

AGENDA

FAYETTEVILLE CITY COUNCIL MEETING NOVEMBER 17, 1998

A meeting of the Fayetteville City Council will be held on November 17, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of Minutes from November 3, 1998 meeting.
- B. BID 98-82:** A resolution approving the construction contract with Tomlinson Asphalt Company, Inc. in the amount of \$ 87,332.74 for Bid No. 98-82, Lake Fayetteville Dam Erosion and Seepage Control, approval of a project contingency of \$20,000 and approval of a budget adjustment of \$35,520.74 to be taken from "Miscellaneous Drainage Improvement".
- C. BID 98-83: REMOVED FROM CONSENT.** Item has been placed under New Business, III.A.
- D. BID 98-97:** A resolution awarding the Walker Park play ground bid to John Westin Concrete, Inc. in the amount of \$59,859.04. This project is also partially funded by the Arkansas State Parks Outdoor Recreation Grants Program in the amount of \$30,000 in addition to funds in the Parks' C.P.
- E. GIRLS SOFTBALL COMPLEX:** A resolution approving a contract with Perry Butcher and Associates for the design, supervision, and construction of Phase III of the Girls Softball Complex near Holcomb Elementary School. The architectural costs are \$15,750 plus an amount not to exceed \$3,000 for reimbursable expenses for a total of \$18,750.
- F. BID 98-90:** A resolution awarding the Wilson Park Castle renovation project, Bid 98-90 to Heckathorn Construction in the amount of \$51,226 project contingency and budget adjustment.
- G. TURNBACK REVENUES:** A resolution approving a two- year renewal of an agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

- H. **INSURANCE CONTRACT: REMOVED FROM CONSENT.** Item has been placed under New Business, III.B.
- I. **DICKSON STREET ENHANCEMENT:** A resolution indicating a willingness to utilize federal funding for the Dickson Street and Vicinity Enhancement Project.
- J. **GREGG STREET IMPROVEMENTS:** A resolution authorizing the Mayor to execute an Agreement of Understanding with the Arkansas Highway and Transportation Department relative to the improvement of Gregg Street from Highway 71B to Mud Creek Bridge.
- K. **ARLINGTON TERRACE:** A resolution approving an increase in the budget for the Arlington Terrace Project by \$11,500.00, approval of the associated budget adjustment, and an increase in the project contingency by \$11,500.00.

II. OLD BUSINESS

- A. **CAPITAL IMPROVEMENT PROGRAM:** A resolution approving the 1999-2003 Capital Improvement Program.
- B. **HOUSING CODE:** An ordinance repealing Chapter 155: Minimum Housing Code, Code of Fayetteville; and adopting the Standard Housing Code, 1997 Edition.
- C. **NOTIFICATION REQUIREMENT FOR BLASTING:** An ordinance amending Chapter 157, Notification and Public Hearings, of the Code of Fayetteville, to add Section 157.08, Fire Prevention Code, Requiring notification to residential property owners within 200 yards of a blasting site.

III. NEW BUSINESS

- A. **BID 98-83:** A resolution awarding the Veterans Memorial Park project to Heckathorn Construction Company, Inc. in the amount of \$149,621. The project consists of a year round restroom building and parking improvements.
- B. **INSURANCE CONTRACT:** A resolution renewing the Blue Cross Blue Shield Group Medical Contract for policy year 1-1-99-12-31-99.
- C. **PROPERTY ACQUISITION:** A resolution authorizing the acquisition of 320.00 acres of land located between Washington County Roads #648 and #649, south of Highway 16 West and north of Highway 62, for the possible location of a second waste water treatment facility. Properties to be acquired from James McClelland Jr., H.M. and Norma Lee Ship, Broyles Farm Corp. and Calvin and Wanda Sue Hammond. Approval should include closing cost associated with the purchase of these lands. Budget adjustment approval required.
- D. **LEGAL DESCRIPTION CORRECTION:** An ordinance correcting the legal description for Vacation 94-2, City Ordinance 3835.
- E. **OFF STREET PARKING LOT DESIGN:** An ordinance revising the UDO, Off Street Parking Lot Design requirements, in reference to landscaping.

- F. OVERLAY DISTRICT:** An ordinance revising the Overlay District provisions of the zoning ordinance to eliminate sections contained within the Commercial Design Standards.
- G. TERM LIMITATIONS:** A resolution revising the Rules of Order of the Fayetteville Mayor/City Council by repealing Section (H)(2)(d) and thereby allowing a person to serve longer than two consecutive terms on any city commission or board.
- H. RUNWAY RE-STRIPING:** A resolution approving the contract with Time Striping, Inc. in the amount of \$44,631.00 for the re-striping of the runway and taxiways and approval of a \$2,500 contingency.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

COUNCIL

11-17-98

	ROLL				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
+ RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA	✓				
	KW CY. CONSENT				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
Y RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					
	-7-0-0				
	KW DR. CIP				
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
X RUSSELL	✓				
TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					
	7-0-0.				

	Housing CODE	H DP 2nd DP	H 3rd DP		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
WILLIAMS	✓	✓	✓		
MAYOR HANNA					
	2nd BLASTING DP	3rd DP HD	87-0-0.		
SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
RUSSELL TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
WILLIAMS	✓	✓	✓		
MAYOR HANNA					
	5 DP B10 98-23		6-1-0.		
SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
RUSSELL TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					
	7-0-0.				

*Need
handout
See below*
 HP put 1070 man
 LS
 INSURANCE

SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
Russell TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					

7-0-0.
 Prop.
 Acg. X 42
 DP.

SCHAPER	✓				
DANIEL	✓				
YOUNG	✓				
Russell TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					

7-0-0.
 WLS 2nd
 LEGAL
 (correction)
 322
 LS
 AD
 annual

SCHAPER	✓	✓	✓		
DANIEL	✓	✓	✓		
YOUNG	✓	✓	✓		
Russell TRUMBO	✓	✓	✓		
PETTUS	✓	✓	✓		
WILLIAMS	✓	✓	✓		
MAYOR HANNA					

7-0-0

CS 2ND.
HD.

OFF-ST.
PARK. (RD)

SCHAPER

DANIEL

YOUNG

TRUMBO

PETTUS

WILLIAMS

MAYOR HANNA

CU to model
HD sample
OVERLAY 9/10.

SCHAPER

DANIEL

YOUNG

TRUMBO

PETTUS

WILLIAMS

MAYOR HANNA

70cm limit

SCHAPER

DANIEL

YOUNG

TRUMBO

PETTUS

WILLIAMS

MAYOR HANNA

NO waste

	1602 L5. Runway.				
SCHAPER	✓				
DANIEL	✓	x			
YOUNG	✓				
x Russell TRUMBO	✓				
PETTUS	✓				
WILLIAMS	✓				
MAYOR HANNA					
	7-0-0				
SCHAPER					
DANIEL					
YOUNG					
TRUMBO					
PETTUS					
WILLIAMS					
MAYOR HANNA					
SCHAPER					
DANIEL					
YOUNG					
TRUMBO					
PETTUS					
WILLIAMS					
MAYOR HANNA					

**FINAL AGENDA
CITY COUNCIL
NOVEMBER 17, 1998**

AGENDA SESSION:

- BID 98-90, Wilson Park Castle renovations
number this I.F.1-12
- CIP PROGRAM- Street Committee changes
number this II.A.
- PROPERTY ACQUISITION- second waste water treatment facility
number this III.C.1-55
- LEGAL DESCRIPTION CORRECTION- Vacation 94-2
number this III.D.1-16
- UDO REVISIONS
number this III.E and F.
- TERM LIMITATIONS- revising rules of order
number this III.G.1
- RUNWAY RE-STRIPING
number this III.H.1-42

ATTACHED HERE

- MINUTES- November 3, 1998
number this I.A.1-8
- CIP PROGRAM-revised
number this II.A.

NOVEMBER 3, 1998

A MEETING OF THE FAYETTEVILLE CITY COUNCIL

A meeting of the Fayetteville City Council was held on November 3, 1998, at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas

PRESENT: Alderman Williams, Alderman Daniel, Alderman Young, Alderman Trumbo, Alderman Pettus, City Attorney Jerry Rose, City Clerk/Treasurer Heather Woodruff, Staff, Press, Audience

ABSENT: Mayor Fred Hanna, Alderman Schaper, Alderman Miller

In Mayor Hanna's absence, Alderman Kit Williams presided as vice-mayor.

CONSENT AGENDA:

MINUTES: Approval of minutes from October 20, 1998, meeting.

HOME GRANT: A resolution approving a contract with Arkansas Development Finance Authority for 1998 Home Grant funds in the amount of \$60,111. The grant will be used for housing rehabilitation and will be administered by the Community Development Division.

RESOLUTION 140-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-70: A resolution approving the bid award to River City Hydraulics in the amount of \$34,778 for the purchase of ten roll-off containers and future unit prices for use in the materials handling process at the recycling center.

RESOLUTION 141-98 AS RECORDED IN THE CITY CLERK'S OFFICE

BID 98-64: A resolution approving the award of Bid 98-64 to Ameri-Kan for solid waste containers used in our container lease and purchase program.

RESOLUTION 142-98 AS RECORDED IN THE CITY CLERK'S OFFICE

HOME BUYER PROGRAM: A resolution approving an Offer and Acceptance Contract for the sale of a home as part of the Community Development Home Buyer Program.

RESOLUTION 143-98 AS RECORDED IN THE CITY CLERK'S OFFICE

The motion was made by Alderman Daniel to approve the Consent Agenda. The motion was seconded by Alderman Pettus. Upon roll call, the motion carried with a vote of 5-0-0.

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OLD BUSINESS:

CAPITAL IMPROVEMENT PROGRAM: Alderman Williams introduced a resolution approving the 1999-2003 Capital Improvement Program.

Alderman Williams noted that the only point of contention seemed to be the proposed connection between Prospect and Cleveland Streets across the railroad tracks. He summarized the history of the street development plan and explained how and why this particular project was planned. Its purpose was to divert traffic away from Wilson Street and the City Park by giving an easier, safer route to the university. The project has been in various stages of development since 1995 and it was assumed that citizens had ample opportunity to respond and voice concerns. Because many citizens in the affected neighborhoods have now come forth to disagree with the proposed city road project, he believed that the Prospect/Cleveland Street connection and potential Gregg Street improvements should be cancelled and placed into the unfunded list of capital improvement projects. He further suggested that a vote on the CIP be postponed until the next Council meeting so the Prospect/Cleveland Street connection can be cancelled by the Street Committee and replaced with more worthy projects.

Alderman Williams opened this topic (and any other issue on the CIP) to other alderman for comments.

Alderman Trumbo stated it is unfortunate the plan met with so much controversy and that people felt the issue was not adequately discussed publicly. He suggested that the notification process be redefined in order to get more input from neighborhoods, incorporate the University of Arkansas with their plans and their traffic studies, and make everyone feel a part of the process.

Upon inquiry, Mr. Charles Venable responded that, even though he felt it is a worthwhile project, he did not have a problem with taking this plan off the CIP list as there are plenty of other places to spend the money.

Alderman Daniel stated that the issue should be brought before the Street Committee again for a second look, but she felt it was premature to simply dismiss it.

Alderman Young commented on the difference between someone being in charge of the traffic division and a traffic engineer. He felt that the citizens were referring to someone who deals with the flow of traffic in the future, not one who deals with retrofitting what is here right now. In conjunction with that, if this project is taken out of CIP, he strongly suggested that this be coupled with a comprehensive study of the area - the university, all the residents, and particularly the Dickson Street to North connection and where that is going to go. All the traffic patterns in the area should be studied. As previously mentioned, traffic is a very big problem, but preserving neighborhoods is also a very big problem. It is not only important to the residents, but to all of

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Fayetteville.

Alderman Trumbo stated it might be an opportune time to discuss the possibilities of funding a full-blown traffic study. Some problems we have to face are the infrastructure and the traffic concerns, so this might be the time to weigh the options of a traffic engineer and/or a full blown comprehensive study to be funded to look at the traffic patterns for the next 20 years.

Alderman Pettus felt that all suggestions should be considered, but cautioned that everyone should be logical and reasonable. She expressed a lot of confidence in Mr. Venable and stated that he should be listened to as well.

Alderman Williams asked for a show of hands of Wilson Park area residents who support removing the Cleveland to Prospect project from the current funded CIP. He then invited those who wished to make brief statements to do so.

Bob Brandon came forward to introduce the Wilson Park Neighborhood Association. He stated that the Association is asking for three things: (1) postpone the connection between Prospect and Cleveland until such time as a comprehensive study of the problem of getting traffic from the university and Dickson Street to North Street can be completed, (2) change the designation of Prospect Street back to a local street, and (3) commit some City resources to help the neighborhood take the lead in developing a comprehensive plan for a connector between Dickson, the university, and North Street. He then introduced Steve Frankenburger who is spokesperson for the neighborhood organization, and stated that a few other members wished to speak briefly.

Steve Frankenburger announced that the Neighborhood Association is very new, having just been formed for the first time. He stated that the Association wants to see a full-fledged plan because, whether the Cleveland-Prospect project helps or hurts their neighborhood depends upon how the rest of the plan fits in. If it involves a north side corridor, uses Gregg Street from North to Prospect, it will be bad for everyone. The Association does not have a plan, but would like to sit down with the City and make one.

Judith Levine complimented both Mr. Venable and Mr. Rutherford for the work they have done. She emphasized the Park District safety issue, commenting that there are no sidewalks in some Park areas, and no crosswalks for school children. She discussed the hazards resulting from the university traffic traveling from Gregg to Wilson to Maple Streets and noted that this dangerous situation exists because there is a lack of access to university and the downtown area from the northern parts of the city. She sees the real problem as the lack of a north-south corridor and suggested that the City and the University pool resources to fund a comprehensive, long-range traffic analysis and plan to preserve the neighborhoods. She requested three things of the City Council: (1) do not connect Prospect and Cleveland, (2) amend the master plan to reflect the non-collector status of these two streets, and (3) develop a unified plan for a north-south connection to the university and downtown.

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Alderman Trumbo addressed the concern that people felt they had not been notified properly. He wondered what other notification processes might be more satisfactory. Several suggestions were made, among them, posting signs before significant meetings, and sending letters to people who lived in close proximity to proposed capital improvements.

Mr. Frankenberger stated that it would be a good issue for the Park Association to take up - and perhaps invite City Council to speak to the group, providing a good source of communication both upwards and downwards. He stated that, to some extent, it was the Association's responsibility to provide the avenue for that notification.

Alderman Williams mentioned that, every five years, the street commission makes major revisions to the Master Street Plan and there is opportunity for public comment.

Mr. Venable commented that the north-south issue is a very tough one, will take a lot of study, and there may never be a totally satisfactory solution.

Janice Ryan stated that she is relatively new in the District and has not been around to be aware of the various notifications. She was also interested in what will happen to Gregg Street. She further stated that she measured the distance between North and Maple (.5 mile), the next major east-west street being Township - another 1.3 miles - and felt that the need for major east-west streets seems to be north, not south, of North Street. Don't need faster traffic in the area. Don't make the park a worse place.

Kent Walker commented that he has lived in the Park area since he was a child. He felt the area would be much more dangerous for walkers and joggers if Cleveland and Prospect are connected as the traffic would move much faster.

Mrs. John York opposed anything which would increase Wilson Street traffic.

Alice Matthews entered a plea to preserve the "specialness" of the Park area from generation to generation. It has been a safe place and she hopes it will remain so.

Candy Clark, in unison with her neighbors, said she is committed to work with the City, thanked the Council for their consideration in removing the Prospect-Cleveland connection from the current street improvement plan, and expects a plan to be found with which they all can live and be proud of.

Charles Axtell suggested putting up signs for public input BEFORE money is spent on an engineering plan, rather than after, as this may be too late in the process. Would like to participate from the beginning.

Alderman Trumbo asked Mr. Venable about the logistical chronology of events, from an

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engineering and planning standpoint, in concept development. He assumed some kind of engineering is necessary before a plan can be presented.

Mr. Venable explained the usual procedure which is doing preliminary work, holding meetings to present information, then programming the project before construction begins. He told the group that a certain amount of engineering has to be done before you can go to the public..

Alderman Williams noted that information is presently communicated to citizens through a number of avenues, but apparently others need to be found. He said perhaps notification signs could be erected in affected areas when projects are scheduled to be discussed in specific meetings. If people have concerns, they can express them then.

Alderman Pettus suggested publishing agendas for Street Committee meetings. Could also publish a list of the projects. For future councils, this is something that might should be suggested.

Alderman Williams commented that nothing motivates a community as much as streets. He admitted that he, too, is a little bit biased when it comes to City Park (Wilson Park), as he played there as a child. He said again, that this project was designed to try to help, not hurt, City Park. It still might need to be done sometime in the future, but now does not seem to be the time.

Craig Morris suggested sending out notices with the water bill. He, as many other people, normally does not catch the televised news, and often is not able to come to some of the "pre-meetings" that take place, and if you don't read the local newspaper regularly, you miss those notifications. It's a difficult process, but if an effort could be made for a mailing process, or posting process (signs), it would help a lot.

Alderman Pettus stated that signs would likely be the solution - water bills wouldn't help too much because street committee meetings come up more quickly than people would get the water bills.

Mr. Morris agreed and stated that the signs would get the users, not just the neighborhood itself.

Tim de Noble (509 Forest) stated that any study on traffic needs to include a study of how pedestrians get around. This is another reason the university should contribute. Anything we do should be done to promote pedestrian travel within the center of the city. Any actions considered outside the center of the city should consider how they might impinge upon that pedestrian traffic within the city.

Alderman Trumbo commented that the City certainly agrees and stated they had quintupled the amount of money for sidewalks, and were working on a master plan for sidewalks throughout the city. A problem is that, at one time there was no sidewalk ordinance, so sidewalks were not built and now we are paying the price. Right now the priorities are to repair sidewalks on continuous

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properties with the schools.

Kendall Curlee felt it important to preserve green space, and where possible, provide hike and bike trails. In that interest, running a north-south connector near railroad tracks would be useful.

Moving on to another issue, Jeff Erf (2711 Woodcliff Road) noticed on the CIP that Drake Field has about one and one-half million dollars of capital improvements scheduled. He wondered about the source of funding for that

Alderman Williams replied that it is money the airport itself generates. It's not general revenue from the city.

Mr. Erf continued that another project - not part of the CIP but one that would affect Fayetteville residents - was the toll road from the by-pass to the new regional airport. He wondered if the City Council has a position on that road.

Alderman Williams stated that it is outside the city's jurisdiction and the Council takes no position on that.

Alderman Williams asked for other comments concerning capital improvement projects.

Rick Kinner stated that he just moved here from Austin two weeks ago and is looking at a house which backs up to Cleveland and he was concerned that Cleveland might be widened at that point. He was assured that there are no plans to widen Cleveland. In fact the only plan for Cleveland on that end of town is to continue sidewalks.

Alderman Williams stated they would leave the CIP at that point. The issues would be taken up again the following evening at the street commission meeting.

NEW BUSINESS:

HOUSING CODE: Alderman Williams introduced an ordinance repealing Chapter 155: Minimum Housing Code, Code of Fayetteville; and adopting the Standard Housing Code, 1997 Edition.

City Attorney Rose read the ordinance.

Alderman Williams announced there were not enough people to move this along.

Mr. Venable stated that a memorandum dated 10/29/98 would give an idea of what the differences are.

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Alderman Pettus suggested that it be left on second reading.

Alderman Williams asked for public discussion. There was none.

NOTIFICATION REQUIREMENT FOR BLASTING: Alderman Williams introduced an ordinance amending Chapter 157, Notification and Public Hearings, of the Code of Fayetteville, to add Section 157.08, Fire Prevention Code, Requiring notification to residential property owners within 200 yards of a blasting site.

City Attorney Jerry Rose read the ordinance.

Alderman Pettus stated that she proposed this ordinance. She recently received a call from a constituent who told her some blasting was frightening quite a few people in the neighborhood - thought it might have been a gas pipe explosion. The person was concerned that the neighborhood knew nothing of the blasting that was scheduled. This ordinance is designed to provide notification to residents of a neighborhood if any significant blasting is going to go on within 200 yards. She presented this for the Council's consideration.

Alderman Daniel asked if there is a time period for notification.

Alderman Pettus replied that one has not been established.

Alderman Young stated that it is not mentioned in the ordinance, but it is geared to the time that a person applies. Anytime after your application you may notify. It has to be, of course, prior to the blasting itself.

Alderman Daniel wondered if there is a certain period of time within which a permit must be secured before the blast occurs.

Alderman Young thought, technically, it had to be obtained a day before.

Alderman Pettus thought that notification needed to be as close to blasting time as possible so people won't forget.

Mr. Venable felt that 24 hours was an appropriate notification interval.

Alderman Daniel wondered if 24 hours gave blasters sufficient time to notify.

Alderman Young responded, if they can't notify, they can't blast.

Alderman Williams asked for public comment on blasting. There was none. This issue was left on first reading.

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MOTION TO AUTHORIZE MAYOR TO REIMBURSE WATER DAMAGES: Alderman Daniel related an emergency which had recently been directed to her attention. Following heavy rains, there was a sewer back-up which precipitated severe damage to a resident's new carpeting. The resident's insurance company felt the City was responsible and declined to cover damages. Alderman Daniel wondered if the City could reimburse the citizen for full damages.

David Jurgens (Water & Sewer Superintendent) stated that the existing policy is that the City waits for action by the homeowner's insurance company and will supplement that by no more than \$2500. In this particular case, reimbursement of \$2500 is far from adequate. The carpeting was new, very costly, uncleanable, and the homeowner was clearly not at fault. Mr. Jurgens told the Council that he had personally visited the home, examined the carpet, and had contacted her insurance company. During investigation of the case, he found that there was a blockage in the sewer main, due primarily to grease, and he felt it was reasonable for the City to reimburse.

Alderman Williams made a motion to authorize the Mayor to use his discretion to reimburse this citizen for full damages (approximately \$9000) out of his special fund.

The motion was seconded by Alderman Pettus. Upon roll call, the motion carried with a vote of 5-0-0.

MOTION FOR EARLY INSTATEMENT OF ALDERMAN IN WARD 2: Alderman Young remarked that Ward 2 is underrepresented. He requested that a special meeting of the Council be held to allow early instatement of the newly elected alderman from that ward.

Alderman Williams asked City Attorney Rose if any special notification was needed.

Mr. Rose responded that the City Clerk can take care of that.

The meeting adjourned at 7:48 p.m.

City of Fayetteville, Arkansas
1999 - 2003 Capital Improvements Program

Street Committee Changes - ATTACHMENT "A"

Project	1999	2000	2001	2002	2003	Total Request
<u>Sales Tax Capital Improvements Fund</u>						
<u>Original Submission:</u>						
Steele Property - Street Improvements	600,000					600,000
Cleveland Street - Garland to Frisco	810,000					810,000
Research & High Technology Park - Grant Match		200,000	200,000			400,000
	<u>1,410,000</u>	<u>200,000</u>	<u>200,000</u>			<u>1,810,000</u>
 <u>Street Committee Changes:</u>						
Steele Property - Street Improvements	300,000				300,000	600,000
Poplar Street Improvements	250,000					250,000
Sixth Street Improvements	560,000					560,000
Research & High Technology Park - Grant Match	300,000	200,000	200,000			700,000
	<u>1,410,000</u>	<u>200,000</u>	<u>200,000</u>		<u>300,000</u>	<u>2,110,000</u>



**DEPARTMENT OF
PARKS & TOURISM**

One Capitol Mall
Little Rock, AR 72201

Phone: 501-682-7777

FAX: 501-682-1364

History Commission
501-682-6900(V/T)

Personnel Section
501-682-7742(V/T)

State Parks Division
501-682-1191(V/T)

Tourism Division
501-682-7777(V/T)

Internet
www.arkansas.com

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GOVERNOR**

Richard W. Davies
EXECUTIVE DIRECTOR

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RECREATION
& TRAVEL
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Ness Sechrest

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Ovid Switzer

Wade Williams

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THE NATURAL STATE

November 16, 1998

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: Project #A-10244-98-WA
Walker Park Playground Renovation

Dear Mayor Hanna:

On October 23, 1998, Ms. Edmonston submitted copies of the bids the City of Fayetteville received for the Walker Park Playground Renovation. In the accompanying letter, she stated that the City is choosing to accept the bid from Westlin Concrete. The bids from TNT Construction and Midland Construction were rejected. Reasons were also provided for rejecting the two lower bids.

State purchasing requirements allow a community to reject those bids that do not meet the written specifications. The community can accept the lowest bid that meets the requirements and criteria set forth in the Invitation for Bids.

Please feel free to contact me at (501) 682-1227 if you have any further questions.

Sincerely,

Stephen Lienhart
Project Officer/State Trails Coordinator

cc: Connie Edmonston

RECEIVED

NOV 16 1998

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

AGENDA SESSION DISTRIBUTION CHECKLIST

DATE: _____

HANDOUTS:

CIP. /
VACATION
property purchase - west side - Resolution. Land acquisition.
oil Review. - holidays.
Rules of order / larger terms for committees & boards.

DISTRIBUTED TO:

_____ Stephen Miller

_____ Jerry Rose

✓ Kit Williams

_____ Alett Little

✓ Cyrus Young

_____ Steve Davis

✓ ^{Kyle Runkle}
~~Randy Zurcher~~

_____ NWAT

✓ Trent Trumbo

_____ M. News

✓ Donna Pettus

_____ KIX

✓ Len Schaper

_____ Democrat-Gazette

✓ Heather Daniel

_____ Robyn/Lana

✓ Mayor Hanna

_____ Jane

_____ Nancy Hendricks

_____ ~~Ben Mayes~~ Don Ban.

✓ Kevin Crosson

_____ Charlie Venable

NOTES:

RESOLUTION NO. _____

A RESOLUTION REVISING THE RULES OF ORDER OF THE FAYETTEVILLE MAYOR/CITY COUNCIL BY REPEALING SECTION (H)(2)(d) AND THEREBY ALLOWING A PERSON TO SERVE LONGER THAN TWO (2) CONSECUTIVE TERMS ON ANY CITY COMMISSION OR BOARD.

WHEREAS, Section (H)(2)(d) of the Rules of Order and Procedure of the Fayetteville Mayor/City Council now reads as follows:

H. CITIZEN COMMITTEES.

2. Selection of Members.

- d. Any person who has served two consecutive terms on any City commission or board shall not be eligible for re-appointment to the same commission or board until one term of office has expired, unless there are an insufficient number of qualified applicants to fill all vacancies.

WHEREAS, it is in the best interests of the citizens of the City of Fayetteville to allow persons to serve longer than two (2) consecutive terms on City commissions and boards.

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

Section 1. That Section (H)(2)(d) of the Rules of Order and Procedure of the Fayetteville Mayor/City Council is hereby repealed.

PASSED AND APPROVED this ____ day of _____, 1998.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

City of Fayetteville, Arkansas
1999 - 2003 Capital Improvements Program

Street Committee Changes - ATTACHMENT "A"

Project	1999	2000	2001	2002	2003	Total Request
<u>Sales Tax Capital Improvements Fund</u>						
<u>Original Submission:</u>						
Steele Property - Street Improvements	600,000					600,000
Cleveland Street - Garland to Frisco	810,000					
Research & High Technology Park - Grant Match		200,000	200,000			400,000
	<u>1,410,000</u>	<u>200,000</u>	<u>200,000</u>			<u>1,000,000</u>
<u>Street Committee Changes:</u>						
Steele Property - Street Improvements	300,000				300,000	600,000
Poplar Street Improvements	250,000					
Sixth Street Improvements	560,000					
Research & High Technology Park - Grant Match	300,000	200,000	200,000			700,000
	<u>1,410,000</u>	<u>200,000</u>	<u>200,000</u>		<u>300,000</u>	<u>1,300,000</u>

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of November 17, 1998

FROM:

Ed Connell *[Signature]*
 Name

Engineering
 Division

Public Works
 Department

ACTION REQUIRED: Approval of resolution authorizing the acquisition of 320.0 acres of land located between Washington County Roads #648 & #649, South of Highway 16 West and North of Highway 62, being the E½ of Section 14, Township 16 North, Range 31 West, for the possible location of a second waste water treatment facility. Properties to be acquired from James E. McClelland Jr., et al, H. M. and Norma Lee Shipp, Broyles Farm Corp. and Calvin and Wanda Sue Hammond. Approval should include closing cost associated with the purchase of these lands. Budget adjustment approval required.

COST TO CITY:

\$3,127,000
 Cost of this Request

\$ - 0 -
 Category/Project Budget

Waste Water Treatment Plant Exp.
 Category/Project Name

5400-5100-5805.00
 Account Number

\$ - 0 -
 Funds Used To Date

Program Name

98105-30
 Project Number

\$ - 0 -
 Remaining Balance

Water/Sewer Fund
 Fund

BUDGET REVIEW:

☒ Budgeted Item

☒ Budget Adjustment Attached

[Signature]
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

[Signature]
 Accounting Manager

11-9-98
 Date

[Signature]
 City Attorney

11-10-98
 Date

[Signature]
 Purchasing Officer

11-10-98
 Date

GRANTING AGENCY:

[Signature]
 Internal Auditor

11-10-98
 Date

ADA Coordinator

Date

STAFF RECOMMENDATION: Staff recommends acquisition of the total 320 acres so as to be able to annex the southern most portion of these properties for the possible use for as a second waste water treatment facility. It is possible that the northern 200 acres + could be used for a future golf course which could utilize effluent from the treatment plant and generate income from the land use. Time is of essence for these willing sellers due to various factors and outside pressures.

[Signature]
 Division Head

11-10-98
 Date

Cross Reference

Department Director

Date

New Item: Yes ☒ No ☐

Administrative Services Director

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

STAFF REVIEW FORM

Description Resolution approving the purchase of 320 acres on the West side of Fayetteville for a waste water treatment facility.
Meeting Date November 17, 1998

Comments:

Budget Coordinator

Reference Comments:

Accounting Manager

City Attorney

Purchasing Officer

ADA Coordinator

Internal Auditor

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

DATE: 11-10-98

TO: Fayetteville City Council

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

FROM: Ed Connell, Land Agent 

RE: West Side Land Purchase

On Thursday, October 29, 1998, the Water/Sewer Committee approved the City staff to enter into negotiations with willing property owners on the West side of Fayetteville for the possible location of a second waste water treatment facility. Offer and Acceptance contracts have been negotiated with four property owners, subject to approval by the Fayetteville City Council. Executed documents should be received from all parties during the week of November 9th, 1998. Copies of these contracts are included for reference purposes. With your approval, please submit this request to the Fayetteville City Council for acquisition approval of these properties in accordance with the contracts.

Attached, please find a diagram which depicts location of the properties under contract. In total, 316.5 acres of unimproved land and a 3.5 acre parcel with a residence will be acquired. The contract(s) price for these acquisitions amount to \$3,127,000. Some slight additional cost (> \$15,000) will be involved to close all of these transactions. Appraised market value for these properties was \$2,736,000. The contract(s) price represents about a 14% increase over appraised value. The City has the opportunity to acquire these properties from willing sellers at this time and it is important to the owners that these transactions take place in a minimum amount of time. Some of the owners have been the object of a group of people who oppose this project and these owners would like to get the sale of their property over with as quickly as possible.

The following summarizes the appraised and negotiated values on these properties:

<u>TRACT #</u>	<u>OWNERSHIP</u>	<u>ACREAGE</u>	<u>APPRAISAL (\$)</u>	<u>SETTLEMENT (\$)</u>
3	McClelland	100.0	900,000	1,040,000
4	Shipp	100.0	800,000	1,000,000
5	Broyles	116.5	932,000	967,000
6	Hammond	3.5	<u>104,000</u>	<u>120,000</u>
	TOTAL	320.0	2,736,000	3,127,000
			<u>+ 14.3 %</u>	

Funding is programmed into the 1999 budget for this land acquisition. Approximately $\frac{2}{3}$ of the acquisition cost could be required before the end of 1998 as some owners are anxious to close as soon as possible. Attached, please find a required budget adjustment for these funds.

CITY OF FAYETTEVILLE, ARKANSAS

1999 - 2003 CAPITAL IMPROVEMENTS PROGRAM

PROJECT DETAIL

PROJECT TITLE:	Wastewater Treatment Plant Expansion
REQUESTING DIVISION:	Water/Sewer & Engineering
FUNDING SOURCE:	Water & Sewer Fund
PROJECT CATEGORY:	Water & Sewer Improvements
INITIAL YEAR PRIORITY:	4
PROJECT TYPE:	REPLACEMENT ☐ EXPANSION ☒

PROJECT COST		
1999	\$	2,900,000
2000		
2001		
2002		
2003		
TOTAL PROJECT COST \$		2,900,000

PROJECT DESCRIPTION & JUSTIFICATION :

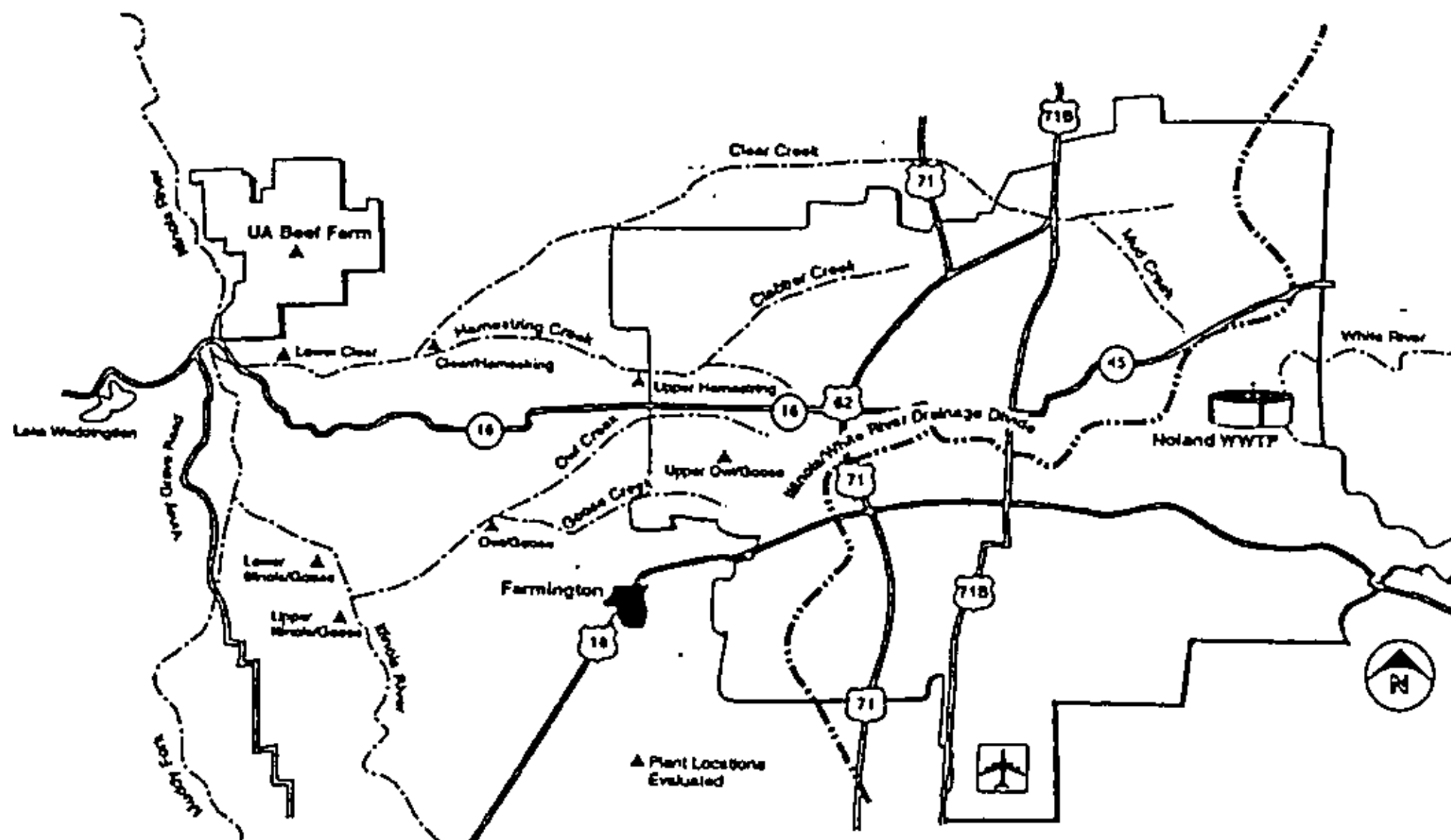
The purpose of this project is to address the needs for future Wastewater Treatment improvements which were outlined in a Wastewater Facility Plan completed in 1998. This Wastewater Facility Plan focuses on the impacts of growth on the City of Fayetteville wastewater system. Utilizing the 85,090 population projected in the City's General Plan 2020, it establishes a vision of future wastewater facilities to accommodate increasing wastewater flows. This project has funding budgeted in the Water & Sewer Fund and a tentative bond issue fund. The different methods of funding will be analyzed and will be determined in the future. There is additional \$66,800,000 requested in the Bond Fund.

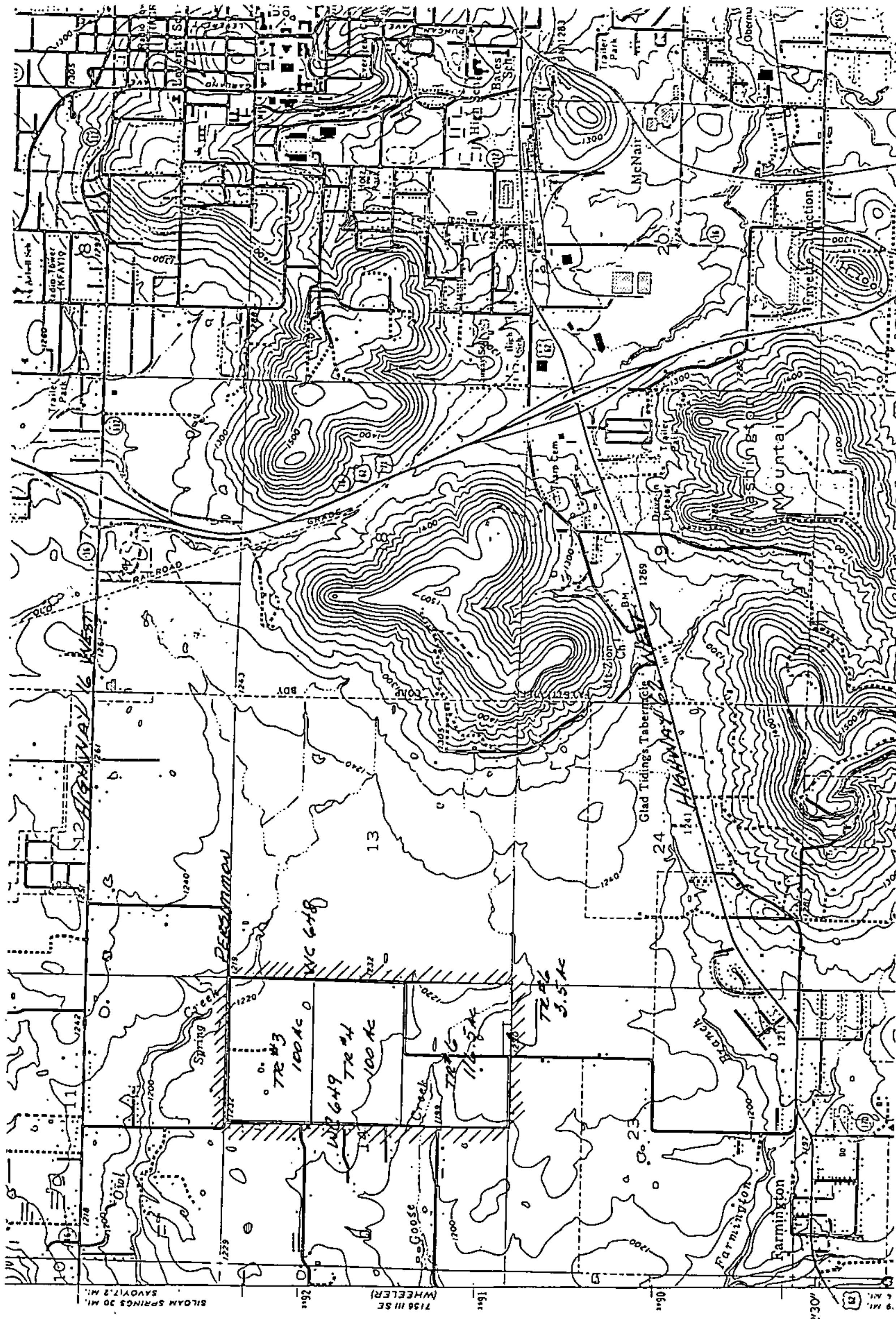
PROJECT STATUS (IF IN PROGRESS) :

Currently, \$2,000,000 is budgeted in 1998 to fund engineering for wastewater treatment plant improvements and expansion.

EFFECT OF THE PROJECT ON ANNUAL OPERATIONS :

Additional operating expenses associated with the operation of an additional plant.





NORTH

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 3, 1998

James E. and Patricia F. McClelland Jr.,
Raymond K. McClelland,
Linda M. and Joseph S. Rogers
% James E. McClelland Jr.
900 West Markham Road
Little Rock, AR 72201-1999

RE: McClelland Property
Pt. NE¼-14-16-31
Land Acquisition, Tract No. 3
Revised Offer

Dear Jim and Family Members:

The City of Fayetteville has received a counter offer from James E. McClelland Jr. dated October 29, 1998 relative to the subject property. This counter offer was in response to the City's original offer dated October 23, 1998. The following outlines the change requested in the above mentioned counter offer with reference to the original Offer and Acceptance Contract:

2. Change purchase price to \$10,400 per acre or \$1,040,000 for the 100 acre tract as per telephone conversation of 11-03-98. Please keep in mind that this offer is contingent upon Fayetteville City Council approval.
5. Seller shall approve title insurance company/abstract company. The City is in agreement with this statement. FYI; Bronson Abstract and Title Company has given us a quote of \$2.225/\$1,000 purchase for purchases in the range of \$1.0 MM. Accordingly, the cost of title insurance through Bronson would be \$2,314.
6. Seller will provide boundary survey of property by McClelland Consulting Engineers, Inc. The City concurs; survey will include boundary staking, adjoining roadways, all easements and rights of way. The City would like for McClelland Consulting Engineers to conduct boundary surveys on the other properties (3 parcels) in the area being purchased, however, such additional survey work can not be part of this contract and regulations require that this be done in accordance with normal engineering and survey service selection procedures.
8. Closing date to be 75 days after approval (Fayetteville City Council) of offer. Propose that closing date be left flexible but should conclude on or before 75 days after approval.
10. Indemnification and Hold Harmless clause relating to City inspections: City is in agreement.

- Add 18. (Added as 17) In the event this property is developed into a golf course, the name of the course will include the family name "McClelland" and approved by the McClelland Family. The City agrees, however, such is subject to council approval.
- Add 19. (Added as 18) Mutual Cooperation Relating to Like-Kind Exchange: The City will enter into an appropriate agreement with an intermediary which will allow for the 1031 like-kind exchange by Seller of this property. [It should be understood, however, that the City shall not be liable for any cost or expenses incurred by the Seller in case this Offer and Acceptance Contract is not approved by the Fayetteville City Council. We hope to submit the entire package (4 parcels) for council approval by the 17th of November.]
- Add 19. City Council Approval Clause: Moved from 17 to 19.

Please find enclosed two originals of a proposed revised (11-2-98) *Offer and Acceptance Contract* which sets forth the terms and conditions for implementation of this acquisition. This revision incorporates the points you requested, either directly or modified in accordance with the above discussion. As of this date, we are close to reaching final agreement between the parties for the purchase of all four parcels. We expect to have such final agreement by the end of this week. Once we receive signed contracts, we will submit for council approval at their next public meeting.

We would like to encourage you to discuss this proposed contract with the other members of the McClelland family who will be party to this transaction and obtain their agreement and signatures as soon as possible. Signatures of spouses are also required. IRS requires that the City maintain a signed Vendor Form in our files even though a 1031 exchange is implemented through an intermediary. Please return the included form with the information that has been noted (X).

We would be pleased to meet with you at your convenience and discuss any and all aspects of this proposed contract. Please contact myself at 575-8330 or Ed Connell at 444-3415 if you have questions or if we need to arrange for a meeting.

Sincerely yours,



Donald R. Bunn
Assistant Public Works Director

Enclosures

cc: Charles Venable, Public Works Director
Ed Connell, City Land Agent

DRB/edc

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of One Million Forty Thousand Dollars (\$1,040,000.00).
3. **Contingent Earnest Money Deposit:** The Buyer shall, within two weeks of receipt of this fully executed Contract, tender a check for \$10,000.00 to James E. McClelland Jr. and Patricia F. McClelland, husband and wife, Linda M. Rogers and Joseph S. Rogers, wife and husband, and Raymond K. McClelland, a single person, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract. Seller, at Seller's option, may instruct Buyer to retain such Earnest Money Deposit until closing or have said Earnest Money Deposit delivered to a Section 1031 Intermediary for exchange purposes.
4. Conveyance will be made to the Buyer 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 Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall equally share in the cost of such title insurance policy.
6. Seller will provide a boundary survey of said property by McClelland Consulting Engineers, Inc. at Sellers cost. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer and title insurance provider.

7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.
8. The closing date shall be determined by mutual consent, but not longer than **seventy five (75)** days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying. Buyer shall indemnify and hold Seller harmless of any damages caused by foregoing inspections and this covenant shall survive any termination of this Offer and Acceptance Contract.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted on or before the **15th** day of **November**, **1998**.

17. In the event the subject property is developed into a golf course, the name of the course will include the family name "McClelland". An example and suggested name is "McClelland highlands Golf Course". The name to be approved by the McClelland Family.
18. **MUTUAL COOPERATION RELATING TO LIKE-KIND EXCHANGE:** Seller will pay cost relating to a 1031 exchange. Each party agrees to take any and all reasonable actions requested by the other party to assist in effectuating a like-kind exchange involving the Property pursuant to Section 1031 of the Internal Revenue Code of 1986, as amended (the Code), including, without limitation, Buyer's consenting to the assignment of this Offer and Acceptance contract by Seller to a "qualified intermediary", as defined in Section 1031 of the code and regulations promulgated thereunder; provided, however, in no event will either party be required to take title to any other property or to incur any additional expenses in order to effectuate the like-kind exchange. Each party shall hold the other harmless from and indemnify and defend the other party against all liability, costs and expenses, including reasonable attorney's fees, that may be assessed against or incurred by the other party arising out of the actions taken by it at the request of the other to assist in effectuating a like-kind exchange involving the Property. Each Party hereby releases the other party from any and all claims, losses, damages, suits, costs and expenses, including attorney's fees, arising out of or relating to the disqualification of this sale-purchase transaction as a like-kind exchange under the Code. This release and hold-harmless indemnification agreement will survive the closing of this transaction. Buyer understands that "Seller" is three different individuals that each own an undivided tenants-in-common interest in the Property and each may separately determine the propriety of entering into a like-kind exchange with respect to his or her respective interest in the Property.
19. **NOTICE:** BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$10,000.00 EARNEST MONEY DEPOSIT.

