 8" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000
PR2327	1 LS	Point Repair (Sh. 15) Replace 10 LF of 6" VCP from 1+60 to 1+70 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2328	1 LS	Point Repair (Sh. 16) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Three Thousand & Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
PR2329	1 LS	Point Repair (Sh. 16) Replace 10 LF of 8" VCP from 2+50 to 2+60 with 8" PVC Pipe Five Thousand _____ Dollars & _____ Cents per LS	$ 5,000	$ 5,000
PR2330	1 LS	Point Repair (Sh. 16) Replace 15 LF of 6" VCP from 0+60 to 0+75 with 6" PVC Pipe Three Thousand & Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2331	1 LS	Point Repair (Sh. 16) Replace 10 LF of 6" VCP from 1+05 to 1+15 with 6" PVC Pipe Two Thousand Dollars & Cents per LS	$ 2,000	$ 2,000
PR2332	1 LS	Point Repair (Sh. 16) Replace 10 LF of 6" VCP from 2+15 to 2+25 with 6" PVC Pipe Two Thousand Dollars & Cents per LS	$ 2,000	$ 2,000
PR2333	1 LS	Point Repair (Sh. 17) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Two Thousand Dollars & Cents per LS	$ 2,000	$ 2,000
PR2334	1 LS	Point Repair (Sh. 17) Replace 10 LF of 6" VCP from 2+23 to 2+33 with 6" PVC Pipe Three Thousand Dollars & Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2335	1 LS	Point Repair (Sh. 17) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2336	1 LS	Point Repair (Sh. 17) Replace 10 LF of 6" VCP from 1+25 to 1+35 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2337	1 LS	Point Repair (Sh. 18) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2338	1 LS	Point Repair (Sh. 18) Replace 10 LF of 6" VCP from 1+15 to 1+25 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000
PR2339	1 LS	Point Repair (Sh. 18) Replace 10 LF of 6" VCP from 1+18 to 1+28 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000
PR2340	1 LS	Point Repair (Sh. 18) Replace 10 LF of 6" VCP from 0+68 to 0+78 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2341	1 LS	Point Repair (Sh. 18) Replace 10 LF of 6" VCP from 2+51 to 2+61 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000
PR2342	1 LS	Point Repair (Sh. 19) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2343	1 LS	Point Repair (Sh. 19) Replace 15 LF of 6" VCP from 1+15 to 1+30 with 6" PVC Pipe Six Thousand _____Dollars & _____Cents per LS	$ 6,000	$ 6,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2344	1 LS	Point Repair (Sh. 19) Replace 43 LF of 6" VCP from 1+75 to 2+18 with 6" PVC Pipe Five Thousand & Five Hundred Dollars & _____ Cents per LS	$ 5,500	$ 5,500
PR2346	1 LS	Point Repair (Sh. 19) Replace 10 LF of 6" VCP from 3+03 to 3+13 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000
PR2347	1 LS	Point Repair (Sh. 20) Replace 10 LF of 6" VCP from 0+34 to 0+44 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2348	1 LS	Point Repair (Sh. 20) Replace 10 LF of 6" VCP from 0+95 to 1+05 with 6" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2349	1 LS	Point Repair (Sh. 20) Replace 10 LF of 6" VCP from 1+40 to 1+50 with 6" PVC Pipe Three Thousand; Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
PR2350	1 LS	Point Repair (Sh. 20) Replace 10 LF of 6" VCP from 0+40 to 0+50 with 6" PVC Pipe Three Thousand _____ Dollars & _____ Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2351	1 LS	Point Repair (Sh. 20) Replace 10 LF of 6" VCP from 3+07 to 3+17 with 6" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000
PR2352	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 0+60 to 0+70 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2353	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 2+75 to 2+85 with 6" PVC Pipe Three Thousand _____Dollars & _____Cents per LS	$ 3,000	$ 3,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2354	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 3+70 to 3+80 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2355	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 0+84 to 0+94 with 6" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000
PR2356	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 1+22 to 1+32 with 6" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2357	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Two Thousand _____Dollars & _____Cents per LS	$ 2,000	$ 2,000
PR2358	1 LS	Point Repair (Sh. 21) Replace 10 LF of 6" VCP from 0+46 to 0+56 with 6" PVC Pipe Five Thousand _____Dollars & _____Cents per LS	$ 5,000	$ 5,000
PR2359	1 LS	Point Repair (Sh. 22) Replace 15 LF of 6" VCP from 0+00 to 0+15 with 6" PVC Pipe Three Thousand & Five Hundred Dollars & _____Cents per LS	$ 3,500	$ 3,500

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2360	1 LS	Point Repair (Sh. 22) Replace 10 LF of 6" VCP from 0+00 to 0+10 with 6" PVC Pipe Five Thousand _____ Dollars & _____ Cents per LS	$ 5,000	$ 5,000
PR2361	1 LS	Point Repair (Sh. 22) Replace 10 LF of 6" VCP from 0+52 to 0+62 with 6" PVC Pipe Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2362	1 LS	Point Repair (Sh. 22) Replace 15 LF of 6" VCP from 0+00 to 0+15 with 6" PVC Pipe Two Thousand & Four Hundred Dollars & _____ Cents per LS	$ 2,400	$ 2,400

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2363	1 LS	Point Repair (Sh. 23) Replace 10 LF of 6" VCP from 0+90 to 1+00 with 6" PVC Pipe and Install Clay Dam at 1+00 Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2364	1 LS	Point Repair (Sh. 23) Replace 10 LF of 6" VCP from 2+05 to 2+15 with 6" PVC Pipe and Install Clay Dam at 2+15 Two Thousand _____ Dollars & _____ Cents per LS	$ 2,000	$ 2,000
PR2365	1 LS	Point Repair (Sh. 23) Replace 10 LF of 6" VCP from 1+18 to 1+28 with 6" PVC Pipe Four Thousand Four Hundred & One Dollars & _____ Cents per LS	$ 4,401	$ ~~2,000~~ 4,401 SKH

JOB NO./ PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
PR2366	1 LS	Point Repair (Sh. 23) Replace 10 LF of 6" VCP from 0+37 to 0+47 with 6" PVC Pipe Three Thousand Five Hundred Dollars & _____ Cents per LS	$ 3,500	$ 3,500
A1	20 LF	Additional Pipe for Point Repairs (As Directed by Engineer) Two Hundred Dollars & _____ Cents per LF	$ 200.00	$ 4,000
A2	2 Ea	Clay Dam Six Hundred Dollars & _____ Cents per EA	$ 600.00	$ 1,200
A3	100 LF	Service Lateral Extension (As Directed by Engineer), Complete in Place for the sum of: Forty Dollars & _____ Cents per LF	$ 40.00	$ 4,000

SUBTOTAL POINT REPAIRS $ 210,901.00

Two Hundred Ten Thousand Nine Hundred & One

(IN WRITING)

BID SUMMARY – UNIT 1

OPEN CUT CONSTRUCTION OF SANITARY SEWERS	$ 611,321.00
SUBTOTAL POINT REPAIRS	$ 210,901.00
TOTAL	$ 822,222.00

Eight Hundred Twenty Two Thousand Two Hundred Twenty Two
(IN WRITING)

It is understood and agreed by the undersigned that the City of Fayetteville reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the City of Fayetteville. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

II. BID CONDITIONS

It is expressly understood and agreed that the preceding total Bid is the basis for establishing the amount of the Bid security on this Bid for Farmington Sewer Rehabilitation Project for the City of Fayetteville, AR, and that this total Bid is not to be construed to be a Lump Sum Bid.

It is further understood that quantities in the bidding schedule for unit price items are approximate only, and that payment of a Contract will be made only on the actual quantities of work completed in place, measured on the basis defined in the General Conditions, Specifications, or other Contract Documents.

There shall be no measurement or separate payment for any items not listed and all costs pertaining thereto shall be included in the unit prices for other items listed in the Proposal.

The undersigned has carefully checked the above bidding schedule against the Contract Drawings, Specifications, and other Contract Documents before preparing this Bid and accepts the said quantities to be substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings, Specifications, and other Contract Documents.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Arkansas Statutory Performance and Payment Bond, and Maintenance Bond required by the Conditions of Contract or by law, and to provide all insurance as required by the Contract Documents within ten (10) days after the date of the notice of award of the Contract, the City of Fayetteville may, at its option, determine that the Bidder has abandoned his Contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of Fayetteville as liquidated damages.

The undersigned agrees to fully complete all work covered by this Bid to the point of substantial completion no later than 130 calendar days from Notice to Proceed. The undersigned further agrees to fully complete all work covered by this Bid to the point of final acceptance by the City of Fayetteville no later than 160 calendar days from Notice to Proceed. If the undersigned fails to complete the work within the contract time, or extension of time granted by the City of Fayetteville for unavoidable delays, then the undersigned shall pay to the City of Fayetteville liquidated damages for each calendar day beyond the day stipulated in the Contract Documents.

By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

D. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

E. He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs A through C above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

III. BID SECURITY

Accompanying this Bid is a Bid Bond in the amount of Five Percent (5%).

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

Accompanying this Bid is a Bid Bond in the amount of Five Percent Dollars. ($ 5%)

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

B. A Partnership

By _____
(Firm Name) (SEAL)

_____
(General Partner)

Business address: _____

Phone No.: _____

C. A Corporation

By T-G Excavating, Inc.
(Corporation Name)

Oklahoma
(State of Incorporation)

By SANDRA K. HERRING Sandra K. Herring
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest
(Secretary)

Business address: 26016 E. ADMIRAL Place
Catoosa, OK. 74015

Phone No.:

D. A Joint Venture

By
(Name)

(Address)

By
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 8 day of May, 2007.

Neva Farley-Price
Notary Public

Notary Public Oklahoma
OFFICIAL SEAL
NEVA FARLEY-PRICE
TULSA COUNTY
COMMISSION #01008719
Comm. Exp. 07-26-2009

CITY OF FAYETTEVILLE, AR

UNIT 2 BID

FARMINGTON SEWER REHABILITATION PROJECT

NO BID ON UNIT #2

Name of Bidder: T-G Excavating, Inc.

Business Address: 26016 E. Admiral Place
Catoosa, OK. 74015

Phone No: 918-266-4736

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, 2, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

PROJECT LOCATIONS CAN BE FOUND IN THE BACK OF THE CONTRACT DOCUMENTS.

I. <u>BID SCHEDULE</u>

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

III. BID SECURITY

Accompanying this Bid is a Bid Bond in the amount of Five Percent (5%).

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

Accompanying this Bid is a Bid Bond in the amount of Five Percent Dollars. ($ 5%)

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

B. A Partnership

By _____
(Firm Name) (SEAL)

_____
(General Partner)

Business address: _____

Phone No.: _____

C. A Corporation

By T-G Excavating, Inc.
(Corporation Name)

Oklahoma
(State of Incorporation)

By SANDRA K. HERRING Sandra K. Herring
(Name of Person Authorized to Sign)

PRESIDENT
(Title)

(Corporate Seal)

Attest
(Secretary)

Business address: 26016 E. Admiral Place
Catoosa, OK. 74015

Phone No.: 918-266-4736

D. A Joint Venture

By
(Name)

(Address)

By
(Name)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 8 day of May, 2007.

Neva Farley-Price
Notary Public

Notary Public Oklahoma
OFFICIAL SEAL
NEVA FARLEY-PRICE
TULSA COUNTY
COMMISSION #01008719
Comm. Exp. 07-26-2009

SUBCONTRACTORS

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and

2. The following list includes all subcontractors who will perform work on this contract.

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

Category	Name of Subcontractor	Address	Meets Qualifications
	NO SUBCONTRACTORS NEEDED		

CITY OF FAYETTEVILLE, AR

UNIT 2 BID

FARMINGTON SEWER REHABILITATION PROJECT

Name of Bidder: Insituform Technologies, Inc.

Business Address: 17988 Edison Avenue

Chesterfield, MO 63005

Phone No: 636-530-8000

To: The City of Fayetteville, AR

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications for the above designated work, all other documents referred to or mentioned in the Contract Documents, the Contract Drawings and Specifications, including Addenda Nos. 1, 2, and issued thereto; and he proposes and agrees if this bid is accepted that he will contract with the City of Fayetteville, AR, in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, tools, apparatus, and other means of construction, including utility and transportation services necessary to do all the work and furnish all materials and equipment specified or referred to in the Contract Documents, in the manner and time therein prescribed and according to the requirements of the City of Fayetteville, AR as therein set forth to furnish the Contractor's Bonds and Insurance, and to do all other things required of the Contractor by the Contract Documents, and that he will take in full payment therefor the sums set forth in the following Bid Schedule.

PROJECT LOCATIONS CAN BE FOUND IN THE BACK OF THE CONTRACT DOCUMENTS.

I. BID SCHEDULE

Bidder agrees to perform all the work described in the Contract Document for the following unit prices.

Note: Bids shall include sales tax and all other applicable taxes.

March 2007

Contract Documents

Farmington Sewer Rehabilitation Project
Unit 1 and Unit 2
Farmington, Arkansas

Prepared for the
City of Fayetteville
Fayetteville, Arkansas

prepared by

RJN Group, Inc.
Consulting Engineers
Dallas, Texas

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 8589
THOMAS A. HARRIS

3/27/07

INSTRUCTIONS TO BIDDERS (Cont.)

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

Number	Date	Acknowledge
No. 1	April 30, 2007	
No. 2	May 3, 2007	

BID SUMMARY – UNIT 1

OPEN CUT CONSTRUCTION OF SANITARY SEWERS	$ NO BID
SUBTOTAL POINT REPAIRS	$ NO BID
TOTAL	$ NO BID

(IN WRITING)

It is understood and agreed by the undersigned that the City of Fayetteville reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the City of Fayetteville. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

CURED-IN-PLACE LINING OF SANITARY SEWERS

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3001	1 LS	300 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Nine thousand one hundred fifty Dollars & No Cents per LS	$ 9,150.00	$ 9,150.00
3002	1 LS	250 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Seven thousand six hundred twenty-five Dollars & No Cents per LS	$ 7,625.00	$ 7,625.00
3003	1 LS	360 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten thousand nine hundred eighty Dollars & No Cents per LS	$ 10,980.00	$ 10,980.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3004	1 LS	376 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven thousand four hundred ~~sixty-eight~~ Dollars & No Cents per LS	$11,468.00	$11,468.00
3005	1 LS	368 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven thousand two hundred ~~twenty-four~~ Dollars & No Cents per LS	$11,224.00	$11,224.00
3006	1 LS	395 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Twelve thousand one hundred ~~forty-seven~~ Dollars & fifty Cents per LS	$12,047.50	$12,047.50

Y M	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
)7	1 LS	198 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Six thousand thirty nine Dollars & No Cents per LS	$ 6,039.00	$ 6,039.00
)08	1 LS	165 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Five thousand thirty two Dollars & fifty Cents per LS	$ 5,032.50	$ 5,032.50
009	1 LS	367 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven thousand one hundred ninety three Dollars & fifty Cents per LS	$ 11,193.50	$ 11,193.50

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3010	1 LS	344 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten thousand four hundred ninety two Dollars & No Cents per LS	$10,492.00	$ 10,492.00
3011	1 LS	333 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Ten thousand one hundred fifty six Dollars & fifty Cents per LS	$10,156.50	$ 10,156.50
3012	1 LS	247 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Seven thousand five hundred thirty three Dollars & fifty Cents per LS	$7,533.50	$ 7,533.50

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3013	1 LS	248 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Seven thousand five hundred sixty four Dollars & No Cents per LS	$ 7,564.00	$ 7,564.00
3014	1 LS	372 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eleven thousand three hundred forty six Dollars & No Cents per LS	$ 11,346.00	$ 11,346.00
3015	1 LS	317 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Nine thousand Six hundred sixty eight Dollars & fifty Cents per LS	$ 9,668.50	$ 9,668.50

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3016	1 LS	275 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eight thousand three hundred eighty seven Dollars & fifty Cents per LS	$ 8,387.50	$ 8,387.50
3017	1 LS	55 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: One thousand six hundred seventy seven Dollars & fifty Cents per LS	$ 1,677.50	$ 1,677.50
3018	1 LS	197 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Six thousand eight Dollars & fifty Cents per LS	$ 6,008.50	$ 6,008.50

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3019	1 LS	274 LF of 6" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Eight thousand three hundred fifty seven Dollars & No Cents per LS	$ 8,357.00	$ 8,357.00
3020	1 LS	104 LF of 8" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Four thousand three hundred sixty eight Dollars & No Cents per LS	$ 4,368.00	$ 4,368.00
3021	1 LS	123 LF of 8" Trenchless Rehabilitation of Sanitary Sewer by CIPP Lining, Complete in Place for the sum of: Five thousand One hundred sixty six Dollars & No Cents per LS	$ 5,166.00	$ 5,166.00

PAY ITEM	APPROXIMATE QUANTITY	DESCRIPTION OF ITEMS WITH BID PRICES WRITTEN IN WORDS	UNIT PRICE	AMOUNT BID
3022	67 EA	Internal Reinstatement of Service Lateral, Complete in Place for the sum of: Fifty Dollars & No. Cents per EA	$ 50.00	$3,350.00

SUBTOTAL CIPP LINING OF SANITARY SEWERS $ 178,834.50

One hundred seventy eight thousand eight hundred thirty four Dollars and fifty cents
(IN WRITING)

BID SUMMARY – UNIT 2

CURED-IN-PLACE LINING OF SANITARY SEWERS TOTAL $ 178,834.50

One hundred seventy eight thousand eight hundred thirty four dollars and fifty cents
(IN WRITING)

It is understood and agreed by the undersigned that the City of Fayetteville reserves the unrestricted privilege to reject any or all the foregoing unit prices in this paragraph which it may consider excessive or unreasonable, or to accept any or all of them as unit prices applicable in the event additions to or deduction from the work to be performed on this project are ordered by the City of Fayetteville. Rejection at any time of such Unit Prices for Construction changes shall not otherwise affect the balance of the Bid or Construction Contract. The selection of the lowest bid shall be based on the total amount bid.

By submission of this Bid, the undersigned certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with the proposal:

A. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

D. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

E. He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs A through C above, and as their agent shall so certify; and shall also certify that he has not participated, and will not participate in any action contrary to Paragraphs A through C above.

SUBCONTRACTORS

List of Major Subcontractors

The Bidder expressly agrees that:

1. If awarded a Contract as a result of this Bid, the major subcontractors used in the prosecution of the work will be those listed below, and

2. The following list includes all subcontractors who will perform work on this contract.

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to perform the work required.

Category	Name of Subcontractor	Address	Meets Qualifications
TV & Clean	Arkansas Clean & TV	6625 Brody Lane Little Rock, AR 72204	Yes

III. BID SECURITY

Accompanying this Bid is a Bid Bond in the amount of Five Percent (5%).

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

Accompanying this Bid is a Bid Bond in the amount of Five Percent of the Amount Bid Dollars. ($ 5% of Amount Bid

Note: The total amount of Bid security shall be based on the Total Bid of this Contract.

IV. BIDDER'S SIGNATURE

A. An Individual N/A

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

B. A Partnership N/A

By _____
(Firm Name) (SEAL)

_____
(General Partner)

Business address: _____

Phone No.: _____

C. A Corporation

By Insituform Technologies, Inc.
(Corporation Name)

Delaware
(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

H. Douglas Thomas
Vice President, Special Projects
(Title)

(Corporate Seal)

Attest _____
Joann Smith ~~(Secretary)~~ Contracting & Attesting Officer

Business address: 17988 Edison Avenue
Chesterfield, MO 63005

Phone No.: 636-530-8000

D. A Joint Venture N/A

By _____
(Name)

_____
(Address)

By _____
(Name)

_____
(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Subscribed and sworn to before me this 8th day of May, 2007.

_____
Notary Public

JOANN SMITH
Notary Public - Notary Seal
State of Missouri
St. Louis County
My Commission Expires Sept. 7, 2010
Commission # 06429764

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we Insituform Technologies, Inc. 17988 Edison Avenue, Chesterfield, MO 63005 (hereinafter called the Principal) and Travelers Casualty and Surety Company of America One Tower Square, Hartford, CT 06183-9079 (hereinafter called the Surety), a corporation chartered and existing under the laws of the State of Connecticut with its principal office in the City of Hartford and authorized to do business in the State of Arkansas are held and firmly bound unto the City of Fayetteville, AR, in the full and just sum of Five Percent of the Amount Bid Dollars ($ 5% of bid) good and lawful money of the United States of America, to be paid upon demand of the City of Fayetteville, to which payment well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, and assigns, jointly and severally and firmly by the presents.

WHEREAS, the Principal is about to submit, or has submitted to the City of Fayetteville, a Bid for furnishing all labor, materials, equipment and incidentals necessary to perform, as described in these Contract Documents, Farmington Sewer Rehabilitation Project, Unit 2 Bid 07-41 STAG Grant No. XP-96606201-STAG-6

WHEREAS, the Contractor desires to file this bond in accordance with law, in lieu of a certified bidder's check otherwise required to accompany this Bid.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of award of contract, execute a contract in accordance with the Bid and upon the terms, conditions and price(s) set forth therein, of form and manner required by the City of Fayetteville, and execute a sufficient and satisfactory contract Performance Bond, Labor and Material Bond, and Maintenance Bond, each payable to the City of Fayetteville, in an amount of One Hundred Percent (100%) of the total Contract price in form and with security satisfactory to said City of Fayetteville, then this obligation to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the Principal to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City of Fayetteville, upon demand, the amount hereof in good and lawful money of the United States of America not as a penalty but as liquidated damages.

Surety companies executing Bonds must hold Certificates of Authority as Acceptable Sureties, must appear on the Treasury Department's most current list "AA" Rating or better) (Circular 570 as amended), and be authorized to transact business in the State of Arkansas.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this 8 day of May, 2007.

Insituform Technologies, Inc.
Principal

By _____
H. Douglas Thomas, (Seal) Vice President, Special Projects

Travelers Casualty and Surety Company of America
Surety

_____
Andrew P. Thome (Seal) Attorney-In-Fact

Countersigned _____
Caroline A. Cory

Local Resident Producing Agent for Rebsamen Insurance, 1500 Riverfront Drive
Little Rock, AR 72202

State of Missouri ss:
County of St. Louis

On **May 8, 2007** before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **Andrew P. Thome** known to me to be Attorney-in-Fact of **Travelers Casualty and Surety Company of America** the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

JUSTINE P. WEBER
Notary Public - Notary Seal
State of Missouri
St. Charles County
My Commission Expires Mar. 25, 2011
Commission # 07424174

My Commission Expires _____

Justine P. Weber

Justine P. Weber
Notary Public

360212-6-66

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218407

Certificate No. 001553950

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew P. Thome, Dana A. Dragoy, Justine P. Weber, Kristan L. Lucas, Anne M. Gliedt, Stephanie L. Klearman, Peter J. Mohs, and Helen A. Antoine

of the City of Chesterfield, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of April, 2007.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 3rd day of April, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My commission expires the 30th day of June, 2011.

Marie C. Tetreault, Notary Public

06 Printed in U.S.A.

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8 day of May, 20 0

Kori M. Johanson, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.stpaultravelersbond.com. Please refer to the Attorney-In-Fact number the above-named individuals and the details of the bond to which the power is attached.

BID: 07-41
5/8/2007
1:30 PM
CITY OF FAYETTEVILLE

Fayetteville
ARKANSAS

Bid 07-41, Farmington Sewer Rehab - Unit 1 & 2

	BIDDER	Total Price - Unit 1	Total Price - Unit 2
1	Insituform Technologies, Inc.	No Bid	$178,834.50
2	Suncoast Infrastructure, Inc.	No Bid	$247,547.00
3	T-G Excavating, Inc.	$822,222.00	No Bid

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

CERTIFIED: P Vice — P. VICE PURCH MGR
A. Foren — WITNESS
5/8/07 — DATE

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Water & Wastewater Division: Water & Sewer Maintenance Program: Sewer Mains Construction	Date Requested	Adjustment Number
2007		6-5-07	

Project or Item Added/Increased:

Increase Sewer Improvements account and sanitary sewer rehabilitation by $395,000.

Project or Item Deleted/Reduced:

No decrease. This adjustment is necessary to recognize Farmington cost share in the amount of $395,000.

Justification of this Increase:

This BA is necessary to recognize Farmington cost share revenue in the amount of $395,000. Funds will be used for sewer rehab improvements in Farmington.

Justification of this Decrease:

No decrease. This administrative budget adjustment is necessary to recognize Farmington cost share revenue in the amount of $395,000.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Sewer improvements	5400	5700	5815	00	395,000	02017	0501

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
State/Mani Cost Share	5400	0940	4303	00	395,000	02017	0501

Approval Signatures

Requested By	5/17/07 Date
Budget Manager	5-7-07 Date
Department Director	17 MAY 07 Date
Finance & Internal Services Director	5-21-07 Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

	Initial	Date
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

June 5th, 2007
City Council Meeting Date

Alison Jumper/Connie Edmonston	Parks and Recreation	Operations
Submitted By	Division	Department

Action Required:

A resolution awarding Bid #07-42 and approval of a contract with Midland Construction, Inc. in the amount of $117,332 with a 10% project contingency of $11,733 for a total cost of $129,065. Approval of budget adjustment in the amount of $69,243 for the installation of Gulley Parking and Bioswale.

	$50,000	
$129,065.00	$29,000	Gulley Park Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
4470.9470.5806.00		Sales Tax
2250.9255.5806.00	$ 3,656	Park Improvements
Account Number	Funds Used to Date	Program / Project Category Name
05001.1	$50,000	Sales Tax
05001.1	$25,344	Parks Development
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [x]

Department Director — Date: 5-18-07

City Attorney — Date: 5/21/07

Finance and Internal Service Director — Date: 5-21-07

Mayor — Date: 5/22/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — ENTERED 5.18.07

Received in Mayor's Office — ENTERED 5/22/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
Connie Edmonston, Parks and Recreation Director
From: Alison Jumper, Park Planner
Date: May 18th, 2007
RE: **Gulley Park Bioswale and Parking Project**

RECOMMENDATION

A resolution awarding Bid #07-42 and approval of a contract with Midland Construction, Inc. in the amount of $117,332 with a 10% project contingency of $11,733 for a total cost of $129,065. Approval of budget adjustment in the amount of $69,243 for the installation of Gulley Parking and Bioswale.

BACKGROUND

Gulley Park is one of Fayetteville's flagship parks offering play areas, restrooms and vast open space. Additionally it is the venue of the annual Gulley Park Concert series. The current parking area on Township Road is not adequate to serve the the park users. The Parks and Recreation Division partnered with the University of Arkansas Landscape Architecture Department and the Arkansas Forestry Commission to create a parking area and bioswale project. Students in the Landscape Architecture program along with Mark Boyer, Landscape Architecture Professor, designed a parking area with 30 spaces and three bioswales located on Old Wire Road south of the Gulley house. The project will serve as an educational demonstration for alternative stormwater management and will provide much needed parking for the park.

Through a mutual memorandum of agreement between the Arkansas Forestry Commission, University of Arkansas and the City of Fayetteville, the Commission is providing funding in the amount of $12,000. A portion of this funding will be paid to the University of Arkansas and the remainder will be used for informational signage and vegetation. No funds from the Arkansas Forestry Commission will be received by the City.

DISCUSSION

The project was advertised in the Arkansas Democrat Gazette on March 21st and the bid opened on April 12th, 2006. The bids came in over the amount certified. The project was re-bid on April 20th and opened May 16th. Changes made to the bid include omitting the asphalt paving and concrete curb for the parking lot which the Transportion Divison will construct for $15,522. This is a savings of $17,382 from the original bid. The re-bid includes site preparation and base work for the parking lot, relocation of a portion of asphalt trail, drainage structures and construction of the bioswales including vegetation. There were seven bidders and the low bidder was Midland Construction, Inc. in the amount of $117,332. If approved, the project will begin in June and be completed in September.

BUDGET IMPACT

This project is funded with Parks Development and Sales Tax funds. Total cost of the Gulley Park Bioswale and Parking Lot Project is $144,587 which includes Midland Construction Inc. contract in the amount of $117,332, project contingency of $11,733, and Transportation Division in-house cost of $15,522. The initial budget for this project was $75,344, leaving a deficit of $69,243 which is requested in the budget adjustment.

Attachments:

Bid Tabulation Sheet
Contract
Transportation cost estimate
Memorandum of Agreement with Arkansas Forestry Commission

RESOLUTION NO. _____

A RESOLUTION AWARDING BID #07-42 AND APPROVING A CONTRACT WITH MIDLAND CONSTRUCTION, INC. IN THE AMOUNT OF $117,332.00 FOR THE CONSTRUCTION OF THE GULLEY PARK BIOSWALE AND PARKING LOT PROJECT; APPROVING A 10% PROJECT CONTINGENCY IN THE AMOUNT OF $11,733.00; AND APPROVING A BUDGET ADJUSTMENT IN THE AMOUNT OF $69,243.00

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #07-42 and approves a Contract with Midland Construction, Inc. in the amount of $117,332.00 for the construction of the Gulley Park Bioswale and Parking Lot Project. A copy of the Contract, marked Exhibit "A," is attached hereto and made a part hereof.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a 10% Project Contingency in the amount of $11,733.00.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment in the amount of $69,243.00.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

BID: 07-42
5/16/2007
2:00 PM
CITY OF FAYETTEVILLE

Fayetteville
ARKANSAS

SCANNED

Bid 07-42, Gulley Park Improvements Re-Bid

	BIDDER	TOTAL BASE BID
1	Fochtman Enterprises, Inc.	$134,457.00
2	Greer Excavating, Inc. (G.E.I.)	$125,453.10
3	Midland Construction, Inc.	$117,331.50
4	Noland Construction, Inc.	$241,043.00
5	Provision Construction, Inc.	$124,693.12
6	Sweetser Construction, Inc.	$131,748.70
7	Tomlinson Asphalt Company, Inc.	$165,306.26

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

CERTIFIED: P Vice — P. VICE PURCH MGR | A. Foren — WITNESS | 5/17/07 — DATE

Section 00 52 13
Agreement

BETWEEN CITY OF FAYETTEVELLE AND CONTRACTOR

THIS AGREEMENT is dated as of the ____day of _____in the year 2007 by and between the City of Fayetteville, Arkansas (hereinafter called CITY OF FAYETTEVILLE) and Midland Construction, Inc. (herein after called CONTRACTOR).

CITY OF FAYETTEVILLE 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 generally consists of the construction of site preparation, bicycle racks, bioswales including trees, shrubs and associated drainage structures for **Gulley Park Improvements Re-bid**; and all items indicated in the Drawings and Specifications.

Article 2. ENGINEER.

The Project has been designed by
Mark Boyer, RLA University of Arkansas and
City of Fayetteville Parks and Recreation Division
1455 South Happy Hollow Road
Fayetteville, Arkansas 72701

Will be hereinafter called PARKS AND RECREATION DIVISION PROJECT MANAGER an who is to act as CITY OF FAYETTEVILLE'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 for Gulley Park Improvements Construction shall be substantially completed within 60 consecutive 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 75 consecutive calendar days after the date when the Contract Time commences to run.
3.2 Liquidated Damages. CITY OF FAYETTEVILLE and CONTRACTOR recognize that time is of the essence of the Agreement and that CITY OF FAYETTEVILLE 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 CITY OF FAYETEVILLE if the Work is not

completed on time. Accordingly, instead of requiring any such proof, CITY OF FAYETTEVILLE and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) 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 CITY OF FAYETTEVILLE, CONTRACTOR shall pay CITY OF FAYETTEVILLE Two hundred and fifty dollars ($250.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

CITY OF FAYETTEVILLE shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents and 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 NUMBER	DESCRIPTION	UNIT	EST. QTY.	Midland UNIT $	Midland COST
1	Mobilization (1)	L.S.	1.00	$4,000.00	$4,000.00
2	Bonds and Insurances	L.S.	1.00	$1,600.00	$1,600.00
3	Temporary Silt Fence (6)	L.F.	400.00	$4.50	$1,800.00
4	Construction Staking	L.S.	1.00	$2,000.00	$2,000.00
5	Site Preparation (10)	L.S.	1.00	$22,000.00	$22,000.00
6	Demolition-asphalt trail (2)	L.S.	1.00	$9,500.00	$9,500.00
7	Wheel Stops-recycled rubber (6)(9)	EA.	30.00	$67.00	$2,010.00
8	PVC sleeves-4"	L.F.	256.00	$6.00	$1,536.00
9	Asphalt Paving-2" thick	S.Y.	160.00	$31.00	$4,960.00
10	SB2 Gravel Base	C.Y.	425.00	$32.00	$13,600.00
11	Seed and Straw (4)(8)	AC	0.40	$4,500.00	$1,800.00
12	Stone - Boulders	ton	15.00	$319.00	$4,785.00
13	Stone - River Rock 3" depth	C.Y.	7.00	$90.00	$630.00
14	Ledge stone size 10' x 2' x 6" - check dams	EA.	14.00	$600.00	$8,400.00
15	Ledge stone size 11.25' x 2.5' x 6" - check dams	EA.	4.00	$610.00	$2,440.00
16	Ledge stone size -8.5' x 1.75' x 6" check dams	EA.	2.00	$470.00	$940.00
17	Sign Installation	EA.	2.00	$110.00	$220.00
18	Storm Drain system - (6)	L.S.	1.00	$10,000.00	$10,000.00
19	Parking Lot Striping	L.S.	1.00	$350.00	$350.00
20	Bike Racks (6) (9)	EA.	2.00	$800.00	$1,600.00
21	Inkberry Holly - Ilex glabra - #3	EA.	6.00	$47.00	$282.00
22	Spicebush - Calycanthus floridus - #3	EA.	6.00	$47.00	$282.00
23	Snowhill Hydrangea - Hydrangea arborescens 'snowhill' - #3	EA.	16.00	$47.00	$752.00
24	Sweet Bay Magnolia - Magnolia virginiana - #5	EA.	7.00	$68.00	$476.00
25	American Hornbeam - Carpinus cardiniana - #5	EA.	1.00	$68.00	$68.00
26	Paw Paw - Asimina triloba - #3	EA.	6.00	$47.00	$282.00
27	Sassafrass - Sassafrass albidum - #3	EA.	4.00	$47.00	$188.00
28	Hydrangea - Hydrangea macrophylla 'Ianarth white' - #3	EA.	14.00	$47.00	$658.00
29	Vanhoutte Sprirea - Spirea x vanhouttei #3	EA.	4.00	$47.00	$188.00
30	Dwarf Fountain Grass -Pennisetum alopecuroides 'Hameln'	EA.	147.00	$2.70	$396.90
31	Leather Leaf Sedge - Carex buchananii	EA.	294.00	$2.70	$793.80
32	Orange New Zealand Sedge - Carex testacea	EA.	707.00	$2.70	$1,908.90
33	Horsetail Rush - Equisetum hyemale	EA.	653.00	$2.70	$1,763.10

34	Spurge - Euphorbia myrsinites	EA.	410.00	$2.70	$1,107.00
35	Gazania - Gazania 'colorado gold'	EA.	401.00	$2.70	$1,082.70
36	St. John's Wort - Hypericum patulum	EA.	29.00	$17.00	$493.00
37	Winter Jasmine-Jasmine nudiflorum #3	EA.	3.00	$47.00	$141.00
38	Yellow Flag Iris - Iris psuedcorus 'sun cascade'	EA.	72.00	$10.00	$720.00
39	Blue Chip Juniper - Juniperous horizontalis 'Wiltoni' 'Blue Chip'	EA.	61.00	$17.00	$1,037.00
40	Marlberry - Ardisia escallonioides	EA.	553.00	$2.30	$1,271.90
41	Dwarf Mondo Grass - Ophiopogon japonicus	EA.	1392.00	$2.30	$3,201.60
42	Balloon Flower - Platycodon grandiflorum 'Mareisii'	EA.	83.00	$2.70	$224.10
43	Anthony Waterer Spirea # 3	EA.	3.00	$47.00	$141.00
44	Wild Oats	EA.	55.00	$2.70	$148.50
45	Compost (6)(9)	ton	22.00	$38.00	$836.00
46	Topsoil (6)(9)	ton	22.00	$38.00	$836.00
47	Course Sand (6)(9)	ton	33.00	$40.00	$1,320.00
48	Mulch (6)(9)	bags	427.00	$6.00	$2,562.00
		TOTAL			$117,331.50

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 PARKS AND RECREATION DIVISION PROJECT MANAGER 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 PARKS AND RECREATION DIVISION PRPOJECT MANAGER as provide in the General Conditions.

5.1 *Progress Payments*. CITY OF FAYETTEVILLE shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by PARKS AND RECREATION DIVISION PROJECT MANAGER, 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. All such payments will be measured by the 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 PARKS AND RECREATION DIVISION PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE 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 PARKS AND RECREATION DIVISION PROJECT MANAGER, and if the character and progress of the Work have been satisfactory to CITY OF FAYETTEVILLE and PARKS AND RECREATION DIVISION PROJECT MANAGER, CITY OF FAYETTEVILLE, on recommendation of PARKS AND RECREATION DIVISION PROJECT MANAGER, 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 CITY OF FAYETTEVILLE 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 PARKS AND RECREATION DIVISION PROJECT MANAGER shall determine, or CITY OF FAYETTEVILLE 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, CITY OF FAYETTEVILLE shall pay the remainder of the Contract Price as recommended by PARKS AND RECREATION DIVISION PROJECT MANAGER as provided in said paragraphs 14.07.B & C.

Article 6. CONTRACTOR'S REPRESENTATIONS.

In order to induce CITY OF FAYETTEVILLE 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, and furnishing of the Work.

6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws ad 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 drawing are not Contract Documents and may not be complete for CONTRACTOR'S purposes. CONTRACTOR acknowledges that CITY OF FAYETTEVILLE AND PARKS AND RECREATION DIVISION PROJECT MANAGER 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 the 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 Contact Documents.

6.5 CONTRACTOR is aware of the general nature of work to be performed by CITY OF FAYETTEVILLE 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, exploration, tests, studies, and data with the Contract Documents.

6.7 CONTRACTOR has given PARKS AND RECREATION DIVISION PROJECT MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Document and the written resolution thereof by PARKS AND RECREATION DIVISION PROJECT MANAGER 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 CITY OF FAYETTEVILLE AND CONTRACTOR concerning the Work consist of the following:

7.1 This Agreement (pages 1-9, 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 to13, inclusive).

7.7 Specifications consisting of Divisions 1 through 32 as listed in table of contents thereof.

7.8 Addenda numbers 1-4, inclusive.

7.9 One set of drawings (not attached hereto) consisting of: a cover sheet and additional sheets numbered two through nine with each sheet bearing the following general title: **Gulley Park Improvements Re-Bid**.

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 CITY OF FAYETTEVILLE and CONTRACTOR each binds itself, it 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.

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

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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to CITY OF FAYETTEVILLE and PARKS AND RECREATION DIVISION PROJECT MANAGER, and two counterparts have been delivered to CONTRACTOR. All portions of the Contract Documents have been signed, initialed, or identified by CITY OF FAYETTEVILLE and CONTRACTOR or identified by PARKS AND PRECREATION DIVISION PROJECT MANAGER on their behalf.

This Agreement will be effective on _____, 2007 (which is the Effective Date of The Agreement).

CITY OF FAYETTEVILLE:	CONTRACTOR
By: _____ Mayor	By: _____
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest_____	*Attest

* If a Corporation, attest by the Secretary.

Address for giving notices	Address for giving notices
City of Fayetteville	

(If CITY OF FAYETTEVILLE is a public body, attach License No. _____
evidence of authority to sign and resolution or other documents Agent for service of process:
authorizing execution of Agreement.

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

CITY OF FAYETTEVILLE
TRANSPORTATION DIVISION
COST ESTIMATE

JOB NAME:Gulley Park, Parking Lot

DATE OF ESTIMATE:4/13/07

EMPLOYEE TYPE	# OF EMPLOYEES	HRS.	COST	EQUIPMENT TYPE	# OF EACH	HRS	COST	TYPE OF MATERIAL	# OF UNITS	COST	TOTAL
CL	2	8	400.00	Crew Trk	2	8	142.08	TYPE 2	160	35.00	5600.00
MW4	5	8	900.00	Dump Trk	2	8	224.00	Tack Oil	150	2.50	375.00
MW3	5	8	800.00	Flat Bed Trk			0.00	Lease trucks	80	5.00	400.00
MW2			0.00	Backhoe	1	8	98.64				0.00
TEMP	2	8	200.00	Gradall			0.00				0.00
			0.00	Grader			0.00				0.00
			0.00	Dozer			0.00				0.00
			0.00	Truck/Trailer	1	8	144.40				0.00
			0.00	Patch Trk			0.00				0.00
			0.00	Oil Trk	1	4	96.16				0.00
			0.00	Paver	1	8	420.32				0.00
			0.00	Roller	1	8	132.96				0.00
			0.00	Milling Machine			0.00				0.00
			0.00	Concrete Trk			0.00				0.00
			0.00	Sweeper			0.00				0.00
			0.00	Spreader Trk			0.00				0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
ESTIMATED LABOR COST =			**$2,300.00**	**ESTIMATED EQUIPMENT COST =**			**1,258.56**	**ESTIMATED MATERIAL COST =**			**$6,375.00**

TOTAL ESTIMATED COST = $9,933.56

CITY OF FAYETTEVILLE
TRANSPORTATION DIVISION
COST ESTIMATE

JOB NAME:Gulley Park

DATE OF ESTIMATE:4/13/07

EMPLOYEE TYPE	# OF EMPLOYEES	HRS.	COST	EQUIPMENT TYPE	# OF EACH	HRS	COST	TYPE OF MATERIAL	# OF UNITS	COST	TOTAL
CL	1	32	800.00	Crew Trk	2	32	568.32	Concrete	20	75.00	1500.00
MW4	2	32	1,440.00	Dump Trk			0.00				0.00
MW3	2	32	1,280.00	Flat Bed Trk			0.00				0.00
MW2			0.00	Backhoe			0.00				0.00
TEMP			0.00	Gradall			0.00				0.00
			0.00	Grader			0.00				0.00
			0.00	Dozer			0.00				0.00
			0.00	Truck/Trailer			0.00				0.00
			0.00	Patch Trk			0.00				0.00
			0.00	Oil Trk			0.00				0.00
			0.00	Paver			0.00				0.00
			0.00	Roller			0.00				0.00
			0.00	Milling Machine			0.00				0.00
			0.00	Concrete Trk			0.00				0.00
			0.00	Sweeper			0.00				0.00
			0.00	Spreader Trk			0.00				0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
			0.00								0.00
ESTIMATED LABOR COST =			**$3,520.00**	**ESTIMATED EQUIPMENT COST =**			**568.32**	**ESTIMATED MATERIAL COST =**			**$1,500.00**

TOTAL ESTIMATED COST = $5,588.32

MEMORANDUM OF AGREEMENT

BETWEEN

THE ARKANSAS FORESTRY COMMISSION

And

UNIVERSITY OF ARKANSAS DEPARTMENT OF LANDSCAPE ARCHITECTURE

And

CITY OF FAYETTEVILLE PARKS & RECREATION

Whereas the Arkansas Forestry Commission ("AFC") desires to partner with the University of Arkansas Department of Landscape Architecture (UADLA) and the City of Fayetteville Parks & Recreation Division to develop a project (CFPR) which helps promote the benefits of trees within communities. More specifically, UADLA and CFPR will demonstrate the importance of bioswales with trees in parking lots.

UADLA will prepare a design for a demonstration bioswale in association with a new city park parking lot exemplifying best ecological design practices. The goal of the design study is to improve ecological services in parking lot design. Ecological services related to reduction of stormwater runoff; improvement of water quality; reduction of the heat island effect; protection of downstream aquatic habitat; and, enhancement of aesthetics are key considerations as well as overall public education in creating a demonstration parking lot.

UADLA will collaborate with CFPR for this demonstration project. Project deliverables will include drawings that illustrate a solution (at the level of design development) for a parking lot and bioswale in Gulley Park, and drawings that describe the general applicability of the solutions for use in other lot designs. Drawings will include a scaled site plan, site sections and site details. Diagrams describing essential landscape components will accompany the site plans.

The funding for this project will be under the administration of the Urban Forestry Coordinator of AFC, the Director of Research and Sponsored Programs and the Director of Parks and Recreation. The performance of the Program will be determined by the above mentioned deliverables and implementation by CFPR which can then be used as a model for future developments across Arkansas and the southern region.

AFC agrees to provide funding in the amount of $12,000.

CFPR will provide cost-share matching funds through staff time and cost of materials for the parking lot.

UADLA will submit a Project report based on approved expenditures for the deliverables mentioned above to AFC as mutually agreed upon by the parties.

The Project will begin on approximately March 1, 2006 and end on approximately December 1, 2006.

AGREED TO BY:

Patti Erwin
Name

Patti Erwin
U&CF Program Coordinator

6/19/06
Date

AGREED TO BY:

Rosemary Ruff
Name

Rosemary Ruff
Research & Sponsored Program Director

Date

AGREED TO BY:

Connie Edmonston
Name

Connie Edmonston
Parks & Recreation Director

6-19-06
Date

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvements	Date Requested	Adjustment Number
2007	Division:	5/17/2007	
	Program:		

Project or Item Added/Increased:
Gulley Park Improvements

Project or Item Deleted/Reduced:
Lake Fayetteville Improvements

Justification of this Increase:
The bids for the Gulley Park Bioswale have been received. They came in overbudget by $69,243. This project is a joint effort with the U of A Landscape Architecture Department and the Arkansas Forestry Commisssion.

Justification of this Decrease:
Detailed plans have not been developed for the Lake Projects and are not a priority at this time. The Bioswale Project is ready to move forward.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Park improvements	4470	9470	5806	00	69,243	05001	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Park improvements	4470	9470	5806	00	69,243	02043	1

Approval Signatures

Connie Edmonston — 5-18-07
Requested By — Date

5-18-07
Budget Manager — Date

5-18-07
Department Director — Date

Paul A. Becker — 5-18-07
Finance & Internal Services Director — Date

5/22/07
Mayor — Date

Budget Office Use Only

Type: A B C D E

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Entered in Category Log — Initial — Date

A. 7
Bid # 07-42
Midland Construction, Inc
Page 20 of 20

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:	Date: 5/17/2007
P.O Number:	Expected Delivery Date:
Mail Yes:__ No:____	
Taxable Yes:__ No:____	Quotes Attached Yes:____ No:____
Divison Head Approval: Connie Edmondson	
Extension: 469	

Vendor #: 84170	Vendor Name: Midland Construction, Inc.
Address: P.O. Box 369	Fob Point:
City: Rogers	State: AR
Zip Code: 72756	Ship to code:
Requester: Alison Jumper	Requester's Employee #: 2369

	Description	Quantity	Unit of Is	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	Construction of Gulley Parking and Bioswale per bid 07-42	1	l.s	117,332.00	$117,332.00	2250.9255.5306	05001.1		
2					$0.00				
3					$0.00				
4					$0.00				
5					$0.00				
6					$0.00				
7					$0.00				
8					$0.00				
9					$0.00				
10					$0.00				
	Shipping/Handling		Lot		$0.00				

Special Instructions:

Subtotal:	$117,332.00
Tax:	
Total:	$117,332.00

Approvals:

Mayor: _____ Department Director: _____ Purchasing Manager: _____

Finance & Internal Services Director: _____ Budget Manager: _____ IT Manager: _____

Dispatch Manager: _____ Utilities Manager: _____ Other: _____

Revised 6/17/03

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2007
City Council Meeting Date
Agenda Items Only

Greg Tabor	Police	Police
Submitted By	**Division**	**Department**

Action Required:

This is a subgrant agreement change order for additional funding provided through the Arkansas State Police Highway Safety Office for additional Selective Traffic and DWI enforcement. Our spending is ahead of pace for this fiscal year and plans are for additional involvement in the upcoming Click it or Ticket and Drunk Driving Over the Limit Under Arrest mobilizations.

$ 30,000.00	$ 68,000.00	Personnel Services
Cost of this request	Category / Project Budget	Program Category / Project Name
1010-2940-5104.00	$ 58,283.00	Police Step Grant
Account Number	Funds Used to Date	Program / Project Category Name
06030	$ 9,717.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Department Director — Date 5-8-07

City Attorney — Date 5/18/07

Finance and Internal Service Director — Date 5-18-07

Mayor — Date 5/21/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 5/11/07

Received in Mayor's Office ENTERED 5/18/07

Comments:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Dan Coody and Members of the City Council

FROM: Greg Tabor, Chief of Police

DATE: May 11, 2007

SUBJECT: Additional Funds for Selective Traffic Enforcement Project (STEP) Grant

Recommendation: Council approves a resolution allowing the police department to accept an additional $30,000 for use in its Selective Traffic Enforcement Project and approves a budget adjustment recognizing the revenue.

Background: The Police Department has received STEP grants since 1990. These grants are used to cover overtime while working either seat belt enforcement or DWI/DUI enforcement. The officers must be designated to one of these tasks and cannot answer normal calls for service

Discussion: Spending during the 2006-2007 grant cycle has been ahead of pace. Approximately 84% of grant funds and 50% of matching funds have been utilized within the first six months of the cycle. These additional funds will be used to help sustain our level of enforcement during the summer's upcoming "Click It or Ticket" and "Drunk Driving, Over the Limit Under Arrest" national enforcement campaigns. Of these funds, $10,000 will be dedicated to seat belt enforcement and $20,000 for DWI enforcement. These additional funds **do not** require a match.

Budget Impact: Accepting this grant amendment will increase overtime for the STEP Program by $30,000.00.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING ADDITIONAL FUNDING UNDER THE 2006-2007 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT IN THE AMOUNT OF $30,000.00 FOR THE PURPOSE OF PAYING OVERTIME TO OFFICERS ENGAGED IN THE ENFORCEMENT OF DWI/DUI AND SEATBELT LAWS; AND APPROVING A BUDGET ADJUSTMENT RECOGNIZING THE INCREASED GRANT REVENUE.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby accepts additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a Budget Adjustment recognizing the increased grant revenue.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

ARKANSAS STATE POLICE
HIGHWAY SAFETY OFFICE
SUBGRANT AGREEMENT CHANGE ORDER

Recipient **Fayetteville Police Department** **Project Number** **J8-2007-08-09-08**
OP-2007-03-02-10

The subgrant agreement above is hereby modified as described below:

To provide additional 402 funds (CFDA# 20.600) for seat belt enforcement and 410 funds (CFDA#20.601) for the remainder of the 2007 subgrant year.

ITEM	OLD BUDGET AMOUNT	NEW BUDGET AMOUNT
Overtime-Selective Enforcement (402)	$30,000	$40,000
Overtime-Selective Enforcement (410)	$30,000	$50,000

Justification: Additional funding is needed to sustain the project through the remainder of this fiscal year. Spending is ahead of pace for the fiscal year and plans are for aggressive involvement in the upcoming Click It or Ticket and Drunk Driving. Over the Limit. Under Arrest mobilizations.

All conditions and portions of this subgrant agreement remain the same except those listed above.

Subgrant Director	Date	Authorized Official	Date
	5/8/07		___/___/___

FOR ASP USE ONLY

Subgrant Agreement Change Order Number 1

Recommended for Approval

	Initial	Date
Program Manager	_____	___/___/___
Fiscal Manager	_____	___/___/___
Highway Safety Manager	_____	___/___/___

COMMENTS

Increase of $10,000 in 402 funds

Increase of $20,000 in 410 funds

This subgrant agreement change order is hereby approved.

_____ ___/___/___
Coordinator of Arkansas' Highway Safety Program — Date

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Police Division: Police Program: Patrol	Date Requested	Adjustment Number
2007		5/9/2007	

Project or Item Added/Increased:
Accept grant award to increase uniform overtime to support Selected Traffic Enforcement

Project or Item Deleted/Reduced:
N/A

Justification of this Increase:
Arkansas State Police Highway Safety Office provided the City of Fayetteville Police Department the opportunity to accept an additional $10,000 for Seatbelt enforcement and $20,000 for DWI/DUI enforcement. These additional funds will not require any matching funds.

Justification of this Decrease:

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Overtime-uniformed	1010	2940	5104	00	30,000	06030	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Federal Grant-Operational	1010	0001	4309	01	30,000	06030	1

Approval Signatures

Requested By — Date

Budget Manager — Date 5/8/07

Department Director — Date 5-8-07

Paul A. Becker — Finance & Internal Services Director — Date 5-18-07

Mayor — Date

Budget Office Use Only

Type: A B C (D) E

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Entered in Category Log — Initial — Date

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

6/5/2007
City Council Meeting Date

Ray M. Boudreaux	Aviation & Economic Development	General Government
Submitted By	Division	Department

Action Required:

Action Required: Approve Amendment 1 to the Basic Agreement with McClelland Consulting Engineers, Inc., PO Box 1229, Fayetteville, AR, 72702-1229, Wayne Jones P.E., Vice President, 479-443-2377 office, 479-443-9241 fax, wjones@mcclelland-engrs.com.

$ -	$ 51,250.00	Serv / Chrgs
Cost of this request		Program Category / Project Name
5550.3960.5314.00	$ 41,600.00	Airport Capital Expense
Account Number	Funds Used to Date	Program / Project Category Name
NA	$ 9,650.00	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — May 3, 2007 — Date

City Attorney — 5/18/07 — Date

Finance and Internal Service Director — 5-18-07 — Date

Mayor — 5/18/07 — Date

Previous Ordinance or Resolution # 97-06

Original Contract Date: 06/06/06

Original Contract Number: 917

Received in City Clerk's Office
ENTERED 5/18/07

Received in Mayor's Office
ENTERED 5/18/07

Comments: Amendment 1 extends the contract one year as provided for in the original Agreement

Fayetteville
ARKANSAS

Staff Review Memorandum

TO: Dan Coody, Mayor
Fayetteville City Council
THRU: Staff Review Committee
FROM: Ray M. Boudreaux, Director
DATE: May 3, 2007
SUBJECT: Amendment #1 to Basic Agreement w/ McClelland Consulting Engineers

Recommendation: Airport Staff recommends approval of Amendment #1 to the Basic Agreement with McClelland Consulting Engineers, Inc.

Background: An Agreement for Airport engineering services provided by McClelland Consulting Engineers Inc. was approved as Resolution No. 97-06 by the City Council June 6, 2006. The Agreement is for three one-year periods with each one-year period subject to approval by the City of Fayetteville.

Discussion: McClelland Consulting Engineers Inc. has been providing Engineering services to the Airport through various contracts and task orders for several decades. While other engineering companies have been employed from time to time over the years, McClelland has easily provided the bulk of the design and engineering work for the Airport. Thus, the company has access to an abundant store of records, knowledge, and experience which serves to enhance their performance on current and future projects.

The Airport Administration has found the company to be professional, diligent, and responsive to the Airport's needs. Our association with the firm continues to be an asset to the Airport and the Citizens of Fayetteville.

Budget Considerations: None at this time. Specific work items are composed as Task Orders and submitted to the City Council individually for approval.

RB/jn
Attachments: Amendment #1 [3 originals]
Resolution 97-06

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

RESOLUTION NO. _____

A RESOLUTION APPROVING AMENDMENT No. 1 TO THE BASIC AGREEMENT WITH McCLELLAND CONSULTING ENGINEERS, INC. APPROVING A ONE-YEAR EXTENSION TO PROVIDE AIRPORT ENGINEERING SERVICES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment No. 1 to the Basic Agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services. A copy of Amendment No. 1, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

RESOLUTION NO. 97-06

A RESOLUTION APPROVING A THREE-YEAR CONTRACT WITH McCLELLAND CONSULTING ENGINEERS, INC. FOR AIRPORT ENGINEERING SERVICES.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a three-year contract with McClelland Consulting Engineers, Inc. for airport engineering services. A copy of the contract, marked Exhibit "A" is attached hereto, and made a part hereof.

PASSED and **APPROVED** this 6th day of June 2006.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED TO SERVE

P.O. Box 1229
Fayetteville, Arkansas 72702-1229
479-443-2377
FAX 479-443-9241

April 27, 2007

RECEIVED
APR 30 2007
AIRPORT

Mr. Ray Boudreaux
Airport Manager,
Fayetteville Municipal Airport
4500 S. School Suite F
Fayetteville, AR 72701

Re: Amendment 1 to Basic Agreement
Fayetteville Municipal Airport

Dear Mr. Boudreaux:

In response to your request, please find three (3) copies of Amendment 1 to our Basic Agreement for an additional one (1) year contract extension through June 2008.

Please advise if you need further information regarding this Amendment.

Sincerely,

McCLELLAND CONSULTING ENGINEERS, INC.

R. Wayne Jones, P.E.
Vice President

Enclosure: Amendment No 1 to Basic Agreement (3 copies)

W:\DRAKE FIELD\CONTRACTS\2006-2008\boudreaux-0427-Amend-1.wpd:

AMENDMENT NO. 1
TO
AGREEMENT FOR ENGINEERING SERVICES
FAYETTEVILLE MUNICIPAL AIRPORT

STATE OF ARKANSAS

COUNTY OF WASHINGTON

The basic agreement entitled CITY OF FAYETTEVILLE, AGREEMENT FOR ENGINEERING SERVICES, is hereby amended. The referenced basic agreement pertains to proposed improvements to Fayetteville Municipal Airport, Drake Field. This Amendment entered into and executed on the date indicated beneath the signature blocks, by and between the City of Fayetteville and McClelland Consulting Engineers (ENGINEER) extends the duration of the contract for the second of a possible three years, as allowed in the first paragraph on page 1 of the basic agreement. This action is taken to allow the ENGINEER to undertake design and construction administration services beyond contract expiration date of June 6, 2007. As a result, the amended contract expiration date becomes June 6, 2008.

SECTION I - PROJECT DESCRIPTION

The types of projects to be undertaken by the ENGINEER during this extended period include the type of projects listed in Section II of the Basic Agreement and any additional services related to the Fayetteville Municipal Airport as may be included by the City of Fayetteville.

SECTION II - BASIC AGREEMENT IN EFFECT:

Except as amended specifically herein, the basic AGREEMENT FOR ENGINEERING SERVICES shall remain in full force as originally approved and executed.

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

FOR THE CITY OF FAYETTEVILLE:

By: _____ Attest: _____
Mayor

Date: _____

FOR McCLELLAND CONSULTING ENGINEERS, INC.:

By: R W Aynekner Attest: John C. Quinn
Vice-President

Date: 4-27-07

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

6/5/2007
City Council Meeting Date

Ray M. Boudreaux	Aviation & Economic Development	General Government
Submitted By	Division	Department

Action Required:

Action Required: Accept the Airport Master Plan as the Large Scale Development Plan for Fayetteville Municipal Airport, Drake Field.

$ -		
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date: 5/18/07

City Attorney — Date: 5/21/07

Finance and Internal Service Director — Date: 5-21-07

Mayor — Date: 5/22/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — ENTERED 5.18.07

Received in Mayor's Office — ENTERED 5/21/07

Comments: No Budget effect

City Council Meeting of: June 5, 2007
Agenda Item Number:

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor and members of the City Council

THRU: Staff/Contract Review Committee

FROM: Ray M. Boudreaux, Director, Aviation and Economic Development

DATE: May 16, 2007

SUBJECT: **Accept the Airport Master Plan Update, December 2006 as the master development plan for improvements to Fayetteville Municipal Airport, Drake Field**

RECOMMENDATION: Approve by resolution of the City Council the Airport Master Plan for the Fayetteville Municipal Airport, Drake Field presented to the Council by the Airport Board Chairman, Bob Nickle, as part of the annual report to the Council January 18, 2007. The purpose of this action is to approve the plan as the master development plan for the Airport.

BACKGROUND: Based on the numerous Strategic Planning sessions conducted by the Fayetteville Municipal Airport Board to develop a vision of the future of Fayetteville, Drake Field and the excellent Master Plan Update produce by Barnard Dunkelberg Airport Planning Consultants, a master development plan was developed and included as part of the overall Master Plan. The information was consolidated into the Airport Layout Plan which includes air and landside development and breaks the improvements into projects over the next 20 years. The FAA approved the Airport Layout Plan which will be published in the very near future.

DISCUSSION: Airport Development is unique as it involves runways, taxiways, hangars and parking ramps not otherwise utilized in other community development projects. While the buildings and infrastructure are similar to other industrial development projects, the airport property has very limited utility to the rest of the City except as an airport serving the needs of the citizens. This action will allow City Airport Staff to facilitate the Airport Development in accordance with the provisions of the Master Development Plan.

BUDGET IMPACT: The purpose of this action is to approve the development plan and does not involve budget.

Attachments: Master Development Plan
Staff Review Form

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT AND APPROVE THE
DECEMBER 2006 AIRPORT MASTER PLAN

WHEREAS, the Fayetteville Airport Advisory Board approved the most recent (December 2006) Airport Master Plan after numerous strategic planning sessions; and

WHEREAS, this Master Plan includes planned improvements and developments for both air and landside projects over the next twenty years.

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

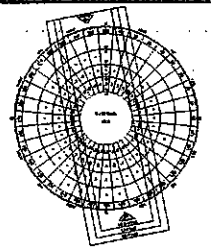
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the updated Airport Master Plan of December 2006 and thanks the Fayetteville Airport Advisory Board for their diligent and effective work improving Drake Field into our state's best general aviation airport.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____
DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

ALL WEATHER WINDROSE

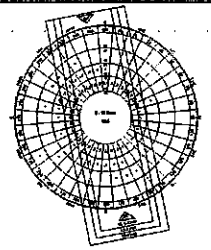


ALL WEATHER WIND COVERAGE SUMMARY
Draft Final Master Plan Update

	Crosswind Components		
	10.5 Knots	13 Knots	16 Knots
Runway 16	95.149%	98.38%	97.13%
Runway 34	89.99%	93.30%	96.88%
Combined	97.12%	98.77%	99.70%

Sources: National Climatic and Atmospheric Administration, National Climatic Data Center, Station 13964, Fayetteville, Arkansas - Period of Record 1973-2004

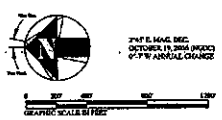
IFR WINDROSE



CATEGORY WIND COVERAGE SUMMARY
Draft Final Master Plan Update

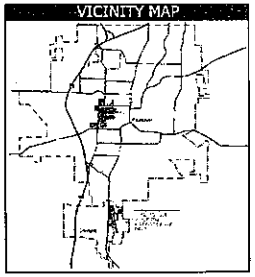
	Crosswind Components		
	10.5 Knots	13 Knots	16 Knots
Runway 16	99.91%	99.95%	99.99%
Runway 34	98.10%	99.51%	99.92%
Combined	99.58%	99.87%	99.98%

Sources: National Climatic and Atmospheric Administration, National Climatic Data Center, Station 13964, Fayetteville, Arkansas - Period of Record 1973-2004



RUNWAY 16 EXTENDED VIEW
SCALE: 1/500

VICINITY MAP



BUILDING LEGEND

NO.	DESCRIPTION	TOP ELEVATION *
1	NON-AVIATION RELATED BUSINESS	1216.8'
2	AIRCRAFT MAINTENANCE HANGAR	1284.8'
3	HANGAR	
4	CORPORATE HANGAR	1285.3'
5	STORAGE HANGAR	1288.5'
6	STORAGE HANGAR	1283.1'
7	ARKANSAS AIR MUSEUM	1290.0'
8	OZARK MILITARY MUSEUM	1288.7'
9	OZARK MILITARY MUSEUM	1288.5'
10	AIRPORT FACILITIES DIVISION MAINTENANCE FACILITY	1288.8'
11	HANGAR	
12	HANGAR	
13	TERMINAL	1273.8'
14	END STORAGE HANGAR	1283.8'
15	HANGAR	1280.1'
16	UNIVERSITY OF ARKANSAS HANGAR	1284.5'
17	AIR TRAFFIC CONTROL TOWER	1248.5'
18	ARKANSAS MAINTENANCE HANGAR	1282.1'
19 A	T-HANGAR	1253.3'
19 B	T-HANGAR	1252.1'
19 C	T-HANGAR	1251.7'
19 D	T-HANGAR	1251.7'
19 E	T-HANGAR	1253.8'
19 F	T-HANGAR	1251.2'
19 G	T-HANGAR	1254.5'
19 H	T-HANGAR	1252.5'
20	ARFF	1256.7'
21	PILOTS LOUNGE	1267.2'
22	SUNDOWERS HANGARS	
23	CORPORATE HANGARS	
24	EXECUTIVE HANGARS	
25	COMMERCIAL HANGAR	
26	CRISIS RESCUE RESPONSE GARAGE/FIRE STATION	
27	CORPORATE HANGAR	

DECLARED DISTANCES

ITEM	Runway 16/34 EXISTING	Runway 16/34 FUTURE
TAKEOFF RUN AVAILABLE (TORA)	5,000'/5,000'	7,000'/7,000'
TAKE OFF DISTANCE AVAILABLE (TODA)	5,000'/5,000'	7,000'/7,000'
ACCELERATE-STOP DISTANCE AVAILABLE (ASDA)	5,000'/5,000'	7,000'/7,000'
LANDING DISTANCE AVAILABLE (LDA)	5,000'/5,000'	7,000'/7,000'

RUNWAY DATA

	Runway 16/34 EXISTING	Runway 16/34 FUTURE
APPROACH VISIBILITY MINIMUMS	1-MILE/1-MILE	SAME
FAR PART 77 APPROACH CATEGORY	C/NP	SAME
FAR PART 77 APPROACH SLOPE	34:1/20:1	SAME
RUNWAY WIDTH X LENGTH	100' x 5000'	100' x 7000'
PAVEMENT TYPE	ASPHALT	SAME
PAVEMENT STRENGTH (IN 1000 LBS.)	90K/50K/75SW	SAME
RUNWAY LIGHTING	MIRL	MIRL
EFFECTIVE RUNWAY GRADIENT %	0.21	SAME
RUNWAY MARKING	PIR	SAME
VISUAL APPROACH AIDS	REILS/PAPI/LDIS	SAME
INSTRUMENT APPROACH AIDS	LDA/LOC/GPS	GPS/LOC/LDA/TER
AIRPORT REFERENCE CODE	C-II	SAME
RUNWAY SAFETY AREA (RSA) WIDTH	500'	SAME
RSA LENGTH BEYOND STOP END	300'/1000'	1000'/1000'
RUNWAY OBJECT FREE AREA (ROFA) WIDTH	500'	800'
OFA LENGTH BEYOND STOP END	0/1000'	1000'/1000'
OBSTACLE FREE ZONE (OFZ) WIDTH	400'	400'
OFZ LENGTH BEYOND STOP END	200'/200'	SAME
RUNWAY CENTERLINE TO HOLD LINE	250'	SAME
DESIGN AIRCRAFT		
APPROACH SPEED	LESS 35	SAME
WINGSPAN	FALCON 20	SAME

NOTES:

1. This drawing reflects planning standards specific to this airport and is not a product of detailed engineering design analysis. It is not intended to be used for construction documentation or navigation.
2. ALP base information obtained from McClelland Consulting Engineers, April 2005.
3. Aerial obtained from Aerial Data Service, November 2005.
4. Horizontal coordinate is NAD 83, version date is NAVD 88. NGS survey dated April 3, 1996.
5. Magnetic declination data obtained from NGDC, October 13, 2006.
6. Building Restriction Line (BRL) based on future runway conditions and encompasses the Runway Protection Zones and the Runway Object Free Area (ROFA).

MODIFICATION OF STANDARDS

ITEM	AIRPORT REFERENCE CODE EXISTING	AIRPORT REFERENCE CODE FUTURE	STANDARD EXISTING	STANDARD FUTURE	MODIFICATION EXISTING	MODIFICATION FUTURE	COMMENTS
RUNWAY 16 SAFETY AREA LENGTH	C-II	C-II	1000'	1000'	200'	1000'	CONDITION CORRECTED WHEN RSA IS MET BY MEETING LANDING RUN REQUIREMENTS
RUNWAY 16 OBJECT FREE AREA LENGTH	TADG III	TADG III	1000'	1000'	0	1000'	CONDITION CORRECTED WHEN RSA IS MET BY MEETING LANDING RUN REQUIREMENTS
RUNWAY CENTERLINE TO BRL (WEST)	C-II	C-II	745'	745'	450'-500'	500'	
USA GUIDE SLOPE ANTENNA							95-ASW-1051-NRA
USA GUIDE SLOPE EQUIPMENT SHELTER							95-ASW-1051-NRA

SPONSOR APPROVAL

SPONSOR SIGNATURE | TITLE | DATE

LAYOUT PLAN LEGEND

	EXISTING	FUTURE
AIRPORT PROPERTY LINE		
AIRPORT SECURITY FENCE		
AIRPORT BUILDINGS		DESIGNATED
AIRFIELD PAVEMENT		
RAMP AREAS		
RUNWAY PROTECTION ZONE		
BUILDING RESTRICTION LINE	BRL	
RUNWAY SAFETY AREA	RSA	RSA
RUNWAY OBJECT FREE AREA	ROFA	ROFA
FUEL STORAGE AREA		
AIRPORT BEACON		
LIGHTED WIND CONE		
PRECISION APPROACH PATH INDICATOR (PAPI)		
RUNWAY END IDENTIFICATION LIGHTS (REIL)		
FAIRWAY HOLDLINES		
AUTOMATED SURFACE OBSERVATION SYSTEM (ASOS)		
AVIATION EASEMENTS		

AIRPORT DATA

	EXISTING	FUTURE
AIRPORT ELEVATION (AGSL) NGS 405 (NAVD 88)	1251.1'	SAME
AIRPORT REFERENCE POINT (ARP) NGS 405 (NAD 83)	LAT. 36° 13' 19.15" LONG. 94° 11' 19.15"	SAME
AIRPORT REFERENCE CODE	C-II	SAME
NPIAS CATEGORY	GA	SAME
MEAN MAX. TEMPERATURE (HOTTEST MONTH)	89.3°	SAME
TAXIWAY LIGHTING	MIRL	SAME
TAXIWAY MARKING	CENTERLINE	SAME
AIRPORT & TERMINAL NAVAIDS	LDA,LOC/LTER	LOC,GPS,LOC/LTER

REVISIONS

NO.	DESCRIPTION	DATE
	PRELIMINARY (SUBJECT TO FINAL APPROVAL BY FAA)	

Fayetteville Municipal Airport/Drake Field
FAYETTEVILLE, ARKANSAS

Figure G1
Airport Layout Drawing

Barnard Dunkelberg & Company
Tulsa, Oklahoma

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

6/5/2007
City Council Meeting Date

Ray M. Boudreaux	Aviation & Economic Development	General Government
Submitted By	Division	Department

Action Required:

Action Required: Approve a Resolution opposing the FAA's proposed user fee increase.

$ -		
Cost of this request		Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director	5/18/07 Date	Previous Ordinance or Resolution #
City Attorney	5-22-07 Date	Original Contract Date:
Finance and Internal Service Director	5.22-07 Date	Original Contract Number:
Mayor	5/22/07 Date	

Received in City Clerk's Office ENTERED 5.18.07

Received in Mayor's Office ENTERED 5/22/07

Comments: No Budget effect

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor and members of the City Council

THRU: Staff/Contract Review Committee

FROM: Ray M. Boudreaux, Director, Aviation and Economic Development

DATE: May 16, 2007

SUBJECT: **Resolution against the FAA proposed user fee increase for General Aviation**

RECOMMENDATION: Approve by resolution of the City Council against User Fee increased being recommended by the FAA for all General Aviation aviators. Under the proposed legislation, fuel taxes will be increased from $.219 per gallon to $.41 per gallon. Additional fees will be charged depending on the services utilized. While it is not unreasonable to require users to pay for services, it is grossly unfair to require GA to pay and not the airlines. Airlines pay only $.043 per gallon and the proposed legislation does not increase the fee. Passenger Facility Charges (PFC'S) are paid by passengers through the ticket price. The airlines pass those fees through to the FAA.

BACKGROUND: The AOPA, NBAA, AAOA Department of Aeronautics and every other aviation group has vowed to stop the user fee increase unless similar increases are imposed across the board. The AAOA Board of Directors passed a resolution against the proposed legislation.

DISCUSSION: This action will support the vast majority of aviators in the region and the state. There is no doubt the FAA needs a new source of revenue to pay the cost of operating the system. If the airlines paid the same a general aviation, there would be more than enough funding. We recognize that the airlines represent a major part of the National Transportation System and deserve subsidy. We also recognize that general aviation caries more passengers during the year than the airlines which also represents a significant air transportation service that the airlines could not accommodate. Thus the need for taxation parity to support the system.

BUDGET IMPACT: The purpose of this action is to approve the resolution and does not involve budget.

Attachments: Resolution
Staff Review Form

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE CITY OF FAYETTEVILLE'S OPPOSITION TO PROPOSED FEDERAL LEGISLATION ALMOST DOUBLING THE FEDERAL TAX ON GENERAL AVIATION FUEL

WHEREAS, General Aviation already pays about 22 cents per gallon fuel tax while Commercial Aviation pays only 4.3 cents; and

WHEREAS, the FAA is recommending to the Congress that the fuel tax on General Aviation be almost doubled to 41 cents per gallon (almost ten times the tax on Commercial Aviation fuel which is not recommended for any increase); and

WHEREAS, it is unfair that all increased fuel taxes are forced upon General Aviation; and

WHEREAS, General Aviation actually carries more passengers annually than Commercial Aviation and is a vital amenity for cities like Fayetteville which is served by one of the busiest General Aviation airports in Arkansas.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby officially opposes the FAA proposed federal legislation that would unfairly add a disproportionate increase to the federal fuel tax on General Aviation from 21.9 cents to 41 cents per gallon while leaving the federal tax on Commercial Aviation fuel at 4.3 cents per gallon.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

6/5/2007
City Council Meeting Date

Ray M. Boudreaux	Aviation & Economic Development	General Government
Submitted By	Division	Department

Action Required:

Action Required: Approve a Lease with Walker Properties, Contact: Walker Development, Inc. General Partner, 1657 W Sunrise Mountain Rd., Fayetteville, AR 72701, 479-521-2101 ph., 479-585-2292 fax.

REVENUE

$ 4,375.00	$ 34,000.00	Chrgs-Serv
Cost of this request		Program Category / Project Name
5550.0955.4457.00	$ 12,835.31	Airport Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ 21,164.69	Airport
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] Budget Adjustment Attached [ ]

Department Director — Date 5/18/07

City Attorney — Date 5/18/2007

Finance and Internal Service Director — Date 5-21-07

Mayor — Date 5/21/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office — ENTERED 5.18.07

Received in Mayor's Office — ENTERED 5/21/07

Comments:

CITY COUNCIL AGENDA MEMO/STAFF CONTRACT REVIEW MEMO

TO: Mayor and members of the City Council

THRU: Staff/Contract Review Committee

FROM: Ray M. Boudreaux, Director, Aviation and Economic Development

DATE: May 18, 2007

SUBJECT: **Approve ground lease with Walker Properties for the construction of a Hangar Building on the Fayetteville Municipal Airport, Drake Field**

RECOMMENDATION: Approve the lease of land on the West Side General Aviation Apron for the construction of a corporate hangar. Initial term of the lease is 30 years with a renewal term of 20 years. Rate is $.20 per square foot increased by the CPI + 1% at five year intervals.

DISCUSSION: Walker Properties will initially hangar a recently acquired Lear 40. The building will include hangar space and office and waiting space for passengers and crew. The lease was approved by the Airport Board at their March 14, 2007 Board Meeting.

BUDGET IMPACT: The initial lease rate is $4,375.00 per year.

Attachments: Lease
Staff Review Form

Aviation and Economic Development Department
Fayetteville Municipal Airport, Drake Field
4500 South School Avenue, Suite F
Fayetteville, Arkansas 72701
Ray M. Boudreaux, Director

RESOLUTION NO. _____

A RESOLUTION APPROVING A THIRTY-YEAR GROUND LEASE WITH WALKER PROPERTIES II L.P. FOR THE CONSTRUCTION OF A HANGAR BUILDING AT THE FAYETTEVILLE MUNICIPAL AIRPORT, DRAKE FIELD

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

Section 1. That the City Council of the City of Fayetteville, Arkansas, hereby approves a Thirty-Year Ground Lease with Walker Properties II L.P. for the construction of a hangar building at the Fayetteville Municipal Airport, Drake Field.

PASSED and **APPROVED** this 15th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

LEASE AGREEMENT
Ground Lease

This **Lease Agreement** (this "**Lease**") entered into effective as of the ____ day of _____ _____, 2007 ("**Effective Date**"), by and between the **CITY OF FAYETTEVILLE, ARKANSAS** and **WALKER PROPERTIES II, L.P.**, an Arkansas limited partnership ("**Walker Properties**").

WHEREAS, the City of Fayetteville owns and operates the Fayetteville Municipal Airport, Drake Field (the "**Airport**"), situated in Washington County in the State of Arkansas; and

WHEREAS, the purpose of this Lease is to provide Airport land for the construction of an aircraft hangar ("**Hangar**") with access to the runway and taxiways; and

WHEREAS, Walker Properties' aviation-related activities will significantly contribute to the economic vitality of the Airport through fuel purchases, flight activity, maintenance activity and commerce conducted via the air transportation portal of the City of Fayetteville; and

WHEREAS, Walker Properties desires to lease from City of Fayetteville certain ground for the construction of an aircraft hangar and ramp as described below (the "**Leased Premises**"):

> A TRACT OF LAND 175 FT. X 125 FT. (TOTALING 21,875 SQ. FT.) LOCATED AT THE FAYETTEVILLE MUNICIPAL AIRPORT - DRAKE FIELD AND MORE PARTICULARLY SET FORTH AND SHOWN ON EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF, ONCE COMPETED TO HAVE AN ADDRESS OF 4390 SOUTH SCHOOL AVENUE.

NOW, THEREFORE, the Parties hereto agree as follows:

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

A. Title Commitment. The City of Fayetteville shall, within thirty (30) days after the Effective Date, cause to be furnished to Walker Properties a current Title Commitment (the "**Title Commitment**") issued by a reputable "**Title Company**" effective as of the date which is on or after the Commencement Date showing the City of Fayetteville as the record title owner of the Leased Premises. The Title Commitment shall evidence Title Company's agreement to issue to or for City of Fayetteville a Leasehold Policy of Title Insurance covering Walker Properties' leasehold estate in standard form insuring Walker Properties' leasehold estate to the Leased Premises as good and indefeasible subject to the terms of such policy. The City of Fayetteville shall, within such thirty

(30) day period, cause the Title Company to deliver to Walker Properties legible copies of all documents and plats, if any, to which the Title Commitment refers. The amount of the Title Policy shall be an amount equal to the actual cost of the Hangar, and the premium for the Title Policy shall be the sole expense of Walker Properties.

B. Survey. Within thirty (30) days after the Effective Date, the City of Fayetteville shall deliver to Walker Properties and the Title Company, survey documentation for the Leased Premises sufficient to permit Walker Properties to determine the location of existing structures, boundary lines, encroachments and easements (including easements for utilities and for ingress and egress.)

C. Environmental Assessment. Walker Properties may procure, at its expense, and deliver a copy thereof to City of Fayetteville within sixty (60) days following the Effective Date a written report by a qualified environmental audit professional or company (to include a Phase I Environmental Site Assessment), acceptable to both City of Fayetteville and Walker Properties, dated within such sixty (60) day period, stating that as of the date of said report there is no evidence or indication of the presence of any environmental contamination or Hazardous Substances (as defined in Section 6.B. hereof) on or under the Leased Premises. The report shall utilize readily available sources of data and an inspection of the Leased Premises. The report shall also include historical uses of the Leased Premises. The report shall certify there are no actual or potential environmental problems based on the current and past uses of the Leased Premises that would indicate violation of any federal, or state, or local law, rule, or regulation, specifically including, but not limited to, the Federal Clean Air Act, the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq. ("**RCRA**"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 USC Section 9601 et seq. ("**CERCLA**"), the Hazardous Materials Transportation Act, as amended, 49 US.C Section 1802 et seq. ("**HMTA**"), the Federal Water Pollution Control Act ("**FWPC**") or the Occupational Safety Health Act ("**OSHA**").

D. Review Period. Walker Properties shall be entitled to a period (the "**Review Period**") of ninety (90) days following the Effective Date in which to notify City of Fayetteville in writing of any objections Walker Properties has to any matters shown on the Title Commitment, the Survey or the Environmental Assessment, or matters made known to Walker Properties by virtue of Walker Properties' inspection of the Leased Premises which materially and adversely affect Walker Properties' use of the Lease Premises. In addition, Walker Properties shall be permitted during the Review Period to determine that necessary utilities are available to Walker Properties at reasonable costs and that Walker Properties will be able to prepare the site for hangar construction at reasonable costs. Any other provision herein to the contrary notwithstanding, Walker Properties objects to all existing liens (other than liens securing the payment of taxes assessed or to be assessed for the current year), and all exceptions set forth in the Title Commitment arising on or after the effective date of this Lease. All objections raised in the manner herein provided are hereafter called "**Objections**". (All exceptions not objected to shall be considered the "**Permitted Title Exceptions**"). In the event City of Fayetteville fails, refuses or is unable to cause the removal of any Objections within thirty (30) days after receipt of Walker Properties' notice in writing, either (1) this Lease may be terminated in its entirety by or on behalf of Walker Properties by giving City of

Fayetteville written notice to such effect on or before the thirtieth (30th) day following the end of such thirty (30) day "cure" period, whereupon all parties hereto shall be released and relieved of further obligations, liabilities or claims hereunder; or (2) any such objections may be waived in writing by or on behalf of Walker Properties.

2. **TERM.** The term of this Lease is thirty (30) years ("**Initial Term**"), beginning on (a) the date on which a building permit is issued by the City of Fayetteville or (b) the one hundred twentieth (120th) day after the execution and approval of this Lease by the City of Fayetteville, whichever first occurs (the "**Lease Commencement Date**") and terminating at midnight on the last day of the calendar month ending immediately preceding the thirtieth anniversary of the Lease Commencement Date (viz., _____, 2037), unless otherwise terminated, canceled or extended as set forth herein below. Walker Properties will commence development of the property at the earliest possible time consistent with the requirements of the City of Fayetteville Code of Ordinances and the Unified Development Ordinance. Should Walker Properties be unable to complete the project within nine (9) months after the Lease Commencement Date, the City of Fayetteville shall have the right to terminate this Lease.

A. Option to Extend. Provided that Walker Properties has complied with and performed all conditions, covenants, and terms of this Lease without any uncured defaults by Walker Properties that are not otherwise in the process of being resolved, Walker Properties shall have the option to extend this Lease for one (1) additional period of twenty (20) years ("**Extension Term**") under the same terms and conditions herein, which option shall be deemed automatically exercised by Walker Properties at the end of the Initial Term unless Walker Properties shall affirmatively act to negate such automatic exercise by written notice to terminate delivered to the City of Fayetteville not less than one hundred eighty (180) days prior to the expiration of the Initial Term.

B. Additional Extension. Any extension beyond the fifty (50) years included within the Initial Term and any Extension Term shall be upon mutually agreeable terms and conditions to be negotiated by the parties at that time.

3. **RENTAL FEES.** During the first five (5) years of the term of this Lease, Walker Properties agrees to pay City of Fayetteville an annual ground rental fee of ten cents ($0.20) per square foot of total leased ground space. Leased ground space totals 21,875 square feet. Annual rental due the City of Fayetteville is Four Thousand Three Hundred Seventy Five Dollars and No cents ($4,375.00). Said rental is to be paid in advance in yearly installments on the Lease Commencement Date and each anniversary thereof during the lease term.

A. Rent Adjustments. Rental charges payable hereunder shall be reviewed every five (5) years, not fewer than sixty (60) days prior to the end of the current five-year period, and the rental charges for the next five (5) years of the lease term will be adjusted, effective as of the first day of such ensuing five-year period ("**Rent Adjustment Date**") to reflect changes in the Consumer Price Index (CPI) during the previous five years, using the formula and definitions set forth in Lease Attachment #1; provided, however, that in no event shall the monthly rent payable hereunder be less than the monthly amount paid during the previous five-year period.

B. Late Charge. A delinquency charge will be imposed on payments not received by the close of business on the tenth (10th) day after the due date. Such delinquency charge shall be the maximum amount allowable under Arkansas law. All payments shall be delivered or mailed to: City of Fayetteville, 113 West Mountain Street, Fayetteville, Arkansas 72701.

4. **UTILITIES AND JANITORIAL SERVICES**. Walker Properties shall be responsible for the payment of all utilities associated with the hangar facility to be constructed upon the Leased Premises, including but not limited to, electric, gas, heating, water/sewer, and trash removal. The City of Fayetteville shall not be required to furnish to Walker Properties any facilities or services of any kind, such as, but not limited to, water/sewer, trash removal, electricity, or gas. Any such facilities or services required by Walker Properties for their use and purposes shall be their sole and exclusive responsibility and Walker Properties agrees to hold City of Fayetteville harmless from any responsibility or liability therefor.

5. **TERMS AND CONDITIONS; QUIET ENJOYMENT.** Walker Properties agrees to comply with and abide by all terms and conditions set forth in this Lease. The City of Fayetteville covenants and agrees that, subject to the terms and provisions of this Lease, if and for such period of time as Walker Properties keeps and performs, in all material respects, each and every covenant, agreement, term, provision and condition herein contained on the part or on behalf of Walker Properties to be kept or performed, Walker Properties shall be entitled to quietly and peacefully hold, occupy and enjoy the Leased Premises and Walker Properties' rights under this Lease during the entire lease term.

6. **USE OF THE PREMISES**. Walker Properties agrees that the Leased Premises shall be used and occupied only as an aircraft hangar and for related, lawful purposes.

A. **Flammable Material**. Walker Properties further agrees not to store any flammable material on the Leased Premises other than a limited supply of aircraft fuel, oils and agents necessary for the operation of an aircraft hangar.

B. **Hazardous Substance.** Other than as may required or incidental to its use of the Leased Premises as an aircraft hangar, Walker Properties shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City of Fayetteville's written consent. If Hazardous Substances are used, stored, generated or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Walker Properties is responsible or legally liable, Walker Properties shall indemnify and hold harmless the City of Fayetteville from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation any damages caused by loss or restriction of rentable or usable space as part of the Leased Premises) arising during or after the term hereof and arising as a result of contamination of the Leased Premises by Walker Properties, its agents, employees, and invitees. This indemnification includes, without limitation, all costs incurred by the City of Fayetteville by reason of any investigation of the Airport

or any cleanup, removal or restoration mandated by a federal, state, local agency or political subdivision. As used herein "**Hazardous Substances**" means and includes (1) "hazardous wastes" as defined by the RCRA, (2) "hazardous substances" as defined by the CERCLA, and (3) "hazardous materials" as defined by the HMTA.

C. Use of Engines. Walker Properties shall not start or operate aircraft engines within the hangar facility to be constructed on the Leased Premises and shall not allow such operations by any other person.

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

A. Municipal Regulations. Walker Properties agrees to observe and obey City of Fayetteville's Ordinances and Regulations with respect to the use of the Leased Premised and Airport; provided, however, such Ordinances and Regulations shall be consistent with public safety and with all city, county, state and federal ordinances, rules and regulations.

B. Federal Regulations. Walker Properties agrees to abide by the rulings of the Federal Aviation Administration with respect to the use of the Leased Premises. *The Minimum Standards for Fayetteville Municipal Airport, Drake Field* (herein referred to as the "**Airport Minimum Standards**") are made part of this Lease by reference as if included herein word for word.

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

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

B. Standard of Care. The necessity for and adequacy of repair to the Lease Premises,

pursuant to subparagraph 8.A. hereof, shall be measured by the standard which is appropriate for improvements of similar construction in an around the City of Fayetteville and also shall meet the requirements and standards set out and promulgated by the City of Fayetteville in the City of Fayetteville Code of Ordinances and the Unified Development Ordinance.

C. Reimbursement for Expenses. Walker Properties agrees to reimburse City of Fayetteville for all sums expended by it in performing repairs or maintenance required of or caused to be made by the City of Fayetteville pursuant to the regulations and rules of the City of Fayetteville mentioned in subparagraph 8.B. above as a result of failure by Walker Properties to maintain or repair the Leased Premised as required.

9. **ALTERATIONS AND IMPROVEMENTS**. Walker Properties is hereby authorized to make, during hangar construction, any alterations, additions and improvements which Walker Properties deems to be necessary and desirable to the interior and exterior of the hangar to be constructed on the Leased Premises, provided such alterations, additions and improvements meet all City of Fayetteville requirements.

A. Post-Construction Alterations and Improvements. Following completion of construction, Walker Properties shall not be entitled to make any major or material alterations, additions or changes to the exterior of the said hangar without the City of Fayetteville's prior written consent, which consent shall not be unreasonably withheld or delayed.

B. Ownership of Alterations and Improvements. Walker Properties acknowledges and agrees that the hangar itself, and all such alterations, additions and improvements, including paneling, partitions, railings, floors, ceilings and the like, shall become the property of the City of Fayetteville upon the termination of this Lease (and any extensions hereto).

C. Personal Property. All movable fixtures, telephone equipment, machinery and equipment relating to an aircraft hangar, and all computer systems, furniture, furnishings, and other items of personal property (**"Tenant Property"**) purchased or leased by Walker Properties or Sunrise Aviation, LLC (**"Sunrise"**), and installed by Walker Properties or Sunrise at its own cost and expense prior to and during the lease term shall remain the property of Walker Properties and/or Sunrise which shall, subject to City of Fayetteville's rights under Section 13 hereof, be removed within sixty (60) days after any termination of this Lease. At the termination of the Lease, the Hangar shall become the property of the City of Fayetteville. "Movable fixtures" shall include all Walker Properties and Sunrise signage, logos, marks, or anything else that is unique to Walker Properties and/or Sunrise.

10. **INSURANCE**. Walker Properties shall obtain and maintain property insurance coverage for the repair or replacement of the hangar to be constructed upon the Leased Premises, with an insurance company licensed to do business in the State of Arkansas, naming the City of Fayetteville and the Fayetteville Municipal Airport and their respective trustees, agents, officers, and employees as additional insureds on the policy, and Walker Properties shall provide the Airport Administration

Office with a Certificate of Insurance upon request from time to time during the term of this Lease. Walker Properties acknowledges that it is Walker Properties' responsibility to maintain insurance on Walker Properties' personal property including any aircraft to be kept in the hangar on the Leased Premises.

11. **SUB-LEASING AND ASSIGNMENT**. Walker Properties shall not be entitled to sub-lease or assign the Walker Properties' interest in this Lease Agreement except as provided herein.

A. Subleasing. Walker Properties may sub-lease the Leased Property so long as Walker Properties remains primarily liable to the City of Fayetteville for the performance of all of the tenant's and sub-tenant's obligations under this Lease; provided, that Walker Properties shall not be required to remain primarily liable if the sublessee is approved by the City of Fayetteville as being financially capable of performing its obligations of sublessee, which approval shall not be unreasonably conditioned, withheld or delayed.

B. Assignment. Except as permitted by Section 17 hereof with respect to the right to mortgage its leasehold interest and the resulting rights of the mortgagee to convey its interest to a purchaser in foreclosure, Walker Properties shall not assign its interest in this Lease Agreement without first obtaining the written permission of the City of Fayetteville; provided however, that Walker Properties may, in any event, assign its interest in this Lease Agreement for a One Hundred and Eighty (180) day period to a qualified intermediary, in order for Walker Properties to accomplish a tax deferred exchange under Section 1031 of the Internal Revenue Code. A request by Walker Properties for the City of Fayetteville's approval of an assignment of this Lease shall not be unreasonably conditioned, withheld or delayed for more than twenty (20) days after a written request for approval shall have been delivered by Walker Properties to the City of Fayetteville, and any such delay shall be deemed to constitute the City's acquiescence in and approval of any such assignment-approval request, and in the absence of explicit provisions to the contrary set forth within therein, any such approval shall be deemed to imply Walker Properties' release from all further liability under this Lease.

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

(i) Walker Properties shall fail to pay when due and owning any rentals hereunder and such nonpayment shall continue for twenty (20) days after written notice thereof to Walker Properties by the Airport or the City of Fayetteville;

(ii) Walker Properties shall voluntarily abandon, desert or vacate the Leased Premises;

(iii) Walker Properties shall fail to comply with the insurance requirements imposed hereunder; or

(iv) Walker Properties shall fail to observe or perform any other of its obligations hereunder, and such failure shall continue unremedied for twenty (20) days after the City of

Fayetteville shall have given to the Walker Properties written notice specifying such default. Provided, the Airport may grant Walker Properties such additional time as shall be reasonably required to correct any such default if Walker Properties has instituted corrective action and diligently is pursuing the same.

13. **REMEDIES UPON LESSEE'S DEFAULT**. Whenever an event of default of Walker Properties shall occur, the City of Fayetteville may pursue any available right or remedy at law or equity including the right, at the City of Fayetteville's exclusive option, to deliver to Walker Properties written notice of termination, specifying the date upon which the Lease will terminate.

A. Reentry and Surrender of Possession. In the event of termination, Walker Properties' rights to possession of the Leased Premises shall cease immediately upon the effective date of such termination. The City of Fayetteville may then reenter and take possession of the Leased Premises and Walker Properties shall forthwith surrender possession of the Leased Premises.

B. Tenant Liabilities. Upon termination of this Agreement, Walker Properties shall be liable for payment of:

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

(2) The reasonable costs incurred by the City of Fayetteville to re-let the Leased Premises, or any portion thereof; and

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

C. Re-letting. All rentals received by the City of Fayetteville from re-letting the Leased Premises after the termination of this Agreement shall be credited against the outstanding rental balance. The acceptance by the City of Fayetteville of any rentals from Walker Properties after the termination of this Agreement shall not reinstate this Agreement.

D. Attorney Fees. Upon such notice of termination by reason of the occurrence of an uncured event default, Walker Properties agrees to vacate the Leased Premises immediately upon the effective date of any such termination. Should it become necessary for City of Fayetteville to resort to judicial process to enforce the terms of this Agreement, or reclaim possession of the Leased Premises, Walker Properties agrees to pay a reasonable attorney's fee.

E. Removal of Tenant's Property. Notwithstanding anything to the contrary herein, upon the expiration of this Lease, or its sooner termination for any reason, in addition to its right to remove movable fixtures and personal property, Walker Properties shall have not less than thirty (30) days to enter the Leased Premises and remove all signage and all other items bearing any of marks or logos of Walker Properties or Sunrise Aviation.

14. **EXPIRATION OR TERMINATION.** On the expiration or other termination of this Lease,

Walker Properties' right to use the Leased Premises shall cease, and Walker Properties shall vacate the premises without unreasonable delay. All property installed, erected or placed by Walker Properties in, on, or about the Leased Premises hereunder shall be deemed to become and remain the property of City of Fayetteville; provided, however, that Walker Properties shall have the right at any time during the term of this Agreement, or any renewal or extension hereof, and for an additional period of seven (7) days after the expiration or other termination of this Agreement, to remove any or all of Walker Properties' property, subject to Walker Properties' obligation to repair all damage to the Leased Premises, if any, resulting from such removal. Any and all property not removed by Walker Properties prior to the expiration of the aforesaid seven (7) day period shall thereupon become a part of the Leased Premises and title thereto shall thereupon vest in City of Fayetteville.

15. **TERMINATION OF AIRPORT**. In the event that the Fayetteville Municipal Airport facility and property are at some point no longer used for aviation purposes, Walker Properties may remain in possession of the Leased Premises until the end of the lease term with the right to use the Leased Premises for any use allowable under Arkansas law or, in the alternative, may terminate this Lease without further obligation to pay rent hereunder.

16. **TAXES**. Walker Properties shall pay, as and when due, all *ad valorem* taxes and assessments upon the Leased Premises and upon all personal property located upon the Leased Premises which are assessed during the lease term.

17. **MORTGAGING OF LEASEHOLD**. Walker Properties is hereby given the absolute right without the City of Fayetteville's consent to mortgage its interest in the Leased Premises, provided that no such mortgage shall extend to or affect the fee, the reversionary interest, or the estate of City of Fayetteville in and to the Leased Premises and building (hangar facility complex) to be erected thereon. If, before any default occurs in this Lease, the holder of any such mortgage gives the City of Fayetteville a written notice containing the holder's name and office address, the City shall give the holder a copy of each notice of default by Walker Properties at the same time that City gives such notice to Walker Properties. Each copy of such notice shall be deemed duly given to the holder when mailed to the holder at its last post office address furnished to the City of Fayetteville. The City of Fayetteville shall accept performance by the holder of any such mortgage of any obligation of this Lease that Walker Properties is required to perform, with the same force and effect as if performed by Walker Properties, provided that at the time of such performance the City is furnished with satisfactory evidence that the person, firm or corporation tendering such performance or payment has the claimed interest in the Leased Premises. The holder of such mortgage shall have ten (10) days after receipt of any such notice of default within which to cure any default in the payment of rent or additional rent under this Lease, and a reasonable time within which to cure any other default.

18. **INDEMNITY**.

A. By Walker Properties. Walker Properties agrees to indemnify City of Fayetteville against any liability for injuries to persons or damage to property caused by Walker Properties' gross negligent use or occupancy of the Leased Premises; provided, however, that Walker Properties shall not be liable for any personal injury, damage or loss occasioned by the negligence of City of Fayetteville or its agents or employees, and provided further, that each party shall give prompt and

timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest.

B. By City of Fayetteville. To the fullest extent permitted by law, the City of Fayetteville shall indemnify, defend and hold harmless Walker Properties, its Manager, employees, subtenants and agents from and against any and all claims, actions, damages liabilities, losses, liens, proceedings and demands ("**Claims**") arising from the City of Fayetteville's willful or grossly negligent conduct, or the willful or grossly negligent conduct of the City's employees, agents or contractors, and all costs, expenses (including reasonable attorney fees and expenses incurred in or in connection with each such claim or action or proceeding brought thereon. In addition, the City of Fayetteville shall defend, indemnify and hold Walker Properties harmless from and against any and all Claims against Walker Properties arising from the violation by the City of Fayetteville, its tenants or predecessors in title, of any violation Environmental Law or the presence of Hazardous Substance on or under the Leased Premises, or for the remediation of any contamination or release for which the City, its tenants or predecessors in title are legally responsible. Upon written notice and demand from Walker Properties, the City of Fayetteville shall resist and defend against any such Claim by counsel chosen by the City, which counsel shall be reasonably satisfactory to Walker Properties. The City and its counsel shall keep Walker Properties fully apprised at all times of the status of such defense. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

19. **NON-WAIVER**. Neither the waiver by City of Fayetteville of any breach of this Lease by Walker Properties of any provision hereof nor any forbearance by the Airport to seek a remedy for any such breach shall operate as a waiver of any other breach by Walker Properties.

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

CITY OF FAYETTEVILLE:	**WALKER PROPERTIES, II L.P.**
Airport Administration Office	Walker Development, Inc. General Partner
4500 S. School Avenue, Suite F	1657 W. Sunrise Mountain Rd.
Fayetteville, Arkansas 72701	Fayetteville, Arkansas 72701
PH: 479-718-7642	PH: 479-521-2101
FAX: 479-718-7646	FAX: 479-585-2292

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

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

23. **INTEGRATION**. The contents of this Lease as executed by the parties shall be considered the entire agreement concerning this ground lease.

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Dan Coody, Mayor

ATTEST:

By: _____
Sondra Smith, City Clerk and Treasurer

WALKER PROPERTIES, II, L.P.

By: Walker Development, Inc.,
General Partner

By_____
John M. Walker, President

ATTEST:

By: _____
Debbie Walker,
Secretary of Walker Development, Inc.
General Partner of Walker Properties II, L.P.

LEASE ATTACHMENT NUMBER ONE

Rent adjustments shall be made as of each Rent Adjustment Date for the ensuing five-year period of the lease term (or extension thereof) and shall be determined by the following formula:

Rent as last established or adjusted under this Lease

multiplied by:

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

plus

one percent (1%) of the Rent established under this Lease

Where, "**Current Index**" shall be the CPI *(D-1 Consumer Price Index-All City Average, all items groups, subgroups and special groups, published monthly in the Monthly Labor Review of the Bureau of Labor Statistics of the United States Department of Labor)* for the month immediately prior to the applicable Rent Adjustment Date, and "**Base Index**" shall be the CPI for the month immediately prior to the Commencement Date or the last most recent Rent Adjustment Date, whichever is applicable.

In no event, however, shall the Rent for any period be less than the Rent as last adjusted under this Lease. In the event that such CPI is no longer published or otherwise available, the adjustment provided for herein shall be by using the successor (or the most nearly comparable successor) index thereto, adjusted as appropriate to the applicable dates.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jun-07
City Council Meeting Date

Yolanda Fields	Community Resources	Operations
Submitted By	Division	Department

Action Required:

Approval of 2007 Community Development Grant Agreement.

$0.00		
Cost of this request	Category/Project Budget	Program Category / Project Name
		Grant Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Community Development
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [ ]

Department Director — 5-15-07 Date

City Attorney — 5/21/07

Finance and Internal Service Director — 5-22-07 Date

Mayor — 5/22/07 Date

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 5/25/07

Received in Mayor's Office ENTERED 5/22/07

Staff recommends approval of 2007 Community Development Block Grant Agreement.

CITY COUNCIL AGENDA MEMO

To: Mayor and Council

Thru: Gary Dumas, Director of Operations

From: Yolanda Fields, CR Director

Date: May 15, 2007

Subject: Community Development Block Grant (CDBG) 2007 Funding Agreement

RECOMMENDATION

Staff recommends approval of grant agreement.

BACKGROUND

Fayetteville has been a Community Development Block Grant (CDBG) Entitlement city since 1975. The grants are based on a formula allocation that takes into account such factors as population, percent of low/moderate income persons and the number of housing units. Each year the Community Resources Division submits an annual "Action Plan" and funding request to the U.S. Department of Housing & Urban Development (HUD) for CDBG funding.

Grant amounts vary each year dependent on funding levels authorized by Congress through the annual federal budget process. The award for 2007 is $655,977.00 Grant funding detail:

Administration	**$128,084**
Rehabilitation	**$343,610**
YouthCan	**$ 19,354**
Legal Aid of AR	**$ 23,428**
Fayetteville Public Library	**$ 2,500**
LifeSource	**$ 8,606**
Life Styles, Inc.	**$ 3,112**
Code Compliance	**$ 37,283**
Habitat for Humanity	**$ 90,000**
Grant Total	**$655,977**

DISCUSSION

The 2007 Community Development Block Grant Agreement is being submitted for approval.

BUDGET IMPACT

2007 grant revenue - $655,977.

RESOLUTION NO. _____

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT FOR 2007 IN THE AMOUNT OF $655,977.00.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves the Community Development Block Grant (CDBG)Agreement in the amount of $655,977.00 for 2007, with allocation as follows:

- Administration $128,084.00
- Rehabilitation $343,[illegible]
- YouthCan $19,35[illegible]
- Legal Aid of AR $23,428.00
- Fayetteville Public Library $2,5[illegible]0.00
- LifeSource [illegible]6.00
- Life Styles, Inc. $3,112.00
- [illegible] Compliance $37,283.00
- Habitat for Humanity $90,000.00

PASSED AND APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COUNTY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Fayetteville	3. Grantee's 9-digit Tax ID Number 71-6018462	4. Date use of funds may begin (mm/dd/yyyy) 01/01/2007
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 113 West Mountain Fayetteville, AR 72701	5a. Project/Grant No. 1 B-07-MC-05-0001	6a. Amount Approved $655,977
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) James E. Slater		Grantee Name Honorable Dan Coody	
Title Director, Community Planning and Development		Title Mayor	
Signature	Date (mm/dd/yyyy) 5/9/07	Signature	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action (check only one)
- [x] a. Entitlement, Sec 106(b)
- [ ] b. State-Administered, Sec 106(d)(1)
- [ ] c. HUD-Administered Small Cities, Sec 106(d)(2)(B)
- [ ] d. Indian CDBG Programs, Sec 106(a)(1)
- [ ] e. Surplus Urban Renewal Funds, Sec 112(b)
- [ ] f. Special Purpose Grants, Sec 107
- [ ] g. Loan Guarantee, Sec 108

8. Special Conditions (check one)
- [ ] None
- [x] Attached

9a. Date HUD Received Submission (mm/dd/yyyy) 11/16/2006

9b. Date Grantee Notified (mm/dd/yyyy) 05/04/2007

9c. Date of Start of Program Year (mm/dd/yyyy) 01/01/2007

10. check one
- [x] a. Orig. Funding Approval
- [ ] b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY ( )	FY ( )	FY (2007)
a. Funds Reserved for this Grantee			$655,977
b. Funds now being Approved			$655,977
c. Reservation to be Cancelled (11a minus 11b)			-0-

12a. Amount of Loan Guarantee Commitment now being Approved

12b. Name and complete Address of Public Agency

Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

E.O. 12372
SPECIAL CONTRACT CONDITION
WATER OR SEWER FACILITIES

Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

City of Fayetteville
Staff Review Form
City Council Agenda Items
Contracts

5-Jun-07
City Council Meeting Date

Yolanda Fields	Community Resources	Operations
Submitted By	Division	Department

Action Required:

Approval of lease for 818 N Sang

$0.00		
Cost of this request	Category/Project Budget	Program Category / Project Name
		Grant Revenue
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	Community Development
Project Number	Remaining Balance	Fund Name

Budgeted Item [x] Budget Adjustment Attached [ ]

Department Director — Date: 5-18-07

City Attorney — Date: 5-18-07

Finance and Internal Service Director — Date: 5-21-07

Mayor — Date: 5/21/07

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 5/18/07

Received in Mayor's Office — ENTERED 5/21/07

Staff recommends approval of lease.

CITY COUNCIL AGENDA MEMO

To: Mayor and Council

Thru: Gary Dumas, Director of Operations

From: Yolanda Fields, CR Director

Date: May 18, 2007

Subject: Lease for building at 818 N Sang

RECOMMENDATION

Staff recommends approval of lease.

BACKGROUND

Building located at 818 N. Sang was acquired with CDBG funds in 1981. The building was leased to the Council on Aging until last year. Since that time, the building has no longer been utilized for senior services. Buildings acquired with CDBG funds must be used to provide services to the community or may be sold and the funds returned to the CDBG program. The building would best serve the community by housing a program to serve the residents of the City of Fayetteville. A public notice was placed in the paper requesting applications for the use of the building.

DISCUSSION

A selection committee was formed, consisting of five city staff member representing the Community Resources, Long Range Planning, Short Range Planning and Community Policing. The committee reviewed and ranked the applications. Based on a unanimous vote of the committee, the YouthCan! organization was selected as the next occupant of the building located at 818 N. Sang.

BUDGET IMPACT

None

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A FOUR YEAR LEASE WITH YOUTHCAN! FOR THE FORMER SANG AVENUE SENIOR CENTER

WHEREAS, the City of Fayetteville purchased 818 N. Sang Avenue from a church in 1981 with Community Development Block Grant funds and leased it to the Council on Aging to provide services to senior citizens of Fayetteville; and

WHEREAS, with the opening of the new Senior Citizens Center in Walker Park, this building is no longer needed for services to Fayetteville's senior citizens; and

WHEREAS, after advertising the availability of this building for community service organizations serving Fayetteville citizens, the selection committee selected the Creative Action Network for Youth, Inc. (YouthCAN!) as the best service provider to be housed in this building.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Lease Agreement with YouthCAN! Attached as Exhibit A which allows YouthCAN! To lease this space in consideration of its services to Fayetteville youth, its commitment to invest $500.00 monthly up to a balance of $30,000.00 in a Maintenance and Repair fund to pay for virtually all future repair and maintenance expenses, to carry $300,000.00 fire insurance on the building, and to perform all the other duties spelled out in the Lease Agreement. Mayor Coody is hereby authorized to sign this Lease Agreement.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

LEASE AGREEMENT
FOR 818 NORTH SANG AVENUE

THIS LEASE AGREMENT is executed this _____ day of June, 2007, by and between the City of Fayetteville, Arkansas, and Creative Action Network for Youth Inc., a non-profit Arkansas corporation, hereinafter referred to as "YouthCAN!".

In consideration of the promises, covenants and commitments contained herein, the City of Fayetteville and YouthCAN! hereby agree as follows:

1. **PREMISES.** The City of Fayetteville hereby leases to YouthCAN!, and YouthCAN! hereby leases from the City of Fayetteville, the building, parking lot and premises of 818 N. Sang Avenue, Fayetteville, AR 72701.

2. **TERM.** The original term of this Lease shall commence on July 2, 2007, and shall terminate on the July 2, 2011 at 5:00 P.M. This Lease shall be automatically extended for one additional term of four years unless written notice of termination is given by City of Fayetteville or YouthCAN! to the other party at least thirty (30) days prior to expiration of the original term of this lease. The notice shall be effective if mailed or delivered to:

City of Fayetteville Mayor's Office 113 W. Mountain Fayetteville, AR 72701	YouthCAN! Executive Director 818 N. Sang Avenue Fayetteville, AR 72701

3. **CONSIDERATION.** In consideration for the use of the leased premises, YouthCAN! agrees to provide its services to the citizens of Fayetteville and Northwest Arkansas with an emphasis on low to moderate income children and families in Fayetteville. YouthCAN! agrees to provide creative programs and activities that empower youth and families to make healthy and responsible choices. YouthCAN! shall maintain at all times a current and complete record of all activities conducted on the leased premises in a form specified by the City of Fayetteville. YouthCAN! shall submit a quarterly activity report to the City of Fayetteville's Community Resources Division on or before the 15th day of the month following the end of the quarter. The City of Fayetteville and the United States Department of Housing and Urban Development shall have complete access to all of YouthCAN!'s records during all reasonable hours and shall have the right to inspect and copy said records.

4. **UTILITIES.** YouthCAN! shall be responsible for prompt and complete payment of all utilities including electric bills, natural gas bills, water and sewer bills, sanitation service bills and telephone bills.

5. **IMPROVEMENTS TO PREMISES.** If previously approved in writing by the Community Resources Division of the City of Fayetteville, YouthCAN! may make

improvements as are necessary to carry out the service of providing the transformational impact of the arts on youth and families. YouthCAN! agrees that it will keep and maintain the demised premises and all improvements thereon in good condition and repair at all times. YouthCAN! agrees to be responsible for yard maintenance and for the maintenance and replacement of all heating, electrical and air conditioning equipment and plumbing on the premises. YouthCAN!, at its cost and expense, shall maintain and keep premises in as good repair as when the premises were received, ordinary wear and tear and casualties beyond YouthCAN!'s control excepted, and YouthCAN! shall return the leased premises at the expiration or termination of the Lease in good order and condition excepting only ordinary wear and tear and casualties beyond YouthCAN!'s control. Upon termination of this lease, all improvements shall become the property of the City of Fayetteville.

6. **MAINTENANCE AND REPAIR FUND**. YouthCAN! will establish and maintain a Maintenance and Repair Fund. YouthCAN! shall immediately begin depositing the amount of **$500.00** per month in a separate savings account in a savings institute acceptable to the City of Fayetteville for the period of time required to establish and maintain a fund total of **$30,000.00**. These funds may be used only for the maintenance and repair of the premises. At the end of this Lease Agreement, all funds in this account not needed for repair or maintenance to return the premises to good condition and repair shall become the sole property of YouthCAN!.