SELLER:

James E. McClelland Jr.
James E. McClelland Jr.

Date: 11/8/98

Patricia F. McClelland
Patricia F. McClelland

Date: 11/8/98

Linda M. Rogers
Linda M. Rogers

Date: 11/8/98

Joseph S. Rogers
Joseph S. Rogers

Date: 11/8/98

Raymond K. McClelland
Raymond K. McClelland

Date: 11/7/98

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna
Fred Hanna, Mayor

Date: 11/5/98

Heather Woodruff
Heather Woodruff, City Clerk

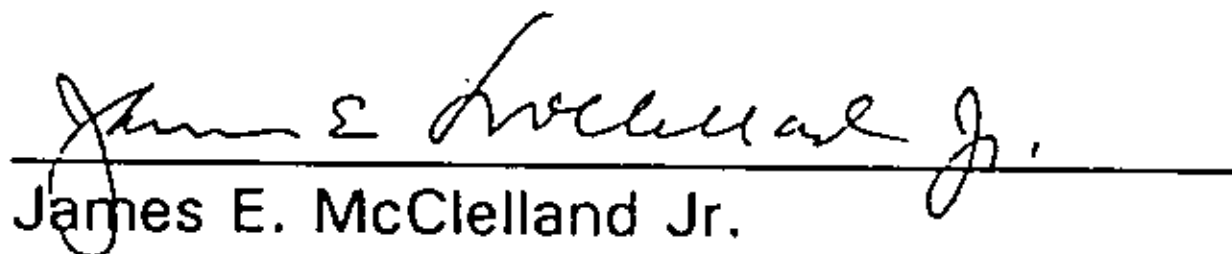
Date: 11/4/98

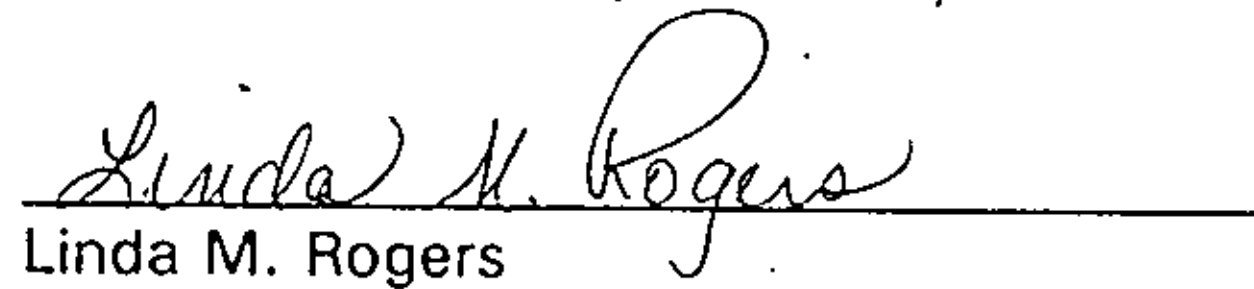
EXHIBIT "A"
PROPERTY DESCRIPTION

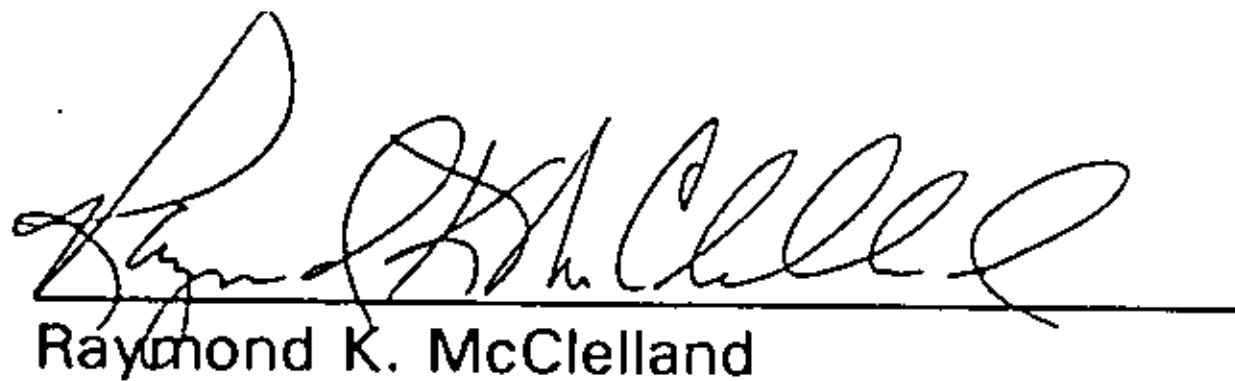
The North Half (N½) of the Northeast Quarter (NE¼); the North Half (N½) of the North Half (N½) of Southwest Quarter (SW¼) of the Northeast Quarter (NE¼); the North Half (N½) of the North Half (N½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), all in Section Fourteen (14), Township Sixteen (16) North of Range Thirty-one (31) West of the Fifth Principal Meridian, containing one-hundred (100) acres, more or less, Washington County, Arkansas

SIGNED FOR IDENTIFICATION:

SELLER:


James E. McClelland Jr.


Linda M. Rogers


Raymond K. McClelland

BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:


Fred Hanna, Mayor


Heather Woodruff, City Clerk

APPRAISAL REPORT
James McClelland Jr., et.al.
100 acres M.O.L.
Persimmon St.
Fayetteville, AR

By
The Real Estate Consultants
118 N. East Ave By
Fayetteville, AR 72701

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THE REAL ESTATE CONSULTANTS

118 N. East Ave.
P.O. Box 726
Fayetteville, AR 72702

• REALTORS • APPRAISERS • CONSULTANTS •

Phone (501) 442-0762

September 25, 1998

Mr. Ed Connell
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Appraisal Services - James E. McClelland, Jr. et.al.
Pt. of the NE1/4 of Sec. 14, T16N, R31W
Appx. 100 AC S of Persimmon & E of 54th, Fay., AR

Dear Mr. Connell:

In compliance with your request, and for the purpose of estimating the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The intended use of this appraisal is for *purchase evaluation purposes of the City of Fayetteville.*

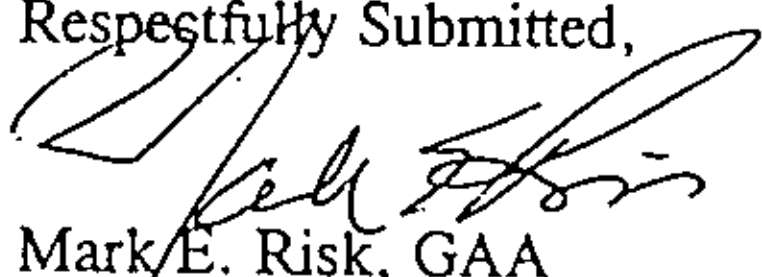
I further certify that I have no interest, present or contemplated, in the property under appraisal, and that the fee was not contingent upon the value estimate reported, nor based upon a percentage of the appraised value.

The following narrative appraisal report contains the data gathered in the investigation, and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This is considered a **Complete Summary** appraisal.

Based upon the inspection of the subject property and the investigation and analysis carried out in this report, it is the considered opinion of the appraiser that the Market Value of the property as of *September 16, 1998* and subject to the assumptions and limiting conditions set forth within the body of this report, is as follows:

NINE HUNDRED THOUSAND DOLLARS
(\$ 900,000)

Respectfully Submitted,


Mark E. Risk, GAA
State Certified General Appraiser #CG0202

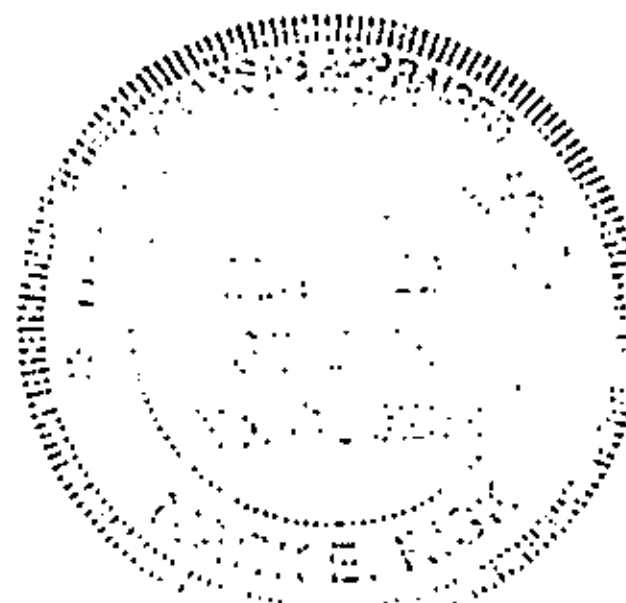


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SUMMARY OF SALIENT FACTS & CONCLUSIONS

Property Type: Large acreage Presently utilized as a Cattle Farm

Location: .5 Mile South of Wedington Drive (Hwy. 16W), at Persimmon & Cty. Rds. #648 & #649, Fayetteville, AR

Effective Date of the Appraisal: The effective date of the appraisal is the date of inspection, which was September 16, 1998. The opinions set forth in this report are stated as of September 25, 1998.

Zoning: None - Outside City Limits

Site: Appx. 100 acres (Subject to Survey)

Improvements: Old Barn, Farm Fencing

Utilities: All municipal utilities available

Highest and Best Use: Single Family Residential Development

Flood Data: Zones A & X, FEMA Map #05143C0095 C (See Flood Plain Map)

Value Indications:

Market Data Approach	\$ 900,000
Cost Approach	NA
Income Approach	NA

Final Estimate of Market Value \$ 900,000

Note: This appraisal report has been prepared for the exclusive benefit of *The City of Fayetteville*. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written permission, does so at their own risk. This report is considered *a complete summary appraisal*.

Analysis of the Comparable Sales and Conclusion of Value

The appraiser has researched the market area and found a significant amount of land sales in proximity to the subject. The appraiser has included 17 sales considered to be similar, and believes there is more than an adequate amount of data available to obtain a reliable value estimate of the subject land as if vacant and available for its Highest and Best use. Due to the subject's potential for a single-family residential development, a wide array of sales were researched and analyzed. The appraiser has included an above average amount of sales, but wanted to make sure no sales were overlooked in the area of the subject. The following table summarizes the comparable sales used.

<u>Sale #</u>	<u>Date</u>	<u>Size</u>	<u>Sales Price</u>	<u>\$/Acre</u>	<u>Comparability</u>
1	05/96	17.84 AC	\$ 170,000	\$ 9,529/AC	Similar
2	10/97	124.50 AC	\$ 310,000	\$ 2,490/AC	Inferior
3	02/93	76.35 AC	\$ 358,000	\$ 4,689/AC	Superior
4	07/94	140.00 AC	\$ 845,000	\$ 6,035/AC	Superior
5	05/95	46.18 AC	\$ 347,000	\$ 7,514/AC	Similar
6	02/95	36.58 AC	\$ 250,000	\$ 6,834/AC	Superior
7	05/94	85.12 AC	\$ 520,000	\$ 6,019/AC	Similar
8	02/94	37.50 AC	\$ 135,000	\$ 3,600/AC	Similar
9	02/93	32.50 AC	\$ 125,000	\$ 3,846/AC	Similar
10	01/94	10.20 AC	\$ 82,000	\$ 8,039/AC	Similar
11	04/93	45.70 AC	\$ 175,000	\$ 3,829/AC	Similar
12	02/97	40.00 AC	\$ 360,000	\$ 9,000/AC	Similar
13	10/96	303.00 AC	\$ 1,654,000	\$ 5,459/AC	Similar
14	01/95	365.67 AC	\$ 1,000,000	\$ 2,735/AC	Inferior
15	04/93	70.17 AC	\$ 196,000	\$ 2,794/AC	Inferior
16	04/97	162.31 AC	\$ 330,000	\$ 2,033/AC	Inferior
17	12/97	56.37 AC	\$ 355,000	\$ 6,298/AC	Inferior

All sales are in the general vicinity of the subject, or are similar in other characteristics. Sale #1 is located just east of Farmington and south of Hwy. 62. It is similar type land and in the Farmington School District as is the subject. Sale #2 is located west of the subject. It is very similar type land, but is a larger parcel. It did have paved road frontage on Harmon Rd. and is being utilized for residential subdivision purposes. Sale #3 is an older sale of property which is northeast of the subject. It is the site of the Sports Park on Hwy. 16 (Wedington Rd.). It was a large tract sale of wooded acreage. Its location is considered superior due to highway frontage, but its land type is considered inferior. It would require a large adjustment for time. Sale #4 is also an older sale of land northeast of the subject. It also is a large sale, but of land very similar to the subject in terrain and appeal. A portion of this property has been developed into a residential subdivision. It also would require a large adjustment for appreciation over the past four years in the area.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

Sales #5-#12 are of land in the West Fayetteville area, and in the general vicinity of the subject, which have been purchased in recent years and developed into residential subdivisions. Consequently, all are considered similar in potential use. Sale #5 is the site of the Heritage Village Subdivision. Its land type is similar, it is located just north of the subject, and is in the Farmington School District. Sale #6 is the site of the new Magnolia Crossing Subdivision which is accessed off of Hwy. 62, to the southeast of the subject. It is considered superior in location and similar in land type. Sale #7 is the site of the Bridgeport Subdivision a couple of miles north of the subject. It was of similar land type, and its location is considered similar. It is an older sale, and would require an upward adjustment for time. Sales #8 & #9 are the site of the Fieldstone Subdivision, north of the subject, off of Hwy. 16. These tracts are of similar land type, and are located in a similarly appealing area. They also are older sales, and would require an upward adjustment for time. Sale #10 is the site of the Owl Creek Subdivision located off of Double Springs Road, northwest of the subject. It is of inferior land type, and is located in the Farmington School District. It is also an older sale requiring a time adjustment. Sale #11 is the site of the Willow Springs Subdivision, northeast of the subject. It is of similar land type. It would require a large time adjustment for appreciation in the marketplace. Sale #12 is a relatively recent sale of similar type land north of the subject, off Salem Rd.. This land is to be developed into a residential subdivision.

Sales #13-#17 are of larger tracts of land which have sold over the past several years within the general vicinity of Fayetteville. Sale #13 is the site of the new Stonebridge Golf Course, also known as the Dash Goff Farm. This sale represents only a portion of the farm, and of the total sale, which is ongoing over the next few years. Future sales prices will total \$8,000/acre for large tracts, with a total of 1000 acres to eventually convey. The transaction was reportedly set up this way to limit income tax exposure. It is considered to be similarly appealing land, but is actually in an inferior location. Sale #14 is the Askew Farm, west of Drake Field in South Fayetteville. It also is a very large tract of land. It is considered inferior to the subject in appeal and location. Sale #15 is also a larger tract of land purchased by the Walker Family on McCollum Mountain. It is considered much inferior to the subject property. Sale #16 is also a large tract of land in the South Fayetteville area. It is located west of the bypass and north of Cato Springs Rd.. It is considered much inferior to the subject due to terrain, location, and overall appeal. Sale #17 is a relatively recent sale of a large tract of land north of Fayetteville on Clear Creek, off of Hwy. 112. It was purchased by a local doctor for an estate. It has similar land type and appeal, but its location is considered inferior to the subject.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

As mentioned earlier, the appraiser has included a more than adequate amount of sales data, because he wanted to show the readers of this report the broad area of values in the subject market area. These sales indicate a broad value range between \$2,000 and \$9,500 per acre. The low end of this range is sales inferior in location, terrain, and overall appeal. The high end of this range are sales within the closest proximity of the subject, most of smaller tract sizes. Generally, smaller tracts of land with other similar characteristics will sell for a higher per acre value than will larger tracts of land. This would likely be the case with the subject property. However, due to the amount of road frontage that the subject has it is likely it could easily be split into smaller tracts. It is the appraiser's opinion that the subject's value would fall within the upper section of the above stated value range.

Therefore, based upon data collected, analyzed, and discussed in this report, and after adjusting for factors such as time, location, size, appeal, and other economic factors, it is the considered opinion of the appraiser that the subject's Fair Market Value as of *September 16, 1998* is as follows:

100 Acres @ \$ 9,000/Ac. = \$ 900,000

Say \$ 900,000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 4, 1998

H. M. Shipp and Norma Lee Shipp
P. O. Box 191
Farmington, AR 72730

RE: Shipp Property
Land Acquisition
Pt. E½-14-16-31
Tract No. 4

Dear Mr. and Mrs. Shipp:

In accordance with our telephone conversations this date and your verbal counter-proposal of 11-03-98, the City of Fayetteville hereby offers to acquire the subject property (100 acres, more or less, for a price of \$1,000,000.00. This offer, however, is contingent upon the approval of the Fayetteville City Council.

Additionally, the City will pay all closing costs except for any and all taxes due for the tax year of 1998 or previous years. Please find herewith two originals of a revised *Offer and Acceptance Contract* which reflect these changes. With the execution and return of this document, this offer, along with others relating to this project, will be submitted for City Council approval at their next public meeting. The second original is to be retained by you.

Please find herewith a Vendor Form which needs to be completed and returned to the City in order that an earnest money check may be issued to you.

If you have any questions or comments, please contact Ed Connell at 444-3415 or myself at 575-8330. We appreciate the opportunity of working with you on this matter.

Sincerely yours,



Donald R. Bunn
Assistant Public Works Director

Enclosures

DRB/edc

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of One Million Dollars \$1,000,000.00.
3. **Contingent Earnest Money Deposit:** The Buyer shall, within two weeks of receipt of this fully executed Contract, tender a check for \$10,000 to H. M. Shipp and Norma Lee Shipp, husband and wife, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer 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 Seller.
5. The Seller shall furnish, at Buyer's cost, a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer and title insurance provider.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 4

8. The closing date is designated to be thirty (30) days after approval by the Fayetteville City Council of this offer. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted on or before the 15th day of November, 1998.
17. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$10,000 EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 4

SELLER:

H. M. Shipp

Date: _____

Norma Lee Shipp

Date: _____

AGENT OR WITNESS:

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna
Fred Hanna, Mayor

Date: 10/5/98

Heather Woodruff
Heather Woodruff, City Clerk

Date: 10/4/98

(SEAL)

OFFER AND ACCEPTANCE CONTRACT

Page 4 of 4

EXHIBIT "A"
PROPERTY DESCRIPTION

The North-half (N½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼); the North-half (N½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼); the South-half (S½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼); the South-half (S½) of the North-half (N½) of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼); the South-half (S½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼); and the South-half (S½) of the North-half (N½) of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼), all in Section Fourteen (14), Township Sixteen (16) North, Range Thirty-one (31) West, containing 100 acres, more or less.

SIGNED FOR IDENTIFICATION:

SELLER:

H. M. Shipp

Norma Lee Shipp

BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:

Fred Hanna
Fred Hanna, Mayor

Heather Woodruff
Heather Woodruff, City Clerk

(Seal)

APPRAISAL REPORT
H. M. & Norma Lee Shipp
100 acres M.O.L.
Cty. Rds. #648 & #649
Fayetteville, AR

By
The Real Estate Consultants
118 N. East Ave By
Fayetteville, AR 72701

(c) Copyright 1998 by The Real Estate Consultants

THE
REAL ESTATE
CONSULTANTS

118 N. East Ave.
P.O. Box 726
Fayetteville, AR 72702

• REALTORS • APPRAISERS • CONSULTANTS •

Phone (501) 442-0762

September 25, 1998

Mr. Ed Connell
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Appraisal Services - H.M. & Norma Lee Shipp
Pt. of the NE1/4 & Pt. of the SE1/4 Sec. 14, T16N, R31W
Appx. 100 AC S of Persimmon & E of C.R. 649, Fay., AR

Dear Mr. Connell:

In compliance with your request, and for the purpose of estimating the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The intended use of this appraisal is for *purchase evaluation purposes of the City of Fayetteville.*

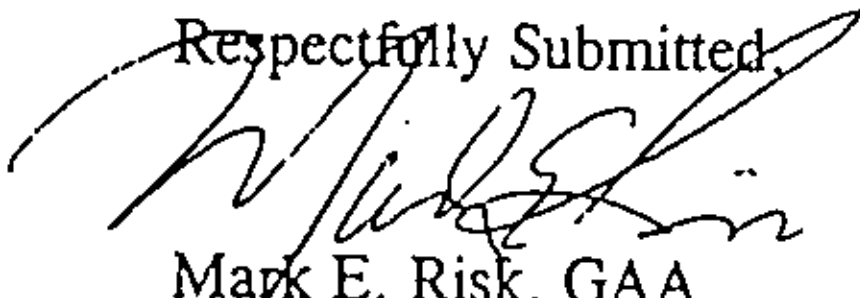
I further certify that I have no interest, present or contemplated, in the property under appraisal, and that the fee was not contingent upon the value estimate reported, nor based upon a percentage of the appraised value.

The following narrative appraisal report contains the data gathered in the investigation, and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This is considered a **Complete Summary** appraisal.

Based upon the inspection of the subject property and the investigation and analysis carried out in this report, it is the considered opinion of the appraiser that the Market Value of the property as of *September 16, 1998* and subject to the assumptions and limiting conditions set forth within the body of this report, is as follows:

EIGHT HUNDRED THOUSAND DOLLARS
(\$ 800,000)

Respectfully Submitted,


Mark E. Risk, GAA
State Certified General Appraiser #CG0202

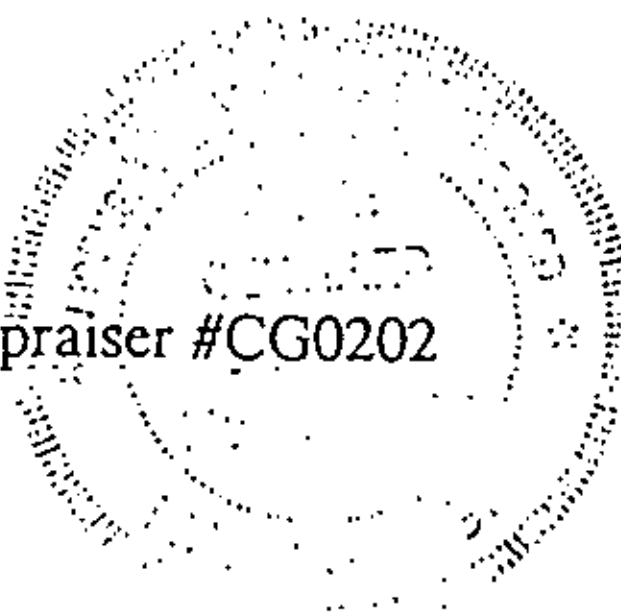


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SUMMARY OF SALIENT FACTS & CONCLUSIONS

Property Type: Large acreage Presently utilized as a Cattle Farm

Location: 1 Mile South of Wedington Drive (Hwy. 16W), between Cty. Rds. #648 & #649, Fayetteville, AR

Effective Date of the Appraisal: The effective date of the appraisal is the date of inspection, which was September 16, 1998. The opinions set forth in this report are stated as of September 25, 1998.

Zoning: None - Outside City Limits

Site: Appx. 100 acres (Subject to Survey)

Improvements: Old Barn, Farm Fencing

Utilities: All municipal utilities available

Highest and Best Use: Single Family Residential Development

Flood Data: Zones X, FEMA Map #05143C0095 C (See Flood Plain Map)

Value Indications:

Market Data Approach	\$ 800,000
Cost Approach	NA
Income Approach	NA

Final Estimate of Market Value \$ 800,000

Note: This appraisal report has been prepared for the exclusive benefit of *The City of Fayetteville*. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written permission, does so at their own risk. This report is considered *a complete summary appraisal*.

Analysis of the Comparable Sales and Conclusion of Value

The appraiser has researched the market area and found a significant amount of land sales in proximity to the subject. The appraiser has included 17 sales considered to be similar, and believes there is more than an adequate amount of data available to obtain a reliable value estimate of the subject land as if vacant and available for its Highest and Best use. Due to the subject's potential for a single-family residential development, a wide array of sales were researched and analyzed. The appraiser has included an above average amount of sales, but wanted to make sure no sales were overlooked in the area of the subject. The following table summarizes the comparable sales used.

<u>Sale #</u>	<u>Date</u>	<u>Size</u>	<u>Sales Price</u>	<u>\$/Acre</u>	<u>Comparability</u>
1	05/96	17.84 AC	\$ 170,000	\$ 9,529/AC	Similar
2	10/97	124.50 AC	\$ 310,000	\$ 2,490/AC	Inferior
3	02/93	76.35 AC	\$ 358,000	\$ 4,689/AC	Superior
4	07/94	140.00 AC	\$ 845,000	\$ 6,035/AC	Superior
5	05/95	46.18 AC	\$ 347,000	\$ 7,514/AC	Similar
6	02/95	36.58 AC	\$ 250,000	\$ 6,834/AC	Superior
7	05/94	85.12 AC	\$ 520,000	\$ 6,019/AC	Similar
8	02/94	37.50 AC	\$ 135,000	\$ 3,600/AC	Similar
9	02/93	32.50 AC	\$ 125,000	\$ 3,846/AC	Similar
10	01/94	10.20 AC	\$ 82,000	\$ 8,039/AC	Similar
11	04/93	45.70 AC	\$ 175,000	\$ 3,829/AC	Similar
12	02/97	40.00 AC	\$ 360,000	\$ 9,000/AC	Similar
13	10/96	303.00 AC	\$ 1,654,000	\$ 5,459/AC	Similar
14	01/95	365.67 AC	\$ 1,000,000	\$ 2,735/AC	Inferior
15	04/93	70.17 AC	\$ 196,000	\$ 2,794/AC	Inferior
16	04/97	162.31 AC	\$ 330,000	\$ 2,033/AC	Inferior
17	12/97	56.37 AC	\$ 355,000	\$ 6,298/AC	Inferior

All sales are in the general vicinity of the subject, or are similar in other characteristics. Sale #1 is located just east of Farmington and south of Hwy. 62. It is similar type land and in the Farmington School District as is the subject. Sale #2 is located west of the subject. It is very similar type land, but is a larger parcel. It did have paved road frontage on Harmon Rd. and is being utilized for residential subdivision purposes. Sale #3 is an older sale of property which is northeast of the subject. It is the site of the Sports Park on Hwy. 16 (Wedington Rd.). It was a large tract sale of wooded acreage. Its location is considered superior due to highway frontage, but its land type is considered inferior. It would require a large adjustment for time. Sale #4 is also an older sale of land northeast of the subject. It also is a large sale, but of land very similar to the subject in terrain and appeal. A portion of this property has been developed into a residential subdivision. It also would require a large adjustment for appreciation over the past four years in the area.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

Sales #5-#12 are land in the West Fayetteville area, and in the general vicinity of the subject, which have been purchased in recent years and developed into residential subdivisions. Consequently, all are considered similar in potential use. Sale #5 is the site of the Heritage Village Subdivision. Its land type is similar. It is located just north of the subject, and is in the Farmington School District. Sale #6 is the site of the new Magnolia Crossing Subdivision, which is accessed off of Hwy. 62 to the southeast of the subject. It is considered superior in location and similar in land type. Sale #7 is the site of the Bridgeport Subdivision, a couple of miles north of the subject. It was of similar land type, and its location is considered similar. It is an older sale, and would require an upward adjustment for time. Sales #8 & #9 are the site of the Fieldstone Subdivision, north of the subject, off of Hwy. 16. These tracts are of similar land type, and are located in a similarly appealing area. They also are older sales, and would require an upward adjustment for time. Sale #10 is the site of the Owl Creek Subdivision located off of Double Springs Road, northwest of the subject. It is of inferior land type, and is located in the Farmington School District. It is also an older sale requiring a time adjustment. Sale #11 is the site of the Willow Springs Subdivision, northeast of the subject. It is of similar land type. It would require a large time adjustment for appreciation in the marketplace. Sale #12 is a relatively recent sale of similar type land north of the subject, off of Salem Rd.. This land is to be developed into a residential subdivision.

Sales #13-#17 are of larger tracts of land which have sold over the past several years within the general vicinity of Fayetteville. Sale #13 is the site of the new Stonebridge Golf Course, also known as the Dash Goff Farm. This sale represents only a portion of the farm, and of the total sale, which is ongoing over the next few years. Future sales prices will total \$8,000/acre for large tracts, with a total of 1000 acres to eventually convey. The transaction was reportedly set up this way to limit income tax exposure. It is considered to be similarly appealing land, but is actually in an inferior location. Sale #14 is the Askew Farm, west of Drake Field in South Fayetteville. It also is a very large tract of land. It is considered inferior to the subject in appeal and location. Sale #15 is also a larger tract of land purchased by the Walker Family on McCollum Mountain. It is considered much inferior to the subject property. Sale #16 also is a large tract of land in the South Fayetteville area. It is located west of the bypass and north of Cato Springs Rd.. It is considered much inferior to the subject due to terrain, location, and overall appeal. Sale #17 is a relatively recent sale of a large tract of land north of Fayetteville on Clear Creek, off of Hwy. 112. It was purchased by a local Doctor for an estate. It has similar land type and appeal, but its location is considered inferior to the subject.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

As mentioned earlier, the appraiser has included a more than adequate amount of sales data, because he wanted to show the readers of this report the broad area of values in the subject market area. These sales indicate a broad value range between \$2,000 and \$9,500 per acre. The low end of this range is sales inferior in location, terrain, and overall appeal. The high end of this range is sales within the closest proximity to the subject, most of smaller tract sizes. Generally, smaller tracts of land with other similar characteristics will sell for a higher per acre value than will larger tracts of land. This would likely be the case with the subject property. However, due to the amount of road frontage that the subject has, it is likely it could easily be split into smaller tracts. It is the appraiser's opinion that the subject's value would fall within the upper section of the above stated value range.

Therefore, based upon data collected, analyzed, and discussed in this report, and after adjusting for factors such as time, location, size, appeal, and other economic factors, it is the considered opinion of the appraiser that the subject's Fair Market Value as of *September 16, 1998* is as follows:

100 Acres @ \$ 8,000/Ac. = \$ 800,000

Say \$ 800,000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 3, 1998

Broyles Farm Corporation
% Mr. Carl Yates
McGoodwin, Williams & Yates, Inc.
909 Rolling Hills Blvd.
Fayetteville, Ar 72703

RE: Land Acquisition
Broyles Farm Corp. Property
Pt. SE ¼-14-16-31
Tract No. 5

Dear Property Owners:

In accordance with the verbal counter proposal presented by Mr. Carl Yates on October 29, 1998, the City of Fayetteville hereby offers to purchase the subject property (116.5 acres) for a price of \$ 967,000 or \$8,300/acre. This offer, however, is subject to Fayetteville City Council approval.

Please find herewith two originals of a revised *Offer and Acceptance Contract* which reflects the above change. When executed by the principals of Broyles Farm Corporation, this document will be presented to the City Council for approval, hopefully by the meeting of November 17, 1998. The second original is to be retained by Broyles Farm Corporation.

Also, please find herewith a Vendor Form which needs to be completed and returned to the City in order that an earnest money check may be issued in the name of Broyles Farm Corporation.

We are pleased to reach an agreement with you on this matter and trust that the City Council will approve this acquisition. Please contact Ed Connell at 444-3415 or myself at 575-8330 if you have questions or comments. We appreciate the opportunity of working with Broyles Farm Corp. on this matter.

Sincerely yours,



Donald R. Bunn
Assistant Public Works Director

Enclosures

DRB/edc

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of Nine Hundred Sixty Seven Thousand Dollars (\$967,000.00).
3. **Contingent Earnest Money Deposit:** The Buyer shall, within two weeks of receipt of this fully executed Contract, tender a check for \$10,000 to Broyles Farm Corporation, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer 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 Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall equally share in the cost of such title insurance policy.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer and title insurance provider.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

OFFER AND ACCEPTANCE CONTRACT

Page 2 of 4

8. The closing date is designated to be thirty (30) days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
11. All fixtures, improvements and attached equipment are included in the purchase price.
12. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
13. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
14. This agreement shall be governed by the laws of the State of Arkansas.
15. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
16. This contract expires, if not accepted on or before the 15th day of November, 1998.
17. **NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$10,000 EARNEST MONEY DEPOSIT.**

OFFER AND ACCEPTANCE CONTRACT
Page 3 of 4

SELLER:

BROYLES FARM CORPORATION:

Marie McChristian, President

Date: _____

Doris Ann Yates, Secretary

Date: _____

Wanda Sue Hammond

Date: _____

Thelda Pennington

Date: _____

Wilma Cole

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation

Fred Hanna
Fred Hanna, Mayor

Date: 11/5/98

Heather Woodruff
Heather Woodruff, City Clerk

Date: 11/4/98

EXHIBIT "A"
PROPERTY DESCRIPTION

The South Half (S½) of the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼), and the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼), and the South Half (S½) of the Northwest Quarter (NW¼) of the Southeast Quarter (SE¼), all in Section Fourteen (14) of Township Sixteen (16) North, Range Thirty-one (31) West of the Fifth Principal Meridian, containing in all one-hundred twenty (120) acres, more or less, LESS AND EXCEPT the following described tract: Beginning at a point 579 feet West of the Southeast corner of the Southeast Quarter of Section 14, Township 16 North, Range 31 west; thence running West to the Southwest corner of said 40 acre tract; North 209 feet; thence East to a point 209 feet North of the point of beginning; thence South 209 feet to the Point of Beginning, containing 3.50 acres, more or less, Washington County, Arkansas.

SIGNED FOR IDENTIFICATION:

SELLER:

Broyles Farm Corporation:

Marie McChristian, President

Doris Ann Yates, Secretary

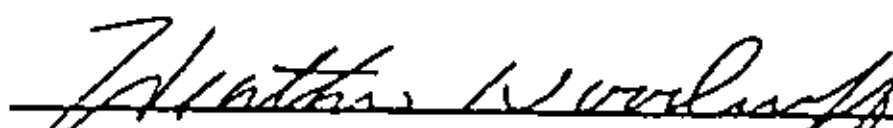
BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation
BY:



Fred Hanna, Mayor

ATTEST:



Heather Woodruff, City Clerk

APPRAISAL REPORT
Broyles Farm Corporation
116.5 Acres M.O.L.
S. Broyles Rd., Cty. Rds. #648 & #649
Fayetteville, AR

By
The Real Estate Consultants
118 N. East Ave By
Fayetteville, AR 72701

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THE REAL ESTATE CONSULTANTS

118 N. East Ave.
P.O. Box 726
Fayetteville, AR 72702

• REALTORS • APPRAISERS • CONSULTANTS •

Phone (501) 442-0762

October 5, 1998

Mr. Ed Connell
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

RE: Appraisal Services - Broyles Farm Corporation
Pt. of the SE1/4 of Sec. 14, T16N, R31W
Appx. 116.5 Acs. S. Broyles, Fayetteville, AR

Dear Mr. Connell:

In compliance with your request, and for the purpose of estimating the Market Value of the above captioned property, I hereby certify that I have personally inspected the property and made a survey of matters pertinent to the estimation of its value. The intended use of this appraisal is for *purchase evaluation purposes of the City of Fayetteville.*

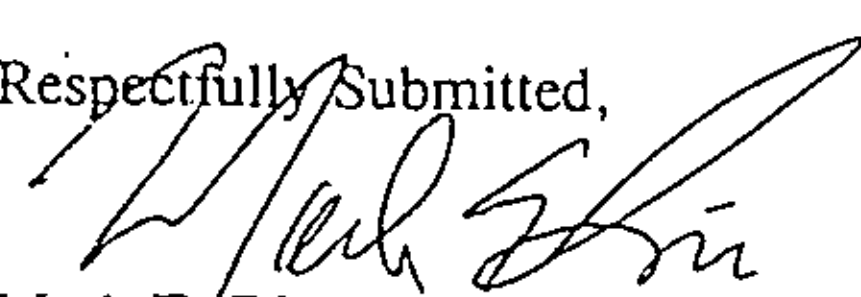
I further certify that I have no interest, present or contemplated, in the property under appraisement, and that the fee was not contingent upon the value estimate reported, nor based upon a percentage of the appraised value.

The following narrative appraisal report contains the data gathered in the investigation, and shows the method of appraisal in detail. The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation. This is considered a **Complete Summary** appraisal.

Based upon the inspection of the subject property and the investigation and analysis carried out in this report, it is the considered opinion of the appraiser that the Market Value of the property as of *October 3, 1998* and subject to the assumptions and limiting conditions set forth within the body of this report, is as follows:

NINE HUNDRED THIRTY TWO THOUSAND DOLLARS
(\$ 932,000)

Respectfully Submitted,


Mark E. Risk, GAA
State Certified General Appraiser #CG0202

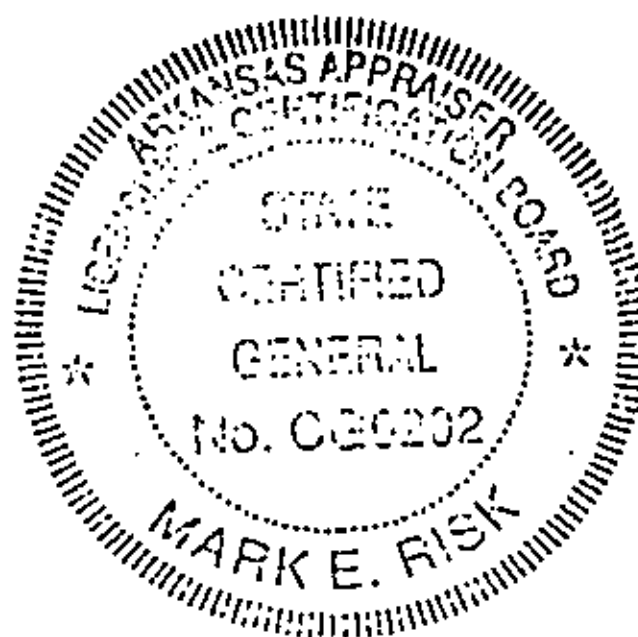


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SUMMARY OF SALIENT FACTS & CONCLUSIONS

Property Type:	Large acreage Presently utilized as a Hay Farm and Residential Rental	
Location:	1.5 Miles North of Hwy. 62, along S. Broyles Rd. & Cty. Rds. #648 & #649, Fayetteville, AR	
Effective Date of the Appraisal:	The effective date of the appraisal is the date of inspection, which was October 3, 1998. The opinions set forth in this report are stated as of October 5, 1998.	
Zoning:	None - Outside City Limits	
Site:	Appx. 116.5 acres (Subject to Survey)	
Improvements:	Old Single Family Dwelling, Hay Barn, Out Buildings, Farm Fencing	
Utilities:	All municipal utilities available except Sewer	
Highest and Best Use:	Single Family Residential Development	
Flood Data:	Zones X and A, FEMA Map #05143C0095 C (See Flood Plain Map)	
Value Indications:		
	Market Data Approach	\$ 932,000
	Cost Approach	NA
	Income Approach	NA
Final Estimate of Market Value	\$ 932,000	

Note: This appraisal report has been prepared for the exclusive benefit of *The City of Fayetteville*. It may not be used or relied upon by any other party. Any party who uses or relies upon any information in this report, without the preparer's written permission, does so at their own risk. This report is considered *a complete summary appraisal*.

Analysis of the Comparable Sales and Conclusion of Value

The appraiser has researched the market area and found a significant amount of land sales in proximity to the subject. The appraiser has included 17 sales considered to be similar, and believes there is more than an adequate amount of data available to obtain a reliable value estimate of the subject land as if vacant and available for its Highest and Best use. Due to the subject's potential for a single-family residential development, a wide array of sales were researched and analyzed. The appraiser has included an above average amount of sales, but wanted to make sure no sales were overlooked in the area of the subject. The following table summarizes the comparable sales used.

<u>Sale #</u>	<u>Date</u>	<u>Size</u>	<u>Sales Price</u>	<u>\$/Acre</u>	<u>Comparability</u>
1	05/96	17.84 AC	\$ 170,000	\$ 9,529/AC	Similar
2	10/97	124.50 AC	\$ 310,000	\$ 2,490/AC	Inferior
3	02/93	76.35 AC	\$ 358,000	\$ 4,689/AC	Superior
4	07/94	140.00 AC	\$ 845,000	\$ 6,035/AC	Superior
5	05/95	46.18 AC	\$ 347,000	\$ 7,514/AC	Similar
6	02/95	36.58 AC	\$ 250,000	\$ 6,834/AC	Superior
7	05/94	85.12 AC	\$ 520,000	\$ 6,019/AC	Similar
8	02/94	37.50 AC	\$ 135,000	\$ 3,600/AC	Similar
9	02/93	32.50 AC	\$ 125,000	\$ 3,846/AC	Similar
10	01/94	10.20 AC	\$ 82,000	\$ 8,039/AC	Similar
11	04/93	45.70 AC	\$ 175,000	\$ 3,829/AC	Similar
12	02/97	40.00 AC	\$ 360,000	\$ 9,000/AC	Similar
13	10/96	303.00 AC	\$ 1,654,000	\$ 5,459/AC	Similar
14	01/95	365.67 AC	\$ 1,000,000	\$ 2,735/AC	Inferior
15	04/93	70.17 AC	\$ 196,000	\$ 2,794/AC	Inferior
16	04/97	162.31 AC	\$ 330,000	\$ 2,033/AC	Inferior
17	12/97	56.37 AC	\$ 355,000	\$ 6,298/AC	Inferior

All sales are in the general vicinity of the subject, or are similar in other characteristics. Sale #1 is located just east of Farmington and south of Hwy. 62. It is of similar type land and is in the Farmington School District, as is the subject. Sale #2 is located west of the subject. It is very similar land, but is a slightly larger parcel. It did have paved road frontage on Harmon Rd., and is being utilized for residential subdivision purposes. Sale #3 is an older sale of property that is northeast of the subject. It is the site of the Sports Park on Hwy. 16 (Wedington Rd.). It was a large tract sale of wooded acreage. Its location is considered superior due to highway frontage, and its land type is considered similar. It would require a large adjustment for time. Sale #4 is also an older sale of land northeast of the subject. It also is a large sale, but of land similar to the subject in terrain and appeal. A portion of this property has been developed into a residential subdivision. It also would require a large adjustment for appreciation over the past four years in the area.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

Sales #5-#12 are land in the West Fayetteville area, and in the general vicinity of the subject, which have been purchased in recent years and developed into residential subdivisions. Consequently, all are considered similar in potential use. Sale #5 is the site of the Heritage Village Subdivision. Its land type is similar. It is located north of the subject, and is in the Farmington School District. Sale #6 is the site of the new Magnolia Crossing Subdivision, which is accessed off of Hwy. 62 to the east of the subject. It is considered superior in location and similar in land type. Sale #7 is the site of the Bridgeport Subdivision, a couple of miles north of the subject. It was of similar land type, and its location is considered similar. It is an older sale, and would require an upward adjustment for time. Sales #8 & #9 are the site of the Fieldstone Subdivision, north of the subject, off of Hwy. 16. These tracts are of similar land type, and are located in a similarly appealing area. They also are older sales, and would require an upward adjustment for time. Sale #10 is the site of the Owl Creek Subdivision located off of Double Springs Road, northwest of the subject. It is of inferior land type, and is located in the Farmington School District. It is also an older sale requiring a time adjustment. Sale #11 is the site of the Willow Springs Subdivision, northeast of the subject. It is of similar land type. It would require a large time adjustment for appreciation in the marketplace. Sale #12 is a relatively recent sale of similar type land north of the subject, off of Salem Rd.. This land is to be developed into a residential subdivision.

Sales #13-#17 are of larger tracts of land which have sold over the past several years within the general vicinity of Fayetteville. Sale #13 is the site of the new Stonebridge Golf Course, also known as the Dash Goff Farm. This sale represents only a portion of the farm, and of the total sale, which is ongoing over the next few years. Future sales prices will total \$8,000/acre for large tracts, with a total of 1000 acres to eventually convey. The transaction was reportedly set up this way to limit income tax exposure. It is considered to be similarly appealing land. Sale #14 is the Askew Farm, west of Drake Field in South Fayetteville. It also is a very large tract of land. It is considered inferior to the subject in appeal and location. Sale #15 is also a larger tract of land purchased by the Walker Family on McCollum Mountain. It is considered much inferior to the subject property. Sale #16 also is a large tract of land in the South Fayetteville area. It is located west of the bypass and north of Cato Springs Rd.. It is considered much inferior to the subject due to terrain, location, and overall appeal. Sale #17 is a relatively recent sale of a large tract of land north of Fayetteville on Clear Creek, off of Hwy. 112. It was purchased by a local Doctor for an estate. It has similar land type and appeal, but its location is considered inferior to the subject.

Analysis of the Comparable Sales and Conclusion of Value (Cont'd.)

As mentioned earlier, the appraiser has included a more than adequate amount of sales data, because he wanted to show the readers of this report the broad area of values in the subject market area. These sales indicate a broad value range between \$2,000 and \$9,500 per acre. The low end of this range are sales inferior in location, terrain, and overall appeal. The high end of this range are sales within the closest proximity to the subject, most of smaller tract sizes. Generally, smaller tracts of land with other similar characteristics will sell for a higher per acre value than will larger tracts of land. This would likely be the case with the subject property. However, due to the amount of road frontage that the subject has, it is likely it could easily be split into smaller tracts. It is the appraiser's opinion that the subject's value would fall within the upper section of the above stated value range. In the appraiser's opinion, the improvements on the subject property have no contributory value.

Therefore, based upon data collected, analyzed, and discussed in this report, and after adjusting for factors such as time, location, size, appeal, and other economic factors, it is the considered opinion of the appraiser that the subject's Fair Market Value as of October 3, 1998 is as follows:

116.5 Acres @ \$ 8,000/Ac. = \$ 932,000

Say \$ 932,000

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

November 3, 1998

Calvin R. Hammond and Wanda Sue Hammond
% Mr. Carl Yates
696 S. Broyles Ave.
Fayetteville, Ar 72701

RE: Hammond Property, Tr No. 6
Pt. SE¼-SE¼-14-16-31
Revised Offer

Dear Mr. and Mrs. Hammond:

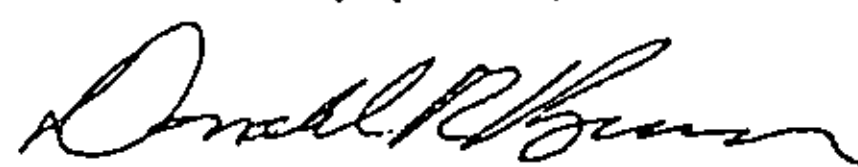
In Accordance with the verbal counter proposal presented by Mr. Carl Yates on October 29, 1998, the City of Fayetteville hereby offers to purchase the subject property (3.5 acres including residence) for a price of \$120,000. Additionally, and as part of the negotiations for the acquisition of this property, the City concurs that you remain on this property, as caretakers of said property, under the mutually agreeable terms of a Lease Agreement, for a period of up to one year after closing on this property. This offer, however, is subject to Fayetteville City Council approval.

Please find herewith two originals of a revised *Offer and Acceptance Contract* which reflects the above monetary change. This document also incorporates a clause (Item 10.) relative to the rental of the property. When executed by Mr. and Mrs. Hammond, this document will be presented to the City Council for approval. The second original is be retained by Mr. and Mrs. Hammond. The City will prepare a proposed Lease Agreement and we will submit such to you as soon as it becomes available. Execution of the lease will occur at closing on the property.

Please find herewith a Vendor Form which needs to be completed and returned to the City in order that an earnest check may be issued to you.

We are pleased to reach an agreement with you on this matter and trust that the City Council will approve this acquisition. If you have any questions or comments, please contact Ed Connell at 444-3415 or myself at 575-8330. We appreciate the opportunity of working with you on this matter.

Sincerely yours,



Donald R. Bunn
Assistant Public Works Director

Enclosures

DRB/edc

OFFER AND ACCEPTANCE CONTRACT

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

SEE ATTACHED EXHIBIT "A"

FOR PROPERTY DESCRIPTION

2. **Purchase Price:** Subject to the following conditions, the Buyer shall pay for the property at closing, the total and cash payment of One Hundred Twenty Thousand Dollars (\$120,000.00).
3. **Contingent Earnest Money Deposit:** The Buyer shall, within two weeks of receipt of this fully executed Contract, tender a check for \$5,000 to Calvin R. Hammond and Wanda Sue Hammond, husband and wife, hereinafter referred to as the Seller, as earnest money, which shall apply on the purchase price. This offer of purchase is contingent upon approval of the City Council of the City of Fayetteville, Arkansas, and, if they do not so approve, the earnest money deposit will be returned to the Buyer by the Seller. If title requirements are not fulfilled or the Seller fails to fulfill any obligations under this contract, the earnest money shall be promptly refunded to the Buyer. If the Buyer fails to fulfill his obligations under this contract or after all conditions have been met, the Buyer fails to close this transaction, the earnest money may, at the option of the Seller, become liquidated damages to the Seller. Alternatively, the Seller may assert legal or equitable rights which it may have because of breach of this contract.
4. Conveyance will be made to the Buyer 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 Seller.
5. The Seller shall furnish a policy of title insurance in the amount of the purchase price from a title insurance company as selected by the Buyer. Buyer and Seller shall equally share in the cost of such title insurance policy.
6. Seller agrees to allow Buyer, if Buyer so desires, at Buyer's expense, to survey the property. Seller agrees to cure any title problems which may result from any differences between the recorded legal descriptions of the property and the survey description. Said title problems, if any, must be solved prior to closing to the satisfaction of the Buyer and title insurance provider.
7. Taxes and special assessments due on or before closing shall be paid by the Seller. Insurance, general taxes, ad valorem taxes, special assessments and rental payments shall be prorated as of closing.

8. The closing date is designated to be **sixty (60)** days after approval of this offer by the Fayetteville City Council. If such date of closing falls on a weekend or holiday, it will be held the following working day.
9. Possession of the property shall be delivered to the Buyer on the date of closing.
10. Buyer agrees to lease the property to Seller under the terms of a "Lease Agreement" between the parties on a monthly basis for a period not to exceed one year, beginning on the date of closing. Seller may terminate said Lease Agreement at any time with 30 days written notice to the Buyer. The lease payment under said agreement shall be \$ 100.00 per month.
11. Seller hereby grants permission for the Buyer or its employees or designates to enter the above described property and improvements for the purpose of inspection and/or surveying.
12. All fixtures, improvements and attached equipment are included in the purchase price.
13. Risk of loss or damage to the property by fire or other casualty occurring up to the time of closing is assumed by the Seller.
14. Seller shall disclose to Buyer any and all environmental hazards of which Seller has actual knowledge.
15. This agreement shall be governed by the laws of the State of Arkansas.
16. This agreement, when executed by both the Buyer and the Seller shall contain the entire understanding and agreement of the parties with respect to the matters referred to herein and shall supersede all price or contemporaneous agreements, representations and understanding with respect to such matters, and no oral representations or statements shall be considered a part hereof.
17. This contract expires, if not accepted on or before the 15th day of November, 1998.

18. NOTICE: BUYER ASSERTS AND SELLER HEREBY ACKNOWLEDGES THAT THIS OFFER IS EXPRESSLY CONTINGENT UPON THE APPROVAL OF THIS OFFER OF PURCHASE BY THE CITY COUNCIL OF FAYETTEVILLE AND THAT THE FAILURE OF THE COUNCIL TO SO APPROVE WILL MAKE ALL PORTIONS OF THIS OFFER NULL AND VOID, INCLUDING, BUT NOT LIMITED TO, THE RETURN TO BUYER OF THE \$5,000 EARNEST MONEY DEPOSIT.

SELLER:

Calvin R. Hammond

Date: _____

Wanda Sue Hammond

Date: _____

AGENT OR WITNESS:

Date: _____

BUYER:

City of Fayetteville, Arkansas,
a municipal corporation



Fred Hanna, Mayor

Date: 11/5/98



Heather Woodruff, City Clerk

Date: 11/4/98

OFFER AND ACCEPTANCE CONTRACT

Page 4 of 4

EXHIBIT "A"
PROPERTY DESCRIPTION

A part of the Southeast Quarter (SE¼) of the Southeast Quarter (SE¼) of Section Fourteen (14) in Township Sixteen (16) North of Range Thirty-one (31) West of the Fifth Principal Meridian, more particularly described as follows: Beginning at a point 579 feet West of the Southeast corner of the Southeast Quarter of said 40 acres tract and running thence West 741 feet, more or less, to the Southwest corner of said 40 acre tract; thence North 209 feet; thence East 741 feet, more or less, to a point 209 feet North of the point of beginning; thence South 209 feet to the Point of Beginning, containing 3.5 acres, more or less, Washington County, Arkansas

SIGNED FOR IDENTIFICATION:

SELLER:

Calvin R. Hammond

Wanda Sue Hammond

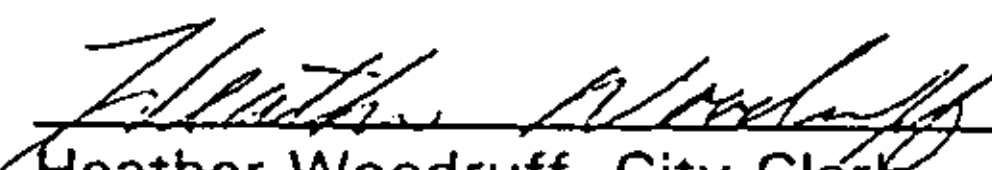
BUYER:

The City of Fayetteville, Arkansas,
a municipal corporation

BY:



Fred Hanna, Mayor



Heather Woodruff, City Clerk

(Seal)

APPRAISAL OF REAL PROPERTY

LOCATED AT:

696 S. Broyles Ave.
Pt. of the SE 1/4, SE 1/4 Section 14, T16N, R31W
Fayetteville

FOR:

City of Fayetteville
113 West Mountain, Fayetteville, AR 72701

AS OF:

9-25-98

BY:

Mark E. Risk GAA

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION	Subject Address	696 S. Broyles Ave.
	Legal Description	Pt. of the SE 1/4, SE 1/4 Section 14, T16N, R31W
	City	Fayetteville
	County	Washington
	State	AR
	Zip Code	72701
	Census Tract	105.06
	Map Reference	Washington Cty
SALES PRICE	Sale Price	\$ NA
	Date of Sale	NA
CLIENT	Borrower / Client	None
	Lender	City of Fayetteville
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	1,397
	Price per Square Foot	\$ NA
	Location	Farmington
	Age	26 Yrs 20 E
	Condition	Average
	Total Rooms	6
	Bedrooms	3
	Baths	2
APPRAISER	Appraiser	Mark E. Risk GAA
	Date of Appraised Value	September 25, 1998
VALUE	Final Estimate of Value	\$ 104,000

COMPLETE SUMMARY APPRAISAL REPORT										THE REAL ESTATE CONSULTANTS (501) 442-0762																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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Location ☐ Urban ☒ Suburban ☐ Rural					Predominant occupancy ☒ Owner ☐ Tenant ☐ Vacant (0-5%) ☐ Vac. (over 5%)					Single family housing PRICE \$(000) 40 AGE (yrs) 100					Present land use % One family 50 2-4 family Multi-family Commercial Vac/Aq 50																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Built up ☐ Over 75% ☒ 25-75% ☐ Under 25%					Growth rate ☐ Rapid ☒ Stable ☐ Slow					Property values ☐ Increasing ☒ Stable ☐ Declining					Demand/supply ☐ Shortage ☒ In balance ☐ Over supply																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Marketing time ☐ Under 3 mos. ☒ 3-6 mos. ☐ Over 6 mos.					Land use change ☐ Not likely ☒ In process ☐ Likely					To: Residential																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
Note: Race and the racial composition of the neighborhood are not appraisal factors. Neighborhood boundaries and characteristics: The subject neighborhood, located just N. of Farmington, is defined to the north by Wedington Rd. (Ark. Hwy. 16), to the south by U.S. Hwy 62, to the east by U.S. Hwy 71B. Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): The subject property is located on S. Broyles Ave., just north of Farmington. The neighborhood is comprised of small to large acreage farms, newer modest residential subdivisions, and suburban homesites. It is within close proximity to local amenities including shopping and employment centers in Farmington and Fayetteville. Farmington School System.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): The subject neighborhood appears to be experiencing a land use change from agricultural to residential due to the continued influx of people and capital into the NW Arkansas area. The market appears to be stable at this time and marketing times of listed homes seldom reach beyond 180 days. Long term interest rates continue to be low, which aids positive market conditions. No seller concessions are typical at this time.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Project Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)? ☐ Yes ☒ No Approximate total number of units in the subject project _____ Approximate total number of units for sale in the subject project _____ Describe common elements and recreational facilities: _____																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Dimensions Approximately 209' x 730' (Subject to a Survey) Site area 152,570 sq. ft. or 3.5 acres Corner Lot ☐ Yes ☒ No Specific zoning classification and description None Zoning compliance ☐ Legal ☐ Legal nonconforming (Grandfathered use) ☐ Illegal ☒ No zoning Highest & best use as improved: ☒ Present use ☐ Other use (explain) _____										Topography Level Size Avg. Homesite Shape Rectangular Drainage Adequate Upon Inspec. View Average/Country Landscaping Average Driveway Surface Gravel Apparent easements Normal Utility FEMA Special Flood Hazard Area ☐ Yes ☒ No FEMA Zone X Map Date 9/18/91 FEMA Map No. 05143C0095C																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No apparent adverse easements, encroachments, or other adverse conditions were noted by appraiser upon inspection.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Additional features (special energy efficient items, etc.): Shop building with lean-to shed, stone fountain.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Physical depreciation due to normal wear & tear. Subject has dated features such as carpet, bathroom fixtures, appliances and countertops. Soffits show mildew and trim needs paint. No functional or external depreciation noted upon inspection by appraiser.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions noted within the immediate vicinity of the subject property upon inspection.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No.

ESTIMATED SITE VALUE 3.5 acres = \$ 35,000		Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): Depreciation: Physical due to normal wear and tear and dated characteristics. No functional or external was noted. Site value is based on comparable land sales. Cost estimates were obtained from the Marshall & Swift Cost Handbook and from discussions with local suppliers and contractors where possible. See attached square foot calculations.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:		
Dwelling 1,397 Sq. Ft. @ \$ 60.00 = \$ 83,820		
0 Sq. Ft. @ \$ =		
Appl. FP, Porch, Patio = 7,000		
Garage/Carport 290 Sq. Ft. @ \$ 18.00 = 5,220		
Total Estimated Cost New = \$ 96,040		
Less Physical Functional External		
Depreciation 32,010 = \$ 32,010		
Depreciated Value of Improvements = \$ 64,030		
'As-is' Value of Site Improvements Drvwy. shop. = \$ 5,000		
INDICATED VALUE BY COST APPROACH = \$ 104,030		

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	696 S. Broyles Ave. Fayetteville	252 Wesley Stevens Farmington	13450 Amber Ln. Farmington	14639 Wilmoth Farmington
Proximity to Subject		2 Miles West	3 Miles West	3 Miles Northwest
Sales Price	\$ NA	\$ 85,000	\$ 89,500	\$ 78,500
Price/Gross Living Area	\$ NA	\$ 56.07	\$ 59.83	\$ 56.88
Data and/or Verification Source	Inspection Owner	MLS #98-00494 Agent	MLS #98-02408 Agent	MLS #98-01628 Agent/Assessor
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing Concessions	None	None	Conventional None	FHA None
Date of Sale/Time	5/1/98	5/1/98	7/20/98	5/18/98
Location	Farmington	W of Farm. +3,000	W. of Farm. +3,000	NW of Farm. +3,000
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	3.5 acs./Av.	2.87 Acres +10,000	2 Acres +15,000	1.02 Acs./Avq. +20,000
View	Avg./Suburban	Avg./Suburban	Avg./Suburban	Avg./Suburban
Design and Appeal	Ranch/Avg.	Ranch/Avg.	Ranch/Avg.	Ranch/Avg.
Quality of Construction	Brick/AbAvg.	Rock&Cdr/Avg. +2,000	Frame/Avg. +3,500	Brick/Avg. +2,000
Age	26 Yrs 20 E	30 Yrs 20 E	15 Yrs 15 E -2,500	9 Yrs 8 E -6,000
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	6 : 3 : 2	7 : 3 : 1.5 +1,000	6 : 3 : 2	7 : 3 : 1.5 +1,500
Gross Living Area	1,397 Sq. Ft.	1,516 Sq. Ft. -3,570	1,496 Sq. Ft. -2,970	1,380 Sq. Ft. +510
Basement & Finished	0	N/A	N/A	N/A
Rooms Below Grade	NA	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central HVAC	Central HVAC	Central HVAC	Central HVAC
Energy Efficient Items	None	Ceill. Fans -150	Ceill. Fans -150	Ceill. Fans -150
Garage/Carport	1 Car Garage	2 Car Garage -2,500	2 Car Garage -2,500	1 Car Garage
Porch, Patio, Deck	CvPrch. Patio	Cv. Entry +2,000	Prch. Pat/Dk	Cv. Ent/Deck +1,000
Fireplace(s), etc.	Brick FP	None +2,500	0-Clear. FP +1,000	None +2,500
Fence, Pool, etc.	FrmFnc/Shop	Shop/AbGrnP1 -3,000	None +2,000	Stg. Bldg. +1,500
Other	Appls. Fount	Appls. +500	Appls. +500	Appls. +500
Net Adj. (total)		[X] + [] - \$ 11,780	[X] + [] - \$ 16,880	[X] + [] - \$ 26,360
Adjusted Sales Price of Comparable		\$ 96,780	\$ 106,380	\$ 104,860

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): The appraiser has included six comparable sales in this report. See attached addendum for Sales #4-#6. Sales #4 & #6 are older sales but located within a very close proximity to the subject. Sales #1-#3 are more recent sales but located in outlying areas of Farmington. All comparable sales required adjustments for land size. These sales are considered to be reliable and good indicators of the subject's value. Each sale is weighted evenly.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data	No Prior	Listed @ \$89,900	Listed @ \$89,900	Listed @ \$78,500
Source, for prior sales	Sale in Yr.	No Sale in past Yr.	No Sale in past Yr.	No Sale in past Yr.
within year of appraisal	Assessor	Agent Inquiry	Assessor's Files	Agent Inquiry

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: The subject is currently not under contract or listed for sale.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 104,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans & specifications.
Conditions of Appraisal: The appraiser assumes that all mechanical equipment, plumbing and electrical systems are in good working order and the septic system meets Health Dept. regulations.

Final Reconciliation: The Cost and Sales Comparison Approaches result in value estimates within a very close range. Due to the availability of adequate comparable sales data, the Sales Comparison Approach is weighted most. The Income Approach is not considered applicable to this property.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are set forth in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF September 25, 1998 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 104,000

APPRaiser	Signature	Signature	Signature
Name	Mark E. Risk GAA		
Date Report Signed	October 13, 1998		
State Certification #	CG0202		
Or State License #			
SUPERVISORY APPRAISER (ONLY IF REQUIRED):			
Signature			
Name			
Date Report Signed			
State Certification #			
Or State License #			

UNIFORM RESIDENTIAL APPRAISAL REPORT

MARKET DATA ANALYSIS

These recent sales of properties are most similar and proximate to subject and have been considered in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of the subject. If a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	696 S. Broyles Ave. Fayetteville	76 Wilson Farmington	14693 Wilmoth Farmington	221 Broyles Farmington
Proximity to Subject		1/2 Mile South	3 Miles Northwest	4 Blocks South
Sales Price	\$ NA	\$ 81,000	\$ 97,000	\$ 74,000
Price/Gross Living Area	\$ NA	\$ 58.11	\$ 64.07	\$ 61.67
Data and/or Verification Sources	Inspection Owner	MLS #98-05035 Agent/Assessor	MLS #97-03882 Assessor's Records	MLS #96-06451 Assessor's Files
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust	DESCRIPTION +(-)\$ Adjust	DESCRIPTION +(-)\$ Adjust
Sales or Financing Concessions		Conventional None	VA None	FHA None
Date of Sale/Time		11/21/97 +4% +3,240	10/30/97 +4% +3,880	3/97 +5% +3,700
Location	Farmington	Farmington	NW of Farm.	Farmington
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	3.5 acs./Av.	.63 Acs/Avg. +20,000	1 ac./Avg. +20,000	.33 acs./Avg. +23,000
View	Avg./Suburban	Avg./Suburban	Avg./Suburban	Avg./Suburban
Design and Appeal	Ranch/Avg.	Ranch/Avg.	Ranch/Avg.	Ranch/Avg.
Quality of Construction	Brick/AbAvg.	Brick/Avg. +2,000	Brick/Avg. +2,000	Brick/Avg. +2,000
Age	26 Yrs 20 E	13 Yrs 10 E -5,000	17 Yrs 15 E -2,500	9 Yrs 8 E -6,000
Condition	Average	Average	Average	Average
Above Grade Room Count	Total Bdrms: Baths 6: 3: 2	Total Bdrms: Baths 6: 3: 2	Total Bdrms: Baths 5: 3: 1.75	Total Bdrms: Baths 7: 3: 2
Gross Living Area	1,397 Sq. Ft.	1,394 Sq. Ft.	1,514 Sq. Ft. -3,510	1,200 Sq. Ft. +5,910
Basement & Finished Rooms Below Grade	0 NA	N/A N/A	N/A N/A	N/A N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Central HVAC	Central HVAC	Central HVAC	Central HVAC
Energy Efficient Items	None	Ceill. Fans -150	Ceill. Fans -150	Ceill. Fans -150
Garage/Carport	1 Car Garage	2 Car Garage -2,500	2 Car Garage -2,500	1 Car Garage
Porch, Patio, Deck, Fireplace(s), etc.	CvPrch, Patio Brick FP	Patio FrplceW/ins +2,000	CvPrch, Deck Brick FP	Porch, Deck 0-Clear. FP +1,000
Fence, Pool, etc.	FrmFnc/Shop	Fence +1,500	34 x 36 Shop -10,000	Fence +1,500
Other	Appls. Fount	Appls. +500	Appls.	Appls. +500
Net Adj. (total)		[X] + [] - \$ 21,590	[X] + [] - \$ 10,220	[X] + [] - \$ 31,460
Adjusted Sales Price of Comparable		\$ 102,590	\$ 107,220	\$ 105,460
Date, Price and Data Source for prior sales within year of appraisal	No Prior Sale in Yr. Assessor	Listed @ \$84,900 No Sale in past Yr. Assessor's Files	Listed @ \$99,900 No Sale in past Yr. Assessor's Files	No Sale in past Yr. Agent Inquiry
Comments - Comp. #4 :	This home is similar in appeal to the subject. It is located just south of the subject. A large site adjustment was necessary. It occurred last year and would need a time adjustment.			
Comments - Comp. #5 :	This home is located northwest of the subject off of Harmon Rd. in the Farmington School District. The home is of similar appeal. It included a large relatively new shop building.			
Comments - Comp. #6 :	This is a small brick home located just south of the subject on Broyles Rd. It required a large time adjustment and site adjustment. Similar appeal.			

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

Budget Year 1998	Department: Public Works Division: Water & Sewer Program: Sewer Mains Construction	Date Requested 11/09/98	Adjustment #
---------------------	--	----------------------------	--------------

Project or Item Requested: Funding is requested for land purchase in conjunction with the Wastewater Treatment Plant Expansion project.	Project or Item Deleted: None. Use of fund balance is proposed for this adjustment.
---	---

Justification of this Increase: The funds requested will provide the City with funding to purchase necessary parcels of land for the Wastewater Treatment Plant Expansion project. This phase of the project is currently scheduled for 1999. This request will advance the land acquisition phase from early 1999 to late 1998.	Justification of this Decrease: Sufficient cash & investments exist within Water & Sewer Fund to meet this request, all planned capital funding items currently budgeted and comply with City policy.
--	---

Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Land Acquisition	3,127,000	5400 5100 5805 00	98105 30

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Use of Fund Balance	3,127,000	5400 0940 4999 99	

Approval Signatures

Requested By 	Date 11/9/98
Budget Coordinator	Date
Department Director	Date
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

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

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 17, 1998.

FROM: _____
Alett Little Planning Public Works
Name Division Department

ACTION REQUESTED: For the Council to adopt an ordinance to correct the legal description for Vacation 94-2 accomplished by City Ordinance Number 3835.

To approve

COST TO CITY:

\$0

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

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

CONTRACT/GRANT/LEASE REVIEW:		GRANTING AGENCY:	
<u>Marilyn J. Cramer</u>	<u>11-9-98</u>	<u>_____</u>	<u>_____</u>
Accounting Manager	Date	ADA Coordinator	Date
<u>_____</u>	<u>11-6-98</u>	<u>Golanda Fields</u>	<u>11-9-98</u>
City Attorney	Date	Internal Auditor	Date
<u>P. Vice</u>	<u>11-9-98</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION: Staff recommends approval of this request to correct the legal description of Ordinance 3835.

<u>Alett Little</u>	<u>11-6-98</u>	Cross Reference
Division Head	Date	
<u>_____</u>	<u>11-9-98</u>	
Department Director	Date	
<u>_____</u>	<u>9 Nov 98</u>	
Administrative Services Director	Date	New Item: Yes ☒ No ☐
<u>_____</u>	<u>11/11/98</u>	Prev Ord/Res#: <u>3835</u>
Mayor	Date	Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264
Fax: 501-575-8316

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council

FROM: Alett Little, City Planner

DATE: November 6, 1998

SUBJECT: Corrected legal description and right-of-way dedication for Lots 21 and 23 of Colt Square

Ordinance 3835 passed by the City Council on October 4, 1994 vacated 50' street right-of-way which passed between lots 21 and 23 as shown on the attached drawing. As conditions of the right-of-way vacation the following were required:

1. The west 20' of the right of way was to be retained as easement
2. The east 15' of the right of way was to be retained as easement
3. The northern 20' of the right of way was to be retained as easement
2. A strip of land 25' in width was to be dedicated along the south lot line of Lot 21 for replacement right-of-way

The legal description which accompanied the original request did not dedicate the requested right-of-way and it was not clear as to the retention of the general utility easements. Ordinance 3835 also reserved an easement over the entire vacated street right-of-way when the intent of the purchaser was to connect the two lots and make them one. (The current wording still has the lots separated by a utility easement.)

In reviewing the matter with the current owner of the property, who was the purchaser of the property at the time of the other action, the northern 20' refers to the easement which is already in place on Lot 23 and the requested easement on the east side of the property is not necessary because there is also 25' of street right-of-way which is located to the east and serves as a utility easement under the city's franchise agreement.

The attached legal description and drawing clarifies the applicant's request and the city's intent.

The requested action of the Council is to adopt an ordinance to correct the legal description which was a part of ordinance 3835.

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

EXHIBIT A

LEGAL DESCRIPTION: (50' Right of Way Vacation)

Part of Lot 23 and Part of Lot 21 of Colt Square in Fayetteville, Arkansas 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 commencing at the N.E. Corner of Lot 23 thence S $0^{\circ}42'48''$ W 230.82 Feet to the P.O.B., thence S $0^{\circ}42'48''$ W 50.00 Feet, thence S $89^{\circ}46'07''$ W 90.75 Feet, thence along a curve to the left 48.26 Feet, said curve having a radius of 75.00 Feet and an interior angle of $36^{\circ}52'11''$ thence N $89^{\circ}46'07''$ E 90.34 Feet to the P.O.B.

LEGAL DESCRIPTION: (25' New Access Easement)

Part of Lot 21 of the Colt Square Subdivision as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Beginning at the S.E. Corner of said Lot 21 thence S $89^{\circ}49'14''$ W 185.00 Feet, thence NORTH 25.00 Feet, thence N $89^{\circ}49'14''$ E 184.69 Feet, thence S $0^{\circ}42'48''$ E 25.00 Feet to the P.O.B.



LEGAL DESCRIPTION: Lots 21 & 23 of Colt Square in the City of Fayetteville as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

NOTE: This property is not affected by the 100 year flood plain as per FIRM # 05143C0084C dated 9-18-91.

East Colt Dr.

-  = NEW ACCESS ESMT
-  = VACATED ACCESS ESMT.



JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-682-4807

SCALE: 1"=60'

JOB No:

CHECKED BY:

DRAWN BY:

DATE: 11-6-98

DESIGNED BY:

Property survey for Keating Enterprises, Inc.

for 11-17-98 Council

ORDINANCE NO. 3835

RECORD
04 OCT 24 PM 1 53

WASHINGTON CO AR
A. KOLMEYER

MICROFILMED

AN ORDINANCE VACATING AND ABANDONING A 50 FOOT RESERVED STREET RIGHT-OF-WAY LOCATED BETWEEN LOTS 21 AND 23 OF THE COLT SQUARE SUBDIVISION, SUBJECT TO THE RESERVATION OF UTILITY EASEMENTS ON, OVER, ACROSS AND UNDER CERTAIN PORTIONS OF THE SUBJECT PROPERTY; AND CONTINGENT UPON THE DEDICATION OF AN ALTERNATE STREET RIGHT-OF-WAY TO BE LOCATED ALONG THE SOUTHERN PORTION OF LOT 21 OF THE COLT SQUARE SUBDIVISION.

WHEREAS, the City Council has the authority under Ark. Code Ann. §14-54-104 to vacate public grounds which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, subject to the reservation of utility easements, in and to the following described property located in Washington County, Arkansas:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The City of Fayetteville hereby reserves utility easements on, over, across and under the northern 20 feet, the western 20 feet, and the eastern 15 feet of the above described property, to construct, lay, remove, relay, enlarge, and maintain public utility lines.

Section 3. Said utility easements shall be for the benefit of the electric power companies, telephone companies, gas companies, and the City of Fayetteville, Arkansas.

Section 4. As a condition of the abandonment of the above described street right-of-way, an alternate street right-of-way shall be granted to run along the southern portion of lot 21 of Colt Square Subdivision, as described more fully in Exhibit "A", attached hereto and made a part hereof.

Section 5. A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.



94064041

Original Regu

Page 2

Ordinance No. 3835

October 5, 1994

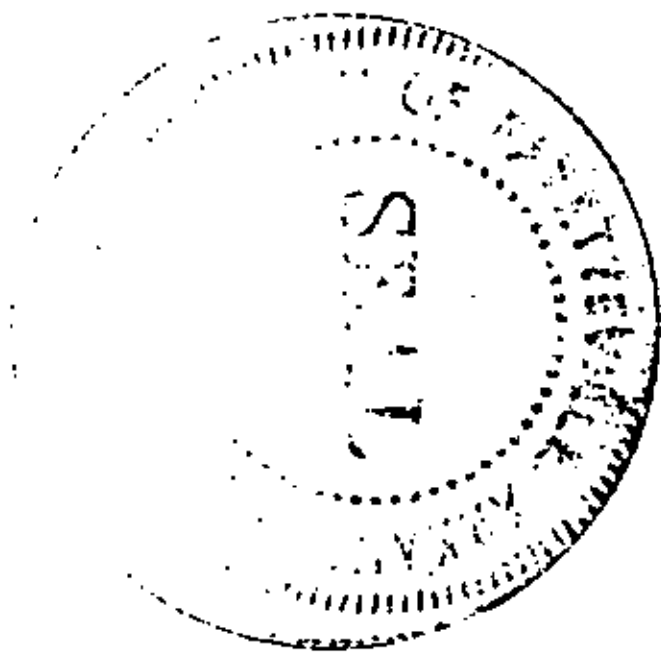
PASSED AND APPROVED this 4th day of October, 1994.

APPROVED:

By: *Fred Hanna*
Fred Hanna, Mayor

ATTEST:

By: *Traci Paul*
Traci Paul, City Clerk



94064042

Original Request

EXHIBIT A

LEGAL DESCRIPTION: (50' R/W Vacation)

The South 25' of Lot 23 and the North 25' of Lot 21 of Colt Square in Fayetteville, Arkansas 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 Commencing at the N.E. Corner of Lot 23 thence S 0°42'48"W 230.82 Feet to the P.O.B., thence S 0°42'48"W 50.00 Feet, thence S 89°46'07"W 115.75 Feet, thence along a curve to the left 52.34 Feet, said curve having a radius of 50.00 Feet and an interior angle of 59°59'27" thence N 89°46'07"E 115.34 Feet to the P.O.B.

50' RIGHT OF WAY VACATION

94064043

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE:

JOB No:

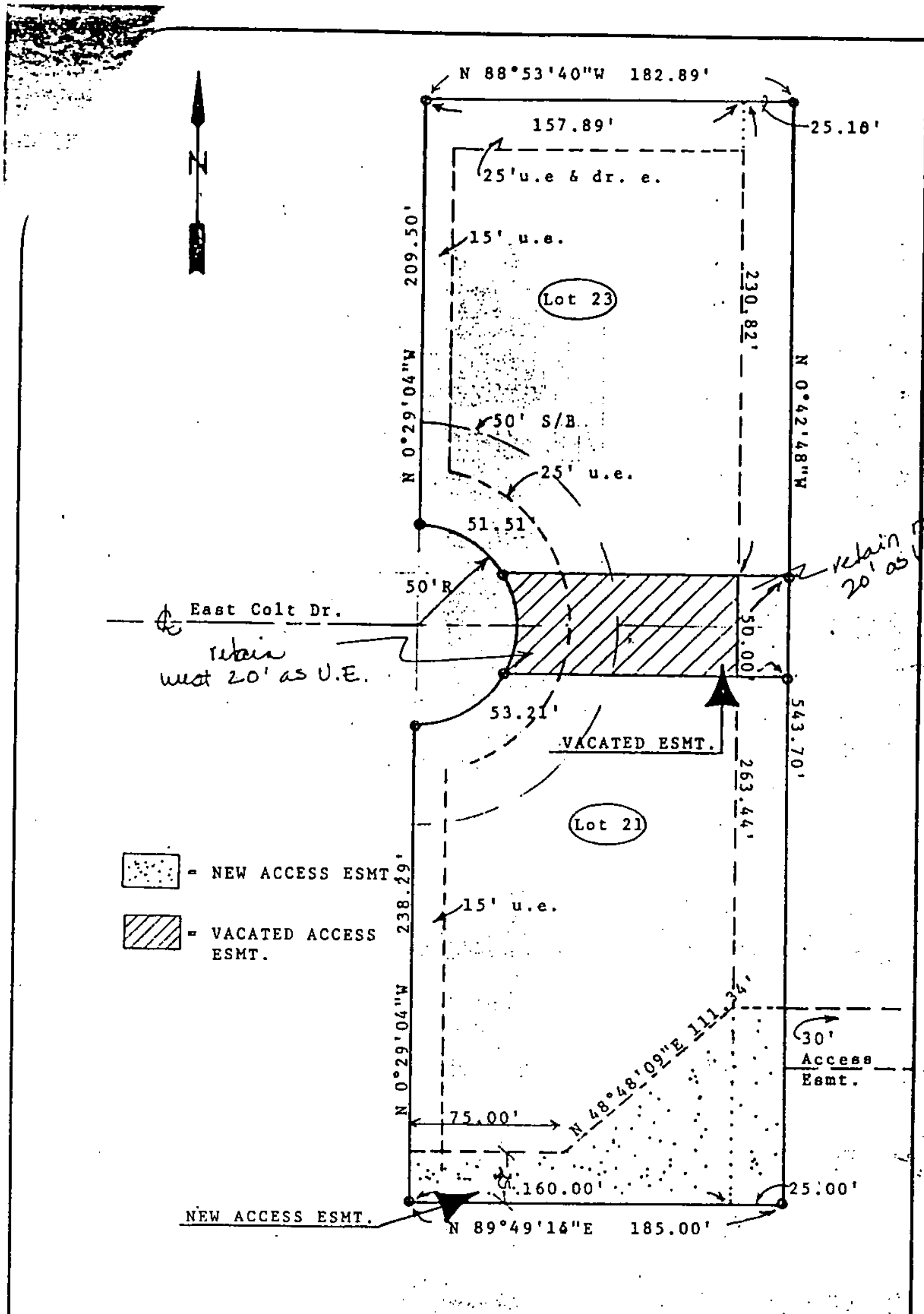
CHECKED BY:

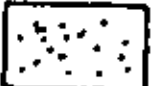
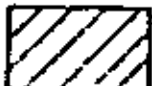
DRAWN BY:

DATE:

DESIGNED BY:

Original Request



-  = NEW ACCESS ESMT
-  = VACATED ACCESS ESMT.

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE: 1"=60'

JOB No:

CHECKED BY:

DRAWN BY:

DATE: 9/30/94

DESIGNED BY:

Access Easement

Lot 21 & 23 Colt Square

Original D

ORDINANCE NO. _____

AN ORDINANCE VACATING AND ABANDONING A RESERVED UTILITY EASEMENT ON, OVER, ACROSS AND UNDER THE NORTHERN 20 FEET, THE WESTERN 20 FEET, AND THE EASTERN 15 FEET OF A PREVIOUSLY VACATED AND ABANDONED STREET RIGHT OF WAY BETWEEN LOTS 21 AND 23 OF THE COLT SQUARE SUBDIVISION CONTINGENT UPON THE DEDICATION OF A STREET RIGHT OF WAY ALONG THE SOUTHERN PORTION OF LOT 21 OF COLT SQUARE SUBDIVISION

WHEREAS, the Fayetteville City Council by Ordinance no. 3835 vacated a 50 foot reserved street right of way located between Lots 21 and 23 of the Colt Square; and

WHEREAS, such vacation reserved a utility easement along and/or through such right of way; and

WHEREAS, such reserved utility easement was granted in error and/or is no longer required for corporate purposes; and

WHEREAS, the City Council has the authority under Ark. Code Ann. §14-54-104 to vacate public grounds which 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 hereby vacates and abandons all of its right together with the right of the public generally in and to the utility easement reserved in Ordinance No. 3835 filed on October 24, 1994 in Washington County, Arkansas and located in Washington County, Arkansas and more properly described as follows:

See Exhibit A attached hereto and made a part hereof.

Section 2. As a condition of the aforementioned vacation and abandonment of said utility easement, a street right of way shall be granted to the City of Fayetteville to run along the Southern portion of Lot 21 of Colt Square Subdivision, as described more fully in Exhibit A above.

Section 3. A copy of this ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the deed records of the county.

PASSED AND APPROVED this ____ day of _____, 1998.

Page 2

Ordinance No. _____

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

DRAFT

EXHIBIT A

The Northern 20 feet, the Western 20 feet and the Eastern 15 feet of the property described below:

The South 25' of Lot 23 and the North 25' of Lot 21 of Colt Square in Fayetteville, Arkansas 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 Commencing at the N. E. Corner of Lot 23 thence S $0^{\circ}42'48''$ W 230.82 Feet to the P.O.B., thence S $0^{\circ}42'48''$ W 50.00 Feet, thence S $89^{\circ}46'07''$ W 115.75 Feet, thence along a curve to the left 52.34 Feet, said curve having a radius of 50.00 Feet and an interior angle of $59^{\circ}59'27''$ thence N $89^{\circ}46'07''$ E 115.34 Feet to the P.O.B.

VOID

FILED FOR RECORD
'94 OCT 24 PM 1 53

ORDINANCE NO. 3835

WASHINGTON CO AR
A. KOLLMEYER

MICROFILMED

AN ORDINANCE VACATING AND ABANDONING A 50 FOOT RESERVED STREET RIGHT-OF-WAY LOCATED BETWEEN LOTS 21 AND 23 OF THE COLT SQUARE SUBDIVISION, SUBJECT TO THE RESERVATION OF UTILITY EASEMENTS ON, OVER, ACROSS AND UNDER CERTAIN PORTIONS OF THE SUBJECT PROPERTY; AND CONTINGENT UPON THE DEDICATION OF AN ALTERNATE STREET RIGHT-OF-WAY TO BE LOCATED ALONG THE SOUTHERN PORTION OF LOT 21 OF THE COLT SQUARE SUBDIVISION.

WHEREAS, the City Council has the authority under Ark. Code Ann. §14-54-104 to vacate public grounds which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, subject to the reservation of utility easements, in and to the following described property located in Washington County, Arkansas:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The City of Fayetteville hereby reserves utility easements on, over, across and under the northern 20 feet, the western 20 feet, and the eastern 15 feet of the above described property, to construct, lay, remove, relay, enlarge, and maintain public utility lines.

Section 3. Said utility easements shall be for the benefit of the electric power companies, telephone companies, gas companies, and the City of Fayetteville, Arkansas.

Section 4. As a condition of the abandonment of the above described street right-of-way, an alternate street right-of-way shall be granted to run along the southern portion of lot 21 of Colt Square Subdivision, as described more fully in Exhibit "A", attached hereto and made a part hereof.

Section 5. A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.



94064041

Page 2

Ordinance No. 3835

October 5, 1994

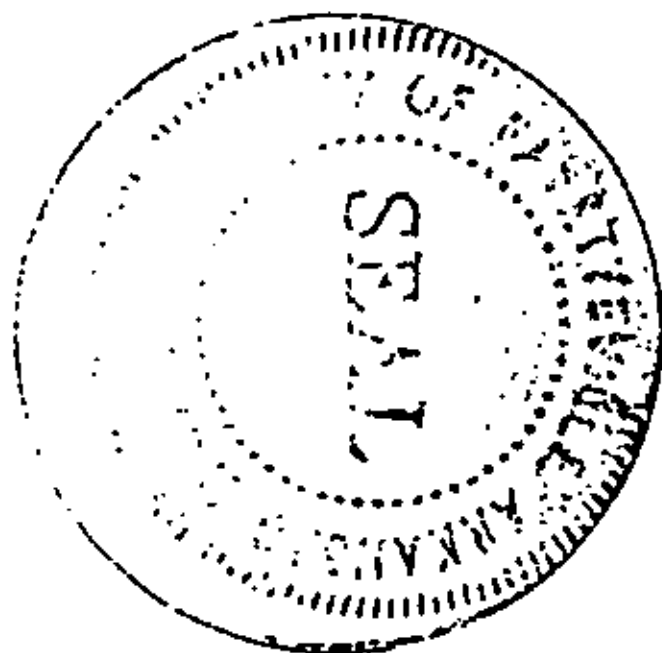
PASSED AND APPROVED this 4th day of October, 1994.

APPROVED:

By: *Fred Hanna*
Fred Hanna, Mayor

ATTEST:

By: *Traci Paul*
Traci Paul, City Clerk



94064042

EXHIBIT A

LEGAL DESCRIPTION: (50' R/W Vacation)

The South 25' of Lot 23 and the North 25' of Lot 21 of Colt Square in Fayetteville, Arkansas 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 Commencing at the N.E. Corner of Lot 23 thence S $0^{\circ}42'48''$ W 230.82 Feet to the P.O.B., thence S $0^{\circ}42'48''$ W 50.00 Feet, thence S $89^{\circ}46'07''$ W 115.75 Feet, thence along a curve to the left 52.34 Feet, said curve having a radius of 50.00 Feet and an interior angle of $59^{\circ}59'27''$ thence N $89^{\circ}46'07''$ E 115.34 Feet to the P.O.B.

50' RIGHT OF-WAY VACATION

94064043

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703PH 501-442-9127
FAX 501-502-4807

SCALE:	JOB No:	CHECKED BY:	DRAWN BY:
DATE:	DESIGNED BY:		

STAFF REVIEW FORM

 X AGENDA REQUEST
 CONTRACT REVIEW
 GRANT REVIEW

For the Fayetteville City Council meeting of November 17, 1998.

FROM:

<u>Connie Edmonston</u>	<u>Parks & Recreation</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED: Approval of Wilson Park castle renovations project, bid #98-90 to Heckathorn Construction in the amount of \$51,226, project contingency and budget adjustment.

COST TO CITY:

<u>\$51,226 + 5,000 Contingency</u>	<u>\$29,850</u>	<u>Parks Improvement</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>2250-9250-5806-00</u>	<u>\$6,236</u>	
Account Number	Funds Used To Date	Program Name
<u>96094</u>	<u>\$23,614</u>	<u>HMR</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item xx Budget Adjustment Attached

[Signature]
Budget Coordinator

[Signature]
Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn J. Bryner
Accounting Manager

[Signature]
City Attorney

[Signature] PR
Purchasing Officer

11-6-98
Date

11-9-98
Date

11-9-98
Date

[Signature]
ADA Coordinator

[Signature]
Internal Auditor

11-9-98 ✓
Date

STAFF RECOMMENDATION:

Approval of bid award, project contingency and budget adjustment

[Signature]
Division Head

[Signature]
Department Director

[Signature]
Administrative Services Director

[Signature]
Mayor

11-4-98
Date

11-9-98
Date

11/10/98
Date

Cross Reference

New Item: Yes No

Prev Ord/Res
#: _____

Orig Contract
Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU Charles Venable, Public Work Director *CV*

FROM: *C.E.*
Connie Edmonston, Parks & Recreation Superintendent

DATE: November 5, 1998

SUBJECT: Award of Wilson Park Castle Renovation #98-90

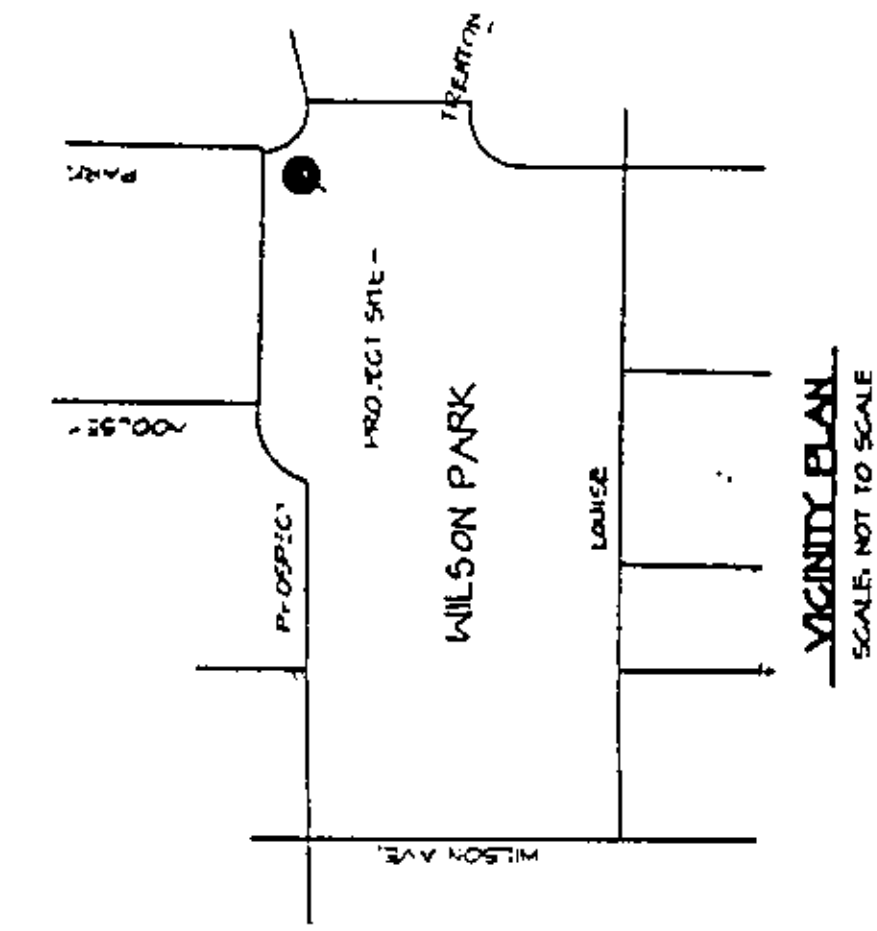
The Parks and Recreation requests your acceptance to award the Wilson Park castle renovation project to Heckathorn Construction Company in the amount of \$51,226 plus a contingency of \$5,000 for a total of \$56,226. We recommend both phases be awarded together to one contractor combining the two phases totals to the lowest bid. This renovation project addresses safety, erosion and drainage problems in the castle area. It will eliminate the erosion problem to the east of the castle with construction of a rock wall. Rocks on the existing planters will be secured and the dam will be reinforced to allow for better water circulation in the pond. Additional aggregate walkways will be added to eliminate muddy and standing water areas and for aesthetic purposes. Future phases will include repairs to the bridge, castle, planter boxes and pond gate, and the installation of lighting and pond fountain.

I will be attending the City Council agenda session and meeting should you have any questions, or you may call me at 444-3473.