7. **INSURANCE**. YouthCAN! agrees to carry fire and extended coverage insurance on the improvements on the demised premises, which policy shall name City of Fayetteville as an insured and YouthCAN! agrees to maintain said policy in force throughout the term of the Lease and any extension thereof. Said policy shall be in the amount of $300,000.00. YouthCAN! shall file a copy of said policy and all renewals with the City Clerk of City of Fayetteville. YouthCAN! agrees to immediately notify City of Fayetteville in writing of any amendments to or cancellation of said policy or renewals.

8. **MONTHLY FINANCIAL STATEMENTS**. YouthCAN! shall maintain complete and accurate monthly financial statements for all activities conducted on the leased premises. YouthCAN! shall file a copy of each month's financial statement with the City of Fayetteville's Community Resources Division on or before the 15th day of the following month.

9. **BENEFIT TO LOW INCOME FAMILIES**. The Community Development Program has been developed so as to give maximum feasible priority to activities which will benefit low and moderate income families or aid in the prevention or elimination of slums or blight. YouthCAN! commits that the leased premises will be used to benefit low and moderate income families.

10. **COMPLIANCE WITH FEDERAL RULES AND REGULATIONS.** YouthCAN! agrees to comply with all rules and regulations as established by the Department of Housing and Urban Development for programs financed by the Housing and Community Development Act of 1974; and

a. YouthCAN! will comply with the regulations, policies, guidelines and requirements of OMB Circular No. A-102, Revised, acceptance, and use of Federal funds under 24 CFR 570; and

b. YouthCAN! will comply with all requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with OMB Circular No. A-102, Revised.

c. YouthCAN! will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and regulations issued pursuant thereto (24 CFR Part 1), and agrees that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of YouthCAN!'s programs or activities.

d. YouthCAN! will comply with Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR Part 570.601), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds proved under 24 CFR 570.

e. YouthCAN! will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by, persons residing in the area of the project.

11. **PERSONAL GAIN.** YouthCAN! will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. **HATCH ACT.** YouthCAN! will comply with any applicable provisions of the Hatch Act.

13. **RIGHT TO INSPECT RECORDS.** YouthCAN! will give HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the program.

14. **ENVIRONMENTAL PROTECTION**. YouthCAN! will ensure that the facilities under its lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

15. **FLOOD DISASTER PROTECTION ACT**. YouthCAN! shall comply with the Flood Disaster Protection Act of 1973, P.L. 93-234, 87stat. 975, approved December 31, 1973. Section 103(a) required, on and after march 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phase "Federal financial assistance" shall be included in any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

16. **CURE OR TERMINATION**. If the City of Fayetteville determines that YouthCAN! has violated a duty, term or condition of this Lease Agreement, it shall so notify YouthCAN! in writing at the address listed above in paragraph 2. YouthCAN! shall have thirty (30) days after said notification to cure the breach. If YouthCAN! fails to cure the breach to the satisfaction of the City of Fayetteville within the allotted period of time, the City of Fayetteville, acting through its Mayor, may declare this Lease Agreement terminated and so notify YouthCAN! which shall immediately vacate the premises.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the date first above written.

CREATIVE ACTION NETWORK FOR YOUTH, INC. d/b/a YouthCAN!

BARBARA PRICE DAVIS
Executive Director

CITY OF FAYETTEVILLE, ARKANSAS

DAN COODY, Mayor

ATTEST:

Sondra E. Smith, City Clerk/Treasurer

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2007
City Council Meeting Date
Agenda Items Only

Missy Leflar	Human Resources	Operations
Submitted By	**Division**	**Department**

Action Required:

Staff requests approval of an addendum to the City's present contract with Reliance Standard Life Insurance company for Life and LTD Disability Insurance.

N/A	$ 176,676.00	Personnel Services
Cost of this request	Category / Project Budget	Program Category / Project Name
Various	$ 70,876.00	Various
Account Number	Funds Used to Date	Program / Project Category Name
	$ 105,800.00	Various
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [ ]

Department Director — Date: 5-17-07

City Attorney — Date: 5/22/07
ADDENDUM NOT YET REVIEWED.

Finance and Internal Service Director — Date: 5-22-07

Mayor — Date: 5/22/07

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office ENTERED 5/18/07

Received in Mayor's Office ENTERED 5/22/07

Comments:

Fayetteville
ARKANSAS

CITY COUNCIL AGENDA MEMO: June 5, 2007 Meeting

TO: Mayor Dan Coody and the City Council
THRU: Gary Dumas, Operations Director
FROM: Missy Leflar, Human Resources Division Manager
DATE: May 17, 2007
SUBJECT: Renewal of City's Life and Long Term Disability Insurance

Recommendation
Staff recommends approval of an addendum to the City's present contract with Reliance Standard Life Insurance Company. The addendum would extend the present one year contract, set to expire in November, to include a mutual option to renew each of the following two Novembers. A copy of the addendum and accompanying contract is attached.

Background
Last fall the City changed its Life as well as Long Term Disability insurance coverage for employees from USAble over to Reliance Standard Life Insurance Company. The present contract expires November 1, 2007, subject to a month to month renewal. There is money in the 2007 budget to renew in November, and by prior agreement Reliance guarantees the same premium rates if the City renews in November, 2007.

Discussion
A change from carrier to carrier creates potential policy coverage issues and employee and staff sign-up and conversion issues. Coverage changes can thus be advisable when advantageous from the standpoint of cost or service issues, but generally not otherwise. This particular changeover was done to resolve a cost issue; However, it created a coverage issue that became apparent this winter when an employee was out on health related leave during the change over and then passed away. Due to the unfortunate timing of the unforeseen illness, the employee was neither covered by the new life insurance policy nor the old one.

Reliance has agreed to pay the employee's widow as if the employee had been covered, provided the City agrees to a two year mutual option to renew (November 1, 2007 and November 1, 2008) subject to the following conditions: 1) That Reliance continue its present good level of customer service to the City; 2) That Reliance guarantee the same premiums at the first renewal and "fair and reasonable" premiums based on industry actuarial and experience standards at the second renewal; 3) That the City's budget allows for the expense; and 4) That in the event the City does not exercise both renewals it pay Reliance back the amount Reliance paid the deceased employee's widow (approximately $70,000).

Budget Impact
The Reliance renewal for 2007 is already in this year's budget.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO THE CONTRACT WITH RELIANCE STANDARD FOR EMPLOYEE LIFE AND LONG TERM DISABILITY INSURANCE COVERAGE

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. A copy of the Addendum, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED AND APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

LIONEL COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

1-May-07
City Council Meeting Date

Connie Edmonston CE	Parks & Recreation	Operations
Submitted By	Division	Department

Action Required:

Resolution to authorize the Mayor to process a Conditional Use Application for a cell tower in Walker Park.

n/a		Gulley Park Improvements
Cost of this request	Category/Project Budget	Program Category / Project Name
		Gulley Park Improvements
Account Number	Funds Used to Date	Program / Project Category Name
		Parks Development
		Sales Tax
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date: 4.13.07

City Attorney — Date: 4-18-07

Finance and Internal Service Director — Date: 4-18-07

Mayor — Date: 4/18/07

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 4.13.07

Received in Mayor's Office

Comments:

Tabled to 6/5/07 City Council mtg 5/1/07

CITY COUNCIL AGENDA MEMO

To: Mayor Dan Coody and City Council
Thru: Gary Dumas, Operations Director
From: Connie Edmonston, Parks and Recreation Director
Date: April 12, 2007
Subject: **Resolution to authorize the Mayor to process a Conditional Use application for a cell tower in Walker Park**

BACKGROUND

Smith Communications has submitted a request to place a 150 foot cell tower within the confines of Walker Park. This tower would be configured as a Monopine camo-mount to blend into the forest canopy and imitate the appearance of a pine tree. This request would be similar to the cell tower lease and contract that was approved at the new Fire Station in Routh Park.

Representatives of Smith Communications toured the Walker Park area with Park Staff and found the best location would be adjacent to the parking lot located north of 13th Street and Block. The tower would require a 30 foot road and utility easement from the northeast corner of the parking lot leading to a 3,600 square foot area in which the tower would be located. The area would be screened with a wood fence and landscaping. Many areas within Walker Park were not considered because they were not accessible to tower service vehicles, in too close proximity to active recreation areas, or were within the floodway.

There are two areas of Walker Park that are included in an Arkansas Parks and Tourism Outdoor Recreation Grant provision that secures in perpetuity the use of these areas for outdoor recreational use only. Several grant projects were awarded in these areas to build the skate park in the northwest section and the playground, restroom and racquetball court on the southern portion. The location of a cell tower would be prohibited in these areas. These areas are noted as A and B on the attached map. The western two thirds of the Block Street parking lot is not owned by the City.

The request for a 30 year lease with Smith Communications for a cell tower in Walker Park was presented to the Parks and Recreation Advisory Board (PRAB) on March 5, 2007. PRAB toured the site with David Reynolds from Smith Communications and unanimously voted to table the vote to a Special Board meeting on March 15, 2007.

On March 15th PRAB voted (5-3) against the proposed placement of the cell tower in Walker Park. Discussion included statements related to the incompatibility of a cell tower with the relative natural forested setting of Walker Park. Other members were concerned about potentially establishing a precedent for placing towers in parks and the long length of the lease that could conflict with the future use of the park. There was some discussion about distorting or obscuring the view from the downtown area to Walker Park. PRAB members voting for the cell tower stated that if the tower was going

to be placed in that area and be visible from the park, they would like the Parks to receive the revenue instead of another entity. (See attached PRAB March 5 and 15, 2007 minutes.)

DISCUSSION

Unified Development Code Title XV, section 163.14 Wireless Communications Facilities (F), states the City "...should actively market its own property and existing structures as suitable co-location sites." Even though the Parks and Recreation Advisory Board voted against the tower to be located in Walker Park, Smith Communications is asking the City Council if a portion of Walker Park could be leased for the tower. (See attached letter.)

This submission is not a request for the approval of the cell tower, but a to allow a petition to the Planning Comission to determine land use campatibility in Walker Park for the tower. If approved by the City Council, a lease agreement will be forwarded for consideration. In order for Smith Communication to complete the Planning Commission Conditional Use Application, they must have the approval of the City to lease the land. In this instance in which PRAB recommended denial of the use of Walker Park for the cell tower placement, it is essential to determine the intent of City Council before Smith Communications proceeds with the Conditional Use Application. Smith Communications must know if the City would lease the land before they continue to the Planning Commission for final determination.

BUDGET IMPACT

The contract between the City and Smith Communications would be very similar to the contract for the Fire Station at Routh Park. This would be a 30 year lease allowing up to five carriers on the tower. The City could receive monthly revenues of $3,500 to $4,500 depending on the number of carriers and the contract negotiated by our City Attorney. Smith Communications has also agreed to donate $20,000 to the Walker Park Mural project to help with it's completion to include three kiosk signs, audio recordings related to the depictions on the mural and a sidewalk around the perimeter for ADA accessibility.

Attachments:

Smith Communication Proposal
Smith Communication Letter
Walker Park Map
PRAB Meeting Minutes of March 5 and 15, 2007

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE

LEGAL DEPARTMENT

TO: **Dan Coody**, Mayor
City Council
Connie Edmonston, Parks & Recreation Division Head

FROM: **Kit Williams**, City Attorney

DATE: **April 18, 2007**

RE: **Monopole cell tower proposed for Walker Park**

I have drafted a very similar potential contract to lease land in Walker Park to a cell tower company as was done next to the Fire Station at Hwy. 265 and Old Wire Road. This cell tower would generate:

(a) $20,000.00 contribution to the Walker Park Mural Project;
(b) Free City use of the tower for at least two needed antennas;
(c) $12,000.00 to $54,000.00 annual rent (depending on how many cell phone tenants locate on the tower). The rent is linked to the CPI and will increase with inflation.

The City Council's policy outlined in its cell tower ordinance is to locate cell towers on city land where feasible. However, if the City Council does not wish to locate this in a partially obscured location off a parking lot in Walker Park, the cell tower company will likely locate it right across 15th Street which will be plainly visible from Walker Park, but not physically inside our park's borders.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A TWENTY-FIVE YEAR LEASE WITH CALLAHAN TOWER JOINT VENTURE FOR A SMALL LOT IN WALKER PARK FOR A MONOPINE CELL TOWER AT AN ANNUAL RENT OF BETWEEN $12,000.00 AND $54,000.00, PLUS A $20,000.00 CONTRIBUTION TO THE WALKER PARK MURAL PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached Land Lease Agreement with Callahan Tower Joint Venture to lease a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00 (depending on the number of cell phone tenants subleased on the tower), plus the City's free use of the cell tower to place at least two city antennas for use of the Water and Sewer Department and/or other City Departments, and the contribution of $20,000.00 by Callahan Tower Joint Venture for the City's Walker Park Mural Project.

PASSED and **APPROVED** this 1st day of May, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

LAND LEASE AGREEMENT

This Agreement, made this _____ day of May, 2007, between the CITY OF FAYETTEVILLE, ARKANSAS, 113 W. Mountain Street, Fayetteville, AR 72701, hereinafter designated FAYETTEVILLE, and CALLAHAN TOWER JOINT VENTURE, with its principal office located at Callahan Tower, 520 N. College Avenue, Fayetteville, AR 72701, hereinafter designated as CALLAHAN. FAYETTEVILLE and CALLAHAN are at times collectively referred to hereinafter as the "Parties".

1. PREMISES. FAYETTEVILLE hereby leases to CALLAHAN a portion of that certain parcel of property referred to hereinafter as the Walker Park site, located in Washington County, Arkansas, and described in Exhibit "A" attached hereto (the "Land Space"), together with the non-exclusive but constant (24 hours per day, 7 days a week) access and utility easement over, under, or along the existing driveway, said Land Space and easement (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. CALLAHAN agrees not to block the driveway at any time and to coordinate and cooperate with the CITY OF FAYETTEVILLE and its Parks Department in their use and access to their facilities.

2. SURVEY. FAYETTEVILLE also hereby grants to CALLAHAN the right to survey the Walker Park site and the Premises, and said survey after review and acceptance by FAYETTEVILLE shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by CALLAHAN.

3. TERM. This Agreement shall be effective as of the date of execution by both parties, and the initial term of five (5) years shall commence on the first day of the month following the Planning Commission's approval of the conditional use permit for a cell tower at this site, at which time rental payments shall commence and be due at a total monthly rental of **One Thousand Dollars ($1,000.00)** to be paid on the first day of the month, in advance, to FAYETTEVILLE.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless CALLAHAN terminates it at the end of the then current term by giving FAYETTEVILLE written notice of its intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The monthly rental for the first five year extension term shall be increased by an amount equal to the total CPI increase during the five year period of the lease; the monthly rental for the second five year extension term shall be further increased by an amount equal to the total CPI increase during the second five year period of the lease; the monthly rental for the third five year extension term shall be further increased by an amount equal to the total CPI increase during the third five year period of the lease; and the monthly rental for the fourth five year extension term shall be further increased by an amount equal to the total CPI increase during the fourth five year period of the lease.

6. USE: GOVERNMENTAL APPROVALS. CALLAHAN shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of CALLAHAN (not including the access easement). All improvements, equipment and conduits shall be at CALLAHAN's expense and the installation of all improvements shall be at the discretion and option of CALLAHAN. CALLAHAN shall have the right to replace, repair, add or otherwise modify its equipment and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that CALLAHAN's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit CALLAHAN use of the Premises as set forth above. FAYETTEVILLE shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by CALLAHAN. In the event that any of such applications for such Governmental Approvals should be finally rejected; any Governmental Approval issued to CALLAHAN is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority CALLAHAN shall have the right to terminate this Agreement. Notice of CALLAHAN's exercise of its right to terminate shall be given to FAYETTEVILLE in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by CALLAHAN, or upon such later date as designated by CALLAHAN. All rentals paid to said termination date shall be retained by FAYETTEVILLE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, CALLAHAN shall have no further obligations for the payment of rent to FAYETTEVILLE. If this site becomes technologically unsuitable for CALLAHAN's purposes, CALLAHAN may terminate this lease upon ninety days notice.

7. INSURANCE. CALLAHAN agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits not less than $1,000,000 for injury to or death of one or more persons in any one occurrence and $500,000 for damage or destruction to property in any one occurrence.

8. LIMITATION OF LIABILITY. In no event will either FAYETTEVILLE or CALLAHAN be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or loss or interruption of use of service, under any theory of tort, strict liability or negligence.

9. INTERFERENCE. CALLAHAN agrees to install equipment of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to any equipment of FAYETTEVILLE or its lessees of the Property. In the event any after-installed CALLAHAN's equipment causes such interference, and after FAYETTEVILLE has notified CALLAHAN in writing of such interference, CALLAHAN will take all commercially reasonable steps necessary to correct

and eliminate the interference, including but not limited to, at CALLAHAN's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will FAYETTEVILLE be entitled to terminate this Agreement or relocate the equipment as long as CALLAHAN is making a good faith effort to remedy the interference issue. CALLAHAN agrees to indemnify and hold Fayetteville harmless from any claim by other tenants that CALLAHAN's equipment has damaged or interfered with their equipment or service to their customers. FAYETTEVILLE agrees that it or other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause material interference which is measurable in accordance with then existing industry standards to the then existing equipment of CALLAHAN.

10. REMOVAL AT END OF TERM. CALLAHAN shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. FAYETTEVILLE agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of CALLAHAN shall remain the personal property of CALLAHAN and CALLAHAN shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes CALLAHAN to remain on the Premises after termination of this Agreement, CALLAHAN shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

11. QUIET ENJOYMENT. FAYETTEVILLE covenants that CALLAHAN, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. FAYETTEVILLE agrees that this lease shall survive and remain in force if FAYETTEVILLE sells or transfers any part of the Land Space.

12. TITLE. FAYETTEVILLE represents and warrants to CALLAHAN as of the execution date of this Agreement, and covenants during the Term that FAYETTEVILLE is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement and that there are no covenants, easement or restrictions which prevent or adversely affect the use of occupancy of the Premises by CALLAHAN as set forth above.

13. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between FAYETTEVILLE and CALLAHAN and that no verbal or oral agreements, promises or understandings shall be binding upon either FAYETTEVILLE or CALLAHAN. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to

enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

14. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of Arkansas and venue shall be in Washington County.

15. ASSIGNMENT. This Agreement may be sold, assigned or transferred by CALLAHAN without any approval or consent of FAYETTEVILLE to CALLAHAN's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of CALLAHAN's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of FAYETTEVILLE, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of CALLAHAN shall constitute an assignment hereunder. CALLAHAN may sublease any portion of the Property at its sole discretion upon notice to FAYETTEVILLE. Any sublease that is entered into by CALLAHAN shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which CALLAHAN allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of CALLAHAN set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(a) In the event CALLAHAN subleases any portion of the Property, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between FAYETTEVILLE and CALLAHAN in the following manner: (i) The first cell phone carrier's antenna array is paid for by the monthly rent charged to CALLAHAN pursuant to this Land Lease Agreement; (ii) The gross rental paid by (and the gross value of any other type of consideration received from) the business using the second set of cell phone antennas shall be divided with 75% of the gross going to CALLAHAN and 25% to FAYETTEVILLE; (iii) The gross rental paid by (and the gross value of any other type of consideration received from) the business using the third and any subsequent set of cell phone antennas shall be divided with 50% of the gross going to CALLAHAN and 50% to FAYETTEVILLE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to CALLAHAN. CALLAHAN shall be responsible to Fayetteville for the collection or payment of rents by the Sublessee and their remittance to FAYETTEVILLE. However, CALLAHAN shall have no liability to FAYETTEVILLE in the event of failure of payment by Sublessee. In this event, CALLAHAN shall have no liability of any nature to FAYETTEVILLE for failure to sublet all or any part of the premises to any or all potential Sublessee(s); CALLAHAN will provide FAYETTEVILLE with all agreements that have been executed by CALLAHAN and its Sublessee.

(b) Notwithstanding any other provision of this Agreement, CALLAHAN shall not be required to obtain approval from FAYETTEVILLE for the subletting of the Property or

part thereof. CALLAHAN shall have the sole right to determine whether it will Sublet any portion of the Property or whether it will sublease to any specific Sublessee.

16. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

FAYETTEVILLE: CITY OF FAYETTEVILLE
Office of the Mayor
113 W. Mountain Street
Fayetteville, AR 72701

CALLAHAN: CALLAHAN TOWER JOINT VENTURE
ATTN: Jason Steele
520 N. College Avenue
Fayetteville, AR 72701

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

17. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

18. DEFAULT.

(a) In the event there is a breach by CALLAHAN with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, FAYETTEVILLE shall give CALLAHAN written notice of such breach. After receipt of such written notice, CALLAHAN shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided CALLAHAN shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and CALLAHAN commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. FAYETTEVILLE may not maintain any action or effect any remedies for default against CALLAHAN unless and until CALLAHAN has failed to cure the breach within the time periods provided in this Paragraph. However, repetitive breaches relating to blocking or interfering with the access easement or the rights of other tenants to successfully operate their equipment without electronic or other interference shall give FAYETTEVILLE the right to terminate this contract even if such breaches are temporary and cured within thirty days.

(b) In the event there is a breach by FAYETTEVILLE with respect to any of the provisions of this Agreement or its obligations under it, CALLAHAN shall give FAYETTEVILLE written notice of such breach. After receipt of such written notice,

FAYETTEVILLE shall have thirty (30) days in which to cure any such breach, provided FAYETTEVILLE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and FAYETTEVILLE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. CALLAHAN may not maintain any action or effect any remedies for default against FAYETTEVILLE unless and until FAYETTEVILLE has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if FAYETTEVILLE fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by FAYETTEVILLE if the failure to perform such an obligation interferes with CALLAHAN's ability to conduct its business on the Property; provided, however, that if the nature of FAYETTEVILLE's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

19. REMEDIES. Upon a default, the non-defaulting party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf. The costs and expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting party upon invoice therefor. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Premises are located; provided, however, FAYETTEVILLE and CALLAHAN shall use reasonable efforts to mitigate any damages in connection with a default by FAYETTEVILLE or CALLAHAN. If CALLAHAN so performs any of FAYETTEVILLE's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by CALLAHAN shall immediately be owing by FAYETTEVILLE to CALLAHAN, and FAYETTEVILLE shall pay to CALLAHAN upon demand the full undisputed amount thereof with interest thereon from the date of payment at the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if FAYETTEVILLE does not pay CALLAHAN the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from CALLAHAN, CALLAHAN may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to FAYETTEVILLE until the full undisputed amount, including all accrued interest, is fully reimbursed to CALLAHAN.

20. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following the event, CALLAHAN may terminate this by sending written notice to FAYETTEVILLE. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such

fire or other casualty in proportion to the degree to which CALLAHAN'S use of the Premises is impaired.

21. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, CALLAHAN, in CALLAHAN's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt CALLAHAN's operations at the Premises for more than forty-five (45) days, CALLAHAN may, at CALLAHAN's option, to be exercised in writing within fifteen (15) days after FAYETTEVILLE shall have given CALLAHAN written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. CALLAHAN may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement,. CALLAHAN does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, CALLAHAN shall promptly repair any damage to the Premises caused by such condemning authority.

22. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

23. APPLICABLE LAWS. CALLAHAN shall, in respect to the condition of the Premises and at CALLAHAN's sole cost and expense, comply with (a) all Laws relating solely to CALLAHAN'S specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by CALLAHAN in the Premises.

24. SURVIVAL. Any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

25. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

26. CITY OF FAYETTEVILLE'S RIGHT TO USE TOWER. As an express condition for this lease and for the reduced rental payments demanded from CALLAHAN, CALLAHAN agrees to provide FAYETTEVILLE adequate access to and use of the tower and Leased Property to install antennas at sufficient height and location to fulfill the needs of FAYETTEVILLE and its operating departments. FAYETTEVILLE agrees to cooperate with CALLAHAN in the placement of its antennas to attempt to avoid interfering with CALLAHAN's or sublessees' use of the tower for cell phone purposes.

27. WALKER PARK MURAL DONATION. Callahan Joint Ventures agrees to contribute $20,000.00 to the Walker Park Mural project upon approval of this contract by the City Council and approval of its conditional use permit request for the proposed cell tower by the PlanningCommission.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

CALLAHAN TOWER JOINT VENTURE

By: _____
JASON STEELE
President

By: _____
MICHAEL SMITH, CEO

Attest: _____

CITY OF FAYETTEVILLE

By: _____
DAN COODY
Mayor

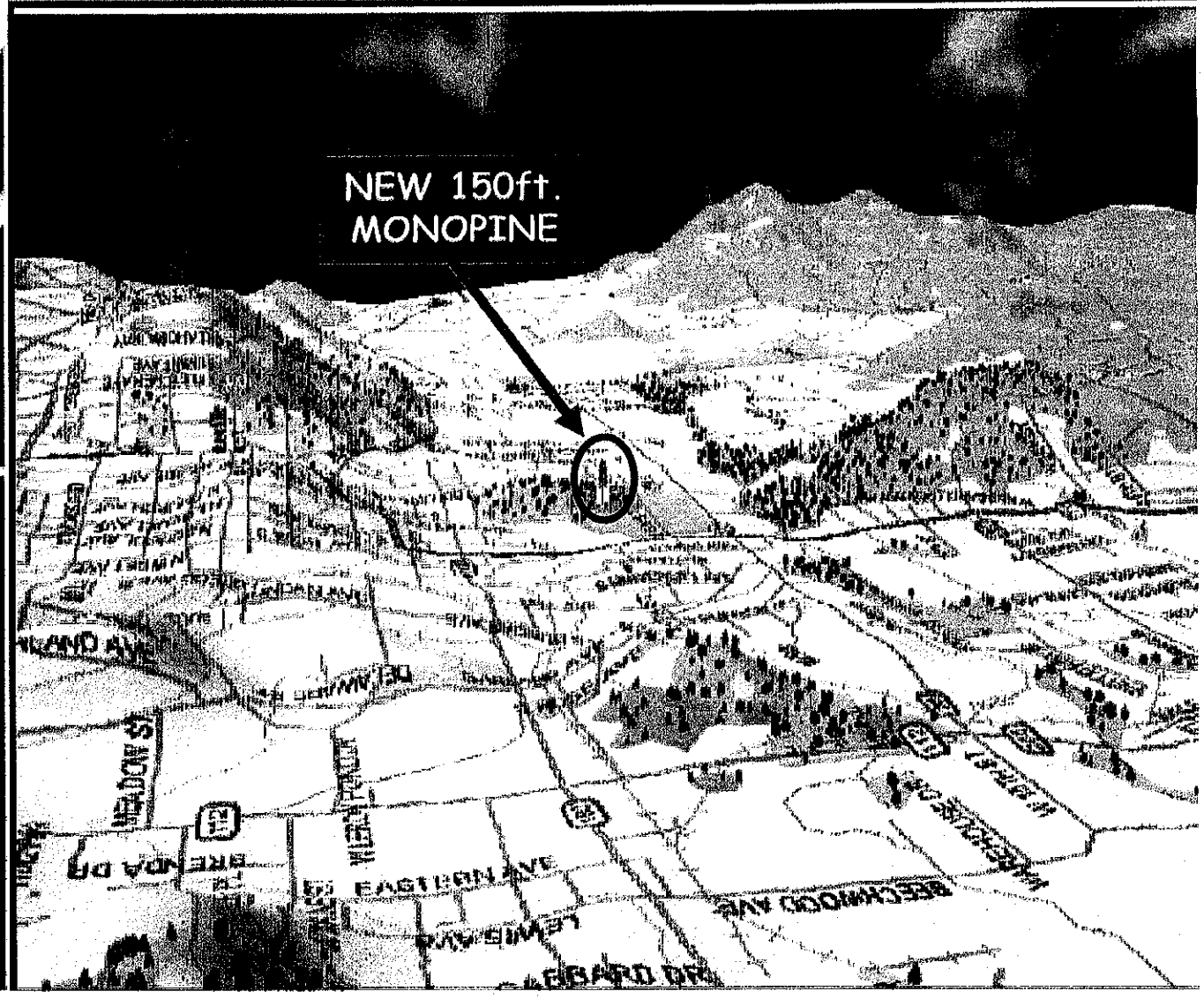
Attest: _____
Sondra E. Smith, City Clerk/Treasurer

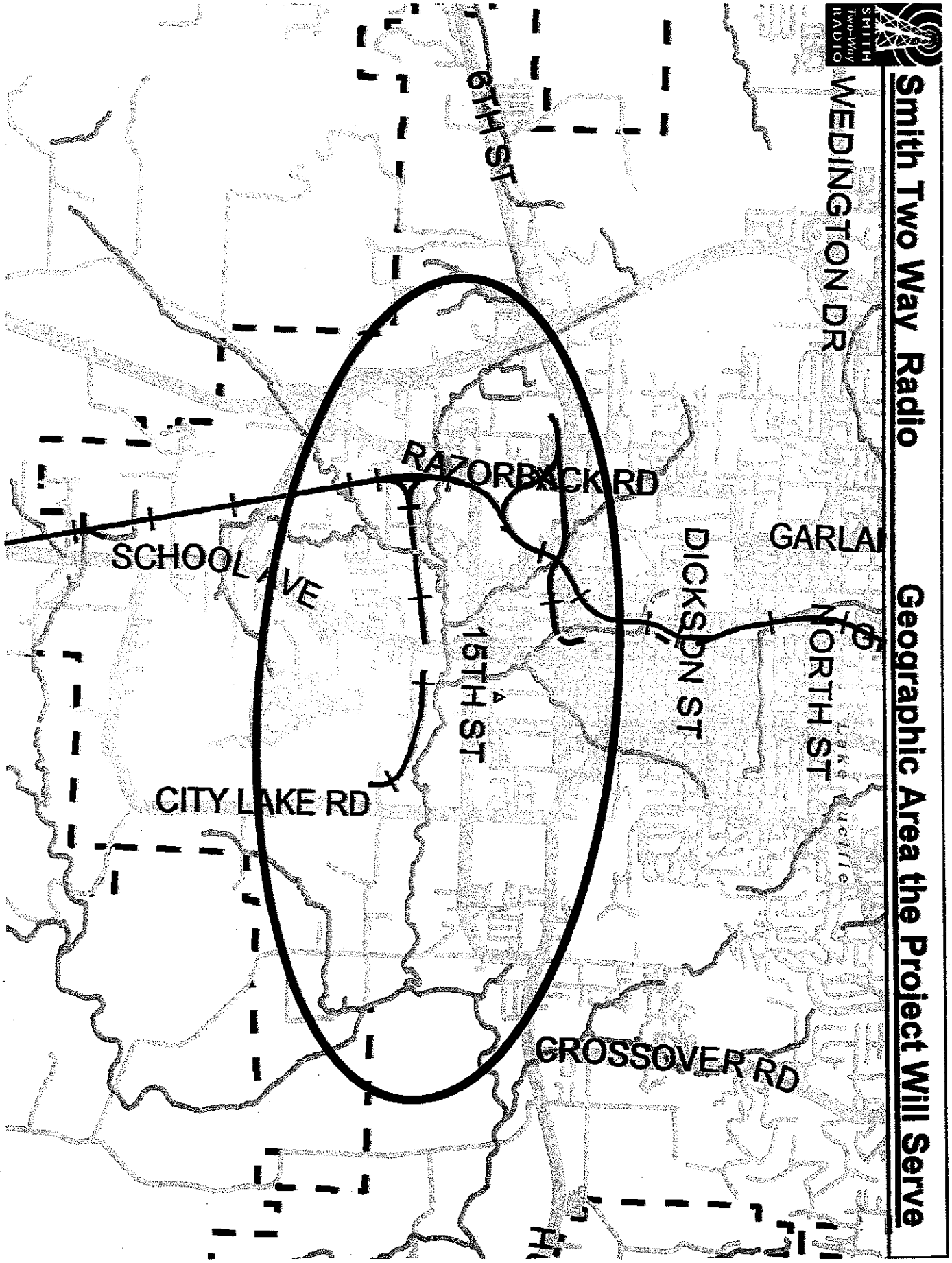
Walker Park Imagery

SMITH
Two-Way
RADIO

Smith Two Way Radio

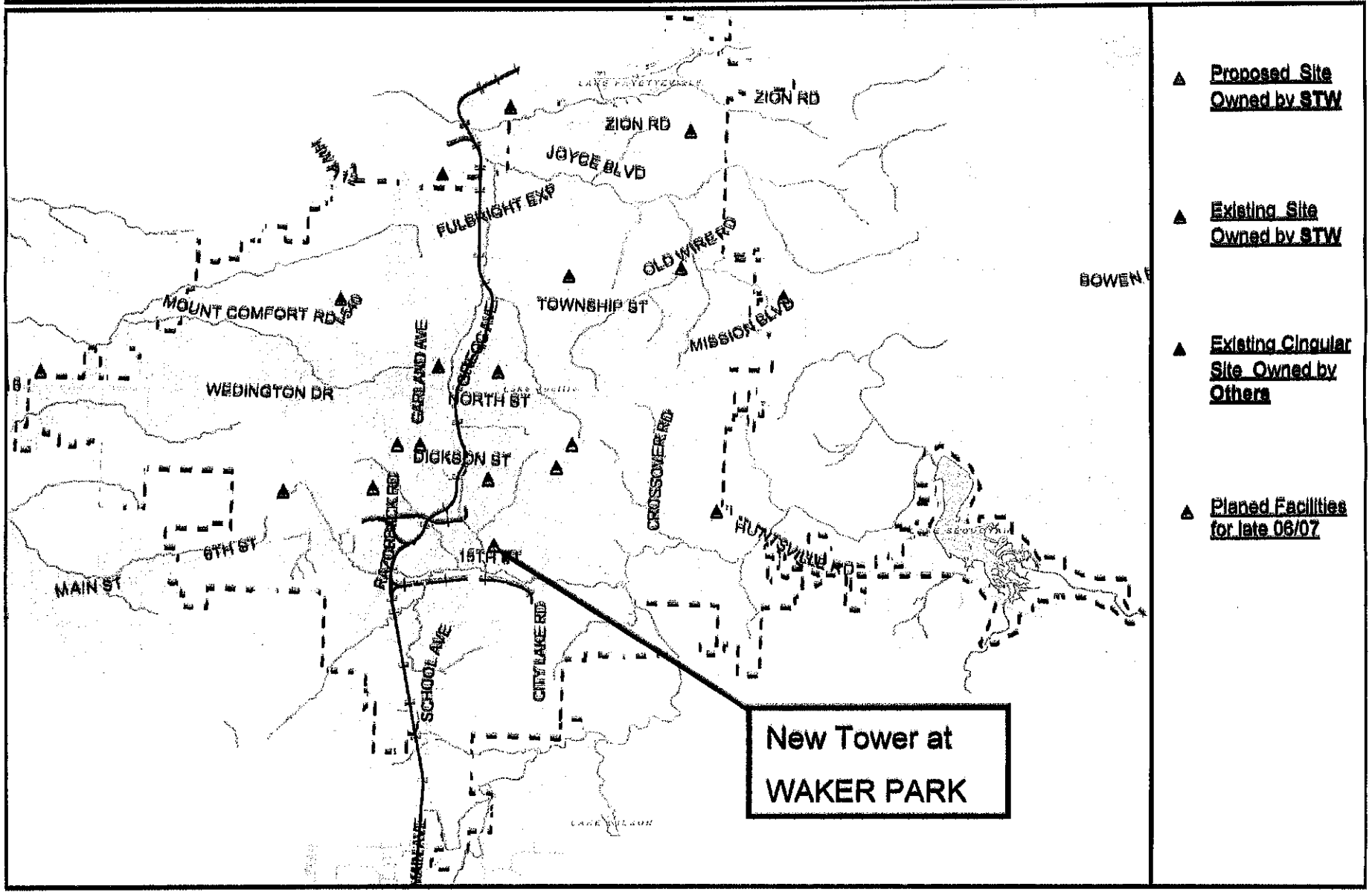
Proposal for NEW Wireless Communications Facility @ WALKER PARK

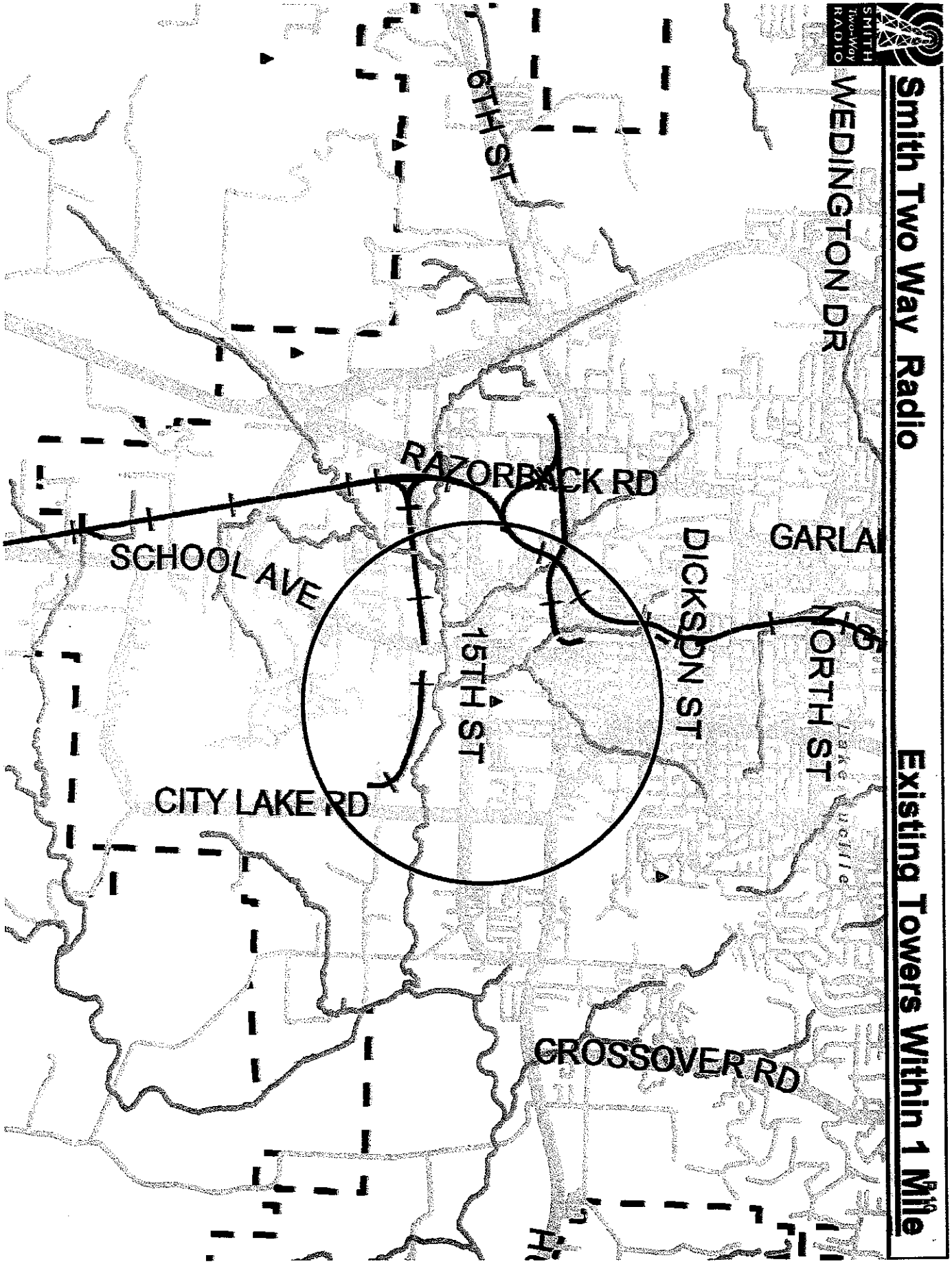



Smith Two Way Radio
Geographic Area the Project Will Serve
SMITH Two-Way RADIO
WEDINGTON DR
6TH ST
RAZORBACK RD
GARLA
SCHOOL AVE
DICKSON ST
NORTH ST
15TH ST
CITY LAKE RD
CROSSOVER RD

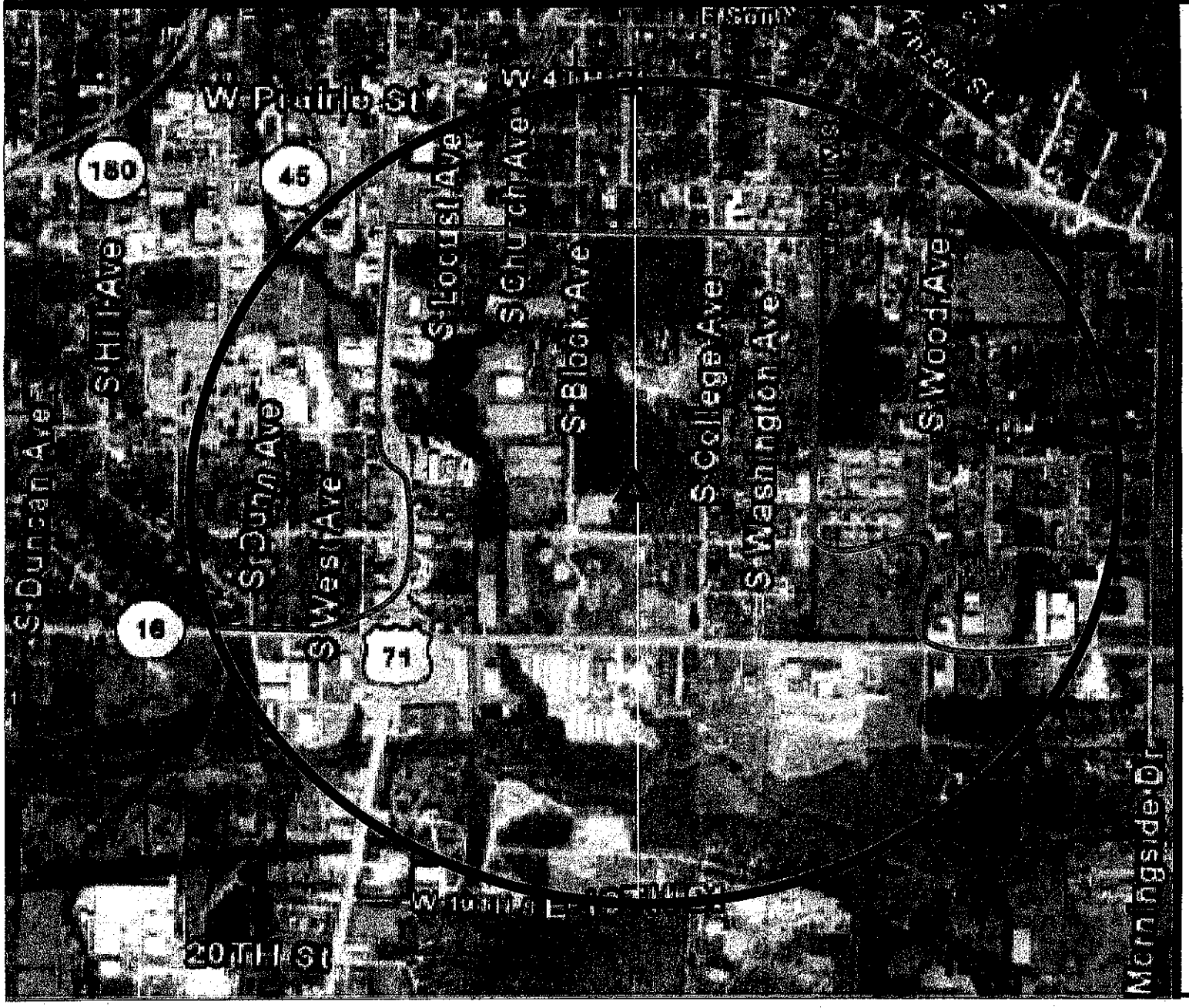
SMITH Two-Way RADIO

Smith Two Way Radio — Existing and Planned Facilities




Smith Two Way Radio
Existing Towers Within 1 Mile
SMITH Two-Way RADIO
WEDINGTON DR
6TH ST
RAZORBACK RD
GARLA
SCHOOL AVE
DICKSON ST
NORTH ST
15TH ST
CITY LAKE RD
CROSSOVER RD

Smith Two Way Radio Single Family Residences ½ Mile Radius



This Area is Single Family Residents

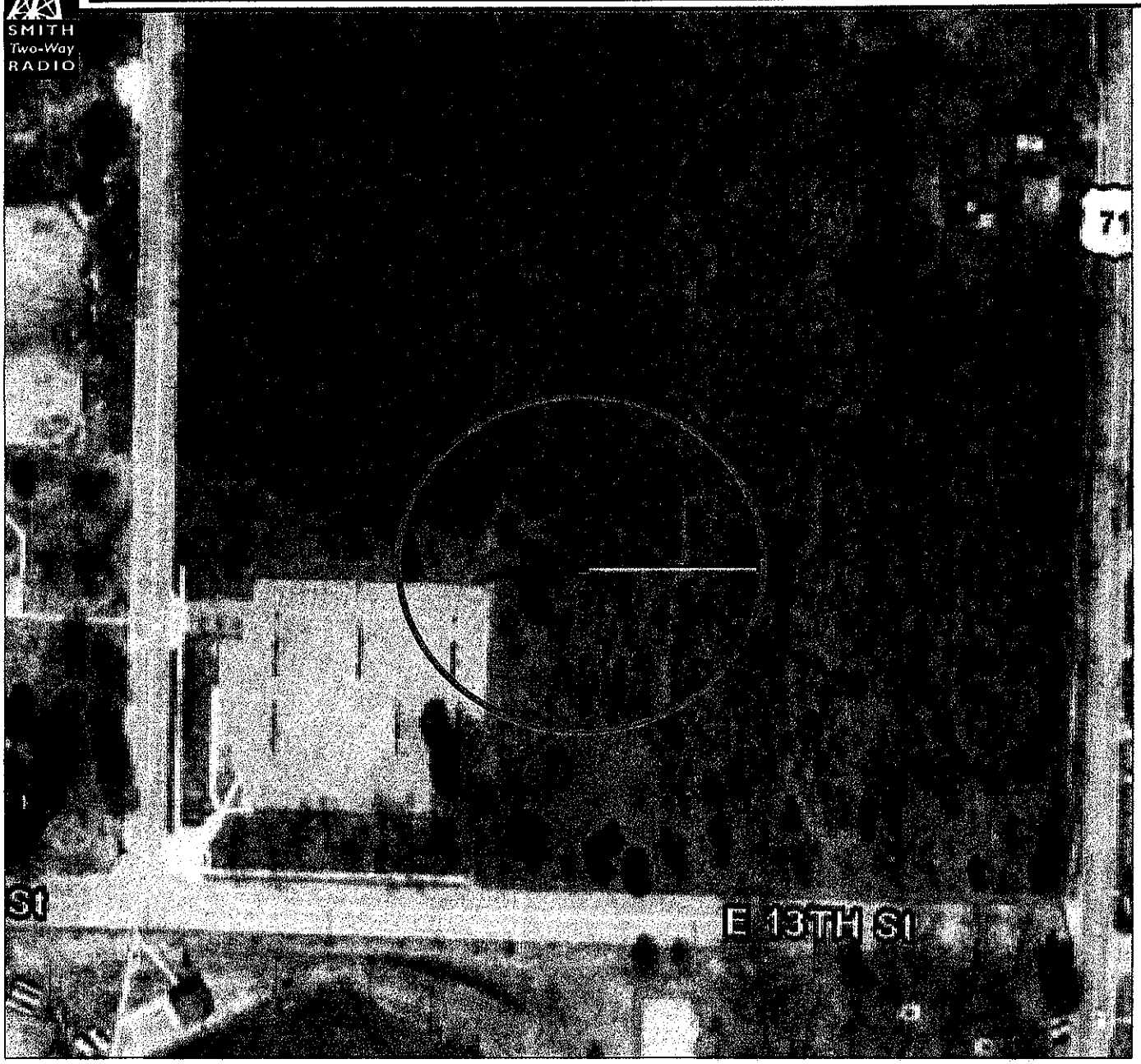
Smith Two Way Radio

500 ft Radius

SMITH
Two-Way
RADIO

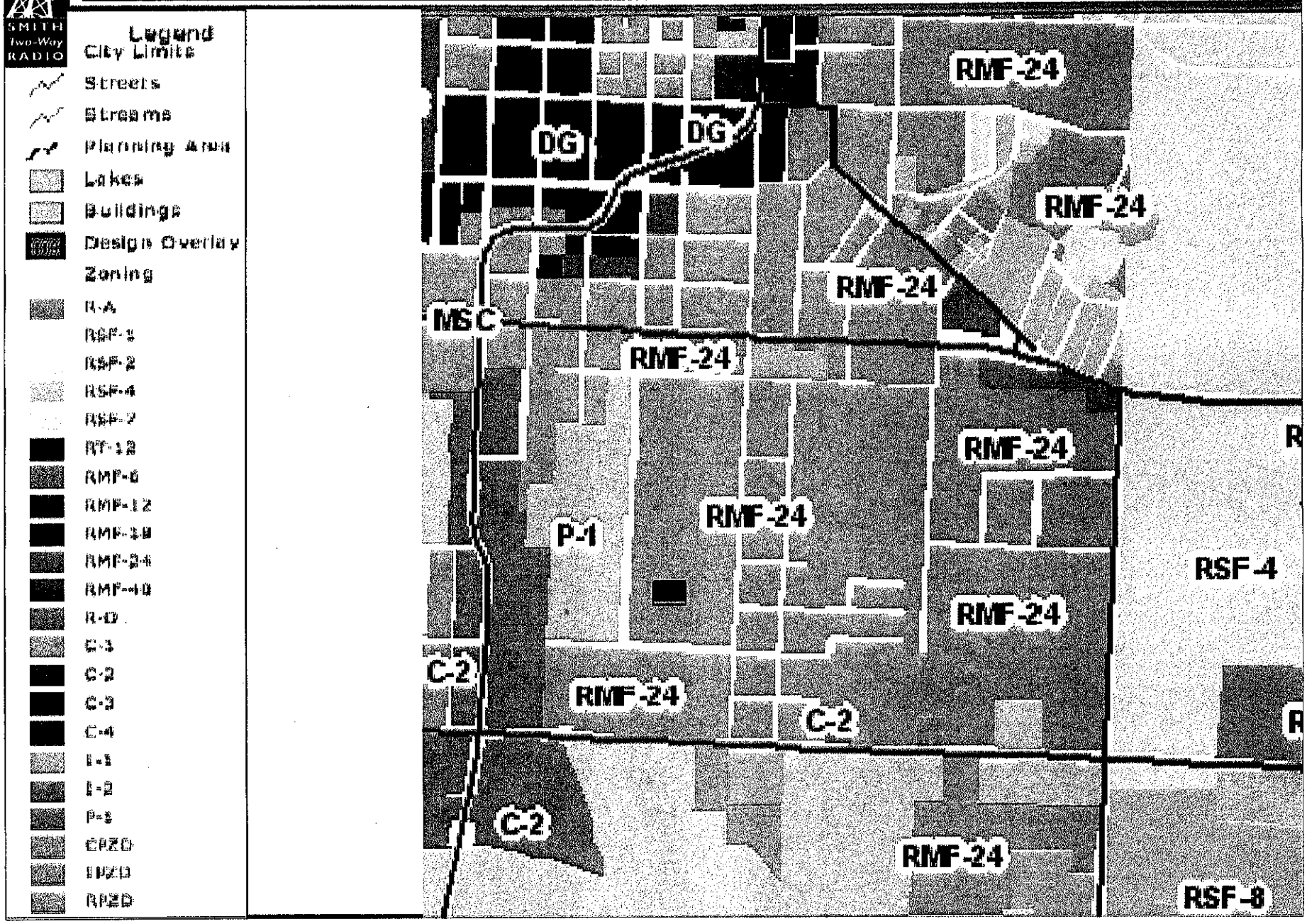
Smith Two Way Radio

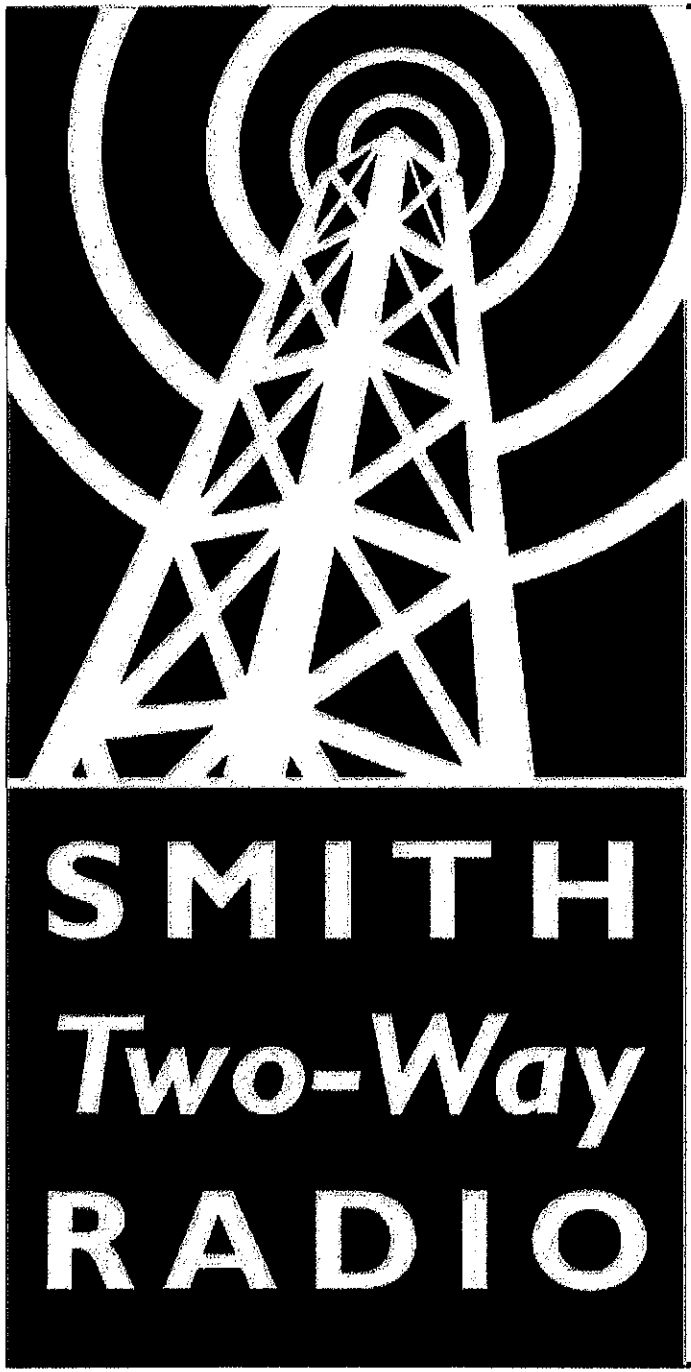
150ft Radius



Smith Two Way Radio

Area Land Use Map





Sight Plan

&

Current Zoning

Info.