Attachments:

Contract
Bid Tabulation
Site Plan Phase I
Site Plan Phase II

(Castle)



LEGEND
 AREA WITH IN THE SCOPE OF WORK FOR THIS PHASE

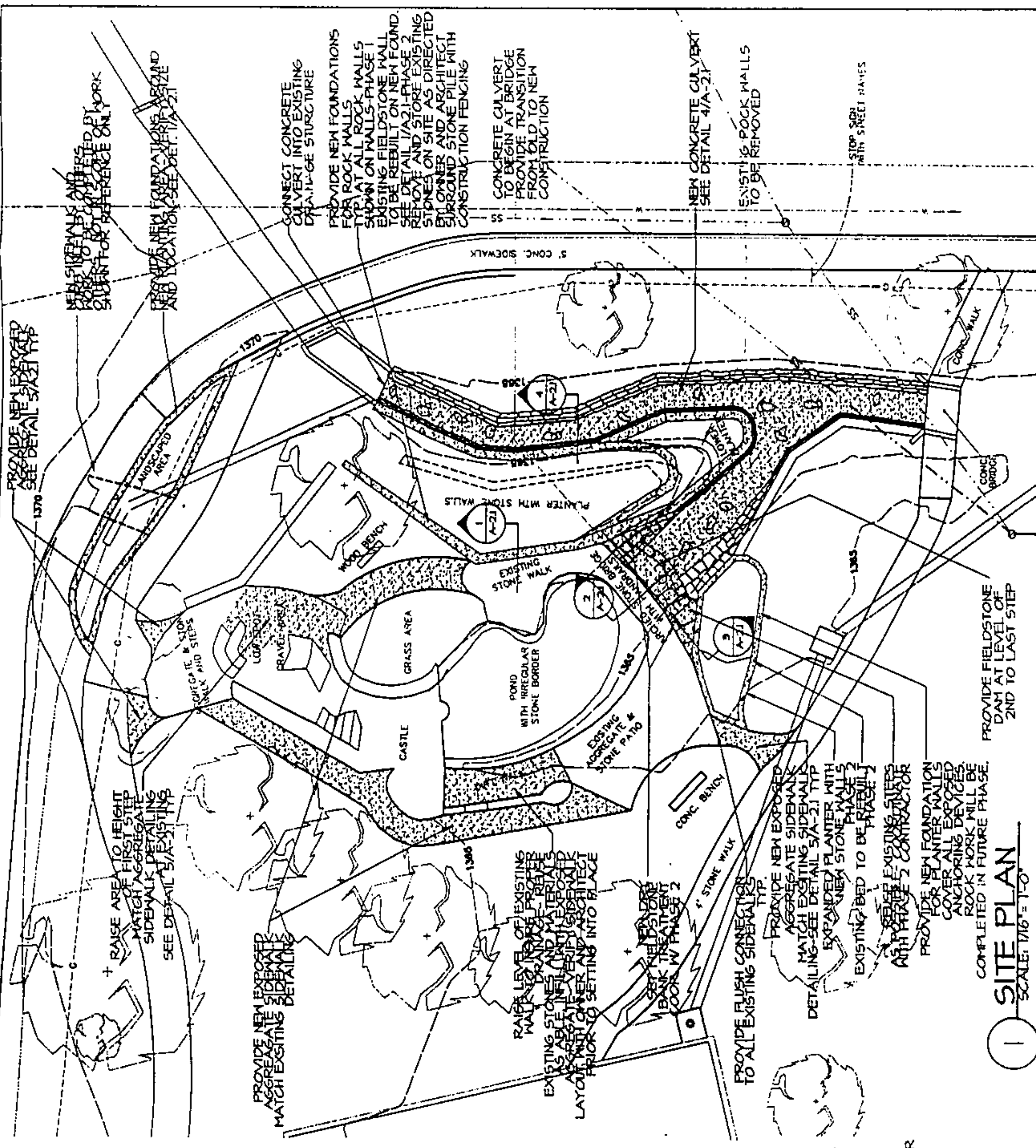
PHASING NOTES

1. PHASE ONE WORK TO INCLUDE DEMOLITION OF EXISTING PLANTER WALLS, EXCAVATION, FORMING AND POURING OF CONCRETE FOUNDATIONS, DRAINAGE STRUCTURE AND SIDEWALK. PHASE TWO WORK TO INCLUDE PROVIDING NEW RETAINING WALL AND ROCK PLANTER WALLS AS INDICATED ON PLAN.

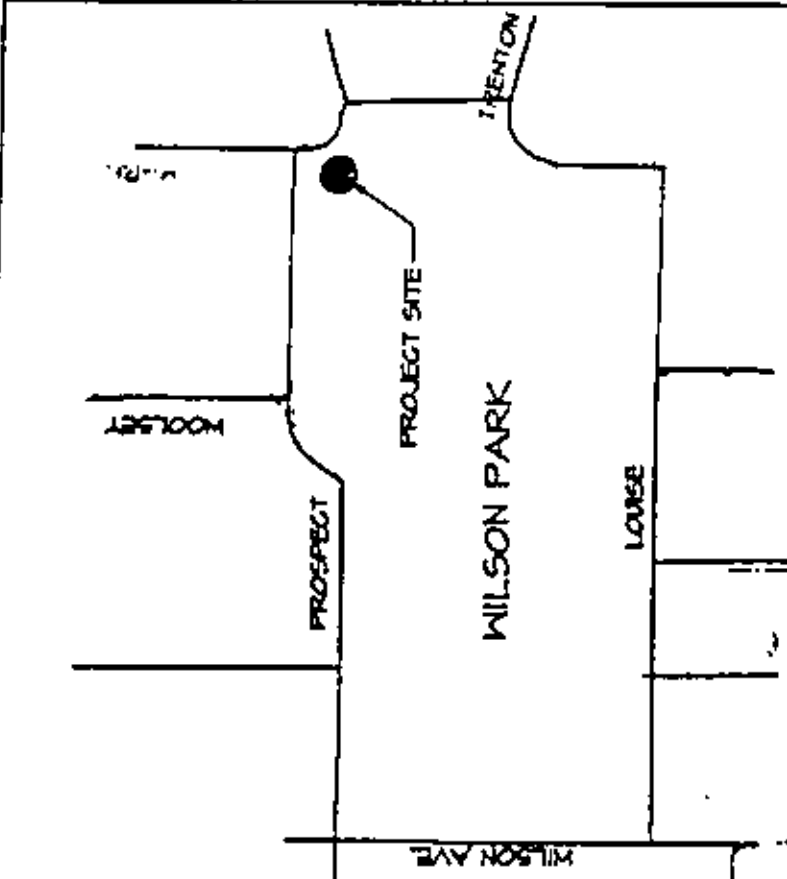
GENERAL NOTES

1. PHASE TWO WORK TO BE COMPLETED UNDER SEPARATE CONTRACT. PROVIDE ALL ELEMENTS NECESSARY FOR CONNECTION OF PHASE TWO WORK ON TOP OF THE FOUNDATION FOR PHASE ONE. COORDINATE WITH PHASE TWO CONTRACTOR.
2. EXISTING STONE TO BE REMOVED FROM FLOUNDER BEDS AND STORED ON SITE WITHIN PROTECTIVE FENCING.
3. DUE TO THE LARGE AMOUNT OF PEDESTRIAN TRAFFIC AT WILSON PARK, CONTRACTOR SHALL PAY CLOSE ATTENTION TO PROVIDING SAFETY BARRICADES AROUND CONSTRUCTION. CONTRACTOR SHALL ALSO COORDINATE WITH OWNER TO PROVIDE SIGNAGE TO NOTIFY PARK VISITORS OF CLOSED AREAS AND DIRECT THEM TO ALTERNATE AREAS AS NECESSARY.
4. EXTREME CAUTION SHALL BE TAKEN IN PROVIDING A SAFE PARK ENVIRONMENT FOR ALL USERS. REMAIN IN USE DURING CONSTRUCTION.
5. ANY EXCAVATION REQUIRED AT PLANTER BED SHOULD BE STORED ON SITE AS DIRECTED BY OWNER. ALL EXCAVATION REQUIRED BELOW GRADE WILL BE DISPOSED OF OFF-SITE BY CONTRACTOR.

LOCATION OF ALL ELEMENTS SHOWN ON PLAN ARE APPROXIMATE. FINAL LOCATION TO BE VERIFIED IN FIELD BY OWNER AND ARCHITECT. SOME CHANGE IN PLAN LOCATION CAN BE ANTICIPATED.



1 SITE PLAN
 SCALE: 1/16" = 1'-0"



VICINITY PLAN
SCALE: NOT TO SCALE

LEGEND

AREA WITHIN THE SCOPE OF WORK FOR THIS PHASE

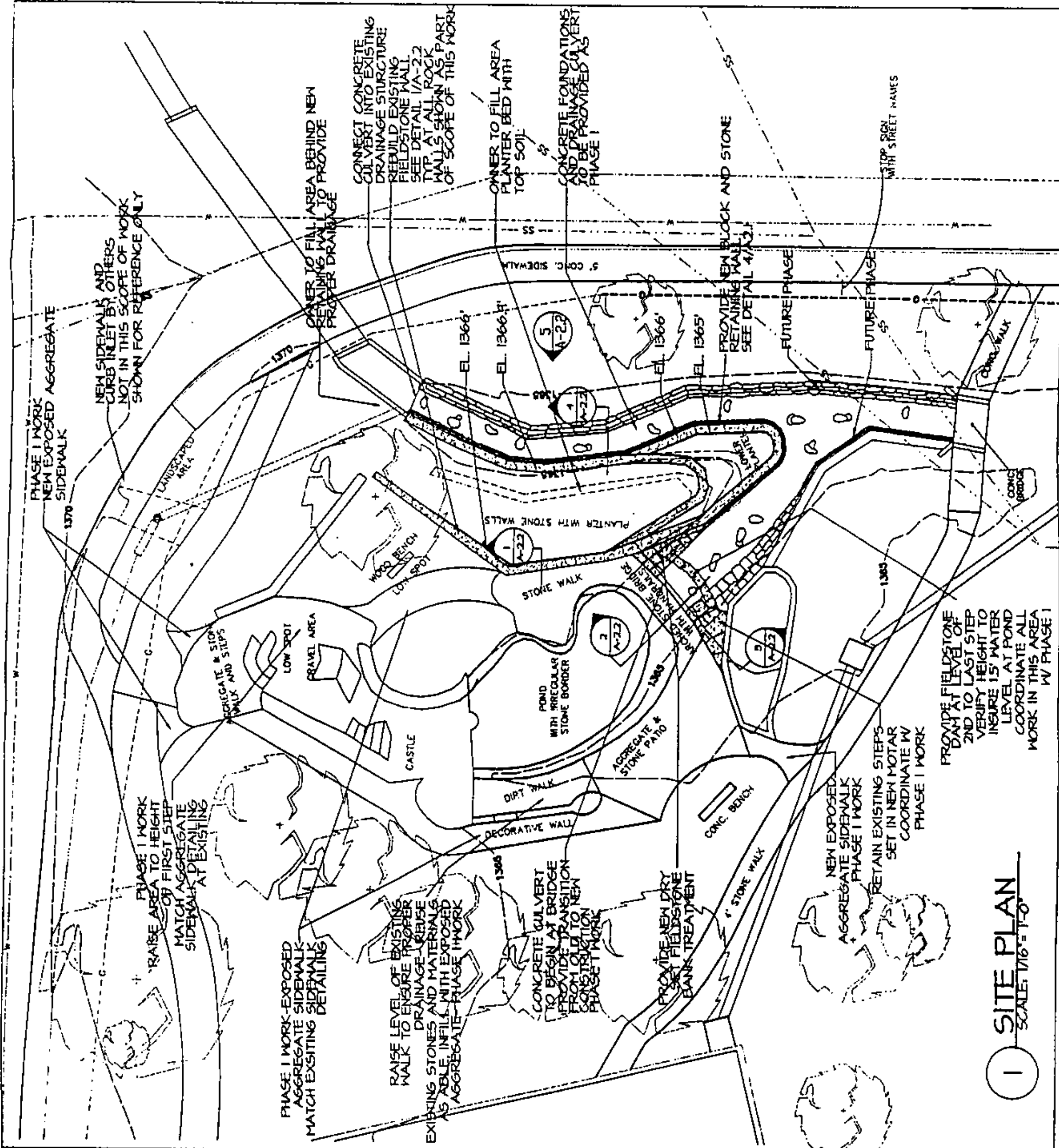
PHASING NOTES

1. PHASE ONE WORK TO INCLUDE DEMOLITION OF EXISTING PLANTER WALLS, EXCAVATION, FORMING AND POURING OF CONCRETE FOUNDATIONS, DRAINAGE STRUCTURE AND SIDEWALK. PHASE TWO WORK TO INCLUDE PROVIDING NEW RETAINING WALL AND ROCK PLANTER WALLS AS INDICATED ON PLAN.

GENERAL NOTES

- PHASE ONE WORK TO BE COMPLETED UNDER SEPARATE CONTRACT. ALL ELEMENTS NECESSARY FOR COMPLETION OF THIS PHASE ARE IN PLACE OR COORDINATED WITH PHASE ONE CONTRACTOR.
- REUSE EXISTING STONE STORED ON SITE FROM PHASE I DEMOLITION AS ABLE.
- DUE TO THE LARGE AMOUNT OF PEDESTRIAN TRAFFIC AT WILSON PARK, CONTRACTOR SHALL PAY CLOSE ATTENTION TO PROVIDING SAFETY BARRICADES AROUND CONSTRUCTION. CONTRACTOR SHALL ALSO COORDINATE WITH OWNER TO PROVIDE SIGNAGE TO DIRECT THEM TO ALTERNATE AREAS AND EXTREME CAUTION SHALL BE TAKEN IN PROVIDING A SAFE PARK ENVIRONMENT FOR ALL USERS, REMAIN IN USE DURING CONSTRUCTION.

LOCATION OF ALL ELEMENTS SHOWN ON PLAN ARE APPROXIMATE. FINAL LOCATION TO BE VERIFIED IN FIELD WITH OWNER AND ARCHITECT. SOME CHANGE IN PLAN LOCATION CAN BE ANTICIPATED.



Appropriated Funds

TABULATION OF BIDS

PROJECT _____

DESCRIPTION Wilson Park Castle Renovation

F.O.B. _____

TABULATION OF BIDS

DATE OPENED 11/4/98 4:00 PM

BID NO. 98-96 PROJECT NO.		UNIT/QUANT COST	ITEM	ITEM	ITEM	ITEM	ITEM	EXTENSION
BIDDER:	Hecker Thompson		25,363.00	Sheet I				
ADDRESS:	Const	EXT. COST		25,863.00	Sheet II			
BIDDER:		UNIT/QUANT COST						
ADDRESS:		EXT. COST						
BIDDER:	Marmon		48,987.00	Sheet I				
ADDRESS:		UNIT/QUANT COST		28,954.00	Sheet II			
BIDDER:		EXT. COST						
BIDDER:		UNIT/QUANT COST						
ADDRESS:		EXT. COST						
BIDDER:	R.P.D.		63,662.00	Sheet I				
ADDRESS:	Quality Const	UNIT/QUANT COST		14,570.00	Sheet II			
BIDDER:		EXT. COST						
BIDDER:		UNIT/QUANT COST						
ADDRESS:		EXT. COST						
BIDDER:	Charles							
ADDRESS:	Wind	UNIT/QUANT COST						
BIDDER:		EXT. COST						
BIDDER:		UNIT/QUANT COST						
ADDRESS:		EXT. COST						
BIDDER:								
ADDRESS:		UNIT/QUANT COST						
BIDDER:		EXT. COST						

BID AWARD SUMMARY:

ITEM _____	TO _____	_____	P.O. # _____	_____	DATE _____ CERTIFIED BY _____ REMARKS: _____ _____ PURCHASING OFFICER _____ WITNESS
ITEM _____	TO _____	_____	P.O. # _____	_____	
ITEM _____	TO _____	_____	P.O. # _____	_____	
ITEM _____	TO _____	_____	P.O. # _____	_____	
ITEM _____	TO _____	_____	P.O. # _____	_____	

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

Budget Year 1998	Department:	Public Works	Date Requested 11/6/98	Adjustment #
	Division:	Parks & Recreation		
	Program:	Parks Development		

Project or Item Requested: \$32,612 is requested in the Wilson Park Castle Renovation Capital Project.	Project or Item Deleted: \$32,612 from the Wilson Park Renovation Capital Project.
--	--

Justification of this Increase: The additional funding is needed to cover the submitted bid for this project.	Justification of this Decrease: There will be sufficient funding in project to meet objectives.
---	---

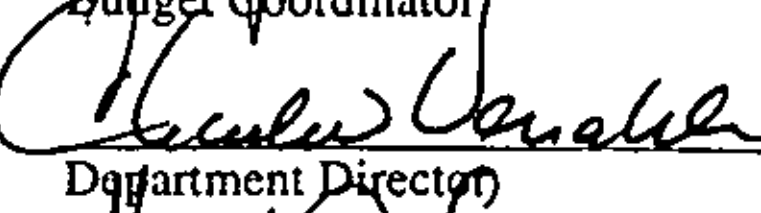
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvements	32,612	2250	9250	5806	00	96094	1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number				Project Number	
Park Improvements	32,612	2250	9250	5806	00	98010	1

Approval Signatures

Requested By	Date
	11/6/98
Budget Coordinator	Date
	11/9/98
Department Director	Date
	9 NOV 98
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

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



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT

made as of the fifth day of November in the year of Nineteen Hundred and Ninety-Eight

BETWEEN the Owner:

(Name and address)

CITY OF FAYETTEVILLE

113 WEST MOUNTAIN

FAYETTEVILLE, ARKANSAS 72701

and the Contractor:

(Name and address)

HECKATHORN CONSTRUCTION COMPANY, INC.

1880 BIRCH AVENUE

FAYETTEVILLE, ARKANSAS 72703

The Project is:

(Name and location)

WILSON PARK CASTLE RENOVATIONS

PHASE I & PHASE II

FAYETTEVILLE, ARKANSAS

The Architect is:

(Name and address)

WITTENBERG, DELONY & DAVIDSON, INC

100 WEST CENTER, SUITE 102

FAYETTEVILLE, ARKANSAS 72701

The Owner and Contractor agree as set forth below.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • AIA • COPYRIGHT 1987 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A101-1987

User Document: F-CASTLE.DOC -- 11/6/1998. AIA License Number 131378, which expires on 6/30/1999 -- Page #1

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~or as follows:~~

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be established in a written "Notice to Proceed" issued by the Architect for each phase.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

Sixty (60) consecutive calendar days from the date of the written "Notice to Proceed" for each of the two phases.

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Liquidated Damages of One hundred dollars (\$100.00) per calendar day, not including acceptable delay days, per the terms of Article 1.10 of Section 01100 of the Project Manual.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of Phase I: Twenty Five Thousand Three Hundred Sixty Three and no/100 Dollars & Phase II: Twenty Five Thousand Eight Hundred Sixty-Three and no/100 Dollars (\$ 25,363.00 Phase I & \$ 25,863.00 Phase II), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

None

4.3 Unit prices, if any, are as follows:

None

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make ~~progress~~ a lump sum payments per Phase on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be ~~one calendar month ending on the last day of the month, or~~ as follows:

Single lump sum payment for Phase I and Single lump sum payment for Phase II, per Article 9.3, Item I as modified in the Supplementary Conditions.

5.3 ~~Provided an~~ At the completion of each Phase of the work and if the Application for Payment is received by the Architect not later than the Twenty Fifth day of a ~~that~~ month, the Owner shall make payment to the Contractor not later than the Owner's next regularly scheduled purchase order processing period day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the Owner's next regularly scheduled purchase order processing period days after the Architect receives the Application for Payment. Unless a problem with the Payment Request is identified by the Architect, the Architect will have five (5) working days to review and process the Payment Request.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 ~~Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.~~

5.6 ~~Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

5.6.1. ~~Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of percent (%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;~~

5.6.2 ~~Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing); less retainage of percent (%);~~

5.6.3 ~~Subtract the aggregate of previous payments made by the Owner; and~~

5.6.4 ~~Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions;~~

5.7 The ~~progress~~ final lump sum payment amount ~~determined in accordance with Paragraph 5.6~~ shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (100 %) of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 ~~Reduction or limitation of retainage, if any.~~ Retainage shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Retainage of 10% of the Contract Sum shall be held from the lump sum payment made at the end of each phase until all applicable close out documentation and as-built drawings have been submitted to the Architect and approved by the Owner.

**ARTICLE 6
FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Before issuance of the lump sum, final certificate, the Contractor shall obtain in writing from the Bonding company, approval of such payment. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the contract work by the Owner, shall be acceptance of any work or materials not in accordance with the contract or contract documents.

**ARTICLE 7
MISCELLANEOUS PROVISIONS**

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

None

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None

**ARTICLE 8
TERMINATION OR SUSPENSION**

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS**

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 21, 1998, and are as follows:

Document	Title	Pages
00100	Bid Solicitation	1
00200	Instructions to Bidders	3
00320	Geotechnical Data	1
00330	Existing Conditions	1
00400	Bid Form	2
00600	Bonds	1
00700	General and Supplementary Conditions	4 with attachment of AIA document A201 by reference

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Divisions 1 through 4 as listed in the Table of Contents in the Project Manual dated October 21, 1998		

9.1.5 The Drawings are as follows, and are dated August 04, 1998 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
C1.1	Survey	1
A1.1	Phase One Site Plan	1
A1.2	Phase Two Site Plan	1
A2.1	Phase One Details	1
A2.2	Phase Two Details	1

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
None		

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

City of Fayetteville Terms and Conditions.(2 pages)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER

(Signature)

(Printed name and title)

CONTRACTOR

(Signature)

DON L. HEERATHORN, PRESIDENT
(Printed name and title)

11

For the Fayetteville City Council meeting of November 17, 1998

ACTION REQUIRED: The Airport requests approval of the contract with Time Striping, Inc. in the amount of \$44,631.00 for the re-striping of the runway and taxiways. Bids for this project were opened October 27 and Time Striping had the lowest bid while meeting all of the bid requirements. This project is budgeted for this year and has been approved by the Airport Board at its November 5 meeting..

COST TO CITY:

~~BUDGET REVIEW:~~

~~Budget Coordinator~~

Administrative Services Director

GRANTING AGENCY: _____

STAFF RECOMMENDATION: Staff recommends approval.

Division Head _____ Date _____

Cross Reference

Department Director _____ Date 9 Nov 98
Kenn D. Cusumano
 Administrative Services Director _____ Date _____
Fred Hume
 Mayor _____ Date 11/10/98

New Item: Yes No

Pre Or/Res#: _____

Orig.Cont.Date

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Fayetteville City Council

THRU: Fred Hanna, Mayor

FROM: Dale Frederick, Airport Manager 

DATE: November 5, 1998

SUBJECT: Airfield Re-Striping Contract Award

The Airport requests the City Council approve the contract with Time Striping in the amount of \$44,631.00 for re-striping the runway and taxiways. Bids for this project were opened on October 27 and Time Striping had the lowest bid while meeting all bid specifications. This project is included in the airport's 1998 capital improvements budget. This contract has been approved by the Airport Board at its November 5 meeting.

Approval of a \$2,500.00 contingency is also requested.

Attachments: Staff Review
Bid Tabulation
Time Striping Contract (3 originals)

Formal Verbal Quotation

Performance Bond Required

113 W. Mountain Street Fayetteville, Arkansas 72701

Contracted funds \$51,000.00

TABULATION OF BIDS

PROJECT: Amfield Parkway DATE OPENED: 10/27/98 F.O.B. 10:00 AM

BID NO. <u>98-89</u> PROJECT NO. <u></u>		ITEM <u>1</u>		ITEM <u>2</u>		ITEM <u>3</u>		ITEM <u>Tot</u>		ITEM		EXTENSION	
BIDDER: <u>Maxim Const</u>	UNIT/QUANT COST	<u>51,995.00</u>		<u>6,000.00</u>		<u>2,000.00</u>		<u>59,995.00</u>		<u>150.00</u>			
ADDRESS: <u></u>	EXT. COST					<u>ded alt</u>							
BIDDER: <u></u>	UNIT/QUANT COST												
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BIDDER: <u></u>	UNIT/QUANT COST												
ADDRESS: <u></u>	EXT. COST												
BIDDER: <u>Trupec</u>	UNIT/QUANT COST	<u>30,712.00</u>		<u>11,444.00</u>		<u>2,475.00</u>		<u>44,631.00</u>		<u>200.00</u>			
ADDRESS: <u>Shipping</u>	EXT. COST					<u>ded alt</u>							
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ADDRESS: <u></u>	EXT. COST												

BID AWARD SUMMARY:

ITEM 10 P.O. #
ITEM 10 P.O. #
ITEM 10 P.O. #
ITEM 10 P.O. #
ITEM 10 P.O. #

DATE CERTIFIED BY

REMARKS:

PURCHASING OFFICER

WITNESS

CONTRACT

This contract executed this _____ day of _____, 1998, between the City of Fayetteville, Arkansas, hereinafter called the City, and Time Striping, Inc., hereinafter called the Contractor, and having an address at PO Box 1236, Van Buren, AR 72957.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. The Contractor at his own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per bid 98-89 as stated in CONTRACTOR'S PROPOSAL, and in accordance with specifications attached hereto and made a part hereof under Bid #98-89, all included herein as if spelled out word for word.
2. The City shall pay the Contractor based on prices indicated in Contractor's Proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice. Contract amount will not exceed \$44,631.00.
3. The Contract documents which comprise the contract between the City and the Contractor consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 98-89 with the specifications and conditions typed thereon.
 - B. The Contractor's proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City and the Contractor and may be modified only by a duly executed written instrument signed by the City and the Contractor.
5. Contractor shall not assign his duties under the terms of this agreement.
6. Contractor agrees to hold the City harmless and indemnify the City, against any and all claims for property damage, personal injury or death, arising from Contractor's performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.

7. The Contractor shall furnish a certificate of insurance addressed to the Owner, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability	\$250,000 for each person injured. \$500,000 for each accident.
Property Damage Liability	\$100,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by the Contractor.

8. If contract exceeds \$20,000, Contractor agrees to furnish a Performance Bond, approved by the City, guaranteeing the performance of this contract, for not less than one hundred percent of the amount of this contract. Said performance bond shall be conditioned on full and complete performance of this contract and acceptance by the City of Fayetteville for the payment of all labor and materials entering into or incident to the proposed improvements. The Contractor agrees to furnish proof of licensure as required under the terms of Act 150 of the 1965 Acts of the Arkansas Legislature.

9. ~~Contractor agrees to begin work within ten (10) days of notice to proceed and complete the work within 30 calendar days thereafter. Liquidated damages of \$100 per day shall be assessed at the option of the City, not as a penalty, beginning on the first day following the completion time to cover additional costs.~~ 2/2 108

10. All work called for herein shall be coordinated directly with the Airport Manager or his designate at 521-4950.

11. This contract may be terminated by the City with 10 days written notice.
12. Contractor shall be responsible for meeting compliance with ADA regulations.

WITNESS OUR HANDS THIS _____ DAY OF _____, 1998.

CITY OF FAYETTEVILLE,
FAYETTEVILLE, ARKANSAS

BY _____
MAYOR

ATTEST: CITY CLERK

Paul M. Lee
ATTEST: COMPANY SECRETARY

Time Striping, Inc.
FIRM NAME

BY *Harold Townsend*
President NAME AND TITLE

P.O. Box 1236
VAN BUREN, Ar 72956
BUSINESS ADDRESS

INVITATION TO BID

BID # 98-89	DATE ISSUED: October 9, 1998	DATE AND TIME OF OPENING: October 27, 1998, at 10:00 a.m.		
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled by Project Manager		
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE: <i>60 Days After Notice To Proceed</i>		
ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	PER ATTACHED SPECIFICATIONS: Runway Pavement Markings Lump Sum Bid	1	\$30,712.00	\$30,712.00
2	Taxiway pavement Markings Lump Sum Bid	1	\$11,444.00	\$11,444.00
3	Removal of approx. 990' of lead-in lines. Item 620-1.2	990 ft	\$2,475.00	\$2,475.00
			Bid Total:	\$44,631.00
			Items 1, 2 & 3	
4	Standby Time Per hour	1 Hour	\$200.00	\$200.00
5	Deductive alternate Item 3., 620-1.2	990 ft.	\$2,475.00	\$2,475.00
100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given.		Project Manager: Don Green-521-4750 Ext.6		
5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER \$20,000.				
CONTRACTOR'S LICENSE# <i>0017280398</i>				
Mandatory on bids \$20,000 or more.				
RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:				

EXECUTION OF BID

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

UNSIGNED BIDS WILL BE REJECTED	NAME OF FIRM: <i>Time Striping, Inc.</i>	PHONE: <i>501-474-0452</i>	FEDERAL ID# <i>71-0669392</i>
	BUSINESS ADDRESS: <i>P.O. Box 1236</i>	CITY AND STATE: <i>Van Buren, AR</i>	
	AUTHORIZED SIGNATURE: <i>Harold Townsend</i>	TITLE: <i>President</i>	DATE: <i>10-23-98</i>

CITY OF FAYETTEVILLE

BID# 98-89

AIRFIELD MARKINGS

ADDENDUM #1, OCTOBER 15TH, 1998

Replace bid schedule with new bid schedule attached.

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 in the Proposal by submitting the signed Addenda #1 with Bid Package. Proposal submitted without acknowledgment or without this addendum will be considered informal.

Bid opening will be at City Administration Building, 113 W. Mountain, Fayetteville, Arkansas, 72701, Purchasing Division, Third floor, Room 306.

Receipt acknowledged and conditions agreed to this 16 day of Oct, 1998,

Time Striping, Inc.
Company Name

[Signature]
Signature

City of Fayetteville, AR

Bid # 98-89

Airfield Markings

Addendum #2, October 20, 1998

ITEM 620-2.2 REFLECTIVE MEDIA Glass spheres shall meet the requirements of Federal Specifications TT-B-1325, Type I--gradation A or Type III.

All bidders shall acknowledge receipt and acceptance of Addendum No. 2 in the Proposal by submitting the signed Addenda #2 with the Bid Package. Proposals submitted without acknowledgment or without this addendum will be considered informal.

Receipt acknowledged and conditions agreed to this 23 day of Oct, 1998.

Time Striping, Inc.
Company Name

Havel Zarnsen
Signature

CITY OF FAYETTEVILLE

BID# 98-89

AIRFIELD MARKINGS

ADDENDUM #1, OCTOBER 15TH, 1998

Replace bid schedule with new bid schedule attached.

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 in the Proposal by submitting the signed Addenda #1 with Bid Package. Proposal submitted without acknowledgment or without this addendum will be considered informal.

Bid opening will be at City Administration Building, 113 W. Mountain, Fayetteville, Arkansas, 72701, Purchasing Division, Third floor, Room 306.

Receipt acknowledged and conditions agreed to this _____ day of _____, 1998,

Company Name

Signature

INVITATION TO BID

BID # 98-89	DATE ISSUED: October 9, 1998	DATE AND TIME OF OPENING: October 27, 1998, at 10:00 a.m.	
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled by Project Manager	
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE:	

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	PER ATTACHED SPECIFICATIONS: Runway Pavement Markings Lump Sum Bid	1		
2	Taxiway pavement Markings Lump Sum Bid	1		
3	Removal of approx. 990' of lead-in lines. Item 620-1.2	990 ft		
4	Standby Time Per hour	1 Hour		
5	Deductive alternate Item 3., 620-1.2	990 ft.		
	100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given.		Bid Total: Items 1,2 & 3	
	5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER \$20,000.		Project Manager: Don Green-521-4750 Ext.6	
	CONTRACTOR'S LICENSE#			
	Mandatory on bids \$20,000 or more.			
	RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:			

EXECUTION OF BID

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

UN SIGNED BIDS WILL BE REJECTED	NAME OF FIRM:		PHONE:	FEDERAL ID#	
	BUSINESS ADDRESS:		CITY AND STATE:		ZIP:
	AUTHORIZED SIGNATURE:		TITLE:		DATE:

INVITATION TO BID

BID # 98-89	DATE ISSUED: October 9, 1998	DATE AND TIME OF OPENING: October 27, 1998, at 10:00 a.m.
BUYER: City of Fayetteville, AR		DATE REQUIRED: As scheduled by Project Manager
F. O. B. Fayetteville, AR	BUYER'S PHONE # (501) 575-8289	GUARANTEED DELIVERY DATE:

ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	PER ATTACHED SPECIFICATIONS: Runway Pavement Markings Lump Sum Bid	1		
2	Taxiway pavement Markings	1		
3	Standby Time Per hour	1 Hour		
	100% Performance & Payment Bond required on contracts of \$20,000 or more before notice to proceed is given. Project Manager to contact for site visit is Don Green at 521-4750. Extension 6 5% BID BOND REQUIRED WITH BIDS SUBMITTED OVER \$20,000. CONTRACTOR'S LICENSE# Mandatory on bids \$20,000 or more. RESTRICTIONS OR EXCEPTIONS TO THE BID MUST BE NOTED:		Bid Total:	

EXECUTION OF BID

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

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

P-620 RUNWAY AND TAXIWAY PAINTING

DESCRIPTION

620-1.1 This item shall consist of re-painting the runway and taxiway marking system (Exhibit 1) applied in accordance with these Specifications and as to the locations shown on the plans, or as directed by Airport Management. All Hold-Short lines will be outlined in black extending 6 inches beyond the lines. Re-marking of the Blast Pads is also required. New center lines will be added between the T-Hangars.

620-1.2 This item shall consist of removing approximately 990' of lead-in lines on the terminal ramp and a Taxiway Holding Position Marking on Taxiway D.

Please include an estimate of the time required to perform each bid item.

MATERIALS

620-2.1 PAINT. Paint shall meet the requirements of Federal Specification TT-P-85.

620-2.2 REFLECTIVE MEDIA. Glass spheres shall meet the requirements of Federal Specification TT-B-1325, Type III.

CONSTRUCTION METHODS

620-3.1 WEATHER LIMITATIONS. The painting shall be performed only when the surface is dry, when the atmospheric temperature is above 45° F, and when the weather is not foggy or windy.

620-3.2 EQUIPMENT. All equipment for the work shall be approved by the Airport and shall include the apparatus necessary to properly clean the existing surface, a mechanical marking machine, and such auxiliary hand-painting equipment as may be necessary to satisfactorily complete the job.

The mechanical marker shall be an atomizing spray-type marking machine suitable for application of traffic paint. It shall produce an even and uniform film thickness at the required coverage and shall be designed so as to apply markings of uniform cross sections and clear-cut edges without running or spattering.

620-3.3 PREPARATION OF SURFACE. Immediately before application of the paint, the surface shall be dry and free from dirt, grease, oil, latence, or other foreign material which would reduce the bond between the paint and the pavement. The area to be painted shall

be cleaned by sweeping and blowing or by other methods as required to remove all dirt, latence, and loose materials.

620-3.4 LAYOUT OF MARKINGS. On those sections of pavement where no previously applied markings are available to serve as a guide, the proposed markings shall be laid out in advance of the paint application.

620-3.5 APPLICATION. Markings shall be applied at the locations and to the dimensions and spacing shown on the plans. Paint shall not be applied until the layout and condition of the surface have been approved by Airport Management.

The paint shall be mixed in accordance with the manufacturer's instructions and applied to the pavement with a marking machine at the rate of 110 to 140 square feet per gallon. The addition of thinner will not be permitted.

The edges of the markings shall not vary from a straight line more than $\frac{1}{4}$ inch in 50 feet, and the dimensions shall be within a tolerance of plus or minus 5 percent. Glass spheres shall be distributed to the surface of the marked areas immediately after application of the paint. A dispenser shall be used which is properly designed for attachment to the marking machine and suitable for dispensing glass spheres. The spheres shall be applied at the rate of 10 pounds per gallon.

The Contractor shall furnish certified test reports for the materials shipped to the project. The reports shall not be interpreted as a basis for final acceptance. The Contractor shall notify the Airport upon arrival of a shipment of paint to the job site. All emptied containers shall be returned to the paint storage area for checking by Airport Management. The containers shall not be removed from the airport or destroyed until authorized by Airport Management.

620-3.6 PROTECTION. After application of the paint, all markings shall be protected from damage until the paint is dry. All surfaces shall be protected from disfiguration by spatter, splashes, spillage, or drippings of paint.

METHOD OF MEASUREMENT

620-4.1 The quantity of runway and taxiway markings to be paid for shall be the complete item in place performed in accordance with the specifications and accepted by Airport Management.

BASIS OF PAYMENT

Payment shall be made at the contract lump sum for runway and taxiway striping. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

Payment will be made under:

Bid Item No. 1	Runway Pavement Marking (lump sum)
Bid Item No. 2	Taxiway Pavement Marking (lump sum)

END OF ITEM P-620

SPECIAL PROVISIONS

GENERAL. The General Provisions presented hereinbefore are basically a presentation of FAA's standards. These SPECIAL PROVISIONS, where in conflict with the GENERAL PROVISIONS, shall supersede and take precedence over the GENERAL PROVISIONS. Otherwise, the GENERAL PROVISIONS shall govern the work to which they apply.

DESCRIPTION OF THE PROJECT. The work to be performed under this Project includes the furnishing of all equipment, materials, and incidental items, and performing all labor required to install in every detail airfield pavement markings.

COORDINATION OF THE WORK. The work on this project consists of improvements to an airport in actual operation; therefore, the Contractor shall cooperate with the airport management to hold the "displaced runway threshold" to the minimum time required. The airport is to remain open during the construction of these improvements, and it is imperative that construction activities be carried on in such a manner that the safety of aircraft using the airport will not be impaired in any way. The Contractor's equipment will not be operated closer than 250 feet of any runway centerline or 300' feet from the end of the existing runway unless under a "Displaced Threshold" or "Closed Runway" condition. Additional safety and construction requirements are listed hereinafter in these SPECIAL PROVISIONS under the sub-heading SAFETY REQUIREMENTS AND CONSTRUCTION PROCEDURES.

In addition, the Contractors and/or Subcontractors must coordinate their activities so that one does not damage work previously completed by the other.

SAFETY REQUIREMENTS AND CONSTRUCTION PROCEDURES

"Safety Requirements on Airports During Agency Funded Construction Activity" (Order SW 5200.5). These safety requirements shall govern the construction process.

Construction Activity and Aircraft Movements

- (a) Safety requirements for construction activity affecting aircraft movement areas have been coordinated with the airport owner (or operator) and representatives of the Airports District Office, Airports Certification Staff, General Aviation District Office, Air Carrier District Office, Air Transportation Security Field Office, Air Traffic Division (ASW-530), Airway Facilities Division (ASW-420), and Logistics Division (ASW-56) as appropriate

for the particular location. As a result of this coordination, a work sequence intending a minimum of disruption to aircraft operations has been developed. The resulting restrictions imposed on the Contractor have been included as a part of the contract provisions.

- (b) During the time that the contractor is performing the work, the aprons, taxiways, and runway at the airport will remain in use by aircraft, to the maximum extent allowable. Aircraft operations, unless otherwise specified in the contract specifications, shall always have priority over any and all of the Contractor's operations. The Contractor shall not allow his employees, subcontractors, material suppliers or any other persons over whom he has control, to enter or remain upon any part of the airport which would be a hazardous location. Should the contractor be too close to the portion used by aircraft for safety, Airport Management may, at their sole discretion, order the contractor to suspend his operations, remove his personnel, plant, equipment, and materials to a safe distance and stand by until the runway and taxiways are no longer required for use by aircraft.

Limitations on Construction. The following restrictions shall normally pertain for activity at airports. In cases where it has been determined that the following restrictions are inappropriate, similar requirements shall be developed on a case-by-case basis.

- (a) When construction work is being accomplished adjacent to an active runway when visibility minimums are greater than or as low as one mile, equipment shall not be permitted within 250 feet from the runway centerline, or within 200 feet horizontally of any aircraft on an active runway.
- (b) When construction work is being accomplished adjacent to an active runway when visibility minimums are below one mile, equipment shall not be permitted within 250 feet from the runway centerline.
- © All work which is too close to the ends of the runway for accomplishment during condition (a) above, shall be performed during periods when the runway threshold is displaced or closed runway. (Ref. NOTAM requirements hereafter).

- (d) When construction is being accomplished adjacent to an active runway, equipment below the VFR 7:1 slope but penetrating the IFR 7:1 slope shall be obstruction-marked and lighted for night operations.
- (e) Men, equipment, or other construction material will be permitted in the approach or departure zones of active runways, provided that the construction activity is conducted below 20:1 approach plane originating 200 feet from end of runway. Any construction activity which is contemplated in the approach zones which would violate these planes will require consideration (threshold displacement, lighting, etc.) Threshold displacement where visibility minimums are 3/4 mile will be 200 feet from the intersection of the 20:1 slope. For visibility minimums of one mile or more, the threshold will be located where the 20:1 slope intersects the runway except that at least a 200 foot safety area will be required between the obstruction and the displaced threshold.
- (f) Men, equipment, or other construction related material will be permitted adjacent to an apron or other taxiway provided that such activity is first coordinated with the users and appropriate NOTAMS issued. Additionally, barricades with flashers for night operations will be required to mark the area to prevent aircraft from inadvertently entering the construction area.
- (g) Open trenches, excavation and stockpiled material will not be permitted within 250 feet of the centerline of the active runways at general aviation airports. Coverings for open trenches must be of such strength as to support the weight of the heaviest aircraft operating on the runway.
- (h) Flare pots will not be permitted for temporary lighting of pavement areas or to denote construction limits.
- (I) Construction equipment shall not exceed a height of 150 feet above the airport surface. Any equipment exceeding a height of 75 feet shall be obstruction-marked and lighted at night, and when not in use lowered to its stowed height.

NOTAMS

- (a) Airport Management shall issue the necessary Notice to Airmen (NOTAMS) to reflect hazardous conditions during construction. The Contractor shall provide Airport Management with the necessary information as to the work schedule in advance so Airport Management may issue the NOTAMS. It is important that NOTAMS be kept current and reflect the actual conditions with respect to the construction situation. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.
- (b) Inspections will be made frequently by Airport Management during critical phases of the work to insure that the Contractor is following the required safety procedures.

Due to the nature of the proposed project the Contractor's work schedule and working hours shall be subject to several restrictions. In order to maintain the schedule of aircraft operations, a portion of the project must be constructed under "closed airport" conditions. In addition, upon completion of each day's work, the Contractor must restore the runway and taxiway safety areas to a condition meeting safety requirements. The runway and airport must be closed for the portion of the work including the markings on the runway and taxiway within the runway safety area; however, "Closed Runway" shall occur only during nighttime working hours defined below. The following sections contain additional information and requirements on the construction procedures.

Construction Procedures. The proposed project is subject to several restrictions. In order to maintain air carrier and private aircraft operations at the airport, the project must be constructed in several phases. The closed runway time, shall be held to the minimum time required for the safety area work.

(A) Work Requirements. The Contractors shall provide adequate portable lighting during nighttime hours to minimize shadows within the work area. The minimum light level at any point shall be one-half foot-candle.

(B) Order of Work. The construction items have been grouped into phases and listed in an ordered sequence in the following tables. The purpose of this ordered sequence is to limit the disruption of aircraft operations and at the same time to minimize the required displaced threshold. This order of work is a suggested schedule, subject to variations; such variations can be approved by Airport Management. The Contractor is limited to one

work time up to 12 hours per day for night and day work or daytime work. Work by two or more shifts will not be permitted.

Work Phase	Work Time	Order of Work Runway-Taxiway Limitations	Work Items
I	Night	Closed Runway	Runway and Taxiway Markings within the Runway Safety Area
II	Day	Closed Taxiway Segments	Remaining Taxiway Markings

© Closed Runway/Airport. The runway shall be closed at night in order to complete the pavement marking rehabilitation work within 250' of the runway centerline. The schedule for the closed runway periods have been established to minimize the effect upon flight operations. The Contractor shall begin the work on the first night the runway is closed. The runway shall remain closed each night as directed by Airport Management until the Contractor completes the improvements within 250 feet of the runway centerline.

(1) Closed Runway Markings. The Airport Owner, and FAA shall turn off the runway lights, VASI, MALS, Beacon and Windcone lights.

2) Flight Operations Between 12:00 A.M. and 5:15 A.M. Flight operations during the normal night working hours may occur due to scheduled airlines delayed after 12:00 A.M.

(3) Suspension Time. Based on information affecting the operation of aircraft, and his conclusion that the possibility of work on that night will be remote, Airport Management shall notify the Contractor no later than 11:30 P.M. that work for that night is to be suspended. Upon receipt of such notification, the Contractor shall alert his personnel not to report for work on that night.

(4) Standby Time. This condition occurs when Airport Management has not directed that the project be placed under suspension as provided in subparagraph © above, the conditions develop that work cannot begin at 12:15 A.M.. The factors controlling standby time are as follows:

(a) The Contractor's reporting to work at 11:45 P.M.

(b) Airport Management's notification to the Contractor at or prior to 12:00 A.M. that work cannot begin at 12:15 A.M..

© Airport Management's instruction to the Contractor to hold his personnel on standby because of the possibility of working after 12:15 A.M.. Airport Management may repeat his instruction to continue on standby time at intervals of one (1) hour, or at longer intervals, as in his judgement is appropriate. Standby time shall occur, and be measured by, increments of one hour. The Contractor shall not be required to hold his personnel on standby basis later than 1:15 A.M. If the Contractor so selects, he may hold his personnel later than 12:15 A.M., but the time after 1:15 A.M. will not be included in the measurement of standby time. Days involved in standby time will not be excluded from contract time, but shall be included in the count of consumed contract days.

The Contractor will normally be placed on standby time if the last scheduled daily flight is delayed past 12:10 A.M. or if a charter flight is scheduled after 12:00 Midnight.

(d) Measurement and Payment Standby time will be measured in increments of one whole hour and payments shall be made at the unit price bid under Bid Item No. 4 for: Standby Time, per hour.

(e) Legal Holidays. No holiday, including Sunday, will be observed during night time (closed runway) work. Observation of legal holidays during the other Work Phases shall be at the discretion of the Contractor.

(D) Closed Taxiway Time. The parallel and the connecting taxiways shall be closed in segments during the work on an as needed basis. Airport Management shall review the Contractor's schedule and make adjustments to minimize the effect of closed taxiway segments upon flight operations. The taxiway segments shall remain closed only during daily working hours unless construction activities require otherwise and so directed by the Airport Management.

The Contractor shall proceed with the above work in an expedient manner so as to hold the closed taxiway time to a minimum.

The Contractor shall provide barricades to close off the closed segments of the taxiways. The barricades shall be a maximum of 18-inches high, shall be painted with reflective white and orange paint or striped with reflective white and orange striping, and shall have a minimum of one yellow light per barricade. the barricades shall be of such multiple length as to cover 50 percent of the taxiway, and placed so as to allow for the passage of fire, and rescue vehicles. The barricades shall be placed a minimum of 75 feet from the runway or as directed by Airport Management. The barricades shall remain the property of the Contractor upon completion of the work. No payment shall be made for the barricades, installation, maintenance or removal.

(E) Clean-up. From time to time the Contractor shall clean up the construction site, in order that the site presents a neat appearance and the progress of the work not be impeded. One such period of clean-up shall immediately precede final inspection. Immediately following acceptance of the work by the Owner, the Contractor shall remove all temporary plant, equipment, surplus materials, and debris resulting from his operations, and leave the site in a condition fully acceptable to the Owner. Following each work shift, the runway and taxiway shall be swept clean of all loose aggregate and other foreign matter. Clean-up will not be measured for separate payment but shall be considered subsidiary work pertaining to the several items of the contract.

(F) Working Hours.

Day: Working hours for those Work Phases for which "Day" is listed in Work Time columns are at the discretion of the Contractor (see Order of Work Table).

Entrance, Parking Area and Security. Forces of the Contractor shall enter and leave the airfield at the gate location(s) shown on the Plans. Only the designated entrances shall be used. The gate(s) shall be opened at work time for access to the airfield then shall be locked or closed for the remainder of the work day. The movement of equipment and materials shall be made through the designated gate(s). the gate(s) shall remain locked or closed at all times except when needed for access. Should the gate(s) need to remain unlocked or opened for extended periods of time the Contractor shall station a watchman at the gate to prevent unauthorized personnel from entering the airfield. See the paragraph which follows, entitled CONTRACTOR'S ROUTINE ACCESS TO SITE.

The Contractor shall store his equipment during non-working hours at locations approved by Airport Management within the airport property close to the project sites.

Schedule of Work. The schedule of each day's or night's work as proposed by the Contractor shall be submitted to Airport Management no later than 11:45 P.M. for the evening of the night's work. The schedule need not be elaborate but shall be in detail sufficient to show clearly the exact work that the Contractor is proposing. At the first part of each operation, and until some table of experience has been developed, the proposed work shall be on the conservative side. It is vital that the runway be ready for use by aircraft at the intended time.

Clearance for use with FAA. At the end of each day's work within the construction area zone, Airport Management shall determine that the section of runway or taxiway is ready for return to services. They will inform the representative of the Federal Aviation Administration, in the control tower, of the results of their inspection.

Radio Control. During certain periods of time, the Contractor will be within the active runway/taxiway area with equipment and materials. The Contractor shall have personnel stationed to control construction traffic within the safety area of the runway. This control shall be accomplished through the communication with the Air Traffic Control Tower using two-way, portable radios. The Contractor shall furnish two multi-channel portable radios in operable condition. The radios shall be tuned to the specified frequency at all times. All instructions issued to the Contractor by the control tower or by Airport Management shall be complied with in a prompt manner. Upon direction from the control tower the Contractor shall move all of his equipment and personnel to an area at least 250 feet from runway centerline or 300 feet beyond the end of the runway. Equipment and personnel shall not be returned to the restricted work area until permission for such return is granted by the air traffic control tower. No extra payment shall be made for the radios.

Motorized Vehicles.

- (a) When any vehicle other than those routinely used in the aircraft movement area and runway approach area is required to travel over any portion of that area, it shall be escorted by a vehicle properly identified to operate in the area or provided with a flag on a staff attached to the vehicle so that the flag will be readily visible. The flag shall be not less than 3-foot square consisting of a checkered pattern of international orange

and white squares of not less than 1 foot on each side and displayed in full view above the vehicle. A flag or escort vehicle is not required for vehicles which have been painted, marked and lighted for routine use on aircraft movement areas. Optionally, all vehicles may be equipped with a flashing yellow dome-type light. Any vehicle operating on the movement area during the hours of darkness should be equipped with a flashing amber dome-type light. If the airport has a security plan, check for guidance on additional identification and control of construction equipment.

- (b) Vehicular traffic crossing active movement areas must be controlled either by two-way radio with the control tower, by escort, or the means appropriate for the particular airport. The clearance shall be confirmed by the driver's personal observation that no aircraft is approaching his position.
- (c) Debris, waste and loose material capable of causing damage to aircraft landing gears, propellers or being ingested in jet engines shall not be placed on active aircraft movement areas. Material tracked on these areas shall be removed continuously during the work project.

AUTHORITY OF AIRPORT MANAGEMENT. Airport Management shall have the following authority:

- (1) to interpret the Plans and Specifications and define their intent and meaning;
- (2) to determine whether the work done and materials furnished are in accordance with the terms of the Plans and Specifications and to condemn such in accordance herewith;

- (3) to make decisions on all matters relating to the execution and the progress of the Work;
- (4) to coordinate the Work of the Contractor with the Work of other contractors;
- (5) to stop the Work whenever, in the opinion of Airport Management, such stoppage may be necessary to insure the proper execution thereof;
- (6) to determine the amount payable to the Contractor from time to time for Work done under the Contract;
- (7) to make decisions on all controversies arising out of the Plans and Specifications or the refusal or failure of any party to perform any part thereof;
- (8) to give approvals and to take action to the extent necessary for the orderly and expeditious prosecution of the Work; shall have authority to amend or modify the Construction Contract;
- (9) to delegate his responsibilities to other representatives of the Owner in connection with specific portions of the Work;
- (10) to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Plans and Specifications, or does not meet the requirements of any inspection, test or approval referred to hereafter or has been damaged prior to approval of final payment);
- (11) to require special inspection or testing of the Work as provided for hereafter whether or not the Work is fabricated, installed, or completed;
- (12) to exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Plans and Specifications shall be referred to Airport Management for decision; which he will render in writing within a reasonable time;

All decisions and determinations made by Airport Management pursuant to the Work and communicated to the Contractor shall be binding on the Contractor unless, within thirty (30) days thereafter, written objection is filed with the Owner's Purchasing Agent demanding that the issue be determined by arbitration.

LIMITATIONS OF AIRPORT MANAGEMENT'S RESPONSIBILITIES. Neither Airport Management's authority to act under the Plans and Specifications nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Airport Management to the Contractor, any Subcontractor, any materialman, fabricator, supplier, or any of their agents or employees or any other person performing any of the Work. Airport Management will not be responsible for the Contractor's means, methods, techniques, or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for the Contractor's failure to perform the Work in accordance with the Plans and Specifications. Airport Management will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the work.

AIRPORT MANAGEMENT'S VISITS TO THE SITE. Airport Management will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Plans and Specifications. He will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. His efforts will be directed toward providing assurance that the completed Project will conform to the requirements of the Plans and Specifications. On the basis of his on-site observations, he will keep informed of the progress of the Work and will endeavor to guard against defects and deficiencies in the Work of the Contractor.

All of the work performed shall be subject to the inspection and approval of Airport Management. Airport Management and his representatives shall at all times have access to the work and the materials necessary for the performance thereof, and the Contractor shall provide proper facilities for access and inspection. If the Plans and Specifications, Airport Management's instructions, laws, ordinances, or any public authority require any of the work to be tested or approved, the Contractor shall give Airport Management timely notice of its readiness for inspection. Inspections made by Airport Management shall be promptly made.

CONTRACTOR'S EXAMINATION. The Contractor will be held to have examined all information, documents, and drawings furnished to him by or on behalf of the Owner in connection with this Contract and shall consult with Airport Management in the event of any error or inconsistency or in the event any portion of the Work is not sufficiently detailed or explained, and in no event shall the Contractor proceed with the Work in uncertainty. It is understood and agreed that the Contractor has, by personal examination at the site, checked the material and location of the work; the type of equipment, storage space and facilities needed preliminary to, and during execution of the work; the general and local conditions, and all other matters which may, in any way, affect or have a bearing on the work of the Contract and its costs. The Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions provided in the Specifications and made such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract price in accordance with the requirements of the Plans and Specifications and that he has correlated the results of all such data with the requirements of the Plans and Specifications. Failure on the part of the Contractor to have fully informed himself of site conditions, and to fully understand the extent of the Work required, shall not excuse him in any way from his obligation to supply and install the Work in accordance with the Specifications and Plans, and under all conditions as they exist. No extra compensation will be allowed because of his failure to so inform himself. His submission of a bid on the project shall be considered as sufficient evidence that the Contractor has complied with the above requirements.

ARRANGEMENT OF SPECIFICATIONS AND PLANS. Titles to sections and paragraphs in the Specifications are used merely for convenience, and shall not be taken as a correct or complete segregation of the several units of materials, equipment and labor, nor as an attempt to outline or define jurisdictional procedures. Likewise, the identifications of any Plans shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade. No responsibility, either direct or implied, is assumed by the Owner, for omissions or duplications by the Contractor or by any of his subcontractors, due to real or alleged errors in arrangement of matter in the Plans and Specifications.

WORKMEN. The Contractor shall employ, or cause to be employed, on or in connection with the performance of the Work only persons who are fit and skilled in the work assigned. The Contractor shall at all times enforce, or cause to be enforced, strict discipline and good order among the workmen employed on the Work. Should any disorderly, incompetent, or objectionable person be employed by the

Contractor, or by any subcontractor, upon or about the Construction Site, the Contractor shall, upon request of Airport Management, cause such person to be removed from the Work and not again employed thereon without the written permission of Airport Management.

HORSEPLAY, FIGHTING AND ROAMING. Horseplay, scuffling, fighting or carrying of firearms is not permitted on the Construction Site. The Contractor's men shall confine their activities to the specific area of construction work.

INSURANCE AND LIABILITY - GENERAL

The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

Before execution of the Contract, Contractor shall furnish the Owner with complete copies of all insurance policies and certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be canceled or materially altered, except after 30 days written notice has been received by the Owner."

In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

CONTRACTOR AND SUBCONTRACTOR INSURANCE

The Contractor shall not execute the Contract or commence Work under this Contract until he has obtained all the insurance required hereunder and such insurance has been reviewed and approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on his subcontract until insurance specified below has been obtained. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor shall maintain during the life of this Contract the statutory Workmen's Compensation, in addition, Employer's Liability

Insurance in an amount not less than \$100,000 for each occurrence, for all of his employees to be engaged in Work on the Project under this Contract and, in case any such Work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work. Where Work under this Contract includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act. Employer's Liability Insurance shall be extended to include waiver of subrogation to the Owner.

GENERAL LIABILITY INSURANCE

The Contractor shall maintain during the life of this Contract such general liability, completed operations and products liability, and automobile liability insurance as will provide coverage for claims for damages for personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from performance of the Work under this Contract. The general liability policy should also specifically ensure the contractual liability assumed by the Contractor under Article Indemnification. Coverage for property damage shall be on a "broad form" basis with no exclusions for "XC & U." Amount of insurance to be provided shall be as shown below:

1. Contractor's Comprehensive General Liability Insurance

For not less than the following limits of liability:

Bodily Injury: \$500,000 each occurrence, \$500,000 aggregate

Property Damage: \$250,000 each occurrence, \$250,000 aggregate

Include the following coverage:

◦Waiver of all "XCU" exclusions.

◦Broad Form Property Damage and Personal Injury Liability.

◦Independent Contractor's Coverage.

2. Contractor's Comprehensive Automobile Liability Insurance

For not less than the following limits of liability:

Bodily Injury: \$ 500,000 each person, \$1,000,000 each occurrence

Property Damage: \$ 100,000 each occurrence

OR

Bodily Injury and Property Damage: \$1,000,000 combined single limit each occurrence.

Include Hired car and Non-Ownership Coverage.

3. Contractor's Excess Umbrella Policy: \$1,000,000 limit of liability policy shall be provided.

In the event any Work under this Contract is performed by a subcontractor, the Contractor shall be responsible for any liability directly or indirectly arising out of the Work performed under this Contract by a subcontractor, which liability is not covered by the subcontractor's insurance.

The Contractor's and any subcontractor's general liability and automobile liability insurance policies shall include the Owner and Engineer, their officers, agents, and employees as additional insureds for any claims arising out of Work performed under this Contract.

OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

The Contractor shall, at his expense, provide the Owner with an Owner's and Contractor's Protective Liability Insurance Policy naming the Owner as the named insured, said policy to protect said parties from claims which may arise from operations under the Contract.

Limits of policy coverage shall be:

Bodily Injury: \$500,000 each person, \$1,000,000 aggregate

Property Damage: \$250,000 each person, \$250,000 aggregate

OR

\$1,000,000 combined-single limit each occurrence/aggregate.

INSURANCE COVERAGE FOR SPECIAL CONDITIONS

When the construction is to be accomplished within a public or private right-of-way requiring special insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents, and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the SPECIAL PROVISIONS.

NO PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the provisions hereof in exercising any authority granted by the Contract, there will be no personal liability upon any public official.

INDEMNITY

The Contractor shall indemnify and hold harmless the Owner and his agents and employees from and against damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, provided that such claims, damages, losses, and expenses are not proximately caused by the negligence of any indemnitee in the design, or by the sole negligence of any indemnitee in the inspection of the Work that is the subject of this construction Contract.

In any and all claims against the Owner, or any of his agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor

under Workmen's Compensation Acts, Disability Benefit Acts, or other Employee Benefit Acts.

Third Party Coverage The bidding documents require the contractor to name the consultant and/or the Owner as additional insured, the bidder shall show the premium cost for the additional insured in the Proposal in the item for additional coverage. The amount shown in the bid item for additional premium cost shall be that amount of additional premium, for the named Owner, above the premium for the coverage shown in the Certificate of Insurance submitted with the bid. The additional coverage is required by the Owner, the additional premium cost for third party coverage above the amounts shown in the Certificate of Insurance shall be paid by the Owner in the form of a reimbursement under the contract under Bid Item No. 2.

SUBCONTRACTORS. The Contractor shall not assign or sublet all or any part of this Contract without the prior written approval of the Owner, nor shall the Contractor allow such Subcontractor to commence work until he has provided and obtained approval of such compensation and General Liability insurance as may be required under the laws of the State. The approval of such Subcontract by the Owner will in no manner release the Contractor from any of his obligations as set out in the Plans, Specifications, Contract and Bonds.

CONTRACTOR'S ROUTINE ACCESS TO SITE. The location and route to be used by the Contractor for the use of his employees, subcontractors, suppliers, etc. in gaining routine access to the site on a daily basis is described in Section "SAFETY REQUIREMENTS AND CONSTRUCTION PROCEDURES" of these SPECIAL PROVISIONS. The Owner may limit the areas available for parking for the Contractor's work force.

OWNER-FURNISHED MATERIALS. Section 60-02 of the GENERAL PROVISIONS, as related to Owner-furnished materials is clarified as follows: there are no owner-furnished materials planned for this project. All materials required for completion of the project are to be provided by the Contractor.

QUALITY OF THE PLANS. The Plans have been made with care but cannot be assumed to be correct in every detail when some of the conditions to be encountered may not be shown on existing maps and are underground.

The approximate locations of existing improvements are shown. The placing of this information on the Plans in no way obligates the Owner as to its correctness, as it is indicative only and is placed there for information and assistance to the Contractor. It is the

expressed intent of these Plans and Specifications that the Contractor is to make his own investigation of conditions to be encountered, and the submission of the Proposal by the Contractor for the work constitutes his compliance with this requirement.

Minor details not usually shown or specified, but necessary for the proper installation and operation, shall be included in the work as if shown or specified. Wherever the work "provide" is used, it shall mean "furnish and install complete and ready for use."

The accuracy of dimensions shown on drawings furnished to the Contractor by the Owner having reference to any existing work, structure or facility is not guaranteed. The Contractor shall satisfy himself to such accuracy of such existing dimensions before starting the work.

Whenever existing obstructions or dimensional inaccuracies capable of verification by the Contractor in the field, or minor variations in indicated arrangements or dimensions of equipment, interfere with the installation as shown on the Plans, the Contractor shall make such necessary alterations as are approved by Airport Management and such alterations shall not constitute a basis for extra payment.

PARTIAL ACCEPTANCE. Sections 50-14 and 70-13 of the GENERAL PROVISIONS do not apply to this project. The entire project is to be satisfactorily completed and ready for the Owner's use before acceptance.

PROGRESS SCHEDULE. Section 80-03 of the GENERAL PROVISION is emphasized. Within 7 days following execution of the Contract, the Contractor shall provide Airport Management with a suggested progress schedule for the project. The schedule shall be subject to approval by Airport Management.

PRESERVATION OF MONUMENTS AND STAKES. The Contractor shall carefully preserve all monuments, bench marks, reference points and stakes, and in case of willful or careless destruction of the same, he will be charged with the resulting expense of replacement, and shall be responsible for any mistakes or loss of time that may be caused by their unnecessary loss or disturbance. In the event that the stakes and marks placed by the Owner are destroyed through carelessness on the part of the Contractor, and that the destruction of these stakes and marks causes a delay in the work, the Contractor shall have no claim for damages or extensions of time. In the case of any permanent monuments or bench marks which

must of necessity be removed or disturbed in the construction of the work, the Contractor shall carefully protect and preserve the same until they can be properly referenced and relocated. The Contractor shall also furnish at his own expense such materials and assistance as are necessary for the proper replacement of monuments or bench marks that have been moved or destroyed.

OTHER CONTRACTORS. The Owner may perform additional work related to the Project by himself, or he may let other direct contracts therefore similar to this one. The Contractor shall afford the other contractors who are parties to such direct contracts (or the Owner, if he is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor's Work depends on proper execution or results upon the Work of any such other contractor (or Owner), the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such Work that render it unsuitable for such proper execution and results. His failure to so report shall constitute an acceptance of the other Work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other Work after the execution of this Work.

The Contractor shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and fit it to receive or be received by such other Work. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of Airport Management and of the other contractors whose Work will be affected.

If the performance of additional Work by other contractors or the Owner is not noted in the Plans and Specifications prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore.

MODIFICATIONS AND WAIVERS. No change in, addition to, or waiver of any of the provisions of the Construction Contract shall be binding upon either Party unless in writing signed by an authorized representative of such Party. No waiver by either Party of any breach of the other Party of any of the provisions of the

Construction Contract shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision of the Construction Contract.

STANDARDS. Materials or processes for which ASTM standards have been adopted shall, unless in conflict with specified requirements, meet the requirements of the latest edition of the ASTM standards. Where a specified material is followed by a reference to a specification, standard, test method or code such as "ASTM C150", "ASA Code", etc., it shall be understood to mean that the material shall meet the requirements of the referenced specification, standard, test method or code; and, except where a specific edition is referred to, it shall be understood that the latest edition including additions and/or amendments thereto, as of the date the Contract is awarded, shall apply to Work under this Contract.

Neither observations by Airport Management nor the inspections or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirement of the Plans and Specifications.

DAMAGE TO EXISTING FACILITIES. The Contractor and/or subcontractor hereunder shall satisfy himself (themselves) as to the location of all underground and above-ground facilities and utilities in or near the site. They shall be continually liable for damage to all improvements and lands, whether the property of the Owner, hereunder, or others, caused by the Contractor's and/or Subcontractor's personnel, equipment, or operation.

REPORTING OF ACCIDENTS The Contractor shall submit a written report to Airport Management of any accident or injury occurring at the Construction Site.

PRE-CONSTRUCTION CONFERENCE. Within twenty (20) days after delivery of the executed Construction Contract by the Owner to the Contractor, but before starting the Work at the site, a conference will be held to review the heretofore mentioned schedules, to establish procedures for handling Shop Drawings and other submissions, and for processing Applications for Payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be the Owner or his representative, Resident Project Representatives, the Contractor and his Superintendent.

SAFETY AND SECURITY. The Contractor shall comply with, and shall cause the employee and all subcontractors to abide by all safety and security laws, rules and regulations in force at the

Construction Site. The provisions of the latest Associated General Contractors of America, Inc., dealing with safe practices pertaining to construction work shall be deemed to be in force at the Construction Site to the extent they do not conflict with such laws, rules, and regulations. The Owner shall assume no liability concerning the Contractor's safety practices, as safety on the Project will be the sole responsibility of the Contractor.

FUNCTIONS OF AIRPORT MANAGEMENT AND RELATIONSHIP BETWEEN AIRPORT MANAGEMENT AND CONTRACTOR. The Owner or his assigned representative will observe work on the project during the construction phases. The purposes for which such observation is conducted will be to endeavor to assure that: 1) physical limits and dimensions, as established in the Plans and Specifications, are adhered to, 2) materials and equipment installed on the project are equivalent to the type, kind, size, quantity, and quality required by the Plans and Specifications, and 3) the finished products or end results are those as established by the word and intent of the Plans and Specifications.

Neither the Owner nor his representative will attempt to instruct the Contractor or his employees or sub-contractors as to how a task is to be performed, or by whom a task is to be performed, or which machinery or equipment should be utilized to obtain the desired results. The Contractor, in submitting a bid for work herein specified, purports to be equipped and to have experienced craftsmen for the performance and construction of each and every phase of the project herein specified. In the event the Contractor does not have the necessary craftsmen in his employ, he shall sub-contract the work for which he has not the craftsmen, or he will otherwise secure the services of craftsmen who are skilled and experienced in all the specified tasks herein.

The Owner shall have the following functions:

- (1) to interpret the Plans and Specifications and define their intent and meaning;
- (2) to determine whether the work done and materials furnished are in accordance with the terms of the Plans and Specifications and to condemn such in accordance herewith;
- (3) to make decisions on all matters relating to the execution and the progress of the Work;
- (4) to coordinate the Work of the Contractor with the Work of other contractors;

- (5) to stop the Work whenever, in the opinion of the Engineer, such stoppage may be necessary to insure the proper execution thereof;
- (6) to determine the amount payable to the Contractor from time to time for Work done under the Contract;
- (7) to make decisions on all controversies arising out of the Plans and Specifications or the refusal or failure of either party to perform any part thereof;
- (8) to give approvals and to take action to the extent necessary for the orderly and expeditious prosecution of the Work; shall have authority to amend or modify the Construction Contract;
- (9) to delegate his responsibilities to other representatives of the Owner in connection with specific portions of the Work;
- (10) to disapprove or reject Work or material which is "defective" (which term is hereinafter used to describe Work or material that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Plans and Specifications, or does not meet the requirements of any test;
- (11) to require special testing of the Work or material as provided for hereafter whether or not the Work or material is fabricated, installed, or completed;
- (12) to exercise his best efforts to insure faithful performance by both the Owner and the Contractor. He will not show partiality to either and will not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Plans and Specifications shall be referred to the Engineer for decision; which he will render in writing within a reasonable time; All decisions and determinations made by the Engineer pursuant to the Work and communicated to the Contractor shall be binding on the Contractor unless, within thirty (30) days thereafter, written objection is filed with the Owner's Purchasing Agent demanding that the issue be determined by arbitration.

The Owner or his representative may inform the Contractor or his sub-contractors of circumstances which, in the opinion of the Owner

or his representative, may predict unsatisfactory results, or he may caution the Contractors, relative to safety hazards which may exist, but these efforts to assist the Contractors or to prevent accidents or problems will in no way relieve the Contractors of their responsibilities and liabilities in these regards.

The Owner or his representative may not be present during every phase of any construction operation, or if he is on-site, he may not witness each and every function or task that the Contractor/sub-contractor may perform. This fact does not relieve the Contractor from his responsibility to see that each item of work and each installation performed by him or his sub-contractor is in strict accordance with the intent of these Plans and Specifications.

CONTRACTOR'S RESPONSIBILITY REGARDING SPECIAL APPLICATION MATERIALS AND PRODUCTS. Within this project may be specified certain materials or products, which may be major components of the project or may be ancillary to major components, and which, due to their specified characteristics and/or capabilities, may be required as essential parts of the project. These materials or products are special in that they require special techniques in their application, and therefore, require experienced and skilled craftsmen. These materials or products include, but are not limited to the following:

Sealants, lubricants, paints, primers, lacquers, stains, thinners, solvents, curing compounds, mastics, bitumens, tars, waterproofing agents, insulating compounds, cementitious compounds, fillers, and epoxies.

In furnishing and installing any of the above materials or products the Contractor shall be guided by and adhere to all of the manufacturer's recommendations or instructions relative to the materials or products, including but not limited to the following:

Handling, storing, mixing, heating, protection from freezing, application, protection after application, protection of workmen, and curing and preparation of surfaces prior to application.

The Contractor shall be liable for any failure of such material or products as applied to conform to the characteristics and/or capabilities of each as required by the specifications.

Storage and Working Areas - Storage areas will be provided for the storage of the Contractor's materials and equipment, and he shall confine his materials, equipment and operations of his workmen to such limits as indicated by the Owner, and shall not unreasonably

encumber the premises. No workmen shall trespass within other areas or buildings of the Owner than those related to the work of this Contract and the Contractor shall rigidly enforce this regulation.

Any materials, equipment or temporary structures belonging to the Contractor shall be moved when so directed by the Owner to permit the execution of Work by others in connection with the Project.

Materials shall be stored so as to insure the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wood platforms and covered, or stored in a suitable building as directed by the Owner. Stored materials shall be located so as to facilitate prompt inspection.

PERMITS, LICENSES, LAWS, ORDINANCES, REGULATIONS AND TAXES. The Contractor shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. The Owner shall assist the Contractor when necessary in obtaining such permits and licenses. The Contractor shall also pay all public utility charges.

The Contractor shall give all necessary notices, shall pay all fees required by law and shall comply with all laws, ordinances, governmental rules and regulations applicable to the Work, to labor employed on the Work, and to the preservation of the public health and safety. The Contractor shall indemnify and save harmless the Owner from and against all liability with respect to penalties and/or interest that may result from non-compliance with any such laws, ordinances, governmental rules or regulations.

Should the Specifications and/or the Plans be at variance with any of such permits, licenses, laws, ordinances, governmental rules or regulations, the Contractor shall promptly notify the Engineer in writing, whereupon the Owner shall make all necessary changes in the Specifications and/or the Plans. If the Contractor performs any portion of the Work which is contrary to any of such permits, licenses, laws, ordinances, governmental rules or regulations, the Contractor shall correct such portion of the Work, and the Contractor shall bear the cost of all damages arising therefrom.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the protection of adjacent property, and the maintenance of passageways, guard fences or other protection facilities.

The Contractor shall permit and facilitate inspection of the Work by the Owner, and/or its representatives of all work during construction. The inspection of the work by the Owner or others shall not be construed as to relieve the Contractor of any liability for inadequate design, faulty materials, workmanship, violation of the Specifications and design criteria, codes, laws, or safety requirements.

The Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place where the Work is to be performed.

CITY OF FAYETTEVILLE, ARKANSAS
Terms and Conditions

1. All bids shall be submitted in a sealed envelope and must be submitted on forms provided by the City.
2. The item bid and the bid number shall be stated on the face of the sealed bid envelope.
3. Bidders shall include all applicable local, state, and federal sales tax in bid. The responsibility of payment shall remain with the successful bidder.
4. Bids received after the date and time set for receiving bids will not be considered.
5. The City reserves the right to accept or reject any or all bids, waive formalities in the bidding and make a bid award deemed to be in the best interest of the City. The City shall be able to purchase more or less than the quantity indicated subject to availability of funds.
6. The bid price shall remain good and firm until project is completed.
7. All products delivered shall comply with applicable standards of quality.
8. Any exceptions to the requirements of the City of Fayetteville must be noted on the Bid Form.
9. Prices shall include all labor, materials, overhead, profit, insurance, etc., to cover the furnishing of the items bid.
10. Each bidder shall state on the face of the bid form the anticipated number of days from the date of receipt of an order for delivery of equipment and installation to the City of Fayetteville.
11. Copy of the warranty shall accompany the bid, and any exceptions to the warranty shall be clearly noted on the bid form.
12. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
13. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
14. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation of bid.

15. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at (501) 575-8289 to insure receipt of their bid documents prior to opening time and date listed on the bid form.
16. If products and/or components other than those described in this bid document are proposed, the bidder must include complete descriptive literature and technical specifications. All requests for additional information must be received within five working days following the request.
17. Bids must be hand delivered or received by mail in the Purchasing Office, Room 306, 113 W. Mountain St. Fayetteville, AR 72701, on or before the time of closing listed on the face of the bid.
- *18. Public improvement bids with a total of \$20,000 or more shall submit certificates of insurance within 10 days of notice of bid award. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet, the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person.
	\$500,000 aggregate.
Property Damage Liability:	\$100,000 aggregate.

- *19. Public improvement bids with a total of \$20,000 or more require a 5% bid bond and if awarded, a 100% performance and payment bond to be submitted before notice to proceed is given.
 - *20. Public improvement bids exceeding \$20,000 or more require a contractor's license.
 - *21. The City shall pay Contractor based on unit prices indicated in contractor's bid proposal. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after receipt of invoice.
 - *22. Contractor shall not assign his duties under the terms of this agreement. All work shall be coordinated directly with the Project Manager, or their designee.
- *Applies to construction public improvement projects only, unless otherwise noted.

CITY OF FAYETTEVILLE

BID# 98-89

AIRFIELD MARKINGS

ADDENDUM #1, OCTOBER 15TH, 1998

Replace bid schedule with new bid schedule attached.

All bidders shall acknowledge receipt and acceptance of Addendum No. 1 in the Proposal by submitting the signed Addenda #1 with Bid Package. Proposal submitted without acknowledgment or without this addendum will be considered informal.

Bid opening will be at City Administration Building, 113 W. Mountain, Fayetteville, Arkansas, 72701, Purchasing Division, Third floor, Room 306.

Receipt acknowledged and conditions agreed to this _____ day of _____, 1998,

Company Name

Signature

STAFF REVIEW FORM

☒ Agenda Request
☐ Contract Review
☐ Grant Review

For the Fayetteville City Council meeting of November 17, 1998.

FROM: _____
 Alett Little Planning Public Works
 Name Division Department

ACTION REQUESTED: For the Council to adopt an ordinance to correct the legal description for Vacation 94-2 accomplished by City Ordinance Number 3835.

To approve
 COST TO CITY:

\$0
 Cost of this request Category/Project Budget Category/Project Name
 Account Number Funds used to date Program Name
 Project Number Remaining balance Fund

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

CONTRACT/GRANT/LEASE REVIEW: _____ GRANTING AGENCY: _____
 Marilyn J. Grame 11-9-98 ADA Coordinator Date
 Accounting Manager 11-6-98 Yolanda Fields 11-9-98
 City Attorney Date
 Vice 11-9-98 Internal Auditor Date
 Purchasing Officer Date

STAFF RECOMMENDATION: Staff recommends approval of this request to correct the legal description of Ordinance 3835.

Alett Little 11-6-98
 Division Head Date
 Cecelia L. Leland 11-9-98
 Department Director Date
 9 Nov 98
 Administrative Services Director Date
 11/10/98
 Mayor Date

Cross Reference
 New Item: Yes ☒ No
 Prev Ord/Res#: 3835
 Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264
Fax: 501-575-8316

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville City Council

FROM: Alett Little, City Planner

DATE: November 6, 1998

SUBJECT: Corrected legal description and right-of-way dedication for Lots 21 and 23 of Colt Square

Ordinance 3835 passed by the City Council on October 4, 1994 vacated 50' street right-of-way which passed between lots 21 and 23 as shown on the attached drawing. As conditions of the right-of-way vacation the following were required:

1. The west 20' of the right of way was to be retained as easement
2. The east 15' of the right of way was to be retained as easement
3. The northern 20' of the right of way was to be retained as easement
2. A strip of land 25' in width was to be dedicated along the south lot line of Lot 21 for replacement right-of-way

The legal description which accompanied the original request did not dedicate the requested right-of-way and it was not clear as to the retention of the general utility easements. Ordinance 3835 also reserved an easement over the entire vacated street right-of-way when the intent of the purchaser was to connect the two lots and make them one. (The current wording still has the lots separated by a utility easement.)

In reviewing the matter with the current owner of the property, who was the purchaser of the property at the time of the other action, the northern 20' refers to the easement which is already in place on Lot 23 and the requested easement on the east side of the property is not necessary because there is also 25' of street right-of-way which is located to the east and serves as a utility easement under the city's franchise agreement.

The attached legal description and drawing clarifies the applicant's request and the city's intent.

The requested action of the Council is to adopt an ordinance to correct the legal description which was a part of ordinance 3835.

JORGENSEN & ASSOCIATES
CONSULTING ENGINEERS, INC.

EXHIBIT A

LEGAL DESCRIPTION: (50' Right of Way Vacation)

Part of Lot 23 and Part of Lot 21 of Colt Square in Fayetteville, Arkansas 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 commencing at the N.E. Corner of Lot 23 thence S 0°42'48"W 230.82 Feet to the P.O.B., thence S 0°42'48"W 50.00 Feet, thence S 89°46'07"W 90.75 Feet, thence along a curve to the left 48.26 Feet, said curve having a radius of 75.00 Feet and an interior angle of 36°52'11" thence N 89°46'07"E 90.34 Feet to the P.O.B.

LEGAL DESCRIPTION: (25' New Access Easement)

Part of Lot 21 of the Colt Square Subdivision as per plat of said subdivision on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas and being more particularly described as follows: Beginning at the S.E. Corner of said Lot 21 thence S 89°49'14"W 185.00 Feet, thence NORTH 25.00 Feet, thence N 89°49'14"E 184.69 Feet, thence S 0°42'48"E 25.00 Feet to the P.O.B.

ORDINANCE NO. 3835

RECORD
34 OCT 24 PM 1 53

WASHINGTON CO AR
A. KOLMEYER

MICROFILMED

AN ORDINANCE VACATING AND ABANDONING A 50 FOOT RESERVED STREET RIGHT-OF-WAY LOCATED BETWEEN LOTS 21 AND 23 OF THE COLT SQUARE SUBDIVISION, SUBJECT TO THE RESERVATION OF UTILITY EASEMENTS ON, OVER, ACROSS AND UNDER CERTAIN PORTIONS OF THE SUBJECT PROPERTY; AND CONTINGENT UPON THE DEDICATION OF AN ALTERNATE STREET RIGHT-OF-WAY TO BE LOCATED ALONG THE SOUTHERN PORTION OF LOT 21 OF THE COLT SQUARE SUBDIVISION.

WHEREAS, the City Council has the authority under Ark. Code Ann. §14-54-104 to vacate public grounds which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described right-of-way is not required for corporate purposes.

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

Section 1. That the City of Fayetteville, Arkansas hereby vacates and abandons all of its rights together with the rights of the public generally, subject to the reservation of utility easements, in and to the following described property located in Washington County, Arkansas:

See Exhibit "A" attached hereto and made a part hereof.

Section 2. The City of Fayetteville hereby reserves utility easements on, over, across and under the northern 20 feet, the western 20 feet, and the eastern 15 feet of the above described property, to construct, lay, remove, relay, enlarge, and maintain public utility lines.

Section 3. Said utility easements shall be for the benefit of the electric power companies, telephone companies, gas companies, and the City of Fayetteville, Arkansas.

Section 4. As a condition of the abandonment of the above described street right-of-way, an alternate street right-of-way shall be granted to run along the southern portion of lot 21 of Colt Square Subdivision, as described more fully in Exhibit "A", attached hereto and made a part hereof.

Section 5. A copy of this Ordinance duly certified by the City Clerk shall be filed in the office of the Recorder of the County and recorded in the Deed Records of the County.



94064041

Original Regus

Page 2

Ordinance No. 3835

October 5, 1994

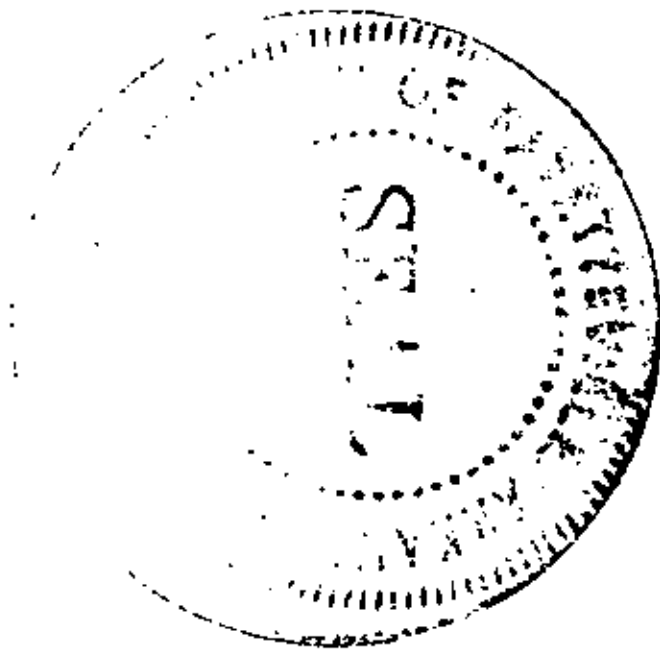
PASSED AND APPROVED this 4th day of October, 1994.

APPROVED:

By: *Fred Hanna*
Fred Hanna, Mayor

ATTEST:

By: *Traci Paul*
Traci Paul, City Clerk



94064042

Original Request

EXHIBIT A

LEGAL DESCRIPTION: (50' R/W Vacation)

The South 25' of Lot 23 and the North 25' of Lot 21 of Colt Square in Fayetteville, Arkansas 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 Commencing at the N.E. Corner of Lot 23 thence S 0°42'48"W 230.82 Feet to the P.O.B., thence S 0°42'48"W 50.00 Feet, thence S 89°46'07"W 115.75 Feet, thence along a curve to the left 52.34 Feet, said curve having a radius of 50.00 Feet and an interior angle of 59°59'27" thence N 89°46'07"E 115.34 Feet to the P.O.B.

50' RIGHT OF WAY VACATION

94064043

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE:

JOB No:

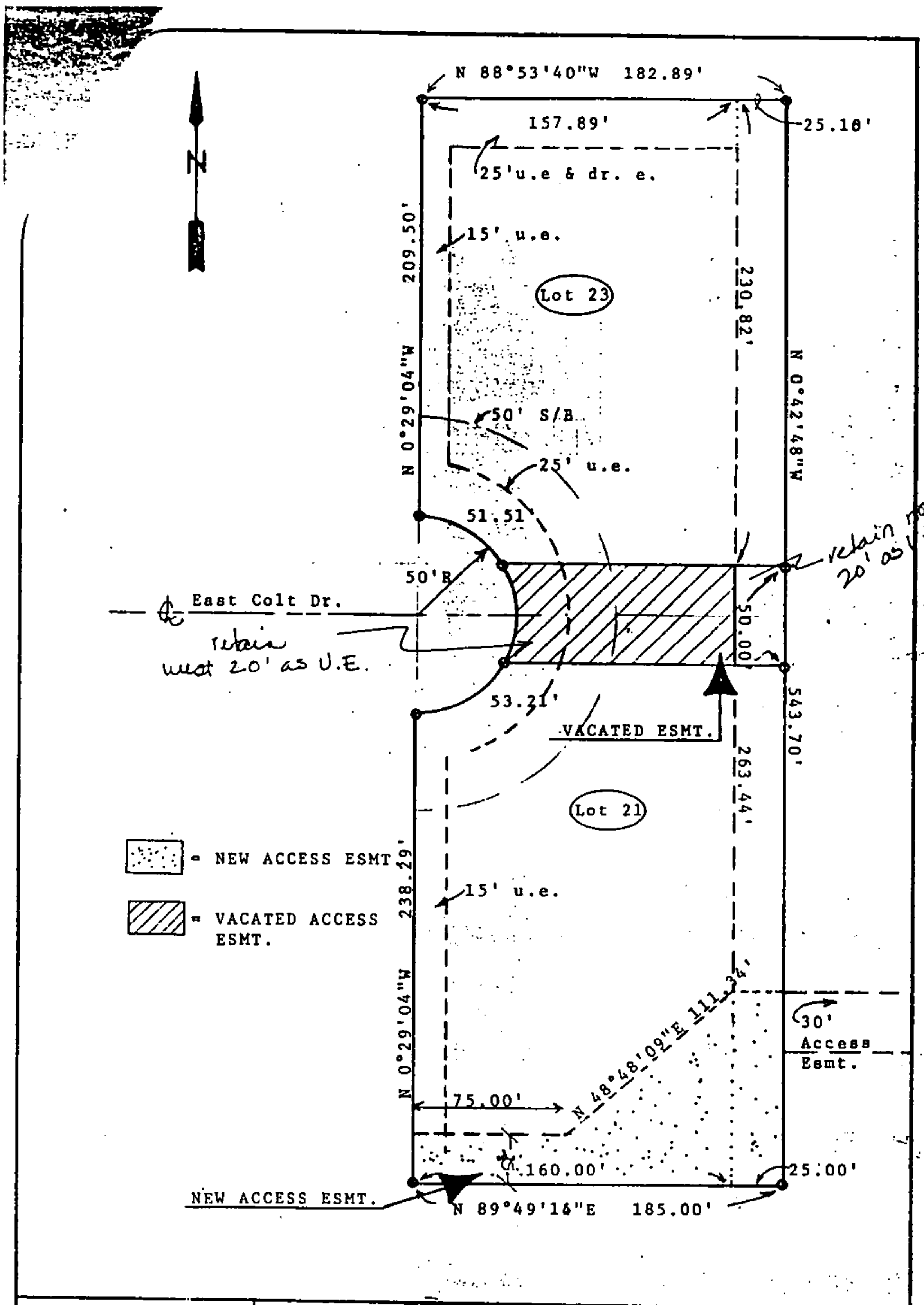
CHECKED BY:

DRAWN BY:

DATE:

DESIGNED BY:

Original Request



JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE: 1"=60'

JOB No:

CHECKED BY:

DRAWN BY:

DATE: 9/30/94

DESIGNED BY:

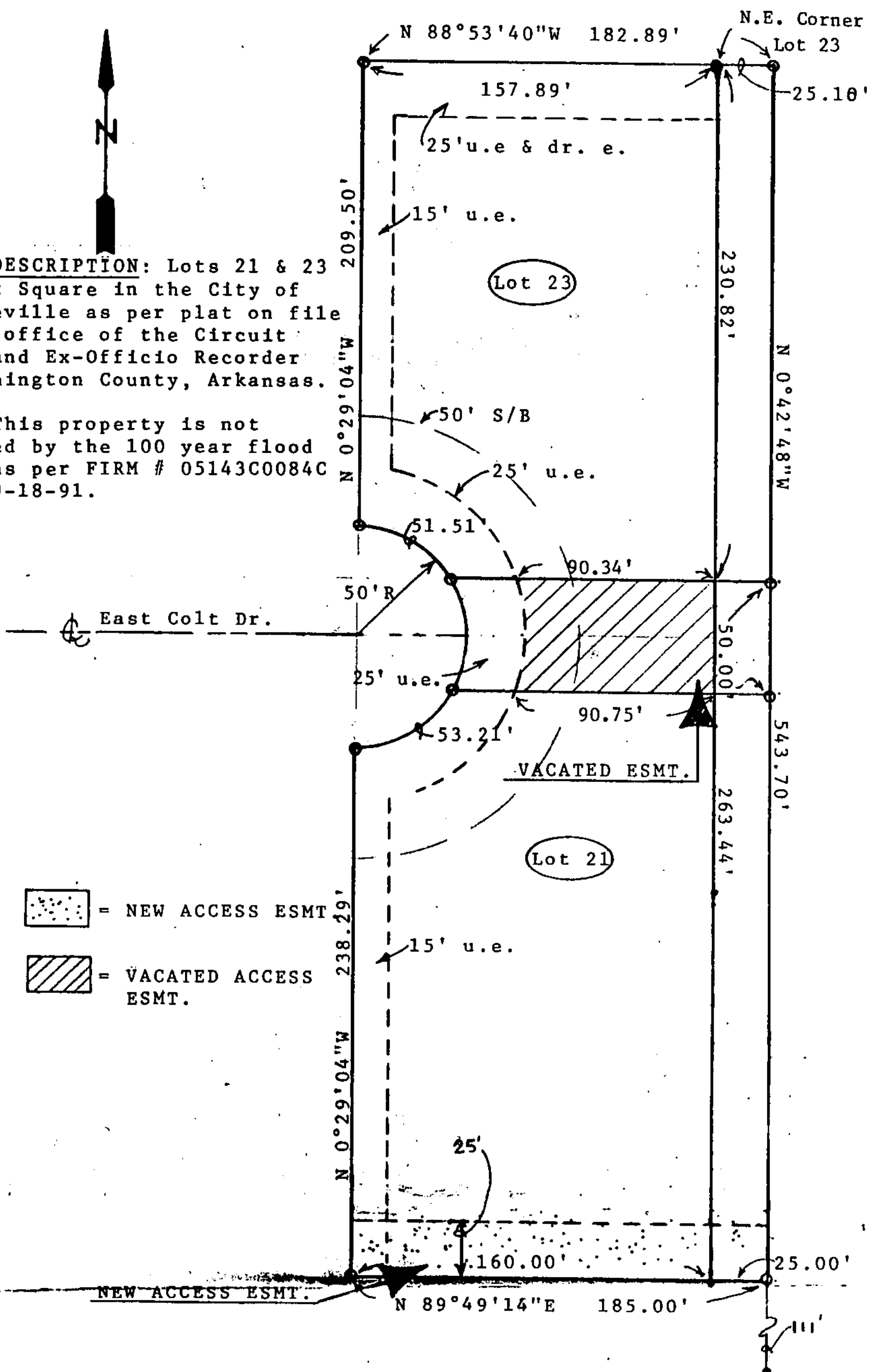
Access Easement
Lot 21 & 23 Colt Square

Original Request



LEGAL DESCRIPTION: Lots 21 & 23 of Colt Square in the City of Fayetteville as per plat on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

NOTE: This property is not affected by the 100 year flood plain as per FIRM # 05143C0084C dated 9-18-91.



= NEW ACCESS ESMT



= VACATED ACCESS ESMT.

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE: 1"=60'

JOB No:

CHECKED BY:

DRAWN BY:

DATE: 11-6-98

DESIGNED BY:

Property survey for Keating Enterprises, Inc.

for 11-17-98 Council

EXHIBIT A

LEGAL DESCRIPTION: (50' R/W Vacation)

The South 25' of Lot 23 and the North 25' of Lot 21 of Colt Square in Fayetteville, Arkansas 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 Commencing at the N.E. Corner of Lot 23 thence S 0°42'48"W 230.82 Feet to the P.O.B., thence S 0°42'48"W 50.00 Feet, thence S 89°46'07"W 115.75 Feet, thence along a curve to the left 52.34 Feet, said curve having a radius of 50.00 Feet and an interior angle of 59°59'27" thence N 89°46'07"E 115.34 Feet to the P.O.B.