PROPERTY DESCRIPTION

Part of the Southeast Quarter of the Northeast Quarter, Section 21, Township 16 North, Range 30 West, Washington County, Arkansas being more particularly described as follows:

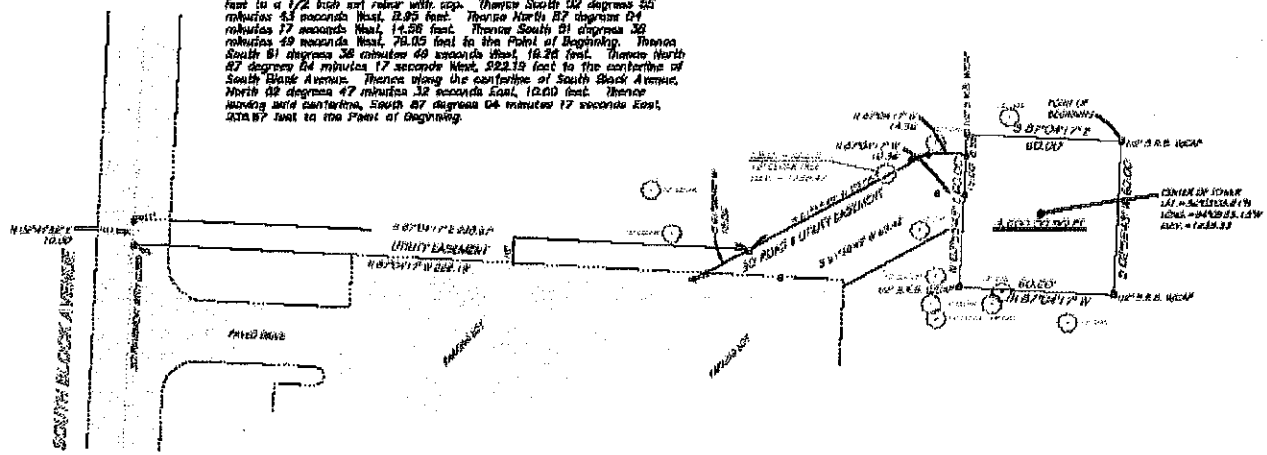
Commencing at an existing railroad spike marking the Northeast Corner of the Southeast Quarter of the Northeast Quarter. Thence South 54 degrees 58 minutes 38 seconds West, 510.96 feet to a 1/2 inch set rebar with cap and the Point of Beginning. Thence South 02 degrees 55 minutes 43 seconds West, 89.00 feet to a 1/2 inch set rebar with cap. Thence North 87 degrees 04 minutes 17 seconds West, 60.00 feet to a 1/2 inch set rebar with cap. Thence North 02 degrees 55 minutes 43 seconds East, 60.00 feet to a 1/2 inch set rebar with cap. Thence South 87 degrees 04 minutes 17 seconds East, 60.00 feet to the Point of Beginning, containing 3,600.00 square feet and subject to any Easements of Record.

Also a 30.00 foot Road and Utility Easement being 15.00 feet each side of a centerline and being more particularly described as follows:

Commencing at an existing railroad spike marking the Northeast Corner of the Southeast Quarter of the Northeast Quarter. Thence South 54 degrees 58 minutes 38 seconds West, 510.96 feet to a 1/2 inch set rebar with cap. Thence North 87 degrees 04 minutes 17 seconds West, 60.00 feet to a 1/2 inch set rebar with cap. Thence South 02 degrees 55 minutes 43 seconds West, 23.93 feet to the Point of Beginning. Thence North 87 degrees 04 minutes 17 seconds West, 10.36 feet. Thence South 81 degrees 38 minutes 49 seconds West, 68.42 feet to the Point of Termination.

Also a Utility Easement being more particularly described as follows:

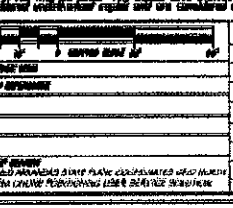
Commencing at an existing railroad spike marking the Northeast Corner of the Southeast Quarter of the Northeast Quarter. Thence South 54 degrees 58 minutes 38 seconds West, 510.96 feet to a 1/2 inch set rebar with cap. Thence North 87 degrees 04 minutes 17 seconds West, 60.00 feet to a 1/2 inch set rebar with cap. Thence South 02 degrees 55 minutes 43 seconds West, 2.95 feet. Thence North 87 degrees 04 minutes 17 seconds West, 14.58 feet. Thence South 81 degrees 38 minutes 49 seconds West, 78.05 feet to the Point of Beginning. Thence South 81 degrees 38 minutes 49 seconds West, 16.24 feet. Thence North 87 degrees 04 minutes 17 seconds West, 522.19 feet to the centerline of South Black Avenue. Thence along the centerline of South Black Avenue, North 02 degrees 47 minutes 32 seconds East, 10.00 feet. Thence leaving said centerline, South 87 degrees 04 minutes 17 seconds East, 528.87 feet to the Point of Beginning.

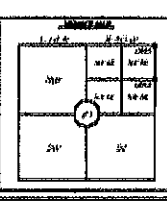


Sutterfield Land Surveyors P.A., Copyright 2007
This plat is copyright material and is provided solely for the use of the person(s) named on the plat and may not be used or distributed to any other person(s) or company for their benefit. No person has been granted permission or license to use the survey without the written consent of Sutterfield Land Surveyors, P.A. We are holding the surveyor(s) named, may reproduce this plat. Only authentic copies that contain the surveyor's seal in red ink are genuine. For legal land points the red ink seal are considered underlined copies and are considered a copyright infringement.

SURVEYOR'S NOTE: All setting, ranging and adjusting, improvements are not subject to the site are not necessarily shown. The location and/or existence of utility service lines to the property surveyed are unknown, and are not shown. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictions, covenants, zoning ordinances, or any other facts which an accurate and current title search may disclose.

SURVEYOR'S NOTE: This survey was completed under the supervision of David E. H. Sutterfield, AR #1343, of Sutterfield Land Surveyors, P.A., Certificate of Authorization No. 798, Sutterfield Land Surveyors, P.A. 3-(479)-632-3068 Hwy 71 North, P.O. Box 840, Alma, AR 72921





SURVEYOR'S DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or site by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Sutterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization.

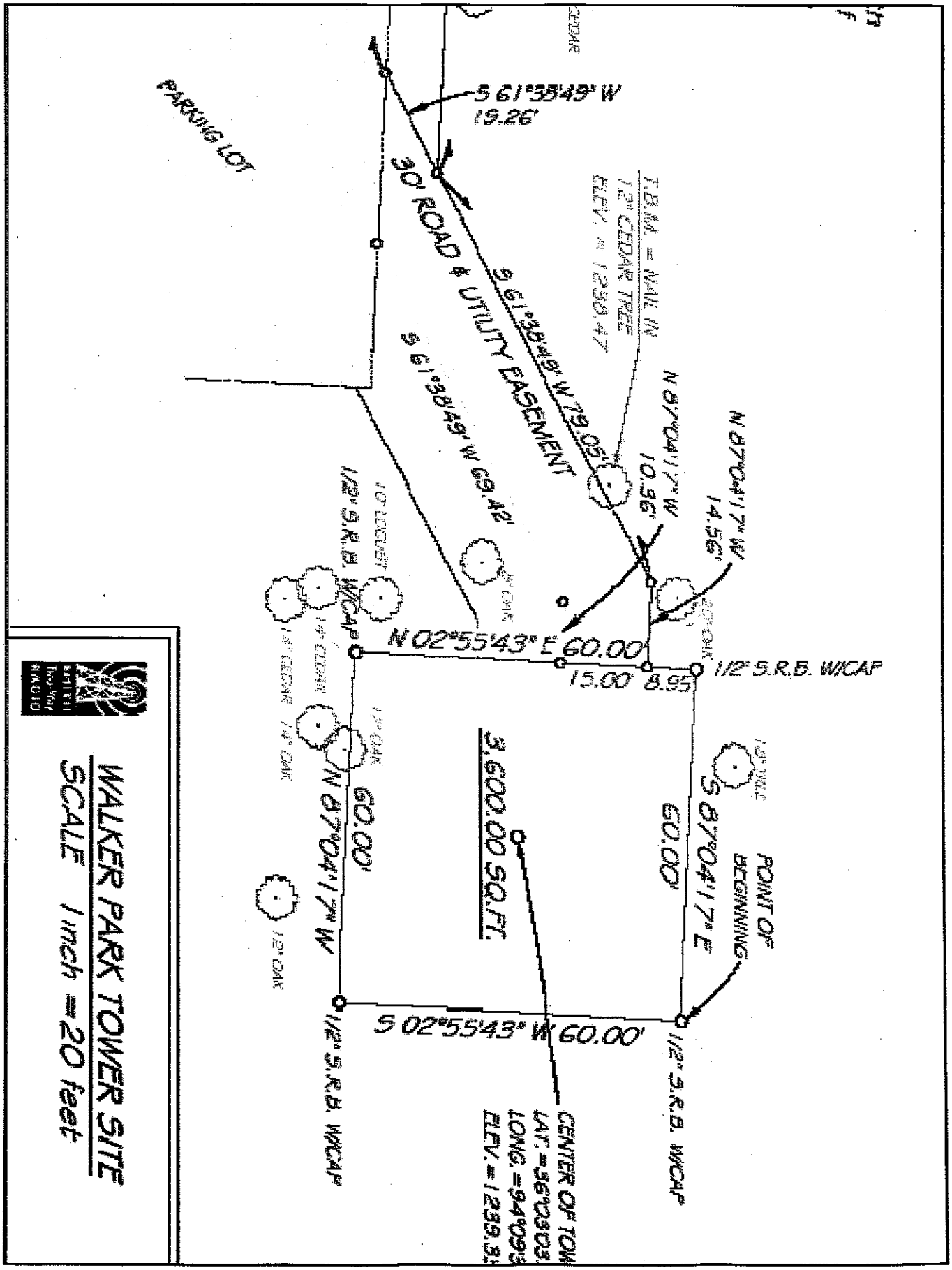
WASHINGTON COUNTY, ARKANSAS
SURVEY OF PART OF THE

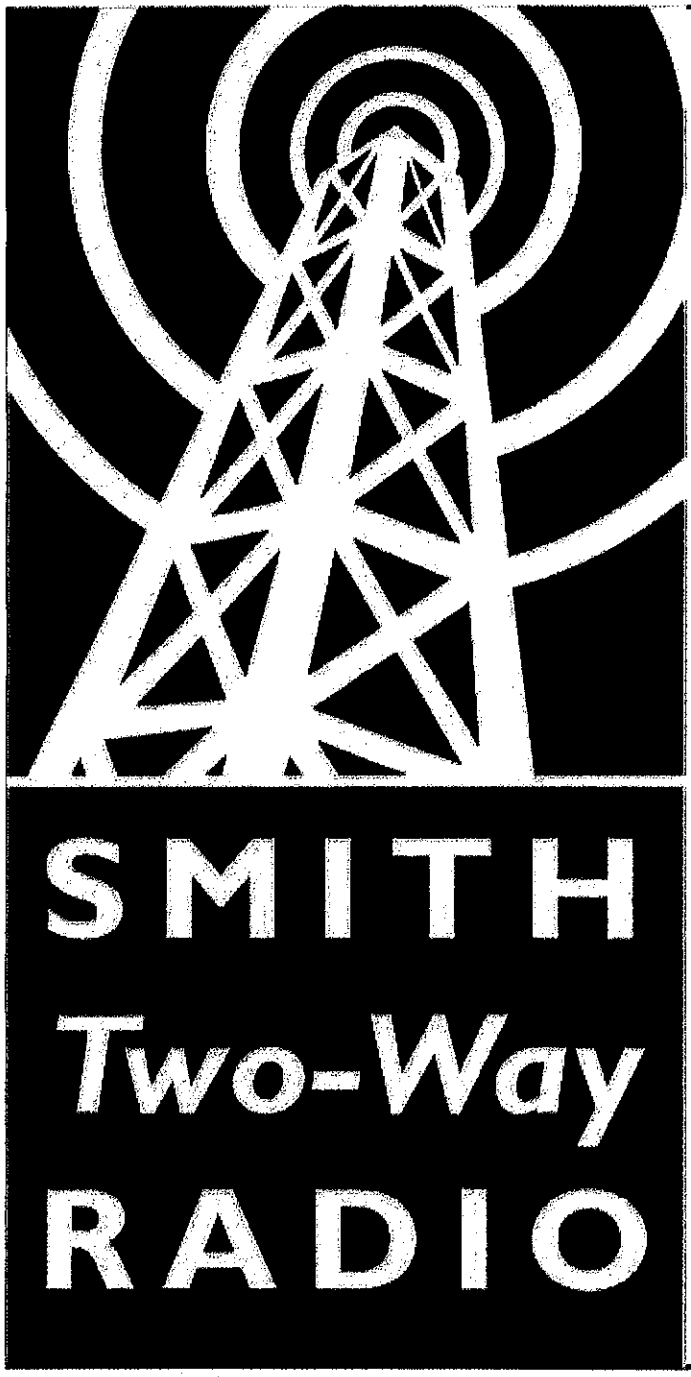
SE 1/4 NE 1/4, SECTION 21, T-16-N, R-30-W

FOR THE ON SHEET 2 MAP

DRAWN BY	D.E.H.
SCALE	1" = 30'
DATE	3-28-07
JOB NO.	34,280

Sutterfield Land Surveyors P.A.
REG. ARK. & OKLA.
10.08 HWY. 71 NORTH ALMA, ARK. – PHONE No. (479) 632-3068
FAX (479) 632-3068 – WEBSITE WWW.SUTTERFIELDLS.COM


PARKING LOT
S 61°38'49" W
19.26'
30' ROAD & UTILITY EASEMENT
S 61°38'49" W 79.05'
S 61°38'49" W 69.42'
T.B.M. = NAIL IN
12" CEDAR TREE
ELEV. = 1239.47
N 87°04'17" W
10.36'
N 87°04'17" W
14.56'
N 02°55'43" E 60.00'
15.00'
8.95'
1/2" S.R.B. W/CAP
S 87°04'17" E
60.00'
POINT OF
BEGINNING
3,600.00 SQ.FT.
N 87°04'17" W
60.00'
S 02°55'43" W 60.00'
1/2" S.R.B. W/CAP
CENTER OF TOW
LAT. = 36°03'03
LONG. = 94°09'3
ELEV. = 1239.8
WALKER PARK TOWER SITE
SCALE 1 inch = 20 feet



Efforts to Reduce Visual Impact Of the tower

SMITH Two-Way RADIO

TREE TYPE MOUNTING VS Low Visibility Antenna Mount

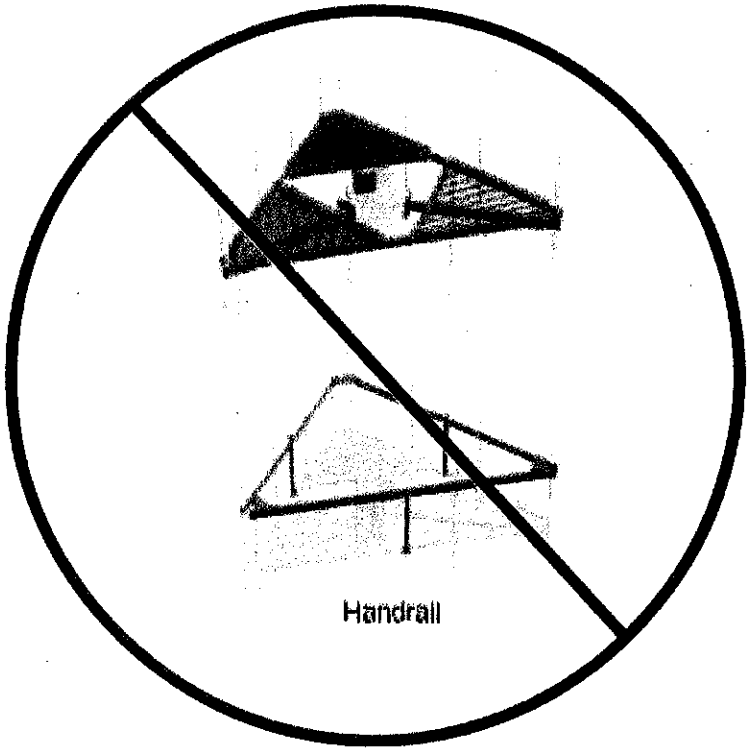
Proposed MONOPINE CAMO-MOUNT

Typical Cellular Antenna Mounting Platform

16' Face Low-Profile Platform Kit

For use with Tapered and Non-Tapered Monopoles

Fits 12" to 36" Diameter - 37¾" to 113" Circumference Monopoles

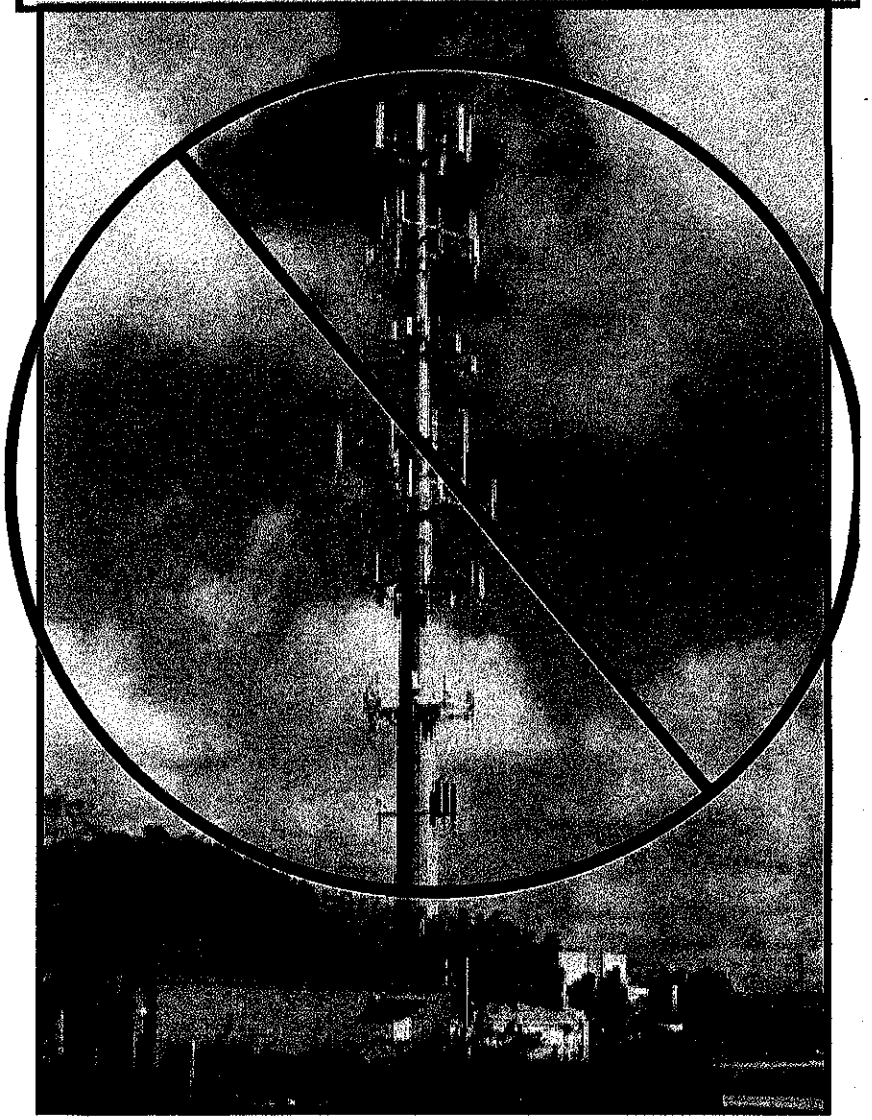


SMITH
Two-Way
RADIO

Low Visibility Impact From TOWER

Single Carrier MONOPINE MOUNT

Typical MONOPOLE Antenna Mounts

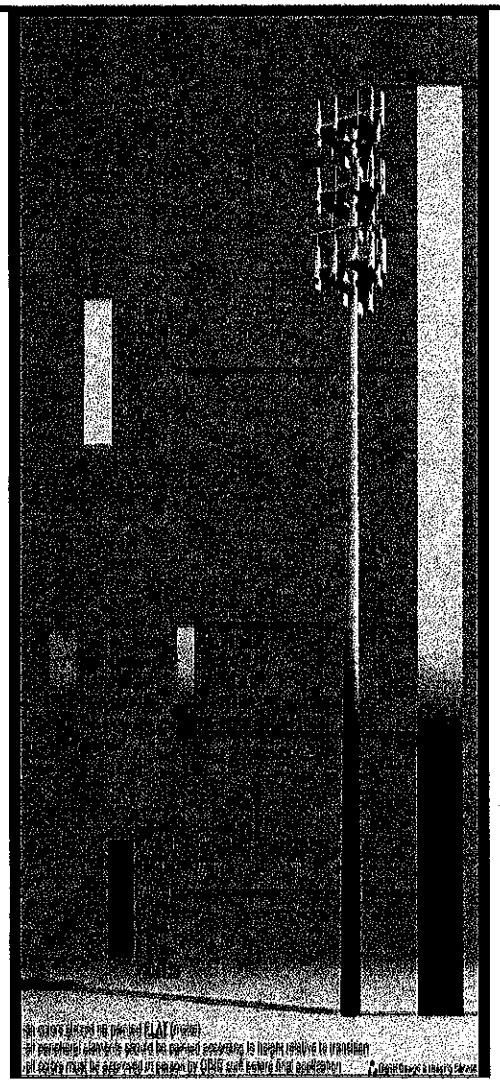


SMITH
Two-Way
RADIO

COMPAIRED STEALTH TECHNOOGY

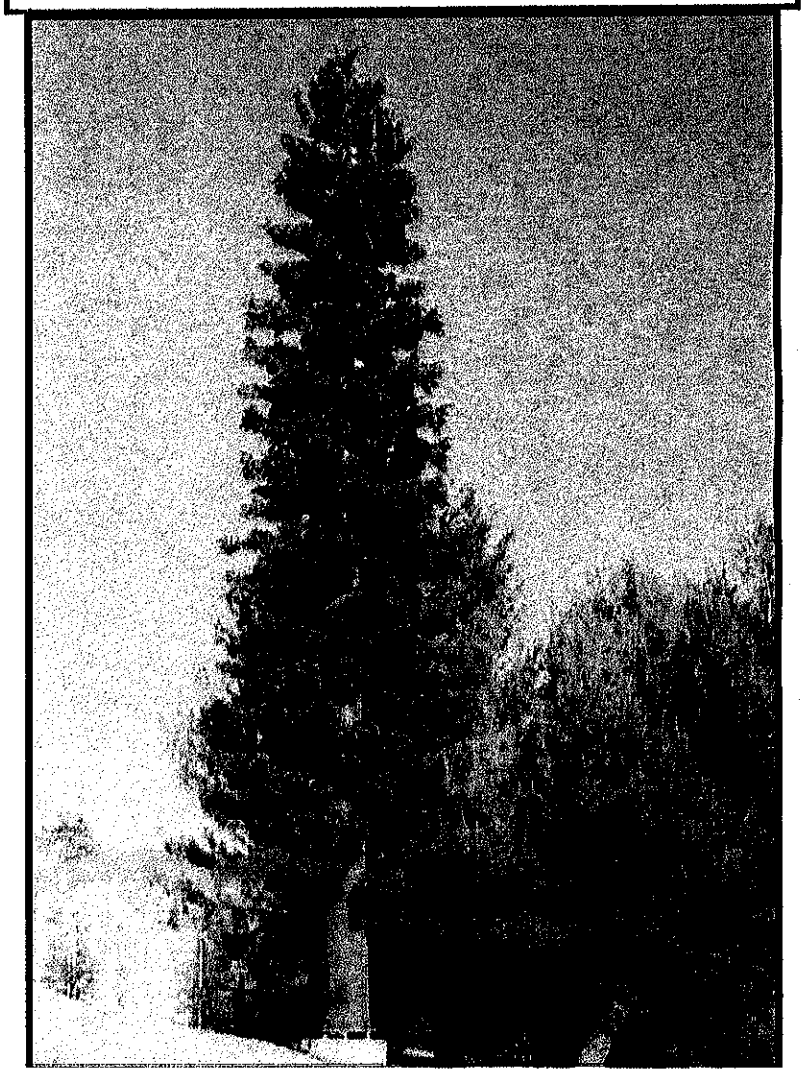
CURRENT

Transitioning Paint Scheme Trees to Sky



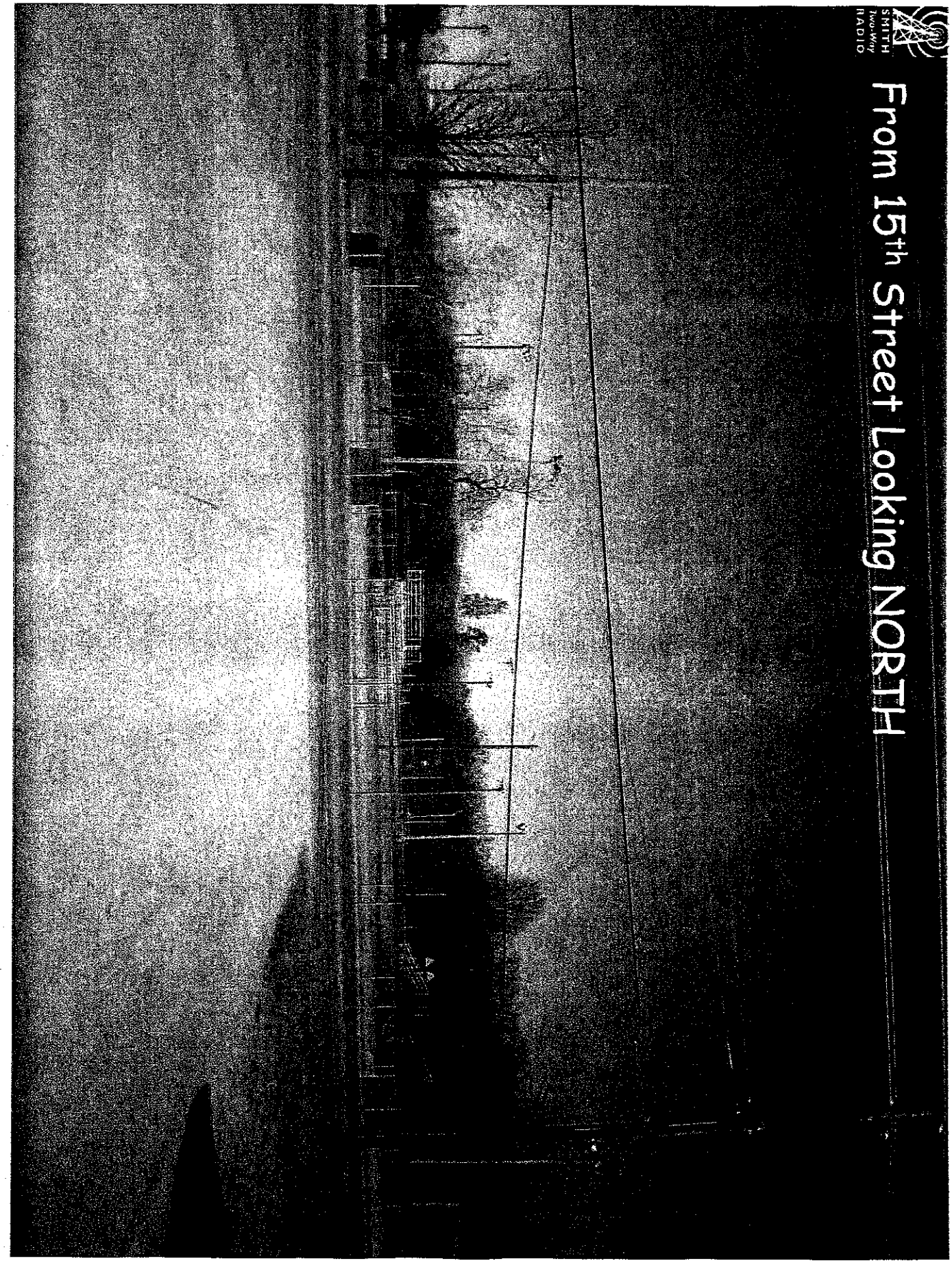
PROPOSED Camouflaged

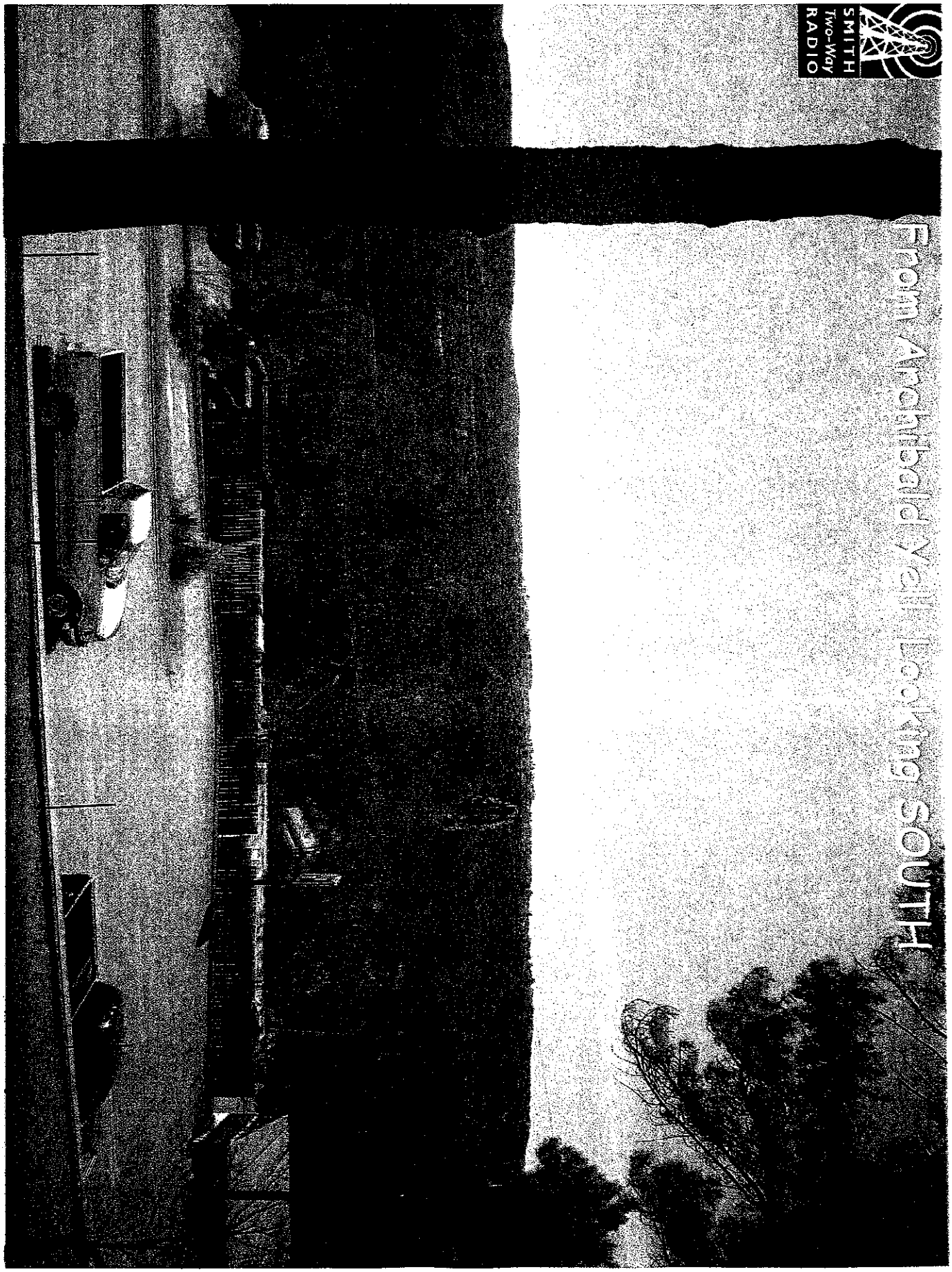
MONOPINE

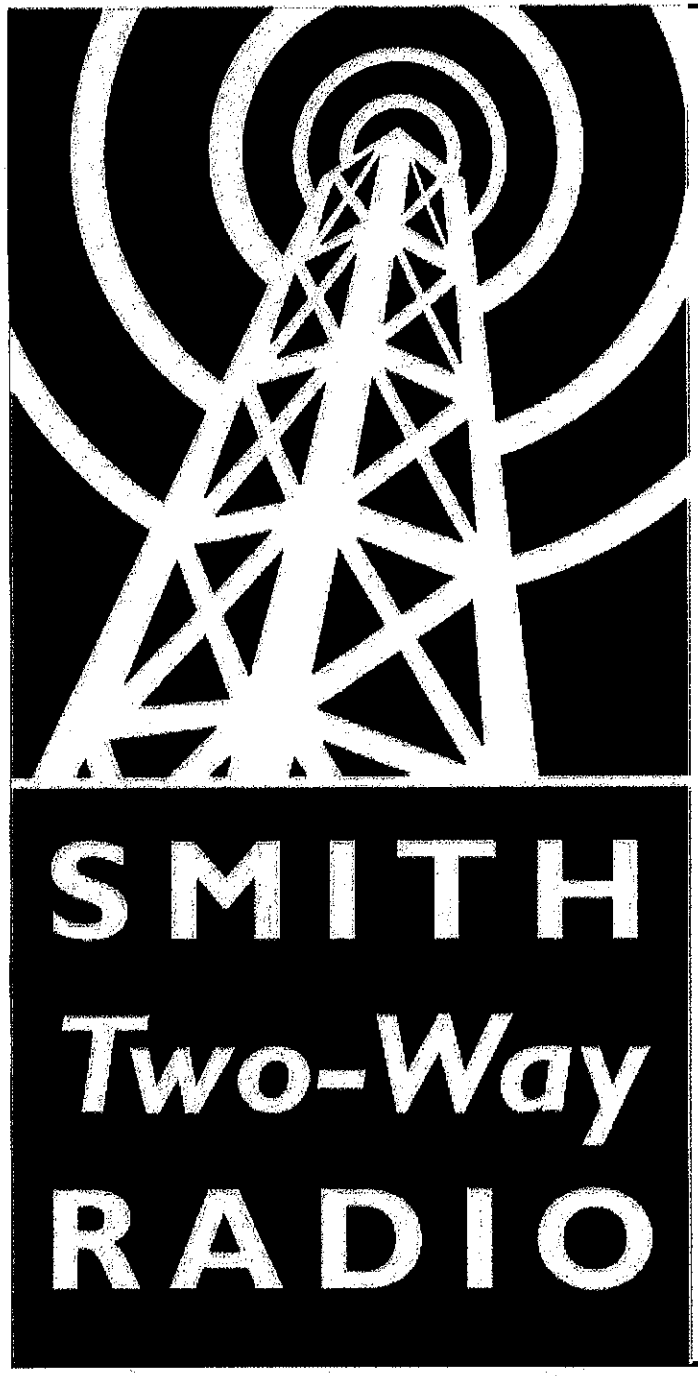


SMITH
Two-Way
RADIO

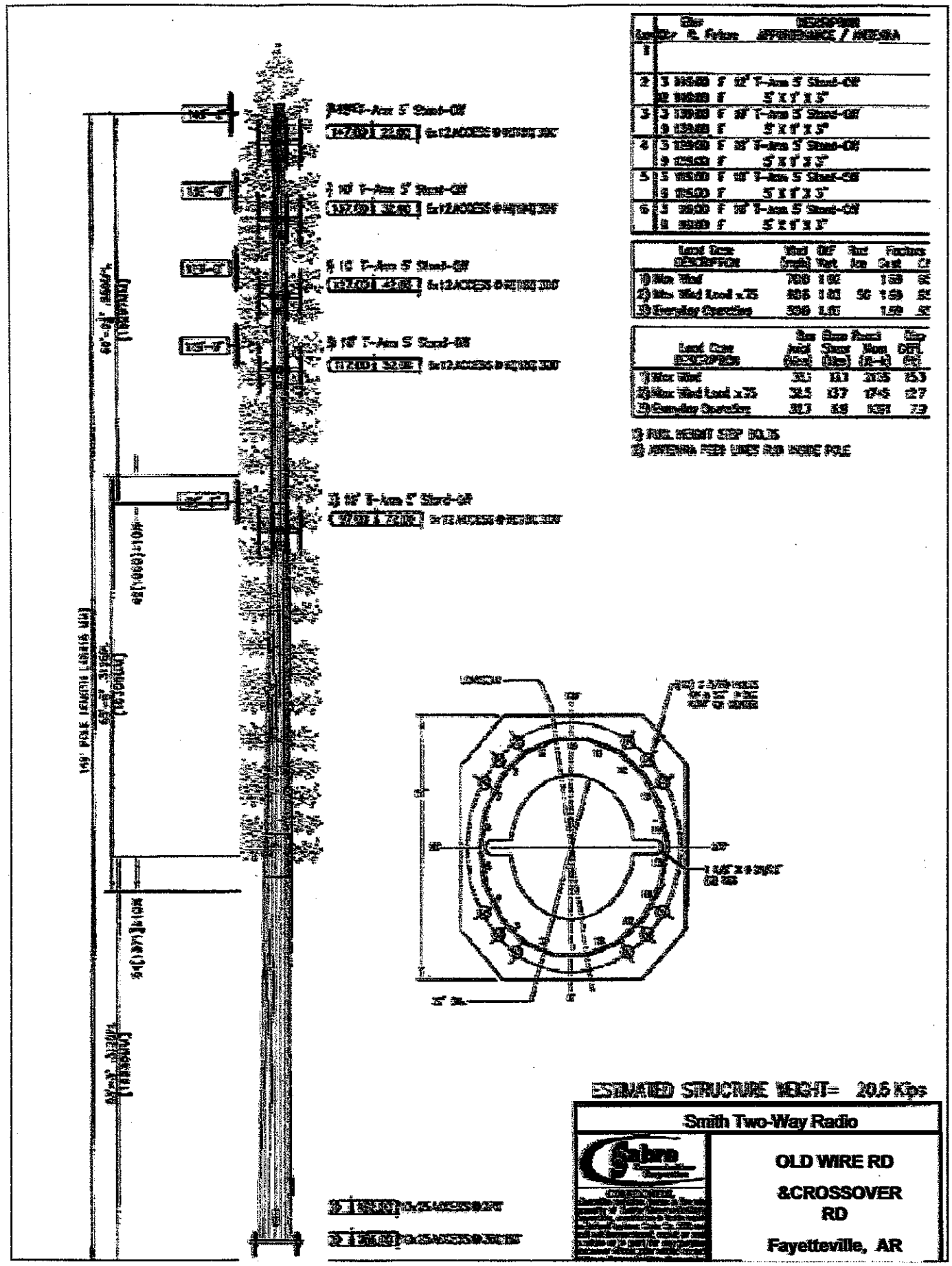
Photo- Sims


SMITH
Two-Way
RADIO
From 15th Street Looking NORTH


SMITH
Two-Way
RADIO
From Archwhitehead Valley looking SOUTH



Tower Information


ESTIMATED STRUCTURE WEIGHT= 20.5 Kps
Smith Two-Way Radio
OLD WIRE RD
&CROSSOVER
RD
Fayetteville, AR

Sabre Communications Corporation

December 14, 2006

Mr. Dave Reynolds
Smith Two-Way Radio
520 N. College St.
Fayetteville, AR 72701

RE: Proposed 150 ft. Sabre Monopine for site "Mud Creek" located in Washington County, AR.

Dear Mr. Reynolds,

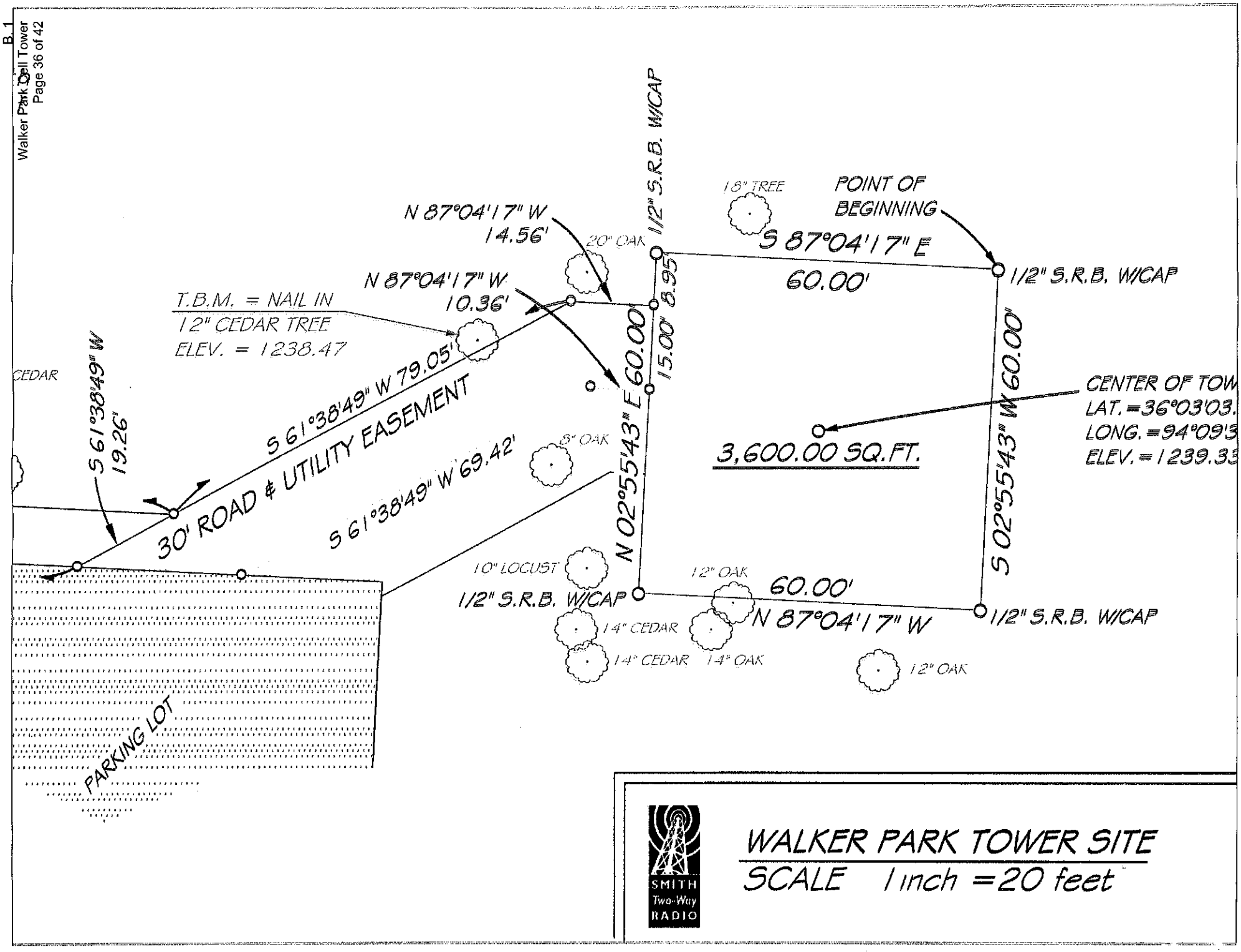
Upon receipt of order, we propose to design and supply a 150' Sabre Monopine for the above referenced site. The Monopine and foundation are to be designed for 70 mph with ½" ice, in accordance with ANSI/TIA/EIA-222-F, to support the following:

Five (5) carriers, each including:
(9) 5' x 1' Panel Antennas
(9) 1-5/8" Coax
(3) 10' 3T-Arms

If you have any questions, please contact the undersigned.

Sincerely,

Gregory R. Hoffman
Southern Regional Sales Manager
Sabre Communications Corp.


1/2" S.R.B. W/CAP
18" TREE
POINT OF BEGINNING
N 87°04'17" W
14.56'
20" OAK
S 87°04'17" E
60.00'
1/2" S.R.B. W/CAP
N 87°04'17" W
10.36'
T.B.M. = NAIL IN
12" CEDAR TREE
ELEV. = 1238.47
CEDAR
S 61°38'49" W
19.26'
S 61°38'49" W 79.05'
30' ROAD & UTILITY EASEMENT
S 61°38'49" W 69.42'
8" OAK
N 02°55'43" E 60.00'
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8.95'
3,600.00 SQ.FT.
S 02°55'43" W 60.00'
CENTER OF TOW
LAT. = 36°03'03.
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10" LOCUST
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14" CEDAR
14" CEDAR
14" OAK
12" OAK
PARKING LOT
SMITH
Two-Way
RADIO
WALKER PARK TOWER SITE
SCALE 1 inch = 20 feet

FAYETTEVILLE
PARKS AND RECREATION ADVISORY BOARD
Meeting Minutes March 5, 2007

A site visit to Walker Park was conducted at 5:30 P.M. to survey the location proposed by Staff for the communication tower to be installed by Smith's 2-way Radio. Discussion continued during the regular meeting at City Hall.

Opening:
The regular meeting of the Parks and Recreation Advisory Board was called to order by Chairman Wade Colwell at 6:05 P.M., on March 5, 2007 in Room 326 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present:

Parks and Recreation Advisory Board members Colwell, Davidson, Burke, Davis, Biendara, Mauritson, Hatfield and Bitler were present; Park Staff Edmonston, Coles, Whillock, Curry, Wright and Jumper, City Horticulturist Netherland and audience were in attendance.

1. Walker Park Cell Tower Proposal: Dave Reynolds, Smith Radio Project Manager

The City is in the process of an agreement with Smith Radio to construct a cell tower at the new Fire Station located in Routh Park. Smith Radio is also interested in locating a cell tower in Walker Park. Staff has toured the site and found that the best location would be adjacent to the parking lot located on Block and 13th Street. The tower would be located on the northeast corner of the parking lot. The site was visited during the 5:30 pm tour. Dave Reynolds presented the proposal for the cell tower during the tour and also attended the meeting following the tour.

Colwell said the City has been given first right of refusal to provide the location for the tower. Parks would collect revenues from providing the space.

Edmonston said the Board will decide if this tower is compatible with the setting in Walker Park which the Board visited prior to this evening's convened meeting. The City will collect revenue but Smith 2-Way Radio will donate money which will be used toward the completion of the Walker Park Mural project.

Bitler asked if Staff has a recommendation.

Edmonston said the revenue is enticing since it's for a 30 year period.

Dave Reynolds explained the tower will be built at some location in the Walker Park vicinity due to the increased need for a tower in the area. Some location on commercial land will likely be used if Walker Park is not approved.

PRAB Motion:
Hatfield moved to table the vote to the Special Board meeting set for March 15th. Davis seconded the motion. The motion passed by a vote of 8-0-0.

Minutes prepared by Cheryl Whillock

FAYETTEVILLE
PARKS AND RECREATION ADVISORY BOARD
SPECIAL MEETING

Special Meeting Minutes March 15, 2007

Opening:
The special meeting of the Parks and Recreation Advisory Board was called to order by Chairman Wade Colwell at 5:35 P.M., on March 15, 2007 in Room 111 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Present:
Parks and Recreation Advisory Board members Colwell, Davidson, Burke, Davis, Biendara, Mauritson, Hatfield and Bitler were present; Park Staff Edmonston, Coles, Whillock, Curry, Wright and Jumper, City Trails Coordinator Mihalevich and audience were in attendance.

2. **Walker Park Cell Tower Proposal: Dave Reynolds, Smith Radio Project Manager**

Edmonston provided an update stating at the last meeting the north parking lot location at Walker Park had been mentioned as possibly a more desirable location over the proposed location. She said Parks doesn't own all of the north parking lot and the area has been designated a Parks and Tourism Outdoor Recreation Grant Boundary in perpetuity. After considering other City lands in the surrounding area it was determined none are within the area that will serve the needs required for the cell tower.

Davidson said while in Ft. Smith he had looked for the tower Smith 2-Way Radio had placed there and to the credit of the manufacturer he could not find it.

Reynolds said if the tower is located outside the Park it will not look like a pine tree but will have the same appearance as other cell towers. His company will, however, construct it to be as aesthetically pleasing as possible because no one wants a tower near them.

Edmonston said approving the tower on park land for a 30 year lease is a long time for Parks to be responsible. If it's in a park we do have some responsibility.

Reynolds said Smith Radio will be responsible for upkeep.

Edmonston said she isn't sure she wants to have the City set this precedence (commercial structures placed on park land).

Bitler asked should that area of Walker Park ever be developed would it possibly

be an obstruction.

Burke said everyone he spoke to was not in favor of setting the precedence of placing towers in parks.

Colwell suggested placing it across the street on Salvation Army land could benefit that organization and they could use the money.

Reynolds said Smith Radio has talked to the Salvation Army and the mini-storage owners next door about placement on their land.

Mauritson said the fact it's going to be placed somewhere in that area and will certainly be visible makes him think Parks should get the revenue for placing it on park land.

Hatfield asked what would happen if the tower was no longer needed due to advanced technology.

Reynolds said their contract with the City states if technology deems towers to be obsolete the existing towers installed by Smith 2-Way Radio will be dismantled within a year.

PRAB Motion:
Mauritson moved to approve the placement of the cell tower in Walker Park as presented. Davis seconded the motion. The motion failed by a vote of 3-5-0 with Davis, Mauritson and Bitler voting 'yes' and Colwell, Biendara, Hatfield, Burke and Davidson voting 'no'.

Minutes prepared by Cheryl Whillock

permit, may approve the following antenna installation:

(a) *Locating on existing structures* Installation of an antenna on an existing structure other than a tower (such as a building, sign, light pole, electric transmission tower and similarly scaled public utilities/facilities, water tower, or other free-standing nonresidential structure), provided that the addition of the antenna does not add more than 20 feet of height to the original structure;

(b) *Locating on exiting towers.* Installation of an antenna on an existing tower of any height, and the placement of additional buildings or other supporting equipment used in connection with such additional antenna, so long as the proposed additions would add no more than 20 feet of height to the original height of the tower. The addition or modification, to the extent possible, should be designated to minimize visibility; and

(c) For the purpose of co-location, the applicant must submit information from a licensed professional engineer certifying the capacity of the tower for additional providers and a letter of intent from the applicant indicating their intent to share space.

(D) *Other requirements.*

(1) *Wireless communications facilities placed on top of buildings.* When a wireless communications facility extends above the roof height of a building on which it is mounted, every effort shall be made to conceal the facility within or behind existing architectural features to limit its visibility from public ways. Facilities mounted on a roof shall be stepped back from the front façade in order to limit their impact on the building's silhouette.

(2) *Wireless communications facilities placed on sides of buildings.* Antennas which are side-mounted on buildings shall be painted or constructed of materials to match the color of the building material directly behind them.

(E) *Exemptions.*

(1) *Personal use.* Towers for personal use which, including the height of all antenna arrays, do not extend more than 80 feet from the ground and shall meet the current setbacks as required by zoning.

(2) *Temporary structures.* Temporary structures designed to be used for not more than 14 days in connection with a special event or for any reasonable period of time in and immediately following an emergency, including without limitation those towers which are identified as "C.O.W.s" or "Cellular on Wheels."

(3) *Existing towers.* All existing towers may be replaced with the same type and height of tower structure as currently exists. All replacement towers shall comply with §163.14(A) and (B) regarding color of towers, structural integrity and inspections of towers, security fencing and anti-climbing device, and vegetative screening requirements. All existing guyed towers shall also be subject to the following conditions:

(a) A demolition permit shall be issued prior to a building permit being issued for the replacement tower;

(b) The demolition permit shall expire within 90 days and shall require the existing tower to be demolished within 90 days from issuance of the building permit for the replacement tower;

(c) The new tower shall be constructed as close as technically feasible to the existing tower;

(d) Additional antennas may be installed on an existing tower of any height, and additional buildings or other supporting equipment used in connection with such additional antennas may be placed at the tower site so long as the proposed additions would add no more than 20 feet height to the original height of the existing tower. The addition or modification, to the extent possible, should be designed to minimize visibility;

(e) The replacement structure may be increased in width to a maximum of 36 inches. Existing guyed towers over 36 inches shall not be increased in width with a replacement tower.

(4) *Emergency and utility towers and antennas.* Towers and antennas under 35 feet in height used for **9-1-1** services and utility monitoring (gas, water, sewer, traffic lights, etc.).

(F) *Municipal profits from towers.* The City of Fayetteville should actively market its own property and existing structures as suitable co-

location sites. As noted above, the review process is shortened and simplified when co-location on city property is submitted by applicant. An annual lease amount should be charged according to the fair market value of the location. In cases where the company no longer needs the tower, the city may require it to be removed. Applicants can provide co-location space for city-owned antenna.

(G) *Abandoned antennas and towers.* At such time that a licensed carrier abandons or discontinues operation of a wireless communication facility, such carrier will notify the city of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than 30 days prior to abandonment or discontinuation of operations. In the event that licensed carrier fails to give such notice, the wireless communications facility shall be considered abandoned upon such discontinuation of operations. Upon abandonment or discontinuation of use, the carrier shall physically remove the wireless communications facility within 90 days from the date of abandonment or discontinuation of use. "Physically remove" shall include, but not be limited to:

(1) Removal of antenna, equipment shelters and security barriers from the subject property;

(2) Proper disposal of the waste materials from the site in accordance with local and state solid waste disposal regulations;

(3) Restoring the location of the wireless communications facility to its natural condition, except that any landscaping and grading shall remain in the after-condition.

(H) *Notification of change of ownership/operator.* Upon assignment or transfer of a conditional use permit, or any of the rights thereunder to a new wireless telecommunications operator, the owner or operator shall provide written notice within 30 days to the Zoning and Development Administrator.

(Ord. No. 4178, §4, 8-31-99; Ord. No. 4285, 1-2-01)

163.15-163.99 Reserved

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

R-PZD 07-2531: Planned Zoning District (P.A.H. Facility 21): Submitted by City of Fayetteville for property located at Ivey Lane, 1/4 mile east of Highway 265 containing approximately 3.00 acres. The request is for a rezoning, land use, and large scale development approval for a Master Development Plan of a Residential Planned Zoning District for a 19,971 sq. ft. residential shelter facility and associated parking.

$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	$ - Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date: 5.17.07

City Attorney — Date: 5/18/07

Finance and Internal Service Director — Date: 5-18-07

Mayor — Date: 5/18/07

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office ENTERED 5/18/07

Received in Mayor's Office ENTERED 5/18/07

Comments:

City Council Meeting of June 5, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: May 17, 2007

Subject: Residential Planned Zoning District for P.A.H. Facility (R-PZD 07-2531)

RECOMMENDATION

Planning Staff recommends approval of an ordinance creating a Residential Planned Zoning District (R-PZD) for P.A.H. Facility, based on the development standards, plans and statement of commitments submitted. This action will establish a unique zoning district on approximately 3.00 acres located on Ivey Lane, east of N. Crossover Road. The proposal is for a residential development consisting of a 19,971 sq. ft. residential shelter facility with 28 bedrooms and associated parking.

BACKGROUND

The applicant requests rezoning, land use, and large scale development approval for a shelter/rehabilitation home within a unique R-PZD zoning district on the subject property. The proposed zoning would allow for a maximum of 19 units/acre. The density is based on the requested 28 bedrooms on the developed 1.5 acres. The facility will not function as a typical multi-family development; while there are bedrooms that may qualify as dwelling units, the purpose and use of the request is for a shelter/rehabilitation center. Planning Area 1 will include the proposed building and parking lot; Planning Area 2 will serve as a tree preservation/buffer area, for a combined area of 3 acres. The first floor of the facility will contain approximately 14,365 sq. ft. of which 9,201 sq. ft. will be bedroom space and 5,164 sq. ft. will be office space. The second floor of the facility will contain approximately 2,806 sq. ft. and will only contain future space for additional bedrooms. If additional space is needed in the future, the applicants have indicated the location for a 2,800 sq. ft. addition on the east side of the main structure that will be for additional bedrooms. The maximum size of the building including the second floor and future addition is approximately 19,971 sq. ft.

DISCUSSION

The Planning Commission voted 8-0-0 to forward this item to the City Council with a recommendation for approval. Recommended conditions were approved by the Planning Commission and are reflected in the attached staff report.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE ESTABLISHING A RESIDENTIAL PLANNED ZONING DISTRICT TITLED R-PZD 07-2531, P.A.H. FACILITY, LOCATED AT IVEY LANE, ¼ MILE EAST OF HIGHWAY 265; CONTAINING APPROXIMATELY 3.00 ACRES; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED MASTER DEVELOPMENT PLAN

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

Section 1: That the zone classification of the following described property is hereby changed as follows:

From R-A, Residential Agricultural to R-PZD 07-2531 P.A.H. Facility as shown in Exhibit "A" and depicted in Exhibit "B" attached hereto and made a part hereof.

Section 2: That the change in zoning classification is based upon the approved master development plan, development standards, statement of commitments and the conditions of approval as submitted, determined appropriate and approved by the City Council; further, that the conditions of approval shall be filed and available for viewing in the office of the City Clerk/Treasurer of the City of Fayetteville

Section 3: That this ordinance shall take effect and be in full force at such time as all of the requirements of the master development plan have been met.

Section 4: That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and **APPROVED** this day of , 2007.

APPROVED: ATTEST:

By: _____ By: _____

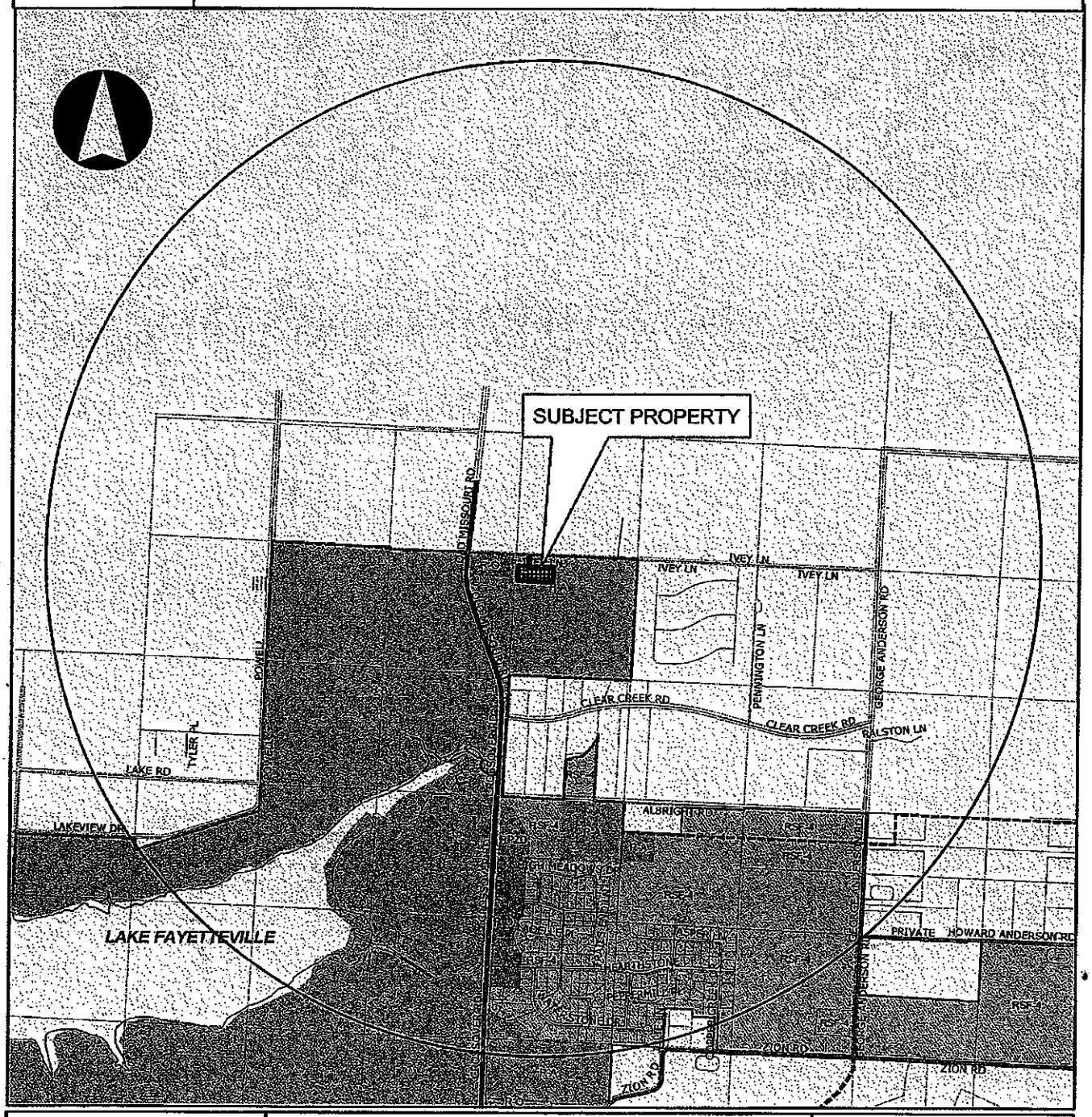
DAN COODY, Mayor **SONDRA SMITH**, City Clerk/Treasurer

EXHIBIT "A"

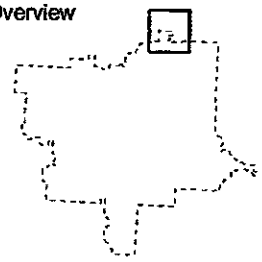
PZD07-2531

One Mile View

P.A.H. FACILITY



Overview



Legend

Subject Property

PZD07-2531

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

EXHIBIT "B"
R-PZD 07-2531

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 263.31 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.94 FEET TO A POINT; THENCE PARALLEL TO CENTERLINE OF IVEY ROAD SOUTH 87°24'50" EAST 114.47 FEET; THENCE NORTH 02%%D35'08" EAST 102.85 FEET TO A POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87%%D24'50" EAST 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS.
TOGETHER WITH A UTILITY EASEMENT TWENTY FEET IN WIDTH WITH A CENTERLINE LOCATED 35 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF IVEY ROAD.

BUFFER EASEMENT

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER SECTION 18, TOWNSHIP 17 NORTH, RANGE 29 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND IRON PIN AT THE NORTHWEST CORNER OF SAID FORTY (40) ACRE TRACT; THENCE SOUTH 87° 24' 50" EAST 148.91 FEET TO A POINT; THENCE SOUTH 02° 35' 10" WEST 40.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING TWENTY-FIVE (25) FEET SOUTHERLY AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE SOUTH 87° 24' 50" EAST 309.99 FEET PARALLEL WITH SAID CENTERLINE OF IVEY ROAD TO A POINT; SOUTH 03° 39' 50" WEST 290.05 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 451.08 FEET TO A SET IRON PIN; THENCE NORTH 03° 39' 50" EAST 290.05 FEET TO A POINT, SAID POINT BEING TWENTY-FIVE (25) SOUTHERLY OF AND PERPENDICULAR TO THE CENTERLINE OF IVEY ROAD; THENCE PARALLEL TO SAID CENTERLINE OF IVEY ROAD SOUTH 87°24"50" EAST 131.09 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 102.85 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 114.47 FEET TO A POINT; THENCE SOUTH 02° 35' 08" WEST 165.94 FEET TO A POINT; THENCE SOUTH 87° 24' 50" EAST 387.78 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 165.93 FEET TO A POINT; THENCE NORTH 87° 24' 50" WEST 263.31 FEET TO A POINT; THENCE NORTH 02° 35' 08" EAST 102.85 FEET TO THE POINT OF BEGINNING, CONTAINING 1.50 ACRES MORE OR LESS. BUFFER EASEMENT SUBJECT TO INGRESS/EGRESS TO THE "TEMPORARY SEPTIC SYSTEM AREA

EASEMENT- LEASE AREA" ADJOINING THE EAST SAID OF THE SAID "BUFFER EASEMENT" WITH THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF SAID SEPTIC SYSTEM

CONDITIONS OF APPROVAL:

R-PZD 07-2531

Staff recommends the following conditions of approval associated with R-PZD 07-2531 (P.A.H. Facility).

1. Though Use Unit 26 (Multi-family) is a permitted use by right, the use of the property shall conform with the stated intent of a shelter/rehabilitation center as noted in the project submittal booklet and staff report.

2. The associated property line adjustment shall be filed of record after City Council approval of the Planned Zoning District, but before approval of a building permit.

3. Conditions of approval included in the tree preservation and landscape plan reports prepared by the Urban Forester are included in the official conditions of approval, herein.

4. All requirements of the Fayetteville Fire Department associated with service of the facility shall be completed prior to Certificate of Occupancy unless otherwise approved by the Fire Chief.

5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

6. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.

7. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSD's as outlined in the Unified Development Code Chapter 166.20, with the exception of the 2,800 future addition which may be constructed at some future date pursuant to all applicable ordinances and conditions of R-PZD 07-2531.

Standard Conditions of Approval:

8. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.

9. The proposed location of the trash enclosure will not be visible from any right-of-way and therefore screening of the dumpster shall be at the discretion of the developer(s). Should the location of the trash enclosure change, or if additional trash enclosures are required, the owner/developer shall coordinate these changes with the Planning Department pursuant to all applicable ordinances.

10. All freestanding and wall signs shall comply with ordinance specifications for location, size,

CONDITIONS OF APPROVAL:

R-PZD 07-2531

type, number, etc. Signs are not allowed to be placed in utility easements.

11. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.

12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

13. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.

14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

15. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

16. Large scale development shall be valid for one calendar year.

17. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
    b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
    c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
    d. Project Disk with all final revisions
    e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
        a. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Fayetteville
ARKANSAS

PC Meeting of May 14, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Current Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	~~May 9, 2007~~ *Updated May 17, 2007*

R-PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 599): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, ¼ MILE E. OF HWY 265. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 3.00 acres. The request is for Master Development Plan rezoning, land use, and large scale development approval for a 19,971 sq. ft. residential shelter facility and associated parking.

Planner: Jesse Fulcher

Findings:

Background: The Subdivision Committee approved a lot split request for the City of Fayetteville on November 3, 2005. The request was to split approximately 68.91 acres of property owned by the City of Fayetteville into three tracts of 1.50 (P.A.H. Facility property), 44.90 and 6.63 acres. The 44.90 acre tract includes a 1.50 acre buffer easement that surrounds the P.A.H. property and is included in the Planned Zoning District request, a 0.69 acre temporary septic system easement that will be utilized by P.A.H. and a 70' wide ingress/egress easement that will provide access from Ivey Lane to the proposed development.

Property Description: The subject property contains 3.00 acres (1.5 acres is proposed for development and the other 1.5 acres will remain as a natural buffer and tree preservation area) located on Ivey Lane, east of N. Crossover Road. The site is zoned R-A and is generally flat, undeveloped, pasture land.

Proposal: The applicant requests rezoning, land use, and large scale development approval for a shelter/rehabilitation home within a unique R-PZD zoning district on the subject property. The proposed zoning would allow for a maximum of 19 units/acre. The density is based on the requested 28 bedrooms on 1.5 acres. The facility will not function as a typical multi-family development; while there are bedrooms that may qualify as dwelling units, the purpose and use of the request is for a shelter/rehabilitation center. Planning Area 1 will include the proposed building and parking lot; Planning Area 2 will serve as a tree preservation/buffer area, for a combined area of 3 acres. The first floor of the facility will contain approximately 14,365 sq. ft. of which 9,201 sq. ft. will be bedroom space and 5,164 sq. ft. will be office space. The second

floor of the facility will contain approximately 2,806 sq. ft. and will only contain future space for additional bedrooms. If additional space is needed in the future, the applicants have indicated the location for a 2,800 sq. ft. addition on the east side of the main structure that will be for additional bedrooms. The maximum size of the building including the second floor and future addition is approximately 19,971 sq. ft.

First Floor	**5,164 sq. ft. (office space) and 9,201 sq. ft. (bedrooms)**
Second Floor	**2,806 sq. ft. (bedrooms)**
Future Addition	**2,800 sq. ft. (bedrooms)**

The project booklet and the plats provided give the zoning criteria in detail. Please reference this provided material for more information. These documents are binding to the zoning of the property.

Phasing: The applicant proposes to develop P.A.H. Facility in one phase in accordance with the standard timeframe required upon Large Scale Development Approval.

Subdivision Committee Discussion May 3, 2007: The following questions and concerns were voiced at the Subdivision Committee meeting:

1. Preservation of existing trees adjacent to a proposed waterline easement and fence. *The applicant's intent is to preserve as much of the existing canopy as possible for the purposes of privacy and screening. The applicants intend to preserve 23.5% of the existing 28.9% tree canopy. The removal of canopy is due to the need for an driveway from Ivey Lane to serve the development and for a required easement from Ivey Lane into the development. The proposed fence will not remove any existing canopy.*
2. The use of property as described seemed to be more of an institutional use rather than a residential use. *The proposed use of the property is for a family shelter that will provide transitional/short-term housing for people coming from abusive environments. The facility will also contain office space for staff and counselors and individual rooms for families.*
3. Clarification was requested regarding the 1.5-acre site and the 1.5-acre buffer. Staff has included some documentation regarding the use of each property. The interior 1.5-acre property will be owned by the Project for Victims of Family Violence, Inc. (d.b.a. Peace at Home Family Shelter) and will contain all of the developed area. The outer 1.5-acre property will be leased from the City of Fayetteville by the P.A.H. Facility until such time that the City of Fayetteville sells the surrounding land, which includes the 1.5-acre tract. At such time, the outer 1.5-acre tract will be deeded to the P.A.H. Facility bringing the total land area to 3 acres.

Surrounding Land Use/Zoning:

Direction from Site	**Land Use**	**Zoning**
North	Single-family residence	City of Springdale
South	Undeveloped	R-A, Residential Agricultural
East	United Way Office	R-O, Residential Office
West	Undeveloped	R-A, Residential Agricultural

Water & Sewer: Water service is available through the City of Springdale. Sewer service is currently not available to the property. A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

Access: Access to the proposed development would be directly off of Ivey Lane, which is located within the City of Springdale by means of a 24' wide driveway that will be constructed within an existing access easement that was dedicated by the City of Fayetteville. A parking lot will be constructed interior to the property.

Adjacent Master Street Plan Streets: Ivey Lane (Local Street)

Street Improvements: City of Fayetteville will be in discussions with the City of Springdale to determine the extent of any improvements to Ivey Lane, which is located within the City of Springdale.

Tree Preservation:	Existing Canopy:	28.9%
	Preserved Canopy:	23.5%
	Required Canopy:	25%
	Mitigation Required:	Yes; 9 (2) inch caliper trees planted on-site.

Recommendation: Staff recommends forwarding **R-PZD 07-2531** to the City Council with a recommendation for approval with the following conditions of approval:

Conditions of Approval:

1. Though Use Unit 26 (Multi-family) is a permitted use by right, the use of the property shall conform with the stated intent of a shelter/rehabilitation center as noted in the project submittal booklet and staff report.

2. The associated property line adjustment shall be filed of record after City Council approval of the Planned Zoning District, but before approval of a building permit.

3. Conditions of approval included in the tree preservation and landscape plan reports prepared by the Urban Forester are included in the official conditions of approval, herein.

4. All requirements of the Fayetteville Fire Department associated with service of the facility shall be completed prior to Certificate of Occupancy unless otherwise approved by the Fire Chief.

5. The Master Development Plan, Statement of Commitments and Architectural Standards submitted by the applicant shall be considered binding and tied to the zoning of the property. Conditions of approval as noted herein and other requirements placed upon the project with review of the Master Development Plan – Planned Zoning District by the City Council shall also be binding.

6. All development shall meet applicable building codes and other ordinances of the City of Fayetteville.

7. Phasing: This project is required to obtain all permits in accordance with the timeframe for LSD's as outlined in the Unified Development Code Chapter 166.20, with the exception of the 2,800 future addition which may be constructed at some future date pursuant to all applicable ordinances and conditions of R-PZD 07-2531.

Standard Conditions of Approval:

8. All mechanical and utility equipment on the wall and/or on the ground shall be screened. All roof mounted utilities and mechanical equipment shall be screened by incorporating screening to the structure utilizing materials compatible with the supporting building. Smaller ground-mounted equipment may be screened with tall grasses or shrubs. A note shall be added to all construction documents indicating as such.

9. The proposed location of the trash enclosure will not be visible from any right-of-way and therefore screening of the dumpster shall be at the discretion of the developer(s). Should the location of the trash enclosure change, or if additional trash enclosures are required, the owner/developer shall coordinate these changes with the Planning Department pursuant to all applicable ordinances.

10. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Signs are not allowed to be placed in utility easements.

11. All exterior lighting is required to comply with the City's lighting ordinance. A lighting plan and cut-sheets of the proposed exterior light fixtures shall be required to be approved by Planning Staff prior to building permit.

12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).

13. Provide a CD containing the proposed Large Scale Development drawings in AutoCad or similar digital format.

14. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.

15. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.

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17. Prior to the issuance of a building permit the following is required:
    a. Grading and drainage permits
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    f. Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Additional conditions:

18. _____

Planning Commission Action: ☐ Tabled √ Forwarded to City Council

Motion: **Myers**
Second: **Pate**
Vote: **8-0-0**

Meeting Date: **May 14, 2007**

Comments: _____

The "Conditions of Approval" listed in the report above are accepted in total without exception by the entity requesting approval of this development item.

_____ _____
Signature Date

Findings associated with MDP R-PZD 07-2531 (P.A.H Facility)

Sec. 166.06. Planned Zoning Districts (PZD).

(E) *Approval or Rejection Criteria for Planned Zoning Districts*
The following criteria shall be considered by the Planning Commission and City Council in the review of a planned zoning district application based on the proposed master development plan:

(1) Whether the application is in compliance with the requirements of the UDC and the City Plan 2025;

FINDING: The Future Land Use Plan adopted as part of City Plan 2025 designates this property as Civic and Private Open Space/Parks, as part of the City's owned property. The City Council has opted to sell a portion of the property, however (1.5 acres), to be utilized for a facility as proposed herein. A zoning action is required, and comments herein reflect this review. The proposed development is in compliance with the requirements of the Unified Development Code, specifically Chapter 166.06 Planned Zoning District. Rezoning this property to R-PZD 07-2531 for a family shelter with a 1.5-acres tree preservation/buffer area is consistent with land use planning objectives and provides for a development that is compatible with surrounding land uses.

(2) Whether the application is in compliance with all applicable statutory provisions;

FINDING: The application has been reviewed and found to be compliant with applicable statutory provisions.

(3) Whether the general impact of the rezoning would adversely impact the provision of public facilities and services;

FINDING: The impact of the rezoning and subsequent development would require the provision of public facilities, at the cost of the developer. However, the nature and scale of the development will not substantially impact public facilities and services. As indicated in the submittal and the staff report, certain measures are to be taken to ensure adequate infrastructure improvements are made by the developer to ensure the level of service does not decline due to the proposed development.

(4) Whether the rezoning is compatible with the surrounding land uses;

FINDING: The rezoning request, combined with the Master Development Plan, would allow for the development of a facility that provides short-term housing for people coming from abusive environments. The proposed zoning criteria and master development plan would consist of a two-story housing facility and an interior parking area, all surrounding by a 1.5-acre buffer/tree preservation area. The building design and materials in conjunction with the 1.5-acre, densely wooded buffer area provides for an acceptable development that is compatible with both the surrounding residential properties and

undeveloped rural lands.

(5) Whether the subject land is suitable for the intended use and is compatible with the natural environment;

FINDING: The subject property is an undeveloped relatively flat site with tree canopy concentrated along the Ivey Lane. It is the intent of the developer to maintain as much of the vegetative buffer as possible. The only reason for removal of canopy along Ivey Lane is due to the need for a 20' utility easement to serve the development.

(6) Whether the intended land use would create traffic congestion or burden the existing road network;

FINDING: The intended land use for a family shelter, which will also include support staff, will have minimal impact to the existing traffic conditions. This site has direct access to Ivey Lane, which intersects Crossover Road (State HWY 265). Improvements to Ivey Lane have not been recommended at this time, due to the fact that it is located within the City of Springdale. Staff will be in contact with the City of Springdale to determine if any improvements will be required.

(7) Whether the planned development provides for unified development control under a unified plan;

FINDING: The booklet and master development plans submitted provide for said unified development control.

(8) Whether any other recognized zoning consideration would be violated in this PZD.

FINDING: No other zoning considerations are proposed to be violated.

(B) *Development standards, conditions and review guidelines*

(1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposed P.A.H. Facility will provide a high level of compatibility with surrounding properties by using materials and architectural features that are consistent with residential design. Offices for the United Way are located to the west of the subject property; however, the majority of properties along Ivey Lane are rural-residential in nature. By preserving a large percentage of the existing tree canopy, the development will respect the natural site amenities and at the same time provide a wooded buffer between the public right-of-way and the building. Additionally, the parking area for the development will be located behind the building, far out of view from passing motorists.

(2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: Screening and landscaping will be required for any parking areas adjacent to the street, although the tree preservation area will entirely screen both the building and parking lot. Landscaping is to be provided interior to the site in compliance with the Unified Development Code.

(3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

(a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.

(b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.

(c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.

(d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.

(e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

(f) Design provisions for ingress and egress for any site along with service drives and

interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: As indicated on the site plan and referred to in the project booklet, a single point of access into the development will be provided directly off of Ivey Lane.

(4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: Parking will be provided in an interior surface parking lot. All parking ratios have been met and reviewed in detail as part of the large scale development.

(5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: This requirement has been met.

(6) *Sidewalks.* As required by §166.03.

FINDING: Public sidewalks are not proposed to be constructed with the development as the street right-of-way in which the sidewalks would be located is within the City of Springdale.

(7) *Street Lights.* As required by §166.03.

FINDING: One street light is proposed to be constructed at the entrance to the development.

(8) *Water.* As required by §166.03.

FINDING: Public water is to be provided by the City of Springdale.

(9) *Sewer.* As required by §166.03.

FINDING: Sewer service is currently not available to the property. A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

(10) *Streets and Drainage.* Streets within a residential PZD may be either public or private.

(a) *Public Streets.* Public streets shall be constructed according to the adopted standards of the City.

(b) *Private Streets.* Private streets within a residential PZD shall be permitted subject to the following conditions:

(i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.

(ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.

(iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.

(iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.

(v) The plat of the planned development shall designate each private street as a "private street."

(vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.

(vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

(viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width
(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

(ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.

(x) There shall be no minimum building setback requirement from a private street.

(xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: The applicant does not propose public or private streets.

(11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: All development on the site shall be phased according to the phasing plan and conditions herein.

(12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: A full Tree Preservation Plan has been submitted as part of the Large Scale Development and will comply with the requirements for tree preservation as set forth in Chapter 167. The majority of the existing tree canopy along Ivey Lane will remain.

(13) *Commercial design standards.* All PZD developments that contain office or

commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: The structure is principally residential in nature and is not subject to commercial design standards.

(14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: No scenic views are identified, and the height of proposed structure (two story) is not out of proportion with any surrounding properties.

(E) *Revocation.*

(1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:
(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

(c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that_the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

(2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the

event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.

(3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

(1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.

(2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:

(a) The homeowner's association must be legally established before building permits are granted.

(b) Membership and fees must be mandatory for each home buyer and successive buyer.

(c) The open space restrictions must be permanent, rather than for a period of years.

(d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.

(e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property. The association must be able to adjust the assessment to meet changing needs.

FINDING: The applicant shall comply with these requirements.

Sec. 161.25 Planned Zoning District

(A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.

(1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.

(2) Compatibility. Providing for compatibility with the surrounding land uses.

(3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.

(4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.

(5) No negative impact. Does not have a negative effect upon the future development of the area;

(6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.

(7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

(8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.

(9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.

(10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: Staff finds that the proposal meets many of the purposes and intents of the Planned Zoning District Ordinance. As noted within the PZD ordinance, the rezoning of property to the PZD may be deemed appropriate if the development proposed for the

district can accomplish one or more of the following goals:

1. **Compatibility – As noted in previous findings, the development provides flexibility through building design and by preserving existing tree canopy to serve as a natural buffer.**
2. **Harmony – The proposed PZD allows for a creative and orderly arrangement of land uses that would not be permitted under a standard zoning designation. Additionally, the development provides a service that will benefit numerous individuals and families within our community.**
3. **No negative impact – The proposed development provides an appropriate land use transition from Crossover Road and should not negatively impact future development.**
4. **Natural Features – The proposed development will have minimal impact on the existing wooded area along Ivey Lane. This area will be included within a tree preservation easement to ensure protection from future development.**

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: The submitted development plats and Master Development Plan booklets, along with the conditions of approval found applicable and appropriate, are binding with the approval of the requested rezoning. Should the Planning Commission forward this item to the City Council, an ordinance will be drafted for consideration of rezoning this property in accordance with the submittal herein.

(C) *R – PZD, Residential Planned Zoning District.*

(1) *Purpose and intent.* The R-PZD is intended to accommodate mixed-use or clustered residential developments and to accommodate single-use residential developments that are determined to be more appropriate for a PZD application than a general residential rezone. The legislative purposes, intent, and application of this district include, but are not limited to, the following:

(a) To encourage a variety and flexibility in land development and land use for predominately residential areas, consistent with the city's City Plan 2025 and the orderly development of the city.

(b) To provide a framework within which an effective relationship of different land uses and activities within a single development, or when considered with abutting parcels of land, can be planned on a total basis.

(c) To provide a harmonious relationship with the surrounding development, minimizing such influences as land use incompatibilities, heavy traffic and congestion, and excessive demands on planned and existing public facilities.

(d) To provide a means of developing areas with special physical features to enhance natural beauty and other attributes.

(e) To encourage the efficient use of those public facilities required in connection with new residential development.

FINDING: Staff is recommending approval of this application, finding the proposed PZD meets the intent of the PZD ordinance as noted above.

(2) *Permitted Uses.* All permitted uses identified within §162 Use Units of the Unified Development Code shall be allowed as permissible uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.

(3) *Conditional Uses.* All conditional uses allowed within (Residential, Commercial, Industrial) zoning Districts established in the Unified Development Code shall be allowed with Planning Commission approval, unless otherwise specified, subject to the code governing Conditional Use requests.

FINDING: Permitted and Conditional uses are outlined in both the Master Development Plan booklets and plats.

(4) *Condition.* In no instance shall the residential use area be less than fifty-one percent (51%) of the gross floor area within the development.

FINDING: The majority of structure will be utilized as a residential type facility, although approximately 5,600 sq. ft. will be dedicated office space for counselors and staff.

(F) *Bulk and area regulations*

(1) *Residential density.* Residential densities shall be determined on the basis of the following considerations:

(a) The densities of surrounding development;
(b) the densities allowed under the current zoning;

(c) the urban development goals and other policies of the city's General Plan;

(d) the topography and character of the natural environment; and

(e) the impact of a given density on the specific site and adjacent properties.

FINDING: Although Use Unit 26 (Multi-family dwellings) is a permitted use by right, the facility will not function as a typically multi-family development. The purpose of the development is to serve as short-term housing for families coming from abusive environments.

(2) *Lot area and setback requirements.* Taking into consideration the unique aspects of each project, preliminary development plans for Planned Zoning Districts shall conform as closely as possible to the existing standards for lot area minimums and setback requirements under this chapter.

FINDING: The subject development will be located on property that is currently zoned R-A, Residential Agriculture. Part of the reason for the Planned Zoning District request, is that as part of the sale agreement with the City of Fayetteville, only 1.5-acres will be purchased. The purchased property would not meet the minimum lot are requirement of 2 acres and would not meet the minimum lot width of 200'. However, future sale of the surrounding property owned by the City of Fayetteville will result in an additionally 1.5-acres being deeded to the P.A.H. Facility. At this time, the most appropriate manner to review the use of the land is the PZD application process.

(3) *Building height.* There shall be no maximum building height except as may be determined by the Planning Commission during the review of the preliminary development plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.

FINDING: The maximum building height for the proposed development is 32'. Any building which exceeds the height of 32' shall be set back from any boundary line of any residential district a distance of 1' for each foot of height in excess of 32'.

(4) *Building area.* The Planning Commission shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

FINDING: The maximum building area is 60%.

<u>*Required Findings for Rezoning Request.</u>

Land Use Plan: ***The City Plan 2025 Future Land Use Plan designates this site as a Civic and Private Open Space/Parks, due to its ownership by the City of Fayetteville. Rezoning this property to R-PZD 07-2531, with the associated Master Development Plan, does not meet this designation, due to the fact that the City has approved the sale of the property for said use. However, the proposed plan, commitments, design standards and other conditions placed upon***

the project will result in a compatible development that is consistent with the goals and policies of the Planned Zoning District Ordinance.

FINDINGS OF THE STAFF

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

Finding: Staff finds that while the development of property located within the Future Land Use designation of Civic and Private Open Space/Parks is not consistent with City Plan 2025, the development as a whole is very consistent with land use principles and polices as adopted by the City Council, and meets the intent of the City Council when it decided to sell this land adjacent to the United Way for this worthwhile purpose. As outlined in the findings of the report, the project meets or exceeds many of the policies adopted with Planned Zoning District ordinance.

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

Finding: At this time the property is zoned R-A, which does not allow for any of the proposed uses. Staff finds that predominantly residential use is appropriate in this location. Rezoning of this property as proposed is advisable.

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

Finding: Based on the low impact development proposal, staff does not find that rezoning the subject property to R-PZD 07-2531 will create or appreciably increase traffic danger.

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

Finding: Staff finds that the proposed development will not alter the population density and thereby undesirably increase the load on public services.

Engineering: **The property will be served by the City of Springdale for water service, which will need to be extended to the property at the time of development.**

A septic system is proposed to be constructed within a temporary lease area provided by the City of Fayetteville. At such time that sewer service is available to the property, the septic system shall be removed and the development will connect to a sewer main.

The site has access to Ivey Lane, which is currently unimproved in this location. However, the public street is located within the City of Springdale, and any improvements will have to be coordinated there.

Standard improvements and requirements for drainage will be required for the development.

Police: **It is the opinion of the Fayetteville Police Department that this rezoning will not substantially alter population density and will not create an undesirable increase on police services.**

***Fire*:** **The subject property is located less than 4.4 miles from Engine No. 4 located at 3385 N. Plainview, with an estimated response time of 11 minutes. After the new Fire Station No. 5 opens at Crossover Road and Old Wire Road the response time will be reduced to 5 minutes.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

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

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

Finding: N/A

Fayetteville
ARKANSAS

PC Meeting of May 14, 2007

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3470

THE CITY OF FAYETTEVILLE, ARKANSAS

TREE PRESERVATION and PROTECTION REPORT

To: Fayetteville Planning Commission

From: Sarah K. Patterson, Urban Forester

Date: May 9, 2007

ITEM # PZD 07-2531: Planned Zoning District (Peace at Home Facility)

Requirements Submitted:

T	Initial Review with the Landscape Administrator
T	Site Analysis Map Submitted
T	Site Analysis Written Report Submitted
T	Complete Tree Preservation Plan Submitted

Canopy Measurements:

Total Site Area	
acres	3
square feet	130,680
Existing Tree Canopy	
acres	0.869
square feet	37,851
percent of site area	28.9%
Existing Tree Canopy Preserved	
acres	0.71
square feet	30,757
percent of total site area	23.5%
Percent Minimum Canopy Required	25%

FINDINGS:

The desirability of preserving a tree or group of trees by reason of age, location, size or species.

- **This site is primarily open. There is a thick vegetative buffer of significant trees, vines, and shrubs along Ivey Road. It is the intent of**

this development to maintain as much of that vegetative buffer as possible. The only reason for removal of canopy in the above calculations is due to the request of the utility companies for an additional 20 foot easement to access the site. It is the intent of the applicants to try to preserve as much of the canopy within that area as possible although by ordinance it can not be counted in their favor.

The extent to which the area would be subject to environmental degradation due to removal of the tree or group of trees.

- **Environmental degradation should not occur on this site.**

The impact of the reduction in tree cover on adjacent properties, the surrounding neighborhood and the property on which the tree or group of trees is located.

- **Canopy removed should not affect the adjacent property owners.**

Whether alternative construction methods have been proposed to reduce the impact of development on existing trees.

- **N/A**

Whether the size or shape of the lot reduces the flexibility of the design.

- **Size and shape of the lot should not reduce flexibility of design.**

The general health and condition of the tree or group of trees, or the presence of any disease, injury or hazard.

- **The general health of these trees is good to fair.**

The placement of the tree or group of trees in relation to utilities, structures, and use of the property.

- **The trees marked for removal are found within a required utility easement. Once the installation occurs, little additional removal should be required as all will be underground.**

The need to remove the tree or group of trees for the purpose of installing, repairing, replacing, or maintaining essential public utilities.

- **Canopy removed on this site is for the installation of essential public utilities. The applicant wishes to keep all vegetation possible but by ordinance can not count it as preserved.**

Whether roads and utilities are designed in relation to the existing topography, and routed, where possible, to avoid damage to existing canopy.

- **With the thick buffer, there is little flexibility with location utilities without impacting these trees.**

Construction requirements for On-Site and Off-Site Alternatives.

- **N/A**

The effects of proposed On-Site Mitigation or Off-Site Alternatives.

- **Mitigation will be required on the site to replace the 1,913 square feet of canopy removed. These mitigation trees will be extremely beneficial to this area.**

The effect other chapters of the UDC, and departmental regulations have on the development design.

- **N/A**

The extent to which development of the site and the enforcement of this chapter are impacted by state and federal regulations:

- **N/A**

The impact a substantial modification or rejection of the application would have on the Applicant:

- **Staff is recommending approval of the submitted Tree Preservation Plan with the following Conditions of Approval.**

Conditions of Approval:

1. **The applicant is showing more mitigation trees than required. There are several trees planned in the parking lot that are in excess of the requirements. Before construction documents and the final landscape plan have been approved, staff would recommend revising this plan and delineating those specific trees as mitigation trees.**
2. **Mitigation will be required to replace 1,913 square feet of canopy removed. This will equal 9 (2) inch caliper large species trees to be planted on-site.**
3. **Before final Certificate of Occupancy these 9 trees must be planted and a letter of credit, bond, or check shall be deposited with the City of Fayetteville for $2,250. This amount is held for 3 years and released after the Urban Forester has inspected the trees and found them to be 90% healthy or better.**
4. **On the easement plat, the treed buffer area along Ivey Road will be dedicated as a Tree Preservation Area to ensure future protection. This dedication will removal all developmental rights from the land. The area should not include any of the utility easements including drainage. Please have this Area called out and the Tree Preservation Area Signature Block added to the easement plat.**

Fayetteville
ARKANSAS

PC Meeting of May 14, 2007

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 444-3470

THE CITY OF FAYETTEVILLE, ARKANSAS

LANDSCAPE REVIEW FORM

To: **Fayetteville Planning Commission**

From: **Sarah K. Patterson, Urban Forester**

Date: **May 9, 2007**

ITEM #: PZD 07-2531: Planned Zoning District (Peace at Home Facility)

Applicable Requirements:

Y	Site Development & Parking Lot Standards
NA	I-540 Design Overlay
NA	Street Tree Planting Standards
Y	Stormwater Facilities

Plan Checklist:

Y= submitted by applicant
N=requested by City of Fayetteville
NA= not applicable

Preliminary Submittal	Final Submittal	
		All Landscape Plans
Y		**Irrigation** *notes either automatic or hose bib*
Y		**Species of plant material identified**
Y		**Size of plant material at time of installation indicated**
Y		**Soil amendments** *notes include that soil is amended and sod removed*
Y		**Mulch** *notes indicate organic mulching around trees and within landscape beds*
N		**Plans stamped by a licensed Landscape Architect**
Y		**Planting details according to Fayetteville's Landscape Manual**
		Site Development & Parking Lot Standards
Y		**Wheel stops/ curbs**
Y		**Interior landscaping** *Narrow tree lawn (8' min width, 17' min length/ 1 tree per 12 spaces)* *Tree island (8' min. width/1 tree per 12 spaces)*

Preliminary Submittal	Final Submittal	
Y		**Perimeter landscaping** *Side and rear property lines (5' landscaped)* *Shade trees as described in street tree planting standards,* *Parking lot adjacent to R.O.W.- continuous planting of shrubs-at least 8 per tree- and ground cover -50% evergreen)*
		Overlay District Requirements
NA		**Greenspace adjacent to street R.O.W. (25' wide)**
NA		**Large street trees planted every 30' L.F. along R.O.W.**
NA		**25% of total site area left in greenspace (80% landscape)**
NA		**Parking lots and outdoor storage screened with landscaping**
		Street Tree Planting Standards *(time of I.P. or permit)*
NA		**Residential Subdivisions- 1 large species shade tree/ lot** *tree planted within R.O.W. if possible*
NA		**Nonresidential Subdivision- 1 large species shade tree/30 L.F.** *tree planted within 15-25' greenspace*
NA		**Urban Tree Wells-***urban streetscape only-8 foot sidewalk*
NA		**Structural Soil-***if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan*
NA		**Timing of planting indicated on plans (subdivisions only)**
NA		**Written description of the method for tracking plantings**
		Stormwater Facilities *(time of I.P. or permit)*
Y		**1 deciduous or evergreen tree/ 3000 square feet**
Y		**4 large shrubs (3 gal) or small trees / 3000 square feet**
Y		**6 shrubs or grasses (1 gal) / 3000 square feet**
Y		**Ground cover unless seed or sod is specified**
Y		**50% of facility planted with grass or grass like plants**

Conditions of Approval:

1. **Please review the report above and address all comments marked with the letter N.**
2. **Prior to building permit, a cost estimate for all required landscape is to be submitted to the Urban Forester for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.**

(Engineering Comments)

PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 21): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, 1/4 MILE E OF HWY 265. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is for a residential facility with 5677 s.f. and associated parking.

Planner: Jesse Fulcher

Public water is located along Ivey Road. This property is served by the City of Springdale for water service. Water service will need to be extended to the property at the time of development.

Sanitary sewer is not available on the site. A septic system is proposed for this development.

The site has access to Ivey Lane. Ivey Lane is an unimproved, narrow roadway in this location. This public street is located within the City of Springdale.

Standard improvements and requirements for drainage will be required for the development.

4. RZN 07-2520: (KARAS, 439): Submitted by ROBERT KARAS for property located at 4041 W. WEDINGTON DRIVE. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 1.50 acres. The request is to rezone the subject property to R-O, Residential Office.

Planner: Jesse Fulcher

Public water is located adjacent to the site. There is an 18" waterline along the south side of Wedington Drive. Water service may need to be extended through the property at the time of development.

Sanitary sewer is available on the site. There is a 6" sewer main through the property. Improvements to the sewer system may be required dependent upon the demand placed by the development. The capacity of the existing main may need to be studied at the time of development

The site has access to Wedington Drive. Wedington is an improved 4 lane state highway in this location.

Standard improvements and requirements for drainage will be required for the development.

RZN 00-2547: (WINDSOR S/D, 513): Submitted by JORGENSEN & ASSOC for property located at 6350 SELLERS ROAD. The property is zoned RSF-2, SINGLE FAMILY - 2 UNITS/ACRE and contains approximately 34.44 acres. The request is to rezone lot 34-67 to RSF-4, Residential Single Family, 4 units per acre. Lots 1-33 to remain the current designated zoning of RSF-2.

Planner: Andrew Garner

Public water is located adjacent to the site. There is an 8" waterline along Double Springs Road. Water service has been extended through the property at the time of development.

Sanitary sewer will be available on the site. There is a proposed sewer lift station on the property to the northeast of this development. There are currently discussions between the

Date 3/27/07

Jeremy Pate
Zoning and Development Director
City of Fayetteville
113 W. Mountain
Fayetteville, Arkansas 72701

Dear Director Pate,

This document is in response to the request for a determination of whether the proposed **PZD 07-2531: Planned Zoning District (P.A.H. Racility, 21):** Submitted by **City of Fayetteville** for property located at **Ivey Lane, ¼ mile E. of Hwy. 265** would substantially alter the population density and thereby increase the load on public services and create an appreciable increase in traffic danger and congestion. The property **is zoned R-A** and **contains approximately 1.50 acres.** The request is for a **residential facility with 5677 s.f. and associated parking.**

It is the opinion of the Fayetteville Police Department that this PZD **will not** substantially alter the population density or create an undesirable increase in the load on police services. It **will not** create an appreciable increase in traffic danger and congestion in the area.

Sincerely,

Captain William Brown
Fayetteville Police Department

Fayetteville Fire Department

MEMO

To: Suzanne Morgan, Andrew Garner, Jeremy Pate, and Jesse Fulcher

Thru: Chief Tony Johnson TJ
Asst Chief Bud Thompson

From: Captain Dale Riggins

Date: April 3, 2007

Re: April 4, 2007 Zoning Review – Fire Department Comments

PZD 07-2531 (PAH Facility)
This 1.5 acres is covered by Engine 4 and Ladder 4 located at 3385 N Plainview.
It is 4.4 miles from the station with an expected response time of 11 minutes
Once the new Station 5, located at Old Wire and Crossover, opens the response time will be reduced to 5 minutes.
The Fire Departments anticipates 6 (4 EMS – 2 Fire/Other) calls for service per year when the facility is opened and at maximum capacity. There should be no adverse effects on our call volume or response time.

PZN 07-2528 (Karas)
This 1.5 acres is covered by Engine 7 at 835 Rupple Road.
It is .6 miles from the station with an expected response time of 2 minutes.
Measured Hydrant Flow in this area is 1532 gallons/minute.
We do not figure anticipated calls for service on properties that are to be zoned C-1 although typically this kind of development does not adversely affect our call volume.

RZN 07-2547 (Windsor S/D)
This 34.4 is acres are covered by Engine 7 at 835 Rupple Road.
It is 3.4 miles from the station with an expected response time of 7.5 minutes to the beginning of this development. This response time is above our goal of having the first unit on the scene within 6 minutes, 90% of the time, and our goal of assembling all responding units to the scene of a moderate risk assignment within 10 minutes, 90% of the time.
The Fire Department anticipates 36(22 EMS – 14 Fire/Other) calls for service per year once the development is built and maximum build out has occurred.
The service impact of this development will typically take eighteen months after the development is started, and the units begin to be occupied, to occur. There should be no adverse effects on our call volume or response time.

Please feel free to contact me if you have any questions concerning the comments

Dale Riggins

Captain Dale Riggins
Fayetteville Fire Department

Station 3

Bates & Associates, Inc.

Civil Engineering & Surveying

3561 N. College / Fayetteville, AR 72703
PH: 479-442-9350 / FAX: 479-521-9350

March 15, 2007

Planning Staff
City of Fayetteville
113 West Mountain St.
Fayetteville, AR 72701

Re: 06-851 Peace at Home
Ivey Road, ¼ mile east of Hwy 265, Fayetteville, Arkansas

Dear Planning Staff,

The proposed development is a Housing Facility, which is located on the south side of Ivey Road, ¼ mile east of Hwy 265. Currently the site is a 1.50 acre undeveloped tract with no tree cover. It is the intent of the owner to presently construct one Rehabilitation Home, with paved areas for parking along with the necessary utilities.

Owner: PAH
PO BOX 1923
Fayetteville, AR 72702

Sincerely,

Kashi Kumar, E.I.

Bates & Associates, Inc.

City of Fayetteville, Arkansas

ADJOINING PROPERTY OWNERS NOTIFICATION OF UPCOMING PUBLIC HEARING

Today's Date: April 10, 2007

APPLICANT/REPRESENTATIVE CONTACT INFO:

Kash Kumar El.
Bates & Associates, Inc.
3561 N. College Ave.
Fayetteville, AR 72703

Sub-Division Meeting: Thursday, May 3rd, 2007 at 9:00 a.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

Planning Commission Meeting: Monday, May 14th, 2007 at 5:30 p.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

PROJECT DESCRIPTION:

Name: PAH

Address/Location: The property is located East of Highway 265 adjacent to the United Way building along Ivey Ln.

Description of project plans: PAH is a women's shelter. The project consists of one building to be located behind an existing tree buffer area. The project will also consist of associated parking, detention and a fence.

ADJOINING PROPERTY OWNERS COMMENTS

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

✓ I have been notified of the above meetings for the described project.

____ I do not object to the project described above.

____ I do object to the project described above.

Jarvis & Betty Teague
Name of Property Owner (Printed)

Jarvis Teague
Signature of Property Owner

1458 Ivey Lane
Springdale, AR. 72764

Note: Before Decision on Project — I would like to know more of where the Building would be located Behind the united way building and, also from where my house is located and the proposed site of your structure across street (Ivey Ln.) also, important as to where your drive would be located as to entrance of Building — Please reply, or send any picture of info. you have on location. Thank you, T. Teague

City of Fayetteville, Arkansas

ADJOINING PROPERTY OWNERS NOTIFICATION OF UPCOMING PUBLIC HEARING

Today's Date: April 10, 2007

APPLICANT/REPRESENTATIVE CONTACT INFO:

Kash Kumar El.
Bates & Associates, Inc.
3561 N. College Ave.
Fayetteville, AR 72703

Sub-Division Meeting: Thursday, May 3rd, 2007 at 9:00 a.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

Planning Commission Meeting: Monday, May 14th, 2007 at 5:30 p.m.
Fayetteville City Administration Building
113 W. Mountain Street, Room 219

PROJECT DESCRIPTION:

Name: PAH

Address/Location: The property is located East of Highway 265 adjacent to the United Way building along Ivey Ln.

Description of project plans: PAH is a women's shelter. The project consists of one building to be located behind an existing tree buffer area. The project will also consist of associated parking, detention and a fence.

ADJOINING PROPERTY OWNERS COMMENTS

(Return Comments to City of Fayetteville Planning Division in Stamped Enclosed Envelope)

_____ I have been notified of the above meetings for the described project.

✓ **I do not** object to the project described above.

_____ **I do** object to the project described above.

United way Foundation
Name of Property Owner (Printed)

Judith J. Brown
Signature of Property Owner

City of Fayetteville, Arkansas

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✓ **I do not** object to the project described above.

____ **I do** object to the project described above.

John Buck
Name of Property Owner (Printed)

John Buck for Elizabeth Richardson Center
Signature of Property Owner
3917 S. Old Missouri Rd
Springdale AR 72764

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **City Council**

FROM: **Kit Williams**, City Attorney

DATE: **December 28, 2004**

RE: **Peace at Home Family Shelter**

The Project For Victims Of Family Violence, Inc. has secured a substantial grant from the Reynolds Foundation to construct a new Peace at Home Family Shelter to serve Fayetteville and Northwest Arkansas. An ideal location for this new shelter would be on city land off Highway 265 near Lake Fayetteville. This land was appraised earlier this year at $20,000.00 per acre.

The Donald Reynolds Foundation requires the nonprofit corporation to own the land upon which the new shelter will be built. Thus the Project For Victims Of Family Violence, Inc. needs to purchase 1.5 acres at $20,000.00 per acre for a total of $30,000.00. Because of time constraints, the sale of land code section must be waived in order to accomplish this sale so as not to endanger the Reynolds grant to the Project For Victims Of Family Violence, Inc. Therefore, I have drafted an ordinance to that effect and to approve the sale of the 1.5 acres for $30,000.00.

The Project For Victims Of Family Violence, Inc. also needs a buffer/protection zone of 1.5 acres around their facility which we can lease to them in exchange for the Project For Victims Of Family Violence, Inc.'s services to Fayetteville residents. I have drafted a Lease for Buffer Area and a Resolution to accomplish this.

No sewer is currently available to this site. Once the federal restrictions on development are shifted from this area to Lake Sequoyah, the remaining acreage could be sold to a developer who would be required to provide sewer main service to the whole site (including the Peace at Home Family Shelter). In order to have a buildable site, we need to temporarily lease .69 acres for a sewer system area (septic tank and lateral lines) and a temporary 70-foot wide access easement. Once sanitary sewer mains and access from an internal street are available, these leased areas revert to the City to be sold along with the remaining acreage. I have drafted a Lease and Resolution to accomplish this.

I regret submitting this at the Agenda Meeting, but the final details were not finished in time for inclusion into the tentative Agenda and time constraints require we move forward quickly now so the grant for this vitally needed shelter will not be endangered.

ORDINANCE NO. 4670

AN ORDINANCE TO WAIVE THE REQUIREMENT OF §34.27 OF THE FAYETTEVILLE CODE, AUTHORIZE THE SALE OF 1.5 ACRES FOR AN APPRAISED VALUE OF $30,000.00 TO THE NON-PROFIT CORPORATION, THE PROJECT FOR VICTIMS OF FAMILY VIOLENCE, INC. AND TO DECLARE AN EMERGENCY

WHEREAS, The Project For Victims Of Family Violence, Inc. is a non-profit corporation which has long served the needs of residents of Fayetteville and surrounding communities, but has outgrown its facility; and

WHEREAS, The Project For Victims Of Family Violence, Inc. has secured a generous grant from the Donald W. Reynolds Foundation to construct a larger and better equipped new facility and needs a more central location to serve not only Fayetteville, but our neighboring cities to the North; and

WHEREAS, this grant could be lost and this needed expanded facility might not be able to be constructed unless the sale of city land can be immediately authorized by the City of Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines that the vital need for an improved and expanded facility for victims of family violence requires an immediate sale of one and one half acres of city property to The Project For Victims Of Family Violence, Inc. at a per acre value as independently appraised earlier in 2004 and therefore waives the formal requirements of §34.27 of the Code of Fayetteville regarding the sale of city land.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves the land sale contract attached as Exhibit "A" selling 1.5 acres of city property as described in the deed to The Project For Victims Of Family Violence, Inc. for Thirty Thousand Dollars ($30,000.00).

Section 3: Emergency Clause. If the sale of this 1.5 acres is not effective immediately, The Project For Victims Of Family Violence, Inc. may lose its substantial grant from the Donald W. Reynolds Foundation which is necessary for the construction of an expanded and improved battered women's shelter to

better serve local victims of domestic abuse. Therefore, the city Council hereby determines and declares that an emergency exists, that it is necessary for the preservation of the public peace, health and safety that this ordinance become effective without delay, and that therefore because of this emergency, this ordinance shall be effective immediately upon its passage.

PASSED and **APPROVED** this 4th day of January, 2005.

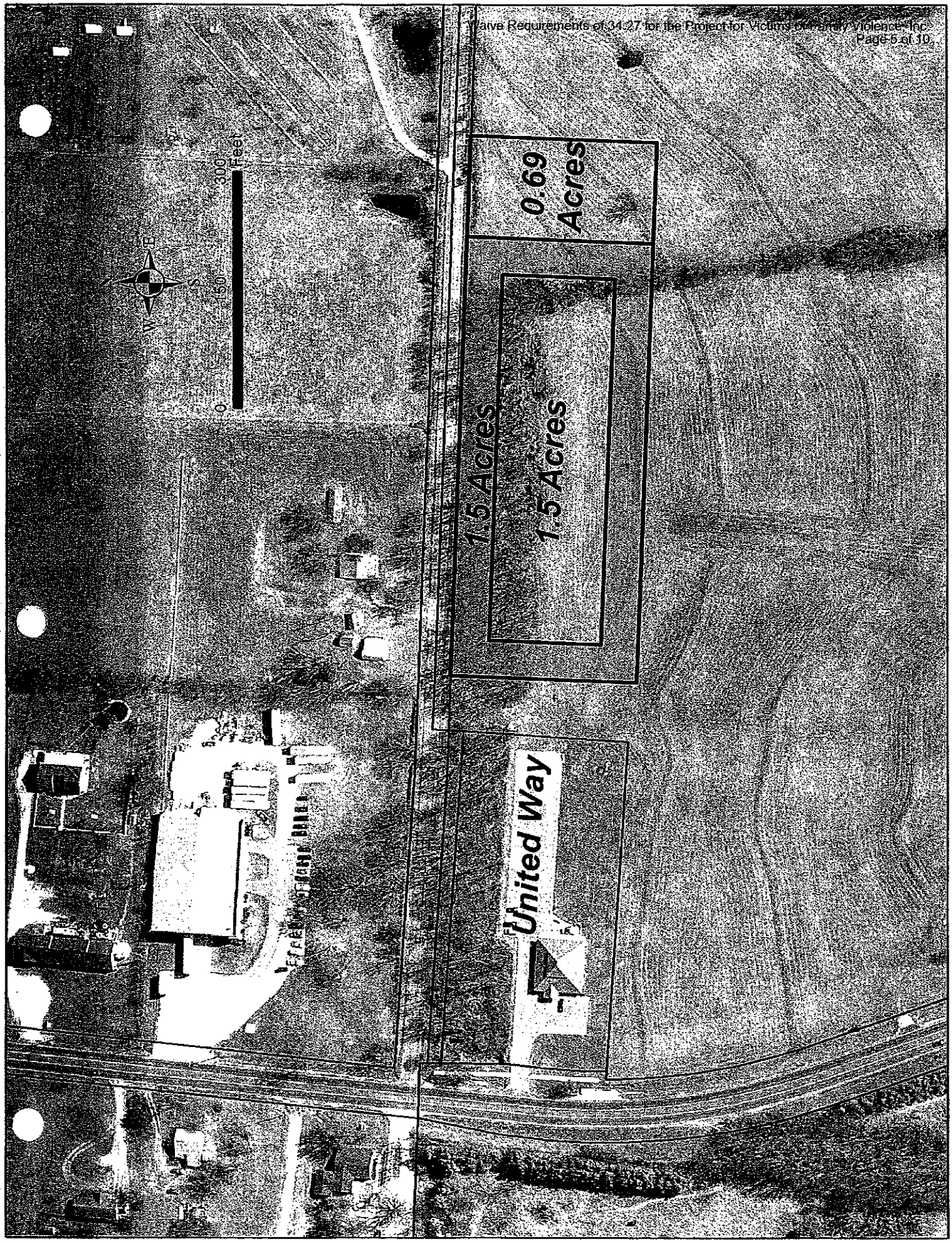
APPROVED:

By: _____
DAN COODY, Mayor

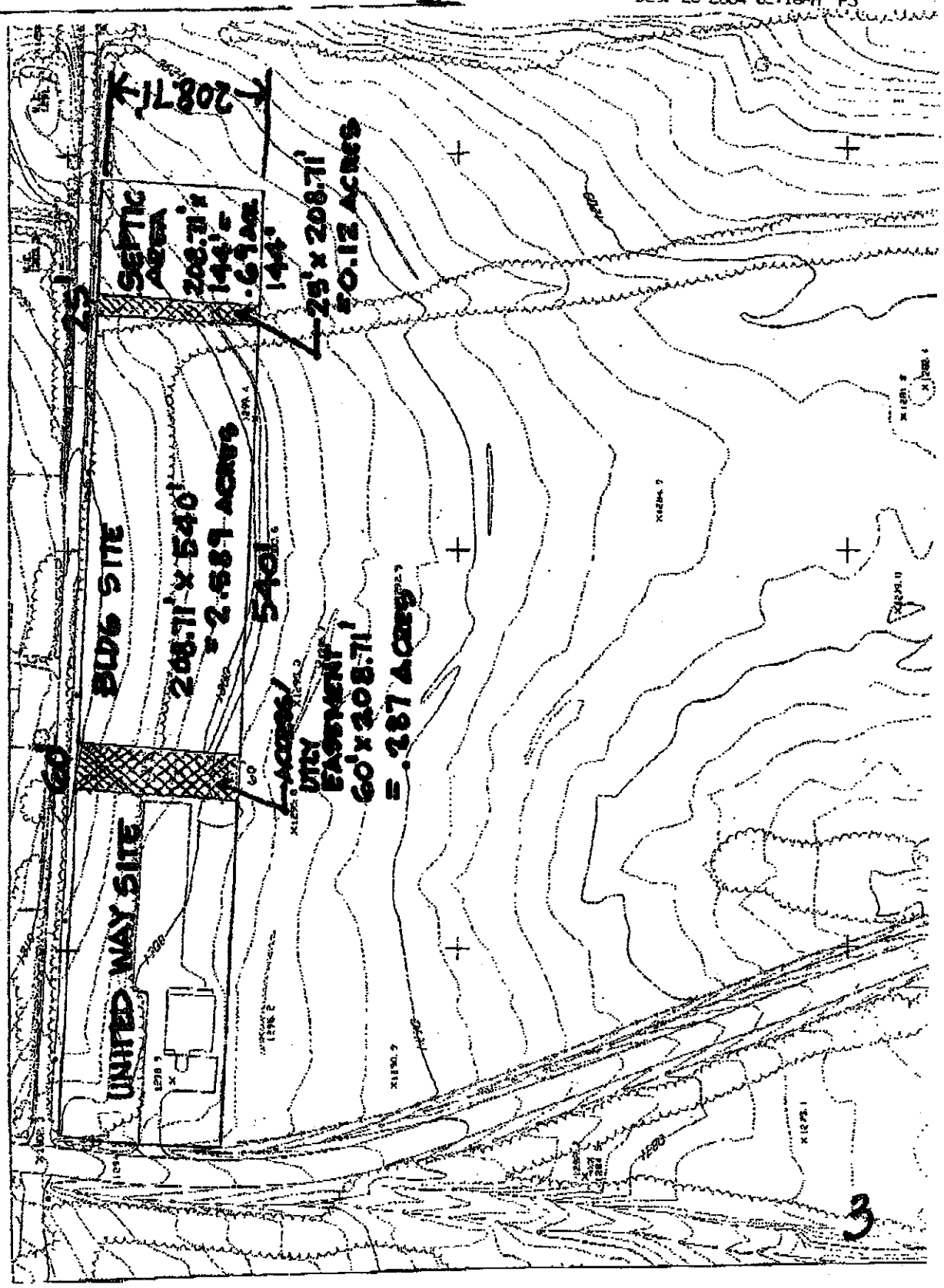
ATTEST:

By: _____
SONDRA SMITH, City Clerk

CITY CLERK/TREASURER
CITY OF
FAYETTEVILLE
ARKANSAS
WASHINGTON COUNTY


0.69 Acres
1.5 Acres
1.5 Acres
United Way
0 150 300 Feet
N
W
E
S

FROM : PROJ VICTIMS OF FAM VIOLENCE FAX NO. : 4795871817 Dec. 28 2004 03:34PM P3
FROM : FAX NO. :4794441445 Dec. 23 2004 02:18PM P3



Kit,

This is what I understand from our meetings with Mayor Coody.
Please call my office at 444-8310 and ask for Robbin if you want to talk to me today.
She knows how to get find me.