50' RIGHT OF WAY VACATION

94064043

JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-582-4807

SCALE:

JOB No:

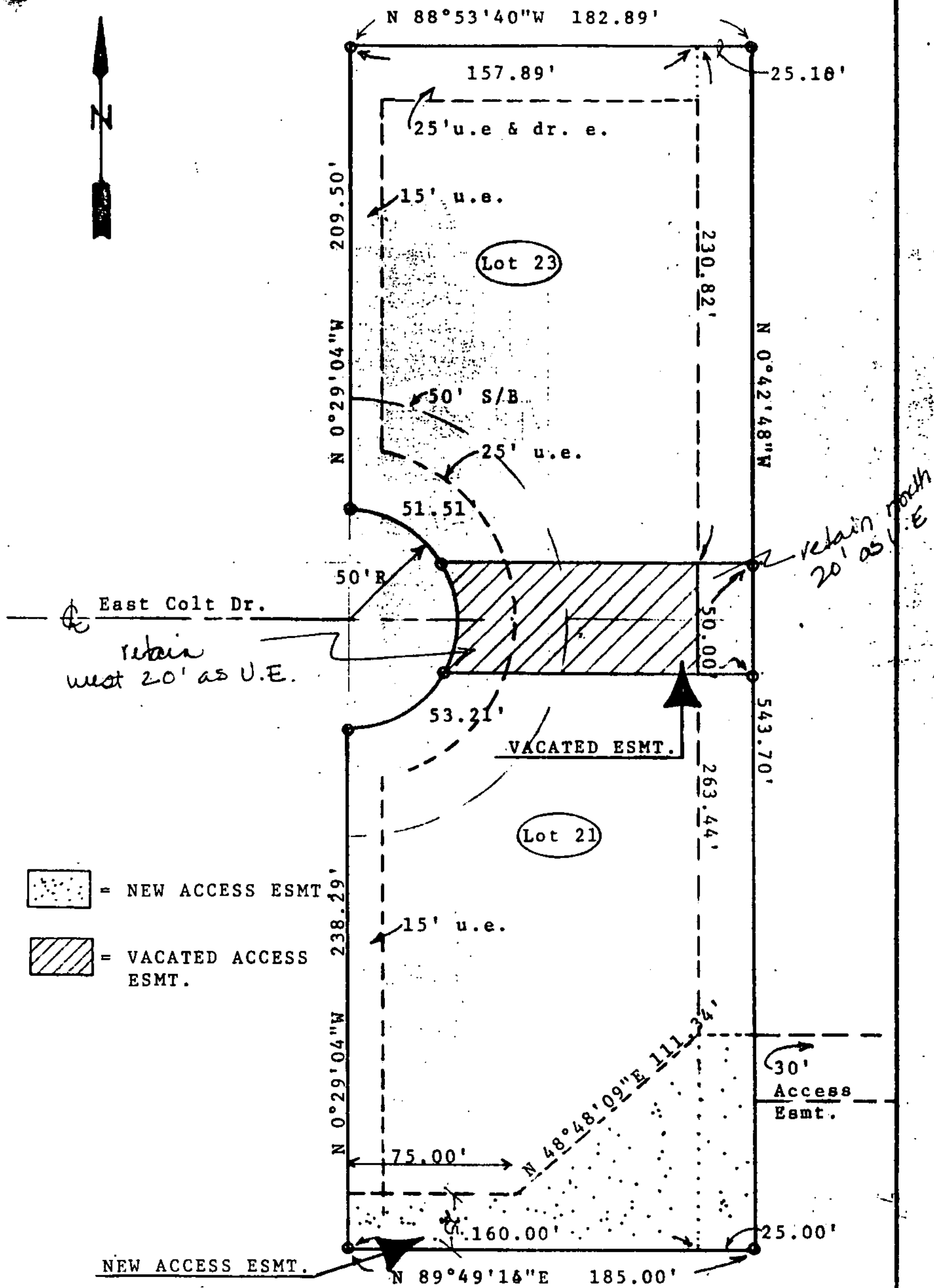
CHECKED BY:

DRAWN BY:

DATE:

DESIGNED BY:

Original Request



JORGENSEN & ASSOCIATES

ENGINEERS • SURVEYORS

2013 GREEN ACRES RD.
FAYETTEVILLE, AR 72703

PH 501-442-9127
FAX 501-682-4807

SCALE: 1"=60'

JOB No:

CHECKED BY:

DRAWN BY:

DATE: 9/30/94

DESIGNED BY:

Access Easement
Lot 21 & 23 Colt Square

Original Request

**TENTATIVE
AGENDA**

**FAYETTEVILLE CITY COUNCIL MEETING
NOVEMBER 17, 1998**

A meeting of the Fayetteville City Council will be held on November 17, 1998 at 6:30 p.m. in the City Administration Building, 113 West Mountain Street, Room 219, Fayetteville, Arkansas.

The following items will be considered:

I. CONSENT AGENDA

- A. APPROVAL OF MINUTES:** Approval of Minutes from November 3, 1998 meeting.
- B. BID 98-82:** A resolution approving the construction contract with Tomlinson Asphalt Company, Inc. in the amount of \$ 87,332.74 for Bid No. 98-82, Lake Fayetteville Dam Erosion and Seepage Control, approval of a project contingency of \$20,000 and approval of a budget adjustment of \$35,520.74 to be taken from "Miscellaneous Drainage Improvement".
- C. BID 98-83:** A resolution awarding the Veterans Memorial Park project to Heckathorn Construction Company, Inc. in the amount of \$149,621. The project consists of an 800 square foot wood framed restroom that will be retrofitted to year-round usage.
- D. BID 98-97:** A resolution awarding the Walker Park play ground bid to John Westin Concrete, Inc. in the amount of \$59,859.04. This project is also partially funded by the Arkansas State Parks Outdoor Recreation Grants Program in the amount of \$350,000 in addition to funds in the Parks' CIP.
- E. GIRLS SOFTBALL COMPLEX:** A resolution approving a contract with Perry Butcher and Associates for the design, supervision, and construction of Phase III of the Girls Softball Complex near Holcomb Elementary School. The architectural costs are \$15,750 plus an amount not to exceed \$3,000 for reimbursable expenses for a total of \$18,750.
- F. BID 98-90:** A resolution awarding the Wilson park Castle renovation project, Bid 98-90 to Heckathorn Construction in the amount of \$51,226 project contingency and budget adjustment.
- G. TURNBACK REVENUES:** A resolution approving a two- year renewal of an agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

- H. **INSURANCE CONTRACT:** A resolution renewing the Blue Cross Blue Shield Group Medical Contract for Policy Year 1-1-99 through 12-31-99.
- I. **DICKSON STREET ENHANCEMENT:** A resolution indicating a willingness to utilize federal funding for the Dickson Street and Vicinity Enhancement Project.
- J. **GREGG STREET IMPROVEMENTS:** A resolution authorizing the Mayor to execute an Agreement of Understanding with the Arkansas Highway and Transportation Department relative to the improvement of Gregg Street from Highway 71B to Mud Creek Bridge.
- K. **ARLINGTON TERRACE:** A resolution approving an increase in the budget for the Arlington Terrace Project by \$11,500.00, approval of the associated budget adjustment, and an increase in the project contingency by \$11,500.00.

II. OLD BUSINESS

- A. **CAPITAL IMPROVEMENT PROGRAM:** A resolution approving the 1999-2003 Capitol Improvement Program.
- B. **HOUSING CODE:** An ordinance repealing Chapter 155: Minimum Housing Code, Code of Fayetteville; and adopting the Standard Housing Code, 1997 Edition.
- C. **NOTIFICATION REQUIREMENT FOR BLASTING:** An ordinance amending Chapter 157, Notification and Public Hearings, of the Code of Fayetteville, to add Section 157.08, Fire Prevention Code, Requiring notification to residential property owners within 200 yards of a blasting site.

Only items presented by the City Council or City Staff may be discussed during the meeting. If you have an item you wish to discuss, please contact your alderman to have it presented at the next City Council Agenda Session. For further assistance, please contact Heather Woodruff, City Clerk, at 575-8323.

STAFF REVIEW FORM

RECEIVED

OCT 29 1998

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of November 17, 1998

FROM:

<u>Jim Beavers</u>	<u>Engineering</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED: (1) Approval of a construction contract with Tomlinson Asphalt Company, Inc. in the amount of \$87,332.74 for bid number 98-82, Lake Fayetteville Dam Erosion and Seepage Control. (2) Approval of a project contingency of \$20,000.00 for potential variations in quantities, testing and other direct project expenses. (3) Approval of a budget adjustment of \$35,943.74 to be taken from "Miscellaneous Drainage Improvements".

COST TO CITY:

<u>\$107,332.74</u>	<u>\$ 71,897</u>	<u>Lake Fay. Dam</u>	Cost
of this Request	Category/Project Budget	Category/Project Name	
<u>4470-9470-5808-00</u>	<u>508</u>		
Account Number	Funds Used To Date	Program Name	
<u>96036-0020</u>	<u>\$ 71,388</u>	<u>Water/sewer</u>	
Project Number	Remaining Balance	Fund	

* A budget adjustment from project 97041, Miscellaneous Drainage, is requested.

BUDGET REVIEW: X Budgeted Item x Budget Adjustment Attached

Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer
Accounting Manager
Randy J. [Signature]
City Attorney
P. Vice
Purchasing Officer

10-26-98
Date
10-29-98
Date
10-28-98
Date
ADA Coordinator
Internal Auditor
Art 10-14 + Supp 10-14

10-27-98
Date

STAFF RECOMMENDATION:

Approval.

Jim Beavers
Division Head
Charles Umalec
Department Director
William D. [Signature]
Administrative Services Director
Paul [Signature]
Mayor

10/26/98
Date
10/29/98
Date
29 OCT 98
Date
10/29/98
Date

Cross Reference

New Item: **Yes**

Prev Ord/Res #

Orig Contract Date:

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charles Venable, PW Director
Don Bunn, Asst PW Director

From: Jim Beavers, City Engineer

Date: 26 October 98

Re: Agenda Request, Council Meeting of November 17, 1998.
Bid no. 98-82, Lake Fayetteville Dam Erosion and Seepage Control.

1. Project.

The project will provide for erosion control and the collection of the seepage along the west toe of the Lake Fayetteville Dam. The seepage is not new, Lake Fayetteville Dam has a history of seepage since the construction in 1949. The dam has passed all annual State inspections, including 1998, and the seepage is not a threat at this time. At the recommendation of the State (ASWCC) the seepage will be collected and monitored by the City to check for volume changes over the life of the dam. The project in the budget is titled "Lake Fayetteville Dam monitoring wells". The State (ASWCC) recommended that the City collect the seepage rather than drilling wells to monitor the seepage.

2. Bids.

The project was designed in-house and bids taken on October 13, 1998. Five bids were submitted as follows:

Basic	Necessary	Morley	Sweetser	Tomlinson
\$142,325	\$90,667.95	\$124,916.22	\$108,721.40	\$87,332.74

The engineers estimate was \$99,266.00.

3. Funding/accounting.

Engineering requests that the contact be awarded to Tomlinson Asphalt Company in the amount of \$87,332.74 and that the City Council also approve a project contingency of \$20,000.00 to be used for any quantity variation, testing and other direct project costs.

The total funding requested is \$107,332.74.

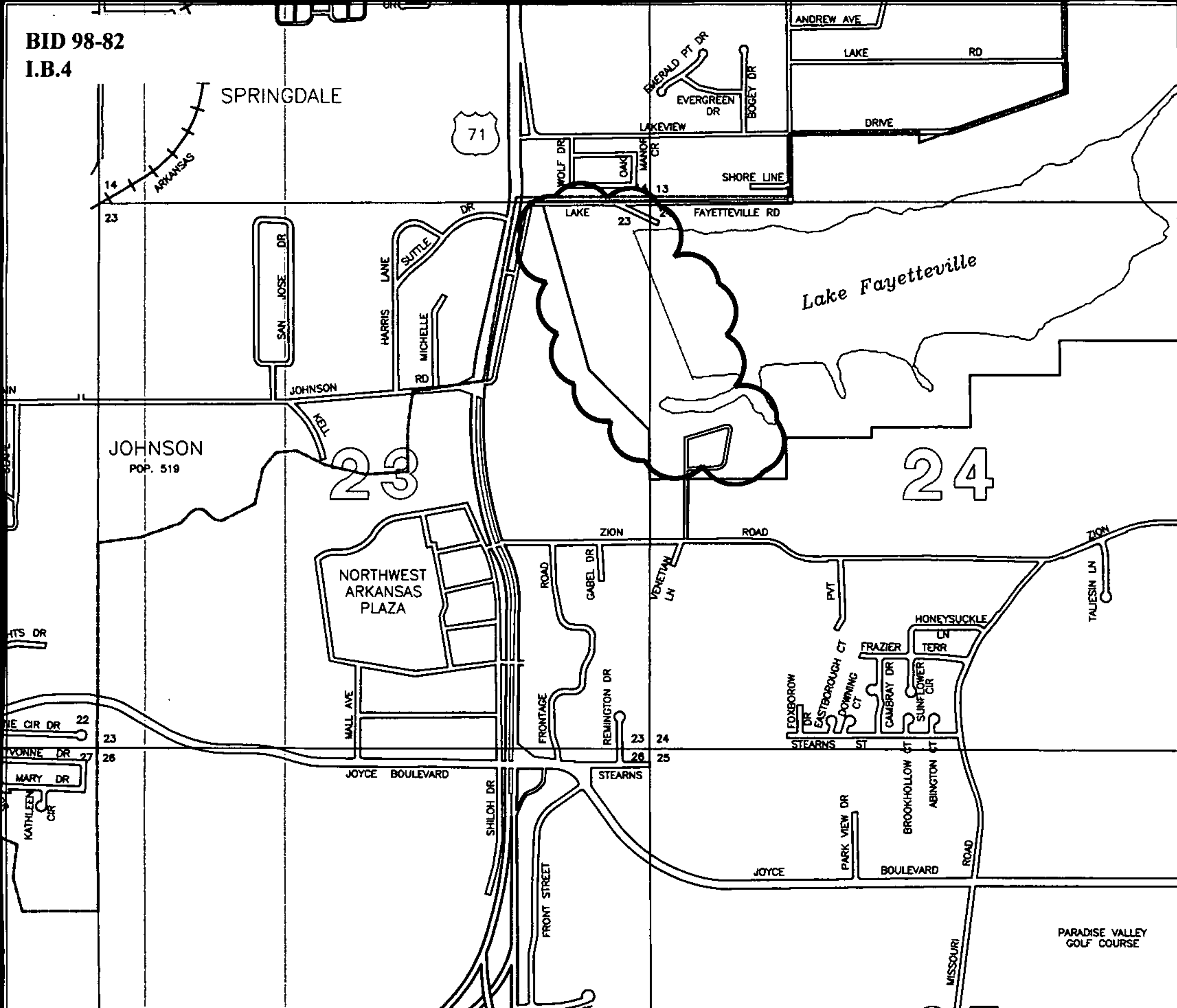
The current budget includes \$71,812.00 for this project.

A budget adjustment of \$35,943.74 to be taken from project 97041, account 4470-9470-5817-00, Miscellaneous Drainage is requested to complete the funding of this project. The Miscellaneous drainage has a current balance of \$95,072.00.

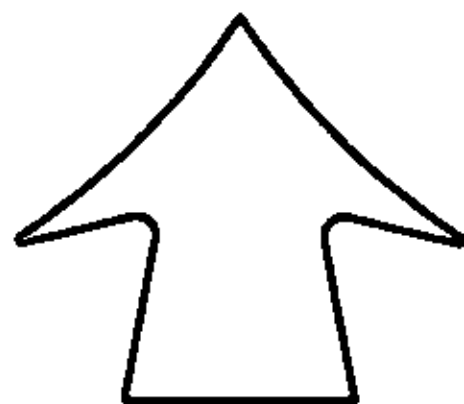
enclosures:

1. Vicinity Map
2. One original contract document signed by Tomlinson Asphalt Company, Inc.

BID 98-82
I.B.4



LAKE FAYETTEVILLE DAM EROSION & SEEPAGE CONTROL VICINITY MAP



NORTH

SCALE: 1 IN. = 1/4 MILE

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

**BID 98-82
I.B.5**

Budget Year 1998	Department: Sales Tax Capital Improvement Division: Bridge & Drainage Improvements Program:	Date Requested 10/27/98	Adjustment #
----------------------------	--	-----------------------------------	---------------------

Project or Item Requested: Additional funding is requested Lake Fayetteville Dam Erosion and Seepage Control Project.	Project or Item Deleted: None. Funding proposed for this adjustment is from the Miscellaneous Drainage Improvements Project.
---	--

Justification of this Increase: Additional funds are needed to accomplish the revised scope of work.	Justification of this Decrease: Sufficient funding remains to fund this request and meet planned improvements for this project.
--	---

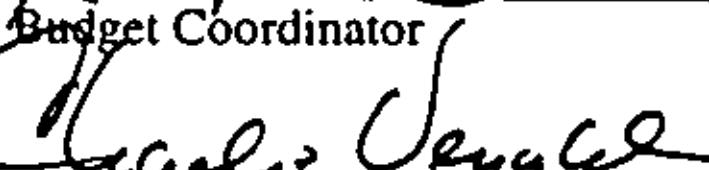
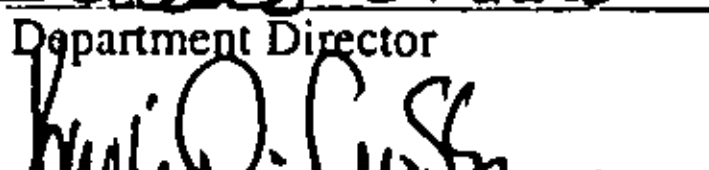
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Waterline Improvements	35,944	4470 9470 5808 00	96036 20

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
Bridge & Drainage Imp.	35,944	4470 9470 5817 00	97041 10

Approval Signatures

Requested By 	Date 10/27/98
Budget Coordinator 	Date 10/29/98
Department Director 	Date 29 OCT 98
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

Type:	A	B	C	<u>D</u>	E
Date of Approval					
Posted to General Ledger					
Posted to Project Accounting					
Entered in Category Log					

CONTRACT

THIS AGREEMENT, made and entered into the ____ day of _____, 19____, by and between the City of Fayetteville, County of Washington, State of Arkansas, Party of the First Part, hereinafter called the Owner, and TOMLINSON ASPHALT Co. INC., of the City of FAYETTEVILLE, ARK., Party of the Second Part, hereinafter called the Contractor.

WITNESSETH THAT:

WHEREAS, the Owner has called for bids for the Lake Fayetteville Dam Erosion and Seepage Control improvements, as set out in the Plans and Specifications and approved by the City of Fayetteville, Arkansas; and

WHEREAS, pursuant to the published calls for bids under said Plans and Specifications, the Contractor is the lowest and best qualified bidder for the construction of said Improvements;

NOW THEREFORE, the Contractor agrees with the Owner to commence and complete the construction of:

Bid No. 98-82 which shall be the Lake Fayetteville Dam Erosion and Seepage Control improvements, Fayetteville, Arkansas, in accordance with the bid schedule, plan drawings 1, 2, 3, 4, 5, 6, 7 and the contract documents including the project specifications, including all Work required for a complete and acceptable installation, for the unit and lump sum prices bid in the Bid Proposal, all of which become and are a part of this Contract, the total sum thus being

Eighty seven thousand three hundred thirty two and 74/100 Dollars
words

(\$ 87,332.74)
figure

such sum being the agreed amount upon which bonds and liabilities are based, and at his own cost and expense furnish all materials, supplies, labor, machinery, equipment, tools, supervision, bonds, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Bid attached hereto and made a part hereof, and in accordance with the Technical Specifications, the General Conditions, the Supplementary Conditions, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings, and written or printed explanatory matter thereof.

The Contractor agrees to commence work under this contract within ten days of the issuance of the Notice to Proceed and totally complete all work within ninety (90) calendar days.

The Owner agrees to pay the Contractor in current funds for the performance of the contract in accordance with the accepted Bid therefor, subject to additions and deductions, as provided in the Specifications, and to make payment on account thereof as provided below.

As soon as is practicable after the first of each calendar month, and in accordance with the Contract Specifications, the Owner will make partial payments to the Contractor for work performed during the preceding calendar month, based upon the Engineer's estimate of work completed, said estimate being certified by the Contractor and accepted by the Owner. Retainage shall be withheld from the partial payments as provided by Arkansas state laws by the Owner until final completion and acceptance by the Owner and Engineer. The Engineer shall then issue a Final Estimate of work done based upon the original contract and subsequent changes made and agreed upon, if any.

Time is hereby expressly declared to be of the essence of this contract, and the time of beginning, manner of progress and time of completion of the work hereunder shall be and are essential conditions hereof.

The Contractor agrees to commence work within ten (10) calendar days from the date of the Notice to Proceed and to proceed with the construction of the work and to prosecute the work with an adequate force and in a manner so as to complete the work within the time stipulated herein. If the Contractor fails in completing the contract within the time stipulated herein, the Contractor agrees to pay the Owner, as liquidated damages the sum of one hundred dollars (\$100.00) per day for each calendar day of delay in completion, said amounts being fixed and agreed upon by and between the parties hereto. Because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages Owner would in such event sustain, said amounts are to be presumed by the parties to this contract to be the amounts of damage Owner would sustain in additional Engineering related costs. Said amounts of liquidated damages shall be deductible from any amount due Contractor under the Final Estimate of said work, after the completion thereof, and Contractor shall be entitled any to the Final Estimate less such amounts of liquidated damages.

If the Contractor be delayed at any time in the progress of the work by any act or neglect of the Owner or of the Owner's employees, or by any other Contractor employed by the Owner, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer pending arbitration, or by any cause which the Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide.

No such extension shall be made for delay occurring more than seven days before claim therefor is made in writing to the Engineer. In the case of a continuing cause for delay, only one claim is necessary.

In the event the Contractor abandons the work hereunder or fails, neglects or refuses to continue the work after ten (10) days written notice, given Contractor by the Owner or by the Engineer, then the Owner shall have the option of 1) declaring this contract at an end, in which event the Owner shall not be liable to the Contractor for any work theretofore performed, or 2) requiring the surety hereto, upon ten (10) days notice, to complete and carry out the contract of Contractor; and in that event, should the surety fail, neglect or refuse to carry out said contract, 3) said Owner may complete the contract as its own expense and maintain an action against the Contractor and the surety hereto for the actual cost of same, together with any damages or other expense sustained or incurred by Owner in completing this contract, less the total amount provided for hereunder to be paid Contractor upon the completion of this contract.

This contract shall be binding upon the heirs, representatives, successors or assigns of the parties hereto, including the surety.

IN WITNESS WHEREOF, the Owner and Contractor have hereto set their hands and seals, respectively.

TOMLINSON ASPHALT Co. INC.
Firm Name

By W. M. Mahaffey

Melvin Tomlinson
Sec.

Witnesses*

*If corporation, secretary should attest.

CITY OF FAYETTEVILLE, ARKANSAS

Attest:

Fred Hanna, Mayor

Heather Woodruff, City Clerk

End of Contract

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of November 12, 1998
 FROM:

Connie Edmonston Parks & Recreation Public Works
 Name Division Department

ACTION REQUIRED:

Award of Veterans Memorial Park restroom and parking lot bid #98-83 to Heckathorn Construction in the amount of \$149,621; project contingency; and approval to combine project # 96034 and 97018.
 COST TO CITY:

\$163,621
 Cost of this Request

\$187,172
 Category/Project Budget

Parks Improvements
 Category/Project Name

96034 & 97018
 Account Number

\$19,773
 Funds Used To Date

Program Name

4470-9470-5806.00
 Project Number

\$167,399
 Remaining Balance

Sales Tax
 Fund

BUDGET REVIEW:

[Signature] 11/2/98
 Budget Coordinator

Budgeted Item

[Signature]
 Budget Adjustment Attached
 Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

Marilyn Cramer
 Accounting Manager

11-2-98
 Date

ADA Coordinator

Date

[Signature]
 City Attorney

11-2-98
 Date

[Signature]
 Internal Auditor

11-2-98
 Date

[Signature]
 Purchasing Officer

11-4-98
 Date

STAFF RECOMMENDATION:

Approval of bid award.

[Signature]
 Division Head

10-30-98
 Date

Cross Reference

[Signature]
 Department Director

11/4/98
 Date

New Item: Yes No

[Signature]
 Administrative Services Director

4 NOV 98
 Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

BID 98-83

I.C.3

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council
THRU: *C.E.*
Charles Venable, Public Work Director
FROM: Connie Edmonston, Parks & Recreation Superintendent
DATE: October 30, 1998
SUBJECT: Award of Veterans Memorial Park Bid #98-83

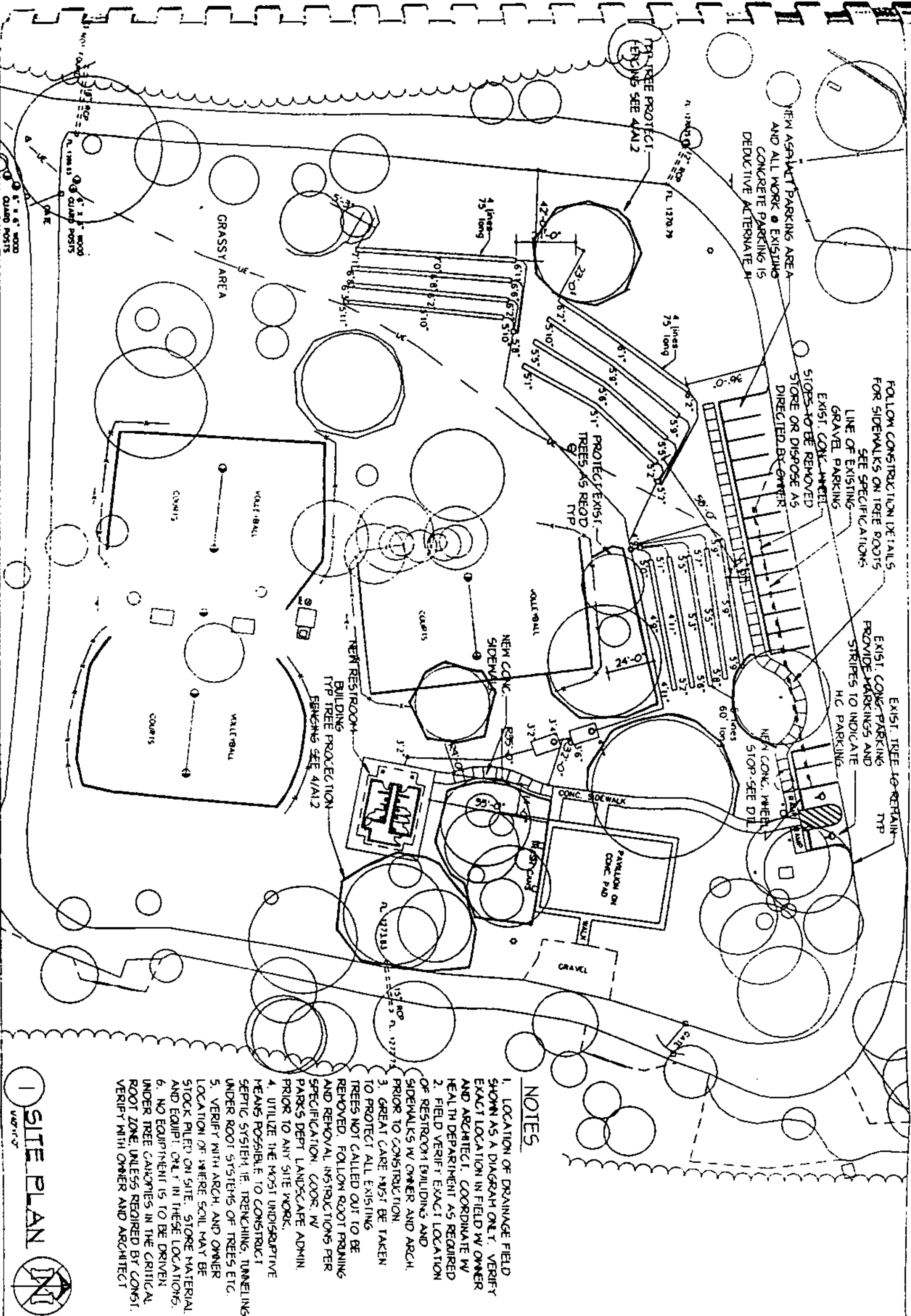
The Parks and Recreation requests your acceptance to award the Veterans Memorial Park project to the low bid, Heckathorn Construction Company in the amount of \$149,621 plus a contingency of \$14,000 for a total of \$163,621. This project consist of an 800 square foot wood framed restroom that will be retrofitted for year round usage. A septic system was chosen because the city's sewer line is not in close proximity and a pump station and force main would cost \$90,000 to \$100,000 versus a septic system at \$10,000. There will be two septic tanks and one leach field sized for 500 people. The project also includes paving of a sixteen vehicle parking lot with curbs. The new facilities will meet ADA requirements.

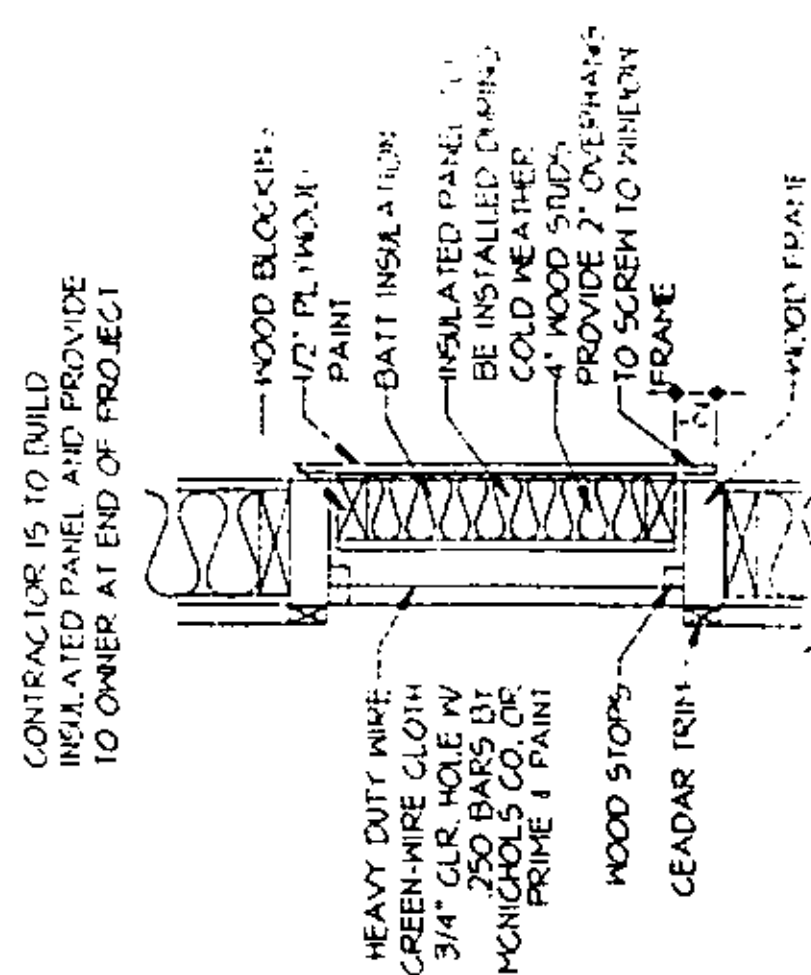
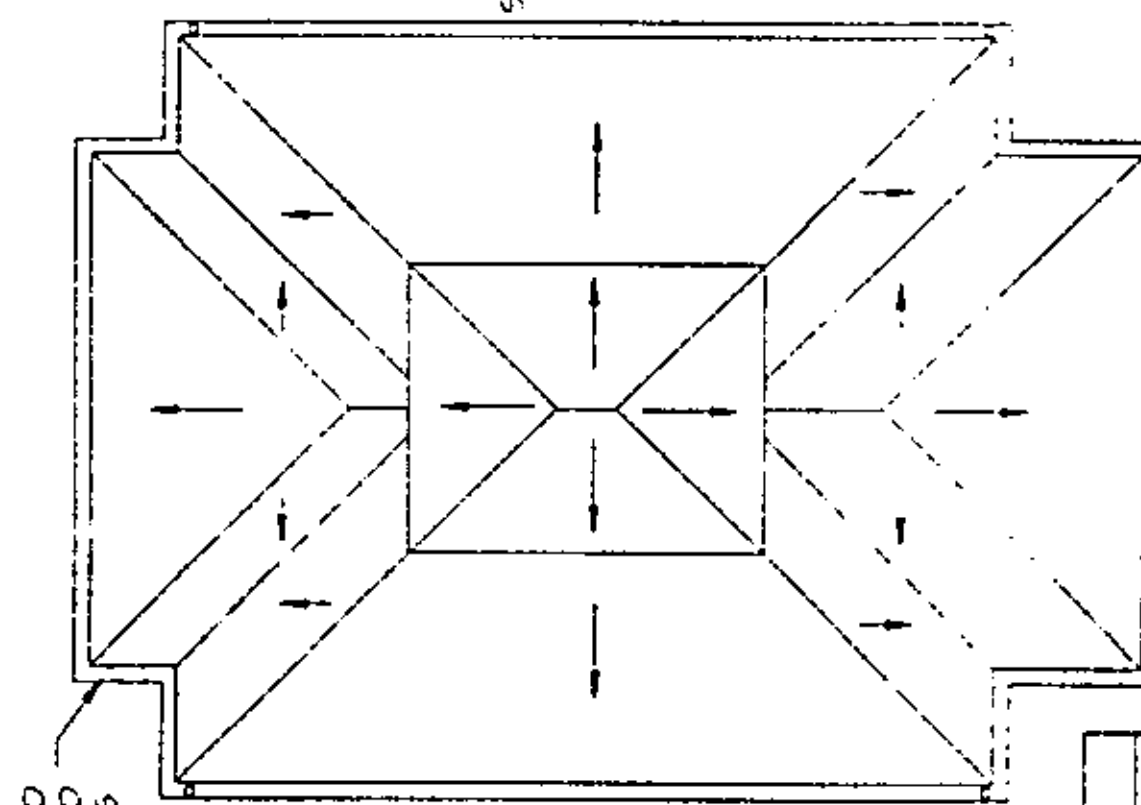
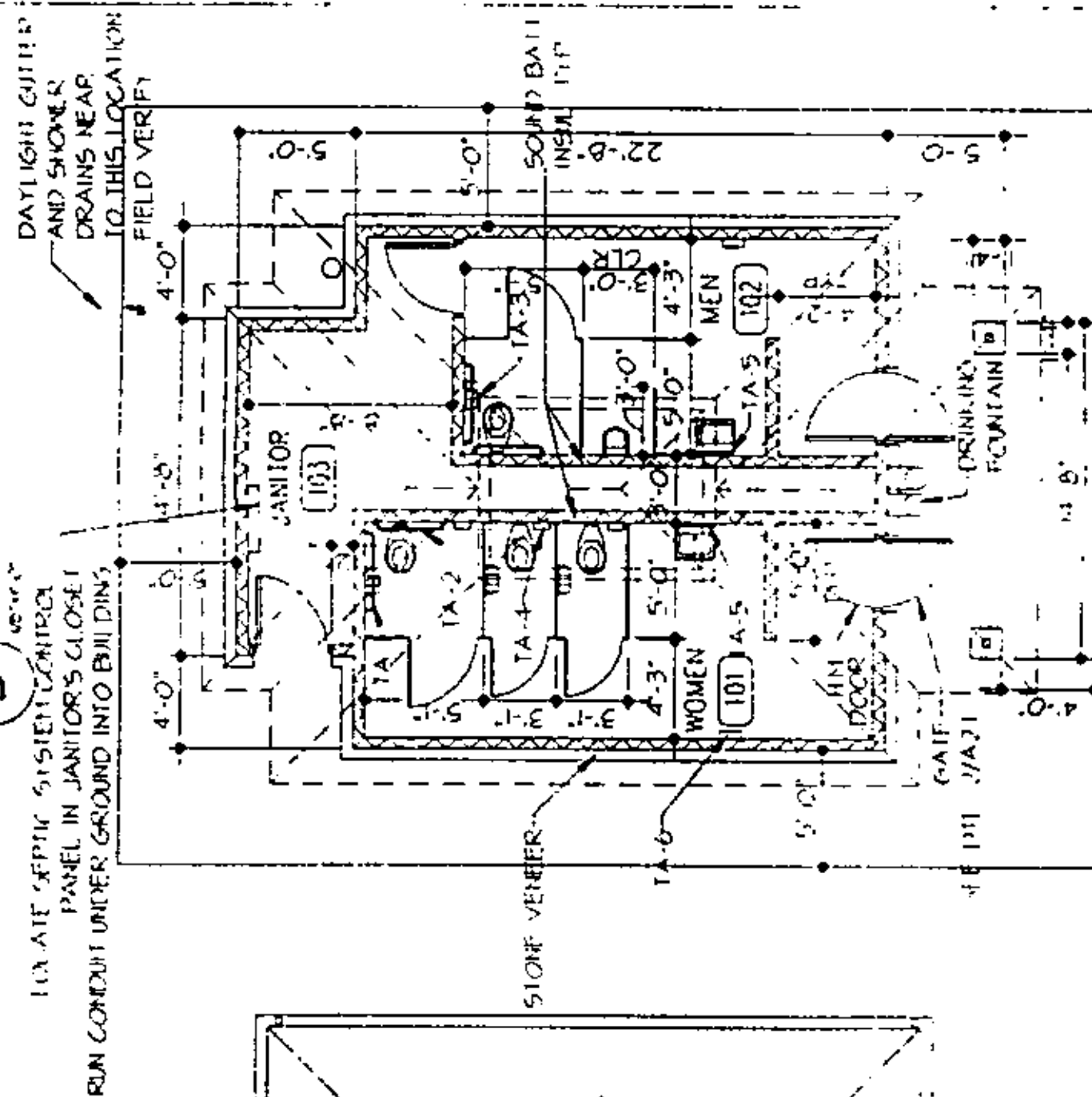
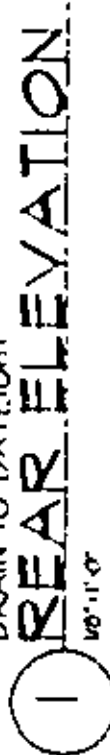
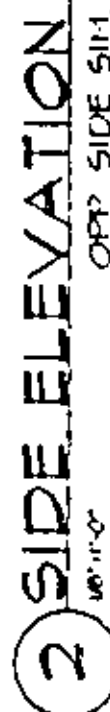
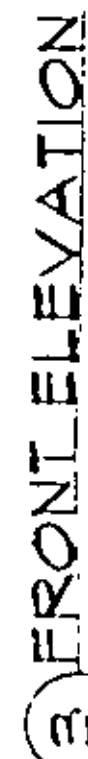
I will be attending the City Council agenda session and meeting should you have any questions, or you may call me at 444-3473.

Attachments:

Contract
Bid Tabulation
Location Map
Restroom Design

(Vetbid)





THE
D
C

5 ROOF PLAN 10'-11"

2410

#	MODEL NO	MANUFACT	DESCRIPTION	MOUNTING HT.
1A-1	B-6806-47	BONICK	17" S.S. GRAV. HAP. IN 1/2" DOWN	CENTER @ 36" AFF
1A-2	B-6806-36	BONICK	30" S.S. GRAV. HAP. IN 1/2" DOWN	CENTER @ 36" AFF
1A-3	TP-3	BONICK	3" S.S. TIGHTER IN 1/2" DOWN	CENTER @ 36" AFF
1A-4	B-270	BONICK	SANITARY WASHING TUB	75" AFF TO TOP
1A-5	B-1564 1030	BONICK	STAINLESS S/L TUB	40" AFF @ BOTTOM
1A-6	B-704	BONICK	HAND DRYER	BUTTON @ 36" AFF

167,000

BID 98-83
I.C.6

WITTENBERG, DELONY & DAVIDSON, INC.
Architecture
Planning
Interior Design

100 West Center, Suite 102, Fayetteville, Arkansas 72701 TEL: 501 443-6666 FAX: 501 443-9515

BID TABULATION FOR: VETERAN'S MEMORIAL PARK
RESTROOM AND PARKING RENOVATION

JOB NO.: WD&D-98013 **BIDS RECIEVED:** 10-28-98 AT 4:00PM
RM. 326 City of Fayetteville Admin.

BIDDERS	LICENSE NO.	BID BOND	ADD NO 1	BASE BID	DEDUCTIVE ALTERNATE #1	LINE ITEM 1 BUILDING	LINE ITEM 2 SEPTIC SYSTEM	LINE ITEM 3 TRENCH SAFETY	MECHANICAL CONTRACTOR	PLUMBING CONTRACTOR	ELECTRICAL CONTRACTOR	ROOFING/SHIMIL CONTRACTOR
CRANDALL HOMES & CONSTRUCTION SERVICES												
HECKATHORN CONST. CO.	23780499	/	/	149,621	7,700	130,881	10,540	500	Johnson M	Johnson M	712 Elec	Heckathorn
JOHN MARINONI CONSTRUCTION CO.	33500499	/	/	191,400	13,000	178,300	13,000	100	Johnson M	Johnson M	Kay's Elec	Marinoni
MIDLAND CONSTRUCTION CO.	15341198	/	/	197,423	5,900	183,223	14,000	200	Johnson M	Johnson M	Kay's Elec	Midland

BID CERTIFICATION: I hereby certify that the bids as tabulated above are correct as received.

Typed Name and Title: Richard Alderman, AIA
Principal/ Project Manager

Date: October 29, 1998



Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AIA Document A101 - Electronic Format

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

The 1987 Edition of AIA Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified. This document has been approved and endorsed by The Associated General Contractors of America.

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AGREEMENT

made as of the twenty-ninth day of October in the year of Nineteen Hundred and Ninety-eight

BETWEEN the Owner:

(Name and address)

City of Fayetteville

113 West Mountain

Fayetteville, Arkansas 72701

and the Contractor:

(Name and address)

Heckathorn Construction Company, Inc.

1880 Birch Avenue

Fayetteville, Arkansas 72703

The Project is:

(Name and location)

Veteran's Memorial Park

Restroom and Parking Lot Renovation

Fayetteville, Arkansas

The Architect is:

(Name and address)

Wittenberg, Delony & Davidson, Inc.

100 West Center, Suite 102

Fayetteville, Arkansas 72701

The Owner and Contractor agree as set forth below.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • TWELFTH EDITION • AIA • COPYRIGHT 1987 • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C., 20006-5292. WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted below.

Electronic Format A101-1987

User Document: VET-101A.DOC -- 10/29/1998, AIA License Number 131378, which expires on 6/30/1999 -- Page #1

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, ~~or as follows:~~

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement, or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be established in a written "Notice to Proceed" issued by the Owner.

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

One Hundred Fifty (150) consecutive calendar days from the date of the written "Notice to Proceed"

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Fifty dollars (\$50.00) per calendar day, not including acceptable delay days.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of One Hundred Forty Nine Thousand Six Hundred Twenty One & 00/100 Dollars (\$ 149,621.00), subject to additions and deductions as provided in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

Deductive Alternate One is rejected.

4.3 Unit prices, if any, are as follows:

No Unit Prices

ARTICLE 5 PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

For the period ending the Twenty-Fifth of the month.

5.3 Provided an Application for Payment is received by the Architect not later than the twenty-fifth (25th) day of a month, the Owner shall make payment to the Contractor not later than the Owner's next regularly scheduled purchase order processing period day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than the Owner's next regularly scheduled purchase order processing period days after the Architect Owner receives the Application for Payment. Unless a problem with the Payment Request is identified by the Architect, the Architect will have 5 working days in which to review and process the Payment Request.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10 %) . Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Contract Sum has not yet been adjusted by Change Order;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of zero percent (0 %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to one hundred percent (

when all required "close-out" documents are received and approved by the Owner.

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

After fifty percent (50%) of the contract work has been satisfactorily completed, and IF written consent of the Owner, Bonding Company and the Architect is obtained by the General Contractor, additional retainage can be ceased or reduced in an amount agreed to by the Owner.

ARTICLE 6 FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work as provided in Subparagraph 12.2.2 of the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Before issuance of the final certificate, the Contractor shall obtain in writing from the Bonding company, approval of such payment. No certificate issued nor payment made to the Contractor, nor partial or entire use or occupancy of the contract work by the Owner, shall be acceptance of any work or materials not in accordance with the contract or contract documents.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

None.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

7.3 Other provisions:

None.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101, 1987 Edition.

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Electronic Format A101-1987

User Document: VET-101A.DOC -- 10/29/1998. AIA License Number 131378, which expires on 6/30/1999 -- Page #4

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201, 1987 Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated October 9, 1998, and are as follows:

Document	Title	Pages
00100	Bid Solicitation	1
00200	Instructions to Bidders	3
00320	Geotechnical Data	1
00330	Existing Conditions	1
00400	Bid Form (modified in addendum)	3
00600	Bonds	1
00700	General Conditions	1 with attachment of AIA Document A201(32)
00800	Supplementary Conditions	11

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Document	Title	Pages
Divisions 1 through 16 as listed in the Table of Contents in the Project Manual dated October 9, 1998.		

9.1.5 The Drawings are as follows, and are dated October 9, 1998 unless a different date is shown below:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Date	Pages
	Septic System Permit-8/26/98	1
	Septic System Drawing Diagrammatic	
	Lavout and Details-8/7/98	1
	Survey	1
C1.1	Grading Plan-8/19/98	1
A1.1	Site Plan	1
A1.2	Enlarged Site Plan	1
A1.3	Floor Plan	1
A2.1	Section	1
S1.1	Structural Plans and Details	1
P1.1	Plumbing Plan-9/14/98	1
P2.1	Plumbing Details-9/14/98	1
P2.2	Plumbing Detail-9/14/98	1
P2.3	Plumbing Schedules-9/14/98	1
P2.4	Plumbing Schedules-9/14/98	1
P2.5	Plumbing Schedules-9/14/98	1
M1.1	Mechanical Plan-9/14/98	1
M2.2	Mechanical Schedules and Details-9/14/98	1
M2.2	Mechanical Schedules and Detail-9/14/98	1
E1.1	Electrical Power Plan-9/14/98	1
E2.1	Electrical Schedule and Details-9/14/98	1
E2.2	Electrical Schedules-9/14/98	1

9.1.6 The addenda, if any, are as follows:

Number	Date	Pages
1	October 23, 1998	7

Portions of addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

9.1.7 Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

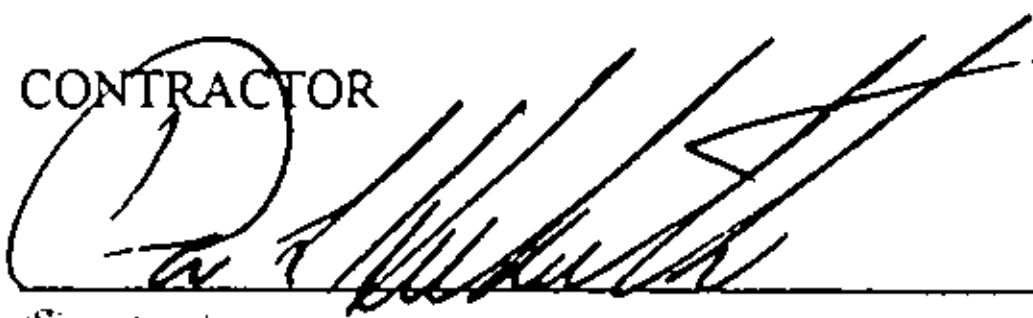
OWNER

(Signature)

Fred Hanna, Mayor

(Printed name and title)

CONTRACTOR



(Signature)

Heckathorn Construction Co., Inc. Don L. Heckathorn, President

(Printed name and title)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☐ CONTRACT REVIEW
☐ GRANT REVIEW

For the Fayetteville City Council meeting of November 12, 1998

FROM:

Connie Edmonston

Name

Parks & Recreation

Division

Public Works

Department

ACTION REQUIRED:

Award of Walker Park playground equipment bid #98-97 to John Weslin Concrete, Inc. in the amount of \$59,859.04 and approval of budget adjustment.