FOR: The COUNCIL MEETING of January 4th. (That was agreed to at the last agenda setting meeting)

ORDINANCE OR RESOLUTION TITLE AND SUBJECT (or whatever you want it to say.)

Sale and lease of Property to the battered women's shelter, the Project for Victims of Family Violence, Inc – doing business as the Peace at Home Family Shelter.

An ordinance

- waiving the requirements of the current city ordinance regarding the sale of public land and
- approving the sale of 1.5 acres of land to the Project for Victims of Family Violence, Inc. (d.b.a. Peace At Home Family Shelter) at fair market value based on a recent appraisal valuing the land at $20,000/acre and
- leasing approximately 1.5 acres for a period of time not less than 35 years. An additional .69 acres will be leased for the purpose of a water treatment system, and this land will go to the buyer of the remaining land when the shelter is hooked up to the anticipated sewer system.

Other contingencies:
Revert clause including return of purchase price to Built and operating by the end of 2008

Long-term lease of 35 years, renewable for an additional 35 year with the agreement of both parties, in exchange for services to the citizens of Fayetteville valued at approximately $550,000 annually. (See history memo) Reynolds requires at least 35 years. You had mentioned it could be renewable for an additional 35 years.

Land to be purchased is located on the City owned property on the east side of Hwy 265, south of Highway 412. Specific location identified on attached map. (We would need this from the city, our architect Jim Key knows exactly what we negotiated with the mayor.

The encumbrance attached to this property will be transferred to other land owned by the city of Fayetteville by ????. (Approval by the governmental authority) Connie from Parks is working on this piece and knows the specifics.

The sale of the remaining land in this parcel (roughly 43 acres will include a contingency that requires the developer (new owner of the land) to provide PVFV with road access and sewer hook-up, at which time the .69 acres of land for the water treatment facility will become the property of the owner of the remaining land. The Mayor understands this and thought it likely should be a separate contract.

BRIEF HISTORY: In 1977, community leaders came together to initiate a safe shelter and advocacy program for battered women and their children. This program, the Project for Victims of Family Violence, Inc. was the first such program to serve battered women in Arkansas.

The first shelter facility was in a private house on the corner of Mountain and School streets. Very soon it became apparent that the 3-bedroom house would be too small and that a shelter for battered women and their children needed to be located in a place where the abusers could not easily access the shelter. In 1977, there were no laws such as protection orders or no contact orders, so the abusers could stand on the sidewalk and shout up into the house, causing much disruption and fear.

Since the private house was not working out as a safe shelter, the City of Fayetteville offered an approximately 3-acre parcel of land with a building as an option for the shelter. In 1979, the Project for Victims of Family Violence, Inc. moved to this location on the south side of Fayetteville, where they have been ever since, leasing the land and facility for $1 a year.

THE NEED: The current facility has six small bedrooms, one kitchen, one eating area, two small bathrooms and one living room. It is not uncommon that at any given time, six families will be living in the shelter, each with one to four children. When the shelter is full and another family needs immediate emergency shelter, we work to locate space in the only other shelters in the area. There is a shelter in Bentonville, one in Fort Smith, one in Tulsa, and one in Harrison. When a family has to travel to another area or even state, there is significant disruption for the children and their schooling and/or for the mother if she is working. There are no other shelters for battered women in Washington County or in Madison or Carroll counties. The requests for shelter and other advocacy services have increased 25% in just one year.

The Donald W. Reynolds Foundation gave the Project for Victims of Family Violence a planning grant to develop a new shelter. In this fast growing area of Northwest Arkansas, and through our needs assessment, we determined that a new shelter has to be able to house at least 40 individuals in at least 12 bedrooms. We need a shelter location that is assessable to the region, and with at least three acres of land for the shelter, parking, play area, a buffer and the necessary storage. We have hired the firm of KAI, Jim Key the principle, and they have worked out the specific minimum land that is required for this program.

ECONOMIC IMPACT: The Project for Victims of Family Violence, Inc. annual budget is approximately $550,000. 39% of our clients are city of Fayetteville residents. We estimate the annual value of our programs to the city of Fayetteville to be $214,500. We employ 15 full time staff and several part time staff and over 50 volunteers work with our programs. Many of the staff live and shop in Fayetteville, as do many of our board members and volunteers. Building a new expanded shelter in Fayetteville guarantees a long future of service to the residents of this community.

R- PZD 07-2531: Planned Zoning District (P.A.H. FACILITY, 21): Submitted by CITY OF FAYETTEVILLE for property located at IVEY LANE, 1/4 MILE E OF HWY 265. The property is zoned R-A, RESIDENTIAL-AGRICULTURAL and contains approximately 3.00 acres. The request is for a 5,677 s.f. residential facility and associated parking.

Jesse Fulcher, Current Planner, gave the staff report. The proposal is for a housing facility on 1.5 acres that was split out from a larger parcel. An additional 1.5 acres is to be retained as a buffer area, with tree preservation protection where necessary. Staff discussed the use of a septic system for this project, as sewer is not available to the area. The septic system would be located within an easement area, and the property would connect to sewer once it became available. Access to water and streets are through the City of Springdale. Staff recommended forwarding the PZD request to the Planning Commission with a recommendation for approval, with conditions.

Sarah Patterson, Urban Forester, stated that nine trees are required for mitigation. The plans as currently shown indicate more than that required, and may be reduced. The buffer area along Ivy Lane would be within a Tree Preservation area, which would remove developmental rights.

Jarvis Teague, an adjoining property owner to the north, stated he had discussed the project with others before, but wanted to confirm a few things with the Committee. Teague stated he liked the tree buffer, and questioned where the entrance to the property was in proximity to Hwy 265. Teague stated it looked like a nice-looking facility.

James Guerta, Bates and Associates (applicant), presented the project as 5,677 SF building in Planning Area 1. Planning Area 2 is comprised of a tree buffer, with the exception of utility crossings. Agreed with staff recommendations and conditions.

Commissioner Lack stated he had a couple of concerns with the project. Once concern was preservation of the trees adjacent to the waterline easement, and the fence that was to be constructed was very close to many of the trees. He stated that because of the amount of trees, however, that concern could be benign. Lack also was concerned with the description of the use of the facility, which seems more institutional as a hospital than residential like the surrounding properties, and requested from staff a better explanation of the uses proposed.

Jeremy Pate, Director of Current Planning, deferred the description of the project to the applicant, and noted that United Way, a non-residential use, is adjacent to the property to the west.

Hannah McNeill (applicant) gave a description of the project, stating it was a family shelter and transitional, short-term housing for people coming from abusive environments. The first half of the building is for counseling, staff, offices and support groups that meet occasionally at night. The second half of the building is for shelter. The biggest part of the facility is safety and security of the women and children being sheltered.

Commissioner Lack inquired if there were to be any medical practice within.

McNeill responded no.

Commissioner Lack stated the description helped a lot, and cleared up his concerns. Moreover, he applauded the nature of the facility as designed.

Commissioner Bryant asked for clarification in the booklet on the 1.5-acre site and the 1.5-acre buffer, and why the booklet stated this was the reason the building was within the setback.

Fulcher explained the agreement with the City to purchase the land (1.5 acres). A buffer easement of 1.5 acres surrounding the property was also part of the agreement, and at the time of sale of the overall property, the 1.5 acres buffer area may be deeded to the facility for a total 3-acre tract.

Pate concurred with this explanation, stating that only ½ of the actual property is being developed with this property. Because only 1.5 acres is to be developed, all construction was occurring on that portion of the overall 3 acres, which would not meet standard zoning criteria.

Motion:

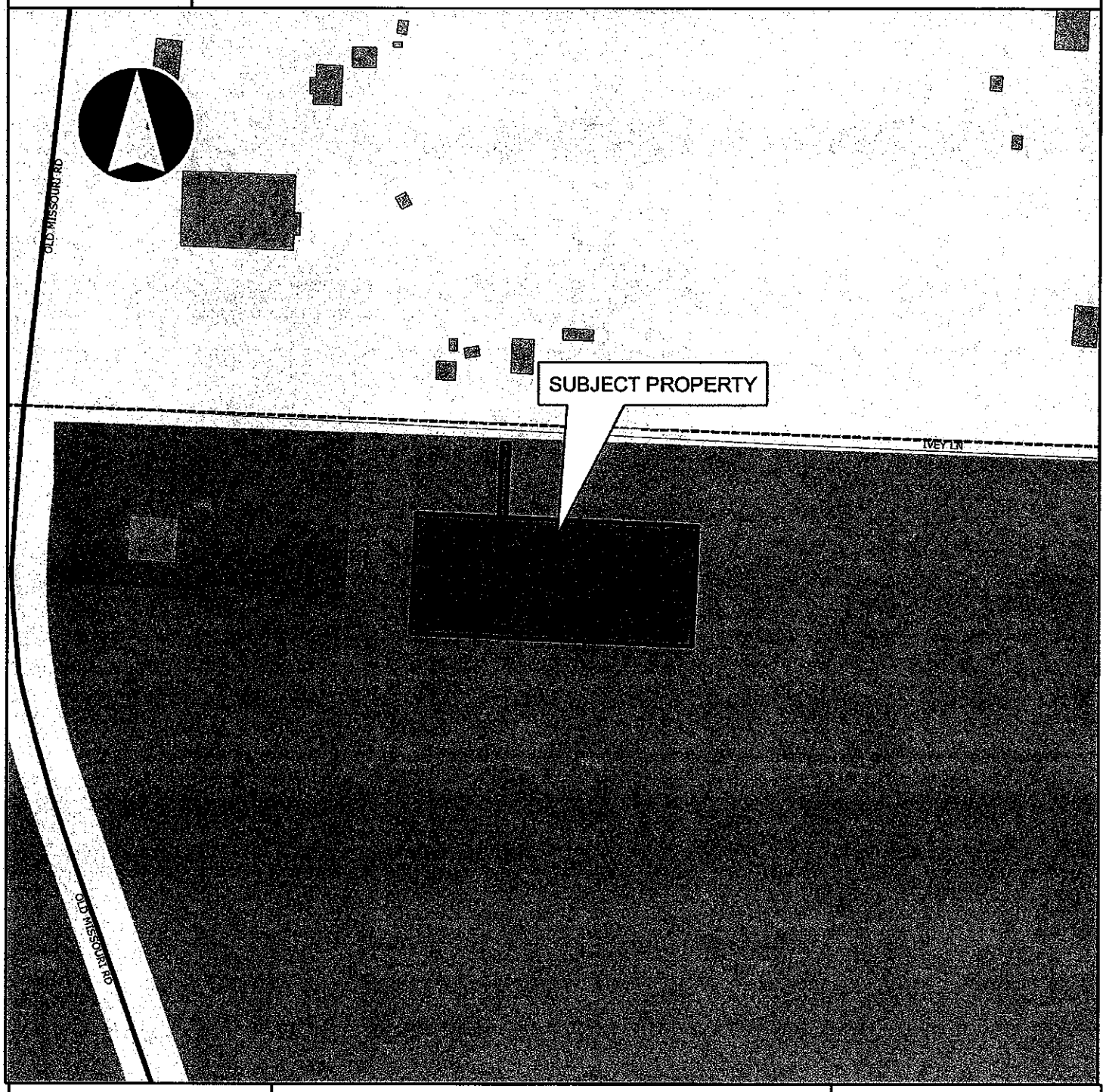
Commissioner Bryant made a motion to forward the request to the full Planning Commission with the conditions of approval as recommended by staff, finding in favor of the project. **Commissioner Cabe** seconded the motion. **Commissioner Lack concurred, the motion passed with a vote of 3-0-0.**

All business being concluded, the meeting adjourned at 9:56 AM.

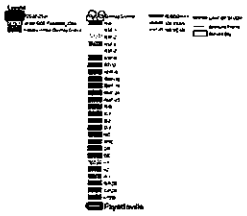
PZD07-2531

Close Up View

P.A.H. FACILITY



Overview

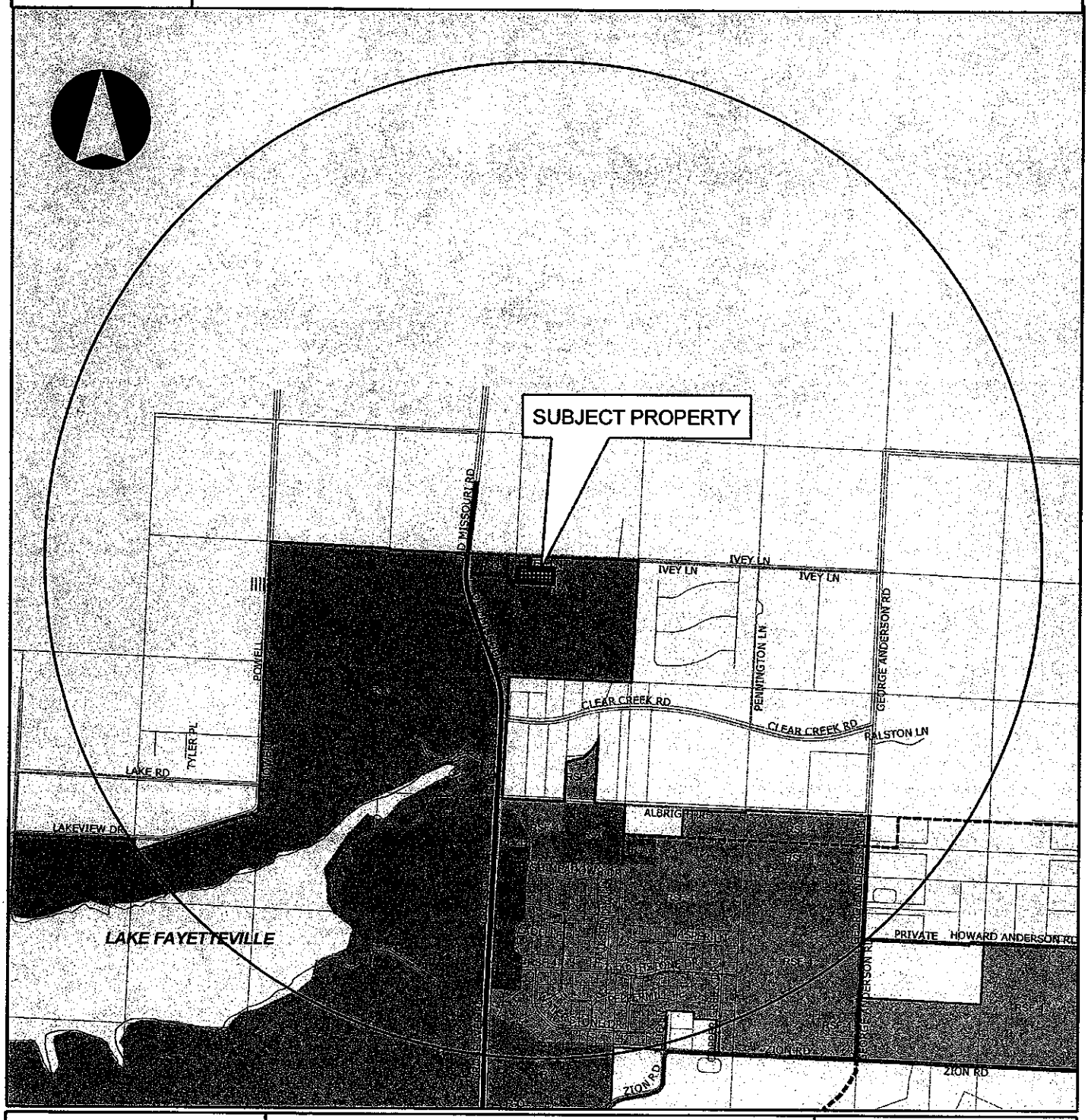


0 75 150 300 450 600 Feet

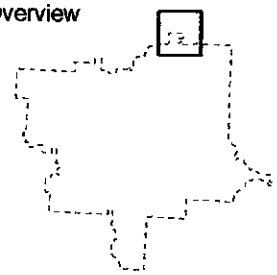
PZD07-2531

One Mile View

P.A.H. FACILITY



Overview



Legend

Subject Property

PZD07-2531

Boundary

Planning Area

Overlay District

Outside City

Legend

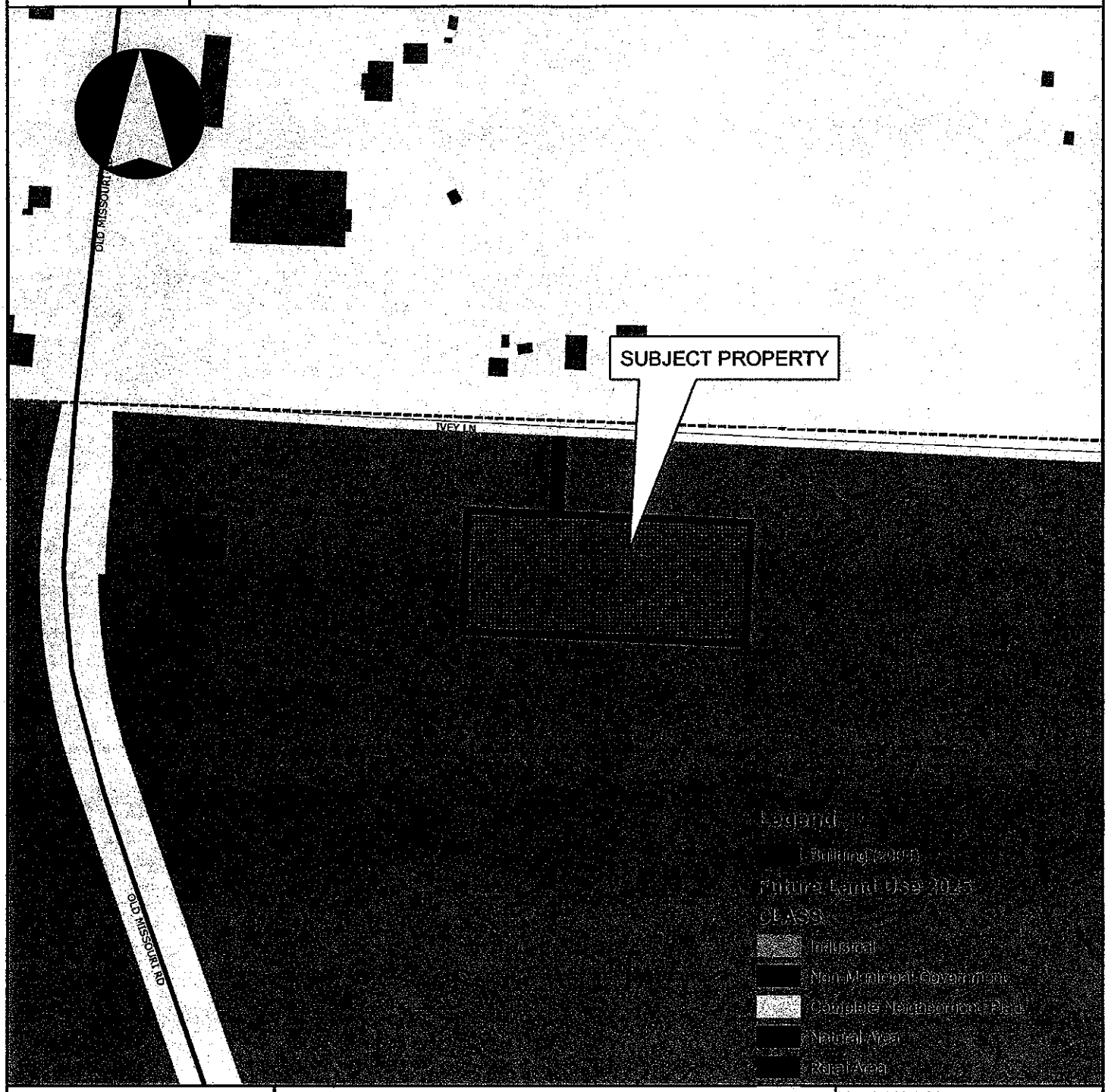
Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

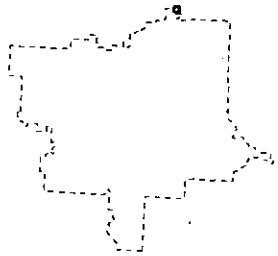
PZD07-2531

Future Land Use

P.A.H. FACILITY



Overview



Legend

Subject Property

PZD07-2531

Streets

Existing

Planned

Boundary

Planning Area

Overlay District

Outside City

Residential Neighborhood Area

General Urban/City Neighborhood Area

Urban Center Area

Civic and Private Open Space/Parks

Civic Institutional

Unclassified

ROW

Legend

0 75 150 300 450 600 Feet

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

Jeremy Pate	Planning	Operations
Submitted By	Division	Department

Action Required:

VAC 07-2570: (Vista Health, 138): Submitted by H2 Engineering for property located at 4253 North Crossover. The property is zoned R-O, Residential Office and contains 9.94 acres. The request is to vacate a utility easement within the subject property and dedicate a new easement for the utilities.

$0.00	n/a	n/a
Cost of this request	Category/Project Budget	Program Category / Project Name
n/a	n/a	n/a
Account Number	Funds Used to Date	Program / Project Category Name
n/a	n/a	n/a
Project Number	$ - Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director 5·17·07 Date

City Attorney 5/18/07

Finance and Internal Service Director 5-18-07 Date

Mayor 5/18/07 Date

Previous Ordinance or Resolution # n/a

Original Contract Date: n/a

Original Contract Number: n/a

Received in City Clerk's Office ENTERED 5/18/07

Received in Mayor's Office ENTERED 5/18/07

Comments:

City Council Meeting of June 5, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

To: Mayor and City Council

Thru: Gary Dumas, Director of Operations

From: Jeremy C. Pate, Director of Current Planning

Date: May 17, 2007

Subject: Utility Easement Vacation for Vista Health (VAC 07-2570)

RECOMMENDATION

The Planning Commission and staff recommend approval of an ordinance vacating approximately 1,207 sq. ft. of existing utility easement on the subject property and to then rededicate an easement of sufficient length and width for the relocation of any existing utility lines that are to be relocated due to the building expansion.

BACKGROUND

The project site is located south of the intersection of Crossover Road and Zion Road. The existing health facility was approved by the Planning Commission on July 27, 1981. The initial development was a 49 bed hospital facility and a 10,889 sq. ft. office building. In 2001, the applicant received conditional use permit and large scale development approval to add a third building to the site to house a 30 bed medical facility and 3,000 square feet of administrative offices.

On March 12, 2007, the Planning Commission approved another conditional use permit for Vista Health. The conditional use approval allowed for the expansion of the existing medical/hospital facility (Use Unit 4). The development includes a 26 bedroom expansion totaling 6,747 sq. ft. A building permit has been submitted for this addition; however, there is an existing utility easement that is located within the building footprint of the proposed expansion. Therefore, the utility easement must be vacated and any existing utility lines relocated to a newly dedicated utility easement prior to approval of the building permit.

Staff recommends vacation of one-half of the 25' utility easement as request. Two adjoining property owners have indicated no objections to the request.

DISCUSSION

The Planning Commission voted 8-0-0 on its consent agenda to forward this item to the City Council with a recommendation for approval. Notification was provided to all appropriate utility representatives. Conditions of approval are recommended in order to satisfy the comments made by city division and utility company representatives.

BUDGET IMPACT

None.

ORDINANCE NO.

AN ORDINANCE APPROVING VAC 07-2570 SUBMITTED BY H2 ENGINEERING FOR PROPERTY LOCATED AT 4253 NORTH CROSSOVER ROAD, TO VACATE A UTILITY EASEMENT AND DEDICATE A NEW EASEMENT FOR THE UTILITIES, A TOTAL OF 1,207.56 SQUARE FEET.

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portion of the platted utility easements are not required for corporate purposes;

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby vacates and abandons the following described utility easements:

See Exhibit "B" attached hereto and made a part hereof.

Section 2: That a copy of this Ordinance duly certified by the City Clerk along with the map attached hereto and labeled Exhibit "A" shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.

Section 3: That this vacation approval is subject to the Conditions of Approval as follows, and shall not be in effect until all conditions are met herein.

1. The existing water line shall be relocated to a newly dedicated easement of sufficient width and length as determined by the City Engineering Department and shall be inspected and accepted by the City of Fayetteville prior to building permit approval for the building expansion.

2. Any relocation of existing utilities shall be at the owner/developer's expense.

PASSED and **APPROVED** this day of , 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA SMITH, City Clerk/Treasurer

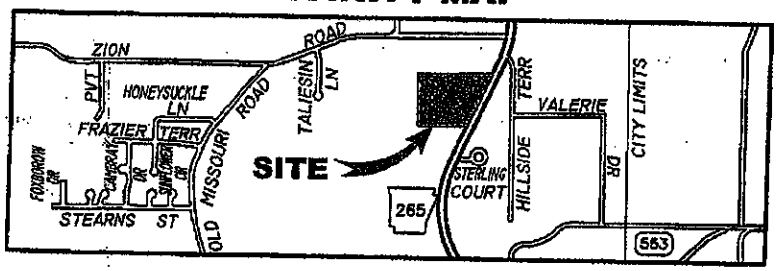
EXHIBIT "A"

GRAPHIC SCALE

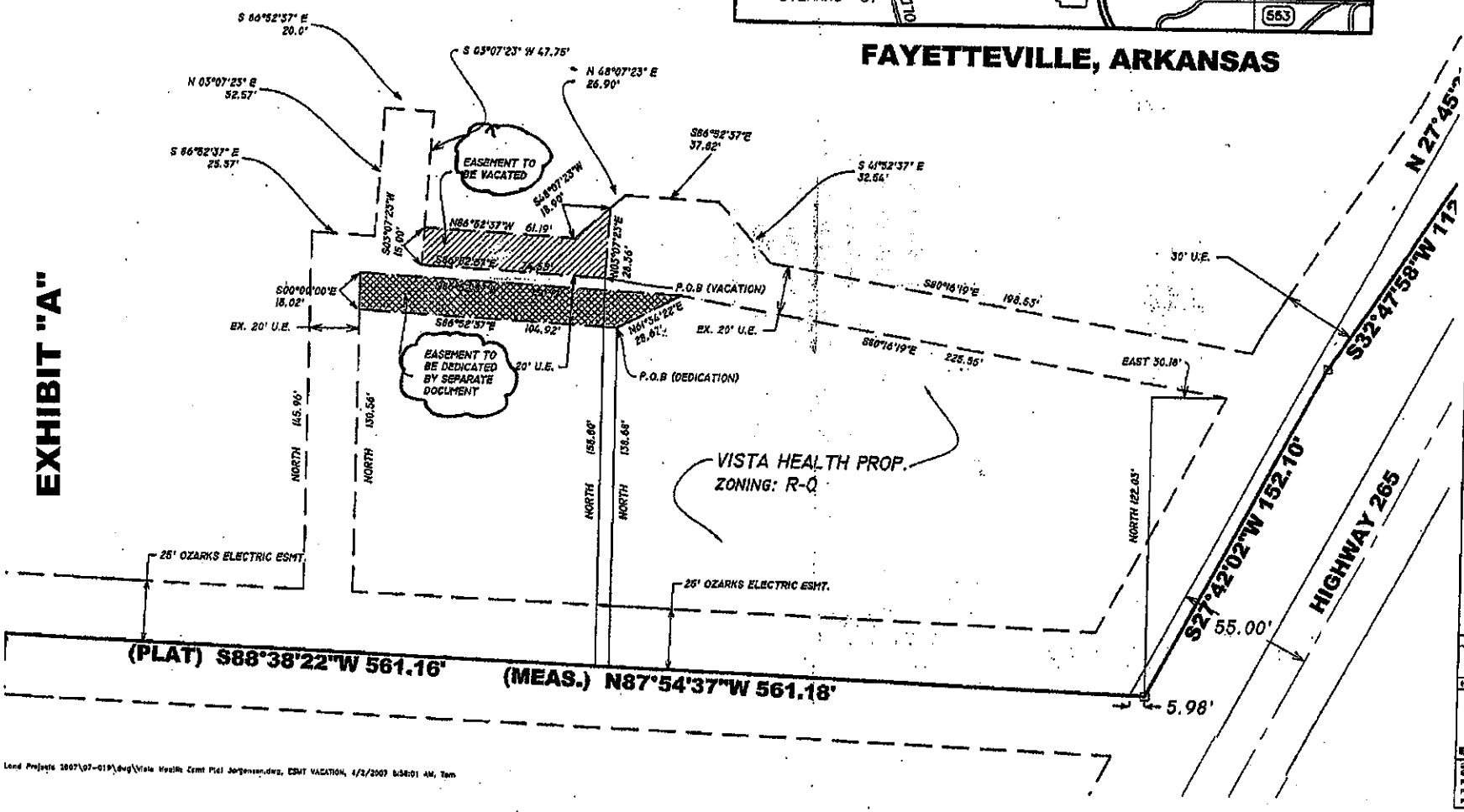
40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

VICINITY MAP



FAYETTEVILLE, ARKANSAS



Land Projects 2007\07-019\dwg\Vista Health Esmt Plat Jorgensen.dwg, ESMT VACATION, 4/2/2007 8:56:01 AM, Tom

CERTIFICATE OF AUTHORIZATION
H2 ENGINEERING INCORPORATED
No. 1105
ARKANSAS ENGINEER

Checked by: TAH
Drawn by: RMM
Horizontal Scale: 1"=40'
Vertical Scale: N/A
Date: 3/14/2007
Revisions:

City Project Number:
Plat Page:

VISTA HEALTH EASEMENT VACATION EXHIBIT "A"

PAGE	of	PAGES
1		1

H2 PROJECT NUMBER: 07-019

H2 ENGINEERING, INC.
2758 MILLENNIUM DRIVE
Suite 1
FAYETTEVILLE, ARKANSAS 72703
PHONE: (479) 582-4234
FAX: (479) 582-9284

EXHIBIT "B"
VAC 07-2570

LEGAL DESCRIPTION (TO BE VACATED):

PART OF TRACT 5 OF HARB-CO PLACE AN ADDITION TO THE CITY OF FAYETTEVILLE AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN WASHINGTON COUNTY, ARKANSAS; THENCE S88°38'32"E 668.08 FEET, THENCE NORTH 158.80 FEET TO THE POINT OF BEGINNING; THENCE N03°07'23"E 28.36 FEET, THENCE S48°07'23"W 18.90 FEET THENCE N86°52'37"W 61.19 FEET, THENCE S03°07'23"W 15.00 FEET, THENCE S86°52'37"E 74.55 FEET TO THE P.O.B.; CONTAINING 1207.56 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION (TO BE DEDICATED):

PART OF TRACT 5 OF HARB-CO PLACE AN ADDITION TO THE CITY OF FAYETTEVILLE AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 17 NORTH, RANGE 29 WEST OF THE FIFTH PRINCIPAL MERIDIAN, IN WASHINGTON COUNTY, ARKANSAS; THENCE S88°38'32"E 673.45 FEET, THENCE NORTH 138.68 FEET TO THE POINT OF BEGINNING; THENCE N61°34'22"E 28.67 FEET, THENCE N86°52'37"W 130.17 FEET, THENCE SOUTH 15.02 FEET, THENCE S86°52'37"E 104.92 FEET TO THE P.O.B.; CONTAINING 1763.21 SQUARE FEET MORE OR LESS.

Fayetteville
ARKANSAS

PC Meeting of May 14, 2007

THE CITY OF FAYETTEVILLE, ARKANSAS

125 W. Mountain St.
Fayetteville, AR 72701
Telephone: (479) 575-8267

PLANNING DIVISION CORRESPONDENCE

TO:	Fayetteville Planning Commission
FROM:	Jesse Fulcher, Current Planner
	Matt Casey, Assistant City Engineer
THRU:	Jeremy Pate, Director of Current Planning
DATE:	~~May 9, 2007~~ Updated May 17, 2007

VAC 07-2570: (VISTA HEALTH, 138): Submitted by H2 ENGINEERING, INC. for property located at 4253 N. CROSSOVER ROAD. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 9.94 acres. The request is to vacate a utility easement within the subject property and dedicate a new easement for the utilities.

Planner: Jesse Fulcher

Findings:

Property Description and Background: The project site is located south of the intersection of Crossover Road and Zion Road. The existing health facility was approved by the Planning Commission on July 27, 1981. The initial development was a 49 bed hospital facility and a 10,889 sq. ft. office building. The main hospital facility has since been modified to accommodate 66 beds within the same building foot print. In 2001, the applicant received conditional use permit and large scale development approval to add a third building to the site to house a 30 bed medical facility and 3,000 square feet of administrative offices.

On March 12, 2007, the Planning Commission approved a conditional use permit for Vista Health. The conditional use approval allowed for the expansion of the existing medical/hospital facility (Use Unit 4). The development includes a 26 bedroom expansion totaling 6,747 sq. ft. A building permit has been submitted for this addition; however, there is an existing utility easement that is located within the building footprint of the proposed expansion. Therefore, the utility easement must be vacated and any existing utility lines relocated to a newly dedicated utility easement prior to approval of the building permit.

Request: The applicant requests vacation of approximately 1,207 sq. ft. of existing utility easement on the subject property and to then rededicated an easement of sufficient length and width for the relocation of any existing utility lines that are to be relocated due to the building expansion.

The applicant has submitted the required notification forms to the utility companies and to the City with the result summarized below.

UTILITIES	**RESPONSE**
Ozarks Electric	No objections provided that any relocation or damage to existing facilities shall be at the owner/developers expense.
Cox Communications	No objections
Southwestern Electric Power Company	No Objections
Arkansas Western Gas	No Objections
Southwestern Bell Telephone	No Objections

CITY OF FAYETTEVILLE:	**RESPONSE**
Water/Sewer	No Objections provided that the existing waterline is rerouted and a new easement dedicated prior to easement vacation and building permit approval. Per City Engineering the water line has been relocated.
Transportation	No Objections
Solid Waste	No Objections
Engineering	The existing water line has been relocated; however a new water easement has not yet been recorded and shall be required prior to building permit approval.

Public Comment: No public comment has been received.

Recommendation: Staff recommends forwarding **(VAC 07-2570)** to the City Council with a recommendation for approval with the following conditions.

Conditions of Approval:

1. The existing water line shall be relocated to a newly dedicated easement of sufficient width and length as determined by the City Engineering Department and shall be inspected and accepted by the City of Fayetteville prior to building permit approval for the building expansion.

2. Any relocation of existing utilities shall be at the owner/developer's expense.

CITY COUNCIL ACTION: Required

PLANNING COMMISSION ACTION: Required

Planning Commission Action: √ **Forwarded** ☐ **Denied** ☐ **Tabled**

Date: May 14, 2007

Motion: Ostner
Second: Myers
Vote: 8-0-0 Approved on consent agend
Comments:_____
The "CONDITIONS OF APPROVAL", as stated in this report, are accepted in total without exception by the entity requesting approval of this development item.

_____
By

_____
Title

_____
Date

H2 ENGINEERING, INC.

April 16, 2007

City of Fayetteville
Planning Department
113 West Mountain Street
Fayetteville, AR 72701

Re: Vista Health Easement Vacation

Dear Staff,

Please find the attached easement vacation application for Vista Health submitted for your review. This vacation is in conjunction with a planned expansion of the facility, the site plan for which was submitted by EGIS Engineering. The current expansion plans require the realignment of an existing water line and the rededication of a new section of utility easement to accommodate the line. All utility representatives have provided their review and are in support of the vacation and rededication. The new easement will be dedicated as part of the easement plat for the development. Thank you for your assistance in this matter.

Sincerely,

Thomas A. Hennelly, P.E.
President

2758 Millennium Drive Suite 1 Fayetteville, Arkansas 72703 Phone: 479.582.4234 Fax: 479.582.9254

PETITION TO VACATE

PETITION TO VACATE AN EASEMENT LOCATED IN TRACT 5 OF HARB-CO 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 *easement* hereinafter sought to be abandoned and vacated, lying in *Tract 5 of the Harb-CO Place Addition*, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an *easement* which is described as follows:

Legal Description (to be vacated):

Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

Let it be known that the easement which is being petitioned for vacation does not abut any adjacent property. It is contained entirely within the boundary of the parent tract owned by the petitioner and contains only utilities servicing the petitioner's property. This being the case, the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 17 day of April, 2007.

printed name

Charles T. Maples

signature

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: Ozarks Electric

REQUESTED VACATION (*applicant must check all that apply*):

- X Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
4253 North Crossover Road
West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

- ■ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Any Relocation or Damage To Existing OECC Facilities will be At The Developers Expense.

Signature of Utility Company Representative

System Staking Tech
Title

4-4-07
Date

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: Cox Communications

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

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SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

☑ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Michael Sanders
Signature of Utility Company Representative

Surveyor
Title

4-9-07
Date

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: SWEPCO

REQUESTED VACATION (*applicant must check all that apply*):

- X Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

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West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
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SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

- ☑ No objections to the vacation(s) described above.
- ☐ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

Jim Lamont
Signature of Utility Company Representative

ENGINEER I
Title

4/11/07
Date

UTILITY APPROVAL FORM

FOR RIGHT -OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: Arkansas Western Gas

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
4253 North Crossover Road
West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
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SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Signature of Utility Company Representative

FAYETTEVILLE ASSISTANT OPERATING MANAGER
Title

4-9-07
Date

at&t

CONCURRENCE TO VACATE A DEDICATED UTILITY EASEMENT

BE IT KNOWN BY THESE PRESENTS that Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, hereby concurs in the vacation of the following dedicated utility easement, to-wit:

Part of Tract 5 of Harb-Co Place, an Addtion to the City of Fayetteville, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas, thence S 88°38'32" E 668.08 feet; thence North 158.80 feet to the Point of Beginning ; thence N 03°07'23"E 28.36; thence S 48°07'23"W 18.90 feet; thence N 86°52'37"W 61.19 feet; thence S 03°07'23"W 15.00 feet; thence S 86°52'37"E 74.55 feet to the Point of Beginning, containing 1207.56 square feet, more or less.

Signed and executed this 12th day of April, 2007.

By: F. Jean Davis
F. Jean Davis
Director-Engineering/Construction

CORPORATE ACKNOWLEDGMENT

STATE OF ARKANSAS
COUNTY OF PULASKI

On this the 12 day of April, 2007, before me, the undersigned authority, duly commissioned and qualified in and for the state and county set forth above, personally came and appeared F. Jean Davis, who, after being duly sworn, declared that he is the Director-Engineering/Construction for Southwestern Bell Telephone LP, a Texas limited partnership, d.b.a. AT&T Arkansas, and that he executed the foregoing instrument as the act and deed of said company of his own free will and for the purposes and considerations therein expressed and with due authority.

In witness whereof I hereunto set my hand and official seal.

LYNDA E. SOMMERFELDT PALMER NOTARY PUBLIC FAULKNER COUNTY EXP. 8-10-11

This instrument prepared by AT&T
1111 W. Capitol, Room 941
Little Rock, AR 72201 (501-373-5255)

Lynda E. Sommerfeldt Palmer
Lynda E. Sommerfeldt Palmer
Notary Public in & for Faulkner Co., AR
My commission expires August 10, 2011

UTILITY APPROVAL FORM FOR RIGHT-OF-WAY, ALLEY AND UTILITY EASEMENT VACATIONS

DATE: 04/12/2007

UTILITY COMPANY: Southwestern Bell Telephone d.b.a. AT&T Arkansas

REQUESTED VACATION:

UTILITY EASEMENT

I have been notified of the petition to vacate the following right-of-way.

Described as follows:

Part of Tract 5 of Harb-Co Place, an Addtion to the City of Fayetteville, as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas, and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas, thence S 88°38'32" E 668.08 feet; thence North 158.80 feet to the Point of Beginning ; thence N 03°07'23"E 28.36; thence S 48°07'23"W 18.90 feet; thence N 86°52'37"W 61.19 feet; thence S 03°07'23"W 15.00 feet; thence S 86°52'37"E 74.55 feet to the Point of Beginning, containing 1207.56 square feet, more or less.

UTILITY COMPANY COMMENTS:

No objections to the vacation described above.

Signature of this form does not constitute a release of easement. The attached Concurrence must be recorded at the Washington County courthouse in order for this release to be complete and legal.

Signature of AT&T Company Representative:

Lynda E. Sommerfeldt Palmer

Lynda E. Sommerfeldt Palmer, Mgr.-Engr. (ROW)

UTILITY APPROVAL FORM

FOR RIGHT-OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: City of Fayetteville Water and Sewer Division

REQUESTED VACATION (*applicant must check all that apply*):

- X Utility Easement
- ☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.
- ☐ Alley
- ☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
4253 North Crossover Road
West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

- ☐ No objections to the vacation(s) described above.
- ☒ No objections to the vacation(s) described above, provided following described easements are retained. (State the location, dimensions, and purpose below.)

The Water line must be rerouted before easement is Vacated

Signature of Utility Company Representative

Water + Sewer Ops Mgr
Title

4-16-07
Date

UTILITY APPROVAL FORM

FOR RIGHT -OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: City of Fayetteville Transportation Division

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
4253 North Crossover Road
West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Signature of Utility Company Representative 4/3/07

Transportation Supt
Title

Transportation Division
Date

City of Fayetteville
575 8227

UTILITY APPROVAL FORM

FOR RIGHT -OF-WAY, ALLEY, AND UTILITY EASEMENT VACATIONS

DATE: March 31, 2007

UTILITY COMPANY: City of Fayetteville Solid Waste Division

REQUESTED VACATION (*applicant must check all that apply*):

X Utility Easement

☐ Right-of-way for alley or streets and all utility easements located within the vacated right-of-way.

☐ Alley

☐ Street right-of-way

I have been notified of the petition to vacate the following (alley, easement, right-of-way), described as follows:

General location / Address:
4253 North Crossover Road
West side of Highway 265 south of the intersection with Zion Road

Legal Description (vacation):
Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

SEE EXHIBIT "A" (ATTACHED)

UTILITY COMPANY COMMENTS:

☒ No objections to the vacation(s) described above.

☐ No objections to the vacation(s) described above, provided following described easements are retained.
(State the location, dimensions, and purpose below.)

Brian Pf
Signature of Utility Company Representative

Waste Reduction Coordinator
Title

4-3-07
Date

Legal Description (entire tract):

Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas; Containing 9.94 acres. Less and Except the following property dedicated to the Arkansas Highway and Transportation Department: Part of Tract 5 of Harb-Co Place, beginning at the northeast corner of said tract 5, thence S25°07'10"W 136.26 feet, thence S27°42'29"W 272.99 feet, thence S32°47'58"W 112.08 feet, thence S27°42'02"W 152.10 feet, thence N87°54'37"W 5.98 feet, thence N27°45'26"E 593.38 feet, thence N23°40'38"E 75.60 feet, thence S87°44'33"E 15.48 feet to the POINT OF BEGINNING.

Legal Description (to be vacated):

Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 668.08 feet, thence North 158.80 feet to the POINT OF BEGINNING; thence N03°07'23"E 28.36 feet, thence S48°07'23"W 18.90 feet thence N86°52'37"W 61.19 feet, thence S03°07'23"W 15.00 feet, thence S86°52'37"E 74.55 feet to the P.O.B.; containing 1207.56 square feet more or less.

Legal Description (to be dedicated):

Part of Tract 5 of Harb-Co Place an Addition to the City of Fayetteville as per plat on file in the Office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Commencing at the southwest corner of the northwest quarter of the southwest quarter of Section 19, Township 17 North, Range 29 West of the Fifth Principal Meridian, in Washington County, Arkansas; thence S88°38'32"E 673.45 feet, thence North 138.68 feet to the POINT OF BEGINNING; thence N61°34'22"E 28.67 feet, thence N86°52'37"W 130.17 feet, thence South 15.02 feet, thence S86°52'37"E 104.92 feet to the P.O.B.; containing 1763.21 square feet more or less.

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 04/16/07

Address / location of [redacted] 4253 North Crossover Road

Adjacent property address: P.O. Box 13000 Fayetteville

Lot: Block: Subdivision:

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☑ I have been notified of the requested vacation and decline to comment.

☐ I *do not object* to the vacation described above.

☐ I *do object* to the requested vacation because:

JAMES E. LINDSEY PRESIDENT OF GP
Name of Property Owner *(printed)*

Signature of Property Owner

RECEIVED
APR 18 2007
CITY OF FAYETTEVILLE
PLANNING DIVISION

ADJACENT PROPERTY OWNER NOTIFICATION FORM

FOR RIGHT-OF-WAY, ALLEY, AND EASEMENT VACATION REQUESTS

Date: 04/16/07

Address / location of vacation: Vista Health, 4253 North Crossover Road

Adjacent property address: 2901 East Zion Road, Fayetteville

Lot: Block: Subdivision:

REQUESTED VACATION:

I have been notified of the petition to vacate the following (*alley, easement, right-of-way*), described as follows:

(Include legal description and graphic representation of what is being vacated)

ADJACENT PROPERTY OWNERS COMMENTS:

☐ I have been notified of the requested vacation and decline to comment.

☑ I *do not object* to the vacation described above.

☐ I *do object* to the requested vacation because:

Kirk Glass for WTRS LLC
Name of Property Owner *(printed)*

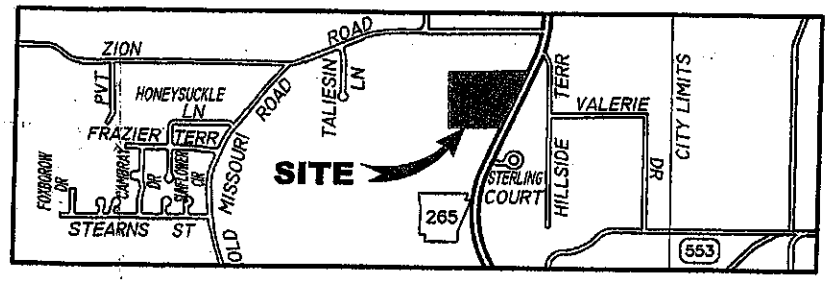
Signature of Property Owner

C. 2
VAC 07-2570 (Vista Health)
Page 24 of 26

GRAPHIC SCALE

0 20 40 80 160

(IN FEET)
1 inch = 40 ft.



S 86°52'37" E 20.0'
N 03°07'23" E 52.57'
S 86°52'37" E 25.57'
S 03°07'23" W 47.75'
N 48°07'23" E 26.90'
EASEMENT TO BE VACATED
S48°07'23"W 18.90'
S86°52'37"E 37.82'
S 41°52'37" E 32.54'
S03°07'23"W 15.00'
N86°52'37"W 61.19'
S86°52'37"E 74.55'
N03°07'23"E 28.36'
S00°00'00"E 15.02'
P.O.B (VACATION)
S80°16'19"E 196.53'
30' U.E.
N 27°45'
S32°47'58"W 112
EX. 20' U.E.
S86°52'37"E 104.92'
N61°34'22"E 28.67'
EX. 20' U.E.
S80°16'19"E 225.55'
EAST 30.18'
EASEMENT TO BE DEDICATED BY SEPARATE DOCUMENT
20' U.E.
P.O.B (DEDICATION)
NORTH 145.96'
NORTH 130.56'
NORTH 158.80'
NORTH 158.68'
VISTA HEALTH PROP.
ZONING: R-O
NORTH 122.03'
25' OZARKS ELECTRIC ESMT.
25' OZARKS ELECTRIC ESMT.
S27°42'02"W 152.10'
HIGHWAY 265
55.00'
(PLAT) S88°38'22"W 561.16'
(MEAS.) N87°54'37"W 561.18'
5.98'

Land Projects 2007\07-019\dwg\Vista Health Esmt Plat Jorgensen.dwg, ESMT VACATION, 4/2/2007 6:58:01 AM, Tom

CERTIFICATE OF AUTHORIZATION
H2 ENGINEERING INCORPORATED
No. 1105
ARKANSAS ENGINEER

Checked by: TAH
Drawn by: PMM
Horizontal Scale: 1"=40'
Vertical Scale: N/A
Date: 31MAR07
Revisions:

City Project Number:
Plat Page:

VISTA HEALTH EASEMENT VACATION EXHIBIT "A"

PAGE	of	PAGES
1		1

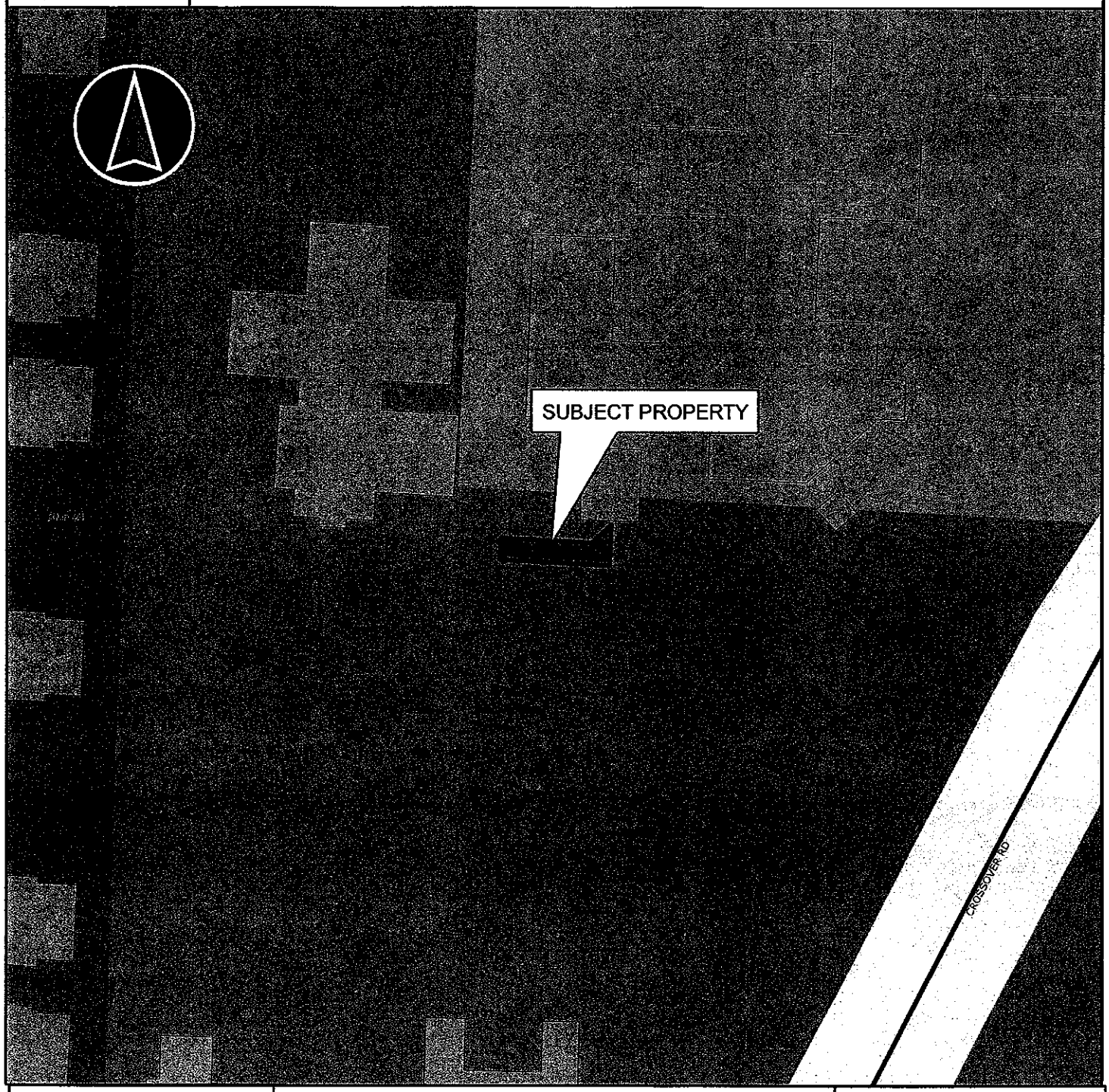
H2 PROJECT NUMBER: 07-019

H2 ENGINEERING, INC.
2755 MILLENNIUM DRIVE
Suite 1
FAYETTEVILLE, ARKANSAS 72703
PHONE: (479) 582-4234
FAX: (479) 582-9254

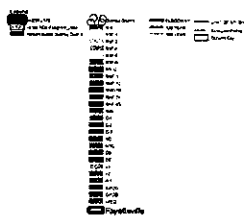
VAC07-2570

Close Up View

VISTA HEALTH



Overview

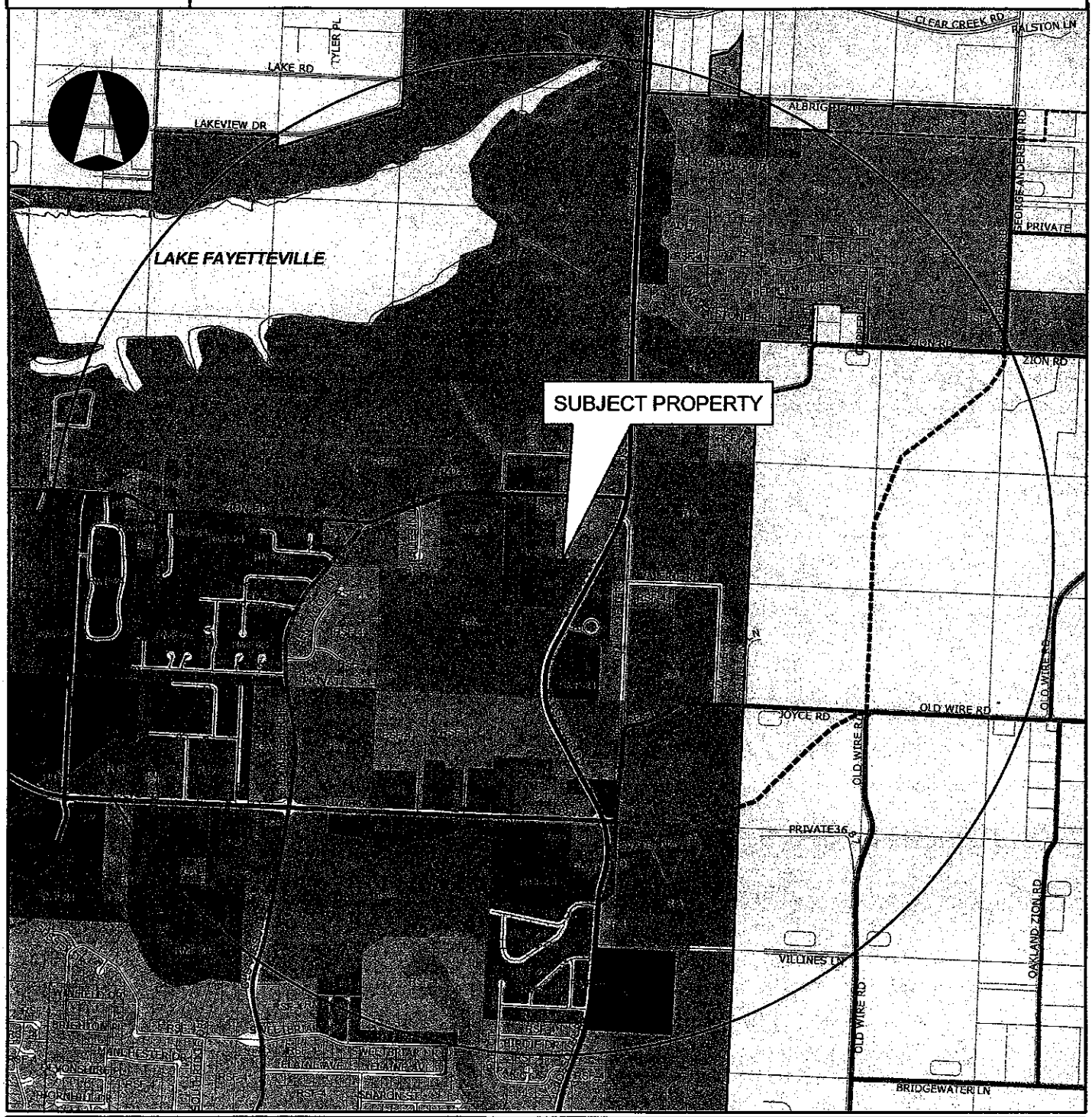


0 37.5 75 150 225 300 Feet

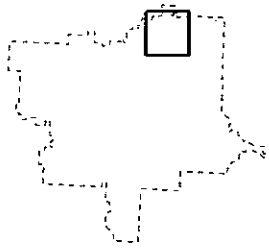
VAC07-2570

One Mile View

VISTA HEALTH



Overview



Legend

Subject Property

VAC07-2570

Boundary

Planning Area

Overlay District

Outside City

Legend

Hillside-Hilltop Overlay District

0 0.25 0.5 1 Miles

ALDERMAN AGENDA REQUEST FORM

FOR: COUNCIL MEETING OF ~~MAY 15~~ June 5, 2007

FROM: ALDERMAN BRENDA THIEL
ALDERMAN NANCY ALLEN

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:
AN ORDINANCE TO REPEAL §33.111 OF THE FAYETTEVILLE CODE, TO ENACT A REPLACEMENT §33.111 **REMOVAL OF PLANNING COMMISSIONERS**, AND TO ENACT A NEW SUBSECTION (C) IN §33.018 **PARKS AND RECREATION ADVISORY BOARD**

APPROVED FOR AGENDA:

Brenda Thiel — 5/10/07
Brenda Thiel — Date
Alderman

Nancy Allen — 5-15-07
Nancy Allen — Date
Alderman

5-4-07
Kit Williams — Date
City Attorney (as to form)

EXHIBIT 'A'

ORDINANCE NO. _____

AN ORDINANCE TO REPEAL §33.111 OF THE FAYETTEVILLE CODE, TO ENACT A REPLACEMENT §33.111 **REMOVAL OF PLANNING COMMISSIONERS**, AND TO ENACT A NEW SUBSECTION (C) IN §33.018 **PARKS AND RECREATION ADVISORY BOARD**

WHEREAS, the previous requirement of courteous behavior and familiarity with staff reports should be reenacted into the Fayetteville Code; and

WHEREAS, the provision requiring 70% attendance of regular Park and Recreation Advisory Board meetings should be moved to §33.018 **Parks and Recreation Advisory Board** rather than remain located within the code sections dealing with the Planning Commission.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals §33.111 **Attendance Requirement for Members of the Parks and Recreation Advisory Board and Planning Commission** in its entirety and enacts a replacement §33.111 **Removal of Planning Commissioners** as attached as Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby enacts subsection 33.018 (C) *Attendance requirements for members of the Parks and Recreation Advisory Board* as shown below:

"(C) *Attendance requirements for members of the Parks and Recreation Advisory Board.*

"1. Any members of the Parks and Recreation Advisory Board who fails to attend at least 70% of all meetings (regularly scheduled and specially called) within the member's yearly periods of service shall immediately tender his or her letter of resignation and that position shall be deemed vacant.