COST TO CITY:

\$59,859.

Cost of this Request

\$ 0

Category/Project Budget

Parks Improvement

Category/Project Name

0250-9250-5814-00

Account Number

\$ 0

Funds Used To Date

Program Name

98095

Project Number

\$ 0

Remaining Balance

HMR

Fund

BUDGET REVIEW:

Budgeted Item

Budget Adjustment Attached

Stephens 11/2/98

Budget Coordinator

Harold D. Cross

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn J. Cramer

Accounting Manager

11-2-98

Date

ADA Coordinator

Date

[Signature]

City Attorney

11-2-98

Date

Internal Auditor

Date

[Signature]

Purchasing Officer

11-4-98

Date

STAFF RECOMMENDATION:

Approval of bid award.

Connie Edmonston

Division Head

10-30-98

Date

Cross Reference

Harold D. Cross

Department Director

11/4/98

Date

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

Harold D. Cross

Administrative Services Director

4 NOV 98

Date

Prev Ord/Res #: _____

Mayor

Date

Orig Contract Date: _____

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU Charles Venable, Public Work Director

FROM: *C.E.*
Connie Edmonston, Parks & Recreation Superintendent

DATE: October 30, 1998

SUBJECT: Award of Walker Park Playground Bid #98-97

The Parks and Recreation Division requests your acceptance to award the Walker Park playground bid to John Westlin Concrete, Incorporated in the amount of \$59,859.04. This project is also partially funded by the Arkansas State Parks Outdoor Recreation Grants Program in the amount of \$30,000 in addition to the funds in the Parks CIP.

The project will consist of purchase and installation of four swings, three recycled polyethylene benches, and a playground structure consisting of eight decks with two peak roofs, two slides, circular horizontal ladder, loop arch, a transfer station, sound chime panel, and pour-in place surfacing underneath the playground equipment. The pour-in-place surfacing is very expensive, but extremely durable and safe in providing the required shock absorbency. The surfacing installation and product constitutes forty-three percent of the cost of this project. It is a seamless recycled rubberized safety zone. We have used pour-in-place underneath the playground equipment at Happy Hollow School Park and it has proven to be very satisfactory by school faculty, children, and our maintenance staff. Parks maintenance staff will remove the existing playground apparatus that does not meet safety and ADA standards. A sidewalk from the parking lot to the new playground will be installed to meet ADA regulations.

Three bids were received. After thoroughly reviewing the bids to determine if they meet specifications, we recommend Westlin Concrete be awarded the bid. The two lower bids did not meet bid specifications as justified below. Westlin Concrete is utilizing Landscape Structures park equipment, which offers very reputable park facilities. Park staff has reviewed the bids and always want the best price, however, contractors must meet all specifications in the bid. Playground manufacturers have their own speciality items and often times substitutes are not acceptable. For grant purposes, Arkansas State Parks were required to review the bids since the low bid was not recommended. They concurred with our recommendation that the two low bids did not meet specifications and to award the bid to Westlin Concrete.

I will be attending the City Council agenda session and meeting should you have any questions, or you may call me at 444-3473.

Review of Midland Construction - Park Structure - \$51,900.

- ◆ Horizontal climber is not a complete circle
- ◆ Single wave slide instead of a double wave slide
- ◆ Substituted driving panel for the sound chime panel specified
- ◆ Powder coating not a 6 stage pretreatment system
- ◆ No tendertuff coating on all metal parts. This coating makes the metal not hot to touch.
- ◆ Steel round posts instead of square aluminum
- ◆ Roof composition is different than specified
- ◆ Panel vertical ladder is different
- ◆ Spiral slide is in four pieces instead of two pieces
- ◆ Liability Insurance is \$2,000,000 instead of \$5,000,000
- ◆ The pour-in-place only had a 2 year warranty and then pro-rated, whereas we specified Surface America with a 5 year warranty.
- ◆ Did not submit all necessary documentation for specifications as stipulated
- ◆ Bench slats are 3 for back and 3 for seat, whereas specified 2 back and 4 seat slats

Review of TNT Construction - Diversified Recreation - \$54,552.

- ◆ Steel round posts instead of square aluminum
- ◆ Roof composition is different than specified
- ◆ Double slide instead of a double wave slide
- ◆ Substituted finger maze for the sound chime panel specified
- ◆ 64 inch spiral slide instead of the 72 inch spiral slide
- ◆ No tendertuff coating on all metal parts. This coating makes the metal not hot to touch.
- ◆ 13 gauge steel decks instead of 12 gauge steel
- ◆ Loop arch is different. It is enclosed around the climber.
- ◆ 3 year warranty on defects and workmanship instead of 5 years
- ◆ Swing set: posts are straight, not arched
- ◆ Bench slats are 3 for back and 3 for seat, whereas specified 2 back and 4 seat slats

Review of John Westlin Concrete, Inc - Landscape Structures, Inc. - \$59,859.04.

- ◆ All specifications were met. In the bid, Landscape Structures, Inc. products were specified.

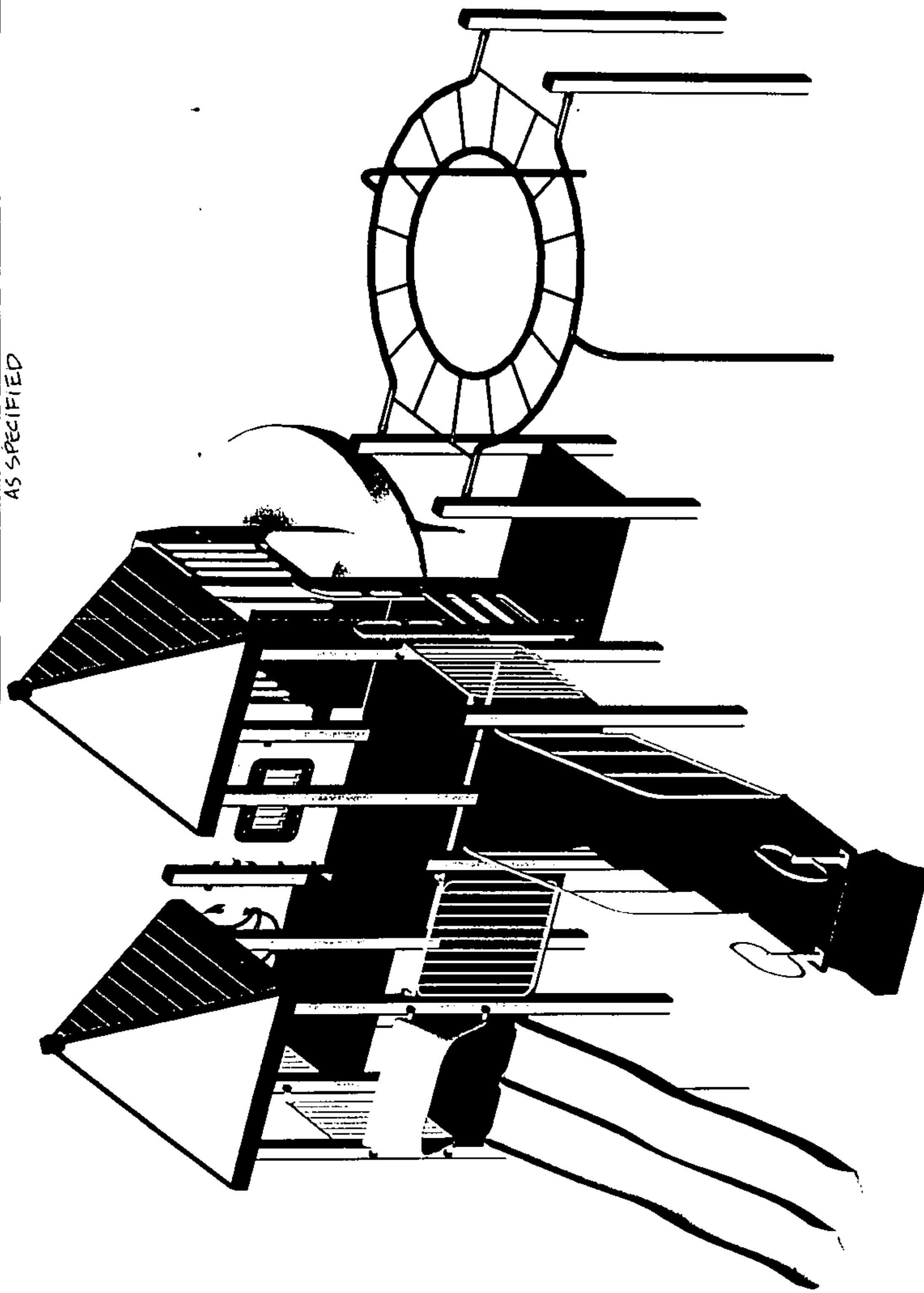
Attachments:
Playground design
Bid tabulation

(Walkerbid)

BID 98-97

I.D.4

SECH - 2-BAY SWING
AS SPECIFIED



**LANDSCAPE
STRUCTURES INC**

1266140



**WALKER PARK
FAYETTEVILLE, AR**

DATE:
9-30-98

DRAWN BY:
GDW

Arkoma
Playgrounds & Supply, LLC

FAYETTEVILLE. AR

ARKOMA PLAYGROUNDS

STUART Y THOMPSON

MINI PLAY AREA & EQUIPMENT IS
DESIGNED FOR AGES 3-12 YEARS

THE DESIGN OF THE EQUIPMENT ON THIS PLAN IS CERTIFIED & VALIDATED TO BE IN CONFORMANCE WITH THE AMERICAN SOCIETY FOR TESTING & MATERIALS (ASTM) F1007 STANDARDS FOR PUBLIC SAFETY

IT IS THE MANUFACTURING COMMUNITY THAT THE PLAYSTATION CONFORMS TO NECESSARY REQUIREMENTS OF THE ADA (AMERICANS WITH DISABILITIES ACT)

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US PRIOR TO CONSTRUCTION. DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY, EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED. UNLIMITED, AS RESULTED IN THE FINAL DESIGN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE OF AT LEAST THE HEIGHT OF THE HIGHEST ACCESSIBLE PART/TALL HEIGHT OF THE ADJACENT EQUIPMENT (NET CONSUMER PRODUCT SAFETY COMMISSION (CPSC) GUIDELINES SECTION 19 SURFACING)

PLAYVENTURE

DRAWING /

1266140

9/29/98 05:30 AM

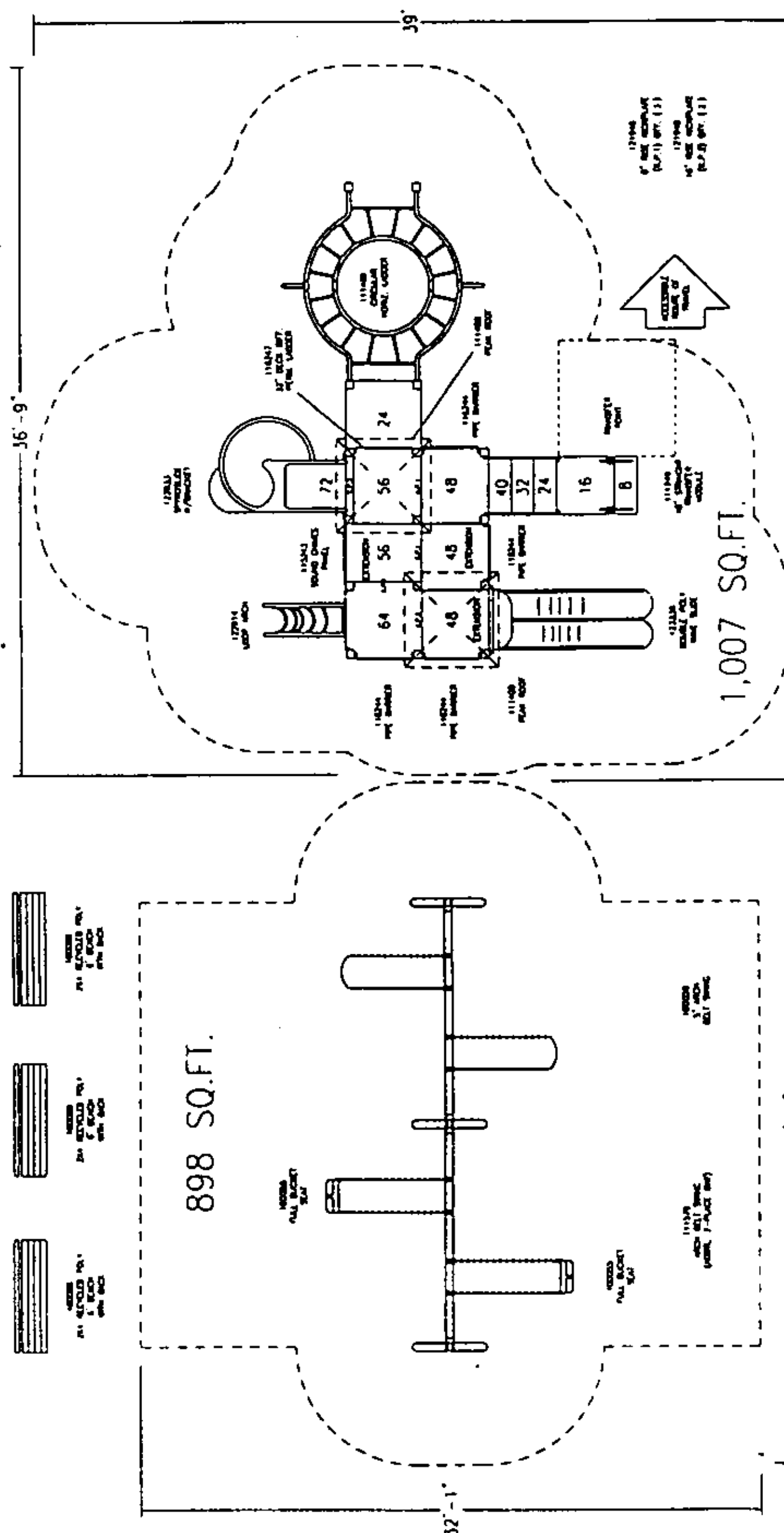
**LANDSCAPE
STRUCTURES INC.**

We Make Exceptional Fun!

BSI 3000 01 - 11/2005 12/2005 44 105

BETTS & SONS LIMITED
80-94 MILLERS LANE

064 1-800-378-0035 FAX 1-517-977-6091



(S) = True

BID: 98-87
DATE: 10/19/98
TIME: 2:00 PM
CITY OF FAYETTEVILLE

DESCRIPTION: PLAYGROUND EQUIP & SITE FURNISHINGS

BIDDER	ITEM #	NO BID
HUNTER KNEPSHIELD		
MIDLAND CONSTRUCTION		\$61,000.00
TNT CONSTRUCTION		\$54,562.00
WESTLIN CONCRETE		\$59,859.04

Certified Funds Allocated
\$60,000.00

Certified by P Vice P Vice Purch Mgr
Witness B Williams 10/19/98 Date

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

**BID 98-97
I.D.7**

Budget Year 1998	Department: Public Works Division: Parks & Recreation Program:	Date Requested 11/02/98	Adjustment #
----------------------------	---	-----------------------------------	---------------------

Project or Item Requested: Recognize grant funding and green space funds to establish project #98095, Walker Park Playground Equipment Replacement.	Project or Item Deleted: None. Grant funding and reallocation of Green Space funds are proposed for this adjustment.
---	--

Justification of this Increase: Recognition of grant funding and utilization of existing green space funds is proposed for this adjustment.	Justification of this Decrease: Recognize grant funding from Arkansas State Parks and approve a reallocation of green space funds. The green space funds were originally scheduled for another project, however, the original project will not utilize the programmed funding prior to the end of 1998. Green space funds with a lapse date after 1998 will be utilized for the Walker Park Parking Lot project.
---	--

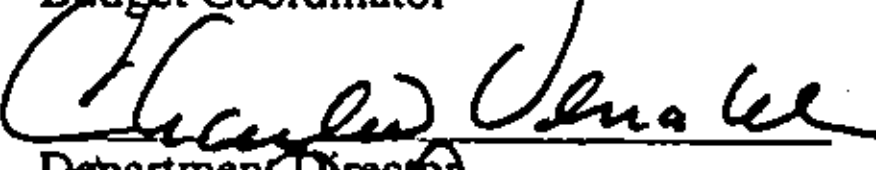
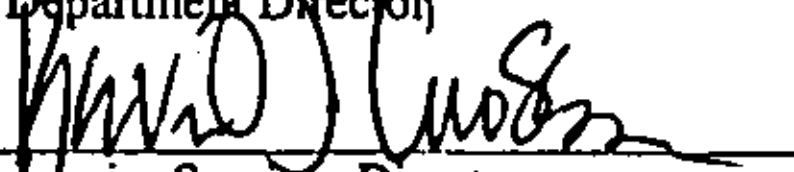
Increase Expense (Decrease Revenue)

Account Name	Amount	Account Number	Project Number
Parks Improvements	59,975	2250 9250 5806 00	98095 1

Decrease Expense (Increase Revenue)

Account Name	Amount	Account Number	Project Number
State Grants	30,000	2250 0925 4302 00	
Green Space	29,975	1010 1505 03	

Approval Signatures

Requested By 	Date 11/2/98
Budget Coordinator 	Date 11/7/98
Department Director 	Date 4 NOV 98
Admin. Services Director	Date
Mayor	Date

Budget Office Use Only

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

STAFF REVIEW FORM

SOFTBALL COMPLX
I.E.1

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of November 17, 1998

FROM:

<u>Connie Edmonston</u>	<u>Parks & Recreation</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED: Approval of a contract for design, construction, & supervision on PH3 of the girls softball complex near Holcomb School. The architectural costs are \$15,750 plus an amount not to exceed \$3,000 for reimbursable expenses for a total of \$18,750 with Perry Butcher & Assoc.

COST TO CITY:

<u>\$18,750</u>	<u>\$ 710,448</u>	<u>Girls Softball Complex</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>2250-9250-5806-00</u>	<u>\$ 613,571</u>	<u>Park Improvements</u>
Account Number	Funds Used To Date	Program Name
<u>96093</u>	<u>\$ 96,877</u>	<u>HMR/Parks Development</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: X Budgeted Item _____ Budget Adjustment Attached

Steph D... 11/3/98
 Budget Coordinator

Administrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Marilyn Gramer</u>	<u>11-2-98</u>	_____	_____
Accounting Manager	Date	ADA Coordinator	Date
<u>[Signature]</u>	<u>11-2-98</u>	<u>Yolanda Fields</u>	<u>11-2-98</u> ✓
City Attorney	Date	Internal Auditor	Date
<u>[Signature]</u>	<u>11-2-98</u>		
Purchasing Officer	Date		

STAFF RECOMMENDATION:

Approval of this Contract for Phase III

<u>Connie Edmonston</u>	_____
Division Head	Date
<u>[Signature]</u>	<u>11/3/98</u>
Department Director	Date
<u>[Signature]</u>	<u>3 Nov 98</u>
Administrative Services Director	Date
_____	_____
Mayor	Date

Cross Reference

New Item: Yes No

Prev Ord/Res #: _____

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fred Hanna, Mayor

Thru: Charlie Venable, Public Works Director
CE Connie Edmonston, Parks & Recreation Superintendent

From: *KJR* Kim J. Rogers, Parks & Recreation Administrative/Operations Asst.

Re: Contract for design, construction, and supervision of Phase III Girls Softball Complex in the amount of \$15,750

Date: October 29, 1998

The Parks & Recreation Division requests approval of a contract with Perry Butcher & Associates for the design, supervision and construction of the restroom/concession stand, utility building, bleachers, planting bermuda sprigs, landscaping, transformer fencing, entry walk, project sign, concourse, concourse and field lighting on Phase III of the Girls Softball Complex near Holcomb Elementary School. The architectural costs are \$15,750 plus an amount not to exceed \$3,000 for reimbursable expenses for a total of \$18,750.

The budgeted amount for Phase III is \$552,000 plus unencumbered monies from Phase I and Phase II.

AIA DOCUMENT B141-1997

**Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services**

AGREEMENT made as of the _____ day of _____
in the year _____
(In words, indicate day, month and year)

day of

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

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

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE
PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND

OTHER SPECIAL TERMS

AND CONDITIONS

1.5 COMPENSATION

and the Architect:

(Name, address and other information)

Perry L. Butcher & Associates, Architects, Ltd.
116 West Walnut Street
Rogers, Arkansas 72756

For the following Project:

(Include detailed description of Project)

Crystal Springs Softball Field - Phase III
Salem Road
Fayetteville, Arkansas

See Exhibit "A" for a detailed description of Project.



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The Owner and Architect agree as follows.

The American Institute
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Washington, D.C. 20006-5292

ARTICLE 1.1 INITIAL INFORMATION

1.1.1 This Agreement is based on the following information and assumptions.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

1.1.2 PROJECT PARAMETERS

1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Softball Complex.

1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

See Exhibit "A".

1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

See Exhibit "A".

1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

Refer to drawing C1, dated 1-16-98, of the Phase II contract set.

1.1.2.5 The financial parameters are as follows.

1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: \$717,250.00

2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$701,500.00

1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

To be determined later by mutual agreement.

1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive bid.

1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

Spill light on adjacent developments must meet city standards.



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1.1.3 PROJECT TEAM

1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Kim Rogers, Project Manager, City of Fayetteville Department of Parks & Recreation.
113 West Mountain Street
Fayetteville, Arkansas 72701

1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Connie Edmonston, Director, City of Fayetteville Department of Parks & Recreation.
113 West Mountain Street
Fayetteville, Arkansas 72701

1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

James L. Trimble, A.I.A.
Perry L. Butcher & Associates, Architects, Ltd.
116 W. Walnut Street
Rogers, AR 72756

1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)
To be determined later by mutual agreement.

1.1.4 Other important initial information is:

1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Paragraph 1.3.3.



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ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

1.2.2 OWNER

1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

1.2.2.3 The Owner's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Paragraph 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

1.2.3 ARCHITECT

1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Subparagraph 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.



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1.2.3.3 The Architect's Designated Representative identified in Paragraph 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

ARTICLE 1.3 TERMS AND CONDITIONS

1.3.1 COST OF THE WORK

1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

1.3.2 INSTRUMENTS OF SERVICE

1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall



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obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

1.3.2.3 Except for the licenses granted in Subparagraph 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Subparagraph 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

1.3.3 CHANGE IN SERVICES

1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Subparagraph 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Paragraph 1.5.2, and to any Reimbursable Expenses described in Subparagraph 1.3.9.2 and Paragraph 1.5.5.

1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

- 1 change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
- 2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;



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- 3 decisions of the Owner not rendered in a timely manner;
- 4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
- 5 failure of performance on the part of the Owner or the Owner's consultants or contractors;
- 6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
- 7 change in the information contained in Article 1.1.

1.3.4 MEDIATION

1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

1.3.5 ARBITRATION

1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 1.3.4.

1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

1.3.5.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

1.3.5.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim.



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dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

1.3.5.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 1.3.8.

1.3.7 MISCELLANEOUS PROVISIONS

1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Paragraph 1.4.2.

1.3.7.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.3.7.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

1.3.7.4 To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.



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1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

1.3.8 TERMINATION OR SUSPENSION

1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Subparagraph 1.3.8.7.

1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.



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SOFTBALL COMPLX

I.E.12

13.9 PAYMENTS TO THE ARCHITECT

13.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

Payments shall be made at the Owners next regularly scheduled purchase order processing period.

13.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

1. transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
2. fees paid for securing approval of authorities having jurisdiction over the Project;
3. reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
4. expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
5. renderings, models and mock-ups requested by the Owner;
6. expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
7. reimbursable expenses as designated in Paragraph 1.5.5;
8. other similar direct Project-related expenditures.

13.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

Not to exceed \$3,000.00.

13.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

(List other documents, if any, delineating Architect's scope of services.)

1.4.1.3 Other documents as follows:

(List other documents, if any, forming part of the Agreement.)



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AIA DOCUMENT B141-1997
STANDARD FORM
AGREEMENT

The American Institute
of Architects
1735 New York Avenue, N.W.
Washington, D.C. 20006-5292

1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

- * Changes in design and change orders are to be completed for signature within 21 days of City of Fayetteville staff request.
- * The Architect shall begin to work under this agreement within 10 days of Notice to Proceed and shall complete the construction documents to be advertised within 45 calendar days.

ARTICLE 1.5 COMPENSATION

1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

a.	Bid Documents - Lump Sum	\$ 8,000
b.	Bidding & Negotiation - Lump Sum	\$ 1,750
c.	Contract Administration - Lump Sum	\$ 6,000
	Total Lump Sum	\$ 15,750

1.5.2 If the services of the Architect are changed as described in Subparagraph 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 1.5.2, in an equitable manner.

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

See exhibit: "B" for details.

1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of one point zero (1.0) times the amounts billed to the Architect for such services.

1.5.4 For Reimbursable Expenses as described in Subparagraph 1.3.9.2, and any other items included in Paragraph 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one point zero (1.0) times the expenses incurred by the Architect, and the Architect's employees and consultants.

Not to exceed \$3,000.00.

1.5.5 Other Reimbursable Expenses, if any, are as follows:



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1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

1.5.7 An initial payment of zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

1.5.8 Payments are due and payable *see note below () days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

Zero percent (0%) interest.

* At the Owner's next regularly scheduled purchase order processing period.

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

1.5.9 If the services covered by this Agreement have not been completed within six (6) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Paragraph 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)


ARCHITECT (Signature)

Fred Hanna, Mayor
City of Fayetteville
Department of Parks & Recreation
(Printed name and title)

John T. Mack, Principal
Perry L. Butcher & Associates, Architects, Ltd.
(Printed name and title)

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AGREEMENT

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Washington, D.C. 20006-5292

EXHIBIT "A"

CRYSTAL SPRINGS SOFTBALL FIELDS
PHASE III
Fayetteville, Arkansas

1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

This agreement covers Phase III of the project, which includes construction documents for: toilet/ concession building (design per 9/11/98 PBA floor plan drawing. The exterior is to include standing seam metal roof, CMU walls and aluminum or vinyl soffits. Interior to be conditioned for year around use.), field lighting systems, concourse lighting, bleachers, scorekeepers huts, concourse paving, 14' x 20' maintenance building, chain link transformer enclosure, landscaping, plant Bermuda sprigging at outfields of all four fields, project sign. and entry walk.

END OF EXHIBIT "A"

Professional Services Rate Sheet

<u>Architectural</u>	<u>Name</u>	<u>cost / hr</u>
	Principal Architect	\$80
	Associate Architect	\$75
	Sr. Staff Architect	\$65
	Staff Architect	\$60
	Program Manager	\$70
	Department Manager	\$60
	Sr. Project Manager	\$55
	Project Manager	\$45
	Sr. CAD Operator	\$55
	CAD Operator #2	\$45
	CAD Operator #1	\$35
	Project Observer	\$40
	Sr. Draftsman	\$40
	Draftsman	\$25
	Technical Manager	\$34
	Technical	\$19
<u>Mechanical / Electrical</u>		<u>cost / hr</u>
	Senior Engineer	\$75
	Design Coordinator	\$70
	Senior Designer	\$65
	Designer II	\$55
	Designer I	\$40
	Senior CAD or Draftsman	\$50
	CAD II or Draftsman II	\$40
	CAD I or Draftsman I	\$35
	CAD Apprentice or Secretary	\$25
<u>Structural</u>		<u>cost / hr</u>
	Principal Engineer	\$95
	Engineer II	\$75
	Engineer I	\$65
	Intern Engineer	\$55
	CAD Tech II	\$50
	CAD Tech I	\$40
	Clerical	\$30

STAFF REVIEW FORM

X AGENDA REQUEST
 _____ CONTRACT REVIEW
 _____ GRANT REVIEW

For the Fayetteville City Council meeting of November 17, 1998.

FROM:

<u>Connie Edmonston</u>	<u>Parks & Recreation</u>	<u>Public Works</u>
Name	Division	Department

ACTION REQUIRED: Approval of Wilson Park castle renovations project, bid #98-90 to Heckathorn Construction in the amount of \$51,226, project contingency and budget adjustment.

COST TO CITY:

<u>\$51,226</u>	<u>\$29,850</u>	<u>Parks Improvement</u>
Cost of this Request	Category/Project Budget	Category/Project Name
<u>2250-9250-5806-00</u>	<u>\$6,236</u>	
Account Number	Funds Used To Date	Program Name
<u>96094</u>	<u>\$23,614</u>	<u>HMR</u>
Project Number	Remaining Balance	Fund

BUDGET REVIEW: _____ Budgeted Item xx Budget Adjustment Attached

<u>Budget Coordinator</u>	<u>Administrative Services Director</u>
---------------------------	---

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY: _____

<u>Accounting Manager</u>	<u>Date</u>	<u>ADA Coordinator</u>	<u>Date</u>
<u>City Attorney</u>	<u>Date</u>	<u>Internal Auditor</u>	<u>Date</u>
<u>Purchasing Officer</u>	<u>Date</u>		

STAFF RECOMMENDATION:

Approval of bid award, project contingency and budget adjustment

Connie Edmonston
 Division Head

11-4-98
 Date

Cross Reference

Department Director

Date

New Item: Yes No

Administrative Services Director

Date

Prev Ord/Res
 #: _____

Mayor

Date

Orig Contract
 Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: Mayor Hanna and City Council

THRU Charles Venable, Public Work Director

FROM: *C.E.*
Connie Edmonston, Parks & Recreation Superintendent

DATE: November 5, 1998

SUBJECT: Award of Wilson Park Castle Renovation #98-90

The Parks and Recreation requests your acceptance to award the Wilson Park castle renovation project to Heckathorn Construction Company in the amount of \$51,226 plus a contingency of \$5,000 for a total of \$56,226. We recommend both phases be awarded together to one contractor combining the two phases totals to the lowest bid. This renovation project addresses safety, erosion and drainage problems in the castle area. It will eliminate the erosion problem to the east of the castle with construction of a rock wall. Rocks on the existing planters will be secured and the dam will be reinforced to allow for better water circulation in the pond. Additional aggregate walkways will be added to eliminate muddy and standing water areas and for aesthetic purposes. Future phases will include repairs to the bridge, castle, planter boxes and pond gate, and the installation of lighting and pond fountain.

I will be attending the City Council agenda session and meeting should you have any questions, or you may call me at 444-3473.

Attachments:

Contract
 Bid Tabulation
 Site Plan Phase I
 Site Plan Phase II

(Castle)

STAFF REVIEW FORM

☒ AGENDA REQUEST
☒ CONTRACT REVIEW
☐ GRANT REVIEW
☐ ORDINANCE REVIEW

For the Fayetteville City Council meeting of November 17, 1998

FROM:

Emma Badgley
NameAccounting
DivisionAdmin. Services
Department**ACTION REQUIRED:**

Approval of a two year renewal of an agreement with the State Board of Finance for turnback revenues for the Continuing Education Center under the Tourist Meeting and Entertainment Facilities Assistance Act.

COST TO CITY:None300,000State Convention Turnback

Cost of this Request

Category/Project Budget

Category/Project Name

Account Number217,646
Funds Used To Date
ReceivedProgram NameProject Number82,354
Remaining BalanceContinuing Ed Center
Fund**BUDGET REVIEW:**☒ Budgeted Item ☐ Budget Adjustment Attached[Signature]
Budget Coordinator[Signature]
Administrative Services Director**CONTRACT/GRANT/LEASE REVIEW:****GRANTING AGENCY:**Marilyn J. Cramer
Accounting Manager10-29-98
Date

ADA Coordinator

Date

[Signature]
City Attorney10-29-98
DateYolanda Fields
Internal Auditor10-29-98
DateP. Vice
Purchasing Officer10-29-98
Date**STAFF RECOMMENDATION:**

Staff recommends approval.

Marilyn J. Cramer
Division Head10-29-98
DateCross Reference[Signature]
Department Director

Date

New Item:

[Signature]
Administrative Services Director12/01/98
Date

Prev Ord/Res #: _____

[Signature]
Mayor10/29/98
Date

Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

TO: Fred Hanna
Mayor, City of Fayetteville

FROM: Kevin Crosson *KAC*
Administrative Services Director

DATE: October 29, 1998

SUBJECT: **AGENDA ITEM - CEC TURNBACK**

The City of Fayetteville entered into an agreement with the State Board of Finance on July 1, 1983, whereby the City receives financial assistance for the payment of debt service on the Continuing Education Center bonds. This assistance is granted under the "City-County Tourist Meeting and Entertainment Facilities Assistance Law" and returns to the City a portion of the increased State Sales Tax and State Income Tax revenues attributable to the qualifying facility.

The original agreement was for a two year term and is renewable for additional terms, not to exceed two years each, until all the bonds are redeemed and all interest due is paid. The current agreement for consideration is for a period of two years beginning July 1, 1999.

The amount of turnback assistance is limited to eighty percent (80%) of the debt service requirement on the CEC Bonds. The amount received under this agreement will be determined by actual delegate attendance at qualifying meetings and is contingent upon appropriation of funds by the State Legislature.

A G R E E M E N T

This AGREEMENT executed as of the _____ day of _____, 19____, by and between the State Board of Finance, an agency of the State of Arkansas (hereinafter called "State") and the City of Fayetteville, Arkansas, a City of the first class organized and existing pursuant to the laws of the State of Arkansas (hereinafter called "City").

W I T N E S S E T H:

WHEREAS, the State and the City executed an agreement dated July 1, 1983, pursuant to which the City has received financial assistance from the State as authorized by the "City-County Tourist Meeting and Entertainment Facilities Assistance Law," Act 763, Acts of Arkansas of 1977, as amended; and

WHEREAS, a copy of said agreement is attached hereto marked Exhibit "A" and incorporated herein by reference thereto; and

WHEREAS, said agreement provides that the term thereof shall be for two (2) years commencing July 1, 1983, but subject to approval of the General Assembly, will be extended from time to time for additional terms, which additional terms shall not exceed two (2) years; and

WHEREAS, said agreement provides that the City will recertify, at the beginning of each two year term that said agreement is extended, for the State's consideration and determination, the additional State sales and income tax revenues to be

generated by said Tourist Meeting Facilities of the City during the ensuing term all for the purpose of computing the amount of State assistance to be paid the City for said ensuing term.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I. The aforesaid agreement between the State and City dated July 1, 1983, shall be extended for an additional term of two (2) years commencing July 1, 1999.

II. The City certifies to the State that the additional State sales and income tax revenues to be derived from the City's Tourist Meeting Facilities is estimated, projected or found to be \$487,623 for the fiscal year 1999-2000 and \$487,623 for the fiscal year 2000-2001.

III. The State hereby covenants and agrees that it will certify to the State Treasurer the amount of assistance to be paid the City which the State hereby agrees to be the sum of \$296,590 for the fiscal year 1999-2000 and \$297,202 for the fiscal year 2000-2001 and directs the said treasurer to make quarterly payments to said City from the "City-County Tourist Facilities Aid Fund" established pursuant to the provisions of Act 763, Acts of Arkansas of 1977, as amended.

IV. As modified by this agreement, the agreement between the State and the City dated July 1, 1983, shall continue in full force and effect.

This AGREEMENT executed in duplicate originals as of the ____
day of _____, 19____.

STATE BOARD OF FINANCE

By:_____

Title:_____

ATTEST:

By:_____

Title:_____

City OF FAYETTEVILLE, ARKANSAS

By:_____
Mayor

ATTEST:

By:_____
City Clerk

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 1983, by and between the State Board of Finance, an Agency of the State of Arkansas (hereinafter called "State") and the City of Fayetteville, Arkansas, a city of the first class organized and existing pursuant to the laws of the State of Arkansas (hereinafter called "City"):

WITNESSETH

WHEREAS, Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, cited as the "City-County Tourist Meeting and Entertainment Facilities Assistance Law," authorizes financial assistance to qualifying cities and counties for constructing and/or securing tourist and entertainment facilities; and

WHEREAS, the General Assembly, in the enactment of said legislation, found and determined that "it is in the interest of both the State and its Cities and Counties for the State to assist any City or County in financing tourist meeting facilities and tourist entertainment facilities by paying to the City or County a portion of the increased State Sales Tax revenues and State Income Tax revenues attributable thereto as in this Act provided;" and

WHEREAS, the City has constructed in the said City "tourist meeting facilities" being a convention center and has made appropriate application to the State for financial assistance for said facilities all in keeping and conformance with provisions of said legislation; and

WHEREAS, the State, after notice and in keeping with all other provisions of Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, held a public hearing on March 1, 1983 on the City's application and following such public hearing made the following findings and determinations:

(a) That the tourist meeting facilities of and by the City, are eligible facilities and have been financed by the

EXHIBIT "A"
Page 2 of 4

City through the issuance of Four Million and Four Hundred Seventy-Five Thousand and 00/100 (\$4,475,000.00) Dollars in Tourism Revenue Bonds issued by the City under Act No. 380 of the Acts of Arkansas of 1971, as amended; that the financing of such facilities through a combination of the City's bonds and state assistance under Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, is in the best interest of the City and the State and the City's application should be approved.

(b) That the additional State Sales and Income Tax revenues to be derived from the City's tourist meeting facilities is estimated and projected and found to be \$122,278.00 for the fiscal year 1983-1984 and \$179,759.00 for the fiscal year 1984-1985.

(c) That the investment multiplier for computing additional State Sales and Income Tax revenues is fixed at 4x.

(d) That the debt service requirements of the City for the bonds issued to finance these facilities for the years 1982 through 2014 are set forth on page 3 of the City's application for state assistance: a copy of which, marked Exhibit "A", is attached hereto and made a part hereof as though set out herein word for word.

(e) That the State assistance shall be two-thirds (2/3) of the additional State Sales and Income Tax revenues herein estimated and projected to be generated by the facilities annually, but in no case shall such exceed eighty (80%) percent of the annual debt service on the bonds issued to finance the facilities.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

I.

The parties hereto mutually understand and agree that this contract is made and entered into in keeping with and pursuant to authority of Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983.

II.

The State hereby covenants and agrees to pay to the City for debt services as reflected on page 3 of Exhibit "A" attached hereto on the City's bonds hereinabove described issued to finance

the tourist meeting facilities an amount equal to two-thirds (2/3) of the additional State Sales and Income Tax revenues hereinabove estimated and projected to be generated by said tourist facilities as described in the City's application, but not more than eighty (80%) percent of the annual debt service requirements of said bonds.

III.

The State hereby covenants and agrees that it will certify to the State Treasurer the amount of assistance to be paid the City which the State hereby agrees to be the sum of \$81,519.00 for the fiscal year 1983-1984 and the sum of \$119,839.00 for fiscal year 1984-1985 and directs the said Treasurer to make quarterly payments to said City from the "City-Counties Tourist Facilities Aid Fund" established pursuant to the provisions of Act 763, Acts of Arkansas of 1971, as amended, including Act 356, Acts of Arkansas, 1983. It is understood by the parties that the City will recertify, at the beginning of each two year term that this Agreement is extended, if any, for the State's consideration and determination, the additional State sales and income tax revenues to be generated by said tourist meeting facilities of the City during the ensuing term all for the purpose of computing the amount of state assistance to be paid the City for said ensuing term.

IV.

Payment of such assistance funds by the State shall be made to the Trustee designated by the holder of the City's bonds (First Bank & Trust Company of Mountain Home, Arkansas or its successor) and said Trustee shall apply all such funds received from said City-County Tourist Facilities Aid Fund to the payment of or redemption of said bonds of the City and to the payment of interest thereon. City covenants that any remaining funds received from the State after retirement of said bonds shall be returned forthwith to the State Treasurer.

EXHIBIT "A"
Page 4 of 4

V.

Payment of assistance funds as provided for herein is subject to approval by and appropriation of the General Assembly of the State of Arkansas and nothing herein contained shall be construed to be a demand of the General Assembly to make any appropriation pursuant to Act 763, Acts of Arkansas of 1977, as amended, including Act 356, Acts of Arkansas, 1983, or to prohibit the General Assembly from amending or repealing the said Act at any time.

VI.

The term of this Agreement shall be for two (2) years commencing July 1, 1983, but subject to approval of the General Assembly, will be extended from time-to-time for additional terms, which additional terms shall not exceed two (2) years.

This Agreement may be executed in duplicate of counterparts, each of which when so executed and delivered shall constitute an original, but all of which together shall constitute one and the same Agreement.

THIS AGREEMENT executed in duplicate originals this 1st day of July, 1983.

STATE BOARD OF FINANCE

By: Burt C. ...

ATTEST:

CITY OF FAYETTEVILLE, ARKANSAS

By: Paul K. ...

ATTEST:

Mary E. ...
City Clerk

TURNBACK REVENUE
I.G.10

City of Fayetteville, Arkansas
Estimated tax revenues generated by and
maximum allowable turnback assistance for
The City of Fayetteville Continuing Education Center
For Fiscal Years July 1, 1999 – June 30, 2000 and
July 1, 2000 – June 30, 2001

\\C:\tbc\cal

CALCULATION:

Estimated number of delegates per year	6,345
Estimated spending per delegate per day	184.13
	1,168,305
Average number of days per delegate	2.034
	2,376,332
Multiplier	4
	9,505,328
Tax factor	0.0513
Estimated tax revenues per year	487,623
Estimated tax revenues per year	487,623
Allowable turnback per original contract	66.60%
Allowable turnback assistance per year for 1999–2000 and 2000–2001	324,757

TURNBACK LIMIT:

Debt service requirements on City of Fayetteville Continuing Education Center Bonds – 7/01/1999–6/30/2000 Limit per original contract	370,738 80.00%
Limit on turnback assistance for 1999–2000	296,590
Debt service requirements on City of Fayetteville Continuing Education Center Bonds – 7/01/2000–6/30/2001 Limit per original contract	371,503 80.00%
Limit on turnback assistance for 2000 – 2001	297,202

City of Fayetteville, Arkansas
Estimated tax revenues generated by and
maximum allowable turnback assistance for
The City of Fayetteville Continuing Education Center
For Fiscal Years July 1, 1999 – June 30, 2000 and
July 1, 2000 – June 30, 2001

CALCULATION BASES:

Estimated number of convention delegates per year—
Based on actual delegate for the period of
07/01/97 – 06/30/98

6,345

Estimated spending per delegate per day – Based on a
a 1996 survey conducted by the International Association
of Convention and Visitor Bureaus.

200.58

Adjusted by Cost of Living Index for
Fayetteville–Springdale Area produced by
the American Chamber of Commerce
Researchers Association – 2nd quarter, 1997.