EXHIBIT 'A'

"2. Any board member who has been required to tender a letter of resignation may present extenuating circumstances within the letter of resignation and request that the resignation not be accepted by the City Council. If the letter of resignation is not accepted by the City Council, the position shall not be deemed vacant and the member shall be reinstated to complete the normal term of appointment."

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

EXHIBIT "A"

§33.111 Removal of Planning Commissioners.

By a vote of two-thirds of the City Council, any Planning Commissioner may be removed from the office for cause. Cause shall include, but not be limited to, the following:

(A) Chronic discourteous behavior to other commissioners, staff, or members of the public.

(B) Ongoing lack of familiarity with staff-prepared material.

(C) Any member of the Planning Commission who fails to attend at least 70% of all meetings (regularly scheduled and specially called) within the member's yearly periods of service shall immediately tender his or her letter of resignation and that position shall be deemed vacant.

(D) Any commission member who has been required to tender a letter of resignation may present extenuating circumstances within the letter of resignation and request that the resignation not be accepted by the City Council. If the letter of resignation is not accepted by the City Council, the position shall not be deemed vacant and the member shall be reinstated to complete the normal term of appointment.

(E) Planning Commissioners must attend at least 60% of Agenda setting sessions and tours unless that commissioner is currently on the Subdivision Committee. If job requirements do not permit a member to attend agenda meetings or tours prior to 5:00 P.M., the meetings and tours will be scheduled for after normal working hours or such member shall be excused from the requirements of attending the agenda meetings and tours.

(F) Planning Commissioners shall serve on the Subdivision Committee for one-third of their service on the Planning Commission when requested by the Chairman of the Planning Commission.

(G) During the second quarter of each year, Planning Staff shall designate and all Planning Commissioners shall attend one evening training and review session to ensure the legal and proper functioning of the Planning Commission.

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

4/5/07
~~5/15/2007~~

City Council Meeting Date

Tim Conklin TC	Planning and Development Mgt.	Operations
Submitted By	Division	Department

Action Required:

Approval of a contract amendment with Habitat for Humanity to grant a 270 day extension to purchase approximately 8 acres of land located south of Seven Hills Transitional Housing on Huntsville Road.

	$ -	
Cost of this request	Category / Project Budget	Program Category / Project Name
	$ -	
Account Number	Funds Used to Date	Program / Project Category Name
	$ -	
Project Number	Remaining Balance	Fund Name

Budgeted Item ☐ Budget Adjustment Attached ☐

Department Director — Date: 4-27-07

City Attorney — Date: 5/2/07

Finance and Internal Service Director — Paul A. Becker — Date: 5-2-07

Mayor — Date: 5/4/07

Previous Ordinance or Resolution # _____

Original Contract Date: _____

Original Contract Number: _____

Received in City Clerk's Office ENTERED 4/27/07

Received in Mayor's Office ENTERED 5/2/07

Comments:

City Council Meeting of May 15, 2007
Agenda Item Number

CITY COUNCIL AGENDA MEMO

TO: Mayor Dan Coody
Fayetteville City Council
FROM: Tim Conklin, Planning and Development Management Director T.C.
DATE: April 26, 2007

SUBJECT: Approval of a contract amendment with Habitat for Humanity to grant a 270 day extension to purchase approximately 8 acres of land located south of Seven Hills Transitional Housing on Huntsville Road.

RECOMMENDATION

Staff recommends approval of a contract amendment with Habitat for Humanity to grant a 270 day extension to purchase approximately 8 acres of land located south of Seven Hills Transitional Housing on Huntsville Road.

BACKGROUND

Habitat for Humanity has requested a 270 day extension to their contract for purchase of approximately 8 acres of property. The contract requires Habitat for Humanity to close on the property by May 7, 2007. Under the existing contract, the Mayor can extend the closing date by an additional 60 days. The additional 270 day extension will require Habitat to close on the property by February 1, 2008 based on the current May 7, 2007 closing date.

At this time, Habitat for Humanity and UACDC would also like to update the Mayor and City Council with regard to future access and the density being planned for this site. The preliminary discussions include bringing forward a proposal with a project density of 6 to 7 units per acre with temporary emergency vehicular access to the east through the American Legion Ballpark. UACDC has also provided a detailed description of the grant and project which is attached for your information.

City Council Meeting of May 15, 2007
Agenda Item Number

BACKGROUND -- $460,000 GRANT BY THE ARKANSAS NATURAL RESOURCES COMMISSION UNDER ITS FY 2007 SECTION 319(H)NONPOINT SOURCE MANAGEMENT PROGRAM.

By: Stephen Luoni, Director
Steven L. Anderson Chair in Architecture and Urban Studies

UACDC in collaboration with Marty Matlock of the Ecological Engineering Group and the Department of Biological and Agricultural Engineering has received final approval from the U.S. EPA for a $460,000 grant by the Arkansas Natural Resources Commission under its FY 2007 Section 319(h)Nonpoint Source Management Program.

The grant will fund planning and design of a demonstration neighborhood for Habitat for Humanity in Fayetteville, using Low Impact Development (LID) technologies. LID technologies to be explored include: 1) shared streets (based on the Dutch woonerf where the street is designed as a garden), 2)integrated stormwater management system using ecological engineering approaches--rain gardens, green streets, bioswales, infiltration trenches, 3) pervious street surface systems, and 4) new configurations of high density single-family house types. The challenge of the project is to integrate ecological planning practices into urban planning templates, land-use policy, and civil infrastructure design. Should LID principles from the demonstration project eventually be adopted by Fayetteville in its codes, it will place the city along with Seattle and Portland as the nation's leading cities in sponsoring LID infrastructure as an alternative to costly civil infrastructure for stormwater management.

The grant also obliges the project team to produce an LID manual for use by planners, developers, and designers across the State of Arkansas. Neighborhood planning will begin this spring with anticipated construction start date of 2008. In addition to UACDC and the Ecological Engineering Group project team partners include McClelland Consulting Engineers for landscape architecture and civil engineering, Habitat for Humanity of Washington County, and the City of Fayetteville. While the 319(h) grant **does not fund research or capital costs**, it does allow the University to expand its outreach services to the State of Arkansas.

RESOLUTION NO. _____

A RESOLUTION APPROVING CONTRACT AMENDMENT #1 TO THE REAL ESTATE SALES CONTRACT WITH HABITAT FOR HUMANITY OF WASHINGTON COUNTY, INC.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Real Estate Sales Contract with Habitat for Humanity of Washington County, Inc. A copy of Amendment #1, marked Exhibit "A" is attached hereto and made a part hereof.

PASSED and **APPROVED** this 15th day of May, 2007.

APPROVED: ATTEST:

By: _____ By: _____

LIONEL D. JORDAN, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

EXHIBIT "A"

AMENDMENT #1 TO THE REAL ESTATE SALES CONTRACT WITH HABITAT FOR HUMANITY OF WASHINGTON COUNTY, INC.

BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas and Habitat For Humanity of Washington County, Inc., on this _____ day of May, 2007, hereby agree that the Real Estate Sales Contract of November 15, 2006, shall be amended by striking Paragraph 7 and inserting the following in its stead:

7. The closing date shall be within two hundred seventy (270) days after approval of this Amendment by the City Council. If such date of closing falls on a weekend or a holiday, closing shall be held on the next regular business day.

The parties agree and understand that this Amendment is supplemental to the original Real Estate Sales Contract, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

Habitat For Humanity of Washington County, Inc.

Patsy S Brewer

PATSY BREWER, Executive Director

WITNESS:

Kristina D Jones

City of Fayetteville, Arkansas

Dan Coody

DAN COODY, Mayor

ATTEST:

_____

Sondra E. Smith, City Clerk/Treasurer

Habitat for Humanity®
of Washington County

Building houses, building hope

EXECUTIVE DIRECTOR
Patsy S Brewer

BOARD OF TRUSTEES
Tommy Lewis, President
J.R. Ball
Jim Culberson
Brent Farmer
Mike Johnson
Jan Judy
Doug Kuntz
Scott McNair
John Nock
Barnes Parsons
Ellen Roberts
Susan Slinkard
Jess Smith
Joel Tittel
Mike Wallner

ADVISORY BOARD
Don Baier
Hugh Brewer
Ted Brewer
Myron Brody
George Butler
Jim Foster
Rebecca Garner
Tamara Gilmour
Darin Gray
Mary Ann Greenwood
Joan Johnson
Bev Lewis
John Lewis
Joanna Newman
Kim O'Dell
Johnny Quinn
Bill Ramsey
Neil Shipley
Larry Simpson
Barbara Taylor
Jim Taylor
Fred Vorsanger
Perry Webb
John White

April 17, 2007

To: Tim Conklin
From: Patsy Brewer
Executive Director
841-9553

Re: Amendment to Contract between Habitat for Humanity of Washington County and the City of Fayetteville.

Habitat for Humanity of Washington County is proposing a change in the closing date to allow for planning and design studies by the UACDC to determine suitability of site for affordable housing. We are requesting a 270 day extension of the closing date.

A preliminary plan showing street layout with stub streets to the west and south and an emergency vehicle access road to tie into the private Craft Lane of the American Legion property will be submitted for council approval at the May 15th session. Also our project will be presented as a PZD with a density of 6-7 units per acre.

419 W Rock #2
PO Box 1863
Fayetteville, AR 72702-1863
(479) 575.9696
(479) 575.0065
www.habitatwashcoar.org

Bringing families and communities in need together with volunteers and resources to build, decent, affordable housing

The purpose of this submittal is to establish site development feasibility and to secure preliminary approval for stub-out access to future developments

Habitat for Humanity® Washington County

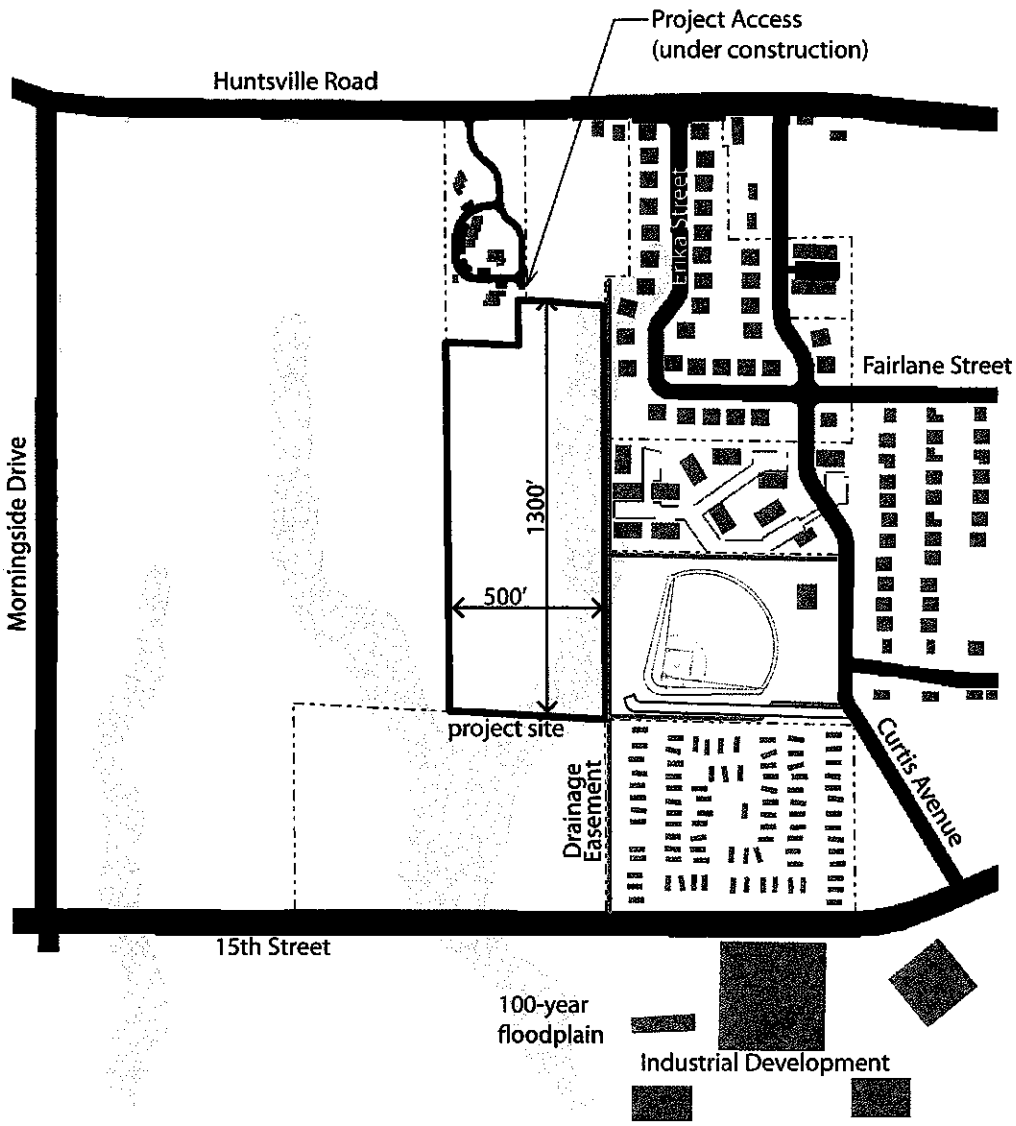
UACDC UNIVERSITY OF ARKANSAS COMMUNITY DESIGN CENTER

Huntsville Road Habitat for Humanity Neighborhood Development

Fayetteville, Arkansas

Site Feasibility Proposal
April 25th, 2007

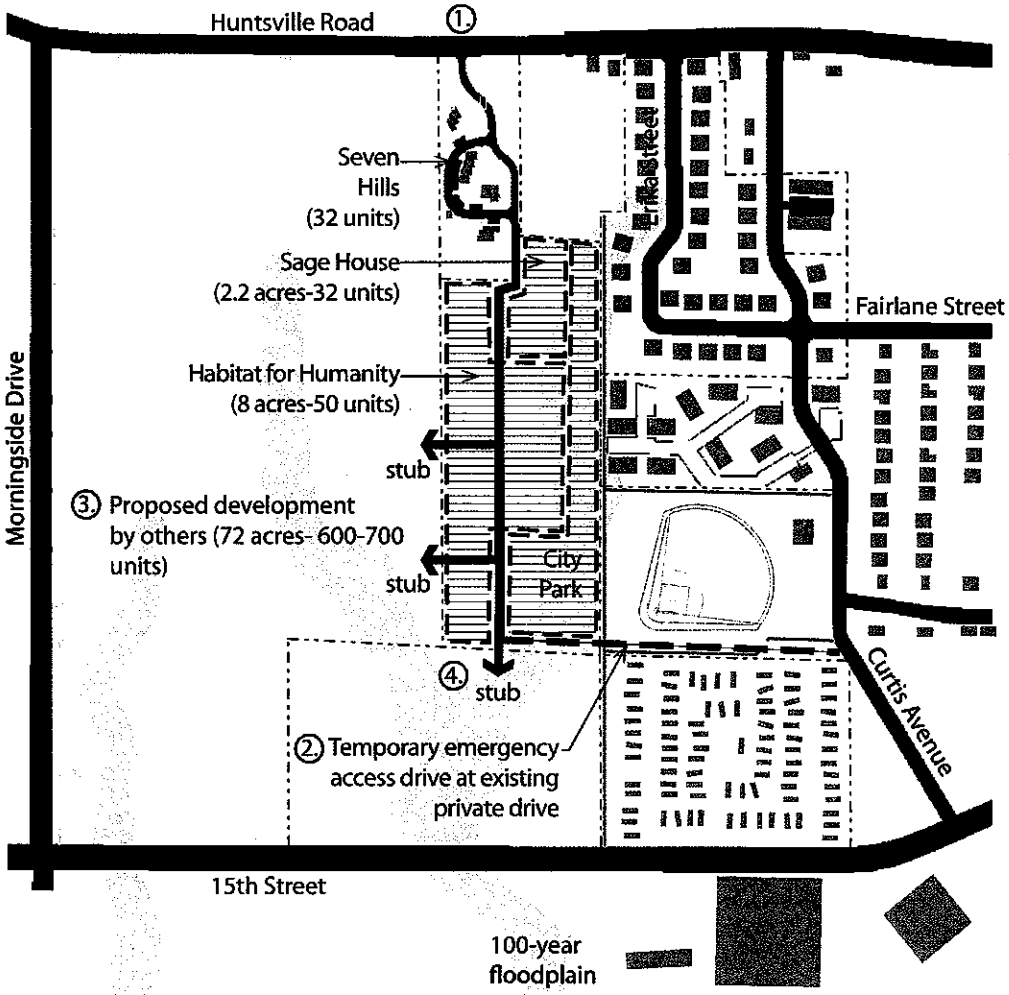
Existing Site.....2
Access Proposal.....3
Additional Project Information.....4



Project Site:
Approximately 14 acres.

New Program Requirements:
- 8.8 acres for Habitat for Humanity development of 50 single and multifamily units.
- 2.2 acres for Sage House Women's Shelter Development.
- Remaining acreage for City Park.

Site Access:
Currently only one access point exists to service all the site programs. Additional access should be added in order to provide connectivity and to make the project comply with cul-de-sac ordinances. Proposed are "stubbed" access points to the west and south to provide future vehicular access.



We are asking for:
Approval to proceed with design based on stubbed access for the full infrastucture and 30 out of 50 homes. (An amount lower than 30 would not meet the threshold for a demonstration project)

① The access through Seven Hills to the Habitat site is a one-way in and out scenario with 114 projected units. 30 is the maximum allowable by International Fire Code. Additional access must be provided, but the Habitat site is landlocked.

② David Williams, the Fayetteville Fire Marshal has agreed that the private drive could be used as a temporary emergency access drive until additional permanent connectivity could be secured. The American Legion, the owner of the private drive has also agreed it may be used as temporary emergency access.

③ UACDC and Habitat have contacted the developer of the western property (The Harbor Group) who is eager to provide connectivity and is willing to coordinate the locations of advantageous connections. They currently do not own the property.

④ The property owners to the south have not yet been identified or contacted.

Clarence Craft Private Drive looking west

Looking west at property line

Project intent:

Habitat for Humanity Washington County will build approximately 50 homes on the eight-acre greenfield site south of Huntville Road near downtown Fayetteville. The goal of the project is to provide an affordable neighborhood template and prototype houses for Habitat for Humanity and a demonstration low impact development (LID) that conveys best neighborhood planning practices to audiences statewide. LID is an alternative planning strategy that maintains the pre-development hydrologic regime of a site through the use of ecological-based planning technologies to create a functionally equivalent hydrologic site design.

Federal and State Funding:

Through the Arkansas Natural Resources Council (ANRC) and the Environmental Protection Agency (EPA) the project has received a $464,000 grant for design, planning, and implementation of the project as a pilot level regional LID demonstration. The purpose of this submittal is to secure preliminary approval for stub-out access to future developments, since the project site is landlocked and no additional access is currently available. If future access through stub-outs is not available the site becomes undevelopable and the grant will not be applicable to this project.

Collaborators:

The City of Fayetteville has partnered with UACDC and Habitat for Humanity to provide a much-needed model for affordable, ecologically-friendly neighborhood development for Fayetteville. UACDC will collaborate with the UA Ecological Engineering Group and McClelland Engineers for hydrological and civil engineering.

Phasing:

The infrastructure for the project will be completed in the first two years, and the final home buildout for the project is expected to take an additional eight to twelve years at Habitat's current rate of three to five homes a year.

Due Diligence:

Habitat for Humanity and UACDC have met with the Mayor, the Fayetteville Fire Marshal and Fire Chief, the Fayetteville Planning Department, the Engineering Department, the Parks Department, the American Legion, and the Harbor Group (developer to the west) to ensure the intention of the project is approved and well-received. All parties are committed to the intentions outlined in this document and the ANRC/ EPA grant.

Additional Project Information

REAL ESTATE SALES CONTRACT

1. The **City of Fayetteville, Arkansas** offers to sell and Habitat For Humanity Of Washington County, Inc. (hereinafter Habitat For Humanity) offers to buy, subject to terms and conditions set forth in this contract, approximately eight (8) acres more particularly described in Exhibit "1" attached hereto and made a part hereof.

SEE ATTACHED EXHIBIT "1"
FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, Habitat For Humanity shall pay for the property One Hundred Fifty-Two Thousand Dollars ($152,000.00). One Hundred Thousand Dollars ($100,000.00) shall be due at closing. The remaining Fifty-Two Thousand Dollars ($52,000.00) shall be subject to credits authorized by the City Engineer and the Planning and Development Management Director and shall be due prior to the issuance of the first building permit for any lot developed upon this property.

3. Conveyance will be made Habitat For Humanity by General Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property.

4. No title insurance shall be required of the City of Fayetteville for this sale and conveyance. Habitat For Humanity may request and pay for title insurance at its option.

5. The City of Fayetteville agrees to allow Habitat For Humanity, at Habitat For Humanity's expense, to survey the property.

6. Taxes and special assessments due on or before closing shall be paid by the City of Fayetteville. General taxes, ad valorem taxes and special assessments shall be prorated as of closing.

7. The closing date shall be within one hundred eighty (180) days after approval of this Real Estate Contract by the City Council, which can be extended by agreement of the Mayor for an additional sixty (60) days. If such date of closing falls on a weekend or holiday, it will be held the following working day.

8. Possession of the property shall be delivered to Habitat For Humanity on the date of closing.

9. The City of Fayetteville hereby grants permission for Habitat For Humanity or its designees to enter the above described property and improvements for the purpose of inspection and/or surveying.

10. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the City of Fayetteville.

11. The City of Fayetteville shall disclose to Habitat For Humanity any and all environmental hazards of which the City of Fayetteville has actual knowledge.

12. Habitat For Humanity Of Washington County, Inc. agrees to develop this parcel into at least twenty (20) lots to be used for its affordable housing projects in conjunction with the University of Arkansas Community Design Center. Habitat For Humanity further agrees to assist the U of A in applying for and complying with grants to make this project more affordable for the future homeowners. Habitat For Humanity shall employ advanced ecological storm water management development techniques and require its homeowners to properly maintain all such facilities pursuant to non-amendable restrictive covenants.

13, Habitat For Humanity Of Washington County, Inc. agrees to develop this eight acre parcel as a Planned Zoning District so that the Planning Commission and City Council can review and approve the design of the subdivision and the proposed innovative designs of the houses.

14. The City of Fayetteville and Habitat For Humanity agree that the benefits to the City of Fayetteville of the advanced stormwater management techniques employed on this site (both for control of stormwater and drainage and as demonstration projects for the benefit and education of other developers) should form a portion of the compensation for this purchase and designate the City Engineer and the Planning and Development Management Director to ascertain and determine the fair market value of these services which shall reduce the amount owed on the purchase price of this eight acre parcel.

15. This agreement shall be governed by the laws of the State of Arkansas.

16. This agreement, when executed by both Habitat For Humanity and the City of Fayetteville shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

CITY OF FAYETTEVILLE
A Municipal Corporation

By: Dan Coody
DAN COODY
Mayor

Date: 11/15/06

Attest:

Sondra Smith
Sondra Smith, City Clerk

Date: 11/15/06

HABITAT FOR HUMANITY OF WASHINGTON COUNTY, INC.

By: Patsy S Brewer
PATSY BREWER
Executive Director

Date: 10-25-06

Agent or Witness:

Sondra Smith

Date: 10-25-06

ACKNOWLEDGMENT

STATE OF ARKANSAS
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 **Patsy Brewer** to me well known as the person who executed the foregoing document, and who stated and acknowledged that she is the Executive Director of Habitat For Humanity Of Washington County, Inc. and is duly authorized in her respective capacity to execute the foregoing instrument for and in the name and behalf of the corporation, and further stated and acknowledged that she 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 25th day of October, 2006.

Lisa Dawn Branson
Notary Public

LISA DAWN BRANSON
COMMISSION #12346872
NOTARY PUBLIC
Expires 2-1-2016
WASHINGTON COUNTY ARKANSAS

My Commission Expires:
2-1-2016

ACKNOWLEDGMENT

STATE OF ARKANSAS
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 **Dan Coody** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this 15th day of October, 2006.

Amber Wood
Notary Public

AMBER WOOD
COMMISSION #12348254
NOTARY PUBLIC
Expires January 15, 2014
CRAWFORD COUNTY ARKANSAS

My Commission Expires:
1-15-14

City of Fayetteville
Staff Review Form
City Council Agenda Items
or
Contracts

5-Jun-07
City Council Meeting Date

David Jurgens	Wastewater System Imprv Project	Water/Wastewater
Submitted By	Division	Department

Action Required:

Approval of a contract with BlueInGreen, LLC., for the installation of a supersaturated dissolved oxygen injector for the Noland Wastewater Treatment Plant, WSIP subproject EP-4, in the amount of $66,460.00 with a contingency of $5,000 and approval of a bid waiver.

$71,460.00	$ 99,013,095	Wastewater System Imp Project
Cost of this request	Category / Project Budget	Program Category / Project Name
4480.9480.5315.00	$ 68,957,406	Water and Wastewater
Account Number	Funds Used to Date	Program / Project Category Name
02133-0334	$ 30,055,689	Water/Sewer
Project Number	Remaining Balance	Fund Name

Budgeted Item [XX] Budget Adjustment Attached [ ]

Department Director	10 MAY 07 Date	Previous Ordinance or Resolution #
City Attorney	5/18/07 Date	Original Contract Date:
Finance and Internal Service Director	5-18-07 Date	Original Contract Number:
Mayor	5/18/07 Date	

Received in City Clerk's Office
ENTERED 5/18/07

Received in Mayor's Office
ENTERED 5/18/07

Comments:

CITY COUNCIL AGENDA MEMO

To: Fayetteville City Council

Thru: Mayor Dan Coody

From: David Jurgens, Water and Wastewater Director
Fayetteville Sewer Committee

Date: May 10, 2007

Subject: Approval of a contract with BlueInGreen, LLC., for the installation of a supersaturated dissolved oxygen injector for the Noland Wastewater Treatment Plant, WSIP subproject EP-4, in the amount of $66,460.00 with a contingency of $5,000 and approval of a bid waiver

RECOMMENDATION

Approval of a construction contract with BlueInGreen, LLC., for the installation of a supersaturated dissolved oxygen injector for the Noland Wastewater Treatment Plant, WSIP subproject EP-4, in the amount of $66,460.00 with a $5,000 contingency, and approval of a bid waiver.

BACKGROUND

The equipment is puts oxygen in treated wastewater effluent to meet the dissolved oxygen concentration required by our NPDES permit. It was tested on site from February – March 2007 at the Noland WWTP with excellent results. This is the only manufacturer that makes equipment of this nature. It is unique and the patent is pending, therefore a competitive bid is not possible. Alternative methods all cost more.

DISCUSSION

This equipment uses liquid oxygen (LOX) rather than normal air, and is much more efficient than existing equipment. The expected savings in LOX and electricity will pay for the investment in roughly five years, while simultaneously contributing to the City's ongoing efforts to conserve natural resources and function in an environmentally friendly manner.

While not specifically identified in the 2001 Wastewater Master Plan, this WWTP improvement matches exactly the spirit and intent of all aspects the WSIP efforts at the Noland facility. This work would have been included in the 2001 scope of work had this technology been available at that time. Thus, staff recommends that this project be incorporated into the WSIP as EP-4.

Cost Comparison

	Current	**SDOX-300**	**$ Annual Savings**
Oxygen Consumption, cu ft/yr	1,754,892	133,643	
Cost per 1000 cu ft	$8.62	$8.62	
Oxygen Cost per Year	**$15,127.17**	**$1,152.00**	**$13,975.17**
Electrical Consumption, KWH	6,600	3,000	
Cost per KWH	$0.06	$0.06	
Electrical Cost per Year	**$396.00**	**$180.00**	**$216.00**
Total Annual Savings			**$14,191.17**

BlueinGreen has offered the City a discounted rate in order to get this system in use in this region. Although it is a first time application, all components are available on the open market, making repair relatively simple and eliminating the concerns normally associated with new technologies.

BUDGET IMPACT

Funds are available in the WSIP project budget.

ORDINANCE NO._____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A CONTRACT WITH BLUEINGREEN, LLC FOR THE INSTALLATION OF A SUPERSATURATED DISSOLVED OXYGEN INJECTOR FOR THE NOLAND WASTEWATER TREATMENT PLANT IN THE AMOUNT OF $66,460.00; AND APPROVING A CONTINGENCY OF $5,000.00.

WHEREAS, due to the unique and proprietary nature of the Supersaturated Dissolved Oxygen Injector equipment involved, such equipment is not available from any other manufacturer.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby finds that such circumstances constitute an exceptional situation where competitive bidding is not feasible or practical, waives the requirements of formal competitive bidding for the installation of the Supersaturated Dissolved Oxygen Injector, and approves a contract with BlueInGreen, LLC for the installation of the Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby approves a contingency of $5,000.00.

PASSED and APPROVED this 5th day of June, 2007.

APPROVED: ATTEST:

By: _____ By: _____

DAN COODY, Mayor **SONDRA E. SMITH**, City Clerk/Treasurer

DRAFT

BlueInGreen™

BlueInGreen, LLC
535 W. Research Blvd., Suite 135
Fayetteville, AR 72701
Ph. (479) 527-6378 Fax (479) 571-8814

Supersaturated Dissolved Oxygen Injector (SDOX)

For

CH2M Hill OMI

City of Fayetteville Paul R. Nolan Wastewater Treatment Facility

BLUEINGREEN REFERENCE NUMBER: 2007-0154R0
DATE: 04-APR-2007
PROPOSAL VALID FOR 60 DAYS

BlueInGreen Customer Service Contacts

Adam Jokerst, Applications Engineer
479-466-8166 direct

Clay Thompson, Senior Engineer
479-527-6378 direct

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I. Definition of Application 3

II. Design Basis 4

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IV. Equipment Specifications 6

V. Commercial 9

VI. Support and Service 10

VII. Owner Requirements & Responsibilities 11

Attachments

A. Terms and Conditions
B. SDOX Diagram

I. DEFINITION OF APPLICATION

The equipment described in this proposal is designed to oxygenate the treated wastewater effluent from the Fayetteville Wastewater Treatment Facility to a dissolved oxygen (DO) concentration stipulated by a National Pollutant Discharge Elimination System (NPDES) permit.

Design effluent flow rate:	16 MGD – average 36 MGD - peak
Design effluent temperature:	30 °C
NPDES permitted minimum effluent discharge DO concentration:	8.0 mg/L – summer 10.0 mg/L - winter
Design DO concentration increase at peak flow:	2.5 mg/L

The SDOX system is automated to deliver a fixed amount of oxygen in solution on command or continuously. It has a manually adjustable oxygen delivery rate based on the internal operating pressure to match the demand requirements, providing a full range of turndown capability. System operating parameters can be easily integrated into plant monitoring programs.

The remaining document provides details of the SDOX-300 application solution.

II. DESIGN BASIS

The SDOX-300 has the following maximum operating capacity:

DO increase at average effluent flow rate:	5.6 mg/L
DO increase at peak effluent flow rate:	2.5 mg/L
SDOX-300 flow rate:	220 gpm
SDOX-300 oxygen usage:	750 lb DO/day
Estimated SDOX-300 power requirement:	32 HP

Under average conditions, the SDOX-300 will operate as follows:

Treated effluent flow rate:	16 MGD
DO concentration increase:	2.5 mg/L
SDOX-300 flow rate:	100 gpm
SDOX-300 oxygen usage:	335 lb DO/day
Estimated SDOX-300 power requirement:	14 HP

The SDOX-300 has the following piping design:

Inlet line size:	4-inch pipe
Discharge line size:	3-inch high pressure pipe
Average inlet line velocity:	2.5 ft/s
Average discharge line velocity:	4.3 ft/s
Maximum inlet line velocity:	5.5 ft/s
Maximum discharge line velocity:	9.5 ft/s

III. UTILITIES REQUIRED

Electricity

Main:	460 V/3 PH/60 HZ
Control:	110 V/1 Ph/60 HZ
Average connected power:	14 HP
Maximum connected power:	32 HP

Utility Oxygen

Maximum oxygen usage:	750 lb/day
	370 scfh
Average oxygen usage:	335 lb/day
	165 scfh

Utility oxygen required at 120 psig. Oxygen usage rates based on 100% oxygen composition by mass.

IV. EQUIPMENT SPECIFICATIONS

Saturation Chamber

One (1) 36-inch diameter x 55-inch tall saturation chamber, pressure rated and ASME coded to 150 psig:

Material: 304 stainless steel

- 3-inch inlet 150#RF flange
- 3-inch outlet 150#RF flange
- 2x1-inch 150#RF level instrument flanges
- 3/4-inch oxygen supply/pressure relief connection, NPT threads

Welding is per ASME standards for piping (US). Hydrostatic pressure tested. No radiograph is included.

Oxygen saturation chamber, fittings, and instruments cleaned per CGA G-4.1 standards.

Pump and Motor

Pump

Goulds Model 3196 MTX Centrifugal pump. Size: 1.5x3-10. Solids capacity: 0.22-inch.

Motor

Baldor 50 HP TEFC Premium Efficiency inverter duty motor with a 440 V/3 PH variable frequency drive (VFD).

Maximum operation: 225 gpm at 155 psig discharge pressure.

RECOMMENDED CONFIGURATION:

Two (2) integrated parallel pumps with motors and VFD's. Parallel pump system provides one (1) operational pump and one (1) backup pump.

OPTIONAL CONFIGURATION:

One (1) pump with motor and VFD; no backup.

Electrical Construction

Electrical construction is in accordance with the US National Electric Code (NEC). Please advise if any unusual conditions or local codes are required.

Control Panel

One (1) control panel with the following components:

1. NEMA 4 weatherproof enclosures with 20% spare terminals.

2. Control panel indicating lights and shutdowns.

   Status Indication
   - Power on (White)
   - Pilot "ON" (Green)

   Button and Switches
   - Power (on/off)
   - Operation Mode (hand/off/auto)
   - System Reset
   - Shutdowns and Alarms
   - Emergency Shutdown (remote contact)

4. Programmable Logic Controller (PLC).
   - CPU module with operating program
   - 120/240/460 VAC power Supply
   - Module Base
   - 120 VAC Input Module
   - Relay Output Module
   - Analog Output Module
   - 4 – 20 mA

6. Adjustable temperature space heater in master panel enclosure.

Structural Steel

Structural skid will be provided to hold control panel/rack, water line and instrumentation components. Skid fabrication per AISC standard and welding per AWS D1.1 standard or equivalent, no radiograph is included.

Piping

Schedule 40 steel inlet and discharge piping. Pressure rated 300 psig per ASTM A-135.

304 SS small diameter oxygen supply piping - ANSI 150# NPT, cleaned per CGA G-4.1.

- 4-inch inlet pipe
- 3-inch discharge pipe
- 3/4-inch oxygen supply pipe

Packaging, Testing

The above equipment packaged to include piping, electrical wiring, conduit, paint, and other miscellaneous materials requiring only minor field assembly and terminations.

Pre-shipment electrical checkout performed by BlueInGreen

Protective Coatings

Exterior carbon steel surface preparation per SSPC-SP6-63 and primer coated with Sherman Williams inorganic zinc (2 1/2 Mil D.F.T.) or equal.

No coating on stainless steel surfaces.

Applicable Codes

NEC - (US electrical code) / NEMA
ANSI - valves, flanges, and pipe fittings
ASTM - steel materials, pipe and fittings
CGA - oxygen pipe, fittings, and instruments

Documentation

All materials are based on BlueInGreen standard design and practice:

Drawings - P&IDs, electrical one-line, general arrangements

Datasheets – Included for all purchased components (MS Excel or Word, CP Enterprises standard format)

Operating Manual - Three (3) copies of Operation and Maintenance Manuals are included. Extra copies can be supplied at additional cost.

V. COMMERCIAL - Pricing, Delivery, And Terms

Firm Price for SDOX-300 RECOMMENDED CONFIGURATION, $US: $94,945

BlueInGreen offers OMI/Fayetteville Wastewater Treatment Facility a one-time **30% Introductory Discount**.

Firm Price for SDOX-300 RECOMMENDED CONFIGURATION including Introductory Discount, $US: $66,460

Price Additions/Reductions, $US
Option Number & Description

1. OPTIONAL CONFIGURATION; no backup pump (-$10,400)
2.
3.

Price is based on Buyer's acceptance of BlueInGreen's Standard Terms of Sale (see attachment).

Schedule

The estimated time to delivery on site is approximately 15 weeks after receipt of order. A detailed schedule will be provided after receipt of order. General delivery milestones after receipt of order are included below for informational purposes.

Fabrication/receiving components: 12 weeks

Assembly and shop checks: 2 weeks

Shipping

FOB point of final assembly

Estimated shipping weight: 5000 lb

Payment Terms

30% upon Receipt of Order
30% upon Receipt of Major Materials for Assembly
30% upon Shipment
10% upon Commissioning/Startup (within 90 days of shipment)

VI. SUPPORT AND MAINTENANCE

Support

BlueInGreen will provide in-person technical support for initial product installation and setup upon delivery of product. Operation and maintenance training will be conducted by BlueInGreen employees during initial product installation and setup. Costs accrued by BlueInGreen employees for initial product installation and setup will be provided by BlueInGreen. BlueInGreen will continue to provide prompt technical support for the duration of the product ownership.

Maintenance

See Section VII. Owner Requirements

Service

See attached Terms and Conditions of Sale

VII. Owner Requirements

1. Provide suitable foundation which will completely support the skid and vessel structural members.

2. Off-load the components from transport vehicles.

3. Reassemble all items that were disassembled for shipping purposes.

4. Furnish and connect water inlet and discharge lines to/from SDOX, oxygen lines from oxygen source to the SDOX, and electrical lines from a power source to the SDOX.

5. Provide utilities outlined in Section III.

6. Ensure that all components of the system have proper relieving capacity in the event that the thermal oxidizer is not operational. The relief valve should be installed so as not to vent vapors near the thermal oxidizer.

7. Furnish and install utilities required to operate the unit as defined in the design basis.

8. Provide electrical grounding for unit.

9. Realign any rotating equipment if required.

10. After a suitable run-in and test period, if electrical conduits are used, the customer is responsible to provide the necessary materials to pour the conduit sealant per appropriate electrical code requirements.

11. Maintain parts in suitable working condition on schedule as outlined in the provided Operating Manual

BlueInGreen, LLC

Terms and Conditions of Sale

1. Exclusive Terms and Conditions. As used in these Terms and Conditions, the term "Seller" refers to BlueInGreen, LLC and the term "Buyer" refers to the entity to whom BlueInGreen, LLC is providing Goods and/or Services. These Terms and Conditions cover equipment and related scope of supply as defined by the commercial quotation ("Goods"), the provision of advice and instruction, in relation to those Goods ("Services") and the licensing by Seller of any software in connection with Goods or Services. By ordering or purchasing Goods or Services from Seller, Buyer agrees that these Terms and Conditions will apply to the related contracts for the sale of Goods and/or provision of Services by Seller to Buyer, and that they will take precedence over Buyer's order or purchasing terms and conditions. Furthermore, conflicting provisions in the Seller's written quotation shall take precedence over these Terms and Conditions. The entire contract for any sale of Goods and/or the provision of Services ("Agreement") shall comprise these documents in the stated order of precedence.

2. Buyers Obligations. Seller's Goods and Services are provided to Buyer based on the information made available to Seller concerning the systems to be treated with our Goods and all related equipment and processes ("Process"). Seller will not control the operation of Buyer's Process, and Seller will have no liability for the quality or performance of Buyer's Process. For Seller's Goods to work as intended, it is essential that Buyer fulfil the following obligations ("Obligations"): (a) operate Buyer's Process within the stated design basis parameters or, if none, within industry customary operating conditions; (b) maintain Goods in good operating condition and repair; (c) follow Seller's recommendations; (d) communicate to Seller any conditions within or changes to Buyer's Process which may affect the way in which Seller's Goods perform; (e) maintain and handle Seller's Goods in a proper and safe manner. If Buyer does not fulfil Buyer's Obligations such that the performance of Goods are impacted, then Seller shall be relieved of all obligations with respect to warranties, performance goals, cost savings or other commitments Seller has made to Buyer.

3.Offers; Prices; Payment. Introductory Offer valid for a 30% reduction of the quoted price for a one-time purchase. Introductory Offer is a promotional offer which applies to new products purchased during promotional time period beginning April 1, 2007. Seller reserves all rights to modify, extend or terminate promotional time period. Introductory Offer applies to one purchase per Buyer during the promotional time period. Standard payment milestones are as follows: 30% of total order value upon receipt of order; 30% upon Seller's receipt of major materials; 30% upon readiness to ship; 10% upon commissioning of Goods to perform their stated purpose, but no more than 90 days after shipment. Unless otherwise specified in writing, quotations are valid for 30 days from the date of the quotation. Prices are exclusive of sales tax, value added tax and/or other taxes and third-party surcharges that will be charged to Buyer. Buyer must supply a certificate of exemption to avoid these charges. Unless otherwise specified in writing, payment is due net thirty (30) days from the date of Seller's invoice. Prices not paid by the due date shall bear interest of 1.5% per month calculated on a monthly basis. Buyer will also reimburse Seller for costs incurred by Seller in collecting amounts not paid when due, including but not limited to attorneys fees and court costs. If Buyer defaults on any payment under any Agreement or Seller terminates an Agreement in accordance with clause 12, all payments due under all Agreements between Seller shall become payable immediately.

4.Delivery. Delivery will be made EXW (INCOTERMS 2000) named place of destination, unless explicitly stated otherwise in the quotation. Seller shall have no liability for any visible defects in material and workmanship unless details of such defects are notified to Seller by fax or e-mail within 5 days after delivery of the Goods. Any delivery or performance dates quoted by Seller are estimates only. Buyer shall not be entitled to refuse delivery of Goods or Services made outside the estimated delivery period, or claim a price reduction or damages in respect of any such delivery.

5.Payment for Excessive Usage; Lost and Damaged Goods; Unused Goods. If Seller agreed that payment is based on some factor other than the actual amount of Goods delivered to Buyer (e.g., provisional interim fixed payments, or based on usage or production), Buyer shall nevertheless pay for all Goods (a) consumed as a result of Buyer's failure to comply with Buyer's Obligations; or (b) lost or damaged after delivery, notwithstanding any event of Force Majeure. Upon the termination of an Agreement, Buyer shall pay Seller for all unpaid Goods in Buyer's possession at Seller's current prices unless otherwise agreed in writing. Seller shall not have any obligation to accept returns of unused Goods.

6.Warranties. For a period of twelve (12) months from the date of the delivery of Goods manufactured by Seller, Seller warrant that the Goods shall conform to Seller's published specifications and shall be free from defects in material and workmanship if the Goods are properly used and stored by Buyer. Unless a warranty claim is made in writing and received by Seller within twelve (12) months of the delivery of the Goods or provision of the Services at issue, Seller shall have no liability for any breach of these warranties. If Seller's examination of the Goods or Seller's evaluation of the Services confirms a breach of warranty, Seller's sole liability for the breach of warranty shall be at Seller's discretion as the case may be: (a) to replace any non-conforming parts or refund the purchase price of the non-conforming parts; or (b) to re-perform the Services at issue, or refund the amount paid for the Services at issue. Buyer, as the original purchaser, is not entitled to extend or transfer the foregoing warranties to any other party. All warranties conditions or terms implied by law are hereby excluded to the extent such exclusion is permitted by law.

7.Compliance with Laws; Export Control Rules; Permits. Buyer shall be responsible, for compliance with all laws and regulations applicable to the storage, use, handling, installation, registration and labelling of all Goods as from their delivery and the disposal of all wastes and residues (including packaging) resulting from Buyer's use of the Goods. Buyer shall procure at Buyer's expense all permits and licenses required for the Services, or which are required to operate equipment or to use or store the Goods. Buyer warrants that any exportation of Seller's Goods will be in strict conformance with applicable law, including US export control regulations. Buyer confirms that Buyer will not use such Goods or knowingly facilitate their use by third parties in violation of such regulations.

8.Force Majeure. Neither party will be responsible to the other if uncontrollable events make it impracticable or commercially unreasonable for either of us to perform under the terms of this Agreement. Such events include, without limitation, acts of God, acts of war, civil disobedience, terrorism, fire, shortage or inadequate sources of raw materials, component parts or essential utilities, machinery or transportation failures, labor lockouts and strikes. In case of any shortages of raw materials or component parts Seller reserve the right to apportion Goods on an equitable basis in Seller's sole discretion. No force majeure shall apply to Buyer's obligation to pay Seller in a timely manner for Goods and Services Seller have provided to Buyer.

9. Confidentiality and Intellectual Property. Buyer shall keep all documents, materials, ideas, data, drawings, information and know-how relating to Goods and/or Services or relating to the business, clientele, research and development of BlueInGreen, LLC relating to Goods and/or Services (herein called "Confidential Information") which Seller might provide to Buyer or Buyer might acquire. Buyer shall furthermore treat any Agreement or any proposal (whether accepted or not) as confidential. Buyer further agree that Buyer will not, without Seller's prior written consent, subject the Goods or any other of Seller's products to any type of reverse engineering. Seller retains all intellectual property rights (including copyright) in all drawings and data or other deliverables supplied to Buyer under any Agreement, subject to Buyer's right to use such drawings and data for the purpose for which Seller supplied them. As between Buyer and Seller any software (including documentation to this software) Seller provides to Buyer pursuant to the Agreement including software loaded on equipment provided by Seller to Buyer shall remain Seller's property. Seller agrees to provide Buyer a non-transferable, limited and non-exclusive license to such software for the period during which Buyer uses the Goods or Services. Buyer agrees not to copy, sub-license, translate, reverse engineer, or decode such software. This license shall terminate automatically and the software and all documentation shall be returned to Seller upon the expiration of the period of the license or upon Buyer's breach of any of Buyer's foregoing obligations relating to such software. This clause shall not apply to Confidential Information which is (a) in the public domain or (b) which Buyer can prove was already known to Buyer without breach of any confidentiality obligation at the time it was provided to Buyer by Seller or acquired by Buyer or (c) is provided to Buyer by a third party without breach of any confidentiality obligation.

10. Indemnification; Limitation on Liability.

1.) Seller's liability to Buyer in respect of all causes of action arising in contract, tort or otherwise (including the generality of the foregoing liability for negligence or breach of statutory duty) under, in connection with, or arising out of the Agreement shall not exceed, save in the event of wilful misconduct or gross negligence, the aggregate of the prices of the Goods and Services sold or provided under the Agreement.

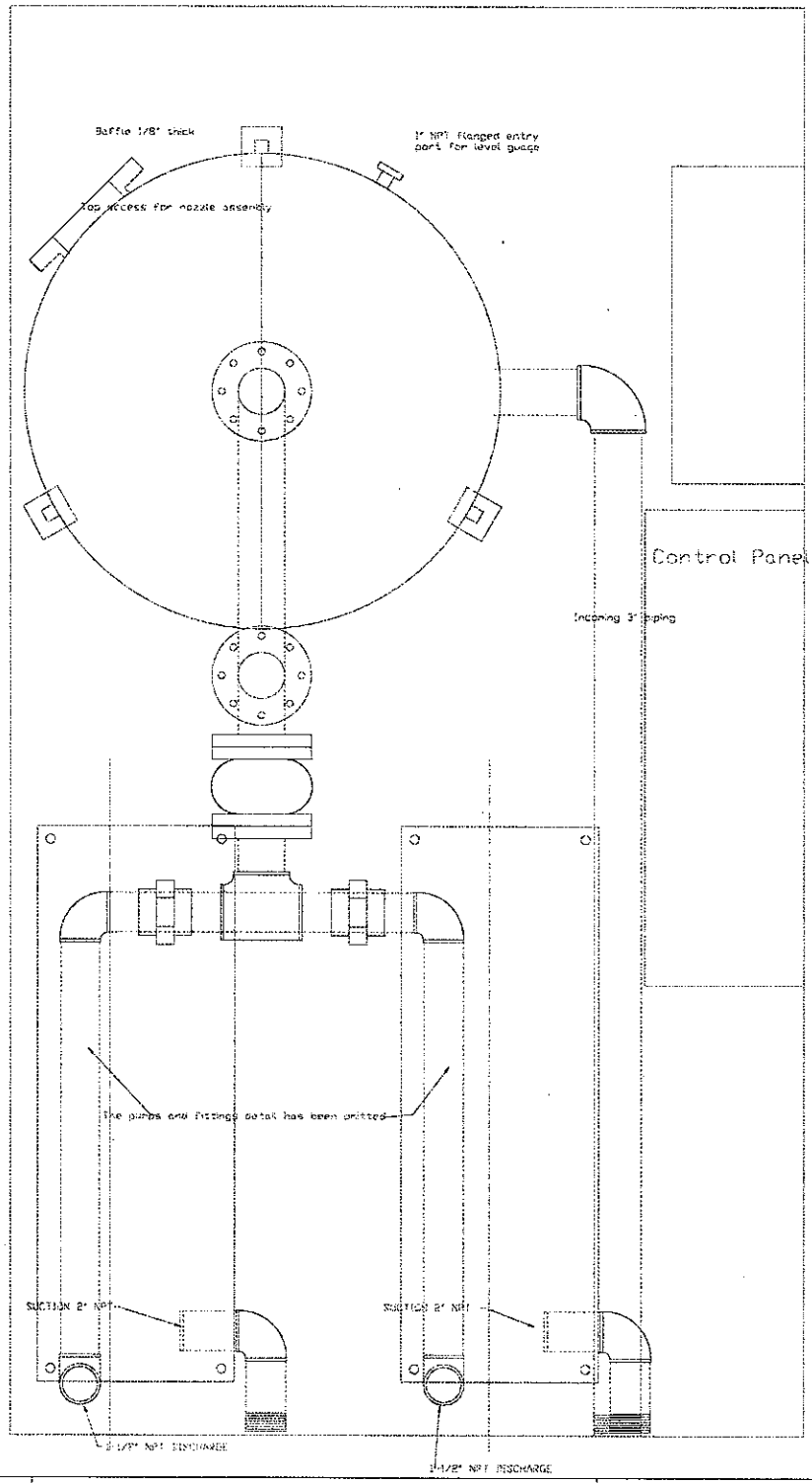
2.) Buyer agree to indemnify and hold Seller and Seller's representatives harmless from and against any loss, cost or liability, including for personal injury, and for all property damage, to the extent directly caused by: (a) Buyer's negligence, including, without limitation, Buyer's failure to maintain a safe work environment for Seller's representatives, or (b) the breach of Buyer's obligations under this Agreement, or (c) Buyer's handling or disposal of any Goods, residue or waste from Goods (including packaging). Indemnification obligations to each other shall not be construed as a waiver of any rights arising under any laws. The indemnification obligations set forth in subsections (a) and (b), above, shall survive for a period of two (2) years after the last sale. The indemnification obligations set forth in subsection (c), above, shall survive without limitation of time.

11. Conflicts, Survival, Assignment. If there is any conflict between provisions, then the terms and conditions set forth in the Seller's proposal shall prevail. If any term or condition of an Agreement is held invalid, unenforceable or illegal, then it shall be construed to be made legal, enforceable or valid, or deleted if such construction is not possible, but the remaining terms and conditions shall remain in full force and effect, and the Agreement shall be interpreted and implemented in the manner most consistent with the intended agreement. The benefit of any Agreement may not be assigned by either party without the other party's prior written consent; provided, however, that any Agreement may be transferred and the benefit thereof assigned by Seller without Buyer's consent in the event that all or substantially all of BlueInGreen, LLC is transferred to a third party.

12. Termination. Any Agreement and any performance pursuant to it may be terminated or suspended by either party immediately if the other party defaults in its material obligations under this Agreement, and such default is not cured within thirty (30) days from the date of sending a default notice by registered letter to the company address as defined in the purchase order. If Buyer terminates this agreement, Seller shall be entitled to recover costs incurred to date.

RevNo	Revision note	Date	Signature	Checked

Dissolution Tank
Design P= 130PSI
Design T = 100 deg F
ASME Cert



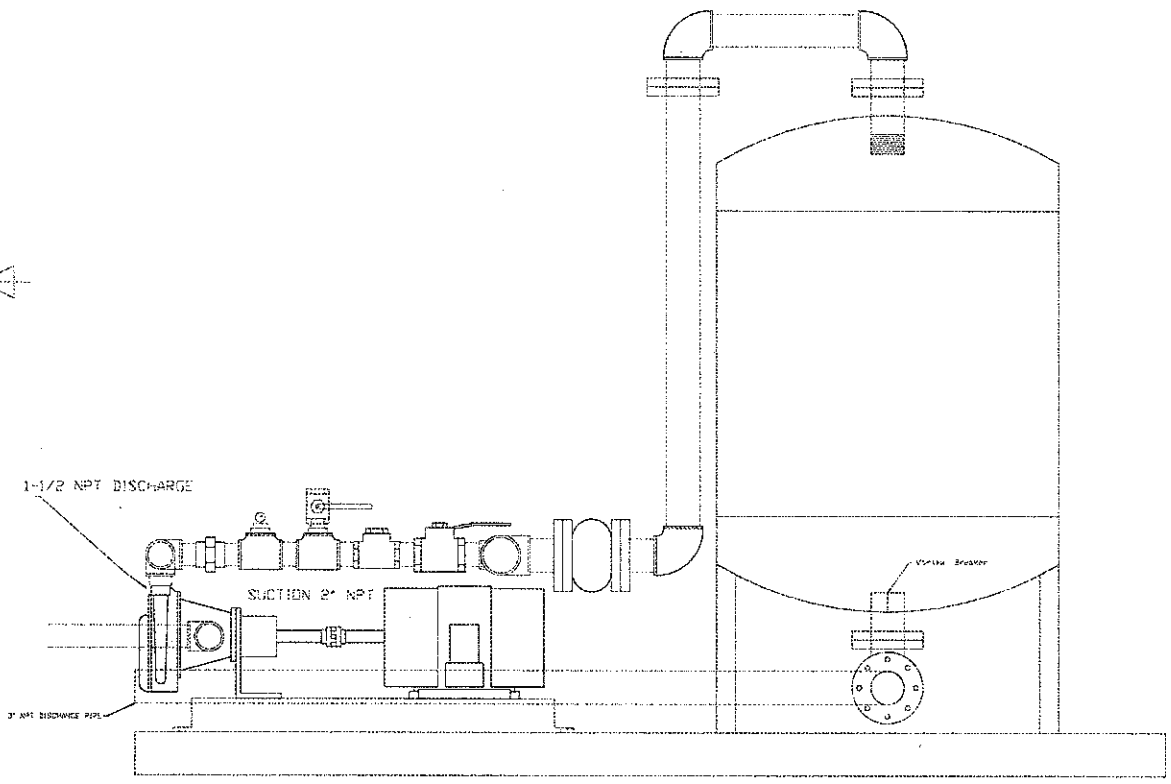
Itemref	Quantity	Title/Name, designation, material, dimension etc		Article No./Reference	
Designed by Matt Graham		Checked by Matt Graham	Approved by - date 1/22/2007	File name Plan View SDOX 300	Date 1/23/2007	Scale 1:1

BlueinGreen LLC

Plan View SDOX 300

9003100 | Edition 0 | Sheet 1/1

RevNo	Revision note	Date	Signature	Checked



Itemref	Quantity	Title/Name, designation, material, dimension etc		Article No /Reference	
Designed by Matt Graham	Checked by Matt Graham	Approved by - date 1/22/2007	File name XXX	Date 1/23/2007	Scale 1:1
BlueinGreen LLC		Side View SDOX 300			
		9003101		Edition 0 -	Sheet 1/1

City Of Fayetteville

(Not a Purchase Order)

Requisition No.:

Date:

P.O Number:

Expected Delivery Date:

Vendor #:

Vendor Name: **BlueInGreen**

Mail Yes:___ No:___

Address: **535 W Research Blvd Suite 15**

Fob Point:

Taxable Yes:___ No:___

Quotes Attached Yes:___ No:___

City: **Fayetteville**

State: **AR**

Zip Code: **72701**

Ship to code:

Division Head Approval:

Requester: **WSIP**

Requester's Employee #: **2737**

Extension: **670**

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Numbers	Project/Subproject #	Inventory #	Fixed Asset #
1	**Oxygenation Injector for Noland WSIP EP-4**	1			**$66,460.00**	**4480.9480.5315.00**	**2133**	**334**	
2					**$0.00**				
3					**$0.00**				
4					**$0.00**				
5					**$0.00**				
6					**$0.00**				
7					**$0.00**				
8					**$0.00**				
9					**$0.00**				
10					**$0.00**				
	Shipping/Handling		Lot		**$0.00**				

Special Instructions:

Subtotal: **$66,460.00**

Tax:

Total: **$66,460.00**

Approvals:

Mayor: _____

Department Director: _____

Purchasing Manager: _____

Finance & Internal Services Director: _____

Budget Manager: _____

IT Manager: _____

Dispatch Manager: _____

Utilities Manager: _____

Other: _____

Revised 6/17/03

City of Fayetteville Staff Review Form

City Council Agenda Items
and
Contracts, Leases or Agreements

6/5/2007
City Council Meeting Date
Agenda Items Only

Paul A. Becker	Finance Director	Finance
Submitted By	**Division**	**Department**

Action Required:

To approve the purchase of 13.75 acres known as the Brooks-Hummel Property from the Forrest F. Brooks Revocable Trust in the amount of $495,000 to be paid over a 5 Year Period and approving a budget adjustment for $495,000

$ 495,000.00	$ -	Brooks-Hummel Land Purchase
Cost of this request	Category / Project Budget	Program Category / Project Name
4470.9470.5805.00	$ -	Park Improvements
Account Number	Funds Used to Date	Program / Project Category Name
07027.1	$ -	Sales Tax Capital
Project Number	Remaining Balance	Fund Name

Budgeted Item [ ] **Budget Adjustment Attached** [X]

Paul A. Becker — 5-18-07
Department Director — Date

[signature] — 5-21-07
City Attorney — Date

Paul A. Becker — 5-18-07
Finance and Internal Service Director — Date

[signature] — 5/22/07
Mayor — Date

Previous Ordinance or Resolution # 52-07

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 5.18.07

Received in Mayor's Office — ENTERED 5/8/07

Comments:

Fayetteville
ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: **Mayor Dan Coody and Fayetteville City Council**

FROM: **Paul A. Becker, Finance Director**

THRU: **Mayor Dan Coody**

DATE:**May 18, 2007**

SUBJECT: **Acquisition of Brooks-Hummel Property**

.Background:

Resolution 52-07 approved on March 20, 2007 authorized Mayor Coody to negotiate for the purchase of 13.75 acres from the Forrest F. Brooks Revocable Trust on behalf of the City Council. After several discussions with the agent for the Trust, it was determined that the sales price of $495,000 was firm and could not be negotiated downward. However , it was agreed upon that the City could purchase the property with a down payment of $167,000 (which includes 8,000 currently held as earnest money) and a mortgage note in the amount of $328,000, payable in five annual installments of $65,600 plus 6% interest on the unpaid balance.

The down payment would be made with funds received from the Fayetteville Natural Heritage Association which would in turn receive certain development rights on the property from the City. Although this purchase was initially presented with the inclusion of the sale of 1.89 acres to the United Presbyterian Church, it is recommended that this option not be included as a part of the transaction at this time.

Recommendation

It is recommended that the purchase of the Brooks-Hummel Property be approved with a down payment of $167,000 and annual payments including interest of 6% over a five year period as previously described.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE THE PURCHASE OF ABOUT 13.75 ACRES FOR A CITY PARK TO BE NAMED THE BROOKS-HUMMEL NATURE PRESERVE IN THE AMOUNT OF $495,000.00 AND TO SELL THE FAYETTEVILLE NATURAL HERITAGE ASSOCIATION A CONSERVATION EASEMENT ON THIS PROPERTY FOR $179,500.00; AND APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF $495,000.00.

WHEREAS, the Fayetteville City Council passed Resolution No. 52-07 on March 20, 2007, authorizing the Mayor to negotiate for the purchase of about 13.75 acres from the Forrest F. Brooks Revocable Trust for up to $495,000.00 if the neighbors and the Fayetteville Natural Heritage Association would purchase a conservation easement form the city for this land for $179,000.00; and

WHEREAS, the Fayetteville Natural Heritage Association and adjoining neighbors have already raised $167,000.00 which can be used as the down payment for this property; and

WHEREAS, Amendment 78 of the Arkansas Constitution allows a city to finance short term (five years or less) debt and the seller has agreed to carry the note and mortgage at 6% per annum for five years, compounded annually (with five equal annual payments); and

WHEREAS, the seller has agreed to further convey a twelve (12) foot wide access easement from Hillcrest Avenue to this property along the north side of the Brooks' residential lot at 1602 Hillcrest Avenue.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Real Estate Contract attached as Exhibit "A" to this Resolution and agrees to purchase the Forrest F. Brooks Revocable Trust's approximately 13.75 acres for $495,000.00 as set forth in that contract. The City Council further explicitly agrees to sell a conservation easement to the Fayetteville Natural Heritage Association on this property for $179,500.00 and to name the property the "Brooks-Hummel Nature Reserve".

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Coody to sign all documents: contracts, deeds, mortgages, notes, etc. necessary to fulfill the terms of the Real Estate Contract.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of $495,000.00.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

REAL ESTATE SALES CONTRACT

1. The **City of Fayetteville, Arkansas** offers to buy and the Forrest F. Brooks Revocable Trust offers to sell, subject to the terms and conditions set forth in this contract, approximately 13.75 acres more particularly described in Exhibit "A" attached hereto and made a part hereof.

   SEE ATTACHED EXHIBIT "A" FOR PROPERTY DESCRIPTION

2. **Purchase Price**: Subject to the following conditions, the City of Fayetteville shall pay for the property at closing, the total cash payment of One Hundred Sixty-Seven Thousand Dollars ($167,000.00) and execute a promissory note to pay the remaining $328,000.00 in five equal annual payments with interest at 6% per annum.

3. Conveyance will be made to the City of Fayetteville by General Warranty Deed, except it shall be subject to recorded instruments and easements, if any, which do not materially affect the value of the property. Such conveyance shall include mineral rights owned by the Forrest F. Brooks Revocable Trust.

4. The Forrest F. Brooks Revocable Trust shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the City of Fayetteville. The Forrest F. Brooks Revocable Trust shall pay the cost of the title insurance.

5. The Forrest F. Brooks Revocable Trust agrees to provide its current survey to the City of Fayetteville. The Forrest F. Brooks Revocable Trust agrees to allow the City of Fayetteville, if the City of Fayetteville so desires, at the City's expense, to survey the property. The Forrest F. Brooks Revocable Trust agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the City of Fayetteville.

6. Taxes and special assessments due on or before closing shall be paid by the Forrest F. Brooks Revocable Trust. General taxes, ad valorem taxes, and special assessments shall be prorated as of closing.

7. The closing date shall be within sixty (60) days after approval of this offer by the City Council, which can be extended by agreement of the Mayor for an additional sixty (60) days. If such date of closing falls on a weekend or holiday, it will be held the following working day.

8. Possession of the property shall be delivered to City of Fayetteville on the date of closing.

9. The Forrest F. Brooks Revocable Trust hereby grants permission for the City of Fayetteville or its designates to enter the above described property and improvements for the purpose of inspection and/or surveying.

10. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Forrest F. Brooks Revocable Trust.

11. The Forrest F. Brooks Revocable Trust shall disclose to the City of Fayetteville any and all environmental hazards of which the Forrest F. Brooks Revocable Trust has actual knowledge. Should the existence of environmental hazards be discovered, the Forrest F. Brooks Revocable Trust shall either cure such at its expense or the City of Fayetteville may terminate this contract.

12. The City of Fayetteville agrees to name this parcel the "Brooks-Hummel Nature Reserve."

13. The City of Fayetteville agrees to convey a conservation easement on this property to the Fayetteville Natural Heritage Association, Inc. for $179,500.00. This conservation easement shall be similar to the one proposed for Mount Sequoyah Woods.

14. The City of Fayetteville shall receive full credit against the cash due at closing ($167,000.00) and final purchase price ($495,000.00) of the $8,000.00 paid by the neighbors or Fayetteville Natural Heritage Association as earnest money or for an option to purchase.

15. The Forrest F. Brooks Revocable Trust shall convey a permanent access easement twelve (12) feet in width connecting this property to Hillcrest Avenue along the north side of the Brooks residential lot situated at 1602 Hillcrest Avenue, Fayetteville, Arkansas.

16. This agreement shall be governed by the laws of the State of Arkansas.

17. This agreement, when executed by both the Forrest F. Brooks Revocable Trust and the City of Fayetteville shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.

CITY OF FAYETTEVILLE
A Municipal Corporation

By: _____
DAN COODY
Mayor

Date: _____

Attest:

_____
Sondra Smith, City Clerk

Date: _____

FORREST F. BROOKS
REVOCABLE TRUST

By: _____

Printed Name: _____

Title: _____

Date: _____

Agent or Witness:

_____

Date: _____

EXHIBIT "A"
PROPERTY DESCRIPTION

ACKNOWLEDGMENT

STATE OF ARKANSAS
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 _____, to me well known as the person who executed the foregoing document, and who stated and acknowledged that they are the **Agent or Witness** of the Forrest F. Brooks Revocable Trust and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said trust, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of June, 2007.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF ARKANSAS
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 **Dan Coody** and **Sondra Smith**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk** of the **City of Fayetteville, Arkansas, a municipal corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said municipal corporation, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and seal on this _____ day of June, 2007.

_____
Notary Public

My Commission Expires:

_____

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: Sales Tax Capital Improvements Division: Program:	Date Requested	Adjustment Number
2007		6/5/2007	

Project or Item Added/Increased:

$495,000 is being requested in the Land Acquistion account for the Brooks-Hummel Land Purchase.

Project or Item Deleted/Reduced:

To recognize $167,000 from a donation from the Fayetteville Natural Heritage Association.

To recognize $328,000 in Installment Sale Proceeds related to the five annual installments of the purchase.

Justification of this Increase:

The $495,000 is for the purchase of 13.75 acres from the Forrest F. Brooks Recocable Trust.

Justification of this Decrease:

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Land acquisition	4470	9470	5805	00	495,000	07027	1

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Installment Sale Proceeds	4470	0947	6884	04	328,000	07027	1
Donations	4470	0947	4809	00	167,000	07027	1

Approval Signatures

Paul A. Becker Requested By	5-18-07 Date
[signature] Budget Manager	[signature] Date
Paul A. Becker Department Director	5-18-07 Date
Finance & Internal Services Director	Date
Mayor	Date

Budget Office Use Only

Type: A B C (D) E

	Initial	Date
Posted to General Ledger		
Posted to Project Accounting		
Entered in Category Log		

RESOLUTION NO. 52-07

A RESOLUTION TO NEGOTIATE THE PURCHASE OF 13.75 ACRES FROM THE FORREST F. BROOKS REVOCABLE TRUST LOCATED NORTH (AND BELOW) THE LAKE LUCILLE SPILLWAY FOR LESS THAN $495,000.00 AND TO SELL 1.89 ACRES TO THE UNITED PRESBYTERIAN CHURCH FOR $68,000.00 AND TO SELL THE DEVELOPMENT RIGHTS OF THE REMAINDER TO THE FAYETTEVILLE NATURAL HERITAGE ASSOCIATION AND NEIGHBORS FOR $179,500.00

WHEREAS, the City may negotiate to purchase 13.75 acres from the Forrest F. Brooks Revocable Trust in the amount of $495,000.00 or less; and

WHEREAS, neighbors, the Fayetteville Natural Heritage Association and the United Presbyterian Church have agreed to purchase a portion of the property or development rights from the City for a total of $247,500.00; and

WHEREAS, this property has been highly rated for preservation by the Fayetteville Natural Heritage Association, has access for public trails, and has good natural habitat for wildlife.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby agrees to authorize Mayor Coody to negotiate for the purchase of 13.75 acres from the Forrest F. Brooks Revocable Trust for less than $495,000.00 if the neighbors and Fayetteville Natural Heritage Association purchase development rights from the City (similar to Sequoyah Woods development rights) for $179,500.00 and the United Presbyterian church purchases 1.89 acres from the City for $68,000.00.

PASSED and **APPROVED** this 20th day of March, 2007.

CITY CLERK/TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville Staff Review Form

City Council Agenda Items and Contracts, Leases or Agreements

6/5/2007
City Council Meeting Date
Agenda Items Only

Missy Leflar	Human Resources	Operations
Submitted By	**Division**	**Department**

Action Required:

Staff requests approval of back pay paid to an employee, and approve the budget adjustment in the amount of $27,884.00.

$ 27,884.00	$ 78,512.00	Personnel Services
Cost of this request	Category / Project Budget	Program Category / Project Name
1010.5280.51##.##	$ 31,483.00	YRCC
Account Number	Funds Used to Date	Program / Project Category Name
	$ 47,029.00	General
Project Number	Remaining Balance	Fund Name

Budgeted Item [X] **Budget Adjustment Attached** [X]

Department Director — Date: 5-18-07

City Attorney — Date: 5-21-07

Finance and Internal Service Director — Date: 5-21-07

Mayor — Date: 5/22/07

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

Received in City Clerk's Office — ENTERED 5.18.07

Received in Mayor's Office — ENTERED 5/22/07

Comments:

Fayetteville
ARKANSAS

CITY COUNCIL AGENDA MEMO: June 5, 2007 Meeting

TO: Mayor Dan Coody and the City Council
THRU: Gary Dumas, Operations Director
FROM: Missy Leflar, Human Resources Division Manager
DATE: May 17, 2007
SUBJECT: Back pay owed to employee

Recommendation
Staff recommends approval of back pay owed to an hourly employee.

Background
It was recently discovered that the Yvonne Richardson Community Center ("YRCC") owes back pay to an employee. The YRCC differs from all other programs staffed by City employees in that it has been run by its own Board of Directors with minimal interference from the City and with no clear lines of demarcation as to control and responsibility. The exception to this is payroll: since its inception, the YRCC payroll has been fully funded by the City. It is therefore the City that owes back pay if an employee is underpaid.

Discussion
In March members of the YRCC Board and City staff began meetings discussing staffing issues at the Center. These meetings were initiated as a result of a voluntary resignation being contemplated by one of the YRCC staff. It appeared that the voluntary resignation was the result of personal issues between the two employees at the Center. On April 9th, in separate meetings the Parks and Recreation Director and the Operations Director, met with the two Center employees to determine if the issues were personal or if there were other issues. During these meetings it became apparent that wage and hour issues were likely and that supervisory responsibility had been lacking. Subsequent to a meeting with several YRCC Board members the YRCC was placed under the direct supervision of the Parks & Recreation Division.

A thorough investigation by Human Resources ("HR"), the Internal Auditor, and a trained investigator began immediately. This included sworn statements which were incorporated into the investigatory services of the Internal Audit. Internal Audit has issued a lengthy investigation report on the back wages issue, which is attached to this memo. The employee's allegations of being owed back pay for wages under-reported by his supervisor to City payroll are supported by his sworn testimony, a written reconstruction of dates and times worked covering the time period in question, and the fact that the YRCC could not open its doors unless either he or his supervisor were physically present. The fact that the Center was open during the normal hours, was open for special events occurring after hours, was open for scheduled league play after normal hours, and was open two additional hours (8:00 a.m. to 10:00 a.m.) on weekday mornings to accommodate additional youth access, indicates that the alleged additional (unpaid) hours were indeed worked. The sworn testimony of the supervisor was to the effect that he could neither confirm nor deny the employee's allegations. Neither the YRCC Board nor the supervisor kept adequate records to refute the employee's allegations of underpayment for hours actually worked.

The failures that lead to this wage issue are being addressed. The first response has been to place the Center under the direct supervision of the Parks and Recreation Division. This will require some changes in the role of the YRCC Board as it relates to the operational issues of the Center. In addition, personnel issues will be addressed to assure that this incident is not

repeated. Further, an additional half-time employee will be requested for the Center to help cover the hours of operation without requiring excessive overtime.

It should be noted that in February, two months prior to this matter being brought to light, the City's Fair Labor Standards Act Compliance Committee approved HR's plans to begin annual wage & hour self-audits, with the first one scheduled to take place this summer when the City's more accurate job descriptions are in place. In March the City Administration approved a proposal by HR to develop an ongoing, in-house, mandatory attendance training program for all City supervisors, which was announced to supervisors in early March and is scheduled to roll out in October. This program incorporates a legal compliance module taught by an attorney (the HR Division Manager) that includes wage and hour compliance training. In March the City also added a "Guide to Human Resources" to its employee intranet and employee newsletter that directs employees to contact the HR Division Manager (direct line and e-mail provided) for any wage & hour questions or issues. In April the City rolled out its revamped New Employee Orientations, which now include a strong message to new employees from the HR Administrator concerning the importance of keeping accurate timesheet records, of neither under nor over reporting hours worked, and what to do if a paycheck does not appear to reflect hours worked.

In summary, despite this frustrating setback, the City has been and will continue to be pro-active in battling wage & hour compliance issues.

Budget Impact

The back pay in question totals $27,884.00 (covering back wages from May, 2005 through April, 2007) and would come out of the General Fund.

RESOLUTION NO. _____

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT
IN THE AMOUNT OF $27,884.00

WHEREAS, the City has discovered that an hourly employee, Ramiro Dominguez, who worked at the Yvonne Richardson Community Center had had his hours worked underreported by his supervisor, Lance Fisher, for about a two year period; and

WHEREAS, after a complete investigation including extensive sworn statements from both the supervisor and employee, the evidence supports the assertions of the employee that he is owned back pay for previously unreported work hours.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the attached budget adjustment in the amount of $27,884.00 as back pay for Ramiro Dominguez.

PASSED and **APPROVED** this 5th day of June, 2007.

APPROVED:

By: _____
DAN COODY, Mayor

ATTEST:

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested	Adjustment Number
2007		6/5/2007	

Project or Item Added/Increased:
$27,884 is requested in the Personnel Services category of the Yvonne Richardson Community Center (YRCC).

Project or Item Deleted/Reduced:
None. $27,884 from the General Fund Use of Fund Balance account.

Justification of this Increase:
The funding is needed to cover a payout on a YRCC employee.

Justification of this Decrease:
There is sufficient reserves remaining to comply with City Policy and 2007 Objectives.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Salaries and wages	1010	5280	5100	00	24,565		
FICA taxes	1010	5280	5105	00	1,879		
Retirement savings plan	1010	5280	5109	06	1,440		

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	1010	0001	4999	99	27,884		

Approval Signatures

Requested By — Date 5/18/07

Budget Manager — Date

Department Director — Date 5-18 07

Finance & Internal Services Director — Date

Mayor — Date

Budget Office Use Only

Type: A B C (D) E

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Entered in Category Log — Initial — Date

Fayetteville
ARKANSAS

THE CITY OF FAYETTEVILLE, ARKANSAS

Departmental Correspondence

To: William Golbuff, Audit Committee Chairman
Adam Motherwell, Audit Committee
Anton C. Uth, Jr., Audit Committee
Brenda Thiel, Audit Committee, Alderman
Adella Gray, Alderman
Kyle B. Cook, Alderman
Nancy Gordon Allen, Alderman
Robert K. Rhoads, Alderman
Robert Ferrell, Alderman
Shirley Lucas, Alderman
Lioneld Jordan, Alderman
Anthony Hicks, SEFCC Board President
Paul Becker, Finance Director
Gary Dumas, Operations Director
Missy Leflar, Human Resources Manager
Greg Tabor, Police Chief
Tracey Risley, Deputy Police Chief
Susan Thomas, Public Information & Policy Advisor
Kit Williams, City Attorney
Sondra Smith, City Clerk

Through: Mayor Dan Coody

From: Vicki D. Deaton, Internal Auditor

Date: 5/23/07

Subject: **Yvonne Richardson Community Center Pay Issue Special Project**

Audit Scope:

Problem

In April of this year, Gary Dumas, Operations Director, reorganized the Yvonne Richardson Community Center (YRCC) under the supervision of the Parks & Recreation Director, Connie Edmonston. During the transition period, it came to management's attention that the Activities Coordinator at the YRCC, Ramiro Dominguez, had never completed a time card/sheet since his hire in May, 2005. The employee claimed that he had not been paid for all the hours he has worked since his hire, and that the Center Director, Lance Fisher, has falsified the employee's time record. Gary Dumas requested an internal audit of the back pay issue.

Procedures

City policies related to pay and time keeping procedures were reviewed and an attempt was made to locate relevant YRCC pay records. Job descriptions of Center employees were reviewed to determine responsibilities. A trained investigator took the sworn statements of both the Center Director and the Activities Coordinator in relation to hours worked, timekeeping, and pay of Center employees. City YRCC documents and Southeast Fayetteville Community Center (SEFCC) Board minutes dated as early as 1994, prior to Center construction, were reviewed for associated information.

Findings:

Noncompliance with City Policies

Policy and Procedure HR-09, Hours of Work, Timekeeping & Payroll Deductions (eff. 2/21/90, rev. 8/1/05)

YRCC employees have not been recording their total hours worked each day, then turning a signed time record in to the Center Director to signify that the hours were complete and accurate. The Activities

Coordinator claims that he has not been paid for all hours worked since his hire. He states that he did report the pay error to the Center Director once, but did not review his paychecks promptly and try to resolve pay issues with upper management or the Human Resources division. The Center Director did not require employees to turn in a signed record of their daily time for his review and approval. There are allegations that the Center Director falsified the Activities Coordinator's time record which the Center Director prepared.

Policy and Procedure HR-11, Overtime Compensation (eff 11/15/00, rev. 9/26/05)
The Center Director should have approved all overtime worked by Center employees. The Activities Coordinator is claiming pay for overtime worked, but the Center Director says that he never authorized overtime and that the employee just "did things on his own." The Center Director said there was never a record of overtime kept in order to award comp time to the employee either.

Policy and Procedure HR-32, Leave Policies & Work Schedules (eff. 6/13/05)
The Center Director should have gotten written approval by City upper management for any changes in operating hours or changes that would materially effect the work schedules of employees. The Activities Coordinator claims that at the beginning of the summer of 2006, the SEFCC Board extended the Center hours from an opening of 10am to 8am to accommodate children out of school for the summer and the Head Start program during the school year. This continued until spring 2007. The Center Director says that Center hours were never extended.

Policy and Procedure HR-33, Volunteering (eff. 6/13/05)
The Center Director should have made sure that all non-exempt Center employees were not performing services at events that were the same type of services which the individuals were employed to perform. Lance Fisher, Center Director, stated that he considered Ramiro Dominguez to be a volunteer at certain Center events which Ramiro is claiming as work time. Ramiro performed the same type of services at the Center events that he performs as the Activities Coordinator, such as hosting community events, interacting with the public, and maintaining the cleanliness of the building and grounds. The Center Director seems to have no understanding of this policy and the Fair Labor Standards Act which the policy enforces.

All of the above policies became effective or were revised within a few months of Ramiro Dominguez's hire with the City. Lance Fisher, as the YRCC Director, receives new and revised City policies and procedures. Since August of 2005, all policies are maintained on the City's intranet, CityNet, so that current versions may be accessed. Staff was notified that all policies would be kept electronically on the CityNet only. The Activities Coordinator did not have access to the CityNet, where the City's current policies and procedures reside. The Center Director did have access to the CityNet on his office computer. In June of 2005, Lance Fisher received HR-9, HR-32, and HR-33 with a memo from Human Resources requiring that a copy of the policies be provided to all employees and an acknowledgement form be signed by each employee stating that they received, read, and understood the policies. Lance Fisher did not return any acknowledgement forms to Human Resources.

It is the Center Director's responsibility to become familiar with City policies and notify employees as necessary. The Center Director is responsible for complying with City policies and applicable laws. The Center Director did not comply with and enforce the City's policies relating to work time recordkeeping, overtime, work schedules and volunteering. The Activities Coordinator did not comply with the City policy relating to work time recordkeeping.

<u>Lack of Adequate Documentation</u>
The Center Director did not provide a written work schedule for Center employees and did not require employees to turn in a signed record of their daily time for his review and approval. Besides City policy to guide the Center Director, there is documentation from 1997 to the present showing management's direction regarding hours and staffing of the YRCC. The Center Director was made aware by both City supervisors and the SEFCC Board that employee hours should be scheduled in the most efficient manner to cover Center operating hours and minimize staff overtime. There is also documentation showing that the Center Director was instructed at various times in the past concerning record keeping for time sheets and comp time, the City's administrative procedures, and how the YRCC employees should report their time for payroll processing. Policy noncompliance and not heeding the direction of supervisors has resulted in a lack of proper documentation by the Center Director. Policy noncompliance has resulted in a lack of proper documentation by the Activities Coordinator.

SEFCC Board minutes and financial records were reviewed to get information concerning facility usage and events at the Center, approval of which is currently the responsibility of the Board. Facility use records and event records are not kept in any kind of orderly format by the Center Director. The SEFCC Board relies on the Center Director to provide them with facility usage requests, event information, and fee payments. There is not a clear record of events at the Center to compare to the Activities Coordinator's back pay claims. Division of responsibilities between the City and the SEFCC Board and inadequate record keeping have resulted in a lack of proper documentation regarding facility usage and Center events.

Lack of Adequate Supervision

It is the Center Director's responsibility to become familiar with City policies and notify employees as necessary. According to the job description of the Community Center Director, he should carry out supervisory responsibilities in accordance with the City's policies and applicable laws. The Center Director should plan, assign, and direct the work of the subordinates. The Center Director did not instruct Center employees on proper procedures per City policies. The Center Director did not provide a written work schedule for Center employees and did not require employees to turn in a signed record of their daily time for his review and approval.

Lack of Proper Authorization

The Center Director did not properly authorize and approve Center employee work schedules. The Center Director did not properly authorize and approve employee overtime work. Work schedules and authorization of overtime are complicated by the authority of the SEFCC Board to approve operating hours, activities, and facility usage which affect the work hours of City staff, even though the Board is not responsible for the payment of City staff for hours worked.

Conclusion:

The Activities Coordinators' back pay claims and allegations of time record falsification by the Center Director cannot be proved or disproved by written documentation. There is sworn statement evidence given by Ramiro Dominguez, the Activities Coordinator, that he did work certain hours in excess of the hours for which he has been paid. The sworn statement of the Center Director, Lance Fisher, does not dispute Ramiro Dominguez's' claims.

Action Plans:

Human Resources Response

The failures that lead to this wage issue are being addressed. The first response has been to place the Center under the direct supervision of the Parks and Recreation Division. This will require some changes in the role of the YRCC Board as it relates to the operational issues of the Center. In addition, personnel issues will be addressed to assure that this incident is not repeated. Further, an additional half-time employee will be requested for the Center to help cover the hours of operation without requiring excessive overtime.

It should be noted that in February, two months prior to this matter being brought to light, the City's Fair Labor Standards Act Compliance Committee approved HR's plans to begin annual wage & hour self-audits, with the first one scheduled to take place this summer when the City's more accurate job descriptions are in place. In March the City Administration approved a proposal by HR to develop an ongoing, in-house, mandatory attendance training program for all City supervisors, which was announced to supervisors in early March and is scheduled to roll out in October. This program incorporates a legal compliance module taught by an attorney (the HR Division Manager) that includes wage and hour compliance training. In March the City also added a "Guide to Human Resources" to its employee intranet and employee newsletter that directs employees to contact the HR Division Manager (direct line and e-mail provided) for any wage & hour questions or issues. In April the City rolled out its revamped New Employee Orientations, which now include a strong message to new employees from the HR Administrator concerning the importance of keeping accurate timesheet records, of neither under nor over reporting hours worked, and what to do if a paycheck does not appear to reflect hours worked.

In summary, despite this frustrating setback, the City has been and will continue to be pro-active in battling wage & hour compliance issues.

City of Fayetteville, Arkansas
Budget Adjustment Form

Budget Year	Department: General Government Division: Miscellaneous Program: Miscellaneous	Date Requested	Adjustment Number
2007		6/5/2007	

Project or Item Added/Increased:
$27,884 is requested in the Personnel Services category of the Yvonne Richardson Community Center (YRCC).

Project or Item Deleted/Reduced:
None. $27,884 from the General Fund Use of Fund Balance account.

Justification of this Increase:
The funding is needed to cover a payout on a YRCC employee.

Justification of this Decrease:
There is sufficient reserves remaining to comply with City Policy and 2007 Objectives.

Increase Expense Budget (Decrease Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Salaries and wages	1010	5280	5100	00	24,565		
FICA taxes	1010	5280	5105	00	1,879		
Retirement savings plan	1010	5280	5109	06	1,440		

Decrease Expense Budget (Increase Revenue Budget)

Account Name	Account Number				Amount	Project Number	
Use of fund balance	1010	0001	4999	99	27,884		

Approval Signatures

Missy Leffler 5-18-07
Requested By — Date

5/18/07
Budget Manager — Date

5-18 07
Department Director — Date

Paul A. Becker 5.18.07
Finance & Internal Services Director — Date

Dan Coody 5/22/07
Mayor — Date

Budget Office Use Only

Type: A B C (D) E

Posted to General Ledger — Initial — Date

Posted to Project Accounting — Initial — Date

Entered in Category Log — Initial — Date

Agenda Session
5/29/07

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
Ward 2 Position 1 – Kyle B. Cook
Ward 2 Position 2 – Nancy Allen
Ward 3 Position 1 – Robert K. Rhoads
Ward 3 Position 2 – Robert Ferrell
Ward 4 Position 1 – Shirley Lucas
Ward 4 Position 2 – Lioneld Jordan

Tentative Agenda
City of Fayetteville Arkansas
City Council Meeting
June 5, 2007

A meeting of the Fayetteville City Council will be held on June 5, 2007 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

A. CONSENT:

1. **Approval of the May 15, 2007 City Council meeting minutes.**

2. **Arkansas Highway and Transportation Department (AHTD) Refund:** A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.

3. **Bid # 07-34 Dean Crowder Construction, Inc:** A resolution awarding Bid # 07-34 and approving a contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b; and approving a 10% project contingency in the amount of $374,000.00.

4. **Bid # 07-38 Crossland Heavy Contractors, Inc:** A resolution awarding Bid # 07-38 and approving a contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00 for the renovation of the Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7; and approving a 5% project contingency in the amount of $76,000.00.

5. **Garver Engineering, Inc:** A resolution approving contract Amendment No. 1 to the contract with Garver Engineering, Inc. in the amount of $231,750.00 for design and construction phase services for the construction of the Mt. Sequoyah Water & Sewer Improvement Project; and approving a contingency of $15,000.00.

6. **Bid # 07-41 T-G Excavating:** A resolution awarding Bid # 07-41 and approving contracts with T-G Excavating, Inc. in the amount of $822,222.00 and a contingency in the amount of $41,000.00 and with Insituform Technologies, Inc. in the amount of $178,834.50 and a contingency in the amount of $9,000.00 for construction of the Farmington Sanitary Sewer Rehabilitation; and approving a budget adjustment in the amount of $395,000.00 to accept funds from the City of Farmington.

7. **Bid # 07-42 Midland Construction, Inc:** A resolution awarding Bid # 07-42 and approving a contract with Midland Construction, Inc. in the amount of $117,332.00 for the construction of the Gulley Park Bioswale and Parking Lot Project; approving a 10% project contingency in the amount of $11,733.00; and approving a budget adjustment in the amount of $69,243.00.

8. **Selective Traffic Enforcement Program Grant:** A resolution accepting additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a budget adjustment recognizing the increased grant revenue.

9. **McClelland Consulting Engineers, Inc:** A resolution approving Amendment No. 1 to the basic agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services.

10. **Airport Master Plan:** A resolution to accept and approve the December 2006 Airport Master Plan.

11. **General Aviation Fuel Opposition:** A resolution to express the City of Fayetteville's opposition to proposed federal legislation almost doubling the federal tax on general aviation fuel.

12. **Walker Properties II L.P:** A resolution approving a thirty-year ground lease with Walker Properties II L.P. for the construction of a hanger building at the Fayetteville Municipal Airport, Drake Field.

Need Budget Adj. & new resolution

13. **Community Development Block Grant:** A resolution approving the Community Development Block Grant (CDBG) Agreement for 2007 in the amount of $655,977.00.

Received more than the $655,977.00

14. **YouthCAN! Lease:** A resolution to approve a four year lease with YouthCAN! for the former Sang Avenue Senior Center.

15. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage.

B. UNFINISHED BUSINESS:

1. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00, plus a $20,000.00 contribution to the Walker Park Mural Project. **This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting.**

C. NEW BUSINESS:

1. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

2. **VAC 07-2570 (Vista Health):** An ordinance approving VAC 07-2570 submitted by H2 Engineering for property located at 4253 North Crossover Road, to vacate a utility easement and dedicate a new easement for the utilities, a total of 1,207.56 square feet.

3. **Amend §33.111 & §33.018:** An ordinance to repeal §33.111 of the Fayetteville Code, to enact a replacement §33.111 Removal of Planning Commissioners, and to enact a new subsection (C) in §33.018 Parks and Recreation Advisory Board.

Consent 4. **Habitat for Humanity Contract Amendment:** A resolution approving contract Amendment #1 to the real estate sales contract with Habitat for Humanity of Washington County, Inc.

5. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with BlueInGreen, LLC for the installation of a Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00; and approving a contingency of $5,000.00.

6. **Brooks-Hummel Nature Preserve:** A resolution to approve the purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in the amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a conservation easement on this property for $179,500.00; and approve a budget adjustment in the amount of $495,000.00.

Change resolution / Consent 7. **Yvonne Richardson Community Center:** A resolution to approve a budget adjustment in the amount of $27,884.00.

Resolution should read approximate budget adjustment in the amount of $ 27,884.00

D. INFORMATIONAL:

City Council Tour: ~~June 4, 2007~~ NONE

E. PRESENTATIONS AND DISCUSSIONS:

Farmington De-annexation Discussion: An ordinance simultaneously detaching territory from the City of Fayetteville and annexing said territory into the City of Farmington, pursuant to A.C.A. 14-40-2101 - **Agenda Session Only - To determine if the Council wants it on the agenda.**

Citizen Survey Discussion, Susan Thomas - Agenda Session Only

Fayetteville Attainable Workforce Housing Policy White Paper Discussion, Leif Olson - Agenda Session Only

~~**Wastewater System Improvement Project Update - David Jurgens, Water/Wastewater Director**~~

Pre Agenda Session Meeting
5/23/07

Mayor Dan Coody

City Attorney Kit Williams

City Clerk Sondra Smith

Aldermen

Ward 1 Position 1 – Adella Gray
Ward 1 Position 2 – Brenda Thiel
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Roll Call
Pledge of Allegiance

Move to End of Agenda

Citizen Survey Discussion, Susan Thomas - Agenda Session Only.

Wastewater System Improvement Project Update - David Jurgens, Water/Wastewater Director

Affordable Housing Discussion – Lif Olson

A. CONSENT:

1. **Approval of the May 15, 2007 City Council meeting minutes.**

2. **Arkansas Highway and Transportation Department (AHTD) Refund:** A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.

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8. **Selective Traffic Enforcement Program Grant:** A resolution accepting additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a budget adjustment recognizing the increased grant revenue.

9. **McClelland Consulting Engineers, Inc:** A resolution approving Amendment No. 1 to the basic agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services.

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12. **Walker Properties II L.P:** A resolution approving a thirty-year ground lease with Walker Properties II L.P. for the construction of a hanger building at the Fayetteville Municipal Airport, Drake Field.

13. **Community Development Block Grant:** A resolution approving the Community Development Block Grant (CDBG) Agreement for 2007 in the amount of $655,977.00.

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15. **Reliance Standard Insurance Coverage:** A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage. ~~(Waiting on Addendum)~~ Run without addendum

Move to next Page

B. UNFINISHED BUSINESS:

1. **Walker Park Cell Tower:** A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00, plus a $20,000.00 contribution to the Walker Park Mural Project. **This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting.**

C. NEW BUSINESS:

1. **R-PZD 07-2531 (P.A.H. Facility):** An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

2. **VAC 07-2570 (Vista Health):** An ordinance approving VAC 07-2570 submitted by H2 Engineering for property located at 4253 North Crossover Road, to vacate a utility easement and dedicate a new easement for the utilities, a total of 1,207.56 square feet.

3. **Habitat for Humanity Contract Amendment:** A resolution approving contract Amendment #1 to the real estate sales contract with Habitat for Humanity of Washington County, Inc.

4. **BlueInGreen, LLC:** An ordinance waiving the requirements of formal competitive bidding and approving a contract with BlueInGreen, LLC for the installation of a Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00; and approving a contingency of $5,000.00.

Walk on Tuesday if the Mayor signs

5. ~~**Firefighter Physical Health & Safety:** A resolution to approve the Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville firefighters.~~

6. **Brooks-Hummel Nature Preserve:** A resolution to approve the purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in the amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a conservation easement on this property for $179,500.00; and approve a budget adjustment in the amount of $495,000.00.

move to Next agenda

7. ~~**Smith Communications Cell Tower Site:** A resolution to approve a lease with Smith Communications for a cell tower site in the South Industrial site for an initial rental of between $1,000.00 and $2,000.00 monthly depending on the type of cell tower approved and the need for the city to use the tower for its own antennas.~~

8. **Yvonne Richardson Community Center:** A resolution to approve a budget adjustment in the amount of $27,884.00.

move # 3

9. **Amend §33.111 & §33.018:** An ordinance to repeal §33.111 of the Fayetteville Code, to enact a replacement §33.111 Removal of Planning Commissioners, and to enact a new subsection (C) in §33.018 Parks and Recreation Advisory Board.

D. INFORMATIONAL:

City Council Tour: June 4, 2007

FAYETTEVILLE
THE CITY OF FAYETTEVILLE, ARKANSAS

KIT WILLIAMS, CITY ATTORNEY
DAVID WHITAKER, ASST. CITY ATTORNEY

LEGAL DEPARTMENT

DEPARTMENTAL CORRESPONDENCE

TO: **Dan Coody**, Mayor

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **June 6, 2007**

RE: **Ordinances and Resolutions prepared by the City Attorney's Office and passed at the City Council meeting of June 5, 2007**

1. **AHTD Refund:** Resolution approving refund to AHTD for overpayment of reimbursement related to water and sewer relocations for Hwy. 265 widening project; and approving budget adjustment in amount of $254,467.83;

2. **Bid #07-34 – Dean Crowder Construction:** Resolution awarding Bid #07-34 and approving a contract with Dean Crowder Construction, Inc. in amount of $3,737,966.15 for construction of Broyles Road, WSIP Subproject WP-1b; and approving 10% contingency in amount of $374,000.00;

3. **Bid #07-38 – Crossland Heavy Contractors, Inc.:** Resolution awarding Bid #07-38 and approving contract with Crossland Heavy Contractors, Inc. in amount of $1,527,000.00 for renovation of Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7; and approving 5% contingency in amount of $76,000.00;

4. **Garver Engineering, Inc.:** Resolution approving Amendment No. 1 to contract with Garver Engineering, Inc. in amount of $231,750.00 for design and construction phase services for construction of Mt. Sequoyah Water and Sewer Improvement project; and approving contingency of $15,000.00;

5. **Bid #07-41 – T-G Excavating:** Resolution awarding Bid #07-41 and approving contracts with T-G Excavating, Inc. in amount of $822,222.00 and contingency in amount of $41,000.00 and with Insituform Technologies, Inc. in amount of $178,834.50 and contingency in amount of $9,000.00 for construction of Farmington Sanitary Sewer Rehabilitation; and approving budget adjustment in amount of $395,000.00 to accept funds from City of Farmington;

6. **Bid #07-42 – Midland Construction, Inc.:** Resolution awarding Bid #07-42 and approving contract with Midland Construction, Inc. in amount of $117,332.00 for construction of Gulley Park Bioswale and parking lot project; approving 10% contingency in amount of $11,733.00 and approving budget adjustment in amount of $69,243.00;

7. **Selective Traffic Enforcement Program (STEP) Grant:** Resolution accepting additional funding under the 2006-2007 STEP Grant in amount of $30,000.00 for purpose of paying overtime to officers engaged in enforcement of DWI/DUI and seatbelt laws and approving budget adjustment recognizing increased grant revenue;

8. **McClelland Consulting Engineers, Inc.:** Resolution approving Amendment No. 1 to Basic Agreement with McClelland Consulting Engineers, Inc. approving a one year extension to provide airport engineering services;

9. **Airport Master Plan:** Resolution accepting and approving the December 2006 Airport Master Plan;

10. **General Aviation Fuel Opposition:** Resolution expressing City of Fayetteville's opposition to proposed federal legislation almost doubling federal tax on General Aviation fuel;

11. **Walker Properties II L.P.:** Resolution approving thirty year ground lease with Walker Properties II L.P. for construction of a hangar building at Fayetteville Municipal Airport, Drake Field;

12. **Community Development Block Grant:** Resolution approving CDBG agreement for 2007 in amount of $655,977.00;

13. **YouthCAN! Lease:** Resolution approving four year lease with YouthCAN! For former Sang Avenue Senior Center;

14. **Habitat for Humanity:** Resolution approving contract Amendment #1 to Real Estate Sales Contract with Habitat for Humanity of Washington County;

15. **Yvonne Richardson Community Center:** Resolution approving budget adjustment in an amount not to exceed $27,884.00;

16. **Farmington De-annexation:** Ordinance concurring with Farmington Ordinance No. 2007-08, providing for the voluntary detachment of certain lands from the City of Fayetteville and attaching said lands to the City of Farmington;

17. **Amend §33.111 & §33.018:** Ordinance repealing §33.111 of the Fayetteville Code, to enact a replacement of §33.111 **Removal of Planning Commissioners**, and to enact a new subsection (C) in §33.018 **Parks and Recreation Advisory Board**;

18. **BlueInGreen, LLC:** Ordinance waiving requirements of formal competitive bidding and approving contract with BlueInGreen, LLC for installation of a supersaturated Dissolved Oxygen Injector for Noland Wastewater Treatment Plan in amount of $66,460.00 and approving a contingency of $5,000.00;

19. **Brooks-Hummel Nature Preserve:** Resolution approving purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a Conservation Easement on the property for $179,500.00 and approving budget adjustment in amount of $495,000.00;

20. **Firefighter Physical Exam Procedure:** Ordinance approving Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville Firefighters;

21. **Divinity Hotel & Condos Appeal:** Resolution repealing Resolution No. 122-06.

Arkansas Democrat Gazette
NORTHWEST ARKANSAS EDITION
Northwest Arkansas Times
Benton County Daily Record
P. O. BOX 1607
FAYETTEVILLE, AR 72702
PHONE: 479-571-6415

AFFIDAVIT OF PUBLICATION

I, Nathan Bogart, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of

City of Fayetteville: Final Agenda
Was inserted in the Regular Editions on:
June 4, 2007

Publication Charge: $205.73

Subscribed and sworn to before me
This day of , 2007.
25th June
Notary Public
Sean-Michael Argo
My Commission Expires:
07-25-2013

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

RECEIVED
JUN 26 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Official Seal
SEAN-MICHAEL ARGO
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 07-25-2013

Monday, June 4, 2007

FINAL AGENDA
CITY OF FAYETTEVILLE ARKANSAS
CITY COUNCIL MEETING
JUNE 5, 2007

Fayetteville ARKANSAS

A meeting of the Fayetteville City Council will be held on June 5, 2007 at 6:00 PM in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Call to Order
Roll Call
Pledge of Allegiance

Wastewater System Improvement Project Update - David Jurgens, Water/Wastewater Director

A. CONSENT:
1. Approval of the May 15, 2007 City Council meeting minutes.
2. Arkansas Highway and Transportation Department (AHTD) Refund: A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for overpayment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.
3. Bid # 07-34 Dean Crowder Construction, Inc: A resolution awarding Bid # 07-34 and approving a contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b; and approving a 10% project contingency in the amount of $374,000.00.
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B. UNFINISHED BUSINESS:
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D. INFORMATIONAL:
City Council Tour: None

RECEIVED
JUN 26 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Arkansas Democrat Gazette

NORTHWEST ARKANSAS EDITION

Northwest Arkansas Times

Benton County Daily Record

P. O. BOX 1607

FAYETTEVILLE, AR 72702

PHONE: 479-571-6421

AFFIDAVIT OF PUBLICATION

I, Nathan Bogart, do solemnly swear that I am Legal Clerk of the Arkansas Democrat Gazette newspaper. Printed and published in Benton County Arkansas, (Lowell) and that from my own personal knowledge and reference to the files of said publication, the advertisement of: FINAL AGENDA

Was inserted in the Regular Editions:

JUNE 4, 2007

Publication Charge: $200.45

Subscribed and sworn to before me
This 14th day of June, 2007.

Notary Public

Sean-Michael Argo

My Commission Expires:

07-25-2013

Do not pay from Affidavit, an invoice will be sent

RECEIVED
JUN 1 6 2007
CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

Official Seal
SEAN-MICHAEL ARGO
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 07-25-2013

Official Seal
SEAN-MICHAEL ARGO
Notary Public-Arkansas
WASHINGTON COUNTY
My Commission Expires 07-25-2013

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CITY COUNCIL MEETING
JUNE 5, 2007

Fayetteville
ARKANSAS

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1. Approval of the May 15, 2007 City Council meeting minutes.

2. Arkansas Highway and Transportation Department (AHTD) Refund: A resolution approving a refund to the Arkansas State Highway and Transportation Department (AHTD) for over-payment of reimbursement related to water and sewer relocations for the Highway 265 Widening Project; and approving a budget adjustment in the amount of $254,467.83.

3. Bid # 07-34 Dean Crowder Construction, Inc: A resolution awarding Bid # 07-34 and approving a contract with Dean Crowder Construction, Inc. in the amount of $3,737,966.15 for the construction of Broyles Road, WSIP Subproject WP-1b; and approving a 10% project contingency in the amount of $374,000.00.

4. Bid # 07-38 Crossland Heavy Contractors, Inc: A resolution awarding Bid # 07-38 and approving a contract with Crossland Heavy Contractors, Inc. in the amount of $1,527,000.00 for the renovation of the Gregg Avenue Sewer Lift Station, WSIP Subproject WL-7; and approving a 5% project contingency in the amount of $76,000.00.

5. Garver Engineering, Inc: A resolution approving contract Amendment No. 1 to the contract with Garver Engineering, Inc. in the amount of $231,750.00 for design and construction phase services for the construction of the Mt. Sequoyah Water & Sewer Improvement Project; and approving a contingency of $15,000.00.

6. Bid # 07-41 T-G Excavating: A resolution awarding Bid # 07-41 and approving contracts with T-G Excavating, Inc, in the amount of $822,222.00 and a contingency in the amount of $41,000.00 and with Insituform Technologies, Inc. in the amount of $178,834.50 and a contingency in the amount of $9,000.00 for construction of the Farmington Sanitary Sewer Rehabilitation; and approving a budget adjustment in the amount of $395,000.00 to accept funds from the City of Farmington.

7. Bid # 07-42 Midland Construction, Inc: A resolution awarding Bid # 07-42 and approving a contract with Midland Construction, Inc. in the amount of $117,332.00 for the construction of the Gulley Park Bioswale and Parking Lot Project; approving a 10% project contingency in the amount of $11,733.00; and approving a budget adjustment in the amount of $69,243.00.

8. Selective Traffic Enforcement Program Grant: A resolution accepting additional funding under the 2006-2007 Selective Traffic Enforcement Program (STEP) Grant in the amount of $30,000.00 for the purpose of paying overtime to officers engaged in the enforcement of DWI/DUI and seatbelt laws; and approving a budget adjustment recognizing the increased grant revenue.

9. McClelland Consulting Engineers, Inc: A resolution approving Amendment No. 1 to the basic agreement with McClelland Consulting Engineers, Inc. approving a one-year extension to provide airport engineering services.

10. Airport Master Plan: A resolution to accept and approve the December 2006 Airport Master Plan.

11. General Aviation Fuel Opposition: A resolution to express the City of Fayetteville's opposition to proposed federal legislation almost doubling the federal tax on general aviation fuel.

12. Walker Properties II L.P: A resolution approving a thirty-year ground lease with Walker Properties II L.P. for the construction of a hanger building at the Fayetteville Municipal Airport, Drake Field.

13. Community Development Block Grant: A resolution approving the Community Development Block Grant (CDBG) Agreement for 2007 in the amount of $655,977.00.

14. YouthCAN! Lease: A resolution to approve a four year lease with YouthCAN! for the former Sang Avenue Senior Center.

15. Reliance Standard Insurance Coverage: A resolution approving an addendum to the contract with Reliance Standard for employee Life and Long Term Disability insurance coverage.

16. Habitat for Humanity Contract Amendment: A resolution approving contract Amendment #1 to the real estate sales contract with Habitat for Humanity of Washington County, Inc. in the amount of $27,884.00.

B. UNFINISHED BUSINESS:

1. Walker Park Cell Tower: A resolution to approve a twenty-five year lease with Callahan Tower Joint Venture for a small lot in Walker Park for a monopine cell tower at an annual rent of between $12,000.00 and $54,000.00, plus a $20,000.00 contribution to the Walker Park Mural Project. This resolution was Tabled at the May 1, 2007 City Council meeting to the June 5, 2007 City Council meeting.

C. NEW BUSINESS:

1. Farmington De-annexation: An ordinance concurring with Farmington Ordinance No. 2007-08, providing for the voluntary detachment of certain lands from the City of Fayetteville, and attaching said lands to the City of Farmington.

2. R-PZD 07-2531 (P.A.H. Facility): An ordinance establishing a residential planned zoning district titled R-PZD 07-2531, P.A.H. Facility, located at Ivey Lane, 1/4 mile east of highway 265; containing approximately 3.00 acres; amending the official zoning map of the City of Fayetteville; and adopting the Associated Master Development Plan.

3. VAC 07-2570 (Vista Health): An ordinance approving VAC 07-2570 submitted by H2 Engineering for property located at 4253 North Crossover Road, to vacate a utility easement and dedicate a new easement for the utilities, a total of 1,207.56 square feet.

4. Amend §33.111 & §33.018: An ordinance to repeal §33.111 of the Fayetteville Code, to enact a replacement §33.111 Removal of Planning Commissioners, and to enact a new subsection (C) in §33.018 Parks and Recreation Advisory Board.

5. BlueInGreen, LLC: An ordinance waiving the requirements of formal competitive bidding and approving a contract with BlueInGreen, LLC for the installation of a Supersaturated Dissolved Oxygen Injector for the Noland Wastewater Treatment Plant in the amount of $66,460.00; and approving a contingency of $5,000.00.

6. Brooks-Hummel Nature Preserve: A resolution to approve the purchase of about 13.75 acres for a city park to be named the Brooks-Hummel Nature Preserve in the amount of $495,000.00 and to sell the Fayetteville Natural Heritage Association a conservation easement on this property for $179,500.00; and approve a budget adjustment in the amount of $495,000.00.

7. Firefighter Physical Exam Procedure: An ordinance to approve the Firefighter Physical Exam Procedure to help ensure the physical health and safety of Fayetteville Firefighters.

D. INFORMATIONAL:

City Council Tour: None

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