91.80%

184.13

Average number of days per delegate – Based on
actual delegate days 7/01/97 – 6/30/98 of 12,904
divided by number of delegates of 6,345

2.034

Multiplier *

4

Tax factor *

.0513

* Source – State Board of Finance
Policies and Procedures
October 25, 1996

**TURNBACK REVENUE
I.G.12**

**CITY OF FAYETTEVILLE, ARKANSAS
CONVENTION CENTER DELEGATE & TURNBACK INFORMATION**

<u>Date Year/Quarter</u>	<u># Delegate Days</u>	<u># of Delegates</u>	<u>Turnback Funds</u>
1984/1st	3,348	2,701	\$ 61,190.66
2nd	9,177	5,529	125,258.48
3rd	2,571	1,909	43,248.05
4th	1,381	472	10,693.07
	<u>16,477</u>	<u>10,611</u>	<u>240,390.26</u>
1985/1st	721	342	7,747.94
2nd	4,293	2,042	46,261.14
3rd	5,113	2,695	61,054.73
4th	2,226	1,482	33,574.44
	<u>12,353</u>	<u>6,561</u>	<u>148,638.25</u>
1986/1st	3,659	1,291	29,247.37
2nd	8,949	3,498	79,246.55
3rd	5,542	1,685	38,173.37
4th	3,295	875	19,822.96
	<u>21,445</u>	<u>7,349</u>	<u>166,490.25</u>
1987/1st	3,781	1,755	39,759.20
2nd	8,148	2,631	59,604.82
3rd	5,784	1,616	36,610.19
4th	2,866	694	15,722.44
	<u>20,579</u>	<u>6,696</u>	<u>151,696.65</u>
1988/1st	4,945	1,793	40,620.10
2nd	14,984	5,196	117,714.44
3rd	5,531	1,061	24,036.76
4th	3,912	1,038	23,515.70
	<u>29,372</u>	<u>9,088</u>	<u>205,887.00</u>
1989/1st	5,423	3,137	71,068.16
2nd	10,925	3,664	83,007.25
3rd	10,779	2,331	52,808.38
4th	1,997	519	11,757.85
	<u>29,124</u>	<u>9,651</u>	<u>218,641.64</u>
1990/1st	2,355	1,003	22,722.78
2nd	10,235	2,789	63,184.29
3rd	2,773	857	42,807.59
4th	6,433	3,643	99,308.05
	<u>21,796</u>	<u>8,292</u>	<u>228,022.71</u>

CITY OF FAYETTEVILLE, ARKANSAS
CONVENTION CENTER DELEGATE & TURNBACK INFORMATION

Date Year/Quarter	# Delegate Days	# of Delegates	Turnback Funds
1991/1st	3,884	2,209	59,958.41
2nd	8,441	2,723	130,306.11
3rd	1,630	599	25,162.77
4th	1,500	705	23,155.92
	<u>15,455</u>	<u>6,236</u>	\$ <u>238,583.21</u>
1992/1st	1,014	910	15,653.40
2nd	9,834	1,950	151,810.25
3rd	8,047	2,345	124,223.82
4th	3,137	1,368	48,426.76
	<u>22,032</u>	<u>6,573</u>	\$ <u>340,114.23</u>
1993/1st	1,354	707	20,902.09
2nd	8,041	2,199	124,131.20
3rd	4,219	2,139	78,399.45
4th	2,849	1,194	52,941.47
	<u>16,463</u>	<u>6,239</u>	\$ <u>276,374.21</u>
1994/1st	3,408	2,041	63,329.07
2nd	2,766	1,115	51,399.12
3rd	1,886	796	35,046.55
4th	3,902	1,716	72,508.81
	<u>11,962</u>	<u>5,668</u>	\$ <u>222,283.55</u>
1995/1st	2,547	711	47,329.56
2nd	4,260	2,522	79,161.34
3rd	5,357	1,915	121,635.13
4th	4,878	1,870	110,759.04
	<u>17,042</u>	<u>7,018</u>	\$ <u>358,885.07</u>
1996/1st	1,023	729	23,228.07
2nd	2,611	841	56,793.76
3rd	3,198	805	72,613.25
4th	1,239	916	28,132.53
	<u>8,071</u>	<u>3,291</u>	\$ <u>180,767.61</u>
1997/1st	650	425	14,758.79
2nd	4,535	2,610	102,862.83
3rd	4,230	2,252	95,944.83
4th	2,527	1,472	57,317.39
	<u>11,942</u>	<u>6,759</u>	\$ <u>270,883.84</u>
1998/1st	1,926	806	40,612.95
2nd	4,221	1,815	95,740.68
3rd	3,584	1,221	81,292.26
4th			
	<u>9,731</u>	<u>3,842</u>	\$ <u>217,645.89</u>

The CEC Bonds are scheduled to be paid off October 1, 2004

IACVB CONVENTION INCOME SUI
Updated Results -- 1996

Post-It* Fax Note	7671	Date	10-16	# of pages	3
To	Emma	From	Mary Tack		
Co./Dept.		Co.	IACVB		
Phone #		Phone #			
Fax #	501-575-8273	Fax #			

ALL CONVENTIONS

Schedule A

Spending Generated PER EVENT

1993 1994 1995 1996

Travel Price Index (TPI)*

2.40% 2.90% 3.80%

Delegate Spending
Assn. Spending Per Delegate
Total Spending\$638.20 \$653.52 \$672.47 \$698.02
\$56.81 \$58.17 \$59.86 \$62.14
\$695.01 \$711.69 \$732.33 \$760.16

Exhibitor Spending Per Delegate

\$146.73 \$150.25 \$154.61 \$160.48

Exhibitor Spending Per Exhibitor

\$2,504.49 \$2,564.60 \$2,638.97 \$2,739.25

Breakdown of Delegate Spending:

Hotel Rooms

\$294.16 \$301.22 \$309.96 \$321.73

Hotel Restaurants

\$77.25 \$79.10 \$81.40 \$84.49

Other Restaurants

\$78.53 \$80.41 \$82.75 \$85.89

Hospitality Suites

\$21.11 \$21.62 \$22.24 \$23.09

Admission to Shows

\$10.97 \$11.23 \$11.56 \$12.00

Recreation

\$5.00 \$5.12 \$5.27 \$5.47

Sporting Events

\$2.49 \$2.55 \$2.62 \$2.72

Sightseeing

\$9.63 \$9.86 \$10.15 \$10.53

Retail Stores

\$82.69 \$84.67 \$87.13 \$90.44

Local Transport

\$12.31 \$12.61 \$12.97 \$13.46

Auto Rental

\$16.66 \$17.06 \$17.55 \$18.22

Gasoline

\$9.19 \$9.41 \$9.68 \$10.05

Other

\$18.21 \$18.65 \$19.19 \$19.92

TOTAL

\$638.20 \$653.52 \$672.47 \$698.02

Days per delegate = 3.48; Days per exhibitor = 3.02

* TPI source = Travel Industry Association of America

Source: International Association of Convention and Visitor Bureaus, revised August 1997

Spending Generated PER DAY

1993 1994 1995 1996

2.40% 2.90% 3.80%

\$183.39 \$187.79 \$193.24 \$200.58
\$16.32 \$16.71 \$17.20 \$17.85
\$199.71 \$204.50 \$210.43 \$218.43

\$42.16 \$43.17 \$44.42 \$46.11

\$829.30 \$849.20 \$873.83 \$907.04

\$84.53 \$86.56 \$89.07 \$92.45

\$22.20 \$22.73 \$23.39 \$24.28

\$22.57 \$23.11 \$23.78 \$24.69

\$6.07 \$6.22 \$6.40 \$6.64

\$3.15 \$3.23 \$3.32 \$3.45

\$1.44 \$1.47 \$1.52 \$1.57

\$0.72 \$0.74 \$0.76 \$0.79

\$2.77 \$2.84 \$2.92 \$3.03

\$23.76 \$24.33 \$25.04 \$25.99

\$3.54 \$3.62 \$3.73 \$3.87

\$4.79 \$4.90 \$5.05 \$5.24

\$2.64 \$2.70 \$2.78 \$2.89

\$5.21 \$5.34 \$5.49 \$5.70

\$183.39 \$187.79 \$193.24 \$200.58

COMPONENT INDEX WEIGHTS
MSA/PMSA
URBAN AREA AND STATE

100%
COMPOSITE
INDEX

16%
GROCERY
ITEMS

28%
HOUSING

8%
UTILITIES

10%
TRANS-
PORTATION

5%
HEALTH CARE

33%
MISC. GOODS
AND SERVICES

Anniston AL MSA
Anniston/Calhoun County AL
Birmingham AL MSA
Birmingham AL MSA
Decatur AL MSA
Decatur-Hartselle AL
Gadsden AL MSA
Gadsden AL
Mobile AL MSA
Mobile AL
Montgomery AL MSA
Montgomery AL
Nonmetropolitan Areas
Cullman County AL
Marshall County AL

Anchorage AK MSA
Anchorage AK
Nonmetropolitan Areas
Fairbanks AK
Juneau AK
Kodiak AK

Flagstaff AZ-UT MSA
Flagstaff AZ
Las Vegas NV-AZ MSA
Lake Havasu City AZ
Phoenix-Mesa AZ MSA
Phoenix AZ
Scottsdale AZ
Tucson AZ MSA
Tucson AZ
Yuma AZ
Yuma AZ
Nonmetropolitan Areas
Prescott-Prescott Valley AZ

Fayetteville-Springdale-Rogers AR MSA
Fayetteville AR
Jonesboro AR MSA
Jonesboro AR
Nonmetropolitan Areas
Hot Springs AR

Bakersfield CA MSA
Bakersfield CA
Fresno CA MSA
Fresno CA
Los Angeles-Long Beach CA PMSA
Los Angeles-Long Beach CA PMSA

93.1	96.1	89.1	102.6	93.6	85.5	94.0
98.4	99.2	94.8	98.7	98.6	96.8	101.3
95.1	103.9	87.0	89.2	95.8	92.1	99.5
92.8	101.4	80.7	101.0	88.2	92.1	98.3
95.6	100.1	81.2	104.4	101.0	89.3	103.1
100.9	99.8	96.7	99.8	98.3	94.9	107.0
93.3	98.8	81.6	98.0	93.4	86.9	100.7
91.0	102.4	83.5	90.7	87.0	85.5	93.9
122.6	123.2	130.9	87.4	110.1	172.5	118.0
128.2	124.4	134.2	164.3	118.7	165.6	112.1
136.7	121.9	156.4	150.6	118.1	166.3	123.5
146.9	145.8	154.4	179.3	112.1	160.1	140.2
111.6	109.5	126.4	96.0	118.1	111.7	102.2
94.0	105.5	75.4	93.1	98.2	96.7	102.8
103.7	107.0	98.9	105.7	118.3	112.8	100.2
104.9	106.2	113.3	107.8	110.0	111.9	93.7
98.1	106.6	92.5	104.2	100.9	108.5	94.6
102.5	105.9	81.7	148.7	112.7	115.1	102.3
109.2	107.0	119.4	110.8	104.8	107.9	102.6
91.8	97.1	83.3	83.7	90.5	92.7	98.6
87.8	93.4	79.3	89.9	85.2	85.3	92.9
91.7	101.9	72.6	125.3	88.2	74.0	99.0
101.1	108.4	88.3	115.2	112.3	108.8	100.5
105.4	110.6	97.0	112.7	118.7	116.5	102.5
115.9	109.5	124.6	115.4	109.8	123.8	111.9

TURNBACK REVEN
I.G.15

CITY OF FAYETTEVILLE, ARKANSAS
SUMMARY OF BONDED INDEBTEDNESS
As of December 31, 1995

HOTEL AND RESTAURANT GROSS RECEIPTS TAX REFUNDING BONDS,
SERIES, 1995

Year	Interest Rate	Principal October 1	Interest		Total
			April 1	October 1	
1996	4.250%	245,000	77,042	66,036	388,078
1997	4.500%	255,000	60,830	60,830	376,660
1998	4.750%	265,000	55,093	55,092	375,185
1999	4.900%	280,000	48,799	48,799	377,598
2000	5.000%	295,000	41,939	41,939	378,878
2001	5.100%	310,000	34,564	34,564	379,128
2002	5.150%	325,000	26,659	26,659	378,318
2003	5.200%	340,000	18,290	18,290	376,580
2004	5.250%	360,000	9,450	9,450	378,900
		\$2,675,000	\$372,666	\$361,659	\$3,409,325
=====					

STAFF REVIEW FORM

xx Agenda Request
____ Contract Review
____ Grant Review

FOR THE FAYETTEVILLE CITY COUNCIL MEETING OF November 17, 1998

FROM:

Don Bailey Personnel Admin. Services
Name Division Department

ACTION REQUESTED:

Renewal of BCBS Group Medical Contract for Policy Year 1-1-99 through 12-31-99.

COST TO THE CITY:

<u>\$ (1) 1,384,674*, (2) 1,314,831**</u>	<u>\$ (1) 1,384,831*, (2) 1,314,831**</u>	<u>Health Insurance</u>
Cost of this request	Category/Project Budget	Category/Project Name
<u>Health Insurance</u>	<u>0</u>	<u>Various</u>
Account Number	Funds used to date	Program Name
	<u>(1) 1,384,674, (2) 1,314,831</u>	
Project Number	Remaining Balance	Fund

BUDGET REVIEW:

X Budgeted Item for 1999 Budget Adjustment Attached

Stephane
Budget CoordinatorAdministrative Services Director

CONTRACT/GRANT/LEASE REVIEW:

GRANTING AGENCY:

Marilyn DelChamber 10-30-98
Accounting Manager Date
W. V. V. 11-2-98
City Attorney Date
W. V. V. 11-4-98
Purchasing Officer Date

Yolanda Fields 10-2-98
Internal Auditor Date
ADA Coordinator Date

STAFF RECOMMENDATION:

Recommend Council approve renewal option and at their discretion approve either Option 1* with City paying 100% of increased premium or Option 2** with City and Employees sharing 50/50 the increased premium.

Don Bailey 10-28-98
Division Head Date

W. V. V. 29 OCT 98
Department Director Date
Administrative Services Director Date

Mayor Date

THE CITY OF FAYETTEVILLE, ARKANSAS

TO: Mayor Fred Hanna and the Fayetteville City Council

FROM: Kevin Crosson, Administrative Services Director 
Don Bailey, Personnel Director 

DATE: October 28, 1998

SUBJECT: Group Health Insurance Contract

The contract anniversary for our Blue Cross Blue Shield group health and endorsed dental plans is January 1, 1999. Our current group contract was adopted by the Council 1-1-98. The term of this contract is for one year with four additional one year options for renewal to be exercised annually with the agreement of the City and Blue Cross. Exercising the 1-1-99 renewal is the first of the four one-year options for renewal.

Our plan continues to experience high loss ratios although the trend appears to be down from the abnormally high period of 1995-96. Loss ratios are defined as the ratio of the cost of claims paid to the premium available for payments.

<u>Period</u>	<u>Incurred Loss Ratio</u>
9/95 - 8-96	141%
9/96 - 8/97	98.3%
9/97 - 8/98	96.1%

Blue Cross requires a 10.2% premium increase effective 1-1-99 as a result of the continued unfavorable loss ratio. Utilization has influenced this trend. However, inflation in medical care and drug costs is the principal factor driving costs.

We are not recommending any change in the coverage provisions of our existing group indemnity plan or the endorsed dental plan. There is no change in the current dental employee only premium of \$14.26 or the family premium of \$49.97 per month. The employee pays 100% of the dental premium.

Commencing with the new policy year, a dual choice group medical option is proposed to be made available to employees and their family. Each employee could annually elect coverage in either our current indemnity policy or the lower cost Blue Cross Health Maintenance Organization Arkansas II (HMOA II). A summary sheet which compares and contrasts the features between the two plans and a more detailed look at the HMOA II benefits is attached to this letter.

The Council has historically recognized the value of our group medical plan to employees and has approved increased City funding for several consecutive years. Should it be considered appropriate that employees now contribute to these increases costs we suggest as an alternative a 50/50 split in the premium increase. The remaining amount of the escrow account has been incorporated in the cost allocation schedules attached to offset as much of the increase premium as possible.

The attached cost schedules are titled Option 1, Option 2 and indemnity plan costs. Option 1 lists cost allocations with the City to pay 100% of the increases costs. Option 2 list cost allocations with the City and employees sharing the costs on a 50/50 basis. The indemnity plan costs schedule list the projected actual increase to the City in the right hand column for each option. The City's contribution to both the indemnity plan and the HMOA II plan is equal. Therefore, the City's portion of the total premium will remain constant irrespective of the employee's choice of plans. An additional \$47,000 would need to be allocated to BCBS expense in General Fund should the City Council elect for the City to absorb the increased cost.

Personal health status and the monthly premium savings shown as the medical premium spread on options 1 and 2 schedules should make the HMOA II an attractive choice to a portion of our employees.

- Health Insurance Projections

Funding Source	1999 Funding Allocated For Health Insurance Increase	1999 Projection For Health Insurance Increase	Difference
1010 - General Fund	\$ 111,600	\$ 158,600	\$ (47,000)
2100 - Street Fund	14,000	12,500	1,500
2180 - Community Development	1,600	1,600	0
2250 - Parks Development	700	1,800	(1,100)
5400 - Water & Sewer Fund	29,800	26,500	3,300
5500 - Solid Waste Fund	15,700	15,000	700
5550 - Airport Fund	12,600	4,400	8,200
9700 - Shop Fund	6,000	5,300	700
	\$ 192,000	\$ 225,700	

OPTION 1

1999 RATES: NO PLAN CHANGE

Escrow payments adjusted to utilize remaining balance of \$81,000 @ approximately \$6,666 per month. 1999 escrow to be paid @\$4.00 employee only and \$21.00 family. Employer to pay balance of increased cost.

<u>EMPLOYEE ONLY</u>	<u>(A) INDEMNITY</u>	<u>PREMIUM INCREASE</u>	<u>(B) HMOA II</u>
EMPLOYEE PAID	\$11.06	\$0.00	\$0.00
ESCROW PAID	\$4.00	\$3.89	\$0.00
EMPLOYER PAID	\$155.26	\$11.78	\$137.86
TOTAL MEDICAL	\$170.32	\$15.67/10.1%	\$137.86
DENTAL: EE PAID	\$14.26	NO CHANGE	\$14.26
TOTAL PREMIUM	\$184.58	\$15.67/8.5%	\$152.12

<u>FAMILY</u>	<u>(A) INDEMNITY</u>	<u>PREMIUM INCREASE</u>	<u>(B) HMOA II</u>
EMPLOYEE PAID	\$99.27	\$0.00	\$20.69
ESCROW PAID	\$21.00	\$4.93	\$21.00
EMPLOYER PAID	\$291.96	\$33.01	\$291.96
TOTAL MEDICAL	\$412.23	\$37.94/10.1%	\$333.65
DENTAL: EE PAID	\$49.97	NO CHANGE	\$49.97
TOTAL PREMIUM	\$462.20	\$37.94/8.2%	\$383.62

<u>MED. PREMIUM SPREAD</u>	<u>INDEMNITY</u>	<u>HMOA II</u>	
INDIVIDUAL	\$11.06	\$00.00	= \$11.06
FAMILY	\$99.27	\$20.69	= \$78.58

OPTION 2

1999 RATES: NO PLAN CHANGE

Escrow payments adjusted to utilize remaining balance of \$81,000 @ approximately \$6,666 per month. 1999 escrow to be paid @\$4.00 employee only and \$21.00 family. Employer and employee to share equal amount of increase.

<u>EMPLOYEE ONLY</u>	<u>(A) INDEMNITY</u>	<u>PREMIUM INCREASE</u>	<u>(B) HMOA II</u>
EMPLOYEE PAID	\$16.95	\$5.89	\$0.00
ESCROW PAID	\$4.00	\$3.89	\$0.00
EMPLOYER PAID	\$149.37	\$5.89	\$137.86
TOTAL MEDICAL	\$170.32	\$15.67/10.1%	\$137.86
DENTAL: EE PAID	\$14.26	NO CHANGE	\$14.26
TOTAL PREMIUM	\$184.58	\$15.67/8.5%	\$152.12

<u>FAMILY</u>	<u>(A) INDEMNITY</u>	<u>PREMIUM INCREASE</u>	<u>(B) HMOA II</u>
EMPLOYEE PAID	\$115.77	\$16.50	\$37.19
ESCROW PAID	\$21.00	\$4.93	\$21.00
EMPLOYER PAID	\$275.46	\$16.51	\$275.46
TOTAL MEDICAL	\$412.23	\$37.94/10.1%	\$333.65
DENTAL: EE PAID	\$49.97	NO CHANGE	\$49.97
TOTAL PREMIUM	\$462.20	\$37.94/8.2%	\$383.62

<u>MED. PREMIUM SPREAD</u>	<u>INDEMNITY</u>	<u>HMOA II</u>	
INDIVIDUAL	\$16.95	\$00.00	= \$16.95
FAMILY	\$115.77	\$37.19	= \$78.58

INDEMNITY PLAN COSTS

Projections are based on September plan census data of 243 individual contracts and 266 family contracts.

* 1998 TOTAL COST OF PLAN (Group Medical Only)

243 X \$154.65 X 12 = \$450,959
266 X \$374.29 X 12 = \$1,194,734
\$1,645,693

* 1998 EMPLOYER COST

243 X \$143.48 X 12 = \$418,388
266 X \$258.95 X 12 = \$826,568
\$1,244,956

1999 PREMIUM

<u>OPTION 1</u>	TOTAL PLAN COST	COST TO CITY	INCREASE
	243 X \$170.32 X 12 = \$496,653	243 X \$155.26 X 12 = \$452,738	
	<u>266 X \$412.23 X 12 = \$1,315,838</u>	<u>266 X \$291.96 X 12 = \$931,936</u>	
	\$1,812,491	\$1,384,674	\$139,718
 <u>OPTION 2</u>	 SAME AS ABOVE	 243 X \$149.37 X 12 = \$435,563	
		<u>266 X \$275.46 X 12 = \$879,268</u>	
		\$1,314,831	\$69,875



isas
BlueCross BlueShield
An Independent Licensee of the Blue Cross and Blue Shield Association

Health Advantage
An Independent Licensee of the Blue Cross and Blue Shield Association



USAble Administrators
An Independent Licensee of
the Blue Cross and Blue Shield Association

BENEFIT COMPARISON BETWEEN
HMO ARKANSAS
AND
BLUE CROSS & BLUE SHIELD COMPREHENSIVE MAJOR MEDICAL

Health Advantage Requires that each covered member chose a Primary Care Physician (PCP) for each member of the family. A PCP can be a Family Practice, General Practice, Internal Medicine or Pediatric physician.

Blue Cross and Blue Shield does not require that you choose a PCP.

Health Advantage requires that you pay a copay \$15 at the time of service to your PCP for office visits.

Blue Cross and Blue Shield requires that the deductible be satisfied before benefits are paid.

Health Advantage requires that you obtain a referral from your PCP for specialist care in order for benefits to be paid at in-network benefits.

Blue Cross and Blue Shield does not require a referral for specialist care.

With a referral from your PCP, specialist visits are covered at the \$20 copay plus 10%.

Blue Cross and Blue Shield requires that the deductible be satisfied before benefits are paid.

Health Advantage covers Well Baby Care (under 12 months of age) at 100% to the PCP.
Well Child Care is covered at the \$15 copay to the PCP.

Blue Cross and Blue Shield covers Well Baby Care and Well Child Care at 100% under the group's Wellness policy based on an age schedule.

Health Advantage has in-network and out-of-network benefits.

Blue Cross and Blue Shield does not have any network restrictions. It recommends that you use Blue Book providers in order to prevent balance billing.

Health Advantage covers Routine Physicals for Adults are covered under the \$15 copay to the PCP.

Blue Cross and Blue Shield covers routine physical exams at 100% under the Wellness Benefits up to \$150 per cy.

Health Advantage covers routine eye exams for \$15 plus 10% to a HA participating provider. No referral required.

Blue Cross and Blue Shield does not have routine vision benefits.

Health Advantage covers ambulance services by land or air at 90%. No dollar limit.

Blue Cross and Blue Shield covers ambulance services at 80% up to a \$300 cy maximum.

Health Advantage requires that you pay a \$50 copay plus 10% for ER visits.

Blue Cross and Blue Shield requires that the deductible be satisfied before benefits are paid for non-accident related charges.
Accidents are paid at 100% up to a \$500 maximum per episode under the Supplemental Accident Endorsement.

Health Advantage has an unlimited lifetime maximum for in-network and out-of network services.

Blue Cross and Blue Shield has a \$1 million lifetime maximum.

Health Advantage requires that you pay copays plus coinsurance per hospital admission.

Blue Cross and Blue Shield requires that the deductible be satisfied before benefits begin.

Health Advantage



An Independent Licensee of the Blue Cross and Blue Shield Association

237 Millsap Road – Suite #1
 Fayetteville, Arkansas 72703
 Phone: (501) 527-2310
 FAX: (501) 527-2323

CITY OF FAYETTEVILLE FAYETTEVILLE PUBLIC LIBRARY

Option V: Summary of Point of Service HMOA - Plan II

	IN-NETWORK	OUT-OF-NETWORK
	MEMBER PAYS	
Deductible (per calendar year)		
Individual (Maximum)	\$0	\$300
Family (Maximum)	\$0	\$600
Out-of-Pocket (all co-insurance [%'s] are applied to meet maximums per calendar year; Copays and deductibles do not apply to Out-of-Pocket maximums)		
Individual (Maximum)	\$1,000	\$3,000
Family (Maximum)	\$2,000	\$6,000
Physician Services		
Primary Care Physician (PCP) Office Visit	\$15 Copay	Deductible + 30%
Specialist Office Visit (referral required by PCP)	\$20 Copay + 10%	Deductible + 30%
Surgery	10%	Deductible + 30%
Inpatient Medical Care	10%	Deductible + 30%
Diagnostic Testing (Lab & X-Ray)	10%	Deductible + 30%
Allergy Testing and Treatment	10%	Deductible + 30%
Preventive Care Services		
1. Immunizations	\$0	\$0
2. Well Baby Care (Under 12 months of age)	\$0	Deductible + 30%
3. Well Child Care (Over 12 months of age)	\$15 Copay	Deductible + 30%
4. Physicals (Adults)	\$15 Copay	Not Covered
5. Mammogram	\$0	Not Covered
6. Gynecological Exam		
Primary Care Physician	\$15 Copay	Not Covered
In-Network Gynecologist	\$15 Copay	Not Covered
Vision (Eye Exam Only) (Self-referral In-Network for one visit per calendar year)	\$15 Copay + 10%	Deductible + 30%
Maternity Services (Physician Only)		
First Office Visit (PCP/GYN)	\$15 Copay	Deductible + 30%
Follow-up Office Visits (GYN)	10%	Deductible + 30%
Outpatient Hospital Services		
Diagnostic Testing (Lab & X-Ray)	10%	Deductible + 30%
Surgical Services	10%	Deductible + 30%
Emergency Services		
Ambulance	10%	10%
Emergency Room Visit (Copay waived if hospitalized)	\$50 Copay + 10%	\$50 Copay + 10%

**INSURANCE CONTR
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	IN-NETWORK	OUT-OF-NETWORK
	MEMBER PAYS	
Inpatient Hospital Services (Admission copay maximum, 2 per individual/4 per family per calendar year, no charge for PCP visit; semi-private room)	\$100 Copay + 10%	\$300 Copay + 30%
Precertification (Failure to precertify results in benefits paid as out-of-network.)	Telephone Access Health, Inc. 1-800-299-4120	Telephone Health Advantage 1-800-225-1889
Other Services Therapy (physical, occupational, speech, cardiac rehabilitation & chiropractic) Inpatient (Maximum 60 days per member per medical episode; Copay per admission) Outpatient (Maximum 30 visits per member per medical episode) Home Health Services (Unlimited) Skilled Nursing Services (Maximum 100 days per calendar year) Durable Medical Equipment (Medical supplies - \$2,000 maximum per calendar year) Hospice Organ transplants (\$1 million lifetime maximum per member)	\$100 Copay + 10% 10% 10% 10% 10% 10%	\$300 Copay + 30% Deductible + 30% Deductible + 30% Deductible + 30% Deductible + 30% Deductible + 30%
Mental Health/Substance Abuse Treatment Inpatient, Partial Hospitalization (Copay per admission plus copay per day; Maximum 15 visits per member per calendar year) Outpatient (Limited to 50 visits per member per calendar year)	\$100 Copay per admission + \$25 Copay per day 50%	Not Covered Not Covered
Prescription Drug Card / Generic Incentive Plan Design (Maximum 34 day supply per copay)	Generic \$5 Copay Name Brand \$13 Copay	Not Covered
Lifetime Maximum	Unlimited	Unlimited
Customer Service (Eligibility, benefits and claim inquires)	1-800-817-7726 (501) 527-2310	
Questions concerning physician referrals (Includes out-of-area referrals)	1-800-451-7302 Or Fax 1-800- 930-2081	
Claims Address	Health Advantage P.O. Box 8069 Little Rock, AR 72203	

NOTE: All percentages (%) refers to percentage of allowed charges.

Copay(s) do not accumulate toward contract year deductible or out-of-network out-of-pocket maximum(s). Deductible(s) do not accumulate toward out-of-pocket maximum(s).

This summary is a brief outline of the services covered by Health Advantage. Benefit handbooks completely describe the benefits, limitations, and exclusions under this plan. In the event of any inconsistency between the summary and the benefit handbook and any riders, the benefit handbook and riders will prevail.

COVERAGE PROVIDED FOR FOLLOWING SERVICES (HMOA)

- Medical Treatment of TMJ when TMJ is diagnosed as a medical condition.
 - Unlimited detoxification services.
 - Some form of infertility treatment. (This plan includes coverage for artificial insemination but does not cover donor sperm.)
 - Unlimited number of home health visits.
 - Short-term rehabilitation services based on medical episode. This includes Physical Therapy, Occupational Therapy, Speech Therapy and Cardiac Rehabilitation Services.
 - Obesity therapy, when medically necessary.
 - Breast reduction, when medically necessary.
 - Services covered regardless of the origin of injury.
-

This summary is a brief outline of the services covered by Health Advantage. After you enroll in Health Advantage, you will receive a Benefit Handbook which completely describes the benefits, limitations, and exclusions under this plan. In the event of any inconsistency between the summary and the Benefit Handbook and any riders, the Benefit Handbook and riders will prevail.

SERVICES AND BENEFITS NOT COVERED (HMOA)

- Services which are not provided, arranged or approved by the member's Primary Care Physician (PCP) or a Participating Specialist with an approved referral, except those services rendered in case of medical emergency in accordance with the *Health Advantage Benefit Handbook* or when preauthorized by Health Advantage.
 - Private Duty Nursing.
 - Dental Prosthetics.
 - Cosmetic or beautifying procedures or surgery.
 - Health services which are the legal liability of a third party or are covered by an insurance mechanism or governmental program (i.e., Worker's Compensation, Medicare, Veteran's benefits, Medicaid, or Automobile or Homeowners insurance).
 - Treatment of TMJ and dental services.
 - Routine eye refraction, radial keratotomy or epikeratophakia procedures, eyeglasses, or contact lenses.
 - Hearing aids.
 - Custodial, convalescent, domiciliary, supportive or maintenance care.
 - Health care procedures, devices or drugs that are determined by Health Advantage to be investigational, experimental or obsolete and/or not approved by the Federal Food & Drug Administration (FDA).
 - Services which are not medically necessary except for preventive health services for which coverage is listed in the *Health Advantage Benefit Handbook*.
 - Contraceptive devices.
 - Services required or recommended by third parties (i.e., physicals, vaccines, immunizations for employment, travel, camp, marriage license, etc.).
 - Routine foot care.
 - Reversal of sterilization.
 - Artificial insemination, *in vitro* fertilization and surrogate mother services.
 - Treatment of obesity.
 - Elective abortions.
-

This summary is a brief outline of the services covered by Health Advantage. After you enroll in Health Advantage, you will receive a Benefit Handbook which completely describes the benefits, limitations, and exclusions under this plan. In the event of any inconsistency between the summary and the Benefit Handbook and any riders, the Benefit Handbook and riders will prevail.

STAFF REVIEW FORM

X AGENDA REQUEST, City Council meeting of November 17, '98

FROM: Don Bunn Engineering Public Works
Name Division Department

ACTION REQUIRED: Approval of a resolution indicating a willingness to utilize federal funding for the Dickson Street and Vicinity Enhancement Project.

COST TO CITY:

\$ <u>-0-</u> Cost-This Request	\$ _____ Category/Project Budget	_____ Category/Project Name
_____ Account Number	\$ _____ Funds Used To Date	_____ Program Name
_____ Project Number	\$ _____ Funds Remaining	_____ Fund Category

BUDGET/CONTRACT REVIEW:

_____ Budgeted Item _____ Budget Adj. Attached			
<u>[Signature]</u> Budget Coordinator	<u>10-29-98</u> Date	_____ Administrative Services Director	_____ Date
<u>Marilyn J. Cramer</u> Accounting Manager	<u>10-29-98</u> Date	_____ ADA Coordinator	_____ Date
<u>[Signature]</u> City Attorney	<u>11-29-98</u> Date	<u>Yolanda Fields</u> Internal Auditor	<u>10-29-98</u> ✓ Date
<u>[Signature]</u> Purchasing Officer	<u>10-29-98</u> Date		

STAFF RECOMMENDATION: Staff recommends approval of the resolution indicating a willingness to utilize federal funding for the Dickson Street and Vicinity Enhancement Project.

<u>[Signature]</u> Division Head	<u>10-29-98</u> Date	<u>Cross Reference</u>
<u>[Signature]</u> Department Director	<u>10-30-98</u> Date	New Item: <u>Yes</u> No
<u>[Signature]</u> Admin Services Director	<u>2 NOV 98</u> Date	Prev Ord/Res #: _____
<u>[Signature]</u> Mayor	<u>11/12/98</u> Date	Orig Contract Date: _____

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director
Mayor Fred Hanna

Subject: Resolution, Dickson Street Enhancement Project

Date: October 29, 1998

Attached for your review and approval is a resolution expressing the City's willingness to utilize Federal-Aid Surface Transportation Program Enhancement Funds for the Dickson Street and Vicinity.

The resolution was drafted by the Arkansas Highway and Transportation Department and will allow the Department to initiate action to implement the project. It is the recommendation of the Staff that the Council approve the resolution.

The Dickson Street Enhancement Project has proposed funding of \$2,200,000 for 1999. This does not include \$500,000 for the replacement of a water line. The improvements consist of new sidewalks, street improvements where necessary, landscaping, drainage, and other miscellaneous items. The federal funding on the project is \$1,500,000.00. That money will be distributed to the City over the next 5 years, ending in 2003.

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE, ARKANSAS TO UTILIZE FEDERAL AID FUNDS PROVIDED BY THE TRANSPORTATION EQUITY ACT FOR THE 21ST CENTURY (TEA-21) UNDER THE HIGH PRIORITY PROJECTS PROGRAM.

WHEREAS, the City Council of Fayetteville, Arkansas understands Federal Aid Funds as provided by TEA-21 under the High Priority Projects Program are available at 80 percent federal participation and 20 percent local cash match for the following project:

The Dickson Street and Vicinity Area Enhancement

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

Section I: The City of Fayetteville, Arkansas will participate in accordance with its designated responsibility, including maintenance of the project.

Section II: The Mayor and the City Clerk are hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated improvement.

Section III: The City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

PASSED AND APPROVED this _____ Day of _____.

APPROVED:

By: _____
Fred Hanna, Mayor

ATTEST:

By: _____
Heather Woodruff, City Clerk

STAFF REVIEW FORM

X AGENDA REQUEST, City Council meeting of November 17, 1998

FROM: Don Bunn Engineering Public Works
Name Division Department

ACTION REQUIRED: A resolution authorizing the Mayor to execute an Agreement of Understanding with the Arkansas Highway and Transportation Department relative to the improvement of Gregg Street from Highway 71B to Mud Creek Bridge.

COST TO CITY:

\$ <u>-0-</u> Cost-This Request	\$ <u>N/A</u> Category/Project Budget	 Category/Project Name
 Account Number	\$ Funds Used To Date	 Program Name
 Project Number	\$ <u>N/A</u> Funds Remaining	 Fund Category

BUDGET/CONTRACT REVIEW:

<u>[Signature]</u> Budget Coordinator	<u>10/29/98</u> Date	<u> </u> Administrative Services Director	<u> </u> Date
<u>Marilyn J. Hamer</u> Accounting Manager	<u>10-29-98</u> Date	<u> </u> ADA Coordinator	<u> </u> Date
<u>[Signature]</u> City Attorney	<u>10-29-98</u> Date	<u>Yolanda Bullock</u> Internal Auditor	<u>10-29-98</u> Date
<u>P. Vice</u> Purchasing Officer	<u>10-29-98</u> Date		

STAFF RECOMMENDATION: It is the recommendation of the Staff that the Council approve the execution of an Agreement of Understanding with the Arkansas Highway and Transportation Department relative to the improvement of Gregg Street from Highway 71B to Mud Creek Bridge.

<u>[Signature]</u> Division Head	<u>10-29-98</u> Date
<u>[Signature]</u> Department Director	<u>10/30/98</u> Date
<u>[Signature]</u> Admin Services Director	<u>2 NOV 98</u> Date
<u>[Signature]</u> Mayor	<u>11/2/98</u> Date

Cross Reference

New Item: Yes No

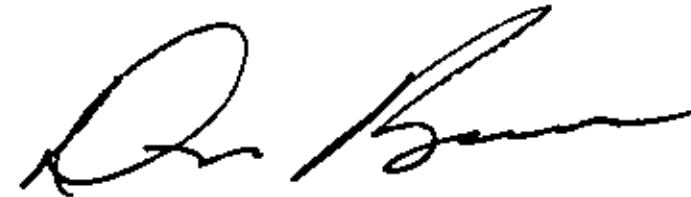
Prev Ord/Res #:

Orig Contract Date:

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director
Mayor Fred Hanna

Subject: Agreement of Understanding and Resolution
Gregg Street Widening, Highway 71B to Mud Creek

Date: October 26, 1998

Attached for your review and approval is a proposed Agreement of Understanding between the City of Fayetteville and the Arkansas State Highway and Transportation Department relative to the widening of Gregg Avenue from Highway 71B to Mud Creek from two lanes to four lanes. The execution of this agreement will allow State and Federal Aid numbers to be assigned to the project and be officially placed in their program of improvements. The Agreement

- Provides for a 20% match of federal funds by the City,
- Sets a cap of \$1,000,000.00 federal aid for the project,
- Sets out the City's and the State's responsibilities on the project, and
- Indicates the general items of construction which are eligible for funding participation. Those items are 1) Preliminary Engineering, 2) Right of way costs, 3) Utility Relocations, 4) Construction, and 5) Construction Engineering.

You will note that a \$1,000,000.00 maximum has been set on the Federal-aid portion of the funding. This is a new provision for these types of projects and will impact the local share in the future. However, it is felt that it will have no impact on this particular project.

This improvement is listed as a project in the Transportation Improvement Program for 1999 and is listed in the proposed 1999-2003 Capital Improvement Program as a 2001 project. As indicated in the attached letter from the Highway Department, it may be several years before construction can begin on this project because of other projects already programmed. The Department will, prior to the start of preliminary engineering on the project, request a 5 percent deposit from the City.

It is the recommendation of the Staff that the Council authorize the Mayor to execute this Agreement of Understanding with the Arkansas State Highway and Transportation Department.

GREGG STREET
I.J.4

ARKANSAS STATE HIGHWAY COMMISSION

HERBY BRANSCUM, JR., CHAIRMAN
PERRYVILLE

JOHN "M" LIPTON, VICE CHAIRMAN
WARREN

J.W. "BUDDY" BENAFIELD
HICKORY PLAINS



P.O. Box 2261
LITTLE ROCK, ARKANSAS 72203-2261
TELEPHONE No. (501) 569-2000
FAX No. (501) 569-2400

October 9, 1998

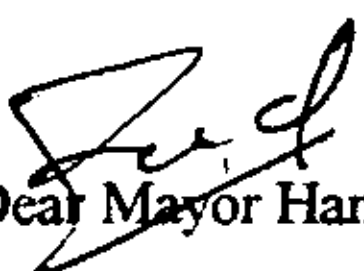
MARY P. "PRISSY" HICKERSON
TEXARKANA

BOBBY HOPPER
SPRINGDALE

DAN FLOWERS
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

The Honorable Fred Hanna
Mayor of Fayetteville
113 West Mountain
Fayetteville, AR 72701

Re: Hwy. 71B - Mud Creek
(Gregg Ave. - Fayetteville)
Washington County


Dear Mayor Hanna:

Reference is made to your recent letter concerning Gregg Avenue widening. In order to proceed with programming a Federal-aid project, your City Council must adopt a resolution for the project (sample enclosed) and then you should sign the enclosed Agreement of Understanding.

Upon receipt of a signed and sealed copy of the resolution and the signed Agreement, State and Federal-aid numbers will be assigned to the project and a copy of the executed Agreement of Understanding will be returned to you. The Department will then request a 5% deposit prior to beginning preliminary engineering.

Due to the backlog of similar projects programmed throughout the state and the limited amount of federal funds available for this program, it may be several years before construction can begin on your proposed project. Also, there is an upper limit of \$1 million in Federal-aid available for projects of this type.

If you have any questions, please contact Bill Bradberry in our Programs and Contracts Division at (501) 569-2261.

Sincerely,

A handwritten signature, likely of Dan Flowers, is written in dark ink. The signature is stylized and appears to be "Dan Flowers".

Dan Flowers
Director of Highways
and Transportation

Enclosures

c: Commissioner Bobby Hopper
Chief Engineer

RECEIVED

OCT 15 1998

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

AGREEMENT OF UNDERSTANDING

BETWEEN

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

The widening of Gregg Avenue from Highway 71B to Mud Creek (hereinafter called "the project") utilizing Federal-aid Surface Transportation Program funds.

WHEREAS, the Transportation Equity Act for the Twenty-First Century (TEA-21) provides 80% Federal-aid funds to be matched with 20% local funds (cash match) for improvements to eligible routes, and

WHEREAS, the City of Fayetteville (hereinafter called "City") has expressed its desire to use Federal-aid funds for an eligible project and to provide necessary matching cash share for such funds, and

WHEREAS, funding participation will be as follows, subject to a limit of \$1,000,000.00 maximum Federal-aid approved for the project:

	<u>Federal %</u>	<u>City %</u>
Preliminary Engineering:	80	20
Right-of-Way:	80	20
Utilities:	80	20
Construction:	80	20
Construction Engineering:	80	20

, and

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions or any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement, and

WHEREAS, the City understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will adhere to the General Requirements for Recipients and Sub-recipients Concerning Minority Business Enterprises as stated on the attachment,

IT IS HEREBY AGREED that the City and the Department, in cooperation with the Federal Highway Administration, will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for satisfactory maintenance and operation of all improvements on that portion of the project not on the Arkansas Highway System and all traffic signals on the Arkansas Highway System. Failure to adequately maintain and operate the facility in accordance with Federal-aid requirements will result in withholding future Federal-aid highway funds.
2. Be responsible for 20% of the project cost, which will include preliminary engineering, construction, construction engineering, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.
3. Be responsible for 100% of all preliminary engineering, right-of-way, and other costs incurred should the City not enter into the construction phase of the project.
4. Be responsible for any and all expenditures which may be declared non-participating in federal funds, including any such awards by the State Claims Commission.
5. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
6. Submit a letter to the Right of Way Division of the Department which either (1) stipulates the services relative to right-of-way acquisition, appraisal, relocation, and utilities that the City will assume or (2) requests that the Department handle some or all of these services.
NOTE: Failure to notify the Department prior to initiating this phase of work may result in any expenditures being declared non-participating in federal funds.
7. Transmit to the Department a signed and sealed copy of the Resolution from the City Council which requests a project and authorizes the Mayor to execute contracts with the Department for projects on city streets.
8. Submit to the Department five percent of the estimated project cost before preliminary engineering by the Department begins.
9. Submit to the Department the local matching share of the total estimated cost before the project is awarded to contract.
10. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
11. Maintain or adopt regulations and ordinances as necessary for proper operation of the improvements.
12. Be responsible for the necessary enforcement of operations as required by improvements on the Arkansas State Highway System and City Streets.
13. Hereby attest that the employment policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, creed, or national origin.
14. Be responsible for all costs not provided by the Federal Highway Administration.

15. Indemnify and save harmless the Department from all suits, actions, or claims of any character brought because of any damage sustained on account of the operations, actions, acts of omission, neglect, or misconduct of the Sponsor relating to this agreement and project.

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project construction supervision.
2. Be responsible for developing the necessary plans and specifications for the project.
3. When requested, provide the necessary services relative to right-of-way acquisition, appraisal, relocation, and utility adjustments and will be reimbursed for costs involved in performing these services.

IT IS FURTHER AGREED that should the City fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure will disqualify the City from receiving future Federal-aid highway funds.

IT IS FURTHER AGREED, that should the City fail to pay to the Department any required funds due for project implementation or fail to complete the project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the City's gasoline tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 1998.

RECOMMENDED:

Assistant Chief Engineer for Planning

ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT

CITY OF
FAYETTEVILLE

Dan Flowers
Director of Highways and Transportation

Fred Hanna
Mayor

FEDERAL-AID PROJECT RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION EXPRESSING THE WILLINGNESS OF
THE CITY OF FAYETTEVILLE
TO UTILIZE FEDERAL-AID MONIES
FOR THE FOLLOWING CITY PROJECT:**

Gregg Avenue widening from Hwy. 71B - Mud Creek

WHEREAS, the City of Fayetteville understands Federal-aid Surface Transportation Program funds are available for certain city projects at the following federal participating ratios:

	<u>Work Phase</u>	<u>Federal Share</u>	<u>City Match</u>
Roadway Construction on City Streets	All Phases	80%	20%
City projects programmed but not let to contract	All Phases	-0-	100%

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

SECTION I: The City will participate in accordance with its designated responsibilities in this project.

SECTION II: The Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this city project.

SECTION III: The City pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 1998.

Mayor

Orig Contract Date: March, 1998

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

DEPARTMENTAL CORRESPONDENCE

To: Fayetteville City Council

From: Don Bunn, Assistant Public Works Director



Thru: Charles Venable, Public Works Director
Mayor Fred Hanna

Subject: Budget Increase
Arlington Terrace Project

Date: October 28, 1998

The Staff is requesting an increase in the budget for the Arlington Terrace Reconstruction Project of \$11,500.00. The purpose of the request is to allow the Mayor to execute Change Order No 2 (a Reconciliation Change Order) which will close out the project.

The original budget for the project was \$226,000 and the authorized expenditure amount was \$225,509.16 at the March 17, 1998 Council Meeting. The original contract price and Change Order No. 1 are:

Original Contract Amount.....	\$ 195,509.16
Change Order No. 1.....	<u>24,246.60</u>
Total.....	\$ 219,755.76

Change Order No. 1 was executed to allow for additional work at the north intersection of Arlington Terrace and Kings Drive and at the west intersection of Kings Drive.

The work at the west intersection of Arlington Terrace and Kings Drive was required because of the failure of part of Kings Drive at that intersection. The works consisted of disposal of materials and placing compacted red clay gravel and concrete pavement. The work at the north intersection of Arlington Terrace and Kings Drive was required because of the general failure of the intersection during the course of the work due to poor subgrade material.

The work overran the original and change order quantities because we had to expand the scope of the work in the north intersection of Arlington Terrace and Kings Drive and because a great deal more subgrade material had to be taken out and replaced with red clay gravel than estimated.

It is the recommendation of the Staff that the Council approve an increase in the budget for Arlington Terrace of \$11,500.00 (for a total of \$237,500.00) and the associated budget adjustment.

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

**ARLINGTON TERR
I.K.3**

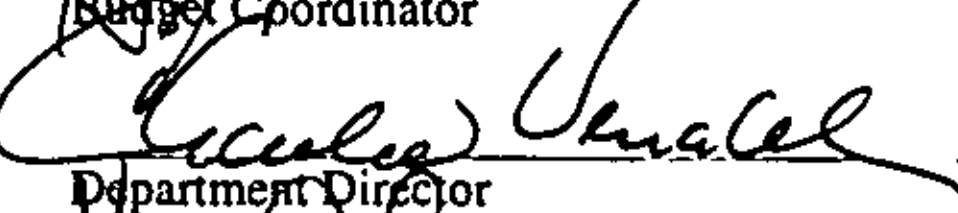
Budget Year 1998	Department: Sales Tax Capital Improvement Fund Division: Program:	Date Requested 10/29/98	Adjustment #
----------------------------	--	-----------------------------------	---------------------

Project or Item Requested: Additional funding is requested for the Arlington Terrace Project.	Project or Item Deleted: None; funding remaining from Mission & North Intersection Project and Trust Street Project.
---	--

Justification of this Increase: Kings Drive and Arlington Terrace intersection required more extensive rehabilitation than originally anticipated.	Justification of this Decrease: The project funding proposed is from completed projects.
--	--

Increase Expense (Decrease Revenue)						
Account Name	Amount	Account Number				Project Number
Street Improvements	11,500	4470	9470	5809	00	98072 10

Decrease Expense (Increase Revenue)						
Account Name	Amount	Account Number				Project Number
Street Improvements	7,234	4470	9470	5809	00	95024 20
Street Improvements	4,266	4470	9470	5809	00	95020 20

Approval Signatures		Budget Office Use Only	
Requested By: 	Date: 10/29/98	Type: A B <u>C</u> D E	
Budget Coordinator	Date	Date of Approval	
	Date: 11-2-98	Posted to General Ledger	
Department Director	Date	Posted to Project Accounting	
	Date: 3 NOV 98	Entered in Category Log	
Admin. Services Director	Date		
Mayor	Date		